



**CITY OF BELTON
CITY COUNCIL
PUBLIC HEARING & REGULAR MEETING
TUESDAY, SEPTEMBER 12, 2017 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

I. CALL PUBLIC HEARING TO ORDER – 7:00 P.M.

A. Fairfield Inn Community Improvement District (CID)

A public hearing will be held at 7:00 p.m., September 12, 2017, at Belton City Hall Annex, 520 Main Street. The hearing is being held pursuant to the requirements of Section 67.1421 of the Revised Statutes of Missouri regarding the establishment of the Fairfield Inn Community Improvement District. The proposed district is generally located at the northeast quadrant of the intersection of East North Avenue and Mullen Road, all in the City of Belton, Missouri. The exterior boundary of which is depicted on the map attached hereto.

Rich Wood, Gilmore & Bell, will present

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II. ADJOURN PUBLIC HEARING

III. CALL REGULAR MEETING TO ORDER

IV. PLEDGE OF ALLEGIANCE – Councilman Newell

V. ROLL CALL

VI. CONSENT AGENDA

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

A. Motion approving the minutes of the August 22, 2017, City Council Regular Meeting.

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- B. **Motion approving the purchase of a 2017 Ford F250 3/4 Ton, Regular Cab, 4 x 4, from Blue Springs Ford in Blue Springs, MO for \$25,542.00 and approving the equipment purchase for this vehicle specifically to install a truck side mount and wiring for Boss V Snowplow from American Equipment Company in Kansas City, MO for \$1,475.30 for a total purchase price of \$ 27,017.30 for the street department. Upon the replacement, approving the disposal/sale of the current Truck #32, 1998 Ford F150 ½ Ton, through Affiliated Auctioneers.**

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- C. **Motion approving the purchase of a 2017 New Dynapac CC 1300 Double Drum Asphalt Roller for \$49,750.00 with a trade-in allowance for the 2007 Ingersoll Rand DD38HF Asphalt Roller for \$10,000.00 from Rex Spencer Equipment Company in Belton, MO for a total purchase price of \$ 39,750.00 for the street department.**

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- D. **Motion approving the purchase of a new base service from SHI in the amount of \$11,242.93 for the police department computer system.**

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- E. **Motion approving the purchase of two (2) 2018 Ford Police Interceptor sedans for \$25,860.00 each and two (2) 2018 Ford Police Interceptor utility vehicles for \$28,760.00 from Dick Smith Ford for a total of \$109,240.00 for the police department.**

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VII. PERSONAL APPEARANCES

VIII. ORDINANCES

- A. **Motion approving final reading of Bill No. 2017-79:
An ordinance of the City of Belton, Missouri authorizing and approving a single contract with Ady Advantage that includes strategic planning and city visioning as follows: strategic planning for Economic Development, \$24,750 (\$39,750) and City visioning/strategic planning, \$8,500.**
- B. **Motion approving final reading of Bill No. 2017-80:
An ordinance approving a final plat of Fairfield Inn Belton, a 5.62-acre tract of land, a subdivision of lots 1 and 2, Fairfield Inn Belton, North Mullen Road, City of Belton, Cass County, Missouri.**
- C. **Motion approving final reading of Bill No. 2017-81:
An ordinance authorizing the City of Belton, Missouri through its Police Department to renew a maintenance/service contract for telephone hardware maintenance and replacement with Dice Communications.**

- D. Motion approving first reading of Bill No. 2017-82:
An ordinance approving a public service agreement with Oats, Inc at a rate of \$2,106 for a 12 month term.

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- E. Motion approving first reading of Bill No. 2017-83:
An ordinance approving a Tips Hotline contract with the Kansas City Metropolitan Crime Commission.

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- F. Motion approving first reading of Bill No. 2017-84:
An ordinance approving the petition for and establishing the Fairfield Inn Community Improvement District.

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- G. Motion approving first reading of Bill No. 2017-85:
An ordinance approving a cooperative agreement by and among the City of Belton, Missouri, Fairfield Inn Community Improvement District, and Salina Hotel Corporation.

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- H. Motion approving first reading of Bill No. 2017-86:
An ordinance approving a plan for an industrial development project for Salina Hotel Corporation; authorizing the issuance of taxable industrial revenue bonds (Fairfield Inn & Suites project), in an amount not to exceed \$7,746,700 for the purpose of purchasing and constructing a facility for use as a hotel to be operated as a commercial project within the City; and authorizing certain documents and action in connection therewith.

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IX. RESOLUTIONS

- A. Motion approving Resolution R2017-36:
A resolution of the Belton, Missouri City Council providing a procedure and schedule for establishing the Charter Review Commission as required by Section 15.8 of the Belton City Charter.

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B. Motion approving Resolution R2017-37:

A resolution of the Belton City Council appointing members to the Board of Directors of the Belton/Raymore Interchange Transportation Development District.

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C. Motion approving Resolution R2017-38:

A resolution of the City of Belton, Missouri authorizing and approving Task Agreement No. 9 with Olsson Associates for engineering services related to the Vicie Avenue culvert replacement in the amount of \$13,871.00.

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- X. CITY COUNCIL LIAISON REPORTS
- XI. MAYOR'S COMMUNICATIONS
- XII. CITY MANAGER'S REPORT
- XIII. MOTIONS
- XIV. OTHER BUSINESS
- XV. ADJOURN

SECTION I

A

9/12/17

Boundary Map Fairfield Inn CID



SECTION VI

A

**MINUTES OF THE
BELTON CITY COUNCIL
REGULAR MEETING
AUGUST 22, 2017
CITY HALL ANNEX, 520 MAIN STREET
BELTON, MISSOURI**

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

TAX LEVY

This public hearing was held at 7:00 p.m., August 22, 2017, at Belton City Hall Annex, 520 Main Street, during which citizens may be heard regarding property tax rates proposed to be set by the City of Belton. The tax rates shall be set to produce the revenues required to support the budget for the fiscal year beginning April 1, 2017 and ending March 31, 2018. The rates are based upon the current assessed valuation figures as provided by the Cass County Assessor's Office. Each tax rate is determined by dividing the amount of revenue, as authorized by the Missouri Constitution, by the current assessed valuation. This value is multiplied times 100 resulting in a tax rate expressed in cents per \$100 valuation.

Assessed Valuation (applies to calendar year 2017):
(By Categories)

	Current Tax Year 2017	Prior Tax Year 2016
Real Estate	\$ 210,002,919	\$ 191,563,489
Personal Property	46,331,633	44,053,352
Total Assessed Valuation	\$ 256,334,552	\$ 235,616,841

Tax Levy (applies to City's fiscal year):

	Property Tax Revenue FY2018 Budget	Proposed Tax Rate FY2018	Prior Year Tax Rate FY2017
General Fund	\$ 1,462,000	\$ 0.5261	\$ 0.5470
Parks & Recreation	560,000	0.2341	0.2434
Debt Service	2,625,000	1.1310	1.1300
Total	\$ 4,647,000	\$ 1.8912	\$ 1.9204

NOTE: Assessed valuation figures are subject to change as determined by the Cass County Assessor. These changes, should they occur, may impact the tax rates as shown above.

Sheila Ernzen, Finance Director, gave a brief summary. She said we did receive a third notice

from the county and these numbers are a little different than what was published in the newspaper. The difference was with our real estate and new construction. We are still seeing an overall decrease to levies. These are the rates set and seen by residents and property owners when they pay their tax bill. The general fund levy is down 2 cents; the park and recreation levy is down almost 1 cent, and the debt service levy is the same. Overall there is a .0292 decrease for the levy. Real estate in the city increased by \$18,439,430 and \$3.9 million is due to new construction. Personal property values increased by \$2,278,000.

Being no further input the public hearing adjourned at 7:06 P.M.

Mayor Davis called the regular meeting to order at 7:06 P.M.

Councilman Finn led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Jeff Davis, Councilmen Ryan Finn, Jeff Fletcher, Gary Lathrop, Bob Newel, Lorrie Peek, Tim Savage, Chet Trutzel, and Dean VanWinkle. Also present: Alexa Barton, City Manager; Megan McGuire, City Attorney; and Patti Ledford, City Clerk.

Mayor Davis wished Councilman Lathrop a birthday and congratulations on another year.

At 7:07 P.M., Councilman Newell moved to enter **Executive Session to discuss matters pertaining to scientific and technological innovations in which there is a proprietary interest, according to Missouri Statute 610.021.15, and that the record be closed.** Councilman Peek seconded. The following vote was recorded; Ayes: 9, Mayor Davis, Councilmen Fletcher, Trutzel, Savage, Lathrop, Newell, VanWinkle, Peek, and Finn; Noes: None; Absent: None.

The Council returned from Executive Session at 7:54 P.M.

CONSENT AGENDA:

Councilman Trutzel moved to approve the consent agenda consisting of **motion approving the minutes of the August 8, 2017, City Council Regular Meeting; a motion approving Resolution R2017-31: A resolution appointing Scott Von Behren and reappointing Chris Stewart, Randy Hendricks, and Robert Benson to serve on the Public Works Committee; a motion approving a temporary caterer's liquor license permit for Embrace the Grape, LLC, 301 NW Central St, Ste. J, Lee's Summit, for a beer garden (a designated and roped off area) at the Belton Fall Festival on September 8-9, 2017, at the corner of Main Street and Walnut Street, contingent upon obtaining their state liquor permit; a motion approving the purchase of a surveillance camera for the Police Department lobby from Kenton Brothers, Inc. in the amount of 3,137.35; and a motion approving the renewal of a one year security/camera system hardware maintenance agreement from Kenton Brothers for the Police Department in the amount of \$6,603.83.** Councilman Savage seconded. All voted in favor. Consent agenda approved

ORDINANCES:

Patti Ledford, City Clerk, gave the final reading of Bill No. 2017-76: **An ordinance readopting Ordinance No. 91-2073, as amended, establishing a procedure to disclose potential conflict of interest and substantial interest for certain municipal officials.** Presented by Councilman Savage, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 9, Mayor Davis, Councilmen Savage, Newell, Peek, Fletcher, Finn, Lathrop, Trutzel, and

VanWinkle; Noes: None; Absent: None. Bill No. 2017-76 was declared passed and in full force and effect as Ordinance No. 2017-4375, subject to Mayoral veto

Ms. Ledford gave the final reading of Bill No. 2017-77: **An ordinance approving an agreement by and between the City of Belton, Missouri and Mid-America Regional Council (MARC) for partial funding and contract services at the Belton senior center.** Presented by Councilman Trutzel, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Newell, Finn, Trutzel, Mayor Davis, Councilmen Lathrop, Fletcher, VanWinkle, Peek, and Savage; Noes: None; Absent: None. Bill No. 2017-77 was declared passed and in full force and effect as Ordinance No. 2017-4376, subject to Mayoral veto.

Ms. Ledford read Bill No. 2017-78: **An ordinance levying and fixing the rate of tax for municipal purposes, for the park fund, and the debt service fund for fiscal year 2018.** Presented by Councilman Savage, seconded by Councilman Lathrop. Vote on the first reading was recorded with all voting in favor. The final reading was read. Presented by Councilman Finn, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 9, Mayor Davis, Councilmen Trutzel, Savage, Lathrop, Newell, Fletcher, VanWinkle, Finn, and Peek; Noes: None; Absent: None. Bill No. 2017-78 was declared passed and in full force and effect as Ordinance No. 2017-4377, subject to Mayoral veto.

Ms. Ledford read Bill No. 2017-79: **An ordinance of the City of Belton, Missouri authorizing and approving a single contract with Ady Advantage that includes strategic planning and city visioning as follows: strategic planning for Economic Development, city portion \$24,750 for total of (\$39,750) and City visioning/strategic planning, \$8,500.** Presented by Councilman Trutzel, seconded by Councilman VanWinkle. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Ledford read Bill No. 2017-80: **An ordinance approving a final plat of Fairfield Inn Belton, a 5.62-acre tract of land, a subdivision of lots 1 and 2, Fairfield Inn Belton, North Mullen Road, City of Belton, Cass County, Missouri.** Presented by Councilman Trutzel, seconded by Councilman Peek. Mayor Davis said this has been a long time coming. Vote on the first reading was recorded with all voting in favor except Councilman Newell who voted no. First reading passed.

Ms. Ledford read Bill No. 2017-81: **An ordinance authorizing the City of Belton, Missouri through its Police Department to renew a maintenance/service contract for telephone hardware maintenance and replacement with Dice Communications.** Presented by Councilman Lathrop, seconded by Councilman Peek. Vote on the first reading was recorded with all voting in favor. First reading passed.

RESOLUTIONS:

Ms. Ledford read Resolution R2017-32: **A resolution of the City of Belton, Missouri authorizing and approving the renewal of the maintenance service agreement with Streetwise, Inc. for the annual street striping program.** Presented by Councilman Newell, seconded by Councilman Peek. Vote on the resolution was recorded with all voting in favor. Resolution passed.

Ms. Ledford read Resolution R2017-33: **A resolution approving Task Agreement #2017-2 with Streetwise, Inc. for the purpose of completing the annual street striping program at a not-to-exceed amount of \$65,000.00.** Presented by Councilman Savage, seconded by Councilman Peek. Vote on the resolution was recorded with all voting in favor. Resolution passed.

Ms. Ledford read Resolution R2017-34: **A resolution approving actions of the City Manager to engage Wiedenmann, Inc. for emergency repair of a water main due to flooding on the East Outer Road near the Cottages of Belton and ratifying Task Agreement #2017-3 in the amount of \$44,357.99.** Presented by Councilman Trutzel, seconded by Councilman Peek. Mayor Davis asked staff how they found out about the large water break. Don Tyler, Water Services Manager, explained it happened during a night of severe storms. He said we received an alarm in the early morning of July 27. When we receive those alarms it's advising us that our towers are dropping excessively fast. Crews were called in and dispersed throughout the city to try to find and locate the main. After driving the mains and walking the fields and were able to find the leak pretty quickly. It took roughly 1 ½ hours to shut down. If it is shut down too quickly it can cause other problems in the city. Mayor Davis asked what caused the break. Mr. Tyler said there was excessive water off of I-49 and it entered the creek near Springdale Lake and was so strong it eroded the banks away that was holding the main and exposed the 10" PVC water main which eroded back the two bale sections, which is where the pipes go together, and the two bale sections came apart. He estimated 1.25 million gallons of water was lost during that time from when the alarms went off until we found it. Councilman Savage asked what took place and how we can prevent this from happening again. Mr. Tyler said after the break was shut down we started calling our on call service providers to see who could respond the quickest. Wiedenmann said they could be there within 5-10 minutes and they were. All repairs were done to city specifications and he explained in detail what they did to fix it. Mayor Davis asked if we have maps on water mains in the city. Mr. Tyler said yes, there are roughly 35-40 mains. Councilman Newell commended them on doing a good job. Vote on the resolution was recorded with all voting in favor. Resolution passed.

Ms. Ledford read Resolution R2017-35: **A resolution adopting the Belton nature area project along Oil Creek, a designated floodplain zone, on city property north of the improved portion of the Oil Creek Trail between 162nd and 160th Streets including access by trail users for hiking, biking, for scout troops for scouting outdoor skills development, and to be used for overnight camping.** Presented by Councilman Trutzel, seconded by Councilman Lathrop. Vote on the resolution was recorded with all voting in favor. Resolution passed.

CITY COUNCIL LIAISON REPORTS:

Councilman Peek said Shane DeWald, Park Director, was present to give an update on the Park. Mr. DeWald said there is a lot going on. There is ongoing maintenance with the HVAC, recreation pool, community center and lights struck by lightning on the ball fields. We are also finishing up Memorial Park with the LWCF (Land Water Conservation). We have two shelters and restrooms which have to be completed by 12/31/17, it is coming along nicely, there is a lot of concrete being poured, and making it ADA accessible. We are working with Public Works on the Bel Ray connector trail and hope to start working on the design proposals after the first of the year.

There are three upcoming events:

- Doggie Dip Day September 9
- Dash for the Dog Park September 23

- Octoberfest September 30
-

Mayor Davis asked about the Mayor's Christmas tree. Mr. DeWald said a few have been identified.

MAYOR'S COMMUNICATIONS:

Mayor Davis said former civil defense/emergency management volunteer Rusty Bivans passed away and asked for moment of silence. He was a dedicated and devoted citizen in our community for a long time.

CITY MANAGER'S REPORT:

Alexa Barton, City Manager, asked Fire Chief Norman Larkey to report of last night's rain event. He said about 11:45 P.M., we started recalling some public works crews, off-duty chiefs and six emergency management volunteers were called out. They blocked 11 intersections throughout the night. Two people were pulled from their cars and in Oak Hill Mobile Home Park. Water was getting up next to some trailers and we pulled a couple of people from some trailers and had a problem with them wanting to get up on the bridge, so we ended up blocking the bridge. Worst was North Scott and we were out about 4 hours. All-in-all it went pretty smooth. Mayor Davis said his neighborhood was a disaster. He asked how much rain we got. Chief Larkey said he heard 6-8 inches of rain. Mayor Davis said he was out in the wee hours of the morning and it was neat to see our emergency management out with you, it was a well-coordinated machine and firefighters were in there water saving gear. It was scary driving around town. People were trying to drive through barriers. There were no fatalities. He was so very proud of our guys. Chief Larkey said on his way into the meeting he heard they pulled a body from Lake Annette.

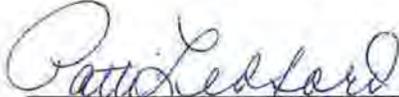
Ms. Barton said in light of additional flooding we are setting up dumpster sites for citizens to bring flood damaged items from their homes. It will be located at the Belton police department on the east side. It will be Friday and Saturday from 8:00 A.M.-2:00 P.M. Will see what the needs are this weekend and determine if we have to have another one.

Ms. Barton distributed the Charter Review Outline. She said she and the City Clerk, Patti Ledford, sat down and went over the Charter Review Commission in accordance with our Charter on what needs to be done. We have highlighted the dates we have in order to get this moving so a Charter Review Committee can be formed to review our existing Charter and make suggestions if we need to amend our Charter. Any amendments to the Charter would need to go on the November 2018 ballot. First thing we need to do is publish and campaign to attract qualified volunteers to serve on the commission. That will begin on August 28. Attached to the outline is the application. According to charter you can't be an elected official to serve on the Charter Review Commission. We will allow 30 days for individuals to apply to be on review. That in turn will come back to the City Council for review. At least 8 qualified voters, with no more than 30 % of commission members shall reside in one ward, will be chosen at the October 3 work session. Ultimately there will be two from each ward that would be appointed to serve on the Charter Review Commission. If you know of any individuals interested you have the application and it will be listed on the City's website and Facebook page. Mayor Davis reminded staff to have this information to the Council prior to the meetings so the Council has time to review it.

OTHER BUSINESS:

Mayor Davis encourage all council members to get out in their wards, especially when we have situations like the recent flood, and check to see if people need help. It is good to know and have a pulse of your area.

Being no further business, Councilman Lathrop moved to adjourn at 8:16 P.M. Councilwoman Peek seconded. All voted in favor. Meeting adjourned.


Patti Ledford, City Clerk

Jeff Davis, Mayor

SECTION VI

B



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: September 12, 2017

DIVISION: Transportation

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

Truck #32, 1998 Ford F150 ½ ton, truck was put into service in 1998. Per the Vehicle Equipment Replacement Program (VERP) criteria this vehicle should be replaced and is budgeted by Transportation FY2018. This vehicle needs replaced with a ¾-ton regular cab truck to assist with street maintenance needs.

These bids were prepared using the Missouri Department of Transportation cooperative contract. Each dealership's base model and option packages were cross referenced before selecting a dealership for quoting needs. Some vehicle models have been changed from 2017 to 2018 models at no additional cost.

PROPOSED CITY COUNCIL MOTION:

Approve the purchase of a 2017 Ford F250 ¾ Ton, Regular Cab, 4 x 4, from Blue Springs Ford in Blue Springs, MO for \$25,542.00 and approve the equipment purchase for this vehicle specifically to install a truck side mount and wiring for Boss V Snowplow from American Equipment Company in Kansas City, MO for \$1,475.30 for a total purchase price of \$ 27,017.30. Upon the replacement of a truck, approve the disposal/sale of the current Truck #32, 1998 Ford F150 ½ Ton, through Affiliated Auctioneers.

BACKGROUND:

Truck #32 has come to the end of its useful life. This vehicle continues to have more mechanical failures and isn't reliable when needed. The VERP program removes this vehicle from the fleet because of age and continued mechanical limits. This vehicle needs replaced with a ¾-ton regular cab truck to assist with street maintenance needs.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Blue Springs Ford
Amount of Request/Contract:	\$ 27,017.30 = (2017 Ford F250 ¾ Ton Regular Cab, 4x4)
Amount Budgeted:	\$ 35,000
Funding Source:	225-0000-495-7400
Additional Funds:	\$
Funding Source:	
Encumbered:	\$
Funds Remaining:	\$ 7,982.70

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of a 2017 Ford F250 3/4 Ton, Regular Cab, 4 x 4, from Blue Springs Ford in Blue Springs, MO for \$25,542.00 and approve the equipment purchase for this vehicle specifically to install a truck side mount and wiring for Boss V Snowplow from American Equipment Company in Kansas City, MO for \$1,475.30 for a total purchase price of \$ 27,017.30. Upon the replacement of a truck, approve the disposal/sale of the current Truck #32, 1998 Ford F150 ½ Ton, through Affiliated Auctioneers.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Missouri Department of Transportation Bidder List
- Blue Springs Ford 2017 Ford F250 ¾ Ton, Regular Cab, 4 x 4 Quote
- American Equipment Company Truck Side Mount and Wiring for Boss V Snowplow Quote

Missouri Department of Transportation
RFB 3-170105TV Medium Duty Vehicles
Multiple Award

ITEM # 1 - New standard equipped 2017 or Newer Model Regular Cab 1/2 Ton Pickup

VENDOR:	Blue Springs Ford	Broadway Ford with Riechers	Dave Sinclair Ford with Knapheide	Joe Machens Ford with Knapheide	Joe Machens Ford with Kranz	Lou Fusz Ford with Riechers	Republic Ford Inc. with Knapheide	Shawnee Mission Ford with Knapheide
	CAPACITIES & PRICES	CAPACITIES & PRICES	CAPACITIES & PRICES	CAPACITIES & PRICES	CAPACITIES & PRICES	CAPACITIES & PRICES	CAPACITIES & PRICES	CAPACITIES & PRICES
MAKE/MODEL	FORD F250 XL	FORD	FORD F-250	Ford F250 Regular Cab	Ford F250 Regular Cab	Ford F250	Ford F-250	Ford F-250 Regular Cab
GVWR	9,950/10,000	9,950	9,950	9,950	9,950	9,950	9,950 (4x2), 10,000 (4x4)	4x2 9,950 / 4x4 10,000
GAS MPG CITY / HWY	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
E-85 Compatible (Y/N)	Y	YES	Y	Yes	Yes	Yes	yes	GAS FFV
Engine Size/HP	6.2L/385	6.2L	6.2L 385 HP	6.2L V8 / 385 HP	6.2L V8 / 385 HP	6.2L FFV V-8 / 385 HP	6.2L, 385 HP	6.2L 385 HP
Tire Size	LT245/75R17E	LT245R17	LT245/75R17E	LT245/75R17E BSW - 4x2	LT245/75R17E BSW - 4x2	LT245/75R17	LT245/17 AS	LT245/75R17E BSW AS
Bed Length	8'	8'	8'	8'	8'	8'	8'	8'
BASE PRICE 2'WIDE BOX	\$ 21,535.00	\$ 22,650.00	\$ 22,002.00	\$ 21,846.00	\$ 21,646.00	\$ 21,733.00	\$ 22,150.00	\$ 21,035.00
BASE PRICE 4'WIDE BOX	\$ 23,988.00	\$ 25,232.00	\$ 24,462.00	\$ 24,059.00	\$ 24,009.00	\$ 24,795.00	\$ 24,603.00	\$ 24,088.00
OPTION 1B 2 Full length cab steps or running boards	\$ 304.00	\$ 295.00	\$ 273.00	\$ 295.00	\$ 295.00	\$ 320.00	\$ 295.00	\$ 295.00
OPTION 1C Bluetooth Capability	\$ 615.00	\$ 590.00	\$ 545.00	\$ 599.00	\$ 599.00	\$ 640.00	\$ 599.00	\$ 599.00
OPTION 1D Optional Rear Axle Ratio	N/A		N/A	N/A	N/A	N/A	\$ 359.00	N/A
OPTION 1F Commercial grade spray on bed lining	\$ 665.00	\$1,019.00 R	422 TRUCK 875 BODY	\$ 456.00	\$456 = pickup bed \$800 = upfit bed	\$ 395.00	\$ 456.00	\$ 485.00
OPTION 1G Bed/Tow Package delete	\$ (200.00)	\$ (515.00)	\$ 261.00	\$ (282.00)	\$ (282.00)	\$ (625.00)	\$ 280.00	\$ (250.00)
OPTION 1H Receiver trailer hitch	\$ 900.00	\$848.00 for utility body or platform	\$ 825.00	\$ 825.00	\$ 970.00	\$848.00 for utility body or platform	\$ 825.00	\$ 825.00
OPTION 1 I 1 Mounted 8' platform	\$ 2,325.00	\$ 2,046.00	\$ 2,325.00	\$ 2,325.00	\$ 2,585.00	\$ 2,046.00	\$ 2,325.00	\$ 2,325.00
OPTION 1 I 2 Mounted 8' aluminum platform	\$ 5,400.00	\$ 2,283.00	\$ 5,400.00	\$ 5,400.00	\$ 3,315.00	\$ 2,293.00	\$ 5,400.00	\$ 5,400.00
OPTION 1J Permanently installed bulkhead	\$ 500.00	\$464 - Steel \$520.00 - Aluminum	\$ 500.00	\$ 500.00		\$464 - Steel \$520.00 - Aluminum	\$ 500.00	\$ 500.00
OPTION 1K Mounted standard utility tool body	\$ 5,485.00	\$7,071.00 - Reading \$7,962.00 - RKI	\$5,485 \$5,995 \$5,975	\$ 5,485.00	\$ 6,750.00	\$7,071.00 - Reading \$7,962.00 - RKI	\$ 5,485.00	\$ 5,485.00
OPTION 1L Mounted fiberglass composite utility tool body	N/A		\$ 10,160.00	N/A	\$ 10,160.00		N/A	No Bid
OPTION 1M Utility tool body 3 section	\$ 1,850.00	\$2,135.00 - Reading \$1,785.05 - RKI	1850 KNAP 1452 STAHL	\$ 1,850.00	\$ 1,120.00	\$2,135.00 - Reading \$1,785.05 - RKI	\$ 1,850.00	\$ 1,850.00
OPTION 1N Additional set of keys	\$ 75.00	\$ 138.00	\$ 60.00	\$ 150.00	\$ 150.00	\$ 175.00	\$ 60.00	\$100 Chip
OPTION 1O Auxiliary Uplifter Switches	\$ 157.00	\$ 152.00	\$ 140.00	\$ 152.00	\$ 162.00	\$ 165.00	\$ 152.00	\$ 152.00
OPTION 1P Standard diesel engine in lieu of gasoline engine	\$ 8,355.00	\$ 8,092.00	\$ 7,910.00	\$ 7,909.00	\$ 7,909.00	\$ 8,795.00	\$ 8,092.00	\$8,092 / \$83 Engine Block Heater
% of Discount Off MSRP	5%	15%	10%	5%	5%	2.00%	5%	5%
MTD ARO (DAYS)	60-90	150	90	90-120	90-120	90-120	90-120	90-120

CITY OF BELTON
BLUE SPRINGS FORD PRICING QUOTE 08/11/17
ITEM #1 F250 REG CAB 4X4

MODOT CONTRACT 2017 MODEL YEAR

ITEM #1 F-250 REGULAR CAB, 8' BOX, 4X4, 6.2L GAS

**1 EACH 2017 F-250 REGULAR CAB, 4X4, 6.2L GAS, SRW, WITH MODOT
 ADDS: BRAKE CONTROL, CRUISE CONTROL DAYTIME LIGHTS**

TOTAL \$ 23,988

MODOT OPTION ADDS

SPRAY IN BED LINER	\$ 695
CAB PLATFORM STEPS	\$ 304
ADDITIONAL KEY (TOTAL OF 3)	\$ 75
SNOW FLOW PREP PACKAGE	\$ 81

CUSTOMER ADDS

UNDERSPRAY	\$ 399
	\$ -

TRUCK TOTAL \$ 25,542

MODOT BID KNAPHEIDE UPFIT ITEMS

NONE	\$ -
	\$ -
	\$ -
TOTAL	\$ -

NON-MODOT BID KNAPHEIDE UPFIT ITEMS

NONE	TOTAL \$ -
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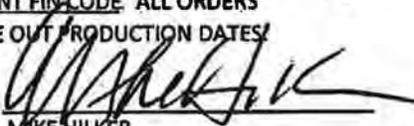
UPFIT TOTAL \$ -

TOTAL PRICE QUOTE TRUCK AND UPFIT \$ 25,542

NOTE:

**TO QUALIFY FOR MODOT STATE CONTRACT PRICING AND GOVERNMENT DISCOUNTS
 YOUR AGENCY MUST HAVE A CURRENT FORD GOVERNMENT FIN CODE. ALL ORDERS
 ACCEPTED ARE SUBJECT TO FORD'S MODEL YEAR BALANCE OUT PRODUCTION DATES!**

NAME/TITLE _____
 ACCEPTED AS PER ABOVE
 ORDER PO# _____


 MIKE HILKER
 BLUE SPRINGS FORD, FLEET MGR
 DIRECT LINE 816-220-4608

American

EQUIPMENT CO.
 3250 Harvester Road
 Kansas City, Kansas 66115
 (Phone) 913-342-1450 (Fax) 913-342-1377
 sales@americanequipment.us

QUOTATION

DATE	Quotation #
8/11/2017	081117/6RK

NAME / ADDRESS
City of Belton Attention: Street Dept. 506 Main Belton, MO 64012

TO CONFIRM ORDER
Quote Accepted by _____
Date _____
P.O. # _____

LEAD TIME	TERMS	REP	FOB	PHONE	FAX #	
	Due on Rece...	REK		816-331-7516	816-322-1657	
QTY	ITEM	DESCRIPTION		U/M	COST	Total
1	300	Equipment for 2017 Ford F-250: Supply and install truck side mount and wiring for Boss V snowplow including: - undercarriage - light adapter - wiring harness (less controller) Option: Handheld controller - add \$162.00 (price is when purchased with wiring kit above only)			1,475.30	1,475.30
Quoted by Ryan Keith					Total	\$1,475.30

This quote is valid for 30 days. Applicable taxes not included.

SECTION VI
C



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: September 12, 2017

DIVISION: Transportation

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

The 2007 Ingersoll Rand DD38HF Asphalt Roller was put into service in 2007. Per the Vehicle Equipment Replacement Program (VERP) criteria, this roller should be replaced and was budgeted by Transportation in FY2017, which means this purchase is a “carryover” from the FY2017 budget (Ordinance No. 2017-4349). This roller needs replaced to assist with street maintenance needs.

Transportation Division was not able to use the MoDOT cooperative contract due to the smaller-sized roller used by the Transportation Division. These bids were prepared by the Transportation Division using local equipment company vendors. Each equipment company’s base model and option packages were cross referenced before selecting a dealership for quoting needs and included trade-in. Quotes were received from Foley Equipment Company (\$42,696.16); Road Builders Machinery and Supply Company, Inc. (\$39,750.00); and Rex Spencer Equipment Company (\$39,750.00). Rex Spencer was chosen because they were the low bid and are a local (Belton) vendor.

PROPOSED CITY COUNCIL MOTION:

Approve the purchase of a 2017 New Dynapac CC 1300 Double Drum Asphalt Roller for \$49,750.00 with a trade-in allowance for the 2007 Ingersoll Rand DD38HF Asphalt Roller for \$10,000.00 from Rex Spencer Equipment Company in Belton, MO for a total purchase price of \$ 39,750.00.

BACKGROUND:

The 2007 Ingersoll Rand DD38HF Asphalt Roller is starting to have mechanical failures and isn’t always reliable when needed. The VERP program removes this roller from the fleet because of age and continued mechanical limits. This roller needs replaced to assist with daily operations.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Rex Spencer Equipment Company		
Amount of Request/Contract:	\$	39,750.00	= 49,750.00 – 10,000.00 Trade-in = 39,750.00
Amount Budgeted:	\$	44,000.00	(FY17 carryover – Ordinance No. 2017-4349)
Funding Source:	225-0000-495-7400		
Additional Funds:	\$		
Funding Source:			
Encumbered:	\$		
Funds Remaining:	\$	4,250.00	

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of a 2017 New Dynapac CC 1300 Double Drum Asphalt Roller for \$49,750.00 with a trade-in allowance for the 2007 Ingersoll Rand DD38HF Asphalt Roller for \$10,000.00 from Rex Spencer Equipment Company in Belton, MO for a total purchase price of \$ 39,750.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Rex Spencer Equipment Company Quote & Specification Information
- Road Builders Machinery and Supply Company Quote & Specification Information
- Foley Equipment Company Quote & Specification Information



"The Dealer does make a difference!"

9/1/2017

City of Belton MO
Monte Johnson

Confidential Equipment Quote

New Dynapac CC1300 Double Drum Asphalt Roller	\$	49,750.00
Trade Allowance Ingersol Rand DD-38	\$	10,000.00
Difference	\$	39,750.00

Warranty Information:

manufactures warranty for 12Months or 1500hrs.

Financing Options:

Should you have any questions or need further information, please contact me at your earliest convenience. This quote expires 9-30-2017

Sincerely,
Jason Woods-Territory Sales

Cell 816-556-6950
323 North Mullen Road
Belton, Missouri 64012
816-331-6078 or **800-878-6078**
Fax 816-331-2539

www.rexspencer.com

DYNAPAC TANDEM ASPHALT ROLLERS



Dynapac CC800, CC900, CC900S, CC1000
CC1100, CC1200, CC1300
CC1100C, CC1200C, CC1300C

Atlas Copco



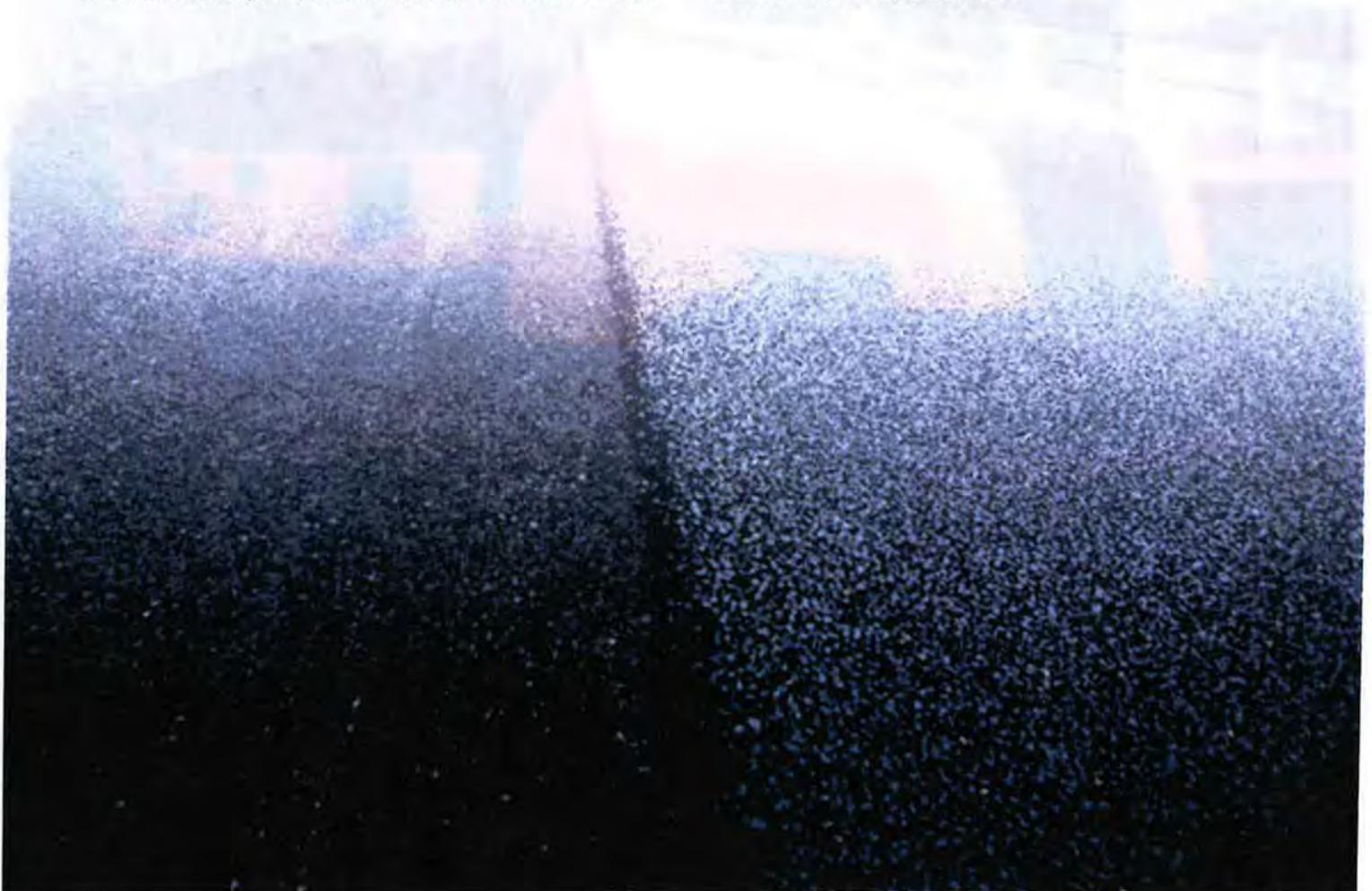
DYNAPAC IS THE WORLD'S MOST SPECIALIZED and experienced manufacturer of compaction and paving equipment. Our expertise has resulted in numerous successful innovations. To put it simply, we know this business and we've got the power to transform groundbreaking ideas into cost-efficient solutions and reliable machines.

BUILDING ON EXPERIENCE

That is why Dynapac is a winner when you compare overall profitability and life-cycle cost. In our lean and target-oriented organization, there are very short and straight paths between development, manufacturing and our worldwide service network. As a result, you benefit from quality products, exceptional maintenance

and service, and overall superior equipment performance.

Our small tandem vibratory rollers are a series of highly efficient rollers that can make your project more profitable and strengthen your reputation as a trustworthy working partner.





SMALL SCALE COMPACTION WORK

DYNAPAC'S RANGE OF SMALL TANDEM ASPHALT ROLLERS – the Dynapac CC800, CC900, CC900S and CC1000 – are used primarily for small-scale compaction work such as pavements, cycle paths, small roads and small parking areas – places that need compaction but are difficult to reach with a larger roller. These small tandem rollers come with an operating mass of approximately 1.6 tons and drum widths of 31.5, 35 and 39 inches.

GET THE JOB DONE

LOW NOISE - HIGH POWER

The powerful and quiet water-cooled three-cylinder diesel engine produces 17.3 kW (23.5 hp). With the large drum diameter and the drive motors connected in series, there is excellent accessibility and hill-climbing capability. Propulsion and vibration are standard on both drums. As an option, vibration can be switched off on either the front or the rear drum.

FEATURES THAT MATTER

These rollers are equipped with an innovative sprinkler tube and self-draining nozzles to minimize the risk of ice plugs in cold weather.

The 30 gal water tank allows long periods of work between refills*. To further extend work periods, an optional sprinkler timer is available. The powerful water pump is the same model as used on our larger asphalt machines.

OPERATOR FRIENDLY

A spacious, vibration-damped operator platform and an ergonomically positioned step make these machines extremely operator-friendly. A modern, easily readable instrument panel with a warning panel and a fuel gauge is standard.

EASY TRANSPORTATION

To easily transport the roller between work sites, the machines are fitted with a robust central lifting eye that allows fast and easy loading. Standard folding ROPS keeps the transport height to a minimum.

MINIMUM SERVICE REQUIRED

Extended service intervals minimize maintenance costs. The machines have a maintenance-free steering hitch and steering cylinder. The few remaining service points are easily accessible.



DYNAPAC CC900S

The "single arm" version - Dynapac CC900S - has the right side of the front drum free, which makes it possible to compact close to walls. The front and rear drum have an offset of 2.36 inches.

DYNAPAC CC800 CC900 CC900S CC1000

Dynapac will always help you maximize your equipment's performance.

