AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
DECEMBER 5, 2016
7:00 PM

1. **Call to Order & Pledge of Allegiance**

2. **Present**

   A. **Roll Call**

3. **Ceremonial Matters**

4. **Public Participation**

5. **Approval of Minutes**

   A. **Board of Aldermen - Work Session - Nov 21, 2016 6:00 PM**

   B. **Board of Aldermen - Regular Meeting - Nov 21, 2016 7:00 PM**

6. **Agenda Items**

   A. **Council Bill 077: An Ordinance of the Board of Aldermen of the City of Harrisonville, Missouri to Authorize and Direct the Mayor to Enter into an Agreement with the Missouri Department of Transportation to Permit a Monument Sign Currently Located on Highway 291 by McDonalds.**

   B. **Council Bill 081: A RESOLUTION TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF HARRISONVILLE, MISSOURI, AND MID-AMERICA REGIONAL COUNCIL (MARC) RELATING TO THE REGIONAL HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM FOR FISCAL YEAR 2017**

   C. **Public Hearing for Council Bill 082: AN ORDINANCE OF THE CITY OF HARRISONVILLE, MISSOURI, GRANTING A SPECIAL USE PERMIT ALLOWING FOR THE EXISTING STRUCTURE TO BE USED FOR STORAGE UNITS AT 112 N. INDEPENDENCE STREET IN HARRISONVILLE, CASS COUNTY, MISSOURI.**

D. Council Bill 082: AN ORDINANCE OF THE CITY OF HARRISONVILLE, MISSOURI, GRANTING A SPECIAL USE PERMIT ALLOWING FOR THE EXISTING STRUCTURE TO BE USED FOR STORAGE UNITS AT 112 N. INDEPENDENCE STREET IN HARRISONVILLE, CASS COUNTY, MISSOURI.

E. Council Bill 083: AN ORDINANCE AMENDING THE OPERATING BUDGET FOR THE CITY OF HARRISONVILLE, MISSOURI, FOR THE FISCAL YEAR JANUARY 1, 2016 THROUGH DECEMBER 31, 2016.

F. Council Bill 084: AN ORDINANCE TO ESTABLISH 4-WAY STOP SIGNS FOR THE INTERSECTION OF ELM STREET AND HALSEY STREET

G. Council Bill 085: Ordinance Authorizing Not to Exceed $9,544,000 Combined Waterworks and Sewerage System Revenue Bonds

H. Harrisonville Senior Living & 353 Financing

I. Discussion - Inspections

7. Aldermen and Committee Reports

8. Report from the City Administrator

9. Report from the Mayor

10. Adjourn to Executive Session -- Personnel [RSMo 610.021(3)]

11. Adjourn From Regular Session

Posted on City Hall Bulletin Board this 2nd day of December 2016

____

Kim Hubbard, City Clerk

The Board of Aldermen meeting is an open meeting but is not a meeting of the public. There is a place on the agenda for comments of citizens under PUBLIC PARTICIPATION. Our rule is that comments by any individual or group shall not exceed (4) minutes. The Board of Aldermen request that concerns be initially addressed at the appropriate action level before coming to the Board of Alderman

City of Harrisonville est. 1836

MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
WORK SESSION
CITY HALL
NOVEMBER 21, 2016
6:00 PM

1. Call to Order

The meeting was called to order at 6:00 PM by Mayor Brian Hasek

Attendee Name	Organization	Title	Status	Arrived
Judy Bowman	Harrisonville	Board Member	Present	
Clint Long	Harrisonville	Board Member	Present	
Josh Stafford	Harrisonville	Board Member	Present	
David Dickerson	Harrisonville	Board Member	Absent	
Matt Turner	Harrisonville	Board Member	Present	
Marcia Milner	Harrisonville	Board Member	Absent	
Judy Reece	Harrisonville	Board Member	Present	
Brad Bockelman	Harrisonville	Board Member	Present	
Brian Hasek	Harrisonville	Mayor	Present	

Also present: City Administrator Mike Tholen, Parks & Recreation Director Chris Deal, Finance Director Marcella McCoy, and Deputy City Clerk Sheryl Stanley, recording

2. Discussion Items

A. AN ORDINANCE CALLING A SPECIAL ELECTION IN THE CITY OF HARRISONVILLE, MISSOURI, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF SAID CITY THE FOLLOWING PROPOSITION, TO-WIT: "SHALL THE CITY OF HARRISONVILLE, MISSOURI BE AUTHORIZED TO CONTINUE TO IMPOSE A SALES TAX AT A RATE OF ONE-QUARTER PERCENT, CURRENTLY SCHEDULED TO EXPIRE AT THE END OF 2022, FOR THE PURPOSE OF PROVIDING FUNDS FOR THE OPERATION, MAINTENANCE, IMPROVEMENT, AND EXPANSION OF PARKS & RECREATION AMENITIES AND SERVICES? THIS MEASURE DOES NOT INCREASE THE EXISTING SALES TAX." AND DESIGNATING THE TIME OF HOLDING SAID ELECTION; PRESCRIBING THE FORM OF NOTICE OF SAID ELECTION AND THE FORM OF BALLOT TO BE USED THEREAT; AND AUTHORIZING THE CITY CLERK TO GIVE NOTICE OF SAID ELECTION.

Parks & Recreation Director Deal gave a summary of the proposed ballot question and reminded aldermen that a copy of the revised PowerPoint and brochure were included in their packets for the 7 p.m. meeting. He said that information is also available in the lobby of the Community Center, on social media, and other locations around town. He also said that parks' representatives had given a program to Rotary Club about the need to extend the sales tax. He stressed that there will be no tax increase and that the Park Board has voted 100% support for the project.

Alderman Bowman asked for clarification on whether the request was for 1/4 or 1/2 percent, and Director Deal said it was for 1/4 percent. She asked if there was a sunset on this sales tax, and Director Deal said there was no time limit. There were no further questions from aldermen.

Mayor Hasek told those in attendance that he had received questions regarding why we are asking that the tax be extended now, when it was not set to expire for several years, and he said having this tax locked in will give parks' staff the opportunity to budget and plan for the future. He also said the Parks Board is already working to inform voters about the issue, and urged the aldermen to share the information they were given with voters.

3. Close Meeting

The meeting was adjourned at 6:10 p.m.

Brian Hasek, Mayor & Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

City of Harrisonville est. 1836

MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
NOVEMBER 21, 2016
7:00 PM

1. Call to Order & Pledge of Allegiance

The meeting was called to order by Mayor Brian Hasek at 7:01 p.m. Mayor Hasek asked that a moment of silence be observed for the late Keith Thomas, Director of the Electric Utility.

2. Present

Attendee Name	Organization	Title	Status	Arrived
Judy Bowman	Harrisonville	Board Member	Present	
Clint Long	Harrisonville	Board Member	Present	
Josh Stafford	Harrisonville	Board Member	Present	
David Dickerson	Harrisonville	Board Member	Present	
Matt Turner	Harrisonville	Board Member	Present	
Marcia Milner	Harrisonville	Board Member	Present	
Judy Reece	Harrisonville	Board Member	Present	
Brad Bockelman	Harrisonville	Board Member	Present	
Brian Hasek	Harrisonville	Mayor	Present	

Also present: City Attorney John Fairfield, City Administrator Mike Tholen, Chief of Police John Hofer, Interim Director of Emergency Services Eric Myler, Director of Public Works Eric Patterson, Street Superintendent Rodney Jacobs, Community Development Director Rick DeLuca; Parks & Recreation Director Chris Deal, Finance Director Marcella McCoy, and Deputy City Clerk Sheryl Stanley, recording.

3. Ceremonial Matters

A. A Service Award Honoring Johnny Coday, Fire/EMS, for 20 Years of Service

4. Public Participation

No one came forward for Public Participation.

5. Approval of Minutes

A. Board of Aldermen - Budget Meeting - Nov 1, 2016 6:00 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	David Dickerson, Board Member
SECONDER:	Marcia Milner, Board Member
AYES:	Bowman, Long, Stafford, Dickerson, Turner, Milner, Reece, Bockelman

B. Board of Aldermen - Special Meeting - Nov 2, 2016 5:30 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Matt Turner, Board Member
SECONDER:	Judy Bowman, Clint Long
AYES:	Bowman, Long, Stafford, Dickerson, Turner, Milner, Reece, Bockelman

C. Board of Aldermen - Regular Meeting - Nov 7, 2016 7:00 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Marcia Milner, Board Member
SECONDER:	Judy Reece, Board Member
AYES:	Bowman, Long, Stafford, Dickerson, Turner, Milner, Reece, Bockelman

6. Agenda Items

A. Special Event Permit: Christmas on the Square

Police Chief John Hofer presented the application which was submitted by the Love the Square organization. He said these activities have been held in the past and he detailed some of the plans for this year. The application passed unanimously.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Marcia Milner, Board Member
SECONDER:	Judy Bowman, Board Member
AYES:	Bowman, Long, Stafford, Dickerson, Turner, Milner, Reece, Bockelman

B. AN ORDINANCE ADOPTING AN OPERATING BUDGET FOR THE CITY OF HARRISONVILLE, MISSOURI, FOR THE FISCAL YEAR JANUARY 1, 2017 THROUGH DECEMBER 31, 2017.

Prior to taking up Council Bill 75, Alderman Bockelman asked City Attorney Fairfield how the board might require that future city budgets be simplified and perhaps restructured so that they can be more quickly and easily understood. He said this is something he would like to see work begin on after the audit is completed. Mr. Fairfield said the board can decide how to do this at any point in the future and it should be considered in the form of a resolution. City Administrator Tholen said the staff would welcome the aldermen's suggestions and input on the budget; certain funds are set, but there is room for flexibility also. Mayor Hasek said he would call a work session for this purpose after the new year, and Mr. Fairfield said the question might also be taken up by the Budget Committee.

City Attorney John Fairfield read Council Bill 075 for its second reading. Alderman Dickerson moved that the budget be amended, according to the requests made by Mayor

Hasek in his Nov. 18 email, namely 1) eliminating funding for the positions of Communication Supervisor; Facility Manager; and reclassification of the Payroll Specialist; 2) eliminating any new funds to the Dangerous Building Fund and adjusting that fund balance so it is pegged at $10,000; 3) restoring $10,000 to the Police Department departmental budget to purchase the canine officer; and 4) adding another $50,000 to the Street Department budget for street and sidewalk repair.

Following a lengthy discussion on all facets of the proposed revisions, the aldermen voted 4-4 on the motion to amend, and Mayor Hasek broke the tie by voting to approve. Motion approved, 5-4. Following its passage, Council Bill 075 was designated Ordinance 3383 by the mayor.

RESULT:	**ADOPTED AS AMENDED [5 TO 3]**
AYES:	Long, Stafford, Dickerson, Turner, Bockelman
NAYS:	Judy Bowman, Marcia Milner, Judy Reece

C. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH RENEWAL WEST LLC IN AN AMOUNT NOT TO EXCEED $75,000.00

Director of Public Works Eric Patterson said the City has contracted with Renewal West for the city's sludge hauling for the last two years, that he has no complaints regarding their service, and he would like to renew that contract. Following its unanimous passage, Council Bill 076 was designated Resolution 040 by Mayor Hasek.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	David Dickerson, Board Member
SECONDER:	Clint Long, Board Member
AYES:	Bowman, Long, Stafford, Dickerson, Turner, Milner, Reece, Bockelman

D. An Ordinance of the Board of Aldermen of the City of Harrisonville, Missouri to Authorize and Direct the Mayor to Enter into an Agreement with the Missouri Department of Transportation to Permit a Monument Sign Currently Located on Highway 291 by McDonalds.

Council Bill 077 was read for the first time by City Attorney John Fairfield and Director of Public Works Eric Patterson explained the need to permit the monument sign located on Highway 291 according to the Missouri Department of Transportation requirements. The bill will be read for a second time at the December 5 meeting.

RESULT:	**FIRST READING**
	Next: 12/5/2016 7:00 PM

E. An Ordinance of the Board of Aldermen of the City of Harrisonville, Missouri to Authorize and Direct the Mayor to Enter into an Agreement with the Missouri Department of Transportation to Permit a Monument Sign Currently Located on Southbound Interstate 49 Right of Way Property

Council Bill 078 was acknowledged to be a duplication of Council Bill 068, passed September 19, 2016 and designated Ordinance 3379. No action will be taken on Council Bill 078.

RESULT:	**ADOPTED [UNANIMOUS]**
AYES:	Bowman, Long, Stafford, Dickerson, Turner, Milner, Reece, Bockelman

F. AN ORDINANCE CALLING A SPECIAL ELECTION IN THE CITY OF HARRISONVILLE, MISSOURI, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF SAID CITY THE FOLLOWING PROPOSITION, TO-WIT: "SHALL THE CITY OF HARRISONVILLE, MISSOURI BE AUTHORIZED TO CONTINUE TO IMPOSE A SALES TAX AT A RATE OF ONE-QUARTER PERCENT, CURRENTLY SCHEDULED TO EXPIRE AT THE END OF 2022, FOR THE PURPOSE OF PROVIDING FUNDS FOR THE OPERATION, MAINTENANCE, IMPROVEMENT, AND EXPANSION OF PARKS & RECREATION AMENITIES AND SERVICES? THIS MEASURE DOES NOT INCREASE THE EXISTING SALES TAX." AND DESIGNATING THE TIME OF HOLDING SAID ELECTION; PRESCRIBING THE FORM OF NOTICE OF SAID ELECTION AND THE FORM OF BALLOT TO BE USED THEREAT; AND AUTHORIZING THE CITY CLERK TO GIVE NOTICE OF SAID ELECTION.

City Attorney Fairfield read Council Bill 079 by title only. Parks & Recreation Director Deal re-capped the need for extending the current sales tax for the Community Center past the expiration date set for 2022. The aldermen voted unanimously to move the bill to its second reading and following another unanimous approval, Council Bill 079 was designated Ordinance 3384.

RESULT:	**ADOPTED [UNANIMOUS]**
AYES:	Bowman, Long, Stafford, Dickerson, Turner, Milner, Reece, Bockelman

G. AN ORDINANCE ADOPTING AND ENACTING A NEW CHAPTER 215, OFFENSES, OF THE CODE OF ORDINANCES OF THE CITY OF HARRISONVILLE, COUNTY OF CASS, STATE OF MISSOURI; AND PROVIDING FOR THE REPEAL OF EXISTING CODE CHAPTER 215; AND PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE

City Attorney Fairfield read Council Bill 080 by title only. City Administrator Tholen told aldermen that the requested changes to Chapter 215 are necessary because of changes adopted by the Missouri General Assembly during the 2016 session. Although lengthy, the changes are essentially housekeeping in nature, and all cities must comply.

David Dickerson moved that Council Bill 080 be moved to its second reading and Matt Turner seconded. Following unanimous passage after second reading, Council Bill 080 was designated Ordinance 3385 by Mayor Hasek.

