



**Agenda of the Belton City Council  
Electronic Meeting  
May 26, 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. March 2020 Monthly Financial Report
- 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 May 12, 2020, City Council Electronic Meeting.**

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- B. **Motion authorizing the purchase and installation of a replacement bed for the Transportation Division's concrete form truck, and disposal of the existing bed, which is beyond repair.**

This purchase is within budget for FY2021.

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C. Motion approving Resolution R2020-23

**A resolution approving an On-Call Appraisal and Acquisition Professional Services Agreement with Moser & Associates, Inc. DBA Right-Of-Way Associates for a period of three (3) years with the option of up to two (2) subsequent one-year renewals.**

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D. Motion approving Resolution R2020-24

**A resolution reappointing David Daniels and Jennifer Garner and appointing Adrian Hall to the Municipal Park Board.**

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VIII. PERSONAL APPEARANCES

IX. ORDINANCES

A. Motion approving the final reading of Bill No. 2020-25

**An ordinance approving an agreement between the City of Belton, Missouri and the Missouri Department of Conservation and authorizing the execution of the same.**

B. Motion approving the first reading of Bill No. 2020-26

**An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2021 Adopted City Budget.**

This ordinance will amend the FY21 budget to reflect the City's actual cash carryover balance in each fund as of April 1, 2020 and will also reappropriate funds in the FY21 budget that were approved in the FY20 budget but were not completed before the year end.

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C. Motion approving both readings of Bill No. 2020-27

**An ordinance authorizing and directing the Mayor to execute the Ninth Amendment to the Tax Increment Financing Redevelopment Contract between the City of Belton, Missouri and Group Belton, LLC for implementation of the Y Highway Market Place 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

June/July City Council Meetings – 6:00 p.m.

June 9, 2020

June 16, 2020

June 23, 2020

July 14, 2020

July 28, 2020

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 to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2, and that the record be closed, and the meeting adjourned from there.

# **SECTION VII**

## **A**

**Minutes of the Belton City Council**  
**Electronic Meeting**  
<https://www.belton.org/watch>  
**May 12, 2020**

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

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 Lathrop asked the Council to remove item G from the Consent Agenda to discuss under separate action.

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

- **approving the minutes of the April 28, 2020, Electronic Work Session & Regular Meeting.**
- **approving the April 2020 Municipal Division Summary Report for Municipal Court.**
- **authorizing the purchase of a 72" Sweeper from K.C. Bobcat Company, for a purchase price of \$3,371.36, for the Transportation Department.**
- **authorizing the purchase of a 74" Rock Bucket from K.C. Bobcat Company, for a purchase price of \$1,236.52, for the Transportation Department.**
- **authorizing the purchase of an Asphalt Compactor from Nu Way Concrete Forms, Inc., for a purchase price of \$6,110.26, for the Transportation Department.**
- **authorizing the purchase of Arrow Boards from Nu Way Concrete Forms, Inc, for a purchase price of \$2,940.00, for the Transportation Department.**
- **approving Resolution R2020-21: A resolution approving support for the Cass County, Missouri application for the 2020 Build Grant to expand Interstate 49.**
- **approving Resolution R2020-22: 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.**

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

Andrea Cunningham, City Clerk, read Resolution R2020-20: **A resolution approving amendment No. 1 to Task Agreement No. 2018-5 with Trekk Design Group, LLC in the amount of \$35,117.15 for a total amount of \$77,447.88 to perform design and construction services for the Hargis Lake Sewer Design Project including a combination of pipe bursting and remove/replace sewer construction.**

Presented by Councilmember Clark, seconded by Councilmember Finn. Councilmember Lathrop said this cost is for the design. What is the cost of the project? Alexa Barton, City Manager, said they don't know yet. There is more to this project than just the lake. It's a watershed area. Vote on the resolution was recorded with all voting in favor. Resolution passed.

## **PERSONAL APPEARANCES**

Dan Brower and Hannah Bitner, Cass County Public Library, presented information about Proposition L on the June 2 ballot. They are asking voters to authorize a tax increase for the library. It would be the first increase in 35 years. (attached exhibit A)

Councilmember Peek read a proclamation for Peace Officers Memorial Day and Police Week. She thanked the police officers for being on the front line and keeping us safe. Police Chief James Person thanked the Mayor and City Council for recognizing the officers.

## **ORDINANCES**

Ms. Cunningham read Bill No. 2020-25: **An ordinance approving an agreement between the City of Belton, Missouri and the Missouri Department of Conservation and authorizing the execution of the same.**

Presented by Councilmember Clark, seconded by Councilmember Finn. Councilmember Lathrop said the City is already doing all the things listed in this agreement without having a hold harmless agreement. Brian Welborn, Park Director, said yes we are, but with this Missouri Conservation Department agreement the Conservation Department will be stocking Cleveland Lake with trout. Councilmember VanWinkle pledged \$500 to the Park to assist with this project. Vote on the first reading was recorded with all voting in favor. First reading passed.

## **CITY COUNCIL LIAISON REPORTS**

Councilmember Davidson gave a Park report.

- Councilmember Davidson provided the Parks and Recreation outdoor facilities reopening schedule. (attached exhibit B)
- We're still waiting to hear about pools reopening.

Councilmember Trutzel read a proclamation for Public Works Week. He thanked Greg Rokos, Public Works Director, for doing a great job.

## **MAYOR'S COMMUNICATIONS**

Mayor Davis said the National Day of Prayer was held at Belton Assembly of God Church.

## **CITY MANAGER'S REPORT**

### May/June 2020 meetings

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.

MARC provides senior lunches at the Senior Center. Since the end of March, they have been providing frozen meal delivery every other week.

This past week there was storm damage at the golf course and dog park. Chief Person said there was damage in West Belton at the old emergency management location.

Mr. Rokos said the department is still working on paving roads.

The Public Safety Sales Tax Oversight Committee met May 7. They are preparing an annual oversight report. They will be meeting again May 21.

### **OTHER BUSINESS**

Councilmember Clark said there are curbs around the city that need work.

Councilmember Clark asked Chief Person why the storm spotters were not out on Monday. Chief Person said it was a rainstorm. We don't send them out for a rain event. They go out for potential severe weather and tornados.

At 7:19 p.m. Councilmember Finn moved to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1, and that the record be closed, and the meeting adjourned from there. Councilmember Trutzel seconded. The following vote was recorded.

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

Noes: 0

Absent: 0

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

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Andrea Cunningham, City Clerk

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Mayor Jeff Davis


## ABOUT PROPOSITION L

For over 70 years, Cass County Public Library has provided services to residents. As the county has grown in population, so has its reliance on its public library for resources and services for all ages. From storytime to outreach for seniors, the library continues to be a connecting point for the county. **On June 2**, we are asking voters to authorize a 12-cent increase in the property tax based operating levy—the first increase since 1985—to maintain and modernize technology and library resources.




## THE NEED


The current level of funding, set in 1985, is no longer sufficient to sustain operations for 7 locations and a bookmobile. Demand in the county is great, as reflected by **over 900,000 visitors to the Library in 2018**. Levy funds supporting operations and services have only grown by 2% in the past decade, failing to keep pace with residents' rising needs.




### A YES vote means:




Modernizing technology, including internet bandwidth upgrades, to best serve our patrons' needs.




Increasing lifelong learning opportunities for children, families, and patrons of all ages through more events & resources.




Expanding library collections and digital resources to meet the needs of Cass County communities; shorter wait times for popular items.




Creating inviting spaces at each branch and expanding our presence in growing communities while increasing outreach.




### A NO vote means:




Delaying technology updates, falling short of our communities' digital needs as hardware and software continue to age.



Decreasing learning opportunities and events, leaving us unable to fulfill community requests and service needs.



Acquiring fewer materials and resources, including books, movies, music, magazines, databases, and other research tools; longer wait times for popular items.



Minimized building maintenance, scaling back outreach services, and postponing expansion. Service hours may be reduced.



# Your Library's Impact On...

## Youth Literacy



**3,804** families participated in summer reading, designed to maintain reading levels between school years.

**26,874** children and teens attended engaging and educational events, including early literacy storytimes.

## Access to Technology



Patrons used library computers **39,899** times (a 9% increase), and accessed our WiFi **15,542** times (a 26% increase).

Patrons used library resources **23,434** times to research topics, build skills, and apply for jobs.

## Lifelong Learning



**1,812** programs encouraged patrons to learn about new topics and activities.

**993** seniors received tax help from AARP at the library.

Information from 2018 CCPL fiscal year.

In 2018, Cass County Public Library reported:

**902,545** in-person and digital visitors to the library

AND

**508,356** physical and digital items checked out

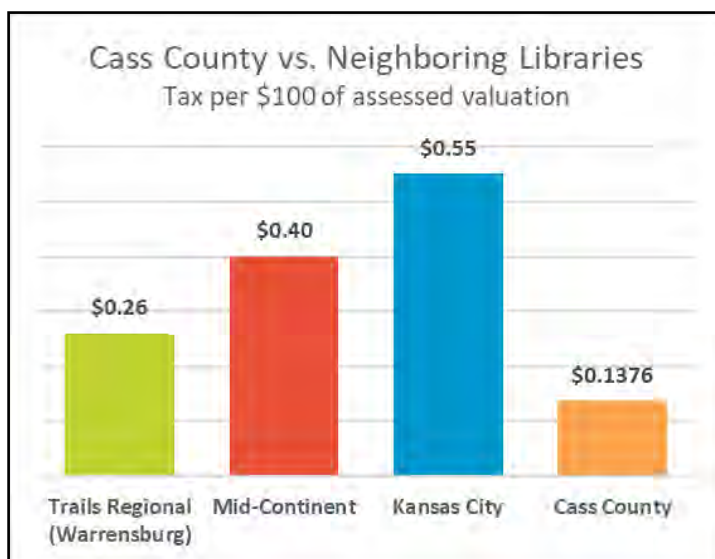
## HOW WOULD THIS LEVY INCREASE AFFECT MY PROPERTY TAXES?

The 2018 median home value in Cass County was \$158,000.

HOME MARKET VALUE	ADDED YEARLY COST	ADDED MONTHLY COST
\$75,000	\$17.10	\$1.43
\$100,000	\$22.80	\$1.90
\$150,000	\$34.20	\$2.85
<b>\$158,000</b>	<b>\$36.00</b>	<b>\$3.00</b>
\$200,000	\$45.60	\$3.80

## BALLOT LANGUAGE

*For the purpose of improving print and digital collections, upgrading technology and connectivity, maintaining and increasing life-long learning programs for all ages, providing adequate facilities, and for the general operation of public libraries, shall the Board of Trustees of the Cass County Public Library District be authorized to levy an additional twelve cent (\$0.12) tax over the present property tax for the county library?*



May 12, 2020

**Belton Parks and Recreation**

**Outdoor Facilities Reopening Schedule**

**May 4, 2020**

Dog park

Shelter Houses

Skate Park

Tennis Courts

**May 25, 2020**

Markey Park Baseball/Softball Fields, available by reservation only

Memorial Park Baseball/Softball Fields, available by reservation only

**June 1, 2020**

Playgrounds

Outdoor Restroom Facilities

Memorial Station Rentals

Mini Building Rentals

Sand Volleyball Court

Basketball Court

Walking Trails, Open Space, Frisbee Golf Course, Cleveland Lake continue to be accessible. Belton Parks and Recreation requests that each park patron continue to recognize Social Distancing and proper hand washing techniques to help stop the spread the Covid 19 virus.

