



Agenda of the Belton City Council
March 12, 2024 – 6:00 p.m.
520 Main Street, Belton Missouri
<https://www.belton.org/watch>

A. CALL PUBLIC HEARING TO ORDER – 6:00 P.M.

The City of Belton will hold a Public Hearing on the proposed Annual Budget for the fiscal year beginning on April 1, 2024 and ending on March 31, 2025.

B. ADJOURN PUBLIC HEARING

C. CALL MEETING TO ORDER

D. PLEDGE OF ALLEGIANCE – Councilmember Powell

E. ROLL CALL

F. PERSONAL APPEARANCES

1. Belton High School – Youth Forum Presentation

G. UNFINISHED BUSINESS

H. NEW BUSINESS

1. Motion approving the first reading of Bill No. 2024-11
Presented by Padraic Corcoran, Attorney

An ordinance approving an Amended and Restated Intergovernmental Cooperative Agreement between the City of Belton, Missouri, and the Belton-Cass Regional Transportation Development District; and authorizing the Mayor to execute the same on behalf of the City of Belton, Missouri.

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2. Motion approving the first reading of Bill No. 2024-12
Presented by Joe Warren, City Manager

An ordinance authorizing the waiver of building and development fees for the Cass County Dental Clinic new construction located at Markey Parkway and Towne Center Drive in Belton, Missouri.

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3. Motion approving the first reading of Bill No. 2024-13
Presented by Casey Koehn, Finance Director
An ordinance approving the proposed Fiscal Year 2025 City Budget, as revised, and appropriating funds from the revenues of the City.

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4. Motion approving Resolution No. 2024-26
Presented by Casey Koehn, Finance Director
A resolution adopting a five-year Capital Improvement Program for fiscal years 2025 through 2029.

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I. 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.

Presented by Joe Warren, City Manager

1. **Motion approving the Minutes of the February 27, 2024 City Council Meeting.**

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2. **Motion approving the February 2024 Municipal Division Summary Report for Municipal Court.**

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3. Motion approving Resolution No. 2024-27
A resolution authorizing the City Manager to execute an amendment to the contract with Placer Labs for the continued use for the Placer AI Data Platform.

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4. Motion approving Resolution No. 2024-28
A resolution reappointing William Marshall, III as Belton Municipal Court Prosecuting Attorney pursuant to Article III of the City of Belton charter.

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5. Motion approving Resolution No. 2024-29
A resolution reappointing Ken Fritts, Robert Miller, and Aaron Mills to the Building and Fire Prevention Codes Board of Adjustments.

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6. Motion approving Resolution No. 2024-30
A resolution reappointing Jane Hull and appointing Michelle Wilson and Kevin Livingston to serve on the Public Safety Sales Tax Oversight Committee.

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J. COMMUNICATIONS FROM CITY COUNCIL

K. COMMUNICATIONS FROM MAYOR

L. CITY MANAGER'S REPORT

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

March 26, 2024

April 9, 2024

April 23, 2024

M. ITEMS FOR REVIEW AND DISCUSSION

1. Hotel Tier Presentation
Presented by Scott Lyons, Police Chief
2. 2nd Street Project (The View) Rezoning and Preliminary Development Plan
Presented by Matt Wright, Community Development Director
3. Y Highway Marketplace TIF
Presented by Mike Ekey, Assistant City Manager of Economic Development and Community Engagement
4. Use Tax Presentation
Presented by Mike Ekey, Assistant City Manager of Economic Development and Community Engagement

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



BILL NO. 2024-11 COUNCIL ACTION REPORT

Title: Belton-Cass TDD Amended and Restated Intergovernmental Cooperative Agreement

Agenda Date: March 12, 2024

Presented by: Padraic Corcoran, Attorney

Background

- On June 12, 2012, the Belton-Cass Regional Transportation Development District (TDD) was formed for the purpose of funding and undertaking transportation projects stated in their petition.
- On May 14, 2013, the City of Belton and Belton-Cass Regional TDD enter into an Intergovernmental Cooperative Agreement regarding the construction of the various phases of the Transportation projects.
- There was a first amendment to the agreement on May 24, 2016; second amendment on December 20, 2016; third amendment on June 27, 2017; fourth amendment on April 24, 2018; and fifth amendment on September 8, 2020.
- This amended and restated Intergovernmental Cooperative Agreement is to clarify and condense the aforementioned amendments and to outline the city reimbursable costs, Transportation projects, and operation of the District.

Financial/Budget Considerations

- As under the prior agreement, the city incurs costs associated with Belton-Cass Regional TDD projects, the TDD ratifies the costs and reimburses the city.

Legal Considerations

- Approval of the restated agreement will ensure that the legal relationship between the TDD and City and the contractual obligations of each is more defined, succinct, and less open to interpretations that could negatively impact the City.

Policy Considerations

- There are no policy considerations for this item.

Staff Recommendation

- Staff recommends approval of this amended and restated Intergovernmental Cooperative Agreement.

AN ORDINANCE APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI, AND THE BELTON-CASS REGIONAL TRANSPORTATION DEVELOPMENT DISTRICT; AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF BELTON, MISSOURI.

WHEREAS, on June 12, 2012, following the adoption of the necessary actions by the City of Belton, Missouri (the “**City**”), Cass County, Missouri, and the Mount Pleasant Special Road District, a public hearing regarding the Petition for the Formation of the Belton-Cass Regional Transportation Development District, and an election wherein the qualified voters within the Belton-Cass Regional Transportation Development District (the “**District**”) approved the formation of the District, the District was formed for the purpose of funding and undertaking the Transportation Projects stated on the aforementioned petition; and

WHEREAS, the City and the District entered into an Intergovernmental Cooperative Agreement dated May 14, 2013, for the purpose of implementing the understanding between the Parties regarding the construction of the various phases of the Transportation Projects of the District; and

WHEREAS, the City and the District entered into the First Amendment to the Intergovernmental Cooperative Agreement dated May 24, 2016, to clarify Section 3.3D of the Agreement and provide a procedure by which the City may request certain advanced payments; and

WHEREAS, the City and the District entered into the Second Amendment to the Intergovernmental Cooperative Agreement dated December 20, 2016, to add a new Exhibit E-1 to the Agreement; and

WHEREAS, the City and the District entered into the Third Amendment to the Intergovernmental Cooperative Agreement dated June 27, 2017, to amend Sections 3.1A, 3.1C, and 3.1D of the Agreement; and

WHEREAS, the City and the District entered into the Fourth Amendment to the Intergovernmental Cooperative Agreement dated April 24, 2018, to amend Exhibit E-1 of the Agreement; and

WHEREAS, the City and the District entered into the Fifth Amendment to the Intergovernmental Cooperative Agreement dated September 8, 2020, to further amend Exhibit E-1 of the Agreement; and

WHEREAS, the City Council desires to approve the Amended and Restated Intergovernmental Cooperative Agreement to clarify and condense the aforementioned amendments and to outline the respective rights and obligations of the City and District with respect to the City Reimbursable Costs, the Transportation Projects, and operation of the District.

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

Section 1. The City Council hereby approves the Amended and Restated Intergovernmental Cooperative Agreement between the City of Belton, Missouri, and the Belton-Cass Regional Transportation Development District in a substantially similar form to the agreement attached hereto as **Exhibit A** and incorporated into this Ordinance as if fully set forth herein and authorizes the Mayor to execute the same on behalf of the City.

Section 2. That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

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

READ FOR FIRST TIME: March 12, 2024

PASSED AND APPROVED by the City Council and APPROVED by the Mayor of the City of Belton:

Mayor Norman K. Larkey, Sr.

ATTEST:

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

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

Exhibit A

Amended and Restated Intergovernmental Cooperative Agreement between the City of Belton,
Missouri, and the Belton-Cass Regional Transportation Development District.

AMENDED AND RESTATED
INTERGOVERNMENTAL COOPERATIVE AGREEMENT
between the
CITY OF BELTON, MISSOURI,
and
BELTON-CASS REGIONAL TRANSPORTATION DEVELOPMENT DISTRICT

dated as of

 , 2024

EXHIBITS

- A. Legal Description
- B. District Boundary Map
- C. Transportation Project Description
- D. City Reimbursable Costs
- E. City Reimbursable Costs (Deferred Payment)
- F. Completion Certificate
- G. Priority of Transportation Project Phases

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AMENDED AND RESTATED INTERGOVERNMENTAL COOPERATIVE AGREEMENT ("Amended and Restated Agreement"), entered into as of this ___ day of, 2024, between the CITY OF BELTON, MISSOURI, a political subdivision of the State of Missouri ("City"), and the BELTON-CASS REGIONAL TRANSPORTATION DEVELOPMENT DISTRICT, a Missouri political subdivision and transportation development district ("District") (the City and the District are collectively referred to herein as the "Parties" and individually as "Party," as the context so requires).

RECITALS

WHEREAS, on October 11, 2011, the City Council, the governing body of the City, adopted Resolution No. R2011-56 authorizing the joint creation and implementation of the District; and

WHEREAS, October 13, 2011, the County Commission, the governing body of Cass County, Missouri ("County"), adopted Resolution No. 11-27 authorizing the joint creation and implementation of the District; and

WHEREAS, on October 14, 2011, the Petition for the Formation of the Belton-Cass Regional Transportation Development District ("Petition") was filed with the Circuit Court of Cass County, Missouri as Case No. 11CA-CV03868 by the County and the City (collectively, "Petitioners") each in their capacity as a "local transportation authority" pursuant to Section 238.207.5 of the Missouri Transportation Development District Act, Sections 238.200 to 238.280, R.S.MO ("Act"); and

WHEREAS, all of the real property within the District is legally described on the attached Exhibit A and shown on the map attached as Exhibit B; and

WHEREAS, the purpose for the District is to fund and undertake the Transportation Project; and

WHEREAS, the funding mechanism for the District is the Sales Tax to: (a) pay a portion of the Transportation Project Costs; (b) pay the principal of, premiums, if any, and interest on any bonds, notes, or other obligations issued pursuant to the Act to fund the Transportation Project Costs; and (c) pay the District Administrative Costs; and

WHEREAS, on March 19, 2012, a public hearing on the Petition was held and on the same date the Circuit Court of Cass County, Missouri issued its Judgment and Order certifying that a single question regarding creation of the District and Sales Tax be submitted to the qualified voters within the District in accordance with the Act; and

WHEREAS, the qualified voters approved the creation of the District and the imposition of the Sales Tax as evidenced by the Certified Election Results Regarding the Belton-Cass

Regional Transportation Development District filed with the Circuit Court of Cass County, Missouri on June 12, 2012; and

WHEREAS, the City paid the City Reimbursable Costs related to the formation of the District and the Transportation Project. On December 18, 2012, the Board of Directors adopted Resolution No. 2012-05 authorizing reimbursement of such costs to the City from District Revenue or Obligations of the District; and

WHEREAS, the City and the District entered into an Intergovernmental Cooperative Agreement dated May 14, 2013 for the purpose of implementing the understanding between the Parties regarding construction of the various phases the Transportation Projects of the District; and

WHEREAS, the City and the District entered into the First Amendment to the Intergovernmental Cooperative Agreement dated May 24, 2016 to clarify Section 3.3D of the Agreement and provide a procedure by which the City may request certain advanced payments; and

WHEREAS, the City and the District entered into the Second Amendment to the Intergovernmental Cooperative Agreement dated December 20, 2016 to add a new Exhibit E-1 to the Agreement; and

WHEREAS, the City and the District entered into the Third Amendment to the Intergovernmental Cooperative Agreement dated June 27, 2017 to amend Sections 3.1A, 3.1C and 3.1D of the Agreement; and

WHEREAS, the City and the District entered into the Fourth Amendment to the Intergovernmental Cooperative Agreement dated April 24, 2018 to amend Exhibit E-1 of the Agreement; and

WHEREAS, the City and the District entered into the Fifth Amendment to the Intergovernmental Cooperative Agreement dated September 8, 2020 to further amend Exhibit E-1 of the Agreement; and

WHEREAS, the Parties desire to set forth through this Amended and Restated Agreement their respective rights and obligations with respect to the City Reimbursable Costs, the Transportation Project, and operation of the District.

AGREEMENT

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

ARTICLE 1: DEFINITIONS, RECITALS, AND EXHIBITS

Section 1.1 Recitals and Exhibits. The representations, covenants, and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they

were fully set forth in this Section, and the appropriate exhibits are incorporated into each section of this Agreement that makes reference to an exhibit.

Section 1.2. Definitions. In addition to words and terms defined by the Act and elsewhere in this Agreement, the following words and terms shall have the meanings ascribed to them in this Section unless the context in which such words and terms are used clearly requires otherwise:

"Act" means the Missouri Transportation Development District Act, §§ 238.200, *et seq.*, R.S.MO, as amended.

"Agreement" means the Intergovernmental Cooperative Agreement, as from time to time amended in accordance with its terms, including this Amended and Restated Agreement.

"Account" means the account established and held by the District at Country Club Bank or such other bank selected by the District for the deposit of District Revenue and for the payment of Transportation Project Costs and District Administrative Costs.

"Applicable Laws" means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, requirement, or decision of or agreement with or by any unit of government.

"Board of Directors" means the Board of Directors of the Belton-Cass Regional Transportation Development District.

"City" means the City of Belton, a municipal corporation of the State of Missouri.

"City Administrative Services" means the services to be provided by the City to the District as specifically described in Section 4.5 of this Agreement.

"City Clerk" means the Clerk of the City.

"City Council" means the governing body of the City.

"City Finance Director" or "Director of Finance" means the Director of Financial Services for the City.

"City Manager" means the City Manager of the City.

"City Reimbursable Costs" means the costs described in the attached Exhibit D, Exhibit E and Exhibit E-1 incurred by the City in connection with the formation of the District and the Transportation Project. (a) that were incurred prior to the formation of the District and that were integral to the formation of the District; and (b) such future costs that are expressly approved in writing by the District before being incurred by the City. The City Reimbursable Costs shown in Exhibit D have been approved by the District and were paid from the District's initial issuance of Obligations. Payment of the City Reimbursable Costs shown in Exhibit E and Exhibit E-1 has been approved by the District but payment will be deferred pending payment of all other

Transportation Project Costs and subject to the availability of otherwise unencumbered District Revenue. The Parties acknowledge that the other Transportation Project improvements are of a higher priority to the City than the Transportation Project improvements shown in Exhibit E and that the City is willing to defer payment of the City Reimbursable Costs shown in Exhibit E as provided in this Agreement.

"District Administrative Costs" means the amounts incurred by the District for overhead expenses of the District for administration, operation, implementation, collection, and enforcement incurred in connection with the Transportation Project and the District Revenue. District Administrative Costs include, without limitation, the following: (a) reimbursement of the Petitioners for filing and defending the Petition as permitted under Section 238.217 of the Act; (b) reimbursement of the Board of Directors for actual expenditures in the performance of duties on behalf of the District as permitted under Section 238.222 of the Act; (c) expenses incurred in the exercise of the contractual powers of the District under the Act; (d) costs related to any authorized indebtedness of the District, including the issuance and repayment of Obligations pursuant to Sections 238.240 and 238.242 of the Act; (e) the cost of insurance obtained by the District pursuant to Section 238.255 of the Act; (f) expenses incurred by the District in the exercise of the powers granted under Section 238.252 of the Act, which include, but are not limited to, compensation of employees or contractors, suits by or against the District, the purchase of real or personal property or any interest in such property necessary or convenient for the District's activities, and the collection and disbursement of funds for District activities; and (g) actual, reasonable expenses that are necessary or desirable for the operation of the District as permitted under the Act that shall include, but are not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of legal counsel, accounting, financial auditing services, insurance, administration of the Sales Tax, enforcement and collection of the Sales Tax, and other professional consultants or services.

