



**CITY OF BELTON
CITY COUNCIL
WORK SESSION
TUESDAY, DECEMBER 6, 2016 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

I. CALL WORK SESSION TO ORDER

II. ITEMS FOR REVIEW AND DISCUSSION

A. Cooperative Agreement and Memorandum of Understanding with Raymore on the ownership, operations, and maintenance of Hwy 58 between Clint Dr. and Kentucky Rd.

Jim Feuerborn, Raymore City Manager

Page 4

B. Show-Me Heroes Program

Wayne Woodworth, Veterans' Representative, Department of Economic Development, Division of Workforce Development, will make a presentation

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C. Show Me PACE Program

Jan Schumacher, Program Manager, Missouri Energy Initiative, Show Me PACE, and Robert Shear, President, Pace Sage LLC, will make a presentation

Page 21

D. Review of October 2016 financial report

E. Report by the Park Department

Shane DeWald and Perry Gough will make a presentation

F. Review of Midwest Public Risk (MPR) Bylaw revisions

Page 28

G. Presentation and update on the 155th Street project

Kate Patras will make a presentation

Page 54

H. Review of the draft FY2018-2022 Capital Improvement Program (CIP)

Page 64

I. Other business

III. ADJOURN WORK SESSION

SECTION II

A

Revised Draft
11/7/2016
msm

**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

I. 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 _____

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 _____ Director of Public Works for Belton, Missouri, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Missouri, and _____ 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

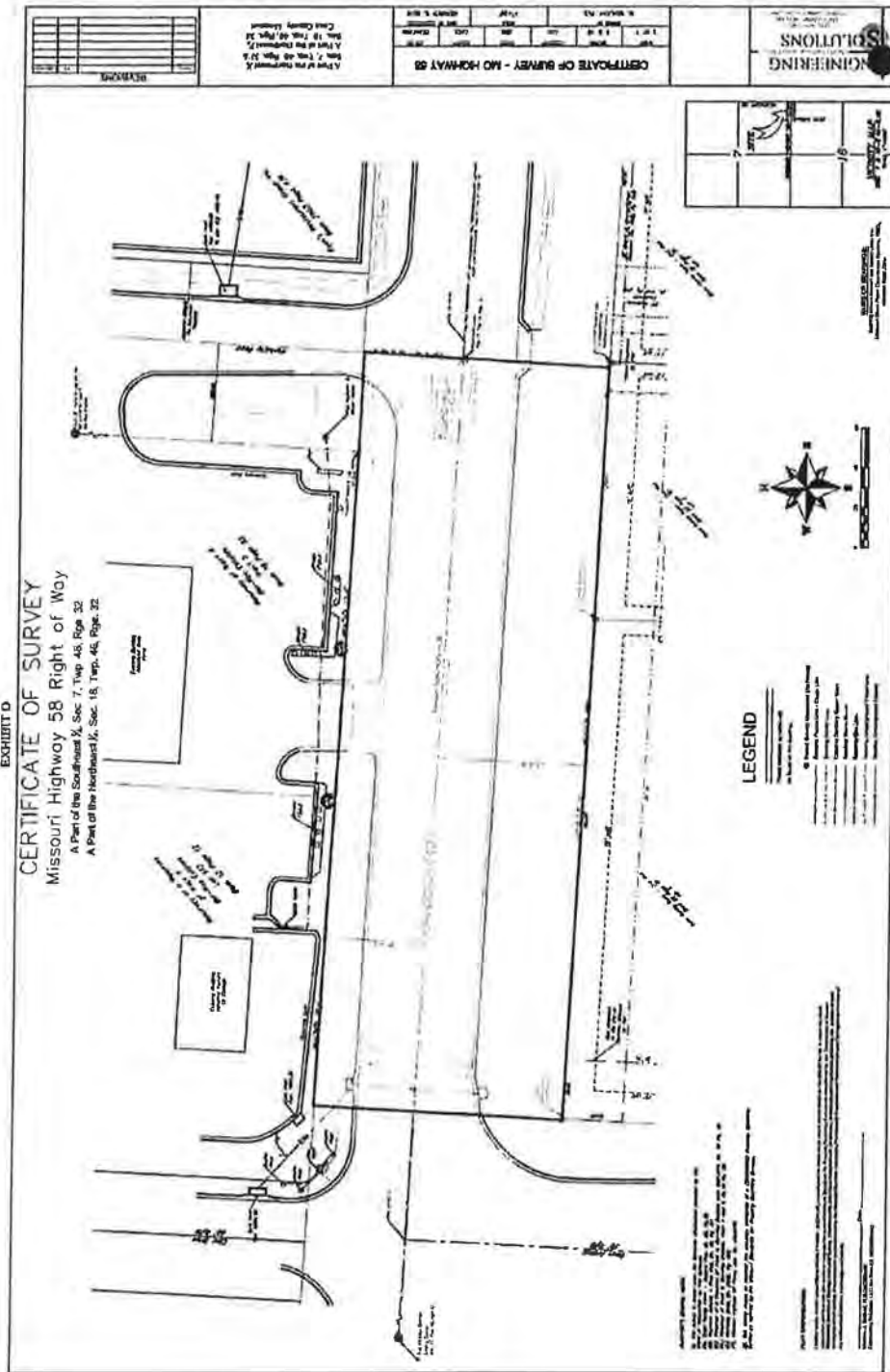
My Commission Expires:

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



EXHIBIT "D"

Visual Depiction of MODoT Area



SECTION II

B



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

MEETING DATE: December 6, 2016

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

<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order
<input type="checkbox"/> Agreement	<input checked="" 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

Determine if the City of Belton wishes 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

Sign the pledge to hire Veterans.

