



**Agenda of the Belton City Council
Work Session & Regular Electronic Meeting**

April 28, 2020 – 6:00 p.m.

<https://www.belton.org/watch>

Members of the public may observe and attend the meeting at the URL location above.

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
 - A. Firework Sales Permits

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- III. ADJOURN WORK SESSION
- IV. CALL REGULAR MEETING TO ORDER
- V. PLEDGE OF ALLEGIANCE – Mayor Davis
- VI. ROLL CALL
- VII. 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 April 21, 2020, Special Electronic Meeting.**

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- B. Motion approving Resolution R2020-17
A resolution authorizing and directing the Custodian of Records of the City of Belton, Missouri to destroy certain records that have exceeded the retention requirements as set forth by the State of Missouri.

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C. Motion approving Resolution R2020-18

A resolution approving the engagement of Troutt, Beeman and Company to audit the city financial records for Fiscal Year 2020.

This resolution will allow the Finance Director to sign the required audit engagement letter needed for Troutt, Beeman & Company to complete the City's Annual Independent Financial Statement Audit and the City's Single Audit (OMB-133) for the year ended March 31, 2020. This engagement, competitively bid, is a total cost of \$61,000 is included in the FY2021 budget.

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D. Motion approving Resolution R2020-19

A resolution approving Task Agreement 2020-1 with Olsson to perform final design of stormwater improvements for the Hargis Lake Stormwater Improvements Project in the amount of \$331,930.00.

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VIII. PERSONAL APPEARANCES

IX. ORDINANCES

A. Motion approving both readings of Bill No. 2020-23

An ordinance approving a Development and Maintenance Agreement for Shady Lane, a Planned Unit Development in the City of Belton, Cass County, Missouri.

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B. Motion approving the first reading of Bill No. 2020-24

An ordinance authorizing and directing the Mayor to execute the Third Amendment to the Tax Increment Financing contract between the City of Belton, Missouri and Menard, Inc. for implementation of the Southtowne Tax Increment Financing Redevelopment Plan, as amended.

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X. RESOLUTIONS

XI. CITY COUNCIL LIAISON REPORTS

XII. MAYOR'S COMMUNICATIONS

XIII. CITY MANAGER'S REPORT

May/June 2020 meetings

5/12 work session & regular meeting – 6:00 p.m.

5/26 work session & regular meeting – 6:00 p.m.

6/09 work session & regular meeting – 6:00 p.m.

6/23 work session & regular meeting – 6:00 p.m.

XIV. OTHER BUSINESS

- XV. Motion to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; 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 II

A



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: April 28, 2020

DIVISION: Fire, Community Development, and Law

COUNCIL: ☐ Regular Meeting ☒ Work Session ☐ Special Session

<input 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 checked="" type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

At the April 21, 2020 City Council meeting, Councilmember Ryan Finn requested that City Staff research the current population of Belton so as to possibly interpret Chapter 16-2 of the City of Belton UDC (the “**Fireworks Licenses for Storage, Sale Provision**”) to authorize the issuance of a sixth permit for the storage and sale of fireworks within the City. After consultation with the Fire Department, Community Development Department, and the United States Census Bureau it is unlikely that the population of the City of Belton is at or above 24,000.

Since the Fireworks Licenses for Storage, Sale Provision does not direct City Staff to use any set population measurement standard (whether that be the decennial United States Census, the United States Census Bureau biannual population estimate, or some other standard), it was incumbent upon City Staff to develop their own population measurement standard to ascertain a current, estimated population for the City. The population measurement standard developed by City Staff takes the United States Census Bureau’s biannual population estimate and adds the number of certificates of occupancy issued since the date of the biannual population estimate, multiplied by the size of the average household in the United States (2.52 people per household). The population standard employed by City Staff additionally makes three assumptions:

1. that the average household size in the City is the same as the United States average;
2. that each single-family home and unit in a multi-family structure is occupied by a household of average size; and
3. that there has been no out-migration since the biannual population estimate.

Based on the biannual population estimate completed by the United States Census Bureau, the City’s population was 23,598 as of July 1, 2018. Since July 1, 2018, the Community Development Department issued 87 certificates of occupancy for single-family homes and units in multi-family structures. Making the assumptions stated above and utilizing the City Staff’s population standard, the City’s current, estimated population is 23, 817, which is 183 residents below the 24,000-threshold necessary to issue a sixth permit for the storage and sale of fireworks.

After reviewing the currently available data, City Staff offers the following recommendations:

1. No additional permit for the storage and sale of fireworks should be issued due to the current estimated City population not meeting the requirements set within Chapter 16-2 of the City of Belton UDC.
2. City Staff will review population estimates each March in order to coordinate the additional permit once the required 4,000 population has been reached.

LIST OF REFERENCE DOCUMENTS ATTACHED:

U.S. Census Bureau QuickFacts: Belton, Missouri ⁵

Table HH-4: Historical Households Tables, U.S. Census Bureau QuickFacts

The 2020 Census is Happening Now. Respond Today.

QuickFacts

Belton city, Missouri

QuickFacts provides statistics for all states and counties, and for cities and towns with a *population of 5,000 or more*.

Table

PEOPLE

Population

Population estimates, July 1, 2019, (V2019)	NA
Population estimates, July 1, 2018, (V2018)	23,598
Population estimates base, April 1, 2010, (V2019)	NA
Population estimates base, April 1, 2010, (V2018)	23,090
Population, percent change - April 1, 2010 (estimates base) to July 1, 2019, (V2019)	NA
Population, percent change - April 1, 2010 (estimates base) to July 1, 2018, (V2018)	2.2%
Population, Census, April 1, 2010	23,118

Age and Sex

Persons under 5 years, percent	▲ 4.6%
Persons under 18 years, percent	▲ 25.9%
Persons 65 years and over, percent	▲ 14.0%
Female persons, percent	▲ 50.5%

Race and Hispanic Origin

White alone, percent	▲ 90.3%
Black or African American alone, percent (a)	▲ 2.7%
American Indian and Alaska Native alone, percent (a)	▲ 0.5%
Asian alone, percent (a)	▲ 1.4%
Native Hawaiian and Other Pacific Islander alone, percent (a)	▲ 0.0%
Two or More Races, percent	▲ 3.5%
Hispanic or Latino, percent (b)	▲ 8.2%
White alone, not Hispanic or Latino, percent	▲ 84.7%

Population Characteristics

Veterans, 2014-2018	2,204
Foreign born persons, percent, 2014-2018	3.8%

Housing

Housing units, July 1, 2018, (V2018)	X
Owner-occupied housing unit rate, 2014-2018	65.4%
Median value of owner-occupied housing units, 2014-2018	\$131,000
Median selected monthly owner costs -with a mortgage, 2014-2018	\$1,209
Median selected monthly owner costs -without a mortgage, 2014-2018	\$471
Median gross rent, 2014-2018	\$1,013
Building permits, 2018	X

Families & Living Arrangements

Households, 2014-2018	8,896
Persons per household, 2014-2018	2.61
Living in same house 1 year ago, percent of persons age 1 year+, 2014-2018	81.8%
Language other than English spoken at home, percent of persons age 5 years+, 2014-2018	8.2%

Computer and Internet Use

Households with a computer, percent, 2014-2018	92.9%
Households with a broadband Internet subscription, percent, 2014-2018	84.1%

Education

High school graduate or higher, percent of persons age 25 years+, 2014-2018	89.6%
Bachelor's degree or higher, percent of persons age 25 years+, 2014-2018	19.3%

Health

With a disability, under age 65 years, percent, 2014-2018	11.1%
Persons without health insurance, under age 65 years, percent	▲ 11.1%

All Topics

Economy

Population estimates, July 1, 2018, (V2018)

In civilian labor force, total, percent of population age 16 years+, 2014-2018	69.7%
In civilian labor force, female, percent of population age 16 years+, 2014-2018	63.4%
Total accommodation and food services sales, 2012 (\$1,000) (c)	42,555
Total health care and social assistance receipts/revenue, 2012 (\$1,000) (c)	D
Total manufacturers shipments, 2012 (\$1,000) (c)	86,423
Total merchant wholesaler sales, 2012 (\$1,000) (c)	78,910
Total retail sales, 2012 (\$1,000) (c)	306,660
Total retail sales per capita, 2012 (c)	\$13,193

Transportation

Mean travel time to work (minutes), workers age 18 years+, 2014-2018	25.3
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Income & Poverty

Median household income (in 2018 dollars), 2014-2018	\$63,321
Per capita income in past 12 months (in 2018 dollars), 2014-2018	\$26,899
Persons in poverty, percent	▲ 9.6%



BUSINESSES

Businesses

Total employer establishments, 2017	X
Total employment, 2017	X
Total annual payroll, 2017 (\$1,000)	X
Total employment, percent change, 2016-2017	X
Total nonemployer establishments, 2017	X
All firms, 2012	1,459
Men-owned firms, 2012	754
Women-owned firms, 2012	436
Minority-owned firms, 2012	110
Nonminority-owned firms, 2012	1,251
Veteran-owned firms, 2012	184
Nonveteran-owned firms, 2012	1,175



GEOGRAPHY

Geography

Population per square mile, 2010	1,622.6
Land area in square miles, 2010	14.25
FIPS Code	2904384

Value Notes

Population estimates, July 1, 2018, (V2018)

Estimates are not comparable to other geographic levels due to methodology differences that may exist between different data sources.

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info icon to the row in TABLE view to learn about sampling error.

The vintage year (e.g., V2019) refers to the final year of the series (2010 thru 2019). Different vintage years of estimates are not comparable.

Fact Notes

- (a) Includes persons reporting only one race
- (b) Hispanics may be of any race, so also are included in applicable race categories
- (c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data

Value Flags

- Either no or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest or upper interval of the open ended distribution.
- D Suppressed to avoid disclosure of confidential information
- F Fewer than 25 firms
- FN Footnote on this item in place of data
- N Data for this geographic area cannot be displayed because the number of sample cases is too small.
- NA Not available
- S Suppressed; does not meet publication standards
- X Not applicable
- Z Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and Poverty Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

ABOUT US

- Help for Survey Participants
- FAQs
- Director's Corner
- Regional Offices
- History
- Research
- Scientific Integrity
- Census Careers
- Business Opportunities
- Congressional and Intergovernmental
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FIND DATA

- QuickFacts
- Explore Census Data
- 2020 Census
- 2010 Census
- Economic Census
- Interactive Maps
- Training & Workshops
- Data Tools
- Developers
- Publications

BUSINESS & ECONOMY

- Help With Your Forms
- Economic Indicators
- Economic Census
- E-Stats
- International Trade
- Export Codes
- NAICS
- Governments
- Longitudinal Employer-Household Dynamics (LEHD)
- Survey of Business Owners

PEOPLE & HOUSEHOLDS

- 2020 Census
- 2010 Census
- American Community Survey
- Income
- Poverty
- Population Estimates
- Population Projections
- Health Insurance
- Housing
- International
- Genealogy

SPECIAL TOPICS

- Advisors, Centers and Research Programs
- Statistics in Schools
- Tribal Resources (AIAN)
- Emergency Preparedness
- Special Census Program
- Data Linkage Infrastructure
- Fraudulent Activity & Scams
- USA.gov

NEWSROOM

- News Releases
- Release Schedule
- Facts for Features
- Stats for Stories
- Blogs

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No search results.

