

**CITY OF GRAIN VALLEY BOARD OF ALDERMEN
REGULAR MEETING AGENDA**

OCTOBER 10, 2016

7:00 P.M.

OPEN TO THE PUBLIC

LOCATED IN THE COUNCIL CHAMBERS OF CITY HALL
711 MAIN STREET – GRAIN VALLEY, MISSOURI

ITEM I: CALL TO ORDER

- Mayor Mike Todd

ITEM II: ROLL CALL

- Deputy City Clerk Khalilah Holland

ITEM III: INVOCATION

- Darryl Jones of Crossroads Church

ITEM IV: PLEDGE OF ALLEGIANCE

- Girl Scout Troop 716

ITEM V: APPROVAL OF AGENDA

- City Administrator Ryan Hunt

ITEM VI: PROCLAMATIONS

- Eagle Scout Troop 692
 - Thomas Fligg
 - Spencer Porter
 - Joshua Shaut

ITEM VII: CITIZEN PARTICIPATION

- Citizens are Asked to Please Limit Their Comments to Two (2) Minutes

ITEM VIII: CONSENT AGENDA

- September 2016 – Court Report
- September 10, 2016 – Planning & Zoning Meeting Minutes
- September 26, 2016 – Board of Aldermen Meeting Minutes
- October 10, 2016 – Accounts Payable



ITEM IX: PREVIOUS BUSINESS

- Sugar Shack

ITEM X: NEW BUSINESS

- None

ITEM XI: PRESENTATION

- ICMAtv Video Production

ITEM XII: ORDINANCES

ITEM XII (A) **An Ordinance Finding that the Grain Valley Marketplace
B16-19 Neighborhood Improvement District Improvements Have Been
1ST & 2ND READ Completed in Accordance with the Approved Plans and
Introduced by Specifications; Apportioning the Final Costs of the Improvements
Alderman West Among the Properties Benefitted by the Improvements; and
Assessing the Final Costs of the Improvements as Special
Assessments Against the Property Described in the Final
Assessment Roll**

To approve the final assessment amounts for the Grain Valley Marketplace NID

ITEM XII (B) **An Ordinance Authorizing the Issuance of Not to Exceed
B16-20 \$3,400,000 Principal Amount of Neighborhood Improvement
1ST READ District Limited General Obligation Bonds (Grain Valley
Introduced by Marketplace Project), Series 2016, of the City of Grain Valley,
Alderman West Missouri; and Authorizing Certain Other Documents and Actions
in Connection Therewith**

To issue bonds to pay off the temporary notes

ITEM XIII: RESOLUTIONS

ITEM XIII (A) **A Resolution by the Board of Aldermen of the City of Grain Valley
R16-40 to Approve the Installation of a Street Light at the Intersection of
Introduced by NW Cottonwood Drive and NW Cottonwood Circle
Alderman
Coleman**

To provide lighting of the road and community safety

ITEM XIII (B) **A Resolution by the Board of Aldermen of the City of Grain Valley
R16-41 to Approve the Installation of Three (3) Street Lights Along Eagle
Introduced by Ridge Drive
Alderman
Coleman**

To provide lighting of the road and community safety



**ITEM XIII (C) A Resolution by the Board of Aldermen of the City of Grain Valley
R16-42 Authorizing the City Administrator To Enter Into an Agreement
Introduced by for Storm Warning Siren Upgrades**

*Alderman
Arnold*

Citywide upgrade project to four (4) sirens in Grain Valley

ITEM XIV: CITY ATTORNEY REPORT

- City Attorney Jim Cook

ITEM XV: CITY ADMINISTRATOR & STAFF REPORTS

- City Administrator Ryan Hunt
- Community Development Director Ken Murphy
- Finance Director Cathy Bowden
- Deputy City Clerk Khalilah Holland
- Parks & Recreation Director Shannon Davies
- Chief of Police David Starbuck

ITEM XVI: BOARD OF ALDERMEN REPORTS & COMMENTS

- Alderman Dale Arnold
- Alderman Jeff Coleman
- Alderman Bob Headley
- Alderman Chuck Johnston
- Alderman Valerie Palecek
- Alderman Yolanda West

ITEM XVII: MAYOR REPORT

- Mayor Mike Todd

ITEM XVIII: EXECUTIVE SESSION

- Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended
- Leasing, Purchase or Sale of Real Estate Pursuant to Section 610.021(2), RSMo. 1998, as Amended
- Hiring, Firing, Disciplining or Promoting of Employees (personnel issues), Pursuant to Section 610.021(3), RSMo. 1998, as Amended
- Individually Identifiable Personnel Records, Personnel Records, Performance Ratings or Records Pertaining to Employees or Applicants for Employment, Pursuant to Section 610.021(13), RSMo 1998, as Amended

ITEM XIX: ADJOURNMENT



PLEASE NOTE

THE NEXT SCHEDULED MEETING OF THE CITY OF GRAIN VALLEY BOARD OF ALDERMEN WILL TAKE PLACE OCTOBER 19, 2016 AS A SPECIAL MEETING AT 6:30 P.M. TO BE HELD IN THE COUNCIL CHAMBERS OF GRAIN VALLEY CITY HALL

PERSONS REQUIRING AN ACCOMMODATION TO ATTEND AND PARTICIPATE IN THE MEETING SHOULD CONTACT THE CITY CLERK AT 816.847.6211 AT LEAST 48 HOURS BEFORE THE MEETING

THE CITY OF GRAIN VALLEY IS INTERESTED IN EFFECTIVE COMMUNICATION FOR ALL PERSONS

UPON REQUEST, THE MINUTES FROM THIS MEETING CAN BE MADE AVAILABLE BY CALLING 816.847.6211



Proclamations

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Consent

Agenda

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MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and terminology. Complete a report each month even if there has not been any court activity

I. COURT INFORMATION		Contact information same as last report <input type="checkbox"/>	
Municipality: GRAIN VALLEY		Reporting Period: September, 2016	
Mailing Address: 711 MAIN		Software Vendor: Tyler Technologies	
Physical Address: 711 MAIN		County JACKSON	Circuit: 16
Telephone Number: (816) 847-6240		Fax Number: (816) 847-6209	
Prepared By: Kari Boardman	E-mail Address kboardman@cityofgrainvalley.org		iNotes <input type="checkbox"/>
Municipal Judge(s): JOHN JACK		Prosecuting Attorney: JAMES COOK	

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	218	682	234
B. Cases (citations / informations) filed	13	59	21
C. Cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court / bench trial - GUILTY	0	0	0
3. court / bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	53	30	21
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	31	0
6. dismissed by court	13	33	29
7. nolle prosequi	0	0	0
8. certified for jury trial(not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	66	94	50
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]	165	647	205
E. Trial de Novo and / or appeal applications filed	0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period	43	# Issued during period	3
2. # Served/withdrawn during reporting period	23	<input type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	313		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

I. COURT INFORMATION	Municipality: GRAIN VALLEY	Reporting Period: September, 2016
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V. DISBURSEMENTS			
Excess Revenue (minor traffic violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$ 9,512.00	EQUIPMENT REIMB DWI	\$ 750.50
Clerk Fee - Excess Revenue	\$ 756.00	O/R CVC Paid to City	\$ 38.11
Crime Victims Compensation (CVG) Fund surcharge - Paid to City/Excess Revenue	\$ 23.31		\$
Bond forfeitures (paid to city) - Excess Revenue	\$ 0.00		\$
Total Excess Revenue	\$ 10,291.31		\$
Other Revenue (non-minor traffic and ordinance violations not subject to the excess revenue percentage limitation)			\$
Fines - Other	\$ 9,226.85		\$
Clerk Fee - Other	\$ 1,215.63		\$
Judicial education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$ 0.00		\$
Peace Officer Standard and Training (POST) Commission surcharge	\$ 162.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to state	\$ 1,155.06		\$
Law Enforcement Training (LET) Fund surcharge	\$ 330.63		\$
Domestic Violence Shelter surcharge	\$ 638.00		\$
Inmate Prisoner Detainee Security Fund surcharge	\$ 0.00		\$
Sheriff's Retirement Fund (SRF) surcharge	\$ 462.91		\$
Restitution	\$ 865.60		\$
Parking ticket revenue (including penalties)	\$ 0.00		\$
Bond forfeitures (paid to city) - Other	\$ 1,500.00		\$
Total Other Revenue	\$ 15,556.68		\$
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		Total Other Disbursements	\$ 3,031.61
		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$ 28,879.60
E/R INCARCERATION REIMBURSEMENT	\$ 40.00		
INCARCERATION REIMBURSEMENT	\$ 1,044.00	Bond Refunds	\$ 11,148.90
OFFICER REIMBURSEMENT DWI	\$ 1,159.00	Total Disbursements	\$ 40,028.50

Office of State Courts Administrator, Statistics, 2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110



City of Grain Valley
Planning & Zoning Commission
Meeting Minutes
Regular Meeting

8/10/2016
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ITEM I: CALL TO ORDER

- The Planning & Zoning Commission of the City of Grain Valley, Missouri, met in Regular Session August 8, 2016, at 7:00 p.m. in the Council Chambers in the Grain Valley City Hall
- The meeting was called to order by Mike Reneau

ITEM II: ROLL CALL

- Mike Reneau called roll
- *Absent: James Pycior*
- *Present: Kevin Browning*
- *Present: Bob Dimmitt*
- *Present: Elijah Greene*
- *Present: Debbie Saffell*
- *Present: Mike Reneau*
- *Present: Haydn Ambrose*
- *Present: Craig Shelton*
- *Present: Dale Arnold*
- *There was a quorum present*

ITEM III: APPROVAL OF MINUTES

- Kevin Browning motioned to approve the minutes from the July 13, 2016 regular meeting; the motion was seconded by Bob Dimmitt; Commission approved 7-0.

ITEM IV: CITIZEN PARTICIPATION

- None

ITEM V: PUBLIC HEARING

- Request for zone change from M-1 light-industrial to Downtown Overlay District – Transition Zone for portions of the Breezeway Exclusive Business Park
 - Ken Murphy gave an overview of the requested zone change and stated that this was needed because the new developer for Grain Valley Marketplace was bringing more land into the development to allow for the construction of the Price Chopper. He stated that this was needed to bring the additional land into the same zoning district as the current Grain Valley Marketplace sites. Mr. Murphy stated that the zone change was the first step and that the following step was a final plat

Commissioners Present

Bob Dimmitt
Mike Reneau
Elijah Greene
Haydn Ambrose
Debbie Saffell
Craig Shelton
Kevin Browning
Dale Arnold

Commissioners Absent

James Pycior

Staff Officials Present

Community Development Director -
Ken Murphy
City Engineer – Rick Arroyo



City of Grain Valley
Planning & Zoning Commission
Meeting Minutes
Regular Meeting

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- combining multiple lots from the Marketplace and Breezeway.
- Elijah Greene asked how many tenants were included in this. John Davis with Star Development stated that in the future there might be an agreement with a bank or coffee shop but that for now it was just going to be the price chopper. Mr. Greene also asked why the building was oriented this way. Mr. Davis stated that it was to allow for easy truck access and that it was preferred by the developer. Mr. Greene asked whether the current water line was going to be capped or removed. Rick Arroyo stated that the line would be abandoned and capped so there would be no chance of leaks.
 - Craig Shelton questioned the drive that currently accesses the back of the movie theater. Mr. Murphy stated that there would be a shared access easement that allowed traffic to enter from Woodbury Drive. Mr. Davis added that it would mostly be used for truck traffic.

ITEM VI: ACTION ITEMS

- Zone Change – M-1 Light Industrial to Downtown Overlay District – Transition Zone
 - Haydn Ambrose motioned to approve the requested zone change; the motion was seconded by Kevin Browning; Commission approved 7-0.
- Final Plat – Grain Valley Marketplace No. 2
 - Haydn Ambrose motioned to approve the final plat of Grain Valley Marketplace No. 2; the motion was seconded by Kevin Browning; Commission approved 7-0.

ITEM VII: PREVIOUS BUSINESS

- None

ITEM VIII: NEW BUSINESS

- None

ITEM IX: ADJOURNMENT

- There being no further business, Kevin Browning motioned to adjourn the August 10, 2016 Planning Commission Meeting; seconded by Craig Shelton; Mike Reneau announced that this would be his last meeting as he was resigning his position; Commission approved 7-0.

-The Regular Meeting Adjourned at 7:30 p.m.-

Commissioners Present
Bob Dimmitt
Mike Reneau
Elijah Greene
Haydn Ambrose
Debbie Saffell
Craig Shelton
Kevin Browning
Dale Arnold

Commissioners Absent
James Pycior

Staff Officials Present
Community Development Director -
Ken Murphy
City Engineer – Rick Arroyo



CITY OF GRAIN VALLEY
BOARD OF ALDERMEN MEETING MINUTES
Regular Session

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ITEM I: CALL TO ORDER

- The Board of Aldermen of the City of Grain Valley, Missouri, met in Regular Session on September 26, 2016 at 7:05 p.m. in the Council Chambers located at Grain Valley City Hall
- The meeting was called to order by Mayor Mike Todd

ITEM II: ROLL CALL

- City Clerk Chenéy Parrish called roll
- *Present: Arnold, Headley, Johnston, Palecek, West*
- *Absent: None*

-QUORUM PRESENT-

ITEM III: INVOCATION

- Invocation was given by Billy Moss of Faith United Methodist Church

ITEM IV: PLEDGE OF ALLEGIANCE

- The Pledge of Allegiance was led by Alderman Bob Headley

ITEM V: APPROVAL OF AGENDA

- City Administrator Ryan Hunt noted no changes to the agenda

ITEM VI: PROCLAMATIONS

- None

ITEM VII: CITIZEN PARTICIPATION

- Mayor Todd opened the floor for citizen participation
 - Jan Brill Ephraim Road asked about garbage trucks coming 3 times per week; City Administrator Hunt contacted several companies; Mayor Todd talked about the possibility of regulating pickup by ordinance; Alderman Johnston said EWS picks up on holidays; Ms. Brill mentioned the “one-way” sign at post office parking lot

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Dale Arnold
Alderman Jeff Coleman
Alderman Bob Headley
Alderman Chuck Johnston
Alderman Valerie Palecek
Alderman Yolanda West

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ryan Hunt
City Attorney Jim Cook
City Clerk Chenéy Parrish
Community Development Director
Ken Murphy
Finance Director Cathy Bowden
Chief of Police David Starbuck
Parks & Recreation Director
Shannon Davies



CITY OF GRAIN VALLEY
BOARD OF ALDERMEN MEETING MINUTES
Regular Session

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ITEM VIII: CONSENT AGENDA

- August 16, 2016 – Park Board Meeting Minutes
- September 12, 2016 – Board of Aldermen Meeting Minutes
- September 26, 2016 – Accounts Payable
- *Alderman West made a Motion to Approve Consent Agenda*
- *The Motion was Seconded by Alderman Headley*
 - No Discussion
- *Motion to Approve Consent Agenda was voted on with the following voice vote:*
 - *Aye: Arnold, Headley, Johnston, Palecek, West*
 - *Nay: None*
 - *Abstain: None*

-MOTION APPROVED: 5-0-

ITEM IX: PREVIOUS BUSINESS

- None

ITEM X: NEW BUSINESS

- Ward 3 Alderman Appointment
 - Mayor Todd recommended appointment of Jeff Coleman to Ward 3 vacant seat
 - Alderman West asked if there were any conflicts with Mr. Coleman's position with the Grain Valley Economic Development Corporation; new EDC by laws allow him to stay as a business owner representative
 - Alderman West asked if Mr. Coleman understood the time commitment related to his school board appointment and the Board of Aldermen budget process; Mr. Coleman stated he had no issues with time commitment to the Board of Aldermen
 - Alderman Headley also stated his concern with Mr. Coleman being stretched thin already
 - *Alderman Headley made a Motion to Appoint Jeff Coleman to the vacant Ward 3 Alderman seat*
 - *The Motion was Seconded by Alderman Arnold*
 - *Motion to Appoint Jeff Coleman to the vacant Ward 3 Alderman seat was voted on with the following voice vote:*
 - *Aye: Arnold, Headley, Johnston, Palecek, West*
 - *Nay: None*

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Dale Arnold
Alderman Jeff Coleman
Alderman Bob Headley
Alderman Chuck Johnston
Alderman Valerie Palecek
Alderman Yolanda West

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ryan Hunt
City Attorney Jim Cook
City Clerk Chenéy Parrish
Community Development Director
Ken Murphy
Finance Director Cathy Bowden
Chief of Police David Starbuck
Parks & Recreation Director
Shannon Davies



CITY OF GRAIN VALLEY
BOARD OF ALDERMEN MEETING MINUTES
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- *Abstain: None*

-MOTION APPROVED: 5-0-

ITEM XI: PRESENTATION

- Economic Development Corporation Executive Director Rob Harrington
 - Mr. Harrington provided the Elected Officials with a copy of the report card from the site analysis conducted in August by site selector consultant Janet Ady of Ady Advantage; Mr. Harrington drew the Aldermen's attention comment on page 9 that the Grain Valley has set a new bar on how a site analysis should be done; page 3 highlights the strengths and weaknesses; Missouri is the 3rd best tax climate in the United States; Diversity is a perceived weakness in the community; the EDC website presence and messaging is limited with current budget not allowing a separate source of communication; Ms. Ady suggests Grain Valley have a concise logo branding marketing image; Grain Valley's overall grade was a 3.2 on a 5 point scale; Mr. Harrington suggests Grain Valley complete another site analysis in 4-5 years
 - Alderman Johnston asked what other communities site analysis are like if we are setting the standard with 3.2; Mr. Harrington explained the prep and presentation was concise, organized and informational; the grade was an assessment of the city
 - Alderman Headley asked how often the EDC goes through an analysis; Mr. Harrington said report card is a living document to make the organization better
 - Alderman Headley asked when a company calls how much time does Grain Valley have to respond; Mr. Harrington said it varies from days to weeks
 - Mr. Harrington explained the process of receiving an Economic Development lead: the State receives a call from the site selector, the State sends the request to the regional economic development council; in our region KCADC receives requests directly from site selectors
 - Mr. Harrington worked with Mr. Hunt, KCP&L, MGE and others to collaborate and submit

ITEM XII: ORDINANCES

- None

ELECTED OFFICIALS PRESENT
Mayor Mike Todd
Alderman Dale Arnold
Alderman Jeff Coleman
Alderman Bob Headley
Alderman Chuck Johnston
Alderman Valerie Palecek
Alderman Yolanda West

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT
City Administrator Ryan Hunt
City Attorney Jim Cook
City Clerk Chenéy Parrish
Community Development Director
Ken Murphy
Finance Director Cathy Bowden
Chief of Police David Starbuck
Parks & Recreation Director
Shannon Davies



CITY OF GRAIN VALLEY
BOARD OF ALDERMEN MEETING MINUTES
Regular Session

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ITEM XIII: RESOLUTIONS

Resolution No. R16-37: A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the Offering for Sale of Taxable Neighborhood Improvement District Limited General Obligation Bonds (Grain Valley Marketplace Project) Series 2016 of the City of Grain Valley, Missouri