ATTACHMENTS

Show-Me Heroes Work Opportunity Tax Credit PDF

Show-Me Heroes On-the-Job-Training PDF

SHOW-ME HEROES Employer Tax Tips

Employers: Take advantage of tax credits for hiring veteran employees! Hiring an unemployed veteran can qualify you for federal income-tax credits ranging from hundreds of dollars up to \$9,600 per new hire!*

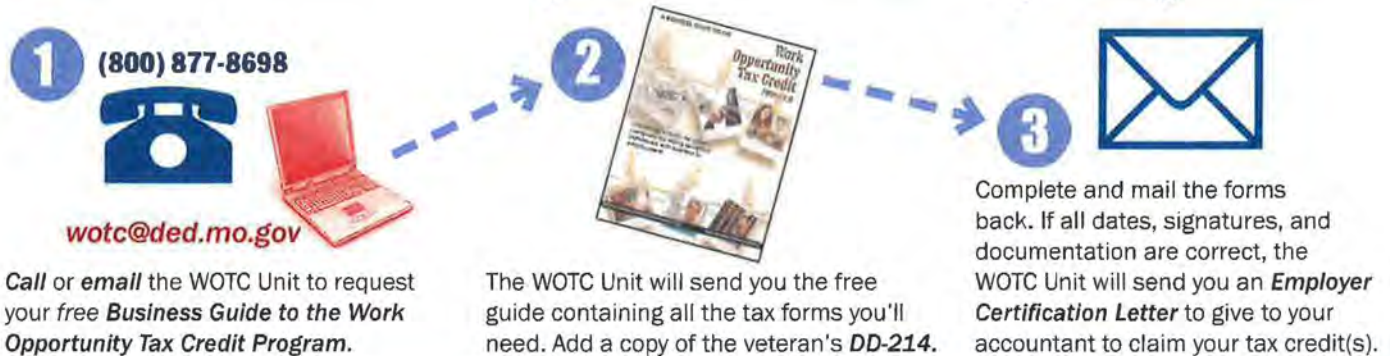
Hires that qualify for the Work Opportunity Tax Credit (WOTC) include...

- Food Stamp Recipient** | Hiring an unemployed veteran whose family has received food stamps for any consecutive three months during the 15-month period ending on the hire date.
- Short-term Unemployed** | Hiring a veteran who has been unemployed for at least four weeks out of the past 52 weeks.
- Long-term Unemployed** | Hiring a veteran who has been unemployed for at least six months out of the past 12 months.
- Disabled/Recent Discharge** | Hiring a veteran with a service-connected disability (10% or more) within one year of discharge from active duty.
- Disabled/Long Unemployed** | Hiring a veteran with a service-connected disability (10% or more) who has been unemployed more than six months.



*Depending on the target group claimed and the actual number of hours the employee worked in the tax year.

The Division of Workforce Development's WOTC Unit will assist your filing for FREE!



Additional benefits of the Work Opportunity Tax Credit:

- ◆ There is **no limit** on the number of qualifying new hires you can take federal income-tax credit for in a tax year.
- ◆ There is **no cap** on the total dollar amount of federal income-tax credits you can receive for those new hires in a tax year.
- ◆ In addition to the five veterans categories, there are **eight other qualifying categories** of job seekers facing barriers to employment. You may be eligible for tax credit for new hires from these groups, as well. **Contact the WOTC Unit to learn more!**



For more information on hiring veterans, contact us at:
showmeheroes@ded.mo.gov

Learn more at:
showmeheroes.mo.gov

Or Call: 1-800-592-6020

MISSOURI HIRES ITS VETERANS

Your next employee
 is waiting for you
 at...



Show-Me Heroes is administered by the Missouri Division of Workforce Development in partnership with the Missouri National Guard.

Missouri Division of Workforce Development is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Missouri TTY Users can call (800) 735-2966 or dial 7-1-1.

SHOW-ME HEROES On-the-Job-Training

Helping Your Business! Show-Me Heroes offers On-the-Job Training (OJT) to help your business save costs while preparing new hires for your vital jobs.

The OJT Program Provides . . .

Cost Savings: We reimburse 50% of the wages of workers hired through this program for up to 1040 hours of OJT.

Excellent Employees: We connect you with workers that possess a proven work ethic and a variety of valuable skills gained from military service, prior employment, and education.

Convenience: Based on the job requirements, we match your business with a skilled new hire and provide ongoing guidance and support.



OJT Program Steps



1 Contact your nearest Missouri Career Center to confirm your eligibility.



2 Identify potential participants who are: referred through a Career Center or are reverse-referred by you to a Career Center.



3 Develop, complete and sign the training agreement **prior to the start date of the OJT employee.**

Your Business Can Participate If:

- Your business has taken the Show-Me Heroes Pledge. You can take the pledge at showmeheroes.mo.gov.
- OJT position is permanent and full-time (32+ hours per week)
- Your business participates in E-Verify. You can learn more about E-Verify at www.uscis.gov/e-verify.
- *Contact us to learn more!*

Veterans and Spouses Can Participate If:

Most service members who are honorably discharged and are within one year of their discharge date OR spouses of currently deployed or recently discharged eligible service members can participate.

Contact us to learn more!



Contact us at:
showmeheroes@ded.mo.gov

Learn more at:
Showmeheroes.mo.gov

And 

Or Call: 1-800-592-6020

Show-Me Heroes is administered by the Missouri Division of Workforce Development in partnership with the Missouri National Guard.