# **SECTION VII**

## **B**



# CITY OF BELTON

## CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** May 26, 2020

**DIVISION:** Public Works/Transportation

**COUNCIL:** ☒ **Regular Meeting**      ☐ **Work Session**      ☐ **Special Session**

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

**ISSUE/RECOMMENDATION:**

The existing 2008 Ford F350 is equipped with a specialized truck bed meant for ease of use when constructing concrete forms and finishing concrete. This bed has been retrofitted to this truck from a previous truck and has outlived its useful lifespan. It is currently in disrepair due to deteriorated steel that is unable to be repaired.

Quotes were prepared by the Transportation Division using Truck Accessory vendors. Each of the three Truck Accessory vendors are national vendors and are used by several other cities within the Kansas City metro area. Quotes were received as per each bed price from Kranz (\$5,929.00), Knapheide (\$6,159.00), and American Equipment Company, (\$6,610.00).

Staff recommends approving the purchase of a replacement bed for Transportation Division's concrete form truck from Kranz of Kansas City for a total price of \$5,929.00. This price includes installation of new bed and disposal of the existing bed. This is an approved FY2021 Budget Capital Outlay Request to replace vital equipment before it becomes a safety hazard.

**IMPACT/ANALYSIS:**

### FINANCIAL IMPACT

Contractor:	Kranz
Amount of Request/Contract:	\$ 5,929.00
Amount Budgeted:	\$ 14,000.00
Funding Source:	225-0000-400-7400 ST2111
Additional Funds:	\$ n/a
Funding Source:	n/a
Encumbered:	\$ n/a
Funds Remaining:	\$ 8,071.00

**STAFF RECOMMENDATION, ACTION, AND DATE:**

Approve the purchase of a replacement bed for Transportation Division's concrete form truck from Kranz of Kansas City for a total price of \$5,929.00 including installation of new bed and disposal of the existing bed.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Kranz of Kansas City Quote
- Knapheide Quote
- American Equipment Company Quote



**QUOTE**

**The Best in Truck Equipment**  
 3738 Gardner Ave. Kansas City, MO 64120  
 816-231-9995 / Fax 816-920-6226

<b>Date</b>	<b>3/10/20</b>	<b>Vehicle Make</b>	<b>Ford</b>	<b>Engine</b>		<b>W/B</b>	
<b>PO Number</b>		<b>Model</b>	<b>F350</b>	<b>Trans.</b>		<b>Color</b>	
<b>Salesman</b>	<b>Chip</b>	<b>Year</b>	<b>2008</b>	<b>C/A</b>	<b>84"</b>	<b>Vin</b>	
<b>Customer</b>	<b>City of Belton</b>						
<b>Contact name</b>	<b>Klayton Turnbow</b>						
<b>Street address</b>	<b>506 Main Street</b>						
<b>City</b>	<b>Belton</b>						
<b>ST</b>	<b>Mo, 64012</b>						
<b>End User</b>							
<b>Phone</b>							
<b>Fax</b>							
<b>E-mail</b>	<b>kturnbow@belton.org</b>						
<b>Qty</b>	<b>Part Number</b>	<b>Description</b>				<b>Price</b>	<b>Total</b>
<b>1</b>	<b>Quote</b>	<b>Atlas steel flatbed</b> <ul style="list-style-type: none"> <li>• 144" long</li> <li>• 96" wide</li> <li>• 1/8" tread-plate floor</li> <li>• 6" structural steel main sills</li> <li>• 3" structural cross sills on 16" center</li> <li>• Full width squared headache rack with window screen</li> <li>• Stake pockets and rub rail each side</li> <li>• Deluxe LED ST/T lights</li> <li>• Painted black</li> <li>• 18K rated slant back style hitch</li> <li>• 7 pole rv style trailer plug</li> <li>• (2) 36" x 18" x 18" steel toolbox mounted each top side</li> <li>• Installed</li> </ul>				<b>\$5,755.00</b>	<b>\$5,755.00</b>
		<b>**** chassis needs to be 84" CA for 12' ****</b>					
<b>1</b>	<b>Option</b>	<b>Install (2) customer supplied tool boxes under side of bed</b>				<b>ADD</b>	<b>\$174.00</b>
		<b>Total</b>					
		<b>Freight</b>					
		<b>Sales Tax</b>					
		<b>F.E.T.</b>					
		<b>Total</b>					<b>\$5929.00</b>

Customer Acceptance of above quotation is indicated by signature below.

Customers signature\_\_\_\_\_

Date.\_\_\_\_\_



Knapheide Truck Equipment  
 7200 NE 45th Street  
 Kansas City MO 64117  
 Phone: 816-472-4444  
 Fax: 816-472-5147  
 www.kansascity.knapheide.com

## QUOTATION

Quote ID: TC00006817

Page 1 of 2

**Customer:** BELTON CITY OF  
 506 MAIN  
 BELTON MO 64012

**Quote Number:** TC00006817

**Quote Date:** 3/9/2020

**Quote valid until:** 5/30/2020

**Contact:** KLAYTON TURNBOW

**Phone:** 816-331-9455

**Fax:** 1-816-322-1657

**By:** Prepared tcummings

**Salesperson:** Tim Cummings

**PO#:**

**Enduser:**

<b>Make:</b> FORD	<b>Model:</b> F-350	<b>Year:</b> 2019	<b>Single/Dual:</b> DRW
<b>Cab Type:</b> REGULAR	<b>Wheelbase:</b> 169.0	<b>Cab-to-Axle:</b> 84.0	<b>VIN:</b>

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	KNAP PVMXT-123C	PRICE INCLUDES THE FOLLOWING FEATURES:  TREAD PLATE: 1/8" THICK STRUCTURAL LONG SILLS WITH GUSSETED CROSS MEMBERS 5" ON 12' AND SHORTER PLATFORMS 7" ON 13' AND LONGER PLATFORMS 6" FOR SRW (80 SERIES) PLATFORMS FORMED, 11-GAUGE HIGH STRENGTH (50,000 PSI) CROSS MEMBERS SPACED ON 18" CENTERS FOR 12' AND SHORTER PLATFORMS AND ON 12" CENTERS FOR 13' AND LONGER PLATFORMS SIDE AND END RAILS CONSTRUCTED OF FORMED 12-GAUGE HIGH STRENGTH STEEL (50,000 PSI) REINFORCED INTERNAL STAKE POCKETS SIZED TO ACCEPT 2"x4" LUMBER AND A WIDE ARRAY OF KNAPHEIDE SIDE OPTIONS ALL CLEARANCE AND MARKER LIGHTS MEET FMVSS 108 REQUIREMENTS WATER-BASED UNDERCOATING ON UNDERSIDE OF PLATFORM ELECTRODEPOSITION PRIME PAINT DURABLE, OVEN-CURED HIGH GLOSS BLACK FINISH TOP COAT	\$6,159.00	\$6,159.00
1	KNAP BHG4096C	DROP IN BULKHEAD WITH GUSSETS, 40" HIGH X 96" WIDE, BLACK	\$0.00	\$0.00
1	HILL 71989	STEL FILL NECK MOUNT	\$0.00	\$0.00
1	BUYE 405BC	BRACKET ANTI-SAIL CHROME (5p)	\$0.00	\$0.00
1	BUYE MFBH2375A	PLATE MNT W/90 BEND (PAIR)	\$0.00	\$0.00
1	MUDF 24X30WL	24X30 FLAP W/LOGO	\$0.00	\$0.00
75	MISC STEEL	STEEL	\$0.00	\$0.00
1	BUYE 1809070	BUMPER 2 1/2" RECEIVER HITCH FLATBED	\$0.00	\$0.00
1	POLL 12-707	7-WAY TRAILER WIRE SOCKET	\$0.00	\$0.00
2	KNAP TBU3618	KNAPHEIDE STEEL UNDER BODY TOOLBOX 36"L X 18"H X 18"D, T-HANDLE LATCH, BLACK -  MOUNTED ON TOP OF THE PLATFORM - ONE PER SIDE	\$0.00	\$0.00

**Quote Total:** \$6,159.00

**Discount:** \$0.00

**Total Due(Sales tax not included):** \$6,159.00



Knapheide Truck Equipment  
7200 NE 45th Street  
Kansas City MO 64117  
Phone: 816-472-4444  
Fax: 816-472-5147  
www.kansascity.knapheide.com

## QUOTATION

Quote ID: TC00006817

Page 2 of 2

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
1	INSTALL FACTORY OEM BU CAMERA	\$115.00	<b>\$115.00</b>	Yes / No
1	INSTALL CUSTOMER PROVIDED UNDERBODY TOOL BOXES	\$410.00	<b>\$410.00</b>	Yes / No

### Notes:

This Quote is subject to the following terms and conditions:

#### Credit Card Policy

We do not accept credit cards for payment of any order in excess of \$10,000.00. For other orders, we do accept MasterCard, American Express, Visa and Discover cards for payment.

#### Pricing Policy

- Price Quotation is good on orders received through the expiration date.
- Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change.
- Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order.

#### Payment Policy

- Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order.
- Payment terms for customers with an established credit account will be Net 30 from date of invoice.
- Knapheide has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

#### Return Policy

- All sales are final. Purchased parts or products are non returnable.

#### Cancellation Policy

- Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Knapheide) and upon cancellation of installation orders, once product installation has begun.

Customer agrees and understands this Quote is an offer to sell subject to the terms and conditions above and any additional terms or modifications are hereby objected to, unless mutually agreed upon in writing by Customer and Knapheide. The undersigned represents and warrants that he/she is duly authorized to sign below on behalf of Customer and thereby accepts offer and Knapheide will begin processing the order.

Customer must fill out the information below before the order can be processed...

Signature & Print Accepted by:	
Date:	
P.O. number:	



EQUIPMENT CO.