RESULT:	**ADOPTED [UNANIMOUS]**
AYES:	Bowman, Long, Stafford, Dickerson, Turner, Milner, Reece, Bockelman

H. Codes/Inspection Policy Discussion

Alderman Bockelman told the group that he had become aware that the Harrisonville Villas project was having trouble getting construction inspections performed on a timely basis and asked the board to consider hiring an outside inspector for the project. The board also heard from Greg Lee, Double Diamond Construction and Development LLC, general contractor for the project. Mr. Lee related the need for inspections and told the board he had reached out to International Building and Technology Services (IBTS) to get an idea of the costs for an outside inspector. He was told the cost would be $15,250. He offered to partner with the City on the cost of an outside inspector and said Double Diamond would pay $5,250 if the City would pay the remaining $10,000.

Aldermen Milner and Bowman asked where funds for the inspector might come from. City Administrator Tholen said the funds could be found in the budget. He asked how long the contract would last and Mr. Lee said he thought everything should be finished by Labor Day 2017.

Alderman Bockelman moved the city enter into a contract with IBTS for inspection services totaling $15,250 to be paid by the City and Double Diamond in the agreed upon amounts. Alderman Long seconded. Motion passed 8-0 and Mayor Hasek directed staff that such a resolution be drawn up and designated Resolution 041.

I. Harrisonville Senior Living-353 Discussion

Mayor Hasek reviewed key points of the city's ongoing partnership with Harrisonville Senior Living to redevelop the former Cass Regional Medical Center into a senior living facility and their request for 353 tax abatement financing for the project.

Alderman Dickerson moved that the city dissolve its partnership with HSL and Alderman Long seconded.

Others sitting at the dais thought this was not the time to make such a decision, pointing out that a process was underway, funds were on deposit to cover any costs to the city, and the developer was trying to resolve issues with its lender.

Alderman Dickerson withdrew his motion, and Alderman Long withdrew his second. The matter will be taken up during the December 5 meeting.

7. Aldermen and Committee Reports

There were no aldermen reports.

8. Report from the City Administrator

Mr. Tholen thanked the mayor for calling for a moment of silence for Keith Thomas. He told the board the position will be filled in due time, although it will be difficult to find someone who can replace Mr. Thomas.

He also said it was customary to not hold the second meeting in December because it usually fell close to the Christmas holiday, and staff was looking at how best to schedule items for the next few board meetings.

9. Report from the Mayor

Mayor Hasek again stated that he thought it was important to pass the sales tax extension for the Community Center, because it would facilitate Parks & Recreation Department's ability to plan for the future. He also read a letter from Parkville North High School, complimenting the schools and the city in general for the hospitality and good sportsmanship displayed while hosting the state high school football playoff game. He also complimented the board for their decorum during the evening's session.

10. Adjourn to Executive Session -- Personnel (RSMo 610.021(3))

David Dickerson moved and Marcia Milner seconded the motion to adjourn to Executive Session to discuss personnel matters. Following unanimous approval, the board adjourned at 9:08 p.m.

11. Adjourn From Regular Session

The board returned to regular session at 10:10 p.m. David Dickerson moved to adjourn. Judy Reece seconded. Motion passed. Meeting adjourned at 10:10 p.m.

Brian Hasek, Mayor & Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Eric Patterson, Director**

DATE: **November 16, 2016**

SUBJECT: **2nd Reading Monument sign 291 by McDonalds Agreement with MODOT**

Type of Item: *Approval*

MoDOT has asked that the City permit the sign on MO 291 by McDonald's. The attached document says we will construct this sign even though it already exists, they understand that, but this is the only form they have to permit them. You will also note that it states this permit is only good for ten years, but it is renewable for additional ten year terms.

If the Board does not wish to enter into this agreement we can always remove the signs.

Council Bill No. 077

Ordinance No.

An Ordinance of the Board of Aldermen of the City of Harrisonville, Missouri to Authorize and Direct the Mayor to Enter into an Agreement with the Missouri Department of Transportation to Permit a Monument Sign Currently Located on Highway 291 by McDonalds.

Whereas the City of Harrisonville, Missouri owns the monument sign currently located on Highway 291 by McDonalds and

Whereas, the Missouri Department of Transportation wishes the city to permit the sign,

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI,

Section 1. That the Mayor is hereby authorized and directed to enter into the attached agreement with the Missouri Department of Transportation to permit the sign

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

Vote taken as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Read one time by title only on November 21, 2016, and read for the second time by title only on December 5, 2016 and passed by the Board of Aldermen of the City of Harrisonville, Missouri, this 5th day of December 2016.

____

Brian Hasek, Mayor & Ex-Officio

Chairman of the Board of Aldermen

ATTEST

____

Kim Hubbard, City Clerk

Witness My Hand & Seal this 5th day of December 2016

CCO Form: RW 51
Approved: 12/12 (ASB)
Revised: 08/16 (ASB)
Modified:

CASS COUNTY
ROUTE 291

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
LICENSE AGREEMENT FOR CITY MONUMENT

THIS AGREEMENT is entered into by the **MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION** (hereinafter, "Commission") and the city of **Harrisonville** (hereinafter, “City”).

WITNESSETH:

WHEREAS, the Commission is an entity of the State of Missouri created by state law and owns and maintains State Route 291 (hereinafter, "Highway") as part of the State Highway System in Harrisonville, Cass County, Missouri;

WHEREAS, the City constructed a Monument on Commission property and desires to use that portion of the Commission property described in Exhibit “A,” attached hereto and incorporated by reference, to maintain a Monument;

WHEREAS, the Commission agrees to allow the City to use Commission property for the purposes, and subject to the terms and conditions, herein stated.

NOW, THEREFORE, in consideration of the promises, covenants and representations in this Agreement, the parties agree as follows:

(1) LICENSE GRANTED: The Commission hereby grants the City and its successors, a non-exclusive right to use that portion of the Commission property at the location described on Exhibit “A”, a legal description of the property, for the purpose of maintaining a city Monument.

(2) CONSIDERATION FOR THIS LICENSE: The Commission grants this license freely and without charge, based on the City’s express agreement to comply with the terms and conditions of this Agreement. This license is revocable by the Commission through its Missouri Department of Transportation (MoDOT) representatives at any time, with or without cause; and this license is automatically revoked by operation of law if the City violates any term or condition of this Agreement.

(3) DURATION OF LICENSE: The Commission and the City agree that this license and all rights of entry granted hereunder shall terminate and no longer be in effect no later than sunset ten (10) years from the last date of execution of this Agreement. Upon approval of both parties, the terms and conditions of this Agreement

are renewable for an additional ten (10) years from the date of the expiration of the Agreement. Any extension shall be memorialized in an appropriate Supplemental Agreement and executed by the duly authorized representatives of the parties.

(4) WORK BY THE CITY: The City constructed a Monument on Commission property as indicated in Exhibit "A," attached hereto and incorporated by reference. This non-exclusive license prohibits conversion of the property to a 4f or 6f property as stated in the Code of Federal Regulations 23 CFR 771.135. It is expressly understood and agreed that the primary purpose of the property which is the subject matter of this agreement shall remain for use of the Commission. There will be no public park or recreational use or dedication of the Commission property for outdoor recreational use.

(5) ACCOMPANYING STRUCTURES: The City agrees to maintain guardrail and/or other traffic safety devices (hereinafter, "Accompanying Structures") to Commission standards, in accordance with applicable portions of the latest editions of the *Missouri Highways and Transportation Commission's Standard Specifications for Highway Construction* and the *Standard Plans for Highway Construction*. The City's plan for repair and maintenance of the accompanying structures are as follows:

(A) Upon notification to the City of the damaged accompanying structures, the City shall have seven (7) calendar days to begin the repair or maintenance.

(B) All repair and maintenance work shall be completed within fourteen (14) calendar days.

(6) CONSTRUCTION CONTRACTOR: The Commission acknowledges that the City may enter into a construction contract with an approved Contractor (hereinafter, "Contractor") to maintain the Monument. The Contractor will look solely to the City for payments pursuant to the construction contract, including, but not limited to payments for base contract work and change order work, and for claims pursuant to the contract or for breach thereof, and confirming that Contractor shall have no claim rights against the Commission, its employees, agents, successors, or assigns.

(7) RIGHTS UPON DEFAULT: If the City defaults and abandons the Monument construction project, the Commission has the right, at its discretion, to demolish the structure. The Commission shall have the right to charge all payments associated with and costs of demolition to the City.

(8) MAINTENANCE AND REPAIR: At all times during the maintenance of the Monument, the site of the Monument and all related structures and landscaping will be maintained by and at the expense of the City so as to assure that these structures and the area within, above and beside Commission's property will be kept in accordance with Commission standards and in good condition as to safety, use and appearance and such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the use of or access to the Commission's state highway

system. At all times during the maintenance of the Monument, the City and Contractor shall maintain the Monument in a manner that will not injure or damage the paved highway facility area or any of Commission property adjacent thereto, unless as specified herein. The City will keep the property described in Exhibit "A" in a neat, clean, orderly and presentable condition, free of trash, debris and unsightly objects.

(9) PERMITS: Before beginning work, any maintenance performed on the infrastructure of the Monument or Accompanying Structures shall require a permit to be issued by the District Engineer. Issuance of the permit is within the sole discretion of the Commission's District Engineer. The City shall make every effort to obtain access to the Monument and any accompanying structures through access other than Commission property.

(10) THE COMMISSION ACTION IF THERE IS FAILURE TO MAINTAIN PROPOSED STRUCTURE: In the event the City fails to meet its maintenance obligations set forth in this Agreement, the Commission or its contractors, agents and employees shall have the authority, but not a duty or obligation, to maintain the facility as the Commission deems necessary. If the City fails to begin making repairs within thirty (30) days of receiving written notice or fails to continue with the repairs in a diligent manner, the maintenance work may be performed by the Commission, unless the District Engineer or his/her authorized representative determines that an actual or potential emergency exists requiring immediate repairs. Any expenses incurred by or on behalf of the Commission in performing the maintenance work described in this section shall be the debt of and shall be chargeable to the City.

(11) REVOCATION OF AGREEMENT: This license granted in this Agreement is at the pleasure or discretion of the Commission. The occurrence of any one of the following, but not limited to the following, shall constitute a default by the City under the terms of this Agreement and, at Commission discretion, may result in revocation of this Agreement.

(A) Nonuse or Abandonment of Monument: The Monument ceases to be used for the purposes stated herein, or is abandoned;

(B) Damage or Disrepair: The Monument or Accompanying Structures are damaged or fall into disrepair, and it cannot be repaired or the City will not repair the Monument to a condition satisfactory to the Commission and the FHWA;

(C) Violation of Agreement: The City violates any term of this Agreement;

(D) Change in Use: The City changes or attempts to change the use or purpose of the Monument, without prior written approval of the Commission and the concurrence of the FHWA;

(E) Violation of Laws: The City operates, uses or maintains the

Monument or any other structure within the Commission's property in violation of any state or federal laws or regulations which are applicable at that time, but only after notice is given by the Commission specifying the violation and giving a reasonable opportunity to cure, not to exceed thirty (30) days, and which is not cured by the City within the applicable time;

(F) Failure to Pay Debts: The City fails to pay its debts or liabilities to the Commission under this Agreement;

(G) Failure to Maintain Insurance: The City fails to maintain insurance as required by this Agreement;

(H) Void or Invalid Agreement: This Agreement, or any material portion thereof, is deemed void or invalid by a court of competent jurisdiction.

(I) Unsafe Action: If the City acts in an unsafe manner, negligently, or refuses to follow safety instructions of MoDOT officials, or in any way breaches the terms of this license agreement.

(12) NO ASSIGNMENT: The City understands that it shall not assign or delegate any interest in this Agreement and shall not transfer any interest in or use of this license to another. This license is granted solely to the City and to no other person or entity.

(13) REDESIGN, RELOCATION, OR ALTERATION OF HIGHWAY: In the event that the Commission should find that it is necessary to redesign, relocate, or alter the highway at this location, the Commission, at its sole discretion, may suspend or revoke this license as needed.

(14) REMOVAL OF THE MONUMENT: In the event this Agreement is revoked and the Commission deems it necessary to request the removal of the Monument and/or Accompanying Structures, the removal shall be accomplished by the City or a responsible party, as determined by the Commission, in a manner prescribed by the Commission, with all costs and expenses associated with the removal paid by the City.

(15) NOT A JOINT VENTURE: Nothing contained in this Agreement shall be deemed to constitute the Commission and the City as partners in a partnership or joint venture for any purpose whatsoever.

(16) NO KNOWLEDGE OF HAZARDOUS OR TOXIC SUBSTANCES ON PROPERTY: The Commission states that to the best of its knowledge and belief, there has been no generation, transportation, storage, treatment, disposal, release, leakage, spillage or emission of any hazardous or toxic substance or material or any aboveground or underground petroleum product contamination on the subject property during the Commission’s ownership of the property, and the Commission’s representatives are not aware of the presence of any such hazardous or toxic

substance or material, or petroleum product contamination, on the subject site. The Commission makes no warranty or representation concerning the possibility of or absence of, concealed property contamination by such substances or materials, and the City assumes the risk of their presence, unknown and undetected. If the City discovers actual or potential hazardous or toxic substances or materials, or petroleum contamination on the subject property, the City is requested to leave the property and notify the Commission's MoDOT representatives immediately.

(17) <u>HUMAN REMAINS, SACRED OBJECTS AND ARTIFACTS</u>: If human remains, or Native American or other sacred objects, artifacts or items of value are encountered during the maintenance of the Monument, their treatment will be handled in accordance with Sections 194.400 to 194.410, RSMo, as amended. There are no human remains, sacred objects, artifacts or other items of value known to be on the subject Monument, to the best knowledge of Commission's MoDOT representatives. However, if the City finds any human remains, sacred objects, artifacts, or other items of value on the subject property, the City shall immediately contact the Commission's MoDOT representatives.

(18) <u>INSURANCE</u>: The City shall take out and maintain at the City's own expense liability insurance with a company licensed and authorized to do business in the state of Missouri in the amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. This insurance shall be for the payment of any property damages, personal injury or death to person(s) on the premises as licensees or invitees, expressed or implied, of the City. Evidence of the City's liability insurance shall be furnished to the Commission with upon application for a permit, and if the City fails, refuses or neglects to take out, extend or maintain said insurance this License Agreement shall be null and void.

(19) <u>INDEMNIFICATION</u>:

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

(B) The City will require any contractor procured by the City to work under this Agreement:

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

property; and

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

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

(20) ASSUMPTION OF RISK:

The City, by signing this license agreement, acknowledges that it has carefully read this legal document, and that it understands that the Commission property has vehicular traffic and other potential hazards on it that cannot reasonably be protected against, or warned of, in advance. By signing this license agreement, the City agrees to comply with the safety instructions it receives in this document and from MoDOT employees; the City acknowledges the existence of these and other risks on Commission property, and agrees to assume these risks by accepting this license, and using the Commission's property for the activity permitted herein.