"District" means the Belton-Cass Regional Transportation Development District, a political subdivision of the State of Missouri and transportation development district established in accordance with the Act.

"District Revenue" means the Sales Tax revenue collected by the Missouri Department of Revenue on behalf of the District and deposited in the Account and such other revenue earned or received by the District from other sources.

"District Land" means the real property within the District legally described in the attached Exhibit A.

"DOR" means the Missouri Department of Revenue.

"Event of Default" means any event specified in Section 6.1 of this Agreement.

"Excusable Delays" means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any

Party's failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from performing its specific duties or obligation hereunder in a timely manner.

"Financing Costs" means those costs incurred as a result of loans, notes, or other forms of indebtedness issued by the District pursuant to the Act subject to the restrictions in this Agreement to pay any portion attributable to Transportation Project Costs incurred or estimated to be incurred, including but not limited to loan fees, capitalized interest, legal fees, financial advisor fees, broker fees or discounts, printing, interest, and other costs related to such financing.

"Indenture" means any bond trust indenture, financing agreement, or other agreement governing the issuance, payment and/or redemption of the Obligations.

"Mayor" means the Mayor of the City.

"Obligations" means any bonds, notes, loans, or other obligations issued or obtained by the District and payable from or secured by the District Revenue, other revenues made available to the District including TIF Revenue, or such other collateral permitted under the Act for the purpose of financing all or part of the Transportation Project Costs and the District Administrative Costs.

"Sales Tax" means a sales tax levied by the District on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within its boundaries pursuant and subject to the Act in the amount not to exceed one percent (1.0%) for a period of up to forty (40) years.

"Special Allocation Funds" means the funds established by the City into which, as required by the TIF Act, fifty percent (50%) of the total additional revenue from taxes which are imposed by the City or other taxing districts, including the District, which are generated by economic activities within the District may be deposited within the appropriate Special Allocation Fund.

"Transportation Project" means the construction, reconstruction, installation, repair, and maintenance of the following public infrastructure improvements: (a) the extension of Markey Parkway from its existing southerly terminus to the existing Mullen Road northerly terminus, which shall be an extension of approximately 3,300 feet of roadway all in the City and the County; (b) the construction of Towne Center Drive from the existing terminus of Towne Center Drive to the proposed Markey Parkway Extension all in the City and the County, which shall consist of approximately 900 feet of roadway; (c) the construction of Mullen Road, partially within an area under the jurisdiction of the Mt. Pleasant Special Road District but all within the County, commencing from a point that is approximately 500 feet south of the railroad tracks crossing Mullen Road, continuing southerly on 187th Street, and then continuing easterly on 187th Street to the North Cass Parkway interchange constructed by the Missouri Department of Transportation; and (d) the construction of Mullen Road starting at a point approximately 500 feet south of 58 Highway and continuing to a point approximately 500 feet south of the railroad

tracks crossing Mullen Road, which is all within the City and the County, and as each phase is more specifically described in the attached Exhibit C.

"Transportation Project Costs" means all actual and reasonable costs and expenses which are incurred by, at the direction of or otherwise with the consent of the District with respect to construction of the Transportation Project, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors, and material men for the Transportation Project that is constructed or undertaken by City with the advance written approval of the District, plus all actual and reasonable costs to plan, finance, develop, design, and acquire the Transportation Project, including, but not limited to, the following:

- (1) actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors, and engineers for estimates, surveys, soil borings, and soil tests and other preliminary investigations and items necessary to the commencement of construction, Financing Costs, preparation of plans, drawings, and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the creation of the District and construction of the Transportation Project and all actual and reasonable costs for the oversight of the completion and the ongoing repair and maintenance of the Transportation Project;
- (2) City Reimbursable Costs;
- (3) District Administrative Costs; and
- (4) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement, and financing of the Transportation Project and which may lawfully be paid or incurred under the Transportation Act.

"TIF Act" means the Real Property Tax Increment Allocation Redevelopment Act, R.S.MO, §§ 99.800 *et seq.*, as amended.

"TIF Plans" means, collectively, the First Amended and Restated Southtowne Plaza Tax Increment Financing Plan (individually, the "Southtowne Plaza TIF Plan") and the Cedar Tree Tax Increment Financing Plan (individually, the "Cedar Tree TIF Plan"), the boundaries of which plans partially overlap with the District Land, and such other future tax increment financing plans that may be approved by the City in accordance with the TIF Act and that may also overlap all or part of the District Land.

"TIF Revenue" means that portion of the Sales Tax that would otherwise be subject to capture as Economic Activity Taxes (as defined in the Southtowne Plaza TIF Plan, the Cedar Tree TIF Plan and any future approved TIF Plan redevelopment area) within the District but for the City's agreement to pledge such revenue to the District.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by the District. The District represents that:

A. The District is a transportation development district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any mortgage, deed of trust, lease, or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

D. No member of the Board of Directors has any significant or conflicting interest, financial or otherwise, in the Transportation Project or in the transactions contemplated by this Agreement. Any member of the Board of Directors who has a significant or conflicting interest, financial or otherwise, in the Transportation Project or in the transactions contemplated by this Agreement shall disclose said interest to the Parties and refrain from voting and/or making any final approval decisions regarding the Transportation Project or other transactions contemplated by this Agreement, unless the Parties mutually agree that said member of the Board of Directors may otherwise participate in the voting and/or making decisions regarding the Transportation Project or other transactions contemplated by this Agreement.

E. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

F. The District acknowledges that the funding and construction of the Transportation Project is of significant value to the City, the District, the District Land, and the general public.

Section 2.2. Representations by the City. The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri, as a Constitutional Charter City and is a political subdivision in which the District is located.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and by proper action of its City Council, the Mayor or other designated City official has been duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any mortgage, deed of trust, lease, or any other restriction, agreement, or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

D. No member or employee of the City has any significant or conflicting interest, financial or otherwise, in the Transportation Project or in the transactions contemplated by this Agreement. Any member or employee of the City who has a significant or conflicting interest, financial or otherwise, in the Transportation Project or in the transactions contemplated by this Agreement shall disclose said interest to the Parties and refrain from voting and/or making any final approval decisions regarding the Transportation Project or other transactions contemplated by this Agreement, unless the Parties mutually agree that said member or employee of the City may otherwise participate in the voting and/or making decisions regarding the Transportation Project or other transactions contemplated by this Agreement.

E. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

F. The City acknowledges that the funding and construction of the Transportation Project is of significant value to the City, the District, the District Land, and the general public.

ARTICLE 3: FINANCING TRANSPORTATION PROJECT

Section 3.1. Design and Construction of Transportation Project.

A. To the extent that the property necessary for the Transportation Project is not already within existing right-of-way controlled by the City, the City shall identify the property necessary to be acquired for the design and construction of all or any portion of the Transportation Project and the City shall acquire any such property within its jurisdiction for right-of-way and related easements in accordance with its acquisition powers and policies. The City, utilizing its standard procedures, may hire appraisers, attorneys, engineers, surveyors, title

companies or other professional consultants necessary to acquire the property by donation, negotiation, or eminent domain, as may be necessary, and shall be reimbursed for such costs by the District, subject to the District's prior written approval of such costs. Subject to City approval, the District may assist the City in the acquisition of the property necessary for the Transportation Project by acquiring property for right-of-way and related easements and transferring such property to the City in compliance with the Act. The District may hire appraisers, attorneys, engineers, surveyors, title companies or other professional consultants necessary to acquire the property by donation, negotiation, or eminent domain, as may be necessary, pursuant to the Act.

B. The District and City acknowledge that the City will construct or cause to be constructed the Transportation Project in accordance with the final approved plans and specifications and permits issued by the City or any local or state governmental entity that has jurisdiction over each phase of the Transportation Project. The District and the City have established the priority of each phase of the Transportation Project as shown in the attached Exhibit G and shall continue to coordinate with each other regarding any modifications to the priority in which each phase of the Transportation Project will be constructed. The District and the City shall also coordinate with each other to evaluate and analyze the most efficient and economical manner for construction of the Transportation Project and to evaluate the appropriate means of funding the Transportation Project. The City shall comply or cause its contractors to comply with: state law competitive bidding requirements for construction contracts; Sections 290.210 through 290.340, R.S.M.O., as amended, regarding the payment of prevailing wages; Section 107.170, R.S.M.O., as amended regarding payment and performance bonds; and all other Applicable Laws related to the construction of the Transportation Project. The District and the City acknowledge and confirm that the City has incurred City Reimbursable Costs in connection with the design and construction of Markey Parkway Phase 3A, which is part of the Transportation Project, as shown in the attached Exhibit D, and the design and construction of Mullen Road widening, as shown on the attached Exhibit E.

C. The City, utilizing its standard procedures, shall contract for such engineering, survey, legal, and other professional service consultants for the design and construction of the Transportation Project as the City deems necessary or desirable in accordance with this Contract and Applicable Laws (the "Professional Services Contracts"). Prior to executing any Professional Services Contract for any phase of the Transportation Project, the City shall present to the District for approval a summary showing the cost of such service, identifying the City's selected professional service provider, describing the procedures followed in the selection process, and such other information as the City deems necessary or desirable. The City shall also provide to the District such other documentation or information supporting the City's Professional Services Contract provider selection as the District may reasonably request. To reject the City's selection of a provider for Professional Services Contracts for any phase of the Transportation Project, an affirmative vote of at least four (4) members of the Board of Directors is required. If the Board of Directors rejects the City's selection of a provider for Professional Services Contracts, a joint committee comprised of the Chairman of the District and the Mayor of the City (and such other committee members as the District and the City may designate) shall promptly meet to resolve any differences and present a supplemental recommendation of a provider of Professional Services Contracts to the Board of Directors. The process for approving a provider for

Professional Services Contracts as set forth in this Section shall be repeated until the Board of Directors approve a provider for Professional Services Contracts.

D. The City, utilizing its standard procedures, shall select and contract for such construction contractor services as the City deems necessary or desirable in accordance with this Contract and Applicable Laws (the "Construction Services Contract"). Prior to executing any Construction Services Contract for any phase of the Transportation Project, the City shall present to the District for approval a summary showing the bids received and identifying the City's selected contractor for approval. Bid information shall include the names of the contractors, the bid prices, a description of any variance in each bid's scope of work from the scope of work included in the bid packet, and such other information as the City deems necessary or desirable. The City shall also provide to the District such other documentation or information supporting the City's Construction Services Contractor selection as the District may reasonably request. To reject the City's selection of a provider for Construction Services Contracts for any phase of the Transportation Project, an affirmative vote of at least four (4) members of the Board of Directors is required. If the Board of Directors rejects the City's selection of a provider for Construction Services Contracts, a joint committee comprised of the Chairman of the District and the Mayor of the City (and such other committee members as the District and the City may designate) shall promptly meet to resolve any differences and present a supplemental recommendation of a provider of Construction Services Contracts to the Board of Directors. The process for approving a provider for Construction Services Contracts as set forth in this Section shall be repeated until the Board of Directors approve a provider for Construction Services Contracts.

E. The City shall perform inspection and construction management services during construction of each phase of the Transportation Project and shall, among other things, monitor prevailing wage reports submitted by contractors and ensure compliance with state prevailing wage laws, review all invoices and change orders received from contractors and submit them to the District for approval, administer payment of all approved invoices and changes orders and obtain lien waivers from contractors, and inspect the construction in progress and verify that the improvements are being constructed in accordance with the approved plans and specifications. Prior to commencing such services, the City shall provide to the District a statement specifying the scope of work to be performed by the City and the cost for such services for prior written approval by the District.

F. If there are any change orders or modifications to the contracts affecting the cost of any item set forth in Section 3.2 after approval by the District in an amount in excess of 8% of the original cost for such item, the City shall present a summary of the change orders or modifications to the District for approval before commencement of any work or services related to such change orders and modifications. For any change orders or modifications to the contracts affecting the cost of any item set forth in Section 3.2 after approval by the District in an amount below 8% of the original cost for such item, the City shall provide notice to the District.

G. Upon completion of the construction of each phase of the Transportation Project, the City shall deliver to the District a certificate signed by the City or the City's engineer, certifying that (1) such phase of the Transportation Project has been completed in accordance

with the approved final plans and specifications, and (2) all sums due to the contractors have been paid.

Section 3.2. Financing the Transportation Project.

A. The District may issue Obligations to fund all or a portion of the Transportation Project Costs as permitted by Sections 238.240 and 238.242, R.S.MO.

B. To facilitate formation of the District and construction of the Transportation Project, the City incurred the City Reimbursable Costs as shown in Exhibit D, Exhibit E and Exhibit E-1. Subject to the terms and conditions of this Agreement, the District shall reimburse the City in the amount of the City Reimbursable Costs as shown in Exhibit D, Exhibit E and Exhibit E-1 with the proceeds of the Obligations and other District Revenue. The City shall provide to the District copies of invoices, contracts, and supporting documentation as requested by the District to evidence the City Reimbursable Costs.

C. **Payment for Transportation Projects.** Upon ratification of the City's selection of consultants and contractors pursuant to Sections 3.1C and D above, the District shall disburse to City the funds necessary to pay for such Professional Services and submission to the District of invoices and supporting materials including lien waivers, Contracts and Construction Services Contracts. City shall pay all invoices it receives for services rendered regarding the Transportation Projects with funds provided by the District. The City shall provide the District with copies of all payments for the Transportation Projects and such other supporting documentation as the District reasonably requests.

Section 3.3. Impact of Tax Increment Financing Plans

A. To the extent that the District overlaps with all or any portion of the TIF Plan redevelopment areas, fifty percent (50%) of the Sales Tax generated within the TIF Plan redevelopment areas are captured by the TIF Plans as an incremental Economic Activity Tax, as defined in the TIF Plans.

B. Regarding the Cedar Tree TIF Plan, the City is utilizing the Sales Tax collected within the Cedar Tree TIF redevelopment area as Economy Activity Taxes (as defined in the Cedar Tree TIF Plan) to directly fund or pay for Reimbursable Project Costs.

C. Regarding the Southtowne Plaza TIF Plan, the City has similarly anticipated utilizing a portion of the Sales Tax captured by the Southtowne TIF Plan to directly fund or otherwise pay for Reimbursable Project Costs, as defined in said Plan.

D. Notwithstanding the foregoing, under Section 13.E of the Southtowne TIF Plan, twenty-five percent (25%) of all TIF revenue deposited in the Southtowne TIF Plan Special Allocation Account is available to the City to fund City First Priority Redevelopment Project Costs (the "City 25%"). The Parties agree that all phases of the Markey Parkway, Town Center Drive and the initial are City First Priority Project; and are eligible City First Priority Redevelopment Project Costs. The Parties acknowledge that the District has issued its \$14,660,000.00 Sales Tax Improvement and Refunding Revenue Bonds Series 2023 (the "2023 Bonds") to finance and refinance costs of a portion of the Transportation Project. The 2023

Bonds are payable by the District from District Sales Tax, subject to annual appropriation, and TIF Revenue received from the City pursuant to this Agreement. The Parties further agree that the City will continue to appropriate and distribute the City 25% to the District until all such City First Priority Project Costs have been fully reimbursed to the District by the City and until such time as the District Bonds are paid in full. The City will not terminate the Southtowne TIF Plan until such City First Priority Costs have been fully reimbursed to the District and the District Bonds are paid in full.