ON TIME AND ON BUDGET

Powerful and silent three-cylinder, water-cooled diesel engine.

Central lifting point.

Standard foldable ROPS.

Spacious operator platform.

Serial-connected drum drive motors contribute to excellent hill-climbing capacity.

Fail-safe brakes

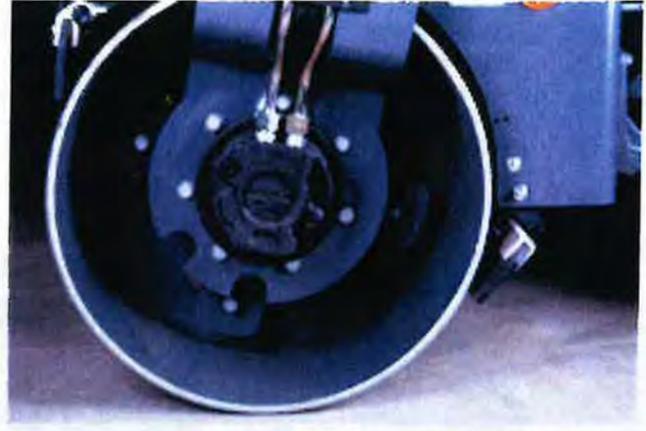
Ergonomic boarding steps.

Maintenance-free steering hitch and steering cylinder.

GET THE JOB DONE. ON TIME AND ON BUDGET.



Easily readable instrument panel with fuel gauge. Very low vibration levels on the operator's platform.



Big drum diameter makes compaction easier even on soft, tricky asphalt mixes. Thick drum shells for long life.



Pressurized sprinkler system with a powerful water pump and self-draining sprinkler tubes and nozzles.



Long service intervals, together with maintenance-free steering hitch and steering cylinder, contribute to a minimum of maintenance.



A robust central lifting eye allows fast and easy loading.



A spacious vibration-damped operator platform with comfort seat and dual forward/reverse levers for total operator comfort.

DYNAPAC CC800, CC900, CC900S AND CC1000

Included:

Backup alarm
CE sign
Comfort seat
Cup/can holder
Foldable ROPS incl. seat belt
Large water tank, 50 gal
Rotating beacon
Sprinkler timer
Vibr. shut off, front or rear drum
Working lights

Options:

Biodegradable hydraulic fluid
Driving lights, right-or-left handed
Dual forward/reverse control
Fire extinguisher
Hearing protectors
License plate light
Rear-view mirror, traffic view
Service kit 50/500/1000 h
Side direction lights (driving lights required)

Slow Moving Vehicle sign
Special color (one or two)
Spring-loaded scrapers
Tool set
Water tank cover, lockable



STREET-SMART COMPACT TANDEM ROLLERS

DYNAPAC'S SERIES OF ARTICULATED COMPACT TANDEM ROLLERS – the Dynapac CC1100, CC1200 and CC1300 – are designed for compaction on city streets where size and noise matter most. The series has an operating weight of 2.4 metric tons to 4 metric tons and is available with double steel vibratory drums or one vibration drum and four static rubber tires - a combi version. All models feature design improvements and T4f engines which fulfil the latest emission legislation requirements.

COMPACT EFFICIENCY

ON THE SURFACE

All three double-drum models feature vibration and drive on both drums. A large drum diameter makes them especially effective on soft asphalt. The optimum ratio of drum diameter to static linear load reduces the risk of cracks.

All models in the series are perfect for urban areas, streets and roads. The CC1300 is also suitable for compacting subbases and bases and has the capacity to follow a paver.

IN THE DRIVER'S SEAT

An optional sideways sliding seat and operator-friendly dual front and reverse controls improve visibility for better control and better compaction. The ample clearance at the edge of the drums makes this true even close to high curbs.

The series features a new control panel and low noise and vibration levels to reduce operator fatigue. A low center of gravity keeps the machines stable, and sturdy handgrips and steps enable safe boarding.

An interlock system prevents the engine from accidentally starting. An automatic brake lock is applied if the engine stops or if there is a problem in the hydraulic or electric brake circuits.

EASE OF MAINTENANCE

Three separate filters in the sprinkler water system ensure no clogged sprinkler nozzles. The entire system can be drained easily without special tools. Filters for hydraulic fluid, engine oil and fuel are easily accessible.

Modularity is a cornerstone when it comes to building Dynapac rollers, which are built from many existing common parts. This means parts are easily accessible and readily available, which reduces equipment downtime.

SUSTAINABLE PRODUCTIVITY

Dynapac develops and manufactures products with the goal of sustainability: low operating costs and long-lasting quality equipment that creates high-quality results for the companies who use Dynapac. These articulated small tandem asphalt rollers are no exception.

The Dynapac CC1100 and 1200 are powered by a fuel-efficient 25 hp Kubota engine which complies with the latest engine emission legislations without the cost and complexity of an after treatment system. These rollers are equipped with Dynapac's efficient eccenters, giving the roller optimal performance in the vibration starting process. The Dynapac 1300 features a 49 hp engine which is quieter than ever.

Long service intervals mean fewer oil changes and less money spent on routine maintenance. The corrosion-free water tanks are made of impact-resistant and recyclable polyethylene plastic. As an option, the machines can be equipped with biodegradable hydraulic oil.

DYNAPAC CC1100 CC1200 CC1300

ALL MODELS AVAILABLE AS COMBI VERSION

The combi rollers reduce the risk of marring newly laid asphalt when making sharp turns.

The rubber tires are operated in pairs by separate drive motors.



Hydraulic fluid, engine oil and fuel system filters are easy to reach and easy to change. Long service intervals means less downtime.

Safety interlock to prevent accidents – The operator must be in the seat before the engine will start.

Ergonomic F/R handle.

The corrosion-free and impact-resistant water tank is made of recyclable material. Large opening for easy filling.

Silent, water-cooled diesel engine.

Automatic brake lock if the engine stops or if there is a problem in the hydraulic or electric brake circuits.

Easily drained sprinkler system. No special tools required.



ATTENTION TO DETAIL - THE BASE OF PERFECTION



Silent and powerful water-cooled Kubota diesel engine. The large easy-to-open engine hood contributes to great accessibility.



The water tank has a large opening for easy filling.



Pressurized sprinkler system with a powerful water pump and self-draining sprinkler tubes and nozzles.



Fail-safe brakes on both drums (or drum + combi wheels), which apply automatically in the event of a failure in the engine, hydraulics or an electrical fault in the brake system.



Sturdy handgrips and ergonomic steps enable safe boarding.



High clearance of the edge of the drums facilitates compaction close to high curbstones. Excellent view over the drum edges for better control and compaction results.



DYNAPAC CC1100, CC1200, CC1300 + Combi versions

Included:

Backup alarm
Brake release
CE Sign
Dual arm rest
Dual forward/reverse control
Foldable ROPS incl. seatbelt
Rotating beacon
Sprinkler timer
Spring-loaded scrapers
Slideable comfort seat
Vibration shut off, front drum
Working lights

Options:

Biodegradable hydraulic fluid
Driving lights, right-or-left handed
Dual frequency (CC1100/1200)
Flow divider
Fire extinguisher
Footrest
Hearing protectors
License plate light
Rear-view mirror, traffic view
Service kit 50/500/1000H
Side direction lights (driving lights required)

Slidable lux seat
Slow Moving Vehicle sign
Special color (one or two)
Tool set
Towing eyelet
Water tank cover, lockable

	CC800	CC900	CC900S	CC1000	CC1100	CC1200	CC1300
Drum width, in	31.5	35	35	39	42	47	51
MASSES							
Operating mass, lb (incl. ROPS)	3,475	3,500	3,600	3,700	5,200	5,750	8,600
Module mass, lb (front/rear)	1,630/1,845	1,650/1,850	1,700/1,900	1,730/1,970	2,500/2,700	2,800/2,975	4,200/4,400
TRACTION							
Speed range (mph)	0-6	0-6	0-6	0-6	0-6	0.6-2	0.6-2
Vertical oscillation (Deg)	±13	±13	±13	±13	±10	±10	±10
Theor. Gradeability (%)	40% ¹	40% ¹	40% ¹	40% ¹	49% ¹	43% ¹	37% ¹
COMPACTION							
Centrifugal force, lb	3,820	3,820	3,800	3,820	3,940/7,520	4,550/8,660	8,100
Nominal amplitude, in	0.02	0.02	0.01	0.01	0.02	0.02	0.02
Static linear load lb/in (front/rear)	52/58	46/53	49/53	44/50	59/64	59/63	82/86
Vibration frequency, VPM (high/low frequency)	4,200	4,200	4,200	4,200	2,940/4,140	2,940/4,140	3,180
Water tank, Gal	30	30	30	30	42	42	53
ENGINE							
Manufacturer/Model	Kubota D1105-E4B	Kubota D1105-E4B	Kubota D1105-E4B	Kubota D1105-E4B	Kubota D1703-D1 T4f	Kubota D1703-D1 T4f	Kubota D1803-CR TE4B T4f
Rated power (hp) SAE J1995	24 @ 2800 rpm	25 @ 2200 rpm	25 @ 2200 rpm	49 @ 2700 rpm			

	CC1100C	CC1200C	CC1300C
Drum width, in	42	47	51
MASSES			
Operating mass, lb (incl. ROPS)	5,075	5,350	8,300
Module mass, lb (front/rear)	2,500/2,575	2,775/2,575	4,275/4,025
TRACTION			
Speed range (mph)	0-6	0-6	0-6
Vertical oscillation (Deg)	±10	±10	±10
Theor. Gradeability (%)	68% ¹	63% ¹	37% ¹
COMPACTION			
Centrifugal force, lb	3,940/7,520	4,550/8,660	8,100
Nominal amplitude, in	0.02	0.02	0.02
Static linear load lb/in (front/rear)	59/63	59/55	83/78
Vibration frequency, VPM (high/low frequency)	2,940/4,140	2,940/4,140	3,180
Water tank, Gal	42	42	53
ENGINE			
Manufacturer/Model	Kubota D1703-M T4f	Kubota D1703-M T4f	Kubota D1803-CR TE4B T4f
Rated power (hp) SAE J1995	25 @ 2200 rpm	25 @ 2200 rpm	49 @ 2700 rpm
Fuel tank capacity, Gal	13	13	13

HYDRAULIC SYSTEM

Driving axial piston pump with variable displacement and servo
 Two radial piston motors with constant displacement
 Vibration gear pump, motors with constant displacement
 Steering gear pump with constant displacement
 Service brake hydrostatic in forward and reverse lever
 Parking/emergency brake, fail safe brake in both drums

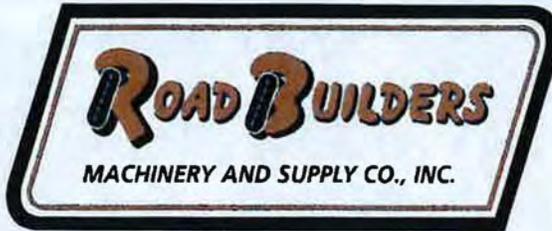
COMMITTED TO SUSTAINABLE PRODUCTIVITY

We stand by our responsibilities towards our customers, towards the environment and the people around us. We make performance stand the test of time.

This is what we call - Sustainable Productivity.

Atlas Copco Road Equipment
 Construction Equipment North America LLC
 1059 Paragon Way, Rock Hill, SC 29730
 Tel. 800 732-6762 Fax. 303-288-8828
www.atlascopco.us





QUOTE

1001 S. 7th Street | Kansas City, KS 66105
Ph: (913) 371-3822 | Fax: (913) 371-3870

Prepared for:
 Monte Johnson
 City of Belton
 1201 Street Barn Ln.
 Belton, MO 64012

Date:	8/23/2017
PO #:	
FOB:	
Salesman:	Jeremy Manning
Cell Phone:	(816)898-9728

Stock #	Description	Price
New	Bomag Compactor Model BW135AD-5; 2017; New Machine; 8,488 lb/51.2" Drum Width ; Tandem Roller; Kubota Diesel Engine; No Daily Grease Points; Economizer INCLUDED; Warranty 1 Year or 1,000 Hours	\$48,850.00
	Trade-In Value-Model DD38HF- 8,400lb/54.1" drum width	(\$9,100.00)
	We rent and service Bomag equipment to contractors in KC Metro area and beyond. This is a highly durable and simple to use product.	
	Subtotal:	\$39,750.00
	Shipping:	FOB
	Tax:	TBD
	Total:	

Notes: We are the BOMAG dealer for your area and can help you with any parts and/or future service issues if needed!

Thank you for your business!



BOMAG
FAYAT GROUP

Tandem Vibratory Roller BW135AD-5, BW138AD-5

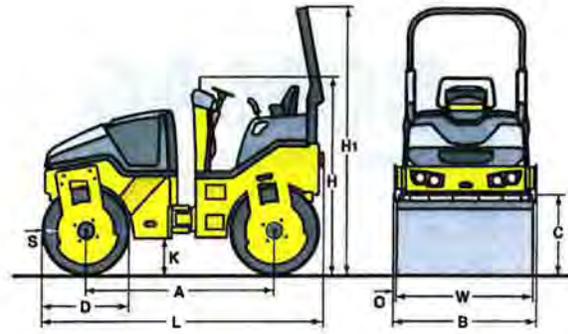


KEY FEATURES

- Kubota diesel engine
- Foldable ROPS
- Dual Vibration Frequency
- Double travel lever and sliding seat
- No daily grease points
- Easy & simple operation
- Optional ECONOMIZER

Technical Specifications

BW135AD-5, BW138AD-5



Shipping dimensions in cubic feet (m³)

BW135AD-5	377	(10.7)
BW138AD-5	398	(11.3)

Standard Equipment

- Hydrostatic travel and vibration drives
- Dual vibration frequency
- Foldable ROPS with safety belts
- Suspended operator's platform
- Adjustable operator's seat
- Lateral sliding seat
- Seat with safety contact switch
- Double travel lever
- Individual vibration control
- 2 flexible scrapers per drum
- Bolt-on oscillating/articulating joint
- Pressure water sprinkler system
- Water system interval switch
- Lockable engine cover
- Lockable dashboard cover
- Emergency stop button
- Working lights front/rear
- Fuel level indicator
- Hour meter
- Back-up alarm

Optional Equipment

- Economizer (Factory Installation)
- Rotary beacon
- Edge cutter
- Indicator and hazard lights
- Biodegradable hydraulic oil
- Special paint color

Dimensions in inches (mm)

	A	B	C	D	H	H ₁	K	L	O	S	W
BW135AD-5	74.8 (1900)	54.7 (1390)	27.6 (700)	35.4 (900)	74.8 (1900)	106.3 (2700)	13.4 (340)	111.8 (2840)	1.7 (44)	0.6 (16)	51.2 (1300)
BW138AD-5	74.8 (1900)	57.9 (1470)	27.6 (700)	35.4 (900)	74.8 (1900)	106.3 (2700)	13.4 (340)	111.8 (2840)	1.7 (44)	0.7 (18)	54.3 (1380)

Technical Data

Weights

Operating weight w. ROPS CECE.....	lbs (kg)	8488 (3850)
Average axle load CECE.....	lbs (kg)	4244 (1925)
Average static linear load CECE.....	pli (kg/cm)	82.9 (14.8)

Driving Characteristics

Working speed.....	mph (kmph)	0 - 3.1 (0 - 5)
Max. travel speed.....	mph (kmph)	0 - 6.2 (0 - 10)
Gradeability (with / without vibration).....	%	40

Drive

Engine manufacturer + type.....	Kubota V 2203
Tier Compliance.....	Tier 4i
Cooling.....	water
Number of cylinders.....	4
Performance SAE J 1995 (ISO 9249).....	45.3 (33.3) @ 2600 rpm
Speed adjustment 1.....	2600 rpm
Speed adjustment 2.....	2300 rpm
Electric equipment.....	12 V
Drive system.....	hydrostatic

Brakes

Service brake.....	hydrostatic
Parking brake.....	hydromec.

Steering

Steering system and method.....	oscil. / artic. / hydrostatic
Steering / Oscillating angle +/-.....	32 / 10 degrees
Crab walk / Mechanical.....	2 (50) in (mm)
Track radius, inner.....	104.9 (2665) in (mm)

Exciter system

Vibrating drum.....	front + rear
Drive system.....	hydrostatic
Frequency.....	3480 / 2820 (58 / 47) vpm (Hz)
Amplitude.....	0.016 (0.4) in (mm)
Centrifugal force (each drum).....	9000 / 5850 (40 / 26) lbs (kN)

Sprinkler System

Type.....	pressure with interval
-----------	------------------------

Capacities

Fuel.....	gal (l)	14.5 (55)
Water.....	gal (l)	81.9 (310)

Technical modifications reserved. Machines may be shown with options.

BOMAG

BW135AD-5

Operating weight w. ROPS CECE.....	8488 (3850)
Average axle load CECE.....	4244 (1925)
Average static linear load CECE.....	82.9 (14.8)

Working speed.....	0 - 3.1 (0 - 5)
Max. travel speed.....	0 - 6.2 (0 - 10)
Gradeability (with / without vibration).....	40

Engine manufacturer + type.....	Kubota V 2203
Tier Compliance.....	Tier 4i
Cooling.....	water
Number of cylinders.....	4
Performance SAE J 1995 (ISO 9249).....	45.3 (33.3) @ 2600 rpm
Speed adjustment 1.....	2600 rpm
Speed adjustment 2.....	2300 rpm
Electric equipment.....	12 V
Drive system.....	hydrostatic

Service brake.....	hydrostatic
Parking brake.....	hydromec.

Steering system and method.....	oscil. / artic. / hydrostatic
Steering / Oscillating angle +/-.....	32 / 10 degrees
Crab walk / Mechanical.....	2 (50) in (mm)
Track radius, inner.....	104.9 (2665) in (mm)

Vibrating drum.....	front + rear
Drive system.....	hydrostatic
Frequency.....	3480 / 2820 (58 / 47) vpm (Hz)
Amplitude.....	0.016 (0.4) in (mm)
Centrifugal force (each drum).....	9000 / 5850 (40 / 26) lbs (kN)

Type.....	pressure with interval
-----------	------------------------

Fuel.....	gal (l)	14.5 (55)
Water.....	gal (l)	81.9 (310)

BOMAG

BW138AD-5

Operating weight w. ROPS CECE.....	9370 (4250)
Average axle load CECE.....	4685 (2125)
Average static linear load CECE.....	86.3 (15.4)

Working speed.....	0 - 3.1 (0 - 5)
Max. travel speed.....	0 - 6.2 (0 - 10)
Gradeability (with / without vibration).....	30 / 40

Engine manufacturer + type.....	Kubota V 2203
Tier Compliance.....	Tier 4i
Cooling.....	water
Number of cylinders.....	4
Performance SAE J 1995 (ISO 9249).....	45.3 (33.3) @ 2600 rpm
Speed adjustment 1.....	2600 rpm
Speed adjustment 2.....	2300 rpm
Electric equipment.....	12 V
Drive system.....	hydrostatic

Service brake.....	hydrostatic
Parking brake.....	hydromec.

Steering system and method.....	oscil. / artic. / hydrostatic
Steering / Oscillating angle +/-.....	32 / 10 degrees
Crab walk / Mechanical.....	2 (50) in (mm)
Track radius, inner.....	103 (2616) in (mm)

Vibrating drum.....	front + rear
Drive system.....	hydrostatic
Frequency.....	3480 / 2820 (58 / 47) vpm (Hz)
Amplitude.....	0.016 (0.4) in (mm)
Centrifugal force (each drum).....	10800 / 6975 (48 / 31) lbs (kN)

Type.....	pressure with interval
-----------	------------------------

Fuel.....	gal (l)	14.5 (55)
Water.....	gal (l)	81.9 (310)





Foley Equipment Company, 1550 S. West Street, Wichita, KS 67213 Phone:(316) 943-4211

PURCHASER	CITY OF BELTON			
STREET ADDRESS	506 MAIN			
CITY/STATE	BELTON, MO	COUNTY	CASS	
POSTAL CODE	64012	PHONE NO.	816 331 4331	
EQUIPMENT	Monte Johnson			
PRODUCT SUPPORT	Monte Johnson			
INDUSTRY CODE:	LEGISLATIVE BODIES (9121)	PRINCIPAL WORK CODE		F.O.B. AT: Kansas City, MO

CUSTOMER NUMBER	011431	Sales Tax Exemption # (if applicable)	12486710	CUSTOMER PO NUMBER	
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PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/>
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00	CONTRACT INTEREST RATE	0.00
PAYMENT PERIOD		PAYMENT AMOUNT		NUMBER OF PAYMENTS	
				OPTIONAL BUY-OUT	\$0.00

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR	MODEL: CB34B	YEAR: 2017	
STOCK NUMBER: PGN0951	SERIAL NUMBER: 0XB400419		
CB34B UTILITY COMPACTOR	367-6625	SWITCH, BATTERY DISCONNECT	364-2297
CB34B 2017		PRODUCT LINK INSTALLATION	463-3787
ENGINE, TIER 4F, STAGE 4	367-6580	PRODUCT LINK, CELLULAR PL641	454-5454
PROPEL, STANDARD	456-2578		
PUMP, PROPEL, STANDARD	367-6593		
OIL, HYDR, FACTORY FILLED	367-6636		
LIGHTING PACKAGE, STANDARD	432-6053		
SEAT, WITH SAFETY SWITCH	364-2277		
BELT, SEAT, 2" SUSPENSION	376-7962		
SUPPORT, SLIDING FOR SEAT	364-2279		
ROPS, FOLDABLE	367-6629		
TRAVEL CONTROL, DUAL LEVER	367-6538		
INSTRUCTIONS, NORTH AMERICAN	364-2281		
SERIALIZED TECHNICAL MEDIA KIT	421-8926		
ROLL ON-ROLL OFF	0G-0044		

TRADE-IN EQUIPMENT				SELL PRICE	\$48,196.16
MODEL: DD38HF - INGERSOLL RAND (IR)	YEAR: 2007	SN.: 194820		LESS GROSS TRADE ALLOWANCE	(\$5,500.00)
PAYOUT TO: _____	AMOUNT: _____	PAID BY: Dealer		PLUS ANY APPLICABLE TAXES	\$42,696.16
MODEL: _____	YEAR: _____	SN.: _____		ACH Information:	
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		Bank = Wells Fargo NA	
MODEL: _____	YEAR: _____	SN.: _____		ABA number 121000248	
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		Account number 4121956387	
MODEL: _____	YEAR: _____	SN.: _____		Email remittance advice to ACHPMTS@foleyeq.com	
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____			
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.					
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.					

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL	<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL
<p>The customer acknowledges that he has received a copy of the Foley Equipment Company/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 12 months unlimited hours</p>		<p>All used equipment is sold as is where is and no warranty is offered or implied except as specified here: Warranty applicable:</p>	
CSA:			
NOTES:			

By checking this box, the assignment denoted in Item No. 9 on the back of the contract applies. By checking this box, the assignment denoted in Item No. 9 on the back of the contract does not apply.

This order is not valid until approved by Sales Manager

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

ORDER RECEIVED BY	Foley Equipment Company	PURCHASER
John Pamperin		
REPRESENTATIVE	APPROVED AND ACCEPTED ON	
	CITY OF BELTON	
SALES MANAGER BY		PURCHASER
	SIGNATURE	

TERMS AND CONDITIONS

1. Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
2. This order, when accepted by Seller, shall become a binding contract, but shall be subject to strikes, lockouts, accidents, fire, delays in manufacturing or transportation, acts of God, embargoes, or governmental action, or any other causes beyond the control of the Seller, whether the same as or different from the matters and things hereinbefore enumerated, and any of said causes shall absolutely absolve the Seller from any liability to the buyer under the terms hereof.
3. Unless the equipment is paid in full in cash at the time of delivery, Seller retains and Buyer hereby grants to Seller a purchase-money security interest in the equipment, including all accessories, spare parts, special fittings, and tools thereof, and all additions, accessions, increases, improvements, renewals, substitutions, or replacements thereof (collectively, the "Collateral"), together with all proceeds from any sale or other disposition of all or any part of the Collateral to secure the full amount owed therefore, together with all interest, fees, and penalties. Unless Buyer shall execute a separate security agreement with Seller covering the Collateral, this Agreement shall constitute a security agreement for the Collateral. Promptly upon request, Buyer agrees to execute a note or other evidence of Buyer's indebtedness for the Collateral, which shall only constitute evidence of such indebtedness and not a payment or satisfaction of such indebtedness. Promptly upon request, Buyer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by Seller, in Seller's discretion, to perfect Seller's security interest in the Collateral, including but not limited to, any financing statements. Buyer hereby irrevocably appoints Seller its attorney-in-fact, which such appointment shall be coupled with an interest, to do such acts and to execute and file all such documents on Buyer's behalf, which power is coupled with an interest, and which power is delegable by Seller. Buyer acknowledges that Seller's signature or the signature of its delegate on such documents to be the same as Buyer's own for all purposes and with the present intent to authenticate the document. Buyer represents and warrants to Seller that (a) Buyer has the power to make, deliver, and perform under this Agreement, (b) the person executing this Agreement is authorized to do so on behalf of Buyer, (c) this Agreement constitutes a valid obligation of Buyer, legally binding upon it and enforceable in accordance with its terms; (d) all credit, financial, and other information submitted to Seller in connection with this Agreement is and shall be true, correct, and complete; (e) the Buyer: if an individual, has his or her principal residence in Kansas or Missouri, or in state otherwise indicated on the front of this order, if a registered entity, is registered under the laws of the State of Kansas or Missouri, or in state otherwise indicated on front of this order; if a non-registered entity, has its principal place of business in Kansas or Missouri, or in state otherwise indicated on front of this order; (f) Buyer's name set forth on the front of this Agreement is Buyer's full, legal name; and (g) the Collateral is and shall remain located in the State of Kansas or Missouri or state otherwise indicated on the front of this order. A breach by Buyer in the terms, representations, or warranties of this Agreement or the terms of any invoice for the equipment hereunder, including but not limited to, failure to pay in full the amount owed for the equipment within the time periods stated herein or on any such invoice, shall constitute an event of default, and all amounts owing to Seller shall be immediately due, and Seller shall have all rights and remedies in law or in equity, including but not limited to, the Kansas or Missouri Uniform Commercial Code, and as set forth herein.
4. Unless Shipment is provided by Seller, the Seller's responsibility for shipment ceases upon delivery to the transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by the Buyer direct to the transportation company. Any claims against the Seller for shortages in shipments shall be made within fifteen days after receipt of shipment
5. The Buyer agrees that this order shall not be countermanded by him, and that when it is accepted (and until the execution and delivery of the contract or contracts and Note or Notes required to consummate the sale as above specified) it will cover all agreements between the parties relative to this transaction, and that the Seller is not bound by any representative or terms made by any agent relative to this transaction which are not embodied herein.
6. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** Buyer understands and agrees that Seller is not the manufacturer of the Equipment; the Equipment is of a size, design, capacity, description, and manufacture selected by Buyer; Buyer is satisfied that the Equipment is suitable and fit for its intended purposes, including without limitation compliance with air quality or other environmental requirements. Buyer is solely responsible to know, understand, and comply with all requirements applicable to the jurisdictions where the Equipment will be used. The Equipment described herein as "new" is sold subject to such warranties as are made in writing by the manufacturer of the Equipment thereof. Except to the extent a special warranty is made by Seller in writing and executed by Seller's authorized representative, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT, MATERIALS CONTAINED IN THE EQUIPMENT, OR BUYER'S USE THEREOF, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, WHETHER AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, EVEN IF SELLER IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE MAXIMUM EXTENT OF SELLER'S LIABILITY TO BUYER SHALL BE THE TOTAL AMOUNT OF ANY PAYMENTS MADE BY BUYER TO SELLER.
7. **Consumer Laws.** The laws of certain jurisdictions prohibit the limitation of certain warranties and the remedies and damages for the breach of such warranties. If any provision of this Agreement is in conflict with any statute or rule of law of any state or district in which jurisdiction may lie for enforcement, then such provision shall be deemed null and void to the extent but only to the extent that it may conflict therewith; and the remaining provisions hereof shall not be invalidated, but may be reformed by the court to the extent necessary to protect the rights of the parties.
8. If this equipment is being rented with an option to purchase, all service and repairs performed on this machine must be in accordance with the manufacturer's recommendation, using parts only from the manufacturer of this machine. Buyer agrees that Buyer is responsible to obtain all insurance coverage for equipment while it is being rented from seller. Buyer agrees to be bound by the terms of any rental agreement with the seller of the equipment in addition to terms of this agreement.
9. Notice is hereby given that Foley Equipment Company has assigned its rights under this sales contract to CATD Exchange Services, LLC to sell the rental equipment described herein and, if applicable, to purchase trade-in property described herein.
10. In the event this machine is equipped with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and/or its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

Buyer's Initials _____



Cat[®]

CB34B, CB36B, CC34B

UTILITY COMPACTORS

FEATURES:

■ Simple Operation

- Easy access due to logically placed handles and lower platform height
- Sliding seat and spacious platform provide comfort and control
- Dual propel lever option enhances control from either side
- Intuitive, multi-function control panel with vandal protection enables good performance
- Easy viewing LCD display and vibrant LED lights on the control panel simplify operation for both day and night operation
- Easy folding ROPS and canopy, can be lowered without tools

■ Efficient Compaction Performance

- Excellent drum-edge visibility due to longitudinal engine mount and narrow frame design; improves control for better coverage and compaction results
- High amplitude and two frequency selections deliver excellent compaction results and lower sound levels
- 50 mm (2") drum offset capability enhances control near curbs and other obstacles while offering more coverage
- Ballast options increase flexibility and compaction performance
- Extended 3 year/3,000 hour vibratory drum maintenance interval minimizes lifetime operating costs
- CC34B is equipped with pneumatic tires that provide a kneading action for a tight mat finish

■ Best-in-Class Water Spray System

- 308 L (81 gal) water tank can last up to 10 hours without refilling
* Note: CC34B water tank capacity is 241 L (64 gal)
- Variable spray modes optimize water usage
- Triple filtration delivers reliable performance and simplifies service
- Self-adjusting, spring-loaded scrapers keep the drum clean, distribute water, and lower water consumption
- Anti-freeze option provides protection in cool weather
- Single drain port simplifies service requirements

■ Optimized Power

- Powerful Cat[®] C2.2 engine
- Eco-mode and electronic engine control reduces fuel consumption
- Traction control option, pin-on design offers quick installation
- Fast travel speed of 13.5 kph (8 mph) for good mobility

■ Designed for Rental

- Easy operation with intuitive controls
- Extensive legroom to suit a variety of operators
- Durable components maximize uptime and lower lifetime operating costs
- Fuel efficient engine
- Low sound levels for nighttime operation
- Product Link[™] ready for simple remote monitoring

- 1 Intuitive Console with LCD Display
- 2 Narrow Frame Design Enhances Visibility
- 3 Eco-mode
- 4 Roomy Operating Environment
- 5 Dual Propel Lever (Option)
- 6 Ballast Addition (Option)
- 7 50 mm (2") Drum Offset
- 8 Reliable Water Spray System
- 9 Foldable ROPS and Canopy (Options)



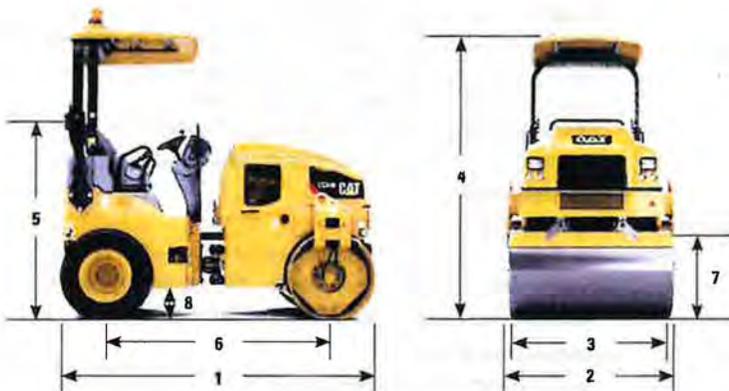
CB34B, CB36B, CC34B Utility Compactors

Specifications

	CB34B	CB34B w/Ballast	CB36B	CB36B w/Ballast	CC34B	
Cat C2.2 Engine - kW (hp)	36.4 (48.8)* / 36.6 (49.1)**					
Operating Weight - kg (lb)	3700 (8,157)	4099 (9,036)	3803 (8,385)	4400 (9,700)	3378 (7,446)	
Maximum Weight - kg (lb)	3913 (8,626)	4313 (9,508)	4017 (8,856)	4590 (10,119)	3,592 (7,918)	
Static Linear Load - kg/cm (pli)	13.2 (80)	14.6 (88)	13.6 (76)	15.7 (95)	12.0 (73)	
Amplitude - mm (in)	0.50 (0.020)					
Frequency - Hz (vpm)	55/48 (3,300/2,880)					
Centrifugal Force - kN (lbf)	High	33.9 (7,621)	33.9 (7,621)	35.9 (8,071)	35.9 (8,071)	33.9 (7,621)
	Low	25.9 (5,823)	25.9 (5,823)	27.4 (6,160)	27.4 (6,160)	25.9 (5,823)

* Meets U.S. EPA Tier 4 Final emissions

** Meets emissions equivalent to U.S. EPA Tier 4 Interim and EU Stage IIIB standards; Note: EU Stage IIIB emissions standards do not apply to this power ratings class



OPTIONAL EQUIPMENT

- Antifreeze ready, (water spray)
- Ballast
- Battery disconnect switch
- Bio-hydraulic oil
- Canopy, fixed
- Canopy, folding
- Cup holders
- Dual propel levers
- LED Lights
- Non-suspension seat
- Product Link
- ROPS, fixed
- ROPS, foldable
- Suspension seat w/safety switch
- Sliding seat
- Traction control (not available on CC34B)

Dimensions

	CB34B	CB36B	CC34B
1 Overall length - mm (in)	2859 (113)	2859 (113)	2859 (113)
2 Overall width - mm (in)	1400 (55)	1500 (59)	1400 (55)
3 Drum width - mm (in)	1300 (51)	1400 (55)	1300 (51)
Drum offset - mm (in)	50 (2)	50 (2)	50 (2)
Drum shell thickness - mm (in)	16 (0.6)	16 (0.6)	16 (0.6)
Drum diameter - mm (in)	800 (32)	800 (32)	800 (32)
4 Height at ROPS/FOPS w/canopy - mm (in)	2660 (105)	2660 (105)	2660 (105)
Height at ROPS/FOPS w/canopy - mm (in)	2765 (109)	2765 (109)	2765 (109)
5 Transport Height (w/foldable ROPS) - mm (in)	1930 (76)	1930 (76)	1930 (76)
6 Wheelbase - mm (in)	2050 mm (81)	2050 mm (81)	2050 mm (81)
7 Curb clearance - mm (in)	520 mm (20)	520 mm (20)	520 mm (20)
8 Ground clearance - mm (in)	284 mm (11)	284 mm (11)	284 mm (11)

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

QEHQ1700-06 (10/15)

Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment.

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SECTION VI

D



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: 09-12-2017
ASSIGNED STAFF: James Person
DEPARTMENT: Police Department

Approvals

Engineer: Dept. Dir: Admin.: Attorney: City

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

ISSUE/REQUEST: Purchase of a new base server for the Belton Police Department IT computer system.

PROPOSED CITY COUNCIL MOTION: A motion approving the purchase of a new base server from SHI in the amount of \$11,242.93 for the Belton Police Department computer system.

BACKGROUND: *(including location, programs/departments affected, and process issues)*
Money was allocated for a new base server in the FY18 budget. A request was published and sent to various vendors. Only one vendor, SHI International Corporation responded to the bid request at \$11,242.93. The amount falls within the amount allotted in the FY18 budget.

IMPACT / ANALYSIS:
It will increase the overall efficiency of our virtual servers, allowing quicker data retrieval. Also, allowing up-time for the servers.

FINANCIAL IMPACT

Contractor:	SHI International Corporation
Amount of Request/Contract:	\$11,242.93
Amount Budgeted:	
Funding Source:	232-0000-4957400 Drug Seizure
Additional Funds	
Funding Source	
Encumbered:	\$
Funds Remaining:	\$

TIMELINE	Start: Now	Finish:
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OTHER INFORMATION/UNIQUE CHARACTERISTICS:

STAFF RECOMMENDATION: Approve

OTHER BOARDS & COMMISSIONS ASSIGNED:
 Date:
 Action:



**Belton Police
Department**

Memo

To: Chief James R. Person
From: Lt. Norman Shriver
Date: 08/31/17
Re: Server Purchase

In the current year's budget, money was budgeted for a new base server to host our virtual servers. The older Hyper-V server is under powered and not able to handle the demand we have placed on it. A Request for Quote (RFQ) was published and sent to various vendors. The RFQ contained the specifications for the new server along with warranties etc. Only one vendor, SHI International Corp. responded to the bid request. Their bid was \$11,242.93. We have purchased from SHI in the past and have been happy with their service. The specifications they listed matched those in the RFQ. This amount falls within the allotted IT budget for FY2017-18.

Please see the attached quote from SHI.

I would recommend we purchase the server from SHI International Corp. I would also request this be placed on the next regular scheduled council consent agenda for their approval.

Respectfully Submitted,


Lt. Norman Shriver



SHI International Corp

Response to

BELTON MO POLICE DEPARTMENT

Server Upgrade Request for Quotes
DUE DATE: 5 PM AUGUST 25TH 2017

Presented by: James Impellizeri
Inside Account Executive
732-564-8562
James_Impellizeri@shi.com

8/17/2017



8/17/2017

Lt. Norman Shriver
The City of Belton
506 Main Street
Belton, MO 64012

Dear Lt Shriver. ,

Thank you for your interest in SHI and for the opportunity to participate in The City of Belton's Request for a server upgrade request. While you may not be very familiar with SHI, I believe we will establish that we are uniquely positioned to be your cost efficient, full service supplier.

SHI provides the highest level of customer support and service to all of our customers. Under our Quality Management System, The City of Belton is assured that our solution delivers the services that you need when you need them. We have a wide array of solutions to offer The City of Belton and we look forward to building a managed program that integrates your organizational requirements.

SHI has a proven record of success with customers of similar size and nature to The City of Belton. Leveraging our broad range of authorizations and manufacturer relationships, SHI is uniquely qualified to support all requirements contained in this RFP and offer a "one stop shop" for your IT Procurement. Our proposal provides a streamlined and efficient managed program which we expect will help The City of Belton to realize efficiencies and ultimately cost savings.

-SHI has been an authorized Service Provider since 1989.

-SHI has a dedicated support team to help with all IT needs.

If you require additional information or have any questions regarding our proposal, please contact me at 732-564-8562 or via Email at James_impellizeri@shi.com. Thank you in advance for your consideration and I look forward to hearing from you.

