



**Agenda of the Belton City Council  
November 30, 2021 – 6:00 p.m.  
520 Main Street, Belton Missouri  
<https://www.belton.org/watch>**

**I. CALL WORK SESSION TO ORDER**  
**II. ITEMS FOR REVIEW AND DISCUSSION**

- A. October 2021 Monthly Financial Report
- B. Police Vehicle Purchase
- C. License Plate Reader

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- D. Snow & Ice Removal Presentation
- E. Stormwater Presentation
- F. I-49 Widening
- G. Speaker Avenue Parking
- H. Wastewater Fund Projects (Stream Bank Stabilization & I&I)
- I. Emergency Sanitary Sewer Repair for Fire Station #2
- J. UMKC Clinical Partner
- K. Senior Center Flooring Project
- L. Overhead Allocation Cost Study
- M. Use Tax
- N. Southview Commerce Center Berm Compliance – Final Development Plan
- O. Southview Commerce Center – Building 4
- P. Chapter 353 Old Town Belton – 324 Main Street

**III. ADJOURN WORK SESSION**

- IV. CALL MEETING TO ORDER
- V. PLEDGE OF ALLEGIANCE – Councilmember Trutzel
- VI. ROLL CALL
- VII. PERSONAL APPEARANCES
- VIII. CONSENT AGENDA  
One motion, non-debatable, to approve the "recommendations" noted. Any member of the Council may ask for an item to be taken from the consent agenda for discussion and separate action.

**A. Motion approving the minutes of the November 9, 2021 City Council Meeting.**

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- B. Motion approving Resolution R2021-84  
A resolution approving a property management agreement with CJ Real Estate, Inc, for the residential property located at 615 NE 2<sup>nd</sup> Street.**

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- C. Motion approving Resolution R2021-85  
A resolution of the Belton City Council dissolving the Public Works Advisory Committee.**

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- D. Motion approving Resolution R2021-86  
A resolution approving Task Agreement 2021-10, Amendment 1 with Wilson and Company to provide Professional Additional Design Services for the Hargis Gardens drainage improvements project in the not-to-exceed amount of \$221,368.00 increasing the total cost to \$623,244.00.**

This item is included in the budget.

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- E. Motion approving Resolution R2021-87  
**A resolution approving Task Agreement 2021-16 with Wilson & Company to provide Professional Design Services for the Cambridge Road West Culvert Project in the not-to-exceed amount of \$199,800.00.**

This item is included in the budget.

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- F. Motion approving Resolution R2021-88  
**A resolution appointing directors to the Board of Directors of the Y Belton Two Community Improvement District.**

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- G. Motion approving Resolution R2021-89  
**A resolution approving the purchase of four (4) new 2022 Ford Utility PI vehicles in the amount of \$135,696.00 from Shawnee Mission Ford.**

This purchase is within budget.

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- H. Motion approving Resolution R2021-90  
**A resolution approving a non-exclusive license agreement between the City of Belton, Missouri and Google Fiber Missouri, LLC for installation of network facilities in the City public rights-of-way.**

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- I. Motion to approve the City of Belton's participation in the National Opioid Settlements that were negotiated between the states and the opioid manufacturer Janssen (Johnson & Johnson) and opioid distributors McKesson, Cardinal Health, and Amerisource Bergen and directing the Assistant City Manager to register and execute all necessary documents on behalf of the City.

## IX. REGULAR AGENDA

- A. Motion approving the final reading of Bill No. 2021-68, as amended  
**An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2022 Adopted City Budget for the purpose of appropriating ARPA funds received by the City.**

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- B. Motion approving the final reading of Bill No. 2021-69  
**An ordinance of the City of Belton, Missouri, designating ward boundaries within the City of Belton, Missouri.**
- C. Motion approving the final reading of Bill No. 2021-70  
**An ordinance amending Sections 4; 12-4(B)(1); 20-2(A); 26-5(4); 28-5(B); 32-1(4)(E); and 36-108(2) of the Unified Development Code to clarify existing standards and create new regulations deemed necessary to improve the effectiveness of the code.**
- D. Motion approving the final reading of Bill No. 2021-71, as amended  
**An ordinance amending Chapter 13, Article IX of the Code of Ordinances of the City of Belton, Missouri by establishing Division 7, utility vehicles, recreational off-highway vehicles, and golf carts, regulating the use of certain special vehicles in the City of Belton, Missouri; and amending Chapter 13, Article IX, Division 4, safety helmets required to conform to changes set out in house bill 1963.**

This ordinance has been amended from the November 9, 2021 meeting. The amendments are notated in **bold**.

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- E. Motion approving the first reading of Bill No. 2021-72  
**An ordinance authorizing the Taxable Industrial Revenue Bonds (NP Southview Industrial Building 4, LLC Project), Series 2021 related to an industrial development project in the City and authorizing the City to enter into certain agreements and take certain other actions.**

This ordinance will approve the bond documents to implement the tax abatement previously approved by City Council for the Plan for an Industrial Development Project and Development Agreement for NorthPoint Development, LLC's Building 4 project on April 13, 2021, after a public hearing on March 30, 2021.

The ordinance authorizes the issuance of the bonds and authorizes the city to enter the trust indenture, bond purchase agreement, and a deed of trust to secure payment of the bonds. The bonds will not be payable from city funds. NorthPoint will make payments in lieu of taxes (PILOTs) for distribution to the taxing districts for the 501,000 square foot industrial building and commercial distribution facility, which is expected to cost approximately \$30,000,000 and is currently under construction.

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- F. Motion approving the first reading of Bill No. 2021-73

**An ordinance approving the Sixth Amendment to the Old Town Belton Redevelopment Plan to approve the 414 Main Street Project as Redevelopment Project 2021-6 and to authorize tax abatement as described therein.**

A public hearing regarding the proposed Sixth Amendment to the Old Town Belton Redevelopment Plan for Redevelopment Project 2021-6 pursuant to Section 353.110.3(2), RsMO.

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- G. Motion approving the first reading of Bill No. 2021-74

**An ordinance approving the Seventh Amendment to the Old Town Belton Redevelopment Plan to approve the 511 Main Street Project as Redevelopment Project 2021-7 and to authorize tax abatement as described therein.**

A public hearing regarding the proposed Seventh Amendment to the Old Town Belton Redevelopment Plan for Redevelopment Project 2021-7 pursuant to Section 353.110.3(2), RsMO.

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- H. Motion approving the first reading of Bill No. 2021-75

**An ordinance calling an election to authorize the issuance of Waterworks Revenue Bonds and extend the Capital Improvement Sales Tax in the City of Belton, Missouri.**

This ordinance will place the two ballot questions recommended by the Mayor's Task Force on Water Infrastructure before voters in April 2022.

If voters approve Question 2, the City would be authorized to issue revenue bonds to replace water infrastructure that is at the end of its life and also construct a new water tower.

Approval of Question 3 by voters would extend the already existing half-cent capital improvement sales tax which will fund the principal and interest payments for the water infrastructure revenue bonds.

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- I. Motion approving the first reading of Bill No. 2021-76

**An ordinance of the City of Belton amending Chapter 4, Animals, of the Code of Ordinances of the City of Belton, Missouri.**

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- J. Motion approving the first reading of Bill No. 2021-77  
**An ordinance approving the Clinical Affiliation Agreement between the University of Missouri-Kansas City School of Medicine and the City of Belton Fire Department.**

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- K. Motion approving the first reading of Bill No. 2021-78  
**An ordinance of the City of Belton, Missouri, amending Chapter 19, Streets, Sidewalks, Rights-of-Way and other Public Places, of the Code of Ordinances of the City of Belton, Missouri to remove references to the Public Works Advisory Committee.**

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- L. Motion approving the first reading of Bill No. 2021-79  
**An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2022 Adopted City Budget for the purpose of completing Belton Senior Center facility improvements and approving the Contract for Service with Haren Contracting, LLC.**

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- M. Motion approving the first reading of Bill No. 2021-80  
**An ordinance approving a Final Plat for Bronson Manor; a tract of land in the Northeast quarter of Section 7, Township 46 North, Range 32 West, in the City of Belton, Cass County, Missouri, and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's Office.**

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- N. Motion approving the first reading of Bill No. 2021-81  
**An ordinance approving a Final Plat for Traditions 6<sup>th</sup> Plat; a tract of land in the Southwest Quarter of Section 18, Township 46 North, Range 32 West, in the City of Belton, Cass County, Missouri, and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's Office.**

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- X. CITY COUNCIL LIAISON REPORTS
- XI. MAYOR’S COMMUNICATIONS
- XII. CITY MANAGER’S REPORT

December 2021/January 2022 City Council Meetings – 6:00 p.m.

December 14, 2021

December 28, 2021- Canceled

January 11, 2022

January 25, 2022

- XIII. COMMUNICATIONS FROM CITY COUNCIL

- XIV. Motion to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; and to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2, and that the record be closed, and the meeting adjourned from there.

# **SECTION II**

## **C**

# Memo

## Belton, Missouri Police Department

**To:** Chief Scott Lyons

**From:** Lt. Norman Shriver

**Date:** 11-17-21

**Re:** License plate readers



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In the current year's budget, money (\$22,000) was allocated for the purchase of a mobile license plate reader (LPR) which was to be put on a vehicle for the purpose of finding vehicles that had been entered in MULES as stolen along with known associates of the vehicle that had outstanding warrants. While this type of LPR is effective, it can only be in one place at a time and has a limited number of "hits" due to the car being out of service or the officer being on other assignments. It is only truly effective when the vehicle is in motion.

While during research on the matter, Lt Davis and myself talked to representatives from Flock Safety who told us about their stationary camera solution. These cameras are placed in strategic locations and process all vehicle plates that pass within its view. This provides images in these locations 24x7x365 which can later be viewed by police department personnel during investigations. Lt. Davis and I determined eight locations to place cameras along 58 Hwy and N Cedar Street. The cost of 8 cameras is \$20,000.00 per year with a \$2,000.00 one-time activation fee.

Other reasons this solution would be better than a vehicle mounted unit are

1. The database is searchable from many aspects, such as vehicles with bumper stickers, vehicle types such as cars, SUVs, trucks etc.
2. Details such as roof racks, missing plates, covered plates can also be searched.
3. Officers in an area where cameras are located can log into the system and get an alert only from those cameras in that area or they can log in and get alerts from all the cameras as they occur.

4. The Flock Safety solution is the same system that the City of Raymore is currently having installed and as a partner the police departments could give each other permission to access their camera.

It is the recommendation of Lt. Davis and me, that we use the money allocated for a mobile system and put it toward the Flock Safety solution. In addition, a budget amendment would be necessary for the activation fee. This should be able to be taken out of the Public Safety Sales Tax.

Below is the Flock Safety sole source letter.

Respectfully submitted

***Lt. Norman Shriver***

Lt. Norman Shriver

# flock safety

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## **Sole Source Letter for Flock Safety ALPR Cameras and Solution**

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

### **The Flock Safety ALPR camera is the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:**

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, vehicle make and objects (roof rack, unique hubcap, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plates and vehicles with the absence of a license plate
- Ability to capture two (2) lanes of traffic simultaneously with a single camera from a vertical mass
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Wireless deployment of license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- One-of-a-kind "Transparency Portal" public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
- Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
- Only LPR provider with "Multi-Geo Search" which can connect multiple crimes across different locations to a common suspect vehicle to expedite case clearance

# flock safety

- Only LPR provider with “Convoy Analysis” which can identify suspect vehicles frequently traveling together to provide accomplice leads in serial or organized crimes
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage
- Direct integration with Axon Evidence.com (Flock is the only Axon LPR integration partner)
- Built-in integration with NCMEC to receive AMBER Alerts to find missing children
- Integration of onboard cameras on all Police Vehicles with Flock System
- Share data across Law Enforcement Departments on a National level
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Utilizes motion capture to start and stop recording without the need for a reflective plate • Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
- Privacy controls to enable certain vehicles to “opt-out” of being captured
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues
- Natively integrated audio and gunshot detection capabilities
- Covert industrial design for minimizing visual pollution
- Lifetime maintenance and support included in subscription price
- Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost
- Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation



Thank you,

Garrett Langley CEO, Flock Safety



# **SECTION VIII**

## **A**

**Minutes of the Belton City Council  
November 9, 2021  
City Hall Annex  
520 Main Street, Belton, Missouri**

Mayor Larkey called the work session to order at 6:08 p.m. The Mayor asked for the second and third items to be first.

Andrea Cunningham, City Clerk, said the 2021 Christmas on Main Public Service Agreement with Downtown Belton Main Street, Inc. (DBMS) is on the agenda tonight. DBMS has asked for an amendment to the reference regarding a movie. If the Council desires to amend this, it will need to be taken from the consent agenda for separate action. Diane Huckshorn, Belton Chamber of Commerce, said the reason for the amendment is the location of the movie.

Dave Clements, Director of Planning and Building, and Greg Rokos, Public Works Director, provided an overview of the permitting process.

Mayor Larkey said the Mayor's Task Force on Water Infrastructure met November 8, 2021. It is the recommendation of the Task Force to move forward with bonding projects and do all the work up front. Public Works will divide the project into smaller projects. Sheila Ernzen, Acting City Manager and Finance Director, said there will be two ballot questions in April to approve the bonds and to extend the capital improvement sales tax.

Padraic Corcoran, Attorney, asked if the City Council desires to participate in the global opioid settlement. The more cities that participate, the more money the state receives. There will be a motion at the November 30, 2021, Council meeting authorizing City staff to take the steps necessary to participate.

Mr. Clements said the Planning Commission discussed noise standard considerations for new developments. Staff's recommendation is to use the existing code standards and address things case-by-case. After considerable discussion, it was decided to not make any changes to this code section.

Police Chief Scott Lyons and Animal Control Officer Sara Spease presented recommended changes to the Code of Ordinances, Chapter 4, Animals. There will be an ordinance presented at the November 30, 2021, Council meeting to amend Chapter 4.

Mr. Rokos said the Public Works Committee was formed several years ago and has now outlived its purpose. There will be a resolution presented at the November 30, 2021, Council meeting to dissolve this committee.

Mr. Clements said the Planning Commission recommended approval of the Bronson Manor Final Plat. This will be coming to the Council on November 30, 2021.

Mr. Clements said the Planning Commission recommended approval of the Traditions 6<sup>th</sup> Phase Final Plat. This will be coming to the Council on November 30, 2021.

Carolyn Yatsook, Economic Development Director, said the Old Town Belton Redevelopment Corporation met and recommended approval of two Chapter 353 applications. These will be coming to the Council on November 30, 2021, as a public hearing and ordinance.

Mr. Corcoran said Google Fiber has approached the City about bringing fiber to Belton. A licensing agreement will be coming to the Council on November 30, 2021.

Chief Lyons and Ms. Spease presented recommended changes to the Code of Ordinances, Chapter 4, Animals to discourage feeding feral animals and to allow for a trap, neuter, release program. This will be part of the Chapter 4 amendment ordinance presented at the November 30, 2021, Council meeting.

Mr. Rokos presented the Hargis Gardens Drainage Improvement & Cambridge Road West Culvert Project Designs. There will be task agreements coming to the Council on November 30, 2021.

Mr. Rokos said there is an item on tonight's agenda for a Wastewater Treatment Plant aerator replacement. This is a different aerator than last meeting. The purchase is within budget.

Ms. Ernzen presented the upcoming Employee Health, Dental, Vision and New Directions EAP Renewal. Due to time constraints for open enrollment, this item is on tonight's agenda.

Being no further business, Mayor Larkey adjourned the work session at 8:03 p.m. and called the meeting to order.

Mayor Larkey led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Larkey, Rob Powell, Chet Trutzel, Dave Clark, Perry Gough, Lorrie Peek, Angela Kraft, Allyson Lawson

Councilmember absent: Tim Savage

Staff present: Sheila Ernzen, Acting City Manager and Finance Director; Padraic Corcoran, Attorney; Andrea Cunningham, City Clerk; Police Chief Scott Lyons; Fire Chief John Sapp; Carolyn Yatsook, Economic Development Director; Dave Clements, Director of Planning and Building; Greg Rokos, Public Works Director

## **CONSENT AGENDA**

Councilmember Trutzel asked the Council to please remove item E from the Consent Agenda to discuss under separate action.

Councilmember Clark moved to approve the consent agenda consisting of a motion:

- **approving the minutes of the October 26, 2021 City Council Meeting.**
- **approving the October 2021 Municipal Division Summary Report for Municipal Court.**

- **approving renewal of Cigna employer provided health insurance with an increase of 18.4%; Delta Dental employer provided dental insurance with an increase of 0%; Superior Vision employer provided vision insurance with an increase of 0%; and New Directions EAP employer provided benefit with an increase of 0% effective January 1, 2022.**
- **approving Resolution R2021-82: A resolution approving Task Agreement 2021-21 with JCI Industries, Inc. for Aerator No. 2 replacement needs at the Wastewater Treatment Facility in the not-to-exceed amount of \$69,710.00.**

Councilmember Gough seconded. All present voted in favor. Consent agenda approved.

E. Ms. Cunningham read Resolution R2021-83: **A resolution authorizing and approving a Public Services Agreement between the City of Belton, Missouri and Downtown Main Street, Inc. to provide public services support for the Mayor’s Christmas Tree Lighting and Christmas on Main in Belton, Missouri in November and December 2021 and January 2022.**

Presented by Councilmember Clark, seconded by Councilmember Trutzel. Councilmember Clark made a motion to amend R2021-83 by striking “against the Museum wall or City Hall Annex” from the relevant portion of Attachment A to the 2021 Christmas on Main Public Services Agreement by and between the City of Belton, Missouri and Downtown Belton Main Street, Inc. Councilmember Gough seconded. All present voted in favor. Motion passed. Vote on the resolution was recorded with all present voting in favor. Resolution passed.

## **REGULAR AGENDA**

Ms. Cunningham gave the final reading of Bill No. 2021-64: **An ordinance calling an election in the City of Belton, Missouri to authorize the issuance of General Obligation Bonds for streets and roads.**

Presented by Councilmember Trutzel, seconded by Councilmember Gough. Vote on the final reading was recorded:

Ayes: 8 Peek, Lawson, Trutzel, Powell, Mayor Larkey, Gough, Kraft, Clark

Noes: 0

Absent: 1 Savage

Bill No. 2021-64 was declared passed and in full force and effect as **Ordinance No. 2021-4667**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2021-65: **An ordinance of the City of Belton, Missouri, amending Chapter 3, Intoxicating Liquor, of the Code of Ordinances of the City of Belton, Missouri to conform with changes set out in Senate Bill 126.**

Presented by Councilmember Clark, seconded by Councilmember Trutzel. Vote on the final reading was recorded:

Ayes: 8 Mayor Larkey, Powell, Kraft, Trutzel, Lawson, Clark, Gough, Peek

Noes: 0

Absent: 1 Savage

Bill No. 2021-65 was declared passed and in full force and effect as **Ordinance No. 2021-4668**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2021-66: **An ordinance authorizing an agreement with Missouri Department of Social Services Family Support Division.**

Presented by Councilmember Clark, seconded by Councilmember Trutzel. Vote on the final reading was recorded:

Ayes: 8    Lawson, Powell, Trutzel, Peek, Clark, Kraft, Gough, Mayor Larkey

Noes: 0

Absent: 1    Savage

Bill No. 2021-65 was declared passed and in full force and effect as **Ordinance No. 2021-4669**, subject to Mayoral veto.

Ms. Cunningham gave the first reading of Bill No. 2021-68: **An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2022 Adopted City Budget for the purpose of appropriating ARPA funds received by the City.**

Presented by Councilmember Clark, seconded by Councilmember Gough. Councilmember Clark asked if both readings were needed tonight. Ms. Ernzen said no. Councilmember Peek asked about the part-time employees. Councilmember Peek made a motion to amend to provide \$500 to part-time employees who worked an average of 15 hours or more weekly from November 1, 2020 and are currently employed. Councilmember Clark seconded. All present voted in favor. Motion passed. Vote on the first reading was recorded with all present voting in favor except Councilmember Lawson who abstained for a perceived conflict of interest.

Ms. Cunningham gave the first reading of Bill No. 2021-69: **An ordinance of the City of Belton, Missouri, designating ward boundaries within the City of Belton, Missouri.**

Presented by Councilmember Clark, seconded by Councilmember Kraft. Mr. Corcoran said the Charter requires redistricting after a 10-year census. There will be a notice published in the North Cass Herald three times as required by state statute. Mayor Larkey said a group of councilmembers met on October 27 to discuss this. Councilmember Lawson said they didn't want to move any voting locations and no sitting councilmembers were moved. Vote on the first reading was recorded with all present voting in favor.

Ms. Cunningham gave the first reading of Bill No. 2021-70: **An ordinance amending Sections 4; 12-4(B)(1); 20-2(A); 26-5(4); 28-5(B); 32-1(4)(E); and 36-108(2) of the Unified Development Code to clarify existing standards and create new regulations deemed necessary to improve the effectiveness of the code.**

Presented by Councilmember Clark, seconded by Councilmember Powell. Vote on the first reading was recorded with all present voting in favor.

Ms. Cunningham gave the first reading of Bill No. 2021-71: **An ordinance amending Chapter 13, Article IX of the Code of Ordinances of the City of Belton, Missouri by establishing Division 7, utility vehicles, recreational off-highway vehicles, and golf carts, regulating the use of certain special vehicles in the City of Belton, Missouri; and amending Chapter 13, Article IX, Division 4, safety helmets required to conform to changes set out in house bill 1963.**

Presented by Councilmember Clark, seconded by Councilmember Gough. There was discussion about speed limits and seat belts. Councilmember Powell asked about the Raymore ordinance. Chief Lyons said the Raymore ordinance was identifying neighborhood vehicles. This is

different. Vote on the first reading was recorded with all present voting in favor except Councilmember Peek who voted no.

## **CITY COUNCIL LIAISON REPORTS**

Councilmember Lawson provided a Park report

- November 20 is the craft fair at High Blue
- The Park Department has nearly 200 participants in winter sports
- Pumpkin Palooza had an estimated 3,000 people
- Kevin Feedback was promoted to Assistant Park Director

Councilmember Powell provided a Planning Commission report for the November 8, 2021 meeting

- Approved lot split for 15812 Harris Ave
- Approved final development plan for Take 5 Oil Change and 151 Coffee on Mullen Road

## **MAYOR'S COMMUNICATIONS**

Mayor Larkey gave the State of the City speech today. It's online.

November 27, 2021 is the Mayor's Christmas Tree lighting and Christmas on Main. He asked for the Council to donate money for hot dogs.

On November 30, 2021 the Council is meeting at 5:00 p.m. to take a new Council picture.

## **CITY MANAGER'S REPORT**

November/December 2021 City Council Meetings – 6:00 p.m.

November 30, 2021 (moved from November 23, 2021)

December 14, 2021

December 28, 2021

Chief Lyons presented the new Drive Like A Neighbor campaign yard signs. People are welcome to have one for their yards, but don't put them in the right-of-way. The Police Department is working on enforcement ideas for I-49.

Councilmember Powell asked if MoDOT will be repainting the cross walks on Cedar St. Mr. Rokos said he would contact MoDOT.

Ms. Ernzen said City Hall will be painted this week.

## **COMMUNICATIONS FROM CITY COUNCIL**

Councilmember Clark thanked the city staff who participated in the trunk or treat.

At 8:39 p.m. Councilmember Gough moved to enter Executive Session to discuss confidential or privileged communications between a public governmental body or its representatives and its attorneys, according to Missouri Statute 610.021.1, and that the record be closed, and the meeting adjourned from there. Councilmember Clark seconded. The following vote was recorded:

Ayes: 8 Mayor Larkey, Peek, Trutzel, Gough, Clark, Lawson, Powell, Kraft

Noes: 0

Absent: 1 Savage

Being no further business, the meeting was adjourned following the executive session.

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Andrea Cunningham, City Clerk

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Mayor Norman K Larkey, Sr

# **SECTION VIII**

## **B**



**R2021-84**

**A RESOLUTION APPROVING A PROPERTY MANAGEMENT AGREEMENT WITH CJ REAL ESTATE, INC. FOR THE RESIDENTIAL PROPERTY LOCATED AT 615 NE 2<sup>nd</sup> STREET.**

**WHEREAS**, the City of Belton purchased the residential property located at 615 NE 2<sup>nd</sup> Street; and

**WHEREAS**, the City Council desires to rent the property as a residence until the City is ready to use the property for future development; and

**WHEREAS**, CJ Real Estate, Inc. provided the best and lowest annual quote for combined renting and management fees.

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

**Section 1.** That the City Council approves the property management agreement between the City of Belton, Missouri and CJ Real Estate, Inc. attached as **Exhibit A** and considered part of this resolution.

**Section 2.** That the Assistant City Manager is hereby authorized and directed to execute the agreement on behalf of the City.

Duly read and passed this \_\_\_\_ day of \_\_\_\_\_, 2021.

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Mayor Norman K. Larkey, Sr.

ATTEST:

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Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

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

I, Andrea Cunningham, 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 introduced at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2021, and adopted at a meeting of the City Council held the \_\_\_\_ day of \_\_\_\_, 2021 by the following vote, to-wit:

AYES:            COUNCILMEMBER:

NOES:           COUNCILMEMBER:

ABSENT:        COUNCILMEMBER:

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Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

**SUPERSEDING ADDENDUM TO**  
**PROPERTY MANAGEMENT AGREEMENT**

THIS SUPERSEDING ADDENDUM is made as of \_\_\_\_\_, 2021 by and between the City of Belton, Missouri ("City") and CJ Real Estate, Inc. ("CJ")

WHEREAS, the City and CJ entered into a Property Management Agreement ("Agreement") on \_\_\_\_\_, \_\_\_, 2021 that set forth the duties and obligations of the City and CJ regarding the leasing and management of certain property owned by the City; and

WHEREAS, the City and CJ desire to supersede certain portions of the Agreement to ensure that the same complies with Missouri law regarding the City's ability to indemnify third parties such as CJ.

THEREFORE, in consideration of the mutual covenants agreements made herein, the City and CJ agree to amend the Agreement as follows:

1. Effective \_\_\_\_\_, 2021, Section 9 of the Agreement is deleted in its entirety.
2. All other terms and conditions remained unchanged.

IN WITNESS WHEREOF, said parties hereto subscribed their names.

**CITY OF BELTON**

CITY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

**CJ REAL ESTATE, INC.**

CJ

By:  \_\_\_\_\_

Title: President \_\_\_\_\_

Date: 10-20 Time: \_\_\_\_\_

21



# Property Management Agreement

*This is a legally binding contract. If you do not understand it, consult your attorney.*

This Property Management Agreement ("Contract") is made and entered into between  
City of Belton ("Owner"), and

(Insert Brokerage Co. Name) CJ Real Estate, Inc ("REALTOR®").

(Check if applicable) ☐ This Contract supersedes and replaces in full an existing Property Management Agreement between the parties dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

For and in consideration of the mutual covenants herein contained, the parties agree as follows:

**1. DESIGNATION OF REALTOR® AND DESCRIPTION OF PROPERTY.** REALTOR® is hereby designated as the sole and exclusive agent and representative of Owner for the purpose of managing the following property (the "Property") (attach additional pages, as necessary, if more than one Property is to be managed):

615 NE 2nd St Belton MO 64012 Cass  
Street Address City Zip Code County

**2. CURRENT EXCLUSIVE REPRESENTATION AGREEMENT.** Owner (Check one)  
☐ IS ☒ IS NOT a party to any other exclusive representation agreement with respect to the management or leasing of the Property. If Owner is a party to such an exclusive representation agreement, such agreement ends (date) \_\_\_\_\_.

**3. TERM OF AGREEMENT.** This Contract shall begin on Effective Date, as defined herein and end on 11/1, 2022 ("Initial Term"); provided, however, that either party may terminate this Contract at any time after the end of 12 months after the Effective Date ("Early Termination Date") by giving to the other party not less than 30 days prior Notice of election to terminate, and the elected termination date. At the expiration of such term, this Contract, if not renewed in writing for an additional fixed period and if not terminated in writing by either party, shall be deemed a month-to-month Contract cancelable by either party on not less than 30 days prior Notice, which may be given at any time during the month; provided that any cancellation shall be effective as of the end of the calendar month during which such Notice period expires (PMG-1000N Property Management Agreement Termination Notice may be used for any such early terminations).

**4. RIGHTS AND DUTIES OF REALTOR®.**  
**A. Authority.** Unless and until Owner shall provide Notice to REALTOR® instructing otherwise, in addition to any and all other rights and duties of REALTOR® hereunder in managing the Property, REALTOR® and its representatives shall have the authority and exclusive right to (Check all that apply):  
☒ negotiate leases with existing and prospective tenants;  
☒ list the Property for lease with any multiple listing service ("MLS") in accordance with MLS Rules of Service and any agreements between REALTOR® and individual participants;  
☒ take and use photographs or videotapes of the interior and exterior of the improvements on the Property, to place a "For Lease" sign on the Property, to remove all other signs, and to otherwise advertise the Property for lease in any manner deemed wise by REALTOR®, including but not limited to (unless specified otherwise) advertising on the Internet, virtual tours, web-sites, trade journals and any other medium.

(Check one box below only if applicable) Owner understands and acknowledges that if option A is selected, consumers who conduct searches on the Internet will not see information about the Property in response to their search.

**A.** ☐ I do not want the Property to be displayed on the Internet; or  
**B.** ☐ I do not want the address of the Property to be displayed on the Internet.  
☒ allow pets to be kept at the Property (pursuant to the terms of MAR form RES-3020); and  
☒ to sign, renew, or cancel leases on behalf of Owner for the Property or any part thereof.  
Owner authorizes REALTOR® to cooperate with and offer compensation to other REALTOR®s acting pursuant to any brokerage relationship permitted by REALTOR®'s company policy set forth below, and to allow same to show the Property.

**B. Broker Cooperation and Compensation Policy.** REALTOR®'s company policy authorizes REALTOR® or its representatives to cooperate with other brokers acting pursuant to the following brokerage relationships, as defined by § 339.710 R.S.Mo. (Insert compensation amounts or percentages for "zero" below to indicate that such cooperation is authorized by REALTOR®'s company policy. Insert "N/A" below to indicate that such cooperation is not authorized, whether by company policy or otherwise).

If REALTOR®'s company policy authorizes any such cooperation, then the amount of compensation that will be offered by REALTOR® shall be as follows (indicate a specific dollar amount, or the percentage of Leasing Compensation [as defined in Paragraph 6d(2) below], that will be offered for each applicable cooperating brokerage relationship. Also specify if REALTOR®'s company policy regarding compensation differs as to brokers who are not members of REALTOR®'s local Board of REALTORS®; excludes particular brokers, whether or not members of REALTOR®'s local Board of REALTORS®; or is otherwise limited):

\$ \_\_\_\_\_ or 0 % of Leasing Compensation to subagents of REALTOR® (i.e., limited agents representing Owner);

\$ \_\_\_\_\_ or 0 % of Leasing Compensation to tenant agents (i.e., limited agents representing prospect(s));

\$ \_\_\_\_\_ or 0 % of Leasing Compensation to transaction brokers (i.e., neutral licensees representing neither party).

☐ (check only if applicable) REALTOR®'s offer of compensation is not available to brokers other than members of REALTOR®'s local Board of REALTORS®; excludes specific brokers; or is otherwise limited (explain): \_\_\_\_\_

(Note: Even if compensated by REALTOR® or Owner, it is understood that cooperating agents or brokers may represent the interests of tenants only).

60 **C. Equal Opportunity.** The Property shall be offered for lease without regard to race, color, religion, sex, handicap,  
61 familial status, national origin, sexual orientation, or gender identity, and in accordance with all local, state, and federal fair  
62 housing laws.

63 **D. Collection of Revenue.** REALTOR® shall take reasonable steps (at no out-of-pocket cost or expense to  
64 REALTOR®) to collect rents and any other payments due Owner from tenants for the Property in accordance with the terms of  
65 their tenancy, and to facilitate negotiations to expedite, compromise and settle any such actions and/or suits. Owner shall be  
66 solely responsible for any legal action required to collect rents from Tenants or otherwise enforce the terms of any lease.

67 ☐ (Check this box only if the following applies) Owner authorizes REALTOR® to collect rents and other payments due by credit  
68 card and automatic electronic withdrawal programs from checking, savings and other financial accounts. The cost and expense  
69 to establish, operate and maintain any such collection program(s), including but not limited to credit card fees, shall be borne by  
70 Owner.

71 **E. Expenses Loans and Improvements.** From the gross revenues collected, REALTOR® is authorized to:

72 (1) Pay all operating and maintenance expenses, including but not limited to utilities, cleaning, advertising,  
73 collection (e.g., costs due to returned checks), pest control and lawn care.

74 (2) Pay to any lenders designated by Owner all sums that may be due on loans affecting the Property.

75 (3) Pay for all repairs, alterations and improvements on the Property. No improvements, alterations or repair work  
76 costing more than Two Hundred and Zero/100 Dollars (\$ 200.00 ) per occurrence  
77 shall be made by REALTOR® without prior written or verbal authorization of Owner. In case of an emergency that requires  
78 immediate repairs or alterations, if Owner is not readily available for consultation, REALTOR® shall have the right to use its own  
79 discretion regarding the repairs or alterations.

80 **F. Employees and Independent Contractors.** REALTOR® is authorized to hire, supervise and terminate, on behalf  
81 of Owner (check one, both, or none, as applicable) ☒ independent contractors ☒ Property employees, reasonably required in the  
82 operation of the Property. All independent contractors shall be required to provide proof of workers' compensation and liability  
83 insurance. Any Property employees shall be employees of Owner and not of REALTOR®.

84 **G. Tenant Requests and Lease Conflicts.** Subject to the specific terms hereof, and absent contrary written  
85 instruction from Owner, REALTOR® shall handle all general tenant requests and negotiations that may arise from time to time,  
86 regarding all or any part of the Property leased by such tenant(s). To the extent any specific terms of this Contract regarding the  
87 respective rights and obligations of REALTOR® and Owner with respect to the management and operation of the Property conflict  
88 or are inconsistent with the specific terms of any lease that may hereafter be entered into with respect to all or any portion of the  
89 Property and approved of by Owner, then it is the intention of the parties hereto that the terms of any such future lease shall  
90 control and apply with respect to the premises therein demised.

91 **H. Periodic Statements of Property Income and Expenses and Payment to Owner.** REALTOR® shall maintain  
92 accurate records of all monies received and disbursed in connection with its management of the Property. Such records shall be  
93 open for inspection by Owner (at Owner's cost and expense) at all reasonable times. REALTOR® shall also render to Owner  
94 (check one) ☒ monthly ☐ quarterly ☐ annual written statements of Property income and expenses. At such time, REALTOR®  
95 shall pay to Owner the net amount of any funds due Owner, after REALTOR® has deducted all authorized expenses relating to  
96 the management and operation of the Property, including any compensation due REALTOR® as set forth herein, from the funds  
97 collected on behalf of Owner. Owner agrees that REALTOR® may retain a reserve of not less than \$ 400 in  
98 REALTOR®'s property management account for payment of expenses and liabilities as set forth herein.

99 **I. Rents, Prepaid Rents Security and Pet Deposits.**

100 (1) Rents and prepaid rents shall be received and held by (check one) ☐ Owner ☒ REALTOR®. Security and pet  
101 deposits shall be received and held by (check one) ☒ Owner ☐ REALTOR®. All security and pet deposits received by  
102 REALTOR® and any rent other than current rent received shall be held by REALTOR® and maintained and kept in an escrow  
103 account other than REALTOR®'s property management escrow account, pursuant to §339.105 RSMo., unless all parties (Owner,  
104 REALTOR® and tenant(s)) having an interest in the funds agree otherwise in writing. REALTOR® may hold security and pet  
105 deposits, rents and prepaid rent in an interest bearing account and interest earned shall be paid to (check one) ☐ Owner  
106 ☒ REALTOR®. All current rent and any money received from Owner or on Owner's behalf for payment of expenses related to  
107 management of the Property shall be deposited and maintained in REALTOR®'s property management escrow account.

108 (2) [Check (a) or (b)]

109 ☒ (a) Owner represents that Owner has not received and is not now holding any security or pet deposit.

110 ☐ (b) Owner received and is holding the following security and pet deposit(s). (Attach list to identify amount of  
111 each deposit and tenant who made the same). All such amounts will be held as required by applicable law.

112 **5. CONSENT TO BROKERAGE RELATIONSHIPS.**

113 **A. Landlord's Agency as Starting Point; Effect of In-House Sales.** Pursuant to this Contract,  
114 REALTOR® will initially be acting in the capacity of Owner's agent, with the duties and obligations of a landlord's agent under  
115 Missouri law as set forth following the parties' signatures below. However, Owner acknowledges that from time to time, a  
116 prospective tenant may engage REALTOR® to act in one of several possible capacities with respect to that tenant, depending on  
117 what brokerage relationships are permitted by REALTOR®'s office policy. The following subsections describe circumstances  
118 where Missouri law may permit or require a conversion of REALTOR®'s brokerage relationship with Owner to a different  
119 brokerage relationship. Complete each subsection. Disclosure of any conversion to a different brokerage relationship shall be  
120 made upon its occurrence as may be required by rule or regulation.

**B. Conversion to Dual Agency Where REALTOR® Is Engaged by Tenant to Act as Tenant's Agent.** If a prospective tenant has engaged REALTOR® to act in the capacity of tenant's agent, Missouri law permits REALTOR® to show the Property to and otherwise represent the buyer, as a dual agent representing both Owner and the tenant, with the written consent of all parties. In such case, REALTOR® may act as a dual agent with the duties and obligations of a dual agent under Missouri law as set forth following the parties' signatures below.

Does Owner consent to REALTOR® representing both Owner and a tenant as a dual agent? (Check one of the following): ☒ Yes ☐ No ☐ Not applicable because dual agency is not offered by REALTOR®'s company policy.

**C. Designated Agents for Landlord and Tenant; Possible Conversion to Dual Agency or Transaction Brokerage.** Missouri law permits REALTOR® to appoint one or more licensees affiliated with REALTOR® as designated agents to the exclusion of all other affiliated licensees.

Does Owner consent to REALTOR®'s appointment of designated agent(s)? (Check one of the following):

☒ Yes ☐ No ☐ Not applicable because designated agency is not offered by REALTOR®'s company policy.

An individual broker, designated broker or office manager/supervising broker affiliated with REALTOR® shall not be considered to be a dual agent or transaction broker solely because such broker has appointed one or more affiliated licensee(s) to represent Owner to the exclusion of all other affiliated licensees of REALTOR®; however, any licensee who personally represents both Owner and the tenant in the same transaction shall be a dual agent or a transaction broker. Further, if such broker supervises the licensees for both sides of a transaction, that broker will be a dual agent or a transaction broker upon learning confidential information about either party to a transaction or upon being consulted by any licensee involved in the transaction. Also, when the broker supervises the licensee representing or assisting one (1) side of the transaction and personally represents or assists the other side, that broker will be a dual agent or a transaction broker. Any such broker or licensee shall be required to comply with the provisions regarding dual agent or transaction brokers under Missouri law as set forth following the parties' signatures below.

**D. Conversion to Transaction Brokerage Where REALTOR® Is Engaged by Tenant to Act as Tenant's Agent or Transaction Broker.** If a prospective tenant has engaged REALTOR® to act in the capacity of tenant's agent or transaction broker, Missouri law permits REALTOR® to show the Property and otherwise assist the tenant as a transaction broker assisting both Owner and the tenant without an agency relationship to either of them, with the written consent of all parties. In such case REALTOR® may act as a transaction broker with the duties and obligations of a transaction broker under Missouri law as set forth following the parties' signatures below. **Note:** If REALTOR® wishes to convert to transaction brokerage but Owner does not consent to such conversion, then REALTOR® may without liability withdraw from representing Owner. Such withdrawal shall not prejudice the ability of REALTOR® to continue to represent the other client in the transaction or limit REALTOR® from representing Owner in another transaction not involving transaction brokerage.

Does Owner consent to REALTOR® assisting both Owner and a tenant as a transaction broker? (Check one of the following): ☒ Yes ☐ No ☐ Not applicable because transaction brokerage is not offered by REALTOR®'s company policy.

**E. Designated Transaction Broker for Landlord and Tenant.** Missouri law permits REALTOR® to appoint one or more licensees affiliated with REALTOR® as designated transaction broker(s) to assist Owner without an agency relationship, to the exclusion of all other affiliated licensees.

Does Owner consent to REALTOR®'s appointment of designated transaction broker(s)? (Check one of the following): ☒ Yes ☐ No ☐ Not applicable because designated transaction brokerage is not offered by REALTOR®'s company policy.

**6. RESPONSIBILITIES OF OWNER.** Duties and responsibilities of Owner under this Contract include:

**A. Furnish Documents.** Furnish REALTOR® all documents and records required to properly manage the Property, including but not limited to Owner tax identification number(s), non-foreign ownership certification and related forms (e.g., W-9, 1099), copies of all leases, status of rental payments, loan payment information and existing service contracts. Owner acknowledges having read and approved the information contained in the Property Data Form (if any) regarding the Property, and that REALTOR® is authorized to rely upon said information in advertising and promoting the Property. Owner (check one) ☒ DOES ☐ DOES NOT agree to complete and deliver to REALTOR® a Disclosure Statement form. Owner authorizes REALTOR® to provide to prospects any such Disclosure Statement and information contained in any such Property Data Form. Owner represents that all information in the Disclosure Statement and Property Data Form (if any) is (or when delivered will be) true and accurate to the best knowledge of Owner, and that Owner will fully and promptly disclose in writing to REALTOR® any new information pertaining to the Property that is discovered by or made known to Owner at any time during the term of this Contract and constitutes an adverse material fact or would make any existing information in the Disclosure Statement or Data Form false or materially misleading, and to sign such revised form(s) as may be necessary. Owner further agrees to promptly furnish REALTOR® with all inspection reports (if any) regarding the Property, and authorizes REALTOR® to disclose and provide such reports to prospects.

**B. Insurance Policies.** Furnish REALTOR® with the name, address and telephone number of the agent and underwriter for each insurance policy, policy number and, upon request, with copies of all insurance policies from time to time carried by Owner during the term of this Contract and any endorsement(s) called for herein or by the terms of any lease agreement entered into, together with written authorization (if needed) for REALTOR® to communicate with the insurer. Owner agrees to carry fire and extended coverage insurance, and bodily injury, property damage and personal injury public liability insurance in limits as required pursuant to any lease agreement entered into, but in any event not less than \$300,000.00, and to name REALTOR® as an additional insured party.

**C. Reimbursement of Advancements.** Reimburse REALTOR®, on demand, all monies advanced by REALTOR® for account of Owner in carrying out the purposes of this Contract; it being understood that REALTOR® is not obligated to advance any money hereunder.

**D. Compensation Due REALTOR®.** To pay REALTOR® for services as follows:

(1) **For Management.** 8 % of the gross amount of money received from the operation of the Property during the term of this Contract, however, in no event less than \$ n/a (check one) per ☒ month ☐ quarter ☐ year. REALTOR® shall also receive a minimum fee of \$ n/a, per unit, for each month that any such unit is not leased.

187 (2) **For Leasing.** For each time a unit is leased REALTOR® shall receive 50 % of the first full month's rent  
188 for each rental unit, or n/a % of the total rent for the entire term of the lease, whichever is greater ("**Leasing**  
189 **Compensation**").

190 (3) **Termination Fee on Sale of Property.** If Owner sells the Property during the term of this Contract, Owner  
191 shall pay REALTOR® at the time of the closing of the sale a termination fee of \$0. Thereupon, this Contract shall  
192 terminate. Owner, however, shall be required to give REALTOR® prior Notice as provided for in §3.

193 (4) **Additional Fees.** Forfeited rent, deposits and fees charged for the following shall be split as indicated:  
194 Rents: 8 % REALTOR® 92 % Owner Return check fee: 100 % REALTOR® 0 % Owner  
195 Security/Pet Deposits: 0 % REALTOR® 100 % Owner Lease Amendment fees: 25 % REALTOR® 0 % Owner  
196 Late Rent Fees: 50 % REALTOR® 50 % Owner After Hours Service: 100 % REALTOR® 0 % Owner  
197 Subleasing fees: 0 % REALTOR® 0 % Owner Other [specify \$3.00 per unit per month for emergency  
maintenance call answering services]: \_\_\_\_\_ % REALTOR® \_\_\_\_\_ % Owner

198 **7. TAXES AND INSURANCE.** (Check one box, as applicable, for both "a" and "b" below)

199 **A.** ☒ Owner ☐ REALTOR® shall pay any real property taxes and other taxes levied and assessed against the  
200 Property. If REALTOR® is to pay taxes pursuant to this paragraph, REALTOR® shall withhold from gross revenues an amount  
201 equal to the estimated annual taxes and then pay such taxes from this reserve prior to delinquency.

202 **B.** ☒ Owner ☐ REALTOR® shall pay the premiums for fire and extended coverage and liability insurance. If  
203 REALTOR® is to pay the insurance premiums, then REALTOR® shall withhold from gross revenues an amount equal to the  
204 estimated annual insurance payments and then pay such premiums from this reserve prior to delinquency.

205 **8. CONFORMITY WITH THE LAW.** Landlord hereby represents to REALTOR® that the Property is in full compliance with  
206 the requirements of all applicable laws. REALTOR® is hereby authorized to take such actions as REALTOR® deems appropriate  
207 to comply with such laws.

208 **9. INDEMNIFICATION OF REALTOR®.** Except for the willful and reckless misconduct and gross negligence of  
209 REALTOR®, Owner agrees to indemnify and defend REALTOR® against all costs, expenses, bad checks, losses because of a  
210 tenant's bankruptcy, attorney's fees, suits, liabilities and any other damages, arising from or connected in any way with the  
211 operation or management of the Property by REALTOR® or the performance or exercise of any of the duties, obligations or  
212 powers herein granted to REALTOR®, including the costs of defense.

213 **10. MISCELLANEOUS AGREEMENTS.**

214 **A.** Owner reserves the right to change, upon Notice to REALTOR®, the acceptable terms of any future lease(s) of the  
215 Property, including but not limited to terms regarding rental rates, security and pet deposit amounts and arrangements for repairs.  
216 Initial rental rates and security and pet deposit amounts set by Owner are: (attach additional pages, as necessary, if more than  
217 one Property is to be managed):

218 **Rental rate:** \$to be determined

219 **Security and Pet Deposit amounts:** \$to be determined

220 **B.** The parties specifically acknowledge and agree that (check one):

221 ☒ Owner ☐ REALTOR® or ☐ tenant shall be responsible to maintain (or cause to be maintained) any lawn at the Premises

222 ☐ Owner ☐ REALTOR® or ☒ tenant shall be responsible for snow and ice removal from the Property.

223 **C.** When REALTOR® deems advisable for the showing of prospective tenants, for service or repairmen or protecting  
224 unoccupied or vacant units, REALTOR® may have utilities turned on (to be paid by Owner).

225 **D.** REALTOR® shall not be held responsible for handling or making any governmental agency reports for Owner, nor  
226 held responsible to meet any government requirements.

227 **E.** If REALTOR® also has a listing agreement with Owner for the sale of the Property at any time during the term of this  
228 Contract, if any tenant procured by REALTOR® shall enter into a contract or exercise an option to purchase the Property from  
229 Owner during the term of the lease, then Owner agrees to compensate REALTOR® in accordance with the listing contract. If the  
230 lease includes an option to purchase and separate consideration is paid for the option, Owner agrees that if the option is not  
231 exercised the consideration shall be divided equally between Owner and REALTOR®; provided that REALTOR® shall in no event  
232 receive any money for services greater than the amount of the agreed compensation.

233 **11. NOTICES.** For purposes for this Contract, any notice, consent, approval or demand required to be made under the  
234 terms hereof ("**Notice**") shall be in writing and, until changed by at least fifteen (15) days prior Notice to the other party, shall be  
235 addressed to REALTOR® or Owner (as the case may be) at the address set forth on the signature page of this Contract. Notice  
236 to either party may also be sent via other means (including personal delivery, courier or messenger service or as permitted or  
237 required under applicable law). Any such Notice shall be deemed to have been duly given when actually received by the intended  
238 recipient (or as provided under applicable law). Refusal to accept service of a Notice shall constitute delivery of Notice.

239 **12. BINDING EFFECT.** This Contract shall be binding upon the parties hereto, upon the successors and assigns of  
240 REALTOR®, and the heirs, personal representatives, successors and assigns of Owner. The undersigned warrant(s) that they are  
241 the sole owner(s), or the sole authorized representative(s) of the owner(s), of the Property, with legal authority to contract for its  
242 management; it being understood and agreed, however, that if there is more than one Owner of the Property, that the first person  
243 or entity identified as Owner on the signature page of this Contract is hereby authorized to act on behalf of all other persons and  
244 entities holding an ownership interest in the Property, and to give and receive all Notices required or permitted hereunder on  
245 behalf of all such Owner(s) (at the address set forth on the signature page of this Contract).

246 **13. LEAD-BASED PAINT DISCLOSURE.** (Check A or B)

247 ☐ **A.** Owner represents and warrants that the sale or lease of the Property is exempt from the disclosure obligations  
248 under 42 U.S.C. 4852d because (1) the Property is not residential real property, (2) the Property was constructed in 1978  
249 or later, or (3) other (Describe) \_\_\_\_\_  
250

- ☒ **B.** The sale or lease of this Property is not exempt from the disclosure obligations under 42 U.S.C. 4852d.  
(Attach Lead-Based Paint Disclosure Form)

**14. MINIMUM BROKERAGE SERVICES (\$339,780.7 RSMo.).** Owner acknowledges having read the applicable "Duties and Obligations" on the following pages of this form, and that pursuant to Missouri law, REALTOR®, through its designated broker and/or through one or more affiliated licensees, shall provide, at a minimum, the following services:

1. Accept delivery of and present to Owner or customers offers and counteroffers to lease the Property;
2. Assist Owner or customers in developing, communicating, negotiating and presenting offers, counteroffers, and notices that relate to the offers and the counteroffers until a lease agreement is signed and all contingencies are satisfied or waived; and
3. Answer Owner or customer questions relating to the offers, counteroffers, notices and contingencies.

**15. FRANCHISE DISCLOSURE.** Although REALTOR® may be a member of a franchise, the franchisor is not responsible for the acts of REALTOR®.

**16. TRANSACTION INFORMATION.** Permission is hereby granted by Owner for REALTOR® to provide information of any transaction consummated pursuant hereto, including but not limited to rental rates, lease term and Property address, to any multi-listing service, local Association or Board of REALTORS®, its members, member's prospects, appraisers and other professional users of real estate data.

**17. ANTI-TERRORISM.** Each Owner represents and warrants that such party is not, and is not acting, directly or indirectly, for or on behalf of any person or entity, named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) or with whom REALTOR® is prohibited to do business with under anti-terrorism laws.

**18. SIGNATURES.** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing or amending this Contract, or delivering a Notice pursuant hereto, a document signed and/or transmitted by any electronic form deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine, digital signature, or a scanned image, such as a pdf via e-mail is to be treated as an original signature and document. At the request of any party, the others will confirm facsimile or scanned image signatures by signing an original instrument. Owner and REALTOR® expressly acknowledge and agree that changes to this Contract may be made via the email addresses set forth below (mark the e-mail address lines "N/A" or "Not Authorized" if not so authorized).

**19. SPECIAL AGREEMENTS.**

1. Owners are responsible to keep a utility (water, gas and electric) revert in their name for those instances where a tenant moves out so the utilities stay on to ensure work can get completed and, in the case of winter, water lines do not freeze. If needed, our office can assist getting you the necessary forms. You will need to let us know if you need help by emailing Christy at [cjones@cjproperties.org](mailto:cjones@cjproperties.org).

**20. Effective Date.** The "Effective Date" shall be the date of final acceptance hereof, as indicated by the date adjacent to the signature of the last party to sign this Contract or (specify if otherwise) 10/20/21.

**PROPERTY MANAGEMENT AGREEMENT ACCEPTED**

By signing below, Owner indicates that Owner has ACCEPTED this Contract and acknowledges receipt of one (1) copy hereof. Owner also confirms receipt of the Missouri Real Estate Commission Broker Disclosure Form on or before signing this Contract, or upon REALTOR®'s obtaining any personal or financial information, whichever occurred first.  
**Note: All Owners must sign this Contract.** (Add additional signature pages if needed).

Owner: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Date: 10/20/21  
Owner: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

CJ Real Estate, Inc.  
REALTOR®'s Firm Name  
By:   
Print Name: James Jones  
Title: President/CEO  
Address: 1850 N 7 Highway  
Blue Springs Mo 64014  
Phone: 816-224-7911  
Email: jjones@cjproperties.org  
Fax: 816-224-7921  
Date: 10/20/21

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made.  
Last Revised 12/31/18.

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### **SELLER'S (OR LANDLORD'S) AGENT'S DUTIES AND OBLIGATIONS (§339.730, RSMo.)**

1. A licensee representing a seller or landlord as a seller's agent or a landlord's agent shall be a limited agent with the following duties and obligations:

(A) To perform the terms of the written agreement made with the client;

(B) To exercise reasonable skill and care for the client;

(C) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:

(i) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for sale or to seek additional offers to lease the Property while the Property is subject to a lease or letter of intent to lease;

(ii) Presenting all written offers to and from the client in a timely manner regardless of whether the Property is subject to a contract for sale or lease or a letter of intent to lease;

(iii) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee; and

(iv) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which are beyond the expertise of the licensee.

(D) To account in a timely manner for all money and property received;

(E) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations promulgated pursuant to those sections; and

(F) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.

2. A licensee acting as a seller's or landlord's agent shall not disclose any confidential information about the client unless disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action shall arise against a licensee acting as a seller's or landlord's agent for making any required or permitted disclosure.

3. A licensee acting as a seller's or landlord's agent owes no duty or obligation to a customer, except that a licensee shall disclose to any customer all adverse material facts actually known or that should have been known by the licensee. A seller's or landlord's agent owes no duty to conduct an independent inspection or discover any adverse material facts for the benefit of the customer and owes no duty to independently verify the accuracy or completeness of any statement made by the client or any independent inspector.

4. A seller's or landlord's agent may show alternative properties not owned by the client to prospective buyers or tenants and may list competing properties for sale or lease without breaching any duty or obligation to the client.

5. A seller or landlord may agree in writing with a seller's or landlord's agent that other designated brokers may be retained and compensated as subagents. Any designated broker acting as a subagent on the seller's or landlord's behalf shall be a limited agent with the obligations and responsibilities set forth in subsections 1 to 4 of this section.

### **DUAL AGENT'S DUTIES AND OBLIGATIONS (§339.750 RSMo.)**

A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the following duties and obligations:

1. Except as provided below, a dual agent may disclose any information to one client that the licensee gains from the other client if the information is material to the transaction unless it is confidential information as defined in section 339.710(8), R.S.Mo.

2. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information pertains:

(A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the Property;

(B) That a seller or landlord is willing to accept less than the asking price or lease rate for the Property;

(C) What the motivating factors are for any client buying, selling, or leasing the Property;

(D) That a client will agree to financing terms other than those offered; and

(E) The terms of any prior offers or counter offers made by any party.

3. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.

4. In a dual agency relationship there shall be no imputation of knowledge or information between the client and the dual agent or among persons within an entity engaged as a dual agent.

### **TRANSACTION BROKER'S DUTIES AND OBLIGATIONS (§339.755 RSMo.)**

1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.
2. A transaction broker shall have the following duties and obligations:
  - (A) To perform the terms of any written or oral agreement made with any party to the transaction;
  - (B) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:
    - (i) Presenting all written offers and counteroffers in a timely manner regardless of whether the Property is subject to a contract for sale or lease or a letter of intent unless otherwise provided in the agreement entered with the party;
    - (ii) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the transaction broker knows but the specifics of which are beyond the expertise of such broker;
    - (iii) Accounting in a timely manner for all money and property received;
    - (iv) To disclose to each party to the transaction any adverse material facts of which the licensee has actual notice or knowledge;
    - (v) Assisting the parties in complying with the terms and conditions of any contract;
    - (vi) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.
3. The following information shall not be disclosed by a transaction broker without the informed consent of the party or parties disclosing such information to the broker:
  - (A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the Property;
  - (B) That a seller or landlord is willing to accept less than the asking price or lease rate for the Property;
  - (C) What the motivating factors are for any party buying, selling or leasing the Property;
  - (D) That a seller or buyer will agree to financing terms other than those offered;
  - (E) Any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.
4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts for the parties.
5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.
6. A transaction broker may do the following without breaching any obligation or responsibility:
  - (A) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;
  - (B) List competing properties for sale or lease;
  - (C) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;
  - (D) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same or for different parties in other real estate transactions.
7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is no imputation of knowledge or information by operation of law between any party and the transaction broker or between any party and any person within an entity engaged as the transaction broker if the transaction broker is an entity.
8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency relationship.
9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are met.
10. Nothing in this section alters or eliminates the responsibility of a broker as set forth in this section for the conduct and actions of a licensee operating under the broker's license.
11. A transaction broker shall:
  - (A) Comply with all applicable requirements of sections 339.710 to 339.860, subsection 2 of section 339.010 and all rules and regulations promulgated pursuant to such sections; and
  - (B) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair housing and civil rights statutes and regulations.

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# *CJ Real Estate, Inc.*

Corporate Mailing Address:  
1850 NW State Route 7  
Blue Springs, MO 64014  
(816) 224-7911

## Welcome to CJ Real Estate, Inc./Results Real Estate Services, LLC

We're so glad to have the opportunity of you considering joining the team! This guide is meant to provide specific information to help you get to know our company, processes and team. As the President/CEO, I believe quality customer service starts at the top. I am always available to all owners/investors anytime to help in any way I can. You can get even more information and testimonials on our website at [www.cjproperties.org](http://www.cjproperties.org). My direct contact information is 816-224-7911 ext 126 or [jjones@cjproperties.org](mailto:jjones@cjproperties.org).

## Our Mission

CJ Real Estate, Inc. strives to provide a high level of customer service at an affordable price. We keep our costs low so we can pass those savings on to our customers in the form of lower commissions. Our system is continually evolving with modern technology geared to provide our owners and tenants with the latest in property management innovations.

CJ Real Estate, Inc. is a full-service real estate brokerage & property management company specializing in investment real estate. We have spent years developing methods and systems to keep owner costs low, vacancy rates low and profits high and we are constantly pursuing new methods and technology to keep ahead of our competition. In addition, we have a sizable investor base constantly looking for investment acquisitions.