HH-4. Households by Size: 1960 to Present

(Numbers in thousands, except for averages)

For more information about ASEC, including the source and accuracy statement, see the technical documentation accessible at: <https://www.census.gov/programs-surveys/cps/technical-documentation/complete.html>

Year	All households	Number of people							Average number of people per household
		One	Two	Three	Four	Five	Six	Seven or more	
2019	128,579	36,479	44,373	19,374	16,413	7,429	2,909	1,602	2.52
2018	127,586	35,740	44,038	19,333	16,468	7,442	2,851	1,714	2.53
2017	126,224	35,252	43,509	19,509	16,212	7,319	2,798	1,624	2.54
2016	125,819	35,388	42,785	19,423	16,267	7,548	2,813	1,596	2.53
2015	124,587	34,866	41,881	19,309	16,464	7,517	2,820	1,729	2.54
2014 ^s	123,229	34,185	41,589	19,369	16,244	7,454	2,774	1,614	2.54
2013	122,459	33,570	41,503	19,283	16,361	7,425	2,735	1,581	2.54
2012	121,084	33,188	40,983	19,241	16,049	7,271	2,734	1,617	2.55
2011 ^r	119,927	33,020	40,136	18,717	16,049	7,448	2,820	1,738	2.56
2011	118,682	32,723	39,718	18,529	15,910	7,346	2,773	1,684	2.58
2010	117,538	31,399	39,487	18,638	16,122	7,367	2,784	1,740	2.59
2009	117,181	31,657	39,242	18,606	16,099	7,406	2,640	1,529	2.57
2008	116,783	32,167	38,737	18,522	15,865	7,332	2,694	1,467	2.56
2007	116,011	31,132	38,580	18,808	16,172	7,202	2,702	1,415	2.56
2006	114,384	30,453	37,775	18,924	15,998	7,306	2,562	1,366	2.57
2005	113,343	30,137	37,446	18,285	16,382	7,166	2,497	1,430	2.57
2004	112,000	29,586	37,366	17,968	16,066	7,150	2,476	1,388	2.57
2003	111,278	29,431	37,078	17,889	15,967	7,029	2,521	1,364	2.57
2002	109,297	28,775	36,240	17,742	15,794	6,948	2,438	1,360	2.58
2001	108,209	28,207	35,917	17,444	15,692	6,978	2,555	1,415	2.58
2000	104,705	26,724	34,666	17,172	15,309	6,981	2,445	1,428	2.62
1999	103,874	26,606	34,262	17,386	15,030	6,962	2,367	1,261	2.61
1998	102,528	26,327	32,965	17,331	15,358	7,048	2,232	1,267	2.62
1997	101,018	25,402	32,736	17,065	15,396	6,774	2,311	1,334	2.64
1996	99,627	24,900	32,526	16,724	15,118	6,631	2,357	1,372	2.65
1995	98,990	24,732	31,834	16,827	15,321	6,616	2,279	1,382	2.65
1994	97,107	23,611	31,211	16,898	15,073	6,749	2,186	1,379	2.67
1993 ^r	96,426	23,558	31,041	16,964	14,997	6,404	2,217	1,244	2.66
1993	96,391	23,642	31,175	16,895	14,926	6,357	2,180	1,215	2.63

Year	All households	Number of people							Average number of people per household
		One	Two	Three	Four	Five	Six	Seven or more	
1992	95,669	23,974	30,734	16,398	14,710	6,389	2,126	1,338	2.62
1991	94,312	23,590	30,181	16,082	14,556	6,206	2,237	1,459	2.63
1990	93,347	22,999	30,114	16,128	14,456	6,213	2,143	1,295	2.63
1989	92,830	22,708	29,976	16,276	14,550	6,232	2,003	1,084	2.62
1988	91,066	21,889	29,295	16,163	14,143	6,081	2,176	1,320	2.64
1987	89,479	21,128	28,602	16,159	13,984	6,162	2,176	1,268	2.66
1986	88,458	21,178	27,732	16,088	13,774	6,276	2,138	1,272	2.67
1985	86,789	20,602	27,389	15,465	13,631	6,108	2,299	1,296	2.69
1984	85,407	19,954	26,890	15,134	13,593	6,070	2,372	1,394	2.71
1983	83,918	19,250	26,439	14,793	13,303	6,105	2,460	1,568	2.73
1982	83,527	19,354	26,486	14,617	12,868	6,103	2,480	1,619	2.72
1981	82,368	18,936	25,787	14,569	12,768	6,117	2,549	1,643	2.73
1980	80,776	18,296	25,327	14,130	12,666	6,059	2,519	1,778	2.76
1979	77,330	17,201	23,928	13,392	12,274	6,187	2,573	1,774	2.78
1978	76,030	16,715	23,334	13,040	11,955	6,356	2,723	1,906	2.81
1977	74,142	15,532	22,775	12,794	11,630	6,285	2,864	2,263	2.86
1976	72,867	14,983	22,321	12,520	11,407	6,268	3,001	2,367	2.89
1975	71,120	13,939	21,753	12,384	11,103	6,399	3,059	2,484	2.94
1974	69,859	13,368	21,495	11,913	10,900	6,469	3,063	2,651	2.97
1973	68,251	12,635	20,632	11,804	10,739	6,426	3,245	2,769	3.01
1972	66,676	12,189	19,482	11,542	10,679	6,431	3,374	2,979	3.06
1971	64,778	11,446	18,892	11,071	10,059	6,640	3,435	3,234	3.11
1970	63,401	10,851	18,333	10,949	9,991	6,548	3,534	3,195	3.14
1969	62,214	10,401	18,034	10,769	9,778	6,387	3,557	3,288	3.19
1968	60,813	9,802	17,377	10,577	9,623	6,319	3,627	3,488	3.23
1967	59,236	9,200	16,770	10,403	9,559	6,276	3,491	3,550	3.28
1966	58,406	9,093	16,679	9,993	9,465	6,257	3,465	3,465	3.30
1965	57,436	8,631	16,119	10,263	9,269	6,313	3,327	3,514	3.31
1964	56,149	7,821	15,622	10,034	9,565	6,328	3,373	3,405	3.33
1963	55,270	7,501	15,279	9,989	9,445	6,240	3,473	3,342	3.33
1962	54,764	7,473	15,461	10,077	9,347	6,016	3,368	3,022	3.31
1961	53,557	7,112	15,185	9,780	9,390	6,052	3,085	2,953	3.36
1960	52,799	6,917	14,678	9,979	9,293	6,072	3,010	2,851	3.33

Source: U.S. Census Bureau, Current Population Survey, March and Annual Social and Economic Supplements.

selected to receive the improved set of health insurance coverage items. The improved income questions were implemented using a split panel design. Approximately 68,000 addresses were selected to receive a set of income questions similar to those used in the 2013 CPS ASEC. The remaining 30,000 addresses were selected to receive the redesigned income questions. The source of data for this table is the CPS ASEC sample of 98,000 addresses.

Note: This table uses the householder's person weight to describe characteristics of people living in households. As a result, estimates of the number of households do not match estimates of housing units from the Housing Vacancy Survey (HVS). The HVS is weighted to housing units, rather than the population, in order to more accurately estimate the number of occupied and vacant housing units. If you are primarily interested in housing inventory estimates, then see the published tables and reports here: <http://www.census.gov/housing/hvs/>. If you are primarily interested in characteristics about the population and people who live in households, then see the H table series and reports here: <http://www.census.gov/hhes/families/data/cps.html>.

FOR FURTHER INFORMATION contact:
Fertility and Family Statistics Branch
301-763-2416

Internet Release Date: November 2019

Belton Firework Sales

History

Prior to 2010, Belton had numerous for-profit firework sales locations throughout the City, including several in the same location (parking lots). In December 2010, the Planning Commission held a public hearing regarding changes to fireworks regulations in the UDC. The proposed changes included regulating the number of firework sales permits based on population. There were no public comments at the public hearing.

Census

In January 2011, the City Council approved ordinance 2011-3681, amending Chapter 33 of the 2006 International Fire Code regarding possession, sale and use of fireworks. This amendment included regulating the number of permits based on population. The population number was based upon Census information.

Based upon the 2010 and even the current 2018 Census data, the City of Belton has 5 firework sales permits.

- 2010 Census shows the population in Belton, Missouri was 23,116
- 2018 Census shows the population estimate for Belton, Missouri was 23,598

Potentially, the 2020 Census will provide the required population of 24,000 to allow the City to add another firework sales permit. In this event, any duly recognized organization, as defined in the UDC, could receive the additional City permit.

Permit Eligibility

UDC Chapter 16-2, Section 5609.3

"Not more than 1 license for the storage or sale of fireworks shall be issued per 4,000 population; provided that the duly recognized organization as defined in this section* holding a permit for the year 2010 shall be entitle to apply for and receive a license irrespective of the population limit so long as application is submitted annually."

**duly recognized Belton civic organization, service club, charitable organization or church organization. Charitable organizations, church organizations, and affiliated institutions such as schools benefitting from such organization's fireworks sales shall be located in and operate in Belton to be duly recognized.*

Sec. 16-2. - Amendments to and deletions from the International Fire Code.

The International Fire Code is amended as follows:

Create and insert a new section 5609 as follows:

5609 Fireworks Sales and Use.

5609.1 Definition. For the purposes of this section, Fireworks (formerly known as Class C, Common Fireworks) shall mean any composition or device for the purpose of producing a visible or audible effect for entertainment purposes by combustion, deflagration, or detonation which are classified as fireworks UN 0336, 1.4G by the United States Department of Transportation and the United States Consumer Product Safety Commission as set forth in CPSC 16 CFR parts 1500 and 1507.

5609.2 Storage and sale of fireworks. It shall be unlawful for any person, firm, organization or corporation to store, or to offer for sale fireworks of any type within the corporate limits of the City of Belton, provided however, that the city manager or his or her duly designated agent may issue sale permits in accordance with the provisions hereof to any duly recognized Belton civic organization, service club, charitable organization or church organization allowing the storage and sale of certain fireworks as provided herein for a period not exceeding seven days prior to and including July 4 of each year. Charitable organizations, church organizations and affiliated institutions such as schools benefitting from such organization's fireworks sales shall be located in and operate in Belton to be duly recognized. No more than one license shall be issued to each duly recognized organization. No license shall authorize fireworks sales at more than one site. Such license period shall begin no earlier than 8:00 a.m. on June 28 and end no later than midnight, July 4th of the year in which the permit is issued. No sales shall take place between the hours of midnight and 8:00 a.m. during the license period.