Sincerely,

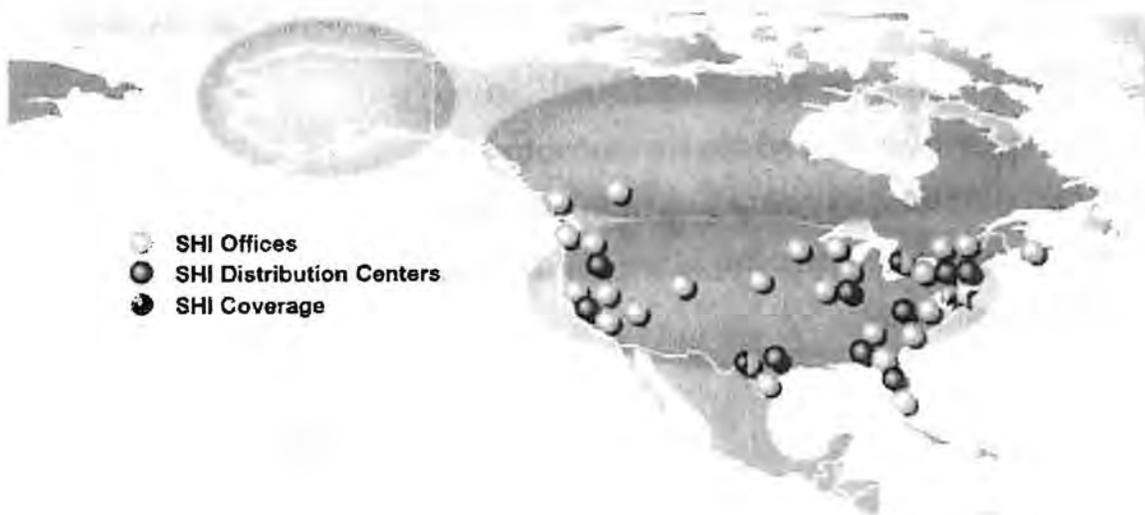
James Impellizeri
Account Executive



Who We Are

- ▶ Global provider of industry-leading software, hardware and custom IT solutions
- ▶ \$6 billion revenue in 2014 (20% from public sector)
- ▶ Over 200 state, consortia and WSCA contracts across 48 states for software, hardware and services
- ▶ #1 in annual customer retention rate
- ▶ 100% organic growth without mergers or acquisitions
- ▶ Largest Minority and Woman-owned Business Enterprise (MWBE) in the US

Where You'll Find Us





What We Offer

Solutions and Support for Procurement

- ▶ Customized catalog containing over 200,000 IT products
- ▶ Specialization in hard-to-source software and hardware items
- ▶ Procurement outsourcing and contract management
- ▶ Unrivaled software volume licensing expertise and support
- ▶ An integrated e-commerce portal

Solutions and Support for IT

- ▶ Pre- and post-sales technical consultation and support
- ▶ Real-time information on products and purchasing programs
- ▶ Professional services supporting the complete technology lifecycle

Significant and Measurable Cost Savings

- ▶ Lowest operational overhead in the industry
- ▶ Fastest turnaround from PO to loading dock
- ▶ Reports tracking true cost-savings/cost-avoidance
- ▶ Best overall value



Pricing Proposal
 Quotation #: 13961765
 Created On: 8/15/2017
 Valid Until: 9/14/2017

City of Belton

Inside Account Executive

Norman Shriver
 7001 E 163rd Street
 Belton, MO 64012
 United States
 Phone: (816) 348-4416
 Fax: (816) 348-4417
 Email: nshriver@beltonpd.org

James Impellizeri
 290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 800-477-6479
 Fax: 732-644-8224
 Email: James_impellizeri@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Power Edge R730xd DELL- STORAGE - Part#: 3000016504375.1 Coverage Term: 8/15/2017 – 9/14/2017 Note: Deal Reg 13986520	1	\$11,242.93	\$11,242.93
		Shipping	\$0.00
		Total	\$11,242.93

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
 TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

210-ADBC	PowerEdge R730xd Server	1
329-BCZK	PE R730/xd Motherboard MLK	1
461-AADZ	No Trusted Platform Module	1
350-BBEV	Chassis with up to 12, 3.5" Hard Drives and 2, 2.5" Flex Bay Hard Drives	1
340-AKPM	PowerEdge R730xd Shipping	1
338-BJDV	Intel Xeon E5-2650 v4 2.2GHz,30M Cache,9.60GT/s QPI,Turbo,HT,12C/24T (105W) Max Mem 2400MHz	1
338-BJDV	Intel Xeon E5-2650 v4 2.2GHz,30M Cache,9.60GT/s QPI,Turbo,HT,12C/24T (105W) Max Mem 2400MHz	1
370-ABVE	DIMM Blanks for System with 2 Processors	1
374-BBHM	Standard Heatsink for PowerEdge R730/R730xd	1
374-BBHM	Standard Heatsink for PowerEdge R730/R730xd	1
370-ACPH	2400MT/s RDIMMs	1
370-AAJP	Performance Optimized	1
780-BBLO	RAID 1-RAID 10 for H330/H730/H730P (2 + 4-22 HDDs or SSDs in pairs)	1
405-AAEG	PERC H730 Integrated RAID Controller, 1GB Cache	1
540-BBBW	Broadcom 5720 QP 1Gb Network Daughter Card	1
385-BBHN	iDRAC8 Express, integrated Dell Remote Access Controller, Express	1
350-BBBW	No Bezel	1
770-BBBQ	ReadyRails Sliding Rails Without Cable Management Arm	1
384-BBBL	Performance BIOS Settings	1
450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	1
631-AACK	No Systems Documentation, No OpenManage DVD Kit	1
634-BILL	Windows Server 2016 Standard,16CORE,Factory Installed, No Media,NO CAL	1
634-BILD	Windows Server 2016 Standard,16CORE,Media Kit	1
618-BBEC	Hyper-V role enabled with pre-installed Standard or DataCenter Ed OS on incl Virtual HDD	1
800-BBDM	UEFI BIOS Boot Mode with GPT Partition	1
332-1286	US Order	1
330-BBCO	R730/xd PCIe Riser 2, Center	1
330-BBCR	R730/xd PCIe Riser 1, Right	1
976-9007	Dell Hardware Limited Warranty Plus On Site Service	1
976-9018	ProSupport: 7x24 HV / SV Tech Support and Assistance, 5 Year	1
976-9019	ProSupport: Next Business Day Onsite Service After Problem Diagnosis,5 Year	1
989-3439	Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355	1
900-9997	On-Site Installation Declined	1
973-2426	Declined Remote Consulting Service	1
370-ACNS	32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width	2
400-AQRF	400GB Solid State Drive SAS Mix Use 12Gbps 512e 2.5in Flex Bay Drive. PM1635a	2
400-AEGF	2TB 7.2K RPM SATA 6Gbps 3.5in Hot-plug Hard Drive,13G	12
540-BBHS	Broadcom 5719 QP 1Gb Network Interface Card, Low Profile	1
450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	2
634-BILK	MS2016 Standard Edition, Additional License, 2 CORE,NO MEDIA/KEY	4

SECTION VI

E



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: September 12, 2017
ASSIGNED STAFF: James R. Person, Chief of Police
DEPARTMENT: Police

Approvals

Engineer: Dept. Dir: Attorney: City Admin.:

Table with 4 columns: Ordinance, Resolution, Consent Item, Change Order, Agreement, Discussion, FYI/Update, Other, Motion.

ISSUE/REQUEST: Motion to purchase two (2) 2018 Ford Police Interceptor Sedan and two (2) 2018 For Police Interceptor Utility vehicle from Dick Smith Ford.

PROPOSED CITY COUNCIL MOTION: Approve the purchase of two (2) 2018 Ford Police Interceptor Sedan for \$25,860.00 each and two (2) 2018 Ford Police Interceptor Utility vehicle for \$28,760.00 from Dick Smith Ford for a total of \$109,240.00.

BACKGROUND: (including location, programs/departments affected, and process issues)

The City Council approved the amount of \$132,000.00 for the FY18 budget to purchase these 2018 vehicles. Only one bid was received from Dick Smith Ford.

IMPACT / ANALYSIS:

The purchase of these vehicles will replace four Crown Vic cars that no longer meet the specifications for police cars.

FINANCIAL IMPACT

Contractor:	Dick Smith Ford
Amount of Request/Contract:	\$109,240.00
Amount Budgeted:	\$132,000.00
Funding Source:	010-440-495-7500
Additional Funds	\$
Funding Source	
Encumbered:	\$
Funds Remaining:	\$22,760.00

TIMELINE	Start:	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

STAFF RECOMMENDATION:
OTHER BOARDS & COMMISSIONS ASSIGNED:
Date:
Action:

List of reference Documents Attached:

Memo from Sergeant Brad Swanson
Bid from Dick Smith Ford



**Belton Police
Department**

Memo

To: Chief Person
From: Lt. Swanson
Date: 9/5/2017
Re: Police vehicle bid

On 8/31/2017 I met with City Clerk Ledford And we opened the only bid received for new police vehicles. The bid was from Dick Smith Ford, the same dealer we have purchased from the last three years. Their bid was for two sedans and two suvs at a total of \$109,240. The prices were similar to the state bid. I recommend we accept the bid. The bid is attached.

Respectfully

Lt. Brad Swanson

A handwritten signature in black ink, appearing to be "BS", written over a horizontal line.



DICK SMITH FORD



Belton Police Department
Lt. Brad Swanson
7001 E. 163rd Street
Belton, MO 64012-4614

August 18, 2017

In response to your request for bid for one 2017 Ford Police Sedans and three 2017 Ford Police Utility vehicles, Dick Smith Ford, using the recent MACPP Bid No. 2016-002, offers:

2018 Ford Police Sedan to your specs at \$25,860 each x 2 = \$51,720

2017 Ford Police Utility vehicles to your specs at \$28,760 each x 2 = \$57,520.

\$109,240 total

Good through orders placed by Oct 30, 2017.

Thank you for the opportunity,

Greg Lofton
Government Fleet Manager
Dick Smith Ford
9505 E 350 Highway
Raytown, MO 64133



201
MAcP
BID

Ford

Date: 10/04/2016

Upgrade
Spot to LES

Minimum Specifications for ALL Police Vehicles are as follows: Dual Front Air bags, Factory Air Conditioning, Arm Rests, Auxiliary Outlet 12V Factory Installed, 4 Wheel Disc Power Brakes, Anti-Locking Brakes, Power Door Locks all Doors, Deactivate Door Jam Switch for Interior Lights, Dual Exhaust, Exterior-Non Street Appearance, Floor Covering - Heavy Duty Vinyl Front & Rear-No carpeting, Gauges Required, Glass-Tinted all windows, Dual Horns required, Key - Each vehicle Keyed Individually (3 keys per Vehicle, Lights - Auxiliary Dome Light-Header Mounted, Under Hood Light, Luggage Compartment Lamp, Inside Day/Night Mirror, Radiator - Heavy Duty Cooling Package, Factory AM/FM Radio with Digital Clock, Conventional Spare Tire and Wheel, Speedometer Calibrated in 2 MPH increments, Spot Light Mounted 6" on Left Side, Power Steering, Steering - Cruise and Tilt Factory Installed, Dual Sun Visors, Trunk Opener - Electric or Vacuum on dash to activate, Full Wheel Covers, Power Windows-All, Intermittent Wipers, Wiring - Auxiliary Fuse Block with 6 Fused Circuits, Suspension - Standard for Model Bid.

GREG LOFTON
DICK SMITH FORD INC
COMMERCIAL SALES DEPT
9505 E. 350 HIGHWAY
RAYTOWN, MO 64133
PHONE: 816-353-1495
FAX #: 816-358-4406

Item No. 34	Type: Ford Police Interceptor - Sedan	BIDDER MUST COMPLETE	Current Model Year
FEATURE	DESCRIPTION	MFG'S CODE & DESCRIPTION	MEETS SPEC
			Mark Yes or No
			Yes No
Description	Ford Police Interceptor - Sedan	Ford Police Interceptor P2M 500A	Yes
Air Bags 2	Side	Yes and safety canopy	Yes
Alternator	Minimum 220 amps output	220amp	Yes
Axle (Rear)	Mfg. standard with police package	3.39	Yes
Battery	Police grade; specify amp. & CCA	750cca 78AH	Yes
Body Style	Sedan, 4 door	std	Yes
Cooler-Power Steering	External cooler for power steering	std	Yes
Cooler-Transmission	Auxiliary heavy duty transmission	std	Yes
Drive Line	All wheel drive	std P2M	Yes
Engine	Min V-6, state liter & horsepower	3.7L V6 99K 305HP	Yes
Foot Pedals	Adjustable	std	Yes
Gauges	Required	std	Yes
Glass	Tinted, all windows	std solar tint	Yes
Heater/Defroster	Fresh air type; electric rear window defrost factory inst	std	Yes
Hour Meter		std	Yes
Interior - Charcoal	Interior color charcoal black	std RW cloth front, vinyl rear	Yes
Mirrors-Outside	Outside: dual temple type on left and right door	std	Yes
Noise Suppression	Noise suppression bonds-factory installed	20P	Yes
Paint	One solid color - provide color chart	std	Yes
Passenger Volume	State in cu ft	103	Yes
Seats	Bucket, power driver, manual passenger, cloth	std	Yes
Spare Tire & Wheel	Conventional spare tire & wheel	std	Yes
Springs	Heavy duty front & rear springs	std	Yes
Suspension	Stabilizer bars, shock absorbers	std	Yes
Tires-Front & Rear	A1 season, steel belted radials, W rated, state size	std 245/55R18 A/S BSW	Yes
Transmission	Automatic, minimum 6 speed	4J 6sp automatic	Yes
Warranty	Provide Website: http://www.fleet.ford.com/partsandservice/owner-manuals/		Yes

White

BID PRICING TOTAL - FORD POLICE INTERCEPTOR SEDAN - Item No. 34

\$23,939

You must enter pricing in the online bid page

Alternative Fuel Options:		Std 3.7L is FFV
		Ecoboost is not FFV
Alternative Fuel Package: State Fuel Option and Base Price each Net		
Alternative Fuel Option: Circle Applicable - (CNG, LPG, P/H/EV, E85, B20)		
Alternative Fuel Operation: Circle Applicable - (State Dedicated, Bi-Fuel or Flex Fuel)		
Gas Gallon Equivalent (State how much fuel on board)		
GGE Gas Gallon Equivalent - Option 1 State Tank Size		\$
GGE-Gas Gallon Equivalent - Option 2 State Tank Size		\$
State manufacturer and model of conversion system		
State Current or Pending EPA or CARB Certification No.		
If no cert no, please explain.		
OEM Supported (offeror has QVM or SVM status or equivalent; state yes or no)		
Drop ship code (if applicable)		

OPTIONAL EQUIPMENT

Alarm System	59B perimeter alarm requires 80P key fob	\$365
Alternative Fuel	Examples: Biodiesel, CNG, gasoline, propane	N/A
	State gallon equivalent compared to base fuel of this vehicle	\$
		\$
		\$
		\$
		\$
		\$
	AMOUNT OF TAX CREDIT PROVIDED	\$
Ashtray	Auxiliary	\$
Audio / Video 1	Rear view camera	Std in center stack, 77B in rear-view mirror \$Std / no charge
Audio / Video 2	SYNC Basic - voice activated communication	58M + 76R reverse sensing \$570
Audio / Video 3	Remappable (4) switches on steering wheel	47J w/o SYNC / 47K with SYNC \$ 140/ 140
Blind Spot Monitoring	BLIS - Blind spot monitoring with cross traffic alert.	55B has heated mirrors w/puddle lamp \$480
Brake System	Heavy Duty power standard for model bid	Std \$
Dark Car Feature	Courtesy lamp disable when any door is opened	13D in base bid \$
Daytime Running Lamps		942 \$49
Diagnostic Software & Cabling		
Engine	Rotunda VCM II, CFR, cable and	\$3,100
Transmission	diagnostic software subscription for	\$
ABS Brakes	all models/systems for one-year	\$
Electrical System		\$
Body Module		\$
Disc/Disc Hub Cams	Small Wheel Covers - Small Feature	

58

Item No. 34

Type: Ford Police Interceptor - Sedan (continued)

Current Model Year

FEATURE	DESCRIPTION	BIDDER MUST COMPLETE MFG'S CODE & DESCRIPTION	PRICE
Drive Front -wheel drive		P2L	-900
Electronics Tray	/ Circulation fan	82D / 97T	\$278 / \$50
Engine Block Heater		41H	\$35
Engines	3.5L V6 EcoBoost 365 HP	99T	\$2,880
	Police engine idle feature	18S	\$255
	Police Silent mode	13D req. daytime lights (N/A w/13C)	\$69
Extended Warranty	Note: Both Ford Police Sedan & Utility come with an extended to 5yr/100K miles Powertrain warranty \$0 deductible	www.fordprotect.ford.com any ESP warranty at cost + 100	Cost + 100 \$
Floor Covering	Carpet	17L	\$1227
Floor Mats	Rubber/Vinyl	Dealer front / rear	\$ 165 / 165
Gas Cap-Lockable		98K	\$20
Horn Wiring Kit	Wiring Kit	N/A	\$
Interior Upgrade Pkg	Cloth rear seats, floor mats front & rear, carpet floor, full floor console with unique police finish panels	12P + CW (cloth fr/rear with mats)	\$370
Key Options	All vehicles keyed alike (fleet)	43E-1435X, 43B-1284X, 43D-0135X	\$45
	Coded to current entity key code	43F-0276X, 43J-1111X, 43C-1294X, 43G-0151X	\$45
	Extra key price	Dealer	\$7.00
	Remote keyless entry key fob	60P	\$248
			\$
License Plate Bracket	Front	153	\$ n/c
Light Bar, Pre-Wired	Factory wired	N/A	\$
Lighting Packages - OEM	#1 - 2 front integrated LED Lights (in headlamps)	861	\$865
	#2 - front headlamp / PI housing only; amber, park-turn signals indicators, pre-drilled LED holes (does not include LED installed lights)	13P	\$117
	#3 - two rear integrated LED Lights (in tail lamps)	662	\$405
	#4 - rear lighting - 2 backlite flashing LED lights light; two decklid inner flashing LED lights	663	\$460
	#5 - trunk upfit package - rear console mounting plate, wiring harness (2 light cables-supports up to 6 LED lights, two grill LED light cables, trunk power distribution box (PDB), two 50 amp battery and ground circuits in-trunk, one 10 amp airen/speaker circuits, trunk circulation fan, trunk electronics tray, pre-wiring for grill lamp, siren, and speaker)	854	\$535
	#6 - light controller package - includes content from the PI packages #4, plus: Whelen light controller (PCC8R), Whelen PCC8R light relay center (trunk mounted), light controller/relay center wiring, pre-wiring for grill lamp, siren, and speaker	855	\$1,565
	#7 - Ready for the road package - includes content plus: Whelen cancom light controller, Whelen	856	\$3,190
Manuals	Service manuals	Helm	\$210
Mirrors 1	Outside: electric remote both sides	Std	\$
Mirrors 2	Outside: heated	549	\$59
Paint		www.fordpaint.com	\$
Rear Deck Warning	Warning light under deck lid	See 863 above	\$160
Reverse Sensing		76R	\$285
Rust Proofing	State brand & warranty certificate required	Undercoat only, Caltex	\$
Seats	Front bench with center arm rest	N/A	\$
	Front bucket with power driver's seat	Std, but with power passenger seat	\$0 / 305
	Front electric without side airbag	N/A	\$
	Front cloth bucket, rear vinyl bench	RW in base quote	\$
	Front heavy duty construction, split bench, power	N/A	\$
	Front and rear cloth, split bench	Front bucket/rear cloth bench CW	\$58
	Front and rear vinyl, split bench	N/A	\$
Siren/Speaker	100 watt including bracket and pigtail	96P	\$285
Spot Lights	Driver only LED bulb	Unity 21L / Whelen 21F	\$ 330 / 350
	Driver & passenger LED bulb	Unity 21B / Whelen 21G	\$ 385 / 830
	Driver & passenger incandescent bulb	21P	\$376
Spot light prep	Driver's side/ both sides	21H / 21J	\$ 90 / 175
Storage	Trunk equipment storage box or trunk pak	N/A	\$
	Trunk storage vault with lockable door	19T or included in 856	\$118
Temporary Tag		Dealer	\$3.50
Tires & Wheels		18" aluminum wheels	\$452
Traction Control		STD	\$
Trunk Circulation Fan	Mounted on package tray	97T	\$50

VIDEO 2
SEE SYNC

Item No. 34

Type: Ford Police Interceptor - Sedan (continued)

Current Model Year

FEATURE	DESCRIPTION	BIDDER MUST COMPLETE	
		MFG'S CODE & DESCRIPTION	PRICE
<u>OPTIONAL EQUIPMENT</u>			
Vinyl Wrap 2-Tone Pkgs	#1-Roof vinyl, RH/LH front and rear doors vinyl	141	\$790
	#2-Roof vinyl, hood vinyl, decklid vinyl	n/a	\$
	#3-Roof vinyl, RH/LH front doors vinyl	143	\$665
Window-Rear	Rear window Inoperative	67D	\$24
Wiring	Pre-wiring for grill lamp, siren, and speaker	51G or in 854, 856 or 857	\$49
Wiring Kits	Complete Kit	Ultimate Wiring package 857	\$524
	Base Kit	Front wiring solution 77E	\$100
	Visibility Kit	Rear wiring solution 51J	\$123
Other Options Not Listed - Discount from MSRP- State Website For Pricing			5%

OPTION DELETE

Badge Delete (Police Interceptor Badge Only)	19D	\$ no-charge
Deactivate door jam switch for interior lights	Delete 13C	(\$16)
Door lock confirmation flash	13D Silent mode (req. Daytime lights N/A 13C)	\$89
Full carpet	Not in base quote	\$
Full wheel cover	Delete 65L	(\$11)
Noise suppression bonds	Delete 20P	(\$65)
Spot light - driver side	Delete 21D from base quote	(\$175)

Rear console plate

97D #35

TOTAL 25,860 EACH
 X 2 QUANTITY
 \$ 51,720

GREG LOFTON
 DICK SMITH FORD INC
 COMMERCIAL SALES DEPT
 5505 E. 350 HIGHWAY
 RAYTOWN, MO 64133
 PHONE: 816-353-1495
 FAX # 816-358-4406

BELTON
 Lt. Brad Swanson
 8/17/17

GREG LOFTON
 DICK SMITH FORD INC
 COMMERCIAL SALES DEPT
 3505 E. 350 HIGHWAY
 RAYTOWN, MO 64133
 PHONE: 816-453-1495
 FAX # 816-558-4406

Item No. 35	Type: Ford Police Interceptor - Utility	BIDDER MUST COMPLETE		Current Model Year
FEATURE	DESCRIPTION	MFG'S CODE & DESCRIPTION	MEETS SPEC	
			Mark Yes or No	
			Yes	No
Description	Ford Police Interceptor - Utility	Ford "K8A" 500A	Yes	
Air Bags 2	Side	Yes and safety canopy	Yes	
Alternator	Minimum 220 amps output	220amps	Yes	
Axle (Rear)	Mfg. standard with police package	3.65	Yes	
Battery	Police grade; specify amp. & CCA	750CCA 78AH	Yes	
Body Style	Utility style, 4 door	K8A	Yes	
Cooler-Power Steering	External power steering fluid cooler	Std	Yes	
Cooler-Transmission	Auxiliary heavy duty transmission	Std	Yes	
Drive Line	All wheel drive	K8A	Yes	
Engine	Min V-6, state liter & horsepower	99R 3.7L V6 304HP	Yes	
Foot Pedals	Adjustable	Std	Yes	
Heater/Defroster	Fresh air type; electric rear window defrost factory inst	Std	Yes	
Hour Meter		Std	Yes	
Interior - Charcoal	Interior color charcoal black	Std cloth front/vinyl rear 9W	Yes	
Mirrors-Outside	Outside: dual remote type on left and right door	Std	Yes	
Noise Suppression	Noise suppression bonds; factory installed	60R	Yes	
Paint	One solid color - provide Website		Yes	
Passenger Volume	State in cu ft	119	Yes	
Seats	Bucket, power driver, manual passenger, cloth	Std cloth front/vinyl rear 9W	Yes	
Springs	Heavy duty front & rear springs	Std	Yes	
Suspension	Stabilizer bars, shock absorbers	Std	Yes	
Tires-Front & Rear	All season, steel belted radials, W rated, state size	245/55R18 A/S BSW	Yes	
Transmission	Automatic, minimum 6 speed	44C 6 sp auto	Yes	
Warranty	Provide Website: http://www.fleet.ford.com/partsandservice/owner-manuals/		Yes	
Wiring	Power distribution box	Std	Yes	

BID PRICING TOTAL - FORD POLICE INTERCEPTOR UTILITY - Item No. 35 \$26,894
 You must enter pricing in the online bid page

Upgrade to LED -

Alternative Fuel Options:

Alternative Fuel Package: State Fuel Option and Base Price each Net Std engine is FFV

Alternative Fuel Option: Circle Applicable - (CNG, LPG, P/H/EV, E85, B20)

Alternative Fuel Operation: Circle Applicable - (State Dedicated, Bi-Fuel or Flex Fuel)

Gas Gallon Equivalent (State how much fuel on board)

GGE Gas Gallon Equivalent - Option 1 State Tank Size \$

GGE-Gas Gallon Equivalent - Option 2 State Tank Size \$

State manufacturer and model of conversion system

State Current or Pending EPA or CARB Certification No.

If no cert no, please explain.

OEM Supported (offeror has QVM or SVM status or equivalent; state yes or no)

Drop ship code (if applicable)

Item No. 35	Type: Ford Police Interceptor - Utility (continued)	BIDDER MUST COMPLETE		Current Model Year
FEATURE	DESCRIPTION	MFG'S CODE & DESCRIPTION	PRICE	
OPTIONAL EQUIPMENT				
Air Conditioning	Auxiliary	17A (N/A with cargo vault 63V)	\$589	
Alarm System		Perimeter alarm	\$	
Ashtray	Auxiliary	N/A	\$	
Audio / Video 1	Rear view camera	Std in carrier stack, if want in mirror 87R	\$ Std / no-charge	
Audio / Video 2	SYNC Basic - voice activated communication	83M	\$295	
Audio / Video 3	Remappable (4) switches on steering wheel	81R w/o SYNC 81S w/ SYNC	\$ 150 / 150	
Blind Spot Monitoring	BLIS - Blind spot monitoring with cross traffic alert	35B	\$530	
Brake System	Heavy Duty power standard for model bid	Std	\$	
Cargo Area Fan	Cargo area circulation-mounted on package tray	N/A Utility	\$	
Console Plate - rear		85R	\$35	
Dark Car Feature	Courtesy lamp disable when any door is opened	43D in base quote	\$	
Daytime Running Lamps		94Z	\$43	
Diagnostic Software & Cabling				
Engine		Rotunda VCM II, CFR cable and one-year	\$3,100	
Transmission		diagnostic software for all Ford models &	\$	
ABS Brakes		systems	\$	
Electrical System			\$	
Body Module			\$	
Dog Dish Hub Caps	Small Wheel Covers - Small Factory	Delete 85L	(\$41)	
Door-Driver	Inside unlocks & opens driver door simultaneously	Std		
Door-Rear	Inside rear doors inoperative	64G Locks inoperative, locks operable	\$ 330 \$33	
Door Panel	Ballistic quality; driver front door only	90D	\$1,535	
Doors	Driver and passenger front doors	90E	\$3,052	

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FEATURE	DESCRIPTION	BIDDER MUST COMPLETE MFG'S CODE & DESCRIPTION	PRICE
OPTIONAL EQUIPMENT			
Engine Block Heater		47H	\$88
Engines	3.5L V6 EcoBoost 99T	007/44G	\$3,100
	Enhanced PTU Coller available with EcoBoost only	528	\$2,800
	Police engine idle feature	47A	\$250
Extended Warranty	Provide Website	www.fordprotect.ford.com	\$Cost + \$100
		Amy ESP at cost + \$100	\$
			\$
Floor Covering	Carpet	16Cyd is in 5U Interior Upgrade pack.	\$118
Floor Mats	Rubber/vinyl	Dealer front / rear/not recommended on vinyl floor	\$ 165 / 165
Gas Cap-Lockable		19L	\$20
Global Lock/Unlock feature	door panel switches will lock/unlock all doors & liftgate	18D (Utility duty) no overhead lights switch	\$ no-charge
Horn Wiring Kit	Wiring Kit	80A Grill wiring	\$49
Interior Upgrade	Cloth rear seats, floor mats front & rear, carpet floor, full floor console with unique police finish panels	65U - FW rear cloth seat Deletes front console	\$381
Key Options	All vehicles keyed alike (feet)	59E-1435X, 59B-1284X, 59G-0135X	\$49
	Remote Keyless entry with fobs	59F-0578X, 59J-111X, 59C-1294X, 59G-0151X	\$49
		58S	\$255
License Plate Bracket	Front	153	\$ N/C
Light Bar, Pre-Wire	Factory-wired	N/A	\$
Lighting Packages - OEM	#1 - 2 front front integrated LED Lights (in headlamps)	66A	\$829
	#2 - front headlamp / PI housing only, pre-drilled holes (does not include LED installed lights)	66P	\$122
	#3 - two rear integrated LED Lights (in tail lamps)	66B	\$410
	#4 - rear lighting - 2 backlite flashing LED lights window mounted on each side of chimney stop light; two liftgate inner flashing LED lights	66C	\$440
	#5 - cargo wiring upfit package-rear console mounting plate, wiring harness (2 light cables - supports up to 6 LED lights, two grill LED light cables, cargo area power distribution box (PDB), two 50 amp battery and ground circuits in RH rear quarter, one 10 amp siren/speaker circuit, (engine to cargo area), Whelen PCC8R light relay center mounted behind 2nd row seat, light controller/relay center wiring	67G	\$1,290
	#6 - Ready for the road package - Includes PI packages #1, #2, #3, #4, #5, plus: Whelen cancom light controller, Whelen cancom relay center/siren amp, light controller/relay cancom wiring, grill LED lights, 100 watt siren/speaker, 9 I/O digital serial cable (console to cargo), hidden door lock plunger/rear door handles inoperable, rear console mounting plate	67H	\$3,300
Manuals	Service manuals	Helm CD ROM	\$210
Mirrors 1	Outside, electric remote both sides	5td	\$
Mirrors 2	Outside, heated	549	\$58
Paint		Standard Equipment	\$
Rear Deck Warning Light	Under Deck lid (liftgate)	see 50C above	\$
Reverse Sensing		76R	\$268
Roof Rack Side Rails	Black	6RZ	\$150
Rust Proofing	State brand & warranty, certificate required	Under cost only Cables	\$350
Seats	Front bench with center arm rest	N/A	\$
	Front bucket with power driver's seat	5td	\$
	Front electric without side airbag	N/A	\$
	Front cloth bucket, rear vinyl bench	9W or 5td - base quote	\$
	Front heavy duty construction, split bench, power	N/A	\$
	Front and rear cloth, split bench	FW cloth front buckets and rear cloth bench	\$58
	Front and rear vinyl, split bench	N/A	\$
	100 watt including bracket and digital	18X	\$290
Siren/Speaker	Driver only LED bulb	51R / 51T	\$ 385 / 410
Spot Light	Driver & passenger LED bulb	51S / 51V	\$ 600 / 642
	Driver & passenger incandescent bulb	51Z	\$340
Storage	Cargo equipment storage box or cargo pak	N/A	\$
	Cargo storage vault with lockable door	83V (N/A with rear with 17A rear a-c)	\$238
Temporary Tag		Dealer	\$3.50
Tires & Wheels		64E	\$460
Traction Control		5td	\$
Vinyl Wrap 2-Tone Pkg	#1-Roof vinyl, RH/LH front and rear doors vinyl	91A	\$825
	#2-Roof vinyl, hood vinyl	N/A	\$
	#3-Roof vinyl, RH/LH front doors vinyl	91C	\$685
	#4-Vinyl word wrap - "POLICE" on LH/RH sides	91D	\$780
Window-Rear	Rear window inoperative	18W	\$25
Wiring	Pre-wiring for grill lamp, siren, and speaker	80A	\$49

Item No. 35

Type: Ford Police Interceptor - Utility (continued)

Current Model Year

FEATURE	DESCRIPTION	BIDDER MUST COMPLETE MFG'S CODE & DESCRIPTION	PRICE
	<u>OPTIONAL EQUIPMENT</u>		
Wiring Kits	Complete Kit	67U Ultimate wiring kit	\$534
	Base Kit	Front wiring solution 47C	\$100
	Visibility Kit	Rear wiring solution 21P	\$125
Other Options Not Listed - Discount from MSRP- State Website For Pricing			5 %

OPTION DELETE

Badge Delete (Police Interceptor Badge Only)
 Deactivate door jam switch for interior lights
 Door lock confirmation flash
 Full carpet
 Full wheel cover
 Noise suppression bands
 Spot light - driver side

18D	\$ no-charge
Delete 43D	\$
43L requires Daytime lights 942	\$69
Not in base bid	\$
Delete 65L	(\$41)
Delete 60R	(\$85)
Delete included 51Y	(\$175)

End of Group VI

Rear console plate

(85R)

\$35

28,760 EACH
 X 2 QUANTITY
 \$57,520 TOTAL

GREG LOFTON
 DICK SMITH FORD INC
 COMMERCIAL SALES DEPT
 9505 E. 350 HIGHWAY
 RAYTOWN, MO 64133
 PHONE: 816-353-1495
 FAX # 816-358-4406

SECTION VIII

D

AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT WITH OATS, INC AT A RATE OF \$2,106 FOR A 12 MONTH TERM.

WHEREAS, OATS, Inc., is a transportation company that provides transportation to disadvantaged individuals within Belton; and

WHEREAS, the City has determined that it is in the best interest of the City to assist in the funding of an additional monthly shopping day on the 1st Wednesday of each month and that persons utilizing the additional shopping day will patronize Belton businesses.

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

Section 1. That the “Public Service Agreement By and Between the City of Belton and OATS, Inc.” herein attached and incorporated in this Ordinance as **Exhibit “A,”** is hereby approved.

Section 2. That the Mayor is authorized and directed to execute the Agreement on behalf of the City.

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

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

READ FOR THE FIRST TIME: September 12, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of September, 2017

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 12th day of September, 2017, and thereafter adopted as Ordinance No. 2017-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of September, 2017, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

**PUBLIC SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF BELTON
AND
OATS, INC.**

This Agreement, is made and entered into this 1st day of October, 2017, by and between OATS, Inc., a Missouri not-for-profit corporation (“OATS, Inc”) and the City of Belton, Missouri, a constitutional charter city (“City”).

WITNESSETH:

WHEREAS, OATS, Inc. is a transportation company serving individuals in 87 counties in Missouri by providing reliable transportation for transportation disadvantaged Missourians so they can live independently in their own communities and travel to doctor appointments, essential shopping and other places people need to go; and

WHEREAS, the Cass County, Missouri OATS program serves the Belton residents with their transportation needs, including a monthly shopping day on the third Tuesday of each month funded by the Mid America Regional Council (MARC) and

WHEREAS, the City has determined that it is in the best interests of the City, and important to the general health, safety and welfare of the citizens of the City, to assist in the funding of the transportation costs for an additional monthly shopping day on the 1st Wednesday of each month for the Belton residents who choose to utilize the OATS program; ;and

WHEREAS, OATS is a not-for-profit public transportation system that was originally founded in 1971 to provide serves for the elderly, and today serves a wide variety of clientele.

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits from the services set forth herein, the City and OATS agree as follows:

I. SCOPE OF SERVICES AND FINANCIAL COMPENSATION IN SUPPORT OF THE SERVICES

That the City will provide to OATS funds necessary to pay the transportation costs for an additional shopping day for OATS riders to shopping locations exclusively within the City of Belton for one year beginning **October 1, 2017 to September 30, 2018**. Said funds for this 12 month term shall not exceed **\$2,106.00**. The City shall make payment upon receipt by the City of an invoice or similar documentation from OATS. All compensation for services is subject to annual appropriation by the City.

1. Specifically, OATS will provide Non Emergency Demand Response Transportation for an additional shopping day within the City of Belton in accordance with the following scope of services: **\$29.25 per hour** not to exceed **6 hours per day** for ambulatory and wheelchair service of which \$1.00 per hour is depreciation which

OATS will deposit in a restricted account for use in cost of replacing vehicles. This rate is based on a gasoline price of **\$2.00** per gallon. For every \$0.50 increase or decrease in the cost of gasoline, the rate will be increased or decreased by \$1.00. The average cost for gasoline will be evaluated monthly based on the weekday pump price at the Casey's Station in Harrisonville. OATS drivers will not provide change.

2. The estimated total amount of compensation for services to be provided under this Agreement is: **\$2,106.00 = \$29.25/hour x 6/hours/day x 12 months.**
3. Special conditions which apply to this Agreement are as follows: OATS observes the following Holidays during the year and therefore services will not be available: New Years Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving & Christmas Day.

II. SUBCONTRACTS

OATS and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the other party to the Agreement.

III. NON-DISCRIMINATION PROVISIONS

OATS and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, disability, age, religion, sex, or national origin. OATS will take affirmative action to ensure that applicants are employed in good faith. OATS and its subcontractors will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

IV. COMPLIANCE WITH THE LAW

All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

V. INTEREST OF LOCAL PUBLIC OFFICE

Neither the Mayor nor any member of the City Council of the City, nor any officer, employee, or agent of the City who exercises any functions or responsibilities in connection with review or approval of the services to which this Agreement pertains, shall have any personal interest, direct or indirect, in the Agreement or the proceeds thereof except as permitted by the laws of the State of Missouri.

VI. INDEPENDENT CONTRACTOR

OATS is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the Services herein described as an independent contractor.

VII. INDEMNIFICATION

OATS shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, subject to the provisions set forth in the Missouri Sovereign Immunity Statute, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of OATS or its agents, employees, or subcontractors, arising out of or in any way connected with the operations expressly authorized herein; provided, however, that OATS need not save harmless the City from claims, demands, losses and expenses arising out of the sole negligence of the City, its employees or agents. In addition, the City shall not be liable or responsible in any manner to any subcontractor with whom OATS has contracted to provide additional services under the terms of the Agreement.

VIII. TERMINATION OF THIS AGREEMENT

This Agreement may be terminated at any time by written, mutual agreement of all parties, provided that compliance with all applicable laws and regulations is met. The City shall have the right at its option to terminate this Agreement and be free of all obligations hereunder in the event that OATS is in default or violation of the terms of this Agreement. Non appropriation of funds by the City Council shall not be considered a violation or default of this Agreement.

IX. NOTICE

Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed to the parties as hereinafter specified.

Notice to the City shall be addressed to:

City Manager
City of Belton, Missouri
506 Main
Belton, MO 64012

Notice to OATS, Inc shall be addressed to:

OATS, Inc
Dorothy Yeager, Executive Director
2501 Maguire Blvd, Ste. 101
Columbia, MO 65201

X. AMENDMENTS

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and OATS mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

XI. SEVERABILITY

It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

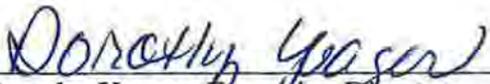
XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of not in further force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

OATS, Inc.

CITY OF BELTON, MISSOURI
A Municipal Corporation



Dorothy Yeager, Executive Director

Jeff Davis, Mayor

ATTEST:

ATTEST:

Secretary

City Clerk

Contract Number 0703 - Urban

SECTION VIII
E

BILL NO. 2017-83

ORDINANCE NO. 2017-

AN ORDINANCE APPROVING A TIPS HOTLINE CONTRACT WITH THE KANSAS CITY METROPOLITAN CRIME COMMISSION.

WHEREAS, the Belton Police Department has contracted with the TIPS Hotline for many years; and

WHEREAS, this service has proven to be a good source for investigations at the Department. A copy of the Contract is attached as Exhibit "A".

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

Section 1. That the Contract, attached and incorporated herein as **Exhibit "A"**, with the Kansas City Metropolitan Crime Commission for TIPS Hotline Service, is hereby approved for FY18 for an annual cost of \$2,500.00.

Section 2. That the Mayor is authorized and directed to execute the Contract on behalf of the City.

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

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

First Reading: September 12, 2017

Second Reading:

Approved this _____ day of _____, 2017.

Mayor Jeff Davis

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 12th day of September, 2017, and thereafter adopted as Ordinance No. 2017-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2017, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



The Kansas City Metropolitan Crime Commission
 Since 1949
 3100 Broadway, Suite 226
 Kansas City, MO 64111
 Phone 816-960-6300 Fax 816-960-6838
 www.kc-crime.org

O F F I C E R S

Past Chair
 W. TERRENCE KILROY
Chair
 BRAD SPRONG
Chair-Elect
 BOYD MCGATHEY
Vice Chairs
 LEON HARDEN
 KARL ZOBORIST
Secretary
 GAIL WORTH
Treasurer
 MICHAEL WALL

P R E S I D E N T

RICK ARMSTRONG

BOARD OF DIRECTORS

DUANE ANSTAETT
 VICTORIA BARNARD
 WEB BOBBY
 BILL CHASTAIN
 NANCY GREASY
 JOHN DORSEY
 WILL FOX
 DAN GLASS
 PETER GREIG
 WILLIAM GROJEAN
 DAN HECKMAN
 RITA HOLMES-SOBO
 JON JACKSON
 DAVID JOHNSON
 ROSIE PRIVITERA-BONDO
 JAY REARDON
 GREGG RIESS
 CICI ROJAS
 TREY RUNDON
 DIRK SCHAFER
 ROBERT SMARI
 SARAH SMITH
 WILLARD SNYDER
 BRENT STEWART
 PATRICK THETFORD
 MARK THOMPSON
 DENNIS TRIPLETT
 PASQUALE TROZZOLO
 BRET WILSON
 YVONNE WILSON

HONORARY BOARD DIRECTORS

CHARLES W. BATTEY
 MIKE BEAL
 ALVIN BROOKS
 ED CONNOLLY
 CHUCK CURTIS
 CARL DICAPPO
 WILLIAM DUNN SR.
 CHARLES GARNEY
 WAYNE GOOSEY
 CAROL MARNOVICH
 ROBERT REINTJES, SR.
 CLIFFORD SARGEON
 KENT SUNDERLAND
 BAILEY TATE
 VAN O. WILLIAMS

August 1, 2017

Chief Jim Person
 City of Belton
 506 Main Street, P.O. Box 230
 Belton, MO 64012

Chief Jim Person:

Thank you for being a loyal supporter of Crime Stoppers. Without your support, Crime Stoppers would not exist. Your support and partnership are very important to us, and we know you are one of the reasons the TIPS Hotline is successful.

