



**CITY OF BELTON
CITY COUNCIL
WORK SESSION AND SPECIAL MEETING
TUESDAY, MAY 2, 2017 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
 - A. Y Belton Two CID

Page 3
 - B. Old City Hall Lease Revisions to Accommodate Community Theatre
 - C. Building Permit Fees

Page 40
 - D. Other Business
- III. ADJOURN WORK SESSION
- IV. CALL SPECIAL MEETING TO ORDER
- V. ROLL CALL
- VI. Motion to enter Executive Session to discuss matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3; discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; and discuss matters pertaining to preparation, including any discussion or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups according to Missouri Statute 610.021.9 and that the record be closed.
- VII. ADJOURN

SECTION II

A

GILMORE BELL

Memo

To: Belton City Council
From: Rich Wood
CC: Alexa Barton, City Manager
Megan McGuire, City Attorney
Date: 4/26/2017
Re: Y Belton Two Community Improvement District

As part of the approval of the First Amended and Restated Y-Belton Plaza Tax Increment Financing Plan and Redevelopment Agreement in 2014, the City approved the formation of a community improvement district covering a portion of the redevelopment area. The CID consists of that portion of the TIF redevelopment area which overlaps the Belton Town Center Transportation Development District, which is Redevelopment Project Area 1 and the northern portion of Redevelopment Project Area 2. A map showing the TIF Redevelopment Project Areas is attached to this Memo for your reference. The CID currently imposes a property tax within its boundaries and is also authorized to impose a sales tax of one percent upon termination of the Belton Town Center TDD's sales tax.

In 2016, the City approved a Second Amended and Restated Y-Belton Plaza Tax Increment Financing Redevelopment Plan and Redevelopment Agreement. The purpose of the Second Amendment is to provide for the terms upon which Redevelopment Project Areas 2, 2A, and 3 are developed. The Second Amended and Restated Redevelopment Agreement authorizes the formation of a second community improvement district with boundaries consisting of those parts of the TIF Redevelopment Area which are outside the boundaries of the Belton Town Center TDD. The proposed "CID Two" would only encompass the southern portion of Project Area 2 and all of Project Area 2A at this time as the Developer, Y Belton, L.L.C., does not own the land within Redevelopment Project Area 3.

The Petition for formation of CID Two provides for the imposition of both a property tax and a one percent sales tax. Unlike the first CID, because there is no overlap of the Belton Town Center TDD, the sales tax will be imposed immediately.

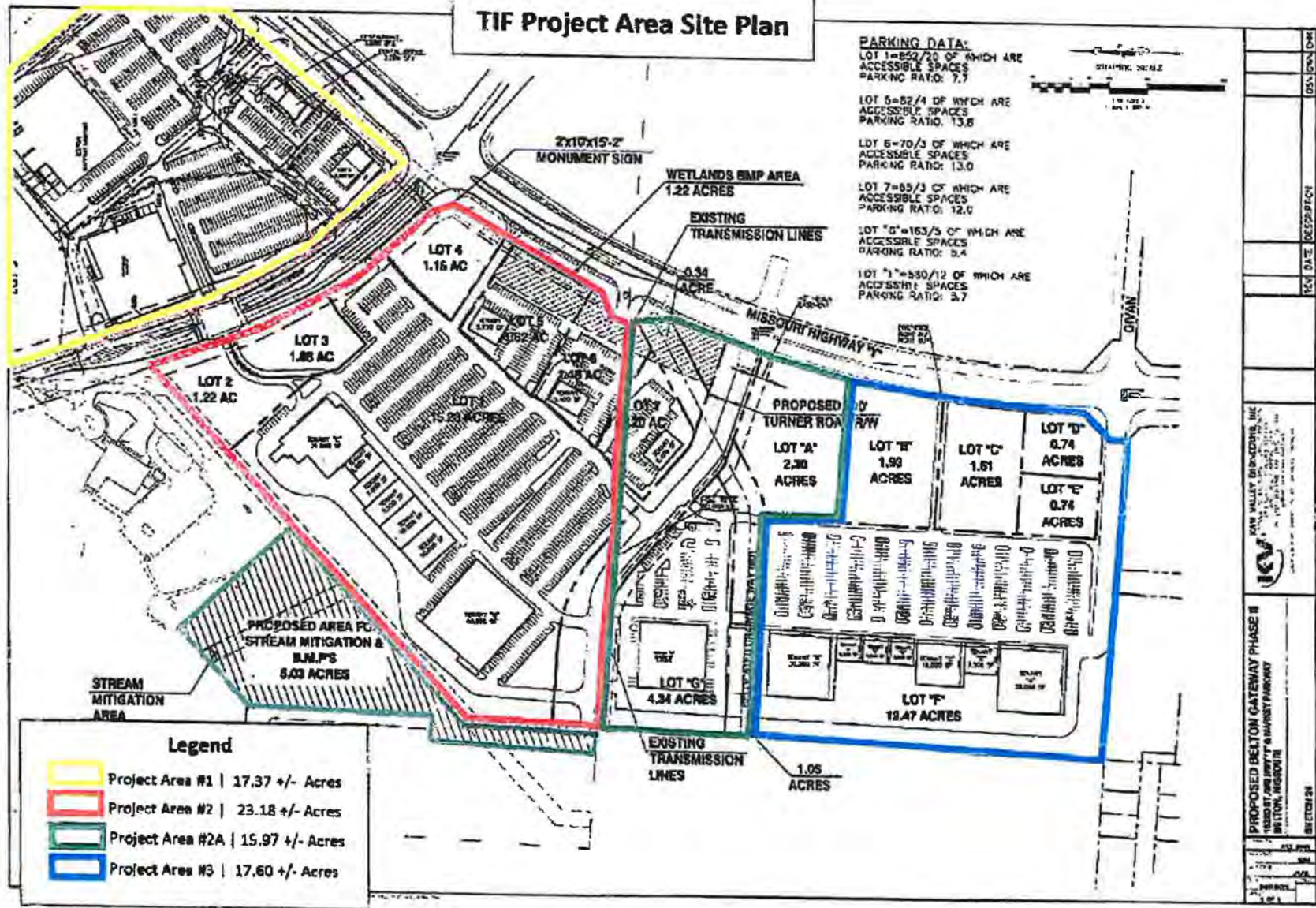
One-half of the revenues from CID Two will be automatically captured by TIF and used to reimburse the Developer for project costs. The other half of the revenues will be pledged to the payment of project costs which qualify for reimbursement under the CID Act.

The Developer will be responsible for building all the project improvements related to the development for which the CID will provide reimbursement. Neither the City nor the CID will be responsible for constructing any improvements.

There will be an ordinance on the May 9 agenda which will approve the CID Two Petition and authorize the formation of the District. A public hearing will be held prior to consideration of the ordinance to form the district. The ordinance, if approved, declares the area within CID Two as blighted. This blight finding is based on the previous blight finding made by the City Council in connection with approval of the Y-Belton Plaza TIF.

Also on the May 9 agenda will be an ordinance to approve a Cooperative Agreement between CID Two, the City, and Y Belton, L.L.C. The Cooperative Agreement sets out the details under which CID Two will be administered. It is proposed that the City receive sales tax funds collected by the Department of Revenue and administer the disbursement of those funds to insure they are disbursed in accordance with the TIF Plan, TIF Agreement, and the CID Act. The City will receive a one percent administrative fee for administering the sales tax revenues. Cass County will collect and administer the property tax revenues. CID Two will be administered by legal counsel for the Developer and the City will have two seats on the five member board in order to stay involved in the administration of the district.

TIF Project Area Site Plan



COOPERATIVE AGREEMENT

among the

CITY OF BELTON, MISSOURI,

the

Y BELTON TWO COMMUNITY IMPROVEMENT DISTRICT,

and

Y BELTON, L.L.C.

dated as of

_____, 2017

COOPERATIVE AGREEMENT

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- Exhibit A CID Improvements and Estimated Costs
- Exhibit B Form of Letter to the Missouri Department of Revenue

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“**Agreement**”), entered into as of this ___ day of _____, 2017, by and among the **CITY OF BELTON, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the “**City**”), the **Y BELTON TWO COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (“**District**” or “**CID**”), and **Y BELTON, L.L.C.**, a Missouri limited liability company (the “**Developer**”) (the City, the District and the Developer being sometimes collectively referred to herein as the “**Parties**”, and individually as a “**Party**”, as the context so requires).

