



**CITY OF BELTON  
CITY COUNCIL  
REGULAR MEETING  
TUESDAY, JANUARY 13, 2015 – 7:00 pm  
CITY HALL ANNEX  
520 MAIN STREET  
AGENDA**

I. CALL REGULAR MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. 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 December 9, 2014, City Council meeting.

Page 7

B. Motion approving the November 2014 Police Judge’s Report.

Supporting document is attached.

Page 15

V. PERSONAL APPEARANCES

A. Lisa Paxton (710 Fall Creek Circle, Belton)

- a. Request on behalf of the Fraternal Order of Eagles for a boot block on May 16, 2015, from 9am – 2pm.
- b. Request on behalf of the Fraternal Order of Eagles for a beer garden during the Belton Main St. Fall Festival, September 11-12, 2015.

VI. ORDINANCES

- A. Motion approving *final* reading of Bill No. 2014-96:  
AN ORDINANCE CALLING AND PROVIDING FOR THE ANNUAL ELECTION OF MUNICIPAL OFFICERS FOR THE CITY OF BELTON, MISSOURI.

Filing for seats on the City Council ends January 20, 2015.

Ordinance previously distributed.

- B. Motion approving *final* reading of Bill No. 2014-98:  
AN ORDINANCE AMENDING SECTION 13-333 OF THE CODE OF ORDINANCES OF THE CITY OF BELTON BY AMENDING THE NO PARKING ZONES.

Ordinance previously distributed.

- C. Motion approving *first* reading of Bill No. 2015-01:  
AN ORDINANCE AMENDING SECTION 13-290 OF THE CODE OF ORDINANCES OF THE CITY OF BELTON BY AMENDING THE SPEED ZONES.

Supporting document is attached.

Page 27

- D. Motion approving *both* readings of Bill No. 2015-02:  
AN ORDINANCE APPROVING THE DEDICATION OF A STORMWATER DRAINAGE EASEMENT DESCRIBED HEREIN THAT IS LOCATED IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.

Supporting document is attached.

Page 35

- E. Motion approving *first* reading of Bill No. 2015-03:  
AN ORDINANCE ACCEPTING AN AGREEMENT WITH THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION TO RELINQUISH FIBER OPTIC INTERCONNECT CABLE IN MODOT RIGHT OF WAY AT 163<sup>RD</sup> STREET AND I-49 TO THE CITY OF BELTON.

Supporting document is attached.

Page 97

VII. RESOLUTIONS

A. Motion approving Resolution R2015-01:

A RESOLUTION TO COMMIT THE REMAINING BALANCE OF THE 2006 VOTER APPROVED STORMWATER BONDS OF APPROXIMATELY \$1,244,357 TO MAKE REPAIRS AND IMPROVEMENTS TO: MULLEN ROAD DRAINAGE SWALE; OIL CREEK-MULLEN ROAD CULVERT; SWMP PROJECT #1; AND SWMP PROJECT #5.

Supporting document is attached.

Page 109

B. Motion approving Resolution R2015-02:

A RESOLUTION AUTHORIZING THE CITY COUNCIL OF BELTON, MISSOURI TO REAPPOINT DONALD SCHUSTER AND APPOINT DAWN FRICKE TO SERVE ON THE BELTON TREE BOARD.

Supporting document is attached.

Page 121

C. Motion approving Resolution R2015-03:

A RESOLUTION APPROVING THE PURCHASE OF "POWER LOAD" SYSTEMS FOR THE COTS IN THE AMBULANCE UNITS FROM STRYKER IN THE AMOUNT OF \$62,985.00 AND AUTHORIZING THE MAYOR TO SIGN THE PURCHASING AGREEMENT.

Funding is approved in the FY15 budget by the Assistance to Firefighters Grant.

Supporting document is attached.

Page 125

VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR'S COMMUNICATIONS

X. CITY MANAGER'S REPORT

XI. MOTIONS

XII. OTHER BUSINESS

XIII. 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 preparation, including any discussion or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups according to Missouri Statute 610.021.9 and that the record be closed.

XIV. ADJOURN

# **SECTION IV**

## **A**



**DECEMBER 9, 2014  
MINUTES OF THE BELTON CITY COUNCIL  
REGULAR MEETING  
CITY HALL ANNEX - 520 MAIN STREET  
BELTON, MISSOURI**

Mayor Davis called the regular meeting to order at 7:00 P.M.

Councilman Lathrop led the Pledge of Allegiance to the Flag. Councilmen present: Mayor Davis, Councilmen Jackie Cook, Jeff Fletcher, Al Hoag, Gary Lathrop, Everett Loughridge, Tim Savage, and Chet Trutzel. Absent: Councilman Scott Von Behren. Also present were Ron Trivitt, City Manager; Aaron March, City Attorney; and Patti Ledford, City Clerk.

Mayor Davis noted Ordinance No. 2014-93 and Resolution R2014-50 will be pulled from the agenda.

**CONSENT AGENDA:**

Councilman Hoag moved to approve the consent agenda consisting of a **motion approving the minutes of the November 25, 2014, City Council meeting**. Councilman Fletcher seconded. All present voted in favor. Councilman Von Behren absent. Consent agenda approved.

**ORDINANCES:**

Mr. Trivitt gave the final reading of Bill No. 2014-90: **AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT WITH OLDER ADULT TRANSPORTATION SERVICE, (OATS)**. Presented by Councilman Trutzel, seconded by Councilman Loughridge. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Savage, Trutzel, Mayor Davis, Councilmen Lathrop, Fletcher, Cook, Hoag, and Loughridge; Noes: None; Absent: 1, Councilman Von Behren. Bill No. 2014-90, was declared passed and in full force and effect as Ordinance No. 2014-4054, subject to Mayoral veto.

Mr. Trivitt gave the final reading of Bill No. 2014-91: **AN ORDINANCE AMENDING SECTION 2-991 AND ADDING A NEW SECTION 2-992, CHAPTER 2 OF THE CODE OF ORDINANCES, OF THE CITY OF BELTON, MISSOURI TO ADOPT POLICIES AND PROCEDURES FOR THE DISPOSITION OF SURPLUS PROPERTY OWNED BY THE CITY OF BELTON, MISSOURI, AND ADDING A NEW SECTION 2-993 ADOPTING POLICIES AND PROCEDURES FOR THE TRANSFER OF REAL PROPERTY TO THE CITY OF BELTON, MISSOURI**. Councilman Trutzel moved to amend Bill No. 2014-91 due to various changes clarifying the provisions of the Bill recommended by the City Attorney. Councilman Cook seconded. All voted in favor of the amendment. Councilman Von Behren absent. Councilman Trutzel moved to hear the final reading, as amended. Councilman Cook seconded. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Trutzel, Fletcher, Hoag, Lathrop, Mayor Davis, Councilmen Savage, Loughridge, and Cook; Noes: None; Absent: 1, Councilman Von Behren. Bill No. 2014-91 was declared passed and in full force and effect as Ordinance No. 2014-4055, subject to Mayoral veto.

Mr. Trivitt gave the final reading of Bill No. 2014-92: **AN ORDINANCE AMENDING THE CONTRACT AND GRANT OF EASEMENT FOR ADVERTISING DISPLAY FOR QUIK 'N TASTY FOODS, INC.** Councilman Lathrop moved to amend the final reading due to a modified contract. Councilman Fletcher seconded. All voted in favor. Councilman Von Behren absent. Councilman Loughridge moved to hear the final reading, as amended. Councilman Hoag seconded. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Lathrop, Fletcher, Cook, Mayor Davis, Councilmen Hoag, Loughridge, Trutzel and Savage; Noes: None; Absent: 1, Councilman Von Behren. Bill No. 2014-92 was declared passed and in full force and effect as Ordinance No. 2014-4056, subject to Mayoral veto.

Motion to postpone the final reading of Bill No. 2014-93: **AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI, CHAPTER 11, HEALTH AND SANITATION, ARTICLE III, SMOKING.** The city attorney has requested final reading be postponed. Jay Leipzig, Community and Economic Development Director, said after further consultation with the attorney, certain case law is not consistent with the state law and there are new developments and we want to be sure we can have it upheld in court if need be. We modeled ours after Lee's Summit and Columbia. **Councilman Loughridge moved to postpone the final reading.** Councilman Hoag seconded. All voted in favor. Councilman Von Behren absent. Motion to postpone passed.