(21) ADVERTISING RESTRICTIONS: No billboards or advertising is to be placed on or over the Commission's property or airspace, either within, on, attached to or apart from the Monument. Only signs as approved by the Commission shall be allowed.

(22) OPPORTUNITY TO CURE: As to any default described in paragraph (14) above, same shall not be a basis of terminating or revoking this Agreement until written notice is delivered to the City specifying the default with particularity, giving a reasonable opportunity to cure, not to exceed thirty (30) days, and which is not cured by the City within the applicable time.

(23) UTILITY RELOCATION: With respect to any utility facilities requiring relocation or adjustment in connection with the herein contemplated construction, the City agrees that said relocation or adjustment shall be in accordance with the detailed plans as approved by the Commission with all costs and expenses associated with the utility relocation or adjustment paid by the City.

(24) NONDISCRIMINATION: The City, for itself, its representatives, and successors in interest, as part of the consideration hereof, does hereby covenant and

agree as a covenant running with the property that no person on the grounds of race, color, religion, creed, national origin, disability, sex or age shall be denied the benefits of or otherwise be subjected to discrimination in the maintenance of the Monument.

(25) AMENDMENTS: Any change in this Agreement, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

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

(27) SEVERABILITY: If any clause or provision of this Agreement is found to be void or unenforceable by a court or district of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

(28) SURVIVABILITY: The City's obligation to the Commission under this Agreement shall survive the completion of the terms of this Agreement.

(29) DEFENSE: This Agreement may be pleaded as a full and complete defense to any subsequent action or other proceeding arising out of, or relating to, or having anything to do with, any and all claims, counterclaims, issues, defenses or other matters released and discharged by this Agreement. This Agreement may also be used to abate any such action or other proceedings and as the basis of a counterclaim for damages.

(30) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

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

(32) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(33) AUTHORITY TO GRANT LICENSE: The parties enter into this Agreement with full understanding that the Commission, to the best of its knowledge and belief, has the authority to grant this license. The Commission makes no representation that it has full fee simple title to the property which is the subject of this Agreement. In the event this Agreement is rendered null and void based upon a determination that the Commission did not have the authority to grant this license on the subject property, the Commission will not be responsible for any damages, costs or other expenses incurred by the City in connection with this Agreement.

(34) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City of Harrisonville, Missouri:
300 E. Pearl St.
Harrisonville, MO 64701
(816) 380-8900

(B) To the Commission:
600 NE Colbern Road
Lee's Summit, MO 64086
(816) 607-2068

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

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

(36) STATE WAGE LAWS: The City's contractor and its subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri. The City shall take those acts which may be required to fully inform itself of the terms of, and to comply with, any applicable state wage laws.

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

Executed by ____________ of _______ this ____ day of _______________, 2016.

Executed by the Commission this ____ day of ________________, 2016.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By: ________________________________

Title ______________________________

Attest: (SEAL)

____
Secretary to the Commission

Approved as to Form:

____
Commission Counsel

THE CITY OF ________, MISSOURI

By: ________________________________

Title ______________________________

Attest: (SEAL)

By: ________________________________

Title: ______________________________

Approved as to Form:

By: ________________________________

Title: ______________________________

Ordinance No. ______________________

ACKNOWLEDGMENT BY THE CITY

STATE OF____________________)
)   ss
COUNTY OF__________________)

On this _________ day of ___________________, 2016, before me appeared _________________________ personally known to me, who being by me duly sworn, did say that he/she is the __________________ of ____________ of _________ and that the foregoing instrument was signed and sealed on behalf of ____________ of _________ and that he/she acknowledged said instrument to be the free act and deed of ____________ of _______ and that it was executed for the consideration stated therein and no other.

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

____
Notary Public

My Commission Expires: ___________________________

ACKNOWLEDGMENT BY COMMISSION

STATE OF____________________)
)   ss
COUNTY OF__________________)

On this _____ day of __________, 2016, before me appeared _________________________, personally known to me, who being by me duly sworn, did say that he/she is the _________________ of the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed on behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said _____________________ acknowledged said instrument to be the free act and deed of said Commission.

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

____
Notary Public

My Commission Expires: __________________________

Exhibit A

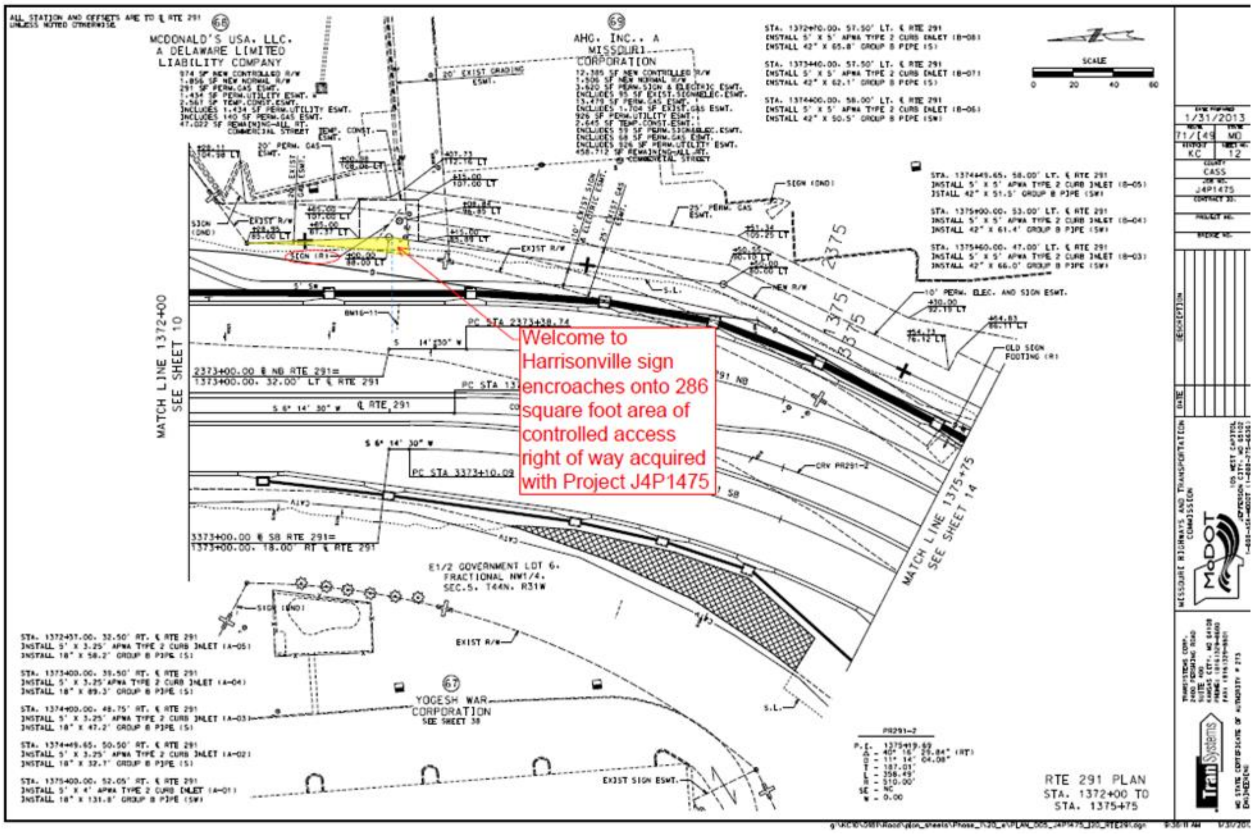
ALL THAT PART OF GRANTOR'S REAL PROPERTY AND REAL PROPERTY RIGHTS AND INTEREST IN A CONTROLLED ACCESS TRACT OF LAND LOCATED IN THE EAST HALF OF GOVERNMENT LOT 6 OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 44 NORTH, RANGE 31 WEST, IN HARRISONVILLE, CASS COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 33, T45N, R31W, BEING A FOUND ALUMINUM CAP, PER CERTIFIED LAND CORNER DOCUMENT NUMBER 600-66943; THENCE S87°58'40"E ALONG THE SOUTH LINE OF SAID SECTION 33, ALSO BEING ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 6 OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 5, T44N, R31W, A DISTANCE OF 1259.81 FEET; THENCE S02°01'20"W ALONG A LINE THAT IS PERPINDICULAR TO SAID NORTH LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF COMMERCIAL STREET, AS NOW ESTABLISHED; THENCE S02°02'01"W, A DISTANCE OF 220.94 FEET; THENCE N87°54'35"W, A DISTANCE OF 299.94 FEET TO THE POINT OF BEGINNING, THAT IS 86.65 FEET LEFT OF MISSOURI STATE ROUTE 291 CENTERLINE STATION 1373+09.58; THENCE CONTINUING N87°54'35"W, A DISTANCE OF 7.54 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT-OF-WAY LINE OF MISSOURI STATE ROUTE 291, AS NOW ESTABLISHED, THAT IS 79.13 FEET LEFT OF MISSOURI STATE ROUTE 291 CENTERLINE STATION 1373+10.12; THENCE NORTHERLY ALONG SAID EXISTING EASTERLY RIGHT-OF-WAY LINE, ALSO BEING ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF N14°30'51"E, A CENTRAL ANGLE OF 08°16'21" AND A RADIUS OF 564.17 FEET, FOR AN ARC DISTANCE OF 81.46 FEET TO THE END OF CURVE, THAT IS 85.00 FEET LEFT OF MISSOURI STATE ROUTE 291 CENTERLINE STATION 1372+28.95; THENCE S03°49'26"W, A DISTANCE OF 71.11 FEET TO A POINT THAT IS 88.00 FEET LEFT OF MISSOURI STATE ROUTE 291 CENTERLINE STATION 1373+00.00; THENCE S14°15'22"W, A DISTANCE OF 9.67 FEET TO THE POINT OF BEGINNING THAT IS 86.65 FEET LEFT OF MISSOURI STATE ROUTE 291 CENTERLINE STATION 1373+09.58.

THE TRACT DESCRIBED ABOVE CONTAINS 286 SQUARE FEET, MORE OR LESS.

Exhibit B

Exhibit C



Welcome to Harrisonville sign encroaches onto 286 square foot area of controlled access right of way acquired with Project J4P1475
MCDONALD'S USA, LLC. A DELAWARE LIMITED LIABILITY COMPANY
MATCH LINE 1372+00 SEE SHEET 10
MATCH LINE 1375+75 SEE SHEET 14
YOGESH WAR CORPORATION SEE SHEET 38
RTE 291 PLAN
STA. 1372+00 TO STA. 1375+75

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Rodney Jacobs, Director**

DATE: **November 29, 2016**

SUBJECT: **Intergovernmental Agreement relating to the 2017 HHW Collection Program**

Type of Item: *Approval*

Issue:

The City of Harrisonville to enter into an agreement with MARC Solid Waste Management relating to the Regional Household Hazardous Waste Collection Program providing hazardous waste disposal services for Harrisonville residents.

Background:

The City of Harrisonville has participated in this HHW collection program since 1997 where members can utilize any mobile event or use the facilities located in Kansas City or Lee's Summit. For the past several years Harrisonville and the City of Pleasant Hill have shared alternating schedules for hosting a mobile collection event. As Harrisonville hosted the 2016 local collection event staff anticipates Pleasant Hill will host the 2017 event. Using this program Harrisonville residents safely disposed of 9,873 lbs. Of hazardous materials in 2016.

Summary Recommendation:

Staff recommends the Board of Aldermen's approval to enter into this Intergovernmental Agreement between the MARC Solid Waste Management District and Harrisonville, Missouri relating to the Regional Household Hazardous Waste Collection Program to provide an opportunity for the safe disposal of hazardous materials found in Harrisonville residences. The cost for the 2017 HHW Program participation fee is $10,385.44 based on 2015 population estimates, using the $1.04 per capita rate which has not changed since 2012.

Thank you,

Rodney Jacobs

Superintendent of Streets In 2016

Council Bill No. 081

Resolution No.

A RESOLUTION TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF HARRISONVILLE, MISSOURI, AND MID-AMERICA REGIONAL COUNCIL (MARC) RELATING TO THE REGIONAL HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM FOR FISCAL YEAR 2017

WHEREAS, the Mid-America Regional Council (MARC) offers a Regional Household Hazardous Waste Collection Program for the counties of Cass, Clay, Jackson, Platte, Ray and the City of Kansas City; and

WHEREAS, this program is a part of the MARC Solid Waste Management District of which the City of Harrisonville is a member; and

WHEREAS, the City of Harrisonville desires to participate in the Household Hazardous Waste Collection Program in partnership with Cass County; and

WHEREAS, the City of Harrisonville and Cass County will hold joint, annual collection events for the benefit of both the City of Harrisonville and Cass County; and

WHEREAS, residents of the City of Harrisonville may use any other cities' collection facilities at various locations and on various dates; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI, AS FOLLOWS:

Section 1: The City of Harrisonville agrees to participate in the Regional Household Hazardous Waste Collection Program for a one-year period beginning January 1, 2017 and each year following unless the funds are not appropriated during the budget process.

Section 2: The City Administrator is authorized to contract with MARC for the Regional Household Hazardous Waste Collection Program in the annual sum of $10,385.44 for FY2017.

Section 3: The City Administrator is authorized to designate a liaison to represent the City of Harrisonville for this program.

PASSED AND RESOLVED by the Board of Aldermen and APPROVED by the Mayor of the City of Harrisonville, Missouri this 5th day of December 2016.

____

Brian Hasek, Mayor and Ex-Officio

Chairman of the Board of Aldermen

ATTEST:

____

Kim Hubbard, City Clerk

WITNESS my hand and seal this 5th day of December 2016.

2017

Intergovernmental Agreement between the MARC Solid Waste Management District and Harrisonville, Missouri relating to the Regional Household Hazardous Waste Collection Program

This Agreement is entered into pursuant to Missouri Revised Statutes Section 70.210 *et seq.*

Whereas, Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Sections 260.300 through 260.345 of the Revised Statues of Missouri (1986 & Cum. Supp. 1990) and the members of the SWMD include most cities within the member counties; and

Whereas the City of Kansas City, Missouri (Kansas City) operates a permanent Household Hazardous Waste facility located at 4707 Deramus, Kansas City, Missouri, and operates outreach sites for collection of Household Hazardous Waste (HHW) at various locations and on various dates; and

Whereas, the City of Lee's Summit, Missouri operates a permanent Household Hazardous Waste Facility located at 2101 SE Hamblen Road, Lee's Summit; and

Whereas, Kansas City and Lee's Summit have made these HHW collection facilities available for use by members of the SWMD and the SWMD, Kansas City and Lee's Summit have agreed to create a regional household hazardous waste program for the benefit of all members of the SWMD; and

Whereas Harrisonville, Missouri (sometimes referred to in this Agreement as the "Participating Member") intends to participate in the Regional HHW Collection Program;

Therefore, the SWMD and the Participating Member agree that participation in the Regional HHW Collection Program shall be on the following terms and conditions:

I *Definitions*

Household Hazardous Waste (HHW) shall mean waste that would be classified as hazardous waste by 40 CFR 261.20 through 261.35 but that is exempt under 40 CFR 261.4 (b) (1) (made applicable in Missouri by 10 CSR 25-4.261) because it is generated by households. Examples include paint products, household cleaners, automotive fluids, pesticides, batteries, and similar materials. A determination of whether any material meets this definition shall be made by Kansas City.