Section 3.4. Certificates of Completion. Upon substantial completion of any phase of the Transportation Project, the City or the City's contractor or engineer shall submit a Certificate of Completion substantially in the form attached hereto as Exhibit F ("Completion Certificate") to the District. The City or the City's contractor or engineer shall certify that such phase of the Transportation Project has been completed in accordance with the approved final plans and specifications and all Applicable Laws. Issuance of a Completion Certificate shall be conclusive evidence that the City has inspected the improvements and determined that: (a) such phase of the Transportation Project has been completed in accordance with the approved plans and specifications and all Applicable Laws; and (b) the City shall accept the improvements to the extent not already dedicated to or owned by the City.

Section 3.5. Ownership and Maintenance of Transportation Project. The District's initial primary role is to fund and/or assist in the funding of the Transportation Project. It is not intended for the District to construct the Transportation Project or own title to the improvements or to the property upon which the Transportation Project is undertaken. If the District undertakes construction of any phase of the Transportation Project, the improvements shall be dedicated to the City or other transportation authority having jurisdiction over all or part of each phase of the Transportation Project upon completion of each phase the Transportation Project; provided, however, that the District reserves the right to acquire real or personal property or interests in property as permitted by the Act and as deemed necessary or desirable by the District and the City to facilitate the Transportation Project. As the Transportation Project improvements are completed, the City shall maintain the Transportation Project improvements in the same manner as the City maintains improvements within its road system.

Section 3.6. Transportation Project Phases. The District shall not undertake any phase of the Transportation Project that involves improvements in City-owned property or right-of-way without the prior approval of the City, at the recommendation of the City's Public Works Department, as necessary, with respect to such public improvements.

ARTICLE 4: COLLECTION OF FUNDS

Section 4.1. Imposition of the Sales Tax. Following an election conducted in accordance with the Act, the certified election results were filed with the Cass County Circuit Court on June 25, 2012 evidencing that the qualified voters of the District approved and authorized the District to impose the Sales Tax. The Sales Tax became effective on January 1, 2013 and shall be collected by the DOR as provided in the Act. All District expenditures and payments from Sales Tax revenue shall be subject to annual appropriation of the District.

Section 4.2. Administration and Collection of the Sales Tax.

A. The DOR will collect the Sales Tax as provided in the Act and deposit monthly collections into the Account pursuant to an agreement between the District and the DOR.

B. The District shall: (i) perform or provide for the performance of all functions incident to the administration, enforcement, and operation of the Sales Tax, to the extent not performed by the DOR, pursuant to the Act, and subject to this Agreement; (ii) maintain the Account for deposit of all District Revenue and pay any reasonable bank fees; (iii) maintain the District's checkbook, write checks, and arrange for check signatures by authorized District officers for payment of District-approved expenditures; and (iv) prepare or cause to be prepared financial statements according to generally accepted accounting principles and the budgets and reports as set forth in Section 5.1 or such other documents as may be required under the Act or by the Applicable Laws.

At any time during the term of the Sales Tax, the District may: (i) enter into any contract required by DOR for the collection of the Sales Tax and disbursement thereof to the Account in accordance with the Act; and (ii) prescribe any required forms and administrative rules and regulations for reporting the Sales Tax.

Upon the expiration of the Sales Tax, all funds remaining in the Account shall continue to be used solely in accord with this Agreement and the Act.

C. The District shall notify the City in writing of each meeting of the Board of Directors by delivering a copy of such notice and an agenda for the noticed meeting by U.S. postal service or electronic mail to the City Clerk at the address provided in Section 7.4. The City Manager and/or the Finance Director or their designees shall be permitted to attend District Board of Directors meetings, except those meetings closed to the public pursuant to Sections 610.010 *et seq.*, R.S.MO, as amended.

Section 4.3. Investment of District Revenue. District Revenue on deposit in the Account shall be funds of the District only and shall not be deemed to be City funds. The Board of Directors may invest the District Revenue on deposit in the Account in accordance with the Act and other Applicable Laws. All interest earned upon the balance in the Account shall be deposited to the credit thereof.

Section 4.4. District Administrative Costs. The District shall pay for the District Administrative Costs of the District from District Revenue. The District Administrative Costs shall be included in the District's annual budget, as provided in Section 5.1. In the course of performing the City Administrative Services set forth in this Agreement, the City shall not incur District Administrative Costs or other costs for the District or otherwise obligate the District without the express prior written approval of the District, which approval shall be given only in the District's sole discretion.

Section 4.5. City Administrative Services.

A. Due to the limited scope of the administrative services to be performed by the City under this Agreement (other than construction-related services funded by permit fees), the

City shall not receive an administration fee for its services. The Parties, however, acknowledge that the administrative services to be performed by the City and the District under this Agreement are mutually beneficial and necessary to allow the District to undertake the Transportation Project for which it was created.

B. The City shall perform the City Administrative Services as described below:

- (i) Notify the DOR in writing when a new business applies for a City business license within the District and provide a copy of such notification to the District. Each such notification shall include the: (a) name of the business; (b) address of the business location; (c) state tax identification number of the business; (d) anticipated opening date of the business; and (e) such other information as may be required by the DOR to register the business with the state.
- (ii) The City shall keep accurate records of information and documents received or prepared by the City in connection with the District and such records shall be open to the inspection of officers of the District. In the event that any records pertaining to the Sales Tax are governed by Section 32.057, R.S.MO, as amended, the City shall provide such records in the City's possession to the District upon receipt of a written request that conforms to Section 32.057.2(1)(e), R.S.MO, as amended, and only to the extent necessary to assist in collection of the Sales Tax.

C. At least every quarter, the District shall issue a check to the City in the amount of the Sales Tax subject to capture by the Cedar Tree TIF Plan and the Southtowne TIF Plan.

- (i) The Parties acknowledge that DOR will collect the Sales Tax and deposit the Sales Tax collections into the Account and that the City is in the best position to calculate the amount of the Sales Tax that is subject to capture by the Cedar Tree TIF Plan and the Southtowne TIF Plan, respectively.
- (ii) The City shall calculate the amount of Sales Tax revenue, which shall equal one-half (1/2) of the Sales Tax revenue generated within the District and within the Cedar Tree TIF Plan and the Southtowne TIF Plan redevelopment areas, respectively, which is subject to capture as Economic Activity Taxes (as defined in the Cedar Tree TIF Plan and the Southtowne TIF Plan).
- (iii) The City shall deposit such amounts into the appropriate Special Allocation Fund pursuant to the TIF Act and shall utilize such fund pursuant to the terms of the Cedar Tree TIF Plan or Southtowne TIF Plan as appropriate. The City reconfirms and acknowledges the provisions of Section 3.3.D. above.

Section 4.6. Enforcement of the Sales Tax. As provided in the Act and Applicable Laws, the DOR will enforce the Sales Tax. To the extent that the Sales Tax is not enforced by

the DOR, the District shall be responsible to prosecute or defend all actions, lawsuits, or proceedings necessary for collection and enforcement of the Sales Tax.

Notwithstanding anything to the contrary in this Agreement, the District shall not be required to undertake any enforcement action if the cost of such enforcement is reasonably expected to exceed the amount of revenues sought to be collected. Any costs incurred by the District in an attempt to enforce and/or collect the Sales Tax pursuant to this Section shall be considered as a District Administrative Cost.

Section 4.7. Future City Reimbursable Costs. If the City incurs costs in the future in connection with the Transportation Project that are not shown in Exhibit D, Exhibit E or Exhibit E-1, the District shall pay for such City Reimbursable Costs within a reasonable time of receipt of an invoice from the City, provided that such Transportation Project Costs have been first approved in writing by the District. If the City seeks reimbursement for future Transportation Project Costs that the District did not approve in writing before the City incurred such costs, the District, in its sole discretion, may, but is not obligated to, treat all or any portion of such costs as City Reimbursable Costs and pay the City in accordance with this Agreement. If the District elects not to reimburse the City for all or any portion of Transportation Project Costs incurred by the City without the District's prior approval, the District shall have no further obligation with respect to such costs. Notwithstanding the foregoing, all payments of City Reimbursable Costs are expressly subject to the District having sufficient unencumbered funds available to make any such payment.

Section 4.8 City Reimbursement Requests. While the City and the District agree that the payment of City Reimbursable Costs shown on Exhibit E have been deferred for payment by the District pending payment of all other Transportation Project Costs, the parties agree that from time to time the City may request a portion of such costs be paid to the City for public improvements within the District but which are not a defined Transportation Project, subject to the conditions set forth below and subject to the availability of otherwise unencumbered District Revenue. The City shall submit such request to the Board of Directors with sufficient detail describing the amount of the request, the use of the funds and the benefit to the District. The District, may, but is not required, to approve all or portion of such request if unencumbered District Revenue is available. In the event such request is approved by the District, upon payment by the District to the City, Exhibit E shall be adjusted accordingly and the adjusted outstanding balance shall be noted in the Districts' financial statement and submitted to the Board of Directors for approval. The City and the District acknowledge that the District paid for the installation of a water line on behalf of the City as part of the improvement of Markey Parkway. The water line expense was \$300,000 as noted in Exhibit E bringing the outstanding balance on Exhibit E to \$1,969,000.

Section 4.9. Repeal of the Sales Tax. No proposal to abolish the District and to repeal the Sales Tax shall be made so long as the District's liabilities exceed its assets, there are outstanding claims or causes of action pending against the District, or while the District is insolvent, in receivership or under the jurisdiction of a bankruptcy court.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1. Annual Budget, Annual Financial Report, and Obligations.

A. The District's fiscal year shall begin on January 1 and end on December 31 in each year that the District remains in existence. Before the end of each fiscal year, the District shall prepare, or cause to be prepared, a budget for capital and operating expenses for the next succeeding fiscal year and submit a copy of the approved budget to the City Finance Director. Each budget and any amendments thereto shall generally be prepared in accordance with all applicable state statutes, including specifically Section 67.010, R.S.MO, as amended. At least 30 days before the end of each fiscal year, the District shall submit to the City Finance Director for review and comment a proposed District budget for the next fiscal year. The Parties acknowledge that the District may, but is not required to, make any changes suggested by the City Finance Director.

B. As required by Section 105.145, R.S.MO, the District shall prepare, or cause to be prepared, an annual financial report of the District's financial transactions during each fiscal year and submit a copy of the annual financial report to the State Auditor no later than four (4) months after the end of the District's fiscal year if it is an un-audited report and no later than six (6) months after the end of the District's fiscal year if it is an audited report prepared by an certified public accountant. Upon the request of the City, the District shall also submit a copy of the annual financial report to the City Finance Director.

C. The Obligations shall be the special obligation of the District. The Obligations shall not be debt, as that term is used and defined in the Constitution and statutes of the State of Missouri, of the State of Missouri or any agency or political subdivision of the state.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1. **Events of Default.** If the following event shall occur and be continuing following the expiration of any cure provisions herein, then such event shall constitute an Event of Default under this Agreement: failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement, and the continuance of such default for ninety (90) days after a non-defaulting Party has given written notice to the defaulting Party specifying such default.

Section 6.2. **Remedies on Default.** Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or condition of this Agreement by either Party, or any successor, the defaulting or breaching Party (or successor) shall, upon written notice from the other Party (or successor), proceed immediately to cure or remedy such default or breach, and, shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default. If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach. If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the

defaulting Party and its officers, agents, and employees, and to require and compel duties and obligations required by the provisions of this Agreement.

Section 6.3. Rights and Remedies Cumulative. The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 6.4. Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 6.5. Excusable Delays. No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such excusable delay.

ARTICLE 7: MISCELLANEOUS

Section 7.1. Effective Date and Term. This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. Upon the expiration of the Sales Tax and the abolishment of the District in accordance with Section 238,275, R.S.MO, and the terms of this Agreement, this Agreement shall terminate.

Section 7.2. Immunities. No recourse shall be had for (1) the payment of the principal, interest, or Financing Costs of any Obligations issued by the District, or (2) any claim based upon any representation, obligation, covenant or agreement in this Agreement, against any past, present or future officer, member, employee, director, or agent of the City or the District, or of any successor thereto, as such, either directly or through the City, the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors, or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 7.3. Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 7.4. Notice. Any notice, demand, or other communication required by this Agreement to be given to either party hereto to the other shall be in writing and shall be deemed

to be given if it is mailed by United States registered mail, postage prepaid, or sent by electronic mail and addressed as hereinafter specified.

Any notice to City shall be addressed to:

City Manager
City of Belton, Missouri
City Hall
506 Main Street
Belton, Missouri 64012

jwagner@belton.org

City Clerk
City of Belton, Missouri
City Hall
506 Main Street
Belton, Missouri 64012
acwaningham@belton.org

With a copy to:

Padraic Corcoran
Williams & Compa, PC
400 SW Longview Rd
Suite 210
Lee's Summit, MO 64081
pcorcoran@publiclawfirm.com

Any notice to the District shall be addressed to:

Belton-Cass Transportation Development District
c/o 519 London Way
Belton, Missouri 64012
Attention: Chairman
cassmaliory@yahoo.com

With a copy to:

William B. Moore
Rouse Frets White Goss Gentile Rhodes, PC
4510 Belleview, Suite 300
Kansas City, Missouri 64111
wmoore@rousepc.com

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days' written notice thereof.

Section 7.5. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri and all actions shall be heard in Cass County Circuit Court.

Section 7.6. Representatives Not Personally Liable. No official, agent, employee, or representative of the City shall be personally liable to the District, and no director, official, agent, employee, or representative of the District shall be personally liable to the City, in the event of default or breach by any Party under this Agreement, or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

Section 7.7. Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 7.8. Entire Agreement; Amendment. The Parties agree that this Agreement constitutes the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. Prior to the issuance of Obligations, this Agreement shall be amended only in writing and effective when signed by the authorized representatives of both Parties after approval by their respective governing bodies. After the issuance of Obligations, this Agreement may be amended by the Parties, without notice to or the consent of the owners of the bonds issued by the District, for the purpose of curing any ambiguity or formal defect or omission in this Agreement or in connection with any other change which, in the judgment of a bond trustee, does not materially and adversely affect the security for the owners of the bonds. No other amendments, changes or modifications of this Agreement shall be made without giving notice to and obtaining the written approval or consent of the owners of the bonds or the bond trustee as required by an Indenture. The City and the District shall not be required to obtain the approval of the Circuit Court of Cass County or the qualified voters for this Agreement or any such amendments, changes, or modifications.

Section 7.9. Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 7.10. City Approvals. Unless specifically provided to the contrary herein, all approvals of the City hereunder may be given by the City Manager or his/her designee without the necessity of any action by the City Council. The City Manager, at his/her discretion, may seek the advice or consent of the City Council for any requested approval.

Section 7.11. District Approvals. Unless specifically provided to the contrary herein, all approvals of the District hereunder may be given by the Chairman or his/her designee without the necessity of any action by the Board of Directors. The Chairman, at his/her discretion, may seek the advice or consent of the Board of Directors for any requested approval.

Section 7.12. Recording. The District shall record this Agreement or a memorandum thereof with the Cass County Recorder of Deeds within thirty (30) days of the Parties' executing this Agreement and the Parties shall share equally the recording fees.