## The Team

Below is your Kansas City Area team ready to help you:

## General Office/Contact Information

- ❑ **Christy Jones**, Owner [cjones@cjproperties.org](mailto:cjones@cjproperties.org)
- ❑ **Kyle Jones**, Vice-President Accounts Payable Manager, [kjones@cjproperties.org](mailto:kjones@cjproperties.org)
- ❑ **Brittany Jones**, Vice President Office Operations, [bjones@cjproperties.org](mailto:bjones@cjproperties.org)
- ❑ **Heather Lee**, Executive Assistant, [hlee@cjproperties.org](mailto:hlee@cjproperties.org)
- ❑ **Jackie Bills**, Business Development, [jbills@cjproperties.org](mailto:jbills@cjproperties.org)
- ❑ **Joelle Scheffler**, Columbia Divisional Manager, [jscheffler@cjproperties.org](mailto:jscheffler@cjproperties.org)

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### **Collection/Customer Services**

- ❑ **Michelle Sherry**, Customer Service/Collection Manager, msherry@cjproperties.org
- ❑ **Corby Jones**, Collection Representative, corbyqjones@cjproperties.org
- ❑ **Michelle Johnson**, Collection Representative, mjohnson@cjproperties.org
- ❑ **Annette Tindall**, Bad Debt Representative, atindall@cjproperties.org

### **Leasing/Marketing**

- ❑ **Renee Pyne**, Director of Leasing/Marketing, rcorwin@cjproperties.org
- ❑ **Dawn Anderson**, Marketing danderson@cjproperties.org
- ❑ **Leasing Department**, leasingdepartment@cjproperties.org

### **Maintenance**

- ❑ **Ryan Jones**, Vice President Maintenance Operations, rjones@cjproperties.org
- ❑ **Matt Meyer**, General Manager, mmeyer@cjproperties.org
- ❑ **Christina Sullivan**, Admin Assistant, csullivan@cjproperties.org
- ❑ **Alex Peck**, Admin Assistant, apeck@cjproperties.org
- ❑ **Erika Dixon**, Admin Assistant, edixon@cjproperties.org
- ❑ **Robert Barrett**, Project Manager, rbarrett@cjproperties.org
- ❑ **Mike Foster**, Field Supervisor, mfoster@cjproperties.org

### **Property Managers**

- ❑ **Aaron McCord**, Property Inspector, amccord@cjproperties.org
- ❑ **Ben Wiltshire**, Property Inspector, bwiltshire@cjproperties.org
- ❑ **Cynthia Smith**, Property Inspector, bsmith@cjproperties.org
- ❑ **Shari Smith**, Property Inspector, ssmith@cjproperties.org

## **Summary of Services**

- ❑ 8% of the monthly rent for the management fee
- ❑ 1/2 month rent to lease up a vacant property
- ❑ Zero lease renewal fee--**Free**
- ❑ \$45 monthly advertising while vacant to over 50 Internet sites
- ❑ \$3 monthly fee (per month, not per call) for after-hours emergency call answering services
- ❑ Zero transfer or setup fees--**Free**
- ❑ End of year 1099--**Free**
- ❑ End of year profit/loss summary for taxes--**Free**
- ❑ Access to online portal, owners can send in funds, run special reports, see copies of paid bills, copies of lease agreements, etc.--**Free**

- 
- ❑ Monthly rental distributions sent on the 11th of each month--**Free to Owners**
  - ❑ Renters' legal liability program. Paid by new tenants and covering the property for tenant caused damages up to \$100,000—**Free to Owners.**
  - ❑ Evictions are zero fees to owners for our staff time. The only fee to an owner is the actual legal costs. We charge nothing for our time to go to court on your behalf—**Free, legal costs only**
  - ❑ Move out inspections with detailed make ready estimates and pictures--**Free to owner**
  - ❑ Tenant Screening (verification of residency and employment, payroll verification and criminal history)
  - ❑ Maintenance available 24-hours a day and call takers available 24 hours a day..
  - ❑ Lawn care available, if needed.
  - ❑ Bad Debt recovery services where our collectors aggressively pursue tenants that have left owing money via skip tracing, garnishments, etc. If this service is needed our debt collection department will reach out to each owner and discuss what options are available.
  - ❑ We provide multiple forms of automatic communications to keep you informed about your property without having to be there. For example, weekly email notifications of vacancy rental showing activity, email notifications anytime a work order is created, email notification once a tenant has given notice to vacate, notices of pending rental applications, etc.--**Free to owner.**

### **Optional Services:**

- ❑ Semi-annual detailed property inspections \$100 each. There are no fees for move in or move out inspections
- ❑ Spring & Fall preventative maintenance....these will be emailed in the Spring and Fall on a variety of preventative services. All are optional
- ❑ Major Projects, Rehabs & Renovation Management. CJ Real Estate is willing to manage renovations and large make ready projects through our general contracting partners. We keep an “approved contractor list” available at all times to ensure we can handle any project that comes our way from vendors we have negotiated reduced pricing. Since this is outside our normal property management services, a negotiated project management fee is charged for these major jobs.
- ❑ Make Ready Turns and General Maintenance. When you manage as many properties as we do, you need to have a team of handymen that can travel the city every day and help our current residents with their maintenance needs. We've tried to do this many different ways and we've found that it is best to employ the handymen so we can control their schedules every day. The other reason why we have chosen to employ these guys is that it is very hard to schedule with vendors on such small jobs and maintain a high level of quality. **Owners are not required to use our maintenance services.**

## **ONBOARDING TASKLIST**

- ❑ Sign into the online portal and complete the management agreement documents
- ❑ Send over copies of any lease, application and other related documents regarding the tenant(s)--if occupied
- ❑ Let us know how to get copies of keys
- ❑ Landlord's insurance policy. Add our company as an additional insured.
- ❑ Work with our office to get utility reverts in your name for times when the property is vacant (These are accounts that will auto-revert back to your name when the unit becomes vacant, eliminating re-activation fees and gaps in service.)

- 
- Provide Unit Details for Proper Marketing (i.e) Bedrooms, baths, garage , appliances Updates to the property
  - Provide information if known : Washer /dryer hookups, Paint colors, flooring types
  - Home Warranty information if any
  - If property has a Homes association , please provide Contact and By Laws, and rules
  - Please provide any additional information that we need to know that is specific to your property

## **Office Locations**

Kansas City Metro, St Louis Metro, Columbia

### Other Agency Relationships

Missouri law does not prohibit written agency agreements which provide for duties exceeding that of a limited agent described in this pamphlet.

This brokerage authorizes the following relationships:

- ☐ Seller's Limited Agent
- ☐ Landlord's Limited Agent
- ☐ Buyer's Limited Agent
- ☐ Tenant's Limited Agent
- ☐ Sub-Agent
- ☐ Disclosed Dual Agent
- ☐ Designated Agent
- ☒ Transaction Broker
- ☐ Other Agency Relationship

Broker or Entity Name and Address

CJ Real Estate, Inc  
1850 NW State Route 7  
Blue Springs, MO 64014

## MISSOURI BROKER DISCLOSURE FORM



This disclosure is to enable you, a prospective buyer, seller, tenant or landlord of real estate, to make an informed choice BEFORE working with a real estate licensee.

Missouri law allows licensees to work for the interest of one or both of the parties to the transaction. The law also allows the licensee to work in a neutral position. How the licensee works depends on the type of brokerage service agreements involved. Since the sale or lease of real estate can involve several licensees, it is important that you understand what options are available to you regarding representation and to understand the relationships among the parties to any transaction in which you are involved.

Missouri laws require that if you want representation, you must enter into a written agreement. This may or may not require you to pay a commission. You do not need to enter into a written agreement with a transaction broker unless you intend to compensate this licensee. These agreements vary and you may also want to consider an exclusive or nonexclusive type of relationship.

If you choose not to be represented by an agent, the licensee working with you may be working for the other party to the transaction.

Prescribed by the Missouri Real Estate Commission as of January, 2005

## CHOICES AVAILABLE TO YOU IN MISSOURI

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### Seller's or Landlord's Limited Agent

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Duty to perform the terms of the written agreement made with the seller or landlord, *to exercise reasonable skill and care for the seller or landlord, and to promote the interests of the seller or landlord* with the utmost good faith, loyalty and fidelity in the sale, lease, or management of property.

Information given by the buyer/tenant to a licensee acting as a Seller's or Landlord's Limited Agent will be disclosed to the seller/landlord.

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### Buyer's or Tenant's Limited Agent

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Duty to perform the terms of the written agreement made with the buyer or tenant, *to exercise reasonable skill and care for the buyer or tenant and to promote the interests of the buyer or tenant* with the utmost good faith, loyalty and fidelity in the purchase or lease of property.

Information given by the seller/landlord to a licensee acting as a Buyer's or Tenant's Limited Agent will be disclosed to the buyer/tenant.

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### Sub-Agent (Agent of the Agent)

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Owes the same obligations and responsibilities as the Seller's or Landlord's Limited Agent, or Buyer's or Tenant's Limited Agent.

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### Disclosed Dual Agent

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With the written consent of all parties, represents both the seller and the buyer or the landlord and the tenant.

*A Disclosed Dual Agent may disclose any information to either party that the licensee gains that is material to the transaction.*

A dual agent may not disclose information that is considered confidential, such as:

- Buyer/Tenant will pay more than the purchase price or lease rate
- Seller/Landlord will accept less than the asking price or lease rate
- Either party will agree to financing terms other than those offered
- Motivating factors for any person buying, selling or leasing the property
- Terms of any prior offers or counter offers made by any party.

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### Designated Agent

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Acts as your specific agent, whether you are a buyer or tenant, or seller or landlord. When the broker makes this appointment, the other real estate licensees in the company do not represent you.

There are two exceptions with both resulting in dual agency:

1. The agent representing you as a buyer or tenant is also the agent who listed the property you may want to buy or lease.
2. The supervising broker of two designated agents becomes involved in the transaction.

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### Transaction Broker

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Does not represent either party, therefore, does not advocate the interest of either party.

A transaction broker is responsible for performing the following:

- Protect the confidences of both parties
- Exercise reasonable skill and care
- Present all written offers in a timely manner
- Keep the parties fully informed
- Account for all money and property received
- Assist the parties in complying with the terms and conditions of the contract
- Disclose to each party of the transaction any adverse material facts known by the licensee
- Suggest that the parties obtain expert advice.

A transaction broker shall not disclose:

- Buyer/Tenant will pay more than the purchase or lease price
- Seller/Landlord will accept less than the asking or lease price
- Motivating factors of the parties
- Seller/Buyer will accept financing terms other than those offered.

A transaction broker has no duty to:

- conduct an independent inspection of, or discover any defects in, the property for the benefit of either party
- conduct an independent investigation of the buyer's financial condition.



# **SECTION VIII**

## **C**

**R2021-85**

**A RESOLUTION OF THE BELTON CITY COUNCIL DISSOLVING THE PUBLIC WORKS ADVISORY COMMITTEE.**

**WHEREAS**, the City of Belton Public Works Advisory Committee was established on September 27, 2011, via Resolution 2011-48 to increase dialogue with the community and serve as an advisory panel to the Public Works Department and the City concerning Public Works services; and

**WHEREAS**, the Belton Public Works Advisory Committee completed its work in 2019 by proposing improvements and new initiatives, including assistance with the Public Works master plans (i.e., roads, water, and stormwater) which now provide guidance and direction for improvements and needed initiatives; and

**WHEREAS**, the City Council expresses its great appreciation to the members of the Belton Public Works Advisory Committee for their efforts and achievements since the formation of the Committee.

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

**SECTION 1.** The Public Works Advisory Committee is hereby dissolved.

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

**SECTION 3.** That all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.

Duly read and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

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

I, Andrea Cunningham, 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 introduced at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, and adopted at a meeting of the City Council held the \_\_\_\_ day of \_\_\_\_\_, 2021 by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

---

Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

# **SECTION VIII**

## **D**

**R2021-86**

**A RESOLUTION APPROVING TASK AGREEMENT 2021-10, AMENDMENT 1 WITH WILSON AND COMPANY TO PROVIDE PROFESSIONAL ADDITIONAL DESIGN SERVICES FOR THE HARGIS GARDENS DRAINAGE IMPROVEMENTS PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$221,368.00 INCREASING THE TOTAL COST TO \$623,244.00.**

**WHEREAS**, as part of the stormwater improvements passed in 2019, several individual stormwater studies have been completed. Council approved Task Agreement 2021-10 with Wilson and Company (Wilson) in the amount of \$401,876.00 on June 22, 2021 (R2021-53) to complete a watershed design for drainage improvements in the Hargis Gardens neighborhood. This amendment will increase the design to include the tributary from Hargis Lake and the tributary from Baldwin Street; and

**WHEREAS**, under Wilson's On-Call Professional Services Contract (R2020-30), Amendment 1 to Wilson's Task Agreement 2021-10 Scope of Work will provide additional professional design services to develop final plans, special provisions, and estimates in the not-to-exceed amount of \$221,368.00 increasing the total cost to \$623,244.00.

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

**SECTION 1.** That Task Agreement 2021-10 Amendment 1 with Wilson & Company herein attached and incorporated as **Exhibit A**, in the not-to-exceed amount of \$221,368.00 increasing the total cost to \$623,244.00 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.** That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this \_\_\_\_ day of \_\_\_\_, 2021.

---

Mayor Norman K. Larkey, Sr.

ATTEST:

---

Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

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

I, Andrea Cunningham, 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 introduced at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2021, and adopted at a meeting of the City Council held the \_\_\_\_ day of \_\_\_\_, 2021 by the following vote, to-wit:

AYES:           COUNCILMEMBER:

NOES:           COUNCILMEMBER:

ABSENT:        COUNCILMEMBER:

---

Andrea Cunningham, City Clerk  
of the City of Belton, Missouri



**PUBLIC WORKS**  
**City of Belton – Public Works**  
**Task Agreement**

Contract: On-Call Professional Services Contract – R2020-30

Ordinance or Resolution:

Task Agreement No: 2021-10  
Amendment 1

Funding Amount: \$401,876.00 +  
Amendment 1 - \$221,368.00

Date of Schedule of  
Hourly Rates and Expenses:

Purchase Order No:

Project Title: **Hargis Gardens Drainage Improvements**

Contractor/Consultant (including subs): Wilson & Company

Division and Staff Project Manager: Greg Rokos, Public Works Director

Project Management Manual reviewed:

Attachments (Gantt Chart, etc.):

PROJECT Scope (can be in the form of an attachment):

Please see attached.

Amendment 1 will increase the design to include the tributary from Hargis Lake and the tributary from Baldwin Street.

**Staff Signatures**

**Partner Signatures**

**Director of Public Works:**  
Greg Rokos

**Acting City Manager:**  
Sheila Ernzen

**Project Manager:**  
Charles Laughman

**Company Principal (if different):**  
Justin Klaudt

Signature: 

Signature: \_\_\_\_\_

Signature: 

Signature: 

Date: 11/3/21

Date: \_\_\_\_\_

Date: 11/3/2021

Date: 11/3/2021

Project Type:

Design

X

Construction

Property  
Acquisition

Conceptual –  
Problem  
Solving

Surveying

Project Discipline(s):

Transportation

Planning

Water

Wastewater

Stormwater

X

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on June 23, 2020.

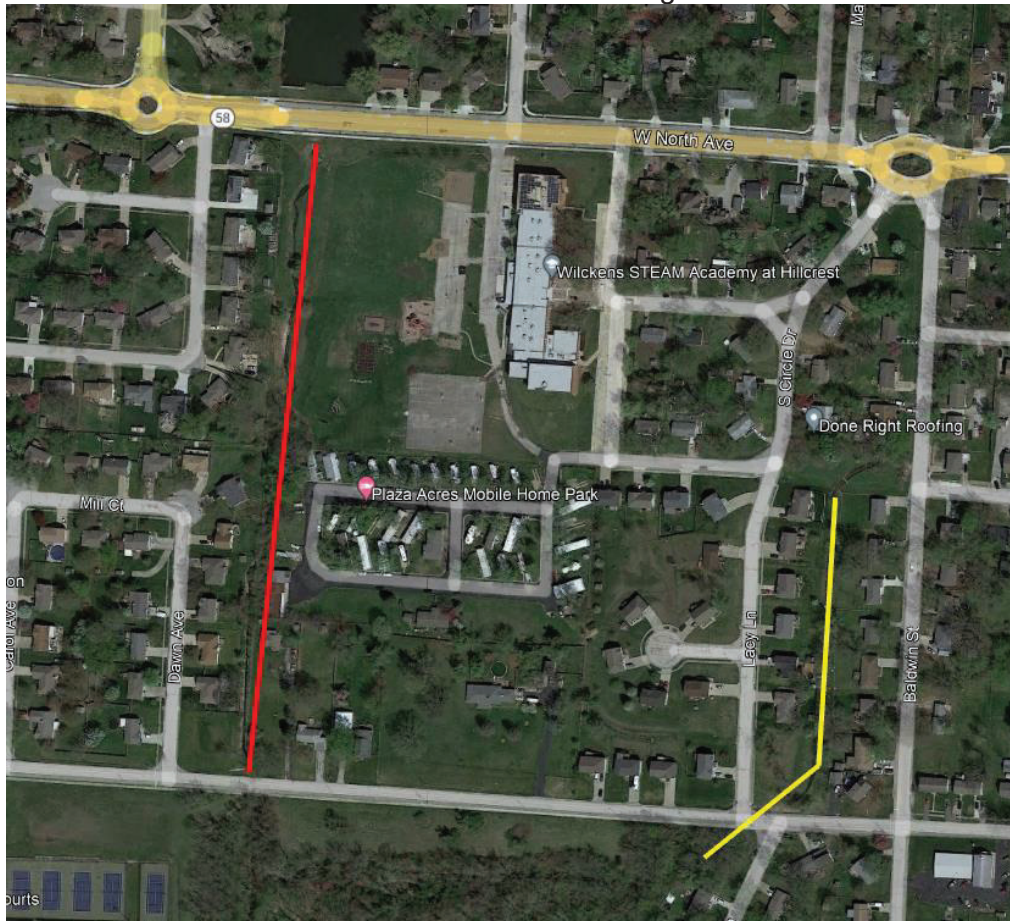
Attach scope of work, budget, and other supporting material.

**Exhibit A**  
Scope of Services  
Design Services  
North Mill Street Backyard Channel Improvements  
November 2, 2021

**General Scope of Services**

The purpose of this contract is to provide professional design services to develop final plans, special provisions, and cost estimate for the North Mill Street Backyard Channel Improvement project, which improves the following two project location (See Figure 1):

- North of the Mill Street and Lacy Lane to Baldwin Street and Spring Street
- North of the Mill Street and Dawn Avenue to Hargis Lake culvert outlet



*Figure 1: North Mill Street Backyard Improvements Project Limits*

The improvements include the following with appropriate subsidiary design elements directly required to construct the improvements:

- Replace existing natural channels with culvert or channel systems at both locations
- Replace the culvert at the Lacy Lane and Mill Street intersection

The plan development at Preliminary Plans will be 30% complete. The Final Check Plans will be 90% complete. The Final Plans, Special Provisions, and Estimate (PS&E) will be 100% complete.



## **Detailed Scope of Services**

### **Section 1 – Field Survey**

1.1 Field Survey Engineer will complete field survey services necessary to complete the final design for the proposed improvements. The detailed topographic survey will be completed in NAD 1983 State Plane Missouri West horizontal datum and NAVD88 vertical coordinate systems. All surveying and related services will meet the Minimum Standards for Property Surveys in the State of Missouri.

1.1.1 Ownership Survey. The ownership surveys will follow City format and procedures. Engineer will obtain and research title reports for any private parcels potentially affected by this project. Engineer will search for monuments that identify the property boundary. Monuments and evidence of occupation, including fences, will be located. Existing easements will be located. Engineer will develop CADD drawing illustrating the property boundary and easements (if any) needed. This work will be prepared per standards for property surveying in Missouri. The property boundary and easements (if any) will be included on the construction plan drawings for the proposed improvements.

1.1.2 Design and Topographic Surveys. For design and topographic surveys, Engineer will utilize the combination of RTK and total station collection instruments to collect topographic data. Engineer will locate underground utilities through a one-call system. Engineer will define “breaklines” to model grade breaks. Spot elevations will be obtained with sufficient density to complete the design and construction plans. Prior to beginning design survey, Engineer will contact One Call requesting utility locates. Visible utilities such as water valves, manholes, vaults, overhead electric fire hydrants, and underground utilities defined by locates will be surveyed. Planimetric lines will be drawn connecting the utility features. Manholes will be opened, and inverts and pipe sizes are measured. Existing inlets, pipes, box culverts, walls, etc. will be detailed by locating the inverts, abutments, pipe sizes, and materials, etc. Planimetric will be incorporated into the drawings. Photographs and sketches will be collected and provided. Existing planimetric features such as fences, edge of trees, edge of water, buildings, roads, and trails will be located and provided as part of the design survey as “existing conditions”. Trees will be shown as clouded areas, opposed to individual trees.

### **Section 2 – Geotechnical Investigation**

Engineer will subcontract all geotechnical effort for borings and laboratory testing. An anticipated 4 borings will be needed to complete the culvert and channel design. Two borings will be located on either side of the roadway embankment at the Mill Street and Lacy Lane intersection to develop structural calculations for the culvert wingwalls. The other two borings are to be used at strategic locations along either channel to determine soil and bedrock conditions. The geotechnical subcontractor will prepare a report which will include the following:

- Boring Location Plan
- Computer generated boring logs with soil stratification based on visual soil classification

- Subsurface exploration procedures
- Summarized laboratory data
- Groundwater levels observed during and after completion of drilling
- Earthwork Recommendation for pond and roadway embankments

The geotechnical investigations, analysis and recommendations will be completed and developed per current local and state standards.

### **Section 3 – Preliminary Plans (30% Complete)**

- 3.1 Update the previous hydraulic analysis for the culvert and channel improvement recommendations based on the updated survey and proposed improvement discussions.
- 3.2 Develop typical sections to be used for the design based on the geotechnical report and City recommendations for culvert and channel sections.
- 3.3 Develop the horizontal and vertical alignments for the roadway, culvert and channel based on the updated survey and proposed improvement discussions.
- 3.4 Develop the proposed Lacy Lane and Mill Street intersection plan.
- 3.5 Identify utility conflicts that could require relocation to accommodate the proposed improvements.
- 3.6 Identify areas for potential water quality features within the proposed improvement area.
- 3.7 The following plan sheets will be prepared for the preliminary plan submittal.
  - Title Sheet
  - General Layout Sheet
  - Typical Section Sheets
  - Control and Reference Ties Sheet
  - Channel Plan and Profile Sheets
  - Intersection Plan Sheet
  - Drainage Area Map
- 3.8 The Consultant will prepare an Opinion of Probable Construction Cost using City standard bid items with unit prices obtained from recent City and Wilson & Company local projects.

### **Section 4 – Final Plans and Easement Documents (90% Complete)**

- 4.1 Prepare final design computations for the special design items and details associated with the storm sewer and structure elements.
- 4.2 Based on the comments received from the City during the Preliminary Plan review, the Consultant will revise the construction plans. A written list of the comments will be assembled into a single document and distributed to the team members for their use during this plan development phase.

- 4.3 Prepare exhibits that will include one (1) temporary easement description and one (1) permanent easement description per tract. The Consultant's fee is based on writing descriptions one (1) time. Any changes to the exhibit or the legal descriptions resulting from negotiations as part of the property acquisition process will be provided as Additional Service. It is assumed that no additional right-of-way will be required. Identified proposed easements will be noted on the plans using station/off-set call out.
- 4.4 Design temporary and permanent erosion control measures.
- 4.5 Develop sidewalk and ramp at all impacted locations to meet ADA requirements.
- 4.6 Prepare a preliminary drawing for the traffic control and construction phasing plan.
- 4.7 Prepare cross sections at 25-foot intervals for the channel and roadway improvements. Additional cross sections will be provided at entrances, side streets, crossroad culverts, and locations of critical interest to depict cuts, fills, or special features as appropriate.
- 4.8 The following plan sheets will be prepared for the Field Check plan submittal.
- Title Sheet
  - General Layout Sheet
  - Typical Section Sheets
  - Control and Reference Ties Sheet
  - Channel Plan and Profile Sheets
  - Intersection Plan Detail Sheets
  - Water Quality Feature Plan Sheets (if necessary)
  - Erosion Control Sheets
  - Traffic Control and Construction Phasing Sheets
  - Drainage Area Map
  - Construction Detail Sheets
  - Cross Sections
- 4.9 The Consultant will assist the City in preparing, submitting and communicating information for all appropriate environmental and stormwater permits associated with the proposed construction activities.
- 4.10 The Consultant will prepare specifications for any construction work items that are not covered under the City's Standard Specifications based on comments received during the Preliminary Plan review.
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## **Section 5 – Construction Documents (100% Complete)**

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## **Section 7 – Project Meetings**

- 7.1 The Consultant will attend a kick-off meeting at City Hall to discuss the project schedule, specific design issues that will need to be resolved and establish the dates of future team meetings.
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## **Section 8 – Project Management and Quality Control**

- 8.1 The Consultant will prepare a Project Work Plan that covers the project contacts, design approach, design criteria, quality control procedures, schedule and other pertinent information.
- 8.2 Preparation of the monthly progress reports for the City with the invoices for City use and distribution.

- 8.3 QA/QC reviews on all milestone submittals for design calculations, construction plans, construction cost estimate, and project manual.

### **Assumptions**

1. Full-size plan sheets are to be 22" x 34". Plans and supplementary documents will be provided in US Customary (English) units of measure. Plan scale will be 1"=20'. Profile scale will be 1"=20' horizontal and 1"=10' vertical. The scale of other sheets will be modified depending on the level of detail required.
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3. Any work requested by the City that is not included in the basic services will be classified as supplemental services and require additional scope and fees prior to starting work. Supplementary services shall include, but are not limited to the following:
  - a. Changes in the scope, extent, or character of the project.
  - b. Revisions to the plans when inconsistent with previous approvals or instructions by the City.
  - c. Updating plans to reflect development that has occurred after the Final Plans are complete.
4. The environmental services and permits exclude the following:
  - a. NEPA Services
  - b. USACE Individual Permit
  - c. Environmental Field Services, including wetland surveys
5. No full property survey or setting of new property corners or monumentation.
6. No flagging of the proposed right-of-way and easements as part of the appraisal process
7. No design of street lighting systems.
8. No revisions or modifications to the construction plans, legal descriptions, and/or exhibits created by negotiations between the City and the property owner during property acquisition.
9. No construction related services

### **City Responsibilities**

1. Provide list of property owner names and addresses of affected tracts. The Consultant will use the information for sending letters to each of the property owners along the project corridor to inform them that surveyors will need to have access to their property for the purpose of obtaining property line and topographic information.
2. Provide the Consultant with copies of all plats adjacent to the project in \*.tif format or hard copy as available.
3. Provide the Consultant with copies of all drainage and infrastructure plans, reports, studies, etc. along the project area.
4. Notify all property owners along the project and other interested parties of any public meetings.
5. Acquire all proposed right-of-way and easements, if required.
6. Obtain all necessary permits from the State or Federal agencies.



Proj.: Baldwin Street Backyard Channel

By: CDLoughman

Date: November 2, 2021

Client: City of Belton, MO

Notes: Design Services

EXHIBIT B  
FEE ESTIMATE WORKSHEET

Fee Reviewed by

Date:

TASK CODE  
WCI CLASS  
TITLE

ESTIMATED MANHOURS

TASK I.D.	WORK TASK DESCRIPTION	P7 QA/QC Manager	P6 Structural Engineer	P5 Project Manager	P3 Project Engineer	PD3 CADD Designer	FS6 Survey Manager	FS5 Survey Crew Chief	FS4 Surveyor	TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE
TASK 01 - DATA COLLECTION AND FIELD SURVEY													
1.1	Field Survey	1		2		60	24	60	60	207.00	\$ 22,774.00	\$ 9,119.00	\$ 31,893.00
	Subtotal	1	0	2	0	60	24	60	60	207.00	\$ 22,774.00	\$ 9,119.00	\$ 31,893.00
TASK 02 - GEOTECHNICAL INVESTIGATION													
2.1	Geotechnical Investigation	1		6			1	4	4	16.00	\$ 2,090.00	\$ 6,000.00	\$ 8,090.00
	Subtotal	1	0	6	0	0	1	4	4	16.00	\$ 2,090.00	\$ 6,000.00	\$ 8,090.00
TASK 03 - PRELIMINARY PLANS													
3.1	Update Hydraulic Analysis			16	60					76.00	\$ 9,572.00	\$ -	\$ 9,572.00
3.2	Develop Typical Sections			4	24	8				36.00	\$ 4,196.00	\$ -	\$ 4,196.00
3.3	Develop Roadway / Channel Corridors			16	60	16				92.00	\$ 11,108.00	\$ -	\$ 11,108.00
3.4	Develop Intersection Plan			8	32	8				48.00	\$ 5,784.00	\$ -	\$ 5,784.00
3.5	Develop Sanitary Sewer Design			8	16	4				28.00	\$ 3,560.00	\$ -	\$ 3,560.00
3.6	Develop Utility Relocation Concept			2	8	4				14.00	\$ 1,638.00	\$ -	\$ 1,638.00
3.7	Develop Water Quality Concept			2	8					10.00	\$ 1,254.00	\$ -	\$ 1,254.00
3.8	Prepare Preliminary Plans	1		24	160	120				305.00	\$ 34,168.00	\$ -	\$ 34,168.00
3.9	Prepare Construction Cost Estimate			4	12	16				32.00	\$ 3,584.00	\$ -	\$ 3,584.00
	Subtotal	1	0	84	380	176	0	0	0	641.00	\$ 74,864.00	\$ -	\$ 74,864.00
PHASE 04 - FINAL PLANS AND EASEMENT DOCUMENTS													
4.1	Prepare Final Design Calculations		80	8						88.00	\$ 18,136.00	\$ -	\$ 18,136.00
4.2	Revise Preliminary Plans Based on City Comments	1		4	40	32				77.00	\$ 8,580.00	\$ -	\$ 8,580.00
4.3	Identify Easement Legal Descriptions and Exhibits			4		32	16			52.00	\$ 6,220.00	\$ -	\$ 6,220.00
4.4	Develop Erosion Control Plans			1	8	12				21.00	\$ 2,239.00	\$ -	\$ 2,239.00
4.5	Develop Sidewalk and Ramps Details			1	16	8				25.00	\$ 2,775.00	\$ -	\$ 2,775.00
4.6	Develop Traffic Control Plans			1	4					5.00	\$ 627.00	\$ -	\$ 627.00
4.7	Develop Cross Sections				16	40				56.00	\$ 5,680.00	\$ -	\$ 5,680.00
4.8	Prepare Final Plans	1		16	100	80				197.00	\$ 22,092.00	\$ -	\$ 22,092.00
4.9	Develop Environmental Permit Documents			16	24					40.00	\$ 5,432.00	\$ -	\$ 5,432.00
4.10	Develop Project Manual	1		16	4					21.00	\$ 3,372.00	\$ -	\$ 3,372.00
4.11	Revise Construction Cost Estimate Based on City Comments			1	16	8				25.00	\$ 2,775.00	\$ -	\$ 2,775.00
	Subtotal	3	80	68	228	212	16	0	0	607.00	\$ 77,928.00	\$ -	\$ 77,928.00
PHASE 05 - CONSTRUCTION DOCUMENTS													
5.1	Revise Final Plans Based on City Comments		8	16	40	40				104.00	\$ 11,112.00	\$ -	\$ 11,112.00
5.2	Revise Project Manual Based on City Comments	1		4	2					7.00	\$ 1,138.00	\$ -	\$ 1,138.00
5.3	Revise Construction Cost Estimate Based on City Comments			1	8					9.00	\$ 1,087.00	\$ -	\$ 1,087.00
5.4	Submit Construction Documents	1		1						2.00	\$ 407.00	\$ -	\$ 407.00
	Subtotal	2	8	22	50	40	0	0	0	122.00	\$ 13,744.00	\$ -	\$ 13,744.00
PHASE 06 - UTILITY COORDINATION													
6.1	Develop Utility Location Report			1	4					5.00	\$ 627.00	\$ -	\$ 627.00
6.2	Coordinate Utility Preliminary Plan Review			1	4					5.00	\$ 627.00	\$ -	\$ 627.00
6.3	Coordinate Utility Final Plan Review			2	8					10.00	\$ 1,254.00	\$ -	\$ 1,254.00
	Subtotal	0	0	4	16	0	0	0	0	20.00	\$ 2,508.00	\$ -	\$ 2,508.00
PHASE 07 - PROJECT MEETINGS													
7.1	Attend Project Kick-Off Meeting			2	2					4.00	\$ 564.00	\$ 16.00	\$ 580.00
7.2	Attend Review Meetings (2)			4	4					8.00	\$ 1,128.00	\$ 32.00	\$ 1,160.00
7.3	Attend Utility Meeting			2	2					4.00	\$ 564.00	\$ 32.00	\$ 596.00
7.4	Attend Public Meeting			2	2					4.00	\$ 564.00	\$ 16.00	\$ 580.00
	Subtotal	0	0	10	10	0	0	0	0	20.00	\$ 2,820.00	\$ 96.00	\$ 2,916.00
PHASE 08 - PROJECT MANAGEMENT and QUALITY CONTROL													
8.1	Prepare Project Work Plan			2	1					3.00	\$ 449.00	\$ -	\$ 449.00
8.2	Project Management and Coordination			16						16.00	\$ 2,672.00	\$ -	\$ 2,672.00
8.3	Quality Control Reviews	4		32						36.00	\$ 6,304.00	\$ -	\$ 6,304.00
	Subtotal	4	0	50	1	0	0	0	0	55.00	\$ 9,425.00	\$ -	\$ 9,425.00
TOTALS													
		12	88	246	685	488	41	64	64	1,688.00	\$ 206,153.00	\$ 15,215.00	\$ 221,368.00

# **SECTION VIII**

## **E**

**R2021-87**

**A RESOLUTION APPROVING TASK AGREEMENT 2021-16 WITH WILSON & COMPANY TO PROVIDE PROFESSIONAL DESIGN SERVICES FOR THE CAMBRIDGE ROAD WEST CULVERT PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$199,800.00.**

**WHEREAS**, as part of the stormwater improvements passed on 2019, several individual stormwater studies have been completed. Council approved Task Agreement 6 with Wilson and Company (Wilson) on November 13, 2020 (R2020-83) to complete a watershed study for drainage improvements in the Hargis Gardens neighborhood. The study showed that the low water crossing could be removed if the channel was lowered and straightened to the south of Cambridge and then a double box culvert installed. Along with the project, curbs and a sidewalk will be installed to allow for pedestrian traffic across the creek; and

**WHEREAS**, Under Wilson's On-Call Professional Services Contract (R2020-30), Wilson's Task Agreement 2021-16 Scope of Work will provide professional design services to develop final plans, special provisions, and estimates for the Cambridge Road West culvert and realignment of the East Creek in the not-to-exceed amount of \$199,800.00.

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

**SECTION 1.** That Task Agreement 2021-16 herein attached and incorporated to this Resolution as **Exhibit A**, with Wilson & Company in the not-to-exceed amount of \$199,800.00 is hereby approved for purposes described above.

**SECTION 2.** That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this \_\_\_\_ day of \_\_\_\_\_, 2021.

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Mayor Norman K. Larkey, Sr.

ATTEST:

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Andrea Cunningham, City Clerk  
of the City of Belton, Missouri



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

I, Andrea Cunningham, 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 introduced at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2021, and adopted at a meeting of the City Council held the \_\_\_\_ day of \_\_\_\_, 2021 by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

---

Andrea Cunningham, City Clerk  
of the City of Belton, Missouri



**City of Belton – Public Works  
Task Agreement**

Contract: On-Call Professional Services Contract – R2020-30

Ordinance or Resolution:	Task Agreement No: 2021-16	Funding Amount: \$199,800.00 Date of Schedule of Hourly Rates and Expenses: Purchase Order No:
--------------------------	----------------------------	---

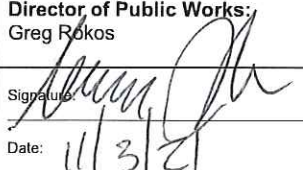

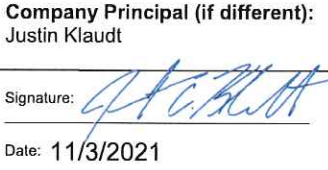
Project Title: **Cambridge Road West Culvert Project**

Contractor/Consultant (including subs): Wilson & Company	Division and Staff Project Manager: Greg Rokos, Public Works Director
--	---

Project Management Manual reviewed:	Attachments (Gantt Chart, etc.):
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PROJECT Scope (can be in the form of an attachment):

Please see attached.

Staff Signatures		Partner Signatures	
<b>Director of Public Works:</b> Greg Rokos  Date: 11/3/21	<b>Acting City Manager:</b> Sheila Erzen Signature: _____ Date: _____	<b>Project Manager:</b> Charles Loughman  Date: 11/3/2021	<b>Company Principal (if different):</b> Justin Klaudt  Date: 11/3/2021

Project Type:	Design	<input checked="" type="checkbox"/>	Construction	<input type="checkbox"/>	Property Acquisition	<input type="checkbox"/>	Conceptual – Problem Solving	<input type="checkbox"/>	Surveying	<input type="checkbox"/>
Project Discipline(s):	Transportation	<input type="checkbox"/>	Planning	<input type="checkbox"/>	Water	<input type="checkbox"/>	Wastewater	<input type="checkbox"/>	Stormwater	<input checked="" type="checkbox"/>

Report(s) Received:

Work on File:

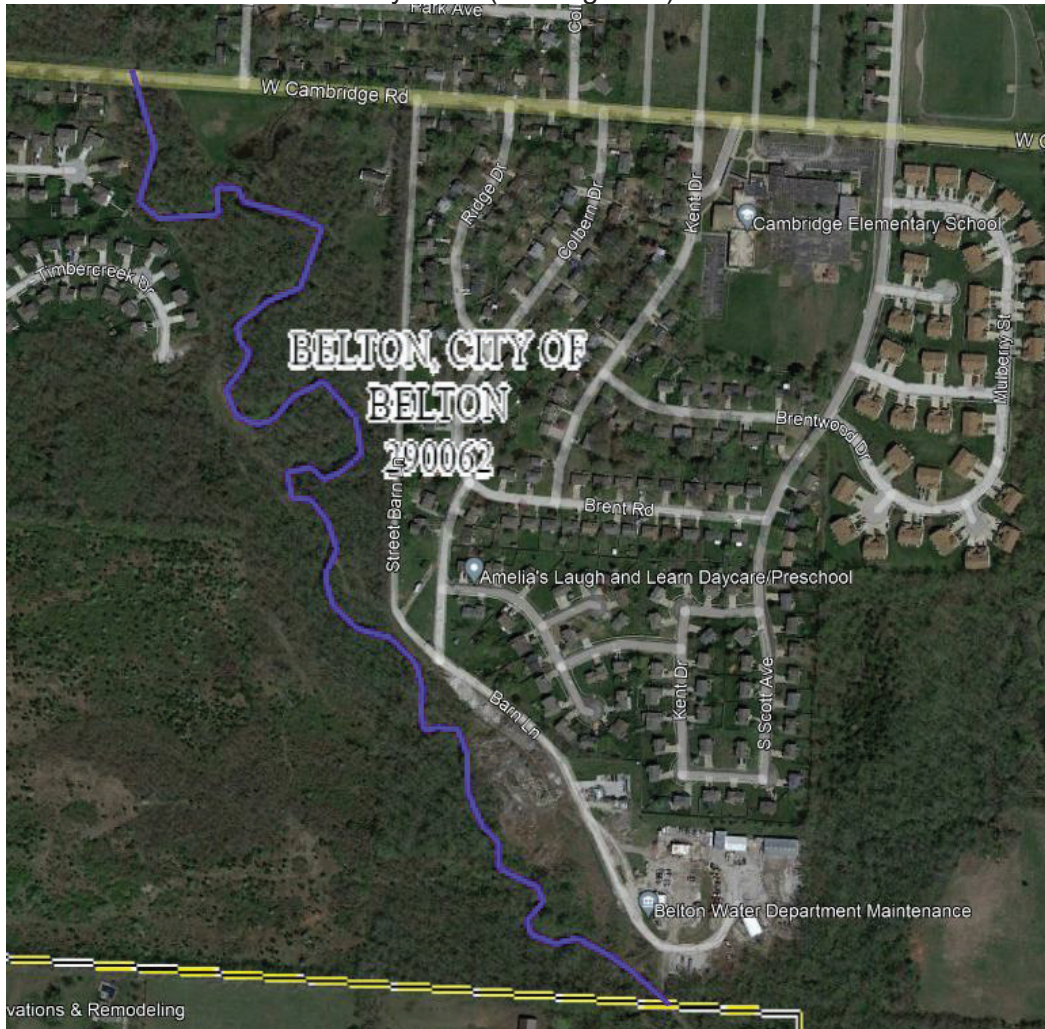
This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on June 23, 2020.

Attach scope of work, budget, and other supporting material.

**Exhibit A**  
Scope of Services  
Design Services  
Cambridge Road Culvert and Channel Improvements  
November 2, 2021

**General Scope of Services**

The purpose of this contract is to provide professional design services to develop final plans, special provisions, and cost estimate for the Cambridge Road culvert and channel improvement project, which extends from the Cambridge Road culvert over West Fork East Creek to the south Belton city limits (See Figure 1).



*Figure 1: Downstream of Cambridge Road Project Limits*

The improvements include the following with appropriate subsidiary design elements directly required to construct the improvements:

- Replace the culvert at Cambridge Road over the West Fork East Creek.
- Regrade downstream channel to improve channel capacity

The plan development at Preliminary Plans will be 30% complete. The Final Check Plans will be 90% complete. The Final Plans, Special Provisions, and Estimate (PS&E) will be 100% complete.

## **Detailed Scope of Services**

### **Section 1 – Field Survey**

1.1 Field Survey Engineer will complete field survey services necessary to complete the final design for the proposed improvements. The detailed topographic survey will be completed in NAD 1983 State Plane Missouri West horizontal datum and NAVD88 vertical coordinate systems. All surveying and related services will meet the Minimum Standards for Property Surveys in the State of Missouri.

1.1.1 Ownership Survey. The ownership surveys will follow City format and procedures. Engineer will obtain and research title reports for any private parcels potentially affected by this project. Engineer will search for monuments that identify the property boundary. Monuments and evidence of occupation, including fences, will be located. Existing easements will be located. Engineer will develop CADD drawing illustrating the property boundary and easements (if any) needed. This work will be prepared per standards for property surveying in Missouri. The property boundary and easements (if any) will be included on the construction plan drawings for the proposed improvements.

1.1.2 Design and Topographic Surveys. For design and topographic surveys, Engineer will utilize the combination of RTK and total station collection instruments to collect topographic data. Engineer will locate underground utilities through a one-call system. Engineer will define “breaklines” to model grade breaks. Spot elevations will be obtained with sufficient density to complete the design and construction plans. Prior to beginning design survey, Engineer will contact One Call requesting utility locates. Visible utilities such as water valves, manholes, vaults, overhead electric fire hydrants, and underground utilities defined by locates will be surveyed. Planimetric lines will be drawn connecting the utility features. Manholes will be opened, and inverts and pipe sizes are measured. Existing inlets, pipes, box culverts, walls, etc. will be detailed by locating the inverts, abutments, pipe sizes, and materials, etc. Planimetric will be incorporated into the drawings. Photographs and sketches will be collected and provided. Existing planimetric features such as fences, edge of trees, edge of water, buildings, roads, and trails will be located and provided as part of the design survey as “existing conditions”. Trees will be shown as clouded areas, opposed to individual trees.

### **Section 2 – Geotechnical Investigation**

Engineer will subcontract all geotechnical effort for borings and laboratory testing. An anticipated 4 borings will be needed to complete the culvert and channel design. Two borings will be located on either side of the roadway embankment to develop structural calculations for the culvert wingwalls. The geotechnical subcontractor will prepare a report which will include the following:

- Boring Location Plan
- Computer generated boring logs with soil stratification based on visual soil classification
- Subsurface exploration procedures
- Summarized laboratory data
- Groundwater levels observed during and after completion of drilling

- Earthwork Recommendation for pond and roadway embankments

The geotechnical investigations, analysis and recommendations will be completed and developed per current local and state standards.

### **Section 3 – Preliminary Plans (30% Complete)**

- 3.1 Update the previous hydraulic analysis for the culvert and channel improvement recommendations based on the updated survey and proposed improvement discussions.
- 3.2 Develop typical sections to be used for the design based on the geotechnical report and City recommendations for culvert and channel sections.
- 3.3 Develop the horizontal and vertical alignments for the roadway, culvert and channel based on the updated survey and proposed improvement discussions.
- 3.4 Identify utility conflicts that could require relocation to accommodate the proposed improvements.
- 3.5 Identify areas for potential water quality features within the proposed improvement area.
- 3.6 The following plan sheets will be prepared for the preliminary plan submittal.
  - Title Sheet
  - General Layout Sheet
  - Typical Section Sheets
  - Control and Reference Ties Sheet
  - Channel Plan and Profile Sheets
  - Roadway Plan and Profile Sheets
  - Drainage Area Map
- 3.7 The Consultant will prepare an Opinion of Probable Construction Cost using City standard bid items with unit prices obtained from recent City and Wilson & Company local projects.
- 3.8 Develop floodplain and environmental permitting documents for the following agencies:
  - 3.8.1 United States Army Corps of Engineers (USACE) Individual Permit – Develop permit application for channel lowering and capacity improvements within the jurisdictional limits of the West Fork East Creek.
  - 3.8.2 City of Belton Floodplain Development Permit – Develop permit application for floodplain development permit with no-rise certification as the entire project is within the West Fork East Creek Zone AE floodplain.

### **Section 4 – Final Plans and Easement Documents (90% Complete)**

- 4.1 Prepare final design computations for the special design items and details associated with the storm sewer and structure elements.
- 4.2 Based on the comments received from the City during the Preliminary Plan review, the Consultant will revise the construction plans. A written list of the



comments will be assembled into a single document and distributed to the team members for their use during this plan development phase.

- 4.3 Prepare exhibits that will include one (1) temporary easement description and one (1) permanent easement description per tract. The Consultant's fee is based on writing descriptions one (1) time. Any changes to the exhibit or the legal descriptions resulting from negotiations as part of the property acquisition process will be provided as Additional Service. It is assumed that no additional right-of-way will be required. Identified proposed easements will be noted on the plans using station/off-set call out.
- 4.4 Design temporary and permanent erosion control measures.
- 4.5 Develop sidewalk and ramp at all impacted locations to meet ADA requirements.
- 4.6 Prepare a preliminary drawing for the traffic control and construction phasing plan.
- 4.7 Prepare cross sections at 25-foot intervals for the channel and roadway improvements. Additional cross sections will be provided at entrances, side streets, crossroad culverts, and locations of critical interest to depict cuts, fills, or special features as appropriate.
- 4.8 The following plan sheets will be prepared for the Field Check plan submittal.
  - Title Sheet
  - General Layout Sheet
  - Typical Section Sheets
  - Control and Reference Ties Sheet
  - Channel Plan and Profile Sheets
  - Roadway Plan and Profile Sheets
  - Water Quality Feature Plan Sheets (if necessary)
  - Erosion Control Sheets
  - Traffic Control and Construction Phasing Sheets
  - Drainage Area Map
  - Construction Detail Sheets
  - Cross Sections
- 4.9 The Consultant will assist the City in preparing, submitting and communicating information for all appropriate environmental and stormwater permits associated with the proposed construction activities. This environmental permit will exclude USACE individual permit preparation and submittal.
- 4.10 The Consultant will prepare specifications for any construction work items that are not covered under the City's Standard Specifications based on comments received during the Preliminary Plan review.
- 4.11 The Consultant will update an Opinion of Probable Construction Cost based on changes to the plans during the final design phase.

## **Section 5 – Construction Documents (100% Complete)**

- 5.1 Based on the comments received from the City during the Final Plan review, the

Consultant will revise the construction plans. A written list of the comments will be assembled into a single document and distributed to the team members for their use.

- 5.2 The Consultant will update the specifications based on comments received by the City.
- 5.3 The Consultant will update an Opinion of Probable Construction Cost based on changes to the plans during the final plan phase.
- 5.4 The Consultant will submit a sealed electronic version of the construction documents to the City.

## **Section 6 – Utility Coordination**

- 6.1 The Consultant will submit a Utility Location Report to each of the utility companies identified in the project area after the kick-off meeting. The report will also include 11 x 17 conceptual plan sheet of the project for their use in locating their facilities. The information received from each utility company will be used to verify the utilities located during the field survey.
- 6.2 The Consultant will provide one (1) half size (11" x 17") set of Preliminary Plans to each utility company that has facilities located within the project area after the preliminary plans are submitted.
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## **Section 7 – Project Meetings**

- 7.1 The Consultant will attend a kick-off meeting at City Hall to discuss the project schedule, specific design issues that will need to be resolved and establish the dates of future team meetings.
- 7.2 The Consultant will attend (2) milestone meetings with the City after the preliminary and final plan submittal to review the submittal documents and discuss next steps in the design process.
- 7.3 The Consultant will attend one (1) meeting with the City and utility companies after the preliminary plan submittal to review each of the potential utility conflicts and discuss relocations options.
- 7.4 The Consultant will attend one (1) public meeting to present the Preliminary Plans. The meeting will be held at location and in a format to be determined by the City.

## **Section 8 – Project Management and Quality Control**

- 8.1 The Consultant will prepare a Project Work Plan that covers the project contacts, design approach, design criteria, quality control procedures, schedule and other pertinent information.

- 8.2 Preparation of the monthly progress reports for the City with the invoices for City use and distribution.
- 8.3 QA/QC reviews on all milestone submittals for design calculations, construction plans, construction cost estimate, and project manual.

### **Assumptions**

1. Full-size plan sheets are to be 22" x 34". Plans and supplementary documents will be provided in US Customary (English) units of measure. Plan scale will be 1"=20'. Profile scale will be 1"=20' horizontal and 1"=10' vertical. The scale of other sheets will be modified depending on the level of detail required.
2. All submittals to the City for review shall be electronic submittals.
3. Any work requested by the City that is not included in the basic services will be classified as supplemental services and require additional scope and fees prior to starting work. Supplementary services shall include, but are not limited to the following:
  - a. Changes in the scope, extent, or character of the project.
  - b. Revisions to the plans when inconsistent with previous approvals or instructions by the City.
  - c. Updating plans to reflect development that has occurred after the Final Plans are complete.
4. The environmental services and permits exclude the following:
  - a. NEPA Services
  - b. Environmental Field Services, including wetland surveys
5. No full property survey or setting of new property corners or monumentation.
6. No flagging of the proposed right-of-way and easements as part of the appraisal process
7. No design of street lighting systems.
8. No revisions or modifications to the construction plans, legal descriptions, and/ or exhibits created by negotiations between the City and the property owner during property acquisition.
9. No construction related services

### **City Responsibilities**

1. Provide list of property owner names and addresses of affected tracts. The Consultant will use the information for sending letters to each of the property owners along the project corridor to inform them that surveyors will need to have access to their property for the purpose of obtaining property line and topographic information.
2. Provide the Consultant with copies of all plats adjacent to the project in \*.tif format or hard copy as available.
3. Provide the Consultant with copies of all drainage and infrastructure plans, reports, studies, etc. along the project area.
4. Notify all property owners along the project and other interested parties of any public meetings.
5. Acquire all proposed right-of-way and easements, if required.
6. Obtain all necessary permits from the State or Federal agencies.





Proj.: Baldwin Street Backyard Channel

By: CDLoughman

Date: November 2, 2021

Client: City of Belton, MO

Notes: Design Services

EXHIBIT B  
FEE ESTIMATE WORKSHEET

Fee Reviewed by

Date:

TASK CODE  
WCI CLASS  
TITLE

ESTIMATED MANHOURS

TASK I.D.	WORK TASK DESCRIPTION	P7 QA/QC Manager	P6 Structural Engineer	P5 Project Manager	P3 Project Engineer	PD3 CADD Designer	FS6 Survey Manager	FS5 Survey Crew Chief	FS4 Surveyor	TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE
TASK 01 - DATA COLLECTION AND FIELD SURVEY													
1.1	Field Survey	1		4		40	24	80	80	229.00	\$ 25,428.00	\$ 6,817.00	\$ 32,245.00
	Subtotal	1	0	4	0	40	24	80	80	229.00	\$ 25,428.00	\$ 6,817.00	\$ 32,245.00
TASK 02 - GEOTECHNICAL INVESTIGATION													
2.1	Geotechnical Investigation	1		6			1	4	4	16.00	\$ 2,090.00	\$ 10,000.00	\$ 12,090.00
	Subtotal	1	0	6	0	0	1	4	4	16.00	\$ 2,090.00	\$ 10,000.00	\$ 12,090.00
TASK 03 - PRELIMINARY PLANS													
3.1	Update Hydraulic Analysis			24	80					104.00	\$ 13,208.00	\$ -	\$ 13,208.00
3.2	Develop Typical Sections			4	16	4				24.00	\$ 2,892.00	\$ -	\$ 2,892.00
3.3	Develop Roadway / Channel Corridors			16	40	24				80.00	\$ 9,576.00	\$ -	\$ 9,576.00
3.4	Develop Utility Relocation Concept			2	8	4				14.00	\$ 1,638.00	\$ -	\$ 1,638.00
3.5	Develop Water Quality Concept			8	24					32.00	\$ 4,096.00	\$ -	\$ 4,096.00
3.6	Prepare Preliminary Plans	1		24	120	80				225.00	\$ 25,728.00	\$ -	\$ 25,728.00
3.7	Prepare Construction Cost Estimate			4	12	16				32.00	\$ 3,584.00	\$ -	\$ 3,584.00
3.8	Prepare Floodplain and Environmental Permits	1		40	80	40				161.00	\$ 19,960.00	\$ -	\$ 19,960.00
	Subtotal	2	0	122	380	168	0	0	0	672.00	\$ 80,682.00	\$ -	\$ 80,682.00
PHASE 04 - FINAL PLANS AND EASEMENT DOCUMENTS													
4.1	Prepare Final Design Calculations		40	4						44.00	\$ 9,068.00	\$ -	\$ 9,068.00
4.2	Revise Preliminary Plans Based on City Comments	1		4	32	16				53.00	\$ 6,124.00	\$ -	\$ 6,124.00
4.3	Identify Easement Legal Descriptions and Exhibits			2		24	8			34.00	\$ 3,878.00	\$ -	\$ 3,878.00
4.4	Develop Erosion Control Plans			1	8	12				21.00	\$ 2,239.00	\$ -	\$ 2,239.00
4.5	Develop Sidewalk and Ramps Details			1	16	8				25.00	\$ 2,775.00	\$ -	\$ 2,775.00
4.6	Develop Traffic Control Plans			1	4					5.00	\$ 627.00	\$ -	\$ 627.00
4.7	Develop Cross Sections				4	32				36.00	\$ 3,532.00	\$ -	\$ 3,532.00
4.8	Prepare Final Plans	1		16	80	60				157.00	\$ 17,872.00	\$ -	\$ 17,872.00
4.9	Develop Environmental Permit Documents			4	8					12.00	\$ 1,588.00	\$ -	\$ 1,588.00
4.10	Develop Project Manual	1		16	4					21.00	\$ 3,372.00	\$ -	\$ 3,372.00
4.11	Revise Construction Cost Estimate Based on City Comments			1	8	4				13.00	\$ 1,471.00	\$ -	\$ 1,471.00
	Subtotal	3	40	50	164	156	8	0	0	421.00	\$ 52,546.00	\$ -	\$ 52,546.00
PHASE 05 - CONSTRUCTION DOCUMENTS													
5.1	Revise Final Plans Based on City Comments		4	8	40	16				68.00	\$ 7,472.00	\$ -	\$ 7,472.00
5.2	Revise Project Manual Based on City Comments	1		4	2					7.00	\$ 1,138.00	\$ -	\$ 1,138.00
5.3	Revise Construction Cost Estimate Based on City Comments			1	4					5.00	\$ 627.00	\$ -	\$ 627.00
5.4	Submit Construction Documents	1		1						2.00	\$ 407.00	\$ -	\$ 407.00
	Subtotal	2	4	14	46	16	0	0	0	82.00	\$ 9,644.00	\$ -	\$ 9,644.00
PHASE 06 - UTILITY COORDINATION													
6.1	Develop Utility Location Report			1	2					3.00	\$ 397.00	\$ -	\$ 397.00
6.2	Coordinate Utility Preliminary Plan Review			1	2					3.00	\$ 397.00	\$ -	\$ 397.00
6.3	Coordinate Utility Final Plan Review			2	4					6.00	\$ 794.00	\$ -	\$ 794.00
	Subtotal	0	0	4	8	0	0	0	0	12.00	\$ 1,588.00	\$ -	\$ 1,588.00
PHASE 07 - PROJECT MEETINGS													
7.1	Attend Project Kick-Off Meeting			2	2					4.00	\$ 564.00	\$ 16.00	\$ 580.00
7.2	Attend Review Meetings (2)			4	4					8.00	\$ 1,128.00	\$ 32.00	\$ 1,160.00
7.3	Attend Utility Meeting			2	2					4.00	\$ 564.00	\$ 32.00	\$ 596.00
7.4	Attend Public Meeting			2	2					4.00	\$ 564.00	\$ 16.00	\$ 580.00
	Subtotal	0	0	10	10	0	0	0	0	20.00	\$ 2,820.00	\$ 96.00	\$ 2,916.00
PHASE 08 - PROJECT MANAGEMENT and QUALITY CONTROL													
8.1	Prepare Project Work Plan			2	1					3.00	\$ 449.00	\$ -	\$ 449.00
8.2	Project Management and Coordination			16						16.00	\$ 2,672.00	\$ -	\$ 2,672.00
8.3	Quality Control Reviews	4		24						28.00	\$ 4,968.00	\$ -	\$ 4,968.00
	Subtotal	4	0	42	1	0	0	0	0	47.00	\$ 8,089.00	\$ -	\$ 8,089.00
TOTALS													
		13	44	252	609	380	33	84	84	1,499.00	\$ 182,887.00	\$ 16,913.00	\$ 199,800.00

# **SECTION VIII**

## **F**

**R2021-88**

**A RESOLUTION APPOINTING DIRECTORS TO THE BOARD OF DIRECTORS OF THE Y BELTON TWO COMMUNITY IMPROVEMENT DISTRICT.**

**WHEREAS**, the Community Improvement District Act (“Act”), Section 67.1401 to 67.1571 of the Revised Statutes of Missouri, provides for the Chief elected officer of a municipality (“Mayor”) to appoint Successor Directors of a Community Improvement District with the consent of the governing body of the municipality (“City Council”); and

**WHEREAS**, the Y Belton Two CID (“District”), which was formed by Ordinance 2017-4359 adopted by the City Council of Belton, Missouri, is a public body created under the authority of the Act, and is transacting business and exercising the powers granted by the Act; and

**WHEREAS**, the terms for Lylette Utz and Lorrie Peek expired in May 2021; and

**WHEREAS**, the Board is hereby submitting to the Mayor and City Council their recommendation for the reappointment of Lylette Utz and Lorrie Peek to a new four (4) year term.