II *Effective Date*

Harrisonville, Missouri agrees to participate in the Regional HHW Collection Program for a one-year period beginning on January 1, 2017.

III *Termination*

A. Budget Limitations. This Agreement and all obligations of the Participating Member and the SWMD arising therefrom shall be subject to any limitation imposed by budget law. The parties represent that they have within their respective budgets sufficient funds to discharge the obligations and duties assumed and sufficient funds for the purpose of maintaining this Agreement. This Agreement shall be deemed to terminate by operation of law on the date of expiration of funding.

B. Termination of regional program. If the regional household hazardous waste program is terminated prior to the expiration of this Agreement, the SWMD shall refund the amount paid by the participating member, less the cost of services provided prior to termination of the regional program. The cost of services shall be assessed at seventy-five dollars ($75.00) for each vehicle belonging to a resident of the participating member that has been served prior to the termination of the program, not to exceed the amount paid by the participating member.

C. Each participating member will be required to notify the SWMD, Kansas City and Lee's Summit in writing of its intention to renew the annual agreement for the following year no later than December 15. In the event that notification is not provided in advance or the final decision is made to not rejoin the program for the upcoming year, the participating member is responsible for any costs incurred by Kansas City and/or Lee's Summit to serve residents after December 31. Kansas City and SWMD reserve the right to invoice the member city or county for any waste disposal costs incurred as a result of late notification.

IV *Duties of Participating Member*

A. Fees. Harrisonville, Missouri agrees to pay the sum of $10,385.44 to participate in the 2017 Regional HHW Collection Program for the period from January 1 to December 31. The program participation fee is based on a per capita rate of $1.04 applied to 2015 U.S. Census Population Estimate figures as shown in Attachment One. The fee may be adjusted if a participating member has more current census data. At least one-half of this amount shall be paid within thirty (30) days upon receiving the district invoice Payment of any remaining balance shall be paid within the following six months.

B. Payment. The Participating Member shall be obligated for payment of the amount shown in Paragraph IV(A) irrespective of the participation of its citizens, or of any actual expenses incurred by the SWMD, Kansas City, or Lee's Summit attributable to the Participating Member, except in the event of termination of the regional program, as reflected in III(B) above. Payment by the Participating Member of the agreed upon amount shall not be contingent upon renewal of this Agreement or renewal of the Agreement between the SWMD and Kansas City or Lee's Summit.

Annual Renewal. The agreement between the SWMD and the Participating Member will be subject to renewal each year. To assure community information is included in the printed promotional material, agreements will be due no later than February 1, 2017. No pro ration of fees is applicable under this agreement.

C. Contact Person. The Participating Member agrees to notify the SWMD and Kansas City, on or before the date of this Agreement, of the name of an individual who will serve as its contact person with respect to the Regional HHW Collection Program.

V *Services Provided by the SWMD*

A. *Permanent Collection Facilities*. HHW collection services shall be provided by Kansas City and Lee's Summit pursuant to agreements entered into between the SWMD and Kansas City, and the SWMD and Lee's Summit. Pursuant to those agreements, residents of the Participating Member may deliver HHW, by appointment, if required, and during normal hours of operation, to the Kansas City permanent HHW facility and to the Lee's Summit permanent HHW facility.

B. *Outreach Collections*. Pursuant to the agreement between the SWMD and Kansas City, Kansas City has also agreed to provide contractor services for the collection of HHW at outreach collection sites throughout the SWMD area. Residents of the Participating Member will be able to deliver HHW to outreach collection sites, the dates and locations of which will be negotiated by the SWMD and Kansas City. If, at the request of a Participating Member, an outreach collection is held within its boundaries, the Participating Member agrees that Kansas City or the contractor shall have overall control of the collection activities but the Participating Member shall provide the following:

- adequate and safe sites with unobstructed public access;
- access to restroom facilities and drinking water
- adequate publicity of the date and location of the mobile collection;
- a means for the collection, removal and disposal of any wastes that do not meet the definition of hazardous waste;

- volunteers or workers to conduct traffic control, survey participating residents, stack latex paint and automotive batteries, and assist with non-hazardous waste removal and bulking of motor oil;
- means of limiting the vehicles to a number negotiated by Kansas City and the SWMD (estimated to be either 200, 300, or 400 vehicles per outreach collection);
- a forklift and forklift operator available at the opening and closing of the event; and
- access to residents of any city or county that is also a participating member.

VI *Reports*

The SWMD will provide to the Participating Member quarterly reports on the operations of the Kansas City and Lee's Summit permanent facilities and on the operations of the outreach collections, based on information provided to the SWMD by Kansas City and Lee's Summit. The quarterly reports shall include the following information:

- Total number vehicles using each facility (permanent or mobile) on a quarterly basis;
- Number of vehicles from each participating member using the facility;
- An end-of-the-year summary report including waste composition and disposition.
- Each program year the district will provide brochures which include facility hours of operation, mobile event schedule, and contact information

VII *Insurance*

A. *Insurance.* The SWMD agrees that, pursuant to the terms of its Agreement with Kansas City, Kansas City shall maintain liability insurance related to the outreach collection sites under which the community where the site is located shall be named as an additional insured.

VIII *Legal Jurisdiction*

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the parties.

MARC Solid Waste Management District:

________________________________ Date: _____

________________________________ Chair

Participating Member:

________________________________ Date:_____

____
Print Name

____
Print Title

September 30, 2016

Re: 2017 Regional Household Hazardous Waste (HHW) Program

Dear Mayor Hasek:

The MARC Solid Waste Management District has managed the Regional HHW Collection Program since 1997. We are pleased that this program continues to facilitate the safe disposal of hazardous waste, contributing to a safer and cleaner region.

Program membership allow residents to use either of the permanent facilities located in Lee's Summit and Kansas City, and attend any of the district's mobile collection events. Materials accepted include paint and paint-related products, automotive fluids, batteries, lawn and garden chemicals, housecleaners and fluorescent bulbs.

The program offers an alternative to storing unwanted hazardous material in garages and basements, and prevents material from potentially entering our streams and rivers. Furthermore, the safe disposal of HHW can prevent problems related to illegal dumping, water quality management, fire hazards, emergency hospital visits, and hazardous waste cleanup.

The 2017 participation fee will remain at $1.04 per capita, but will be applied to 2015 population estimates. Since 2012 the rate has been $1.04, using 2010 U.S. Census Bureau population figures. You may see a slight increase in your rates due to an increase in your population. A community cost list is attached to the agreement enclosed. Please remember, when a county joins, residents of the unincorporated area and all communities under population 500 are included under the county membership.

Please return the signed agreement to the MARC office by **Friday, December 9, 2016.**

We look forward to serving your community. Please contact Nadja Karpilow at (816) 701-8226 if you have any questions. District staff is available to make a presentation to your city council or county commissioners if further information is requested.

Sincerely,

Chris Bussen

Chris Bussen
Chair, MARC Solid Waste Management District

Mid-America Regional Council
Solid Waste Management District

cc Rodney Jacobs, Streets Superintendent

Attachment 1		
Community	2015 Population Estimates	Cost at $1.04 per capita
Archie	1,201	$ 1,249.04
Belton	23,168	$ 24,094.72
Blue Springs	54,148	$ 56,313.92
Buckner	3,067	$ 3,189.68
Camden Point	526	$ 547.04
Claycomo Village	1,468	$ 1,526.72
Cleveland	663	$ 689.52
Dearborn	506	$ 526.24
Drexel	956	$ 994.24
Edgerton	575	$ 598.00
Excelsior Springs	11,486	$ 11,945.44
Garden City	1,625	$ 1,690.00
Gladstone	26,861	$ 27,935.44
Glenaire	578	$ 601.12
Grain Valley	13,379	$ 13,914.16
Grandview	25,256	$ 26,266.24
Greenwood	5,569	$ 5,791.76
Hardin	542	$ 563.68
Harrisonville	9,986	$ 10,385.44
Kearney	9,423	$ 9,799.92
Lake Lotawana	2,018	$ 2,098.72
Lake Tapawingo	724	$ 752.96
Lake Waukomis	902	$ 938.08
Lake Winnebago	1,144	$ 1,189.76
Lawson	2,409	$ 2,505.36
Liberty	30,450	$ 31,668.00
Loch Lloyd	704	$ 732.16
Lone Jack	1,124	$ 1,168.96
North Kansas City	4,354	$ 4,528.16
Oak Grove	7,937	$ 8,254.48
Orrick	809	$ 841.36
Parkville	6,296	$ 6,547.84
Peculiar	4,885	$ 5,080.40
Platte City	4,833	$ 5,026.32
Pleasant Hill	8,289	$ 8,620.56
Pleasant Valley	3,056	$ 3,178.24
Raymore	20,374	$ 21,188.96
Raytown	29,401	$ 30,577.04
Richmond	5,595	$ 5,818.80
Riverside	3,150	$ 3,276.00
Smithville	9,233	$ 9,602.32
Sugar Creek	3,320	$ 3,452.80
Weatherby Lake	1,848	$ 1,921.92
Weston	1,724	$ 1,792.96
Wood Heights	698	$ 725.92
Unincorporated Cass County	24,760	$ 25,750.40
Unincorporated Clay County	15,590	$ 16,213.60
Unincorporated Jackson Co.	22,646	$ 23,551.84
Unincorporated Platte County	27,228	$ 28,317.12
Unincorporated Ray County	11,366	$ 11,820.64
Source: marc.org/data&economy/MetroDataline/Currentpopulationdata		

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Rick Deluca, Director**

DATE: **November 9, 2016**

SUBJECT: **Public Hearing for SUP-1611: Special Use Permit of Brian Faust**

Type of Item: *Public Hearing*

Issue: The applicant has requested a special use permit.

Background:

Request: Approval of a special use permit to use an existing building as storage units (for rent).

Location: 112 N. Independence Street

Applicant: Brian Faust

Owner: Faust Real Estate LLC

Existing Zoning: "CBD-1" Downtown Core Business District

Adjacent Zoning: North: "CBD-2" Downtown Fringe Business District

South: "CBD-1" Downtown Core Business District

West: "CBD-1" Downtown Core Business District

East: "CBD-1" Downtown Core Business District

The applicant is requesting to use an existing 2,000 square foot building as storage space for rent. The structure does not face Independence Street and is located on the west half of the lot. Prior to Mr. Faust purchasing this building, the structure was used for storage (private…not rental). The structure was built in 1948.

Special Use Permit Conditions:

The Use: This SUP authorizes the property owner to use the existing building for storage of personal items for the general public.
Driveway & Off-Street Parking: All new driveway/parking areas shall be paved to meet or exceed City Standards.
Lighting: Any lighting used to illuminate the parking area or the building shall be directed away from the surrounding properties in such a way as not to interfere with the adjacent uses. No glare shall be created.
Time Limit: Time Limit = 15 years *(Applicant may reapply for renewal of SUP after expiration)*
Ownership: The proposed use is conditioned to these applicants. If the applicants wish to transfer ownership to a second party, the applicant(s) must re-submit an application for a special use permit to the City prior to the transfer of ownership.
Expansion of Facilities: No portion of the building shall be extended, expanded, or enlarged without amending this special use permit. A Special Use Permit shall be necessary for any additional structure(s) that would be used for storage.
Building: The building shall comply with building codes and fire codes as adopted by the City of Harrisonville.

Outdoor Storage: All items to be stored must be within the structure. Outdoor storage is prohibited.

Options:

The City may:

- Approve the special use permit with the conditions as presented.
- Modify the conditions outlined in the special use permit and then approve the permit.
- Deny the request for special use permit.

Recommendations:

Planning and Zoning Commission: Pending

Staff Recommendation: Approval, contingent upon meeting the above listed conditions.

C. Discussion Item (ID # 2385)

Council Bill 082: AN ORDINANCE OF THE CITY OF HARRISONVILLE, MISSOURI, GRANTING A SPECIAL USE PERMIT ALLOWING FOR THE EXISTING STRUCTURE TO BE USED FOR STORAGE UNITS AT 112 N. INDEPENDENCE STREET IN HARRISONVILLE, CASS COUNTY, MISSOURI.

WHEREAS, after a public hearing has been conducted by the Harrisonville Planning and Zoning Commission as required by Chapter 89 RSMo(1986) and the Harrisonville City Code, with said hearing being held November 17, 2016, the Commission has submitted its recommendation of approval to the Board of Aldermen of the City of Harrisonville, Missouri; and

WHEREAS, the Board of Aldermen of the City of Harrisonville, Missouri, held a public hearing on December 5, 2016; and

WHEREAS, the legal description of the property is as follows:

Lot 15, Block 6, ORIGINAL TOWN OF HARRISONVILLE, except the South 48 ¾ feet thereof and also except the west 15 feet of said Lot 15, Block 6, except the South 48 ¾ feet thereof, heretofore conveyed to the City of Harrisonville for street and alley purposes, being in Cass County, Missouri.

The street address of the property is 112 N. Independence Street, Harrisonville, MO.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI, AS FOLLOWS:

Section 1. A special use permit allowing for the storage of personal items for the general public is hereby granted with the following conditions:

The Use

This SUP authorizes the property owner to use the existing building for storage of personal items for the general public.

Driveway & Off-Street Parking

All new driveway/parking areas shall be paved to meet or exceed City Standards.

Lighting

Any lighting used to illuminate the parking area or the building shall be directed away from the surrounding properties in such a way as not to interfere with the adjacent uses. No glare shall be created.

Time Limit

Time Limit = 15 years *(Applicant may reapply for renewal of SUP after expiration)*

Ownership

The proposed use is conditioned to these applicants. If the applicants wish to transfer ownership to a second party, the applicant(s) must re-submit an application for a special use permit to the City prior to the transfer of ownership.

Expansion of Facilities

No portion of the building shall be extended, expanded, or enlarged without amending this special use permit. A Special Use Permit shall be necessary for any additional structure(s) that would be used for storage.

Building

The building shall comply with building codes and fire codes as adopted by the City of Harrisonville.

Outdoor Storage.

All items to be stored must be within the structure. Outdoor storage is prohibited.

Section 2. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This ordinance shall become effective immediately upon its passage and approval.

Read two times by title only on December 5, 2016 and passed by the Board of Aldermen this 5th day of December, 2016.

