



Agenda of the Belton City Council
August 24, 2021 – 6:00 p.m.
520 Main Street, Belton Missouri
<https://www.belton.org/watch>

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
 - A. WCA Recycling Industry Update – Tom Coffman
 - B. Monthly Financial Report – Sheila Erzen
 - C. Solicitation Ordinance Review
- III. ADJOURN WORK SESSION
- IV. CALL MEETING TO ORDER
- V. PLEDGE OF ALLEGIANCE – Councilmember Lawson
- VI. ROLL CALL
- VII. PERSONAL APPEARANCES
- VIII. 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 August 10, 2021, and the August 17, 2021, City Council Meetings.**

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- B. **Motion authorizing a temporary liquor permit for the Fraternal Order of Eagles, 312 Main Street, for a beer garden in their parking lot on August 28, 2021, and September 10-11, 2021, contingent upon obtaining state liquor permits.**

C. **Motion approving the City of Belton 2030-2040 Long-Term Strategic Vision.**

This Vision outlines major priorities the community has shared with City Council that are important for the future of Belton.

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D. Motion approving Resolution R2021-68

A resolution approving the cooperative, competitively bid purchase of one fire engine from Precision Fire Apparatus in the amount of \$640,837.00 as approved in the 2022 Budget.

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IX. REGULAR AGENDA

A. Motion approving the final reading of Bill No. 2021-47

An ordinance levying and fixing the rate of tax for municipal purposes, for the Park Fund, and for the Debt Service Fund for Fiscal Year 2022.

B. Motion approving the final reading of Bill No. 2021-48

An ordinance approving a Contract for Services with Haren Contracting, LLC for the Public Works Facility renovation in the not-to-exceed amount of \$665,140.33 and the reappropriation & revision of the City of Belton Fiscal Year 2022 Adopted City Budget.

C. Motion approving the final reading of Bill No. 2021-49

An ordinance approving a Special Use Permit to allow an Animal Services/Kennel in a C-2 General Commercial District, located at 342 North Scott Avenue, Belton, Cass County, Missouri.

D. Motion approving the final reading of Bill No. 2021-50

An ordinance approving a vacation of an existing sanitary sewer easement located East of 163rd Street and North of Bradford Place Second Plat, in the City of Belton, Cass County, Missouri.

E. Motion approving the final reading of Bill No. 2021- 51

An ordinance approving the Fifth Amendment to the Old Town Belton Redevelopment Plan to approve the 402 2nd Street Project as Redevelopment Project 2021-2 and to authorize tax abatement as described therein.

- F. Motion approving the first reading of Bill No. 2021- 52
An ordinance authorizing an agreement with Paymentus Corporation for electronic bill payment services for utility customers.

The City’s current utility billing software provider is discontinuing Transaction Manager at the end of this calendar year. Paymentus is a third-party software that integrates with Central Square Naviline and will allow utility customers more electronic payment options and paperless eBilling. The setup and transition is expected to take 2 to 3 months to complete.

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- G. Motion approving the first reading of Bill No. 2021-53
An ordinance approving a Final Plat for Martinwood Addition, Lot 1A & 1B, being a Replat of Lot 3 and the North half of Lot 2 in Martinwood Addition, as specified in the plat legal description; the replat being a tract of land in the Southwest quarter of Section 6, Township 46 North, Range 32 West, in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign the Plat for recording with the Cass County Recorder’s office.

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- H. Motion approving the first reading of Bill No. 2021-54
An ordinance approving a Second Amendment to the First Amended and Restated Tax Increment Financing Redevelopment Agreement and the Second Amended and Restated Tax Increment Financing Redevelopment Agreement by and between the City of Belton, Missouri, and Y Belton, L.L.C.

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- X. CITY COUNCIL LIAISON REPORTS
- XI. MAYOR’S COMMUNICATIONS
- XII. CITY MANAGER’S REPORT

September/October 2021 City Council Meetings – 6:00 p.m.

September 14, 2021

September 21, 2021

October 12, 2021

October 26, 2021

XIII. COMMUNICATIONS FROM CITY COUNCIL

- XIV. Motion to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2; and to discuss matters pertaining to negotiated contracts, according to Missouri Statute 610.021.12, and that the record be closed, and the meeting adjourned from there.

SECTION VIII

A

**Minutes of the Belton City Council
August 10, 2021
City Hall Annex
520 Main Street, Belton, Missouri**

Mayor Pro Tem Clark called the Public Hearing to order at 6:00 p.m.

A public hearing was held at 6:00 p.m., August 10, 2021, at Belton City Hall Annex, 520 Main Street, during which citizens may be heard regarding property tax rates proposed to be set by the City of Belton. The tax rates shall be set to produce the revenues required to support the budget for the fiscal year beginning April 1, 2021 and ending March 31, 2022. The rates are based upon the current assessed valuation figures as provided by the Cass County Assessor's Office. Each tax rate is determined by dividing the amount of revenue, as authorized by the Missouri Constitution, by the current assessed valuation. This value is multiplied times 100 resulting in a tax rate expressed in cents per \$100 valuation.

Assessed Valuation (applies to calendar year 2021):

(By Categories)

	Current Tax Year 2021	Prior Tax Year 2020
Real Estate	\$ 264,093,731	\$ 243,811,046
Personal Property	61,047,953	57,555,425
Total Assessed Valuation	\$ 325,141,684	\$ 301,366,471

Tax Levy (applies to City's fiscal year):

	Property Tax Revenue FY2022 Budget	Proposed Tax Rate FY2022	Prior Year Tax Rate FY2021
General Fund	\$ 1,714,000	\$ 0.4942	\$ 0.5116
Parks & Recreation	689,000	0.2199	0.2276
Debt Service	4,000,000	1.3305	1.3305
Total	\$ 6,403,000	\$ 2.0446	\$ 2.0697

NOTE: Assessed valuation figures are subject to change as determined by the Cass County Assessor. These changes, should they occur, may impact the tax rates as shown above.

There was no one in the audience to speak. Being no further business, Mayor Pro Tem Clark adjourned the public hearing and called the meeting to order at 6:01 p.m.

Councilmember Peek led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Pro Tem Dave Clark, Tim Savage, Rob Powell, Chet Trutzel, Angela Kraft, Perry Gough, Lorrie Peek, Allyson Lawson

Councilmembers absent: Mayor Larkey

Staff present: Sheila Ernzen, Assistant City Manager and Finance Director; Padraic Corcoran, Attorney; and Donna Greener, Deputy City Clerk

CONSENT AGENDA

Councilmember Trutzel moved to approve the consent agenda consisting of a motion:

- **approving the minutes of the July 27, 2021, City Council Meeting.**
- **approving the July 2021 Municipal Division Summary Report for Municipal Court.**
- **approving Resolution R2021-63: A resolution approving the purchase of four (4) new 2022 Ford Utility PI vehicles in the amount of \$137,732.00 from Shawnee Mission Ford.**
- **approving Resolution R2021-64: A resolution approving the renewal of the outdoor warning siren system maintenance agreement with Blue Valley Public Safety, Inc.**
- **approving Resolution R2021-65: A resolution approving a Contract for Services with Independent Salt Company for the purchase of 1,200 tons of bulk road salt with delivery in the not-to-exceed amount of \$63,888.00.**
- **approving Resolution R2021-66: A resolution approving actions of the City Manager to engage Breit Construction, LLC for emergency stormwater repairs located at crossings on Apple Valley Parkway in Apple Valley Subdivision and ratifying Task Agreement 2021-4 in the amount of \$183,894.00, as allocated in the FY22 budget.**
- **approving Resolution R2021-67: A resolution approving a Contract for Services with Pyramid Excavation and Construction, Inc. to replace two (2) culverts and related road repair in the not-to-exceed amount of \$379,495.78.**

Councilmember Savage seconded. All present voted in favor. Consent agenda approved.

REGULAR AGENDA

Donna Greener, Deputy City Clerk, gave the final reading of Bill No. 2021-42: **An ordinance approving the First Amendment to the Old Town Belton Redevelopment Plan to approve the 1100 Main Street Project as Redevelopment Project 2021-1 and to authorize tax abatement as described therein.**

Presented by Councilmember Trutzel, seconded by Councilmember Peek. Vote on the final reading was recorded:

Ayes: 8 Mayor Pro Tem Clark, Savage, Kraft, Trutzel, Powell, Lawson, Gough, Peek

Noes: 0

Absent: 1 Mayor Larkey

Bill No. 2021-42 was declared passed and in full force and effect as **Ordinance No. 2021-4644**, subject to Mayoral veto.

Ms. Greener gave the final reading of Bill No. 2021-43: **An ordinance approving the Second Amendment to the Old Town Belton Redevelopment Plan to approve the 412 4th Street**

Project as Redevelopment Project 2021-3 and to authorize tax abatement as described therein.

Presented by Councilmember Peek, seconded by Councilmember Kraft. Vote on the final reading was recorded:

Ayes: 8 Savage, Lawson, Kraft, Trutzel, Powell, Peek, Gough, Mayor Pro Tem Clark

Noes: 0

Absent: 1 Mayor Larkey

Bill No. 2021-43 was declared passed and in full force and effect as **Ordinance No. 2021-4645**, subject to Mayoral veto.

Ms. Greener gave the final reading of Bill No. 2021-44: An ordinance approving the Third Amendment to the Old Town Belton Redevelopment Plan to approve the 402 Main Street Project as Redevelopment Project 2021-4 and to authorize tax abatement as described therein.

Presented by Councilmember Peek, seconded by Councilmember Kraft. Vote on the final reading was recorded:

Ayes: 8 Peek, Lawson, Kraft, Savage, Powell, Trutzel, Gough, Mayor Pro Tem Clark

Noes: 0

Absent: 1 Mayor Larkey

Bill No. 2021-44 was declared passed and in full force and effect as **Ordinance No. 2021-4646**, subject to Mayoral veto.

Ms. Greener gave the final reading of Bill No. 2021-45: An ordinance approving the Fourth Amendment to the Old Town Belton Redevelopment Plan to approve the 514 Minnie Avenue Project as Redevelopment Project 2021-5 and to authorize tax abatement as described therein.