Mr. Trivitt gave the final reading of Bill No. 2014-94: **AN ORDINANCE AMENDING SECTION 4-1, / ACCESSORY USES AND STRUCTURES OF THE BELTON UNIFIED DEVELOPMENT CODE REGARDING SOLAR ENERGY INSTALLATION.** Presented by Councilman Trutzel, seconded Fletcher. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Lathrop, Fletcher, Cook, Mayor Davis, Councilmen Hoag, Loughridge, Trutzel, and Savage; Noes: None; Absent: 1, Councilman Von Behren. Bill No. 2014-94 was declared passed and in full force and effect as Ordinance No. 2014-4057, subject to Mayoral veto.

Mr. Trivitt gave the final reading of Bill No. 2014-95: **AN ORDINANCE APPROVING THE FINAL PLAT OF A RE-PLAT OF LOT 1, GEP INVESTMENTS (TRANSWEST, INC.), A 3.67-ACRE TRACT OF LAND, LOCATED AT 17327 SO. OUTER ROAD, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.** Presented by Councilman Savage, seconded by Councilman Hoag. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Trutzel, Hoag, Fletcher, Lathrop, Mayor Davis, Councilmen Cook, Loughridge, and Savage; Noes: None; Absent: 1, Councilman Von Behren. Bill No. 2014-95 was declared passed and in full force and effect as Ordinance No. 2014-4058, subject to Mayoral veto.

Mr. Trivitt read Bill No. 2014-96: **AN ORDINANCE CALLING AND PROVIDING FOR THE ANNUAL ELECTION OF MUNICIPAL OFFICERS FOR THE CITY OF BELTON, MISSOURI.** Presented by Councilman Hoag, seconded by Councilman Trutzel. Vote on the first reading was recorded; Ayes: 8, Councilmen Trutzel, Hoag, Fletcher, Lathrop, Mayor Davis, Councilmen Cook, Loughridge, and Savage; Noes: None; Absent: 1, Councilman Von Behren. First reading passed.

Mr. Trivitt read Bill No. 2014-97: **AN ORDINANCE APPROVING A SETTLEMENT AGREEMENT WITH CENTURYLINK AND ASSIGNING A PERCENTAGE OF THE SETTLEMENT PROCEEDS TO THE CITY OF BELTON, MISSOURI.** Presented by Councilman Hoag, seconded by Councilman Savage. Aaron March, City Attorney, said this is a class action lawsuit involving all cities. The Missouri Municipal League is involved. A



settlement been reached and are asking all cities involved to move forward authorizing a settlement agreement. The city's anticipated share is \$1009.00. This procedure is required to stake our claim. Vote on the first reading was recorded; Ayes: 8, Councilmen Loughridge, Trutzel, Hoag, Cook, Fletcher, Lathrop, Mayor Davis, and Councilman Savage; Noes: None; Absent: 1, Councilman Von Behren. **Councilman Loughridge moved to hear the final reading.** Councilman Hoag seconded. All present voted in favor. The final reading was read. Presented by Councilman Hoag, seconded by Councilman Lathrop. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Savage, Trutzel, Mayor Davis, Councilmen Lathrop, Fletcher, Cook, Hoag, and Loughridge; Noes: None; Absent: 1, Councilman Von Behren. Bill No. 2014-97 was declared passed and in full force and effect as Ordinance No. 2014-4059, subject to Mayoral veto.

Mr. Trivitt read Bill No. 2014-98: **AN ORDINANCE AMENDING SECTION 13-333 OF THE CODE OF ORDINANCES OF THE CITY OF BELTON BY AMENDING THE NO PARKING ZONES.** Presented by Councilman Trutzel, seconded by Councilman Hoag. Councilman Cook feels this is an appropriate measure to pass and asked if there was any negative feedback. Jeff Fisher, Public Works Director, said no negative feedback was received. Vote on the first reading was recorded; Ayes: 8, Councilmen Loughridge, Trutzel, Hoag, Cook, Fletcher, Lathrop, Mayor Davis, Councilman Savage; Noes: None; Absent: 1, Councilman Von Behren. First reading passed.

Mr. Trivitt read Bill No. 2014-99: **AN ORDINANCE AMENDING SECTION 13-742 OF THE CODE OF ORDINANCES OF THE CITY OF BELTON BY AMENDING THE EMERGENCY SNOW ROUTES.** Presented by Councilman Trutzel, seconded by Councilman Savage. Vote on the first reading was recorded; Ayes: 8, Councilmen Loughridge, Trutzel, Hoag, Cook, Fletcher, Lathrop, Mayor Davis, and Councilman Savage; Noes: None; Absent: 1, Councilman Von Behren. **Councilman Lathrop moved to hear the final reading.** Councilman Hoag seconded. All present voted in favor. The final reading was read. Presented by Councilman Hoag, seconded by Councilman Loughridge. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Savage, Trutzel, Mayor Davis, Councilmen Lathrop, Fletcher, Cook, Hoag, and Loughridge; Noes: None; Absent: 1, Councilman Von Behren. Bill No. 2014-99 was declared passed and in full force and effect as Ordinance No. 2014-4060, subject to Mayoral veto.

Mr. Trivitt read Bill No. 2014-100: **AN ORDINANCE AMENDING SECTION 13-290 OF THE CODE OF ORDINANCES OF THE CITY OF BELTON BY AMENDING THE SPEED ZONES.** Presented by Councilman Lathrop, seconded by Councilman Fletcher. Vote on the first reading was recorded; Ayes: 8, Councilmen Trutzel, Hoag, Fletcher, Lathrop, Mayor Davis, Councilmen Cook, Loughridge, and Savage; Noes: None; Absent: 1, Councilman Von Behren. **Councilman Lathrop moved to hear the final reading.** Councilman Hoag seconded. All present voted in favor. The final reading was read. Presented by Councilman Hoag, seconded by Councilman Lathrop. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Savage, Fletcher, Cook, Mayor Davis, Councilmen Hoag, Loughridge, Trutzel, and Lathrop; Noes: None; Absent: 1, Councilman Von Behren. Bill No. 2014-100 was declared passed and in full force and effect as Ordinance No. 2014-4061, subject to Mayoral veto.

Mr. Trivitt read Bill No. 2014-101: **AN ORDINANCE APPROVING A FIVE-YEAR LEASE/PURCHASE OF (20) 2015 GOLF CARTS IN THE AMOUNT OF \$47,848 FROM PNC EQUIPMENT FINANCE, LLC.** Presented by Councilman Hoag, seconded by Councilman Trutzel. Vote on the first reading, was recorded; Ayes: 8, Councilmen Trutzel,

Fletcher, Hoag, Lathrop, Mayor Davis, Councilmen Savage, Loughridge and Cook; Noes: None; Absent: 1, Councilman Von Behren. **Councilman Hoag moved to hear the final reading**, Councilman Loughridge seconded. All voted in favor. The final reading was read. Presented by Councilman Hoag, seconded by Councilman Lathrop. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Lathrop, Fletcher, Cook, Mayor Davis, Councilmen Hoag, Loughridge, Trutzel, and Savage; Noes: None; Absent: 1, Councilman Von Behren. Bill No. 2014-101 was declared passed and in full force and effect as Ordinance No. 2014-4062, subject to Mayoral veto.

## **RESOLUTIONS:**

Motion to reconsider Resolution R2014-50: **A RESOLUTION APPROVING THE RE-APPROPRIATION & REVISION OF THE FISCAL YEAR 2015 ADOPTED CITY BUDGET TO ADD THREE FIREFIGHTER/ EMT POSITIONS.**

**Duly noted this item was pulled from the agenda.**

Mr. Trivitt read Resolution R2014-56: **A RESOLUTION APPROVING TASK AGREEMENT #1 WITH WIEDENMANN INC FOR THE PURPOSE OF COMPLETING THE WESTOVER STORM SEWER REPAIR.** Presented by Councilman Hoag, seconded by Councilman Trutzel. The following vote recorded; Ayes: 8, Mayor Davis, Councilmen Fletcher, Loughridge, Hoag, Trutzel, Cook, Lathrop, and Savage; Noes: None; Absent: 1, Councilman Von Behren. Resolution passed.

