



**CITY OF BELTON
CITY COUNCIL
REGULAR MEETING
TUESDAY, NOVEMBER 24, 2015 – 7:00 PM
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

- I. CALL REGULAR MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – COUNCILMAN FLETCHER
- III. ROLL CALL
- IV. CONSENT AGENDA
One motion, non-debatable, to approve the “recommendations” noted. Any member of the Council may ask for an item to be taken from the consent agenda for discussion and separate action.
 - A. Motion approving the minutes of the November 10, 2015, City Council regular meeting.
Page 7
 - B. Motion approving the October 2015 Municipal Police Judge’s Report.
Page 15
 - C. Motion approving the Commenco and Johnson County Electric contracts for alerting systems for Fire Stations 1 & 2.

This was discussed at the November 17 work session.

- V. PERSONAL APPEARANCES

VI. ORDINANCES

- A. Motion approving final reading of Bill No. 2015-77:

AN ORDINANCE ACCEPTING THE RECOMMENDATIONS OF THE TAX INCREMENT FINANCING COMMISSION OF BELTON, MISSOURI, ADOPTING THE CEDAR TREE TAX INCREMENT FINANCING REDEVELOPMENT PLAN; DESIGNATING I-49 INVESTORS, L.L.C. AS THE DEVELOPER OF THE REDEVELOPMENT PROJECT; AND AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A REDEVELOPMENT AGREEMENT WITH I-49 INVESTORS, L.L.C. FOR IMPLEMENTATION OF THE PLAN.

Ordinance previously distributed.

Revised redevelopment agreement attached.

Page 35 Pass Fail

- B. Motion approving final reading of Bill No. 2015-78:

AN ORDINANCE APPROVING AND DESIGNATING REDEVELOPMENT PROJECT 1 OF THE CEDAR TREE TAX INCREMENT FINANCING REDEVELOPMENT PLAN AS A REDEVELOPMENT PROJECT AND ADOPTING TAX INCREMENT FINANCING THEREIN.

Ordinance previously distributed.

Pass Fail

- C. Motion approving final reading of Bill No. 2015-79:

AN ORDINANCE APPROVING THE PETITION TO ESTABLISH THE CEDAR TREE COMMUNITY IMPROVEMENT DISTRICT, GENERALLY LOCATED AT THE NORTHWEST CORNER OF I-49 AND 58 HIGHWAY, IN BELTON, CASS COUNTY, MISSOURI; DETERMINING THAT THE DISTRICT AREA IS A BLIGHTED AREA; AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT BETWEEN THE CITY, I-49 INVESTORS, L.L.C. AND THE DISTRICT; AND DIRECTING THE CITY CLERK TO REPORT THE CREATION OF THE DISTRICT TO THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT.

Ordinance previously distributed.

Revised cooperative agreement attached.

Page 99 Pass Fail

- D. Motion approving first reading of Bill No. 2015-90:
AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW A IN-HOME CHILD CARE ON PROPERTY ZONED R-1 (SINGLE-FAMILY RESIDENTIAL), AND LOCATED AT 8406 E 166TH STREET, BELTON, MISSOURI.

Paperwork Attached.

Page 129 Pass Fail

- E. Motion approving first reading of Bill No. 2015-95:
AN ORDINANCE CALLING AND PROVIDING FOR THE ANNUAL ELECTION OF MUNICIPAL OFFICERS FOR THE CITY OF BELTON, MISSOURI TO BE HELD APRIL 5, 2016.

Paperwork Attached.

Page 145 Pass Fail

- F. Motion approving first reading of Bill No. 2015-96:
AN ORDINANCE AMENDING CHAPTER 9 – ELECTIONS, ARTICLE IV – CANDIDATES, SECTIONS 9-77 AND 9-80 IN ORDER TO COMPLY WITH RECENT REVISIONS TO STATE ELECTION LAW REGARDING CERTAIN CANDIDATE NOTIFICATIONS, QUALIFICATIONS, DELINQUENCIES AND VERIFICATIONS BY THE CITY CLERK; REPEALING ALL ORDINANCES IN CONFLICT AND PRESENTING AN EFFECTIVE DATE OF THE AMENDMENTS.

Paperwork Attached.

Page 151 Pass Fail

- G. Motion approving first reading of Bill No. 2015-97:
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO THE **RIGHT-OF-WAY APPRAISAL AGREEMENT** WITH BLISS ASSOCIATES FOR PHASE 1 OF THE MULLEN ROAD AND NORTH CASS PARKWAY PROJECT.

Paperwork Attached.

Page 161 Pass Fail

H. Motion approving first reading of Bill No. 2015-98:

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO THE NEGOTIATOR SERVICES AGREEMENT WITH BLISS ASSOCIATES FOR PHASE 1 OF THE MULLEN ROAD AND NORTH CASS PARKWAY PROJECT.

Paperwork Attached.

Page 187

Pass Fail

VII. RESOLUTIONS

A. Motion approving Resolution R2015-46:

A RESOLUTION ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2017 THROUGH 2021.

Paperwork Attached.

Page 211

Pass Fail

VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR'S COMMUNICATIONS

X. CITY MANAGER'S REPORT

XI. MOTIONS

XII. OTHER BUSINESS

XIII. ADJOURN

SECTION IV
A

**MINUTES OF THE
BELTON CITY COUNCIL
PUBLIC HEARING AND REGULAR MEETING
NOVEMBER 10, 2015
CITY HALL ANNEX
520 MAIN STREET, BELTON, MISSOURI**

Mayor Pro Tem Scott Von Behren called the public hearing to order at 7:00 P.M.

This public hearing was held in order to receive public input regarding the progress of the Y Highway Marketplace Tax Increment Financing Plan.

Brad Foster, Assistant City Manager, opened by stating that Missouri State Statutes require when a Tax Increment Financing plan is passed there has to be a status update provided every five years as to where they are in there process.

Kylie Stock, Group Belton LLC, the development company, was present. She said that the leasing agent Carl LaSala, could not attend because of a Navy reunion. She provided an update on the development process.

She said there hasn't been much leasing activity this past year. We currently have 12,600 square feet of inline retail space available for lease. In an effort to stay competitive in the market, we lowered the asking rental rates from \$17PSF to \$15PSF and reduced the triple net operating expenses from \$5.25PSF to \$3.50PSF. However, to date no new leases have been signed for the inline retail.

We've had numerous inquiries on the pad sites but have not been able to finalize a deal. We had two letters of intent from succeeding Hardee's franchisees for one of the pads. The last LOI was negotiated to contract, but they backed away from the deal. We have been very flexible on our sale price to accommodate both franchisees and were told Hardee's corporate had approved the site, but still no sale.

Carl LaSala's, our leasing agent, calls to find a second anchor to the property have not been well received. Many of the mid-sized anchors have been waiting to see if the redevelopment of Truman Corners was going to happen. Now that we know that it is in development, those tenants are going forward with stores at that site.

We believe that the increase in retail activity upon the opening of Menard's and other retailers in the vicinity will bring us the visibility and activity we need to finally produce an acceptable level of interest to lease our shops and sell or develop the outlots.

Being no further public input, the hearing was declared closed at 7:04 P.M.

Mayor Pro Tem Von Behren called the regular meeting to order at 7:05 P.M.

Councilman Savage led the Pledge of Allegiance to the flag.

Councilmen present: Mayor Pro Tem Scott Von Behren, Councilmen Jeff Fletcher, Al Hoag, Gary Lathrop, Bob Newell, Tim Savage, Chet Trutzel, and Dean VanWinkle; Absent: Mayor Jeff Davis. Also present were Ron Trivitt, City Manager; Megan McGuire, City Attorney; and Patti Ledford, City Clerk.

CONSENT AGENDA:

Councilman Hoag moved to approve the consent agenda consisting of a **motion approving the minutes of October 27, 2015, City Council regular meeting.** Councilman Lathrop seconded. All voted in favor. Mayor Davis absent. Consent agenda approved.

PERSONAL APPEARANCES:

Diane Huckshorn (16614 Kentucky Road) – was present to request road closure on Loop Road between Chestnut and Walnut on Saturday, November 28, 2015, from 7:00 am – 7:00 pm for an auction for Eleanor’s on Main, with the option of Sunday, November 29, 2015, as well. She said she is a representative of Mickelson Auction out of Freeman. For the auction they would like to request closure of Loop Road between Chestnut and Walnut to conduct the sale and have merchandise outside. The facility is too small to hold inside. We plan to start the auction at noon and should be done by 5:00 P.M.

Councilman Hoag moved to approve the closure of Loop Road between Chestnut and Walnut on Saturday, November 28, 2015, from 7:00 am – 7:00 pm for an auction for Eleanor’s on Main, with the option of Sunday, November 29, 2015. Councilman Trutzel seconded. All voted in favor. Mayor Davis absent. Motion carried.

Diane Huckshorn - (16614 Kentucky Road) – Requested on behalf of Downtown Belton Main Street, Inc. to sell advertising on 12” x 18” signs to place on the light poles on Main Street during the holiday season. She said they propose to offer a sign 12x18 and showed what sign would look like. This is a fundraiser to pay for decorations on Main Street now. The cost for advertising will be about \$40.00 and will only display the business name or individual name. It will be placed on the poles with grommets and zip ties. The signs will remain up until mid-January. The signs are made here in town.

Councilman Hoag asked if it is just for businesses or can an individual purchase a banner with their name on it. Ms. Huckshorn said it can have an individual’s name on it.

Councilman Hoag moved to approve to approve Downtown Belton Main Street, Inc., to sell advertising of a business or individual name only on 12”x18” signs to be placed on the light poles on Main Street during the holiday season and remain in place until mid-January 2016. Councilman Trutzel seconded. Megan McGuire, City Attorney, was asked to weigh in on this request. She questioned whether this is a council level action as it pertains to regulations of streets and signage. Ms. McGuire said we need to go through the process to make sure it meets the criteria. James Person, Police Chief, said it is up the Community Planning and Development Department to enforce temporary signs. Ron Trivitt, City Manager, said the signs are being attached to a pole which is city property and therefore, the city has some authority over it. There was continued discussion by the Council pertaining to who will maintain the integrity of the signs; making sure the signs do not impede traffic vision; and setting a precedent of approving temporary sign requests at the Council level. There was continued discussion and debate. Mayor Pro Tem Von Behren said he personally thinks it is a good thing to do for no longer than they are asking for the signs to be up. A vote on the motion was then taken with all voting in favor. Mayor Davis absent. Motion carried.

ORDINANCES:

Councilman Newell moved to postpone the final reading of Bill No. 2015-77: **AN ORDINANCE ACCEPTING THE RECOMMENDATIONS OF THE TAX INCREMENT FINANCING COMMISSION OF BELTON, MISSOURI, ADOPTING THE CEDAR TREE TAX INCREMENT FINANCING REDEVELOPMENT PLAN; DESIGNATING I-49 INVESTORS, L.L.C. AS THE DEVELOPER OF THE REDEVELOPMENT PROJECT; AND AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A REDEVELOPMENT AGREEMENT WITH I-49 INVESTORS, L.L.C. FOR IMPLEMENTATION OF THE PLAN.** Bill No. 2015 78: **AN ORDINANCE APPROVING AND DESIGNATING REDEVELOPMENT PROJECT 1 OF THE CEDAR TREE TAX INCREMENT FINANCING REDEVELOPMENT PLAN AS A REDEVELOPMENT PROJECT AND ADOPTING TAX INCREMENT FINANCING THEREIN;** and Bill No. 2015-79: **AN ORDINANCE APPROVING THE PETITION TO ESTABLISH THE CEDAR TREE COMMUNITY IMPROVEMENT DISTRICT, GENERALLY LOCATED AT THE NORTHWEST CORNER OF I-49 AND 58 HIGHWAY, IN BELTON, CASS COUNTY, MISSOURI; DETERMINING THAT THE DISTRICT AREA IS A BLIGHTED AREA; AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT BETWEEN THE CITY, I-49 INVESTORS, L.L.C. AND THE DISTRICT; AND DIRECTING THE CITY CLERK TO REPORT THE CREATION OF THE DISTRICT TO THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT.** Councilman Hoag seconded. All voted in favor to postpone. Mayor Davis absent. Motion to postpone carried.

Patti Ledford, City Clerk, gave the final reading of Bill No. 2015-86:

AN ORDINANCE DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING FOR PUBLIC USE TEMPORARY CONSTRUCTION EASEMENTS, PERMANENT UTILITY EASEMENTS, PERMANENT DRAINAGE EASEMENTS, AND RIGHT-OF-WAY ACQUISITION FOR THE CONSTRUCTION AND MAINTENANCE OF ROAD IMPROVEMENTS RELATED TO PHASE 1 OF THE MULLEN ROAD AND NORTH CASS PARKWAY PROJECT GENERALLY LOCATED IN SECTION 13 AND 24, TOWNSHIP 46 NORTH, RANGE 33 WEST, AND IN SECTION 18 AND 19, TOWNSHIP 46 NORTH, RANGE 32 WEST, ALL IN AND ADJACENT TO THE CITY OF BELTON, CASS COUNTY, MISSOURI; AUTHORIZING THE CITY AND ITS DESIGNEES TO NEGOTIATE FOR THE PURPOSE OF ACQUIRING THE EASEMENTS AND PROPERTY ACQUISITION BY CONTRACT OR CONDEMNATION; AND AUTHORIZING THE CITY ATTORNEY AND HIS/HER DESIGNEES TO INSTITUTE CONDEMNATION PROCEEDINGS IF SUCH INTERESTS IN LAND THAT CANNOT BE ACQUIRED BY PURCHASE THROUGH GOOD FAITH NEGOTIATIONS. Presented by Councilman Trutzel, seconded by Councilman Hoag. The Council was polled and the following vote recorded: Ayes: 8, Councilmen Savage, Trutzel, Lathrop, Mayor Pro Tem Von Behren, Councilmen Fletcher, VanWinkle, Hoag and Newell: Noes: None; Absent: 1, Mayor Davis. Bill No. 2015-86 was declared passed and in full force and effect as Ordinance No. 2015-4146, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2015-87: **AN ORDINANCE AUTHORIZING THE EXECUTION OF A FUNDING AGREEMENT WITH BELTON 58 CHOPPER, LLC, IN REGARDS TO A PORTION OF THE NORTH CASS SHOPPING CENTER.** Presented by Councilman Lathrop, seconded by Councilman Hoag. The Council was polled and the following vote recorded: Ayes: 8, Councilmen Savage, Hoag, Newell, Mayor Pro Tem Von

Behren, Councilmen Fletcher, Lathrop, Trutzel and VanWinkle; Noes: None; Absent: 1, Mayor Davis. Bill No. 2015-87 was declared passed and in full force and effect as Ordinance No. 2015-4147, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2015-88: **AN ORDINANCE APPROVING A SPECIAL USE PERMIT WITH ONE CONDITION TO ALLOW A HOME CHILD CARE ON PROPERTY ZONED R-1 (SINGLE-FAMILY RESIDENTIAL), AND LOCATED AT 307 APPLE VALLEY PARKWAY, BELTON, MISSOURI.** Presented by Councilman Hoag, seconded by Councilman Trutzel. The Council was polled and the following vote recorded: Ayes: 8, Councilmen Lathrop, Newell, Mayor Pro Tem VonBehren, Councilmen Savage, Hoag, Fletcher, Trutzel, and VanWinkle; Noes: None; Absent: 1, Mayor Davis. Bill No. 2015-88 was declared passed and in full force and effect as Ordinance No. 2015-4148, subject to Mayoral veto.

Mayor Pro Tem Von Behren announced Bill No. 2015-90. **AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW AN IN-HOME CHILD CARE ON PROPERTY ZONED R-1 (SINGLE-FAMILY RESIDENTIAL), AND LOCATED AT 8406 E 166TH STREET, BELTON, MISSOURI.** Is being pulled from the agenda per recommendation by city staff.

Ms. Ledford read Bill No. 2015-91: **AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2016 ADOPTED CITY BUDGET.** Presented by Councilman Lathrop, seconded by Councilman Savage. All voted in favor. **Councilman Lathrop moved to hear the final reading.** Councilman Savage seconded. All present voted in favor. The final reading was read. Presented by Councilman Lathrop, seconded by Councilman Newell. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Hoag, Lathrop, Trutzel, Mayor Pro Tem Von Behren, Councilmen Fletcher, VanWinkle, Newell, and Savage; Noes: None; Absent: 1, Mayor Davis. Bill No. 2015-91 was declared passed and in full force and effect as Ordinance No. 2015-4149, subject to Mayoral veto.

Ms. Ledford read Bill No. 2015-92: **AN ORDINANCE REPEALING ORDINANCE NO. 2015-4133 AND AMENDING THE LANGUAGE OF DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING FOR PUBLIC USE TEMPORARY CONSTRUCTION, PERMANENT EASEMENTS, AND RIGHT-OF-WAY FOR THE CONSTRUCTION AND MAINTENANCE OF ROAD IMPROVEMENTS RELATED TO THE 155TH STREET WIDENING PROJECT GENERALLY LOCATED IN SECTION 1, TOWNSHIP 46 NORTH, RANGE 33 WEST, ALL IN THE CITY OF BELTON, CASS COUNTY, MISSOURI; AUTHORIZING THE CITY AND ITS DESIGNEES TO NEGOTIATE FOR THE PURPOSE OF ACQUIRING THE EASEMENTS AND PROPERTY ACQUISITION BY CONTRACT OR CONDEMNATION; AND AUTHORIZING THE CITY ATTORNEY AND HIS/HER DESIGNEES TO INSTITUTE CONDEMNATION PROCEEDINGS IF SUCH INTERESTS IN LAND CANNOT BE ACQUIRED BY PURCHASE THROUGH GOOD FAITH NEGOTIATIONS.** Presented by Councilman Hoag, seconded by Councilman Lathrop. All voted in favor. **Councilman Lathrop moved to hear the final reading.** Councilman Fletcher seconded. All voted in favor. The final reading was read. Presented by Councilman Hoag, seconded by Councilman Lathrop. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Savage, Hoag, Newell, Mayor Pro Tem Von Behren, Councilmen Fletcher, Lathrop, Trutzel, and VanWinkle; Noes: None; Absent: 1, Mayor Davis. Bill No. 2015-92 was declared passed and in full force and effect as Ordinance No. 2015-4150, subject to Mayoral veto.

Ms. Ledford read Bill No. 2015-93: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A SERVICE AGREEMENT WITH J.A. LILLIG, TO PROVIDE CONSTRUCTION CONSULTING SERVICES FOR THE FIRST PHASE OF THE PROCUREMENT PROCESS FOR THE MULLEN ROAD CULVERT (RCB) REPLACEMENT PROJECT IN A NOT-TO EXCEED AMOUNT OF \$4,000.00.** Presented by Councilman Trutzel, seconded by Councilman Hoag. Jeff Fisher, Public Works Director, briefly reviewed the Summary of Proposal Review with the Council. There was some discussion. Vote on the first reading was recorded with all voting in favor. Mayor Davis absent. **Councilman Savage moved to hear the final reading.** Councilman Lathrop seconded. All present voted in favor. The final reading was read. Presented by Councilman Hoag, seconded by Councilman Lathrop. The Council was polled and the following vote recorded; Ayes: 8, Newell, Trutzel, Lathrop, Mayor Pro Tem Von Behren, Councilmen Fletcher, Van Winkle, Hoag and Savage; Noes: None; Absent: 1, Mayor Davis. Bill No. 2015-93 was declared passed and in full force and effect as Ordinance No. 2015-4151, subject to Mayoral veto.

Ms. Ledford read Bill No. 2015-94: **AN ORDINANCE MAINTAINING THE BUSINESS LICENSE TAX ON GROSS RECEIPTS OF KANSAS CITY POWER AND LIGHT COMPANY AND/OR ITS SUCCESSORS.** Presented by Councilman Hoag, seconded by Councilman Lathrop. All voted in favor. Mayor Davis absent. **Councilman Lathrop moved to hear the final reading.** Councilman Hoag seconded. All voted in favor. The final reading was read. Presented by Councilman Lathrop, seconded by Councilman Savage. The Council was polled and the following vote recorded; Ayes: 8, Mayor Pro Tem Von Behren, Councilmen Trutzel, Savage, Lathrop, Newell, Fletcher, VanWinkle and Hoag; Noes: None; Absent: 1, Mayor Davis. Bill No. 2015-94 was declared passed and in full force and effect as Ordinance No. 2015-4152, subject to Mayoral veto.

OTHER BUSINESS:

Councilman Fletcher announced that the Chamber of Chamber Turkey Bowl is this Saturday November 14, at 6:30 at Aaron's Family Fun Center.

Being no further business, Councilman Hoag moved to adjourn at 7:33 P.M. Councilman Newell seconded. All voted in favor. Mayor Davis absent. Meeting adjourned.


Patti Ledford, City Clerk

Jeff Davis, Mayor

SECTION IV
B

**DOCKET REPRESENTS A TRUE AND ACCURATE COPY
OF COURT PROCEEDINGS HELD**

COURT DATES: 10/7/15; 10/14/15; 10/21/15; 10/28/15



MUNICIPAL JUDGE **11/2/15**
DATE

**IN ACCORDANCE WITH COURT OPERATING RULE 4.29
THE ATTACHED MUNICIPAL DIVISION SUMMARY
REPORT FOR MONTH OF OCTOBER 2015 WAS
PRESENTED AND REVIEWED BY CITY COUNCIL AS
REQUIRED**

CITY CLERK **DATE**



Payment Plan Reports

- Collected
OCT 2015

Belton

Monday, November 02, 2015 1:12 PM

Payment Detail Listing From 10/01/2015 - 10/31/2015

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid
PP0000063	EVANS, JOHNNY LEE	10/02/2015	392550	R00025714	121156588-1	\$100.00
PP0000063 Totals:						\$100.00
PP0000114	ESTELL, MIA LAFRANTZ	10/07/2015	392748	R00025804	121165871F-1	\$6.00
		10/07/2015	392748	R00025804	121165993-1	\$19.00
PP0000114 Totals:						\$25.00
PP0000143	GIVAN, JEFFREY D	10/06/2015	392704	R00025789	101904025-1	\$100.00
* PP0000143 Totals:						\$100.00
PP0000174	BLAIR, CHRISTOPHER D	10/23/2015	393629	R00026112	121166762-1	\$125.00
* PP0000174 Totals:						\$125.00
PP0000184	WILLIAMS, ALBERT JAMES	10/14/2015	393162	R00025963	140788766F-1	\$100.00
		10/14/2015	393162	R00025963	140788766-1	\$90.00
* PP0000184 Totals:						\$190.00
PP0000197	WARREN, HALEY BREANNE	10/12/2015	393053	R00025908	121163332-1	\$150.00
		10/16/2015	393351	R00026021	121164271-1	\$62.00
		10/16/2015	393351	R00026021	121163332-1	\$38.00
PP0000197 Totals:						\$250.00
PP0000203	COLBERT, PHILLIP R	10/23/2015	393620	R00026109	121164833-1	\$15.00
		10/23/2015	393620	R00026109	121164832-1	\$35.00
PP0000203 Totals:						\$50.00
PP0000210	BLACKSHER, SANDRA JUNE	10/19/2015	393448	R00026050	101904288-1	\$10.00
PP0000210 Totals:						\$10.00
PP0000233	LEITH, MELANIE RUTH	10/01/2015	392514	R00025699	140790519-1	\$76.00
* PP0000233 Totals:						\$76.00
PP0000234	MILLER, TRACY D	10/14/2015	393166	R00025967	121164903-1	\$100.00
PP0000234 Totals:						\$100.00
PP0000258	MARTIN, APRIL FAITH	10/08/2015	392952	R00025874	121154550-1	\$60.00
* PP0000258 Totals:						\$60.00
PP0000264	SLATER, PORSHA ELAINE	10/22/2015	393612	R00026103	121166930-1	\$113.00
		10/22/2015	393613	R00026104	121166930F-1	\$100.00
* PP0000264 Totals:						\$213.00
PP0000270	BRUNNER, JESSICA D	10/28/2015	393837	R00026175	140789826F-1	\$100.00
		10/28/2015	393837	R00026175	140789827-1	\$38.00
* PP0000270 Totals:						\$138.00
PP0000288	YOUNG, SAMANTHA JO	10/08/2015	392962	R00025877	140792551-1	\$50.00
		10/22/2015	393616	R00026106	140792551-1	\$50.00
* PP0000288 Totals:						\$100.00
PP0000301	JUAREZ, JOSEPH	10/26/2015	393672	R00026125	140789520-1	\$0.50
* PP0000301 Totals:						\$0.50
PP0000302	STARK, ASHLEY DAWN	10/27/2015	393767	R00026150	140790034-1	\$198.00
* PP0000302 Totals:						\$198.00
PP0000307	MACEK, SEAN BRIAN	10/05/2015	392563	R00025726	140793153-1	\$20.00
		10/26/2015	393707	R00026142	140793153-1	\$20.00
PP0000307 Totals:						\$40.00
PP0000308	CLARY, KYLE S	10/13/2015	393118	R00025934	140789486F-1	\$99.50
* PP0000308 Totals:						\$99.50
PP0000313	CHILOW, GINA LOUISE	10/20/2015	393470	R00026051	121166228-1	\$20.00
PP0000313 Totals:						\$20.00

* Indicates an overpayment was made on the Payment Plan

PP0000314	STEWART, VINCENT SKYLER	10/27/2015	393756	R00026148	121162677-1	\$5.00
		10/27/2015	393756	R00026148	121162639-1	\$95.00
* PP0000314 Totals:						\$100.00
PP0000318	KIHN, DUSTIN LEE	10/15/2015	393326	R00026005	140789352-1	\$57.00
		10/15/2015	393326	R00026005	140789263-1	\$118.00
* PP0000318 Totals:						\$175.00
PP0000321	CRABBS, NATHAN LEE	10/20/2015	393474	R00026055	101904262-1	\$25.00
* PP0000321 Totals:						\$25.00
PP0000324	HAGERTY, MICHAEL DAVID	10/27/2015	393715	R00026146	121159250-1	\$50.00
PP0000324 Totals:						\$50.00
PP0000332	HOWARD, KASSIE JUNE	10/28/2015	393824	R00026172	140789334-1	\$29.50
		10/28/2015	393824	R00026172	140789336-1	\$129.50
* PP0000332 Totals:						\$159.00
PP0000334	DAY, JOSEPH ALLEN	10/15/2015	393315	R00026000	140793094-1	\$50.00
PP0000334 Totals:						\$50.00
PP0000339	HARRIS, ASHLEY BLAKE	10/05/2015	392668	R00025754	140791008-1	\$25.00
PP0000339 Totals:						\$25.00
PP0000340	PADGETT, JESSICA LEIGH	10/07/2015	392768	R00025823	121166560-1	\$20.00
PP0000340 Totals:						\$20.00
PP0000343	WORLEY, SCOTT CHRISTOPHER	10/06/2015	392705	R00025790	140791147-1	\$100.00
PP0000343 Totals:						\$100.00
PP0000347	MUTURI, TWILA S	10/01/2015	392492	R00025697	121165517-1	\$35.00
		10/30/2015	393950	R00026198	121165517-1	\$35.00
* PP0000347 Totals:						\$70.00
PP0000352	CHIGBOGU, CHRISTIAN CHUKWUKA	10/29/2015	393904	R00026186	140790657-1	\$43.00
* PP0000352 Totals:						\$43.00
PP0000354	WRIGHT, MARTHA MARIE	10/21/2015	393491	R00026058	140791965F-1	\$31.00
		10/21/2015	393491	R00026058	140791965-1	\$9.00
PP0000354 Totals:						\$40.00
PP0000355	FLOWERS, JORDAN MICHAEL	10/21/2015	393515	R00026080	140789998-1	\$50.00
* PP0000355 Totals:						\$50.00
PP0000362	COLEMAN, APRIL DAWN	10/14/2015	393165	R00025966	140789941-1	\$50.00
PP0000362 Totals:						\$50.00
PP0000363	LANIER, LATRINA SHERELL	10/26/2015	393642	R00026117	140790035-1	\$25.00
PP0000363 Totals:						\$25.00
PP0000366	PETERSON, WILLIAM DOUGLAS	10/07/2015	392781	R00025829	121165057-1	\$30.00
PP0000366 Totals:						\$30.00
PP0000374	HAMMOND, NICHOLAS SINCLAIR	10/09/2015	392964	R00025879	140789121-1	\$75.00
* PP0000374 Totals:						\$75.00
PP0000375	WRIGHT, CLINTON LEE	10/02/2015	392549	R00025713	121167573-1	\$60.00
PP0000375 Totals:						\$60.00
PP0000383	MULLER, TYLER LAYNE	10/08/2015	392960	R00025875	140791438-1	\$50.00
PP0000383 Totals:						\$50.00
PP0000384	SHACKELFORD, SHAWNTE NICOLE	10/02/2015	392555	R00025720	121161846-1	\$50.00
		10/16/2015	393329	R00026013	121161844F-1	\$25.00
		10/16/2015	393329	R00026013	121161846-1	\$25.00
		10/29/2015	393905	R00026187	121161844F-1	\$50.00
PP0000384 Totals:						\$150.00
PP0000388	DAY, JULLIANNA MARIE	10/01/2015	392518	R00025703	140790634-1	\$30.00
		10/15/2015	393328	R00026012	140790633-1	\$7.00
		10/15/2015	393328	R00026012	140790634-1	\$23.00
		10/30/2015	394022	R00026215	140790633-1	\$30.00
PP0000388 Totals:						\$90.00
PP0000392	LABOSKY, KOBIE J	10/02/2015	392548	R00025712	140790872-1	\$215.00
* PP0000392 Totals:						\$215.00
PP0000393	LIGGINS, CARTEZ DEVON	10/13/2015	393121	R00025937	081133735-1	\$50.00
PP0000393 Totals:						\$50.00

* Indicates an overpayment was made on the Payment Plan

PP0000394	HARTON, KASHEY LEYANNA	10/15/2015	393280	R00025997	140791252-1	\$50.00
PP0000394 Totals:						\$50.00
PP0000396	LEWIS, LORENZO STACEY	10/09/2015	392980	R00025885	121167005-1	\$100.00
PP0000396 Totals:						\$100.00
PP0000399	PETERS, YVETTE DANIELLE	10/02/2015	392523	R00025708	140791150-1	\$44.00
		10/02/2015	392523	R00025708	121156967-1	\$20.00
* PP0000399 Totals:						\$64.00
PP0000401	HIBDON, SHANE DELANO	10/14/2015	393177	R00025973	140792687-1	\$100.00
* PP0000401 Totals:						\$100.00
PP0000404	MARCUS, DEVON A	10/02/2015	392522	R00025707	140791539-1	\$60.00
		10/30/2015	393961	R00026203	140791539-1	\$53.00
* PP0000404 Totals:						\$113.00
PP0000405	HIGGINS, DEBORAH A	10/08/2015	392921	R00025869	140794077-1	\$50.00
PP0000405 Totals:						\$50.00
PP0000406	CORNIELS, DILLON MICHAEL	10/29/2015	393906	R00026188	140793317-1	\$225.00
* PP0000406 Totals:						\$225.00
PP0000409	BARNETT, JESSICA L	10/02/2015	392541	R00025709	140793945-1	\$50.00
PP0000409 Totals:						\$50.00
PP0000410	MCCARLEY, LESLIE ANNE	10/22/2015	393609	R00026100	140791643-1	\$75.00
PP0000410 Totals:						\$75.00
PP0000411	WILSON, ERIN KAY	10/17/2015	393363	R00026025	140794086-1	\$104.50
		10/17/2015	393363	R00026025	140791703-1	\$104.50
* PP0000411 Totals:						\$209.00
PP0000412	SELLNER, DEREK MICHAEL	10/23/2015	393630	R00026113	140792586-1	\$50.00
PP0000412 Totals:						\$50.00
PP0000414	WALKER, BRIAN GEORGE	10/05/2015	392652	R00025740	140791673-1	\$25.00
		10/05/2015	392652	R00025740	140791672-1	\$25.00
		10/19/2015	393423	R00026027	140791673-1	\$50.00
* PP0000414 Totals:						\$100.00
PP0000416	JONES, VERONICA J	10/05/2015	392865	R00025751	140792512-1	\$50.00
PP0000416 Totals:						\$50.00
PP0000417	WOODS, JACLYN BRIANA	10/05/2015	392866	R00025752	140792072-1	\$40.00
		10/21/2015	393492	R00026059	140792072-1	\$33.00
* PP0000417 Totals:						\$73.00
PP0000418	THURMAN, RACHEL LEE	10/16/2015	393352	R00026022	140789982-1	\$75.00
PP0000418 Totals:						\$75.00
PP0000420	TREECE, JAMES ALTON	10/02/2015	392551	R00025715	140792589-1	\$66.00
		10/15/2015	393316	R00026001	140792589-1	\$65.00
* PP0000420 Totals:						\$131.00
PP0000421	CRIM, REBECCA KRISTINE	10/02/2015	392545	R00025711	140793228-1	\$110.00
		10/02/2015	392545	R00025711	140793227-1	\$90.00
		10/21/2015	393493	R00026060	140793229-1	\$50.00
		10/21/2015	393493	R00026060	140793228-1	\$65.00
PP0000421 Totals:						\$315.00
PP0000422	MCCAULEY, LAURA LYNNE	10/07/2015	392776	R00025825	140791573-1	\$76.50
* PP0000422 Totals:						\$76.50
PP0000424	PICKERING, CHRISTOPHER	10/06/2015	392732	R00025801	140793142-1	\$50.00
PP0000424 Totals:						\$50.00
PP0000426	PRENTICE, MICHAEL STEVEN	10/02/2015	392552	R00025716	140790012-1	\$50.00
PP0000426 Totals:						\$50.00
PP0000427	PITTS, ANTOINE O	10/16/2015	393348	R00026019	140791144-1	\$50.00
PP0000427 Totals:						\$50.00
PP0000430	SANDERS, THOMAS JAMES	10/09/2015	392992	R00025891	140792644-1	\$100.00
		10/09/2015	392993	R00025892	140792644-1	\$5.00
* PP0000430 Totals:						\$105.00
PP0000432	BASINSKI, TAYLOR M	10/13/2015	393065	R00025919	140793599-1	\$100.00

* Indicates an overpayment was made on the Payment Plan

PP0000432	BASINSKI, TAYLOR M	10/23/2015	393628	R00026111	140793599-1	\$100.00
* PP0000432 Totals:						\$200.00
PP0000434	SARTAIN, SHEENA KRISTIN	10/02/2015	392556	R00025721	140790047-1	\$50.00
		10/16/2015	393354	R00026023	140790047-1	\$50.00
		10/30/2015	393985	R00026211	140790047-1	\$13.00
* PP0000434 Totals:						\$113.00
PP0000435	COOK, JEFFERY WAYNE	10/26/2015	393706	R00026141	140793471-1	\$50.00
PP0000435 Totals:						\$50.00
PP0000436	ASHFORD, LINDSAY CLAIRE	10/03/2015	392558	R00025723	140792094-1	\$100.00
		10/30/2015	394026	R00026217	140792094-1	\$100.00
* PP0000436 Totals:						\$200.00
PP0000439	POWERS, CHRISTOPHER C	10/15/2015	393314	R00025999	121165053-1	\$50.00
PP0000439 Totals:						\$50.00
PP0000440	CORDES, VERA P	10/16/2015	393343	R00026015	140791091-1	\$50.00
PP0000440 Totals:						\$50.00
PP0000446	FANTROY JR, QUENTIN	10/09/2015	392978	R00025883	121154690-1	\$30.00
		10/23/2015	393631	R00026114	121154690-1	\$31.50
PP0000446 Totals:						\$61.50
PP0000449	DYE, ELIZABETH RHEA	10/13/2015	393131	R00025944	140791718-1	\$125.00
PP0000449 Totals:						\$125.00
PP0000450	ETH, JOANN IRENE	10/02/2015	392554	R00025719	140792665-1	\$62.50
		10/16/2015	393330	R00026014	140792665-1	\$62.50
* PP0000450 Totals:						\$125.00
PP0000451	HUFFMAN, TYLER RAY	10/07/2015	392783	R00025831	121164307-1	\$100.00
		10/21/2015	393503	R00026071	121166622-1	\$75.00
		10/21/2015	393503	R00026071	121164307-1	\$25.00
* PP0000451 Totals:						\$200.00
PP0000452	NORTHWEATHER, JOHN PHILLIP	10/13/2015	393095	R00025921	140793978-1	\$100.00
PP0000452 Totals:						\$100.00
PP0000453	WHITE, CHRISTOPHER L	10/26/2015	393708	R00026143	140792709-1	\$100.00
PP0000453 Totals:						\$100.00
PP0000455	CLIFTON, ANTHONY JOE JR	10/16/2015	393347	R00026018	101912822-1	\$75.00
PP0000455 Totals:						\$75.00
PP0000456	NIELSON, NICHOLAS ANDREW	10/06/2015	392722	R00025793	121161349F-1	\$100.00
		10/06/2015	392722	R00025793	121161349-1	\$250.00
* PP0000456 Totals:						\$350.00
PP0000458	BRYAN, WALTER MARK	10/01/2015	392516	R00025701	140792507-1	\$50.00
PP0000458 Totals:						\$50.00
PP0000459	BIDWELL, JAMES J	10/07/2015	392764	R00025820	140791022-1	\$50.00
		10/14/2015	393164	R00025965	140791022-1	\$50.00
		10/21/2015	393496	R00026063	140791022-1	\$50.00
		10/28/2015	393805	R00026162	140791022-1	\$50.00
* PP0000459 Totals:						\$200.00
PP0000460	HAYES, SHANE R	10/19/2015	393446	R00026048	140790706-1	\$133.00
* PP0000460 Totals:						\$133.00
PP0000462	MALACHEK, CORA M	10/14/2015	393159	R00025961	140792032-1	\$104.50
* PP0000462 Totals:						\$104.50
PP0000463	VAUGHN-HORTON, JORDAN LEE	10/07/2015	392761	R00025818	140793580-1	\$50.00
		10/21/2015	393551	R00026089	140793580-1	\$50.00
PP0000463 Totals:						\$100.00
PP0000467	WILLIAMS, ALEE'HA SIMONE	10/22/2015	393610	R00026101	140790819-1	\$20.00
PP0000467 Totals:						\$20.00
PP0000468	CARLSON, BOBBY JOE	10/07/2015	392844	R00025854	140792856-1	\$100.00
		10/12/2015	393050	R00025899	140792856-1	\$30.00
PP0000468 Totals:						\$130.00
PP0000470	COCHRAN, MARY BETH	10/09/2015	392990	R00025889	140793367-1	\$113.00
* PP0000470 Totals:						\$113.00

* Indicates an overpayment was made on the Payment Plan

PP0000473	SMITH, STEVEN MARK	10/07/2015	392879	R00025864	140793374-1	\$30.00
PP0000473 Totals:						\$30.00
PP0000474	MANCILLA, DIANA RUBY	10/28/2015	393823	R00026171	140794103-1	\$50.00
PP0000474 Totals:						\$50.00
PP0000475	MEISBERGER, DENNIS M	10/27/2015	393770	R00026152	140794148-1	\$100.00
* PP0000475 Totals:						\$100.00
PP0000482	HAMILTON, JOSHUA L	10/14/2015	393231	R00025989	140792808-1	\$65.00
		10/22/2015	393611	R00026102	140792808-1	\$60.00
* PP0000482 Totals:						\$125.00
PP0000486	CLARK, KATHERINE A	10/14/2015	393246	R00025991	140792734-1	\$112.50
PP0000486 Totals:						\$112.50
PP0000487	SPEARS, STEPHANIE R	10/22/2015	393608	R00026099	121165060-1	\$20.00
PP0000487 Totals:						\$20.00
PP0000488	COOPER, JESSICA ASHLEY	10/14/2015	393252	R00025993	121159101F-1	\$30.00
		10/14/2015	393252	R00025993	121159102-1	\$125.00
		10/14/2015	393252	R00025993	121159101-1	\$45.00
		10/19/2015	393444	R00026046	121159101-1	\$118.00
* PP0000488 Totals:						\$318.00
PP0000494	BARNES, NANCY LOUISE	10/16/2015	393349	R00026020	140795027-1	\$50.00
		10/26/2015	393654	R00026120	140795027-1	\$79.50
* PP0000494 Totals:						\$129.50
PP0000501	MOSES, BRENDA DE	10/30/2015	394025	R00026216	140790075-1	\$50.00
PP0000501 Totals:						\$50.00
PP0000503	JOHNSON, JORDAN DEVAUGN	10/28/2015	393845	R00026177	140790254-1	\$113.00
		10/28/2015	393845	R00026177	140790252-1	\$187.00
* PP0000503 Totals:						\$300.00
PP0000504	MCFERRIN, JACOB KENT	10/30/2015	393960	R00026201	140789375-1	\$129.50
* PP0000504 Totals:						\$129.50
PP0000505	LAWRIE, MATTHEW T III	10/28/2015	393855	R00026178	140791615-1	\$100.50
		10/28/2015	393855	R00026178	140791613-1	\$179.50
PP0000505 Totals:						\$280.00
PP0000513	SHAW, JAMES LEE 2ND	10/28/2015	393887	R00026182	140789326-1	\$129.50
		10/28/2015	393887	R00026182	140789327-1	\$20.50
* PP0000513 Totals:						\$150.00

Report Totals

\$10,203.00

* Indicates an overpayment was made on the Payment Plan



My Filed Or Closed Cases Listing

Belton

11/2/2015 3:50:04 PM

Totals For Filed Date From 10/01/2015 To 10/31/2015

Posted Fee Totals For Transaction Date From 10/01/2015 To 10/31/2015

Violations By Filed Date

City Ordinance	118
IPMC CODE	4
MOVING TRAFFIC	292
Parking	1
Traffic	100
Total Violations Filed:	515

Violations Completed-Paid Fines By Filed Date CL-CLOSED FOUND GUILTY

MOVING TRAFFIC	107
Parking	1
Traffic	54
CL	162
Total Violations Completed-Paid Fines:	162

Violations Completed-Before Judge By Filed Date CL-CLOSED FOUND GUILTY

City Ordinance	71
IPMC CODE	5
MOVING TRAFFIC	60
Parking	1
Traffic	116
UNIFIED DEVELOPMENT CODE	1
UNUSED	2
CL	256

DC-Dismissed by Complainant



My Filed Or Closed Cases Listing

Belton

11/2/2015 3:50:04 PM

Totals For Filed Date From 10/01/2015 To 10/31/2015

Posted Fee Totals For Transaction Date From 10/01/2015 To 10/31/2015

Violations Completed-Before Judge By Filed Date

City Ordinance	2	
DC		2

DI-CLOSED BY SIS

City Ordinance	6	
IPMC CODE	1	
MOVING TRAFFIC	7	
DI		14

DJ-Dismissed by Judge

City Ordinance	2	
DJ		2

DP-Dismissed by Prosecutor

City Ordinance	14	
IPMC CODE	2	
MOVING TRAFFIC	28	
Traffic	1	
DP		45

DW-DISMISSED NO WITNESS

City Ordinance	2	
DW		2

DX-FOUND NOT GUILTY AT TRIAL

City Ordinance	7	
IPMC CODE	1	
MOVING TRAFFIC	45	



My Filed Or Closed Cases Listing

Belton

11/2/2015 3:50:04 PM

Totals For Filed Date From 10/01/2015 To 10/31/2015

Posted Fee Totals For Transaction Date From 10/01/2015 To 10/31/2015

Violations Completed-Before Judge By Filed Date

Traffic	2	
DX		55
Total Violations Completed-Before Judge:		376

Violations Completed-Other By Filed Date

DO-DISMISSED BY OFFICER

City Ordinance	1	
DO		1

DS-DISMISSED STATE CHARGES

MOVING TRAFFIC	2	
DS		2

VD-Voided Docket

City Ordinance	1	
MOVING TRAFFIC	4	
VD		5

Total Violations Completed-Paid Fines: 8



My Filed Or Closed Cases Listing

Belton

11/2/2015 3:50:04 PM

Totals For Filed Date From 10/01/2015 To 10/31/2015

Posted Fee Totals For Transaction Date From 10/01/2015 To 10/31/2015

Total Violations Completed-Paid Fines:	162
Total Violations Completed-Before Judge:	376
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	8
<hr/>	
Total Violations Completed:	546
Total Violations Filed:	515
<hr/>	
Net Difference Filed - Completed:	-31

Warrants Issued

City Ordinance	95		
MOVING TRAFFIC	88		
Traffic	31		
Total Warrants Issued:	214	Total Violations:	214

Warrants Cleared

City Ordinance	73		
MOVING TRAFFIC	58		
Parking	1		
Traffic	34		
Total Warrants Cleared:	166	Total Violations:	166

Total Warrants Issued:	214
Total Warrants Cleared:	166
Net Difference:	48



My Filed Or Closed Cases Listing

Belton

11/2/2015 3:50:04 PM

Totals For Filed Date From 10/01/2015 To 10/31/2015

Posted Fee Totals For Transaction Date From 10/01/2015 To 10/31/2015

Violations Completed-Other Paid By Filed Date

AJ-SUSPENDED IMPOSITION OF SENTEN

MOVING TRAFFIC	4	
AJ		4

AP-Appealed

City Ordinance	2	
AP		2

CD-Completion date for school(s)

MOVING TRAFFIC	2	
CD		2

CL-CLOSED FOUND GUILTY

MOVING TRAFFIC	1	
CL		1

CN-Continued Arraignment

MOVING TRAFFIC	10	
Traffic	3	
CN		13

CS-Community Service Hours

MOVING TRAFFIC	1	
CS		1

CT-Continued Trial

City Ordinance	1	
CT		1

EX-Extension of time to pay



My Filed Or Closed Cases Listing

Belton

11/2/2015 3:50:04 PM

Totals For Filed Date From 10/01/2015 To 10/31/2015

Posted Fee Totals For Transaction Date From 10/01/2015 To 10/31/2015

Violations Completed-Other Paid By Filed Date

City Ordinance	1	
EX		1
IA-Initial Arraignment		
City Ordinance	2	
MOVING TRAFFIC	3	
IA		5
PP-Payment plan		
City Ordinance	22	
IPMC CODE	3	
MOVING TRAFFIC	41	
Traffic	13	
PP		79
VS-DIVERSION		
City Ordinance	6	
MOVING TRAFFIC	1	
VS		7
WI-Warrant Issued		
City Ordinance	1	
WI		1
Total Violations Completed-Other Paid:		117



My Filed Or Closed Cases Listing

Belton

11/2/2015 3:50:04 PM

Posted Fee Totals For Transaction Date From 10/01/2015 To 10/31/2015

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$1,680.00
CC (76)	COURT COSTS	\$3,757.24
CN (CA)	COURT NOTIFCATION AUTOMATION	\$735.43
CVC2 (74)	CRIME VICTIMS CITY	\$138.75
CVS2 (CV)	CRIME VICTIMS STATE	\$2,871.16
DM (82)	DOMESTIC VIOLENCE	\$749.00
DWI (77)	DWI RECOVERY COST	\$200.00
FINE (76)	FINE	\$51,219.99
ILFC (83)	ILF- CITY	\$749.63
IS (IS)	INMATE SECURITY FUND	\$748.50
RST (RS)	RESTITUTION	\$35.30
SR (SR)	SHERIFF RETIREMENT	\$1,208.05
TFC (78)	TRAINING FUND CITY	\$748.37
TFS (81)	TRAINING FUND STATE	\$402.68
WRNTFE (76)	WARRANT FINE	\$38.20

Report Totals: \$65,282.30

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. 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: Belton	Reporting Period: 10/2015
Mailing Address:	7001 E. 163rd St. Belton 64012	Software Vendor:	Tyler Technologies
Physical Address:	7001 E. 163rd St. Belton 64012	County:	CASS COUNTY
Telephone Number:	(816) 331-2798	Fax Number:	(816) 348-4439
Prepared by:	Laura Ellis	E-mail Address:	beltoncourts@beltonpd.org
Municipal Judge(s)	CHARLES C. CURRY	Prosecuting Attorney:	WILLIAM MARSHALL III
II. MONTHLY CASELOAD INFORMATION		Alcohol and Drug Related Traffic	Other Traffic
A. cases (citations / informations) pending at start of month		78	2,509
B. cases (citations / informations) filed		6	370
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		0	5
3. court / bench trial - NOT GUILTY		0	46
4. plea of GUILTY in court		5	182
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	152
6. dismissed by court		0	4
7. <i>nolle prosequi</i>		0	30
8. certified for jury trial (not heard in the Municipal Division)		0	0
9. TOTAL CASE DISPOSITIONS		5	419
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]		79	2,460
E. Trial de Novo and / or appeal applications filed		0	0
III. WARRANT INFORMATION (Pre and Post Disposition)		IV. PARKING TICKETS	
1. # issued during reporting period	214	# issued during period	0
2. # served/withdrawn during reporting period	166	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	1,383		
V. NET DISBURSEMENTS			
Fines	\$51,993.62	Restitution	\$35.30
Clerk/Court Fee (costs)	\$4,506.87	Parking ticket revenue (including penalties)	\$0.00
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00	Bond forfeitures (paid to city)	\$1,680.00
Peace Officer Standards and Training (POST) Commission surcharge	\$402.68	Bond refunds	\$0.00
Crime Victims Compensation (CVC) Fund surcharge	\$3,009.91	Total Other disbursements Use the Supplemental to itemize and enter the total here	\$200.00
Law Enforcement Training (LET) Fund surcharge	\$748.37		
Domestic Violence Shelter surcharge	\$749.00	Total Disbursements	\$65,282.30
Inmate Prisoner Detainee Security Fund surcharge	\$748.50		
Sheriffs' Retirement Fund surcharge	\$1,208.05		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Belton	Reporting Period: 10/2015
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SUPPLEMENTAL

Total Other disbursements. Enter additional surcharges and/or fees disbursed by the court not listed on the MUNICIPAL DIVISION SUMMARY REPORTING FORM. Use additional forms if necessary and enter the total on the Total Other disbursements line on the MUNICIPAL DIVISION SUMMARY REPORTING FORM. (Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.)