5609.3 Licenses for storage, sale. Any person, firm, organization or corporation as defined above, who fails to make application for a permit or license to store or sell fireworks with the fire prevention bureau of the fire department by the 1st day of June of the year in which such permit or license is desired, may be denied a permit. After approval by the fire prevention bureau of the fire department, the applicant may be issued a permit upon payment of a fee as established in the Unified Development Code Appendix A for each site location from which fireworks shall be offered for sale. Said payment shall be made to the City of Belton.

The application shall state the name of the organization, location of the sales site, type of structure from which sales are to be made, type of fire protection proposed and names of owners of adjoining property within a 300-foot radius of the sale site and other information required for the application for a "temporary use" as defined in the City of Belton Unified Development Code. Before any permit is granted the applicant shall file with the fire prevention bureau of the fire department a certificate of insurance showing the existence of a current policy of liability insurance for the operation of such enterprise, with face amount of said policy being not less than \$200,000.00 for the injury or death of more than one person, plus \$1,000,000.00 for property damage resulting from such enterprise.

Not more than one license for the storage or sale of fireworks shall be issued per 4,000 population; provided, that the duly recognized organization as defined in this section holding a permit for the year 2010 shall be entitled to apply for and receive a license irrespective of the population limit so long as application is submitted annually. Should the organization choose not to resubmit in any year, then

should the applicant submit in a subsequent year, the application will be subject to the population limits set forth herein.

Before any applicant meeting all of the qualifications of this section is granted a license for storage and sale of fireworks, the applicant or their authorized representative must attend a mandatory safety meeting. The purpose of this meeting is to review current City of Belton fireworks regulations, dates, times and other safety information. The date(s) and location(s) of the safety meeting will be included in the application packet provided to each potential license holder.

5609.4 Sale site. All sale sites shall be on private property and all applicants must provide, prior to receipt of permit or license, written statements from the owner of said property, or a duly authorized agent, that the organization has the permission to use the property for the purpose of the display and sale of fireworks.

5609.5 License not transferable; personnel at sale site. Each and every permit approved and issued under the provisions of this section shall be restricted solely to the organization to which same is issued and nontransferable to any other organization or person. Additionally any such permit shall be valid only for the location specified thereon. Sale of fireworks or operation of a site by any organization or individuals who are not members of the permittee shall void the permit and cause forfeiture of the permit fee. Any application disapproved by the city manager or his or her duly designated agent shall be returned to the applicant along with the fee deposited.

5609.6 Seller to display sign. Each sales site for which a license for storage or sale has been issued shall post a sign in a prominent location stating:

"SHOOTING OF FIREWORKS IS PROHIBITED ON CITY STREETS, IN PARKS AND OTHER PUBLIC PROPERTY FIREWORKS MAY ONLY BE DISCHARGED FROM 10:00 AM - 10:00 PM JUNE 28TH - JULY 4TH (MIDNIGHT ON THE 4TH). POSSESSION OR DISCHARGE OF BOTTLEROCKETS, SKYROCKETS OR ROMAN CANDLES IS PROHIBITED IN THE CITY OF BELTON."

Each sign shall be weather-resistant with lettering at least two inches high that contrast with their background.

5609.7 Use and sale of Class C fireworks, with the exception of bottle rockets, sky rockets and Roman candles. Notwithstanding any other provisions of this section, the city council grants permission for the limited sale and use of fireworks, with the exception of those fireworks devices commonly referred to as bottle rockets, sky rockets and Roman candles, whose possession, sale, use and discharge of said enumerated items being hereby prohibited. Such use and sale shall be governed by the following regulations:

1. It shall be unlawful for any person to throw or place any fireworks, including pyrotechnic devices, in such manner that explosion of same will likely endanger or cause injury or damage to any person or property.
2. The use of such fireworks shall be restricted to the period from 10:00 a.m. June 28th to midnight July 4th of each year.

3. No fireworks may be exploded between the hours of 10:00 p.m. and 10:00 a.m. except for Sundays, at which time the morning period of restriction shall be extended to 12:00 noon. Fireworks may be discharged in accordance with all other regulations until midnight, July 4th.

4. No fireworks shall be exploded during the hours of any religious service in the vicinity where such services are being conducted.

5. Throwing or discharging fireworks from a moving vehicle of any type is prohibited.

6. Throwing or discharging of fireworks on any public property, including streets and parks, is prohibited.

5609.8 Safety precautions. No fireworks may be sold without a license as described in section 5609.3. The license must be displayed in such a manner as readily visible from the check out area of the sales location. In addition, the following safety regulations must be met and maintained throughout the license period:

1. Unless specified otherwise, licensees shall comply with all provisions of the City of Belton Code of Ordinances, the adopted fire and building codes, zoning regulations, and all other regulations of the City of Belton and the State of Missouri. Where there exists a conflict, the most stringent regulation shall apply.

2. Each licensee shall keep and maintain at least two, minimum 2-A rated fire extinguishers mounted in an accessible location, in plain view, near a path of travel one of which shall be a pressurized water type. The maximum travel distance to a fire extinguisher shall be 35 feet.

3. No smoking or carrying of a lighted pipe, cigar, cigarette, or similar material is permitted in the sales area or within 50 feet thereof. Licensees must provide an approved receptacle for the safe disposal of smoking materials outside of the restricted area.

4. It shall be unlawful to sell or to offer for sale fireworks to any intoxicated or irresponsible person.

5. The fire prevention bureau of the fire department is authorized to take, remove or cause to be removed, at the expense of the owner all stocks of fireworks offered or exposed for sale, held, used or handled in violation of this section.

6. No hay, straw, shavings or similar combustible material that have not been treated to make them flame retardant shall be permitted within the fireworks sales location. Failure to meet or maintain any of the provisions of this section shall void the permit and cause forfeiture of the permit fee.

7. Licensees shall permit authorized inspections of their sales and storage areas prior to and during the license period.

(UDC 2010, §§ 4.3, 4.16; Ord. No. 94-2286, § 4, 12-14-1994; Ord. No. 99-2607, § 3, 3-9-1999; Ord. No. 00-2682, § 1, 1-25-2000; Ord. No. 2002-2932, § 1, 10-22-2002; Ord. No. 2007-3354, § 1, 6-12-2007; Ord. No. 2008-3494, § 1, 10-29-2008; Ord. No. 2011-3681, § 3, 1-11-2011; Ord. No. 2012-3869, §§ 2, 3, 12-11-2012, eff. 4-1-2013; Ord. No. 2015-4098, § 1, 5-12-2015)

United States Census QuickFacts

<https://www.census.gov/quickfacts/fact/table/beltoncitymissouri/PST045219>

QuickFacts provides statistics for all states and counties, and for cities and towns with a **population of 5,000 or more**.

Belton, Missouri	
Population estimates, July 1, 2018, (V2018)	23,598
Population estimates base, April 1, 2010, (V2018)	23,090
Population, percent change - April 1, 2010 (estimates base) to July 1, 2018, (V2018)	2.2%
Population, Census, April 1, 2010	23,116

SECTION VII

A

Minutes of the Belton City Council
Special Electronic Meeting
<https://www.belton.org/watch>
April 21, 2020

Mayor Davis called the work session electronic meeting to order at 6:02 p.m.

Councilmember Finn said he's aware of several other non-profits that are interested in fireworks stands in the city limits of Belton. Right now, our code only allows for five permits (based upon population). With the projected 2020 census numbers, we will be adding a 6th permit next year. Councilmember Finn is proposing to add the 6th permit now. Councilmember Peek said she is not in favor of more fireworks stands in Belton. Councilmember Clark said he is in favor of adding the 6th permit now since we are close to the 24,000 projected census number. Fire Chief John Sapp said the Fire Marshal and the fire department need a definitive way to regulate the number of fireworks stands. Right now, our code says one permit for every 4,000 residents based on the last census. June 1 is the deadline for non-profits to turn in their fireworks permit applications. Councilmember Trutzel said we need to use official census numbers, not estimates. Councilmember Peek said we need to continue to follow our code and wait for the official census number to come out. Councilmember Finn asked for this item to be placed on the April 28, 2020 City Council agenda as a motion to allow a 6th fireworks permit based upon the unofficial census number of 2018 and the anticipated growth rate of 2010-2020. At this time, he's not asking to amend the code.

Being no further business, Mayor Davis adjourned the work session at 6:19 p.m. and called the special electronic meeting to order.

Mayor Davis led the Pledge of Allegiance to the Flag.

Councilmembers present via videoconference: Mayor Davis, Tim Savage, Gary Lathrop, Chet Trutzel, Dean VanWinkle, Dave Clark, Ryan Finn, Stephanie Davidson, and Lorrie Peek

Staff present via videoconference: Alexa Barton, City Manager; Padraic Corcoran, Attorney; and Andrea Cunningham, City Clerk

CONSENT AGENDA

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

- approving the minutes of the April 2, 2020, City Council Special Electronic Meeting.
- approving the February 2020 Municipal Division Summary Report for Municipal Court.
- approving a road closure from Herschel Street to Chestnut Street, down Main Street, for 2020 Cruisin' Main Street Car Cruises, July 25, August 22, September 26, October 24, 2020 all beginning at 3:00 p.m.; and October 4, 2020 from 11:00 a.m. – 4:00 p.m., for a car show. Rainout dates are the next Saturday after the rained-out event.

- approving the budgeted purchase of street signposts and street ID signs from J&A Traffic Products for a total purchase price of \$15,862.50, for the Public Works Department, Transportation Division.
- approving Resolution R2020-15: **A resolution reappointing John Sapp and James Person and appointing Marsha Vest to serve on the Public Safety Sales Tax Oversight Committee.**
- approving Resolution R2020-16: **A resolution approving a subscription agreement with Acid Remap to provide access to mobile application software access for the Fire Department.**

Councilmember Peek seconded. All voted in favor. Consent agenda approved.

CITY COUNCIL LIAISON REPORTS

Councilmember Davidson gave a Park report. (attached exhibit A)

- The old gym equipment is currently up for auction through Mayo Auction.
- Live Facebook training videos and workout videos.
- The Easter egg hunt is postponed.
- Summerfest is on hold.
- Pools have been drained and acid washed. The slides have been sanded and recoated.
- Summer camp is still moving forward.

MAYOR'S COMMUNICATIONS

Councilmember Finn moved to appoint Lorrie Peek as Mayor Pro Tem. Councilmember Trutzel seconded. All voted in favor. Motion carried.

Councilmember Peek moved to appoint Chet Trutzel as Planning Commission Liaison. Councilmember Lathrop seconded. All voted in favor. Motion carried.

Councilmember Clark moved to appoint Stephanie Davidson as Park Board Liaison. Councilmember Trutzel seconded. All voted in favor. Motion carried.

There have been many questions about opening the city back up or extending the date. Alexa Barton, City Manager, and Police Chief James Person, have been in communication with the Cass County Health Director. There should be information released tomorrow afternoon about possible extension to May 3 to follow the Governor's state guideline.

CITY MANAGER'S REPORT

April/May 2020 meetings

4/28 work session & regular meeting – 6:00 p.m. – will be a Zoom meeting

5/12 work session & regular meeting – 6:00 p.m.

5/26 work session & regular meeting – 6:00 p.m.