## **CITY COUNCIL LIAISON REPORTS:**

No liaison reports

## **MAYOR'S COMMUNICATIONS:**

- Mayor Davis said he went to the Chamber Christmas casino event. It was a great turn out and there were lots of prizes.
- West Gate Missouri Municipal League dinner meeting is January 15 in Excelsior Springs.
- Jeff Fisher, Public Works Director, said Resolution R2014-56 had two parts; the second part was to discuss the remainder of the bonds. Mayor Davis said it will be discussed at the next meeting.
- City Staff met at Piper Jaffray to discuss the city's bonding capacity.

Councilman Loughridge said he has mentioned a few times that the vision plan needs to be updated. He thinks the bonding capacity fits into that. Maybe we can revisit the vision plan at the end of the budget process. It's a 15-20 year plan.

Mayor Davis said he is amazed as we go through these processes how many consultations and plans made in the past that we are following. Our forefathers had a lot of insight. We don't need to reinvent the wheel.

Councilman Loughridge said we should look at the vision plan in early April or May with a target date before the next budget process.

**CITY MANAGER'S REPORT:**

Mayor Davis asked for a report on Peaceful Homes. Mr. Fisher said on the engineering side of things they have a public works project - a waterline. They don't have a permit because they have not met their bonding requirements. Mayor Davis said he hopes staff is holding them accountable and it is safe and sanitary. Nobody is above the law.

Mayor Davis asked for a status update on ROM. Mr. Leipzig said they are moving forward. They have done some preliminary grading in the parking lot and addition of the building.

Mr. Leipzig provided an update on Quik n'Tasty. The distribution center will have a refrigerated docking station and they will be moving forward on that project toward the end of the year. It will be the first of many projects for them.

The Quik Trip G3 store will be starting construction February 2015.

Mr. Leipzig said the public meeting revealing the North Scott Corridor Plan will be on December 11 at Memorial Station. What he has seen so far looks great and he is excited to report that. The consulting firm will make a presentation in January.

Mr. Trivitt said the Missouri Municipal League legislative conference will be February 11-12 in Jefferson City. It normally starts around lunch time and ends the next day after lunch.

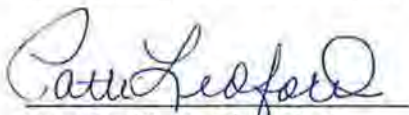
**OTHER BUSINESS:**

Mayor Davis said he has received some complaints that people are dumping on Loop Road. Councilman Hoag said since some of the recyclable containers have been removed from the parking lot on Second Street, some people are going up and down Loop Road dumping trash. The business owners are paying the price for that.

Councilman Cook mentioned she was at an organizational function and met some folks that relocated their business to Belton last year. They told her how happy they were to be in Belton and received so much help from the economic development department and continue to be happy with the cooperation they receive from the City. Councilman Cook said she hopes they continue doing what they are doing to attract business to Belton.

There was continued discussion about the dumping of trash on Loop Road and the need to deal with the problem swiftly and harshly. It appears to be a night and weekend problem. Mayor Davis said he will ask the police department to drive by the area often. The item will be put on a work session agenda for further discussion.

Being no further business Councilman Lathrop moved to adjourn at 7:48 P.M. Councilman Hoag seconded. All voted in favor. Councilman Von Behren absent. Meeting adjourned.

  
Patti Ledford, City Clerk

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




# **SECTION IV**

## **B**



**THE ATTACHED REPORT REPRESENTS A TRUE AND ACCURATE COPY OF COURT PROCEEDINGS HELD**

**COURT DATES: 11/5/14; 11/12/14; 11/19/14;**

  
MUNICIPAL JUDGE 12/3/14  
DATE

**IN ACCORDANCE WITH COURT OPERATING RULE 4.29 THE ATTACHED MUNICIPAL DIVISION SUMMARY REPORT FOR MONTH OF NOVEMBER 2014 WAS PRESENTED AND REVIEWED BY CITY COUNCIL AS REQUIRED.**

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DATE



# My Filed Or Closed Cases Listing

Belton

12/3/2014 12:17:19 PM

Totals For Filed Date From 11/01/2014 To 11/30/2014

Posted Fee Totals For Posted Date From 11/01/2014 To 11/30/2014

## Violations By Filed Date

City Ordinance	178
IPMC CODE	3
MOVING TRAFFIC	423
Traffic	143
ZONING ORDINANCE	1
<b>Total Violations Filed:</b>	<b>748</b>

## Violations Completed-Paid Fines By Filed Date CL-CLOSED FOUND GUILTY

City Ordinance	12
IPMC CODE	1
MOVING TRAFFIC	93
Traffic	43
CL	149
<b>Total Violations Completed-Paid Fines:</b>	<b>149</b>

## Violations Completed-Before Judge By Filed Date CL-CLOSED FOUND GUILTY

City Ordinance	50
IPMC CODE	1
MOVING TRAFFIC	83
Parking	1
Traffic	101
CL	236

## DC-Dismissed by Complainant





# My Filed Or Closed Cases Listing

Belton

12/3/2014 12:17:19 PM

Totals For Filed Date From 11/01/2014 To 11/30/2014

Posted Fee Totals For Posted Date From 11/01/2014 To 11/30/2014

## Violations Completed-Before Judge By Filed Date

City Ordinance	6	
DC		6

## DI-CLOSED BY SIS

MOVING TRAFFIC	5	
DI		5

## DJ-Dismissed by Judge

City Ordinance	1	
DJ		1

## DP-Dismissed by Prosecutor

City Ordinance	10	
IPMC CODE	3	
MOVING TRAFFIC	21	
Traffic	4	
DP		38

## DW-DISMISSED NO WITNESS

City Ordinance	4	
MOVING TRAFFIC	6	
Traffic	3	
DW		13

## DX-FOUND NOT GUILTY AT TRIAL

MOVING TRAFFIC	48	
Traffic	2	
DX		50

Total Violations Completed-Before Judge: 349



# My Filed Or Closed Cases Listing

Belton

12/3/2014 12:17:19 PM

Totals For Filed Date From 11/01/2014 To 11/30/2014

Posted Fee Totals For Posted Date From 11/01/2014 To 11/30/2014

## Violations Completed-Other By Filed Date

### DO-DISMISSED BY OFFICER

MOVING TRAFFIC	1	
DO		1

### DS-DISMISSED STATE CHARGES

City Ordinance	2	
MOVING TRAFFIC	2	
DS		4

### VD-Voided Docket

City Ordinance	1	
Traffic	2	
VD		3

Total Violations Completed-Paid Fines:		8
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Total Violations Completed-Paid Fines:	149
Total Violations Completed-Before Judge:	349
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	8
<b>Total Violations Completed:</b>	<b>506</b>
<b>Total Violations Filed:</b>	<b>748</b>
<b>Net Difference Filed - Completed:</b>	<b>242</b>

## Warrants Issued

City Ordinance	29
MOVING TRAFFIC	43



# My Filed Or Closed Cases Listing

Belton

12/3/2014 12:17:19 PM

Totals For Filed Date From 11/01/2014 To 11/30/2014

Posted Fee Totals For Posted Date From 11/01/2014 To 11/30/2014

Traffic	8		
<b>Total Warrants Issued:</b>	<b>80</b>	<b>Total Violations:</b>	<b>80</b>

## Warrants Cleared

City Ordinance	54		
IPMC CODE	1		
MOVING TRAFFIC	87		
Traffic	24		
<b>Total Warrants Cleared:</b>	<b>166</b>	<b>Total Violations:</b>	<b>166</b>
<b>Total Warrants Issued:</b>	<b>80</b>		
<b>Total Warrants Cleared:</b>	<b>166</b>		
<b>Net Difference:</b>	<b>-86</b>		