3250 Harvester Road

Kansas City, Kansas 66115

(Phone) 913-342-1450 (Fax) 913-342-1377

sales@americanequipment.us

## QUOTATION

DATE	Quotation #
3/13/2020	031320/4RK

NAME / ADDRESS
City of Belton Attention: Street Dept. 506 Main Belton, MO 64012

TO CONFIRM ORDER
Quote Accepted by _____
Date _____
P.O. # _____

LEAD TIME		TERMS	REP	FOB	PHONE	FAX #		
		Due on Rece...	REK		816-331-7516	816-322-1657		
QTY	ITEM	DESCRIPTION				U/M	COST	Total
1	300	Equipment for Ford F-350 dual rear wheel chassis with 84" CA: CM Truck Bodies Model PL 12' x 96" Steel Platform Heavy duty welded bulkhead 4” structural steel channel frame rails Stake pockets with rub rail 1/8" Tread Plate Floor Tapered Receiver Hitch with 7 Pole Plug Mudflaps (1) 36" x 18" x 18" underbody toolbox on top of EACH side of bed Mount customer supplied 24x18x18 toolbox under each side of bed Installation INCLUDING removal of existing flatbed  **Special Terms: Pricing valid for 60 days**					6,610.00	6,610.00
Quoted by Ryan Keith					Total		\$6,610.00	

This quote is valid for 30 days. Applicable taxes not included.



# **SECTION VII**

## **C**

**R2020-23**

**A RESOLUTION APPROVING AN ON-CALL APPRAISAL AND ACQUISITION PROFESSIONAL SERVICES AGREEMENT WITH MOSER & ASSOCIATES, INC. DBA RIGHT-OF-WAY ASSOCIATES FOR A PERIOD OF THREE (3) YEARS WITH THE OPTION OF UP TO TWO (2) SUBSEQUENT ONE-YEAR RENEWALS.**

**WHEREAS,** The City has had an On-Call Appraisal and Acquisition Professional Services Agreement with Moser & Associates, Inc. DBA Right-of-Way Associates since 2011 (Ordinance No. 2011-3724) to have a pre-approved contractor available with pre-approved rates that would be able to conduct appraisal and acquisition professional services without having to go through an extended bidding process. A one-year extension of this agreement was approved on January 8, 2019 (R2019-02). It is time to renew the On-Call Appraisal and Acquisition Professional Services Agreement with Moser & Associates, Inc. DBA Right-of-Way Associates. Right-of-Way Associates is interested in renewing their agreement with the City; and

**WHEREAS,** Staff recommends renewing the On-Call Appraisal and Acquisition Professional Services Agreement with Right-of-Way Associates for a period of three (3) years. Performance appraisals shall be completed on an annual basis concurrently with negotiations of the Schedule of Hourly Rates and Expenses. The Public Works Director is authorized to extend the agreement for two (2) subsequent one-year periods. The total term of the agreement shall not extend five (5) years; and

**WHEREAS,** City Council believes that it is in the best interest of the citizens of Belton to approve the renewal of the On-Call Appraisal and Acquisition Professional Services Agreement with Moser & Associates DBA Right-of-Way Associates. The services provided are essential to expedite projects in need of appraisal and acquisition professional services.

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

**SECTION 1.** That the On-Call Appraisal and Acquisition Professional Services Agreement with Moser & Associates DBA Right-of-Way Associates is hereby approved for a period of three (3) years with the option of up to two (2) subsequent one-year renewals.

**SECTION 2.** This resolution shall take effect and be in full force from and after its passage and approval.

Duly read and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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Mayor Jeff Davis

ATTEST:

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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:

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



## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** May 26, 2020

**DIVISION:** Public Works/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 checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input type="checkbox"/> Both Readings

**ISSUE/RECOMMENDATION:**

The City has had an On-Call Appraisal and Acquisition Professional Services Agreement with Moser & Associates, Inc. DBA Right-of-Way Associates since 2011 (Ordinance No. 2011-3724) to have a pre-approved contractor available with pre-approved rates that would be able to conduct appraisal and acquisition professional services without having to go through an extended bidding process. A one-year extension of this agreement was approved on January 8, 2019 (R2019-02). It is time to renew the On-Call Appraisal and Acquisition Professional Services Agreement with Moser & Associates, Inc. DBA Right-of-Way Associates. Right-of-Way Associates is interested in renewing their agreement with the City.

Staff recommends renewing the On-Call Appraisal and Acquisition Professional Services Agreement with Right-of-Way Associates for a period of three (3) years. Performance appraisals shall be completed on an annual basis concurrently with negotiations of the Schedule of Hourly Rates and Expenses. The Public Works Director is authorized to extend the agreement for two (2) subsequent one-year periods. The total term of the agreement shall not extend five (5) years.

**IMPACT/ANALYSIS:**

N/A

**STAFF RECOMMENDATION, ACTION, AND DATE:**

Approve a resolution approving an On-Call Appraisal and Acquisition Professional Services Agreement with Moser & Associates, Inc. DBA Right-of-Way Associates for a period of three (3) years with the option of up to two (2) additional one-year renewals.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Resolution  
Agreement  
Interest Letter & 2020 Fee Schedule (same as 2018)

**ON-CALL PROFESSIONAL SERVICES AGREEMENT  
PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION**

THIS AGREEMENT is dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between BELTON, MISSOURI, a municipal corporation (City), and \_\_\_\_\_ (Professional).

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Agreement, City and Professional agree as follows:

**PART I  
SPECIAL TERMS AND CONDITIONS**

**Sec. 1. On-Call Professional Services**

The consulting services to be provided under this Agreement will be provided on an On-Call basis in the following categories of work:

Provide project appraisal, acquisition, real estate acquisition, budget estimate, impact studies, and relocation services, and attend City meetings as required.

Professional Services provider (Professional) shall be prepared to provide the services in a timely and comprehensive manner.

The City reserves the right to utilize any combination of Professionals on a cooperative/collaborative basis as needed to complete engineering services for particular assignments.

**Sec. 2. Tasks to be Performed by Professional.**

- A. Task Agreements shall be used to describe the parties' mutual agreement on the Scope of Services, schedule, compensation, and other particulars as stated therein. Task Agreements shall be in the general form shown in **Attachment 1**, attached hereto. Task Agreements are binding only after acceptance and execution by duly authorized representative of both parties. Each Task Agreement shall govern the parties' rights and obligations with respect to each assignment. Each Task Agreement shall be deemed a supplement to this Agreement and as such all terms and conditions of the Task Agreement shall be incorporated into this Agreement.
- B. Each Task Agreement for which the cost of services is within the then current fiscal year budget and the costs of services shall not exceed ten thousand dollars (\$10,000), that Task Agreement shall be approved and executed by the City Manager and Director of Public Works. Each Task Agreement for which the costs of services is within the then current fiscal year budget and the cost of services shall be in excess of ten thousand dollars (\$10,000), that Task Agreement shall be approved and authorized for execution through resolution of the City Council and executed by the City Manager and Director of Public Works. Any Task Agreement for a cost of services which is not within the then current fiscal year budget shall be approved by

the City Council, including any related budget amendments, and executed by the City Manager and Director of Public Works.

- C. City shall have the right to inspect and review the work being done and to consult with Professional at any reasonable time. Conferences will be held at the request of City or Professional.
- D. If it is determined to be in the best interest of the work, Professional shall replace the project manager or any other employee of the Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on an assignment upon written request by the Owner.
- E. The City's Standard Terms and Conditions as set forth in Part II herein, shall be furnished to the Professional prior to signing this Agreement. If the Standard Terms and Conditions are modified, City will notify the Professional.

### **Sec. 3. Term of Agreement**

Unless sooner terminated as provided herein and subject to an annual Professional Services performance appraisal, this Agreement shall remain in force for a period of three (3) years. Performance appraisals of the Professional shall be completed on an annual basis concurrently with negotiations of the Schedule of Hourly Rates and Expenses. The performance appraisal form is attached hereto as **Attachment 5**. The Public Works Director is authorized to extend the agreement for two (2) subsequent one-year periods. The total term of the contract shall not exceed five (5) years.

### **Sec. 4. Compensation and Reimbursables**

- A. The maximum amount that City shall pay the Professional under this Agreement shall be in accordance with the terms of each Task Agreement. Compensation shall be based upon hourly estimates of time needed to complete the Scope of Services in the Task Agreement using the Schedule of Hourly Rates attached hereto in **Attachment 3**:
  - 1. A schedule of expenses and position classifications and the salary range for each expense and position of the Professional, including the approved subcontractors of the Professional, is included as a part of **Attachment 3**. Professional and the Professional's approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually. The Professional will submit the revised Schedule of Hourly Rates and Expenses to the City in December of each year that this Agreement is in effect. Subject to the approval of the Director of Public Works, and in his sole discretion, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any subsequent Task Agreement on January 1<sup>st</sup> of the next calendar year. The approval of a revised Schedule of Hourly Rates and Expenses shall not affect the hourly rates and expenses of any then current Task Agreements. In the event the revised Schedule of Hourly Rates and Expenses is not approved, the then current Schedule shall continue and be applicable to subsequent Task Agreements throughout the next calendar year.



2. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement, to include only the following, in an amount of actual costs. The following are the reimbursable expenses that City has approved:
  - a. Printing, Plotting, Copying, Mailings (actual costs)
  - b. Newspaper Advertising (actual costs)
  - c. Mileage (current IRS rate per mile)
  - d. Geotechnical Services (actual costs)
  - e. Rental of special equipment
3. City is not liable for any obligation incurred by the Professional except as approved under the provisions of this Agreement.
4. Project-related federal, state and local permit costs will be paid for directly by the City.

**B. Method of Payment**

1. Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement attributable to each Task Agreement. City, upon approving the invoice(s), shall remit payment.

**C. Condition Precedent to Payment**

1. It shall be a condition precedent to payment of any invoice from the Professional that the Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by the Professional, City may withhold payment(s) to the Professional for the purpose of set off until such time as the exact amount of damages due City from the Professional may be determined, and
2. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the provisions of a Task Agreement pursuant to this Agreement. City is not liable for any obligation incurred by the Professional except as approved under the provisions of a Task Agreement pursuant to this Agreement.

**Sec. 5. Notices**

All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid or commercial overnight courier to the following:

City of Belton, Public Works Department – Engineering Division  
Public Works Director: Greg Rokos, P.E.  
Address: 506 Main Street, Belton, Missouri 64012  
Phone: 816-892-1269 / Email: [grokos@belton.org](mailto:grokos@belton.org)

Professional: \_\_\_\_\_  
Professional's Legal Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

All notices are effective on the date mailed or deposited with courier.

#### **Sec. 6. Merger**

This Agreement consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; Part II, Standard Terms and Conditions; and any Task Agreements. This Agreement, including any Attachments and incorporated documents, constitutes the entire agreement between City and the Professional with respect to this subject matter.

#### **Sec. 7 Conflict Between Agreement Parts**

In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I, the Standard Terms and Conditions of Part II of this Agreement, and a Task Agreement, Part I will be controlling.

#### **Sec. 8. Responsibilities of City**

##### **City shall:**

- A. Make available to Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Professional in the completion of the work under this Agreement.
- C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement, or their designee pursuant to the terms of a Task Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement and a related Task Agreement, and the responsibility to be available to inspect and review the work and to consult with Professional at any reasonable time.
- D. Provide standard City forms as required.
- E. Provide City – Licensed Geographical Information System Data set forth in **Attachment 2**, incorporated into this Agreement.