Section 7.13. Assignment. Neither party shall assign this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, the District may, as security for the Obligations, pledge, assign, transfer and grant a security interest in certain of its rights under this Agreement to a bond trustee. The City agrees that this Agreement and all of the rights, interests, powers, privileges and benefits accruing to or vested in the District under this Agreement may be assigned by the District to any bond trustee as security for the Obligations and may be exercised, protected and enforced for or on behalf of any owner of bonds issued by the District in conformity with this Agreement or an Indenture. Any bond trustee on behalf of the owners of bonds issued by the District shall be entitled to enforce, as assignee of the District, the performance of the obligations of the City and the City hereby consents to the same and acknowledges that any bond trustee may enforce the rights of the District as provided in this Agreement. The parties recognize that any such bond trustee will be a third-party beneficiary of this Agreement.

[remainder of page is blank; signature pages follow]

IN WITNESS WHEREOF, the District and the City have caused this Agreement to be executed in their respective names and attested as to the date as set forth below.

CITY:

CITY OF BELTON, MISSOURI

By, _____
Norman K. Larkey, Sr., Mayor

ATTEST:

City Clerk, Andrea Cunningham

APPROVED AS TO FORM AND LEGALITY:

Padraic Corcoran

STATE OF MISSOURI)
) ss
COUNTY OF CASS)

On this ___ day of _____, in the year 2024, before me, a Notary Public in and for said state, personally appeared Norman K. Larkey, Sr, the Mayor of the City of Belton, Missouri and Andrea Cunningham, the City Clerk of the City of Belton, Missouri, known to me to be the persons who executed the within Intergovernmental Cooperative Agreement on behalf of the City of Belton, Missouri and acknowledged to me that they executed the same for the purposes therein stated.

Subscribed and affirmed before me this ___ day of _____, 2024

Notary Public

My Commission Expires:

DISTRICT:

**BELTON-CASS REGIONAL
TRANSPORTATION DEVELOPMENT
DISTRICT**

By: *Gary Mallory*
Gary Mallory, Chairman

ATTEST:

Robert Powell
~~Art Ruiz, Assistant, Secretary~~
Robert Powell, Treasurer

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF CASS)

On this 21st day of February, in the year 2024, before me, a Notary Public in and for said state, personally appeared Gary Mallory, the Chairman of the Belton-Cass Regional Transportation Development District and ~~Art Ruiz~~, the Assistant Secretary of the Belton-Cass Regional Transportation Development District, known to me to be the persons who executed the within Intergovernmental Cooperative Agreement on behalf of the Belton-Cass Regional Transportation Development District and acknowledged to me that they executed the same for the purposes therein stated.

Subscribed and affirmed before me this 21st day of February, 2024.

Rebecca L. Ziegler
Notary Public

My Commission Expires:

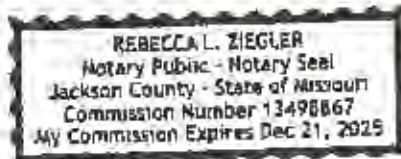


EXHIBIT A

LEGAL DESCRIPTION OF DISTRICT LAND

A part of Section 12, Township 46, Range 33; a part of Section 13, Township 46, Range 33; a part of Section 07, Township 46, Range 32 and a part of Section 18, Township 46, Range 32 all in the City of Belton, Cass County, Missouri described as follows:

Beginning at the intersection of the Southeasterly right of way line of Missouri State Highway "Y" and the Southwesterly right of way line of U.S. Highway No. 71; thence Southeasterly along the Southwesterly right of way line of U.S. Highway No. 71 to the South right of way line of Cunningham Industrial Parkway; thence Westerly along the South right of way line of Cunningham Industrial Parkway to the Northwest corner of Lot 1, Block 2, DEAN-CO DEVELOPMENT PARK, a subdivision in Belton, Cass County, Missouri as recorded in Plat Book 11, Page 29; thence South along the West line of said Lot 1 to the Southwest corner of said Lot 1; thence East along the South line of said Lot 1 to the intersection of the West right of way line of Dean-Co Parkway; thence South along the Westerly right of way line of Dean-Co Parkway to the intersection of the North right of way line of a parcel of land conveyed to Smoky Hill R/W & Historical Society as recorded in Book 1546, Page 175; thence Westerly along said North right of way line to the intersection of the Southeast corner of a parcel of land owned by Rock Brook Community Church with an address of 1725 E. 173rd Street and a Tax Assessor Parcel ID 040418000000034010; thence North along the East line of said parcel to the intersection of the South right of way line of 173rd Street; thence West along the South right of way line of 173rd Street to the intersection of the East right of way line of South Mullen Road; thence North along the East right of way line of South Mullen Road to a point of intersection of the projection of the North line of ORLEANS PLACE, a subdivision in Belton, Cass County, Missouri as recorded in Book 16, Page 42; thence West along the prolongation thereof and the North line of said subdivision to the intersection of the East line of BELTON MARKETPLACE, a subdivision in Belton, Cass County, Missouri as recorded in Book 21, Page 22 also being the Northwest corner of Lot 47, ORLEANS PLACE; thence South along the West line of aforesaid ORLEANS PLACE to the Northeast corner of Lot 58 of said ORLEANS PLACE; thence West along the North line of said subdivision to the Northwest corner of the Common Area of said subdivision also being a point on the East line of APPLE VALLEY, a subdivision in Belton, Cass County, Missouri as recorded in Book 12, Page 162; thence North along the East line of said subdivision to the Northeast corner of Lot 25 of said subdivision also being the Southeast corner of Lot 44 of said subdivision; thence West along the South line of said Lot 44 to the Southwest corner of said Lot 44; thence North along the West line of said Lot 44 to the Southeast corner of Block 1 of said subdivision; thence West along the South line of said Block 1 to the intersection of the East right of way line of Apple Valley Parkway; thence North along said right of way line to the intersection of the South right of way line of Missouri State Highway 58; thence West along the South right of way line of Missouri State Highway 58 to the Northeast corner of Block 2, REPLAT OF RESURVEY OF BLOCKS 2 AND 3, APPLE VALLEY, a subdivision in Belton, Cass County, Missouri as recorded in Book 14, Page 74; thence along the East line of said Block 2 to the Southeast corner of said Block 2; thence West along the South line of said Block 2 to the Southwest corner of said Block 2; thence North along the West line of said Block 2 to the intersection of the South right of way line of Missouri State Highway 58;

thence West along said right of way line to the Northeast corner of Lot 1, BELTON O'REILLY AUTOMOTIVE, a subdivision in Belton, Cass County, Missouri as recorded in Book 15, Page 9; thence South along the East line of said subdivision to the Southeast corner of said Lot 1; thence West along the South line of said Lot 1 and the South line of Lot 1, QUIKTRIP 233R, a subdivision in Belton, Cass County, Missouri as recorded in Book 15, Page 37 to the intersection of the West right of way line of Missouri State Highway Route Y; thence South along said right of way line and the prolongation thereof to the Northerly right of way line of D Street; thence Northwesterly along said right of way line to the Southwest corner of Lot 1, KERSHENBAUM, a subdivision in Belton, Cass County, Missouri as recorded in Book 16, Page 28; thence North along the West line of said Lot 1 and the prolongation thereof to the North right of way line of Missouri State Highway 58; thence West along said right of way line to the Southwest corner of Lot 6, WYATT'S ACRES, a subdivision in Belton, Cass County, Missouri; thence North along the West line of said Lot 6 to the Northwest corner of said Lot 6, thence East along the North line of said Lot 6 to the intersection of the West right of way line of Missouri State Highway Route Y; thence Northeasterly to the intersection of the East right of way line of Missouri State Highway Route Y also being the Northwest corner of Lot 3, CREST PLAZA, a subdivision in Belton, Cass County, Missouri as recorded in Book 14, Page 63; thence East along the North line of said Lot 3 to the Northeast corner of said Lot 3; thence South along the East line of said Lot 3 to the intersection of the North right of way line of Missouri State Highway 58; thence East along said right of way line to the Southwest corner of Lot 1, Block 1, TACO BUENO ADDITION, a subdivision in Belton, Cass County, Missouri as recorded in Book 20, Page 42; thence North along the West line of said Lot 1 to the Northwest corner of said Lot 1; thence East along the North line of said Lot 1 to the Northeast corner of said Lot 1; thence South along the East line of said Lot 1 to the intersection of the North right of way line of Missouri State Highway 58; thence East along said right of way line to the Southwest corner of Lot 1, BRADFORD PLACE, a subdivision in Belton, Cass County, Missouri as recorded in Book 15, Page 20; thence North along the West line of said Lot 1 to the Northwest corner of said Lot 1; thence East along the North line of said Lot 1 to the West right of way line of Bradford Lane; thence Northerly along said West right of way line to the intersection with the prolongation of the North right of way line of Dakota Street; thence East along the prolongation thereof and the North right of way line of Dakota Street to the Southeast corner of Tract 1, RESURVEY OF LOTS V AND VI, BRADFORD PLACE AND LOT 1 THRU 5 INCLUSIVE, BRADFORD PLACE SECOND PLAT, a subdivision in Belton, Cass County, Missouri as recorded in Book 16, Page 30; thence North along the East line of said Tract 1 to the intersection with the South line of BRADFORD PLACE SECOND PLAT, a subdivision in Belton, Cass County, Missouri as recorded in Book 15, Page 95; thence East along the South line of said subdivision to the Southeast corner of Lot 7 of said subdivision; thence South along the East line of the aforementioned BRADFORD PLACE to the intersection of the North right of way line of Missouri State Highway 58; thence East along said right of way line to the intersection of the West right of way line of Mullen Road; thence North along the West right of way line of Mullen Road to a point on the North line of BELTON TOWN CENTRE ADDITION, a subdivision in Belton, Cass County, Missouri as recorded in Book 17, Page 45; thence West along the North line of said subdivision to the intersection of the prolongation of the East line of Lot 4, Block 1, BELTON TOWN CENTRE ADDITION NO. 2, a subdivision in Belton, Cass County, Missouri as recorded in Book 18, Page 67; thence North along and the prolongation of the East line of said Lot 4 to the Northeasterly corner of said Lot 4; thence Westerly along the Northerly line of said

Lot 4 to the intersection with the Easterly line of the aforementioned BRADFORD PLACE SECOND PLAT; thence North and West along the North line of said BRADFORD PLACE SECOND PLAT to the Northwest corner of Lot 55 of said plat also being the Southwest corner of a tract of land as recorded in Book 2336, Page 138; thence North along the West line of said tract of land to a point on the South line of a tract of land as recorded in Book 2344, Page 141; thence West along said South line to the intersection of the Easterly right of way line of Missouri State Highway Route Y; thence Northeasterly along said right of way line to the Point of Beginning.

Except that part platted as TANGLEWOOD VILLAGE, a subdivision in Belton, Cass County, Missouri as recorded in Book 17, Page 21.

AND EXCEPT

ALL THAT PART OF THE NORTHEAST QUARTER AND A PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 46 NORTH, RANGE 33 WEST, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 85 DEGREES 45 MINUTES 50 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 269.11 FEET; THENCE NORTH 04 DEGREES 13 MINUTES 34 SECONDS EAST, A DISTANCE OF 15.96 FEET TO THE POINT OF BEGINNING; THENCE NORTH 41 DEGREES 44 MINUTES 38 SECONDS EAST, A DISTANCE OF 808.58 FEET; THENCE SOUTH 68 DEGREES 49 MINUTES 02 SECONDS EAST, A DISTANCE OF 68.70 FEET, THENCE SOUTH 48 DEGREES 10 MINUTES 17 SECONDS EAST, A DISTANCE OF 587.38 FEET; THENCE SOUTH 40 DEGREES 34 MINUTES 41 SECONDS WEST, A DISTANCE OF 750.03 FEET; THENCE NORTH 70 DEGREES 30 MINUTES 08 SECONDS WEST, A DISTANCE OF 216.50 FEET; THENCE NORTH 48 DEGREES 15 MINUTES 20 SECONDS WEST, A DISTANCE OF 466.57 FEET TO THE POINT OF BEGINNING, CONTAINING 540,403 SQUARE FEET OR 12.41 ACRES, MORE OR LESS.

EXHIBIT B
DISTRICT BOUNDARY MAP

Cass County, MO

This map shows the approximate location of certain state
highways and is not intended to be used for any other
purpose, or other legal jurisdiction, without the
approval of the state.

Legend
—— District Boundary
—— State Highway Boundary
—— Municipal Boundary

1:50,000 Scale

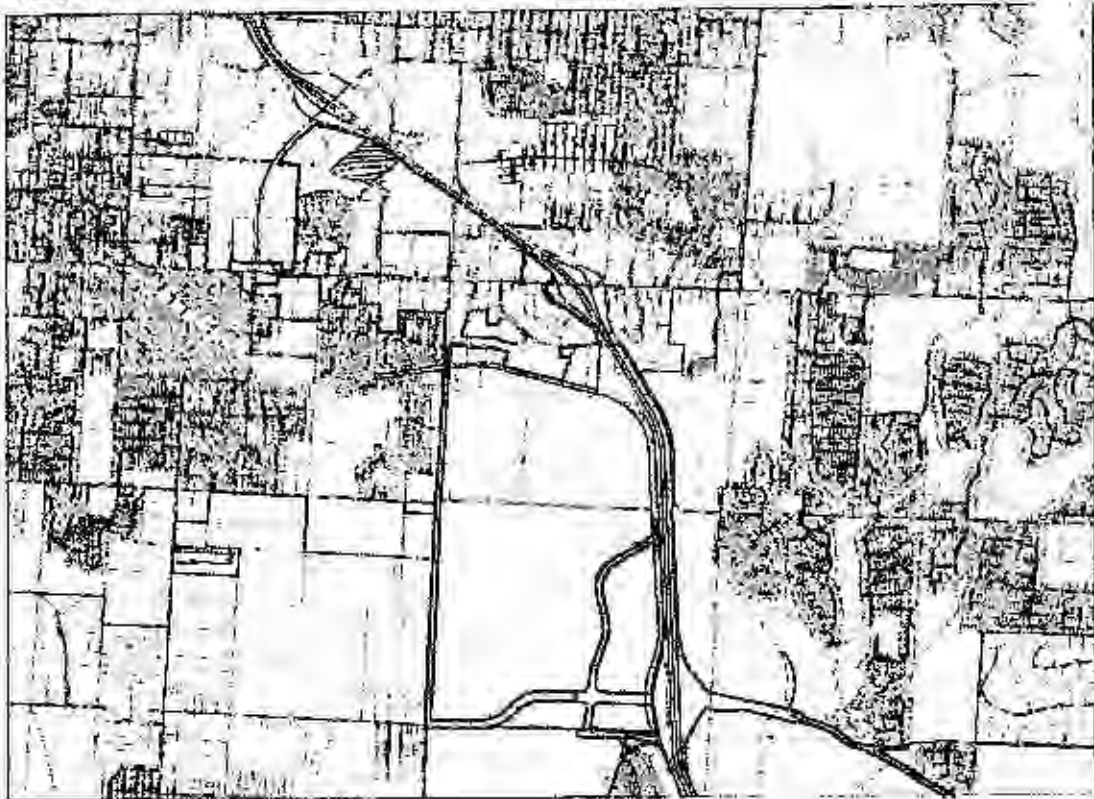


EXHIBIT C

TRANSPORTATION PROJECT DESCRIPTION

The Transportation Project generally consists of the following improvements and activities, any of which may be completed in phases at the discretion of the District:

(1) The extension of Markey Parkway from its existing southerly terminus to the existing Mullen Road northerly terminus, which shall be an extension of approximately 3,300 feet of roadway in the City of Belton, Cass County, Missouri. This extension will consist of a four-lane divided, asphalt roadway with a median (seven to eighteen feet wide). Each lane will be approximately twelve feet wide. Curbs and gutters will be completed along the exterior of the roadway, as well as a five foot wide sidewalk and a ten foot wide bicycle and hiking path on opposite sides of the roadway. The following items, among others, will be completed as a part of the road extension: grading, construction of an enclosed storm sewer system, streetlights, landscaping, addition of a traffic signal and other traffic controls, normal erosion control measures, and striping. Additionally, since the extension crosses Oil Creek, a reinforced concrete box will be required to convey the creek flows through the embankment; another set of concrete boxes will be located at a higher elevation to control future detention storm water.