- City Attorney Jim Cook read **Resolution No. R16-37** by title only
- *Alderman West moved to accept Resolution No. R16-37 as read*
- *The Motion was Seconded by Alderman Arnold*
 - *Mr. Hunt said authorizes initial go ahead of sale*
- *Resolution No. R16-37 was voted upon with the following voice vote:*
 - *Aye: Arnold, Coleman, Headley, Johnston, Palecek, West*
 - *Nay: None*
 - *Abstain: None*

-RESOLUTION NO. R16-37 APPROVED: 6-0-

Resolution No. R16-38: A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Execute the Release of Water Capacity to Tri County Water Authority

- City Attorney Jim Cook read **Resolution No. R16-38** by title only
- *Alderman Johnston moved to accept Resolution No. R16-38 as read*
- *The Motion was Seconded by Alderman Headley*
 - *Mr. Hunt took action authorized in Executive Session in February 2015*
 - *Alderman Johnston asked if the city's highest capacity is one million why not sell more; Mr. Hunt explain the concern with over sale and a company wanting to come to Grain Valley and the city not have enough*
 - *Alderman West asked if the water is treated; Mr. Hunt said if utilized a million gallons would need to negotiate the treatment;*
 - *Mr. Hunt explained the price of the sale is paying the city for rights to the one million gallons of water*
 - *Alderman Headley asked how the money will be used; Mr. Hunt explained the amount is being calculated in the new water rate study being conducted but will not be used to pre-pay debt*
- *Resolution No. R16-38 was voted upon with the following voice vote:*
 - *Aye: Arnold, Coleman, Headley, Johnston, Palecek, West*
 - *Nay: None*

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Dale Arnold
Alderman Jeff Coleman
Alderman Bob Headley
Alderman Chuck Johnston
Alderman Valerie Palecek
Alderman Yolanda West

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ryan Hunt
City Attorney Jim Cook
City Clerk Chenéy Parrish
Community Development Director
Ken Murphy
Finance Director Cathy Bowden
Chief of Police David Starbuck
Parks & Recreation Director
Shannon Davies



CITY OF GRAIN VALLEY
BOARD OF ALDERMEN MEETING MINUTES
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- *Abstain: None*

-RESOLUTION NO. R16-38 APPROVED: 6-0-

Resolution No. R16-39: A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter Into a Supplemental Agreement Number 7 with Bartlett & West, Inc. for Consulting Engineering Services for the Dillingham Road Pedestrian Trail and Bridge Project

- City Attorney Jim Cook read **Resolution No. R16-39** by title only
- *Alderman Palecek moved to accept Resolution No. R16-39 as read*
- *The Motion was Seconded by Alderman Headley*
 - *Mr. Hunt explained the resolution is a supplemental agreement to design bridge project across Swinney Creek parallel with Dillingham*
 - *Alderman Headley asked how soon would the project start; Mr. Davies is hopeful the project will start very quickly; staff is accessing what can be done in-house; the rest of 2016 fiscal year is design phase*
- *Resolution No. R16-39 was voted upon with the following voice vote:*
 - *Aye: Arnold, Coleman, Headley, Johnston, Palecek, West*
 - *Nay: None*
 - *Abstain: None*

-RESOLUTION NO. R16-39 APPROVED: 6-0-

ITEM XIV: CITY ATTORNEY REPORT

- None

ITEM XV: CITY ADMINISTRATOR & STAFF REPORTS

- City Administrator Ryan Hunt
 - None
- Community Development Director Ken Murphy
 - Household Hazardous Waste event October 1st from 8 am to 12 pm
- Finance Director Cathy Bowden
 - None
- City Clerk Chenéy Parrish
 - None
- Parks & Recreation Director Shannon Davies
 - None

ELECTED OFFICIALS PRESENT
 Mayor Mike Todd
 Alderman Dale Arnold
 Alderman Jeff Coleman
 Alderman Bob Headley
 Alderman Chuck Johnston
 Alderman Valerie Palecek
 Alderman Yolanda West

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT
 City Administrator Ryan Hunt
 City Attorney Jim Cook
 City Clerk Chenéy Parrish
 Community Development Director
 Ken Murphy
 Finance Director Cathy Bowden
 Chief of Police David Starbuck
 Parks & Recreation Director
 Shannon Davies



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- Chief of Police David Starbuck
 - Animal Control Officer Tuttle’s last day was September 20th; staff is in the middle of the recruiting and hiring process; the position was reposted in the Examiner; Chief Starbuck said animal control calls are being responded in some ways through the police department until position is filled

ITEM XVI: BOARD OF ALDERMEN REPORTS & COMMENTS

- Alderman Dale Arnold
 - Corner by airport hasn’t been mowed all season; weeds growing in cracks of main thorough fares; Alderman Arnold requested staff to give attention to actively spraying or weed eating
- Alderman Jeff Coleman
 - None
- Alderman Bob Headley
 - Sent an email to Mr. Murphy about not putting rock near storm drain
- Alderman Chuck Johnston
 - Received a call about a city truck plate #3 being taken home by an employee; Mr. Davies explained the employee took the truck home for a pickup the employee was doing the next morning near the employees house to save on time and resources
- Alderman Valerie Palecek
 - None
- Alderman Yolanda West
 - Asked if there was a City policy on leaving cars advertised for sale; Chief Starbuck stated cars can’t be parked over 24 hours

ITEM XVII: MAYOR REPORT

- Mayor Mike Todd
 - Thanked Parks & Recreation for spraying mosquitos; no more recent complaints

ITEM XIII: EXECUTIVE SESSION

- Mayor Todd stated a need to hold an Executive Session for Hiring, Firing, Disciplining or Promoting of Employees (personnel issues), Pursuant to Section 610.021(3), RSMo. 1998, as Amended and Individually Identifiable Personnel Records, Personnel Records, Performance Ratings or Records Pertaining to Employees or Applicants for Employment, Pursuant to Section 610.021(13), RSMo 1998, as Amended

ELECTED OFFICIALS PRESENT
 Mayor Mike Todd
 Alderman Dale Arnold
 Alderman Jeff Coleman
 Alderman Bob Headley
 Alderman Chuck Johnston
 Alderman Valerie Palecek
 Alderman Yolanda West

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT
 City Administrator Ryan Hunt
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 City Clerk Chenéy Parrish
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 Ken Murphy
 Finance Director Cathy Bowden
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 Parks & Recreation Director
 Shannon Davies



CITY OF GRAIN VALLEY
BOARD OF ALDERMEN MEETING MINUTES
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- *Alderman West moved to close the Regular Meeting for items related to Section 610.021(3), RSMo 1998, As Amended, and Section 610.021(13), RSMo 1998, As Amended.*
- *The motion was seconded by Alderman Johnston*
 - No Discussion
- *The motion was voted on with the following roll call vote:*
 - *Aye: Arnold, Coleman, Headley, Johnston, Palecek, West*
 - *Nay: None*
 - *Abstain: None*

-MOTION CARRIED: 6-0-

-THE REGULAR MEETING CLOSED AT 8:14 PM

- *Alderman Johnston moved to open the Regular Meeting*
- *The motion was seconded by Alderman Arnold*
 - No Discussion
- *The motion was voted on with the following roll call vote:*
 - *Aye: Arnold, Coleman, Headley, Johnston, Palecek, West*
 - *Nay: None*
 - *Abstain: None*

-MOTION CARRIED: 6-0-

-THE REGULAR MEETING OPENED AT 8:55 PM

Item XIX: ADJOURNMENT

- The meeting adjourned at 8:55 p.m.

ELECTED OFFICIALS PRESENT
 Mayor Mike Todd
 Alderman Dale Arnold
 Alderman Jeff Coleman
 Alderman Bob Headley
 Alderman Chuck Johnston
 Alderman Valerie Palecek
 Alderman Yolanda West

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT
 City Administrator Ryan Hunt
 City Attorney Jim Cook
 City Clerk Chenéy Parrish
 Community Development Director
 Ken Murphy
 Finance Director Cathy Bowden
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 Parks & Recreation Director
 Shannon Davies



CITY OF GRAIN VALLEY
BOARD OF ALDERMEN MEETING MINUTES
Regular Session

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Minutes submitted by:

Khalilah Holland
Deputy City Clerk

Date

Minutes approved by:

Mike Todd
Mayor

Date

Non-Official Copy

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Dale Arnold
Alderman Jeff Coleman
Alderman Bob Headley
Alderman Chuck Johnston
Alderman Valerie Palecek
Alderman Yolanda West

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ryan Hunt
City Attorney Jim Cook
City Clerk Chenéy Parrish
Community Development Director
Ken Murphy
Finance Director Cathy Bowden
Chief of Police David Starbuck
Parks & Recreation Director
Shannon Davies

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_			
NON-DEPARTMENTAL	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	2,649.20			
			MISSOURI WITHHOLDING	100.00			
			FAMILY SUPPORT PAYMENT CENTER	VANDER LINDEN CASE 6079233	184.62		
			DELTA DENTAL OF MO LOCKBOX	DENTAL	27.15		
			FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	18.00		
			AFLAC	AFLAC AFTER TAX	71.37		
				AFLAC CRITICAL CARE	6.78		
				AFLAC PRETAX	213.07		
				AFLAC-W2 DD PRETAX	221.34		
			ICMA RC	ICMA 457 %	315.68		
				ICMA 457	365.75		
			INTERNAL REVENUE SERVICE	FEDERAL WH	7,160.56		
				FEDERAL WH	250.00		
				SOCIAL SECURITY	4,124.81		
				SOCIAL SECURITY	259.37		
				MEDICARE	964.67		
				MEDICARE	60.67		
				VISION SERVICE PLAN - IC	VISION	14.57	
				TOTAL:	17,007.61		
			HR/CITY CLERK	GENERAL FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY	51.21
						MEDICARE	11.98
						TOTAL:	63.19
			INFORMATION TECH	GENERAL FUND	VERIZON WIRELESS	CELLULAR SERVICE 09/19-10/	160.04
CELLULAR SERVICE 09/19-10/	40.01						
TOTAL:	200.05						
BLDG & GRDS	GENERAL FUND	MISSOURI LAGERS KCP&L	MONTHLY CONTRIBUTIONS	98.80			
			600 BUCKNER TARSNEY RD	13.45			
			800 MAIN (FAIRGROUND)	269.97			
			CAPPELL & FRONT, PH, PUBLI	11.19			
			618 JAMES ROLLO CT	67.81			
			6100 S BUCKNER TARSNEY RD	161.25			
			618 JAMES ROLLO CT	25.95			
			711 MAIN ST	1,654.95			
			620 JAMES ROLLO	110.59			
			WINDSTREAM COMMUNICATIONS	WINDSTREAM COMMUNICATIONS	349.31		
			INTERNAL REVENUE SERVICE	SOCIAL SECURITY	74.70		
				MEDICARE	17.47		
				TOTAL:	2,855.44		
			ADMINISTRATION	GENERAL FUND	RICOH USA INC	MAILROOM C85075881	83.56
						ADMIN C85075927	94.43
MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	273.48					
MARC D LAVOIE	2016 PIO SERVICES	800.00					
	2016 PIO SERVICES	800.00					
PITNEY BOWES	RENTAL: 07/01/16-09/30/16	117.00					
AFLAC	HUNT PREMIUMS	2.25					
	HUNT PREMIUMS	27.96					
	HUNT PREMIUMS	32.19					
ICMA RC	EMPLOYEE DEDUCTIONS	99.04					
INTERNAL REVENUE SERVICE	SOCIAL SECURITY	267.37					
	MEDICARE	62.54					
	TOTAL:	2,659.82					

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_	
ELECTED	GENERAL FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY	259.37	
			MEDICARE	60.67_	
			TOTAL:	320.04	
LEGAL	GENERAL FUND	JAMES T COOK	CITY ATTORNEY	812.50	
			DYSART TAYLOR COTTER	GENERAL LEGAL FEES	1,290.92
			MIDWEST PUBLIC RISK	HENDERSON DEDUCTIBLE	5,000.00_
			TOTAL:	7,103.42	
FINANCE	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50	
			MISSOURI WITHHOLDING	0.50	
			MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	187.52
			INTERNAL REVENUE SERVICE	SOCIAL SECURITY	143.76
			MEDICARE	33.63_	
			TOTAL:	365.91	
COURT	GENERAL FUND	JAMES T COOK	CITY PROSECUTOR	1,900.00	
			JOHN R JACK	OCT 16 JUDICIAL FEES	600.00
			MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	157.48
			INTERNAL REVENUE SERVICE	SOCIAL SECURITY	127.84
			MEDICARE	29.90_	
			TOTAL:	2,815.22	
VICTIM SERVICES	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	110.55	
			VERIZON WIRELESS	CELLULAR SERVICE 09/19-10/	51.70
			INTERNAL REVENUE SERVICE	SOCIAL SECURITY	139.02
			MEDICARE	32.51_	
			TOTAL:	333.78	
FLEET	GENERAL FUND	CLARKS TOOL & EQUIPMENT	80G,230V AIR COMPRESSOR	1,250.00	
			MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	135.49
			INTERNAL REVENUE SERVICE	SOCIAL SECURITY	102.44
			MEDICARE	23.96_	
			TOTAL:	1,511.89	
POLICE	GENERAL FUND	RICOH USA INC	PD C85075912	142.05	
			PD C85075921	4.96	
			PD DWN C85075930	94.53	
			MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	3,201.27
			MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	253.63
			STATE BANK OF MISSOURI	OCT 16 COBAN LEASE	1,831.90
			DELTA DENTAL OF MO LOCKBOX	DENTAL	33.09
			HAMPEL OIL INC	BULK GASOHOL/DIESEL	787.72
			HAMPEL OIL INC	BULK GASOHOL/DIESEL	59.15
			HAMPEL OIL INC	BULK GASOHOL/DIESEL	415.54
			HAMPEL OIL INC	BULK GASOHOL/DIESEL	45.68
			CHRISTINE THOMPSON	THOMPSON:MEALS CJIS CONF	92.00
			COMCAST	HIGH SPEED INTERNET	149.85
			PAM NORRIS	NORRIS: MEALS CJIS CONF	92.00
			VERIZON WIRELESS	CELLULAR SERVICE 09/19-10/	754.52
			VERIZON WIRELESS	CELLULAR SERVICE 09/19-10/	80.02
			VERIZON WIRELESS	CELLULAR SERVICE 09/19-10/	155.10
			TASER INTERNATIONAL	CARTRIDGE 25 FT	1,238.80
			TASER INTERNATIONAL	2 PART TARGET	55.16
			TASER INTERNATIONAL	SHIPPING	36.96
TASER INTERNATIONAL	TASER CLASS III X2	1,066.00			

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			PPM BATTERY PACK	169.23
			CARTRIDGE 25 FT	391.20
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	2,695.71
			MEDICARE	630.45_
			TOTAL:	14,476.52
ANIMAL CONTROL	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	70.24
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	31.93
		VERIZON WIRELESS	CELLULAR SERVICE 09/19-10/	31.91
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	201.44
			MEDICARE	47.11_
			TOTAL:	382.63
PLANNING & ENGINEERING	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	423.16
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	59.15
			BULK GASOHOL/DIESEL	17.42
		JACKSON COUNTY RECORDER	RECORDING FEES/ABATEMENT	54.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	321.37
			MEDICARE	75.15_
			TOTAL:	950.25
NON-DEPARTMENTAL	PARK FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	370.52
		AFLAC	AFLAC CRITICAL CARE	3.48
			AFLAC PRETAX	18.17
			AFLAC-W2 DD PRETAX	21.09
		ICMA RC	ICMA 457 %	139.23
			ICMA 457	331.00
		INTERNAL REVENUE SERVICE	FEDERAL WH	1,121.68
			SOCIAL SECURITY	786.44
			MEDICARE	183.92_
			TOTAL:	2,975.53
PARK ADMIN	PARK FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	415.95
		WINDSTREAM COMMUNICATIONS	WINDSTREAM COMMUNICATIONS	58.23
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	97.03
			BULK GASOHOL/DIESEL	207.43
		AFLAC	HUNT PREMIUMS	0.45
			HUNT PREMIUMS	5.59
			HUNT PREMIUMS	6.44
		VERIZON WIRELESS	CELLULAR SERVICE 09/19-10/	51.70
		ICMA RC	EMPLOYEE DEDUCTIONS	19.81
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	333.50
			MEDICARE	78.00_
			TOTAL:	1,274.13
PARKS STAFF	PARK FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	145.45
		KCP&L	701 SW EAGLES PKWY BALLFIE	344.86
			ARMSTRONG PARK 041503	223.36
			ARMSTRONG PARK DR	33.46
			ARMSTRONG PARK 098095	80.69
			800 MAIN (FAIRGROUND)	17.26
			ARMSTRONG PARK 017576	248.78
			28605 E HWY AA #4	38.18
			28605 E HWY AA #3	17.19
			28605 E HWY AA B3	17.19
			28605 E HWY AA #2	17.19

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			JAMES ROLLO SHELTER #2	48.46
			MAIN-ARMSTRONG SHETLER 1	17.19
			618 JAMES ROLLO CT	33.91
			ARMSTRONG PARK	33.56
			6100 S BUCKNER TARSNEY RD	82.41
			28605 E HWY AA FOOTBALL	281.01
			28605 E HWY AA FOOTBALL	138.70
			618 JAMES ROLLO CT	12.98
		LEXINGTON PLUMBING & HEATING COMPANY	Replace Broken Backflow	1,633.97
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	259.78
			MEDICARE	60.75_
			TOTAL:	3,786.33
RECREATION	PARK FUND	SAMS CLUB/GEGRB	CONC PRODUCT & SUPPLIES	12.18
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	13.57
			MEDICARE	3.17_
			TOTAL:	28.92
COMMUNITY CENTER	PARK FUND	RICOH USA INC	COMM CTR C85075928	49.56
			COMM CTR C85075922	17.46
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	131.43
		KCP&L	713 MAIN ST	2,677.80
			713 MAIN #A	269.63
		VERIZON WIRELESS	CELLULAR SERVICE 09/19-10/	51.70
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	179.59
			MEDICARE	42.00_
			TOTAL:	3,419.17
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	128.70
		AFLAC	AFLAC PRETAX	6.78
			AFLAC-W2 DD PRETAX	8.05
		ICMA RC	ICMA 457	21.75
		INTERNAL REVENUE SERVICE	FEDERAL WH	388.16
			SOCIAL SECURITY	220.14
			MEDICARE	51.49_
			TOTAL:	825.07
TRANSPORTATION	TRANSPORTATION	CLARKS TOOL & EQUIPMENT	80G,230V AIR COMPRESSOR	89.00
		RICOH USA INC	PW C85075929	2.44
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	291.46
		KCP&L	655 SW EAGLES PKWY	36.82
			GRAIN VALLEY ST LIGHTS	6,429.35
			GRAIN VALLEY STREET LT	5,316.53
			GRAIN VALLEY ST LGHTS	75.32
			618 JAMES ROLLO CT	67.81
			AA HWY & SNI-A-BAR BLVD	27.55
			618 JAMES ROLLO CT	25.95
			711 MAIN ST	141.85
		WINDSTREAM COMMUNICATIONS	WINDSTREAM COMMUNICATIONS	34.93
			PHONE CHARGES 09/20-10/21	47.93
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	64.47
			BULK GASOHOL/DIESEL	30.48
		VERIZON WIRELESS	CELLULAR SERVICE 09/19-10/	25.83
		GEIGER READY-MIX	CONCRETE FOR CIP PROJECT	692.25
			CONCRETE - CIP PROJECT	536.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	220.13