May 8, Truman Day, is a city holiday. City Hall will be closed.

At 6:31 p.m. Councilmember Finn moved to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; 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. Councilmember Lathrop seconded. The following vote was recorded.

Ayes: 9 Peek, Davidson, Finn, Clark, Mayor Davis, Savage, Lathrop, Trutzel, VanWinkle

Noes: 0

Absent: 0

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

Andrea Cunningham, City Clerk

Mayor Jeff Davis

Department Managers' Reports
April 20, 2020
Park Board of Director's Meeting

HIGH BLUE WELLNESS CENTER

- Updates on work at High Blue. Most equipment has been delivered-a few items still are stored until we get rid of the old equipment.
- Mayo Auction of the old equipment will end April 28.
- Painting and general building cleaning is being done.
- Live Facebook classes are being done every day and some evenings .
- Also trainers are doing zoom workouts for our training clients and small group, all in efforts of client retention when we reopen.

MARKETING

- **Special Events:** Easter Egg Hunt, Theater in the Park, and Hy-Vee SummerFest.
- **Grants:** All paperwork has been turned in for the LWCF grant. Should hear either way later this summer. It is a 50-50 cost share, but we would have up to three years to complete the work. We also researching other grant opportunities for the Foundation that would most likely not involve a cost share.
- **Rentals/Memorial Station:** All upcoming rentals through May have been contacted. Almost all pool parties, shelters and Senior Center rentals have requested refunds. To date only two Station rentals have canceled. The rest are holding out for new dates later in 2020. Tara is continuing to show the Station and has even collected deposits for late 2020 events. We also are getting information/contracts out for our Preferred Vendors.

MAINTENANCE UPDATE

- Drained and acid washed both Lap and Rec pools.
- Replaced light bulbs in both pool areas.
- Sanded and recoated slide runouts.
- Training of Athletic Field Supervisor.
- COVID-19 response.
- Mowing is underway.
- Starting concrete repair at entrance to High Blue.



RECREATION UPDATE

- **Volleyball**
 - 1 - Adult Volleyball is Canceled
 - 2 - Youth Volleyball is Canceled
 - 3 - Little Diggers Volleyball is Canceled
- **NFL Flag Football**
 - 1 - NFL Flag Football is Canceled
- **Soccer**
 - 1 - Soccer will be Canceled, have to meet with that group
 - 2 - Little Kickers Canceled
- **Youth Baseball**
 - 1 - Recreational Baseball push back to start practices the week of May 25th, and games will begin June 8th. An 8-game season, no tournament unless pushed back. If the season is pushed back again, we will condense the season.
 - 2 - Tiny Tots T-Ball will continue as scheduled (program begins May 30th).
 - 3 - Comp Baseball will run the same time as Recreational. Will ask the teams on playing into mid-July, and if they would be okay with a modified season
- **Swim Lessons**

All swim Lessons will be canceled
- **Summer Camp**

Currently working on curriculum. First day is currently set for Tues., May 26th, and registration is live on [TeamSideline.com](https://www.TeamSideline.com),

SECTION VII

B

A RESOLUTION AUTHORIZING AND DIRECTING THE CUSTODIAN OF RECORDS OF THE CITY OF BELTON, MISSOURI TO DESTROY CERTAIN RECORDS THAT HAVE EXCEEDED THE RETENTION REQUIREMENTS AS SET FORTH BY THE STATE OF MISSOURI.

WHEREAS, the 73rd General Assembly passed the law establishing Records Management and Archives Services as a division of the Office of Secretary of State; and

WHEREAS, Senate Bill No. 376 passed by the 76th General Assembly extended the Records Management Law to local governments of Missouri, which law gave the Secretary of State responsibility for implementation of the program; and

WHEREAS, the City of Belton desires to securely destroy certain records that have exceeded the retention requirement as set forth by RSMo 190.230(4) and the published Missouri Secretary of State Local Records Retention Schedules; and

WHEREAS, Section 2-227 of the Belton Code of Ordinances provides for the City Clerk to be the Custodian of Records and shall be responsible for maintenance and control of all records.

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

SECTION 1. The City Clerk is authorized to utilize Underground Vaults & Storage, Inc in Kansas City, Missouri to destroy certain records that have exceeded the retention requirements as set forth by the State of Missouri. The records are listed as **Exhibit A** to this resolution.

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 April, 2020.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
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 regularly introduced at a regular meeting of the City Council held on the ____ day of April, 2020, and adopted at a regular meeting of the City Council held the ____ day of April, 2020, by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
City of Belton, Missouri

Description	Year	Retention Requirement	Retention Code	Destroy Date	Date Destroyed	Box ID#
Payroll						
	2013-2014	5 Years	GS 068	2019		2018-7
	2013-2014	5 Years	GS 068	Jan-20		2018-10.2
Memberships						
	2015-2016	3 Years	GS065	2019		2018-26
	2016	3 Years	GS065	2019		2018-28
	2016	3 Years	GS065	2019		2018-29
	2016	3 Years	GS065	2019		2018-30.14
Receipts						
	2018	Completion of Audit	GS 008	Jan-19		2019-45
	2019	Completion of Audit	GS 008	Jan-20		2019-45.2
	2017-2018	Completion of Audit	GS 008	Jan-20		2018-46.7
Refunds						
	2016-2018	Completion of Audit	GS 007	2019		2018-18
Purchase Orders						
	2017	Completion of Audit	GS 007	2018		2018-35
Deposits						
	2018	Completion of Audit + 1 year	GS 010	2019		2018-55.3
	2017	Completion of Audit + 1 year	GS 010	2019		2018-56
Bank Draft						
	2017	Audit + 1 year	GS 10	2019		2018-71

SECTION VII

C

R2020-18

A RESOLUTION APPROVING THE ENGAGEMENT OF TROUTT, BEEMAN AND COMPANY TO AUDIT THE CITY FINANCIAL RECORDS FOR FISCAL YEAR 2020.

WHEREAS, the City of Belton Charter Section 3.12 requires an independent audit of all city accounts and a management report at least once a year in accordance with generally accepted accounting principles; and

WHEREAS, the Federal government requires recipients of Federal grants of at least \$750,000 in a single fiscal year to receive an OMB A-133 compliance audit; and

WHEREAS, the City of Belton published a Request for Qualifications and Cost Proposals from certified public accounting firms on October 9, 2018 with a due date of October 31, 2018; and

WHEREAS, Troutt, Beeman and Company, P.C. received the highest total composite score of the five firms that responded to the City's Request for Qualifications and Cost Proposals;

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

Section 1. That the engagement letter of Troutt, Beeman and Company, P.C. to conduct the FY2020 City audit and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, when required, is hereby approved. A copy of the engagement letter is attached as Exhibit A and considered part of this resolution.

Section 2. That the Finance Director is hereby authorized and directed to execute the letter on behalf of the City.

Duly read and passed this ____ day of April, 2020.

Mayor Jeff Davis

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 regularly introduced at a regular meeting of the City Council held on the ____ day of April, 2020, and adopted at a regular meeting of the City Council held the ____ day of April, 2020, by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



April 23, 2020

Mr. Jeff Davis, Mayor
City of Belton, Missouri
506 Main Street
Belton, Missouri 64012

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Belton, Missouri (the City), as of March 31, 2020, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the period ended March 31, 2020. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Required Supplementary Information

Accounting principles generally accepted in the United States of America (U.S GAAP) as promulgated by the Governmental Accounting Standards Board (GASB) require that management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, and historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI.

1212 LOCUST
PO BOX 160
HARRISONVILLE, MO 64701
PHONE: 816-380-5500
FAX: 816-380-2580

WWW.TBCO.NET

13470 S ARAPAHO, SUITE 190
PO BOX 4078
OLATHE, KS 66063
PHONE: 913-764-1922
FAX: 913-764-8062

The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management Discussion and Analysis
- Missouri Local Government Employees Retirement System
- Other Post Employee Benefits
- Schedules of Revenues, Expenditures, and Changes in Fund Balance--Actual and Budget--Major Funds

Supplementary Information

Supplementary information other than RSI will accompany the City's basic financial statements as of March 31, 2020. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We do not intend to provide an opinion or any form of assurance on the following supplementary information in relation to the financial statements as a whole:

- Combining Balance Sheets of Non-Major Funds
- Combining Statement of Revenues, Expenditures, and Changes in Fund Balance-Non-Major Funds
- Schedule of Expenditures by Department
- Combining Statement of Fiduciary Net Position
- Combining Statement of Revenues, Expenditures, and Changes in Fund Balance - Fiduciary
- Budgetary Comparison Schedules--Major Governmental Funds
- Budgetary Comparison Schedules--Non-Major Funds
- Fund Descriptions

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Unaudited Information

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Statistical Information

The statistical information will not be audited.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

Mr. Jeff Davis, Mayor
City of Belton, Missouri
April 23, 2020
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An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and Government Auditing Standards of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and Government Auditing Standards does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City as of March 31, 2020. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph, or withdraw from the engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material

misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;

3. For safeguarding assets;
4. For identifying all federal awards expended during the period; including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
5. For preparing the schedule of expenses of federal awards (including notes and noncash assistance received) in accordance with OMB Circular A-133 requirements;
6. For the design, implementation, and maintenance of internal control over compliance;
7. For identifying and ensuring that the entity complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs and implementing systems designed to achieve compliance with applicable laws, regulations, grants, and contracts applicable to activities and its federal award programs;
8. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
9. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
10. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
11. For submitting the reporting package and data collection form to the appropriate parties;
12. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;

Mr. Jeff Davis, Mayor
City of Belton, Missouri
April 23, 2020
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13. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
14. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
15. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets; and
16. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Mr. Jeff Davis, Mayor
City of Belton, Missouri
April 23, 2020
Page 8

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees

Michael E. Groszek, CPA, is the engagement partner for the audit services specified in this letter. His responsibilities include supervising the audit services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. He will also present the audit to the City Council at one public meeting.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered as work progresses and are payable upon presentation. We estimate that our fee for the Audit and preparation of Financial Statements and Single Audit to be \$61,000, this fee assumes one single audit program. If additional programs are required, there will be an additional fee of \$2,000 per major program.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use City personnel to assist in the preparation of schedules and analyses of accounts. This effort could reduce our time requirements and facilitate the timely conclusion of the audit.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Troutt, Beeman & Co., P.C. and constitutes confidential information. However, we may be requested to make certain audit documentation available to state and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Troutt, Beeman & Co., P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree

Mr. Jeff Davis, Mayor
City of Belton, Missouri
April 23, 2020
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to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Non-Attest Services

As part of our audit we will perform the non-attest services of assisting you in preparing the financial statements, notes to the financial statements, and the supplemental information. We will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

With respect to the non-attest services we perform, management is responsible for a) making all management decisions and performing all management functions; b) assigning a competent individual to oversee the services; c) evaluating the adequacy of the services performed; d)

Mr. Jeff Davis, Mayor
City of Belton, Missouri
April 23, 2020
Page 10

evaluating and accepting responsibility for the results of the services performed; and e) establishing and maintaining internal controls, including monitoring ongoing activities. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards.