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

**SECTION 1.** That the reappointment of Lylette Utz and Lorrie Peek as members of the District’s Board of Directors is approved, each to serve a four-year term.

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

**SECTION 3.** That all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.

Duly read and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

Mayor Norman K. Larkey, Sr.

ATTEST:

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Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

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

I, Andrea Cunningham, 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 introduced at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, and adopted at a meeting of the City Council held the \_\_\_\_ day of \_\_\_\_\_, 2021 by the following vote, to-wit:

AYES:                      COUNCILMEMBER:

NOES:                     COUNCILMEMBER:

ABSENT:                 COUNCILMEMBER:

---

Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

**RESOLUTION NO. 2021-01**

**THE Y BELTON TWO COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION OF THE BOARD OF DIRECTORS (THE "BOARD") OF THE Y  
BELTON TWO COMMUNITY IMPROVEMENT DISTRICT (THE "DISTRICT")  
NOMINATING AND CONFIRMING SUCCESSOR DIRECTORS**

WHEREAS, the District, which was formed by Ordinance Number 2017-4359, and adopted by the City Council of Belton, Missouri, is a public body created under the authority of the "Missouri Community Improvement District Act," Section 67.1401, *et seq.*, RSMo, as may be amended (the "Act"); and is transacting business and exercising powers granted by the Act;

WHEREAS, the Petition to Establish the District (the "Petition") authorizes the Board to select qualified individuals to serve as Successor Directors in accordance with the qualifications set forth in the Petition; and

WHEREAS, Lylette Utz's term expires May 2021 and the Board wishes to reappoint Lylette Utz for an additional 4 year term; and

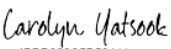
WHEREAS, Lorrie Peek's term expires May 2021 and the Board wishes to reappoint Lorrie Peek for an additional 4 year term.


NOW THEREFORE, BE IT RESOLVED, by the Board as follows:

1. The Board hereby reappoints Lylette Utz & Lorrie Peek to serve as Successor Directors for a new four year term.
2. The District's Legal Counsel is authorized to take all actions necessary to carry out this Resolution.
3. This Resolution shall take effect immediately.

Adopted this 2<sup>nd</sup> day of November, 2021.

ATTEST:

DocuSigned by:  
  
Carolyn Yatsook, Secretary

DocuSigned by:  
  
Russ Ehnen, Chairman

# **SECTION VIII**

## **G**

**R2021-89**

**A RESOLUTION APPROVING THE PURCHASE OF FOUR (4) NEW 2022 FORD UTILITY PI VEHICLES IN THE AMOUNT OF \$135,696.00 FROM SHAWNEE MISSION FORD.**

**WHEREAS**, the FY2022 approved budget includes appropriations to purchase four (4) new police patrol vehicles; and

**WHEREAS**, Mid-America Council of Public Procurement requested bids for these vehicles and Shawnee Mission Ford provided the lowest and best bid for the four (4) new 2022 Ford Utility Police Interceptor (PI) Vehicles; and

**WHEREAS**, the City Council believes that approving the purchase of these vehicles will replace older vehicles that no longer meet the specifications for police vehicles; and

**WHEREAS**, the purchase of the four (4) 2022 Ford Utility PI vehicles will provide safe, useful, and cost-effective vehicles for the City's Police Department.

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

**SECTION 1.** Purchase of four (4) 2022 Ford Utility PI vehicles for \$33,924 each, for a total of \$135,696 from Shawnee Mission Ford.

**SECTION 2.** That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

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

I, Andrea Cunningham, 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 introduced at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, and adopted at a meeting of the City Council held the \_\_\_\_ day of \_\_\_\_\_, 2021 by the following vote, to-wit:

AYES:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:

---

Andrea Cunningham, City Clerk  
of the City of Belton, Missouri



# Memo

## Belton, Missouri Police Department

To: Chief S. Lyons #100

From: Lt. D. Davis #308

Date: 11-15-2021

Re: Vehicle Purchase



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Our current budget has allotted funds for the purchase of four (4) new police vehicles. Once again, I have obtained bids through the Mid America Council of Public Procurement (MACPP). The MACPP solicited and received competitive bids for vehicles from dealerships throughout the area. Shawnee Mission Ford received the contract for purchasing the Ford Police Interceptor Utility Vehicle. The price for the vehicle with options is \$33,924 for a total expenditure of \$135,696.

Respectfully,

Lt. D. Davis #308

# SHAWNEE MISSION



MISSION **TO DO** MORE

11501 SHAWNEE MISSION PARKWAY • SHAWNEE, KANSAS 66203-0179  
(913) 631-0000 • FAX (913) 268-6521  
WWW.SHAWNEEMISSIONFORD.COM

November 4, 2021

Lt. Dan Davis  
Belton PD

## MACPP Pricing

2022 Ford Utility PI AWD (K8A)

Exterior: Agate Black (UM)

Interior: Cloth Front Vinyl Rear (96)

Base Price:

\$32,856

Options:

• Cargo Dome Light (17T)	\$47
• Rear Camera on Demand (19V)	\$217
• Heated Mirrors (549)	\$56
• Keyed Alike 1435X (59E)	\$47
• Wiring Grill Lamp Siren Speaker (60A)	\$47
• Radio Noise Suppression (60R)	\$94
• Police Wiring Harness connector kit (67V)	\$174
• Rear Door handles inop. (68G)	\$71
• Reverse Sensors (76R)	\$259
• Pre Drilled Tail Lamps (86T)	\$56
• Courtesy Lamps Disable (43D)	\$included in base price
• Driver Side Spot lamp (51R)	\$included in base price
• Full Wheel Covers (65L)	\$included in base price
• 3.3L V-6 (99B)	\$included in base price
• Pre Drilled Head Lamps	\$standard
• Bluetooth	\$standard
• Rear Camera Display in Radio	\$standard
• Receiver Hitch and wiring harness	\$standard

Total

\$33,924

@ 4

\$135,696

Additional Options to consider

• Vinyl Wrap Doors	\$1,000
• Vinyl Wrap Doors and Roof	\$1,200

Thank you for your time interest.

Sincerely,

Jay Cooper

Government Fleet Sales

# **SECTION VIII**

## **H**

**R2021-90**

**A RESOLUTION APPROVING A NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND GOOGLE FIBER MISSOURI, LLC FOR INSTALLATION OF NETWORK FACILITIES IN THE CITY PUBLIC RIGHTS-OF-WAY.**

**WHEREAS**, Google Fiber Missouri, LLC (“**Google Fiber**”) has requested consent from the City authorizing the use of the City Rights-of-Way to construct, install, maintain, and operate facilities for communications or related capabilities; and

**WHEREAS**, Missouri law provides conditions relating to the City’s consent to, and authorizes the City to regulate the use and occupancy of its Rights-of-Way for placement of communications facilities; and

**WHEREAS**, the City is authorized to and has established standards and permitting requirements for occupancy of the Rights-of-Way by communications facilities, including regulations for towers and other structures or equipment for wireless communications; and

**WHEREAS**, the City and Google Fiber desire to enter into a Non-Exclusive License Agreement to authorize Google Fiber’s use of the City’s Rights-of-Way under certain terms and conditions.

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

**Section 1.** That the Non-Exclusive License Agreement between the City of Belton and Google Fiber Missouri, LLC, attached hereto as **Exhibit A** in its substantial form, is hereby approved and the Mayor is authorized to execute the Agreement on behalf of the City.

**Section 2.** That the Mayor, the acting City Manager, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Resolution and to execute and deliver for and on behalf of the City all certificates, instruments, agreements, and other documents, as may be necessary or convenient to perform all matters herein authorized.

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

Duly read and passed this \_\_\_\_ day of \_\_\_\_\_, 2021.

---

Mayor Norman K Larkey, Sr

ATTEST:

---

Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

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

I, Andrea Cunningham, 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 introduced at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, and adopted at a meeting of the City Council held the \_\_\_\_ day of \_\_\_\_\_, 2021 by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

---

Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

**NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE CITY OF BELTON AND  
GOOGLE FIBER MISSOURI, LLC FOR THE INSTALLATION OF NETWORK FACILITIES IN  
THE CITY PUBLIC RIGHT-OF-WAY**

This License Agreement (“**Agreement**”) is by and between the City of Belton, a constitutional charter city and political subdivision of the State of Missouri (“**City**”), and Google Fiber Missouri, LLC, a Delaware limited liability company, and its direct parent, and its direct parent’s subsidiaries, successors, or assigns (“**Licensee**”).

**RECITALS**

- A. City has jurisdiction over the use of the public rights-of-way in City in which it now or hereafter holds any property interest (“**Public ROW**”).
- B. Licensee may desire to, and City may desire to license Licensee to, use and occupy Public ROW in order to install, operate, and maintain a fiber optic infrastructure network (“**Network**”) for the purpose of offering communications services (“**Services**”), including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) (“**Broadband Internet Services**”), but excluding multichannel video programming services that would be subject to a video services franchise, to residents and businesses in City (“**Customers**”).
- C. The Network may consist of equipment and facilities that may include aerial strand; aerial or underground fiber optic cables, lines, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; and other similar facilities (“**Network Facilities**”).

**AGREEMENT**

In consideration of the mutual promises made below, City and Licensee agree as follows:

**1. Permission to Encroach and Occupy.**

- 1.1. Permission to Encroach on and Occupy Public ROW. Subject to the conditions set forth in this Agreement and Chapter 19 of the Code of Ordinances, City of Belton, Missouri (the “**ROW Code**”), City grants Licensee permission to encroach on and occupy the Public ROW (the “**License**”) for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary removing the Network and the related Network Facilities (the “**Work**”). This Agreement and the License do not authorize Licensee to use any property other than the Public ROW. Licensee’s use of any other City property, including poles and conduits, will be governed under a separate Agreement regarding that use.
- 1.2. Subject to State and Local Law. This Agreement and the License are subject to City’s valid authority under State and local laws as they exist now or may be amended from time-to-time.
- 1.3. Subject to City’s Right to Use Public ROW. This Agreement and the License are subject and subordinate to City’s prior and future and continuing right to use the Public ROW, including but not limited to constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.

- 1.4. Subject to Pre-Existing Property Interests. City's grant of the License is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, claims of title or other property interests that may affect the Public ROW. Licensee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing property interests.
- 1.5. No Grant of Property Interest. The License does not grant or convey any property interest.
- 1.6. Non-Exclusive. The License is not exclusive. City expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("**Person**"), as well as the right in its own name as a municipality to use Public ROW for similar or different purposes allowed Licensee under this Agreement.
- 1.7. Limitations. Licensee will not provide services directly regulated by the Missouri Public Service Commission (PSC) unless authorized by the PSC. Licensee will not operate a cable system as defined in the Cable Communications Policy Act of 1984 (47 USCA §521, et seq., as amended) without first having obtained a separate video service provider franchise from the State of Missouri.
- 1.8. Non-Discrimination. City's grant of the License will be open, comparable, nondiscriminatory, and competitively neutral and City will at all times treat Licensee in a non-discriminatory manner as compared to other non-incumbent providers offering facilities-based Broadband Internet Services.

## **2. Licensee's Obligations.**

- 2.1. Compliance with ROW Permit Procedures. Licensee will comply with and follow all City applicable ordinances, including the City's right-of-way service provider registration and permit procedures contained in the ROW Code, in all work it performs in the Public ROW.
- 2.2. Individual Permits Required. Licensee will obtain City's approval of required individual encroachment, construction, and other necessary permits before placing its Network Facilities in the Public ROW or other property of City as authorized. Licensee will provide to City any information lawfully required by City. Licensee will pay all lawful processing, field marking, engineering, and inspection fees associated with the issuance of individual permits by City.
- 2.3. Licensee's Sole Cost and Expense. Licensee will perform the Work at its sole cost and expense.
- 2.4. Compliance with Laws. Licensee will comply with all applicable laws and regulations when performing the Work. Licensee has obtained the necessary approvals, licenses or permits, if any, required by federal and State law to provide Broadband Internet Services consistent with the provisions of this Agreement.
- 2.5. Undergrounding. Licensee will use its best efforts to install or relocate its Network Facilities underground. If after utilizing such best efforts and after establishing good

cause as to why the Licensee's Network Facilities may not be located underground Licensee may install or keep and retain its Network Facilities above ground.

- 2.6. Reasonable Care. Licensee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.
- 2.7. Non-Interference. Licensee will place its Network Facilities in conformance with the permits, plans, and drawings approved by City. Licensee will not place its Network Facilities in such a fashion as to unduly burden the present or future use of Public ROW and the Network Facilities will be installed and maintained by Licensee so as to cause the minimum interference with the use of Public ROW and with the rights or reasonable convenience of property owners that adjoin Public ROW.
- 2.8. No Nuisance. Licensee will maintain its Network Facilities in good and safe condition so that its Network Facilities do not cause a public nuisance.
- 2.9. Repair. Licensee will promptly repair any damage to the Public ROW, City property, or private property if such damage is directly caused by Licensee's Work and no other Person is responsible for the damage (e.g., where a Person other than Licensee fails to accurately or timely locate its underground facilities as required by State law). Licensee will repair the damaged property to a condition equal to or better than that which existed prior to the damage. Licensee's obligation under this Section 2.9 will be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work. Licensee's restoration work will start promptly but not more than thirty (30) days from Licensee being notified of the problem in question.
- 2.10. Identification of Network Facilities. Licensee will identify its Network Facilities using an identification method mutually agreed upon by the parties, or as established by standard industry practices and reasonably directed by City if the parties cannot mutually agree on an identification method. For underground facilities, the identification will be detectable without opening the street or sidewalk.
- 2.11. Cooperation in Joint Trench Opportunities. Licensee will cooperate with City in identifying ways to minimize the amount of construction in the Public ROW through joint trenching, sharing duct banks, and cost sharing with City and third parties undertaking similar construction projects involving the installation of underground communications facilities. Licensee's cooperation obligation is subject to any such proposed joint trenching, duct sharing, and cost sharing opportunities being sufficiently compatible with Licensee's plans, as reasonably determined by the Licensee. Without limiting the foregoing, (i) the cooperation opportunity would not be deemed sufficiently compatible with Licensee's plan where the opportunity involves different areas of the Public ROW than Licensee has permission to occupy under this Agreement, or would unreasonably delay or otherwise hinder Licensee's construction plans, and (ii) Licensee is not obligated to cooperate if Licensee enters into a commercial cooperation agreement reasonably satisfactory to the Licensee with respect to such joint trenching or other cooperation with City or the third-party, as applicable. Licensee will make good faith efforts to enter into any such commercial cooperation agreement in connection with fulfilling the foregoing cooperation obligation.



- 2.12. As-Built Drawings and Maps. Licensee will maintain accurate as-built drawings and maps of its Network Facilities located in City and will provide them as shapefiles and PDF to the City subject to applicable confidentiality protections.
- 2.13. Utility Notification Program. Licensee will participate in and be a member of the State's utility notification program, whether provided for by statute or otherwise.
- 2.14. Network Design. Nothing in this Agreement requires Licensee to build to all areas of City, and Licensee retains the discretion to determine the scope, location, and timing of the design and construction of the Network. Licensee, at its sole discretion, may determine separately defined geographic areas with City where its Network Facilities will be deployed.
- 2.15. Access to Services. Licensee will not deny service or access, or otherwise discriminate on the availability, rates, terms, or conditions of Broadband Internet Services provided to residential subscribers on the basis of race, color, creed, religion, ancestry, national origin, gender, sexual orientation, disability, age, familial status, marital status, or status with regard to public assistance. Licensee will comply at all times with all applicable Federal, state, and local laws and regulations relating to nondiscrimination. Licensee will not deny or discriminate against any group of actual or potential residential subscribers in City on access to or the rates, terms, and conditions of Broadband Internet Services because of the income level or other demographics of the local area in which such group may be located.

### 3. City's Obligations.

- 3.1. Emergency Removal or Relocation by City. In the event of a public emergency that creates an imminent threat to the health, safety, or property of City or its residents, City may remove or relocate the applicable portions of the Network Facilities without prior notice to Licensee. City will, however, make best efforts to provide prior notice to Licensee before making an emergency removal or relocation. In any event, City will promptly provide to Licensee a written description of any emergency removals or relocations of Licensee's Network Facilities. Licensee will reimburse City for its actual, reasonable, and documented costs or expenses incurred for any such work performed by City. Licensee's obligation to reimburse City under this section is separate from Licensee's obligation to pay the License Fee (as defined below).
- 3.2. Removal of Abandoned Network Facilities. If Licensee abandons any portions of its Network Facilities ("**Abandoned Network Facilities**"), Licensee will notify City and will remove any aboveground facilities at its own expense at City's request within a commercially reasonable period of time. City and Licensee will discuss whether underground facilities should be abandoned in place or transferred to City, at City's option. Abandoned Network Facilities do not include Network Facilities intended for emergency use, redundant Network Facilities, or Network Facilities intended to meet future demand or capacity needs.
- 3.3. Removal or Relocation of Facilities to Accommodate Public Improvements. Subject to the requirements of the ROW Code and applicable Missouri law, the City may in its exercise of its right to undertake Public Improvements, require that Licensee, at Licensee's sole cost and expense, relocate, adjust, or reinstall any of its Network Facilities located in the Public ROW. "**Public Improvements**" means any project undertaken by the city, or its agents, contractors, or subcontractors, or by private

- development for the construction, reconstruction, maintenance, or repair of any public infrastructure, and including without limitation, streets, alleys, bridges, bikeways, parkways, sidewalks, sewers, drainage facilities, traffic control devices, street lights, public facilities, public buildings or public lands. The City shall give reasonable written notice of such requirement to Licensee, including the location of Network Facilities to be relocated and a reasonable time to relocate such Network Facilities. Licensee shall forthwith remove, adjust, or relocate such Network Facilities to another location or locations in the Public ROW which may be mutually agreed by the parties taking into account the needs of the Public Improvement and Licensee's interest in maintaining the integrity and stability of its Network within the reasonable time provided by the City in its written notice, provided the relocation is not delayed by adverse weather conditions and other factors beyond the control of Licensee. The cost of such relocation, removal, or reinstallation of the Network Facilities shall be the exclusive obligation of said Licensee without expense to the City. In the event Licensee is required to move Network Facilities in accordance with this Section 3.3, City will waive any ordinary right-of-way permit fees.
- 3.4. Relocation to Accommodate Non-Governmental Purposes. If Licensee's Network Facilities in existence at the time would interfere with City's planned use of the Public ROW or City property for a commercial purpose, or with a third-party's use of the Public ROW, Licensee will not be required to relocate its Network Facilities.
- 3.5. Post-Removal Restoration of Public ROW. When removal or relocation is required under this Agreement, Licensee will, after the removal or relocation of the Network Facilities, at its own cost (except to the extent subject to reimbursement pursuant to Section 3.4 hereof), repair and return the Public ROW in which the facilities were located to a safe and satisfactory condition in accordance with the construction-related conditions and specifications as established by City. Before proceeding with removal or relocation work, Licensee will obtain from the City a street encroachment permit.
- 3.6. Rights and Duties of Licensee Upon Expiration or Revocation. Upon expiration of the license granted under this Agreement, whether by lapse of time, by agreement between Licensee and City, or by revocation or forfeiture as provided herein, Licensee will remove from the Public ROW any and all of its Network Facilities and restore the Public ROW to as good condition as the same was before the removal was effected, ordinary wear and tear and damages not caused by Licensee excepted. In the alternative, Licensee may, with the written approval of the City Engineer, abandon some or all of the Network Facilities in place.
- 3.7. Inspection by City. Installation of the Network Facilities will be subject to inspection by City at the City's costs to the extent reasonably necessary to assure compliance by Licensee with the terms of this Agreement. City will inspect the Network Facilities at reasonable times and upon reasonable notice to Licensee; provided, however, the inspection will not interrupt or interfere with any services provided by Licensee.
- 4. Contractors and Subcontractors.**
- 4.1. Use of Contractors and Subcontractors. Licensee may retain contractors and subcontractors to perform the Work on Licensee's behalf.

- 4.2. Contractors to be Licensed. Licensee's contractors and subcontractors used for the Work will be properly licensed under applicable law.
- 4.3. Authorized Individuals. Licensee's contractors and subcontractors may submit individual permit applications to City on Licensee's behalf, so long as the permit applications are signed by individuals that Licensee has authorized to act on its behalf via a letter of authorization provided to City in the form attached as **Exhibit A** ("**Authorized Individuals**"). City will accept permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Licensee under this Agreement.

5. **Compensation for Use of Public ROW.**

- 5.1. Licensee will pay City a fee ("**License Fee**") to compensate City for Licensee's use and occupancy of Public ROW pursuant to the License. Licensee and City acknowledge and agree that the License Fee provides fair and reasonable compensation for Licensee's use and occupancy of Public ROW and other City property as authorized. The License Fee will begin accruing on the Effective Date and will be calculated as follows:
- 5.2. License Fee. Licensee will pay City one percent (1%) (the "**Revenue Percentage**") of Gross Revenues for a calendar quarter, remitted on a quarterly basis, commencing upon the first date on which Licensee receives any Gross Revenues. Such payments are due forty-five (45) days after the end of the calendar quarter.
- 5.2.1. As used herein, "**Gross Revenues**" means all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) received by Licensee from Customers for Broadband Internet Services that are provided to Customers through Network Facilities located at least in part in Public ROW.
- 5.2.2. Gross Revenues do not include:
- (i) any revenue not actually received, even if billed, such as bad debt;
  - (ii) refunds, rebates, or discounts made to Customers or City;
  - (iii) revenue received from the sale of Broadband Internet Services for resale in which the purchaser is required to collect and remit similar fees from the purchaser's customer;
  - (iv) revenue derived from the provision of Broadband Internet Services to customers where none of the Network Facilities used to provide such Broadband Internet Services are located in Public ROW;
  - (v) any revenue derived from Services other than Broadband Internet Services, including without limitation, any revenue derived from rental of modems or other equipment used to provide or facilitate the provision of the Broadband Internet Services;
  - (vi) any revenue derived from referral or marketing agreements with third party providers of online services which Licensee may make available to its customers;

- (vii) any forgone revenue from Licensee's provision of Broadband Internet Services to Customers at no charge if required by state law;
  - (viii) any tax of general applicability imposed upon Licensee or its Customers by City or by any state, federal, or any other governmental entity, and required to be collected by Licensee and remitted to the taxing entity (including but not limited to sales and use tax, gross receipts tax, excise tax, utility users tax, public service tax, communications taxes, and fees not imposed by this Agreement); and
  - (ix) any forgone revenue from Licensee's provision, in Licensee's discretion or otherwise, of free or reduced cost Broadband Internet Services to any Person; provided, however, that any forgone revenue which Licensee chooses not to receive in exchange for trades, barter, services, or other items of value will be included in Gross Revenues.
- 5.3. Pass Through. Licensee may identify and collect, as a separate item on the regular bill of any Customer whose Broadband Internet Services are provided by Network Facilities located at least in part in Public ROW, that Customer's pro rata amount of the License Fee.
- 5.4. Audit. City may examine the business records of Licensee as permitted under state or local law, but in any event only during reasonable times and following reasonable notice, and only to the extent reasonably necessary to ensure compliance with this Section 5. Licensee will keep all business records reflecting its Gross Revenues for at least two (2) years. City may, in the event of a dispute concerning compensation under this Section 5, bring an action in a court of competent jurisdiction.
- 5.5. Interest on Late Payments. Any payments that are due and payable under this Agreement that are not received within fifteen (15) days from the due date will be assessed interest compounded at the rate of 10% per annum from the due date. All sums paid with interest within thirty (30) days of the due date will not constitute a material breach under Section 11.1.
- 5.6. Change in Law. Notwithstanding anything to the contrary herein, in the event of a change in local, state, or federal law that (i) prohibits collection of any right-of-way-access fee from any provider of Broadband Internet Services or (ii) reduces the percentage of revenue on which the right-of-way-access fee paid by any provider of Broadband Internet Services is based to a percentage that is lower than the Revenue Percentage, then Licensee will have no obligation to pay the License Fee or to pay a License Fee based on the Revenue Percentage, as the case may be. In the case of a reduction in the percentage of revenue on which a right-of-way-access fee may be based, the Revenue Percentage will be commensurately reduced.

## 6. Indemnification.

- 6.1. Obligations. Licensee will defend and indemnify City, its officers, elected representatives, and employees from any claims and liabilities (including reasonable attorneys' fees and court costs) related to any third-party claim for property damage, personal injury, or death to the extent caused by gross negligence, recklessness, or intentional wrongful conduct of Licensee or its contractors arising from this Agreement or the License ("Claims"); provided, however, that indemnification relating to personal injury of employees will not

apply to any Claims made by City's employees that are covered under applicable workers' compensation laws; and provided, further, that Licensee's indemnification obligations will not extend to liability to the extent caused by the negligence or willful misconduct by any Indemnitee.

- 6.2. **Notice of Claims.** City will give prompt written notice to Licensee of any Claim or threatened Claim no later than fifteen (15) calendar days after City receives written notice of the action, suit, or proceeding or threat of the same. City's failure to give the required notice will not relieve Licensee from its obligation to indemnify City unless, and only to the extent that, Licensee is materially prejudiced by such failure.
- 6.3. **Defense.** Licensee will have the right at any time, by notice to City, to participate in or assume control of, the defense of the Claim with counsel of its choice, which counsel must be reasonably acceptable to City. City agrees to cooperate fully with Licensee and City will have the right to participate in the defense at its own expense. If Licensee does not assume control or otherwise participate in the defense of any Claim, Licensee will be bound by the results obtained by City with respect to the Claim. If Licensee assumes the defense of a Claim, then in no event will City admit any liability with respect to, or settle, compromise or discharge, any Claim without Licensee's prior written consent.
7. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION WILL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE STATE LAW.
8. **Performance Bond.** Licensee will, promptly after the Effective Date, provide City with a performance bond in the amount of Fifty Thousand Dollars (\$50,000) naming City as obligee and guaranteeing Licensee's faithful performance of its obligations under this Agreement. The performance bond will remain in full force during the Term of this Agreement.
9. **Insurance.**
- 9.1. Licensee will carry and maintain Commercial General Liability (CGL) insurance, with policy limits not less than \$2,000,000 in aggregate and \$2,000,000 for each occurrence covering bodily injury and property damage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement which names City, its employees, and officers as additional insureds.
- 9.2. All insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be mailed directly to City's insurance compliance representative upon City's written request.
10. **Effective Date and Term.** This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any implementing ordinance becomes effective in accordance with its terms and state law ("**Effective Date**"). The License will expire automatically on the twentieth anniversary of the Effective Date ("**Original Term**"), unless Licensee provides written notice of its intent to renew to City at least six (6) months prior to expiration and City does not object after thirty (30) days. The renewal term will be for five (5) years, and the same renewal process may be used for successive 5-year terms.

11. **Termination.**



- 11.1. **Termination by City.** City may terminate this Agreement if Licensee is in material breach of the Agreement, provided that City must first provide Licensee written notice of the breach and ninety (90) days to cure, unless the cure cannot reasonably be accomplished in that time period, in which case Licensee must commence its efforts to cure within that time period and the cure period will continue as long as such diligent efforts continue. No termination under this paragraph will be effective until the relevant cure period has expired.
- 11.2. **Termination by Licensee.** Licensee may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to City.
12. **Assignment.** Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.
- 12.1. Notwithstanding the foregoing, Licensee may at any time, on written notice to City, assign this Agreement and/or any or all of its rights and obligations under this Agreement:
- 12.1.1. to any Affiliate (as defined below) of Licensee;
- 12.1.2. to any purchaser of all or substantially all of Licensee's Network Facilities in City if Licensee determines after a reasonable investigation that the purchaser has the resources and ability to fulfill the obligations of this Agreement; Subject to City's consent, which will not be unreasonably withheld, conditioned, or delayed, Licensee may assign to any successor in interest of Licensee's business operations in City in connection with any merger, acquisition, or similar transaction if Licensee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement.
- 12.2. Following any assignment of this Agreement to an Affiliate, Licensee will remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this Agreement, (i) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Licensee; and (ii) "control" means, with respect to: (a) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (b) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (c) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.
13. **Notice.** All notices related to this Agreement will be in writing and sent, if to Licensee to the email addresses set forth below, and if to City to the address set forth in City's signature block to this Agreement. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by facsimile transmission or by electronic mail, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.

Licensee's e-mail address for notice is [googlefibernotices@google.com](mailto:googlefibernotices@google.com), with a copy to [legal-notices@google.com](mailto:legal-notices@google.com).

14. **Meet and Discuss.** Notwithstanding any other provision contained herein, before City or Licensee brings an action or claim before any court or regulatory body arising out of a duty or right arising under this Agreement, Licensee and City will first make a good-faith effort to resolve their dispute by discussion.
15. **General Provisions.** This Agreement is governed by the laws of the State of Missouri. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. The parties agree to meet at reasonable times on reasonable notice to discuss this Agreement or Licensee's provision of Broadband Internet Services during the term of the Agreement. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement, including any exhibits, constitutes the entire agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees that Licensee may use electronic signatures.

*[Signature page follows]*

Signed by authorized representatives of the parties on the dates written below.

**Google Fiber Missouri, LLC****City of Belton**

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(Authorized Signature)

---

(Authorized Signature)

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(Name)

---

(Name)

---

(Title)

---

(Title)

Address:  
1600 Amphitheatre Parkway  
Mountain View, CA 94043

Address:

---

Date: \_\_\_\_\_

Email address: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:



**EXHIBIT A**  
**FORM OF LETTER OF AUTHORIZATION**

[LICENSEE LETTERHEAD]

[Date]

Via Email ([Email Address])

City of Belton

[Addressee]

[Address]

Re: [Amended] Letter of Authorization

Dear [Name],

In accordance with Section 4.3 of the License Agreement dated [ ] between the City of Belton and Google Fiber Missouri, LLC ("**Google Fiber**"), Google Fiber hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications and other submissions to the City on behalf of Google Fiber.

[Insert name and title for each Authorized Individual, including any Authorized Individual previously named and whose authority continues. Strike through the names of any individuals who are no longer authorized, if any.]

1. Name, Title

2. Name, Title

3. Name, Title (previously authorized, authorization continues)

4. ~~Name, Title~~ (authorization withdrawn)

This authorization may be withdrawn or amended and superseded by a written amendment to this Letter of Authorization, which will be effective 24 hours after receipt by the City.

Kind regards,

[Name]

Manager, Google Fiber Missouri, LLC

# **SECTION IX**

## **A**

**AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2022 ADOPTED CITY BUDGET FOR THE PURPOSE OF APPROPRIATING ARPA FUNDS RECEIVED BY THE CITY.**

**WHEREAS**, the City of Belton received an initial disbursement of American Rescue Plan Act (ARPA) funds in the amount of \$2,385,307.24; and

**WHEREAS**, the ARPA funds may be used for water infrastructure and to provide premium pay to eligible workers performing essential work during the COVID-19 public health emergency; and

**WHEREAS**, the City Council recognizes the importance of well-maintained water infrastructure and the value its employees bring to the City, particularly during the past and current years while working through the pandemic, and

**WHEREAS**, the City Council desires to maintain the City's water infrastructure and provide supplemental compensation for all full time city employees and part time city employees who worked an average of 15 hours or more weekly from November 1, 2020 (or their date of hire, if later) as of December 13, 2021, for current work and work to be performed.

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

**SECTION 1.** That the City Council hereby authorizes providing supplemental pay of \$1,000 for each full-time city employee as of December 13, 2021, for current work and work to be performed during Fiscal Year 2022.

**SECTION 2.** That the City Council hereby authorizes providing supplemental pay of \$500 for each part-time city employee as of December 13, 2021, who worked an average of 15 hours or more weekly from November 1, 2020 (or their date of hire, if later), for current work and work to be performed during Fiscal Year 2022.

**SECTION 3.** That the City Council hereby authorizes replacing cast iron water line infrastructure within the City.

**SECTION 4.** In the General Fund, # 010...

INCREASE the balance by \$ 182,604 (whole dollars) of Revenue line item, # 010-0000-3310514, named ARPA.

INCREASE the balance by \$ 1,000 (whole dollars) of Expenditure line item, # 010-1100-4001110, named Senior Center – Salaries - Regular.

INCREASE the balance by \$ 77 (whole dollars) of Expenditure line item, # 010-1100-4001230, named Senior Center – Social Security.

INCREASE the balance by \$ 76 (whole dollars) of Expenditure line item,  
# 010-1100-4001255 , named Senior Center – Workers’ Compensation.

INCREASE the balance by \$ 3,000 (whole dollars) of Expenditure line item,  
# 010-1200-4001110 , named Administration – Salaries - Regular .

INCREASE the balance by \$ 230 (whole dollars) of Expenditure line item,  
# 010-1200-4001230 , named Administration – Social Security.

INCREASE the balance by \$ 226 (whole dollars) of Expenditure line item,  
# 010-1200-4001255 , named Administration – Workers’ Compensation.

INCREASE the balance by \$ 2,000 (whole dollars) of Expenditure line item,  
# 010-1400-4001110 , named City Clerk – Salaries - Regular .

INCREASE the balance by \$ 153 (whole dollars) of Expenditure line item,  
# 010-1400-4001230 , named City Clerk – Social Security.

INCREASE the balance by \$ 150 (whole dollars) of Expenditure line item,  
# 010-1400-4001255 , named City Clerk – Workers’ Compensation.

INCREASE the balance by \$ 2,000 (whole dollars) of Expenditure line item,  
# 010-1500-4001110 , named Information Technology – Salaries – Regular.

INCREASE the balance by \$ 153 (whole dollars) of Expenditure line item,  
# 010-1500-4001230 , named Information Technology – Social Security.

INCREASE the balance by \$ 151 (whole dollars) of Expenditure line item,  
# 010-1500-4001255 , named Information Technology – Workers’ Compensation.

INCREASE the balance by \$ 5,000 (whole dollars) of Expenditure line item,  
# 010-1600-4001110 , named Municipal Court – Salaries - Regular .

INCREASE the balance by \$ 383 (whole dollars) of Expenditure line item,  
# 010-1600-4001230 , named Municipal Court – Social Security.

INCREASE the balance by \$ 378 (whole dollars) of Expenditure line item,  
# 010-1600-4001255 , named Municipal Court – Workers’ Compensation.

INCREASE the balance by \$ 6,000 (whole dollars) of Expenditure line item,  
# 010-1800-4001110 , named Finance – Salaries - Regular .

INCREASE the balance by \$ 500 (whole dollars) of Expenditure line item,  
# 010-1800-4001120 , named Finance – Salaries - Temporary .

INCREASE the balance by \$ 498 (whole dollars) of Expenditure line item,  
# 010-1800-4001230 , named Finance – Social Security.

INCREASE the balance by \$ 491 (whole dollars) of Expenditure line item,  
# 010-1800-4001255 , named Finance – Workers’ Compensation.

INCREASE the balance by \$ 9,000 (whole dollars) of Expenditure line item,  
# 010-2000-4001110 , named Public Works – Salaries - Regular .

INCREASE the balance by \$ 689 (whole dollars) of Expenditure line item,  
# 010-2000-4001230 , named Public Works – Social Security.

INCREASE the balance by \$ 680 (whole dollars) of Expenditure line item,  
# 010-2000-4001255 , named Public Works – Workers’ Compensation.

INCREASE the balance by \$ 4,000 (whole dollars) of Expenditure line item,  
# 010-2100-4001110 , named Inspection – Salaries - Regular .

INCREASE the balance by \$ 306 (whole dollars) of Expenditure line item,  
# 010-2100-4001230 , named Inspection – Social Security.

INCREASE the balance by \$ 302 (whole dollars) of Expenditure line item,  
# 010-2100-4001255 , named Inspection – Workers’ Compensation.

INCREASE the balance by \$ 1,000 (whole dollars) of Expenditure line item,  
# 010-2200-4001110 , named Animal Control – Salaries - Regular .

INCREASE the balance by \$ 77 (whole dollars) of Expenditure line item,  
# 010-2200-4001230 , named Animal Control – Social Security.

INCREASE the balance by \$ 76 (whole dollars) of Expenditure line item,  
# 010-2200-4001255 , named Animal Control – Workers’ Compensation.

INCREASE the balance by \$ 2,000 (whole dollars) of Expenditure line item,  
# 010-2300-4001110 , named Garage Operations – Salaries - Regular .

INCREASE the balance by \$ 153 (whole dollars) of Expenditure line item,  
# 010-2300-4001230 , named Garage Operations – Social Security.

INCREASE the balance by \$ 151 (whole dollars) of Expenditure line item,  
# 010-2300-4001255 , named Garage Operations – Workers’ Compensation.

INCREASE the balance by \$ 1,000 (whole dollars) of Expenditure line item,  
# 010-3200-4001110 , named Emergency Management– Salaries - Regular.

INCREASE the balance by \$ 77 (whole dollars) of Expenditure line item,  
# 010-3200-4001230 , named Emergency Management – Social Security.

INCREASE the balance by \$ 76 (whole dollars) of Expenditure line item,  
# 010-3200-4001255 , named Emergency Management – Workers' Compensation.

INCREASE the balance by \$ 47,000 (whole dollars) of Expenditure line item,  
# 010-3600-4001110 , named Fire– Salaries - Regular .

INCREASE the balance by \$ 3,596 (whole dollars) of Expenditure line item,  
# 010-3600-4001230 , named Fire – Social Security.

INCREASE the balance by \$ 3,551 (whole dollars) of Expenditure line item,  
# 010-3600-4001255 , named Fire – Workers' Compensation.

INCREASE the balance by \$ 65,000 (whole dollars) of Expenditure line item,  
# 010-3800-4001110 , named Police– Salaries - Regular .

INCREASE the balance by \$ 4,973 (whole dollars) of Expenditure line item,  
# 010-3800-4001230 , named Police – Social Security.

INCREASE the balance by \$ 4,911 (whole dollars) of Expenditure line item,  
# 010-3800-4001255 , named Police – Workers' Compensation.

INCREASE the balance by \$ 8,000 (whole dollars) of Expenditure line item,  
# 010-3900-4001110 , named Municipal Jail– Salaries - Regular .

INCREASE the balance by \$ 612 (whole dollars) of Expenditure line item,  
# 010-3900-4001230 , named Municipal Jail – Social Security.

INCREASE the balance by \$ 604 (whole dollars) of Expenditure line item,  
# 010-3900-4001255 , named Municipal Jail – Workers' Compensation.

INCREASE the balance by \$ 2,000 (whole dollars) of Expenditure line item,  
# 010-4000-4001110 , named Community Planning & Development– Salaries -  
Regular .

INCREASE the balance by \$ 153 (whole dollars) of Expenditure line item,  
# 010-4000-4001230 , named Community Planning & Development – Social  
Security.

INCREASE the balance by \$ 151 (whole dollars) of Expenditure line item,  
# 010-4000-4001255, named Community Planning & Development –  
Workers'Compensation.

**SECTION 5.** In the Park Fund, # 220 ...

INCREASE the balance by \$ 21,892 (whole dollars) of Revenue line item,  
# 220-0000-3310514 , named ARPA .

INCREASE the balance by \$ 2,000 (whole dollars) of Expenditure line item,  
# 220-3005-4001110 , named Park Administration – Salaries - Regular .

INCREASE the balance by \$ 153 (whole dollars) of Expenditure line item,  
# 220-3005-4001230 , named Park Administration – Social Security .

INCREASE the balance by \$ 151 (whole dollars) of Expenditure line item,  
# 220-3005-4001255 , named Park Administration – Workers’ Compensation .

INCREASE the balance by \$ 6,000 (whole dollars) of Expenditure line item,  
# 220-3010-4001110 , named Park Maintenance – Salaries - Regular .

INCREASE the balance by \$ 500 (whole dollars) of Expenditure line item,  
# 220-3010-4001120 , named Park Maintenance – Salaries - Temporary .

INCREASE the balance by \$ 498 (whole dollars) of Expenditure line item,  
# 220-3010-4001230 , named Park Maintenance – Social Security .

INCREASE the balance by \$ 491 (whole dollars) of Expenditure line item,  
# 220-3010-4001255 , named Park Maintenance – Workers’ Compensation .

INCREASE the balance by \$ 1,000 (whole dollars) of Expenditure line item,  
# 220-3030-4001110 , named Park Recreation – Salaries - Regular .

INCREASE the balance by \$ 77 (whole dollars) of Expenditure line item,  
# 220-3030-4001230 , named Park Recreation – Social Security .

INCREASE the balance by \$ 76 (whole dollars) of Expenditure line item,  
# 220-3030-4001255 , named Park Recreation – Workers’ Compensation .

INCREASE the balance by \$ 4,000 (whole dollars) of Expenditure line item,  
# 220-3040-4001110 , named Park HBWC – Salaries - Regular .

INCREASE the balance by \$ 4,500 (whole dollars) of Expenditure line item,  
# 220-3040-4001120 , named Park HBWC – Salaries - Temporary .

INCREASE the balance by \$ 651 (whole dollars) of Expenditure line item,  
# 220-3040-4001230 , named Park HBWC – Social Security .

INCREASE the balance by \$ 642 (whole dollars) of Expenditure line item,  
# 220-300-4001255 , named Park HBWC – Workers’ Compensation .

INCREASE the balance by \$ 1,000 (whole dollars) of Expenditure line item,  
# 220-3040-4001110 , named Park Special Events – Salaries - Regular .

INCREASE the balance by \$ 77 (whole dollars) of Expenditure line item,  
# 220-3040-4001230 , named Park Special Events – Social Security .

INCREASE the balance by \$ 76 (whole dollars) of Expenditure line item,  
# 220-300-4001255 , named Park Special Events – Workers’ Compensation .

**SECTION 6.** In the Hotel/Motel Tax Fund, # 224 ...

INCREASE the balance by \$ 2,304 (whole dollars) of Revenue line item,  
# 224-0000- 3310514 , named ARPA .

INCREASE the balance by \$ 2,000 (whole dollars) of Expenditure line item,  
# 224-0000-4001110 , named Salaries - Regular .

INCREASE the balance by \$ 153 (whole dollars) of Expenditure line item,  
# 220-0000-4001230 , named Social Security .

INCREASE the balance by \$ 151 (whole dollars) of Expenditure line item,  
# 220-0000-4001255 , named Workers’ Compensation .

**SECTION 7.** In the Street Fund, # 225 ...

INCREASE the balance by \$ 16,129 (whole dollars) of Revenue line item,  
# 225-0000- 3310514 , named ARPA .

INCREASE the balance by \$ 14,000 (whole dollars) of Expenditure line item,  
# 225-0000-4001110 , named Salaries - Regular .

INCREASE the balance by \$ 1,071 (whole dollars) of Expenditure line item,  
# 225-0000-4001230 , named Social Security .

INCREASE the balance by \$ 1,058 (whole dollars) of Expenditure line item,  
# 225-0000-4001255 , named Workers’ Compensation .

**SECTION 8.** In the Wastewater Fund, # 660 ...

INCREASE the balance by \$ 13,825 (whole dollars) of Revenue line item,  
# 660-0000- 3310514 , named ARPA .

INCREASE the balance by \$ 12,000 (whole dollars) of Expenditure line item,  
# 660-0000-4001110 , named Salaries - Regular .



INCREASE the balance by \$ 918 (whole dollars) of Expenditure line item,  
# 660-0000-4001230 , named Social Security.

INCREASE the balance by \$ 907 (whole dollars) of Expenditure line item,  
# 660-0000-4001255 , named Workers' Compensation.

**SECTION 9.** In the Water Fund, # 662...

INCREASE the balance by \$ 12,673 (whole dollars) of Revenue line item,  
# 662-0000- 3310514 , named ARPA .

INCREASE the balance by \$ 11,000 (whole dollars) of Expenditure line item,  
# 662-0000-4001110 , named Salaries - Regular .

INCREASE the balance by \$ 842 (whole dollars) of Expenditure line item,  
# 662-0000-4001230 , named Social Security.

INCREASE the balance by \$ 831 (whole dollars) of Expenditure line item,  
# 662-0000-4001255 , named Workers' Compensation.

**SECTION 10.** In the Golf Fund, # 665...

INCREASE the balance by \$ 12,097 (whole dollars) of Revenue line item,  
# 665-0000- 3310514 , named ARPA .

INCREASE the balance by \$ 6,000 (whole dollars) of Expenditure line item,  
# 665-0000-4001110 , named Salaries - Regular .

INCREASE the balance by \$ 4,500 (whole dollars) of Expenditure line item,  
# 665-0000-400120 , named Salaries - Temporary .

INCREASE the balance by \$ 804 (whole dollars) of Expenditure line item,  
# 665-0000-4001230 , named Social Security.

INCREASE the balance by \$ 793 (whole dollars) of Expenditure line item,  
# 665-0000-4001255 , named Workers' Compensation.

**SECTION 11.** In the Water Fund, # 662...

INCREASE the balance by \$ 2,123,784 (whole dollars) of Revenue line item,  
# 662-0000- 3310514 , named ARPA .

INCREASE the balance by \$ 2,123,784 (whole dollars) of Expenditure line item,  
# 662-0000-4957300 , named Improvements – Water Line Replacement (WT2202).

**SECTION 12.** That this ordinance shall be in full force and effect from and after the date of its passage and approval.

READ FOR THE FIRST TIME: November 9, 2021

READ FOR THE SECOND TIME AND PASSED:

Approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, and thereafter adopted as Ordinance No. 2021-\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, after the second reading thereof by the following vote, to-wit:

AYES:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

# **SECTION IX**

## **D**

**AN ORDINANCE AMENDING CHAPTER 13, ARTICLE IX OF THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI BY ESTABLISHING DIVISION 7, UTILITY VEHICLES, RECREATIONAL OFF-HIGHWAY VEHICLES, AND GOLF CARTS, REGULATING THE USE OF CERTAIN SPECIAL VEHICLES IN THE CITY OF BELTON, MISSOURI; AND AMENDING CHAPTER 13, ARTICLE IX, DIVISION 4, SECTION 13-465, SAFETY HELMETS REQUIRED TO CONFORM TO CHANGES SET OUT IN HOUSE BILL 1963.**

**WHEREAS**, Chapter 304 of the Revised Statutes of Missouri, specifically Sections 304.032 through 304.034, authorizes cities to permit and regulate the operation of utility vehicles, recreational off-highway vehicles, and golf carts on city streets by the adoption of an appropriate ordinance; and

**WHEREAS**, it is in the best interest of public health and safety for the City to adopt an ordinance to regulate utility vehicles, recreational off-highway vehicles, and golf carts on city streets; and

**WHEREAS**, the Governor of Missouri signed into law H.B. 1963 which, in part, amended Chapter 302 of the Missouri Revised Statutes by amending Section 302.020(2), which eliminated the mandatory use of helmets by all motorcyclists; and

**WHEREAS**, the City Council desires to regulate utility vehicles, recreational off-highway vehicles, and golf carts and to amend the Code of Ordinances to conform with H.B. 1963.

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

- Section 1. That Chapter 13, Article IX of the Code of Ordinances of the City of Belton, Missouri is hereby amended by adding Division 7, Utility Vehicles, Recreational Off-Highway Vehicles, and Golf Carts as set forth in **Exhibit A** attached hereto and incorporated as if fully set forth herein by reference hereto.
- Section 2. That Chapter 13, Article IX, Division 4, Section 13-465 Safety Helmets Required of the Code of Ordinances of the City of Belton, Missouri is hereby amended as set forth in **Exhibit B** attached hereto and incorporated as if fully set forth herein by reference hereto.
- Section 3. That the codifier will assign appropriate numbers to sections and other subdivisions as to be inserted into the Code.
- Section 4. That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.
- Section 5. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

Read for the first time: November 9, 2021

Read for second time and passed:

---

Mayor Norman K. Larkey, Sr

Approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

---

Mayor Norman K. Larkey, Sr

ATTEST:

---

Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2021, and thereafter adopted as Ordinance No. 2021-\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2021, after the second reading thereof by the following vote, to-wit:

AYES:           COUNCILMEMBER:

NOES:           COUNCILMEMBER:

ABSENT:        COUNCILMEMBER:

---

Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

## Exhibit A

### DIVISION 7. - UTILITY VEHICLES, RECREATIONAL OFF-HIGHWAY VEHICLES, AND GOLF CARTS

#### Definitions

*Utility vehicle* means any motorized vehicle manufactured and used exclusively for off-highway use which is more than fifty inches but no more than eighty inches in width, measured from outside of tire rim to outside of tire rim, with an unladen dry weight of three thousand five hundred pounds or less, traveling on no less than four wheels, to be used primarily for landscaping, lawn care, or maintenance purposes. RSMo 301.010(71)

*Recreational off-highway vehicle* means any motorized vehicle manufactured and used exclusively for off-highway use which is more than fifty inches but no more than eighty inches in width, measured from outside of tire rim to outside of tire rim, with an unladen dry weight of three thousand five hundred pounds or less, traveling on four or more nonhighway tires and which may have access to ATV trails. RSMo 301.010(50)

*Golf cart* means a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of twenty miles per hour. RSMo 304.034(3)

#### Utility Vehicles or Recreational Off-Highway Vehicle

- (a) No person shall operate a utility vehicle or recreational off-highway vehicle upon the streets or highways of this city, except as follows:
  - 1) Vehicles owned and operated by a governmental entity for official use.
  - 2) Vehicles operated for agricultural purposes or industrial on-premises purposes between the official sunrise and sunset on the day of operation, unless equipped with proper lighting.
  - 3) Vehicles operated by handicapped persons for short distances occasionally only on the city's secondary roads when operated between the hours of sunrise and sunset.
  - 4) Governing bodies of cities may issue special permits for utility vehicles or recreational off-highway vehicles to be used on city streets or highways within the city limits by licensed drivers, **subject to an inspection**. The fee for the annual permit shall be fifteen dollars (\$15.00). The permit shall be affixed to the left rear fender of the vehicle.
- (b) A person operating a utility vehicle or recreational off-highway vehicle on a city street or highway shall have a valid operator's or chauffeur's driver's license but shall not be required to have passed an examination for the operation of a motorcycle.
- (c) The operator of a utility vehicle or recreational off-highway vehicle is required to obey all the same traffic laws as an operator of a motor vehicle and all other applicable municipal ordinances.

(d) No person shall operate a utility vehicle or recreational off-highway vehicle as defined in this Article on any city street or highway:

- 1) In excess of the posted speed limit.
- 2) In any careless way so as to endanger the person or property of another.
- 3) While under the influence of alcohol or any controlled substance.
- 4) Without proof of financial responsibility in accordance with Section 303.160 RSMo or maintain any other insurance policy providing equivalent liability coverage for a utility vehicle. If stopped, the operator of the vehicle will be required to show proof of insurance coverage.
- 5) With a passenger or rider, unless said vehicle is designed for passengers or riders; provided however, that in no event shall the operator allow more passengers than the number of seats or passenger allowance is for the utility vehicle or recreational off-road vehicle. **All passengers under the age of 16 shall wear securely fastened safety helmets.**

(e) Every utility vehicle or recreational off-highway vehicle operated on a city street or highway within the City shall have the following equipment:

- 1) A lighted headlamp and tail lamp which shall be in operation at any time from one-half hour after sunset to one-half hour before sunrise or as otherwise specified in Section 307.020 RSMo (definition of “When lighted lamps are required”).
- 2) A braking system maintained in good operating condition.
- 3) An adequate muffler system in good working condition and a United States Forest Service qualified spark arrester.
- 4) A safety belt or harness for driver and occupant(s).
- 5) A recreational off-highway vehicle (only) shall have a bicycle safety flag which extends not less than seven feet above the ground, attached to the rear of the vehicle. The bicycle safety flag shall be triangular with an area of not less than thirty square inches and shall be day-glow in color.

State law reference(s) – RSMo 304.032; 304.033

## **Golf Carts**

(a) No person shall operate a golf cart upon the streets of this city, except as follows:

- 1) Golf carts owned and operated by a governmental entity for official use.
- 2) Golf carts whose operators carry a special permit issued by the City pursuant to this section and affixed to the left rear fender of the vehicle. The fee for the annual permit shall be fifteen dollars (\$15.00). **Golf carts are subject to an inspection prior to receiving a permit.**

(b) A golf cart shall not be operated at any time on any state or federal highway but may be operated upon such highway in order to cross a portion of the state highway system which intersects a municipal street. No golf cart shall cross any highway at an intersection where the highway being crossed has posted speed limit of more than forty-five miles per hour.

- (c) A person operating a golf cart on a city street shall have a valid operator's driver's license.
- (d) The operator of a golf cart is required to obey all the same traffic laws as an operator of a motor vehicle and all other applicable municipal ordinances.
- (e) No person shall operate a golf cart as defined in this Article on any city street:
  - 1) **That has a posted speed limit greater than thirty-five miles per hour.**
  - 2) In excess of the posted speed limit, but under no circumstance shall the golf cart be operated in excess of twenty miles per hour.
  - 3) In any careless way so as to endanger a person or property of another.
  - 4) While under the influence of alcohol or any controlled substance.
  - 5) Without proof of financial responsibility in accordance with Section 303.160 RSMo or maintain any other insurance policy providing equivalent liability coverage for a golf cart. If stopped, the operator of the golf cart will be required to show proof of insurance coverage.
  - 6) With a passenger or rider, unless the golf cart is designed for passengers or riders; provided however, that in no event shall the operator allow more passengers than the number of seats or passenger allowance is for the golf cart.
- (f) Every golf cart operated on a city street within the City shall have the following equipment:
  - 1) A lighted headlamp and tail lamp which shall be in operation at any time from one-half hour after sunset to one-half hour before sunrise or as otherwise specified in Section 307.020 RSMo (definition of "When lighted lamps are required").
    - i. The headlamp shall be mounted at the same level on each side of the front of the vehicle and the tail lamp, red in color, shall be mounted at the same level on each of the rear of the vehicle.
  - 2) A braking system maintained in good operating condition.
  - 3) A bicycle safety flag which extends not less than seven feet above the ground, attached to the rear of the vehicle. The bicycle safety flag shall be triangular with an area of not less than thirty square inches and shall be day-glow in color.

State law reference – RSMo 304.034

### **Penalty**

- (a) Any person who knowingly violates any provision of this Article is guilty of an ordinance violation and, upon conviction thereof, shall be punished by a fine. If any person knowingly violates any provision in the presence of a peace officer possessing the duty and power of arrest for violation of the general criminal laws of the state or for violation of ordinances of counties or municipalities of the state, said officer may impound the vehicle involved. Additionally, the court may require suspension of the special permit, prohibiting operation of the vehicle within the city limits.



## **Exhibit B**

### **Sec. 13-465. Safety helmets required.**

Every person under twenty-six years of age who is operating or riding as a passenger on any motorcycle, motorized bicycles, and motor scooters while on public roads, streets, highways, alleys, or surfaces open to public use by custom or habit as a roadway of this city shall be required to wear on their head firmly affixed helmets that meet the requirements of the National Safety Council, the state and the city.

(Code 1976, § 13-10; Ord. No. 67-281, § 5.74, 5-1-1967)

State law reference(s)—Similar requirements, RSMo 302.020.

# **SECTION IX**

## **E**

**AN ORDINANCE AUTHORIZING THE TAXABLE INDUSTRIAL REVENUE BONDS (NP SOUTHVIEW INDUSTRIAL BUILDING 4, LLC PROJECT), SERIES 2021 RELATED TO AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS.**

**WHEREAS**, the City of Belton, Missouri, a constitutional charter city and political subdivision of the State of Missouri (the “City”), is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (RSMo) (collectively, the “Act”), to purchase, construct, extend and improve certain projects (as defined in Section 100.010 RSMo) 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**, Section 100.050 RSMo requires the City to prepare a plan in connection with any industrial development project undertaken pursuant to the Act; and

**WHEREAS**, a Plan for an Industrial Development Project and Cost-Benefit Analysis (the “Plan”) was prepared and distributed to the taxing jurisdictions along with notice of a public hearing held by the City on March 30, 2021; and

**WHEREAS**, on March 30, 2021 the public hearing on the Plan was held by the City and public comment was taken; and

**WHEREAS**, on April 13, 2021, the City Council adopted Ordinance No. 2021-4622 approving the Plan; and

**WHEREAS**, the City Council hereby finds and determines that it is desirable for the improvement of the economic welfare and development of the City and within the public purposes of the Act that the City issue its Taxable Industrial Revenue Bonds (NP Southview Industrial Building 4, LLC Project), Series 2021, in an aggregate principal amount not to exceed \$30,000,000 (the “Bonds”), for the purpose of (a) acquiring certain land in the City (the “Project Site”), (b) leasing the Project Site and Project Improvements (as hereinafter defined) to NP Southview Industrial Building 4, LLC, a Delaware limited liability company (the “Tenant”) for the construction of an approximately 501,000 square foot Class A industrial distribution warehouse and commercial facility thereon, including the purchase and installation of equipment and fixtures relating thereto (collectively, the “Project Improvements,” with the Project Site and the Project Improvements being the “Project”), and (c) paying a portion of the costs of issuing the Bonds; and

**WHEREAS**, simultaneously with the issuance of the Bonds, the City will lease the Project to the Tenant; and

**WHEREAS**, the City Council further finds and determines that it is necessary and desirable in connection with 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. AUTHORIZATION OF THE BONDS.** The City is hereby authorized to issue and sell the Bonds as described in the recitals hereto for the purpose of providing funds to pay the costs of the Project and to pay a portion of the costs of issuing the Bonds. The Bonds shall be issued and secured pursuant to the Indenture (defined herein) and shall have such terms, provisions, covenants and agreements as are set forth therein.

**SECTION 2. LIMITATION OF LIABILITY.** The Bonds and the interest thereon shall be limited and special revenue obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease Agreement and not from any other fund or source of the City. Such payments, revenues and receipts shall be pledges and assigned to the bond trustee named therein (the “Trustee”) as security for the payment of the Bonds as provided in the Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City or the State of Missouri (the “State”), and neither the City nor the State shall be liable thereon. The Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction and are not payable in any manner by taxation.