Missouri Division of Workforce Development is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Missouri TTY Users can call (800) 735-2966 or dial 7-1-1.

SECTION II

C



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

MEETING DATE: December 6, 2016

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

<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order
<input type="checkbox"/> Agreement	<input checked="" 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 on the December 13 regular City Council meeting.

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 its property owners an open market.

STAFF RECOMMENDATION

Approve the ordinance to join the Show Me Pace district on the December 13 regular City Council meeting.

ATTACHMENTS

Show Me PACE Flier

PACE Article, MML Review Magazine (January 2016)

SHOW ME PACE

Clean Energy District



238 East High St.,
3rd Floor
Jefferson City, MO 65101
573-616-1046
jan@moenergy.org
www.ShowMePace.org

PACE = Property Assessed Clean Energy

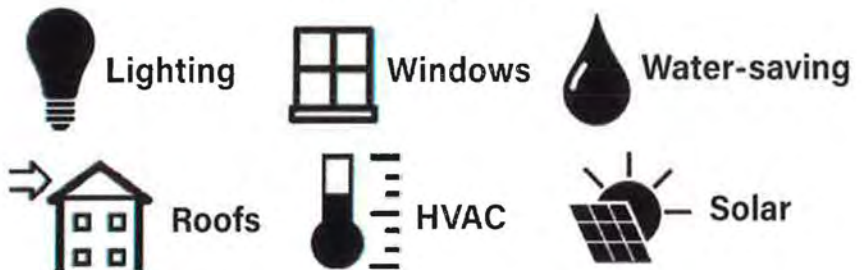
Economic development through open-market financing for energy efficiency, water conservation and renewable energy projects

Annual energy savings must exceed annual assessment which makes the project economically viable

PACE financing is all private funds - no taxpayer money is used

PACE financing is available for:
Commercial
Industrial
Agriculture
Non-profits
Govt. facilities

Eligible projects



Role of local government

State statute requires a municipality to pass an ordinance in order for Show Me PACE Clean Energy District* to operate in that jurisdiction. Municipalities can participate in more than one clean energy district.

Local communities participate in PACE to promote economic development, create jobs and save energy.

There is NO obligation, exposure or liability for the municipality.

To avoid placing a burden on county collectors, Show Me PACE uses third-party collection of the annual assessment for commercial projects.

Each participating municipality has the opportunity to provide insight and oversight to the district via the Show Me PACE Advisory Board.

*Show Me PACE Clean Energy District is a political subdivision



Financing provided by Show Me PACE lenders/funding partners:



- can pay for 100% of a project's costs
- is on-demand cash
- has a fixed interest rate
- can stay with the building upon sale
- is considered "off-book" on a firm's balance sheet
- does not require personal guarantees or out-of-pocket equity investment
- is repaid with an annual assessment over a term of up to 20 years
- is all private capital - no taxpayer funds

Consumer protections

Show Me PACE requires the following for project approval:

- No real estate delinquencies by the property owner for the last 3 years.
- No notices of default or foreclosure against the property for the past 5 years.
- Property owner has not declared bankruptcy in the last 5 years.
- Property owner is solvent and has no significant pending legal action.
- Lender consent from the primary mortgage holder.



Why PACE in your community?

- ⇒ Serves as an economic development tool
- ⇒ Lowers cost of doing business there
- ⇒ Impacts bottom line of local enterprises
- ⇒ Creates jobs, enhancing workforce development
- ⇒ Enables upgrading of old building stock
- ⇒ Has a positive impact on the environment
- ⇒ It collaborates with local utilities and banks.



Show Me PACE Lenders



PACEEquity

TWAIN
FINANCIAL PARTNERS

PETROS

CLEANFUND
Commercial PACE Capital

GREENWORKS
LENDING

What makes Show Me PACE unique?

- nonprofit with low fees
- on-demand cash
- open market program
- requires lender consent
- third-party collection
- transparent

Learn more at our website www.showmepace.org or contact Program Manager Jan Schumacher jan@moenergy.org, 573-616-1046


SMP FEES

<\$500,001 = 1.25% w/ \$3,125 Min.*

>\$500,001 = 1% w/ \$20,000 Cap*

Annual Collection Capped at \$500

*FOR STANDARD CONTRACTS

SHOW ME PACE  is a clean energy district administered by the Missouri Energy Initiative, a nonpartisan, nonprofit association of public and private sector energy entities. MEI works to increase support for energy-related economic development, innovation and education.

MEI
MissouriEnergyInitiative

MISSOURI PACE PROGRAMS: BUILDING CLEANER COMMUNITIES

By Juliet Mee

Clean energy was positioned firmly on the front page of every newspaper during the December 2015 Climate Summit in Paris. Communities throughout Missouri have been actively working to put measures in place that reduce energy costs while also reducing greenhouse gasses.

Replacing old, inefficient heating, cooling, and water systems with new high-efficiency units makes common sense. Improving efficiency through retrofits, new construction, and property redevelopment creates jobs. These concepts are the low-hanging fruit of the clean energy discussion; easy to talk about, sweet to eat. However, for Missouri's municipal leaders charged with creating clean energy outcomes and driving the local economies, the missing essential component has been the lack of financing options.

Property owners and developers often postpone or piecemeal renovations and new construction due to financial obstacles such as: lack of capital for upfront engineering costs, requirements for personal guarantees, or lack of longer-term financing options.