Our limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards, including U.S. GAAS.
- This engagement is limited to preparing the financial statements, notes to the financial statements, and the supplemental information as previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

In accordance with the requirements of Government Auditing Standards, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Sincerely,



TROUTT, BEEMAN & CO., P.C.
Harrisonville, Missouri

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Belton, Missouri, by:

Title: _____

Date: _____

SECTION VII

D

R2020-19

A RESOLUTION APPROVING TASK AGREEMENT 2020-1 WITH OLSSON TO PERFORM FINAL DESIGN OF STORMWATER IMPROVEMENTS FOR THE HARGIS LAKE STORMWATER IMPROVEMENTS PROJECT IN THE AMOUNT OF \$331,930.00.

WHEREAS, the City Council duly adopted and enacted Ordinance No. 2020-4561, which granted the Mayor and City Manager with certain contracting authority during the pendency of the State of Emergency declared by the President, Governor, Cass County Health Department, and Mayor; and

WHEREAS, the City of Belton's Stormwater Master Plan was completed by Olsson in December 2012. The Master Plan identified 30 stormwater projects throughout the City included 7 Priority 1 projects characterized by frequency and severity of home flooding, street flooding, erosion, regional benefit, etc. The Hargis Lake Stormwater Improvements Project is a Priority 1 project due to residential complaints regarding stormwater and street flooding, sanitary sewer backups, and erosion. The storm sewer main line is significantly undersized throughout most of the system and a significant amount of bypass flow from upper portions of the watershed accumulates and flows through this area; and

WHEREAS, Under Olsson's On-Call Engineering Professional Services (Ordinance No. 2016-4187), Olsson was requested by City Staff to submit a task agreement for conceptual design development of stormwater improvements. The first phase of this project included survey and data collection, public involvement, and development of three concept design alternatives with opinions of cost. Based on this data, a preferred alternative was selected, and Olsson will complete final design of the preferred alternative. The project limits are bound by Highway 58 (North Avenue) to the south, Airway Lane to the north, Westover Road to the west, and Park Drive to the east. This project will be funded using street and stormwater General Obligation Bonds approved by the citizens of Belton as a result of the April 2, 2019 election; and

WHEREAS, the Council believes it is beneficial to the citizens of Belton to approve Task Agreement 2020-1 with Olsson to perform final design of stormwater improvements for the Hargis Lake Stormwater Improvements Project.

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

SECTION 1. The City Council hereby approves Task Agreement 2020-1, herein attached and incorporated as **Exhibit A**, and ratifies and authorizes the City Manager's execution of the same, to perform final design of stormwater improvements for the Hargis Lake Stormwater Improvements Project in the amount of \$331,930.00.

SECTION 2. The City Manager and Director of Public Works are authorized and directed to execute the task agreement on behalf of the City.

SECTION 3. That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this ____ day of ____, 2020.

Mayor Jeff Davis

ATTEST:

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

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

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 regularly introduced at a regular meeting of the City Council held on the ____ day of ____, 2020, and adopted at a regular meeting of the City Council held the ____ day of ____, 2020 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: April 28, 2020

DIVISION: Engineering

COUNCIL: ☐ Regular Meeting ☐ Work Session ☒ Special Session

<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input checked="" 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

The City of Belton's Stormwater Master Plan was completed by Olsson in December 2012. The Master Plan identified 30 stormwater projects throughout the City included 7 Priority 1 projects characterized by frequency and severity of home flooding, street flooding, erosion, regional benefit, etc.

The Hargis Lake Stormwater Improvements Project is a Priority 1 project due to residential complaints regarding stormwater and street flooding, sanitary sewer backups, and erosion. The storm sewer main line is significantly undersized throughout most of the system and a significant amount of bypass flow from upper portions of the watershed accumulates and flows through this area.

Under Olsson's On-Call Engineering Professional Services (Ordinance No. 2016-4187), Olsson was requested by City Staff to submit a task agreement for conceptual design development of stormwater improvements. The first phase of this project included survey and data collection, public involvement, and development of three concept design alternatives with opinions of cost. Based on this data, a preferred alternative was selected and Olsson will complete final design of the preferred alternative. The project limits are bound by Highway 58 (North Avenue) to the south, Airway Lane to the north, Westover Road to the west, and Park Drive to the east.

This project will be funded using street and stormwater General Obligation Bonds approved by the citizens of Belton as a result of the April 2, 2019 election.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Consultant:	Olsson
Amount of Request/Contract:	\$ 331,930.00
Amount Budgeted:	\$ 331,930.00
Funding Source:	451-5619-495-7112 Stormwater General Obligation Bonds
Additional Funds:	\$ n/a
Funding Source:	n/a
Encumbered:	\$ n/a
Funds Remaining:	\$ n/a

STAFF RECOMMENDATION:

Approve a resolution for Task Agreement 2020-1 with Olsson to perform final design of stormwater improvements for the Hargis Lake Stormwater Improvements Project in the amount of \$331,930.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution
Olsson Task Agreement 2020-1 and Scope of Work
Map of Stormwater Improvements Area

City of Belton – Public Works Task Agreement

Contract: Olsson Associates

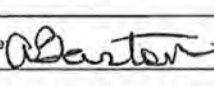
Ordinance or Resolution: N/A	Task Agreement No: 2020-1	Funding Amount: \$331,930 Purchase Order No: N/A
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Project Title: Hargis Lake Final Design

Contractor (Including sub-contractors): Olsson	Division and Staff Project Manager: Greg Rokos – Director of Public Works
--	--

Project Management Manual reviewed: Yes	Attachments (Gantt Chart, etc.): Exhibit A – Scope of Services; Exhibit B Fee Table
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PROJECT Scope: See Exhibit A, attached.

Staff Signatures		Partner Signatures	
Public Works Director: Greg Rokos	City Manager: Alexa Barton	Project Manager: Brent Johnson	Company Officer (if different): Tony Stanton
Signature: 	Signature: 	Signature: 	Signature: 
Date: 4/13/2020	Date: 4-13-2020	Date: 4/10/20	Date: 4/10/20

Project Type:	Design <input checked="" type="checkbox"/>	Construction <input type="checkbox"/>	Property Acquisition <input type="checkbox"/>	Conceptual/Problem Solving <input checked="" type="checkbox"/>	Surveying <input checked="" type="checkbox"/>
Project Discipline(s):	Transportation <input type="checkbox"/>	Planning <input type="checkbox"/>	Water <input checked="" type="checkbox"/>	Wastewater <input type="checkbox"/>	
Report(s) Received: N/A					
Work on File: N/A					

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Attach scope of work, budget, and other supporting material

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated April 14, 2016 between City of Belton ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

The Scope of Services for this project includes final plan development and construction documents for the City of Belton (City) that meets the city's design requirements to reduce the risk of flooding within the Hargis Lake area (project). The final design will follow Alternative 1 as outlined in the Design Development Report (Olsson, February 2020).

Project Location:

The project limits are bound by North Avenue to the south, Kenneth Lane to the north, Westover Road to the west and Park Drive to the east. The area is comprised of single-family homes that have experienced flooding of streets and buildings. Sanitary sewer improvements area also planned within the project limits. Sewer improvements will be designed by a separate contract and consultant for the city. Olsson will be responsible for coordinating the improvements into this project.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Phase 100 – Administration

Project Management and Communication. Provide the management functions required to successfully complete the preliminary and final design work, including all project correspondence with the Client; consultation with the Client's staff; supervision and coordination of services; implementation of a project specific work plan, procedures, and a quality control/quality assurance plan; scheduling and assignment of personnel resources, continuous monitoring of work progress and invoicing for the work performed.

Consultant Coordination. Communicate with consultant completing sanitary sewer improvements within the project limits. Share files of design progress and coordinate potential conflicts in design. Attend progress meetings and coordinate all work related to the two projects. The project will be combined into one set of construction documents.

Phase 200 – Surveying Services

Field Survey and Title Work. Olsson will provide a topographical design survey for the outlined area as shown on the attached exhibit. This survey shall depict all observed utilities, dimensions of exterior walls of existing buildings, spot elevations at exterior doorways, existing contours at one-foot intervals, location of existing features such as pavement, buildings, trees, tree mass lines, storm, and sanitary sewer structures, pipe sizes, flow lines, and materials. Utility companies will be contacted through the Missouri One Call system and any utilities marked will be shown on the topography survey. Any maps of private utilities which are typically not located thru the one call system that are provided will also be plotted in accordance with above ground structures. Olsson will provide four (4) horizontal control points tied to NAD Missouri Coordinate System 1983 South Zone, and One (1) benchmark tied to NAVD 1988 elevation datum.

Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths will not be obtained or indicated on the topographic survey. Survey of utilities will be based on tracing and marking by One Call and / or a private utility locator. By signing this contract, the client understands and acknowledges that utility mapping is not exact, and it is possible that not all utility

lines will be located. Olsson is not responsible for miss-marked or unmarked utilities. This task will include obtaining ownership and easements for up to fifty (50) properties.

Phase 300 – Preliminary Design

Preliminary Design Plans. Olsson will prepare 60% design development drawings for field check and design verification. An opinion of probable construction cost will be prepared for improvements to the existing stormwater conveyance systems identified. Meet with City staff as needed to discuss preliminary design, including progress meetings and meetings with other City staff, departments, or residents who may provide valuable input to the design solution.

Identify permit needs and requirements for the project.

Design efforts will include:

- Cover Sheet
- General Notes
- General Layout and Survey Control (including proposed easements)
- Alignment Data
- Drainage Map
- Drainage Calculations
- Typical Sections
- Plan and Profile Sheets

Utility Coordination. Provide affected utilities a set of electronic preliminary plans for review. Coordinate with City staff and lead a utility coordination meeting. Identify conflicts and relocation needs and prepare schedule of utility relocations as planned by each utility. Coordinate with utilities to develop relocation agreements and estimated costs, as needed.

Public Involvement. Attend two (2) public meetings hosted by the City at project initiation and completion of preliminary design plans. Attend up to 3 meetings with individual property owners or groups of property owners.

Geotechnical Exploration. We propose to use a truck-mounted drill rig to complete the following soil test borings for the geotechnical exploration:

- Five (5) soil test borings to an estimated depth of 15 feet each

The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 75 linear feet. Split spoon and thin-walled samples shall be collected from the soil test borings. We will obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations. After obtaining groundwater level readings, we will backfill the borings with soil cuttings and patch pavements as necessary.

Laboratory Services

At our laboratory, unconfined compressive strength, moisture content, and in-place unit weight tests will be performed on representative portions of selected Shelby tube samples. Moisture content tests will be performed on all samples. Atterberg limits tests will also be performed upon representative samples of typical subsurface conditions encountered across this site.

Right-of-Way and Easement Documents. After field check and city review, Olsson will prepare easement documents (legal descriptions and exhibits only) for the city's

review and acquisition. Prepare right-of-way and easement documents necessary to construct the project. Legal descriptions will be sealed by a licensed surveyor in the state of Missouri. Individual tract maps will be prepared for each taking that shows ownership boundaries, existing easements, and proposed easements. Easements will be prepared for up to sixty (50) properties.