Presented by Councilmember Peek, seconded by Councilmember Kraft. Vote on the final reading was recorded:

Ayes: 8 Peek, Lawson, Gough, Savage, Powell, Trutzel, Kraft, Mayor Pro Tem Clark

Noes: 0

Absent: 1 Mayor Larkey

Bill No. 2021-45 was declared passed and in full force and effect as **Ordinance No. 2021-4647**, subject to Mayoral veto.

Ms. Greener gave the first reading of Bill No. 2021-46: An ordinance authorizing the Finance Director to execute documents relating to securing funds on behalf of the City through the American Rescue Plan Act being administered by the Missouri State Treasurer's Office.

Presented by Councilmember Trutzel, seconded by Councilmember Kraft. Councilmember Gough asked if there's a certain amount of money we can apply for. Shelia Ernzen, Assistant City Manager and Finance Director, said it will be allocated based on the amount the State receives and then distributed to the entities that applied for funds. The estimated amount we'll receive is \$4.3 million. Vote on the first reading was recorded with all present voting in favor. First reading passed. **Councilmember Trutzel moved to hear the final reading.** Councilmember Peek seconded. Vote to hear the final reading was recorded with all present voting in favor. Motion passed. The final reading was read. Presented by Councilmember Peek, seconded by Councilmember Savage. Vote on the final reading was recorded:

Ayes: 8 Trutzel, Lawson, Gough, Savage, Powell, Peek, Kraft, Mayor Pro Tem Clark
Noes: 0

Absent: 1 Mayor Larkey

Bill No. 2021-46 was declared passed and in full force and effect as **Ordinance No. 2021-4648**, subject to Mayoral veto.

Ms. Greener gave the first reading of Bill No. 2021-47: **An ordinance levying and fixing the rate of tax for municipal purposes, for the Park Fund, and for the Debt Service Fund for Fiscal Year 2022.**

Presented by Councilmember Savage, seconded by Councilmember Peek. Ms. Ernzen answered questions about the tax rate. Vote on the first reading was recorded with all present voting in favor. First reading passed.

Ms. Greener gave the first reading of Bill No. 2021-48: **An ordinance approving a Contract for Services with Haren Contracting, LLC for the Public Works Facility renovation in the not-to-exceed amount of \$665,140.33 and the reappropriation & revision of the City of Belton Fiscal Year 2022 Adopted City Budget.**

Presented by Councilmember Peek, seconded by Councilmember Savage. Vote on the first reading was recorded with all present voting in favor. First reading passed.

Ms. Greener gave the first reading of Bill No. 2021-49: **An ordinance approving a Special Use Permit to allow an Animal Services/Kennel in a C-2 General Commercial District, located at 342 North Scott Avenue, Belton, Cass County, Missouri.**

Presented by Councilmember Peek, seconded by Councilmember Kraft. Councilmember Peek asked about the neighbor's concerns voiced at the Planning Commission meeting. Dave Clements, Director of Planning and Building, said the concerns have been worked out between the applicant and the neighbor. There is a letter about this in the Council agenda packet. Vote on the first reading was recorded with all present voting in favor. First reading passed.

Ms. Greener gave the first reading of Bill No. 2021-50: **An ordinance approving a vacation of an existing sanitary sewer easement located East of 163rd Street and North of Bradford Place Second Plat, in the City of Belton, Cass County, Missouri.**

Presented by Councilmember Trutzel, seconded by Councilmember Peek. Vote on the first reading was recorded with all present voting in favor. First reading passed.

Ms. Greener gave the first reading of Bill No. 2021-51: **An ordinance approving the Fifth Amendment to the Old Town Belton Redevelopment Plan to approve the 402 2nd Street Project as Redevelopment Project 2021-2 and to authorize tax abatement as described therein.**

Presented by Councilmember Trutzel, seconded by Councilmember Peek. Pursuant to RSMo 353.110.3(2), Mayor Pro Tem Clark opened the public hearing to receive public comments. Padraic Corcoran, Attorney, stated each redevelopment project will come before the Council as an amendment to the Old Town Belton Redevelopment Plan. The Old Town Belton Redevelopment Corporation Board met on July 21, 2021, to discuss project 2021-2. They unanimously voted to approve this project. There was no one else present to submit comments. Vote on the first reading was recorded with all present voting in favor. First reading passed.

CITY COUNCIL LIAISON REPORTS

Councilmember Lawson provided a Park report

- The farmer's market is every Thursday from 4-7 p.m. at Memorial Park
- Youth fall sports sign up closes this week
- September 11 – family fest at the Fall Festival
- Brian Welborn, Parks Director, announced his resignation. His last day will be September 3, 2021.

MAYOR'S COMMUNICATIONS

Mayor Pro Tem Clark thanked the City, Chamber of Commerce, Belfonte, and Hy-Vee for their participation in the Missouri 200th birthday celebration.

Mayor Pro Tem Clark said Mayor Larkey and other staff are out tonight representing the City of Belton at an Economic Development event.

CITY MANAGER'S REPORT

Ms. Ernzen informed the Council the City's financial and utility billing software, Central Square, has a module that allows the City to take web payments and IVR payments. This module is being discontinued. Paymentus is a preferred provider and will integrate with Central Square and the future ERP system. A contract will be coming to the August 24 meeting for Council consideration. The conversion must be completed by December 31, 2021.

August/September 2021 City Council Meetings – 6:00 p.m.

August 17, 2021

August 24, 2021

September 14, 2021

September 21, 2021

COMMUNICATIONS FROM CITY COUNCIL

Councilmember Peek thanked the owner of 402 2nd Street for utilizing the Chapter 353 to improve her property.

Being no further business, Councilmember Trutzel moved to adjourn at 6:31 p.m. Councilmember Kraft seconded. All present voted in favor. Meeting adjourned.

Donna Greener, Deputy City Clerk

Mayor Pro Tem Dave Clark

Minutes of the Belton City Council
August 17, 2021
City Hall Annex
520 Main Street, Belton, Missouri

Mayor Larkey called the meeting to order at 6:00 p.m.

Mayor Larkey led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Larkey, Dave Clark, Tim Savage, Rob Powell, Chet Trutzel, Angela Kraft, Perry Gough, Lorrie Peek, Allyson Lawson

Staff present: Alexa Barton, City Manager; Andrea Cunningham, City Clerk; Dave Clements, Director of Planning and Building; Greg Rokos, Public Works Director; Scott Lyons, Police Chief; and John Sapp, Fire Chief

At 6:01 p.m. Councilmember Clark moved to enter Executive Session to discuss matters pertaining to operational guidelines, policies and specific response plans developed, adopted, or maintained by any public agency responsible for law enforcement, public safety, first response, or public health for use in responding to or preventing any critical incident, according to Missouri Statute 610.021.18, and that the record be closed, and the meeting adjourned from there. Councilmember Trutzel seconded. The following vote was recorded:

Ayes: 9 Powell, Clark, Gough, Lawson, Savage, Peek, Trutzel, Kraft, Mayor Larkey

Noes: 0

Absent: 0

Being no further business, the meeting was adjourned following the executive session.

Andrea Cunningham, City Clerk

Mayor Norman K Larkey, Sr

SECTION VIII

C



City Council, Belton, Missouri
Long-Term Strategic Vision
2030-2040

August 24, 2021

Strategic Priorities

Major priorities the Council believes are important for the future of Belton. They are not ranked because they are all crucial to the successful future that Belton desires. They are listed below in alphabetical order.

- 1. Beautification and Residential Improvements.**
- 2. Diverse Economic Development.**
- 3. Infrastructure.**
- 4. Public Safety.**
- 5. Quality of Life.**

Strategic Priorities and Milestones

Milestones are not items that can normally be accomplished in 12-24 months. Milestones are items that progress and can be seen over a 3-to-5-year period.

Pillar: Beautification and Residential Improvements

- 1. Maintain consistent code enforcement.**
- 2. Continue developing successful programs to address needs.**
- 3. Invest in infrastructure that also leads to beautification.**
- 4. Encourage and recognize the efforts of other stakeholders working on beautification.**
- 5. Partner with developers to promote high standards in residential developments.**

Pillar: Diverse Economic Development

- 1. Revitalize Old Town, including a new city hall.**
- 2. Revitalize North Scott.**
- 3. Focus on important transportation corridors.**
- 4. Develop Markey Business Park.**
- 5. Promote workforce development.**
- 6. Provide medical facilities needed to accommodate the growth in the population.**
- 7. Start an art commission.**
- 8. Explore developing an entertainment district.**

Pillar: Infrastructure

- 1. Waterline replacement to useful life. Plan for future water needs.**
- 2. Continue the roads program.**
- 3. Create maintenance plan for roads.**
- 4. Update transportation plan.**
- 5. Maintain sanitary sewers within capacity.**
- 6. Address stormwater needs to reduce the number of homes that experience flooding.**
- 7. Maintain city buildings and make plans for future needs.**

Pillar: Public Safety

- 1. Reduce illegal activities in our city.**
- 2. Maintain and expand public safety capacities to serve growing population.**
- 3. Educate the public about the City's Public Safety Departments.**

Pillar: Quality of Life

- 1. Development plans to include both neighborhood parks and central parks, green space, and trails to promote connectivity.**
- 2. Seek to provide diverse housing options.**
- 3. Seek to bring in good paying jobs.**
- 4. Seek to expand higher education by bringing a 4-year college to Belton.**
- 5. Partner with local agencies to address homelessness in Belton.**



City Council Retreat Report

Belton, Missouri

August 24, 2021

Introduction

The Belton City Council met for a two-day retreat on July 30-31, 2021. The purpose of the retreat was to review good governance practices and to develop a long-term strategic vision for the city. All the Council Members were in attendance. The City Manager and City Department Heads were also in attendance.

The retreat was facilitated by Dr. Mike Mowery, President of Leadership Development for Strategic Government Resources (SGR). The format of the retreat called for Council to discuss the strategic questions facing the city as it relates to the strategic vision of the future. The Council and the staff discussed these questions in small groups and then reported back to the larger group. Each time a different question was posed, the groups were re-formatted so that Council Members had the opportunity to engage with each of the other Council Members. This report is an account of the important items that the Council discussed, as well as the strategic priorities and milestones that they created.

Reputational Drivers

The Council was asked to discuss what they wanted to be known for in the future. They identified several things that they want to be known for. Those things are listed below.

