



**Agenda of the Belton City Council
Special Meeting
March 30, 2021 – 6:00 p.m.
520 Main Street, Belton Missouri
<https://www.belton.org/watch>**

Seating is limited due to social distancing.

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
 - A. Southview Building 4 Plan and Development Agreement

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- III. ADJOURN WORK SESSION
- IV. CALL MEETING TO ORDER
- V. PLEDGE OF ALLEGIANCE – Councilmember Trutzel
- VI. ROLL CALL
- VII. PERSONAL APPEARANCES
 - A. City of Belton Park Department, re: 2021 Cruise Nights Main Street Car Cruises – road closed from Herschel Street to Chestnut Street, down Main Street, for 2021 Cruise Nights Main Street Car Cruises, April 24, May 22, June 26, July 24, August 28, September 25, October 23, 2021, all beginning at 3:00 p.m. and ending at 8:00 p.m.
- VIII. CONSENT AGENDA
One motion, non-debatable, to approve the "recommendations" noted. Any member of the Council may ask for an item to be taken from the consent agenda for discussion and separate action.
 - A. **Motion approving the minutes of the March 23, 2021, City Council Meeting.**

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- B. Motion approving Resolution R2021-20
A resolution appointing successor directors to the Board of Directors of the TXRH Community Improvement District. (Texas Roadhouse CID)

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- C. Motion approving Resolution R2021-21
A resolution approving trade-in of existing fairway mowers (2) 2007 John Deere 3235C, and the lease/purchase of two (2) 2021 John Deere 8800A Terraintcut mowers with accessories from Van-Wall Equipment, Inc., totaling \$124,209.38, and financed over five (5) years through John Deere Financial Services in the amount of \$6,915.72; for a total amount of \$131,125.10 for the Eagle's Landing Golf Course.

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IX. REGULAR AGENDA

- A. Motion approving the final reading of Bill No. 2021-15, as amended
An ordinance approving an amendment to the City's Zoning Map from an M-1 Light Industrial District and R-3 Multiple Family Residential District to an FCI Flex Commercial/Industrial District, for 26.55 acres of land located at 5901 E 155th Street and 6107 E 155th Street, Belton, Cass County, Missouri.

This is an amended ordinance from the first reading which adds an 11th condition.

11. NorthPoint Development shall prepare, execute and record deed restrictions on the land currently platted as Sunset Hill Second Plat prior to the filing of the Final Plat for Southview Residential. Such deed restriction shall state that lots shall only be for single-family residential construction.

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- B. Motion approving the final reading of Bill No. 2021-16
An ordinance approving a Special Use Permit to allow warehousing in an FCI Flex Commercial/Industrial District in the Southview Commerce Center, located at 5901 E 155th Street and 6107 E 155th Street, Belton, Cass County, Missouri.
- C. Motion approving the final reading of Bill No. 2021-17
An ordinance approving the Old Town Belton Redevelopment Plan pursuant to Chapter 353 of the Revised Statutes of Missouri, establishing the redevelopment area described therein as a blighted area, and approving the Old Town Belton Redevelopment Plan policy.

- D. Motion approving the first reading of Bill No. 2021-20
An ordinance approving a plan for an Industrial Development Project and a Development and Performance Agreement between the City of Belton, Missouri and Northpoint Development, LLC; and authorizing certain agreements and other actions by the City.

The City invites affected taxing jurisdictions to submit comments pursuant to RSMo 100.059.

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- E. Motion approving Resolution R2021-22
A resolution reappointing Gary Lathrop and appointing Rosemary Howard to the Building and Fire Prevention Codes Board of Adjustments.

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- X. CITY COUNCIL LIAISON REPORTS
- XI. MAYOR’S COMMUNICATIONS
- XII. CITY MANAGER’S REPORT
- April/May 2021 City Council Meetings – 6:00 p.m.
April 13, 2021
April 27, 2021
May 11, 2021
May 25, 2021
- XIII. COMMUNICATIONS FROM CITY COUNCIL
- XIV. ADJOURN MEETING

SECTION II

A



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: March 30, 2021

DIVISION: Economic Development Department

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE:

An ordinance approving a Plan for an Industrial Development Project and a Development and Performance Agreement between the City of Belton, Missouri and Northpoint Development, LLC; and authorizing certain agreements and other actions by the City.

BACKGROUND:

This ordinance will approve a Plan for an Industrial Development Project and Cost-Benefit Analysis for Northpoint Development, LLC (“Northpoint”) and a Development and Performance Agreement between the City and Northpoint. The Plan contemplates the construction of an industrial development project to include an approximately 501,330 square-foot Class A industrial distribution warehouse and commercial facility located generally along Interstate 49 and East 155th Street (the “Project”) in the City. The Project is expected to cost approximately \$30,000,000 with construction expected to begin in 2021. Tax abatement will be provided pursuant to the issuance of bonds in accordance with Chapter 100, RSMo. The City shall have no responsibility to pay the bonds other than with funds provided by NorthPoint so the City’s credit is not at risk for the bonds. Northpoint will be required to pay fixed payments in lieu of taxes for distribution to the taxing district in amounts set forth in the plan. Northpoint will also receive a sales tax exemption on construction materials used to construct the Project. State statute requires the preparation of a plan for development prior to the issuance of Chapter 100 bonds, that the plan be mailed to the affected taxing districts at least 20 days in advance of approval of the plan and that the taxing districts be given the opportunity to comment on the plan. Notice was given to the taxing districts in accordance with state statute.

The Development and Performance Agreement addresses the design, construction, operation and maintenance of the Project and the development incentives to be provided for the Project, including the contractual obligation to pay fixed payments in lieu of taxes to be distributed to the affected taxing jurisdictions. Northpoint will be required to operate and maintain the Project as a Class A industrial and commercial facility to continue to receive the tax abatement and incentives for the Project.

STAFF RECOMMENDATION:

Staff recommends approval.

LIST OF REFERENCE DOCUMENTS ATTACHED:

NorthPoint Presentation



SOUTHVIEW COMMERCE
CENTER
BELTON, MISSOURI

NORTHPOINT WAS RANKED THE
#1 INDUSTRIAL DEVELOPER
 OVER THE LAST 5 YEARS BY **REAL CAPITAL ANALYTICS**

90.7+MM SF
 CURRENT INDUSTRIAL
 PORTFOLIO

\$8.1+BILLION
 TOTAL CAPITAL RAISED
 SINCE 2012

18.4+MM SF
 INDUSTRIAL SPACE CURRENTLY
 UNDER CONSTRUCTION

16.3MM SF
 INDUSTRIAL SPACE
 LEASED IN 2020

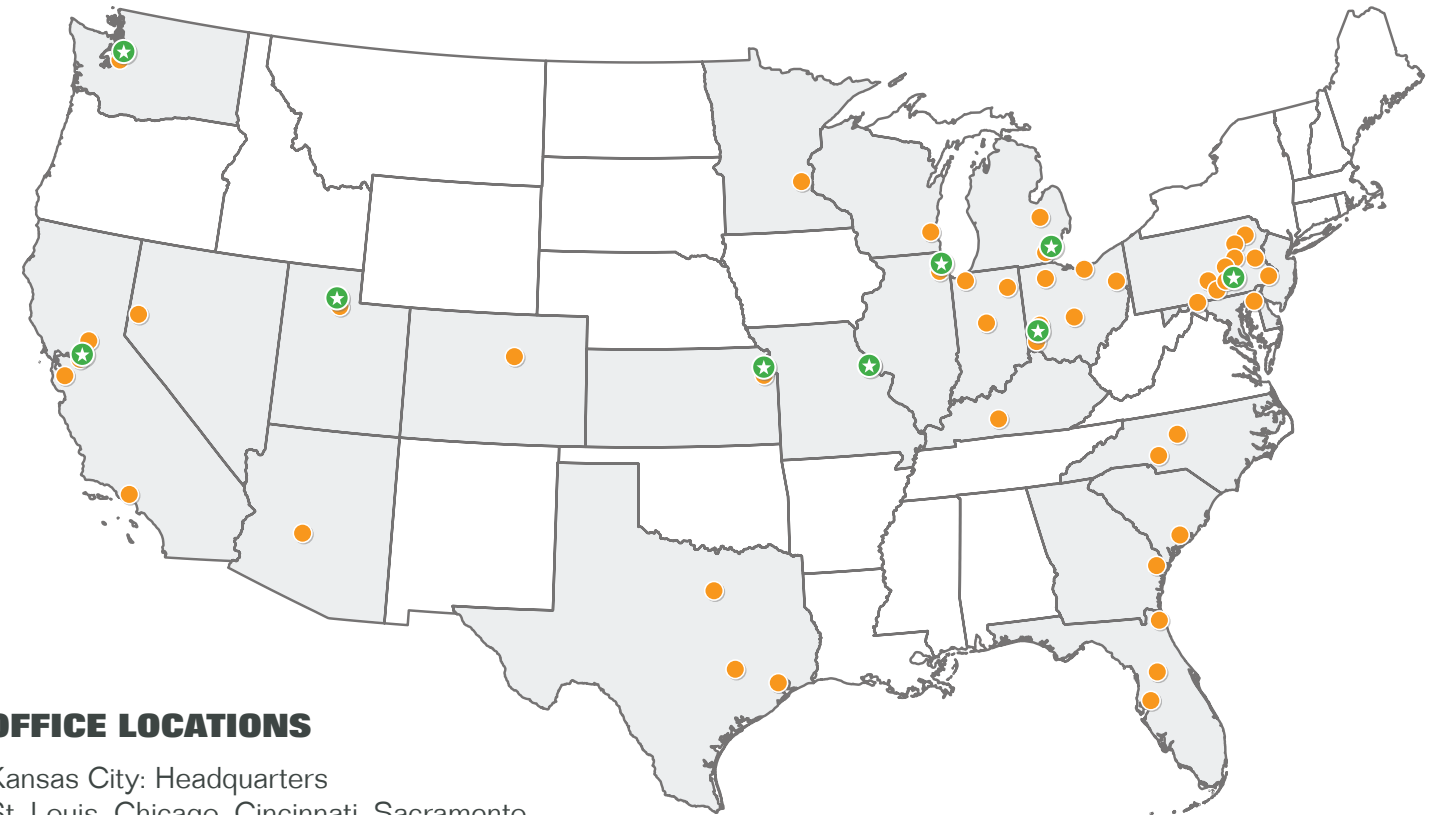
65+THOUSAND
 EST. JOBS CREATED
 IN OUR DEVELOPMENTS

\$6.4+MILLION
 CHARITABLE CONTRIBUTIONS
 SINCE 2012

Last updated beginning of Q1 2021

ACTIVE MARKETS

Currently active in 23 states

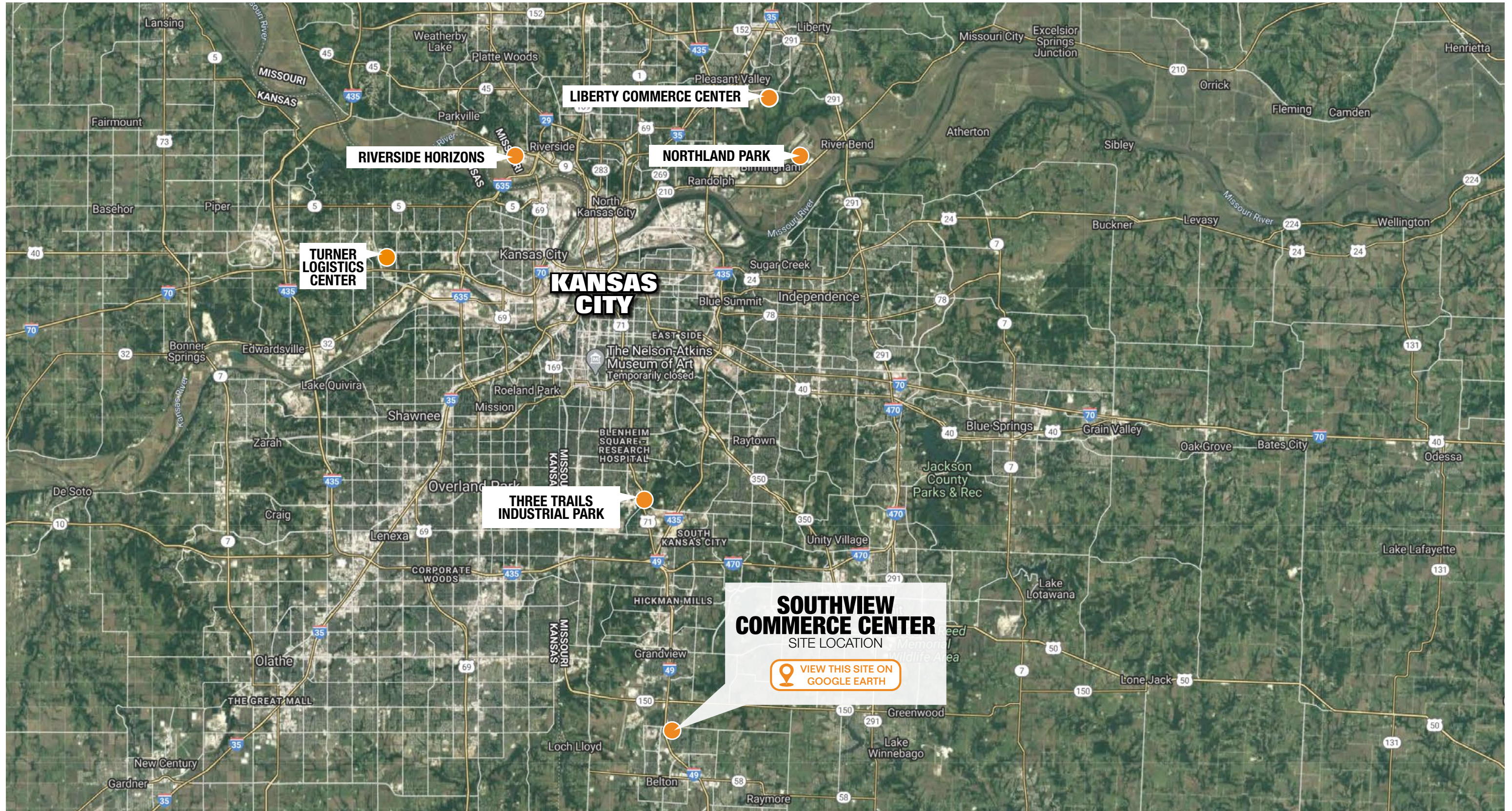


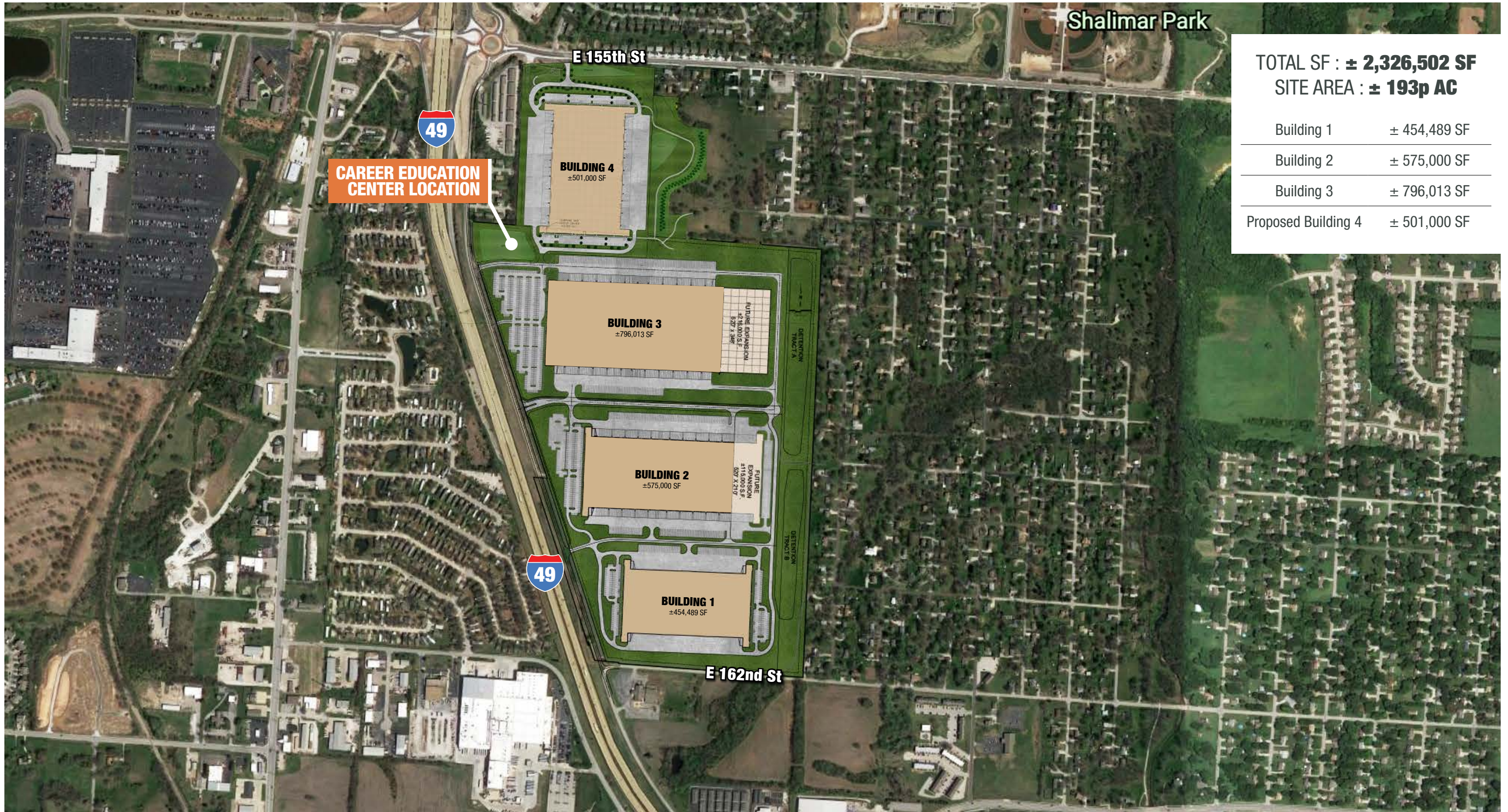
OFFICE LOCATIONS
 Kansas City: Headquarters
 St. Louis, Chicago, Cincinnati, Sacramento,
 Detroit, Harrisburg, Salt Lake City, Seattle

365+ INDUSTRIAL CLIENTS

References available from our clients; a few are represented below



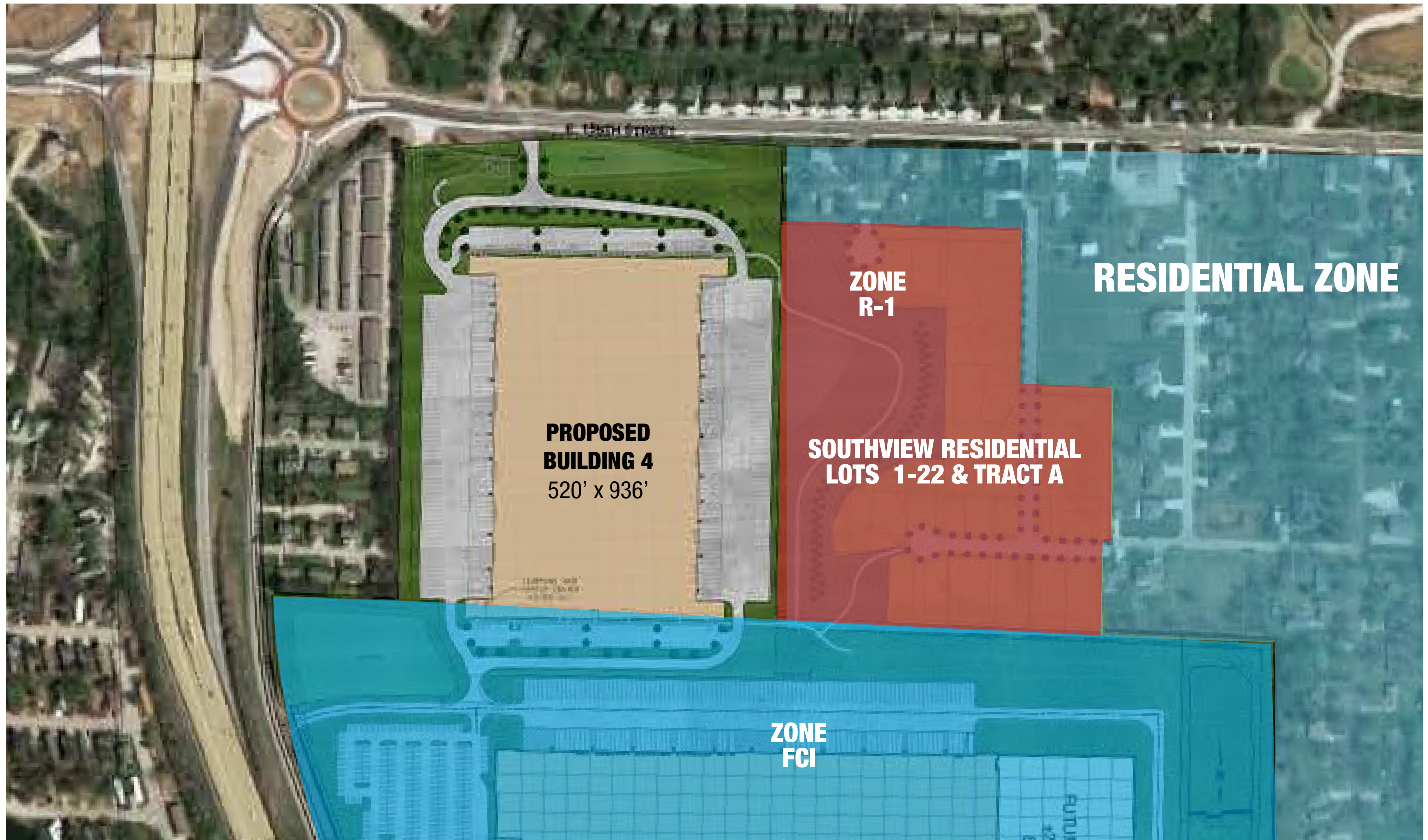




TOTAL SF : ± 2,326,502 SF
SITE AREA : ± 193p AC

Building 1	± 454,489 SF
Building 2	± 575,000 SF
Building 3	± 796,013 SF
Proposed Building 4	± 501,000 SF





Years 1-20	100% of taxes on Project Site based on assessed value in 2020, plus 2% growth every other year
Years 1-5	\$0.08 per square foot for building value
Years 6-8	\$0.12 per square foot for building value
Years 9-10	\$0.15 per square foot for building value
Years 11-12	\$0.17 per square foot for building value
Years 13-20	\$0.58 per square foot for building value



SECTION VIII

A

Minutes of the Belton City Council
March 23, 2021
City Hall Annex
520 Main Street, Belton, Missouri

Mayor Davis called the public hearing to order at 6:02 p.m. to receive input on the proposed tax abatement and Old Town Belton Redevelopment Plan pursuant to Section 353.110.362, RSMo. Carolyn Yatsook, Economic Development Director, provided an introduction of the proposed redevelopment plan. Mayor Davis opened the public hearing for public input. Being no public input, Ms. Yatsook read a letter of support from Cass County. Ms. Yatsook had six additional letters of support from Mount Pleasant Township Special Road District; Cass County Corporation Economic Development; Belton Chamber of Commerce; Downtown Belton Main Street, Inc; Belton-Cass Regional Transportation Development District; and Belton Community Foundation, Inc. These letters are attached as **Attachment A**. Mayor Davis adjourned the public hearing and called the work session to order at 6:06 p.m.

Dave Clements, Director of Planning and Building, provided information on the Southview Commerce Center Rezoning at 155th Street. On March 15, 2021, the Planning Commission recommended approval. Brent Miles, owner of Northpoint Development, was present and answered Council questions about the roundabouts/divergabout on 155th Street and truck traffic, the residential parcels next to the proposed Building 4 and possible deed restrictions, and the partnership with the City to improve the water lines in this area. Greg Rokos, Public Works Director, addressed a question about an ongoing unrelated stormwater project on Allen Ave.