It is time for the renewal of your contract with the Crime Stoppers TIPS Hotline. Here are just a few reasons to continue your support of Crime Stoppers:

- Crime Stoppers received more than 4,360 TIPS in 2016 that solved nearly 245 felony cases and led to the arrest of 162 criminals;
- Crime Stoppers accepts anonymous *WebTips* at “www.kccrimestoppers.com” and mobile TIPS on our NEW P3 App.
- Crime Stoppers has over 20 regularly scheduled weekly media spots providing departments easy access in publicizing unsolved crimes and fugitives;
- Kansas City’s Most Wanted Newspaper publishes over 100 local fugitives, giving area departments and citizens easy access to wanted fugitive’s listings;
- Scholastic Crime Stoppers has the seen success in combating school based issues including, nine suicide interventions in over 45 schools in the metropolitan area.
- Visit the Crime Stoppers website “www.kccrimestoppers.com” to view Unsolved Crimes, Wanted Suspects, Upcoming Events and more.

Like you, Crime Stoppers is passionate about fighting crime and making our communities safer. Thank you for being a Crime Fighter. Together we get hundreds of dangerous fugitives off our streets and out of our neighborhoods.

Sincerely,

Rick Armstrong
 President

KANSAS CITY METROPOLITAN
CRIME COMMISSION

3100 Broadway, Suite 226
Kansas City, Missouri 64111
(816) 960-6800

August 1, 2017

City of Belton
506 Main Street, P.O. Box 230
Belton, MO 64012

Contract Year 2017

AMOUNT DUE FOR CRIME STOPPERS ANNUAL CONTRACT FOR
816-474-TIPS HOTLINE SERVICES

Minimum Due for 2017	\$2,500
----------------------	---------

Amount due and payable upon receipt.

Thank you for your support!

CONTRACT

This Contract is entered into this year, 2017, by and between the City of Belton and the Kansas City Metropolitan Crime Commission a Missouri not-for-profit corporation located at 3100 Broadway, Suite #226, Kansas City, Missouri 64111.

WHEREAS, the Crime Commission has run and continues to run a Crime Stoppers program promoting the 816-474-TIPS Hotline Program in the Greater Kansas City area, which includes Johnson and Wyandotte Counties in Kansas and Cass, Clay, Jackson, Lafayette, Platte and Ray Counties in Missouri.

WHEREAS, the City of Belton wishes to contract with the Crime Commission to provide this service in Belton, MO.

NOW, THEREFORE, the parties agree as follows:

1. The City of Belton will pay the Crime Commission an annual fee of \$2,500.00 dollars, payable on the date hereof and on each anniversary date of the date hereof during the term of this contract. Such annual fee may be adjusted each year as the parties hereto may agree.

2. The Crime Commission will provide its Crime Stoppers Program in Belton which the program shall include, at a minimum, the following services:

- a) Maintain the Crime Stoppers Hotline, (currently 816-474-TIPS) which will be answered a minimum of eight hours per day;
- b) Provide publicity concerning the availability of the Crime Stoppers TIPS Hotline;
- c) Provide rewards for information leading to the arrest, issuance of a warrant or indictment, which results from calls to the Crime Stoppers TIPS Hotline;
- d) Forward information received on the Crime Stoppers TIPS Hotline regarding crimes in Belton, MO.

3. The parties agree, that the services to be provided by the Crime Commission are being provided strictly on a contract basis and that the Crime Commission is not and shall not be considered a part of Belton, MO or the City of Belton. The Crime Commission shall not be subject to any control by Belton, MO or the City of Belton.

4. This contract shall be for an initial term of one year, commencing on the date hereof. Upon expiration of the initial term of this Contract, and upon expiration of each additional one year period thereafter, the term of this Contract shall be extended automatically for a period of one year, unless and until either party hereto gives written notice to the other party hereto of its intent not to extend the term of this Contract for an additional one year period.

5. This Contract shall not be assignable without the prior written consent of both parties. Any purported assignment without such written consent shall be void.

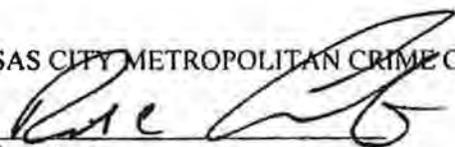
IN WITNESS WHEREOF, the parties have executed this Contract the year and date first above written.

Belton, MO

By _____

ATTEST: _____

KANSAS CITY METROPOLITAN CRIME COMMISSION

By 
Rick Armstrong

ATTEST: _____



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM**

AGENDA DATE: 09-12-2017
 ASSIGNED STAFF: James Person
 DEPARTMENT: Police Department

Approvals

Engineer: _____ Dept. Dir: _____ Attorney: _____ City
 Admin.: _____

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

ISSUE/REQUEST: Approval of the Kansas City Metropolitan Crime Commission's Crime Stoppers Annual Contract for FY18 in the amount of \$2,500.00 is hereby requested.

PROPOSED CITY COUNCIL MOTION: Approve a TIPS hotline contract with the Kansas City Metropolitan Crime Commission.

BACKGROUND: *(including location, programs/departments affected, and process issues)*

These funds were approved in the FY18 budget and needs the consideration and approval of the Council

IMPACT / ANALYSIS:

FINANCIAL IMPACT

Contractor:	K.C. Metro Crime Commission
Amount of Request/Contract:	\$ 2,500.00
Amount Budgeted:	\$ 2,500.00
Funding Source:	Line Item 010-3800-400-3020
Additional Funds	\$ -0-
Funding Source	
Encumbered:	\$
Funds Remaining:	\$ -0-

TIMELINE	Start:	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

STAFF RECOMMENDATION:
OTHER BOARDS & COMMISSIONS ASSIGNED: Date: Action:

List of reference Documents Attached:

- Letter
- Statement
- Contract (2)

SECTION VIII

F

AN ORDINANCE APPROVING THE PETITION FOR AND ESTABLISHING THE FAIRFIELD INN COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, Sections 67.1401 to 67.1571 RSMo, 2000, as amended (the "CID Act"), authorize the governing body of any city, upon presentation of a proper petition requesting the formation, and after a public hearing, to adopt an ordinance establishing a community improvement district; and

WHEREAS, the City of Belton, Missouri (the "City") is a constitutional charter city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri; and

WHEREAS, the property owners within the proposed community improvement district have filed with the Belton City Clerk (the "City Clerk") a petition for the establishment of a community improvement district pursuant to the CID Act, entitled the Petition to Establish (the "Petition") the Fairfield Inn Improvement District (the "District"); and Community

WHEREAS, the City Clerk verified that the Petition substantially complies with the CID Act, submitted the verified Petition to the City Council and set a public hearing with all proper notice being given in accordance with the CID Act or other applicable law; and

WHEREAS, none of the signatures of the signers of the Petition were withdrawn within seven days after the Petition was filed with the City Clerk; and

WHEREAS, all the real property included in the District is entirely located within the City; and

WHEREAS, on September 12, 2017, the City Council held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to speak; and

WHEREAS, the Petition to establish the District being fully heard before the City Council, the City now desires to establish the District and make such other findings as necessary.

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

SECTION 1. All terms used in this Ordinance shall be construed as defined in the CID Act and the Petition.

SECTION 2. The City Clerk has verified that the Petition substantially complies with all submission requirements of the CID Act.

SECTION 3. The Petition is hereby approved and the District is hereby established within the City as a political subdivision of the State of Missouri, as provided in the Petition, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference. The District includes the contiguous tracts of real estate as described in the attached Petition and shown on the map set forth in the attached Petition.

SECTION 4. As set forth in the Petition, the District shall be governed by a board of directors consisting of five (5) members, who were initially named in the Petition and whose successors shall be appointed as provided in the Petition.

SECTION 5. The District's Board of Directors shall have authority to establish a sales and use tax within the District as set forth in the Petition and in conformance with the CID Act.

SECTION 6. The District shall have and possess without limitation such powers authorized under the CID Act and as set forth or otherwise limited in the Petition.

SECTION 7. The maximum length of time for the existence of the District shall be thirty (30) years from the date of adoption of this Ordinance.

SECTION 8. The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development (the "Department") the report specified in subsection 6 of Section 67.1421 of the CID Act, substantially in the form provided by the Department.

SECTION 9. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 10. This Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor.

READ FOR THE FIRST TIME: September 12, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of September, 2017

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

Approved as to form:

Rich Wood, Special Legal Counsel

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 12th day of September, 2017, and thereafter adopted as Ordinance No. 2017-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of September, 2017, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

EXHIBIT A
CID PETITION

(see attached)



**FAIRFIELD INN
COMMUNITY IMPROVEMENT
DISTRICT**

Petition to Establish the District

Ward Four

Belton, Cass County, Missouri

August 28, 2017

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**PETITION TO ESTABLISH
FAIRFIELD INN COMMUNITY IMPROVEMENT DISTRICT**

THIS PETITION TO ESTABLISH THE FAIRFIELD INN COMMUNITY IMPROVEMENT DISTRICT (this "Petition") is submitted pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri as amended (the "Act"), by the authorized representatives of the property owners, whose signatures appear below (the "Petitioner") to request the City Council of the City of Belton, Missouri, to establish the Fairfield Inn Community Improvement District (the "District") in the City of Belton, Missouri (the "City").

I. DESCRIPTION OF THE DISTRICT

- A. *Name of District.* The name of the District shall be the Fairfield Inn Community Improvement District.
- B. *Legal Description.* The District includes all of the real property within the contiguous area legally described on Exhibit A attached to this Petition.
- C. *Boundary Map.* A map illustrating the contiguous boundaries of the District is attached to this Petition as Exhibit B.

II. PETITIONER(S)

- A. The Petitioner(s) represent:
 - 1. more than fifty percent (50%) per capita of all owners of real property within the boundaries of the District; and
 - 2. property owners collectively owning parcels representing more than fifty percent (50%) of the total assessed value of the real property within the boundaries of the District.

III. FIVE-YEAR PLAN

- A. *Purposes of the District.* The District shall serve the following purposes (the "District Purposes"):
 - 1. fund or assist in funding construction of certain public improvements (the "CID Improvements"), as more particularly described on Exhibit C of this Petition and Section B of this Article, located within and for the benefit of the District;
 - 2. facilitate economic development within the District by providing or causing to be provided certain services (the "CID Services") described in Section C of this Article for the benefit of the District;

3. fund or assist in the funding of costs associated with the establishment and ongoing administration and operation of the proposed District (the "CID Operating Costs") described in Section D of this Article;
 4. issue obligations, as necessary, to finance: (a) the costs of the CID Improvements; (b) other costs incurred by the District to carry out any of the District Purposes; (c) costs of issuance; (d) capitalized interest, and (e) debt service reserves;
 5. coordinate with public and private entities to plan, implement and finance the CID Improvements; and
 6. impose and collect the sales tax authorized pursuant to this Petition and the Act.
- B. *CID Improvements.* The CID Improvements shall generally include the maintenance and construction of improvements which are (i) located within the District's boundaries, including, but not limited to construction of the access drive from North Mullen Road and the improvements listed in Exhibit C and (ii) approved by the Board and authorized pursuant to the Act, including those described in Section 67.1461.1 and Section 67.1461.2(1) and (2), RSMo, as amended.
- C. *CID Services.* The District may provide cleaning and maintenance service to public areas within the District to improve the appearance and image of the District. Such services may include, without limitation:
1. providing litter removal and cleaning of common areas, trash containers, alleyways, streets and sidewalks within the District;
 2. providing landscape care, maintenance and weed abatement, and providing and/or replacing landscaping; and
 3. providing other beautification efforts designed to improve the District's curb appeal and encourage private investment within the District.
- D. *Administration and Operations.* The District may provide and/or contract for managerial, engineering, legal, technical, clerical, accounting, financial consulting, and other services and assistance deemed necessary or desirable by the District to meet the purposes of the proposed District, including, but not necessarily limited to, the following:
1. financing the costs of creating the District, coordinating, cooperating and entering into agreements with the City and bond trustees in conjunction with financing transactions and collection, administration and disbursement of the sales tax;
 2. managing the District's budget;

3. maintaining insurance for the District and contracting for legal counsel on matters pertaining to the District;
4. imposing and collecting the sales tax as authorized pursuant to this Petition and the Act; and
5. coordinating meetings, events, and the dissemination of additional information necessary or desirable to meet the District Purposes.

IV. TAXES AND ASSESSMENTS

- A. *Sales Tax.* The District shall have the authority, upon and by approval of the qualified voters of the District, to impose by resolution a sales and use tax at a rate not to exceed one percent (1%) on all net retail sales made in the District which are subject to taxation, except as prohibited by Section 67.1545, R.S.Mo (the "Sales Tax"). All sales figures of individual taxpayers shall be kept strictly confidential by the Board of Directors.
- B. *Real Property Tax.* The District shall not have the authority to impose a real property tax.
- C. *Special Assessments.* The District shall not have the authority to impose special assessments.
- D. *Business License Tax.* The District shall not have the authority to impose business license taxes.

V. GOVERNANCE OF DISTRICT

- A. *Type of District.* The District shall be a separate political subdivision, shall have all of the powers granted to and exercisable by a community improvement district pursuant to the Act, except as otherwise expressly limited to by the provisions of this Petition, and shall be governed by a Board of Directors.
- B. *Board of Directors.*
 1. *Number.* The number of directors to serve on the District's Board of Directors shall be five (5).
 2. *Qualifications.* Each director of the District must meet the following requirements:
 - a. Be at least eighteen (18) years of age;
 - b. Members of the Board shall be either (i) an owner, as defined in the Act, of real property within the District; (ii) an owner of a business operating within the District; or (iii) a registered voter

residing in the District; provided, however, as authorized in Section 67.1451.2 of the Act, a director may be a legally authorized representative of an owner, operator or resident of the District;

- c. Two of the members of the Board shall be selected and designated by the City and shall be designated as legally authorized representatives of an owner, operator or resident of the District;
 - d. Be a citizen of the State of Missouri for at least one year prior to taking office;
 - e. Interim Directors must be nominated by the existing Board of Directors.
3. *Initial Board Members and Terms.* The initial directors constituting the board of directors and the term of each initial director shall be as follows:
- a. Hiral Bhakta for a term of four (4) years
 - b. Carolyn Yatsook (City appointee) for a term of four (4) years
 - c. Ankita Bhakta for a term of two (2) years
 - d. Premal Bhakta for a term of two (2) years
 - e. Ryan Finn (City appointee) for a term of two (2) years

or until their respective successors are appointed in accordance with the Act and this Petition.

- 4. *Successor Directors.* Successor directors shall be appointed by the Mayor with the consent of the City Council, as provided in the Act and any vacancy shall be filled in accordance with the Act.
- 5. *Terms.* The initial directors shall serve the terms set forth above in this Petition and each successor director elected shall serve a term of four (4) years.

C. **Estimated Costs and Budget.**

- 1. An estimated cost of providing for the design, construction, operation and maintenance of the CID Improvements, CID Services and CID Operating Costs, as well as a proposed budget, for the first five years of the existence of the District is attached hereto as Exhibit C, and made an integral part hereof.
- 2. In addition to the estimated costs shown on Exhibit C attached hereto, the District may, by resolution, reimburse any party or parties for costs incurred prior to formation of the District in furtherance of the formation of the District or in furtherance of any District purposes, including, but not limited to legal fees.

VI. ASSESSED VALUE

The total current assessed value of all the real property within the District is \$41,670.00. The official total assessed valuation for the District may change by the time the District is created.

VII. BLIGHT DETERMINATION

The Petition does not include a request for a determination of blight for any real property within the District.

VIII. LIFE OF DISTRICT

The District will continue to exist and function for a period of thirty (30) years following the effective date of the ordinance establishing the District unless sooner terminated in accordance with Section 67.1481, R.S.Mo. of the Act.

IX. LIMITATIONS ON BORROWING CAPACITY

The District will have the authority to borrow funds from any public or private source and issue obligations and provide security for the repayment of the same as provided by the Act and as otherwise provided by law.

X. LIMITATIONS ON REVENUE GENERATION

The District will have authority to levy and collect sales and use taxes, to fix, charge and collect fees, rents and other charges for the use of any of its real or personal property or interest in such property, and to sell, exchange, transfer, assign, pledge, hypothecate or otherwise encumber or dispose of any real or personal property, or any interest in such property as provided by the Act and as otherwise provided by law.

XI. OTHER DISTRICT POWERS

The District will have the authority granted to it under the Act and as otherwise provided by law including, specifically without limitation, the power to enter into cooperative agreements with the City concerning the use of the District revenues for the payment or repayment of any obligations issued for the construction of improvements within the District.

XII. REQUEST TO ESTABLISH DISTRICT

By execution and submission of this Petition, the Petitioner requests the City to establish the District as set forth in this Petition.

XIII. NOTICE TO PETITIONER(S)

The signature of the Petitioner signing this Petition may not be withdrawn later than seven (7) days after this Petition is filed with the clerk of the City.

XIV. SEVERABILITY

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

**SIGNATURE FOR PETITION TO ESTABLISH THE
FAIRFIELD INN COMMUNITY IMPROVEMENT DISTRICT**

I hereby request the City Council of the City of Belton, Missouri, to establish the Fairfield Inn Community Improvement District.

Name of Owner: Salina Hotel Corporation

Owner's Telephone No:

Owner's Mailing Address: 904 Congressional Drive, Lawrence, KS 66049

If signer is different from Owner:

Name of Signer:

State basis of legal Authority to sign:

Signer's Telephone No:

Signer's Mailing Address:

If the owner is an individual, state if owner is single or married:

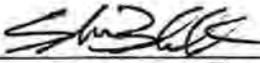
If the owner is not an individual, State what type of entity: Kansas Corporation

The map and parcel numbers and assessed value of property owned:

<u>MAP & PARCEL NO.</u>	<u>ASSESSED VALUE</u>
040307300000025008	\$24,390.00
040307300000025013	\$17,280.00

By executing this Petition, the undersigned represents and warrants that it received a copy of this Petition, is the property owner of the property listed above, or is authorized to execute the Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that its signature may not be withdrawn later than seven (7) days after this Petition is filed with the Clerk of the City.

Salina Hotel Corporation., a Kansas Corporation

By: 
Name: Shamir Bhakta
Its: Vice President

08/26/17
Date

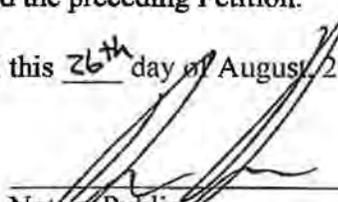
Acknowledgement

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

Before me personally appeared Shamir Bhakta, to me personally known to be the individual described in and who executed the preceding Petition.

WITNESS my hand and official seal this 26th day of August, 2017.

MAXWELL MAIER
Notary Public-State of Kansas
My Appt. Expires 3/7/20



Notary Public

My commission expires: 3/7/20

EXHIBIT A

**TO
PETITION TO ESTABLISH
FAIRFIELD INN COMMUNITY IMPROVEMENT DISTRICT
LEGAL DESCRIPTION OF THE PROPOSED DISTRICT**

Tract 1:

Lot 3 & 4, KC BELTON COM MIND PK, a subdivision in Belton, Cass County, Missouri, according to the recorded plat thereof.

Tract 2:

Lot 4A, WALGREENS BELTON SECOND PLAT, a subdivision in Belton, Cass County, Missouri, according to the recorded plat thereof.

EXHIBIT B
TO
PETITION TO ESTABLISH
FAIRFIELD INN COMMUNITY IMPROVEMENT DISTRICT
BOUNDARY MAP OF THE PROPOSED DISTRICT



EXHIBIT C

**TO
PETITION TO ESTABLISH
FAIRFIELD INN COMMUNITY IMPROVEMENT DISTRICT**

INITIAL ESTIMATED CID IMPROVEMENT COSTS

CID improvement costs will include any of the following costs for which CID funds may be expended pursuant to the Act and that are also agreed to by the District.

CID OPERATING EXPENSES

Legal, accounting and insurance expenses are estimated to be \$7,000 annually with a \$20,000 initial startup cost.

FIVE YEAR BUDGET

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues (Sales Tax & Property Tax)	\$0	\$18,997	\$20,583	\$21,635	\$22,284
Expenses					
CID Improvements	\$179,200	\$7,000	\$7,210	\$7,426	\$7,649
CID Operating Expenses	<u>\$20,000</u>	<u>\$7,000</u>	<u>\$7,000</u>	<u>\$7,000</u>	<u>\$7,000</u>

SECTION VIII

G

AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT BY AND AMONG THE CITY OF BELTON, MISSOURI, FAIRFIELD INN COMMUNITY IMPROVEMENT DISTRICT, AND SALINA HOTEL CORPORATION.

WHEREAS, the City Council, did on September 26, 2017, pass Ordinance No. 2017-____, which approved the formation of the Fairfield Inn Community Improvement District (the “District”) and the Petition to Establish the Fairfield Inn Community Improvement District (the “Petition”); and

WHEREAS, the District is authorized under the CID Act to impose a district-wide sales tax and to enter into the attached Cooperative Agreement for the administration of the District Sales Tax Revenues; and

WHEREAS, the City, the District and Salina Hotel Corporation (the “Developer”) desire to set forth through the attached Cooperative Agreement their respective duties and obligations with respect to the administration, enforcement, and operation of the District Sales Tax and the use of the District Sales Tax Revenues; and

WHEREAS, the City Council hereby determines that it is in the best interests of the City to enter into a Cooperative Agreement with the District and the Developer in substantially the form attached hereto.

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

SECTION 1. The Cooperative Agreement is hereby approved in substantially the form attached hereto as **Exhibit A** and the Mayor is authorized to execute the Cooperative Agreement on behalf of the City.

SECTION 2. City officers and agents of the City are each hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor.

READ FOR THE FIRST TIME: September 12, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of September, 2017

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

Approved as to form:

Rich Wood, Special Legal Counsel

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 12th day of September, 2017, and thereafter adopted as Ordinance No. 2017-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of September, 2017, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

EXHIBIT A
COOPERATIVE AGREEMENT

(see attached)

COOPERATIVE AGREEMENT
among the
CITY OF BELTON, MISSOURI,
the
FAIRFIELD INN COMMUNITY IMPROVEMENT DISTRICT,
and
SALINA HOTEL CORPORATION
dated as of
_____ , 2017

COOPERATIVE AGREEMENT

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COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“Agreement”), entered into as of this ___ day of _____, 2017, by and among the **CITY OF BELTON, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the “City”), the **FAIRFIELD INN COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (“District” or “CID”), and **SALINA HOTEL CORPORATION**, a Kansas Corporation (the “Developer”) (the City, the District and the Developer being sometimes collectively referred to herein as the “Parties”, and individually as a “Party”, as the context so requires).

WITNESSETH:

WHEREAS, the City Council of the City (the “City Council”), did on _____, 2017, pass Ordinance No. _____, which approved the formation of the District and the Petition to Establish the Fairfield Inn Community Improvement District (the “Petition”); and

WHEREAS, the District is authorized under the CID Act to impose a district-wide sales tax and to enter into this Agreement for the administration of the District Sales Tax Revenues;

WHEREAS, the Parties desire to set forth through this Agreement their respective duties and obligations with respect to the administration, enforcement, and operation of the District Sales Tax and the use of the District Sales Tax Revenues.

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

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1. Recitals and Exhibits. The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

Section 1.2. Definitions. Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“Administrative Fee” means that amount of the District Sales Tax Revenues that the City shall receive as compensation for performing the administrative duties of the District and administering and accounting for the District Sales Tax, as set forth in this Agreement.

“Advanced Funds” means the Twenty Thousand and NO/100 Dollars (\$20,000.00) that Developer paid contemporaneously with the execution of that certain Funding Agreement dated as of _____, by and between the City and the Developer.

“Board of Directors” means the governing body of the Fairfield Inn Community Improvement District.

“Bond Documents” means any bonds, indentures or other financing agreements, disbursement agreements and all other agreements and certificates executed in connection with the issuance of any Obligations.

“Budget” shall have the meaning set forth in Section 4.4.

“CID Act” means the Missouri Community Improvement District Act, Sections 67.1401, *et seq.*, RSMo, as amended.

“CID Improvements” means those improvements described in the Petition, along with any other CID Improvements that may be approved by the City and the District in accordance with the Petition, the CID Act and this Agreement.

“CID Services” means those services described in the Petition, along with any other CID Services that may be approved by the City and the District in accordance with the Petition, the CID Act and this Agreement.

“City Council” means the governing body of the City.

“City Directors” shall have the meaning set forth in Section 5.1.

“City Manager” means the City Manager of the City.

“Developer Directors” shall have the meaning set forth in Section 5.1.

“Director” means a director of the District.

“District Sales Tax” means the sales tax levied by the District on the receipts from the sale at retail of all tangible personal property or taxable services within its boundaries pursuant to the CID Act in the maximum amount of one percent (1.0%), as established by resolution of the District and approved by the qualified voters of the District, in accordance with this Agreement.

“District Sales Tax Revenues” means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of the District Sales Tax.

“Event of Default” means any event specified in Section 6.1 of this Agreement.

“Excusable Delays” means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than the Parties not caused by the Parties’ failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable party using reasonable diligence to overcome which prevents such party from performing its specific duties or obligation hereunder in a timely manner.

“Fiscal Year” means April 1 through March 31 of each year, which Fiscal Year coincides with the City’s fiscal year.

“Hotel Project” means the purchasing, designing, constructing and installing of an approximately 83 room hotel.

“Lease Agreement” means the agreement dated as of _____, 2017 between the City and the Developer.

“Mayor” means the Mayor of the City.

“Obligations” means any bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by or at the direction of the City which pay for the CID Improvements, in whole or in part, or to refund outstanding Obligations.

“Operating Costs” means the actual, reasonable expenses which are necessary for the operation of the District which shall include, but is not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of special legal counsel (in an amount not to exceed \$15,000 per year), financial auditing services performed for the District or the City on behalf of the District, and other consultants or services, and shall also include reasonable attorneys’ fees for the formation of the District (in an amount not to exceed \$30,000).

“Plans and Specifications” means the plans and specifications prepared for and showing the Hotel Project, as amended by the Developer from time to time prior to the completion, the same being on file at an office of the Developer and which shall be available for reasonable inspection during normal business hours and upon not less than three business days’ prior notice by the City and their duly appointed representatives.

“Petition” means the Petition to Establish the Fairfield Inn Community Improvement District, approved by the City Council on _____, 2017, by Ordinance No. _____.

“Public Improvement Costs” means all actual and reasonable costs and expenses which are incurred by or at the direction of the District with respect to construction of the CID Improvements, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and materialmen in connection with the construction contracts awarded in connection with the CID Improvements that are constructed or undertaken, plus all actual and reasonable costs to plan, finance, develop, design and acquire the CID Improvements, including but not limited to the following:

A. actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, financing, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the construction of the CID Improvements and all actual and reasonable costs for the oversight of the completion of the CID Improvements including overhead expenses for administration, supervision and inspection incurred in connection with the CID Improvements; and

B. all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the CID Improvements and which may lawfully be paid or incurred by the District under the CID Act.

An estimate of the Public Improvement Costs is set forth in **Exhibit A**.

“Redevelopment Area” means the area legally described in **Exhibit A** to the Petition.

“Report” shall have the meaning set forth in Section 4.4.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by the District. The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The CID Improvements are authorized in the Petition.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

E. Consideration and public benefit: The District acknowledges that construction of the CID Improvements are of significant value to the District, the property within the District and the general public. The District finds and determines that the CID Improvements will promote the economic welfare and the development of the City and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Improvements; (iii) increasing local and state tax revenues; and (iv) providing necessary street infrastructure for the District and for other surrounding development. Further, the District finds that the CID Improvements conform to the purposes of the CID Act.

F. There is no litigation or proceeding pending or, to the knowledge of the District, threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

Section 2.2. Representations by the City. The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri, as a constitutional charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the Mayor is duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or

result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

D. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

Section 2.3. Representations by the Developer. Developer represents that:

A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

B. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer or any member of the Developer or the CID Improvements, which litigation, proceedings or investigations would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, the terms and provisions of this Agreement.

ARTICLE 3: DISTRICT SALES TAX

Section 3.1. Imposition of the District Sales Tax. The Board of Directors shall adopt a resolution, which, subject to qualified voter approval, imposes the District Sales Tax. The District shall notify the Missouri Department of Revenue of the District Sales Tax. The District shall annually appropriate all District Sales Tax Revenues by resolution in accordance with this Agreement.

Section 3.2. Collection and Administration of the District Sales Tax

A. The District shall enact a resolution that (i) imposes the District Sales Tax (subject to qualified voter approval), (ii) authorizes the City to perform all functions incident to the administration, enforcement and operation of the District Sales Tax, to the extent not performed by the state, and (iii) prescribes any required forms and administrative rules and regulations for reporting and collecting the District Sales Tax. The District shall also notify the Missouri Department of Revenue, in substantial compliance with the form set forth in **Exhibit B**, that the District authorizes the City, on behalf of the District, to receive from the Missouri Department of Revenue all of the District Sales Tax Revenues.

B. The District Sales Tax shall be collected by the Missouri Department of Revenue as provided in the CID Act. The City shall receive the District Sales Tax Revenues from the Missouri Department of Revenue, which shall be disbursed in accordance with this Agreement.

C. The City agrees to perform for the District all functions incident to the administration and enforcement of the District Sales Tax, to the extent not performed by the state, pursuant to the CID Act and this Agreement. The City shall receive an Administrative Fee for administering the District Sales Tax in the amount of one percent (1.0%) of the total District Sales Tax Revenues transferred to the District by the Missouri Department of Revenue. The Administrative Fee authorized in this Section shall be calculated using the total District Sales Tax Revenues generated within the District; provided however, such annual Administrative Fee shall not exceed \$1,000 per year.

D. Subject to the limitation contained in the preceding paragraph, in the event that the Administrative Fee does not fully reimburse the City for the actual and reasonable costs and expenses incurred in fulfilling its obligations under Section 3.2, then the City shall receive reimbursement for those reasonable and actual costs that exceed the Administrative Fee and are approved by the Board of Directors, either by approval of the Budget or by separate action of the Board of Directors. In the event that there are insufficient funds in any Fiscal Year to cover the actual and reasonable costs incurred by the City, any unpaid Administrative Fee shall be paid in subsequent Fiscal Years.

E. The Parties acknowledge that prior to the availability of District Sales Tax Revenues, there will be Operating Costs, including, but not limited to, the costs of forming the District, which will be incurred by the Parties. The Parties agree that prior to the availability of sufficient District Sales Tax Revenues to pay for such costs, any Operating Costs incurred by the City or Developer, including the fees owed to the City's legal counsel and to the Developer's legal counsel, or any other Operating Costs incurred by the City or Developer, shall be paid from the Advanced Funds. Once sufficient District Sales Tax Revenues are available, the Parties will be reimbursed for any Operating Costs paid by the Parties hereunder, as set forth in Section 3.5(C) hereof.

Section 3.3. Operating Costs. The District shall pay for the Operating Costs of the District in accordance with Section 3.2.E., and thereafter from District Sales Tax Revenues. The Operating Costs shall be included in the Budget, as provided in Section 4.4.

Section 3.4. Enforcement of the District Sales Tax. The District authorizes the City, to the extent required or authorized by the Missouri Department of Revenue, to take all actions necessary for enforcement of the District Sales Tax. The City may, in its own name or in the name of the District, prosecute or defend an action, lawsuit or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure the payment of the District Sales Tax. The District hereby agrees to cooperate fully with the City and to take all action reasonably necessary to effect the substitution of the City for the District in any such action, lawsuit or proceeding if the City shall so request. All reasonable actions taken by the City for enforcement and any legal proceeding filed by the City for enforcement and collection of the District Sales Tax shall be treated as Operating Costs of the District.

Section 3.5. Distribution of the District Sales Tax Revenue. Beginning in the first month following the effective date of the District Sales Tax and continuing each month thereafter until the expiration or repeal of the District Sales Tax, the City, on behalf of the District, shall, not later than the fifteenth (15th) day of each month, distribute the District Sales Tax Revenues received in the preceding month in the following order of priority:

A. The Administrative Fee will be paid from the District Sales Tax.

B. Operating Costs of the District will be paid from the District Sales Tax (including reimbursement of any Operating Costs paid by the Developer and City pursuant to Section 3.2(E) hereof).

C. The remaining District Sales Tax Revenues will be annually appropriated by the District to be used in accordance with the Petition and the Performance Agreement.

Section 3.6. Effect of Obligations. The Parties acknowledge that the CID Act and the Petition authorized the District to issue Obligations and that the priority for distribution of the District Sales Tax Revenues set forth in Section 3.5 may be modified by Bond Documents. In the event of a conflict between the terms of this Agreement and any documents creating Obligations, the documents creating the Obligations will control with respect to priority of disbursement of District Sales Tax Revenues.

Section 3.7. Records of the District Sales Tax. The City, on behalf of the District, shall keep accurate records of the District Sales Tax due and collected and copies of such records shall be made available to the District on a monthly basis. Any other City records pertaining to the District Sales Tax shall be provided to the District upon written request of the District, as permitted by law.

Section 3.8. Repeal of the District Sales Tax. Unless extended by mutual agreement of the Parties and in accordance with the CID Act, the District shall implement the procedures in the CID Act for repeal of the District Sales Tax and abolishment of the District upon the expiration of the District Sales Tax in accordance with the District Sales Tax ballot measures as approved by the qualified electors of the District. The District shall not implement the procedures for repeal or modification of the District Sales Tax and abolishment of the District while Public Improvement Costs are unreimbursed, unless the Developer fails to build the Hotel Project in accordance with the Plans and Specifications or fails to operate the Hotel Project under the brand name of Fairfield Inn & Suites for seven (7) consecutive years beginning on the date of the initial occupancy of the Project set forth in **Section 4.2** of this Agreement. Upon repeal of the District Sales Tax, the District shall:

- A. Pay all outstanding Administrative Fees and Operating Costs.
- B. Retain any remaining District Sales Tax Revenues until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

ARTICLE 4: DISTRICT PROJECTS

Section 4.1. Design and Construction of CID Improvements. The CID Improvements shall be designed and constructed by or at the direction of the Developer, and neither the District or the City will have any obligation to design and construct the CID Improvements.

Section 4.2. Failure of the Company. The City shall have the right to approve the Plans and Specifications for the Hotel Project. Upon failure of the Developer to construct the Hotel Project in accordance with the approved Plans and Specifications or the failure of the Company to operate the Hotel Project under the brand name of Fairfield Inn & Suites for seven (7) consecutive years beginning on the date of the initial occupancy of the Project, the Developer will cease to receive reimbursement of Public Improvement Costs from District Sales Tax revenues. The Parties agree to cooperate to abolish the District and repeal the District Sales Tax in accordance with the CID Act. The Developer will provide a petition for termination as required by the CID Act within thirty (30) days after the Event of Default described in Section 4.3 of the Lease Agreement. As part of the procedures in abolishing the District, the District shall direct the Missouri Department of Revenue to terminate the District Sales Tax effective on the day following the adoption of an ordinance by the City terminating the District and will provide a copy of such ordinance to the Missouri Department of Economic Development within fifteen (15) days of its passage.

Section 4.3. CID Services. The District shall provide the CID Services, and neither the Developer or the City will have an obligation to provide the CID Services.

Section 4.4. Funding the CID Improvements and CID Services. The District shall impose the District Sales Tax within the boundaries of the District to fund the CID Improvements and CID Services and other costs authorized by this Agreement. The District shall not use or impose any taxes other than a District Sales Tax, or impose any other funding mechanisms unless the City Council, by Ordinance, modifies the limitations on the District's authority as set forth in the Petition. The District may also incur Obligations in one or more series for the purpose of funding all, or an appropriate portion of, the CID Improvements.

Section 4.5. Annual Budget. The District shall annually prepare or cause to be prepared a budget (the "Budget") and an annual report (the "Report") describing the major activities of the District during the preceding year and upcoming year. The Budget and Report shall be submitted to the City Manager for review and comment not less than ninety (90) days prior to the intended date of approval of the Budget. The Budget shall not be approved without the prior written consent of the City. Not later than the first day of each Fiscal Year of the District, the Board of Directors shall adopt a Budget for the District for the ensuing budget year, for every fund of the District of any kind, in such a manner as may be provided by law. If the Board of Directors fails to adopt a Budget by the first day of a Fiscal Year, the District shall be deemed to have adopted for such Fiscal Year a Budget which provides for application of District Sales Tax Revenues collected in such Fiscal Year in accordance with the budget for the prior Fiscal Year.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1. Composition of the Board of Directors and Officers.

A. In accordance with the Petition, the Board of Directors shall be composed of five (5) Directors. Three (3) of the Directors shall be designees of the Developer (the "Developer Directors") and two (2) of the Directors shall be designees of the City (the "City Directors").

B. All Directors shall meet all qualifications of the CID Act and the Missouri Constitution. The City and Developer will cooperate to provide for the designation in writing that each of the City Directors and Developer Directors are representatives of a property owner or a business owner within the District, in order to satisfy the requirements of Section 67.1451.2(2)(a), RSMo.

C. Successor Directors shall be appointed by the Mayor with the consent of the City Council as provided in the Petition and in compliance with Section 67.1451.5, RSMo, provided that the Mayor's appointment of the Developer Directors shall be based upon those persons who are designated by Developer.

Section 5.2. Records of the District. The District shall designate an appropriate official to be the official record keeper of the District, who shall keep proper books of record and account on behalf of the District in which full, true, and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied. The District shall furnish to the state auditor an annual report of the financial transactions of the District in accordance with Section 105.145, RSMo, and all rules and regulations promulgated to implement that financial reporting requirement, no later than ninety (90) days following the end of each Fiscal Year of the District. Any District financial audits shall be performed in coordination with City audits. All pertinent books, documents, and vouchers relating to District business, affairs, and properties shall at all times during regular business hours be open to the inspection of such accountant or other agent (who may make copies

of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as reasonably required) as shall from time to time be designated and compensated by the inspecting party.

Section 5.3. Consent by Developer, Tenants and Transferees.

A. Developer shall cause all leases of property in the District entered into after the date of this Agreement to contain a provision that is in substantial compliance with the following:

Community Improvement District: Tenant acknowledges and consents that the Leased Premises are a part of the Fairfield Inn Community Improvement District ("District") created by ordinance of the City of Belton, Missouri ("City"), that the District imposes a sales tax on Tenant's eligible retail sales that will be applied toward the costs of CID Improvements and CID Services that will provide a generalized benefit to the Development. Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for its property located in the District when and as they are filed with the Missouri Department of Revenue. Tenant hereby acknowledges and agrees that the City and the District are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

B. Developer, or any third party, may transfer real property within the CID. Developer shall insert in any document transferring any interest in real property within the CID, and shall cause any transferee to insert language reasonably similar to the following, and shall have such document signed by the transferee indicating acknowledgment and agreement to the following provision:

Community Improvement District: Grantee acknowledges and consents that the Property is a part of the Fairfield Inn Community Improvement District ("District") created by ordinance of the City of Belton, Missouri ("City"), and that the District imposes a sales tax on eligible retail sales conducted within the District that will be applied toward the costs of CID Improvements and CID Services that provide a generalized benefit to all property within the District. Grantee shall, or shall cause any applicable tenant of Grantee, to forward to the City copies of its State of Missouri sales tax returns for the Property when and as they are filed with the Missouri Department of Revenue. Grantee hereby acknowledges and agrees that the City and the District are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

C. In complying with Section 5.3(A) and (B), the Parties acknowledge and agree that the lease or transfer document may also include an appropriate caveat indicating that language and requirements with respect to the District Sales Tax shall be of no force or effect unless and until the District Sales Tax is actually implemented in accordance with Petition and Section 3.1.

D. The Developer shall ensure that any documents transferring its interest in property located within the District shall make the obligations set forth in this Section a covenant running with the land that shall be enforceable against any purchaser, lessee or other transferee or possessor as if such purchaser, lessee or possessor were originally a party to and bound by this Agreement, which obligations shall only terminate upon the end of the term of the District.