**Sec. 9. Attachments to Part I.**

The following documents are Attachments to Part I of this Agreement and are attached hereto and incorporated herein by this reference:

- Attachment 1 – Generic Task Agreement
- Attachment 2 – Licensed Geographical Information System Data
- Attachment 3 – Schedule of Hourly Rates and Expenses
- Attachment 4 – Affidavit of Enrollment if Federal Work Authorization Program
- Attachment 5 – Professional Services Performance Appraisal

**Sec. 10. Subcontracting.** Professional is hereby authorized to subcontract subject to a City review and approval on a case by case basis of Professional's proposed subcontractor.

- A. The City's Standard Terms and Conditions as set forth in Part II herein, shall be included with any agreement between the Professional and the subcontractor.
- B. Subcontractors are subject to the same insurance coverage limits and time frames as the Professional. .

**THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS**

**PROFESSIONAL**

I hereby certify that I have authority to execute  
this document on behalf of the Professional

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Affix Corporate Seal)

**BELTON, MISSOURI**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
(Date)

## Attachment 1



### City of Belton – Public Works Task Agreement

Contract:									
Ordinance or Resolution:	Task Agreement No:				Funding Amount:  Date of Schedule of Hourly Rates and Expenses:  Purchase Order No:				
Project Title:									
Contractor/Consultant (including subs):					Division and Staff Project Manager:				
Project Management Manual reviewed:					Attachments (Gantt Chart, etc.):				
PROJECT Scope (can be in the form of an attachment):									
<b>Staff Signatures</b>					<b>Partner Signatures</b>				
<b>Director of Public Works:</b> Greg Rokos		<b>City Manager:</b> Alexa Barton			<b>Project Manager:</b>			<b>Company Principal (if different):</b>	
Signature: _____ Date: _____		Signature: _____ Date: _____			Signature: _____ Date: _____			Signature: _____ Date: _____	
Project Type:	Design		Construction		Property Acquisition		Conceptual – Problem Solving		Surveying
Project Discipline(s):	Transportation		Planning		Water		Wastewater		Stormwater
Report(s) Received:									
Work on File:									
This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the _____ day of _____, 20____.									

Attach scope of work, budget, and other supporting material.

## **ATTACHMENT 1**

### **TASK AGREEMENTS**

#### **Project Appraisal and Acquisition Scope of Services:**

Project services are for those assignments in which appraisals and acquisitions services are needed. Examples are for sanitary and storm sewer projects, roadways and water line projects.

All appraisal and acquisition services will be performed in accord with the *Uniform Standards of Professional Appraisal Practice*. In cases where State and/or Federal funding is involved, services will be in accord with the requirements of the *Missouri Department of Transportation*, as well as the *Missouri Department of Economic Development* and the *Community Block Development Grant* guidelines, when required. Our services will also be in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and the Housing and Community Development Act of 1974, when required..

Any parcel requiring appraisal and acquisitions for non-donated tracts will comply with enacted *Chapter 523, Condemnation Proceedings, of the Missouri Revised Statutes*. This act requires a 30-day window for property owners to provide an alternative routing and specific considerations prior to any eminent domain proceedings (if necessary), and a minimum 30-day negotiating period, including providing a copy of the appraisal to the property owner.

#### **Preliminary Acquisition Notice/60-Day Letter -**

We will prepare and send, via certified mail, the Preliminary Acquisition Notice/60-Day Letter to the property owners. The brochure, *When a Public Agency Acquires Your Property*, or other suitable explanatory information, will also be mailed. The City will provide the mailing list in electronic format.

#### **Acquisition Services (Donations) -**

We will prepare acquisition documents from legal description furnished by the City. If the property owners wish to donate after receipt of the Preliminary Acquisition Notice (and a sample acquisition document, the acquisition sketch and a legal description), we will obtain the signed documents and transmit to the City. If donations are not obtained subsequent to the letter request, appraisals will be performed.

#### **Appraisal Services -**

Appraisals will be performed according to the following scope, for property owners wishing appraisals for donations, as well as for the non-donated properties:

1. Invite each owner to accompany the appraiser during the property inspection.
2. For each parcel, identification of the economic unit, or larger parcel to be appraised, based upon the unities of use, contiguity and ownership.
3. Identify available utility and development infrastructure.
4. Review the existing zoning, and master planned zoning, from the appropriate governmental authority. Estimate the Highest and Best use of the property.
5. Research county records and other available sources for comparable sales data.
6. Estimate land values based upon comparable data.

## **Attachment 1 – Task Agreements – Page 2**

7. Analyze and estimate value impacts due to takings and site improvement losses (structures and other improvements).
8. Analyze any building setback impacts due to the acquisitions.
9. Preparation of valuation which delineates monetary impacts.

### ***Appraisal Review Services -***

Appraisal reviews will be performed for those projects in which State or Federal Funding is obtained. These reviews will ensure compliance with regulatory procedures and will be presented in a written format.

### ***Acquisition Services (Non-Donations) -***

An average of five property contacts may be made during the non-donation phase of the acquisition project, outlined as follows:

Contact 1. Contact each owner by telephone to schedule a time to meet with them, at their convenience.

Contact 2. Travel to the property owner's residence, place of business or another location of their choice (within the Kansas City Metropolitan area. Otherwise, contacts will be by telephone and mail). Review the plans for the project with them, answer any questions they may have, receive technical engineering questions, provide the owner the appraisal and make the offer to them for the acquisition(s) for the project. If the owner chooses to make a counteroffer, transmit this information to the Client/Project Engineer for their decision. If the owner is agreeable, the transaction would be completed in this first visit. Normally, additional contacts are required.

Contact 3. Contact each owner, and if they desire, meet with them again. Provide answers to technical engineering questions from information provided by the Client/Project Engineer. Answer any additional questions regarding the appraisal/acquisition process or seek additional engineering counsel. At that point, we will attempt to complete the transaction at the original offer or any approved counteroffer amount.

Contact 4. Following consultation with the Client/Project Engineer, write a final offer letter to the property owner in an attempt to acquire the needed rights of way/easements.

Contact 5. If the owner accepts the final offer, meet with them again to sign. If we are unable to satisfactorily complete the negotiation, transmit the file to the Client for legal action.

### **Project Real Estate Acquisition Budget Estimates:**

The scope of these assignments is to estimate the project real estate acquisition costs for budgeting purposes. The cost estimates will be in compliance with the *Uniform Standards of Professional Appraisal Practice* and will be limited to the City of Belton's use only. The reports will be presented in a restricted format and a value range will be provided. The final acquisition prices may vary from the estimate due to variables in the project such as unknown factors not evident until the time of property inspection or negotiation administrative settlements.

### **Impact Studies:**

These are performed to determine the impact on property values due to the existence of facilities, such as water towers, etc. These studies can aid in routing and siting of facilities. The scope is dependent upon the assignment.

**Attachment 1 – Task Agreements – Page 3**

**Relocation Services:**

Any property owner relocation services will be in compliance with the Code of Federal Regulations 49 CFR Part 24, Part B, Real Property Acquisition.

**Additional Services:**

Additional services are unanticipated expenses subsequent to the base services:

*Appraisals/Acquisitions -*

Any additional appraisals or acquisitions for properties beyond the specified scope is an additional service.

*Appraisal Report Updates -*

Any appraisal reports that require update due a change in market conditions attributed to delays in the project beyond our control is considered an additional service.

*Meeting Attendance -*

We will attend status and strategy meetings, if needed.

*Condemnation Services -*

We can provide evidence and testimony showing good faith offers have been made. If needed, we can prepare condemnation exhibits and provide expert testimony as to valuation conclusions.

## ATTACHMENT 2

### CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

CITY will provide licensed materials for Geographical Information Systems to be used for the project as follows:

**Grant of License.** CITY grants to DESIGN PROFESSIONAL and DESIGN PROFESSIONAL hereby accepts, upon the express terms and conditions contained in this Agreement, a non-exclusive License to use the information described herein in the form produced and maintained by the Geographical Information System produced and maintained by City.

**License Materials.** The materials licensed for use by DESIGN PROFESSIONAL under this Agreement are the forms which can be read or manipulated by computer of the geographical and physical characteristic information collected and assimilated in the records of City ("Licensed Materials").

**Use of Licensed Materials.** Subject to the terms, conditions and prohibitions of this Agreement, DESIGN PROFESSIONAL shall be entitled to use the information contained in the licensed materials to accomplish the scope of services provided by DESIGN PROFESSIONAL. At the completion of the Agreement, DESIGN PROFESSIONAL shall return all materials to the CITY, and shall permanently remove the Licensed Materials from any media used by DESIGN PROFESSIONAL. At the end of the Agreement, DESIGN PROFESSIONAL shall provide a written certification that all materials are returned and that all materials, including copies, have been removed from the equipment or media of DESIGN PROFESSIONAL.

**Transfer of Licensed Materials.** This license is expressly nontransferable and DESIGN PROFESSIONAL shall not transfer any interest, entitlement or obligation under this Agreement to any other person or entity.

**Data.** The data and information contained in the Licensed Materials shall be those files and systems as recorded and existing as of the time DESIGN PROFESSIONAL requests the information.

**Title.** The custody and title and all other rights and interests in the Licensed Materials are and shall at all times remain with the CITY and with the Offices or officials of the CITY having official custody of the Licensed Materials.

**Not Public Records.** The database in the form of the Licensed Materials is proprietary, intellectual property of the CITY and shall not be considered or deemed as open, public records, except as provided in Section 256.670, Revised Statutes of Missouri. DESIGN PROFESSIONAL shall and hereby expressly agrees that it will, recognize the property interests of CITY and CITY agrees that it is not, pursuant to this License, a custodian of any open, public records, except as may exist pursuant to Section 256.670 Revised Statutes of Missouri.

**Access to Materials.** Pursuant to the terms and conditions of this agreement, DESIGN PROFESSIONAL shall be provided access to obtain the Licensed Materials in a periodic basis for the term of this Agreement. As provided in this Agreement, DESIGN PROFESSIONAL, shall be entitled to any Modifications, updates, renewals or additional data or information under the License granted by this Agreement.

**Updated Material and Modifications.** CITY shall in accordance with this Agreement and upon request of the DESIGN PROFESSIONAL provide to DESIGN PROFESSIONAL updates to or modification of all or any specific parts of the data or information in the Licensed Materials. Any such updates or modifications provided by CITY shall be covered by and subject to each and all of the terms and conditions of this Agreement. Furthermore, upon completion or termination of this Agreement, DESIGN PROFESSIONAL, will provide to CITY in a compatible form, updated information developed during the execution of the Scope of Services provided by DESIGN PROFESSIONAL.

**Data Contents.** The data contained in the materials licensed by CITY to DESIGN PROFESSIONAL under this Agreement shall include that information necessary to allow DESIGN PROFESSIONAL to perform scope of services outlined in the Agreement.