Phase 400 – Final Design Plans

Final Design Plans. Olsson will address comments from Preliminary Plans and also prepare detailed drawings, technical specifications, and opinion of probable cost, and submit to City for final review and comments. The City will provide front-end documents in electronic format. After review by City, Olsson will address comments from final plans and specifications and submit an electronic set of bid documents.

Final design plans will include the following sheets and information:

- Cover Sheet
- General Notes
- General Layout and Survey Control (including proposed easements)
- Alignment Data
- Drainage Map
- Drainage Calculations
- Typical Sections
- Plan and Profile Sheets
- Intersection Plans
- ADA Sidewalk Ramp Details
- Grading Plans
- Erosion and Sediment Control Plans
- Traffic Control Plans
- Restoration Plans
- City Standard Details
- Special Details

Phase 500 – Permitting/Approvals

Olsson will prepare permit applications and documentation to obtain the necessary construction permits for the project. Client will pay all application and mitigation fees related to the project.

MDNR Land Disturbance Permit and SWPPP. Complete MDNR land disturbance permit and Stormwater Pollution Prevention Plan for the project.

Phase 600 – Bidding Services and Contract Documents

Bidding Services and Contract Documents. Olsson will prepare bid documents for an electronic plan room, respond to questions from contractors about bid documents and attend bid letting. Olsson will consult with and advise the Client on the acceptability of substitute materials, subcontractors and make a recommendation for award of the construction contract. Any written addenda or clarification to the bidding documents will be prepared as required.

Phase 700 – Construction Phase Services

Construction Phase Services. Olsson will be available for discussion and consultation during the construction phase. Shop drawings submitted by the contractor will be reviewed by Olsson for conformance with design. Plan revisions will be completed on an as needed basis. Progress meetings (up to 5) will be attended as directed by the City. Olsson will prepare final record drawings from City/Contractor red-lines recorded during construction.

PROJECT EXCLUSIONS

1. Construction observation and material testing services
2. Easement acquisition, appraisals, and ROW negotiations
3. Utility relocation design
4. FEMA floodplain permits (CLOMR and LOMR)
5. Threatened and Endangered Species Investigation
6. USACE 404 permits
7. Archeological/Cultural Resources Study
8. Street lighting plans and lighting analyses
9. Retaining Walls and structural design
10. Water and sewer line design
11. Traffic studies
12. Post construction BMPs
13. Design of sediment removal within Hargis Lake

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

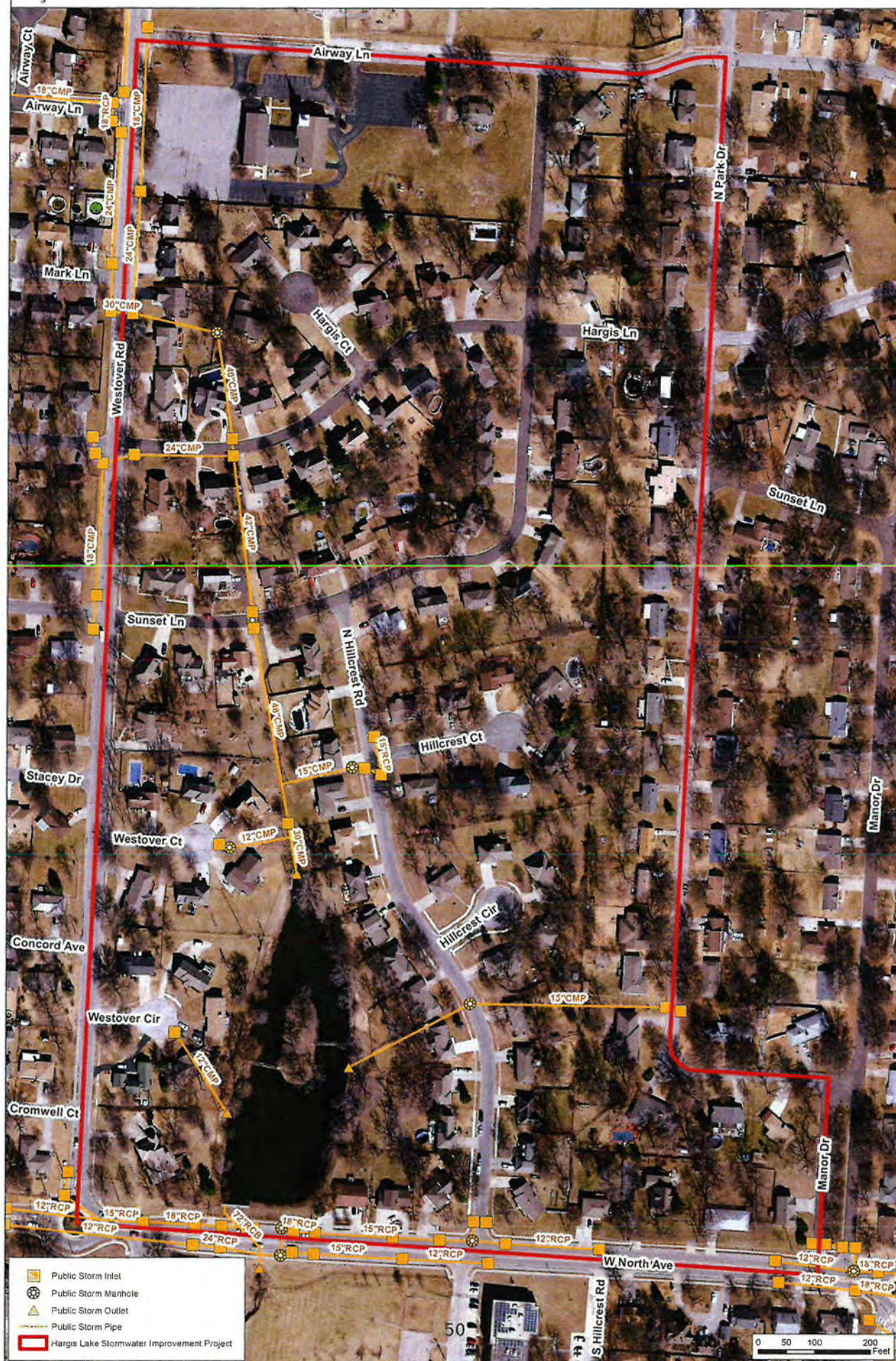
Anticipated Start Date:	April 6, 2020
Anticipated Completion Date:	January 1, 2021

HOURLY FEE BREAKDOWN OF PROFESSIONAL ENGINEERING SERVICES

Task No.	TASK DESCRIPTIONS	Staff Assignment:										Survey (field) 2-man	Total Hours	Professional Hourly Fees	Reimb. Expenses	TOTALS
		Hourly Rate:	Project Manager	Sr Engineer	Project Engineer	Asst. Engineer	Env. Scientist	Sr Tech	GIS/CAD Tech.	Admin. Asst.	Surveyor (RLS)					
		\$190	\$155	\$135	\$110	\$100	\$110	\$85	\$70	\$155	\$150					
Phase 100 - Project Administration																
1	Project Management and Administration	120											120	\$22,800		\$22,800
2	Consultant Coordination	40		40									80	\$13,000		\$13,000
	SUBTOTAL	160	0	40	0	0	0	0	0	0	0	0	200	\$35,800	\$0	\$35,800
Phase 200 - Surveying Services																
1	Field topographical survey and title work (50 properties)								2	80	196		278	\$41,940	\$13,750	\$55,690
2	Prepare CAD basemap						196			40			236	\$27,760		\$27,760
	SUBTOTAL	0	0	0	0	0	196	0	2	120	196		514	\$69,700	\$13,750	\$83,450
Phase 300 - Preliminary Design																
1	Stormwater design plans		12	80	120		160						372	\$43,460	\$100	\$43,560
1	Intersection design plans		24		80		30						134	\$15,820		\$15,820
2	Utility coordination			20	40			20					80	\$8,800		\$8,800
3	Public involvement		24	24			16						64	\$8,720	\$1,000	\$9,720
4	Geotechnical analysis		8										8	\$1,240	\$5,000	\$6,240
5	Easement documents (50 properties)						150	75		75			300	\$34,500		\$34,500
	SUBTOTAL	0	68	124	240	0	356	95	0	75	0		958	\$112,540	\$6,100	\$118,640
Phase 400 - Final Design																
1	Final design Stormwater plans		12	40	160		120						332	\$38,060	\$100	\$38,160
2	Intersection and ADA ramp plans		24		80			80					184	\$19,320		\$19,320
3	Traffic Control Plans			40			100						140	\$16,400		\$16,400
	SUBTOTAL	0	36	40	240	0	120	80	0	0	0		656	\$73,780	\$100	\$73,880
Phase 500 - Permitting																
1	MDNR permit and SWPPP				30			8					38	\$3,980		\$3,980
	SUBTOTAL	0	0	0	30	0	0	8	0	0	0		38	\$3,980	\$0	\$3,980
Phase 600 Bidding Services																
1	Bidding services and contract documents		4	16	16								36	\$4,540	\$100	\$4,640
	SUBTOTAL	0	4	16	16	0	0	0	0	0	0		36	\$4,540	\$100	\$4,640
Phase 700 Construction Phase Services																
1	Construction phase services		32	48									80	\$11,440	\$100	\$11,540
	SUBTOTAL	0	32	48	0	0	0	0	0	0	0		80	\$11,440	\$100	\$11,540
Total All Phases		160	140	268	526	0	672	183	2	195	196		2,482	\$ 311,780	\$ 20,150	\$ 331,930
Exclusions																
1	Construction observation															
2	Easement acquisition and public meetings															
3	Utility relocation design															
4	FEMA floodplain permits															
5	T and E investigations															
6	Arch/Cultural Resources Survey															
7	Street lighting plans and analyses															
8	Retaining walls and structural design															
9	Water and sewer line design															



Hargis Lake Stormwater Improvement Project



SECTION IX

A

AN ORDINANCE APPROVING A DEVELOPMENT AND MAINTENANCE AGREEMENT FOR SHADY LANE, A PLANNED UNIT DEVELOPMENT IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.

WHEREAS, on October 21, 2019, the Planning Commission recommended approval of a Final Development Plan for a Planned Unit Development for Shady Lane, located north of East North Avenue along Shady Lane, and as shown on the final development plan; and

WHEREAS, Bill No. 2019-58 was on the City Council Agenda for approval on November 26, 2019, and January 14, 2020, but the developer requested the reading be postponed to a date certain; and

WHEREAS, since January 14, 2020, the Development Agreement has been amended and Bill No. 2019-58 will not be presented; and

WHEREAS, the applicant and developer of Shady Lane, IDC Ventures, LLC., has prepared a Development and Maintenance Agreement providing responsibilities and requirements for vacation of public streets, utility maintenance and access and elements related to the implementation of the Final Development Plan of the PUD; and

WHEREAS, City staff has reviewed the Development and Maintenance Agreement and determined that it makes adequate provisions for vacation of public streets and rights-of-way, utility maintenance and dedication of easements and private improvements for the Planned Unit Development for Shady Lane as required in the Unified Development Code; and

WHEREAS, the City Council believes this Development and Maintenance Agreement meets the intent of the Unified Development Code and is in the best interest of the City to approve.