Vote taken as follows:

AYE:

NAY:

ABSENT:

ABSTAIN:

____

Brian Hasek, Mayor and Ex-Officio

Chairman of the Board of Aldermen

____

Kim Hubbard, City Clerk

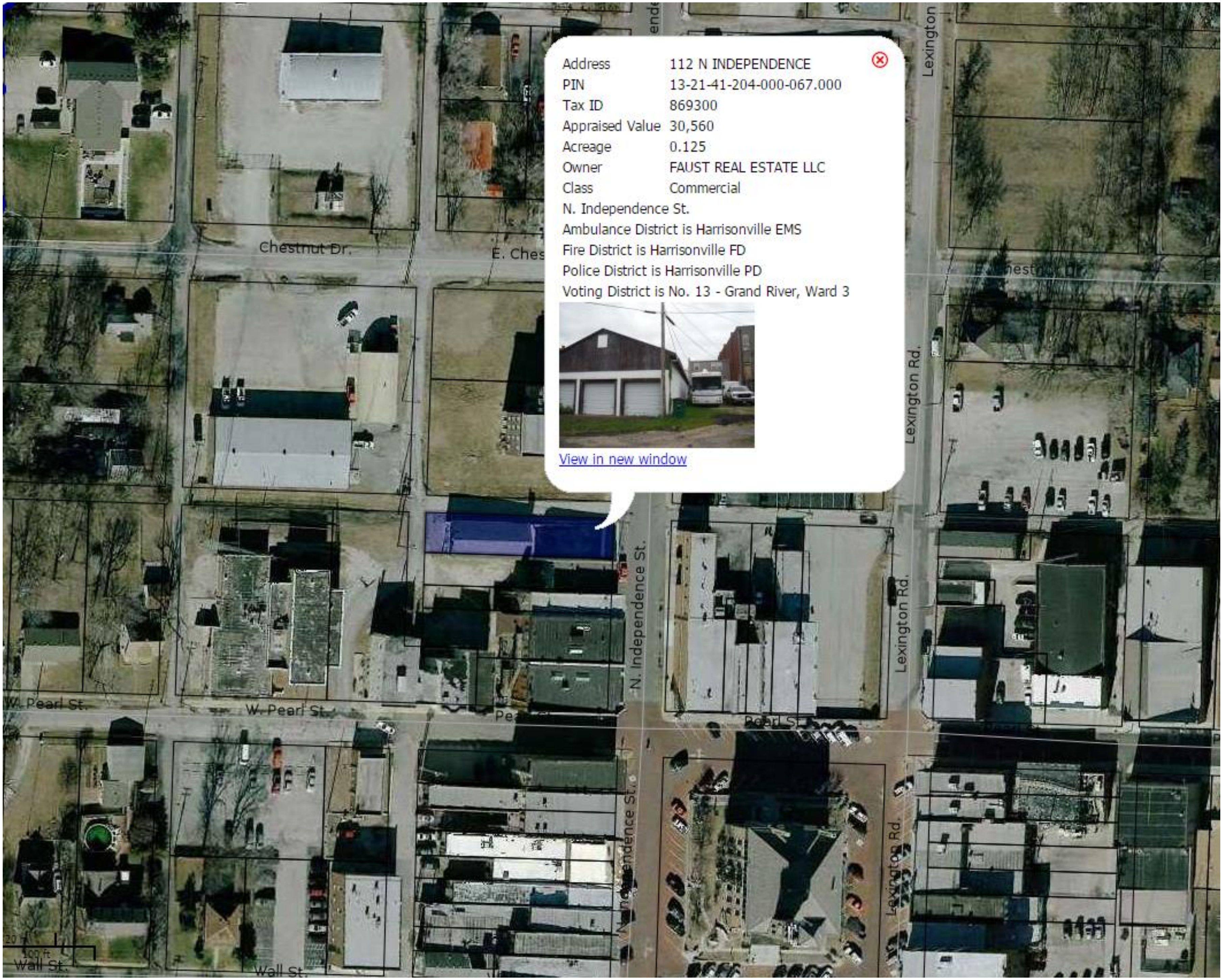
APPROVED by the Mayor this 5th day of December, 2016.

History:

11/17/16 Planning & Zoning Commission RECOMMENDED

Attachments:

Faust SUP Attachments - P&Z 11-17-16 (PDF)


Address 112 N INDEPENDENCE
PIN 13-21-41-204-000-067.000
Tax ID 869300
Appraised Value 30,560
Acreage 0.125
Owner FAUST REAL ESTATE LLC
Class Commercial
N. Independence St.
Ambulance District is Harrisonville EMS
Fire District is Harrisonville FD
Police District is Harrisonville PD
Voting District is No. 13 - Grand River, Ward 3
View in new window
Chestnut Dr.
E. Ches
Lexington
Lexington Rd.
N. Independence St.
W. Pearl St.
W. Pearl St.
Pearl St.
Wall St.
Wall St.

FEE: $50.00
REC'D BY: RD
(STAFF USE ONLY)

APPLICATION FOR SPECIAL USE PERMIT CITY OF HARRISONVILLE

PLEASE PRINT

CASE NO.: SUP-
PC DATE:
(STAFF USE ONLY)

REQUESTED SPECIAL USE PERMIT FOR: STORAGE UNITS FOR EXISTING BLDG

GENERAL LOCATION OR ADDRESS OF SUBJECT PROPERTY: 112 N INDEPENDENCE

Lot 15, Block 6, ORIGINAL TOWN OF HARRISONVILLE, except the South 48 3/4 feet thereof and also except the West 15 feet of said Lot 15, Block 6, except the South 48 3/4 feet thereof, heretofore conveyed to the City of Harrisonville for street and alley purposes, being in Cass County, Missouri.

ACRES/SQ. FT.: 2000

CURRENT ZONING ON PROPERTY: CB1 CURRENT LAND USE: VACANT BLDG

PROPERTY OWNER'S NAME(S): Brian Faust PHONE: 816-217-7663
COMPANY: Faust Real Estate, LLC FAX: 816-366-4200
MAILING ADDRESS: 17918 S. Fieldview Pleasant Hill, MO 64080
STREET CITY STATE ZIP
E-MAIL ADDRESS: brian@faustconstruction.com

APPLICANT/AGENT'S NAME(S): BRIAN FAUST PHONE: 816 217-7663
COMPANY: FAUST REAL ESTATE, LLC FAX: 816-366-4200
MAILING ADDRESS: 17918 S FIELDVIEW, PLEASANT HILL MO 64080
STREET CITY STATE ZIP
E-MAIL ADDRESS: brian@faustconstruction.com

ENGINEER/ARCHITECT'S NAME(S): PHONE:
COMPANY: FAX:
MAILING ADDRESS:
STREET CITY STATE ZIP
E-MAIL ADDRESS:

NOTE: *It is recommended that the applicant schedule a meeting with city staff prior to the submission of an application. An application will not be considered complete until all required material has been submitted. The Planning and Zoning Commission meeting will not be scheduled until the application is complete. It is the applicant's responsibility to obtain a copy of the agenda, staff report and staff recommendation prior to the scheduled meeting. It is the applicant's responsibility to be familiar with the applicable city land use ordinances and requirements prior to the submission of the application. See attached material for examples and instructions.*

SIGNATURE OF OWNER OR AGENT:

NOTE: IF NOT SIGNED BY OWNER, AUTHORIZATION OF AGENT MUST ACCOMPANY APPLICATION

RECEIVED
OCT 14 2016
CITY OF HARRISONVILLE

FIRST UNITED TITLE
AGENCY LLC
1804 N. State Route 291
Harrisonville, MO 64701
816-380-4372 phone / 816-380-4165 fax
www.futallc.com
sbanks@firstunitedks.com

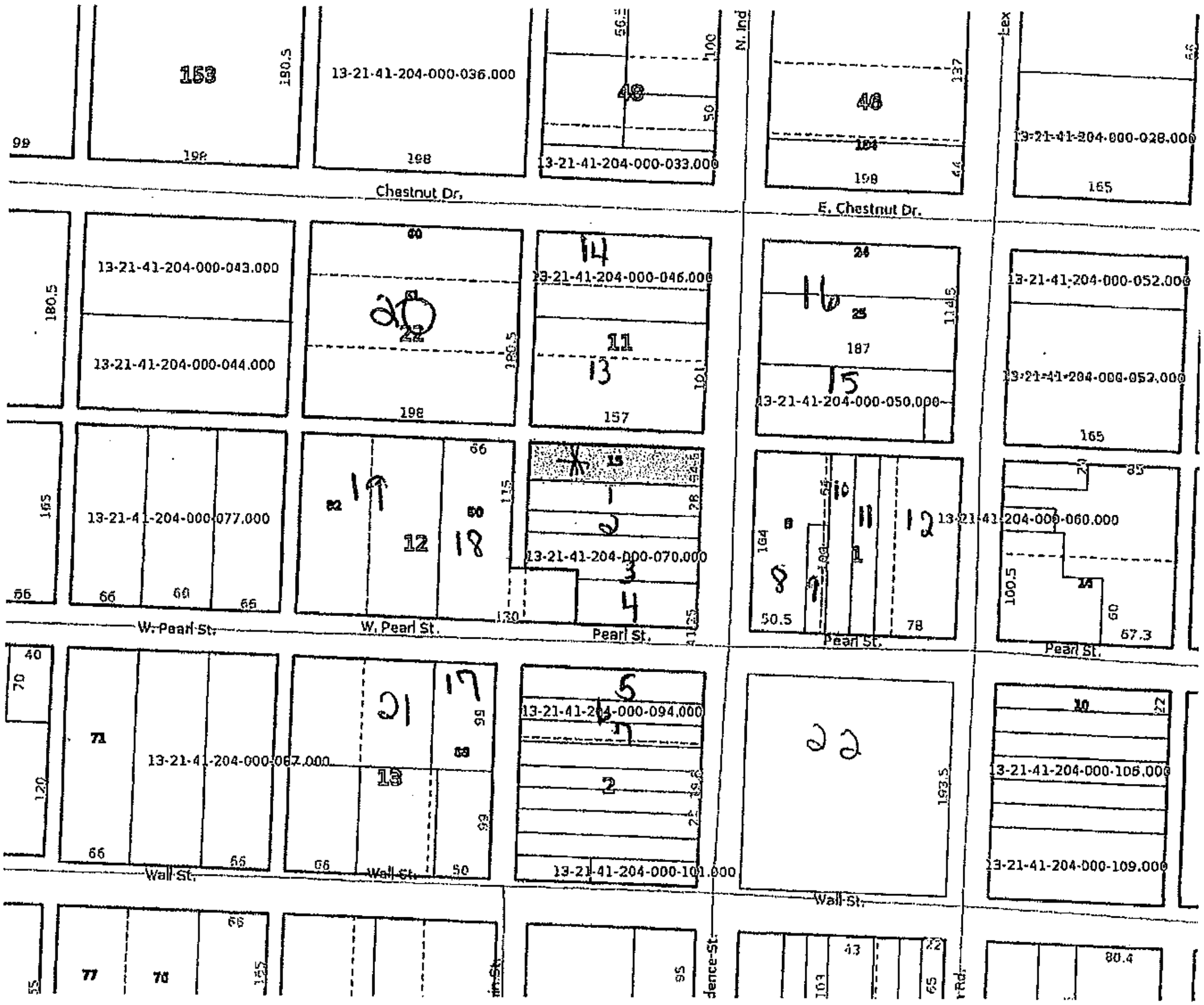
Rezoning Certificate

This report is for all properties within 200 feet of the property located at 112 N Independence, Harrisonville, MO 64701.

Please see attached Owner Spreadsheet and Map for parcels attached to this report.

Shawn Banks-First United Title Agency
Title Production Manager

PIN	13-21-41-204-000-067.000
Tax ID	869300
Appraised Value	30,560
Acreage	0.125
Address	112 N INDEPENDENCE
Owner	FAUST REAL ESTATE LLC
Class	Commercial



1	Terry S. Cameron and Johnny L. Horn	110 N Independence, Harrisonville, MO 64701
2	Raymond W White, Jr. and Connie K. White	300 W Wall, Harrisonville, MO 64701
3	James A. Worthley and Barbara J. Worthley	500 Bird, Harrisonville, MO 64701
4	County Square Investment Corp.	PO Box 900, Grandview, MO 64030
5	April M. McLaughlin	100 S Independence, Harrisonville, MO 64701
6	Hansen Holdings, LLC	448 NW River Rock Circle, Lee's Summit, MO 64081
7	Hansen Holdings, LLC	448 NW River Rock Circle, Lee's Summit, MO 64081
8	Allen Bank & Trust Company	100 E Pearl, Harrisonville, MO 64701
9	Scott K. Friedrich and Leigh Ann Friedrich	PO Box 296, Harrisonville, MO 64701
10	B & D Holding Co.	617 SW Forestpark Ln, Lee's Summit, MO 64081
11	B & D Holding Co.	617 SW Forestpark Ln, Lee's Summit, MO 64081
12	County Square Investment Corp	PO Box 900, Grandview, MO 64030
13	First Baptist Church Garden City Mo, Inc.	96 Old 7 HWY, Garden City, MO 64747
14	First Baptist Church Garden City Mo, Inc.	96 Old 7 HWY, Garden City, MO 64747
15	Allen Bank & Trust Company	100 E Pearl, Harrisonville, MO 64701
16	First Baptist Church Garden City Mo, Inc.	96 Old 7 HWY, Garden City, MO 64747
17	William A. Clark	26120 S Southwood Rd, Harrisonville, MO 64701

18	Harrisonville Apt, LLC	11235 Mastin St, Ste 101, Overland Park, KS 66210
19	Cass County	102 E Wall, Harrisonville, MO 64701
20	City of Harrisonville	PO Box 367, Harrisonville, MO 64701-0367
21	City of Harrisonville	PO Box 367, Harrisonville, MO 64701-0367
22	Cass County	102 E Wall, Harrisonville, MO 64701

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Rick Deluca, Director**

DATE: **November 9, 2016**

SUBJECT: **Consideration of SUP-1611: Special Use Permit of Brian Faust**

Type of Item: *Approval*

D. Action Item (ID # 2386)

Consideration of SUP-1611: Special Use Permit of Brian Faust

History:

11/17/16	Planning & Zoning Commission	RECOMMENDED

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Marcella McCoy, Director**

DATE: **November 28, 2016**

SUBJECT: **Year-End Budget Amendment**

Type of Item: *Approval*

Mayor Hasek, Board of Aldermen, Interim City Administrator

The proposed year-end budget amendment is presented for approval. There are two funds requiring amendment because of expenses exceeding projections. The Refuse Fund and Aquatics Fund.

Director Deal has presented the outline for the Aquatics Center Fund in the attached memo and worksheet. Recall there has been discussion of the need to make repairs to the Outdoor Pool. The refuse fund is outlined in the attached worksheet.

At mid-year, the refuse revenue line item "receipts for collections" was lowered because the refuse rate was not increased. There have been increases in the number of collections, therefore the recommended increase to revenue is $670.

The recommended increase in "contract payments" is due to the increase in the number of collections and is projected at $1,450. The recommended increase in "citywide cleanup" is primarily due to the "Fall Citywide Cleanup Program completed and $355 is requested to cover the over budget amount in this line item. The total requested increase in expense is $1,805.

