

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 16  
Filed: 10-29-19

Sponsored by: Ollis, Lear, Hosmer  
and McGull

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL 2019- 261

SPECIAL ORDINANCE \_\_\_\_\_

AN ORDINANCE

1 AUTHORIZING the City of Springfield, Missouri, to join the commercial component of  
2 the Show Me Property Assessment Clean Energy District created  
3 pursuant to Missouri Revised Statutes Sections 67.2800 to 67.2835,  
4 known as the "Property Assessment Clean Energy Act;" stating the  
5 City's intent to participate in the commercial component of the  
6 "Property Assessed Clean Energy" Program as a member of such  
7 District; requesting appointment to the District's Advisory Board;  
8 disclaiming any need for appropriation; and directing the City Clerk to  
9 send a certified copy of this Ordinance to the Board of Directors of the  
10 District. (Recommended by Plans and Policies Committee.)  
11  
12

13 WHEREAS, the 95<sup>th</sup> General Assembly of Missouri enacted Sections 67.2800 to  
14 67.2835, known as the "Property Assessment Clean Energy Act" (the 'Act'); and  
15

16 WHEREAS, the development, production, and efficient use of clean energy and  
17 renewable energy, as well as the installation of energy efficiency improvements to  
18 commercial real property will create jobs for residents of the City, advance the economic  
19 well-being and public and environmental health of the City, and contribute to the energy  
20 independence of our nation; and  
21

22 WHEREAS, the primary intent of funding energy efficiency and renewable energy  
23 improvements pursuant to the Act is to promote the public purposes described above by  
24 allowing commercial customers to participate in Property Assessment Clean Energy  
25 ("PACE") financing in the City limits; and  
26

27 WHEREAS, Section 67.2810.1 authorizes one or more municipalities to establish  
28 a clean energy development board to initiate and administer a PACE Program so that  
29 owners of qualifying property can access funding for energy efficiency improvements or  
30 renewable energy improvements to their properties located in such municipalities; and  
31

32 WHEREAS, on or about June 15, 2015, a clean energy development board  
33 named "Show Me PACE" was created with the intention that all municipalities, as

34 defined in the PACE Act, within the State of Missouri would be eligible to join and  
35 participate by approving an appropriate ordinance or resolution; and  
36

37 WHEREAS, it is in the best interest of the City to allow commercial customers to  
38 participate in PACE lending and Show Me PACE Clean Energy District provides such  
39 commercial PACE lending.  
40

41 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
42 SPRINGFIELD, MISSOURI, as follows, that:  
43

44 Section 1 – City Council hereby approves and authorizes commercial PACE  
45 lending, by joining and participation in Show Me PACE Clean Energy District, a  
46 commercial PACE program that operates as described in this Ordinance.  
47

48 Section 2 – City Council declares its intent that the provisions of this Ordinance  
49 shall be restricted to commercial lending, in conformity with federal, state and local laws  
50 and enacts this Ordinance pursuant to Sections 67.2800 to 67.2835 of the Missouri  
51 Revised Statutes (2000), as amended.  
52

53 Section 3 – The City acknowledges that Show Me PACE Clean Energy District  
54 will perform the PACE program substantially as follows:  
55

56 A. Title and Definitions.  
57

58 1. Title. This Ordinance shall be known and may be cited as “The City of  
59 Springfield, Missouri, Property Assessed Clean Energy (“PACE”)  
60 Ordinance.”  
61

62 2. Definitions. Except as specifically defined below, words and phrases used  
63 in this Ordinance shall have their customary meanings. Words and  
64 phrases defined in Section 67.2800.2 of the Missouri Revised Statutes  
65 (2000), as amended, shall have their defined meanings when used in this  
66 Ordinance. As used in this Ordinance, the following words and phrases  
67 shall have the meanings indicated:  
68

69 a. “Show Me PACE Clean Energy District” or “District” means the  
70 Show Me PACE Clean Energy District.  
71