19

## Violations Completed-Other Paid By Filed Date

### AJ-SUSPENDED IMPOSITION OF SENTEN

City Ordinance	2		
MOVING TRAFFIC	1		
AJ		3	

### CD-Completion date for school(s)

City Ordinance	2		
MOVING TRAFFIC	4		
CD		6	

### CN-Continued Arraignment

Traffic	1		
CN		1	



# My Filed Or Closed Cases Listing

Belton

12/3/2014 12:17:19 PM

Totals For Filed Date From 11/01/2014 To 11/30/2014

Posted Fee Totals For Posted Date From 11/01/2014 To 11/30/2014

## Violations Completed-Other Paid By Filed Date

### PP-Payment plan

City Ordinance	2
IPMC CODE	1
MOVING TRAFFIC	4
PP	7

### RS-RESTITUTION DUE

City Ordinance	1
RS	1

<b>Total Violations Completed-Other Paid:</b>	<b>18</b>
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20



# My Filed Or Closed Cases Listing

Belton

12/3/2014 12:17:19 PM

Posted Fee Totals For Posted Date From 11/01/2014 To 11/30/2014

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$ 860.00
CC (76)	COURT COSTS	\$ 3,328.70
CN (CA)	COURT NOTIFCATION AUTOMATION	\$ 653.75
CVC2 (74)	CRIME VICTIMS CITY	\$ 123.21
CVS2 (CV)	CRIME VICTIMS STATE	\$ 2,381.42
DM (82)	DOMESTIC VIOLENCE	\$ 666.00
DWI (77)	DWI RECOVERY COST	\$ 400.00
FINE (76)	FINE	\$ 47,022.74
ILFC (83)	ILF- CITY	\$ 666.00
IS (IS)	INMATE SECURITY FUND	\$ 666.00
RST (99)	RESTITUTION	\$ 50.00
SBF (84)	SURETY BOND FORFEITURE	\$ 150.00
SR (SR)	SHERIFF RETIREMENT	\$ 1,002.00
TFC (78)	TRAINING FUND CITY	\$ 666.00
TFS (81)	TRAINING FUND STATE	\$ 334.00
WRNTFE (76)	WARRANT FINE	\$ 1,715.18
COPIES (CO)	PHOTOCOPIES	\$ 4.00

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**Report Totals:** \$ 60,689.00

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## MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<b>I. COURT INFORMATION</b>		<input type="checkbox"/> Contact information same as last report	
Municipality:	Belton	Reporting Period:	11/2014
Mailing Address:	7001 E. 163rd St. Belton 64012	Software Vendor:	Tyler Technologies
Physical Address:	7001 E. 163rd St. Belton 64012	County:	CASS COUNTY
Telephone	(816) 331-2798	Fax Number:	(816) 348-4439
Prepared by:	Laura Ellis	E-mail Address:	beltoncourts@beltonpd.org
Municipal Judge(s):	CHARLES C. CURRY	Prosecuting Attorney:	WILLIAM N MARSHALL III
<b>II. MONTHLY CASELOAD INFORMATION</b>		Alcohol and Drug Related Traffic	Other Traffic
A. cases (citations / informations) pending at start of month		84	2,946
B. cases (citations / informations) filed		6	535
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		0	1
3. court / bench trial - NOT GUILTY		0	49
4. plea of GUILTY in court		6	179
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	128
6. dismissed by court		1	9
7. nolle prosequi		1	25
8. certified for jury trial (not heard in the Municipal Division)		0	1
<b>9. TOTAL CASE DISPOSITIONS</b>		<b>8</b>	<b>392</b>
D. cases (citations / informations) pending at end of month <small>[pending caseload = (A + B) - C9]</small>		82	3,089
E. Trial de Novo and / or appeal applications filed		0	0
<b>III. WARRANT INFORMATION (Pre and Post Disposition)</b>		<b>IV. PARKING TICKETS</b>	
1. # issued during reporting period	80	# issued during period:	0
2. # served/withdrawn during reporting	171	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	1,302		
<b>V. NET DISBURSEMENTS</b>			
Fines	\$49,391.67	Restitution	\$50.00
Clerk/Court Fee (costs)	\$3,994.70	Parking ticket revenue (including penalties)	\$0.00
Judicial Education Fund (JEF) <input type="checkbox"/>	\$0.00	Bond forfeitures (paid to city)	\$1,010.00
Peace Officer Standards and Training (POST) Commission surcharge	\$334.00	Bond refunds	\$0.00
Crime Victims Compensation (CVC) Fund surcharge	\$2,504.63	Other disbursements (list each separately below)	
Law Enforcement Training (LET) Fund surcharge	\$666.00	DWI RECOUPMENT	\$400.00
Domestic Violence Shelter surcharge	\$666.00		\$0.00
Inmate Prisoner Detainee Security Fund surcharge	\$666.00		\$0.00
Sheriffs' Retirement Fund surcharge	\$1,002.00	<b>Total Disbursements</b>	<b>\$60,685.00</b>

BELTON MUNICIPAL COURT  
7001 E 163<sup>RD</sup> ST  
BELTON, MO 64012  
816-331-2798 phone  
816-331-3179 fax

.....

# facsimile transmittal

**To:** STATISTICS SECTION      **Fax:** 573-526-0338  

---

**From:** Laura Ellis      **Date:** 12/3/2014  

---

**Re:** MUN DIV REPORTING FORM      **Pages:** 2 INCL THIS PAGE  

---

**CC:**

Urgent       For Review       Please Comment       Please Reply       Please Recycle

---

**ATTACHED IS THE NOVEMBER 2014 MUNICIPAL DIVISION REPORTING FORM FOR THE PERIOD OCTOBER 1, 2014 THROUGH NOVEMBER 30, 2014 FOR THE BELTON MUNICIPAL COURT.**

**IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE COURT OFFICE AT (816)331-2798**

**THANK YOU,  
LAURA ELLIS**

MEMORY TRANSMISSION REPORT

TIME : 12-03-'14 11:45  
FAX NO.1 : 816-331-3179  
NAME : Belton Mun. Court

FILE NO. : 206  
DATE : 12.03 11:44  
TO : OSCA STATE RPT  
DOCUMENT PAGES : 2  
START TIME : 12.03 11:44  
END TIME : 12.03 11:45  
PAGES SENT : 2  
STATUS : OK

\*\*\* SUCCESSFUL TX NOTICE \*\*\*

BELTON MUNICIPAL COURT  
7001 E 163<sup>RD</sup> ST  
BELTON, MO 64012  
816-331-2798 phone  
816-331-3179 fax

<b>To:</b> STATISTICS SECTION	<b>Fax:</b> 573-526-0338
<b>From:</b> Laura Ellis	<b>Date:</b> 12/3/2014
<b>Re:</b> MUN DIV REPORTING FORM	<b>Pages:</b> 2 INCL THIS PAGE
<b>CC:</b>	
<input type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle	

**ATTACHED IS THE NOVEMBER 2014 MUNICIPAL DIVISION REPORTING FORM FOR THE PERIOD OCTOBER 1, 2014 THROUGH NOVEMBER 30, 2014 FOR THE BELTON MUNICIPAL COURT.**

**IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE COURT OFFICE AT (816)331-2798**

**THANK YOU,  
LAURA ELLIS**

**CONFIDENTIAL**



# **SECTION VI**

## **C**



**BILL NO. 2015-01**

**ORDINANCE NO.**

AN ORDINANCE AMENDING SECTION 13-290 OF THE CODE OF ORDINANCES OF THE CITY OF BELTON BY AMENDING THE SPEED ZONES.

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

Section 1. That Section 13-290, Appendix B, Table 4 – Speed Zones; of the Code of Ordinances of the City of Belton, Missouri is hereby amended as reflected in table 4 which is attached and considered part of this Ordinance.

Section 2. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

Duly read two (2) times and passed this \_\_\_\_ day of \_\_\_\_\_, 2015.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

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

ATTEST:

\_\_\_\_\_  
Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2015, and thereafter adopted as Ordinance No. of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2015, after the second reading thereof by the following vote, to-wit:

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

---

Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri



## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** January 13, 2015

**DIVISION:** Transportation

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

Approvals:

City Manager:       Department Director:       Finance Director:       Engineer:       Attorney:

<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:** At the December 16th, work session, Missouri Department of Transportation (MoDOT) and staff presented information about the speed limits along 58 Highway. This included recommendations to change certain speed limits. The changes require amendments to the current code.

**PROPOSED CITY COUNCIL MOTION:** Staff recommends approval of an ordinance amending Chapter 13, Section 290, Appendix B Table 4 of the Belton Code of Ordinances.