Other Disbursements	Amount
DWI RECOVERY COST	\$ 200.00
Total Other Disbursements	\$ 200.00
Include this total amount under Total Other disbursements on Municipal Division Summary Report Form	

.....

BELTON MUNICIPAL COURT
7001 E 163RD ST
BELTON, MO 64012
816-331-2798 phone
816-331-3179 fax

FAX transmittal

To: STATISTICS SECTION **Fax:** 573-526-0338

From: Laura Ellis **Date:** 11/2/2015

Re: MUN DIV REPORTING FORM **Pages:** 3 INCL THIS PAGE

CC:

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ATTACHED IS THE OCTOBER 2015 MUNICIPAL DIVISION REPORTING FORM FOR THE PERIOD OCTOBER 1, 2015 THROUGH OCTOBER 31, 2015 FOR THE BELTON MUNICIPAL COURT.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE COURT OFFICE AT (816)331-2798

**THANK YOU,
LAURA ELLIS**

CONFIDENTIAL

MEMORY TRANSMISSION REPORT

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ATTACHED IS THE OCTOBER 2016 MUNICIPAL DIVISION REPORTING FORM FOR THE PERIOD OCTOBER 1, 2015 THROUGH OCTOBER 31, 2015 FOR THE BELTON MUNICIPAL COURT.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE COURT OFFICE AT (816)331-2798

**THANK YOU,
LAURA ELLIS**

CONFIDENTIAL

SECTION VI
A

**TAX INCREMENT FINANCING
CONTRACT**

between

CITY OF BELTON, MISSOURI

and

I-49 INVESTORS, L.L.C.

for implementation of the

**CEDAR TREE
TAX INCREMENT FINANCING
REDEVELOPMENT PLAN**

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Table of Contents

1. Rules of Interpretation.....	2
2. Definitions.....	2
3. Redevelopment Area.....	7
4. Redevelopment Project Area.....	7
5. Project Improvements.....	8
6. Redevelopment Schedule.....	8
7. Design and Construction of Public Project Improvements.....	9
8. Design Criteria and Review Procedures for Project Improvements.....	9
9. Control of Project.....	11
10. Non-Permitted Uses.....	12
11. Certificate of Completion and Compliance.....	12
12. Financing Plan.....	13
13. Funding Sources and Uses of Funds.....	14
14. Cedar Tree CID.....	14
15. Conditions Precedent to Developer's Duties.....	16
16. Conditions Precedent to City's Duties.....	16
17. Payments in Lieu of Taxes.....	16
18. Economic Activity Taxes.....	17
19. Special Allocation Fund.....	19
20. Disbursements from Special Allocation Fund.....	19
21. Reimbursable Project Cost Certification.....	20
22. Full Assessment of Redevelopment Area.....	22
23. Business Occupant Approvals.....	22
24. Lease of Project Property.....	23
25. Sale or Disposition of Project Property.....	24
26. Progress Reports.....	25
27. Compliance with Laws.....	26
28. Assignment of Developer's Obligations.....	26
29. Transfer of Controlling Interests in Developer – City Approval.....	27
30. Indemnification.....	28
31. Breach Compliance.....	29
32. Excusable Delays.....	30
33. Notice.....	31
34. Modification.....	31
35. Effective Date and Term.....	31
36. Recording.....	32
37. Applicable Law.....	32
38. Relocation Costs.....	32
39. Administrative Costs and Expenses.....	32
40. Validity and Severability.....	33
41. Time and Performance are of the Essence.....	33
42. City's Legislative Powers.....	33
43. Relationship of Parties.....	33

1. Rules of Interpretation.....	2
2.	Definitions.....	2
3.	Redevelopment Area.....	8
4.	Redevelopment Project Area.....	8
5.	Project Improvements.....	8
6.	Redevelopment Schedule.....	8
7.	Design and Construction of Public Project Improvements.....	10
8.	Design Criteria and Review Procedures for Project Improvements.....	10
9.	Control of Project.....	12
10.	Non-Permitted Uses.....	13
11.	Certificate of Completion and Compliance.....	13
12.	Financing Plan.....	14
13.	Funding Sources and Uses of Funds.....	15
14.	Cedar Tree CID.....	16
15.	Conditions Precedent to Developer's Duties.....	17
16.	Conditions Precedent to City's Duties.....	17
17.	Payments in Lieu of Taxes.....	17
18.	Economic Activity Taxes.....	19
19.	Special Allocation Fund.....	20
20.	Disbursements from Special Allocation Fund.....	20
21.	Reimbursable Project Cost Certification.....	21
22.	Full Assessment of Redevelopment Area.....	23
23.	Business Occupant Approvals.....	24
24.	Lease of Project Property.....	25
25.	Sale or Disposition of Project Property.....	25
26.	Progress Reports.....	27
27.	Compliance with Laws.....	28
28.	Assignment of Developer's Obligations.....	28
29.	Transfer of Controlling Interests in Developer – City Approval.....	29
30.	Indemnification.....	30
31.	Breach-Compliance.....	31
32.	Excusable Delays.....	33
33.	Notice.....	33
34.	Modification.....	34
35.	Effective Date and Term.....	34
36.	Recording.....	34
37.	Applicable Law.....	34
38.	Relocation Costs.....	34
39.	Administrative Costs and Expenses.....	34
40.	Validity and Severability.....	35
41.	Time and Performance are of the Essence.....	36
42.	City's Legislative Powers.....	36
43.	Relationship of Parties.....	36

Exhibits

- A Legal Description of Redevelopment Area
- B Legal Description of Redevelopment Project Area 1
- C Site Plans of Project Improvements
- D Project Improvements
- E Redevelopment Schedule
- F Non-Permitted Uses
- G Redevelopment Project Cost Budget
- H Pre-Approved Business Occupants List
- I Assignment Agreement

REDEVELOPMENT CONTRACT

THIS REDEVELOPMENT CONTRACT (this "Contract") is entered into this ____ day of _____, 2015 (the "Effective Date"), by and between THE CITY OF BELTON, MISSOURI, a municipal corporation (the "City"), and 1-49 INVESTORS, L.L.C., a Missouri limited liability company (the "Developer").

RECITALS

A. The Tax Increment Financing Commission of Belton, Missouri (the "Commission") on September 16, 2015, recommended that City approve the Cedar Tree Tax Increment Financing Redevelopment Plan (the "Plan") in an area described in the Plan as set forth in **Exhibit A** attached hereto (the "Redevelopment Area"). As part of that recommendation, the Commission recommended that City determine that the Redevelopment Area is a Blighted Area and that it met all other applicable requirements under Missouri's Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, R.S.Mo., as amended (the "Act").

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B. The Plan provides for the construction of one redevelopment project ("Redevelopment Project 1") consisting of the following:

1. Renovation of approximately 92,000 square feet of retail at the existing Cedar Tree Shopping Center.
2. Improvement of the landscaping along Boatman's Plaza and Highway 58.
3. Mill and overlay Powell Parkway to enhance the roadway.
4. Construction and reconstruction of all support facilities such as ~~utilities and infrastructure~~, parking lots, street improvements, and sidewalks, ~~drainage as well as storm water detention~~ located within and supporting the Redevelopment Area as depicted on the Site Plans attached hereto as **Exhibit C**.

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C. The Commission further recommended that City select Developer to implement the Plan.

D. By Ordinance No. _____, adopted by the City Council on _____, 2015 ("Plan Ordinance"), City approved the Plan, determined that the Redevelopment Area is a Blighted Area and that it met the other applicable requirements of the Act, selected Developer to implement the Plan, and authorized City to enter into a contract with Developer for the implementation of the Plan and construction of Redevelopment Project 1 as described in the Plan.

E. The Plan contemplates that each Redevelopment Project Area will be designated by Ordinance for a redevelopment project area in conformance with the Act.

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

1. **Rules of Interpretation.** Unless the context clearly indicates to the contrary or unless otherwise provided herein, the following rules of interpretation shall apply to this Contract:

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A. The terms defined in this Contract which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document; provided, that nothing contained in this sentence shall be construed to authorize any such renewal, extension, modification, amendment or restatement other than in accordance with **Section 34** of this Contract.

B. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Contract shall refer to this Contract as a whole and not to any particular provision of this Contract. Section, subsection and exhibit references are to this Contract unless otherwise specified. Whenever an item or items are listed after the word "including", such listing is not intended to be a listing that excludes items not listed.

C. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include individuals, corporations, partnerships, limited liability companies, joint ventures, associations, joint stock companies, trusts, unincorporated organizations and governments and any agency or political subdivision thereof.

D. The table of contents, captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Contract.

E. All exhibits attached hereto and identified herein are incorporated herein by reference.

F. The provisions of the Plan, a copy of which is on file with the office of the City Clerk of the City, the ordinance adopted by the City Council designating Redevelopment Project Area 1 and the provisions of the Act as amended as of and including the date of this Contract, are all hereby incorporated herein by reference and made a part of this Contract.

G. The provisions of this Contract govern only Redevelopment Project Area I and Redevelopment Project I, with the exception being that Exhibit F applies to the entire TIF Plan and TIF Redevelopment Area. In the event any other projects or project areas are adopted by ordinance of the City Council within the Redevelopment Area, a separate and distinct agreement will be negotiated between the parties for such project and project area.

2. **Definitions.** Unless otherwise noted, all capitalized words or terms used in this Contract and defined in the Plan shall have the meaning ascribed to them in the Plan. In the event of a conflict between meanings under the Plan and under this Contract, the terms of this Contract

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shall govern. In addition thereto and in addition to words and terms defined elsewhere in this Contract, the following words and terms shall have the meanings ascribed to them in this **Section 2** unless the context in which such words and terms are used clearly requires otherwise.

A. "Act," the Real Property Tax Increment Allocation Redevelopment Act, R.S.Mo. Sections 99.800 *et seq.*, as amended.

B. "Affiliate," any person, entity or group of persons or entities which controls a party, which a party controls or which is under common control with a party. As used herein, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise. An affiliate must have common majority principles of the Developer.

C. "CID," the Cedar Tree CID formed pursuant to **Section 14**.

D. "CID Act," the Missouri Community Improvement District Act, R.S.Mo. §§ 67.1401, *et seq.*

E. "CID Costs," those Redevelopment Project Costs as identified on **Exhibit G** which may be reimbursed or funded from CID Revenue, in the event there is insufficient TIF Revenue at any given time to fund such costs.

F. "CID Obligations" bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by the City, or by any other appropriate issuer, approved by the City, that are paid solely from CID Revenue, the proceeds of which are used to pay or reimburse all or any portion of the CID Costs. Financing Costs, as defined in **Section 2.U** relating to CID Obligations shall be a Reimbursable Project Cost.

G. "CID Revenue," that portion of the revenue generated by the CID Special Assessment.

H. "CID Special Assessment," a special assessment as authorized under the CID Act in the amount of up to \$2.00 per square foot of useable building area within the boundaries of the CID.

I. "City," the City of Belton, Missouri.

J. "City Manager," the city manager of Belton, Missouri.

K. "Council" or "City Council," the governing body of Belton, Missouri.

L. "City Treasurer," the city treasurer of Belton, Missouri.

M. "Commission" or "TIF Commission," the Tax Increment Financing Commission of Belton, Missouri.

N. "County," Cass County, Missouri.

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O. "County Assessor," the assessor of Cass County, Missouri.

P. "County Collector," the collector of Cass County, Missouri.

Q. "Debt Service," the amount required for the payment of interest and principal on Obligations as they come due, for the payment of mandatory or optional redemption payments and for payments to reserve funds required by the terms of the Obligations to retire or secure the Obligations.

R. "Developer," I-49 Investors, L.L.C., a Missouri limited liability company, its successors and assigns, subject, however, to the provisions of **Section 28**.

S. "Economic Activity Account," the separate segregated account within the Special Allocation Fund into which fifty percent (50%) of Economic Activity Taxes are to be deposited.

T. "Economic Activity Taxes," or "EATs," the total additional revenue from taxes which are imposed by the City, County and other Taxing Districts, as hereinafter defined, and which are generated by economic activities within Redevelopment Project Area 1 over the amount of such taxes generated by economic activities within Redevelopment Project Area 1 in the calendar year prior to the adoption of the Ordinance designating Redevelopment Project Area 1, while Tax Increment Financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500, R.S.Mo., taxes levied for the purpose of public transportation pursuant to Section 94.660, R.S.Mo., licenses, fees or special assessments other than Payments in Lieu of Taxes and interest and penalties thereon. If a retail establishment relocates within one (1) year from one facility to another facility within the County and the Council finds that the relocation is a direct beneficiary of Tax Increment Financing, then for purposes of this definition the Economic Activity Taxes generated by the retail establishment shall equal the total additional revenues from economic activity taxes which are imposed by the City, County or other Taxing Districts over the amount of Economic Activity Taxes generated by the retail establishment in the calendar year prior to its relocation to Redevelopment Project Area 1.

U. "Financing Costs," those costs, substantiated to the City's satisfaction by documentation submitted by Developer to the City in compliance with **Section 21**, incurred by the undertaking of private loans to pay all or any portion of Reimbursable Project Costs incurred or estimated to be incurred, including but not limited to interest, loan fees, capitalized interest, financial advisor fees, legal fees, broker fees or discounts, original purchaser's discount, printing and other costs related to such financing. Any such costs related to the financing of non-Reimbursable Project Costs shall not be a Financing Cost. Unless expressly agreed to by Ordinance, Financing Costs shall not include any interest accruing on Redeveloper's equity investment in the Redevelopment ~~Area~~ Area (i.e., the portion of the Redevelopment Project Costs which are not also Reimbursable Project Costs).

V. "Land Use Approvals," those approvals required pursuant to City's zoning and subdivision regulations which are required for the construction of the Redevelopment Project.

W. "Legal Requirements," any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any and all jurisdictions, entities, courts, boards, agencies, commissions, councils, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence and specifically including but not limited to all ordinances, rules and regulations of the City, such as zoning ordinances, subdivision ordinances, building codes, and property maintenance codes.

X. "Maximum TIF Reimbursement," the maximum amount of Developer's Reimbursable Project Costs to be paid for under this Plan through TIF Revenue and CID Revenue shall not exceed \$2,967,703.00 plus interest on the advance funding of such costs at a rate of five percent (5%) per annum (the "Maximum TIF Reimbursement"). Interest shall be calculated annually and certified as a Reimbursable Project Cost. In all regards, the Maximum TIF Reimbursement shall not exceed a net present value of \$2,967,703.00, using a five percent (5%) discount rate.

Y. "Obligations," bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness, issued by the City, or by any other appropriate issuer approved by the City, to pay or reimburse all or any portion of the Reimbursable Project Costs, including CID Obligations. Financing Costs, as defined in Section 2.U, relating to Obligations shall be a Reimbursable Project Cost.

Z. "Ordinance," an ordinance enacted by the Council.

AA. "Payment in Lieu of Taxes," or "PILOTs," those estimated revenues from real property in Redevelopment Project Area 1, which revenues according to the Redevelopment Project or Plan are to be used for a private use, which Taxing Districts would have received had the City not adopted Tax Increment Financing, and which would result from levies made after the time of the adoption of Tax Increment Financing during the time the current equalized value of real property in Redevelopment Project Area 1, exceeds the total initial equalized value of real property in ~~each respective project area in Redevelopment Project Area 1~~ until the designation is terminated pursuant to subsection 2 of Section 99.850, R.S.Mo. Payments in Lieu of Taxes which are due and owing shall constitute a lien against the real estate of the redevelopment project from which they are derived, the lien of which may be foreclosed in the same manner as a special assessment lien as provided in Section 88.861, R.S.Mo.

BB. "Payment in Lieu of Taxes Account," the separate segregated account within the Special Allocation Fund into which Payments in Lieu of Taxes are to be deposited.

CC. "Plan," the Cedar Tree Tax Increment Financing Redevelopment Plan, approved by the Council pursuant to the Plan Ordinance, and any amendments thereto.

DD. "Plan Ordinance," Ordinance No. _____, passed by the City Council on _____, 2015, approving the Plan.

EE. "Project Improvements," those improvements described in Section 5.

FF. "Redevelopment Project 1," the development project within the Redevelopment Area and within Redevelopment Project Area 1, in furtherance of the objectives of the Plan.

GG. "Redevelopment Project Area 1," subject to approval by a Redevelopment Project Ordinance pursuant to the Act, that area legally described on Exhibit B and depicted on Exhibit C.

HH. "Redevelopment Project 1 Cost Budget," the budget setting forth the Redevelopment Project Costs, and identifying those Redevelopment Project Costs to be funded or reimbursed by TIF Revenue or CID Revenue, attached hereto as Exhibit G.

II. "Redevelopment Project Costs," include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to the Plan or Redevelopment Project 1, as applicable. Such costs include, but are not limited to, the following:

- (1) Costs of studies, surveys, plans, and specifications;
- (2) Professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services. Except the reasonable costs incurred by the Commission for the administration of Sections 99.800 to 99.865, R.S.Mo., such costs shall be allowed only as an initial expense which, to be recoverable, shall be included in the costs of the Plan or Redevelopment Project 1;
- (3) Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;
- (4) Costs of rehabilitation, reconstruction, or repair or remodeling of existing buildings and fixtures;
- (5) Initial costs for an economic development area;
- (6) Costs of construction of public works or improvements;
- (7) Financing costs as are necessary to yield a net present value reimbursement of \$2,967,703 using a five percent (5%) discount rate;

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(8) All or a portion of a Taxing District's capital costs resulting from Redevelopment Project I necessarily incurred or to be incurred in furtherance of the objectives of the Plan and Redevelopment Project I, to the extent the City by written agreement accepts and approves such costs;

(9) Relocation costs to the extent that the City determines that relocation costs shall be paid or are required to be paid by federal or state law; and

(10) Payments in Lieu of Taxes.

JJ. "Reimbursable Project Costs," the portion of Redevelopment Project Costs which, pursuant to the Plan and/or this Contract are eligible for payment or reimbursement from any of the following: (i) TIF Revenue or (ii) CID Revenue. Financing Costs are also considered Reimbursable Project Costs. Reimbursable Project Costs shall not exceed the Maximum TIF Reimbursement. The estimated Reimbursable Project Costs are set forth in **Exhibit G**.

KK. "Site Plans," the site plans generally depicting the Project Improvements attached hereto as **Exhibit C**.

LL. "Special Allocation Fund," the fund established by City into which, as required by the Act, seventy-five percent (75%) of Payments in Lieu of Taxes and fifty percent (50%) of Economic Activity Taxes are deposited for the purpose of paying Reimbursable Project Costs. The Special Allocation Fund shall be divided into at least two separate segregated accounts: the Payments in Lieu of Taxes Account and the Economic Activity Taxes Account.

MM. "Tax Increment Financing," tax increment allocation financing as provided pursuant to Sections 99.800, *et seq.* R.S.Mo., as amended.

NN. "Taxing Districts," any political subdivision of the State of Missouri having the power to levy taxes on sales or real property or utilities within Redevelopment Project Area I.

OO. "TIF Plan Termination Date," the earlier of December 1, 2031, or the date of repayment of all Reimbursable Project Area I Costs.

PP. "TIF Revenue," Seventy-five percent (75%) of Payments in Lieu of Taxes and fifty percent (50%) of Economic Activity Taxes.

QQ. "Total Initial Equalized Assessed Value," that amount certified by the County Assessor as the total equalized assessed value of all taxable real property within Redevelopment Project Area I, determined by adding together the most recently ascertained equalized assessed value of each taxable lot, block, tract or parcel of real property within Redevelopment Project Area I immediately after the Ordinance approving Redevelopment Project Area I has been approved by the Council.

3. Redevelopment Area. The Redevelopment Area consists of the area legally described on Exhibit A attached hereto.

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4. Redevelopment Project Area.

A. The Redevelopment Area will be developed in one (1) phase, Redevelopment Project Area 1, ~~in~~ in accordance with the provisions of this Contract and the Plan. Redevelopment Project Area 1 may not be changed, modified or amended except in accordance with the Act and this Contract.

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B. Designation of Redevelopment Project Area 1. Tax Increment Financing with respect to Redevelopment Project Area 1 shall become effective only upon the approval thereof by an Ordinance ("Redevelopment Project 1 Ordinance").

5. Project Improvements. In accordance with the Act and the terms and conditions of the Plan and this Contract, to ameliorate or satisfy those conditions which are the basis for eligibility and designation of the Redevelopment Area as a Blighted Area and otherwise eligible as a redevelopment area under the Act, Developer shall cause Redevelopment Area 1 and supporting areas to be redeveloped through the construction of the Project Improvements, as generally shown on the Site Plans attached hereto as Exhibit C, and consisting of:

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~~E.A.~~ A. Renovation of approximately 92,000 square feet of retail at the existing Cedar Tree Shopping Center.

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~~E.B.~~ B. Improvements of landscaping along Boatman's Plaza and Highway 58.

~~E.C.~~ C. Mill and overlay Powell Parkway to enhance the roadway.

~~E.D.~~ D. Construction and reconstruction of all support facilities such as ~~utilities and infrastructure~~ parking lots, street improvements, and sidewalks, ~~drainage as well as storm water detention~~ located within and supporting the Redevelopment Area.

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6. Redevelopment Schedule.

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~~G.A.~~ A. It is the intention of the parties that development activities within Redevelopment Project Area 1 be substantially commenced and completed on or before the dates set forth in Exhibit E attached hereto (the "Redevelopment Schedule.") Developer shall use reasonable efforts to complete, or cause to be completed, all of the Project Improvements and development-related activities, including in each case, but not necessarily limited to design, land preparation, environmental evaluation and remediation, construction, management, maintenance and procurement of financing in sufficient time to comply with the Redevelopment Schedule. Changes in the development program contemplated by the Plan that require a Plan amendment under the Act (as reasonably determined by City) shall be processed in accordance with the Act, and changes in the development program contemplated by the Plan that do not require a Plan amendment under the Act (as reasonably determined by City) may be made only by agreement of the parties hereto, (provided that City may agree to such changes through its City Manager or his designee). If Developer seeks to amend the Plan, Developer shall

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obtain the approval of City to such amendment, and City shall have the right to grant or withhold such approval upon the same terms and conditions, and subject to the same standards of review, as were applicable to City's initial approval of the Plan.

H.B. The parties hereto recognize and agree that market and other conditions may affect the Redevelopment Schedule. Therefore, the Redevelopment Schedule is subject to change and/or modification, with the written approval of City, which shall not be unreasonably withheld, delayed or conditioned, upon a showing by Developer of changed or adverse market or other conditions. The parties acknowledge that Developer will undertake construction of the Project Improvements at the same time Developer leases portions of Redevelopment Project Area 1, and that future tenants may dictate certain façade improvements, tenant improvements or other Project components which may affect the Redevelopment Schedule. While it is Developer's intention to complete the Project in one phase, tenant demands may require that portions of the Project are completed in multiple phases. As such, the City shall reasonably consider Developer's request for change and/or modification of the Redevelopment Schedule when necessary to accommodate tenant façade or other tenant-driven Project components. Any amendment to the Plan that is approved by City as provided herein shall immediately operate and be deemed to be an amendment to the approved Redevelopment Schedule and the provisions of this Contract. If Developer does not comply with the Redevelopment Schedule as set forth above, then, unless Developer requests an amendment of such Redevelopment Schedule prior to such violation and any amendment of the Redevelopment Schedule is so approved by the City as provided herein, City may require Developer to appear before the Council to show cause ~~why this Contract and for such delay, provided, however, that the Plan~~ sole remedy for failure to adhere to the Redevelopment Schedule shall not be terminated as provided in accordance with Section 31, 6.C. below.

I.C. Notwithstanding anything to the contrary herein, if a Certificate of Completion and Compliance is not issued with respect to Redevelopment Project 1, except for as provided in Section 6.D., by April 1/November 30, 2017, (the "Outside Completion Date"), City may require Developer to appear before the Council to show cause why this Contract and the Plan shall not be terminated in accordance with Section 31 (including the limitations contained in Section 31.F of this Contract); provided, however, that if changes to the Redevelopment Schedule are approved by the City pursuant to this Section 6, the Outside Completion ~~Dates~~ Date for each the applicable portion of Redevelopment Project set forth above shall automatically be adjusted accordingly. Provided, further, that in the event Developer does not comply with the Outside Completion Date, termination of this Contract shall be the sole remedy available to the City for such failure. In the event Developer does not comply with the Outside Completion Date, either City or Developer may elect the remedy of termination of this Contract. From and after the Outside Completion Date, any approval by City of any change or modification of the Redevelopment Schedule may be given or denied by City in its sole and subjective discretion, and the provisions of Section 32 shall not be applicable in determining whether this Contract and the Plan shall not be terminated in accordance with Section 3531.

D. As to the portion of Redevelopment Project I which pertains to building improvements, specifically, item (1) listed in Exhibit D, Developer must have substantially commenced this portion of Redevelopment Project I by November 30, 2017 ("Outside Commencement Date"), or the TIF Contract may be terminated by either the City or Developer for failure to adhere to the Redevelopment Schedule; provided, however, that if changes to the Redevelopment Schedule are approved by the City pursuant to this **Section 6**, the Outside Commencement Date for Redevelopment Project I set forth above shall automatically be adjusted accordingly. From and after the Outside Commencement Date, any approval by City of any change or modification of the Redevelopment Schedule may be given or denied by City in its sole and subjective discretion. Provided, further, that in the event Developer does not comply with the Outside Commencement Date, termination of this Contract shall be the sole remedy available to the City for such failure.

7. Design and Construction of Project Improvements.

J.A. Project Improvements. Developer shall cause the Project Improvements to be designed and constructed in accordance with the Plan, the Site Plans, the Land Use Approvals, and all Legal Requirements.

K.B. Utility Relocation – Project Improvements. The costs associated with relocating any existing utilities as a result of construction of the Project Improvements, if necessary, shall be paid by Developer and are not the responsibility of City; such costs shall be a Reimbursable Project Cost to the extent such costs are identified in the Redevelopment Project Cost Budget as eligible for reimbursement from TIF Revenue.

L.C. Inspections. Developer agrees to permit City, or its designees, to observe the construction of all Project Improvements in order to ascertain and determine that construction is being done in a manner consistent with this Contract, the Plan, the Site Plans and the Land Use Approvals.

8. Design Criteria and Review Procedures for Project Improvements.

M.A. Developer shall comply with and follow, or cause to be complied with and followed, all controls and design criteria relating to exterior improvements as shall be, from time to time, established as a part of the Plan, this Contract, the Site Plans and the Land Use Approvals in order to create an integrated, unified design.

N.B. Construction plans for the Project Improvements shall conform to the Site Plans. In order to insure that the Project Improvements and their construction will be in accordance with the provisions of this Contract, and in substantial agreement with proposals made by Developer to City, the parties agree as follows:

(1) In addition to all other rights of City under the Land Use Approvals or under this Contract, City shall have, and is hereby granted a right to reasonably approve as a condition precedent to the start of any construction of the Private Project Improvements: (a) the schematic design drawings; (b) the design development drawings; (c) the architectural designs for the Private Project

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Improvements including the quality of exterior finish and exterior materials; and (d) the type, quantity and placement of landscaping and streetscape throughout the Redevelopment Area. City shall have twenty-one (21) days from submittal of such materials to issue its approval or in the case approval is not given, the detailed reasons in writing for not granting approval. If the City fails to give its approval or the detailed reasons for not granting approval within the 21 day period, for purposes of this Contract only, such materials shall be deemed irrevocably approved by the City.

(2) No Project Improvements shall be commenced or made unless and until all the construction plans therefor, in the detail required by City, or any changes thereto, shall have been submitted to and approved in writing by City or the City staff, all in accordance with the Site Plans and **Section 8.B(1)** above. As such, the parties hereby agree that, notwithstanding Section 6A above and Exhibit E attached hereto, assuming timely submittal by Developer, the Developer shall not be required to commence any portion of the Project Improvements until a reasonable time following City's approval of such portion of the Project Improvements.

(3) To the extent of its authority, the City shall have the absolute right, in its sole judgment and discretion at any time, to approve a variance from conformance to, or a waiver of compliance with, the Site Plans and the Land Use Approvals relating to exterior improvements, or to eliminate any one or more of such requirements in connection with the approval or disapproval of the above construction plans or changes thereto.

(4) Following commencement of the construction of the Project Improvements and until said Project Improvements have been completed, Developer shall, as part of the report required by **Section 26**, describe in such detail as may reasonably be required by City, the progress of Developer in construction. During such period, the work of Developer shall be subject to inspection by representatives of City as described in **Section 9.A**.

(5) Unless otherwise provided by law, neither City, nor any officer, director, commissioner, member, employee or agent of the same, shall be liable to Developer with respect to construction plans or modifications submitted for approval, nor for any other action in connection with its or their duties hereunder. Developer agrees that it will not bring any action or suit to recover damages against City or any officer, director, commissioner, member, employee, or agent of any of them arising or in any way connected with the approval of or failure to approve any construction plans or changes submitted by Developer. Actions brought in equity or which otherwise do not seek to recover damages are not precluded by this **Section 8.B(5)**.

(6) Neither the review and approval by City of construction plans or changes, or any information submitted in connection therewith, nor, except as otherwise provided by law, the issuance of a building permit, shall be deemed or

construed to be a determination that the same are in compliance with any Legal Requirements; provided, however, that City shall notify Developer if it determines that any plans are not in compliance with any Legal Requirements. Review and approval of construction plans or changes by City shall not relieve Developer of any liability or responsibility in connection with any ongoing obligation to comply with any applicable Legal Requirements. The City agrees that it will consider in good faith and in due course all submittals and permits within its jurisdiction.

9. Control of Project.

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Q.A. Construction. Except as otherwise provided in this Contract, Developer shall have complete and exclusive control over construction of the Project Improvements that it owns or controls (the "Developer Controlled Improvements"), subject, however, to all Legal Requirements. As to all parts of Redevelopment Project I, during the period they are owned or controlled by Developer, or its assigns, Developer, or its assigns, hereby grants to City, its agents and employees the right to enter at reasonable times for the purpose of inspecting Redevelopment Project I so long as City provides Developer with reasonable advance notice and, if so desired by Developer, is accompanied by a representative of Developer.

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P.B. Dedication of Right of Way. Developer shall, at no cost to the City, dedicate all necessary right of way to the City and convey to the City all the real property it owns and controls necessary for construction of the Project Improvements. Developer and City acknowledge that as of the Effective Date no right of way is intended to be dedicated to the City and no real property is intended to be conveyed to the City; provided, however, that the Developer and the City will work together to comply with this Section 9.B. if necessary.

Q.C. Certificates of Occupancy. City shall not be obligated to issue any certificates of occupancy for any structures within Redevelopment Project Area I until certificates of substantial completion have been issued for the specific portion of the Project Improvements that relates to such certificate of occupancy. For purposes of determining whether the City is required to issue a certificate of substantial completion pursuant to this Section 9.C, substantial completion means that the relevant portions of the Project Improvements as above-described are functional and can be safely utilized by the general public for their intended purpose. Notwithstanding the City's issuance of a certificate of substantial completion for the relevant portions of the Project Improvements, Developer shall remain obligated to complete any remaining "punch list items" or other uncompleted aspects of such relevant portions of the Project Improvements in accordance with the approved Project Plans and in accordance with the Improvement Redevelopment Schedule. Developer shall notify City upon completion of the relevant portions of the Project Improvements described above and the City shall immediately commence and thereafter diligently proceed with its review and inspection of such portion of the Project Improvements to determine if a certificate of substantial completion can be issued. In the event the City has determined that the relevant portion of the Project Improvements has not been substantially completed, then City shall

provide Developer with a detailed written notice of the reasons why the certificate of substantial completion cannot be issued. For purposes of clarification, the only certificates of occupancy anticipated in connection with the Project are for improved individual tenant spaces. Developer shall only be required to seek a certificate of substantial completion for any specific tenant space prior to obtaining a certificate of occupancy for the same individual space (i.e., all tenant improvements in the center need not be completed prior to issuance of certificates of occupancy for each individual tenant space).

R.D. Maintenance and Repair. Developer, at no cost to the City, at all times shall (1) maintain and operate, or ~~caused cause~~ to be maintained and operated, all Project Improvements in a manner similar to other similarly aged and similarly situated mixed use development projects in the Kansas City metropolitan area, (2) timely make all necessary repairs to and replacements and restorations of all parts of the Project Improvements, (3) keep the Project Improvements in good condition, repair and appearance, and (4) maintain casualty insurance on the Project Improvements in an amount equal to the full replacement value thereof and provide City with evidence of such insurance upon demand. Unless such requirement is waived by the City, Developer shall contractually obligate any future tenant, purchaser, transferee, or developer to comply with the provisions of this **Section 9.D** for all portions of the Project Improvements, so long as permitted by law. ~~Developer shall use commercially reasonable efforts including, without limitation, excluding~~ the initiation of legal proceedings, to enforce the provisions of this **Section 9.D**. Unless such requirement is waived by the City, Developer shall include in every future lease, sales contract or other contract regarding property within the Redevelopment Area the provisions of this **Section 9.D** and further provide that City is an intended third party beneficiary of such provisions and as such, City has a separate and independent right to enforce such provisions directly against any such tenant or purchaser. ~~Developer shall use commercially reasonable efforts including, without limitation, excluding~~ the initiation of legal proceedings, to enforce such contract rights so long as permitted by law. Notwithstanding the foregoing, Developer shall not be required to amend any of its leases in effect upon the Effective Date hereof in order to reflect the provisions of this section or any other contained in this Contract.

10. **Non-Permitted Uses.** Developer shall take such action as is from time to time necessary to permit only such uses within the Redevelopment Area which conform to and are permitted by the Plan, the Site Plans and this Contract. Property within the Redevelopment Area may not be used for the purposes set forth in **Exhibit F** attached hereto, except by approval of the City Council unless such uses are presently existing at the time of the Effective Date.

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11. **Certificate of Completion and Compliance.**

S.A. Upon the completion of construction of Redevelopment Project 1, Developer may submit a report certifying that the Project Improvements contained therein have been completed in substantial accordance with the Plan, this Contract and the Site Plans and that it is in substantial compliance with all other provisions of this Contract. Developer shall, as part of this report, submit a certificate, certified by

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Developer, certifying that to the best of Developer's actual knowledge, the information contained therein is accurate, setting forth: (1) the total cost of completing the Project Improvements; (2) Redevelopment Project Costs incurred which are eligible for reimbursement from TIF Revenue pursuant to this Contract; and (3) the actual private equity and debt used to complete the Project Improvements, which may include capitalized interest to the extent actually paid to unrelated third parties during construction, but not during any "lease-up" period.

T.B. City may conduct an investigation, and if City determines that the Redevelopment Project has been completed in substantial accordance with the Plan, this Contract and the Site Plans as evidenced by a certificate of occupancy where appropriate and other applicable Legal Requirements, and that as of the date of Developer's certification request, all of Developer's duties pursuant to this Contract have been performed, then the City shall issue a Certificate of Completion and Compliance for the Redevelopment Project. If City determines that the Redevelopment Project has not been completed in substantial accordance with the Plan, this Contract or the Site Plans, or that Redevelopment Project Costs have not been incurred as certified, or that Developer is not in substantial compliance with the terms of this Contract, then the City shall not issue a Certificate of Completion and Compliance and shall specify in writing to Developer the reason(s) for withholding such certification. Upon request of Developer, City shall hold a hearing at which Developer may present new and/or additional evidence.

(1) The issuance of a Certificate of Completion and Compliance for the Redevelopment Project by City shall be a conclusive determination of the satisfaction of the covenants in this Contract with respect to the obligations of Developer to timely complete the Project Improvements within such Redevelopment Project, but shall not prevent City from future action in the event of any subsequent default by Developer in the performance of any of its other obligations under this Contract.

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(2) Each such certificate issued by City shall contain a description of the real property affected thereby and shall be in such form as will enable it to be accepted for recording in the Office of the Recorder of Deeds for Cass County, Missouri at Harrisonville.

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U.C. With the City's consent, such consent not to be unreasonably withheld, Developer may seek, and the City may issue, a Certificate of Completion and Compliance for a portion of the Redevelopment Project, subject to the same provisions set forth in Sections 11.A and 11.B.

12. Financing Plan.

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V.A. Within one hundred eighty (180) days after the date of execution of this Contract, Developer shall submit to City a financing plan (the "Financing Plan") for the financing of the Redevelopment Project Costs associated with Redevelopment Project 1. The Financing Plan shall set forth: (1) the sources of funds to pay Redevelopment Project Costs related to Redevelopment Project 1; and (2) the type and term of the sources of

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funds to pay said project costs, for City's review and approval, which approval will not be unreasonably withheld. Developer shall immediately notify City of any material changes in this information for City's review and approval, which approval will not be unreasonably withheld.

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W.B. Concurrently with delivery of the items described in Section 12.A above, Developer will deliver to City its certificate certifying, that to the best of its knowledge and belief: (1) such sources of funds and financing commitments will enable Developer to timely implement the Redevelopment Project by constructing the Project Improvements required by the terms of this Contract to be constructed as part of Redevelopment Project 1, (2) the information contained therein, taken as a whole, is accurate in all material respects and complete for the purposes for which used and made, and (3) the information contained therein does not fail to state any material facts necessary in order to make the statements or representations made therein, in light of the circumstances under which they were made, not misleading. By delivering the items described in Section 12.A above, Developer shall be deemed to have made such representation and warranty even if Developer fails to deliver its certificate as provided herein. Developer's warranties and representations as set forth herein shall be deemed to be ongoing until termination or expiration of this Contract.

13. Funding Sources and Uses of Funds.

X.A. Private Funds. Subject to Developer rights of reimbursement pursuant to this Contract, Developer shall construct the Project Improvements with private funds (the "Private Funds"). Private Funds will be derived from a combination of Developer's equity, equity investment provided by third parties, and debt incurred by Developer or third parties.

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Y.B. Obligations.

(1) Issuance. The Plan and this Contract do not allow for the issuance of Obligations to finance Reimbursable Project Costs. However, the Governing Body may, in the future, determine to issue one or more series of Obligations in conjunction with the reimbursement of or direct payment of Reimbursable Project Costs. The City shall take all necessary action to place the request for the issuance of Obligations before the Council. Subject to review and standard procedure, the City shall, in its sole and reasonable discretion, consider such request to authorize the issuance of Obligations as provided for in the Act. Obligations shall be issued in an amount, on terms, at an interest rate or rates determined by market conditions at the time of issuance and under terms and conditions deemed acceptable by the City in their sole discretion. The underwriter(s) for any Obligations shall be selected by City and Developer. In all instances, the purchasers of the Obligations must be a qualified institutional buyer (as that term is defined in Rule 144A promulgated under the Securities Act of 1933) or an accredited investor (as that term is defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933).

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Z.C. CID Obligations. It is not anticipated that CID Obligations will be issued for the reimbursement of or direct payment of CID Costs. During the term of the TIF Plan, CID Revenue will be pledged, wholly to fund CID Costs.

14. Cedar Tree CID.

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AA.A. Petition and CID Special Assessment. Developer has submitted a petition to the City in accordance with the CID Act to form the Cedar Tree Community Improvement District (the "CID").

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BB.B. CID-Contract Cooperative Agreement with City. After the CID has been formed, and prior to the start of construction of those Project Improvements identified on the Redevelopment Project Budget whose costs are eligible for reimbursement from CID Revenue, Developer shall use good faith efforts to cause the CID board of directors to immediately enter into a contract with City in a form reasonably acceptable to City and the CID with regard to funding of the CID Costs ("~~CID-Contract~~Cooperative Agreement"). The ~~CID-Contract~~Cooperative Agreement shall include conditions precedent to the CID's issuance of CID ~~obligations~~Obligations, if applicable. The ~~CID-Contract~~Cooperative Agreement shall also require City's written approval prior to the issuance of CID ~~obligations~~Obligations by the CID; during the term of this Contract. The ~~CID-Contract~~Cooperative Agreement shall include, without limitation, provisions granting City (1) the right to review and approve all budgets (capital or operating) of the CID prior to adoption thereof by the CID; provided, however, that the City shall not have the right to approve the budgets of the CID (but the City shall have the right to review and comment on the budgets of the CID as provided in the CID Act) after the CID Costs have been paid in full through CID Revenue, (2) the right, but only if requested by the CID, to collect, on behalf of the CID, the CID Revenue, and to collect a fee therefore, (3) during the term of the TIF Plan, the right to certify CID Costs incurred by Developer as eligible for funding from CID Revenue in a manner similar to the certification of Reimbursable Project Costs set forth in Section 21, and (4) such other provisions as City and the CID shall reasonably determine to be necessary. Provided however, the City shall not disapprove any provision of the ~~CID-Contract~~Cooperative Agreement or any budget that is consistent with provisions of this Contract as it relates to the CID. It is the intent of all parties that the provisions of the CID petition, identification of CID projects, use of CID Revenue, and provisions of the ~~CID-Contract~~Cooperative Agreement be designed and implemented with the purpose that CID Revenue will be used to the maximum extent possible to fund CID Costs and to the extent permitted by the CID Act, other Reimbursable Project Costs, so as to allow for the termination of the Plan and this Contract at the earliest possible date. Other than as limited by law, if at all, nothing contained herein shall limit the operation and existence of the CID following termination of this Contract pursuant to the terms of the CID Petition and Cooperative Agreement.

CC.C. Imposition of CID Special Assessment. The Developer may impose a Special Assessment of up to \$2.00 per square foot of useable building area within the Redevelopment Area. CID Revenues will be used to fund Redevelopment Costs contemplated as part of the TIF Plan or otherwise contemplated pursuant to the Cooperative Agreement until the termination of this Contract.

~~DD.D.~~ CID Costs. The CID petition and CID ~~Cooperative Agreement~~Contract shall only allow CID Costs or such other projects as the City may approve to be funded from CID Revenue while tax increment financing and the TIF Contract remains in effect.

~~EE.E.~~ Developer shall either (i) include in any instrument in which Developer transfers ownership of any parcel in the Redevelopment Area language whereby the transferee accepts and agrees to comply with the above covenants or (ii) record a document of record against the property Developer owns in the Redevelopment Area binding Developer's successors to comply with the above covenants, which document shall be recorded prior to Developer transferring ownership of any parcel in the Redevelopment Area.

~~FF.F.~~ City shall take all reasonable efforts to cooperate with Developer in Developer's obligation to establish the CID, including considering in good faith and due course any necessary City approvals related to the CID formation, provided that any approval by City of a petition for the establishment of the CID shall be predicated and conditioned upon the petition's conformance to and compliance with the terms of this Contract, the Plan and Legal Requirements.

15. Conditions Precedent to Developer's Duties. Developer's obligations hereunder are expressly conditioned upon the occurrence of each of the following events:

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~~GG.A.~~ Execution of the CID ~~Cooperative Agreement~~Contract by the CID and City.

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~~HH.B.~~ City approval of (i) the design, construction and landscaping plans for the Project Improvements, and (ii) all zoning, subdivision and permit applications required for implementation of the Plan, which the City agrees to consider in due course.

16. Conditions Precedent to City's Duties. City's obligations hereunder are expressly conditioned upon the occurrence of each of the following events:

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~~II.A.~~ The execution of the CID ~~Cooperative Agreement~~Contract by the CID and City.

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~~II.B.~~ City approval of (i) the design, construction and landscaping plans for the Project Improvements, and (ii) all zoning, subdivision and permit applications required for implementation of the Plan, which the City agrees to consider in due course.

17. Payments in Lieu of Taxes.

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~~KK.A.~~ Pursuant to the provisions of the Plan and the Act, when Tax Increment Financing is established by Ordinance within Redevelopment Project Area 1 ("Redevelopment Project Ordinance"), the real property located therein is subject to assessment for annual Payments in Lieu of Taxes. Payments in Lieu of Taxes shall be due November 30 of each year in which said amount is required to be paid and will be considered delinquent if not paid by December 31 of each such year or as otherwise determined by applicable law. The obligation to make said Payments in Lieu of Taxes

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shall be a covenant running with the land and shall create a lien in favor of City on each such tax parcel as constituted from time to time and shall be enforceable against Developer, and its successors and assigns in ownership of real property in Redevelopment Project Area 1 during the period each owns such real property. During the term of the Plan, twenty-five percent (25%) of the Payments in Lieu of Taxes annually collected will be returned to the affected real property taxing jurisdictions, and the balance of Payments in Lieu of Taxes ~~after funding the City's incidental expenses~~ will be made available, after funding or reimbursement of City administrative costs pursuant to Section 39, for funding or reimbursement of Reimbursable Project Costs or Obligations, if any, issued to fund Reimbursable Project Costs.