72 b. “PACE Assessment” means a special assessment made  
73 against qualifying commercial property in consideration of PACE  
74 Funding.  
75

76 c. “PACE Funding” means funds provided to the owner(s) of  
77 qualified commercial property by the District for an energy  
78 efficiency improvement.  
79

80 d. "Qualifying Property" means commercial real property located in  
81 the City of Springfield, Missouri.  
82

83 B. Program Administration. The Show Me PACE Clean Energy District shall  
84 administer the functions of a PACE Program within the City by:  
85

- 86 1. providing commercial property owners with an application in order to apply  
87 for PACE Funds;  
88
- 89 2. developing standards for the approval of Projects submitted by  
90 commercial property owners;  
91
- 92 3. reviewing applications and selecting qualified Projects;  
93
- 94 4. entering into Assessment Contracts with qualifying commercial property  
95 owners;  
96
- 97 5. providing a copy of each executed Notice of Assessment to the County  
98 Assessor and causing a copy of each such Notice of Assessment to be  
99 recorded in the real estate records of the Recorder of Deeds for the  
100 County;  
101
- 102 6. authorizing and disbursing the PACE Funds to the qualified commercial  
103 property owners;  
104
- 105 7. recording any lien, if needed, due to nonpayment of a PACE Assessment;  
106
- 107 8. complying with all organizational and reporting requirements identified in  
108 the Act; and  
109
- 110 9. exercising all powers granted by Section 67.2810.2 of the Missouri  
111 Revised Statutes (2000), as amended, including, but not limited to, the  
112 power to levy and collect special assessments under an assessment  
113 contract with a qualifying commercial property owner.  
114

115 C. Liability of City Officials; Liability of City. Notwithstanding any other provision  
116 of law to the contrary, officers and other officials of the City, the District and  
117 the County in which the City is located shall not be personally liable to any  
118 person for claims, of whatever kind or nature, under or related to the City's  
119 participation in the District's PACE Program, including, without limitation,  
120 claims for or related to uncollected PACE Assessments. The City has no  
121 liability to a property owner for or related to energy savings improvements  
122 funded under a PACE Program. The Show Me PACE Clean Energy District  
123 shall for all purposes be considered an independent entity and shall not be  
124 considered a political subdivision of or unit of the City of Springfield, Missouri.  
125

126 D. Existing Laws Not Superseded. Any project or improvement, however  
127 denominated, at any Qualifying Property which is funded in whole or in part  
128 by PACE Funding shall be subject to all ordinances, rules and regulations in  
129 effect at that time.

130  
131 E. City as a Non-Party. The City shall not be a party to any PACE Funding  
132 agreement, loan or other commitment, however denominated, executed  
133 between the District and the owner(s) (or their representatives, together with  
134 any successors and assigns) of any Qualifying Property.

135  
136 Section 4 – The City does hereby request that it be approved by the Board of  
137 Directors of the District as a duly authorized member of the Advisory Board of the  
138 District.

139  
140 Section 5 – The City’s election to join the District shall in no way constitute an  
141 obligation of the City necessitating any corresponding appropriation.

142  
143 Section 6 – The City Manager, or his designee, is hereby authorized to enter into  
144 the Show Me Pace Cooperative Agreement, said agreement to be in substantially the  
145 same form as “Exhibit A,” which is attached hereto and incorporated herein by  
146 reference, and to take any further actions and execute further documents as necessary  
147 to carry the intent of the Ordinance.

148  
149 Section 7 – The City Clerk is hereby authorized to deliver a duly executed  
150 certified copy of this Ordinance to the Board of Directors of Show Me PACE Clean  
151 Energy District, or its designee, together with a description of the jurisdictional and  
152 geographic boundaries of the City.

153  
154 Section 8 – This Ordinance shall be in full force and effect from and after  
155 passage.