WITNESSETH:

WHEREAS, the City Council of the City (the “**City Council**”), did on _____, 2017, pass Ordinance No. _____, which approved the formation of the District and the Petition to Establish the Y Belton Two Community Improvement District (the “**Petition**”); and

WHEREAS, the District is authorized under the CID Act to impose a district-wide sales tax and property tax and to enter into this Agreement for the administration of the District Sales Tax Revenues and District Property Tax Revenues;

WHEREAS, the Parties desire to set forth through this Agreement their respective duties and obligations with respect to the administration, enforcement, and operation of the District Sales Tax and District Property Tax and the use of the District Sales Tax Revenues and District Property Tax Revenues.

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, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

Section 1.2. Definitions. Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“**Administrative Fee**” means that amount of the District Sales Tax Revenues that the City shall receive as compensation for performing the administrative duties of the District and administering and accounting for the District Sales Tax, as set forth in this Agreement.

“**Advanced Funds**” shall have the meaning set forth in Section 2.05.B of the Redevelopment Agreement.

“**Board of Directors**” means the governing body of the Y Belton Two Community Improvement District.

“Bond Documents” means any bonds, indentures or other financing agreements, disbursement agreements and all other agreements and certificates executed in connection with the issuance of any Obligations.

“Budget” shall have the meaning set forth in Section 5.4.

“Captured District Sales Tax Revenues” shall have the meaning set forth in Section 3.5.

“Captured District Property Tax Revenues” shall have the meaning set forth in Section 4.2.

“CID Act” means the Missouri Community Improvement District Act, Sections 67.1401, *et seq.*, RSMo, as amended.

“CID Improvements” means those improvements described in the Petition, along with any other CID Improvements that may be approved by the City and the District in accordance with the Petition, the CID Act and this Agreement.

“CID Services” means those services described in the Petition, along with any other CID Services that may be approved by the City and the District in accordance with the Petition, the CID Act and this Agreement.

“City Council” means the governing body of the City.

“City Directors” shall have the meaning set forth in Section 6.1.

“City Manager” means the City Manager of the City.

“Developer Directors” shall have the meaning set forth in Section 6.1.

“Director” means a director of the District.

“District Property Tax” means the property tax levied by the District, upon and by approval of the qualified voters of the District, at a rate not to exceed \$1.50 per \$100 of assessed valuation on all real property in the District which is subject to taxation; provided that in no event shall the per parcel tax exceed \$0.25 per square foot of improved first floor building space.

“District Property Tax Revenues” means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of the District Property Tax.

“District Sales Tax” means the sales tax levied by the District on the receipts from the sale at retail of all tangible personal property or taxable services at retail within its boundaries pursuant to the CID Act in the maximum amount of one percent (1.0%), as established by resolution of the District and approved by the qualified voters of the District, in accordance with this Agreement.

“District Sales Tax Revenues” means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of the District Sales Tax.

“Economic Activity Taxes” shall have the meaning ascribed to such term in Section 99.805 of the TIF Act.

“Event of Default” means any event specified in Section 7.1 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, material litigation by parties other than the Parties not caused by the Parties’ 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.

“Fiscal Year” means April 1 through March 31 of each year, which Fiscal Year coincides with the City’s fiscal year.

“Implementation Date” shall have the meaning set forth in Section 3.1.

“Mayor” means the Mayor of the City.

“Non-Captured District Property Tax Revenues” shall have the meaning set forth in Section 4.2.

“Non-Captured District Sales Tax Revenues” shall have the meaning set forth in Section 3.5.

“Obligations” means any bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by or at the direction of the City which pay for the CID Improvements, in whole or in part, or to refund outstanding Obligations.

“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 special legal counsel (in an amount not to exceed \$15,000 per year), financial auditing services performed for the District or the City on behalf of the District, and other consultants or services, and shall also include reasonable attorneys’ fees for the formation of the District (in an amount not to exceed \$30,000).

“Petition” means the Petition to Establish the Y Belton Two Community Improvement District, approved by the City Council on _____, 2017, by Ordinance No. _____.

“Payments in Lieu of Taxes” shall have the meaning assigned to such term in Section 99.805 of the TIF Act.

“Public Improvement Costs” means all actual and reasonable costs and expenses which are incurred by or at the direction of the District with respect to construction of the CID Improvements, 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 in connection with the CID Improvements that are constructed or undertaken, plus all actual and reasonable costs to plan, finance, develop, design and acquire the CID Improvements, including but not limited to the following:

- A. 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 CID Improvements and all actual and reasonable costs for the

oversight of the completion of the CID Improvements including overhead expenses for administration, supervision and inspection incurred in connection with the CID Improvements; and

B. 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 CID Improvements and which may lawfully be paid or incurred by the District under the CID Act.

An estimate of the Public Improvement Costs is set forth in **Exhibit A**.

“Redevelopment Agreement” means the Second Amended and Restated Tax Increment Financing Redevelopment Agreement executed by the City and Developer and dated May 13, 2016, which implements the Redevelopment Plan.

“Redevelopment Area” means the area legally described in **Exhibit A** to the Redevelopment Agreement and designated as the Redevelopment Area by the ordinance approving the Redevelopment Plan.

“Redevelopment Plan” means the “Second Amended and Restated Y-Belton Plaza Tax Increment Financing Plan”, as approved by the City by Ordinance No. 2016-4213, on April 26, 2016.

“Report” shall have the meaning set forth in Section 5.4.

“Special Allocation Fund” means the separate City fund, including the separate segregated accounts into which TIF Revenues (as defined in the Redevelopment Agreement) are from time to time deposited, all in accordance with the Redevelopment Plan and the Redevelopment Agreement.

“TIF Act” means the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800 *et seq.*, RSMo.

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, including particularly the CID Act.

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 of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The CID Improvements are authorized in the Petition.

D. 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.

E. Consideration and public benefit: The District acknowledges that construction of the CID Improvements are of significant value to the District, the property within the District and the general public. The District finds and determines that the CID Improvements will promote the economic welfare and the development of the City and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Improvements; (iii) increasing local and state tax revenues; and (iv) providing necessary street infrastructure for the District and for other surrounding development. Further, the District finds that the CID Improvements conform to the purposes of the CID Act.

F. 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.

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 Mayor is 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 the 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 or the CID Improvements, which litigation, proceedings or investigations 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.

ARTICLE 3: DISTRICT SALES TAX

Section 3.1. Imposition of the District Sales Tax. The Board of Directors shall adopt a resolution, which, subject to qualified voter approval, imposes the District Sales Tax. The District shall notify the Missouri Department of Revenue of the District Sales Tax. The District shall annually appropriate all District Sales Tax Revenues by resolution in accordance with this Agreement.

Section 3.2. Collection and Administration of the District Sales Tax

A. The District shall enact a resolution that (i) imposes the District Sales Tax (subject to qualified voter approval), (ii) authorizes the City to perform all functions incident to the administration, enforcement and operation of the District Sales Tax, to the extent not performed by the state, and (iii) prescribes any required forms and administrative rules and regulations for reporting and collecting the District Sales Tax. The District shall also notify the Missouri Department of Revenue, in substantial compliance with the form set forth in **Exhibit B**, that the District authorizes the City, on behalf of the District, to receive from the Missouri Department of Revenue all of the District Sales Tax Revenues.

B. The District Sales Tax shall be collected by the Missouri Department of Revenue as provided in the CID Act. The City shall receive the District Sales Tax Revenues from the Missouri Department of Revenue, which shall be disbursed in accordance with this Agreement.

C. The City agrees to perform for the District all functions incident to the administration and enforcement of the District Sales Tax, to the extent not performed by the state, pursuant to the CID Act and this Agreement. The City shall receive an Administrative Fee for administering the District Sales Tax in the amount of one percent (1.0%) of the total District Sales Tax Revenues transferred to the District by the Missouri Department of Revenue. The Administrative Fee authorized in this Section shall be calculated using the total District Sales Tax Revenues generated within the District, including those amounts that are captured as Economic Activity Taxes pursuant to the Redevelopment Plan.