E. Failure of the Developer to require that such restrictions be placed in any such lease/sales contract shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating

to the District's and the City's rights of enforcement and remedies under this Agreement, or otherwise form the basis of a default on the part of the Developer hereunder.

F. Developer agrees not to contest or protest the creation of the District or the levy, collection or enforcement of the District Sales Tax.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1. Default and Remedies.

A. An Event of Default shall occur upon the failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement and the continuance of such failure for fifteen (15) days after the other Party has given written notice to such Party specifying the nature of such failure, or if such failure cannot be cured within such fifteen (15) day period, such Party shall fail to commence action to cure within such time and expeditiously, diligently, continuously and exercising best efforts pursue the action to cure as promptly as possible, but not to exceed ninety (90) days.

B. An Event of Default shall occur upon the failure of the Developer to construct the Hotel Project in accordance with the Plans and Specifications or the failure of the Company to operate the Hotel Project under the brand name of Fairfield Inn & Suites for seven (7) consecutive years beginning on the date of the initial occupancy of the Project, pursuant to **Section 4.2** of this Agreement and Section 4.3 of the Lease Agreement, and the continuance of such failure for fifteen (15) days after the other Party has given written notice to such Party specifying the nature of such failure, or if such failure cannot be cured within such fifteen (15) day period, such Party shall fail to commence action to cure within such time and expeditiously, diligently, continuously and exercising best efforts pursue the action to cure as promptly as possible, but not to exceed ninety (90) days.

C. If any Event of Default has occurred and is continuing, then any non-defaulting party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting party and its officers, agents and employees, and require and compel duties and obligations required by the provisions of this Agreement. If any Event of Default has occurred and is continuing under **Section 6.1.B.** of this Agreement, the Parties agree to cooperate to abolish the District and repeal the District Sales Tax in accordance with **Section 4.2.**

Section 6.2. Rights and Remedies Cumulative. The rights and remedies maintained by any Party under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. Any Party shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and any Party hereby waives the right to raise such defense in any proceeding in equity.

Section 6.3. Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting party, any payment or payments without in any way waiving the non-defaulting party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting party.

Section 6.4. Excusable Delays. No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such Excusable Delay.

ARTICLE 7: MISCELLANEOUS

Section 7.1. Effective Date and Term. This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. This Agreement shall remain in effect for as long as the District is legally in existence.

Section 7.2. Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the City, the District and the Developer. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 7.3. Jointly Drafted. The Parties agree that this Agreement has been jointly drafted and shall not be construed more strongly against another Party.

Section 7.4. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 7.5. Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 7.6. Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 7.7. City Approvals. Unless specifically provided to the contrary herein, all approvals of the City hereunder may be given by the City Manager or his or her designee without the necessity of any action by the City Council. The City Manager may seek the input from the City Council before granting any approval.

Section 7.8. District Approvals. Unless specifically provided to the contrary herein, all approvals of the District hereunder may be given by the District Manager of the District or his or her designee without the necessity of any action by the Board of Directors.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF BELTON, MISSOURI

By: _____
Jeff Davis, Mayor

ATTEST:

Patti Ledford, City Clerk

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 2017, before me appeared, Jeff Davis, who being, by me duly sworn, did say that he is the Mayor of the **CITY OF BELTON, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council, and said Mayor acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

(SEAL)

My commission expires: _____

**FAIRFIELD INN COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
District Manager

ATTEST:

Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2017, before me appeared _____, who being by me duly sworn, did say that he is the District Manager of the **FAIRFIELD INN COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district organized and existing under the laws of the State of Missouri, and that said instrument was signed in behalf of said District by authority of its Board of Directors and said individual acknowledged said instrument to be the free act and deed of said District.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

(SEAL)

My commission expires: _____

SALINA HOTEL CORPORATION

By: _____
Name: _____
Title: _____

STATE OF MISSOURI)
) **ss.**
COUNTY OF _____)

On this ____ day of _____, 2017, before me appeared _____, who being by me duly sworn, did say that he is a _____ of **SALINA HOTEL CORPORATION**, a Kansas corporation, and that said instrument was signed in behalf of said corporation and said individual acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

(SEAL)

My commission expires: _____

EXHIBIT A

CID IMPROVEMENTS AND ESTIMATED COSTS

INITIAL ESTIMATED CID IMPROVEMENT COSTS

CID improvement costs will include any of the following costs for which CID funds may be expended pursuant to the Act and that are also agreed to by the District.

CID OPERATING EXPENSES

Legal, accounting and insurance expenses are estimated to be \$7,000 annually with a \$20,000 initial startup cost.

FIVE YEAR BUDGET

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues (Sales Tax & Property Tax)	\$0	\$18,997	\$20,583	\$21,635	\$22,284
Expenses					
CID Improvements	\$179,200	\$7,000	\$7,210	\$7,426	\$7,649
CID Operating Expenses	<u>\$20,000</u>	<u>\$7,000</u>	<u>\$7,000</u>	<u>\$7,000</u>	<u>\$7,000</u>

EXHIBIT B

FORM OF LETTER TO THE MISSOURI DEPARTMENT OF REVENUE

**FAIRFIELD INN
COMMUNITY IMPROVEMENT DISTRICT**

_____, 2017

Missouri Department of Revenue
Customer Services Division
Sales/Use Tax
P.O. Box 3380
Jefferson City, MO 65105-3380

Re: Remittance of Sales Tax Revenue for the Fairfield Inn Community Improvement District
to the City of Belton, Missouri

Dear Sir or Madam:

The Fairfield Inn Community Improvement District (the "**District**") hereby authorizes the Missouri Department of Revenue (the "**Department**") to remit directly to the City of Belton, Missouri (the "**City**") all of the District sales tax revenue collected by the Department. In accordance with a cooperative agreement ("**Cooperative Agreement**") entered into between the District and the City dated _____, 2017, the City shall deposit all sales tax revenue into a bank account separate from other bank accounts of the City and disburse such funds in accordance with the Cooperative Agreement. Identifying information for the special account is included on the attached ACH agreement.

Pursuant to the Cooperative Agreement, the City will perform all functions incident to the administration of the District sales tax revenue.

Sincerely,

District Manager of the
Fairfield Inn Community Improvement District

SECTION VIII

H

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR SALINA HOTEL CORPORATION; AUTHORIZING THE ISSUANCE OF TAXABLE INDUSTRIAL REVENUE BONDS (FAIRFIELD INN & SUITES PROJECT), IN AN AMOUNT NOT TO EXCEED \$7,746,700 FOR THE PURPOSE OF PURCHASING AND CONSTRUCTING A FACILITY FOR USE AS A HOTEL TO BE OPERATED AS A COMMERCIAL PROJECT WITHIN THE CITY; AND AUTHORIZING CERTAIN DOCUMENTS AND ACTION IN CONNECTION THEREWITH.

WHEREAS, the City of Belton, Missouri (the "City") is a constitutionally chartered city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City is authorized under the provisions of Article VI, Section 27 of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, the City, in accordance with Section 100.050 of the Act, has prepared a Plan for an Industrial Development Project (the "Plan") for Salina Hotel Corporation, a Kansas corporation (the "Company"), with respect to a project consisting of the purchasing, designing, constructing and installing of an approximately 83 room hotel located generally at the northeast quadrant of the intersection of East North Avenue and Mullen Road in the City (the "Project"), notice of the Project was given to the taxing jurisdictions in accordance with Section 100.059.1 of the Act and the City now desires to approve the Plan; and

WHEREAS, the City desires to finance the costs of the Project out of the proceeds of industrial development revenue bonds to be issued under the Act (the "Bonds"); and

WHEREAS, the City has and does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City proceed with the issuance of the Bonds for the purpose described above; and

WHEREAS, because the Bonds will be payable solely out of payments, revenues and receipts derived by the City from the lease of the Project to the Company and from no other source, the City has determined that it is appropriate that the Bonds be sold to the Company pursuant to Section 108.170 of the Revised Statutes of Missouri, as amended, which provides that notwithstanding any other provisions of any law or any charter provision to the contrary, industrial development revenue bonds may be sold at private sale; and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with approval of the Plan and the issuance of the Bonds that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided.

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

SECTION 1. Promotion of Economic Development. The Council hereby finds and determines that the Project will promote the economic welfare and the development of the City, and the issuance of the Bonds by the City to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act.

SECTION 2. Approval of Plan. The Council hereby approves the Plan for Industrial Development Project attached hereto as **Exhibit A** in accordance with Section 100.050 of the Act.

SECTION 3. Authorization and Sale of the Bonds. The City is hereby authorized to issue and sell its Taxable Industrial Development Revenue Bonds (Fairfield Inn & Suites Project), in an aggregate principal amount not to exceed \$7,746,700, for the purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the herein authorized Trust Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rate, shall be in such form, shall be subject to redemption, shall have such other terms and provisions, shall be issued, executed and delivered in such manner and shall be subject to such provisions, covenants and agreements as are specified in the Trust Indenture upon the execution thereof, and the signatures of the officers of the City executing the Trust Indenture shall constitute conclusive evidence of their approval and the City's approval thereof. The sale of the Bonds to the Company at private sale pursuant to the provisions of Section 108.170 of Revised Statutes of Missouri, as amended, at the interest rate and upon the terms set forth in the Trust Indenture is hereby approved.

SECTION 4. Limited Obligations. The Bonds and the interest thereon shall be limited obligations of the City payable solely out of the payments, revenues and receipts derived by the City from the herein authorized Lease Agreement, and such payments, revenues and receipts shall be pledged and assigned to the Trustee as security for the payment of the Bonds as provided in the Trust Indenture. The Bonds and the interest thereon shall not be deemed to constitute a debt or liability of the City within the meaning of any constitutional provision, statutory limitation or City Charter provision and shall not constitute a pledge of the full faith and credit of the City. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City to levy any form of taxation therefore or to make any appropriation for their payment.

SECTION 5. Approval and Authorization of Documents. The following documents (the "City Documents") are hereby approved in substantially the forms presented to the Council at this meeting (copies of which documents shall be filed in the records of the City), and the City is hereby authorized to execute and deliver the City Documents with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture dated as of the date set forth therein (the "Trust Indenture"), between the City and UMB BANK, N.A., as trustee (the "Trustee"), pursuant to which the Bonds shall be issued and the City shall pledge and assign the payments, revenues and receipts received pursuant to the Lease Agreement to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Trust Indenture;

(b) Lease Agreement dated as of the date set forth therein (the "Lease Agreement"), between the City and the Company, under which the City will provide funds for the construction and improvement of the Project and lease the Project to the Company pursuant to the terms and conditions in the Lease Agreement, in consideration of rental payments by the Company which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds;

(c) Bond Purchase Agreement dated as of the date set forth therein, between the City and the Company, pursuant to which the Company agrees to purchase the Bonds.

SECTION 6. Execution of Documents. The Mayor of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor, City Manager or Finance Director of the City is hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 7. Further Authority. The Mayor, City Manager, Finance Director and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents.

SECTION 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage and adoption by the City Council and approval by the Mayor.

[remainder of page intentionally left blank]

READ FOR THE FIRST TIME: September 12, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of September, 2017

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

Approved as to form:

Rich Wood, Special Legal Counsel

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 12th day of September, 2017, and thereafter adopted as Ordinance No. 2017-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of September, 2017, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

EXHIBIT A
TO ORDINANCE NO. _____

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
FOR SALINA HOTEL CORPORATION**

CITY OF BELTON, MISSOURI

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST-BENEFIT ANALYSIS**

FOR

SALINA HOTEL CORPORATION

AUGUST 23, 2017

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* * *

CITY OF BELTON, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT AND COST-BENEFIT ANALYSIS FOR SALINA HOTEL CORPORATION

I. PURPOSE OF THIS PLAN

The City Council of the City of Belton, Missouri (the "City") will consider an ordinance approving this Plan (defined below) and authorizing the issuance by the City of its taxable industrial development revenue bonds in the approximate aggregate principal amount of not to exceed \$7,746,700 (the "Bonds"), to finance costs of an industrial development project (the "Project") for Salina Hotel Corporation, a Kansas Corporation, or its assigns (the "Company") as more fully described and defined herein. The Bonds will be issued pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended and Sections 100.010 to 100.200 of the Revised Statutes of Missouri, as amended (collectively, the "Act").

This Plan for an Industrial Development Project and Cost-Benefit Analysis (the "Plan") has been prepared to satisfy requirements of the Act and to analyze the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions, of using industrial development revenue bonds to finance the Project and to facilitate abatement of ad valorem taxes on the bond-financed property.

II. GENERAL DESCRIPTION OF CHAPTER 100 FINANCINGS

General. The Act authorizes cities, counties, towns and villages to issue industrial development revenue bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce, industrial plants and other commercial facilities.

Issuance and Sale of Bonds. Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from the project. The municipality issues its bonds and in exchange, the benefited company promises to make payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

Concurrently with the closing of the bonds, the company will convey to the municipality title to the property included in the project. (The municipality must be the legal owner of the property while the bonds are outstanding for the property to be eligible for tax abatement, as further described below.) At the same time, the municipality will lease the property, including the project, back to the benefited company pursuant to a lease agreement. The lease agreement will require the company, acting on behalf of the municipality, to use the bond proceeds to pay the costs or reimburse the costs of purchasing, constructing and installing the project, as applicable.

Under the lease agreement, the company typically: (1) will unconditionally agree to make payments sufficient to pay the principal of and interest on the bonds as they become due; (2) will agree, at its own expense, to maintain the project, to pay all taxes and assessments with respect to the project, and to maintain adequate insurance; (3) has the right, at its own expense, to make certain additions,

modifications or improvements to the project; (4) may assign its interests under the lease agreement or sublease the project while remaining responsible for payments under the lease agreement; (5) will covenant to maintain its corporate existence during the term of the bond issue; and (6) will agree to indemnify the municipality for any liability the municipality might incur as a result of its participation in the transaction.

Property Tax Abatement. Under Article X, Section 6 of the Missouri Constitution and Section 137.100 of the Revised Statutes of Missouri, all property of any political subdivision is exempt from taxation. In a typical transaction, the municipality holds fee title to the project and leases the project to the benefited company.

If the municipality and the company determine that partial tax abatement is desirable, the company may agree to make “payments in lieu of taxes.” The amount of payments in lieu of taxes is negotiable. The payments in lieu of taxes are payable by December 31 of each year, and are distributed to the municipality and to each political subdivision within the boundaries of the project in the same manner and in the same proportion as property taxes would otherwise be distributed under Missouri law.

III. DESCRIPTION OF THE PARTIES

Salina Hotel Corporation. The Company is a corporation organized and existing under the laws of the State of Kansas, and authorized to do business in the State of Missouri.

City of Belton, Missouri. The City is a constitutional home rule charter city and municipal corporation organized and existing under the laws of the State of Missouri. The City is authorized and empowered pursuant to the provisions of the Act to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

IV. REQUIREMENTS OF THE ACT

Description of the Project. The Project to be financed by the Bonds consists of (1) the design and construction of an approximately 83 room hotel project and (2) associated site work and infrastructure. The Project being financed by the Bonds will be constructed on approximately 5.8 acres located at the northeast quadrant of the intersection of East North Avenue and Mullen Road in the City, which is referred to as the “Project Site.”

Estimate of the Costs of the Project. The Project is expected to cost approximately \$7,746,700 and to be constructed during the years 2017, 2018 and 2019.

Source of Funds to be Expended for the Project. The sources of funds to be expended for the Project will be the proceeds of the Bonds in an approximate principal amount not to exceed \$7,746,700, to be issued by the City and purchased by the Company or its designee (the “Bondholder”) and, if needed, other available funds of the Company. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project (as further described below). The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri.

Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City. The City will hold title to the Project Site under the Chapter 100 transaction. The City will

lease the Project to the Company for lease payments equal to the principal and interest payments on the Bonds. Under the terms of the lease agreement with the City, the Company will have the option to purchase the Project at any time and will have the obligation to purchase the Project at the termination of the lease. The lease between the City and the Company will terminate in 2019, unless terminated sooner pursuant to the terms of the lease.

Affected School District, Community College District, County and City. The Belton School District #124 is the school district affected by the Project. Cass County, Missouri is the county affected by the Project. Metropolitan Community College is the community college district affected by the Project. The City is the city affected by the Project. The Cost-Benefit Analysis attached hereto identifies all other taxing districts affected by the Project (other than those taxing entities solely affected by the Project with respect to receipt of tax revenues from the commercial surcharge tax).

Assessed Valuation. The most recent equalized assessed valuation of the Project Site is \$25,002¹. The estimated total equalized assessed valuation of the Project Site after construction of the Project (2019) is \$1,983,155. This valuation was calculated based upon an assumed appraised value of \$6,197,360 for the Project Site in year 2019, multiplied by the assessment rate of 32%.

Payments in Lieu of Taxes. If this Plan is approved by the City Council, the City intends to issue the Bonds in 2017. The Bonds are being issued for the sole purpose of providing sales and use exemption on construction materials and no tax abatement will be provided. During years 2017, 2018 and 2019, the Project will be under construction and the Company will pay a payment in lieu of taxes equal to 100% of the real property taxes due on the Project Site as it exists at the time of assessment. Beginning year 2020 and after, the Project will be placed back on the tax rolls.

Sales and Use Tax Exemption on Construction Materials. Qualified building materials purchased for the construction of the Project are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying bond documents upon delivery of a project exemption certificate by the City to the Company. For purposes of determining the impact of the sales tax exemption of the qualified building materials on the affected taxing jurisdictions, it was assumed that: (1) the sales tax levies shown below will remain constant through the construction period; (2) \$1,250,000 will be spent on qualified construction materials purchased in the City, (3) \$750,000 will be spent on qualified construction materials purchased in Cass County, but outside the City, and (4) \$1,500,000 will be spent on qualified construction materials purchased in the State of Missouri, but outside Cass County. Please note that any variance in these assumptions will alter the fiscal impact of the sales tax exemption on the affected taxing jurisdictions.

¹ The Project Site is currently part of a larger tract, consisting of two separate parcels. The first parcel (Parcel I.D. No. 04-03-07-300-000-025.013) is approximately 3.00 acres. The Project Site will occupy approximately 60% of the acres of this larger 3.00 acre tract. Based on information received from Cass County, it is assumed that the most recent equalized assessed valuation of the land for the larger 3.00 acre tract is \$17,280. The land occupied by the Project is approximately 60% of the acreage of the 3.00 acre site and it is therefore assumed that the most recent equalized assessed valuation of the land owned occupied by the Project Site is \$10,368. The second parcel (Parcel I.D. No. 04-03-07-300-000-025.008) is approximately 2.50 acres. The Project Site will occupy approximately 60% of the acres of this larger 2.50 acre tract. Based on information received from Cass County, it is assumed that the most recent equalized assessed valuation of the land for the larger 2.50 acre tract is \$24,390. The land occupied by the Project is approximately 60% of the acreage of the 2.50 acre site and it is therefore assumed that the most recent equalized assessed valuation of the land occupied by the Project Site is \$14,634.

Based on the assumptions set forth above, the fiscal impact on the affected taxing jurisdictions of the sales and use tax exemption on qualified building materials is approximately as follows:

	Estimated Sales Tax Revenues Subject to <u>Exemption</u>
State of Missouri (4.225%)	\$147,875
City of Belton	
General Revenue (1.0%)	12,500
Capital Improvement (0.5%)	6,250
Park & Recreation (0.5%)	6,250
Fire District (0.25%)	3,125
Transportation (0.5%)	6,250
Cass County	
General Revenue (0.5%)	10,000
Law Enforcement & Justice Center (0.25%)	5,000
Law Enforcement General Revenue (0.25%)	5,000
Road & Bridge (0.25%)	5,000
Emergency Board (0.5%)	10,000
<hr/> Total	<hr/> \$217,250

	Estimated Use Tax Revenues Subject to <u>Exemption</u>*
State of Missouri (4.225%)	\$147,875
Cass County (1.75%)	35,000
<hr/> Total	<hr/> \$182,875

*The City of Belton does not have a use tax.

Cost-Benefit Analysis and Discussion of Exhibits. In compliance with Section 100.050.2(3) of the Revised Statutes of Missouri, this Plan has been prepared to show the costs and benefits to the City and to other taxing jurisdictions affected by the exemptions of the Project. The following is a summary of the exhibits attached to this Plan that show the direct tax impact the Project is expected to have on each taxing jurisdiction. This Plan does not attempt to quantify the overall economic impact of the Project.

Project Assumptions. Exhibit 1 presents a list of the assumptions related to the determination of assessed valuations and the tax formulas.

Summary of Cost-Benefit Analysis. Exhibit 2 presents a summary for each affected taxing district of (1) the total estimated tax revenues that would be generated if the Project did not occur and (2) the total estimated tax revenues that will be generated if the Project occurs.

Real Property. Exhibit 3 provides the projected tax revenues which would be paid on

the Project Site without the Project.

V. ASSUMPTIONS AND BASIS OF PLAN

In preparing this Plan, key assumptions have been made to estimate the fiscal impact of the exemptions proposed for the Project. See **ATTACHMENT A** for a summary of these assumptions.

Information necessary to complete this Plan, has been furnished by representatives of the City, representatives of the Company and its counsel, the Bondholder and other persons deemed appropriate and such information has not been independently verified for accuracy, completeness or fairness.

* * *

ATTACHMENT A

SUMMARY OF KEY ASSUMPTIONS

1. The cost of constructing the Project is estimated to be approximately \$7,746,700.
2. The construction of the Project will occur in years 2017, 2018 and 2019.
3. For purposes of this Plan, it is assumed that the investment in the Project will produce an appraised value of \$6,197,360 and an assessed value for the Project Site in the amount of \$1,983,155.
4. The Project will be owned by the City and leased to the Company with an option to purchase. As long as the Project is owned by the City, it will be exempt from ad valorem taxes.
6. During the entire term of the Bonds through 2019, the Company will make payments in lieu of taxes in accordance with that portion of Section IV above in the Plan entitled "Payments in Lieu of Taxes."
7. Commercial real property taxes are calculated using the following formula:
$$(\text{Assessed Value} * \text{Tax Rate})/100$$
8. The assessed value of the Project Site is calculated using the following formula:
$$\text{Estimated Value} * \text{Assessment Ratio of 32\%}$$
9. The tax rates used in this Plan reflect the rates in effect for the tax year 2016. The tax rates were held constant through the 2019 tax year.

* * *

EXHIBIT A

**City of Belton, Missouri
(Salina Hotel Corporation Project)**

**COST BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT**

15
GILMORE BELL

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This information is provided based on the factual information and assumptions provided to Gilmore & Bell, P.C. by a party to or a representative of a party to the proposed transaction. This information is intended to provide factual information only and is provided in conjunction with our legal representation. It is not intended as financial advice or a financial recommendation to any party. Gilmore & Bell, P.C. is not a financial advisor or a "municipal advisor" as defined in the Securities Exchange Act of 1934, as amended.

Summary of Key Assumptions

- ♦ Initial year taxes assessed 2017
- ♦ Appraised value of Project Site after Construction of the Project \$ 6,197,360
- ♦ Assessed value as a percentage of appraised value (real) 32.0%
- ♦ Assessed value of Project Site after Construction of the Project \$ 1,983,155
- ♦ Assessed value of Project Site \$ 25,002
- ♦ Terms of abatement: There is no tax abatement expected for the Project Site. The site will be converted to commercial use beginning in 2020 and will return to the tax rolls as of January 1, 2020.

**Exhibit 2
Summary of Cost Benefit Analysis**

Tax Distribution	Tax Rate	Projected Tax Revenues on Project Site Without Project
Belton School District #124	5.4320	\$ 4,074
State of Missouri	0.0300	23
Cass Co Road & Bridge	0.2287	172
Cass Co Library	0.1495	112
Hospital Maintenance	0.1356	102
Metropolitan Community College	0.2339	175
Sheltered Workshop	0.0498	37
Surtax	0.5400	405
City of Belton	1.9204	1,440
	8.7199	\$ 6,540

Exhibit 3
Projected Tax Revenues on Project Site Without Project

Estimated Assessed Value of Project Site		\$ 25,002	\$ 25,002	\$ 25,002	
Taxing Jurisdiction	Tax Rate per	2017	2018	2019	Total
	\$100				
Belton School District #124	5.4320	\$ 1,358	\$ 1,358	\$ 1,358	\$ 4,074
State of Missouri	0.0300	8	8	8	23
Cass Co Road & Bridge	0.2287	57	57	57	172
Cass Co Library	0.1495	37	37	37	112
Hospital Maintenance	0.1356	34	34	34	102
Metropolitan Community College	0.2339	58	58	58	175
Sheltered Workshop	0.0498	12	12	12	37
Surtax	0.5400	135	135	135	405
City of Belton	1.9204	480	480	480	1,440
	<u>8.7199</u>	<u>\$ 2,180</u>	<u>\$ 2,180</u>	<u>\$ 2,180</u>	<u>\$ 6,540</u>

CITY OF BELTON, MISSOURI,

AND

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

TRUST INDENTURE

Dated as of October 1, 2017

Relating to:

**\$7,746,700
(Aggregate Maximum Principal Amount)
City of Belton, Missouri
Taxable Industrial Revenue Bonds
(Fairfield Inn & Suites Project)
Series 2017**

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of October 1, 2017 (this “**Indenture**”), between the **CITY OF BELTON, MISSOURI**, a constitutionally chartered city and political subdivision organized and existing under the laws of the State of Missouri (the “**City**”), and **UMB BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with an office located in Kansas City, Missouri, as Trustee (together with any other corporation that may from time to time become Trustee pursuant to the terms of this Indenture the “**Trustee**”);

WITNESSETH:

WHEREAS, the City is authorized under Sections 100.010 through 100.200 of the Revised Statutes of Missouri and Article VI, Section 27(b) of the Missouri Constitution (collectively, the “**Act**”), to issue revenue bonds to provide funds for the carrying out of a project under the Act and to sell, lease or mortgage to private persons, partnerships or corporations the facilities purchased, constructed or extended by the City for manufacturing, commercial, warehousing and industrial development purposes pursuant to the Act;

WHEREAS, pursuant to the Act, the governing body of the City adopted an Ordinance on _____, 2017 (the “**Ordinance**”), authorizing the City to issue its industrial development revenue bonds in a principal amount not to exceed \$7,746,700, for the purpose of purchasing and constructing the project described on **Exhibit A** hereto (the “**Project**”), and authorizing the City to lease the Project to Salina Hotel Corporation, a Kansas corporation (the “**Company**”);

WHEREAS, pursuant to the Ordinance and the Act, the City is authorized to execute and deliver this Indenture for the purpose of issuing and securing the Bonds (as hereinafter defined), and to enter into the Lease Agreement of the same date herewith (the “**Lease**”), with the Company under which the City as Lessor, will arrange for the purchase and construction of the Project and will lease the Project to the Company, as Lessee, in consideration of rentals which will be sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid and legally binding obligations of the City, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the owners thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Bonds issued and outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign to

the Trustee the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) All right, title and interest in and to the Project together with the tenements, hereditaments, appurtenances, rights, privileges and immunities thereunto belonging or appertaining thereto;

(b) All right, title and interest of the City in, to and under the Lease (excluding the City's right to receive moneys for its own account and the City's rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, as provided therein or herein), and all rents, revenues and receipts derived by the City from the Project, including, without limitation, all rentals and other amounts to be received by the City and paid by the Company under and pursuant to and subject to the provisions of the Lease; and

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

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned or agreed or intended so to be, to the Trustee;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of the owners from time to time of the Bonds outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the City shall well and truly pay, or cause to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or shall provide for the payment thereof (as provided in **Article XIII** hereof), and shall pay or cause to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights thereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the owners from time to time of the Bond, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. Words and terms defined in **Section 1.1** of the Lease are hereby incorporated by reference unless otherwise defined below, in which case the words and terms below shall have the following meanings, unless some other meaning is plainly intended:

“Act” means, collectively, Sections 100.010 through 100.200 of the Revised Statutes of Missouri, and Article VI, Section 27(b) of the Missouri Constitution, as amended.

“Additional Bonds” means any Bonds issued pursuant to **Section 209** of this Indenture.

“Authorized City Representative” means the Mayor, City Manager, Finance Director, City Clerk or any other Person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Company and the Trustee containing the specimen signature of such person and signed on behalf of the City by its Mayor. Such certificate may designate an alternate or alternates and each shall be entitled to perform all duties of the Authorized City Representative.

“Authorized Company Representative” means any Person at the time designated to act on behalf of the Company as evidenced by written certificate furnished to the City and the Trustee containing the specimen signature of such person and signed on behalf of the Company by an authorized officer. Such certificate may designate an alternate or alternates and each shall be entitled to perform all duties of the Authorized Company Representative.

“Bond” or **“Bonds”** means the Taxable Industrial Revenue Bonds (Fairfield Inn & Suites Project), Series 2017 in the aggregate maximum principal amount of \$7,746,700, issued pursuant to **Section 208** of this Indenture and any Additional Bonds issued, authenticated and delivered under and pursuant to this Indenture.

“Bond Fund” means the fund designated as “City of Belton, Missouri, Taxable Industrial Revenue Bond Fund – Fairfield Inn & Suites Project” and created in **Section 601** of this Indenture.

“Bondowner” means the registered owner of any Bond outstanding.

“Bond Purchase Agreement” means the agreement by that name with respect to the Bonds by and between the City and the purchaser identified therein.

“Business Day” means any day other than a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the payment office of the Trustee is located are required or authorized by law to remain closed.

“City” means Belton, Missouri and its successors and assigns.

“Company” means Salina Hotel Corporation, a Kansas corporation, and its successors or assigns.

“Completion Date” means the date of execution of the certificate required pursuant to **Section 504** hereof.

“Construction Fund” means the fund designated as “City of Belton, Missouri, Construction Fund – Fairfield Inn & Suites Project” and created in **Section 501** of this Indenture.

“Cumulative Outstanding Principal Amount” means the aggregate principal amount of all Bonds outstanding under the provisions of this Indenture, as reflected in the records maintained by the Trustee as provided in the Bond and this Indenture.

“Event of Default” means, with respect to this Indenture, any Event of Default as defined in Section 901 hereof and, with respect to the Lease, means any Event of Default as described in Section 12.1 of the Lease.

“Financing Document” means any loan agreement, credit agreement, security agreement, mortgage, participation agreement, lease agreement, sublease, hedging agreement or other document executed by or on behalf of a Financing Party for the Project.

“Financing Party” means any Person providing debt, lease or equity financing (including equity contributions or commitments) or hedging arrangements, or any renewal, extension or refinancing of any such financing or hedging arrangements, or any guarantee, insurance, letters of credit or credit support for or in connection with any financing or hedging arrangements, in connection with the development, construction, ownership, lease, operation or maintenance of the Project or interests or rights in the Lease, or any part thereof, including any trustee or agent acting on any such Person’s behalf.

“Fund” means either the Bond Fund or the Construction Fund, as applicable.

“Government Securities” means direct obligations of, or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Indenture” means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of Article XI hereof.

“Investment Securities” means any of the following securities:

(a) any Government Securities, including obligations of any of the federal agencies set forth in clause (b) below to the extent they are unconditionally guaranteed by the United States of America;

(b) obligations of the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, the Federal Banks for Cooperatives, the Federal Land Banks, the Federal Home Loan Banks and the Farmers Home Administration;

(c) direct and general obligations of any state of the United States of America, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally-recognized bond rating agency;

(d) certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee), provided that such certificates of deposit shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit and shall be deposited with the Trustee or a custodian bank, trust company or national banking association; *provided* that the bank, trust company or national banking association holding each such certificate of deposit required to be so secured must be able to furnish to the Trustee written evidence satisfactory to it that the aggregate market value of all such

obligations securing each such certificate of deposit will at all times be an amount at least equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking;

(e) money market mutual funds that are invested in Government Securities; and

(f) any other investment approved in writing by the Authorized City Representative and the Company (unless the Company fails to own a majority of the Bonds Outstanding, in which case the approval of a majority of the owners of the Outstanding Bonds shall be required in lieu of the Company's approval).

"Lease" means the Lease Agreement dated as of the date of this Indenture between the City, as Lessor, and the Company, as Lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII** of this Indenture.

"Ordinance" has the meaning set forth in the recitals of this Indenture.

"Outstanding," when used with reference to Bonds, means, as of a particular date, all Bonds theretofore authenticated and delivered, except:

(a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 1302** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

"Paying Agent" means the Trustee or any other bank or trust company designated from time to time by this Indenture as paying agent for the Bonds at which the principal of or interest on the Bond shall be payable.

"Person" means an individual, partnership, corporation, business trust, joint-stock company, limited-liability company, bank, insurance company, unincorporated association, joint venture or other entity of whatever nature.

"Project" has the meaning set forth in the recitals of this Indenture.

"Project Costs" means all costs of purchase and construction of the Project whether incurred prior to or following the issuance of the Bonds, including the following:

(a) all costs and expenses necessary or incident to the acquisition of the Project Site at the execution of the Lease and which the Company conveys or causes to be conveyed to the City;

(b) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, surveyors and engineers in relation to the purchase and construction of the Project or the issuance of the Bonds;

(c) all costs and expenses of every nature incurred in constructing the Project (including the costs of all additions, modifications, fixtures, improvements, replacements and substitutions made to the Project during the term of the Lease pursuant to the terms thereof) and otherwise improving the Project Site, including the actual cost of labor and materials as payable to contractors, builders and materialmen in connection with the purchase and construction of the Project;

(d) an allowance for the Company's cost of funds used during the construction period of the Project, which may include interest accruing on the Bonds during such period;

(e) the cost of title reports or title insurance policies (if any) and the cost of any insurance maintained during the construction period in accordance with **Article VII** of the Lease, respectively;

(f) reasonable expenses of administration, supervision and inspection properly chargeable to the Project, underwriting expenses, legal fees and expenses, fees and expenses of accountants and other consultants, publication and printing expenses, and initial fees and expenses of the Trustee to the extent that said fees and expenses are necessary or incident to the issuance and sale of the Bonds or the purchase and construction of the Project;

(g) all other items of expense not elsewhere specified in this definition as may be necessary or incident to the authorization, issuance and sale of the Bonds; the purchase and construction of the Project; and the financing thereof; and

(h) reimbursement to the Company or those acting for it for any of the above enumerated costs and expenses incurred and paid by them before or after the execution of the Lease.

"Project Site" means all of the real estate described on **Exhibit B** attached hereto.

"Series 2017 Bonds" means the Taxable Industrial Revenue Bonds (Fairfield Inn & Suites Project), Series 2017 to be issued pursuant to **Section 208** of this Indenture in the aggregate maximum principal amount of \$7,746,700.

"Supplemental Indenture" means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article XI** hereof.

"Supplemental Lease" means any supplement or amendment to the Lease entered into pursuant to **Article XII** hereof.

"Table" means the Table of Cumulative Outstanding Principal on the Bond, the form of which is set forth in **Article IV** hereof.

"Trust Estate" has the meaning set forth in the Granting Clauses of this Indenture.

"Trustee" means UMB Bank, N.A., a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

Section 102. Rules of Interpretation.

(a) Unless the context shall otherwise indicate, (i) the words importing the singular number shall include the plural, and *vice versa*, (ii) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation", (iii) references to any Person shall be construed to include that Person's successors and assigns, and (iv) any definition of or reference to any law, agreement, instrument or other document shall be construed as referring to such law, agreement, instrument or other document as from time to time amended, supplemented or otherwise modified.

(b) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(c) All references in this instrument to designated "Articles," "Sections," "Exhibits" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections, Exhibits and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section, Exhibit or subdivision.

(d) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as "City of Belton, Missouri Taxable Industrial Revenue Bonds (Fairfield Inn & Suites Project), Series 2017." The maximum total principal amount of the Series 2017 Bonds that may be issued hereunder is hereby expressly limited to \$7,746,700, plus the principal amount of any Additional Bonds.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease, and not from any other fund or source of the City, and are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Bondowners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Bonds shall not constitute indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of Bonds.

(a) The Series 2017 Bonds shall be issuable in the form of one fully registered Bond without coupons in the maximum principal denomination of \$7,746,700. The Bonds shall be substantially in the form hereinafter set forth in **Article IV** of this Indenture.

(b) The Bonds shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If a Bond is at any time thereafter transferred, any Bond replacing such Bond shall be dated as of the date of authentication thereof.

Section 204. Method and Place of Payment of Bonds.

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bond at the payment office of any Paying Agent named in the Bond; **provided**, that so long as the Company or any Person controlling, controlled by or under common control with the Company is the sole Bondowner, the Trustee is authorized to make payments of principal on such Bond by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Bondowner and located in the continental United States; **provided, further**, that upon such payment by internal bank transfer or by electronic transfer of principal on such Bond, the Trustee shall record the amount of such principal payment on the registration books for the Bonds maintained by the Trustee on behalf of the City. If any Bond is presented to the Trustee together with such payment, or for such payment, the Trustee shall enter the amount of such principal payment on the Table in the manner set forth in **Exhibit D** hereof. Notwithstanding the foregoing, the registration books maintained by the Trustee shall be the official record of the Cumulative Outstanding Principal Amount on the Bond at any time, and the Bondowner is not required to present the Bond for action by the Trustee, as bond registrar, with each payment of principal on the Bond. Payment of the interest on the Bonds shall be made by the Trustee on each interest payment date to the person appearing on the registration books of the City hereinafter provided for as the registered owner thereof on the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date by check or draft mailed to such registered owner at such owner's address as it appears on such registration books. In the event that the Company or any Person controlling, controlled by or under common control with the Company is the sole Bondowner, the Trustee is authorized to make interest payments on any Bond by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Bondowner and located in the continental United States.

(c) If the Company is the sole Owner of the Bonds, then the Company may set-off its obligation to the City as lessee under the Lease against the City's obligations to the Company as the bondholder under this Indenture. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred. At maturity of the Bonds, the Company may deliver to the Trustee for cancellation the Bonds and the Company shall receive a credit against the Basic Rent payable by the Company under Section 5.1 of the Lease in an amount equal to the remaining principal on the Bond so tendered for cancellation plus accrued interest thereon.

Section 205. Execution and Authentication of Bonds.

(a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. In case any officer whose signature or facsimile thereof appears on the Bonds shall cease to be such officer before the delivery of such Bond, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Section 403** hereof, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes unless

and until such Certificate of Authentication shall have been duly executed by the Trustee. Such executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and for the transfer of Bonds as provided in this Indenture.

(b) The Bond may be transferred only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or such owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. The Series 2017 Bonds have not been registered under the Securities Act of 1933 or any state securities law, and the Series 2017 Bonds may not be transferred unless the City and the Trustee are furnished a written legal opinion from counsel acceptable to the City, the Trustee and the Company, to the effect that such transfer is exempt from the registration requirements of the Securities Act of 1933 and any applicable state securities law. Notwithstanding the preceding sentence, the Series 2017 Bonds may be transferred to any successor to the Company or any Person controlling, controlled by or under common control with the Company without the necessity of obtaining such an opinion. In connection with any such transfer of the Series 2017 Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee containing substantially the same representations contained in the representation letter delivered to the Trustee from the Owner upon the initial issuance of the Bond in substantially the form set forth on **Exhibit C** hereto. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Series 2017 Bonds a new fully registered Bond, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the outstanding principal amount of such Bond, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds shall be exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee. The City or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid by the transferee before any such new Bond shall be delivered. Neither the City nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding an interest payment date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(d) If any Bondowner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against the Bondowner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Trustee from amounts otherwise payable to the Bondowner under its Bonds.

Section 207. Persons Deemed Owners of Bonds. As to any Bond, the person in whose name the same shall be registered as shown on the bond registration books required by **Section 206** hereof shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of the Series 2017 Bonds.

(a) There shall be issued and secured by this Indenture a series of Bonds in the aggregate maximum principal amount of \$7,746,700 for the purpose of providing funds for paying the costs of the Project, which Bonds shall be designated "City of Belton, Missouri Taxable Industrial Revenue Bonds (Fairfield Inn & Suites Project), Series 2017." The Series 2017 Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on December 1, 2019 (subject to prior redemption as hereinafter provided in **Article III**), and shall bear interest as specified in **Section 2.08(e)** hereof, payable on the date or dates specified in **Section 2.08(e)** hereof.

(b) The Trustee is hereby designated as the Paying Agent for the payment of the principal of and interest on the Series 2017 Bonds.