156  
157 Passed at meeting: \_\_\_\_\_

158  
159 \_\_\_\_\_  
160 Mayor

161  
162 Attest: \_\_\_\_\_, City Clerk

163  
164 Filed as Ordinance: \_\_\_\_\_

165  
166 Approved as to form: Rhonda Lewsader, City Attorney

167  
168  
169 Approved for Council action: Jason A. Hays, City Manager  
170

## EXPLANATION TO COUNCIL BILL 2019-261

FILED: 10-29-19

ORIGINATING DEPARTMENT: Law

PURPOSE: Authorizing the City of Springfield, Missouri, to join the commercial component of the Show Me Property Assessment Clean Energy District created pursuant to Missouri Revised Statutes Sections 67.2800 to 67.2835, known as the "Property Assessment Clean Energy Act;" stating the City's intent to participate in the commercial component of the "Property Assessed Clean Energy" Program as a member of such District; requesting appointment to the District's Advisory Board; disclaiming any need for appropriation; and directing the City Clerk to send a certified copy of this Ordinance to the Board of Directors of the District. (Recommended by Plans and Policies Committee.)

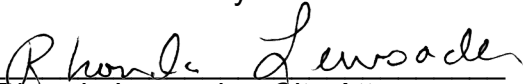
BACKGROUND INFORMATION: The "Property Assessment Clean Energy Act" (the "PACE Act") is authorized by RSMo. Sections §67.2800 to §67.2835, inclusive. On or about July 13, 2015, City Council voted to join and participate in a PACE clean energy development board named the Missouri Clean Energy District ("MCED") through Special Ordinance 26594, with the hope and intent that participation would promote the development, production, and efficient use of clean and renewable energy through the installation of energy efficiency improvements to publicly and privately owned real property, would create jobs for residents of the City of Springfield, Missouri, would advance the economic well-being and public and environmental health of the City, and would contribute to the energy independence of our nation.

While the program has good intentions, joining the MCED has not produced the intended results and has possibly resulted in difficult reimbursement measures for certain residential properties. On September 23, 2019, through Resolution 10475 the City withdrew membership from MCED.

However, the same consumer protection concerns do not apply to a commercial PACE program for which the users would be sophisticated parties with the financial means to obtain legal and financial advice to determine whether participating in the program meets their needs. Further, authorizing commercial users to participate in a commercial PACE program provides them an additional financing tool and could benefit economic development. The Show Me PACE Clean Energy District ("Show Me PACE") offers a commercial PACE program.

Councilman Ollis requested that staff draft this Ordinance authorizing the City to participate in the commercial portion of the Show Me PACE program.

Recommended by:

  
Rhonda Lewsader, City Attorney

Approved by:

  
Jason Gage, City Manager

**Exhibit A**

**SHOW ME PACE  
COOPERATIVE AGREEMENT**

**THIS COOPERATIVE AGREEMENT** (“Cooperative Agreement”) is made and entered into by Show Me PACE, a Missouri clean energy development board (“Show Me PACE”) and the municipalities of the State of Missouri that, from time to time, may execute this Cooperative Agreement (each, a “Municipality,” and together, the “Municipalities”).

**RECITALS**

**WHEREAS**, on (date), the (governing body) of [City/Village/County] adopted Ordinance No. (\_\_\_\_), authorizing participation in Show Me PACE, pursuant to Sections 67.2800 to 67.2835 of the Revised Statutes of Missouri (the “PACE Act”); and

**WHEREAS**, pursuant to Section 67.2810 of the PACE Act, more than one municipality may form a clean energy development board; and

**WHEREAS**, clean energy development boards serving more than one municipality are in the best interest of the participating municipalities because it allows for economies of scale and concentrations of expertise that will benefit the approval, financing and installation of energy efficient and renewable energy improvements pursuant to the PACE Act; and

**WHEREAS**, other municipalities may participate in Show Me PACE by adoption of an ordinance in accordance with the PACE Act and execution of this Cooperative Agreement.