Property Assessed Clean Energy (PACE) financing changes all of that. Municipal finance administrators and economic development professionals in Missouri use this innovative tool to encourage local commercial property owners to invest in their properties that include switching to clean energy, reducing greenhouse gasses or simply replacing outdated systems. PACE programs have emerged as one of the most important innovative solutions for municipalities to help the commercial sector fund the switch to clean energy solutions. In fact, PACE was named one of the top "world changing ideas" by Scientific American magazine.

This article will focus on commercial applications of PACE financing. It addresses the key concepts of PACE financing, identifies first steps for municipalities to become eligible to bring this type of funding into their community, and provides resources for further investigation.

WHAT IS PACE AND WHY SHOULD WE CONSIDER USING IT IN OUR COMMUNITY?

PACE financing is a program available to commercial property owners in Missouri, as well as 30 other states. The program provides financing for all upfront costs of energy efficient (EE) upgrades, renewable energy (RE) upgrades, and energy audits for businesses. The financing comes through private funds and is repaid through annual property assessments. Property owners can finance 100 percent of a project up front and then repay their financing through annual property assessments; this makes both retrofits and new construction of energy-efficient measures affordable. By eliminating the obstacles to reasonable financing, PACE also provides the funding necessary to stimulate local job growth. These jobs further promote the clean energy movement within Missouri. Property owners across the nation are using PACE because it saves them money and makes their buildings more valuable. PACE financing stays with the building upon sale and is easy to share with tenants. State and local governments

sponsor PACE financing to create jobs, promote economic development and protect the environment.

WHAT CAN PACE PAY FOR?

PACE can pay for any item that improves the energy-efficiency of a building above and beyond what is required by code. This includes, but is not limited to: new heating and cooling systems, lighting improvements, solar panels, water pumps, insulation, and almost any improvement affixed to a commercial property – large and small commercial, industrial, non-profit, and agricultural.

DO YOU HAVE TO BE WORKING TOWARD LEED CERTIFICATION FOR YOUR BUILDING TO USE PACE FINANCING?

No. Leadership in Energy and Environmental Design (LEED) certification does not impact the financing. The key requirement is that the improvement provides energy and maintenance savings above and beyond what is required by local code.

IS PACE AVAILABLE FOR RESIDENTIAL USE IN MISSOURI?

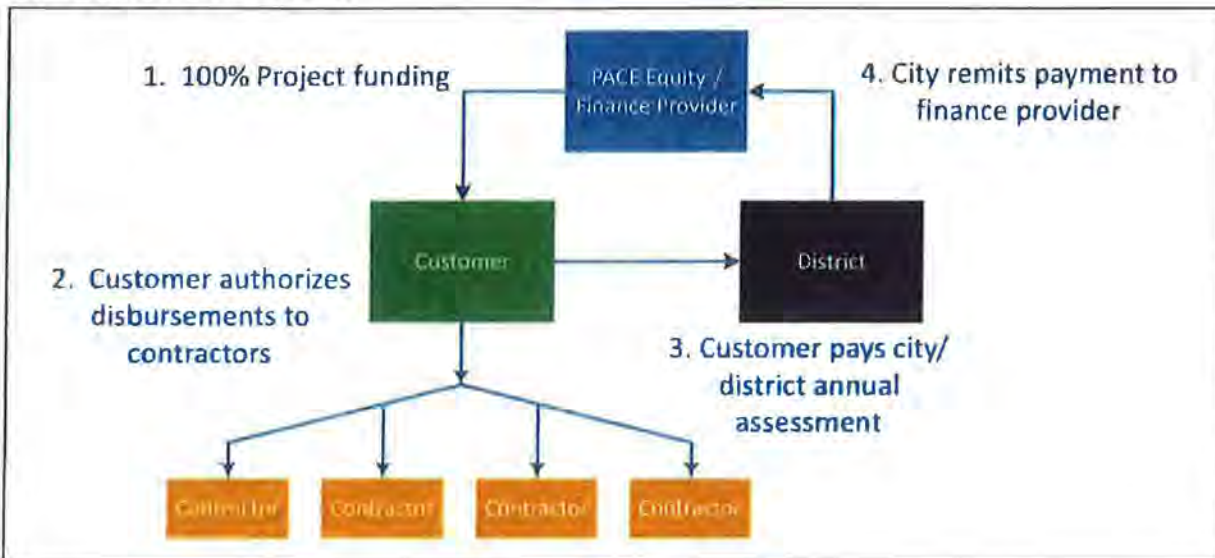
Although the issue continues to be discussed, PACE financing is not available at this time for the residential sector. Residential PACE programs across the nation have been suspended or not moving forward until further clarification is received from the Federal Housing Financing Agency.

HOW DOES PACE WORK?

Municipalities and counties join PACE districts to collectively and efficiently administer a PACE program. The district insures that the project is compliant with state laws. The district is responsible for handling day-to-day PACE financing application reviews and approvals, as well as payment and collections on behalf of the PACE Commission.

There are currently three districts in the state of Missouri: Show Me PACE, Missouri Clean Energy District, and Set the PACE St. Louis. This establishes an open market PACE program where communities can join any district they choose. Communities may join a single district or multiple districts.

PACE FUNDING DISTRIBUTION



Each state must pass enabling legislation that allows local governments to offer PACE financing to building owners. The Missouri legislature enacted the PACE legislation in May of 2010. This legislation allows for funding of clean/renewable energy and energy-efficient improvements through a property assessment. PACE is modeled after methods that have been used to fund public benefits such as roads, sidewalks, and fire departments. Municipalities then choose to participate in PACE funding by passing an ordinance electing to participate in a clean energy district. Participation by a municipality is entirely voluntary. Each municipality may participate in multiple boards. There is no cost, liability, or exposure for a municipality to form or participate in any clean energy development district.