We want to be known as or for...

- Green Space.
- Safety.
- Community focused.
- Balanced growth.

- Business friendly.
- Family values.
- Quality transportation.
- Regional leader.
- Well-maintained infrastructure.
- Housing options.
- Jobs.
- Community Pride.
- City government works smoothly.
- Great people.
- Vibrant clean city.
- Desirable amenities.
- Inclusive.
- Good stewards of resources.
- Community involvement.

SWOT Analysis

The Council discussed the Strengths, Weaknesses, Opportunities, and Threats facing the City of Belton. These are the things that they identified.

Strengths

- Staff.
- Plan for the future.
- Location.
- High Blue Community Center.
- Responsiveness.
- Customer Service.
- Retail.
- Parks and Trails.
- Proximity to Kansas City.
- Main Street.
- Caring people.
- Commercial growth.
- Capital Investment (SVCC.)
- Focused on improvement.

Weaknesses

- Poorly maintained housing.
- Poorly maintained infrastructure.
- Social media tribes.
- Limited finances/financial reserves need to be protected.
- Uninformed public.
- Proximity to Kansas City.
- Poor promotion of the city.
- Infighting within the population.
- Neighborhood blight.

Opportunities

- Belton 101 Class.
- I-49/Highway 58 Expanding.
- Land to grow.
- Opportunity to improve communications.
- Opportunity to bring more jobs.
- Opportunity to expand parks.
- Redevelopment.
- Opportunity for land banking.
- Opportunity to do public/private partnerships.
- Opportunity to have pride in new things.
- Financial growth.
- Community engagement.
- Conveniences and amenities.

Threats

- Divided community.
- “Me” mentality.
- NIMBY/CAVE man Attitudes.
- Regional attitudes against growth.
- Losing our identity as growth comes.
- Loss of Green Space.
- Infrastructure Maintenance.
- Legislative impacts.
- Social media conflicts.
- Apathy.

- Misinformation.
- COVID-19.
- Crime.

Strategic Priorities

The Council worked together to identify several strategic priorities for the future. Those strategic priorities serve as pillars that uphold the unified vision of the Council. They are not short term “projects.” **A strategic vision generally has a 10–20-year horizon.** They are major priorities the Council believes are important for the future of Belton. They are not ranked because they are all crucial to the successful future that Belton desires. They are listed below in alphabetical order.

- 1. Beautification and Residential Improvements.**
- 2. Diverse Economic Development.**
- 3. Infrastructure.**
- 4. Public Safety.**
- 5. Quality of Life.**

Strategic Priorities and Milestones

On the second day of the retreat the Council worked to identify important milestones for each of the strategic priorities. Milestones help answer the question, “What do you mean by that?” They help the City know that things are moving in the right direction at the right pace. They help clarify the intent of the Council for the Staff, so that the Staff can create a Strategic Plan that is in alignment with the Strategic Vision created by the Council. *Milestones are not items that can normally be accomplished in 12-24 months.* Milestones are items that progress and can be seen over a 3-to-5-year period.

Pillar: Beautification and Residential Improvements

- 1. Maintain consistent code enforcement.**
- 2. Continue developing successful programs to address needs.**
- 3. Invest in infrastructure that also leads to beautification.**
- 4. Encourage and recognize the efforts of other stakeholders working on beautification.**
- 5. Partner with developers to promote high standards in residential developments.**

Pillar: Diverse Economic Development

- 1. Revitalize Old Town, including a new city hall.**
- 2. Revitalize North Scott.**
- 3. Focus on important transportation corridors.**
- 4. Develop Markey Business Park.**
- 5. Promote workforce development.**
- 6. Provide medical facilities needed to accommodate the growth in the population.**
- 7. Start an art commission.**
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Pillar: Infrastructure

- 1. Waterline replacement to useful life. Plan for future water needs.**
- 2. Continue the roads program.**
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- 4. Update transportation plan.**
- 5. Maintain sanitary sewers within capacity.**
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- 7. Maintain city buildings and make plans for future needs.**

Pillar: Public Safety

- 1. Reduce illegal activities in our city.**
- 2. Maintain and expand public safety capacities to serve growing population.**
- 3. Educate the public about the City's Public Safety Departments.**

Pillar: Quality of Life

- 1. Development plans to include both neighborhood parks and central parks, green space, and trails to promote connectivity.**
- 2. Seek to provide diverse housing options.**
- 3. Seek to bring in good paying jobs.**
- 4. Seek to expand higher education by bringing a 4-year college to Belton.**
- 5. Partner with local agencies to address homelessness in Belton.**

Conclusion

SGR recommends that this report be formally adopted as the Strategic Vision of the City Council of Belton at an upcoming regularly scheduled meeting, and that the Staff begin to develop a Strategic Plan with Initiatives that are in alignment with the Strategic Vision of the Council. We also recommend that this Strategic Vision be reviewed and updated at a retreat for the Council each year so that progress can be celebrated and needed adjustments can be made.

SECTION VIII

D

R2021-68

A RESOLUTION APPROVING THE COOPERATIVE, COMPETITIVELY BID PURCHASE OF ONE FIRE ENGINE FROM PRECISION FIRE APPARATUS IN THE AMOUNT OF \$640,837.00 AS APPROVED IN THE 2022 BUDGET.

WHEREAS, the Belton Fire Department is working to establish an ongoing vehicle replacement program; and

WHEREAS, the department has been without a backup engine for several years; and

WHEREAS, the department established a committee including members from management and labor who evaluated the needs of the department against multiple fire apparatus manufactures; and

WHEREAS, the committee unanimously chose Precision Fire Apparatus of Camdenton Missouri as the manufacturer who best met our requirements; and

WHEREAS, Precision Fire Apparatus has a current qualified competitive bid through HGACBuy and was reviewed for accuracy by representatives of MARC; and

WHEREAS, This item is within the budgeted amount approved for FY2022.

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

Section 1. Approves the purchase of one fire engine from Precision Fire Apparatus through an HGACBuy competitive bid # FS12-19 attached as **EXHIBIT A** in the amount of \$640,837.00.

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

Duly read and passed this ____ day of _____, 2021.

Mayor Norman K. Larkey, Sr.

ATTEST:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

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

I, Andrea Cunningham, 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 introduced at a meeting of the City Council held on the ____ day of _____, 2021, and adopted at a meeting of the City Council held the ____ day of _____, 2021 by the following vote, to-wit:

AYES:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 24, 2021

DIVISION: FIRE DEPARTMENT

COUNCIL: [X] Regular Meeting [] Work Session [] Special Session

Table with 5 columns: Ordinance, Resolution, Consent Item, Change Order, Motion, Agreement, Discussion, FYI/Update, Presentation, Both Readings.

ISSUE/RECOMMENDATION:

The fire department is tasked with having reliable fire apparatus to respond to calls for service. Normal daily operations require us to have two pumping apparatus staffed and ready every day. It is impossible to rely on any apparatus 100% of the time. We have lacked a suitable reserve pumping apparatus that will meet the comparative standard of our current engine or ladder truck. The timing of this purchase will put us in line with our vehicle replacement plan that is currently in the final stages of development.

IMPACT/ANALYSIS:

The purchase of this engine will greatly enhance the safety and services we can deliver to the citizens of Belton. This would provide a new up to date fire engine that will become a front-line apparatus moving the current engine into reserve status allowing for a reliable apparatus to be used during maintenance and repairs to front line apparatus. This will also add another engine that can be put into service quickly during times of disasters or extremely high call volumes. A collection of administrative staff and labor members met several times to formulate a list of needs and wants for the next apparatus. After evaluating several manufacturers, the committee unanimously chose Precision Fire Apparatus to build and supply the apparatus.

Table with 2 columns: Contractor, Precision Fire Apparatus; Amount of Request/Contract, \$640,837.00; Amount Budgeted, \$680,000.00; Funding Source, FD-2212; Additional Funds, n/a; Funding Source, n/a; Encumbered, n/a; Funds Remaining, \$39,163.00.

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of one fire engine from Precision Fire Apparatus for the amount of \$640,837.00

LIST OF REFERENCE DOCUMENTS ATTACHED:

HGACBuy contract #FS12-19



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

FS12-19

Date Prepared:

7/27/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Belton Fire Department	Contractor:	Precision Industries, Inc.
Contact Person:	Chief John Sapp	Prepared By:	Brad Johnston
Phone:	816-331-7969	Phone:	573-346-8387
Fax:		Fax:	573-346-7015
Email:	jsapp@beltonfire.org	Email:	bjohnston@precisionfireapparatus.com

Product Code:	FS19-WC05	Description:	Precision/Spartan Chassis 4Dr Custom Chassis
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$650,000.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
0100-012 - Gladiator Cab 450HP & 3000EVS	17,000.00		
1521-002 - Cab paint exterior - two tone	1,800.00		
5301-102 - LED Headlights	1,476.00		
1713-010 - Engine Exhaust brake	2,995.00		
3801-013 - Tire Chains	3,150.00		
5503-021 - Mechanical Siren Q2B	2,975.00		
PH-16-015 - (1) Slidemaster Pull out tilt down	1,033.64		
PH-16-016 - (3) Grant Slide pull out tray	2,867.13		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	33,296.77

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Deduction for no CAFS	(40,000.00)		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	(40,000.00)

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: **-6%**

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C) \$643,296.77

Quantity Ordered:	1	X Subtotal of A + B + C:	\$643,296.77	=	Subtotal D:	\$643,296.77
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: \$2,000.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Discount provided	-\$4,459.77		
		Subtotal F:	(4,459.77)

Delivery Date: 3rd Qtr 2022 **G. Total Purchase Price (D+E+F):** \$640,837.00

SECTION IX

F

BILL NO. 2021-52

ORDINANCE NO.

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH PAYMENTUS CORPORATION FOR ELECTRONIC BILL PAYMENT SERVICES FOR UTILITY CUSTOMERS.

WHEREAS, Central Square is discontinuing the Transaction Manager module that is currently used by the City for electronic bill payment services for utility customers on December 31, 2021; and

WHEREAS, Paymentus Corporation integrates with the City’s utility billing software (Central Square- Naviline) and the City’s IVR system (Selectron); and

WHEREAS, Paymentus Corporation offers electronic payment options and paperless eBilling services for Naviline utility customers.