**SECTION 3. AUTHORIZATION OF DOCUMENTS.** The City is hereby authorized to enter into the following documents (the “City Documents”), in substantially the forms presented to and approved by the City Council and attached to this Ordinance, with such officials’ signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture (the “Indenture”), between the City and the Trustee, pursuant to which (1) the Bonds will be issued and (2) the City will pledge the Project and assign certain of 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 Indenture.

(b) Lease Agreement (the “Lease Agreement”), between the City and the Tenant, under which the City will lease the Project to the Tenant, pursuant to the terms and conditions in the Lease Agreement, in consideration of rental payments by Tenant that will be sufficient to pay the principal of, premium, if any, and interest on the Bonds, including a Memorandum of Lease Agreement providing notice of the Lease Agreement.

(c) Bond Purchase Agreement between the City and the Tenant, as the purchaser of the Bonds.

(d) Deed of Trust granted by the City for the benefit of the Trustee to secure payment of the Bonds and other obligations related to the Bonds and the Project.

**SECTION 4. EXECUTION OF DOCUMENTS.** The Mayor is hereby authorized 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 is hereby authorized 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 is hereby authorized 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 5. FURTHER AUTHORITY.** The City shall, and the officials, agents and employees of the City are hereby authorized 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. The Mayor is hereby authorized, throughout the term of the City Documents, to execute all documents on behalf of the City (including documents pertaining to the transfer of property) as may be required to carry out and comply with the intent of this Ordinance and the City Documents.

**SECTION 6. CONFLICTS.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

READ FOR THE FIRST TIME: November 30, 2021

READ FOR THE SECOND TIME AND PASSED:

---

Mayor Norman K. Larkey Sr.

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

---

Mayor Norman K. Larkey Sr.

ATTEST:

---

Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

Approved as to form:

\_\_\_\_\_  
E. Sid Douglas III, Special Legal Counsel

STATE OF MISSOURI    )  
CITY OF BELTON        )   ss.  
COUNTY OF CASS       )

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, and thereafter adopted as Ordinance No. 2021-\_\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, after the second reading thereof by the following vote, to-wit:

AYES:       COUNCILMEMBER:

NOES:       COUNCILMEMBER:

ABSENT:     COUNCILMEMBER:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

---

---

**CITY OF BELTON, MISSOURI**

**AND**

**BOKF, N.A.  
As Trustee**

---

**TRUST INDENTURE**

**Dated as of [DATED DATE], 2021**

---

**Relating to:**

**\$30,000,000  
(Aggregate Maximum Principal Amount)  
City of Belton, Missouri  
Taxable Industrial Revenue Bonds  
(NP Southview Industrial 4, LLC Project)  
Series 2021**

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# **TRUST INDENTURE**

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## TRUST INDENTURE

**THIS TRUST INDENTURE** dated as of [DATED DATE], 2021 (the “**Indenture**”), between the **CITY OF BELTON, MISSOURI**, a constitutional charter city duly organized and validly existing under the laws of the State of Missouri (the “**Issuer**”), and **BOKF, N.A.**, a national banking association duly organized and validly existing under the laws of the United States of America and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Missouri, with a corporate trust office located in Kansas City, Missouri, as Trustee (the “**Trustee**”);

### WITNESSETH:

**WHEREAS**, the Issuer is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 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) 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 Issuer deem advisable;

**WHEREAS**, pursuant to the Act, the governing body of the Issuer has heretofore passed an ordinance (the “**Ordinance**”) on \_\_\_\_\_, 2021, authorizing the Issuer to issue its Taxable Industrial Revenue Bonds (NP Southview Industrial 4, LLC Project), Series 2021, in the maximum principal amount of \$30,000,000 (the “**Bonds**”), for the purpose of acquiring, constructing, installing and equipping an approximately 501,000 square foot industrial distribution warehouse and commercial facility, including land, buildings, structures, improvements, and fixtures, as hereinafter more fully described (the “**Project**”), and authorizing the Issuer to lease the Project to the Tenant;

**WHEREAS**, pursuant to the Ordinance, the Issuer is authorized to execute and deliver this Indenture for the purpose of issuing and securing the Bonds and to enter into the Lease Agreement of even date herewith (the “**Lease**”), with the Tenant under which the Issuer, as lessor, will acquire, purchase, construct, equip and remodel the Project and will lease the Project to the Tenant, 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 provided in this Indenture, the valid and legally binding obligations of the Issuer, 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 Issuer, 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 all of 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 Issuer of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns forever (subject to the proviso set forth in the following paragraph), 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;

(b) All right, title and interest of the Issuer in, to and under the Lease and the Deed of Trust (excluding its rights of indemnification and the payment of its fees and expenses), and all rents, revenues and receipts derived by the Issuer from the Project including, without limitation, all rentals and other amounts to be received by the Issuer and paid by the Tenant 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 Issuer 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 and its successors and assigns forever;

**IN TRUST NEVERTHELESS**, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all 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 Issuer 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 Issuer does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Bonds or coupons, as follows:

## ARTICLE I

### DEFINITIONS

**Section 101. Definitions of Words and Terms.** In addition to words and terms defined in **Section 1.1** of the Lease, which definitions shall be deemed to be incorporated herein, and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

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

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

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

**“Authorized Tenant Representative”** means Nathaniel Hagedorn and/or the person at the time designated to act on behalf of the Tenant as evidenced by written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person and signed on behalf of the Tenant by authorized officers. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the Authorized Tenant Representative.

**“Bond”** or **“Bonds”** means the Taxable Industrial Revenue Bonds (NP Southview Industrial 4, LLC Project), Series 2021, in the maximum principal amount of \$30,000,000, issued pursuant to **Section 208** of this Indenture and Additional Bonds, authenticated and delivered under and pursuant to this Indenture.

**“Bond Fund”** means “City of Belton, Missouri, Taxable Industrial Revenue Bond Fund –Southview Industrial Project 4, Series 2021” created in **Section 601** of this Indenture.

**“Bondowner”** means the registered owner of any Bond, as recorded in the books maintained by the Trustee for registration and transfer of the Bonds.

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

**“Business Day”** shall mean a day which is not (a) a Saturday, Sunday or any other day on which the Issuer or banking institutions in New York, New York, or cities in which the principal payment or other designated corporate office of the Trustee is located are required or authorized to close or (b) a day on which the New York Stock Exchange is closed.

**“Closing Date”** means the date identified in the Bond Purchase Agreement for the initial issuance and delivery of the Bonds.

**“Closing Price”** means the amount specified in writing by the Purchaser and agreed to by the Issuer as the amount required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall

be equal to any Project Costs spent by the Tenant from its own funds before the Closing Date plus the costs of issuing the Bonds.

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

**“Costs of Issuance Fund”** means the “City of Belton, Missouri, Costs of Issuance Fund – Southview Industrial Project 4” created in **Section 501** hereof.

**“Cumulative Outstanding Principal Amount”** means an amount equal to the aggregate of all amounts paid into the Project Fund in accordance with the provisions of this Indenture, the Bond Purchase Agreement and the Lease, as reflected in the bond registration records maintained by the Trustee or in the Table of Cumulative Outstanding Principal Amount set forth in the form of Bond in **Section 401** hereof.

**“Deed of Trust”** means the Deed of Trust and Security Agreement dated as of the date hereof granted by the Issuer to secure payment of the Bonds.

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

**“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 bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed as to full and timely payment by, the United States of America, including obligations of any of the federal agencies set forth in clause (b) below to the extent they are unconditionally guaranteed as to full and timely payment by the United States of America;

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

(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 financial institution organized under the laws of any state of the United States of America or under the laws of the United States of America (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 lodged with the Trustee or a custodian bank, trust company or national banking association. The bank, trust company or national banking association holding each such certificate of deposit required to be so secured shall furnish 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) Shares of a fund registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, having assets of at least \$100,000,000, whose only assets are obligations described in (a) above, and which shares, at the time of purchase, are rated by Standard & Poor's and Moody's in one of the two highest rating categories (without regard to any refinements or gradation of rating category by numerical modifier or otherwise) assigned by such rating agencies for obligations of that nature;

(f) Any other investment approved in writing by the Owner of the Bonds.

**"Issuer"** means the City of Belton, Missouri, a constitutional charter city organized and existing under the laws of the State of Missouri, and its successors and assigns.

**"Lease"** means the Lease Agreement dated as of [DATED DATE], 2021, between the Issuer, as Lessor, and the Tenant, 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.

**"Lender"** means any financial institution or lender providing financing to Tenant and its successors or assigns secured by a Mortgage (as defined in the Lease) from Tenant to Lender with respect to the Project.

**"Maturity Date"** means December 1, 2041.

**"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.

**"Owner"** shall have the same meaning as Bondowner.

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

**"Payment Date"** means the date on which principal or interest on any Bond, whether at the stated maturity thereof or the redemption date thereof, is payable, which shall be December 1 of each year that the Bonds are Outstanding.



**“Performance Agreement”** means the Development and Performance Agreement dated as of April 13, 2021, between the Issuer and the Tenant, as amended and supplemented from time to time.

**“Permitted Encumbrances”** means, as of any particular time (a) liens for ad valorem taxes, special assessments and other governmental charges not then delinquent, (b) the Indenture, the Lease, the Deed of Trust, the Mortgage and the Performance Agreement, (c) liens or security interests granted the Lender, all as now existing or hereafter granted, including any subsequent or additional security instruments relating to any future financings or refinancings, (d) such exceptions to title set forth in the title policy included in the transcript of proceedings relating to the Bonds, (e) any sublease, license or easement agreement between the Tenant and a subtenant allowing the use by such party of portions of the Project Site and/or the Project, so long as such use does not impair the use or operation of the Project, and provided that no such agreement shall release the Tenant from its obligations under the Lease or the Performance Agreement, (f) any other lien, encumbrance, lease, easements, restrictions or covenants consented to by the Tenant and/or the Owner of 100% of the principal amount of the Bonds.

**“PILOTS”** means the payments in lieu of taxes to be paid by the Tenant to the City pursuant to the Performance Agreement.

**“Project”** means the project referred to in the recitals of this Indenture, including the Project Site, the Project Improvements and the Project Equipment, and all additions, modifications, improvements, replacements and substitutions made to the Project pursuant to the Lease as they may at any time exist.

**“Project Costs”** means all costs of acquisition, purchase, construction, improvement, equipping and remodeling of the Project, including the following:

(a) all costs and expenses necessary or incident to the acquisition of the Project Site and any Project Improvements and Project Equipment located thereon at the execution of this Lease and which the Tenant conveys to the Issuer;

(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 acquisition, purchase, construction, improvement, equipping and remodeling, preparation of plans, drawings and specifications and supervision of construction and renovation, as well as for the performance of all other duties of architects, appraisers, surveyors and engineers in relation to the acquisition, purchase, construction, improvement, equipping and remodeling of the Project or the issuance of the Bonds;

(c) all costs and expenses of every nature incurred in acquisition, purchase, construction, improvement and remodeling of the Project Improvements and otherwise improving the Project Site and purchasing and installing the Project Equipment, including without limitation the actual cost of labor, materials, machinery, furnishings and equipment as payable to contractors, builders and materialmen in connection with the acquisition, purchase, construction, improvement, equipping and remodeling of the Project;

(d) interest accruing on the Bonds during the period of the acquisition, purchase, construction, improvement, equipping and remodeling of the Project;

(e) the cost of the title insurance policies 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 acquisition, purchase, construction, improvement, equipping and remodeling of the Project;

(g) all other items of expense not elsewhere specified in this definition as may be necessary or incident to: (1) the authorization, issuance and sale of the Bonds; (2) the acquisition, purchase, construction, improvement, equipping and remodeling of the Project; and (3) the financing thereof; and

(h) reimbursement to the Tenant 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 Equipment”** means the personal property to be purchased, constructed, installed and otherwise improved or located on the Project Site pursuant to the Lease and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit B** attached hereto, and all additions (and taking into account any subtractions), alterations, modifications and improvements thereof made pursuant to the Lease.

**“Project Fund”** means “City of Belton, Missouri, Project Fund – Southview Industrial Project 4” created in **Section 501** of this Indenture.

**“Project Improvements”** means the buildings, structures, improvements and fixtures to be purchased, constructed, installed and otherwise improved or located on the Project Site pursuant to the Lease and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit C** attached hereto, and all additions, alterations, modifications and improvements thereof made pursuant to the Lease.

**“Project Site”** means all of the real estate as described in **Exhibit D** attached hereto and by this reference made a part hereof, including any existing improvements thereon.

**“Purchaser”** means the entity identified in the Bond Purchase Agreement as the purchaser of the Bonds.

**“Refunding Bonds”** shall have the meaning set forth in **Section 209** hereof.

**“State”** means the State of Missouri.

**“Supplemental Indenture”** means any indenture supplemental or amendatory to this Indenture entered into by the Issuer 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.

**“Tenant”** means NP Southview Industrial 4, LLC, a Delaware limited liability company, and its successors or assigns.

**“Trust Estate”** means the Trust Estate described in the Granting Clauses of this Indenture.

**“Trustee”** means BOKF, N.A., a national banking association duly organized and validly existing under the laws of the United States of America and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Missouri, 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, the words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(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” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections 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 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 Bond (NP Southview Industrial 4, LLC Project), Series 2021.” The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$30,000,000, 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 Issuer payable solely out of the rents, revenues and receipts derived by the Issuer from the Project and not from any other fund or source of the Issuer, and are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners of the Bonds, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the Issuer or the State of Missouri, and neither the Issuer nor said State shall be liable thereon, and the Bonds shall not constitute an 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 Bonds shall be issuable in the form of one fully registered Bond without coupons in the denomination of \$0.01 or any multiple thereof up to the maximum principal denomination of \$30,000,000. The Bond shall be substantially in the form hereinafter set forth in **Article IV** of this Indenture.

(b) The Bond shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the 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 Bond.**

(a) The principal of and interest on the Bond 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 Bonds at the payment office of any Paying Agent named in the Bonds. The payment of principal on the Bonds shall be noted on the Bonds on **Schedule I** thereto and the registration books maintained by the Trustee pursuant to **Section 206** hereof. Payment of the interest on the Bonds shall be made by the Trustee on each Payment Date to the Person appearing on the registration books of the Trustee hereinafter provided for as the Owner thereof on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner's address as it appears on such registration books.

(c) The Bonds and the original **Schedule I** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner. If the Bonds are held by the Trustee, the Trustee shall, on each Payment Date, send a revised copy of **Schedule I** via facsimile or other electronic means to the Owner, the Tenant (if not the Owner) and the Issuer. Absent manifest error, the amounts shown on **Schedule I** as noted by the Trustee shall be conclusive evidence of the principal amount paid on the Bonds.

(d) If there is one Owner of the Bonds, the Trustee is authorized to make the final or any interim payments of principal on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated in writing by such Owner and located in the continental United States. The Trustee is also authorized to make interest payments on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the continental United States.

(e) If the Tenant is the sole Owner of the Bonds, then the Tenant may set-off (by book entry or other reasonable means) its obligation to the Issuer as lessee under the Lease to pay rent against the Issuer's obligations to the Tenant as the bondholder under this Indenture for principal of and interest on the Bonds. The Trustee may conclusively rely on the absence of any notice from the Tenant to the contrary as evidence that such set-off has occurred. On the final Payment Date, the Tenant may deliver to the Trustee for cancellation the Bonds and the Tenant shall receive a credit against the Basic Rent payable by the Tenant 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 Bond shall be executed on behalf of the Issuer 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 Issuer affixed thereto or imprinted thereon. In case any officer whose signature or facsimile thereof appears on the Bond 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 Bond shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Section 401** 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 officer or employee 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 Bond has not been registered under the Securities Act of 1933, as amended, or any state securities law, and the Bond may not be transferred unless (i) the Issuer consents in writing to such transfer, and (ii) and the Issuer and the Trustee are furnished a written legal opinion from counsel acceptable to the Trustee, the Issuer and the Tenant, 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 law. The Bond may be transferred to any successor to the Tenant or any entity owned or under common ownership with the Tenant, as Lessee under the Lease without the necessity of obtaining the Issuer's consent or such an opinion. In connection with any such transfer of the Bond 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. Upon any such transfer, the Issuer shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond or Bonds, 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 Issuer 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 Issuer 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 before any such new Bond shall be delivered. Neither the Issuer 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) In the event any registered owner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may impose a charge against such registered owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code, such amount may be deducted by the Trustee from amounts otherwise payable to such registered owner hereunder or under the Bonds.

(e) Notwithstanding anything to the contrary in this Indenture, no Bond shall be transferred in a principal amount less than \$100,000 unless the Cumulative Outstanding Principal Amount of all Bonds Outstanding of the series of which such bond is a part is less than \$100,000.

**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 registered 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 Bonds.**

(a) There shall be issued and secured by this Indenture a series of Bonds in the aggregate maximum principal amount of \$30,000,000 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 Bond (NP Southview Industrial 4, LLC Project), Series 2021.” The Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on the Maturity Date (subject to prior redemption as hereinafter provided in **Article III**) and shall bear interest as specified in **Section 208(e)** hereof, payable on the dates specified in **Section 208(e)** hereof.

(b) The Trustee is hereby designated as the Issuer’s Paying Agent for the payment of the principal of and interest on the Bonds. The Owners of 100% of the Bonds then outstanding may designate a different Paying Agent upon written notice to the Issuer and the Trustee.

(c) The Bond 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 Bond 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 Issuer on \_\_\_\_\_, 2021, authorizing the issuance of the Bonds and the execution of this Indenture and the Lease;
- (2) An original executed counterpart of this Indenture;
- (3) Original executed counterparts of the Lease;

(4) Original executed counterparts of the Deed of Trust;

(5) A request and authorization to the Trustee on behalf of the Issuer, executed by the Authorized Issuer Representative, to authenticate the Bond and deliver the same to the purchaser identified in the Bond Purchase Agreement upon payment to the Trustee, for the account of the Issuer, 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;

(6) An opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the Bonds constitute valid and legally binding revenue bonds of the Issuer;

(7) Evidence of insurance coverage as required by **Article VII** of the Lease; and

(8) The payment bond required by the Performance Agreement.

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, either:

(1) The Purchaser shall pay the Closing Price to the Trustee (a portion of which in an amount equal to the acquisition price of the Project Site may be deemed to have been paid in accordance with the closing memorandum circulated with respect to the Bonds), and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to or upon the order of the Purchaser; or

(2) The Tenant shall submit a requisition certificate in accordance with **Section 4.4** of the Lease, in an amount equal to the Closing Price, and the Trustee shall authenticate and endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to the Tenant (or another purchaser designated by the Tenant).

In either case, the Purchaser shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into the Project Fund, an amount equal to the Closing Price.

(e) Following the initial issuance and delivery of the Bonds, the Tenant may submit additional requisition certificates in accordance with **Section 4.4** 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 Advanced (as defined in subsection (i) below) as set forth on **Schedule I** to the Bonds shall be the date of the Issuer's approval of each requisition certificate. The Tenant shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into the Project Fund, an amount equal to the amount of such requisition. The Trustee shall, at the time of each endorsement, send revised **Schedule I** to the Bonds via facsimile or electronic mail to the Purchaser and the Tenant (if not the sole Owner of the Bonds) and the Issuer. The Trustee shall keep a record of the total requisitions submitted by the Tenant for the Project, and shall notify the Tenant and the Issuer in writing if the requisitions submitted exceed the maximum principal amount of the Bonds.

(f) The Bond shall bear interest at the rate of **3.00%** per annum on the Cumulative Outstanding Principal Amount of the Bond, and such interest shall be payable in arrears on each December 1 until the Maturity Date or upon earlier redemption prior to said date in accordance with **Article III**, and, if the Bond is not paid in full on the Maturity Date, continuing thereafter until the said Cumulative Outstanding Principal

Amount is paid in full; provided, however, in no event shall the interest rate on the Bond exceed the maximum permitted amount under Section 108.170 of the Revised Statutes of Missouri. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each. Principal shall be payable at maturity unless redeemed prior to said date in accordance with **Article III**.

(g) Interest only shall be payable on December 1, 2021 and December 1, 2022. Starting with December 1, 2023 and on each December 1 thereafter while any Bonds are Outstanding, both principal and interest shall be payable on each Payment Date. The interest payable on each Payment Date shall be the amount of interest accrued but unpaid on the Cumulative Outstanding Principal Amount on such date. The amount of principal payable on each Payment Date on and after December 1, 2023 shall be determined by dividing the Cumulative Outstanding Principal Amount as of the November 15th immediately preceding such payment date by the number of remaining Payment Dates to and including December 1, 2041. The payment of each such annual installment shall be applied first to accrued interest and then to principal. Any partial prepayment of Bonds under this Indenture shall reduce the Cumulative Outstanding Principal Amount in an amount equal to the principal so prepaid. Absent manifest error, the Trustee's calculation of the Cumulative Outstanding Principal Amount and the principal and interest due on the Bonds on any Payment Date shall be determinative. The calculation of the Cumulative Outstanding Principal Amount and the amount of principal payable on any particular Payment Date shall be made without giving effect to any partial optional redemption of the Bonds made during the period beginning on the November 15th immediately preceding such Payment Date and ending on such Payment Date.

(h) The Series 2021 Bond shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner. If the Bonds are held by the Trustee, the Trustee shall, upon any change, send a revised copy of the Table of Cumulative Outstanding Principal Amount via facsimile or other electronic means to the Owner, the Tenant (if not the Owner) and the Issuer. Absent manifest error, the amounts shown on the Table of Cumulative Outstanding Principal Amount as noted by the Trustee shall be conclusive evidence of the principal amount Outstanding or paid on the Bonds.

(i) The Trustee shall keep and maintain a record of the amount deposited or deemed to be deposited into the Project Fund pursuant to the terms of this Indenture as "Principal Amount Advanced" and shall enter the aggregate principal amount of the Bonds then Outstanding on its records as the "Cumulative Outstanding Principal Amount." On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owners (or is deemed to be paid by exercise of the Tenant of its right to set-off payments pursuant to **Section 204(e)** hereof and **Section 5.1** of the Lease), pursuant to the provisions of this Indenture, the Trustee shall enter on its records the principal amount paid on the Bonds as "Principal Amount Redeemed," and shall enter the then Outstanding principal amount of the Bonds as "Cumulative Outstanding Principal Amount." If the Tenant is the sole Owner of the Bonds, then the Trustee may conclusively rely on the absence of any notice from the Tenant to the contrary as evidence that the Tenant has exercised its right to set-off its obligation to the Issuer as lessee under the Lease against the Issuer's obligations to the Tenant as the bondholder under this Indenture pursuant to **Section 204(e)** hereof and **Section 5.1** of the Lease. The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes, absent manifest error, and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the form of Bonds in **Exhibit A** hereto. If any moneys are deposited by the Trustee into the Project Fund, then the Trustee shall provide a statement of receipts and disbursements with respect thereto to the Issuer and the Tenant on a monthly basis. After the Project has been completed and the certificate of payment of all costs is 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 Issuer and the Tenant.

**Section 209. Authorization of Additional Bonds.**

(a) Additional Bonds may be issued under and equally and ratably secured by this Indenture on a parity with the 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 providing funds for (i) 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 dated and any expenses in connection with such refunding, (ii) to provide funds to pay the costs of completing the Project, (iii) to provide funds to pay all or any part of the costs of repairing, replacing or restoring the Project in the event of damage, destruction or condemnation thereto or thereof, and (iv) to provide funds to pay all or any part of the costs of acquisition, purchase, construction, improvement, equipping and remodeling to the Project as the Tenant may deem necessary or desirable. Additional Bonds issued for purposes described in clause (i) above shall also be referred to as "Refunding Bonds."

(b) Before any Additional Bonds shall be issued under the provisions of this Section, the Issuer shall (i) pass an ordinance authorizing the issuance of such Additional Bonds, fixing the amount thereof and describing the Bonds to be refunded, authorizing the Issuer to enter into a Supplemental Indenture for the purpose of issuing such Additional Bonds and, if required, authorizing the Issuer to enter into a Supplemental Lease with the Tenant, and (ii) except in the case of Refunding Bonds, for which consent shall not be required, obtain the written consent to the issuance of the proposed Additional Bonds from the Owners of 100% of the Bonds Outstanding as reflected on the bond registration books maintained by the Trustee immediately preceding the issuance of such Additional Bonds.

(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 Bonds, and any other Additional Bonds which remain Outstanding after the issuance of such Additional Bonds.

(d) Except as provided in this Section, the Issuer will not otherwise issue any obligations on a parity with the Bonds, but the Issuer may, at the written request of the Tenant, issue other obligations specifically subordinate and junior to the Bonds, without the written consent of all or any of the Owners.

**Section 210. Mutilated, Lost, Stolen or Destroyed Bonds.** In the event any Bond shall become mutilated, or be lost, stolen or destroyed, the Issuer 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 Issuer and the Trustee evidence of such loss, theft or destruction satisfactory to the Issuer and the Trustee, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a substitute Bond, the Issuer and the Trustee may require the payment of an amount sufficient to reimburse the Issuer 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 Issuer and the Tenant.

## **ARTICLE III**

### **REDEMPTION OF BONDS**

**Section 301. Redemption of Bonds Generally.** The 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 Bonds.** The 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, by the Issuer, at the option of and upon instructions from the Tenant, at a price equal to the par value thereof, 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 **Section 602** hereof, at a price equal to the par value thereof, plus accrued interest thereon, without premium or penalty, to the date of payment.

(c) The Bonds are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Section 9.1** or **9.2** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph (c), money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

(d) The Bonds are subject to mandatory redemption, in whole, in the case of the cessation of operations of the Project as provided in **Section 8.07** of the Performance Agreement. Upon such event, the Issuer shall give notice to the Tenant specifying the date on which the condition or conditions described in this subsection first occurred and the date (not less than nine months after the date so specified or less than two months from the mailing date of the notice) upon which the Tenant must redeem all Outstanding Bonds. Such notice shall not be given by the Issuer during any period of time allowed under **Section 9.1** or **9.2** of the Lease for the repair, restoration, replacement, substitution or rebuilding of damage to, destruction of or with respect to condemnation of the Project.

(e) In connection with a redemption under paragraphs (a), (b), (c) or (d) of this Section, at its option, the Tenant may deliver to the Trustee for cancellation any Bonds owned by the Tenant and not previously paid, and the Tenant shall receive a credit against the amounts payable by the Tenant for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

(f) If only a portion of the Bonds are to be redeemed, (1) Bonds aggregating at least 10% of the maximum aggregate principal amount of Bonds authorized hereunder shall not be subject to redemption and payment before the stated maturity thereof, and (2) the Trustee shall keep a record of the amount of Bonds to remain Outstanding following such redemption.

**Section 303. Effect of Call for Redemption.** Prior to or on the date fixed for redemption, funds or non-callable 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.

**Section 304. Notice of Redemption.** If the Bonds are to be called for redemption as provided in **Section 301** hereof, the Tenant shall deliver written notice to the Issuer and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if the Tenant is the Owner) prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if the Tenant is the Owner) 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, unless such notice period is waived by the Owners in writing.

## ARTICLE IV

### FORM OF BONDS

**Section 401. Form Generally.** The Bond and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit A** attached hereto. 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.

## ARTICLE V

### CUSTODY AND APPLICATION OF BOND PROCEEDS

**Section 501. Creation of Funds.** There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the Issuer:

(a) “City of Belton, Missouri, Project Fund – Southview Industrial Project 4” (herein called the “Project Fund”);

(b) “City of Belton, Missouri, Costs of Issuance Fund – Southview Industrial Project 4” (herein called the “Costs of Issuance Fund”); and

(c) “City of Belton, Missouri, Bond Fund – Southview Industrial Project 4” (herein called the “Bond Fund”).

**Section 502. Deposits into the Project Fund.** The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208(d)** and **(e)** hereof), excluding amounts required to be paid into the Bond Fund pursuant to **Section 601** hereof and any amounts directed to be deposited into the Costs of Issuance Fund by a closing memorandum circulated in connection with the Bonds, shall be deposited (or deemed to be deposited) by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of purchasing, constructing, improving and equipping the Project shall pursuant to any directions from the Person depositing such moneys also be deposited into the Project Fund.

**Section 503. Disbursements from the Project Fund.**

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Tenant (or any other party that has made payment on behalf of the Tenant) for payment of, Project Costs upon receipt of requisition certificates signed by the Tenant in accordance with the provisions of **Article IV** of the Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions.

(b) If, pursuant to **Section 208(d)** and **(e)** hereof, the Trustee is deemed to have deposited into the Project Fund the amount specified in the requisition certificates submitted by the Tenant in accordance with the provisions of **Article IV** of the Lease, the Trustee shall upon endorsement of the Bonds in an equal amount be deemed to have disbursed such funds from the Project Fund to the Tenant (or such other purchaser designated by the Tenant) in satisfaction of the requisition certificate.

(c) 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 Tenant Representative. If the Issuer 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 Issuer. The Issuer hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease. The Trustee shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom, and shall provide a statement of receipts and disbursements with respect thereto to the Tenant 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 shall file a final statement of receipts and disbursements with respect thereto with the Issuer and the Tenant.

**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 any actual balance (as opposed to amounts resulting from deemed deposits) remaining in the Project 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 Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee with advice to the Issuer and to the Tenant of such action.

**Section 506. Deposits into and Disbursements from the Costs of Issuance Fund.** Money deposited by the Tenant in the Costs of Issuance Fund shall be used solely to pay costs of issuing the Bonds or refunded to the Tenant as hereinafter provided. The Trustee shall without further authorization disburse from the Costs of Issuance Fund, to the extent available, money sufficient to pay the amounts shown in a closing memorandum provided to the Trustee on or before the date of delivery of the Bonds, which shall have attached thereto the statements, invoices and related items described in said closing memorandum. The Trustee may rely conclusively on the amounts due as shown in the closing memorandum and will not be required to make any independent inspection or investigation in connection therewith. Any of such money not used to pay costs of issuance by the date that is six months after the issuance of the Bonds shall be refunded to the Tenant.

## ARTICLE VI

### REVENUES AND FUNDS

**Section 601. Deposits Into the Bond Fund.** The Trustee shall deposit into the Bond Fund, as and when received, (a) all rent payments payable by the Tenant to the Issuer specified in **Section 5.1** of the Lease and amounts due under **Section 5.2** of the Lease; (b) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** hereof upon completion of the Project; (c) 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; and (d) 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, including, without limitation, amounts payable into the Bond Fund by the Issuer pursuant to **Section 801** hereof.

**Section 602. Application of Moneys in the Bond Fund.**

(a) Except as provided in **Section 602(d)** 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 Issuer.

(b) The Issuer 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 Issuer covenants and agrees, upon request of the Tenant, 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 Tenant. 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 Tenant 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 Issuer and any Paying Agent and any other amounts required to be paid under this Indenture, the Deed of Trust, the Lease and the Performance Agreement, all amounts remaining in the Bond Fund shall be paid to the Tenant upon the expiration or sooner termination of the Lease.

**Section 603. Payments Due on Saturdays, Sundays and Holidays.** 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 a Saturday, a Sunday or a legal holiday or a day on which banking institutions in the Issuer of payment are authorized by law to close, 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 not a Saturday, a Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close 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 604. 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 Issuer 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 repay to the Tenant the funds theretofore held by it for payment of such Bond, without liability for interest thereon, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Tenant, and the Owner thereof shall be entitled to look only to the Tenant for payment, and then only to the extent of the amount so repaid, and the Tenant 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, the Costs of Issuance Fund or the Project 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 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.

**Section 702. Investment of Moneys in Project Fund and Bond Fund.** Moneys held in the Project Fund, the Costs of Issuance Fund and the Bond Fund shall, pursuant to written direction of the Tenant, signed by the Authorized Tenant Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the owner prior to the date such funds will be needed. In the event the Tenant fails to provide written directions concerning investment of moneys held in the Project Fund, the Costs of Issuance Fund or the Bond Fund, the Trustee shall 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, the Costs of Issuance Fund and the Project Fund. 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 the lower of their original cost or 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 Issuer covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project 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 according to the true intent and meaning thereof, and to this end the Issuer 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, and that, should there be a default under the Lease with the result that the right of possession of the Project is returned to the Issuer, the Issuer 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 Issuer to operate the Project as a business other than as lessor 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 Issuer covenants that it is duly authorized under the Constitution and laws of the State of Missouri to execute this Indenture, to issue the

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 Bonds has been duly and effectively taken; that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof.

**Section 803. Performance of Covenants.** The Issuer 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 action as it deems appropriate to enforce all such covenants, undertaking, stipulations and provisions of the Issuer hereunder.

**Section 804. Instruments of Further Assurance.** The Issuer 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 Issuer covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, 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. Payment of Taxes and Charges.** The Issuer represents that pursuant to the provisions of **Section 5.2** of the Lease, the Tenant has agreed to pay, as the same respectively become due, all taxes, assessments and other governmental charges at any time lawfully levied or assessed upon or against the Project or any part thereof.

**Section 806. Insurance.** The Issuer represents that pursuant to the provisions of **Article VII** of the Lease, the Tenant has agreed at its own expense to keep the Project constantly insured to the extent provided for therein.

**Section 807. Maintenance and Repair.** The Issuer represents that pursuant to the provisions of **Section 6.1** of the Lease, the Tenant has agreed at its own expense to cause the Project to be maintained and kept in good condition, repair and working order, and that pursuant to **Section 8.3** of the Lease the Tenant may, at its own expense, make from time to time additions, changes and alterations to the Project under the terms and conditions set forth therein.

**Section 808. Recordings and Filings.** The Issuer will cause this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases, the Deed of Trust and all appropriate financing statements and 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 Owners of the Bonds and the rights of the Trustee hereunder. The Trustee shall file UCC continuation statements, as needed.

**Section 809. Inspection of Project Books.** The Issuer 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 810. Enforcement of Rights Under the Lease.** The Issuer covenants and agrees that it shall enforce all of its rights and all of the obligations of the Tenant (at the expense of the Tenant) under the Lease to the extent necessary to preserve the Project in good order and repair, 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 Issuer and the Trustee, as its assignee, shall refrain from enforcing any right or obligation (except for rights of the Issuer and the Trustee to receive payments owing to either of them for their own account 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 the Owners of 100% of the Outstanding Bonds. The Issuer agrees that the Trustee, as assignee of the rentals and other amounts to be received by the Issuer and paid by the Tenant under the Lease, or in its name or in the name of the Issuer, may enforce all rights of the Issuer to receive such rentals and other amounts and all obligations of the Tenant to pay such rentals and other amounts under and pursuant to the Lease for and on behalf of the Bondowners, whether or not the Issuer is in default hereunder.

The Trustee, as assignee, transferee, pledgee, and owner of a security interest under this Indenture, in its name or in the name of the Issuer, may enforce all assigned rights of the Issuer and the Trustee and all obligations of the Tenant under and pursuant to the Lease for and on behalf of the Owners, whether or not the Issuer is in default hereunder.

**Section 811. Subordination of Indenture to the Lease.** This Indenture and the rights and privileges hereunder of the Trustee and the Owners of the Bonds are specifically made subject and subordinate to the rights and privileges of the Tenant (as long as no default by the Tenant under the Lease is continuing beyond any applicable grace period) set forth in the Lease. So long as not otherwise provided in this Indenture, the Tenant shall be suffered and permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Lease. Nothing contained in this Section shall be interpreted as eliminating, modifying or affecting in any manner the rights, privileges or immunities granted to the Trustee in **Article X** hereof.

## **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 as and declared 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 for a period of 5 days following written notice to the Issuer and the Tenant by the Trustee or by the Owners of 25% in aggregate principal amount of the Bonds Outstanding;
- (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 for a period of 5 days following written notice to the Issuer and the Tenant by the Trustee or by the Owners of 25% in aggregate principal amount of the Bonds Outstanding; or
- (c) The occurrence of an Event of Default as specified in **Section 12.1** of the Lease shall have occurred.
- (d) Default in the performance, or breach, of any other covenant or agreement under this Indenture.

No default specified above shall constitute an Event of Default until actual notice of such default by registered or certified mail has been given by the Issuer, the Trustee or by the Owners of 25% in aggregate principal amount of all Bonds Outstanding to the Tenant, the Lender and the Issuer, and the Tenant, Lender or the Issuer (as the case may be) has had 30 days after receipt of such notice to correct said default or cause said default to be corrected and has not corrected said default or caused said default to be corrected within such period; provided, however, (i) if any such default (other than a default in the payment of any money) is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Tenant, Lender or the Issuer (as the case may be) within such period and diligently pursued until the default is corrected, and (ii) no Event of Default (except for defaults related to Sections 7.3, 10.5, 12.1(c), 12.1(d) and 12.1(e) of the Lease Agreement) shall be declared without the consent of the Owners of the Bonds.

**Section 902. Acceleration of Maturity in Event of Default.** If an Event of Default shall have occurred and be continuing, the Trustee may with the consent of the Lender, and upon the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding or the Lender, shall, by notice in writing delivered to the Issuer and the Tenant, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable.

**Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession.** If an Event of Default shall have occurred and be continuing, the Issuer, 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 Issuer pertaining thereto, and including the rights and the position of the Issuer under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements as shall be deemed wise by the Trustee; the Trustee may lease the Project or any part thereof, in the name and for account of the Issuer, 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 without limitation (a) reasonable compensation to the Trustee, his agents and counsel, and (b) any reasonable charges of the Trustee hereunder, and (c) any taxes and assessments and other charges prior to the lien of this Indenture, which the Trustee may deem it wise to pay, and (d) all expenses of such repairs and improvements, and 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 Issuer, 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 Issuer and the Tenant 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 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

interest on the Bonds then Outstanding, and to enforce and compel the performance of the duties and obligations of the Issuer as herein set forth.

(b) If an Event of Default shall have occurred and be continuing, and if requested to do so by the Owners 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 in the interests of the Bondowners.

(c) 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 Owners of the Bonds, and any recovery of judgment shall, subject to the provisions of **Section 908** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds and coupons.

**Section 906. Limitation on Exercise of Remedies by Bondowners.** No Owner of any Bond 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 Owners 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 Owners of the Bonds 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 Owners 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 Issuer to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof 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 Owners 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(l)** hereof; and, provided further, that the Trustee shall have the right to decline to follow any

such directions if the Trustee shall in good faith determine that the proceedings so directed would involve the Trustee in personal liability.

(b) Notwithstanding any provision in this Indenture to the contrary, including paragraph (a) of this Section, the Owners shall not have the right to control or direct any remedies hereunder upon an Event of Default under **Section 12.1(a)** (but only if such Event of Default is based upon the nonpayment of Additional Rent), **Section 12.1(c)**, **Section 12.1(d)** or **Section 12.1(e)** of the Lease.

#### **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, 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 thereto 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 Issuer and the Paying Agent have been paid, any balance remaining in the Bond Fund shall be paid to the Tenant 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 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 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 Issuer, the Tenant, 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 Owners of at least 50% in aggregate principal amount of all the Bonds then Outstanding, provided, however, that there shall not be waived without the consent of the Owners 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 fees, charges, costs and expenses of the Trustee and the Issuer, 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 Issuer, the Tenant, 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, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate 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(1)** 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 and may conclusively rely upon the opinion or advice of counsel, who may be counsel to the Issuer or to the Tenant, 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.

(c) Except as provided in the Lease and particularly **Section 10.8** thereof, 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 for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith, or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the Issuer 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.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, 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 the Owner of any Bond, shall be conclusive and binding upon all future Owners 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 Issuer Representative or Authorized Tenant 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 negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default or Event of Default hereunder except failure by the Issuer 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 or Event of Default by the Issuer or by the Owners of at least 25% in aggregate principal amount of all Bonds then Outstanding.

(i) At any and all reasonable times and subject to the Tenant's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants 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 Issuer pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Tenant 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 Issuer to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking any action under this Indenture, 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 negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision 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 may elect not to proceed in accordance with the directions of the Bondowners without incurring any liability to the Bondowners if, in the opinion of the Trustee, such direction may result in environmental or other liability to the Trustee, in its individual capacity, for which the Trustee has not received indemnity pursuant to this section from the Bondowners, and the Trustee may rely conclusively upon an opinion of counsel in determining whether any action directed by the Bondowners may result in such liability.

(o) The Trustee may inform the Bondowners 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 received indemnity pursuant to this section.

**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, agent and counsel fees and other ordinary expenses reasonably and necessarily 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 and necessary extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or 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 Tenant has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the Issuer shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Tenant for the payment of all reasonable 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 first 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.

**Section 1003. Notice to Bondowners if Default Occurs.** If an Event of Default occurs of which the Trustee is by subsection (h) of **Section 1001** hereof required to take notice or if notice of an Event of Default be given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then Outstanding as shown by the bond registration books required by **Section 206** to be kept at the principal office of the Trustee.

**Section 1004. Intervention by the Trustee.** In any judicial proceeding to which the Issuer is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of the Bonds, the Trustee may intervene on behalf of Bondowners and, shall do so if requested in writing by the Owners 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 Tenant, 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 30 days' written notice to the Issuer, the Tenant and the Bondowners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Bondowners or by the Issuer; provided, however, that in no event shall the resignation of the Trustee or any successor trustee become effective until such time as a successor trustee has been appointed and has accepted the appointment. If no successor has been appointed and accepted the appointment within 30 days after the giving of such notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.



**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 Issuer and the Tenant and signed by the Owners 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 Issuer and the Owners and signed by the Tenant.

**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 reasonably acceptable to the Issuer and the Tenant may be appointed by the Owners 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 Issuer, 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 by the Bondowners in the manner above provided. Any such temporary Trustee so appointed by the Issuer shall hold such appointment no longer than 90 days without Tenant approval and shall immediately and without further acts be superseded by the successor Trustee so appointed by such Bondowners. 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 a reported capital, surplus and undivided profits of not less than **\$50,000,000**. Should no temporary or successor Trustee be appointed within thirty days following the date of the instrument of resignation or removal, any Bondowner or the resigning or removed Trustee may petition a court of competent jurisdiction for the appointment of a successor.

**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 Issuer and the Tenant 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; but such predecessor shall, nevertheless, on the written request of the Issuer, 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, and thereupon the obligations and duties of the predecessor Trustee hereunder shall cease and terminate. Should any instrument in writing from the Issuer be required by any 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 Issuer.

**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 prime rate of the Trustee, plus 2%, 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 Owners 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 particularly 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 Tenant), 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 Issuer 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 Issuer.

(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. Annual Accounting.** The Trustee shall render an annual accounting to the Issuer, the Tenant and to any Bondowner requesting the same and, upon the request of the Tenant or the Bondowner, a monthly accounting to the Tenant 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 Issuer 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 prejudicial to the Bondowners (in making such determination, the Trustee may rely conclusively upon an opinion of counsel);

(b) To more precisely identify the Project or to add additional property thereto; or

(c) To issue Refunding 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 Owners of not less than 50% 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 Issuer and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the Issuer and the Trustee 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 without the consent of the Owners of 100% of the principal amount of the Bonds then Outstanding, 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 Owners of which are required for consent to any such Supplemental Indenture.

(b) If at the time the Issuer 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 principal 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 Issuer following the mailing of such notice and except as provided in (a) above, the Owners of not less than 50% 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 Issuer from executing the same or from taking any action pursuant to the provisions thereof.

**Section 1103. Tenant's Consent to Supplemental Indentures.** Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article which affects any rights of the Tenant shall not become effective unless and until the Tenant 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 Tenant in connection with the issuance of Additional Bonds under **Section 209** hereof shall be deemed to be the consent of the Tenant 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 Tenant at least 15 days prior to the proposed date of execution and delivery of any such Supplemental Indenture.

**Section 1104. Opinion of Counsel.** Prior to or contemporaneously with the execution of any Supplemental Indenture by the Trustee, the Trustee shall receive any opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the provisions of such Supplemental Indenture are authorized under this Indenture and the Act and will, upon execution and delivery thereof be valid and binding upon the Issuer in accordance with its terms.

## ARTICLE XII

### SUPPLEMENTAL LEASES

**Section 1201. Supplemental Leases Not Requiring Consent of Bondowners.** The Issuer 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 Issuer and the Tenant 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 Refunding Bonds under **Section 209** hereof, (e) in connection with any other change therein which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Bondowners (in making such determination, the Trustee may rely upon an opinion of counsel).

**Section 1202. Supplemental Leases Requiring Consent of Bondowners.** Except for Supplemental Leases as provided for in **Section 1201** hereof, neither the Issuer nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the Issuer or the Tenant without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than 50% 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 Issuer and the Tenant 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 principal office of the Trustee for inspection by all Bondowners. The Trustee shall not be obligated to consent to any Supplemental Lease which, in the judgment of the Trustee, is prejudicial to the rights of the Trustee.

**Section 1203. Opinions of Counsel.** Prior to or contemporaneously with the consent by the Trustee of execution of any Supplemental Lease, the Trustee shall receive an opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the provisions of such Supplemental Lease are authorized under this Indenture, the Lease and the Act and will, upon execution and delivery thereof, be valid and binding upon the Issuer in accordance with its terms and an opinion of counsel to the Tenant stating that such Supplemental Lease will, upon execution and delivery thereof, be valid and binding upon the Tenant.

## 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, including the reasonable fees and expenses of the Trustee, the Issuer 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, upon receipt by the Trustee of an opinion of counsel stating that all conditions precedent to satisfaction and discharge of this Indenture have been complied with, cancel, discharge and release this Indenture and shall execute, acknowledge and deliver to the Issuer such instruments of satisfaction and discharge or release as shall be reasonably requested to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the Issuer 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 Tenant 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 Issuer 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 or coupons 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 in trust and irrevocably set aside exclusively for such payment (i) moneys sufficient to make such payment or (ii) non-callable 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, and, in the case of Bonds which do not mature or will not be redeemed within ninety days of the deposit of cash or non-callable Government Securities, a verification report of a firm of independent certified public accountants as to the adequacy of the amounts so deposited to fully pay the Bonds deemed to be paid. 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 and coupons shall be applied to and used solely for the payment of the particular Bonds and coupons, if any, 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.** 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, 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:

(a) 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.

(b) 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 Issuer 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 Owners of the Bonds, 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 Owners of the Bonds, 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 Issuer, the Trustee, the Tenant or Bondowners if the same shall be duly mailed by registered or certified mail, postage prepaid, return receipt requested, (provided that notice to the Trustee shall in no case be deemed effective until received) addressed:

(a) To the Issuer:

City of Belton, Missouri  
506 Main Street  
Belton, Missouri 64012  
Attention: City Manager

(b) To the Tenant:

NP Southview Industrial 4, LLC  
4825 NW 41st Street, Suite 500  
Riverside, Missouri 64150  
Attention: Nathaniel Hagedorn

With a copy to:

Levy Craig Law Firm  
4520 Main Street, Suite 1600  
Kansas City, Missouri 64111  
Attention: Scott E. Seitter

With a copy to:

The Northwestern Mutual Life Insurance Company  
720 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202  
Attention: Real Estate Investment Department—JV \_\_\_\_\_

(c) To the Trustee:

BOKF, N.A.  
2405 Grand Blvd., Suite 840  
Kansas City, Missouri 64108-2536  
Attention: Corporate Trust

(d) To the Bondowners if the same shall be duly mailed by first-class mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the principal 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, provided that any of the foregoing given to the Trustee shall be effective only upon receipt. All notices given by overnight delivery or other delivery service 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 Issuer or the Trustee to the other shall also be given to the Tenant. The Issuer, the Tenant 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 transactions described herein may be conducted and related documents may be received, sent or 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.



**IN WITNESS WHEREOF**, the City of Belton, Missouri, has caused this Indenture to be signed in its name and behalf by its Mayor and the seal of the Issuer to be hereunto affixed and attested by its City Clerk, and to evidence its acceptance of the trusts hereby created, BOKF, N.A. has caused this Indenture to be signed in its name and behalf by its duly authorized officer and its official seal to be hereunto affixed and attested by its Secretary or Assistant Secretary, all as of the date first above written.

**CITY OF BELTON, MISSOURI**

By \_\_\_\_\_  
Title: Mayor

[SEAL]

ATTEST:

By \_\_\_\_\_  
Title: City Clerk

**BOKF, N.A., as Trustee**

By \_\_\_\_\_  
Title:

**EXHIBIT A**  
**(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 (i) the Issuer consents in writing to such transfer, and (ii) the Issuer and the Trustee are furnished a written legal opinion from counsel acceptable to the Issuer, the Trustee and the Tenant, 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 of the Tenant or any entity owned by or under common ownership with the Tenant without the necessity of obtaining the Issuer's consent or such an opinion.

**No. 1**

**Not to Exceed**  
**\$30,000,000**

**UNITED STATES OF AMERICA**  
**STATE OF MISSOURI**  
**COUNTY OF CASS**

**CITY OF BELTON, MISSOURI**

**TAXABLE INDUSTRIAL REVENUE BOND**  
**(NP SOUTHVIEW INDUSTRIAL 4, LLC PROJECT)**  
**SERIES 2021**

**Interest Rate**

**3.00%**

**Maturity Date**

**December 1, 2041**

**Dated Date**

**\_\_\_\_\_, 2021**

THE CITY OF BELTON, MISSOURI, a constitutional charter city organized and existing under the laws of the State of Missouri (the "Issuer"), for value received, promises to pay, but solely from the source hereinafter referred to, to

**NP SOUTHVIEW INDUSTRIAL 4, LLC**

or registered assigns, on December 1, 2041, the maximum principal amount of not to exceed

**THIRTY MILLION DOLLARS**

or such lesser amount as may be outstanding hereunder as reflected in the bond registration books maintained by the Trustee. The Issuer agrees to pay such principal amount to the 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 (or by book entry as provided in the Indenture and Lease), and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer (or by book entry as provided in the Indenture and Lease), or by wire transfer to an account in a commercial bank or savings institution located in the continental United States. This Bond shall bear interest on the Cumulative Outstanding Principal

Amount (as hereafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each. Interest only shall be payable on December 1, 2021 and December 1, 2022. Starting with December 1, 2023 and on each December 1 thereafter while this Bond is Outstanding, both principal and interest shall be payable on each Payment Date. The interest payable on each Payment Date shall be the amount of interest accrued but unpaid on the Cumulative Outstanding Principal Amount on such date. The amount of principal payable on each Payment Date on and after December 1, 2023 shall be determined by dividing the Cumulative Outstanding Principal Amount as of the November 15th immediately preceding such payment date by the number of remaining Payment Dates to and including December 1, 2041. The payment of each such annual installment shall be applied first to accrued interest and then to principal. Any partial prepayment of Bonds under the Indenture shall reduce the Cumulative Outstanding Principal Amount in an amount equal to the principal so prepaid. Absent manifest error, the Trustee's calculation of the Cumulative Outstanding Principal Amount and the principal and interest due on the Bonds on any Payment Date shall be determinative. In no event shall the interest rate on the Bond exceed the maximum permitted amount under Section 108.170 of the Revised Statutes of Missouri.

As used herein, the term "Cumulative Outstanding Principal Amount" means an amount equal to the aggregate of all amounts paid into the Project Fund in accordance with the terms of the hereinafter defined Indenture, as reflected in the bond registration books maintained by the Trustee.

The Trustee shall keep and maintain a record of the amounts deposited or deemed designated into the Project Fund pursuant to the terms of the Indenture as "Principal Amount Deposited into Project Fund" and shall enter the aggregate principal amount of this Bond then outstanding on its records as the "Cumulative Outstanding Principal Amount" on its records maintained for this Bond. 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 Bond as "Principal Amount Paid Pursuant to Optional Redemption Provisions," and shall enter the then outstanding principal amount of this Bond as "Cumulative Outstanding Principal Amount" on its records. Unless the Bond is held by the Trustee, the registered owner may from time to time enter the respective amounts deposited or deemed deposited into the Project Fund pursuant to the terms of the Indenture under the column headed "Principal Amount Deposited Into Project Fund" on the attached Table of Cumulative Outstanding Principal Amount (the "Table") and may enter the aggregate principal amount of this Bond then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the attached 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, unless the Bond is held by the Trustee, 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 amounts deposited into the Project Fund 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 Issuer designated "City of Belton, Missouri Taxable Industrial Revenue Bonds (NP Southview Industrial 4, LLC Project), Series 2021," in the maximum aggregate principal amount of \$30,000,000 (the "Bonds"), to be issued for the purpose of providing funds to pay the cost of acquiring, constructing and equipping an industrial distribution warehouse and commercial project, consisting of an approximately 501,000 square foot facility, including land, buildings, structures, improvements and fixtures (the "Project"), to be leased to NP Southview Industrial 4, LLC, a Delaware limited liability company (the "Tenant"), under the terms of a Lease Agreement dated as of [DATED DATE],

2021 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Lease”), between the Issuer and the Tenant, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations and Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended, and pursuant to proceedings duly had by the governing body of the Issuer.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of [DATED DATE], 2021 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Indenture”), between the Issuer and BOKF, N.A., as trustee (the “Trustee”). Subject to the terms and conditions set forth therein, the Indenture permits the Issuer to issue Additional Bonds (as defined therein) secured by the Indenture on a parity with the Bonds. 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 Issuer, the Trustee and the owners of the Bonds, 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.

IF THE BONDS are to be called for redemption, the Company shall deliver written notice to the Issuer and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if the Tenant is the Owner) prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if the Tenant is the Owner) 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, unless such notice period is waived by the Owners in writing.

THE BONDS are special obligations of the Issuer payable solely out of the rents, revenues and receipts derived by the Issuer from the Project and not from any other fund or source of the Issuer, and are 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 Issuer under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute general obligations of the Issuer or the State of Missouri, and neither the Issuer nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are 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 Bonds are to be paid by the Tenant directly to the Trustee for the account of the Issuer and deposited in a special account created by the Issuer and designated the “City of Belton, Missouri, Taxable Industrial Revenue Bond Fund—Southview Industrial 4, LLC Project, Series 2021.”

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.

SUBJECT TO the requirements for transfer set forth above in the legend contained on the face of this Bond, this Bond is transferable, as provided in the Indenture, only upon the books of the Issuer 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 Issuer, 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.

THE BONDS are issuable in the form of one fully registered Bond without coupons in the denomination of \$0.01 or any multiple thereof up to the maximum principal denomination of \$30,000,000.

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 the date set forth above.

**CITY OF BELTON, MISSOURI**

By \_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

By \_\_\_\_\_  
City Clerk

# **TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT**

<u>Date</u>	Principal Amount Deposited or Deemed Deposited Into <u>Project Fund</u>	Principal Amount Paid Pursuant to Redemption <u>Provisions</u>	Cumulative Outstanding Principal <u>Amount</u>	Notation Made <u>By</u>
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(FORM OF ASSIGNMENT)  
(NOTE RESTRICTIONS ON TRANSFERS)

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

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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  
\_\_\_\_\_ attorney 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: \_\_\_\_\_.

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NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular and must be guaranteed by an eligible guarantor.

Medallion Signature Guarantee:



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CERTIFICATE OF AUTHENTICATION

This Bond is the Taxable Industrial Revenue Bond (NP Southview Industrial 4, LLC Project), Series 2021, described in the Trust Indenture. The effective date of registration of this Bond is set forth below.

**BOKF, N.A., as Trustee**

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT B**

### **PROJECT EQUIPMENT**

The Project Equipment consists of the following, to the extent paid for in whole with Bond proceeds:

None

## **EXHIBIT C**

### **PROJECT IMPROVEMENTS**

All buildings, structures, improvements and fixtures located on or to be acquired or purchased for the construction, improvement, equipping or remodeling of the Project Site pursuant to **Article IV** of the Lease and paid for in whole or in part from the proceeds of Bonds and all additions, alterations, modifications and improvements thereof made pursuant to this Lease.

## **EXHIBIT D**

### **PROJECT SITE**

#### **TRACT 1:**

Lot 1 and Tract A, SOUTHVIEW COMMERCE CENTER SOUTH 4TH PLAT, in the City of Belton, Cass County, Missouri, according to the plat recorded in [Plat Book 25, Page 12](#).

EXCEPTING THEREFROM that part of Lot 1, SOUTHVIEW COMMERCE CENTER SOUTH 4TH PLAT which is located in Government Lot 1 of the NW1/4 of Section 1, Township 46N, Range 33W and comprises parts of Tract D and Lot 3, SOUTHVIEW COMMERCE CENTER SOUTH 3RD PLAT, according to the plat thereof recorded in [Plat Book 24, Page 48](#).

#### **TRACT 2:**

Tract A, SOUTHVIEW COMMERCE CENTER SOUTH 5TH PLAT, in the City of Belton, Cass County, Missouri, according to the plat recorded in Plat Book 25, Page 13.

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**CITY OF BELTON, MISSOURI,  
As Lessor,**

**AND**

**NP SOUTHVIEW INDUSTRIAL 4, LLC,  
As Lessee**

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**LEASE AGREEMENT**

**Dated as of [DATED DATE], 2021**

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**Relating to:**

**\$30,000,000  
(Aggregate Maximum Principal Amount)  
City of Belton, Missouri  
Taxable Industrial Revenue Bonds  
(NP Southview Industrial 4, LLC Project)  
Series 2021**

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**The interest of the City of Belton, Missouri (the “Issuer”), in this Lease Agreement has been pledged and assigned to BOKF, N.A., as Trustee under the Trust Indenture dated as of [DATED DATE], 2021, between the Issuer and the Trustee.**

## **LEASE AGREEMENT**

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- Exhibit D - Form of Requisition Certificate

## LEASE AGREEMENT

**THIS LEASE AGREEMENT**, dated as of [DATED DATE], 2021 (the “**Lease**”), between the **CITY OF BELTON, MISSOURI**, a constitutional charter city duly organized and validly existing under the laws of the State of Missouri (the “**Issuer**”), as lessor, and **NP SOUTHVIEW INDUSTRIAL 4, LLC**, a Delaware limited liability company (the “**Tenant**”), as lessee;

### WITNESSETH:

**WHEREAS**, the Issuer is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 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) 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 Issuer deem advisable;

**WHEREAS**, pursuant to the Act, the governing body of the Issuer has heretofore passed an ordinance (the “**Ordinance**”) on \_\_\_\_\_, 2021, authorizing the Issuer to issue its Taxable Industrial Revenue Bonds (NP Southview Industrial 4, LLC Project), Series 2021, in the maximum principal amount of \$30,000,000 (the “**Bonds**”), for the purpose of acquiring, constructing, installing and equipping an approximately 501,000 square foot industrial distribution warehouse and commercial facility, including land, buildings, structures, improvements, and fixtures, as hereinafter more fully described (the “**Project**”), and authorizing the Issuer to lease the Project to the Tenant;

**WHEREAS**, pursuant to the Ordinance, the Issuer is authorized to enter into a Trust Indenture of even date herewith (the “**Indenture**”), with BOKF, N.A. (the “**Trustee**”), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease with the Tenant under which the Issuer will acquire, purchase, construct, improve, equip and remodel the Project and will lease the Project to the Tenant in consideration of rental payments by the Tenant which will be sufficient to pay the principal of and interest on the Bonds;

**WHEREAS**, pursuant to the foregoing, the Issuer desires to lease the Project to the Tenant and the Tenant desires to lease the Project from the Issuer, 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 Issuer and the Tenant do hereby represent, covenant and agree as follows:

## ARTICLE I

### DEFINITIONS

**Section 1.1. Definitions of Words and Terms.** In addition to any words and terms defined elsewhere in this Lease and the words and terms defined in **Section 101** of the Indenture which definitions

are hereby incorporated herein by reference, and terms defined, the following words and terms as used in this Lease shall have the following meanings:

**“Additional Rent”** means the additional rental described in **Sections 5.2** and **6.2** of this Lease.

**“Basic Rent”** means the rental described in **Section 5.1** of this Lease.

**“Environmental Reports”** means the Phase I Environmental Site Assessments conducted by Terracon Consultants, Inc. dated December 4, 2020.