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_	
			MEDICARE	51.49_	
			TOTAL:	14,207.59	
NON-DEPARTMENTAL	WATER/SEWER FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	887.58	
		AFLAC	AFLAC PRETAX	52.29	
			AFLAC-W2 DD PRETAX	64.73	
		MISCELLANEOUS SAYERS, ANDREW	20-117500-16	46.91	
			REYNOLDS, DEBBIE	20-151750-05	65.54
			GREEN, STEPHANIE	20-199460-05	15.54
			SALLEE HOMES, INC.	20-567950-00	15.54
			WARD DEVELOPMENT	20-588412-00	15.54
			WARD DEVELOPMENT	20-588428-00	15.54
			BUEHLER, CHRISTOPHER	20-620980-02	4.47
			RYMEG CONSTRUCTION	20-622880-00	15.54
			Y5 DEVELOPMENT	20-623511-00	7.75
			WARD DEVELOPMENT	20-701111-00	15.54
			SCHROEDER, NOREEN	20-702120-10	63.90
			MAIN STREET RENEWEL,	10-900670-04	17.28
		ICMA RC	ICMA 457 %	202.13	
			ICMA 457	206.50	
		INTERNAL REVENUE SERVICE	FEDERAL WH	2,779.46	
			SOCIAL SECURITY	1,547.39	
			MEDICARE	361.89_	
			TOTAL:	6,401.06	
WATER	WATER/SEWER FUND	PEREGRINE CORPORATION	SEP MONTHLY BILL PRINTING	632.20	
			SEP MONTHLY BILL PRINTING	123.71	
		CLARKS TOOL & EQUIPMENT	80G,230V AIR COMPRESSOR	178.00	
		RICOH USA INC	PW C85075929	4.89	
			CD C85075926	45.76	
		ANDY CRIM	LEAK DETECTION SURVEY	7,995.00	
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	961.44	
		KCP&L	825 STONE BROOK DR	40.16	
			1301 TYER RD UNIT A	64.25	
			618 JAMES ROLLO CT	84.76	
			110 SNI-A-BAR BLVD	63.29	
			1301 TYER RD UNIT B	345.01	
			618 JAMES ROLLO CT	32.45	
			618 JAMES ROLLO CT UNIT B	2,694.36	
			711 MAIN ST	283.71	
			1012 STONEBROOK LN	42.00	
		MARC D LAVOIE	2016 PIO SERVICES	600.00	
			2016 PIO SERVICES	600.00	
		WINDSTREAM COMMUNICATIONS	WINDSTREAM COMMUNICATIONS	69.86	
			PHONE CHARGES 09/20-10/21	95.86	
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	172.79	
			BULK GASOHOL/DIESEL	137.28	
		AFLAC	HUNT PREMIUMS	0.90	
			HUNT PREMIUMS	11.18	
			HUNT PREMIUMS	12.88	
		VERIZON WIRELESS	CELLULAR SERVICE 09/19-10/	51.66	
		CENTRAL POWER SYSTEMS &	GENERATOR SERVICES	1,095.00	
			GENERATOR SERVICES	345.98	
		ICMA RC	EMPLOYEE DEDUCTIONS	39.62	
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	773.71	
			MEDICARE	180.95	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			TOTAL:	17,778.66
SEWER	WATER/SEWER FUND	PEREGRINE CORPORATION	SEP MONTHLY BILL PRINTING	632.21
			SEP MONTHLY BILL PRINTING	123.71
		CLARKS TOOL & EQUIPMENT	80G,230V AIR COMPRESSOR	178.00
		RICOH USA INC	PW C85075929	4.89
			CD C85075926	45.76
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	961.44
		KCP&L	925 STONE BROOK DR	17.19
			WOODLAND DR	216.49
			405 JAMES ROLLO DR	396.86
			1326 GOLFVIEW DR	34.92
			618 JAMES ROLLO CT	84.76
			WINDING CREEK SEWER	17.42
			618 JAMES ROLLO CT	32.45
			711 MAIN ST	283.70
			1201 SEYMOUR RD	17.26
			110 NW SNI-A-BAR BLVD	17.19
			1017 ROCK CREEK	17.19
		RED MUNICIPAL AND INDUSTRIAL EQUIPMENT	SEWER CAMERA REPAIR	1,469.77
		MARC D LAVOIE	2016 PIO SERVICES	600.00
			2016 PIO SERVICES	600.00
		WINDSTREAM COMMUNICATIONS	WINDSTREAM COMMUNICATIONS	69.86
			PHONE CHARGES 09/20-10/21	95.87
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	172.79
			BULK GASOHOL/DIESEL	137.28
		AFLAC	HUNT PREMIUMS	0.90
			HUNT PREMIUMS	11.19
			HUNT PREMIUMS	12.87
		VERIZON WIRELESS	CELLULAR SERVICE 09/19-10/	51.66
		ICMA RC	EMPLOYEE DEDUCTIONS	39.61
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	773.64
			MEDICARE	180.91
			TOTAL:	7,297.79
NON-DEPARTMENTAL	POOLED CASH FUND	VISA-CARD SERVICES 1457	VISA-CARD SERVICES 1457	54.00
			TOTAL:	54.00
NON-DEPARTMENTAL	GENERAL FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	41.39
		HAMPEL OIL INC	CJC FUEL	261.40
			CJC FUEL	164.96
		MICHELLE BURGE	MONROE RESTITUTION	200.00
		TYLER TECHNOLOGIES INC	INCODE MAINTENANCE	8,746.80
			TOTAL:	9,414.55
HR/CITY CLERK	GENERAL FUND	VALIDITY SCREENING SOLUTIONS	DZEKUNSKAS	45.00
			SELF	45.00
			WHITAKER	45.00
			TOTAL:	135.00
INFORMATION TECH	GENERAL FUND	TYLER TECHNOLOGIES INC	INCODE MAINTENANCE	1,749.36
		NEW AGE GRAPHICS LLC	EVENTS CALENDAR PRO ANNUAL	99.00
			TOTAL:	1,848.36
BLDG & GRDS	GENERAL FUND	ENVIROSTAR WASTE SERVICE INC	SEPT 16 DISPOSAL	49.68
		ORKIN	06/15/15 SERVICE	65.66

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			TOTAL:	115.34
LEGAL	GENERAL FUND	MISCELLANEOUS	SETH CHAPMAN:	71.71_
			TOTAL:	71.71
FINANCE	GENERAL FUND	MO DEPT OF REVENUE	AUG 16 MONTHLY SALES TAX R	35.00
		MOGFOA	BOWDEN	95.00
			CHIESA	95.00_
			TOTAL:	225.00
COURT	GENERAL FUND	SCHWAAB INC	FLASH PRE-INKED 275E STAM	76.25_
			TOTAL:	76.25
FLEET	GENERAL FUND	OREILLY AUTOMOTIVE INC	RING TERM	7.00
		FASTENAL COMPANY	1/8"X6" ALUMINUM ANGLE	21.09
			BLKNYLLOCKHOLEPLUG	6.41
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	8.48
			PW/WOLTZ UNIFORMS	8.48_
			TOTAL:	51.46
POLICE	GENERAL FUND	ADVANCE AUTO PARTS	AIR/FUEL FILTER	13.30
		OREILLY AUTOMOTIVE INC	FUSE HOLDER	15.96
		S & S PRINTING	500) CHANCE BUSINESS CARDS	54.00
			500) EMERGENCY CONTACT MA	255.00
		SOLAR PRO WINDOW TINTING	CROWN VIC 3M FXPM 35%	125.00_
			TOTAL:	463.26
PLANNING & ENGINEERING	GENERAL FUND	HOME DEPOT CREDIT SERVICES	ADOPT-A-PROGRAM SUPPLIES	167.51_
			TOTAL:	167.51
ECONOMIC DEVELOPMENT	TOURISM TAX FUND	FASTENAL COMPANY	FAIR SUPPLIES	1.26
			FAIR SUPPLIES	1.26
			CAUTION TAPE FOR THE FAIR	25.52_
			TOTAL:	28.04
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	16.73_
			TOTAL:	16.73
PARK ADMIN	PARK FUND	WALMART COMMUNITY	LATE CHARGE	0.24_
			TOTAL:	0.24
PARKS STAFF	PARK FUND	A&A ELECTRICAL INC	PAVILION WALLPACKS	289.00
		FELDMANS FARM & HOME	WEED KILLER	97.98
		ADVANCE AUTO PARTS	BALL MOUNT	21.84
		ENVIROSTAR WASTE SERVICE INC	SEPT 16 DISPOSAL	55.00
		OREILLY AUTOMOTIVE INC	AIR/FUEL/OIL FILTER	32.93
		SITEONE LANDSCAPE SUPPLY LLC	DIAMOND DRY FOR INFIELDS	165.00
			MOSQUITO SPRAY FOR FOOTBAL	95.36
			LARVACIDE TABLETS FOR FIEL	50.19
		KORNIS ELECTRIC SUPPLY INC	PAVILION LIGHTS OVER FIELD	166.25
		LAWN & LEISURE	WEEDEATER REPAIR	6.45
		STANTON STEEL INC	BLEACHER REPAIR FOR FAIR	75.00
		LAWN & LEISURE	WEEDEATER STRING	44.99_
			TOTAL:	1,099.99
COMMUNITY CENTER	PARK FUND	A&A ELECTRICAL INC	COMM CENTER EXT LIGHTS	218.15

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		MELODY TAYLOR	09/16-09/28 SILVERSNEAKERS	150.00
			09/19 SILVERSNEAKERS YOGA	50.00
		GENA KRUGER	08/11-09/22 THURS ZUMBA	90.00
		WALMART COMMUNITY	STAFF/PARK BOARD ANNUAL MT	103.69
			BUILDING & JANITORIAL SUPP	11.64
		PRISCILLA YOUNG	09/20-10/25 YOGA FUSION	54.00
		ENVIROSTAR WASTE SERVICE INC	SEPT 16 DISPOSAL	108.00
			SEPT 16 DISPOSAL	21.60
		JESSIE M GEIB	09/20-10/25 HOOP FIT FITNE	13.20
		INSIGHT MECHANICAL CONTRACTORS LLC	GVCC ICE MAKER REPAIRS	358.30
			COFFEE MAKER REPAIRS	144.00
		ADVANCED FITNESS TECH LLC	PREVENTIVE MAINTENANCE	210.00
		FREDAH JOHNSTON	09/15-09/27 LINE DANCING	127.50_
			TOTAL:	1,660.08
NON-DEPARTMENTAL	TRANSPORTATION	KCMO CITY TREASURER	KC EARNINGS TAX WH	3.66_
			TOTAL:	3.66
TRANSPORTATION	TRANSPORTATION	GARY S KLEOPPEL	REMOVED/REPLACED BOTTOM FI	48.50
		K C BOBCAT	GLASS, DOOR	35.97
		ADVANCE AUTO PARTS	6) OIL 0W20 FULL SYN 1 QT	6.22
		OFFICE DEPOT	CHAIR	47.99
		OREILLY AUTOMOTIVE INC	AIR FILTER	16.99-
		ORKIN	06/15/15 SERVICE	5.63
			SERVICE 09/19/16	10.50
		VANCE BROTHERS INC	VIRGIN SURFACE	266.06
			APWA TYPE 3 RECYCLED SURFA	240.00
		FASTENAL COMPANY	21/64" 135 JOB DR/HCS5/16-	51.55
		HOME DEPOT CREDIT SERVICES	50LB COMM GRADE BLACKTOP P	92.40
		PENNYS CONCRETE INC	CONCRETE	484.00
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	19.38
			PW/WOLTZ UNIFORMS	19.38
		KENNETH MURPHY	PARKING AT MPR CONF	7.80_
			TOTAL:	1,318.39
NON-DEPARTMENTAL	WATER/SEWER FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	25.10
		MO DEPT OF REVENUE	SEPT 16 SALES TAX	3,778.80
			SEPT 16 SALES TAX	75.58-
		TYLER TECHNOLOGIES INC	INCODE MAINTENANCE	7,828.05_
			TOTAL:	11,556.37
WATER	WATER/SEWER FUND	GARY S KLEOPPEL	REMOVED/REPLACED BOTTOM FI	97.00
		K C BOBCAT	GLASS, DOOR	71.94
		ADVANCE AUTO PARTS	6) OIL 0W20 FULL SYN 1 QT	12.46
		OFFICE DEPOT	CHAIR	96.00
		ENVIROSTAR WASTE SERVICE INC	SEPT 16 DISPOSAL	18.36
		ORKIN	06/15/15 SERVICE	11.25
			SERVICE 09/19/16	21.00
		BLUE SPRINGS WINWATER CO	2) VBR4 4 VALVE BOX RISER	44.00
			8X15" LG SS CLAMP	350.00
		SAFEGUARD BUSINESS SYSTEMS	C/R JOURNAL	233.70
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	38.78
			PW/WOLTZ UNIFORMS	38.78
		KENNETH MURPHY	PARKING AT MPR CONF	15.60
		TYLER TECHNOLOGIES INC	INCODE MAINTENANCE	782.81
			OCT MONTHLY FEES	97.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			TOTAL:	1,928.68
SEWER	WATER/SEWER FUND	GARY S KLEOPPEL	REMOVED/REPLACED BOTTOM FI	97.00
		K C BOBCAT	GLASS, DOOR	71.94
		ADVANCE AUTO PARTS	6) OIL 0W20 FULL SYN 1 QT	12.46
		OFFICE DEPOT	CHAIR	96.00
		ENVIROSTAR WASTE SERVICE INC	SEPT 16 DISPOSAL	18.36
		ORKIN	06/15/15 SERVICE	11.25
			SERVICE 09/19/16	21.01
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	38.78
			PW/WOLTZ UNIFORMS	38.78
		KENNETH MURPHY	PARKING AT MPR CONF	15.60
		TYLER TECHNOLOGIES INC	INCODE MAINTENANCE	782.81
			OCT MONTHLY FEES	97.00
			TOTAL:	1,300.99

===== FUND TOTALS =====

100	GENERAL FUND	63,614.21
170	TOURISM TAX FUND	28.04
200	PARK FUND	14,261.12
210	TRANSPORTATION	16,354.71
600	WATER/SEWER FUND	46,263.55
999	POOLED CASH FUND	54.00

	GRAND TOTAL:	140,575.63

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 9/17/2016 THRU 9/30/2016
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: NO
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: C O U N C I L R E P O R T
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM: YES

*Previous
Business*

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Presentations

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Ordinances

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**CITY OF GRAIN VALLEY
BOARD OF ALDERMEN AGENDA ITEM**

MEETING DATE	10/10/2016	
BILL NUMBER	B16-19	
AGENDA TITLE	<p>AN ORDINANCE FINDING THAT THE GRAIN VALLEY MARKETPLACE NEIGHBORHOOD IMPROVEMENT DISTRICT IMPROVEMENTS HAVE BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS; APPORTIONING THE FINAL COSTS OF THE IMPROVEMENTS AMONG THE PROPERTIES BENEFITTED BY THE IMPROVEMENTS; AND ASSESSING THE FINAL COSTS OF THE IMPROVEMENTS AS SPECIAL ASSESSMENTS AGAINST THE PROPERTY DESCRIBED IN THE FINAL ASSESSMENT ROLL</p>	
REQUESTING DEPARTMENT	Finance	
PRESENTER	Cathy Bowden, Finance Director	
FISCAL INFORMATION	Cost as recommended:	Not Applicable
	Budget Line Item:	Not Applicable
	Balance Available:	Not Applicable
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To approve the final assessment amounts for the Grain Valley Marketplace NID	
BACKGROUND	The NID in the Grain Valley Marketplace was created via ordinance 2010 allowing improvements to be made in the NID that would later be repaid by special assessments on property taxes paid within the NID.	
SPECIAL NOTES	Not Applicable	
ANALYSIS	Not Applicable	
PUBLIC INFORMATION PROCESS	Multiple public hearings were held over the creation of the NID	

BOARD OR COMMISSION RECOMMENDATION	Not Applicable
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Ordinance, Exhibit A & Exhibit B – Final Assessment Roll

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

BILL NO. B16-19

ORDINANCE NO. _____
SECOND READING _____
FIRST READING _____

INTRODUCED BY:
ALDERMAN WEST

**AN ORDINANCE FINDING THAT THE GRAIN VALLEY MARKETPLACE
NEIGHBORHOOD IMPROVEMENT DISTRICT IMPROVEMENTS HAVE BEEN
COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS AND
SPECIFICATIONS; APPORTIONING THE FINAL COSTS OF THE IMPROVEMENTS
AMONG THE PROPERTIES BENEFITTED BY THE IMPROVEMENTS; AND
ASSESSING THE FINAL COSTS OF THE IMPROVEMENTS AS SPECIAL
ASSESSMENTS AGAINST THE PROPERTY DESCRIBED IN THE FINAL
ASSESSMENT ROLL**

WHEREAS, pursuant to Sections 67.453 to 67.475, RSMo, as amended (the "NID Act"), the Board of Aldermen of the City of Grain Valley, Missouri ("Board of Aldermen"), by Ordinance No. 2110, previously approved a petition for the creation of, and determined the Grain Valley Marketplace Neighborhood Improvement District (the "NID") to be advisable, and ordered plans and specifications for the NID project to be prepared; and

WHEREAS, plans and specifications for the NID project, including the estimated costs therefore, were submitted to the Board of Aldermen, and by Ordinance No. 2187 the Board of Aldermen determined the plans and specifications to be proper and complete and ordered the plans and specifications to be filed with the City Clerk; declared that the non-tax exempt parcels of land located within the boundaries of the NID will be benefitted by the improvements; ordered an assessment roll to be prepared and filed with the City Clerk; and directed the City Clerk to set and notice a public hearing to consider the proposed plans and specifications and proposed assessment roll; and

WHEREAS, pursuant to the NID Act, the duly noticed public hearing regarding the proposed plans and specifications and proposed assessment roll was held on December 12, 2011; and

WHEREAS, Section 67.463, RSMo, provides that at the hearing regarding the preliminary plans and specifications, the Board of Aldermen may amend the proposed improvements, the plans and specifications therefor, or the assessments to any property, and the Board of Aldermen may order that the improvements be made, and direct that financing for the costs thereof be obtained; and

WHEREAS, at the public hearing, information was presented regarding the costs of short-term financing for the improvements and the City's staff and consultants recommended the Board of Aldermen to amend the assessments as to the benefitted property in accordance with the proposed assessment roll; and

WHEREAS, on January 9, 2012, the Board of Aldermen adopted Ordinance No. 2199, ordering the improvements to be made and directed that financing for the cost of the improvements be obtained; and

WHEREAS, the improvements have been completed in accordance with the plans and specifications, the final cost for the improvements is \$3,140,625.00, and the Board of Aldermen wishes to assess the final costs of the improvement as special assessments against the property described in the attached assessment roll.