~~E.B.~~ Failure to pay Payments in Lieu of Taxes as to any property in Redevelopment Project Area 1 shall constitute a default by the owner of such property of the provisions of Section 31, and shall entitle City, the County Collector or any other government official or body charged with the collection of any such sums (any one or more of such persons hereinafter individually or collectively referred to as the "Collection Commission") to proceed against such property and/or the owner thereof as in other delinquent property tax cases or otherwise as permitted at law or in equity; provided, however, that the failure of any property in Redevelopment Project Area 1 to yield sufficient Payments in Lieu of Taxes because the increase in the current equalized assessed value of such property is or was not as great as expected, shall not constitute a breach or default. Promptly upon the designation and approval of a Redevelopment Project Ordinance with respect to Redevelopment Project 1, City shall use all reasonable and diligent efforts to promptly notify the County Assessor, County Collector, the City Director of Finance, the City Treasurer and all other appropriate officials and persons and seek to assess the property therein as described in the Act and fully collect the Payments in Lieu of Taxes and implement reimbursement of Reimbursable Project Costs as provided in this Contract and in the Plan. Developer shall from time to time, but not more often than every 6 months, provide to City prior to and upon the completion of Redevelopment Project 1, a report, certified to City by Developer, setting forth the total amount expended from time to time by Developer or any Affiliate of Developer with respect to the construction of any improvements in the Redevelopment Area. Unless the City Council waives this requirement as to a particular purchaser or tenant, Developer shall also use commercially reasonable efforts to contractually obligate any purchaser or future tenant of any property in the Redevelopment Area to provide to City from time to time but not more often than every 6 months prior to and upon the completion of Redevelopment Project 1, a report, certified to City by such purchaser or future tenant, setting forth the total amount expended from time to time by such purchaser or future tenant or any Affiliate of such purchaser or future tenant with respect to the construction of any improvements in the Redevelopment Area and Developer shall use commercially reasonable efforts ~~including, without limitation, the, excluding~~ initiation of legal proceedings, to enforce such provision. It is acknowledged that any such report may be provided by City to the County Assessor or other governmental authority from time to time having responsibility for determining the assessed value of any property in Redevelopment Project Area 1 to allow such authority to more accurately determine the assessed value of any such property (but only to such parties and the City shall otherwise keep such information confidential, except for disclosures the City is legally required to

make pursuant to any Legal Requirements). Notwithstanding the foregoing, Developer shall not be required to amend any of its leases in effect upon the Effective Date hereof in order to reflect the provisions of this section or any other contained in this Contract.

MM.C. Notwithstanding anything to the contrary, herein, ~~the~~ any lien on property within Redevelopment Project Area 1 as described in Section 17.A. shall be deemed (1) released as to any public street or other public way included within any plat proposed by Developer, effective upon the passage of an Ordinance by City approving the same, and (2) subordinated to the lot lines, utility easements and other similar matters established by any such plat (but not to any private access or parking rights granted or created by any such plat), effective upon the passage of Ordinance by City as aforesaid, and to any easement or like interests granted to City or any public utility for public facilities or utilities or connection(s) thereto.

18. **Economic Activity Taxes.** In addition to the Payments in Lieu of Taxes described herein, and pursuant to Section 99.845 of the Act, fifty percent (50%) of Economic Activity Taxes shall be allocated to, and paid by the collecting officer to the City Treasurer or other designated financial officer of City, who shall deposit such funds in the Economic Activity Account within the Special Allocation Fund. Following the approval of Redevelopment Project 1, for as long as Redevelopment Project Area 1 is subject to Tax Increment Financing, Economic Activity Taxes shall be determined in accordance with the following procedures (subject to the provisions of Section 99.845 of the Act):

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NN.A. **Documentation of Economic Activity Taxes.** Developer, its successors and assigns shall use good faith commercially reasonable efforts to negotiate to contractually obligate any future tenant or business to provide City with documentation of sales tax receipts for each business in Redevelopment Project Area 1, indicating the type and amount of the Economic Activity Taxes paid by each such tenant or business located within Redevelopment Project Area 1. Developer shall use good faith efforts to negotiate to include the provisions as specified in **Section 24** in all lease documents with future tenants located within Redevelopment Project Area 1 requiring said sales tax information to be provided to City. Unless such requirement is waived by City, a similar provision shall be included in all sales contracts with purchasers of property located in Redevelopment Project Area 1 requiring said sales tax information to be provided to City. Developer agrees to cooperate with the City, at no cost or expense to Developer, in the City's enforcement of said provisions to the maximum extent permitted by law, and Developer hereby agrees that each such lease or sales contract shall provide that City is an intended third party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against any such ~~tenant or purchaser.~~ future tenant or purchaser. Notwithstanding the foregoing, Developer shall not be required to amend any of its leases in effect upon the Effective Date hereof in order to reflect the provisions of this section or any other contained in this Contract.

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OO.B. **Certification by City.** City, following reasonable research and investigation, using independent consultants, accountants and counsel when appropriate at City's expense, but subject to reimbursement as a Reimbursable Project Cost, shall certify the nature and amount of Economic Activity Taxes payable by each Taxing

District from which Economic Activity Taxes are due, or as otherwise required by the procedures and requirements of the Taxing District from time to time established.

PP-C. Presentation to Taxing Districts. City shall deliver by mail or hand delivery its certification of Economic Activity Taxes payable by each Taxing District to the governing body of each such Taxing District and shall follow such procedures and requirements of the Taxing District from time to time established with respect to obtaining the deposit of the Economic Activity Taxes payable by each Taxing District into the Special Allocation Fund.

QQ-D. Net New Sales Calculation For Relocations. During the term of this Contract, Developer shall not, without the approval of the City, convey, lease or sell any portion of the Redevelopment Area to any business operation that will operate under the same trade name as any business which is then located within the corporate boundaries of the City if unless: 1) such tenant's lease is expired or expiring; 2) the location which the tenant is currently located is not being maintained to commercially reasonable standards by the tenant's current landlord; 3) such tenant requires materially more or less square footage for operation of its business; or, 4) it is more likely than not that such business intends to close its existing business and relocate such business operation within the City absent relocation to the Cedar Tree Shopping Center; however, City Council consent is required prior to the allowance of any tenant relocating from an existing or future Tax Increment Financing Area in the Redevelopment Area. ~~City.~~ If an existing retail establishment within Cass County, ~~including a retail establishment within the City where the City Council approved the intra-City relocation of such retail establishment to the Redevelopment Area,~~ relocates within one year from such County facility to a facility within Redevelopment Project Area 1 and the City Council determines that the retail establishment is a direct beneficiary of Tax Increment Financing, then in accordance with the provisions of the Act, the Economic Activity Taxes generated by the retail establishment shall equal the amount by which the total additional revenues from Economic Activity Taxes which are imposed by City and other Taxing Districts exceeds the amount of Economic Activity Taxes generated by the retail establishment in the calendar year prior to its relocation to Redevelopment Project Area_1.

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19. Special Allocation Fund. The City Treasurer shall establish and maintain the Special Allocation Fund which shall contain at least two (2) separate segregated accounts. Payments in Lieu of Taxes shall be deposited into the Payment in Lieu of Taxes Account within the Special Allocation Fund. Fifty percent (50%) of Economic Activity Taxes shall be deposited into the Economic Activity Account within the Special Allocation Fund. TIF Revenue so deposited and any interest earned on such deposits will be used for the payment of Reimbursable Project Costs, and for the distribution to the Taxing Districts, in the manner set forth in the Plan and this Contract.

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20. Disbursements from Special Allocation Fund. Disbursements from the Special Allocation Fund, to the extent available, will be made in the following manner and order of preference:

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A. 25% Taxing Jurisdiction Payment. Payment to the Taxing Districts in the same manner and proportion as the most recent distribution by the Cass County Collector to the affected Taxing Districts of real property taxes for real property in the Redevelopment Area and in an amount which when added to the taxes generated by the initial equalized assessed value is calculated to average an annual amount equal to 25% of the real estate taxes diverted by approval of the Plan. The payment provided for under this **Section 20.A** shall be made solely from the Payments in Lieu of Taxes Account of the Special Allocation Fund.

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B. Payment of City Administrative Costs. Funds in the Special Allocation Fund shall then be used to reimburse the City for those administrative costs and expenses incurred by the City that are eligible for reimbursement pursuant to the terms of this Contract (the "City Administrative Costs") that have not otherwise been paid for by the Developer, as further described in **Section 39** herein.

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C. Payment of Developer's Reimbursable Project Costs- Maximum TIF Reimbursement. The maximum amount of Developer's Reimbursable Project Costs to be paid for under this Plan through TIF Revenue and CID Revenue shall not exceed \$2,967,703.00 plus interest on the advance funding of such costs at a rate of five percent (5%) per annum (the "Maximum TIF Reimbursement"). Interest shall be calculated annually and certified as a Reimbursable Project Cost. In all regards, the Maximum TIF Reimbursement shall not exceed a net present value of \$2,967,703.00, using a five percent (5%) discount rate.

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D. Maximum Length of TIF Plan. The Plan shall terminate at the earlier of December 1, 2031 or the repayment of the Maximum TIF Reimbursement.

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E. Distribution of Surplus to Taxing Districts. Subject to financial considerations, it is the intent of the parties that Reimbursable Project Costs be paid as soon as possible. After all other Reimbursable Project Costs have been paid as provided in this **Section 20.E**, and after a Certificate of Completion and Compliance has been issued for the Redevelopment Project 1, then on December 31st of each year until the Plan is terminated, the funds remaining in the Special Allocation Fund, if any, shall be disbursed to the appropriate Taxing Districts in accordance with the Act, which payment shall not be made unless City is retaining enough money for reasonable reserves and Reimbursable Project Costs in future years.

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21. Reimbursable Project Cost Certification.

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RR.A. Request for Certification. Attached to this Contract as **Exhibit G** is a list of those Developer expenses reimbursable either from TIF Revenue or CID Revenue. Only Developer, and those successors and assigns of Developer that have been assigned rights under this Contract pursuant to an Assignment Agreement in accordance with **Section 28**, shall have the right to submit requests for certification for Reimbursable Project Costs under the line items and within the budget amounts identified on

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Exhibit G. Developer shall submit its request for certification of Reimbursable Project Costs incurred within one hundred twenty (120) days of incurring any such costs. For all Reimbursable Project Costs incurred by Developer prior to the execution of this Contract, such Reimbursable Project Costs shall be submitted for certification within one hundred twenty (120) days from the date of execution of this Contract. City shall notify Developer of its submission of each Certification Application submitted by City, and Developer shall have the right to review any Certification Application submitted by City, and to comment upon any Certification Application submitted by City prior to the disbursement of funds to City or the issuance of a "Draw Certificate" (as defined in this Section); provided, however, Developer shall provide any such comments in writing within 45 days after receipt of the City's Certification Application. Upon Developer's presentation to City of an application for certification of Reimbursable Project Costs which details Reimbursable Project Costs paid in accordance with this Contract and the Plan, together with such supporting documentation (including copies of invoices, canceled checks, receipts, lien waivers, and such other supporting documentation as City shall reasonably require) as City shall reasonably determine to be necessary (the "Certification Application"), City shall review, verify and confirm the information included in the Certification Application. The Certification Application shall (1) separately identify each item of Reimbursable Project Cost by a specific line item category detailed in the Redevelopment Project 1 Cost Budget, (2) aggregate all costs in the Certification Application by reimbursable line item category as set forth in the Redevelopment Project 1 Cost Budget, (3) include a report setting forth the total amount, by reimbursable line item category from the Redevelopment Project 1 Cost Budget of all Reimbursable Project Costs set forth in the then-current Certification Application and all prior Certification Applications approved by City or for which approval is pending, and (4) include a report setting forth the Developer's estimate of the approximate percentage of work, by reimbursable line item category from the Redevelopment Project 1 Cost Budget completed as of the date of the current Certification Application. If City determines that: (i) the Certification Application accurately reflects Reimbursable Project Costs paid in accordance with this Contract and the Plan; (ii) the Reimbursable Project Costs for which certification is requested (considered in combination with all prior amounts certified for the same cost category or item, as applicable) are reasonable and consistent with the Financing Plan and in accordance with the Redevelopment Project 1 Cost Budget; it shall approve the Certification Application and issue a draw certificate (the "Draw Certificate"). If City, pursuant to its review of such Certification Application and supporting documentation, determines that any portion of the request for reimbursement should not be approved, it shall promptly state in writing the reasons for such disapproval to Developer. The City shall issue the Draw Certificate, or the written notice to Developer of the reasons for disapproval of Developer's Certification Application, within 45 days after Developer submits the Certification Application. No Certification Application will be approved if it exceeds the applicable cost category of the Redevelopment Project Cost Budget (except as provided in **Section 21.B** below) or if it causes the total Reimbursable Project Costs to exceed the reimbursable amounts within the Redevelopment Project 1 Cost Budget, without prior City approval. Any such disapproval of Developer's request may be appealed by Developer to the Council, which shall upon Developer's request hold a hearing at which Developer may present new

and/or additional evidence. At the option of the City Manager or his designee, each Certification Application for Reimbursable Project Costs may be approved administratively, and if the City Manager or his designee elects to approve such Certification Application administratively, no action of the Council shall be required to approve such Certification Application. All Certification Applications and Draw Certificates for City Reimbursable Project Costs may be approved by the City Manager or his designee administratively, and Developer shall not be required to approve or consent to any such Certification Application or Draw Certificate for City Reimbursable Project Costs prior to the disbursement of funds to City; provided, however, in the event Developer disputes any portion of the City's Certification Application, then, prior to disbursement of funds to City or the issuance of a Draw Certificate, but not later than 45 days after Developer's receipt of City's Certification Application, Developer may request a hearing before the Council, which upon Developer's request, the Council will hold a hearing at which Developer may present evidence as to why the City's Certification Application should be denied.

SS.B. Reallocation of Cost Savings. Developer shall, in each Certification Application, identify the specific line item assigned within the Redevelopment Project Cost Budget as to each Reimbursable Project Cost for which certification is requested. If, after any portion of Redevelopment Project I, as permitted by Section 11.C, has been completed in accordance with the Plan, there have been cost savings in the amount expended with respect to any specific Reimbursable Project Cost line item in the Redevelopment Project Cost Budget for Redevelopment Project I, or portion thereof, and there remains unallocated amounts in any line item in the Redevelopment Project Cost Budget within such completed item, then any such amounts shall be allocated to a separate category (the "Cost Savings Category"). The line item amounts allocated to the Cost Savings Category may then be utilized to reimburse or fund the Developer for funds expended by Developer on cost overruns for any Reimbursable Project Costs line item in the Redevelopment Project Cost Budget that have not been funded or reimbursed from funds within the Special Allocation Fund where such cost overruns occurred, so long as the line item does not have a zero for the anticipated reimbursement (as presented to the Tax Increment Financing Commission and contemplated as part of the Plan's economic analysis). For example and for illustration purposes only, if Developer completes construction of improvements to Powell Parkway and the City provides written notice to Developer that Developer has completed construction of the improvements to Powell Parkway in accordance with the Plan and the cost savings within one or more of the line items within Redevelopment Project Cost Budget equals \$20,000, then \$20,000 would be allocated to the Cost Savings Category. The allocated amount of \$20,000 in the Cost Savings Category could then be used to reimburse Developer in the event there are cost overruns in any other Reimbursable Project Cost line item, so long as the line item does not have a zero for anticipated reimbursement, in the Redevelopment Project Cost Budget that has not been funded or reimbursed from funds within the Special Allocation Fund.

22. Full Assessment of Redevelopment Area. After the payment of the Maximum TIF Reimbursement or the Maximum Term of the TIF Plan is reached, whichever comes first, City shall adopt an Ordinance dissolving the Special Allocation Fund and terminating the designation of the Redevelopment Area as a redevelopment area under the Act (the "Termination

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Ordinance"). From that date forward, all property in the Redevelopment Area shall be subject to assessments and payment of all ad valorem taxes, including, but not limited to, City, State, and County taxes, based on the full true value of the real property and the standard assessment ratio then in use for similar property by the County Assessor. After the adoption of the Termination Ordinance, the Redevelopment Area shall be owned and operated by Developer free from the conditions, restrictions and provisions of the Act, of any rules or regulations adopted pursuant thereto, of the Ordinance, of the Plan, and of this Contract, except as otherwise set forth herein or therein.

23. Business Occupant Approvals.

~~TT.A.~~ Developer shall have complete and exclusive control over the sale and leasing of property which it owns within the Redevelopment Area including, without limitation, the fixing of rentals and the selection or rejection of tenants; ~~provided, however, that City shall have the right to review and approve any and all business occupants who occupy spaces of 25,000 square feet or larger until the Plan is terminated, unless such business occupant is on the pre-approved business occupant list attached as Exhibit H.~~ City's review and approval of said business occupants shall be based on a determination by the Council or its designee that the location of a particular business occupant in the Redevelopment Area will, at a minimum, meet the following criteria:

(1) ~~The business occupant will promote the economic viability, vitality and economic success of City, the Redevelopment Area and Redevelopment Project I.~~

(2) ~~The business occupant will promote the economic viability and growth of City as a whole by providing that a variety of quality and/or upscale (as determined by City) goods and services are available in City to serve the needs of the residents, including those residents who may currently be meeting such needs making purchases at retail facilities located outside of City.~~

(3) ~~The business occupant will assist City in maintaining or increasing property values in the Redevelopment Area, and will not adversely affect property values in surrounding areas or City as a whole.~~

(4) ~~The location of the business occupant in the Redevelopment Area will not result in the relocation of an existing business in City into the Redevelopment Area, thereby reducing the tax revenues generated for the affected taxing jurisdictions by the existing business at its current location and/or reducing the revenues that would otherwise be generated within the Redevelopment Area and deposited into the Special Allocation Fund for purposes of assisting in funding the Redevelopment Project Costs.~~

~~A list of pre-approved business occupants submitted by Developer and hereby approved by the Council is attached hereto as Exhibit H. No business occupant within the Redevelopment Area occupying space of 25,000 square feet or larger that is not on the pre-approved business occupant list attached as Exhibit H will be permitted unless~~

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~~such business occupant is approved by Council based on the foregoing criteria. City shall consider Developer's request to update Exhibit H from time to time. Any rejection by City of such an update shall be based upon the criteria set out in (1) through (4) of this Section 23.A. Any such rejection of Developer's request may be appealed by Developer to the Council, which shall upon Developer's request hold a hearing at which Developer may present new and/or additional evidence.~~

~~B. B.—Developer shall at all times during the term of this Contract take such commercially reasonable actions as are necessary to implement the Plan.~~

24. Lease of Project Property. Subject to Section 25, Developer, or any third party, may lease real property within the Redevelopment Area. Unless the City Council waives this requirement as to a particular tenant, Developer shall insert in any such lease, and include a provision in the "Declaration of Restrictive Covenants" (as defined in Section 25 of this Contract) requiring any third party to insert, the following language (or similar language) and shall have such Developer lease signed by the lessee indicating acknowledgment and agreement to the following provision:

Economic Activity Taxes and Sales Taxes: Tenant acknowledges that the Leased Premises are a part of a TIF redevelopment area in Belton, Missouri (the "City") and that certain taxes generated by Tenant's economic activities, including sales taxes and utility taxes will be applied in payment of certain costs related to the development. Tenant shall forward to the City Finance Department copies of Tenant's State of Missouri sales tax returns for its sales within the Leased Premises when and as they are filed with the Missouri Department of Revenue, quarterly copies of all utility bills paid in relation to the Leased Premises identifying the amount of taxes paid on such utilities, and, upon request, shall provide such other reports and returns regarding other state or local taxes generated by Tenant's economic activities upon the Leased Premises as the City shall require, all in the format prescribed by the City.

Developer shall use commercially reasonable efforts ~~including, without limitation,~~ excluding the initiation of legal proceedings, to enforce said provision. Within fifteen (15) days subsequent to its execution, Developer shall provide a certification to City, signed by Developer and each such future tenant, confirming that the lease includes the provisions satisfying Developer's obligation as set forth in this Section 24. Failure of Developer to require that such restrictions be placed in any such lease shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Redevelopment Area. The City shall comply with all applicable state laws limiting disclosure of sales tax information related to individual businesses provided to the City as documentation of Economic Activity Taxes. Notwithstanding the foregoing, Developer shall not be required to amend any of its leases in effect upon the Effective Date hereof in order to reflect the provisions of this section or any other contained in this Contract.

25. Sale or Disposition of Project Property.

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~~III.A. Developer's Right to Sell Property.~~ Subject to recording of the Declaration of Restrictive Covenants set out in **Section 25.C** below, Developer shall have the right to sell, convey, transfer or otherwise dispose of any property or property interest in the Redevelopment Area without the City's consent or approval. Developer's rights under this **Section 25.A** shall in no way be construed as limiting the City's other rights pursuant to this Contract, including, without limitation, the City's right to review and approve business occupants who occupy spaces of 25,000 square feet or larger in accordance with **Section 23** of this Contract, the City's right to prohibit the uses contained in **Exhibit F** and the City's right to approve intra-City relocations in accordance with **Section 18.D**.

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~~IV.B. Continuation of Payments in Lieu of Taxes.~~ In the event of the sale or other voluntary or involuntary disposition of any or all of the real property of Developer or any third party in the Redevelopment Area, Payments in Lieu of Taxes with respect to the real property so sold or otherwise disposed of shall continue and shall constitute a lien against the property from which they are derived, and such obligations shall inure to and be binding upon Developer and its successors and assigns in ownership of said property as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, transferee or other possessor thereof were originally a party to and bound by this Contract.

~~W.W.C. Incorporation.~~ The restrictions set forth in **Sections 9.D, 17.B, 1918.A** and **25.B**, shall be incorporated into any deed or other instrument from Developer and its assigns conveying an interest in real property, other than a lease agreement, within the Redevelopment Area and shall provide that said obligations or restrictions shall constitute a benefit held by both Developer and City and that City is an intended third party beneficiary of said obligations and restrictions. Failure of Developer to require that such restrictions be placed in any such deed or other instrument shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Redevelopment Area. Notwithstanding the foregoing provisions of this **Section 25.C**, in lieu of the requirement that such restrictions be incorporated into any deed or other instrument conveying an interest in real property and in lieu of any other provisions of this Contract that require Developer to contractually obligate a purchaser or other successor owner to comply with certain restrictions in this Contract, Developer may instead record a declaration of restrictive covenants (the "Declaration of Restrictive Covenants") against all property in the Redevelopment Area now owned or in the future owned by Developer, binding upon its successors in ownership and requiring such successors to:

(1) comply with the restrictions set forth in **Sections 9.D, 17.B, 1918.A, 24 and 25.B** of this Contract;

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(2) comply with the provisions of **Section 10** of this Contract which provides for certain use restrictions and prohibits the use of the property within the Redevelopment Area for those uses identified on **Exhibit F** of this Contract;

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~~(5) — comply with the provisions of **Section 23** of this Contract that require City approval of any business occupant who occupies space of 25,000 square feet or larger, unless such business occupant is on the pre-approved business occupant list attached as **Exhibit H** to this Contract.~~

The Declaration of Restrictive Covenants shall further provide that (i) the obligations and restrictions contained in the Declaration of Restrictive Covenants shall inure to and be binding upon Developer and its successors and assigns in ownership of said property and shall be construed as covenants running with the land, (ii) the obligations and restrictions shall constitute a benefit held by both Developer and the City and that the City is an intended third party beneficiary of said obligations and restrictions and has a separate and independent right to enforce such provisions, and (iii) the Declaration of Restrictive Covenants shall remain in effect for the duration of the Plan and shall be binding upon Developer and its successors in interest only during their respective period of ownership of the property within the Redevelopment Area. Developer shall record the Declaration of Restrictive Covenants in the office of the Recorder of Deeds for Cass County at its costs and expense prior to the sale or transfer by Developer of any property within the Redevelopment Area. Prior to recording the Declaration of Restrictive Covenants, Developer shall provide a copy to the City for its review and approval, which approval will not be unreasonably withheld, conditioned or delayed.

XX.D. Notification to City of Transfer. Developer shall notify City in writing of any proposed sale or other transfer of any or all of the real property in the Redevelopment Area or any interest therein. Such notice shall be provided not less than thirty (30) days prior to the proposed effective date of the sale or other transfer in a manner as described in **Section 33** and shall include a copy of a draft deed of such sale or other disposition to enable City to confirm that the requirements set forth above in this **Section 25.D** have been fulfilled. Subsequent to closing on such transfer, Developer shall deliver to the City a copy of the recorded deed, which shall contain substantially similar material provisions as the draft deed previously delivered to the City.

26. Progress Reports. At the first regularly-scheduled meeting of the Council following the first anniversary of the execution of this Contract and each anniversary of said execution thereafter until all Project Improvements are completed, Developer shall report to the Council the progress of its implementation of Redevelopment Project 1, if requested by the City in writing at least thirty (30) days prior to such meeting. At the first regularly-scheduled meeting of the Council following the fifth anniversary of said execution and on each five-year anniversary thereafter so long as the Plan shall remain in effect, Developer shall prepare and present to the Council a detailed report on the progress of implementation of Redevelopment Project 1, and, in accordance with Section 99.865.3 of the Act, a public hearing shall be held to determine if the Redevelopment Area, Plan and the included Redevelopment Project 1 are making satisfactory progress under the Redevelopment Schedule. Such five year reports shall

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include such information as is required under the reporting requirements of the Act, such additional information as City may reasonably require, and such additional information as Developer wishes to present, including, without limitation:

~~YY.A.~~ List of Project Improvements completed;

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~~ZZ.B.~~ Status of Project Improvements in progress but not yet completed;

~~AAA.C.~~ Actual assessed value of the Redevelopment Area before and after completion of the Project Improvements as compared to Plan estimates;

~~BBB.D.~~ Actual Payments in Lieu of Taxes as compared to Plan estimates;

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~~CCC.E.~~ Actual Redevelopment Project Costs in the Redevelopment Area compared to Plan estimates;

~~DDD.F.~~ Actual start and completion dates of Project Improvements in the Redevelopment Area compared to Plan estimates; and

~~EEE.G.~~ Estimated start date of Project Improvements not yet commenced at date of report.

Developer shall from time to time (but not more often than once a year) furnish such other reports on specific matters not addressed by the foregoing as City may reasonably require.

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27. Compliance with Laws. Subject to Developer's rights to contest the same in any manner permitted by law, Developer, its officers, directors and principals, at its sole cost and expense, shall comply in every respect with all Legal Requirements, ordinances, rules and regulations of all federal, state, county and municipal governments, agencies, bureaus or instrumentalities thereof now in force or which may be enacted hereafter which pertain to the ownership, occupancy, use and operation of Redevelopment Project 1 and the Redevelopment Area.

28. Assignment of Developer's Obligations.

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~~FFF.A.~~ Without limiting the rights of Developer or any third party under this **Section 28**, Developer agrees that this Contract and the rights, duties and obligations hereunder may not and shall not be assigned by Developer ~~without the consent of the City, which consent will not be unreasonably withheld, except upon terms and conditions reasonably agreeable to City.~~ Any proposed assignee shall have all of the qualifications and financial responsibility, as reasonably determined by City ~~in its sole discretion,~~ necessary and adequate to fulfill the obligations of Developer, and, if the proposed assignment relates to a portion of the Redevelopment Area on which Project Improvements are under way, such obligations to the extent that they relate to such portion of the Redevelopment Area.

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~~GGG.B.~~ Any proposed assignee shall, utilizing a form substantially similar to the form attached hereto as **Exhibit JH** (the "Assignment Agreement"), expressly for

the benefit of City, assume all of the obligations of Developer under this Contract and agree to be subject to all the conditions and restrictions to which Developer is subject (or, in the event the assignment is of or relates to a portion of the Redevelopment Area, such obligations, conditions and restrictions to the extent that they specifically relate to such portion). Upon approval of the Assignment Agreement by City as set forth herein, Developer shall be released from such obligations accruing after the date of such assignment.

HHH.C. Notwithstanding the provisions of this **Section 28.C**, nothing herein shall prohibit (or require City approval to allow) the Developer from forming additional development or ownership entities to replace or joint venture with I-49 Investors, L.L.C. for the purpose of business and/or income tax planning; provided that the current principals of I-49 Investors, L.L.C. own not less than 6051.00% of any new or restructured company.

HH.D. Notwithstanding the provisions of this **Section 28.D**, for purposes of securing financing, Developer may, without the City's consent, assign or pledge to the party providing financing Developer's right to receive reimbursement for Reimbursable Project Costs incurred, but Developer shall provide City with notice of any such assignment or pledge. Such assignment or pledge shall remain subject to the terms, provisions and conditions of this Contract.

HH.E. Notwithstanding the provisions of this **Section 28.E**, for purposes of securing financing, the Developer may, without the City's consent, assign or pledge its rights under this Contract, but Developer shall provide City with notice of any such assignment or pledge and include with such notice an acknowledgement by the lender that it has received a copy of this Contract and reviewed the provisions of **Section 28** regarding the restrictions on assignment. Such assignment or pledge shall remain subject to the terms, provisions and conditions of this Contract.

F. Notwithstanding the provisions of this **Section 28.F**, Developer may, without the City's consent, assign or pledge its rights under this Contract to any Affiliate, but Developer shall provide City with notice of any such assignment or pledge. Such assignment or pledge shall remain subject to the terms, provisions and conditions of this Contract.

29. Transfer of Controlling Interests in Developer – City Approval. For purposes of this **Section 29**, the current principals of I-49 Investors, L.L.C. shall be deemed to have a controlling interest in I-49 Investors, L.L.C. so long as any of them individually, or together collectively, (i) own not less than 6051.00% of I-49 Investors, L.L.C., and (ii) have the right and authority to make decisions on behalf of I-49 Investors, L.L.C. Developer shall, prior to the sale, conveyance, merger or other transfer of controlling interest in I-49 Investors, L.L.C. (including without limitation any stock if Developer is a corporation or membership interests if Developer is a limited liability company and any transfers by operation of law), deliver to City a request for approval of such transfer of controlling interest in I-49 Investors, L.L.C., and no such transfer of controlling interest in I-49 Investors, L.L.C. shall be permitted except with the prior approval of City, which will not be unreasonably withheld. Upon submission by Developer of

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any request to City for transfer of controlling interest in I-49 Investors, L.L.C., City shall have the right to request such documentation and information as City shall determine to be necessary or desirable to determine whether such transfer of controlling interest in Developer is acceptable to City. Any purported transfer by Developer or any party owning any interest in I-49 Investors, L.L.C. of controlling interest without the consent of City shall be null and void. In addition, (the parties acknowledge and agree that the provisions of this Section 29 do not apply to the transfer of non-controlling interest I-49 Investors, LLC and that such transfer may be made without notice to the City). City may require Developer, as a condition precedent to the transfer of controlling interest in I-49 Investors, L.L.C., to require the transferee to enter into an agreement with City, upon terms acceptable to City, obligating the transferee to comply with the requirements of the Plan and the obligations in this Contract relating to the property. Notwithstanding the foregoing, I-49 Investors, L.L.C. or I-49 Investors, L.L.C.'s members, or any one of them, may, without notice to or approval of City, transfer interests in I-49 Investors, L.L.C. to any Affiliate of such member, if such transfer does not result in a change in the controlling interest of I-49 Investors, L.L.C. Except as specifically provided herein, any transfer of a controlling interest in I-49 Investors, L.L.C. or any member of I-49 Investors, L.L.C. shall be subject to the provisions of this Section 29.

30. Indemnification.

~~KKK.A.~~ Developer shall indemnify, protect, defend and hold City and its officers, directors, members, commissioners, employees and agents (collectively, the "Indemnified Parties" or, individually, an "Indemnified Party") harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed, of whatsoever kind or character (including consequential and punitive damages), to persons or property occurring or allegedly occurring as a result of any acts or omissions of Developer, its constituent members or partners, their employees, agents, independent contractors, licensees, invitees or others acting by, through or under such indemnifying parties, in connection with its or their activities conducted pursuant to this Contract and/or in connection with the ownership, use or occupancy and development or redevelopment of the Redevelopment Area or a portion thereof, except for public right-of-way, and the Project Improvements.

~~LLL.B.~~ In the event any suit, action, investigation, claim or proceeding (collectively, an "Action") is begun or made as a result of which Developer may become obligated to one or more of the Indemnified Parties hereunder, the Indemnified Party shall give prompt notice to Developer of the occurrence of such event, but the failure to notify Developer will not relieve Developer of any liability that it may have to an Indemnified Party. After receipt of such notice, Developer may elect to defend, contest or otherwise protect the Indemnified Party against any such Action, at the cost and expense of Developer, utilizing counsel of Developer's choice. The Indemnified Party shall have the right, but not the obligation, to participate, at the Indemnified Party's own cost and expense, in the defense thereof by counsel of the Indemnified Party's choice, provided that in the event Developer has elected to defend any Action, Developer shall have sole discretion over the direction and control of such defense. In the event that Developer shall fail timely to defend, contest or otherwise protect an Indemnified Party

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against such Action, the Indemnified Party shall have the right to do so, and (if such defense is undertaken by the Indemnified Party after notice to Developer asserting Developer's failure to timely defend, contest or otherwise protect against such Action), the Indemnified Party may submit any bills for fees and costs received from its counsel to Developer for payment and, within thirty (30) business days after such submission, Developer shall transfer to the Indemnified Party sufficient funds to pay such bills. Developer acknowledges that such bills may be redacted to delete any information which would constitute attorney-client communication or attorney work product.

MMM.C. An Indemnified Party shall submit to Developer any settlement proposal that the Indemnified Party shall receive. Developer shall be liable for the payment of any amounts paid in settlement of any Action to the extent that Developer consents to such settlement. Neither Developer nor the Indemnified Party will unreasonably withhold its consent to a proposed settlement.

NNN.D. Developer expressly confirms and agrees that it has provided this indemnification and assumes the obligations under this Contract imposed upon Developer in order to induce City to enter into this Contract. To the fullest extent permitted by law, an Indemnified Party shall have the right to maintain an action in any court of competent jurisdiction to enforce and/or to recover damages for breach of the rights to indemnification created by, or provided pursuant to, this Contract. If such court action is successful, the Indemnified Party shall be reimbursed by Developer for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with such action (including, without limitation, the investigation, defense, settlement or appeal of such action).

OOO.E. The right to indemnification set forth in this Contract shall survive the termination of this Contract and the Redevelopment Area as a development area, excluding any public right-of-way contained therein.

31. Breach-Compliance.

PPP.A. If Developer or City does not comply with provisions of this Contract, including provisions of the Plan, within the time limits and in the manner for the completion of Redevelopment Project 1 as ~~therein stated~~ specified in Section 6 herein, except for any extensions or waivers described herein and Excusable Delays (as defined in Section 32), in that Developer or City shall do, permit to be done, or fail or omit to do, anything contrary to or required of it by this Contract or the Plan, and if, within sixty (60) days after notice of such default by the non-defaulting party to the defaulting party, the defaulting party shall not have cured such default or commenced such cure and be diligently pursuing the same if such cure would reasonably take longer than said sixty (60) day period, then the non-defaulting party may institute such proceedings as may be necessary in its opinion to cure the default including, but not limited to, proceedings to compel specific performance by the party in default of its obligations and, in the case of default by Developer, City is granted the right to terminate this Contract, the right to apply any deposit or other funds submitted by Developer to City in payment of the damages suffered by it, the right to withhold or apply funds from the Special Allocation

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Fund to such extent as is necessary to protect City from loss or to ensure that the Plan and Redevelopment Project 1 are fully and successfully implemented in a timely fashion, and the right to withhold issuance of a Certificate of Completion and Compliance. Notwithstanding anything to the contrary herein, the City shall, in good faith, certify any Reimbursable Project Costs, approve any Certification Application or Draw Certificate and reimburse Developer for any Reimbursable Project Costs incurred or paid by Developer up to and including the date of receipt of any notice of default or termination. If any action is instituted by either party hereunder, the non-prevailing party in such action shall pay any and all costs, fees and expenses, including attorneys' fees incurred by the prevailing party in enforcing this Contract. Notwithstanding any other provision of this Contract to the contrary, in no event shall the Developer ever be liable for any punitive, special, incidental, or consequential damages in connection with this Contract, or otherwise. For the purposes of this section, consequential damages shall include, but not be limited to lost tax revenue or other similar losses which are not direct out-of-pocket costs incurred by the City.

QQQ.B. The rights and remedies of the parties to this Contract, whether provided by law or by this Contract, shall be cumulative and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by either party shall apply to obligations beyond those expressly waived.

RRR.C. Developer (for itself and its successors and assigns, and for all other persons who are or who shall become liable, by express or implied assumption or otherwise, upon or subject to any obligation or burden under this Contract), waives to the fullest extent permitted by law and equity all claims or defenses otherwise available on the ground of being or having become a surety or guarantor, whether by agreement or operation of law. This waiver includes, but is not limited to, all claims and defenses based upon extensions of time, indulgence or modification of terms of contract.

SSS.D. Any delay by either party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph shall not operate as a waiver of such rights or limit them in any way. No waiver in fact made by either party of any specific default by the other party shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default, except to the extent specifically waived.

TTT.E. In no event shall City be obligated to certify any Reimbursable Project Costs, approve any Certification Application or Draw Certificate or reimburse Developer for any Reimbursable Project Costs incurred or paid by Developer after the date of any notice of default; provided, however, that the provisions of this **Section 31.E** shall only apply to the Redevelopment Project where such breach occurred and notice of default has been given. If City shall at any time elect to rely upon the provisions of this **Section 31.E** as the basis for an action by City, City shall, at the time of such election, notify Developer in writing of such decision and the specific facts or events relied upon by City as the basis for such action by City.

UUU.F. Notwithstanding anything to the contrary contained in this Contract, a breach of any obligation under this Contract by Developer with regard to a Redevelopment Project Area, or portion thereof, will not constitute a breach of this Contract with regard to any other Redevelopment Project Area, or portion thereof, where (i) a Certificate of Completion and Compliance has been issued by City or (ii) an Assignment Agreement has been approved and executed pursuant to **Section 28** of this Contract. If Developer breaches this Contract, the City cannot terminate this Contract or the Plan based upon such breach with respect to a different Redevelopment Project Area, or portion thereof, where (i) a Certificate of Completion and Compliance has been issued by City, or (ii) an Assignment Agreement has been approved and executed pursuant to **Section 28** of this Contract. Notwithstanding the provisions of this **Section 31.F**, the issuance of a Certificate of Completion and Compliance or City's approval of an Assignment Agreement for a Redevelopment Project Area shall not preclude City from exercising any of its rights with respect to such Redevelopment Project Area, including termination, in the event of an independent default or breach of this Contract related to said Redevelopment Project Area.

32. **Excusable Delays.**

VVV.A. The parties understand and agree that neither party shall be deemed to be in default of this Contract because of delays or temporary inability to commence, complete or proceed in accordance with the Redevelopment Schedule, due in whole or in part to causes beyond the reasonable control or without the material fault of such party which are caused by the action or failure to act of any governmental body, including but not limited to the issuance of permits and approvals by the City, acts of war or civil insurrection, breach of this Contract by the other party or any natural occurrence, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, or unusually severe weather (collectively "Excusable Delays").

WWW.B. The time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes, with, in the case of any extension sought by Developer, the approval of City, which approval shall not be arbitrarily or unreasonably withheld. Developer shall be granted such extensions upon presentation of reasonable evidence and/or documentation of the periods of such Excusable Delays.

XXX.C. Nothing herein shall excuse Developer from any obligation to pay money hereunder, nor shall this **Section 32.C** excuse Developer from performance of its obligations because of a lack of funds or inability to obtain financing.

33. **Notice.** Any notice required by this Contract shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

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To the City:

Mr. Brad Foster
City of Belton, Missouri
506 Main Street
Belton, Missouri 64012

With a copy to:

White Goss, P.C.
4510 Belleview, Ste. 300
Kansas City, Missouri 64111
Attn: Aaron G. March, Esq.

To the Applicant:

LANE4 Property Group
4705 Central Street
Kansas City, MO 64112
Attn: Owen Buckley

With a copy to:

Polsinelli Law Firm
900 W. 48th Place, Suite #900
Kansas City, MO 64112
Attn: Chase Simmons, Esq.

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days' written notice thereof.

34. Modification. The terms, conditions, and provisions of this Contract and of the Plan can be neither modified nor eliminated except in writing and by mutual agreement between City and Developer.

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35. Effective Date and Term. This Contract shall become effective on the date first set forth above, and shall remain in full force and effect, until the Maximum Term or Maximum TIF Reimbursement is reached.

36. Recording. The City shall prepare and record, at Developer's cost and expense, a memorandum of this Contract in the Office of the Recorder of Deeds for Cass County.

37. Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the State of Missouri.

38. Relocation Costs. The City shall not be responsible for any relocation activity or the costs thereof that may be required by law to be paid with respect to any part of the Plan. Developer shall provide the relocation services and benefits as provided for under the Plan and shall hold City harmless from any claim, cost or expense for said services and benefits made by individuals and entities arising from implementation of this Plan. While it's not anticipated that Developer will be required to pay any relocation costs, if Developer does incur relocation costs under the Plan, the City and Developer agree to reasonably and in good faith cooperate with each other to prepare for City consideration an amendment to both the Plan and this Contract to permit such relocation costs to be a Reimbursable Project Cost. Notwithstanding the foregoing, City may assist in administering relocation activity if requested by Developer and approved by City, or if directed by the Council.

39. Administrative Costs and Expenses.

YYY-A. In order to reimburse City for its reasonable administrative costs and expenses (including staff time and contracted services) in connection with the

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preparation, development and implementation of the Plan, Redevelopment Project 1, and this Contract, City, and I-49 Investors, L.L.C. entered into the Funding Agreement dated _____ (the "Funding Agreement"). Any of City's actual and reasonable administrative costs and expenses that are provided for in this **Section 39.A** and which are not covered by the Funding Agreement shall be paid by Developer within sixty (60) days of having been billed for same and may be claimed by Developer as Reimbursable Project Costs. If payment of said expenses has not been made in full within sixty (60) days of having been billed, a two percent (2%) fee will be applied to the unpaid balance as a late penalty. A two percent (2%) penalty fee will continue to accumulate monthly thereafter, up to a maximum cumulative penalty of eighteen percent (18%), until payment of all billed expenses and penalties are paid in full. The Funding Agreement shall remain in full force and effect; provided, however, that in the event of any conflict between the terms of the Funding Agreement and the terms of this Contract, the terms of this Contract shall control.

ZZZ.B. Actual additional documented professional service costs and other expenses reasonably incurred by City (other than those described in **Section 39.A**) that are found by City to be necessary for it in connection with the Plan, this Contract or otherwise relating to Redevelopment Project 1, including fees imposed by the County relating to the collection and disbursal of PILOTs or payments to the Taxing Districts pursuant to **Section 20.A**, shall be reimbursed from the Special Allocation Fund. However, in no event shall such reimbursements exceed five percent (5%) of the TIF Revenue paid into the Special Allocation Fund in any year.

AAAA.C. Upon the request of Developer, and at the sole cost of Developer, City shall furnish appropriate documentation of the administrative costs and expenses as referred to in this **Section 39.C** which are in its possession, and shall allow Developer or its representatives an opportunity to review the accounts and records of City with regard to such administrative costs and expenses, such review to be at the sole cost and expense of Developer and conducted at such time as is mutually agreeable to the parties, but in no event more frequently than monthly. In the event Developer disputes the reasonableness of any portion of the City's administrative costs and expenses as referred to in this Section then, prior to payment of such expenses by Developer or the City's reimbursement from the Special Allocation Fund, Developer may request a hearing before the Council, which upon Developer's request, the Council will hold a hearing at which Developer may present evidence as to why the City's request for reimbursement for such expenses should be denied.

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

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41. Time and Performance are of the Essence. Time and exact performance are of the essence of this Contract.

42. City's Legislative Powers. Notwithstanding any other provisions in this Contract, nothing herein shall be deemed to usurp the governmental authority or police powers of City or to limit the legislative discretion of the Council, and no action by the Council in exercising its legislative authority shall be a default under this Contract.

43. Relationship of Parties. Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between the City and Developer.

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[Signature Page Follows]

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

CITY:

THE CITY OF BELTON, MISSOURI, a municipal corporation

By: _____
Print Name: _____
Title: _____

DEVELOPER:

I-49 INVESTORS, L.L.C., a Missouri limited liability company

By: _____
Print Name: _____
Title: _____

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 2015, before me personally appeared _____, to me known, who being by me duly sworn, did say that he/she is the _____ of the City of Belton, Missouri, a Missouri municipal corporation, that said instrument was signed on behalf of said corporation by authority of its City Council, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2015, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say he is the _____ of I-49 Investors, L.L.C., a Missouri limited liability company, and acknowledged said instrument to be his free act and deed and the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

EXHIBIT A

Legal Description of Redevelopment Area

LOT 1, 2, AND 3, CHARTER PLAZA, 2ND PLAT, A SUBDIVISION IN BELTON, CASS COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF; AND

LOT 2, CHARTER PLAZA, A SUBDIVISION IN THE CITY OF BELTON, CASS COUNTY, MISSOURI, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS OF LAND, TO WIT:

PARCEL A:

ALL THAT PART OF LOT 2, CHARTER PLAZA, A SUBDIVISION IN THE CITY OF BELTON, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, THENCE NORTH 3° 33' 00" EAST ALONG THE WEST LINE OF SAID LOT, 640 FEET; THENCE SOUTH 86° 27' 00" EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT, 395.69 FEET; THENCE SOUTH 3° 34' 04" WEST, 31.04 FEET THENCE SOUTH 86° 25' 43" EAST, 85.00 FEET; THENCE SOUTH 3° 34' 04" WEST, 373.93 FEET; THENCE SOUTH 86° 27' 00" EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT, 27.74 FEET TO A POINT 140.00 FEET WEST OF THE EAST LINE OF SAID LOT; THENCE SOUTH 3° 33' 00" WEST PARALLEL WITH THE EAST LINE OF SAID 150.00 FEET; THENCE SOUTH 86° 27' 00" EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 140.00 FEET TO THE EAST LINE THEREOF; THENCE SOUTH 3° 33' 00" WEST ALONG SAID EAST LINE 85.00 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 86° 27' 00" WEST ALONG THE SOUTH LINE OF SAID LOT, 648.30 FEET TO THE POINT OF BEGINNING.

PARCEL B:

ALL THAT PART OF LOT 2, CHARTER PLAZA, A SUBDIVISION IN THE CITY OF BELTON, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2 THAT IS 235.00 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH 3° 33' 00" EAST ALONG THE EAST LINE OF SAID LOT, 356.47 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID LOT AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 3685.00 FEET AND AN INITIAL TANGENT BEARING OF NORTH 42° 10' 32" WEST, AN ARC DISTANCE OF 70.19 FEET (MEASURED 70.21 FEET); THENCE NORTH 86° 27' 00" WEST, PARALLEL WITH THE SOUTH LINE OF SAID LOT, 201.89 FEET; THENCE SOUTH 3° 34' 04" WEST 31.04 FEET; THENCE SOUTH 86° 25' 43" EAST 85.00 FEET; THENCE SOUTH 3° 34' 04" WEST 373.93 FEET; THENCE SOUTH 86° 27' 00" EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT, 167.74 FEET TO THE POINT OF BEGINNING.