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

Section 1. That a Development and Maintenance Agreement for Shady Lane herein attached and incorporated into this Ordinance as **Exhibit A**, is hereby accepted and approved and that the appropriate city officials are hereby authorized to execute.

Section 2. That this Ordinance and Agreement affects the property legally described as Lots 1-44, inclusive, Twin Oaks, a subdivision in Belton, Cass County, Missouri.

Section 3. That this Ordinance shall take effect and be in full force from and after its passage and approval.

Section 4. That all Ordinances or parts of Ordinances in the conflict with this Ordinance are hereby repealed.

READ FOR THE FIRST TIME: April 28, 2020

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2020.

Mayor Jeff Davis

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 regularly introduced for first reading at a meeting of the City Council held on the _____ day of _____, 2020, and thereafter adopted as Ordinance No. 2020-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2020, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: April 28, 2020

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

ISSUE/RECOMMENDATION:

Consideration of an Ordinance approving a Development and Maintenance Agreement between the City of Belton and IDC Ventures, LLC, pertaining to the vacation of public streets and future maintenance of private streets, and other provisions of a Final Development Plan approved with a Planned Unit Development classification for Shady Lane.

BACKGROUND:

IDC Ventures, LLC, is currently doing interior and exterior renovations at Shady Lane to create an active adult community for seniors looking for facilities that allow for an independent lifestyle. The property owner will provide onsite management and maintenance seven days per week, as well as lawn care, snow removal, overnight security and social programs and activities.

The Project includes 88 one and two-bedroom duplex units, and will include amenities such as a rear patio, updated kitchen and appliances, full-sized washers and dryers, privacy fencing and assigned covered parking. The Project also includes the closure of public streets, security gates for residents and covered parking.

On October 21, 2019, the Planning Commission recommended approval of a Final Development Plan for a Planned Unit Development for Shady Lane, located north of East North Avenue along Shady Lane, and as shown on the final development plan.

Bill No. 2019-58 was on the City Council Agenda for approval on November 26, 2019, and January 14, 2020, but the developer requested the reading be postponed to a date certain. Since January 14, 2020, the Development Agreement has been amended and Bill No. 2019-58 will not be presented.

Staff has reviewed the Development and Maintenance Agreement and found that it adequately addresses the requirements of the Final Development Plan.

STAFF RECOMMENDATION, ACTION, AND DATE:

Staff recommends approval of the attached Development and Maintenance Agreement and Ordinance.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance, Development and Maintenance Agreement for Shady Lane, and PUD site map.

DEVELOPMENT AND MAINTENANCE AGREEMENT

This DEVELOPMENT AND MAINTENANCE AGREEMENT (this "**Agreement**") is made and entered into as of the ____ day of April, 2020 by and between THE CITY OF BELTON, MISSOURI (the "**City**") and IDC VENTURES, LLC ("**Developer**"). The City and Developer may be referred to collectively as the "**Parties**" and individually as the "**Party**."

WHEREAS, Developer is the owner of certain real property described on **Exhibit A**, attached hereto (the "**Property**"); and

WHEREAS, Developer intends to redevelop the Property in accordance with the Code of Ordinances, City of Belton, Missouri (the "**City Code**") and Unified Development Code of the City of Belton, Missouri (the "**UDC**"); and

WHEREAS, Developer proposes to redevelop the existing Shady Lane Duplexes, 88 one and two-bedroom duplex units, into a gated community that will service Belton residents aged 55-and-older (the "**Project**"); and

WHEREAS, in order to ensure that the Project is a quality development, the Project shall include amenities such as a walking trail and landscape areas that will require re-occurring maintenance and a sustainable financial commitment from the Developer.

NOW THEREFORE, in consideration of the terms, covenants and conditions herein set forth, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Article I

Developer's Responsibilities

Section 1.1. Vacation and Maintenance of Streets and Right-of-Way. The Developer shall file with the City, in accordance with all applicable laws, for the vacation of public streets and right-of-way situated within the Property (the "**Vacated Right-of-Way**"). Developer understands that following the vacation of the Vacated Right-of-Way, the Developer will be responsible for all maintenance and snow removal on the Vacated Right-of-Way. Any filing for vacation of public streets or right-of-way shall be accompanied by a letter or some form of acknowledgement from all private utility companies evidencing their review of the vacation.

Section 1.2. Replatting of Vacated Right-of-Way. The Developer will file a plat with the City, in accordance with all applicable laws, for the platting of any Vacated Right-of-Way that the Developer desires to construct a structure on. The required plat shall be submitted prior to the Developer's filing of any building permits for the construction of a structure on the Vacated Right-of-Way.

Section 1.3. Construction of Security Gates. Developer shall construct and maintain security gates, located upon a portion of the Vacated Right-of-Way, at the entrance to the Property and as said entrances and security gates are set forth in the approved Development Plan. The Police, Fire, and Public Works departments of the City shall have the ability to gain access to the Property through the security gate located at the eastern entrance to the Property. The manner of access, either through a Knox box or other means, shall be jointly agreed upon by the City, through its Police and Fire Chiefs, and the Developer.

Section 1.4. Location and Construction of Carports. The Developer shall construct, reconstruct, and maintain all carports, or other similar structures, constructed or reconstructed as part of the Project in manner that ensures the City will have reasonable access to all utilities and associated facilities, currently or to be constructed and installed on the Property. Should access to any utility facilities be obstructed by

the construction, reconstruction, or maintenance of a carport, or other similar structure, the Developer agrees to take all commercially reasonable steps necessary to grant the City access to the utility facilities within ten (10) days of receipt of notice from the City. If the commercially reasonable steps taken by Developer do not grant the City reasonable access to the utilities the City may remove or caused to be removed the carports with the Developer to bear the costs for the reconstruction of the same. In the case of emergency, which such determination shall be the sole discretion of the City, the City may immediately remove or caused to be removed the carports without providing the Developer the ten (10) day notice described in this section.

Section 1.5. Construction and Maintenance of Trail. Prior to the issuance of the final certificate of occupancy, the Developer shall construct a walking trail on the Property for use by residents of the Project. The Developer agrees and understands that it is responsible for the design, construction, and maintenance of the walking trail.

Section 1.6. Maintenance of Common Areas. The Developer shall maintain all common areas, as said areas are designated on the approved Development Plan, in accordance with the City Code, UDC, and applicable law. In the event the Developer, its successors and/or assigns, fails to maintain the common areas and amenities as designated on the approved Development Plan in good working condition, the City will notify Developer, its successors and/or assigns, of deficiencies by letter and in accordance with applicable law.

Section 1.7 Encroachment License. The Parties acknowledge that, at the time Developer acquired the Property, certain carports encroached upon the City's Shady Lane right-of-way (the "City ROW") at the approximate location shown on the approved Development Plan (the "Carport Encroachments"). The City hereby grants to Developer a non-exclusive license appurtenant to the Property for the construction, installation, maintenance, repair and continued location of the Carport Encroachments on the City ROW. Developer shall have the right to modify or replace the Carport Encroachments, provided that the location of the Carport Encroachments shall not be materially enlarged or the design materially altered without the written approval of the City Manager, who shall have authority to approve in writing material changes in the locations and dimensions of the Carport Encroachments and corresponding license areas provided that any required permits from the City for such work have been obtained by Developer. The City also grants to Developer and its agents the right of access from time to time to the land surrounding the Carport Encroachments as Developer may see fit in its reasonable judgment for the construction, installation, inspection, maintenance, repair, modification, and/or replacement of the Carport Encroachments, subject, however, to the City Code, UDC, and applicable law. Developer shall maintain the Carport Encroachments in good repair and in a structurally sound and safe condition in accordance with the City Code, UDC, and applicable law. Following the construction of the carports, Developer shall provide to the City as-built plans evidencing the exact location of the Carport Encroachments.

Section 1.8 Term of Encroachment License. The encroachment license granted herein shall continue for a term of 99 years provided that Developer, its successors and assigns, continue to use such license for carports serving the Project. Temporary interruption of such use on account of damage to the Carport Encroachments or to repair, reconstruct, modify, or replace the Carport Encroachments, or either of them, will not result in termination of the license with respect thereto. If the use of the license granted herein is permanently discontinued, then the license for such discontinued use shall terminate and Developer shall execute and record in the office of the Cass County Recorder of Deeds an instrument confirming the termination thereof, provided that the license shall continue for such other use as is not permanently discontinued.

Article II
General Provisions

Section 2.1. No Agency or Partnership. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the City and Developer, or any officer, employee, contractor or representative of Developer. No joint employment is intended or created by this Agreement for any purpose.

Section 2.2. Indemnification. Developer agrees to indemnify, defend, and hold harmless the City, its respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of the gross negligence or willful misconduct of Developer, its employees, agents, officers, contractors or subcontractors, or Developer's performance or failure to perform under the terms and conditions of this Agreement. Such indemnification, hold harmless and defense obligation shall exclude liability arising out of acts, omissions, or the negligence or willful misconduct of the City its employees, agents, officers, contractors or subcontractors. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

Section 2.3. Governing Law. This Agreement shall be construed under the laws of the state of Missouri.

Section 2.4. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, and supersedes any and all prior agreements, arrangements and understandings between the parties.

Section 2.5. Notices. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows:

CITY:
City of Belton
City Manager
506 Main Street
Belton, Mo 64012

DEVELOPER:
IDC Ventures, LLC
Attn: Amin Rezvani
4741 Central Street, Ste. 2300
Kansas City, MO 64112

Section 2.6. Counterparts. This Agreement may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively one agreement.

Section 2.7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

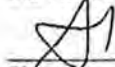
Section 2.8. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement shall be held invalid, illegal or unenforceable, the remainder shall remain in full force and effect, and such invalid, illegal or unenforceable provision shall be reformed by such court so as to give maximum legal effect to the intention of the parties as expressed therein.

Section 2.9. Recording. This Agreement shall be recorded among the land records of Cass County, Missouri by the Developer and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowner's and/or subdivision association. This agreement shall be recorded with the record plat of any development of the Property.

Section 2.10. Amendments. This Agreement shall not be amended or modified in any way without the prior written approval of the City and that approval must be indicated on the face of any subsequently recorded document amending or modifying this Agreement.

IN WITNESS WHEREOF, the Parties hereunto have executed this Agreement on the day and year first written above.

DEVELOPER



Signature

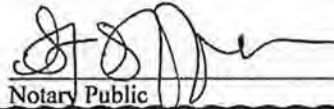
Amin Rezvani

Print Name

State of Missouri
County of Platte

On this 21st day of April in the year 2020, before me, the undersigned notary public, personally appeared Amin Rezvani, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.