**“Environmental Law”** means and includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act of 1986, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous materials, as now or at any time hereafter in effect and affecting the Project.

**“Event of Default”** means any Event of Default as described in **Section 12.1** of this Lease.

**“Full Insurable Value”** means an amount at least sufficient to avoid the effect of any coinsurance provisions of the applicable fire and casualty insurance policy.

**“Indenture”** means the Trust Indenture dated as of [DATED DATE], 2021, between the Issuer and the Trustee, as from time to time amended and supplemented in accordance with the provisions thereof.

**“Lease”** means this Lease Agreement, between the Issuer and the Tenant, as from time to time amended and supplemented in accordance with the provisions of **Article XIV** of this Lease and **Article XII** of the Indenture.

**“Lease Term”** means the period from the effective date of this Lease until the Lease Termination Date.

**“Lease Termination Date”** means December 1, 2041.

**“Lender”** means any financial institution or lender providing financing to Tenant and its successors or assigns secured by a Mortgage from Tenant to Lender with respect to the Project.

**“Mortgage”** means any mortgage or deed of trust granted by the Tenant to secure a loan to the Tenant, which mortgage constitutes a lien on a portion or all of the Project; provided, however, the total indebtedness secured by all mortgages shall not exceed the maximum principal amount of the Bonds.

**“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 reasonable attorneys’ fees, trustee’s fees and any extraordinary expenses of the Issuer and the Trustee) incurred in the collection of such gross proceeds.

**“Plans and Specifications”** means the plans and specifications prepared for and showing the Project, as amended by the Tenant from time to time prior to the Completion Date, the same being duly certified by the Tenant, and on file at the principal office of the Tenant and which shall be available for reasonable inspection by the Issuer, the Trustee and their duly appointed representatives upon advanced written notice to the Tenant.

**“Project Equipment”** means all items of machinery, equipment and parts or other personal property installed or acquired or to be acquired for installation in the Project Improvements or elsewhere on the Project Site pursuant to **Article IV** hereof and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit C** attached hereto and by this reference made a part hereof, and all replacements thereof and substitutions therefor made pursuant to this Lease.

**“Project Improvements”** means all buildings, structures, improvements and fixtures located on or to be acquired, purchased, constructed, improved or remodeled on the Project Site pursuant to **Article IV** hereof, as described in **Exhibit B** attached hereto and by this reference made a part hereof, and all additions, alterations, modifications and improvements thereof made pursuant to this Lease.

**“Project Site”** means all of the real estate described in **Exhibit A** attached hereto and by this reference made a part hereof.

**“Trustee”** means BOKF, N.A., a national banking association duly organized and validly existing under the laws of the United States of America and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Missouri, 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 the Indenture.

## **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, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including governmental entities, as well as natural persons.

(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” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Lease Agreement as a whole and not to any particular Article, Section 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 Issuer.** The Issuer makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Issuer is a constitutional charter city duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the Issuer 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 governing body, the Issuer has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers.

(b) The Issuer proposes to acquire the Project Site, subject to Permitted Encumbrances, and proposes to acquire, purchase, construct, improve, equip and remodel or cause to be acquired, purchased, constructed, improved, equipped and remodeled on the Project Site the Project Improvements, and proposes to acquire and install, or cause to be acquired and installed, the Project Equipment in the Project Improvements or on the Project Site. The Issuer proposes to lease the Project to the Tenant and sell the Project to the Tenant if the Tenant 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 Issuer has found and determined that the acquisition, purchase, construction, improving, equipping and remodeling of the Project will further the public purposes of the Act.

(c) To finance the costs of the Project, the Issuer proposes to issue the Bonds which will be 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, including all rents, revenues and receipts to be derived by the Issuer 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.

(e) The Issuer will not mortgage the Project other than the Deed of Trust or pledge the revenues derived therefrom for any bonds or other obligations other than the Bonds except with the written consent of the Authorized Tenant Representative.

(f) The Issuer shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof.

(g) The acquisition, purchase, construction, improvement, equipping and remodeling of the Project and the leasing of the Project by the Issuer to the Tenant will further the public purposes of the Act.

(h) No member of the governing body of the Issuer or any other officer of the Issuer has any significant or conflicting interest, financial, employment or otherwise, in the Tenant or in the transactions contemplated hereby.

**Section 2.2. Representations by the Tenant.** The Tenant makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Tenant is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and is duly authorized to do business in Missouri.

(b) The Tenant has lawful power and authority to enter into this Lease and to carry out its obligations hereunder and by proper corporate action of its members, the Tenant has been duly authorized to execute and deliver this Lease.

(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 Tenant will not conflict with or result in a material breach of any of the terms, conditions or provisions of, or constitute a material default under, any mortgage, deed of trust, lease or any other restrictions or any agreement or instrument to which the Tenant is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to the Tenant or any of its property of any court or governmental body, or constitute a material 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 Tenant under the terms of any instrument or agreement to which the Tenant is a party.

(d) The Project will comply with all presently applicable building and zoning, health, environmental and safety ordinances and laws, and to the best of its knowledge, without independent investigation, the Project will comply with all other applicable laws, rules and regulations.

(e) The Project is located wholly within the corporate limits of the City of Belton, Missouri.

### ARTICLE III

#### GRANTING PROVISIONS

**Section 3.1. Granting of Leasehold Estate.** The Issuer hereby rents, leases and lets the Project to the Tenant, subject to Permitted Encumbrances, and the Tenant hereby rents, leases and hires the Project from the Issuer, 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 the Lease Termination Date.

**Section 3.3. Possession and Use of the Project.**

(a) The Issuer covenants and agrees that as long as neither the Issuer nor the Trustee has exercised any of the remedies set forth in **Section 12.2(c)** following the occurrence and continuance of an uncured Event of Default, the Tenant shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the Issuer'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 Issuer covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** of this Lease, to prevent the Tenant from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will cooperate with the Tenant in order that the Tenant may have quiet and peaceable possession and enjoyment of the Project and will, at the request and expense of the Tenant, defend the Tenant's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the Tenant shall have the right to use the Project for any lawful purpose allowed by law and contemplated by the Act. The Tenant shall comply 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 Tenant 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 Tenant 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 Tenant to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Tenant 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 Tenant may refrain from complying therewith.

## **ARTICLE IV**

### **PURCHASE, CONSTRUCTION, RENOVATION, INSTALLATION AND EQUIPPING OF THE PROJECT**

#### **Section 4.1. Issuance of the Bonds.**

(a) In order to provide funds for the payment of the Project Costs, the Issuer agrees that it will issue, sell and cause to be delivered to the purchaser thereof the Bonds in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Bonds, when received, shall be paid over to the Trustee for the account of the Issuer. The Trustee shall promptly deposit such proceeds, when received, as provided in the Indenture, to be used and applied as hereinafter provided in this Article and in the Indenture.

(b) The Issuer may authorize the issuance of Additional Bonds from time to time upon the terms and conditions provided in **Section 209** of the Indenture for the purposes described therein.

(c) If the Tenant is not in default hereunder, the Issuer will, at the request of the Tenant, from time to time, use its best efforts to issue the amount of Additional Bonds specified by the Tenant; 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 Tenant; provided further that the Tenant and the Issuer 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 the Issuer shall have otherwise complied with the provisions of the Indenture with respect to the issuance of such Additional Bonds.

#### **Section 4.2. Purchase, Construction, Renovation, Installation and Equipping of the Project.**

The Issuer and the Tenant agree that the Issuer will and the Tenant as the agent of the Issuer shall, but solely from the Project Fund except as otherwise provided herein, acquire, purchase, construct, improve, equip and remodel the Project as follows:

(a) Concurrently with the execution of this Lease, the Issuer will acquire the Project Site and any Project Improvements and Project Equipment located on the Project Site which the Tenant desires to convey

to the Issuer. Concurrently with the execution of this Lease (1) a deed and any other necessary instruments of transfer will be delivered to the Issuer, (2) said deed will be placed of record, and (3) the title insurance policies required by **Article VII** hereof or commitments to issue such policies will be delivered to the Trustee.

(b) The Tenant will, on behalf of the Issuer, acquire, purchase, construct, improve and remodel the Project Improvements on the Project Site and otherwise improve the Project Site in accordance with the Plans and Specifications. The Tenant agrees that the aforesaid acquisition, purchase, construction, improvement and remodeling will, with such changes and additions as may be made hereunder, result in a Project suitable for use by the Tenant for its purposes, and that all real and personal property described therein is necessary in connection with the Project.

(c) The Tenant will, on behalf of the Issuer, purchase and install the Project Equipment in the Project Improvements or on the Project Site in accordance with the Plans and Specifications. The Issuer and the Tenant recognize that the Project Equipment is subject to change during the Construction Period and thereafter pursuant to the provisions of this Lease and agree that the definitive list of the Project Equipment shall be the list maintained by the Trustee pursuant to this Lease. The Tenant shall transfer title to the Project Equipment and the Project Improvements to the Issuer from time to time by bills of sale or other instruments of transfer (including requisition certificates in the form of **Exhibit D**). On or before March 1 of each year or such other date required by law for reporting personal property declarations, the Tenant shall furnish to the Issuer, Cass County, Missouri (the "County") and the Trustee a list of items (based on the Tenant's internal record keeping) comprising the Project Equipment and Project Improvements as of January 1 of such year. The improper inclusion or exclusion of any Project Equipment or Project Improvements pursuant to such list may be rectified by the Tenant within 30 days after written notice of such improper inclusion or exclusion. The improper inclusion or exclusion of an item on or from such list shall not affect the items comprising the Project Equipment or Project Improvements for the purpose of this Lease or title thereto as intended by the parties hereto. The Tenant shall provide such information to the Issuer, the County and the Trustee as may be requested by the Issuer or the Tenant in order to ensure that such list corresponds to the list of Project Equipment and Project Improvements maintained by the Trustee pursuant to **Section 10.8**. Each bill of sale or other instrument of transfer and each personal property declaration form shall be of sufficient specificity so as to enable the County's officials (including representatives of the Assessor's office) to determine which personal property as reported on the annual personal property declaration constitutes Project Equipment and/or Project Improvements (and therefore is owned by the Issuer) and which personal property does not constitute Project Equipment or Project Improvements (and therefore is owned by the Tenant). The Issuer and the Tenant agree that, pursuant to **Section 4.8**, property purchased in whole or in part by the Tenant with its own funds, and not Bond proceeds, shall not constitute part of the Project Equipment or Project Improvements and shall remain the property of the Tenant and therefore subject to taxation.

(d) The Tenant agrees that it will use its best efforts to cause the acquisition, purchase, construction, improvement, equipping and remodeling of the Project to be completed as soon as practicable with all reasonable dispatch. In the event such acquisition, purchase, construction, improvement, and equipping and remodeling commences prior to the receipt of proceeds from the sale of the Bonds, the Tenant agrees to advance all funds necessary for such purpose. The Tenant may seek reimbursement for all such funds advanced.

(e) Notwithstanding anything to the contrary contained herein, the Tenant may make changes in and to the Construction Contracts and the Plans and Specifications incorporated therein without the consent of the Issuer.



**Section 4.3. Project Costs.** The term Project Costs shall have the meaning set forth in the Indenture. The Issuer hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a certificate or certificates pursuant to **Section 4.4** hereof. The Tenant may not submit any requisition certificates for Project Costs incurred after the Completion Date.

**Section 4.4. Payment for Project Costs.** All Project Costs as specified in **Section 4.3** hereof shall be paid by the Trustee from the Project Fund as more fully provided in the Indenture. The Issuer hereby authorizes and directs the Trustee to make disbursements from the Project Fund, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit D**, signed by an Authorized Tenant Representative:

(a) requesting payment or reimbursement of a specified amount of such funds (which amount shall not exceed the value of the property being transferred to the Issuer simultaneously with any request) and directing to whom such amount shall be paid (which may include the Tenant in the event of a reimbursement);

(b) describing each item of Project Costs for which payment is being requested, including, if applicable, for each item of Project Equipment or Project Improvement, a description of the item and, for each item of Project Equipment, a serial or other identifying number, if any, for such item;

(c) stating that each item for which payment is requested is or was desirable and appropriate in connection with the purchase, installation or equipping of the Project has been properly incurred and is a proper charge against the Project Fund, that the amount requested either has been paid by the Tenant, or is justly due, and has not been the basis of any previous requisition from the Project Fund; and

(d) stating that, except for the amounts, if any, stated in said certificate, to the best of the knowledge of the Authorized Tenant Representative there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase, installation or equipping 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, or setting out (i) all disputed statements and the reason for such disputes, and (ii) all statements in process but not yet presented to the Trustee for payment.

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 Tenant Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payments requested have been completed. The Trustee shall retain copies of all requisition certificates for the same period of record retention described in **Section 703** of the Indenture.

**Section 4.5. Establishment of Completion Date.** The Completion Date shall be evidenced to the Trustee by a certificate signed by the Authorized Tenant Representative stating (a) that the acquisition, purchase, construction, improvement, equipping and remodeling of the Project has been completed in substantial accordance with the Plans and Specifications, (b) that all costs and expenses incurred in the acquisition, purchase, construction, improvement, equipping and remodeling 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 Tenant, and (c) amounts to be retained by Trustee with respect to item (b) above. 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 Tenant and the Issuer agree to cooperate in causing such certificate to be furnished to the Trustee.

#### **Section 4.6. Surplus or Deficiency in Project 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 Project Fund to the Bond Fund to be applied as directed by the Tenant solely to (1) 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 (2) at the option of the Tenant, to the purchase of Bonds, to the extent practical, pursuant to the appropriate written instructions of the Tenant, at such earlier date or dates as the Tenant may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

(b) If the Project Fund shall be insufficient to pay fully all Project Costs and to complete the Project lien free, the Tenant 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, and the Tenant shall save the Issuer and the Trustee whole and harmless from any obligation to pay such deficiency.

**Section 4.7. Project Property of the Issuer.** The Project Site and all Project Improvements located thereon at the execution hereof and which the Tenant desires to convey to the Issuer, 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, including Project Equipment, 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 Tenant under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the Issuer, subject only to Permitted Encumbrances.

**Section 4.8. Machinery and Equipment Purchased by the Tenant.** Any item of machinery or equipment the entire purchase price of which is paid for by the Tenant with the Tenant'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 Project Fund, shall be the property of the Tenant.

#### **Section 4.9. Environmental Matters.**

(a) The Tenant acknowledges that it is responsible for maintaining the Project in compliance with all Environmental Laws. In the event that the Tenant fails to undertake to comply with any final, non-appealable order issued by any local, state or federal authority under applicable Environmental Law, the Issuer or the Trustee, thirty (30) days after written notice to the Tenant, may elect (but shall not be required) to undertake such compliance if the Tenant has not undertaken such compliance or is otherwise not prosecuting the same to completion with reasonable diligence. Any moneys expended by the Issuer or the Trustee in efforts to comply with any applicable Environmental Law (including the reasonable cost of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and reasonable attorneys' fees) shall be due and payable as Additional Rent hereunder with interest thereon at the rate of interest per annum on the Bonds from the date such cost is incurred. There shall be unlimited recourse to the Tenant to the extent of any liability incurred by the Issuer or the Trustee with respect to any breaches of the provisions of this section.

(b) The Tenant shall be solely responsible for and shall complete any cleanup if and to the extent required by any Environmental Law or federal or state regulatory authority with respect to, all “Potential Environmental Concerns” identified in the Environmental Reports, if any.

## ARTICLE V

### RENT PROVISIONS

**Section 5.1. Basic Rent.** The Tenant covenants and agrees to pay to the Trustee in same day funds for the account of the Issuer during this Lease Term, on or before 11:00 a.m., Trustee’s local time, on or before each December 1 (each a “Payment Date”), commencing December 1, 2021 and continuing until the principal of and interest on the Bonds shall have been fully paid, as “Basic Rent” for the Project, an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal of the Bonds and the interest thereon on such Payment Date, shall be equal to the amount payable on such Payment Date as principal of and interest on the Bonds (except as offset pursuant to the right of the Tenant described herein). On December 1, 2041 (or such earlier date as the Tenant may elect to redeem all of the Bonds), the Tenant shall also pay an amount equal to all remaining principal due on the Bonds in connection with such maturity or redemption (subject to the right of the Tenant to surrender the Bonds in lieu of such payment). 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. In furtherance of the foregoing, and notwithstanding any other provision in this Lease, the Indenture, the Bond Purchase Agreement or the Performance Agreement to the contrary, and provided that the Tenant is the sole holder of the Bonds, the Tenant may set-off the then-current Basic Rent payment against the Issuer’s obligation to the Tenant as Bondholder under the Indenture in lieu of delivery of the Basic Rent on any Payment Date, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any notice from the Tenant to the contrary as evidence that such set-off has occurred. On the final Payment Date, the Tenant will (a) if the Trustee holds the Bonds, notify the Trustee of the Bonds not previously paid that are to be cancelled or (b) if an entity other than the Trustee holds the Bonds, deliver or cause to be delivered to the Trustee for cancellation Bonds not previously paid. The Tenant shall receive a credit against the Basic Rent payable by the Tenant 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 Tenant shall pay as Additional Rent the following amounts:

(a) all reasonable fees, agreed upon charges and expenses, including, without limitation, agent and counsel fees and expenses, of the Trustee and the Paying Agent incurred under the Indenture, the Lease, the Deed of Trust or any other document entered into in connection with the Bonds, as and when the same become due;

(b) 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;

(c) all fees, costs, charges and expenses reasonably incurred in connection with the enforcement of any rights against the Tenant or the Project under this Lease, the Deed of Trust or the Indenture by the

Issuer, the Trustee or the Bondowners, except for such expenses as may be incurred solely as a result of the negligence or wrongful misconduct of the Issuer, the Trustee or both;

(d) an amount sufficient to reimburse the Issuer for all expenses reasonably incurred by the Issuer hereunder and in connection with the performance of its obligations under this Lease, the Deed of Trust or the Indenture and agreed upon by Tenant; and

(e) all other payments of whatever nature which the Tenant has agreed to pay or assume under the provisions of this Lease, the Indenture, the Deed of Trust or any other document entered into in connection with the Bonds.

### **Section 5.3. Obligations of Tenant Absolute and Unconditional.**

(a) Except as expressly provided herein, the obligations of the Tenant 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 Issuer's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any failure of consideration or frustration of commercial purpose, legal curtailment of the Tenant's use thereof, the eviction or constructive eviction of the Tenant, 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 Issuer's legal organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any action of the Issuer, and regardless of the invalidity of any portion of this Lease.

(b) Nothing in this Lease shall be construed to release the Issuer from the performance of any agreement on its part herein contained or as a waiver by the Tenant of any rights or claims the Tenant may have against the Issuer under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this Lease that the Tenant 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 Tenant may, however, at its own cost and expense and in its own name or in the name of the Issuer, prosecute or defend any action or proceeding or take any other action involving third persons which the Tenant deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the Issuer hereby agrees to cooperate fully with the Tenant and to take all action necessary to effect the substitution of the Tenant for the Issuer in any such action or proceeding if the Tenant shall so request.

**Section 5.4. Prepayment of Basic Rent.** The Tenant may at any time prepay all or any part of the Basic Rent provided for hereunder (subject to the limitations of **Section 301** of the Indenture relating to the partial redemption of the Bonds), provided such prepayment shall not be effective until notice thereof shall have been delivered to the Trustee (whether such prepayment is deemed to be paid, paid by set-off, or paid through a transfer of funds). 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 Tenant shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

**Section 5.5. Redemption of Bonds.** The Issuer and the Trustee, at the written direction of the Tenant, 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 provision 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 Tenant, on such redemption date as may be specified by the Tenant or (b) cause such moneys in the Bond Fund or such part thereof as the Tenant shall direct, to be applied by the Trustee, to the extent practical, pursuant to the appropriate written instructions of the Tenant, 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.

## **ARTICLE VI**

### **MAINTENANCE, TAXES AND UTILITIES**

**Section 6.1. Maintenance and Repairs.** Throughout the Lease Term the Tenant shall, at its own expense, keep the Project in as reasonably safe condition as the operation thereof will permit, and keep the Project in good repair and in good operating condition, making from time to time all necessary repairs thereto and renewals and replacements thereof.

**Section 6.2. Taxes, Assessments and Other Governmental Charges.**

(a) Subject to subsection (b) of this Section, the Tenant 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 the Project, or any part thereof or interest therein (including the leasehold estate of the Tenant therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Tenant, or Basic Rent and other amounts payable under this Lease, 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 materially impair the security of the Bonds or materially encumber the Issuer'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 Tenant shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Tenant shall have the right, in its own name or in the Issuer's name, to contest the validity or amount of any tax, assessment or other governmental charge which the Tenant is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Tenant, before instituting any such contest, gives the Issuer and the Trustee written notice of its intention so to do, (2) the Tenant diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Tenant 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 Issuer agrees to cooperate fully with the Tenant in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Tenant shall hold the Issuer and the Trustee whole and harmless from any costs and expenses the Issuer may incur related to any of the above.

**Section 6.3. Utilities.** All utilities and utility services used by the Tenant in, on or about the Project shall be paid for by the Tenant and shall be contracted for by the Tenant in the Tenant's own name (or

in the name of a subtenant of the Tenant), and the Tenant 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.** The Issuer and the Tenant expect that while the Project is owned by the Issuer and is subject to this Lease, the Project will be exempt from all ad valorem real and personal property taxes by reason of such ownership, and the Issuer agrees that it will (at the expense of the Tenant) cooperate with the Tenant to defend such exemption against all parties. The Issuer and the Tenant further acknowledge and agree that the Issuer's obligations hereunder are contingent upon the Tenant making the payments due under and otherwise complying with the terms of the Performance Agreement during the term of this Lease. The terms and conditions of the Performance Agreement are incorporated herein as if fully set forth herein. In no event shall Tenant be required to make duplicative tax payments and/or payments in lieu of taxes.

## ARTICLE VII

### INSURANCE

**Section 7.1. Title Insurance.** The Tenant will purchase, on behalf of the Issuer and the Trustee, at its expense, from a title insurance corporation duly qualified to issue such insurance in the State of Missouri, an owner's policy of title insurance in the amount of at least \$1,000,000. Copies of said policy or a commitment therefor will be delivered to the Trustee by the Tenant on or before the date of issuance of the Bonds and shall be in a form reasonably acceptable to the Issuer showing ownership of the Project Site with the Tenant to be transferred to the Issuer.

**Section 7.2. Casualty Insurance.**

(a) Subject to the right of the Tenant to increase the deductibles described herein and to provide for self-insurance as provided in subparagraph (c) of this Section, the Tenant shall at all times during the Construction Period maintain at its sole cost and expense, or cause the contractors under the Construction Contracts to maintain, in full force and effect a policy or policies of Builder's Risk-Completed Value Form Insurance special causes of loss form policy then in use in the State of Missouri to the Full Insurable Value of the Project (subject to reasonable loss deductible clauses not to exceed \$1,000,000).

Subject to the rights of the Tenant provided in subparagraph (c) of this Section, prior to or simultaneously with the expiration of said Builder's Risk Insurance, the Tenant shall at its sole cost and expense obtain and shall maintain throughout the Lease Term, a policy or policies of 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 clauses not to exceed \$1,000,000). The initial determination of Full Insurable Value shall be made at the Completion Date, and thereafter, the Full Insurable Value of the Project shall be provided once in every three years and from time to time at the written request of the Issuer (but not more frequently than once in every three years) by the certificate of an Authorized Tenant Representative or the chief financial officer of the Tenant. The insurance required pursuant to this Section shall be maintained at the Tenant'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 as may be selected by the Tenant. Copies of the insurance policies required under this Section, or originals or certificates thereof, shall be delivered by the Tenant to the Trustee. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the Issuer, the Tenant and the Trustee as insureds as their respective interests may appear, and shall contain a provision that such insurance may not be canceled by the issuer

thereof without at least 30 days' advance written notice to the Issuer, the Tenant and the Trustee, and shall be payable to the Trustee.

(b) Subject to the provisions of the loan documents of the Lender (if any) which shall otherwise control, in the event of loss or damage to the Project, the Net Proceeds of casualty 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.

(c) In lieu of obtaining all or any part of the insurance required by subparagraph (a) hereof, the Tenant may elect to be self-insured for all or any part of the foregoing requirements (which right to self-insure shall include the right of the Tenant to increase the deductibles on such policies to an amount not to exceed \$1,000,000) provided the Tenant complies with each of the following: (i) the Tenant notifies the Issuer and the Trustee in writing that it has elected to increase one or more of the deductibles on such policies or to provide such coverages through a self-insurance program, (ii) if the self-insurance program is maintained by a legal entity other than the Tenant, the Tenant notifies the Issuer and the Trustee in writing of an address to which the Issuer and the Trustee may submit claims under such self-insurance program, and (iii) the provider of such self-insurance program is rated in one of the three highest rating categories by a nationally recognized rating agency (without regard to any rating modifiers).

### **Section 7.3. Public Liability Insurance.**

(a) Subject to the right of the Tenant to increase the deductibles described herein and to provide for blanket insurance policies as provided in **Section 7.4** of this Lease, the Tenant 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 but not limited to coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), under which the Issuer, the Tenant and the Trustee shall be named as additional insureds, properly protecting and indemnifying the Issuer and the Trustee, in an amount not less than \$2,000,000 adjusted for inflation pursuant to Section 537.610 of the Revised Statutes of Missouri, as amended for bodily injury (including death) in any one occurrence (subject to reasonable loss deductible clauses not to exceed \$1,000,000)), and not less than \$1,000,000 for property damage in any one occurrence (subject to reasonable loss deductible clauses not to exceed \$1,000,000). The policies of said insurance shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 30 days' advance written notice to the Issuer, the Tenant and the Trustee. Such policies or copies or certificates thereof shall be furnished to the Trustee.

(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 Tenant 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. Indemnification of Trustee.** The Tenant agrees to indemnify and save the Trustee harmless against and from all claims, costs, losses, liabilities and expenses (including, without limitation, reasonable attorney's fees and expenses) by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on, the Project during the Lease Term, and against and from all claims, costs, losses, liabilities and expenses (including, without limitation, reasonable attorney's fees and expenses) arising during the Lease Term from (a) any condition of the Project caused or permitted

by the Tenant, (b) any breach or default on the part of the Tenant in the performance of any of its obligations under this Lease, (c) any contract entered into by the Tenant, its agents, employees or contracting obligees in connection with the acquisition, purchase, construction, improving, equipping or remodeling of the Project, (d) any act of negligence of the Tenant or of any of its agents, contractors, servants, employees or licensees, and (e) any act of negligence of any assignee or sublessee of the Tenant, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Tenant.

## ARTICLE VIII

### ALTERATION OF THE PROJECT

**Section 8.1. Additions, Modifications and Improvements of the Project.** The Tenant 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 Tenant from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Tenant pursuant to the authority of this Section shall (a) be made in workmanlike manner and in strict 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 by the Tenant not purchased or acquired from funds deposited with the Trustee hereunder and not constituting repairs, renewals or replacements of Project Equipment under **Section 8.2** hereof shall remain the property of the Tenant and may be removed by the Tenant.

**Section 8.2. Removal of Project Equipment.** The Tenant shall have the right, provided the Tenant is not in default in the payment of Basic Rent or Additional Rent hereunder, to remove from the Project and (on behalf of the Issuer) sell, exchange or otherwise dispose of, without responsibility or accountability to the Issuer or the Trustee with respect thereto, any items of machinery and equipment which constitute a part of the Project Equipment and which have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary or which, in the sound discretion of the Tenant, are otherwise no longer useful to the Tenant in its operations conducted on or in the Project; provided that, if the aggregate value of Project Equipment sold, exchanged or disposed of in any fiscal year (on a non-cumulative basis) exceeds \$100,000, then with respect to the proposed removal in such fiscal year of such items of Project Equipment that originally cost \$25,000 or more, the Tenant shall either:

(a) Prior to any such removal, deliver to the Issuer and the Trustee a certificate signed by the Tenant (1) containing a description of any machinery or equipment constituting a part of the Project Equipment which it proposes to remove from the Project, (2) stating the reason for such removal, and (3) setting forth the estimated market value of such machinery or equipment; and pay the estimated value of such machinery or equipment as set forth in said certificate to the Trustee for deposit in the Bond Fund or obtain a written waiver from the Owners of all of the Bonds of the requirement that the estimated value be deposited into the Bond Fund; or

(b) Promptly replace any such Project Equipment so removed with machinery and equipment of the same or a different kind but with a value equal to or greater than the fair market value of the Project Equipment so removed, and such machinery and equipment shall be deemed a part of the Project Equipment; within 30 days after any such replacement, deliver to the Trustee a certificate signed by the Tenant (1) setting forth a complete description, including make, model and serial numbers, if any, of the machinery and equipment which the Tenant has acquired to replace the



Project Equipment so removed by the Tenant, (2) stating the cost thereof, and (3) stating that the machinery and equipment described in said certificate are fully paid for and have been installed on the Project.

The Trustee shall amend the list of Project Equipment maintained by it pursuant to **Section 10.8** hereof upon receipt of such certificate. Upon request, the Issuer will execute and deliver a bill of sale that transfers full and complete title to the Tenant of such portion of the Project Equipment removed. Notwithstanding anything to the contrary contained herein, title to any item of the Project Equipment so removed from the Project Site for purposes of sale, exchange, replacement or disposal shall automatically vest in the Tenant without further instrument or action, and such vesting of title shall be self-operative effective upon removal. All machinery and equipment that replaces Project Equipment removed from the Project by the Tenant pursuant to paragraph (b) of this Section shall become and be deemed a part of the Project.

In all cases, the Tenant 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. The Tenant's rights under this Section to remove from the Project machinery and equipment constituting a part of the Project Equipment is intended only to permit the Tenant to maintain an efficient operation by the removal of machinery and equipment which is no longer suitable to the Tenant's use of the Project for any of the reasons set forth in this Section, and such right is not to be construed to permit a removal under any other circumstances and specifically is not to be construed to permit the Tenant to make a wholesale removal of the Project Equipment.

**Section 8.3. Additional Improvements on the Project Site.** The Tenant shall have and is hereby given the right, at its 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 Tenant from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Tenant pursuant to the authority of this Section shall, during the life of this Lease, remain the property of the Tenant and may be added to, altered or razed and removed by the Tenant at any time. The Tenant 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, (b) to keep and maintain said additional buildings and improvements in good condition and repair, ordinary wear and tear excepted, and (c) to promptly and with due diligence either raze and remove in a good and workmanlike manner, or repair, replace or restore any of said additional buildings and improvements as may from time to time be permanently damaged by fire or other casualty. The Tenant shall pay all *ad valorem* taxes and assessments due and owing with respect to such additional buildings and improvements which remain the property of the Tenant. If for any reason the County Assessor determines that such additional buildings and improvements are not subject to *ad valorem* taxes based upon Issuer ownership of the Project, the Tenant shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due as reflected in a written statement from the County Assessor and/or Issuer, subject to the rights of the Tenant to contest the same in accordance with applicable laws.

**Section 8.4. Permits and Authorizations.** The Tenant 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. The Issuer agrees not to charge the Tenant any fees for any such permits or authorizations. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, 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) Neither the Issuer nor the Tenant shall do or suffer anything to be done whereby the Project, or any part thereof, may be encumbered by any mechanics' or other similar lien. 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 Tenant shall discharge the same of record within 90 days after the date of filing. Notice is hereby given that the Issuer shall not be liable for any labor or materials furnished to the Tenant or anyone claiming by, through or under the Tenant 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 Issuer in and to the Project or any part thereof.

(b) Notwithstanding paragraph (a) above, the Tenant shall have the right to contest any such mechanics' or other similar lien if within said 90-day period stated above it notifies the Issuer and the Trustee in writing of its intention so to do, and provided the Tenant diligently prosecutes such contest, 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, and pays or otherwise satisfies any final judgment enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof. The Tenant shall hold the Issuer and the Trustee whole and harmless from any loss, costs or expenses the Issuer may incur related to any such contest. The Issuer shall cooperate fully with the Tenant in any such contest.

**Section 8.6. Option to Purchase Unimproved Portions of the Project Site.** The Issuer hereby grants to the Tenant the right at any time and from time to time to purchase any unimproved portion or portions of the Project Site. For the purposes of this Section "unimproved" shall mean real property upon which no improvements are located, excluding improvements relating to streets, sidewalks, bridges, stormwater, grading, utility or other similar improvements. As conditions to such purchase the Issuer and the Trustee shall receive from the Tenant at least 30 days prior to the proposed date for completing the purchase the following (1) a written certificate from the Tenant to the effect (i) that the Tenant desires to purchase an unimproved portion of the Project Site, (ii) the proposed date for completing the purchase, and (iii) that the Tenant is not in default under any of the provisions of this Lease or the Indenture, (2) providing the Issuer and the Trustee with an adequate legal description of that portion (together with the interest in such portion) of the property to be purchased and a copy of a title commitment with respect to such property, (3) a certificate of an independent engineer or surveyor, dated not more than 30 days prior to the date of the request stating that, in the opinion of the person signing such certificate, (i) the unimproved portion of the Project Site is unimproved within the definition contained in this Section (ii) the unimproved portion of the Project Site so proposed to be purchased is not needed for the operation of the Project, and (iii) the proposed purchase will not impair the usefulness of the Project for its intended purposes and will not destroy the means of ingress thereto and egress therefrom, and (4) the written consent of the Owners of all of the Bonds.

The purchase price for such unimproved portion of the Project Site shall be determined by the Owners of all of the Bonds and shall be received in writing by the Issuer and the Trustee at least 10 days prior to the proposed date for completing the purchase. Such purchase price shall be paid to the Trustee at the time the Issuer executes and delivers a special warranty deed conveying the property which is to be purchased to the Tenant. The Trustee shall deposit such amount (if any) into the Bond Fund. If such amount is more than \$1,000, such amount shall be used by the Trustee to redeem Bonds in accordance with **Section 302** of the Indenture. If such amount is \$1,000 or less the Trustee shall apply such amount to the next interest payment on the Bonds.

Upon the Issuer's receipt of written notice from the Trustee that the Trustee has received all of the items required by this Section, any duly authorized officers of the Issuer shall execute a special warranty deed conveying such property to the Tenant and shall deliver such deed to the Tenant. Such special warranty deed shall be subject to the following: (1) those liens and encumbrances, if any, to which title to that portion of the Project Site was subject when conveyed to the Issuer; (2) those liens and encumbrances created by the Tenant or to the creation or suffering of which the Tenant consented; (3) those liens and encumbrances resulting from the failure of the Tenant to perform or observe any of the agreements on its part contained in this Lease; (4) Permitted Encumbrances other than the Indenture and this Lease; and (5) if the unimproved portion of the Project Site or any part thereof is being condemned, the rights and title of any condemning authority.

## **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 casualty, whether or not covered by insurance, the Tenant, as promptly as practicable, shall either repair, restore, replace or rebuild the same to as nearly as may be practicable their condition and character immediately prior to such damage or destruction, and 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 Tenant's option, shall construct upon the Project Site new buildings and improvements thereafter together with all new machinery, equipment and 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 Improvements and/or Project Equipment immediately prior to the occurrence of such damage or destruction and (ii) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project as an enterprise permitted by the Act.

If the Tenant shall elect to construct any such new buildings and improvements, for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof and any reference to the words "Project Equipment" shall be deemed to include any such new machinery, equipment and fixtures which are either attached to or are used in connection with the operation or maintenance of such new buildings and improvements and all additions or replacements thereof.

The Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss to the Project, shall be disbursed in accordance with the Mortgage. If there is no Mortgage and the Net Proceeds are less than \$100,000, the Net Proceeds shall be paid to the Tenant. If the Net Proceeds equal or exceed \$100,000, the Net Proceeds shall be paid to the Trustee and shall be applied in the following manner:

(i) there shall be paid to the Tenant from the Net Proceeds such part thereof as shall equal the cost to the Tenant of making such temporary repairs or doing such other work, as, in the Tenant'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 Tenant from the Net Proceeds such part thereof as shall equal the cost to the Tenant of repairing, restoring, replacing or rebuilding the Project or any part thereof;

(iii) payment to the Tenant pursuant to subdivisions (i) or (ii) of this subsection (a) from such Net Proceeds shall be made to the Tenant 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 Trustee of a certificate of the Tenant'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 Tenant are payable to the Tenant in accordance with the provisions of this Article and that such amounts are then due and payable by the Tenant or have theretofore been paid by the Tenant; (2) the progress of the work; (3) that the work has been done in accordance 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; (5) the estimated cost of completing the work, in reasonable detail; and (6) that the remaining Net Proceeds are sufficient to pay the estimated cost of completing the work (the Trustee may rely conclusively upon each such certificate and shall not be required to make any inquiry or investigation with respect thereto);

(iv) the Tenant shall furnish to the Trustee at the time of any such payment, an official search, or other evidence reasonably satisfactory to the Trustee, that there has not been filed with respect to the Project Site or the Project Improvements any mechanic's or other lien 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. The Trustee shall not pay out any such sum when the Project Site or the Project Improvements shall be encumbered with any such security interest or encumbrance. Upon the termination of this Lease and the payment in full of the Bonds or any monies then held by the Trustee shall be paid over to the Tenant.

(b) The insurance monies, if any, paid to the Tenant as provided under this Article, on account of any loss or destruction to the Project, shall be held by it in trust and applied only for the purposes of repairing, reconstructing or restoring the Project or constructing new buildings and improvements and installing new machinery, equipment and fixtures thereto.

(c) If any of the insurance monies paid by the insurance company to the Trustee or the Tenant 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. If the Net Proceeds shall be insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Tenant 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 except that the payment of all Basic Rent required hereunder to be paid by the Tenant shall be abated until such time as the Project is restored.

(e) The Issuer and the Tenant 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 Tenant agrees to give prompt notice to the Issuer and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project.

(g) If the Tenant 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 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 mortgagee under the Mortgage. The Tenant agrees to be reasonable in exercising its judgment pursuant to this subsection (g).

(h) The Tenant 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 Issuer, the Trustee or the Bondowners or to any abatement or diminution of the rentals payable by the Tenant under this Lease or of any other obligations of the Tenant 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 \$100,000, the Tenant 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 Issuer, the Trustee and the mortgagee under the Mortgage 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 Tenant shall determine that such substitution is practicable and desirable, the Tenant 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 Tenant's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Tenant 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 Issuer 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 Tenant shall determine that it is not practicable and desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Tenant 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 Mortgage, provided that if the Tenant is the sole owner of the Bonds and it has determined that acquiring

and constructing substitute improvements is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount up to an amount equal to the Net Proceeds of the condemnation awards, and retain such proceeds for its own account, all subject to the rights of the mortgagee under the Mortgage (if any).

(d) The Tenant 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 Issuer, the Trustee or the Bondowners or to any abatement or diminution of the rentals payable by the Tenant under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The Issuer shall cooperate fully with the Tenant 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 Tenant to litigate in any such proceeding in the name and on behalf of the Issuer. In no event will the Issuer 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 Tenant.

**Section 9.3. Bondowner Approval.** Notwithstanding anything to the contrary contained in this **Article IX**, subject to the rights of the mortgagee under the Mortgage, 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 Issuer or the Trustee, be applied as directed by the Owners of 100% of the principal amount of Bonds outstanding, subject and subordinate to the rights of the Issuer and the Trustee to be paid all their expenses (including reasonable attorneys' fees, trustee's fees and any extraordinary expenses of the County and the Trustee) incurred in the collection of such gross proceeds and the rights of the Issuer to any amounts then due and payable under the Performance Agreement. For purposes of this Section only, any person to whom Bonds have been pledged in good faith shall be deemed to be the Owner of the Bonds.

## ARTICLE X

### SPECIAL COVENANTS

**Section 10.1. No Warranty of Condition or Suitability by the Issuer; Exculpation and Indemnification.** The Issuer makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Tenant's purposes or needs. The Tenant releases the Issuer from, agrees that the Issuer shall not be liable for and agrees to hold the Issuer 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 use thereof; unless such loss is the result of the Issuer's gross negligence or willful misconduct.

**Section 10.2. Surrender of Possession.** Upon accrual of the Issuer's right of re-entry because of the Tenant's uncured default hereunder or upon the cancellation or termination of this Lease for any reason other than the Tenant's purchase of the Project pursuant to **Article XI** hereof, the Tenant shall peacefully surrender possession of the Project to the Issuer in good condition and repair, ordinary wear and tear excepted; provided, however, the Tenant shall have the right within 90 days (or such later date as the Issuer may agree to) after the termination of this Lease to remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Tenant and 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 Tenant, and the Tenant shall bear the sole responsibility for and bear the

sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment in connection with such removal by Tenant. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Tenant 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 Issuer.

**Section 10.3. Issuer's Right of Access to the Project.** In addition to the inspection rights of the Issuer pursuant to the Performance Agreement, the Tenant agrees that the Issuer and the Trustee and their duly authorized agents shall have the right at reasonable times during business hours, subject to 48 hours' prior written notice and the Tenant's usual safety and security requirements, to enter upon the Project Site after delivering written notice to the Tenant (a) as may be reasonably necessary to cause to be completed the acquisition, purchase, construction, improving, equipping or remodeling provided for in **Section 4.2** hereof, (b) to perform such work in and about the Project made necessary by reason of the Tenant's uncured default under any of the provisions of this Lease, and (c) following an uncured Event of Default, to exhibit the Project to prospective purchasers, lessees or trustees. The Tenant shall have the right to have representatives present during any such examination or inspection, including legal counsel.

#### **Section 10.4. Granting of Easements; Mortgage**

(a) If no uncured Event of Default under this Lease shall have happened and be continuing, the Tenant may at any time or times (1) grant 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, licensee, etc., (2) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Tenant shall determine, or (3) incur Permitted Encumbrances. The Issuer agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the Issuer and the Trustee of: (i) a copy of the instrument of grant or release or of the agreement or other arrangement, (ii) a written application signed by an Authorized Tenant Representative requesting such instrument, and (iii) a certificate executed by an Authorized Tenant Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Tenant, will not impair the effective use or interfere with the efficient and economical operation of the Project, and will not materially adversely affect the security intended to be given by or under the Indenture, the Lease or the Deed of Trust. If the instrument of grant shall provide that any such easement or right and the rights of such other parties thereunder shall be superior to the rights of the Issuer and the Trustee under this Lease and the Indenture and shall not be affected by any termination of this Lease or default on the part of the Tenant hereunder then such easement shall not have any effect whatsoever without the written consent of the Issuer. If no Event of Default shall have happened and be continuing beyond any applicable grace period, any payments or other consideration received by the Tenant for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Tenant, but, in the event of the termination of this Lease or during the continuation of an uncured Event of Default, all rights then existing of the Tenant with respect to or under such grant shall inure to the benefit of and be exercisable by the Issuer and the Trustee.

(b) This Lease shall be subject to any existing or hereafter existing Mortgage from Tenant to a Lender.

(c) Notwithstanding anything contained to the contrary in this Lease, (a) the Tenant shall have the right to assign this Lease and any subleases to the Lender or to the designee or nominee of Lender, without the consent of the Issuer, and (b) if the Lender or its designee or nominee shall acquire ownership of the

leasehold estate, either following foreclosure of the Mortgage or in liquidation of the indebtedness and in lieu of foreclosure thereof, the Lender or its designee or nominee shall have the further right to assign this Lease and any subleases and any purchase money mortgage accepted in connection therewith, without the consent of the Issuer and such assignee shall enjoy all rights, powers and privileges granted herein to Lender.

(d) During the term of any existing or hereafter existing the Mortgage, the following provisions shall apply:

(i) this Lease may not be modified, amended, canceled or surrendered by agreement between the Issuer and the Tenant, without the prior written consent of Lender;

(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 Lender;

(iii) the Issuer shall serve upon Lender a copy of each notice of default and each notice of termination given to the Tenant under this Lease, at the same time as such notice is served upon the Tenant. No such notice to the Tenant shall be effective unless a copy thereof is thus served upon Lender;

(iv) Lender shall have the same period of time after the service of such notice upon it within which the Tenant may remedy or cause to be remedied the default which is the basis of the notice plus twenty (20) days; and the Issuer shall accept performance by Lender as timely performance by the Tenant;

(v) Lender shall not be required to continue possession or continue foreclosure proceedings under paragraph (vii) of this subsection if the particular default has been cured;

(vi) the Issuer may exercise any of its rights or remedies with respect to any other default by the Tenant occurring during the period of such forbearance provided for under said paragraph (vii), subject to the rights of the Lender under this Section as to such other defaults;

(vii) in case of default by the Tenant under this Lease, other than a default in the payment of money, the Issuer shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving to Lender a reasonable time within which either to obtain possession of the Project and to remedy such default in the case of a default which is susceptible of being cured when Lender has obtained possession of the Project, or to institute and with reasonable diligence to complete foreclosure proceedings or otherwise acquire the Tenant's leasehold estate under this Lease in the case of a default which is not susceptible of being remedied by Lender, provided that the Lender shall deliver to the Issuer within thirty (30) days after the expiration of the grace period applicable to the particular default, an instrument unconditionally agreeing to remedy such default other than a default not susceptible of being remedied by Lender. The Issuer's right to terminate this Lease by reason of a default which is not susceptible of being remedied by Lender shall end with respect to such default when the Lender obtains possession of the Project as aforesaid, which possession shall be deemed to include possession by a receiver;

(viii) if this Lease shall terminate prior to the expiration of the Lease Term as the result of an uncured Event of Default (and not due to Tenant's right to purchase the Project pursuant to Section 11.1 of this Lease), the Issuer shall enter into a new lease for the Project with Lender or its designee



or nominee, for the remainder of the term, effective as of the date of such termination, at the same rent and upon the same terms, covenants and conditions contained herein, except that such new lease shall not guarantee possession of the Project to the new tenant as against the Tenant and/or anyone claiming under the Tenant, and the Issuer, simultaneously with the execution and delivery of such new lease, shall turn over to the new tenant all monies, if any, then held by the Issuer under the Lease on behalf of the Tenant, on condition that:

(A) Lender shall make written request for such new lease within thirty (30) days after the date of such termination, and

(B) on the commencement date of the term of the new lease, Lender shall cure all defaults of the Tenant under the Lease (susceptible of being cured by Lender) which remain uncured on that date, and shall pay or cause to be paid all unpaid sums which at such time would have been payable under this Lease but for such termination, and shall pay or cause to be paid to the Issuer on that date all fees, costs, charges and expenses, including, without limitation, reasonable counsel fees, court costs and disbursements, incurred by the Issuer or the Trustee in connection with any such default and termination as well as in connection with the execution and delivery of such new lease;

(ix) if Lender or its designee or nominee shall become the owner of this Lease either following foreclosure of the Mortgage or in liquidation of the indebtedness and in lieu of foreclosure thereof and the Lender or its designee or nominee shall have assigned this Lease, Lender or its designee or nominee so assigning shall be released from all liability accruing from and after the date of such assignment.

**Section 10.5. Indemnification of Issuer and Trustee.** The Tenant shall indemnify and save the Issuer and the Trustee harmless from and against all claims, losses, liabilities, damages, costs and expenses (including, without limitation, attorney's fees and expenses) by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project during the Lease Term, and against and from all claims, losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorney's fees and expenses) arising during the Lease Term from (a) any condition of the Project caused by the Tenant, (b) any breach or default on the part of the Tenant in the performance of any of its obligations under this Lease, (c) any contract entered into in by the Tenant or its sublessee, if any, in connection with the acquisition, purchase, construction, improving, equipping or remodeling of the Project, (d) any act of negligence of the Tenant or of any of its agents, contractors, servants, employees or licensees, (e) any act of negligence of any assignee or sublessee of the Tenant, and (f) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project; provided, however, the indemnification contained in this **Section 10.5** shall not extend to the Issuer or the Trustee if (i) such claim is the result of work performed, or being performed, at the Project by employees of the Issuer, or (ii) such claim is the result of the Issuer's negligence or willful misconduct. The Tenant shall indemnify and save the Issuer and the Trustee harmless from and against all costs and expenses, including, without limitation, reasonable attorney's fees and expenses, (except those which have arisen from the willful misconduct or negligence of the Issuer or the Trustee) incurred in or in connection with any action or proceeding brought in connection with claims arising from circumstances described in clauses (a) through (f), and upon notice from the Issuer or the Trustee, the Tenant shall defend them or either of them in any such action or proceeding.

The Tenant agrees to indemnify and reimburse the Issuer and the Trustee, and their respective members, directors, officers, employees, agents, attorneys, successors and assigns for any liability, loss,

damage, expense or cost, including, without limitation, reasonable attorney's fees and expenses, arising out of or incurred by the Issuer or the Trustee or their respective members, directors, officers, employees, agents, attorneys, successors and assigns, which is the result of any liability, loss, damage, expense or cost sustained as a result of any failure by Tenant to comply with any Environmental Laws or of there being located in, on or about the Project Site or the Project any hazardous, dangerous, or toxic pollutants, wastes or chemicals, together with reasonable attorney's fees and expenses incurred in connection with the defense of any action against the Issuer or the Trustee arising out of the above. Other than as identified in the Environmental Reports, to the best of the Tenant's knowledge, the Tenant represents and warrants to the Issuer and the Trustee that the Project Site and the Project and their respective prior and existing uses have at all times complied with and will comply with all Environmental Laws. The Tenant shall promptly and diligently take or cause to be taken all actions necessary to cure any noncompliance with any Environmental Law and shall be solely responsible for any violation by it, its employees or agents of any Environmental Laws, and the Tenant further agrees that it will take all necessary action to clean-up, eliminate or contain any environmental contamination, including contamination caused by any previous owner of the Project or the Project Site, and will pay in full all costs and expenses associated with such action.

**Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits.** The Issuer 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 Tenant, and the Issuer will fully cooperate with the Tenant in any effort by the Tenant to avail itself of any such depreciation, investment tax credit or other tax benefits.

**Section 10.7. Tenant to Maintain its Corporate Existence.** The Tenant agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, Tenant will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Tenant may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation (i.e., a corporation incorporated and existing under the laws of one of the states of the United States) or permit one or more other domestic corporations to consolidate with or merge into it, or may sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee corporation expressly assumes in writing all the obligations of the Tenant contained in this Lease; and, further provided, that the surviving, resulting or transferee corporation, as the case may be, has a consolidated net worth (after giving effect to said consolidation, merger or transfer) at least equal to or greater than that of the Tenant immediately prior to said consolidation, merger or transfer. The term "net worth", as used in this Section, shall mean the difference obtained by subtracting total liabilities (not including as a liability any capital or surplus item) from total assets of the Tenant and all of its subsidiaries. In any such consolidation, merger or transfer the Tenant shall comply with the provisions of **Section 10.1** hereof to the extent applicable.

**Section 10.8. Security Interests.** At the written request of the Owner of the Bonds, the Issuer and the Tenant agree to enter into all instruments (including financing statements and statements of continuation) necessary for perfection of and continuance of the perfection of the security interests of the Issuer and the Trustee in the Project. Upon the written instructions of the Owner of the Bonds, the Trustee shall file, at the expense of the Tenant, all instruments the Owner of the Bonds shall deem necessary to be filed and the Trustee shall continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding. The Issuer and the Tenant shall cooperate with the Trustee in this regard by executing such continuation statements and providing such information as the Trustee may require to renew such liens. The Trustee shall, at the expense of the Tenant, maintain a file showing a description of all Project Equipment, said file to be compiled from the certificates furnished to the Trustee pursuant to **Section 4.4** and **Section 8.2** hereof.

## ARTICLE XI

### OPTION AND OBLIGATION TO PURCHASE THE PROJECT

**Section 11.1. Option to Purchase the Project.** The Tenant shall have, and is hereby granted, the option to purchase the Project at any time, prior to the expiration of the Lease Term 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 Tenant shall give written notice to the Issuer and to the Trustee, if any, of the Bonds as shall then be unpaid or provision for their payment shall not have been made in accordance with the provisions 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 (unless otherwise agreed to by the Issuer and the Trustee), and in case of a redemption of the Bonds in accordance with the provisions of the Indenture the Tenant shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the forgoing, subsequent to the occurrence of an uncured Event of Default, if the Issuer or the Trustee provides notice of its intent to exercise its remedies hereunder (a "**Remedies Notice**"), the Tenant shall be deemed to have exercised its repurchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Tenant; provided said notice of intent to exercise remedies hereunder has not been rescinded by such date (such option to take place on the 29th day following the issuance of the Remedies Notice). The Tenant may rescind such exercise by providing written notice to the Issuer and the Trustee on or prior to the 29th day. The purchase price payable by the Tenant in the event of its exercise or deemed 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, without limitation, 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 all payments due and payable pursuant to the Performance Agreement through the end of the calendar year in which the date of purchase occurs; plus
- (d) an amount of money equal to the Issuer's reasonable fees and expenses for its counsel in connection with such purchase of the Project; plus
- (e) the sum of \$100.

At its option, to be exercised prior to the date of closing such purchase, the Tenant may deliver to the Trustee for cancellation Bonds not previously paid, and the Tenant shall receive a credit against the purchase price payable by the Tenant 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 Issuer will upon receipt of the purchase price deliver to the Tenant 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, the Lease and the Deed of Trust.

(b) A special warranty deed conveying to the Tenant legal title to the Project, as it then exists, subject to the following: (1) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the Issuer; (2) those liens and encumbrances created by the Tenant or to the creation or suffering of which the Tenant consented; (3) those liens and encumbrances resulting from the failure of the Tenant to perform or observe any of the agreements on its part contained in this Lease; (4) Permitted Encumbrances other than the Indenture and this Lease, as applicable; and (5) 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 Tenant in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Tenant 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.

**Section 11.4. Obligation to Purchase the Project.** The Tenant hereby agrees to purchase, and the Issuer hereby agrees to sell, the Project for the sum of \$100 at the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof and all other fees, charges and expenses having been made in accordance with the provisions of the Indenture, this Lease and all other documents entered into with respect to the Bonds; provided, however, that the Tenant may deliver to the Trustee for cancellation Bonds not previously paid, and the Tenant shall receive a credit against the purchase price payable by the Tenant in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon, if any. If Tenant has not sooner elected to exercise the option to purchase pursuant to this **Article XI**, Tenant shall be automatically deemed to have exercised such option on the day before the expiration date of this Lease, unless Tenant shall have rescinded such election by written notice given to Issuer or Trustee on or before such day.

## **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 for a period of 5 days following written notice to the Tenant by the Issuer or the Trustee or default in the due and punctual payment of Additional Rent for a period of 30 days following written notice to the Tenant by the Issuer or the Trustee; or

(b) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Tenant’s part to be observed or performed, and such default shall continue for 60 days after the Issuer or the Trustee has given the Tenant written notice specifying such default (or such longer period as shall be reasonably required to cure such default;

provided that (1) the Tenant has commenced such cure within said 60-day period, and (2) the Tenant diligently prosecutes such cure to completion); or

(c) The Tenant shall: (1) admit in writing its inability to pay its debts as they become due; or (2) file a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or file a pleading asking for such relief; or (3) make an assignment for the benefit of creditors; or (4) 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 Tenant's consent or acquiescence, vacated or set aside; or (5) be finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) 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, as now or in the future amended, which order or proceeding, if not consented to by it, shall not be dismissed, vacated, denied, set aside or stayed within 60 days after the day of entry or commencement; or (7) 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

(d) The Tenant shall vacate or abandon the Project, or shall have been ejected from the Project or any 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 60 days (or such longer period as is reasonably required to cure such defect in title); or

(e) The occurrence and continuance of an "Event of Default" by the Tenant under the Performance Agreement, following any applicable notice and grace period provided in the Performance Agreement, and such default shall continue for 60 days after the Issuer has given the Tenant and Northpoint Development, LLC written notice specifying such default.

**Section 12.2. Remedies on Default.** If any Event of Default referred to in **Section 12.1** hereof shall have occurred and be continuing beyond any applicable notice and cure period, then the Issuer may at the Issuer'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 Event of Default shall continue beyond any applicable notice and cure period, take any one or more of the following actions as the Issuer's sole and exclusive remedies (except as otherwise expressly provided herein):

(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 (unless the Owners of 100% of the principal amount of such Bonds determine otherwise); provided that if all obligations due and owing under the Indenture, this Lease, the Deed of Trust and the Performance Agreement have been paid, the Issuer shall convey the Project to the Tenant in accordance with **Section 11.2** hereof;

(b) give the Tenant written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 30 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Tenant's rights to possession of the Project shall cease and this Lease shall thereupon be terminated, and the Issuer may re-enter and take possession of the Project (unless Tenant shall

have exercised or be deemed to have exercised Tenant's option to purchase under **Article XI** hereof, in which event the terms of such **Article XI** shall control).

(c) Notwithstanding any provision in this Lease to the contrary, the Owners shall not have the right to control or direct any remedies hereunder upon an Event of Default under **Section 12.1(a)** (but only if such Event of Default is based upon the nonpayment of Additional Rent), **Section 12.1(c)**, **Section 12.1(d)** or **Section 12.1(e)** of the Lease.

**Section 12.3. Survival of Obligations.** The Tenant covenants and agrees with the Issuer and Bondowners that those of its obligations under this Lease which by their nature require performance after the end of the term of this Lease, or which are expressly stated herein as intended to survive expiration or termination of this Lease shall survive the cancellation and termination of this Lease, for any cause, and that the Tenant 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 the 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 Tenant's obligation under this Lease shall thereupon cease and terminate in full.