**Waiver.** The waiver of any breach of any provision of this license shall not constitute a waiver of any subsequent breach of the same or other provisions of the Agreement.

**Modifications.** Any modification to the rights provided herein for licensed materials shall be in writing executed by each party.



### Attachment 3

#### Schedule of Hourly Rates and Expenses

RIGHT OF WAY ASSOCIATES  
2020 FEE SCHEDULE  
CITY OF BELTON, MISSOURI

A. Personnel hourly rates:

<u>Position</u>	<u>Rate/Hr.</u>
Principal Appraiser	\$225.00
Associate Appraiser	\$125.00
Right of Way Agent	\$90.00
Technician	

B. Mileage:

\$.54 per mile.	\$50.00
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C. Out of pocket expenses:

Reimbursement of out of pocket expenses at cost (maps, ownership documents, etc.).

**Attachment 4**  
**Affidavit of Enrollment in Federal Work Authorization Program**

Comes now \_\_\_\_\_ (Name) as  
\_\_\_\_\_ (Position Held) first being duly sworn, on my oath, affirm  
\_\_\_\_\_ (Company Name) is enrolled and will continue to participate in a  
federal work authorization program in respect to employees that will work in connection with the  
contracted services related to the On-Call Professional Services Agreement for the duration of the  
Agreement, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that \_\_\_\_\_ (Company Name) does not and will not  
knowingly employ a person who is an unauthorized alien in connection with the contracted services  
related to the On-Call Professional Services Agreement for the duration of the Agreement, if awarded.

***In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that  
false statements made in this filing are subject to the penalties provided under Section 575.040,  
RSMo).***

\_\_\_\_\_  
Signature (Person with Authority)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title (Person with Authority)

\_\_\_\_\_  
Date

Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. I am  
commissioned, and affix my official seal, as a notary public within the County of \_\_\_\_\_  
State of \_\_\_\_\_, and my commission expires on \_\_\_\_\_  
20\_\_.

\_\_\_\_\_  
Signature of Notary  
(Affix Seal)

\_\_\_\_\_  
Date



## Attachment 5

### Professional Services Performance Appraisal

The following is a summary of scope or work-related information, and a list of values and performance measures that the City believes important to the relationship between community, staff, and consultant. These measures will be utilized annually to initiate discussion for improvement necessary to provide great service to the community. It may also be the basis for termination of existing contracts if deemed in the best interest of the City.

Consultant: \_\_\_\_\_ Date: \_\_\_\_\_

What type of activities was this consultant responsible for? (circle all that apply)

Design	Construction	Property Acquisition	Conceptual – Problem Solving	Surveying
Transportation	Planning	Water	Wastewater	Stormwater

Was the work completed on schedule, according to scope and under budget?  
If not, why? Was it due to the service provider and how?

**On a scale of 1 – 5, 5 being the best, rate the following and provide comments for each.**

Quality of work:

Comments:

Responsiveness:

Comments:

Customer Service (community):

Comments:

Communication:

Comments:

Cooperation with others:

Comments:

Creativity/Innovation:

Comments:

Overall Performance:

PART II  
STANDARD TERMS AND CONDITIONS

**Sec. 1. General Indemnification.**

Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with this Agreement, caused in whole or in part by Professional, its employees, agents, or subcontractors, or caused by others for whom Professional is liable, regardless of whether or not caused in part by any act or omission of City, its agencies, officials, officers, or employees. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement. Professional's obligations under this section with respect to indemnification for acts or omissions of City, its agencies, officials, officers, or employees shall be limited to the coverage and limits of General (not Professional) Liability insurance that Professional is required to procure and maintain under this Agreement.

**Sec. 2. Indemnification for Professional Negligence.**

Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, to the extent arising from the negligent acts or omissions in connection with this Agreement, caused by Professional, its employees, agents, subconsultants, or caused by others for whom Professional is liable, in the performance of professional services under this Agreement. Professional is not obligated under this section to

indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

**Sec. 3. Insurance.**

A. Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Professional shall supply such insurance, if available, at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.

1. Commercial General Liability Insurance: with limits of \$2,500,000 per occurrence and \$2,500,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,500,000
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory  
Employers Liability

\$100,000 accident with limits of:  
500,000 disease-policy limit  
\$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of \$2,500,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be

written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Professional.

4. Professional Liability Insurance: with limits Per Claim/Annual Aggregate according to the following schedule:

<u>Professional's Minimum</u>	<u>Fee Minimum Limits</u>
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City form furnished in Attachment 5 or its equivalent.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

D. Regardless of any approval by City, it is the responsibility of Professional to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Professional's failure to maintain the required insurance in effect, City may order Professional to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

#### **Sec. 4. Design Standards and Endorsement.**

A. Except as otherwise directed in writing by City, Professional shall use applicable design standards, in effect as of the date of services rendered, that are required by federal, state, local laws or codes or such standards recognized and used in the industry that are in effect as of the

date of services rendered in the performance of services under this Agreement. In the development of any design under this Agreement, Professional shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336 as well as 28 CFR parts 35 and 36 and 29 CFR part 1630, as applicable and as amended from time to time, and shall comply with the City's Buy American policy. Professional shall notify and explain to City any applicable exceptions under these acts. The City acknowledges that the requirements of the Americans with Disabilities Act, Fair Housing Act and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Professional therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of execution of this Agreement, submission to building authorities, or other appropriate date and as they apply to the Project. The Professional, however, cannot and does not warrant or guarantee that the City's Project will comply with all interpretations of the accessibility requirements and/or the requirements of the federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

B. Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Professional. All Professional's subconsultants as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.

C. Professional shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by Professional.

#### **Sec. 5. Copyright and Ownership of Documents.**

A. Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived,

reduced to practice or made by Professional or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Professional or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Professional is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Professional hereby assigns to City any rights it may have in such copyrightable works. Professional shall cooperate with City in obtaining any copyrights or patents.

B. Original documents, including plans, specifications, reports, maps, models and renderings, including electronic media, prepared or obtained under the terms of this Agreement shall be delivered to and become property of City and basic survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Professional will be removed and the Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Professional will be removed.

**Sec. 6. Governing Law.** This Agreement shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

**Sec. 7. Compliance with Laws.** Professional shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement and in effect as of the date of Services rendered.

**Sec. 8. Termination for Convenience.**

A. City may, at any time upon ten (10) days notice to Professional specifying the effective date of termination, terminate this Agreement, in whole or in part, including any Task Agreement. If this Agreement, or any specific Task

Agreement, is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within 30 days of such date.

B. If this Agreement, or any specific Task Agreement, is terminated prior to Professional's completion of services, all work or materials prepared or obtained by Professional pursuant to this Agreement shall become City's property. The professional shall be held harmless for any reuse or modification of its documents by the City

C. If this Agreement, or any specific Task Agreement, is terminated prior to Professional's completion of the services to be performed hereunder, Professional shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Agreement, or any specific Task Agreement. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within 30 days of such date.

**Sec. 9. Default and Remedies.** If Professional shall be in default or breach of any provision of this Agreement or any specific Task Agreement, City may terminate this Agreement and/or the specific Task Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Professional notice and opportunity to correct such default or breach.

**Sec. 10. Waiver.** Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Professional to which the same may apply and, until complete performance by Professional of the term, covenant or condition, City shall be entitled to invoke any remedy available to it



under this Agreement or by law despite any such forbearance or indulgence.

**Sec. 11. Acceptance.** No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

**Sec. 12. Modification.** Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City.

**Sec. 13. Headings; Construction of Agreement.** The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

**Sec. 14. Severability of Provisions.** Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

**Sec. 15. Audit.**

A. The City Auditor, the City's Finance Director and the City department administering this Agreement shall have the right to audit this Agreement and all books, documents and records relating thereto.

B. Professional shall maintain all its books, documents and records relating to this Agreement during the Agreement period and for three (3) years after the date of final payment.

C. The books, documents and records of Professional in connection with this Agreement shall be made available to the City Auditor, the City's Finance Director and the City department administering this Agreement within ten (10) days after the written request is made.

**Sec. 16. Tax Compliance.** Professional shall provide proof of compliance with the City's tax ordinances as a precondition to the City making the first payment under this Agreement. If Professional performs work on an Agreement that is for a term longer than one year, the Professional also shall submit to the city proof of compliance with the City's tax ordinances as a condition precedent to the city making final payment under the Agreement.

**Sec. 17. Federal Work Authorization Program Compliance.**

As a condition to an award of a contract greater than \$5,000.00, Professional shall enroll in or be enrolled in a Federal Work Authorization Program. Professional shall deliver to the City an Affidavit of Enrollment in a Federal Work Authorization Program stating the Professional is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and Professional does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

**Sec. 18. Assignability or Subcontracting.** Neither party shall assign or transfer any part or all of its interest without the other party's prior approval. If Professional shall subcontract, or transfer any part of Professional's obligations under this Agreement without the prior approval of City, it shall constitute a material breach of this Agreement.

**Sec. 19. Conflicts of Interest.** Professional certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Professional in this Agreement.

**Sec. 20. Buy American Preference.** It is the policy of the city that any manufactured goods or commodities used or supplied in the performance of any city Agreement or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

# *Right of Way Associates*

*Appraisals • Acquisitions • Consultation • Negotiations*

May 19, 2020

Mr. Greg Rokos, *P.E.*  
Public Works Director  
City of Belton  
520 Main Street  
Belton, MO 64012

Re: Appraisal and Acquisition Services  
Annual Contract Extension

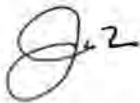
Dear Mr. Rokos:

Thank you for your interest in extending our contract with the City of Belton, originally dated June 14, 2011.

Attached are our 2020 billing rates, which we have kept the same since our 2018 contract extension. We will also be providing you with updated certificates of insurance.

We appreciate the opportunity to be of service and look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to be 'J. W. Moser'.

John W. Moser, *MAI, SRA*  
President

Enclosure

**RIGHT OF WAY ASSOCIATES  
2020 FEE SCHEDULE**

**CITY OF BELTON, MISSOURI**

A. Personnel hourly rates:

<u>Position</u>	<u>Rate/Hr.</u>
Principal Appraiser	\$225.00
Associate Appraiser	125.00
Right of Way Agent	90.00
Technician	50.00

B. Mileage:

\$0.54 per mile.

C. Out of pocket expenses:

Reimbursement of out of pocket expenses at cost (maps, ownership documents, etc.).