(2) The construction of Towne Center Drive from the existing terminus of Towne Center Drive to the proposed Markey Parkway Extension in the City of Belton, Cass County, Missouri, which shall consist of approximately 900 feet of roadway. This two-lane street shall have a right-of-way width of 60 feet total and shall be bounded on both sides by four foot wide sidewalks. Curbs, gutters, and a storm sewer system will be completed along the exterior of the roadway. The following items, among others, will be completed as a part of the road construction: streetlights, landscaping, and striping.

(3) The construction of Mullen Road, partially within an area under the jurisdiction of the Mt. Pleasant Special Road District, but all within Cass County, Missouri, commencing from a point that is approximately 500 feet south of the railroad tracks crossing Mullen Road, continuing southerly to 187th Street, and then continuing easterly on 187th Street to the North Cass Parkway interchange constructed by the Missouri Department of Transportation. This portion of the Mullen Road improvement shall be approximately 11,000 feet in length and shall consist of a three-lane roadway with a raised median and left-hand turn lanes. Curbs, gutters, and sidewalks will be completed adjacent to the roadway. The following items, among others, will be completed as a part of the road construction: an enclosed storm sewer system, streetlights, landscaping, and striping.

(4) The construction of Mullen Road, within the City of Belton and all within Cass County, Missouri, starting at a point approximately 500 feet south of 58 Highway and continuing to a point approximately 500 feet south of the railroad tracks crossing Mullen Road. This portion of the Mullen Road improvement shall be approximately 2,000 feet in length and shall consist of a three-lane roadway without a median. Curbs, gutters, and sidewalks will be completed adjacent

to the roadway. The following items, among others, will be completed as a part of the road construction: an enclosed storm sewer system, streetlights, landscaping, and striping.

(5) The District's share of costs associated with the following to the extent they are not mentioned above: (a) the operation and ongoing maintenance and repair of the Transportation Project; (b) land acquisition, settlement and transfer, including relocation costs, taxes, surveys and other professional fees related to the Transportation Project; (c) demolition, earth work, erosion control, including without limitation paving, storm sewers, storm drainage, waters systems, and retention basins related to the Transportation Project, (d) relocation of utilities as necessary, including sanitary sewer, gas, electric, telephone and fiber optic cable related to the Transportation Project; (e) environmental engineering, mitigation and abatement related to the Transportation Project; (f) replacement or installation of existing or new roadway/bikeway/pedestrian surfaces, curbs and gutter, sidewalks, traffic/bikeway/pedestrian signalization, signage, street lighting and landscaping related to the Transportation Project; (g) financing costs, including payments of principal and interest, relating to any obligations, notes or mortgages issued to finance all or part of the Transportation Project; and (h) the administrative, legal and accounting fees and costs related to the creation and administration of the District.

EXHIBIT D
CITY REIMBURSABLE COSTS

City of Belton, Missouri: **\$812,679.20**

Construction work on Markey Parkway Phase 3A currently under construction: Groundbreaking
Excavation and Utilities

City of Belton, Missouri: **\$95,268.35**

Payment made by City of Belton to HNTB Corporation under professional services agreement
for final design plans and construction administration services for Phase 3A of Markey Parkway
Road Project

City of Belton, Missouri: **\$85,966.56**

Payment made by City of Belton to White Goss for legal expenses to form the District

TOTAL: \$993,914.11

EXHIBIT E

CITY REIMBURSABLE COSTS (DEFERRED PAYMENT)

Completion of Mullen Road widening improvements:	\$2,269,000
Consisting of:	
Pyramid Excavation & Construction Company, Inc Ord. No. 2012-3812	\$2,005,865
Wilson & Co. Engineering Design Ord. No. 203-3014	\$ 101,450
Wilson & Co. Supplemental Amount No. 1 Res. 2004-12	
Wilson & Co. Supplemental Amount No. 2 Final design and construction services Res. 2007-19	<u>\$ 161,700</u>

EXHIBIT E-1

CITY PROJECTS TO BE FUNDED BY THE DISTRICT*

<u>City Project</u>	<u>Date Approved by District</u>	<u>FY Needed</u>	<u>Date Paid by District</u>	<u>Amount Approved</u>	<u>Adjusted Balance after Payment (Beginning Balance \$2,269,000)</u>
Markey Pkwy Waterline			(1) See Below	\$411,329.05	\$1,857,670.95
Belton Nexus			6/23/2017	\$78,000.00	\$1,179,670.95
State Hwy 58 & V Hwy		2018	(2) \$110,250 paid on 6/29/18	\$129,803.00	\$1,649,867.95
Peculier Dr and Realignment/Closure at Hwy 58		2020		\$500,000.00	\$1,149,867.95

(1)

<u>Belton Cass TDD Pymt Request No.</u>	<u>Belton Cass TDD Pymt Request Date</u>	<u>Phillips Hard Invoice Date</u>	<u>Phillips Hardy Invoice No.</u>	<u>Invoice Total</u>	<u>Amount for Waterline</u>	<u>Date Paid</u>
6	10/13/2014	09/20/2014	4	\$658,422.90	\$155,966.92	10/24/2014
8	11/18/2014	10/25/2014	5	\$683,100.49	\$161,146.05	11/26/2014
10	12/11/2014	11/22/2014	6	\$794,615.28	\$80,016.08	12/22/2014
16	03/11/2015	02/21/2015	9	\$63,501.40	\$13,200.00	03/24/2015
24	07/14/2015	06/27/2015	13	\$237,644.03	\$1,000.00	07/29/2015

(2) \$19,553 remaining balance to be paid to the City.

*Pursuant to Section 4.8 of the Agreement, the amounts approved by the District are payable by the District to the City solely to the extent District unencumbered funds are available at the time the funds are needed by the City.

EXHIBIT F

FORM OF CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

To: City Manager, City of Belton, Missouri

Copy: Chairman, Belton-Cass Regional Transportation Development District

Re: Completion of Belton-Cass Regional TDD City Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Amended and Restated Cooperative Agreement dated as of ____, 2024 (the "Agreement") between the City of Belton and the Belton-Cass Regional Transportation Development District. In connection with the Agreement, the undersigned hereby states and certifies that:

1. The Transportation Project has been completed in accordance with the Agreement, and all required approvals, certificates or permits have been granted or issued by the appropriate governmental entity or agency to commence operation of all improvements in the Transportation Project.

2. To the knowledge of the District, the District is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default on the part of the District under the Agreement.

3. All of the District's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _____, 20__.

**BELTON-CASS REGIONAL
TRANSPORTATION DEVELOPMENT
DISTRICT**

By: _____

Name: _____

Title: _____

Acceptance of Transportation Project [specify phase] this ____ day of _____, 20__.

RECOMMENDATION BY PUBLIC WORKS DEPARTMENT

By: _____

Name: _____

Title: _____

APPROVAL BY CITY MANAGER (OR CITY COUNCIL)

By: _____

Name: _____

Title: _____

EXHIBIT G

Priority of Transportation Project Phases

- 1. Markey Pkwy (from E 163rd Street to Hwy 58) COMPLETED**
- 2. Town Center Dr (from Markey Pkwy to Hwy 58) COMPLETED**
- 3. S Mullen Road (from Hwy 58 to Railroad Tracks) COMPLETED**
- 4. S Mullen Road (from Railroad Tracks to E Cambridge Rd)**
- 5. E 187th St (from S Mullen Rd to North Cass Pkwy)**
- 6. S Mullen Road (from E Cambridge Rd to E 187th St)**



BILL NO. 2024-12 COUNCIL ACTION REPORT

Title: Waiver of Permit Fees
Agenda Date: March 12, 2024
Presented by: Joe Warren, City Manager

Background

- The City of Belton, like most cities, charges fees for parts of the building and development process to cover the costs of staff time spent preparing, consulting, inspecting, and reviewing projects.
- For instance, building permit fees, right-of-way permit fees, and tap fees cover the costs of reviewing plans and permits submitted for a project and the inspections performed throughout the construction process and for final occupancy.
- Impact fees are also charged - including water, irrigation, sewer, and street impact – to fund the long-term maintenance of utilities and streets, which are utilized to fund water, sewer, and street projects necessary to provide services to an ever-growing footprint.
- Also, a mud escrow fee is an escrow utilized to ensure adjacent public streets are kept clean from construction debris for the duration of the project and may be released after occupancy.
- Water deposits and service charges are also standard fees applied to new construction for the establishment of new service for utilities.
- Based on the existing application and plans submitted by the Cass Community Health Foundation for the Cass County Dental Clinic building permit for a site on Markey Parkway near Towne Center Drive, the estimated permit fees would be \$47,587. This the cumulation of fees that are utilized as explained.
- During the early stages of talks to develop the site for this purpose, members of the Cass Community Health Foundation had reached out to city staff about the proposed site. Staff had some reservations about the Dental Clinic building at that location, as the site is in the center of the current commercial core and is one of the highest potential commercial development sites in existing city limits. The Dental Clinic would not be sales tax generating, and as a non-profit is also exempt from paying property taxes.
- Staff recommended the foundation seek an alternate location either to redevelop somewhere such as North Scott or the historic old town grid, or if a completely new site was necessary to try other areas of the city that were not taking the place of one of the most attractive locations for a likely sales tax generating business sometime in the future.
- On Feb. 27, 2024, a representative from the foundation spoke at the City Council meeting during Public Comment, asking for a waiving of fees for the project.
- As a matter of practice, the city does not waive these fees. In fact, even the school district and public library have paid these fees during recent construction and remodeling efforts. In 2018, the school district paid more than \$110,000 in fees during its high school remodel and did not ask for a waiver.



- Staff feels that waiving these fees sets a bad precedent and that every non-profit would then have the right to ask for the fees to be waived – and any denial of such waivers by the city could expose the city to potential legal action for discrimination.
- Waiving of fees would in essence be an incentive provided by the city for this project, since the staff costs for the project would still exist but would be supplemented by taxpayer dollars.
- Generally, when the city considers providing development incentives, a “but for” standard is one of the questions asked. Would this development take place but for the incentive? In this case the development is already taking place regardless of the fees charged.
- The economic benefit of this development is negligible. Yes, there is an initial investment that this project will bring, of up to \$5 million in economic benefit. There is no guarantee that local developers or builders or contractors will be part of that benefit – meaning much of the benefit could be secondary – workers eating while in town, or possibly utilizing commercial services or purchasing goods while in the city.
- Also, research on the existing dental clinic shows that about 90% of those who utilize the service come directly from home, and more than 65% leave the facility and return home. The commercial business that gets the most economic benefit from patrons is Walmart in Raymore – which doesn’t benefit Belton. That’s not to say there is no secondary economic benefit, but it is not substantial.
- It is staff’s contention that alternative sites were available that could have potentially brought the purchase price down enough that the foundation would not have needed to ask the city to waive fees. There are two 1.3-acre sites on N. Scott that could have been purchased for less than \$38,000 each. There is a 1-acre site on Commercial Street and a 1-acre site on E. 173rd that each could have been purchased for less than \$100,000.

Financial/Budget Considerations

- In addition to taxpayers picking up the tab on the \$47,587 in estimated fees, the clinic building on the proposed site will cost taxpayers potential future property and sales tax revenues. By comparison, a similar building to the existing Aspen Dental (which is 60% the size of the proposed clinic) is estimated to be worth \$39,000 in annual property taxes for schools, the county, and the city.
- An estimate for a drive through restaurant (coffee or fast food) on the proposed location would conservatively generate \$1.4 million in sales, which would mean \$45,150 in sales tax revenue per year that the city will not realize.

Legal Considerations

- Waiving fees for some users and not others might be construed as a discriminatory practice and could open liability for a lawsuit in the future.
- Fees are set by ordinance and can only be waived via ordinance.
- Under Missouri law, fees are set as a method to reimburse the City and the citizens for work performed due to a specific project. Waiving fees could give rise to claims that the City’s fee structure does not comply with Missouri law as it is not based on reimbursing the City for specific work performed because of the waiver.

Policy Considerations

- Waiving fees sets a precedence that other organizations would expect to be eligible to benefit from.



Staff Recommendation

- Staff recommends denial of this ordinance and does not recommend waiving building and development fees for any organization.

AN ORDINANCE AUTHORIZING THE WAIVER OF BUILDING AND DEVELOPMENT FEES FOR THE CASS COUNTY DENTAL CLINIC NEW CONSTRUCTION LOCATED AT MARKEY PARKWAY AND TOWNE CENTER DRIVE IN BELTON, MISSOURI.

WHEREAS, the building and development fees are set by ordinance and currently are listed in Appendix A of the Unified Development Code; and

WHEREAS, the fees were originally set by ordinance 2014-4038, but then updated by Ordinance 2016-4256, Ordinance 2017-4364, Ordinance 2023-4800, and Ordinance 2023-4810; and

WHEREAS, the Cass Community Health Foundation has asked the City Council to waive building and development fees for a proposed new Cass County Dental Clinic to be located on the northwest intersection of Markey Parkway and Towne Center Drive; and

WHEREAS, the city’s estimate of fees is \$47,587.

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

- Section 1.** That the City Council hereby waives the fees for the Cass Community Health Foundation to construct the new Cass County Health Clinic.
- Section 2.** That this ordinance shall be in full force and effect from and after its passage and approval.

READ FOR FIRST TIME: March 12, 2024

PASSED AND APPROVED by the City Council and APPROVED by the Mayor of the City of Belton:

Mayor Norman K. Larkey, Sr.

ATTEST:

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

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



BILL NO. 2024-13 COUNCIL ACTION REPORT

Title: FY 2025 Budget
Agenda Date: March 12, 2024
Presented by: Casey Koehn, Finance Director

Background

- Each year, the City Council approves the City’s fiscal budget.
- The City’s fiscal year is April 1, 2024 – March 31, 2025.

Financial/Budget Considerations

- Potential additions to budget from previous presentation pending amendments
 - General Fund – \$10,000 for the Homelessness Program
 - Economic Development Fund – \$25,000 for the second phase of the Tourism Study
- Itemized list of expenditures for each fund: Please note the large difference in the total of the Proprietary Funds in this document to the total on the Public Hearing notice. The notice was incorrect; FY24 total budget for Water was picked up in the formula.

<u>Fund</u>	<u>Expenditures</u>
General Funds	\$30,314,515
Special Revenue Funds	\$22,561,367
Debt Service Funds	\$20,136,243
Capital Projects Funds	\$39,204,141
Proprietary Funds	\$29,021,093
Total all Funds	\$141,237,629

Legal Considerations

- The City is required by City Charter to adopt an annual budget prior to the conclusion of the fiscal year.

Policy Considerations

- The Budget is the guiding authority for most policy decisions each year.



Staff Recommendation

- Staff recommends approval of the proposed FY25 city budget.

AN ORDINANCE APPROVING THE PROPOSED FISCAL YEAR 2025 CITY BUDGET, AS REVISED, AND APPROPRIATING FUNDS FROM THE REVENUES OF THE CITY.