(c) The Series 2017 Bonds shall be executed without material variance from the form and in manner set forth in **Article IV** hereof and delivered to the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Series 2017 Bonds by the Trustee, there shall be filed with the Trustee the following:

(1) An original or certified copy of the Ordinance passed by the governing body of the City authorizing the issuance of the Bonds and the execution of this Indenture, the Lease and the Bond Purchase Agreement;

(2) An original executed counterpart of this Indenture, the Lease and the Bond Purchase Agreement;

(3) A representation letter from the purchaser of the Series 2017 Bonds in substantially the form as **Exhibit C** hereto;

(4) A request and authorization to the Trustee on behalf of the City, executed by the Authorized City Representative, to authenticate the Series 2017 Bonds and deliver the same to the purchaser identified in the Bond Purchase Agreement upon payment to the Trustee, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to names of the purchaser and the amount of such purchase price;

(5) An opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the Series 2017 Bonds constitutes a valid and legally binding limited and special revenue obligation of the City; and

(6) Such other certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of the Series 2017 Bonds.

(d) When the documents specified in subsection (c) of this Section shall have been filed with the Trustee, and when the Series 2017 Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Series 2017 Bonds to or upon the order of the purchaser thereof, but only upon payment to the Trustee of the Closing Price (as defined in the Bond Purchase Agreement). The proceeds of the sale of the Series 2017 Bonds shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in **Article V** hereof. Following the initial issuance and delivery of the Bonds, the Company may submit additional requisition certificates in accordance with **Section 4.5** of the Lease, and the Trustee shall, based solely of the amount set forth in the requisition, endorse the Bonds in an amount equal to the amount set forth in each requisition certificate. The date of

endorsement of each Principal Amount Issued (as defined in subsection (f) below) shall be the date of the Trustees actual receipt of each requisition certificate. The Trustee shall keep a record of the total requisitions submitted, and shall notify the City if the requisitions submitted exceed the maximum Cumulative Outstanding Principal Amount of the Bonds permitted hereunder.

(e) The Series 2017 Bonds shall bear interest at the rate of 5.0% per annum on the Cumulative Outstanding Principal Amount thereof, and such interest shall be payable in arrears on each December 1, commencing on December 1, 2017. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each.

(f) The Trustee shall keep and maintain a record of the amounts deposited into the Construction Fund pursuant to the terms of the Indenture, or the value of property transferred to the City in exchange for the issuance of additional principal amount of the Series 2017 Bonds, as "Principal Amount Issued" and shall enter the aggregate principal amount of the Series 2017 Bonds then outstanding on its records as the "Cumulative Outstanding Principal Amount" on its records maintained for the Series 2017 Bonds. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the registered owner hereof, pursuant to the redemption provisions of the Indenture, the Trustee shall enter on its records the principal amount paid on the Series 2017 Bonds as "Principal Amount Paid Pursuant to Redemption Provisions," and shall enter the then outstanding principal amount of this Bond as "Cumulative Outstanding Principal Amount" on its records. The registered owner may from time to time enter the respective amounts deposited into the Construction Fund pursuant to the terms of the Indenture, or the value of property transferred to the City in exchange for the issuance of additional principal amount of the Series 2017 Bonds, under the column headed "Principal Amount Issued" on the Table and may enter the aggregate principal amount of the Series 2017 Bonds then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the registered owner hereof pursuant to the redemption provisions of the Indenture, the registered owner may enter the principal amount paid on the Series 2017 Bonds under the column headed "Principal Amount Paid Pursuant to Optional Redemption Provisions" on the Table and may enter the then outstanding principal amount of the Series 2017 Bonds under the column headed "Cumulative Outstanding Principal Amount" on the Table. However, the records maintained by the Trustee as to principal amount issued or principal amounts paid on the Series 2017 Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes.

Section 209. Authorization of Additional Bonds.

(a) If permitted by law and upon written agreement by the City and the Company as to all applicable terms (including any payments in lieu of taxes), Additional Bonds may be issued under and equally and ratably secured by this Indenture on a parity with the Series 2017 Bonds, and any other Additional Bonds which remain Outstanding after the issuance of such Additional Bonds, at any time or from time to time, upon compliance with the conditions hereinafter provided in this Section, for the purpose of (i) providing funds to pay the cost of completing the Project or the making of additional improvements to the Project or (ii) providing funds for refunding all or part of the Bonds then Outstanding of any series, including the payment of any premium thereon and interest to accrue to the designated redemption date and any expenses in connection with such refunding. Additional Bonds may be issued only with the written consent of the Company and the Bondowners of a majority in principal amount of the Outstanding Bonds.

(b) Before any Additional Bonds shall be issued under the provisions of this Section, the City shall pass an Ordinance authorizing the issuance of such Additional Bonds, fixing the amount thereof and describing the Bonds, if any, to be refunded, authorizing the City to enter into a Supplemental Indenture for the purpose of issuing such Additional Bonds and, if required, authorizing the City to enter into a Supplemental Lease with the Company.

(c) Such Additional Bonds shall be dated, shall be stated to mature in such year or years, shall bear interest at such rate or rates not exceeding the maximum rate then permitted by law, and shall be redeemable at such times and prices, all as may be provided by the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as to any difference in the date, the maturity or maturities, the rate or rates of interest or the provisions for redemptions, such Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of this Indenture as the Series 2017 Bonds, and any other Additional Bonds which remain Outstanding after the issuance of such Additional Bonds.

(d) The proceeds, excluding accrued interest, of all Additional Bonds shall be deposited in accordance with the terms of the Ordinance authorizing their issuance, after payment or making provision for payment of all expenses incident to such financing to be used for the sole and exclusive purposes provided in the Supplemental Indenture authorizing the issuance of such Additional Bonds.

Section 210. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond shall become mutilated, or be lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee, to save each of the City and the Trustee harmless. In the event any such Bond shall have matured, instead of issuing a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 211. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity shall be cancelled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds cancelled under any of the provisions of this Indenture shall be destroyed by the Trustee. The Trustee shall execute a certificate describing the Bonds so destroyed, and shall file executed counterparts of such certificate with the City and the Company.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds Generally. The Series 2017 Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions set forth in this Article. Additional Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions contained in this Article and as may be specified in the Supplemental Indenture authorizing such Additional Bonds.

Section 302. Redemption of the Series 2017 Bonds. The Series 2017 Bonds shall be subject to redemption and payment in whole or in part, as follows:

(a) At any time prior to the stated maturity thereof, at the option of the City, upon instructions from the Company, at a price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the date of payment.

(b) At any time prior to the stated maturity thereof, to the extent amounts are deposited into the Bond Fund in accordance with clauses (c) through (g) of **Section 602** hereof, at a price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the date of payment.

(c) At its option, the Company may at any time deliver to the Trustee for cancellation any Bonds owned by the Company and not previously paid, and the Company shall receive a credit against the amounts payable by the Company under the Lease for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

Section 303. Effect of Call for Redemption. Prior to or on the date fixed for redemption, funds or Government Securities shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture. If the Bonds are fully redeemed prior to maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to and reasonable fees and expenses hereunder accrued and to accrue in connection with such redemption is paid or provided for, the City shall, at the Company's direction, deliver to the Company the items described in **Section 11.2** of the Lease.

Section 304. Notice of Redemption. In the event the Bonds are to be called for redemption as provided in **Section 302 (a) or (b)** hereof, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds in accordance with **Section 302(a) or (b)** hereof at least 40 days (10 days if the Company or any Person controlling, controlled by or under common control with the Company is the sole Bondowner) prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Bondowners at least 30 days (five days if the Company or any Person controlling, controlled by or under common control with the Company is the sole Bondowner) prior to the scheduled redemption date by facsimile and by first class mail stating the date upon which the Bonds will be redeemed and paid. The Bonds are subject to redemption pursuant to **Section 302(c)** without any request or notice from the Company.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Series 2017 Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit D**. Additional Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be in substantially the form set forth in this Article, with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

Section 402. Form of Certificate of Authentication.

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

CERTIFICATE OF AUTHENTICATION

This Bond is the Taxable Industrial Revenue Bond (Salina Hotel Corporation Project), Series 2017 described in the Trust Indenture. The effective date of registration of this Bond is set forth below.

UMB Bank, N.A.

_____ Date
By _____
Name: _____
Title: _____

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Construction Fund. There is hereby created and ordered to be established in the custody of the Trustee a special trust fund in the name of the City to be designated the "City of Belton, Missouri, Construction Fund – Salina Hotel Corporation Project" (herein called the "Construction Fund").

Section 502. Deposits into the Construction Fund. The proceeds of the sale of the Bond, including Additional Payments provided for in the Bond Purchase Agreement, when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 602** hereof, shall be deposited by the Trustee into the Construction Fund. Any money received by the Trustee from any other source for the purpose of acquisition and construction of the Project shall pursuant to the written directions from the Person depositing such moneys, also be deposited into the Construction Fund.

Section 503. Disbursements from the Construction Fund.

(a) The moneys in the Construction Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Company for payment of, Project Costs upon receipt of requisition certificates signed by the Company in accordance with the provisions of **Article IV** of the Lease, and the Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions. In paying any requisition under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Company Representative, and the Trustee shall not be required to make any independent investigation in connection therewith. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City.

(b) If required, the City covenants and agrees to take all necessary and appropriate action promptly in approving and ordering all such disbursements. The Trustee is hereby authorized and directed to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

(c) The Trustee shall keep and maintain adequate records pertaining to the Construction Fund and all disbursements therefrom, and shall provide a statement of receipts and disbursements with respect thereto to the Company on a monthly basis. After the Project has been completed and a certificate of payment of all costs filed as provided in **Section 504** hereof, the Trustee, to the extent it has not already done so pursuant to this Section or **Section 1012** hereof, shall file a final statement of receipts and disbursements with respect thereto with the City and the Company.

Section 504. Completion of the Project. The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate required by the provisions of **Section 4.5** of the Lease. As soon as practicable thereafter, any balance remaining in the Construction Fund shall without further authorization be deposited in the Bond Fund.

Section 505. Disposition Upon Acceleration. If the principal of the Bonds shall have become due and payable pursuant to **Section 902** of this Indenture, upon the date of payment by the Trustee of any moneys due as hereinafter provided in **Article IX** provided, any balance remaining in the Construction Fund shall without further authorization be deposited in the Bond Fund by the Trustee with notice to the City and to the Company of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Creation of the Bond Fund. There is hereby created and ordered established in the custody of the Trustee a special trust fund in the name of the City to be designated the "City of Belton, Missouri, Taxable Industrial Revenue Bond Fund – Salina Hotel Corporation Project" (herein called the "**Bond Fund**").

Section 602. Deposits Into the Bond Fund. The Trustee shall deposit into the Bond Fund, as and when received, (a) all accrued interest on the Bonds, if any, paid by the purchaser of the Bonds; (b) all Basic Rent payable by the Company to the City under **Section 5.1** of the Lease and amounts due under **Section 5.2** of the Lease (with the exception of any payments in lieu of taxes paid as Additional Rent, which shall be paid directly to the City); (c) any amount in the Construction Fund to be transferred to the Bond Fund pursuant to **Section 504** hereof upon completion of the Project or pursuant to **Section 505** hereof upon acceleration of the Bonds; (d) the balance of any Net Proceeds (as defined in the Lease) of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease; (e) the amounts to be deposited in the Bond Fund pursuant to **Section 9.1(g)** and **9.2(c)** of the Lease; (f) all interest and other income derived from investments of Bond Fund moneys as provided in **Section 702** hereof; and (g) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Bond Fund.

The Trustee shall notify the Company in writing, at least 15 days prior to each date on which a payment is due under **Section 5.1** of the Lease, of the amount that is payable by the Company pursuant to such Section.

Section 603. Application of Moneys in the Bond Fund.

(a) Except as provided in this **Section 603** and **Section 908** hereof or in **Section 4.6(a)** of the Lease, moneys in the Bond Fund shall be expended solely for the payment of the principal of and the interest on the Bonds as the same mature and become due or upon the redemption thereof prior to maturity;

provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the Lease and deposited to the Bond Fund as provided in **Section 602** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the City.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and the interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon prior to such redemption, the City covenants and agrees, upon request of the Company, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Company. The Trustee may use any moneys in the Bond Fund to redeem a part of the Bonds Outstanding in accordance with and to the extent permitted by **Article III** hereof so long as the Company is not in default with respect to any payments under the Lease and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been presented for payment.

(d) After payment in full of the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the fees, charges and expenses of the Trustee, the City and any Paying Agent and any other amounts required to be paid under this Indenture and the Lease, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

Section 604. Payments Due on Days Other Than Business Days. In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds shall be not be a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 605. Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond shall not be presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Company the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Company, and the owner thereof shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Construction Fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease, and, until used or applied as herein or therein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest or any moneys received hereunder except such as may be agreed upon in writing.

Section 702. Investment of Moneys in Construction Fund and Bond Fund. Moneys held in the Construction Fund and the Bond Fund shall, pursuant to written direction of the Company, signed by the Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption prior to the date such funds will be needed. In the event the Company fails to provide written directions concerning investment of moneys held in the Construction Fund and the Bond Fund, the Trustee is hereby directed to invest in such Investment Securities specified in paragraph (e) of the definition of Investment Securities, provided they mature or are subject to redemption prior to the date such funds will be needed. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** of this Indenture of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Construction Fund until the Event of Default has been remedied or waived, as the case may be. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any Fund is insufficient for the purposes of such Fund. In determining the balance in any Fund, investments in such Fund shall be valued at their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

Section 703. Record Keeping. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article VI** for at least six years after the payment of all of the Outstanding Bonds.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project and the Lease as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to meet and pay the principal of and the interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds. The City covenants and agrees that it will use its best efforts to cause the Project to be continuously and sufficiently leased as a revenue and income-providing undertaking. Should there be a default under the Lease with the result that the right of possession of the Project is returned to the City, the City shall fully cooperate with the Trustee and with the Bondowners to the end of fully protecting the rights and security of the Bondowners and shall diligently proceed in good faith and use its best efforts to secure another tenant for the Project to the end that at all times sufficient rents, revenues and receipts will be derived from the Project promptly to meet and pay the

principal of and the interest on the Bonds as they become due and payable. Nothing herein shall be construed as requiring the City to operate the Project as a business other than as lessor pursuant to the conduit financing provided herein and pursuant to the Lease or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds. The City represents and covenants that it is duly authorized under the Constitution and laws of the State of Missouri to execute this Indenture, to issue the Series 2017 Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Series 2017 Bonds have been duly and effectively taken; that the Series 2017 Bonds are and will be valid and enforceable obligations of the City according to the import thereof.

Section 803. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its governing body pertaining thereto. The Trustee may take such actions as it deems appropriate to enforce all such covenants, undertakings, stipulations and provisions of the City hereunder.

Section 804. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds. The City covenants and agrees that, except as herein and in the Lease provided, it will not assign, sell, convey, pledge, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. Recordings and Filings. The City hereby authorizes the Trustee to file all appropriate financing and continuation statements as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Bondowners and the rights of the Trustee hereunder; provided the Trustee shall have no obligation to file any initial financing statements and shall be protected in relying on the initial filing and descriptions in filing any continuation statements pursuant to this section. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases, and all other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Bondowners and the rights of the Trustee hereunder.

Section 806. Inspection of Project Books. The City covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease. The City covenants and agrees that it shall enforce all of its rights and all of the obligations of the Company (at the expense of the Company) under the Lease to the extent necessary to preserve the Project in good repair and reasonably safe operating condition, and to protect the rights of the Trustee and the Bondowners hereunder with respect to the pledge and assignment of the rents, revenues and receipts coming due under the Lease; provided that, the City and the Trustee, as its assignee, shall refrain from enforcing any such right or obligation (except for the rights of the City or the Trustee to receive payments owing to either of them for their own account under the Indenture, the Lease or any other agreement related to the Bonds or for their rights of indemnification or to be protected from liabilities by insurance policies required by the Lease) if so directed in writing by 100% of the Bondowners. The City agrees that the Trustee, as assignee of the rentals and other amounts to be

received by the City and paid by the Company under the Lease, or in its name or in the name of the City, may enforce all rights of the City to receive such rentals and other amounts and all obligations of the Company to pay such rentals and other amounts under and pursuant to the Lease for and on behalf of the Bondowners, whether or not the City is in default hereunder. So long as not otherwise provided in this Indenture, the Company shall be permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Lease.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure. If any of the following events occur, it is hereby defined to be and to constitute an “Event of Default”:

- (a) Default in the due and punctual payment of the principal on any Bond, whether at the stated maturity or accelerated maturity thereof, or at the date fixed for redemption thereof;
- (b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at the date fixed for redemption thereof;
- (c) Default as specified in **Section 12.1** of the Lease shall have occurred.

Anything herein to the contrary notwithstanding, no default specified in **Section 12.1** of the Lease (except for default in the due and punctual payment of Basic Rent or Additional Rent) shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given to the Company by the City, the Trustee or the holders of 25% in aggregate principal amount of all Bonds Outstanding and the Company shall not have corrected said default or caused said default to be waived or corrected within 60 days after receiving written notice of the default (or such longer period as may be provided by **Section 12.1** of the Lease); provided, however, if any such default (other than a default in the payment of any money) cannot be corrected within such 60-day period (or such longer period as may be provided by **Section 12.1** of the Lease), it shall not constitute an Event of Default if corrective action is instituted by the Company within such period and diligently pursued until the default is corrected or waived, as the case may be; provided that, the cure periods provided in this paragraph shall be coterminous with, and not in addition to, those provided in **Section 12.1** of the Lease.

Section 902. Acceleration of Maturity in Event of Default. If an Event of Default shall have occurred and be continuing, the Trustee may, and upon the written request of the holders of not less than 25% in aggregate principal amount of Bonds then Outstanding, shall, by notice in writing delivered to the City and the Company, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest and all other amounts due hereunder shall thereupon become and be immediately due and payable.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. Subject to applicable law and regulation, if an Event of Default shall have occurred and be continuing, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the possession of the City under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements; the Trustee may lease the Project or any part thereof, in the name and for account of the City, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay,

and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including (a) reasonable fees and expenses of the Trustee, the City, and their respective agents and counsel, (b) any taxes, assessments and other charges prior to the lien of this Indenture, and (c) all expenses of such repairs and improvements. The Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 908** hereof. Whenever all that is due upon the Bonds shall have been paid and all defaults made good, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the City and the Company a summarized statement of receipts and expenditures in connection therewith

Section 904. Appointment of Receivers in Event of Default. If an Event of Default shall have occurred and be continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondowners under this Indenture, the Trustee shall (subject to applicable law) be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding and all other amounts due hereunder, and to enforce and compel the performance of the duties and obligations of the City and the Company as herein set forth.

(b) If an Event of Default shall have occurred and be continuing, and if requested to do so by (1) the City (in the case of an Event of Default arising out of **Section 12.1** of the Lease), or (2) the holders of 25% in aggregate principal amount of Bonds then Outstanding and indemnified as provided in subsection (l) of **Section 1001** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient and in the interests of the City or the Bondowners, as the case may be.

(c) Subject to applicable law, all rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Bondowner, and any recovery of judgment shall, subject to the provisions of **Section 908** hereof, be for the equal benefit of all Bondowners and the City.

Section 906. Limitation on Exercise of Remedies by Bondowners. No Bondowner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in subsection (h) of **Section 1001** or of which by said subsection the Trustee is deemed to have notice, (b) such default shall have become an Event of Default, (c) the holders of 25% in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and shall have offered to the Trustee indemnity as provided in subsection (l) of **Section 1001**, and (d) the Trustee shall thereafter fail or refuse to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder it being understood and

intended that no one or more Bondowner shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the holders of all Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondowner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Bondowners at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Bondowners to Direct Proceedings.

(a) Anything in this Indenture to the contrary notwithstanding, the holders of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(I)** hereof.

(b) Notwithstanding any provision in this Indenture to the contrary, the Bondowners shall not have the right to control or direct any remedies hereunder in the Event of Default pursuant to **Section 12.1** of the Lease, unless such Event of Default arises solely by reason of non-payment of Basic Rent.

Section 908. Application of Moneys in Event of Default.

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee (including any attorneys fees and expenses) or the City or amounts to be paid pursuant to **Section 903** hereof, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied as follows:

(1) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST – To the payment to the Persons entitled thereto of all installments of interest, if any, then due and payable on the Bonds, in the order in which such installments of interest became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

SECOND – To the payment to the Persons entitled thereof of the unpaid principal of any of the Bonds which shall have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment, ratably, according to the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

(2) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of

interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Person entitled thereto, without any discrimination or privilege.

(3) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of **Section 910**, then, subject to the provisions of subsection (2) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the City and the Trustee and any other amounts required to be paid under this Indenture and the Lease have been paid, any balance remaining in the Bond Fund shall be paid to the Company as provided in **Section 606** hereof.

Section 909. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee, the City or to the Bondowners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee, the City or to the Bondowners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the City, the Company, the Trustee and the Bondowners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Trustee may in its discretion waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on Bonds, and shall do so upon the written request of the holders of more than 50% in aggregate principal amount of all the Bonds then Outstanding, provided, however, that (1) there shall not be waived without the consent of the City an Event of Default hereunder as a result of an event of default under **Section 12.1** of the Lease, unless such Event of Default arises solely by reason of non-payment of Basic Rent, and (2) there shall not be waived without the consent of the holders of all the Bonds Outstanding (a) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (b) any Event of Default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee and the City (including attorneys fees and expenses), in connection with such default, shall have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Company, the Trustee and the Bondowners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

ARTICLE X
THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default shall have occurred and be continuing, subject to **Section 1001(f)** below, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care, and the Trustee shall be entitled to act upon the opinion or advice of counsel, who may be counsel to the City or to the Company, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City and the Trustee.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or except as provided in the Lease and particularly **Section 10.8** thereof, for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (excluding the continuation of Uniform Commercial Code financing statements), or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII** hereof.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights which it would have if it were not Trustee. The Trustee shall not be accountable for the use or application by the City or the Company of the proceeds of any of the Bonds or of any money paid to or upon the order of the City or Company under any provision of this Indenture.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any Ordinance, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such

authority or consent is a Bondowner, shall be conclusive and binding upon all future holders of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Authorized City Representative or an Authorized Company Representative as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

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

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made in **Article VI** hereof, unless the Trustee shall be specifically notified in writing of such default by the City or by the holders of at least 25% in aggregate principal amount of all Bonds then Outstanding.

(i) Upon reasonable request and subject to the Company's reasonable and standard security procedures, the Trustee and its duly authorized agents and representatives shall have the right, but shall not be required, to inspect any and all of the Project, and all books, papers and records of the City and the Company pertaining to the Project and the Bonds, and to copy such non-confidential memoranda related thereto as may be desired. The Trustee shall treat all proprietary information of the Company as confidential.

(j) The Trustee shall not be required to give any bond or surety in respect to the execution of its trusts and powers hereunder or otherwise in respect of the Project.

(k) The Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Notwithstanding anything in the Indenture or the Lease to the contrary, before taking any action under this Indenture other than payments from moneys on deposit in the Construction Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its bad faith, negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee, shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

(n) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(o) The Trustee may inform any Bondowner of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and, in such event no fiduciary duty exists which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not been adequately indemnified.

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services and, in the event that it should become necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the bad faith, negligence or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease, the Company has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the City shall have no liability for any fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all fees, charges and expenses of the Trustee and any Paying Agent as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred. The Trustee's right to compensation and indemnification shall survive the satisfaction and discharge of this Indenture or its resignation or removal hereunder and payment in full of the Bonds.

Section 1003. Notice to Bondowners if Default Occurs. If a default occurs of which the Trustee is by subsection (h) of **Section 1001** hereof required to take notice or if notice of default be given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known holders of all Bonds then Outstanding as shown by the bond registration books required by **Section 206** to be kept at the corporate trust office of the Trustee.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of the Bondowners, the Trustee may intervene on behalf of Bondowners and, subject to the provisions of **Section 1001(l)** hereof, shall do so if requested in writing by the holders of at least 25% of the aggregate principal amount of Bonds then Outstanding.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Company, any corporation or association into which the Trustee may be merged or converted

or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 60 days' written notice to the City, the Company and, unless the Company is the sole Bondholder, the Bondowners, and such resignation shall take effect at the end of such 90 days, or upon the earlier appointment of a successor Trustee by the Bondowners or by the City.

Section 1007. Removal of Trustee. The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Company and signed by the holders of a majority in aggregate principal amount of Bonds then Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease shall have occurred and be continuing, delivered to the Trustee, the City and the Bondowners and signed by the Company.

Section 1008. Appointment of Successor Trustee. In case the Trustee hereunder shall resign or be removed, or shall otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Company (so long as no Event of Default shall have occurred and be continuing), or (b) if an Event of Default shall have occurred and be continuing, reasonably acceptable to the City may be appointed by the holders of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy, the City, by an instrument executed and signed by its Mayor and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trust having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than \$50,000,000. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided, the Trustee, at the Company's expense, or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as above provided

Section 1009. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor, and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, and upon the payment of the fees and expenses owed the predecessor Trustee, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. In case any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment or governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Bondowners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the holders of at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May be Vested in Co-trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including the State of Missouri) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular in case of the enforcement of either on default or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) In the event that the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall be subject to the approval of the Company), each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year to the City, the Company and to any Bondowner requesting the same and, upon the request of the Company or the Bondowner, a monthly accounting to the Company and the Bondowner, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Performance of Duties Under the Lease. The Trustee hereby accepts and agrees to perform all duties and obligations assigned to it under the Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Bondowners. The City and the Trustee may from time to time, without the consent of or notice to any of the Bondowners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change not materially adverse to the security for the Bondowners;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondowners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondowners or the Trustee or either of them;
- (c) To more precisely identify the Project or the Project Site or to add additional property thereto;
- (d) To conform the Indenture to amendments to the Lease made by the City and the Company;
- (e) To subject to this Indenture additional revenues, properties or collateral; or
- (f) To issue Additional Bonds as provided in **Section 209** hereof.

Section 1102. Supplemental Indentures Requiring Consent of Bondowners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** hereof and subject to the terms and provisions contained in this Section, and not otherwise, the holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or the interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds the Bondowners of which are required for consent to any such Supplemental Indenture.

(b) If at the time the City shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Bondowner as shown on the bond registration books required by **Section 206** hereof. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Bondowners. If within 60 days or such longer period as may be prescribed by the City following the mailing and final publication of such notice, the holders of not less than a majority in

aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Company's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article which affects any rights of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such Supplemental Indenture, provided that receipt by the Trustee of a Supplemental Lease executed by the Company in connection with the issuance of Additional Bonds under **Section 209** hereof shall be deemed to be the consent of the Company to the execution of a Supplemental Indenture pursuant to **Section 209** hereof, respectively. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such Supplemental Indenture (other than a Supplemental Indenture proposed to be executed and delivered pursuant to **Section 209** hereof) together with a copy of the proposed Supplemental Indenture to be mailed to the Company at least 15 days prior to the proposed date of execution and delivery of any such Supplemental Indenture.

Section 1104. Opinion of Counsel. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the City may request, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the City. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Bondowners. The City and the Trustee shall, without the consent of or notice to the Bondowners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Company as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project or add additional property thereto, (d) in connection with the issuance of Additional Bonds under **Section 209** hereof, or (e) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Bondowners.

Section 1202. Supplemental Leases Requiring Consent of Bondowners. Except for Supplemental Leases as provided for in **Section 1201** hereof, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Company without the mailing of notice and the obtaining of the written approval or consent of the holders of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102** hereof. If at any time the City and the Company shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** hereof with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the corporate trust office of the Trustee for inspection by all Bondowners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the holders of not less than 50% in aggregate principal amount of the Bonds

Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1203. Opinion of Counsel. In executing or consenting to any Supplemental Lease permitted by this Article, the City and the Trustee may request, and shall be fully protected in relying upon, an opinion of counsel addressed to the Trustee and the City stating that the executing of such Supplemental Lease is authorized or permitted by the Lease and this Indenture and applicable law and will upon the execution and delivery thereof be valid and binding obligations of the parties thereof. In any instance in which the Trustee may be required to determine that a change made by a Supplemental Lease is not materially adverse to the security for the Bondowners, prior to consenting to such Supplemental Lease, the Trustee shall be entitled to require that there be delivered to it an Opinion of Counsel to the effect that such Supplemental Lease is not materially adverse to the security for the Bondowners. The Trustee shall be fully protected and shall incur no liability in relying upon such Opinion of Counsel in making such determination.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds shall have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302** hereof, and provision shall also be made for paying all other sums payable hereunder and under the Lease (including the reasonable fees and expenses of the Trustee, the City and Paying Agent) to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void, and thereupon the Trustee shall cancel, discharge and release this Indenture and shall, upon the written request of the City or the Company, execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Company under **Section 606** hereof and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds then Outstanding has been paid or such payment provided for in accordance with **Section 1302** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) shall have been made or caused to be made in accordance with the terms thereof, or (2) shall have been provided for by depositing with the Trustee or other commercial bank or trust company having full trust powers and authorized to accept trusts

in the State of Missouri in trust and irrevocably set aside exclusively for such payment (i) moneys sufficient to make such payment or (ii) Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, or (3) have been provided for by surrendering the Bonds to the Trustee for cancellation. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed prior to their respective stated maturities, proper notice of such redemption shall have been given in accordance with **Article III** of this Indenture or irrevocable instructions shall have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds shall be applied to and used solely for the payment of the particular Bonds, with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Bondowners.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond), if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(1) The fact and date of the execution by any person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgements within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(2) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee pursuant to **Section 206** hereof.

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Bondowners, if any, any right, remedy or claim under or in respect to this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Bondowners, as herein provided.

Section 1403. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Company or Bondowners if the same shall be duly mailed by registered or certified mail addressed:

- (a) To the City: City of Belton, Missouri
City Hall
506 Main Street
Belton, Missouri 64012
ATTN: City Attorney
 - (b) To the Trustee: UMB Bank, N.A.
1010 Grand Blvd., 4th Floor
Kansas City, MO 64106
ATTN: Corporate Trust Department
 - (c) To the Company: Salina Hotel Corporation
6516 W, 106th Street
Overland Park, Kansas 66212
ATTN: Shamir Bhakta
- With a copy to: Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, Missouri 64112
ATTN: Charles G. Renner

(d) To the Bondowners if the same shall be duly mailed by first class, registered or certified mail addressed to each Bondowner at the time Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed. All notices given by overnight delivery or other delivery service shall be deemed fully given as of the date when received. All notices given by facsimile shall be deemed fully given as of the date when received. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Trustee to the other shall also be given to the Company. The City, the Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1404. Severability. If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 1405. Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1406. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 1407. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, City of Belton, Missouri, has caused this Indenture to be signed in its name and behalf by its Mayor and attested by its City Clerk, and to evidence its acceptance of the trusts hereby created, UMB Bank, N.A. has caused this Indenture to be signed in its name and behalf and attested by its duly authorized officers, all as of the date first above written.

CITY OF BELTON, MISSOURI

(SEAL)

By _____
Name: Jeff Davis
Title: Mayor

ATTEST:

By _____
Name: Patti Ledford
Title: City Clerk

Trust Indenture - Salina Hotel Corporation Project

UMB BANK, N.A.,
as Trustee

(SEAL)

By _____
Name:
Title:

ATTEST:

By _____
Name:
Title:

Trust Indenture - Salina Hotel Corporation Project

EXHIBIT A

PROJECT

The proposed Project consists of the purchasing, designing, constructing and installing of an approximately 83 room hotel (the "Building") located on approximately 5.8 acres of land (the "Project Site") for use as a commercial project (as that term is defined in the Act). The Building and Project Site are generally located at the northeast quadrant of the intersection of East North Avenue and Mullen Road in the City.

EXHIBIT B

PROJECT SITE

[TO BE INSERTED]

EXHIBIT C

FORM OF REPRESENTATION LETTER

City of Belton, Missouri
City Hall
506 Main Street
Belton, Missouri 64012
ATTN: City Manager

UMB Bank, N.A.
1010 Grand Blvd., 4th Floor
Kansas City, MO 64106
ATTN: Corporate Trust Department

Re: \$7,746,700 Aggregate Maximum Principal Amount of Taxable Industrial Revenue Bonds (Salina Hotel Corporation Project), Series 2017 of the City of Belton, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced Bonds (the "**Bonds**"), the undersigned purchaser of the Bonds hereby represents, warrants and agrees as follows:

1. The undersigned purchaser fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of October 1, 2017 (the "**Indenture**," and terms capitalized but not otherwise defined herein have the meanings ascribed thereto in the Indenture), between the City of Belton, Missouri (the "**City**") and UMB Bank, N.A., as trustee (the "**Trustee**"), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project to Salina Hotel Corporation (the "**Company**"), under a Lease Agreement dated as of October 1, 2017 (the "**Lease**"), between the City and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

2. The undersigned purchaser understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

3. The undersigned purchaser agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and upon receipt of any required opinion of counsel acceptable to the City, the Trustee and the Company that all registration and disclosure requirements of the Securities and Exchange Commission and all other appropriate federal and Missouri securities laws and the securities law of any other applicable state are complied with.

4. The Company has (a) furnished to the undersigned purchaser such information about itself as the undersigned deems necessary in order for it to make an informed investment decision with

respect to the purchase of the Bonds, (b) made available to the undersigned, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

5. The undersigned purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks of the Bonds. The undersigned believes that the Bonds which it is acquiring is a security of the kind that it wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

6. The undersigned is fully aware of and satisfied with (i) the current status of the title to the Project and any issues related thereto and (ii) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

7. The undersigned understands and agrees that the interest on the Bonds is subject to federal and state income taxation.

Dated: _____

[PURCHASER OF BONDS]

By: _____
Name: _____
Title: _____

EXHIBIT D

FORM OF BOND

This Bond has not been registered under the Securities Act of 1933, as amended, or any state securities laws, and this Bond may not be transferred unless the City, the Company and the Trustee are furnished a written legal opinion from counsel acceptable to the City, the Company and the Trustee, to the effect that such transfer is exempt from the registration requirements of the Securities Act of 1933, as amended, and any applicable state securities laws. This Bond may be transferred to any successor to Salina Hotel Corporation or any Person controlling, controlled by or under common control with Salina Hotel Corporation, without the necessity of obtaining such an opinion. In connection with any such transfer of this Bond, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form set forth on **Exhibit C** to the herein described Indenture. THIS BOND OR ANY PORTION HEREOF MAY BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR NEGOTIATED ONLY AS PROVIDED IN THE HEREIN DESCRIBED INDENTURE.

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**CITY OF BELTON, MISSOURI
TAXABLE INDUSTRIAL REVENUE BOND
(SALINA HOTEL CORPORATION PROJECT)
SERIES 2017**

THE CITY OF BELTON, MISSOURI, a constitutionally chartered city and political subdivision organized and existing under the laws of the State of Missouri (the "City"), for value received, promises to pay, but solely from the source hereinafter referred to, to

SALINA HOTEL CORPORATION

or registered assigns, on December 1, 2019 (the "Maturity Date"), the principal amount of not to exceed

_____ DOLLARS

or such lesser amount as may be outstanding hereunder as reflected on the Table of Cumulative Outstanding Principal Amount attached hereto and recorded as provided in the Trust Indenture dated as of October 1, 2017 (the "**Indenture**," and capitalized terms not defined herein have the meanings ascribed to them in the Indenture), between the City and UMB Bank, N.A., as Trustee (the "**Trustee**"). The registered owner shall note the principal amount outstanding hereunder in the Table of Cumulative Outstanding Principal Amount attached hereto (the "**Table**"), provided, however, that the records maintained by the Trustee shall be the official record of the Cumulative Outstanding Principal Amount of this Bond. The City agrees to pay such principal amount to the registered owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the registered owner hereof, either by check or draft mailed to the registered owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by electronic transfer to an account in a commercial bank or savings institution located in the continental United States, interest on the Cumulative Outstanding Principal Amount at the rate of 5.0% per annum payable in arrears on each December 1,

beginning December 1, 2017. Interest shall be computed on the basis of a year of 360 days consisting of 12 months of 30 days each. Principal on this Bond shall be payable in full on the Maturity Date, together with the accrued interest thereon.

The registered owner may from time to time enter the respective amounts deposited into the Construction Fund pursuant to the terms of the Indenture under the column headed "Principal Amount Issued" on the Table and may enter the aggregate principal amount of this Bond then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the registered owner hereof pursuant to the redemption provisions of the Indenture, the registered owner may enter the principal amount paid on this Bond under the column headed "Principal Amount Paid Pursuant to Optional Redemption Provisions" on the Table and may enter the then outstanding principal amount of this Bond under the column headed "Cumulative Outstanding Principal Amount" on the Table. However, the records maintained by the Trustee as to the principal amount issued or principal amounts paid on this Bond shall be the official records of the Cumulative Outstanding Principal Amount for all purposes.

THIS BOND is a duly authorized Bond of the City designated "City of Belton, Missouri Taxable Industrial Revenue Bonds (Salina Hotel Corporation Project), Series 2017," in the maximum aggregate principal amount of \$7,746,700, to be issued for the purpose of providing funds to pay the cost of purchasing and constructing the Project, to be leased to the Company under the terms of the Lease, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations and Constitution and statutes of the State of Missouri, including the Act, and pursuant to proceedings duly had by the governing body of the City.

THIS BOND is issued under and is equally and ratably secured and entitled to the protection given by the Indenture. Subject to the terms and conditions set forth therein, the Indenture permits the City to issue Additional Bonds secured on parity with this Bond. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Bondowners, and the terms upon which the Bonds are issued and secured.

THIS BOND shall be subject to redemption and payment as provided in the Indenture. In the event the Bond is to be called for redemption, the Company shall deliver written notice to the City and the Trustee and the Trustee shall deliver written notice to the owner of this Bond at the times and in the manners described in the Indenture.

THE BOND, including interest thereon, is a special obligation of the City and is payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease of the Project and not from any other fund or source of the City, and is secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bond does not constitute a general obligation of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Bond shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and is not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bond is to be paid by the Company directly to the Trustee for the account of the City and deposited in a special account created by the City and designated the "City of Belton, Missouri, Taxable Industrial Revenue Bonds Fund -- Salina Hotel Corporation Project."

THE OWNER of this Bond shall have no right to enforce the provision of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the registered owner hereof in person or by such person's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or such person's duly authorized attorney, and thereupon a new fully registered Bond or Bonds, without coupons, and in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THIS BOND is issuable in the form of one fully registered Bond without coupons in the maximum principal denomination of \$7,746,700. THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

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

IN WITNESS WHEREOF, the City of Belton, Missouri, has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated as of _____, 2017.

CITY OF BELTON, MISSOURI

(SEAL)

By _____
Mayor

ATTEST:

By _____
City Clerk

(FORM OF ASSIGNMENT)
(NOTE RESTRICTIONS ON TRANSFERS)

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

Print or Typewrite Name, Address and Social Security or
other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ agent to transfer the within Bond on the books kept by the Trustee for
the registration and transfer of Bonds, with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

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

By _____
Title: _____

**CITY OF BELTON, MISSOURI,
As Lessor,**

AND

**SALINA HOTEL CORPORATION
As Lessee**

LEASE AGREEMENT

Dated as of October 1, 2017

Relating to:

**\$7,746,700
(Aggregate Maximum Principal Amount)
City of Belton, Missouri
Taxable Industrial Revenue Bonds
(Fairfield Inn & Suites Project)
Series 2017**

The interests of the City of Belton, Missouri (the "City"), in this Lease Agreement, with certain exceptions, has been pledged and assigned to UMB Bank, N.A., as Trustee under the Trust Indenture dated as of October 1, 2017, between the City and the Trustee.