**AGREEMENT**

**NOW THEREFORE**, in consideration of each municipality’s participation in Show Me PACE, each Municipality hereby agrees as follows:

- 1. Representations.** Each Municipality has taken all legislative actions necessary to approve such Municipality’s participation in Show Me PACE.
- 2. Approval of Bylaws.** The current bylaws of Show Me PACE (the “Bylaws”) have been provided to the Municipality and the Municipality approves such Bylaws.
- 3. Board of Directors.** The members of the Board of Directors of Show Me PACE shall be appointed in the manner described in the Bylaws.

**4. Clean Energy Development Board Powers.** Each Municipality agrees that Show Me PACE is authorized to exercise all clean energy development board powers permitted by the PACE Act or other statute within the boundaries of the Municipality.

**5. Counterparts.** This Cooperative Agreement is intended to be signed in counterparts as Municipalities, from time to time, elect to participate in Show Me PACE. No action from any Municipality already participating in Show Me PACE shall be required for a new Municipality to participate in Show Me PACE.

**6. Withdrawal.** No Municipality shall withdraw from participation in Show Me PACE if such withdrawal will impact any existing property assessment clean energy financing undertaken by Show Me PACE in the Municipality's boundaries. However, a Municipality may request, in writing, that Show Me PACE no longer undertake clean energy financing in the Municipality's boundaries.

**IN WITNESS WHEREOF,** Show Me PACE and the Municipalities have caused this Cooperative Agreement to be executed as of the dates shown below:

Date: \_\_\_\_\_, 20\_\_

**SHOW ME PACE**

By: \_\_\_\_\_  
Josh Campbell, J.D., Administrator

Date: \_\_\_\_\_, 20\_\_

**City/County of** \_\_\_\_\_

Adopted Ordinance No. \_\_\_\_\_  
joining Show Me PACE  
on \_\_\_\_ \_\_, 20\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BYLAWS**  
**OF**  
**SHOW ME PACE**  
**July 18, 2017**



**BYLAWS  
OF  
SHOW ME PACE**

**ARTICLE I  
OFFICES AND RECORDS**

**1.1 Name.** The name of the property assessed clean energy district shall be “Show Me PACE”.

**1.2 Office and Agent.** The location of the registered office and the name of the registered agent of Show Me PACE will be Josh Campbell, located at 238 East High St. 3<sup>rd</sup> Floor, Jefferson City MO 6501, or as may be determined from time to time by resolution duly adopted by the Board of Directors of the District (the “Board”) and on file in the appropriate public offices of the State of Missouri as provided by law.

**1.3 Powers of the District.** The powers of the District are vested in and exercised by a Board of Directors which may exercise all such authority and powers of the District and do all such lawful acts and things as are necessary to carry out the purposes of the District, or as are otherwise authorized or permitted by law, including the authorization of expenditures and use of funds as provided for in RSMo 67.2800 *et seq.*

**1.4 Other Offices.** The District may conduct its business, carry on its operations, have other offices and exercise its powers within the State of Missouri as the Board may designate or the business of the District may require.

**1.5 Books, Records of Account, and Inspection Rights.** The District will keep correct and complete books and records of account, including the amount of its assets and liabilities, minutes of the proceedings of its Board, and the names and places of residence of its officers. Except as otherwise required by the laws of the State of Missouri, the books and records of account of the District may be kept at such place(s) as the Board may from time to time determine.

**ARTICLE II  
MEETINGS OF THE BOARD OF DIRECTORS**

**2.1 Place of Meetings.** All meetings of the Board of Directors will be held at such place(s) as the Board may from time to time determine and state in the notice of the meeting or in a duly executed waiver of notice thereof.