WHEREAS, Section 12.5 of the Charter of the City of Belton, Missouri requires the City Council to adopt a budget for the city on or before the last day of the month of the fiscal year currently ending for the next fiscal year; and

WHEREAS, the Director of Finance published the public hearing notice in the North Cass Herald on February 28, 2024 and March 6, 2024, stating the times and places where copies of the message and budget were available for inspection by the public and the date and time of the public hearing before the City Council; and

WHEREAS, the public hearing before the City Council was held March 12, 2024, at 6:00 p.m.

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

Section 1. That the annual budget of the City of Belton, Missouri for the fiscal year beginning April 1, 2024, and ending March 31, 2025, as submitted by the City Manager on February 27, 2024, and as revised by the City Council, is hereby approved.

Section 2. That all budgeted revenues in excess of budgeted expenses in any fund remain in the fund balance.

Section 3. That any future budget amendments shall be approved by ordinance of the City Council.

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

READ FOR FIRST TIME: March 12, 2024

PASSED AND APPROVED by the City Council and APPROVED by the Mayor of the City of Belton:

Mayor Norman K. Larkey, Sr.

ATTEST:

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

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



R2024-26 COUNCIL ACTION REPORT

Title: FY 2025 Capital Improvement Program

Agenda Date: March 12, 2024

Presented by: Casey Koehn, Finance Director

Background

- Each year the City of Belton presents the 5-year Capital Improvement Program (CIP) to the Planning Commission and City Council. The CIP is designed to guide city staff with significant purchases and projects over the next five years.

Financial/Budget Considerations

- List of five-year capital purchases:

General Fund - Department	Project Title	FY2025	FY2026	FY2027	FY2028	FY2029	Total
Legislative	AV Equipment for Council Chambers	10,000	10,000	10,000	10,000		40,000
Senior Center	Kitchen Remodel	14,000					14,000
Administration	City Hall – HVAC Unit	30,000					30,000
Administration	Annex - Roof Repairs	10,000					10,000
Administration	Annex - Sewer Repair	30,000					30,000
Jail	Building Improvements	80,000					80,000
Community Development	Unified Development Code (UDC)- 2024 Update	100,000					100,000
Administration	Admin- Access Control Door Upgrades-City Hall & Annex		50,000				50,000
Police	PD - Front and Back Parking Lot Re-seal & Striping	75,000					75,000
Police	Forensic Evidence Drying Cabinet		5,500				5,500
	Total	349,000	65,500	10,000	10,000	0	434,500



Economic Development	Project Title	FY2025	FY2026	FY2027	FY2028	FY2029	Total
	Customer Service/Request Tracking System	30,000					30,000
	Arts Commission & Tourism board strategic planning and programming	20,000					20,000
	ETC Citizen Survey	15,000					15,000
	Signage	30,000					30,000
	Sports Tourism Study	25,000					25,000
	Total	120,000	0	0	0	0	120,000

Street	Project Title	FY2025	FY2026	FY2027	FY2028	FY2029	Total
	Public Works Facility	33,000					33,000
	Street and Stormwater Preservation Program	100,000	600,000	600,000	600,000	600,000	2,500,000
	Regulatory Street Signs		35,000	35,000	35,000	35,000	140,000
	Rebuild Sidewalk Across Railroad along Cedar	150,000					150,000
	Total	283,000	635,000	635,000	635,000	635,000	2,823,000

Wastewater	Project Title	FY2025	FY2026	FY2027	FY2028	FY2029	Total
	Public Works Facility	33,000					33,000
	I & I Program	1,000,000	100,000	100,000	100,000	100,000	1,400,000
	Effertz Pump Station Wetwell Rehabilitation	150,000					150,000
	Olsen Acres	2,100,000					2,100,000
	Software Upgrade	175,000					175,000
	WWTP Valve Vault	200,000					200,000
	Generator for Effertz Lift Station	30,000					30,000
	Generator for Fairway Ridge Lift Station	30,000					30,000
	Plant Improvements	1,446,806					
	RAS Pump Replacement at WWTP	25,000					25,000
	Total	5,189,806	100,000	100,000	100,000	100,000	4,143,000



Water	Project Title	FY2025	FY2026	FY2027	FY2028	FY2029	Total
	Public Works Facility	33,000					33,000
	Software Upgrade	175,000					175,000
	Water Tower painting	250,000					250,000
	Total	458,000	0	0	0	0	458,000

Golf	Project Title	FY2025	FY2026	FY2027	FY2028	FY2029	Total
	Asphalt	100,000					100,000
	Cart Barn Improvements	7,500					7,500
	Signage for Golf Course	7,000					7,000
	Total	114,500	0	0	0	0	114,500

Legal Considerations

- Section 12.4 of the Charter, requires that the Mayor and City Council to approve a Capital Improvement Program on or before the last day of the month of the current fiscal year.

Policy Considerations

- There are no policy considerations.

Staff Recommendation

- Staff recommends approval of the FY2025-2029 CIP.

R2024-26

A RESOLUTION ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2025 THROUGH 2029.

WHEREAS, the City Council understands the importance of constructing and maintaining all infrastructure and assets throughout the City of Belton; and

WHEREAS, projects including facilities, water, sewer, stormwater drainage, streets and sidewalks and public service buildings should be included; and

WHEREAS, many projects will be funded over a number of years; and

WHEREAS, many projects may need alternative sources of funding; and

WHEREAS, the City Council understands that this is a plan, and may be changed according to budgetary constraints or priority; and

WHEREAS, this is only a plan of direction to guide Council members and City Staff; and

WHEREAS, the Capital Improvement Program for Fiscal Years (FY) 2025-2029 includes capital projects that acquire, support, construct, or improve the City's buildings, equipment, streets, facilities, and other infrastructure with a projected total acquisition, design, and construction cost per item of \$50,000 or more and with a projected useful life of five or more years; and

WHEREAS, City Staff has distributed and discussed the draft Capital Improvement Program for FY 2025-2029 with the City Council at a Council Work Session held on December 13, 2023; and

WHEREAS, City Staff has distributed and discussed the Capital Improvement Program for FY 2025 with the Planning Commission at a Planning Commission Meeting held on March 5, 2024.

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

SECTION 1. That the City Council hereby adopts the Five-Year Capital Improvement Program for Fiscal Years 2025 through 2029.

SECTION 2. That the Five-Year Capital Improvement Program shall be reviewed, revised, and adopted annually.

SECTION 3. That future amendments and annual revisions shall be adopted by resolution of the City Council after consultation with the Planning Commission according to requirements of Section 89.380, Revised Statutes of Missouri.

SECTION 4. That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and approved this ____ day of March, 2024.

Mayor Norman K. Larkey, Sr.

ATTEST:

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

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



Capital Improvement Program FY2025-2029



EXECUTIVE SUMMARY

PURPOSE

The City of Belton continues to grow in all areas of commercial, residential, and industrial development. A number of major retailers have already made Belton their home, and new developments and redevelopments continue to look closely at Belton. Even though a number of major projects have recently been completed, there are still long-term issues that need to be addressed such as improvements in streets, reducing sanitary sewer inflow and infiltration (I&I), and other equally important projects throughout the City of Belton. The capital improvement projects listed in this document are projects meant to be a roadmap to guide the City of Belton through the current growth and plan for the future by providing projects that are fiscally responsible, provide for extended duration, promote long-term stability, and continue to enhance the City both now and into the future.

The CIP document includes projects from the master plans for storm water, sanitary sewers, water mains, and streets. Since the Capital Improvement Program (CIP), a five-year planning document, is reviewed annually, this gives the City of Belton the flexibility to determine future priorities and to move projects back or forward as developments and needs dictate. The CIP works in conjunction with the budget, comprehensive plans, and master plans to ensure a vibrant, vital, and orderly

development for the long-term success of the City of Belton.

NEXT FIVE YEARS

The projects included in this CIP provide a planning schedule with a team approach that resulted in a well thought out, long-term CIP that provided for the needs of everyone. The proposed CIP provides the following benefits:

- Encourages staff to work together and look into the future to plan for both short- and long-term goals
- Provides for annual review of major projects not normally done with other major plans (Master Plans, Comprehensive Plans, etc.)
- Focuses attention on community goals and needs and allows for citizen input
- Informs the public of future plans
- Helps to plan for future funding and debt issues
- Optimizes the use of taxpayer dollars

BEST MANAGEMENT PRACTICES

The City of Belton's master planning and comprehensive planning documents outline several maintenance and improvement needs related to essential services: sanitary sewers, water, stormwater, and road improvements. The City has attempted to balance investments in water and sanitary sewer capital improvement projects funded through the water and wastewater funds while being sensitive to the associated user rates and development impact fees

General Fund -		FY2025	FY2026	FY2027	FY2028	FY2029	Total
Department	Project Title						
Legislative	AV Equipment for Council Chambers	10,000	10,000	10,000	10,000		40,000
Senior Center	Kitchen Remodel	14,000					14,000
Administration	City Hall – HVAC Unit	30,000					30,000
Administration	Annex - Roof Repairs	10,000					10,000
Administration	Annex - Sewer Repair	30,000					30,000
Jail	Building Improvements	80,000					80,000
Community Development	Unified Development Code (UDC)- 2024 Update	100,000					100,000
Administration	Admin- Access Control Door Upgrades - City Hall & Annex		50,000				50,000
Police	PD - Front and Back Parking Lot Re-seal & Striping	75,000					75,000
Police	Forensic Evidence Drying Cabinet		5,500				5,500
Total		349,000	65,500	10,000	10,000	0	434,500

Economic Development		FY2025	FY2026	FY2027	FY2028	FY2029	Total
Project Title							
Customer Service/Request Tracking System		30,000					30,000
Arts Commission & Tourism board strategic planning and programming		20,000					20,000
ETC Citizen Survey		15,000					15,000
Signage		30,000					30,000
Sports Tourism Study		25,000					25,000
Total		120,000	0	0	0	0	120,000

Street	Project Title	FY2025	FY2026	FY2027	FY2028	FY2029	Total
	Public Works Facility	33,000					33,000
	Street & Stormwater Preservation Program	100,000	600,000	600,000	600,000	600,000	2,500,000
	Regulatory Street Signs		35,000	35,000	35,000	35,000	140,000
	Rebuild Sidewalk Across Railroad along Cedar	150,000					150,000
	Total	283,000	635,000	635,000	635,000	635,000	2,823,000

Wastewater	Project Title	FY2025	FY2026	FY2027	FY2028	FY2029	Total
	Public Works Facility	33,000					33,000
	I & I Program	1,000,000	100,000	100,000	100,000	100,000	1,400,000
	Effertz Pump Station Wetwell Rehabilitation	150,000					150,000
	Olsen Acres	2,100,000					2,100,000
	Software Upgrade	175,000					175,000
	WWTP Valve Vault	200,000					200,000
	Generator for Effertz Lift Station	30,000					30,000
	Generator for Fairway Ridge Lift Station	30,000					30,000
	Plant Improvements	1,446,806					
	RAS Pump Replacement at WWTP	25,000					25,000
	Total	5,189,806	100,000	100,000	100,000	100,000	4,143,000

Water	Project Title	FY2025	FY2026	FY2027	FY2028	FY2029	Total
	Public Works Facility	33,000					33,000
	Software Upgrade	175,000					175,000
	Water Tower painting	250,000					250,000
	Total	458,000	0	0	0	0	458,000

Golf	Project Title	FY2025	FY2026	FY2027	FY2028	FY2029	Total
	Asphalt	100,000					100,000
	Cart Barn Improvements	7,500					7,500
	Signage for Golf Course	7,000					7,000
	Total	114,500	0	0	0	0	114,500

Parks	Project Title	FY2025	FY2026	FY2027	FY2028	FY2029	Total
	Cleveland Lake Restrooms & Parking Lot	350,000					350,000
	Play System / Surfacing West Belton	250,000					250,000
	Markey Park Sunshades	162,700					162,700
	HVAC Unit	120,000					120,000
	Bottom Half East Parking Lot	70,000					70,000
	Marquee Sign	65,000					65,000
	Slide Renovations	63,000					63,000
	Flooring-Kids Corner	35,000					35,000
	Cleveland / Country View Connection Trail	28,000					28,000
	Restroom Countertops	8,000					8,000
	Wayfinding Signage	6,000					6,000
	Total	1,157,700	0	0	0	0	1,157,700

Capital Projects	Project Title	FY2025	FY2026	FY2027	FY2028	FY2029	Total
	Route 58 & Powell	3,797,600					3,797,600
	Larkspur and Starlight	800,000					800,000
	Mullen	5,640,161					5,640,161
	N. Cass Parkway	400,000					400,000
	Reconstruction of N. Scott	2,541,380					2,541,380
	Street & Curb	8,250,000					8,250,000
	Markey Road	4,000,000					4,000,000
	Raise Grant	1,500,000					1,500,000
	North Cass	5,500,000					5,500,000
	Hargis Gardens	3,250,000					3,250,000
	Total	35,679,141	0	0	0	0	35,679,141

Total all Projects	43,231,147	800,500	745,000	745,000	735,000	44,809,841
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**Minutes of the Belton City Council
February 27, 2024
City Hall Annex
520 Main Street, Belton, Missouri**

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

Councilmember McCallum led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Larkey, Bret White, Rob Powell, Angela Kraft, James Pryan, Alex McCallum, Allyson Lawson, Chris Richardson, Perry Gough

Staff present: Joe Warren, City Manager; Andrea Cunningham, City Clerk; Padraic Corcoran, Attorney; Greg Rokos, Assistant City Manager/Public Works Director; Mike Ekey, Assistant City Manager of Economic Development and Community Engagement; Matt Wright, Community Development Director; Police Chief Scott Lyons; Fire Chief John Sapp; Casey Koehn, Finance Director; Carla Wallen, Human Resources Director; Brian Welborn, Park Director; Jay Kennedy, Golf Course Manager

PERSONAL APPEARANCES

Cynthia Randazzo, Cass Community Health Foundation, 2316 E Meyer Blvd, Kansas City, MO 64132, said the Cass County Dental Clinic serves children in the Belton schools and Belton area. The Cass County Dental Clinic is building a new building in Belton and are asking the City Council to consider waiving the permit fees. There was Council discussion. **Councilmember Kraft made a motion directing city staff to prepare all necessary documents to place a waiver of permit fees for Cass County Community Health Foundation on the agenda of the Belton City Council for March 12, 2024.** Councilmember Lawson seconded. Vote on the motion was recorded with all voting in favor. Motion passed. Councilmember Gough asked for the fee estimate. Joe Warren, City Manager, said approximately \$50,000.

David Christie, Christie Development Associates, 7217 W 110th Street, Overland Park, KS 66210, said the Y Highway Marketplace TIF (Price Chopper) has a small pad outside of Arvest Bank. Valvoline Oil and Swig have expressed interest to build on this pad. It would require an amendment to the TIF agreement to allow this type of use. There was Council discussion. Mr. Warren recommended this item come to the March 12, 2024, City Council work session for discussion.