NOW THEREFORE, BE IT ORDAINED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: The improvements described in the plans and specifications for the NID Project have been completed therefore, the final cost of the improvements to be paid by special assessments by the property owners, including all costs authorized by the NID Act, is \$3,140,625.00 and that such portion of the final cost to be paid by special assessments does not exceed the estimated cost of the improvements, as previously approved by the Board of Aldermen in the Ordinance determining the advisability of the improvements, by more than 25%.

SECTION 2: Pursuant to Section 67.463.2, the Board of Aldermen hereby apportions the final cost of the Grain Valley Marketplace Neighborhood Improvement District improvements among the properties benefitted by such improvements in accordance with the method of assessment set forth in the original Petition and as shown on the final assessment roll, which is attached hereto as **Exhibit A**, and incorporated herein by reference.

SECTION 3: The assessment set forth in the final assessment roll in **Exhibit A** shall be due and payable, and shall bear interest, from and after the date of this Ordinance, except that assessments paid at or before 5:00 p.m. on October 24, 2016, after notice is given as herein provided shall be payable without bond interest, costs of bond issuance and annual maintenance and paying agent costs. The City Clerk shall give written notice to each owner of record of property within the District established for the improvements which notice shall include (a) a description of each parcel of real property to be assessed which is owned by such owner, (b) the amount of the assessment against the parcel of such real property, and (c) a statement that said assessment may be paid in full without bond interest, costs of bond issuance and annual maintenance and paying agent costs on or before 5:00 p.m. on October 24, 2016. If the assessment amount is not paid in full by such date, the Board of Aldermen and officers of the City are authorized to proceed with the sale and issuance of limited general obligation bonds of the City in the amount of the unpaid assessments, together with bond interest, costs of bond issuance and annual maintenance and paying agent costs thereon, shall be paid in substantially equal annual installments beginning in the year 2017 for nineteen (19) years (the "Installment Period"), such Installment Period to be determined by the ordinance of the Board of Aldermen approving the issuance of bonds.

The monies collected from these assessments that are paid in substantially equal annual installments during the Installment Period shall be used to pay the principal of and interest on bonds issued to finance such costs, to fund annual maintenance costs in the amount of \$5,000 as provided in the petition, annual paying agent costs and to pay the costs of issuance of the bonds. An estimate of the amount of the annual special assessments is attached hereto as **Exhibit B**.

SECTION 4: The City shall, at the same time as ad valorem taxes are levied and billed, for a period of nineteen (19) years, levy and bill or cause to be billed all of the assessments that have not been paid in full at or before 5:00 p.m. on October 24, 2016, together with bond interest thereon at a rate not exceeding the rate permitted by law and collection fees, if any, costs of bond issuance and annual maintenance and paying agent costs; and such amounts so certified shall be placed on the tax rolls and levied and collected at the same time and in the same manner as property taxes of the City are levied and collected, the assessment and levy for each year being a portion of the principal amount of the total assessments.

SECTION 5: The special assessments shall be a lien upon each of the properties assessed on behalf of the City to the same extent as a tax upon real property.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage.

Read two times and PASSED by the Board of Aldermen this _____ day of _____, 2016, the aye and nay votes being recorded as follows:

ALDERMAN ARNOLD _____
ALDERMAN HEADLEY _____
ALDERMAN PALECEK _____

ALDERMAN COLEMAN _____
ALDERMAN JOHNSTON _____
ALDERMAN WEST _____

MAYOR _____
(in the event of a tie only)

Approved as to form:

James Cook
City Attorney

Mike Todd
Mayor

ATTEST:

Khalilah Holland
Deputy City Clerk

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EXHIBIT A- FINAL ASSESSMENT ROLL

Parcel ID	Property Description	Parcel Area (SF)	Percentage Assessment	Assessment of Final Cost
37-530-03-24-00-0-00-000	1191 NE McQuerry Rd	63,004	8.62%	270,857.09
37-530-03-33-02-0-00-000	Pt of Tract A - Grain Valley Marketplace	37,340	5.11%	160,526.37
37-530-03-30-00-0-00-000	1171 NE McQuerry Rd	44,141	6.04%	189,764.19
37-530-03-31-00-0-00-000	1151 NE McQuerry Rd	48,375	6.62%	207,966.35
37-530-03-32-00-0-00-000	1131 NE McQuerry Rd	65,588	8.98%	281,965.82
37-530-03-33-01-0-00-000	Pt of Tract A - Grain Valley Marketplace	128,079	17.53%	550,617.50
37-530-03-34-00-0-00-000	1051 NE McQuerry Rd	101,413	13.88%	435,979.14

37-530-03-35-00-0-00-000	951 NE McQuerry Rd	55,367	7.58%	238,025.27
37-530-03-28-00-0-00-000	SEC-26 TWP-49 RNG-30--- PT SE 1/4 SW 1/4 DAF: BEG AT TH SE COR OF SD SEC-26-49-30 TH WLY 658.68' TH NLY 197.05' TO TRU POB TH NWLY 191.71' MOL TH NELY 198' MOL TH SLY 97.49' MOL TO TRU POB	8,840	1.21%	38,003.57
37-530-03-36-00-0-00-000	1060 NE McQuerry Rd	46,509	6.37%	199,944.33
37-530-06-04-00-0-00-000	1111 N Buckner Tarsney Rd	67,189	9.20%	288,848.60
37-530-06-05-00-0-00-000	1101 N Buckner Tarsney Rd	43,719	5.98%	187,949.99
37-530-06-05-00-0-00-000	960 NE Sunny Lane Dr	20,976	2.87%	90,176.79
Totals		730,540	100%	\$3,140,625.00

EXHIBIT B – ESTIMATE OF ANNUAL ASSESSMENT

See Attached

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**City of Grain Valley, Missouri
Grain Valley Marketplace Neighborhood Improvement District
Preliminary Assessment Roll**

Assessment Yr	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Principal	\$ 130,000.00	\$ 135,000.00	\$ 140,000.00	\$ 140,000.00	\$ 145,000.00	\$ 150,000.00	\$ 150,000.00	\$ 155,000.00	\$ 160,000.00	\$ 165,000.00	\$ 175,000.00	\$ 180,000.00
Interest	\$ 57,565.50	\$ 112,622.00	\$ 109,706.00	\$ 106,430.00	\$ 102,874.00	\$ 98,915.50	\$ 94,595.50	\$ 90,065.50	\$ 85,152.00	\$ 79,920.00	\$ 73,699.50	\$ 67,102.00
Maintenance Cost & Paying Agent Fee	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00
Total	\$ 192,865.50	\$ 252,922.00	\$ 255,006.00	\$ 251,730.00	\$ 253,174.00	\$ 254,215.50	\$ 249,895.50	\$ 250,365.50	\$ 250,452.00	\$ 250,220.00	\$ 253,999.50	\$ 252,402.00

Grain Valley Marketplace Neighborhood Improvement District					2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Parcel ID	Property Description	Parcel Area (SF)	Percentage Assessment	TOTAL PRINCIPAL AND FEES ASSESSED												
37-530-03-24-00-0-00-000	1191 NE McQuerry Rd	63,004	8.62%	\$ 293,286.78	Principal 11,211.60 Interest 4,964.62 Maint & Pay Agent 457.08 Total 16,633.30	Principal 11,642.81 Interest 9,712.87 Maint & Pay Agent 457.09 Total 21,812.77	Principal 12,074.03 Interest 9,461.38 Maint & Pay Agent 457.09 Total 21,992.50	Principal 12,074.02 Interest 9,178.85 Maint & Pay Agent 457.09 Total 21,709.96	Principal 12,505.24 Interest 8,872.17 Maint & Pay Agent 457.09 Total 21,834.50	Principal 12,936.48 Interest 8,530.77 Maint & Pay Agent 457.09 Total 21,924.34	Principal 12,936.46 Interest 8,158.20 Maint & Pay Agent 457.09 Total 21,551.75	Principal 13,367.65 Interest 7,767.52 Maint & Pay Agent 457.09 Total 21,592.26	Principal 13,798.89 Interest 7,343.77 Maint & Pay Agent 457.09 Total 21,599.75	Principal 14,230.12 Interest 6,892.54 Maint & Pay Agent 457.09 Total 21,579.75	Principal 15,092.54 Interest 6,356.07 Maint & Pay Agent 457.09 Total 21,905.70	Principal 15,523.74 Interest 5,787.08 Maint & Pay Agent 457.09 Total 21,767.91
37-530-03-33-02-0-00-000	Pt of Tract A - Grain Valley Marketplace	37,340	5.11%	\$ 173,819.59	Principal 6,644.68 Interest 2,942.34 Maint & Pay Agent 270.90 Total 9,857.92	Principal 6,900.24 Interest 5,756.43 Maint & Pay Agent 270.90 Total 12,927.57	Principal 7,155.80 Interest 5,607.39 Maint & Pay Agent 270.90 Total 13,034.09	Principal 7,155.80 Interest 5,439.94 Maint & Pay Agent 270.90 Total 12,866.64	Principal 7,411.37 Interest 5,258.19 Maint & Pay Agent 270.90 Total 12,940.46	Principal 7,666.93 Interest 5,055.86 Maint & Pay Agent 270.90 Total 12,993.69	Principal 7,666.93 Interest 4,835.05 Maint & Pay Agent 270.90 Total 12,772.88	Principal 7,922.50 Interest 4,603.51 Maint & Pay Agent 270.90 Total 12,796.91	Principal 8,433.62 Interest 4,352.36 Maint & Pay Agent 270.90 Total 12,801.32	Principal 8,433.62 Interest 4,084.94 Maint & Pay Agent 270.90 Total 12,789.46	Principal 8,944.75 Interest 3,766.99 Maint & Pay Agent 270.90 Total 12,982.64	Principal 9,200.32 Interest 3,429.78 Maint & Pay Agent 270.90 Total 12,901.00
37-530-03-30-00-0-00-000	1171 NE McQuerry Rd	44,141	6.04%	\$ 205,478.57	Principal 7,854.92 Interest 3,478.25 Maint & Pay Agent 320.24 Total 11,653.41	Principal 8,157.03 Interest 6,804.89 Maint & Pay Agent 320.24 Total 15,282.16	Principal 8,459.14 Interest 6,628.70 Maint & Pay Agent 320.24 Total 15,408.08	Principal 8,459.14 Interest 6,430.76 Maint & Pay Agent 320.24 Total 15,210.14	Principal 8,761.25 Interest 6,215.90 Maint & Pay Agent 320.24 Total 15,297.39	Principal 9,063.36 Interest 5,976.71 Maint & Pay Agent 320.24 Total 15,360.31	Principal 9,063.36 Interest 5,715.69 Maint & Pay Agent 320.24 Total 15,099.29	Principal 9,365.48 Interest 5,441.98 Maint & Pay Agent 320.24 Total 15,127.70	Principal 9,667.59 Interest 5,145.09 Maint & Pay Agent 320.24 Total 15,132.92	Principal 9,969.70 Interest 4,828.96 Maint & Pay Agent 320.24 Total 15,118.90	Principal 10,573.92 Interest 4,453.10 Maint & Pay Agent 320.24 Total 15,347.26	Principal 10,876.04 Interest 4,054.47 Maint & Pay Agent 320.24 Total 15,250.75
37-530-03-31-00-0-00-000	1151 NE McQuerry Rd	48,375	6.62%	\$ 225,188.10	Principal 8,608.36 Interest 3,811.88 Maint & Pay Agent 350.96 Total 12,771.20	Principal 8,939.45 Interest 7,457.62 Maint & Pay Agent 350.96 Total 16,748.03	Principal 9,270.54 Interest 7,264.53 Maint & Pay Agent 350.96 Total 16,886.03	Principal 9,270.54 Interest 7,047.60 Maint & Pay Agent 350.96 Total 16,669.10	Principal 9,601.63 Interest 6,812.12 Maint & Pay Agent 350.96 Total 16,764.71	Principal 9,932.72 Interest 6,550.00 Maint & Pay Agent 350.96 Total 16,833.68	Principal 9,932.72 Interest 6,263.94 Maint & Pay Agent 350.96 Total 16,547.62	Principal 10,263.81 Interest 5,963.97 Maint & Pay Agent 350.96 Total 16,578.74	Principal 10,594.90 Interest 5,638.61 Maint & Pay Agent 350.96 Total 16,584.47	Principal 10,925.99 Interest 5,292.15 Maint & Pay Agent 350.96 Total 16,569.10	Principal 11,588.17 Interest 4,880.24 Maint & Pay Agent 350.96 Total 16,819.37	Principal 11,919.27 Interest 4,443.37 Maint & Pay Agent 350.96 Total 16,713.60
37-530-03-32-00-0-00-000	1131 NE McQuerry Rd	65,588	8.98%	\$ 305,315.30	Principal 11,671.42 Interest 5,168.24 Maint & Pay Agent 475.83 Total 17,315.49	Principal 12,120.32 Interest 10,111.22 Maint & Pay Agent 475.83 Total 22,707.37	Principal 12,569.22 Interest 9,849.42 Maint & Pay Agent 475.83 Total 22,894.47	Principal 12,569.22 Interest 9,555.30 Maint & Pay Agent 475.83 Total 22,600.35	Principal 13,018.12 Interest 9,236.04 Maint & Pay Agent 475.83 Total 22,729.99	Principal 13,467.02 Interest 8,880.65 Maint & Pay Agent 475.83 Total 22,823.50	Principal 13,467.02 Interest 8,492.80 Maint & Pay Agent 475.83 Total 22,435.65	Principal 13,915.93 Interest 8,086.10 Maint & Pay Agent 475.83 Total 22,477.86	Principal 14,364.83 Interest 7,644.96 Maint & Pay Agent 475.83 Total 22,485.62	Principal 14,813.73 Interest 7,175.23 Maint & Pay Agent 475.83 Total 22,464.79	Principal 15,711.53 Interest 6,616.75 Maint & Pay Agent 475.83 Total 22,804.11	Principal 16,160.43 Interest 6,024.43 Maint & Pay Agent 475.83 Total 22,660.69
37-530-03-33-01-0-00-000	Pt of Tract A - Grain Valley Marketplace	128,079	17.53%	\$ 596,214.06	Principal 22,791.73 Interest 10,092.44 Maint & Pay Agent 929.20 Total 33,813.37	Principal 23,668.33 Interest 19,745.00 Maint & Pay Agent 929.20 Total 44,342.53	Principal 24,544.94 Interest 19,233.77 Maint & Pay Agent 929.20 Total 44,707.91	Principal 24,544.94 Interest 18,659.41 Maint & Pay Agent 929.20 Total 44,133.55	Principal 25,421.54 Interest 18,035.97 Maint & Pay Agent 929.20 Total 44,386.71	Principal 26,298.15 Interest 17,341.96 Maint & Pay Agent 929.20 Total 44,569.31	Principal 26,298.15 Interest 16,584.58 Maint & Pay Agent 929.20 Total 43,811.93	Principal 27,174.75 Interest 15,790.37 Maint & Pay Agent 929.20 Total 43,894.32	Principal 28,051.36 Interest 14,928.93 Maint & Pay Agent 929.20 Total 43,909.49	Principal 28,927.96 Interest 14,011.65 Maint & Pay Agent 929.20 Total 43,868.81	Principal 30,681.17 Interest 12,921.07 Maint & Pay Agent 929.20 Total 44,531.44	Principal 31,557.78 Interest 11,764.39 Maint & Pay Agent 929.20 Total 44,251.37
37-530-03-34-00-0-00-000	1051 NE McQuerry Rd	101,413	13.88%	\$ 472,082.52	Principal 18,046.50 Interest 7,991.20 Maint & Pay Agent 735.74 Total 26,773.44	Principal 18,740.60 Interest 15,634.10 Maint & Pay Agent 735.74 Total 35,110.44	Principal 19,434.69 Interest 15,229.30 Maint & Pay Agent 735.74 Total 35,399.73	Principal 19,434.69 Interest 14,774.53 Maint & Pay Agent 735.74 Total 34,944.96	Principal 20,128.79 Interest 14,280.89 Maint & Pay Agent 735.74 Total 35,145.42	Principal 20,822.88 Interest 13,731.37 Maint & Pay Agent 735.74 Total 35,289.99	Principal 20,822.88 Interest 13,131.67 Maint & Pay Agent 735.74 Total 34,690.29	Principal 21,516.98 Interest 12,502.82 Maint & Pay Agent 735.74 Total 34,755.54	Principal 22,211.08 Interest 11,820.74 Maint & Pay Agent 735.74 Total 34,767.56	Principal 22,905.17 Interest 11,094.43 Maint & Pay Agent 735.74 Total 34,735.34	Principal 24,293.37 Interest 9,315.05 Maint & Pay Agent 735.74 Total 35,260.02	Principal 24,987.46 Interest 8,935.05 Maint & Pay Agent 735.74 Total 35,038.25
37-530-03-35-00-0-00-000	951 NE McQuerry Rd	55,367	7.58%	\$ 257,736.09	Principal 9,852.59 Interest 4,362.84 Maint & Pay Agent 401.68 Total 14,617.11	Principal 10,231.53 Interest 8,535.52 Maint & Pay Agent 401.68 Total 19,168.73	Principal 10,610.48 Interest 8,314.52 Maint & Pay Agent 401.68 Total 19,326.68	Principal 10,610.48 Interest 8,066.24 Maint & Pay Agent 401.68 Total 19,078.40	Principal 10,989.43 Interest 7,796.73 Maint & Pay Agent 401.68 Total 19,187.84	Principal 11,368.37 Interest 7,496.31 Maint & Pay Agent 401.68 Total 19,266.77	Principal 11,368.37 Interest 7,169.31 Maint & Pay Agent 401.68 Total 18,939.36	Principal 11,747.32 Interest 6,825.99 Maint & Pay Agent 401.68 Total 18,974.99	Principal 12,126.26 Interest 6,453.60 Maint & Pay Agent 401.68 Total 18,981.54	Principal 12,505.21 Interest 6,057.07 Maint & Pay Agent 401.68 Total 18,963.96	Principal 13,263.10 Interest 5,585.62 Maint & Pay Agent 401.68 Total 19,250.40	Principal 13,642.05 Interest 5,085.60 Maint & Pay Agent 401.68 Total 19,129.33
37-530-03-28-00-0-00-000	SEC-26 TWP-49 R10-30-31 SE 1/4 SW 1/4 DAF: BEG AT TH SE COR OF SD SEC-26-49-30 TH WLY 658.68' TH NLY 107.05' TO TRIPOB TH	8,840	1.21%	\$ 41,150.58	Principal 1,573.08 Interest 696.58 Maint & Pay Agent 64.13 Total 2,333.79	Principal 1,633.59 Interest 1,362.80 Maint & Pay Agent 64.13 Total 3,060.52	Principal 1,694.09 Interest 1,327.51 Maint & Pay Agent 64.13 Total 3,085.73	Principal 1,694.09 Interest 1,287.87 Maint & Pay Agent 64.13 Total 3,046.09	Principal 1,754.59 Interest 1,244.84 Maint & Pay Agent 64.13 Total 3,063.56	Principal 1,815.10 Interest 1,196.94 Maint & Pay Agent 64.13 Total 3,076.17	Principal 1,815.10 Interest 1,144.67 Maint & Pay Agent 64.13 Total 3,023.90	Principal 1,875.60 Interest 1,089.85 Maint & Pay Agent 64.13 Total 3,029.58	Principal 1,936.10 Interest 1,030.39 Maint & Pay Agent 64.13 Total 3,030.62	Principal 1,996.61 Interest 967.08 Maint & Pay Agent 64.13 Total 3,027.82	Principal 2,117.61 Interest 891.81 Maint & Pay Agent 64.13 Total 3,073.55	Principal 2,178.11 Interest 811.98 Maint & Pay Agent 64.13 Total 3,054.22
37-530-03-36-00-0-00-000	1060 NE McQuerry Rd	46,509	6.37%	\$ 216,501.74	Principal 8,276.30 Interest 3,664.84 Maint & Pay Agent 337.42 Total 12,278.56	Principal 8,594.62 Interest 7,169.95 Maint & Pay Agent 337.42 Total 16,101.99	Principal 8,912.94 Interest 6,984.31 Maint & Pay Agent 337.42 Total 16,234.67	Principal 8,912.94 Interest 6,775.75 Maint & Pay Agent 337.42 Total 16,026.11	Principal 9,231.26 Interest 6,549.36 Maint & Pay Agent 337.42 Total 16,118.04	Principal 9,549.58 Interest 6,297.34 Maint & Pay Agent 337.42 Total 16,184.34	Principal 9,549.58 Interest 6,022.32 Maint & Pay Agent 337.42 Total 15,909.32	Principal 9,867.90 Interest 5,733.92 Maint & Pay Agent 337.42 Total 15,939.24	Principal 10,186.22 Interest 5,421.11 Maint & Pay Agent 337.42 Total 15,944.75	Principal 10,504.54 Interest 5,088.02 Maint & Pay Agent 337.42 Total 15,929.98	Principal 11,141.18 Interest 4,692.00 Maint & Pay Agent 337.42 Total 16,170.60	Principal 11,459.50 Interest 4,271.97 Maint & Pay Agent 337.42 Total 16,068.89
37-530-06-04-00-0-00-000	1111 N Buckner Tarsney Rd	67,189	9.20%	\$ 312,768.14	Principal 11,956.32 Interest 5,294.40 Maint & Pay Agent 487.45 Total 17,738.17	Principal 12,416.18 Interest 10,358.04 Maint & Pay Agent 487.45 Total 23,261.67	Principal 12,876.04 Interest 10,089.85 Maint & Pay Agent 487.45 Total 23,453.34	Principal 12,876.04 Interest 9,788.55 Maint & Pay Agent 487.45 Total 23,152.04	Principal 13,335.90 Interest 9,461.50 Maint & Pay Agent 487.45 Total 23,284.85	Principal 13,795.75 Interest 9,097.43 Maint & Pay Agent 487.45 Total 23,380.63	Principal 13,795.75 Interest 8,700.11 Maint & Pay Agent 487.45 Total 22,983.31	Principal 14,255.61 Interest 8,283.48 Maint & Pay Agent 487.45 Total 23,026.54	Principal 14,715.47 Interest 7,831.57 Maint & Pay Agent 487.45 Total 23,034.49	Principal 15,175.33 Interest 7,350.38 Maint & Pay Agent 487.45 Total 23,013.16	Principal 16,095.05 Interest 6,778.27 Maint & Pay Agent 487.45 Total 23,360.77	Principal 16,554.90 Interest 6,171.48 Maint & Pay Agent 487.45 Total 23,213.83
37-530-06-05-00-0-00-000	1101 N Buckner Tarsney Rd	43,719	5.98%	\$ 203,514.17	Principal 7,779.82 Interest 3,444.99 Maint & Pay Agent 317.18 Total 11,541.99	Principal 8,079.04 Interest 6,739.84 Maint & Pay Agent 317.18 Total 15,136.06	Principal 8,378.27 Interest 6,565.33 Maint & Pay Agent 317.18 Total 15,260.78	Principal 8,378.27 Interest 6,369.28 Maint & Pay Agent 317.18 Total 15,064.73	Principal 8,677.49 Interest 6,156.47 Maint & Pay Agent 317.18 Total 15,151.14	Principal 8,976.72 Interest 5,919.58 Maint & Pay Agent 317.18 Total 15,213.48	Principal 8,976.72 Interest 5,661.05 Maint & Pay Agent 317.18 Total 14,954.95	Principal 9,275.94 Interest 5,389.95 Maint & Pay Agent 317.18 Total 14,983.07	Principal 9,575.16 Interest 5,095.90 Maint & Pay Agent 317.18 Total 14,988.24	Principal 9,874.39 Interest 4,782.79 Maint & Pay Agent 317.18 Total 14,974.36	Principal 10,472.84 Interest 4,410.53 Maint & Pay Agent 317.18 Total 15,200.55	Principal 10,772.06 Interest 4,015.70 Maint & Pay Agent 317.18 Total 15,104.94
37-530-06-05-00-0-00-000	960 NE Sunny Lane Dr	20,976	2.87%	\$ 97,644.36	Principal 3,732.69 Interest 1,652.88 Maint & Pay Agent 152.18 Total 5,537.75	Principal 3,876.26 Interest 3,233.72 Maint & Pay Agent 152.18 Total 7,262.16	Principal 4,019.82 Interest 3,149.99 Maint & Pay Agent 152.18 Total 7,321.99	Principal 4,019.82 Interest 3,055.93 Maint & Pay Agent 152.18 Total 7,227.93	Principal 4,163.39 Interest 2,953.82 Maint & Pay Agent 152.18 Total 7,269.39	Principal 4,306.95 Interest 2,840.16 Maint & Pay Agent 152.18 Total 7,299.29	Principal 4,306.95 Interest 2,716.12 Maint & Pay Agent 152.18 Total 7,175.25	Principal 4,450.52 Interest 2,586.05 Maint & Pay Agent 152.18 Total 7,188.75	Principal 4,594.08 Interest 2,444.97 Maint & Pay Agent 152.18 Total 7,191.23	Principal 4,737.65 Interest 2,294.74 Maint & Pay Agent 152.18 Total 7,184.57	Principal 5,024.78 Interest 2,116.13 Maint & Pay Agent 152.18 Total 7,293.09	Principal 5,168.34 Interest 1,926.70 Maint & Pay Agent 152.18 Total 7,247.22
Left Intentionally Blank					Principal 0.00 Interest 0.00 Maint & Pay Agent 0.00 Total 0.00	Principal 0.00 Interest 0.00 Maint & Pay Agent 0.00 Total 0.00	Principal 0.00 Interest 0.00 Maint & Pay Agent 0.00 Total 0.00	Principal 0.00 Interest 0.00 Maint & Pay Agent 0.00 Total 0.00	Principal 0.00 Interest 0.00 Maint & Pay Agent 0.00 Total 0.00	Principal 0.00 Interest 0.00 Maint & Pay Agent 0.00 Total 0.00	Principal 0.00 Interest 0.00 Maint & Pay Agent 0.00 Total 0.00	Principal 0.00 Interest 0.00 Maint & Pay Agent 0.00 Total 0.00	Principal 0.00 Interest 0.00 Maint & Pay Agent 0.00 Total 0.00	Principal 0.00 Interest 0.00 Maint & Pay Agent 0.00 Total 0.00	Principal 0.00 Interest 0.00 Maint & Pay Agent 0.00 Total 0.00	Principal 0.00 Interest 0.00 Maint & Pay Agent 0.00 Total 0.00
Total					192,865.50	252,922.00	255,006.00	251,730.00	253,174.00	254,215.50	249,895.50	250,365.50	250,452.00	250,220.00	253,999.50	252,402.00