**Section 12.4. Performance of the Tenant's Obligations by the Issuer.** If the Tenant 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 Issuer, or the Trustee in the Issuer's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Tenant's part for 30 days after written notice of such failure is given the Tenant by the Issuer or the Trustee, and without waiving or releasing the Tenant 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 Issuer or the Trustee and all necessary incidental reasonable costs and expenses (including, without limitation, attorney's fees and expenses) incurred by the Issuer or the Trustee in performing such obligations shall be deemed Additional Rent and shall be paid to the Issuer or the Trustee on demand, and if not so paid by the Tenant, the Issuer or the Trustee shall have the same rights and remedies provided for in **Section 12.2** hereof in the case of default by the Tenant in the payment of Basic Rent.

**Section 12.5. Rights and Remedies Cumulative.** The rights and remedies reserved by the Issuer and the Tenant hereunder 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 Issuer and the Tenant 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.

**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 Tenant of any covenant, agreement or undertaking by the Tenant, the Issuer or the Trustee may nevertheless accept from the Tenant any payment or payments hereunder without in any way waiving the Issuer's right to exercise any of its rights and remedies provided for herein with respect to any such breach or breaches of the Tenant which were in existence at the time such payment or payments were accepted by the Issuer or the Trustee.

**Section 12.7. Trustee's Exercise of the Issuer's Remedies.** Whenever any Event of Default shall have occurred and be 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 Issuer under this Article, upon notice as required of the

Issuer unless the Issuer has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture and the Deed of Trust.

**Section 12.8. Notice of Defaults Under Section 12.1; Opportunity of Tenant to Cure Defaults.**

(a) Anything herein to the contrary notwithstanding, no default specified in **Section 12.1(c), (d) or (e)** shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given by the Issuer, the Trustee or by the Owners of 25% in aggregate principal amount of all Bonds Outstanding to the Tenant and the Tenant shall have had 30 days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within such period; provided, however, if any such default shall be such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Tenant within such period and diligently pursued until the default is corrected.

(b) With regard to any alleged default concerning which notice is given to the Tenant under the provisions of this Section, the Issuer hereby grants the Tenant full authority for account of the Issuer 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 Issuer, with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts in order to remedy such default.

**ARTICLE XIII**

**ASSIGNMENT AND SUBLEASE**

**Section 13.1. Assignment; Sublease.**

(a) The Tenant shall have the right to assign, transfer, encumber or dispose of this Lease or any interest therein or part thereof, with the written consent of the Issuer, for any lawful purpose under the Act. With respect to any assignment, the Tenant 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;

(3) A duplicate original of such assignment shall be delivered to the Issuer and the Trustee within ten (10) days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee 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 Tenant to be performed and observed;

(4) At the time of any such assignment there shall be no damage or destruction to the Project which has not been repaired, restored and replaced in accordance with the provisions of this Lease, unless any funds then held by the Tenant for the purposes of such repair, restoration and replacement are simultaneously transferred to the assignee; and

(5) Issuer shall be satisfied that the assignee has the financial resources to perform its obligations under **Section 10.5** hereof or the Issuer and the Trustee shall be provided indemnification

from another party acceptable to the Issuer that has the financial resources to perform such obligations.

Upon the satisfaction of the conditions set forth herein, the assignor shall be relieved of all further liability occurring on and after the effective date of such assignment. The consent of the Issuer to any assignment, transfer, encumbrance or disposition described in this subsection (a) shall not be unreasonably withheld or delayed.

(b) The Tenant shall have the right to sublet all or any portion of the Project to an entity or entities for any lawful purpose under the Act. No sublease of the Project shall release or discharge the Tenant 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 or the Performance Agreement shall continue as if no such sublease had been made.

If for any reason this Lease and the leasehold estate of the Tenant hereunder is terminated by the Issuer by summary proceedings or otherwise in accordance with the terms of this Lease, the Issuer covenants and agrees that such termination of this Lease shall not result in a termination of any sublease (so long as no event has occurred that by notice or with the passage of time would be a default in the terms of such sublease) affecting the Project or any part or parts thereof and that they shall all continue for the duration of their respective terms and any extensions thereof as a direct lease between the Issuer hereunder and the sublessee thereunder, with the same force and effect as if the Issuer hereunder had originally entered into such sublease as landlord thereunder. Any such sublessee shall not be named or joined in any action or proceeding by the Issuer under this Lease to recover possession of the Project or for any other relief if such sublessee is not then in default under the terms of its sublease beyond any applicable grace period for curing the same. The Issuer shall, upon request, execute, acknowledge and deliver such agreements evidencing and agreeing to the foregoing in a form reasonably satisfactory to the Tenant.

Any consent of the Issuer required by this subsection (b) shall not be unreasonably withheld or delayed.

**Section 13.2. Assignment of Revenues by Issuer.** The Issuer 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 Tenant hereby consents to such pledge and assignment.

**Section 13.3. Prohibition Against Fee Mortgage of Project.** Other than the Deed of Trust, the Issuer 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 Issuer.** During this Lease Term, the Issuer agrees that, except to secure the Bonds to be issued pursuant to the Indenture and the Deed of Trust, 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.

## 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 Issuer:

City of Belton, Missouri  
506 Main Street  
Belton, Missouri 64012  
Attention: City Manager

(b) To the Tenant:

NP Southview Industrial 4, LLC  
4825 NW 41st Street, Suite 500  
Riverside, Missouri 64150  
Attention: Nathaniel Hagedorn

With a copy to:

Levy Craig Law Firm  
4520 Main Street, Suite 1600  
Kansas City, Missouri 64111  
Attention: Scott E. Seitter

With a copy to:

The Northwestern Mutual Life Insurance Company  
720 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202  
Attention: Real Estate Investment Department—JV \_\_\_\_\_

(d) To the Trustee:

BOKF, N.A.  
2405 Grand Blvd., Suite 840  
Kansas City, Missouri 64108-2536  
Attention: Corporate Trust Department

Any notice or demand hereunder shall be deemed given when received. Any notice or demand which is rejected, the acceptance of delivery of which is refused or which is incapable of being delivered during normal business hours at the address specified herein or such other address designated pursuant hereto shall be deemed received as of the date of the attempted delivery. A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer or the Tenant to the other shall also be given to the Trustee and the Lender if Lender has provided Issuer and Tenant, in writing, a current address for notification purposes. The Issuer, the Tenant, the Lender 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. Any notice of default given to Tenant hereunder must include a statement that Tenant's failure to cure said default and/or rescind its automatic exercise of the option will result in an automatic exercise of the option to purchase by Tenant under **Article XI** hereof.

**Section 15.2. Issuer Shall Not Unreasonably Withhold Consents and Approvals.** Wherever in this Lease it is provided that the Issuer shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the Issuer shall not unreasonably, arbitrarily or unnecessarily withhold 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 Issuer'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 Issuer.

**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 Issuer and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same become due and payable, and (c) that if after the principal of and interest on the Bonds and all fees, expenses and costs incident to the payment of the Bonds have been paid in full the Trustee or the Issuer 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 Tenant 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 Tenant.

**Section 15.4. No Pecuniary Liability.** No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the Issuer, or the breach thereof, shall constitute or give rise to or impose upon the Issuer a pecuniary liability or a charge upon the general credit or taxing powers of the City of Belton, Missouri or the State of Missouri. Such limitation shall not apply to any liability or charge directly resulting from the Issuer's breach of any provision, covenant or agreement contained herein.

**Section 15.5. Governing Law.** This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

**Section 15.6. Binding Effect.** This Lease shall be binding upon and shall inure to the benefit of the Issuer and the Tenant 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 transactions described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 15.10. Satisfaction of Tenant's Obligations.** Any obligation of the Tenant under this Lease, including, but not limited to, the obligations of the Tenant to pay Basic Rent, Additional Rent and to maintain insurance pursuant to **Article VII**, may be performed by a member of the Tenant, and such performance by a member of the Tenant shall be treated as though the obligation were performed by the Tenant.

**Section 15.11 Complete Agreement.** THE TENANT AND THE ISSUER UNDERSTAND THAT ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT THE TENANT AND THE ISSUER FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS THE TENANT AND THE ISSUER REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS LEASE AND THE PERFORMANCE AGREEMENT, WHICH ARE THE COMPLETE AND EXCLUSIVE STATEMENTS OF THE AGREEMENT BETWEEN THE TENANT AND THE ISSUER, EXCEPT AS THE TENANT AND THE ISSUER MAY LATER AGREE IN WRITING TO MODIFY THIS LEASE OR THE PERFORMANCE AGREEMENT.

***[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]***

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

**CITY OF BELTON, MISSOURI**

By: \_\_\_\_\_  
Mayor

(Seal)

ATTEST:

By: \_\_\_\_\_  
City Clerk

**NP SOUTHVIEW INDUSTRIAL 4, LLC,**  
a Delaware limited liability company

By: NP SOUTHVIEW INDUSTRIAL, LLC, a Delaware limited liability company, its sole member

By: The Northwestern Mutual Life Insurance Company, a Wisconsin corporation, a member

By: \_\_\_\_\_  
Brenda J. Stugelmeyer  
Its: Vice President – Real Estate Counsel

By: NorthPoint Holdings, LLC, a Missouri limited liability company, a member

By: \_\_\_\_\_  
Nathaniel Hagedorn  
Its Manager

By: NPE Southview Holdings, LLC, a Missouri limited liability company, a member

By: NPD Management, LLC, a Missouri limited liability company, its Manager

By: \_\_\_\_\_  
Nathaniel Hagedorn  
Its Manager

## **EXHIBIT A**

### **PROJECT SITE**

#### **TRACT 1:**

Lot 1 and Tract A, SOUTHVIEW COMMERCE CENTER SOUTH 4TH PLAT, in the City of Belton, Cass County, Missouri, according to the plat recorded in [Plat Book 25, Page 12](#).

EXCEPTING THEREFROM that part of Lot 1, SOUTHVIEW COMMERCE CENTER SOUTH 4TH PLAT which is located in Government Lot 1 of the NW1/4 of Section 1, Township 46N, Range 33W and comprises parts of Tract D and Lot 3, SOUTHVIEW COMMERCE CENTER SOUTH 3RD PLAT, according to the plat thereof recorded in [Plat Book 24, Page 48](#).

#### **TRACT 2:**

Tract A, SOUTHVIEW COMMERCE CENTER SOUTH 5TH PLAT, in the City of Belton, Cass County, Missouri, according to the plat recorded in Plat Book 25, Page 13.

## **EXHIBIT B**

### **PROJECT IMPROVEMENTS**

All buildings, structures, improvements and fixtures located on or to be acquired or purchased for the construction, improvement, equipping or remodeling of the Project Site pursuant to **Article IV** hereof and paid for in whole or in part from the proceeds of Bonds and all additions, alterations, modifications and improvements thereof made pursuant to this Lease.

**EXHIBIT C**  
**PROJECT EQUIPMENT**

None



## EXHIBIT D

### [FORM OF REQUISITION CERTIFICATE]

Requisition No. \_\_\_\_\_

Date: \_\_\_\_\_

#### REQUISITION CERTIFICATE

TO: BOKF, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF [DATED DATE], 2021, BETWEEN THE CITY OF BELTON, MISSOURI, AND THE TRUSTEE, AND LEASE AGREEMENT DATED AS OF [DATED DATE], 2021, BETWEEN THE CITY OF BELTON, MISSOURI, AND NP SOUTHVIEW INDUSTRIAL 4, LLC

Pursuant to **Section 503** of the Trust Indenture dated as of [DATED DATE], 2021 (the “Indenture”) relating to the City of Belton, Missouri, Taxable Industrial Revenue Bonds (NP Southview Industrial 4, LLC Project), Series 2021, (the “Bonds”), the undersigned Authorized Tenant Representative hereby requests payment of Project Costs from the Project Fund in accordance with this request, and hereby certifies as follows:

*Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

1. The Trustee is requested and directed to pay Project Costs from the proceeds of the Bonds deposited in the Project Fund said Project Costs to be paid in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

2. **Schedule 2** contains a description of each item of Project Costs for which payment is being requested, including, if applicable (a) for each item of Project Equipment or Project Improvement, a description of the item and, for each item of Project Equipment, a serial or other identifying number, if any, for such item.

3. The amounts requested are or were necessary and appropriate in connection with the purchase, construction, installation and equipping of the Project, have been properly incurred and are a proper charge against the Project Fund, and have been paid by the Tenant 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 Project Fund.

4. 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, construction, installation and equipping 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.

5. Lien waivers for costs for which payment is hereby requested have been received and are on file with the Tenant and will be delivered upon request.

6. With respect to any personal property described in this Requisition Certificate and for which Project Costs are disbursed pursuant to this Requisition Certificate, in consideration of such disbursement, such personal property is hereby BARGAINED and SOLD, and the Tenant by these presents does now GRANT and CONVEY, unto the CITY OF BELTON, MISSOURI, and its successors and

assigns, all of its right, title and interest, if any, in and to such personal property, and such personal property shall constitute a portion of the “Project” as defined under the Lease Agreement dated as of [DATED DATE], 2021, between the Tenant and the Issuer. The property is being conveyed “as is,” “where is” and “with all faults” as of the date of this Requisition Certificate, without any representation or warranty whatsoever as to its condition, fitness for any particular purpose, merchantability, or any other warranty, express or implied.

**NP SOUTHVIEW INDUSTRIAL 4, LLC,**  
a Delaware limited liability company,  
as Purchaser

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Tenant Representative

## SCHEDULE 1 TO REQUISITION CERTIFICATE

Amount

Payee and Address

Description

\$ \_\_\_\_\_

**SCHEDULE 2 TO REQUISITION CERTIFICATE**

**IDENTIFICATION OF PROJECT COMPONENTS**

**FOR WHICH PROJECT COSTS ARE REQUESTED**

Description of <u>Project Cost</u>	Amount Constituting Project Improvements <u>(Real Property)</u>	Amount Constituting Project <u>Equipment</u>	Serial Number or Other Identification (for Project <u>Equipment</u> )

**\$30,000,000**  
**Maximum Principal Amount**

**CITY OF BELTON, MISSOURI**  
**TAXABLE INDUSTRIAL REVENUE BONDS**  
**(NP SOUTHVIEW INDUSTRIAL 4, LLC PROJECT)**  
**SERIES 2021**

**Dated as of [DATED DATE], 2021**

**BOND PURCHASE AGREEMENT**

City of Belton, Missouri  
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 (the “Agreement”), NP Southview Industrial 4, LLC, a Delaware limited liability company (the “**Purchaser**”) offers to purchase from the City of Belton, Missouri (the “**Issuer**”), the above-referenced Taxable Industrial Revenue Bonds, dated as provided in the Indenture (hereinafter defined), in the maximum aggregate principal amount of \$30,000,000 (the “**Bond**”), to be issued by the Issuer, under and pursuant to an ordinance adopted by the governing body of the Issuer on \_\_\_\_\_, 2021 (the “**Ordinance**”) and a Trust Indenture dated as of [DATED DATE], 2021 (the “**Indenture**”), by and between the Issuer and BOKF, N.A., a national banking association authorized to accept and execute trusts of the character herein set forth under the laws of the State of Missouri, with a corporate trust office located in Kansas City, Missouri, as Trustee (the “**Trustee**”).

**SECTION 1. REPRESENTATIONS AND AGREEMENTS**

By the Issuer’s acceptance hereof, the Issuer hereby represents to the Purchaser that:

(a) The Issuer is a constitutional charter city duly organized and existing under the laws of the State of Missouri. The Issuer is authorized pursuant to the Constitution and laws of the State of Missouri, to authorize, issue and deliver the Bond and to consummate all transactions contemplated by this Bond Purchase Agreement, the Ordinance, the Indenture, the Lease Agreement dated as of [DATED DATE], 2021 (the “**Lease Agreement**”), by and between the Issuer and NP Southview Industrial 4, LLC, a Delaware limited liability company (the “**Tenant**”), and any and all other agreements relating thereto. The proceeds of the Bond 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 Bond.

(b) 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 Issuer 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 Bond or the

constitutionality or validity of the indebtedness represented by the Bond or the validity of the Bond, the Lease Agreement, the Indenture or this Bond Purchase Agreement.

The Purchaser represents as follows:

(1) The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to do business in and is in good standing under the laws of the State of Missouri;

(2) The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser has been duly authorized by all necessary action of the Purchaser and does 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 the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound;

(3) When executed and delivered by the Purchaser, this Bond Purchase Agreement will be, and is, a legal, valid and binding obligation, enforceable in accordance with its 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; and

(4) 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 the Purchaser to such party as to the statements made therein.

## **SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BOND**

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 Issuer and the Issuer agrees to sell to the Purchaser the Bond on the terms and conditions set forth herein.

The Bond shall be sold to the Purchaser by the Issuer on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined), which amount shall be deposited in the Project Fund as provided in **Section 502** of the Indenture and shall thereafter on the Closing Date immediately be applied to the payment of Project Costs as provided in **Section 4.4** of the Lease Agreement. From time to time after the Closing Date, the Purchaser may make additional payments with respect to the Bond ("**Additional Payments**") to the Trustee under the Indenture, which Additional Payments shall be deposited in the Project Fund and applied to the payment of Project Costs and the outstanding principal amount of the Bonds shall increase by each such Additional Payment; provided that the sum of the Closing Price and all such Additional Payments shall not, in the aggregate, exceed \$30,000,000.

As used herein, the term "**Closing Date**" shall mean the date of this Agreement, or such other date as shall be mutually agreed upon by the Issuer and the Purchaser; the term "**Closing Price**" shall mean that certain amount specified in writing by the Purchaser and agreed to by the Issuer as the amount required to fund the initial disbursement from the Project Fund on the Closing Date.

The Bond shall be issued under and secured as provided in the Ordinance and in the Indenture and the Lease Agreement authorized by the Ordinance and the Bond shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The delivery of the Bond shall be made in definitive form as a fully registered bond in the maximum aggregate principal denomination of \$30,000,000; provided, that the principal amount of the Bond outstanding at any time shall be that amount recorded in the official bond registration records of the Trustee and further provided that interest shall be payable on the Bond only on the outstanding principal amount of the Bond, as more fully provided in the Indenture.

The Tenant agrees to indemnify and hold harmless the Issuer and the Trustee, including any member, officer, official or employee of the Issuer 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; provided, however, the indemnification contained in this paragraph shall not extend to such Indemnified Party if such loss, claim, damage, liability or expense is (a) the result of the Indemnified Party's negligence or willful misconduct, or (b) the Indemnified Party is not following the written instructions of the Tenant, the Purchaser or the owner of 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 Tenant, the Indemnified Parties shall promptly notify the Tenant in writing and the Tenant shall promptly assume the defense thereof, including the employment of counsel, the payment of all reasonable 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. The Tenant 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 Tenant or if there be a final judgment (not subject to appeal) for the plaintiff in any such action against the Tenant or any of the Indemnified Parties, with or without the consent of the Tenant, the Tenant agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

### **SECTION 3. CONDITIONS TO THE PURCHASER'S OBLIGATIONS**

The Purchaser's obligations hereunder shall be subject to the due performance by the Issuer of the Issuer's obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the Issuer's 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 Indenture, the Lease Agreement, the Deed of Trust and the Bond Purchase Agreement 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 Issuer shall confirm on the Closing Date by a certificate that at and as of the Closing Date the Issuer has taken all action necessary to issue the Bond 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 Issuer or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bond, or the constitutionality or validity of the indebtedness represented by the Bond or the validity of the Bond

or any proceedings in relation to the issuance or sale thereof. The form and substance of such certificate shall be satisfactory to the Purchaser and the Tenant.

(c) Receipt by the Purchaser and the Tenant of an approving opinion from Gilmore & Bell, P.C., in form and substance satisfactory to the Purchaser and the Tenant.

(d) The Purchaser shall execute a certificate, dated the Closing Date, to the effect that (i) no litigation, proceeding or investigation is pending against the Purchaser or Northpoint Development, LLC 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 Bonds, (B) in any way contest the existence or powers of the Purchaser, or (C) reasonably be expected to adversely affect its ability to perform its obligations hereunder, (ii) the representations and warranties of the Purchaser herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (iii) such other matters as are reasonably requested by the other parties related to the issuance of the Bonds 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 Bond by notifying the Issuer in writing sent by first class mail, facsimile or reputable overnight delivery service, 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 Bond.

#### **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 Bond to the Purchaser.

#### **SECTION 7. PAYMENT OF EXPENSES**

The Tenant shall pay all reasonable expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bond from Bond proceeds or otherwise.

#### **SECTION 8. NOTICE**

Any notice or other communication to be given to the Issuer or the Tenant under this Agreement may be given by mailing or delivering the same in writing as provided in the Indenture; 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 Purchaser at 4825 NW 41st Street, Suite 500, Riverside, Missouri 64150 Attention: Nathaniel Hagedorn, with a copy to Levy Craig Law Firm, 4520 Main Street, Suite 1600, Kansas City, Missouri 64111, Attention: Scott Seitter.



## **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 Issuer which shall not be unreasonably conditioned, withheld or delayed.

## **SECTION 10. EXECUTION OF COUNTERPARTS**

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 remainder of this page is left intentionally blank]

**NP SOUTHVIEW INDUSTRIAL 4, LLC,**  
a Delaware limited liability company

By: NP SOUTHVIEW INDUSTRIAL, LLC, a Delaware limited liability company, its sole member

By: The Northwestern Mutual Life Insurance Company, a Wisconsin corporation, a member

By: \_\_\_\_\_  
Brenda J. Stugelmeyer  
Its: Vice President – Real Estate Counsel

By: NorthPoint Holdings, LLC, a Missouri limited liability company, a member

By: \_\_\_\_\_  
Nathaniel Hagedorn  
Its Manager

By: NPE Southview Holdings, LLC, a Missouri limited liability company, a member

By: NPD Management, LLC, a Missouri limited liability company, its Manager

By: \_\_\_\_\_  
Nathaniel Hagedorn  
Its Manager

Accepted and Agreed as of the Closing Date.

**CITY OF BELTON, MISSOURI**

By: \_\_\_\_\_  
Mayor

(Seal)

ATTEST:

By: \_\_\_\_\_  
City Clerk

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**DEED OF TRUST AND SECURITY AGREEMENT**

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**BY**

**CITY OF BELTON, MISSOURI,  
as Grantor**

**to**

**E. SID DOUGLAS III  
as Grantee**

**for the benefit of**

**BOKF, N.A.,  
as Trustee**

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Grantor Address: 506 Main Street, Belton, Missouri 64012

Grantee Address: 2405 Grand Boulevard, Suite 1100, Kansas City, Missouri 64108

Legal Description on Exhibit A.

## DEED OF TRUST AND SECURITY AGREEMENT

**THIS DEED OF TRUST AND SECURITY AGREEMENT** (the “Deed of Trust”), made and entered into as of [DATED DATE], 2021, by and among the **CITY OF BELTON, MISSOURI**, a constitutional charter city organized under the laws of the State of Missouri, having its principal office located at 506 Main Street, Belton, MO 64012 (the “City”), **E. SID DOUGLAS III**, an individual citizen of the State of Missouri, who resides in Cass County, Missouri, and whose mailing address is 2405 Grand Boulevard, Ste. 1100, Kansas City, Missouri 64108, as Grantee (together with his successors in trust collectively referred to as the “Mortgage Trustee”), for the benefit of **BOKF, N.A.**, a national banking association duly organized and existing under the laws of the United States of Missouri, having an office located at 2405 Grand Boulevard, Suite 840, Kansas City, Missouri 64108, and its successors and assigns, as trustee under a Trust Indenture dated as of [DATED DATE], 2021 (the “Trustee”).

### WITNESSETH:

**WHEREAS**, the City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “Act”), to purchase, construct, extend, improve and equip certain “projects” (as defined in the Act) either within or without the limits of the City 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 businesses for manufacturing, commercial, research and development, warehousing, distribution and industrial development purposes upon such terms and conditions as the City shall deem advisable;

**WHEREAS**, pursuant to the Act, the City Council passed an ordinance (the “Ordinance”) on \_\_\_\_\_, 2021, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (NP Southview Industrial 4, LLC Project), Series 2021, in the maximum principal amount of \$30,000,000 (the “Bonds”), for the purpose of acquiring, constructing, improving, equipping and installing a warehouse and commercial facility located on land in the City (the “Project Site,” as more fully described on **Exhibit A** hereto), including such land and the associated buildings, structures and fixtures (the “Project Improvements,” as more fully described on **Exhibit B** hereto) and equipment (the “Project Equipment,” as more fully described on **Exhibit B** hereto, the Project Site, the Project Improvements, and the Project Equipment collectively being the “Project”);

**WHEREAS**, the Ordinance authorizes the City to lease the Project to NP Southview Industrial 4, LLC, a Delaware limited liability company (the “Company”); and

**WHEREAS**, the City is authorized to execute and deliver a Trust Indenture, as amended from time to time (the “Indenture”) for the purpose of issuing and securing the Bonds, and to enter into a Lease Agreement, as amended from time to time (the “Lease”), with the Company under which the City as Lessor, will purchase, construct, extend and improve 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;

**NOW, THEREFORE**, in consideration of the purchase of the Bonds by the Company, the trust hereinafter created and the sum of ONE DOLLAR (\$1.00) to it paid by the Mortgage Trustee, and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and as security for the prompt payment when due of the principal and interest on the Bonds, whether at the stated maturity thereof, or upon maturity by acceleration, and all other amounts payable by the City or the Company under the Indenture, the Bonds, the Lease, the Development and Performance Agreement dated as of April 13, 2021 (the “Performance Agreement”) between the City and the Company, and this Deed of Trust, according to their respective terms and conditions, and for the performance by the City of the agreements, conditions, covenants, provisions and stipulations contained herein and therein, the City does

hereby **GRANT, BARGAIN AND SELL, CONVEY, ASSIGN AND CONFIRM** unto the Mortgage Trustee, and unto his successors and assigns forever, in trust, and assigns and grants to the Trustee for the benefit of the legal owner from time to time of the Bonds a security interest in all of the hereinafter described properties whether now owned or hereafter acquired situated on the Project Site (the "Property"):

1. The City's right, title, and interest in and to the real estate described in **Exhibit A** hereto (the "Project Site").

2. All right, title and interest of the City in and to all buildings, improvements and fixtures, and all other property constituting real property or real estate under the laws of the State of Missouri now located, or hereafter erected, upon the Project Site, including without limitation the Project, and all right, title and interest of the City, in and to any and all strips and gores of land, in and to all land upon which any such buildings or improvements may now or hereafter encroach, and in, to and under the land within the streets, roads and alleys adjoining all such real property, and in and to all and singular the tenements, hereditaments, appurtenances, privileges, easements, franchises, rights, appendages and immunities whatsoever belonging to or in any wise appertaining to all such real property.

3. All right, title and interest of the City (now owned or hereafter acquired) in and to the equipment, and other articles of property (real, personal or mixed) at any time now or hereafter installed in, attached to or situated in or upon the Project Site or other real estate described above or the buildings and improvements to be erected thereon, or the buildings and improvements, plant, business or dwelling situated thereon, whether or not the said property is or shall be affixed thereto, including, without limiting the generality of the foregoing, all during the course of, or in connection with, any construction of any buildings and improvements related to the Project.

4. All leases or subleases of the Property, or any part or portion thereof, now or hereafter entered into or presently in existence and all right, title and interest of the City thereunder, including, without limitation, the Lease (with the exception of the rights or indemnification or rights to payments to the City), as the same may be amended from time to time, and including cash and securities deposited under said leases or subleases.

5. With the exception of the certain rights retained by the City related to indemnification and payments to or for the benefit of the City as provided in the Indenture, the City's right, title, and interest in and to all rents from, all issues, uses, profits, proceeds (including insurance proceeds) and condemnation awards, and products of, all replacements and substitutions for, and other rights and interests now or thereafter belonging to, any of the foregoing.

6. All right, title and interest of the City under any and all construction and architectural or design contracts, and all right, title and interest of the City to surveys, plans and specifications and information, and any and all other items to be used in connection with the construction of the Project.

7. Any and all proceeds of any and all of the foregoing Property.

**TO HAVE AND TO HOLD THE SAME**, with all appurtenances thereto, unto the Mortgage Trustee, and unto his successor or successors and assigns forever in trust, however, for the purpose of securing the City's payments and performance under the Indenture and the Bonds.

**AND TO FURTHER SECURE** its payments and performance under the Indenture and the Bonds, the City has covenanted and agreed and does hereby covenant and agree, herein and in the Indenture and the Bonds, as follows:

1. In addition to any words and terms defined elsewhere in this Deed of Trust, capitalized terms not otherwise defined herein shall have the meanings set forth in **Section 101** of the Indenture and **Section 1.1** of the Lease.

2. The security hereof shall not affect or be affected by any other security taken for the indebtedness represented by the Indenture and the Bonds or any part thereof. The taking of additional security, or the extension or renewal of the indebtedness represented by the Indenture and the Bonds or any part thereof shall not release or impair the security hereof or improve the right of any junior lienholder; and this Deed of Trust as well as any instrument given to secure any renewal or extension hereof, shall be and remain a first and prior lien on all parts of the Project until the indebtedness represented by the Indenture and the Bonds is paid.

Notwithstanding the foregoing, Grantor, Grantee and Trustee agree that this Deed of Trust and the security interests contained herein, shall be subordinate to, in all respects, any and all future security interests granted by Company against the Property (including but not limited to deeds of trust or mortgages) and, further, that Grantor, Grantee and Trustee shall execute any and all documentation required to effectuate the subordination of this Deed of Trust in connection therewith. Notwithstanding the foregoing subordination requirements on the part of Grantor, Grantee and Trustee, any future security interest including a deed of trust or mortgage granted by Company in connection with the Project Site shall contain a provision requiring that, in the event of a foreclosure under any Mortgage, the proceeds resulting from such foreclosure shall be applied as follows:

- (i) First, to the Grantor the amount of all PILOTS relating to the Property due and owing under the Performance Agreement for the year during which the foreclosure occurs and prior years that remain unpaid;
- (ii) Second, to the reasonable cost and expenses of executing such trust, including compensation to the Trustee and to any attorneys employed by the Trustee for their services and the cost of procuring evidence of title;
- (iii) Third, to Grantee for all monies paid for insurance, taxes, lien claims and other charges, together with interest thereon as provided in the Deed of Trust;
- (iv) Fourth, to the Grantor in the amount of all reasonable fees and costs (including reasonable attorneys' fees) of the Grantor actually incurred in connection with the foreclosure sale, not to exceed \$10,000 in the aggregate;
- (v) Fifth, to Grantee in the amount of all remaining indebtedness with respect to the Property; and
- (vi) Sixth, the remainder, if any, to the holders of any lien granted pursuant to the Mortgage.

The Company shall require the Mortgage to contain a provision that written notice shall be provided to the Grantor, the Grantee and the Trustee of any intended foreclosure sale under the Mortgage concurrently with the notice given to the Company. Such notice shall be provided to the Grantor and the Trustee at the addresses provided in the Indenture and the Lease, and to the Grantee at Gilmore & Bell, P.C., 2405 Grand Boulevard, Suite 1100, Kansas City, Missouri 64108.

3. In the event of any failure or default in the performance of any of the covenants or agreements of the City contained in this Deed of Trust or in the event of the occurrence of an uncured "Event of Default" under the Indenture, the Bonds, the Lease or the Performance Agreement, the Trustee,

its successors or assigns, may, without notice, subject to the rights of the City, the Company and any Lender (as defined in the Indenture) to cure such default, if any, declare the whole of the unpaid debt due thereunder, or any part thereof, to be immediately due and payable. Notwithstanding any provision herein to the contrary, this Deed of Trust is nonrecourse against the City except to the extent of the Property.

4. This Deed of Trust secures future advances and future obligations within the meaning of §443.055, RSMo., and this Deed of Trust shall be governed by said §443.055. The "Face Amount", as defined in §443.055, is \$30,000,000. The total amount of obligations that may be secured by this Deed of Trust may decrease or increase from time to time, but the total principal amount of the obligations secured at any given time may not exceed the Face Amount as stated above, except as to advances made pursuant to subsection 3 of §443.055 (dealing with future advances and/or future obligations made or incurred for the reasonable protection of the beneficiary's lien and security interest under this Deed of Trust). The priority of any lien hereunder securing such future advances and future obligations shall date from the time this Deed of Trust is recorded in the applicable real property records, all in accordance with §443.055. The City, for itself and its successors and assigns as owner of the real property encumbered by this Deed of Trust (not including the Mortgage Trustee), to the maximum extent permissible under Missouri law, hereby waives any rights that it may otherwise have under Section §443.055, and hereby agrees not to terminate or give notice to terminate the operation of this security instrument as security for future advances or future obligations made or incurred after the date of such termination or notice. Any such termination or notice of termination shall, at the election of the Mortgage Trustee and subject to the notice and cure provisions provided for in the Indenture, constitute an Event of Default under the Indenture. In no event, however, shall any such termination affect the continued security or priority of this security instrument as security for the obligations outstanding on the date of such notice or termination.

**PROVIDED, HOWEVER,** if the amounts due under the Indenture, the Lease, the Performance Agreement and the Bonds be paid when due, and the agreements therein and herein contained be faithfully performed as aforesaid, these presents (including the lease hereinafter set forth) shall be void, and the Property shall be released at the cost of the Company. If the amounts due under the Performance Agreement, the Lease, the Indenture and the Bonds, or any part thereof, be not so paid when due according to the terms of the Indenture, the Lease, the Performance Agreement, the Bonds or this Deed of Trust, or if an uncured default shall be made in the faithful performance of said covenants and agreements, or any of them, as therein and herein set forth, then the whole of the Bonds shall become due and be paid as hereinafter provided, and this Deed of Trust shall remain in force and effect and the Mortgage Trustee or his successors in trust as hereinafter provided shall at the request of the holder of the Bonds proceed to sell the property hereinbefore described at public venue to the highest bidder for cash at a front door (to be designated by the Mortgage Trustee) of the building then appointed for holding foreclosure sales in Cass County, Missouri at Harrisonville, Missouri, first giving notice of such sale in the manner now prescribed by statute. The sale of the Property may be by one or more parcels and in such order as the Mortgage Trustee may determine. The Mortgage Trustee may postpone or adjourn the sale of all or any parcel of the Property to any later time by public announcement at the time and place of any previously scheduled sale. Upon such sale, the Mortgage Trustee shall execute and deliver to the purchaser or purchasers thereof a deed of conveyance of the Property sold, and shall receive the proceeds of said sale or sales, and out of the same shall pay: **FIRST**, the reasonable costs and expenses of executing this trust including compensation to the Mortgage Trustee for his services; **SECOND**, to the Trustee or to the Mortgage Trustee or their respective successors or assigns, upon the delivery of the usual vouchers therefor, all moneys paid for insurance or taxes or judgments upon statutory liens, claims and interest thereon, together with interest thereon as hereinbefore provided; **THIRD**, to the City any amounts which may be owing to the City under the Lease or the Performance Agreement, **FOURTH**, the principal due under the indebtedness represented by the Indenture and Bonds with all interest due thereunder to the time of such payment; provided, payments shall be credited first to interest and then to principal; **AND**



**THE BALANCE** of such proceeds, if any, shall be paid to the City or its successors and assigns, or those lawfully entitled thereto.

The Trustee, its successors or assigns, at any time it or they may desire, may, by an instrument in writing executed and recorded according to law appoint a substitute trustee to act instead of the Mortgage Trustee named herein; and is further authorized so to appoint other substitute mortgage trustees successively, during the life of this Deed of Trust, and such mortgage trustees shall each and all succeed to the rights and power of the Mortgage Trustee named herein, and the City does hereby ratify and confirm any and all acts the said Mortgage Trustee, or successor or successors in trust, may lawfully do by virtue hereof.

In case of any sale hereunder, it is agreed that the recitals in any deeds to the purchasers shall be accepted in any court as *prima facie* evidence of the truth of the matters therein stated, and it shall be presumed that all acts essential to the validity of the sale have been performed.

The Mortgage Trustee hereby covenants faithfully to perform the trust herein created, and hereby lets the Property unto the City until a sale be had under the foregoing provisions upon the following terms and conditions to wit: The City, its successors and assigns, will pay rent therefor during said term at the rate of one cent (1¢) per month, payable monthly upon demand, and shall and will surrender peaceable possession of the Property, and every part thereof, sold under said provisions, to the Mortgage Trustee, its successors or assigns, or any purchaser or purchasers under such sale, within ten (10) days after the making of such sale, without notice or demand therefor.

To the extent any of the property covered by this Deed of Trust consists of property, rights or interests covered by the Missouri Uniform Commercial Code, this Deed of Trust shall constitute a security agreement and a present unconditional assignment of, and is intended to create a security interest in, such property in favor of the Trustee. During the continuance of any default hereunder, under the Bonds, the Lease, the Performance Agreement or the Indenture or any other document or instrument evidencing, securing or otherwise relating to the debt hereby secured, the Trustee shall have all the rights of and remedies with regard to such property available to a secured creditor under the Missouri Uniform Commercial Code. This Deed of Trust shall be self-operative with respect to such property, but the City agrees to execute and deliver on demand such security agreements, financing statements, continuation statements and other documents necessary to perfect a security interest in such property as the Trustee may request in order to impose or continue the lien and security interest hereof more specifically in any such property. In the event that the City fails to execute any of such instruments within ten (10) days after demand to do so, the City does hereby make, constitute and irrevocably appoint the Trustee as its attorney-in-fact and in its name, place and stead so to do.

This Deed of Trust shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

*[remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, the City has caused this Deed of Trust to be signed in its name and behalf by its Mayor and its corporate seal to be hereunto affixed and to be attested to by its City Clerk, all as of the day and year first above written.

**CITY OF BELTON, MISSOURI**

By: \_\_\_\_\_  
Name: Norman Larkey  
Title: Mayor

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Name: Andrea Cunningham  
Title: City Clerk

**ACKNOWLEDGMENT**

**STATE OF MISSOURI**       )  
  )  
**COUNTY OF CASS**       ) **SS.**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public, appeared **NORMAN LARKEY**, to me personally known, who, being by me duly sworn, did say that he is the **MAYOR** of the **CITY OF BELTON, MISSOURI**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

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

\_\_\_\_\_  
Typed or Printed Name: \_\_\_\_\_  
Notary Public in and for said State

[SEAL]

My commission expires: \_\_\_\_\_

**NP SOUTHVIEW INDUSTRIAL 4, LLC,**  
a Delaware limited liability company

By: NP SOUTHVIEW INDUSTRIAL, LLC, a Delaware limited liability company, its sole member

By: The Northwestern Mutual Life Insurance Company, a Wisconsin corporation, a member

By: \_\_\_\_\_  
Brenda J. Stugelmeyer  
Its: Vice President – Real Estate Counsel

By: NorthPoint Holdings, LLC, a Missouri limited liability company, a member

By: \_\_\_\_\_  
Nathaniel Hagedorn  
Its Manager

By: NPE Southview Holdings, LLC, a Missouri limited liability company, a member

By: NPD Management, LLC, a Missouri limited liability company, its Manager

By: \_\_\_\_\_  
Nathaniel Hagedorn  
Its Manager

ACKNOWLEDGMENT

STATE OF MISSOURI            )  
  ) ss.  
COUNTY OF PLATTE         )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me appeared Nathaniel Hagedorn, to me personally known, who being duly sworn, did say that he is the Manager of NPD Management, LLC, a Missouri limited liability company, the Manager of NPE Southview Holdings, LLC, a Missouri limited liability company, and that he is the Manager of NorthPoint Holdings, LLC, a Missouri limited liability company, and that both NPE Southview Holdings, LLC, a Missouri limited liability company, and NorthPoint Holdings, LLC, a Missouri limited liability company, are members of NP Southview Industrial, LLC, a Delaware limited liability company, the sole member of NP SOUTHVIEW INDUSTRIAL 4, LLC, a Delaware limited liability company, and, further, that the foregoing instrument was signed for the purposes therein contained on behalf of said limited liability company and by authority of said limited liability company; and he further acknowledged said instrument to be the free act and deed of said limited liability company.

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires:

ACKNOWLEDGMENT

STATE OF WISCONSIN        )  
  ) ss.  
COUNTY OF MILWAUKEE    )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, appeared Brenda J. Stugelmeyer, to me personally known, who being duly sworn, did say that the said Brenda J. Stugelmeyer is the Vice President – Real Estate Counsel of The Northwestern Mutual Life Insurance Company, a Wisconsin corporation, a member of NP Southview Industrial, LLC, a Delaware limited liability company, the sole member of NP Southview Industrial 4, LLC, a Delaware limited liability company, and that said instrument was signed and sealed in behalf of said limited liability company, and the said Brenda J. Stugelmeyer acknowledged said instrument to be the free act and deed of said limited liability company.

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

\_\_\_\_\_  
James L. McFarland, Notary Public

My commission is permanent.

## **EXHIBIT A**

### **PROJECT SITE**

The following described real estate located in Cass County, Missouri:

#### **TRACT 1:**

Lot 1 and Tract A, SOUTHVIEW COMMERCE CENTER SOUTH 4TH PLAT, in the City of Belton, Cass County, Missouri, according to the plat recorded in [Plat Book 25, Page 12](#).

EXCEPTING THEREFROM that part of Lot 1, SOUTHVIEW COMMERCE CENTER SOUTH 4TH PLAT which is located in Government Lot 1 of the NW1/4 of Section 1, Township 46N, Range 33W and comprises parts of Tract D and Lot 3, SOUTHVIEW COMMERCE CENTER SOUTH 3RD PLAT, according to the plat thereof recorded in [Plat Book 24, Page 48](#).

#### **TRACT 2:**

Tract A, SOUTHVIEW COMMERCE CENTER SOUTH 5TH PLAT, in the City of Belton, Cass County, Missouri, according to the plat recorded in Plat Book 25, Page 13.

## **EXHIBIT B**

### **PROJECT IMPROVEMENTS**

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

All buildings, structures, improvements and fixtures located on or to be acquired or purchased for the construction, improvement, equipping or remodeling of the Project Site pursuant to **Article IV** of the Lease and paid for in whole or in part from the proceeds of Bonds and all additions, alterations, modifications and improvements thereof made pursuant to this Lease.

## **PROJECT EQUIPMENT**

The Project Equipment consists of the following, to the extent paid for in whole with Bond proceeds:

None.



# **SECTION IX**

## **F**

**AN ORDINANCE APPROVING THE SIXTH AMENDMENT TO THE OLD TOWN BELTON REDEVELOPMENT PLAN TO APPROVE THE 414 MAIN STREET PROJECT AS REDEVELOPMENT PROJECT 2021-6 AND TO AUTHORIZE TAX ABATEMENT AS DESCRIBED THEREIN.**

**WHEREAS**, on March, 30, 2021, the City Council of the City of Belton, Missouri (the “**City**”) adopted Ordinance No. 2021-4621 approving the Old Town Belton Redevelopment Plan (the “**Development Plan**”) pursuant to Chapter 353 of the Revised Statutes of Missouri (“**Chapter 353**”), also known as the Urban Redevelopment Corporations Law, establishing a redevelopment area described therein (the “**Redevelopment Area**”), and granting tax abatement to the Old Town Belton Redevelopment Corporation (the “**OTBRC**”), or its successors and assigns, all in accordance with Chapter 353 on land improvements for redevelopment projects as more particularly described within the Development Plan; and

**WHEREAS**, the Development Plan contemplates that applications for additional redevelopment projects will be considered and approved in the future, with said projects to be approved as an amendment to the Development Plan and numbered consecutively; and

**WHEREAS**, an application was received on October 17, 2021, from Chris Richardson and Michelle Mellinger, (the “**Application**”) for approval of an additional project located within the Redevelopment Area at 414 Main Street for repair and remediation of existing structure on the property consisting of replacing the stucco on the front of the building, painting, creating a concrete patio and adding stairs to the rear of the building, replacing front and rear doors, and repairing window rot; and

**WHEREAS**, on November 3, 2021, the OTBRC Board met and reviewed the Application, for the proposed redevelopment project to be designated as Redevelopment Project 2021-6 and voted unanimously to recommend approval of said Redevelopment Project 2021-6 to the City Council; and

**WHEREAS**, notice of a public hearing on November 30, 2021, before the City Council regarding the proposed amendment to the Development Plan for Redevelopment Project 2021-6 was provided in accordance with the provisions of Chapter 353; and

**WHEREAS**, on November 30, 2021, the public hearing was opened and interested parties were provided with an opportunity to present evidence and hear testimony regarding the proposed amendment to the Development Plan for Redevelopment Project 2021-6; and

**WHEREAS**, the City Council having heard and considered the comments, testimony, and other evidence adduced at the public hearing and its meeting, desires to approve the proposed amendment to the Development Plan for Redevelopment Project 2021-6.

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

**Section 1.** The Sixth Amendment to the Old Town Belton Redevelopment Plan for Redevelopment Project 2021-6 is hereby approved in the form submitted to and reviewed by the City Council on the date hereof and attached hereto as **Exhibit A** and incorporated herein by reference.

**Section 2.** The Old Town Belton Redevelopment Corporation, or its successors and assigns, all in accordance with Chapter 353, is hereby granted tax abatement on land improvements as more particularly described within the First Amendment to the Old Town Belton Redevelopment Plan for Redevelopment Project 2021-6.

**Section 3.** Except as amended by the Sixth Amendment to the Old Town Belton Redevelopment Plan for Redevelopment Project 2021-6, the Old Town Belton Redevelopment Plan shall remain unmodified.

**Section 4.** This ordinance is effective upon its passage and approval.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor Norman K. Larkey Sr.

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, and thereafter adopted as Ordinance No. 2021-\_\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, after the second reading thereof by the following vote, to-wit:

AYES:                   COUNCILMEMBER:  
NOES:                  COUNCILMEMBER:  
ABSENT:               COUNCILMEMBER:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

**Exhibit A**

Sixth Amendment to the  
Old Town Belton Redevelopment Plan  
for Redevelopment Project 2021-6

[see attached]

**SIXTH AMENDMENT TO  
OLD TOWN BELTON REDEVELOPMENT PLAN  
REDEVELOPMENT PROJECT 2021-6**

**Section III Redevelopment Projects of the Old Town Belton Redevelopment Plan is revised to add the following Redevelopment Project:**

**III. Redevelopment Projects**

The Redevelopment Area will have within it many redevelopment projects, the number, location and construction details of which cannot be predicted at this time. The following are current projects:

Redevelopment Project 2021-6. 414 Main Street, Belton, Missouri. Applicants/Owners: Chris Richardson and Michelle Mellinger. This project consists of the repair and remediation work to an existing structure at a cost of approximately \$21,000. The work includes replacing the stucco on the front of the building, painting, creating a concrete patio and adding stairs to the rear of the building, replacing front and rear doors, and repairing window rot.

The redevelopment projects are within a larger area that has been determined by the City Council to be blighted and the clearance, replanning, rehabilitation or reconstruction of certain portions of the Redevelopment Area to be necessary to effectuate the purposes of the Urban Redevelopment Corporations Law.

**Tax Abatement of the Old Town Belton Redevelopment Plan is revised to add the following tax abatement:**

**IV. Tax Abatement.**

Redevelopment Project 2021-6 qualifies for Level A-1 incentive and will be granted up to ten (10) years of tax abatement at ninety percent (90%) or for the cost of the improvements, whichever occurs first. Tax abatements for all projects are subject to the property owners entering into a written agreement with the OTBRC regarding the terms of the abatement, including the obligation to make payments in lieu of taxes for ten percent (10%) of the property taxes that would be due if no tax abatement were granted. The development rights including the tax abatements for each project shall expire in the event of the failure of OTBRC to acquire ownership of the properties for the project within two (2) years of the date of approval of each project.

**Exhibit 3 Tax Impact Analysis to the Old Town Belton Redevelopment Plan is added to include the attached Tax Impact Analysis for Redevelopment Project 2021-6**

[see attached]

Chapter 353 Tax Impact Analysis																																
Section A Assumptions:																																
	Section 1	Property																														
		Address	Parcel #		Market Value		Class	AV																								
		414 Main Street	05-06-14-101-000-068.000		\$67,210		32%	\$21,500																								
	Section 2	<table><tr><th colspan="2">2020 Tax Levies (Per \$100 AV)</th></tr><tr><td>Cass County Sheltered Workshop</td><td>0.0461</td></tr><tr><td>City</td><td>2.0697</td></tr><tr><td>County</td><td>0.0000</td></tr><tr><td>Hospital Maintenance</td><td>0.1261</td></tr><tr><td>Junior College</td><td>0.2128</td></tr><tr><td>Library</td><td>0.2633</td></tr><tr><td>Mt. Pleasant Special Road</td><td>0.1867</td></tr><tr><td>School District</td><td>5.4119</td></tr><tr><td>State</td><td>0.0300</td></tr><tr><td>Total</td><td>8.3466</td></tr></table>									2020 Tax Levies (Per \$100 AV)		Cass County Sheltered Workshop	0.0461	City	2.0697	County	0.0000	Hospital Maintenance	0.1261	Junior College	0.2128	Library	0.2633	Mt. Pleasant Special Road	0.1867	School District	5.4119	State	0.0300	Total	8.3466
2020 Tax Levies (Per \$100 AV)																																
Cass County Sheltered Workshop	0.0461																															
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Mt. Pleasant Special Road	0.1867																															
School District	5.4119																															
State	0.0300																															
Total	8.3466																															
	Section 3	Land AV is as follows:	Total AV	Land AV	Improvement AV																											
			\$21,500	\$2,570	\$18,930																											
	Section 4	Inflation per year:	2%																													
	Section 5	Abatement Term	10 Years 90% Improvement AV OR cost of improvement (whichever occurs first)																													
	Section 6	Improvements	<table><tr><th>Total Improvement Cost</th><th>Estimated New Appraised Value using 50% of Total Cost</th><th>Estimated New AV</th><th>Estimated Land AV</th><th>Estimated Improvement AV</th></tr><tr><td>\$21,000.00</td><td>\$77,710.00</td><td>\$24,867.20</td><td>\$2,570.00</td><td>\$22,297.20</td></tr></table>								Total Improvement Cost	Estimated New Appraised Value using 50% of Total Cost	Estimated New AV	Estimated Land AV	Estimated Improvement AV	\$21,000.00	\$77,710.00	\$24,867.20	\$2,570.00	\$22,297.20												
Total Improvement Cost	Estimated New Appraised Value using 50% of Total Cost	Estimated New AV	Estimated Land AV	Estimated Improvement AV																												
\$21,000.00	\$77,710.00	\$24,867.20	\$2,570.00	\$22,297.20																												
Section B Estimated taxes without the improvement projects																																
				Tax:																												
				2022		\$1,794.52																										
				2023		\$1,830.41																										
				2024		\$1,830.41																										
				2025		\$1,867.02																										
				2026		\$1,867.02																										
				2027		\$1,904.36																										
				2028		\$1,904.36																										
				2029		\$1,942.45																										
				2030		\$1,942.45																										
				2031		\$1,981.29																										
				Totals		\$18,864.27																										
Section C Estimated abated taxes with improvement projects (without abatement)																																
				Tax:																												
				2022		\$2,067.84																										
				2023		\$2,109.20																										
				2024		\$2,109.20																										
				2025		\$2,150.56																										
				2026		\$2,150.56																										
				2027		\$2,191.91																										
				2028		\$2,191.91																										
				2029		\$2,233.27																										
				2030		\$2,233.27																										
				2031		\$1,562.28																										
				Totals		\$21,000.00																										
Estimated Taxes To Be Abated (10 years)																																
Taxing Entity	Cass County Sheltered Workshop	City	County	Hospital Maintenance	Junior College	Library	Mt. Pleasant Special Road	School District	State																							
% of tax rate:	0.005523207	0.247969233	0	0.015107948	0.025495411	0.031545779	0.02236839	0.648395754	0.003594278																							
Year																																
2022	\$11.42	\$512.76	\$0.00	\$31.24	\$52.72	\$65.23	\$46.25	\$1,340.78	\$7.43	\$0.00																						
2023	\$11.65	\$523.02	\$0.00	\$31.87	\$53.77	\$66.54	\$47.18	\$1,367.60	\$7.58	\$0.00																						
2024	\$11.65	\$523.02	\$0.00	\$31.87	\$53.77	\$66.54	\$47.18	\$1,367.60	\$7.58	\$0.00																						
2025	\$11.88	\$533.27	\$0.00	\$32.49	\$54.83	\$67.84	\$48.10	\$1,394.41	\$7.73	\$0.00																						
2026	\$11.88	\$533.27	\$0.00	\$32.49	\$54.83	\$67.84	\$48.10	\$1,394.41	\$7.73	\$0.00																						
2027	\$12.11	\$543.53	\$0.00	\$33.12	\$55.88	\$69.15	\$49.03	\$1,421.23	\$7.88	\$0.00																						
2028	\$12.11	\$543.53	\$0.00	\$33.12	\$55.88	\$69.15	\$49.03	\$1,421.23	\$7.88	\$0.00																						
2029	\$12.33	\$553.78	\$0.00	\$33.74	\$56.94	\$70.45	\$49.95	\$1,448.04	\$8.03	\$0.00																						
2030	\$12.33	\$553.78	\$0.00	\$33.74	\$56.94	\$70.45	\$49.95	\$1,448.04	\$8.03	\$0.00																						
2031	\$8.63	\$387.40	\$0.00	\$23.60	\$39.83	\$49.28	\$34.95	\$1,012.98	\$5.62	\$0.00																						
Total:	\$115.99	\$5,207.35	\$0.00	\$317.27	\$535.40	\$662.46	\$469.74	\$13,616.31	\$75.48	\$0.00																						

Address:	414 Main Street
Application Date:	10/19/21
Valuation:	\$21,000

Project Description	Valuation	Exterior or Interior
Stucco (front of the building)	\$6,500.00	Exterior
Paint (front and back)	\$3,500.00	Exterior
Concrete Patio	\$5,000.00	Exterior
New front and rear doors	\$2,500.00	Exterior
Repair all window rot	\$2,000.00	Exterior
New stairs (rear of the building)	\$1,500.00	Exterior
Total Projected Costs	\$21,000.00	

# CASS COUNTY \*\*\*\* REAL ESTATE \*\*\*\* TAX RECEIPT: 2020

FOUR C PROPERTIES LLC  
16610 MIDDLETON AVE  
BELTON, MO 64012

TAX YEAR: 2020  
ACCT #: 1518700  
TOTAL PAID: \$1,852.86  
PAID ON: 1/5/2021

## Personal Description

### Map Number:

5-06-14-101-000-068.000

### Situs Address:

414 MAIN ST  
BELTON, MO 64012  
SEC: 14 TWP: 46 RNG: 33 Book/Page: 3887/261

**ACREAGE: 0.00**

### Legal Description:

ORIG BELTON LOT 6 BLK 46

### Subdivision/Blk/Lot:

ORIG BELTON 6

### Assessed Values

Residential: 0

**TOTAL ASSESSED 20,850**

Description	Rate	Tax Amt
#124 BELTON	5.4119	1,128.38
STATE	0.0300	6.26
MT PLEAS ROAD	0.1867	38.93
CASS CO LIBRARY	0.2633	54.90
HOSPITAL MAINT	0.1261	26.29
METRO JR COLL	0.2128	44.37
SHELTER WKSHOP	0.0461	9.61
SURTAX	0.5400	112.59
BELTON-CITY	2.0697	431.53
<b>Tax Amount:</b>	<b>8.8866</b>	<b>1,852.86</b>
<b>TOTAL DUE:</b>		<b>\$1,852.86</b>





View of the front of the building

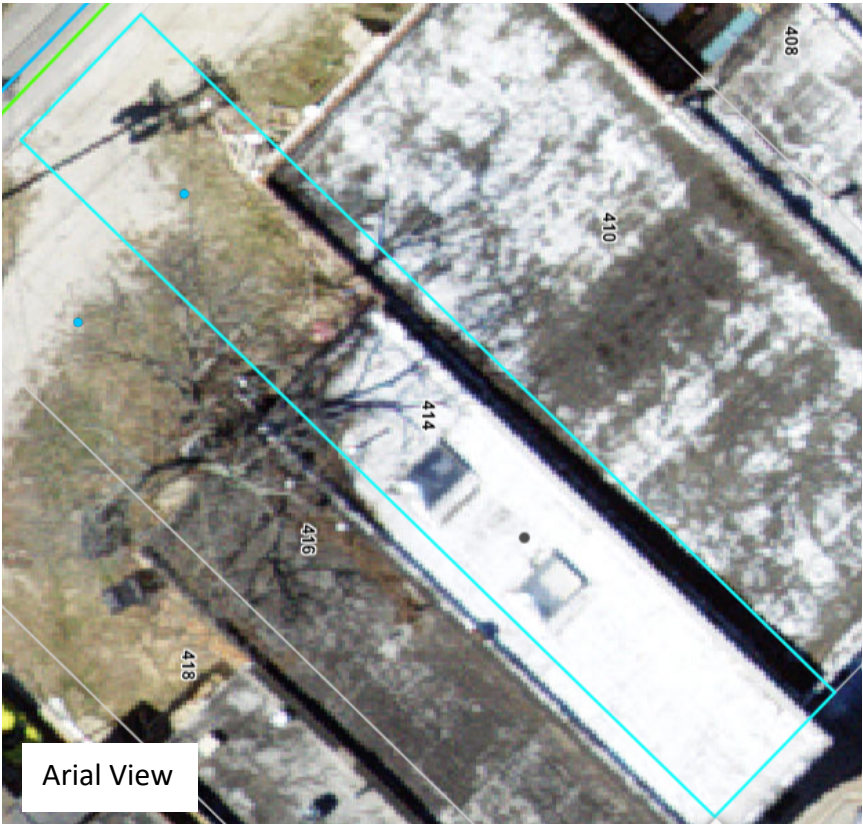


View of the front sidewalk






View of the back of the building






<b>SENDER: COMPLETE THIS SECTION</b>	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	
1. Article Addressed to:  Mr. Christie Kessler Director Cass County Public Library 400 E Mechanic Street Harrisonville, MO 64701	
 9590 9402 6281 0274 5788 40	
2. Article Number (Transfer from service label) 9489 0090 0027 6316 5163 85	

PS Form 3811, July 2020 PSN 7530-02-000-9053

<b>COMPLETE THIS SECTION ON DELIVERY</b>	
A. Signature <b>X</b>  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
B. Received by (Printed Name)  C. Date of Delivery  D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	


Domestic Return Receipt

<b>SENDER: COMPLETE THIS SECTION</b>	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	
1. Article Addressed to:  Mr. Robert Greenwood Chief Executive Officer CASCO Area Workshop 1800 Vine Harrisonville, MO 64701	
 9590 9402 6281 0274 5789 01	
2. Article Number (Transfer from service label) 9489 0090 0027 6316 5163 23	

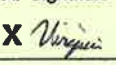
PS Form 3811, July 2020 PSN 7530-02-000-9053

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A. Signature <b>X</b>  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
B. Received by (Printed Name)  C. Date of Delivery  D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	


Domestic Return Receipt

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■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	
1. Article Addressed to:  Missouri Director of Revenue County Tax Section State Blind Pension Fund Harry S Truman State Office Building 301 West High Street Jefferson City, MO 65102-0453	
 9590 9402 6281 0274 5789 18	
2. Article Number (Transfer from service label) 9489 0090 0027 6316 5163 16	


PS Form 3811, July 2020 PSN 7530-02-000-9053

<b>COMPLETE THIS SECTION ON DELIVERY</b>	
A. Signature <b>X</b>  <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee	
B. Received by (Printed Name)  C. Date of Delivery  D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	


Domestic Return Receipt

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■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	
1. Article Addressed to:  Dr. Kimberly Beatty Chancellor Metropolitan Community College District 3200 Broadway Kansas City, MO 64111	
 9590 9402 6281 0274 5788 71	
2. Article Number (Transfer from service label) 9489 0090 0027 6316 5163 54	

PS Form 3811, July 2020 PSN 7530-02-000-9053

<b>COMPLETE THIS SECTION ON DELIVERY</b>	
A. Signature <b>X</b>  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
B. Received by (Printed Name)  C. Date of Delivery  D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	


Domestic Return Receipt

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■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	
1. Article Addressed to:  Missouri Director of Revenue County Tax Section, Merchants/ Manufacturers Replacement Tax Fund P.O. Box 453 Jefferson City, MO 65102-0453	
 9590 9402 6281 0274 5788 57	
2. Article Number (Transfer from service label) 9489 0090 0027 6316 5163 78	


PS Form 3811, July 2020 PSN 7530-02-000-9053

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B. Received by (Printed Name)  C. Date of Delivery  D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	

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■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	
1. Article Addressed to:  Mr. J. Christopher Lang, MHA, FACHE Chief Executive Officer Cass County Regional Medical Center 2800 e. Rock Haven Road Harrisonville, MO 64701	
 9590 9402 6281 0274 5788 26	
2. Article Number (Transfer from service label) 9489 0090 0027 6316 5164 08	

PS Form 3811, July 2020 PSN 7530-02-000-9053

<b>COMPLETE THIS SECTION ON DELIVERY</b>	
A. Signature <b>X</b>  <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee	
B. Received by (Printed Name)  C. Date of Delivery  D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	

Domestic Return Receipt

# **SECTION IX**

## **G**

**AN ORDINANCE APPROVING THE SEVENTH AMENDMENT TO THE OLD TOWN BELTON REDEVELOPMENT PLAN TO APPROVE THE 511 MAIN STREET PROJECT AS REDEVELOPMENT PROJECT 2021-7 AND TO AUTHORIZE TAX ABATEMENT AS DESCRIBED THEREIN.**

**WHEREAS**, on March, 30, 2021, the City Council of the City of Belton, Missouri (the “**City**”) adopted Ordinance No. 2021-4621 approving the Old Town Belton Redevelopment Plan (the “**Development Plan**”) pursuant to Chapter 353 of the Revised Statutes of Missouri (“**Chapter 353**”), also known as the Urban Redevelopment Corporations Law, establishing a redevelopment area described therein (the “**Redevelopment Area**”), and granting tax abatement to the Old Town Belton Redevelopment Corporation (the “**OTBRC**”), or its successors and assigns, all in accordance with Chapter 353 on land improvements for redevelopment projects as more particularly described within the Development Plan; and

**WHEREAS**, the Development Plan contemplates that applications for additional redevelopment projects will be considered and approved in the future, with said projects to be approved as an amendment to the Development Plan and numbered consecutively; and

**WHEREAS**, an application was received on October 12, 2021, from Amy Miller, (the “**Application**”) for approval of an additional project located within the Redevelopment Area at 511 Main Street for repair and remediation of existing structure on the property consisting of exterior work that includes painting, outdoor signage and mural, turf for outdoor yard, landscaping, and frames for the doors and interior work that includes demolition and construction of walls, painting, renovating the lobby, replacing the flooring and upgrading the bathroom, plumbing, and electrical; and

**WHEREAS**, on November 3, 2021, the OTBRC Board met and reviewed the Application, for the proposed redevelopment project to be designated as Redevelopment Project 2021-7 and voted unanimously to recommend approval of said Redevelopment Project 2021-7 to the City Council; and

**WHEREAS**, notice of a public hearing on November 30, 2021, before the City Council regarding the proposed amendment to the Development Plan for Redevelopment Project 2021-7 was provided in accordance with the provisions of Chapter 353; and

**WHEREAS**, on November 30, 2021, the public hearing was opened and interested parties were provided with an opportunity to present evidence and hear testimony regarding the proposed amendment to the Development Plan for Redevelopment Project 2021-7; and

**WHEREAS**, the City Council having heard and considered the comments, testimony, and other evidence adduced at the public hearing and its meeting, desires to approve the proposed amendment to the Development Plan for Redevelopment Project 2021-7.