Being no further business, Mayor Davis adjourned the work session at 6:53 p.m. and called the regular meeting to order.

A boy scout, Ezekiel, led the Pledge of Allegiance to the Flag.

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

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

PERSONAL APPEARANCES

Alexa Barton, City Manager, read a proclamation for Police Chief James Person's retirement. At 7:05 p.m. the Council recessed for a reception for Chief Person.

Mayor Davis called the meeting back to order at 7:24 p.m.

Mr. Bret White, 608 Mallory Dr, spoke about the Northpoint rezoning and Building 4. He thanked Chris with Northpoint for meeting with citizens who were concerned about the project.

CONSENT AGENDA

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

- **approving the minutes of the March 9, 2021, City Council Meeting.**
- **approving Resolution R2021-16: A resolution to approve the purchase of a 2021 Transit-350 Cargo Van to convert into the Emergency Response Vehicle from Max Motors of Harrisonville, Missouri, in the amount of \$38,586.00.**
- **approving Resolution R2021-17: A resolution approving a Collective Bargaining Agreement between the City of Belton and the International Association of Firefighters, Local #42.**
- **approving Resolution R2021-18: A resolution authorizing and approving the Labor Agreement between the City of Belton, Missouri, and the Fraternal Order of Police West Central Missouri Regional Lodge #50.**

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

REGULAR AGENDA

Andrea Cunningham, City Clerk, gave the final reading of Bill No. 2021-11: **An ordinance approving the proposed Fiscal Year 2022 City Budget, as revised, and appropriating funds from the revenues of the City.**

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

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

Noes: 0

Absent: 0

Bill No. 2021-11 was declared passed and in full force and effect as **Ordinance No. 2021-4614**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2021-12: **An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2021 Adopted City Budget for the purpose of increasing the budget for the Public Works trucks purchase and decreasing the budget for the Inspections Department.**

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

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

Noes: 0

Absent: 0

Bill No. 2021-12 was declared passed and in full force and effect as **Ordinance No. 2021-4615**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2021-13: **An ordinance approving an amendment to the City's Zoning Map from R-1 Single Family Residential District to C-2 General Commercial District, for 1.90 acres of the parcel located on the South side of East North Avenue at Apple Valley Parkway, Belton, Cass County, Missouri.**

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

Ayes: 9 Trutzel, Peek, Davidson, Clark, Finn, Lathrop, VanWinkle, Savage, Mayor Davis
Noes: 0
Absent: 0

Bill No. 2021-13 was declared passed and in full force and effect as **Ordinance No. 2021-4616**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2021-15: **An ordinance approving an amendment to the City's Zoning Map from an M-1 Light Industrial District and R-3 Multiple Family Residential District to an FCI Flex Commercial/Industrial District, for 26.55 acres of land located at 5901 E 155th Street and 6107 E 155th Street, Belton, Cass County, Missouri.**

Presented by Councilmember Clark, seconded by Councilmember Trutzel. Vote on the first reading was recorded with all voting in favor except Councilmember Davidson who voted no. First reading passed.

Ms. Cunningham read Bill No. 2021-16: **An ordinance approving a Special Use Permit to allow warehousing in an FCI Flex Commercial/Industrial District in the Southview Commerce Center, located at 5901 E 155th Street and 6107 E 155th Street, Belton, Cass County, Missouri.**

Presented by Councilmember Clark, seconded by Councilmember Trutzel. Vote on the first reading was recorded with all voting in favor except Councilmember Davidson who voted no. First reading passed.

Ms. Cunningham read Bill No. 2021-17: **An ordinance approving the Old Town Belton Redevelopment Plan pursuant to Chapter 353 of the Revised Statutes of Missouri, establishing the redevelopment area described therein as a blighted area, and approving the Old Town Belton Redevelopment Plan policy.**

Presented by Councilmember Trutzel, seconded by Councilmember Savage. Councilmember Clark excused himself as a potential conflict of interest. Councilmember Davidson asked if there could be a yearly cap on participation and if this could be retroactive, for projects that have already been done in this area. Padraic Corcoran, Attorney, said both of those things could be determined by the Council. Vote on the first reading was recorded with all voting in favor except Councilmember Clark who voted in absentia. First reading passed.

Ms. Cunningham read Bill No. 2021-18: **An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2021 Adopted City Budget.**

Presented by Councilmember Trutzel, seconded by Councilmember Clark. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilmember Clark moved to hear the final reading.** Councilmember Lathrop seconded. Vote to hear the final reading was recorded with all voting in favor. Motion passed. The final reading was read. Presented by Councilmember Clark, seconded by Councilmember Lathrop. Vote on the final reading was recorded:

Ayes: 9 Clark, Peek, Davidson, Lathrop, Finn, Trutzel, VanWinkle, Savage, Mayor Davis
Noes: 0
Absent: 0

Bill No. 2021-18 was declared passed and in full force and effect as **Ordinance No. 2021-4617**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2021-19: **An ordinance authorizing the issuance of not to exceed \$6,660,000 principal amount of General Obligation Refunding and Improvement Bonds, Series 2021, of the City of Belton, Missouri and authorizing certain other documents and actions by the City.**

Presented by Councilmember Clark, seconded by Councilmember Trutzel. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilmember Lathrop moved to hear the final reading.** Councilmember Clark seconded. Vote to hear the final reading was recorded with all voting in favor. Motion passed. The final reading was read. Presented by Councilmember Clark, seconded by Councilmember Trutzel. Vote on the final reading was recorded:

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

Noes: 0

Absent: 0

Bill No. 2021-19 was declared passed and in full force and effect as **Ordinance No. 2021-4618**, subject to Mayoral veto.

Ms. Cunningham read Resolution R2021-19: **A resolution authorizing the City Council of Belton, Missouri to appoint Ronald Peek, Marsha Vest, and Diane Huckshorn as directors of the Industrial Development Authority of the City of Belton, Missouri.**

Presented by Councilmember Clark, seconded by Councilmember Trutzel. Councilmember Peek excused herself as a conflict of interest. Councilmember Davidson asked for clarity on what an IDA is. Mr. Corcoran said it is a separate political subdivision of the state of Missouri. They are an economic development tool. Vote on the resolution was recorded with all voting in favor except Councilmember Peek who voted in absentia. Resolution passed.

CITY COUNCIL LIAISON REPORTS

Councilmember Davidson gave a Park report.

- March 27 is the annual stream clean up with Rotary
- March 27 is the Easter egg hunt
- June 5 Summerfest
- Park will be hosting the farmer's market June-October
- Park will be hosting the Cruise Nights April-September
- Working on a theatre in the park for summer

MAYOR'S COMMUNICATIONS

Please continue to be safe.

CITY MANAGER'S REPORT

March/April 2021 City Council Meetings – 6:00 p.m.

March 30, 2021-Special Meeting

April 13, 2021

April 27, 2021

Ms. Barton said there was a question earlier about non-residential water rates. To clarify, water rates are the same; the debt service is higher.

COMMUNICATIONS FROM CITY COUNCIL

Councilmember Clark said the 9th annual Merle Clark Scholarship Golf Tournament is May 1. There are still opportunities for businesses to sponsor the tournament. This tournament is for scholarships for Belton HS athletes.

Being no further business, Councilmember Lathrop moved to adjourn at 7:57 p.m. Councilmember Clark seconded. All voted in favor. Meeting adjourned.

Andrea Cunningham, City Clerk

Mayor Jeff Davis



102 E. Wall St., Harrisonville, Mo 64701

March 23, 2021

Belton City Council
506 Main Street
Belton, MO 64012

Dear City Council,

This letter is to express full support of the proposed Chapter 353 for the redevelopment of Old Town Belton (OTB). This proactive program will spur redevelopment for both residential and commercial buildings, which will benefit both residents and business owners alike. It will be exciting to see appropriate improvements and renovations to eliminate blight, as a whole, in original Belton.

OTB has significant amounts of older homes, and businesses, many of which have not been well maintained. If fully rehabilitated to contemporary standards, OTB will become an even greater asset, which will strengthen the economic viability of not just OTB, but the City as a whole.

In an effort to Learning that most of OTB was constructed between 1872 and 1930, it is apparent that this area is worthy of an incentive program that will revitalize the heart of our City. It will also increase foot traffic for Main Street and spark the interest of businesses and new residents wanting to locate to Main Street in Belton.

We the Cass County Commission are in full support of the Old Town Belton Redevelopment Chapter 353 plan.

Sincerely,

Bob Huston
Presiding Commissioner

Monty Kisner
Associate Commissioner
Dist. 1

Monty Kisner
District 1 Commissioner

Bob Huston
Presiding Commissioner

Ryan Johnson
District 2 Commissioner

Mount Pleasant Township Special Road District
200 Commercial Street
Belton Mo. 64012
15-Mar-21

Belton City Council
506 Main Street
Belton, Mo. 64012

Members of the Belton City Council,


This letter is to express full support of utilization of the provisions of Chapter 353.110.3 RSMo for the redevelopment plan of Old Town Belton(OTB). This proactive program will spur redevelopment for both residential and commercial buildings, which will benefit both residents and business owners alike. It will be exciting to see appropriate improvements and renovations to eliminate blight, as a whole, in original Belton.

OTB has significant amounts of older homes, and businesses, many of which have not been well maintained. If fully rehabilitated to contemporary standards, OTB will become an even greater asset, which will strengthen the economic viability of not just OTB, but the City as a whole.

Most of OTB was constructed between 1872 and 1930, and it is apparent that this area is worthy of an incentive program that will revitalize the heart of our City. It will also increase foot traffic for Main Street and spark the interest of businesses and new residents wanting to locate to Main Street in Belton.

We are in full support of the Old Town Belton Redevelopment Chapter 353 Plan.

Respectfully,



Gary Mallory, Presiding Commissioner
Mount Pleasant Township Special Road District

CASS COUNTY
CORPORATION

ECONOMIC DEVELOPMENT

March 23, 2021

Honorable Members
Belton City Council
506 Main Street
Belton, MO 64012

Dear City Council,

The Cass County Corporation for Economic Development is supportive of the City of Belton's efforts to seek reinvestment and spur redevelopment for both residential and commercial buildings in Old Town Belton. The City of Belton's chosen economic development tool, the use of property tax incentives and the removal of blight as designated in Chapter 353 RSMo, is available to Missouri municipalities and has been used extensively throughout the state to the benefit of blight removal and community revitalization and provides for large scale redevelopment as envisioned in the city's plans.

This proactive program should benefit both residents and business owners alike and result in strengthened neighborhoods with greater economic viability and improved living and employment options.

We look forward to a continuation of our working partnership to provide economic development to the citizens of Belton and greater Cass County.

Respectfully,



William H. Brown
Executive Director



March 23, 2021

Belton City Council
506 Main Street
Belton, MO 64012

Dear City Council:

This letter is to express our full support of the proposed Chapter 353 for the redevelopment of Old Town Belton (OTB). This proactive program will benefit and spur redevelopment for both residential and commercial building owners. It will be exciting to see appropriate improvements and renovations to eliminate blight in original Belton. OTB has significant amounts of older homes and businesses, many of which have not been well maintained. If fully rehabilitated to contemporary standards, OTB will become an even greater asset, which will strengthen the economic viability of not just OTB, but the City as a whole. Learning that most of OTB was constructed between 1872 and 1930, it is apparent that this area is worthy of an incentive program that will revitalize the heart of our City. It will also increase foot traffic for Main Street and spark the interest of businesses and new residents wanting to locate to Main Street in Belton.

The Board of Directors of the Belton Chamber of Commerce are in full support of the Old Town Belton Redevelopment Chapter 353 plan.

Sincerely,

Diane Huckshorn,
Executive Director

Downtown Belton Main Street, Inc.
516 Colbern
Belton Mo. 64012
15-Mar-21

Belton City Council
506 Main Street
Belton, Mo. 64012

Members of the Belton City Council,

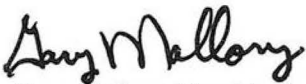
This letter is to express full support of utilization of the provisions of Chapter 353.110.3 RSMo for the redevelopment plan of Old Town Belton(OTB). This proactive program will spur redevelopment for both residential and commercial buildings, which will benefit both residents and business owners alike. It will be exciting to see appropriate improvements and renovations to eliminate blight, as a whole, in original Belton.

OTB has significant amounts of older homes, and businesses, many of which have not been well maintained. If fully rehabilitated to contemporary standards, OTB will become an even greater asset, which will strengthen the economic viability of not just OTB, but the City as a whole.

Most of OTB was constructed between 1872 and 1930, and it is apparent that this area is worthy of an incentive program that will revitalize the heart of our City. It will also increase foot traffic for Main Street and spark the interest of businesses and new residents wanting to locate to Main Street in Belton.

We are in full support of the Old Town Belton Redevelopment Chapter 353 Plan.

Respectfully,



Gary Mallory, President
Downtown Belton Main Street, Inc.

Belton-Cass Regional Transportation Development District
519 London Way
Belton Mo. 64012
15-Mar-21

Belton City Council
506 Main Street
Belton, Mo. 64012

Members of the Belton City Council,

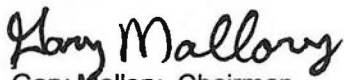
This letter is to express full support of utilization of the provisions of Chapter 353.110.3 RSMo for the redevelopment plan of Old Town Belton(OTB). This proactive program will spur redevelopment for both residential and commercial buildings, which will benefit both residents and business owners alike. It will be exciting to see appropriate improvements and renovations to eliminate blight, as a whole, in original Belton.

OTB has significant amounts of older homes, and businesses, many of which have not been well maintained. If fully rehabilitated to contemporary standards, OTB will become an even greater asset, which will strengthen the economic viability of not just OTB, but the City as a whole.

Most of OTB was constructed between 1872 and 1930, and it is apparent that this area is worthy of an incentive program that will revitalize the heart of our City. It will also increase foot traffic for Main Street and spark the interest of businesses and new residents wanting to locate to Main Street in Belton.

We are in full support of the Old Town Belton Redevelopment Chapter 353 Plan.

Respectfully,



Gary Mallory, Chairman
Belton-Cass Regional Transportation Development District



March 23, 2021

Belton City Council
506 Main Street
Belton, MO 64012

Dear City Council:

This letter is to express our full support of the proposed Chapter 353 for the redevelopment of Old Town Belton (OTB). This proactive program will benefit and spur redevelopment for both residential and commercial building owners. It will be exciting to see appropriate improvements and renovations to eliminate blight in original Belton. OTB has significant amounts of older homes and businesses, many of which have not been well maintained. If fully rehabilitated to contemporary standards, OTB will become an even greater asset, which will strengthen the economic viability of not just OTB, but the City as a whole. Learning that most of OTB was constructed between 1872 and 1930, it is apparent that this area is worthy of an incentive program that will revitalize the heart of our City. It will also increase foot traffic for Main Street and spark the interest of businesses and new residents wanting to locate to Main Street in Belton.

The Board of Directors of the Belton Community Foundation are in full support of the Old Town Belton Redevelopment Chapter 353 plan.

Sincerely,

Diane Huckshorn,
Executive Director

SECTION VIII

B

R2021-20

A RESOLUTION APPOINTING SUCCESSOR DIRECTORS TO THE BOARD OF DIRECTORS OF THE TXRH COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, the Community Improvement District Act (“Act”), Section 67.1401 to 67.1571 of the Revised Statutes of Missouri, provides for the Chief elected officer of a municipality (“Mayor”) to appoint Successor Directors of a Community Improvement District with the consent of the governing body of the municipality (“City Council”); and

WHEREAS, the TXRH CID (“District”), which was formed by Ordinance 2016-4179 adopted by the City Council of Belton, Missouri, is a public body created under the authority of the Act, and is transacting business and exercising the powers granted by the Act; and

WHEREAS, the terms for Karen Olgren, John Sheehy, and Philip Lawson have expired; and

WHEREAS, the Board is hereby submitting to the Mayor and City Council their recommendation for the reappointment of Karen Olgren, John Sheehy, and Philip Lawson to a four (4) year term.

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

SECTION 1. That the reappointment of Karen Olgren, John Sheehy, and Philip Lawson as members of the District’s Board of Directors is approved, each to serve a four-year term.

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 30th day of March, 2021.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing resolution was regularly introduced at a regular meeting of the City Council held on the 30th day of March, 2021, and adopted at a regular meeting of the City Council held the 30th day of March, 2021, by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

RESOLUTION NO. 2021-01

THE TXRH COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS (THE “BOARD”) OF THE TXRH COMMUNITY IMPROVEMENT DISTRICT (THE “DISTRICT”) NOMINATING A SLATE OF SUCCESSOR DIRECTORS

WHEREAS, the District, which was formed by Ordinance Number 2016-4179 adopted by the City Council of the City of Belton, Missouri, is a public body created under the authority of the “Missouri Community Improvement District Act,” Section 67.1401, *et seq.*, RSMo, as may be amended (the “Act”); and is transacting business and exercising powers granted by the Act;

WHEREAS, the Petition authorizes the Board of Directors of the District (the “Board”) to select qualified individuals to serve as an Successor Director in accordance with the qualifications set forth in the Petition; and

WHEREAS, the terms have expired for Karen Olgren, John Sheehy and Philip Lawson; and

WHEREAS, the Board wishes to reappoint Karen Olgren, John Sheehy and Philip Lawson for a 4 year term; and

WHEREAS, the Petition authorizes the Board to submit to the Mayor, with the consent of the City Council, a slate of individuals nominated to serve as Successor Directors in accordance with the qualifications set forth in the Petition.

NOW THEREFORE, BE IT RESOLVED, by the Board as follows:


1. The following slate contains the term, name, and classification of the individuals selected and confirmed by the Board to serve as Successor Directors:
 - a. 4 Year Term – Karen Olgren
 - b. 4 Year Term – John Sheehy
 - c. 4 Year Term – Philip Lawson
2. The Chairman is authorized to take all actions necessary to carry out this Resolution;
3. This Resolution shall take effect immediately.

Adopted this 22nd day of February, 2021.



Britta Rice, Chairman

ATTEST:

DocuSigned by:

435877F1B0E4432...
Tim Wahl, Secretary

SECTION VIII

C

R2021-21

A RESOLUTION APPROVING TRADE-IN OF EXISTING FAIRWAY MOWERS (2) 2007 JOHN DEERE 3235C, AND THE LEASE/PURCHASE OF TWO (2) 2021 JOHN DEERE 8800A TERRAINCUT MOWERS WITH ACCESSORIES FROM VAN-WALL EQUIPMENT, INC., TOTALING \$124,209.38, AND FINANCED OVER FIVE (5) YEARS THROUGH JOHN DEERE FINANCIAL SERVICES IN THE AMOUNT OF \$6,915.72; FOR A TOTAL AMOUNT OF \$131,125.10.

WHEREAS, the City Golf Department is replacing via trade-in its current golf course fairway mowers in accordance with the 2021 budget; and

WHEREAS, the current golf course fairway mowers are experiencing extensive equipment failures and costly repairs; and

WHEREAS, the golf course fairway mowers are essential pieces of equipment used for maintaining the golf course fairways; and

WHEREAS, the Fairway Mowers with accessories have been competitively bid and are being made under the Sourcewell – Landscaping and Grounds Related Equipment, Accessories & Supplies Contract - Contract Number: 062117-DAC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI.

Section 1. That the lease/purchase of (2) two 2021 John Deere 8800A TerrainCut mowers with accessories be approved from Van-Wall Equipment Inc. and financed through John Deere Financial Services over a 60 month period, incorporated as **EXHIBIT A.**

Section 2. That this lease/purchase is being made under the Sourcewell – Landscaping and Grounds Related Equipment, Accessories & Supplies contract competitively bid through Sourcewell - Contract Number: 062117-DAC, incorporated as **EXHIBIT B.**

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

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

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of _____, 2021, and adopted at a regular meeting of the City Council held the ____ day of _____, 2021 by the following vote, to wit:

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

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



8800A TerrainCut™ Rough Mower

☆☆☆☆☆ (0) [Write a review](#)

- TechControl™ Display locks in performance, and uptime
- LoadMatch™ to maintain cut quality
- 27% more hp, 20 percent more torque in the mowing circuit
- Final Tier 4 without sacrificing horsepower

[Find a Dealer](#)

[View Product Brochure >](#)

[Request a Demo >](#)

Features

- + Rotary decks feature rigid construction, rear discharge, double bearings, and high torque motors in one tough package
- + TechControl display maximizes performance and uptime by allowing more control in operation and diagnostics
- + eHydro™ hydrostatic pump and large-capacity wheel motors for serious hill-climbing capabilities
- + No-tool notch adjustment system makes height-of-cut changes a breeze
- + Standard GRIP all-wheel drive traction system provides superior traction by reducing wheel slip

Show More

Specifications

Key Specs

Maximum rated horsepower	At 2800 rpm ISOC: 41.1 kW 55.1 hp
Drive pump	Tandem gear pump
Ground pressure	82.7-124 kPa 12-18 psi
Throttle	Automatic controls with AutoPedal foot controls; manual control through TechControl display
Operator display	

**Reels) OR Blade tip speed
(decks)**

TechControl Display: Located on Command Arm; displays machine warnings, on-board electrical diagnostics; service timers on large easy to read screen; quick on the go settings for mow and transport speed; Turn Speed; Loadmatch™ and ON/OFF Cruise Control Use selection: all settings are pass code protected

0-12.8 km/h

0-8 mph

53.3 cm

21 in.

4572 m/min

15,000 fpm

Engine**Type**

Direct Inject Turbocharged Diesel

Compliant emission

United States and Canada Tier 4

Horsepower

Maximum rated horsepower
At 2800 rpm ISOC: 41.1 kW
55.1 hp

Cylinders

Four

Displacement

2.091 L
127.6 cu in.

Air cleaner

2-stage dry element

Fuel

Diesel up to B20 compliant

Cooling system

Liquid centrifugal pump; forward machine location for optimum cooling

YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

- Shipping address
- Billing address
- Vendor: John Deere Company
- 2000 John Deere Run Cary, NC 27513
- Contract name and/or number
- Signature
- Tax exempt certificate, if applicable

For any questions, please contact:

Richard Shumate

Van-Wall Equipment, Inc.
9650 Dice Lane
Lenexa, KS 66215

Tel: 913-397-6009

Fax: 913-397-6090

Email: richard.shumate@vanwall.com

The John Deere Government Sales Team



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Van-Wall Equipment, Inc.
9650 Dice Lane
Lenexa, KS 66215
913-397-6009
mailbot.jd@vanwall.com

Quote Summary

Prepared For:

EAGLES LANDING GOLF COURSE
4200 BONG AVE
BELTON, MO 64012
Business: 816-318-0004

Delivering Dealer:

Van-Wall Equipment, Inc.
Richard Shumate
9650 Dice Lane
Lenexa, KS 66215
Phone: 913-397-6009
richard.shumate@vanwall.com

Sourcewell Membership ID# 40601

Quote ID: 23897356
Created On: 17 March 2021
Last Modified On: 17 March 2021
Expiration Date: 16 April 2021

Equipment Summary

	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 8800A TerrainCut Rough Mower	\$ 83,690.38	\$ 63,604.69 X	2 =	\$ 127,209.38

Contract: Sourcewell Grounds Maintenance 062117-DAC (PG NB CG 70)
Price Effective Date: March 16, 2021

Equipment Total

\$ 127,209.38

Trade In Summary

	Qty	Each	Extended
JOHN DEERE 3235C TURF SYSTEM PayOff	1	\$ 1,500.00	\$ 1,500.00 \$ 0.00
Total Trade Allowance			\$ 1,500.00

JOHN DEERE 3235C TURF SYSTEM PayOff	1	\$ 1,500.00	\$ 1,500.00 \$ 0.00
Total Trade Allowance			\$ 1,500.00

Trade In Total

\$ 3,000.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 127,209.38
Trade In	\$ (3,000.00)
SubTotal	\$ 124,209.38

Salesperson : X _____

039

Accepted By : X _____



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Van-Wall Equipment, Inc.
9650 Dice Lane
Lenexa, KS 66215
913-397-6009
mailbot.jd@vanwall.com

Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 124,209.38
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 124,209.38

Salesperson : X _____

040

Accepted By : X _____



Selling Equipment

Quote Id: 23897356 Customer Name: EAGLES LANDING GOLF COURSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Van-Wall Equipment, Inc.
9650 Dice Lane
Lenexa, KS 66215
913-397-6009
mailbot.jd@vanwall.com

JOHN DEERE 8800A TerrainCut Rough Mower

Hours:		Suggested List *
Stock Number:		\$ 83,690.38
Contract: Sourcewell Grounds Maintenance 062117-DAC (PG NB CG 70)		Selling Price *
		\$ 63,604.69

Price Effective Date: March 16, 2021

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
150ATC	8800A TerrainCut Rough Mower	2	\$ 83,079.00	24.00	\$ 19,938.96	\$ 63,140.04	\$ 126,280.08
Standard Options - Per Unit							
001A	United States/Canada	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	All Other Countries (English / Spanish)	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
BTC10338	Canopy	2	\$ 611.38	24.00	\$ 146.73	\$ 464.65	\$ 929.30
Dealer Attachments Total			\$ 611.38		\$ 146.73	\$ 464.65	\$ 929.30
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 83,690.38		\$ 20,085.69	\$ 63,604.69	\$ 127,209.38



Trade-in

Quote Id: 23897356

Customer Name: EAGLES LANDING GOLF COURSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

JOHN DEERE 3235C TURF SYSTEM	
Machine Details	
Description	Net Trade Value
JOHN DEERE 3235C TURF SYSTEM	\$ 1,500.00
Your Trade In Description	
Additional Options	
Hour Meter Reading	4145
Total	\$ 1,500.00

JOHN DEERE 3235C TURF SYSTEM	
Machine Details	
Description	Net Trade Value
JOHN DEERE 3235C TURF SYSTEM	\$ 1,500.00
Stock Number :	
Your Trade In Description	
Additional Options	
Hour Meter Reading	4145
PayOff	\$ 0.00
Total	\$ 1,500.00

WARRANTY FOR NEW JOHN DEERE GOLF & TURF EQUIPMENT (US & Canada Only)



JOHN DEERE

- A. GENERAL PROVISIONS** - With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265 and with respect to purchasers in Canada, "John Deere" means John Deere Canada ULC, 295 Hunter Road, P.O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new John Deere Golf and Turf equipment ("Equipment") purchased from John Deere or an authorized John Deere dealer or distributor ("Selling Dealer"). These warranties apply only to Equipment intended for sale in the United States and Canada. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer, distributor or service center authorized by John Deere to sell and/or service the type of equipment involved ("Authorized Dealer"). The Authorized Dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labour. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business (except where prohibited by law), for any premium charged for overtime labour requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an Authorized Dealer is notified of the ownership change, and John Deere approves the warranty transfer.
- B. WHAT IS WARRANTED** - Subject to section C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser.