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

SECTION 1. That the City Council hereby authorizes the agreement with Paymentus Corporation, herein attached and incorporated as **Exhibit A** to this ordinance.

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

READ FOR THE FIRST TIME: August 24, 2021

READ FOR THE SECOND TIME AND PASSED:

Mayor Norman K. Larkey, Sr.

Approved this ___ day of _____, 2021.

Mayor Norman K. Larkey, Sr.

ATTEST:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was introduced for first reading at a meeting of the City Council held on the ____day of _____, 2021, and thereafter adopted as Ordinance No. 2021-_____of the City of Belton, Missouri, at a meeting of the City Council held on the ____day of _____, 2021, after the second reading thereof by the following vote, to-wit:

AYES:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

Paymentus

MASTER SERVICES AGREEMENT

Client:	City of Belton, MO.
Client Address:	506 Main Street, Belton, Missouri 64012
Contact for Notices to Client:	Sheila Erzen, Finance Director / Assistant City Manager
Estimated Yearly Bills / Invoices:	100,000

This Master Services Agreement (“Agreement”) is entered into as of the date of the last of the signatures set forth below (“Effective Date”), by and between the Client identified above and Paymentus Corporation, a Delaware Corporation with a principal place of business at 13024 Ballantyne Corporate Place, Suite 400, Charlotte, North Carolina 28277.

STATEMENT OF PURPOSE

Paymentus desires to provide and Client desires to receive electronic bill payment services as more particularly described in this Agreement under the terms and conditions set forth herein.

AGREEMENT

In consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of the following documents:

- (i) this signature page
- (ii) the General Terms and Conditions; and
- (iii) the following Schedules:
Schedule A: Paymentus Service Fee Schedule.

This Agreement represents the entire agreement between the parties with respect to its subject matter, supersedes all prior written or oral agreements or understandings related to the subject matter hereof, and may be changed only by agreements in writing signed by the authorized representatives of each of the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

PAYMENTUS CORPORATION:

CLIENT:

By: _____

NAME: _____

TITLE: _____

DATE: _____

By: _____

NAME: _____

TITLE: _____

DATE: _____

GENERAL TERMS AND CONDITIONS

1 **Definitions:**

For the purposes of the Agreement, the following terms and words have the meaning ascribed to them, unless the context clearly indicates otherwise.

1.1 “Agreement “or “Master Agreement” means the Master Services Agreement between the parties, as amended from time to time.

1.2 “Average Bill Amount” means the total amount of Payments processed through Paymentus in a given month divided by the number of the Payments for the same month.

1.3 “Effective Date” means the date the last party to execute the Agreement does so, or if the Agreement is submitted to Client for acceptance in a manner that does not call for Paymentus to execute it, the date Client agrees to the Agreement.

1.4 “Excess Payment Amount” means the amount by which the total of all Payment Amounts from Non-Qualified Transactions processed in a calendar month exceeds 5% of the total of the Payment Amounts of all card Payments processed that month.

1.5 “Fee Assumptions” means information used to calculate the Paymentus Fee (as defined in Section 3.2), including (i) the projected Average Bill Amount, (ii) the projected payment method mix (credit vs debit vs e-check) and (iii) an assumption by Paymentus that the total Payment Amount processed each month resulting from Non-Qualified Transactions shall not exceed five percent (5%) of the total Payment Amount of all card Payments processed that month.

1.4 “Initial Setup” means the first personalization and activation of the standard service with respect to each channel described on Schedule A as specified during the implementation process.

1.5 “IPN” or “Instant Payment Network™” means the network developed by Paymentus to enable customer engagement, bill presentment and receipt of payments by businesses through multiple channels as enabled from time to time by Paymentus.

1.6 “Launch Date” means the date on which Client completes the introduction to Users of all Services selected by Client as of the Effective Date.

1.8 “Non-Qualified Transaction” means (i) a Payment made with a card or payment method generally issued for

business use that results in interchange fees or other processing charges assessed by a Paymentus Authorized Processor or card payment association that are higher than those charged for transactions with cards payment methods issued for consumer use; or (ii) a Payment that does not qualify for reduced interchange fees under programs in which is then currently participating. These high-cost cards payment methods may include, among others, corporate cards, virtual cards, purchase cards, business cards, and travel and entertainment cards.

1.7 “Payment” means payment by a User through the Platform for Client’s services, Client’s bills, or other amounts owed to Client.

1.8 “Payment Amount” means the amount of a Payment.

1.9 “Paymentus Authorized Processor” means a Paymentus authorized merchant account provider or payment processing intermediary or gateway.

1.10 “Paymentus Fee” is defined in Section 3.2.

1.11 “Platform” is defined in Section 2.1.

1.12 “Reversed or Chargeback Transactions” means cancelled transactions due to (i) User error, (ii) a User’s challenge to Payment authenticity, or (iii) an action by a financial institution or a Paymentus Authorized Processor (commonly referred to as ACH or eCheck returns or credit/debit card chargebacks).

1.13 “Services” means the performance by Paymentus of the payment and related services selected by Client as set forth in Schedule A and as provided in Section 2.3.

1.14 “User” means a user of Client’s services.

2 **Description of Services to be Performed**

2.1 **Scope of Services**

When selected on Schedule A, Paymentus will provide Users the opportunity to view and receive bills, make Payments using the payment methods provided under Schedule A and other payment methods and wallets as offered by Paymentus from time to time. The payment methods and other services provided may be used within the channels described on Schedule A or on other websites or mobile/web apps or chatbots or voice assistants that are part of the Instant Payment Network™,

(collectively referred to as the “Platform”). Paymentus will provide a mechanism by which Client may select channels and payment methods it wishes to offer Users. Paymentus will be the exclusive provider to Client of services included in the Services.

2.2 Professionalism

Paymentus will perform in a professional manner all Services required to be performed under the Agreement.

2.3 New or Enhanced Services

From time to time Paymentus may offer Client new or enhanced services, such as new functionality within the IPN, the ability to accept other payment methods, methods of bill presentment, the ability to access alternative payment processors or other service providers or Paymentus Authorized Processors or otherwise modify the terms and conditions under which the Services are provided (“Service Enhancements”). Paymentus will provide Client with notice by email to the person designated as provided in Section 7.2 disclosing the terms, including any contracts or contract amendments, under which the Service Enhancements will be made available. If the Service Enhancements will result in additional fees to or impose additional obligations on Client or Users, Client will have at least thirty (30) days after the date of the notice to opt-out of the Service Enhancements in the manner provided in the notice. If Client does not opt-out, then when the Service Enhancements are introduced they will form part of the Services and Client will be bound by the additional terms as disclosed in the notice, and Schedule A will be deemed amended to reflect changes in the Services and fees.

3 Compensation

3.1 No Fee Installation

Paymentus will charge no fees related to the Initial Setup of standard service.

3.2 Paymentus Fee

Client will be billed the fees as provided in Schedule A (“Paymentus Fee”), unless a fee is User paid, in which case Paymentus will charge each User the Paymentus Fee as provided in Schedule A to be collected in addition to the corresponding Payment as part of the transaction. Paymentus will pay the corresponding processing and related fees (“Transaction Fees”) except for fees related to Reversed or Chargeback Transactions.

The Paymentus Fee is based on the Fee Assumptions. Client will be billed additional Paymentus Fees equal to 3.5% of the Excess Payment Amount for each month during which there is an Excess Payment Amount. Paymentus may amend Schedule A upon prior written

notice to Client if there are changes in the card or payment system rules or changes in payment processing fees or other events that increase the cost of processing transactions, such as changes in the average Payment Amount, the mix of payment methods or of interchange rates applied to transactions. The amended Paymentus Fee will take effect 30 days after written notice to Client.

4 Payment Processing

4.1 Integration with Client’s Billing System

At no charge from Paymentus to Client, Paymentus will develop one (1) file format interface with Client’s billing system using Client’s existing text file format currently used to post payments to Client’s billing system. Client will be responsible to provide Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Client will use Paymentus specified integration process. As such, the Paymentus platform does and can function independent of any billing system integration. A payment posting file can be emailed or downloaded from the Paymentus Agent Dashboard. If Client chooses to have the Paymentus platform integrated with its billing system, Paymentus offers two options:

- (i) Paymentus standard integration specification that Client can use to integrate its billing systems with Paymentus platform (“Standard Integration”); or
- (ii) Paymentus to either customize or configure its platform to integrate with Client using file specification or APIs supported by Client’s billing system (“Client Specific Integration”).

If Client chooses Standard Integration, Paymentus agrees to fully cooperate with Client and provide its specification to Client. Paymentus also agrees to participate in meetings with Client’s software vendor to provide any information or clarifications needed to understand Standard Integration. Paymentus agrees to provide all integration/interface specifications within 30 days from the Effective Date. Client will take commercially reasonable steps to develop the integration within 60 days from the date on which Client has received all integration specifications from Paymentus.

If Client chooses Client Specific Integration, Paymentus agrees to develop that integration at no charge from Paymentus to Client, provided however, Client agrees to fully cooperate with Paymentus and cause its software vendors and other service providers to fully cooperate with Paymentus. Client agrees to provide all specifications required for Client Specific Integration. Client further agrees to participate in testing with

Paymentus and if needed, cause its billing software vendors and other service providers to participate in testing. Client agrees to provide or make available all integration/interface specifications within 30 days from the Effective Date. Paymentus will take commercially reasonable steps to develop the integration within 60 days from the date on which Paymentus has received all the integration specifications from Client or its vendors.

Parties agree that if the parties do not cooperate fully, it can lead to each party being unable to perform its duties to deliver the integration in time.

Based on Client's use of the Platform and its respective modules selected under the Agreement, Paymentus will require the following integration points:

MODULE	INTEGRATION POINT
One-time payment Module	Customer Information: Text File or Real Time Payment Posting: Text File or Real Time
Recurring Payment Module	Text File
E-billing Module for Billing Data	Text File or Real-time link to billing data
Out-bound Notification-Audience File	Text File for customer engagement messages

Each of these can be based on Standard Integration or Client Specific Integration.

The Initial Setup for the Web or IVR interface will be considered complete when the first Standard Integration or Client Specific Integration, as applicable, is completed such that Paymentus and Client are able to exchange files relevant to that interface, as contemplated in this Section 4.1. In the event the Services are implemented without integration, the Initial Setup will be considered complete when a User is able to access the Platform to process a payment.