PARCEL C:

ALL THAT PART OF LOT 2, CHARTER PLAZA, A SUBDIVISION IN THE CITY OF BELTON, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID LOT AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 3685.00 FEET AND AN INITIAL TANGENT BEARING OF NORTH 42° 10' 32" WEST, AN ARC DISTANCE OF 70.19 FEET (MEASURED 70.21 FEET) TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTHWESTERLY ALONG SAID NORTHERLY LOT LINE AND ALONG SAID CURVE, AN ARC DISTANCE OF 168.26 FEET; THENCE NORTH 86° 27' 00" WEST, PARALLEL WITH THE SOUTH LINE OF SAID LOT, 76.58 FEET; THENCE SOUTH 3° 34' 04" WEST, 112.30 FEET; THENCE SOUTH 86° 27' 00"

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EXHIBIT A

Page 1 of 2

EAST, 201.89 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL D:

ALL THAT PART OF LOT 2, CHARTER PLAZA, A SUBDIVISION OF LAND IN THE CITY OF BELTON, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF SAID LOT 2, AND 85.00 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH $86^{\circ} 27' 00''$ WEST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 2, ALL SUBSEQUENT BEARINGS BEING IN RELATION THERETO, A DISTANCE OF 140.00 FEET; THENCE NORTH $3^{\circ} 33' 00''$ EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH $86^{\circ} 27' 00''$ EAST, A DISTANCE OF 140.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE SOUTH $3^{\circ} 33' 00''$ WEST ALONG SAID EAST LINE, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING; AND

LOTS 3 AND 4, CHARTER PLAZA, A SUBDIVISION IN THE CITY OF BELTON, CASS COUNTY, MISSOURI;
AND

ADJACENT RIGHT-OF-WAY AND PUBLIC STREETS GENERALLY TO THE NORTH, EAST AND SOUTH OF THE ABOVE-DESCRIBED LOTS AND WITHIN THE CHARTER PLAZA SUBDIVISION.

EXHIBIT B

Legal Description of Redevelopment Project Area 1

LOT 1, 2, AND 3, CHARTER PLAZA, 2ND PLAT, A SUBDIVISION IN BELTON, CASS COUNTY, MISSOURI,
ACCORDING TO THE RECORDED PLAT THEREOF; AND

ADJACENT RIGHT-OF-WAY AND PUBLIC STREETS GENERALLY TO THE NORTH, EAST AND SOUTH OF
THE ABOVE-DESCRIBED LOTS AND WITHIN THE CHARTER PLAZA SUBDIVISION.

Exhibit C
Site Plans of Project Improvements

See following pages

EXHIBIT D

Project Improvements

Renovation of the existing Cedar Tree Shopping Center, to include the following improvements:

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Renovation of approximately 92,000 square feet of retail at the existing Cedar Tree Shopping Center.

Improvements of landscaping along Boatman's Plaza and Highway 58 will also be significantly improved.

Mill and overlay Powell Parkway to enhance the roadway.

Construction and reconstruction of all support facilities such as ~~utilities and infrastructure,~~ parking lots, street improvements, and sidewalks, ~~drainage as well as storm water detention~~ located within ~~and supporting the portion of the~~ Redevelopment Area.

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EXHIBIT E

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Redevelopment Schedule

Commence roof and parking lot improvements:	November 30, 2015 <u>March 31, 2016</u>
Commence façade improvements:	March 31, 2016
Anticipated completion of construction:	October 31, 2016

All scheduled activities may commence earlier than the dates set out above.

EXHIBIT F

Non-Permitted Uses

In no event shall Developer sell, lease or permit occupancy of any portion of Redevelopment Project Area 1 for any of the following uses except by approval of the Council unless the same exist at the time of the Effective Date:

- A. Adult Business (as defined in the City's zoning ordinance)
- B. Automotive Repair Services – Major Repairs
- C. Automotive Repair Shop – Minor Repair, unless such use is an accessory use to the normal and customary operations of (i) a large retail occupant like Sears, Wal-Mart, Costco, Sam's Club, etc., or (ii) a national car leasing company like Hertz, Avis, Enterprise, etc.
- D. Automotive Sales (but not including the sale of automotive parts)
- E. Automotive Service Station, unless such use is an accessory use to the normal and customary operations of (i) a large retail occupant like Sears, Wal-Mart, Costco, Sam's Club, etc., or (ii) a national car leasing company like Hertz, Avis, Enterprise, etc.
- F. Automotive Upholstery Shop
- G. Boat Dealers
- H. Boats, Recreational vehicles and maintenance equipment storage
- I. Construction Contractor – With Machinery, Equipment and Storage
- J. Convalescent, Nursing or Retirement Home
- K. Crematories
- L. Equipment Rental-includes all motorized equipment not listed elsewhere
- M. Equipment Sales and Service (Heavy)
- N. Gas Station, unless such use is an accessory use to the normal and customary operations of (i) a large retail occupant like Sears, Wal-Mart, Costco, Sam's Club, etc., or (ii) a national car leasing company like Hertz, Avis, Enterprise, etc.
- O. Group Home for Person with Disabilities, Hospice or Special Care
- P. Halfway House
- Q. Heavy Equipment Sales and Rental
- R. Hospital
- S. LP Gas or Fuel Oil Sales
- T. Manufactured Home Park
- U. Mini-Warehouse, unless such use adjoins or is used in conjunction with an adjacent office use as ~~contemplated by the flex/warehouse use proposed in Redevelopment Project 4~~
- V. Pawn Shop
- W. Railroad Lines, Yards or Station
- X. Self-Service Car Wash, unless such use is an accessory use to the normal and customary operations of (i) a large retail occupant like Sears, Wal-Mart, Costco, Sam's Club, etc., or (ii) a national car leasing company like Hertz, Avis, Enterprise, etc.
- Y. Title Loan, Payday Loan or Similar Use
- Z. Truck Sales

- AA. Trucking and Courier Service
- BB. Warehousing and Distribution, unless such use adjoins or is used in conjunction with an adjacent office use ~~as contemplated by the flex/warehouse use proposed in Redevelopment Project 4~~
- CC. Reservoir, Water Supply or Storage Facility other than provided by the owner for domestic service to the project
- DD. Use that would cause the real property to be exempt from payment of *ad valorem* property tax, except for a religious institution, school, college or university.

EXHIBIT G

Redevelopment Project 1 Cost Budget

CEDAR TREE DEVELOPMENT - BELTON, MO - SOURCES AND USES			
CATEGORY	PROJECTED COST	PRIVATE	PROJECTED TIF REIMBURSABLE
Shopping Center Acquisition	\$5,358,437	\$5,358,437	\$0
Hard Costs			
Roof	\$729,000	\$729,000	\$0
Capital Improvements Since Acquisition	\$96,096	\$96,096	\$0
Landscaping (Along SR Hwy, Powell Parkway, Parking lot, Planters)	\$392,588	\$0	\$392,588
Improvements to Powell Parkway (per city estimate)	\$64,983	\$0	\$64,983
Construction Costs (Façade, Sidewalks, Parking Lot, Misc)	\$2,231,632	\$0	\$2,231,632
Signage (Pole Signage)	\$45,000	\$0	\$45,000
Tenant Allowances and Landlord Work for Lease-Up	\$1,280,000	\$1,280,000	\$0
Design Costs			
Architecture/Engineering/Consultants	\$148,000	\$0	\$148,000
Geotechnical Engineering Reports	\$5,500	\$0	\$5,500
Soft Costs/Financing Costs			
Legal	\$80,000	\$0	\$80,000
Development Fee	\$209,000	\$209,000	\$0
Real Estate Commissions	\$103,359	\$103,359	\$0
City Fees	\$60,000	\$60,000	\$0
Construction Management/Inspections	\$63,569	\$63,569	\$0
Property Assemblage/Relocation Costs	\$250,000	\$250,000	\$0
Insurance During Construction	\$7,500	\$7,500	\$0
Construction Interest	\$149,331	\$149,331	\$0
Financing Fees	\$56,263	\$56,263	\$0
Contingency @ 20% (Excludes Acquisition Costs)	\$1,183,112	\$1,183,112	\$0
TOTAL	\$12,513,370	\$9,545,667	\$2,967,703
PERCENTAGE OF TOTAL COST	100%	76.28%	23.72%

CEDAR TREE DEVELOPMENT - BELTON, MO - SOURCES AND USES

CATEGORY	PROJECTED COST	PRIVATE	PROJECTED TIF REIMBURSABLE
Shopping Center Acquisition	\$5,150,437	\$5,150,437	\$0
Hard Costs			
Roof	\$729,000	\$729,000	\$0
Capital Improvements Since Acquisition	\$96,096	\$96,096	\$0
Landscaping (Along 58 Hwy, Powell Parkway, Parking lot, Planters)	\$392,580	\$0	\$392,580
Improvements to Powell Parkway (per city estimate)	\$64,983	\$0	\$64,983
Construction Costs (Façade, Sidewalks, Parking Lot, Misc)	\$2,231,632	\$0	\$2,231,632
Signage (Pole Signage)	\$45,000	\$0	\$45,000
Tenant Allowances and Landlord Work for Lease-Up	\$1,280,000	\$1,280,000	\$0
Design Costs			
Architecture/Engineering/Consultants	\$148,000	\$0	\$148,000
Geotechnical Engineering Reports	\$5,500	\$0	\$5,500
Soft Costs/Financing Costs			
Legal	\$80,000	\$0	\$80,000
Development Fee	\$209,000	\$209,000	\$0
Real Estate Commissions	\$103,359	\$103,359	\$0
City Fees	\$60,000	\$60,000	\$0
Construction Management/Inspections	\$63,569	\$63,569	\$0
Property Assembly/Relocation Costs	\$250,000	\$250,000	\$0
Insurance During Construction	\$7,500	\$7,500	\$0
Construction Interest	\$149,331	\$149,331	\$0
Financing Fees	\$56,263	\$56,263	\$0
Contingency @ 20% (Excludes Acquisition Costs)	\$1,183,112	\$1,183,112	\$0
TOTAL	\$12,513,370	\$9,545,667	\$2,967,703
PERCENTAGE OF TOTAL COST	100%	76.28%	23.72%

*The category titled "Landscaping" shall include landscaping along frontage to Highway 58 and Powell Parkway and landscaping within the shopping center including the parking lot and planters**The category titled "Construction Costs" shall include any construction costs eligible for reimbursement under the TIF Act within the Redevelopment Area, whether external or internal to the buildings located within (except for the roof of the shopping center), including but not limited to building facades, sidewalks, parking lot construction, tenant spaces, other building components, and costs supplementary thereto.

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EXHIBIT H

Pre-Approved Retail Occupants List

24 Hour Fitness	Dillon Stores, Inc.
A'GACI, LLC/Twigland Fashions, Inc.	Do-It-Best Corp.
Aaron Rents, Inc.	Duckwall-ALCO Stores, Inc.
Academy, Ltd.	Dunham's Athleisure Corp.
Ace Hardware Corporation	E.W. James & Sons, Inc.
AMC Entertainment Inc.	Elk Supply Co.
American TV & Appliance of Madison, Inc.	Equinox Fitness
AMF Bowling Worldwide, Inc.	Ethan Allen Interiors Inc.
Amini's Galleria, Billiards & Bar Stools	Forever 21 Retail, Inc.
Appliance Recycling of America, Inc.	Furniture Row, LLC
Ashley Furniture Industries Inc.	Gander Mountain Company
B & B Theatres	Gap, Inc.
Ball's Food Stores	Garden Ridge Corp.
Bally Total Fitness Corporation	Garrett Enterprises, Inc.
Barnes & Noble, Inc.	Gold's Gym International
Bass Pro Shops Outdoor World	Golfsmith International Holdings, Inc.
Bassett Furniture Industries, Inc.	Goodrich Quality Theatres, Inc.
Bed Bath & Beyond Inc.	Goodwill Industries International, Inc.
Best Buy Co., Inc.	Goody's Family Clothing, Inc.
Big Lots, Inc.	Gordmans, Inc.
Big O Tires Inc	Graham Brothers Entertainment, Inc.
Books-A-Million, Inc.	Group USA
Borders Group, Inc.	Guitar Center, Inc.
Brunswick Bowling & Billiards	H & M Hennes & Mauritz LP
Buehheit	Harmon Foods, Inc.
Burlington Coat Factory Warehouse Corp.	Harps Food Stores, Inc.
C.V.'s Foodliner, Inc.	Hastings Entertainment, Inc.
Cabela's, Inc.	Haverty Furniture Companies, Inc.
Carmike Cinemas	Hays Stores
Cinemark Holdings, Inc.	Hibbett Sporting Goods, Inc.
Circuit City Stores, Inc.	Highland Diversified
Cosentino's Food Marts	Hobby Lobby Stores
Costco Wholesale Corp.	Hollywood Theatres Corp.
Covington Foods, Inc.	Homeland Stores, Inc.
Crate & Barrel	Houchens Industries, Inc.
Dave & Buster's, Inc.	Hy-Vee, Inc.
Demetrios Bride	IKEA North America
Diek's Sporting Goods, Inc.	J.C. Penny Company, Inc.
Dickinson Theatres	Jennifer Convertibles Inc.
Dierbergs Markets, Inc.	Jo-Ann Stores, Inc.
Dillard's, Inc.	Kerasotes Theatres

Kohl's Corporation	Regal Entertainment Group
Kroger Food Stores	Retail Concepts
L-a-Z-Boy Inc.	Retail Ventures, Inc.
Landmark Theatre	Riggs Supply Co., Inc.
Leeker's Family Foods	Room & Board
Lenny's Sub Shops	Rothman Furniture Stores, Inc.
Life Time Fitness	RPCS, Inc.
Lehmann's Holdings, Inc.	Rural King Supply
Lowe's Companies, Inc.	Saks Fifth Avenue Enterprises
Lucky Strike Entertainment, Inc.	SAMS'S Club
Macy's Central	Savers, Inc.
Maleo Theatres, Inc.	Scheels All Sports, Inc.
MarineMax, Inc.	Schnuck Markets, Inc.
Mark Shale	Sears Holdings Corporation
Marquee Cinemas	Sega Entertainment USA, Inc.
Marvin' IGA	Shop 'n Save Warehouse Foods, Inc.
McKeever Enterprises	ShopKo Stores, Inc.
Menard, Inc.	Slumberland Furniture
Michaels Stores, Inc.	Smith & Wollensky Restaurant Group, Inc.
Micro Electronics, Inc.	Southern Theatres, LLC
Missouri Furniture Inc.	Sportman's Warehouse
Name Brands, Inc.	Stage Stores, Inc.
National Home Centers, Inc.	Staples, Inc.
Newton Wall Co.	Stein Mart, Inc.
Niemann Foods, Inc.	Sutherland Lumber Co.
Nike, Inc. (Retail Division)	Target Corp.
Nordstrom, Inc.	The Bon-Ton Stores, Inc.
NOVA Cinetech, Inc.	The Cheesecake Factory Incorporated
O'Neil's Markets, Inc.	The Container Store
Office Depot, Inc.	The Home Depot, Inc.
OfficeMax (Retail Headquarters)	The Men's Warehouse
Old Time Pottery, Inc.	The Neiman Marcus Group, Inc.
Orscheln Farm & Home Supply	The Salvation Army National Corporation
Pamida Stores Operating Company, Inc.	The Sports Authority, Inc.
Peebles Department Stores	Tire Centers, LLC
Pep Boys — Manny, Moe & Jack	TJX Companies, Inc.
PetSmart, Inc.	Total Wine & More
Phoenix Theatres, LLC	Town & Country Grocers
Planet Fitness	Toys 'R' Us, Inc.
Plunkett Furniture Company, Inc.	Tractor Supply Company
Porter's Building Center Inc.	Travel Centers of America LLC
Precision Auto Care Inc.	Trees n Trends, Inc.
Quincy Farm & Home Supply Co	U.S. Toy Company, Inc.
R.P. Lumber Co. Inc.	Ultimate Electronics, Inc.
Raco Car Wash Systems Inc.	USA/Super D
Recreational Equipment Inc.	Valvoline Instant Oil Change

~~Velocity Sports Performance, LLC~~
~~VF Outlet~~
~~Virgin Megastores North America~~
~~Von Maur, Inc.~~
~~Wal-Mart Neighborhood Markets~~
~~Wal-Mart Stores, Inc.~~
~~Wallace & Owen Stores~~
~~Wehrenberg Theatres, Inc.~~
~~Wellbridge~~
~~White's Foodliner~~
~~Whole Food Market Inc.~~
~~Williams-Sonoma, Inc.~~
~~Woods Supermarkets, Inc.~~

EXHIBIT I

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is dated as of the _____ day of _____, 20__ and is made by and between _____, a _____ ("Assignor"), _____, a _____ ("Assignee"), and the CITY OF BELTON, MISSOURI, a municipal corporation (the "City").

RECITALS

A. On _____, 20__, the City Council of Belton, Missouri (the "Council") adopted Ordinance No. _____ approving the Cedar Tree Tax Increment Financing Redevelopment Plan (the "Plan").

B. On _____, 20__, the City and Assignor entered into a Redevelopment Contract that set forth the respective obligations and duties of the City and Assignor with respect to the implementation of the Plan (the "Redevelopment Agreement").

C. Pursuant to Section _____ of the Redevelopment Agreement, Assignor now desires to enter into this Assignment to convey to Assignee its rights, interests, duties and obligations under the Redevelopment Agreement and Plan with respect to the property described in Exhibit A to this Assignment (the "Property"), and Assignee has agreed to assume and perform all of Assignor's rights, duties, interest and obligations under the Redevelopment Agreement and Plan with respect to the Property [or if the boundaries of the Property are not coterminous with the boundaries of the Redevelopment Area and the proposed assignment relates only to a portion of the Redevelopment Area, then only those rights and obligations of Assignor that relate to such portion of the Redevelopment Area described on Exhibit A].

NOW, THEREFORE, in consideration of the foregoing and the covenants and obligations contained in this Assignment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and among Assignor, Assignee and the City as follows:

1. Recitals Incorporated. The above Recitals are hereby incorporated into this Assignment in full and form an integral part hereof.

2. Definitions. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Plan and the Redevelopment Agreement.

3. Assignment by Assignor. The Assignor hereby assigns to the Assignee all of the Assignor's rights, duties, interests and obligations under the Plan and the Redevelopment Agreement [or if the boundaries of the Property are not coterminous with the boundaries of the Redevelopment Area and the proposed assignment relates only to a portion of the Redevelopment Area, then only those rights and obligations of Assignor that relate to such portion of the Redevelopment Area described on Exhibit A].

4. Assumption by Assignee. Assignee hereby accepts such assignment from Assignor and expressly covenants to the City and Assignor that it assumes and agrees to perform those rights, duties, interests and obligations of the Assignor assigned to it pursuant to Section 3 above.

5. City's Consent and Release. Upon the execution of this Assignment by City, the assignment and assumption provided for in Section 3 and 4 above shall be deemed to have been approved and consented to by the City, and Assignor shall be deemed to have been released from all of Assignor's rights, duties, interest and obligations under the Redevelopment Agreement and Plan.

6. Representations and Warranties of Assignee. Assignee is a _____ qualified to conduct its business in the State of Missouri and has all requisite power and authority to enter into, execute this Assignment and to perform its obligations hereunder. This Assignment, assuming the due execution and delivery hereof by Assignor and City, constitutes legally valid and binding obligations of Assignee, enforceable against Assignee in accordance with the terms and conditions herein.

7. Notices. All notices, requests and other communications hereunder shall be deemed to be duly given if delivered by hand or if mailed by certified or registered mail with postage prepaid as follows:

If to Assignee:

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With a copy to:

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If to Assignor:

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With a copy to:

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If to City:

Mr. Brad Foster
City of Belton, Missouri
506 Main Street
Belton, Missouri 64012

With a copy to:

White Goss, P.C.
4510 Belleview, Ste. 300
Kansas City, Missouri 64111
Attn: Aaron G. March, Esq.

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8. Successors and Assigns. All rights, benefits and obligations of Assignor and Assignee hereunder shall inure to and bind Assignor and Assignee, respectively, and this Assignment shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

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9. Governing Law. This Assignment shall be governed by the laws of the State of Missouri.

10. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

11. Expenses. Except as otherwise provided herein, each of the parties hereto will pay its own costs and expenses, including attorney's fees, incurred by such party or on its behalf in connection with this Assignment and the transactions contemplated herein, except that Assignee shall pay for all expenses incurred by the City.

12. Recording. This Assignment shall be recorded in the office of the Recorder of Deeds for Cass County, Missouri by Assignee at its sole cost and expense.

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IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

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ASSIGNOR:

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20__ before me, a Notary Public in and for said state, personally appeared _____, the _____ of _____, a _____, personally known by me to be the person who executed the within instrument on behalf of said _____ and acknowledged to me that he executed the same for the purposes therein stated.

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

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

CITY:

THE CITY OF BELTON, MISSOURI

By: _____

Print Name: _____

Title: _____

STATE OF MISSOURI)
) ss
COUNTY OF CASS)

On this ____ day of _____, 20__, before me personally appeared _____, to me known, who being by me duly sworn, did say that he/she is the _____ of the City of Belton, Missouri, a Missouri municipal corporation, that said instrument was signed on behalf of said corporation by authority of its City Council, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

SECTION VI
C

Bill No. 2015-79

COOPERATIVE AGREEMENT

among the

CITY OF BELTON, MISSOURI,

CEDAR TREE COMMUNITY IMPROVEMENT DISTRICT,

and

I-49 INVESTORS, L.L.C.

dated as of

_____, 2015

Table of Contents

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS	1
Section 1.1— Recitals and Exhibits	1
Section 1.2— Definitions	1
ARTICLE 2: REPRESENTATIONS	4
Section 2.1— Representations by the District	4
Section 2.2— Representations by the City	5
Section 2.3— Representations by Developer	5
ARTICLE 3: COLLECTION OF FUNDS	6
Section 3.1— Imposition of District Special Assessment	6
Section 3.2— Administration and Collection of the District Special Assessment	6
Section 3.3— Administrative Fee for District Special Assessment Administration by the City ..	6
Section 3.4— District Operating Costs	7
Section 3.5— Enforcement of the District Special Assessment	7
Section 3.6— Distribution of the District Special Assessment Revenue	7
Section 3.7— Records of the District Sales Tax	8
Section 3.8— Termination of Cooperative Agreement	8
ARTICLE 4: FINANCING DISTRICT PROJECTS	8
Section 4.1— Design and Construction of District Projects	8
Section 4.1.1— Public Bidding, Posting Bonds and Prevailing Wage	8
Section 4.2— Financing the District Projects	9
Section 4.3— Certificates of Completion and CID-Eligible Costs	9
Section 4.4— Ownership and Maintenance of District Projects	10
Section 4.5— Annual Budget	10
Section 4.6— New District Projects	10
Section 4.7— District Services	10
Section 4.8— Issuance of Obligations	10
Section 4.9— Payment of Interest Costs	10
C. Developer Equity	10
D. Interest Calculation	10
ARTICLE 5: SPECIAL COVENANTS	11
Section 5.1— Records of District	11
Section 5.2— Records of the City	11
Section 5.3— Consents by Tenants and Transferees	11
Section 5.4— Developer's Obligations to the City under Bond or Surety	12
ARTICLE 6: DEFAULTS AND REMEDIES	12
Section 6.1— Events of Default	12
Section 6.2— Remedies on Default	12
Section 6.3— Rights and Remedies Cumulative	12
Section 6.4— Waiver of Breach	13
Section 6.5— Excusable Delays	13
ARTICLE 7: MISCELLANEOUS	13
Section 7.1— Effective Date and Term	13
Section 7.2— Immunities	13

Section 7.3 Modification.....	13
Section 7.4 Applicable Law.....	13
Section 7.5 Validity and Severability.....	13
Section 7.6 Execution of Counterparts.....	14
Section 7.7 City Approvals.....	14
Section 7.8 District Approvals.....	14
Section 7.9 Developer Approvals.....	14
Section 7.10 Relationship of Parties.....	14
Section 7.11 City's and District's Legislative Powers.....	14
ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS.....	1
Section 1.1 Recitals and Exhibits.....	1
Section 1.2 Definitions.....	1
ARTICLE 2: REPRESENTATIONS.....	4
Section 2.1 Representations by the District.....	4
Section 2.2 Representations by the City.....	5
Section 2.3 Representations by Developer.....	5
ARTICLE 3: COLLECTION OF FUNDS.....	6
Section 3.1 Imposition of District Special Assessment.....	6
Section 3.2 Administration and Collection of the District Special Assessment.....	6
Section 3.3 Administrative Fee for District Special Assessment Administration by the City..	6
Section 3.4 District Operating Costs.....	7
Section 3.5 Enforcement of the District Special Assessment.....	7
Section 3.6 Distribution of the District Special Assessment Revenue.....	7
Section 3.7 Records of the District Sales Tax.....	8
Section 3.8 Termination of Cooperative Agreement.....	8
ARTICLE 4: FINANCING DISTRICT PROJECTS.....	8
Section 4.1 Design and Construction of District Projects.....	8
Section 4.1.1 Public Bidding, Posting Bonds and Prevailing Wage.....	8
Section 4.2 Financing the District Projects.....	9
Section 4.3 Certificates of Completion and CID Eligible Costs.....	9
Section 4.4 Ownership and Maintenance of District Projects.....	10
Section 4.5 Annual Budget.....	10
Section 4.6 New District Projects.....	10
Section 4.7 District Services.....	10
Section 4.8 Issuance of Obligations.....	10
Section 4.9 Payment of Interest Costs.....	10
C. Developer Equity.....	10
D. Interest Calculation.....	10
ARTICLE 5: SPECIAL COVENANTS.....	11
Section 5.1 Records of District.....	11
Section 5.2 Records of the City.....	11
Section 5.3 Consents by Tenants and Transferees.....	11
Section 5.4 Developer's Obligations to the City under Bond or Surety.....	12
ARTICLE 6: DEFAULTS AND REMEDIES.....	12
Section 6.1 Events of Default.....	12
Section 6.2 Remedies on Default.....	12

Section 6.3 Rights and Remedies Cumulative	12
Section 6.4 Waiver of Breach.....	13
Section 6.5 Excusable Delays.....	13
ARTICLE 7: MISCELLANEOUS.....	13
Section 7.1 Effective Date and Term.....	13
Section 7.2 Immunities	13
Section 7.3 Modification.....	13
Section 7.4 Applicable Law	13
Section 7.5 Validity and Severability	13
Section 7.6 Execution of Counterparts	14
Section 7.7 City Approvals	14
Section 7.8 District Approvals.....	14
Section 7.9 Developer Approvals.....	14
Section 7.10 Relationship of Parties.....	14
Section 7.11 City's and District's Legislative Powers.....	14

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement"), entered into as of this ____ day of _____, 2015, among the CITY OF BELTON, MISSOURI, a constitutional charter city and a political subdivision of the State of Missouri ("City"), the CEDAR TREE COMMUNITY IMPROVEMENT DISTRICT, a Missouri political subdivision ("District"), and I-49 INVESTORS, L.L.C., a Missouri limited liability company ("Developer") (the City, District and Developer are collectively referred to herein as the "Parties" and individually as "Party," as the context so requires).

RECITALS

WHEREAS, on _____, 2015, the City Council passed Ordinance No. _____, pursuant to which the City approved the Petition to the City of Belton, Missouri for the creation of the District ("Petition") on approximately 14 acres of property generally located at the northwest corner of I-49 and 58 Highway. Ordinance No. _____ also authorized the execution of this Agreement;

WHEREAS, on _____, 2015, the City Council passed Ordinance No. _____, pursuant to which the City: (i) approved the Cedar Tree Tax Increment Financing Plan ("TIF Plan"); (ii) found that the area described in the TIF Plan ("Redevelopment Area") was a blighted area pursuant to the Real Property Tax Increment Allocation Redevelopment Act, R.S.Mo. Sections 99.800 *et seq.* ("TIF Act"); (iii) selected Developer as the developer designated to implement the TIF Plan; (iv) approved the Tax Increment Financing Contract between the City and Developer dated _____, 2015 ("TIF Contract"), for the implementation of the TIF Plan;

WHEREAS, on _____, 2015, the District passed Resolution _____, pursuant to which the District authorized the execution of this Agreement; and

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

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS

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

Section 1.2. Definitions. All capitalized words or terms used in this Agreement and defined in the TIF Contract shall have the meaning ascribed to them in the TIF Contract. In addition thereto and in addition to words and terms defined elsewhere in this Agreement, the following words and terms shall have the meanings ascribed to them in this **Section 1.2** unless the context in which such words and terms are used clearly requires otherwise:

"Applicable Laws and Requirements" means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any unit of government.

"Administrative Fee" means that amount of the District Special Assessment Revenue that the City shall receive as compensation for performing the administration obligations set forth in this Agreement.

"Board" means the Board of Directors of the District.

"CID Act" means the Missouri Community Improvement District Act, R.S.Mo. Sections 67.1401, *et seq.*

"CID Eligible Costs" means, all actual and reasonable costs and expenses which are incurred by or at the direction of the ~~City~~, District or Developer with respect to construction of the District Projects, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and materialmen in connection with the construction contracts awarded for the District Projects that is constructed or undertaken by the ~~City~~, District or Developer, plus all actual and reasonable costs to plan, finance, (including but not limited to Financing Costs), develop, design ~~and~~, administer, acquire and maintain the District Projects, including, but not limited to, the following:

- (1) actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, financing, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the construction of the District Projects and all actual and reasonable costs for the oversight of the completion of the District Projects; and
- (2) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the District Projects and which may lawfully be paid or incurred under the CID Act.

"CID Revenue" means the District Special Assessment Revenue allocated to the Special Allocation Fund pursuant to the TIF Act and TIF Contract, along with the District Special Assessment Revenue ~~allocated to the City~~ to be used to fund CID Eligible Costs different and in addition to those costs covered in the TIF Contract as provided in this Agreement.

"City Council" means the governing body of the City.

"Debt Service," the amount required for the payment of interest and principal on Obligations, if any, as they come due, for the payment of mandatory or optional redemption payments and for payments to reserve funds required by the terms of the Obligations to retire or secure the Obligations.

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"Developer's Equity," the portion of the Redevelopment Project Costs which are not also Reimbursable Project Costs per the TIF Contract.

"District Projects" (i) means: the projects identified in the Cedar Tree TIF Plan; (ii) District formation costs; ~~and~~ (iii) the ongoing administrative/service costs of the District; and (iv) new District Projects approved pursuant to Section 4.6 herein. Further description of the costs estimated to be incurred in the implementation of District Projects is set forth in **Exhibit A**.

"District Special Assessment" means the special assessment of up to \$2.00 per square foot of usable building area levied by the District within its boundaries pursuant and subject to the TIF Contract, this Cooperative Agreement and the CID Act.

"District Special Assessment Revenue" means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of the District Special Assessment.

"Event of Default" means any event specified in **Section 6.1** of this Agreement.

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

"Financing Costs" means those costs as are necessary to yield, incurred by the undertaking of private loans to pay all or any portion of CID Eligible Costs incurred or estimated to be incurred, including but not limited to interest, loan fees, capitalized interest, financial advisor fees, legal fees, broker fees or discounts, original purchaser's discount, printing and other costs related to such financing. Any such costs related to the financing of non-Reimbursable Project Costs shall not be a Financing Cost. In all regards, the Maximum TIF Reimbursement shall not exceed a net present value reimbursement to Developer of \$2,967,703.00 using a five percent (5%) discount rate, as described in the TIF Contract.

"Obligations" means ~~loans, bonds, loans, debentures, notes, special certificates, or other evidences of loans or indebtedness issued to pay all or any portion of the TIF Reimbursable Project Costs and/or CID Eligible Costs incurred or estimated to be incurred, by the City, or by any other appropriate issuer, approved by the City, that are paid solely from CID Revenue, the proceeds of which are used to pay for Financing or reimburse all or any portion of the CID Costs, to establish reserves to refund or secure such~~. Financing Costs, as defined in Section 2.U of the TIF Contract relating to Obligations, to finance the interest costs associated with such Obligations or to refund, redeem or defease outstanding Obligations, shall be a Reimbursable Project Cost.

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"Operating Costs" means the actual, reasonable expenses which are necessary for the operation of the District which shall include, but is not limited to, costs associated with notices,

publications, meetings, supplies, equipment, photocopying, the engagement of legal counsel, accounting, financial auditing services, insurance, enforcement and collection of the District Special Assessment, and other consultants or services. Operating Costs shall specifically include costs incurred by the City for legal fees in review of the documents necessary for establishment of the district, imposition of the Special Assessment and negotiation of this Agreement, to the extent these costs have not been paid in accordance with a funding agreement between City and the Developer.

"Project Budget" means the budget attached hereto as **Exhibit A** which sets forth those costs estimated to be incurred in the implementation of District Projects, with the TIF Contract allowing for the maximum Reimbursable Project Costs to be paid for under the TIF Plan through TIF Revenue and CID Revenue shall not exceed \$2,967,703.00 plus interest on the advance funding of such costs at a rate of five percent (5%) per annum (the "Maximum TIF Reimbursement"). Interest shall be calculated annually and certified as a Reimbursable Project Cost. In all regards, the Maximum TIF Reimbursement shall not exceed a net present value of \$2,967,703.00, using a five percent (5%) discount rate ~~(the "Maximum TIF Reimbursement")~~. Notwithstanding the reimbursement provisions in the TIF Contract, Developer may be allowed reimbursement for CID Eligible Costs included in the Project Budget, so long as they were not included in the TIF Contract's Redevelopment Project 1 Cost Budget.

"Public Finance Revenue" means all TIF Revenue and CID Revenue.

"TIF Act" means the Real Property Tax Increment Allocation Redevelopment Act, R.S.Mo. Sections 99.800 *et seq.*, as amended.

"TIF Contract" means the Tax Increment Financing Contract between the City of Belton, Missouri and I-49 Investors, L.L.C. for the Cedar Tree Tax Increment Financing Redevelopment Plan dated _____, 2015.

ARTICLE 2: REPRESENTATIONS

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

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

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

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

imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

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

E. The District acknowledges that the funding and construction of the District Projects are of significant value to the District, the property within the District and the general public. The District finds and determines that the District Projects are reasonably anticipated to remediate the blighting conditions within the District and will serve a public purpose by remediating blighting conditions and by promoting the economic welfare and the development of the City of Belton and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the District Area; (iii) increasing local and state tax revenues; and (iv) providing necessary public infrastructure for the redevelopment of the District Area and other surrounding development. Further, the District finds that the District Projects conform to the purposes of the CID Act.

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

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

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

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

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

Section 2.3. Representations by Developer. Developer represents that:

A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents

required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

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

C. No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer or any member of the Developer which are material to or impact the District or the District Projects. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, the terms and provisions of this Agreement.

D. The Developer is, to its knowledge, in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

ARTICLE 3: COLLECTION OF FUNDS

Section 3.1. Imposition of the District Special Assessment. After the execution of this Agreement, it is anticipated that the Board will adopt a resolution which allows the imposition of the District Special Assessment in an amount up to \$2.00 per square foot of useable building area.

Section 3.2. Administration and Collection of the District Special Assessment. The District Special Assessment shall be collected by County Collector and remitted to the City. The City shall notify the District annually of the amount of District Special Assessment Revenue deposited with the City. The City shall receive from the Collector the District Special Assessment Revenue, which shall be deposited by the City in a special trust account, and shall be used to make those distributions and payments set forth in **Section 3.6**, in the order of priority set forth in **Section 3.6**. All District Special Assessment Revenue disbursements shall be subject to annual appropriation of the District. The City agrees to perform for the District all other functions incident to the administration and enforcement of the District Special Assessment, pursuant to the CID Act and this Agreement. The District has enacted, or will enact, resolutions that (i) impose the District Special Assessment (ii) authorize the City to perform all functions incident to the administration, enforcement and operation of the District Special Assessment, including the costs associated with obtaining an annual independent financial audit of the District Special Assessment Revenue receipts and disbursements, and (iii) prescribe any required forms and administrative rules and regulations for reporting the District Special Assessment. The

District may amend the forms, administrative rules and regulations applicable to the administration, enforcement and operation of the District Special Assessment, as needed.

Section 3.3. Administrative Fee for District Special Assessment Administration by the City.

A. From the effective date of this Agreement, in the event that the District Special Assessment is levied, the City shall receive an Administrative Fee for administering the District Special Assessment in the amount of two percent (2%) of the total District Special Assessment Revenue. For purposes of the calculation of the Administrative Fee, the total District Special Assessment Revenue shall include only that portion of the District Special Assessment Revenue that is collected and deposited in the Special Allocation Fund pursuant to the TIF Contract and TIF Act.

B. In the event that there are insufficient District Special Assessment Revenue funds in any fiscal year to generate a sufficient Administrative Fee to cover the actual costs incurred by the City with respect to the administration of the District Special Assessment in any such fiscal year, any unpaid Administration Fee or portion thereof shall be paid by the Developer, who may seek reimbursement of same as a CID Eligible Cost in accordance with this Agreement.

Section 3.4. District Operating Costs.

A. The City, on behalf of the District, shall pay for the Operating Costs of the District from District Special Assessment Revenue. The Operating Costs shall be included in the District's annual budget, as provided in **Section 4.5**. In the course of performing the administrative duties set forth in **Section 3.2**, the City may incur Operating Costs for the District, which shall be paid or reimbursed from District Special Assessment Revenue, following review by and resolution of the Board if approved by same.

B. In the event that there are insufficient funds generated by District Special Assessment Revenue in any fiscal year to cover the Operating Costs, the Operating Costs shall be paid by the Developer, who may seek reimbursement of same as a CID Eligible Cost in accordance with this Agreement.

Section 3.5. Enforcement of the District Special Assessment. The District authorizes the City, to the extent permitted by law, to take all actions necessary for collection and enforcement of the District Special Assessment, and the City agrees to use its reasonable best efforts to collect and enforce the same. To the extent required by the County, the City may, in its own name or in the name of the District, prosecute or defend an action, lawsuit or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure the payment of the District Special Assessment. The District hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the District in any such action, lawsuit or proceeding if the City shall so request.

Section 3.6. Distribution of the District Special Assessment Revenue. The District and the City shall have no obligation to reimburse Developer, and no disbursements of the District Special Assessment Revenue from the special trust account will be made, for CID

Eligible Costs until a Reimbursement Certificate has been approved (as described in **Section 4.3**) and until sufficient District Special Assessment Revenue has been collected and is available for payment to Developer. Subject to annual appropriation by the District, the City, on behalf of the District, shall disburse on an annual basis the District Special Assessment Revenue in the following order of priority:

A. Pursuant to the TIF Act, TIF Plan and TIF Contract, for so long as Redevelopment Project 1 is activated for tax increment financing, all of the District Special Assessment Revenue which is generated within Redevelopment Project Area 1 and intended to be used to reimburse developer for costs contemplated by the TIF Commission, will be deposited by the City into the Special Allocation Fund, which funds shall then be subject to distribution pursuant to the TIF Act, TIF Plan and TIF Contract and this Cooperative Agreement.

B. The City shall distribute to itself the Administrative Fee, as described in **Section 3.3**, which shall be calculated as the applicable percentage of the total District Special Assessment Revenue collected each month.

C. The City shall pay the approved Operating Costs of the District, or reimburse those parties which have incurred approved Operating Costs, as described in **Section 3.4**.

D. The City shall pay other Costs of the District not covered by the TIF Plan or TIF Contract, in accordance with the CID Act.

E. Following the approval of a Reimbursement Certificate as described in **Section 4.3**, the City shall pay approved CID Eligible Costs, or reimburse those parties which have incurred approved CID Eligible Costs, to the extent such costs have not been paid or reimbursed from otherwise hereunder or under the TIF Contract.

Section 3.7. Records of the District Special Assessment. The City shall keep accurate records of the District Special Assessment Revenue collected and copies of such records shall be made available to the District. Any City records pertaining to the District Special Assessment shall be provided to the District, upon written request of the District, as permitted by law.

Section 3.8. Termination of Cooperative Agreement. Upon reaching the Maximum TIF Reimbursement or Maximum Term, as defined in the TIF Contract, this Cooperative Agreement shall terminate and the District shall have no further duties, responsibilities, or obligations to the City and shall operate and conduct its affairs as authorized by the Revised Statutes of Missouri.

Upon termination of this Cooperative Agreement, the City shall:

A. Retain the City's Administrative Fee, if applicable, to which it is entitled in accordance with this Agreement.

B. Pay all outstanding Operating Costs from available District Special Assessment Revenue.

- C. Turn over administrative oversight to the District Board.

ARTICLE 4: FINANCING DISTRICT PROJECTS

Section 4.1. Design and Construction of District Projects. The District's primary role is to assist in the funding of the District Projects. The District Projects shall be designed and constructed by or at the direction of Developer, pursuant to the terms of the TIF Contract, subject to Applicable Laws and Requirements, and the District shall have no obligation to design and construct the District Projects. The District Projects shall be designed and constructed on a schedule to be determined by City and Developer in accordance with the TIF Contract.

Section 4.1.1 Public Bidding, Posting Bonds and Prevailing Wage ~~To The~~ City has not independently required the Developer or the District, or any contractors or agents thereof, to comply with the Prevailing Wage Act (R.S.Mo. Sections 290.210 et seq.), public bidding or the posting of bonds. However, to the extent compliance with the Prevailing Wage Act, public bidding or the posting of bonds is affirmatively and legally required for the District Projects by law and a governmental entity vested with the authority to impose such requirements, and to the extent Developer or contractors on behalf of Developer shall cause the design and construction of the District Projects, Developer, to the extent it is acting as Agent of the District, and shall comply with all Applicable Laws and Requirements, including where and if applicable, public bidding, the posting of bonds and the payment of prevailing wages pursuant to the Prevailing Wage Act (R.S.Mo. Sections 290.210 et seq.) to contractors or subcontractors of Developer. Developer shall indemnify and hold harmless the City and the District for any damage resulting to either from failure of either Developer or its contractor or subcontractors to pay prevailing wages pursuant to applicable laws, if required by law and by a governmental entity vested with the authority to impose such requirements as described above.

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Section 4.2. Financing the District Projects.

A. Developer shall provide or cause to be provided the initial financing of the District Projects, and shall be eligible for reimbursement of the same from CID Revenue subject to the terms of the TIF Contract and this Agreement. The District may enter into a promissory note with the Developer for reimbursement of CID Eligible Costs from CID Revenue as provided herein.

B. The District pledges, subject to annual appropriation, the use of CID Revenue to fund District Projects in accordance with the priority of distributions set forth in **Section 3.6**.

Section 4.3. Certificates of Completion and CID Eligible Costs.

A. With respect to CID Eligible Costs, Developer may at any time submit to the City, as the agent of the District in accordance with this Agreement, a Certificate of CID Eligible Costs ("Reimbursement Certificate"), using substantially the form attached as **Exhibit B**, for such costs incurred by Developer. Developer shall provide itemized invoices, receipts or other information, if any, to confirm that any submitted cost has been so incurred, qualifies as a CID Eligible Cost, and has not already been funded or reimbursed from Public Finance Revenues pursuant to the TIF Contract. If the City determines, in its reasonable discretion, that the costs submitted for reimbursement are CID Eligible Costs and have not been previously reimbursed

from Public Finance Revenue, then the City shall approve the Reimbursement Certificate and the amounts stated therein for payment from the CID Revenue in accordance with this Agreement. If the City determines to not approve the Reimbursement Certificate for payment, the City shall notify the Developer in writing within sixty (60) days after receiving the Reimbursement Certificate, and shall specify in such notice the reason(s) for withholding its approval. Upon request of the Developer, the City shall hold a hearing at which the Developer may challenge the City's determination, including presentation of new and/or additional evidence. Developer shall have the right to identify and substitute other CID Eligible Costs with a supplemental application for payment, subject to the limitations of this Agreement, for any requested reimbursement that the City determines does not qualify as a CID Eligible Cost.

B. Upon substantial completion of all or a portion of the District Projects, Developer shall submit a Certificate of Completion substantially in the form attached hereto as **Exhibit C** ("Completion Certificate"). If the City, as the agent of the District in accordance with this Agreement, determines, in its reasonable discretion, that the portion of the District Projects submitted for certification have been completed in accordance with this Agreement and all relevant codes, regulations, statutes and laws, then the City shall approve the Completion Certificate. If the City determines to not approve the Completion Certificate, the City shall notify Developer as appropriate in writing within sixty (60) days after receiving the Completion Certificate, and shall specify in such notice the reason(s) for withholding its approval. Upon request of the Developer, the City shall hold a hearing at which the Developer may challenge the City's determination, including presentation of new and/or additional evidence.

Section 4.4. Ownership and Maintenance of District Projects. The District's primary role is to fund and assist in the funding of the District Projects. The District shall have no ownership of the District Projects, and title to the District Projects shall remain in the name of its current owners, including, *inter alia*, the City, Developer, and their respective successors and assigns. The District shall not be responsible for maintenance of the District Projects.

Section 4.5. Annual Budget. The budget for capital and operating expenses for the District's first fiscal year shall be prepared and submitted to the City Treasurer within ninety (90) days after execution of this Agreement. For each subsequent fiscal year of the District, the District shall, no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, submit a proposed budget for capital and operating expenses for the upcoming fiscal year to the City Treasurer, for the City's review and approval, which shall then be approved by the Board. Each budget for the District shall generally be prepared in accordance with all applicable State statutes including R.S.Mo. Section 67.010, as amended. Any amendments to the District's annual budget shall be subject to the approval of the City as described in this **Section 4.5**.

Notwithstanding the above, the City shall not have the right to approve the District's budgets after the TIF Plan is terminated.

Section 4.6. New District Projects. The District may use District Special Assessment Revenue, as such revenues are available, to pay project costs for new District Projects which have been approved in accordance with the CID Act and the approval of the City Council. The District shall not undertake new District Projects without the prior approval of the City Council.

Payment of the costs of any such new District Projects shall be paid on the same priority as exists for CID Eligible Costs, in such relative proportion with CID Eligible Costs for the current District Projects as is determined at the time of the approval of such new District Projects. In the event TIF Revenue (as defined in the TIF Contract) is being produced at or in excess of the levels projected on a cumulative basis pursuant to the TIF Plan, the City acknowledges that District Special Assessment Revenue may be pledged to District Projects and services not anticipated in the TIF Plan. In other words, such a pledge of District Special Assessment Revenue may be made when the amount of TIF Revenue produced up to any given point in time has exceeded the cumulative amount of TIF Revenue projected to be produced up to that point pursuant to the TIF Plan. By way of illustration only, if TIF Revenue is projected to be produced at \$100 annually for years 1-3 following adoption of the ordinance approving the Redevelopment Project, and TIF Revenue is produced in the amounts of \$105 in year one, \$105 in year two, but \$95 in year three, District Special Assessment Revenues may be pledged to District Projects and services not anticipated in the TIF Plan at such point because cumulatively the TIF Revenue has exceeded the TIF Plan projections by \$5. However, by way of alternative illustration, if TIF Revenue is projected to be produced at \$100 annually for years 1-3 following adoption of the ordinance approving the Redevelopment Project, and TIF Revenue is produced in the amounts of \$100 in year one, \$100 in year two, but \$95 in year three, District Special Assessment Revenue may not be pledged to District Projects and services not anticipated in the TIF Plan at such point, unless otherwise approved by the City Council, because cumulatively the TIF Revenue been collected in an amount \$5 short of the TIF Plan projections.