**2.2 Annual Meetings.** An annual meeting of the Board for the election of directors will be held on the second Monday in June of each year, if not a legal holiday, and if a legal holiday, then on the next secular day following, at 9:00 a.m., or at such other date and time as may be designated from time to time by the Board and stated in the notice of the meeting or in a duly executed waiver of notice thereof. At the annual meeting, the Board will elect directors and may also transact such other business as may be desired, whether or not the same was specified in the notice of the meeting, unless the consideration of such other business without its having been specified in the notice of the meeting as one of the purposes thereof is prohibited by law. Failure to hold the annual meeting at the designated time will not work a forfeiture or dissolution of the District.

**2.3 Special Meetings.** Special meetings of the Board may be held for any purpose(s) stated in the notice of the meeting, unless otherwise prohibited by law. The business transacted at the special meeting will be confined to the purpose(s) stated in the notice, unless the transaction of other business is consented to by the Board.

**2.4 Action Without a Meeting.** Unless otherwise provided in the Articles, any action required or permitted to be taken at a meeting of the directors may be taken without a meeting, if a consent in writing, setting forth the action so taken, is signed by all of the directors entitled to vote with respect to the subject matter thereof. Such consent will have the same force and effect as a unanimous vote of the directors at a meeting duly held. The Secretary will file such consents with the minutes of the meetings of the Board.

**2.5 Notice.** Written or printed notice of each meeting of the Board, stating the place, day and hour of the meeting, and, in the case of a special meeting, the purpose(s) for which the meeting is called, will be delivered or posted in accordance with Missouri law.

### **ARTICLE III** **QUORUM AND VOTING**

**3.1 Quorum.** Unless otherwise provided in the these Bylaws, a majority of the directors entitled to vote at any meeting, represented in person or by proxy, will constitute a quorum (“Quorum”) at a meeting of the Board. Less than such Quorum may act to successively adjourn the meeting to a specified date, no longer than 90 days after such adjournment. At the subsequent session of such adjourned meeting at which a Quorum is present, any business may be transacted which might have been transacted at the original meeting. If the adjournment is for more than 90 days, or if after adjournment a new record date is fixed for the subsequent session of the adjourned meeting, a notice of the subsequent session of the adjourned meeting will be given in accordance with Missouri law.

**3.2 Voting.** One Vote Per Director. Unless otherwise provided in the Articles, each director entitled to vote under the provisions of these Bylaws will be entitled to one vote on each matter submitted to a vote at a meeting of the Board.

**3.3 Voting Otherwise Than by Written Ballot.** At all meetings of the Board, the voting may be otherwise than by written ballot, including in the election of directors, except that any director entitled to vote may request a vote by written ballot on any matter, in which event such vote will be taken by written ballot. Board Action. In all matters, every decision of a majority of directors of the District entitled to vote on the subject matter and represented in person at a meeting at which a Quorum is present will be valid as an act of the Board, unless a larger vote is required by law or these Bylaws.

**3.4 Voting for Directors.** New directors shall be elected by the affirmative vote of a majority of directors of the District entitled to vote on the election of directors and represented in person at a meeting at which a Quorum is present.

**3.5 Meetings by Conference Telephone or Similar Communications Equipment.** Unless otherwise restricted in these Bylaws, the directors may participate in a meeting of the Board by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other; and participation in a meeting in such manner will constitute presence in person at such meeting.

### **ARTICLE IV** **BOARD OF DIRECTORS**

**4.1 Number; Qualification; Term.** Unless and until changed by the Board as hereinafter provided, the number of directors to constitute the Board will be six (6). The number of directors constituting the Board may be changed from time to time and at any time by a resolution adopted by a majority of the whole Board. Each director will hold office until a successor is elected and qualified or until such director's earlier resignation or removal.

**4.2 Powers of the Board.** The property and business of the District will be controlled and managed by the Board. In addition to the powers and authorities by these Bylaws expressly conferred upon it, the Board may exercise all such powers of the District, and do all such lawful acts and things, as are not by statute or by these Bylaws directed or required to be exercised or done by the directors.