After the framework for PACE has been established in a municipality, building owners or developers work with qualified PACE service providers to choose cost-effective projects that make good sense within the confines of the clean energy financing initiative. The building owner submits an application to the PACE district. Once the project has been approved, there is a traditional loan closing. The PACE finance provider then escrows the funds, and the building owner authorizes disbursements to the contractors. The contractors are chosen and the entire construction project is managed by the building owner/developer. The building owner then

PACE SUCCESS: CITY OF CHESTERFIELD

In the middle of 2015, Cambridge Engineering approached Libbey Malberg-Tucker, Community Services and Economic Development Director for the city of Chesterfield, Missouri, to investigate using PACE financing for an upgrade to the building that they leased within Chesterfield's city limits. They wanted to replace all their building lighting systems, as well as perform a complete HVAC systems retrofit to switch to more energy-efficient measures. The city of Chesterfield was already a member of the statewide Missouri Clean Energy District, and Cambridge was requesting that they join another district also, Show Me PACE. Ultimately, the city of Chesterfield became a member of both communities and the program was successfully funded using Show Me PACE.

"I would like to pass on the information I found to other people involved in community economic development," said Malberg-Tucker about her experience with PACE financing. "In our experience, there is no cost, liability, or exposure to Chesterfield or any other community by having PACE available. In addition, all the work to complete the financing of the project is done by the financing districts and PACE finance providers. There was no burden on our staff, and throughout the process, we couldn't come up with any reason to not do this. Initially we were only a member of the Missouri Clean Energy District and we found them to be better in dealing with larger projects. Since this was a smaller project, we felt that Show Me PACE was a better fit as they could complete the funding for a project this size in a more streamlined, cost-effective manner. We are glad to have PACE in our community and to be a member of both districts."

pays the municipality the annual assessment that is a line item on their annual property tax bill. The municipality then remits the payment to the finance provider.

WHERE IS PACE AVAILABLE IN MISSOURI?

The Missouri General Assembly enacted legislation allowing local government entities to raise money through the issuance of bonds or other sources of capital to fund energy efficiency and renewable energy projects to eligible property owners in 2011. Since then, 49 municipalities and counties have participated in PACE.

WHAT IS THE FIRST STEP TO BECOME ELIGIBLE TO OFFER PACE?

The community should have the city administrator or head of economic development contact the Show Me PACE Clean Energy District (www.showmepace.org) and the Missouri Clean Energy District (mced.mo.gov). The Clean Energy District has draft ordinances for cities, towns, and counties to use in authorizing district memberships. The draft ordinance is available at no cost to municipalities who wish to join as a member of a district. □

Juliet Mee is a market associate for PACE Equity. PACE Equity provides turnkey project development, financing, and energy engineering nationwide.

Additional Information About PACE Financing

PACE Nation
www.pacenation.us

United States Office of Energy Efficiency and Renewable Energy
<http://energy.gov/eere/sisc/property-assessed-clean-energy-programs>

Missouri Department of Economic Development
[https://energy.mo.gov/energy/communities/assistance-programs/property-assessed-clean-energy-\(pace\)](https://energy.mo.gov/energy/communities/assistance-programs/property-assessed-clean-energy-(pace))

National Association for PACE Providers
www.pacenation.us

Show Me PACE
www.showmepace.org

Missouri Clean Energy District
www.mced.mo.gov

St. Louis PACE
www.setthepacestlouis.com

Participating PACE Communities:

- Bel Nor
- Berkeley
- Bolivar
- Branson
- Cape Girardeau
- Cassville
- Charlack
- Chesterfield
- City of St. Louis
- Cole County
- Cooper County
- Doniphan
- Farmington
- Ferguson
- Galena
- Gentry County
- Greene County
- Hartville
- Hazelwood
- Hollister
- Holts Summit
- Independence
- Indian Point
- Jefferson City
- Jackson County
- Kansas City
- Kirksville
- Lamar
- Maryland Heights
- Mercer County
- Mississippi County
- Nixa
- North Kansas City
- O'Fallon
- Olivette
- Otterville
- Ozark
- Ozark County
- Park Hills
- Peculiar
- Pilot Grove
- Reeds Spring
- Springfield
- Sullivan County
- Taney County
- Town and Country
- Village of Four Seasons
- Warrensburg
- West Plains

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SECTION II

F



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

Agenda Date December 6, 2016

Division/Department Administration

Council [] Regular Meeting [] Work Session [] Special Session

Approvals

[] City Manager [] Department Director [] Attorney [] Finance Director [] Engineer

Table with 5 columns: Ordinance, Resolution, Consent Item, Change Order, Motion, Agreement, Discussion, FYI/Update, Presentation, 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)

Proposed City Council Motion

Background

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

Impact/Analysis: N/A

FINANCIAL IMPACT

Table with 2 columns: Item, Amount. Rows include Contractor, Amount of Request/Contract, Amount Budgeted, Funding Source, Additional Funds, Encumbered, Funds Remaining.

