



Agenda of the Belton City Council – Special Meeting June 16, 2020 – 6:00 p.m.

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

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

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
 - A. NorthPoint Proposed Multi-Family Development
- III. ADJOURN WORK SESSION
- IV. CALL SPECIAL MEETING TO ORDER
- V. PLEDGE OF ALLEGIANCE – Councilmember Peek
- VI. ROLL CALL
- VII. CONSENT AGENDA

One motion, non-debatable, to approve the "recommendations" noted. Any member of the Council may ask for an item to be taken from the consent agenda for discussion and separate action.

 - A. **Motion approving the minutes of the June 9, 2020, City Council Meeting.**

Page 5
 - B. Motion approving Resolution R2020-26
A resolution of the City of Belton adopting the 2020 Multi-Jurisdictional Hazard Mitigation Plan for Cass, Clay, Jackson, Platte and Ray Counties.

Page 9
 - C. Motion approving Resolution R2020-27
A resolution formally accepting the Belton High School addition new public infrastructure of 720 feet of 8” water line with various valves, tees, and bends; two (2) fire hydrant assemblies; and one (1) sanitary sewer manhole installed into the existing sanitary sewer line with a two-year maintenance bond in the amount of \$75,000.00.

Page 14

D. Motion approving Resolution R2020-28

A resolution approving Change Order No. 1, No. 2, No. 3, and No. 4 with Superior Bowen Asphalt Company, LLC for the 2020 Street Preservation Project Cooperative Agreement in the amount of \$370,764.29.

Page 20

VIII. PERSONAL APPEARANCES

A. Brent Miles, NorthPoint Development

IX. ORDINANCES

A. Motion approving the first reading of Bill No. 2020-27

An ordinance approving an amendment to the City's zoning map from C-2 (General Commercial) District to R-3A Planned Unit Development district, for 11.64 acres of the parcel located on the south side of 163rd Street, midway between Markey Parkway and Givan Avenue, Belton, Cass County, Missouri.

Page 29

B. Motion approving the first reading of Bill No. 2020-28

An ordinance approving a plan for a commercial project and a development and performance agreement between the City of Belton, Missouri and NorthPoint Development, LLC; and authorizing certain agreements and other actions by the City.

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

Page 55

C. Motion approving both readings of Bill No. 2020-29

An ordinance approving a Public Service Agreement between Oats, Inc. and the City of Belton, Missouri to provide site transportation for individuals to and from the Belton Senior Center.

Page 147

X. RESOLUTIONS

XI. CITY COUNCIL LIAISON REPORTS

XII. MAYOR'S COMMUNICATIONS

XIII. CITY MANAGER’S REPORT

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

June 23, 2020

July 14, 2020

July 28, 2020

XIV. OTHER BUSINESS

- XV. Motion to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; and to discuss matters pertaining to negotiated contracts, according to Missouri Statute 610.021.12; and that the record be closed, and the meeting adjourned from there.

Section VII

A

**Minutes of the Belton City Council
June 9, 2020
City Hall Annex
520 Main Street, Belton, Missouri**

Mayor Davis called the work session to order at 6:00 p.m.

Andrea Cunningham, City Clerk, provided the City Council an update on sidewalk dining procedures.

Being no further business, Mayor Davis adjourned the work session at 6:02 p.m. and called the regular meeting to order.

Councilmember Lathrop led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Davis, Tim Savage (arrived at 6:05 p.m.), Gary Lathrop, Chet Trutzel, Dean VanWinkle, Dave Clark, Ryan Finn, Stephanie Davidson, and Lorrie Peek

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

CONSENT AGENDA

Councilmember Clark asked the Council to please remove item D from the Consent Agenda and discuss under separate action.

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

- **approving the minutes of the May 26, 2020, City Council Electronic Meeting.**
- **authorizing the sale of surplus city inventory/personal property by Mayo Auction & Realty.**
- **approving the May 2020 Municipal Division Summary Report for Municipal Court.**

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

D. Ms. Cunningham read Resolution R2020-25: **A resolution approving actions of the City Manager to engage Breit Construction, LLC for emergency sanitary sewer repair located on Spring Valley Road at 166th Street and ratifying Task Agreement No. 2020-4 in the amount of \$145,780.19.**

Presented by Councilmember Clark, seconded by Councilmember Finn. Councilmember Clark asked Greg Rokos, Public Works Director, about this project. Vote on the resolution was recorded with all voting in favor. Resolution passed.

ORDINANCES

Ms. Cunningham gave the final reading of Bill No. 2020-26: **An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2021 Adopted City Budget.**

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

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

Noes: 0

Absent: 0

Bill No. 2020-26 was declared passed and in full force and effect as **Ordinance No. 2020-4574**, subject to Mayoral veto.

CITY COUNCIL LIAISON REPORTS

Councilmember Davidson gave a Park report.

- There was a softball conference in Belton this past weekend.
- Season passes to the outdoor waterpark are on sale for Belton, Raymore, and Peculiar residents.
- Swim lessons are available at HBWC.
- Memorial Station is available for rentals.
- Summerfest will be August 21-22 at Memorial Park.

Councilmember VanWinkle gave a Public Safety Sales Tax (PSST) Oversight Committee report. The PSST Committee wrote a report stating the money was dispersed according to the ballot language and objectives were met. The report is on the city website.

MAYOR'S COMMUNICATIONS

There was senior parade last Saturday.

CITY MANAGER'S REPORT

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

June 16, 2020 – Special Meeting

June 23, 2020

July 14, 2020

July 28, 2020

Alexa Barton, City Manager, said there will be a public hearing on June 16. There will be limited seating. Please sign in when you arrive, if you wish to speak.

OTHER BUSINESS

Councilmember Clark asked why some areas are only getting partial new curbing. Mr. Rokos said only the broken curb is getting replaced.

Councilmember Clark asked Carolyn Yatsook, Economic Development Director, if we know the financial impact of having the softball tournament in town. Ms. Yatsook said there is past information on this, and she would provide it to Councilmember.

Mayor Davis said there is no need for the executive session tonight.

Being no further business, Councilmember Clark moved to adjourn at 6:22 p.m. Councilmember Finn seconded. All voted in favor. Meeting adjourned.

Andrea Cunningham, City Clerk

Mayor Jeff Davis

Section VII

B

R2020-26

A RESOLUTION OF THE CITY OF BELTON ADOPTING THE 2020 MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN FOR CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES.

WHEREAS, the City of Belton recognizes the threat that natural hazards pose to people and property within the City of Belton; and

WHEREAS, the City of Belton has participated in the preparation of a multi-jurisdictional local hazard mitigation plan, hereby known as the **2020 Multi-Jurisdictional Hazard Mitigation Plan for Cass, Clay, Jackson, Platte and Ray Counties**, hereafter referred to as the **Plan**, in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the **Plan** identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Belton from the impacts of future hazards and disasters; and

WHEREAS, the City of Belton recognizes that land use and other policies have a major impact on whether people and property are exposed to natural hazards; the City of Belton will endeavor to integrate the **Plan** into the comprehensive and/or strategic planning process; and

WHEREAS, adoption by the City of Belton demonstrates their commitment to hazard mitigation and achieving the goals outlined in the **Plan** and affirms that the **Plan** will be updated no less than every five years; and

WHEREAS, the final draft **Plan** prepared by the Mid-America Regional Council has been reviewed by SEMA and is expected to be approved by FEMA.

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

SECTION 1. That the City of Belton shall participate in the preparation of the multi-jurisdictional local hazard mitigation plan, hereby known as **the 2020 Multi-Jurisdictional Hazard Mitigation Plan**.

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

Duly read and passed this 16th day of June, 2020.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council on the 16th day of June, 2020, and adopted at a regular meeting of the City Council held the 16th day of June, 2020 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT COUNCILMEN:

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



CITY OF BELTON

CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 16, 2020
ASSIGNED STAFF: James R. Person
DEPARTMENT: Police

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

ISSUE/REQUEST: Resolution adopting the 2020 Multi-Jurisdictional Hazard Mitigation Plan for Cass, Clay, Jackson, Platte and Ray Counties.

PROPOSED CITY COUNCIL MOTION:

See Attached.

BACKGROUND: *(including location, programs/departments affected, and process issues)*

The 2020 Multi-Jurisdictional Hazard Mitigation Plan for Cass, Clay, Jackson Platte and Ray Counties has been prepared with input from local government, school district and other community stakeholders and the public. Chief Person prepared Belton responses for the plan with input from other department heads. The draft plan is posted on the Mid-America Regional Council website

<http://www.marc.org/Emergency-Services-9-1-1/MEMC/Activities/2020Hazard-Mitigation-Plan>.

Participating jurisdictions must adopt the plan, which includes an analysis of their jurisdictions' risk to natural hazards and goals and actions that the jurisdictions have identified to take, over the next 5 years, to mitigate impacts from such disasters. Each participating jurisdiction's governing body must adopt the plan prior to its submission to FEMA.

IMPACT /ANALYSIS:

The adoption of this plan is required as part of our participation in MARC MEMC, and as part of our EMPG responsibilities.

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	
Amount Budgeted:	\$
Funding Source:	
Additional Funds	
Funding Source	
Encumbered:	\$
Funds Remaining:	\$

TIMELINE	Start: 7/1/2020	Finish: 6/30/2025
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

STAFF RECOMMENDATION: Approve
OTHER BOARDS & COMMISSIONS ASSIGNED: Date: Action:

Section VII

C

A RESOLUTION FORMALLY ACCEPTING THE BELTON HIGH SCHOOL ADDITION NEW PUBLIC INFRASTRUCTURE OF 720 FEET OF 8" WATER LINE WITH VARIOUS VALVES, TEES, AND BENDS; TWO (2) FIRE HYDRANT ASSEMBLIES; AND ONE (1) SANITARY SEWER MANHOLE INSTALLED INTO THE EXISTING SANITARY SEWER LINE WITH A TWO-YEAR MAINTENANCE BOND IN THE AMOUNT OF \$75,000.00.

WHEREAS, Section 36-111 of the Unified Development Code provides for formal acceptance of public improvements by the City of Belton according to the following:

- (a) Developer shall submit one original on Mylar and four copies of "as built" plans to the City Engineer prior to requesting final acceptance of improvements.
- (b) Upon the determination by the City Council, after consideration of the opinion of the building inspector that there are no defects, deficiencies, or deviations in the improvements, and that all improvements have been installed in conformance with the approved engineering drawings, and with the requirements of these regulations, the City Council shall by resolution or by letter, respectively, formally accept such improvements. The improvements shall become the property of the city council or appropriate utility company involved.
- (1) Maintenance of improvements. Prior to the acceptance by the City of Belton of the improvements required herein, except those improvements required by section 36-108, the subdivider shall provide one of the following to guarantee the improvements against defects in workmanship and materials, and providing for the normal maintenance for the first two years after the date of acceptance of such improvements. Such guarantee shall be in an amount equal to 100 percent of the estimated cost of the improvement.
 - a. Maintenance bond written by a bonding company, or
 - b. Cash deposited in escrow from which the subdivider would be entitled to any interest income, or
 - c. Upon approval of the City Council, a personal surety bond; and

WHEREAS, Belton High School Addition new public infrastructure was installed, inspected, and tested per City of Belton standards including 720 feet of 8" water line with various valves, tees, and bends; two (2) fire hydrant assemblies; and one (1) sanitary sewer manhole installed into the existing sanitary sewer line; and

WHEREAS, the City has received a two-year maintenance bond for the above-mentioned new public infrastructure in the amount of \$75,000; and

WHEREAS, a Permanent Water Line Easement was established to service this water line. It was signed by the Belton School District #124 and was recorded by the Cass County Recorder of Deeds in Book 4505 on Page 74 on June 5, 2020; and

WHEREAS, the City Council believes that the formal acceptance and guarantee of maintenance of this public infrastructure is in the best interest of the City and its water, sewer, and fire protection systems.

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

SECTION 1. That the Belton High School Addition water line, fire hydrants, and sanitary sewer manhole are hereby formally accepted by the City of Belton and shall become the property of the City.

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

Duly read and passed this 16th day of June, 2020.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 16th day of June, 2020, and adopted at a regular meeting of the City Council held the 16th day of June, 2020 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 16, 2020

DIVISION: Public Works Engineering

COUNCIL: ☐ Regular Meeting ☐ Work Session ☒ Special Session

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

ISSUE/RECOMMENDATION:

As is required by Section 36-111 of the Unified Development Code that provides for formal acceptance of public improvements by the City of Belton, this is a procedural item for acceptance of new public infrastructure constructed and completed with the installation of a public water line and sanitary sewer manhole to serve the Belton High School Addition. These public improvements consist of the following:

- 720 feet of 8" water line with various valves, tees, and bends
- Two (2) fire hydrant assemblies
- One (1) sanitary sewer manhole installed into the existing sanitary sewer line

These improvements have been installed, inspected, and tested per City of Belton standards. The City has received a two-year maintenance bond for the above-mentioned public improvements in the amount of \$75,000.00.

A Permanent Water Line Easement was established to service this water line. It was signed by the Belton School District #124 and was recorded with the Cass County Recorder of Deeds in Book 4505 on Page 74 on June 5, 2020.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve and authorize a resolution formally accepting the Belton High School Addition new public infrastructure of 720 feet of 8" water line with various valves, tees, and bends; two (2) fire hydrant assemblies; and one (1) sanitary sewer manhole installed in to the existing sanitary sewer line with a two-year maintenance bond in the amount of \$75,000.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Infrastructure Acceptance Memo with Site Map



CITY OF BELTON – PUBLIC WORKS MEMORANDUM

PUBLIC WORKS

Date: June 5, 2020
To: Greg Rokos, Director of Public Works
From: Ron Raines, Public Works Engineering Technician
Subject: Belton High School Addition Waterline and Sanitary Sewer Manhole
Formal Acceptance

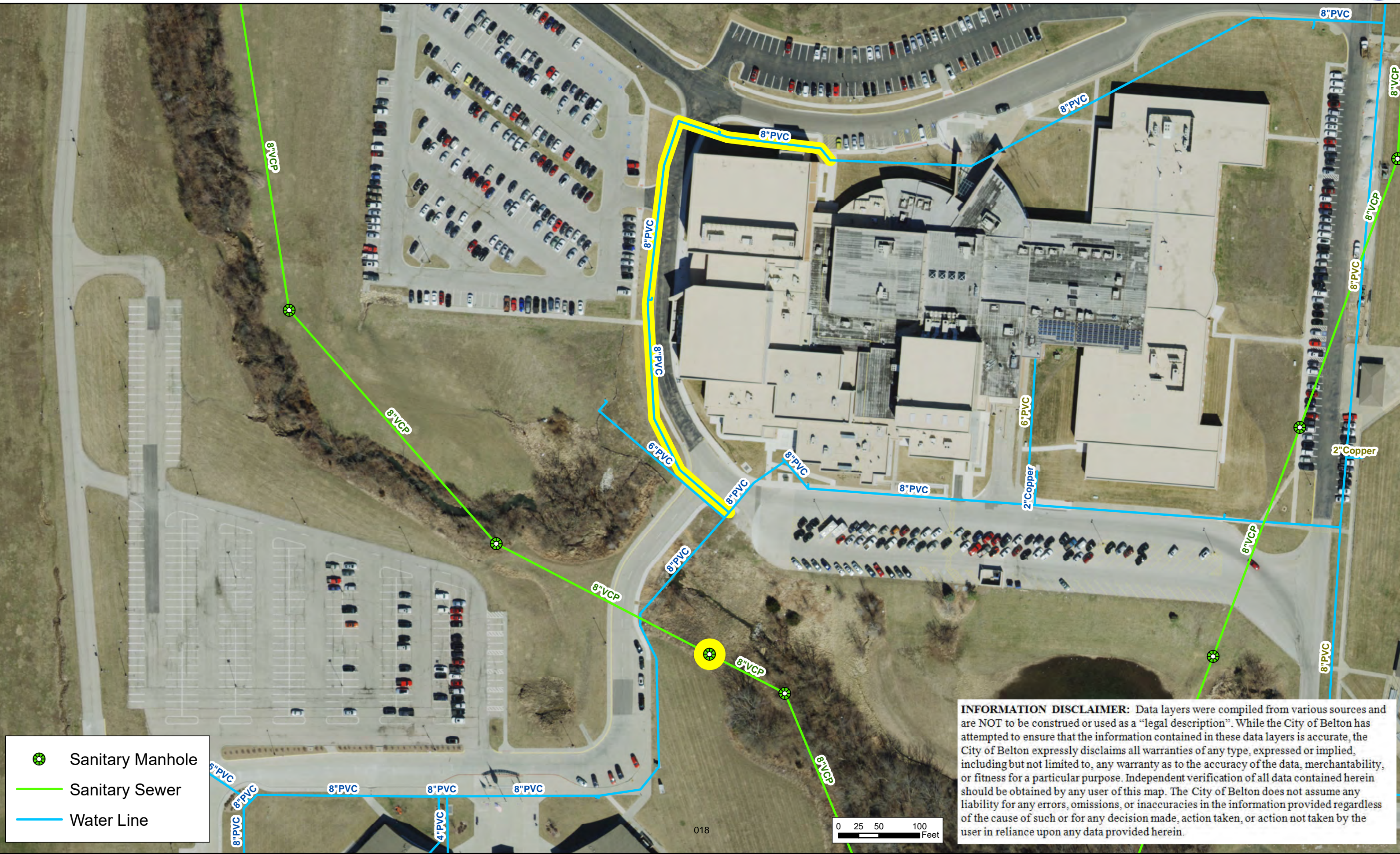
The public water line and sanitary sewer manhole installed to serve the Belton High School Addition is complete. These improvements include 720 feet of 8" water line with various valves, tees, and bends and two (2) fire hydrant assemblies. A Permanent Easement for Water Line was established to service this water line (recorded with Cass County Recorder of Deeds in Book 4505 on Page 74 on June 5, 2020), and the City has received maintenance bonds for the above-mentioned public improvements in the amount of \$75,000.00.


These improvements are ready to be presented to the City Council for formal acceptance by resolution.


Enclosure: Site Map of Improvements




Belton High School Utility Map



 Sanitary Manhole

 Sanitary Sewer

 Water Line

INFORMATION DISCLAIMER: Data layers were compiled from various sources and are NOT to be construed or used as a “legal description”. While the City of Belton has attempted to ensure that the information contained in these data layers is accurate, the City of Belton expressly disclaims all warranties of any type, expressed or implied, including but not limited to, any warranty as to the accuracy of the data, merchantability, or fitness for a particular purpose. Independent verification of all data contained herein should be obtained by any user of this map. The City of Belton does not assume any liability for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such or for any decision made, action taken, or action not taken by the user in reliance upon any data provided herein.

Section VII

D

R2020-28

A RESOLUTION APPROVING CHANGE ORDER NO. 1, NO. 2, NO. 3, AND NO. 4 WITH SUPERIOR BOWEN ASPHALT COMPANY, LLC FOR THE 2020 STREET PRESERVATION PROJECT COOPERATIVE AGREEMENT IN THE AMOUNT OF \$370,764.29.

WHEREAS, In April 2019, the citizens of Belton approved a \$13.5 million-dollar street bond to improve and maintain City streets. On June 25, 2019, the City Council approved an Agreement for the City with Superior Bowen Asphalt Company, LLC (Superior Bowen) (R2019-55) in the amount of \$3,410,688.85 for 2019 street preservation. This Agreement was extended for 2020 street preservation on April 02, 2020 (R2020-12) in the amount of \$5,052,991.25; and

WHEREAS, while Superior Bowen is working in Belton, the Public Works Department requested that Superior Bowen do additional work for the Transportation Division using the Street Preservation Program fund. This work includes milling, paving, and striping a portion of North Scott Avenue and the City Hall parking lot then grading and paving lots on the new Public Works facility. The total costs for all this work is \$293,164.29. Additionally, while working on York Drive, it was discovered that the road subgrade is in a failed condition and will need extra work to produce a quality road that will last. The Public Works Department will have Superior Bowen over excavate the area with bad subgrade and install geogrid and 6 inches of compacted rock before paving. This work will cost \$77,600.00 and will be paid out of the 2020 Street Preservation Project's force account. This change order created for this work will not increase the contract amount; and

WHEREAS, Staff recommends approval of Change Orders No. 1, No. 2, No. 3, and No. 4 with Superior Bowen in the total amount of \$370,764.29. This includes the cost of the North Scott work (\$31,044.82), the City Hall parking lot work (\$24,136.32), and the new Public Works facility work (\$237,983.15) that will be paid out of the Transportation Division's Street Preservation Program fund. The York Drive work (\$77,600.00) will be paid out of the 2020 Street Preservation Program bond fund's force account and will not increase the contract price for 2020 work; and

WHEREAS, the City Council believes that approving Change Orders No. 1, No. 2, No. 3, and No. 4 with Superior Bowen in the total amount of \$370,764.29 is beneficial to the City of Belton because the aforementioned repairs are high priority due to the impact they have on our residents, City Staff, and City operations.

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

SECTION 1. That this resolution approving Change Orders No. 1, No. 2, No. 3, and No. 4 with Superior Bowen Asphalt Company, LLC for the 2020 Street Preservation Program Cooperative Agreement in the amount of \$370,764.29, herein attached and incorporated as **Exhibits A, B, C, and D**, is hereby approved.

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

Duly read and passed this 16th day of June, 2020.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 16th day of June, 2020, and adopted at a regular meeting of the City Council held the 16th day of June, 2020 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON

CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 16, 2020

DIVISION: Public Works/Transportation

COUNCIL: ☐ Regular Meeting ☐ Work Session ☒ Special Session

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

ISSUE/RECOMMENDATION:

In April 2019, the citizens of Belton approved a \$13.5 million-dollar street bond to improve and maintain City streets. On June 25, 2019, the City Council approved a Cooperative Agreement for the City with Superior Bowen Asphalt Company, LLC (Superior Bowen) (R2019-55) in the amount of \$3,410,688.85 for 2019 street preservation. This Agreement was extended for 2020 street preservation on April 02, 2020 (R2020-12) in the amount of \$5,052,991.25. While Superior Bowen is working in Belton, the Public Works Department requested that Superior Bowen do additional work for the Transportation Division using the Street Preservation Program fund. This work includes milling, paving, and striping a portion of North Scott Avenue and the City Hall parking lot then grading and paving lots on the new Public Works facility. The total cost for all this work is \$293,164.29.

Additionally, while working on York Drive, it was discovered that the road subgrade is in a failed condition and will need extra work to produce a quality road that will last. The Public Works Department will have Superior Bowen over excavate the area with bad subgrade and install geogrid and 6 inches of compacted rock before paving. This work will cost \$77,600.00 and will be paid out of the 2020 Street Preservation Project's force account. This change order created for this work will not increase the contract amount.

Staff recommends approval of Change Orders No. 1, No. 2, No. 3, and No. 4 with Superior Bowen in the total amount of \$370,764.29. This includes the cost of the North Scott work (\$31,044.82), the City Hall parking lot work (\$24,136.32), and the new Public Works facility work (\$237,983.15) that will be paid out of the Transportation Division's Street Preservation Program fund. The York Drive work (\$77,600.00) will be paid out of the 2020 Street Preservation Program bond fund's force account and will not increase the contract price for 2020 work. All items are high priority repairs due to the impact they have on our residents, staff, and operations.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Consultant:	Superior Bowen Asphalt Company, LLC	
Amount of Request/Contract	\$	77,600.00
Amount Budgeted	\$	13.5 million (minus bond issuance fees to be determined)
Funds Remaining	\$	5,036,319.90 Street Preservation Program Bond Fund
Funding Source	445-5318-495-7117	
Additional Funds	\$	293,164.29
Amount Budgeted	\$	750,000.00 Transportation Division's Street Preservation Fund
Funding Source:	225-0000-495-7300 ST2102	
Funds Remaining:	\$	456,835.71

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving Change Orders No. 1, No. 2, No. 3, and No. 4 with Superior Bowen for the 2020 Street Preservation Project Cooperative Agreement in the amount of \$370,764.29.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Exhibit A – Change Order No. 1 with Superior Bowen

Exhibit B – Change Order No. 2 with Superior Bowen

Exhibit C – Change Order No. 3 with Superior Bowen

Exhibit D – Change Order No. 4 with Superior Bowen



CHANGE ORDER NO. 1

Contract Number 19-003/225-000-495-7300 – FY2021 Extension

Project Title 2020 Street Preservation Project

Effective Date: _____

Ordinance / Resolution No: R2020-12



To CONTRACTOR Superior Bowen Asphalt Company, LLC

The Contract is changed as follows: Authorization is given to add 2" milling and overlaying of approximately 490' of North Scott Avenue, starting at MoDOT right of way of 58 Highway. This work will cost \$31,044.82 and will be paid for by the Transportation Division's Street Preservation Program.

Not valid until signed by the OWNER.

The original Contract Price was \$5,052,991.25
 Net change by previously authorized Change Orders \$-
 The Contract Price prior to this Change Order was \$
 The Contract Price will be **increased** by \$
 The new Contract Price including this Change Order will be \$
 The Contract Times will be changed by days
 The date of Final Completion as of the date of this Change Order therefore is

****IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY SURETY OF ANY CHANGE ORDERS. IF APPLICABLE, CITY WILL NEED A COPY OF THE BOND RIDER FOR ANY INCREASE IN CONTRACT AMOUNT.****

CONTRACTOR:	By: 	Date: <u>6-5-20</u>
PUBLIC WORKS DEPARTMENT:	By: 	Date: <u>6/10/2020</u>
CITY MANAGER:	By: _____	Date: _____



CHANGE ORDER NO. 2

Contract Number 19-003/225-000-495-7300 – FY2021 Extension

Project Title 2020 Street Preservation Project

Effective Date: _____

Ordinance / Resolution No: R2020-12


To CONTRACTOR Superior Bowen Asphalt Company, LLC

The Contract is changed as follows: Authorization is given to add 2" milling and overlaying of the parking lot behind City Hall. Authorization is also given to restripe the parking lot. This work will cost a total of \$ 24,136.32 . This change order will be paid out of the Transportation Division's Street Preservation Program.

Not valid until signed by the OWNER.

The original Contract Price was \$5,052,991.25
Net change by previously authorized Change Orders \$
The Contract Price prior to this Change Order was \$
The Contract Price will be **increased** by \$
The new Contract Price including this Change Order will be \$
The Contract Times will be changed by days
The date of Final Completion as of the date of this Change Order therefore is

****IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY SURETY OF ANY CHANGE ORDERS. IF APPLICABLE, CITY WILL NEED A COPY OF THE BOND RIDER FOR ANY INCREASE IN CONTRACT AMOUNT.****

CONTRACTOR:	By: 	Date: <u>6-5-20</u>
PUBLIC WORKS DEPARTMENT:	By: 	Date: <u>6/10/2020</u>
CITY MANAGER:	By:	Date:



CHANGE ORDER NO. 3

Contract Number 19-003/225-000-495-7300 – FY2021 Extension

Project Title 2020 Street Preservation Project

Effective Date: _____

Ordinance / Resolution No: R2020-12



To CONTRACTOR Superior Bowen Asphalt Company, LLC

The Contract is changed as follows: Authorization is given to preform additional work to repair the subgrade of York Drive. This work will include pavement demolition, excavation to a 12" total depth, and installation of 6" if MoDOT Type 5 aggregate base. The cost for this work will be \$77,600.00 and will be paid out of the force account as a no-cost change order.

Not valid until signed by the OWNER.

The original Contract Price was	\$5,052,991.25
Net change by previously authorized Change Orders	\$-
The Contract Price prior to this Change Order was	\$ _____
The Contract Price will be increased by	\$ _____
The new Contract Price including this Change Order will be	\$ _____
The Contract Times will be changed by	_____ days
The date of Final Completion as of the date of this Change Order therefore is	_____

****IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY SURETY OF ANY CHANGE ORDERS. IF APPLICABLE, CITY WILL NEED A COPY OF THE BOND RIDER FOR ANY INCREASE IN CONTRACT AMOUNT.****

CONTRACTOR:	By: 	Date: <u>6-5-20</u>
PUBLIC WORKS DEPARTMENT:	By: 	Date: <u>6/20/2020</u>
CITY MANAGER:	By:	Date:



CHANGE ORDER NO. 4

Contract Number 19-003/225-000-495-7300 – FY2021 Extension

Project Title 2020 Street Preservation Project

Effective Date: _____

Ordinance / Resolution No: R2020-12

To CONTRACTOR Superior Bowen Asphalt Company, LLC

The Contract is changed as follows: Authorization is given to preform additional work to grade and pave parking lots at the new Public Works Facility. This work will include grading of existing aggregate base and millings, and the paving of approximately 10,000 square yards with varying thicknesses of asphalt. The cost for this work will be \$237,983.15 and will be paid out of the Transportation Division's Street Preservation Program.

Not valid until signed by the OWNER.

The original Contract Price was \$5,052,991.25

Net change by previously authorized Change Orders \$-

The Contract Price prior to this Change Order was \$ _____


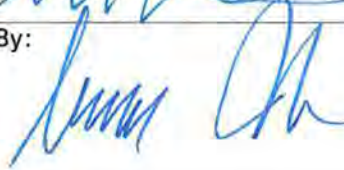
The Contract Price will be **increased** by \$ _____

The new Contract Price including this Change Order will be \$ _____

The Contract Times will be changed by _____ days

The date of Final Completion as of the date of this Change Order therefore is _____

****IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY SURETY OF ANY CHANGE ORDERS. IF APPLICABLE, CITY WILL NEED A COPY OF THE BOND RIDER FOR ANY INCREASE IN CONTRACT AMOUNT.****

<u>CONTRACTOR:</u>	By: 	Date: <u>6-8-2020</u>
<u>PUBLIC WORKS DEPARTMENT:</u>	By: 	Date: <u>6/8/2020</u>
<u>CITY MANAGER:</u>	By: _____	Date: _____

Section IX

A

AN ORDINANCE APPROVING AN AMENDMENT TO THE CITY'S ZONING MAP FROM C-2 (GENERAL COMMERCIAL) DISTRICT TO R-3A PLANNED UNIT DEVELOPMENT DISTRICT, FOR 11.64 ACRES OF THE PARCEL LOCATED ON THE SOUTH SIDE OF 163RD STREET, MIDWAY BETWEEN MARKEY PARKWAY AND GIVAN AVENUE, BELTON, CASS COUNTY, MISSOURI.

WHEREAS, a request was submitted to rezone 11.64 acres of the parcel located on the South side of 163rd Street, midway between Markey Parkway and Givan Avenue, more specifically described in **Exhibit A** attached hereto and incorporated as if fully set forth herein, from a C-2 (General Commercial) District to R-3A Planned Unit Development District; and

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

WHEREAS, after due public notice in the manner prescribed by law, a public hearing was held before the Belton Planning Commission on June 8, 2020 in accordance with Missouri law and the provisions of the Unified Development Code Section 20-2- Procedure for Zoning Map and Text Amendments; and

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

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

WHEREAS, the City Council believes it is in the best interest of the City to rezone this tract of land to R-3A Planned Unit Development District.

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

Section 1. That the City Council of the City of Belton hereby concurs with the recommendation of the Planning Commission and approves the rezoning of the subject property more specifically described in **Exhibit A** attached hereto and incorporated as if fully set forth herein, from C-2 (General Commercial) District to R-3A Planned Unit Development District.

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

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

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

READ FOR THE FIRST TIME: JUNE 16, 2020

READ FOR THE SECOND TIME AND PASSED:

Approved this _____ day of _____, 2020.

Mayor Jeff Davis

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 16th day of June, 2020, and thereafter adopted as Ordinance No. 2020-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2020, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 16, 2020

DIVISION: Planning and Building Department

COUNCIL: ☐ Regular Meeting ☐ Work Session ☒ Special Session

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

ISSUE/RECOMMENDATION:

An amendment to the City's Zoning Map from a C-2 (General Commercial) District to an R-3A Planned Unit Development District for 11.64 acres of the property located on the South side of 163rd Street, midway between Markey Parkway and Givan Avenue.

BACKGROUND:

On June 8, 2020, the Planning Commission approved a rezoning and related Preliminary Development Plan to permit the development of the Northpoint Apartments, consisting of 322 units in six buildings on 11.64 acres.

This application was filed to rezone the existing C-2 General Commercial District along 163rd Street to a R-3A Planned Unit Development District. The R-3A district is intended for multiple-family residential development adjacent to arterial streets, to serve as a transition from commercial development to lower density residential development.

The applicant believes the property is well suited for multi-family development. The development will provide luxury rental units that will offer new housing choices for residents of Belton and surrounding communities. The location is on an arterial street with nearby highway access. Development of the site will help support existing retail and nearby employment centers.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission convened a public hearing on June 8, 2020. At the conclusion of the public hearing, the Planning Commission recommended approval with conditions, of the rezoning from C-2 (General Commercial) District to R-3A Planned Unit Development District. The Planning Commission vote was 6 to 1 in support of the application.

LIST OF REFERENCE DOCUMENTS ATTACHED:

1. Preliminary Development Plan- 13 pages
2. Exterior Elevations/Building Perspective- 4 pages
3. Interior Photographs
4. Area Map

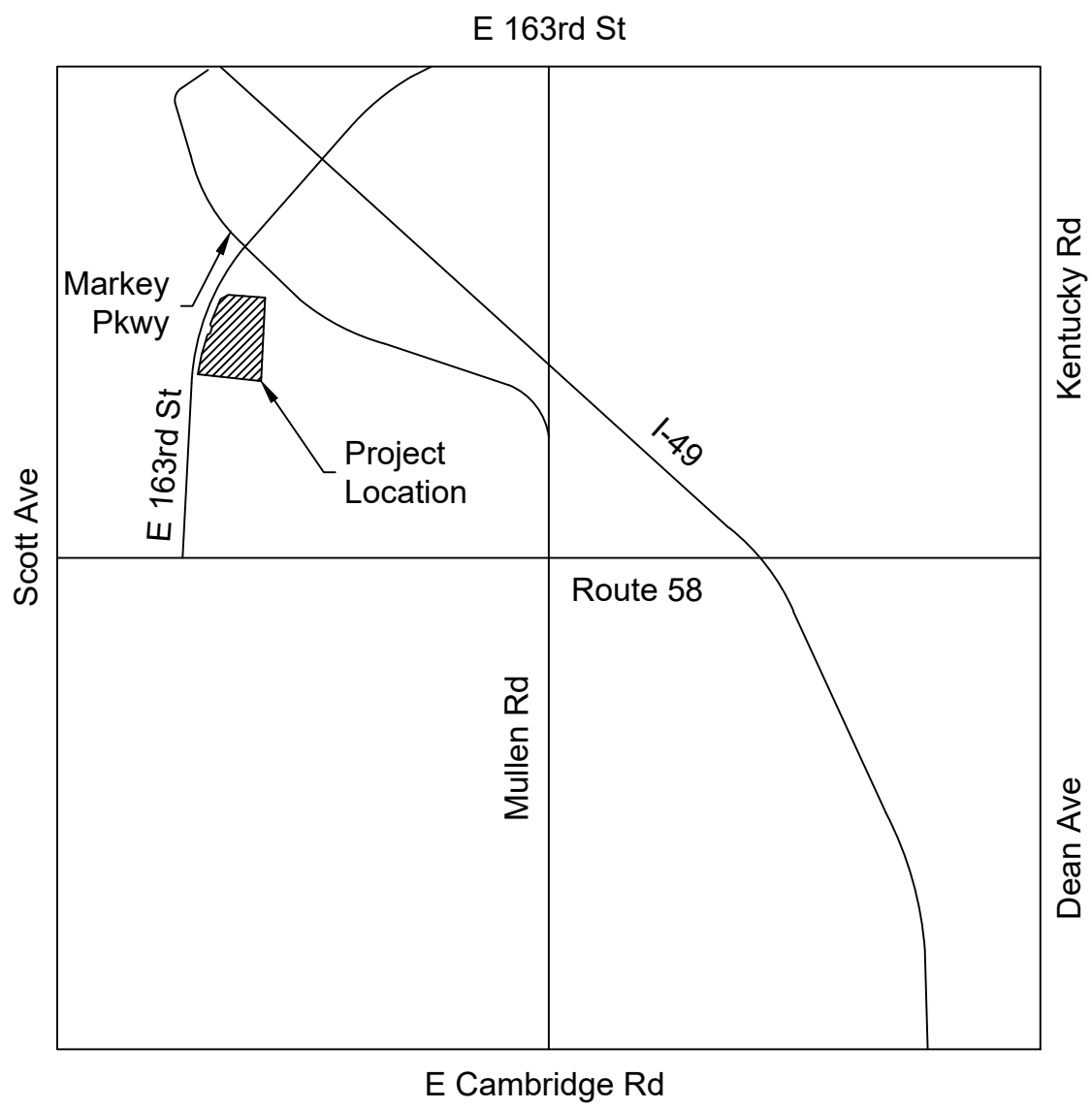
EXHIBIT A

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

COMMENCING at the Northeast Corner of the Southwest Quarter of said Section 12; thence North 85°45'50" West, along the North Line of said Southwest Quarter, a distance of 526.29 feet to the true POINT OF BEGINNING of land being described; thence South 02°44'16" West, a distance of 778.52 feet; thence South 73°10'56" West, a distance of 342.26 feet; thence North 81°54'30" West, a distance of 361.63 feet to a point on the Easterly Right-of-Way Line of Missouri State Route "Y", as it now exists; thence northerly and northeasterly along said Right-of-Way Line and being along a curve to the right, said curve having a radius of 2799.93 feet, a chord which bears North 10°15'41" East, a chord distance of 211.77 feet, and an arc length of 211.82 feet to the Southerly Most Corner of that certain parcel of land conveyed by such RIGHT OF WAY DEDICATION – GENERAL WARRANTY DEED to the City of Belton as filed March 15, 2011 and recorded in Cass County Missouri Records Office in Book 03439 at Page 0585; thence along the Easterly Line of said RIGHT OF WAY DEDICATION – GENERAL WARRANTY DEED for the following five (5) courses; thence North 18°49'04" East (Measured), (North 18°55'39" East (Deed)), a distance of 84.39 feet; thence northeasterly along a curve to the right, said curve having a radius of 2796.60 feet, a chord which bears North 15°33'38" East, a chord distance of 141.55 feet, and an arc length of 141.57 feet; thence North 61°03'09" East, a distance of 34.33 feet; thence North 18°05'07" East, a distance of 67.25 feet; thence North 32°53'28" West, a distance of 39.99 feet to a point on said Easterly Right-of-Way Line of Missouri State Route "Y", as it now exists; thence northeasterly along said Easterly Right-of-Way Line and being along a non-tangent curve to the right, said curve having a radius of 2799.93 feet, a chord which bears North 22°27'39" East, a chord distance of 292.78 feet, and an arc length of 292.91 feet; thence North 60°55'39" East, along said Easterly Right-of-Way Line, a distance of 94.25 feet to a point on said North Line of said Southwest Quarter of said Section 12, said point also being the Southwest Corner of Lot 1, ASPEN DENTAL BELTON, a subdivision of land in said City of Belton; thence South 85°45'50" East, along said North Line and also being along the South Line of said Lot 1, ASPEN DENTAL BELTON, a distance of 397.56 feet to the Point of Beginning;

Containing 507,374 square feet, or 11.648 acres, more or less.