# **SECTION VII**

## **D**

**R2020-24**

**A RESOLUTION REAPPOINTING DAVID DANIELS AND JENNIFER GARNER AND APPOINTING ADRIAN HALL TO THE MUNICIPAL PARK BOARD.**

**WHEREAS**, Section 17-40 of the Belton Code of Ordinances provides for the appointment of nine (9) directors to the Municipal Park Board by the Mayor of the City, subject to the approval of the City Council; and

**WHEREAS**, David Daniels' term expires June 1, 2020; he is hereby reappointed to serve as a member of the Park Board until June 1, 2023; and

**WHEREAS**, Jennifer Garner's term expires June 1, 2020; she is hereby reappointed to serve as a member of the Park Board until June 1, 2023; and

**WHEREAS**, Barbara Miller's term expires June 1, 2020; and

**WHEREAS**, Adrian Hall is hereby appointed to serve as a member of the Park Board until June 1, 2023.

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

**SECTION 1.** That the following named individuals shall constitute the Municipal Park Board with terms of office as shown:

<u>NAME</u>	<u>TERM</u>
Charlie Dalzell	June 1, 2021
Mike Miller	June 1, 2021
Terry Ward	June 1, 2021
Zebadiah Morlok	June 1, 2022
Bryan Murdock	June 1, 2022
Rusty Sullivan	June 1, 2022
<b>David Daniels</b>	<b>June 1, 2023</b>
<b>Jennifer Garner</b>	<b>June 1, 2023</b>
<b>Adrian Hall</b>	<b>June 1, 2023</b>
Councilmember Liaison – Stephanie Davidson	

**SECTION 2.** This resolution shall take effect and be in full force from and after its passage and approval.

**SECTION 3.** That all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.

Duly read and passed this 26<sup>th</sup> day of May, 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 26<sup>th</sup> day of May, 2020, and adopted at a regular meeting of the City Council held the 26<sup>th</sup> day of May, 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, MISSOURI  
APPLICATION FOR APPOINTMENT TO CITY  
BOARDS AND COMMISSIONS

Date 5-19-2020

\*Board/Commission of interest Parks Board

\*Name Adrian Hall

\*Phone# 816 682 5267

\*Home Address 531 Mark Ln.

Belton MO.

64012

\*Do you reside within the city  
limits of Belton? (circle one)

☒ Yes

☐ No

\*E-mail aimhi74@gmail.com

Length of residence in Belton 18 years

Why are you interested in serving on this Board or Commission? \_\_\_\_\_

I am a long time Belton Resident. I love our  
Parks and hope to be able to Improve them.

List other service on local boards or commission: Was a deacon at

Belton Christian Church. Long time Youth  
Coach i.e. soccer, softball, Basketball.

Other qualifications you have that may be helpful in serving on this particular board:

For the last several years I have been  
Involved with creating and building the Disc  
golf course out at Cleaveland Lake and want to make  
it even better!

Signature: \_\_\_\_\_

\*Required information

Updated 1/6/2015

F:\Board and Commission info\application board & commissions.doc

# **SECTION IX**

## **B**

**BILL NO. 2020-26**

**ORDINANCE NO.**

**AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2021 ADOPTED CITY BUDGET.**

**WHEREAS**, on March 10, 2020 under Ordinance No. 2020-09, the City Council approved the Fiscal Year 2021 City Budget; and

**WHEREAS**, subsequent to the adoption of the Fiscal Year 2021 City Budget, anticipated cash carry over amounts are now known; and

**WHEREAS**, amounts that were approved in the Fiscal Year 2020 City Budget that were not spent and need to be reappropriated in the Fiscal Year 2021 City Budget are now known.

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

**SECTION 1.** In the General Fund, # 010 ...

INCREASE the balance by \$ 1,033,351 (whole dollars) of Revenue line item, # 010-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 17,343 (whole dollars) of Revenue line item, # 010-0000-391-4012 , named Transfers from Public Safety Sales Tax.

INCREASE the balance by \$ 48,969 (whole dollars) of Expense line item, # 010-2000-400-3025 , named Public Works – Engineering.

INCREASE the balance by \$ 40,900 (whole dollars) of Expense line item, # 010-4400-495-7400 , named Capital Outlay – Equipment – Executime Solutions.

INCREASE the balance by \$ 20,000 (whole dollars) of Expense line item, # 010-4400-495-7400 , named Capital Outlay – Equipment – City Website Upgrade.

INCREASE the balance by \$ 22,000 (whole dollars) of Expense line item, # 010-4400-495-7300 , named Capital Outlay – Improvements – Communication Center HVAC System.

INCREASE the balance by \$ 170,000 (whole dollars) of Expense line item, # 010-4400-495-7500 , named Capital Outlay – Vehicles – Patrol Cars.

INCREASE the balance by \$ 13,000 (whole dollars) of Expense line item, # 010-4400-495-7400 , named Capital Outlay – Equipment – Replacement Shower Inserts.

INCREASE the balance by \$ 735,825 (whole dollars) of Expense line item, # 010-1000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 2.** In the Public Safety Sales Tax Fund, # 012...

INCREASE the balance by \$ 29,821 (whole dollars) of Revenue line item, # 012-0000-367-9000 , named Cash Carryover (Fire - \$ (152,657) and Police - \$ 182,478).

DECREASE the balance by \$ 152,657 (whole dollars) of Expense line item, # 012-3600-400-8510 , named Fire – Transfers to General Fund.

INCREASE the balance by \$ 170,000 (whole dollars) of Expense line item, # 012-3800-400-8510 , named Police – Transfers to General Fund.

INCREASE the balance by \$ 12,478 (whole dollars) of Expense line item, # 012-3800-400-9000 , named Police - Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 3.** In the General Capital Fund, # 014...

INCREASE the balance by \$ 5,435 (whole dollars) of Revenue line item, # 014-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 5,435 (whole dollars) of Expense line item, # 014-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 4.** In the Park Fund, # 220...

INCREASE the balance by \$ 254,047 (whole dollars) of Revenue line item, # 220-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 33,043 (whole dollars) of Expense line item, # 220-3040-495-7300 , named High Blue Wellness Center – Capital Outlay – Improvements - Roof Replacement (Project PR2005).

INCREASE the balance by \$ 221,004 (whole dollars) of Expense line item, # 220-0000-400-9000 , named Park Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.



**SECTION 5.** In the Street Impact Fee Fund, # 223...

INCREASE the balance by \$ 250,429 (whole dollars) of Revenue line item, # 223-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 178,032 (whole dollars) of Expense line item, # 223-0000-400-8545 , named Transfer to Street Capital Projects Fund.

INCREASE the balance by \$ 72,397 (whole dollars) of Expense line item, # 223-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 6.** In the Hotel/Motel Tax Fund, # 224...

INCREASE the balance by \$ 100,165 (whole dollars) of Revenue line item, # 224-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 100,165 (whole dollars) of Expense line item, # 224-0000-400-9000 , named Rainy Day .

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 7.** In the Street Fund, # 225...

INCREASE the balance by \$ 1,191,903 (whole dollars) of Revenue line item, # 225-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 150,000 (whole dollars) of Expense line item, # 225-0000-495-7200 , named Capital Outlay – Building - Building .

INCREASE the balance by \$ 500,000 (whole dollars) of Expense line item, # 225-0000-495-7300 , named Capital Outlay – Improvements – Street Preservation Program .

INCREASE the balance by \$ 17,500 (whole dollars) of Expense line item, # 225-0000-495-7400 , named Capital Outlay – Equipment – Snow Plow .

INCREASE the balance by \$ 15,550 (whole dollars) of Expense line item, # 225-0000-495-7400 , named Capital Outlay – Equipment – Salt Spreader.

INCREASE the balance by \$ 17,000 (whole dollars) of Expense line item, # 225-0000-495-7400 , named Capital Outlay – Equipment – Service Truck.

INCREASE the balance by \$ 128,000 (whole dollars) of Expense line item, # 225-0000-495-7400 , named Capital Outlay – Equipment – Dump Truck Replacement.

INCREASE the balance by \$ 363,853 (whole dollars) of Expense line item, # 225-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 8.** In the Markey Parkway Regional Detention Fund, # 226 ...

DECREASE the balance by \$ 7,175 (whole dollars) of Revenue line item, # 226-0000-367-9000 , named Cash Carryover.

DECREASE the balance by \$ 7,175 (whole dollars) of Expense line item, # 226-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 9.** In the Capital Improvement Sales Tax Fund, # 227 ...

INCREASE the balance by \$ 90,134 (whole dollars) of Revenue line item, # 227-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 90,134 (whole dollars) of Expense line item, # 227-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 10.** In the Park Sales Tax Fund, # 229 ...

INCREASE the balance by \$ 127,876 (whole dollars) of Revenue line item, # 229-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 127,876 (whole dollars) of Expense line item, # 229-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 11.** In the Mayor's Christmas Tree Fund, # 231 ...

INCREASE the balance by \$ 3 (whole dollars) of Revenue line item,

# 231-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 3 (whole dollars) of Expense line item, # 231-0000-400-4023 , named Community Supplies.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 12.** In the Drug Seizure Fund, # 232 ...

INCREASE the balance by \$ 7,634 (whole dollars) of Revenue line item, # 232-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 7,634 (whole dollars) of Expense line item, # 232-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 13.** In the DWI Recovery Fund, # 233 ...

INCREASE the balance by \$ 11,350 (whole dollars) of Revenue line item, # 233-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 11,350 (whole dollars) of Expense line item, # 233-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 14.** In the Special Training Fund, # 234 ...

INCREASE the balance by \$ 6,311 (whole dollars) of Revenue line item, # 234-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 6,311 (whole dollars) of Expense line item, # 234-0000-400-3420 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 15.** In the Debt Service Fund, # 334 ...

INCREASE the balance by \$ 1,176,797 (whole dollars) of Revenue line item, # 334-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 1,176,797 (whole dollars) of Expense line item, # 334-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 16.** In the Major City Construction Fund, # 442 ...

DECREASE the balance by \$ 184,755 (whole dollars) of Revenue line item, # 442-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 193,750 (whole dollars) of Revenue line item, # 442-0000-313-1509 , named TDD – Peculiar Drive .

INCREASE the balance by \$ 8,995 (whole dollars) of Expense line item, # 442-5415-495-7112 , named Peculiar Drive & Outer Rd – Engineering & Design .

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 17.** In the Street Capital Projects Fund, # 445 ...

DECREASE the balance by \$ 3,045,540 (whole dollars) of Revenue line item, # 445-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 178,032 (whole dollars) of Revenue line item, # 445-0000-391-2300 , named Transfer from Impact Fee Fund .

DECREASE the balance by \$ 2,867,508 (whole dollars) of Expense line item, # 445-0000-400-9000 , named Rainy Day .

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 18.** In the Storm Water Projects Fund, # 451 ...

INCREASE the balance by \$ 187,080 (whole dollars) of Revenue line item, # 451-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 187,080 (whole dollars) of Expense line item, # 451-5625-495-7117 , named Cherry Hill - Construction .

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 19.** In the Sewer Impact Fee Fund, # 460...

INCREASE the balance by \$ 127,540 (whole dollars) of Revenue line item, # 460-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 127,450 (whole dollars) of Expense line item, # 460-0000-400-9000 , named Rainy Day .

FOR THE PURPOSE OF: Adjusting cash carryover to actual .