**4.3 Terms of Office.** Each Director shall serve three-year terms and no more than two consecutive terms. A Director may be nominated for additional terms after a one year cessation..

**4.4 Acceptance of Director.** Each director, upon election, will qualify by accepting the office of director, and such director's attendance at, or written approval of the minutes of, any meeting of the Board subsequent to the director's election will constitute acceptance of such office by such director; or the director may accept the office of director by executing a separate written acceptance, which will be placed in the minute book.

**4.5 Vacancies and Newly Created Directorships.** Unless otherwise provided in these Bylaws, vacancies and newly created directorships resulting from any increase in the number of directors to constitute the Board may be filled by a majority of the directors then in office, although less than a Quorum, or by a sole remaining director, and the directors so chosen will hold office until the next election of directors by the Board. If, at any time, by reason of death, resignation or other cause, the District should have no directors in office, then the Administrator or any officer appoint a new director.

**4.6 Compensation.** Unless otherwise provided in these Bylaws, the directors will not receive compensation for their service, but the Board may, by resolution, provide for reimbursement of expenses incurred by directors in attending each meeting; provided that nothing herein contained will be construed to preclude any director from serving the District in any other capacity and receiving compensation therefor.

**4.7 Resignations.** Any director may resign at any time upon written notice to the District. Such resignation will take effect at the time specified therein or will take effect upon receipt thereof by the District if no time is specified therein, and, unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective.

**4.8 Reliance on Records.** A director will be fully protected in the performance of such director's duties in relying in good faith upon the records of the District and upon such information, opinions, reports or statements presented to the District by any of the District's officers or employees, or by any other person as to matters such director reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the District.

**4.9 Removal of Directors.** At a meeting called expressly for that purpose, the directors will have the power, by a vote of the holders of a majority of the votes then required to elect directors, to remove any director or directors from office with or without cause.

## ARTICLE V OFFICERS

### **5.1 Designations.**

(a) Authorized Officers. The District will have a President and a Secretary, each with such duties as are stated in this **Article 5** or by resolution of the Board which is not inconsistent with these Bylaws. The Board will elect a President and a Secretary at its annual meeting.

(b) Qualification of Officers. Officers of the District need not be members of the Board. Unless these Bylaws otherwise provide, any two or more offices may be held by the same person.

(c) Acceptance of Office. An officer will be deemed qualified when the officer enters upon the duties of the office to which the officer has been elected or appointed; but the Board may also require a written acceptance and promise to faithfully discharge the duties of such office.

(d) Failure to Elect Officers. A failure to elect the District's officers in accordance with these Bylaws will not dissolve or otherwise affect the District.

**5.2 Term of Office.** Each officer will hold office at the pleasure of the Board or for such other period as the Board may specify at the time of such officer's election or appointment, or until the death, resignation or removal of such officer, whichever first occurs. In any event, each officer of the District who is not reelected or reappointed at the annual election of officers by the Board next succeeding his or her election or appointment will be deemed to have been removed by the Board, unless the Board provides otherwise at the time of such officer's election or appointment.

**5.3 Other Agents.** The Board from time to time may also appoint such other agents for the District as the Board may deem necessary or advisable. Each such agent will serve at the pleasure of the Board or for such

period as the Board may specify, and may exercise such powers, have such titles and perform such duties as determined from time to time by the Board or by an officer empowered by these Bylaws or the Board to make such determinations.

**5.4 Removal.** Any officer or agent elected or appointed by the Board may be removed by the Board whenever in the Board's judgment the best interests of the District will be served thereby, but such removal will be without prejudice to the contract rights, if any, of the person so removed.

**5.5 Salaries and Compensation.** Salaries and compensation, if any, of all elected officers of the District will be fixed, increased or decreased by the Board.