EQUIPMENT	WARRANTY TERM
1) Aerators: 800, 1000, 1500, 2000*	24 Months/Unlimited Hours
2) Bunker Rakes: 1200A, 1200 Hydro Rake*	
3) Debris Maint: TC125* Collection System	
4) Reel Mowers: 180, 220, 260, 2400, 2500, 2700, 2653, 6000, 7000 & 8000 Series*	
5) Rotary Mowers: 7000, 8000 & 9000 Series*	
6) Walk Greens Mower Trailers: 22 Series*	
7) ProGator™: 2020A, 2030A, 2020A GPS PrecisionSprayer, 2030A GPS PrecisionSprayer	24 Months/1500 Hours, whichever comes first
8) Turf Gator™: Turf, TX Turf	
9) Sprayer: HD200, HD300	
10) Top Dresser: TD100	
11) E-Gator™: E Gator, TE Gator	

*Including compatible implements/attachments

- C. (I) ITEMS COVERED SEPARATELY** - Unless listed in the applicable parts catalog, this warranty does not apply to (1) Batteries; (2) Radios; (3) Tires; and (4) Sprayer Controllers which are covered by separate written warranties.
- (II) WHAT IS NOT WARRANTED** - Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance and replacement of maintenance and wear items, such as oil, filters, coolants and conditioners, blades and other cutting/mowing parts, belts, brake and clutch linings, spark plugs, hoses, tires and batteries.
- D. SECURING WARRANTY SERVICE** - To secure warranty service, the purchaser must, (1) Report the Equipment defect to an Authorized Dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to the Authorized Dealer within a reasonable time.
- E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION** - To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- F. NO DEALER/DISTRIBUTOR WARRANTY** - THE SELLING DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY AND MAKES NO WARRANTY ON ANY OTHER ITEM UNLESS IT DELIVERS TO THE PURCHASER A SEPARATE WRITTEN CERTIFICATE SPECIFICALLY WARRANTING THE ITEM.

City of Belton, Eagles Landing, Muni, 60 M, Annual Pays(2)

Compound Period : Monthly

Nominal Annual Rate : 2.750 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	03/17/2021	124,209.38	1		
2 Payment	03/17/2021	26,224.82	5	Annual	03/17/2025
3 Payment	03/17/2026	1.00	1		

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 03/17/2021				124,209.38
1 03/17/2021	26,224.82	0.00	26,224.82	97,984.56
2021 Totals	26,224.82	0.00	26,224.82	
2 03/17/2022	26,224.82	2,728.80	23,496.02	74,488.54
2022 Totals	26,224.82	2,728.80	23,496.02	
3 03/17/2023	26,224.82	2,074.45	24,150.37	50,338.17
2023 Totals	26,224.82	2,074.45	24,150.37	
4 03/17/2024	26,224.82	1,401.88	24,822.94	25,515.23
2024 Totals	26,224.82	1,401.88	24,822.94	
5 03/17/2025	26,224.82	710.58	25,514.24	0.99
2025 Totals	26,224.82	710.58	25,514.24	
6 03/17/2026	1.00	0.01	0.99	0.00
2026 Totals	1.00	0.01	0.99	
Grand Totals	131,125.10	6,915.72	124,209.38	

City of Belton, Eagles Landing, Muni, 60 M, Annual Pays(2)

Last interest amount decreased by 0.02 due to rounding.

Sourcewell – Landscaping and Grounds Related Equipment, Accessories & Supplies Contract

Contract Number: 062117-DAC

Contract Period: August 18, 2017 – August 18, 2021

Eligibility: The contract allows for service to Sourcewell Member agencies in all states.

The following eligibility requirements must be met:

- Entity must be a Sourcewell Member. John Deere dealers must verify membership before quoting. Please include the Sourcewell member number on the dealer quote or on the Sourcewell Member's purchase order.
- Eligible Sourcewell Members are state, city, county, municipal or local tax-supported governmental agencies, turnpikes, airports, housing authorities, electric cooperatives, water cooperatives, K-12 public school systems, public and private higher education facilities such as colleges and universities, public and volunteer fire departments, public or non-profit museums, libraries and zoos.
- Eligible Sourcewell Member non-profit agencies are eligible to purchase John Deere equipment on the Sourcewell contract.
- Charter Schools, Montessori Schools and K-12 private schools are required to pay in full (EFT, credit card or check) prior to receiving purchased equipment.

Members of the Illinois Public Higher Education Cooperative (IPHEC) are also eligible to use this Sourcewell Contract. IPHEC is comprised of universities and community colleges located in Illinois. Before quoting, please review the [list of IPHEC Members](#) to verify eligibility.

To become a Sourcewell Member you can call 877-585-9706 for more details or visit the [Sourcewell website](#) to complete an application.

To obtain a membership list for eligible entities belonging to Sourcewell, please visit the [Sourcewell Member Locator](#) and select Membership List Spreadsheet.

Quotes and Purchase Orders:

To obtain a quote, contact your local [John Deere Dealer](#). Submit your purchase order to your dealer. The John Deere Dealer will submit the purchase order to John Deere's Government Sales office.

All purchase orders must show Deere & Company as the vendor and reference the contract number.

Multiple Unit Discount Multiple unit discounts are permitted. The contract discount plus the multiple unit discount equals the total discount. Discounts are based on the following schedule:

Quantity	Additional Discount
3-4	1%
5-6	2%
7-8	3%
9 units or more	4%

Sales of 3 or more like self-propelled products sold on the same purchase order are eligible for the multi-unit discount. Self-propelled products, with the exception of our utility vehicles, must be listed in the same tabbed price book section. Compatible implements sold with such products also qualify for the multi-unit discount but do not count as a unit.

Frontier Equipment is excluded from the Multiple Unit Discount.

Non-contract (Deere) Allowed. Non-contract equipment may only be sold in connection with the sale of a contract item. Items must be clearly labeled on the purchase order or quote as Non-Contract. Non-contract items are John Deere manufactured Order Zone products, implements, attachments, accessories, parts or bundles that are not currently on contract but are requested by the customer to complete the purchase of John Deere equipment awarded on contract.

Rental Not allowed on this contract.

Substitutions Allowed.

Trade-ins Allowed. Items must be clearly labeled on the purchase order or quote as Trade-In. The agency and the dealer determine the trade-in value.

Demo Not allowed on this contract.

Miscellaneous **Shipping charges**
Alaska (AK) and Hawaii (HI): Shipping charges apply.
 For deliveries to AK or HI, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member.

Continental US: For all other deliveries within the continental US (excludes AK & HI), the Sourcewell member will NOT be charged factory freight to the delivering dealer.

Tire Fee (per tire)

California: All Purchase Orders submitted for the State of California to John Deere should now include a separate line stating, "Tire Fee" and list it as a Non-Contract item on the Purchase Order. Please refer to the State of California's website for details on the tire fee.

Effective Date as of 1/1/05

Per New Tire \$1.75

Please review the [California Tire Fee](#) publication issued by the California Department of Tax and Fee Administration for more details.

Delivery Obligations None.

Payment Remittance Information Remit to Address:
Deere & Company
Ag & Turf CBD & Government Sales
21748 Network Place
Chicago, IL 60673-1217

Price Structure

Price Page Tabs	Product Descriptions	Discounts off MSRP	Price Page Dates
L21	Residential Zero-Turn-Radius Mowers & Equipment	0%	Current
L25	Lawn Tractors (D100's only) & Equipment	0%	Current
L25	Lawn Tractors (X300s only) & Equipment	18%	Current
L30	Garden Tractors & Equipment	18%	Current
L35	Equipment for Lawn & Garden Tractors	18%	Current
C10	Commercial Walk-Behind Mowers & Equipment	23%	Current
C13	Commercial Zero-Turn-Radius Mowers & Equipment	23%	Current
C15	Commercial Front Mowers & Equipment	23%	Current
C18	Commercial Wide Area Mowers & Equipment	23%	Current
C20	Compact Utility Tractors & Equipment	18%	Current
C21	Equipment for Commercial Mowing Products	23%	Current
C25	Equipment for Compact Utility Tractors	18%	Current
C39	Recreational Utility Vehicles & Equipment	13%	Current
C40	Mid Duty Crossover Utility Vehicles & Equipment	13%	Current
C41	Heavy-Duty Crossover Utility Vehicles & Equipment	13%	Current
C42	Traditional Utility Vehicles & Equipment	16%	Current
C47	HPX Utility Vehicles & Equipment	13%	Current
C48	Utility Vehicles and Equipment	13%	Current
G10	Reel Mowers & Equipment	24%	Current
G15	Special Application Mowers & Equipment	24%	Current
G20	Special Application Vehicles & Equipment	24%	Current

G25	Aeration & Equipment	24%	Current
G30	Debris Maintenance & Equipment	24%	Current
G35	Fleet Management (golf)	14%	Current
Frontier	Cutting & Mowing	18%	Current
	Hay & Forage	18%	Current
	Landscaping	18%	Current
	Material Handling	18%	Current
	Planting & Seeding	18%	Current
	Sprayers	18%	Current
	Snow Equipment	18%	Current
	Loader Attachments	18%	Current

Contract Updates

September 9, 2019 – Added IPHEC to eligibility section of contract. Effective 26Aug2019.

February 27, 2019 – Changed LA Tire Fee from \$2 per tire to \$2.25 per tire.

February 18, 2019 – Updated descriptions for LA Tire Fee and MS ATV Trauma Fee to include ProGators. Updated CA Tire Fee to include all motorized equipment.

September 7, 2018 – Added state fees.

June 7, 2018 – Changed Contract name from NJPA to Sourcewell

May 18, 2018 – Changed Frontier discounts from 17% to 18%. 18% was effective 26Apr2018 per note below.

April 26, 2018 – Discounts have been updated. October 19, 2017 - Updated eligibility verbiage.

March 22, 2017 - Updated description to include new 5000R models. August 2, 2016 - Updated description to include new 5000G models.

May 21, 2015 - Removed the 5085E tractor from the 14% discount category because the model was appearing in both the 14% and 18% discount categories. The 5085E should receive a 18% discount.

SECTION IX

A

AN ORDINANCE APPROVING AN AMENDMENT TO THE CITY'S ZONING MAP FROM AN M-1 LIGHT INDUSTRIAL DISTRICT AND R-3 MULTIPLE FAMILY RESIDENTIAL DISTRICT TO AN FCI FLEX COMMERCIAL/INDUSTRIAL DISTRICT, FOR 26.55 ACRES OF LAND LOCATED AT 5901 E 155TH STREET AND 6107 E 155TH, BELTON, CASS COUNTY, MISSOURI.

WHEREAS, a request was submitted to rezone 26.55 acres of the land located on the South side of 155th Street, approximately 600-feet East of South Outer Road, more specifically described in **Exhibit A** attached hereto and incorporated as if fully set forth herein, from M-1 Light Industrial District and R-3 Multiple Family Residential District to FCI Flex Commercial/Industrial District; and

WHEREAS, under the Unified Development Code Section 20-1- Land Use Applications and Procedures provides that the City Council may, by ordinance, amend, supplement, change or modify zoning district boundaries; and

WHEREAS, after due public notice in the manner prescribed by law, a public hearing was held before the Belton Planning Commission on March 15, 2021 in accordance with Missouri law and the provisions of the Unified Development Code Section 20-2- Procedure for Zoning Map and Text Amendments; and

WHEREAS, the Unified Development Code Section 20-3- Findings of Fact, provides criteria for findings of fact to be used with zoning map amendments; and

WHEREAS, the Belton Planning Commission voted to recommend approval of the application to the City Council by a six to zero vote; and

WHEREAS, the City Council believes it is in the best interest of the City to rezone this tract of land to FCI Flex Commercial/Industrial District.

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

Section 1. That the City Council of the City of Belton hereby concurs with the recommendation of the Planning Commission and approves the rezoning of the subject property more specifically described in **Exhibit A** attached hereto and incorporated as if fully set forth herein, from an M-1 Light Industrial District and an R-3 Multiple Family Residential District to FCI Flex Commercial/Industrial District, subject to the following conditions:

1. The rezoning and preliminary plan is approved as shown on Southview Commerce Center Preliminary Plat and Preliminary Development Plan, dated 3/2/21 by Sitepoint, LLC.

2. Building elevations, Southview Commerce Center, Building 4 by studioNorth, dated 2/17/21 are approved as part of the Preliminary Development Plan.
3. A Final Development Plan and Final Plat shall be submitted, as required in Section 20.6 of the UDC.
4. A final landscape plan shall be submitted, indicating compliance with the *North Scott Corridor Overlay District + Guidelines*, signed and sealed by a registered Landscape Architect.
5. Stormwater management/detention is preliminarily approved as described in Fourth Plat Micro Drainage Study, by Olsson Associates, March 2021.
6. Revise the driveway location on 155th Street to provide a 100' intersection offset to 153rd Terrace.
7. The shared driveway entrance at Lot 3 shall be reshaped and finished with hardscape materials to prevent sight distance obstructions.
8. A photometric plan for parking lot lighting shall be submitted with the Final Development plan.
9. Details on exterior building lighting shall be submitted with Final Development plans.
10. Trash containers and outside storage shall only be permitted in a warehouse dock location adjacent to a tenant space, in the internal parking and maneuvering areas in-between the buildings.
11. NorthPoint Development shall prepare, execute and record deed restrictions on the land currently platted as Sunset Hill Second Plat prior to the filing of the Final Plat for Southview Residential. Such deed restriction shall state that lots shall only be for single-family residential construction.

Section 2. That the City Planner shall take all necessary actions to supplement the Comprehensive Plan and Zoning map of the City.

Section 3. That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

Section 4. That this Ordinance shall take effect and be in full force from and after its passage and approval.

READ FOR THE FIRST TIME: MARCH 23, 2021

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2021.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2021, and thereafter adopted as Ordinance No. 2021-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2021, 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

From M-1 to FCI:

All that part of the Southwest Quarter of Section 12, Township 46 North, Range 33 West, in the City of Belton, Cass County, Missouri more particularly described as follows:

A tract of land containing an area of 251,300 square feet of land lying in Lot 2 of Section 1, Township 46 North, Range 33 West in Belton, Cass County, Missouri, more particularly described as follows: Commencing at the Northwest corner of Section 1, being a point on the township line lying 0.32 feet North of a 2" aluminum monument stamped "LS 2000148659"; Thence South 86° 25' 23" East, along said township line, 318.71 feet; Thence South 02° 40' 08" West, 69.41 feet to the South right of way line of 155th Street and the Point of Beginning of the tract herein described; Thence North 88° 17' 37" East 83.36 feet along said right of way; Thence South 78° 01' 44" East 158.96 feet along said right of way; Thence South 88° 17' 42" East 50.61 feet along said right of way; Thence North 03° 35' 00" East 41.28 feet along said right of way; Thence North 89° 23' 21" East 27.51 feet along said right of way; Thence South 02° 36' 39" West 820.36 feet, more or less to the southerly limits of the M-1 zoning; Thence North 85° 28' 27" West 319.71 feet along said zoning line; Thence North 02° 40' 08" East 785.64 feet to the point of beginning.

Known as: 5901 E 155th Street

And

All that part of the Southwest Quarter of Section 12, Township 46 North, Range 33 West, in the City of Belton, Cass County, Missouri more particularly described as follows:

From R-3 to FCI:

A tract of land containing an area of 906,000 square feet of land lying in Lot 2 of Section 1, Township 46 North, Range 33 West in Belton, Cass County, Missouri, more particularly described as follows: Commencing at the Northwest corner of Section 1, being a point on the township line lying 0.32 feet North of a 2" aluminum monument stamped "LS 2000148659"; Thence South 86° 25' 23" East, along said township line, 637.43 feet; Thence South 02° 36' 39" West, 40 feet to the South right of way line of 155th Street and the Point of Beginning of the tract herein described; Thence North 87° 49' 52" East 96.64 feet along said right of way; Thence South 86° 05' 42" East 541.25 feet along said right of way; Thence South 02° 28' 52" West 1227.46 feet to the South line of said Lot 2; Thence North 85° 28' 52" West 960.65 feet along said South line; Thence North 02° 40' 08" East 389.96 feet, more or less to the Northerly limits of the R-3 zoning; Thence South 85° 28' 27" East 319.71 feet along said zoning line; Thence North 02° 36' 39" East 820.36 feet to the point of beginning.

Known as: 6107 E. 155th Street

All being located on a 26.55-acre site.



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: March 30, 2021

DIVISION: Planning and Building Department

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

Approval of amended rezoning ordinance from M-1 and R-3 to FCI Flex-Commercial Industrial District. This amended ordinance includes the addition of Condition #11, providing language on the filing of deed restrictions limiting development of new lots to single-family construction.

BACKGROUND:

At the City Council meeting of March 23, 2021, NorthPoint Development stated that they would record deed restrictions that would limit construction to single-family homes on the new residential lots proposed with the Southview Residential plat.

SECTION IX

D

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT AND A DEVELOPMENT AND PERFORMANCE AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND NORTHPOINT DEVELOPMENT, LLC; AND AUTHORIZING CERTAIN AGREEMENTS AND OTHER ACTIONS BY THE CITY.

WHEREAS, the City of Belton, Missouri, a constitutional charter city and political subdivision of the State of Missouri (the “City”), is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (“RSMo,” collectively, the “Act”), to purchase, construct, extend, improve and equip certain projects (as defined in Section 100.010 RSMo and as described in Article VI, Section 27(b) of the Missouri Constitution) and to issue revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable; and

WHEREAS, Section 100.050 RSMo requires the City to prepare a plan in connection with any commercial project undertaken pursuant to the Act; and

WHEREAS, a Plan for an Industrial Development Project and Cost-Benefit Analysis for NorthPoint Development, LLC (the “Plan”) was prepared and distributed to the affected taxing jurisdictions along with notice of a public hearing to be held by the City on March 30, 2021 related to the construction of an approximately 501,330 square-foot Class A industrial distribution warehouse and commercial facility located generally along Interstate 49 and East 155th Street (the “Project”) in the City; and

WHEREAS, on March 30, 2021 the public hearing for the affected taxing districts related to the Plan was held by the City and comment was taken; and

WHEREAS, the City Council hereby finds and determines that it is desirable for the improvement of the economic welfare and development of the City and within the public purposes of the Act that the City approve the Plan pursuant to the Act; and

WHEREAS, pursuant to the foregoing, the City desires to enter into the attached Development and Performance Agreement (the “Agreement”) with NorthPoint Development, LLC (the “Company”) to address (1) the transfer to the City by the Company of the certain real estate related to the Project, (2) the design and construction of the Project, and (3) development incentives for the Project.

WHEREAS, the City Council further finds and determines that it is necessary and desirable in connection with the development of the Project that the City enter into certain documents and that the City take certain other actions and approve the execution of certain other documents as herein provided;

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

Section 1. Authorization of the Plan. The City Council hereby finds that (a) proper notice as required by the Act was given to all affected taxing jurisdictions regarding the Plan, and (b) it has fairly and duly considered any and all comments submitted to the City Council regarding the Plan. The City Council hereby approves the Plan attached hereto as Exhibit A.

Section 2. Approval of Agreement. The Development and Performance Agreement by and between the City and the Company, in substantially the form attached hereto as Exhibit B, is hereby approved and the Mayor is hereby authorized to execute the agreement on behalf of the City.

Section 3. Further Authority. The Mayor, City Manager, Finance Director, City Clerk and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4. Effective Date. 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 _____, 2021.

Mayor Jeff Davis

ATTEST:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: March 30, 2021

DIVISION: Economic Development Department

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE:

An ordinance approving a Plan for an Industrial Development Project and a Development and Performance Agreement between the City of Belton, Missouri and Northpoint Development, LLC; and authorizing certain agreements and other actions by the City.

BACKGROUND:

This ordinance will approve a Plan for an Industrial Development Project and Cost-Benefit Analysis for Northpoint Development, LLC (“Northpoint”) and a Development and Performance Agreement between the City and Northpoint. The Plan contemplates the construction of an industrial development project to include an approximately 501,330 square-foot Class A industrial distribution warehouse and commercial facility located generally along Interstate 49 and East 155th Street (the “Project”) in the City. The Project is expected to cost approximately \$30,000,000 with construction expected to begin in 2021. Tax abatement will be provided pursuant to the issuance of bonds in accordance with Chapter 100, RSMo. The City shall have no responsibility to pay the bonds other than with funds provided by NorthPoint so the City’s credit is not at risk for the bonds. Northpoint will be required to pay fixed payments in lieu of taxes for distribution to the taxing district in amounts set forth in the plan. Northpoint will also receive a sales tax exemption on construction materials used to construct the Project. State statute requires the preparation of a plan for development prior to the issuance of Chapter 100 bonds, that the plan be mailed to the affected taxing districts at least 20 days in advance of approval of the plan and that the taxing districts be given the opportunity to comment on the plan. Notice was given to the taxing districts in accordance with state statute.

The Development and Performance Agreement addresses the design, construction, operation and maintenance of the Project and the development incentives to be provided for the Project, including the contractual obligation to pay fixed payments in lieu of taxes to be distributed to the affected taxing jurisdictions. Northpoint will be required to operate and maintain the Project as a Class A industrial and commercial facility to continue to receive the tax abatement and incentives for the Project.