Section 4.7. District Services. It is anticipated that the District will not undertake the provision of district services, as authorized in R.S.Mo. Section 67.1461-(22), until the District Projects have been completed, and all CID Eligible Costs have been paid or reimbursed, subject to the provisions of Section 4.6 herein.

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Section 4.8. Issuance of Obligations.

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A. The issuance of Obligations is not allowed for the District Projects without consent of the City Council, as detailed in the TIF Contract and in this Cooperative Agreement.

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Section 4.9 Payment of Interest Costs.

A. Developer Equity. Notwithstanding the reimbursement provisions in the TIF Contract, Developer shall not receive interest on Developer's Equity, (i.e., the portion of the Redevelopment Project Costs which are not also Reimbursable Project Costs per the TIF Contract).

B. Interest Calculation. The TIF Contract details the Maximum TIF Reimbursement to be paid for under the TIF Plan through TIF Revenue and CID Revenue shall not exceed \$2,967,703.00 plus interest on the advance funding of such costs at a rate of five percent (5%) per annum (the "Maximum TIF Reimbursement"). In all regards, the Maximum TIF Reimbursement shall not exceed a net present value of \$2,967,703.00, using a five percent (5%) discount rate. Notwithstanding the reimbursement provisions in the TIF Contract, Developer shall not receive interest on Developer's Equity.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1. Records of the District. The District shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied, and will furnish the City such information as it may request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to determine whether the covenants, terms and provisions of this agreement have been met. In addition, the District shall furnish annual financial statements of the District for each fiscal year no later than June 30th following the end of such fiscal year. For that purpose, all pertinent books, documents and vouchers relating to its business, affairs and properties shall at all times during regular business hours be open to the inspection of such accountant or other agent (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as reasonably required) as shall from time to time be designated and compensated by the inspecting party.

Section 5.2. Records of the City. The City shall keep and maintain adequate records pertaining to disbursements for reimbursement or payment of the costs of the District Projects. Such records shall be available for inspection by the District upon reasonable notice.

Section 5.3. Consent by Tenants and Transferees.

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

Community Improvement District: Tenant acknowledges and consents that (i) all or a portion of the Leased Premises are located within the boundaries of the Cedar Tree Community Improvement District ("District") created by Belton, Missouri (the "City"), (ii) that the District imposes a Special Assessment on usable building area within the District. Tenant hereby acknowledges and agrees that the District, and the City as the agent of the District, are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

Developer shall use its reasonable best efforts to cause a provision in substantial compliance with this provision to be included in all sales contracts entered into after the date of this Agreement by Developer with purchasers of property located within the District, requiring said sales information be provided to the City.

B. Promptly following the execution of any lease for real property within the District, Developer shall provide a certification to the City, signed by Developer and such tenant, confirming that the lease includes the provisions satisfying Developer's obligation as set forth in this **Section 5.3**. Failure of Developer to require that such restrictions be placed in any such lease shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the District's and the City's rights of enforcement and remedies under this Agreement,

nor shall it affect the Developer's right to reimbursement of its CID Eligible Costs or otherwise form the basis of a default on the part of the Developer hereunder.

C. Developer, to the maximum extent reasonably possible, shall enforce the lease/sales contract obligation set forth in paragraph A of this **Section 5.3**. This obligation shall be a covenant running with the land and shall be enforceable against Developer and against any purchaser, lessee or other transferee or possessor from Developer as if such purchaser, lessee or possessor were originally a party to and bound by this Agreement and shall only terminate upon the end of the term of the District.

Section 5.4. Developer's Obligations to the City under Bond or Surety. The Parties agree that:

A. The District Projects, or any portion thereof, which the Developer is or becomes obligated to the City to construct pursuant to any City Code provision or Ordinance, or the TIF Contract, does not diminish the consideration to the District as recited in **Section 2.1**.

B. In the event that the City constructs or causes to be constructed any portion of the District Projects pursuant to any action on a bond or other form of surety that is provided to the City by the Developer pursuant to the City Code or a City ordinance, or the TIF Contract, then the City shall be entitled to reimbursement from the District for such CID Eligible Costs that are not paid or reimbursed to the City under such bond or surety.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1. Events of Default. If any one or more of the following events shall occur and be continuing following the expiration of any cure provisions herein, then such event or events shall constitute an Event of Default under this Agreement:

A. Failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement (except as otherwise provided in **Section 5.3**), and the continuance of such default for ninety (90) days after a non-defaulting Party has given written notice to the defaulting Party specifying such default.

Section 6.2. Remedies on Default. If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement. To the extent that the City must enforce its rights against the District due to an Event of Default, costs incurred by the City for such enforcement shall be deemed District Operating Costs.

Section 6.3. Rights and Remedies Cumulative. The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement,

notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 6.4. Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 6.5. Excusable Delays. No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such excusable delay.

ARTICLE 7: MISCELLANEOUS

Section 7.1. Effective Date and Term. This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. Termination of this Agreement is provided in **Section 3.8.** or if the District is abolished in accordance with R.S.Mo. Section 67.1481, in which case this Agreement shall terminate.

Section 7.2. Immunities. No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future officer, member, employee, director or agent of the City, Developer or the District, or of any successor thereto, as such, either directly or through the City, Developer or the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. The District, as a separate political subdivision of the state, is responsible for compliance with all applicable state laws and agrees, to the extent permitted by law, to hold harmless and indemnify the City from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys fees, resulting from, arising out of, or in any way connected with the District's failure to comply with any applicable state law.

Section 7.3. Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

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

Section 7.5. Validity and Severability. It is the intention of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to

conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

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

Section 7.7. City Approvals. Unless specifically provided to the contrary herein, all approvals of City hereunder may be given by the City Manager or his/her designee without the necessity of any action by the City Council.

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

Section 7.9. Developer Approvals. Unless specifically provided to the contrary herein, all approvals of Developer hereunder may be given by the Managing Member of Developer or his/her designee without the necessity of any action by the members of the Developer.

Section 7.10. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between the City, Developer and/or District.

Section 7.11. City's and District's Legislative Powers. Notwithstanding any other provisions in this Agreement, nothing herein shall be deemed to usurp the governmental authority or police powers of City or to limit the legislative discretion of the City Council, and no action by the City Council in exercising its legislative authority shall be a default under this Contract. Notwithstanding any other provisions in this Agreement, nothing herein shall be deemed to usurp the governmental authority of District.

IN WITNESS WHEREOF, Developer, the District, and the City have caused this Agreement to be executed in their respective names and attested as to the date as set forth below.

CITY:

CITY OF BELTON, MISSOURI

By: _____
Jeff Davis, Mayor

ATTEST:

Patricia Ledford, City Clerk

DEVELOPER:

I-49 INVESTORS, L.L.C.

By: _____
_____, Managing Member

CID:

CEDAR TREE COMMUNITY
IMPROVEMENT DISTRICT

By: _____

ATTEST:

_____, District Secretary

EXHIBIT A
PROJECT BUDGET

EXHIBIT B

FORM OF CERTIFICATE OF CID REIMBURSABLE PROJECT COSTS

CERTIFICATE OF CID ELIGIBLE COSTS

To: Financial Services Director, City of Belton, Missouri

Copy: City Manager, City of Belton, Missouri
Chairman, Cedar Tree Community Improvement District

Re: Certification of Cedar Tree CID Eligible Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of ____, 20__ (the "Agreement") between the City of Belton, the Cedar Tree Community Improvement District, and I-49 Investors, L.L.C.. In connection with the Agreement, the undersigned ("Developer") hereby states and certifies that:

1. Each item listed on *Schedule 1* attached hereto is a CID Eligible Cost and was incurred in connection with the construction, administration or maintenance of the District Projects.

2. These CID Eligible Costs have been paid by the Developer and are reimbursable under the Agreement and, to the knowledge of the Developer, the CID Act.

3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the District Special Assessment or other Public Finance Revenue, and no part thereof has been included in any other certificate previously filed with the City.

4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

5. All necessary permits and approvals required for the work for which this certificate relates have been issued and, to the knowledge of the Developer, are in full force and effect.

6. To the knowledge of the Developer, all work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a CID Eligible Cost within the meaning of the Agreement and the CID Act, the Developer shall have the right to substitute other eligible CID Eligible Costs for payment hereunder.

8. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Event of Default on the part of the Developer under the Agreement.

9. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _____, 20 ____.

By: _____

Name: _____

Title: _____

Approved for Payment this ____ day of _____, 20 ____.

FINANCIAL SERVICES DEPARTMENT, CITY OF BELTON, MISSOURI AS THE AGENT
OF THE CEDAR TREE COMMUNITY IMPROVEMENT DISTRICT

By: _____

Title: _____

SCHEDULE 1 TO REIMBURSEMENT CERTIFICATE

Itemization of CID Eligible Costs

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

EXHIBIT C

FORM OF CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

To: Financial Services Director, City of Belton, Missouri

Copy: City Manager, City of Belton, Missouri
Chairman, Cedar Tree Community Improvement District

Re: Completion of Cedar Tree CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of ____, 20__ (the "Agreement") between the City of Belton, the Cedar Tree Community Improvement District, and I-49 Investors, L.L.C.. In connection with the Agreement, the undersigned ("Developer") hereby states and certifies that:

1. The District Projects, or the portion thereof described below, have been completed in accordance with the Agreement, and all required approvals, certificates or permits have been granted or issued by the appropriate governmental entity or agency to commence operation of all improvements in the District Projects, or the portion thereof described below:

Portion of District Projects completed: _____

2. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Event of Default on the part of the Developer under the Agreement.

3. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _____, 20__

By: _____

Name: _____

Title: _____

Approved this ____ day of _____, 20__ :

FINANCIAL SERVICES DEPARTMENT, CITY OF BELTON, MISSOURI AS THE AGENT OF THE CEDAR TREE COMMUNITY IMPROVEMENT DISTRICT

By: _____

Title: _____

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SECTION VI
D

BILL NO. 2015-90

ORDINANCE NO. 2015-

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW A IN-HOME CHILD CARE ON PROPERTY ZONED R-1 (SINGLE-FAMILY RESIDENTIAL), AND LOCATED AT 8406 E. 166TH STREET, BELTON, MISSOURI.

WHEREAS, the Belton Planning Commission has received a request for Special Use Permit to allow an in-home child care on a property located at 8406 E. 166th Street in the City of Belton, Missouri, and

WHEREAS, a public hearing was held before the Belton Planning Commission on November 2, 2015 in accordance with the provisions of Section 40-2 of the Unified Development Code of the City; and

WHEREAS, notice of the hearing was sent to property owners within 185-feet of the subject property by certified mail on October 16, 2015; and

WHEREAS, the Belton Planning Commission voted by a majority (7-0) of those present to recommend APPROVAL of the Special Use Permit to the City Council.

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

Section 1. That the proposed in-home child care on property zoned R-1 (Single-Family Residential), and located as 8406 E. 166th Street, in the City of Belton, Missouri, is hereby approved for a Special Use Permit in accordance with Section 40 of the Unified Development Code.

Section 2. That a public hearing was held before the Belton Planning Commission on November 2, 2015 in accordance with the provisions of Section 40-3 of the Unified Development Code of the City, and the request received a recommendation of approval from the Commission.

Section 3. That no condition(s) shall apply to the business as a matter of record for this Special Use Permit.

Section 4. That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

DULY READ TWO (2) TIMES AND PASSED this _____ day of _____, 2015.

Mayor Jeff Davis

APPROVED this _____ day of _____, 2015.

Mayor Jeff Davis

ATTEST:

City Clerk

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2015, and thereafter adopted as Ordinance No. 2015-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2015, after the second reading thereof by the following vote, to-wit:

AYES:	COUNCILMEN:
NOES:	COUNCILMEN:
ABSENT:	COUNCILMEN:

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



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM
TUESDAY, NOVEMBER 10, 2015 / 7:00 P.M.**

DATE: November 10, 2015
 ASSIGNED STAFF: Robert G. Cooper, City Planner
 DEPARTMENT: Community Planning & Development

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

ISSUE:

Application SUP15-23, to allow a home child care business to operate on property zoned R-1 (Single-Family Residential) District.

BACKGROUND:

The subject property is addressed as 8406 E. 166th Street, which is part of the Bel-Ray Estates residential subdivision, located on the city's northeast side.

The 1,357-sq. ft. residential house at 8406 was originally constructed in 1976 as a one-story wood-frame, which has six (6) rooms with three (3) of them as bedrooms, with two (2) full size bathrooms, including a full basement. There is an attached garage with an added rear concrete wing for a double stacking capacity of four (4) vehicles.

SPECIAL USE PROVISION – Some uses of land are not appropriate in all locations within a district or under circumstances where the use imposes an inappropriate impact on the public or neighboring properties and are therefore designated as “special uses”. These uses may be approved at a particular location through the receipt of a special use permit where the impact of those users does not inappropriately affect or impair the use and enjoyment of neighboring properties.

NATURE OF THE REQUEST

The applicant currently has a home daycare license, which allows her to watch no more than four (4) unrelated children. Mrs. Andrea Kelly wishes to watch up to ten (10) unrelated children in accordance with her State issued license. In order to increase the number of unrelated children under her care, city code requires a special use permit.

CODE CITATION

Pursuant to Section 40-3(6) of the Unified Development Code, ‘Day care homes and centers’ with more than four (4) children must have a special use permit and must meet the following requirements:

- a. Day care homes and centers must be licensed by and in compliance with all state and local laws governing such facilities;
- b. Any outdoor areas used by the facility as recreational areas must be enclosed by a fence no less than 42-inches in height;

Day care homes and centers must include a designated safe unloading (drop-off) and loading (pick-up) areas for children.

Location: Addressed as 8406 E. 166th Street.

Property Description: Bel-Ray Estates, Lot 254

Deed Holder / Applicant: Aaron Chai / Andrea Kelly

Size of Site: 143-ft. x 86-ft. (12,298-sq. ft.) / 0.28-acre

Existing Zoning / Land Use: R-1 / Single-Family Residential

Proposed Use: Home Child Care

Surrounding Zoning / Land Use:

North: R-1 / Single-Family Dwelling

East: R-1 / Single-Family Dwelling

South: R-1 / Single-Family Dwelling

West: R-1 / Single-Family Dwelling

Future Land Use Map: SFR (Single-Family Residential)

STAFF REPORT

BALANCE OF RIGHTS AND ACTIVITIES:

- Use of private property.
- Need in the community for quality day care services.
- Residential neighborhood not zoned for business or commercial type activities.
- Expectation of quiet enjoyment of residential property.
- Home occupation opportunities that do not look, feel or smell like a commercial operation.
- Special Use Permit process to explore parameters of this home occupation exception.

Welfare and Convenience of the Public

Staff believes that by allowing a home child care business at the proposed location could contribute to the welfare and convenience of the public.

Injury to Surrounding Property

It appears, at face value, the proposed use will not have an adverse effect on the surrounding or abutting properties due to the nature of the business. However, any home business has the potential to injure surrounding properties, e.g. traffic, and noise.

Domination of the Neighborhood

It appears to staff, the proposed use as a home day care will not dominate the neighborhood. All of the adjoining residential Lots within the immediate neighborhood have a minimum lot size of 0.25 and 0.35 of an acre. These moderately large residential lots will help mitigate any potential negative affect a use of this type may produce.

Off-Street Parking / Access

The Unified Development Code requires, "one (1) parking space for every 600-s.f. of gross-floor area (gfa)". Based on the total square footage of the house; two (2) off-street parking spaces must be provided. Currently, there are no restrictions for on-street parking along 166th Street.

There is direct access from 166th Street, which is the primary and only source of ingress/egress. Due to the scheduling scheme of the business owner and relatively low volume of users, no additional access or traffic calming devices are needed.

Generally, parents will be dropping their children off in the mornings between 7:00 and 9:00 with no more than two (2) cars at a time allowing for the passenger car-door to face curbside. (Exhibit A).

Signage

Pursuant to Section 40-4 of the Unified Development Code, home based business are allowed one (1) non-illuminated wall sign, not to exceed two-square feet and shall match the house in color and design.

The applicant has indicated she will not be using any type of advertising from her house

Fenced Area

City code requires that any outdoor play-area used for recreation by a pre-school or child care center, must be enclosed by a fence no less than 42-inches in height.

The applicant has provided a fenced-in outdoor play-area for the children (Exhibit B).

Staff Recommendation

Approval of the home childcare business, aka: Andrea's Angel Academy.

PLANNING COMMISSION RECOMMENDATION(S):

Approve the Special Use Permit with condition(s) as proposed to allow a home child care to operate at 8406 E. 166th Street, and following staff presentation and discussion, the Planning Commission voted 7-0 to approve Special Use Permit #15-23 without condition(s).

ATTACHMENTS:

Applicant's Business Plan and Policy,
Exhibit 'A' / Photo of Pick-Up and Drop-Off Area;
Exhibit 'B' / Photo of fenced backyard play area.

FILE COPY

OCT 13 2015

AN 02 AN

Andrea's Angel Academy

Business Plan 10/10/2015

8406 E. 166th St. andreasangelacademydirector@yahoo.com
Belton, MO 64012 www.andreasangelacademy.com

816-425-4247

Table of Contents

I. Executive Summary

Mission Statement

Objectives

II. Description of Business

Company Ownership/Legal Entity

Location

Interior

Hours of Operation

Services

Suppliers

Customer Service

Management

Financial Management

III. Marketing

Competition

Pricing

Strategy and Implementation

Executive Summary

Mission Statement

Andrea's Angel Academy has a vision of a caring, safe, affordable, yet high quality child care facility, strictly serving the best interest of each child in our care. We make a promise to parents that your child will be cared for the way you would want for them to be cared for. We want parents to have no doubt in their mind that their child is in the hands of someone who has every intention of standing by his/her side while he/she grows socially, physically, intellectually, creatively, and emotionally.

Andrea's Angel Academy will meet each need of every child to the best of our ability, and your child will learn to possess confidence, high self-esteem, compassion, intellect, respect, honesty, and sincerity. Children will be praised constantly, rewarded for good deeds, and encouraged to be brave and do their best.

The goal of Andrea's Angel Academy is not to simply provide child care, but to provide a home away from home environment where your child is free to be their own unique, individual, happy self! We will have a wonderful time together gaining new experiences every day.

Objectives

The objective of Andrea's Angel Academy is to continue providing high quality child care and Kindergarten prep learning, in a home away from home environment.

2015 – Our goal is to increase our enrollment to a capacity of no more than 10 children at any given time. We do offer 24/7 care, with less children enrolled during the overnights/weekend shifts than during the day.

2016 – Our goal is to continue our enrollment providing a much needed service to the residents of Cass County. There are very limited options for 24/7 care or even extended hours care in Cass County, and it's our mission to service this need.

Description of Business

Company Ownership/Legal Entity

Andrea's Angel Academy is owned by Andrea & Robert Kelly. The Academy is currently going through the Special Use Permit process with the City of Belton. It is also licensed by the State of Missouri Department of Health and Senior Services under the name Andrea Kelly. The Academy has plans to become accredited in the future. It is also approved by the State of MO Sanitation Dept. as well as the State Fire Marshall.

Location

Andrea's Angel Academy is currently ran from the basement of the owner's home at 8406 E. 166th St., Belton, MO 64012.

Interior

The interior of the Academy's current space is one basement room used as the primary play, learning, eating, and sleeping area for all children in care. There is also an infant room to the side of the primary child care room where infants and toddlers play. The bathroom and the kitchen are upstairs. The upstairs is also a licensed space except for the bedrooms, and care is provided upstairs sometimes during the evening/weekend/overnight shifts.

Hours of Operation

Andrea's Angel Academy is open 7 days a week, 24 hours a day.

Services

Andrea's Angel Academy offers child care to the residents of Belton, MO and surrounding areas. We offer care 7 days a week with extended daily hours in order to serve a larger percentage of the population that works outside of the traditional work schedule. Andrea's Angel Academy cares for children ages newborn – 12 years of age.

Our pre-school students are cared for with affection and love, but are given much more room to develop their independence. Pre-school students are introduced to their alphabet, numbers, colors, and shapes. These children experience new learning situations each day and are taught with a hands-on approach. Our pre-school students are encouraged to participate in certain activities with the older children. This promotes a desire to be more curious and eager about the topics.

Our pre-K students are given affection as needed/desired. Pre-K at the Academy is a time for strong academic development. Children in this age group at the Academy will begin reading skills, writing skills, and will memorize their personal information such as phone number and address. Our Pre-K students are not only ready for Kindergarten, but are often above Kindergarten level on

several of their skills. Children in this age group will learn through real life experiences along with following a curriculum.

Andrea's Angel Academy focuses on growth of the whole child. Each child in our care will develop at or above their age appropriate development level. We perform assessments on each child every year so that we know where a child is lacking, which in turn lets us know the areas that we need to expand upon with that particular child. Our children are taught as a group, but are also given strong attention to their individual needs.

Suppliers

Andrea's Angel Academy is not likely to have any regular suppliers. All furniture and equipment that is to be used in the Academy will be purchased from different sellers, both retail and private parties, and is already in place at the Academy. We supply meals to the students that are cooked on location. The Academy staff will be responsible for all building maintenance and grounds keeping, and will not be contracting an outside company for any work related to these items.

Customer Service

Andrea's Angel Academy provides extremely high quality care to all students. Each student is cared for and taught as an individual, and their needs are observed and met on a constant basis. We strive to provide a home away from home environment for each student as well as provide them with a structured, intellectually stimulating schedule in order to prepare them for Kindergarten once they reach the pre-K level.

Andrea's Angel Academy treats each family with respect. Not only are we serving our students, but we are serving their families as well. In an effort to give back to our community we will provide services to our families who are in need of assistance such as a clothing and toy closet, meals around the holidays, and free parenting classes. We will also offer Parents Night Outs once a month.

Our staff keeps an open line of communication at all times with all parents, and we acknowledge and take into consideration any special needs that the child/family may have while we are providing care. We maintain an open door policy for all current students and their families, and prospective students and their families.

Management

Currently the owner Andrea Kelly is acting as Owner/Primary Teacher.

I have over 20 years of experience working with children. I have a CNA certification. I am First Aid and BLS certified. I hold a Bachelor's of Social Science w/ an Education Concentration and a minor in Sociology.

I have gained management experience through previous jobs as well as with owning my own company. I have experience with accounts payable/receivable, supervising 30 employees, scheduling and payroll for 140 employees, and case management for 15 persons with developmental disabilities. I have had several jobs that have placed me in high stress situations. I have had several jobs that have required my problem-solving and multi-tasking abilities, and I have always strived for perfection in the jobs that I have had. I believe my work and life experience along with my education have laid a strong framework for great success in running my own business.

Financial Management

Andrea's Angel Academy will provide a positive cash flow which will continue to grow over the next year, and then will balance out every year thereafter. Since the cash flow will increase over the next year, and our expenses will remain the same over time, we will continue to make a profit.

The finances are handled by the Director, and are mostly automated through daycare and accounting software.

Marketing

Competition

There are a few home daycares in Belton. There are a few daycare centers in Belton. However, to the best of my knowledge, there are not any non-denominational licensed facilities which are open 7 days a week, and offer pre-school along with child care which are affordable and as flexible with hours as we are.

Andrea's Angel Academy will never become a large corporation because I want to keep the personal, intimate feel with our families. Our child care families are seen as an extension of our family. They are not just a check for us. We are investing in their children, in their future, and in their education.

Our prices are average. We are not the cheapest, nor are we close to the most expensive. Our prices keep us competitive.

Advertising and Promotion

Andrea's Angel Academy will advertise and promote through a variety of ways. We utilize social media such as Facebook, YouTube, Pinterest, and Twitter. We also advertise on Craigslist and through word of mouth. We have a website with a blog which not only provides an alternate form of communication for current parents, but is also a great advertisement. We use a car magnet and place business cards at various locations through town. We have an ad on www.yp.com. We have also placed flyers in grocery stores and other public places. All of these methods of advertisement have been at little to no cost to us. We do not use now and do not plan to use signs on our property.

We will track which advertising methods are working best by asking prospective parents how they heard about us. We will also offer an incentive to current families who refer new families to our school.

Strategy and Implementation

Andrea's Angel Academy has been in business for two years already. We have established a reputation with the families that we currently serve, and we have a waiting list which means that people are excited about what we have to offer their children. Since we are already in existence I am well aware of what it takes to run this business.

FILE COPY
Google Maps



OCT 13 2015



Image capture: Aug 2012 © 2015 Google

Belton, Missouri
Street View - Aug 2012



EXHIBIT 'A'



Most of our parents are headed this direction. When they drop off or pick up they park on the curb. Our parents drop off for day shift between 7a-9a. There would not generally be more than 2 cars at a time.



EXHIBIT 'B'

SECTION VI
E

BILL NO. 2015-95

ORDINANCE NO. 2015-

AN ORDINANCE CALLING AND PROVIDING FOR THE ANNUAL ELECTION OF MUNICIPAL OFFICERS FOR THE CITY OF BELTON, MISSOURI TO BE HELD APRIL 5, 2016.

WHEREAS, the seventy-ninth General Assembly of the State of Missouri, in its first regular session, passed the Comprehensive Election Act of 1977 as amended, which provides that the municipal Election Day shall be the first (1st) Tuesday in April of each year.

WHEREAS, according to Belton City Charter, Section 17.2 Election of City Officials, the regular municipal election shall be held on the first (1st) Tuesday after the first (1st) Monday in April, or such day as may be mandated by State Law.

WHEREAS, according to the 2016 Missouri Election Calendar, provided by the Missouri Secretary of State's office, filing for the April 5, 2016 election will open on Tuesday, December 15, 2015 at 8:00 A.M., and filing will close at 5:00 P.M. on Tuesday, January 19, 2016.

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

Section 1. That the annual election of officers of the City shall be held on the 5th day of April, 2016, in conformance with the Statutes of the State of Missouri and ordinances of the City of Belton.

At said election there shall be elected:

- (a) One (1) member of the City Council in Ward 1 for the full term of three (3) years.
- (b) One (1) member of the City Council in Ward 2 for the full term of three (3) years.
- (c) One (1) member of the City Council in Ward 3 for the full term of three (3) years.
- (d) One (1) member of the City Council in Ward 4 for the full term of three (3) years.

Section 2. That the City Clerk shall provide the County Clerk of Cass County, Missouri, an election order including legal notice of said election, suggested polling places and ballot layouts for said election within the City in accordance with the Missouri Revised Statutes.

Section 3. In accordance with the laws of the State of Missouri, the election authority shall certify the results of said election to the City Council of the City of Belton, who, in turn, shall certify said returns as provided for by law with said certification taking place at the first

meeting of the City Council, regular or special, after the aforesaid election providing said certification is available.

Section 4. That the provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not effect the validity of remaining sections, sentences, clauses, and phrases of this ordinance, but they shall remain in effect, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any part thereof.

Section 5. This ordinance shall be in full force and effect from and after its passage and approval.

Duly read two (2) times and passed this ____ day of _____, 2015.

Mayor Jeff Davis

Approved this ____ day of _____, 2015.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2015, and thereafter adopted as Ordinance No. _____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2015, after the second reading thereof by the following vote to-wit:

AYES:
NOES:
ABSENT:

COUNCILMEN:
COUNCILMEN:
COUNCILMEN:

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

SECTION VI
F

AN ORDINANCE AMENDING CHAPTER 9 – ELECTIONS, ARTICLE IV – CANDIDATES, SECTIONS 9-77 AND 9-80 IN ORDER TO COMPLY WITH RECENT REVISIONS TO STATE ELECTION LAW REGARDING CERTAIN CANDIDATE NOTIFICATIONS, QUALIFICATIONS, DELINQUENCIES AND VERIFICATIONS BY THE CITY CLERK; REPEALING ALL ORDINANCES IN CONFLICT AND PRESENTING AN EFFECTIVE DATE OF THE AMENDMENTS.

WHEREAS, the 98th General Assembly passed Senate Bill 104 which enacted certain election law revisions including requirements for candidates filing for municipal offices effective August 28, 2015; and

WHEREAS, newly enacted Section 115.306.1 RSMo states that “ No person shall qualify as a candidate for elective public office in the state of Missouri who has been found guilty of or pled guilty to a felony or misdemeanor under the federal laws of the United States of America or to a felony under the laws of this state or an offense committed in another state that would be considered a felony in this state.”; and

WHEREAS, newly enacted Section 115.306.2(1) RSMo states that “ Any person who files as a candidate for election to a public office shall be disqualified from participation in the election for which the candidate has filed if such person is delinquent in the payment of any state income taxes, personal property taxes, municipal taxes, real property taxes on the place of residence, as stated on the declaration of candidacy or if the person is a past or present corporate officer of any fee office that owes any taxes to the state.”; and

WHEREAS, the authority and obligations of the City Clerk have been modified to no longer provide for some of the Clerk’s gate keeping role to verify payment of taxes or user fees and replaced with a “complaint” process with the Department of Revenue detailed in RSMo 115.306.2(3); and

WHEREAS, the City Clerk shall provide all potential candidates with a Department of Revenue Form 5120 and a revised Information Sheet along with the Declaration of Candidacy. See Exhibits A – DOR Form 5120, B – Candidate Information Sheet and C – Declaration of Candidacy, attached and incorporated to this ordinance; and

WHEREAS, the proposed amendments shall be in place prior to the municipal candidate filing on December 15, 2015.

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

Section 1. That the Council hereby amends and adopts the following changes to the City of Belton City Codes, Chapter 9 – Elections, Article IV – Candidates:

Additions proposed are in red and deletions proposed are struck out in blue.

Sec. 9-77. - Declaration of candidacy required.

- (a) Nomination of candidates for election to city offices shall be made by declaration of candidacy filed with the city clerk **in person. A candidate may file his declaration of candidacy by certified mail if he is either 1) unable to appear in person because of physical disability, and the declaration is accompanied by a sworn statement of a licensed physician so stating or 2) a member of the Armed forces of the United States on active duty, and declaration is accompanied by a sworn statement of the candidate's commanding officer so stating.**
- (b) Any person desiring to have his or her name entered as a candidate upon the official ballots at any annual election within the city shall file with the city clerk a written declaration stating his or her full name, residence, the office for which he or she seeks to be a candidate, that if elected to such office he or she will qualify, and that he or she possesses all of the requisite qualifications established for such office by state law and the ordinances of the city.
- (c) No person shall file a declaration of candidacy for one city office and, without withdrawing, file for another city office to be filled at the same election.

(Code 1976, § 9-8; Ord. No. 66-237, § 8, 1-24-1966)

State Law reference— Candidate may not file for more than one office or as a candidate for the same office on more than one ticket in the same election, RSMo 115.351 **and 115.355.**

Sec. 9-80. - Candidates ~~prohibited from being in arrears for municipal taxes or fees~~ notified of qualification requirements

- ~~(a) Notwithstanding any other provision of law to the contrary, no person shall be certified as a candidate for a city office, nor shall such person's name appear on the ballot as a candidate for such office, who shall be in arrears for any unpaid city taxes or city user fees on the last day to file a declaration of candidacy for office.~~
- ~~(b) Any person who files as a candidate for election to a city office shall be disqualified from participation in the election for which the candidate has filed if such person is delinquent in the payment of any state income taxes, personal property taxes, real property taxes on the place of residence, as stated on the declaration of candidacy, or if the person is a past or present corporate officer of any fee office that owes any taxes to the state.~~

- ~~(e) Each potential candidate for election to a public office shall file an affidavit with the state department of revenue stating that the candidate is not currently aware of any delinquency in the filing or payment of any state income taxes, personal property taxes, real property taxes on the place of residence, or that the candidate is a past or present corporate officer of any fee office and does not owe any taxes to the state, other than those taxes which may be in dispute and include a copy of the affidavit with the declaration of candidacy.~~
- ~~(d) The city clerk is directed to notify the election authority the status of payment of city taxes and user fees of candidates on the last day to file a declaration of candidacy.~~

NEW (a) No person shall be eligible to file as a candidate for municipal public office who has been found guilty of or pled guilty to a felony or misdemeanor under the federal laws of the United States of America or to a felony under the laws of this state or an offense committed in another state that would be considered a felony in this state.

NEW (b) No person shall be eligible to file as a candidate for municipal public office who is delinquent in the payment of any state income taxes, personal property taxes, municipal taxes, real property taxes on the place of residence, as stated on the declaration of candidacy or if the person is a past or present corporate officer of any fee office that owes any taxes to the state.

~~State Law reference— Disqualification as candidate for elective public office, when – disqualification from participation in election, when – affidavit to be filed, requirements – investigation of alleged delinquency, RSMo 115.306. Disqualification from participation in election for delinquency in payment of taxes, RSMo 115.342; certification of candidates and effect of arrearages for city taxes or municipal user fees, RSMo 115.346.~~

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

Section 3. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Duly read and passed this ____ day of _____, 2015.

Mayor Jeff Davis

Approved this ____ day of _____, 2015.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ___ day of _____, 2015, and thereafter adopted as Ordinance No. _____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ___ day of _____, 2015, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



Missouri Department of Revenue
**Candidate's Affidavit of Tax Payments
 and Bonding Requirements**

Candidate Information	First Name		Middle Name		Last Name		
	Social Security Number			County of Residence		Telephone Number*	
	Street Address*			City		State	Zip Code
	Elected Office Candidate is Seeking			E-mail Address			

* Please update the Department should any information change

Signature	Declaration under 115.306, RSMo : I hereby declare under penalties of perjury that I am not currently aware of any delinquency in the filing or payment of any state income taxes, personal property taxes, municipal taxes, real property taxes on the place of residence, as stated on my declaration of candidacy, or that I am not a past or present corporate officer of any fee office that owes any taxes to the state, other than those taxes which may be in dispute. I declare under penalties of perjury that I am not aware of any information that would prohibit me from fulfilling any bonding requirements for the office for which I am filing.	
	Signature	Date (MM/DD/YYYY) ____/____/____

Notary Information	Embossor or black ink rubber stamp seal	Subscribed and sworn before me, this		
		day of		year
		State	County (or City of St. Louis)	My Commission Expires (MM/DD/YYYY) ____/____/____
		Notary Public Signature		
Notary Public Name (Typed or Printed)				

Please review 115.306, RSMo. A failure to comply may disqualify you from the ballot. Upon request by the Department of Revenue, the candidate shall provide a copy of tax receipts for the candidate's personal property, municipal, and real property taxes, and any other information necessary to demonstrate compliance with 115.306, RSMo.

Form 5120 (Revised 08-2015)

Mail to: Missouri Department of Revenue
 General Counsel's Office
 P.O. Box 475
 Jefferson City, MO 65105

Phone: (573) 751-4450
TTY: (800) 735-2966
Fax: (573) 751-7151

Visit <http://dor.mo.gov/personal/candidates/>
 for additional information.





December 15, 2015

DECLARATION OF CANDIDACY

I acknowledge that I have received notice that to be eligible as a candidate for a municipal office and for my name to appear on the ballot as a candidate for such office, that I have not been found guilty of or pled guilty to a felony or misdemeanor under the federal laws of the United States of American or to a felony under the laws of this state or an offense committed in another state that would be considered a felony in this state, nor am I delinquent in the payment of any state income taxes, personal property taxes, municipal taxes or real property taxes, on the place of residence, as stated on my declaration of candidacy; and I further declare that I am not a past or present corporate officer of any fee office that owes any taxes to the state, other than those taxes which may be in dispute; and I further declare that I have no outstanding campaign disclosure reports due from any prior elections. I attest that I possess all the qualifications required for the office I seek to be elected.

DEPARTMENT OF REVENUE (DOR) AFFIDAVIT

Missouri Revised Statutes Section 115.349 has been revised and the new law appears to require that the DOR affidavit is only a requisite for state and county candidates, however, it is highly recommended that the affidavit be filed with the municipal city clerk upon declaring candidacy for election to a public office for the City of Belton.

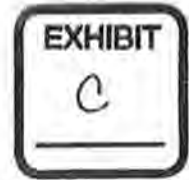
PERSONAL FINANCIAL DISCLOSURE NOTICE - 105.487 RSMo.

I acknowledge that I have received notice as required by the Missouri Ethics Commission, that candidates for elective office who are required to file a financial interest statement must file no later than February 2, 2016, in order to avoid a penalty and by February 9, 2016 to avoid removal of name from the ballot for declaring candidacy for election, and the statement shall be for the 12 months prior to the closing date, and the statement shall be filed with the filing officer designated in Section 105.487 RSMo.

PLAIN ENGLISH SUMMARY OF MISSOURI ETHICS COMMISSION GUIDE TO ETHICS LAWS 2016 FOR CANDIDATES FOR ELECTION TO OFFICE IN MISSOURI – Chapter 130 RSMo.

I also acknowledge that I have received a copy of the Plain English Summary Guide to Ethics Laws 2016 for Candidates for Election to Office in Missouri distributed by the Missouri Ethics Commission. I further acknowledge that this is only a summary, and that a complete set of the Missouri Revised Statutes pertaining to these two laws is available for inspection in the City Clerk’s office, and a copy will be made available to me if I so desire.

Name Date



CITY OF BELTON, MISSOURI
 506 Main Street, Belton, MO 64012
 (816)-331-4331 Fax (816)322-4620

DECLARATION OF CANDIDACY

I, _____, a resident and registered voter of Precinct _____, Ward _____, of the City of Belton, Missouri, do desire to have my name entered as a candidate upon the official ballot at the annual Municipal Election held April 5, 2016, in the City of Belton. I hereby file with the City Clerk within the time limits hereinafter established, preceding the date of the election.

I announce myself a candidate for the office of:

- _____ **Councilman, Precinct 38/39, Ward I** _____ **Councilman, Precinct 40/41, Ward II**
 _____ **Councilman, Precinct 42/43, Ward III** _____ **Councilman, Precinct 44/45, Ward IV**

I affirm and avow if elected to such office, that I am qualified and I possess all of the requisite qualifications established for such office by the Statutes of Missouri and the Charter and Ordinances of the City of Belton to hold such position; and that I am not a candidate for any other office, except as authorized by Statute; and that I will support the Constitution of the United States and the State of Missouri, and the Charter and Ordinances of the City of Belton.

I further affirm and avow to be eligible as a candidate for a municipal office and for my name to appear on the ballot as a candidate for such office, that I have not been found guilty of or pled guilty to a felony or misdemeanor under the federal laws of the United States of American or to a felony under the laws of this state or an offense committed in another state that would be considered a felony in this state, nor am I delinquent in the payment of any state income taxes, personal property taxes, municipal taxes or real property taxes, on the place of residence, as stated on my declaration of candidacy; and I further declare that I am not a past or present corporate officer of any fee office that owes any taxes to the state, other than those taxes which may be in dispute; and I further declare that I have no outstanding campaign disclosure reports due from any prior elections. I attest that I possess all the qualifications required for the office I seek to be elected.

 (Please print name as it is to appear on ballot)

 Signature of Candidate

Address: _____

 Belton, MO 64012

 Occupation

 Date of Birth

Telephone: Home: _____ Work: _____ Mobile: _____
 Email _____

*****OFFICE USE ONLY*****

I do hereby certify that this certificate was received by the City Clerk's office on the _____ day of _____ 20__ at _____ o'clock a.m./p.m. and accompanied by a filing fee in the amount of twenty-five (\$25.00) dollars.

 City Clerk

SECTION VI
G

BILL NO. 2015-97

ORDINANCE NO. 2015-

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO THE **RIGHT-OF-WAY APPRAISAL AGREEMENT** WITH BLISS ASSOCIATES FOR PHASE 1 OF THE MULLEN ROAD AND NORTH CASS PARKWAY PROJECT.

WHEREAS, the **Right-of-Way Appraisal Agreement** with Bliss Associates was regularly introduced for first reading at a regular meeting of the City Council held on the 28th day of July, 2015, and thereafter adopted as Ordinance No. 2015-4117 of the City of Belton, Missouri, at a regular meeting of the City Council held on the 11th day of August, 2015, after the second reading thereof; and

WHEREAS, since Ordinance No. 2015-4117 was approved, the scope of work has been adjusted by removing, adding and updating four tracts:

- Tracts 3 and 5 are to be removed from the scope of work because it was not necessary to acquire property from Tracts 3 and 5 for Phase 1 of the Mullen Road and North Cass Parkway Project,
- Tract 11 is to be added to the scope of work because it is necessary to acquire property in order to complete the improvements for Phase 1 of the Mullen Road and North Cass Parkway Project, and
- The City's Design Engineer has provided updated quantities for the corner of Tract 19 which is necessary to acquire for Phase 1 of the Mullen Road and North Cass Parkway Project.

WHEREAS, the Belton-Cass Transportation Development District (TDD) is supporting this project and desires the option to appraise all of the property necessary for construction of the improvements related to the Mullen Road and North Cass Parkway Project (entire project) on or within Tract 19; and

WHEREAS, these changes mentioned above result in a net increase of the original contract amount by \$900.00. Staff determined it necessary to revise and supplement the original agreement with Bliss Associates for the appraisal services in order to pursue construction of the improvements.

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

SECTION 1. It is hereby found, determined, and declared that it is necessary and in the public interest for the public purpose of constructing and maintaining public improvements that are part of the Project, and which are for the benefit of the citizens of the City, that it is necessary to revise and supplement the original agreement with Bliss Associates for the appraisal services in order to pursue construction of the improvements.

SECTION 2. That the City of Belton, Missouri shall approve and authorize the scope and fee schedule for Supplemental Agreement No. 1 to the Right-of-Way Appraisal Agreement with Bliss Associates for Phase 1 of the Mullen Road and North Cass Parkway Project as set forth in **Exhibit A** attached hereto and made part hereof as fully as if set forth herein verbatim. Supplemental Agreement No. 1 to the Right-of-Way Appraisal Agreement will result in an increase of the original contract amount by \$900.00.

SECTION 3. This ordinance shall take effect and be in full force from and after its passage and approval.

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

Duly read two (2) times and passed this _____ day of _____, 2015.

Mayor Jeff Davis

Approved this _____ day of _____, 2015.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ___ day of _____, 2015, and thereafter adopted as Ordinance No. _____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ___ day of _____, 2015, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: 11/24/2015

DIVISION: Engineering

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

At the August 11, 2015 regular City Council meeting, Ordinance No. 2015-4117 approving the Right-of-Way Appraisal Agreement with Bliss Associates for a portion of the Mullen Road and North Cass Parkway Project was passed. Staff reviewed the approved Right-of-Way Appraisal Agreement and discovered that the scope of the work needed to be adjusted by removing Tracts 3 and 5 (-\$1,200) from the scope, adding Tract 11 (+600) to the scope, providing accurate quantities for a Tract 19 for the corner (+0), and providing an opportunity to appraise the entire Tract 19 if it is deemed necessary by City Staff and the Belton-Cass Transportation Development District (TDD) (+1,500). Overall, these changes result in a net increase of the original contract amount by \$900.

PROPOSED CITY COUNCIL MOTION:

At the November 24, 2015 regular City Council meeting approve an ordinance approving Supplemental Agreement No. 1 to the Right-of-Way Appraisal Agreement with Bliss Associates for Phase 1 of the Mullen Road and North Cass Parkway Project.

BACKGROUND:

Staff and the Belton-Cass TDD have been working with Olsson Associates on the preliminary design (50%) of the Mullen Road and North Cass Parkway project. The Right-of-Way plans were completed this summer, and at the August 11, 2015 regular City Council meeting, Ordinance No. 2015-4117 approving the Right-of-Way Appraisal Agreement with Bliss Associates for a portion of the Mullen Road and North Cass Parkway Project was passed.

IMPACT/ANALYSIS:

The Belton-Cass TDD is supporting this project and City Staff is administering the contracts. This Supplemental Agreement No. 1 will increase the original contract amount by \$900.

STAFF RECOMMENDATION, ACTION, AND DATE:

At the November 24, 2015 regular City Council meeting approve an ordinance approving Supplemental Agreement No. 1 to the Right-of-Way Appraisal Agreement with Bliss Associates for Phase 1 of the Mullen Road and North Cass Parkway Project.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance
- Exhibit A – Supplemental Agreement No. 1 with Bliss Associates
- Ordinance 2015-4117 – Base Agreement with Bliss Associates

EXHIBIT A

City of Belton, Cass County Missouri

Mullen Road

**SUPPLEMENTAL AGREEMENT NO. 1
RIGHT OF WAY APPRAISAL AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT NO. 1 made and entered into this _____ day of _____ 2015, by and between the City of Belton, Missouri (hereinafter "City"), and Bliss Associates, (hereinafter "Contractor").

WITNESSETH:

WHEREAS, City and Contractor entered into an Agreement dated August 11, 2015 for appraisal services for Phase 1 of the Mullen Road and North Cass Parkway project; and

WHEREAS, City modifies **Appendix A**, to: 1) remove appraisal services for Tract 3 and Tract 5 from the original scope of work, 2) add appraisal services for Tract 11 to the scope of work, and 3) provide accurate quantities for Tract 19 since receiving updated legal descriptions and exhibits from the City's Design Engineer.

WHEREAS, City desires the option to appraise all of the property necessary for construction of the improvements related to the Mullen Road and North Cass Parkway Project (entire project) on or within Tract 19; the two Tract 19 exhibits are included and displayed in **Appendix B**; and

WHEREAS, City has included the revised **Appendix A** with this Supplemental Agreement No. 1; and

WHEREAS, City desires to enter into a Supplemental Agreement with Contractor to perform appraisal services as aforementioned; and

WHEREAS, Contractor represents that the firm is equipped, competent, and able to undertake such an assignment.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto to supplement the Right of Way Appraisal Agreement dated August 11, 2015 as follows:

Appendix A of the Base Agreement is hereby revised and supplemented and Contractor shall provide the appraisal services for Phase 1 of the Mullen Road and North Cass Parkway Project according to the above referenced revisions.

All other terms of the Base Agreement not amended by this Supplemental Agreement shall remain in full force and effect.

This Supplemental Agreement No. 1 shall be binding on the parties thereto only after it has been duly executed and approved by City and Contractor.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 1 on the date last written below.

Executed by Bliss Associates this _____ day of _____, 20____.

Executed by the City this _____ day of _____, 20____.