**City of Grain Valley, Missouri
Grain Valley Marketplace Neighborhood Improvement District
Preliminary Assessment Roll**

	Assessment Yr	2030	2031	2032	2033	2034	2035	2036	Totals
PROJECTED →	Principal	\$ 185,000.00	\$ 195,000.00	\$ 200,000.00	\$ 210,000.00	\$ 220,000.00	\$ 230,000.00	\$ 235,000.00	3,300,000.00
Interest for 3/1/2017 and 9/1/2017 payments is capitalized. PROJECTED →	Interest	\$ 60,316.00	\$ 53,341.50	\$ 45,990.00	\$ 37,590.00	\$ 28,770.00	\$ 19,530.00	\$ 9,870.00	1,334,055.00
	Maintenance Cost & Paying Agent Fee	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00	100,700.00
		\$ 250,616.00	\$ 253,641.50	\$ 251,290.00	\$ 252,890.00	\$ 254,070.00	\$ 254,830.00	\$ 250,170.00	

Grain Valley Marketplace Neighborhood Improvement District					2030	2031	2032	2033	2034	2035	2036	
Parcel ID	Property Description	Parcel Area (SF)	Percentage Assessment	TOTAL PRINCIPAL AND FEES ASSESSED								
37-530-03-24-00-0-00-000	1191 NE McQuerry Rd	63,004	8.62%	\$ 293,286.78	Principal 15,954.97 Interest 5,201.84 Maint & Pay Agent 457.09 Total 21,613.90	Principal 16,817.41 Interest 4,600.33 Maint & Pay Agent 457.09 Total 21,874.83	Principal 17,248.60 Interest 3,966.32 Maint & Pay Agent 457.09 Total 21,672.01	Principal 18,111.06 Interest 3,241.88 Maint & Pay Agent 457.09 Total 21,810.03	Principal 18,973.47 Interest 2,481.21 Maint & Pay Agent 457.09 Total 21,911.77	Principal 19,835.88 Interest 1,684.33 Maint & Pay Agent 457.09 Total 21,977.30	Principal 20,267.11 Interest 851.22 Maint & Pay Agent 457.09 Total 21,575.42	
37-530-03-33-02-0-00-000	Pt of Tract A - Grain Valley Marketplace	37,340	5.11%	\$ 173,819.59	Principal 9,455.88 Interest 3,082.92 Maint & Pay Agent 270.90 Total 12,809.70	Principal 9,967.01 Interest 2,726.44 Maint & Pay Agent 270.90 Total 12,964.35	Principal 10,222.58 Interest 2,350.68 Maint & Pay Agent 270.90 Total 12,844.16	Principal 10,733.70 Interest 1,921.33 Maint & Pay Agent 270.90 Total 12,925.93	Principal 11,244.83 Interest 1,470.52 Maint & Pay Agent 270.90 Total 12,986.25	Principal 11,755.96 Interest 998.23 Maint & Pay Agent 270.90 Total 13,025.09	Principal 12,011.53 Interest 504.48 Maint & Pay Agent 270.90 Total 12,786.91	
37-530-03-30-00-0-00-000	1171 NE McQuerry Rd	44,141	6.04%	\$ 205,478.57	Principal 11,178.15 Interest 3,644.44 Maint & Pay Agent 320.24 Total 15,142.83	Principal 11,782.37 Interest 3,223.02 Maint & Pay Agent 320.24 Total 15,325.63	Principal 12,084.49 Interest 2,778.83 Maint & Pay Agent 320.24 Total 15,183.56	Principal 12,688.71 Interest 2,271.28 Maint & Pay Agent 320.24 Total 15,280.23	Principal 13,292.93 Interest 1,738.35 Maint & Pay Agent 320.24 Total 15,351.52	Principal 13,897.16 Interest 1,180.05 Maint & Pay Agent 320.24 Total 15,397.45	Principal 14,199.27 Interest 596.37 Maint & Pay Agent 320.24 Total 15,115.88	
37-530-03-31-00-0-00-000	1151 NE McQuerry Rd	48,375	6.62%	\$ 225,188.10	Principal 12,250.36 Interest 3,994.01 Maint & Pay Agent 350.96 Total 16,595.33	Principal 12,912.54 Interest 3,532.17 Maint & Pay Agent 350.96 Total 16,795.67	Principal 13,243.63 Interest 3,045.37 Maint & Pay Agent 350.96 Total 16,639.96	Principal 13,905.81 Interest 2,489.14 Maint & Pay Agent 350.96 Total 16,745.91	Principal 14,567.99 Interest 1,905.10 Maint & Pay Agent 350.96 Total 16,824.05	Principal 15,230.17 Interest 1,293.24 Maint & Pay Agent 350.96 Total 16,874.37	Principal 15,561.26 Interest 653.57 Maint & Pay Agent 350.96 Total 16,565.79	
37-530-03-32-00-0-00-000	1131 NE McQuerry Rd	65,588	8.98%	\$ 305,315.30	Principal 16,609.33 Interest 5,415.18 Maint & Pay Agent 475.83 Total 22,500.34	Principal 17,507.13 Interest 4,789.01 Maint & Pay Agent 475.83 Total 22,771.97	Principal 17,956.03 Interest 4,128.99 Maint & Pay Agent 475.83 Total 22,560.85	Principal 18,853.83 Interest 3,374.84 Maint & Pay Agent 475.83 Total 22,704.50	Principal 19,751.64 Interest 2,582.98 Maint & Pay Agent 475.83 Total 22,810.45	Principal 20,649.44 Interest 1,753.41 Maint & Pay Agent 475.83 Total 22,878.68	Principal 21,098.34 Interest 886.13 Maint & Pay Agent 475.83 Total 22,460.30	
37-530-03-33-01-0-00-000	Pt of Tract A - Grain Valley Marketplace	128,079	17.53%	\$ 596,214.06	Principal 32,434.38 Interest 10,574.66 Maint & Pay Agent 929.20 Total 43,938.24	Principal 34,187.59 Interest 9,351.88 Maint & Pay Agent 929.20 Total 44,468.67	Principal 35,064.20 Interest 8,063.01 Maint & Pay Agent 929.20 Total 44,056.41	Principal 36,817.41 Interest 6,590.32 Maint & Pay Agent 929.20 Total 44,336.93	Principal 38,570.62 Interest 5,043.99 Maint & Pay Agent 929.20 Total 44,543.81	Principal 40,323.83 Interest 3,424.02 Maint & Pay Agent 929.20 Total 44,677.05	Principal 41,200.43 Interest 1,730.42 Maint & Pay Agent 929.20 Total 43,860.05	
37-530-03-34-00-0-00-000	1051 NE McQuerry Rd	101,413	13.88%	\$ 472,082.52	Principal 25,681.56 Interest 8,373.02 Maint & Pay Agent 735.74 Total 34,790.32	Principal 27,069.75 Interest 7,404.83 Maint & Pay Agent 735.74 Total 35,210.32	Principal 27,763.85 Interest 6,384.30 Maint & Pay Agent 735.74 Total 34,883.89	Principal 29,152.04 Interest 5,218.21 Maint & Pay Agent 735.74 Total 35,105.99	Principal 30,540.23 Interest 3,993.83 Maint & Pay Agent 735.74 Total 35,269.80	Principal 31,928.42 Interest 2,711.14 Maint & Pay Agent 735.74 Total 35,375.30	Principal 32,622.52 Interest 1,370.15 Maint & Pay Agent 735.74 Total 34,728.41	
37-530-03-35-00-0-00-000	951 NE McQuerry Rd	55,367	7.58%	\$ 257,736.09	Principal 14,020.99 Interest 4,571.30 Maint & Pay Agent 401.68 Total 18,993.97	Principal 14,778.88 Interest 4,042.71 Maint & Pay Agent 401.68 Total 19,223.27	Principal 15,157.83 Interest 3,485.54 Maint & Pay Agent 401.68 Total 19,045.05	Principal 15,915.72 Interest 2,848.91 Maint & Pay Agent 401.68 Total 19,166.31	Principal 16,673.61 Interest 2,180.45 Maint & Pay Agent 401.68 Total 19,255.74	Principal 17,431.50 Interest 1,480.16 Maint & Pay Agent 401.68 Total 19,313.34	Principal 17,810.45 Interest 748.04 Maint & Pay Agent 401.68 Total 18,960.17	
37-530-03-28-00-0-00-000	SEC-26 TWP-49 RNG-30-PT SE 1/4 SW 1/4 DAF: BEG AT TH SE COR OF SD SEC-26-49-30 TH WLY 658.68' TH NLY 107.05' TO TRIPBOR TH	8,840	1.21%	\$ 41,150.58	Principal 2,238.62 Interest 729.86 Maint & Pay Agent 64.13 Total 3,032.61	Principal 2,359.62 Interest 645.47 Maint & Pay Agent 64.13 Total 3,069.22	Principal 2,420.13 Interest 556.51 Maint & Pay Agent 64.13 Total 3,040.77	Principal 2,541.13 Interest 454.86 Maint & Pay Agent 64.13 Total 3,060.12	Principal 2,662.14 Interest 348.14 Maint & Pay Agent 64.13 Total 3,074.41	Principal 2,783.15 Interest 236.33 Maint & Pay Agent 64.13 Total 3,083.61	Principal 2,843.65 Interest 119.43 Maint & Pay Agent 64.13 Total 3,027.21	
37-530-03-36-00-0-00-000	1060 NE McQuerry Rd	46,509	6.37%	\$ 216,501.74	Principal 11,777.82 Interest 3,839.95 Maint & Pay Agent 337.42 Total 15,955.19	Principal 12,414.45 Interest 3,395.93 Maint & Pay Agent 337.42 Total 16,147.80	Principal 12,732.77 Interest 2,927.90 Maint & Pay Agent 337.42 Total 15,998.09	Principal 13,369.41 Interest 2,393.12 Maint & Pay Agent 337.42 Total 16,099.95	Principal 14,006.05 Interest 1,831.61 Maint & Pay Agent 337.42 Total 16,175.08	Principal 14,642.69 Interest 1,243.36 Maint & Pay Agent 337.42 Total 16,223.47	Principal 14,961.01 Interest 628.36 Maint & Pay Agent 337.42 Total 15,926.79	
37-530-06-04-00-0-00-000	1111 N Buckner Tarsney Rd	67,189	9.20%	\$ 312,768.14	Principal 17,014.76 Interest 5,547.36 Maint & Pay Agent 487.45 Total 23,049.57	Principal 17,934.48 Interest 4,905.91 Maint & Pay Agent 487.45 Total 23,327.84	Principal 18,394.34 Interest 4,229.78 Maint & Pay Agent 487.45 Total 23,111.57	Principal 19,314.06 Interest 3,457.22 Maint & Pay Agent 487.45 Total 23,258.73	Principal 20,233.77 Interest 2,646.03 Maint & Pay Agent 487.45 Total 23,367.25	Principal 21,153.49 Interest 1,796.21 Maint & Pay Agent 487.45 Total 23,437.15	Principal 21,613.35 Interest 907.76 Maint & Pay Agent 487.45 Total 23,008.56	
37-530-06-05-00-0-00-000	1101 N Buckner Tarsney Rd	43,719	5.98%	\$ 203,514.17	Principal 11,071.28 Interest 3,609.60 Maint & Pay Agent 317.18 Total 14,998.06	Principal 11,669.73 Interest 3,192.21 Maint & Pay Agent 317.18 Total 15,179.12	Principal 11,968.95 Interest 2,752.26 Maint & Pay Agent 317.18 Total 15,038.39	Principal 12,567.40 Interest 2,249.56 Maint & Pay Agent 317.18 Total 15,134.14	Principal 13,165.85 Interest 1,721.73 Maint & Pay Agent 317.18 Total 15,204.76	Principal 13,764.30 Interest 1,168.77 Maint & Pay Agent 317.18 Total 15,250.25	Principal 14,063.52 Interest 590.67 Maint & Pay Agent 317.18 Total 14,971.37	
37-530-06-05-00-0-00-000	960 NE Sunny Lane Dr	20,976	2.87%	\$ 97,644.36	Principal 5,311.91 Interest 1,731.85 Maint & Pay Agent 152.18 Total 7,195.94	Principal 5,599.04 Interest 1,531.59 Maint & Pay Agent 152.18 Total 7,282.81	Principal 5,742.60 Interest 1,320.51 Maint & Pay Agent 152.18 Total 7,215.29	Principal 6,029.73 Interest 1,079.32 Maint & Pay Agent 152.18 Total 7,261.23	Principal 6,316.86 Interest 826.07 Maint & Pay Agent 152.18 Total 7,295.11	Principal 6,603.99 Interest 560.77 Maint & Pay Agent 152.18 Total 7,316.94	Principal 6,747.56 Interest 283.40 Maint & Pay Agent 152.18 Total 7,183.14	
Left Intentionally Blank					Principal 0.00 Interest 0.00 Maint & Pay Agent 0.00 Total 0.00	Principal 0.00 Interest 0.00 Maint & Pay Agent 0.00 Total 0.00	Principal 0.00 Interest 0.00 Maint & Pay Agent 0.00 Total 0.00	Principal 0.00 Interest 0.00 Maint & Pay Agent 0.00 Total 0.00	Principal 0.00 Interest 0.00 Maint & Pay Agent 0.00 Total 0.00	Principal 0.00 Interest 0.00 Maint & Pay Agent 0.00 Total 0.00	Principal 0.00 Interest 0.00 Maint & Pay Agent 0.00 Total 0.00	
		730,540	100.00%	\$ 3,400,700.00	\$ 4,734,755.00	\$ 250,616.00	\$ 253,641.50	\$ 251,290.00	\$ 252,890.00	\$ 254,070.00	\$ 254,830.00	\$ 250,170.00