Staff Recommendation, Action, and Date

Acknowledge and agree to Bylaw revisions set by Midwest Public Risk that will be set before the Council, via Resolution, at next Business Session: December 13, 2016

List of reference documents attached:

Bylaw with Track Change Document
Signature Document Page

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**MIDWEST PUBLIC RISK OF MISSOURI
BYLAWS**

Date of Adoption: _____

Effective Date: July 1, 200916

_____ **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 I
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~~^{a 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 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 II

G



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: December 6, 2016

DIVISION: Engineering

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

City Council has discussed and approved multiple items for the 155th Street Widening project over the last few years. As the start of construction is approaching, staff believed it would be an opportune time to reflect the progress so far and provide some details for moving forward. Staff will present on the 155th Street Widening and MoDOT's interchange project

PROPOSED CITY COUNCIL MOTION:

None at this time.

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:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

None at this time.

LIST OF REFERENCE DOCUMENTS ATTACHED:

N/A

AN UPDATE:
155TH STREET WIDENING
PROJECT



Objective

To brief City Council on the history and current status of the 155th Street Widening Project

2012

2013

2014

2015

2016


2017



ZM1

2012


- 2015/2016 SURFACE TRANSPORTATION PROGRAM (STP) FUNDING APPLICATION SUBMITTED



A map of Missouri counties is shown within a circular frame. The counties are color-coded: Platte, Clay, and Rip Counties are light blue; Warren, Wainwright, Jackson, and Wayne Counties are light green; and Boone and Cass Counties are light yellow. A blue line representing a river flows through the counties. A red star is located in Jackson County. A north arrow is at the top. An inset map of Missouri is in the bottom right corner.

2013

- 2015/2016 SURFACE TRANSPORTATION PROGRAM (STP) FUNDING APPLICATION APPROVED BY THE COMMITTEE, FHWA, AND MODOT
- BELTON AND GRANDVIEW ENTER INTO AN INTERGOVERNMENTAL AGREEMENT



An aerial satellite map showing a suburban area with a grid of roads, green fields, and some buildings. The map is labeled with street names and landmarks.

2014

- ❑ COMPLETED REQUEST FOR QUALIFICATIONS FOR ENGINEERING; WILSON & COMPANY WAS SELECTED
- ❑ STARTED PRELIMINARY DESIGN WITH WILSON & COMPANY
- ❑ HELD FIRST PUBLIC MEETING DISCUSSING PROJECT IN GENERAL

155TH STREET IMPROVEMENTS
I-49 to Kentucky Road




OPEN HOUSE PUBLIC MEETING
Belton City Hall Annex
520 Main Street
Belton, Missouri

Thursday, September 4, 2014
5:30 PM to 6:30 PM



2015

- ❑ COMPLETED PRELIMINARY DESIGN
- ❑ MADE PROGRESS TO FINAL DESIGN WITH WILSON & COMPANY
- ❑ HELD SECOND PUBLIC MEETING DISCUSSING ROW IMPACTS
- ❑ CONTINUED COORDINATION WITH MODOT AND MARC STP COMMITTEE
- ❑ HELD UTILITY COORDINATION MEETINGS
 - ❑ KCPL
 - ❑ ATT
 - ❑ MISSOURI GAS ENERGY
 - ❑ JACKSON COUNTY PWSD #1
- ❑ STARTED PROPERTY ACQUISITION
 - ❑ VALBRIDGE PROPERTY ADVISORS
 - ❑ DM MILLIN
 - ❑ ORRICK & ERSKINE

2016

- COMPLETED PROPERTY ACQUISITION
 - ▣ 43 PROPERTY OWNERS

- DEMOLISHED THREE RESIDENTIAL STRUCTURES IN GRANDVIEW
 - ▣ DALE BROTHERS

- SUPPLEMENTED THE BELTON AND GRANDVIEW INTERGOVERNMENTAL AGREEMENT



- COMPLETED DESIGN

- SOLICITED BIDS FOR THE PROJECT

2017

NOTICE TO PROCEED: JANUARY 2017

COMPLETION: DECEMBER 2017



Project Overview

3 LANES - STORM SEWER - STORMWATER BMPS - WATERLINE



MILL AND OVERLAY



Bidding Results

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

Financial Impact

Expenditures				
Description	Belton	Grandview	MoDOT	Total
Engineering (Design and Construction)	\$338,843.50	\$338,843.50	\$0	\$677,687.00
Property Acquisition (Appraisal, Negotiation, Easements and ROW)	\$48,472.42	\$48,472.42	\$387,779.38	\$484,724.23
Demolition	\$4,581.18	\$12,560.58	\$36,649.44	\$53,791.20
Construction	\$293,338.84	\$293,338.84	\$2,771,139.50	\$2,933,388.35
Total	\$685,235.94	\$693,215.34	\$2,771,139.50	\$4,149,590.78

MoDOT: up to \$4,375,800

Belton revenues include: Street Impact Fees & Water Impact Fees

ZMS
ZM9

Detour Plan



MoDOT Project - Divergeabout

NOTICE TO PROCEED: FEBRUARY 2017

COMPLETION: DECEMBER 2017



MoDOT Detour Plan



Moving Forward

- **11/22 REGULAR COUNCIL MEETING**
 - 1ST READ CONSTRUCTION ENGINEERING – WILSON
 - 1ST READ CONSTRUCTION ENGINEERING – TERRACON
- **12/6 WORKING COUNCIL MEETING**
 - THIS PRESENTATION
- **12/13 REGULAR COUNCIL MEETING**
 - 2ND READ CONSTRUCTION ENGINEERING – WILSON
 - 2ND READ CONSTRUCTION ENGINEERING – TERRACON
 - BOTH READS CONSTRUCTION CONTRACT AWARD – VF ANDERSON BUILDERS
 - BOTH READS MODOT FUNDING AGREEMENT?