May 21, 2020-9:10am
Z:\RIC Design\2020-0119\DWG\Sheets\PDFs\20-0119_PDTL\01.dwg



LOCATION MAP
S12 T46N R33W
Scale 1" = 2000'

Site Benchmark & Control:

BM: JE0179 Brass Disk Stamped H 256
N: 958207.284
E: 2789150.692
Elevation: 1075.414

CONTROL POINT A:
Storm Box With an X etched into the Lid
N: 966376.565
E: 2781666.66
Elevation: 1064.197

CONTROL POINT B:
Storm Box With an X etched into the Lid
N: 966168.374
E: 2781606.582
Elevation: 1068.992

Floodplain Note:

According to the F.E.M.A. Flood Insurance Rate Map Number 29037C0009F, effective January 2nd, 2013, this tract graphically lies in: Zone X, Area of Minimal Flood Hazard.

Legal Description:

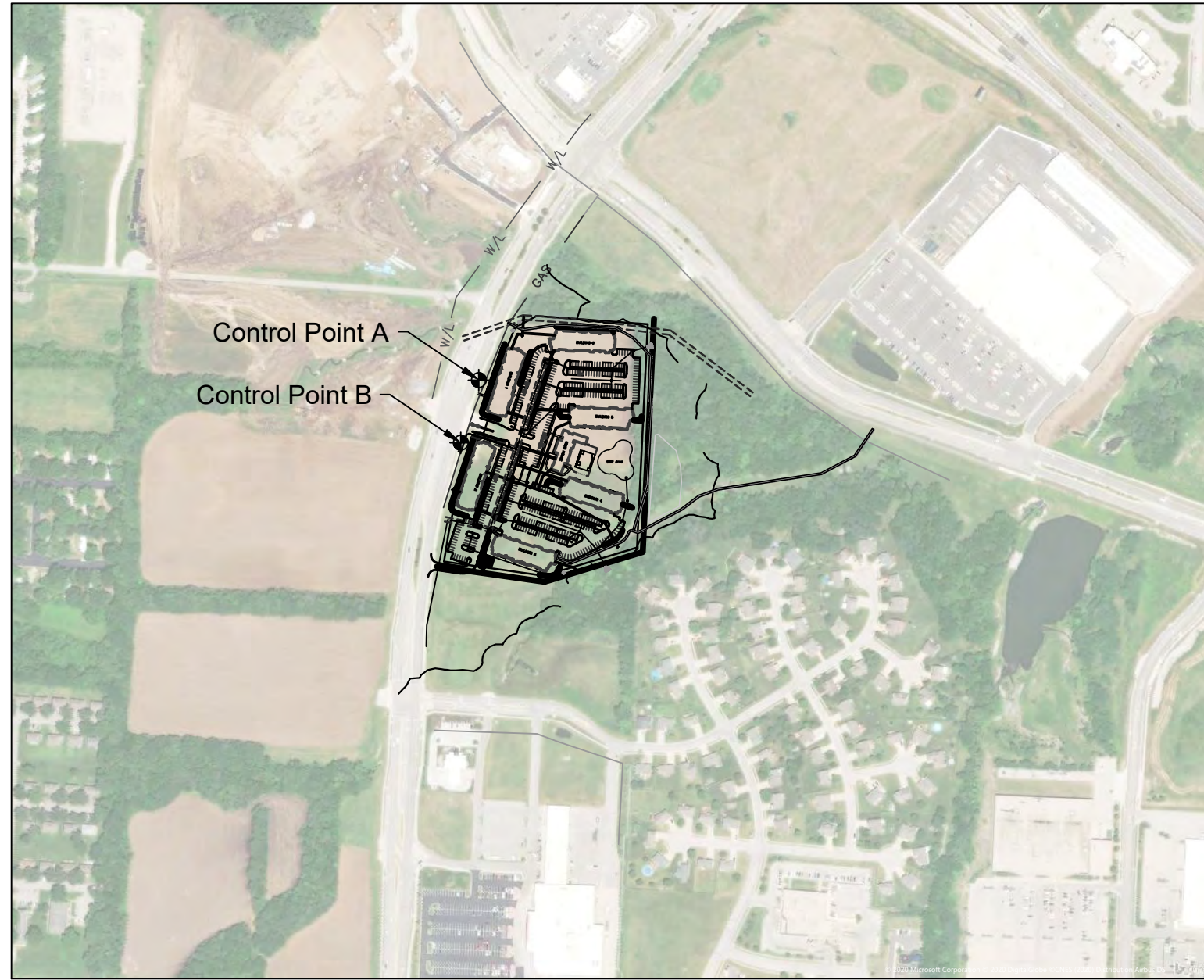
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Containing 507,374 square feet, or 11.648 acres, more or less.

Preliminary Development Plans For Northpoint Belton Apartment Complex

Belton, Cass, Missouri
Total Project Area: 11.64 Acres



LEGEND

	Existing Section Line		Proposed Right-of-Way
	Existing Right-of-Way Line		Proposed Property Line
	Existing Lot Line		Proposed Lot Line
	Existing Easement Line		Proposed Easement
	Existing Curb & Gutter		Proposed Curb & Gutter
	Existing Sidewalk		Proposed Sidewalk
	Existing Storm Sewer		Proposed Storm Sewer
	Existing Storm Structure		Proposed Storm Structure
	Existing Waterline		Proposed Fire Hydrant
	Existing Gas Main		Proposed Waterline
	Existing Sanitary Sewer		Proposed Sanitary Sewer
	Existing Sanitary Manhole		Proposed Sanitary Manhole
	Existing Contour Major		Proposed Contour Major
	Existing Contour Minor		Proposed Contour Minor
	Utility Easement		Future Curb and Gutter
	Sanitary Sewer Easement		Access Easement
	Drainage Easement		Temporary Easement

OWNER:
Northpoint Development
Brad Haymond
4825 NW 41st Street, Suite 500
Riverside, MO 64150
(816)860-4990

ARCHITECT:
Rosemann & Associates
Gabe Vogl, NCARB, RA
1526 Grand Blvd.
Kansas City, MO 64108
(816)472-1448

ENGINEER:
RIC
Rick Sluttter, PE
1815 McGee St, #200
Kansas City, MO 64108
(816) 800-0950

LANDSCAPE ARCHITECT:
RIC
Andy Gabbert, PLA
8653 Penrose Ln.
Lenexa, KS 66219
(816) 800-0950

SURVEYOR:
RIC
Brent Thompson, PS
132 Abbie Ave.
Kansas City, Kansas, 66103
(816) 800-0950

Sheet List Table	
Sheet Number	Sheet Title
C01	Title Sheet
C02	Existing Conditions
C03	General Layout
C04	Grading Plan
C05	Drainage Map
C06	Site Utility Plan
C07	Preliminary Storm Layout
C08	BMP Plan
C09	Erosion Control Plan Phase I
C10	Erosion Control Plan Phase II
C11	Erosion Control Plan Phase III
L01	Overall Landscape Plan
L02	Notes and Details

GENERAL NOTES

- All work in public easements and right of way and all erosion control work must comply with the latest edition of the Technical Provisions & Standard Drawings for Roads and Sewers, of the City of Belton, Cass, Missouri. If any general notes conflict with the Technical Provisions & Standard Drawings for Roads and Sewers, of the City of Belton, the City of Belton's standards shall override.
- The contractor shall provide evidence that his insurance meets the requirements of the City of Belton.
- All traffic control shall be in conformance with the Manual of Uniform Traffic Control Devices (MUTCD).
- The contractor is responsible for the protection of all property corners and section corners. Any property corners and/or section corners disturbed or damaged by construction activities shall be reset by a Registered Land Surveyor licensed in the State of Missouri, at the contractor's expense.
- The contractor shall be responsible for the restoration of the right-of-way and for damaged improvements such as curbs, driveways, sidewalks, street light and traffic signal junction boxes, traffic signal loop lead ins, signal poles, irrigation systems, etc. Damaged improvements shall be repaired in conformance with the latest City standards and to the City's satisfaction.
- The contractor is responsible for providing erosion and sediment control BMPs to prevent sediment from reaching paved areas, storm sewer systems, drainage courses and adjacent properties. In the event the prevention measures are not effective, the contractor shall remove any debris, silt, or mud and restore the right-of-way, or adjacent properties to original or better condition.
- The contractor shall sod all disturbed areas within the public street right-of-way unless otherwise noted on the plans or if specific written approval is granted by the City.
- All public street sidewalk ramps constructed will be required to comply with the Americans with Disabilities Act (ADA) and Belton, Missouri sidewalk details.
- Excavation for utility work in public street right-of-way requires a Right-of-Way Work Permit from the Public Works Department, in addition to all other permits.
- All work shall be confined within easements and/or construction limits as shown on the plans.
- Curb stakes and hubs shall be provided at all high points, low points, ADA ramp openings, and on each side of all curb inlets when setting string line.
- Any existing and/or temporary storm sewer pipes and box culverts to be abandoned in place shall be grouted using a slurry grout mixture meeting a 7-day compressive strength of 100-150 psi. The slurry grout mixture of fly ash, cement, fine aggregate, forming agents and water shall be approved by the City and shall possess adequate flow characteristics to fill all voids.
- All existing utilities indicated on the drawings are according to the best information available to the engineer; however, all utilities actually existing may not be shown. The contractor shall be responsible for contacting all utility companies for an exact field location of each utility prior to any construction. All utilities, shown and un-shown, damaged through the negligence of the contractor shall be repaired or replaced by the contractor at his expense.
- The contractor will be responsible for all damages to existing utilities, pavement, fences, structures, and other features not designated for removal. The contractor shall repair all damages at his expense.
- By use of these construction documents the contractor hereby agrees that he shall be solely responsible for the safety of the construction workers and the public. The contractor agrees to hold the engineer and owner harmless for any and all injuries, claims, losses, or damages related to the project.
- The contractor will be responsible for providing all signage, barricades, lighting, etc., as required for temporary traffic control during the construction of this project. Maintenance of the temporary traffic control devices will be the contractor's responsibility. All traffic control in conduction with construction in the right-of-way shall be in conformance with the City Traffic Control Requirements.
- Geogrid, footings, or other elements of retaining wall(s) cannot encroach into the right of way, public easements, or adjacent private property.
- All building and life safety issues shall comply with the 2006 International Fire Code and local amendments as adopted by Belton, Missouri.
- Contractor shall be responsible for obtaining all permits including land disturbance, right-of-way, hauling, etc., with Public Works prior to construction.
- Contractor shall restore all disturbed right-of-way upon project completion.
- Prior to construction, contractor shall install pre-construction erosion control measures.
- The Architect shall be responsible for specifying retaining wall block type and color. The contractor shall be responsible for structural design of retaining walls. All retaining wall design shall be completed by a registered engineer in the State of Missouri. Black Aluminum Fencing shall be placed on all walls with a height over 30". Modular block walls shall be of color and finish to be compatible with the building material.
- Submission requirements and contents listed in the City of Belton, Mo Unified Development Ordinance Section 20-5 have been incorporated into this Preliminary Development Plan.

Sheet

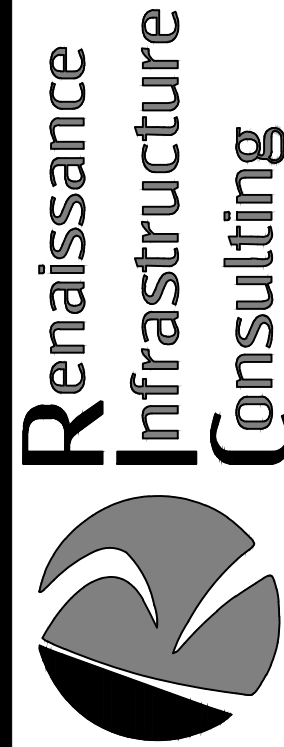
C01

Preliminary Development Plans

20-0119

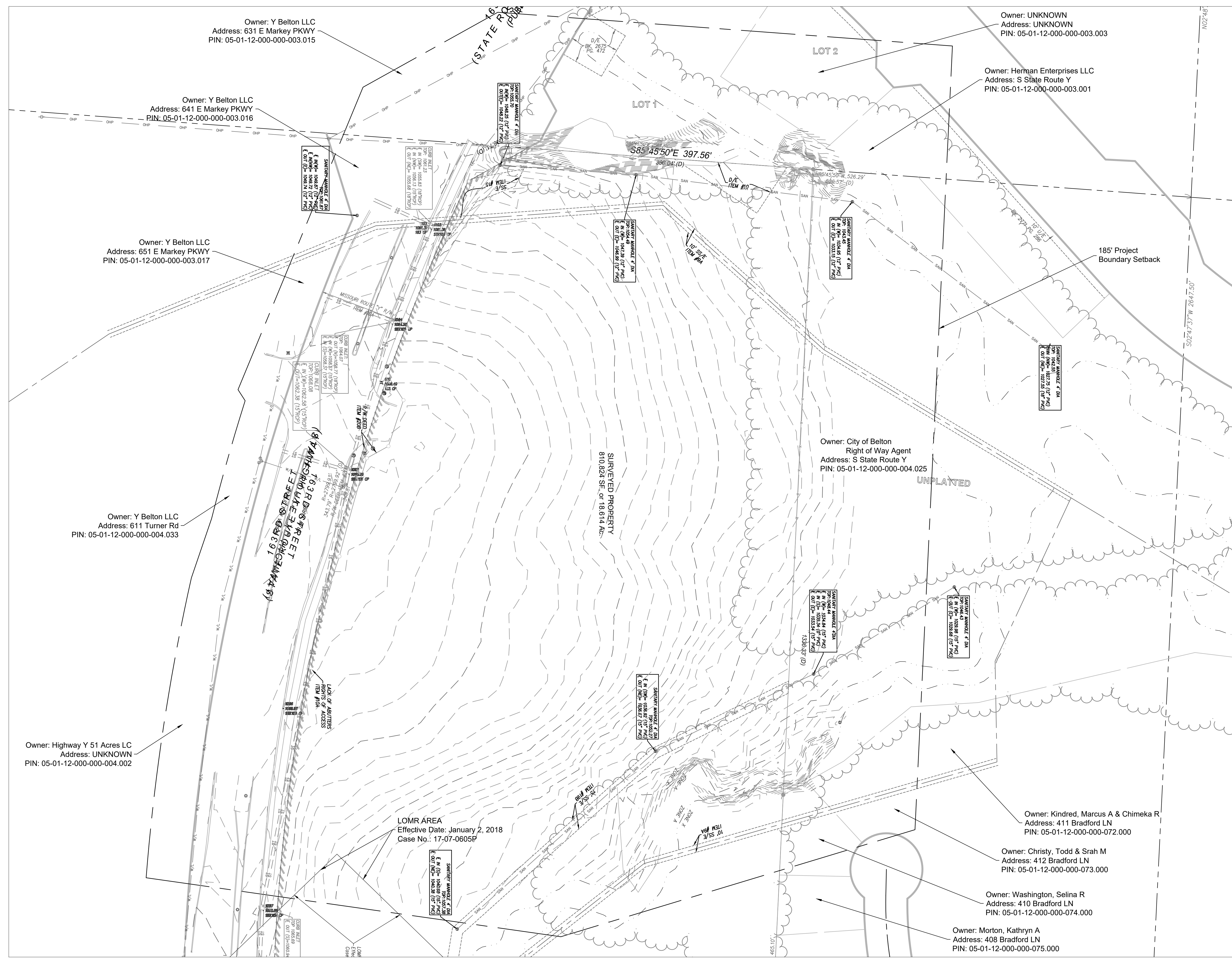
Northpoint Belton Apartment Complex
Belton, Cass County, Missouri

Title Sheet



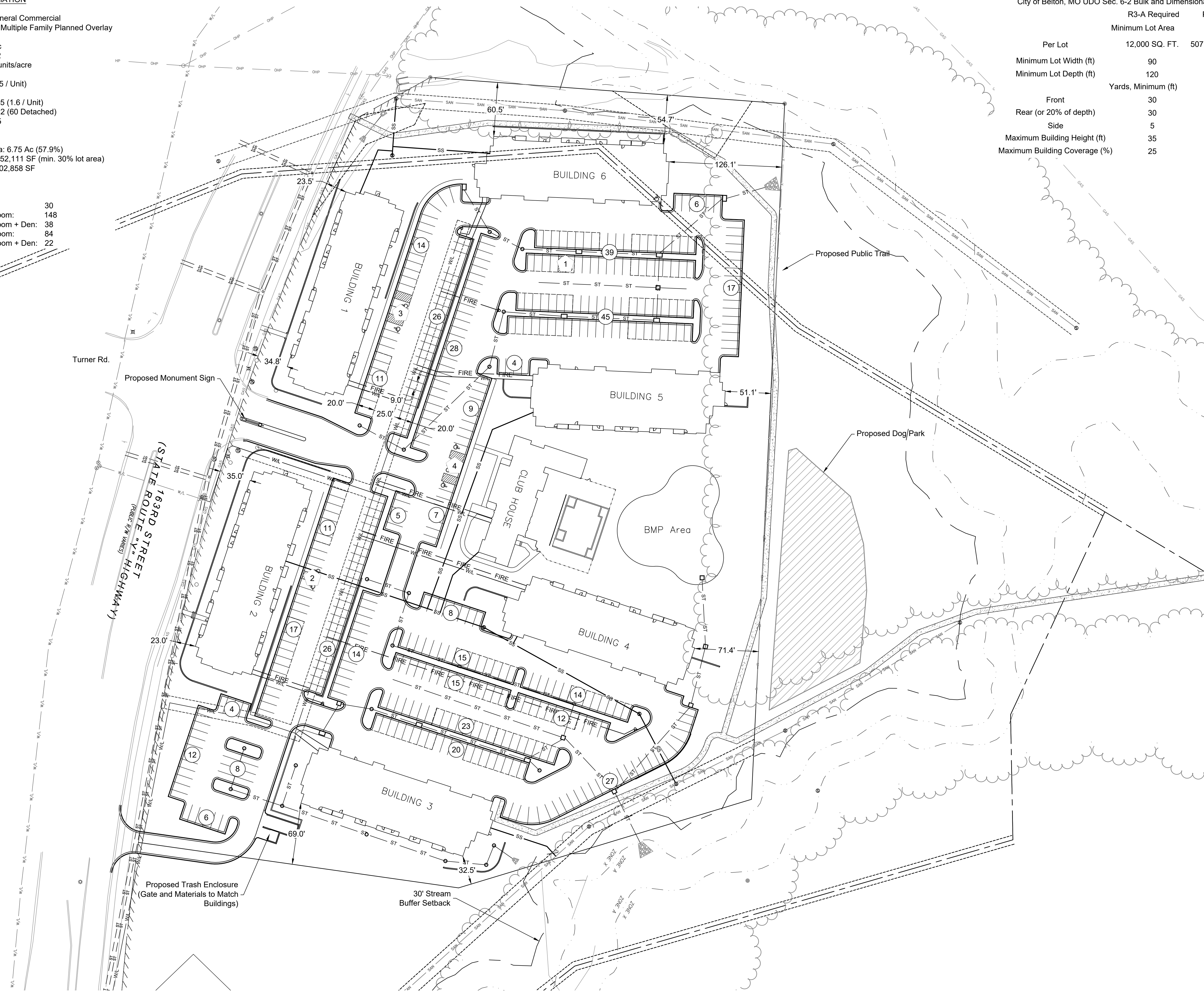

1815 MCCOE STREET, SUITE 200
KANSAS CITY, MISSOURI 64108
816-800-0950
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MO Certificate of Authority: E-2010033630

[illegible]

Studio:	30
One Bedroom One Bathroom:	148
One Bedroom One Bathroom + Den:	38
Two Bedroom Two Bathroom:	84
Two Bedroom Two Bathroom + Den:	22

City of Belton, MO UDO Sec. 6-2 Bulk and Dimensional Standards Table			
	R3-A Required	Proposed	Exception
Minimum Lot Area			
Per Lot	12,000 SQ. FT.	507,038 SQ. FT.	NO
Minimum Lot Width (ft)	90	845	NO
Minimum Lot Depth (ft)	120	398	NO
Yards, Minimum (ft)			
Front	30	20	YES
Rear (or 20% of depth)	30	30	NO
Side	5		
Maximum Building Height (ft)	35	41'-6"	YES
Maximum Building Coverage (%)	25	18	NO

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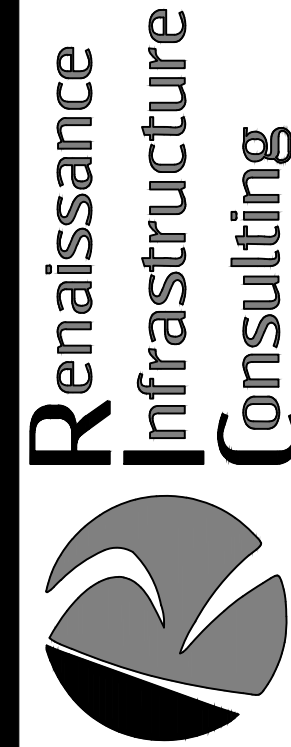
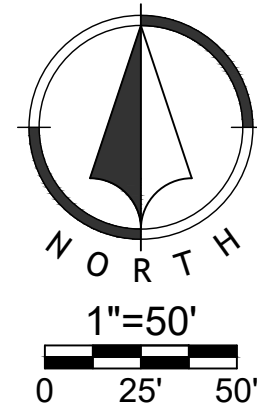
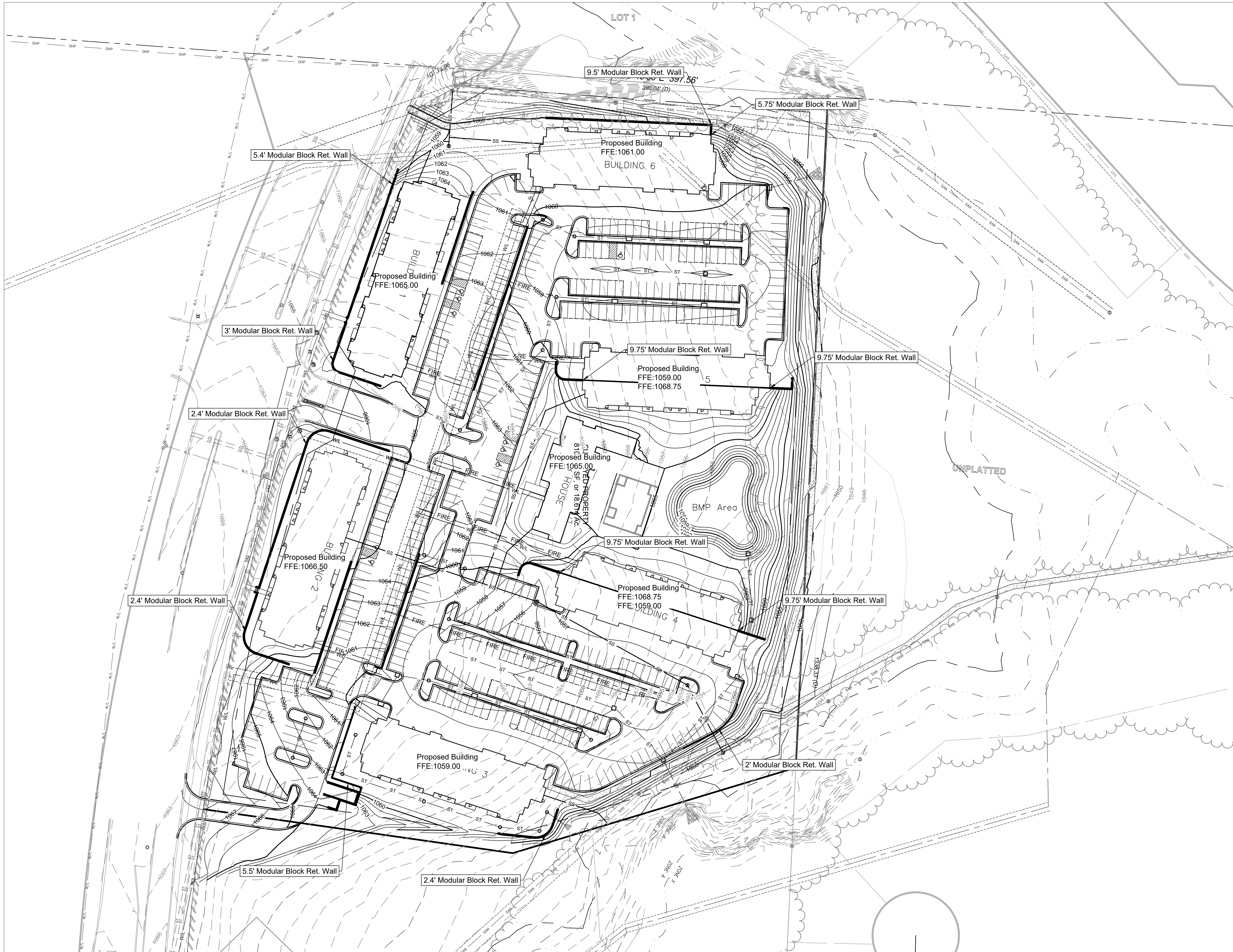
**Renaissance
Infrastructure
Consulting**

816.800.0950
WWW.RIC-CONSULT.COM

1815 MCCOE STREET, SUITE, 200
KANSAS CITY, MISSOURI 64108

MO Certificate of Authority: E-210033630

May 20, 2020-10:02am
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1815 MCCOE STREET, SUITE 200
KANSAS CITY, MISSOURI 64108
816.800.0950
WWW.RIC-CONSULT.COM

MO Certificate of Authority: E-2010033630

NO.	BY	DATE	REVISION
2	JCD	MES 05/22/20	Per City Comments
1	TCD	MES 04/09/2020	Revising PDP Submittal

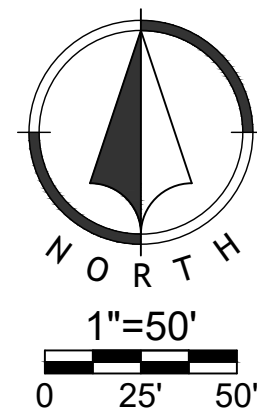
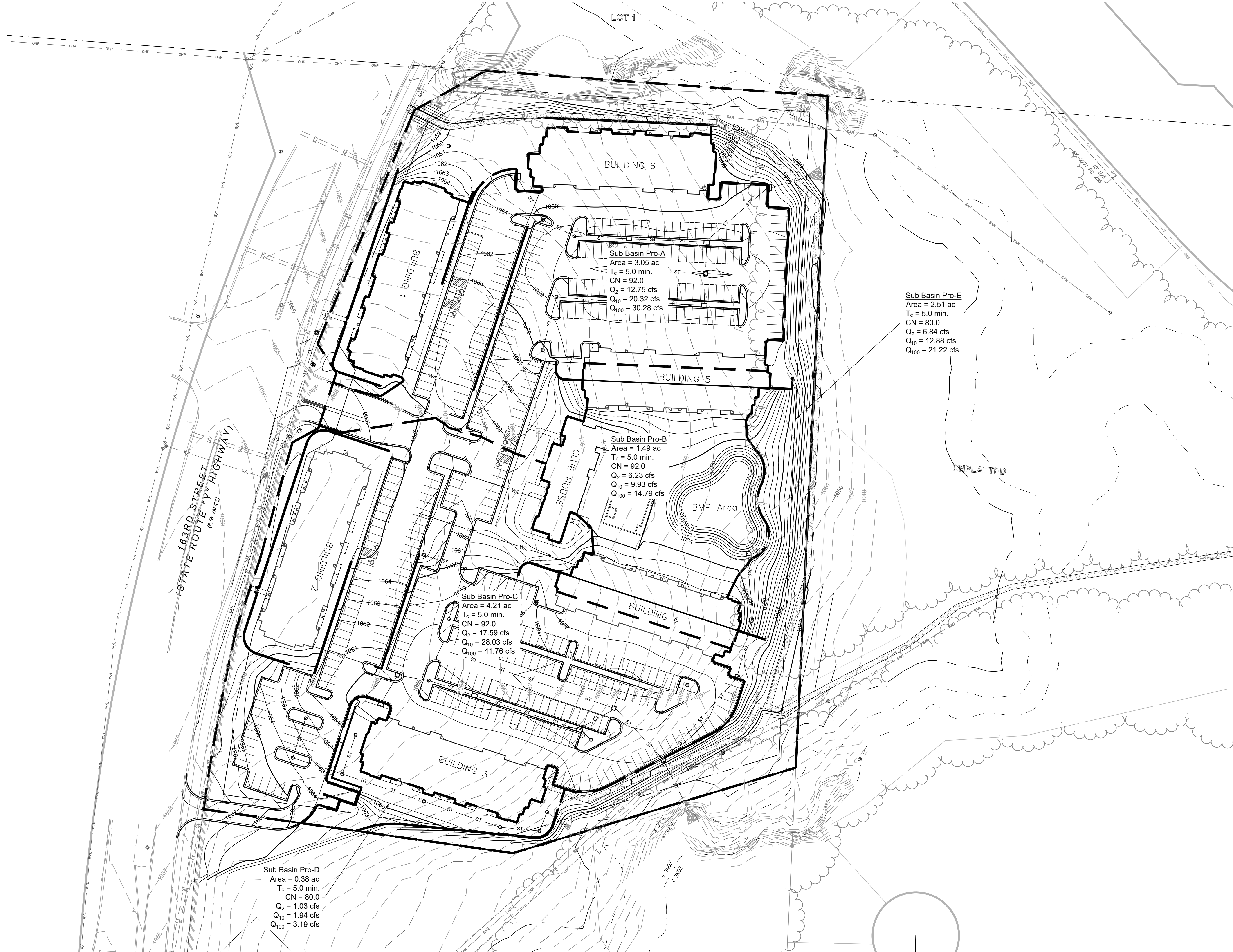
Grading Plan

Preliminary Development Plans

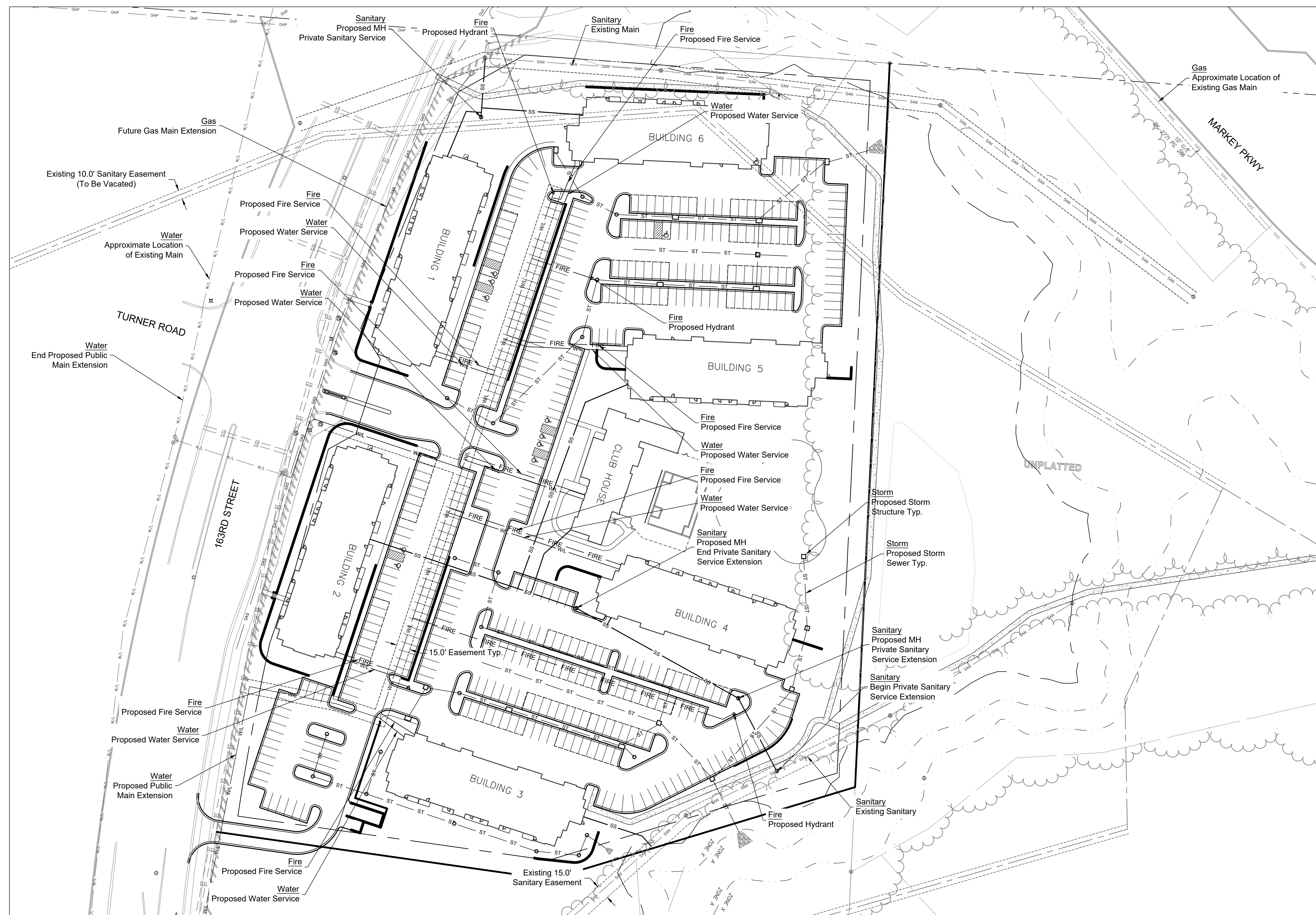
20-0119

Northpoint Belton Apartment Complex
Belton, Cass County, Missouri

Sheet
C04



NO.	BY	DATE	REVISION
2	JCD	MES 05/22/20	Per City Comments
1	TCD	MES 04/09/2020	Revising PDP Submittal

[illegible]