**BACKGROUND:** At the December 16<sup>th</sup> work session, MoDOT and staff presented information about the speed limits along 58 Highway.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

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

**STAFF RECOMMENDATION, ACTION, AND DATE:** Staff recommends Council approval of the proposed amendments to the Speed Zones at the next two regular meetings on January 13, 2015 and January 27, 2015

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Ordinance
- MoDOT Speed Limits Amendment Revised Table 4

**TABLE 4. – SPEED ZONES**

**\*\*\*Note\*\*\* Highlighted items indicate changes to speed limits. Crossed out items to be deleted**

Street	Speed Limit
155th Street from Terry Avenue to east city limit	35 mph
163rd Street, from the intersection of State Highway 58 to Kentucky, both directions	35 mph
All school zones during the hours of 7:00 a.m. and 4:00 p.m.	20 mph
Belmo Drive	15 mph
Bel-Ray, southbound at 16807 and northbound at the entrance off Highway Route 58	35 mph
Blue Avenue from South East to Lillard	15 mph
Cactus Drive	15 mph
Cambridge Road, from Y Highway to Peculiar Drive	35 mph
Chestnut Street from Main Street to Loop Road	15 mph
Cimarron Drive	15 mph
Circle Drive	15 mph
Corral Drive	15 mph
East Hargis Street	15 mph
East Pacific Drive	15 mph
East Sunrise Drive	15 mph
East Washington Street	15 mph
Herschel Street from Main Street to Loop Road	15 mph
Jefferson Avenue	15 mph
Lake Drive	15 mph
Lillard from Blue Avenue to Central	15 mph
Locust Hill Road from North Scott to Quiktrip	35mph
Loop Road from Chestnut Street to Herschel Street	15 mph
Minnie from Y Highway to the Park entrance	15 mph
South East Avenue from Commercial to Blue Avenue	15 mph
Highway Route 58:	
<b>(1) From Route D (Holmes Road) to 365 feet west of Prospect Rd</b>	<b>55 mph</b>
<b>(2) From 365 feet west of Prospect Rd to 245 feet west of Monte Verde</b>	<b>45 mph</b>
<b>(3) From 245 feet west of Monte Verde to Ella St</b>	<b>35 mph</b>
<b>(4) From Ella t to 380 feet east of Clint/Dean</b>	<b>40 mph</b>
<del>(1) From Route D (Holmes Road) to Cerrito</del>	<del>45 mph</del>
<del>(2) From Cerrito Drive to 300 feet west of Westover on 58</del>	<del>35 mph</del>
<del>(3) From a point 300 feet west of Westover on Highway Route 58 to the junction of Highway Route 58 and Y Highway</del>	<del>25 mph</del>
<del>(4) From the junction of Highway Route 58 and Y Highway to 400 feet east of the junction of Highway Route 58 and Y Highway</del>	<del>35 mph</del>
<del>(5) From a point 400 feet east of the junction of Highway Route 58 and Y Highway to the junction of Highway Route 58 and Mullen Road</del>	<del>45 mph</del>
<del>(6) From the junction of Highway Route 58 and Mullen Road eastbound to the junction of Highway Route 58 and Bel-Ray Boulevard</del>	<del>35 mph</del>
<del>(7) From the junction of Highway Route 58 and Kentucky Road westbound to the junction of Highway Route 58 and Mullen Road</del>	<del>35 mph</del>
<del>(8) (5) Speed limits in all roundabouts will be</del>	<del>15 mph</del>
Interstate 49	

	(1) From 155th Street to Highway 58	65 mph
	(2) From Highway 58 to south city limit	70 mph
Indian Trail		15 mph
Main Street, from Scott Avenue to Cedar Street		15 mph
Markey Drive		15 mph
Markey Parkway from 163rd Street to Quik Trip Way		35 mph
Markey Parkway from 163rd Street to Mullen Road		35 mph
Markey Place		15 mph
Markey Road from Westover to North Scott, both directions		35 mph
Markey Terrace		15 mph
Mullen Road:		
	(1) From its intersection with 163rd Street south to its intersection with Springdale Lane	35 mph
	(2) From its intersection with Highway 58 to a point 150 feet north of the Smokey Hill railroad tracks	35 mph
	(3) From a point 150 feet south of the Smokey Hill railroad tracks to the south city limits	35 mph
	(4) From Markey Parkway to Highway 58	35 mph
North Cass Parkway:		
	(1) West bound beginning at east city limit running west for 250 feet	45 mph
	(2) East bound from Peculiar Drive to east city limit	35 mph
North Chestnut Street		15 mph
North Oak Drive		15 mph
North Scott from State Highway 58 to Markey, both directions		35 mph
North Scott from Markey to 155th Street, both directions		45 mph
Peculiar Drive, from State Highway 58 to North Cass Parkway		45 mph
Peculiar Drive from North Cass Parkway to South City Limits		35 mph
Quik Trip Way, from Locust Hill Road to Markey Parkway		35 mph
Ranchero Place		15 mph
Sagebrush Lane		15 mph
Shady Lane		15 mph
Shawn Drive		15 mph
Silverado Trail		15 mph
Sunny Circle		15 mph
Sunny Drive		15 mph
Towne Center Drive from Markey Parkway to Highway 58		35 mph
Tumbleweed Place		15 mph
Westover Road from Markey to North City limits		35 mph
Whisper Lane		15 mph





# **SECTION VI**

## **D**

REVISED  
1994

**AN ORDINANCE APPROVING THE DEDICATION OF A STORMWATER DRAINAGE EASEMENT DESCRIBED HEREIN THAT IS LOCATED IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.**

---

WHEREAS the City is requesting the dedication of a stormwater drainage easement over the property legally described in the attached Easement and Construction Agreement.

WHEREAS, the person or persons owning the property abutting such easements have agreed to such dedication; and

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

Section 1. That the Council finds that the described improvements and the dedication are in the City’s best interest and no private rights will be unreasonably injured or endangered by this dedication and that the public will suffer no unreasonable loss or inconvenience thereby.

Section 2. That the easement legally described in the attached Easement and Construction Agreement is hereby dedicated upon construction of the improvements.

Section 3. That appropriate city officials are hereby authorized to execute any and all documents necessary to effectuate this dedication.

Duly read two (2) times and passed this \_\_\_ day of \_\_\_, 2015.

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

Approved this \_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

\_\_\_\_\_  
Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri

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

I, Patricia A. Ledford, 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 on the \_\_\_ day of \_\_\_, 2015, and thereafter adopted as Ordinance No. 2015-\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_ day of \_\_\_, 2015, after the second reading thereof by the following vote, to-wit:

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

\_\_\_\_\_  
Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri



## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** January 13, 2015

**DIVISION:** Engineering

**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 checked="" type="checkbox"/> Both Readings

**ISSUE/RECOMMENDATION:**

In June of 2013, Staff was notified of a stormwater issue at 17126 BelRay Place. This was actually an issue not accounted for in the Stormwater Master Plan (SWMP) but has since been revised to include it. It was scored and placed in the SWMP list but in the bottom third. The owner, Tom Rorabaugh, requested guidance from the City and assistance with costs if possible. This property and building is the lowest point in the sub-watershed and in an area with little to no stormwater detention. In fact, there is a large amount of pavement and relatively little green space.

Considering that the issue is in part caused by runoff from the neighboring business community along BelRay Place, staff invited all of that community in and had three separate meetings to discuss what their needs are, including this stormwater issue. Council may remember that street lights were approved and added as a result of those meetings. In addition, staff is planning to overlay BelRay Place in 2015. However, a consensus was never achieved to participate in the costs of corrective action regarding stormwater. As a result, the property owner and staff coordinated the proposed easement purchase between Mr. Rorabaugh and Mr. Patel.

According to the signed agreements that the City will need to have approved, Mr. Rorabaugh will purchase the easement from Mr. Patel for \$7,500. Mr. Rorabaugh will make improvements within the easement that allow stormwater to drain away from his property and into existing infrastructure along the outer road. Upon completion and approval by the City Engineer, the easement will then be dedicated to the City as typical of other such easements. This has all been supported by modeling and the judgment of the City Engineer and Olsson Engineers. It is not THE solution to stormwater mitigation for the sub-watershed, but it is a solution to alleviate the problems on Mr. Rorabaugh's property until a larger solution can be funded.