D. In the event that the Administrative Fee does not fully reimburse the City for actual costs and expenses incurred in fulfilling its obligations under Section 3.2, then the City shall receive reimbursement for those reasonable and actual costs that exceed the Administrative Fee and are approved by the Board of Directors, either by approval of the Budget or by separate action of the Board of Directors. In the event that there are insufficient funds in any Fiscal Year to cover the actual costs incurred by the City, any unpaid Administrative Fee shall be paid in subsequent Fiscal Years.

E. The Parties acknowledge that prior to the availability of District Sales Tax Revenues, there will be Operating Costs, including, but not limited to, the costs of forming the District, which will be incurred by the Parties. The Parties agree that prior to the availability of sufficient District Sales Tax Revenues to pay for such costs, any Operating Costs incurred by the City or Developer, including the fees owed to the City's legal counsel and to the Developer's legal counsel, or any other Operating Costs incurred by the City or Developer, shall be paid from the "Advanced Funds" in the "Advanced Funds

Account” pursuant to Section 2.05 of the Redevelopment Agreement. Once sufficient District Sales Tax Revenues are available, the Parties will be reimbursed for any Operating Costs paid by the Parties hereunder, as set forth in Section 3.5(C) hereof.

Section 3.3. Operating Costs. The District shall pay for the Operating Costs of the District in accordance with Section 3.2.E., and thereafter from Non-Captured District Sales Tax Revenues. The Operating Costs shall be included in the Budget, as provided in Section 5.4.

Section 3.4. Enforcement of the District Sales Tax. The District authorizes the City, to the extent required or authorized by the Missouri Department of Revenue, to take all actions necessary for enforcement of the District Sales Tax. 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 Sales Tax. 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. All actions taken by the City for enforcement and any legal proceeding filed by the City for enforcement and collection of the District Sales Tax shall be treated as Operating Costs of the District.

Section 3.5. Distribution of the District Sales Tax Revenue. Beginning in the first month following the effective date of the District Sales Tax and continuing each month thereafter until the expiration or repeal of the District Sales Tax, the City, on behalf of the District, shall, not later than the fifteenth (15th) day of each month, distribute the District Sales Tax Revenues received in the preceding month in the following order of priority:

A. Those District Sales Tax Revenues consisting of the portion of the District Sales Tax Revenues captured as Economic Activity Taxes (the “**Captured District Sales Tax Revenues**”), will be deposited into the Special Allocation Fund to be used in accordance with the Petition, the Redevelopment Plan and the Redevelopment Agreement.

B. The Administrative Fee will be paid from the Non-Captured District Sales Tax (defined below).

C. Operating Costs of the District will be paid from the Non-Captured District Sales Tax (including reimbursement of any Operating Costs paid by the Developer and City pursuant to Section 3.2(E) hereof).

D. The remaining District Sales Tax Revenues consisting of that portion of the District Sales Tax Revenues not considered hereunder as Captured District Sales Tax Revenues (“**Non-Captured District Sales Tax Revenues**”) will be annually appropriated by the District to be used in accordance with the Petition, the Redevelopment Plan and Redevelopment Agreement.

Section 3.6. Effect of Obligations.

The Parties acknowledge that the CID Act and the Petition authorized the District to issue Obligations and that the priority for distribution of the District Sales Tax Revenues set forth in Section 3.5 may be modified by Bond Documents. In the event of a conflict between the terms of this Agreement and any documents creating Obligations, the documents creating the Obligations will control with respect to priority of disbursement of District Sales Tax Revenues.

Section 3.7. Records of the District Sales Tax. The City, on behalf of the District, shall keep accurate records of the District Sales Tax due and collected and copies of such records shall be made

available to the District on a monthly basis. Any other City records pertaining to the District Sales Tax shall be provided to the District upon written request of the District, as permitted by law.

Section 3.8. Repeal of the District Sales Tax. Unless extended by mutual agreement of the Parties and in accordance with the CID Act, the District shall implement the procedures in the CID Act for repeal of the District Sales Tax and abolishment of the District upon the expiration of the District Sales Tax in accordance with the District Sales Tax ballot measures as approved by the qualified electors of the District. The District shall not implement the procedures for repeal or modification of the District Sales Tax and abolishment of the District while Public Improvement Costs are unreimbursed. Upon repeal of the District Sales Tax, the District shall:

- A. Pay all outstanding Administrative Fees and Operating Costs.
- B. Retain any remaining District Sales Tax Revenues until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

ARTICLE 4: DISTRICT PROPERTY TAX

Section 4.1. Imposition, Collection, and Administration of the District Property Tax.

- A. The Board of Directors shall adopt a resolution, which, subject to qualified voter approval, imposes the District Property Tax.
- B. The District Property Tax shall be collected by Cass County, Missouri.

Section 4.2. Distribution of the District Property Tax Revenue.

- A. Annually, the City will receive from Cass County, Missouri those District Property Tax Revenues consisting of the portion of the District Property Tax Revenues captured as Payments in Lieu of Taxes (the “**Captured District Property Tax Revenues**”), which will be deposited into the Special Allocation Fund to be used in accordance with the Petition, the Redevelopment Plan, and the Redevelopment Agreement.
- B. The remaining District Sales Tax Revenues consisting of that portion of the District Property Tax Revenues not considered hereunder as Captured District Property Tax Revenues (“**Non-Captured District Property Tax Revenues**”) will be annually appropriated by the District to be used in accordance with the Petition, the Redevelopment Plan and Redevelopment Agreement.

Section 4.3. Effect of Obligations.

The Parties acknowledge that the CID Act and the Petition authorized the District to issue Obligations and that the priority for distribution of the District Property Tax Revenues set forth in Section 4.2 may be modified by Bond Documents. In the event of a conflict between the terms of this Agreement and any documents creating Obligations, the documents creating the Obligations will control with respect to priority of disbursement of District Property Tax Revenues.

ARTICLE 5: DISTRICT PROJECTS

Section 5.1. Design and Construction of CID Improvements. The CID Improvements shall be designed and constructed by or at the direction of the Developer, and neither the District or the City will have any obligation to design and construct the CID Improvements.

Section 5.2. CID Services. The District shall provide the CID Services, and neither the Developer or the City will have an obligation to provide the CID Services.

Section 5.3. Funding the CID Improvements and CID Services. The District shall impose the District Sales Tax and the District Property Tax within the boundaries of the District to fund the CID Improvements and CID Services and other costs authorized by this Agreement. The District shall not use or impose any taxes other than a District Sales Tax and District Property Tax, or impose any other funding mechanisms unless the City Council, by Ordinance, modifies the limitations on the District's authority as set forth in the Petition. The District may also incur Obligations in one or more series for the purpose of funding all, or an appropriate portion of, the CID Improvements.

Section 5.4. Annual Budget. The District shall annually prepare or cause to be prepared a budget (the "**Budget**") and an annual report (the "**Report**") describing the major activities of the District during the preceding year and upcoming year. The Budget and Report shall be submitted to the City Manager for review and comment not less than ninety (90) days prior to the intended date of approval of the Budget. The Budget shall not be approved without the prior written consent of the City. Not later than the first day of each Fiscal Year of the District, the Board of Directors shall adopt a Budget for the District for the ensuing budget year, for every fund of the District of any kind, in such a manner as may be provided by law. If the Board of Directors fails to adopt a Budget by the first day of a Fiscal Year, the District shall be deemed to have adopted for such Fiscal Year a Budget which provides for application of District Sales Tax Revenues and District Property Tax Revenues collected in such Fiscal Year in accordance with the budget for the prior Fiscal Year.

Section 5.5. New CID Improvements. The District shall not undertake new District projects without the prior approval of the City Council.

ARTICLE 6: SPECIAL COVENANTS

Section 6.1. Composition of the Board of Directors and Officers.

A. In accordance with the Petition, the Board of Directors shall be composed of five (5) Directors. Three (3) of the Directors shall be designees of the Developer (the "**Developer Directors**") and two (2) of the Directors shall be designees of the City (the "**City Directors**").

B. All Directors shall meet all qualifications of the CID Act and the Missouri Constitution. The City and Developer will cooperate to provide for the designation in writing that each of the City Directors and Developer Directors are representatives of a property owner or a business owner within the District, in order to satisfy the requirements of Section 67.1451.2(2)(a), RSMo.