STAFF RECOMMENDATION:

Staff recommends approval.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance with Exhibits
- Notice to Taxing Jurisdictions
- Certified Mail Receipts

EXHIBIT A
TO ORDINANCE NO. _____

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND COST-BENEFIT ANALYSIS FOR NORTHPOINT
DEVELOPMENT, LLC

CITY OF BELTON, MISSOURI

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND COST-BENEFIT ANALYSIS**

FOR

NORTHPOINT DEVELOPMENT, LLC

(INDUSTRIAL FACILITY PROJECT)

March 10, 2021



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ATTACHMENT A – SUMMARY OF KEY ASSUMPTIONS

EXHIBIT 1 - PROJECT ASSUMPTIONS

EXHIBIT 2 - SUMMARY OF COST BENEFIT ANALYSIS

EXHIBIT 3 - PROJECTED TAX REVENUES ON PROJECT SITE WITH NO PROJECT

EXHIBIT 4 - PROJECTED TAX REVENUES WITHOUT ABATEMENT ON PROJECT SITE WITH PROJECT IMPROVEMENTS

EXHIBIT 6 - PROJECTED PILOT AMOUNTS ON PROJECT SITE WITH PROJECT IMPROVEMENTS

EXHIBIT 7- PROJECTED VALUE OF TAX ABATEMENT ON PROJECT SITE WITH PROJECT IMPROVEMENTS

I. PURPOSE OF THIS PLAN

The City Council of the City of Belton, Missouri (the “City”) will consider the issuance by the City of its taxable industrial development revenue bonds (the “Bonds”), to finance the costs of acquiring, constructing and improving an industrial and warehouse project (the “Project”) for Northpoint Development, LLC, a Missouri limited liability company (the “Company”), as more fully described and defined herein. The Bonds will be issued pursuant to the provisions of Sections 100.010 to 100.200 of the Revised Statutes of Missouri, as amended, and Article VI, Section 27(b) of the Missouri Constitution, as amended (collectively, the “Act”).

Gilmore & Bell, P.C. has prepared this Plan for an Industrial Development Project and Cost-Benefit Analysis (the “Plan”) to satisfy requirements of the Act and to analyze the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions, of using industrial development revenue bonds to finance the Project and to facilitate abatement of *ad valorem* taxes on the bond-financed property.

II. DESCRIPTION OF CHAPTER 100 FINANCINGS

General. The Act authorizes cities, counties, towns and villages to issue industrial development bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce, industrial plants and other commercial facilities. Bond proceeds may be used to finance land, buildings, fixtures and machinery.

Issuance and Sale of Bonds. Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from the project. The municipality issues its bonds pursuant to a trust indenture entered into between the municipality and a bank or trust company acting as trustee. In exchange, the benefited company promises under a lease agreement to make rental payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

If proceeds of the revenue bonds are to be used to pay the costs, or reimburse the costs, of making improvements to real property, concurrently with the closing of the bonds, the company will convey to the municipality title to the site on which the industrial development project will be located. (The municipality must be the legal owner of the property while the bonds are outstanding for the property to be eligible for tax abatement, as further described below.) At the same time, the municipality will lease the project site and the improvements thereon back to the benefited company pursuant to a lease agreement. The lease agreement will require the company, acting on behalf of the municipality, to use the bond proceeds to pay, or reimburse, the costs of purchasing, constructing, and improving the project.

Under the lease agreement, the company typically: (1) will unconditionally agree to make payments sufficient to pay the principal of and interest on the bonds as they become due; (2) will agree, at its own expense, to maintain the project, to pay all taxes and assessments with respect to the project, and to maintain adequate insurance; (3) has the right, at its own expense, to make certain additions, modifications or improvements to the project; (4) may assign its interests under the lease agreement or sublease the project while remaining responsible for payments under the lease agreement; (5) will covenant to maintain its corporate existence during the term of the bond issue; and (6) will agree to indemnify the municipality for any liability the municipality might incur as a result of its participation in the transaction.

Property Tax Abatement. Under Article X, Section 6 of the Missouri Constitution and Section 137.100 of the Revised Statutes of Missouri, all property of any political subdivision is exempt from taxation. In a typical transaction, the municipality holds fee title to the project and leases the project to the benefited company. Although the Missouri Supreme Court has held that the leasehold interest is taxable,

it is taxable only to the extent that the economic value of the lease is less than the actual market value of the lease. See *Iron County v. State Tax Commission*, 437 S.W.2d 665 (Mo. 1968) (*en banc*) and *St. Louis County v. State Tax Commission*, 406 S.W.2d 644 (Mo. 1966) (*en banc*). If the rental payments under the lease agreement equal the actual debt service payments on the bonds, the leasehold interest should have no “bonus value” and the bond-financed property should be exempt from *ad valorem* taxation so long as the bonds are outstanding.

If the municipality and the company determine that partial tax abatement is desirable, the company may agree to make “payments in lieu of taxes.” The amount of payments in lieu of taxes is negotiable. The payments in lieu of taxes are payable by December 1 of each year, and are distributed to the municipality and to each political subdivision in the same manner and in the same proportion as property taxes would otherwise be distributed under Missouri law.

III. DESCRIPTION OF THE PARTIES

NorthPoint Development, LLC. The Company is a Missouri limited liability company which is in the development and construction business.

City of Belton, Missouri. The City is a constitutional charter city and municipal corporation organized and existing under the laws of the State of Missouri. The City is authorized and empowered pursuant to the provisions of the Act to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

IV. REQUIREMENTS OF THE ACT

Description of the Project. The project to be financed by the Bonds consists of: (1) acquiring real property and (2) making certain real property improvements to develop approximately 501,330 square feet of Class A industrial and warehouse commercial development. The real property improvements being financed by the Bonds are referred to herein as the “Project Improvements” which are located on certain real estate referred to herein as the “Project Site.” The Project Improvements being constructed on the Project Site are also referred to herein as the “Project.”

Estimate of the Costs of the Project. The Company expects the total investment in the Project Site and the Project Improvements to be approximately \$30,000,000, which will be financed using one series of Bonds. The construction costs for the Project Improvements are estimated to be \$20,511,200 (approximately 68.4% of total costs).

Source of Funds to be Expended for the Project. The sources of funds to be expended for the Project will be the proceeds of the Bonds in the maximum aggregate principal amount of \$30,000,000, to be issued by the City and purchased by the Company, as bondholder, and, if needed, other available funds of the Company. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project (as further described below). The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri. The Bonds shall be issued upon such terms, in such amounts and at such time as shall be satisfactory to the City and the Company.

Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City. The Company will deed the Project Site and the Project Improvements to the City subject to permitted encumbrances. The City will lease the Project to the Company under a lease agreements (the “Lease”). The lease payments under the Lease will equal, and will be used to pay, the principal of and interest on the Bonds. The Company will also make certain payments in lieu of taxes to the City for distribution to the affected taxing districts, as further described herein. Under the terms of the Lease with the City, the

Company will have the option to purchase the Project at any time. The Lease will terminate after twenty years of abatement is provided for the development beginning the first year subsequent to the issuance of the Bonds, unless terminated sooner pursuant to the terms thereof.

Affected Taxing Jurisdictions. The Belton School District #124 is the school district affected by the Project. Cass County, Missouri is the county affected by the Project. Metropolitan Community College is the community college district affected by the Project. The City is the city affected by the Project. The Cost-Benefit Analysis attached hereto identifies all other taxing districts affected by the Project.

Current Assessed Valuation. The most recent equalized assessed valuation of the Project Site is \$134,440. The estimated total equalized assessed valuation of the Project after the Project Improvements are made (2022) is estimated to be \$5,072,963. This valuation was calculated based upon an assumed appraised value of \$15,383,400 for the Project Improvements in year 2022 plus the appraised value of \$469,608 for the Project Site, multiplied by the assessment rate of 32%.

Payments in Lieu of Taxes. If this Plan is approved by the City Council, the City intends to issue the Bonds and to extend tax abatement to the Company. The Company will convey the Project Site to the City in connection with the Bonds. The Company will receive twenty years of abatement for the Project from the date the Project Improvements are constructed beginning the first year subsequent to the issuance of the Bonds.

Because ownership of the Project Site might be transferred to the City in the year prior to the commencement of the twenty year period of abatement, the Company will be required to make a payment in lieu of taxes equal to 100% of the taxes that would otherwise be due for the Project Site in the year prior to the commencement of the twenty year period of abatement.

Upon commencement of the 20-year period of tax abatement for the Project Improvements, the Company will be required to make PILOT Payments in the amounts shown below during the 20-year period of tax abatement to be provided to the Project.

Years 1-20	100% of taxes on Project Site based on assessed value in 2020, plus 2% growth every other year
Years 1-5	\$0.08 per square foot for building value
Years 6-8	\$0.12 per square foot for building value
Years 9-10	\$0.15 per square foot for building value
Years 11-12	\$0.17 per square foot for building value
Years 13-20	\$0.58 per square foot for building value

Such payments in lieu of taxes would, after reduction for actual costs of the City for distributing such payments, be distributed among the taxing jurisdictions in proportion to the amount of taxes which would have been paid in each year had the Project not been exempt from taxation, pursuant to Section 100.050.3 of the Act.

Sales Tax Exemption on Construction Materials. Qualified building materials purchased for the construction of the Project are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying bond documents upon delivery of a project exemption certificate by the City to the Company. For purposes of determining the impact of the sales and use tax exemption of the qualified building materials on the affected taxing jurisdictions, it was assumed that: (1) the sales and use tax levies shown below will remain constant through the construction period; (2) approximately \$9,000,000 of the total Project costs will be spent on construction materials, (3) of the total amount spent on construction costs, approximately 35%, or \$3,150,000, will be spent on qualified construction materials purchased in the State of Missouri, but outside Cass County and the City, and (4) of the total amount spent on construction costs, approximately 65%, or \$5,850,000, will be spent

on qualified construction materials purchased outside the State of Missouri but delivered to the Project Site for use in the Project. Please note that any variance in these assumptions will alter the fiscal impact of the sales and use tax exemption on the affected taxing jurisdictions. Based on the assumptions set forth above, the fiscal impact on the affected taxing jurisdictions of the sales and use tax exemption on qualified building materials is approximately as follows:

	Estimated Sales Tax Revenues Subject to Exemption	Estimated Use Tax Revenues Subject to Exemption
State of Missouri (4.225% sales and use tax)	\$133,088	\$247,163
City (2.75% sales tax)	0	0
County (1.625% sales and use tax)	<u>0</u>	<u>96,063</u>
Total	\$133,088	\$343,226

Cost-Benefit Analysis and Discussion of Exhibits. In compliance with Section 100.050.2(3) of the Revised Statutes of Missouri, as amended, this Plan has been prepared to show the costs and benefits to the City and to other taxing jurisdictions affected by the tax abatements and exemptions of the Project. The following is a summary of the exhibits attached to this Plan that show the direct tax impact the Project is expected to have on each taxing jurisdiction. This Plan does not attempt to quantify the overall economic impact of the Project.

Project Assumptions. **Exhibit 1** presents a list of the assumptions related to the determination of assessed valuations and the tax formulas.

Summary of Cost-Benefit Analysis. **Exhibit 2** presents a summary for each affected taxing district of (1) the total estimated tax revenues that would be generated if the Project did not occur, (2) the total estimated tax revenues that would be generated if the Project occurred but did not receive tax abatement, (3) the total estimated value of the payments in lieu of taxes (“PILOT Amounts”) to be made by the Company for the proposed abatement period, and (4) the total estimated value of the abatement to the Company.

Real Property Tax Revenues. **Exhibit 3** provides the projected tax revenues that would be generated from the Project Site without tax abatement and without the Project Improvements. **Exhibit 4** provides the projected tax revenues that would be generated from the Project Site with the Project Improvements but without tax abatement. **Exhibit 5** provides the project PILOT Amounts on the Project. **Exhibit 6** provides the projected value of the real property tax abatement to the Company.

V. ASSUMPTIONS AND BASIS OF PLAN

In preparing this Plan, we have made some key assumptions to estimate the fiscal impact of the abatement and exemptions proposed for the Project. See **ATTACHMENT A** for a summary of these assumptions.

In addition to the foregoing, in order to complete this Plan, we have generally reviewed and relied upon information furnished to us by, and have participated in conferences with, representatives of the City, representatives of the Company, and other persons as we have deemed appropriate. We do not assume any responsibility for the accuracy, completeness or fairness of any of the information provided to us and make no representation that we have independently verified the accuracy, completeness or fairness of such information.

ATTACHMENT A

SUMMARY OF KEY ASSUMPTIONS

1. The cost of acquiring the Project Site and constructing the Project Improvements is estimated to be \$30,000,000.
2. The construction of the Project Improvements is expected to be completed by 2022.
3. The Project will be owned by the City and leased to the Company with an option to purchase. As long as the Project is owned by the City, it is expected to be exempt from *ad valorem* taxes.
4. The Project Improvements will be excluded from the calculation of *ad valorem* real property taxes for a period of twenty years.
5. During the entire term of the Bonds, the Company will make payments in lieu of taxes in accordance with that portion of Section IV above in the Plan entitled "Payments in Lieu of Taxes."
6. Real property taxes are calculated using the following formula:
$$(\text{Assessed Value} * \text{Tax Rate})/100$$
7. The assessed value of the Project Site is calculated using the following formula:
$$\text{Estimated Value} * \text{Assessment Ratio of 32\% for commercial property}$$
8. After development, the assessed value of the Project Site is subject to growth at an estimated rate of 2% every year an assessment is made (every odd year).
9. The tax rates used in this Plan reflect the rates in effect for the tax year 2021. The tax rates were held constant through the final tax year of the Bonds.

* * *

The Cost/Benefit Analysis has been prepared on the basis of factual information and assumptions provided to Gilmore & Bell, P.C. by, or on behalf of, the City and the Company. This information is provided in conjunction with our legal representation of the City, as its bond counsel, for this transaction. It is not intended as financial advice or a financial recommendation to the Company, the City or any other taxing jurisdiction that may be affected by the Project. Gilmore & Bell, P.C. is not a financial advisor or a "municipal advisor" as defined in the Securities Exchange Act of 1934, as amended.

**City of Belton, Missouri
(Northpoint Development, LLC)**

**COST BENEFIT ANALYSIS
PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT**



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Projected Tax Revenues on Project Site Without Project (No Abatement)	3
Projected Tax Revenues on Project Site With Project (No Abatement)	4
Projected PILOT Amounts	5
Projected Value of Tax Abatement	6

This information is provided based on the factual information and assumptions provided to Gilmore & Bell, P.C. by a party to or a representative of a party to the proposed transaction. This information is intended to provide factual information only and is provided in conjunction with our legal representation. It is not intended as financial advice or a financial recommendation to any party. Gilmore & Bell, P.C. is not a financial advisor or a “municipal advisor” as defined in the Securities Exchange Act of 1934, as amended.

Project Assumptions

- ♦ Assessed value of project site (2021) 134,440
- ♦ Appraised value of project site (2023) 469,608
- ♦ Total Project Investment \$ 20,511,200
- ♦ 75% of project investment \$ 15,383,400
- ♦ Building Square Footage 501,330
- ♦ Annual growth rate of appraised value of project investment 2.0%
- ♦ Assessed value as a percentage of appraised value (project investment) 32.0%
- ♦ Fixed PILOT:

Project Site:		Project Investment:	
Year(s)	Amount	Year(s)	Amount
2021-2022	\$11,221	2021-2022	\$11,221
2023-2024	\$11,446	2023-2027	\$40,106
2025-2026	\$11,675	2028-2030	\$60,160
2027-2028	\$11,908	2031-2032	\$75,200
2029-2030	\$12,146	2033-2034	\$85,226
2031-2032	\$12,389	2035-2042	\$290,771
2033-2034	\$12,637		
2035-2036	\$12,890		
2037-2038	\$13,147		
2039-2040	\$13,410		
2041-2042	\$13,679		

Summary of Cost Benefit Analysis

Taxing Jurisdiction	Tax Rate	Projected Tax Revenues on Project Site Without Project (No Abatement)	Projected Tax Revenues on Project Site With Project (No Abatement)	Projected PILOT Amounts	Projected Value of Tax Abatement
Hospital Maintenance	0.1261	\$ 4,126	\$ 140,430	\$ 49,873	\$ 90,557
Cass County Sheltered Workshop	0.0461	1,508	51,339	18,233	33,106
Cass County Library	0.2633	8,615	293,221	104,137	189,085
Metropolitan Junior College	0.2128	6,963	236,982	84,164	152,819
Mt. Pleasant Road & Bridge	0.1867	6,109	207,916	73,841	134,076
City of Belton	2.0697	67,719	2,304,899	818,578	1,486,321
State Blind Pension	0.0300	982	33,409	11,865	21,544
Belton School District	5.4119	177,073	6,026,905	2,140,437	3,886,467
	8.3466	\$ 273,094	\$ 9,295,102	\$ 3,301,128	\$ 5,993,974

Projected Tax Revenues on Project Site Without Project (No Abatement)

Estimated Assessed Value of Project Site												
	\$	134,440	\$134,440	\$137,129	\$137,129	\$139,871	\$139,871	\$142,669	\$142,669	\$145,522	\$145,522	\$148,433
Taxing Jurisdiction	Tax Rate per \$100	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Hospital Maintenance	0.1261	\$ 170	\$ 170	\$ 173	\$ 173	\$ 176	\$ 176	\$ 180	\$ 180	\$ 184	\$ 184	\$ 187
Cass County Sheltered Workshop	0.0461	62	62	63	63	64	64	66	66	67	67	68
Cass County Library	0.2633	354	354	361	361	368	368	376	376	383	383	391
Metropolitan Junior College	0.2128	286	286	292	292	298	298	304	304	310	310	316
Mt. Pleasant Road & Bridge	0.1867	251	251	256	256	261	261	266	266	272	272	277
City of Belton	2.0697	2,783	2,783	2,838	2,838	2,895	2,895	2,953	2,953	3,012	3,012	3,072
State Blind Pension	0.0300	40	40	41	41	42	42	43	43	44	44	45
Belton School District	5.4119	7,276	7,276	7,421	7,421	7,570	7,570	7,721	7,721	7,876	7,876	8,033
	8.3466	\$ 11,221	\$ 11,221	\$ 11,446	\$ 11,446	\$ 11,675	\$ 11,675	\$ 11,908	\$ 11,908	\$ 12,146	\$ 12,146	\$ 12,389

Estimated Assessed Value of Project Site													
	\$	148,433	\$151,401	\$151,401	\$154,429	\$154,429	\$157,518	\$157,518	\$160,668	\$160,668	\$163,882	\$163,882	
Taxing Jurisdiction	Tax Rate per \$100	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	Total
Hospital Maintenance	0.1261	\$ 187	\$ 191	\$ 191	\$ 195	\$ 195	\$ 199	\$ 199	\$ 203	\$ 203	\$ 207	\$ 207	\$ 4,126
Cass County Sheltered Workshop	0.0461	68	70	70	71	71	73	73	74	74	76	76	1,508
Cass County Library	0.2633	391	399	399	407	407	415	415	423	423	432	432	8,615
Metropolitan Junior College	0.2128	316	322	322	329	329	335	335	342	342	349	349	6,963
Mt. Pleasant Road & Bridge	0.1867	277	283	283	288	288	294	294	300	300	306	306	6,109
City of Belton	2.0697	3,072	3,134	3,134	3,196	3,196	3,260	3,260	3,325	3,325	3,392	3,392	67,719
State Blind Pension	0.0300	45	45	45	46	46	47	47	48	48	49	49	982
Belton School District	5.4119	8,033	8,194	8,194	8,358	8,358	8,525	8,525	8,695	8,695	8,869	8,869	177,073
	8.3466	\$ 12,389	\$ 12,637	\$ 12,637	\$ 12,890	\$ 12,890	\$ 13,147	\$ 13,147	\$ 13,410	\$ 13,410	\$ 13,679	\$ 13,679	\$273,094

Projected Tax Revenues on Project Site With Project (No Abatement)

Estimated Assessed Value of Project Site with Project Improvements												
		\$ 134,440	\$ 134,440	\$5,072,963	\$5,072,963	\$5,174,422	\$5,174,422	\$5,277,910	\$5,277,910	\$5,383,468	\$5,383,468	\$5,491,138
Taxing Jurisdiction	Tax Rate per \$100	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Hospital Maintenance	0.1261	\$ 170	\$ 170	\$ 6,397	\$ 6,397	\$ 6,525	\$ 6,525	\$ 6,655	\$ 6,655	\$ 6,789	\$ 6,789	\$ 6,924
Cass County Sheltered Workshop	0.0461	62	62	2,339	2,339	2,385	2,385	2,433	2,433	2,482	2,482	2,531
Cass County Library	0.2633	354	354	13,357	13,357	13,624	13,624	13,897	13,897	14,175	14,175	14,458
Metropolitan Junior College	0.2128	286	286	10,795	10,795	11,011	11,011	11,231	11,231	11,456	11,456	11,685
Mt. Pleasant Road & Bridge	0.1867	251	251	9,471	9,471	9,661	9,661	9,854	9,854	10,051	10,051	10,252
City of Belton	2.0697	2,783	2,783	104,995	104,995	107,095	107,095	109,237	109,237	111,422	111,422	113,650
State Blind Pension	0.0300	40	40	1,522	1,522	1,552	1,552	1,583	1,583	1,615	1,615	1,647
Belton School District	5.4119	7,276	7,276	274,544	274,544	280,035	280,035	285,635	285,635	291,348	291,348	297,175
	8.3466	\$ 11,221	\$ 11,221	\$ 423,420	\$ 423,420	\$ 431,888	\$ 431,888	\$ 440,526	\$ 440,526	\$ 449,337	\$ 449,337	\$ 458,323

Estimated Assessed Value of Project Site with Project Improvements													
		\$5,491,138	\$5,600,961	\$5,600,961	\$5,712,980	\$5,712,980	\$5,827,239	\$5,827,239	\$5,943,784	\$5,943,784	\$6,062,660	\$6,062,660	
Taxing Jurisdiction	Tax Rate per \$100	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	Total
Hospital Maintenance	0.1261	\$ 6,924	\$ 7,063	\$ 7,063	\$ 7,204	\$ 7,204	\$ 7,348	\$ 7,348	\$ 7,495	\$ 7,495	\$ 7,645	\$ 7,645	\$ 140,430
Cass County Sheltered Workshop	0.0461	2,531	2,582	2,582	2,634	2,634	2,686	2,686	2,740	2,740	2,795	2,795	51,339
Cass County Library	0.2633	14,458	14,747	14,747	15,042	15,042	15,343	15,343	15,650	15,650	15,963	15,963	293,221
Metropolitan Junior College	0.2128	11,685	11,919	11,919	12,157	12,157	12,400	12,400	12,648	12,648	12,901	12,901	236,982
Mt. Pleasant Road & Bridge	0.1867	10,252	10,457	10,457	10,666	10,666	10,879	10,879	11,097	11,097	11,319	11,319	207,916
City of Belton	2.0697	113,650	115,923	115,923	118,242	118,242	120,606	120,606	123,019	123,019	125,479	125,479	2,304,899
State Blind Pension	0.0300	1,647	1,680	1,680	1,714	1,714	1,748	1,748	1,783	1,783	1,819	1,819	33,409
Belton School District	5.4119	297,175	303,118	303,118	309,181	309,181	315,364	315,364	321,672	321,672	328,105	328,105	6,026,905
	8.3466	\$ 458,323	\$ 467,490	\$ 467,490	\$ 476,840	\$ 476,840	\$ 486,376	\$ 486,376	\$ 496,104	\$ 496,104	\$ 506,026	\$ 506,026	\$ 9,295,102

Projected PILOT Amounts

Estimated Assessed Value of Project Site with Project Improvements \$ 134,440 \$ 134,440 \$ 5,072,963 \$ 5,072,963 \$ 5,174,422 \$ 5,174,422 \$ 5,277,910 \$ 5,277,910 \$ 5,383,468 \$ 5,383,468 \$ 5,491,138