LEGEND

- _____ WL _____ Proposed Main Extension
 _____ FIRE _____ Proposed Fire Service
 _____ WL _____ Proposed Water Service
 _____ SS _____ Proposed Sanitary Service
 _____ ST _____ Proposed Storm Sewer



1"=50'

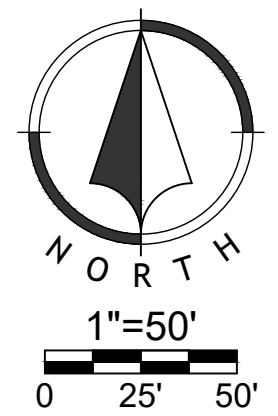
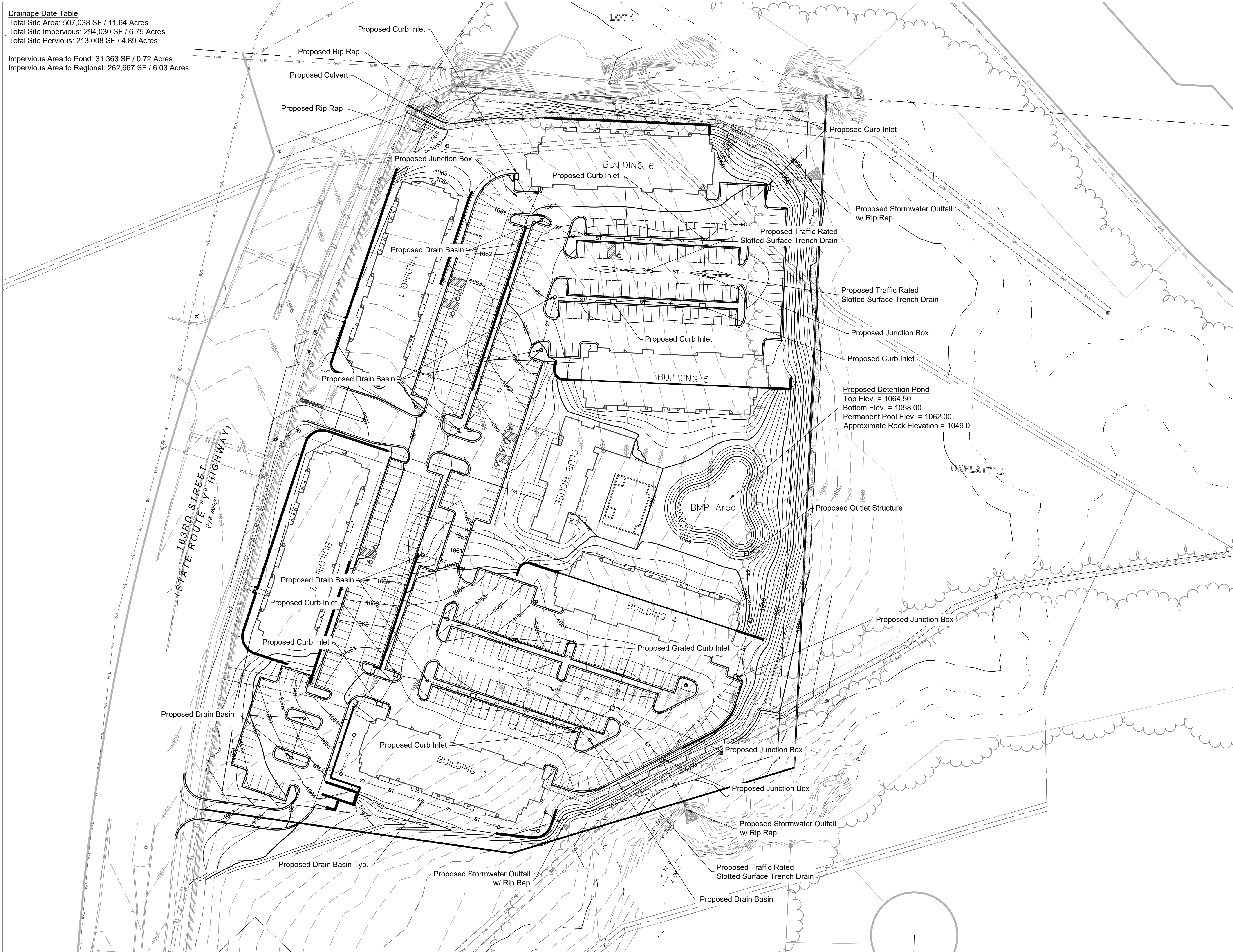
0 25'

— Connect to Existing Waterline

-Effective Date: January 2
Case No.: 17-07-0605P

Drainage Date Table
Total Site Area: 507,038 SF / 11.64 Acres
Total Site Impervious: 294,030 SF / 6.75 Acres
Total Site Pervious: 213,008 SF / 4.89 Acres

Impervious Area to Pond: 31,363 SF / 0.72 Acres
Impervious Area to Regional: 262,667 SF / 6.03 Acres



Sheet
C07

Preliminary Development Plans
20-0119
Northpoint Belton Apartment Complex
Belton, Cass County, Missouri

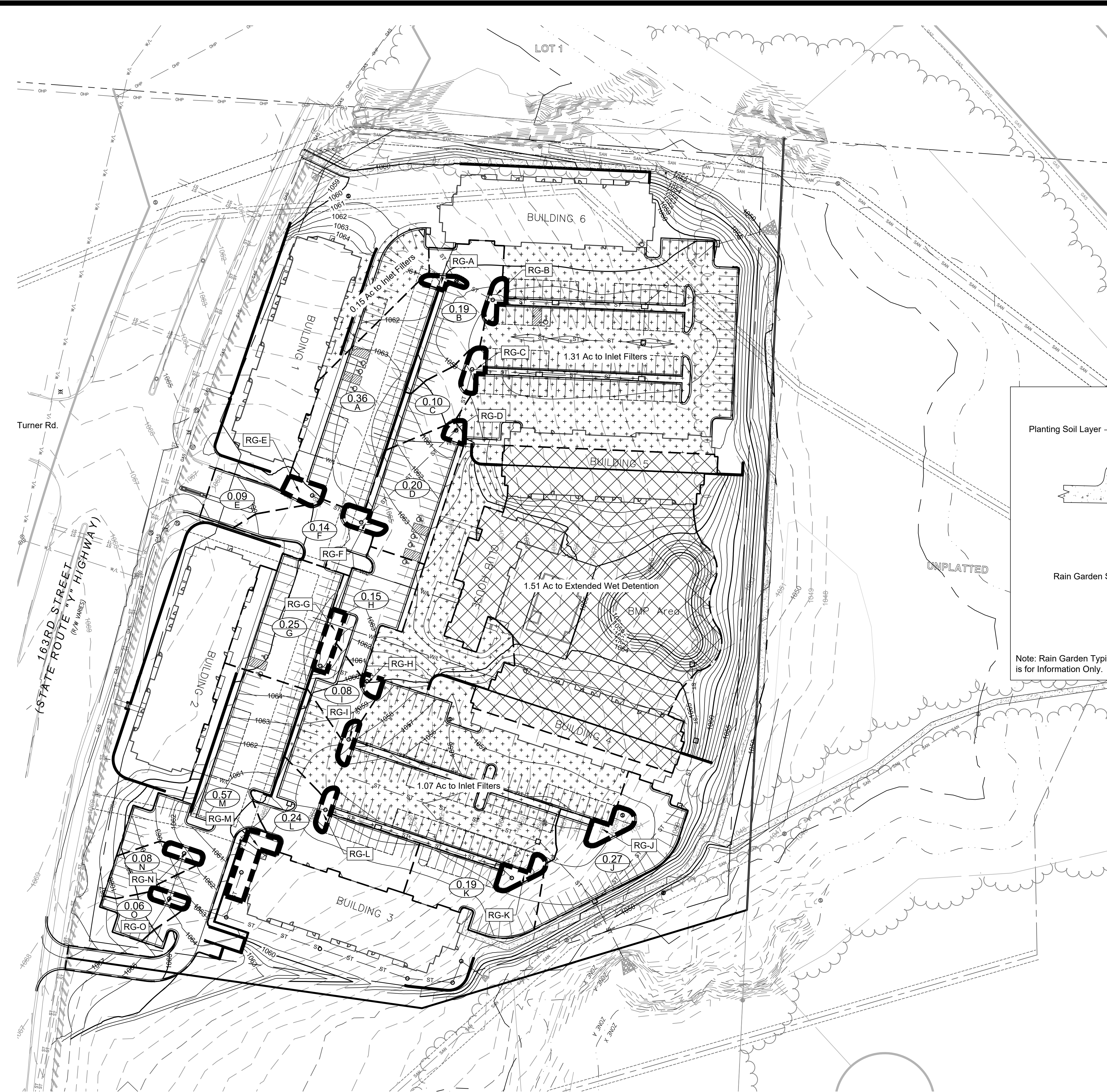
Preliminary Storm
Layout

NO.	BY	DATE	REVISION
2	JCD	MES 05/22/20	Per City Comments
1	TCD	MES 04/09/2020	Revising PDP Submittal

Renaissance
Infrastructure
Consulting

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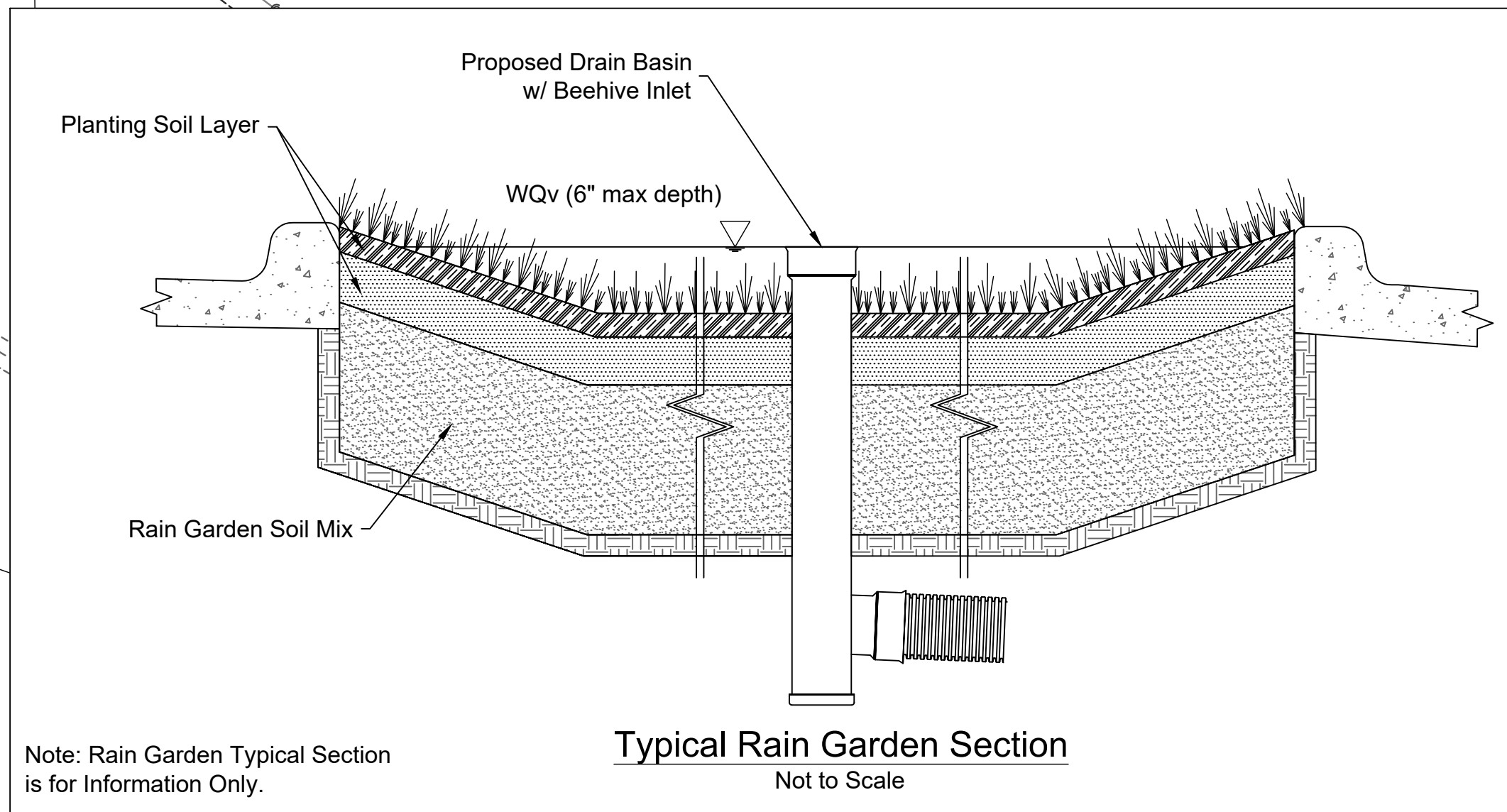
MO Certificate of Authority: E-2010033630



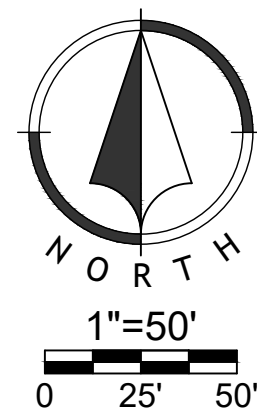
Legend

- Proposed Inlet Filter Treatment Area
- Extended Wet Detention
- Proposed Rain Garden Location
- Proposed Rain Garden Drainage Area
- Drainage Area
- Proposed Rain Garden

1. Required LS (New Development, Wksht 1) or Total VR (Redevelopment, Wksht 1A):				4.00
Note: Various BMPs may alter CN of proposed development, and LS; recalculate both if applicable.				
2. Proposed BMP Option Package No.				1
Sub Basin Cover/BMP Description		Treatment Area	VR from Table 4.4 or 4.6 ¹	Product of VR x Area
Lot	Rain Garden	2.97	9	26.73
	Extended Wet Detention	1.51	3	7.55
	Inlet Filters	2.53	5	12.65
	Untreated	4.63	0	0
Total ² :		11.64	Total:	46.93
		*Weighted VR:		4.03



Note: Proposed Rain Garden locations are for reference only. Proposed locations are for preliminary design only.



Sheet
C08

Preliminary Development Plans
20-0119
Northpoint Belton Apartment Complex
Belton, Cass County, Missouri

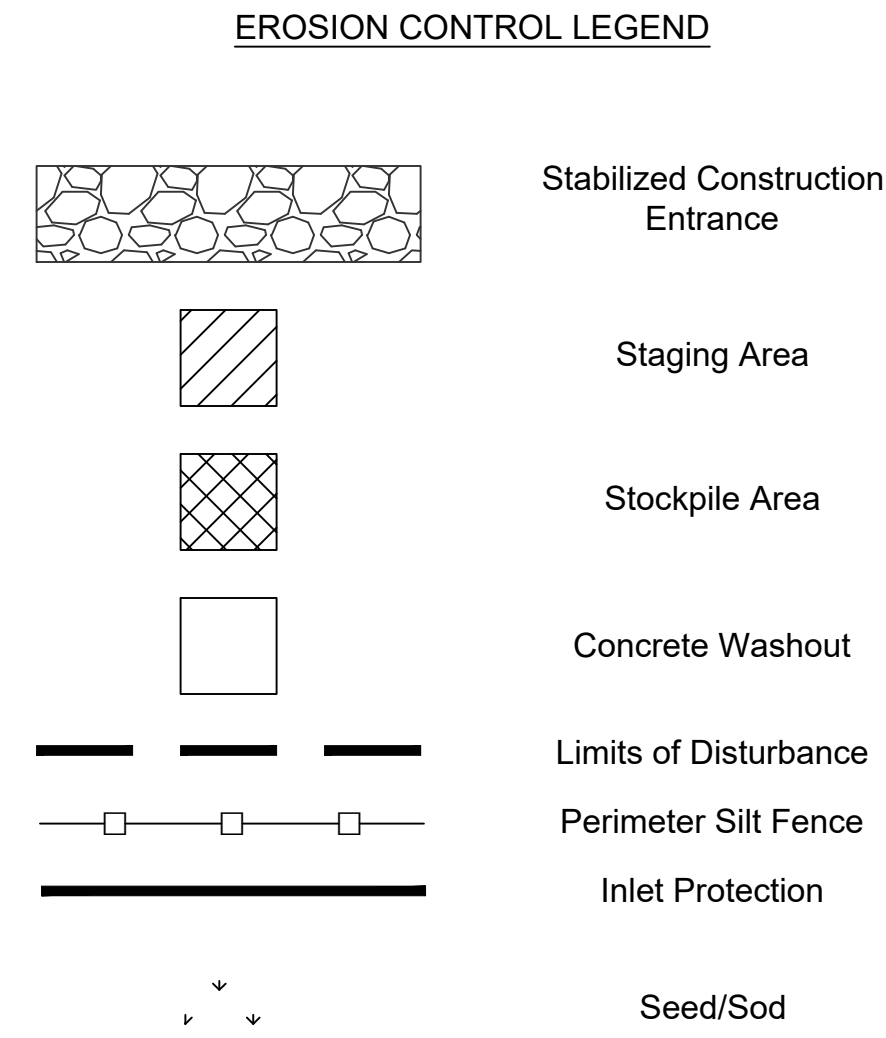
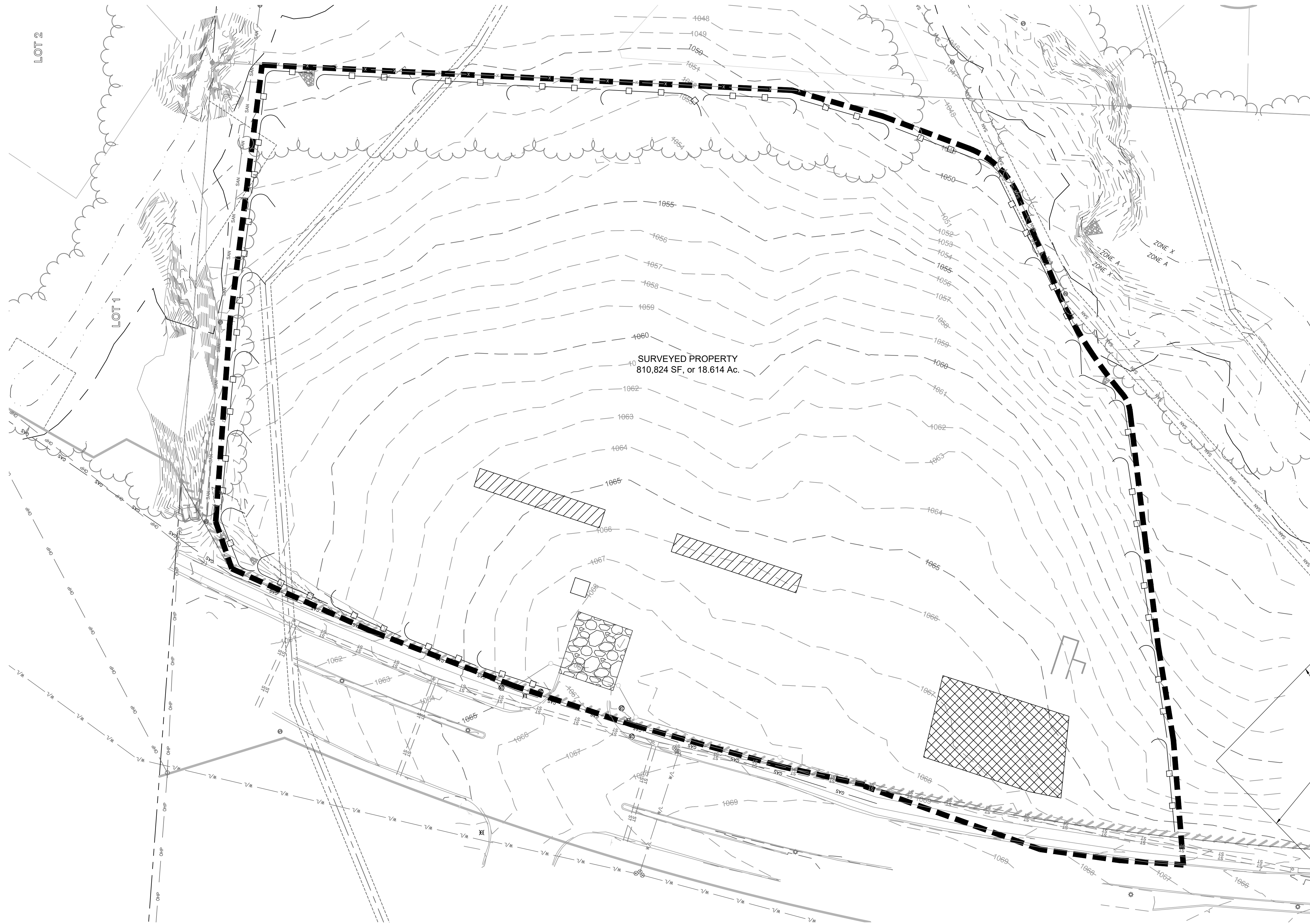
BMP Plan

2	JCD	MES	05/22/20	Per City Comments
1	TCD	MES	04/09/2020	Revising PDP Submittal
NO.	BY	DATE	REVISION	

Renaissance Infrastructure Consulting

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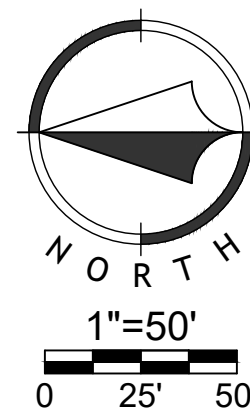


WRITTEN SEQUENCING

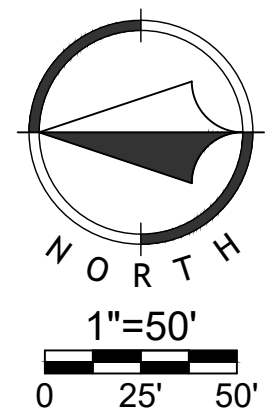
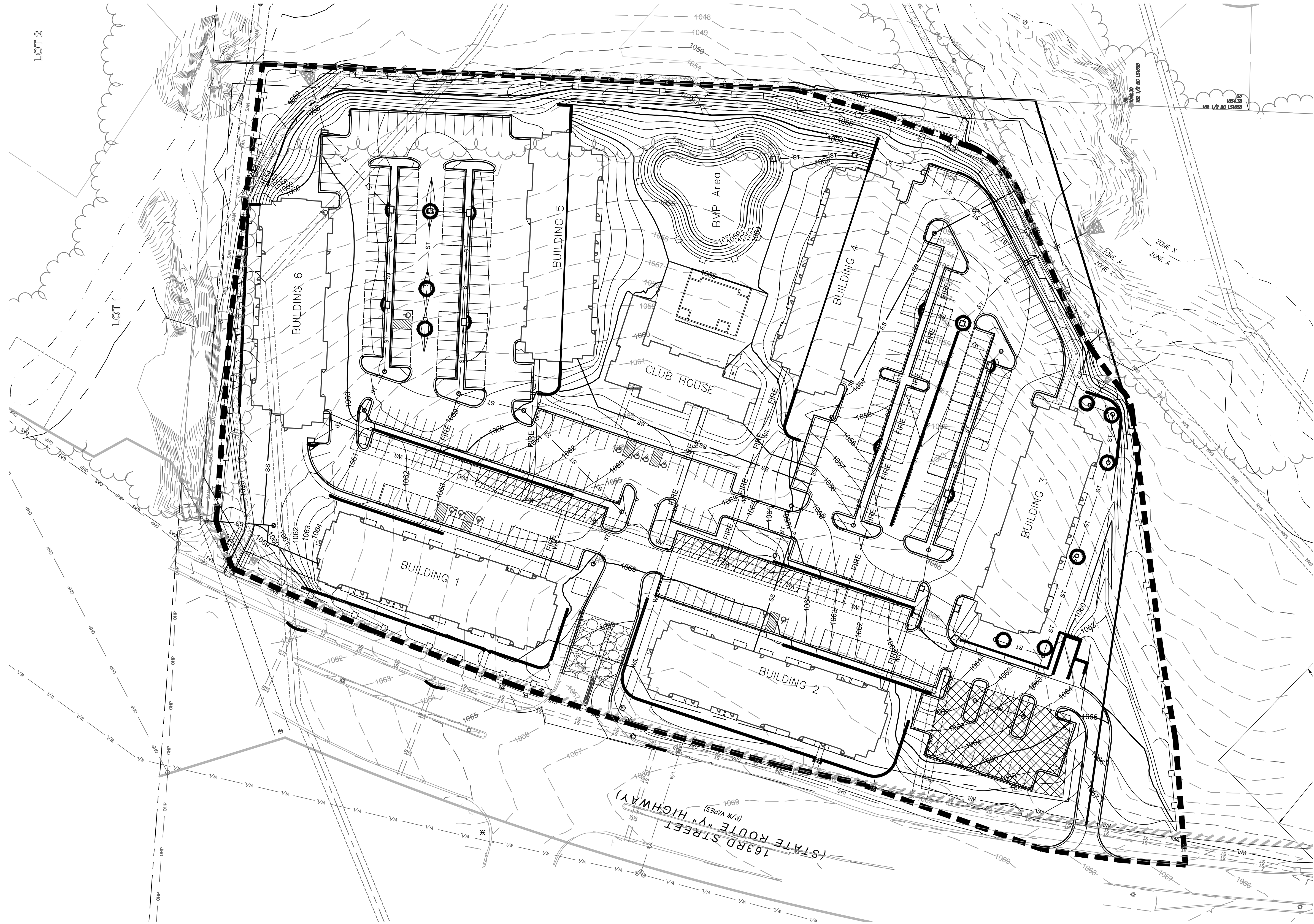
- Implement Pre-Construction Plan:**
All temporary structural BMP's shown on the BMP plan must be in place before any site disturbance. Clearing necessary to place temporary structural BMP's is the minimum required for installation. Coordinate clearing necessary to place temporary structural BMP's with local weather forecast so that clearing and placement may be completed within a forecast dry period. Stabilize all erosion control measures after installation. Temporary Barrier Fence shall be in Place, around areas not to be disturbed, prior to any construction activities. This area includes Stream Corridor.
- Clear and Stabilize Work Areas:**
Grade contractor areas and place all-weather surface on contractor areas.
- Clearing and Grubbing:**
After Phase I BMP's are installed, contractor may clear, grub, and demo required areas as necessary.

EROSION CONTROL NOTES

- All work in public easements and right-of-way and all erosion control work must comply with the latest edition of the Technical Provisions & Standard Drawings for Roads and Sewers, of Belton, Missouri. If any of the general notes conflict with the Technical Provisions & Standard Drawings for Roads and Sewers of Belton, Missouri. The Cities standards shall override.
- The contractor shall provide all materials, tools, equipment, and labor as necessary to install and maintain adequate erosion control, keep the streets clean of mud and debris, and prevent soil from leaving the project site. The contractor's erosion control measures shall conform to Belton, Missouri Technical Provisions and Specifications.
- Erosion control plan modifications shall be required if the plan fails to substantially control erosion and offsite sedimentation.
- The contractor shall be responsible for maintaining erosion control devices and removing sediment until a minimum of 70% of permanent vegetation has become stabilized and established. Erosion control devices shall remain in place until the 70% established vegetation is met, or the duration of the project, whichever is the later date.
- The contractor shall temporarily seed and mulch all disturbed areas if there has been no construction activity on them for a period of fourteen (14) calendar days.
- Install "J" Hooks on silt fence every 100 LF
- Contractor to install all Phase I erosion control devices prior to construction.
- Contractor shall replace disturbed area with seed or sod, as indicated on the plans, and shall be installed within 14 days after paving completion and final topsoil grading.
- Topsoil replacement shall be 6" thick.
- Silt fence to be installed in accordance with Belton, Missouri Standard Details.
- Refer to APWA 2150 for good housekeeping and spill measures.
- The Contractor shall inspect erosion control devices every 7 days and within 24 hours of a storm of 0.5 inches or more. The Contractor shall repair damage, clean out sediment, and add additional erosion control devices as needed, as soon as practicable, after inspection. The Contractor shall also inspect and assure that all sediment control devices are in working condition prior to any forecasted rainfall.



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EROSION CONTROL LEGEND

- Stabilized Construction Entrance
- Staging Area
- Stockpile Area
- Concrete Washout
- Limits of Disturbance
- Perimeter Silt Fence
- Inlet Protection
- Seed/Sod

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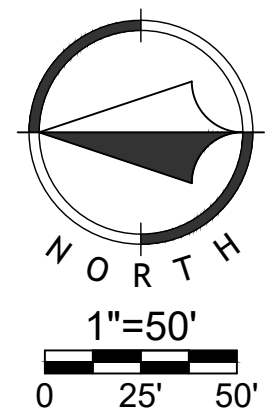
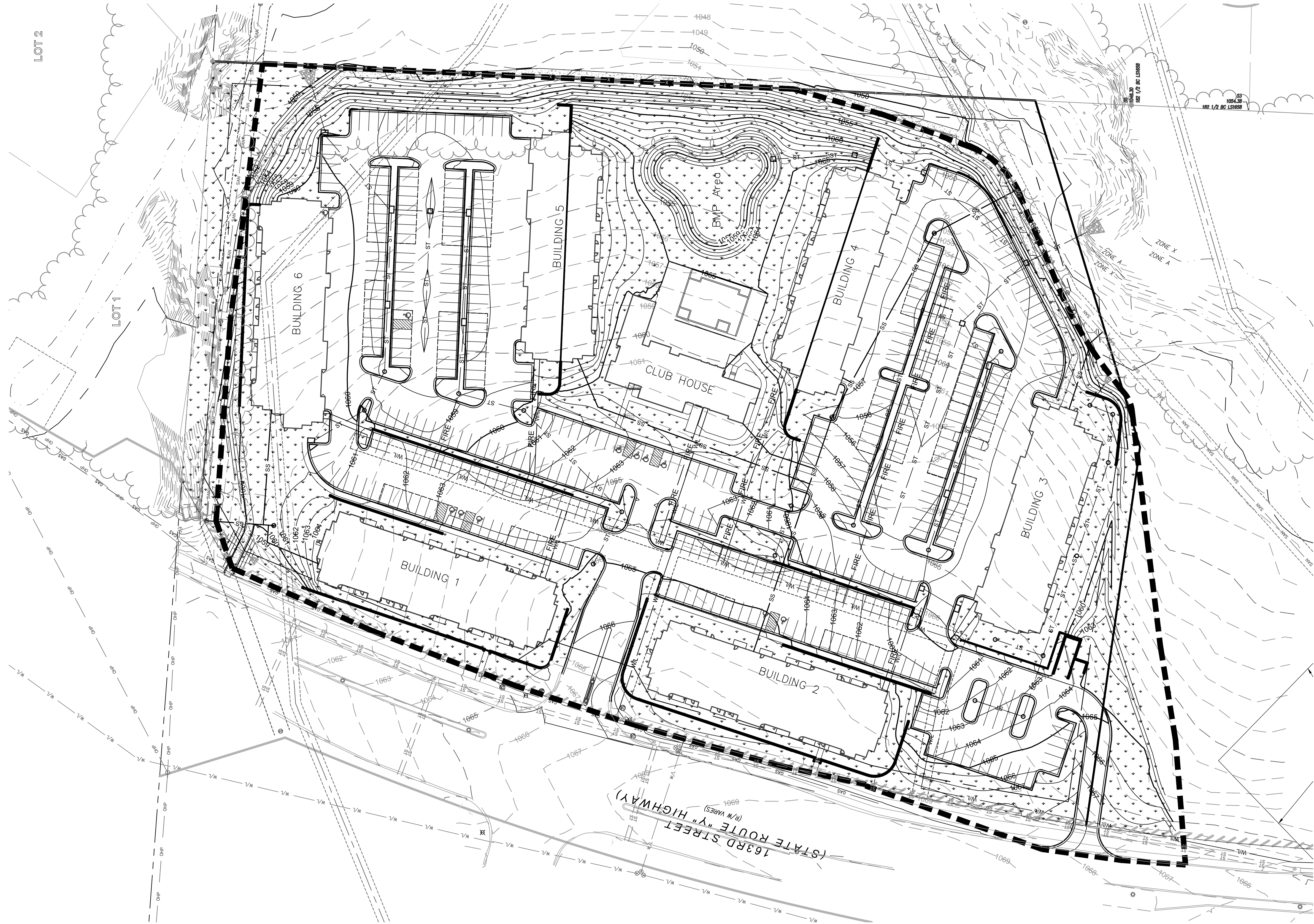
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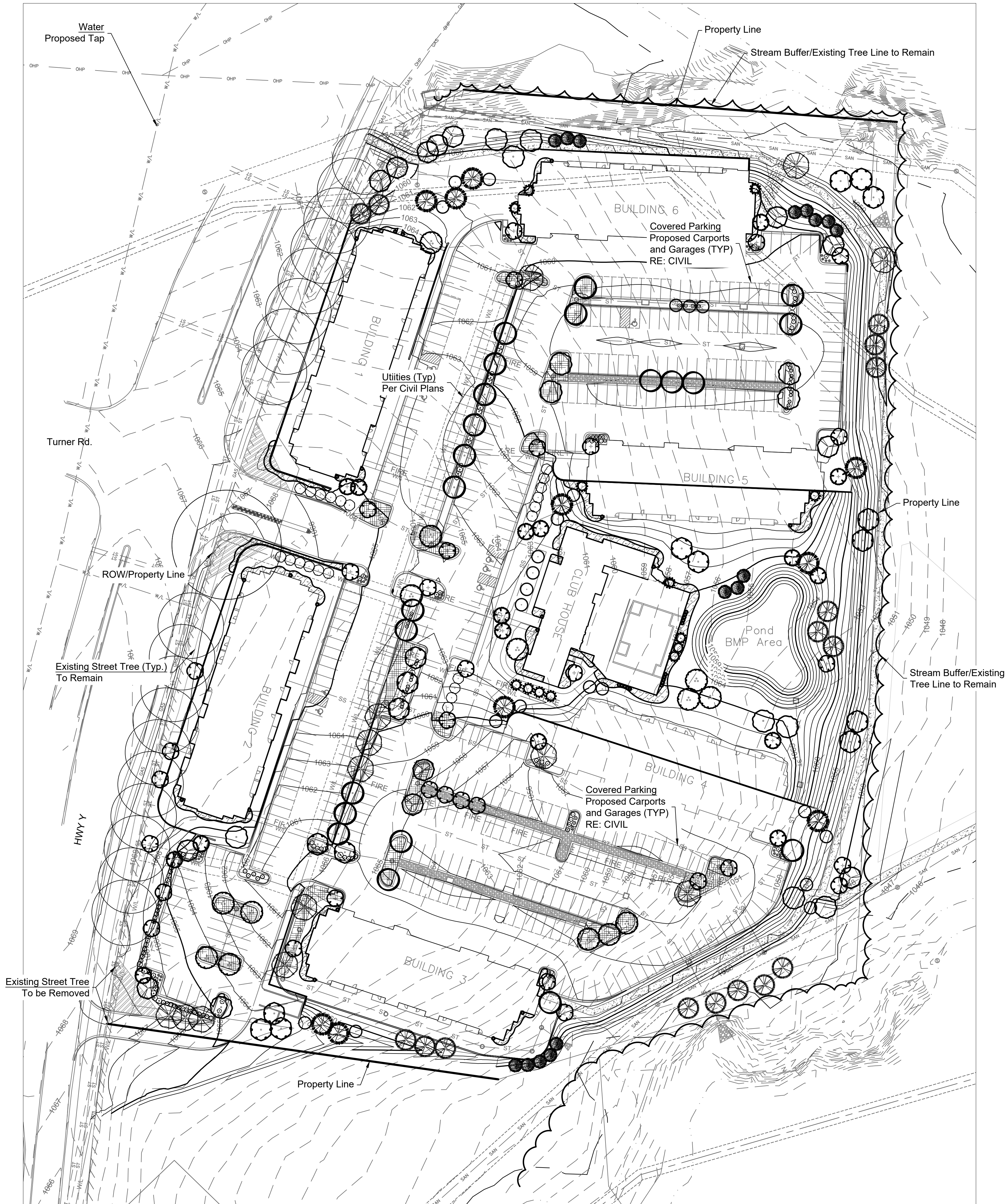
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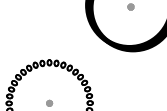