4.2 Enhancements

The parties agree that the Services are provided on a “platform as a service” basis, and not as a result of custom software development. Paymentus’ standard Platform will be personalized to achieve certain additional functional requirements of Client, as clarified and agreed during implementation (“Enhancements”). Enhancements may include some or all of the features included in any technical requirements or similar document provided to Paymentus. The parties will fully co-operate with one another to: a) ensure that requirements with respect to

Enhancements are clarified as needed; b) accept Paymentus proposed reasonable alternatives to achieve Client’s functional objectives within the limits of the Paymentus platform; and c) accept Paymentus’ reasonable estimates of time for completion, designs and plans with respect to agreed Enhancements. There will be no fee charged by Paymentus to Client for Enhancements, provided Paymentus designs and plans are accepted by Client. If the Services are to be offered at multiple locations, or if the Services include multiple Enhancements, the parties will agree to a phased implementation.

4.3 PCI Compliance

To the extent that either party receives payment card information subject to the Payment Card Industry Data Security Standards (“PCI-DSS”) in connection with providing the Services, it will comply with all requirements of the PCI-DSS with respect to storage, transmission and disclosure of payment card information.

4.4 Explicit User Confirmation

Paymentus will confirm the dollar amount of all Payments, and when paid by the User, the corresponding Paymentus Fee to be charged and electronically obtain the User’s approval of the charges prior to initiating payment authorizations transaction. Paymentus will provide User with electronic confirmation of all transactions.

4.5 Merchant Account

Paymentus will arrange for Client to have a merchant account with the Paymentus Authorized Processor for processing and settlement of transactions.

4.6 Payment Authorization.

For authorization purposes, Paymentus will electronically transmit all card or other payment transactions to the appropriate processing center, in real time as the transactions occur or as provided in applicable rules. In its discretion, Paymentus may refuse to process any transaction that is submitted in violation of its terms of use or to protect Client, Users, itself or others from potentially illegal, fraudulent or harmful transactions.

IVR/Phone system; and d) other channels deemed appropriate by Client.

Paymentus will provide Client with logos, graphics and other marketing materials for Client's use in its communications with its customers regarding the Services and/or Paymentus.

5.3 Independent Contractor

Paymentus is an independent contractor.

5.4 Client's Responsibilities

In order for Paymentus to provide the Services outlined in the Agreement, Client will co-operate with Paymentus by:

(i) Entering into (and authorizing Paymentus to do so on its behalf) all applicable merchant processing, cash management, ACH origination, or kiosk agreements, provided that Client is given notice of and approves any additional fees associated with those agreements, and providing information and consents reasonably requested in connection with the agreements.

(ii) Keeping throughout the duration of the Agreement during which direct payments via the web is activated, a bill payment link connecting to the Paymentus Platform at a prominent and mutually agreed location on Client's website. If the IVR channel is activated, the phone number for IVR payments will also be added to the web site and as an option as part of Client's general phone system.

(iii) Sharing User Adoption marketing as described in Section 5.2.

(iv) Launching the Service within 30 days of Paymentus making the system available.

(v) Dedicating sufficient and properly trained personnel to support the implementation process and its use of the Services in compliance with all laws applicable to its use of the Services.

(vi) Providing Paymentus with the file format specification currently used to post payments to the billing system to allow Paymentus to provide Client with a posting file for posting to Client's billing system.

(vii) Fully cooperating with Paymentus and securing the cooperation of its software and service providers and providing the information required to integrate with Client's billing system.

(viii) Fully cooperating with Paymentus to integrate its systems with the Paymentus Platform through the use of Paymentus' APIs to enable Client's access to the IPN, if selected.

4.7 Settlement

Paymentus together with a Paymentus Authorized Processor will forward the payment transactions, and when paid by User, the corresponding Paymentus Fee to the appropriate organizations for settlement (other than the Paymentus Fee) directly to Client's depository bank account previously designated by Client ("Client Bank Account"). When Client pays the Paymentus Fee, Paymentus will invoice Client and debit the fees from the Client Bank Account on a monthly basis.

Paymentus together with the Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and Paymentus agree to fully co-operate with each other if Paymentus were to change its settlement and invoicing processes.

4.8 Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions Client authorizes Paymentus and Paymentus Authorized Processor (and/or the respective payment organizations) to debit the Client Bank Account for the Payment Amount and Paymentus will refund to the payment organization for credit back to the User the corresponding Paymentus Fee, if any.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Chargeback Transactions for simplicity and efficiencies. Client and Paymentus agree to reasonably co-operate with each other if Paymentus requires any change to its settlement and invoicing processes for these transactions.

5 General Conditions of Services

5.1 Service Reports

Paymentus will provide Client with reports summarizing use of the Services by Users for a given reporting period.

5.2 User Adoption Communication by Client

Client will communicate the Services as a payment option to its customers wherever Client usually communicates its other payment options.

Client will make the Services known or available to its customers by different means of customer communication including a) through bills, invoices and other notices; b) if direct payments have been activated, by providing IVR and Web payment details on Client's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) if IVR payments have been activated, through Client's general

6 Indemnification and Limitation of Liability

6.1 **Paymentus Indemnification and Hold Harmless**

Paymentus agrees to defend and indemnify Client and its directors, officers or governing officials, or employees (collectively, the "Client Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Client Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand alleges that the Services provided under this Agreement infringe the intellectual property rights of the third-party.

6.2 **Client Indemnification and Hold Harmless.**

Intentionally omitted.

6.3 **Indemnification Procedure**

The indemnified party will give the indemnifying party prompt written notice of any claim for which indemnification is sought. The indemnifying party will have the right to control the defense and settlement of any claim, provided that any settlement that adversely affects the indemnified party requires the indemnified party's consent, which will not be unreasonably delayed or withheld. The indemnified party will not settle any claim without the consent of the indemnifying party, which will not be unreasonably delayed or withheld.

6.4 **Warranty Disclaimer**

Except as expressly set forth in the Agreement, Paymentus disclaims all other representations or warranties, express or implied, made to Client or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under the Agreement.

6.5 **Limitation of Liability**

Notwithstanding the foregoing, Paymentus will not be liable for any lost profits, lost savings or other special, indirect or consequential damages, even if it has been advised of or could have foreseen the possibility of these damages. In no event will Paymentus be liable for any losses or damages resulting from the acts, omissions or errors of third parties or of Client or for providing agreements, instructions or information to Users as instructed by Client. Paymentus' total liability for damages for any and all actions associated with the Agreement or the Services will in no event exceed (i) for an error or other action affecting the processing of one or more Payments, the amount of the Paymentus Fee associated with each

Payment, (ii) for other claims, the amount of the Paymentus Fee (net of direct processing and other fees paid by Paymentus) paid to Paymentus ("Net Fees") in the six (6) months before the events given rise to the claim or claims arising from the same circumstances; and (iii) in no event more than the lesser of \$1,000,000.00 or the Net Fees under the Agreement.

7 Term and Termination

7.1 **Term**

The term of the Agreement will commence on the Effective Date and continue for a period of 5 (five) years ("Initial Term") from the Launch Date.

At the end of the Initial Term, the Agreement will automatically renew for successive three (3) year periods unless either Client or Paymentus provide the other party with not less than 6 (six) months prior written notice before the automatic renewal date that it elects not to automatically renew the term of the Agreement.

7.2 **Material Breach**

A material breach of the Agreement will be cured within 90 business days ("Cure Period") after a party notifies the other of the breach. In the event the material breach has not been cured within the Cure Period, the non-breaching party can terminate the Agreement by providing the other party with a 30 business days' notice.

7.3 **Upon Termination**

Upon termination of the Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, Paymentus will cease all Services being provided hereunder unless otherwise directed agreed in writing.

8. Use by Other Localities.

8.1 The parties agree that this Master Services Agreement may be extended, with the authorization of Client, to other public entities or public agencies or institutions of the United States ("Other Public Customers") to permit their use of the Master Services Agreement at the same prices and/or discounts and terms and conditions of this Master Services Agreement. If any other public entity decides to use the Master Services Agreement, Paymentus must deal directly with that public entity concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Client acts only as the "Contracting Agent" for these public entities. It is Paymentus' responsibility to notify the public entities of the availability of this Master Services Agreement. Other public entities desiring to use this Master Agreement must make their own legal

determination as to whether the use of this Master Services Agreement is consistent with their laws, regulations, and other policies. Each public entity has the option of executing a separate contract with Paymentus. Public entities may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the Master Services Agreement's General Terms and Conditions. If, when preparing such a contract, the general terms and conditions of the public entity are unacceptable to Paymentus, Paymentus may withdraw its extension of the award to that public entity. Client shall not be held liable for any costs or damages incurred by an Other Public Customer as a result of any award extended to that Other Public Customer by Paymentus.

9 **Miscellaneous**

9.1 **Authorized Representative**

Each party will designate an individual to act as its representative, with the authority to transmit instructions and receive information. The parties may from time to time designate other individuals or change the individuals.

9.2 **Notices**

All notices of any type hereunder will be in writing and sent to the addresses indicated on the signature page, and except as otherwise provided in these Terms and Conditions will be given by certified mail or a national courier or by hand delivery.

Notices will be considered to have been given or received on the date the notice is physically received. Any party by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received.

9.3 **Interpretation**

It is the intent of the parties that no portion of the Agreement will be interpreted more harshly against either of the parties as the drafter.

9.4 **Governing Law**

The Agreement will be governed by the laws of the state of Missouri, without giving effect to any principles of conflicts of law.

9.5 **Severability**

If a word, sentence or paragraph herein is declared illegal, unenforceable, or unconstitutional, that word, sentence or paragraph will be severed from the Agreement, and the Agreement will be read as if that word, sentence or paragraph did not exist.

9.6 **Attorney's Fees.** Should any litigation arise concerning the Agreement between the parties hereto, the parties agree to bear their own costs and attorney's fees.