Taxing Jurisdiction	Tax Rate per											
	\$100	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Hospital Maintenance	0.1261	\$ 170	\$ 170	\$ 779	\$ 779	\$ 782	\$ 782	\$ 786	\$ 1,089	\$ 1,092	\$ 1,092	\$ 1,323
Cass County Sheltered Workshop	0.0461	62	62	285	285	286	286	287	398	399	399	484
Cass County Library	0.2633	354	354	1,626	1,626	1,633	1,633	1,641	2,273	2,281	2,281	2,763
Metropolitan Junior College	0.2128	286	286	1,314	1,314	1,320	1,320	1,326	1,837	1,843	1,843	2,233
Mt. Pleasant Road & Bridge	0.1867	251	251	1,153	1,153	1,158	1,158	1,163	1,612	1,617	1,617	1,959
City of Belton	2.0697	2,783	2,783	12,783	12,783	12,840	12,840	12,898	17,871	17,930	17,930	21,719
State Blind Pension	0.0300	40	40	185	185	186	186	187	259	260	260	315
Belton School District	5.4119	7,276	7,276	33,426	33,426	33,575	33,575	33,726	46,728	46,883	46,883	56,792
	8.3466	\$ 11,221	\$ 11,221	\$ 51,552	\$ 51,552	\$ 51,781	\$ 51,781	\$ 52,014	\$ 72,068	\$ 72,306	\$ 72,306	\$ 87,589

Estimated Assessed Value of Project Site with Project \$ 5,491,138 \$ 5,600,961 \$ 5,600,961 \$ 5,712,980 \$ 5,712,980 \$ 5,827,239 \$ 5,827,239 \$ 5,943,784 \$ 5,943,784 \$ 6,062,660 \$ 6,062,660

Taxing Jurisdiction	Tax Rate per												Total
	\$100	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	
Hospital Maintenance	0.1261	\$ 1,323	\$ 1,479	\$ 1,479	\$ 4,588	\$ 4,588	\$ 4,592	\$ 4,592	\$ 4,596	\$ 4,596	\$ 4,600	\$ 4,600	\$ 49,873
Cass County Sheltered Workshop	0.0461	484	541	541	1,677	1,677	1,679	1,679	1,680	1,680	1,682	1,682	18,233
Cass County Library	0.2633	2,763	3,087	3,087	9,579	9,579	9,587	9,587	9,596	9,596	9,604	9,604	104,137
Metropolitan Junior College	0.2128	2,233	2,495	2,495	7,742	7,742	7,749	7,749	7,755	7,755	7,762	7,762	84,164
Mt. Pleasant Road & Bridge	0.1867	1,959	2,189	2,189	6,792	6,792	6,798	6,798	6,804	6,804	6,810	6,810	73,841
City of Belton	2.0697	21,719	24,267	24,267	75,299	75,299	75,363	75,363	75,428	75,428	75,494	75,494	818,578
State Blind Pension	0.0300	315	352	352	1,091	1,091	1,092	1,092	1,093	1,093	1,094	1,094	11,865
Belton School District	5.4119	56,792	63,454	63,454	196,893	196,893	197,060	197,060	197,230	197,230	197,404	197,404	2,140,437
	8.3466	\$ 87,589	\$ 97,863	\$ 97,863	\$ 303,661	\$ 303,661	\$ 303,919	\$ 303,919	\$ 304,182	\$ 304,182	\$ 304,450	\$ 304,450	\$ 3,301,128

Projected Value of Tax Abatement

Estimated Assessed Value of Project Site with Project	\$ 134,440	\$ 134,440	\$ 5,072,963	\$ 5,072,963	\$ 5,174,422	\$ 5,174,422	\$ 5,277,910	\$ 5,277,910	\$ 5,383,468	\$ 5,383,468	\$ 5,491,138
Abatement Percentage	0.00%	0.00%	87.82%	87.82%	88.01%	88.01%	88.19%	83.64%	83.91%	83.91%	80.89%

Taxing Jurisdiction	Tax Rate	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
	per \$100											
Hospital Maintenance	0.1261	\$ -	\$ -	\$ 5,618	\$ 5,618	\$ 5,743	\$ 5,743	\$ 5,870	\$ 5,567	\$ 5,696	\$ 5,696	\$ 5,601
Cass County Sheltered Workshop	0.0461	-	-	2,054	2,054	2,099	2,099	2,146	2,035	2,082	2,082	2,048
Cass County Library	0.2633	-	-	11,731	11,731	11,991	11,991	12,256	11,623	11,894	11,894	11,695
Metropolitan Junior College	0.2128	-	-	9,481	9,481	9,691	9,691	9,905	9,394	9,613	9,613	9,452
Mt. Pleasant Road & Bridge	0.1867	-	-	8,318	8,318	8,502	8,502	8,690	8,242	8,434	8,434	8,293
City of Belton	2.0697	-	-	92,212	92,212	94,255	94,255	96,339	91,366	93,492	93,492	91,931
State Blind Pension	0.0300	-	-	1,337	1,337	1,366	1,366	1,396	1,324	1,355	1,355	1,333
Belton School District	5.4119	-	-	241,118	241,118	246,460	246,460	251,909	238,907	244,465	244,465	240,383
	8.3466	\$ -	\$ -	\$ 371,868	\$ 371,868	\$ 380,107	\$ 380,107	\$ 388,512	\$ 368,458	\$ 377,031	\$ 377,031	\$ 370,735

Estimated Assessed Value of Project Site with Project	\$ 5,491,138	\$ 5,600,961	\$ 5,600,961	\$ 5,712,980	\$ 5,712,980	\$ 5,827,239	\$ 5,827,239	\$ 5,943,784	\$ 5,943,784	\$ 6,062,660	\$ 6,062,660
Abatement Percentage	80.89%	79.07%	79.07%	36.32%	36.32%	37.51%	37.51%	38.69%	38.69%	39.84%	39.84%

Taxing Jurisdiction	Tax Rate	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	Total
	per \$100												
Hospital Maintenance	0.1261	\$ 5,601	\$ 5,584	\$ 5,584	\$ 2,616	\$ 2,616	\$ 2,757	\$ 2,757	\$ 2,900	\$ 2,900	\$ 3,045	\$ 3,045	\$ 90,557
Cass County Sheltered Workshop	0.0461	2,048	2,042	2,042	956	956	1,008	1,008	1,060	1,060	1,113	1,113	33,106
Cass County Library	0.2633	11,695	11,660	11,660	5,463	5,463	5,756	5,756	6,054	6,054	6,359	6,359	189,085
Metropolitan Junior College	0.2128	9,452	9,424	9,424	4,415	4,415	4,652	4,652	4,893	4,893	5,139	5,139	152,819
Mt. Pleasant Road & Bridge	0.1867	8,293	8,268	8,268	3,874	3,874	4,081	4,081	4,293	4,293	4,509	4,509	134,076
City of Belton	2.0697	91,931	91,656	91,656	42,943	42,943	45,244	45,244	47,591	47,591	49,985	49,985	1,486,321
State Blind Pension	0.0300	1,333	1,329	1,329	622	622	656	656	690	690	725	725	21,544
Belton School District	5.4119	240,383	239,664	239,664	112,288	112,288	118,305	118,305	124,442	124,442	130,701	130,701	3,886,467
	8.3466	\$ 370,735	\$ 369,627	\$ 369,627	\$ 173,179	\$ 173,179	\$ 182,458	\$ 182,458	\$ 191,922	\$ 191,922	\$ 201,576	\$ 201,576	\$5,993,974

EXHIBIT B TO
ORDINANCE NO. _____

DEVELOPMENT AND PERFORMANCE AGREEMENT

DEVELOPMENT AND PERFORMANCE AGREEMENT

between the

CITY OF BELTON, MISSOURI

and

NORTHPOINT DEVELOPMENT, LLC

Dated as of _____, 2021

**Relating to the Development of an
Industrial and Warehouse Facility**

DEVELOPMENT AND PERFORMANCE AGREEMENT

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Exhibit D	Form of Certificate of Completion of Construction
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DEVELOPMENT AND PERFORMANCE AGREEMENT

THIS DEVELOPMENT AND PERFORMANCE AGREEMENT (“Agreement”) entered into as of _____, 2021, by and between the **CITY OF BELTON, MISSOURI**, a constitutional charter city organized and existing under the laws of the State of Missouri (the **“City”**), and **NORTHPOINT DEVELOPMENT, LLC**, a Missouri limited liability company (the **“Company”**) (the City and the Company are each a **“Party”** or collectively the **“Parties”**). Capitalized terms not defined elsewhere in this Agreement shall have the meaning set forth in **Section 1.01** hereof.

RECITALS:

1. The City received a request from the Company for incentives related to the development of a Class A industrial and warehouse facility within the corporate limits of the City, as more specifically described in **Exhibit B**.

2. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the **“Chapter 100 Act”**), to purchase, construct, extend and improve certain projects (as defined in Section 100.010 of the Revised Statutes of Missouri, as amended) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

3. Following notice to be provided to affected taxing jurisdictions in accordance with Section 100.059.1 of the Chapter 100 Act, the City Council will consider an Ordinance (the **“Ordinance”**) (i) approving a plan for the Project (defined below) and (ii) authorizing the issuance of approximately \$30,000,000 aggregate principal amount of Taxable Industrial Development Revenue Bonds (NorthPoint Development Project Building 4) in one or more series (the **“Bonds”**).

4. Pursuant to the Ordinance, the plan contemplates that the City will deliver (a) a Trust Indenture (the **“Indenture”**), between the City and BOKF, N.A., as trustee (the **“Trustee”**), for the purpose of issuing and securing the Bonds, and (b) a Lease Agreement (the **“Lease”**) with the Company, as lessee, with respect to the Bonds, under which the City, as lessor, will purchase, construct, improve and equip the Project and will lease the Project and Project Site (together, the **“Leased Property”**) to the Company.

5. Pursuant to the foregoing, the City desires to enter into this Agreement with the Company to address (1) the design and construction of the Project, and (2) development incentives for the Project.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATION

Section 1.01. Definitions. Terms not defined elsewhere in this Agreement shall have the following definitions:

“Affiliate” means a person or entity which, directly or through one or more intermediaries, owns or controls, or is controlled by or which is under common control with the Company or any of its assignees, including any special purpose entity created for the purpose of owning the Project Site.

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

“Bonds” shall mean any revenue bonds or other obligations issued by or on behalf of the City financing the Project in accordance with this Agreement and the Chapter 100 Act.

“Bond Counsel” means Gilmore & Bell, P.C., Kansas City, Missouri, or an attorney at law or a firm of attorneys, acceptable to the City, of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“Certificate of Completion of Construction” means a certificate substantially in the form of **Exhibit D** attached hereto.

“Chapter 100 Act” is defined in **Recital 2**.

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

“City Event of Default” is defined in **Section 11.03**.

“City Indemnified Parties” is defined in **Section 10.01**.

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

“Closing” means the issuance of the Bonds and the consummation of the transfer of a leasehold interest in Leased Property to the Company pursuant to a Lease.

“Commencement of Construction” means the occurrence of the issuance by the Company to the general contractor of a notice to proceed under a construction contract.

“Company Event of Default” is defined in **Section 11.02**.

“Company Public Improvements” means those public improvements to be constructed by the Company but specifically excluding the Company Water Lines described and defined in Section 6.10 below, as more specifically described in **Exhibit C**.

“Completion of Construction” means the occurrence of substantial completion of the Project.

“Construction Inspector” means a City agent or employee designated by the City to perform inspections.

“Effective Date” means the date of this Agreement.

“Environmental Laws” means any federal, state or local law, statute, regulation, rule or ordinance or amendments thereto, and all applicable judicial, administrative or regulatory decrees, judgments or orders relating to the protection of human health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.* (“CERCLA”), as amended, the Resource, Conservation and Recovery Act, as amended, 42 U.S.C. 6901 *et seq.* (“RCRA”), the Toxic Substances Control Act, 15 U.S.C. Sections 2601-2671, the Clean Air Act, 42 U.S.C. 7401 *et seq.*, and the Federal Water Pollution Control Act, 33 U.S.C. 1251 to 1387, as the foregoing may be amended from time to time.

“Event of Default” means any Event of Default as provided in **Article XI** hereof.

“Excusable Delay” means delays due or related to acts of terrorism, acts of war or civil insurrection, or any natural occurrence, strikes, riots, floods, earthquakes, fires, casualties, pandemics, acts of God, labor disputes, governmental restrictions or priorities, embargos, litigation, tornadoes, approval by regulatory authorities, or any other circumstances beyond the reasonable control of the applicable party using reasonable diligence to overcome which prevent such party from performing its specific duties hereunder in a timely manner; provided, however, Excusable Delay does not include circumstances directly or indirectly related to lack of financing; unanticipated, or unexpected increases in the costs of construction; or errors in business judgment by the Company; and provided that Excusable Delay shall only extend the time of performance for the period of such Excusable Delay, which shall begin on the day following the date on which the Company has knowledge of the event of Excusable Delay first occurring and shall thereafter extend until the date on which the event which has caused the Excusable Delay has been materially corrected or substantially performed, or reasonably should have been materially corrected or substantially performed, given reasonable efforts.

“Financing Documents” means the financing agreements, disbursement agreements and all other agreements and certificates executed in connection with the issuance of the Bonds and the Project.

“Governmental Authorities” or **“Governmental Authority”** means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence, including the City.

“Land Use Applications” means all applications that must be filed by the Company with the City in accordance with the City’s zoning ordinance, subdivision regulations, right-of-way and easement vacation ordinances, and building regulations to receive approval from the City to develop or provide for the development of the Project Site with the Project, which may include, but is not limited to, applications for subdivision, zoning, site plan, right-of-way and easement vacation, and building permit approvals.

“Lease” is defined in the recitals above.

“Leased Property” means the Project and the Project Site.

“Lien” is defined in **Section 6.06**.

“Permits” is defined in **Section 4.02**.

“**PILOT Payments**” means the payments in lieu of taxes provided for in **Article VIII** hereof.

“**Plan**” is defined in **Section 7.07(a)**.

“**Plans and Specifications**” means the schematic drawings, the design development drawings, and the construction plans and specifications prepared by the Project architect for the development of the Project in accordance with **Section 5.02**.

“**Project**” means the project described in **Exhibit B**, and all additions, modifications, improvements, replacements and substitutions made to the Project.

“**Project Costs**” means all costs of purchasing, constructing, improving and installing the Project.

“**Project Site**” means all of the real estate described and depicted in **Exhibit A** attached hereto and by this reference made a part hereof.

“**Tax Abatement**” means the abatement of taxes described in **Article VIII**.

“**Transfer**” is defined in **Section 13.01**.

Section 1.02. Rules of Interpretation. Unless the context clearly indicates to the contrary or unless otherwise provided herein, the following rules of interpretation shall apply to this Agreement:

(a) The terms defined in this Agreement which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document; provided, that nothing contained in this sentence shall be construed to authorize any such renewal, extension, modification, amendment or restatement other than in accordance with **Section 12.04** below.

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

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

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

(e) In the event of some ambiguity in this Agreement, the Parties shall be deemed to have jointly authored this Agreement and nothing shall be construed against or in favor of one party based on it being deemed the sole author.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of the City. The City hereby represents and warrants to the Company that:

(a) Due Authority. The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(b) No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) No Litigation. No litigation, proceedings or investigations are pending or, to the knowledge of the City, threatened against the City with respect to the Project, the Project Site, or this Agreement. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of, the terms and provisions of this Agreement.

(d) Governmental or Corporate Consents. Except for City Council approval, no other consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

(e) No Material Change. There has been no material adverse change in the business, financial position, prospects or results of operations of the City which could affect the City's ability to perform its obligations pursuant to this Agreement.

(f) No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

(g) Construction Permits. Except as otherwise provided herein, the City has no reason to believe that the governmental permits and licenses required by the Company to be issued by the City to construct, occupy and operate the Project will not be issued in a timely manner in order to permit the Project to be constructed pursuant to this Agreement and, further, will make good faith efforts to ensure that the governmental permits and licenses required by the Company to be issued by the City to construct, occupy and operate the Project will be issued in a timely manner and, where possible, in an expedited manner.

(h) Compliance with Laws. The City is in compliance with all Applicable Laws and Requirements with respect to any of its affairs, business, and operations as contemplated by this Agreement.

The representations and warranties set forth in this **Section 2.01** shall survive Closings.

Section 2.02. Representations and Warranties of the Company. The Company hereby represents and warrants to the City that:

(a) Due Authority. The Company has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Company herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Company, enforceable in accordance with its terms.

(b) No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing. To its knowledge the Company is not in default of its obligations under any other agreement related to the Project Site or the Project, and the execution and performance of the Company's obligations hereunder will not constitute a default under any agreement to which the Company is a party.

(c) No Litigation. No litigation, proceedings or investigations are pending or, to the knowledge of the Company (including the knowledge of any member of the Company executing this Agreement), threatened against the Project, the Project Site or the Company (or any member or Affiliate of the Company) related to the Project. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the Company (including the knowledge of any member of the Company executing this Agreement), threatened against the Company (or any member or Affiliate of the Company) seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Company (or any member or Affiliate of the Company) to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Company (or any member or Affiliate of the Company) of, the terms and provisions of this Agreement, or that would have a material adverse effect on the financial condition of the Company (or any member or Affiliate of the Company).

(d) No Material Change. (i) The Company has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business and the transactions contemplated by this Agreement and (ii) there has been no material adverse change in the business, financial position, prospects or results of operations of the Company, or any Affiliate of the Company, which could affect the Company's ability to perform its obligations pursuant to this Agreement.

(e) Governmental or Corporate Consents. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Company of this Agreement, other than the permits, licenses, consents, approvals and other authorizations that the Company commits to obtain and comply with as set forth in **Section 4.02** hereof.

(f) No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Company under this Agreement, or any other material agreement or material instrument to which the Company is a party or by which the Company is or may be bound.

(g) Approvals. Except as otherwise provided herein, the Company and its Affiliates have received and are in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to

continue to conduct their business as heretofore conducted by it and to own or lease and operate their properties as now owned or leased by it.

(h) Compliance with Laws. The Company is in compliance with all Applicable Laws and Requirements with respect to its affairs, business, and operations as contemplated by this Agreement.

The representations and warranties set forth in this **Section 2.02** shall survive the Closings and termination of this Agreement.

ARTICLE III

DEVELOPMENT OBLIGATIONS

Section 3.01. Commencement and Completion of the Project.

(a) The City and the Company acknowledge that (1) the Project is expected to consist of one approximately 501,000 square foot Class A commercial and industrial building constructed over two years, (2) the exact schedule for construction will depend on future market conditions, and (3) the exact size of the building to be constructed will depend on market conditions and tenant preferences. However, notwithstanding the foregoing, the Company will commence construction for the Project within two (2) years of approval of the Plan. Commencement of construction shall be determined by the pouring of the building foundation and substantial completion shall be determined by the City's acceptance or deemed acceptance of a Certificate of Substantial Completion for the building pursuant to **Exhibit D**.

(b) The Company will use commercially reasonable efforts to market the Project Site to potential tenants or other users until the building included in the Project is substantially leased or sold.

(c) For the period of time in which the City owns title to the Project and the Company is paying PILOT Payments as contemplated by this Agreement, the Company will ensure that the Project contains approximately 2,500 square feet of space for a learning and career development center to be utilized by the Belton, Missouri School District, Kansas City Metropolitan Community College, a small business development entity/program or by an entity acceptable to Company in Company's reasonable judgment (the "**Learning and Career Development Space**"). The Learning and Career Development Space shall be constructed and finished at the cost of Company and the tenant occupying the Learning and Career Development Space shall be under no requirement to pay rent/base rent to Company for tenant's occupancy of the Learning and Career Development Space; however, the Learning and Career Development Space shall be separately sub-metered for utilities (as applicable) and the tenant occupying the Learning and Career Development Space shall, at all times, be responsible for paying Tenant's utility costs and fees for Tenant's occupancy of the Learning and Career Development Space including, but not limited to, costs and fees for electric, gas, water, sewer, trash, internet and television.

(d) Upon reasonable advance notice, the Company and its project teams shall meet with the City Manager and such other City staff and consultants as designated by the City Manager to review and discuss the design and construction of the Project to enable the City to monitor the status of construction and to determine that the Project is being completed in accordance with this Agreement and Applicable Laws and Requirements.

(e) Construction of the Project shall be pursued in a good and workmanlike manner in accordance with the terms of this Agreement.

ARTICLE IV

COMPLIANCE WITH CITY ORDINANCES

Section 4.01. General. Except as otherwise provided herein, the Company will work with the City in order to comply with all Applicable Laws and Requirements and the City's ordinances, rules and procedures in connection with the Project and the Company Public Improvements.

Section 4.02. Permits and Approvals.

(a) The Company will obtain and comply with any necessary permits, licenses, fees, consents, approvals, and other authorizations required from Governmental Authorities, including those required by Environmental Laws (the "Permits"), and the City will cooperate with the Company to obtain any and all such Permits and shall use reasonable efforts to expedite any such Permits which are within the City's control. Subject to the right of the Company to receive applicable credits and/or reimbursements as provided in subsection (b), the Company will pay all Permits.

(b) The City agrees that it will provide the Company with (i) applicable credits for the design and construction of the Company Public Improvements, or financial contributions thereto, and any other public facilities designed and constructed by the Company which will be dedicated to the City in connection with the Project, or (ii) reimbursement to the Company for the cost of the Company Public Improvements or financial contributions thereto, and any other public facilities constructed by the Company which will be dedicated to the City in connection with the Project, from the proceeds of the Permits paid; provided, however, the City shall be entitled to retain the amount equal to the fees imposed for the Permits, not to exceed \$150,000.00, and in the event the fees imposed for the Permits for the Project are less than \$150,000.00, Company shall pay to the City an amount equal to the difference between the fees imposed for the Permits for the Project and \$150,000.00 (by way of explanation, if the fees imposed for the Permits for the Project equal \$50,000.00, Company shall pay an additional \$100,000.00 to the City).

ARTICLE V

DESIGN OF THE PROJECT AND COMPANY PUBLIC IMPROVEMENTS

Section 5.01. General. The Company will provide the City with any necessary plans and specifications for the purpose of reviewing Land Use Applications for the Project and the Company Public Improvements. The City agrees to cooperate with the Company and to timely process and consider all complete applications as received, all in accordance with the adopted municipal codes and laws of the State; provided, however, that nothing herein contained shall be construed as the City's current approval of, or acquiescence to, any approvals, the parties acknowledging that such matters can only be approved by the City in the proper exercise of its municipal functions through appropriate governmental procedures.

Section 5.02. Final Plans and Specifications. The Company will prepare and submit a site plan of the Project and Company Public Improvements for the City's review in accordance with the City's site plan review process. The City and Company agree that (1) the approved site plan shall guide the design and construction of the Project; and (2) the Company may make changes from time to time to the approved site plan, as permitted by the City code.

ARTICLE VI

CONSTRUCTION

Section 6.01. General. The Company will diligently proceed with (i) the construction of the Project upon delivery of reasonable advance notice from the Company to the City, and (ii) such portion of the Company Public Improvements as required for development of the Project.

Section 6.02. The Company Public Improvements. The Company will provide for the design, construction and completion of the Company Public Improvements, subject to the City's right to review, inspect, and approve the plans and specifications for the Company Public Improvements.

Section 6.03. Changes. Following approval of the final plans and specifications for the Company Public Improvements pursuant to **Section 6.02** above, the Company will provide written notice to the City of any material changes in the plans and specifications for the City's review and approval of such changes and the City's approval shall not be unreasonably conditioned, withheld or delayed.

Section 6.04. Insurance.

(a) During the performance of its obligations under this Agreement, the Company shall cause the Leased Property to be continuously insured against such risks and in such amounts, with such deductible provisions as are customary in connection with the construction and operation of facilities of the type and size comparable to the Project. The Company shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid in a timely manner the premiums for at least the following insurance with respect to the Leased Property (unless the requirement therefor shall be waived by the City in writing):

(i) Commercial general liability ("CGL") insurance providing coverage for those liabilities which is equal or broader than that currently covered by a CGL policy (a standard ISO CGL form) including at least the following hazards: (1) premises and operations; (2) products and completed operations; and (3) contractual liability; such insurance to be on an "occurrence" form with a combined limit of not less than the maximum amount of liability as published annually by the Department of Insurance in the Missouri Register, in accordance with Section 537.610 RSMo which is made applicable to political subdivisions pursuant to Section 537.600, RSMo;

(ii) Workers' compensation insurance or self-insurance, subject to statutory limits and employer's liability insurance with a limit of at least \$1,000,000 per accident and per disease per employee, and \$1,000,000 for disease aggregate in respect of any work or operations on or about the Leased Property, or in connection with the Leased Property or its operation if applicable in accordance with the applicable worker's compensation laws.