LEASE AGREEMENT
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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of October 1, 2017 (this “**Lease**”), between the **CITY OF BELTON, MISSOURI**, a constitutionally chartered city and political subdivision organized and existing under the laws of the State of Missouri (the “**City**”), as lessor, and **SALINA HOTEL CORPORATION**, a Kansas corporation (the “**Company**”), as lessee;

WITNESSETH:

WHEREAS, the City is authorized under Sections 100.010 through 100.200 of the Revised Statutes of Missouri and Article VI, Section 27(b) of the Missouri Constitution (collectively, the “**Act**”), to issue revenue bonds to provide funds for the carrying out of a project under the Act and to sell, lease or mortgage to private persons, partnerships or corporations the facilities purchased, constructed or extended by the City for manufacturing, commercial, warehousing and industrial development purposes pursuant to the Act; and

WHEREAS, pursuant to the Act, the City Council of the City has adopted Ordinance No. _____ on _____, 2017 authorizing the City to issue its Taxable Industrial Revenue Bonds (Fairfield Inn & Suites Project), Series 2017, in the aggregate maximum principal amount of \$7,746,700 (the “**Bonds**”), for the purpose of purchasing and constructing the project described on **Exhibit A** hereto (the “**Project**”) located on the real estate described on **Exhibit B** hereto (the “**Project Site**”), and authorizing the City to lease the Project to the Company;

WHEREAS, pursuant to the Ordinance, the City is authorized to execute and deliver a Trust Indenture of even date herewith (the “**Indenture**”), with UMB Bank, N.A., as Trustee (the “**Trustee**”), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease with the Company under which the City will purchase and construct the Project and will lease the Project to the Company in consideration of rental payments by the Company which will be sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth;

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

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Words and terms defined in **Section 101** of the Indenture are incorporated herein by reference unless otherwise defined below, in which case the words and terms below shall have the following meanings:

“**Additional Rent**” means the additional rental described in **Sections 5.2** of this Lease.

“Assessments” has the meaning set forth in **Section 10.9(c)** of this Lease.

“Basic Rent” means the rental described in **Section 5.1** of this Lease.

“CID” means the Fairfield Inn Community Improvement District, established and operated in accordance with the CID Act.

“CID Act” means the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri.

“CID Improvements” means those improvements described in the Petition to Establish the Fairfield Inn Community Improvement District submitted to the City, along with any other improvements that may be approved by the City and the District in accordance with the said petition and the CID Act.

“CID Sales Tax” means a sales tax of one percent on all retail sales within the CID which will be levied by the CID pursuant to the CID Act.

“CID Sales Tax Revenues” means the monies actually collected from the imposition of the CID Sales Tax.

“City” has the meaning set forth in the introductory paragraph of this Lease.

“Company” has the meaning set forth in the introductory paragraph of this Lease.

“Contractor” means the contractor(s) for the Project selected by the Company, and its successors and assigns.

“Environmental Laws” has the meaning set forth in **Section 10.9(a)** of this Lease.

“Environmental Notices” has the meaning set forth in **Section 10.9(d)** of this Lease.

“Event of Default” has the meaning set forth in **Section 12.1** of this Lease.

“Full Insurable Value” means the reasonable replacement cost of the Project less physical depreciation and exclusive of land, excavations, footings, foundation and parking lots as determined in accordance with **Section 7.2(a)** hereof.

“Hazardous Substances” has the meaning set forth in **Section 10.9(a)** of this Lease.

“Indenture” has the meaning set forth in the recitals of this Lease.

“Lease” has the meaning set forth in the introductory paragraph of this agreement.

“Leasehold Mortgage” means any leasehold mortgage, leasehold deed of trust, assignment of rents and leases, security agreement or other agreement relating to the Project permitted pursuant to the provisions of **Section 10.4** hereof.

“Lease Term” means the period from the effective date of this Lease until the expiration thereof pursuant to **Section 3.2** of this Lease.

“Net Proceeds” means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorneys’ fees, trustee’s fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

“Permitted Encumbrances” means, as of any particular time (a) liens for ad valorem taxes and special assessments not then delinquent, (b) the Indenture, (c) this Lease, (d) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the City, (e) such minor defects, irregularities, encumbrances, easements, mechanic’s liens, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project and as do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the City, (f) any other liens, encumbrances, leases, easements, restrictions or covenants consented to in writing by the owner of 100% of the principal amount of the Bonds, (g) any encumbrances to the title of the Project, Project Site or any portion thereof which are described in the title report required by **Section 7.1** herein, and (h) liens or security interests granted pursuant to any Financing Documents.

“Plans and Specifications” means the plans and specifications prepared for and showing the Project, as amended by the Company from time to time prior to the Completion Date, the same being on file at an office of the Company and which shall be available for reasonable inspection during normal business hours and upon not less than three business days’ prior written notice by the City, the Trustee and their duly appointed representatives.

“Project” has the meaning set forth in the recitals of this Lease.

“Project Costs” has the meaning set forth in **Section 4.4** of this Lease.

“Project Improvements” means the buildings, structures, improvements and fixtures used to operate the Project in accordance with its intended purposes, all of which will be located on or otherwise attached or fixed to the Project Site, as constructed or acquired pursuant to **Article IV** of the Lease and paid for in whole or in part from moneys in the Construction Fund, and all additions, alterations, modifications and improvements thereof made pursuant to the Lease.

“Project Site” has the meaning set forth in the recitals of this Lease.

“Public Improvement Costs” means all actual and reasonable costs and expenses which are incurred by or at the direction of the CID with respect to construction of the CID Improvements, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and materialmen in connection with the construction contracts awarded in connection with the CID Improvements that are constructed or undertaken, plus all actual and reasonable costs to plan, finance, develop, design and acquire the CID Improvements, including but not limited to the following:

A. actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, financing, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in

relation to the construction of the CID Improvements and all actual and reasonable costs for the oversight of the completion of the CID Improvements including overhead expenses for administration, supervision and inspection incurred in connection with the CID Improvements; and

B. all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the CID Improvements and which may lawfully be paid or incurred by the CID under the CID Act.

“Remedies Notices” has the meaning set forth in **Section 11.1** of this Lease.

“Reports” has the meaning set forth in **Section 10.9(c)** of this Lease.

“Trustee” has the meaning set forth in the recitals of this Lease.

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, (i) words importing the singular number shall include the plural, and *vice versa*, (ii) words importing persons shall include firms, associations and corporations, including governmental entities, as well as natural persons, (iii) references to any person shall be construed to include that person’s successors and assigns, (iv) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, and (v) any definition or reference to any law, agreement, instrument or other document shall be construed as referring to such law, agreement, instrument or document as from time to time amended, supplemented or otherwise modified.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated “Articles,” “Sections,” “Exhibits” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections, Exhibits and subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Lease as a whole and not to any particular Article, Section, Exhibit or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a constitutionally chartered city and political subdivision duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of its City Council, the City has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers.

(b) The City has acquired the Project Site, subject to Permitted Encumbrances, and proposes to purchase and construct (or cause to be purchased and constructed) thereon the Project on the Project Site. The City proposes to lease the Project to the Company and sell the Project to the Company if the Company exercises its option to purchase the Project, all for the purpose of furthering the public purposes of the Act, and the governing body of the City has found and determined that the purchase and construction of the Project will further the public purposes of the Act.

(c) To finance the costs of the Project, the City proposes to issue the Series 2017 Bond scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture.

(d) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, consisting of all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to this Lease.

(e) The City will not mortgage, grant any interest in or otherwise encumber the Project other than this Lease or pledge the revenues derived therefrom for any bonds or other obligations other than the Bonds except with the written consent of the Authorized Company Representative or, if the Company or any Person controlling, controlled by or under common control with the Company is not the owner of the Bonds, the owners of 100% of the principal amount of the Bonds.

(f) The City shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof except subsequent to an Event of Default hereunder.

(g) The purchase and construction of the Project and the leasing of the Project by the City to the Company will further the public purposes of the Act.

(h) No member of the City Council of the City or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby.

(i) The Project is located in the City and will generate jobs from the construction and operation of the Project within the City.

(j) To the best knowledge of the City, the execution, delivery and performance by the City of this Lease will not conflict with or create a material breach of or a material default under any law, rule, regulation or ordinance applicable to the City, or any agreement to which the City is a party or by which it is bound, and there is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body, pending or, to the City's knowledge, threatened against the City which seeks to or does restrain or

enjoin the issuance or delivery of the Bonds or the execution and delivery of this Lease or in any matter questions the validity or enforceability of the Bonds or this Lease.

Section 2.2. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a Kansas corporation, validly existing and in good standing under the laws of the State of Kansas and is authorized to conduct business in the State of Missouri.

(b) The Company has lawful power and authority to enter into this Lease and to carry out its obligations hereunder and the Company has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives.

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease by the Company will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restrictions or any agreement or instrument to which the Company is a party or by which it or any of its property is bound, or the Company's organizational documents or bylaws, or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or constitute a default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party, in each case, except where such breach, conflict or default would not adversely effect in any material way the rights and obligations of the parties hereto or the rights of the City, the Trustee or the Bondowners under the Indenture.

(d) To the best knowledge of the Company, the design of the Project is in accordance with sound engineering principles, and the estimated costs of the Project were prepared using reasonable assumptions.

(e) To the Company's knowledge, the Project (as currently designed and planned) will comply in all material respects with all presently applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.

(f) No litigation, proceedings or investigations are pending or, to the knowledge of the Company, threatened against the Company at law or in equity before any court, tribunal, governmental authority or arbitration board seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of the Bonds, the Indenture or this Lease, or any other financing documents relating to the Project to which the Company is a party (the "Financing Documents"), or which challenges the existence or powers of the Company to enter into and carry out the transactions contemplated by this Lease or the Financing Documents, or wherein an unfavorable determination could materially and adversely affect the validity or enforceability of the Bonds, this Lease, or the Financing Documents or its ability to perform its obligations thereunder.

(g) The Company has obtained or will obtain all requisite approvals of federal, state and local governmental bodies necessary for the acquisition and construction of the Project.

(h) No litigation, proceedings or investigations are pending or, to the knowledge of the Company, threatened against the Company, except litigation involving claims, the probable recoveries in

which and the estimated costs and expenses of defense of which (1) will be entirely within the Company's applicable insurance policy limits (subject to applicable deductibles) or are not in excess of the total of the available reserves held under the Company's applicable self-insurance program, or (2) if adversely determined, will not materially and adversely affect the financial condition or operations of the Company.

(i) To the knowledge of the Company, the Company is, in all material respects, in compliance with all federal, state and local environmental laws, ordinances, regulations and rulings (collectively, "Environmental Laws") with respect to its operations on the Project Site; the Company has received no notice of any alleged violation of any Environmental Laws at the Project Site; and the Company will, in its operations on the Project Site, continue to comply, in all material respects, with all Environmental Laws.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Conveyance of the Project Site; Granting of Leasehold Estate. The City hereby rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances, for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease shall become effective upon its delivery, and subject to sooner termination pursuant to the provisions of this Lease, shall have an initial term commencing as of the date of this Lease and terminating on December 31, 2019.

Section 3.3. Possession and Use of the Project.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2** following the occurrence and continuance of an Event of Default, the Company shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3** hereof) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than pursuant to **Article XII** of this Lease, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Project and will defend the Company's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the Company shall have the right to use the Project for any lawful purpose contemplated by the Act. The Company shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII** hereof. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this

Section. Notwithstanding any provision contained in this Section, however, the Company shall have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

ARTICLE IV

PURCHASE AND CONSTRUCTION OF THE PROJECT

Section 4.1. Issuance of the Bonds.

(a) In order to provide funds for the payment of Project Costs, the City agrees that it will issue, sell and cause to be delivered to the Purchaser thereof the Series 2017 Bond in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Series 2017 Bond, when received, shall be paid over to the Trustee for the account of the City. The Trustee shall promptly deposit such proceeds, when received, as provided in the Indenture, to be used and applied as hereinafter provided in this Lease Agreement and in the Indenture.

(b) The City may authorize the issuance of Additional Bonds from time to time upon the terms and conditions provides in **Section 209** of the Indenture.

(c) If the City is not in default hereunder, the City will, at the request of the Company, from time to time, use its best efforts to issue the amount of Additional Bonds specified by the Company; *provided* that the terms of such Additional Bonds, the purchase price to be paid therefor and the manner in which the proceeds therefrom are to be disbursed shall have been approved in writing by the Company; *provided further* that the Company and the City shall have entered into an amendment to this Lease to provide for rent in an amount at least sufficient to pay principal and interest on the Additional Bonds when due, and to provide for such payments in lieu of taxes as may be agreed upon by the City and the Company, and the City shall have otherwise complied with the provisions of the Indenture with respect to the issuance of such Additional Bonds.

Section 4.2. Purchase and Construction of the Project. The City and the Company agree that the Company, as the agent of the City, shall but solely from the Construction Fund, purchase and construct the Project as follows:

(a) The City will acquire the Project Site at the execution hereof. Concurrently with the execution of this Lease (i) a deed and any other necessary instruments of transfer will be delivered to the City and placed of record, and (ii) the commitment for title insurance or ownership and encumbrance report required by **Article VII** hereof will be delivered to the City and the Trustee.

(b) The City shall have the right to approve the Plans and Specifications for the Project. The Company will, on behalf of the City, purchase and construct the Project on the Project Site and otherwise improve the Project Site in substantial compliance with the approved Plans and Specifications. The Company may make minor changes in and to the construction contracts and the Plans and Specifications incorporated therein, but major changes shall be made only with the approval of the City, which approval will not be unreasonably withheld. The Company agrees that, based on the Plans and Specifications existing currently, the aforesaid construction and improvement will, with such changes and additions as may

be made hereunder, result in a Project suitable for use by the Company for its purposes, and that all real and personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project.

(c) The Project only includes the Project Site and real estate improvements located thereon. No equipment of the Company will be part of the property financed with the proceeds of the Bonds or will be owned by the City.

(d) The Company agrees that it will use its commercially reasonable efforts to cause the purchase and construction of the Project to be completed as soon as practicable. In the event such purchase and construction commences prior to the receipt of proceeds from the sale of the Bonds, the Company agrees to advance all funds necessary for such purpose.

(e) The Company will comply with the provisions of Section 107.170 of the Revised Statutes of Missouri, as amended, to the extent applicable to the construction and installation of the Project.

Section 4.3. Failure of the Company. Upon failure of the Company to construct the Project in substantial compliance with the approved Plans and Specifications, with such changes and additions as may be made hereunder, or the failure of the Company to operate the Project under the brand name of Fairfield Inn & Suites at any time during the seven (7) year period beginning on the date of the initial occupancy of the Project, and continuance of such failure for sixty (60) days after the City has given written notice to the Company specifying such failure (or such longer period as shall be reasonably required to cure such default; provided that the Company (i) has commenced such cure within said 60-day period, and (ii) diligently prosecutes such cure to completion), the Company shall cease receiving reimbursement of Public Improvement Costs from CID Sales Tax Revenues and the CID shall be terminated in accordance with the CID Act. It is the intent of the Parties that the CID Sales Tax be terminated concurrently with the termination of the CID. The Company shall cooperate with the City in terminating the CID and the CID Sales Tax if such termination is required under this Section.

Section 4.4. Project Costs. The City hereby agrees to pay for, but solely from the Construction Fund or other funds provided by the Company, and hereby authorizes and directs the Trustee to pay for, but solely from the Construction Fund, all costs of the Project ("Project Costs") upon receipt by the Trustee of a certificate pursuant to **Section 4.5** hereof.

Section 4.5. Payment for Project Costs. All Project Costs as specified in **Section 4.4** hereof shall be paid by the Trustee from the Construction Fund, and the City hereby authorizes and directs the Trustee to make disbursements from the Construction Fund, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit C**, signed by an Authorized Company Representative:

(a) requesting payment of a specified amount of such funds and directing to whom such amount shall be paid (whose name and address shall be stated);

(b) describing each item of Project Costs for which payment is being requested;

(c) stating that each item for which payment is requested is or was desirable and appropriate in connection with the purchase and construction of the Project, has been properly incurred and is a proper charge against the Construction Fund, that the amount requested either has

been paid by the Company, or is justly due, and has not been the basis of any previous requisition from the Construction Fund; and

(d) stating that, except for the amounts, if any, stated in said certificate, to the best of his knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase and construction of the Project which might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or other similar lien upon the Project or any part thereof.

The Trustee may rely conclusively on any such certificate and shall not be required to make any independent inspection or investigation in connection therewith. The approval of any requisition certificate by the Authorized Company Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed. Unless otherwise approved by the owners of the majority of the Bonds Outstanding, the Trustee shall not process more than one requisition in any calendar month, provided that the initial and final requisitions shall not be counted for purposes of this sentence.

Section 4.6. Establishment of Completion Date. The Completion Date shall be evidenced to the Trustee by a certificate signed by the Authorized Company Representative stating (a) that the purchase and construction of the Project has been completed in substantial compliance with the Plans and Specifications in all material respects and the date thereof, and (b) that all costs and expenses incurred in the purchase and construction of the Project have been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by the Company. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. The Company and the City agree to cooperate in causing such certificate to be furnished to the Trustee.

Section 4.7. Surplus or Deficiency in Construction Fund.

(a) Upon receipt of the certificate described in **Section 4.5** hereof, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Construction Fund to the Bond Fund to be applied as directed by the Company solely to (i) the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (ii) at the option of the Company, to the purchase of Bonds at such earlier date or dates as the Company may elect.

(b) If the Construction Fund shall be insufficient to pay fully all Project Costs and to complete the Project free of liens and encumbrances other than Permitted Encumbrances, the Company shall pay, in cash, the full amount of any such deficiency by making payments thereof directly to the contractors and to the suppliers of materials and services as the same shall become due in accordance with the applicable contracts entered into with such contractors and suppliers, and the Company shall save and hold harmless the City and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 4.8. Project Property of City. The Project Site and the real estate improvements thereon at the execution hereof and which the Company conveys to the City, all work and materials on the Project improvements as such work progresses, and all additions or enlargements thereto or thereof, the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when

erected or constructed become the property of the City, subject only to this Lease, the Indenture, the Leasehold Mortgage, if any, and any other Permitted Encumbrances.

Section 4.9. Non-Project Improvements, Machinery and Equipment Property of the Company. Any improvements or any item of machinery or equipment which do not constitute part of the Project and the entire purchase price of which is paid for by the Company with the Company's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Construction Fund, shall be the property of the Company, respectively, and shall not constitute a part of the Project for purposes of **Section 6.4**.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during this Lease Term, for deposit in the Bond Fund, on or before 11:00 a.m., Trustee's local time, on the appropriate dates and in the appropriate amounts, the principal of and the interest on the Bonds in accordance with the provisions of the Indenture and the Bonds, as Basic Rent for the Project, in an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal on the Bonds and the interest thereon on such payment date, shall be equal to the amount payable on such payment date as principal of the Bonds and the interest thereon as provided in the Indenture. All payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture. At its option, the Company may deliver to the Trustee for cancellation Bonds not previously paid and the Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 5.2. Additional Rent. The Company shall pay the following as Additional Rent:

(a) as a payment in lieu of taxes, the Company shall pay, by December 31 of each year, an amount equal to 100% of the real property taxes that would be due for such year on the Project and the Project Site were it not for the City's ownership of the Project and the Project Site; and

(b) within 30 days after receiving an itemized invoice therefor, the Company shall pay the following amounts to the Trustee:

(1) all fees, charges and expenses for which the Company is required to reimburse the City, the Trustee and the Paying Agent incurred under the terms of the Indenture or this Lease, as and when the same become due;

(2) all costs incident to the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all Outstanding Bonds;

(3) all fees, charges and expenses reasonably incurred in connection with the reasonable and necessary enforcement of any rights under this Lease or the Indenture by the City, the Trustee or the Bondowners, including counsel fees and expenses; provided, however, that the Company shall not be obligated to pay such fees, charges or expenses as may be incurred by the

City or the Trustee solely as a result of the negligence or willful misconduct of the City, the Trustee, or both;

(4) an amount sufficient to reimburse the City for extraordinary expenses reasonably incurred by the City hereunder in connection with the performance of its obligations under this Lease or the Indenture;

(5) all other payments of whatever nature which Company has agreed to pay or assume under the provisions of this Lease.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project shall have been started or completed, or whether the City's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City; provided, however, that nothing in this **Section 5.3(a)** or **(b)** is intended or shall be deemed to affect or impair in any way the rights of the Company to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4** of this Lease, nor the right of the Company to terminate this Lease by purchasing the Project pursuant to **Article XI** of this Lease.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Bondowners, the Trustee and the City. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

Section 5.4. Prepayment of Basic Rent. The Company may at any time and from time to time prepay all or any part of the Basic Rent provided for hereunder. During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall be entitled to credit such amount against payments of Basic Rent or Additional Rent under the provisions of this Lease.

At its option, the Company may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company as Basic Rent or Additional Rent, as the case may be, for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

Section 5.5. Redemption of Bonds. The City and the Trustee, at the written direction of the Company, at any time the aggregate moneys in the Bond Fund are sufficient for such purposes, shall (a) if the same are then redeemable under the provisions of **Article III** of the Indenture, take all steps that may be necessary under the applicable redemption provisions of the Indenture to effect the redemption of all or such part of the then outstanding Bonds as may be specified by the Company, on such redemption date as may be specified by the Company, or (b) cause such moneys in the Bond Fund or such part thereof as the Company shall direct, to be applied by the Trustee for the purchase of Bonds in the open market for the purpose of cancellation at prices not exceeding the principal amount thereof, or (c) a combination of (a) and (b) as provided in such direction. At its option, the Company may deliver to the Trustee for redemption Bonds not previously paid and the Company shall receive a credit against the Basic Rent or other amounts payable by the Company for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for redemption plus accrued interest.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Company shall, at its own expense, keep or cause to be kept the Project in reasonably safe operating condition and in good repair, reasonable wear, tear, depreciation and obsolescence excepted, making from time to time all repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Company shall, if applicable, at all times remain in material compliance with all applicable provisions of local government codes and ordinances relating to maintenance and appearance of the Project.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Company shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed thereon, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's title to the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company shall have the right, in its own name or in the City's name, to contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to

bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (i) the Company, before instituting any such contest, gives the City written notice of its intention so to do, (ii) the Company diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (iii) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City from any costs and expenses the City may incur related to any of the above.

Section 6.3. Utilities. All utilities and utility services used by the Company in, on or about the Project shall be paid by the Company and shall be contracted by the Company in the Company's own name, and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.4. Property Tax Exemption; Sales Tax Exemption.

(a) The City and the Company expect that while the Project is owned by the City and is subject to the Lease, the Project will be exempt from all *ad valorem* real property taxes by reason of such ownership, and the City agrees that it will (at the expense of the Company) cooperate with the Company to defend such exemption against all parties.

(b) The City will provide to the Company a sales tax exemption certificate to allow for the construction materials purchased for the Project to be exempt from sales taxes. The Company shall not use the sales tax exemption certificate for the purchase of any property other than construction materials.

ARTICLE VII

INSURANCE

Section 7.1. Title Report. The Company will provide to the City and the Trustee, at the Company's expense, from a title insurance company duly qualified to issue such report in the State of Missouri, an ownership and encumbrance title report relating to the Project Site.

Section 7.2. Casualty Insurance.

(a) The Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term, a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained at the Company's sole cost and expense, shall be maintained with generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of "A-" or the equivalent thereof as may be selected by the Company. Copies of the insurance policies required under this Section, or certificates thereof, shall be delivered by the Company to the City and the Trustee. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the City, the Trustee and

the Company as additional insureds as their respective interests may appear, shall name the Trustee as loss payee and shall contain a provision that such insurance may not be canceled by the issuer thereof without endeavoring to provide at least 10 days' advance written notice to the City, the Company and the Trustee.

(b) In the event of loss or damage to the Project, the Net Proceeds of property insurance carried pursuant to this Section shall be paid over to the Trustee and shall be applied as provided in **Article IX** of this Lease, or as may be directed by, or on behalf of, the owners of 100% in principal amount of the Bonds outstanding.

Section 7.3. Public Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term general accident and public liability insurance (including coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), under which the City and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to loss deductible clauses not to exceed \$10,000). The policies of said insurance shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 10 days' advance written notice to the City, the Company and the Trustee. Such policies or copies or certificates thereof shall be furnished to the Trustee upon request.

(b) In the event of a public liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Blanket Insurance Policies. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with.

Section 7.5. Worker's Compensation. The Company agrees throughout the Lease Term to maintain or cause to be maintained the Worker's Compensation coverage or the approval to self insure as required by the laws of the State of Missouri.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements of the Project. The Company shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to the authority of this Section shall (a) be made in workmanlike manner and in material compliance with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, be deemed a part of the Project; provided, however, that additions of machinery and equipment installed in the Project shall remain the property of the Company and may be removed by the Company, and are not part of the Project.

Section 8.2. Removal and Replacement of Equipment.

(a) The Company shall have the right, provided the Company is not in default in the payment of Basic Rent or Additional Rent hereunder, to remove from the Project and (on behalf of the City) sell, exchange, replace or otherwise dispose of, without responsibility or accountability to the City or the Trustee with respect thereto, any items of equipment.

(b) In all cases, the Company shall pay all the costs and expenses of any such removal and shall immediately repair at its expense all damage to the Project caused thereby in a good and workmanlike manner.

Section 8.3. Additional Improvements on the Project Site. The Company shall have and is hereby given the right, at their sole cost and expense, to construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements so constructed on the Project Site pursuant to the authority of this Section shall, during the life of this Lease, remain the property of the Company and may be added to, altered or razed and removed by the Company at any time. The Company covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty. The Company will pay all *ad valorem* taxes and assessments payable with respect to such additional buildings and improvements remaining the property of the Company.

Section 8.4. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. All such work shall be done in a good and workmanlike manner and in material compliance with all applicable material building and zoning laws and governmental regulations and requirements, and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of **Article VII** hereof.

Section 8.5. Mechanics' Liens.

(a) The Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, except Permitted Encumbrances, and the Company shall promptly notify the City of the imposition of such lien of which the Company is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien within sixty (60) days of the date of filing. Whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Company shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor or materials furnished the Company or anyone claiming by, through or under the Company upon credit, and that no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof.

(b) Notwithstanding paragraph (a) above, the Company may contest any such mechanics' or other similar lien if, within the 60-day period stated above, the Company (i) notifies the City and the

Trustee in writing of its intention so to do, (ii) diligently prosecutes such contest, (iii) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (iv) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (v) thereafter promptly procures record release or satisfaction thereof. The Company shall save and hold harmless the City from any loss, costs or expenses the City may incur related to any such contest. The Company shall reimburse the City for any expense incurred by it in order to discharge or remove any such pledge, lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project shall be damaged or destroyed by fire or any other event, whether or not covered by insurance, the Company, as promptly as practicable, shall either (i) make the determination required by subsection (g) below or (ii) repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding such Project shall be of a value not less than the value thereof immediately prior to the occurrence of such damage or destruction or, at the Company's option, shall construct upon the Project Site new buildings and improvements thereafter together with all fixtures which are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (i) the value thereof shall not be less than the value of such destroyed or damaged Project immediately prior to the occurrence of such damage or destruction and (ii) the nature of such new buildings and improvements and fixtures will not impair the character of the Project as permitted by the Act.

If the Company shall elect to construct any such new buildings and improvements pursuant to this **Section 9.1(a)**, for all purposes of this Lease, any reference to the "Project" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof.

Unless the Company makes the determination described in subsection (g) below, the Net Proceeds of property insurance required by **Article VII** hereof received with respect to such damage or loss to the Project, if such Net Proceeds exceed \$250,000, shall be paid to the mortgagee under the Leasehold Mortgage or the Financing Party under any Financing Document (or if there is no Leasehold Mortgage or Financing Document, to the Trustee for deposit in a separate subaccount in the Construction Fund) and shall be applied in the following manner:

(i) there shall be paid to the Company from the Net Proceeds such part thereof as shall equal the cost to the Company of making such temporary repairs or doing such other work, as, in the Company's reasonable opinion, may be necessary in order to protect the Project pending adjustment of the insurance loss or the making of permanent repairs, restoration, replacement or rebuilding;

(ii) there shall be paid to the Company from the Net Proceeds such part thereof as shall equal the cost to the Company of repairing, restoring, replacing or rebuilding the Project or any part thereof;

(iii) payment to the Company pursuant to subdivisions (i) or (ii) of this subsection (a) from such Net Proceeds shall be made to the Company from time to time as the work progresses, in amounts equal to the cost of labor and material incorporated into and used in such work, the buildings', architects' and engineers' fees, and other charges in connection with such work, upon delivery to the City, the Trustee and the mortgagee under the Leasehold Mortgage (if any) or the Financing Party under any Financing Document (if any) of a written request of the Company accompanied by a certificate of the Company's architect or general contractor, as the case may be, in charge of such work, certifying: (1) that the amounts so to be paid to the Company are payable to the Company in accordance with the provisions of this Article and that such amounts are then due and payable by the Company or have theretofore been paid by the Company; (2) the progress of the work; (3) that the work has been done in substantial compliance with the plans and specifications therefor and all insurance requirements of **Article VII** hereof; (4) that the sum requested when added to all sums previously paid out under this Article for the work does not exceed the value of the work done to the date of such certificate; and (5) the estimated cost of completing the work, in reasonable detail;

(iv) at the request of the City, the Trustee or the mortgagee under the Leasehold Mortgage (if any) or the Financing Party under any Financing Document (if any), the Company shall furnish to the person requesting the same, at the time of any such payment, with an official search, or other evidence reasonably satisfactory to such person, that there has not been filed with respect to the Project Site or the Project any lien, other than a Permitted Encumbrance, which has not been discharged of record, in respect of any work, labor, services or materials performed, furnished or supplied, in connection with the work and that all of said materials have been purchased free and clear of all security interest or other encumbrances. Upon the termination of this Lease and the payment in full of the Bonds, any monies then held by the Trustee or the mortgagee under the Leasehold Mortgage (if any) or the Financing Party under any Financing Document (if any) shall be paid over to the Company, subject to the rights of any Leasehold Mortgage mortgagee or Financing Party.

(b) Completion of such repairs, restoration or replacement shall be evidenced by a certificate of completion in accordance with the provisions of **Section 4.6** hereof. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration or replacement, the Company shall pay the deficiency.

(c) If any of the insurance monies paid by the insurance company to the Trustee, the mortgagee under the Leasehold Mortgage (if any), the Financing Party under any Financing Document (if any) or the Company as hereinabove provided, shall remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease shall not have terminated, the excess shall be deposited in the Bond Fund, subject to the rights of any Leasehold Mortgage mortgagee or Financing Party. If the Net Proceeds shall be insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

(d) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Company shall remain and continue liable for the payment of all Basic Rent and Additional Rental and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(e) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or

proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

(f) The Company agrees to give prompt notice to the City and the Trustee with respect to all fires and any other property damage occurring in, on, at or about the Project.

(g) If the Company shall determine that rebuilding, repairing, restoring or replacing the Project is not practicable and desirable, any Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same become due, all subject to rights of the secured party under any Leasehold Mortgage (if any) and the Financing Party under any Financing Documents (if any). The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (g).

(h) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Bondowners or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project shall be condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than \$250,000, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City, the Trustee and the mortgagee under the Leasehold Mortgage (if any) and the Financing Party (if any) in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Company shall determine that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to place the Project in substantially the same condition as existed prior to the exercise of the said power of eminent domain, including the acquisition or construction of other improvements suitable for the Company's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Company without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject to no liens, security interests or encumbrances prior to the lien and/or security interest afforded by the Indenture other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** hereof (with respect to the receipt of casualty insurance proceeds).

(c) If the Company shall determine that it is not practicable and desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Company shall be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, all subject to the rights of the mortgagee under the Leasehold Mortgage (if any) and Financing Party under the Financing Documents (if any).

(d) The Company shall not, by reason of its inability to use all or any part of the Project during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement from the City, the Trustee or the Bondowners or to any abatement or diminution of the rentals payable by the Company under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceeding in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Company.

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this Article IX, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may prior to the application thereof by the City or the Trustee be applied as directed by the owners of 100% of the principal amount of Bonds outstanding, which Bondowners rights are subject and subordinate to the rights of the City and the Trustee pursuant to the Indenture and this Lease.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Company's purposes or needs. The Company releases the City from, agrees that the City shall not be liable for and agrees to hold the City harmless against, any loss or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project or the Company's use thereof; unless such loss is the result of the City's gross negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry because of the Company's default hereunder or upon the cancellation or termination of this Lease for any reason other than the Company's purchase of the Project pursuant to Article XI hereof, the Company shall peacefully surrender possession of the Project to the City; provided, however, the Company shall have the right within 90 days (or such later date as the City may agree to) after the termination of this Lease to remove from the Project Site any furniture, machinery and equipment not constituting part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said furniture, machinery and equipment. All furniture, machinery and equipment and which are not so removed from the Project prior to the expiration of said period shall be the separate and absolute property of the City.

Section 10.3. Right of Access to the Project. The Company agrees that the City and the Trustee and their duly authorized agents shall have the right at reasonable times during normal business hours and, except in the event of emergencies, upon not less than one Business Days' prior written notice, subject to the Company's usual safety and security requirements, to enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Company's operations, and (b) to perform such work in and about the Project made necessary by reason of the Company's default under any of the provisions of this Lease.

Section 10.4. Granting of Easements; Leasehold Mortgages and Financing Arrangements.

(a) Subject to **Section 10.4(c)** and **(d)**, if no Event of Default under this Lease shall have happened and be continuing, the Company may at any time or times (i) grant subleases (as permitted in **Section 13.1(b)** hereof), easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements that are for the direct use of the Project, or part thereof, by the grantee, (ii) release or terminate existing subleases, easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Company shall determine, or (iii) incur Permitted Encumbrances. The Company may take such actions and may execute any applicable documents in the Company's own name. No separate signature of or authorization from the City shall be required for the execution and delivery of any such document, although the City agrees to execute and deliver such confirming documents as are described below, under the procedures described below, if the Company chooses to make such a request. All third parties entering into agreements with the Company or receiving delivery of or the benefit of such agreements or documents shall be entitled to rely upon the same as having been executed and delivered by the Company, unless such third party has actual or constructive notice that the agency herein granted by the City to the Company has been terminated by the City because of an uncured Event of Default hereunder. The City agrees that it will execute and deliver and will request the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant, release or terminate any such sublease, easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the City and the Trustee of: (x) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (y) a written application signed by an Authorized Company Representative requesting such instrument, and (z) a certificate executed by an Authorized Company Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project, will not materially adversely affect the security intended to be given by or under the Indenture and this Lease and will be a Permitted Encumbrance. If no Event of Default shall have happened and be continuing beyond any applicable grace period, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company, but, subject to **Sections 10.4(c)** and **(d)**, upon (i) termination of this Lease for any reasons other than the redemption of the Bonds and/or the purchase of the Project by the Company or (ii) the occurrence and continuance of an Event of Default by the Company, all rights then existing of the Company with respect to or under such grant shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The Company may mortgage the leasehold estate created by this Lease, with prior notice to but without the City's consent, provided and upon condition that:

(i) a duplicate original or certified copy or photostatic copy of each such mortgage, and the note or other obligation secured thereby, is delivered to the City within thirty (30) days after the execution thereof; and

(ii) such mortgage shall contain a covenant to the effect that the net proceeds of all insurance policies and the condemnation award shall be held, used and applied for the purposes and in the manner provided for in this Lease.

(c) The City acknowledges and agrees that the Company may finance and refinance its rights and interests in the Project, this Lease and the leasehold estate created hereby and, in connection therewith, the Company may execute Financing Documents with one or more Financing Parties. Notwithstanding anything contained to the contrary in this Lease, the Company may, at any time and from time to time, with prior notice to but without the consent of the City (i) execute one or more Financing Documents upon the terms contained in this **Section 10.4** and (ii) sublease or assign its interests in this Lease, the leasehold estate, any sublease and rights in connection therewith, and/or grant liens or security interests therein, to any Financing Party. Any further sublease or assignment by any Financing Party shall be subject to the provisions of **Section 13.1(c)** of this Lease.

(d) Upon notice by the Company to the City in writing that it has executed one or more Financing Documents under which it has granted rights in this Lease or the Project to a Financing Party, which includes the name and address of such Financing Party, then the following provisions shall apply in respect of each such Financing Party:

(i) this Lease may not be modified, amended, canceled or surrendered by agreement between the City and the Company, without the prior written consent of such Financing Party;

(ii) there shall be no merger of this Lease or of the leasehold estate created hereby with the fee title to the Project, notwithstanding that this Lease or said leasehold estate and said fee title shall be owned by the same Person or Persons, without the prior written consent of such Financing Party;

(iii) the City shall serve upon each such Financing Party (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each Financing Party;

(iv) each Financing Party shall have the same period of time which the Company has, after the service of any required notice upon it, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice plus 30 business days, and the City shall accept performance by such Financing Party as timely performance by the Company;

(v) the City may exercise any of its rights or remedies with respect to any other Event of Default by the Company, subject to the rights of the Financing Parties under this **Section 10.4(d)** as to such other events of default;

(vi) upon the occurrence and continuance of an Event of Default by the Company under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Financing Party and permitting such Financing Party a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such event of default shall continue beyond any period set forth

in the Lease to effect said cure so long as the Financing Party is diligently prosecuting such cure); provided that the Financing Party (or its designee, nominee, assignee or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default; and

(vii) the Financing Parties shall have the right to enter, possess and use the Project at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce their respective rights under the Financing Documents.

(e) In connection with the execution of one or more Financing Documents, upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Financing Party and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Financing Documents. The Company agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

(f) The Company's obligations under any mortgage or Financing Document relating to the Project shall be subordinate to the Company's obligations under this Lease.

Section 10.5. Indemnification of City and Trustee. The Company shall indemnify and save and hold harmless the City and the Trustee and their governing body members, officials, officers, agents and employees from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any Person, firm or corporation arising from the issuance of the Bonds and the execution of this Lease or the Indenture and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Lease or any related document related to the Bonds or the Project, (c) any contract entered into by the Company or an affiliated entity in connection with the approval, construction or purchase of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, (f) any violation of **Section 107.170** of the Revised Statutes of Missouri, and (g) any litigation, administrative or legal proceedings related to the approval, construction or purchase of the Project; provided, however, the indemnification contained in this **Section 10.5** shall not extend to the City if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are (i) the result of work being performed on the Project by employees of the City, or (ii) the result of gross negligence or willful misconduct by the City, and shall not extend to the Trustee if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of the gross negligence or willful misconduct of the Trustee. Upon notice from the City or the Trustee, the Company shall defend them or either of them in any such action or proceeding, or the City or the Trustee may select counsel of their choice to represent them in any litigation, administrative or legal proceedings with the Company being responsible for all reasonable costs and expenses incurred, including reasonable attorneys' fees and expenses. This **Section 10.5** shall survive any termination of this Lease or the satisfaction and discharge of the Indenture.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. The City agrees that any depreciation, investment tax credit or any other tax benefits with respect to the Project or any part

thereof shall be made available to the Company, and the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, investment tax credit or other tax benefits.

Section 10.7. Company to Maintain its Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another Person or permit one or more other Persons to consolidate with or merge into it, or may sell or otherwise transfer to one or more Persons all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee Person or Persons (a) expressly assumes in writing all the obligations of the Company contained in this Lease, and (b) is an Person controlled by, under common control with or controlling the Company.

Section 10.8. Security Interests. The City and the Company hereby authorize the Trustee to file all appropriate continuation statements as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Bondowners and the rights of the Trustee hereunder. At the written request of all of the Bondowners, the City and the Company agree to enter into any other instruments necessary for perfection of and continuance of the perfection of the security interests of the City and the Trustee in the Project. Upon the written instructions of the owners of 100% of the Bonds then Outstanding, the Trustee shall file all instruments the Bondowners deem necessary to be filed and shall continue or cause to be continued such instruments for so long as the Bonds are Outstanding. The City and the Company shall cooperate with the Trustee in this regard by providing such information as the Trustee may require to file or to renew such statements and upon request, the Company shall provide a certificate to the Trustee showing a description of the Project. The Trustee shall maintain a file showing a description of the Project, said file to be compiled from the certificates furnished to the Trustee pursuant to this Section, Section 4.5 and Section 9.1(b) hereof.

Section 10.9. Environmental Matters, Warranties, Covenants and Indemnities Regarding Environmental Matters.

(a) As used in this Section, the following terms have the following meanings:

“**Environmental Laws**” means any now-existing or hereafter enacted or promulgated federal, state, local, or other law, statute, ordinance, rule, regulation or court order pertaining to (i) environmental protection, regulation, contamination or clean-up, (ii) toxic waste, (iii) underground storage tanks, (iv) asbestos or asbestos-containing materials, or (v) the handling, treatment, storage, use or disposal of Hazardous Substances, including the Comprehensive Environmental Response, Compensation and Liability Act and The Resource Conservation and Recovery Act.

“**Hazardous Substances**” means all (i) “hazardous substances” (as defined in 42 U.S.C. §9601(14)), (ii) “chemicals” subject to regulation under Title III of the Superfund Amendments and Reauthorization Act of 1986, (iii) natural gas liquids, liquefied natural gas or synthetic gas, (iv) any petroleum, petroleum-based products or crude oil or any fraction, or (v) any other hazardous or toxic substances, wastes or materials, pollutants, contaminants or any other substances or materials which are included under or regulated by any Environmental Law.