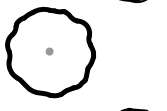









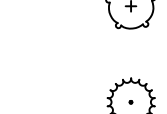




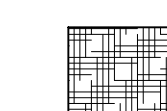

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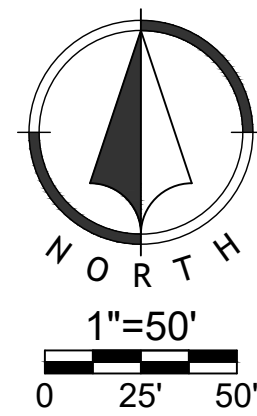
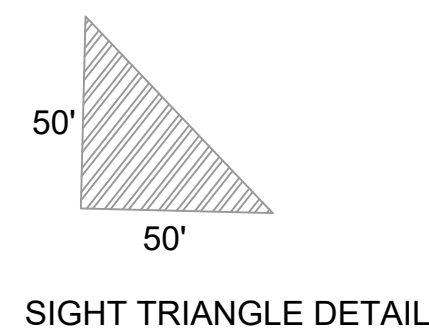
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PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY
	Acer rubrum 'Red Sunset' / Red Sunset Maple	B&B	2.5" Cal.		18
	Betula nigra 'Heritage' / Heritage River Birch	B&B	2.5" Cal.		13
	Cercis canadensis 'Forest Pansy' TM / Forest Pansy Redbud	B&B	1.5"		27
	Cornus kousa / Kousa Dogwood	B&B	2" Cal.		16
	Gleditsia triacanthos 'Skyline' / Skyline Honey Locust	B&B	2.5" Cal.		26
	Malus x 'Spring Snow' / Spring Snow Crab Apple	B&B	2" Cal.		23
	Nyssa sylvatica 'Wildfire' / Black Gum	B&B	2.5" Cal.		18
	Quercus macrocarpa / Burr Oak	B&B	2.5" Cal.		9
	Quercus robur 'Regal Prince' / Regal Prince English Oak	B&B	2.5" Cal.		22
	Quercus shumardii / Shumard Red Oak	B&B	2.5" Cal.		12
	Zelkova serrata 'City Sprite' TM / City Sprite Zelkova	B&B	2.5" Cal.		16
EVERGREEN TREES	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY
	Juniperus virginiana 'Hillspire' / Hillspire Juniper	B&B		6' - 8' Ht.	13
	Juniperus virginiana 'Skyrocket' / Skyrocket Juniper	B&B		6' Ht. Min.	35
	Picea pungens 'Fat Albert' / Colorado Spruce	B&B		6' Ht. Min.	8
	Pinus flexilis 'Vanderwolf's Pyramid' / Vanderwolf's Pyramid Pine	B&B		6' Ht. Min.	8
	Pinus strobus / White Pine	B&B		6' Ht. Min.	10
SHRUBS	BOTANICAL / COMMON NAME	CONT			QTY
	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass	5 Gal.			62
	Ilex glabra 'Shamrock' / Shamrock Inkberry Holly	3 Gal.			20
	Itea virginica 'Henry's Garnet' / Henry's Garnet Sweetspire	5 Gal.			28
	Juniperus chinensis 'Gold Lace' / Gold Lace Juniper	5 Gal.			54
	Physocarpus opulifolius 'Summer Wine' / Summer Wine Ninebark	5 Gal.			13
	Taxus x media 'Densiformis' / Dense Yew	5 Gal.			6
GROUND COVERS	BOTANICAL / COMMON NAME				
	Foundation Plants / Per Owner TBD with Final Plans				
	Rain Garden / Rain Garden TBD with Final Plans				
	Decorative Gravel TBD with Final Plans				
Landscape Data					
Arterial Street Intersection Sight Triangle 50'x50' along ROW					
Landscaped Area		Lot Area in SF:	507038		
Required Minimum Area = 30% Lot Area		152111	Provided Area:		
Additional Trees Required		Total Dwellings:	322		
Required Trees = .75/dwelling		241.5		242	
Interior Parking Lot Landscaping		Spaces:	440		
Required Trees = 1/10 spaces		44	Provided Trees:	44	
Required Shrubs= 3/10 spaces		132	Provided Shrubs:		
Interior Lot Trees			Provided Trees:	198	
Street HWY "Y"		Street Frontage	943		
Required Width in ft = 6' Minimum		Distance in ft	Provided Width:	6	
Required Trees = 1/30 ft [Street Trees Count]		31.4333	Provided Trees:	32	
Perimeter Parking Lot Landscaping Adjacent to C-2					
North - Not Applicable					
East - Not Applicable					
South - Not Applicable					
Sec. 22-6 - Screening Requirements					
Zoning	A	R1A	R1	R1B	R-2
A	N/A	N/A	N/A	N/A	N/A
B-1	N/A	N/A	N/A	N/A	N/A
B-1A	N/A	N/A	N/A	N/A	N/A
B-1B	N/A	N/A	N/A	N/A	N/A
B-2	N/A	N/A	N/A	N/A	N/A
B-3	B	A	A	A	A
B-3A	B	A	A	A	A



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- LOCATE UTILITIES PRIOR TO COMMENCING LANDSCAPE OPERATIONS. ALL TREES SHALL BE FIELD POSITIONED AS TO AVOID CONFLICTS WITH EXISTING AND PROPOSED UTILITIES. NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS OR OBSTRUCTIONS.
2. CONTRACTOR SHALL STAKE ALL PLANTING AREAS IN THE FIELD PRIOR TO PLANTING FOR APPROVAL OF THE OWNER OR THEIR REPRESENTATIVE.
3. CONTRACTOR SHALL VERIFY ALL PLANT QUANTITIES PRIOR TO PLANTING. ANY DISCREPANCIES WITH THE PLAN SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. THE PLAN QUANTITIES SHALL SUPERCEDE SCHEDULED QUANTITIES.
4. ALL PLANT MATERIAL SHALL BE SPECIMEN QUALITY AND SHALL COMPLY WITH RECOMMENDATIONS AND REQUIREMENTS OF ANSI Z60.1 THE 'AMERICAN STANDARD FOR NURSERY STOCK'.
5. TOPSOIL MIX: ASTM 5268, PH RANGE OF 5.5 TO 7%, MINIMUM OF 4% ORGANIC MATERIAL. SOIL SHALL BE FREE OF STONE 1/2" OR LARGER IN ANY DIMENSION, SUBSOIL, CLAY LUMPS, ROOTS, BRUSH, WEEDS, WEED SEED, AND OTHER EXTRANEOUS OR TOXIC MATERIALS HARMFUL TO PLANT GROWTH. CONTENTS OF SOIL SHOULD CONTAIN NO MORE THAN 15% SILT AND 15% CLAY. SOIL SHOULD ALSO CONTAIN NO LESS THAN 40% SAND. TOPSOIL SOURCE SHALL BE FROM ON-SITE MATERIALS; IF ON-SITE SOURCE IS UNAVAILABLE, SUPPLEMENT WITH IMPORTED TOPSOIL FROM A PRE-APPROVED SOURCE. ALL IMPORTED TOPSOIL MIXES SHALL BE TESTED BY THE CONTRACTOR AND APPROVED BY THE OWNER PRIOR TO INSTALLATION.
6. PREPARE PLANTING BEDS AND INCORPORATE AMENDMENTS AS FOLLOWS:
 - 6.1. PLANTING BEDS:
 - 6.1.1. LOOSE PEAT HUMUS BY VOLUME: 1 PART
 - 6.1.2. WELL-ROTTED COMPOSTED MANURE BY VOLUME: 1 PART
 - 6.1.3. TOPSOIL (AS DEFINED IN NOTE 13): 2 PARTS
 - 6.1.4. FERTILIZER: 3 LBS/100SF
 - 6.2. BACKFILL FOR TREES
 - 6.2.1. LOOSE PEAT HUMUS BY VOLUME: 1 PART
 - 6.2.2. WELL-ROTTED COMPOSTED MANURE BY VOLUME: 1 PART
 - 6.2.3. TOPSOIL (AS DEFINED IN NOTE 5): 3 PARTS
 - 6.2.4. FERTILIZER: AGRIFORM TABLET (OR APPROVED EQUAL) PER MANUFACTURERS RECOMMENDATION
7. AGGREGATE MULCH AND AGED DOUBLE GROUND HARDWOOD MULCH SHALL BE USED AS A THREE INCH (3") TOP DRESSING IN ALL PLANTING BEDS, ISLANDS AND AROUND ALL TREES. SINGLE TREES AND SHRUBS SHALL BE MULCHED TO THE OUTSIDE EDGE OF THE SAUCER OR LANDSCAPE ISLAND. ALL MULCH SHALL BE INSTALLED OVER A GEOTEXTILE FABRIC (MIRAFI 140N OR APPROVED EQUAL) PER THE DETAIL.
8. ALL TREES SHALL BE STAKED PER DETAIL.
9. ALL PLANT MATERIAL SHALL BE INSTALLED TO ALLOW A ONE FOOT (1') CLEARANCE BETWEEN PLANT AND ADJACENT PAVEMENT.
10. THE LANDSCAPE CONTRACTOR SHALL NOT COMMENCE WORK UNTIL THE SITE IS FREE OF DEBRIS CAUSED BY ON-GOING CONSTRUCTION OPERATIONS. REMOVAL OF DEBRIS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. LANDSCAPE WORK SHALL NOT BEGIN UNTIL THE LANDSCAPE ARCHITECT AND OWNER HAVE GIVEN WRITTEN APPROVAL FOR SUCH. THERE SHALL BE NO DELAYS DUE TO LACK OF COORDINATION FOR THIS ACTIVITY.
11. THE LANDSCAPE ARCHITECT AND/OR OWNER SHALL APPROVE GRADES AND CONDITION OF SITE PRIOR TO SODDING/SEEDING OPERATIONS.
12. ALL AREAS DISTURBED DURING CONSTRUCTION AND NOT DESIGNATED FOR OTHER PLANTINGS OR HARDCAPE SHALL BE SODDED. PROVIDE SOD OF GRASS SPECIES AND VARIETIES, PROPORTIONS BY WEIGHT, AND MINIMUM PERCENTAGES OF PURITY, GERMINATION, AND MAXIMUM PERCENTAGE OF WEED SEED TO MATCH ON SITE TURFGRASS TYPE. SOD SHALL BE INSTALLED IN A PROFESSIONAL MANNER, DURING NORMAL PLANTING SEASONS FOR TYPE OF LAWN WORK REQUIRED. FINAL ACCEPTANCE OF SOD INSTALLATION SHALL BE BY THE OWNER.
13. ALL LANDSCAPE SHALL BE MONITORED AND MAINTAINED BY THE LANDSCAPE CONTRACTOR; REFER TO MAINTENANCE NOTES THIS SHEET.
14. CONTRACTOR SHALL WARRANTY ALL LIVING PLANTING MATERIAL (INCLUDING BUT NOT LIMITED TO TREES, SHRUBS, GROUNDCOVERS, & TURF) FOR A PERIOD OF ONE (1) YEAR AFTER DATE OF SUBSTANTIAL COMPLETION, AGAINST DEFECTS INCLUDING DEATH AND UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM LACK OF ADEQUATE MAINTENANCE, NEGLECT, OR ABUSE BY THE OWNER, ABNORMAL WEATHER CONDITIONS UNUSUAL FOR WARRANTY PERIOD OR INCIDENTS THAT ARE BEYOND THE CONTRACTOR'S CONTROL.
15. ALL LANDSCAPE AREAS SHALL BE IRRIGATED. TURF AREAS SHALL BE IRRIGATED BY SPRAY OR ROTOR. PLANT BEDS SHALL BE IRRIGATED BY DRIP IRRIGATION. IRRIGATION SYSTEM SHALL INCLUDE AUTOMATIC RAIN-SENSOR DEVICE. IRRIGATION SHOP DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR FOR APPROVAL PRIOR TO CONSTRUCTION.

1. MAINTAIN AND ESTABLISH LAWNS BY WATERING, FERTILIZING, WEEDING, MOWING, TRIMMING, REPLANTING AND OTHER OPERATIONS AS DIRECTED BY OWNER. ROLL, RE-GRADE AND REPLANT BARE OR ERODED AREAS AND REMULCH TO PRODUCE A UNIFORMLY SMOOTH LAWN.
2. KEEP LAWNS UNIFORMLY MOIST TO A DEPTH OF 4 INCHES BY:
 - 2.1. APPLYING 1" OF WATER IMMEDIATELY AFTER SOD IS LAID
 - 2.2. APPLYING ½" MINIMUM PER DAY FOR THE NEXT 14 DAYS
 - 2.3. WATERING THE LAWN AT A RATE OF 1" PER WEEK THROUGHOUT THE MAINTENANCE PERIOD. WATER SHALL NOT BE DISTRIBUTED IN ONE APPLICATION
 - 2.4. DURING DROUGHT OR EXCESSIVE HEAT, CONTRACTOR SHALL APPLY WATER IN AN AMOUNT NEEDED TO SUSTAIN THE TURF.
3. MOW LAWNS AS SOON AS THERE IS ENOUGH TOP GROWTH TO CUT WITH MOWER SET AT NORMAL (SEASONAL) HEIGHT FOR PRINCIPAL SPECIES PLANTED. REPEAT MOWINGS AS REQUIRED TO MAINTAIN HEIGHT WITHOUT CUTTING MORE THAN 30 PERCENT OF THE GRASS HEIGHT. DO NOT DELAY MOWING UNTIL GRASS BLADES BEND OVER AND BECOME MATTED. DO NOT MOW WHEN GRASS IS WET.
4. POST FERTILIZATION: APPLY FERTILIZER TO LAWN AFTER FIRST MOWING AND WHEN GRASS IS DRY. USE FERTILIZER THAT WILL PROVIDE ACTUAL NITROGEN OF AT LEAST 1 LB. PER 1000 SF OF LAWN AREA. WATER FERTILIZER INTO SOIL AS DIRECTED BY THE MANUFACTURER.

PRINTS ISSUED

04/10/2020

REVISIONS:



ARCHITECTURE
INTERIOR DESIGN
ENGINEERING
PLANNING
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Kansas City, MO 64108-1404
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T.O. ROOF BRG
142' - 6 3/4"

T. O. LEVEL 4
SUBFLOOR
133' - 5 5/8"

T.O. LEVEL 4 BRG
131' - 4 7/8"

T. O. LEVEL 3
SUBFLOOR
122' - 3 3/4"

T.O. LEVEL 3 BRG
120' - 3"

T. O. LEVEL 2
SUBFLOOR
111' - 1 7/8"

T. O. LEVEL 2 BRG
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T. O. LEVEL 1
SUBFLOOR
100' - 0"

BUILDING A - REAR ELEVATION
COLORED
1/8" = 1'-0"

1



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BUILDING A - FRONT ELEVATION
- COLORED
1/8" = 1'-0"

A2

BELTON APARTMENTS -
NORTHPOINT DEVELOPMENT
BELTON, MO

SHEET TITLE
EXTERIOR ELEVATIONS - BLDG A
- FRONT & REAR - COLORED
ELEVATION

PROJECT NUMBER: 20021

SHEET NUMBER:

A.200

DRAWN BY: Author CHECKED BY: Checker



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- T.O. LEVEL 4 BRG
131' - 4 7/8"
- T. O. LEVEL 3
SUBFLOOR
122' - 3 3/4"
- T.O. LEVEL 3 BRG
120' - 3"
- T. O. LEVEL 2
SUBFLOOR
111' - 1 7/8"
- T. O. LEVEL 2 BRG
109' - 1 1/8"
- T. O. LEVEL 1
SUBFLOOR
100' - 0"
- T.O. LEVEL 0 BRG
97' - 11 1/4"
- BLDG C - SLAB
90' - 3"

BUILDING C - FRONT ELEVATION
- COLORED
1/8" = 1'-0"

BELTON APARTMENTS -
NORTHPOINT DEVELOPMENT

BELTON, MO

SHEET TITLE
EXTERIOR ELEVATIONS - BLDG C
- FRONT & REAR - COLORED
ELEVATION

PROJECT NUMBER: 20021

SHEET NUMBER:

A.201

DRAWN BY: Author

CHECKED BY: Checker



C-B
BUILDING C - SIDE B ELEVATION
- COLORED
1/8" = 1'-0"



C-A
BUILDING C - SIDE A ELEVATION
- COLORED
1/8" = 1'-0"



A-B
BUILDING A - SIDE B ELEVATION -
COLORED
1/8" = 1'-0"



A-A
BUILDING A - SIDE A ELEVATION -
COLORED
1/8" = 1'-0"

PRINTS ISSUED
04/10/2020
REVISIONS:



rosemann & ASSOCIATES P.C.
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INTERIOR DESIGN
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**BELTON APARTMENTS -
NORTHPOINT DEVELOPMENT
BELTON, MO**

SHEET TITLE
EXTERIOR ELEVATIONS - BLDG A
& C - SIDE A&B - COLORED
ELEVATION
PROJECT NUMBER: 20021
SHEET NUMBER:

A.202

DRAWN BY: Author CHECKED BY: Checker



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2 EXTERIOR PERSPECTIVE -
BUILDING A - REAR ELEVATION



3 EXTERIOR PERSPECTIVE -
BUILDING C - SIDE ELEVATION



1 EXTERIOR PERSPECTIVE -
BUILDING C - GARAGE
ELEVATION

BELTON APARTMENTS -
NORTHPOINT DEVELOPMENT
BELTON, MO

SHEET TITLE
EXTERIOR PERSPECTIVES

PROJECT NUMBER: 20021

SHEET NUMBER:

A.203

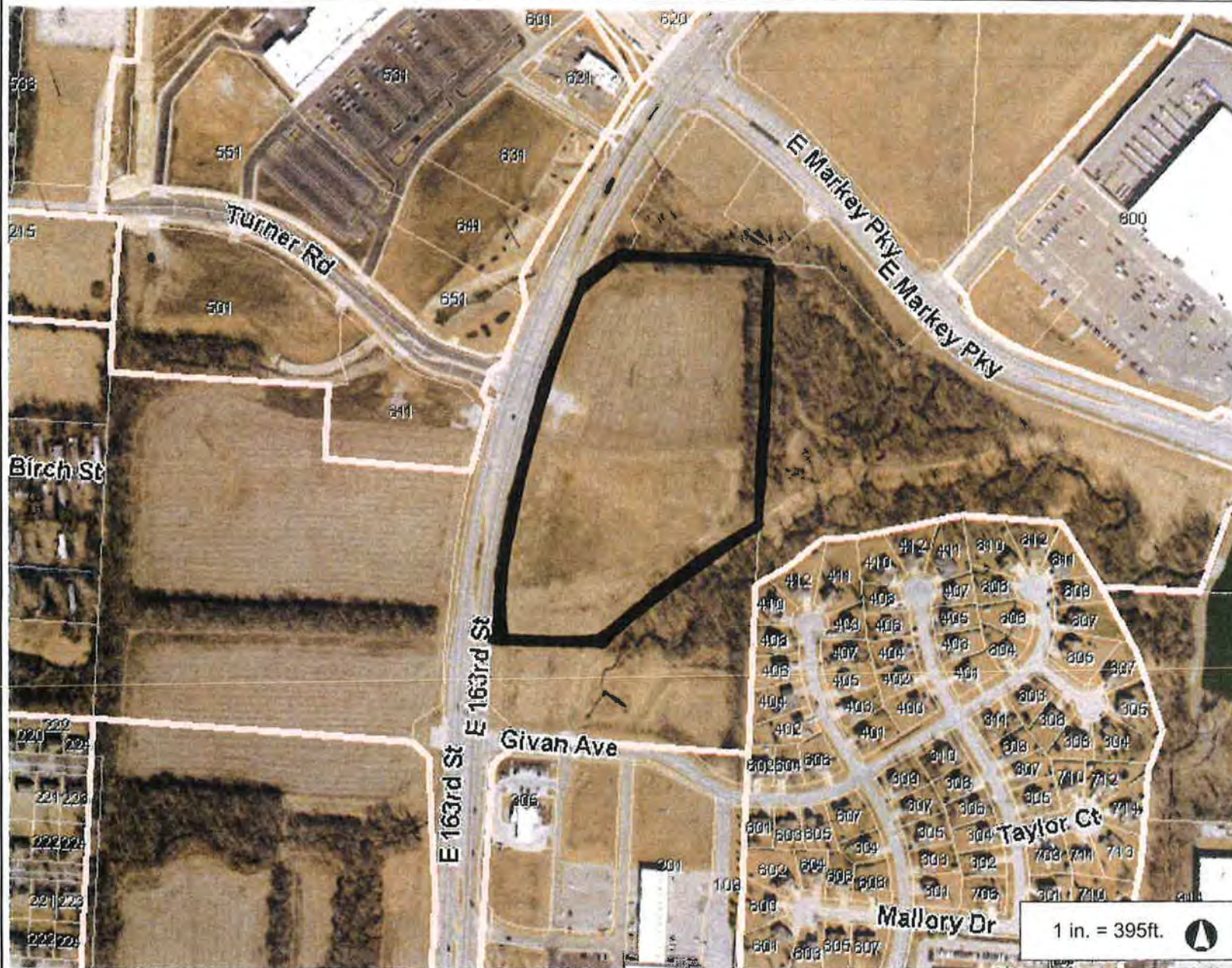
DRAWN BY: Author CHECKED BY: Checker







Belton, MO



Legend

- Street
- Parcel
- Subdivision
- Parks
- Cemetery

1 in. = 395ft.



789.5 0 394.77 789.5 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

Notes

Section IX

B

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

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

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

WHEREAS, a Plan for a Commercial Project and Cost-Benefit Analysis for NorthPoint Development, LLC (the “Plan”) was prepared and distributed to the affected taxing jurisdictions along with notice of a public hearing to be held by the City on June 16, 2020 related to the development of 330 units of Class A luxury apartments on approximately 20 acres with a clubhouse and pool, exercise and entertainment facilities, parking garages, dog park, off-street parking and related facilities (the “Project”); and

WHEREAS, on June 16, 2020 the public hearing on the Plan was held by the City and public comment was taken; and

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

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

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

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

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

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

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

Section 4. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval.

READ FOR THE FIRST TIME: June 16, 2020

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2020

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

Approved as to form:

E. Sid Douglas III, Special Legal Counsel

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 16th day of June, 2020, and thereafter adopted as Ordinance No. 2020-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2020, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 16, 2020

DEPARTMENT: Economic Development

COUNCIL: ☐ Regular Meeting ☐ Work Session ☒ Special Session

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

An ordinance approving a plan for a commercial project and a development and performance agreement between the City of Belton, Missouri and Northpoint Development, LLC; and authorizing certain agreements and other actions by the City.

Summary

This ordinance will approve a Plan for a Commercial Project and Cost-Benefit Analysis for NorthPoint Development, LLC (“NorthPoint”) and a Development and Performance Agreement between the City and NorthPoint. The Plan contemplates the construction of a commercial project to develop 322 units of Class A luxury apartments (the “Project”) in the City. The Project is expected to cost approximately \$44,000,000 with construction expected to begin in the first quarter of 2021. Tax abatement will be provided pursuant to the issuance of bonds in accordance with Chapter 100, RSMo. The City shall have no responsibility to pay the bonds other than with funds provided by NorthPoint, so the city’s credit is not at risk for the bonds. NorthPoint will be required to pay fixed payments in lieu of taxes for distribution to the taxing districts in amounts set forth in the plan calculated to be \$500 per leasable unit in the development. NorthPoint will also receive a sales tax exemption on construction materials used to construct the Project. State statute requires the preparation of a plan for development prior to the issuance of Chapter 100 bonds, that the plan be mailed to the affected taxing districts at least 20 days in advance of approval of the plan and that the taxing districts be given the opportunity to comment on the plan. Notice was given to the taxing districts in accordance with state statute.

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

Recommendation

Staff recommends approval. This luxury level apartment project will afford alternative living amenities beyond comparable offerings. It will provide a competitive advantage in retaining members of our community, attracting new residents and it will support the retail in the area.

Attachments

Ordinance

Redevelopment Plan and Cost Benefit Analysis

Development and Performance Agreement

EXHIBIT A
TO ORDINANCE NO. 2020-_____

PLAN FOR A COMMERCIAL PROJECT AND COST-BENEFIT
ANALYSIS FOR NORTHPOINT DEVELOPMENT, LLC

CITY OF BELTON, MISSOURI

**PLAN FOR A COMMERCIAL PROJECT
AND COST-BENEFIT ANALYSIS**

FOR

NORTHPOINT DEVELOPMENT, LLC

MAY 27, 2020

TABLE OF CONTENTS

	<u>Page</u>
I. PURPOSE OF THIS PLAN	1
II. GENERAL DESCRIPTION OF CHAPTER 100 FINANCINGS	1
General.....	1
Issuance and Sale of Bonds	1
Property Tax Abatement.....	2
III. DESCRIPTION OF THE PARTIES	2
Northpoint Development, LLC	2
City of Belton, Missouri.....	2
IV. REQUIREMENTS OF THE ACT.....	2
Description of the Project.....	2
Estimate of the Costs of the Project.	2
Source of Funds to be Expended for the Project.....	2
Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City.....	2
Affected School District, Community College District, County and City.....	3
Current Assessed Valuation.....	3
Payments in Lieu of Taxes.	3
Cost-Benefit Analysis and Discussion of Exhibits.....	3
V. ASSUMPTIONS AND BASIS OF PLAN	5

ATTACHMENT A – SUMMARY OF KEY ASSUMPTIONS

EXHIBIT 1 - PROJECT ASSUMPTIONS

EXHIBIT 2 - SUMMARY OF COST BENEFIT ANALYSIS

EXHIBIT 3 - PROJECTED TAX REVENUES ON PROJECT SITE WITHOUT PROJECT (NO ABATEMENT)

EXHIBIT 4 - PROJECTED TAX REVENUES ON PROJECT SITE WITH PROJECT (NO ABATEMENT)

EXHIBIT 5 - PROJECTED PILOT AMOUNTS

EXHIBIT 6 - PROJECTED VALUE OF TAX ABATEMENT

* * *

CITY OF BELTON, MISSOURI

PLAN FOR A COMMERCIAL PROJECT AND COST-BENEFIT ANALYSIS FOR NORTHPOINT DEVELOPMENT, LLC

I. PURPOSE OF THIS PLAN

The City Council of the City of Belton, Missouri (the “City”) will consider an ordinance approving this Plan (defined below) and authorizing the issuance by the City of its taxable revenue bonds in the aggregate principal amount of not to exceed \$44,000,000 (the “Bonds”), to finance costs of a commercial project (the “Project”) for Northpoint Development, LLC, a Missouri limited liability company, or its assigns (the “Company”) as more fully described and defined herein. The Bonds will be issued pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended and Sections 100.010 to 100.200 of the Revised Statutes of Missouri, as amended (collectively, the “Act”).

This Plan for Commercial Project and Cost-Benefit Analysis (the “Plan”) has been prepared to satisfy requirements of the Act and to analyze the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions, of using revenue bonds to finance the Project and to facilitate abatement of ad valorem taxes on the bond-financed property.

II. GENERAL DESCRIPTION OF CHAPTER 100 FINANCINGS

General. The Act authorizes cities, counties, towns and villages to issue revenue bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce, industrial plants and other commercial facilities.

Issuance and Sale of Bonds. Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from the project. The municipality issues its bonds and in exchange, the benefited company promises to make payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

Concurrently with the closing of the bonds, the company will convey to the municipality title to the property included in the project. (The municipality must be the legal owner of the property while the bonds are outstanding for the property to be eligible for tax abatement, as further described below.) At the same time, the municipality will lease the property, including the project, back to the benefited company pursuant to a lease agreement. The lease agreement will require the company, acting on behalf of the municipality, to use the bond proceeds to pay the costs or reimburse the costs of purchasing, constructing and installing the project, as applicable.

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

indemnify the municipality for any liability the municipality might incur as a result of its participation in the transaction.

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

If the municipality and the company determine that partial tax abatement is desirable, the company may agree to make “payments in lieu of taxes.” The amount of payments in lieu of taxes is negotiable. The payments in lieu of taxes are payable by December 31 of each year, and are distributed to the municipality and to each political subdivision within the boundaries of the project in the same manner and in the same proportion as property taxes would otherwise be distributed under Missouri law.

III. DESCRIPTION OF THE PARTIES

Northpoint Development, LLC. The Company is a limited liability company organized and existing under the laws of the State of Missouri.

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

IV. REQUIREMENTS OF THE ACT

Description of the Project. The Project to be financed by the Bonds consists of (1) the design and construction of an approximately 330-unit “class A” multi-family apartment project that will be available for rent, together with a clubhouse, dog park and off-street parking, and (2) associated site work and infrastructure. The Project being financed by the Bonds will be constructed on approximately 20 acres located at the southeast quadrant of the intersection of Markey Parkway and Y Highway in the City, which is referred to as the “Project Site.”

Estimate of the Costs of the Project. The Project is expected to cost approximately \$44,000,000 and to be complete in 2021.

Source of Funds to be Expended for the Project. The sources of funds to be expended for the Project will be the proceeds of the Bonds in a principal amount not to exceed \$44,000,000, to be issued by the City and purchased by the Company or its designee (the “Bondholder”) and, if needed, other available funds of the Company. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project (as further described below). The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri.

Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City. The City will hold title to the Project Site under the Chapter 100 transaction. The City will lease the Project to the Company for lease payments equal to the principal and interest payments on the Bonds. Under the terms of the lease agreement with the City, the Company will have the option to

purchase the Project at any time and will have the obligation to purchase the Project at the termination of the lease. The lease between the City and the Company will terminate in 2040, unless terminated sooner pursuant to the terms of the lease.

Affected School District, Community College District, County and City. The Belton School District #124 is the school district affected by the Project. Cass County, Missouri is the county affected by the Project. Metropolitan Community College is the community college district affected by the Project. The City is the city affected by the Project. The Cost-Benefit Analysis attached hereto identifies all other taxing districts affected by the Project (other than those taxing entities solely affected by the Project with respect to receipt of tax revenues from the commercial surcharge tax).

Assessed Valuation. The most recent equalized assessed valuation of the Project Site is \$440. The estimated total equalized assessed valuation of the Project Site after construction of the Project (2021) is \$6,270,000. This valuation was calculated based upon an assumed appraised value of \$33,000,000 for the Project Site in year 2021, multiplied by the assessment rate of 19%.

Payments in Lieu of Taxes. If this Plan is approved by the City Council, the City intends to issue the Bonds in 2020 and to provide tax abatement to the Company for the Project for a period of twenty years beginning in 2020. During 2020, the Project will be under construction and the Company will pay a partial payment in lieu of taxes in the amount of \$100. For all the years that the Project Site is subject to tax abatement as provided herein, the Company will make a fixed PILOT payment in December of each year in accordance with the schedule below. The PILOTs will be fixed as set forth below irrespective of (i) any annual appraisal or assessment which may be rendered by the County Assessor's Office with respect to the Project or (ii) the actual amount or timing of investments in the Project.

Year	Fixed PILOT
2021	\$165,000
2022	167,475
2023	169,987
2024	172,537
2025	175,125
2026	177,752
2027	180,418
2028	183,124
2029	185,871
2030	188,659

Year	Fixed PILOT
2031	\$191,489
2032	194,362
2033	197,277
2034	200,236
2035	203,240
2036	206,288
2037	209,383
2038	212,523
2039	215,711
2040	218,947

Sales Tax Exemption on Construction Materials. It is anticipated that the construction materials used to construct the Project will be exempt from state and local sales taxes.

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

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

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

Real Property. **Exhibit 3** provides the projected tax revenues which would be paid on the Project Site without tax abatement and without the Project. **Exhibit 4** provides the projected tax revenues that would be generated from the Project Site if the Project occurs but without tax abatement. **Exhibit 5** provides the projected value of PILOT Amounts to be paid by the Company. **Exhibit 6** provides the projected value of the real property tax abatement to the Company.

V. SALES TAX AND USE EXEMPTIONS

Sales Tax Exemption on Construction Materials. Qualified building materials purchased for the construction of the Project are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying bond documents upon delivery of a project exemption certificate by the City to the Company. For purposes of determining the impact of the sales and use tax exemptions for the qualified building materials on the affected taxing jurisdictions, it was assumed that: (1) the sales and use tax levies shown below will remain constant through the construction period; (2) approximately \$25,200,000 of the total Project costs will be spent on construction materials, and (3) all of the construction material costs will be spent on qualified construction materials purchased outside the State of Missouri but delivered to the Project Site for use in the Project. Please note that any variance in these assumptions will alter the fiscal impact of the sales and use tax exemptions on the affected taxing jurisdictions.

[remainder of page intentionally left blank]

Based on the assumptions set forth above, the fiscal impact on the affected taxing jurisdictions of the sales and use tax exemptions for qualified building materials is as follows:

	Sales Tax Rate	Estimated Sales Tax Revenues Subject to Exemption	Use Tax Rate	Estimated Use Tax Revenues Subject to Exemption
State of Missouri	4.225%	\$0	4.225%	\$1,064,700
City of Belton				
General Revenue	1.000	0	n/a	0
Transportation	0.500	0	n/a	0
Capital Improvement	0.500	0	n/a	0
City Fire	0.250	0	n/a	0
Public Safety	0.500	0	n/a	0
Parks	0.500	0	n/a	0
Cass County	1.625	0	1.625	409,500 ¹
Total²	9.100%	\$0	5.850%	\$1,474,200

¹ Use tax is generally only collected if sales tax was not paid at the point of sale.

²The City has multiple Community Improvement Districts and Transportation Development Districts that may also impose a sales tax depending on where the purchase is made, which could increase the total sales tax rate.

VI. ASSUMPTIONS AND BASIS OF PLAN

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

Information necessary to complete this Plan, has been furnished by representatives of the City, representatives of the Company and its counsel, the Bondholder and other persons deemed appropriate and such information has not been independently verified for accuracy, completeness or fairness.

* * *

ATTACHMENT A

SUMMARY OF KEY ASSUMPTIONS

1. The cost of constructing the Project is estimated to be approximately \$44,000,000.
2. The construction of the Project will occur in years 2020 and 2021.
3. The investment in the Project will produce an appraised value of \$33,000,000 and an assessed value for the Project Site in the amount of \$6,270,000.
4. The Project will be owned by the City and leased to the Company with an option to purchase. As long as the Project is owned by the City, it will be exempt from ad valorem taxes.
5. The Project Site will be excluded from the calculation of ad valorem property taxes for a period of twenty years beginning in 2021.
6. During the entire term of the Bonds through 2040, the Company will make payments in lieu of taxes in accordance with that portion of Section IV above in the Plan entitled "Payments in Lieu of Taxes."
7. Commercial real property taxes are calculated using the following formula:
$$(\text{Assessed Value} * \text{Tax Rate})/100$$
8. The assessed value of the Project Site is calculated using the following formula:
$$\text{Estimated Value} * \text{Assessment Ratio of 19\%}$$
9. The tax rates used in this Plan reflect the rates in effect for the tax year 2020. The tax rates were held constant through the final tax year.
10. The projected taxes and the fixed Payment in Lieu of Taxes for the Project, after development, are subject to growth at an estimated rate of 1.5% every year an assessment is made (every odd year).