9.7 **Confidentiality**

Client will not for any purpose inconsistent with the Agreement disclose to any third party or use any confidential or proprietary non-public information it has obtained during the procurement process or during the term of the Agreement about Paymentus' business, including the terms of the Agreement, operations, financial condition, technology, systems, know-how, products, services, suppliers, clients, marketing data, plans, and models, and personnel. Paymentus will not for any purpose inconsistent with the Agreement or its privacy policy in effect from time to time disclose to any third party or use any confidential User information it receives in connection with its performance of the services. Paymentus understands that Client is a public governmental body pursuant to the Missouri Open Meetings and Records Act (Section 610.010 *et seq.*, RSMo) and is therefore subject to certain public records request that may contain information regarding this Agreement. Should the Client receive a public records requests that requests confidential or proprietary non-public information, the Client shall promptly notify Paymentus of the same, and provide Paymentus with an opportunity to seek an injunction prohibiting disclosure to the extent that the request is excessive. In addition, Client agrees to disclose the minimum amount of information necessary to comply with the request.

9.8 **Intellectual Property**

In order that Client may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Client a revocable, non-exclusive, royalty-free, license to use Paymentus' logo and other service marks (the "Paymentus Marks") for this purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the IVR or the Website) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the Platform and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

9.9 **Force Majeure**

Paymentus will be excused from performing the Services to the extent its performance is delayed, impaired or

rendered impossible by acts of God or other events that are beyond Paymentus' reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walk-outs, extra-ordinary losses utilities (including telecommunications services), external computer "hacker" attacks, and/or delays of common carrier.

9.10 **Entire Agreement**

The Agreement represents the entire agreement between the parties with respect to its subject matter and supersedes all prior written or oral agreements or understandings related to its subject matter and except as

provided in the Agreement may be changed only by agreements in writing signed by the authorized representatives of the parties.

9.11 **Counterparts**

The Agreement and any amendment or other document related to the Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The Agreement and any amendment or other document related to the Agreement may be signed electronically. A photographic or facsimile copy of the signature evidencing a party's execution of the Agreement will be effective as an original signature.

Paymentus

**SCHEDULE A – PAYMENTUS FEE SCHEDULE
TO THE MASTER SERVICES AGREEMENT
BETWEEN the City of Belton, MO AND PAYMENTUS**

The Services will initially consist of the those indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Check to Select the Channel	Channels	Advanced Services	Payment Methods & Channels	Paymentus Fee	Check if User Paid Fee
<input checked="" type="checkbox"/>	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit, Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants,	Please refer to Schedules A and B, on the page below.	<input type="checkbox"/>
<input type="checkbox"/>	Direct Payments (Web, IVR, Recurring, Agent Assisted)	Ebill Presentment and Customer Engagement	Credit, Debit, ACH		<input type="checkbox"/>

Schedule A – Paymentus Service Fee Schedule (Absorbed Fee)

Paymentus Service Fee charged to Client will be based on the following:

Biller Absorbed Fee Model	
1. Utility Payments Average Bill Amount: \$140.00	
Paymentus Service Fee per qualified utility rate transaction	
<input type="checkbox"/> Credit/Debit Card	\$1.68 per payment (Visa, MasterCard, Discover; and AMEX)
<input type="checkbox"/> ACH/ eCheck	\$0.60 per payment
<input type="checkbox"/> Paymentus Service Fee per Non-Qualified Transaction: 2.95%	
2. Non-Utility Payments Average Bill Amount: \$140.00	
Paymentus Service Fee:	
<input type="checkbox"/> Credit/Debit Card	2.95% of payment amount (Visa, MasterCard, Discover; and AMEX)
<input type="checkbox"/> ACH/ eCheck	\$0.60 per payment
3. Paymentus Service Fee for Reversed or Charged- back Transactions: \$9.95 per item	

NOTES:

Maximum Amount per Utility Payment is \$4,000.00. Multiple payments may be made.
 Maximum Amount per non-Utility Payment is \$4,000.00. Multiple payments may be made
 Paymentus may apply different limits per transactions for user adoption or to mitigate risks.

Schedule B – Paymentus Service Fee Schedule, Additional Services















Paymentus Service Fee charged to Client will be based on the following tables:

Paymentus Enterprise Communication Manager (ECM)	
Paymentus Enterprise Communications consists of outbound IVR (Integrated Voice Response – automated phone messaging), email, and SMS (Short Message Service – Text Messaging).	
There is no charge by Paymentus to Client for the infrastructure enabling these services.	
The fee to Client is charged on a per use basis, as follows:	
<input type="checkbox"/> Up to 4,000 monthly messages (IVR and Email) per month:	No Charge
<input type="checkbox"/> In excess of Allotted Messages per month:	
<input type="checkbox"/> \$0.15 per IVR message	
<input type="checkbox"/> \$0.05 per Email message	
<input type="checkbox"/> Implementing Client’s customization of the outbound message:	No Charge
<input type="checkbox"/> SMS Outbound Message	\$X.YZ per message (Available Upon Request)
Paymentus Encrypted Card Swipe Devices	
<input type="checkbox"/> SecureMag™ Encrypted Card Swipe Device – USB port-attached	
<input type="checkbox"/> QTY: 2	\$225.00 ea.
<input type="checkbox"/> Setup & Configuration	Devices will arrive at client site pre-configured and “ready for use”
<input type="checkbox"/> Shipping & Handling	Fee Waived

Paymentus

Delivered to	Sheila Erzen Assistant City Manager/ Finance Director City of Belton, Missouri sernzen@belton.org
Date	August 6, 2021
From:	Stan Herschorn Regional Sales Director Email sherschorn@paymentus.com Tel: (704) 445 - 5954

Paymentus Instant Payment Network (IPN™) Solution Components (✓ Indicates feature is included)

- 
Online Quick Pay
 Allow customers to view and pay bills online without having to register an account. (mobile-optimized interface)
- 
Self-Service Customer Portal
 Engage customers with a wealth of online services to enhance their total experience. View payment/consumption history. Manage paperless and autopay settings, eWallet and multiple accounts. (mobile-optimized interface)
- 
Pay-by-Email / Secure PDF eBilling
 "push" eBilling with interactive PDFs allows customers to pay directly from their email inbox.
- 
Pay-by-Text
 Review balances and make payments through SMS reminders and auto-pay features by Text.
- 
IVR / Automated Phone Payments
 Easy-to-use, rapid payment service allows customers to hear their balance and make a payment.
- 
Pay-by-Chatbot
 Integrated into all of our web channels, a fast and easy way to pay using one simple screen.
- 
eLockbox Payment Consolidator
 Consolidate third-party payment sources/files to streamline payment reconciliation.
- 
Paperless eBilling
 Email bill reminders. Opt in/out of paper bill. Historical statement summaries or PDF bill renderings.
- 
Staff Portal & Agent Dashboard
 Single sign-on access to manage the full customer experience. Administer all payment types and channels in real-time. Access decision-making analytics. Manage outbound notifications. Agent Assisted payments at the counter.
- 
Paymentus Payment Processing Services
 Level 1 PCI Compliant. Secure credit/debit/eCheck processing. Real-time data with simplified reconciliation for all payment channels and payment types.
- 
Outbound Customer Notifications
 Deliver payment reminders and other time-critical notifications by phone/text/email.
- 
PayPal, PayPal Credit, Venmo, and AmazonPay
 Add advanced payment methods for digital wallets.
- 
Voice Assistants
 Support of Alexa and voice assistants to query data from Alexa about an account and make payments.
- 
Secure Service™ Payments
 Allow staff to securely take live payments through the patented and PCI compliant call center and customer service phone solution.

PRICING DESCRIPTION & FEE MODEL *	BILLER PAY – FLAT FEE MODEL – UTILITY PAYMENTS ONLY
Setup Fees	\$0.00
Software Costs	\$0.00
Integration Costs with CIS	\$0.00
Annual Subscription	\$0.00
Annual Support Fees	\$0.00
Gateway Fees/PCI Compliance Fee	\$0.00
Credit/Debit Transaction Fees	\$1.68 per payment
eChecks –One-time payment & recurring	\$0.60 per payment
AMEX and Non-Qualified Cards	2.95% of amount paid

*We are open to a variety of pricing models and can offer additional options for your consideration.

NOTES

1. Assumes an average Utility payment amount of \$138.00 for credit/debit card payments. A maximum amount per payment is \$4,000.00. Multiple payments can be made.
2. Chargebacks and returned checks will be billed at \$9.95 each.
3. Assumes Client retains Selectron IVR. Paymentus works with Selectron via real time API integration.
4. Outbound notifications include 4,000 phone, email and text notifications per month at no charge; additional usage is invoiced at \$0.15 per phone and Text message and at \$0.05 per outbound email message.
5. SecureMag™ Encrypted Card Swipe Devices: \$225.00 ea. Fully PCI compliant devices are embedded with Paymentus firmware and ready for immediate use with the Paymentus Agent Dashboard when connected to your computer's USB port.
6. With the proposed **Bill Pay - Flat Fee Model**, there are no other processing costs or charges to the Client. All Interchange and other charges are included in the single flat fee. This eliminates the cost fluctuations that you experience when users pay with a more expensive credit card.
7. Proposal Fee includes all Paymentus professional services and training, 24x7 Support for you, daily 12-hour support for your customers (assistance with questions about their payment), integration of Paymentus with your Selectron IVR, PCI indemnification, systems and updates, etc.
8. Proposal assumes Client obtains or has obtained the Fusion and Web Enablement integration APIs from CentralSquare Technologies.

SECTION IX

G

AN ORDINANCE APPROVING A FINAL PLAT FOR MARTINWOOD ADDITION, LOT 1A & 1B, BEING A REPLAT OF LOT 3 AND THE NORTH HALF OF LOT 2 IN MARTINWOOD ADDITION, AS SPECIFIED IN THE PLAT LEGAL DESCRIPTION; THE REPLAT BEING A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE PLAT FOR RECORDING WITH THE CASS COUNTY RECORDER'S OFFICE.

WHEREAS, the Planning Commission is authorized pursuant to Section 36-35 of the Unified Development Code to review and approve, approve conditionally, or disapprove final plats within a reasonable time after submission; and

WHEREAS, the Planning Commission convened a meeting on July 19, 2021, and reviewed and recommended approval of the final plat of Martinwood Addition, Lot 1A & 1B to the City Council; and

WHEREAS, the City Council finds that this plat meets the standards for platting as set forth in the Unified Development Code and is in the best interest of the City to approve the plat for recording.