NEW BUSINESS

Andrea Cunningham, City Clerk, read Bill No. 2024-08: **An ordinance authorizing acceptance of an allocation of funds and execution of a grant agreement with the Missouri Department of Transportation (MoDOT) Division of Highway Safety for a total of \$27,800.00.**

Presented by Councilmember Lawson, seconded by Councilmember Kraft. Police Chief Scott Lyons said this annual MoDOT grant allows the Police Department the latitude to do enforcement action, such as red light violations, speeding in neighborhoods, or pedestrian crosswalk violations. It is always a short turn-around, so Chief Lyons asked for a double reading tonight which will allow them to meet the grant deadline. Vote on the first reading was recorded with all voting in

favor. First reading passed. **Councilmember Pryan moved to hear the final reading.** Councilmember McCallum seconded. Vote to hear the final reading was recorded with all voting in favor. Motion passed. The final reading was read. Presented by Councilmember Lawson, seconded by Councilmember Kraft. Vote on the final reading was recorded:

Ayes: 9 Pryan, Kraft, Powell, White, Gough, McCallum, Lawson, Mayor Larkey, Richardson
Noes: 0

Absent: 0

Bill No. 2024-08 was declared passed and in full force and effect as **Ordinance No. 2024-4834**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2024-09: **An ordinance approving a Preliminary Development Plan for a 4-lot commercial development (Cass County Sheriff's Office Complex) near the southwest corner of E. 155th Street and N. Scott Avenue in the City of Belton, Missouri.**

Presented by Councilmember Lawson, seconded by Councilmember Kraft. Matt Wright, Community Development Director, presented information about the preliminary development plan. It will be four commercial lots – sheriff's annex, group living, hotel, and restaurant. The next ordinance on the agenda approves a code amendment pertaining to group living. Mr. Wright asked for consideration of a double reading tonight to allow the county to submit a final plat and final development plan. There was Council discussion about the parking lot, the secondary access road, and the conditions noted in the plan. Vote on the first reading was recorded with all voting in favor except Councilmember Powell who abstained. First reading passed. **Councilmember Pryan moved to hear the final reading.** Councilmember Kraft seconded. Vote to hear the final reading was recorded with all voting in favor. Motion passed. The final reading was read. Presented by Councilmember Lawson, seconded by Councilmember Kraft. Vote on the final reading was recorded:

Ayes: 8 Lawson, Gough, Richardson, Pryan, McCallum, Kraft, White, Mayor Larkey

Noes: 0

Absent: 0

Abstained: 1 Powell

Bill No. 2024-09 was declared passed and in full force and effect as **Ordinance No. 2024-4835**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2024-10: **An ordinance amending Unified Development Code Sections 1-5, 40-1, 40-3, 40-4, and 18 related to Group Living; Section 22-10 related to Screening; and Section 40-4 related to Marijuana Facility Buffers.**

Presented by Councilmember Lawson, seconded by Councilmember Kraft. Mr. Wright presented the code amendments. There was a scrivener's error on page 45 of the agenda packet – it said "car" instead of "care." It has been fixed. Mr. Wright asked for consideration of a double reading tonight so the code can take effect. There is pending development that needs these code amendments. There was Council discussion. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilmember Lawson moved to hear the final reading.** Councilmember Gough seconded. Vote to hear the final reading was recorded with all voting in favor except Councilmember White who voted no. Motion passed. The final reading was read. Presented by Councilmember Lawson, seconded by Councilmember Gough. Vote on the final reading was recorded:

Ayes: 9 Mayor Larkey, Gough, Pryan, White, Richardson, McCallum, Lawson, Powell, Kraft

Noes: 0

Absent: 0

Bill No. 2024-10 was declared passed and in full force and effect as **Ordinance No. 2024-4836**, subject to Mayoral veto.

Ms. Cunningham read Resolution No. 2024-24: **A resolution approving an agreement with Brown & Brown for property and liability consulting and other similar services.**

Presented by Councilmember Lawson, seconded by Councilmember Kraft. Carla Wallen, Human Resources Director, provided information on this agreement. Mr. Warren said staff is asking the Council to approve this agreement realizing this process is outside our purchasing policy, but Brown & Brown is a known entity to the City and staff has been pleased with their work. Ms. Wallen said the next resolution on the agenda is similar. Vote on the resolution was recorded with all voting in favor. Resolution passed.

Ms. Cunningham read Resolution No. 2024-25: **A resolution approving an agreement with Brown & Brown for worker's compensation insurance and cybersecurity insurance consulting and other similar services.**

Presented by Councilmember Lawson, seconded by Councilmember Kraft. Vote on the resolution was recorded with all voting in favor. Resolution passed.

CONSENT AGENDA

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

1. **approving the Minutes of the February 13, 2024, City Council Meeting.**

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

COMMUNICATIONS FROM CITY COUNCIL

Councilmember McCallum said absentee voting has opened.

Councilmember Lawson provided a Park Report

- The cardboard boat races were Saturday – there were 15 participants
- May 31-June 2, 2024 is Carrie Nation Days on Main Street
- The Dryden land/Cleveland Lake plan will be presented to the Park Board in March
- The Easter Egg Hunt is March 23, 2024
- The Spring Craft Show is April 20, 2024
- Car cruises are coming back in April

Councilmember Kraft said the Council 101 last week was very helpful.

Councilmember Powell said the Belton-Cass TDD approved a co-operative agreement with Belton for Mullen Road. It will be coming to the Council soon.

Councilmember White said there will be a Ward 4 town hall meeting in March. The Ward 4 candidates will be invited to speak. The date will be announced soon.

CITY MANAGER’S REPORT

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

March 12, 2024

March 26, 2024

April 9, 2024

April 23, 2024

Mr. Warren said they attended the MML Legislative Conference in Jefferson City and provided Representative Davis and Senator Brattin the Belton Legislative Policy.

ITEMS FOR REVIEW AND DISCUSSION

Mr. Warren presented the FY2025 budget. The budget public hearing will be March 12, 2024. The PowerPoint presented this evening will be emailed to the Councilmembers.

At 7:46 p.m. Councilmember Lawson moved to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; pertaining to leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2; and pertaining to negotiated contracts, according to Missouri Statute 610.021.12, and that the record be closed, and the meeting adjourned from there. Councilmember White seconded. The following vote was recorded:

Ayes: 9 Richardson, Powell, Pryan, Kraft, Gough, White, Lawson, McCallum, Mayor Larkey

Noes: 0

Absent: 0

Motion carried.


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

Andrea Cunningham, City Clerk

Mayor Norman K Larkey, Sr

**DOCKET REPRESENTS A TRUE AND ACCURATE COPY
OF COURT PROCEEDINGS HELD**

FEBRUARY 2024



MUNICIPAL JUDGE **2/29/2024**
DATE

**IN ACCORDANCE WITH COURT OPERATING RULE 4.29
THE ATTACHED MUNICIPAL DIVISION SUMMARY
REPORT FOR MONTH OF FEBRUARY 2024 WAS
PRESENTED AND REVIEWED BY CITY COUNCIL AS
REQUIRED**

CITY CLERK **DATE**

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION		Municipality: BELTON	Reporting Period: Feb 1, 2024 - Feb 29, 2024	
Mailing Address: 7001 E 163RD STREET, BELTON, MO 64012				
Physical Address: 7001 E 163RD STREET, BELTON, MO 64012			County: Cass County	Circuit: 17
Telephone Number: (816)3312798		Fax Number:		
Prepared by: LAURA ELLIS		E-mail Address: laura.l.ellis@courts.mo.gov		
Municipal Judge: ROSS C. NIGRO, JR.				
II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		76	3,677	1,169
B. Cases (citations/informations) filed		11	334	112
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		1	16	3
3. court/bench trial - NOT GUILTY		0	31	1
4. plea of GUILTY in court		5	307	74
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	98	0
6. dismissed by court		0	1	3
7. <i>nolle prosequi</i>		0	26	38
8. certified for jury trial (not heard in Municipal Division)		0	0	2
9. TOTAL CASE DISPOSITIONS		6	479	121
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		81	3,532	1,160
E. Trial de Novo and/or appeal applications filed		0	0	2
III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS		
1. # Issued during reporting period	274	1. # Issued during period		0
2. # Served/withdrawn during reporting period	273	<input checked="" type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	3,366			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: BELTON	Reporting Period: Feb 1, 2024 - Feb 29, 2024
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$31,107.00	Appointed Counsel Fund	\$396.03
Clerk Fee - Excess Revenue	\$3,537.83	Appointed Counsel Fund Expend	\$5.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$118.38	CVC Surcharge State	\$0.74
		CVC Surcharge-E/R	\$0.37
Bond forfeitures (paid to city) - Excess Revenue	\$586.00	Court Automation	\$2,721.19
Total Excess Revenue	\$35,349.21	Law Enf Arrest-Local	\$300.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Other Disbursements	\$3,423.33
		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$56,249.00
Fines - Other	\$10,314.09	Bond Refunds	\$6,594.00
Clerk Fee - Other	\$817.18	Total Disbursements	\$62,843.00
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$392.69		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$2,800.10		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$26.81		
Law Enforcement Training (LET) Fund surcharge	\$756.50		
Domestic Violence Shelter surcharge	\$748.00		
Inmate Prisoner Detainee Security Fund surcharge	\$751.09		
Restitution	\$100.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$770.00		
Total Other Revenue	\$17,476.46		



R2024-27 MEMO

Title: PlacerAI Contract Renewal

Agenda Date: March 12, 2024

Presented by: Mike Ekey, Assistant City Manager of Economic Development and Community Engagement

In 2023, the City of Belton contracted with PlacerAI to provide visitor and retail insight data for Economic Development, Tourism and Parks & Recreation. This platform has helped in various projects by providing traffic data, demographic information, market analysis and other valuable tools.

The original contract was approved for one year and this amendment allows for a continuation of the service with an increase in the price starting April 13, 2024. The contract is increasing by \$1,050. The new contract is for one year of service at \$22,050.

In FY2024, funding for the contract came from the Hotel/Motel Fund. It has also been budgeted through the Hotel/Motel Fund and is pending approval by Council as part of the FY2025 Budget.

R2024-27

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH PLACER LABS FOR THE CONTINUED USE FOR THE PLACER AI DATA PLATFORM.

WHEREAS, in 2023, the City authorized a one-year contract with Placer Labs to use the PlacerAI dashboard for retail analysis and economic data; and

WHEREAS, the Belton Economic Development, Community Development, Parks & Recreation, and the Tourism Council have used the data platform for a variety of projects and reporting; and

WHEREAS, the contract expires on April 13, 2024, and staff is requesting to continue its usage for those on-going Economic Development, Community Development, Parks & Recreation, and Tourism Council projects.

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

Section 1. That this resolution approves the contract renewal, attached as **Exhibit A**, with PlacerAI for the continued use of its data platform and authorizes the City Manager to execute the same.

Section 2. That this resolution authorizes the City Manager to execute future contract renewals as outlined in the original contract, attached as **Exhibit B**, that conform with and are part of the annual appropriations and budget process.

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

Duly read and approved this ____ day of March, 2024.

Mayor Norman K. Larkey, Sr.

ATTEST:

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

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



PLACER LABS, INC.

AMENDMENT TO ORDER FORM

This Amendment to Order Form (this “**Amendment**”), dated as of January 17, 2024 (the “**Amendment Date**”), modifies the Order Form executed by City of Belton, MO (“**Customer**”) and Placer Labs, Inc. (“**Placer**”) on or about April 13, 2023 (together with any other prior amendments thereto, the “**Order Form**”). Unless otherwise defined, capitalized terms herein have the same meaning as in the Order Form. Placer and Customer agree to amend the Order Form as follows:

1. The Term of the Order Form will be renewed for 12 months starting April 13, 2024 (“**Renewal Date**”).
2. Starting on the Renewal Date, the Annual License Fee will increase by \$1,050, from \$21,000 to \$22,050.
3. Customer will receive an invoice for this upcoming Additional Term on the Renewal Date.
4. Placer may increase the fees any time following the Additional Term (but not more frequently than once in any twelve (12) month period). The amount of such annual increase will equal the greater of CPI or five percent (5%) per annum.
5. In all other respects, the Order Form shall remain in full force and effect.

City of Belton, MO	Placer Labs, Inc.
By:	By:
Name:	Name:
Title:	Title:



PLACER LABS, INC.

ORDER FORM

City of Belton, MO	(“Customer”)	Placer Labs, Inc.	(“Placer”)
Address:	520 Main Street Belton, Missouri 64012	Address:	440 N Barranca Ave., #1277 Covina, California 91723
Contact Person:	Carolyn Yatsook	Contact Person	Bryce Brill
Email:	cyatsook@belton.org	Billing Contact Person:	Melissa Anderson
Phone:	816-892-1263	Billing Email*:	billing@placer.ai
Billing Contact Email:		Billing Phone*:	415-228-2444

*Not for use for official notices.

1. Services.

The services provided under this Order Form (the “**Services**”) include:

- Access, via Placer Venue Analytics Platform (“**Placer’s Platform**”), to all major venues within the United States
- Access, via Placer’s Platform, to reports, including Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
 - Accurate foot traffic counts and dwell time
 - True Trade Areas displaying frequent-visitors-density by home and work locations
 - Customers’ demographics, interests, and time spent at relevant locations
 - Where customers are coming from and going to, and the routes they take
 - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
 - Competitive insights
 - Void Analysis Reports
- Access to Xtra reports per ad hoc needs; in Excel, KML, Tableau, and other formats: Quarterly Maximum of 26 credits; Annual Maximum of 104 credits
- Premier Customer Support
 - Regular meetings with Placer's Customer Success Team
 - Live, Virtual Training support as reasonably needed
- Access to STI Demographics Bundle + Mosaic Data Set. The applicable Advanced Demographics and Psychographics are generated using the Input Datasets from the data vendors as set forth below:

Description	Input Datasets Used
STI Demographics Bundle	PopStats
	Spending Patterns
	Workplace
	Market Outlook
Experian Mosaic	Mosaic Segmentation

2. Permitted Uses

The data, information and materials accessible via the Services are referred to as “**Placer Data**”. Customer may use Placer Data solely for the following purposes (“**Permitted Uses**”): (a) Customer may use Placer Data for Customer’s

internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

“**Research Data**” means datasets and other materials created by Customer that result in any part from Customer’s use of Placer Data. The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information (for such purpose only, Placer grants Customer the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation). Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

3. Term and Termination.

Initial Term: The initial term of this Order Form will begin as of the last signature date set forth below, and will continue for 12 consecutive months thereafter (the “**Initial Term**”). Each renewal or additional term, if any, is referred to as “**Additional Term**,” and the Initial Term and any Additional Terms are referred to collectively as the “**Term**.”

Additional Term: Following expiration of the Initial Term, this Order Form shall be automatically renewed for additional periods of the same duration as the Initial Term, unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

Termination: Either party may terminate this Order Form upon thirty (30) days’ notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days. In addition, Placer may immediately suspend Customer’s access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.

4. Fees.

\$21,000/year invoiced: in full upon signing this Order Form.

Invoice sent electronically to Customer’s billing contact email via NetSuite.

Customer shall pay the fees set forth above in this Order Form.

Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer’s net income.

If Customer believes that Placer has billed Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer’s customer support department at support@placer.ai.

In the event of any termination, Customer will pay in full for the Services.

All billing will be sent via electronic invoice to the Customer contact indicated above. Customer shall pay all fees within thirty (30) days of the invoice date.

5. Support.

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, please contact us at support@placer.ai.

6. Mutual NDA.

Each party (the “**Receiving Party**”) understands that the other party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement. Placer understands and recognizes that Customer is a public governmental body under the Missouri Open Meetings and Records Acts, Chapter 610, RSMo (the “Sunshine Law”). If the Customer receives a request for records under the Sunshine Law relevant to this Agreement, Customer will comply with all notice requirements set forth in this section.


7. Miscellaneous.

All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.


Customer grants Placer the right to use Customer’s company name and company logo, for Placer’s promotional purposes.