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

**Section 1.** The Seventh Amendment to the Old Town Belton Redevelopment Plan for Redevelopment Project 2021-7 is hereby approved in the form submitted to and reviewed by the City Council on the date hereof and attached hereto as **Exhibit A** and incorporated herein by reference.

**Section 2.** The Old Town Belton Redevelopment Corporation, or its successors and assigns, all in accordance with Chapter 353, is hereby granted tax abatement on land improvements as more particularly described within the First Amendment to the Old Town Belton Redevelopment Plan for Redevelopment Project 2021-7.

**Section 3.** Except as amended by the Seventh Amendment to the Old Town Belton Redevelopment Plan for Redevelopment Project 2021-7, the Old Town Belton Redevelopment Plan shall remain unmodified.

**Section 4.** This ordinance is effective upon its passage and approval.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor Norman K. Larkey Sr.

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, and thereafter adopted as Ordinance No. 2021-\_\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, after the second reading thereof by the following vote, to-wit:

AYES:                   COUNCILMEMBER:  
NOES:                  COUNCILMEMBER:  
ABSENT:               COUNCILMEMBER:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

**Exhibit A**

Seventh Amendment to the  
Old Town Belton Redevelopment Plan  
for Redevelopment Project 2021-7

[see attached]



**SEVENTH AMENDMENT TO  
OLD TOWN BELTON REDEVELOPMENT PLAN  
REDEVELOPMENT PROJECT 2021-7**

**Section III Redevelopment Projects of the Old Town Belton Redevelopment Plan is revised to add the following Redevelopment Project:**

**III. Redevelopment Projects**

The Redevelopment Area will have within it many redevelopment projects, the number, location and construction details of which cannot be predicted at this time. The following are current projects:

Redevelopment Project 2021-7. 511 Main Street, Belton, Missouri. Applicant/Owner: Amy Miller. This project consists of the repair and remediation work to an existing structure at a cost of approximately \$116,000. The exterior work includes painting, outdoor signage and mural, turf for outdoor yard, landscaping, and frames for the doors. The interior work includes demolition and construction of walls, painting, renovating the lobby, replacing the flooring and upgrading the bathroom, plumbing, and electrical.

The redevelopment projects are within a larger area that has been determined by the City Council to be blighted and the clearance, replanning, rehabilitation or reconstruction of certain portions of the Redevelopment Area to be necessary to effectuate the purposes of the Urban Redevelopment Corporations Law.

**Tax Abatement of the Old Town Belton Redevelopment Plan is revised to add the following tax abatement:**

**IV. Tax Abatement.**

Redevelopment Project 2021-7 qualifies for Level A-2 incentive and will be granted up to ten (10) years of tax abatement at ninety percent (90%) or for the cost of the improvements, whichever occurs first. Tax abatements for all projects are subject to the property owners entering into a written agreement with the OTBRC regarding the terms of the abatement, including the obligation to make payments in lieu of taxes for ten percent (10%) of the property taxes that would be due if no tax abatement were granted. The development rights including the tax abatements for each project shall expire in the event of the failure of OTBRC to acquire ownership of the properties for the project within two (2) years of the date of approval of each project.

**Exhibit 3 Tax Impact Analysis to the Old Town Belton Redevelopment Plan is added to include the attached Tax Impact Analysis for Redevelopment Project 2021-7**

[see attached]

Chapter 353 Tax Impact Analysis											
Section A Assumptions:											
	Section 1	Property									
		Address	Parcel #		Market Value	Class	AV				
		511 Main Street	05-06-14-101-000-062.000		\$90,630	32%	\$29,000				
	Section 2	2020 Tax Levies (Per \$100 AV)									
		Cass County Sheltered Workshop	0.0461								
		City	2.0697								
		County	0.0000								
		Hospital Maintenance	0.1261								
		Junior College	0.2128								
		Library	0.2633								
		Mt. Pleasant Special Road	0.1867								
		School District	5.4119								
		State	0.0300								
		Total	8.3466								
	Section 3	Land AV is as follows:	Total AV	Land AV	Improvement AV						
			\$29,000	\$5,760	\$23,240						
	Section 4	Inflation per year:	2%								
Section 5	Abatement Term	10 Years 90% Improvement AV OR cost of improvement (whichever occurs first)									
Section 6	Improvements	Total Improvement Cost Estimated New Appraised Value using 50% of Total Cost Estimated New AV Estimated Land AV Estimated Improve ment AV									
		\$243,000.00	\$212,130.00	\$67,881.60	\$5,760.00	\$62,121.60					
Section B Estimated taxes without the improvement projects											
				Tax:							
				2022		\$2,420.51					
				2023		\$2,468.92					
				2024		\$2,468.92					
				2025		\$2,518.30					
				2026		\$2,518.30					
				2027		\$2,568.67					
				2028		\$2,568.67					
				2029		\$2,620.04					
				2030		\$2,620.04					
				2031		\$2,672.44					
				Totals		\$25,444.83					
Section C Estimated abated taxes with improvement projects (without abatement)											
				Tax:							
				2022		\$5,761.16					
				2023		\$5,876.38					
				2024		\$5,876.38					
				2025		\$5,991.60					
				2026		\$5,991.60					
				2027		\$6,106.83					
				2028		\$6,106.83					
				2029		\$6,222.05					
				2030		\$6,222.05					
				2031		\$6,337.27					
				Totals		\$60,492.15					
Estimated Taxes To Be Abated (10 years)											
Taxing Entity	Cass County Sheltered Workshop	City	County	Hospital Maintenance	Junior College	Library	Mt. Pleasant Special Road	School District	State		
% of tax rate:	0.005523207	0.247969233	0	0.015107948	0.025495411	0.031545779	0.02236839	0.648395754	0.003594278		
Year											
2022	\$31.82	\$1,428.59	\$0.00	\$87.04	\$146.88	\$181.74	\$128.87	\$3,735.51	\$20.71	\$0.00	
2023	\$32.46	\$1,457.16	\$0.00	\$88.78	\$149.82	\$185.37	\$131.45	\$3,810.22	\$21.12	\$0.00	
2024	\$32.46	\$1,457.16	\$0.00	\$88.78	\$149.82	\$185.37	\$131.45	\$3,810.22	\$21.12	\$0.00	
2025	\$33.09	\$1,485.73	\$0.00	\$90.52	\$152.76	\$189.01	\$134.02	\$3,884.93	\$21.54	\$0.00	
2026	\$33.09	\$1,485.73	\$0.00	\$90.52	\$152.76	\$189.01	\$134.02	\$3,884.93	\$21.54	\$0.00	
2027	\$33.73	\$1,514.31	\$0.00	\$92.26	\$155.70	\$192.64	\$136.60	\$3,959.64	\$21.95	\$0.00	
2028	\$33.73	\$1,514.31	\$0.00	\$92.26	\$155.70	\$192.64	\$136.60	\$3,959.64	\$21.95	\$0.00	
2029	\$34.37	\$1,542.88	\$0.00	\$94.00	\$158.63	\$196.28	\$139.18	\$4,034.35	\$22.36	\$0.00	
2030	\$34.37	\$1,542.88	\$0.00	\$94.00	\$158.63	\$196.28	\$139.18	\$4,034.35	\$22.36	\$0.00	
2031	\$35.00	\$1,571.45	\$0.00	\$95.74	\$161.57	\$199.91	\$141.75	\$4,109.06	\$22.78	\$0.00	
Total:	\$334.11	\$15,000.19	\$0.00	\$913.91	\$1,542.27	\$1,908.27	\$1,353.11	\$39,222.85	\$217.43	\$0.00	

Address:	511 Main Street
Application Date:	10/12/21
Valuation:	\$243,000

Project Description	Valuation	Exterior or Interior
Painting	\$5,000	Exterior
Outside Signage	\$15,000	Exterior
Turf for outdoor yard area	\$20,000	Exterior
Landscaping (front of the building)	\$8,000	Exterior
Frames for the Door	\$10,000	Exterior
<b>Total Exterior Costs</b>	<b>\$58,000</b>	
Demolition (2 interior walls, flooring, storage area)	\$50,000	Interior
Painting	\$10,000	Interior
Labor to construct built in shelving	\$20,000	Interior
Lobby	\$40,000	Interior
Epoxy Floor	\$30,000	Interior
Electrical	\$15,000	Interior
Plumbing	\$15,000	Interior
Bathroom	\$5,000	Interior
<b>Total Interior Costs</b>	<b>\$185,000</b>	
<b>Total Projected Costs</b>	<b>\$243,000</b>	

## CASS COUNTY \*\*\*\* REAL ESTATE \*\*\*\* TAX RECEIPT: 2020

GOOD DEEDS LLC  
511 MAIN ST  
BELTON, MO 64012

TAX YEAR: 2020  
ACCT #: 1512600  
TOTAL PAID: \$2,489.12  
[PAID ON: 11/16/2020](#)

### Personal Description

**Map Number:**

5-06-14-101-000-062.000

**Situs Address:**

511 MAIN ST  
BELTON, MO 64012  
SEC: 14 TWP: 46 RNG: 33 Book/Page: 3845/754

**ACREAGE: 0.00**

**Legal Description:**

ORIG BELTON LOTS 6-8 BLK 34

**Subdivision/Blk/Lot:**

ORIG BELTON 6-8

**Description**

#124 BELTON

STATE

MT PLEAS ROAD

CASS CO LIBRARY

HOSPITAL MAINT

METRO JR COLL

SHELTER WKSHOP

SURTAX

BELTON-CITY

**Tax Amount:**

**TOTAL DUE:**

**Rate**

5.4119

0.0300

0.1867

0.2633

0.1261

0.2128

0.0461

0.5400

2.0697

**8.8866**

**Tax Amt**

1,515.87

8.40

52.29

73.75

35.32

59.61

12.91

151.25

579.72

**2,489.12**

**\$2,489.12**

**Assessed Values**

Residential:

0

**TOTAL ASSESSED**

**28,010**





View of the front of the building



View of the side of the building






Side view of the back of the building

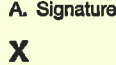



View of the back of the building






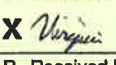
<b>SENDER: COMPLETE THIS SECTION</b>	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	
1. Article Addressed to:  Mr. Christie Kessler Director Cass County Public Library 400 E Mechanic Street Harrisonville, MO 64701	
 9590 9402 6281 0274 5788 40	
2. Article Number (Transfer from service label) 9489 0090 0027 6316 5163 85	
PS Form 3811, July 2020 PSN 7530-02-000-9053	


<b>COMPLETE THIS SECTION ON DELIVERY</b>	
A. Signature <b>X</b>  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
B. Received by (Printed Name)  C. Date of Delivery  	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
Domestic Return Receipt	

<b>SENDER: COMPLETE THIS SECTION</b>	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	
1. Article Addressed to:  Mr. Robert Greenwood Chief Executive Officer CASCO Area Workshop 1800 Vine Harrisonville, MO 64701	
 9590 9402 6281 0274 5789 01	
2. Article Number (Transfer from service label) 9489 0090 0027 6316 5163 23	
PS Form 3811, July 2020 PSN 7530-02-000-9053	


<b>COMPLETE THIS SECTION ON DELIVERY</b>	
A. Signature <b>X</b>  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
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Domestic Return Receipt	

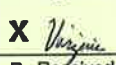
<b>SENDER: COMPLETE THIS SECTION</b>	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	
1. Article Addressed to:  Missouri Director of Revenue County Tax Section State Blind Pension Fund Harry S Truman State Office Building 301 West High Street Jefferson City, MO 65102-0453	
 9590 9402 6281 0274 5789 18	
2. Article Number (Transfer from service label) 9489 0090 0027 6316 5163 16	
PS Form 3811, July 2020 PSN 7530-02-000-9053	


<b>COMPLETE THIS SECTION ON DELIVERY</b>	
A. Signature <b>X</b>  <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee	
B. Received by (Printed Name)  C. Date of Delivery  	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
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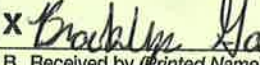
<b>SENDER: COMPLETE THIS SECTION</b>	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	
1. Article Addressed to:  Dr. Kimberly Beatty Chancellor Metropolitan Community College District 3200 Broadway Kansas City, MO 64111	
 9590 9402 6281 0274 5788 71	
2. Article Number (Transfer from service label) 9489 0090 0027 6316 5163 54	
PS Form 3811, July 2020 PSN 7530-02-000-9053	

<b>COMPLETE THIS SECTION ON DELIVERY</b>	
A. Signature <b>X</b>  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
B. Received by (Printed Name)  C. Date of Delivery  	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
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1. Article Addressed to:  Missouri Director of Revenue County Tax Section, Merchants/ Manufacturers Replacement Tax Fund P.O. Box 453 Jefferson City, MO 65102-0453	
 9590 9402 6281 0274 5788 57	
2. Article Number (Transfer from service label) 9489 0090 0027 6316 5163 78	
PS Form 3811, July 2020 PSN 7530-02-000-9053	

<b>COMPLETE THIS SECTION ON DELIVERY</b>	
A. Signature <b>X</b>  <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee	
B. Received by (Printed Name)  C. Date of Delivery  	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
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■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	
1. Article Addressed to:  Mr. J. Christopher Lang, MHA, FACHE Chief Executive Officer Cass County Regional Medical Center 2800 e. Rock Haven Road Harrisonville, MO 64701	
 9590 9402 6281 0274 5788 26	
2. Article Number (Transfer from service label) 9489 0090 0027 6316 5164 06	
PS Form 3811, July 2020 PSN 7530-02-000-9053	

<b>COMPLETE THIS SECTION ON DELIVERY</b>	
A. Signature <b>X</b>  <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee	
B. Received by (Printed Name)  C. Date of Delivery  	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
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Domestic Return Receipt	



# **SECTION IX**

## **H**

**AN ORDINANCE CALLING AN ELECTION TO AUTHORIZE THE ISSUANCE OF WATERWORKS REVENUE BONDS AND EXTEND THE CAPITAL IMPROVEMENT SALES TAX IN THE CITY OF BELTON, MISSOURI.**

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

**Section 1.** The City Council finds it necessary and hereby declares its intent to (1) issue its waterworks revenue bonds in an amount not to exceed \$60,000,000 (the “Bonds”) to acquire, construct and improve the waterworks system of the City including the replacement of water infrastructure and to build an additional water tower for the City (the “Project”), and (2) eliminate the termination provision related to the capital improvement sales tax and continue the imposition of the capital improvement sales tax of one half of one percent (0.5%) to fund the costs of capital improvements including making payments of the debt service of financings incurred to construct capital improvements for the City.

**Section 2.** An election is hereby ordered to be held in the City of Belton, Missouri on April 5, 2022, on the following questions:

**QUESTION 2**

**Shall the City of Belton, Missouri, issue its waterworks revenue bonds in an amount not to exceed \$60,000,000 to acquire, construct and improve the City’s waterworks system, including but not limited to, the replacement of water infrastructure and to build an additional water tower, with the principal of and interest on said revenue bonds to be payable from the revenues derived by the City from the operation of its waterworks system, including all future extensions and improvements thereto?**

**QUESTION 3**

**Shall the City of Belton, Missouri, be authorized to eliminate the termination provision of the capital improvement sales tax and continue to impose its capital improvement sales tax of one half of one percent for the purpose of funding the costs of capital improvements for the City, including the payment of debt service on financings incurred to construct capital improvements for the City?**

**Section 3.** The form of the Notice of Election for said election, a copy of which is attached hereto and made a part hereof, is hereby approved.

**Section 4.** The City Clerk is hereby authorized and directed to notify the County Clerk of Cass County, Missouri of the adoption of this Ordinance no later than 4:00 P.M. on January 25, 2022, and to include in said notification all of the terms and provisions required by Chapter 115 of the Revised Statutes of Missouri, as amended.

**Section 5.** The City expects to make expenditures on and after the date of adoption of this Ordinance in connection with the Project, and the City intends to reimburse itself for such expenditures with the proceeds of the Bonds. The maximum principal amount of the Bonds to be issued for the Project is \$60,000,000.

**Section 6.** This Ordinance shall be in full force and effect from and after its passage.

READ FOR THE FIRST TIME: November 30, 2021

READ FOR THE SECOND TIME AND PASSED:

Approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, and thereafter adopted as Ordinance No. 2021-\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, after the second reading thereof by the following vote, to-wit:

AYES:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

**NOTICE OF ELECTION**

**CITY OF BELTON, MISSOURI**

Notice is hereby given to the qualified voters of the City of Belton, Missouri that the City Council has called an Election to be held in the City on April 5, 2022, commencing at 6:00 A.M. and closing at 7:00 P.M., on the questions contained in the following sample ballot:

**OFFICIAL BALLOT  
CITY OF BELTON, MISSOURI**

**APRIL 5, 2022**

**QUESTION 2**

**Shall the City of Belton, Missouri, issue its waterworks revenue bonds in an amount not to exceed \$60,000,000 to acquire, construct and improve the City's waterworks system, including but not limited to, the replacement of water infrastructure and to build an additional water tower, with the principal of and interest on said revenue bonds to be payable from the revenues derived by the City from the operation of its waterworks system, including all future extensions and improvements thereto?**

YES ☐  
NO ☐

**QUESTION 3**

**Shall the City of Belton, Missouri, be authorized to eliminate the termination provision of the capital improvement sales tax and continue to impose its capital improvement sales tax of one half of one percent for the purpose of funding the costs of capital improvements for the City, including the payment of debt service on financings incurred to construct capital improvements for the City?**

YES ☐  
NO ☐

**INSTRUCTIONS TO VOTERS:** If you are in favor of the questions, place an X in the box opposite "YES." If you are opposed to the question, place an X in the box opposite "NO."

Said election shall be held at the following polling places:

WARD NO. 1: Precinct 38 and Precinct 39- South Haven Baptist Church,  
16800 Bel-Ray Blvd, Belton, MO.  
WARD NO. 2: Precinct 40 and Precinct 41- St. Sabina Catholic Church,  
700 Trevis Avenue, Belton, MO.  
WARD NO. 3: Precinct 42 and Precinct 43- St. Sabina Catholic Church,  
700 Trevis Avenue, Belton, MO.  
WARD NO. 4: Precinct 44 and Precinct 45– Assembly of God Church,  
613 E. North Avenue, Belton, MO.

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

Dated: \_\_\_\_\_

\_\_\_\_\_  
County Clerk of Cass County, Missouri

# **SECTION IX**

## **I**

**AN ORDINANCE OF THE CITY OF BELTON AMENDING CHAPTER 4, ANIMALS, OF THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI.**

**WHEREAS**, the City of Belton, Missouri Code of Ordinances was recodified in October 2011 and from time to time, the Code of Ordinances may be amended, supplemented, modified, or repealed by the City Council; and

**WHEREAS**, the Belton Police Department and Animal Control Division have found the proposed amendments to be in the best interest of public health and safety; and

**WHEREAS**, the City Council desires to amend the Code of Ordinances to increase the effectiveness and quality of the city's animal control services.

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

- Section 1.** That Chapter 4 of the Code of Ordinances, City of Belton, Missouri, is hereby amended with additions shown in **bold** notation and deletions shown in ~~strike through~~ notation as detailed and attached in **Exhibit A** incorporated hereto as if fully set forth herein.
- Section 2.** That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.
- Section 3.** That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

Approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

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Mayor Norman K Larkey, Sr

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Mayor Norman K Larkey, Sr

ATTEST:

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Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, and thereafter adopted as Ordinance No. 2021-\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, after the second reading thereof by the following vote, to-wit:

AYES:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:

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Andrea Cunningham, City Clerk  
of the City of Belton, Missouri



## Chapter 4 ANIMALS<sup>1</sup>

### ARTICLE I. IN GENERAL

#### Sec. 4-1. Definitions.

The following terms as used in this chapter shall have the following meanings:

*Animal:* Any living vertebrate creature, domestic, exotic or wild, other than humans.

*Dangerous animal:*

- (1) Any animal that has inflicted a severe or fatal injury on a human being on public or private property.
- (2) Any animal that has **severely injured or** killed a domestic animal, dog, or cat without provocation, while off the owner's property.
- (3) Any animal owned, possessed or harbored primarily or in part for the purpose of animal fighting or any animal trained for animal fighting.
- (4) Any animal that has bitten a human being without provocation on public or private property other than the property of the owner.
- (5) Any animal that, while on the owner's property, has bitten without provocation a human being other than the owner or a member of the owner's family who normally resides at the place where the animal is kept.
- (6) Any animal that, when unprovoked, chases or approaches a person upon the streets, sidewalks, or any public grounds or private property other than the property of the owner, in a menacing fashion or apparent attitude of attack, regardless of whether or not a person is injured by such an animal.
- (7) Any animal with a known propensity, tendency or disposition to attack unprovoked, to cause injury, or to otherwise threaten the safety of human beings, domestic animals, dogs or cats.

*Domestic animal:* Any animal customarily raised for food, agricultural or recreation purposes, including, but not limited to cows, horses, goats, sheep, and chickens but not including dogs, cats or other pet animals.

*Exotic animal or wild animal:* Any animal which is not of a species customarily used kept as a household pet, or commonly raised for food or agricultural purposes, but one which would ordinarily be confined to a zoo or other exhibit, or one which would ordinarily be found in the wilderness of this or any other country. This definition

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<sup>1</sup>State law reference(s)—Agriculture and animals, RSMo 261.010 et seq.; disposal of dead animals, RSMo 269.010 et seq.; animals restrained from running at large, RSMo 270.010 et seq.; strays, RSMo 271.010 et seq.; fences and enclosures generally, RSMo 272.010 et seq.; local option regarding fences and enclosures, RSMo 272.210; dogs and cats, RSMo 273.010 et seq.; local option dog tax, RSMo 273.040 et seq.; animal care and facilities licensing and regulation, RSMo 273.325 et seq.; adoption and purchase of animals from shelters and human societies, RSMo 273.400 et seq.; pet spay and neuter fund, RSMo 301.387; authority for municipal inspection of animals intended as food, RSMo 71.730; offenses against police animals, RSMo 575.350, 575.353; animal neglect and abandonment, RSMo 578.009; animal abuse, RSMo 578.012; impoundment of animal running at large, RSMo 578.016; keeping dangerous wild animals, RSMo 578.023.

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includes hybrids with wolves, coyotes or other animals, but does not include fish and captive species of common birds.

*Livestock:* Cattle, swine, horses, mules, sheep, goats and all other domestic animals.

*Owner:* Any person owning, keeping or harboring an animal or any person who possesses or allows any animal to habitually remain or to be lodged or fed within his or her house, yard or property **for five (5) days or more.**

*Poultry:* Geese, ducks, chickens, turkeys and all other domestic fowl.

*Severe injury:* Any physical injury, resulting directly from an animal's bite, confrontation or attack, that results in broken bones, lacerations requiring stitches or in-patient hospitalization.

(Code 1976, § 6-1; Ord. No. 67.308, § 6.34, 8-31-1967; Ord. No. 70-482, § 1, 11-23-1970; Ord. No. 86-1609, § 1, 2-11-1986; Ord. No. 87-1766, § 1, 10-13-1987; Ord. No. 2007-3341, § 1, 4-24-2007; Ord. No. 2014-4008, § 1, 6-24-2014)

State law reference(s)—Dog defined, RSMo 273.010, 273.040; boarding kennel, commercial breeder, commercial kennel, contract kennel, dealer, hobby or show breeder, and pet shop defined, RSMo 273.325; dangerous animals, RSMo 578.023.

#### **Sec. 4-2. Police department, animal control officer to enforce chapter provisions.**

Members of the police department and the animal control officer of the city shall be responsible for determining the applicability of the definitions of this chapter to any animal and shall have the power to enforce the provisions of this chapter, including, but in no way limited to, the powers to issue notice of violation of the provisions of this chapter and, as far as permissible under the laws of the state and ordinances of the city, to enter upon private property after observing any violation of the provisions of this chapter for the purpose of enforcement.

(Code 1976, § 6-1.01; Ord. No. 79-1039, § 19, 11-13-1979; Ord. No. 87-1766, § 1, 10-13-1987; Ord. No. 2014-4008, § 2, 6-24-2014)

#### **Sec. 4-3. Penalty for chapter violations.**

Each person convicted of violating any of the provisions of this chapter shall be punished by a fine of not more than \$500.00 or by imprisonment not exceeding 90 days or both such fine and imprisonment.

(Code 1976, § 6-1.02; Ord. No. 79-1039, § 21, 11-13-1979; Ord. No. 86-1609, §§ 2, 13, 2-11-1985; Ord. No. 87-1766, § 1, 10-13-1987)

#### **Secs. 4-4—4-24. Reserved.**

### ***ARTICLE II. ANIMAL CARE AND CONTROL***

#### **Sec. 4-25. Unreasonably noisy animals prohibited.**

No person shall keep, maintain or harbor any horse, livestock, poultry, dog or cat which, by loud, frequent or habitual utterances of vocal sounds, unreasonably annoys or disturbs other persons.

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(Code 1976, § 6-1.03; Ord. No. 79-1039, § 17, 11-13-1979; Ord. No. 87-1766, § 1, 10-13-1987; Ord. No. 2014-4008, § 3, 6-24-2014)

#### **Sec. 4-26. Cruel and abusive treatment; fighting between animals or between animals and humans.**

No person shall cruelly ill-treat, torment, overload, overwork or otherwise abuse an animal, or cause, instigate or permit any dogfight, cockfight, bullfight or other combat between animals or between animals and humans. Any animal which is subjected to treatment prohibited in this section may be impounded in accordance with the provisions of this article.

(Code 1976, § 6-1.1; Ord. No. 77-859, § 1, 2-8-1977; Ord. No. 86-1609, § 3, 2-11-1985; Ord. No. 87-1766, § 1, 10-13-1987; Ord. No. 2014-4008, § 4, 6-24-2014)

State law reference(s)—Animal abuse, RSMo 578.012; animal neglect or abandonment, RSMo 578.009; baiting or fighting of animals unlawful, RSMo 578.173.

#### **Sec. 4-27. Exposing to poison.**

No person shall expose any known poisonous substance, whether mixed with food or not, so that the same shall be liable to be eaten by any animal, provided that it shall not be unlawful for a person to expose on his or her own property common rat poison mixed only with vegetable substances.

(Code 1976, § 6-1.2; Ord. No. 77-859, § 1, 2-8-1977; Ord. No. 87-1766, § 1, 10-13-1987)

State law reference(s)—Animal abuse, RSMo 578.012; animal neglect or abandonment, RSMo 578.009.

#### **Sec. 4-28. Providing sufficient food and shelter, veterinary care and humane care and treatment; Control feeding of feral, stray and wild animals.**

- (a) No owner or person caring for an animal shall fail to provide such animal with sufficient and wholesome food and water, proper shelter and protection from the weather, adequate space, veterinary care when needed to prevent suffering, and with human care and treatment. Any animal not afforded the care and treatment described and required in the section may be impounded in accordance with the provisions hereof.
- (b) No person shall provide food for cats, dogs, or wildlife, other than those owned by that person, by setting such food out on the exterior portion of the person's home or residence.
- (c) Exceptions include the following:
  - 1. Any person who is the legal owner of a wild animal and the wild animal is kept in compliance with all applicable state and local laws.
  - 2. Any person who feeds or provides food to a trapped, injured, or unweaned wild animal.
  - 3. Any person with a bird feeder intended to feed songbirds, provided the feeder is suspended on cable or other device to make it inaccessible to wild animals, and the area below the feeder is kept free from the accumulation of seed debris.
  - 4. Any person feeding animals in the normal course of raising farm animals for food production or in the care of livestock animals, provided all reasonable efforts are made to reduce attractants to wild animals while feeding livestock/farm animals and in the storage of animal feed.

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**5. Nothing in this section shall restrict citizens' ability to maintain ornamental plants or vegetable gardens on their property, provided all reasonable efforts are made to reduce wild animals feeding from such ornamental plants or vegetable gardens.**

(Code 1976, § 6-1.3; Ord. No. 77-859, § 1, 2-8-1977; Ord. No. 86-1609, § 4, 2-11-1985; Ord. No. 87-1766, § 1, 10-13-1987; Ord. No. 2014-4008, § 5, 6-24-2014)

State law reference(s)—Animal abuse, RSMo 578.012; animal neglect or abandonment, RSMo 578.009.

**Sec. 4-29. Abandonment.**

No owner or person caring for an animal shall abandon such animal.

(Code 1976, § 6-1.4; Ord. No. 77-859, § 1, 2-8-1977; Ord. No. 87-1766, § 1, 10-13-1987)

State law reference(s)—Animal abuse, RSMo 578.012; animal neglect or abandonment, RSMo 578.009.

**Sec. 4-30. Animals as inducements and prizes.**

No person shall give away any fish, reptile, bird or live animal, other than a cow, pig, sheep or full grown turkey, as a prize for or as an inducement to enter a place of amusement, or offer such vertebrate as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade.

(Code 1976, § 6-1.5; Ord. No. 77-859, § 1, 2-8-1977; Ord. No. 87-1766, § 1, 10-13-1987)

**Sec. 4-31. Duties of operators of motor vehicles upon striking an animal.**

Any person who, as the operator of a motor vehicle, strikes any animal shall render assistance, immediately report such injury or death to the animal's owner, or shall at once report the accident to a city police officer.

(Code 1976, § 6-12.1; Ord. No. 77-859, § 1, 2-8-1977; Ord. No. 87-1766, § 1, 10-13-1987)

**Sec. 4-32. Animal traps.**

(a) It shall be unlawful for anyone to set or use traps of the type commonly referred to as "steel jaw traps" or "leghold traps" or traps that will inflict injury or death to any animal, wild or domestic, or be injurious to humans within the city limits. Live traps that are humane to animals and not injurious to the animals when captured may be used.

(b) The animal control officer shall have the power to confiscate any trap that is in violation of this section and handle according to law.

(c) Animal control officers performing their official duties are exempted from the prohibitions of this section.

(Code 1976, § 6-16; Ord. No. 81-1207, §§ 1—5, 12-22-1981; Ord. No. 87-1766, § 1, 10-13-1987)

State law reference(s)—Animal abuse, RSMo 578.012; animal neglect or abandonment, RSMo 578.009.

**Sec. 4-33. Dangerous animals, exotic animals and wild animals prohibited.**

(a) *Prohibition.* The owning, keeping and harboring of any dangerous, exotic or wild animal is hereby prohibited, except as provided in subsection (b) of this section, and no person shall keep or permit to be kept any dangerous, exotic or wild animal as a pet other than dangerous dogs as regulated by article III, division 2, of

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this chapter. The animal control officer shall have the authority to declare an animal dangerous if such animal demonstrates dangerous behavior or has demonstrated prior dangerous behavior, is deemed inherently dangerous due to the nature of the animal, or presents a violation of any of the provisions of this chapter.

- (b) *Exception.* Dangerous, exotic or wild animals may be kept in a properly maintained and licensed zoological park, circus, scientific or educational institution, research laboratory, veterinary hospital or animal refuge, only after animals have been registered with the animal control office. The Federal Animal Welfare Act must be strictly followed if any dangerous, exotic or wild animal is to be kept by a zoological park, circus, scientific or educational institution, research laboratory, veterinary hospital or animal refuge.
- (c) *Notice.* Upon the written complaint of any person that a person owns, or is keeping or harboring a dangerous, exotic or wild animal within the city in violation of this section, the animal control officer shall conduct an investigation, and if the investigation reveals evidence that indicates that such person named in the complaint is in fact the owner, keeper or harbinger of any such dangerous, exotic or wild animal in the city, the city shall mail written notice, return receipt requested, to the property owner where the animal is located requiring the safe removal of the animal from the city within five days.
- (d) *Severe injury or death to any person.* If a dangerous, exotic or wild animal has caused severe injury or death to any person, the city shall cause the animal to be immediately seized and impounded without notice to the owner. No such animal may be redeemed by the owner or possessor unless ordered by the animal control officer and the chief of police, or his or her designee, or by order of a court of competent jurisdiction, and the city shall have the power to destroy such animal as an exercise of police power to protect the health and safety of the city.
- (e) *At large.* If a dangerous, exotic or wild animal has escaped and is at large, the city shall cause the animal to be immediately seized and impounded. The animal control officer shall make reasonable efforts to immediately notify the owner or possessor of said animal of the seizure and impoundment. Any animal impounded may be redeemed by its owner or possessor from the location where impounded during business hours or as authorized by the supervisor of said facility. Any animal not redeemed from the city within ten days shall be disposed of at the discretion of the animal control officer and the chief of police. or his or her designee.
- (f) *Noncompliance.* If, after notice as described in subsection (d) above, the person owning, keeping or harboring a dangerous, exotic or wild animal has failed to comply with the notice to remove the animal within the specified time period, the city shall forthwith cause the animal to be seized and impounded. Any animal so impounded may be redeemed by its owner or possessor during business hours as authorized by the supervisor of said facility when the owner or possessor provides proof to the animal control officer and the chief of police, or his or her designee, that a site outside of the city has been prepared for the relocation and removal of the animal. Any animal not redeemed within ten days shall be disposed of at the discretion of the animal control officer and the chief of police, or his or her designee.
- (g) *Seizure and impoundment.* Any animal seized and impounded by the city, for any reason, shall be delivered to a place of confinement which may be with any organization which is authorized by law to accept own, keep or harbor such animals. If, during either the seizure or impoundment of any such animal or both, the animal poses a risk of causing severe injury or death to any persons, such person or persons authorized by the city may render the animal immobile by means of tranquilizer or other safe drugs, and if such mobilization cannot be safely performed, then the animal shall be destroyed as an exercise of police power to protect the health and safety of the city.
- (h) *Expenses.* Any reasonable expenses incurred by the city in seizing, impounding and confining any dangerous, exotic or wild animal shall be charged against the owner, keeper or harbinger of such animal. Such charges shall be in addition to any fine or penalty provided for violating this section.

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- (i) *Appeals.* The owner, keeper or harbinger of any dangerous, exotic or wild animal may appeal the findings of the animal control officer by filing a written request for a hearing on the matter with the chief of police, or his or her designee, within five days of receipt of a notice requiring the removal of the animal from the city.

(Code 1976, § 6-17; Ord. No. 86-1609, § 7, 2-11-1985; Ord. No. 87-1766, § 1, 10-13-1987; Ord. No. 90-1966, § 1, 3-27-1990; Ord. No. 01-2782, § 1, 5-8-2001; Ord. No. 01-2841, § 1, 11-13-2001; Ord. No. 2007-3341, § 2, 4-24-2007; Ord. No. 2014-4008, § 6, 6-24-2014)

State law reference(s)—Keepers of dangerous wild animals must register, RSMo 578.023.

#### **Sec. 4-34. Reserved.**

Editor's note(s)—Ord. No. 2014-4008, § 6, adopted June 24, 2014, repealed § 4-34 Editor's note(s)—, which pertained to horse riding, driving livestock, poultry on sidewalks, and derived from Code 1976, § 6-11; Ord. No. 67-308, § 6.34, 8-31-1967; Ord. No. 70-482, § 1, 11-23-1970; Ord. No. 87-1766, § 1, 10-13-1987.

#### **Sec. 4-35. Erection of signs prohibiting animals on specific streets, sidewalks.**

The mayor or his or her designee is authorized to erect or have erected signs on any sidewalk or roadway or street prohibiting the riding of horses thereon by any person or the driving of livestock or poultry thereon by any person, and when such signs are in place, no person shall disobey the same.

(Code 1976, § 6-12; Ord. No. 67-308, § 6.34, 8-31-1967; Ord. No. 70-482, § 1, 11-23-1970; Ord. No. 87-1766, § 1, 10-13-1987)

#### **Secs. 4-36—4-58. Reserved.**

### ***ARTICLE III. DOGS AND CATS<sup>2</sup>***

#### ***DIVISION 1. GENERALLY***

#### **Sec. 4-59. Limitation on number kept, maintained, etc., at residence; exception.**

- (a) It shall be unlawful and it is hereby declared a public nuisance for any person in charge of a residence to keep, harbor or maintain or allow to be kept more than four dogs or four cats or any combination of such animals exceeding four in number, for longer than 90 days.
- (b) Such unlicensed dogs or cats exceeding four in number, shall not be allowed under any circumstances unless such animals are part of a litter belonging to a licensed animal otherwise allowed on the premises or unless the residence is licensed as a commercial animal establishment with proper zoning classification thereto.

(Code 1976, § 6-25; Ord. No. 79-1039, § 18, 11-13-1979; Ord. No. 87-1766, § 1, 10-13-1987; Ord. No. 88-1843, § 1, 9-27-1988)

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<sup>2</sup>State law reference(s)—Dogs and cats, RSMo 273.010 et seq.; local option dog tax, RSMo 273.040 et seq.

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#### **Sec. 4-60. Confinement required, when.**

The owner shall confine any female dog or cat in heat within a building, in such manner that the dog or cat shall not be accessible to other dogs or cats except for planned breeding.

(Code 1976, § 6-29; Ord. No. 86-1609, § 6, 2-11-1985; Ord. No. 87-1766, § 1, 10-13-1987)

#### **Sec. 4-61. Running at large prohibited.**

~~All dogs and cats must be confined to the premises of the owner, keeper or harborer thereof, except when taken off the premises on a leash, in a car or other conveyance, or in a crate or carrier suitable for shipment.~~

- (a) It shall be unlawful for any person owning, controlling, harboring, possessing, or having the management or care, in whole or in part, of any dog, to permit such dog to run at large. For the purpose of this article, for every dog when on any street, alley or any other public place in the city or when on private property within the city, which is either not attached to a leash, the other end of which is securely held, or which is not so confirmed as to prevent its straying from the premises, or not securely confined as to prevent its straying from the premises, or not securely confined in a cage or motor vehicle shall be deemed running at large. Dogs attached to leashes, ropes or chains which are staked into the ground in yards without the confinement behind a fence shall not be staked in a manner that permits the dog, regardless of the length of such leash, rope or chain, to come within ten (10) feet of all walkways, sidewalks, or streets to allow the safe unhindered passage of person utilizing said walkways, sidewalks or streets. .**
- (b) It shall be unlawful for any person to own, control, harbor, possess, manage or care for or have the management or care, in whole or part of any cat which is not under control. For the purpose of this article, cats which cause injury to person or damage to property shall be deemed not under control.**

(Code 1976, § 6-48; Ord. No. 64-160, § 1, 9-8-1964; Ord. No. 79-1039, § 11, 11-13-1979; Ord. No. 87-1766, § 1, 10-13-1987)

State law reference(s)—Animals restrained from running at large, RSMo 270.010 et seq.; strays, RSMo 271.010 et seq.; fences and enclosures generally, RSMo 272.010 et seq.; local option regarding fences and enclosures, RSMo 272.210; dogs prohibited from running at large, RSMo 322.020.

#### **Secs. 4-62—4-80. Reserved.**

### ***DIVISION 2. DANGEROUS DOGS***

#### **Sec. 4-81. Compliance required.**

No person or owner shall harbor, maintain or allow to be in or upon any premises occupied by him or her or under his or her charge or control any dog which has been deemed to be a dangerous animal pursuant to the provisions hereof without adhering to the requirements of this article.

**The animal control officer shall have the authority to declare a dog dangerous based upon the definition of such animal defined in this chapter.**

**It shall be unlawful for the owner, keeper, or harborer of a dangerous animal to fail to comply with the requirements and conditions set forth in this chapter. Failure to comply within ten (10) days will result in**

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**immediate seizure and impound. Animal control may request a court order for removal and/or destruction from a Belton municipal judge.**

(Code 1976, § 6-18; Ord. No. 86-1609, § 12, 2-11-1985; Ord. No. 87-1766, § 1, 10-13-1987; Ord. No. 2007-3341, § 3, 4-24-2007)

#### **Sec. 4-82. Leash and muzzle.**

No person shall permit a dangerous dog to go outside its kennel or pen unless such dangerous dog is securely leashed with a leash no longer than four feet in length. No person shall permit a dangerous dog to be kept on a chain, rope or other type of leash outside its kennel or pen unless a person is in physical control of the leash. Such dangerous dogs may not be leashed to inanimate objects such as trees, posts, buildings, etc. In addition, all dangerous dogs on a leash outside the dog's kennel must be muzzled by a muzzling device sufficient to prevent such dangerous dog from biting other persons or other animals.

(Code 1976, § 6-18; Ord. No. 86-1609, § 12, 2-11-1985; Ord. No. 87-1766, § 1, 10-13-1987; Ord. No. 2007-3341, § 3, 4-24-2007)

#### **Sec. 4-83. Confinement.**

- (a) All dangerous dogs shall be securely confined indoors or in a securely enclosed and locked pen or kennel, except when leashed and muzzled as provided in section 4-82. Such pen, kennel or structure must have secure sides and a secure top attached to the sides. All structures used to confine dangerous dogs must be locked with a key or combination lock when such dogs are within the structure. Such structure must have a secure bottom or floor attached to the sides of the pen or the sides of the pen must be embedded in the ground no less than two feet. All structures erected to house dangerous dogs must comply with all zoning and building regulations of the city. All such structures must be adequately lighted and ventilated and kept in a clean and sanitary condition.
- (b) No dangerous dogs may be kept on a porch, patio or in any part of a house or structure that would allow the dog to exit such building on its own volition. In addition, no such dog may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacles preventing the dog from exiting the structure.

(Code 1976, § 6-18; Ord. No. 86-1609, § 12, 2-11-1985; Ord. No. 87-1766, § 1, 10-13-1987; Ord. No. 2007-3341, § 3, 4-24-2007)

#### **Sec. 4-84. Warning signs.**

All owners, keepers or harborers of dangerous dogs within the city shall, within ten days of the effective date of the ordinance from which this chapter is derived, display in a prominent place on their premises a sign easily readable by the public using the words "Beware of Dangerous Dog." In addition, a similar sign is required to be posted on the kennel or pen of such dog.

(Code 1976, § 6-18; Ord. No. 86-1609, § 12, 2-11-1985; Ord. No. 87-1766, § 1, 10-13-1987; Ord. No. 2007-3341, § 3, 4-24-2007)

#### **~~Sec. 4-85. Registration.~~**

~~Owners of dangerous dogs within the corporate limits of the city shall be required to register their dogs with the animal control officer as a "dangerous dog" within 30 days of the effective date of the ordinance from which~~



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~~this section is derived, or upon the determination that the dog is a dangerous animal by the animal control officer, or a court of competent jurisdiction. The registration shall be accompanied by a registration fee in the amount provided in the city schedule of fees and charges.~~

~~(Code 1976, § 6-18; Ord. No. 86-1609, § 12, 2-11-1985; Ord. No. 87-1766, § 1, 10-13-1987; Ord. No. 2007-3341, § 3, 4-24-2007)~~

#### **Sec. 4-86. Identification photographs.**

All owners, keepers or harborers of dangerous dogs must, within ten days of the effective date of the ordinance from which this chapter is derived, provide to the animal control department two color photographs of the dog clearly showing the color and approximate size of the dog.

(Code 1976, § 6-18; Ord. No. 86-1609, § 12, 2-11-1985; Ord. No. 87-1766, § 1, 10-13-1987; Ord. No. 2007-3341, § 3, 4-24-2007)

#### **Sec. 4-87. Duty to report changes in animal's status.**

All owners, keepers or harborers of dangerous dogs must within ten days of the incident, report the following information in writing to the animal control department as required hereinafter:

- (1) The removal from the city or death of a dangerous dog.
- (2) The birth of offspring of a dangerous dog.
- (3) The new address of a dangerous dog owner should the owner move within the corporate city limits.
- (4) The deletion, expiration or change in liability insurance policies maintained as required in this section.

(Code 1976, § 6-18; Ord. No. 86-1609, § 12, 2-11-1985; Ord. No. 87-1766, § 1, 10-13-1987; Ord. No. 2007-3341, § 3, 4-24-2007)

#### **Sec. 4-88. Sale and transfer restricted.**

No person shall sell, barter, or in any other way dispose of a dangerous dog registered with the city to any person within the city unless the recipient person resides permanently in the same household and on the same premises as the registered owner of such dog; provided, that the registered owner of a dangerous dog may sell or otherwise dispose of a dangerous dog or offspring of such dog to persons who do not reside within the city.

(Code 1976, § 6-18; Ord. No. 86-1609, § 12, 2-11-1985; Ord. No. 87-1766, § 1, 10-13-1987; Ord. No. 2007-3341, § 3, 4-24-2007)

#### **Sec. 4-89. Liability insurance required.**

The owner or keeper of a dangerous dog shall present to the animal control department proof that the owner or keeper has procured public liability insurance in a single incident in the amount of at least \$300,000.00 for bodily injury to or death of any person or for damage to property owned by any persons which may result from the ownership of such dog. The policy must stay in effect while the dangerous dog is maintained in the city. This policy shall contain a provision requiring the city to be notified by the insurance company of any cancellation, termination or expiration of the policy.

(Code 1976, § 6-18; Ord. No. 86-1609, § 12, 2-11-1985; Ord. No. 87-1766, § 1, 10-13-1987; Ord. No. 2007-3341, § 3, 4-24-2007)

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#### **Sec. 4-90. Violations and penalties.**

Any person violating or permitting the violation of any provision of this section shall upon conviction in municipal court be fined a sum not less than \$500.00. In addition to the fine imposed, the court may sentence the defendant to imprisonment in the county jail for a period not to exceed 90 days. In addition to all other applicable penalties for violation of this chapter, upon violation of this article the court shall order the registration of the subject dog revoked and the animal removed from the city. Should the defendant refuse to move the dangerous dog from the city, the municipal court judge shall find the defendant owner in contempt and order the immediate confiscation and impoundment of the dog. Each day that a violation of this section continues shall be deemed a separate offense. In addition to all other applicable penalties the foregoing penalties, any person who violates this section shall pay all expenses, including shelter, food, handling, veterinary care and testimony necessitated by the enforcement of this section.

(Code 1976, § 6-18; Ord. No. 86-1609, § 12, 2-11-1985; Ord. No. 87-1766, § 1, 10-13-1987; Ord. No. 2007-3341, § 3, 4-24-2007)

#### **Sec. 4-91. Appeals.**

Any person who owns, harbors, or maintains a dog deemed to be dangerous under the provisions hereof by the animal control officer, which declaration must be personally served or mailed by U.S. mail, certified, return receipt requested, by said animal control officer, shall have the right to appeal such determination to the chief of police or his or her designee within ten days after being personally served with notice of such written determination or within 15 days after the mailing of said notice as aforesaid. Further appeal may be heard by the city council.

(Code 1976, § 6-18; Ord. No. 86-1609, § 12, 2-11-1985; Ord. No. 87-1766, § 1, 10-13-1987; Ord. No. 2007-3341, § 3, 4-24-2007)

#### **Secs. 4-92—4-110. Reserved.**

### *DIVISION 3. GUARD DOGS*

#### **Sec. 4-111. Defined.**

For the purpose of this division, the term "guard dog" means a dog not owned by a governmental unit that is used to guard public or private property.

(Code 1976, § 6-18.1; Ord. No. 01-2841, § 2, 11-13-2001; Ord. No. 2007-3341, § 4, 4-24-2007)

#### **Sec. 4-112. Confinement.**

No person shall own, keep, harbor, maintain or allow to be on any premises occupied by him or her or under his or her charge or control any guard dog without such dog being confined behind a fence from which it cannot escape or within any part of a house or structure except when the windows are open or when screen windows or screen doors are the only obstacle preventing the dog from exiting the structure; and must not be used or maintained in a manner which, as determined by the animal control department, endangers individuals on or off the premises guarded.

(Code 1976, § 6-18.1; Ord. No. 01-2841, § 2, 11-13-2001; Ord. No. 2007-3341, § 4, 4-24-2007)

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#### **Sec. 4-113. Registration.**

All guard dogs residing in or used as such in the city must be registered annually with the animal control department. The registration shall be accompanied by a registration fee in the amount provided in the city schedule of fees and charges.

(Code 1976, § 6-18.1; Ord. No. 01-2841, § 2, 11-13-2001; Ord. No. 2007-3341, § 4, 4-24-2007)

#### **Sec. 4-114. Warning signs.**

The owner or keeper shall display on the premises guarded that there is a guard dog on the property. This sign shall be visible and capable of being read from the roadway or thoroughfare from which the property is entered. In addition, a similar sign is required to be posted on the kennel or pen or fenced yard of such animal.

(Code 1976, § 6-18.1; Ord. No. 01-2841, § 2, 11-13-2001; Ord. No. 2007-3341, § 4, 4-24-2007)

#### **Sec. 4-115. Liability insurance required.**

The owner or keeper of a guard dog shall present to the animal control department proof that the owner or keeper has procured liability insurance in the amount of at least \$300,000.00. The policy must stay in effect while the guard dog is maintained in the city. This policy shall contain a provision requiring the city to be notified by the insurance company of any cancellation, termination or expiration of the policy.

(Code 1976, § 6-18.1; Ord. No. 01-2841, § 2, 11-13-2001; Ord. No. 2007-3341, § 4, 4-24-2007)

#### **Secs. 4-116—4-143. Reserved.**

### ***DIVISION 4. RABIES CONTROL***

#### **Sec. 4-144. Removal from city of animals suspected of rabies.**

It shall be unlawful for any person knowing or suspecting a dog, cat or any other animal of having rabies to allow such dog, cat or other animal to be taken from the city without the written permission of the animal control officer or, in his or her absence, the chief of police.

(Code 1976, § 6-15; Ord. No. 79-1039, § 20, 11-13-1979; Ord. No. 87-1766, § 1, 10-13-1987)

#### **Sec. 4-145. Biting dog or cat.**

A dog or cat which bites a person shall immediately be quarantined by the owner, keeper or harborer thereof with a doctor of veterinary medicine for a period of ten consecutive days after said biting incident at the sole expense of the owner, keeper or harborer thereof. It shall be the duty of the owner, keeper or harborer of such dog or cat to notify the animal control officer of the date and place of confinement. Prior to the release of said dog or cat, the owner, keeper or harborer shall obtain a certificate from the veterinarian showing the dog or cat to be free of rabies and shall deliver said certificate to the animal control officer and to the person bitten by said dog or cat. If said dog or cat is determined to have rabies, the owner, keeper or harborer thereof shall immediately notify the animal control officer and the person bitten.

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(Code 1976, § 6-26; Ord. No. 64-160, § 2, 9-8-1964; Ord. No. 79-1039, § 1, 11-13-1979; Ord. No. 86-1609, § 3, 2-11-1985; Ord. No. 87-1766, § 1, 10-13-1987)

**Sec. 4-146. Dogs or cats suspected of having rabies.**

If a dog or cat is suspected of having rabies or has been bitten by any animal suspected of having rabies, but has not bitten a person, such dog or cat shall be confined by a leash or chain on the home premises and quarantined from contact with other animals for ten consecutive days and shall be placed under the observation of a veterinarian for said period at the expense of the owner, keeper or harbinger of the dog or cat. In addition, it shall be the duty of the owner, keeper or harbinger of said dog or cat to notify the animal control officer that the dog or cat has been or may have been exposed to rabies.

(Code 1976, § 6-27; Ord. No. 79-1039, § 2, 11-13-1979; Ord. No. 87-1766, § 1, 10-13-1987)

**Sec. 4-147. Power to impound; penalty for violations.**

- (a) In the event an owner, keeper or harbinger of any dog or cat who has bitten a person or is suspected of having rabies or has been bitten by any animal suspected of having rabies shall fail to abide by the provisions of this division, the animal control officer may have such dog or cat quarantined in a pound or private veterinary hospital for examination for rabies at the expense of the owner, keeper or harbinger of the dog or cat.
- (b) Any owner, keeper or harbinger who shall be convicted of violating any of the provisions of section 4-145 or 4-146 shall be subject to a fine of not more than \$200.00, in addition to court costs and any costs incurred by the animal control officer in quarantining, impounding, and obtaining the examination of said dog or cat by a veterinarian as provided in this division.

(Code 1976, § 6-28; Ord. No. 79-1039, § 3, 11-13-1979; Ord. No. 87-1766, § 1, 10-13-1987)

**Sec. 4-148. Required veterinarian tag.**

No person shall own, keep or harbor any dog or cat over four months of age within the city limits unless such animal has been vaccinated against rabies within the last 12 months, and has been issued a receipt and tag from a licensed veterinarian as herein provided, which tag the dog or cat shall wear at all times.

(Code 1976, § 6-36; Ord. No. 65-197, § 1, 7-6-1965; Ord. No. 67-282, § 1, 5-4-1967; Ord. No. 79-1039, § 5, 11-13-1979; Ord. No. 87-1766, § 1, 10-13-1987; Ord. No. 97-2477, § 2, 10-28-1997)

**Sec. 4-149. Unlawful to use veterinarian tag of another dog or cat.**

No person shall use a veterinarian tag for any dog or cat which was previously issued for a different dog or cat.