**PROPOSED CITY COUNCIL MOTION:**

At the January 13, 2015 regular City Council meeting, approve an ordinance allowing the City to enter into the attached easement agreement with BelRay Place LLC and Gary Patel.

**IMPACT/ANALYSIS:**

A small amount of money was spent from the Engineering budget to pay for some analysis by Olsson Engineers. There are no other City dollars to be spent for this effort except for staff's time.

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

Staff recommends approval as described at the January 13, 2015 Council Meeting.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Ordinance

Easement and Construction Agreement

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***Title of Document:*** Easement and Construction Agreement  
***Date of Document:*** December 5, 2014  
***Grantor:*** Gary Gautam Patel  
***Grantee:*** BelRay Place LLC  
200 Cherry Hill Drive  
Belton, Missouri 64012  
***Legal Description:*** See Exhibit C  
***Reference Book and Page(s):*** N/A

---

## EASEMENT AND CONSTRUCTION AGREEMENT

THIS EASEMENT AND CONSTRUCTION AGREEMENT ("Agreement") is executed as of this 5<sup>th</sup> day of December, 2014 ("Effective Date"), by and among Gary Gautam Patel ("Grantor"), BelRay Place LLC, a Missouri limited liability company ("BelRay" or "Grantee"), whose mailing address is 200 Cherry Hill Drive, Belton, Missouri 64012, and City of Belton, Missouri, a charter city and political subdivision of the State of Missouri ("City").

### RECITALS

- A. Grantor is the fee owner of the property legally described in the attached Exhibit A ("Grantor's Property");
- B. BelRay is the fee owner of the property commonly known as 17126 and 17132 Bel-Ray Place, Belton, Missouri and legally described in the attached Exhibit B ("BelRay Property");
- C. The BelRay Property frequently suffers flooding that is exacerbated by the topography of the BelRay Property and surrounding parcels, which funnels storm water runoff in a generally east to west direction and ponds in the BelRay Property parking lot and on occasion floods the buildings on the BelRay Property;
- D. There is an existing ten (10) foot storm drainage easement ("Existing Easement") dedicated to City and encumbering the Patel Property as evidenced by the \_\_\_\_\_ recorded in the Office of the Recorder of Deeds of Cass County, Missouri as Document No. \_\_\_\_\_;
- E. To address the flooding problem on the BelRay Property, the parties agree subject to the terms and conditions of this Agreement as follows: (a) Grantor will grant a thirty-five (35) foot storm water drainage and detention easement abutting the Existing Easement to BelRay, as legally described in the attached Exhibit C and depicted on the attached Exhibit D ("Easement Area"); (b) BelRay will construct a drainage swale, storm water lines and appurtenances incidental thereto (collectively, "Drainage Improvements") within the Easement Area on the Grantor's Property in accordance with City-approved plans and specifications; (c) BelRay will pay to Grantor the sum of \$7,500 as consideration for the BelRay Easement (as defined below) and BelRay will pay the cost of the Drainage Improvements; and (d) upon completion of the Drainage Improvements, Grantor will grant a thirty-five (35) foot storm water drainage and detention easement abutting the Existing Easement to City and BelRay will assign all of its right, title and interest in the Drainage Improvement to City pursuant to the Easement and Assignment Agreement ("Assignment") in substantially the form attached hereto as Exhibit E and thereafter (i) City will be solely responsible for maintaining the Drainage Improvements, and (ii) BelRay will be solely responsible for maintaining the Easement Area in accordance with City property maintenance requirements.
- F. Remediation of the flooding problem on the BelRay Property is for a public purpose in that it will promote the health, safety and welfare of the citizens of Belton.

### AGREEMENT

**NOW THEREFORE**, in consideration of the foregoing recitals (which by this reference are hereby incorporated into this Agreement), the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto grant, covenant and agree as follows:

1. BelRay Easement. Grantor does hereby grant, remise, release and forever quitclaim unto BelRay, and BelRay's successors and assigns, a permanent, non-exclusive storm drainage and detention easement



for the location, construction, reconstruction, maintenance, and repair of the Drainage Improvements over, under and through the Easement Area (the "BelRay Easement"). As consideration for the BelRay Easement and as a material inducement for Grantor to enter into this Agreement, BelRay shall pay to Grantor contemporaneously with Grantor's execution of this Agreement the sum of Seven Thousand Five Hundred Dollars (\$7,500.00). BelRay shall further pay the cost to record this Agreement.

2. Plans and Specifications; Permits. Before commencing construction of the Drainage Improvements, BelRay, at BelRay's sole cost, shall cause to be prepared plans and specifications ("Plans and Specifications") by a licensed engineer reasonably acceptable to Grantor and City for construction of the Drainage Improvements and submit the Plans and Specifications to Grantor and City for approval, which approval on the part of Grantor shall not be unreasonably withheld, conditioned or delayed and which approval on the part of City may be withheld, conditioned or delayed in City's sole and absolute discretion. For the purposes of this Agreement, the City Manager or the Director of Public Works (or their designee) may approve the Plans Specifications without City Council approval if the City Manager and the Director of Public Works, upon advice of City legal counsel, believe such approval may be granted without City Council action. Otherwise, the Plans and Specifications must be approved by the City Council. The Plans and Specifications shall comply with City requirements for storm water facility improvements and BelRay, at BelRay's sole cost, shall obtain all necessary permits and governmental approvals for construction of the Drainage Improvements.

3. Construction Contract; Bonds; Insurance; Taxes. Upon receipt of written approval from Grantor and City as provided herein, BelRay, at BelRay's cost, shall enter into a construction contract with a contractor ("Contractor") reasonably acceptable to Grantor and City for construction of the Drainage Improvements in accordance with the Plans and Specifications and provide a signed copy of such contract to Grantor and City. If requested by Grantor or City or required by applicable law, BelRay shall cause Contractor to provide performance and payment bonds in a form acceptable to Grantor and City. BelRay shall obtain and maintain, or cause Contractor to obtain and maintain, the following types of insurance: (a) Worker's Compensation in amounts and in form in accordance with all statutory requirements; (b) Commercial General Liability Insurance on an occurrence basis which shall include bodily injury, property damage, personal injury, sickness, disease, products, completed operations, blanket contractual and broad form property damage coverage, with a per occurrence limit of not less than \$500,000 and general aggregate limit of not less than \$1,000,000. BelRay or Contractor may provide the coverage required herein through the use of a primary liability policy or through a combination of primary liability and umbrella liability policies; and (c) Automobile Liability Insurance to insure operations of all owned, non-owned, leased and hired motor vehicles, with limits of liability not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. Before any services are provided pursuant to this Agreement, Grantor and City shall be furnished valid and original certificate(s) of insurance evidencing that all required insurance coverages are in force, including any required amendatory riders and endorsements. All insurance policies required by this Agreement shall bear an endorsement prohibiting such policy from being canceled, allowed to lapse or substantially modified without thirty (30) days prior written notice to Grantor and City. BelRay shall pay, or cause Contractor to pay, all sales taxes, use taxes, social security, unemployment compensation taxes and similar taxes or assessments upon the labor and materials furnished under this Contract, as required by applicable governmental agencies.

4. Performance of the Work. BelRay shall provide or cause to be provided all labor, materials, supervision, scaffolding, equipment, machinery, tools, utilities, services and insurance necessary to complete construction of the Drainage Improvements (the "Work"), all to the satisfaction of Grantor and City and in strict accordance with the Plans and Specifications. BelRay shall pay Contractor the sum (the "Contract Sum") specified in the construction contract between BelRay and Contractor for the proper and timely performance of all the Work. If BelRay or Contractor fail to complete the Work in a timely

manner and in accordance with the Plans and Specifications, Grantor or City (with advance notice to Grantor) shall have the right, but not the obligation, to complete the Work in accordance with the Plans and Specifications and BelRay shall immediately pay to Grantor or City upon demand the cost incurred by either of them to perform such Work even if the total cost to complete the Work exceeds the amount of the Contract Sum.

5. BelRay Access to Easement Area. BelRay, its agents, employees or Contractor shall have the right to enter and go upon the Easement Area, for the purpose of locating, constructing, maintaining, and repairing the Drainage Improvements, and shall upon completion of such construction, maintenance or repair, cause the land of Grantor to be restored to substantially the same condition that existed prior to BelRay's entry upon it (except for the improvements contemplated by this Agreement); provided, however that BelRay shall cause its Contractor to use commercially reasonable efforts to minimize disruption of Grantor's business on adjacent property.