(b) The Company shall at their sole cost and expense obtain and shall maintain throughout the term of the Lease, a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the full insurable value thereof (subject to reasonable loss deductible provisions).

(c) In the event of loss or damage to the Project, the net proceeds of property insurance carried pursuant to this Section ("**Net Proceeds**") shall be applied as provided in **Sections 9.08** and **9.09** of this Agreement.

(d) Each insurance policy obtained in satisfaction of the foregoing requirements:

(i) shall be by such insurer or insurers as shall be financially responsible, and shall have a rating equal to or higher than A- or better by Best Insurance Guide and Key Ratings or shall be acceptable to the City as evidenced by a written certificate delivered to the City, and

(ii) shall be in such form and with such provisions as are generally considered standard provisions for the type of insurance involved as evidenced by a written report delivered to the City.

(e) All such policies, or a certificate or certificates of the insurers that such insurance is in full force and effect, shall be deposited with the City and, prior to expiration of any such policy, the Company shall furnish the City with satisfactory evidence that such policy has been renewed or replaced or is no longer required by this Agreement; provided, however, the Company may choose to satisfy this requirement by providing blanket policies now or hereafter maintained by the Company if the City's insurance consultant certifies to the effect that such coverage is substantially the same as that provided by individual policies. All policies evidencing such insurance required to be obtained under the terms of this Agreement shall provide for prior written notice to the City of any cancellation or reduction in amount of coverage.

(f) In accordance with section 427.120 of the Revised Statutes of Missouri, as amended, in the event the Company shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Agreement, the City shall provide notice of such failure to the Company. In the event the Company does not provide evidence of such insurance within ten (10) days of such notice, the City may (but shall be under no obligation to) contract for the required policies of insurance and pay the premiums on the same; and the Company agrees to reimburse the City to the extent of the amounts so advanced, with interest thereon at the rate of 7% per annum. The City shall notify the Company in writing that the Company has failed to maintain the insurance coverage required by this Agreement prior to purchasing any such insurance. This insurance obtained by the City may, but need not, protect the Company's interests. The coverage that the City may purchase may not pay any claim that the Company may make or any claim that may be made against the Company in connection with the Project. The Company may later cancel any insurance purchased by the City, but only after providing evidence that the Company has obtained insurance as required by this Agreement. The costs of the insurance obtained by the City may be more than the cost of insurance the Company may be able to obtain on their own.

(g) The City shall be named as an additional insured on all policies, if and to the extent that the City has an insurable interest, including all policies on which the Company is named as an insured. Nothing in this Agreement shall be deemed to waive the City's sovereign immunity or a defense against any tort claim based on sovereign immunity.

(h) Company shall not permit its general contractor to commence or continue work until they shall have obtained or caused to be obtained all insurance required under this Section and the City's Applicable Laws and Requirements. Company shall also require its general contractor to require all of its subcontractors to obtain all insurance required under this Section and the City's Applicable Laws and Requirements (unless general contractor's insurance satisfies all of the requirements above and covers the applicable subcontractor(s)). Said insurance shall be maintained in full force and effect until the issuance of a Certificate of Completion of Construction for the phase of improvements being constructed by such contractor or subcontractor.

Section 6.05. Right-of-Way and Easement Dedication. The Company will cooperate with the City to dedicate to the City, at no cost to the City, certain right-of-way and easements over the Project Site which are, in the City's judgment, reasonably necessary for the ownership and maintenance of the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Project. The form of any such right-of-way and/or easements shall be acceptable to the City and the Company and, notwithstanding the foregoing, all costs to the City to review the right-of-way dedications and/or easements to ensure conformity to City standards and regulations, and the documentation associated

therewith, shall be the responsibility of the City. The City shall be under no obligation to accept the dedication or conveyance of any right-of-way or easements until the City has determined that the right-of-way or easements are necessary for the ownership and maintenance of the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Project, and that the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Project have been inspected and approved to the reasonable satisfaction of the City.

Section 6.06 Liens. The Company will complete the Project free of any laborer's, materialmen's, mechanic's or other similar liens (and excepting, further, liens associated with Company's financing of the Project) ("**Lien**") and shall not permit any Lien to be filed or otherwise imposed on any part of the Project or the Leased Property; provided, however, that the Company shall not be in default if Liens are filed or established and Company contests in good faith said Liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom.

Section 6.07. Bonds. For the Project and the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Project only, the Company will, or will ensure that its contractors shall, provide for the following bonds:

(a) Performance Bond and Payment Bond. Prior to commencement of construction on the Company Public Improvements or any other property owned or to be owned by a public entity, including but not limited to the State of Missouri or City, and ending upon acceptance of the Company Public Improvements, the Company shall, or shall ensure that its contractors shall, maintain a performance and payment bond in a form approved by the City Attorney, in an amount equal to the cost of the Company Public Improvements as determined by the City Engineer, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The performance and payment bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.

(b) Maintenance Bonds. Prior to acceptance and dedication of the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Project, the Company shall, or shall ensure that its contractors shall, provide a maintenance bond in a form approved by the City Attorney, in an amount equal to the full cost of the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Project as approved by the City Engineer, which shall be in effect for a term of two (2) years from the date that the City issues a Certificate of Completion of Construction for such improvements covered by the bond, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The maintenance bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City. With respect to maintenance issues which may arise after dedication of the improvements to the City, the City shall first make any claim which arises related to such improvements for which a bond claim may be made against the bonding company, and shall make reasonable efforts to pursue the claim, prior to making demand upon the Company to satisfy the claim.

(c) Indemnity for Failure to Provide Bonds. The Company shall, or shall ensure that the Company's contractors shall, indemnify the City and its officers and employees for any damage resulting to the City, its officers or employees from failure of the Company to provide the bonds set forth in this Section.

(d) Payment Bond. Prior to commencement of construction on the Project, including any construction on public property including but not limited to the State of Missouri or the City, and ending upon completion of the Project, the Company shall, or shall ensure that its contractors shall, maintain a payment bond in a form approved by the City Attorney, in an amount equal to the cost of the Project as determined by the City Engineer, conditioned upon the faithful performance of the provisions, terms and

conditions of the construction contract. The payment bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.

If, as determined by the City and the Company, it is economically disadvantageous for the Company to obtain a payment bond in connection with the Project in accordance with Section 107.170, RSMo, the City may, instead of taking title to the Project and the Project Site and leasing it to the Company, take a leasehold interest in the Project and the Project Site during the construction period of the Project and sublease the Project and Project Site to the Company. Upon completion of construction of the Project as evidenced by the Certificate of Substantial Completion, the Company shall transfer ownership of the Project Site and Project to the City and, contemporaneously with said transfer, (i) the aforementioned lease and sublease by and between the City and the Company shall be terminated (with the City and the Company executing any required documents to effectuate said termination); and (ii) the parties shall amend the mutually agreed upon Lease, and any other documents necessary to effectuate the Bonds, for purposes of memorializing and effectuating the requirements of this Agreement related to/conditioned upon City ownership of the Project and Project Site including, but not limited to, property tax exemption and PILOT Payments as provided for herein.

Section 6.08. Prevailing Wage. For the Company Public Improvements but specifically excluding the Company Water Lines described and defined in Section 6.10 below, the Company will comply with all laws regarding the payment of prevailing wages to contractors or subcontractors of the Company, to the extent such laws are applicable, and will indemnify the City for any damage resulting to the City from failure of either the Company or any contractor or subcontractor to pay prevailing wages pursuant to applicable laws, and pay the costs of defense of the City in response to any such claims. The Company shall be responsible for payment of all costs associated with the payment of prevailing wages, if applicable. The Company and the City acknowledge and agree that prevailing wage requirements do not apply to any private improvements including, but not limited to, any water line/water main improvements and/or sewer line improvements (and associated infrastructure improvements) constructed by the Company, or any Company contractor or subcontractor, which service the Project directly or indirectly.

Section 6.09. Certificate of Substantial Completion. After substantial completion of the Project and the Company Public Improvements in accordance with the provisions of this Agreement, the Company will submit a Certificate of Substantial Completion to the City. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit D**. The Construction Inspector shall, within thirty (30) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the City unless, prior to the end of such 30-day period after delivery, the City furnishes the Company with specific written objections to the status of the Project and/or Company Public Improvements, describing such objections and the measures required to correct such objections in reasonable detail.

Section 6.10. Water Main/Water Line Improvements. In connection with construction of the Project, the Company and the City acknowledge and agree that various water main/water line improvements are necessary for the operation of the Project and adjacent residential property (the “**Water Line Improvements**”). The Water Line Improvements are generally depicted on **Exhibit C** attached hereto and specifically exclude any sewer line improvements, installations and/or modifications. The Company and City agree as follows with respect to the Water Line Improvements (i) Company shall be responsible for the design and engineering of the Water Line Improvements as generally depicted in Exhibit C attached hereto and the costs associated therewith (the “**Water Line Design and Engineering**”); (ii) Company shall be responsible for the bidding, construction and/or relocation of the water lines (x) on the Project Site/the “Building 4” site as depicted in Exhibit C attached hereto (y) on the property immediately surrounding and

adjacent to the Project Site (including, but not limited to, the “Building 3” site as depicted in Exhibit C attached hereto); and (z) on the adjacent parcel immediately to the east of the Project Site, and the costs associated therewith (i.e. the water line improvements running roughly west to east and connecting to East 157th Street, and depicted in green, in Exhibit C attached hereto) (the “**Company Water Lines**”); (iii) City shall be responsible for the bidding, construction and/or relocation of the water lines running north and south along Allen Avenue and east to west along 162nd Street from Interstate 49 to Allen Avenue as generally depicted in yellow and orange in Exhibit C attached hereto (the “**City Water Lines**”) including the costs to relocate water lines, reconnect service to homes and road and curb repair. Notwithstanding the foregoing, and subject to the Company Contribution (defined below), Company shall pay a portion of the costs for bidding, construction and/or relocation of the City Water Lines. The cost(s) to Company for Company’s financial contribution to the City Water Lines shall not exceed, in any event, \$600,000.00 (the “**Company Contribution**”). Fifty percent (50%) of the Company Contribution shall be due to the City upon execution of this Agreement and the remaining fifty percent (50%) of the Company Contribution shall be due to the City upon finalization of the costs for the Water Line Design and Engineering, the Company Water Lines and the City Water Lines as determined by Company and City. Any amount due and owing, incurred or projected to be incurred in excess of the Company Contribution shall be sole responsibility of the City.

ARTICLE VII

DEVELOPMENT INCENTIVES

Section 7.01. Cooperation to Implement Development Incentives. The Company shall cooperate and the City shall use best faith efforts to authorize and implement the issuance of the Bonds, as described in more detail in **Article VIII** below (the “**Tax Abatement**”).

Section 7.02. Timing of Implementation of Development Incentives. The Parties shall cooperate to complete all steps necessary to implement the Tax Abatement for the Project in order to ensure that the City has adequate time to complete the statutory processes necessary for implementation of the Tax Abatement in time to fully realize the benefits of the Tax Abatement. No Tax Abatement will be provided to the Project if Commencement of Construction has not occurred within two (2) years of approval of the Plan (or a later date not to exceed four (4) years following approval of the Plan if approved by the City Council in its sole determination upon receipt of satisfactory evidence from the Developer detailing how national or local economic or market conditions impaired the ability to complete all portions of the Project prior to two (2) years from the date of approval of the Plan).

Section 7.03. Bond Costs. The Company will enter into an engagement letter with Bond Counsel in substantially the form attached hereto as **Exhibit E** whereby the Company agrees to pay all costs associated with the issuance of the Bonds. The Company will also pay the annual fees of the bond trustee for the Bonds.

Section 7.04. Estimate of the Cost of the Project. The estimated total cost of the Project is approximately \$30,000,000, which is subject to change in accordance with this Agreement.

Section 7.05. Terms of Abatement and Lease.

(a) **Project.** The City will consider issuance of the Bonds in one or more series in order to provide Tax Abatement for the Project Site and the Project thereon under the Chapter 100 Act for a period of 20 years beginning in the year following the year in which ownership of the Project Site and Project are

transferred to the City. The Project Site and the Project are expected to be exempt from taxation under Chapter 100, but will be subject to the requirement to make PILOT Payments in accordance with **Article VIII** below.

(b) Lease. At all times during the Tax Abatement period for the Project Site, the City must be the legal owner of the Project Site and the Project. The Project Site and the Project will be leased to the Company by the City in accordance with the terms of the Lease. The Lease will be for a term ending in the year the Tax Abatement for the Project Site and the Project ceases. The Company will have the option to purchase the Project Site and the Project at the termination of the Lease at a purchase price to be set forth in the Lease.

(c) Company Public Improvements. Notwithstanding other provisions of this Agreement, the parties agree that the Bonds will not finance the Company Public Improvements.

Section 7.06. Bonds. Under the Chapter 100 Act, the City has legal authority to take title to the Leased Property as security for bonds issued under the Chapter 100 Act. The Bonds will be issued upon such terms, in such amounts and at such time as shall be satisfactory to the City and the Company, and subject to the conditions of issuance of the Bonds set forth herein. The Bonds will not be an indebtedness or general obligation, debt or liability of the City within the meaning of any constitutional or statutory debt limitation or restriction. The parties hereby agree that the Bonds may be prepaid at any time without penalty.

Section 7.07. City Approvals.

(a) Prior to the issuance of the Bonds, using information supplied by the Company, the City agrees to prepare a plan and cost-benefit analysis for the Project meeting the requirements of Section 100.050 RSMo, as amended (the “**Plan**”). Approval of the Plan by a majority vote of the governing body of the City shall be a precondition to the issuance of the Bonds by the City for the Project.

(b) The Company agrees that, so long as the City has legal title to the Leased Property, the City must approve any use or additional development of the Leased Property other than for the Project.

(c) The approval of this Agreement shall not affect or constitute any approval required by any City department or pursuant to any City ordinance, resolution, code, regulation or any other governmental approval required by law, nor does any approval by the City pursuant to this Agreement constitute approval of the quality, structural soundness or safety of any portion of the Project. The City will not unreasonably withhold any consent or approval required by any City ordinance, resolution, code, regulation or any other governmental approval required by law related to the Project; provided that nothing herein shall be construed to obligate the City to grant municipal permits or other approvals the City would not be obligated to grant, acting as a political subdivision, absent this Agreement.

Section 7.08. Sales Tax Exemption. It is the City and the Company’s expectation that the purchase of any and all materials used in the construction of the Project shall be exempt from taxation pursuant to Article III, Section 39(10) of the Missouri Constitution and Section 144.062, RSMo. The City shall issue the Company sales and/or use tax exemption certificates for the purpose of providing the sales and/or use tax exemption on such materials. The Company will account for all purchases for which the sales tax exemption is used and will provide such accounting to the City upon request, but no more than once per quarter. The Company will reimburse the City and/or the other recipients of the sales and/or use tax if it is determined that such exemption was improperly used or that the City did not have the legal authority to issue such certificate for such purposes, and to otherwise indemnify and defend the City pursuant to **Section 10.01** with respect to the use of the sales and/or use tax exemption certificates.

Section 7.09. Issuance of Bonds.

(a) The Company will cooperate with the City in the City's issuance of the Bonds in an amount to be agreed upon by the City and the Company. The Company covenants to cooperate and take all reasonable actions necessary to assist the City and its Bond Counsel and financial advisors in the preparation of the Financing Documents to issue the Bonds.

(b) At the time of issuance of the Bonds, the Company further agrees (i) to provide a closing certificate in a form mutually agreeable to the Parties (which shall include a certification regarding the accuracy of the information relating to the Company and the Project), and (ii) to cause their counsel to provide a legal opinion, subject to reasonable assumptions, qualifications and limitations.

Section 7.10. City to Select Bond Counsel, Bond Trustee, and Financial Advisor. The City shall have the right to select the designated Bond Counsel and the financial advisor (and such additional consultants as the City deems necessary for the issuance of the Bonds).

Section 7.11. PILOT Reserve Account / Deed of Trust.

(a) Upon issuance of the Bonds and the delivery of the Lease, the Company shall deposit with the trustee for the Bonds an amount equal to the largest PILOT Payment to be made during the term of the Bonds (the "PILOT Reserve Requirement"). If, by 5:00 P.M. on any date on which a PILOT Payment is due under this Agreement (or the following business day if such date does not fall on a business day), the City has not received payment from the Company in the amount of the PILOT Payment due on such date, the City may withdraw an amount equal to such PILOT Payment from the PILOT Reserve Account and apply such funds to the payment of such Pilot Payments.

(b) If any funds are withdrawn from the PILOT Reserve Account in accordance with subsection (a), above, the Company shall replenish the balance of the PILOT Reserve Account to the PILOT Reserve Requirement within 30 days after receipt by the Company of written notice sent by the City stating the failure to receive payment of the Pilot Payments, the amount of funds withdrawn from the PILOT Reserve Account and applied to payment of the Pilot Payments, and the difference between the balance in the PILOT Reserve Account and the PILOT Reserve Requirement, which is to be replenished by the Company. Failure by the Company to replenish the PILOT Reserve Account within such 30-day period by check or electronic transfer to the trustee for the Bonds shall constitute an Event of Default for purposes of this Agreement and the Lease without the passage of additional time or opportunity for cure.

(c) Any interest earnings on funds held in the PILOT Reserve Account shall be the property of the Company. If requested by the Company after payment of the Pilot Payments due on December 1 in any year, the City shall remit by check to the Company any amounts in the PILOT Reserve Account in excess of the PILOT Reserve Requirement (provided that no such remittance shall be required for an amount less than \$1,000).

(d) The balance of the PILOT Reserve Account shall be applied to payment of the Pilot Payments due in the year of the final maturity of the Bonds. Any amounts remaining in the PILOT Reserve Account after payment of all Pilot Payments due and owing on such date shall be promptly returned to the Company. If the amount on deposit in the PILOT Reserve Account is less than the PILOT Payment due on such date, the difference shall be paid on such date by the Company.

(e) At any time during the term of this Agreement, and in lieu of the PILOT Reserve Requirement, the Company may elect to allow the City to file a deed of trust securing the Bonds and the payments to be made by the Company pursuant to this Agreement and the Lease Agreement, in a form

mutually agreed upon by the Company, Company’s lender (if any) and the City. If such a deed of trust is recorded, the funds in the PILOT Reserve Account, if any, will be released to the Company. The City agrees to subordinate such deed of trust to the mortgage of any lender related to the Project, provided that such deed of trust shall provide for the PILOT Payment due under this Agreement from enforcement proceeds under such mortgage of a lender related to the Project in the same manner and priority as such proceeds would commonly be applied to the payment of real property taxes (after costs of enforcement/collection but before application to principal of or interest on the loan(s) secured by the mortgage).

ARTICLE VIII

**PROPERTY TAX EXEMPTION;
PILOT PAYMENTS**

Section 8.01. Property Tax Exemption. So long as the City owns title to the Project Site and the corresponding Project, the City expects that such Project Site and Project shall be exempt from *ad valorem* taxes on real property. The Project Site and Project will be leased to the Company. The Company will receive twenty years of abatement for the Project, beginning in the year following the year in which ownership of the Project Site and Project are transferred to the City, subject to the requirement to make PILOT Payments as set forth in this **Article VIII**.

The Company covenants and agrees that during each year the Project Site and Project is exempt from *ad valorem* taxes by reason of the City owning title, the Company will make annual payments in lieu of taxes to the City (each such payment, a “**PILOT Payment**”) as described in this **Article VIII** relating to such Project. The City and the Company hereby agree that the Tax Abatement provided by this Agreement shall only apply to the property financed with the proceeds of the Bonds (i.e., property constituting the Project) and shall not apply to property not financed with proceeds of the Bonds.

Section 8.02. Payments in Lieu of Taxes.

(a) The City intends to issue the Bonds in one or more series and to extend Tax Abatement to the Company. The Project Site will be leased to the Company pursuant to a Lease. The Company will be required to make a PILOT Payment equal to 100% of the taxes that would otherwise be due for the Project Site in each year in which the City owns the Project Site but the 20-year period of Tax Abatement has not yet begun. Upon commencement of the 20-year period of Tax Abatement for the Project Site, the Company will be required to make PILOT Payments in the amounts shown below during each year of the 20-year period of Tax Abatement to be provided to the Project. The Company will be required to make PILOT Payments to the City on or before each December 1 in years that PILOT Payments are due.

Years 1-20	100% of taxes on Project Site based on assessed value in 2020, plus 2% growth every other year
Years 1-5	\$0.08 per square foot of building area
Years 6-8	\$0.12 per square foot of building area
Years 9-10	\$0.15 per square foot of building area
Years 11-12	\$0.17 per square foot of building area
Years 13-20	\$0.58 per square foot of building area

(b) The “building area” set forth in subsection (a) above shall be determined by calculating the total square footage of vertical building space constructed upon the Project Site, whether or not such space is leasable or leased.

(c) The Company will be required to exercise its option pursuant to a Lease to purchase the Project Site and Project no later than December 31 of the twentieth year of the Tax Abatement. If title to the Project Site and Project has not been transferred by the City to the Company before such December 31, then on the following December 1, and each year thereafter until title to the Project Site and Project is transferred to the Company, the Company will be required to pay to the City a PILOT Payment equal to 100% of the amount that would otherwise be payable to each taxing jurisdiction but for the City's ownership thereof.

Section 8.03. Distribution of PILOTS. Within 30 days of the date of receipt of the PILOT Payments pursuant to **Section 8.02**, the City or other designated billing/collection agent shall distribute the PILOT Payment, after reduction for the administrative costs of the City as provided by **Section 8.05** below, among the taxing jurisdictions in proportion to the amount of taxes which would have been paid in each year had the Project not been exempt from taxation pursuant to this Agreement.

Section 8.04. Obligation of City to Effect Tax Abatement. The City agrees to take all actions within its control to obtain and/or maintain in effect the exemption referred to in **Section 8.01** above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of any governmental taxing authority to recognize the exemption provided herein. The City covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of *ad valorem* taxes on the Project. In the event such a levy or assessment should occur, the City shall, at the Company's request and at the Company's expense, fully cooperate with the Company in all reasonable ways to prevent and/or remove any such levy or assessment against the Project.

Section 8.05. Administration Costs. Under Section 100.050 of the Chapter 100 Act, the City may require the Company to reimburse the City for its actual costs of issuing the Bonds and administering the Plan including costs associated with this Agreement, in an amount of no greater than \$1,000 per year. The City will provide a statement for such costs to the Company not later than November 15th of each year and the Company will reimburse the City for its costs on or before December 1 of each year continuing until December 1 of the year in which this Agreement expires or is terminated.

Section 8.06. Other Property Taxes in Connection with the Project. The real property tax exemption provided by the City's ownership of the Project is expected to apply to all interests in the Project during the period they are owned by the City. If any *ad valorem* property taxes are levied by or on behalf of any Taxing Jurisdiction against any interest in the Project during the period the City owns the Project (including, without limitation, any *ad valorem* taxes levied against the Company's rights in the Lease), the amount of *ad valorem* tax payments related to such levy or levies which are paid by the Company and received by the City shall be credited against and reduce on a *pro rata* basis the amount of the PILOT Payments the Company is obligated to pay pursuant to this Agreement. The Company shall be responsible for any taxes related to any interest in the Project which the Company owns in its own name or granted to the Company other than pursuant to the Lease.

Section 8.07. Cessation of Operations at the Project Site. If for any reason the Company completely abandons or ceases leasing or marketing activity at the Project Site during the term of this Agreement for a period of at least 180 consecutive days, and the Company fails to exercise its option to purchase the Project Site within 180 days after such abandonment or cessation of leasing or marketing activity, the Company shall make a PILOT Payment to the City (to be distributed as provided in **Section 8.02**) with respect to the abandoned Project Site equal to 100% of the amounts that would otherwise be payable to each taxing jurisdiction if the Project Site was not owned by the City. Such payment shall be made on or before December 1 in the year in which the Company completely vacates, abandons or ceases operations and on each December 1 thereafter for each year in which the Project is, on January 1 of such year, still titled in the name of the City, and the Company has completely vacated, abandoned or ceased operations at a Project Site.