**SECTION 20.** In the Water Impact Fee Fund, # 462...

INCREASE the balance by \$ 830,958 (whole dollars) of Revenue line item, # 462-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 488,376 (whole dollars) of Expense line item, # 462-5714-400-9000 , named Capital Outlay – Waterline Replacement .

INCREASE the balance by \$ 342,582 (whole dollars) of Expense line item, # 462-0000-400-9000 , named Rainy Day .

FOR THE PURPOSE OF: Adjusting cash carryover to actual .

**SECTION 21.** In the Wastewater Fund, # 660...

INCREASE the balance by \$ 520,395 (whole dollars) of Revenue line item, # 660-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 150,000 (whole dollars) of Expense line item, # 660-0000-495-7200 , named Capital Outlay – Building – Building .

INCREASE the balance by \$ 51,211 (whole dollars) of Expense line item, # 660-0000-495-7300 , named Capital Outlay – Improvements – Streambank Stabilization .

INCREASE the balance by \$ 32,063 (whole dollars) of Expense line item, # 660-0000-495-7300 , named Capital Outlay – Improvements – Public I & I .

INCREASE the balance by \$ 17,000 (whole dollars) of Expense line item, # 660-0000-495-7500 , named Capital Outlay – Equipment – Service Truck .

INCREASE the balance by \$ 128,000 (whole dollars) of Expense line item, # 660-0000-495-7400 , named Capital Outlay – Equipment – Dump Truck Replacement.

INCREASE the balance by \$ 142,121 (whole dollars) of Expense line item, # 660-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 22.** In the Solid Waste Disposal Fund, # 661...

INCREASE the balance by \$ 131,458 (whole dollars) of Revenue line item, # 661-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 131,458 (whole dollars) of Expense line item, # 661-0000-400-3020 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 23.** In the Water Fund, # 662...

INCREASE the balance by \$ 811,389 (whole dollars) of Revenue line item, # 662-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 150,000 (whole dollars) of Expense line item, # 662-0000-495-7200 , named Capital Outlay – Building – Building.

INCREASE the balance by \$ 25,000 (whole dollars) of Expense line item, # 662-0000-495-7400 , named Capital Outlay – Equipment – Badger Meter Reading Software.

INCREASE the balance by \$ 17,000 (whole dollars) of Expense line item, # 662-0000-495-7500 , named Capital Outlay – Equipment – Service Truck.

INCREASE the balance by \$ 619,389 (whole dollars) of Expense line item, # 662-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 24.** In the Golf Fund, # 665...

INCREASE the balance by \$ 168,807 (whole dollars) of Revenue line item, # 665-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 28,000 (whole dollars) of Expense line item, # 665-0000-495-7400 , named Capital Outlay - Equipment – Riding Greens Mower.

INCREASE the balance by \$ 26,700 (whole dollars) of Expense line item, # 665-0000-495-7400 , named Capital Outlay - Equipment – Irrigation System.

INCREASE the balance by \$ 70,000 (whole dollars) of Expense line item, # 665-0000-495-7400 , named Capital Outlay - Equipment – Golf Course Netting.

INCREASE the balance by \$ 44,107 (whole dollars) of Expense line item, # 665-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 25.** That this ordinance shall be in full force and effect from and after 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 \_\_\_\_ 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

# **SECTION IX**

## **C**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE NINTH AMENDMENT TO THE TAX INCREMENT FINANCING REDEVELOPMENT CONTRACT BETWEEN THE CITY OF BELTON, MISSOURI AND GROUP BELTON, LLC FOR IMPLEMENTATION OF THE Y HIGHWAY MARKET PLACE TAX INCREMENT FINANCING REDEVELOPMENT PLAN, AS AMENDED.**

**WHEREAS**, by Ordinance No. 2010-3672, adopted by the City Council on December 14, 2010, the City of Belton, Missouri (the “City”) approved the Y Highway Market Place Tax Increment Financing Redevelopment Plan (the "Original Plan") and authorized the City to enter into a redevelopment agreement for the implementation of the Original Plan; and

**WHEREAS**, on December 14, 2010, the City and Crossroads at Belton, LLC, a Missouri limited liability company, as successor-in-interest to VanTrust Real Estate, LLC, a Delaware limited liability company (formerly known as Caymus Real Estate, LLC) (“Assignor”) entered into a Tax Increment Financing Redevelopment Contract for implementation of the Original Plan (the “Redevelopment Agreement”) that set forth the respective obligations and duties of the City and Assignor with respect to the implementation of the Original Plan; and

**WHEREAS**, by Ordinance No. 2011-3762, adopted by the City Council on October 11, 2011, the City approved the First Amendment to the Y Highway Market Place Tax Increment Financing Redevelopment Plan (“First Amended Plan,” with the Original Plan as amended by the First Amended Plan being the “Plan”); and

**WHEREAS**, by Ordinance No. 2011-3762, adopted by the City Council on October 11, 2011, the City Council authorized the City to enter into the First Amendment to Tax Increment Financing Redevelopment Contract dated January 10, 2012, to reflect the modified terms of the Plan (“First Amended Agreement”); and

**WHEREAS**, by Ordinance No. 2012-3785, adopted by the City Council on March 13, 2012, the City Council authorized the City to enter into the Second Amendment to the Tax Increment Financing Redevelopment Contract, as amended (the “Second Amended Agreement”), to authorize certain land uses and pre-approved occupants within the redevelopment area described in the Plan (the “Plan Redevelopment Area”); and

**WHEREAS**, by Ordinance No. 2012-3802, adopted by the City Council on April 24, 2012, the City Council authorized the City to enter into the Third Amendment to Tax Increment Financing Redevelopment Contract, as amended (the “Third Amended Agreement”), to authorize certain land uses and pre-approved occupants within the Plan Redevelopment Area; and

**WHEREAS**, by Ordinance No. 2013-3894, adopted by the City Council on March 26, 2013, the City Council authorized the City to enter into the Fourth Amendment to Tax Increment Financing Redevelopment Contract, as amended (the “Fourth Amended Agreement”), to, among other things, approve Arvest Bank as a permitted use on Lot 5 of Crest Plaza (“Lot 5”) within the Plan Redevelopment Area, and approve the sale of Lot 5 to Arvest Bank pursuant to Section 29(A) of the Redevelopment Agreement, as amended, and to approve certain leases within the Plan Redevelopment Area; and

**WHEREAS**, by Ordinance No. 2014-4036 adopted by the City Council on August 26, 2014, the City approved an assignment of all of Assignor's rights, duties and obligations under the Plan and the Redevelopment Agreement, as amended (the "Assignment Agreement") from Assignor to Group Belton, LLC ("Group Belton" or "Redeveloper") and further authorized the execution of an Assignment Agreement evidencing the assignment of development rights from Assignor to Group Belton; and

**WHEREAS**, on August 26, 2014, the City, Assignor and Group Belton entered into the Assignment Agreement; and

**WHEREAS**, by Ordinance No. 2014-4036, adopted by the City Council on August 26, 2014, the City Council authorized the City to enter into the Fifth Amendment to Tax Increment Financing Redevelopment Contract, as amended (the "Fifth Amended Agreement"), to amend and extend the dates set forth in the Redevelopment Schedule; and

**WHEREAS**, by Ordinance No. 2016-132, adopted by the City Council on December 20, 2016, the City Council authorized the City to enter into the Sixth Amendment to Tax Increment Financing Redevelopment Contract, as amended (the "Sixth Amended Agreement"), to amend and extend the dates set forth in the Redevelopment Schedule; and

**WHEREAS**, by Ordinance No. 2017-4358, adopted by the City Council on May 23, 2017, the City Council authorized the City to enter into the Seventh Amendment to Tax Increment Financing Redevelopment Contract, as amended (the "Seventh Amended Agreement"), in order to:

(1) provide the Redeveloper with an opportunity to implement the Plan in a timely manner and to extend the dates set forth in the Redevelopment Schedule;

(2) modify the "waterfall" provisions of Section 21(C) of the Redevelopment Agreement in order to move reimbursement of the City's Reimbursable Redevelopment Project Costs into a senior position relative to Redeveloper's Reimbursable Redevelopment Project Costs;

(3) modify the Redevelopment Agreement, as amended, by the addition of a new Section 19(E), to allow portions of the Redevelopment Area to be leased or sold to non-sales-tax-generating users; and

(4) approve a medical clinic of a nationally recognized health care and hospital provider (the "Medical Clinic") to be allowed as a permitted use upon Lot 6 of Crest Plaza ("Lot 6") of the Redevelopment Plan Area and approve the sale or lease of Lot 6 to the Medical Clinic pursuant to Section 29(A) of the Redevelopment Agreement, as amended; and

**WHEREAS**, by Ordinance No. 2018-4480, adopted by the City Council on November 27, 2018, the City Council authorized the City to enter into the Eighth Amendment to Tax Increment Financing Redevelopment Contract, as amended (the "Eighth Amended Agreement"), to amend and extend the dates set forth in the Redevelopment Schedule; and

**WHEREAS**, Group Belton has further requested an extension of time to the Redevelopment Schedule as set out within a Ninth Amendment to Tax Increment Financing Redevelopment Contract, as amended (the "Ninth Amended Agreement"); and

**WHEREAS**, the City Council finds that approval of the Ninth 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, R.S.Mo. §§ 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 Ninth Amended Contract in substantially the form attached hereto as **Exhibit A** is approved.

**SECTION 2.** That the Mayor of the City is authorized to enter into the Ninth Amended 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: May 26, 2020.

READ FOR THE SECOND TIME AND PASSED:

\_\_\_\_\_  
Mayor Jeff Davis

Approved this \_\_\_\_ day of May, 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 and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of May, 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 May, 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-\_\_\_\_\_**

**NINTH AMENDMENT TO TAX INCREMENT FINANCING REDEVELOPMENT  
CONTRACT**

See following pages

**NINTH AMENDMENT TO TAX INCREMENT FINANCING REDEVELOPMENT  
CONTRACT**

**BETWEEN THE  
CITY OF BELTON, MISSOURI**

**AND**

**GROUP BELTON, LLC  
(ASSIGNEE OF CROSSROADS AT BELTON, LLC)**

**FOR IMPLEMENTATION OF THE  
Y HIGHWAY MARKET PLACE  
TAX INCREMENT FINANCING REDEVELOPMENT PLAN**



**NINTH AMENDMENT TO TAX INCREMENT FINANCING  
REDEVELOPMENT CONTRACT**

THIS NINTH AMENDMENT TO TAX INCREMENT FINANCING REDEVELOPMENT CONTRACT (this “Ninth Amendment”), entered into on May \_\_, 2020, by and between the CITY OF BELTON, MISSOURI, a municipal corporation (“City”) and GROUP BELTON, LLC, a Missouri limited liability company (the “Developer,” successor and assignee of the development rights granted to Crossroads at Belton, LLC (“Crossroads”)), amends that certain Tax Increment Financing Redevelopment Contract dated December 14, 2010 (“Original Redevelopment Agreement”), as subsequently amended (as described below).