This Order Form is entered into by and between Customer and Placer effective as of the date of the last signature below. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at <https://www.placer.ai/placer-license-agreement/> (the “**Agreement**”); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

“Customer”

City of Belton, MO
By:  <i>Joe Warren</i>
Name: Joe Warren
Title: City Manager
Date: 4/13/2023

“Placer”

Placer Labs, Inc.
By:  <i>Dean Neese</i>
Name: Dean Neese
Title: Chief Financial Officer
Date: 4/13/2023



R2024-28 MEMO

Title: Reappointing Prosecuting Attorney William Marshall, III
Agenda Date: March 12, 2024
Presented by: Joe Warren, City Manager

The City of Belton Charter provides for the appointment of a Prosecuting Attorney. William Marshall, III was appointed as Belton's Prosecuting Attorney in 1986.

William Marshall, III continues to meet all the requirements necessary as the Belton Municipal Court Prosecuting Attorney pursuant to Article III of the Belton Charter

Prosecuting Attorney Marshall's engagement letter for reappointed in attached. It includes a \$500/month raise which has been budgeted in the FY25 city budget.

Staff recommends approval of this reappointment.

R2024-28

A RESOLUTION REAPPOINTING WILLIAM MARSHALL, III AS BELTON MUNICIPAL COURT PROSECUTING ATTORNEY PURSUANT TO ARTICLE III OF THE CITY OF BELTON CHARTER.

WHEREAS, the Charter of the City of Belton provides for the appointment of a Prosecuting Attorney; and

WHEREAS, William Marshall, III was appointed as Belton’s Prosecuting Attorney in 1986 and continues to meet all the requirements necessary as the Belton Municipal Court Prosecuting Attorney pursuant to Article III of the Belton Charter; and

WHEREAS, the City Council believes it is in the best interest of the citizens to reappoint Prosecuting Attorney William Marshall, III.

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

- Section 1.** That William Marshall, III is hereby reappointed to serve as Belton Municipal Court Prosecuting Attorney pursuant to the terms and conditions of the Belton Charter. Prosecutor Marshall’s engagement letter for reappointment is attached as **Exhibit A** and is approved.
- 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 ___ day of March, 2024.

Mayor Norman K. Larkey, Sr.

ATTEST:

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

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

W^m. N. MARSHALL III

-Prosecuting Attorney for the City of Belton -
11953 Pennsylvania
Kansas City, Missouri 64145



Telephone (816) 943-1115
Facsimile (816) 943-1109
wnm@wmarshall3.com

SENT VIA ELECTRONIC MAIL ONLY: acunningham@belton.org

February 9, 2024

Honorable Norman S. Larkey, Mayor
City of Belton
506 Main Street, Belton, Missouri 64012

Re: Prosecution Services

Honorable Mayor:

I have been the prosecuting attorney for this city since May of 1986, at which time I was appointed by the city council and serve at its pleasure. I have not had an increase in compensation since April of 2014. Since that time, there have been many changes in the way I must conduct my office, including the "Ferguson fallout", the appointment of a new judge, revised discovery procedures, and the ever-changing automation system and e-filing redaction requirements. In any event, I propose a modest increase from the current \$2,500 per month as follows:

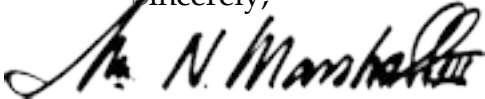
- \$3,000.00 per month, paid in arrears upon submission of a monthly statement, as is the current practice. To include all services in the municipal court as well as bench-tried trials *de novo* before the associate circuit court;
- \$150.00 per hour, expenses included, for jury trials in the circuit or associate circuit court (this is rare, but some defendants in recent cases have indicated that they would seek a jury trial); and
- \$150.00 per hour, expenses included, for appeals before the Western District Court of Appeals (this is even more rare; the last appeal dealt with the Smoky Hill RR in 2005).

Jury trials and appeals are highly complex, time-consuming and potentially expensive matters, and I have had ample experience at both of them in the course of my career. Attached are references and a Curriculum Vitae for your examination.

Honorable Norman S. Larkey
February 9, 2024
Page 2

I appreciate your time and consideration of this matter, and I look forward to continuing to represent the city as its prosecuting attorney, whatever your decision might be.

Sincerely,

A handwritten signature in black ink, appearing to read "Wm. N. Marshall III". The signature is written in a cursive, flowing style with a large initial "W".

W^m. N. Marshall III
Enclosure(s)

EXPERIENCE / REFERENCES

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFQ and within the past 12 months. Please include ONLY the following information:

- Company Name
- Mailing Address
- Contact Person/Email
- Telephone Number
- Project Name, Amount and Date completed

*Please list any Municipalities that you have done work for in the past 48 months.

COMPANY NAME	Belton Municipal Court
ADDRESS	7001 E. 163rd Street, Belton, MO 64012
CONTACT PERSON	Laura Ellis, Court Administrator
CONTACT EMAIL	laurae@beltonmocourt.org
TELEPHONE NUMBER	816-331-2798
PROJECT, AMOUNT AND DATE COMPLETED	1986--present

COMPANY NAME	Raymore Municipal Court
ADDRESS	100 Municipal Circle, Raymore, MO 64083
CONTACT PERSON	Angela Davis, Court Administrator
CONTACT EMAIL	adavis@raymore.com
TELEPHONE NUMBER	816-331-1712
PROJECT, AMOUNT AND DATE COMPLETED	1998-present

COMPANY NAME	Lake Winnebago Municipal Court
ADDRESS	10 N. Winnebago Drive
CONTACT PERSON	Barbara Aaron, Court Administrator
CONTACT EMAIL	lwcourtclerk@comcast.net
TELEPHONE NUMBER	816-537-4140
PROJECT, AMOUNT AND DATE COMPLETED	1992-present

COMPANY NAME	Cass County Municipal Court
ADDRESS	2501 W. Mechanic Street, Harrisonville, MO 64701
CONTACT PERSON	Michelle Pegren, Division Clerkk
CONTACT EMAIL	Cass.Div5@courts.mo.gov
TELEPHONE NUMBER	816-380-8704
PROJECT, AMOUNT AND DATE COMPLETED	2016 to present

COMPANY NAME	Peculiar Municipal Court
ADDRESS	220 N. Main Street, Peculiar, MO 64078
CONTACT PERSON	Becky Lewis, Court Administrator
CONTACT EMAIL	courtclerk@cityofpeculiar.com
TELEPHONE NUMBER	816-779-5104
PROJECT, AMOUNT AND DATE COMPLETED	2015 to present, as needed.

See Curriculum Vitae, attached.

State the number of Years in Business: _____

State the current number of personnel on staff: 0

W^m. N. MARSHALL III

-Attorney at Law-

11953 Pennsylvania

Kansas City, Missouri 64145



Telephone (816) 943-1115

Facsimile (816) 943-1109

wnm@wmarshall3.com

CURRICULUM VITAE

UMKC School of Law, Juris Doctorate

May, 1979

Admitted to Missouri Bar
Currently member in good standing

September, 1979

Assistant Cass County Prosecuting Attorney

September, 1979
through December, 1982

Prosecuted all manner of cases cognizable before the circuit court, including murder, burglary, armed robbery, drug possession, traffic, code violations, and public corruption.

Private practice

January 1982 to present

Solo practitioner

December 1994 to present

City of Belton Prosecuting Attorney

May 1986 to present

City of Lake Winnebago Prosecuting Attorney

September 1992 to present

City of Raymore Prosecuting Attorney

February 1998 to present

City of Peculiar Special Prosecuting Attorney

March 2015, as needed

Cass County Municipal Court Prosecuting Attorney

January 2016 to present

Experience in Belton, Raymore and Lake Winnebago includes trials *de novo*, jury trials, and appeals to the Western District Court of Appeals.

Founding member, first president and current treasurer of the Missouri Municipal and Associate Circuit Court Prosecutors Association.

R2024-29

A RESOLUTION REAPPOINTING KEN FRITTS, ROBERT MILLER, AND AARON MILLS 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, Ken Fritts' term expires April 1, 2024; he is hereby reappointed to serve as a member of the Building and Fire Prevention Codes Board of Adjustments until April 1, 2026; and

WHEREAS, Robert Miller's term expires April 1, 2024; he is hereby reappointed to serve as a member of the Building and Fire Prevention Codes Board of Adjustments until April 1, 2026; and

WHEREAS, Aaron Mills' term expires April 1, 2024; he is hereby reappointed to serve as a member of the Building and Fire Prevention Codes Board of Adjustments until April 1, 2026; and

WHEREAS, the Building and Fire Prevention Codes Board of Adjustment has two (2) alternate terms which expire April 1, 2024; these terms are hereby reappointed until April 1, 2026, 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>
Rosemary Howard	April 1, 2025
Angela Kraft	April 1, 2025
Kenn Fritts	April 1, 2026
Robert Miller	April 1, 2026
Aaron Mills	April 1, 2026
<u>Alternates</u>	<u>Expiration of Term</u>
Vacant	April 1, 2025
Vacant	April 1, 2026
Vacant	April 1, 2026

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 ___ day of March, 2024.

Mayor Norman K. Larkey, Sr.

ATTEST:

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

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

R2024-30

A RESOLUTION REAPPOINTING JANE HULL AND APPOINTING MICHELLE WILSON AND KEVIN LIVINGSTON TO SERVE ON THE PUBLIC SAFETY SALES TAX OVERSIGHT COMMITTEE.

WHEREAS, on August 28, 2018, the City Council approved Resoluition 2018-44 creating a nine member Public Safety Sales Tax Oversight Committee, defining the purpose and duties of the Committee and providing for its organization and plan of operation; and

WHEREAS, the terms of appointment of all Public Safety Salex Tax Oversight Committee members are for three years, with persons first appointed serving staggered terms; and

WHEREAS, Jane Hull’s term expires April 1, 2024; she is hereby reappointed to serve as a member of the Public Safety Sales Tax Oversight Committee until April 1, 2027; and

WHEREAS, Sarah Brooks resigned her position and her term expires April 1, 2024; and

WHEREAS, Michelle Wilson is appointed to serve as a member of the Public Safety Sales Tax Oversight Committee until April 1, 2027; and

WHEREAS, Caroline Allen resigned her position and her term expires April 1, 2024; and

WHEREAS, Kevin Livingston is appointed to serve as a member of the Public Safety Sales Tax Oversight Committee until April 1, 2027.

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

Section 1. That the following named individuals constitute the Public Safety Sales Tax Oversight Committee, being appointed for three year terms, or until their successor(s) is duly appointed:

<u>NAME</u>	<u>TERM</u>
Martha Frasher	April 1, 2025
Mark Graves, IAFF Local 42	April 1, 2025
Shane Trotter, FOP	April 1, 2025
Robert VanVoorst, IAFF Local 42 Alternate	April 1, 2025
Timothy Vogel, FOP Alternate	April 1, 2025
Marsha Vest	April 1, 2026
John Sapp, Staff	April 1, 2026
Scott Lyons, Staff	April 1, 2026
Michelle Wilson	April 1, 2027
Jane Hull	April 1, 2027
Kevin Livingston	April 1, 2027
Allyson Lawson, City Council Liaison	

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 __ day of March, 2024.

Mayor Norman K. Larkey, Sr.

ATTEST:

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

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



520 Main Street Belton, MO 64012
816.331.4331 www.belton.org admin@belton.org

City of Belton, Missouri Application for Appointment to City Boards and Commissions

Please fill out a separate application for each Board/Commission of interest
Email the completed form to admin@belton.org or drop it off at 520 Main St, Attn: City Clerk

Date February 28, 2024

*Board/Commission of interest Public Safety Sales Tax Oversight Committee

*Name Kevin Livingston

*Phone# 816-835-2487

*Home Address 16105 Kentucky View Drive
Belton, MO 64012

*Do you reside within the city limits of Belton?
 Yes No

*E-mail klivingston60@gmail.com

*If so, what ward do you live in? 1


Length of residence in Belton 35 years

Why are you interested in serving on this Board/Commission? During the 37 years that I served in the emergency services field, I developed a strong knowledge regarding public safety operations, including emergency management, Fire and EMS, and Police. Serving on this committee would afford me the opportunity to give back to the community I served for many years.

List other service on local boards or commission: _____
Cass County 911 Committee; Mid-America Regional Council; Richards Gebauer Federal Credit Union Supervisory Committee

Other qualifications you have that may be helpful in serving on this particular board:
Served for over 29 years with the Belton Emergency Services Department, 14 of which I served as the Deputy Fire Chief.

*Required information

Signature: 



520 Main Street Belton, MO 64012
816.331.4331 www.belton.org admin@belton.org

City of Belton, Missouri Application for Appointment to City Boards and Commissions

Please fill out a separate application for each Board/Commission of interest
Email the completed form to admin@belton.org or drop it off at 520 Main St, Attn: City Clerk

Date 2-21-24

*Board/Commission of interest Public Safety Svcs. Tax Oversight com.

*Name Michelle Wilson

*Phone# 816.771.8612

*Home Address 917 Kent Dr.

*Do you reside within the city limits of Belton?

Yes No

*E-mail Michelle Wilson 1178@gmail.

*If so, what ward do you live in? 3

Length of residence in Belton 36

Why are you interested in serving on this Board/Commission? _____

I am always looking for ways to serve my community.

List other service on local boards or commission: Board Member

Belton Educational Foundation

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

*Required information

Signature: Michelle Wilson



A LOCAL ONLINE USE TAX MEANS MORE ... AND LESS!

A YES VOTE ON APRIL 2ND MEANS ...



MORE and better sidewalks

LESS expensive water bills



For more than a year, City leaders have held town halls, sent surveys and engaged with the public to hear your concerns in Belton. The top two? More (and better) sidewalks and lower water bills.

To fund these priorities, Belton proposes an online shopping use tax on purchases from out-of-state stores and vendors. It would be equal to the City's

current sales tax of 3.25% and only apply to non-Missouri stores who ship products directly to your home. If approved, shoppers would only be charged a sales tax OR the online use tax — NEVER both.

For more information, call (816) 331-4331.



SIDEWALKS

The proposed use tax would help fund more and better sidewalks by capturing millions of dollars that Belton is currently missing out on.



WATER BILLS

Based on estimates, the proposed use tax could lower water bills by roughly \$144 total per year per customer.

BETTER FOR DOWNTOWN, TOO!

Our local businesses currently operate at a disadvantage compared to Amazon, Wayfair, etc. because residents pay only the state and county sales tax (and zero City sales tax) on online purchases. The use tax could level the playing field.



Belton.org/UseTax

A LOCAL ONLINE USE TAX MEANS MORE ... AND LESS!

A YES VOTE ON APRIL 2ND MEANS ...



MORE and better
sidewalks

LESS expensive
water bills



For more than a year, City leaders have held town halls, sent surveys and engaged with the public to hear your concerns in Belton. The top two? More (and better) sidewalks and lower water bills.



To fund more and better sidewalks and less expensive water bills, Belton proposes an **online shopping use tax** on purchases from out-of-state stores and vendors. It would be equal to the City's current sales tax of **3.25%** and only apply to non-Missouri stores who ship products directly to your home. If approved, shoppers would only be charged a sales tax **OR** the online use tax — **NEVER** both. For more information, call (816) 331-4331.

↑ **MORE SIDEWALKS**

The proposed use tax would help fund more and better sidewalks by capturing millions of dollars that Belton is currently missing out on.

! **BETTER MAIN STREET**

Local businesses currently operate at a disadvantage compared to Amazon, Wayfair, etc. because residents pay only state and county sales tax (and zero City sales tax) on online purchases. The use tax could level the playing field.

↓ **LOWER WATER BILLS**

Based on estimates, the proposed use tax could lower water bills by roughly \$144 total per year per customer.

BELTON.ORG/USE TAX