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

- Section 1.** That the City Council of the City of Belton hereby concurs with the recommendation of the Planning Commission and approves the Final Plat of Martinwood Addition, Lot 1A & 1B attached hereto as **Exhibit A** and incorporated as if fully set forth herein.
- Section 2.** The Mayor and the City Clerk are hereby authorized to sign the plat, acknowledging that the plat meets all requirements of the Unified Development Code.
- Section 3.** The plat shall be recorded at the Cass County Recorder of Deeds, and a copy kept on permanent file at the City of Belton.
- Section 4.** The final plat shall be recorded within one year of City Council approval or the approval shall be considered null and void.
- Section 5.** That this Ordinance shall take effect and be in full force from and after its passage and approval.

READ FOR THE FIRST TIME: August 24, 2021

READ FOR THE SECOND TIME AND PASSED:

Mayor Norman K. Larkey, Sr.

Approved this ___ day of _____, 2021.

Mayor Norman K. Larkey, Sr.

ATTEST:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2021, and thereafter adopted as Ordinance No. 2021-_____ of the City of Belton, Missouri, at a meeting of the City Council held on the ____ day of _____, 2021, after the second reading thereof by the following vote, to-wit:

AYES:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 24, 2021

DIVISION: Planning and Building Department

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

ITEM FOR CONSIDERATION:

Consideration of the approval of a Final Plat for the Martinwood Addition Replat of Lot 3.

PROPOSED CITY COUNCIL ACTION:

Concur with the Planning Commission recommendation of approval.

BACKGROUND:

This application was filed for a replat of Lot 3 in Martinwood Addition. Lot 3 is an existing vacant lot with dimensions of 150' x 152' for a total lot area of 22,800 square feet. The replat application was filed to create two new lots, and results in the following lot sizes:

- Lot 1A- 75' x 152'=11,400 square feet
- Lot 1B- 75' x 152'=11,400 square feet

The existing R-1 Single-Family Residence District requires a 70' x 120', 8400 square foot minimum lot size. The proposed lots exceed the 8,400 square foot minimum lot size of the R-1 District.

PROPOSED FINAL PLAT

The Final Plat meets all requirements of the Unified Development Code (UDC).

Access/Streets-No new right-of-way is dedicated with the final plat. The two proposed lots will have access from existing Harris Avenue. Right-of-way permits for driveways will be reviewed with building permit applications.

Easements-The final plat includes appropriate language for public utility easements.

General Plat Information-The plat includes all required general information including the legal description, lot numbers and dimensions, right-of-way designation, signature certificates, and surveyor credentials.

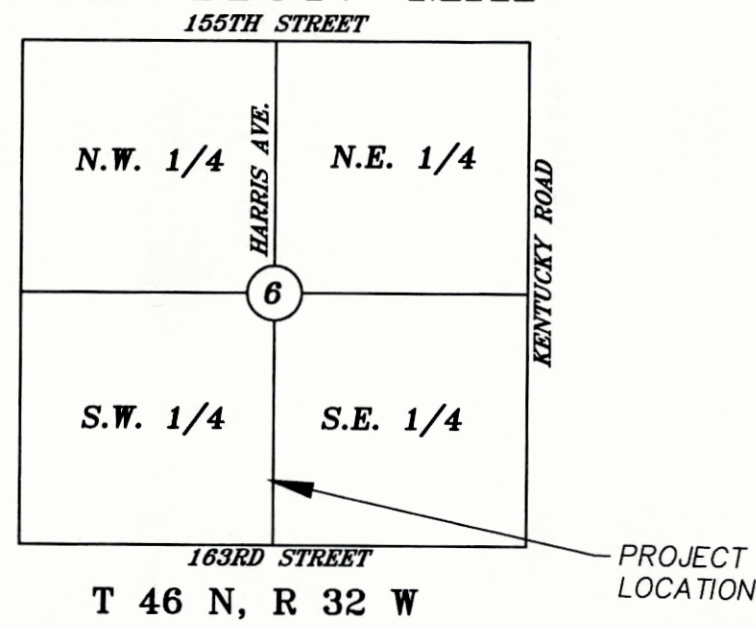
PLANNING COMMISSION RECOMMENDATION, ACTION, AND DATE:

The Planning Commission considered the request at their meeting of July 19, 2021, and recommended approval of the application for the Final Plat of Martinwood Addition Lot 3, as the plat meets all requirements of Section 36.35 of Unified Development Code.

LIST OF REFERENCE DOCUMENTS ATTACHED:

1. Ordinance
2. Final Plat
3. Location Map

SECTION MAP



FINAL PLAT
MARTINWOOD ADDITION, LOT 1A & 1B
 A Replat of Lot 3 and the North Half of 2, Martinwood Addition
 City of Belton, Cass County, Missouri

Plat Description:

The North half of Lot 2 and all of Lot 3, MARTINWOOD ADDITION, a subdivision in Belton, Cass County, Missouri, according to the recorded plat thereof.

Description prepared by Bryan F. Hill, PLS 2008016658.

Dedication:

The undersigned proprietors of the real estate described hereon have caused the same to be subdivided in the manner shown on this Plat, which Subdivision and Plat shall hereafter be known as "MARTINWOOD ADDITION, LOT 1A & 1B". It shall be a sufficient description of each lot platted hereon to be designated by the number which appears on said lot followed by the words "MARTINWOOD ADDITION, LOT 1A & 1B". The use of all lots shown on this Plat shall be subject to any and all restrictions recorded in the Office of the Recorder of Deeds in Cass County, Missouri.

An easement or license is hereby granted to the City of Belton, Cass County, Missouri, to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts and cables, etc. upon, over and under those areas outlined and designated on this plat as "Utility Easement", "U/E" or "Sewer Easement".

All easements, streets, alleys and all other public areas not previously dedicated are hereby dedicated by this Plat.

Areas designated a drainage easements shall be maintained by the property owner.

Owner's Certificate:

As owner I hereby certify that I have caused the land described on this plat to be surveyed, divided, mapped, dedicated and access rights reserved as represented on this plat.

In Witness whereof, the undersigned proprietors have hereunto set their hands this 6th day of August, 2021.

[Signature]

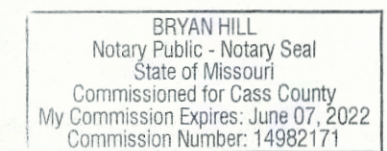
State of Missouri

County of Cass

Be it remembered that on this 6th day of August, 2021, before me, a Notary Public in and for said County and State, came Danny McConaughay, to me, personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same, in testimony whereof, I have hereunto set my hand and affixed my Notarial Seal the and and year above written.

(seal)

Notary Public *[Signature]*
 My commission expires: 6-7-22



Approved:

This plat of Martinwood Addition Lot 1A & 1B has been submitted to and approved by the Belton Planning Commission this ___ day of _____, 2021.

Signed: _____
 Chairman

Signed: _____
 Secretary

Approved:

Signed: _____
 Mayor

Date: _____

Attest: _____
 City Clerk

Entered on transfer record this ___ day of _____, 2021.

I declare that to the best of my professional knowledge and belief, this plat and survey meets the current "Missouri Standards for Property Boundary Surveys" (20 CSR 2030-16).

	SECTION 6, TWP 46 N, RANGE 32 W
	BELTON, CASS COUNTY, MISSOURI
	FINAL PLAT
Bryan F. Hill Professional Land Surveyor MO LS 2008016658	Bryan Hill, PLS 186 Elm Street Peculiar, Mo. 64078 816.739.0157

Prepared for:
 DMC Renovations, LLC
 1522 Grandshire Dr.
 Raymore, Mo 64083

NOTES:

- No Title Commitment was provided at the time of this survey, therefore all easements and encumbrances are considered unknown. Unless noted, this survey does not reflect any of the following: rights of way, easements, utility lines, rivers, streams, lakes or other storm drainage facilities, buildings or other improvements, subsurface conditions, building setback lines, restrictive covenants, subdivision restrictions, zoning or other land use regulations, and/or any other facts which a current title search may disclose.
- Accuracy Standard for this Survey is "Type Urban".
- Bearings are NAD 1983 Missouri State Plane Coordinate System West Zone per GPS observation utilizing the MoDot VRS RTK Network.

SPEAKER AVE.

HARRIS AVE. (65')

Lot 33

Lot 4

Lot 34

LOT 1A
 11,438 sq. ft.

Lot 3

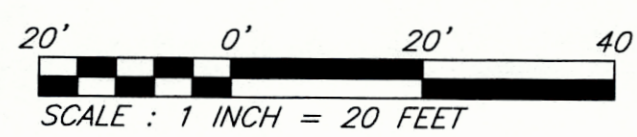
LOT 1B
 11,437 sq. ft.

Lot 2

Lot 35

Lot 36

Lot 1



LEGEND

- Set 1/2" x 18" solid rebar w/cap #PLS-2008016658 Unless otherwise noted.
- Found Monument
- B/L Building Line
- U/E Utility Easement

ArcGIS Web Map



7/16/2021, 10:07:49 AM

Aerial_MARC_2020_6in.tif Sanitary_Sewer

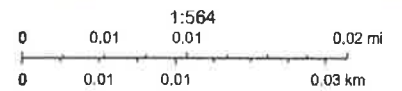
- Red: Band_1
- Green: Band_2
- Blue: Band_3

- Public
- Sanitary_Manhole

- Storm_Pipe
- Public Storm Pipe
- Water_Hydrant
- Public Hydrant

- Water_Valves
- Water_Network
- Public Water Line

- Water_Meter_Pit
- Streets
- Belton_Parcels



Maxar, Microsoft, Esri Community Maps Contributors, Kansas City, MO, County of Cass, MO, Jackson County, MO, Missouri Dept of Conservation, Missouri DNR, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA,

ArcGIS Web AppBuilder
 Maxar, Microsoft | Esri Community Maps Contributors, Kansas City, MO, County of Cass, MO, Jackson County, MO, Missouri Dept. of Conservation, Missouri DNR, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA |

SECTION IX

H

AN ORDINANCE APPROVING A SECOND AMENDMENT TO THE FIRST AMENDED AND RESTATED TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT AND THE SECOND AMENDED AND RESTATED TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BELTON, MISSOURI, AND Y BELTON, L.L.C.