* * *

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

**COST BENEFIT ANALYSIS
PLAN FOR APARTMENT PROJECT**



Table of Contents

Project Assumptions	1
Summary of Cost Benefit Analysis	2
Projected Tax Revenues on Project Site Without Project (No Abatement)	3
Projected Tax Revenues Without Abatement	4
Projected PILOT Amount	5
Projected Tax Abatement	6

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

Project Assumptions

- ♦ Initial year taxes assessed 2021
- ♦ Appraised value of project site 2,316
- ♦ Total Project Investment \$ 44,000,000
- ♦ 75% of project investment \$ 33,000,000
- ♦ Annual growth rate of appraised value of project investment 1.5%
- ♦ Assessed value as a percentage of appraised value (project investment) 19.0%
- ♦ Assessed value as a percentage of appraised value (project site) 19.0%
- ♦ Fixed PILOT:

Year	Fixed PILOT	Year	Fixed PILOT
2021	165,000	2031	191,489
2022	167,475	2032	194,362
2023	169,987	2033	197,277
2024	172,537	2034	200,236
2025	175,125	2035	203,240
2026	177,752	2036	206,288
2027	180,418	2037	209,383
2028	183,124	2038	212,523
2029	185,871	2039	215,711
2030	188,659	2040	218,947

Summary of Cost Benefit Analysis

Taxing Jurisdiction	Tax Rate	Projected Tax Revenues on Project Site Without Project (No Abatement)	Projected Tax Revenues Without Abatement	Projected PILOT Amount	Projected Tax Abatement
Hospital Maintenance	0.1247	\$ 13	\$ 180,797	\$ 58,209	\$ 122,587
Cass County Sheltered Workshop	0.0458	5	66,403	21,379	45,024
Library	0.1376	14	199,500	64,231	135,269
Junior College	0.2047	21	296,785	95,553	201,232
Mt. Pleasant Road & Bridge	0.1828	18	265,033	85,330	179,703
City of Belton	2.0361	205	2,952,048	950,444	2,001,604
State Blind Pension	0.0300	3	43,496	14,004	29,492
Belton School District	5.4119	546	7,846,464	2,526,254	5,320,210
	8.1736	\$ 825	\$ 11,850,526	\$ 3,815,405	\$ 8,035,121

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

Estimated Assessed Value of Project Site		\$	440	\$	440	\$	453	\$	453	\$	467	\$	467	\$	481	\$	481	\$	495	\$	495
	Tax Rate																				
Taxing Jurisdiction	per \$100		2021		2022		2023		2024		2025		2026		2027		2028		2029		2030
Hospital Maintenance	0.1247	\$	1	\$	1	\$	1	\$	1	\$	1	\$	1	\$	1	\$	1	\$	1	\$	1
Cass County Sheltered Workshop	0.0458		0		0		0		0		0		0		0		0		0		0
Library	0.1376		1		1		1		1		1		1		1		1		1		1
Junior College	0.2047		1		1		1		1		1		1		1		1		1		1
Mt. Pleasant Road & Bridge	0.1828		1		1		1		1		1		1		1		1		1		1
City of Belton	2.0361		9		9		9		9		10		10		10		10		10		10
State Blind Pension	0.0300		0		0		0		0		0		0		0		0		0		0
Belton School District	5.4119		24		24		25		25		25		25		26		26		27		27
	8.1736	\$	36	\$	36	\$	37	\$	37	\$	38	\$	38	\$	39	\$	39	\$	40	\$	40

Estimated Assessed Value of Project Improvements		\$	510	\$	510	\$	525	\$	525	\$	541	\$	541	\$	557	\$	557	\$	574	\$	574
	Tax Rate																				
Taxing Jurisdiction	per \$100	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Total									
Hospital Maintenance	0.1247	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	13									
Cass County Sheltered Workshop	0.0458	0	0	0	0	0	0	0	0	0	0	5									
Library	0.1376	1	1	1	1	1	1	1	1	1	1	14									
Junior College	0.2047	1	1	1	1	1	1	1	1	1	1	21									
Mt. Pleasant Road & Bridge	0.1828	1	1	1	1	1	1	1	1	1	1	18									
City of Belton	2.0361	10	10	11	11	11	11	11	11	12	12	205									
State Blind Pension	0.0300	0	0	0	0	0	0	0	0	0	0	3									
Belton School District	5.4119	28	28	28	28	29	29	30	30	31	31	546									
	8.1736	\$ 42	\$ 42	\$ 43	\$ 43	\$ 44	\$ 44	\$ 46	\$ 46	\$ 47	\$ 47	825									

Projected Tax Revenues Without Abatement

Estimated Assessed Value of Project Improvements		\$ 6,270,000	\$ 6,364,050	\$ 6,459,511	\$ 6,556,403	\$ 6,654,749	\$ 6,754,571	\$ 6,855,889	\$ 6,958,728	\$ 7,063,109	\$ 7,169,055
	Tax Rate										
Taxing Jurisdiction	per \$100	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Hospital Maintenance	0.1247	\$ 7,819	\$ 7,936	\$ 8,055	\$ 8,176	\$ 8,298	\$ 8,423	\$ 8,549	\$ 8,678	\$ 8,808	\$ 8,940
Cass County Sheltered Workshop	0.0458	2,872	2,915	2,958	3,003	3,048	3,094	3,140	3,187	3,235	3,283
Library	0.1376	8,628	8,757	8,888	9,022	9,157	9,294	9,434	9,575	9,719	9,865
Junior College	0.2047	12,835	13,027	13,223	13,421	13,622	13,827	14,034	14,245	14,458	14,675
Mt. Pleasant Road & Bridge	0.1828	11,462	11,633	11,808	11,985	12,165	12,347	12,533	12,721	12,911	13,105
City of Belton	2.0361	127,663	129,578	131,522	133,495	135,497	137,530	139,593	141,687	143,812	145,969
State Blind Pension	0.0300	1,881	1,909	1,938	1,967	1,996	2,026	2,057	2,088	2,119	2,151
Belton School District	5.4119	339,326	344,416	349,582	354,826	360,148	365,551	371,034	376,599	382,248	387,982
	8.1736	\$ 512,485	\$ 520,172	\$ 527,975	\$ 535,894	\$ 543,933	\$ 552,092	\$ 560,373	\$ 568,779	\$ 577,310	\$ 585,970

Estimated Assessed Value of Project Improvements		\$ 7,276,591	\$ 7,385,740	\$ 7,496,526	\$ 7,608,974	\$ 7,723,108	\$ 7,838,955	\$ 7,956,539	\$ 8,075,887	\$ 8,197,026	\$ 8,319,981	
	Tax Rate											
Taxing Jurisdiction	per \$100	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Total
Hospital Maintenance	0.1247	\$ 9,074	\$ 9,210	\$ 9,348	\$ 9,488	\$ 9,631	\$ 9,775	\$ 9,922	\$ 10,071	\$ 10,222	\$ 10,375	\$ 180,797
Cass County Sheltered Workshop	0.0458	3,333	3,383	3,433	3,485	3,537	3,590	3,644	3,699	3,754	3,811	66,403
Library	0.1376	10,013	10,163	10,315	10,470	10,627	10,786	10,948	11,112	11,279	11,448	199,500
Junior College	0.2047	14,895	15,119	15,345	15,576	15,809	16,046	16,287	16,531	16,779	17,031	296,785
Mt. Pleasant Road & Bridge	0.1828	13,302	13,501	13,704	13,909	14,118	14,330	14,545	14,763	14,984	15,209	265,033
City of Belton	2.0361	148,159	150,381	152,637	154,926	157,250	159,609	162,003	164,433	166,900	169,403	2,952,048
State Blind Pension	0.0300	2,183	2,216	2,249	2,283	2,317	2,352	2,387	2,423	2,459	2,496	43,496
Belton School District	5.4119	393,802	399,709	405,704	411,790	417,967	424,236	430,600	437,059	443,615	450,269	7,846,464
	8.1736	\$ 594,759	\$ 603,681	\$ 612,736	\$ 621,927	\$ 631,256	\$ 640,725	\$ 650,336	\$ 660,091	\$ 669,992	\$ 680,042	\$ 11,850,526

Projected PILOT Amount

Estimated Assessed Value of Project Improvements	\$	6,270,000	\$	6,364,050	\$	6,459,511	\$	6,556,403	\$	6,654,749	\$	6,754,571	\$	6,855,889	\$	6,958,728	\$	7,063,109	\$	7,169,055
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Taxing Jurisdiction	Tax Rate per											
	\$100	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	
Hospital Maintenance	0.1247	\$ 2,517	\$ 2,555	\$ 2,593	\$ 2,632	\$ 2,672	\$ 2,712	\$ 2,753	\$ 2,794	\$ 2,836	\$ 2,878	
Cass County Sheltered Workshop	0.0458	925	938	953	967	981	996	1,011	1,026	1,042	1,057	
Library	0.1376	2,778	2,819	2,862	2,905	2,948	2,992	3,037	3,083	3,129	3,176	
Junior College	0.2047	4,132	4,194	4,257	4,321	4,386	4,452	4,518	4,586	4,655	4,725	
Mt. Pleasant Road & Bridge	0.1828	3,690	3,746	3,802	3,859	3,917	3,975	4,035	4,096	4,157	4,219	
City of Belton	2.0361	41,103	41,719	42,345	42,980	43,625	44,279	44,943	45,618	46,302	46,996	
State Blind Pension	0.0300	606	615	624	633	643	652	662	672	682	692	
Belton School District	5.4119	109,250	110,888	112,552	114,240	115,954	117,693	119,458	121,250	123,069	124,915	
	8.1736	\$ 165,000	\$ 167,475	\$ 169,987	\$ 172,537	\$ 175,125	\$ 177,752	\$ 180,418	\$ 183,124	\$ 185,871	\$ 188,659	

Estimated Assessed Value of Project Improvements	\$	7,276,591	\$	7,385,740	\$	7,496,526	\$	7,608,974	\$	7,723,108	\$	7,838,955	\$	7,956,539	\$	8,075,887	\$	8,197,026	\$	8,319,981
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Taxing Jurisdiction	Tax Rate per												Total
	\$100	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040		
Hospital Maintenance	0.1247	\$ 2,921	\$ 2,965	\$ 3,010	\$ 3,055	\$ 3,101	\$ 3,147	\$ 3,194	\$ 3,242	\$ 3,291	\$ 3,340	\$ 58,209	
Cass County Sheltered Workshop	0.0458	1,073	1,089	1,105	1,122	1,139	1,156	1,173	1,191	1,209	1,227	21,379	
Library	0.1376	3,224	3,272	3,321	3,371	3,421	3,473	3,525	3,578	3,631	3,686	64,231	
Junior College	0.2047	4,796	4,868	4,941	5,015	5,090	5,166	5,244	5,322	5,402	5,483	95,553	
Mt. Pleasant Road & Bridge	0.1828	4,283	4,347	4,412	4,478	4,545	4,614	4,683	4,753	4,824	4,897	85,330	
City of Belton	2.0361	47,701	48,417	49,143	49,880	50,628	51,388	52,159	52,941	53,735	54,541	950,444	
State Blind Pension	0.0300	703	713	724	735	746	757	769	780	792	804	14,004	
Belton School District	5.4119	126,789	128,691	130,621	132,580	134,569	136,588	138,636	140,716	142,827	144,969	2,526,254	
	8.1736	\$ 191,489	\$ 194,362	\$ 197,277	\$ 200,236	\$ 203,240	\$ 206,288	\$ 209,383	\$ 212,523	\$ 215,711	\$ 218,947	\$ 3,815,405	

Projected Tax Abatement

Estimated Assessed Value of Project Improvements	\$ 6,270,000	\$ 6,364,050	\$ 6,459,511	\$ 6,556,403	\$ 6,654,749	\$ 6,754,571	\$ 6,855,889	\$ 6,958,728	\$ 7,063,109	\$ 7,169,055
Abatement Percentage	67.80%	67.80%	67.80%	67.80%	67.80%	67.80%	67.80%	67.80%	67.80%	67.80%

Taxing Jurisdiction	Tax Rate per \$100	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Hospital Maintenance	0.1247	\$ 5,301	\$ 5,381	\$ 5,462	\$ 5,544	\$ 5,627	\$ 5,711	\$ 5,797	\$ 5,884	\$ 5,972	\$ 6,062
Cass County Sheltered Workshop	0.0458	1,947	1,976	2,006	2,036	2,067	2,098	2,129	2,161	2,193	2,226
Library	0.1376	5,850	5,938	6,027	6,117	6,209	6,302	6,396	6,492	6,590	6,689
Junior College	0.2047	8,702	8,833	8,965	9,100	9,236	9,375	9,516	9,658	9,803	9,950
Mt. Pleasant Road & Bridge	0.1828	7,771	7,888	8,006	8,126	8,248	8,372	8,498	8,625	8,754	8,886
City of Belton	2.0361	86,561	87,859	89,177	90,515	91,873	93,251	94,649	96,069	97,510	98,973
State Blind Pension	0.0300	1,275	1,295	1,314	1,334	1,354	1,374	1,395	1,415	1,437	1,458
Belton School District	5.4119	230,076	233,528	237,030	240,586	244,195	247,858	251,576	255,349	259,179	263,067
	8.1736	\$ 347,485	\$ 352,697	\$ 357,987	\$ 363,357	\$ 368,808	\$ 374,340	\$ 379,955	\$ 385,654	\$ 391,439	\$ 397,311

Estimated Assessed Value of Project Improvements	\$ 7,276,591	\$ 7,385,740	\$ 7,496,526	\$ 7,608,974	\$ 7,723,108	\$ 7,838,955	\$ 7,956,539	\$ 8,075,887	\$ 8,197,026	\$ 8,319,981
Abatement Percentage	67.80%	67.80%	67.80%	67.80%	67.80%	67.80%	67.80%	67.80%	67.80%	67.80%

Taxing Jurisdiction	Tax Rate per \$100	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Total
Hospital Maintenance	0.1247	\$ 6,152	\$ 6,245	\$ 6,338	\$ 6,434	\$ 6,530	\$ 6,628	\$ 6,727	\$ 6,828	\$ 6,931	\$ 7,035	\$ 122,587
Cass County Sheltered Workshop	0.0458	2,260	2,294	2,328	2,363	2,398	2,434	2,471	2,508	2,546	2,584	45,024
Library	0.1376	6,789	6,891	6,994	7,099	7,206	7,314	7,423	7,535	7,648	7,762	135,269
Junior College	0.2047	10,100	10,251	10,405	10,561	10,719	10,880	11,043	11,209	11,377	11,548	201,232
Mt. Pleasant Road & Bridge	0.1828	9,019	9,154	9,292	9,431	9,572	9,716	9,862	10,010	10,160	10,312	179,703
City of Belton	2.0361	100,457	101,964	103,494	105,046	106,622	108,221	109,844	111,492	113,164	114,862	2,001,604
State Blind Pension	0.0300	1,480	1,502	1,525	1,548	1,571	1,595	1,618	1,643	1,667	1,692	29,492
Belton School District	5.4119	267,013	271,018	275,084	279,210	283,398	287,649	291,964	296,343	300,788	305,300	5,320,210
	8.1736	\$ 403,270	\$ 409,319	\$ 415,459	\$ 421,691	\$ 428,016	\$ 434,437	\$ 440,953	\$ 447,567	\$ 454,281	\$ 461,095	\$ 8,035,121

CASS COUNTY **** REAL ESTATE **** TAX RECEIPT: 2019

PRIME SITE II % MICHAEL HALES
4701 W 144TH TER
LEAWOOD, KS 66211

TAX YEAR: 2019
ACCT #: 1479700
TOTAL PAID: \$35.96
PAID ON: 12/26/2019

Personal Description

Map Number:

5-01-12-000-000-004.000

Situs Address:

UNKNOWN
BELTON, MO 64012
SEC: 12 TWP: 46 RNG: 33 Book/Page: 1438/120

ACREAGE: 20.00

Legal Description:

TIF E2 SW LY E OF Y HWY EX E527 & EX
S1283

Subdivision/Blk/Lot:

Description

#124 BELTON

STATE

MT PLEAS ROAD

CASS CO LIBRARY

HOSPITAL MAINT

METRO JR COLL

SHELTER WKSHOP

BELTON-CITY

Tax Amount:

TOTAL DUE:

Rate

5.4119

0.0300

0.1828

0.1376

0.1247

0.2047

0.0458

2.0361

8.1736

Tax Amt

23.81

0.13

0.80

0.61

0.55

0.90

0.20

8.96

35.96

\$35.96

Assessed Values

Residential:

0

TOTAL ASSESSED

440

EXHIBIT B
TO ORDINANCE NO. 2020-_____

DEVELOPMENT AND PERFORMANCE AGREEMENT

DEVELOPMENT AND PERFORMANCE AGREEMENT

between the

CITY OF BELTON, MISSOURI

and

NORTHPOINT DEVELOPMENT, LLC

Dated as of _____, 2020

**Relating to the Development of
Commercial Apartment Facilities**

Prepared By:

**Gilmore & Bell, P.C.
Kansas City, Missouri**

DEVELOPMENT AND PERFORMANCE AGREEMENT

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATION

Section 1.01.	Definitions	2
Section 1.02.	Rules of Interpretation	4

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01.	Representations and Warranties of the City	5
Section 2.02.	Representations and Warranties of the Company.	6

ARTICLE III

COMPLIANCE WITH CITY ORDINANCES

Section 3.01.	General	7
Section 3.02.	Permits and Approvals	7

ARTICLE IV

DESIGN OF THE PROJECT

Section 4.01.	General	7
Section 4.02.	Final Plans and Specifications	7

ARTICLE V

CONSTRUCTION

Section 5.01.	General	8
Section 5.02.	Insurance.....	8
Section 5.03.	Liens.	9
Section 5.04.	Certificate of Substantial Completion	10
Section 5.05	Bonds	10
Section 5.06	Prevailing Wage	11

ARTICLE VI

DEVELOPMENT INCENTIVES

Section 6.01.	Cooperation to Implement Development Incentives	10
Section 6.02.	Timing of Implementation of Development Incentives.....	10
Section 6.03.	Bond Costs.....	10
Section 6.04.	Estimate of the Cost of the Project	10
Section 6.05.	Terms of Abatement and Lease.....	10
Section 6.06.	Bonds	11
Section 6.07.	City Approvals.....	11

Section 6.08.	Sales Tax Exemption	11
Section 6.09.	Issuance of Bonds	11
Section 6.10.	City to Select Bond Counsel, Bond Trustee, and Financial Advisor	12

ARTICLE VII

PROPERTY TAX EXEMPTION; PILOT PAYMENTS

Section 7.01.	Property Tax Exemption	12
Section 7.02.	Payments in Lieu of Taxes	12
Section 7.03.	Distribution of Pilot Payments	12
Section 7.04.	Obligation of City to Effect Tax Abatement	13
Section 7.05.	Administration Costs	13
Section 7.06.	Other Property Taxes in Connection with the Project	13
Section 7.07.	Cessation of Operations at the Project Site	13
Section 7.08.	No Abatement on Special Assessments, Licenses or Fees	13
Section 7.09	PILOT Reserve Account/Deed of Trust	15

ARTICLE VIII

COVENANTS AND AGREEMENTS

Section 8.01.	Inspection	14
Section 8.02.	Compliance with Laws	14
Section 8.03.	Purchase, Construction, Improvement, Installation and Operation	14
Section 8.04.	Maintenance of Existence	14
Section 8.05.	Maintenance and Repairs	14
Section 8.06.	Taxes, Assessments and Other Governmental Charges	14
Section 8.07.	Permits and Authorizations	15
Section 8.08.	Damage or Destruction	15
Section 8.09.	Lender Approval	16
Section 8.10.	Environmental Laws and Hazardous Substances	16

ARTICLE IX

INDEMNIFICATION AND RELEASE

Section 9.01.	Indemnity	17
Section 9.02.	Notification of Action	17
Section 9.03.	Settlement	18
Section 9.04.	Survival	18

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.01.	Reserved	18
Section 10.02.	Company Event of Default	18
Section 10.03.	City Event of Default	19
Section 10.04.	Remedies	19
Section 10.05.	Enforcement	20

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 11.01.	Consents and Cooperation	20
Section 11.02.	Relationship	20
Section 11.03.	Applicable Law	20
Section 11.04.	Entire Agreement; Amendment	20
Section 11.05.	Counterparts	20
Section 11.06.	Severability	20
Section 11.07.	Limit on Liability	21
Section 11.08.	Headings	21
Section 11.09.	Notices	21
Section 11.10.	Waiver	21
Section 11.11.	Negotiation of Agreement	22
Section 11.12.	Tax Implications	22
Section 11.13.	Exhibits	22
Section 11.14.	Agreement to Control	22
Section 11.15.	Term of Agreement	22
Section 11.16.	Electronic Storage of Documents	22
Section 11.17.	Employee Verification	22
Section 11.18.	Survival of Representations	22

ARTICLE XII
ASSIGNMENT

Section 12.01.	Assignment or Sale Prior to Completion of Construction	22
Section 12.02.	Assignment or Sale After Completion of Construction	23

Exhibit A	Description of the Project Site
Exhibit B	Description of the Project
Exhibit C	Payment in Lieu of Taxes Payment Schedule
Exhibit D	Certificate of Substantial Completion
Exhibit E	Company Engagement Letter
Exhibit F	Company Public Improvements
Exhibit G	Development Requirements related to the Project

DEVELOPMENT AND PERFORMANCE AGREEMENT

THIS DEVELOPMENT AND PERFORMANCE AGREEMENT (“Agreement”) entered into as of _____, 2020, by and between the **CITY OF BELTON, MISSOURI**, a constitutional charter city organized and existing under the laws of the State of Missouri (the **“City”**), and **NORTHPOINT DEVELOPMENT, LLC**, a Missouri limited liability company (the **“Company”**) (the City and the Company are each a **“Party”** or collectively the **“Parties”**). Capitalized terms not defined elsewhere in this Agreement shall have the meaning set forth in **Section 1.01** hereof.

RECITALS:

1. The City has received a proposal from the Company for the development of “class A” luxury multi-family apartments within the corporate limits of the City, as more specifically described in **Exhibit B**, on certain real property of the Company (the “Project Site”).

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

3. Following notice to be provided to affected taxing jurisdictions in accordance with Section 100.059.1 of the Chapter 100 Act, the City Council will consider an Ordinance or Ordinances (the **“Ordinance”**) (i) approving a plan for the Project (defined below), (ii) approving this Agreement, and (iii) authorizing the issuance of approximately \$44,000,000 in aggregate principal amount of Taxable Commercial Revenue Bonds (NorthPoint Development Project - Apartments) (the **“Bonds”**).

4. Pursuant to the Ordinance the City will be authorized to execute and deliver (a) a Trust Indenture (the **“Indenture”**), between the City and BOKF, N.A., as trustee (the **“Trustee”**), for the purpose of issuing and securing the Bonds, (b) a Lease Agreement (the **“Lease”**) with the Company, as lessee, with respect to the Bonds, under which the City, as lessor, will purchase, construct, extend and improve the Project and will lease the Project and Project Site (together, the **“Leased Property”**) to the Company, and (c) a Deed of Trust (the **“Deed of Trust”**) granted by the City to secure payment of the Bonds and other obligations related to the Indenture, the Lease, this Agreement and the Bonds.

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

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

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATION

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

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

“Agreement” means this Development and Performance Agreement dated as of _____, 2020, between the City and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

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

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

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

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

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

“City Event of Default” is defined in **Section 10.03**.

“City Indemnified Parties” is defined in **Section 9.01**.

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

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

“Company” means Northpoint Development, LLC, a Missouri limited liability company, and its successors and assigns.

“Company Event of Default” is defined in **Section 10.02**.

“Company Public Improvements” means those public improvements to be constructed by the Company on and around the Project Site as more specifically described in **Exhibit F**.

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

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

“Effective Date” means the date of this Agreement.

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

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

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

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

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

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

“Lease” is defined in the recitals above.

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

“Lien” is defined in **Section 5.06**.

“Permits” is defined in **Section 3.02**.

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

“Plan” is defined in **Section 6.07(a)**.

“Plans and Specifications” means the schematic drawings, the design development drawings, and the construction plans and specifications prepared by the Project architect for the development of the Project in accordance with **Section 4.02**.

“Project” means, collectively, the Project Site and Project Improvements as they may at any time exist.

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

“Project Improvements” a facility comprised of rentable space operated for profit by the Company in accordance with this Agreement as a “class A” luxury multi-family apartment complex and associated uses as described in more detail in **Exhibit B** to this Agreement, including the development requirements provided in more detail in **Exhibit G** to this Agreement.

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

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

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

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

(a) The terms defined in this Agreement which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document; provided, that nothing contained in this sentence shall be construed to authorize any such renewal, extension, modification, amendment or restatement other than in accordance with **Section 11.04** below.

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

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) Benefit to the City and State. The City represents that the Project will significantly benefit the City and the State of Missouri by (i) stimulating economic development in the City and the State; and (ii) increasing local and state tax revenues.

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

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

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

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

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

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

(h) Construction Permits. Except as otherwise provided herein, the City has no reason to believe that the governmental permits and licenses required by the Company to be issued by the City to construct, occupy and operate the Project will not be issued in a timely manner in order to permit the Project to be constructed pursuant to this Agreement and, further, the City will cooperate with the Company to obtain any and all such permits and licenses and shall use reasonable efforts to expedite any such permits and licenses which are within the City's control.

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

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

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

(a) Benefit to the City and State. The Company represents that the Project will benefit the City and the State of Missouri by (i) stimulating economic development in the City and the State; and (ii) increasing local and state tax revenues.

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

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

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

(e) No Material Change. (i) The Company has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business and the transactions contemplated by this Agreement and (ii) there has been no material adverse change in the business,

financial position, prospects or results of operations of the Company, or any Affiliate of the Company, which could affect the Company's ability to perform its obligations pursuant to this Agreement.

(f) Governmental or Corporate Consents. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Company of this Agreement, other than the permits, licenses, consents, approvals and other authorizations that the Company commits to obtain and comply with as set forth in **Section 3.02** hereof.

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

(h) Approvals. Except as otherwise provided herein, the Company and its Affiliates have received and are in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct their business as heretofore conducted by it and to own or lease and operate their properties as now owned or leased by it.

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

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

ARTICLE III

COMPLIANCE WITH CITY ORDINANCES

Section 3.01. General. Except as otherwise provided herein, the Company will work with the City in order to comply with all Applicable Laws and Requirements and the City's ordinances, rules and procedures in connection with the Project.

Section 3.02. Permits and Approvals. The Company will obtain and comply with any necessary permits, licenses, fees, consents, approvals, and other authorizations required from Governmental Authorities, including those required by Environmental Laws (the "**Permits**"), and the City will cooperate with the Company to obtain any and all such Permits and shall use reasonable efforts to expedite any such Permits which are within the City's control. The Company will pay all Permits.

ARTICLE IV

DESIGN OF THE PROJECT

Section 4.01. General. The Company will provide the City with any necessary plans and specifications for the purpose of reviewing Land Use Applications for the Project and the Company Public Improvements. The City agrees to cooperate with the Company and to process and timely consider all complete applications as received, all in accordance with the adopted municipal codes and laws of the State; provided, however, that nothing herein contained shall be construed as the City's current approval of, or acquiescence to, any approvals, the parties acknowledging that such matters can

only be approved by the City in the proper exercise of its municipal functions through appropriate governmental procedures.

Section 4.02. Final Plans and Specifications. The Company will prepare and submit a site plan of the Project and the Company Public Improvements for the City's review in accordance with the City's site plan review process. The City and Company agree that (1) the approved site plan shall guide the design and construction of the Project and the Company Public Improvements; and (2) the Company may make changes from time to time to the approved site plan, as permitted by the City code.

ARTICLE V

CONSTRUCTION

Section 5.01. General. The Company will diligently proceed with the construction of the Project and the Company Public Improvements. The Company will construct the Project as market conditions permit with ultimate build out of 322 units of Class A luxury apartments, unless otherwise agreed to by the City Manager, which agreement shall not be unreasonably withheld. The Company will use commercially reasonable efforts to market the Project to potential tenants or other users until all buildings included in the Project are leased on or before June 30, 2023. Construction of the Project shall be pursued in a good and workmanlike manner in accordance with the terms of this Agreement.

The Company will provide for the design, construction and completion of the Company Public Improvements, subject to the City's right to review, inspect, and approve the plans and specifications for the Company Public Improvements which approvals shall not be unreasonably conditioned, withheld or delayed.

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

The Company will cooperate with the City to dedicate to the City, at no cost to the City, certain right-of-way and easements over the Project Site which are, in the City's judgment, reasonably necessary for the ownership and maintenance of the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Project. The form of any such right-of-way and/or easements shall be acceptable to the City and the Company. The City shall be under no obligation to accept the dedication or conveyance of any right-of-way or easements until the City has determined that the right-of-way or easements are necessary for the ownership and maintenance of the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Project, and that the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Project have been inspected and approved to the reasonable satisfaction of the City.

Section 5.02. Insurance.

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

following insurance with respect to the Leased Property (unless the requirement therefor shall be waived by the City in writing):

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

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

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

(c) In the event of loss or damage to any of the Project, the Net Proceeds of property insurance carried pursuant to this Section shall be applied as provided in **Sections 8.08 and 8.09** of this Agreement.

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

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

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

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

(f) In accordance with section 427.120 of the Revised Statutes of Missouri, as amended, in the event the Company shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Agreement, the City shall provide written notice of such failure to the Company. In the event the Company does not provide evidence of such insurance within ten (10) days of such notice, the City may (but shall be under no obligation to) contract for the required policies of insurance and pay the

premiums on the same; and the Company agrees to reimburse the City to the extent of the amounts so advanced, with interest thereon at the rate of 5% per annum. The City shall notify the Company in writing that the Company has failed to maintain the insurance coverage required by this Agreement prior to purchasing any such insurance. This insurance obtained by the City may, but need not, protect the Company's interests. The coverage that the City may purchase may not pay any claim that the Company may make or any claim that may be made against the Company in connection with the Project. The Company may later cancel any insurance purchased by the City, but only after providing evidence that the Company has obtained insurance as required by this Agreement. The costs of the insurance obtained by the City may be more than the cost of insurance the Company may be able to obtain on their own.

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

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

Section 5.03. Liens. The Company will complete the Project free of any laborer's, materialmen's, mechanic's or other similar liens (and excepting, further, liens associated with Company's financing of the Project) ("**Lien**") and shall not permit any Lien to be filed or otherwise imposed on any part of the Project or the Leased Property; provided, however, that the Company shall not be in default if Liens are filed or established and Company contests in good faith said Liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom.

Section 5.04. Certificate of Substantial Completion. After substantial completion of the Project in accordance with the provisions of this Agreement, the Company will submit a Certificate of Substantial Completion to the City. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit D**. The Construction Inspector shall, within thirty (30) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the City unless, prior to the end of such 30-day period after delivery, the City furnishes the Company with specific written objections to the status of the Project, describing such objections and the measures required to correct such objections in reasonable detail.

Section 5.05. Bonds. For the Project and the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Project, the Company will, or will ensure that its contractors shall, provide for the following bonds:

(a) Payment Bond. Prior to commencement of construction on the Project, including any construction on public property including but not limited to the State of Missouri or the City, and ending upon completion of the Project and the acceptance of the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Project, the Company shall, or shall ensure that its contractors shall, maintain a payment bond in a form approved by the City Attorney,

in an amount equal to the cost of the Project and any other public facilities which will be dedicated to the City in connection with the Project covered by such bond, as determined by the City Engineer, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The payment bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.

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

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

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

(d) Letter of Credit. In lieu of a Payment and Performance Bond to be delivered related to the construction of the Project, the Company may deliver a letter of credit in form and substance satisfactory to the City Attorney, in an amount equal to the cost of the Project and any other public facilities which will be dedicated to the State or the City in connection with the Project.

ARTICLE VI

DEVELOPMENT INCENTIVES

Section 6.01. Cooperation to Implement Development Incentives. The Company shall cooperate and the City shall use best faith efforts to authorize and implement the issuance of the Bonds, as described in more detail in **Article VII** below (the “**Tax Abatement**”).

Section 6.02. Timing of Implementation of Development Incentives. The Parties shall cooperate to complete all steps necessary to implement the Tax Abatement for the Project in order to ensure that the City has adequate time to complete the statutory processes necessary for implementation of the Tax Abatement in time to fully realize the benefits of the Tax Abatement.

Section 6.03. Bond Costs. The Company will enter into an engagement letter with Bond Counsel in substantially the form attached hereto as **Exhibit E** whereby the Company agrees to pay all costs associated with the issuance of the Bonds. The Company will also pay the annual fees of the bond trustee for the Bonds.

Section 6.04. Estimate of the Cost of the Project.

(a) The estimated total cost of the Project is approximately \$44,000,000, which is subject to change in accordance with this Agreement.

(b) As a condition to the continued provision of the Tax Abatement as set forth herein, the Company will be required to make a cumulative minimum investment of \$44,000,000 in the Project, which is subject to change in accordance with this Agreement.

Section 6.05. Terms of Abatement and Lease.

(a) Project. The City will consider issuance of the Bonds in order to provide Tax Abatement for the Project Site and the Project thereon under the Chapter 100 Act for a period of 20 years beginning in the year following the Completion of Construction of the Project. The Project Site and the Project are expected to be exempt from taxation under Chapter 100, but will be subject to the requirement to make PILOT Payments in accordance with **Article VII** below.

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

Section 6.06. Bonds. Under the Chapter 100 Act, the City has legal authority to take title to the Leased Property as security for bonds issued under the Chapter 100 Act. The Bonds will be issued upon such terms, in such amounts and at such time as shall be satisfactory to the City and the Company, and subject to the conditions of issuance of the Bonds set forth herein. The Bonds will not be an indebtedness or general obligation, debt or liability of the City within the meaning of any constitutional or statutory debt limitation or restriction. The parties hereby agree that the Bonds shall be able to be prepaid at any time without penalty.

Section 6.07. City Approvals.

(a) Prior to the issuance of the Bonds, using information supplied by the Company, the City agrees to prepare a plan and cost-benefit analysis for the Project meeting the requirements of Section 100.050 RSMo, as amended (the “**Plan**”). Approval of the Plan by a majority vote of the governing body of the City shall be a precondition to the issuance of the Bonds by the City for the Project which approval shall not be unreasonably conditioned, withheld or delayed.

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

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

Section 6.08. Sales Tax Exemption. It is the City and the Company’s expectation that the purchase of any and all materials used in the construction of the Project shall be exempt from taxation pursuant to Article III, Section 39(10) of the Missouri Constitution and Section 144.062, RSMo. The City shall issue the Company temporary and/or permanent sales and/or use tax exemption certificates for the purpose of providing the sales and/or use tax exemption on such materials. The Company will account for all purchases for which the sales tax exemption is used and will provide such accounting to the City at least quarterly. The Company will reimburse the City and/or the other recipients of the sales and/or use tax if it is determined that such exemption was improperly used or that the City did not have the legal authority to issue such certificate for such purposes, and to otherwise indemnify and defend the City pursuant to **Section 9.01** with respect to the use of the sales and/or use tax exemption certificates absent negligence or willful misconduct on the part of the City.

Section 6.09. Issuance of Bonds.

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

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

Section 6.10. City to Select Bond Counsel, Bond Trustee, and Financial Advisor. The City shall have the right to select the designated Bond Counsel and the financial advisor (and such additional consultants as the City deems necessary for the issuance of the Bonds).

ARTICLE VII

PROPERTY TAX EXEMPTION; PILOT PAYMENTS

Section 7.01. Property Tax Exemption. So long as the City owns title to the Project Site and the Project, and the Company constructs, maintains and operates the Project as a Class A luxury apartment complex with at least 322 units, the City expects that such Project Site and Project shall be exempt from *ad valorem* taxes on real property. The Project Site and Project will be leased to the Company. The Company will receive twenty years of abatement for the Project, subject to the requirement to make PILOT Payments as set forth in this **Article VII**.

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

Section 7.02. Payments In Lieu of Taxes. The Company covenants and agrees to make PILOT Payments to the City on or before each December 31, in the following amounts, in the years subsequent to the Completion of Construction of the Project, as set forth in **Exhibit C** hereto:

Year	Fixed PILOT
2022	\$80,500
2023	163,415
2024	165,866
2025	168,354
2026	170,880
2027	173,442
2028	176,045
2029	178,686
2030	181,366
2031	184,086

Year	Fixed PILOT
2032	\$186,848
2033	189,650
2034	192,495
2035	195,382
2036	198,313
2037	201,288
2038	204,307
2039	207,372
2040	210,482
2041	213,640

The PILOT Payment is calculated as an amount equal to the total number of leaseable units (expected as of the date of this Agreement to be 322 units) multiplied by \$500. The PILOT Payments will be adjusted from this schedule depending upon the number of leasable units of the Company.

The Company will also make a PILOT Payment during construction of the Project in 2020 and 2021 in the amount of \$100.

Section 7.03. Distribution of Pilot Payments. Within 30 days of the date of receipt of the PILOT Payments pursuant to **Section 7.02**, the City or other designated billing/collection agent shall

distribute the PILOT Payment, after reduction for the administrative costs of the City as provided by **Section 7.05** below, among the taxing jurisdictions in proportion to the amount of taxes which would have been paid in each year had the Project not been exempt from taxation pursuant to this Agreement.

Section 7.04. Obligation of City to Effect Tax Abatement. The City agrees to take all actions within its control to obtain and/or maintain in effect the exemption referred to in **Section 7.01** above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of any governmental taxing authority to recognize the exemption provided herein. The City covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of *ad valorem* taxes on the Project. In the event such a levy or assessment should occur, the City shall, at the Company's request and at the Company's expense, fully cooperate with the Company in all reasonable ways to prevent and/or remove any such levy or assessment against the Project.

Section 7.05. Administration Costs. Under Section 100.050 of the Chapter 100 Act, the City may require the Company to reimburse the City for its actual costs of issuing the Bonds and administering the Plan including costs associated with this Agreement, in an amount of no greater than \$1,000 per year. The City will provide a statement for such costs to the Company not later than November 15th of each year and the Company will reimburse the City for its costs on or before December 1 of each year continuing until December 1 of the year in which this Agreement expires or is terminated.