BLISS ASSOCIATES

By: _____

Printed Name: _____

Title: _____

Attested By: _____

Printed Name: _____

Title: _____

(Affix Seal Here)

CITY OF BELTON, MISSOURI

By: _____

Printed Name: _____

Title: _____

Attested By: _____

Printed Name: _____

Title: _____

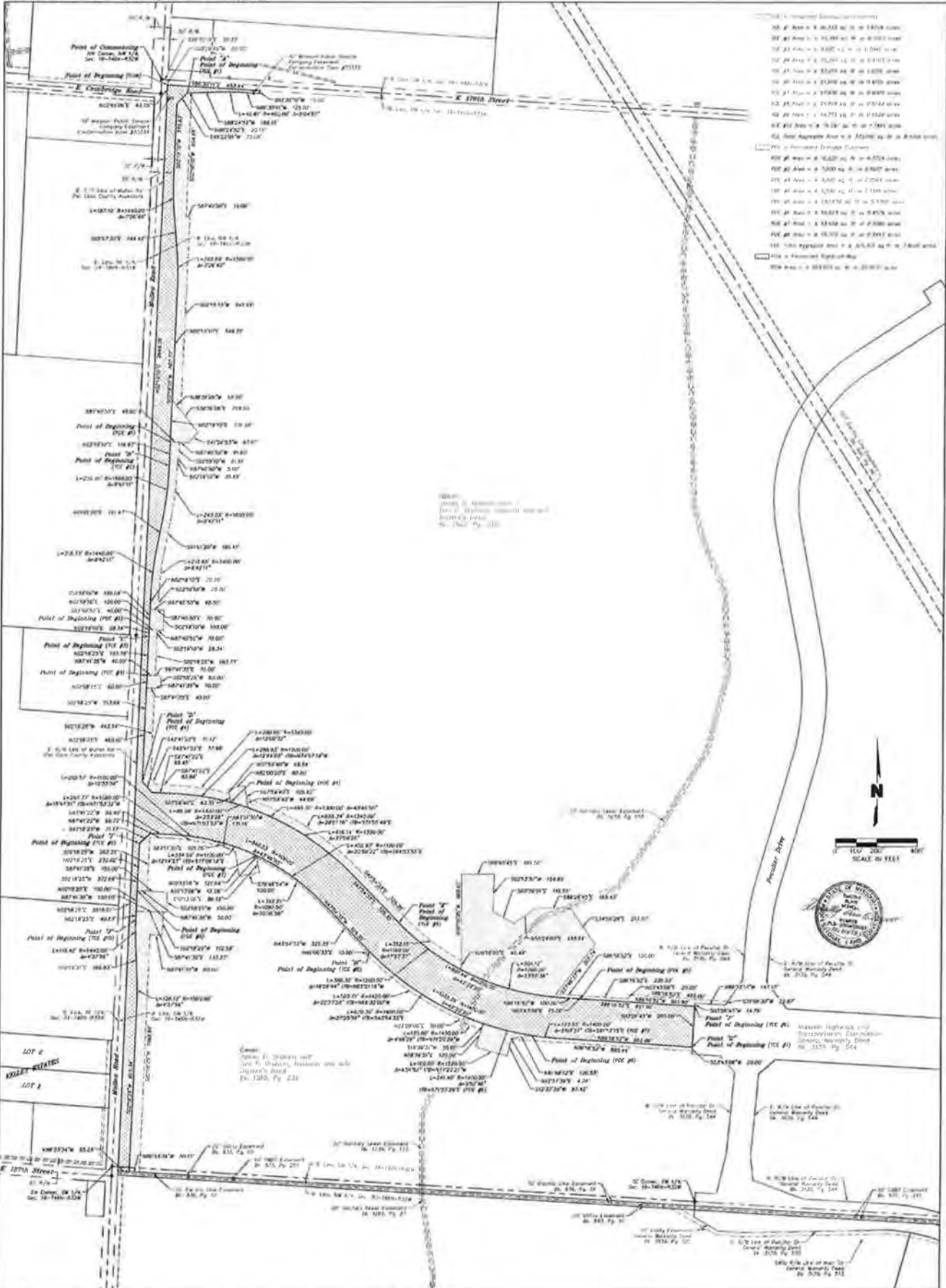
(Affix Seal Here)

Appendix A – Revised pursuant to Supplemental Agreement No. 1

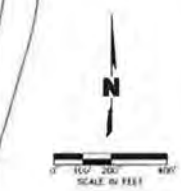
Mullen Road and North Cass Parkway – Phase 1							
Tract	Parcel	Right-of-way (acres)	Drainage Easement (acres)	Temporary Construction Easement (acres)	Utility Easement (acres)	Proposed Format	Appraisal Fee
1	05061300000006050	0	0	0.0482	0	Value Finding	\$600
2	05061300000006051	0	0	0.0323	0	Value Finding	\$600
4	05061300000007000	0	0	0.1146	0	Value Finding	\$600
6	05061300000012002	0	0	0.0690	0	Value Finding	\$600
7	05061300000012001	0	0	0.0686	0	Value Finding	\$600
8	05061300000011000	0	0	0.0148	0	Value Finding	\$600
9	05061300000012000	0.5847	0	0.3511	0	Value Finding	\$600
10	050624100000001000	0.2308	0	0.1081	0.0655	Value Finding	\$600
11	050624000000030002	0.0633	0.0964	0.3661	0.1520	Value Finding	\$600
19	040419000000002000	0.8697	0	0.6515	0.1253	Standard	\$1,500
20	040418000000071002	0.2958	0	0.1423	0.0591	Value Finding	\$600
21	040418000000071001	0.0850	0	0.0872	0	Value Finding	\$600
22	040418000000071000	2.5706	0	1.0796	0.5503	Value Finding	\$600
23	040418000000034001	0	0	0.1991	0	Value Finding	\$600
Optional – 19	040419000000002000	20.9631	7.4695	8.4965	1.308	Standard	\$1,500
Totals		25.663	7.5659	11.829	2.2602		\$10,800.00

Appendix B – Tract 19 Exhibits related to Entire Project

Included on next pages.



- Legend**
- Temporary Construction Easement
 - Permanent Drainage Easement
 - Permanent Right-of-Way



PARCEL 19

Temporary Construction and Permanent Drainage Easements
 & Permanent Right-of-Way

Over Part of the West 1/2, of Sec. 19, Twp. 46 N., Rng. 32 W.
 & the NW 1/4, of Sec. 30, Twp. 46 N., Rng. 32 W.

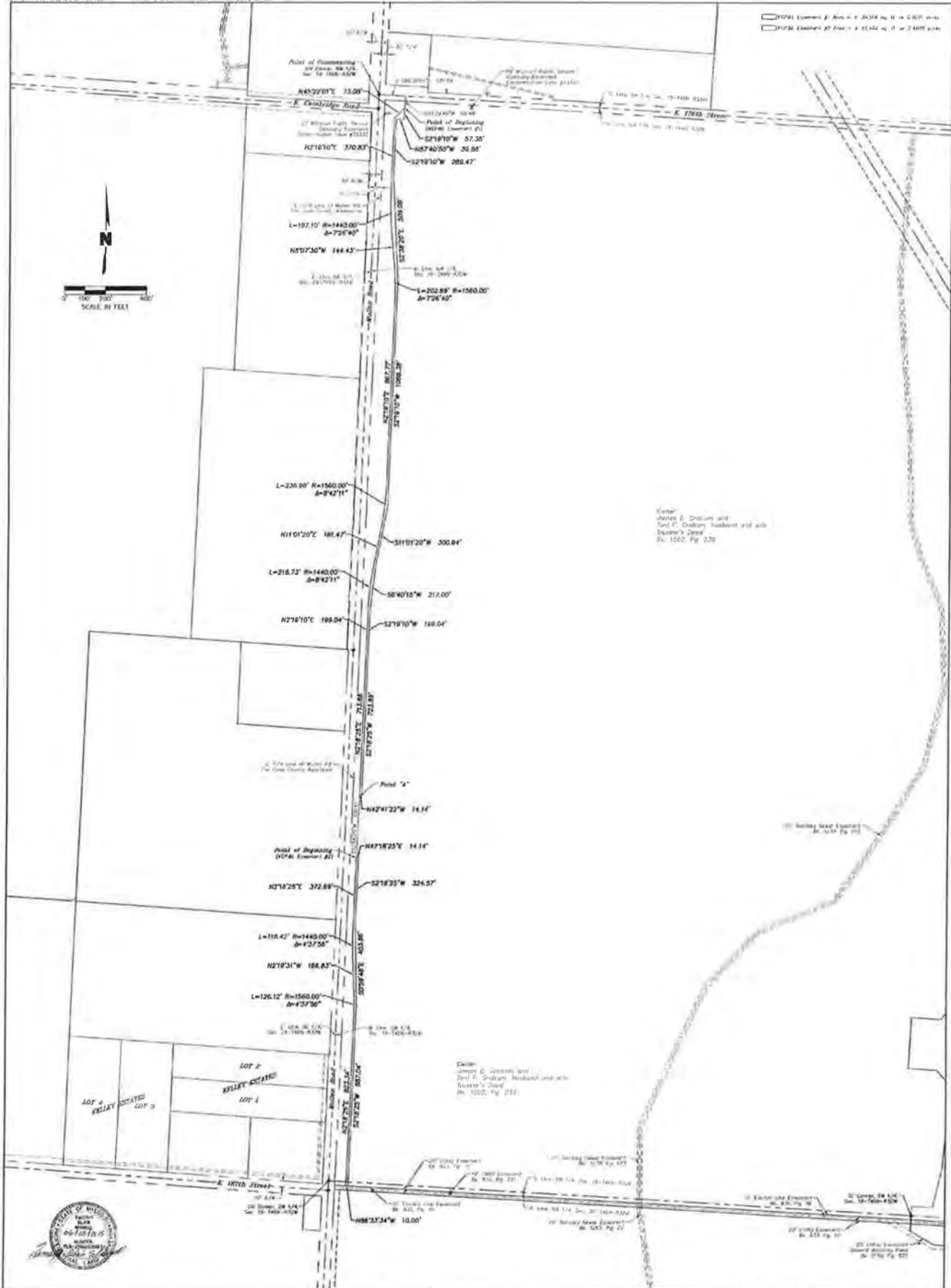
Ballou, Cass County, Missouri

REV. NO.	DATE	REVISION DESCRIPTION	BY

MOLSSON ASSOCIATES

720 West 130th Street, Suite 102
 Omaha, NE 68104-4800 TEL: 402.341.1112 FAX: 402.341.1114

□ TOTAL Length of Area = 2,624 sq. ft. or 0.060 ac.
 □ TOTAL Length of Area = 1,154 sq. ft. or 0.026 ac.



Survey:
 James E. Graham and
 Paul P. Graham, husband and wife
 Survey's Book
 1540, Pg. 230

Survey:
 James E. Graham and
 Paul P. Graham, husband and wife
 Survey's Book
 1540, Pg. 230



PARCEL 19	KCP&L Easement Exhibit	REV. NO.	DATE	REVISION DESCRIPTION	BY
	Over Part of the West 1/2, of Sec. 19, Twp. 48 N., Rng. 32 W. & the NW, 1/4, of Sec. 30, Twp. 46 N., Rng. 32 W.				
Belton, Cass County, Missouri		2015		REVISIONS	



BILL NO. 2015-51

ORDINANCE NO. 2015 - 4117

AN ORDINANCE APPROVING THE RIGHT OF WAY APPRAISAL AGREEMENT WITH BLISS ASSOCIATES FOR A PORTION OF THE MULLEN ROAD AND NORTH CASS PARKWAY PROJECT.

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

Section 1. That the Right of Way Appraisal Agreement with Bliss Associates for a portion of the Mullen Road and North Cass Parkway Project in the amount of \$9,900.00 is hereby approved and the Mayor is authorized and directed to execute the agreement on behalf of the City.

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

Duly read two (2) times and passed this 11th day of August, 2015.




Mayor Jeff Davis

Approved this 11th day of August, 2015.



Mayor Jeff Davis

ATTEST:



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

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri and that the foregoing ordinance was regularly introduced for first reading at a regular meeting of the City Council held on the 28th day of July, 2015, and thereafter adopted as Ordinance No. 2015-4117 of the City of Belton, Missouri, at a regular meeting of the City Council held on the 11th day of August, 2015, after the second reading thereof by the following vote, to-wit:

AYES: 7	COUNCILMEN:	Mayor Davis, Fletcher, Van Winkle, Trutzel, Hoag, Newell, Savage
NOES: 0	COUNCILMEN:	
ABSENT: 2	COUNCILMEN:	Lathrop, Von Behren


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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: 7/28/2015 **DIVISION:** Engineering

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

The Belton-Cass Regional Transportation Development District (TDD) is prepared to begin the process of appraising, negotiating and purchasing right-of-way for the future improvements to Mullen, roughly between the railroad tracks and the area around the intersection with Cambridge. Staff conducted a request for proposals process approved by the TDD. The TDD chose Bliss Associates for related appraisal services.

PROPOSED CITY COUNCIL MOTION:

At the July 28, 2015 regular City Council meeting approve an ordinance for the Right of Way Appraisal Agreement for a portion of the Mullen Road and North Cass Parkway project.

BACKGROUND:

Staff and the TDD have been working with Olsson Associates on the preliminary design (50%) of Mullen Road and North Cass Parkway. The Right of Way plans are complete and at the June 16, 2015 TDD Meeting, the TDD motioned to move forward with Bliss Associates for appraisal services.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Bliss Associates
Amount of Request/Contract:	\$9,900
Funding Source:	Belton-Cass Regional TDD

STAFF RECOMMENDATION, ACTION, AND DATE:

Staff recommends the first read to approve an ordinance for the Right of Way Appraisal Agreement for a portion of the Mullen Road and North Cass Parkway project.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance
- Right of Way Appraisal Agreement

CCO FORM: RW17
Approved: 04/92 (TWJ)
Revised: 07/13 (AR)
Modified:

County: CASS COUNTY
Route: MULLEN RD

**CITY OF BELTON, MISSOURI
RIGHT OF WAY APPRAISAL AGREEMENT**

THIS AGREEMENT is entered into by and between the City of Belton, Missouri, (hereinafter, "City"), and Bliss Associates (hereinafter, "Contractor") whose address is 1000 Walnut Street #920, Kansas City, MO 64106, in a not to exceed amount of nine thousand nine hundred and 00/100 Dollars (\$9,900).

WITNESSETH:

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

(1) APPRAISAL: In return for the fees as herein set out, Contractor shall furnish City with an appraisal setting forth an estimate of just compensation for each of the tracts or parcels of land numbered (Appendix A) in connection with the acquisition of right of way for reconstruction of Mullen Rd., Cass County, Missouri.

(2) WRITTEN REPORT: Contractor shall, within a reasonable time and in no event more than sixty (60) calendar days from the date of the Notice to Proceed, furnish a detailed appraisal in accordance with Missouri Highway Commissions appraisal procedures.

(3) NOTICE TO PROCEED: The Notice to Proceed will stipulate the date Contractor is expected to begin work. City will issue the Notice to Proceed in a separate letter upon City approval of this Agreement.

(4) CITY RESPONSIBILITIES: City will provide Contractor with complete right of way plans and a legal description of each tract to be appraised and the names of the record owners. City will also provide the following information, if available: title information, plats, and any other relevant data. Contractor shall in no event be responsible for the failure to furnish the proper name or ownership of the tract involved, but if information comes to Contractor in the progress of its work indicating a different ownership, it shall notify City and include the new information in the appraisal.

(5) EVALUATION OF EQUIPMENT, MACHINERY, ETC.: The appraisal shall include the evaluation of all equipment, machinery or other appurtenances which are considered real property and are contained in any improvement on the property being appraised, however, if City determines that the property includes a substantial amount

of equipment, machinery and other appurtenances which are part of the realty, but are not generally included in real estate appraisals, City will have the value of such equipment, machinery or other appurtenances, determined by competent evaluators. City shall furnish the conclusions of such evaluators to Contractor, the contributory value of which will be considered in establishing the value of the whole.

(6) COMPENSABLE ITEMS: Contractor agrees that personal property, loss of business or good will, or other items not generally compensable in eminent domain proceedings will not be considered in its determination of value. If there is any doubt as to whether certain portions of the property involved are real estate or personal property, City, at the request of Contractor, will designate an attorney to make a finding as to the status of such improvements. City will, through its attorneys, give legal advice relative to consideration of benefits chargeable to the property and as to compensable and noncompensable items.

(7) CONFIDENTIALITY: Contractor shall prepare the appraisal in each instance independent of any other appraiser employed by City for the same work. Unless otherwise directed to do so in writing by the City's representative, the Contractor shall not furnish to any other person or persons, except by order of the court of proper jurisdiction or officials of the United States Department of Transportation when federal funds participate in the cost of the project, a copy of the appraisal or any information contained therein. The appraisal reports to City are confidential between the parties hereto and officials of the United States Department of Transportation when federal funds participate in the cost of the project and any breach of any confidence shall be considered a material breach of this Agreement. Contractor shall not disclose to third parties confidential factual matter provided by City except as may be required by statute, ordinance, or order of court, or as authorized by City. Contractor shall notify City immediately of any request for such information. However, the City reserves the right to provide a copy of the appraisal report and any other supporting documentation to anyone requesting such a copy, including potential condemnees and requests under the Missouri Open Meetings and Records Act (Section 610.010 RSMo *et seq*).

(8) APPRAISAL UPDATE: It is understood and agreed that the appraised value fixed in the appraisal report may be subsequently affected by economic conditions, laws, ordinances, etc. and that such value shall be valid only for a reasonable time after submission. Contractor shall update such appraisal reports or reappraise certain parcels as designated by City. Any additional compensation for an appraisal update must be in writing and attached as a supplement to this Agreement.

(9) COMPENSATION:

(A) SUBMISSION OF REPORTS AND BILLS: Contractor shall submit written reports per the contract, including but not limited to paragraphs 1 and 2, and associated invoices for said services to the City.

(B) METHOD OF PAYMENT: City will process payment for seventy

percent (70%) of the herein stated fee per parcel upon receipt of Contractor's complete written reports per the contract, including but not limited to paragraphs 1 and 2, and associated invoices for said services. The remaining thirty percent (30%) may, at City discretion, be withheld until City reviews Contractor's reports for deficiencies, errors and full compliance with the attached appraisal procedures. In no event will this thirty percent (30%) withholding exceed ninety (90) days from the report receipt date except when the reviewing process reveals a need for corrections.

(C) DAMAGES/CORRECTION OF APPRAISAL DEFICIENCIES:

Failure to correct appraisal deficiencies within twenty-one (21) calendar days of Contractor's receipt of written notification by City of the deficiencies will result in liquidated damages as follows: The first seven (7) calendar days after the aforementioned twenty-one (21) day period shall accrue damages at the rate of one percent (1%) of the appraisal fee for the parcel per day. After the first seven (7) calendar days damages accrue at the rate of two percent (2%) per calendar day until corrections are received by the District Office having charge of the project.

(D) LIQUIDATED DAMAGES/LATE REPORT: For late delivery of an appraisal report, liquidated damages shall be at the rate of one percent (1%) of the parcel appraisal fee per calendar day for the first seven (7) days and two percent (2%) per calendar day thereafter, between the due date and the date on which the report is received in the District Office having charge of the project.

(10) FEES: Contractor shall receive a fee for each appraisal completed in accordance with this contract as listed on Appendix A attached hereto and incorporated herein.

(11) TRIAL PREPARATION AND COURT APPEARANCES: Contractor shall be available for consultation during trial preparation and appear in any court proceedings as requested by City's Chief Counsel in support of Contractor's appraisals. Contractor shall receive a per diem rate based upon the current prevailing rate in Contractor's geographical area for such consultation and/or court appearances as agreed upon at the time such services are requested. Contractor will receive reimbursement for reasonable expenses incurred for such services.

(12) CHANGE IN SCOPE OR CHARACTER OF WORK: If for any reason due to changes in plans or otherwise, there shall be a change in the scope or character of the work to be performed by Contractor which necessitates a corresponding change in the amount of compensation, the parties hereto shall incorporate such changes in writing as a supplement to this Agreement. Under no circumstances shall Contractor proceed with the appraisal until the supplemental agreement is executed by both parties.

(13) NONSOLICITATION: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay

any company or person, other than a bona fide employee, any fee, City, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, City, percentage, brokerage fee, gift, or contingent fee.

(14) TERMINATION:

(A) FOR CAUSE: In the event Contractor shall fail to comply with the terms of this Agreement or the progress or quality of the work is unsatisfactory, City shall have the right to terminate this Agreement upon written notice. If this Agreement is terminated under this provision, City shall pay Contractor only for those appraisals satisfactorily completed, as determined by City, and such appraisals will be the property of City.

(B) FOR PROJECT DELAY, CANCELLATION, ETC.: Should the project covered by this Agreement be postponed, delayed or otherwise cancelled by City, City shall have the right to terminate this Agreement. In the event this Agreement is terminated under this provision or in the event it is terminated because of illness of Contractor or for other reasons not due to any fault on the part of Contractor, all work completed or partially completed prior to notice of termination of this Agreement shall be the property of City, and will be paid for in proportion to its value to City as determined by the Director of Public Works.

(15) EXTENSION OF TIME: The length of time given this Agreement, as shown in Paragraph 2, will not be extended without the approval of the City. Any and all changes to this time period must be in writing and approved in advance by the City.

(16) DISPUTE RESOLUTION: In the event of any dispute concerning a question of fact in connection with the work, the Director of Public Works, shall make a determination of such fact and his/her decision shall be final.

(17) INDEMNIFICATION: The Contractor shall defend, indemnify and hold harmless the City, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under this Agreement.

(18) ASSIGNMENT: The Contractor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the City.

(19) PROFESSIONAL STANDARDS: Contractor will follow accepted principles and techniques in the evaluation of real estate.

(20) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed

according to the laws of the state of Missouri. The Contractor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

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

(22) CONTRACTOR DETERMINATIONS: Contractor will personally make all determinations required in the appraisal, except data involving measurements, mechanical calculations, entries on public records and computation of construction costs. Elements of the appraisal not requiring the personal professional opinion of Contractor may be delegated to others under the direct supervision of and employed by Contractor, i.e. stenographic assistance. All determinations of value are to be the sole responsibility of Contractor.

(23) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Contractor agrees as follows:

(A) Civil Rights Statutes: The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Contractor is providing services or operating programs on behalf of the Department or the City, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Contractor shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Contractor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed,

sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the City shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Contractor complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Contractor shall include the provisions of paragraph 23 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the City or the United States Department of Transportation. The Contractor will take such action with respect to any subcontract or procurement as the City or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(24) STATUS AS INDEPENDENT CONTRACTOR: The parties agree that Contractor, as an independent contractor, is responsible for obtaining and maintaining adequate insurance coverage, at no cost to City, for workers' compensation, general liability, automobile liability, professional liability, or any other insurance required by law or deemed necessary by Contractor.

(25) CERTIFICATE OF APPRAISER: Contractor shall execute and affix a copy of the Certificate of Appraiser to each copy of the appraisal report as prepared by authority of this Agreement. A copy of the certificate is attached to the appraisal instructions.

(26) WORK PRODUCT: All documents, reports, exhibits, drawings, etc. prepared by the Contractor under this Agreement, or in performance of services hereunder, shall be delivered to and become the property of the City upon termination of this Agreement or completion of any study authorized under the terms of this Agreement. The Contractor may retain copies of all drawings and documents for its files.

(27) EXECUTIVE ORDER: The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

(A) By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.

(B) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the City has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the City reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

[Remainder of Page Intentionally Left Blank]

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

Executed by the Contractor this 7th day of July, 2015.

Executed by the City this 11 day of August, 2015.

CITY OF BELTON, MISSOURI

CONTRACTOR

Jeff Davis
(Signature)

Gregory Nitschke
(Signature)

Jeff Davis
(Typed or printed name)

GREGORY NITSCHKE
(Typed or printed name)

Mayor
Title

PRESIDENT OF BLISS ASSOCIATES, LLC
Title

Attest By:

Patricia A. Ledford
(Signature)

Barbara Blasy
(Signature)

Patricia A. Ledford
(Typed or printed name)

BARBARA BLASY
(Typed or printed name)

City Clerk
Title

EXECUTIVE SECRETARY
Title

The following signatures are required only when the printed provisions of this form have been altered.

Secretary to the City

Approved as to Form:

City Counsel

Form 6-5.100A

ACKNOWLEDGMENT BY CITY

STATE OF _____ }
COUNTY OF _____ }

ss

On this ____ day of _____, 20__, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of the City of Belton, Cass County, Missouri and the seal affixed to the foregoing instrument is the official seal of said City and that said instrument was signed in behalf of said City by authority of the Missouri Highways and Transportation City and said _____ acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My City Expires: _____

Appendix A

North Mullen Road and Cambridge Intersection							
Tract	Parcel	Right-of-way (acres)	Drainage Easement (acres)	Temporary Construction Easement (acres)	Utility Easement (acres)	Proposed Format	Appraisal Fee
1	050613000000006050			0.0482		Value Finding	\$600
2	050613000000006051			0.0323		Value Finding	\$600
3	050613000000006052					Value Finding	\$600
4	050613000000007000			0.1146		Value Finding	\$600
5	050613000000012003					Value Finding	\$600
6	050613000000012002			0.0690		Value Finding	\$600
7	050613000000012001			0.0686		Value Finding	\$600
8	050613000000011000			0.0148		Value Finding	\$600
9	050613000000012000	0.5847		0.3511		Value Finding	\$600
10	050624100000001000	0.2308		0.1081	0.0655	Value Finding	\$600
19	040419000000002000	0.3700				Standard	\$1,500
20	0404180000000071002	0.2958		0.1423	0.0591	Value Finding	\$600
21	0404180000000071001	0.0850		0.0872		Value Finding	\$600
22	0404180000000071000	2.5706		1.0796	0.5503	Value Finding	\$600
23	0404180000000034001			0.1991		Value Finding	\$600
	Totals	4.1369		2.3149	0.6749		\$9,900

SECTION VI
H

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO THE **NEGOTIATOR SERVICES AGREEMENT WITH BLISS ASSOCIATES FOR PHASE 1 OF THE MULLEN ROAD AND NORTH CASS PARKWAY PROJECT.**

WHEREAS, the **Negotiator Services Agreement** with Bliss Associates was regularly introduced for first reading at a regular meeting of the City Council held on the 28th day of July, 2015, and thereafter adopted as Ordinance No. 2015-4118 of the City of Belton, Missouri, at a regular meeting of the City Council held on the 11th day of August, 2015, after the second reading thereof; and

WHEREAS, since Ordinance No. 2015-4118 was approved, the scope of work has been adjusted by removing, adding and updating four tracts:

- Tracts 3 and 5 are to be removed from the scope of work because it was not necessary to acquire property from Tracts 3 and 5 for Phase 1 of the Mullen Road and North Cass Parkway Project,
- Tract 11 is to be added to the scope of work because it is necessary to acquire property in order to complete the improvements for Phase 1 of the Mullen Road and North Cass Parkway Project, and
- The City's Design Engineer has provided updated quantities for the corner of Tract 19 which is necessary to acquire for Phase 1 of the Mullen Road and North Cass Parkway Project.

WHEREAS, the Belton-Cass Transportation Development District (TDD) is supporting this project and desires the option to negotiate all of the property necessary for construction of the improvements related to the Mullen Road and North Cass Parkway Project (entire project) on or within Tract 19; and

WHEREAS, these changes mentioned above result in a net decrease of the original contract amount by \$750.00. Staff determined it necessary to revise and supplement the original agreement with Bliss Associates for the appraisal services in order to pursue construction of the improvements.

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

SECTION 1. It is hereby found, determined, and declared that it is necessary and in the public interest for the public purpose of constructing and maintaining public improvements that are part of the Project, and which are for the benefit of the citizens of the City, that it is necessary to revise and supplement the original agreement with Bliss Associates for the negotiator services in order to pursue construction of the improvements.

SECTION 2. That the City of Belton, Missouri shall approve and authorize the scope and fee schedule for Supplemental Agreement No. 1 to the Negotiator Services Agreement with Bliss Associates for Phase 1 of the Mullen Road and North Cass Parkway Project as set forth in **Exhibit A** attached hereto and made part hereof as fully as if set forth herein verbatim. Supplemental Agreement No. 1 to the Negotiator Services Agreement will result in a decrease of the original contract amount by \$750.00.

SECTION 3. This ordinance shall take effect and be in full force from and after its passage and approval.

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

Duly read two (2) times and passed this _____ day of _____, 2015.

Mayor Jeff Davis

Approved this _____ day of _____, 2015.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ___ day of _____, 2015, and thereafter adopted as Ordinance No. _____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ___ day of _____, 2015, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: 11/24/2015

DIVISION: Engineering

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

At the August 11, 2015 regular City Council meeting, Ordinance No. 2015-4118 approving the Negotiator Services Agreement with Bliss Associates for a portion of the Mullen Road and North Cass Parkway Project was passed. Staff reviewed the approved Negotiator Services Agreement and discovered that the scope of the work needed to be adjusted by removing Tracts 3 and 5 (-\$1,500) from the scope, adding Tract 11 (+750) to the scope, providing accurate quantities for a Tract 19 for the corner (+0), and providing an opportunity to negotiate the entire Tract 19 if it is deemed necessary by City Staff and the Belton-Cass Transportation Development District (TDD) (+0). Overall, these changes result in a net decrease of the original contract amount by \$750.

PROPOSED CITY COUNCIL MOTION:

At the November 24, 2015 regular City Council meeting approve an ordinance approving Supplemental Agreement No. 1 to the Negotiator Services Agreement with Bliss Associates for Phase 1 of the Mullen Road and North Cass Parkway Project.

BACKGROUND:

Staff and the Belton-Cass TDD have been working with Olsson Associates on the preliminary design (50%) of the Mullen Road and North Cass Parkway project. The Right-of-Way plans were complete this summer and at the August 11, 2015 regular City Council meeting, Ordinance No. 2015-4118 approving the Negotiator Services Agreement with Bliss Associates for a portion of the Mullen Road and North Cass Parkway Project was passed.

IMPACT/ANALYSIS:

The Belton-Cass TDD is supporting this project and City Staff is administering the contracts. This Supplemental Agreement No. 1 will decrease the original contract amount by \$750.

STAFF RECOMMENDATION, ACTION, AND DATE:

At the November 24, 2015 regular City Council meeting approve an ordinance approving Supplemental Agreement No. 1 to the Negotiator Services Agreement with Bliss Associates for Phase 1 of the Mullen Road and North Cass Parkway Project.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance
- Exhibit A – Supplemental Agreement No. 1 with Bliss Associates
- Ordinance 2015-4118 – Base Agreement with Bliss Associates

City of Belton, Cass County Missouri

Mullen Road

**SUPPLEMENTAL AGREEMENT NO. 1
NEGOTIATOR SERVICES AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT NO. 1 made and entered into this _____ day of _____ 2015, by and between the City of Belton, Missouri (hereinafter "City"), and Bliss Associates, (hereinafter "Contractor").

WITNESSETH:

WHEREAS, City and Contractor entered into an Agreement dated August 11, 2015 for negotiator services for Phase 1 of the Mullen Road and North Cass Parkway project; and

WHEREAS, City modifies **Schedule A**, to: 1) remove appraisal services for Tract 3 and Tract 5 from the original scope of work, 2) add appraisal services for Tract 11 to the scope of work, and 3) provide accurate quantities for Tract 19 since receiving updated legal descriptions and exhibits from the City's Design Engineer.

WHEREAS, City desires the option to negotiate all of the property necessary for construction of the improvements related to the Mullen Road and North Cass Parkway Project (entire project) on or within Tract 19; the two Tract 19 exhibits are included and displayed in **Appendix A**; and

WHEREAS, City has included the revised **Schedule A** with this Supplemental Agreement No. 1; and

WHEREAS, City desires to enter into a Supplemental Agreement with Contractor to perform appraisal services as aforementioned; and

WHEREAS, Contractor represents that the firm is equipped, competent, and able to undertake such an assignment.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto to supplement the Negotiator Services Agreement dated August 11, 2015 as follows:

Schedule A of the Base Agreement is hereby revised and supplemented and Contractor shall provide the negotiator services for Phase 1 of the Mullen Road and North Cass Parkway Project according to the above referenced revisions.

All other terms of the Base Agreement not amended by this Supplemental Agreement shall remain in full force and effect.

This Supplemental Agreement No. 1 shall be binding on the parties thereto only after it has been duly executed and approved by City and Contractor.

IN WITNESS WHEREOF, the parties have caused this Supplemental Agreement No. 1 to be executed on the _____ day of _____, 2015.

BLISS ASSOCIATES

By: _____

Printed Name: _____

Title: _____

Attested By: _____

Printed Name: _____

Title: _____

(Affix Seal Here)

CITY OF BELTON, MISSOURI

By: _____

Printed Name: _____

Title: _____

Attested By: _____

Printed Name: _____

Title: _____

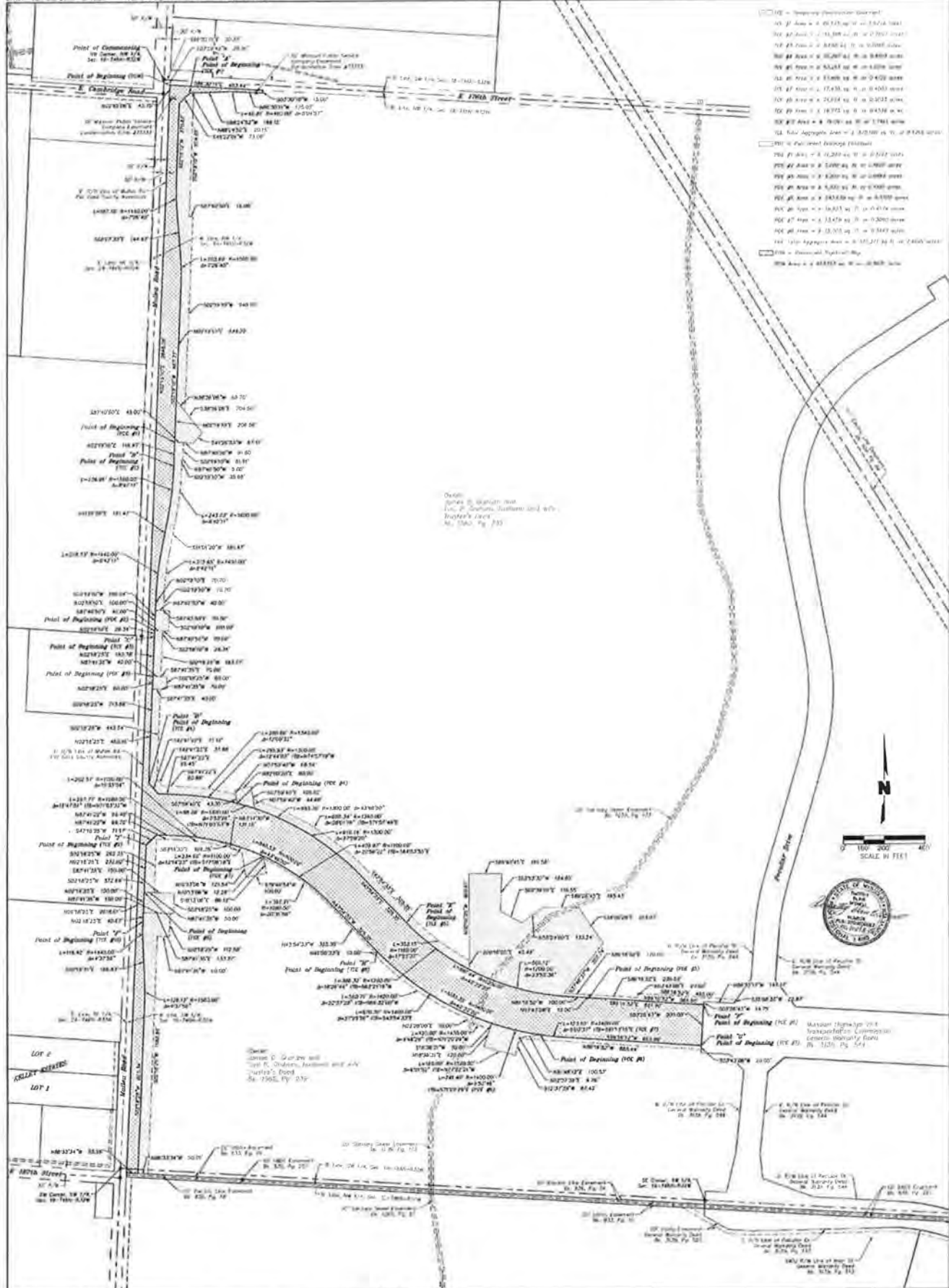
(Affix Seal Here)

Schedule A – Revised pursuant to Supplemental Agreement No. 1

Mullen Road and North Cass Parkway – Phase 1							
Tract	Parcel	Right-of-way (acres)	Drainage Easement (acres)	Temporary Construction Easement (acres)	Utility Easement (acres)	Proposed Format	Negotiation Fee
1	05061300000006050	0	0	0.0482	0	Value Finding	\$750
2	05061300000006051	0	0	0.0323	0	Value Finding	\$750
4	05061300000007000	0	0	0.1146	0	Value Finding	\$750
6	05061300000012002	0	0	0.0690	0	Value Finding	\$750
7	05061300000012001	0	0	0.0686	0	Value Finding	\$750
8	05061300000011000	0	0	0.0148	0	Value Finding	\$750
9	05061300000012000	0.5847	0	0.3511	0	Value Finding	\$750
10	050624100000001000	0.2308	0	0.1081	0.0655	Value Finding	\$750
11	050624000000030002	0.0633	0.0964	0.3661	0.1520	Value Finding	\$750
19	040419000000002000	0.8697 or entire property	0 or entire property	0.6515 or entire property	0.1253 or entire property	Standard	\$750
20	040418000000071002	0.2958	0	0.1423	0.0591	Value Finding	\$750
21	040418000000071001	0.0850	0	0.0872	0	Value Finding	\$750
22	040418000000071000	2.5706	0	1.0796	0.5503	Value Finding	\$750
23	040418000000034001	0	0	0.1991	0	Value Finding	\$750
	Totals	4.6999	0.0964	3.3325	0.9522		\$10,500.00

Appendix A – Tract 19 Exhibits related to Entire Project

Included on next pages.



- 105 - Temporary Construction Easement
- 106 - Permanent Drainage Easement
- 107 - Permanent Right-of-Way

PARCEL 19

REV. NO.	DATE	REVISION DESCRIPTION	BY

MOLSSON ASSOCIATES

710 N. 13th St., Suite 200
Belton, MO 64604-1474

TEL: 661.961.1176
FAX: 661.961.1111
WWW.MOLSSONASSOCIATES.COM

Temporary Construction and Permanent Drainage Easements
& Permanent Right-of-Way

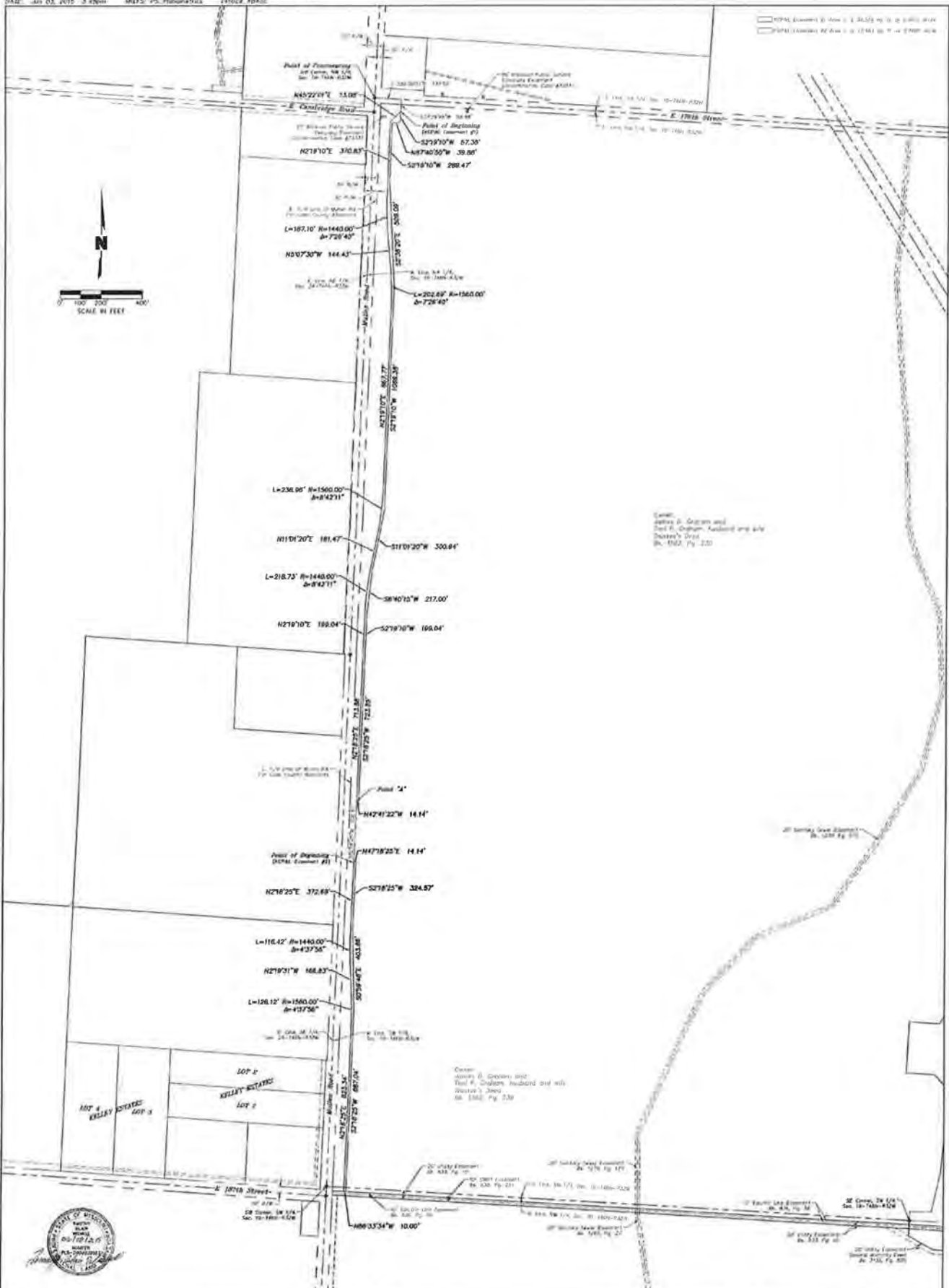
Over Part of the West 1/2, of Sec. 19, Twp. 46 N., Rng. 32 W.
& the NW 1/4, of Sec. 30, Twp. 46 N., Rng. 32 W.

Belton, Cass County, Missouri

2015

REVISIONS

KCP&L Easement 10' from S. E. 34.52' to S. 1/4 Sec 34
 KCP&L Easement 10' from S. E. 34.52' to S. 1/4 Sec 34



Corner
 Section 0, Division 202
 Paul F. Dugham, husband and wife
 Debra's Deed
 Bk. 1562, Pg. 230

Corner
 Section 0, Division 202
 Paul F. Dugham, husband and wife
 Debra's Deed
 Bk. 1562, Pg. 230



PARCEL 19	KCP&L Easement Exhibit		REV	DATE	REVISION DESCRIPTION	BY
	Over Part of the West 1/2, of Sec. 19, Twp. 46 N., Rng. 32 W. & the NW, 1/4, of Sec. 30, Twp. 46 N., Rng. 32 W.					
	Belton, Cassa County, Missouri		2015		REVISIONS	



BILL NO. 2015-52

ORDINANCE NO. 2015 - 4118

AN ORDINANCE APPROVING THE NEGOTIATOR SERVICES AGREEMENT WITH BLISS ASSOCIATES FOR A PORTION OF THE MULLEN ROAD AND NORTH CASS PARKWAY PROJECT.

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

Section 1. That the Negotiator Services Agreement with Bliss Associates for a portion of the Mullen Road and North Cass Parkway Project in the amount of \$11,250.00 is hereby approved and the Mayor is authorized and directed to execute the agreement on behalf of the City.

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

Duly read two (2) times and passed this 11th day of August, 2015.



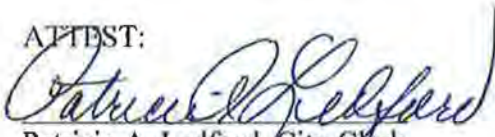
Mayor Jeff Davis

Approved this 11th day of August, 2015.



Mayor Jeff Davis

ATTEST:



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

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri and that the foregoing ordinance was regularly introduced for first reading at a regular meeting of the City Council held on the 28th day of July, 2015, and thereafter adopted as Ordinance No. 2015-4118 of the City of Belton, Missouri, at a regular meeting of the City Council held on the 11th day of August, 2015, after the second reading thereof by the following vote, to-wit:

AYES: 7	COUNCILMEN:	Mayor Davis, Fletcher, Van Winkle, Trutzel, Hoag, Newell, Savage
NOES: 0	COUNCILMEN:	
ABSENT: 2	COUNCILMEN:	Lathrop, Von Behren


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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: 7/28/2015 **DIVISION:** Engineering

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

The Belton-Cass Regional Transportation Development District (TDD) is prepared to begin the process of appraising, negotiating and purchasing right-of-way for the future improvements to Mullen, roughly between the railroad tracks and the area around the intersection with Cambridge. Staff conducted a request for proposals process approved by the TDD. The TDD chose Bliss Associates for related negotiator services.

PROPOSED CITY COUNCIL MOTION:

At the July 28, 2015 regular City Council meeting approve an ordinance for the Negotiator Services Agreement for a portion of the Mullen Road and North Cass Parkway project.

BACKGROUND:

Staff and the TDD have been working with Olsson Associates on the preliminary design (50%) of Mullen Road and North Cass Parkway. The Right of Way plans are complete and at the June 16, 2015 TDD Meeting, the TDD motioned to move forward with Bliss Associates for negotiator services.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Bliss Associates
Amount of Request/Contract:	\$11,250
Funding Source:	Belton-Cass Regional TDD

STAFF RECOMMENDATION, ACTION, AND DATE:

Staff recommends the first read to approve an ordinance for the Negotiator Services Agreement for a portion of the Mullen Road and North Cass Parkway project.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance
- Negotiator Services Agreement

CCO FORM: RW34
Approved: 06/00 (RMH)
Revised: 01/15 (AR)
Modified:

County: CASS COUNTY
Route: MULLEN RD

**CITY OF BELTON, MISSOURI
NEGOTIATOR SERVICES AGREEMENT**

THIS AGREEMENT, is entered into by and between the City of Belton, Missouri (herein, "City") and Bliss Associates, whose address is 1000 Walnut Street #920, Kansas City, MO 64106 (herein, Agent), in a not to exceed amount of eleven thousand two hundred and fifty and 00/100 Dollars (\$11,250).

WITNESSETH:

WHEREAS, the City proposes to acquire certain property rights or interest in certain parcels on the County, Route and Project identified above.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the parties agree as follows:

(1) GENERAL DUTIES: The Agent shall negotiate on behalf of the City to acquire the necessary real property interests of each parcel. The Agent shall exert his/her best efforts in accordance with good business practices and with the provisions set forth in Section 7 (Negotiation) of the Missouri Department of Transportation's Right-of-Way Procedures Manual. In addition, the Agent shall comply with the requirements of his/her submitted Proposal.

(2) NEGOTIATOR QUALIFICATIONS: Only those individuals currently listed on MoDOT's Roster of Approved Contract Negotiators shall negotiate on behalf of the City under this Agreement. This does not pertain to support personnel who do not act in the capacity of a negotiator.

(3) FEES: The Agent will be compensated for negotiation services in accordance with the provisions of this Agreement as set out in the attached Schedule A.

(4) ASSIGNED PARCELS: The Agent shall negotiate for the parcels of right of way and/or easements set out in the attached Schedule A.

(5) NEGOTIATION PERIOD: The Agent shall complete negotiations on or before ninety (90) days from the date of the written Notice to Proceed.

(6) DELIVERABLES: The Agent shall deliver signed documents to the City for the parcels of right of way and/or easements set out in the attached Schedule A.