The Refuse Fund amendment is presented as a balanced budget. The increase in revenue and expense line items recommended combined with the other existing line items net to zero resulting in no change in fund balance for the Refuse Fund.

There is no other projected amendment to the remaining funds. Ordinance presented for your approval and respectfully request consideration on first reading.

Council Bill No. 083

Ordinance No.

AN ORDINANCE AMENDING THE OPERATING BUDGET FOR THE CITY OF HARRISONVILLE, MISSOURI, FOR THE FISCAL YEAR JANUARY 1, 2016 THROUGH DECEMBER 31, 2016.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AS FOLLOWS:

Section 1: That the annual operating budget for the City of Harrisonville, Missouri, for the fiscal year beginning January 1, 2016, and ending on December 31, 2016, a copy of which is appended hereto and made a part hereof, is hereby amended. Maximum amounts to be expended by fund are as follows:

FUND	BUDGETED REVENUE	BUDGETED EXPENDITURES
GENERAL	$ 8,105,079	$ 9,266,384
PARK	502,525	552,980
SALES TAX	976,000	976,000
COMMUNITY CENTER	1,089,440	1,152,419
EMERGENCY SERVICES	3,579,330	3,580,866
DEBT SERVICE	841,265	841,015
REFUSE	503,730	503,730
ELECTRIC	12,775,280	13,069,523
CWSS	13,587,330	14,443,837
AQUATIC CENTER	148,805	170,550
	42,108,784	44,557,304

Section 2: That the City Administrator is hereby authorized to amend the line items of the budget as needed, but in no event shall more funds be expended for any particular fund than that authorized by this budget without prior approval of the Board of Aldermen. In addition, any monies set aside for capital outlays shall not be used for any other purposes without prior approval of the Board of Aldermen.

Section 3: That this ordinance shall become effective immediately upon its passage and approval.

Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain:

Read for the first time by title only on the 5th day of December, 2016. Read for the second time by title only on the 5th day of December, 2016.

Brian Hasek, Mayor & Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 5th day of December, 2016

MEMO

TO: Board of Alderman

CC: Mayor Hasek
Mike Tholen, Acting City Administrator
Marcella McCoy, Finance Director

FROM: Chris Deal, Parks & Recreation Director
Wendy Hershberger, Assistant Director

DATE: December 5, 2016

RE: Outdoor Pool Fund Year End Budget Adjustment - 2016

As the Board will recall, mid-year budget adjustments were made to both revenue and expenses this year in all park funds in order to more accurately reflect the actual bottom line. Since mid-year there have been a few budget changes that require a year-end budget adjustment in the Outdoor Pool Fund.

Attached to this memo is an account summary for the year-end budget adjustments in specific line items with a description listed for each one of the change areas.

As you can see there have been adjustments to both the revenue & expenses for the Outdoor Pool. While our actual revenue came in $7,035 higher, our additional salary expenses related to having less rain days than budgeted this season as well as the unanticipated expenses related to an Outdoor Pool leak - increase of $5,165 in water utilities & $3,250 to make the necessary repairs - offset these revenue gains.

The total budget variance will be $4,390 of additional expenses for the Outdoor Pool Fund. The expenses above revenue at year-end for the Outdoor Pool Fund will be taken from the Park Board Directed Reserve Fund that has approximately $47,000 remaining. Staff is requesting Board of Alderman approval of this budget adjustment to be funded from the Outdoor Pool Reserve Fund.

Year-End Budget Adjustments 2016

ODP FUND 13

Account #	Account Name	Change & Description	Budgeted	Increase/Decrease	Adjusted Total of Account
13-5333	Swimming Pool Use Fee	Decrease due to less revenue than budgeted at mid-year	$ 75,575.00	$ (1,940.00)	$ 73,635.00
13-5336	Pool Season Passes	Increase due to additional season pass sales above budget	$ 24,330.00	$ 765.00	$ 25,095.00
13-5509	Taxable Misc. (Concessions)	Decrease due to less revenue than budgeted at mid-year	$ 29,000.00	$ (965.00)	$ 28,035.00
13-5510	Misc.	Increase due to additional revenue from AquaCats finals hosting and registration	$ 11,465.00	$ 9,175.00	$ 20,640.00
		Net Change - Revenues	**$ 140,370.00**	**$ 7,035.00**	**$ 147,405.00**
13-6-1124-0102	**Salary Parttime**	Increase to cover additional lifeguard expenses related to having good weather and less rain days than budgeted	$ 65,860.00	$ 3,965.00	$ 69,825.00
13-6-1124-0103	**Salary Overtime**	Increase to cover expenses incurred in the 2016 season	$ 1,300.00	$ 1,945.00	$ 3,245.00
13-6-1124-0201	**Utilities**	Increase due to unanticipated water expenses related to a pool leak	$ 24,990.00	$ 5,165.00	$ 30,155.00
13-6-1124-0210	**Maintenance & Repair**	Increase to cover maintenance expenses incurred	$ 3,150.00	$ 375.00	$ 3,525.00
13-6-1124-0211	**Equipment Maintenance**	Decrease due to less expenses than anticipated in this account	$ 3,150.00	$ (2,225.00)	$ 925.00
13-6-1124-0216	**Other Contractual Services**	Increase to cover expenses to repair the ODP leak	$ 11,000.00	$ 3,250.00	$ 14,250.00
13-6-1124-0303	**Chemicals**	Decrease due to less expenses than anticipated in this account	$ 9,155.00	$ (1,500.00)	$ 7,655.00
13-6-1124-0310	**Supplies**	Increase due to additional expenses related to AquaCats program and other necessary supplies at ODP	$ 6,825.00	$ 1,500.00	$ 8,325.00
13-6-1124-0320	**Concessions Supplies**	Decrease to align with revenue	$ 12,740.00	$ (1,050.00)	$ 11,690.00
			$ 138,170.00	**$ 11,425.00**	**$ 149,595.00**
		Bottom Line Year-End Adjustment		**$ 4,390.00**	

Fund	Account #	Account Name	Change & Description	Budgeted	Increase/Decrease	Requested Budget
REFUSE						
	05-5324	Receipts for Collections	increase in collections	502,960	$670	$503,630
	05-6-0103-0221	Contract Payments	increase in collection	428,975	$1,450	
	05-6-0103-0224	CityWide Cleanup	increase Fall Program	10,000	$355	
				438,975	$1,805	$440,780

Total Revenue Budget Requested	$503,730
Total Expense Budget Requested	$503,730

Total impact to Fund Balance currently projected as no change	-

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **John Hofer, Director**

DATE: **November 2, 2016**

SUBJECT: **Stop Sign - Elm and Halsey**

<u>Type of Item:</u> *Discussion*

We have had a request come forward to place additional stop signs at the intersection of Elm and Halsey.

Street Superintendent Jacobs, Public Works Director Patterson and I have all looked at this request and support making this intersection a 4-way stop intersection. With the support of the Public Safety Committee we will prepare the ordinance and present this item to the Board of Alderman in the near future.

If you have any questions please feel free to contact me at the office.

F. Action Item (ID # 2376)

Council Bill 084: AN ORDINANCE TO ESTABLISH 4-WAY STOP SIGNS FOR THE INTERSECTION OF ELM STREET AND HALSEY STREET

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI, AS FOLLOWS:

<u>Section 1</u>: That it is hereby found and declared by the Board of Aldermen of the City of Harrisonville, Missouri, that it would be in the best public interest and general welfare to establish 4-way stop signs for the intersection of Elm Street and Halsey Street.

<u>Section 2</u>: That the City Administrator shall be directed to cause the necessary STOP signs as above provided to be erected.

<u>Section 3</u>: That any violation of this ordinance shall be punishable as provided by the Code of Ordinances, of the City of Harrisonville, Missouri, Section 100.200.

<u>Section 4</u>: That this ordinance shall become effective immediately upon its passage and the erection of the STOP signs as hereby provided.

Vote taken as follows:

Ayes:

Nays:

Abstain:

Absent:

Read for the first time by title only on the 5th day of December 2016 and was read for a second time by title only on the 5th day of December 2015 and passed by the Board of Aldermen this 5th day of December 2016.

Brian Hasek, Mayor and Ex-Officio

Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 5th day of December 2016

History:

11/10/16	Public Safety Committee	RECOMMENDED

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Marcella McCoy, Director**

DATE: **December 1, 2016**

SUBJECT: **Ordinance Authorizing Not to Exceed $9,544,000 Combined Waterworks and Sewerage System Revenue Bonds**

Type of Item: *Bond*

Mayor, Board of Aldermen, Interim City Administrator

Presented for your approval is the Bond Ordinance authorizing the sale of $9,544,000 in bonds for construction of improvements to the water treatment plant.

City residents voted to approve $7,000,000 in bonds two different occasions. Once in April, 2009 and again in November, 2014. There is $2,544,000 remaining in voted bond authorization from the 2010 bond issue. This combined with the $7,000,000 voter authorization from November, 2014 provides for the water plant improvements.

The Board of Aldermen awarded the contract for improvements to KAT Construction in October, 2016. Staff has worked with DNR, State Bond Counsel, Gilmore & Bell, and City Bond Counsel, Bryan Cave, LLP over the past several weeks. Gilmore & Bell has drafted the documents necessary to execute the sale of the bonds. Bryan Cave, LLP has reviewed and signed off on the documents on behalf of the City as agreed.

Upon completion of the bond sale, the remaining steps to begin construction will be completed. Staff respectfully requests waiving the rules and considering on first reading.

Council Bill No. 085

Ordinance No.

Ordinance Authorizing Not to Exceed $9,544,000 Combined Waterworks and Sewerage System Revenue Bonds

ORDINANCE NO. _________

OF THE

BOARD OF ALDERMEN

OF THE

CITY OF HARRISONVILLE, MISSOURI

PASSED DECEMBER 5, 2016

AUTHORIZING:

NOT TO EXCEED $9,544,000

COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS

(STATE OF MISSOURI - DIRECT LOAN PROGRAM)

SERIES 2017

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS

ARTICLE II

AUTHORIZATION OF BONDS

ARTICLE III

REDEMPTION OF BONDS

ARTICLE IV

RATIFICATION AND ESTABLISHMENT OF FUNDS AND ACCOUNTS

ARTICLE V

APPLICATION OF REVENUES

ARTICLE VI

INVESTMENT OF MONEYS

ARTICLE VII

PARTICULAR COVENANTS OF THE CITY

ARTICLE VIII

ADDITIONAL BONDS

ARTICLE IX

DEFAULT AND REMEDIES

BILL NO. ________

ORDINANCE NO. ________

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $9,544,000 PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS (STATE OF MISSOURI - DIRECT LOAN PROGRAM) SERIES 2017 OF THE CITY OF HARRISONVILLE, MISSOURI, FOR THE PURPOSE OF EXTENDING AND IMPROVING THE CITY'S COMBINED WATERWORKS AND SEWERAGE SYSTEM; PRESCRIBING THE FORM AND DETAILS OF THE BONDS AND THE AGREEMENTS MADE BY THE CITY TO FACILITATE AND PROTECT THEIR PAYMENT; AND PRESCRIBING OTHER RELATED MATTERS.

WHEREAS, the City of Harrisonville, Missouri (the "City"), is a fourth-class city organized and existing under the constitution and laws of the State of Missouri; and

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

WHEREAS, the City desires to construct improvements to the System, such improvements to be financed in part by the issuance by the City pursuant to this Ordinance of its Combined Waterworks and Sewerage System Revenue Bonds (State of Missouri - Direct Loan Program) Series 2017 (the "Bonds") in the maximum principal amount of $9,544,000 (the "Maximum Principal Amount"); and

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

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

WHEREAS, pursuant to the Act, a special bond election was duly held in the City on April 7, 2009 (the "2009 Election") on the following question:

QUESTION

> Shall the City of Harrisonville, Missouri, issue its combined waterworks and sewerage system revenue bonds in the amount of $7,000,000 for the purpose of extending and improving the combined waterworks and sewerage system of said City, the cost of operation and maintenance of said combined waterworks and sewerage system and the principal of and interest on the combined waterworks and sewerage system revenue bonds to be payable solely from the revenues derived by said City from the operation of its combined waterworks and sewerage system?

and it was found and determined that more than a simple majority of the qualified electors of the City voting on the question had voted in favor of the question, the vote having been 718 votes for the question and 328 votes against the question; and

WHEREAS, pursuant to the Act, a special bond election was duly held in the City on November 4, 2014 (the "2014 Election" and, together with the 2009 Election, the "Election") on the following question:

QUESTION

> Shall the City of Harrisonville, Missouri issue its combined waterworks and sewerage system revenue bonds in the amount of $7,000,000 for the purpose of improving the drinking water system of said city, the cost of operation and maintenance of said combined waterworks and sewerage system and the principal of and interest on the combined waterworks and sewerage system revenue bonds to be payable solely from the revenues derived by said city from the operation of its combined waterworks and sewerage system?

and it was found and determined that more than a simple majority of the qualified electors of the City voting on the question had voted in favor of the question, the vote having been 1,255 votes for the question and 983 votes against the question; and

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

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

WHEREAS, $4,046,971.96 of the bonds authorized at the 2009 Election are considered to have been issued (the Series 2010 Bonds as defined below) and the City finds and determines that it is necessary and advisable and in the best interest of the City and of its inhabitants to issue the remaining $2,953,028.04 of the bonds so authorized; and

WHEREAS, none of the bonds authorized at the 2014 Election are considered to have been issued and the City finds and determines that it is necessary and advisable and in the best interest of the City and of its inhabitants to issue $6,590,971.96 of the bonds so authorized; and

WHEREAS, by Ordinance No. 2795 adopted on October 23, 2002 (the "Series 2002 Bond Ordinance"), the City has issued its Combined Waterworks and Sewerage System Refunding and Improvement Revenue Bonds (State Revolving Fund Program) Series 2002 (the "Series 2002 Bonds"), dated November 7, 2002, in the original principal amount of $4,370,000, of which $1,770,000 remains outstanding as of the date of adoption of this Ordinance; and

WHEREAS, by Ordinance No. 2821 adopted on April 3, 2003 (the "Series 2003 Bond Ordinance"), the City has issued its Combined Waterworks and Sewerage System Revenue Bonds (State

Revolving Fund Program) Series 2003 (the "Series 2003 Bonds"), dated April 9, 2003, in the original principal amount of $3,295,000, of which $1,680,000 remains outstanding as of the date of adoption of this Ordinance; and

WHEREAS, by Ordinance No. 2915 adopted on May 5, 2005 (the "Series 2005 Bond Ordinance"), the City has issued its Combined Waterworks and Sewerage System Revenue Bonds (State Revolving Fund Program) Series 2005 (the "Series 2005 Bonds"), dated May 19, 2005, in the original principal amount of $1,710,000, of which $865,000 remains outstanding as of the date of adoption of this Ordinance; and

WHEREAS, by Ordinance No. 3122 adopted on December 21, 2009 (the "Series 2010 Bond Ordinance" and, together with the Series 2002 Bond Ordinance, the Series 2003 Bond Ordinance and the Series 2005 Bond Ordinance, the "Outstanding Parity Bond Ordinance"), the City has issued its Combined Waterworks and Sewerage System Revenue Bonds (State of Missouri - Direct Loan Program - ARRA) Series 2010 (the "Series 2010 Bonds" and, together with the Series 2002 Bonds, the Series 2003 Bonds and the Series 2005 Bonds, the "Outstanding Parity Bonds"), dated January 12, 2010, in the original principal amount of not to exceed $4,300,000, of which $4,046,971.96 was finally issued and $3,046,500 remains outstanding as of the date of adoption of this Ordinance; and

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

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definition of Words and Terms. Capitalized words and terms not otherwise defined in this Ordinance have the meanings set forth in the Purchase Agreement and the Escrow

Agreement (each as defined below). In addition to the foregoing and words and terms defined in the Recitals and elsewhere in this Ordinance, capitalized words and terms have the following meanings in this Ordinance:

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

"Administrative Fee" means the semiannual administrative fee of DNR equal to 0.25% of the aggregate amount of the Bonds Outstanding as of each Administrative Fee Calculation Date (including the final maturity date of the Bonds), payable to the Paying Agent within 30 days after the City's receipt of a statement from the Paying Agent for deposit to the Administrative Expense Fund and subsequent transfers to DNR as described in Section 9 of the Escrow Agreement.