C. Successor Directors shall be appointed by the Mayor with the consent of the City Council as provided in the Petition and in compliance with Section 67.1451.5, RSMo, provided that the Mayor's appointment of the Developer Directors shall be based upon those persons who are designated by Developer.

Section 6.2. Records of the District. The District shall designate an appropriate official to be the official record keeper of the District, who shall keep proper books of record and account on behalf of the District 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. The District shall furnish to the state auditor an annual report of the financial transactions of the District in accordance with Section 105.145, RSMo, and all rules and regulations promulgated to implement that financial reporting requirement, no later than ninety (90) days following the end of each Fiscal Year of the District. Any District financial audits shall be performed in coordination with City audits. All pertinent books, documents, and vouchers relating to District 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 6.3. Consent by Developer, Tenants and Transferees.

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

Community Improvement District: Tenant acknowledges and consents that the Leased Premises are a part of the Y Belton Two Community Improvement District ("District") created by ordinance of the City of Belton, Missouri ("City"), that the District imposes a sales tax on Tenant's eligible retail sales and a property tax that will be applied toward the costs of CID Improvements and CID Services that will provide a generalized benefit to the Development. Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for its property located in the District when and as they are filed with the Missouri Department of Revenue. Tenant hereby acknowledges and agrees that the City and 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.

B. Developer, or any third party, may transfer real property within the CID. Developer shall insert in any document transferring any interest in real property within the CID, and shall cause any transferee to insert language reasonably similar to the following, and shall have such document signed by the transferee indicating acknowledgment and agreement to the following provision:

Community Improvement District: Grantee acknowledges and consents that the Property is a part of the Y Belton Two Community Improvement District ("District") created by ordinance of the City of Belton, Missouri ("City"), and that the District imposes a sales tax on eligible retail sales conducted within the District and a property tax that will be applied toward the costs of CID Improvements and CID Services that provide a generalized benefit to all property within the District. Grantee shall, or shall cause any applicable tenant of Grantee, to forward to the City copies of its State of Missouri sales tax returns for the Property when and as they are filed with the Missouri Department of Revenue. Grantee hereby acknowledges and agrees that the City and 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.

C. In complying with Section 6.3(A) and (B), the Parties acknowledge and agree that the lease or transfer document may also include an appropriate caveat indicating that language and

requirements with respect to the District Sales Tax shall be of no force or effect unless and until the District Sales Tax is actually implemented in accordance with Petition and Section 3.1.

D. The Developer shall ensure that any documents transferring its interest in property located within the District shall make the obligations set forth in this Section a covenant running with the land that shall be enforceable against any purchaser, lessee or other transferee or possessor as if such purchaser, lessee or possessor were originally a party to and bound by this Agreement, which obligations shall only terminate upon the end of the term of the District.

E. Failure of the Developer to require that such restrictions be placed in any such lease/sales contract 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, or otherwise form the basis of a default on the part of the Developer hereunder.

F. Developer agrees not to contest or protest the creation of the District or the levy, collection or enforcement of the District Sales Tax and District Property Tax. Developer further agrees to cooperate in good faith regarding any effort by the City and District to add additional property to the District when requested by the City.

ARTICLE 7: DEFAULTS AND REMEDIES

Section 7.1. Default and Remedies. An Event of Default shall occur upon the failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement and the continuance of such failure for fifteen (15) days after the other Party has given written notice to such Party specifying the nature of such failure, or if such failure cannot be cured within such fifteen (15) day period, such Party shall fail to commence action to cure within such time and expeditiously, diligently, continuously and exercising best efforts pursue the action to cure as promptly as possible, but not to exceed ninety (90) days.

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 require and compel duties and obligations required by the provisions of this Agreement.

Section 7.2. Rights and Remedies Cumulative. The rights and remedies maintained by any Party 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. Any Party 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 any Party hereby waives the right to raise such defense in any proceeding in equity.

Section 7.3. 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 7.4. 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 8: MISCELLANEOUS

Section 8.1. Effective Date and Term. This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. This Agreement shall remain in effect for as long as the District is legally in existence.

Section 8.2. Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the City, the District and the Developer. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 8.3. Jointly Drafted. The Parties agree that this Agreement has been jointly drafted and shall not be construed more strongly against another Party.

Section 8.4. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 8.5. Validity and Severability. It is the intention of the Parties 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 8.6. 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 8.7. City Approvals. Unless specifically provided to the contrary herein, all approvals of the City hereunder may be given by the City Manager or his or her designee without the necessity of any action by the City Council. The City Manager may seek the input from the City Council before granting any approval.

Section 8.8. District Approvals. Unless specifically provided to the contrary herein, all approvals of the District hereunder may be given by the District Manager of the District or his or her designee without the necessity of any action by the Board of Directors.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF BELTON, MISSOURI

By: _____
Jeff Davis, Mayor

ATTEST:

Patti Ledford, City Clerk

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

On this _____ day of _____, 2017, before me appeared, Jeff Davis, who being, by me duly sworn, did say that he is the Mayor of the **CITY OF BELTON, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council, and said Mayor 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 first above written.

Notary Public

(SEAL)

My commission expires: _____

**Y BELTON TWO COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
District Manager

ATTEST:

Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2017, before me appeared _____, who being by me duly sworn, did say that he is the District Manager of the **Y BELTON TWO COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district organized and existing under the laws of the State of Missouri, and that said instrument was signed in behalf of said District by authority of its Board of Directors and said individual acknowledged said instrument to be the free act and deed of said District.

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

Notary Public

(SEAL)

My commission expires: _____

Y BELTON, L.L.C.

By: _____
David J. Christie, Manager

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2017, before me appeared David J. Christie, who being by me duly sworn, did say that he is a Manager of **Y BELTON, L.L.C.**, a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company and said individual acknowledged said instrument to be the free act and deed of said limited liability company.

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

Notary Public

(SEAL)

My commission expires: _____

EXHIBIT A

CID IMPROVEMENTS AND ESTIMATED COSTS

CID improvement costs will include any Reimbursable Project Costs from the TIF Plan for which CID funds may be expended pursuant to the Act and that are also agreed to by the District.

EXHIBIT B

FORM OF LETTER TO THE MISSOURI DEPARTMENT OF REVENUE

**Y BELTON TWO
COMMUNITY IMPROVEMENT DISTRICT**

_____, 2017

Missouri Department of Revenue
Customer Services Division
Sales/Use Tax
P.O. Box 3380
Jefferson City, MO 65105-3380

Re: Remittance of Sales Tax Revenue for the Y Belton 2 Community Improvement District
to the City of Belton, Missouri

Dear Sir or Madam:

The Y Belton Two Community Improvement District (the "**District**") hereby authorizes the Missouri Department of Revenue (the "**Department**") to remit directly to the City of Belton, Missouri (the "**City**") all of the District sales tax revenue collected by the Department. In accordance with a cooperative agreement ("**Cooperative Agreement**") entered into between the District and the City dated _____, 2017, the City shall deposit all sales tax revenue into a bank account separate from other bank accounts of the City and disburse such funds in accordance with the Cooperative Agreement. Identifying information for the special account is included on the attached ACH agreement.

Pursuant to the Cooperative Agreement, the City will perform all functions incident to the administration of the District sales tax revenue.

Sincerely,

District Manager of the
Y Belton Two Community Improvement
District

**Y BELTON TWO
COMMUNITY IMPROVEMENT
DISTRICT**

Petition to Establish the District

Ward Four

Belton, Cass County, Missouri

August 9, 2016

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**PETITION TO ESTABLISH
Y BELTON TWO COMMUNITY IMPROVEMENT DISTRICT**

THIS PETITION TO ESTABLISH THE Y BELTON TWO COMMUNITY IMPROVEMENT DISTRICT (this "Petition") is submitted pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri as amended (the "Act"), by the authorized representatives of the property owners, whose signatures appear below (the "Petitioner") to request the City Council of the City of Belton, Missouri, to establish the Y Belton Two Community Improvement District (the "District") in the City of Belton, Missouri (the "City").