**RECITALS**

A. By Ordinance No. 2010-3672, adopted by the City Council on December 14, 2010, the City approved the Y Highway Market Place Tax Increment Financing Redevelopment Plan (the “Original Plan”) and authorized the City to enter into the Original Redevelopment Agreement for the implementation of the Original Plan.

B. On December 14; 2010, the City and Crossroads entered into the Original Redevelopment Agreement that set forth the respective obligations and duties of the City and Assignor with respect to the implementation of the Plan.

C. By Ordinance No. 2011-3762, adopted by the City Council on October 11, 2011, the City approved the First Amendment to the Y Highway Market Place Tax Increment Financing Redevelopment Plan (“First Amended Plan”) (the Original Plan as amended by the First Amended Plan is referred to hereinafter as the “Plan”).

D. By Ordinance No. 2011-3762, adopted by the City Council on October 11, 2011, the City Council authorized the City to enter into the First Amendment to Tax Increment Financing Redevelopment Contract dated January 10, 2012, to reflect the modified terms of the Plan (“First Amended Agreement”).

E. By Ordinance No. 2012-3785, adopted by the City Council on March 13, 2012, the City Council authorized the City to enter into the Second Amendment to Tax Increment Financing Redevelopment Contract, as amended (the “Second Amended Agreement”), to authorize certain land uses and pre-approved occupants within the Plan Redevelopment Area.

F. By Ordinance No. 2012-3802, adopted by the City Council on April 24, 2012, the City Council authorized the City to enter into the Third Amendment to Tax Increment Financing Redevelopment Contract, as amended (the “Third Amended Agreement”), to authorize certain land uses and pre-approved occupants within the Plan Redevelopment Area.

G. By Ordinance No. 2013-3894, adopted by the City Council on March 26, 2013, the City Council authorized the City to enter into the Fourth Amendment to Tax Increment Financing Redevelopment Contract (the “Fourth Amended Agreement”) to, among other things, approve Arvest Bank as a permitted use upon Lot 5 of Crest Plaza (“Lot 5”) of the Redevelopment Plan Area and approve the sale of Lot 5 to Arvest Bank pursuant to **Section 29(A)** of the Redevelopment Agreement and to approve certain leases within the Plan Redevelopment Area.

H. By Ordinance No. 2014-4036 adopted by the City Council on August 26, 2014, the City Council approved and authorized the assignment of Crossroad's development rights under the Plan and the Amended Redevelopment Agreement to Developer and the execution of an assignment agreement between the City, Crossroads and Developer.

I. By Ordinance No. 2014-4036, adopted by the City Council on August 26, 2014, the City Council authorized the City to enter into the Fifth Amendment to Tax Increment Financing Redevelopment Contract, as amended (the “Fifth Amended Agreement”), to amend and extend the dates set forth in the Redevelopment Schedule.

J. By Ordinance No. 2016-132, adopted by the City Council on December 20, 2016, the City Council authorized the City to enter into the Sixth Amendment to Tax Increment Financing Redevelopment Contract, as amended (the “Sixth Amended Agreement”), to amend and extend the dates set forth in the Redevelopment Schedule. The Original Redevelopment Agreement, as amended by the First, Second, Third, Fourth, Fifth and Sixth Amended Agreements are referred to hereinafter as the (“Amended Redevelopment Agreement”).

K. By Ordinance No. 2017-4358, adopted by the City Council on May 23, 2017, the City Council authorized the Seventh Amendment to Tax Increment Financing Redevelopment Contract (the “Seventh Amended Agreement”) in order to:

- (1) amend the dates set forth in **Section 6.C.** and **Exhibit F** of the Amended Redevelopment Agreement to extend the dates for performance;
- (2) modify the “waterfall” provision of **Section 21.C.** of the Amended Redevelopment Agreement in order to move a portion of the City's Reimbursable Project Costs into a senior position relative to the Developer's Reimbursable Projects costs as reflected in **Section 21.C.** of the Amended Redevelopment Agreement;
- (3) amend **Section 19** of the Amended Redevelopment Agreement to add a new **Section 19.E.** in order to address certain leases to non-sales-tax-generating users and certain pad sales; and
- (4) approve a medical clinic of a nationally recognized healthcare and hospital provider (the “Medical Clinic”) as a permitted use upon Lot 6 of Crest Plaza (“Lot 6”) of the Redevelopment Plan Area and approve the sale of Lot 6 to the Medical Clinic pursuant to **Section 29.A** of the Amended Redevelopment Agreement, and certain other pad sale in the event the Medical Clinic does not purchase Lot 6.

L. By Ordinance No. 2018-4480, adopted by the City Council on November 27, 2018, the City Council authorized the City to enter into the Eighth Amendment to Tax Increment Financing Redevelopment Contract, as amended (the “Eighth Amended Agreement”), to amend and extend the dates set forth in the Redevelopment Schedule.

M. By Ordinance No. 2020-\_\_\_\_\_, adopted by the City Council on May \_\_, 2020, Group Belton has further requested an extension of time to the Redevelopment Schedule as set out within this Ninth Amendment to Tax Increment Financing Redevelopment Contract, as amended (the “Ninth Amended Agreement”).

M. The City Council finds that approval of the Ninth Amended Agreement will help to encourage and stimulate growth and development in the Redevelopment Area and otherwise fulfill the purposes of the Real Property Tax Increment Allocation Redevelopment Act, R.S.Mo. §§ 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 December 31, 2012, with respect to Redevelopment Project 2 by May 31, 2022, with respect to Redevelopment Project 3 by May 31, 2022, with respect to Redevelopment Project 4 by September 1, 2018, or with respect to Redevelopment Project 5 by May 31, 2022 each respectively an “Outside Completion Date”), City may require Redeveloper to appear before the Council to show cause why this Contract and the Plan shall not be terminated in accordance with **Section 35** (including the limitations contained in **Section 35.F** of this Contract) 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; provided, however, that if changes to the Redevelopment Schedule are approved by the City pursuant to this **Section 6**, the Outside Completion Dates for each Redevelopment Project set forth above shall automatically be adjusted accordingly. From and after the Outside Completion Date, any approval by City of any change or modification of the Redevelopment Schedule may be given or denied by City in its sole and subjective discretion, and the provisions of **Section 36** shall not be applicable in determining whether this Contract and the Plan shall not be terminated in accordance with **Section 35**.

2. **Modification of Exhibit F of the Redevelopment Agreement.** Exhibit F of the Redevelopment Schedule of the Amended Redevelopment Agreement is hereby deleted in its entirety and replaced with a new **Exhibit F** attached to this Ninth Amended Agreement.

3. **Miscellaneous.** Except as amended hereby, the Redevelopment Agreement remains in full force and effect. This Ninth Amended Agreement 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 NINTH AMENDMENT TO TAX INCREMENT FINANCING REDEVELOPMENT CONTRACT BETWEEN CITY OF BELTON, MISSOURI AND GROUP BELTON, LLC FOR IMPLEMENTATION OF THE Y IDGHWAY MARKET PLACE TAX INCREMENT FINANCING REDEVELOPMENT PLAN, AS AMENDED.**

IN WITNESS WHEREOF, the parties hereto have executed this Ninth 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

**GROUP BELTON:**

GROUP BELTON, LLC, a Missouri limited liability company

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MISSOURI            )  
  ) ss.  
COUNTY OF CASS            )

On this \_\_\_\_ day of May, 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:

\_\_\_\_\_

STATE OF MISSOURI            )  
  ) ss.  
COUNTY OF CASS            )

On this \_\_\_\_ day of May, 2020, before me, personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say that he is the \_\_\_\_\_ of Group Belton, LLC, a Missouri limited liability company, and acknowledged said instrument to be his free act and deed and the free act and deed of said limited liability company.

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for said County and State

My Commission Expires:

\_\_\_\_\_

## **EXHIBIT F**

### **REDEVOPMENT SCHEDULE**

<u>Y Highway</u>	<u>Commence</u>	<u>Complete</u>
Construction	<i>Complete</i>	
<u>Redevelopment Project 1</u>	<u>Commence</u>	<u>Complete</u>
Property Acquisition	<i>Complete</i>	
Blight Removal	<i>Complete</i>	
Construction	<i>Complete</i>	
<u>Redevelopment Project 2</u>	<u>Commence</u>	<u>Complete</u>
Property Acquisition	<i>Complete</i>	
Blight Removal	May 31, 2010	May 31, 2022
Construction	May 31, 2022	May 31, 2022
<u>Redevelopment Project 3</u>	<u>Commence</u>	<u>Complete</u>
Property Acquisition	<i>Complete</i>	
Blight Removal	May 31, 2022	May 31, 2022
Construction	May 31, 2022	May 31, 2022
<u>Redevelopment Project 4</u>	<u>Commence</u>	<u>Complete</u>
Property Acquisition	<i>Complete</i>	
Blight Removal	<i>Complete</i>	
Construction	<i>Complete</i>	
<u>Redevelopment Project 5</u>	<u>Commence</u>	<u>Complete</u>
Property Acquisition	<i>Complete</i>	
Blight Removal	May 31, 2022	May 31, 2022
Construction	May 31, 2022	May 31, 2022

All scheduled activities may commence earlier than the dates set out above. Markey Lake Redevelopment Project shall be implemented if and to the extent surplus TIF Revenue and other revenues are available following the funding of the above projects.



## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** May 26, 2020

**DEPARTMENT:** Economic Development

**COUNCIL:** ☒ Regular Meeting      ☐ Work Session      ☐ Special Session

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

**Ordinance authorizing the Ninth Amendment to the Tax Increment Financing Redevelopment Contract between the City of Belton, Missouri and Group Belton, LLC for the implementation of The Y Highway Market Place Tax Increment Financing Redevelopment Plan.**

### **BACKGROUND**

The Y Highway Market Place TIF began in December 2010. The TIF was last amended in December of 2018, which extended the construction completion date for the remaining Project Areas 2, 3 and 5 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 28<sup>th</sup> of 2020. At that hearing City Council determined that this TIF is not making satisfactory progress.

Group Belton, LLC has requested a two-year extension. Their attorney Curt Petersen and Kylie Stock of Cosentino's will be present at the City Council meeting to answer questions.

### **STAFF RECCOMENDATION**

Approve the extension request from Group Belton, LLC. There are \$8,106,656 total obligations remaining to pay.

TIF Bonds	\$3,915,000
Developer	\$740,765
City	\$3,450,891
Total Obligations	\$8,106,656

If the extension is not granted the City will not receive its certified costs.

### **ATTACHMENTS:**

Map of Project Areas

Ordinance and Ninth Amendment to TIF Financing Contract





# Y Highway Marketplace TIF



Attachment C

69

E 163rd St

ARVEST

PRICE  
CHOPPER  
*Locally Owned*

58

-  Y Highway Marketplace TIF
-  Project Area 1
-  Project Area 2
-  Project Area 3
-  Project Area 4
-  Project Area 5

0 50 100 200 Feet