WHEREAS, The City approved the Y-Belton Tax Increment Financing Redevelopment Plan by Ordinance on September 25, 2007 (the “Redevelopment Plan”).

WHEREAS, The City entered into a Tax Increment Financing Contract with Y Belton, L.L.C. (the “Developer”), dated December 19, 2007 (the “Original TIF Contract”).

WHEREAS, The City approved the First Amended and Restated Y-Belton Plaza Tax Increment Financing Plan (the “First Redevelopment Plan Amendment”) by Ordinance on December 19, 2013 (the “First Redevelopment Plan Amendment Ordinance”) and entered into a First Amended and Restated Tax Increment Financing Development Agreement (the “First Redevelopment Contract Amendment”) with the Developer on January 16, 2014, which has been amended one time.

WHEREAS, On January 20, 2016, the Developer submitted a proposed Second Amended and Restated Y-Belton Plaza Tax Increment Financing Redevelopment Plan (the “Second Redevelopment Plan Amendment”).

WHEREAS, The City Council adopted Ordinance No. 2016-46 on April 26, 2016 (the “Second Redevelopment Plan Amendment Ordinance”), approving the Second Redevelopment Plan Amendment and appointing the Developer as the developer of the Second Redevelopment Plan Amendment.

WHEREAS, The City Council adopted Ordinance No. 2016-47 on April 26, 2016 and authorized the Second Amended and Restated Tax Increment Financing Development Agreement (the “Second Redevelopment Contract Amendment”) with the Developer on May 13, 2016.

WHEREAS, The City Council adopted Ordinance No. 2019-4535 on September 24, 2019 and authorized the Amendment to the First Redevelopment Contract Amendment and the Second Redevelopment Contract Amendment to amend the First Redevelopment Contract Amendment and the Second Redevelopment Contract Amendment (the “2019 Amendment”) to extend the completion schedule for the Redevelopment Project 2, 2A and 3 for portions of the project until August 2021, December 2021, and December 2022.

WHEREAS, The Developer and the City have agreed on an extension of time to the redevelopment schedule as set out in the First Redevelopment Contract Amendment and the Second Redevelopment Contract Amendment, both as amended by the 2019 Amendment, as provided in the Second Amendment to the First Redevelopment Contract Amendment and the Second Redevelopment Contract Amendment (the “Amended Agreements”).

WHEREAS, The City Council finds that approval of the Amended Agreements provides an accommodation to the Developer as a result of the recent and current economic turmoil that exists in the development markets now.

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

Section 1. The Second Amendment to the First Redevelopment Contract Amendment and the Second Redevelopment Contract Amendment is hereby approved in substantially the form attached hereto as **Exhibit A** and the Mayor is authorized to execute the Amended Agreements on behalf of the City, with such changes therein as shall be approved by the Mayor, the Mayor’s signature thereon being conclusive evidence of his approval thereof.

Section 2. City officers and agents of the City are each hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 4. This Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor.

READ FOR THE FIRST TIME: August 24, 2021

READ FOR THE SECOND TIME AND PASSED:

Norman K. Larkey, Sr., Mayor

Approved this ____ day of _____, 2021.

Norman K. Larkey, Sr., Mayor

ATTEST:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2021, and thereafter adopted as Ordinance No. 2021-____ of the City of Belton, Missouri, at a meeting of the City Council held on the ____ day of _____, 2021, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEMBER:
NOES: COUNCILMEMBER:
ABSENT: COUNCILMEMBER:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

EXHIBIT A

**SECOND AMENDMENT TO THE FIRST REDEVELOPMENT CONTRACT AMENDMENT
AND THE SECOND REDEVELOPMENT CONTRACT AMENDMENT**

**SECOND AMENDMENT TO THE FIRST REDEVELOPMENT CONTRACT AMENDMENT
AND THE SECOND REDEVELOPMENT CONTRACT AMENDMENT**

between the

CITY OF BELTON, MISSOURI

and

Y BELTON, L.L.C.

dated as of _____, 2021

**SECOND AMENDMENT TO THE FIRST REDEVELOPMENT CONTRACT AMENDMENT
AND THE SECOND REDEVELOPMENT CONTRACT AMENDMENT**

THIS SECOND AMENDMENT TO THE FIRST REDEVELOPMENT CONTRACT AMENDMENT AND THE SECOND REDEVELOPMENT CONTRACT AMENDMENT (the “Amended Agreements”) is made and entered into as of the _____ day of _____, 2021, by and between the **CITY OF BELTON, MISSOURI**, a charter city and political subdivision of the State of Missouri (the “City”), and **Y BELTON, L.L.C.**, a Missouri limited liability company (the “Developer”).

RECITALS

1. The City approved the Y-Belton Tax Increment Financing Redevelopment Plan by Ordinance on September 25, 2007 (the “**Redevelopment Plan**”).
2. The City entered into a Tax Increment Financing Contract with Y Belton, L.L.C., dated December 19, 2007 (the “**Original TIF Contract**”).
3. The City approved the First Amended and Restated Y-Belton Plaza Tax Increment Financing Plan (the “**First Redevelopment Plan Amendment**”) by Ordinance on December 19, 2013 (the “**First Redevelopment Plan Amendment Ordinance**”) and entered into a First Amended and Restated Tax Increment Financing Development Agreement (the “**First Redevelopment Contract Amendment**”) with the Developer on January 16, 2014, which has been amended one time.
4. On January 20, 2016, the Developer submitted a proposed Second Amended and Restated Y-Belton Plaza Tax Increment Financing Redevelopment Plan (the “**Second Redevelopment Plan Amendment**”).
5. The City Council adopted Ordinance No. 2016-46 on April 26, 2016 (the “**Second Redevelopment Plan Amendment Ordinance**”), approving the Second Redevelopment Plan Amendment and appointing the Developer as the developer of the Second Redevelopment Plan Amendment.
6. The City Council adopted Ordinance No. 2016-47 on April 26, 2016 and authorized the Second Amended and Restated Tax Increment Financing Development Agreement (the “**Second Redevelopment Contract Amendment**”) with the Developer on May 13, 2016.
7. The City Council adopted Ordinance No. 2019-4535 on September 24, 2019 and authorized the Amendment to the First Redevelopment Contract Amendment and the Second Redevelopment Contract Amendment to amend the First Redevelopment Contract Amendment and the Second Redevelopment Contract Amendment (the “**2019 Amendment**”) to extend the completion schedule for the Redevelopment Project 2, 2A and 3 for portions of the project until August 2021, December 2021 and December 2022.
8. The Developer and the City have agreed on an extension of time to the redevelopment schedule as set out in the First Redevelopment Contract Amendment and the Second Redevelopment Contract Amendment, both as amended by the 2019 Amendment, as provided in this Amended Agreements.
9. The City Council finds that approval of the Amended Agreements provides an accommodation to the Developer as a result of the recent and current economic turmoil that exists in the development markets now.

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

1. **Revision of the First Redevelopment Contract Amendment and the Second Redevelopment Contract Amendment, as amended.** **Exhibit E** to the First Redevelopment Contract Amendment and **Exhibit E** of the Second Redevelopment Contract Amendment are hereby deleted in their entirety and replaced with the **Exhibit A** attached to this Amended Agreements. If a Certificate of Substantial Completion is not issued with respect to the redevelopment project by the dates and for the parcels as provided on the **Exhibit A** (the “Outside Completion Date”), City may require Developer to appear before the Council to show cause why the contracts and the Plan shall not be terminated in accordance with **Article VIII** of the First Redevelopment Contract Amendment and the Second Redevelopment Contract Amendment, and to meet with representatives of the City regarding changes that should be made for the marketing and development of the property within the redevelopment area. 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 discretion, subject to the terms and provisions of **Article VIII**.
2. **Miscellaneous.** Except as amended hereby, the First Redevelopment Contract Amendment and the Second Redevelopment Contract Amendment remain in full force and effect. This Amended Agreements may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

[Remainder of page left intentionally blank. Signature pages immediately follow]

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

CITY:

THE CITY OF BELTON, MISSOURI, a municipal corporation

By: _____

Print Name: Norman K. Larkey, Sr.

Title: Mayor

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

By: _____

Print Name: _____

Title: _____

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

On this ___ day of _____, 2021, before me, personally appeared Norman K. Larkey, Sr., to me known, who being by me duly sworn, did say that he is the Mayor 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 _____ County and State of Missouri

My Commission Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2021, 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 that he is the _____ of Y Belton, 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 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

PROJECT SCHEDULE

Redevelopment Project 1

<u>Lot</u>	<u>Estimated Completion Date</u>
1	December 2014
2	December 2014
3	December 2014
4	June 2015
5 (Hotel Lot)	December 2023
6	June 2015

Redevelopment Project 2 and 2A

<u>Lot</u>	<u>Estimated Completion Date</u>
1	December 2016
2	December 2023
3	December 2023
4	December 2018
5	December 2023
6	December 2023
7	December 2023
8	December 2023
A	December 2023
G	December 2023

Redevelopment Project 3

<u>Phase</u>	<u>Estimated Completion Date</u>
1	December 2023
2	December 2023



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 24, 2021

DIVISION: Economic Development

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

TOPIC:

An Ordinance approving a Second Amendment to the First Amended and Restated Tax Increment Financing Redevelopment Agreement and the Second Amended and Restated Tax Increment Financing Redevelopment Agreement by and between the City of Belton, Missouri, and Y Belton, LLC.

BACKGROUND:

The Y Belton Plaza TIF is comprised of three Project Areas. The current Redevelopment Schedule states construction completion dates for:

- Project Area 1, lot 5 - by August 2022,
- Project Area 2 & 2A - by August 2021, and
- Project Area 3, Phase 1 - December 2021 and Phase 2 - December 2022.

This Ordinance will amend the construction completion date for all phases to December 2023.

STAFF RECOMMENDATION:

Due to the impact of COVID-19 on the retail industry, the nationwide supply chain disruption and historically high construction material prices, staff recommends approval of the Ordinance.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance
- Y Belton Plaza TIF Project Areas Map



Y Belton Plaza TIF



- Y Belton Plaza TIF - Project Area 1
- Y Belton Plaza TIF - Project Area 2
- Y Belton Plaza TIF - Project Area 2A
- Y Belton Plaza TIF - Project Area 3