Section 7.06. Other Property Taxes in Connection with the Project. The real property tax exemption provided by the City's ownership of the Project is expected to apply to all interests in the Project during the period they are owned by the City. If any *ad valorem* property taxes are levied by or on behalf of any Taxing Jurisdiction against any interest in the Project during the period the City owns the Project (including, without limitation, any *ad valorem* taxes levied against the Company's rights in the Lease), the amount of *ad valorem* tax payments related to such levy or levies which are paid by the Company and received by the City shall be credited against and reduce on a *pro rata* basis the amount of the PILOT Payments the Company is obligated to pay pursuant to this Agreement. The Company shall be responsible for any taxes related to any interest in the Project which the Company owns in its own name or granted to the Company other than pursuant to the Lease.

Section 7.07. Cessation of Operations at the Project Site. If for any reason the Company completely abandons or ceases leasing or marketing activity at the Project Site during the term of this Agreement for a period of at least 180 consecutive days, and the Company fails to exercise its option to purchase the Project Site within 180 days after such abandonment or cessation of leasing or marketing activity, the Company shall make a PILOT Payment to the City (to be distributed as provided in **Section 7.02**) with respect to the abandoned Project Site equal to 100% of the amounts that would otherwise be payable to each taxing jurisdiction if the Project Site was not owned by the City. Such payment shall be made on or before December 1 in the year in which the Company completely vacates, abandons or ceases operations and on each December 1 thereafter for each year in which the Project is, on January 1 of such year, still titled in the name of the City, and the Company has completely vacated, abandoned or ceased operations at a Project Site.

Section 7.08. No Abatement on Special Assessments, Licenses or Fees. The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Company hereby agrees to make payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Project if such Project was not owned by the City.

Section 7.09. PILOT Reserve Account / Deed of Trust.

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

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

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

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

(e) At any time during the term of this Agreement, and in lieu of the PILOT Reserve Requirement, the Company may elect to allow the City to file a deed of trust securing the Bonds and the payments to be made by the Company pursuant to this Agreement and the Lease Agreement, in a form mutually agreed upon by the Company and the City. If such a deed of trust is recorded, the funds in the PILOT Reserve Account, if any, will be released to the Company. The City agrees to subordinate such deed of trust to the Mortgage (as defined in the Lease) of any Lender (as defined in the Lease), to be documented in the manner described in the Lease, provided that such deed of trust shall provide for the PILOT Payment due under this Agreement from enforcement proceeds under such Mortgage in the same manner and priority as such proceeds would commonly be applied to the payment of real property taxes (after costs of enforcement/collection but before application to principal of or interest on the loan(s) secured by the Mortgage).

ARTICLE VIII

COVENANTS AND AGREEMENTS

Section 8.01. Inspection. The City may conduct such periodic inspections of the Project as may be generally provided in the City's ordinances. In addition, the Company agrees that the City and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least five business days' advance written notice and to the Company's usual business proprietary, safety and

security requirements, to enter upon the Project Site to examine and inspect the Project and only such records of the Company as may be required to demonstrate compliance with this Agreement.

Section 8.02. Compliance with Laws. To the best of the Company's knowledge, the Project is and will be in material compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project, including Environmental Laws, subject to all applicable rights of the Company to contest the same.

Section 8.03. Purchase, Construction, Improvement, Installation and Operation. The Project will be purchased, constructed, improved, installed and operated in a manner that is generally consistent with the intent of the Project described herein and in the Lease.

Section 8.04. Maintenance of Existence. The Company agrees that prior to Completion of Construction, they will maintain their corporate or limited liability company existence, and will not dissolve or otherwise dispose of all or substantially all of their assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation or limited liability company (i.e., a corporation incorporated and existing under the laws of one of the states of the United States) or permit one or more other domestic corporations or limited liability companies to consolidate with or merge into them, or may sell or otherwise transfer to another domestic corporation or limited liability company all or substantially all of their assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee corporations or limited liability companies expressly assume in writing all the obligations of the Company contained in this Agreement; and, further provided, that the surviving, resulting or transferee corporations or limited liability companies, as the case may be, have a consolidated net worth (after giving effect to said consolidation, merger or transfer) at least equal to or greater than that of the Company immediately prior to said consolidation, merger or transfer and there shall be delivered to the City and the Trustee a Certificate of an independent certified public accountant to such effect. The term "net worth", as used in this Section, shall mean the difference obtained by subtracting total liabilities (not including as a liability any capital or surplus item) from total assets of the Company and all of its subsidiaries.

Section 8.05. Maintenance and Repairs. Throughout the term of each Lease, the Company shall, at its own expense, (i) keep the Leased Property in reasonably safe operating condition and keep the Leased Property in good repair as Class A luxury apartments, reasonable wear, tear, depreciation and obsolescence excepted, making from time to time all repairs thereto and renewals and replacements thereof it determines to be necessary and (ii) keep the Leased Property and all parts thereof free from filth, nuisance or conditions unreasonably increasing the danger of fires.

Section 8.06. Taxes, Assessments and Other Governmental Charges.

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

be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the term of the Lease.

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

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

Section 8.07. Permits and Authorizations. The Company shall not do or permit others under their control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. The City agrees to act promptly on all requests for such municipal permits and authorizations. All such work shall be done in a good and workmanlike manner and in strict compliance with all applicable material building and zoning laws and governmental regulations and requirements, and in accordance with the requirements.

Section 8.08. Damage or Destruction.

(a) If a Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding the Project is of a value not less than the value thereof immediately prior to the occurrence of such damage or destruction. The Net Proceeds of casualty insurance required by **Section 5.04** hereof received with respect to such damage or loss to the Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. Insurance monies in an amount less than \$1,000,000 may be paid to or retained by the Company to be held in trust and used as provided herein. Insurance monies in any amount of \$1,000,000 or more shall be paid to the Trustee and deposited in the Project Fund and shall be disbursed as provided in **Section 3.04** of the Lease to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof unless required otherwise by the Mortgage (as defined in the Lease).

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Agreement has not been terminated, the excess shall be deposited in the Bond Fund created under the Indenture in the subaccount relating to the applicable portion of the Project damaged or destroyed, subject to the rights of any leasehold mortgagee. Completion of such repairs, restoration, replacement or rebuilding shall be evidenced by a certificate of completion in a form satisfactory to the City and Trustee. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

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

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

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

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

Section 8.09. Lender Approval. Notwithstanding any of the requirements contained in **Section 8.08** above, the proceeds of any insurance received subsequent to a casualty shall be applied as directed by the financing documents for any lender on the Project Site.

Section 8.10. Environmental Laws and Hazardous Substances. As used in this Section, the following terms have the following meanings:

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

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

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

(c) Prior to the transfer to the City of the Project Site, the Company will deliver to the City a Phase I environmental site assessment evidencing that Hazardous Substances do not exist on the Project Site. In the event the Phase I environmental site assessment reports the need for further investigation of

the existence of Hazardous Substances on the Project Site, the Company will obtain a Phase II environmental site assessment.

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

ARTICLE IX

INDEMNIFICATION AND RELEASE

Section 9.01. Indemnity. Unless resulting from the negligence or willful misconduct of the City Indemnified Parties (defined below), the Company agrees to indemnify, defend, and hold the City, its officials, agents and employees (collectively, the "**City Indemnified Parties**") harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and reasonable attorneys' fees, directly resulting from:

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

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

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

(d) the Company's failure to provide the bonds or letters of credit set forth in **Section 5.05**;
or

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

Section 9.02. Notification of Action. In the event any suit, action, investigation, claim or proceeding (collectively, an "**Action**") is begun or made as a result of which the Company may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties shall give prompt written notice to the Company of the occurrence of such event. After receipt of such notice, the Company may elect to defend, contest or otherwise protect the City Indemnified Parties against any such Action, at the reasonable cost and expense of the Company, utilizing counsel of the Company's choice. The City Indemnified Parties shall assist, at Company's sole discretion, in the defense thereof. In the event that the Company shall fail to timely defend, contest or otherwise protect any of the City Indemnified Parties against such Action, the City Indemnified Parties shall have the right to do so, and (if such defense is undertaken by the City Indemnified Parties after notice to the Company asserting the Company's failure to timely defend, contest or otherwise protect against such Action) the reasonable and necessary cost of such defense shall be at the expense of the Company.

Section 9.03. Settlement. Any one of the City Indemnified Parties shall submit to the Company any settlement proposal that the City Indemnified Parties shall receive which may only be

accepted with the approval of the Company. Neither the Company nor the City Indemnified Parties will unreasonably withhold its consent to a proposed settlement.

Section 9.04. Survival. The right to indemnification set forth in this Agreement arising during the term of this Agreement shall survive the Closing.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.01. Reserved.

Section 10.02. Company Event of Default. Subject to Excusable Delays, a “Company Event of Default” shall include the following:

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

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

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

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

Section 10.03. City Event of Default. A “City Event of Default” shall include the following:

(a) Any representation or warranty made by the City herein proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected or brought into compliance within forty-five (45) days after there has been given to the City by the Company a written notice specifying such untruth and requiring it to be remedied; provided, that if such untruth cannot be fully remedied within such forty-five (45) day period, but can reasonably be expected to be fully

remedied and the City is diligently attempting to remedy such untruth, such untruth shall not constitute an event of default if the City shall immediately upon receipt of such notice diligently attempt to remedy such untruth and shall thereafter prosecute and complete the same with due diligence and dispatch; or

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

Section 10.04. Remedies.

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

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

(c) Upon a Company Event of Default hereunder this Agreement may be terminated by written notice to the Company from the City. Upon such Project termination the Company shall make a PILOT Payment to the City equal to (i) the *pro rata* amount payable pursuant to **Section 7.02** hereof from January 1 of the year in question through the effective date of termination for the Project, plus (ii) the *pro rata* amount of taxes that would be due for the remaining portion of the year with respect to the Project assuming the Leased Property was not subject to Tax Abatement during such year; provided, however, the payment of PILOT Payments following cessation of marketing or leasing activity shall be governed by **Section 7.07**.

Section 10.05. Enforcement. In addition to the remedies specified in **Section 10.04**, upon the occurrence of a Company Event of Default, the City or any taxing jurisdictions that would benefit from the PILOT Payments provided for in this Agreement may bring an action for specific performance to enforce such payments. In the event of litigation pertaining to the enforcement of this Agreement, the losing party shall pay all costs of litigation, including reasonable attorneys' fees.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 11.01. Consents and Cooperation. Wherever in this Agreement the consent or approval of the City is required, such consent or approval shall not be unreasonably withheld, delayed or conditioned, shall be in writing and shall be executed by a duly authorized officer or agent of the party granting such consent or approval. Further, the City and the Company agree to take such reasonable actions as may be necessary to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions and intent. Any consent or approval required by the City may be provided by the City Manager and the City Manager may seek the input or a decision from the City Council on any matter.

Section 11.02. Relationship. In the performance of this Agreement, the Company shall act solely as an independent contractor. Neither this Agreement nor any agreements, instruments, documents, or transactions contemplated hereby shall in any respect be interpreted, deemed or construed as making the Company a partner, joint venturer with, or agent of, the City. The City and the Company agree that neither party will make any contrary assertion, claim or counterclaim in any action, suit, arbitration or other legal proceedings involving the City and the Company.

Section 11.03. Applicable Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Missouri for all purposes and intents.

Section 11.04. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the City and the Company with respect to the matters herein and no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the City and the Company.

Section 11.05. Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

Section 11.06. Severability. In the event any section, term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision.

Section 11.07. Limit on Liability. The Parties agree that no official, director, officer, agent, employee, representative, attorney or consultant of the City shall be personally or otherwise in any way liable to the Company in the event of any default, breach or failure of performance by the City under this Agreement or for any amount which may become due to the Company or with respect to any agreement, indemnity, or other obligation under this Agreement.

Section 11.08. Headings. Headings of articles and sections are inserted only for convenience and are in no way to be construed as a limitation or expansion on the scope of the particular articles, sections or subsections to which they refer. Words in the singular shall include the plural, and vice versa, where appropriate.

Section 11.09. Notices. Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently

given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally or by a reputable overnight delivery service:

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

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

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

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

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

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

Section 11.10. Waiver. The failure of either Party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either Party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party.

Section 11.11. Negotiation of Agreement. The City and Company are governmental and business entities, respectively, each having been represented and advised by competent counsel, and each has fully participated in the negotiation and drafting of this Agreement and has had ample opportunity to review and comment on all previous drafts. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

Section 11.12. Tax Implications. The Company acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents have provided to them any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Company is relying solely upon its own tax advisors in this regard.

Section 11.13. Exhibits. All exhibits which are attached or referred to in this Agreement are specifically incorporated herein by reference and form an integral part hereof.

Section 11.14. Agreement to Control. In the event of any conflict between the terms of this Agreement and any other agreements between the City and the Company, the provisions of this Agreement shall control and supersede the conflict.

Section 11.15. Term of Agreement. Except as otherwise provided herein, this Agreement shall continue in force for so long as (a) any Bonds shall remain outstanding; or (b) the Project is titled in the name of the City. This Agreement shall terminate on the retirement of all Bonds issued with respect to the Project.

Section 11.16. Electronic Storage of Documents. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means.

Section 11.17. Employee Verification. The Company shall comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement (i.e., the Company) to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City Clerk on or before November 15 of each year during the term of this Agreement, beginning November 15, 2021, and also upon execution of this Agreement.

Section 11.18. Survival of Representations. The representations of the Parties set forth in this Agreement shall survive the Closings.

ARTICLE XII

ASSIGNMENT

Section 12.01. Assignment or Sale Prior to Completion of Construction. Prior to the Completion of Construction of the Project, the Company shall not assign any of its rights hereunder (a “**Transfer**”) without first obtaining the written consent of the City. Notwithstanding the foregoing, the City shall not withhold its consent if it is reasonably satisfied that the proposed assignee has significant experience developing or managing industrial parks and the financial ability to complete the Project. Subject to the requirements of **Section 8.04**, and notwithstanding the foregoing, so long as the Company is not in default hereunder, the Company may (a) consummate a Transfer to an Affiliate without the necessity of obtaining the City’s consent, or (b) collaterally assign this Agreement to lenders providing financing for the Project. Company shall notify City of any Transfer permitted hereunder within ten (10) days of closing on such assignment.

In the event of a Transfer pursuant to this **Section 12.01**, upon delivery to the City of an assumption document as described in **Section 12.02(b)** below, the Company shall be released from any further obligations set forth herein accruing after the date of such assignment.

Section 12.02. Assignment or Sale After Completion of Construction. Following Completion of Construction of the Project, this Agreement and the rights, duties and obligations hereunder as they relate to the Project may be fully and freely assigned by the Company subject to the following:

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

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

In the event this Agreement is assigned in whole pursuant to this **Section 12.02** upon delivery to the City of the assumption document required by subparagraph (b), the Company shall be released from any further obligations set forth herein accruing after the date of such assignment. The Company shall notify City of any such assignment including presentation of the assumption of obligation instrument within ten (10) days of closing on such assignment. At all times, without the consent of the City, the Company may collaterally assign this Agreement to lenders providing financing for the Project.

[Remainder of page intentionally blank.]

NORTHPOINT DEVELOPMENT, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of NorthPoint Development, LLC, a Missouri limited liability company, who is personally known to me to be the same person who executed the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the free act and deed of said corporation.

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

Notary Public

[SEAL]

My Commission Expires:

EXHIBIT A

DESCRIPTION OF THE PROJECT SITE

All that part of the Southwest Quarter of Section 12, Township 46 North, Range 33 West, in the City of Belton, Cass County, Missouri more particularly described as follows: COMMENCING at the Northeast Corner of the Southwest Quarter of said Section 12; thence North $85^{\circ}45'50''$ West, along the North Line of said Southwest Quarter, a distance of 526.29 feet to the true POINT OF BEGINNING of land being described; thence South $02^{\circ}44'16''$ West, a distance of 778.52 feet; thence South $73^{\circ}10'56''$ West, a distance of 342.26 feet; thence North $81^{\circ}54'30''$ West, a distance of 361.63 feet to a point on the Easterly Right-of-Way Line of Missouri State Route "Y", as it now exists; thence northerly and northeasterly along said Right-of-Way Line and being along a curve to the right, said curve having a radius of 2799.93 feet, a chord which bears North $10^{\circ}15'41''$ East, a chord distance of 211.77 feet, and an arc length of 211.82 feet to the Southerly Most Corner of that certain parcel of land conveyed by such RIGHT OF WAY DEDICATION - GENERAL WARRANTY DEED to the City of Belton as filed March 15, 2011 and recorded in Cass County Missouri Records Office in Book 03439 at Page 0585; thence along the Easterly Line of said RIGHT OF WAY DEDICATION - GENERAL WARRANTY DEED for the following five (5) courses; thence North $18^{\circ}49'04''$ East (Measured), (North $18^{\circ}55'39''$ East (Deed)), a distance of 84.39 feet; thence northeasterly along a curve to the right, said curve having a radius of 2796.60 feet, a chord which bears North $15^{\circ}33'38''$ East, a chord distance of 141.55 feet, and an arc length of 141.57 feet; thence North $61^{\circ}03'09''$ East, a distance of 34.33 feet; thence North $18^{\circ}05'07''$ East, a distance of 67.25 feet; thence North $32^{\circ}53'28''$ West, a distance of 39.99 feet to a point on said Easterly Right-of-Way Line of Missouri State Route "Y", as it now exists; thence northeasterly along said Easterly Right-of-Way Line and being along a non-tangent curve to the right, said curve having a radius of 2799.93 feet, a chord which bears North $22^{\circ}27'39''$ East, a chord distance of 292.78 feet, and an arc length of 292.91 feet; thence North $60^{\circ}55'39''$ East, along said Easterly Right-of-Way Line, a distance of 94.25 feet to a point on said North Line of said Southwest Quarter of said Section 12, said point also being the Southwest Corner of Lot 1, ASPEN DENTAL BELTON, a subdivision of land in said City of Belton; thence South $85^{\circ}45'50''$ East, along said North Line and also being along the South Line of said Lot 1, ASPEN DENTAL BELTON, a distance of 397.56 feet to the Point of Beginning; containing 507,374 square feet, or 11.648 acres, more or less.

EXHIBIT B

DESCRIPTION OF THE PROJECT

The Project consists of developing approximately 11.64 acres with 322 units of a luxury “class A” multi-family apartment complex with a clubhouse and pool, exercise and entertainment facilities, parking garages, off-street parking, walking trail around the perimeter of the development and related facilities. The Project Improvements will be constructed subject to the requirements included on **Exhibit G** to this Agreement.

The City will provide access to the Markey Regional Detention Basin for storm sewer drainage from the Project Site at the cost of \$5,100 per impervious acre determined at the time the permit is granted by the City.

EXHIBIT C

PAYMENT IN LIEU OF TAXES PAYMENT SCHEDULE

Year	Fixed PILOT
2022	\$80,500
2023	163,415
2024	165,866
2025	168,354
2026	170,880
2027	173,442
2028	176,045
2029	178,686
2030	181,366
2031	184,086
2032	186,848
2033	189,650
2034	192,495
2035	195,382
2036	198,313
2037	201,288
2038	204,307
2039	207,372
2040	210,482
2041	213,640

EXHIBIT D

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, NORTHPOINT DEVELOPMENT, LLC (the “Company”), pursuant to that certain DEVELOPMENT AND PERFORMANCE AGREEMENT (the “Development Agreement”) effective as of the _____ day of _____, 2020, by and between the CITY OF BELTON, MISSOURI (the “City”), a constitutional charter city organized and existing under the laws of the State of Missouri, and the Company, hereby certifies to the City as follows:

1. That as of _____, 20__, the construction of the Project has been completed in accordance with the Development Agreement.

2. The Project has been completed and installed in a good and workmanlike manner and in accordance with the Plans & Specifications (as defined in the Development Agreement).

3. The acquisition, construction and installation of the Project has been substantially completed.

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

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

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

NORTHPOINT DEVELOPMENT, LLC
a Missouri limited liability company

By: _____
Name: _____
Title: _____

ACCEPTED:

CITY OF BELTON, MISSOURI

By: _____

Name: _____

Title: _____

(Insert Notary Form(s) and Legal Description)

EXHIBIT E

COMPANY ENGAGEMENT LETTER

[Date]

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

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

Dear Brent:

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

SCOPE OF ENGAGEMENT

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

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

- (8) Undertake such additional duties as we deem necessary to complete the financing and to render our Bond Opinion.
- (9) Prepare the Chapter 100 Plan and related documents and coordinate notice to the affected taxing jurisdictions and related matters.

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

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

ATTORNEY-CLIENT RELATIONSHIP

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

FEES

Although the Issuer will be our sole client, the Company will be responsible for paying our legal fees. Based upon an estimated principal amount of \$44,000,000, our fee as Chapter 100 Bond Counsel, including the Chapter 100 process, will be: (i) \$25,000 due within ten (10) days of approval of the Chapter 100 Plan and the Development and Performance Agreement, and (ii) \$30,000 for the Bonds. The full amount of the Bond fee for the Bonds will be payable at the time of issuance of the Bonds.

RECORDS

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

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

Very truly yours,

ACCEPTED AND APPROVED:

NORTHPOINT DEVELOPMENT, LLC

By: _____

Name: _____

Its: _____

Date: _____, 2020

cc:

EXHIBIT F

COMPANY PUBLIC IMPROVEMENTS

Company Public Improvements include:

1. a multi-use hard surface trail and required bridge(s) to provide access from the Project Site to the Belton Nexus Trail;
2. a dog park and required improvements including but not limited to access, fencing with a minimum height of at least 5 feet around the perimeter and with a fencing divider to separate small and large dogs, and a staged entrance area with general amenities similar to a shade structure, clean-up station, sandbox or digging area, and room to run and play to be constructed on property owned by the City near the Markey Regional Detention Basin; and
3. motor vehicle access to the dog park facility, i.e. drive, maneuvering and parking from Markey Parkway (the Company will pay the costs to provide the materials for the vehicle access and the City will provide the labor necessary to install the vehicle access from City staff).

Public improvements will be constructed in accordance with the City of Belton Design and Construction Manual and City of Belton Code of Ordinances and Unified Development Code as shown on the Preliminary Plan and as revised to meet City of Belton standards on the Final Plan.

The Company will be responsible for maintenance of the Company Public Improvements described in 1 and 2 above, and the City will be responsible for maintenance of the Company Public Improvements described in 3 above.

EXHIBIT G

CITY CONSTRUCTION AND DEVELOPMENT REQUIREMENTS

APPLICATION

Property Owner-Prime Site II, LLC./Michael Hales

Applicant-Northpoint Development, LLC./Nathaniel Hagedorn, Brad Haymond

Engineer-Renaissance Infrastructure Consulting/Mick Slutter

Architect-Rosemann and Associates/Gabe Vogl

Location-The property is located on the south side of 163rd Street, midway between Markey Parkway and Givan Avenue.

BACKGROUND

This application was filed for a rezoning from the existing C-2 General Commercial District to a R-3A Planned Unit Development, and a related preliminary development plan.

Northpoint Development is an experienced and accomplished developer of rental apartments throughout the Kansas City market. The company has developed 3500 apartments throughout metropolitan area in the last eight years. Apartments similar in quality and design to the proposed plan can be viewed with the following links:

Summit Square Apartments/Lee's Summit <https://www.summitsquarekc.com/>

Residences at New Longview/Lee's Summit <https://www.liveatresidencesnlv.com/>

Retreat at Tiffany Woods/Kansas City <https://www.theretreatattiffanywoods.com/>

The preliminary development plan provides for 322 apartments on the 11.64-acre site. There are six, four-story buildings on the plan, a pool and clubhouse, a walking trail around the perimeter of the development with a dog park and a trail connection to Markey Parkway. Three of the buildings provide first floor garage spaces for residents, and there are carports, garages and surface parking to further meet resident and guest parking needs. The four-story buildings will all have elevators and interior corridors, the buildings are not walk-up apartments.

The bedroom mix of the apartments is expected to be as follows:

- 30 studio units
- 148 one bedroom/one bath units
- 38 one bedroom/one bath + den
- 84 two bedroom/two bath
- 22 two bedroom/two bath + den

These will be luxury apartments, the applicant states that rental rates will range from approximately \$850.00 for studio units to \$1600.00 for the larger two-bedroom homes, depending on phasing and time of construction and actual market conditions.

The applicant has provided the attached interior photographs of the units to depict the quality and finishes of the homes.

The clubhouse serves as a gathering and community resource for residents and includes a kitchen with coffee bar, fitness room, cycling studio, massage studio, conference room, screening/TV room, and an outdoor patio and grilling area. The swimming pool will a heated salt-water pool with a sun deck.

The applicant believes the property is well suited for multi-family development. The development will provide luxury rental units that will offer new housing choices for residents of Belton and surrounding communities. The location is on an arterial street with nearby highway access. The site is not directly adjacent to any existing single-family homes, a stream buffer and wooded area separate the property from nearby homes in Bradford Place. Development of the site will help support existing retail and nearby employment centers.

PRELIMINARY DEVELOPMENT PLAN

The subject property is an 11.6-acre site located on the south side of 163rd Street, at the intersection with Turner Road. The site is midway between Markey Parkway and Givan Drive. The signalized intersection of Turner Road and 163rd Street will be the main entrance to the community.

Compliance with R-3A Standards and Planned Unit Development (PUD) Requirements of the Unified Development Code (UDC):

The plan generally meets all requirements of the R-3A Community Residential District. The R-3A district is intended for multiple-family residential development adjacent to arterial streets, to and serve as a transition from commercial development to lower density residential development.

Parking: 1.5 parking spaces per unit for multi-family development or 483 spaces are required for the 322 units. There are 515 parking spaces proposed, including 122 attached and detached garages, 95 carport spaces and surface parking. The parking spaces meet all dimensional requirements for length, width and maneuvering.

Required Yards/setbacks:

Front yard- 30-foot setback required. 20-foot setback proposed.
Rear yard-20-foot setback required. 30-foot setback proposed.
Side yard-5-foot setback required. Varies, exceeds minimum requirement.

Maximum Building Height-35-foot maximum. 41'-6" proposed height. To be measured at average height of gable.

Maximum Building Coverage-25% maximum. 18% proposed building coverage.

Required Open Space-30% of total land area required. 40% open space provided.

A land-use analysis and site data table is found on Sheet CO-3, General Layout, for other project specifics.

Planned Unit Development Criteria-The *UDC* includes provisions for the approval of a PUD designation for certain types of development. A PUD is intended to encourage creative development with unified design, features and amenities. A PUD provides for flexibility in the design of buildings, yards, and other regulations in a manner that cannot be provided in other zoning districts.

A PUD also requires a Development Agreement be entered approved between the developer and the City Council. The agreement provides a basis for requiring all improvements as shown on the development plan, specifics for timing of development, and other important milestones and commitments.

Building Design: There are no specific building design requirements for the R-3A Multiple-Family Residence District. The building design proposed by the developer provides a quality mix of building materials and an attractive architectural design. The ground floor is differentiated from other the upper stories by changes in building materials, columns, balconies, offsets and other methods of articulation that provide a variety of design. The buildings are designed to have a visually distinct top, middle and first floor.

Primary materials are full masonry brick, cement siding and transparent glass.

The clubhouse will be of an architectural style with materials to match the apartments buildings. Final designs for the clubhouse will be required with the final development plan. Also, designs for the carports and surface garages will also be required as part of the final development plan.

There are locations of shared trash enclosures on the plan. These enclosures will be constructed of masonry materials to match the buildings, with and appropriate screening/landscaping.

Landscaping: A landscape plan was submitted with the Preliminary Development Plan. The landscape plan meets the requirements of the UDC. The plan exceeds the required 30 percent total landscape area, and provides the required shade trees, parking lot landscaping, and street trees.

Streets/access: Access to the site would be from the signalized intersection at Turner Road and 163rd Street. A second entrance is located at the south property line.

Utilities: The plan includes a utility plan for water and sanitary sewer to serve the site. Staff has reviewed the utility plan and determined that the plan provides adequate public facilities.

Detention: The property is in the Markey Regional Detention Watershed. Payment of a fee in lieu of providing on-site detention is provided in the UDC. The site plan also provides areas of stormwater best management practices (BMP) to lessen run-off and filter storm drainage.

Trails and sidewalks: A perimeter trail is proposed around the apartment community, with an extension to the dog park, and southeast to Markey Parkway. The trail design should be revised to connect to the sidewalk/trail on 163rd Street south of Building 3. Also, it is recommended that a trail extension be added from the pool/clubhouse, north of Building 4 to the main trail/dog park area.

Compliance with Comprehensive Plan: The Future Land Use Map of the Comprehensive Plan designates this site, and all the property along 163rd Street/Cedar Street as Commercial. Apartments at this specific location do not meet the guidelines of the Land Use Map. However, the Comprehensive Plan also has a housing goal of encouraging high quality residential development and locating medium and high-density residential development near employment centers along major arterials.

Economic Development Considerations: It has been stated by constituents that Belton lacks a high-quality product for those who choose to rent. Often, children grow up and decide to move to a nearby community within the Kansas City metro because there is currently not a product that they desire. Belton also has many residents who are aging out of their homes but are not ready for a retirement community. These seniors want an option where they can have an active retirement with no maintenance but they want to remain in their own community, near family and friends. This high-end housing option will help us to retain our families in Belton.

Additionally, Belton is a growing and thriving community, attracting the young professionals from the metropolitan area. This is occurring for many reasons. Quick access to most of the Kansas City region within 20 minutes via I-49 is certainly one of them. Contemporary market preferences suggest greater interest in high-quality, connectivity, public space, and mixed uses, which this project affords. Our existing employers will benefit in their efforts to attract workers as most young professionals love a short commute, or better yet a walk or bike ride. The all new Southview Commerce Center is anticipated to bring 2,000 new jobs to Belton and with it, potential new residents who may not be ready to buy a home, just yet.

Today's renter-by-choice desire walkability to shopping and dining and access to trails. They also tend to have disposable income. If you look at other nearby cities such as Lee's Summit and Overland Park's 135th St., mixed use developments are embraced. The three shopping centers along the 163rd St. will benefit from infusing new shoppers into the neighborhood. Having new residents along the corridor will spur new commercial growth. Retailers and restaurateurs see the value of proximity to patrons.

The City of Belton conducted a housing study in 2017. It states that one of our housing challenges is "lack in diversity of housing choices". An astute statement was also made, "lack of contemporary high-quality rental and apartment development in the face of increased generational demand can lead to the conversion of single family homes into rental property instead of home ownership". It is most desirable to have single family homes be occupied with homeowners.

REZONING CRITERIA/FINDINGS OF FACT

The Unified Development Code, Section 20-3, provides certain approval criteria that must be addressed with a rezoning application. These criteria are summarized below, with analysis for consideration of the Planning Commission:

(1) The character of the surrounding neighborhood, including the existing uses and zoning classification of properties near the subject property. The 163rd Street corridor in the vicinity of the subject site is primarily zoned a C-2 General Commercial District, and is characterized by retail development. East of the site is a stream corridor and wooded natural area. Southeast of the property is Bradford Place, an existing single-family neighborhood zoned R-1.

(2) Consistency with the goals and objectives of the Comprehensive Plan. The Future Land Use Map of the Comprehensive Plan designates this area as commercial. The proposed rezoning is not consistent with the Future Land Use Map. While the proposed plan is not consistent with the Future Land Use Map, staff would note that the proposed apartment community meets the housing goals and objectives of the Comprehensive Plan.

(3) Suitability of the subject property for the uses permitted under the existing zoning district. The property is suited for development with the existing C-2 District. However, there are numerous vacant commercial areas in the 163rd Street corridor such as Belton Gateway that have a higher likelihood of development. Apartments on the subject property would not have an adverse impact nor impede the potential of future commercial/retail development. New residential density in the area would serve as an incentive for further new development.

(4) The trend of development near the subject property, including changes that have taken place in the area since the subject property was placed in its current zoning district. The area near the subject property has experienced recent commercial development. The retail center of Belton Gateway and Menard's are examples of new commercial development.

(5) The extent to which the zoning amendment may detrimentally affect nearby property. The proposed rezoning and PUD designation will create an attractive, well designed apartment community. Northpoint Belton Apartments will be developed by an experienced builder and managed under single ownership and unified control. The PUD approval will assure that the project will be constructed as proposed to the Planning Commission, without substantial changes. These factors all contribute to the apartment community not having any detrimental impact on nearby property.

(6) Whether public facilities (infrastructure) and services will be adequate to serve development allowed by the requested zoning map amendment. All required public infrastructure and services are available to serve the development. Existing utilities and public streets are sufficient for the proposed development.

(7) The length of time the property has remained vacant as zoned. The property has been vacant since it was originally zoned C-2 in 1995. The staff has not had any inquiries for commercial development at the site in recent years.

STAFF RECOMMENDATION

The staff recommends approval of the request for a rezoning and Preliminary Development Plan for Northpoint Belton Apartments, as noted in the staff report and shown on the development plan. The recommendation is subject to the following conditions:

1. The Preliminary Development Plan for Northpoint Belton Apartments is hereby approved, as shown on Site Development Plan by Renaissance Infrastructure Consulting, dated 5/22/2020.
2. Building elevations and building perspective drawings for Northpoint Belton Apartments are hereby approved, as shown on plan set by Rosemann & Associates, dated 4/10/2020.
3. The PUD includes exceptions for building height, and the front yard setback.
4. The Final Development Plan shall include architecture and building materials for the clubhouse.
5. Trash enclosures shall be masonry construction to match the buildings with a gate, additional landscaping shall be provided the enclosures.
6. The Final Development Plan shall include details of the proposed carports and surface garages. Exterior materials on the structures shall match the buildings.
7. The trail design shall be revised to address staff comments. The pedestrian trail shall be a 5-foot width, with asphalt surface.
8. The Final Development Plan shall include a final landscape plan sealed by a registered Landscape Architect.
9. The Final Development Plan shall include a photometric plan for parking lot and building lighting.
10. The Final Plat shall include a shared access easement for the south entrance.
11. The Final Development Plan shall include a revised water line to eliminate a dead-end line for fire safety.
12. Retaining walls shall include a safety rail.

ATTACHMENTS

1. Preliminary Development Plan-13 pages
2. Exterior elevations/building perspective-4 pages
3. Interior photographs.
4. Area Map.



LOCATION MAP
S12 T45N R33W
Scale 1" = 2000'

Site Benchmark & Control:

BM: JE0179 Brass Disk Stamped H 256
N: 958207.284
E: 2789150.692
Elevation: 1075.414

CONTROL POINT A:
Storm Box With an X etched into the Lid
N: 966376.565
E: 2781666.66
Elevation: 1064.197

CONTROL POINT B:
Storm Box With an X etched into the Lid
N: 966168.374
E: 2781606.582
Elevation: 1068.992

Floodplain Note:

According to the F.E.M.A. Flood Insurance Rate Map Number 28037C0009F, effective January 2nd, 2013, this tract graphically lies in Zone X, Area of Minimal Flood Hazard.

Legal Description

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

COMMENCING at the Northeast Corner of the Southwest Quarter of said Section 12; thence North 85°45'50" West, along the North Line of said Southwest Quarter, a distance of 526.29 feet to the true POINT OF BEGINNING of land being described; thence South 02°44'16" West, a distance of 778.52 feet; thence South 73°10'56" West, a distance of 342.26 feet; thence North 81°54'30" West, a distance of 381.63 feet to a point on the Easterly Right-of-Way Line of Missouri State Route "Y", as it now exists; thence northerly and northeasterly along said Right-of-Way Line and being along a curve to the right, said curve having a radius of 2799.93 feet, a chord which bears North 10°15'41" East, a chord distance of 211.77 feet, and an arc length of 211.82 feet to the Southerly Most Corner of that certain parcel of land conveyed by such RIGHT OF WAY DEDICATION - GENERAL WARRANTY DEED to the City of Belton as filed March 15, 2011 and recorded in Cass County Missouri Records Office in Book 03439 at Page 0585; thence along the Easterly Line of said RIGHT OF WAY DEDICATION - GENERAL WARRANTY DEED for the following five (5) courses; thence North 18°48'04" East (Measured), (North 18°55'39" East (Deed)), a distance of 84.39 feet; thence northeasterly along a curve to the right, said curve having a radius of 2796.60 feet, a chord which bears North 15°33'38" East, a chord distance of 141.55 feet, and an arc length of 141.57 feet; thence North 61°03'09" East, a distance of 34.33 feet; thence North 18°05'07" East, a distance of 67.25 feet; thence North 32°53'28" West, a distance of 39.99 feet to a point on said Easterly Right-of-Way Line of Missouri State Route "Y", as it now exists; thence northeasterly along said Easterly Right-of-Way Line and being along a non-tangent curve to the right, said curve having a radius of 2799.93 feet, a chord which bears North 22°27'39" East, a chord distance of 292.78 feet, and an arc length of 292.91 feet; thence North 60°55'39" East, along said Easterly Right-of-Way Line, a distance of 94.25 feet to a point on said North Line of said Southwest Quarter of said Section 12, said point also being the Southwest Corner of Lot 1, ASPEN DENTAL BELTON, a subdivision of land in said City of Belton; thence South 85°45'50" East, along said North Line and also being along the South Line of said Lot 1, ASPEN DENTAL BELTON, a distance of 397.56 feet to the Point of Beginning;

Containing 507,374 square feet, or 11.646 acres, more or less.