Section 8.08. No Abatement on Special Assessments, Licenses or Fees. The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Company hereby agrees to make payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Project if such Project were not owned by the City.

ARTICLE IX

COVENANTS AND AGREEMENTS

Section 9.01. Inspection. The City may conduct such periodic inspections of the Project as may be generally provided in the City's ordinances. In addition, the Company agrees that the City and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least five (5) business days' advance written notice and to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and only such records of the Company as may be required to demonstrate compliance with this Agreement.

Section 9.02. Compliance with Laws. To the best of the Company's knowledge, the Project is and will be in material compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project, including Environmental Laws, subject to all applicable rights of the Company to contest the same.

Section 9.03. Purchase, Construction, Improvement, Installation and Operation. The Project will be purchased, constructed, improved, installed and operated in a manner that is generally consistent with the intent of the Project described herein and in the Lease.

Section 9.04. Maintenance of Existence. The Company agrees that prior to Completion of Construction, they will maintain their corporate or limited liability company existence, and will not dissolve or otherwise dispose of all or substantially all of their assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation or limited liability company (i.e., a corporation incorporated and existing under the laws of one of the states of the United States) or permit one or more other domestic corporations or limited liability companies to consolidate with or merge into them, or may sell or otherwise transfer to another domestic corporation or limited liability company all or substantially all of their assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee corporations or limited liability companies expressly assume in writing all the obligations of the Company contained in this Agreement; and, further provided, that the surviving, resulting or transferee corporations or limited liability companies, as the case may be, have a consolidated net worth (after giving effect to said consolidation, merger or transfer) at least equal to or greater than that of the Company immediately prior to said consolidation, merger or transfer and there shall be delivered to the City and the Trustee a Certificate of an independent certified public accountant to such effect. The term "net worth", as used in this Section, shall mean the difference obtained by subtracting total liabilities (not including as a liability any capital or surplus item) from total assets of the Company and all of its subsidiaries.

Section 9.05. Maintenance and Repairs. Throughout the term of each Lease, the Company shall, at its own expense, (i) keep the Leased Property in reasonably safe operating condition and keep the Leased Property in good repair, reasonable wear, tear, depreciation and obsolescence excepted, making from time to time all repairs thereto and renewals and replacements thereof it determines to be necessary

and (ii) keep the Leased Property and all parts thereof free from filth, nuisance or conditions unreasonably increasing the danger of fires.

Section 9.06. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Company shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Leased Property, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Company, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's title to the Leased Property; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the term of a Lease.

(b) Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the right to appeal, protest or otherwise contest any property tax valuation, assessment, classification or similar action.

(c) Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against any payments in lieu of taxes due under **Article VIII** hereof to the extent of any ad valorem taxes imposed with respect to the Project paid pursuant to this Section.

Section 9.07. Permits and Authorizations.

[Intentionally deleted].

Section 9.08. Damage or Destruction.

(a) If a Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding such Project is of a value not less than the value thereof immediately prior to the occurrence of such damage or destruction. The Net Proceeds of casualty insurance required by **Section 6.04** hereof received with respect to such damage or loss to a Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. Insurance monies in an amount less than \$1,000,000 may be paid to or retained by the Company to be held in trust and used as provided herein. Insurance monies in any amount of \$1,000,000 or more shall be paid to the Trustee and deposited in the Project Fund and shall be disbursed as provided in **Section 4.4** of the Lease to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof.

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Agreement has not been terminated, the excess shall be deposited in the Bond Fund created under the Indenture in the

subaccount relating to the applicable portion of the Project damaged or destroyed, subject to the rights of any leasehold mortgagee. Completion of such repairs, restoration, replacement or rebuilding shall be evidenced by a certificate of completion in a form satisfactory to the City and Trustee. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

(c) Except as otherwise provided in this Agreement, in the event of any such damage by fire or any other casualty, the provisions of this Agreement shall be unaffected and the Company shall remain and continue liable for the payment of all PILOT Payments and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(d) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Company agrees to give prompt notice to the City and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project Site.

(f) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or are being repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Bond owners or to any abatement or diminution of the amounts payable by the Company under this Agreement or of any other obligations of the Company under this Agreement except as expressly provided in this Section.

Section 9.09. Lender Approval. Notwithstanding any of the requirements contained in **Section 9.08** above, the proceeds of any insurance received subsequent to a casualty shall be applied as directed by the financing documents for any lender on a Project Site.

Section 9.10. Environmental Requirements. As used in this Section, the following terms have the following meanings:

“Hazardous Substances” means all (i) “hazardous substances” (as defined in 42 U.S.C. §9601(14)), (ii) “chemicals” subject to regulation under Title III of the Superfund Amendments and Reauthorization Act of 1986, as amended from time to time (iii) natural gas liquids, liquefied natural gas or synthetic gas, (iv) any petroleum, petroleum-based products or crude oil, or (v) any other hazardous or toxic substances, wastes or materials, pollutants, contaminants or any other substances or materials which are included under or regulated by any Environmental Law.

(a) The Company will provide the City and the Trustee with copies of any notifications of releases of Hazardous Substances or of any environmental hazards or potential hazards which are given by or on behalf of the Company to any federal, state or local or other agencies or authorities or which are received by the Company from any federal, state or local or other agencies or authorities with respect to the Leased Property. Such copies shall be sent to the City and the Trustee concurrently with their being mailed or delivered to the governmental agencies or authorities or within ten days after they are made or received by the Company.

(b) The Company will use its reasonable best efforts to comply with and operate and at all times use, keep and maintain the Leased Property and every part thereof (whether or not such property constitutes a facility, as defined in 42 U.S.C. § 9601 *et. seq.*) in material conformance with all applicable Environmental Laws. Without limiting the generality of the foregoing, the Company will not use, generate, treat, store, dispose of or otherwise introduce any Hazardous Substance into or on the Leased Property or any part thereof nor cause, suffer, allow or permit anyone else to do so except in the ordinary course of the operation of the Company's business and in compliance with all applicable Environmental Laws.

(c) Prior to the transfer to the City of the Project Site, the Company will deliver to the City a Phase I environmental site assessment evidencing that Hazardous Substances do not exist on the Project Site, including a reliance letter from the preparer of the report permitting the City to rely upon the findings and conclusions in the report. In the event the Phase I environmental site assessment reports the need for further investigation of the existence of Hazardous Substances on the Project Site, the Company will obtain a Phase II environmental site assessment.

(d) The Company hereby agrees that, anything to the contrary notwithstanding, it will defend, indemnify and hold harmless the City, its governing body members, employees, attorneys and agents against any and all claims, demands, actions, causes of action, loss, damage, injury, liability and/or expense (including reasonable attorneys' fees and court costs) resulting from, arising out of, or in any way connected with the presence of Hazardous Substances on the Project Site.

ARTICLE X

INDEMNIFICATION AND RELEASE

Section 10.01. Indemnity. The Company agrees to indemnify, defend, and hold the City, its officials, agents and employees (collectively, the "**City Indemnified Parties**") harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and reasonable attorneys' fees, directly resulting from:

(a) the Company's actions and undertaking in design, construction, leasing, operation and implementation of the Project and the performance of the terms of this Agreement;

(b) the negligence or willful misconduct of the Company, their employees, agents or independent contractors in connection with the design, construction, leasing, operation and implementation of the Project and the performance of terms of this Agreement;

(c) any unreasonable delay or expense resulting from any litigation filed against the Company by any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor;

(d) the Company's failure to provide the bonds set forth in **Section 6.07**, as applicable;

(e) the Company's failure to comply with all applicable laws regarding the payment of prevailing wages to contractors or subcontractors of the Company as required by this Agreement;

(f) the Company's Event of Default in any term of this Agreement.

Section 10.02. Notification of Action. In the event any suit, action, investigation, claim or proceeding (collectively, an "**Action**") is begun or made as a result of which the Company may become

obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties shall give prompt notice to the Company of the occurrence of such event. After receipt of such notice, the Company may elect to defend, contest or otherwise protect the City Indemnified Parties against any such Action, at the reasonable cost and expense of Company, utilizing counsel of the Company's choice. The City Indemnified Parties shall assist, at Company's sole discretion, in the defense thereof. In the event that the Company shall fail to timely defend, contest or otherwise protect any of the City Indemnified Parties against such Action, the City Indemnified Parties shall have the right to do so, and (if such defense is undertaken by the City Indemnified Parties after notice to the Company asserting the Company's failure to timely defend, contest or otherwise protect against such Action) the reasonable and necessary cost of such defense shall be at the expense of the Company.

Section 10.03. Settlement. Any one of the City Indemnified Parties shall submit to the Company any settlement proposal that the City Indemnified Parties shall receive which may only be accepted with the approval of the Company. Neither the Company nor the City Indemnified Parties will unreasonably withhold its consent to a proposed settlement.

Section 10.04. Survival. The right to indemnification set forth in this Agreement arising during the term of this Agreement shall survive the Closing.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Reserved.

Section 11.02. Company Event of Default. Subject to Excusable Delays, a "Company Event of Default" shall include the following:

(a) Any representation or warranty made by the Company herein or in any written statement or certificate furnished to the City proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected or brought into compliance within forty-five (45) days after there has been given to the Company by the City a written notice specifying such untruth and requiring it to be remedied; provided, that if such untruth cannot be fully remedied within such forty-five (45) day period, but can reasonably be expected to be fully remedied and the Company is diligently attempting to remedy such untruth, such untruth shall not constitute an event of default if the Company shall immediately upon receipt of such notice diligently attempt to remedy such untruth and shall thereafter prosecute and complete the same with due diligence and dispatch;

(b) Substantial default by the Company in the performance or breach of any covenant or agreement of the Company in a Lease, following notice and exhaustion of the right to cure as provided in the Lease;

(c) Failure of the Company to make the PILOT Payments required to be paid hereunder within thirty (30) days after written notice and demand by the City;

(d) Substantial default in the performance or breach of any other covenant or agreement of the Company in this Agreement not specifically covered in (a) through (c) above, and continuance of such default or breach for a period of sixty (60) days after City has delivered to Company a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such sixty (60) day period, but can reasonably be expected to be fully remedied and the Company is diligently attempting to remedy such default or breach, such default or breach

shall not constitute an event of default if the Company shall, immediately upon receipt of such notice, diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch; provided, however, notwithstanding any other provision of this Agreement to the contrary, in no event shall a Company Event of Default be deemed to exist if the facts underlying the specific potential Company Event of Default have been caused by a City Event of Default.

Section 11.03. City Event of Default. A “City Event of Default” shall include the following:

(a) Any representation or warranty made by the City herein proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected or brought into compliance within forty-five (45) days after there has been given to the City by the Company a written notice specifying such untruth and requiring it to be remedied; provided, that if such untruth cannot be fully remedied within such forty-five (45) day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such untruth, such untruth shall not constitute an event of default if the City shall immediately upon receipt of such notice diligently attempt to remedy such untruth and shall thereafter prosecute and complete the same with due diligence and dispatch; or

(b) The occurrence and continuance of any default in the performance or breach of any covenant or agreement of the City in this Agreement, and continuance of such default or breach for a period of sixty (60) days after there has been given to the City by Company a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such sixty (60) day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the City shall, immediately upon receipt of such notice, diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch; provided, however, notwithstanding any other provision of this Agreement to the contrary in no event will a City Event of Default be deemed to exist if the facts underlying the specific potential City Event of Default have been caused by a Company Event of Default.

Section 11.04. Remedies.

(a) Upon the occurrence of a Company Event of Default, the City shall have the right to pursue any one or more of the following courses of action: (i) to declare an event of default under the Lease; (ii) to take such actions as deemed necessary by the City to remedy the breach, the costs of which may be charged to the defaulting party, or offset against any payments due under this Agreement to the defaulting Party; (iii) to terminate this Agreement with respect to the applicable Project at issue by written notice to the defaulting party, which termination shall be effective with respect to the Project as of the effective date which is set forth in said notice, provided that said effective date shall be at least thirty (30) days after the date of said notice; and (iv) to institute any and all proceedings permitted by law or equity including, without limitation, actions for specific performance and/or damages (but in no event shall the Company be enjoined to construct any improvement).

(b) Upon the occurrence of a City Event of Default, the Company shall have the right to pursue any one or more of the following courses of action: (i) to take such actions as deemed necessary by the Company to remedy the breach, the costs of which may be charged to the City or offset against any payments due under this Agreement to the City; (ii) to terminate this Agreement by written notice to the City, which termination shall be effective as of the effective date which is set forth in said notice, provided that said effective date shall be at least thirty (30) days after the date of said notice; and (iii) to institute any and all proceedings permitted by law or equity including, without limitation, actions for specific performance and/or damages.

(c) Upon a Company Event of Default hereunder this Agreement may be terminated with respect to the Project by written notice to the Company from the City. Upon such Project termination the Company shall make a PILOT Payment to the City equal to (i) the *pro rata* amount payable pursuant to **Section 8.02** hereof from January 1 of the year in question through the effective date of termination for the Project, plus (ii) the *pro rata* amount of taxes that would be due for the remaining portion of the year with respect to the Project assuming the Leased Property was not subject to Tax Abatement during such year; provided, however, the payment of PILOT Payments following cessation of marketing or leasing activity shall be governed by **Section 8.07**.

Section 11.05. Enforcement. In addition to the remedies specified in **Section 11.04**, upon the occurrence of a Company Event of Default, the City or any taxing jurisdictions that would benefit from the PILOT Payments provided for in this Agreement may bring an action for specific performance to enforce such payments. In the event of litigation pertaining to the enforcement of this Agreement, the losing party shall pay all costs of litigation, including reasonable attorneys' fees.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 12.01. Consents and Cooperation. Wherever in this Agreement the consent or approval of the City is required, such consent or approval shall not be unreasonably withheld, delayed or conditioned, shall be in writing and shall be executed by a duly authorized officer or agent of the party granting such consent or approval. Further, the City and the Company agree to take such reasonable actions as may be necessary to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions and intent. Any consent or approval required by the City may be provided by the City Manager and the City Manager may seek the input or a decision from the City Council on any matter.

Section 12.02. Relationship. In the performance of this Agreement, the Company shall act solely as an independent contractor. Neither this Agreement nor any agreements, instruments, documents, or transactions contemplated hereby shall in any respect be interpreted, deemed or construed as making the Company a partner, joint venturer with, or agent of, the City. The City and the Company agree that neither party will make any contrary assertion, claim or counterclaim in any action, suit, arbitration or other legal proceedings involving the City and the Company.

Section 12.03. Applicable Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Missouri for all purposes and intents.

Section 12.04. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the City and the Company with respect to the matters herein and no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the City and the Company.

Section 12.05. Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

Section 12.06. Severability. In the event any section, term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision.

Section 12.07. Limit on Liability. The Parties agree that no official, director, officer, agent, employee, representative, attorney or consultant of the City shall be personally or otherwise in any way liable to the Company in the event of any default, breach or failure of performance by the City under this Agreement or for any amount which may become due to the Company or with respect to any agreement, indemnity, or other obligation under this Agreement.

Section 12.08. Headings. Headings of articles and sections are inserted only for convenience and are in no way to be construed as a limitation or expansion on the scope of the particular articles, sections or subsections to which they refer. Words in the singular shall include the plural, and vice versa, where appropriate.

Section 12.09. Notices. Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally or by a reputable overnight delivery service:

In the case of the Company to: NorthPoint Development
4825 NW 41st Street #500
Riverside, Missouri 64150
Attention: Brent Miles

With a copy to: Levy Craig Law Firm
4520 Main Street, Suite 1600
Kansas City, Missouri 64111
Attention: Scott Seitter

In the case of the City to: City of Belton, Missouri
506 Main Street
Belton, MO 64102
Attention: City Manager

With a copy to: City of Belton, Missouri
506 Main Street
Belton, MO 64102
Attention: City Attorney

With a copy to: Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108
Attention: Sid Douglas

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

Section 12.10. Waiver. The failure of either Party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either Party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party.

Section 12.11. Negotiation of Agreement. The City and Company are governmental and business entities, respectively, each having been represented and advised by competent counsel, and each has fully participated in the negotiation and drafting of this Agreement and has had ample opportunity to review and comment on all previous drafts. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

Section 12.12. Tax Implications. The Company acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents have provided to them any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Company is relying solely upon its own tax advisors in this regard.

Section 12.13. Exhibits. All exhibits which are attached or referred to in this Agreement are specifically incorporated herein by reference and form an integral part hereof.

Section 12.14. Agreement to Control. In the event of any conflict between the terms of this Agreement and any other agreements between the City and the Company, the provisions of this Agreement shall control and supersede the conflict.

Section 12.15. Term of Agreement. Except as otherwise provided herein, this Agreement shall continue in force for so long as (a) any Bonds shall remain outstanding; or (b) the Project is titled in the name of the City. This Agreement shall terminate on the retirement of all Bonds issued with respect to the Project.

Section 12.16. Electronic Storage of Documents. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means.

Section 12.17. Employee Verification. The Company shall comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement (i.e., the Company) to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City Clerk on or before November 15 of each year during the term of this Agreement, beginning November 15, 2021, and also upon execution of this Agreement.

Section 12.18. Survival of Representations. The representations of the Parties set forth in this Agreement shall survive the Closings.

ARTICLE XIII

ASSIGNMENT

Section 13.01. Assignment or Sale Prior to Completion of Construction. Prior to the Completion of Construction of the Project, the Company shall not assign any of its rights hereunder (a “Transfer”) without first obtaining the written consent of the City. Notwithstanding the foregoing, the City shall not withhold its consent if it is reasonably satisfied that the proposed assignee has significant

experience developing or managing industrial parks and the financial ability to complete the Project. Subject to the requirements of **Section 9.04**, and notwithstanding the foregoing, so long as the Company is not in default hereunder, the Company may (a) consummate a Transfer to an Affiliate without the necessity of obtaining the City's consent, or (b) collaterally assign this Agreement to lenders providing financing for the Project. Company shall notify City of any Transfer permitted hereunder within ten (10) days of closing on such assignment.

In the event of a Transfer pursuant to this **Section 13.01**, upon delivery to the City of an assumption document as described in **Section 13.02(b)** below, the Company shall be released from any further obligations set forth herein accruing after the date of such assignment.

Section 13.02. Assignment or Sale After Completion of Construction. Following Completion of Construction of the Project, this Agreement and the rights, duties and obligations hereunder as they relate to the each of the Project may be fully and freely assigned by the Company subject to the following:

(a) The Company shall represent to the City, and the City shall conclude that, in the sole reasonable opinion of the City the assignee has the financial capability to fulfill the obligations of the Company under this Agreement and possesses the management experience to operate the Project.

(b) Every assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Company under this Agreement and any agreements associated with the Tax Abatement and agree to be subject to all the conditions and restrictions to which the Company is subject.

In the event this Agreement is assigned in whole pursuant to this **Section 13.02** upon delivery to the City of the assumption document required by subparagraph (b), the Company shall be released from any further obligations set forth herein accruing after the date of such assignment. The Company shall notify City of any such assignment including presentation of the assumption of obligation instrument within ten (10) days of closing on such assignment. At all times, without the consent of the City, the Company may collaterally assign this Agreement to lenders providing financing for the Project.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the Parties have executed this Development and Performance Agreement on the date first written above.

CITY OF BELTON, MISSOURI

By: _____
Jeff Davis
Mayor

(SEAL)

ATTEST:

Andrea Cunningham
City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

BE IT REMEMBERED, that on this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jeff Davis, the Mayor for the City of Belton, Missouri, a City existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such person duly acknowledged the execution of the same to be the free act and deed of said City.

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

Notary Public

[SEAL]

My Commission Expires:

NORTHPOINT DEVELOPMENT, LLC

By: _____
Nathaniel Hagedorn, Manager

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathaniel Hagedorn, the Manager of NorthPoint Development, LLC, a Missouri limited liability company, who is personally known to me to be the same person who executed the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the free act and deed of said corporation.

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

Notary Public

[SEAL]

My Commission Expires:

EXHIBIT A

DESCRIPTION AND DEPICTION OF THE PROJECT SITE

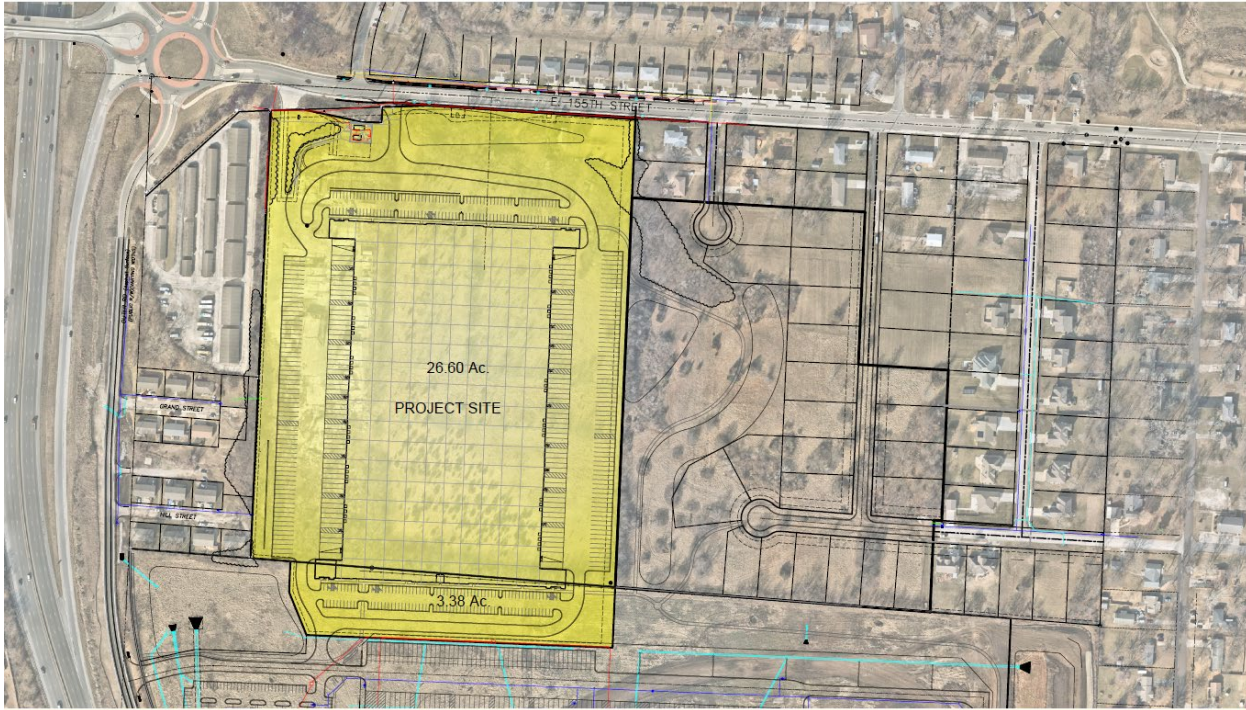


EXHIBIT B

DESCRIPTION OF THE PROJECT

The Project consist of developing approximately 26.60 acres including the construction of a building ranging from ±501,000 square feet for Class A commercial or industrial use. Total build out is expected to be complete in 2 years.

EXHIBIT C

COMPANY PUBLIC IMPROVEMENTS

Company Public Improvements include the Water Line Improvements but specifically exclude the Company Water Lines described and defined in Section 6.10 of the Agreement.