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

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

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

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

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

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

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

"Bonds" means the Combined Waterworks and Sewerage System Revenue Bonds (State of Missouri - Direct Loan Program) Series 2017 authorized and issued under this Ordinance.

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

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

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

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

"Cumulative Principal Amount Outstanding" means the sum of (i) the purchase price of the Bonds paid by the Owner to the Paying Agent on the Closing Date in accordance with the Purchase Agreement and deposited into the funds pursuant to Section 403, and (ii) each additional Purchase Price Installment, as notated on the Bonds by the Paying Agent, less the principal amount redeemed pursuant to Article III.

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

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

"Defeasance Securities" means:

(a) Federal Securities;

(b) obligations of the Resolution Funding Corporation or any successor, but only if the use of the obligations to pay and discharge Bonds pursuant to Article X will cause the discharged Bonds to be rated in the highest long-term category by the Rating Agency; or

(c) obligations of any state of the United States of America or of any agency, instrumentality or local government unit of any state that:

(i) are not callable at the option of the obligor prior to maturity or for which irrevocable instructions have been given by the obligor to call on the date specified in the instructions, and

(ii) are fully secured as to principal, redemption premium and interest by a fund, consisting of cash or Federal Securities, that:

(A) may be applied only to the payment of principal, redemption premium and interest on the obligations, and

(B) is sufficient, as verified by an independent certified public accountant, to pay the principal, redemption premium and interest on the obligations.

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

"Escrow Agreement" means the Escrow Trust Agreement dated as of January 1, 2017, between the City and the Paying Agent, as supplemented, modified or amended in accordance with its terms, related to the Bonds.

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

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

"Interest Payment Date" means each January 1 and July 1, commencing July 1, 2017.

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

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

(a) Federal Securities;

(b) Direct and general obligations of the State, the payment of the principal of and interest on which the full faith and credit of the State is pledged;

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

(d) Deposits which are either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), which shall have a market value at all times at least equal to the principal amount of such certificates of deposit or time deposits, in one or more of the following institutions: banks, trust companies or savings and loan associations (including without limitation, the Paying Agent or any bank affiliated with the Paying Agent) organized under the laws of the United States of America or any state thereof;

(e) Money market mutual funds that are invested in Federal Securities or repurchase agreements that are collateralized by Federal Securities; and

(f) Any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Missouri.

"Net Revenues" means Revenues less Current Expenses.

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

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

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

(1) Bonds canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(2) Bonds for the payment of the principal or redemption price of and interest on which money or Defeasance Securities are held under Section 1001;

(3) Bonds in exchange for which, or in lieu of which, other Bonds have been registered and delivered pursuant to this Ordinance; and

(4) Bonds allegedly mutilated, destroyed, lost, or stolen and paid under Section 208.

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

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

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

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

"Principal Payment Date" means each January 1 and July 1, commencing January 1, 2019, and any date on which the Bonds are optionally redeemed in accordance with Section 301.

"Purchase Agreement" means the Purchase Agreement dated as of January 1, 2017, between the City and DNR, as supplemented, modified or amended in accordance with its terms, related to the Bonds.

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

"Quarterly Payment Date" means each March 15, June 15, September 15 and December 15, commencing March 15, 2017.

"Rating Agency" means Moody's Investors Service, Inc. or S&P Global Ratings, a division of S&P Global Inc., and their respective successors.

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

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

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

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

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

"SRF Leveraged Program Bonds" means any bonds of the City issued in connection with the City's participation in the SRF Leveraged Program.

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

"State" means the State of Missouri.

"Stated Maturity" means January 1, 2038, the final maturity date of the Bonds.

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

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

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

"User Charge Ordinance" means the applicable provisions of Chapter 700 of the Code of Ordinances of the City, including particularly Section 700.460 A. Rates Adopted, as amended by Ordinance No. 3358 (11-16) passed by the Governing Body on April 18, 2016, as further amended, supplemented or replaced.

ARTICLE II

AUTHORIZATION OF BONDS

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

Section 202. Security for Bonds.

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

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

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

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

Section 205. Method and Place of Payment of Bonds.

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

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

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

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

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

Section 206. Registration, Transfer and Exchange of Bonds.

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

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

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

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

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

Section 207. Execution, Authentication and Delivery of Bonds.

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

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

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

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

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

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

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

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

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

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

(b) The City is authorized to enter into the Purchase Agreement and the Escrow Agreement, in substantially the forms presented to the Governing Body. The Mayor is authorized to execute the

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

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

ARTICLE III

REDEMPTION OF BONDS

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

Section 302. Mandatory Redemption Provisions.

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

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

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

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

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

Section 304. Notice and Effect of Call for Redemption.

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

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

(1) the redemption date,

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

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

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

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

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

ARTICLE IV

RATIFICATION AND ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 401. Ratification and Establishment of Funds and Accounts.

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

(1) Combined Waterworks and Sewerage System Revenue Fund (the "Revenue Fund");

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

(3A) Interest Account, Principal Account and Debt Service Account acknowledged under the Series 2002 Bond Ordinance (collectively, the "Series 2002 Bond Debt Service Account");

(3B) Interest Account, Principal Account and Debt Service Account acknowledged under the Series 2003 Bond Ordinance (collectively, the "Series 2003 Bond Debt Service Account");

(3C) Interest Account, Principal Account, State Match Debt Service Account and Leveraged Portion Debt Service Account acknowledged under the Series 2005 Bond Ordinance (collectively, the "Series 2005 Bond Debt Service Account");

(3D) Interest Account, Principal Account and Debt Service Fund established under the Series 2010 Bond Ordinance (collectively, the "Series ~~20052010 Bond Debt Service Account" and, together with the Series 2002 Bond Debt Service Account, the Series 2003 Bond Debt Service Account and the Series 2005 Bond Debt Service Account, the "Outstanding Parity Bond Debt Service Account");~~

~~(4A) Reserve Account acknowledged under the Series 2002 Bond Ordinance (the "Series 2002 Bond Debt Service Reserve Account"); and~~

~~(4B) Reserve Account acknowledged under the Series 2003 Bond Ordinance (the "Series 2003 Bond Debt Service Reserve Account"); and~~

~~(4C) Reserve Account acknowledged under the Series 2005 Bond Ordinance (the "Series 2005 Bond Debt Service Reserve Account" and, together with the Series 2002 Bond Debt Service Reserve Account and the Series 2003 Bond Debt Service Reserve Account, the "Outstanding Parity Bond Debt Service Reserve Account"); and~~

~~(5) Combined Waterworks and Sewerage System Depreciation and Replacement Account (the "Depreciation and Replacement Account"); and~~

~~(6) Combined Waterworks and Sewerage System Surplus Account (the "Surplus Account"),~~

~~are hereby ratified.~~

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

~~(1) the Debt Service Fund;~~

~~(2) the Construction Fund;~~

~~(3) the Repayment Fund, consisting of the Principal Account and the Interest Account; and~~

~~(4) the Administrative Expense Fund.~~

~~Section 402. Administration of Funds and Accounts. The funds and accounts described in Section 401(a)(1), (2), (5) and (6) will be maintained and administered by the City under this Ordinance and the Outstanding Parity Bond Ordinance while any of the Bonds and the Outstanding Parity Bonds are outstanding. The funds and accounts described in Section 401(a)(3A), (3B), (3C), (3D), (4A), (4B) and (4C) will be maintained and administered by or on behalf of the City while the applicable Outstanding Parity Bonds are outstanding. The funds and accounts described in Section 401(b) will be maintained and administered by the Paying Agent pursuant to the Escrow Agreement while the Bonds are Outstanding.~~

~~Section 403. Deposits and Application of Bond Proceeds.~~

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

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

~~the City Clerk, including any alterations in or amendments to the plans and specifications approved by the Governing Body and DNR with the advice of the Consulting Engineer.~~

~~(c) Requisitions will be submitted for funding of the Purchase Price Installments and resulting withdrawals from the Construction Fund in accordance with Article III of the Purchase Agreement. Funds will be disbursed from the Administrative Expense Fund as provided in the Escrow Agreement.~~

~~ARTICLE V~~

~~APPLICATION OF REVENUES~~

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

~~Section 502. Application of Moneys in Funds and Accounts.~~

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

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

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

~~(A) to the Interest Account, on March 15, 2017, and on each Quarterly Payment Date thereafter, 1/2 of the amount of interest due on the Bonds on the next Interest Payment Date, with the balance in the Debt Service Fund and the Interest Account on an Interest Payment Date after the payment of the principal of and interest due on the Bonds on the Interest Payment Date to be credited against the next succeeding Quarterly Payment; provided that prior to the Completion of Funding,~~

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

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

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

~~(B) to the Principal Account, on September 15, 2018 and on each Quarterly Payment Date thereafter, 1/2 of the principal due on the Bonds on the next succeeding Principal Payment Date, whether at Stated Maturity or upon mandatory sinking fund redemption. If the Initiation of Operations specified in the certificate delivered by the City under Section 3.5 of the Purchase Agreement is earlier than the expected Initiation of Operations, (i) the first quarterly installment of principal of the Bonds will be paid no later than the Quarterly Payment Date which is not more than 12 months after the Initiation of Operations, and (ii) on the Quarterly Payment Date which is not more than 20 years after the Initiation of Operations, all remaining unpaid principal installments of the Bonds will be paid;~~

~~(3) on the dates required by the Outstanding Parity Bond Ordinance, the amounts required to pay the fees described in the Outstanding Parity Bond Ordinance;~~

~~(4) at the times required under the Outstanding Parity Bond Ordinance, to the Outstanding Parity Bond Debt Service Reserve Account the amount required under the Outstanding Parity Bond Ordinance;~~

~~(5) on the dates required by Section 211, to the Paying Agent for deposit to the Administrative Expense Fund, the amounts required to pay the Administrative Fee and the Paying Agent's Fees and expenses;~~

~~(6) to the Depreciation and Replacement Account, the amounts on the dates required by the User Charge Ordinance; and~~

~~(7) at the times required under the Outstanding Parity Bond Ordinance or, after the date on which the Outstanding Parity Bonds are no longer outstanding, on each Quarterly Payment Date, the remaining balance to the Surplus Account.~~

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

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

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

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

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

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

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

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

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

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

~~Section 503. Deficiency of Payments into Funds and Accounts.~~

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

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

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

~~Section 505. Business Days. If any date for the payment of principal of, or redemption premium, if any, or interest on the Bonds or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter with the same force and effect as if made on the date fixed for payment or performance.~~

~~ARTICLE VI~~

~~INVESTMENT OF MONEYS~~

~~Section 601. Investment of Moneys.~~

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

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

~~ARTICLE VII~~

~~PARTICULAR COVENANTS OF THE CITY~~

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

~~Section 702. Rate Covenant. The City will fix, establish, maintain and collect rates and charges for the use and services furnished by or through the System to produce income and revenues sufficient to (a) pay the costs of the operation and maintenance of the System; (b) pay the principal of and interest on the Bonds as and when due; (c) enable the City to have in each Fiscal Year Net Revenues of not less than 110% of the amount required to be paid by the City in the Fiscal Year on account of both principal of and interest on all System Revenue Bonds at the time outstanding, provided that (i) interest on any System Revenue Bonds will be reduced by Subsidy Payments, if any, and (ii) principal and/or interest on any System Revenue Bonds will be reduced by amounts deposited in trust or escrowed for the payment thereof with the Owner or commercial bank or trust company located in the State of Missouri having full trust powers and acting as trustee or escrow agent and that are reasonably expected to be used for the payment of principal and/or interest on any System Revenue Bonds during the calculation period; and (d) provide reasonable and adequate reserves for the payment of the Bonds and the interest thereon and for the protection and benefit of the System as provided in this Ordinance. The City will require the prompt payment of accounts for service rendered by or through the System and will promptly take whatever action is legally permissible to enforce and collect delinquent charges.~~

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

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

~~Section 705. Annual Audit.~~

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

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

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

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

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

~~ARTICLE VIII~~

~~ADDITIONAL BONDS~~

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

~~Section 802. Parity Lien Bonds or Obligations.~~

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

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

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

~~(A) the average annual Net Revenues as set forth in the two most recent annual audits for Fiscal Years preceding the issuance of additional bonds, are at least 110% of the average annual debt service on the System Revenue Bonds, including the additional bonds proposed to be issued, to be paid out of the Net Revenues in all succeeding Fiscal Years. Interest to be paid on any System Revenue Bonds will be reduced by Subsidy Payments, if any. Principal and/or interest to be paid on any System Revenue Bonds will be reduced by amounts deposited in trust or escrowed for the payment thereof with the Owner or commercial bank or trust company located in the State of Missouri having full trust powers and acting as trustee or escrow agent and that are reasonably expected to be used for the payment of principal and/or interest on any System Revenue Bonds during the calculation period. If the City has made any increase in rates for the use and services of the System and the increase has not been in effect during all of the two Fiscal Years for which annual audits are available, the City may add to the audited Net Revenues the additional Net Revenues which would have resulted if the rate increase had been in effect for the entire period, as certified by a Consultant; or~~