Questions?

SECTION II

H



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: December 6, 2016

DIVISION: Engineering

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

Development of the FY2018-2022 Capital Improvement Program (CIP) is underway and a draft version of the summary tables and map are attached. Individual project sheets are available upon request.

PROPOSED CITY COUNCIL MOTION:

None at this time.

BACKGROUND:

The past two year's CIPs are available on the City's website at the following web address:
<http://www.belton.org/index.aspx?nid=481>
 (www.belton.org/ Departments/ Public Works)

LIST OF REFERENCE DOCUMENTS ATTACHED:

Map of projects and CIP summary tables

FY2018-2022 CAPITAL IMPROVEMENT PROGRAM



FY2018-2022 CAPITAL IMPROVEMENT PROGRAM

	Total Project Costs					Expenditures			Total Needs	Funding Secured (Yes, No, Partially)
	Prior	FY2018	FY2019	FY2020	FY2021	FY2022	Beyond or Unknown			
Projects with Funding Secured	\$1,784,202	\$4,117,468	\$4,038,000	\$800,000	\$1,700,000	\$0	\$0	\$12,439,670	Y	
Partially Funded Projects	\$164,000	\$1,880,000	\$1,620,000	\$1,841,000	\$2,063,050	\$2,286,203	\$17,298,000	\$58,742,000	P	
Projects without Funding	\$0	\$9,969,000	\$9,562,000	\$16,680,000	\$1,470,000	\$1,470,000	\$52,329,000	\$110,848,957	N	
Totals	\$1,948,202	\$15,966,468	\$15,220,000	\$19,321,000	\$5,233,050	\$3,756,203	\$69,627,000	\$182,030,627		

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FY2018-2022 CAPITAL IMPROVEMENT PROGRAM

Projects with Funding Secured															
Project #	Project Title	Ward/Location	Prior	Expenditures						Funding					
				FY2018	FY2019	FY2020	FY2021	FY2022	Beyond or Unknown	Total Needs	Funding Amount	Funding Source	Funding Notes	Funding Secured (Yes, No, Partially)	
WW-2	Wastewater Collection System Master Plan	City Wide	+	\$230,000	-	-	-	-	-	-	\$230,000	\$230,000	Sanitary Sewer Enterprise Fund (680)		Y
WW-3	Interceptor Lining	City Wide	+	-	-	-	\$1,700,000	-	-	-	\$1,700,000	\$1,700,000	Sanitary Sewer Enterprise Fund (660)		Y
WW-4	Oil Creek Exposed Sewer	4	+	\$150,000	-	-	-	-	-	-	\$150,000	\$150,000	Sanitary Sewer Enterprise Fund (660)		Y
WW-5	Streambank Stabilization	City Wide	+	\$75,000	-	-	-	-	-	-	\$75,000	\$75,000	Sanitary Sewer Enterprise Fund (660)		Y
T-2 67	155 th Street Widening Project	1 and 4	\$1,192,202	\$3,017,388	-	-	-	-	-	-	\$4,149,590	\$2,771,140	STP		Y
												\$693,215	Grandview		
												\$587,236	Street Impact Fees (223)		
												\$98,000	Water Impact Fees (462)		
T-4	State Highway 58 and Y Highway Intersection Improvements	4	-	\$50,000	\$50,000	\$800,000	-	-	-	-	\$900,000	\$458,000	Belton Cass Regional TDD	FY2020 STP Funds	Y
												\$441,000	STP		
T-5	Mullen Road Widening- Phase 1	4	\$302,000	\$310,000	\$3,888,000	+	+	-	-	-	\$4,600,000	\$4,600,000	Belton Cass Regional TDD	TDD may issue bond for project in 2018.	Y
P-1	Belton Freeway	4	\$300,000	\$155,080	+	+	+	+	+	+	\$455,080	\$66,000	Belton Cass Regional TDD		Y
												\$324,080	STP		
												\$65,000	Parks (220)		
SW-6	Cleveland Avenue Culvert Widening	3	\$50,000	\$130,000	-	-	-	-	-	-	\$180,000	\$95,000	Cass County	City to contribute engineering and half of materials. County to contribute labor, equipment and half of materials.	Y
												\$85,000	Street Impact Fees (223)		
Total											\$12,439,670				