I. DESCRIPTION OF THE DISTRICT

- A. *Name of District.* The name of the District shall be the Y Belton Two Community Improvement District.
- B. *Legal Description.* The District includes all of the real property within the contiguous area legally described on Exhibit A attached to this Petition.
- C. *Boundary Map.* A map illustrating the contiguous boundaries of the District is attached to this Petition as Exhibit B.

II. PETITIONER(S)

The Petitioner(s) represent:

- 1. more than fifty percent (50%) per capita of all owners of real property within the boundaries of the District; and
- 2. property owners collectively owning parcels representing more than fifty percent (50%) of the total assessed value of the real property within the boundaries of the District.

III. FIVE-YEAR PLAN

- A. *Purposes of the District.* The District shall serve the following purposes (the "District Purposes"):
 - 1. fund or assist in funding construction of certain public improvements (the "CID Improvements"), as more particularly described on Exhibit C of this Petition and Section B of this Article, located within and for the benefit of the District; provided, however, none of the non-captured portion of the Sales Tax (as defined below) or Property Tax (as defined below) shall be used to fund CID Improvements not identified in the Second Amended and Restated Y-Belton Tax Increment Financing Redevelopment Plan, dated as of April 26, 2016 (as amended, "TIF Plan"), until the expiration or termination of the TIF (as defined below);

2. facilitate economic development within the District by providing or causing to be provided certain services (the "CID Services") described in Section C of this Article for the benefit of the District; provided, however, none of the non-captured portion of the Sales Tax or Property Tax shall be used to fund CID Services until such time as any outstanding bonds issued under the TIF Plan have been redeemed or until the expiration or termination of the TIF;
3. fund or assist in the funding of costs associated with the establishment and ongoing administration and operation of the proposed District (the "CID Operating Costs") described in Section D of this Article;
4. facilitate economic development within the District by allocating the non-captured portion of the Sales Tax and Property Tax to Redevelopment Project Costs within the District's boundaries, as set forth in the TIF Plan;
5. issue obligations, as necessary, to finance: (a) the costs of the CID Improvements; (b) other costs incurred by the District to carry out any of the District Purposes; (c) reimbursable project costs, attributable to TIF Plan; (d) costs of issuance; (e) capitalized interest, and (f) debt service reserves; provided that the CID shall not issue obligations except for those related to the TIF Plan until the expiration or termination of the TIF;
6. coordinate with public and private entities to plan, implement and finance the CID Improvements, including without limitation the redevelopment projects set forth in the TIF Plan and to the extent possible, obtain funding from other public and/or private sources; and
7. impose and collect the Sales Tax and Property Tax authorized pursuant to this Petition and the Act.

B. *CID Improvements.* The CID Improvements shall generally include, to the extent adequate funding is deemed available by the Board, the maintenance and construction of improvements which are (i) located within the District's boundaries, including, but not limited to the improvements listed in Exhibit C and (ii) are (a) authorized by the TIF Plan or (b) improvements otherwise approved by the Board and authorized pursuant to the Act, including those described in Section 67.1461.1 and Section 67.1461.2(1) and (2), RSMo, as amended. The maintenance and construction of the CID Improvements shall be subject to the limitations set forth in Section A.1. of this Article.

C. *CID Services.* The District may provide cleaning and maintenance service to public areas within the District to improve the appearance and image of the District. Such services may include, without limitation:

1. providing litter removal and cleaning of common areas, trash containers, alleyways, streets and sidewalks within the District;

2. providing landscape care, maintenance and weed abatement, and providing and/or replacing landscaping; and
3. providing other beautification efforts designed to improve the District's curb appeal and encourage private investment within the District.

The provision of the CID Services shall be subject to the limitations set forth in Section A.2. of this Article.

D. *Administration and Operations.* The District may provide and/or contract for managerial, engineering, legal, technical, clerical, accounting, financial consulting, and other services and assistance deemed necessary or desirable by the District to meet the purposes of the proposed District, including, but not necessarily limited to, the following:

1. financing the costs of creating the District, coordinating, cooperating and entering into agreements with the City and bond trustees in conjunction with financing transactions and collection, administration and disbursement of the Sales Tax and Property Tax;
2. managing the District's budget;
3. maintaining insurance for the District and contracting for legal counsel on matters pertaining to the District;
4. imposing and collecting the Sales Tax and Property Tax as authorized pursuant to this Petition and the Act;
5. obtaining grants and other funds to pay for the costs incurred to meet the District Purposes and as agent for other taxing districts pursuant to services agreements;
6. coordinating meetings, events, and the dissemination of additional information necessary or desirable to meet the District Purposes.

E. *Estimated Costs and Budget.*

1. An estimated cost of providing for the design, construction, operation and maintenance of the CID Improvements, CID Services and CID Operating Costs, as well as a proposed budget, for the first five years of the existence of the District is attached hereto as Exhibit C, and made an integral part hereof.
2. In addition to the estimated costs shown on Exhibit C attached hereto, the District may, by resolution, reimburse any party or parties for costs incurred prior to formation of the District in furtherance of the formation of the District or in furtherance of any District purposes, including, but not

limited to legal fees; provided such amounts will not be reimbursed using District funds until the TIF expires.

IV. TAXES AND ASSESSMENTS

- A. *Sales Tax.* The District shall have the authority, upon and by approval of the qualified voters of the District, to impose by resolution a sales and use tax at a rate not to exceed one percent (1%) on all net retail sales made in the District which are subject to taxation, except as prohibited by Section 67.1545, R.S.Mo (the "Sales Tax"). All sales figures of individual taxpayers shall be kept strictly confidential by the Board of Directors.
- B. *Real Property Tax.* The District shall have the authority, upon and by approval of the qualified voters of the District, to impose by resolution a real property tax at a rate not to exceed \$1.50 per \$100 of assessed valuation on all real property in the District which is subject to taxation; provided that in no event shall the per parcel tax exceed \$0.25 per square foot of improved first floor building space (the "Property Tax").
- C. *Special Assessments.* The District shall not have the authority to impose special assessments.
- D. *Business License Taxes.* The District shall not have the power to impose business license taxes.

V. GOVERNANCE OF DISTRICT

- A. *Type of District.* The District shall be a separate political subdivision, shall have all of the powers granted to and exercisable by a community improvement district pursuant to the Act, except as otherwise expressly limited to by the provisions of this Petition, and shall be governed by a Board of Directors.
- B. *Board of Directors.*
 - 1. *Number.* The number of directors to serve on the District's Board of Directors shall be five (5).
 - 2. *Qualifications.* Each director of the District must meet the following requirements:
 - a. Be at least eighteen (18) years of age;
 - b. Members of the Board shall be either (i) an owner, as defined in the Act, of real property within the District; (ii) an owner of a business operating within the District; or (iii) a registered voter residing in the District; provided, however, as authorized in Section 67.1451.2 of the Act, a director may be a legally

authorized representative of an owner, operator or resident of the District;

- c. Two of the members of the Board shall be selected and designated by the City and shall be designated as legally authorized representatives of an owner, operator or resident of the District;
 - d. Be a citizen of the State of Missouri for at least one year prior to taking office;
 - e. Interim Directors must be nominated by the existing Board of Directors.
3. *Initial Board Members and Terms.* The initial directors constituting the board of directors and the term of each initial director shall be as follows:
- a. Greg Rasby for a term of four (4) years
 - b. Jeff Fletcher (City appointee) for a term of four (4) years
 - c. Russ Ehnen for a term of two (2) years
 - d. Andy Mitchell for a term of two (2) years
 - e. Scott Von Behren (City appointee) for a term of two (2) years

or until their respective successors are appointed in accordance with the Act and this Petition.

- 4. *Successor Directors.* Successor directors shall be appointed by the Mayor with the consent of the City Council, as provided in the Act and any vacancy shall be filled in accordance with the Act.
- 5. *Terms.* The initial directors shall serve the terms set forth above in this Petition and each successor director elected shall serve a term of four (4) years.

VI. ASSESSED VALUE

The total current assessed value of all the real property within the District is \$350.00.

VII. BLIGHT DETERMINATION

The Petitioners seek a determination that the District is a Blighted Area, as defined in the Act; however, in accordance with Section 67.1401.1(3)(b), RSMo, the Petitioners will rely upon the determination of blight made by the City Council of the City of Belton pursuant to Sections 99.800 to 99.865, RSMo, with respect to the property in the District as found in the TIF Plan.