(7) NOTICE TO PROCEED:

(A) Documents provided by the City: The Agent shall commence negotiations upon receipt of a written notice to proceed. Each notice to proceed will specify those parcels to be negotiated and will include the following items:

Complete Right of Way Plans
Approved Appraisal
Review of Appraisals (if necessary) and Approval of Just Compensation (Form 6-6.6)
Basis for Just Compensation
Title Commitment
60-day and 30-day Condemnation Letters (if necessary)

(B) Documents provided by the Agent: The Agent shall provide the following items:

Letter of Offer
Easement and Right of Way Documents

(8) REVIEW OF PLANS AND DOCUMENTS: Prior to commencing negotiations the Agent shall review the project plans and all information furnished by the City.

(9) NEGOTIATOR'S REPORT AND CONTACT LOG: A Negotiator's Report, Form 7-2.13, shall be completed with attachments and signed by the negotiator upon termination of or completion of negotiations for each parcel. A log of all contacts with the owner or representative shall be completed and attached to the Negotiator's Report. The information for each contact should include the date and place of each contact, parties contacted, offers made, counteroffers, issues raised by the owner, reasons settlement could not be reached, and any other pertinent data. Each contact entry shall include the name or initials of the person who prepared the entry.

When negotiations are unsuccessful, and the negotiator considers further attempts to negotiate to be futile, recommendations for action should be recorded.

The Agent will submit his/her reports and contact logs for each parcel to the authorized representative of the City.

(10) INVOICES: An invoice may be submitted for one-third (1/3) of the total fees after initial personal contacts with all the owners or representatives of all the parcels listed in the attached list of parcels and fees. An invoice shall also be submitted to the City for the balance of the fees upon delivery of the required documents or recommendations.

(11) EXTENSION PROVISIONS: If unable to complete negotiations within the

time specified, the Agent shall submit a Contact Log stating the status of the unacquired parcels, any special conditions, recommendations for further action, and request additional time needed for completion. The City may extend the negotiation period with a written notice to continue. If the City chooses not to extend the Agreement, the Agent shall deliver all completed work product, and an invoice for the partially completed services. All work completed or partially completed shall be the property of the City, and will be paid for in proportion to its value to the City as determined by the City.

(12) TERMINATION OF AGREEMENT: If the Agent fails to comply with the terms of this Agreement, or the progress or quality of the work is unsatisfactory, the City reserves the right to cancel this Agreement. Termination will be effective on the date specified by written notice. All work completed or partially completed prior to notice of termination of this Agreement shall be the property of the City, and will be paid for in proportion to its value to the City as determined by the City.

(13) PROJECT DELAY OR CANCELLATION: If the project covered by this Agreement is delayed or cancelled by the City, the City reserves the right to terminate this Agreement. If the Agreement is terminated under this provision, or for reasons beyond the control of the Agent, all work completed or partially completed prior to notice of termination of this Agreement shall be the property of the City, and will be paid for in proportion to its value to the City as determined by the City.

(14) ADDITION OR DELETION OF PARCELS: Addition of parcels to this agreement must be by execution of Supplemental Negotiation Services Agreement. If it becomes necessary to delete or terminate any or all of the parcels in this agreement, all work completed or partially completed prior to notice of termination shall be the property of the City, and will be paid for in proportion to its value to the City as determined by the City.

(15) COURT APPEARANCES: Agent shall be available for consultation and court appearances as requested by City's Regional Counsel. Agent shall receive a per diem rate based upon the current prevailing rate in Agent's geographical area for such services as agreed upon when requested. Agent will receive reimbursement for reasonable expenses incurred for such services.

(16) SUCCESSFUL COMPLETION: Upon successful completion of negotiations, the Agent shall deliver to the City or City's Escrow Agent the following items as appropriate:

- Executed Escrow Agreement or Purchase Agreement
- Executed Conveyance Documents
- Other Documents as required by Title Company
- Completed Negotiator's Report (Form 7-2.13) and Contact Log

(17) CONFIDENTIALITY: The details of all negotiations content, terms of this Agreement, Agent's opinions of value, offers and settlements, appraisal reports and information furnished to the Agent by the City, except those items indicated in the

NOTICE TO PROCEED paragraph, shall be kept confidential by the Agent. Further, the Agent shall not disclose to third parties confidential factual matter provided by the City except as may be required by statute, ordinance, or order of court, or as authorized by the City. The Agent shall notify the City immediately of any request for such information. None of the restrictions in this section shall apply to pertinent project and parcel information requested by representatives of the City or the Federal Highway Administration. None of the restrictions in this section shall apply to testimony that the Agent is required to give under oath in a judicial proceeding.

(18) STATUS AS INDEPENDENT CONTRACTOR: The parties agree that Contractor, as an independent contractor, is responsible for obtaining and maintaining adequate insurance coverage, at no cost to City, for workers' compensation, general liability, automobile liability, professional liability, or any other insurance required by law or deemed necessary by Contractor.

(19) CONFLICT OF INTEREST: If at any time in the course of negotiations, the Agent becomes aware of a possible conflict of interest, or is so advised by the City, the Agent shall immediately cease all activity in connection with the pertinent parcel and promptly provide the City with a written summary of all relevant facts. The City will take appropriate action, including but not limited to, the deletion of any parcels from this Agreement.

(20) WORK PRODUCT: All documents and other material prepared by the Agent or provided to the agent under this agreement, shall be delivered to and become the property of the City upon termination or completion of this agreement. The Agent may retain copies for his/her files.

(21) RETENTION OF BUSINESS RECORDS: The Agent must maintain all business records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the City and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(22) CITY REPRESENTATIVE: The City's Public Works Director is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's Public Works Director may designate other persons having the authority to act on behalf of the City in performance of this Agreement.

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

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

(25) NONSOLICITATION: The Agent warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Agent, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, City, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, City, percentage, brokerage fee, gift, or contingent fee.

(26) ASSIGNMENT: The Agent shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the City.

(27) DISPUTES: In the event of any dispute concerning a question of fact in connection with the work, the City's representative shall make a determination of such fact and the City's decision shall be final.

(28) INDEMNIFICATION: The Agent shall defend, indemnify and hold harmless the City, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Agent's performance of its obligations under this Agreement.

(29) NONDISCRIMINATION ASSURANCE: During the performance of this contract, Agent agrees to observe and comply with the following conditions insofar as they apply to this Agreement:

(A) Civil Rights Statutes: The Agent shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e, et seq.), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Agent is providing services or operating programs on behalf of the Department or the City, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Agent shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Agent shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of

materials and leases of equipment. The Agent shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Agent. These apply to all solicitations either by competitive bidding or negotiation made by the Agent for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Agent of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The Agent shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Agent is in the exclusive possession of another who fails or refuses to furnish this information, the Agent shall so certify to the City or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Agent fails to comply with the nondiscrimination provisions of this Agreement, the City shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Agent complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part.

(G) Incorporation of Provisions: The Agent shall include the provisions of the NONDISCRIMINATION ASSURANCE paragraph of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the City or the United States Department of Transportation. The Agent will take such action with respect to any subcontract or procurement as the City or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Agent becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Agent may request the United States to enter into such litigation to protect the interests of the United States.

(30) EXECUTIVE ORDER: The Agent shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

(A) By signing this Agreement, the Agent hereby certifies that any employee of the Agent assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.

(B) In the event the Agent fails to comply with the provisions of the Executive Order 07-13, or in the event the City has reasonable cause to believe that the Agent has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the City reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

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

Executed by the Agent this 7th day of July, 2015.

Executed by the City this 11 day of August, 2015.

CITY OF BELTON, MISSOURI

CONTRACTOR

Jeff Davis
(Signature)

Gregory Nitschke
(Signature)

Jeff Davis
(Typed or printed name)

GREGORY NITSCHKE
(Typed or printed name)

Mayor
Title

PRESIDENT OF BLISS ASSOCIATES, LLC
Title

Attest By:

Patricia A. Ledford
(Signature)

BARBARA BLASY
(Signature)

Patricia A. Ledford
(Typed or printed name)

BARBARA BLASY
(Typed or printed name)

City Clerk
Title

EXECUTIVE SECRETARY
Title

Schedule A

North Mullen Road and Cambridge Intersection							
Tract	Parcel	Right-of-way (acres)	Drainage Easement (acres)	Temporary Construction Easement (acres)	Utility Easement (acres)	Proposed Format	Negotiation Fee
1	050613000000006050			0.0482		Value Finding	\$750
2	050613000000006051			0.0323		Value Finding	\$750
3	050613000000006052					Value Finding	\$750
4	050613000000007000			0.1146		Value Finding	\$750
5	050613000000012003					Value Finding	\$750
6	050613000000012002			0.0690		Value Finding	\$750
7	050613000000012001			0.0686		Value Finding	\$750
8	050613000000011000			0.0148		Value Finding	\$750
9	050613000000012000	0.5847		0.3511		Value Finding	\$750
10	050624100000001000	0.2308		0.1081	0.0655	Value Finding	\$750
19	040419000000002000	0.3700				Standard	\$750
20	040418000000071002	0.2958		0.1423	0.0591	Value Finding	\$750
21	040418000000071001	0.0850		0.0872		Value Finding	\$750
22	040418000000071000	2.5706		1.0796	0.5503	Value Finding	\$750
23	040418000000034001			0.1991		Value Finding	\$750
	Totals	4.1369		2.3149	0.6749		\$11,250

SECTION VII
A

R2015-46

A RESOLUTION ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2017 THROUGH 2021.

WHEREAS, the City Council understands the importance of constructing and maintaining all infrastructure and assets throughout the City of Belton; and

WHEREAS, projects including facilities, water, sewer, stormwater drainage, streets and sidewalks and public service buildings should be included; and

WHEREAS, many projects will be funded over a number of years; and

WHEREAS, many projects may need alternative sources of funding; and

WHEREAS, the City Council understands that this is a plan, and may be changed according to budgetary constraints or priority; and

WHEREAS, this is only a plan of direction to guide Council members and City Staff;

WHEREAS, the Capital Improvement Plan for Fiscal Years (FY) 2017 through 2021 includes capital projects that may acquire, support, construct, or improve the City's buildings, equipment, streets, facilities, and other infrastructure with a projected total acquisition, design, and construction cost per item of \$50,000 or more and with a projected useful life of five or more years; and

WHEREAS, City Staff has distributed and discussed the draft Capital Improvement Program for FY 2017-2021 with Planning Commission at Planning Commission Meetings held on the following dates: September 21, 2015, October 5, 2015, October 19, 2015, November 2, 2015, and November 16, 2015. At the November 16, 2015 Planning Commission Meeting, the Planning Commission carried a motion to approve the recommendation of the FY 2017-2021 Capital Improvement Program; and

WHEREAS, City Staff has distributed and discussed the draft Capital Improvement Program for Fiscal Years 2017 through 2021 with City Council at Council Work Sessions held on the following dates: September 15, 2015, October 6, 2015, October 20, 2015, and November 3, 2015.

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

Section 1. That the City of Belton, Missouri shall approve and authorize this resolution for purposes described above.

Section 2. That the Five-Year Capital Improvement Program shall be reviewed, revised, and adopted annually.

Section 3. That future amendments and annual revisions shall be approved by resolution of the City Council after consultation with the Planning Commission according to requirements of Section 89.380, Revised Statutes of Missouri.

Section 4. That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this _____ day of _____, 2015.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the _____ day of _____, 2015, and adopted at a regular meeting of the City Council held the _____ day of _____, 2015 by the following vote, to wit:

AYES: COUNCILMEN:
NOES: COUNCILMEN:
ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: 11/24/2015

DIVISION: Engineering

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

Development of the FY2017-FY2021 Capital Improvement Program (CIP) has been underway and draft versions have been distributed and discussed at Council Work Sessions held on the following dates: September 15, 2015, October 6, 2015, October 20, 2015, and November 3, 2015.

Draft versions have also been distributed and discussed at the Planning Commission meetings held on the following dates: September 21, 2015, October 5, 2015, October 19, 2015, November 2, 2015, and November 16, 2015. At the November 16, 2015 Planning Commission Meeting, the Planning Commission carried a motion to approve the recommendation of the FY2017-2021 Capital Improvement Program.

PROPOSED CITY COUNCIL MOTION:

At the November 24, 2015 regular City Council meeting, approve a resolution adopting a Five-Year Capital Improvement Program for Fiscal Years 2017 through 2021.

BACKGROUND:

Last year's CIP included 34 projects, seven of which are expected to be complete by the end of FY2016. Three projects were removed due to a change in priorities. In addition, four projects were added for this year's CIP:

- Intersection of Hwy 58/Y-Hwy
- Wastewater Sewer Lining
- Mullen Road Widening – Phase 2
- Stormwater Maintenance Program

The 5-year CIP developed last year is available online at the following web address:

<http://www.belton.org/index.aspx?nid=481>

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

FY2017-2021 CIP (Final Draft)

FY2017-2021 CAPITAL IMPROVEMENT PROGRAM

CITY OF BELTON, MISSOURI

PLANNED-PREPARED-MEASURED-TRANSPARENT

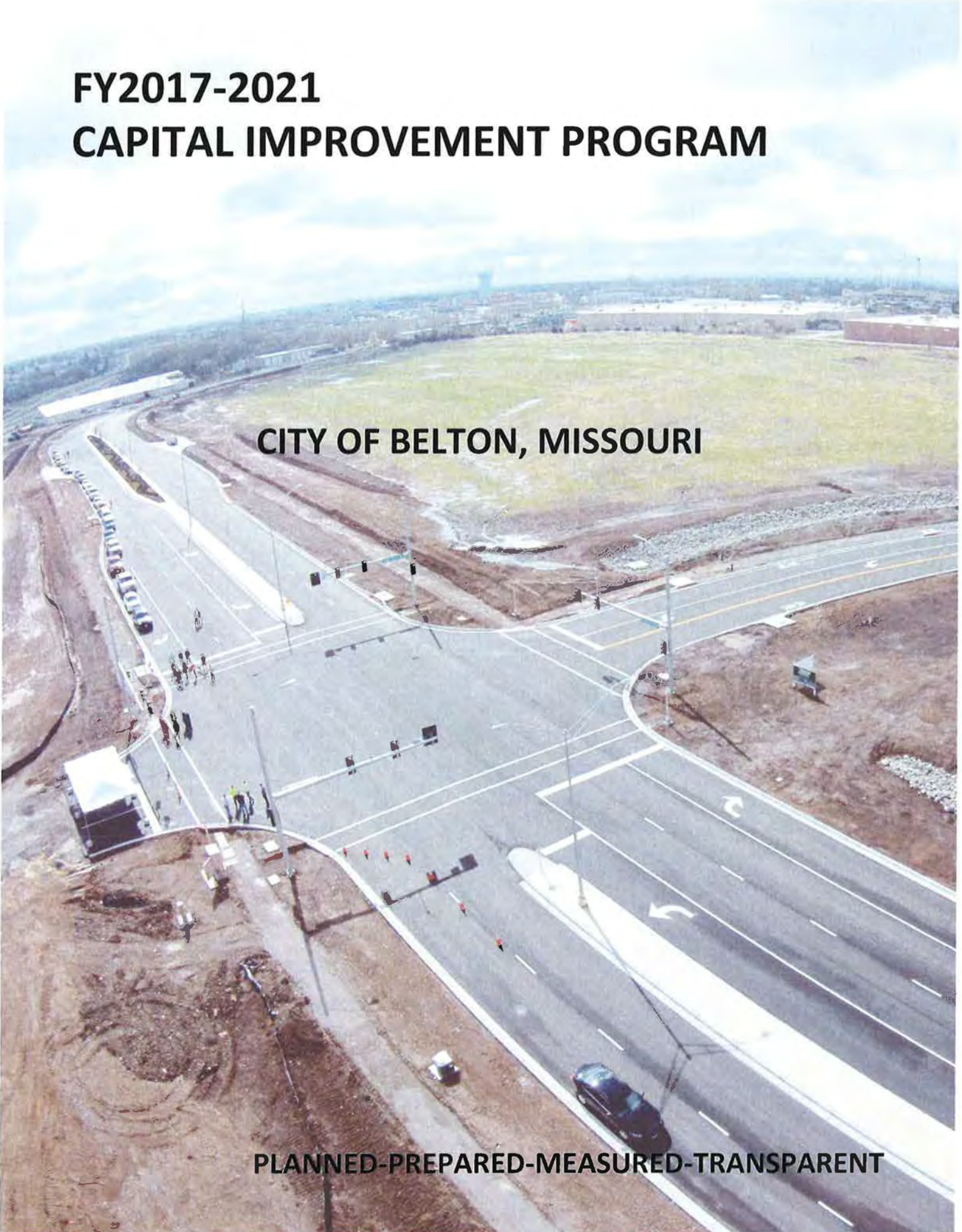


Table of Contents

EXECUTIVE SUMMARY	1
PURPOSE	1
PROGRESS AND POSSIBILITIES	2
PAST YEAR	5
NEXT FIVE YEARS	5
CAPITAL IMPROVEMENT PROGRAM FUNDING	6
MAINTENANCE AND OPERATION COSTS	7
CONCLUSION	7
PROGRAM AND PROJECTS SUMMARY	8
PROGRAM DETAIL SHEETS	11
PROJECT DETAIL SHEETS	17
APPENDIX	41
CAPITAL IMPROVEMENT PROCESS	42
MODIFYING THE CIP	43
CAPITAL IMPROVEMENTS PLAN IMPLEMENTATION	44
CIP FUNDING SOURCES	46
ALTERNATIVE FUNDING SOURCES	48

EXECUTIVE SUMMARY

PURPOSE

The City of Belton is transforming in a big way. There is strong commercial development in Belton and several key infrastructure improvements ongoing to address aging water lines and streets, and to reduce operational costs such as the annual sanitary sewer inflow and infiltration (I&I) reduction program. The portfolio of projects and other expenditures described in this document is believed to strike a fiscally responsible balance between improvements to facilitate smart growth, investment in essential services, and creating and maintaining amenities that are important to the moral of the community.

A Capital Improvement Program (CIP) is a portfolio of projects determined to be important over the next five years and provides a planning schedule with options identified for financing the projects. Typically, the primary criterion for CIP consideration is that it affects the character of the community. Essentially, the program provides a link between the City's comprehensive plan, various master plans, annual budget, and long-range financial forecasts.



Figure 1. New 3 million gallon Water Tower



Figure 2. Markey Parkway and Towne Center Drive



Figure 3. Academy Sports + Outdoors



Figure 4. Transportation needs

PROGRESS AND POSSIBILITIES

To be competitive in the region it is necessary to invest in projects that attract new development and redevelopment that are critical to the long-term welfare of the community. The recent completion of the Markey Parkway projects are great examples and were funded by transportation development districts and tax increment financing at responsible levels.

Federal dollars have been secured on a number of projects like the 155th Street Widening Project that is currently in the property acquisition phase and should be in the construction phase in the summer of 2016. There are two trail projects with federal funding as well: Nexus and the future Bel-Ray Connector.

Embracing new technology is proving to be extremely beneficial in areas of asset maintenance and transparency for the public. Staff is utilizing new technology to increase efficiency and productivity and to account for most activities to build a history that can be used to target weakness and identify opportunities. There is more information than ever available to the public on the City’s website as a result of the key technology platform, Geographic Information System (GIS). Staff can also develop more effective long-range maintenance and improvements with much higher level of accuracy.



Figure 5. Cartegraph Asset Management Software



Figure 6. Integrity GIS



Figure 7. 155th Street looking east

Streets

Streets, particularly residential streets, are deteriorating faster than the City can manage with current revenue streams. There are approximately 18 miles of residential streets in poor to failed condition. Motor fuel taxes have not been adjusted for inflation since 1993 and the City’s local transportation sales tax has had flat to nominal growth. There has been a recent uptick in sales tax. If the trend continues, it may provide more dollars to aid the program but will require a significant increase over several years to catch up. In the meantime, the City is rolling two budget years together and performing major street preservation every two years to leverage a larger sum of money and gain some economies of scale. There is also a cooperative contracting initiative with other Cass County cities to leverage more and stretch the dollars even further.

There are several possibilities to strategically construct new streets primarily driven by new development. These include:

- 173rd Street
- Larkspur Court
- Peculiar Drive
- Outer Road near the old golf course

These projects could be funded by and would substantially benefit potential new development. While these projects may not be Capital Improvement Projects, they still play a crucial role in the City’s growth and connectivity for incoming development.

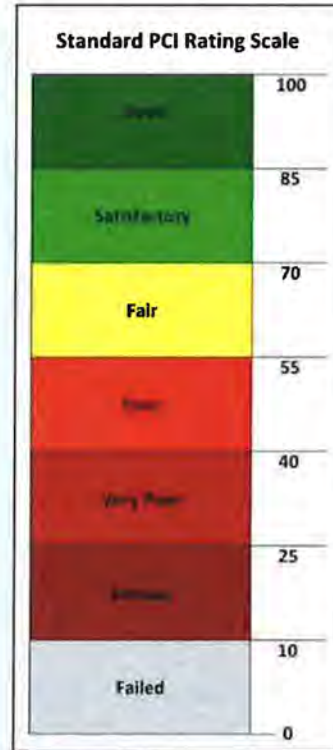


Figure 8. Streets - Standard PCI Rating Scale

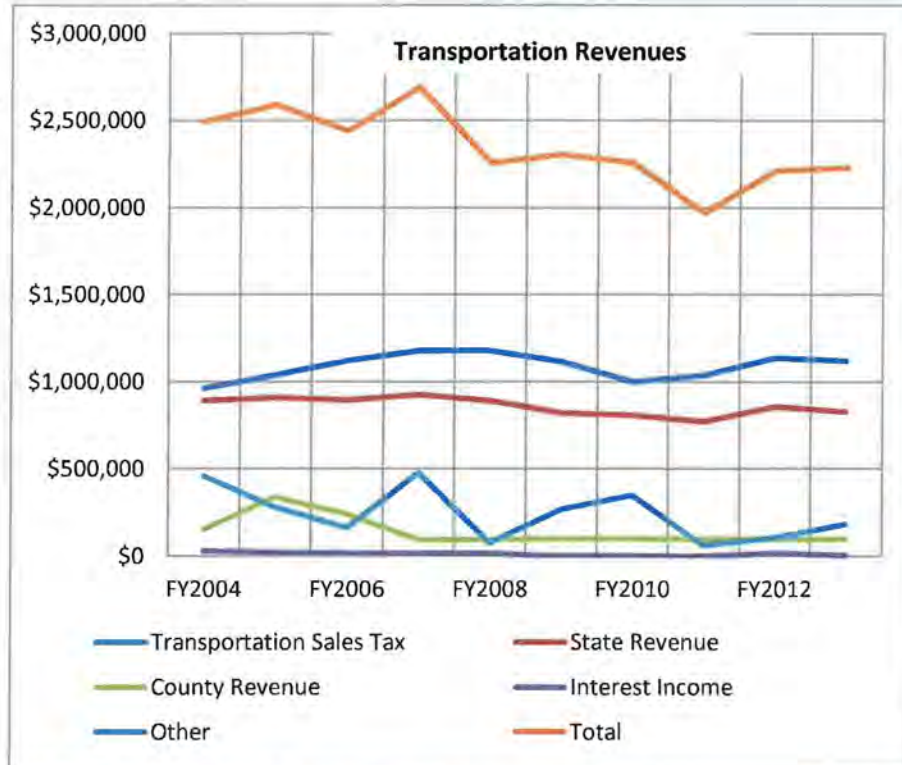


Figure 9. Transportation Revenue Sources

Water

There are approximately 26 miles of cast-iron and asbestos waterlines that are primarily post WWII era infrastructure. The City began a commitment to an annual replacement program at \$400,000. It is necessary to increase this significantly to avoid increased maintenance costs and increased risks to the public and staff. However, it will be challenging to increase the commitment without increasing user rates at a higher level than recent trend.

Sanitary Sewer

The less appealing sanitary sewer system has been a point of focus for several years and more recently has undergone some excellent changes. The objectives to eliminate high maintenance lift stations and reduce I&I has produced great results, and the City has been able to do it with no increases in user rates for the past two years and is working diligently to maintain that trend for multiple years.

Stormwater

Possibly the most forgotten infrastructure until intense rains hit is the stormwater system. The City has made very effective use of the 2006 voter-approved stormwater bonds (i.e., Cleveland Lake and others) and has been able to use leftover dollars recently to chip away at the master plan projects that are planned to be complete in FY2016 (i.e., Oil Creek Culvert Replacement and others). In addition, the City has implemented the new Markey Regional Detention Program that uses development dollars to construct and maintain the detention facility long term and allows development to maximize the use of each lot without individual detention. Unfortunately, there is a long list of other stormwater project needs that currently have no funding.

One potential funding source for stormwater maintenance needs is implementation of a stormwater utility. A stormwater utility is to stormwater what a sewer utility is to sewage. It is a "stand-alone" service unit within the City government that generates revenues through fees for service. A stormwater



Figure 10. Waterline

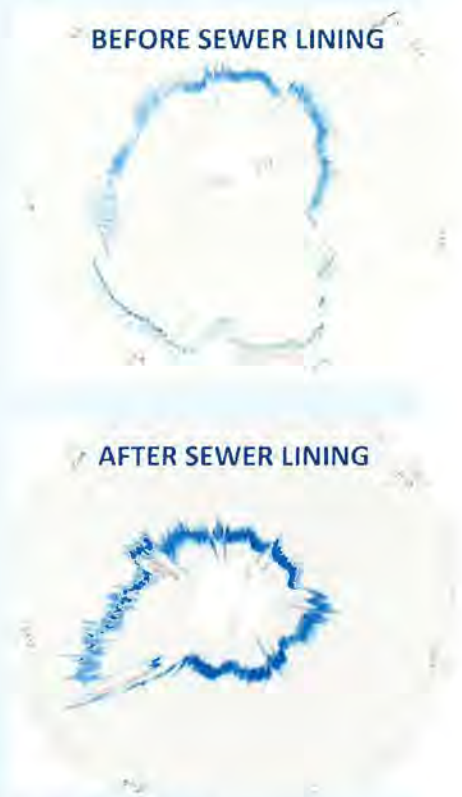


Figure 11. Inflow at Wastewater Treatment Facility before and after sewer lining

utility is responsible for funding the operation, construction, and maintenance of stormwater management devices and infrastructure for stormwater system planning and management.

Vehicle and Equipment Fleet

The three departments with the majority of the vehicle and equipment fleet (Public Works, Fire, and Police) are utilizing a replacement program that is fiscally prudent and provides those departments an improved ability to do their job as effectively as possible.

PAST YEAR

Last year's CIP (FY2016-2020) included 34 projects, whereas this year's CIP includes 29 programs and projects. The difference comes from seven projects that are expected to be complete by the end of FY2016, three projects that were removed due to a change in priorities, and four that were added to this year's CIP.

NEXT FIVE YEARS

This portfolio of projects and other expenditures is believed to be important over the next five years and provides a planning schedule with options identified for financing the projects. A long-term capital improvement program has many benefits resulting from its organized approach to planning projects. However, these benefits cannot be attained from the production of this document alone. One key benefit of a centralized capital improvement program is the opportunity to foster cooperation among departments and an ability to inform other governmental entities and rating agencies of the City's priorities and future plans. The support of the citizens of Belton and the City's commitment to carrying out these programs is required in order to realize the following benefits:

- Focus attention of community goals and needs
- Inform the public of future plans
- Encourage efficient program administration
- Help to plan for future debt issues
- Define the impact of master plans and studies
- Optimize the use of taxpayer dollars



Figure 12. New Police and Fire Vehicles

The City of Belton is facing the challenge of maintaining existing aging infrastructure while preparing for growth with a limited budget. An objective for the City over the next five years' CIP is to be able to prepare for and overcome these challenges. In order to make this vision a reality, the City must make planning and improving of public infrastructure and facilities a priority. The maintenance and construction of facilities, streets, stormwater, water, sanitary sewer, and other assets must keep pace with the changing population, demands, and regulations.

CAPITAL IMPROVEMENT PROGRAM FUNDING

The Program and Project Summary section provides the projects that make up the FY2017-2021 Capital Improvement Program and associated costs. These projects are separated into two groups: 1) projects with current or identified funding sources from the general fund, special funds, or proprietary funds and 2) projects with uncertain funding sources. This year's CIP contains 10 programs and projects that have identified funding sources, leaving 19 projects with no funding identified. Projected funding per division/department for each fiscal year is provided in Figure 13. This figure includes projects with unidentified funding.

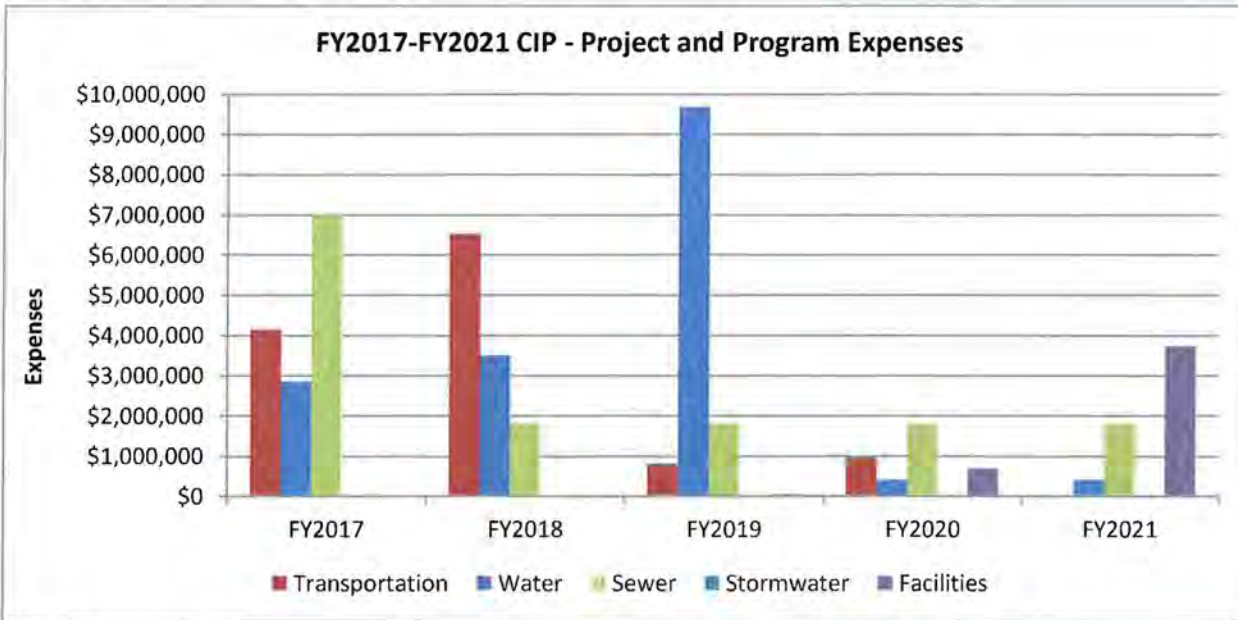


Figure 13. Program and Project Expenses

MAINTENANCE AND OPERATION COSTS

The City of Belton's operating budget can be summarized as the maintenance operations, salaries, and interest payments that provide ongoing services to citizens. As Capital Improvement Projects are completed, operation and maintenance of these new facilities must be absorbed in the operating budget. Operating costs for new facilities may include reductions or increases in maintenance supplies, equipment, and staff. These operating costs are adjusted annually to account for new capital projects or accommodate growth and inflation in maintaining or improving service levels. The City should be careful when considering new projects if operating revenues are unavailable to cover the associated operating costs. The availability of recurring revenues must be considered prior to scheduling the various projects in the program.

CONCLUSION

Infrastructure is the backbone of the community as it provides essential and vital services necessary for a civil and thriving community. Like other cities, the City of Belton is facing the challenge of maintaining aging infrastructure while preparing for growth with a limited budget. As existing infrastructure ages, it is absolutely imperative for the City to invest in renewing these facilities so they continue to operate and serve the citizens as initially designed and constructed. Moderate growth is expected for the City of Belton in the future. The proposed CIP provides a plan to begin addressing these challenges.

PROGRAM AND PROJECTS SUMMARY

FY2017-2021 CAPITAL IMPROVEMENT PROGRAM

General, Proprietary, and Special Revenue Funded Programs and Projects								
Project Number and Title	Prior	FY2017	FY2018	FY2019	FY2020	FY2021	Beyond/ Uncertain	Total
Stormwater Maintenance Program	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	-	\$72,000
Street Preservation Program	\$725,000	\$75,000	\$875,000	-	\$950,000	-	-	\$2,625,000
Annual Waterline Replacement Program	\$400,000	\$400,000	\$420,000	\$441,000	\$463,050	\$486,203	-	\$2,610,253
Infiltration and Inflow Reduction Program – Public System	\$2,318,957	\$1,290,000	\$370,000	\$1,210,000	\$1,200,000	\$1,200,000	-	\$7,588,957
Infiltration and Inflow Reduction Program – Private System	\$350,000	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	-	\$3,350,000
DW-1 Drinking Water Improvements – Phase 2	\$2,200,000	\$2,349,000	-	-	-	-	-	\$4,549,000
WW-1 Wastewater Treatment Facility Upgrades	\$9,847,200	\$3,962,000	-	-	-	-	-	\$13,809,200
WW-2 Wastewater Collection System Master Plan	-	\$300,000	-	-	-	-	-	\$300,000
WW-3 Sewer Lining	-	\$850,000	\$850,000	-	-	-	-	\$1,700,000
T-1 155th Street Widening Project	\$950,000	\$3,544,000	\$1,570,000	-	-	-	-	\$6,064,000
General, Proprietary, and Special Revenue Funded Project Totals	\$16,803,157	\$13,382,000	\$4,677,000	\$2,222,000	\$3,162,000	\$2,212,000	-	\$42,668,410

Note: Shaded row indicates project is underway.

FY2017-2021 CAPITAL IMPROVEMENT PROGRAM

Projects with Uncertain Funding Sources								
Project Number and Title	Prior	FY2017	FY2018	FY2019	FY2020	FY2021	Beyond/ Uncertain	Total
DW-2 Drinking Water Improvements – Phase 3	-	\$100,000	\$3,093,000	\$9,273,000	-	-	-	\$12,466,000
T-2 Markey Parkway Extension to North Scott Avenue	-	-	-	-	-	-	\$6,030,000	\$6,030,000
T-3 State Highway 58 and Y Highway Intersection	-	-	\$100,000	\$800,000	-	-	-	\$900,000
T-4 Mullen Road Widening– Phase 1	\$82,000	\$530,000	\$3,988,000	-	-	-	-	\$4,600,000
T-5 Scott Avenue and State Highway 58 Intersection Realignment	-	-	-	-	-	-	\$2,533,000	\$2,533,000
T-6 Kentucky Road Improvements	-	-	-	-	-	-	\$3-4 Million	\$3-4 Million
T-7 Markey Parkway from North Scott Avenue to Westover Road	-	-	-	-	-	-	\$5,580,000	\$5,580,000
T-8 Mullen Road Widening– Phase 2	\$82,000	-	-	-	-	-	\$8,210,000	\$8,292,000
T-9 Markey Parkway from Bales Road to Prospect Avenue	-	-	-	-	-	-	\$9,166,000	\$9,166,000
T-10 Markey Parkway from Westover Road to Bales Road	-	-	-	-	-	-	\$4,150,000	\$4,150,000
T-11 North Cass Connector	\$82,000	-	-	-	-	-	\$6,607,000	\$6,689,000
T-12 Cleveland Road Widening	-	-	-	-	-	-	\$6,570,000	\$6,570,000
Fa-1 Transportation, Water Services, and Parks Maintenance Facility	-	-	-	-	-	-	-	-
Fa-2 Fire Station #3	-	-	\$50,000	\$650,000	\$3,100,000	-	-	\$3,800,000
SW-1 Lacy Estates Stormwater Improvements	-	-	-	-	-	-	\$3,004,000	\$3,004,000
SW-2 Summerset Hills Stormwater Improvements	-	-	-	-	-	-	\$1,679,000	\$1,679,000
SW-3 Hargis Lake Stormwater Improvements	-	-	-	-	-	-	\$2,827,000	\$2,827,000
SW-4 162 nd Street Stormwater Improvements	-	-	-	-	-	-	\$2,175,000	\$2,175,000
Uncertain Funding Sources Project Totals	\$246,000	\$630,000	\$7,231,000	\$10,723,000	\$3,100,000	-	\$62,531,000	\$84,461,000
All Project Totals	\$17,049,157	\$14,012,000	\$11,908,000	\$12,945,000	\$6,262,000	\$2,212,000	\$62,531,000	\$127,129,410

PROGRAM DETAIL SHEETS

In the FY2017-2021 CIP there are five Capital Improvement *Programs*. A program can be defined as a portfolio of small projects that are reoccurring on an annual basis. While the five programs are primarily maintenance based, the goal is to improve the City's existing assets.

Stormwater Maintenance Program

Department: Public Works - Transportation

Program Description:

The Stormwater Improvements Program includes repairing and replacing stormwater facilities within the City. The Transportation Division's current annual budget for stormwater maintenance activities is \$12,000.



Program Justification:

In the 2012 Stormwater Master Plan, the City's stormwater infrastructure was inventoried. There are approximately 48 miles of storm pipes and culverts and over 2,000 inlets and manholes. Long-term maintenance of this system is necessary to prevent future flooding problems, roadway failures, sewer back-ups and other impacts to property and infrastructure. It was estimated that across the entire 48 miles of pipe the required resources to maintain the system annually is about \$500,000. This figure includes staff salaries, equipment, and occasional contracting costs for minor reconstruction work.

Program Funding:

There is currently only a fraction of the estimated amount needed to maintain the stormwater infrastructure on an annual basis.

Breakdown	Prior	Projected Five-Year Cost Schedule					Beyond	Total
		FY2017	FY2018	FY2019	FY2020	FY2021		
Design	-	-	-	-	-	-	-	-
Construction	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	-	\$72,000
Total	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	-	\$72,000

Street Preservation Program

Department: Public Works - Transportation

Program Description:

Due to funding constraints, the current Street Preservation Program only includes curb replacement, overlay, and chip seal. The City currently has 21 linear miles of public streets that are rated "poor" to "failed". In most cases, the appropriate solution is to complete a full reconstruct of the "poor" to "failed" streets, totaling at a cost of approximately \$20 million.



Program Justification:

Staff has a thorough understanding of the condition and needs of the streets based on a recently completed condition assessment. Staff tracks the condition and activities with the Cartegraph system. While there are currently 21 linear miles of streets that predominantly require reconstruction, this number will only increase due to the lack of funding available to maintain the streets that are of higher ratings, or in better condition. In addition to funds needed to complete the full reconstruction of roads, there needs to be a net increase of \$900,000 annually in the budget in order to maintain the streets at an acceptable level.

Program Funding:

Although there are a small amount of funds that are budgeted annually for street preservation, there is a great need for additional funding sources in order to preserve, maintain and reconstruct the streets that are in need. Additional funding sources may include property taxes, sales taxes, general obligation bonds, and gas taxes.

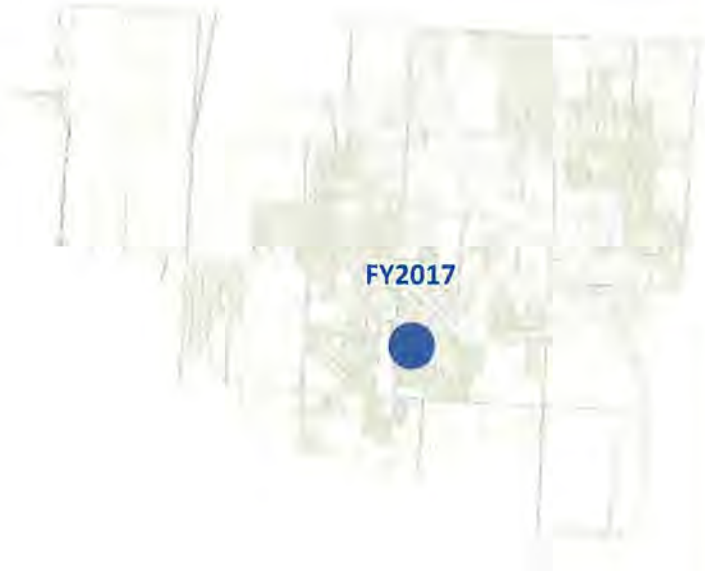
Breakdown	Prior	Projected Five-Year Cost Schedule					Beyond	Total
		FY2017	FY2018	FY2019	FY2020	FY2021		
Design	-	-	-	-	-	-	-	-
Construction	\$725,000	\$75,000	\$875,000	-	\$950,000	-	-	\$2,625,000
Total	\$725,000	\$75,000	\$875,000	-	\$950,000	-	-	\$2,625,000

Watermain Replacement Program

Department: Public Works - Water Services

Program Description:

This program involves replacement of existing waterline pipes at various locations throughout the City. It will include replacing both cast iron and asbestos pipes in a systematic process on an annual basis. Waterlines to be replaced in FY2018 and beyond will be identified in the future and depicted in the figure.



Program Justification:

A Waterline Replacement Program is one of the recommendations of the 2012 Drinking Water Master Plan. The waterlines indicated to be replaced represent the top priority of this program. The program also includes installing several loops in the system to improve fire protection flows at various locations. This program was first included in the CIP two years ago and represents an ongoing transition from development driven improvements to also include a proactive replacement of aging infrastructure.

Program Funding:

This annual program is funded by the water enterprise fund. The financial level of commitment may vary from year to year depending on priority.

*The cost schedule below assumes 5% inflation starting in FY2018.

Breakdown	Prior	Projected Five-Year Cost Schedule					Beyond	Total
		FY2017	FY2018	FY2019	FY2020	FY2021		
Design	\$130,000	\$130,000	\$30,000	\$30,000	\$30,000	\$30,000	-	\$280,000
Construction	\$270,000	\$270,000	\$390,000	\$411,000	\$433,050	\$456,203	-	\$2,330,253
Total	\$400,000	\$400,000	\$420,000	\$441,000	\$463,050	\$486,203	-	\$2,610,253

Infiltration and Inflow Reduction Program - Public System

Department: Public Works - Water Services

Program Description:

This program is the City's Infiltration and Inflow (I&I) Reduction Program. Repairs to sanitary manholes and pipes will prevent rainwater from entering the sanitary system, decreasing costs to treat sanitary sewage. Work in this 5-year period includes rehab in Basins 4, 9, 10, and 12 as well as Basins 1, 3, and 5.



Program Justification:

The City has made a strong commitment to reducing I&I in the collection system. I&I is groundwater and stormwater entering the sanitary sewer system. This causes overloaded sewers and additional costs to unnecessarily treat stormwater. I&I can also cause sewer backup leading to basement flooding. The goal of the City's comprehensive program is to reduce I&I in the system by 40%.

Program Funding:

This 5-year period of the project is funded by the wastewater enterprise fund. Funding may fluctuate depending on other capital projects and operating expenses year to year.

Breakdown	Prior	Projected Five-Year Cost Schedule					Beyond	Total
		FY2017	FY2018	FY2019	FY2020	FY2021		
Design	\$225,000	\$185,000	\$370,000	\$130,000	-	-	-	\$910,000
Construction	\$2,093,957	\$1,080,000	-	\$1,080,000	\$1,200,000	\$1,200,000	-	\$6,653,957
Total	\$2,318,957	\$1,290,000	\$370,000	\$1,210,000	\$1,200,000	\$1,200,000	-	\$7,588,957

Infiltration and Inflow Reduction Program - Private System

Department: Public Works - Water Services

Program Description:

This program is the City's Private Infiltration & Inflow (I&I) Reduction Program. Private building evaluations and source removal of clean-outs, downspouts, sump pumps, etc. will prevent rainwater from entering the sanitary system, decreasing costs to treat sanitary sewage. Work in this 5-year period begins in Basin 11 and is expected to progress through basins in order of the highest contributors to I&I.



Program Justification:

The City has made a strong commitment to reducing I&I in the collection system. I&I is groundwater and stormwater entering the sanitary sewer system. This causes overloaded sewers and additional costs to unnecessarily treat stormwater. I&I can also cause sewer back-up leading to basement flooding. The goal of the City's comprehensive program is to reduce I&I in the system by 40%.

Program Funding:

This 5-year period of the project is funded by the wastewater enterprise fund.

Breakdown	Projected Five-Year Cost Schedule							Total
	Prior	FY2017	FY2018	FY2019	FY2020	FY2021	Beyond	
Design	\$50,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	-	\$350,000
Construction	\$300,000	\$540,000	\$540,000	\$540,000	\$540,000	\$540,000	-	\$3,000,000
Total	\$350,000	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	-	\$3,350,000

PROJECT DETAIL SHEETS

In the FY2017-2021 CIP, there are 23 Capital Improvement *Projects*. A project can be defined as an individual enterprise that is carefully planned and designed to achieve a particular aim. Projects unlike programs have a definitive end. Project detail sheets in the CIP are categorized as Drinking Water, Wastewater, Transportation, Facilities, and Stormwater. Within each category, the projects are numbered based on their priority and/or schedule. Rankings for Transportation were determined based on consensus from the City department heads, Planning Commission, and City Council.

DW-1 Drinking Water Improvements - Phase 2

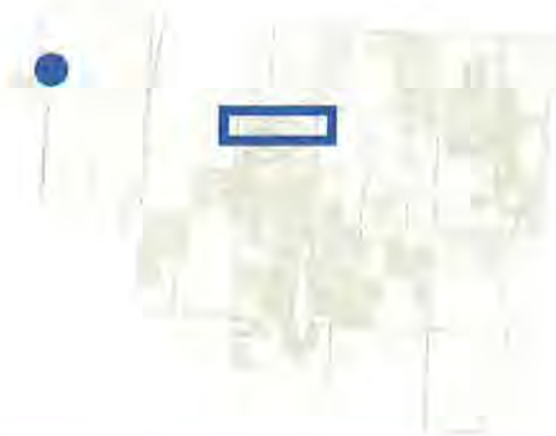
Department: Public Works

Project Description:

This project is Phase 2 of a multi-phase program to address deficiencies in the City's drinking water system. This project involves improvements to the existing Holmes Road Booster Pump Station, improvements to the existing 300,000 gallon water tower, and construction of a 16" watermain on Markey Road.

Project Justification:

Additional capacity and storage to the City's drinking water system is essential to meet both present and future demand. These improvements will enhance the City's ability to provide water during peak demands. This project is consistent with recommendations provided to the City in the 2012 Drinking Water Master Plan.



Project Funding: Identified

Funding Source:

This project is funded through a State Revolving Loan administered through Missouri Department of Natural Resources. The loan was made available due to voter-approved bonds in 2013.