Preliminary Development Plans For Northpoint Belton Apartment Complex

Belton, Cass, Missouri
Total Project Area: 11.64 Acres



LEGEND

Existing Section Line	Proposed Right-of-Way
Existing Right-of-Way Line	Proposed Property Line
Existing Lot Line	Proposed Lot Line
Existing Easement Line	Proposed Easement
Existing Curb & Gutter	Proposed Curb & Gutter
Existing Sidewalk	Proposed Sidewalk
Existing Storm Sewer	Proposed Storm Sewer
Existing Storm Structure	Proposed Storm Structure
Existing Waterline	Proposed Fire Hydrant
Existing Gas Main	Proposed Waterline
Existing Sanitary Sewer	Proposed Sanitary Sewer
Existing Sanitary Manhole	Proposed Sanitary Manhole
Existing Contour Major	Proposed Contour Major
Existing Contour Minor	Proposed Contour Minor
	Future Curb and Gutter
U/E	Utility Easement
SS/E	Sanitary Sewer Easement
D/E	Drainage Easement
A/E	Access Easement
T/E	Temporary Easement

OWNER:
Northpoint Development
Brad Haymond
4825 NW 41st Street, Suite 500
Riverside, MO 64150
(816)860-4990

ARCHITECT:
Rosemann & Associates
Gabe Vogl, NCARB, RA
1526 Grand Blvd.
Kansas City, MO 64108
(816)472-1448

ENGINEER:
RIC
Mick Stultzer, PE
1915 McGee St., #200
Kansas City, MO 64108
(816) 800-0950

LANDSCAPE ARCHITECT:
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Andy Gabbert, PLA
8653 Penrose Ln.
Lenexa, KS 66219
(816) 800-0950

SURVEYOR:
RIC
Brent Thompson, PS
132 Abbie Ave.
Kansas City, Kansas, 66103
(816) 800-0950

Sheet Number	Sheet Title
C01	Title Sheet
C02	Existing Conditions
C03	General Layout
C04	Grading Plan
C05	Drainage Map
C06	Site Utility Plan
C07	Preliminary Storm Layout
C08	BMP Plan
C09	Erosion Control Plan Phase I
C10	Erosion Control Plan Phase II
C11	Erosion Control Plan Phase III
L01	Overall Landscape Plan
L02	Notes and Details

GENERAL NOTES

- All work in public easements and right of way and all erosion control work must comply with the latest edition of the Technical Provisions & Standard Drawings for Roads and Sewers, of the City of Belton, Cass, Missouri. If any general notes conflict with the Technical Provisions & Standard Drawings for Roads and Sewers, of the City of Belton, the City of Belton's standards shall override.
- The contractor shall provide evidence that his insurance meets the requirements of the City of Belton.
- All traffic control shall be in conformance with the Manual of Uniform Traffic Control Devices (MUTCD).
- The contractor is responsible for the protection of all property corners and section corners. Any property corners and/or section corners disturbed or damaged by construction activities shall be reset by a Registered Land Surveyor licensed in the State of Missouri, at the contractor's expense.
- The contractor shall be responsible for the restoration of the right-of-way and for damaged improvements such as curbs, driveways, sidewalks, street light and traffic signal junction boxes, traffic signal loop lead ins, signal poles, irrigation systems, etc. Damaged improvements shall be repaired in conformance with the latest City standards and to the City's satisfaction.
- The contractor is responsible for providing erosion and sediment control BMPs to prevent sediment from reaching paved areas, storm sewer systems, drainage courses and adjacent properties. In the event the prevention measures are not effective, the contractor shall remove any debris, silt, or mud and restore the right-of-way, or adjacent properties to original or better condition.
- The contractor shall sod all disturbed areas within the public street right-of-way unless otherwise noted on the plans or if specific written approval is granted by the City.
- All public street sidewalk ramps constructed will be required to comply with the Americans with Disabilities Act (ADA) and Belton, Missouri sidewalk details.
- Excavation for utility work in public street right-of-way requires a Right-of-Way Work Permit from the Public Works Department, in addition to all other permits.
- All work shall be confined within easements and/or construction limits as shown on the plans.
- Curb stakes and hubs shall be provided at all high points, low points, ADA ramp openings, and on each side of all curb inlets when setting string line.
- Any existing and/or temporary storm sewer pipes and box culverts to be abandoned in place shall be grouted using a slurry grout mixture meeting a 7-day compressive strength of 100-150 psi. The slurry grout mixture of fly ash, cement, fine aggregate, forming agents and water shall be approved by the City and shall possess adequate flow characteristics to fill all voids.
- All existing utilities indicated on the drawings are according to the best information available to the engineer; however, all utilities actually existing may not be shown. The contractor shall be responsible for contacting all utility companies for an exact field location of each utility prior to any construction. All utilities, shown and un-shown, damaged through the negligence of the contractor shall be repaired or replaced by the contractor at his expense.
- The contractor will be responsible for all damages to existing utilities, pavement, fences, structures, and other features not designated for removal. The contractor shall repair all damages at his expense.
- By use of these construction documents the contractor hereby agrees that he shall be solely responsible for the safety of the construction workers and the public. The contractor agrees to hold the engineer and owner harmless for any and all injuries, claims, losses, or damages related to the project.
- The contractor will be responsible for providing all signage, barricades, lighting, etc., as required for temporary traffic control during the construction of this project. Maintenance of the temporary traffic control devices will be the contractor's responsibility. All traffic control in conjunction with construction in the right-of-way shall be in conformance with the City Traffic Control Requirements.
- Geogrid, footings, or other elements of retaining wall(s) cannot encroach into the right of way, public easements, or adjacent private property.
- All building and life safety issues shall comply with the 2006 International Fire Code and local amendments as adopted by Belton, Missouri.
- Contractor shall be responsible for obtaining all permits including land disturbance, right-of-way, hauling, etc., with Public Works prior to construction.
- Contractor shall restore all disturbed right-of-way upon project completion.
- Prior to construction, contractor shall install pre-construction erosion control measures.
- The Architect shall be responsible for specifying retaining wall block type and color. The contractor shall be responsible for structural design of retaining walls. All retaining wall design shall be completed by a registered engineer in the State of Missouri. Black Aluminum Fencing shall be placed on all walls with a height over 30". Modular block walls shall be of color and finish to be compatible with the building material.
- Submission requirements and contents listed in the City of Belton, Mo Unified Development Ordinance Section 20-5 have been incorporated into this Preliminary Development Plan.

Sheet
C01

Preliminary Development Plans
20-0119
Northpoint Belton Apartment Complex
Belton, Cass County, Missouri

Title Sheet

3	ADD	MISS	4/22/20	The City Engineer
1	TRC	MISS	4/22/20	Reporting Officer
		NOI	BP	DATE

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Infrastructure
Consulting

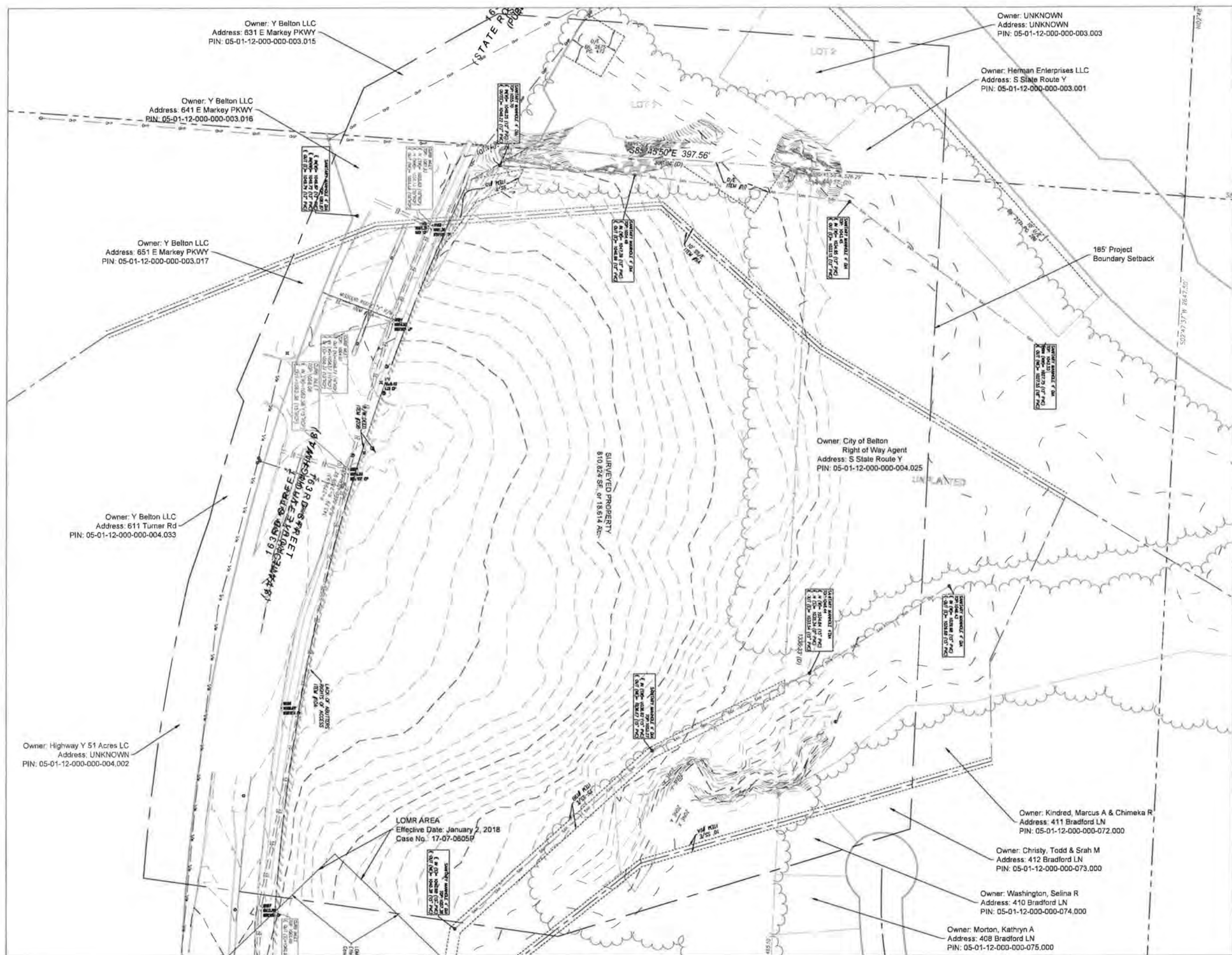
MISS MOBILE 516-211-7000
MISSOURI CITY MISSOURI 816-200-0950
www.rii-consulting.com

MO Certificate of Authority E-2010030630

NO	BY	DATE	REVISION
1	DES	05/22/20	PER CITY COMMENTS
2	DES	05/22/20	PER CITY COMMENTS

Renaissance Infrastructure Consulting

815 PICULE STREET, SUITE 200
KANSAS CITY, MISSOURI 64108
www.ric-consult.com
E-2010033630



DEVELOPMENT INFORMATION

Existing Zoning: C-2; General Commercial
Proposed Zoning: R-3P; Multiple Family Planned Overlay

Total Land Area: 11.64 Ac
Total Proposed Units: 322
Proposed Density: 27.66 units/acre

Parking Required: 483 (1.5 / Unit)
Parking Provided:
Proposed Stalls: 515 (1.6 / Unit)
Garage Parking: 122 (60 Detached)
Car Port Parking: 95
ADA Stalls: 11

Proposed Impervious Area: 6.75 Ac (57.9%)
Required Open Spaces: 152,111 SF (min. 30% lot area)
Provided Open Spaces: 202,858 SF

Bedroom Breakdown:

Studio:	30
One Bedroom One Bathroom:	148
One Bedroom One Bathroom + Den:	38
Two Bedroom Two Bathroom:	84
Two Bedroom Two Bathroom + Den:	22

City of Belton, MO UDO Sec. 6-2 Bulk and Dimensional Standards Table

	R3-A Required	Proposed	Exception
Minimum Lot Area	12,000 SQ. FT.	507,038 SQ. FT.	NO
Per Lot			
Minimum Lot Width (ft)	90	845	NO
Minimum Lot Depth (ft)	120	398	NO
Yards, Minimum (ft)			
Front	30	20	YES
Rear (or 20% of depth)	30	30	NO
Side	5		
Maximum Building Height (ft)	35	41'-6"	YES
Maximum Building Coverage (%)	25	18	NO

Sheet

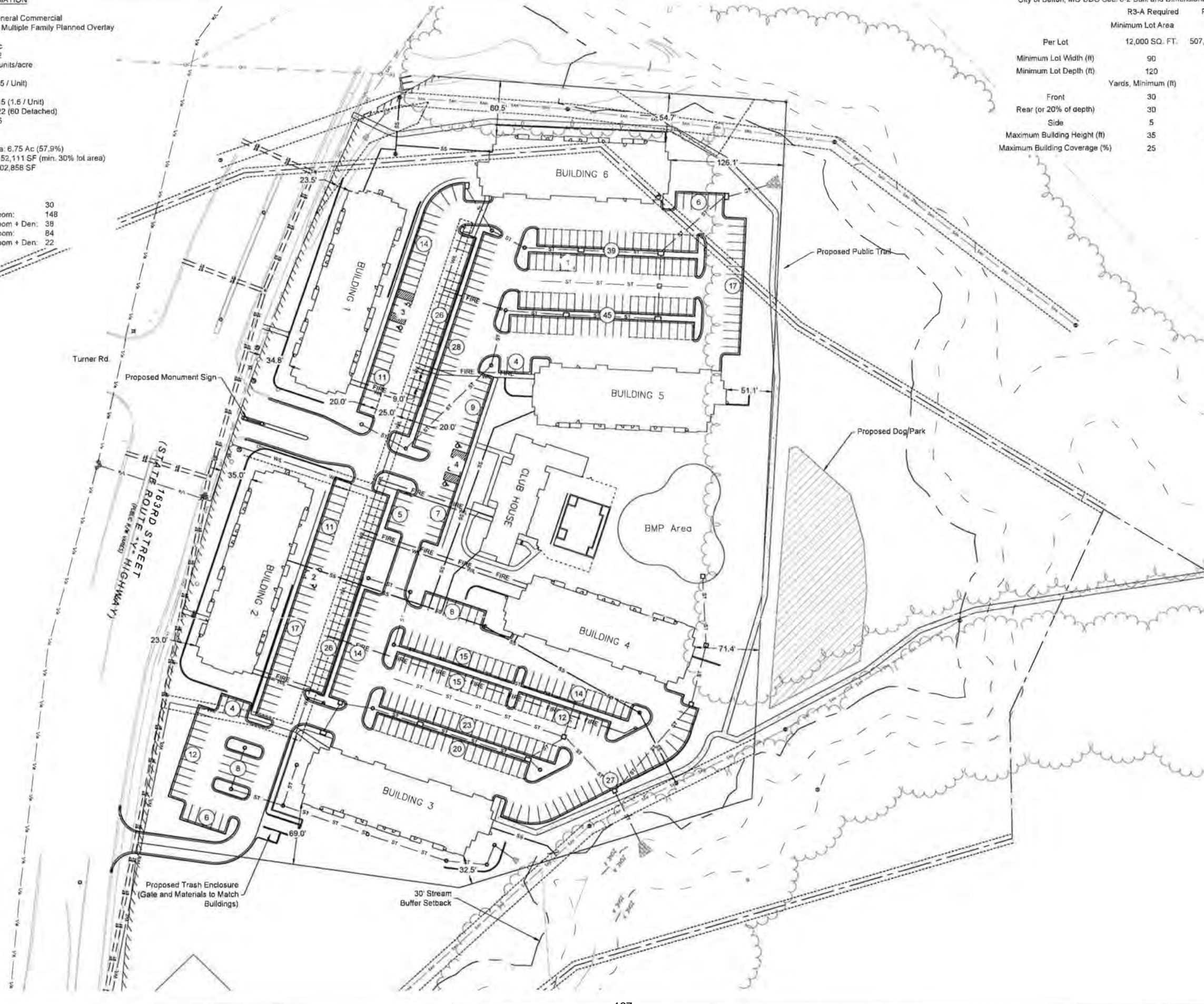
C03

Preliminary Development Plans

20-0119

Northpoint Belton Apartment Complex
Belton, Cass County, Missouri

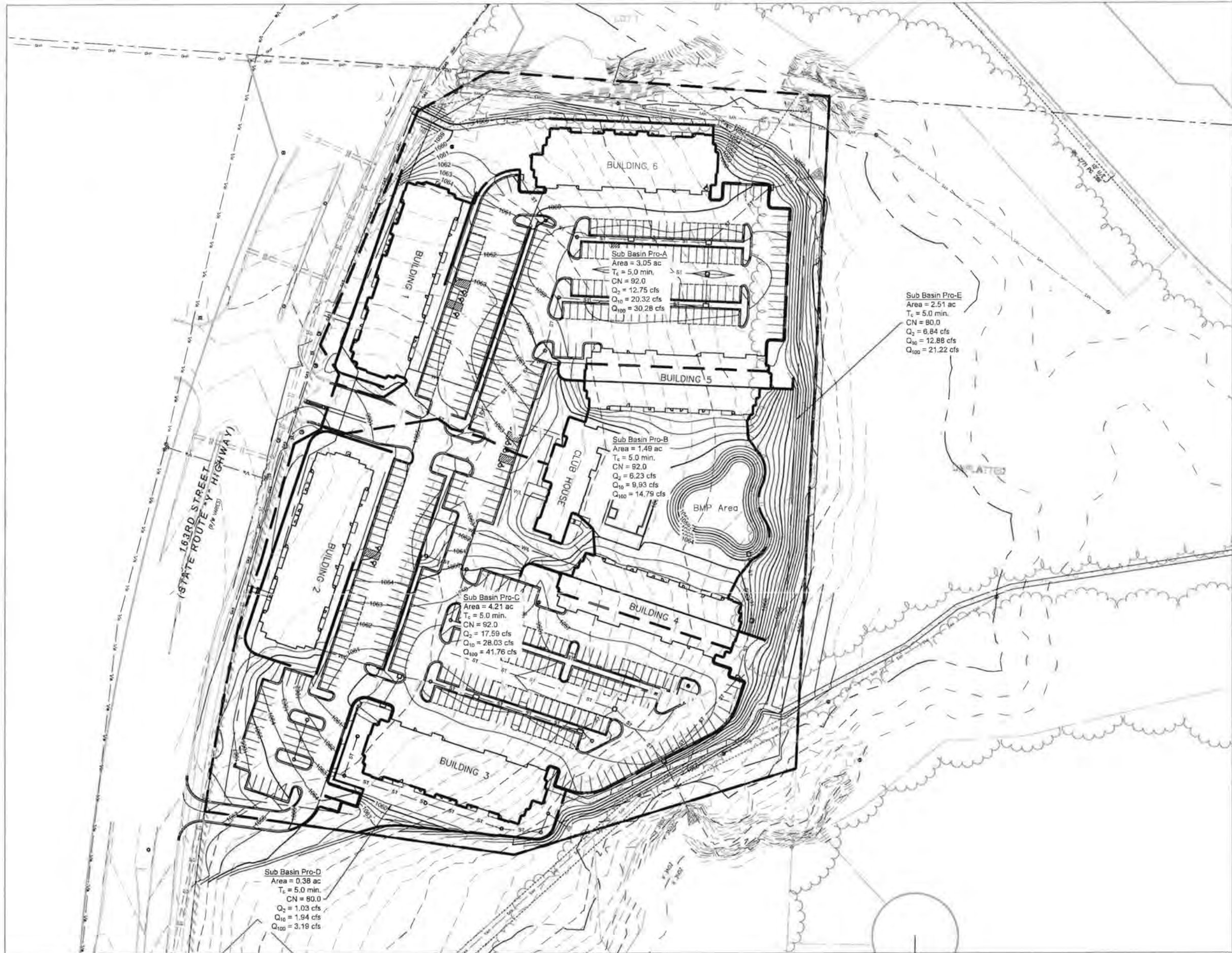
General Layout

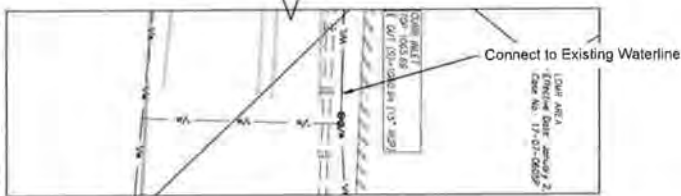
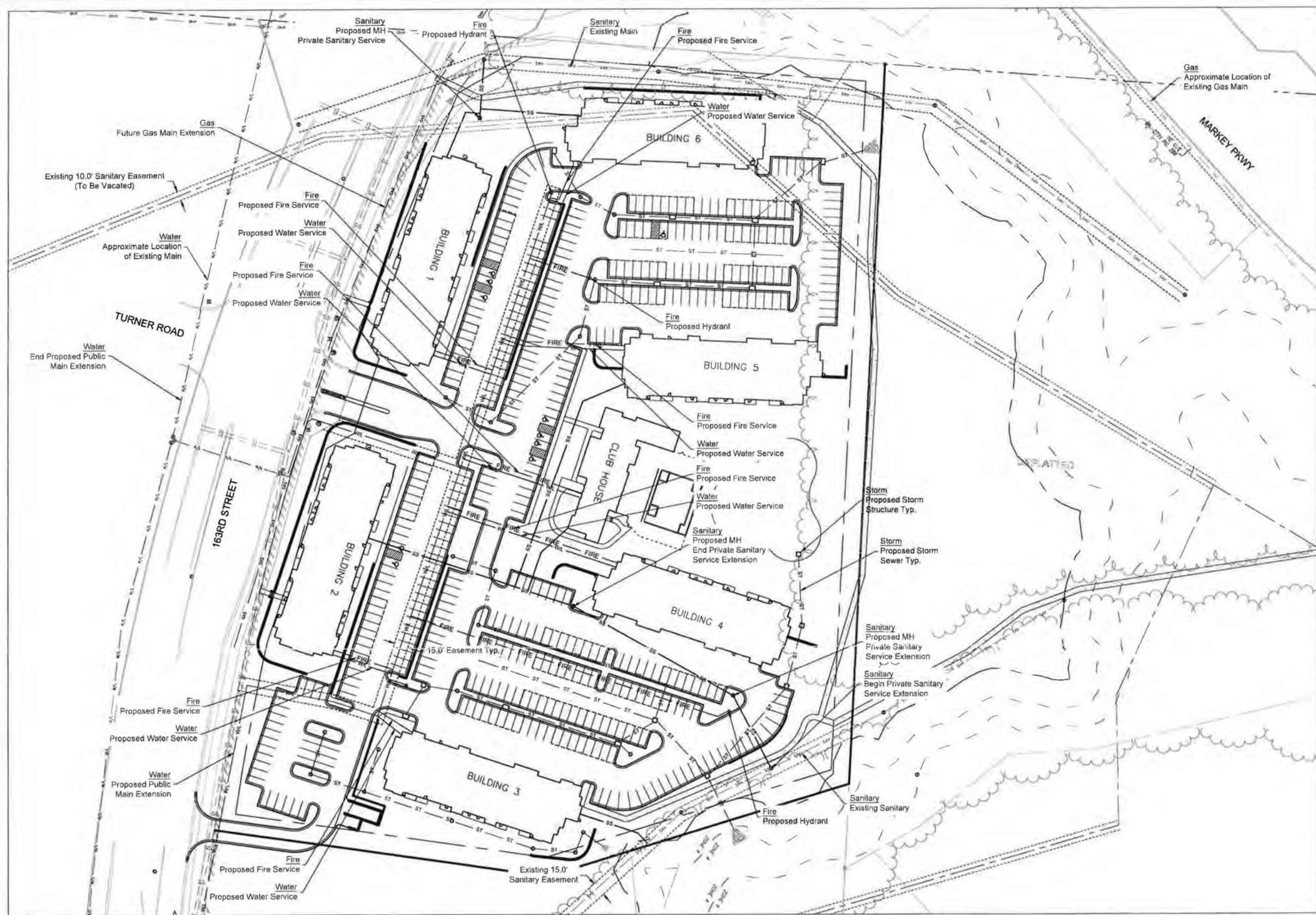


NO.	BY	DATE	REVISION
3	JAD	MAR 09/2020	Per City Comments
1	TCD	MAR 04/2020	Revised/CDP Submittal
1	JAD	DEC 10/2019	DATE

Renaissance Infrastructure Consulting
816.800.0950
www.RIC-CONSULT.COM
1815 MCCOY STREET, SUITE 200
KANSAS CITY, MISSOURI 64105

MO Certificate of Authority E-2010033630





NO.	DATE	BY	CHKD	APP'D	REVISION
1	10/22/20	JLD	MES		Per City Comments
2	11/02/20	JLD	MES		Revised per City Comments

Renaissance Infrastructure Consulting

1815 MOORE STREET, SUITE 200
KANSAS CITY, MISSOURI 64105
816.800.0950
WWW.RIC-CONSULT.COM

MO Certificate of Authority: E-2017003630



Preliminary Development Plans
20-0119
Northpoint Belton Apartment Complex
Belton, Cass County, Missouri

Preliminary Storm Layout

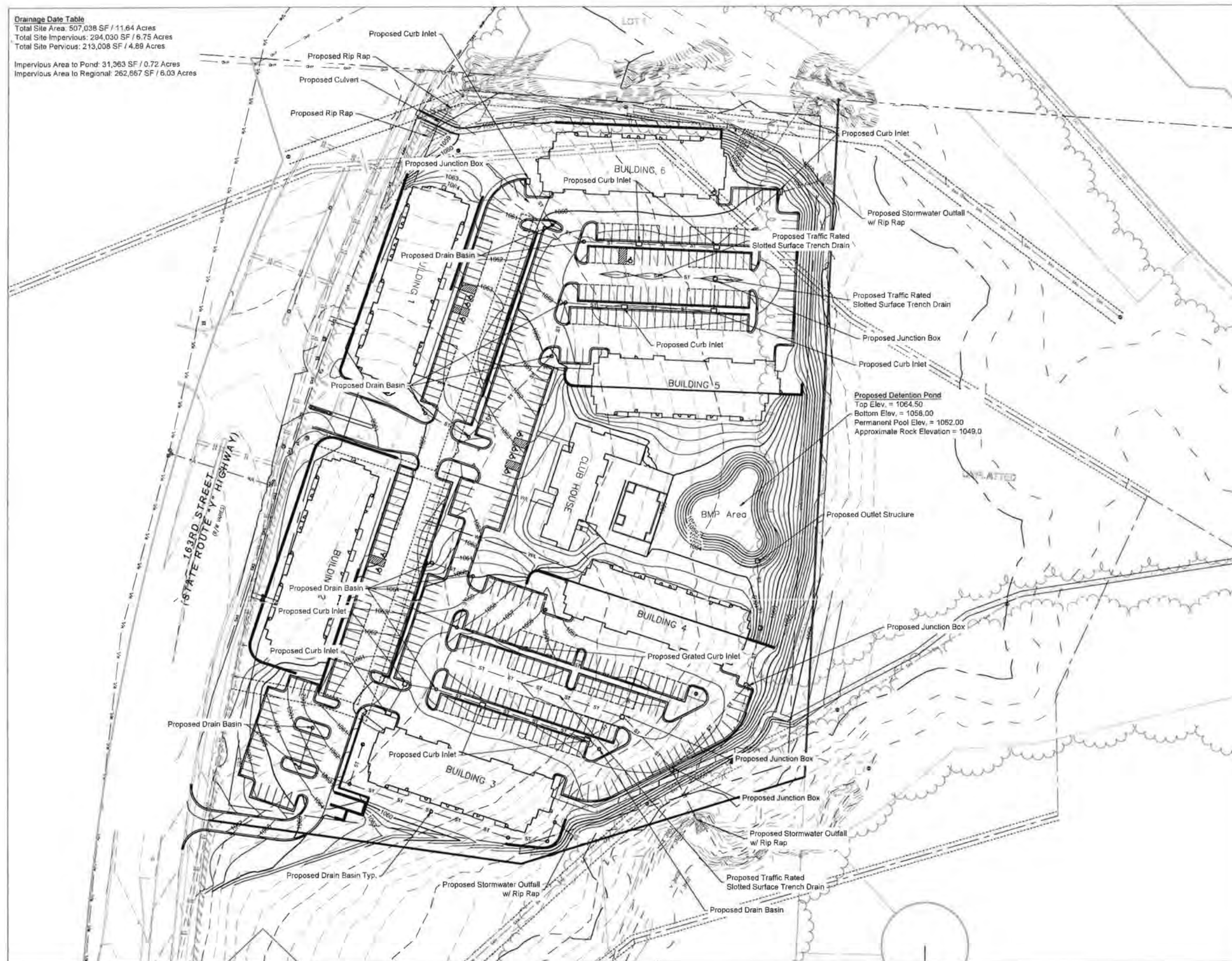
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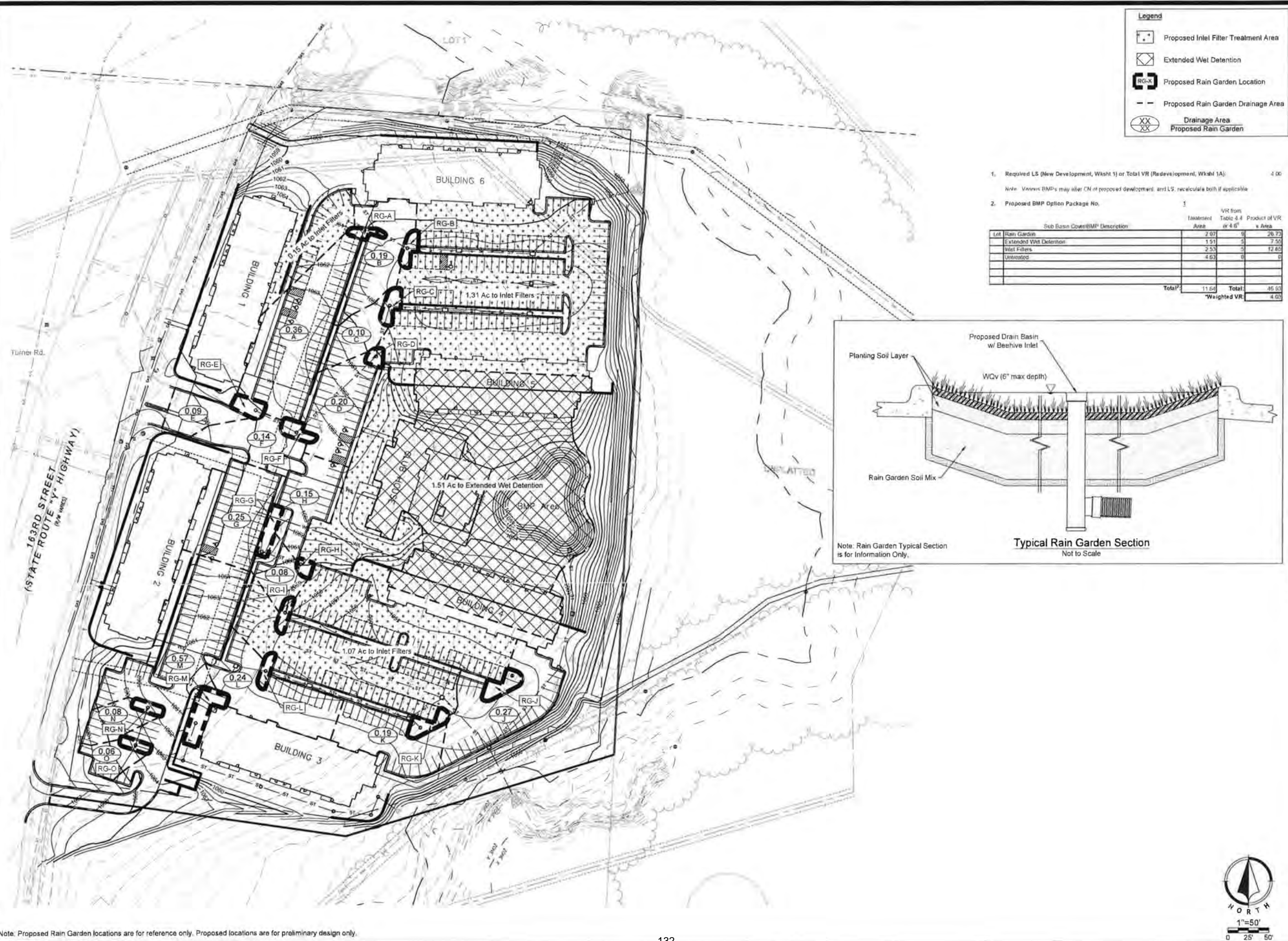
**Renaissance
Infrastructure
Consulting**

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1818 McGEE STREET, SUITE 200
KANSAS CITY, MISSOURI 64108

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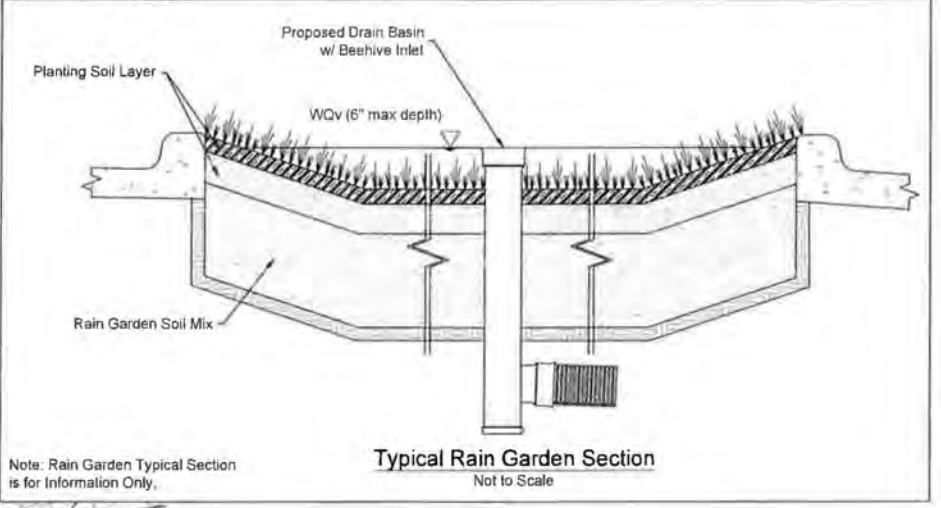


1. Required LS (New Development, Wkshd 1) or Total VR (Redevelopment, Wkshd 1A)

Note: Various BMP's may allow CN on proposed development; and LS recalculates both if applicable.

2. Proposed BMP Option Package No.

	Treatment Area	VR from Table A-6 or A-7 ^a	Product of VR x Area
Sub Basin Cover(BMP Description)			
Lot Rain Garden	290'	8	26.72
Extended Wet Detention	151'	5	7.56
Total Filters	255'	5	12.62
Unreated	4.63'	0	0
Total:	11.63	Total:	46.93
		*Weighted VR:	4.03





EROSION CONTROL LEGEND

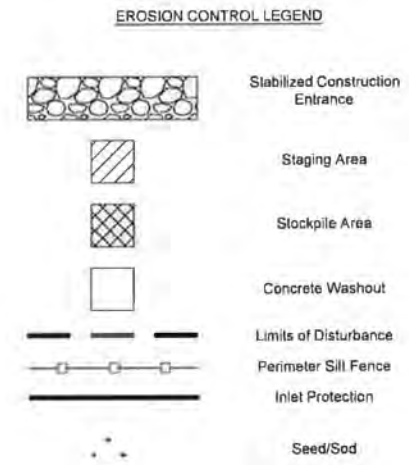
	Stabilized Construction Entrance
	Staging Area
	Stockpile Area
	Concrete Washout
	Limits of Disturbance
	Perimeter Silt Fence
	Inlet Protection
	Seed/Sod

- WRITTEN SEQUENCING**
- Implement Pre-Construction Plan**
All temporary structural BMP's shown on the BMP plan must be in place before any site disturbance. Clearing necessary to place temporary structural BMP's is the minimum required for installation. Coordinate clearing necessary to place temporary structural BMP's with local weather forecast so that clearing and placement may be completed within a forecast dry period. Stabilize all erosion control measures after installation. Temporary Barrier Fence shall be in place, around areas not to be disturbed, prior to any construction activities. This area includes Stream Corridor.
 - Clear and Stabilize Work Areas**
Grade contractor areas and place all-weather surface on contractor areas.
 - Clearing and Grubbing**
After Phase I BMP's are installed, contractor may clear, grub, and demo required areas as necessary.