VIII. LIFE OF DISTRICT

The District shall remain in existence for the lifetime of the Tax Increment Financing District ("TIF") that was enacted in accordance with the TIF Plan approved by the City Council of the

City of Belton on April 26, 2016, as amended, plus the earlier of (a) seven (7) years; or (b) the length of time required to reimburse all CID-eligible expenses listed in Exhibit C, plus any other CID-eligible expenses approved by the Board and all administrative and legal expenses necessary to operate the District in accordance with the Act; provided, however, in no event shall the term of the District exceed thirty (30) years.

IX. LIMITATIONS ON BORROWING CAPACITY

The District will have the authority to borrow funds from any public or private source and issue obligations and provide security for the repayment of the same as provided by the Act and as otherwise provided by law.

X. LIMITATIONS ON REVENUE GENERATION

The District will have authority to levy and collect sales and use taxes, to fix, charge and collect fees, rents and other charges for the use of any of its real or personal property or interest in such property, and to sell, exchange, transfer, assign, pledge, hypothecate or otherwise encumber or dispose of any real or personal property, or any interest in such property as provided by the Act and as otherwise provided by law.

XI. OTHER DISTRICT POWERS

The District will have the authority granted to it under the Act and as otherwise provided by law including, specifically without limitation, the power to enter into cooperative agreements with the City concerning the use of the District revenues for the payment or repayment of any obligations issued for the construction of improvements within the District.

XII. REQUEST TO ESTABLISH DISTRICT

By execution and submission of this Petition, the Petitioner requests the City to establish the District as set forth in this Petition.

XIII. NOTICE TO PETITIONER(S)

The signature of the Petitioner signing this Petition may not be withdrawn later than seven (7) days after this Petition is filed with the clerk of the City.

XIV. SEVERABILITY

If any provision of this Petition shall be held or deemed to be invalid, inoperative, or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Petition or for any other reason, such circumstances shall not have the effect of rendering the provision in question contained in this Petition invalid, inoperative, or unenforceable to any extent whatsoever.

**SIGNATURE FOR PETITION TO ESTABLISH THE
Y BELTON TWO COMMUNITY IMPROVEMENT DISTRICT**

I hereby request the City Council of the City of Belton, Missouri, to establish the Y Belton Two Community Improvement District.

Name of Owner: Y Belton, L.L.C.

Owner's Telephone No:

Owner's Mailing Address: 605 W. 47th Street, Suite 200, Kansas City, MO 64112

If signer is different from Owner:

Name of Signer:

State basis of legal Authority to sign:

Signer's Telephone No:

Signer's Mailing Address:

If the owner is an individual, state if owner is single or married:

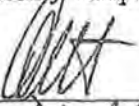
If the owner is not an individual, State what type of entity: Missouri limited liability company

The map and parcel numbers and assessed value of property owned:

<u>MAP & PARCEL NO.</u>	<u>ASSESSED VALUE</u>
05011200000004032	\$350.00

By executing this Petition, the undersigned represents and warrants that it received a copy of this Petition, is the property owner of the property listed above, or is authorized to execute the Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that its signature may not be withdrawn later that seven (7) days after this Petition is filed with the Clerk of the City.

Y BELTON, L.L.C., a Missouri
limited liability company

By: 
Name: David J Christie
Its: manag

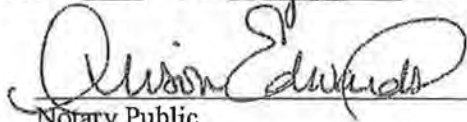
8/2/2016
Date

Acknowledgement

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

Before me personally appeared David J. Christie, to me personally known to be the individual described in and who executed the preceding Petition.

WITNESS my hand and official seal this 2nd day of August, 2016.



Notary Public

My commission expires: August 27, 2017

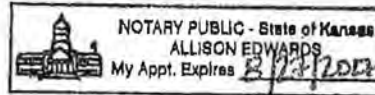


EXHIBIT A
TO
PETITION TO ESTABLISH
Y BELTON TWO COMMUNITY IMPROVEMENT DISTRICT
LEGAL DESCRIPTION OF THE PROPOSED DISTRICT

PROPERTY DESCRIPTION:

THAT PORTION OF THE WEST HALF OF SECTION 12, TOWNSHIP 46 NORTH, RANGE 33 WEST OF THE 5TH PRINCIPAL MERIDIAN, IN THE CITY OF BELTON, COUNTY OF CASS, STATE OF MISSOURI, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER:

THENCE ON AN ASSUMED BEARING ON THE SOUTH LINE OF SAID NORTHWEST QUARTER, S 85°45'46" E 317.49 FEET TO THE SOUTHEAST CORNER OF DEED BOOK 2135, PAGE 37, ALSO BEING THE POINT OF BEGINNING;

THENCE ON THE EAST LINE OF SAID DEED BOOK 2165, PAGE 37, N 02°52'23" E 120.03 FEET;

THENCE S 85°45'46" E 1149.86 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF MISSOURI HIGHWAY Y;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, S 29°03'40" W 185.97 FEET;

THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, S 06°23'47" E 80.29 FEET TO THE BEGINNING OF A CURVE;

THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE SOUTHWESTERLY ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2924.93 FEET, AN ARC LENGTH OF 174.08 FEET AND WHOSE CHORD BEARS S 21°15'00" W 174.05 FEET;

THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, S 60°40'58" W 38.42 FEET;

THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, S 18°20'51" W 72.21 FEET;

THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, S 27°44'33" E 36.01 FEET TO THE BEGINNING OF A CURVE;

THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE SOUTHWESTERLY ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2924.93 FEET, AN ARC LENGTH OF 182.47 FEET AND WHOSE CHORD BEARS S 15°17'52" W 182.44 FEET;

THENCE N 85°45'46" W 375.94 FEET;

THENCE N 02°52'23" E 199.87 FEET TO THE BEGINNING OF A CURVE;

THENCE WESTERLY ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET, AN ARC LENGTH OF 25.66 FEET AND WHOSE CHORD BEARS S 89°36'21" W 25.65 FEET;

THENCE N 87°07'37" W 550.55 FEET;

THENCE N 02°45'22" E 410.50 FEET TO THE POINT OF BEGINNING.

CONTAINS 14.48 ACRES MORE OR LESS

END OF DESCRIPTION

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS AN ASSUMED BEARING OF N 02°52'19" E ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 46 NORTH, RANGE 33 WEST OF THE 5TH PRINCIPAL MERIDIAN, IN THE CITY OF BELTON, COUNTY OF CASS, STATE OF MISSOURI.