**CITY OF GRAIN VALLEY
BOARD OF ALDERMEN AGENDA ITEM**

MEETING DATE	10/10/2016	
BILL NUMBER	B16-20	
AGENDA TITLE	AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$3,400,000 PRINCIPAL AMOUNT OF NEIGHBORHOOD IMPROVEMENT DISTRICT LIMITED GENERAL OBLIGATION BONDS (GRAIN VALLEY MARKETPLACE PROJECT), SERIES 2016, OF THE CITY OF GRAIN VALLEY, MISSOURI; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH	
REQUESTING DEPARTMENT	Finance	
PRESENTER	Cathy Bowden, Finance Director	
FISCAL INFORMATION	Cost as recommended:	Not to exceed \$3,400,000.00
	Budget Line Item:	310-00-48000
	Balance Available:	\$3,250,000
	New Appropriation Required:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Up to \$150,000.00
PURPOSE	To issue bonds to pay off the temporary notes	
BACKGROUND	The City issued NID Notes to finance some of the public improvements in project #2 of the Marketplace TIF.	
SPECIAL NOTES	Temporary notes were issued until the development would support the annual assessments to pay the bond payment.	
ANALYSIS	Debt service payment will be made with funds from special assessments to the property owners within the NID	
PUBLIC INFORMATION PROCESS	NID Bonds were part of the financing plan during the Marketplace TIF process in 2010	

BOARD OR COMMISSION RECOMMENDATION	Not Applicable
DEPARTMENT RECOMMENDATION	Approval
REFERENCE DOCUMENTS ATTACHED	Ordinance & Exhibit A, B and C

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

BILL NO. B16-20

ORDINANCE NO.
SECOND READING

INTRODUCED BY:
ALDERMAN WEST

FIRST READING

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$3,400,000 PRINCIPAL AMOUNT OF NEIGHBORHOOD IMPROVEMENT DISTRICT LIMITED GENERAL OBLIGATION BONDS (GRAIN VALLEY MARKETPLACE PROJECT), SERIES 2016, OF THE CITY OF GRAIN VALLEY, MISSOURI; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Grain Valley, Missouri (the “City”), is a fourth class city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the constitution and laws of the State of Missouri; and

WHEREAS, pursuant to Section 70.220, Revised Statutes of Missouri, as amended (“RSMo”), the City is authorized to contract with any private corporation for the planning, development, construction, acquisition or operation of any public improvement or facility; and

WHEREAS, pursuant to Section 70.230, RSMo, the City is authorized to exercise the power referred to in Section 70.220, RSMo, by ordinance duly enacted; and

WHEREAS, pursuant to Article III, Section 38(c) of the Constitution of Missouri, and Sections 67.453 to 67.475, inclusive, RSMo, named the Neighborhood Improvement District Act (the “Act”), and all other provisions of the laws of the State of Missouri applicable thereto, by proceedings duly had, the Board of Aldermen of the City has duly authorized and undertaken the Grain Valley Marketplace Neighborhood Improvement District project (the “Project”), said Project consisting of the improvements described on **Exhibit B** to this Ordinance; and

WHEREAS, the City issued \$3,015,000 principal amount of its Taxable Neighborhood Improvement District Limited General Obligation Temporary Notes (Grain Valley Marketplace Project), Series 2012 (the “Series 2012 Notes”) to provide temporary financing to construct the Project; and

WHEREAS, pursuant to the Act, the City later issued its Taxable Neighborhood Improvement District Limited General Obligation Refunding Temporary Notes (Grain Valley Marketplace Project), Series 2015 (the “Refunded Notes”) to provide funds to refinance the Series 2012 Notes; and

WHEREAS, all legal requirements pertaining to said Project have been complied with, and the total cost of the Project, including interest on temporary notes of the City and issuance costs of the Bonds herein authorized, has been assessed against the lots, parcels and pieces of land liable for such special assessments; and

WHEREAS, not all of the owners of such lots, parcels and pieces of land liable therefor have elected to pay in cash their share of the costs of the Project, including the costs related to the temporary notes issued for the Project; and

WHEREAS, pursuant to the Act, the costs of the Project not paid in cash are authorized to be permanently financed by the issuance of limited general obligation bonds of the City, said costs to be assessed against the owners of property liable therefor in annual installments sufficient to pay the unpaid assessments and interest thereon at such rate of interest as the Board of Aldermen may determine; 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 at this time to authorize the issuance and delivery of the City's Taxable Neighborhood Improvement District Limited General Obligation Bonds (Grain Valley Marketplace Project), Series 2016 (the "Bonds") for the purpose of providing funds to pay the Refunded Notes and pay the costs of issuance of the Bonds.

NOW THEREFORE, BE IT ORDAINED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Ordinance shall have the following meanings:

"Bond Counsel" means Gilmore & Bell, P.C., Kansas City, Missouri, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

"Bond Payment Date" means any date on which principal of or interest on any Bond is payable.

"Bond Purchase Agreement" means the Bond Purchase Agreement between the City and the Purchaser.

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

"Bondowner," "Owner" or "Registered Owner" means, when used with respect to any Bond, the Person in whose name such Bond is registered on the Bond Register.

"Bonds" means the Taxable Neighborhood Improvement District Limited General Obligation Bonds (Grain Valley Marketplace Project), Series 2016, authorized and issued by the City pursuant to this Ordinance.

"Business Day" means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

"Capitalized Interest Fund" means the Capitalized Interest Fund referred to in **Section 501** hereof.

“Cede & Co.” means Cede & Co., as nominee name of The Depository Trust Company, New York, New York or any successor nominee of the Securities Depository with respect to the Bonds.

“City” means the City of Grain Valley, Missouri.

“City Administrator” means the duly appointed and acting City Administrator or, in the City Administrator’s absence, the duly appointed Assistant City Administrator or Acting City Administrator of the City.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

“Costs of Issuance” means all costs of issuing the Bonds, including without limitation all publication, printing, signing and mailing expenses in connection therewith, registration fees, paying agent fees and expenses, and all legal fees and expenses of Bond Counsel and other legal counsel.

“Costs of Issuance Fund” means the fund by that name referred to in **Section 501** hereof.

“Debt Service Fund” means the fund by that name referred to in **Section 501** hereof.

“Debt Service Requirements” means for any period of time for which calculated, the aggregate of the payments to be made during such period in respect of principal (whether at maturity or otherwise) and interest on the Bonds; provided that such payments are excluded from Debt Service Requirements to the extent that cash or Permitted Investments are on deposit in an irrevocable escrow or trust account and such amounts (including, where appropriate, the earnings or other increment to accrue thereon) are required to be applied to pay principal or interest on the Bonds and are sufficient to pay such principal or interest.

“Defaulted Interest” means interest on any Bond that is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and that meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has

covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust; and

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent.

“District” means the Grain Valley Marketplace Neighborhood Improvement District approved by the City.

“Finance Director” means the duly appointed and acting Finance Director or, in the Finance Director’s absence, the duly appointed substitute.

“Interest Payment Date” means the Stated Maturity of an installment of interest on any Bond.

“Maturity” means, when used with respect to any Bond, the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or by call for redemption or otherwise.

“Mayor” means the duly elected and acting Mayor of the City, or, in the Mayor’s absence, the presiding officer of the Board of Aldermen acting in the absence of the Mayor.

“Ordinance” means this Ordinance as from time to time amended in accordance with the terms hereof.

“Outstanding” means, when used with reference to Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following Bonds:

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

(b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“**Participants**” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“**Paying Agent**” means UMB Bank, N.A., Kansas City, Missouri and any successors or assigns.

“**Permitted Investments**” means any of the following securities, if and to the extent the same are at the time legal for investment of the moneys held in the funds and accounts listed in **Section 501** hereof:

(a) United States Government Obligations;

(b) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by United States Government Obligations that shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits;

(c) bonds, notes or other obligations of the State of Missouri, or any political subdivision of the State of Missouri, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(d) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a), (b) or (d) and having a market value at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City;

(e) obligations of 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 and Farmers Home Administration; 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.

“**Person**” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“**Project**” means the neighborhood improvement district project described on **Exhibit B**.

“**Purchase Price**” means the amount paid by the Purchaser for the Bonds (the principal amount of the Bonds plus a net original issue premium and less the underwriter’s discount for the Bonds), together with accrued interest, if any, to the date of delivery and payment.

“**Purchaser**” means Piper Jaffray & Co., Leawood, Kansas, the original purchaser of the Bonds.

“**Record Date**” for the interest payable on any Interest Payment Date means the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“**Redemption Date**” means, when used with respect to any Bond to be redeemed, the date fixed for such redemption pursuant to the terms of this Ordinance.

“**Redemption Price**” means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“**Refunded Notes**” means the Taxable Neighborhood Improvement District Limited General Obligation Refunding Temporary Notes (Grain Valley Marketplace Project), Series 2015 issued by the City and paid with the proceeds of the Bonds as provided in this Ordinance.

“**Replacement Bonds**” means Bonds issued to the beneficial owners of the Bonds in accordance with **Section 211(b)** of this Ordinance.

“**Securities Depository**” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“**Special Assessments**” means the amounts paid pursuant to the Act by the property owners located within the District representing their allocable share of the costs of the Project.

“**Special Assessments Fund**” means the fund by that name referred to in **Section 501** hereof.

“**Special Record Date**” means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

“**Stated Maturity**” means, when used with respect to any Bond or any installment of interest thereon, the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“**United States Government Obligations**” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United

States of America (including the interest component of obligations of the Resolution Funding Corporation or securities that represent an undivided interest in such obligations, which obligations are held in a custodial or trust account for the benefit of the City).

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. There shall be issued and hereby are authorized and directed to be issued the Taxable Neighborhood Improvement District Limited General Obligation Bonds (Grain Valley Marketplace Project), Series 2016 of the City in the principal amount of not to exceed \$3,400,000 (the “Bonds”), for the purpose of providing funds, together with certain other funds available to the City, to pay the Refunded Notes and pay the costs of issuance of the Bonds.

Section 202. Description of Bonds. The Bonds shall consist of fully registered bonds without coupons, numbered from R-1 upward in order of issuance, and shall be issued in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be substantially in the form set forth in **Exhibit A** attached hereto, and shall be subject to registration, transfer and exchange as provided in **Section 205**.

All of the Bonds shall be dated their date of delivery, shall become due in the amounts on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities, and shall bear interest at the respective rates per annum, as set forth in the Bond Purchase Agreement, provided that (1) the Bonds shall have a final maturity not later than March 1, 2036, (2) the Bonds shall have a weighted average maturity of not less than 9.5 years and not more than 12.5 years, (3) the Bonds shall bear interest at various interest rates not to exceed a true interest cost of 4.50% per annum, and (4) the Bonds shall be subject to optional redemption prior to maturity no later than March 1, 2027. The final terms of the Bonds shall be specified in the Bond Purchase Agreement upon the execution thereof, and the signatures of the officers of the City executing the Bond Purchase Agreement shall constitute conclusive evidence of their approval and the City’s approval thereof.

The Bonds shall bear interest at the rates specified in the Bond Purchase Agreement (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year, beginning on March 1, 2017.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be in substantially the form set forth in **Exhibit A** attached hereto.

Section 203. Designation of Paying Agent. UMB Bank, N.A., Kansas City, Missouri, is hereby designated as the City’s paying agent for the payment of principal of and interest on the Bonds and as bond registrar with respect to the registration, transfer and exchange of Bonds (the “Paying Agent”).

The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (1) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (2) causing notice of the appointment of the successor Paying Agent to be given by first class mail to each Bondowner. The Paying Agent may resign upon giving written notice by first class mail to the City and the Registered Owners not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until a successor acceptable to the City has been appointed and has accepted the duties of Paying Agent.

Every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company authorized to do business in the State of Missouri organized and in good standing and doing business under the laws of the United States of America or of the State of Missouri and subject to supervision or examination by federal or state regulatory authority.

Section 204. Method and Place of Payment of Bonds. The principal of or Redemption Price and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal of or Redemption Price of each Bond shall be paid at Maturity by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the payment office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by (a) check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register, or (b) in the case of an interest payment to (i) the Securities Depository, or (ii) any Registered Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice signed by such Registered Owner given to the Paying Agent by such Registered Owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), address, ABA routing number and account name and account number to which such Registered Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent

for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest that shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the City.

Section 205. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Paying Agent as herein provided. Each Bond when issued shall be registered in the name of the owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the payment office of the Paying Agent, the Paying Agent shall transfer or exchange such 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 that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

The City and the Paying Agent shall not be required (a) to register the transfer or exchange of any Bond after notice calling such bond or portion thereof for redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners to be evidenced to the satisfaction of the Paying Agent.

Section 206. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk and shall have the official seal of the City affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the State Auditor of Missouri as provided by law, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized signatory of the Paying Agent, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to the Purchaser upon payment of the Purchase Price.

Section 207. Mutilated, Destroyed, Lost and Stolen Bonds. If (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the City and the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the City and the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and the Paying Agent shall authenticate and deliver, in

exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Paying Agent, in its discretion, may pay such Bond instead of issuing a new Bond.

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

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be canceled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate describing the Bonds so canceled and shall file an executed counterpart of such certificate with the City.

Section 209. Preliminary and Final Official Statement. The Preliminary Official Statement, in the form on file in the records of the City, is hereby ratified and approved, and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor is hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of such Rule.

The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 210. Sale of Bonds. The Mayor is hereby authorized to enter into the Bond Purchase Agreement between the City and the Purchaser in substantially the form attached hereto as **Exhibit C**, under which the City agrees to sell the Bonds to the Purchaser at the Purchase Price, upon the terms and conditions set forth therein and with such changes therein as shall be approved by the Mayor, which officer is hereby authorized to execute the Bond Purchase Agreement for and on behalf of the City, such officer's signature thereon being conclusive evidence of his or her approval thereof; provided, however, the underwriter's discount for the sale of the Bonds shall not exceed 1.30% of the principal amount of the Bonds.

Section 211. Book-Entry Bonds; Securities Depository.

(a) The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interests in the Bonds, except in the event the Paying Agent issues Replacement Bonds as provided in subsection (b) hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the beneficial owners as described in subsection (b).

(b) (1) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (2) if the Paying Agent receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Paying Agent shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (1)(A) or (1)(B) of this subsection (b), the City, with the consent of the Paying Agent, may select a successor securities depository in accordance with **Section 211(c)** of this Ordinance to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the City, the Paying Agent or Owners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 211(c)** of this Ordinance, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names and addresses

of, and the principal amounts held by, the beneficial owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the City.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Paying Agent and the City receive written evidence with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository that is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds. Subject to the limitations provided in **Section 202** herein, the Bonds shall be subject to optional and mandatory sinking fund redemption prior to maturity as provided in the Bond Purchase Agreement.

Section 302. Selection of Bonds to Be Redeemed.

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of written instructions from the City specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. If the Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the City in connection with such refunding shall provide that such written instructions to the Paying Agent shall be given by the escrow agent on behalf of the City not less than 45 days prior to the Redemption Date. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met. The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Bonds hereunder, and Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City and whether or not the Paying Agent shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed from Stated Maturities selected by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds at the time outstanding in denominations greater than \$5,000, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 20 days prior to the Redemption Date to the State Auditor of Missouri, the Purchaser of the Bonds and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds of a maturity are to be redeemed, the identification number, Stated Maturity and, in the case of partial redemption of any Bonds, the respective principal amounts of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the payment office of the Paying Agent.

The failure of any Registered Owner to receive notice given as heretofore provided or any defect therein shall not invalidate any redemption.

On or prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be canceled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, further notice shall be given by the Paying Agent on behalf of the City as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed.

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Bondowners by first class, registered or certified mail or overnight delivery, as determined by the Paying Agent, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards established by the Securities and Exchange Commission and then in effect for processing redemptions of municipal securities. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Paying Agent shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Paying Agent, the Securities Depository, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds. The Bonds and the interest thereon will constitute a valid and legally binding indebtedness of the City, payable both as to principal and interest from the Special Assessments to be assessed on real property within the District benefited by the Project and if not so paid, to the extent required, from the current income and revenues and surplus funds or other legally available funds of the City. The faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due; provided that the City may not impose any new or increased ad valorem property tax to pay the principal of or interest on the Bonds without the voter approval required by the constitution and laws of the State of Missouri.

In the event the amounts received from the Special Assessments are not sufficient to pay debt service on the Bonds when due, the Finance Director of the City is directed to transfer moneys, to the extent required, from the first available moneys in the City's general fund or other legally available funds in the amount of the deficiency to the Debt Service Fund for payment of debt service of the Bonds.

Section 402. Levy of Special Assessments. The unpaid Special Assessments for the Project financed by the issuance of the Bonds, together with interest thereon, shall be and are hereby levied and assessed upon the properties benefitted for the purpose of producing the amounts necessary for the payment of such principal and interest as the same become due and payable in each year.