**5.6 Delegation of Authority to Hire, Discharge and Designate Duties.** The Board from time to time may delegate to the President or other officer or executive employee of the District, authority to hire and discharge and to fix and modify the duties and salary or other compensation of employees of the District under the jurisdiction of such person, and the Board may delegate to such officer or executive employee similar authority with respect to obtaining and retaining for the District the services of attorneys, accountants and other professionals and experts.

**5.7 President.**

(a) Duties. Unless the Board otherwise provides, the President will be the chief executive officer of the District with such general executive powers and duties of supervision and management as are usually vested in the office of the chief executive officer of a District, and the President will carry into effect all directions and resolutions of the Board. The President will preside at all meetings of the directors.

(b) Execute Documents. The President may execute all bonds, notes, debentures, mortgages and other instruments for and in the name of the District, may cause the corporate seal to be affixed thereto, and may execute all other instruments and documents for and in the name of the District.

(c) Safekeeping of Funds. The President will have responsibility for the safekeeping of the funds and securities of the District, will keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the District and will keep or cause to be kept all other books of account and accounting records of the District. The President will deposit or cause to be deposited all moneys and other valuable effects in the name and to the credit of the District in such depositories as may be designated by the Board or by any officer of the District to whom such authority has been granted by the Board.

(d) Disbursal of Funds. The President will disburse, or permit to be disbursed, the funds of the District as may be ordered, or authorized generally, by the Board, and will render to the directors, whenever they may require, an account of all such transactions, and of those under the President's jurisdiction, and of the financial condition of the District.

(e) Chief Financial Officer. The President will have the general duties, powers, responsibilities and authorities of a treasurer of a District and will, unless otherwise provided by the Board, be the chief financial and accounting officer of the District.

(f) Other Duties. The President will have such other or further duties and authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board.

**5.8 Secretary.**

(a) Keep Minutes. The Secretary will attend all meetings of the Board and will record the minutes of such meetings in a book to be kept for that purpose.

(b) Duties. The Secretary will have the general duties, powers and responsibilities of a secretary of a District and will perform such other duties and have such other responsibility and authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board or the chief executive officer of the District, under whose direct supervision the Secretary will be.

**5.9 General Counsel.** The Board may appoint a General Counsel. The General Counsel shall be the chief legal officer of the District and shall have such duties and responsibilities as may be determined by the Board, except that the duties and responsibilities of the office of General Counsel shall not include those required by law or these Bylaws to be performed by the Board or otherwise in conflict with law. The General Counsel shall not be a Director.

**5.10 Duties of Officers May Be Delegated.** For any other reason that the Board may deem sufficient, the Board may delegate some or all of the functions, duties, powers and responsibilities of any officer to any other officer, or to any other agent or employee of the District or other responsible person.

## ARTICLE VI LIABILITY LIMITATION AND INDEMNIFICATION

**6.1 Limitation of Liability.** No person will be liable to the District or the directors for any loss, damage, liability or expense suffered by the District on account of any action taken or omitted to be taken by such person as a director, officer, employee or agent of the District or of any other enterprise for which such person serves or has served as a director, officer, employee or agent at the request of the District, if such person (i) exercised the same degree of care and skill as a prudent person would have exercised under the circumstances in the conduct of his or her own affairs, or (ii) took or omitted to take such action in reliance upon advice of counsel for the District, or for such other enterprise, or upon statements made or information furnished by directors, officers, employees or agents of the District, or of such other enterprise, which such person had no reasonable grounds to disbelieve.

**6.2 Mandatory Indemnification.** The District will indemnify and protect any director, officer, employee or agent of the District, or any person who serves at the request of the District as a director, officer, employee or agent of another District, partnership, joint venture, trust, employee benefit plan or other enterprise, to the fullest extent permitted by the laws of the State of Missouri.

**6.3 Other Indemnification.** The indemnification provided by this **Article 6** will not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and will continue as to a person who has ceased to be a director, officer, employee or agent and will inure to the benefit of the heirs, executors and administrators of such person.