EXHIBIT B
TO
PETITION TO ESTABLISH
Y BELTON TWO COMMUNITY IMPROVEMENT DISTRICT
BOUNDARY MAP OF THE PROPOSED DISTRICT

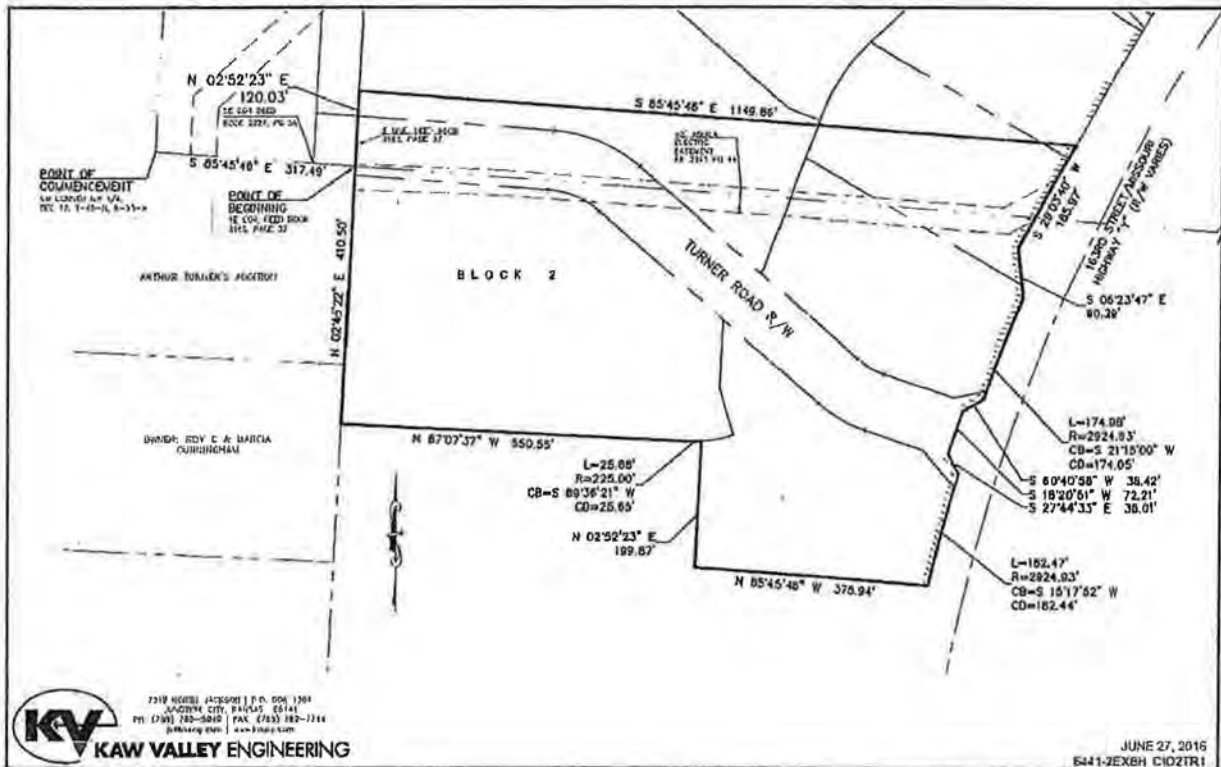


EXHIBIT C

**TO
PETITION TO ESTABLISH
Y BELTON TWO COMMUNITY IMPROVEMENT DISTRICT**

INITIAL ESTIMATED CID IMPROVEMENT COSTS

CID improvement costs will include any Reimbursable Project Costs from the TIF Plan for which CID funds may be expended pursuant to the Act and that are also agreed to by the District.

CID OPERATING EXPENSES

Legal, accounting and insurance expenses – annually \$20,000

FIVE YEAR BUDGET

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues (Sales Tax & Property Tax)	\$0	\$25,000	\$65,000	\$85,000	\$85,000
Expenses					
CID Improvements	\$0	\$5,000	\$15,000	\$65,000	\$65,000
CID Operating Expenses	<u>\$20,000</u>	<u>\$20,000</u>	<u>\$20,000</u>	<u>\$20,000</u>	<u>\$20,000</u>
	\$20,000	\$25,000	\$65,000	\$85,000	\$85,000

SECTION II

C

Belton		Raymore		Blue Sp'ings		Lee's Summit		Liberty	
\$ 1,225.00	Building Permit Fee	\$ 1,000.00	Building Permit Fee	\$ 2,292.00	Building Permit Fee	\$ 773.00	Building Permit Fee	\$ 881.00	Building Permit Fee
		\$ 42.00	Plan Review Fee	\$ 1,261.00	Plan Review Fee	\$ 1,200.00	Eng Plan and Inspection Fee	\$ 152.40	Plan Review/ Check Fee
\$ 400.00	3/4" Water Tap Fee	\$ 2,318.00	3/4" Water Tap Fee	\$ 300.00	3/4" Water Tap Fee	\$ 5,517.00	3/4" Water Tap Fee	\$ 556.00	3/4" Water Tap Fee
\$ 62.00	ROW Permit			\$ 125.00	ROW Permit	\$ 75.00	ROW Permit	\$ 45.00	ROW Permit
		\$ 500.00	Grading (land disturbance) Permit			\$ 200.00	Grading (Land Disturbance) Permitt (0-1acre)	\$ 150.00	Land Disturbance Permit
\$ 1,200.00	Sewer Connection Fee	\$ 1,333.00	Sewer Connection Fee	\$ 1,500.00	Sewer Tap Fee	\$ 50.00	Sewer Connection Fee/ drain opening	\$ 231.00	Sewer Fee
		\$ 440.00	Meter Supply Fee	\$ 6,000.00	3/4" Water Meter and Install Fee	\$ 30.00	Water Meter Set Up	\$ 450.00	Water Meter Set Up
\$ 110.00	Water Deposit	\$ 150.00	Water/Sewer Deposit Fee			\$ 418.25	Builder's Water Deposit		
		\$ 25.00	Sewer Permit	\$ 75.00	Sanitary Fee (under 100ft)			\$ 250.00	Sanitary Sewer Permit Fee
				\$ 1,200.00	Storm Sewer (\$15/lin ft, assume 80 ft)			\$ 250.00	Storm Sewer Permit Fee
\$ 620.00	Arterial Street Impact			\$ 3,920.00	Roadway Fee (7% of \$70/lin ft, assume 80ft)			\$ 400.00	Street Permit Fee
\$ 3,090.00	Water Impact Fee	\$ 42.00	Final Inspection Fee	\$ 960.00	Water Line (\$12/lin ft, assume 80ft)			\$ 250.00	Water Main Permit Fee
		\$ 500.00	Mud Deposit	\$ 1,600.00	Sanitary Sewer Line (\$20/lin ft, assume 80 ft)				
		\$ 1,928.00	Excise Tax	\$ 390.00	PW Plan Review Fee /sheet assuming 6				
		\$ 750.00	PW/Eng Inspection Fee						
		\$ 150.00	PW/Eng Plan Review Fee						
		\$ 1,000.00	PW Financial Security (per gross acre)						
Total	\$ 6,707.00	\$ 9,178.00		\$ 19,623.00		\$ 8,263.25		\$ 3,615.40	

Belton	\$	6,707.00
Raymore	\$	9,178.00
Blue Springs	\$	19,623.00
Lee's Summit	\$	8,263.25
Liberty	\$	3,615.40

Belton		Raymore		Blue Springs		Lee's Summit		Liberty	
\$ 2,567.00	Building Permit Fee	\$ 2,342.00	Building Permit Fee	\$ 4,550.00	Building Permit Fee	\$ 2,113.65	Building Permit Fee	\$ 2,095.51	Building Permit Fee
\$ 2,000.00	PW Review & Inspection Fee	\$ 442.75	Plan Review Fee	\$ 2,502.50	Plan Review Fee	\$ 2,400.00	Eng Plan and Inspection Fee	\$ 850.20	Plan Review/ Check Fee
\$ 1,120.00	2" Water Tap Fee	\$ 9,049.00	2" Water Tap Fee	\$ 125.00	2" Water Tap Fee	\$ 22,067.00	2" Water Tap Fee	\$ 17,800.00	2" Water Tap Fee
		\$ 500.00	Grading (land disturbance) Permit		ROW Permit	\$ 75.00	ROW Permit	\$ 45.00	ROW Permit
\$ 2,000.00	Sewer Connection Fee	\$ 2,263.00	Sewer Connection Fee	\$ 1,500.00	Sewer Tap Fee	\$ 200.00	Grading (Land Disturbance) Permit (0-1acre)	\$ 150.00	Land Disturbance Permit
				\$ 43,000.00	2" Water Meter and Install Fee	\$ 300.00	Sewer Connection Fee/ drain opening	\$ 7,400.00	Sewer Fee
\$ 110.00	Water Deposit	\$ 200.00	Water/Sewer Deposit Fee			\$ 2,604.00	Water Meter Set Up	\$ 2,650.00	Water Meter Set Up
		\$ 25.00	Sewer Permit	\$ 75.00	Sanitary Fee (under 100ft)	\$ 50.00	Builder's Water Deposit		
				\$ 1,200.00	Storm Sewer (\$15/lin ft, assume 80 ft)			\$ 250.00	Sanitary Sewer Permit Fee
\$ 620.00	Arterial Street Impact			\$ 3,920.00	Roadway Fee (7% of 570/lin ft, assume 80ft)			\$ 250.00	Storm Sewer Permit Fee
\$ 482.00	1" Irrigation Tap Fee	\$ 3,621.00	1" Irrigation Tap Fee			\$ 8,827.00	1" Irrigation Tap Fee	\$ 400.00	Street Permit Fee
\$ 4,944.00	1" Irrigation Impact Fee					\$ 565.41	1" Irrigation Set Up Fee	\$ 5,560.00	1" Irrigation Tap Fee
		\$ 400.00	PW/Eng Plan Review Fee	\$ 390.00	PW Plan Review Fee /sheet assuming 6			\$ 2,310.00	Irrigation Sewer Fee
\$ 12,360.00	2" Water Impact Fee	\$ 500.00	Mud Deposit	\$ 960.00	Water Line (\$12/lin ft, assume 80ft)			\$ 250.00	Water Main Permit Fee
		\$ 515.00	Excise Tax	\$ 1,600.00	Sanitary Sewer Line (\$20/lin ft, assume 80 ft)			\$ 720.00	Irrigation Meter Fee
		\$ 2,000.00	PW/Eng Inspection Fee						
		\$ 1,000.00	PW Financial Security (per gross acre)						
Total	\$ 26,203.00	\$ 21,857.75		\$ 59,822.50		\$ 39,202.06		\$ 40,730.71	