Section 403. Collection of Special Assessments. The Special Assessments referred to above shall be levied and collected at the same time and in the same manner as the ad valorem taxes of the City are levied and collected. The proceeds derived from the Special Assessments shall be deposited in the Special Assessments Fund, shall be kept separate and apart from all other funds of the City and shall be used solely as described in **Article V** hereof.

If at any time the Special Assessments are not collected in time to pay the principal of or interest on the Bonds when due, the Finance Director is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when Special Assessments are collected. Unpaid Special Assessments shall accrue interest at the same rate of interest as the highest rate of interest on a single maturity of the Bonds plus three percent (3.0%) per annum until paid, but in no event at an aggregate rate of interest in excess of the maximum rate permitted by law.

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEYS

Section 501. Establishment of Funds. There have been or shall be established in the treasury of the City and shall be held and administered by the Finance Director of the City the following separate funds:

- (a) Special Assessments Fund.
- (b) Capitalized Interest Fund.
- (c) Debt Service Fund.
- (d) Costs of Issuance Fund.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds, together with funds received by the City as payment of Special Assessments (if any), shall be deposited simultaneously with the delivery of the Bonds as follows:

- (a) From Bond proceeds, an amount sufficient to provide for the interest on the Bonds through and including September 1, 2017 shall be deposited into the Capitalized Interest Fund and applied in accordance with **Section 503** hereof.
- (b) From Bond proceeds and from Special Assessments received by the City, if any, an amount sufficient to provide for the payment of the principal of and interest due on the Refunded Notes at their maturity on December 1, 2016 shall be transferred to the paying agent for the Refunded Notes.
- (c) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Costs of Issuance Fund and shall be applied in accordance with **Section 506** hereof.

Section 503. Capitalized Interest Fund. Moneys in the Capitalized Interest Fund shall be transferred to the Debt Service Fund and applied to the payment of principal of and interest on the Bonds as and when the same become due on the Business Day preceding each Interest Payment Date.

Section 504. Special Assessments Fund. The City covenants and agrees that from and after the delivery of the Bonds, and continuing as long as any of the Bonds remain Outstanding hereunder, all of the Special Assessments collected with respect to the Project shall as and when received be paid and deposited into the Special Assessments Fund. The Special Assessments shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the City and shall not be commingled with any other moneys, revenues, funds or accounts of the City. The Special Assessments Fund shall be administered and applied solely for the purposes and in the manner provided in this Ordinance.

Section 505. Application of Moneys in the Special Assessments Fund.

(a) On the 5th day prior to each Interest Payment Date, the City shall transfer from the Special Assessments Fund to the Debt Service Fund an amount sufficient for the balance therein to be equal to the Debt Service Requirements of the Bonds on said Interest Payment Date;

(b) After payments pursuant to subsection (a) to provide for the Debt Service Requirements on the Bonds on the next Interest Payment Date, any remaining moneys in the Special Assessments Fund shall be applied to the extent necessary for the purposes and in the amounts as follows:

First, for transfer to the Debt Service Fund, an amount sufficient for payment of any fees and expenses which are due and owing to the Paying Agent or the City, upon delivery to the City of an invoice for such amounts; and

Second, for transfer to the Debt Service Fund, an amount sufficient for the payment of the principal of and accrued interest on Bonds which are subject to redemption on a Redemption Date.

Section 506. Application of Moneys in the Costs of Issuance Fund. Moneys in the Costs of Issuance Fund shall be used by the City solely and for the purpose of paying Costs of Issuance. The Board of Aldermen hereby authorizes the payment of Costs of Issuance upon invoice therefor. Upon payment of all Costs of Issuance, any surplus remaining in the Costs of Issuance Fund shall be transferred to and deposited in the Debt Service Fund and applied to the next installment of principal and/or interest due on the Bonds.

Section 507. Application of Moneys in Debt Service Fund. All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Paying Agent. The Finance Director is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner that ensures the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Registered Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Fund after the retirement of the Bonds and all other indebtedness of the City shall be transferred and paid into the general fund of the City.

Section 508. Deposits and Investment of Moneys. Moneys in each of the funds created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions authorized to do business in the State of Missouri that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the banks or financial institutions holding such deposits as provided by the laws of the State of Missouri. All moneys held in the funds created by this Ordinance shall be kept separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

Moneys held in any fund referred to in this Ordinance may be invested in accordance with this Ordinance and as otherwise permitted by law; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

Section 509. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 510. Nonpresentment of Bonds. If any Bond is not presented for payment when due, if funds sufficient to pay such Bond have been made available to the Paying Agent, all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the City, without liability for interest thereon, the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City or the Paying Agent shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VI

REMEDIES

Section 601. Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the Constitution and laws of the State of Missouri;

- (b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things that may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 602. Limitation on Rights of Bondowners. The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Bondowners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Bondowners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Bondowner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Bondowner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Bondowner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondowners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of the City's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid

and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company authorized to do business in the State of Missouri and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations that, together with the interest to be earned thereon, will be sufficient for the payment of the principal or Redemption Price of said Bonds and/or interest to accrue on such Bonds to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (1) the City shall have elected to redeem such Bonds, and (2) either notice of such redemption shall have been given, or the City shall have given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to redeem such Bonds in compliance with **Section 302** of this Ordinance. Any moneys and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds or the interest payments thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of such Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Ordinance.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. Further Authority. The Mayor, City Clerk, City Administrator, Finance Director and other City officials are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 802. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 803. Amendments. The rights and duties of the City and the Bondowners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by an Ordinance of the City with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;

- or (b) effect a reduction in the amount which the City is required to pay as principal of interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

Any provision of the Bonds or of this Ordinance may, however, be amended or modified by an Ordinance duly adopted by the Board of Aldermen of the City at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Bondowners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein that is not materially adverse to the interests of the Bondowners.

Every amendment or modification of the provisions of the Bonds or of this Ordinance shall be expressed in an Ordinance adopted by the Board of Aldermen of the City amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental Ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk, and shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental Ordinance or of this Ordinance will be sent by the City Clerk to any such Bondowner or prospective Bondowner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the Ordinance of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance which affects the duties or obligations of the Paying Agent under this Ordinance.

Section 804. Notices, Consents and Other Instruments by Bondowners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing: proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (except for the assignment of ownership of a Bond as provided for in the form of **Exhibit A** hereto), if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

- (a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.
- (b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds registered in the name of the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Bondowners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Bondowners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Bondowners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

Section 805. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 806. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Board of Aldermen.

Section 807. Repeal of Conflicting Ordinances. All prior ordinances of the City or any parts thereof in conflict with any or all of the foregoing ordinance are hereby repealed to the extent of such conflict.

Section 808. Electronic Transaction. The transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of page intentionally left blank]

Read two times and PASSED by the Board of Aldermen this ____ day of _____, 2016,
the aye and nay votes being recorded as follows:

ALDERMAN ARNOLD _____
ALDERMAN HEADLEY _____
ALDERMAN PALECEK _____

ALDERMAN COLEMAN _____
ALDERMAN JOHNSTON _____
ALDERMAN WEST _____

MAYOR _____
(in the event of a tie only)

Approved as to form:

James Cook
City Attorney

Mike Todd
Mayor

ATTEST:

Khalilah Holland
Deputy City Clerk

EXHIBIT A

FORM OF BOND

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE (REFERRED TO HEREIN), THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY (AS DEFINED HEREIN) OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**Registered
No. R-_____**

**Registered
\$ _____**

**UNITED STATES OF AMERICA
CITY OF GRAIN VALLEY, MISSOURI
NEIGHBORHOOD IMPROVEMENT DISTRICT
LIMITED GENERAL OBLIGATION BOND
(GRAIN VALLEY MARKETPLACE PROJECT)
SERIES 2016**

INTEREST RATE MATURITY DATE DATED DATE CUSIP

November __, 2016

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF GRAIN VALLEY, MISSOURI, a fourth class city and political subdivision of the State of Missouri (the "City"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year, beginning on March 1, 2017, until said Principal Amount has been paid.

The principal or Redemption Price of, premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America by check or draft of UMB Bank, N.A., Kansas City, Missouri (the "Paying Agent"). The principal or Redemption Price of this Bond shall be payable to the Registered Owner hereof upon presentation of this Bond at the Maturity or Redemption Date to the Paying Agent for payment and cancellation. The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the Bond Register maintained by the Paying Agent at the close of business on the Record Date for such interest at the address of such Registered Owner shown on the Bond Register maintained by the Paying Agent or, in the case of an interest payment the Securities

Depository or to any Registered Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice given to the Paying Agent not less than 15 days prior to the Record Date for such interest signed by such Registered Owner and containing the electronic transfer instructions including the bank (which shall be in the continental United States), address, ABA routing number and account name and account number to which such Registered Owner wishes to have such transfer directed. The principal and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America.

The Bonds and the interest thereon will constitute a valid and legally binding indebtedness of the City, payable both as to principal and interest from the Special Assessments to be assessed on real property within the District that are benefited by the Project and if not so paid, to the extent required, from the current income and revenues and surplus funds or other legally available funds of the City. The faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due; provided that the City may not impose any new or increased ad valorem property tax to pay the principal of or interest on the Bonds without the voter approval required by the constitution and laws of the State of Missouri.

In the event the amounts received from the Special Assessments are not sufficient to pay debt service on the Bonds when due, the Finance Director of the City is directed to transfer moneys, to the extent required, from the first available moneys in the City's general fund or other legally available funds in the amount of the deficiency to the Debt Service Fund for payment of debt service of the Bonds.

This Bond is one of an authorized series of Bonds of the City designated "Neighborhood Improvement District Limited General Obligation Bonds (Grain Valley Marketplace Project), Series 2016" in the original principal amount of not to exceed \$3,400,000 (the "Bonds") issued for the purposes set forth in the Ordinance. The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the constitution and laws of the State of Missouri, including Sections 67.453 to 67.475, RSMo, and all other provisions of the laws of the State of Missouri applicable thereto. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance.

At the option of the City, the Bonds may be redeemed and paid prior to maturity on March 1, 2027, and thereafter 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 Redemption Date.

Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed from Stated maturities selected by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first class mail at least 20 days prior to the Redemption Date to the State Auditor of Missouri, the original purchaser of the Bonds, and to each Registered Owner of each of the Bonds to be redeemed at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds 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 defaults in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds are issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. This Bond may be exchanged at the office of the Paying Agent for a like aggregate principal amount of Bonds of other authorized denominations upon the terms provided in the Ordinance.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature, registered in the nominee name of the Securities Depository, is being issued. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations pursuant to the Ordinance being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfers of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfers of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments on this Bond shall be made in accordance with existing arrangements among the City, the Paying Agent and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the payment office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered 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 Registered Owner hereof as recorded on the Bond Register as the absolute owner hereof for purposes of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

The proceedings relating to the issuance of the Bonds have been presented to and filed with the State Auditor of Missouri, who has examined the same and has issued a certificate that such proceedings comply with the laws of the State of Missouri and that the conditions of the contract under which the Bonds were ordered to be issued have been complied with.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been lawfully executed by the Paying Agent.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Missouri, and that the total indebtedness of the City, including this issue of Bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, THE CITY OF GRAIN VALLEY, MISSOURI, has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed or imprinted hereon.

CERTIFICATE OF AUTHENTICATION

**CITY OF GRAIN VALLEY,
MISSOURI**

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

By: _____
Mayor

Registration Date: _____

(SEAL)

UMB BANK, N.A.,
Paying Agent

ATTEST:

By: _____
Authorized Signatory

City Clerk

ASSIGNMENT

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

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the Bond Register kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____
Title: _____

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of the Bonds:

GILMORE & BELL, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108-2521

(LEGAL OPINION OF BOND COUNSEL)

**EXHIBIT B
TO ORDINANCE**

DESCRIPTION OF THE PROJECT

The Project consists of the following:

The installation of storm water, sanitary sewer and water service in the District and the necessary site preparation for such improvements, including cut and fill site grading, mass grading mobilization, demolition, clearing and disposal, erosion control, top soil placement and fine grading;

The construction of road infrastructure improvements to the intersection of Interstate I-70 and Highway BB, the construction of a new outer road through the District, improvements to the I-70/Highway BB exit ramp/interchange, and improvements to Highway BB;

The construction and installation of public streets and sidewalks within the District; and

The costs incurred in connection with the improvements described above, including, but not limited to, costs incurred for the preparation of preliminary reports, the preparation of plans and specifications, the preparation and publication of notices of hearings, resolutions, ordinances and other proceedings, fees and expenses of attorneys and other consultants, interest accrued on borrowed money during the period of construction, underwriting costs and other costs incurred in connection with the issuance of bonds or notes, establishment of reasonably required reserve funds for bonds or notes, the cost of land, materials, labor and other lawful expenses incurred in planning, acquiring and doing any improvement, reasonable construction contingencies, and work done or services performed by the City in the administration and supervision of the Improvements.

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**EXHIBIT C
TO ORDINANCE**

FORM OF BOND PURCHASE AGREEMENT

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Resolutions

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**CITY OF GRAIN VALLEY
BOARD OF ALDERMEN AGENDA ITEM**

MEETING DATE	10/10/2016	
RESOLUTION NUMBER	R16-40	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY TO APPROVE THE INSTALLATION OF A STREET LIGHT AT THE INTERSECTION OF NW COTTONWOOD DRIVE AND NW COTTONWOOD CIRCLE	
REQUESTING DEPARTMENT	Community Development	
PRESENTER	Ken Murphy, Community Development Director	
FISCAL INFORMATION	Cost as recommended:	1 @ \$21.54/month
	Budget Line Item:	210-55-76600
	Balance Available	\$64,655
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	Provide lighting of the road and community safety	
BACKGROUND	This light has been approved through the construction permit for the Woodbury 4 th Plat subdivision. This light location meets the qualifications of our street light policy.	
SPECIAL NOTES	Not Applicable	
ANALYSIS	Not Applicable	
PUBLIC INFORMATION PROCESS	Not Applicable	
BOARD OR COMMISSION RECOMMENDATION	Not Applicable	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	

**REFERENCE DOCUMENTS
ATTACHED**

Resolution, KCP&L Pricing List & KCP&L diagrams

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

October 10, 2016

RESOLUTION NUMBER
R16-40

SPONSORED BY
ALDERMAN COLEMAN

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE INSTALLATION OF A STREET LIGHT AT THE INTERSECTION OF NW COTTONWOOD DRIVE AND NW COTTONWOOD CIRCLE

WHEREAS, the Board of Aldermen of Grain Valley, Missouri is dedicated to improving the safety of intersections and roadways with proper lighting; and

WHEREAS, development in Grain Valley is ongoing, and the need for streetlights is required on various streets; and

WHEREAS, The City has a lease agreement with Kansas City Power & Light for the installation and maintenance of street lights and Kansas City Power & Light has studied the area and believe that it warrants additional lighting; and

WHEREAS, Kansas City Power & Light has recommend the installation of a streetlight as indicated on the attached authorization at the intersection of NW Cottonwood Drive and NW Cottonwood Circle.

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: Authorization for a streetlight at the intersection of NW Cottonwood Drive and NW Cottonwood Circle in Grain Valley, Missouri as provided in Exhibit "A" attached herein.

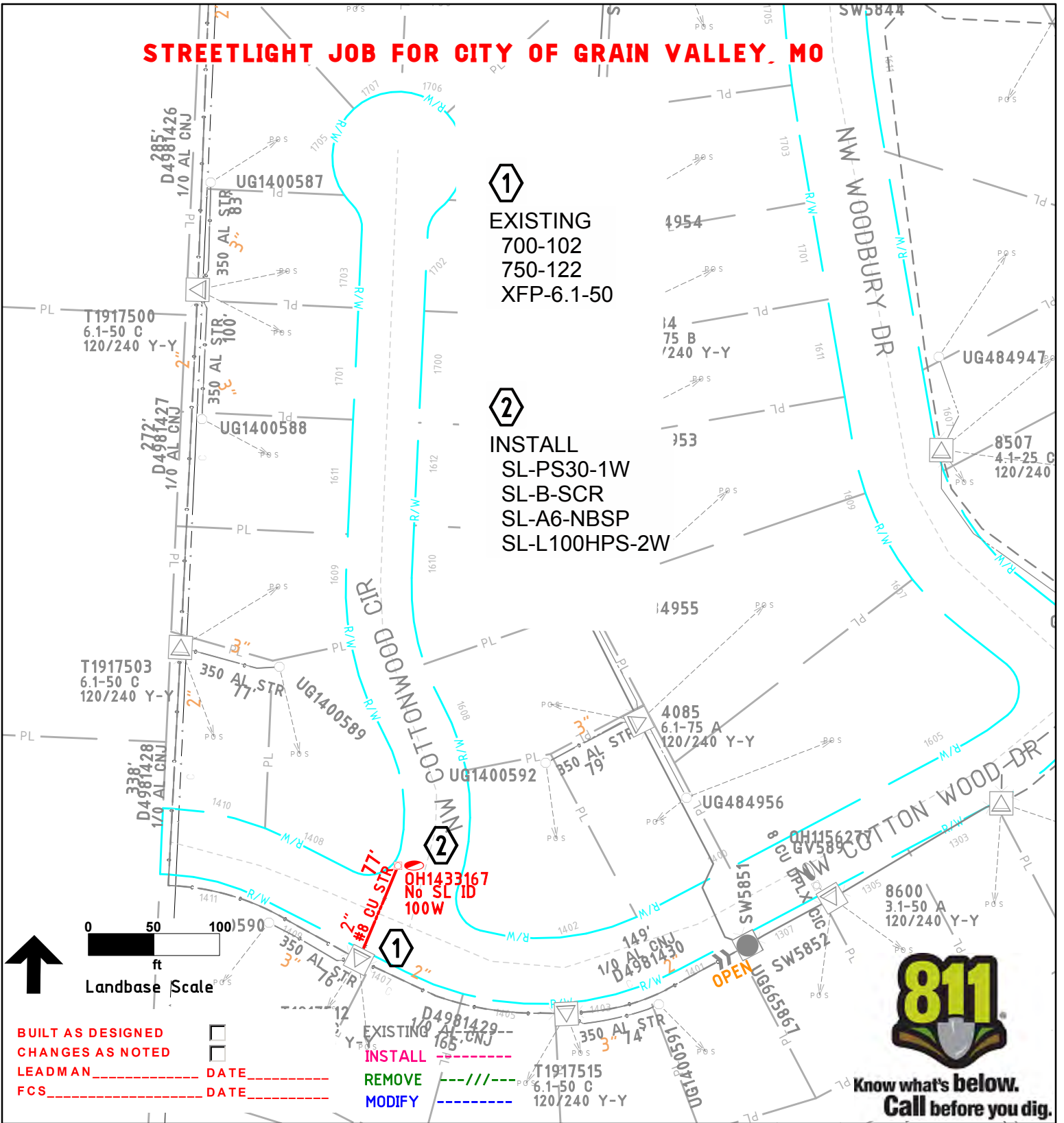
PASSED and APPROVED (-) this ___ Day of _____, 2016.