Breakdown	Projected Five-Year Cost Schedule							Total
	Prior	FY2017	FY2018	FY2019	FY2020	FY2021	Beyond	
Land	\$10,000	-	-	-	-	-	-	\$10,000
Design	\$190,000	\$1,716,000	-	-	-	-	-	\$1,906,000
Construction	\$2,000,000	\$600,000	-	-	-	-	-	\$2,600,000
Utility	-	-	-	-	-	-	-	-
Legal	-	-	-	-	-	-	-	-
Bond Issuance	-	\$33,000	-	-	-	-	-	\$33,000
Contingency	-	-	-	-	-	-	-	-
Total	\$2,200,000	\$2,349,000	-	-	-	-	-	\$4,549,000
Op Expense	-	-	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$100,000
Cost Savings	-	-	-	-	-	-	-	-

DW-2 Drinking Water Improvements - Phase 3

Department: Public Works

Project Description:

This project is a continuation of the multi-phase drinking water improvements program and is expected to begin in FY2018. This phase may be a regional effort between several municipalities and includes the construction of 28,000 linear feet of water main and a system development charge to WaterOne of Johnson County Kansas. *Costs provided on this sheet account for only 1 Million Gallon per Day (MGD) of additional capacity; the cost for additional capacity is uncertain at this time.*

Project Justification:

Additional capacity and storage to the City's drinking water system is essential to meet both present and future demand. These improvements will enhance the City's ability to provide water during peak demands as well as provide the City a second source of water. This project is consistent with recommendations provided to the City in the 2012 Drinking Water Master Plan.



Project Funding: To be determined

Possible Funding Source:

As this project's funding source is to be determined, possibilities include it to be funded through impact fees, rates, and bonds.

Breakdown	Prior	Projected Five-Year Cost Schedule						Total
		FY2017	FY2018	FY2019	FY2020	FY2021	Beyond	
Land	-	-	\$619,000	-	-	-	-	\$619,000
Design	-	\$100,000	\$1,237,000	-	-	-	-	\$1,337,000
Construction	-	-	\$1,082,000	\$8,809,000	-	-	-	\$9,891,000
Utility	-	-	-	-	-	-	-	-
Legal	-	-	-	-	-	-	-	-
Bond Issuance	-	-	-	-	-	-	-	-
Contingency	-	-	\$155,000	\$464,000	-	-	-	\$619,000
Total	-	\$100,000	\$3,093,000	\$9,273,000	-	-	-	\$12,466,000
Op Expense	-	-	-	-	-	-	-	-
Cost Savings	-	-	-	-	-	-	-	-

WW-1 Wastewater Treatment Facility Upgrades

Department: Public Works

Project Description:

This project includes a new parallel pump station and force main, realignment of existing force main, replacement of the preliminary treatment facility (headworks), and miscellaneous plant system process improvements.

Project Justification:

New Parallel Influent Pump Station & Force Main: The peak influent flow rates to the existing influent pump station have occasionally exceeded the pumping capacity. As a result, there have been overflows at the upstream manhole.

Headworks Facility: The preliminary treatment equipment in the existing Headworks has reached the end of its useful life. Staff has observed plastics and other undesirable material present after passing through the preliminary treatment facility.

New SCADA System: This improvement is recommended for more effective and effective operation of the treatment plant.

Project Funding: Identified

Funding Source:

This project is funded through a State Revolving Loan administered through Missouri Department of Natural Resources. The City was able to receive the loan due to the voter approved bonds.



Breakdown	Projected Five-Year Cost Schedule							Total
	Prior	FY2017	FY2018	FY2019	FY2020	FY2021	Beyond	
Land	\$18,800	-	-	-	-	-	-	\$18,800
Design	\$1,550,000	\$250,000	-	-	-	-	-	\$1,800,000
Construction	\$7,908,400	\$3,614,000	-	-	-	-	-	\$11,522,400
Utility	-	-	-	-	-	-	-	-
Legal	-	\$25,000	-	-	-	-	-	\$25,000
Bond Issuance	\$370,000	-	-	-	-	-	-	\$370,000
Contingency	-	\$73,000	-	-	-	-	-	\$73,000
Total	\$9,847,200	\$3,962,000	-	-	-	-	-	\$13,809,200
Op Expense	-	-	-	-	-	-	-	-
Cost Savings	-	-	-	-	-	-	-	-

WW-2 Wastewater Collection System Master Plan

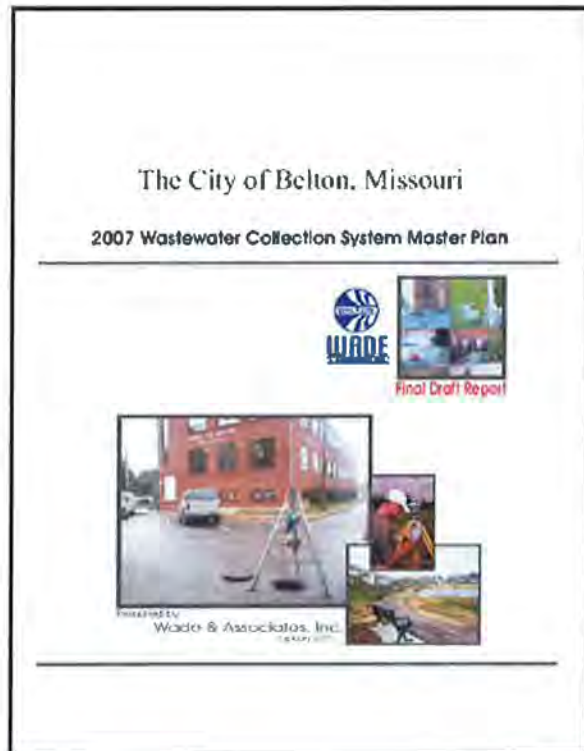
Department: Public Works

Project Description:

This project includes updating the City's current Wastewater Collection System Master Plan.

Project Justification:

The Collection System Master Plan Update will present the findings of a comprehensive analysis of the capacity of the District's wastewater collection system. The master plan will provide recommendations for updates to the collection system and improvement projects. It is recommended to update the master plan every five years to keep up to date with changes in the system and ensure the right project is completed at the right time to ensure the most efficient use of funding. The latest version of the Collection System Master Plan that the City has completed in 2007.



Project Funding: Identified

Funding Source:

This project is funded through the wastewater enterprise fund.

Breakdown	Prior	Projected Five-Year Cost Schedule						Total
		FY2017	FY2018	FY2019	FY2020	FY2021	Beyond	
Land	-	-	-	-	-	-	-	-
Design	-	\$300,000	-	-	-	-	-	\$300,000
Construction	-	-	-	-	-	-	-	-
Utility	-	-	-	-	-	-	-	-
Legal	-	-	-	-	-	-	-	-
Bond Issuance	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Total	-	\$300,000	-	-	-	-	-	\$300,000
Op Expense	-	-	-	-	-	-	-	-
Cost Savings	-	-	-	-	-	-	-	-

WW-3 Sewer Lining

Department: Public Works

Project Description:

This project includes lining of the City's 27 and 30 inch diameter sanitary sewer interceptor from the current Public Works Maintenance Facility to the 36 inch interceptor. In addition, some 18 inch sewer upstream will be lined under this project.

Project Justification:

The City has made a strong commitment to reducing infiltration and inflow (I&I) in the collection system. I&I is ground water and stormwater entering the sanitary sewer system. This causes overloaded sewers and additional costs to unnecessarily treat stormwater. I&I can also cause sewer back-up leading to basement flooding. The goal of the City's comprehensive program is to reduce I&I in the system by 40%.



Project Funding: Identified

Funding Source:

This project is funded through the wastewater enterprise fund.

Breakdown	Prior	Projected Five-Year Cost Schedule						Total
		FY2017	FY2018	FY2019	FY2020	FY2021	Beyond	
Land	-	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-	-
Construction	-	\$850,000	\$850,000	-	-	-	-	\$1,700,000
Utility	-	-	-	-	-	-	-	-
Legal	-	-	-	-	-	-	-	-
Bond Issuance	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Total	-	\$850,000	\$850,000	-	-	-	-	\$1,700,000
Op Expense	-	-	-	-	-	-	-	-
Cost Savings	-	-	-	-	-	-	-	-

T-1 155th Street Widening

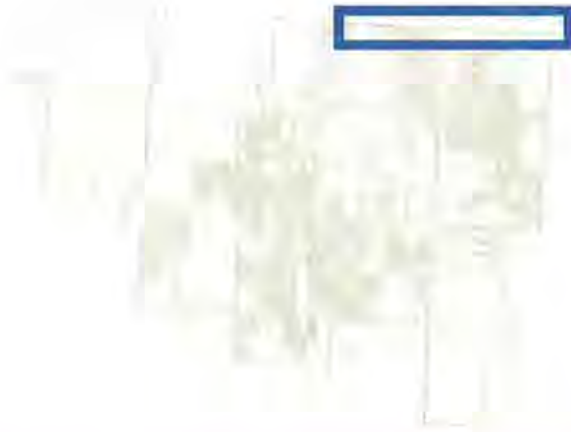
Department: Public Works

Project Description:

This project is the widening of 155th Street from the East Frontage (Outer) Road of I-49 to Harris Avenue. 155th Street will be widened to three lanes with the center lane as a designated turning lane and will include accommodations for pedestrians and bicyclists.

Project Justification:

155th Street runs west to east from the Centerpoint development at the former Richards Gebaur Airport to Ward Road in Lee’s Summit. 155th Street is projected to have large increases in traffic in the coming years and is a natural route for traffic to access I-49. Belton has worked with Grandview to secure federal funding through the Mid-America Regional Council utilizing MoDOT’s Surface Transportation Program (STP) funding. The STP funding will contribute 80% of right-of-way (ROW) and construction dollars.



Project Funding: Identified

Funding Source:

This project will receive 80% of the ROW and construction dollars through MoDOT’s STP funds. The remaining 20% of the ROW and construction dollars, local match, will be split evenly between Belton and Grandview, where each City will pay 10%. Belton’s share of the local match and engineering costs will total around \$850,000 and be funded through street impact fees.

Breakdown	Projected Five-Year Cost Schedule							Total
	Prior	FY2017	FY2018	FY2019	FY2020	FY2021	Beyond	
Land	\$450,000 ¹	\$450,000 ¹	-	-	-	-	-	\$900,000 ¹
Design	\$500,000 ²	\$94,000 ²	-	-	-	-	-	\$594,000 ²
Construction	-	\$3,000,000 ¹	\$1,570,000 ¹	-	-	-	-	\$4,570,000 ¹
Utility	-	-	-	-	-	-	-	-
Legal	-	-	-	-	-	-	-	-
Bond Issuance	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Total	\$950,000	\$3,544,000	\$1,570,000	-	-	-	-	\$6,064,000
Op Expense	-	-	-	-	-	-	-	-
Cost Savings	-	-	-	-	-	-	-	-

¹ Belton’s share of the costs is 10% of the dollar amounts shown above.

² Belton’s share of the costs is 50% of the dollar amounts shown above.

T-2 Markey Parkway Extension to North Scott Avenue

Department: Public Works

Project Description:

This project consists of the extension of existing Markey Parkway from Quik Trip Way to the intersection of Markey Road and North Scott Avenue.

Project Justification:

This is the next phase of Markey Parkway from the original conceptual design started in 2004. Markey Parkway currently ends at the intersection with Quik Trip Way. This project is expected to connect two major arterial corridors within the City. The link between these two roadways would be beneficial to the City for potential commercial development and a more efficient roadway system.



Project Funding: To be determined

Possible Funding Source:

Possible funding sources may include contributions from a Transportation Development District (TDD), development, grants, and the City.

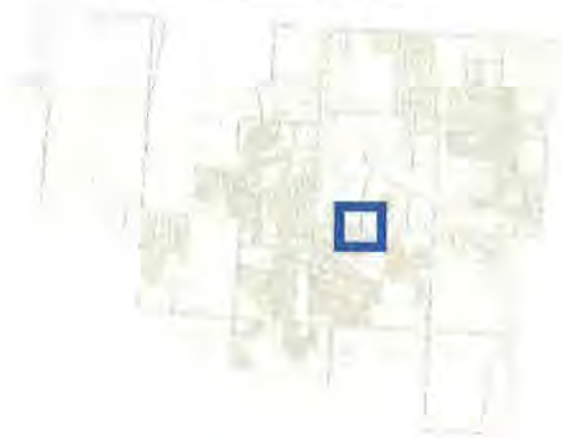
Breakdown	Projected Five-Year Cost Schedule							Total
	Prior	FY2017	FY2018	FY2019	FY2020	FY2021	Beyond	
Land	-	-	-	-	-	-	\$1,512,000	\$1,512,000
Design	-	-	-	-	-	-	\$519,000	\$519,000
Construction	-	-	-	-	-	-	\$2,970,000	\$2,970,000
Utility	-	-	-	-	-	-	\$714,000	\$714,000
Legal	-	-	-	-	-	-	\$100,000	\$100,000
Bond Issuance	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	\$215,000	\$215,000
Total	-	-	-	-	-	-	\$6,030,000	\$6,030,000
Op Expense	-	-	-	-	-	-	-	-
Cost Savings	-	-	-	-	-	-	-	-

T-3 State Highway 58 and Y Highway

Department: Public Works

Project Description:

This project includes modifications to the intersection of State Highway 58 and Y Highway.



Project Justification:

The intersection of State Highway 58 and Y Highway is currently congested due to a limited number of lanes and pedestrian refuge islands within the intersection. Modification of this intersection will provide for additional through lanes to help reduce queue lengths at the intersection, especially during peak hours. It is a high priority that this intersection operate at the most efficient level possible as it is the main corridor connecting east and west Belton and has a traffic volume of approximately 15,000 average daily traffic (ADT).

Project Funding: To be determined

Possible Funding Source:

The City plans to apply for MoDOT's Surface Transportation Program (STP) funds and Staff will look into alternative funding sources such as Congestion Mitigation and Air Quality (CMAQ) funding and Transportation Enhancement (TE) funding.

Breakdown	Prior	Projected Five-Year Cost Schedule						Total
		FY2017	FY2018	FY2019	FY2020	FY2021	Beyond	
Land	-	-	-	-	-	-	-	-
Design	-	-	\$100,000	-	-	-	-	\$100,000
Construction	-	-	-	\$700,000	-	-	-	\$700,000
Utility	-	-	-	-	-	-	-	-
Legal	-	-	-	-	-	-	-	-
Bond Issuance	-	-	-	-	-	-	-	-
Contingency	-	-	-	\$100,000	-	-	-	\$100,000
Total	-	-	\$100,000	\$800,000	-	-	-	\$900,000
Op Expense	-	-	-	-	-	-	-	-
Cost Savings	-	-	-	-	-	-	-	-

T-4 Mullen Road Widening - Phase 1

Department: Public Works

Project Description:

This project includes two phases of widening Mullen Road to a four-lane roadway with a median, sidewalk and pedestrian trail. The first phase is from Silver Maple Drive to just south of the Cambridge and Mullen intersection.

Project Justification:

The City envisions Markey Parkway and Mullen Road eventually connecting the interchanges of 163rd Street and North Cass Parkway along Interstate-49. A Transportation Development District (TDD) is formed that will provide some funding for this project. The focus of FY2016 expenditures has been towards preliminary design for Phase 1, Phase 2, and the North Cass Connector as well as property acquisition for Phase 1.



Project Funding: To be determined

Possible Funding Source:

This project is supported by a TDD, and the City plans to apply for MoDOT's Surface Transportation Program (STP) funding for Phase 1 of the project.

Breakdown	Projected Five-Year Cost Schedule							Total
	Prior	FY2017	FY2018	FY2019	FY2020	FY2021	Beyond	
Land	-	\$220,000	-	-	-	-	-	\$220,000
Design	\$82,000	\$150,000	-	-	-	-	-	\$232,000
Construction	-	-	\$3,338,000	-	-	-	-	\$3,338,000
Utility	-	\$160,000	-	-	-	-	-	\$160,000
Legal	-	-	-	-	-	-	-	-
Bond Issuance	-	-	-	-	-	-	-	-
Contingency	-	-	\$650,000	-	-	-	-	\$650,000
Total	\$82,000	\$530,000	\$3,988,000	-	-	-	-	\$4,600,000
Op Expense	-	-	-	\$100,000	\$103,000	\$107,000	\$110,000	\$420,000
Cost Savings	-	-	-	-	-	-	-	-

T-5 Scott Avenue and State Highway 58 Intersection Realignment

Department: Public Works

Project Description:

This project includes the realignment of the intersection of Scott Avenue and State Highway 58.



Project Justification:

The intersection of Scott Avenue and State Highway 58 is currently offset due to railroad safety requirements. The existing railroad has a very low volume relative to common lines in the region, and this specific crossing is proposed to be removed entirely as a part of this project. It is a high priority that this intersection operate at the most efficient level possible as it is the main corridor connecting east and west Belton and has a traffic volume of approximately 15,000 average daily traffic (ADT).



Project Funding: To be determined

Possible Funding Source:

The City may apply for a MoDOT Surface Transportation (STP) application for this project.

Breakdown	Projected Five-Year Cost Schedule							
	Prior	FY2017	FY2018	FY2019	FY2020	FY2021	Beyond	Total
Land	-	-	-	-	-	-	\$62,000	\$62,000
Design	-	-	-	-	-	-	\$249,000	\$249,000
Construction	-	-	-	-	-	-	\$1,960,000	\$1,960,000
Utility	-	-	-	-	-	-	\$162,000	\$162,000
Legal	-	-	-	-	-	-	\$50,000	\$50,000
Bond Issuance	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	\$50,000	\$50,000
Total	-	-	-	-	-	-	\$2,533,000	\$2,533,000
Op Expense	-	-	-	-	-	-	-	-
Cost Savings	-	-	-	-	-	-	-	-

T-6 Kentucky Road Improvements

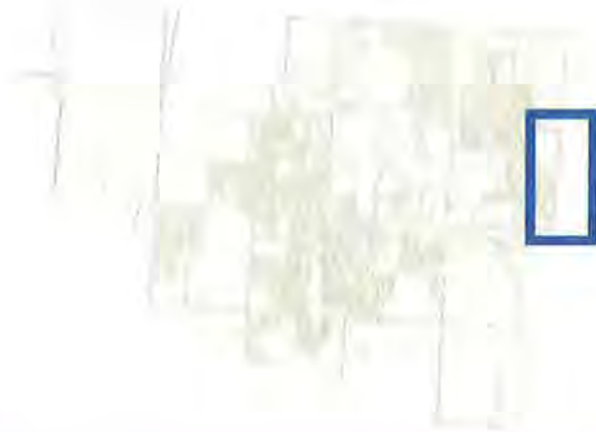
Department: Public Works

Project Description:

This project includes Kentucky Road Improvements from State Highway 58 to 163rd Street. The scope of this project is yet to be determined, but will likely include resurfacing the 2-lane roadway, adding a third turn lane at 163rd Street and may include ribbon curb, for example, along the roadway.

Project Justification:

Kentucky Road is currently a two lane road with open ditches. There is a significant amount of growth anticipated with respect to traffic volume and general population along this roadway in the near future. Given that both Cities of Belton and Raymore have recently experienced major commercial growth adjacent to Kentucky Road, there is a need for this roadway to be improved.



Project Funding: To be determined

Possible Funding Source:

The Cities of Belton and Raymore may together complete a MoDOT Surface Transportation Program (STP) funding application.

Breakdown	Projected Five-Year Cost Schedule							
	Prior	FY2017	FY2018	FY2019	FY2020	FY2021	Beyond	Total
Land	-	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-
Utility	-	-	-	-	-	-	-	-
Legal	-	-	-	-	-	-	-	-
Bond Issuance	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	\$3-4 Million	\$3-4 Million
Op Expense	-	-	-	-	-	-	-	-
Cost Savings	-	-	-	-	-	-	-	-

T-7

Markey Parkway from North Scott Avenue to Westover Road

Department: Public Works

Project Description:

This project includes the reconstruction of Markey Road, becoming Markey Parkway from North Scott Avenue to Westover Road.

Project Justification:

This corridor is a phase of the original Markey Parkway engineering study completed in 2004. Overall, this section of road will eventually help to complete the Markey Parkway loop from the intersection of State Highway 58 and Prospect Avenue to Mullen Road and State Highway 58. The reconstruction of Markey Road will be beneficial to the City as it will provide better access from west Belton and increase capacity for anticipated growth in the City.



Project Funding: Unidentified

Breakdown	Prior	Projected Five-Year Cost Schedule					Beyond	Total
		FY2017	FY2018	FY2019	FY2020	FY2021		
Land	-	-	-	-	-	-	\$425,000	\$425,000
Design	-	-	-	-	-	-	\$470,000	\$470,000
Construction	-	-	-	-	-	-	\$3,480,000	\$3,480,000
Utility	-	-	-	-	-	-	\$905,000	\$905,000
Legal	-	-	-	-	-	-	\$150,000	\$150,000
Bond Issuance	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	\$150,000	\$150,000
Total	-	-	-	-	-	-	\$5,580,000	\$5,580,000
Op Expense	-	-	-	-	-	-	-	-
Cost Savings	-	-	-	-	-	-	-	-

T-8 Mullen Road Widening - Phase 2

Department: Public Works

Project Description:

This project includes two phases of widening Mullen Road to a four-lane roadway with a median, sidewalk, and pedestrian trail. The second phase is from just south of the Cambridge and Mullen intersection south to the edge of City Limits.

Project Justification:

The City envisions Markey Parkway and Mullen Road eventually connecting the interchanges of 163rd Street and North Cass Parkway along Interstate-49. A Transportation Development District (TDD) is formed that may provide some funding for this project. The focus of FY2016 expenditures has been towards preliminary design for Phase 1, Phase 2, and the North Cass Connector as well as property acquisition for Phase 1.



Project Funding: Unidentified

Possible Funding Source:

This project is supported by a TDD, and the City plans to apply for MoDOT's Surface Transportation Program (STP) funding for Phase 1 of the project.

Breakdown	Projected Five-Year Cost Schedule							Total
	Prior	FY2017	FY2018	FY2019	FY2020	FY2021	Beyond	
Land	-	-	-	-	-	-	\$552,000	\$552,000
Design	\$82,000	-	-	-	-	-	\$238,000	\$320,000
Construction	-	-	-	-	-	-	\$5,968,000	\$5,968,000
Utility	-	-	-	-	-	-	\$320,000	\$320,000
Legal	-	-	-	-	-	-	-	-
Bond Issuance	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	\$1,132,000	\$1,132,000
Total	\$82,000	-	-	-	-	-	\$8,210,000	\$8,292,000
Op Expense	-	-	-	-	-	-	-	-
Cost Savings	-	-	-	-	-	-	-	-

T-9 Markey Parkway from Bales Road to Prospect Avenue

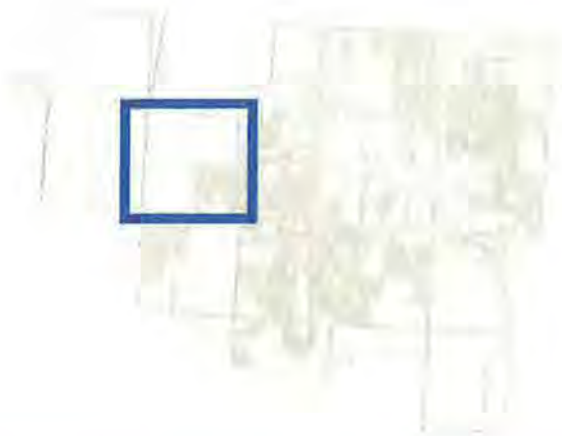
Department: Public Works

Project Description:

This project includes the construction of Markey Parkway from Bales Road to Prospect Avenue.

Project Justification:

This corridor is a phase of the original Markey Parkway engineering study completed in 2004. Overall, this section of road will eventually help to complete the Markey Parkway loop from the intersection of State Highway 58 and Prospect Avenue to Mullen Road and State Highway 58. The reconstruction of Markey Road will be beneficial to the City as it will provide better access from west Belton and increase capacity for anticipated growth in the City.



Project Funding: Unidentified

Breakdown	Projected Five-Year Cost Schedule							Total
	Prior	FY2017	FY2018	FY2019	FY2020	FY2021	Beyond	
Land	-	-	-	-	-	-	\$733,000	\$733,000
Design	-	-	-	-	-	-	\$750,000	\$750,000
Construction	-	-	-	-	-	-	\$7,110,000	\$7,110,000
Utility	-	-	-	-	-	-	\$58,000	\$58,000
Legal	-	-	-	-	-	-	\$150,000	\$150,000
Bond Issuance	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	\$365,000	\$365,000
Total	-	-	-	-	-	-	\$9,166,000	\$9,166,000
Op Expense	-	-	-	-	-	-	-	-
Cost Savings	-	-	-	-	-	-	-	-

T-10 Markey Parkway from Westover Road to Bales Road

Department: Public Works

Project Description:

This project includes the reconstruction of Markey Road, becoming Markey Parkway from Westover Road to Bales Road.

Project Justification:

This corridor is a phase of the original Markey Parkway engineering study completed in 2004. Overall, this section of road will eventually help to complete the Markey Parkway loop from the intersection of State Highway 58 and Prospect Avenue to Mullen Road and State Highway 58. The reconstruction of Markey Road will be beneficial to the City as it will provide better access from west Belton and increase capacity for anticipated growth in the City.



Project Funding: Unidentified

Breakdown	Projected Five-Year Cost Schedule							Total
	Prior	FY2017	FY2018	FY2019	FY2020	FY2021	Beyond	
Land	-	-	-	-	-	-	\$160,000	\$160,000
Design	-	-	-	-	-	-	\$300,000	\$300,000
Construction	-	-	-	-	-	-	\$2,920,000	\$2,920,000
Utility	-	-	-	-	-	-	\$535,000	\$535,000
Legal	-	-	-	-	-	-	\$85,000	\$85,000
Bond Issuance	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	\$150,000	\$150,000
Total	-	-	-	-	-	-	\$4,150,000	\$4,150,000
Op Expense	-	-	-	-	-	-	-	-
Cost Savings	-	-	-	-	-	-	-	-

T-11 North Cass Connector

Department: Public Works

Project Description:

This project is related to Mullen Road Widening Phase 1 and Phase 2 and includes construction of North Cass Parkway from Mullen Road east to the North Cass Parkway and I-49 interchange. North Cass Parkway will be a four-lane divided roadway.

Project Justification:

The City envisions Markey Parkway and Mullen Road eventually connecting the interchanges of 163rd Street and North Cass Parkway along I-49. A Transportation Development District (TDD) is formed that may provide some funding for this project. The focus of the FY2016 expenditures has been towards preliminary design for Phase 1, Phase 2, and the North Cass Connector as well as property acquisition for Phase 1.



Project Funding: Unidentified

Possible Funding Source:

This project is supported by a TDD but dollars to fund property acquisition, design engineering, and construction are unknown.

Breakdown	Projected Five-Year Cost Schedule							Total
	Prior	FY2017	FY2018	FY2019	FY2020	FY2021	Beyond	
Land	-	-	-	-	-	-	\$733,000	\$733,000
Design	\$82,000	-	-	-	-	-	\$183,000	\$265,000
Construction	-	-	-	-	-	-	\$4,813,000	\$4,813,000
Utility	-	-	-	-	-	-	\$10,000	\$10,000
Legal	-	-	-	-	-	-	-	-
Bond Issuance	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	\$868,000	\$868,000
Total	\$82,000	-	-	-	-	-	\$6,607,000	\$6,689,000
Op Expense	-	-	-	-	-	-	-	-
Cost Savings	-	-	-	-	-	-	-	-

T-12 Cleveland Avenue Widening

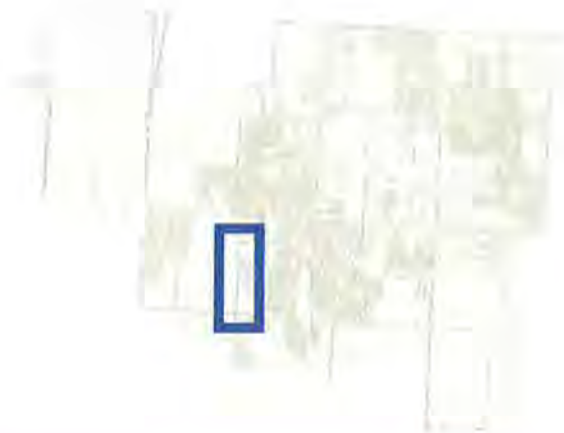
Department: Public Works

Project Description:

This project includes the widening of Cleveland Avenue from London Way to Cambridge Road. There has been no preliminary design complete.

Project Justification:

Cleveland Avenue located south of State Highway 58 is a two lane road with open ditches. With the growth of the City as well as the development of the school facilities along Cleveland Avenue, this section of roadway may need to be widened to arterial standards.



Project Funding: Unidentified

Breakdown	Prior	Projected Five-Year Cost Schedule					Beyond	Total
		FY2017	FY2018	FY2019	FY2020	FY2021		
Land	-	-	-	-	-	-	\$773,000	\$773,000
Design	-	-	-	-	-	-	\$500,000	\$500,000
Construction	-	-	-	-	-	-	\$4,340,000	\$4,340,000
Utility	-	-	-	-	-	-	\$557,000	\$557,000
Legal	-	-	-	-	-	-	\$100,000	\$100,000
Bond Issuance	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	\$300,000	\$300,000
Total	-	-	-	-	-	-	\$6,570,000	\$6,570,000
Op Expense	-	-	-	-	-	-	-	-
Cost Savings	-	-	-	-	-	-	-	-

Fa-1 Transportation, Water Services, and Parks Maintenance Facility

Department: Public Works

Project Description:

This project will include relocation to a new facility for the Parks Department and the Transportation and Water Services Divisions of the Public Works Department.

Project Justification:

The current facilities for the City of Belton Transportation and Water Services Departments are located at the old Wastewater Treatment Facility. Current facilities are in an undesirable location, in poor condition, and part of the campus is located in the floodplain. The Parks Department is also in need of more space for limited operational purposes.

Until recently, the City had been anticipating that the former SeaBee Facility may be a cost-effective solution, but the facility requires major improvements to make it functional for City purposes.

The City is currently considering other possible locations with the ideal and most strategic location being on North Scott Avenue between State Highway 58 and Markey Road.

Project Funding: To be determined

Possible Funding Source:

It may be best to utilize certificates of participation that would not impact the City's bonding capacity. In any case, these facilities are in urgent need of attention and certainly within the next five years.



Fa-2 Fire Station #3

Department: Fire

Project Description:

This project involves the location and construction of a fire station west of the intersection of State Highway 58 and Prospect Avenue.

Project Justification:

Fire and EMS response are most effective when the proper resources arrive within six minutes of notification. Therefore, travel distance from facilities to areas served should be targeted to be four to six minutes. Insurance rates are also affected by the proper distribution of fire stations. According to the ISO rating agencies, a location gets the best ratings if you are within five road miles of a Fire Station. Areas within the western and southern City limits are outside of a five-road-mile distance from the closest fire station. There has been interest expressed by a developer in dedicating land for this purpose in the proposed area.



Project Funding: Unidentified

Breakdown	Prior	Projected Five-Year Cost Schedule						Total
		FY2017	FY2018	FY2019	FY2020	FY2021	Beyond	
Land	-	-	-	-	-	-	-	-
Design	-	-	\$50,000	\$650,000	-	-	-	\$700,000
Construction	-	-	-	-	\$2,800,000	-	-	\$2,800,000
Utility	-	-	-	-	-	-	-	-
Legal	-	-	-	-	-	-	-	-
Bond Issuance	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	\$300,000	-	-	\$300,000
Total	-	-	\$50,000	\$650,000	\$3,100,000	-	-	\$3,800,000
Op Expense	-	-	-	-	-	-	-	-
Cost Savings	-	-	-	-	-	-	-	-

SW-1 Lacy Estates Stormwater Improvements

Department: Public Works

Project Description:

The conceptual improvement for this area includes installing a new storm sewer system where none currently exist and upsizing existing pipes to meet design criteria for a 10-year storm event.

Project Justification:

Residential flooding, street flooding, and crumbling pavement are caused because of the lack of a storm sewer system at the upper end of the subdivision. Existing storm sewers at the south end of Lacy Estates are undersized creating flooding problems. This is the #2 priority project in Priority Group 1 as identified in the 2012 Stormwater Master Plan.



Project Funding: Unidentified

Possible Funding Source:

This project may be funded through general obligation bonds.

Breakdown	Prior	Projected Five-Year Cost Schedule						Total
		FY2017	FY2018	FY2019	FY2020	FY2021	Beyond	
Land	-	-	-	-	-	-	\$180,000	\$180,000
Design	-	-	-	-	-	-	\$250,000	\$250,000
Construction	-	-	-	-	-	-	\$1,800,000	\$1,800,000
Utility	-	-	-	-	-	-	\$180,000	\$180,000
Legal	-	-	-	-	-	-	\$144,000	\$144,000
Bond Issuance	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	\$450,000	\$450,000
Total	-	-	-	-	-	-	\$3,004,000	\$3,004,000
Op Expense	-	-	-	-	-	-	-	-
Cost Savings	-	-	-	-	-	-	-	-

SW-2 Summerset Hills Stormwater Improvements

Department: Public Works

Project Description:

The conceptual improvement for this area includes replacing the entire main line system from the outlet of the system at Somerset Park Lake to east of McKinley Street. While the line is being replaced, an overflow path will be graded over the top of the pipe to carry the water for storms more frequent than the 10-year event.

Project Justification:

The problem consists of reported building flooding in two locations as well as street flooding in five locations. The entire system lacks the capacity for the 5-year storm with houses adjacent to the enclosed system and the overflow path above the pipe being in danger of flooding in frequent events. This is the #3 priority project in Priority Group 1 as identified in the 2012 Stormwater Master Plan.



Project Funding: Unidentified

Possible Funding Source:

This project may be funded through general obligation bonds.

Breakdown	Prior	Projected Five-Year Cost Schedule						Total
		FY2017	FY2018	FY2019	FY2020	FY2021	Beyond	
Land	-	-	-	-	-	-	\$97,000	\$97,000
Design	-	-	-	-	-	-	\$194,000	\$194,000
Construction	-	-	-	-	-	-	\$970,000	\$970,000
Utility	-	-	-	-	-	-	\$97,000	\$97,000
Legal	-	-	-	-	-	-	\$78,000	\$78,000
Bond Issuance	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	\$243,000	\$243,000
Total	-	-	-	-	-	-	\$1,679,000	\$1,679,000
Op Expense	-	-	-	-	-	-	-	-
Cost Savings	-	-	-	-	-	-	-	-

SW-3 Hargis Lake Stormwater Improvements

Department: Public Works

Project Description:

The conceptual improvement for this area provides 100-year storm event protection and includes new storm sewers at key locations, upsized and more efficient inlets, and upsizing main trunk line pipes to box culverts.

Project Justification:

Fourteen residential concerns regarding stormwater flooding, sanitary sewer backup, street flooding, and erosion have been received in the Hargis Lake subdivision. The existing storm system is undersized resulting in significant amounts of overland flow during significant rainfall events. Above ground swales are insufficient to handle the overland flow resulting in fast moving water with home flooding that may be responsible for some surcharging of the sanitary sewer system. This is the #4 priority project in Priority Group 1 as identified in the 2012 Stormwater Master Plan.



Project Funding: Unidentified

Possible Funding Source:

This project may be funded through general obligation bonds.

Breakdown	Prior	Projected Five-Year Cost Schedule					Beyond	Total
		FY2017	FY2018	FY2019	FY2020	FY2021		
Land	-	-	-	-	-	-	\$156,000	\$156,000
Design	-	-	-	-	-	-	\$200,000	\$200,000
Construction	-	-	-	-	-	-	\$1,559,000	\$1,559,000
Utility	-	-	-	-	-	-	\$212,000	\$212,000
Legal	-	-	-	-	-	-	\$170,000	\$170,000
Bond Issuance	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	\$530,000	\$530,000
Total	-	-	-	-	-	-	\$2,827,000	\$2,827,000
Op Expense	-	-	-	-	-	-	-	-
Cost Savings	-	-	-	-	-	-	-	-

SW-4 162nd Street Stormwater Improvements

Department: Public Works

Project Description:

The conceptual improvement for this area includes installing berms and improved ditches around 7111 162nd Street to allow stormwater to be conveyed around the house, expand the natural channel to possibly remove multiple houses from the floodplain. Additional work would include replacing the bridge at 162nd Street to prevent significant street flooding in the 100-year storm event.

Project Justification:

The lack of capacity in the natural channels and culvert at 162nd Street in this area cause reported flooding at one house and street flooding on 162nd Street in large rain events. 16105 Valentine has reported flooding 6 times in 4 years, and modeling for the area indicates 162nd Street overtops in the 10-year rain event. This is the #6 priority project in Priority Group 1 as identified in the Stormwater Master Plan.



Project Funding: Unidentified

Possible Funding Source:

This project may be funded through general obligation bonds.

Breakdown	Projected Five-Year Cost Schedule							Total
	Prior	FY2017	FY2018	FY2019	FY2020	FY2021	Beyond	
Land	-	-	-	-	-	-	\$126,000	\$126,000
Design	-	-	-	-	-	-	\$252,000	\$252,000
Construction	-	-	-	-	-	-	\$1,256,000	\$1,256,000
Utility	-	-	-	-	-	-	\$126,000	\$126,000
Legal	-	-	-	-	-	-	\$101,000	\$101,000
Bond Issuance	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	\$314,000	\$314,000
Total	-	-	-	-	-	-	\$2,175,000	\$2,175,000
Op Expense	-	-	-	-	-	-	-	-
Cost Savings	-	-	-	-	-	-	-	-

APPENDIX

CAPITAL IMPROVEMENT PROCESS

Definition – A capital improvement is a necessary or desirable project that supports or improves infrastructure or facilities and enhances the City’s ability to provide safe and desirable services for the benefit of the community and the future of the City of Belton. These projects directly affect the way citizens live, travel, and conduct business within our community. Furthermore, a capital project may be further defined as a project or asset with a minimum total cost of \$50,000 resulting in 1) creation of a new fixed asset or 2) enhancement to an existing fixed asset with a life expectancy of at least 20 years.¹ Examples include construction or expansion of public buildings, new storm and sanitary sewers, waterline upgrades and extensions, acquisition of land for public use, planning and engineering costs, and street construction. The Planning Commission reviews the preliminary program for consistency with the comprehensive plan and, if appropriate, submits the preliminary program to the City Council for consideration. The City Council either accepts the program with or without amendments or rejects it. Thus, the CIP becomes an essential guide to basic community improvements.

Identification – The need for capital improvements may be identified by an appropriate master plan, by changes within a growing community, or by regulatory

legislation. Planned and coordinated capital improvement project identification enhances the City’s ability to change the appearance and make the community more desirable to existing and potential residents, businesses, and industries. Projects are prioritized based on many factors including their critical necessity, effect on property values, city growth, and overall health, safety, and welfare of the citizens.

Creation – When a capital improvement has been identified, the City Engineer or Project Manager defines the scope of the project and prepares a preliminary cost estimate for the design and acquisition of property, if applicable, and construction of the project. These cost estimates are typically conceptual in nature with considerable contingencies included. Each phase of the project will be placed on the CIP, and the City will budget funds accordingly.

¹ The City of Belton is applying accepted accounting practices in the CIP report.

MODIFYING THE CIP

The proposed five-year CIP for the City of Belton is a fluid document that can be changed as the infrastructure requirements change, development occurs, and funding opportunities become available. Additionally, changing needs and priorities, emergencies, cost changes, mandates, and changes in technology may require the CIP to be updated. As new projects are identified and new revenues become available, projects are added to the annual prioritized funding schedule. Future changes anticipated by the Public Works Department include:

- Transportation Master Plan (TMP): It is recommended that the City develop a TMP in the near future as it would provide a summary of all findings and recommendations developed and culminate in a master recommended action plan to address the City's immediate and long-range transportation needs. The action plan will include capital improvement projects, land use planning and policy modifications, maintenance efforts, and public outreach and education programs. The action plan will be organized and presented in a concise manner whereby actions are prioritized, assigned to appropriate staff with recommended timelines/schedules, budgets, and expected benefits. Belton's CIP will need updating once the TMP is complete.

- Continued focus toward the Livable Streets concepts
- Creation of a Stormwater Utility that generates dedicated revenues for the maintenance of stormwater infrastructure like water and wastewater
- Possible regional efforts in water and wastewater services

CAPITAL IMPROVEMENTS PLAN IMPLEMENTATION

When a project on the CIP schedule is funded, the City's Project Manager (typically the City Engineer or the Assistant City Engineer) will assume the oversight responsibilities. Although the City has an adopted Project Management Manual (PMM), this section will highlight the fundamentals of project management. The first phase involves securing professional engineering services or moving forward with in-house design services to define the exact scope, detail, and cost of a project. Phase two is the actual design of the project. With the exception of small, easily defined projects, these phases typically occur over a two-year period. This allows for the design to be completed, easements and right-of-way secured, and funding to be identified and authorized for the actual construction of a project.

Design - The Project Manager will negotiate an engineering services contract for the design of a defined project unless the project is to be designed in-house. Architectural and engineering services contracts are awarded to firms strictly based on the firms' qualifications and expertise to perform the work. The selected consultant then submits a schedule of total hours and a scope of services needed to complete the design of the project. Upon award of a design contract, the selected consultant or in-house design team will complete a set of preliminary design plans. After reviewing the preliminary design, the

engineering firm or in-house design team may have a public meeting followed by development right of way and easements documents. The legal descriptions and related documents are necessary for all land, right-of-way, and easement acquisitions necessary before proceeding with the project. The consultant or in-house design team will complete the general conditions documentation and any remaining technical specifications for a complete package ready to advertise for construction services. The project is advertised when all land, right-of-way, and easement acquisitions are complete.

Advertisement and Award - The project is advertised for periods of at least two weeks, depending on the complexity of the project. Each contractor must submit with their bid, a bid bond equal to five (5) percent of the contract value and certification of compliance with state prevailing wage regulations. State law requires that all labor by contractors on public improvements must be paid for at prevailing wage rates. When the contract is awarded, the contractor must provide performance and payment bonds that guarantee the acceptable completion of the project. The majority of construction projects managed through the Public Works Department are unit price contracts that define a quantity of product at a specific per unit cost. A minority of projects may result in lump sum contracts for the construction of a structure or new facility.

Schedule - The project scope defines a construction duration period from the time a "Notice to Proceed" is issued to the point of substantial completion and final completion. The Project Manager will confer with the contractor to assign a construction schedule to define the development of the project within the contracted time. Consideration is given to the project scope, seasonal issues, procurement schedules, job complexity, and other items in the development of a project schedule. The assessment of liquidated damages is included in construction contracts for failure to meet project schedules.

Payments - As construction of the project proceeds, the contractor will submit to the Project Manager an application for monthly payment based upon the estimated percent of project completion. The City Engineer and consulting engineering firm evaluates the progress and approves an appropriate payment. A percent retainage fee (typically five percent) is withheld to assure all tasks are completed before final payment is made.

Changes - When something occurs to change the scope of the construction project, the contractor will request a change order. A change order is an amendment to the original contract that details the scope and cost of the change. All change orders are processed and approved in accordance with the City's adopted purchasing policy.

Substantial Completion - When the contractor has delivered a usable product to the community, a request for payment for substantial completion will be made. At this time, a comprehensive inspection is performed by City staff or the engineering consultant and a punch list of outstanding items is prepared. Upon acceptance of substantial completion, the contractor will be fully paid for all work completed on the project less the 5% retainage held back until final acceptance. The punch list items and all deficiencies must be completed before final acceptance of the project and final payment is approved and made.

Final Acceptance - Final acceptance is achieved when the contractor has completed all punch list and items and has provided the City with a maintenance bond (usually two years from final acceptance) to cover labor material expenses through this warranty period. At the same time, the resident inspector initiates the completion of "as-built" drawings prepared from field records. These records will be delivered to the City. Any unspent moneys authorized for a project will be returned to the CIP fund for reallocation on future projects.

CIP FUNDING SOURCES

A large component of developing the CIP focuses on the balancing of available resources with the identified budget needs. The process involves reviewing all funding sources used for various capital improvements each year. Consideration must be given to legal limitations of debt capacity as well as the impact of debt issuance on tax rates and user charges. Financial analysis utilizes staff projections of future bond sales, interest rates, population growth, assessed valuation increases, user fees, and other variables. A listing of existing funding sources and definitions follow:

General Fund

The General Fund is the primary operating fund for the City. Expenditures from this fund provide basic City services such as police and fire protection, planning, inspection, engineering, animal control, civil defense, municipal court, and overall basic services such as finance and data processing, personnel, and general administration of the City. Revenue sources include items such as property taxes, sales taxes, franchise taxes, cigarette taxes, fines, business licensing and permitting, grants, allocations from other City departments for services provided, and other small sources. The General Fund can be used to provide funds for programs and projects where shortfalls exist.

Transportation Fund

The Transportation Fund (Street Fund) is used for the Annual Paving Program, Ice and Snow Removal, and Street Maintenance. The main sources of revenue for this fund include a one-half percent transportation sales tax, motor vehicle taxes, and fuel taxes.

Stormwater

The City currently does not have a dedicated revenue source to maintain and improve the storm system and these services are currently provided through the Transportation Fund. As funding street maintenance is a challenge for all cities, it may be in the cities best interest to work toward establishing a stormwater utility.

Water and Wastewater Funds

The Water and Wastewater Funds cover all expenses related to providing water and collecting and treating sanitary sewer for residents and businesses in the City of Belton. The main sources of revenue for the Water and Wastewater Funds come from:

- Rates and User Fees
- Water Tap Fees
- Water and Sanitary Sewer Impact Fees

Arterial Street Impact Fees

Impact fees are to be paid for a development that generates new traffic in the City. Fees are based on the amount of

traffic the new development will generate. The proceeds of which shall be used for improvements to arterial streets improvements throughout the City.

Capital Improvements Fund

The Capital Improvements Fund is funded solely by a one-half percent capital improvements sales tax. Revenues from this fund are currently committed to debt service on the 71 and Y-Highway interchange project, new Police and Court building, and City Hall Renovations.

General Obligation (GO) Bond Fund

The City is authorized to issue General Obligation Bonds payable from ad valorem taxes to finance capital improvement and equipment upon a two-thirds majority vote and on general election dates, a four-sevenths majority vote of the qualified voters. The Missouri Constitution permits the City to incur general obligation indebtedness for general purposes not to exceed 10 percent of the assessed valuation of taxable tangible property. The City is also permitted to incur general obligation indebtedness not to exceed an additional 10 percent to acquire right of ways; construct and improve streets, sanitary sewers, and storm sewers; and purchase or construct waterworks plants.

ALTERNATIVE FUNDING SOURCES

Tax Increment Financing (TIF)

Tax Increment Financing provides for the capture of up to fifty percent of the incremental increase in Economic Activity Taxes (sales tax, franchise taxes, utility taxes) and up to one hundred percent of the incremental increase in property taxes on real property in a designated redevelopment project area for a period of up to twenty-three years in order to fund improvements.

Transportation Development Districts (TDD)

Transportation Development Districts are geographic areas that may be designated to levy an additional sales or property tax assessment to pay for transportation related infrastructure improvements.

Special Grants from Federal or State Programs

Grants may be received from the federal, state, and county governments. Grants are

available for stormwater, roads, sewers, parks, and public safety equipment.

Federal Community Development Block Grant Program (CDBG)

The Community Development Block Grant Program offers grants to Missouri communities to improve local facilities, address health and safety concerns, and develop a greater capacity for growth. Funds are available for Water, Waste Water, Stormwater, and Transportation.

Neighborhood Improvement District/Community Improvement District (NID/CID)

A Neighborhood Improvement District or Community Improvement District may be created in an area desiring certain public-use improvements that are paid for by special tax assessments to property owners in the area in which the improvements are made. Projects that can be financed through a NID/CID must be for facilities used by the public and must confer a benefit on property within the NID/CID.