~~(B) the estimated average annual Net Revenues for the two Fiscal Years immediately following the issuance of the additional bonds or, if improvements are to be made to the System with the proceeds of the additional bonds, for the two Fiscal Years immediately following the Fiscal Year in which the improvements to the System being financed by the additional bonds are to be in commercial operation, as certified by a Consultant, is at least 110% of the average annual debt service on the System Revenue Bonds, including the additional bonds proposed to be issued, to be paid out of the Net Revenues in succeeding Fiscal Years following the commencement of commercial operation of the improvements. Interest to be paid on any System Revenue Bonds will be reduced by Subsidy Payments, if any. Principal and/or interest to be paid on any System Revenue Bonds will be reduced by amounts deposited in trust or escrowed for the payment thereof with the Owner or commercial bank or trust company located in the State of Missouri having full trust powers and acting as trustee or escrow agent and that are reasonably expected to be used for the payment of principal and/or interest on any System Revenue Bonds during the calculation period. In determining the amount of estimated Net Revenues for the purpose of this subsection, a Consultant may adjust the estimated net income and revenues by adding the estimated increase in Net Revenues resulting from any increase in rates for the use and services of the System approved by the City and to become effective during the two Fiscal Years immediately following the~~

~~Fiscal Year in which the improvements to the System being financed by the additional bonds are to be in commercial operation.~~

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

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

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

~~ARTICLE IX~~

~~DEFAULT AND REMEDIES~~

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

~~Section 902. Remedies.~~

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

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

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

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

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

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

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

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

~~ARTICLE X~~

~~DEFEASANCE~~

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

~~ARTICLE XI~~

~~AMENDMENTS~~

~~Section 1101. Amendments.~~

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

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

~~ARTICLE XII~~

~~**MISCELLANEOUS PROVISIONS**~~

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

~~Section 1202. Electronic Transactions. The transactions described in this Ordinance and the Bonds may be conducted and related documents may be stored, received and delivered by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.~~

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

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

~~Section 1205. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Board of Aldermen and approval by the Mayor.~~

~~[Remainder of Page Intentionally Left Blank]~~

~~Vote taken as follows:~~

~~Ayes:~~

~~Nays:~~

~~Absent:~~

~~Abstain:~~

~~Read for the first time by title only on the 5th day of December, 2016. Read for the second time by title only on this 5th day of December, 2016 and passed by the Board of Aldermen this 5th day of December, 2016.~~

~~Brian Hasek, Mayor & Ex-Officio~~
~~Chairman of the Board of Aldermen~~

~~(Seal)~~

~~ATTEST:~~

~~Kim Hubbard, City Clerk~~

~~APPROVED by the Mayor this 5th day of December, 2016.~~

~~**EXHIBIT A**~~

~~**FORM OF BOND**~~

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

~~Registered~~ ~~Registered~~
~~No. R-________~~ ~~[Not to exceed] $______________~~

~~**UNITED STATES OF AMERICA**~~
~~**STATE OF MISSOURI**~~

~~**CITY OF HARRISONVILLE, MISSOURI**~~

~~**COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND**~~
~~**(STATE OF MISSOURI - DIRECT LOAN PROGRAM)**~~
~~**SERIES 2017**~~

~~**Closing Date**~~ ~~**Interest Rate**~~ ~~**Stated Maturity**~~

~~January 1, 2038~~

~~**REGISTERED OWNER:**~~

~~**PRINCIPAL AMOUNT: [NOT TO EXCEED] ________________________ DOLLARS**~~

~~The **CITY OF HARRISONVILLE, MISSOURI**, a fourth-class city and political subdivision of the State of Missouri (the "City"), for value received, hereby promises to pay to the Owner shown above, or registered assigns, the Cumulative Principal Amount Outstanding set forth on **Schedule A** to this Bond on the Maturity Date shown above, and to pay interest thereon at the Interest Rate per annum shown above, on January 1 and July 1 in each year, commencing July 1, 2017 (each an "Interest Payment Date"), from the date shown on **Schedule A** or from the most recent Interest Payment Date to which interest has been paid or duly provided for, computed on the basis of a 360-day year of twelve 30-day months. Terms not otherwise defined in this Bond have the respective meanings as set forth in the Ordinance.~~

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

~~This Bond is one of a duly authorized series of bonds of the City designated Combined Waterworks and Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program) Series 2017" (the "Bonds"), issued by the City for the purpose of extending and improving the combined waterworks and sewerage system owned and operated by the City (said system, together with the City's sewerage system and all future improvements and extensions theretoto the waterworks system and/or the sewerage system hereafter constructed or acquired by the City, being herein called the "System"), under the authority of and in full compliance with Chapter 250 of the Revised Statutes of Missouri, as amended, and pursuant to an election duly held in the City and an ordinance duly passed by the governing body of the City (the "Ordinance").~~

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

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

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

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

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

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

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

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

~~This Bond may be transferred or exchanged, as provided in the Ordinance, only upon the registration books kept for that purpose at the above-mentioned office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Paying Agent duly executed by the Owner or the Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal~~

~~amount shall be issued to the transferee in exchange therefor as provided in the Ordinance, and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.~~

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

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

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

~~(SEAL)~~ ~~CITY OF HARRISONVILLE, MISSOURI~~

~~ATTEST:~~

~~By~~

~~City Clerk~~ ~~Mayor~~

~~CERTIFICATE OF AUTHENTICATION~~

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

~~Registration Date:~~

~~UMB BANK, N.A., Paying Agent~~

~~By~~

~~Authorized Signatory~~

~~**RECORD OF PRINCIPAL PAYMENTS AND PREPAYMENTS**~~

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

~~**ASSIGNMENT**~~

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

~~Print or Type Name of Transferee~~

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

~~Dated:~~

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

~~By:~~

~~Name:~~

~~Title:~~

~~SCHEDULE A~~

~~CITY OF HARRISONVILLE, MISSOURI~~
~~COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND~~
~~(STATE OF MISSOURI - DIRECT LOAN PROGRAM)~~
~~SERIES 2017~~

~~CUMULATIVE PRINCIPAL AMOUNT OUTSTANDING~~

~~Date~~[θ]	~~Purchase Price Installment~~	~~Principal Amount Redeemed~~[θ]	~~Cumulative Principal Amount Outstanding~~	~~Authorized Signatory of Paying Agent~~

~~EXHIBIT B~~

~~MANDATORY SINKING FUND REDEMPTION SCHEDULE~~

~~Redemption Date~~	~~Principal Amount~~	~~Redemption Date~~	~~Principal Amount~~
~~January 1, 2019~~	~~$209,000~~	~~January 1, 2029~~	~~$246,000~~
~~July 1, 2019~~	~~211,000~~	~~July 1, 2029~~	~~248,000~~
~~January 1, 2020~~	~~213,000~~	~~January 1, 2030~~	~~250,000~~
~~July 1, 2020~~	~~214,000~~	~~July 1, 2030~~	~~252,000~~
~~January 1, 2021~~	~~216,000~~	~~January 1, 2031~~	~~254,000~~
~~July 1, 2021~~	~~218,000~~	~~July 1, 2031~~	~~256,000~~
~~January 1, 2022~~	~~220,000~~	~~January 1, 2032~~	~~258,000~~
~~July 1, 2022~~	~~221,000~~	~~July 1, 2032~~	~~260,000~~
~~January 1, 2023~~	~~223,000~~	~~January 1, 2033~~	~~262,000~~
~~July 1, 2023~~	~~225,000~~	~~July 1, 2033~~	~~264,000~~
~~January 1, 2024~~	~~227,000~~	~~January 1, 2034~~	~~266,000~~
~~July 1, 2024~~	~~229,000~~	~~July 1, 2034~~	~~268,000~~
~~January 1, 2025~~	~~230,000~~	~~January 1, 2035~~	~~271,000~~
~~July 1, 2025~~	~~232,000~~	~~July 1, 2035~~	~~273,000~~
~~January 1, 2026~~	~~234,000~~	~~January 1, 2036~~	~~275,000~~
~~July 1, 2026~~	~~236,000~~	~~July 1, 2036~~	~~277,000~~
~~January 1, 2027~~	~~238,000~~	~~January 1, 2037~~	~~279,000~~
~~July 1, 2027~~	~~240,000~~	~~July 1, 2037~~	~~282,000~~
~~January 1, 2028~~	~~242,000~~	~~January 1, 2038[‡]~~	~~281,000~~
~~July 1, 2028~~	~~244,000~~		

~~‡Maturity~~

~~**CERTIFICATE**~~

~~I, the undersigned, City Clerk of the City of Harrisonville, Missouri, hereby certify that the above and foregoing constitutes a full, true and correct copy of the Ordinance duly passed by the Board of Aldermen of the City at a meeting duly and regularly held, after proper notice thereof, on December 5, 2016; that said Ordinance has not been modified, amended or repealed, and is in full force and effect as of the date hereof; and that the same is on file in my office.~~

~~WITNESS my hand and official seal this ______ day of ________________, 2017.~~

~~City Clerk~~

~~(Seal)~~

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Marcella McCoy, Director**

DATE: **December 1, 2016**

SUBJECT: **Harrisonville Senior Living & 353 Financing**

Type of Item: *Discussion*

As we continue discussion of the Harrisonville Senior Living and 353 Financing project, the following recap is providing for your information.

As you may recall, Resolution 018-16 was approved on May 2, 2016. This resolution authorized the funding agreement between the City and Harrisonville Senior Care Center, LLC. As a part of the agreement, a deposit was provided by Harrisonville Senior Care Center, LLC in the amount of $10,000. The agreement states that the deposit is to be maintained at this level, reimbursing the City as costs associated with the development are incurred. The chart attached provides a recap of:

1. The expenses incurred by the City
2. Dates invoices were sent to Harrisonville Senior Care Center, LLC
3. Payments received from Harrisonville Senior Care Center, LLC.
4. Deposit balance to date.

Additionally, the City has received an invoice from Springsted in the amount of $8,509.53 that has not been paid because there is not sufficient money from the deposit provided by Senior Care and payment of the September and October invoices has not been received. A copy of the Springsted invoice was included with the November billing statement stating the need for the $8,509.53 along with $6,321.94.

Notice was sent to the Lauber office stating no payment had been received for services provided in September and October by Senior Care. No further work was to be completed until payment is received. Furthermore, it seem rather unfair to not pay Springsted for services rendered as well.

Since execution of the agreement in May, 2016, the City has completed the required steps outlined in the agreement. Harrisonville Senior Care Center, LLC has completed part of their obligation in the agreement and have communicated to the Board of Alderman the steps they are taking to secure financing of the project. The list of actions taken by the City is provided for your information.

H. Discussion Item (ID # 2398)

Harrisonville Senior Living & 353 Financing

Attachments:

Recap of Expenses and Payments from Harrisonville Senior Care (PDF)

Date	City Paid Expense	Interest Accrued	Invoice to Senior Care	Senior Care Payment	Deposit Balance
5/12/2016				10,000.00	$ 10,000.00
3/31/2016	1,406.25				8,593.75
4/30/2016	637.50				7,956.25
4/30/2016	2,290.00				5,666.25
5/19/2016			4,333.75		5,666.25
6/20/2016	1,522.50				4,143.75
7/13/2016	633.75				3,510.00
7/26/2016			6,490.00		3,510.00
8/17/2016	1,815.00				1,695.00
8/24/2016	(637.50)				2,332.50
8/23/2016			5,852.50		2,332.50
9/9/2016				5,852.50	8,185.00
9/21/2016	562.50				7,622.50
9/21/2016			1,815.00		7,622.50
9/30/2016		2.70			7,622.50
10/19/2016			2,380.20		7,622.50
10/17/2016	2,463.75				5,158.75
11/8/2016	1,471.25				3,687.50
11/29/2016		4.04	6,321.94		3,687.50
					3,687.50
					3,687.50

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Sheryl Stanley, Deputy City Clerk**

DATE: **December 2, 2016**

SUBJECT: **Discussion - Inspections**

Type of Item: *Discussion*

Please see the attached email for further information on this item.

I. Action Item (ID # 2399)

Discussion - Inspections

Attachments:

Email re Inspections (PDF)

Sheryl Stanley

From: khubbard
Sent: Friday, December 02, 2016 8:28 AM
To: Sheryl Stanley
Subject: FW: inspections

Kim Hubbard, MRCC/CMC
City Clerk
City of Harrisonville
816-380-8916
4th Class City
Population: 10,019

From: Mike Tholen [mailto:mtholen@ci.harrisonville.mo.us]
Sent: Thursday, December 01, 2016 6:38 PM
To: khubbard <khubbard@ci.harrisonville.mo.us>
Subject: FW: inspections

Kim –

Mayor Hasek has asked for this to be on the next BOA agenda as a discussion item.

Since the writing of this memo, which has been distributed to the Boardmembers, Alderman Bockelman gave me the name and number of Mr. Brinkley, the site super for the Villas project, and I got to meet Mr. Brinkley, as well. I later called him and we talked briefly, but he didn't want to make a deal about accusations; he just wanted inspections to get done, and I assured him that is the City's goal as well. He suggested that we talk again on Monday the 21st, since there was planned a meeting Monday morning about this, and he might know more after that time.

He never got in touch with me on Monday. I called him and left him messages, with no response.

Late Monday afternoon(11-21-2016), Kim Hubbard forwarded to me the email chain containing the ibts inspection services plan, which the BOA reviewed and approved that evening. Following the Board meeting, I initiated a contact with Mr. Curt Skoog of ibts, and we met on Tuesday to review his proposal and work out details. I discussed the agreement with the City Attorney, we got together on a clean draft agreement, and Mr. Skoog got his approvals in place as well.

Following the Thanksgiving holiday, and with all parties in agreement on the contract terms, I executed the ibts agreement on behalf of the City and sent it to them, and they have assured the City that they will return a signed copy to us. Their plan was to begin their services on the project Wednesday (11-30-2016), and the City has been providing inspection services up to that point. I have also heard that Mr. Brinkley is off this job for a couple of weeks, so we have heard nothing further from him.

Kip Thomas tendered his resignation Wednesday afternoon, so we will begin working on a recruitment plan to fill both that position as well as the 2017 authorized position.

I hope this brings everyone up to date for the discussion on Monday. Please distribute this to the Boardmembers.

Mike

From: Mike Tholen [mailto:mtholen@ci.harrisonville.mo.us]
Sent: Thursday, November 17, 2016 6:56 PM
To: 'BHasek@ci.harrisonville.mo.us'
Cc: 'KHubbard@ci.harrisonville.mo.us'
Subject: inspections

Mayor –

I met this afternoon with Rick DeLuca and Kip Thomas about the complaints from Harrisonville Villas. Mr. Thomas said he did not refuse to do any concrete inspections, and that he has not been involved in pulling political signs for quite some time, anyway. He also denies making any threat along the lines of "I can make or break you". We discussed the priority of work in the department, and all agreed that, of course, inspections were the top priority.

We reviewed the existing departmental policy, which is: Priority inspections (water, sewer, footing, foundations, open trench stuff) within 2 hours

Other inspections within 24 hours

The existing practice is inspections as soon as possible, and most often the same day.

Current backup are: water/sewer is Robert Edwards, electrical is Brent Stockstill, drives/sidewalks is Eric Patterson.

Inspection requests are logged into the system, then updated when completed, I will be reviewing the logs for the project.

We reviewed the goals and expectations of the City: to serve our citizens with timely, courteous, responsive codes administration resulting in quality, safe construction.

After Alderman Bockelman provides the names, I will meet with the complainants on the site and investigate this further.

Mike