To be determined by property owner's plumber

Belton	\$	26,203.00
Raymore	\$	21,857.75
Blue Springs	\$	59,822.50
Lee's Summit	\$	39,202.06
Liberty	\$	40,730.71

Belton		Raymore		Blue Springs		Lee's Summit		Liberty	
\$ 3,461.00	Building Permit Fee	\$ 3,236.00	Building Permit Fee	\$ 5,853.00	Building Permit Fee	\$ 2,920.70	Building Permit Fee	\$ 2,904.50	Building Permit Fee
\$ 2,000.00	PW Review & Inspection Fee	\$ 554.50	Plan Review Fee	\$ 3,219.00	Plan Review Fee	\$ 2,403.00	Eng Plan and Inspection Fee	\$ 1,169.80	Plan Review/ Check Fee
\$ 1,120.00	2" Water Tap Fee	\$ 9,049.00	2" Water Tap Fee		2" Water Tap Fee	\$ 22,067.00	2" Water Tap Fee	\$ 17,800.00	2" Water Tap Fee
				\$ 125.00	ROW Permit	\$ 75.00	ROW Permit	\$ 45.00	ROW Permit
		\$ 500.00	Grading (land disturbance) Permit			\$ 200.00	Grading (Land Disturbance) Permit (0-1acre)	\$ 150.00	Land Disturbance Permit
\$ 2,000.00	Sewer Connection Fee	\$ 2,263.00	Sewer Connection Fee	\$ 1,500.00	Sewer Tap Fee	\$ 300.00	Sewer Connection Fee/ drain opening	\$ 7,400.00	Sewer Fee
				\$ 43,000.00	2" Water Meter and Install Fee	\$ 2,604.00	Water Meter Set Up	\$ 2,650.00	Water Meter Set Up
\$ 110.00	Water Deposit	\$ 200.00	Water/Sewer Deposit Fee			\$ 50.00	Builder's Water Deposit		
		\$ 25.00	Sewer Permit	\$ 75.00	Sanitary Fee (under 100ft)			\$ 250.00	Sanitary Sewer Permit Fee
				\$ 1,200.00	Storm Sewer (\$15/lin ft, assume 80 ft)			\$ 250.00	Storm Sewer Permit Fee
\$ 620.00	Arterial Street Impact			\$ 3,920.00	Roadway Fee (7% of \$70/lin ft, assume 80ft)			\$ 400.00	Street Permit Fee
\$ 482.00	1" Irrigation Tap Fee	\$ 3,621.00	1" Irrigation Tap Fee			\$ 8,827.00	1" Irrigation Tap Fee	\$ 5,560.00	1" Irrigation Tap Fee
\$ 4,944.00	1" Irrigation Impact Fee					\$ 565.41	1" Irrigation Set Up Fee	\$ 2,310.00	Irrigation Sewer Fee
		\$ 400.00	PW/Eng Plan Review Fee	\$ 390.00	PW Plan Review Fee /sheet assuming 6				
\$ 12,360.00	2" Water Impact Fee	\$ 500.00	Mud Deposit	\$ 960.00	Water Line (\$12/lin ft, assume 80ft)			\$ 250.00	Water Main Permit Fee
		\$ 515.00	Excise Tax	\$ 1,600.00	Sanitary Sewer Line (\$20/lin ft, assume 80 ft)			\$ 720.00	Irrigation Meter Fee
		\$ 2,000.00	PW/Eng Inspection Fee						
		\$ 1,000.00	PW Financial Security (per gross acre)						
Total	\$ 27,097.00	\$ 22,863.50		\$ 61,842.00		\$ 40,009.11		\$ 41,859.30	

To be determined by property owner's plumber

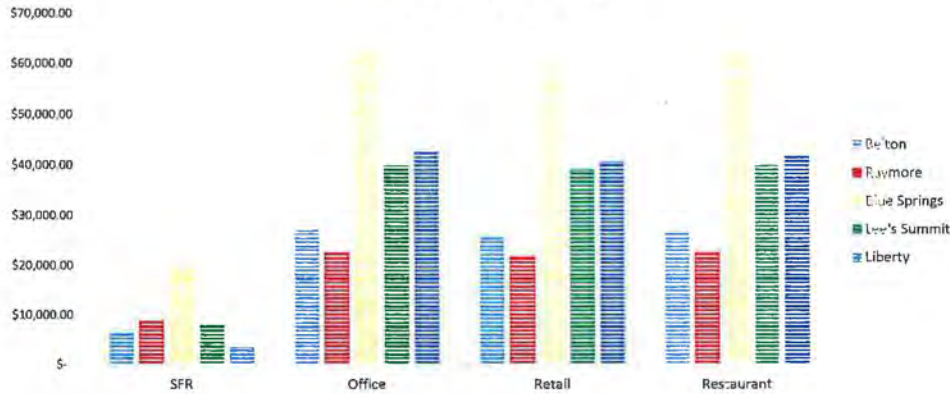
Belton	\$	27,097.00
Raymore	\$	22,863.50
Blue Springs	\$	61,842.00
Lee's Summit	\$	40,009.11
Liberty	\$	41,859.30

	SFR	Office	Retail	Restaurant
Belton	\$ 6,707.00	\$ 27,161.00	\$ 26,203.00	\$ 27,097.00
Raymore	\$ 9,178.00	\$ 22,865.75	\$ 21,857.75	\$ 22,863.50
Blue Springs	\$ 19,623.00	\$ 61,883.70	\$ 59,822.50	\$ 61,842.00
Lee's Summit	\$ 8,263.25	\$ 40,010.71	\$ 39,202.06	\$ 40,009.11
Liberty	\$ 3,615.40	\$ 42,711.50	\$ 40,730.71	\$ 41,859.30

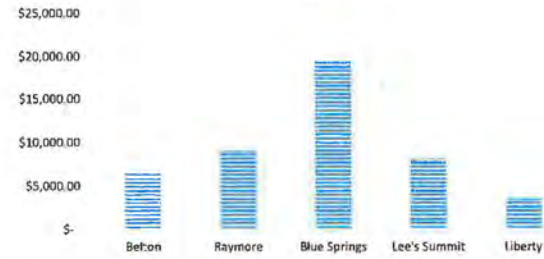
BUILDING COSTS



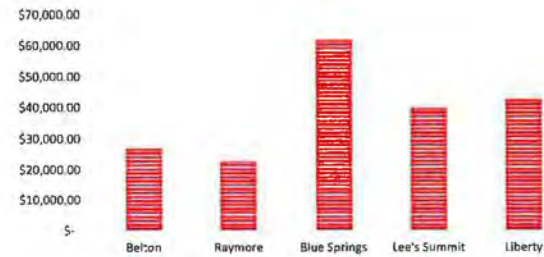
BUILDING COSTS



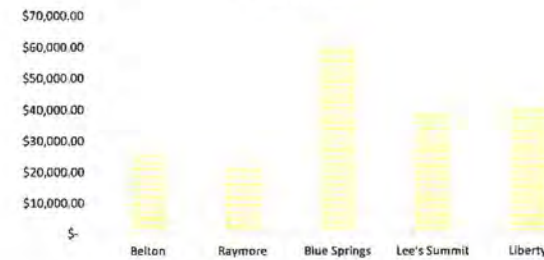
SFR



OFFICE



RETAIL



RESTAURANT