(Code 1976, § 6-37; Ord. No. 65-197, § 1, 7-6-1965; Ord. No. 67-282, § 1, 5-4-1967; Ord. No. 79-1039, § 6, 11-13-1979; Ord. No. 81-1198, § 1, 11-24-1981; Ord. No. 85-1544, § 23, 5-29-1985; Ord. No. 87-1766, § 1, 10-13-1987; Ord. No. 97-2477, § 2, 10-28-1997)

**Secs. 4-150—4-166. Reserved.**

## ***DIVISION 5. IMPOUNDMENT AND DISPOSITION***

### **Sec. 4-167. Impounding of dogs and cats running at large.**

~~It shall be the duty of the animal control officer or, in his or her absence, police officers of the city to capture all dogs or cats running at large within the city and place them in a pound or shelter house maintained, operated or designated by the city for such purposes. However, if the owner, keeper or harbinger of the dog or cat in violation of the provisions of section 4-61 may be determined, such dog or cat may be immediately returned to said owner, keeper or harbinger.~~

**When a law enforcement officer or animal control officer detects an animal in violation of 4-61, the officer shall make a reasonable attempt to determine, when possible, the owner of such animal. Animals may be seized and impounded at the discretion of the officer. Impounded animals will be transferred to the city's contracted shelter. Owners seeking to recover impounded animals are responsible for all cost associated to care for such animal.**

(Code 1976, § 6-49; Ord. No. 64-160, § 3, 9-8-1964; Ord. No. 79-1039, § 12, 11-13-1979; Ord. No. 87-1766, § 1, 10-13-1987)

State law reference(s)—Impounding of dogs, RSMo 273.100; impoundment of animal found off custodian's property, RSMo 578.016; municipal authority to impound animals and impose lien for cost thereof, RSMo 430.165.

### **Sec. 4-168. Owner to be notified of impoundment.**

If a dog or cat wears a veterinarian tag or if an owner of a dog, cat, or other animal can by any other reasonable means be identified or located, the owner shall, if at all possible, be notified that the dog, cat, or other animal has been impounded. However, failure of the owner to be notified shall not excuse any violation of this chapter or any expenses for which the person would otherwise be responsible.

(Code 1976, § 6-50; Ord. No. 64-160, § 4, 9-8-1964; Ord. No. 79-1039, § 13, 11-13-1979; Ord. No. 86-1609, § 9, 2-11-1985; Ord. No. 87-1766, § 1, 10-13-1987; Ord. No. 97-2478, § 1, 10-28-1997)

### **Sec. 4-169. Owner's redemption fees.**

- (a) An owner redeeming a captured dog or cat shall pay, before release, a redemption fee and a daily boarding fee in the amount provided in the city schedule of fees and charges. Before redeeming a dog or cat, the owner shall provide a receipt from a licensed veterinarian that the dog or cat has been vaccinated against rabies, or said dog or cat shall be vaccinated against rabies by a licensed veterinarian within two business days of release and proof of said vaccination shall be submitted to the animal control office within that time period.
- (b) In addition to any redemption fee for an impounded animal, an owner redeeming any animal from impoundment shall pay, before release, any veterinarian charge and the prevailing board fee charged the city for each 24 hours, or fraction thereof, that the dog or cat has been impounded. This shall not apply to "dangerous animals" that have been seized or impounded.

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(Code 1976, § 6-51; Ord. No. 64-160, § 4, 9-8-1964; Ord. No. 79-1039, § 14, 11-13-1979; Ord. No. 86-1609, § 10, 2-11-1985; Ord. No. 87-1766, § 1, 10-13-1987; Ord. No. 97-2478, § 1, 10-28-1997)

**Sec. 4-170. Disposition of unredeemed dogs, cats or dangerous animals.**

If a dog, cat or other animal is not redeemed by the owner within five business days after impoundment, the dog, cat or other animal may be disposed of in one of the following ways:

- (1) Euthanasia, using a method approved by the Humane Society of the United States.
- (2) Release for adoption by a new owner who shows evidence of ability and intention to provide the dog, cat, or other animal with an appropriate home and humane care, and who has the dog, cat or other animal vaccinated against rabies by a licensed veterinarian within 48 hours. Proof of said vaccination shall be submitted to the animal control office within the time period.

(Code 1976, § 6-52; Ord. No. 64-160, § 4, 9-8-1964; Ord. No. 79-1039, § 15, 11-13-1979; Ord. No. 87-1766, § 1, 10-13-1987; Ord. No. 97-2478, § 1, 10-28-1997)

**Secs. 4-171—4-193. Reserved.**

***ARTICLE IV. LIVESTOCK AND POULTRY***

**Sec. 4-194. Sale of chickens and ducklings.**

Chickens or ducklings younger than eight weeks of age may not be sold in quantities of less than 25 to a single purchaser.

(Code 1976, § 6-1.6; Ord. No. 77-859, § 1, 2-8-1977; Ord. No. 87-1766, § 1, 10-13-1987)

**Sec. 4-195. Keeping livestock.**

No person shall keep any livestock in a building used for residential purposes or where more than five persons are employed in said building where such livestock is being maintained. This prohibition shall not apply where the persons residing or working in such building is employed to care for such livestock.

(Code 1976, § 6-2; Ord. No. 67-308, § 6.34, 8-31-1967; Ord. No. 87-1766, § 1, 10-13-1987)

**Sec. 4-196. Keeping livestock near residences; number of animals kept.**

No livestock shall be kept or maintained within 75 feet of the nearest portion of any building occupied by or in any way used by human beings as a residence, other than such dwelling occupied by the owner or keeper of such animal or animals. Beyond the aforementioned limitation of 75 feet, not more than two animals per acre or part of an acre shall be kept or maintained; provided, however, a limitation of two animals shall not apply to a riding stable, a commercial stockyard or land zoned for agricultural purposes.

(Code 1976, § 6-3; Ord. No. 67-308, § 6.34, 8-31-1967; Ord. No. 87-1766, § 1, 10-13-1987; Ord. No. 2003-2991, § 1, 8-12-2003)

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#### **Sec. 4-197. Keeping poultry.**

It shall be unlawful, and it is hereby declared a public nuisance for any person in charge of a residence to keep, harbor or maintain or allow to be kept more than four poultry animals per acre or part of an acre at such residence unless the residence is licensed as a commercial animal establishment with proper zoning classification therefor.

(Code 1976, § 6-3.1; Ord. No. 87-1766, § 1, 10-13-1987; Ord. No. 2003-2991, § 1, 8-12-2003)

#### **Sec. 4-198. Keeping livestock to conform to zoning, building regulations.**

Stables, barns or other buildings erected for the housing of livestock shall comply with all zoning and building restrictions applicable.

(Code 1976, § 6-4; Ord. No. 67-308, § 6.34, 8-31-1967; Ord. No. 87-1766, § 1, 10-13-1987)

#### **Sec. 4-199. Cleanliness of premises where livestock kept.**

Every stable, barn, building or other structure wherein any livestock are kept or maintained, shall be maintained in a clean and sanitary condition at all times, devoid and free of all rodents and vermin and free from objectionable odor, smell or stench.

(Code 1976, § 6-5; Ord. No. 67-308, § 6.34, 8-31-1967; Ord. No. 87-1766, § 1, 10-13-1987)

#### **Sec. 4-200. Disposal of manure.**

Every stable, barn or other structure in which livestock are kept or maintained shall be provided with a watertight and flytight receptacle for manure of such dimensions as to contain all accumulations of manure, which receptacle shall be emptied sufficiently often and in such manner as to prevent its becoming a nuisance. Such receptacle shall be kept securely covered at all times except when open during the deposit or removal of manure or refuse. No manure or refuse shall be allowed to accumulate except in such receptacle and all such manure or refuse when removed from the receptacle shall be buried with a covering of not less than six inches of earth, or if used as fertilizer, shall be thoroughly spaded into the ground or shall be removed from the property.

(Code 1976, § 6-6; Ord. No. 67-308, § 6.34, 8-31-1967; Ord. No. 87-1766, § 1, 10-13-1987)

#### **Sec. 4-201. Control of livestock, poultry off premises of owner.**

All livestock and poultry shall be kept under the control of the owner at all times when off the premises of the owner.

(Code 1976, § 6-7; Ord. No. 67-308, § 6.34, 8-31-1967; Ord. No. 70-482, § 1, 11-23-1970; Ord. No. 87-1766, § 1, 10-13-1987)

#### **Sec. 4-202. Livestock, poultry at large.**

All livestock and poultry shall be kept under the control of their owners at all times and shall be prohibited from running at large. Any livestock or poultry found running at large may be impounded and sold by the chief of

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police in the same manner as wrecked or abandoned motor vehicles and other personal property in accordance with article II of chapter 19.

(Code 1976, § 6-8; Ord. No. 67-308, § 6.34, 8-31-1967; Ord. No. 70-482, § 1, 11-23-1970; Ord. No. 87-1766, § 1, 10-13-1987)

#### **Sec. 4-203. Driving livestock, poultry on streets.**

All livestock and poultry upon a roadway or city street shall be under the control of its owner, and its owner shall keep livestock and poultry as near to the right-hand side of the roadway or street as practicable, exercising the highest degree of care when passing a standing motor vehicle or one proceeding in the same direction, and shall not have the livestock or poultry upon the street or roadway at nighttime.

(Code 1976, § 6-9; Ord. No. 67-308, § 6.34, 8-31-1967; Ord. No. 70-482, § 1, 11-23-1970; Ord. No. 87-1766, § 1, 10-13-1987)

#### **Secs. 4-204—4-229. Reserved.**

### ***ARTICLE V. HORSES***

#### **Sec. 4-230. Riding horses on streets.**

Every person riding a horse upon a city street or roadway shall ride as near to the right-hand side of the roadway as practicable, exercising the highest degree of care when passing a standing motor vehicle or one proceeding in the same direction, and shall ride single file when practicable and shall not ride at a greater speed than is reasonable and prudent under the conditions then and there existing. No person shall ride a horse at nighttime on the city streets or roadway.

(Code 1976, § 6-10; Ord. No. 67-308, § 6.34, 8-31-1967; Ord. No. 70-482, § 1, 11-23-1970; Ord. No. 87-1766, § 1, 10-13-1987)

#### **Secs. 4-231—4-253. Reserved.**

### ***ARTICLE VI. KENNELS***

#### **Sec. 4-254. Defined; compliance required.**

Any person who shall own and keep or harbor upon his or her premises more than four dogs or cats which are six months of age or older shall be deemed the operator of a "kennel." It shall be unlawful to operate a kennel within the corporate limits of the city, which violates the zoning ordinances, ordinances of the city or standards of operation as established herein.

(Code 1976, § 6-30; Ord. No. 86-1609, § 11, 2-11-1985; Ord. No. 87-1766, § 1, 10-13-1987)



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**Sec. 4-255. Standards of operation.**

Kennel premises shall be maintained in a clean and sanitary condition at all times, and sanitary methods shall be used to obliterate or prevent any offensive odors.

(Code 1976, § 6-30; Ord. No. 86-1609, § 11, 2-11-1985; Ord. No. 87-1766, § 1, 10-13-1987)

**Sec. 4-256. Inspection.**

The animal control officers have the right to inspect such kennels at all reasonable hours. The animal control officer shall inspect each registered kennel at least once each calendar year to ensure compliance with the standards of operation.

(Code 1976, § 6-30; Ord. No. 86-1609, § 11, 2-11-1985; Ord. No. 87-1766, § 1, 10-13-1987)

**Sec. 4-257. Registration.**

Any person who is deemed to be the operator of a kennel within the corporate limits of the city shall register said kennel on a form provided by the animal control officer. The registration shall be accompanied by a registration fee in the amount provided in the city schedule of fees and charges.

(Code 1976, § 6-30; Ord. No. 86-1609, § 11, 2-11-1985; Ord. No. 87-1766, § 1, 10-13-1987)

**Secs. 4-258—4-277. Reserved.*****ARTICLE VII. SMALL ANIMAL HOSPITALS*****Sec. 4-278. Defined.**

The term "small animal hospital" means a building used for the examination, observation, treatment and hospitalization of cats, dogs, rabbits, birds, fowl and other small animals of the household pet variety. It shall not include animals usually classified as livestock such as cattle, sheep, horses and swine.

(Code 1976, § 6-14; Ord. No. 372, §§ 1, 2, 8-5-1957; Ord. No. 87-1766, § 1, 10-13-1987)

**Sec. 4-279. Noise and sanitation.**

No building shall be constructed or operated as a small animal hospital in which there would be created a nuisance or conditions which would be objectionable to adjoining property owners or injurious to their property because of noise, odors or unsanitary conditions.

(Code 1976, § 6-14; Ord. No. 372, §§ 1, 2, 8-5-1957; Ord. No. 87-1766, § 1, 10-13-1987)

**Sec. 4-280. Outdoor housing and treatment prohibited.**

No outside housing or treatment of any small animals will be permitted in connection with the operation of a small animal hospital at any time.

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(Code 1976, § 6-14; Ord. No. 372, §§ 1, 2, 8-5-1957; Ord. No. 87-1766, § 1, 10-13-1987)

**Sec. 4-281. Inspections; enforcement.**

The city will designate an inspector who will conduct periodic inspections to enforce this section.

(Code 1976, § 6-14; Ord. No. 372, §§ 1, 2, 8-5-1957; Ord. No. 87-1766, § 1, 10-13-1987)

# **SECTION IX**

## **J**

**BILL NO. 2021-77**

**ORDINANCE NO.**

**AN ORDINANCE APPROVING THE CLINICAL AFFILIATION AGREEMENT BETWEEN THE UNIVERSITY OF MISSOURI-KANSAS CITY SCHOOL OF MEDICINE AND THE CITY OF BELTON FIRE DEPARTMENT.**

**WHEREAS**, the Belton Fire Department is licensed for the operation of ambulance services; and

**WHEREAS**, the University of Missouri-Kansas City School of Medicine is engaged in the education of students participating in its Emergency Medical Services Education Program (“Program”); and

**WHEREAS**, the parties desire to enter into an agreement to create an affiliation where the University of Missouri-Kansas City School of Medicine students enrolled in the program may be assigned to Belton Fire ambulance units for clinical education under the direction of Missouri licensed emergency medical technicians or paramedics; and

**WHEREAS**, the City Council has determined it is in the best interest of the City to enter into an agreement with the University of Missouri-Kansas City School of Medicine to allow students the opportunity to participate in this program.

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

**Section 1.** That the City Council hereby authorizes and approves the Clinical Agreement, herein attached, and incorporated to this Ordinance as **Exhibit “A”** with the University of Missouri-Kansas City School of Medicine

**Section 2.** That the Mayor is authorized to sign this Agreement on the behalf of the City of Belton, Mo.

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

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

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Mayor Norman K. Larkey, Sr.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

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Mayor Norman K. Larkey, Sr.

ATTEST:

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Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, and thereafter adopted as Ordinance No. 2021-\_\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, after the second reading thereof by the following vote, to-wit:

AYES:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:

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Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

**EMERGENCY MEDICAL SERVICES EDUCATION PROGRAM  
STUDENT CLINICAL AFFILIATION AGREEMENT  
FOR FIELD-BASED SITES**

**THIS AGREEMENT** is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”), by and between **THE CURATORS OF THE UNIVERSITY OF MISSOURI ON BEHALF OF THE UNIVERSITY OF MISSOURI – KANSAS CITY SCHOOL OF MEDICINE**(“ UNIVERSITY”) and \_\_\_\_\_ (“CLINICAL SITE”).

**WITNESSETH:**

**WHEREAS**, UNIVERSITY is engaged in the education of students participating in its Emergency Medical Services Education Program (“Program”); and

**WHEREAS**, CLINICAL SITE is licensed for the operation of ambulance services; and

**WHEREAS**, the Parties desire to enter into an agreement to create an affiliation where UNIVERSITY students enrolled in the Program may be assigned to CLINICAL SITE (“Students”) for clinical education under the direction of Missouri licensed emergency medical technicians or paramedics.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the Parties hereby agree as follows:

**1. UNIVERSITY Agrees:**

1.1 To assume full responsibility for planning and execution of the Program for emergency medical technicians, emergency medical technician-intermediates, and paramedics, including programming, administration, curriculum content, faculty appointments, faculty administration, and the requirements for matriculation, promotion, and graduation.

1.2 To be responsible for planning the schedule of Student assignments to CLINICAL SITE and to notify CLINICAL SITE in advance of its planned schedule of Student assignments to clinical areas, including the dates, number of Students, and type of experience. The assignment of students will be carried out in a mutually cooperative fashion.

1.3 To provide Students who meet established standards for the Program.

1.4 To keep all records and reports of Students’ clinical education.

1.5 To provide orientation to the Program for CLINICAL SITE preceptors in consultation with CLINICAL SITE.

1.6 To require Students to comply with all rules, regulations, policies, procedures, and directions of CLINICAL SITE insofar as they may pertain to participation in the Program.

1.7 To require Students to wear photo identification tags at all times when on CLINICAL SITE premises, or while in vehicles, or otherwise accompanying employees of CLINICAL SITE while performing their duties.

1.8 To require that each Student has health insurance. Proof of such insurance will be maintained by UNIVERSITY.

1.9 To require each Student to provide professional liability insurance in the minimum amount of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) annual aggregate. Any Student who fails to maintain this coverage shall be removed by UNIVERSITY from CLINICAL SITE.

1.10 To require each Student to provide reasonable health related information, including proof of the Hepatitis B vaccination and current TB screening results, and to submit to any reasonable health screening as CLINICAL SITE requires.

1.11 To the extent permitted by Missouri law and without waiving sovereign immunity or any other Federal or Missouri immunity, assume responsibility for any and all claims, suits, liability, damages, costs, and expenses incurred due to UNIVERSITY'S acts or omissions directly related to this Agreement.

## 2. CLINICAL SITE Agrees:

2.0 To permit the Program Directors (or designees) of UNIVERSITY to visit CLINICAL SITE for purposes of ascertaining that the educational objectives for each Student's rotation are met.

2.1 To make available the clinical areas for Student experiences, including providing the necessary equipment and supplies for Program activities. CLINICAL SITE will coordinate daily operating assignments for Students.

2.2 CLINICAL SITE shall retain the right to designate dates and times that clinical experiences are available to Students, and to set the maximum number of Students allowed at CLINICAL SITE at any given time. CLINICAL SITE may temporarily suspend a clinical experience when necessary for the efficiency or effectiveness of its operations, or for the safety of its personnel and Students.

2.3 To provide qualified preceptors, with adequate orientation, for teaching and supervision of Students.

2.4 To assume responsibility for scheduling individual Students to specific EMS unit assignments, including scheduling orientation sessions at the initiation of the rotation.

2.5 That the preceptors and/or the other persons who have participated in the direct supervision of the Students, as designated by CLINICAL SITE, shall provide UNIVERSITY

with daily written evaluations of the Students' participation in the clinical rotation, within one week of the completion of the clinical rotation. One evaluation must be completed for every shift the Student participates in the clinical setting. UNIVERSITY shall provide printed evaluation forms to CLINICAL SITE and the mechanism for the timely delivery of those evaluations to UNIVERSITY. UNIVERSITY agrees to keep CLINICAL SITE informed of the level of education and training Students have received outside of CLINICAL SITE.

2.6 To furnish UNIVERSITY with a set of all policies and procedures applicable to the Program.

2.7 To provide adequate parking space for Students.

2.8 That CLINICAL SITE and/or the assigned preceptor retains ultimate responsibility for patient care and has the right to remove a Student from CLINICAL SITE if it is felt to be in the best interest of the patient or CLINICAL SITE. CLINICAL SITE shall immediately report any such removal to the Program Director.

2.9 Provide emergency care for Students in the event of injury or illness at CLINICAL SITE, including initial post-exposure treatment for blood borne pathogens. The level of care shall be equivalent to that provided to an employee of CLINICAL SITE. It is understood, however, that any care rendered shall be at the Student's sole cost.

### 3. Both Parties Agree:

3.1 That UNIVERSITY and CLINICAL SITE are separate and independent entities and neither CLINICAL SITE, UNIVERSITY, nor the employees, agents, servants, students, or instructors of any one Party shall be considered the employer, agent, servant, or affiliate of the other Party. Students are not eligible for any compensation or benefits (including worker's compensation) provided by CLINICAL SITE. Each Student participating in the Program shall execute **Exhibit B**.

3.2 That UNIVERSITY shall not disclose, and shall strictly prohibit Students from disclosing, any and all protected health information relating to patients at CLINICAL SITE, information deemed to be confidential regarding the conduct of CLINICAL SITE and its personnel, or CLINICAL SITE records. Each Student shall execute **Exhibit A** prior to participation at CLINICAL SITE.

3.3 There will be no discrimination against any Student because of race, color, religion, national origin, ancestry, age, disability, protected veteran status, sex, pregnancy, sexual orientation, gender identity, gender expression, or any other status protected by applicable Federal or Missouri law; nor will UNIVERSITY or CLINICAL SITE engage in such discrimination in their employment or personnel policies.

3.4 To have regular meetings to discuss plans, concerns, and evaluation of the Program.



3.5 This Agreement is effective for one (1) year from the Effective Date, and shall automatically renew for one (1) year terms. This Agreement may be terminated at any time by either Party upon ninety (90) calendar days advance written notice to the other Party.

3.6 Any notice request demand or other communication required by or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when received by the Party to whom directed; provided, however, that notice shall be conclusively deemed given at the time of deposit in the United States mail and sent by certified or registered mail, postage prepaid, to the other Party at the following address:

IF TO UNIVERSITY:

UMKC – School of Medicine  
ATTN: Dean, School of Medicine  
2411 Holmes Street  
Kansas City, MO 64108

IF TO CLINICAL SITE:

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3.7 This Agreement and the rights of the Parties shall be construed and governed according to the laws of the State of Missouri.

3.8 This Agreement may not be assigned by UNIVERSITY, without the express written consent of CLINICAL SITE.

3.9 This Agreement may be amended at any time by mutual agreement of the Parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both Parties. If any provision of this Agreement is found to be in conflict with the provisions of any law, such provision shall be severable and the remainder of this Agreement shall not be impaired and shall remain in full force and effect.

3.10 There are no other agreements or understandings, either oral or written, between the Parties affecting this Agreement, except as otherwise specifically provided for or referred to herein. This Agreement cancels and supersedes all previous agreements between the Parties relating to the subject matter covered by this Agreement. No change or addition to, or deletion of, any portion of this Agreement shall be valid or binding upon the Parties hereto unless the same is approved in writing by the Parties.

3.11 Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto.

3.12 The captions or headings are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.

3.13 The Parties shall comply with all applicable laws and all standards of any and all governmental authorities and regulatory and accreditation bodies relating to emergency medical services and the operation of CLINICAL SITE.

**IN WITNESS WHEREOF**, the Parties through their duly authorized agents have caused this Agreement to be executed and effective on the day and year first above written.

THE CURATORS OF THE UNIVERSITY OF MISSOURI

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

CLINICAL SITE

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to  
Legal Form



877

Sep 08, 2020

**EXHIBIT A**

**UNIVERSITY OF MISSOURI-KANSAS CITY SCHOOL OF MEDICINE  
EMERGENCY MEDICAL SERVICES EDUCATION PROGRAM  
STUDENT CONFIDENTIALITY STATEMENT  
AND  
STATEMENT OF RESPONSIBILITY**

The undersigned Student hereby acknowledges his/her responsibility under applicable Federal and Missouri laws and this Agreement to keep confidential any protected health information regarding patients of CLINICAL SITE, as well as all confidential information of Clinical Site. The undersigned agrees, under penalty of law, not to reveal to any person any protected health information regarding any patient or any confidential information of Clinical Site, except as authorized by law or Clinical Site.

The undersigned further agrees that, for and in consideration of the benefit provided the undersigned in the form of experiences in the evaluation and treatment of patients of Clinical Site, the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program unless such injury or loss arises solely out of Clinical Site's negligence or willful misconduct.

**STUDENT**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT B**

**UMKC SCHOOL OF MEDICINE  
DEPARTMENT OF EMERGENCY MEDICINE – EMS EDUCATION PROGRAM  
ACKNOWLEDGEMENT OF STUDENT STATUS IN CLINICAL SITE ROTATIONS**

STUDENT: \_\_\_\_\_

PROGRAM: ☐ EMT ☐ AEMT ☐ PARAMEDIC

I understand that experience in the clinical and field setting is required for successful completion of the UMKC EMS Education Program I am enrolled in, and that I may only attend clinical and field experience at Clinical Sites where a Clinical Affiliation Agreement is effective with UMKC School of Medicine.

I hereby acknowledge that:

My presence and role in Clinical Site are that of an EMS Student, and that while in the role of a Student, I am not an employee of the Clinical Site.

I am not entitled to any compensation in the form of wages, healthcare insurance, unemployment benefits, workers' compensation, or any other benefits that Clinical Site may offer to its employees.

The skills and practice performed by me as a Student must be under the direct supervision of a clinical preceptor affiliated with the UMKC EMS Program during scheduled clinicals. While in the role of a Student at a Clinical Site, I may not act as part of the regular staffing of an EMS Unit.

Furthermore, at any time that I am working in the capacity of a crewmember on an EMS unit either in a paid or volunteer capacity, I am not acting as a Student of the UMKC EMS Education Program, and that I may not perform any skills that are outside of the legal scope of practice for my current level of EMS licensure.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

# **SECTION IX**

## **K**

**AN ORDINANCE OF THE CITY OF BELTON, MISSOURI, AMENDING CHAPTER 19, STREETS, SIDEWALKS, RIGHTS-OF-WAY AND OTHER PUBLIC PLACES, OF THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI TO REMOVE REFERENCES TO THE PUBLIC WORKS ADVISORY COMMITTEE.**

**WHEREAS**, the City of Belton, Missouri Code of Ordinances was recodified in October 2011 and from time to time, the Code of Ordinances may be amended, supplemented, modified, or repealed by the City Council; and

**WHEREAS** S, the City of Belton Public Works Advisory Committee was established on September 27, 2011, via Resolution 2011-48 to increase dialogue with the community and serve as an advisory panel to the Public Works Department and the City concerning Public Works services; and

**WHEREAS**, the Belton Public Works Advisory Committee completed its work in 2019 and the City Council dissolved the Committee on November 30, 2021, via Resolution 2021-\_\_\_; and

**WHEREAS**, the City Council desires to amend the Code of Ordinances to remove references to the Belton Public Works Advisory Committee.

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

- Section 1.** That Chapter 19 of the Code of Ordinances, City of Belton, Missouri, is hereby amended with deletions shown in ~~strike-through~~ notation as detailed in **Exhibit A**, incorporated as if fully set forth herein by reference hereto.
- Section 2.** That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.
- Section 3.** That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

Approved this \_\_\_ day of \_\_\_\_\_, 2021.

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Mayor Norman K Larkey, Sr

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Mayor Norman K Larkey, Sr

ATTEST:

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Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, and thereafter adopted as Ordinance No. 2021-\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, after the second reading thereof by the following vote, to-wit:

AYES:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:

---

Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

## Exhibit A

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### Chapter 19 STREETS, SIDEWALKS, RIGHTS-OF-WAY AND OTHER PUBLIC PLACES

#### ***ARTICLE III. IN GENERAL***

##### **Sec. 19-101. Definitions.**

The following words, terms, and phrases, when used in this chapter, shall have the meanings given to them in this section, except where context clearly indicates a different meaning:

~~Public works committee means the committee of the city council appointed by the mayor, with the advice and consent of the city council, according to the Charter and Code, to advise routine business for the public works department of the city.~~

#### ***ARTICLE V. RIGHT-OF-WAY MANAGEMENT, USE, CONSTRUCTION, RECONSTRUCTION, IMPROVEMENTS AND REPAIRS; PERMIT/INSPECTION REQUIREMENTS***

##### **~~Sec. 19-124. Public works committee.~~**

~~The public works committee may advise staff under this chapter and make recommendations to the city council.~~

~~(Ord. No. 2016-4255, § 4(Exh. A), 8-23-2016)~~

#### ***ARTICLE IX. ACCESS MANAGEMENT PLAN***

This article is pending further review and evaluation by the department of public works, ~~public works committee~~ and other staff.

(Ord. No. 2016-4255, § 4(Exh. A), 8-23-2016)



# **SECTION IX**

## **L**

**AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2022 ADOPTED CITY BUDGET FOR THE PURPOSE OF COMPLETING BELTON SENIOR CENTER FACILITY IMPROVEMENTS AND APPROVING THE CONTRACT FOR SERVICE WITH HAREN CONTRACTING, LLC.**

**WHEREAS**, on March 23, 2021 under Ordinance 2021-4614, the City Council approved the Fiscal Year 2022 City Budget; and

**WHEREAS**, the Fiscal Year 2022 Capital Outlay General Fund budget identified Belton Senior Center facility improvements in the amount of \$30,000; and

**WHEREAS**, Haren Contracting, LLC was the only respondent to an RFP published in June 2021 requesting proposals for a floor replacement project and other facility improvements in the amount of \$36,000; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to complete this project at the Belton Senior Center to enhance services and support for area seniors.

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

**Section 1.** That the City Council hereby approves the contract for services with Haren Contracting, LLC to provide Belton Senior Center facility improvements, herein attached and incorporated as **Exhibit A** to this ordinance.

**Section 2.** In the General Fund, # 010...

INCREASE the balance by \$ 6,000 (whole dollars) of Expenditure line item, # 010-4400-495-7300, named Capital Outlay – Administration Improvements-Senior Center Building Improvements.

DECREASE the balance by \$ 6,000 (whole dollars) of Expenditure line item, # 010-1000-400-9000, named Rainy Day.

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

READ FOR THE FIRST TIME: November 30, 2021

READ FOR THE SECOND TIME AND PASSED:

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, and thereafter adopted as Ordinance No. 2021-\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, after the second reading thereof by the following vote, to-wit:

AYES:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
of the City of Belton, Missouri



**City of Belton  
Contract for Service**

**Flooring Replacement at the A. Ives Reid Celebration Center**

**Agreement for Provision of the Following Services**

Agreement made this \_\_\_\_\_, 2021 between Haren Contracting, LLC, an entity organized and existing under the laws of the State of Kansas, with its principal office located at 8035 Nieman Rd, Lenexa Kansas, hereafter referred to as the **Contractor**, and the City of Belton, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 506 Main Street, Belton, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations, or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors, and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal, they will be resolved in accordance with the terms of this contract.

This contract is effective as of \_\_\_\_\_ and coincidental with the City Manager's (or her designee) signature and attestation by the City Clerk. It shall remain in effect as described within the attachments. It is understood additional costs may need to go to the City Council for approval.

**ARTICLE I  
THE WORK**

The Contractor agrees to perform all work and provide all deliverables as specified in Request for Proposal 21-017 and the Terms and Conditions in Appendix B and according to the Contract Agreement set forth here. The Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms, and conditions as set forth within the proposal documents including insurance and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract, scheduling, and approval of the City.

**ARTICLE II  
CONTRACT SUM AND PAYMENT**

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$36,000.00. It is understood additional costs may need to go to the City Council for approval.

The City agrees to pay the Contractor as outlined in the Contract Documents and subject to deductions provided for in Articles III and V.

**ARTICLE III**  
**CONTRACT PAYMENT**

Upon completion of the project, the Contractor shall send an invoice to the City. Payment shall be made within thirty (30) days of receipt of invoice and completion of the project. The City will be the sole judge as to the sufficiency of the work performed.

Third party payment agreements will not be accepted by the City.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

**ARTICLE IV**  
**INSURANCE REQUIREMENTS**

Insurance shall be provided as outlined in Appendix B: Terms and Conditions to the Contract.

**ARTICLE V**  
**DAMAGES/DELAYS/DEFECTS**

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment, and vehicles at the end of each day so that no hazardous or dangerous situations are created within the work location and surrounding area.

Contractor will promptly and within 7 days of receiving notice thereof repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired within 7 days of receiving notice thereof, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs within 10 days of completion of the repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the

schedule below for each calendar day that the Contractor shall be in default after the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Belton and public for the use of the facility as designated. The amount will be deducted from any money due to the Contractor. The Contractor and Contractor's surety will be liable for all liquidated damages.

<b>Schedule of Liquidated Damages</b>		
Original Contract Amount		Charge per Calendar Day (\$)
From More Than (\$)	To and Including (\$)	
0	10,000	\$50
10,001	20,000	\$100
20,001	30,000	\$150

## **ARTICLE VII RESPONSIBILITIES**

The Contractor is required to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified. All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

The contractor will supervise and direct the work performed and shall be responsible for his employees. The contractor will also supervise and direct the work performed by sub-contractors and their employees and be responsible for the work performed by sub-contractors hired by the contractor.

## **ARTICLE VIII TERMINATION OF AGREEMENT**

**With Cause** – If the contractor fails to perform his/her duties as specified in this contract, the City through its appointed representative, shall notify the contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via certified mail, regular mail, and email (as applicable). If the contractor fails to correct any default after notification, the City shall have the right to immediately terminate this agreement by giving the contractor ten (10) days written notice, and delivered via certified mail, regular mail, and/or email (as applicable).

**Without Cause** – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

## **ARTICLE IX ARBITRATION**

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third-party attorney in good standing and licensed to practice law in Missouri to arbitrate the issue. Resolution of the issue will be binding upon both parties.

**ARTICLE X  
WARRANTY**

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion. Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect, or not in accordance with bid specifications.

**ARTICLE XI  
ENTIRE AGREEMENT**

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. The Contractor agrees that it has not relied upon any representations of the Contractor as to prospective performance of the goods but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement with the City of Belton the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement the day and year first written above.

THE CITY OF BELTON, MISSOURI

By: \_\_\_\_\_  
Sheila Erzen, Acting City Manager

Attest: \_\_\_\_\_  
Andrea Cunningham, City Clerk

CONTRACTOR'S NAME

By: TRENT GUSTIN

Title: MANAGER

Attest: Melissa Menow

## **APPENDIX A SCOPE OF SERVICES**

Flooring replacement at the A. Ives Reid Celebration Center (Belton Senior Center)  
609 Minnie Ave, Belton MO 64012.

### **ANTICIPATED SCOPE OF SERVICES**

(Final Scope of Services will depend on accepted bid [see alternative configuration language in the RFP])

The RFP allowed for an alternate proposal. Haren Contracting, LLC submitted an alternate scope of services which the City accepted. Appendix A has been amended to Haren's alternate scope of service, herein attached.



**APPENDIX A  
SCOPE OF SERVICES**



Date: 11/11/21

**Job Ref:**

**A Ives Reid Celebration Center Flooring Replacement (RFP# 21-017)**

City of Belton  
609 Minnie Ave  
Belton, MO

**Submitted to:**

Shelby Bigby  
[sbigby@belton.org](mailto:sbigby@belton.org)

Shelby,

Haren Contracting, LLC is happy to provide the City of Belton the following proposal for the flooring replacement at the Celebration Center.

**General Conditions**

- Daily cleanup, layout & supervision for the Flooring Replacement
- Unload, inventory & distribute all material
- Provide misc. screws, shims, fasteners, adhesives, etc.
- No sales tax included
- No Overtime or Prevailing Wages included

**Scope Of Work-**

**DEMO-**

- Remove all cove base
- Remove (2) toilets and supply line
- Remove (3) sinks, supply lines, and trap
- Remove (1) drinking fountain
- Remove 6 LF base cabinet and countertop
- Remove 12 LF base/ upper cabinets and countertop
- Removal of mop sink/ faucet/ supply lines/ trap
- Relocate refrigerator and stove to install the new flooring

**NEW SCOPE-**

- New commercial grade LVT (budget of \$4sf)
- Install VCT to patch in where cabinets have been removed
- New 4" cove base with a toe complete
- Provide and install (2) new toilets with wax rings and supply lines
- Provide and install (2) new sinks with supply lines, traps, and faucet
- Provide and install (1) new hand washing sink and faucet with supply lines and trap
- Provide and install (1) new bottle filler to existing drinking fountain
- Provide and install new mop sink and faucet
- Provide and install wall registers where cabinets have been removed
- Drywall repairs as needed for paint
- Paint the ceilings, walls, and doors/ frames

**Work by others (Not included in our quote)**

- Doors/ frames/ HDWE replacement
- Cabinets/ countertops
- LED Lighting
- Plumbing- relocation of water lines, drains, vent, or anything behind drywall that is not accessible.
- Any and all scopes are excluded for employee entrance (Bobbi's office)

**Additional Exclusions/Clarifications**

- Quote based on scope of work in RFP# 21-017
- No Permit cost included, city can inspect work at any time during construction for code compliance
- Quote based on a Standard unmodified AIA A101 Agreement or other mutually agreeable contract
- Payment within 20 days after invoice, billed monthly
- Retainage paid within 30 days of completion
- All work not specifically listed above is excluded



**BREAKDOWN OF COST-**

Demo/ Debris removal-	\$800.00
Flooring and cove base-	\$9,540.00
Drywall Repairs-	\$300.00
Painting-	\$900.00
Plumbing-	\$2,285.44
Bottle Filler-	\$800.00
Labor-	\$6,439.08
Truck Driver-	\$597.84
Supervision- (working foremen)	\$7,512.48
GL Insurance-	\$100.00
OVH&P-	\$6,725.16

**For the lump sum price of \$36,000.00**

Respectfully Submitted,

**Trent Gustin | *Field Production Manager***  
Haren Contracting, LLC  
[Tgustin@harencompanies.com](mailto:Tgustin@harencompanies.com)  
M:816-200-6054  
O:913-495-9558

## **APPENDIX B**

### **Terms and Conditions**

#### **A. Contract Award**

The contract will be awarded based on the base bid plus alternates as selected by the City. Alternates may increase or decrease the total bid price depending on the price of the alternate. Some alternates may be additional items, while others may be replacement of other line items.

#### **B. Insurance**

The Contractor shall procure, maintain, and provide proof of General Liability and Workman's Compensation (as applicable) insurance coverages and naming the City of Belton as a certificate holder. A Certificate of Insurance shall be on file with the City Clerk at the time of contract award.

Contractor shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. Policies containing a Self-Insured Retention are unacceptable to City.

- General Liability coverage in an amount not less than five hundred thousand dollars (\$500,000.00).
- Workers' Compensation coverage or an affidavit signed by the applicant attesting that the Contractor is exempt from the requirements of the Workers' Compensation Law, Chapter 287, RSMo, 1994, as amended, or applicable successor statutes. It is unlawful, pursuant to RSMo 287.128, for any contractor to provide fraudulent information pursuant to this section.

#### **C. Hold Harmless Clause**

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Belton, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

#### **D. Exemption from Taxes**

The City of Belton is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore, the City shall not be charged taxes for materials or labor.

#### **E. Employment Discrimination by Contractors Prohibited/Wages/ Information**

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an

equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient to meet this requirement.

#### F. Invoicing and Payment

Upon completion of the project, the Contractor shall send an invoice of actual services rendered and actual costs to the City. Payment shall be made within thirty (30) days of receipt of invoice and completion of the project. Payment shall be held pending any verification of the amount claimed or the validity of the claim. The City will be the sole judge as to the sufficiency of the work performed.

Third party payment agreements will not be accepted by the City.

#### G. Cancellation

The City of Belton reserves the right to cancel and terminate this contract in part or in whole without penalty upon thirty (30) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

#### H. Contractual Disputes

The Contractor shall give written notice to the City of Belton of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Belton shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the City Manager or her designee. The City Manager shall render a decision within sixty (60) days of receipt of the appeal.

#### I. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

#### J. Applicable Laws

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Belton codes.

#### K. Drug/Crime Free Workplace

The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on City of Belton property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession, or use of alcohol or other drugs.
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Belton in addition to any criminal penalties that may result from such conduct.

#### L. Inspection

At the conclusion of the project, the Contractor shall demonstrate to the City Manager or her designee that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Belton.

#### M. Escalation of Fees

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

#### N. Permits/License

The successful Contractor shall be responsible for obtaining all permits and for incurring all expenses associated with those permits prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the Business License required of all vendors doing business within the City limits of Belton (unless otherwise directed by the City Clerk). This license can be obtained from the Office of the City Clerk, 506 Main Street, Belton, Missouri 64012. Any applicable project permits can be obtained from the Planning Department, 520 Main Street, Belton, Missouri 64012.

#### O. Performance Bond

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of the contract documents and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

#### P. Rejection of Bids

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to waive informalities or deficiencies therein to negotiate with any or all bidders or others for more favorable terms or prices and to award the contract to other than the bidder submitting the lowest cost bid proposal with or without negotiation and to determine which is the lowest, best, and more responsive to accept, at its option, any alternates.

**Q. Release of Information**

Pursuant to RSMo 610.021.12 all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

**R. Affidavit of Work Authorization**

See Attachment 1.

Attachment 1

**AFFIDAVIT OF WORK AUTHORIZATION**  
(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE** – Any person performing work or service of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM** – Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY** – A person acts knowingly or with knowledge,

(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN** – An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared TRENT GUSTIN, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor TRENT GUSTIN

Company HAREN CONTRACTING, LLC

Address 8035 NIEMAN RD., LENEXA, KS 66214

1. I am of sound mind and capable of signing this Affidavit and am personally acquainted with the facts stated herein.
2. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Belton: Project #21-013.
3. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
4. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Company HAREN CONTRACTING, LLC

Signature [Signature]

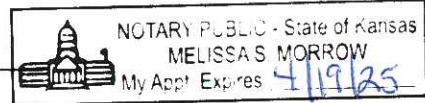


Name TRENT GUSTIN  
Title MANAGER

Subscribed and sworn to before me this 22<sup>nd</sup> day of November, 2021.

STATE OF KS  
COUNTY OF Johnson

Notary Public Melissa S. Morrow  
My Commission Expires 4/19/25



**PLEASE NOTE:** Acceptable enrollment and participation documentation consists of the following two (2) pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security - Verification Division.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/3/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> HUB International Mid-America 9200 Ward Parkway Suite 500 Kansas City MO 64114	<b>CONTACT NAME:</b> Certificate Department	<b>PHONE (A/C, No, Ext):</b> 816-708-4600	<b>FAX (A/C, No):</b> 816-203-4425
	<b>E-MAIL ADDRESS:</b> HUB-KC.Certificates@HUBInternational.com		
<b>INSURED</b> Haren Contracting, LLC 8035 Nieman Road Lenexa, KS 66214	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Midwest Builders Casualty		
	INSURER B : Employers Mutual Casualty Company		21415
	INSURER C : Lloyd's of London		15792
	INSURER D :		
	INSURER E :		
INSURER F :			

## COVERAGES

CERTIFICATE NUMBER: 376829334

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6X34225	6/7/2021	6/7/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6X34225	6/7/2021	6/7/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		6X34225	6/7/2021	6/7/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WC10000021722021A	6/7/2021	6/7/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional/Pollution Liability			PF00151A20	6/16/2021	6/7/2022	Ea. Claim/Agg- Ded \$1M/\$1M - 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City of Belton, Missouri is Additional Insured as respects the General and Umbrella Liability policies.

## CERTIFICATE HOLDER

## CANCELLATION

City of Belton, Missouri  
Public Works Department  
506 Main Street  
Belton MO 64012

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# STATE OF MISSOURI



**John R. Ashcroft**  
**Secretary of State**

## CERTIFICATE OF REGISTRATION

WHEREAS,

*Haren Contracting, LLC*  
*FL001422940*

existing under the laws of the State of Wyoming has filed with this state its Application of Registration and whereas this Application of Registration conforms to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, by virtue of the authority vested in me by law, do hereby certify and declare that on the 12th day of February, 2018, the above Foreign Limited Liability Company is duly authorized to transact business in the State of Missouri and is entitled to any rights granted Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 12th day of February, 2018.

  
Secretary of State



# **SECTION IX**

## **M**

**AN ORDINANCE APPROVING A FINAL PLAT FOR BRONSON MANOR; A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI, AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE PLAT FOR RECORDING WITH THE CASS COUNTY RECORDER'S OFFICE.**

**WHEREAS**, the Planning Commission is authorized pursuant to Section 36-35 of the Unified Development Code to review and approve, approve conditionally, or disapprove final plats within a reasonable time after submission; and

**WHEREAS** the Planning Commission convened a meeting on October 18, 2021, and reviewed and recommended approval of the final plat of Bronson Manor to the City Council; and

**WHEREAS** the City Council finds that this plat meets the standards for platting as set forth in the Unified Development Code and is in the best interest of the City to approve the plat for recording.

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

- Section 1. That the City Council of the City of Belton hereby concurs with the recommendation of the Planning Commission and approves the Final Plat of Bronson Manor attached hereto and incorporated as if fully set forth herein.
- Section 2. The Mayor and the City Clerk are hereby authorized to sign the plat, acknowledging that the plat meets all requirements of the Unified Development Code.
- Section 3. The plat shall be recorded at the Cass County Recorder of Deeds, and a copy kept on permanent file at the City of Belton.
- Section 4. The final plat shall be recorded within one year of City Council approval or the approval shall be considered null and void.
- Section 5. That this Ordinance shall take effect and be in full force from and after its passage and approval.

READ FOR THE FIRST TIME: November 30, 2021

READ FOR THE SECOND TIME AND PASSED:

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, and thereafter adopted as Ordinance No. 2021-\_\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, after the second reading thereof by the following vote, to-wit:

AYES:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
of the City of Belton, Missouri



BRONSON MANOR  
A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER  
OF SECTION 07, TOWNSHIP 46 NORTH, RANGE 32 WEST  
BELTON, CASS COUNTY, MISSOURI

ORDERED BY  
SARAH M BRONSON  
TYLER BROCK BRONSON  
16414 SLATER AVE  
BELTON, MO 64012  
SARAH MOBILE: (816) 803-6451  
TYLER MOBILE: (816) 898-1085

FLOOD STATEMENT  
THE LAND DESCRIBED FALLS WITHIN ZONE "X"  
(AREAS DETERMINED TO BE OUTSIDE THE 0.2%  
ANNUAL CHANCE FLOOD PLAIN) PER FLOOD  
INSURANCE RATE MAP (FIRM).  
CASS COUNTY, MISSOURI  
PANEL 28 OF 480  
MAP NUMBER: 29037C0028F  
EFFECTIVE DATE: JANUARY 02, 2013

TITLE COMMITMENT  
NO TITLE COMMITMENT WAS PROVIDED  
AT THE TIME OF THIS SURVEY

PLAT DESCRIPTION

A tract of land in the Northeast Quarter of Section 07, Township 46 North, Range 32 West of the Fifth Principal Meridian, in the City of Belton, Cass County, Missouri, more particularly described as follows: Beginning at the Northeast corner of Lot 19, BEL-RAY ESTATES LOTS 1 THRU 64 - TRACTS "A" THRU "F", a subdivision recorded January 14, 1971 as Instrument #23630 in Plat Book 4 at Page 74, Cass County Recorder of Deeds, said corner being the True Point of Beginning; thence North 73° 24' 39" West, along the North line of said Lot 19, a distance of 79.87 feet to the Northwest corner of said Lot 19; thence South 16° 56' 10" West, along the West line of said Lot 19, a distance of 120.00 feet to the Southwest corner of said Lot 19, said corner being on the Northerly right-of-way line of Bel-Ray Drive, as now established; thence on a curve to the left, having an initial tangent bearing of North 73° 03' 50" West, with a radius of 2095.14 feet, along said Northerly right-of-way line, an arc length of 20.00 feet to the Southeast corner of Lot 146, BEL-RAY ESTATES LOTS 141 THRU 192, a subdivision recorded August 11, 1972 as Instrument #33938 in Plat Book 5 at Page 22, Cass County Recorder of Deeds; thence North 16° 56' 10" East, along the East line of said Lot 146, a distance of 118.45 feet to the Northeast corner of said Lot 146; thence North 77° 48' 11" West, along the North line of said Lot 146 and the North line of Lot 147, of said BEL-RAY ESTATES LOTS 141 THRU 192, a distance of 175.35 feet to the Northwest corner of said Lot 147; thence North 03° 00' 56" East, along the East lines of Lot 149, Lot 150 and Lot 151, of said BEL-RAY ESTATES LOTS 141 THRU 192, a distance of 225.00 feet to the Northeast corner of said Lot 151; thence North 16° 34' 34" East, along the Easterly lines of Lot 192 and Lot 191, of said BEL-RAY ESTATES LOTS 141 THRU 192, a distance of 111.71 feet to the Northeast corner of said Lot 191; thence North 54° 50' 56" East, along the Easterly lines of Lot 190, Lot 189, Lot 188, Lot 187 and the extension thereof, of said BEL-RAY ESTATES LOTS 141 THRU 192, a distance of 308.00 feet to the Southeast corner of Lot 186, said BEL-RAY ESTATES LOTS 141 THRU 192; thence South 40° 00' 00" East along the Southeasterly extension of the Southerly line of said Lot 186, a distance of 28.62 feet to a point along the Westerly extension of the South line of Lot 182, of said BEL-RAY ESTATES LOTS 141 THRU 192; thence South 86° 59' 04" East, along said Westerly extension, a distance of 27.65 feet to the Southwest corner of said Lot 182; thence South 03° 00' 56" West along the West line of Lot 181, of said BEL-RAY ESTATES LOTS 141 THRU 192, and along the West lines of Lot 88, Lot 89 and Lot 90, BEL-RAY ESTATES LOTS 65 THRU 90, a subdivision recorded January 12, 1972 as Instrument #29604 in Plat Book 4 at Page 96, Cass County Recorder of Deeds, a distance of 293.94 feet to the Southwest corner of said Lot 90; thence South 82° 26' 53" East, along the South line of said Lot 90, a distance of 119.65 feet to a point on the West right-of-way line of McKinley Street, as now established (25 feet West of centerline); thence on a curve to the right, having an initial tangent bearing of South 05° 04' 32" West, with a radius of 1123.91 feet, along said West right-of-way line, an arc length of 25.01 feet to the Northeast corner of Lot 24, of said BEL-RAY ESTATES LOTS 1 THRU 64 - TRACTS "A" THRU "F"; thence North 82° 26' 53" West, along the North line of said Lot 24, a distance of 118.47 feet to the Northwest corner of said Lot 24; thence South 10° 39' 58" West, along the West line of said Lot 24 and the West line of Lot 23, of said BEL-RAY ESTATES LOTS 1 THRU 64 - TRACTS "A" THRU "F", a distance of 125.20 feet to the Southwest corner of said Lot 23; thence South 18° 07' 00" West, along the West lines of Lot 22 and Lot 21, of said BEL-RAY ESTATES LOTS 1 THRU 64 - TRACTS "A" THRU "F", a distance of 103.51 feet to the point of beginning.

Containing 144,487 square feet or 3.32 acres, more or less.

**DEDICATION:** THE UNDERSIGNED PROPRIETOR(S) OF THE REAL ESTATE DESCRIBED HEREIN HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS **"BRONSON MANOR"**. IT SHALL BE SUFFICIENT DESCRIPTION OF EACH LOT PLATTED HEREIN TO BE DESIGNATED BY THE NUMBER WHICH APPEARS ON EACH LOT FOLLOWED BY THE WORDS **"BRONSON MANOR"**.

**EASEMENT DEDICATION:** AN EASEMENT IS HEREBY GRANTED TO BELTON, MISSOURI, FOR THE PURPOSE OF LOCATING, CONSTRUCTING, OPERATING AND MAINTAINING FACILITIES FOR WATER, GAS, ELECTRICITY, SEWAGE, TELEPHONE, CABLE TV AND SURFACE DRAINAGE INCLUDING, BUT NOT LIMITED TO, UNDERGROUND PIPES AND CONDUITS, PAD MOUNTED TRANSFORMERS, SERVICE PEDESTALS, ANY OR ALL OF THEM UPON, OVER, UNDER AND ALONG THE STRIPS OF LAND DESIGNATED UTILITY EASEMENTS (UE). WHERE OTHER EASEMENTS ARE DESIGNATED FOR A PARTICULAR PURPOSE, THE USE THEREOF SHALL BE LIMITED TO THAT PURPOSE ONLY. ALL THE ABOVE EASEMENTS SHALL BE KEPT FREE FROM ANY AND ALL OBSTRUCTIONS WHICH WOULD INTERFERE WITH THE CONSTRUCTION OR RECONSTRUCTION AND PROPER, SAFE AND CONTINUOUS MAINTENANCE OF THE AFORESAID USES AND SPECIFICALLY THERE SHALL NOT BE BUILT THEREON OR THEREOVER ANY STRUCTURE (EXCEPT DRIVEWAYS, PAVED AREAS, GRASS, SHRUBS AND FENCES, WITH THE EXCEPTION OF DRAINAGE EASEMENTS (DE) WHERE NO FENCES SHALL BE ERECTED) NOR SHALL THERE BE ANY OBSTRUCTION TO INTERFERE WITH THE AGENTS AND EMPLOYEES OF BELTON, MISSOURI AND ITS FRANCHISED UTILITIES FROM GOING UPON SAID EASEMENT AND AS MUCH OF THE ADJOINING LANDS AS MAY BE REASONABLY NECESSARY IN EXERCISING THE RIGHTS GRANTED BY THE EASEMENTS. NO EXCAVATION OR FILL SHALL BE MADE OR OPERATION OF ANY KIND OR NATURE SHALL BE PERFORMED WHICH WILL REDUCE OR INCREASE THE EARTH COVERAGE OVER THE UTILITIES ABOVE STATED OR THE APPURTENANCES THERETO WITHOUT THE WRITTEN APPROVAL OF THE DIRECTOR OF PUBLIC WORKS, AS TO ALL EASEMENTS DEDICATED TO THE CITY.

**DRAINAGE EASEMENT MAINTENANCE:** AREAS DESIGNATED AS DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE PROPERTY OWNER.

**STREETS:** STREETS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED FOR PUBLIC USE AS STREET RIGHT-OF-WAY, ARE HEREBY SO DEDICATED.

**BUILDING LINES:** BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED, AS SHOWN ON THE ACCOMPANYING PLAT, AND NO BUILDING OR PORTION THEREOF SHALL BE BUILT BETWEEN THIS LINE AND THE LOT LINE NEAREST THERETO.

**IN TESTIMONY WHEREOF:** THE UNDERSIGNED OWNER(S) HAVE SUBSCRIBED THEIR NAMES ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

NAME: \_\_\_\_\_ NAME: \_\_\_\_\_

STATE OF MISSOURI )  
COUNTY OF CASS ) SS

BE IT REMEMBERED THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME

TO ME PERSONALLY KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARY SEAL THE DAY AND YEAR ABOVE WRITTEN.

MY COMMISSION EXPIRES: \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

CITY PLANNING COMMISSION:

THIS PLAT OF **"BRONSON MANOR"** HAS BEEN SUBMITTED TO AND APPROVED BY THE BELTON PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

CHAIRMAN: \_\_\_\_\_ COMMUNITY DEV. DIRECTOR: \_\_\_\_\_

BOARD OF ALDERMAN:

THIS IS TO CERTIFY THAT THIS PLAT OF **"BRONSON MANOR"** WAS DULY SUBMITTED TO AND APPROVED BY THE BOARD OF ALDERMAN OF BELTON, MISSOURI, BY ORDINANCE NO. \_\_\_\_\_ DULY AUTHENTICATED AS PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

MAYOR: \_\_\_\_\_ CITY CLERK: \_\_\_\_\_

I, MICHAEL J. HUFFMAN, DO HEREBY CERTIFY THAT THE ABOVE PLAT OF SURVEY IS BASED ON AN ACTUAL FIELD SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY THE MISSOURI DEPARTMENT OF AGRICULTURE LAND SURVEY PROGRAM, AND MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS AND LANDSCAPE ARCHITECTS. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH ALL STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SUBDIVISIONS TO THE BEST OF MY BELIEF.

HUFFMAN LAND SURVEYORS, LLC

PO Box 661  
Raymore, MO 64083  
Office: (816) 322-4544  
Email: huffsurveyor@gmail.com  
Corporation License 2019002651

MICHAEL J. HUFFMAN  
MO. RLS-2268

September 02, 2021  
DATE

LEGEND

- F.I.B. FOUND IRON BAR
- F.C.M. FOUND CURB MARK
- S.I.B. SET 1/2" IRON BAR W/CAP LS-2268
- BROKEN SCALE

BASIS OF BEARING

COORDINATES SHOWN ARE NAD83 MISSOURI-WEST ZONE (U.S. SURVEY FEET) DERIVED FROM CONTROL STATION CA-06 USING TRIMBLE GPS EQUIPMENT.

GRID FACTOR = 0.9998971  
RECIPROCAL = 1.0001029  
METERS TO US SURVEY FEET = 3.28083333

STATION CA-06 STATE PLANE COORDINATES (METERS)  
NORTHING = 295984.101  
EASTING = 850802.270  
ELEVATION = 313.5

STATION CA-06 STATE PLANE COORDINATES (US SURVEY FEET)  
NORTHING = 971074.5037  
EASTING = 2791340.4447  
ELEVATION = 1028.54

BRONSON MANOR  
BEL-RAY ESTATES BRONSON  
BELRAY DR & MCKINLEY ST  
BELTON, MO 64012

REVISED: \_\_\_\_\_  
DWG: Bel-Ray Estates Bronson.dwg  
PROJ: Cass\Belton\Bel-Ray Estates Bronson  
TYPE: Urban Property Survey



DRIVING: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_  
DATE: SEPTEMBER 02, 2021  
SCALE: 1" = 50'  
SHEET 1 OF 1

# **SECTION IX**

## **N**



**AN ORDINANCE APPROVING A FINAL PLAT FOR TRADITIONS 6<sup>th</sup> PLAT; A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI, AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE PLAT FOR RECORDING WITH THE CASS COUNTY RECORDER'S OFFICE.**

**WHEREAS**, the Planning Commission is authorized pursuant to Section 36-35 of the Unified Development Code to review and approve, approve conditionally, or disapprove final plats within a reasonable time after submission; and

**WHEREAS** the Planning Commission convened a meeting on October 18, 2021, and reviewed and recommended approval of the final plat of Traditions 6<sup>th</sup> Plat to the City Council; and

**WHEREAS** the City Council finds that this plat meets the standards for platting as set forth in the Unified Development Code and is in the best interest of the City to approve the plat for recording.

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

- Section 1. That the City Council of the City of Belton hereby concurs with the recommendation of the Planning Commission and approves the Final Plat of Traditions 6<sup>th</sup> Plat attached hereto and incorporated as if fully set forth herein.
- Section 2. The Mayor and the City Clerk are hereby authorized to sign the plat, acknowledging that the plat meets all requirements of the Unified Development Code.
- Section 3. The plat shall be recorded at the Cass County Recorder of Deeds, and a copy kept on permanent file at the City of Belton.
- Section 4. The final plat shall be recorded within one year of City Council approval or the approval shall be considered null and void.
- Section 5. That this Ordinance shall take effect and be in full force from and after its passage and approval.

READ FOR THE FIRST TIME: November 30, 2021

READ FOR THE SECOND TIME AND PASSED:

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, and thereafter adopted as Ordinance No. 2021-\_\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, after the second reading thereof by the following vote, to-wit:

AYES:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
of the City of Belton, Missouri