Mike Todd
Mayor

ATTEST:

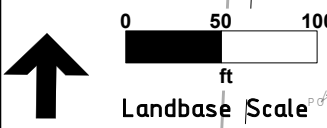
Khalilah Holland
Deputy City Clerk

STREETLIGHT JOB FOR CITY OF GRAIN VALLEY, MO



1
 EXISTING
 700-102
 750-122
 XFP-6.1-50

2
 INSTALL
 SL-PS30-1W
 SL-B-SCR
 SL-A6-NBSP
 SL-L100HPS-2W



BUILT AS DESIGNED
CHANGES AS NOTED
LEADMAN ----- **DATE** -----
FCS ----- **DATE** -----

INSTALL -----
REMOVE -----
MODIFY -----



**Know what's below.
 Call before you dig.**

T/R/S/QS: 49N/30W/27		REV	DATE	BY	CHECKED	REVIEWED
TITLE: CITY OF GRAIN VALLEY MO		PRJ#: 50009893		All facility locations should be field verified.		
ADDRESS: 1704 NW COTTONWOOD CIR		WR#: 733457				
CITY: GRAIN VALLEY		CIRCUIT: 733457				
COUNTY: JA						
STATE: MO ZIP: 64029						
12 KV	JOB TYPE: 1STLT	SHEET: 1 OF 1				
				BLUE SPRINGS DESIGNED BY: QJONES REVIEWED BY: NMICHAEL DATE: 09/10/2016 733457-1		

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**CITY OF GRAIN VALLEY
BOARD OF ALDERMEN AGENDA ITEM**

MEETING DATE	10/10/2016	
RESOLUTION NUMBER	R16-41	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY TO APPROVE THE INSTALLATION OF THREE STREET LIGHTS ALONG EAGLE RIDGE DRIVE	
REQUESTING DEPARTMENT	Community Development	
PRESENTER	Ken Murphy, Community Development Director	
FISCAL INFORMATION	Cost as recommended:	3 @ \$21.54/month
	Budget Line Item:	210-55-76600
	Balance Available	\$64,655
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	Provide lighting of the road and community safety	
BACKGROUND	These lights have been approved through the construction permit for Eagle Ridge Phase II subdivision. These light locations meet the qualifications of our street light policy.	
SPECIAL NOTES	Not Applicable	
ANALYSIS	Not Applicable	
PUBLIC INFORMATION PROCESS	Not Applicable	
BOARD OR COMMISSION RECOMMENDATION	Not Applicable	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	

**REFERENCE DOCUMENTS
ATTACHED**

Resolution, KCP&L Pricing List & KCP&L diagrams

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

October 10, 2016

RESOLUTION NUMBER
R16-41

SPONSORED BY
ALDERMAN COLEMAN

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN
VALLEY AUTHORIZING THE INSTALLATION OF STREET LIGHTS ALONG
EAGLE RIDGE DRIVE**

WHEREAS, the Board of Aldermen of Grain Valley, Missouri is dedicated to improving the safety of intersections and roadways with proper lighting; and

WHEREAS, development in Grain Valley is ongoing, and the need for streetlights is required on various streets; and

WHEREAS, The City has a lease agreement with Kansas City Power & Light for the installation and maintenance of street lights and Kansas City Power & Light has studied the area and believes that it warrants additional lighting; and

WHEREAS, Kansas City Power & Light has recommend the installation of streetlights as indicated on the attached authorization along Eagle Ridge Drive.

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: Authorization for streetlights along Eagle Ridge Drive in Grain Valley, Missouri as provided in Exhibit "A" attached herein.

PASSED and APPROVED (-) this ___ Day of _____, 2016.

Mike Todd
Mayor

ATTEST:

Khalilah Holland
Deputy City Clerk

[R16-41]

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AUTHORIZATION FOR STREET LIGHT CHANGES
City of GRAIN VALLEY

Gentlemen:

At a meeting of the _____ on _____
 the following changes were authorized in our street lighting system by resolution of the EAGLE RIDGE SUBDIVISION.
 Street lights will be installed, in accordance with the schedule of charges listed below or any effective superseding rate
 schedules on file with the governmental regulatory agency having jurisdiction over rates and charges for service hereunder.

Add or Remove	No. Lights	Watts/ Lumens	*Type	MRU Code Number	Location	Pole #	MONTHLY COST
ADD	1	100/8000	AP, EG, UG, SP, SVL	M361	EAGLE RIDGE DRIVE	675	\$21.54
ADD	1	100/8000	AP, EG, UG, SP, SVL	M361	EAGLE RIDGE DRIVE	676	\$21.54
ADD	1	100/8000	AP, EG, UG, SP, SVL	M361	EAGLE RIDGE DRIVE	677	\$21.54

TYPE ABBREVIATIONS

- AP -Additional Pole
- EDP -Existing Distribution Pole
- EG -Enclosed Glassware
- L -Lumens
- MV -Mercury vapor
- MVS -Mercury Vapor Streamlined
- OG -Open Glass
- OH -Overhead Wiring
- SP -Steel Pole Mounting
- SVL -Sodium Vapor Lucalox
- SVU -Sodium Vapor Unalux
- SVUS -Sodium Vapor Unalux Streamlined
- TS -Traffic Signal (Location)
- UG -Underground Wiring
- WP -Wood Pole Mounting

Signed _____
 City Clerk

FOR KCPL USE ONLY	
Date of Change	_____
Change Made By	_____
Work Request #	_____
Subdivision	_____
Blanket WO #	_____
Signed	_____
CIS+ updated	_____
By	_____

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**CITY OF GRAIN VALLEY
BOARD OF ALDERMEN AGENDA ITEM**

MEETING DATE	10/10/2016	
BILL NUMBER	R16-42	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT FOR STORM WARNING SIREN UPGRADES	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Ryan Hunt, Administration	
FISCAL INFORMATION	Cost as recommended:	\$23,852.84
	Budget Line Item:	230-33-74510
	Balance Available	\$24,000.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	This is a Citywide upgrade project to 4 sirens in Grain Valley. The project will upgrade warning sirens for a longer length of battery run time. Installing the transformers will allow the siren to run on regular power as long as power is connected. If the siren loses power it will be able to run on the battery for a 15 minute time limit. One of the sirens will require a full cabinet replacement as part of the project.	
BACKGROUND	This is a budgeted project approved in the 2016 fiscal year budget	
SPECIAL NOTES	None	
ANALYSIS	None	
PUBLIC INFORMATION PROCESS	The Board of Aldermen held work sessions on 09/24/2015, 10/08/2015, 10/19/2015, and 11/02/2015 to discuss the 2016 fiscal year budget; and the budget was approved on 11/23/2015 via Ordinance #2374.	

BOARD OR COMMISSION RECOMMENDATION	None
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution and Quote

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

October 10, 2016

RESOLUTION NUMBER
R16-42

SPONSORED BY:
ALDERMAN ARNOLD

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY,
MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN
AGREEMENT FOR STORM WARNING SIREN UPGRADES**

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri is dedicated to public safety; and

WHEREAS, the Board of Aldermen has set the funds aside for this capital item purchase in the 2016 Fiscal Year Budget via Ordinance #2347; and

WHEREAS, the purchase and installation of these siren upgrades go beyond the scope of the City's Maintenance Agreement with Blue Valley Public Safety, Inc. (BVPS).

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: The City Administrator is hereby authorized to enter into an agreement for work described in this resolution as quoted by BVPS in Quotation No: BVPS 1006161517.

PASSED and APPROVED, via voice vote, (-) this __ Day of _____, 2016.

Mike Todd
Mayor

ATTEST:

Khalilah Holland
Deputy City Clerk

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Blue Valley Public Safety, Inc.
 PO Box 363 - 509 James Rollo Dr.
 Grain Valley, MO 64029
 Sales: 800-288-5120
 Fax: 816-847-7513

Contact Name: Ryan Hunt, City Administrator
Customer: City of Grain Valley
Address: 711 Main Street
City: Grain Valley
State: MO
Zip: 64029
Phone: 816-847-6290
Cell: *
Fax: 816-847-6202
Email: rhunt@cityofgrainvalley.org
Notes: Delivery schedule cannot be established until radio information is supplied, if applicable.

Quotation No.: BVPS 1006161517 Please reference quote no. on your order Date Quoted: 10/6/16
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Item No.	Qty.	Model/Part No.	Description	Weight	Total Weight	Unit Price	Total
Siren Equipment							
1	3	2001TRBP	TRANSFORMER RECTIFIER PLUS	180	540	\$ 2,054.00	\$ 6,162.00
2	3	2001TRBP-Kit	2001TRBP less transformer	0	0	\$ 451.00	\$ 1,353.00
3	1	DCFCTBDH	DIGITAL CONTROLLER, HIGH BAND	235	235	\$ 7,269.00	\$ 7,269.00
4	1	OMNI-4	ANTENNA, 152-156MHZ VHF	25	25	\$ 402.00	\$ 402.00
5	1	AMB-P	ANTENNA MOUNTING BRACKET, POLE	20	20	\$ 135.00	\$ 135.00
6	4	IK-BATT-STD	KIT, INSTALL, DEEP CYCLE BATTERIES, STANDARD CAPACITY	42	168	\$ 200.00	\$ 800.00
Total Equipment							\$ 16,121.00

Shipping							
1	1	ES-FREIGHT	Shipping Fees	LBS	988		\$ 644.84

Services							
1	1	TK-I-FCCTR-Z2	FC Controller Install, Site Optimization, Zone 2	0	0	\$ 1,087.00	\$ 1,087.00
2	3	TK-I-TRBP	INSTALL OF TRANSFORMER			\$ 1,250.00	\$ 3,750.00
3	3	BV-Power	Cost associated with electrical inspections / permits, if required	-		\$ 750.00	\$ 2,250.00
Total Services							\$ 7,087.00

Total of Project	\$ 23,852.84
-------------------------	---------------------

Options							
1		BV-CC	3% Credit Card Processing Fee - Visa or MasterCard are accepted. Fee will be 3% of the total project.			\$ -	

Total (Including all options) \$ 23,852.84

Terms / Conditions

Prices are firm for 120 days from the date of quotation unless otherwise shown. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding unless expressly accepted in writing by an authorized agent or Office of the Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above.

Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment.

Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional.

Traffic Control Clause: Traffic control, if required, will be an additional \$250.00 per site.

Permit Clause: Any special permits, licenses or fees will be additional.

FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

Classified Location Clause: No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted.

Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

Proposed By: Dee A. Wieduwilt
 Company: Blue Valley Public Safety Inc.
 Address: P.O. Box 363 - 509 James Rollo Dr.
 City, State, Zip: Grain Valley, MO 64029
 Country: USA
 Work Phone: 1-800-288-5120
 Fax: 816-847-7513
 Approved By: Brian Cates
 Title: General Manager

Delivery: 10-12 weeks
 Freight Terms: FOB University Park
 Terms: Equipment, Net 30 Days upon receipt
 Services, Net 30 Days as completed,
 billed monthly. Net 30 will not be held
 for installations.

Brian Cates

 Signature

Purchase Order must be made out to, and e-mailed, mailed or faxed to:
Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029
Fax: 816-847-7513
dee@bvpsonline.com



Blue Valley Public Safety, Inc.
PO Box 363 - 509 James Rollo Dr.
Grain Valley, MO 64029
Sales: 800-288-5120
Fax: 816-847-7513

Contact Name: Ryan Hunt, City Administrator
Customer: City of Grain Valley
Address: 711 Main Street
City: Grain Valley
State: MO
Zip: 64029
Phone: 816-847-6290
Cell: *
Fax: 816-847-6202
Email: rhunt@cityofgrainvalley.org
Notes: Delivery schedule cannot be established until radio information is supplied, if applicable.

Quotation No.: BVPS
1006161517
**Please reference quote
no. on your order**
Date Quoted: 10/6/16

I hereby agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity.

Accepted By: _____
Signature: _____
Title: _____

_____ Date: _____

Purchase Order must be made out to, and e-mailed, mailed or faxed to:
Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029
Fax: 816-847-7513
dee@bvpsonline.com



Blue Valley Public Safety, Inc.
PO Box 363 - 509 James Rollo Dr.
Grain Valley, MO 64029
Sales: 800-288-5120
Fax: 816-847-7513

Quotation No.: BVPS
1006161517

TERMS

(1) AGREEMENT AND LIMITATIONS. The agreement between Seller and Buyer (the "sales contract") with respect to the sale of goods (the "goods") described on the other side hereof shall consist of the terms appearing hereon and on the other side hereof together with any additions or revisions of such terms mutually agreed to in writing by Seller and Buyer. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer shall be deemed to incorporate by reference any terms appearing therein. The sales contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to, detract from, supplant or explain the sales contract, shall not be binding on Seller.

(2) TERMINATION OR MODIFICATION. The sales contract may be modified or terminated only upon Seller's written consent except that stenographic and clerical errors are subject to correction by Seller or upon Seller's written consent. If Seller shall declare or consent to a termination of the sales contract, in whole or in part, Buyer, in the absence of contrary written agreement signed by Seller, shall pay termination charges based upon expenses and costs incurred in the production of the goods or in the performance of the services to the date such termination is accepted by Seller including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. Notwithstanding the foregoing, any goods substantially completed or services performed on or prior to such termination shall be accepted and paid for in full by Buyer.

(3) PRICE AND PAYMENT. Prices are subject to increase by Seller based on Seller's prices in effect at the time of shipment in all instances where specified shipment date is later than 90 days from date of order. Unless otherwise specified in the sales contract or Seller's applicable price list, prices are F.O.B. Seller's point of shipment, and the terms of payment are NET 30 days from the date of invoice. If the sales contract is for more than one unit of goods, the goods may be shipped in a single lot or in several lots at the discretion of Seller. In such event each such shipment shall be paid for separately and Buyer shall be responsible for all transportation charges. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. Minimum billing per order is \$100.00. PAST DUE INTEREST: Amounts not paid when due shall be subject to past due interest at the rate of 18% per year or the highest rate permitted by the law, whichever is less.

(4) RISK OF LOSS. The risk of loss of the goods or any part thereof shall pass to the Buyer upon delivery thereof by Seller to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

(5) TAXES. Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the goods ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

(6) DELIVERY. Promises of delivery from stock are subject to prior sales. Delivery dates are not guaranteed but are estimated on the basis of immediate receipt by Seller of all information to be furnished by Buyer and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall in good faith endeavor to meet estimated delivery dates but shall not be liable to Buyer for any damages as a result of any delay caused or contributed to by circumstances beyond Seller's reasonable control.

(7) DEDUCTIONS AND RETURNS. Deductions will not be honored unless covered by a credit memorandum. Goods shipped to the Buyer may be returned to Seller for credit only upon the Seller's prior written consent (such consent to be in the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.

(8) INSPECTION. Buyer shall inspect the goods immediately upon the receipt thereof. All claims for any alleged defect in Seller's performance under this sales contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within thirty days of Buyer's receipt of the goods. Failure to make any such claim within said thirty-day period shall constitute a waiver of such claim and an irrevocable acceptance of the goods by Buyer.

(9) LIMITED MANUFACTURER'S WARRANTY. Regarding Federal Signal products - The Electrical Products Division, Federal Signal Corporation (Federal) warrants all goods for five years on parts and 2-1/2 years on labor under the following conditions and exceptions: Federal warrants that all goods of Federal's manufacture will conform to any descriptions thereof for specifications which are expressly made a part of this sales contract and at the time of sale by Federal such goods shall be commercially free from defects in material and/or workmanship. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product. This warranty shall be ineffective and shall not apply to goods that have been subjected to misuse, neglect, accident, damage, improper maintenance, or to goods altered or repaired by anyone other than Federal or its authorized representative or if five years have elapsed from the date of shipment of the goods by Federal with the following exceptions: lamps or strobe tubes are not covered under this warranty. Outdoor warning sirens and controllers manufactured by Federal Warning Systems are warranted for two years on parts and one year on labor. No agent, employee, representative or distributor of Federal has any authority to bind Federal to any representation, affirmation, or warranty concerning the goods and any such representation, affirmation or warranty shall not be deemed to have become a part of the basics of the sales contract and shall be unenforceable. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. These warranties shall not apply unless Federal shall be given reasonable opportunity to investigate all claims for allegedly defective goods. Upon Federal's instruction a sample only of allegedly defective goods shall be returned to Federal for its inspection and approval. The basis of all claims for alleged defects in the goods not discoverable upon reasonable inspection thereof pursuant to paragraph 8 hereof must be fully explained in writing and received by Federal within thirty days after buyer learns of the defect or such claim shall be deemed waived.

(10) REMEDIES AND LIMITATIONS OF LIABILITY. In the event Seller is claimed to have breached any of its obligations under the sales contract, whether of warranty or otherwise, Seller may repair any defective goods, request the return of the goods and tender, at Seller's option, a replacement shipment of goods or the purchase price theretofore paid to Seller. Seller shall tender a refund of the purchase price at its option only upon actual receipt of the goods by Seller. If Seller so requests the return of the goods, the goods will be redelivered to Seller, transportation prepaid, in accordance with Seller's instructions. The remedies contained in this and the preceding paragraph constitute the sole recourse against Seller for breach of any of Seller's obligations under the sales contract, whether of warranty or otherwise. In no event shall Seller be liable for consequential damages nor shall Seller's liability on any claim for any direct, incidental, consequential or special damages arising out of or connected with the sales contract or the manufacture, sale, delivery or use of the goods exceed the purchase price of the goods. Seller shall not be liable for failure to perform its obligations under the sales contract resulting directly or indirectly from or contributed to by acts of God; acts of Buyer; civil or military authority; priorities; fires; wars; riot; delays in transportation; lack of or inability to obtain raw materials, components, labor, fuel or supplies; or other circumstances beyond Seller's reasonable control, whether similar or dissimilar to the foregoing.

(11) ASSIGNMENT AND DELEGATION. No right or interest in this sales contract shall be assigned by Buyer without Seller's prior written consent, and no delegation of any obligation owed, or of the performance of any obligation, by Buyer shall be made without Seller's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes unless made in conformity with this paragraph. Notwithstanding the foregoing, if Buyer is an authorized distributor of the goods for Seller, then Seller's obligations under paragraph 9, 10 and 11 hereof, subject to all limitations of this sales contract, shall be extended to the original purchaser of the goods from Buyer.

(12) SEVERABILITY. If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

Purchase Order must be made out to, and e-mailed, mailed or faxed to:

Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029

Fax: 816-847-7513

dee@bvpsonline.com



Blue Valley Public Safety, Inc.
PO Box 363 - 509 James Rollo Dr.
Grain Valley, MO 64029
Sales: 800-288-5120
Fax: 816-847-7513

(13) INSTALLATION. Installation shall be by Buyer unless otherwise specifically stated on the sales contract.

(14) GOVERNING LAW AND LIMITATIONS. The formation and performance of the sales contract shall be governed by the laws of the State of Missouri. Whenever a term defined by the Uniform Commercial Code as adopted in Missouri is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.

(15) ADDITIONAL TERMS. Prices are firm for 120 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in this Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$800.00 per hour fee, plus equipment. Trenching is additional. Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Permit Clause: Any special permits, licenses or fees will be additional. FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

Purchase Order must be made out to, and e-mailed, mailed or faxed to:
Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029
Fax: 816-847-7513
dee@bvpsonline.com