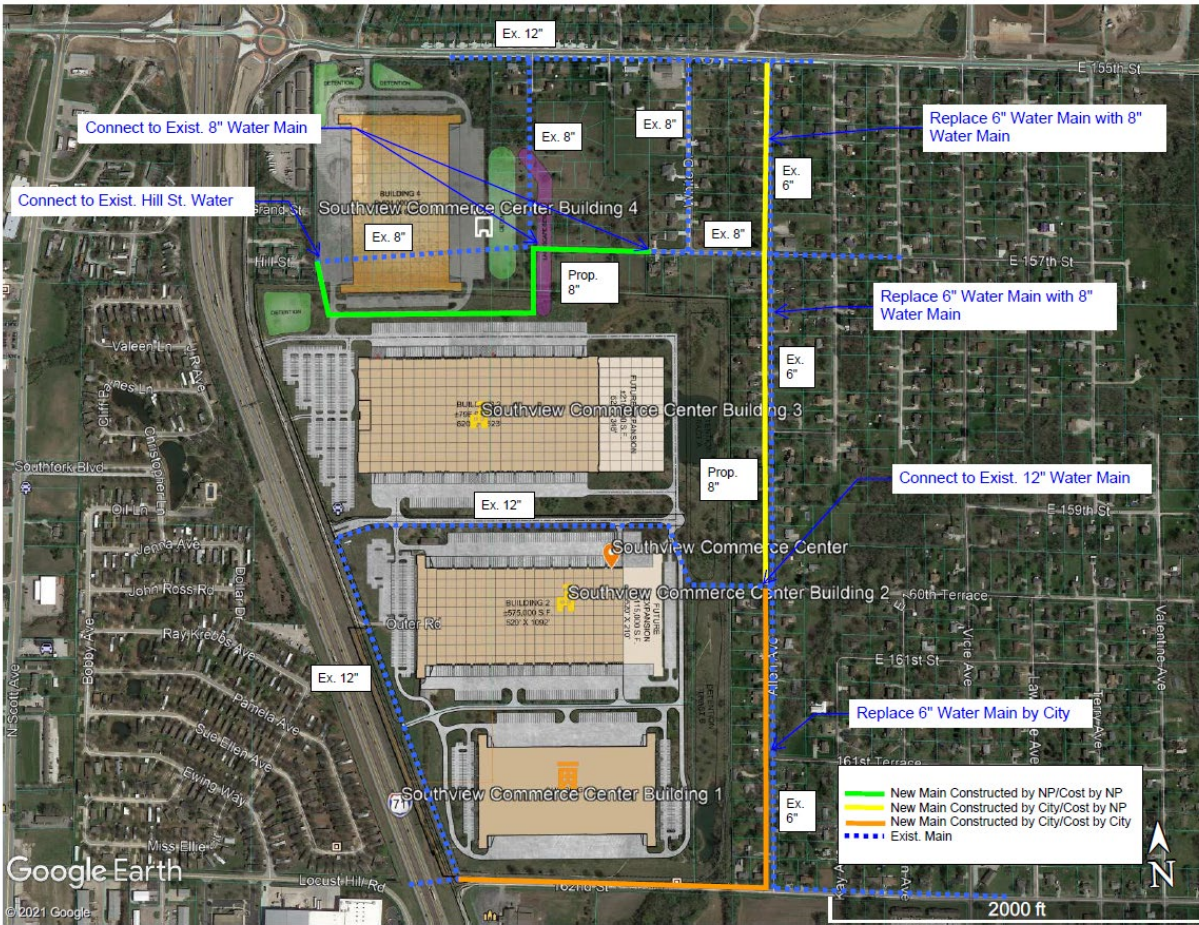


EXHIBIT D

FORM OF CERTIFICATE OF COMPLETION OF CONSTRUCTION

CERTIFICATE OF COMPLETION OF CONSTRUCTION

The undersigned, NORTHPOINT DEVELOPMENT, LLC (the “Company”), pursuant to that certain DEVELOPMENT AND PERFORMANCE AGREEMENT (the “Development Agreement”) effective as of the _____ day of _____, 20__, by and between the CITY OF BELTON, MISSOURI (the “City”), a constitutional charter city organized and existing under the laws of the State of Missouri, and the Company, hereby certifies to the City as follows:

1. That as of _____, 20__, the construction of [Project No. ____] [the Company Public Improvements (as such terms are defined in the Development Agreement)] has been completed in accordance with the Development Agreement.

2. The [Project] [Company Public Improvements] have been completed and installed in a good and workmanlike manner and in accordance with the Plans & Specifications (as defined in the Development Agreement).

3. The acquisition, construction and installation of the [Project] [Company Public Improvements] have been substantially completed.

4. This Certificate of Completion of Construction is being issued by the Company to the City in accordance with the Development Agreement to evidence the Completion of Construction and the Company’s satisfaction of all obligations and covenants with respect to such construction.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, _____.

NORTHPOINT DEVELOPMENT, LLC
a Missouri limited liability company

By: _____
Name: _____
Title: _____

ACCEPTED:

CITY OF BELTON, MISSOURI

By: _____

Name: _____

Title: _____

(Insert Notary Form(s) and Legal Description)

EXHIBIT E

COMPANY ENGAGEMENT LETTER

_____, 2021

NorthPoint Development
4825 NW 41st Street #500
Riverside, Missouri 64150
Attention: Brent Miles

Re: Belton, Missouri Taxable Industrial Development Revenue Bonds (NorthPoint Development Project)

Dear Brent:

This letter is to confirm our engagement to serve as bond counsel in connection with the proposed issuance of the above-referenced bonds (the “*Bonds*”) in one or more series, the proceeds of which will be used to acquire and construct an industrial development project to be owned by the City of Belton, Missouri (the “*Issuer*”) and leased to NorthPoint Development, LLC, a Missouri limited liability company (“*Company*”). The purpose of this letter is to set forth our responsibilities and fees with respect to these transactions.

SCOPE OF ENGAGEMENT

In this engagement, as Chapter 100 bond counsel to the Issuer we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the “*Bond Opinion*”) regarding the validity and binding effect of the Bonds, and such related matters as we deem necessary or appropriate.
- (2) Examine applicable law as it relates to the authorization and issuance of the Bonds and our Bond Opinion and advise the Issuer regarding the legal authority for the issuance of the Bonds and other legal matters related to the structure of the Bonds.
- (3) Prepare or review authorizing proceedings and other legal documents necessary or appropriate to the authorization, issuance and delivery of the Bonds and the lease of the Project to the Company and coordinate the authorization and execution of documents.
- (4) Prepare the Issuer’s declaration of official intent to reimburse Project Costs paid by the Company prior to the issuance of the Bonds.
- (5) Draft the necessary public notice and proceedings for the required public hearing with respect to the Bonds.
- (6) Attend meetings and conferences related to the Bonds and otherwise consult with the parties to the transaction prior to the issuance of the Bonds.

- (7) Coordinate the closing of the transaction, and after the closing assemble and distribute transcripts of the proceedings and documentation relating to the authorization and issuance of the Bonds.
- (8) Undertake such additional duties as we deem necessary to complete the financing and to render our Bond Opinion.
- (9) Prepare the Chapter 100 Plan and related documents and coordinate notice to the affected taxing jurisdictions and related matters.

Our Bond Opinion will be addressed to the Issuer and the Company and will be delivered by us on the date the Bonds are exchanged for their purchase price (the “*Closing*”).

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials, officers of the Company and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer and the Company with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Company to provide us with complete and timely information on all developments pertaining to any aspect of the Project, the Bonds and the security for the Bonds.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us and the Issuer. We assume that all other parties, including the Company, will retain such counsel, as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to the Company or any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for herein; the Company’s execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

FEES

Although the Issuer will be our sole client, the Company will be responsible for paying our legal fees. Based upon an estimated principal amount of \$30,000,000, our fee as Chapter 100 Bond Counsel, including the Chapter 100 process, will be: (i) \$20,000 due within ten (10) days of approval of the Chapter 100 Plan and the Development and Performance Agreement, and (ii) \$30,000 for the Bonds. The full amount of the Bond fee for the Bonds will be payable at the time of issuance of the Bonds.

RECORDS

Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of the engagement.

If the foregoing terms are acceptable to you, please so indicate by return the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

Very truly yours,

ACCEPTED AND APPROVED:

NORTHPOINT DEVELOPMENT, LLC

By: _____

Name: _____

Its: _____

Date: _____, 2021

NOTICE TO TAXING JURISDICTIONS

To: Taxing Jurisdictions (Distribution List attached)

Re: Notice of Public Hearing – Industrial Facility Project

On behalf of the City of Belton, Missouri (“**City**”), please find enclosed a copy of the proposed Plan for an Industrial and Warehouse Commercial Development Project (“**Plan**”) for NorthPoint Development, LLC (“**Company**”), which also contains a Cost Benefit Analysis on the affected taxing jurisdictions.

The City anticipates considering an Ordinance to approve the Plan at its regular meeting on Tuesday, March 30, 2021 at 6:00 PM at Belton City Hall Annex located at 520 Main Street, Belton, Missouri. The Plan, if approved, consists of (1) acquiring real property and (2) making certain real property improvements to develop approximately 501,330 square feet of Class A industrial and warehouse commercial development generally located at Interstate 49 and East 155th Street, in the City of Belton, Missouri, for purposes as further described in the attached Plan.

The City invites all affected taxing districts to attend the meeting on March 30, 2021 and to make oral comments on the proposed Plan to the City or to provide written comments to the City on the Plan prior to the meeting. All comments of the taxing districts will be fairly and duly considered by the City.

A copy of the Plan and Cost Benefit Analysis for the proposed project is enclosed and also will be on file in the office of the City Clerk and will be available for public inspection during normal business hours.

Any questions should be directed to Carolyn Yatsook, Economic Development Director for the City at (816) 331-4331.

Dated: March 10, 2021

CITY OF BELTON, MISSOURI
520 Main Street
Belton, Missouri 64012

City of Belton

Sheila Ernzen, Director of Finance
520 Main Street
Belton, Missouri 64012

Casco Area Workshop

Robert Greenwood, Executive Director
1800 Vine Street
Harrisonville, MO 64701

Metropolitan Community College

Dr. Kimberly Beatty, Chancellor
3200 Broadway
Kansas City, MO 64111

Cass County

Bob Huston, Presiding Commissioner
102 E. Wall Street
Harrisonville, MO 64701

Missouri Director of Revenue

County Tax Section
P.O. Box 453
Jefferson City, MO 65102-0453

Missouri Department of Revenue

Tax Administration Bureau
301 West High Street
Jefferson City, MO 65101

**Missouri Department of Economic
Development**

301 West High Street
Jefferson City, MO 65102

Belton School District #124

Andrew Underwood, Superintendent
110 W. Walnut
Belton, MO 64012

Cass County Regional Medical Center

J. Christopher Lang, Chief Executive Officer
2800 East Rock Haven Road
Harrisonville, MO 64701

Cass County Public Library

Christie Kessler, Director
400 E Mechanic St.
Harrisonville, MO 64701

Mt. Pleasant Special Road District

200 Commercial St.
Belton, MO 64012

State Tax Commission of Missouri

P.O. Box 146
Jefferson City, MO 65102-0146

Missouri Department of Revenue

Blind Pension Fund
Director
221 West High Street
Jefferson City, MO 65102

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 - Adult Signature Restricted Delivery \$ _____

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City of Belton
Sheila Ernzen, Director of Finance
520 Main Street
Belton, Missouri 64012

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:

City of Belton
Sheila Ernzen, Director of Finance
520 Main Street
Belton, Missouri 64012



9590 9402 5892 0049 2396 65

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
X Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
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 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

GILMORE BELL

A Professional Corporation
Suite 1100

2405 Grand Boulevard

Kansas City, Missouri

City of Belton
Sheila Ernzen, Director of Finance
520 Main Street
Belton, Missouri 64012



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Certified Mail Restricted Delivery \$ _____

Adult Signature Required \$ _____

Adult Signature Restricted Delivery \$ _____

Postage \$ _____

Total Postage \$ _____

Sent To _____

Street and Apt. _____

City, State, Zip _____

**Casco Area Workshop
Executive Director
1800 Vine Street
Harrisonville, MO 64701**

Postmark
Here

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**Casco Area Workshop
Executive Director
1800 Vine Street
Harrisonville, MO 64701**



9590 9402 5892 0049 2397 26

2. Article Number (transfer from service label)

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COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Insured Mail

Insured Mail Restricted Delivery (over \$500)

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Return Receipt for Merchandise

Signature Confirmation™

Signature Confirmation Restricted Delivery



A Professional Corporation
Suite 1100

2405 Grand Boulevard

Kansas City, Missouri

**Casco Area Workshop
Executive Director
1800 Vine Street
Harrisonville, MO 64701**



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Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ _____

Return Receipt (electronic) \$ _____

Certified Mail Restricted Delivery \$ _____

Adult Signature Required \$ _____

Adult Signature Restricted Delivery \$ _____

Postage \$ _____

Total Postage and Fees \$ _____

Postmark Here

City, State, ZIP

Street and Apt.

Start To

Metropolitan Community College
 Chancellor
 3200 Broadway
 Kansas City, MO 64111

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**Metropolitan Community College
 Chancellor
 3200 Broadway
 Kansas City, MO 64111**

2. Article Number (Transfer from service label)

7017 1070 0000 2884 1826

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 X Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

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Adult Signature Restricted Delivery Registered Mail™

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 2405 Grand Boulevard Kansas City, Missouri

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 Chancellor
 3200 Broadway
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Certified Mail Fee \$ _____

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

Postage \$ _____

Total Postage at _____

Sent To _____

Street and Apt. # _____

City, State, ZIP+4® _____

Postmark Here _____

**Cass County
Presiding Commissioner
102 E. Wall Street
Harrisonville, MO 64701**

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**Cass County
Presiding Commissioner
102 E. Wall Street
Harrisonville, MO 64701**



9590 9402 5892 0049 2396 96

2. Article Number (transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
X Addressee

B. Received by (Printed Name) _____

C. Date of Delivery _____

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input checked="" type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Insured Mail Restricted Delivery	

GILMORE BELL

A Professional Corporation
Suite 1100
2405 Grand Boulevard
Kansas City, Missouri

**Cass County
Presiding Commissioner
102 E. Wall Street
Harrisonville, MO 64701**

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7017 1070 0000 2884 1888
7017 1070 0000 2884 1888

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Certified Mail Fee \$ _____

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ _____

Return Receipt (electronic) \$ _____

Certified Mail Restricted Delivery \$ _____

Adult Signature Required \$ _____

Adult Signature Restricted Delivery \$ _____

Postage \$ _____

Total Po. \$ _____

Sent To _____

Street or _____

City, Sta _____

Missouri Director of Revenue
County Tax Section
P.O. Box 453
Jefferson City, MO 65102-0453

Postmark Here _____

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**Missouri Director of Revenue
County Tax Section
P.O. Box 453
Jefferson City, MO 65102-0453**



9590 9402 5892 0049 2396 72

2. Article Number (Transfer from sender label)
7017 1070 0000 2884 1888

COMPLETE THIS SECTION ON DELIVERY

A. Signature **X** Agent Addressee

B. Received by (Printed Name) _____ C. Date of Delivery _____

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below: _____

3. Service Type

Adult Signature Priority Mail Express®

Adult Signature Restricted Delivery Registered Mail™

Certified Mail® Registered Mail Restricted Delivery

Certified Mail Restricted Delivery Return Receipt for Merchandise

Collect on Delivery Signature Confirmation™

Collect on Delivery Restricted Delivery Signature Confirmation

Insured Mail



A Professional Corporation
Suite 1100

2405 Grand Boulevard

Kansas City, Missouri 64

**Missouri Director of Revenue
County Tax Section
P.O. Box 453
Jefferson City, MO 65102-0453**

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7016 1370 0000 9571 1570
7016 1370 0000 9571 1570

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Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$
- Return Receipt (electronic) \$
- Certified Mail Restricted Delivery \$
- Adult Signature Required \$
- Adult Signature Restricted Delivery \$

Postage

Total Postage \$

Postmark
Here

Sent To
Street and Apt.
City, State, ZIP

Missouri Department of Revenue
Tax Administration Bureau
301 West High Street
Jefferson City, MO 65101

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Missouri Department of Revenue
Tax Administration Bureau
301 West High Street
Jefferson City, MO 65101



9590 9402 5892 0049 2396 41

2. Article Number (Transfer from service label)

7016 1370 0000 9571 1570

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

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2405 Grand Boulevard

Kansas City, Mis

Missouri Department of Revenue
Tax Administration Bureau
301 West High Street
Jefferson City, MO 65101



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 7016 1370 0000 9571 1587

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 Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$ _____
 Return Receipt (electronic) \$ _____
 Certified Mail Restricted Delivery \$ _____
 Adult Signature Required \$ _____
 Adult Signature Restricted Delivery \$ _____

Total Postage and Fees \$ _____

Postmark Here

Missouri Department of Economic Development
 301 West High Street
 Jefferson City, MO 65102

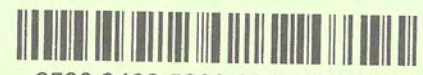
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

128

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Missouri Department of Economic Development
 301 West High Street
 Jefferson City, MO 65102



9590 9402 5892 0049 2396 34

2. Article Number (Transfer from service label)
 7016 1370 0000 9571 1587

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
 B. Received by (Printed Name) C. Date of Delivery
 D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Adult Signature Priority Mail Express®
 Adult Signature Restricted Delivery Registered Mail™
 Certified Mail® Registered Mail Restricted Delivery
 Certified Mail Restricted Delivery Return Receipt for Merchandise
 Collect on Delivery Signature Confirmation™
 Collect on Delivery Restricted Delivery Signature Confirmation Restricted Delivery
 Insured Mail
 Insured Mail Restricted Delivery (over \$500)

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

GILMORE BELL

A Professional Corporation
 Suite 1100

2405 Grand Boulevard

Kansas City, MO

Missouri Department of Economic Development
 301 West High Street
 Jefferson City, MO 65102

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7017 1070 0000 2884 1864

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Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$ _____
- Return Receipt (electronic) \$ _____
- Certified Mail Restricted Delivery \$ _____
- Adult Signature Required \$ _____
- Adult Signature Restricted Delivery \$ _____

Postage

Total Postage

Postmark
Here

Sent To
**Belton School District #124
Superintendent
110 W. Walnut
Belton, MO 64012**

City, State, Z

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**Belton School District #124
Superintendent
110 W. Walnut
Belton, MO 64012**



9590 9402 5892 0049 2396 10

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation

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2405 Grand Boulevard

Kansas City, Miss

**Belton School District #124
Superintendent
110 W. Walnut
Belton, MO 64012**



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7017 1070 0000 2884 1871

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Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$
- Return Receipt (electronic) \$
- Certified Mail Restricted Delivery \$
- Adult Signature Required \$
- Adult Signature Restricted Delivery \$

Postmark
Here

Postage

Total Per

Sent To

Street an

City, State

**Cass County Regional Medical Center
Chief Executive Officer
2800 East Rock Haven Road
Harrisonville, MO 64701**

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**Cass County Regional Medical Center
Chief Executive Officer
2800 East Rock Haven Road
Harrisonville, MO 64701**



9590 9402 5892 0049 2395 97

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

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Suite 1100

2405 Grand Boulevard

Kansas City, Missouri

**Cass County Regional Medical Center
Chief Executive Officer
2800 East Rock Haven Road
Harrisonville, MO 64701**

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Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$ _____
- Return Receipt (electronic) \$ _____
- Certified Mail Restricted Delivery \$ _____
- Adult Signature Required \$ _____
- Adult Signature Restricted Delivery \$ _____

Postage

Total Postage and

Sent To

Street and Apt. N

City, State, ZIP+4

Cass County Public Library
Director
400 E Mechanic St.
Harrisonville, MO 64701

Postmark
Here

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Cass County Public Library
Director
400 E Mechanic St.
Harrisonville, MO 64701



9590 9402 5892 0049 2396 89

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™

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Suite 1100

2405 Grand Boulevard

Kansas City, Miss

Cass County Public Library
Director
400 E Mechanic St.
Harrisonville, MO 64701

CERTIFIED MAIL



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7017 1070 0000 2884 1901

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Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$
 Return Receipt (electronic) \$
 Certified Mail Restricted Delivery \$
 Adult Signature Required \$
 Adult Signature Restricted Delivery \$

Postmark Here

Total Postage and Fees \$
Sent To \$
Street and Apt. #
City, State, ZIP+4

Mt. Pleasant Special Road District
200 Commercial St.
Belton, MO 64012

PS Form 3800, April 2015 PSN 7530-02-000-9017

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mt. Pleasant Special Road District
200 Commercial St.
Belton, MO 64012



9590 9402 5892 0049 2396 58

7017 1070 0000 2884 1901

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
X Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input checked="" type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	

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Suite 1100
2405 Grand Boulevard Kansas City, Missouri

Mt. Pleasant Special Road District
200 Commercial St.
Belton, MO 64012

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7017 1070 0000 2884 1536

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Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$ _____
- Return Receipt (electronic) \$ _____
- Certified Mail Restricted Delivery \$ _____
- Adult Signature Required \$ _____
- Adult Signature Restricted Delivery \$ _____

Postage

Total Post

Sent To

Street and

City, State

State Tax Commission of Missouri
P.O. Box 146
Jefferson City, MO 65102-0146

Postmark
Here

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

State Tax Commission of Missouri
P.O. Box 146
Jefferson City, MO 65102-0146



9590 9402 5892 0049 2397 40

2. Article Number (Transfer from service label)

7017 1070 0000 2884 1536

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery



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Kansas City, Miss

State Tax Commission of Missouri
P.O. Box 146
Jefferson City, MO 65102-0146

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7017 1070 0000 2884 1543

7017 1070 0000 2884 1543

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- Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) \$ _____
 - Return Receipt (electronic) \$ _____
 - Certified Mail Restricted Delivery \$ _____
 - Adult Signature Required \$ _____
 - Adult Signature Restricted Delivery \$ _____

Postage \$ _____

Total Postage \$ _____

Sent To _____

Street and Apt _____

City, State, ZIP _____

Postmark Here

Missouri Department of Revenue
Blind Pension Fund
Director
221 West High Street
Jefferson City, MO 65102

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

134

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Missouri Department of Revenue
Blind Pension Fund
Director
221 West High Street
Jefferson City, MO 65102



9590 9402 5892 0049 2397 57

2. Article Number (transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation

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A Professional Corporation
Suite 1100

2405 Grand Boulevard

Kansas City, Miss

Missouri Department of Revenue
Blind Pension Fund
Director
221 West High Street
Jefferson City, MO 65102

SECTION IX

E

R2021-22

A RESOLUTION REAPPOINTING GARY LATHROP AND APPOINTING ROSEMARY HOWARD TO THE BUILDING AND FIRE PREVENTION CODES BOARD OF ADJUSTMENTS.

WHEREAS, Section 7-5 of the Code of Ordinances provides for the establishment of a Building and Fire Prevention Code Board of Adjustments to aid in the administration of the Building and Fire Prevention Codes of the City; and

WHEREAS, Gary Lathrop’s term expires April 1, 2021; he is hereby reappointed to serve as a member of the Building and Fire Prevention Code Board of Adjustments until April 1, 2023; and

WHEREAS, Steven Peterson has resigned from the Building and Fire Prevention Code Board of Adjustments and his term expires April 1, 2021; and

WHEREAS, Rosemary Howard is hereby appointed to serve as a member of the Building and Fire Prevention Code Board of Adjustments and her term expires April 1, 2023; and

WHEREAS, the Building and Fire Prevention Codes Board of Adjustment has one (1) alternate term which expires on April 1, 2021; this term is hereby reappointed until April 1, 2023, but will remain vacant until filled.

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

SECTION 1. That the following names individuals constitute the Belton Building and Fire Prevention Code Board of Adjustments, being appointed for two (2) year terms, or until their successor(s) is duly appointed:

<u>NAME</u>	<u>TERM</u>
Melvin Anderson	April 1, 2022
Jason Stephens	April 1, 2022
Gary Mallory	April 1, 2022
Gary Lathrop	April 1, 2023
Rosemary Howard	April 1, 2023
Vacant	April 1, 2022
Vacant	April 1, 2022
Vacant	April 1, 2023

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 30th day of March, 2021.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 30th day of March, 2021 and adopted at a regular meeting of the City Council held the 30th day of March, 2021 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 3/25/2021

*Board/Commission of interest Building + Fire^{Prevention} Codes Board of Adjustments

*Name Rosemary Howard

*Phone# 816 331-6034

*Home Address 15812 Allen Ave
Belton, MO 64012

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

Yes No

*E-mail rhoward10@kc.rr.com

Length of residence in Belton 45 years

Why are you interested in serving on this Board or Commission? Interested in
making Belton a better place to live which includes
cleaning up dangerous properties and/or buildings.

List other service on local boards or commission: Code Enforcement
Advisory Committee member since 2012

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

Signature: Rosemary Howard

*Required information