(b) The Company warrants and represents to the City and the Trustee that to the knowledge of the Company there are no conditions on the Project Site violating any Environmental Laws and no claims or demands have been asserted or made by any third parties arising out of, relating to or in connection with any

Hazardous Substances on or allegedly on the Project Site for any injuries suffered or incurred or allegedly suffered or incurred by reason of the foregoing.

(c) The Company will provide the City and the Trustee with copies of any notifications of releases of Hazardous Substances or of any materially adverse environmental hazards or potentially materially adverse hazards which are given by or on behalf of the Company to any federal, state or local or other agencies or authorities or which are received by the Company from any federal, state or local or other agencies or authorities with respect to the Project Site or the Project. Such copies shall be sent to the City and the Trustee concurrently with their being mailed or delivered to the governmental agencies or authorities or within ten days after they are made or received by the Company. The Company will provide to the City for review only, any environmental assessment (“Assessments”) and reports regarding the repair or remediation of environmental issues addressed in the Assessment (“Reports”) concerning the Project Site and the Project; upon the completion of the City’s review of the Assessments and the Reports, the City shall immediately return to the Company all originals and copies of the Assessments and Reports.

(d) The Company warrants and represents that the Company has provided the City and the Trustee with copies of all emergency and hazardous chemical inventory forms (hereinafter “Environmental Notices”) that relate to the Project Site previously given, as of the date hereof, by the Company to any federal, state or local governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. §11001 *et seq.*, or any other Environmental Laws. The Company will provide the City and the Trustee with copies of all Environmental Notices that relate to the Project Site subsequently sent to any such governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986 or any other Environmental Laws. Such copies of subsequent Environmental Notices shall be sent to the City and the Trustee concurrently with their being mailed to any such governmental authority or agency.

(e) The Company will comply with and operate and at all times use, keep and maintain the Project and every part thereof (whether or not such property constitutes a facility, as defined in 42 U.S.C. § 9601 *et seq.*) in material conformance with all applicable Environmental Laws. Without limiting the generality of the foregoing, the Company will not use, generate, treat, store, dispose of or otherwise introduce any Hazardous Substance into or on the Project or any part thereof nor cause, suffer, allow or permit anyone else to do so except in the ordinary course of the operation of the Company’s business and in compliance with all applicable Environmental Laws.

(f) The Company agrees to indemnify, defend, protect and hold harmless the City and the Trustee from and against any and all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys’ fees, arising from (i) any release (as defined in 42 U.S.C. § 9601 (22)) or threat of a release, actual or alleged, of any Hazardous Substances, upon the Project or respecting any products or materials previously, now or thereafter located upon, delivered to or in transit to or from the Project, regardless of whether such release or threat of release or alleged release or threat of release has occurred prior to the date hereof or hereafter occurs and regardless of whether such release occurs as a result of any act, omission, negligence or misconduct of the Company or any third party or otherwise, (ii) (A) any violation now existing or hereafter arising (actual or alleged) of, or any other liability under or in connection with, any Environmental Laws relating to or affecting the Project, or (B) any now existing or hereafter arising violation, actual or alleged, or any other liability, under or in connection with, any Environmental Laws relating to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from the Project, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen prior to the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises, as the result of

any act, omission, negligence or misconduct of the Company or any third party or otherwise, (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any Hazardous Substances on or allegedly on the Project Site, or (iv) any breach, falsity or failure of any of the representations, warranties, covenants and agreements contained in this Section; provided, however, the indemnification contained in this **Section 10.9(f)** shall not extend to the City or Trustee if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are (i) the result of work being performed on the Project by employees of the City, or (ii) the result of gross negligence or willful misconduct by the City or the Trustee. This subsection (f) shall survive any termination of this Lease.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Company shall have, and is hereby granted, the option to purchase the Project at any time, upon payment in full of all Bonds then Outstanding or provision for their payment having been made pursuant to **Article XIII** of the Indenture. To exercise such option the Company shall give written notice to the City and to the Trustee, if any of the Bonds remain unpaid or provision for their payment shall not have been made in accordance with the terms of the Indenture, and shall specify therein the date of closing such purchase, which date shall be not less than 30 nor more than 180 days from the date such notice is mailed, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the forgoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder (a "**Remedies Notice**") following the occurrence and during the continuance of an Event of Default, the Company shall be deemed to have exercised its repurchase option under this Section on the 10th day following the Company's receipt of the Remedies Notice without any further action by the Company; provided said notice has not been rescinded by the City or the Trustee, as applicable. The Company may cause the City or the Trustee, as the case may be, to rescind such exercise by providing written notice to the City and the Trustee on or prior to the 20th day after receiving the Remedies Notice and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Company in the event of its exercise of the option granted in this Section shall be the sum of the following:

(a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all the then outstanding Bonds on the earliest redemption date next succeeding the closing date, including principal and interest to accrue to said redemption date and redemption expense; plus

(b) an amount of money equal to the Trustee's and the Paying Agent's agreed to and reasonable fees and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(c) an amount of money equal to the payments in lieu of taxes due and payable pursuant to **Section 5.2(a)** of this Lease through the end of the calendar year in which the date of purchase occurs; plus

(d) the sum of \$1,000.

At its option, to be exercised at least 5 days prior to the date of closing such purchase, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

Section 11.2. Conveyance of the Project. At the closing of the purchase of the Project pursuant to this Article, the City will upon receipt of the purchase price deliver, or cause to be delivered, to the Company (or, at the direction of the Company or another entity designated by the Company) the following:

(a) If the Indenture shall not at the time have been satisfied in full, a release from the Trustee of the Project from the lien and/or security interest of the Indenture and this Lease.

(b) Documents, including a special warranty deed, conveying to the Company (or, at the direction of the Company or another entity designated by the Company) fee simple title to the Project, as it then exists, subject to the following: (i) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the City; (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease; (iv) Permitted Encumbrances other than the Indenture and this Lease; and (v) if the Project or any part thereof is being condemned, the rights and title of any condemning authority.

Section 11.3. Relative Position of Option and Indenture. The options and obligation to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project. The Company hereby agrees to purchase, and the City hereby agrees to sell, the Project (a) for the sum of \$1,000 at the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, and (b) in an amount sufficient to redeem all the then Outstanding Bonds, plus accrued interest and the reasonable fees and expenses of the Trustee and an amount of money equal to the payments in lieu of taxes due and payable pursuant to **Section 5.2(a)** of this Lease through the end of the calendar year in which the date of purchase occurs.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an “**Event of Default**” or “**default**” under this Lease:

(a) Default in the due and punctual payment of Basic Rent or Additional Rent, and such default shall continue for 10 days after the City or the Trustee has given the Company written notice specifying such default (or such longer period as shall be reasonably required to cure such

default, provided that the Company (i) has commenced such cure within the 10-day period and (ii) diligently prosecutes such cure to completion); or

(b) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company's part to be observed or performed, and such default shall continue for 60 days after the City or the Trustee has given the Company written notice specifying such default (or such longer period as shall be reasonably required to cure such default; provided that the Company (i) has commenced such cure within said 60-day period, and (ii) diligently prosecutes such cure to completion); or

(c) Default resulting from the failure to construct the Project in substantial compliance with the approved Plans and Specifications pursuant to **Section 4.3**.

(d) Default resulting from the failure to operate the Project under the brand name of Fairfield Inn & Suites for seven (7) consecutive years beginning on the date of the initial occupancy of the Project pursuant to **Section 4.3**.

(e) The Company shall: (i) admit in writing its inability to pay its debts as they become due; or (ii) file a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under Title 11 of the United States Code (the "Bankruptcy Code") or any other similar present or future federal or state statute or regulation, or file a pleading asking for such relief; or (iii) make an assignment for the benefit of creditors; or (iv) consent to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or shall fail to have the appointment of any trustee, receiver or liquidator made without the Company's consent or acquiescence, vacated or set aside; or (v) be finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) be subject to any proceeding, or suffer the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, which order or proceeding, if not consented to by it, shall not be dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (vii) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(f) The Company shall vacate or abandon the Project, or shall have been ejected from the Project or any material portion thereof by reason of a defect in title to the Project, and the same shall remain uncared for and unoccupied for a period of 90 days, or if the Company ceases operations at the Project Site or is permanently ejected from the Project Site.

Section 12.2. Remedies on Default. If any Event of Default referred to in **Section 12.1** hereof shall have occurred and continues beyond the applicable cure period, then the City may at the City's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such default shall continue, take any one or more of the following actions:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable, as provided in the Indenture; or

(b) give the Company written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 60 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Bondowners shall tender or be deemed to have tendered the outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.1** hereof, the Company's rights to possession of the Project shall cease and this Lease shall thereupon be terminated, and the City may re-enter and take possession of the Project or, if the Company has paid all obligations due and owing under the Indenture and this Lease, convey the Project in accordance with **Section 11.2** hereof.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and Bondowners that its obligations under this Lease shall survive the cancellation and termination of this Lease, for any cause, and that the Company shall continue to pay the Basic Rent and Additional Rent and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease; provided, however, that upon payment of all Basic Rent and Additional Rent required under **Article V** hereof, and upon the satisfaction and discharge of the Indenture under **Section 1301** thereof, the Company's obligation under this Lease shall thereupon cease and terminate in full, except to the extent such obligations expressly survive the termination of this Lease.

Section 12.4. Performance of the Company's Obligations by the City. If the Company shall fail to keep or perform any of its obligations as provided in this Lease in the making of any payment or performance of any obligation, then the City, or the Trustee in the City's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Company's part for 60 days after written notice of such failure is given the Company by the City or the Trustee, and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all necessary incidental reasonable costs and expenses incurred by the City or the Trustee (including attorney's fees and expenses) in performing such obligations shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Company, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** hereof in the case of default by the Company in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the City and the Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The City and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. The City agrees that neither the City nor the Trustee shall enforce any right or obligation hereunder (except for the City's or the Trustee's right to receive payments for their own account under the Indenture or this Lease or any other agreement related to the Bonds or for their rights of indemnification) if so directed in writing by the owners of 100% of the Outstanding Bonds.

Section 12.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the Company of any covenant, agreement or undertaking by the Company, the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving City's right to exercise any of its rights and

remedies provided for herein with respect to any such default or defaults of the Company which were in existence at the time such payment or payments were accepted by the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default has occurred and is continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the City under this Article, upon notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

Section 12.8 Opportunity to Cure Defaults. With regard to any alleged default concerning which notice is given to the Company under the provisions of this Article, the City hereby grants the Company full authority for account of the City to perform any covenant or obligation, the nonperformance of which is alleged in said notice to constitute a default, in the name and stead of the City, with full power to do any and all things and acts to the same extent that the City could do and perform any such things and acts in order to remedy the default.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) Subject to Sections 10.4(c) and (d), the Company shall have the right to assign, transfer, encumber or dispose of this Lease or any interest herein or part hereof for any lawful purpose under the Act. With respect to any assignment, the Company shall comply with the following conditions:

(1) Such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;

(2) Such assignment shall include the entire then unexpired term of this Lease; and

(3) A duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee and in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Company to be performed and observed.

(b) The Company shall have the right to sublet all or any part of the Project to a single Person for any lawful purpose under the Act. No sublease of the Project shall release or discharge the Company from its primary liability for the payment of the Basic Rent and Additional Rent hereunder and the performance of each and all of the covenants and agreements herein contained, and its duties and obligations under this Lease shall continue as if no such sublease had been made. The Company shall, within 10 days after the delivery thereof, furnish or cause to be furnished to the City and the Trustee a true and correct copy of each such sublease. Any sublease may provide, at the Company's option, that the City's consent shall not be required in respect of any further subletting thereunder if such further subletting is for a similar purpose as the original sublease and is for a purpose permissible under the Act.

(c) Notwithstanding the foregoing, the right of the Company to assign or sublease any interest in this Lease without the prior written consent of the City shall only apply to assignments made to any Person controlled by, under common control with or controlling the Company. Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease and any other documents related to the Bonds, the Company shall be released from and have no further obligations under this Lease or any agreement related to the issuance of the Bonds.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease, to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds and the Company hereby consents to such pledge and assignment.

Section 13.3. Prohibition Against Fee Mortgage of Project. Except to secure the Bonds to be issued pursuant to the Indenture, the City shall not mortgage its fee interest in the Project, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project by City. During this Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture, it will not sell, assign, encumber, mortgage, transfer or convey the Project or any interest therein.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of Bonds and prior to the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture, which consent, however, shall not be unreasonably withheld.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when (i) mailed by registered or certified mail, postage prepaid, or (ii) sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, addressed as follows:

(a) To the City:

City of Belton, Missouri
City Hall

506 Main Street
Belton, Missouri 64012
ATTN: City Attorney

(b) To the Company:

Salina Hotel Corporation
6516 W, 106th Street
Overland Park, Kansas 66212
ATTN: Shamir Bhakta

With a copy to:

Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, Missouri 64112
ATTN: Charles G. Renner

(c) To the Trustee:

UMB Bank, N.A.
1010 Grand Blvd., 4th Floor
Kansas City, MO 64106
ATTN: Corporate Trust Department

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed, provided, however, that notice to the Trustee shall be effective only upon receipt. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Company to the other shall also be given to the Trustee. The City, the Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the City shall not unreasonably, arbitrarily or unnecessarily withhold, delay or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amounts to pay all principal of and interest accruing on the Bonds as the same become due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended

funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company.

Section 15.4. Limitation on Liability of City. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of Missouri.

Section 15.6. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

Section 15.7. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Execution in Counterparts. This Lease may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.9. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF BELTON, MISSOURI

(SEAL)

By: _____
Name: Jeff Davis
Title: Mayor

ATTEST:

By: _____
Name: Patti Ledford
Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF CASS)

On this ___ day of _____, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **JEFF DAVIS**, who acknowledged himself to be the Mayor of the **CITY OF BELTON, MISSOURI**, a constitutionally chartered city and political subdivision organized and existing under the laws of the State of Missouri, and that he, as such Mayor is authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the City by himself as Mayor.

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

Notary Public

My Appointment Expires: _____

EXHIBIT A

PROJECT

The proposed Project consists of the purchasing, designing, constructing and installing of an approximately 83 room hotel (the "Building") located on approximately 5.8 acres of land (the "Project Site") for use as a commercial project (as that term is defined in the Act). The Building and Project Site are generally located at the northeast quadrant of the intersection of East North Avenue and Mullen Road in the City.

EXHIBIT B

PROJECT SITE

EXHIBIT C

[FORM OF REQUISITION CERTIFICATE]

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

TO: UMB BANK, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF _____, 2017, BETWEEN THE CITY OF BELTON, MISSOURI, AND UMB BANK, N.A., AS TRUSTEE, AND A LEASE AGREEMENT DATED AS OF _____, 2017, BETWEEN THE CITY OF BELTON, MISSOURI, AND SALINA HOTEL CORPORATION.

The undersigned hereby requests that a total of \$ _____ be paid for Project Costs (as defined in said Trust Indenture) in such amounts, to such payees and for such purposes as set forth on **Schedule 1** attached hereto.

I hereby state and certify that: (i) the amounts requested are or were necessary and appropriate in connection with the purchase and construction of the Project (as defined in the Trust Indenture), have been properly incurred and are a proper charge against the Construction Fund, and have been paid by the Company or are justly due to the persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Construction Fund and (ii) as of this date, except for the amounts referred to above, to the best of my knowledge, there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase and construction of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

SALINA HOTEL CORPORATION

By: _____
Name:
Title:

SCHEDULE 1 TO REQUISITION CERTIFICATE

Amount Payee and Address Description Amount

\$7,746,700
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF BELTON, MISSOURI
TAXABLE INDUSTRIAL REVENUE BONDS
(FAIRFIELD INN & SUITES PROJECT)
SERIES 2017

Dated as of October 1, 2017

BOND PURCHASE AGREEMENT

City of Belton, Missouri
City Hall
506 Main Street
Belton, Missouri 64012

On the basis of the representations, and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, Salina Hotel Corporation, a Kansas corporation, and its successors and assigns (the “**Purchaser**”), offers to purchase from the City of Belton, Missouri (the “**City**”), the above-referenced Taxable Industrial Revenue Bonds (Fairfield Inn & Suites Project), Series 2017, dated as provided in the Indenture (hereinafter defined), in the maximum aggregate principal amount of \$7,746,700 (the “**Bonds**”), to be issued by the City, under and pursuant to an Ordinance adopted by the City Council on _____, 2017 (the “**Ordinance**”) and a Trust Indenture, dated as of October 1, 2017 (the “**Indenture**”) by and between the City and UMB Bank, N.A., Kansas City, Missouri (the “**Trustee**”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City’s acceptance hereof the City hereby represents to the Purchaser that:

(1) The City is a constitutionally chartered city and political subdivision organized and validly existing under the laws of the State of Missouri. The City is authorized pursuant to the Constitution and laws of the State of Missouri, to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by this Bond Purchase Agreement, the Ordinance, the Indenture, the Lease Agreement and any and all other agreements relating thereto (the “**City Documents**”). The proceeds of the Bonds shall be used to finance the Project as defined in the Indenture and to pay for the costs incurred in connection with the issuance of the Bonds.

(2) There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the

issuance of the Bonds or the constitutionality or validity of the obligations represented by the Bonds or the validity of the City Documents.

(b) The Purchaser represents as follows:

(1) *Organization and Authority.* The Purchaser is a Kansas corporation. The Purchaser has all necessary licenses and permits required in order to carry on its business as currently conducted and has or will obtain all necessary licenses and permits in connection with the construction and operation of the Project. The Purchaser is not in violation of and has not received any notice of an alleged violation of or liability under any zoning, land use, environmental, pollution control, hazardous waste or similar laws or regulations that would have a material adverse effect on the operations or the financial affairs of the Purchaser and the Purchaser has full right, power and authority to authorize, approve, enter into, execute and deliver the Lease and this Bond Purchase Agreement (collectively, the “**Purchaser Documents**”) and to perform such other acts and things as are provided in the Purchaser Documents.

(2) *No Conflict or Breach.* The execution, delivery, performance (where applicable) and approval by the Purchaser of the Purchaser Documents, and full compliance by it with the provisions of the Purchaser Documents, have been duly authorized by all necessary action of the Purchaser and do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon Purchaser, or any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound.

(3) *Approvals.* The Purchaser has duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bonds by the City upon the terms and conditions set forth herein and in the Indenture, and (ii) the execution, delivery and performance (where applicable) of the Purchaser Documents and any and all such other agreements and documents as may be required to be executed, delivered and performed by it in order to carry out, effectuate and consummate the transactions contemplated hereby and by such Purchaser Documents.

(4) *No Litigation.* There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of the Purchaser, threatened against or affecting the Purchaser or to the knowledge of the Purchaser, any meritorious basis therefor, wherein an unfavorable decision, ruling or finding could have a material and adverse effect on the financial condition of the Purchaser or the operation by the Purchaser of its property or of the transactions contemplated by the Purchaser Documents or on the validity or enforceability in accordance with their respective terms of the Purchaser Documents or any other agreement or instrument to which Purchaser is a party or by which it is or may be bound or would in any way contest the existence or powers of Purchaser.

(5) *Documents Legal, Valid and Binding.* The Purchaser shall, on or before the Closing Date, execute and deliver the Purchaser Documents. When executed and delivered by the Purchaser, the Purchaser Documents will be legal, valid and binding obligations, enforceable in accordance with their respective terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors’ rights generally and further subject to the availability of equitable remedies.

(6) *Purchaser's Certificates.* Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by Purchaser to such parties as to the statements made therein.

(7) *No Default Under Purchaser Documents.* No event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a breach of or an event of default by Purchaser under the Purchaser Documents.

(8) *Title.* The Purchaser will transfer, or cause to be transferred, good and marketable fee simple title in the Project Site to the City on the Closing Date (hereinafter defined), and has good and marketable title to its other property, in each case free and clear of all liens, except encumbrances which do not materially adversely affect the Purchaser or its operations.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date upon payment of an amount equal to the Closing Price (hereinafter defined), which amount shall be applied as provided in the Indenture and the Lease Agreement. From time to time after the Closing Date, the Purchaser shall make additional payments with respect to the Bonds ("**Additional Payments**") to UMB Bank, N.A., as Trustee under the Indenture, which Additional Payments shall be applied to the payment of Project Costs or as provided in the Indenture and the Lease Agreement; provided that the sum of the Closing Price and all such Additional Payments shall not, in the aggregate, exceed \$7,746,700.

As used herein, the term "**Closing Date**" shall mean October __, 2017, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "**Closing Price**" shall mean that certain amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date.

The Bonds shall be issued under and secured as provided in the Ordinance, and in the Indenture and the Lease Agreement authorized thereby and the Bonds shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully registered bond in the maximum aggregate principal denomination of \$7,746,700; provided, that the principal amount of the Bonds outstanding at any time shall be that amount recorded in the records of the Trustee and further provided that interest shall be payable on the Bonds only on the outstanding principal amount of the Bonds, as more fully provided in the Indenture.

The Purchaser agrees to indemnify and hold harmless the City, the Trustee or any member, officer, official or employee of the City or of the Trustee, within the meaning of Section 15 of the Securities Act of 1933, as amended (collectively, the "**Indemnified Parties**"), against any and all losses, claims, damages, liabilities or expenses whatsoever caused by any violation or failure to comply with any federal or state securities laws in connection with the Bonds.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Purchaser, the

Indemnified Parties shall promptly notify the Purchaser in writing and the Purchaser shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Purchaser or there is a conflict of interest that would prevent counsel for the Purchaser from adequately representing both the Purchaser and the Indemnified Party. The Purchaser shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Purchaser or if there be a final judgment for the plaintiff in any such action against the Purchaser or any of the Indemnified Parties, with or without the consent of the Purchaser, the Purchaser agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

SECTION 3. CONDITIONS TO THE OBLIGATIONS

The obligations hereunder shall be subject to the due performance by the parties of the obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly executed copy of the Ordinance, the City Documents and any other instrument contemplated thereby shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser.

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or threatened wherein any question is raised affecting in any way the legal organization of the City or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof.

(c) There shall be delivered to the City on or prior to the Closing Date a duly executed copy of the resolution(s) of the Purchaser authorizing the Purchaser to enter into the Purchaser Documents, a duly executed copy of the Purchaser Documents and any other instrument contemplated thereby shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the City.

(d) A certificate of the Purchaser, dated the Closing Date, to the effect that (i) no litigation, proceeding or investigation is pending against the Purchaser or its affiliates or, to the knowledge of the Purchaser, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Purchaser Documents, or (B) in any way contest the existence or powers of the Purchaser or its affiliates, (ii) no litigation, proceeding or investigation is pending or, to the knowledge of the Purchaser, threatened against the Purchaser or its affiliates except litigation, proceedings or investigations in which the probable ultimate recoveries and the estimated costs and expenses of defense (A) will be entirely within applicable self-insurance program funding and insurance policy limits (including primary and excess insurance policies and subject to applicable deductibles) or (B) will not have a material adverse effect on the operations or condition, financial or otherwise, of the Purchaser and its

affiliates, (iii) the representations and warranties of the Purchaser herein and in the Purchaser Documents were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, (iv) at the Closing Date, no event of default has occurred and is continuing and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a breach of or an event of default under the Purchaser Documents, and (v) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser shall have the right to cancel its obligation hereunder to purchase the Bonds by notifying the City in writing or by telegraph of its election to make such cancellation at any time prior to the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel, with respect to the validity of the authorization and issuance of the Bonds.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect, and shall survive delivery of the Bonds to the Purchaser.

SECTION 7. PAYMENT OF EXPENSES

The Purchaser shall pay all reasonable expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds from Bond proceeds or otherwise. To the best of the City's knowledge and belief, the only expenses payable by the Company in connection with the issuance of the Bonds are the following: (1) the legal fees of Gilmore & Bell, P.C., as Bond Counsel in the amount of \$ _____, and (2) the Trustee's initial acceptance fee and first year's administrative fee totaling \$ _____.

SECTION 8. NOTICE

Any notice or other communication to be given to the City under this Agreement may be given by mailing or delivering the same in writing to City of Belton, Missouri, 506 Main Street, Belton, Missouri 64012, Attention: Mayor; and any notice or other communication to be given to the Purchaser under this Agreement may be given by delivering the same in writing to Salina Hotel Corporation, 6516 W. 106th Street, Overland Park, Kansas 66212, Attention: Shamir Bhakta.

SECTION 9. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri and may be assigned by the Purchaser with the written consent of the City.

SECTION 10. EXECUTION OF COUNTERPARTS; ELECTRONIC STORAGE

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[remainder of page intentionally left blank]

Very truly yours,

SALINA HOTEL CORPORATION
as Purchaser

By: _____

Name: Shamir Bhakta

Title: Director of Operations

CITY OF BELTON, MISSOURI

By: _____
Name: Jeff Davis
Title: Mayor

(Seal)

ATTEST:

By: _____
Patti Ledford
City Clerk

SECTION IX

A

R2017-36

A RESOLUTION OF THE BELTON, MISSOURI CITY COUNCIL PROVIDING A PROCEDURE AND SCHEDULE FOR ESTABLISHING THE CHARTER REVIEW COMMISSION AS REQUIRED BY SECTION 15.8 OF THE BELTON CITY CHARTER.

WHEREAS, Belton City Charter Section 15.8 provides that from time to time, but no less often than every ten (10) years, the Council shall provide for a Charter Review Commission to review the City Charter and to recommend to the voters of the City any proposed amendments, if any, to the Charter; and

WHEREAS, the City Charter was adopted in November 2008, and the City Council finds that a review of the City Charter shall be conducted.

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

SECTION 1. The application form attached hereto as Exhibit A shall be used for citizens wishing to serve on the Belton Charter Review Commission.

SECTION 2. From the applications, City Council members from each Ward shall nominate up to four candidates for consideration from their Ward.

SECTION 3. From the pool of nominated candidates, the City Council shall select eight (8) members for the Commission.

SECTION 4. The Mayor shall select at large the ninth (9th) member of the commission.

SECTION 5. The timeline to establish the Commission is as follows:

- 1) Publication and campaign to attract qualified volunteers to serve on the Commission begins August 28, 2017.
- 2) Applications shall be accepted in the office of the City Clerk through September 28, 2017.
- 3) At the work session on October 3, 2017, the City Council shall review the applications submitted by each Ward, and put forth up to at least (8) qualified voters of the city, none of whom shall be an elected officials and no more than thirty percent of the commission members shall reside in any one city council ward
- 4) A Resolution approving Commission appointments determined at the October 3, 2017 work session shall be approved on October 10, 2017, providing for an effective date of November 1, 2017;
- 5) The Charter Review Commission shall begin their review at a meeting held on November 1, 2017.

- 6) The Charter Review Commission shall complete their work and report to the City Council by the June 5, 2018.
- 7) If amendments are recommended, the City Council shall approve an Ordinance calling for the November 2018 election no later than August 28, 2018. (Final certification date for the November 6, 2018 election is August 28, 2018.)
- 8) Any recommended amendments to the Charter shall be placed on the November 6, 2018 ballot for voter consideration

Duly read and passed this 12th day of September, 2017.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 12th day of September, 2017, and adopted at a regular meeting of the City Council held the 12th day of September, 2017 by the following vote, to-wit:

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

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



506 Main Street • Belton, MO 64012
(816) 331-4331 • www.belton.org

Application to Serve on Belton Charter Review Commission

I, _____, wish to be considered for one of the positions on the Belton Charter Review Commission.

I currently reside at: _____

My telephone number(s) is (are): _____

My email address is: _____

I have been a resident of Belton for _____ years.

I have been a resident of Ward _____ since _____.

I am registered to vote in this Ward (provide copy of voter registration card).

Brief summary of education, training or experience I have that would be of benefit to the Belton Charter Review Commission: _____

Brief statement of why I want to serve on the Belton Charter Review Commission: _____

I certify that the information set forth is true and correct to my best knowledge and belief.

Date: _____ Signature: _____

Please return applications to Belton City Hall, City Clerk's Office, Charter Review Commission, 506 Main St, Belton MO 64012 or pledford@belton.org.

The application deadline for the Charter Review Commission is September 28, 2017, at 5:00 pm.



SECTION IX

B

R2017-37

A RESOLUTION OF THE BELTON CITY COUNCIL APPOINTING MEMBERS TO THE BOARD OF DIRECTORS OF THE BELTON/RAYMORE INTERCHANGE TRANSPORTATION DEVELOPMENT DISTRICT.

WHEREAS, on August 22, 2006, the City Council of the City of Belton, Missouri, (the "City") adopted Ordinance No. 2006-3274, which approved and authorized the Mayor to enter into a First Amended and Restated Cooperation Agreement (the "Cooperation Agreement") among the City, the City of Raymore ("Raymore"), Good Otis, L.L.C. ("Good Otis"), BKO Estate Liquidating Company, LLC ("BKO"), and James D. and Toni P. Graham (the "Grahams"); and

WHEREAS, the Cooperation Agreement, which was fully executed by the parties thereto on September 7, 2006, establishes the obligations of the parties to form and operate the Belton/Raymore Interchange Transportation Development District (the "District"); and

WHEREAS, on September 18, 2006, pursuant to Section 238.207.5, RSMo, the City and Raymore filed in the Cass County Circuit Court a petition to create the District, which petition was joined by Good Otis, BKO and the Grahams; and

WHEREAS, Section 238.220.3, RSMo, provides that where a district is comprised of two local transportation authorities, the district's board of directors shall consist of the presiding officer of each local transportation authority within the district and one person designated by the governing body of each local transportation district within the district; and

WHEREAS, the Cooperation Agreement provides that the District's board of directors will consist of the Mayor of the City, the Mayor of Raymore, a representative appointed by the City Council, a representative appointed by Raymore, a representative nominated by the Grahams to be appointed by the City Council, and a representative nominated by Good Otis to be appointed by Raymore; and

WHEREAS, the Grahams have nominated Jim Graham to be appointed by the City Council to the District's Board of Directors; and

WHEREAS, the City Council now desires to make appointments to the District's Board of Directors.

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

SECTION 1. Gary Lathrop is appointed as the Belton Appointed Director of the District.

SECTION 2. Jim Graham is appointed as the Graham/Belton Nominated Advisory Director of the District.

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

Duly read and passed this 12th day of September, 2017.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 12th day of September, 2017, and adopted at a regular meeting of the City Council held the 12th day of September, 2017 by the following vote, to-wit:

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

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

SECTION IX

C

R2017-38

A RESOLUTION OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING TASK AGREEMENT NO. 9 WITH OLSSON ASSOCIATES FOR ENGINEERING SERVICES RELATED TO THE VICIE AVENUE CULVERT REPLACEMENT IN THE AMOUNT OF \$13,871.00.

WHEREAS, the City Council for the City of Belton, Missouri, pursuant to the advice and recommendation of the City Manager, deems it necessary, desirable, advisable and in the public interest to maintain water infrastructure to meet near and long-term needs; and

WHEREAS, the City has the authority and follows Article IV, Division II, Section 2-921 Purchasing Procedure of the Ordinances of the City of Belton, Missouri, to approve contracts for construction thereto; and

WHEREAS, on March 22, 2016 under Ordinance No. 2016-4187, the City Council approved an On-Call Engineering Professional Services Agreement for On-Call Engineering Services between the City of Belton and Olsson Associates; and

WHEREAS, recent storm events have damaged the Vicie Avenue culvert causing a sinkhole to form and create an unstable roadway that has caved in and continues to erode. Due to its current condition, it is unsafe and impassable; and

WHEREAS, Staff consulted with Olsson Associates, and was informed that the current stream culvert cannot sufficiently convey the water passing through it in a major storm event. Improvements will need to be made to make sure this is not a persistent issue; and

WHEREAS, the City Council approves Task Agreement No. 9 with Olsson Associates for engineering services related to the Vicie Avenue culvert replacement in the amount of \$13,871.00

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

SECTION 1. That Task Agreement No. 9 with Olsson Associates for engineering services related to the Vicie Avenue culvert replacement in the amount of \$13,871.00 is hereby approved for purposes described above.

SECTION 2. The City Manager and Director of Public Works are authorized and directed to execute the task agreement on behalf of the City.

SECTION 3. This resolution shall take effect and be in full force from and after its passage and approval.

Duly read and passed this 12th day of September, 2017.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 12th day of September, 2017, and adopted at a regular meeting of the City Council held the 12th day of September, 2017 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: September 12, 2017

DIVISION: Engineering

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

Recent storm events have damaged the Vicie Avenue culvert causing a sinkhole to form and creating an unstable roadway that has caved in and continues to erode. Due to its current condition, it is unsafe and impassable. Staff consulted with Olsson Associates, an on-call contractor, and was informed that the current stream culvert cannot sufficiently convey the water passing through it in a major storm event. Improvements will need to be made to make sure this is not a persistent issue.

PROPOSED CITY COUNCIL MOTION:

Approve a resolution authorizing and approving Task Agreement No. 9 with Olsson Associates for engineering services related to the Vicie Avenue culvert replacement in the amount of \$13,871.00.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Olsson Associates	
Amount of Request/Contract:	\$	13,871.00
Amount Budgeted:	\$	13,871.00
Funding Source:	Engineering – 010-2000-400-3025	
Additional Funds:	\$	N/A
Funding Source:	N/A	
Encumbered:	\$	N/A
Funds Remaining:	\$	N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution authorizing and approving Task Agreement No. 9 with Olsson Associates for engineering services related to the Vicie Avenue culvert replacement in the amount of \$13,871.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Task Agreement and Scope of Work
- Photo



City of Belton – Public Works Task Agreement

Contract: Olsson Associates

Ordinance or Resolution: N/A

Task Agreement No: 9

Funding Amount: \$13,871
Purchase Order No: N/A

Project Title: **Vicie Avenue Culvert Replacement**

Contractor (including sub-contractors): Olsson Associates

Division and Staff Project Manager:
Michael Christopher – Assistant City Engineer

Project Management Manual reviewed: Yes

Attachments (Gantt Chart, etc.): Exhibit A – Scope of Services; Exhibit B – Hourly Professional Services Summary

PROJECT Scope: See Exhibit A, attached.

Staff Signatures

Partner Signatures

Director of Public Works:
Michael Doi

City Manager:
Alexa Barton

Project Manager:
Brent Johnson

Company Officer (if different):
Brian Ladd

Signature: _____

Signature: _____

Signature: Brent Johnson

Signature: Brian Ladd

Date: _____

Date: _____

Date: 8/21/17

Date: 8/21/17

Project Type: Design Construction Property Acquisition Conceptual/Problem Solving Surveying

Project Discipline(s): Transportation Planning Water Wastewater

Report(s) Received: N/A

Work on File: N/A

Attach scope of work, budget, and other supporting material

SCOPE OF SERVICES
Construction Documents for:
Vicie Avenue Stormwater Improvements
Belton, MO

The following provides a description of tasks to be performed under the Project. The purpose of this effort is to design and produce construction documents for a culvert for Vicie Road between 160th Street and 157th Street.

1. Survey and Data Collection

- a. Utility Coordination - Contact known utility companies in the area to gather information on their existing service facilities. Coordinate with known utilities to assess potential conflicts. Identify utility corridors and available relocation locations.
- b. Topographic Survey
 - i. Coordinate with utility locators and Missouri One-Call to identify the existing utilities within the project limits. Locate all field marks (paint and flags).
 - ii. Coordinate Topographic Field Survey:
 1. Establish Horizontal Control Points. Horizontal Project Datum would be referenced to Missouri State Plane Coordinate System NAD 1983 (HARN Adjustment), West Zone.
 2. Establish Vertical Project Benchmarks. Vertical Project Datum would be referenced to North American Vertical Datum 1988 (NAVD88).
 3. Conduct topographic survey. A full topographic survey and CAD basemap will be completed along the project improvement corridor. Property corners will be established and the existing plat and platted easements will be drawn up and included with the basemap.
 4. Prepare existing Ownership and Right-of-way base map by utilizing Title Reports (provided by client), recorded plats acquired from the county courthouse, and processed field data.
- c. Concept Design with Opinion of Costs
 - i. Provide conceptual culvert sizing and level of service for the crossing with conceptual opinions of cost.

2. Design Plans

- a. Prepare plans for construction
- b. At a minimum, the plans shall include:
 - i. Cover sheet
 - ii. General Notes
 - iii. Culvert Plan and Profiles
 - iv. Standard MODOT details for Reinforced Box Culvert Construction (if applicable)
 - v. Waterline Standard details for lowering the existing waterline on the west side of the crossing.
- c. Prepare and submit an opinion of project costs.
- d. Submit three (3) sets of plans including cost estimate and property and easement requirement to the City staff for review and approval.

3. Property and Easements

- a. Furnish legal descriptions and exhibits of the proposed takings. It is anticipated that easements will be needed on two (2) properties.

4. Construction-Phase Services

- a. Pre-construction Meeting

- b. Response to construction questions
- c. Shop drawing review

Assumptions:

1. General

- A. City standard specifications will be used.
- B. No federal funding is associated with this project.
- C. The plans will be submitted full-size (22"x34") and half-size (11"x17") black and white on bond.
- D. Permit fees for city, state, and federal permits will be paid directly by City.
- E. All available as-built drawings, existing studies, aerial photos, and other information will be delivered to Design consultant upon the notice to proceed and prior to the kickoff meeting.

2. Standards

- A. The design will follow the City's Design and Construction Standards, the Kansas City Metropolitan Chapter American Public Works Association Design Criteria as adopted and amended. The project goal is to repair the crossing of Vicie Avenue while reducing the overtopping frequency of the public road, as described in the adopted Criteria; however, if achieving this goal is cost-prohibitive, the highest level of flood protection that can be achieved within the City's budget will be designed for construction.
- B. No specific plan format or CAD workspace is required.
- C. If a reinforced box culvert is used for the design it is assumed that standard MODOT details and reinforcing will be used for the culvert. Structural design of a reinforced box culvert is not included in the scope.

3. Surveys

- A. City to provide electronic CAD / GIS files of contours from aerial surveys covering the proposed project areas.

4. Environmental

- A. The City will be responsible for all permit and mitigation fees, if required.
- B. It is assumed no Corps of Engineers Permit is required for the project.

5. Design Consultant Project Management

- A. Coordination with City staff will take place on a continual basis via phone conversations and emails.

Not included in this scope, but can be added as an Additional Service:

- Easement negotiations and acquisition;
- Geotechnical investigations and analysis;
- FEMA floodplain mapping or re-mapping (LOMRs or CLOMRs) or USACE Individual permits;
- Sanitary sewer design or relocation plans;
- Street lighting plans;
- Landscape or irrigation plans;
- Staking of proposed easements;
- Construction services including observation, testing, and surveying services.

ATTACHMENT A

- Stormwater Pollution Prevention Plan.
- Erosion Control Plans.
- MDNR Land Disturbance Permit.
- Traffic Control Detour Plans.
- Changes in roadway profile.
- Bid-Phase Services.

Hourly Professional Services Fee Summary for
Vicie Avenue

Task Description	Sr. Eng.	Project Eng.	Asst. Eng.	Scientist	Design Tech.	Survey Team	Senior Surveyor	Hourly Fee Extension	Direct Expenses	Sub-Totals
	\$175	\$135	\$98	\$60	\$82	\$142	\$108			
1) Survey and Data Collection										
Topographic Survey						11		\$1,562		
Base Map							6	\$864		
Title Reports (Assume 2)								\$0	\$300	
Hours Subtotal	0	0	0	0	0	11	6	\$2,426	\$300	\$2,726
2) Design Plans										
Concept Design with Opinion of Costs	1	6						\$985		
Utility Coordination			4					\$392		
Final Design		10			10			\$2,170		
Final Plan Development		6			40			\$4,090	\$100	
Waterline Relocation			4					\$392		
Environmental Permitting				3				\$180		
Final Quantities and Cost Estimate		2			4			\$598		
Hours Subtotal	1	24	8	3	54	0	0	\$8,807	\$100	\$8,907
3) Property and Easements										
Prepare easement documents (2 parcels)					1		7	\$838		
Hours Subtotal	0	0	0	0	1	0	7	\$838	\$0	\$838
4) Construction Services										
Pre-Construction Meeting		2						\$270	\$50	
Construction Questions		4						\$540		
Shop Drawing Review		4						\$540		
Hours Subtotal	0	10	0	0	0	0	0	\$1,350	\$50	\$1,400
PROJECT TOTALS	1	24	8	3	55	11	15	\$12,071	\$400	\$13,871