6. Grantor Access to Easement Area. Grantor agrees for Grantor and Grantor's heirs, successors or assigns, that the Easement Area shall be kept free from buildings or any other structures or obstructions that would interfere with the flow of storm water or BelRay in excavating upon said Easement Area for the purposes of locating, laying, constructing, operating, maintaining or repairing the Drainage Improvements. Grantor also agrees for Grantor and Grantor's heirs, successors, or assigns, that no material change in grading over the Easement Area will be made without the prior written approval of BelRay and the Director of Public Works. This Agreement shall not be construed to prohibit the Grantor from developing any adjoining property.

7. Completion of and Title to Drainage Improvements. Upon completion of the Drainage Improvements, BelRay shall provide to Grantor and City a certification signed by BelRay and Contractor stating that the Work is complete, was performed in strict accordance with the Plans and Specifications, and Contractor (and any other contractor or subcontractor) has been fully paid for all labor, materials and services furnished to complete the Work, and the certificate is accompanied by mechanic's lien waivers signed by Contractor (and any other contractor or subcontractor performing Work). Upon verification that the statements in the certificate are true and accurate, Grantor and City shall provide written notice to BelRay acknowledging and accepting the certificate, which shall be deemed to be conclusive evidence of completion of the Work in accordance with this Agreement. BelRay shall be the owner of the Drainage Improvements and the Plans and Specifications.

8. Maintenance of Easement Area and Drainage Improvements. At all times after this Agreement is recorded and the BelRay Easement is in effect, BelRay, at BelRay's cost, shall maintain the Easement Area in a safe and clean appearance in accordance with City's code of ordinances, which shall include, without limitation, regularly mowing the Easement Area and removing all paper, debris, filth, refuse, and if necessary for the proper operation of the Easement Area, snow and ice removal. The parties agree that upon completion of the Work as provided in Section 7 above, the parties shall execute and deliver the Assignment in substantially the form attached hereto as Exhibit E for the purpose of Grantor granting to City a permanent, non-exclusive storm drainage and detention easement and BelRay assigning to City all of BelRay's right, title and interest in the Drainage Improvements and the Plans and Specifications. At all times after the Assignment is recorded and the easement created thereby is in effect, the Drainage Improvements shall become part of City's storm water management system and City, at City's cost, shall maintain the Drainage Improvements. The parties acknowledge that City's maintenance obligation is expressly limited to the pipelines and related improvements installed within the Easement Area and is not intended to reduce or overlap with BelRay's maintenance obligation as stated in this Section. In the event BelRay fails in its duty and obligation to properly maintain the Easement Area consistent with City's code of ordinances, City, with advance notice to Grantor, shall have the right, but not the obligation, to enter upon the Easement Area to remedy the failure to maintain the Easement Area. If City exercises this right, BelRay shall be assessed and agrees to pay all expenses of such exercise.

9. Title. Grantor further states that Grantor is lawfully seized of indefeasible title in fee to the Grantors' Property through which the BelRay Easement is granted, and that Grantor has good and lawful right to convey the BelRay Easement to BelRay.

10. City Council. The City Council of City has approved the transactions contemplated by this Agreement and authorized and directed City to execute and deliver this Agreement and to perform City's obligations hereunder according to the terms and conditions of this Agreement by adoption of Ordinance No. 2015-\_\_\_\_\_ dated \_\_\_\_\_.

11. Indemnification. BelRay shall indemnify, defend and hold Grantor and City, and their respective employees, officers, elected officials, agents, contractors, heirs, successors and assigns ("Indemnitees") harmless from any and all actions, claims, demands, suits, judgments, liens, awards, damages, causes of action, liabilities, costs or expenses (including without limitation reasonable attorneys' fees), including without limitation, claims for injury to or death of any person, loss of or damage to any property, incurred or asserted against Grantor or City arising directly or indirectly from, on account of or in connection with (a) the activities of BelRay, its agents, employees or contractors in the construction, maintenance and repair of the Drainage Improvements and appurtenance thereto, (b) the use of or access to the BelRay Easement by BelRay, its employees, agents or contractors, invitees or guests, (c) the failure of BelRay to properly maintain the Easement Area in accordance with the terms of this Agreement and City code requirements, and (d) any mechanic's lien or other lien claims filed or asserted against the Grantor's Property or other property of Grantor that is adjacent to the Grantor's Property.

12. BelRay Easement Runs With the Land. The BelRay Easement granted herein shall be appurtenant to and run with the title to the Grantor's Property. The obligations and reservations of rights herein contained shall inure to the benefit of and shall be binding upon the parties hereto, their successors and assigns.

13. Event of Default. A breach by a party of any material covenant, warranty or obligation set forth in this Agreement and continuance of such breach for a period of twenty (20) days after such breaching party has received written notice thereof from a non-breaching party shall be an event of default. In the event a defaulting party fails to perform its obligations under this Agreement and fails to cure such default within the cure period referenced above, the non-defaulting party(ies) may institute proceedings at law or

equity and seek such remedies, including but not limited to specific performance, that may be available to the non-defaulting party(ies). Any remedies available to any party hereunder shall be cumulative and not exclusive.

14. Notice. All notices and other communications required or desired to be given under this Agreement shall be in writing and shall be deemed duly given when delivered in person or mailed by first class, registered or certified mail, postage prepaid, addressed as follows:

To Grantor:	Gary Gautam Patel 222 Peculiar Drive Belton, Missouri 64012
To Grantee:	BelRay Place LLC 200 Cherry Hill Drive Belton, Missouri 64012
To City:	City Hall 520 S. Main Street Belton, Missouri 64102 Attention: Director of Public Works
With a copy to:	City Attorney White Goss, a Professional Corporation 4510 Belleview, Suite 300 Kansas City, Missouri 64111

A duplicate copy of each notice or other communication given by any party to this Agreement shall also be given to the other parties. Each party may from time to time designate, by notice given to the other parties, other addresses to which subsequent notices or other communications shall be sent.

15. Amendment. This Agreement shall not be modified except in writing by the parties, their successors and assigns. If a term, provision, covenant, agreement or condition of this Agreement is held by a court of competent jurisdiction to be void, invalid, or unenforceable, the same shall not affect any other portion of this Agreement and the remainder shall be effective as though such term, provision, covenant, agreement, or condition had not been contained herein.

16. No Waiver. Any party's failure to insist upon strict compliance with any provision hereof or its failure to enforce any rights or remedies in any instance shall not constitute or be deemed a waiver of any such provision, right or remedy in the absence of a signed writing by such party agreeing to such waiver.

17. Counterparts. This Agreement may be executed in counterparts, each of which counterpart shall be construed as an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

**GRANTOR**

**Gary Gautam Patel**



STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF CASS     )

On this 5th day of December, 2014 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Gary Gautam Patel who is personally known to me to be the same person who executed the within instrument as his free act and deed.

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



NOTARY PUBLIC

My Commission Expires:

September 1, 2017

[SEAL]



**BELRAY**

**BelRay Place LLC,  
a Missouri limited liability company**

By: Tom Rorabaugh  
Name: Tom Rorabaugh  
Title: Managing Member

STATE OF MISSOURI        )  
  ) ss.  
COUNTY OF CASS        )

On this 8th day of December, 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Tom Rorabaugh, the Managing Member of BelRay Place 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 limited liability company, and such persons duly acknowledged the execution of the same to be the act and deed of said liability company.