FY2018-2022 CAPITAL IMPROVEMENT PROGRAM

Project #	Project Title	Ward/Location	Prior	Expenditures							Total Needs	Funding Amount	Possible Funding		Funding Secured (Yes, No, Partially)
				FY2018	FY2019	FY2020	FY2021	FY2022	Beyond or Unknown	Funding Source			Funding Notes		
OW-1	Water Line Replacement Program	City Wide	-	\$400,000	\$420,000	\$441,000	\$463,050	\$486,203	-	\$18,800,000	-\$400,000	Water Enterprise Fund (662)	Commitment of \$400,000/annually = 40 years	Y	
T-1	Street Reconstruction Program	City Wide	-	\$1,000,000	\$1,200,000	\$1,400,000	\$1,600,000	\$1,800,000	-	\$22,000,000	Varies	Street Fund (225)	Inconsistent funding levels: \$680,000 - \$1,772,000 = 20+ years+093-0113	Y	
T-9	Mullen Road Widening-Phase 2	4	\$82,000	-	-	-	-	-	\$8,210,000	\$8,292,000		Belton Cass Regional TOD	Funding is contingent upon performance of TOD and possible bond issuance.	Y	
T-12	North Cass Connector	4	\$82,000	-	-	-	-	-	\$6,607,000	\$6,689,000		Belton Cass Regional TOD	Funding is contingent upon performance of TOD and possible bond issuance.	Y	
T-14 CO	State Highway 58 and Rowell Parkway Intersection Improvements	3	-	-	-	-	-	-	\$811,000	\$811,000		Developer	Details unknown / Soft commitment	Y	
												Belton Cass Regional TOD	Funding is contingent upon performance of TOD.		
T-15	173rd Street Extension	4	-	-	-	-	-	-	\$470,000	\$470,000	\$150,000	Developer	Developer may contribute \$150,000 / soft commitment	Y	
												Belton Cass Regional TOD	Funding is contingent upon performance of TOD.		
T-16	Larkspur Powell Connector	4	-	-	-	-	-	-	\$1,200,000	\$1,200,000		Developer	Details unknown.	Y	
												Belton Cass Regional TOD	Funding is contingent upon performance of TOD.		
P-2	Bel-Ray Connector Trail	1	-	\$480,000	-	-	-	-	-	\$480,000	\$344,100	STP	80% of reimbursable costs.	Y	
												Park (449)	Need local match of approximately \$135,634.		
Total										\$58,742,000					

FY2018-2022 CAPITAL IMPROVEMENT PROGRAM

Projects without Funding															
Project #	Project Title	Ward/Location	Prior	Expenditures							Possible Funding		Funding Notes	Funding Secured (Yes, No, Partially)	
				FY2018	FY2019	FY2020	FY2021	FY2022	Revised or (Unknown)	Total Needs	Funding Amount	Funding Source			
DW-2	WaterOne Connection	2	-	\$100,000	\$3,098,000	\$9,273,000	-	-	-	-	\$12,466,000				N
WW-1	Inflow and Infiltration Reduction Program	City Wide	-	\$1,290,000	\$370,000	\$1,210,000	\$1,200,000	\$1,200,000	-	-	\$7,586,957				N
SW-1	Stormwater Infrastructure Reconstruction Program	City Wide	-	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	-	-	\$17,000,000				N
SW-2	Lacy Estates Stormwater Improvements	3	-	\$9,004,000	-	-	-	-	-	-	\$9,004,000				N
SW-3	Summerseat Hills Stormwater Improvements	1	-	-	\$1,679,000	-	-	-	-	-	\$1,679,000				N
SW-4	Hargis Lake Stormwater Improvements	2	-	-	-	\$2,827,000	-	-	-	-	\$2,827,000				N
SW-5	Buesa Vista Stormwater Improvements	3	-	-	-	-	-	-	\$700,000	-	\$700,000				N
Fa-1	Transportation, Water Services, and Parks Maintenance Facility	UNKNOWN	-	\$5,000,000	-	-	-	-	-	-	\$5,000,000				N
Fa-2	Fire Station #3	UNKNOWN	-	\$125,000	\$300,000	\$3,100,000	-	-	-	-	\$3,525,000				N
ED-1	North Scott Corridor Improvements - Curb Replacement	2 and 4	-	-	\$2,000,000	-	-	-	-	-	\$2,000,000				N
ED-2	Land Purchase	2	-	-	\$1,250,000	-	-	-	-	-	\$1,250,000				N
P-4	Soccer Complex	4	-	-	-	-	-	-	\$13,000,000	-	\$13,000,000				N
Fa-3	High Blue Wellness Facility Upgrades	4	-	\$180,000	-	-	-	-	-	-	\$180,000				N
P-3	Cleveland Lake Restrooms	3	-	-	\$100,000	-	-	-	-	-	\$100,000				N
G-1	Golf Course Fairway Conversion to Zoysia Grass	2	-	-	\$350,000	-	-	-	-	-	\$350,000				N
G-2	Golf Course Clubhouse Improvements	2	-	-	\$150,000	-	-	-	-	-	\$150,000				N
G-3	Golf Course Irrigation Replacement and Improvements	2	-	-	-	-	-	-	\$1,100,000	-	\$1,100,000				N
T-1	Markey Parkway Extension to North Scott Avenue	4	-	-	-	-	-	-	\$6,030,000	-	\$6,030,000				N
T-6	Scott Avenue and State Highway 58 Intersection Realignment	3 and 4	-	-	-	-	-	-	\$2,533,000	-	\$2,533,000				N
T-7	Kentucky Road Improvements	1	-	-	-	-	-	-	\$3,500,000	-	\$3,500,000				N
T-8	Reconstruct Markey Road from North Scott Avenue to Westover Road	2	-	-	-	-	-	-	\$5,580,000	-	\$5,580,000				N
T-10	Construct Markey Parkway from Bales Road to Prospect Avenue	2	-	-	-	-	-	-	\$8,166,000	-	\$8,166,000				N
T-11	Reconstruct Markey Road from Westover Road to Bales Road	2	-	-	-	-	-	-	\$4,150,000	-	\$4,150,000				N
T-13	Cleveland Avenue Widening	3	-	-	-	-	-	-	\$6,570,000	-	\$6,570,000				N
T-17	Cambridge Road Widening	3 and 4	-	-	-	-	-	-	-	-	-				N
ED-3	East Outer Road Connection (old Southview)	4	-	-	-	-	-	-	-	-	\$750,000				N
ED-4	Waterline Connection (old Southview)	4	-	-	-	-	-	-	-	-	\$650,000				N
ED-5	Homes and 58 Sanitary Sewer	2	-	-	-	-	-	-	-	-	-				N
Total											\$110,848,957				