**6.4 Indemnification for Other Entities.** The District may give any further indemnity, in addition to the indemnity authorized or contemplated under this **Article 6**, including **Section 6.2**, to any person who is or was a director, officer, employee or agent, or to any person who is or was serving at the request of the District as a director, officer, employee or agent of another District, partnership, joint venture, trust or other enterprise, provided such further indemnity is either (i) authorized, directed, or provided for in the Articles or any duly adopted amendment thereof or (ii) is authorized, directed, or provided for in any bylaw or agreement of the District which has been adopted by a vote of the directors of the District, and provided further than no such indemnity will indemnify any person from or on account of such persons conduct which was finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct.

**6.5 Insurance.** The District may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the District, or is or was serving at the request of the District as a director, officer, employee or agent of another District, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the District would have the power to indemnify him against such liability under the provisions of this **Article 6**.

**6.6 Other Definitions.** For purposes of this Article 6, the term “other enterprise” will include employee benefit plans; the term “fines” will include any excise taxes assessed on a person with respect to an employee benefit plan; and the term “serving at the request of the District” will include any service as a director, officer, employee or agent of the District which imposes duties on, or involves services by, such director, officer,

employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan will be deemed to have acted in a manner “not opposed to the best interests of the District” as referred to in this Section.

**ARTICLE VII**  
**GENERAL PROVISIONS**

**7.1 Conflicts of Interest.** Public confidence in the recommendations and other actions of the Board requires that directors avoid both actual conflicts of interest and situations that might give the appearance of a conflict of interest. Given the qualifications for directorship, it is to be expected, however, that some directors will have outside business or professional interests relating to the District’s mission. It is not intended that such outside business or professional interests be considered a conflict of interest, provided that a director shall not participate in any deliberation or vote, and shall not take any other affirmative action as a director with respect to a matter in which such director has an interest which is in substantial conflict with the proper discharge of the duties and responsibilities of membership on the Board. The existence and nature of any potential conflict of interest shall be promptly disclosed to the President. With respect to potential conflicts of interest, the director shall either (1) excuse himself or herself from participating in any deliberation or vote on the matter and may not otherwise take any affirmative action on the matter or (2) shall prepare a written statement prepared under penalty of false statement describing the matter requiring action and the nature of the potential conflict and explaining why, despite the potential conflict, such director is able to vote and otherwise participate fairly, objectively, and in the public interest, and shall deliver a copy of such statement to the President and shall enter a copy of the statement in the minutes of the Board. In addition to the steps described above, a conflicted or potentially conflicted director is strongly encouraged to: (a) leave the room during discussion and vote on the matter at hand; (b) not to participate in such discussion and vote; and (c) not to obtain access to non-public confidential information regarding the matter at hand. This Section 7.1 notwithstanding, a representative of the Administrator of the District shall serve as a director on the Board, and such Administrator’s service on the Board shall not be deemed to be a conflict of interest.

**7.2 Fiscal Year.** The Board may fix and from time to time change the fiscal year of the District. In the absence of action by the Board, the fiscal year of the District will end each year on the date that the District treated as the close of its first fiscal year, until such time, if any, as the fiscal year may be changed by the Board.

**7.3 Contracts.** The Board may authorize any officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument or document for, and in the name of, the District, and such authority may be general or confined to specific instances.

**7.4 Amendments.** These Bylaws may be altered, amended or repealed or new Bylaws may be adopted only in the manner provided in the Articles.

**CERTIFICATE**

The undersigned directors of the Show Me PACE hereby certify that the foregoing Bylaws are the original Bylaws of the District adopted by the initial director(s).

Dated: July 18, 2017.



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Name: Josh Campbell

Title: Director



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Name: Ann Auer

Title: Director

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Name: Nicholas Brinker

Title: Director



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Name: James Murphy

Title: Director

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Name: Dave Barber

Title: Director