- EROSION CONTROL NOTES**
- All work in public easements and right-of-way and all erosion control work must comply with the latest edition of the Technical Provisions & Standard Drawings for Roads and Sewers, of Belton, Missouri. If any of the general notes conflict with the Technical Provisions & Standard Drawings for Roads and Sewers of Belton, Missouri, The Cities standards shall override.
 - The contractor shall provide all materials, tools, equipment, and labor as necessary to install and maintain adequate erosion control, keep the streets clean of mud and debris, and prevent soil from leaving the project site. The contractor's erosion control measures shall conform to Belton, Missouri Technical Provisions and Specifications.
 - Erosion control plan modifications shall be required if the plan fails to substantially control erosion and offsite sedimentation.
 - The contractor shall be responsible for maintaining erosion control devices and removing sediment until a minimum of 70% of permanent vegetation has become stabilized and established. Erosion control devices shall remain in place until the 70% established vegetation is met, or the duration of the project, whichever is the later date.
 - The contractor shall temporarily seed and mulch all disturbed areas if there has been no construction activity on them for a period of fourteen (14) calendar days.
 - Install "J" Hooks on silt fence every 100 LF.
 - Contractor to install all Phase I erosion control devices prior to construction.
 - Contractor shall replace disturbed area with seed or sod, as indicated on the plans, and shall be installed within 14 days after paving completion and final topsoil grading.
 - Topsoil replacement shall be 6" thick.
 - Silt fence to be installed in accordance with Belton, Missouri Standard Details.
 - Refer to APWA 2150 for good housekeeping and spill measures.
 - The Contractor shall inspect erosion control devices every 7 days and within 24 hours of a storm of 0.5 inches or more. The Contractor shall repair damage, clean out sediment, and add additional erosion control devices as needed, as soon as practicable, after inspection. The Contractor shall also inspect and assure that all sediment control devices are in working condition prior to any forecasted rainfall.



Sheet C09																
Preliminary Development Plans 20-0119 Northpoint Belton Apartment Complex Belton, Cass County, Missouri																
Erosion Control Plan Phase I																
<table border="1"><tr><td>3</td><td>ADD</td><td>MIS</td><td>10/22/20</td><td>For City Comments</td></tr><tr><td>1</td><td>ADD</td><td>MIS</td><td>10/22/20</td><td>Revised/Updated Summary</td></tr><tr><td>1</td><td>ADD</td><td>MIS</td><td>10/22/20</td><td>REVISION</td></tr></table>		3	ADD	MIS	10/22/20	For City Comments	1	ADD	MIS	10/22/20	Revised/Updated Summary	1	ADD	MIS	10/22/20	REVISION
3	ADD	MIS	10/22/20	For City Comments												
1	ADD	MIS	10/22/20	Revised/Updated Summary												
1	ADD	MIS	10/22/20	REVISION												
	<p>Renaissance Infrastructure Consulting</p> <p>815 ACORN STREET, SUITE 200 BELTON, MISSOURI 64604 616.300.0050 WWW.RICCONSULT.COM</p> <p>MO Certificate of Authority E-2010033630</p>															



1. **Implement Pre-Construction Plan:**
All temporary structural BMP's shown on the BMP plan must be in place before any site disturbance. Clearing necessary to place temporary structural BMP's is the minimum required for installation. Coordinate clearing necessary to place temporary structural BMP's with local weather forecast so that clearing and placement may be completed within a forecast dry period. Stabilize all erosion control measures after installation. Temporary Barrier Fence shall be in place, around areas not to be disturbed, prior to any construction activities. This area includes Stream Corridor.
2. **Clear and Stabilize Work Areas:**
Grade contractor areas and place all-weather surface on contractor areas.
3. **Clearing and Grubbing:**
After Phase I BMP's are installed, contractor may clear, grub, and demo required areas as necessary.

1. All work in public easements and right-of-way and all erosion control work must comply with the latest edition of the Technical Provisions & Standard Drawings for Roads and Sewers, of Belton, Missouri, if any of the general notes conflict with the Technical Provisions & Standard Drawings for Roads and Sewers of Belton, Missouri, The Cities standards shall override.
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11. Refer to APWA 2150 for good housekeeping and spill measures.
12. The Contractor shall inspect erosion control devices every 7 days and within 24 hours of a storm of 0.5 inches or more. The Contractor shall repair damage, clean out sediment, and add additional erosion control devices as needed, as soon as practicable, after inspection. The Contractor shall also inspect and assure that all sediment control devices are in working condition prior to any forecasted rainfall.

NO	SP	DATE	REVISION
2	420	MAR 5922200	Rev City Comments
1	1102	MAR 343992006	Reopening of 343992006

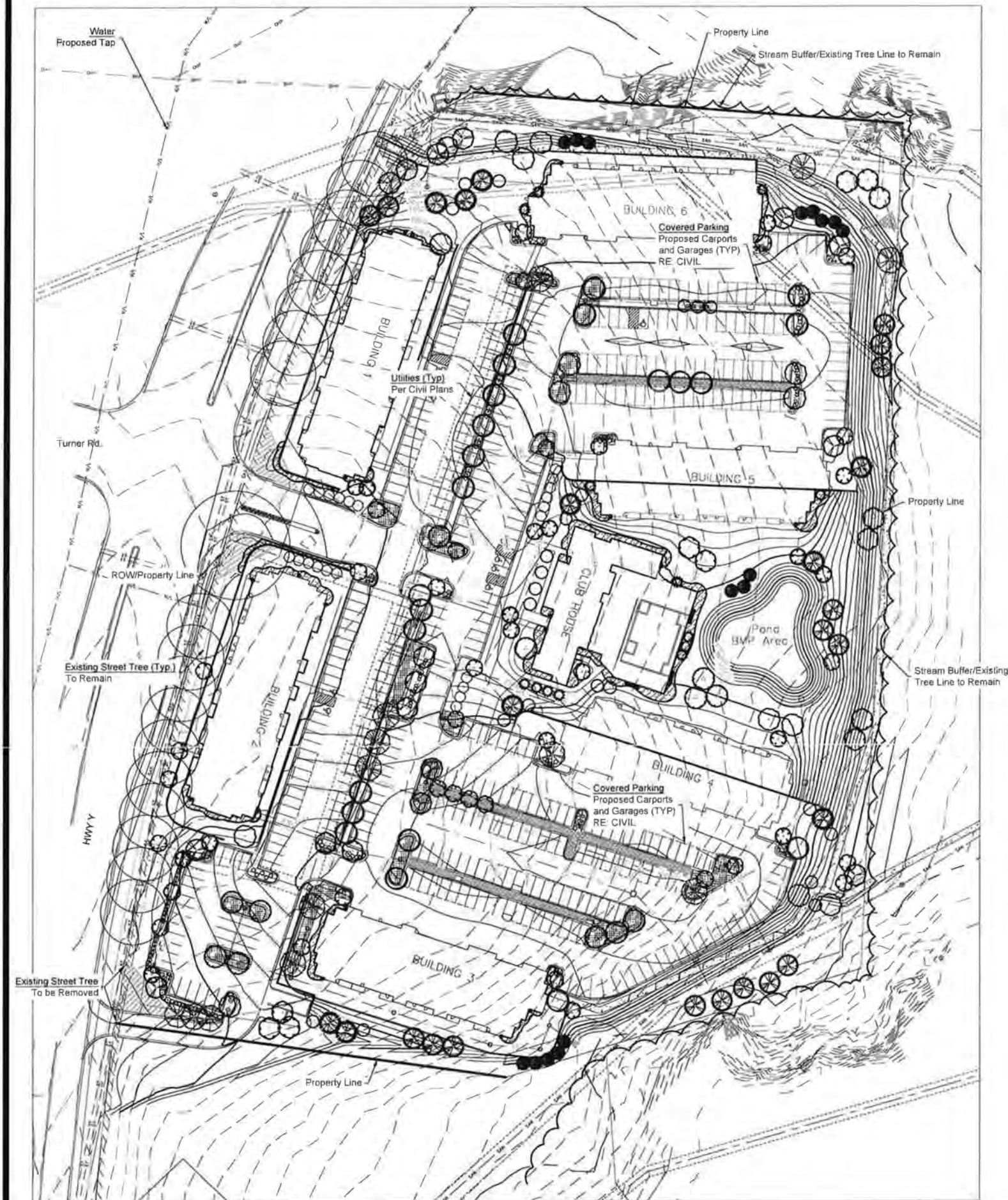
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816.5 MCGEE STREET, SUITE 200
ST. LOUIS, MISSOURI 63108

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PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	CONT	GAL	SIZE	QTY
	Acer rubrum 'Red Sunset' / Red Sunset Maple	B&B	2.5"	Cal	18
	Betula nigra 'Heritage' / Heritage River Birch	B&B	2.5"	Cal	13
	Cornus canadensis 'Forest Pansy' TM / Forest Pansy Redbud	B&B	1.5"		27
	Cornus kousa / Kousa Dogwood	B&B	2"	Cal	16
	Gleditsia triacanthos 'Skyline' / Skyline Honey Locust	B&B	2.5"	Cal	26
	Malus x 'Spring Snow' / Spring Snow Crab Apple	B&B	2"	Cal	23
	Nyssa sylvatica 'Wildfire' / Black Gum	B&B	2.5"	Cal	18
	Quercus macrocarpa / Burr Oak	B&B	2.5"	Cal	9
	Quercus robur 'Regal Prince' / Regal Prince English Oak	B&B	2.5"	Cal	22
	Quercus shumardi / Shumard Red Oak	B&B	2.5"	Cal	12
	Zelkova serrata 'City Sprite' TM / City Sprite Zelkova	B&B	2.5"	Cal	18

EVERGREEN TREES	BOTANICAL / COMMON NAME	CONT	GAL	SIZE	QTY
	Juniperus virginiana 'Hillspire' / Hillspire Juniper	B&B	6"	8" Ht.	13
	Juniperus virginiana 'Skyrocket' / Skyrocket Juniper	B&B	6"	Ht. Min.	35
	Picea pungens 'Fal Albert' / Colorado Spruce	B&B	6"	Ht. Min.	8
	Pinus flexilis 'Vanderwolf' x Pyramid / Vanderwolf's Pyramid Pine	B&B	6"	Ht. Min.	8
	Pinus strobus / White Pine	B&B	6"	Ht. Min.	10

SHRUBS	BOTANICAL / COMMON NAME	CONT	GAL	SIZE	QTY
	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass	5	Gal		62
	Ilex glabra 'Shamrock' / Shamrock Inkberry Holly	3	Gal		20
	Itea virginica 'Henry's Garnet' / Henry's Garnet Sweetgum	5	Gal		28
	Juniperus chinensis 'Gold Lace' / Gold Lace Juniper	6	Gal		54
	Physocarpus opulifolius 'Summer Wine' / Summer Wine Ninebark	5	Gal		12
	Taxus x media 'Densiformis' / Dense Yew	5	Gal		8

GROUND COVERS

BOTANICAL / COMMON NAME	CONT	GAL	SIZE	QTY
Foundation Plants / Per Owner TBD with Final Plans				
Rain Garden / Rain Garden TBD with Final Plans				
Decorative Gravel TBD with Final Plans				

Landscape Data

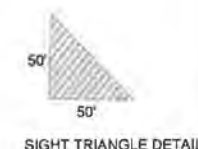
Arterial Street Intersection Sight Triangle 50'x50' along ROW

Landscape Area	Lot Area in SF:	507/938
Required Minimum Area = 30% Lot Area	152113	Provided Area:
Additional Trees Required	Total Dwellings:	322
Required Trees = .75/dwelling	241.5	242
Interior Parking Lot Landscaping	Spaces:	440
Required Trees = 1/10 spaces	44	44
Required Shrubs = 3/10 spaces	132	132
Interior Lot Trees	Provided Trees:	198

Street HWY "Y"	Street Frontage Distance in ft	1948
Required Width in ft (1/2' Minimum)	Provided Width:	6
Required Trees = 1/30 ft (Street Trees Count)	Provided Trees:	32

Perimeter Parking Lot Landscaping Adjacent to C-2
 North - Not Applicable
 East - Not Applicable
 South - Not Applicable

Sec. 22-6 - Screening Requirements



SIGHT TRIANGLE DETAIL



Sheet
L01

Preliminary Development Plans

20-0119
Northpoint Belton Apartment Complex
Belton, Cass County, Missouri

Overall Landscape Plan



815 MCQUE STREET, SUITE 200
CASS COUNTY, MISSOURI 65010
WWW.RENCORP.COM
E:201003630

Preliminary Development Plans
20-0119
Northpoint Belton Apartment Complex
Belton, Cass County, Missouri

[illegible]

1. LOCATE UTILITIES PRIOR TO COMMENCING LANDSCAPE OPERATIONS. ALL TREES SHALL BE FIELD POSITIONED AS TO AVOID CONFLICTS WITH EXISTING AND PROPOSED UTILITIES. NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS OR OBSTRUCTIONS.
2. CONTRACTOR SHALL STAKE ALL PLANTING AREAS IN THE FIELD PRIOR TO PLANTING FOR APPROVAL OF THE OWNER OR THEIR REPRESENTATIVE.
3. CONTRACTOR SHALL VERIFY ALL PLANT QUANTITIES PRIOR TO PLANTING. ANY DISCREPANCIES WITH THE PLAN SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. THE PLAN QUANTITIES SHALL SUPERCEDE SCHEDULED QUANTITIES.
4. ALL PLANT MATERIAL SHALL BE SPECIMEN QUALITY AND SHALL COMPLY WITH RECOMMENDATIONS AND REQUIREMENTS OF ANSI Z60.1 THE 'AMERICAN STANDARD FOR NURSERY STOCK'.
5. TOPSOIL MIX: ASTM 5268, PH RANGE OF 5.5 TO 7%, MINIMUM OF 4% ORGANIC MATERIAL. SOIL SHALL BE FREE OF STONE 1/2" OR LARGER IN ANY DIMENSION, SUBSOIL, CLAY LUMPS, ROOTS, BRUSH, WEEDS, WEED SEED, AND OTHER EXTRANEOUS OR TOXIC MATERIALS HARMFUL TO PLANT GROWTH. CONTENTS OF SOIL SHOULD CONTAIN NO MORE THAN 15% SILT AND 15% CLAY. SOIL SHOULD ALSO CONTAIN NO LESS THAN 40% SAND. TOPSOIL SOURCE SHALL BE FROM ON-SITE MATERIALS; IF ON-SITE SOURCE IS UNAVAILABLE, SUPPLEMENT WITH IMPORTED TOPSOIL FROM A PRE-APPROVED SOURCE. ALL IMPORTED TOPSOIL MIXES SHALL BE TESTED BY THE CONTRACTOR AND APPROVED BY THE OWNER PRIOR TO INSTALLATION.
6. PREPARE PLANTING BEDS AND INCORPORATE AMENDMENTS AS FOLLOWS:
 - 6.1. PLANTING BEDS:
 - 6.1.1. LOOSE PEAT HUMUS BY VOLUME: 1 PART
 - 6.1.2. WELL-ROTTED COMPOSTED MANURE BY VOLUME: 1 PART
 - 6.1.3. TOPSOIL (AS DEFINED IN NOTE 13): 2 PARTS
 - 6.1.4. FERTILIZER: 3 LBS./100SF
 - 6.2. BACKFILL FOR TREES
 - 6.2.1. LOOSE PEAT HUMUS BY VOLUME: 1 PART
 - 6.2.2. WELL-ROTTED COMPOSTED MANURE BY VOLUME: 1 PART
 - 6.2.3. TOPSOIL (AS DEFINED IN NOTE 5): 3 PARTS
 - 6.2.4. FERTILIZER: AGRIFORM TABLET (OR APPROVED EQUAL) PER MANUFACTURERS RECOMMENDATION
7. AGGREGATE MULCH AND AGED DOUBLE GROUND HARDWOOD MULCH SHALL BE USED AS A THREE INCH (3") TOP DRESSING IN ALL PLANTING BEDS, ISLANDS AND AROUND ALL TREES. SINGLE TREES AND SHRUBS SHALL BE MULCHED TO THE OUTSIDE EDGE OF THE SAUCER OR LANDSCAPE ISLAND. ALL MULCH SHALL BE INSTALLED OVER A GEOTEXTILE FABRIC (MIRAFIX 140N OR APPROVED EQUAL) PER THE DETAIL.
8. ALL TREES SHALL BE STAKED PER DETAIL.
9. ALL PLANT MATERIAL SHALL BE INSTALLED TO ALLOW A ONE FOOT (1) CLEARANCE BETWEEN PLANT AND ADJACENT PAVEMENT.
10. THE LANDSCAPE CONTRACTOR SHALL NOT COMMENCE WORK UNTIL THE SITE IS FREE OF DEBRIS CAUSED BY ON-GOING CONSTRUCTION OPERATIONS. REMOVAL OF DEBRIS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. LANDSCAPE WORK SHALL NOT BEGIN UNTIL THE LANDSCAPE ARCHITECT AND OWNER HAVE GIVEN WRITTEN APPROVAL FOR SUCH. THERE SHALL BE NO DELAYS DUE TO LACK OF COORDINATION FOR THIS ACTIVITY.
11. THE LANDSCAPE ARCHITECT AND/OR OWNER SHALL APPROVE GRADES AND CONDITION OF SITE PRIOR TO SODDING/SEEDING OPERATIONS.
12. ALL AREAS DISTURBED DURING CONSTRUCTION AND NOT DESIGNATED FOR OTHER PLANTINGS OR HARDSCAPE SHALL BE SODDED. PROVIDE SOD OF GRASS SPECIES AND VARIETIES, PROPORTIONS BY WEIGHT, AND MINIMUM PERCENTAGES OF PURITY, GERMINATION, AND MAXIMUM PERCENTAGE OF WEED SEED TO MATCH ON SITE TURFGRASS TYPE. SOD SHALL BE INSTALLED IN A PROFESSIONAL MANNER, DURING NORMAL PLANTING SEASONS FOR TYPE OF LAWN WORK REQUIRED. FINAL ACCEPTANCE OF SOD INSTALLATION SHALL BE BY THE OWNER.
13. ALL LANDSCAPE SHALL BE MONITORED AND MAINTAINED BY THE LANDSCAPE CONTRACTOR; REFER TO MAINTENANCE NOTES THIS SHEET.
14. CONTRACTOR SHALL WARRANTY ALL LIVING PLANTING MATERIAL (INCLUDING BUT NOT LIMITED TO TREES, SHRUBS, GROUNDCOVERS, & TURF) FOR A PERIOD OF ONE (1) YEAR AFTER DATE OF SUBSTANTIAL COMPLETION, AGAINST DEFECTS INCLUDING DEATH AND UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM LACK OF ADEQUATE MAINTENANCE, NEGLECT, OR ABUSE BY THE OWNER, ABNORMAL WEATHER CONDITIONS UNUSUAL FOR WARRANTY PERIOD OR INCIDENTS THAT ARE BEYOND THE CONTRACTOR'S CONTROL.
15. ALL LANDSCAPE AREAS SHALL BE IRRIGATED, TURF AREAS SHALL BE IRRIGATED BY SPRAY OR ROTOR. PLANT BEDS SHALL BE IRRIGATED BY DRIP IRRIGATION. IRRIGATION SYSTEM SHALL INCLUDE AUTOMATIC RAIN-SENSOR DEVICE. IRRIGATION SHOP DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR FOR APPROVAL PRIOR TO CONSTRUCTION.

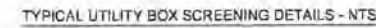
1. BEGIN MAINTENANCE IMMEDIATELY AFTER PLANTING. MAINTENANCE SHALL CONTINUE FROM INSTALLATION TO THE TIME OF SUBSTANTIAL COMPLETION, AND FOR NO LESS THAN 60 DAYS AFTER SUBSTANTIAL COMPLETION.
2. CONTRACTOR SHALL SUPPLY THE OWNER A WEEKLY LOG OF MAINTENANCE ACTIVITY BEGINNING AFTER PLANTING CONTINUING THROUGHOUT THE ENTIRE MAINTENANCE PERIOD.
3. ALL LANDSCAPE SHALL BE, AT A MINIMUM, INSPECTED ONCE PER WEEK BY THE CONTRACTOR THROUGHOUT THE MAINTENANCE PERIOD.
4. LANDSCAPE WORK MAY BE OBSERVED FOR ACCEPTANCE IN PORTIONS AS AGREEABLE TO THE OWNER OR LANDSCAPE ARCHITECT, PROVIDED EACH PORTION OF WORK OFFERED FOR OBSERVATION IS COMPLETE, INCLUDING MAINTENANCE. SUBSTANTIAL COMPLETION WILL NOT BE CONSIDERED UNTIL ALL LANDSCAPING HAS BEEN INSTALLED PER THE CONTRACT.

1. MAINTAIN TREES AND SHRUBS BY PRUNING, WATERING, CULTIVATING, MULCHING, AND WEEDING AS REQUIRED FOR HEALTHY GROWTH. RESTORE PLANTING SAUCERS, TIGHTEN AND REPAIR STAKE AND GUY SUPPORTS AND RESET TREES AND SHRUBS TO PROPER GRADES OR VERTICAL POSITION AS REQUIRED.
2. WATER TREES AND SHRUBS WEEKLY TO A DEPTH EQUAL TO THE SIZE OF THE ROOTBALL OR CONTAINER WHEN PLANTED. SOIL SHOULD BE KEPT MOIST BUT NOT OVERLY SATURATED. DURING TIMES OF DROUGHT OR EXTREME HEAT, CONTRACTOR SHALL WATER ENOUGH TO SUSTAIN PLANT LIFE. THE USE OF WATER BAGS SHALL BE APPROVED BY THE OWNER PRIOR TO USE AND DOES NEGATE THE CONTRACTOR FROM INSPECTIONS OR ROUTINE MAINTENANCE.
3. RESTORE OR REPLACE DAMAGED WRAPPINGS
4. SPRAY AS REQUIRED TO KEEP TREES AND SHRUBS FREE FROM DISEASE AND INSECTS.

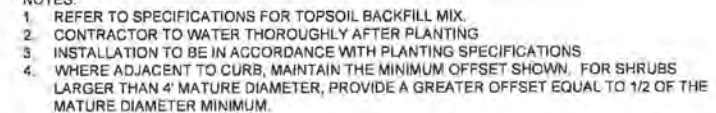
LAWNS

1. MAINTAIN AND ESTABLISH LAWNS BY WATERING, FERTILIZING, WEEDING, MOWING, TRIMMING, REPLANTING AND OTHER OPERATIONS AS DIRECTED BY OWNER. ROLL, RE-GRADE AND REPLANT BARE OR ERODED AREAS AND REMULCH TO PRODUCE A UNIFORMLY SMOOTH LAWN.
2. KEEP LAWNS UNIFORMLY MOIST TO A DEPTH OF 4 INCHES BY:
 - 2.1. APPLYING 1" OF WATER IMMEDIATELY AFTER SOO IS LAID
 - 2.2. APPLYING 1/2" MINIMUM PER DAY FOR THE NEXT 14 DAYS
 - 2.3. WATERING THE LAWN AT A RATE OF 1" PER WEEK THROUGHOUT THE MAINTENANCE PERIOD. WATER SHALL NOT BE DISTRIBUTED IN ONE APPLICATION
 - 2.4. DURING DROUGHT OR EXCESSIVE HEAT, CONTRACTOR SHALL APPLY WATER IN AN AMOUNT NEEDED TO SUSTAIN THE TURF.

1. MAINTAIN AND ESTABLISH LAWNS BY WATERING, FERTILIZING, WEEDING, MOWING, TRIMMING, REPLANTING AND OTHER OPERATIONS AS DIRECTED BY OWNER. ROLL, RE-GRADE AND REPLANT BARE OR ERODED AREAS AND REMULCH TO PRODUCE A UNIFORMLY SMOOTH LAWN.
2. KEEP LAWNS UNIFORMLY MOIST TO A DEPTH OF 4 INCHES BY:
 - 2.1. APPLYING 1" OF WATER IMMEDIATELY AFTER SOO IS LAID
 - 2.2. APPLYING 1/4" MINIMUM PER DAY FOR THE NEXT 14 DAYS
 - 2.3. WATERING THE LAWN AT A RATE OF 1" PER WEEK THROUGHOUT THE MAINTENANCE PERIOD. WATER SHALL NOT BE DISTRIBUTED IN ONE APPLICATION
 - 2.4. DURING DROUGHT OR EXCESSIVE HEAT, CONTRACTOR SHALL APPLY WATER IN AN AMOUNT NECESSARY TO SUSTAIN THE TURF.
3. MOW LAWNS AS SOON AS THERE IS ENOUGH TOP GROWTH TO CUT WITH MOWER SET AT NORMAL (SEASONAL) HEIGHT FOR PRINCIPAL SPECIES PLANTED. REPEAT MOWINGS AS REQUIRED TO MAINTAIN HEIGHT WITHOUT CUTTING MORE THAN 30 PERCENT OF THE GRASS HEIGHT. DO NOT DELAY MOWING UNTIL GRASS BLADES BEND OVER AND BECOME MATTED. DO NOT MOW WHEN GRASS IS WET.
4. POST FERTILIZATION: APPLY FERTILIZER TO LAWN AFTER FIRST MOWING AND WHEN GRASS IS DRY. USE FERTILIZER THAT WILL PROVIDE ACTUAL NITROGEN OF AT LEAST 1 LB. PER 1000 SF OF LAWN AREA. WATER FERTILIZER INTO SOIL AS DIRECTED BY THE MANUFACTURER



1. TREES THAT DO NOT MEET THE SIZE REQUIREMENT WILL BE REJECTED
2. TREES SHALL BE INSPECTED BY OWNERS REPRESENTATIVE PRIOR TO INSTALLATION.



137



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T.O. ROOF BRG
142' - 6 3/4"
T.O. LEVEL 4
SUBFLOOR
133' - 5 5/8"
T.O. LEVEL 4 BRG
131' - 4 7/8"
T.O. LEVEL 3
SUBFLOOR
122' - 3 3/4"
T.O. LEVEL 3 BRG
120' - 3"
T.O. LEVEL 2
SUBFLOOR
111' - 1 7/8"
T.O. LEVEL 2 BRG
109' - 1 1/8"
T.O. LEVEL 1
SUBFLOOR
100' - 0"

1 BUILDING A - REAR ELEVATION
COLORED
1/8" = 1'-0"



T.O. ROOF BRG
142' - 6 3/4"
T.O. LEVEL 4
SUBFLOOR
133' - 5 5/8"
T.O. LEVEL 4 BRG
131' - 4 7/8"
T.O. LEVEL 3
SUBFLOOR
122' - 3 3/4"
T.O. LEVEL 3 BRG
120' - 3"
T.O. LEVEL 2
SUBFLOOR
111' - 1 7/8"
T.O. LEVEL 2 BRG
109' - 1 1/8"
T.O. LEVEL 1
SUBFLOOR
100' - 0"

A2 BUILDING A - FRONT ELEVATION
- COLORED
1/8" = 1'-0"

**BELTON APARTMENTS -
NORTHPOINT DEVELOPMENT**
BELTON, MO

SHEET TITLE
EXTERIOR ELEVATIONS - BLDG A
- FRONT & REAR - COLORED
ELEVATION
PROJECT NUMBER: 20021
SHEET NUMBER:

A.200

DRAWN BY: Author CHECKED BY: Checker

PRINTS ISSUED

04/10/2020

REVISIONS:



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- T.O. ROOF BRG
142' - 6 3/4"
- T.O. LEVEL 4
SUBFLOOR
133' - 5 5/8"
- T.O. LEVEL 4 BRG
131' - 4 7/8"
- T.O. LEVEL 3
SUBFLOOR
122' - 3 3/4"
- T.O. LEVEL 3 BRG
120' - 3"
- T.O. LEVEL 2
SUBFLOOR
111' - 1 7/8"
- T.O. LEVEL 2 BRG
109' - 1 1/8"
- T.O. LEVEL 1
SUBFLOOR
100' - 0"

2 BUILDING C - REAR ELEVATION -
COLORED
1/8" = 1'-0"

BELTON APARTMENTS -
NORTHPOINT DEVELOPMENT
BELTON, MO

- T.O. ROOF BRG
142' - 6 3/4"
- T.O. LEVEL 4
SUBFLOOR
133' - 5 5/8"
- T.O. LEVEL 4 BRG
131' - 4 7/8"
- T.O. LEVEL 3
SUBFLOOR
122' - 3 3/4"
- T.O. LEVEL 3 BRG
120' - 3"
- T.O. LEVEL 2
SUBFLOOR
111' - 1 7/8"
- T.O. LEVEL 2 BRG
109' - 1 1/8"
- T.O. LEVEL 1
SUBFLOOR
100' - 0"
- T.O. LEVEL 0 BRG
97' - 11 1/4"
- BLDG C - SLAB
90' - 3"

1 BUILDING C - FRONT ELEVATION -
COLORED
1/8" = 1'-0"

SHEET TITLE
EXTERIOR ELEVATIONS - BLDG C
- FRONT & REAR - COLORED
ELEVATION
PROJECT NUMBER: 20021
SHEET NUMBER:

A.201

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**BELTON APARTMENTS -
NORTHPOINT DEVELOPMENT**
BELTON, MO

SHEET TITLE
EXTERIOR ELEVATIONS - BLDG A
& C - SIDE A&B - COLORED
ELEVATION
PROJECT NUMBER: 20021
SHEET NUMBER:

A.202

DRAWN BY: Author CHECKED BY: Checker



BUILDING C - SIDE B ELEVATION
C-B - COLORED
1/8" = 1'-0"



**BUILDING A - SIDE B ELEVATION -
A-B - COLORED**
1/8" = 1'-0"



BUILDING C - SIDE A ELEVATION
C-A - COLORED
1/8" = 1'-0"



**BUILDING A - SIDE A ELEVATION -
A-A - COLORED**
1/8" = 1'-0"

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2 EXTERIOR PERSPECTIVE -
BUILDING A - REAR ELEVATION



3 EXTERIOR PERSPECTIVE -
BUILDING C - SIDE ELEVATION



1 EXTERIOR PERSPECTIVE -
BUILDING C - GARAGE
ELEVATION

BELTON APARTMENTS -
NORTHPOINT DEVELOPMENT

BELTON, MO

SHEET TITLE
EXTERIOR PERSPECTIVES

PROJECT NUMBER: 20021

SHEET NUMBER:

A.203

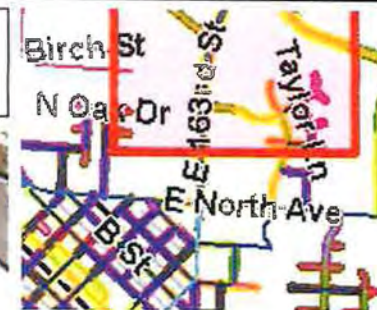
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Belton, MO



Legend

- Street
- Parcel
- Subdivision
- Parks
- Cemetery

789.5 0 394.77 789.5 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

1 in. = 395ft.



Notes

Section IX

C

AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BETWEEN OATS, INC. AND THE CITY OF BELTON, MISSOURI TO PROVIDE SITE TRANSPORTATION FOR INDIVIDUALS TO AND FROM THE BELTON SENIOR CENTER.

WHEREAS, OATS, Inc., is a transportation company that provides transportation for individuals within Belton and neighboring communities; and

WHEREAS, under the site transportation component of the MARC grant, the City would receive reimbursement from MARC for a portion of the OATS, Inc. transportation costs at \$6.00 per person/per day/per one-way trip; and

WHEREAS, the OATS, Inc. cost of the services charged to the City is twenty-nine (\$29.00) per hour with a yearly cost estimated at \$28,000 (based on FY20) for supporting ridership to and from the Senior Center; and

WHEREAS, the City has determined that it is in the best interest of the City to partner with OATS, Inc. with assistance from MARC to provide limited round-trip transportation for Senior Citizens in our community.

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

Section 1. That the OATS Agreement for Services to support site transportation herein attached and incorporated in this Ordinance as **Exhibit A** is hereby approved.

Section 2. That the City Manager is authorized and directed to execute the Agreement on behalf of the City.

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

Section 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: June 16, 2020

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this 16th day of June, 2020

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 16th day of June, 2020, and thereafter adopted as Ordinance No. 2020-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of June, 2020, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



Agreement for Services

G-

This agreement is entered into by **City of Belton-Site Transportation** located at 506 Main, Belton, MO 64012 816-331-4331, hereinafter known as the “**Contracting Party**” and OATS, Inc., 2501 Maguire Blvd, Ste 101, Columbia, MO 65201, a general not-for-profit corporation organized under the Laws of the State of Missouri, hereinafter known as OATS Transit.

The Contracting Party and OATS Transit hereby agree as follows:

1. This Agreement becomes effective on **July 1, 2020** and terminates on **June 30, 2021**.
2. OATS Transit agrees to transport the Contracting Party to and from **Belton Senior Center** for the purpose of **Site Transportation**. Scheduling of requested services is dependent upon vehicle and driver availability. OATS Transit will strive to fill all requests made, but makes no guarantee of service availability unless service is of a routine and recurring nature and specific commitment has been made by OATS Transit that service will be made available. Note: In rural areas, OATS Transit is a general public transportation provider and therefore routes are published and open to the public.
3. OATS Transit will invoice the Contracting Party for services rendered by the tenth (10th) day of the following month, and the Contracting Party will pay OATS Transit at a rate of **\$29.00 per hour** of which **\$1.00 per hour** (as defined above) is depreciation which OATS Transit will deposit in a restricted account for use in cost of replacing vehicles. Payment is due upon receipt of invoice; service cannot be delivered for delinquent accounts. OATS Transit reserves the right to renegotiate the rate should unforeseen circumstances (such as significant increase in fuel costs) arise.
4. The estimated total amount of compensation for services to be provided under this Agreement is (state specific dollar amount and explanation): **\$28,000.00 based on FY20.**
Monday through Friday
 1. Riders will be picked up and dropped off at the center not later than 9:20 am. Take home will be at 12:30 pm
 2. City will be invoiced from key on to key off including pre/post trip inspection
 3. Driver hours could vary depending on number of riders and where a driver starts the route
5. If service is to be provided by OATS Transit on more than one day, the Contracting Party agrees to schedule OATS Transit service for any particular date at least twenty-four (24) hours in advance. Scheduling will be done through the appropriate Regional Director.
6. Unless otherwise noted in item 9 below, OATS Transit service will not be provided on the following paid holidays: New Years Day; Martin Luther King, Jr. Day; Presidents Day; Memorial Day; 4th of July; Labor Day; Thanksgiving; the Day After Thanksgiving; and Christmas Day. Should a holiday fall on a Saturday, the preceding Friday is recognized; if a holiday falls on a Sunday, the following Monday is recognized.
7. In cases of inclement weather OATS Transit’s general policy is to use the school bus closings as a guideline; however, the final decision rests with the OATS Transit driver. Should weather, or other unforeseen events, necessitate the cancellation of service, the Contracting Party will be notified.
8. This Agreement may be terminated by either party by providing thirty (30) days written notice to the other party.
9. Special conditions which apply to this Agreement are as follows (*specify “none” if none apply*): **Riders will be determined by the Senior Center Administrator regarding riders outside the city, that may include Raymore, Lee’s Summit and other cities near to Belton. Rider list will be given to driver day before.**

In light of COVID-19 restriction, the city has requested only one bus per day be used for this service to the Belton senior center; social distancing protocols (as requested by the State) will be adhered to, and as such, ridership will be limited; it will be on a first come, first served basis.

Contracting Party

By: _____

Date: _____

Special Billing #: 7034

Check one: ☒ Rural
☐ Urban

OATS, Inc.

By: Dorothy Yeager

Dorothy Yeager, Executive Director

Date: 7/11/2020 Regional Director Initials: SD

Charter: Does this service support OATS program purposes?

☒ YES – Not considered charter; no further action required.
☐ NO – Contact Home Office for instruction