Notary Public



CITY OF BELTON, MISSOURI

Signature

Print Name

State of _____
County of _____

On this _____ day of _____ in the year _____, before me, the undersigned notary public, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

Exhibit A

Legal Descriptions of the Property

Tract 1

Lots 1-44, Inclusive, Twin Oaks, a subdivision in Belton, Cass County, Missouri.

Tract 2

All such portions of North Oak Drive, Sunny Drive, Sunny Circle, and Hargis Street, lying within Twin Oaks, a subdivision of land in the City of Belton, Cass County, Missouri being more particularly described as follows;

All that part of North Oak Drive within said Twin Oaks subdivision lying West of the following described line;

Beginning at the Northeast Corner of Lot 22, Twin Oaks subdivision;

Thence North along the northerly prolongation of the East line of said Lot 22, a distance of 50 feet, more or less, to the Southeast Corner of Lot 23, Twin Oaks subdivision; And;

All of Sunny Drive lying within said Twin Oaks subdivision; And;

All of Sunny Circle lying within said Twin Oaks subdivision; And;

All that part of Hargis Street within said Twin Oaks subdivision lying East of the following described line;

Beginning at the Northwest Corner of Lot 4, Twin Oaks subdivision; Thence North along the northerly prolongation of the West line of said Lot 4, a distance of 50 feet, more or less, to a point on the South line of Lot 44, Twin Oaks subdivision.

Sheet 1 of 1
Project M1B-3207

SECTION IX

B

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE TAX INCREMENT FINANCING CONTRACT BETWEEN THE CITY OF BELTON, MISSOURI AND MENARD, INC. FOR IMPLEMENTATION OF THE SOUTHTOWNE TAX INCREMENT FINANCING REDEVELOPMENT PLAN, AS AMENDED.

WHEREAS, by Ordinance No. 2009-3524, adopted by the City Council on March 10, 2009, the City of Belton, Missouri (the "City") approved the Southtowne Tax Increment Financing Redevelopment Plan (the "Original Plan") and approved a tax increment financing contract between the City and Southtowne Associates, L.L.C. ("Southtowne") for implementation of the Original Plan (the "Original Contract").

WHEREAS, by Ordinance No. 2012-3787, adopted by the City Council on March 27, 2012, the City approved the First Amended and Restated Southtowne Tax Increment Financing Redevelopment Plan ("First Amended Plan," with the Original Plan as amended by the First Amended Plan being the "Plan"), approved the assignment of the development rights from Southtowne to Menard, Inc. ("Menards"), designated Menards as the developer of Redevelopment Projects 1 and 2, and approved a tax increment financing contract between the City and Menards for implementation of Projects 1 and 2 (the "First Amended Contract," and together with the Original Contract, the "Redevelopment Contract").

WHEREAS, by Ordinance No. 2017-4328, adopted by the City Council on March 28, 2017, the City Council authorized the City to enter into the First Amendment to Tax Increment Financing Contract, as amended (the "First Amended Agreement"), between the City and Menards to, among other things, amend and extend the dates set forth in the redevelopment schedule.

WHEREAS, by Ordinance No. 2018-4481, adopted by the City Council on December 11, 2018, the City Council authorized the City to enter into the Second Amendment to Tax Increment Financing Contract, as amended (the "Second Amended Agreement"), between the City and Menards to extend the dates set forth in the redevelopment schedule.

WHEREAS, Menards has further requested an extension of time to the redevelopment schedule as set out in the Third Amendment to Tax Increment Financing Contract, as amended (the "Third Amended Agreement"); and

WHEREAS, the City Council finds that approval of the Third Amended Agreement would help to encourage and stimulate growth and development in the Redevelopment Plan Area and otherwise fulfill the purpose of the Real Property Tax Increment Allocation Redevelopment Act, RSMo. §§ 99.800 et seq. and the Plan.

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

SECTION 1. That the Third Amendment to Tax Increment Financing Contract, attached hereto as **Exhibit A** is approved.

SECTION 2. That the Mayor of the City is authorized to enter into the Third Amendment to Tax Increment Financing Redevelopment Contract on behalf of the City.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

READ FOR THE FIRST TIME;

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2020.

Mayor Jeff Davis

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 regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2020, and thereafter adopted as Ordinance No. 2020-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2020, after the second reading thereof by the following vote, to-wit:

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

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

Exhibit A to Ordinance No. 2020-_____

**THIRD AMENDMENT TO
TAX INCREMENT FINANCING CONTRACT**

See following pages

THIRD AMENDMENT TO TAX INCREMENT FINANCING CONTRACT
BETWEEN THE
CITY OF BELTON, MISSOURI
AND
MENARD, INC.
FOR IMPLEMENTATION OF THE
REDEVELOPMENT PROJECTS 1 AND 2 OF THE SOUTHTOWNE TAX
INCREMENT FINANCING REDEVELOPMENT PLAN

THIRD AMENDMENT TO
TAX INCREMENT FINANCING CONTRACT

THIS THIRD AMENDMENT TO TAX INCREMENT FINANCING CONTRACT (this "Third Amendment"), entered into on _____, 2020, by and between the CITY OF BELTON, MISSOURI, a municipal corporation ("City") and MENARD, INC., a Wisconsin corporation (the "Developer," successor and assignee of the development rights granted to Southtowne Associates, L.L.C. ("Southtowne")), amends that certain Tax Increment Financing Contract ("Redevelopment Contract"), as subsequently amended (as described below).

RECITALS

WHEREAS, by Ordinance No. 2009-3524, adopted by the City Council on March 10, 2009, the City approved the Southtowne Tax Increment Financing Redevelopment Plan (the "Original Plan") and approved a tax increment financing contract between the City and Southtowne Associates, L.L.C. ("Southtowne") for implementation of the Original Plan (the "Original Contract").

WHEREAS, by Ordinance No. 2012-3787, adopted by the City Council on March 27, 2012, the City approved the First Amended and Restated Southtowne Tax Increment Financing Redevelopment Plan ("First Amended Plan," with the Original Plan as amended by the First Amended Plan being the "Plan"), approved the assignment of development rights from Southtowne to Menard, Inc. ("Menards"), designated Menards as the developer of Redevelopment Projects 1 and 2, and approved a tax increment financing contract between the City and Menards for implementation of Projects 1 and 2 (the "First Amended Contract," and together with the Original Contract, the "Redevelopment Contract").

WHEREAS, by Ordinance No. 2017-4328, adopted by the City Council on March 28, 2017, the City Council authorized the City to enter into the First Amendment to Tax Increment Financing Contract, as amended (the "First Amended Agreement"), between the City and Menards to, among other things, amend and extend the dates set forth in the redevelopment schedule.

WHEREAS, by Ordinance No. 2018-4481, adopted by the City Council on December 11, 2018, the City Council authorized the City to enter into the Second Amendment to Tax Increment Financing Contract, as amended (the "Second Amended Agreement"), between the City and Menards to extend the dates set forth in the redevelopment schedule.

WHEREAS, Menards has further requested an extension of time to the redevelopment schedule as set out in this Third Amendment; and

WHEREAS, the City Council finds that approval of this Third Amendment would help to encourage and stimulate growth and development in the Redevelopment Plan Area and otherwise fulfill the purpose of the Real Property Tax Increment Allocation Redevelopment Act, RSMo. §§ 99.800 et seq. and the Plan.

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

1. **Modification of Section 6.C. of the Redevelopment Agreement, as amended.** Section 6.C. of the Redevelopment Agreement is hereby deleted in its entirety and replaced with the following:

6.C. Notwithstanding anything to the contrary herein and subject to the provisions of **Section 6.D**, if a Certificate of Completion and Compliance is not issued with respect to Redevelopment Project 1 by March 31, 2017, and with respect to Redevelopment Project 2 by May 31, 2022, each respectively an "Outside Completion Date"), City may require Developer to appear before the Council to show cause why this Contract and the Plan shall not be terminated in accordance with **Section 35** and to meet with representatives of the City regarding changes that should be made for the marketing and development of the property within the Plan 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 **Section 36**.

2. **Revision of Exhibit F of the Redevelopment Contract, as amended.** Exhibit F of the Redevelopment Contract is hereby deleted in its entirety and replaced with the **Exhibit F** attached to this Third Amendment.

3. **Miscellaneous.** Except as amended hereby, the Redevelopment Contract remains in full force and effect. This Third Amendment 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]

SIGNATURE PAGE FOR THIRD AMENDMENT TO TAX INCREMENT FINANCING CONTRACT BETWEEN CITY OF BELTON, MISSOURI AND MENARD, INC. FOR IMPLEMENTATION OF REDEVELOPMENT PROJECTS 1 AND 2 OF THE SOUTHTOWNE TAX INCREMENT FINANCING REDEVELOPMENT PLAN, AS AMENDED.

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

CITY:

THE CITY OF BELTON, MISSOURI, a municipal corporation

By: _____
Print Name: Jeff Davis
Title: Mayor

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 2020, before me, personally appeared Jeff Davis, 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 said County and State

My Commission Expires:

MENARD, INC., a Wisconsin corporation

By: _____

Print Name: Theron J. Berg

Title: Real Estate Manager

STATE OF WISCONSIN)
) ss.

COUNTY OF EAU CLAIRE)

On this ____ day of _____, 2020, before me, personally appeared Theron J. Berg, 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 Real Estate Manager of Menard, Inc., a Wisconsin corporation, and acknowledged said instrument to be his free act and deed and the free act and deed of said corporation.

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

Print Name: _____

Notary Public in and for said County and State

My Commission Expires:

EXHIBIT F

REDEVOPMENT SCHEDULE

<u>Redevelopment Project 1</u>	<u>Complete</u>
Construction	March 31, 2017
<u>Redevelopment Project 2</u>	<u>Complete</u>
Construction	May 31, 2022

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



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

MEETING DATE: April 28, 2020

ASSIGNED STAFF: Carolyn Yatsook - Economic Development Director

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

Ordinance authorizing the Third Amendment to the Tax Increment Financing Contract between the City of Belton, Missouri and Menard, Inc. for the implementation of The Southtowne Tax Increment Financing Redevelopment Plan.

BACKGROUND

The Southtowne Plaza TIF began in March of 2009. The TIF was last amended in December of 2018, which extended the construction completion date for the Menards out lots to May 31, 2020.

Annually, city staff presents the Five-Year Hearing and City Council Determination of Progress report for all TIF's in the City of Belton pursuant to sections 99.800 to 99.865 RSMO. The most recent hearing was held on January 28th of 2020. At that hearing City Council determined that this TIF is making satisfactory progress.

Menards has requested a two-year extension. Tyler Edwards, Real Estate Representative for Menards, will be present at the City Council meeting to answer questions.

STAFF RECCOMENDATION

Approve the extension request from Menard, Inc. There are \$12,366,342 total obligations remaining to be paid, of which, \$7,200,504 would be paid to Menard Inc. and \$5,165,838 will be paid to the City of Belton. If the extension is not granted the City will not receive its certified costs.

ATTACHMENTS:

Extension Request Letter from Menards

Ordinance and Third Amendment to TIF Financing Contract