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

Andrea Cunningham  
NOTARY PUBLIC

My Commission Expires:  
Sept. 1, 2017

[SEAL]



GRANTEE

City of Belton, Missouri

ATTEST

\_\_\_\_\_  
Patricia A. Ledford, City Clerk

By: \_\_\_\_\_  
Mayor Jeff Davis

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF CASS        )

On this \_\_\_\_ day of May, 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jeff Davis, Mayor of the City of Belton, Missouri, a municipality and existing under and by virtue of the laws of the State of Missouri, and Patricia A. Ledford, City Clerk of the City of Belton, Missouri, who are personally known to me to be the same persons who executed, as such officials, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

[SEAL]

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE GRANTOR'S PROPERTY**



Parcel Number: 04-04-18-000-000-025.000  
 Computer ID: 2398800  
 Deed Holder: BELTON HOTEL INVESTMENTS LLC  
 Property Address: S OUTER RD  
 BELTON, MO 640120000  
 Mailing Address: 222 PECULIAR DR  
 BELTON, MO 64012-0000 USA



1 / 1



Class: COMMERCIAL  
 Map Area: COM BELTON  
 Plat Map: 3371/770  
 Subdivision: BEL RAY SOUTH  
 Sec-Twp-Rng: 18-46-32  
 Lot-Block: -  
 Legal Description: BEL RAY SOUTH #19 TRACT 1 & PT # 20 TR 2

		Current Value Information				
FULL MARKET	Agricultural	Residential	Commercial	Other	Exempt	Total
Land	\$0	\$0	\$99,470		\$0	\$99,470
Building	\$0	\$0	\$1,209,500		\$0	\$1,209,500
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,308,970</b>		<b>\$0</b>	<b>\$1,308,970</b>
ASSESSED	Agricultural	Residential	Commercial	Other	Exempt	Total
Land	\$0	\$0	\$31,830		\$0	\$31,830
Building	\$0	\$0	\$387,040		\$0	\$387,040
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$418,870</b>		<b>\$0</b>	<b>\$418,870</b>

		Prior Year Value Information				
2014	Agricultural	Residential	Commercial	Other	Exempt	Total
Land	\$0	\$0	\$99,470		\$0	\$99,470
Building	\$0	\$0	\$1,209,500		\$0	\$1,209,500
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,308,970</b>		<b>\$0</b>	<b>\$1,308,970</b>
2013	Agricultural	Residential	Commercial	Other	Exempt	Total
Land	\$0	\$0	\$99,470		\$0	\$99,470
Building	\$0	\$0	\$1,209,500		\$0	\$1,209,500
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,308,970</b>		<b>\$0</b>	<b>\$1,308,970</b>

More Years...

Land Information		
Lot Type	Square Feet	Acres
Sq. Ft x Rate	63,162	1.450

Commercial Building Information		
Occupancy	Year Built	Building Area
Hotel / Motel	2000	12,736

Yard Extra Information		
Description	Item Count	Year Built
Paving	1	2000



FILE NUMBER 460012  
OR BK 3371 PG 770  
RECORDED 08/12/2010 09:20:42 AM  
RECORDING FEE 30.00  
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS  
CASS COUNTY, MISSOURI

## LIMITED LIABILITY COMPANY WARRANTY DEED

(Limited Liability Company Conveying to a Corp/LLC/Partnership)

File Number: 201067113  
Coffelt Land Title, Inc.

THIS INDENTURE, made on 8/11/2010, by and between T.L.B.R. Group, L.L.C., a limited liability company duly organized under the laws of the State of Missouri of the County of Cass, State of Missouri, Grantor, and Belton Hotel Investments, L.L.C., a Missouri llc, Grantee. Grantee's mailing address is: 222 Peculiar Dr. Belton  
MO 64012

WITNESSETH, THAT THE SAID GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by the said GRANTEE (the receipt of which is hereby acknowledged) does by these presents GRANT, BARGAIN and SELL, CONVEY and CONFIRM unto the said GRANTEE, its successors and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Cass and State of Missouri, to-wit:


### SEE ATTACHED EXHIBIT A


TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Grantee and unto its successors and assigns forever; the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by it or those under whom it claims; and that it will warrant and defend the title to said premises unto the said Grantee and unto his/her heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set his/her/their hand(s) and seal(s) the day and year last above written.

T.L.B.R. Group, L.L.C.

By:


  
Jerry Rellihan, Member

  
Kerrie Rellihan, Member

STATE OF Missouri  
COUNTY OF Cass

On this 8/11/2010, before me, Janelle D. Vergouven, a Notary Public in and for said state, personally appeared Jerry Rellihan, Member and Kerrie Rellihan, Member known to me to be the person(s) who executed the within Limited Liability Company Warranty Deed in behalf of said limited liability company and acknowledged to me that he/she/they executed the same as the free act and deed of said Limited Liability Company.

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

  
Notary Public: Janelle D. Vergouven

My commission expires: 10/2/2011

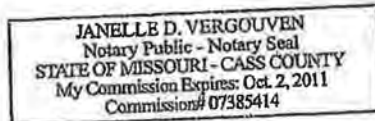


EXHIBIT A

**TRACT "A"**

ALL THAT PART OF THE NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 18, TOWNSHIP 46, RANGE 32 IN BELTON, CASS COUNTY, MISSOURI DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 18; THENCE NORTH 86°50'30" WEST, ALONG THE NORTH LINE OF SAID QUARTER QUARTER (1/4 1/4) SECTION, A DISTANCE OF 962.81 FEET; THENCE SOUTH 03°09'30" WEST A DISTANCE OF 58.23 FEET TO A POINT ON THE SOUTH LINE OF MISSOURI HIGHWAY NO. 58; THENCE SOUTH 03 DEGREES 23 MINUTES 57 SECONDS EAST, ALONG THE EAST LINE OF 58-71 PLAZA-TRACTS 1 & 2, A SUBDIVISION IN BELTON, CASS COUNTY, MISSOURI, A DISTANCE OF 332.15 FEET; THENCE SOUTH 02°41'25" EAST, A DISTANCE OF 50.13 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 02°41'25" EAST, A DISTANCE OF 77.81 FEET; THENCE SOUTH 11°26'19" EAST, A DISTANCE OF 155.38 FEET TO THE NORTHEAST CORNER OF LOT 1 CROSSROAD CENTER, A SUBDIVISION IN BELTON, CASS COUNTY, MISSOURI; THENCE NORTH 88°44'03" WEST, ALONG THE NORTH LINE OF SAID LOT 1, CROSSROAD CENTER, A DISTANCE OF 315.87 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 71 AS NOW ESTABLISHED, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 1, CROSSROAD CENTER; THENCE NORTH 06°42'25" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 183.01 FEET; THENCE NORTH 82°14'06" EAST, A DISTANCE OF 305.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 63,229 SQUARE FEET OR 1.45 ACRES, MORE OR LESS.

SUBJECT TO AN ACCESS EASEMENT IN THE NORTHWEST PORTION OF THE ABOVE DESCRIBED TRACT, SAID TRACT HEREAFTER KNOWN AS TRACT "A", FOR INGRESS/EGRESS OF THE TRACT LYING ADJACENT TO THE NORTH LINE OF SAID TRACT "A", MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT "A"; THENCE NORTH 82°14'06" EAST, ALONG THE NORTH LINE OF SAID TRACT "A", A DISTANCE OF 105.43 FEET; THENCE SOUTH 07°45'54" EAST, A DISTANCE OF 22.00 FEET; THENCE SOUTH 82°14'06" WEST, 22.00 FEET SOUTH OF AND PARALLEL TO SAID NORTH LINE, A DISTANCE OF 75.00 FEET; THENCE SOUTH 55°02'39" WEST, A DISTANCE OF 35.00 FEET TO A POINT ON THE WEST LINE OF SAID TRACT "A"; THENCE NORTH 06°42'25" WEST, ALONG SAID WEST LINE, A DISTANCE OF 38.00 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**  
**LEGAL DESCRIPTION OF THE BELRAY PROPERTY**



Parcel Number: 04-04-18-000-000-020.000  
 Computer ID: 2396800  
 Deed Holder: BELRAY PLACE LLC  
 Property Address: 17126 BEL RAY & 17132 PL  
 BELTON, MO 640120000 [MAP THIS ADDRESS](#)  
 Mailing Address: PO BOX 23248  
 OVERLAND PARK, KS 66283-0000 USA



1 / 2



Class: COMMERCIAL  
 Map Area: COM BELTON  
 Plat Map: 3324/653  
 Subdivision: BEL RAY SOUTH  
 Sec-Twp-Rng: 18-46-32  
 Lot-Block: -  
 Legal Description:  
 BEL RAY SOUTH BG660'W&500S NE CR NW NE ; SW255 NW210  
 E232 SE110

FULL MARKET	Agricultural	Residential	Commercial\Other	Exempt	Total
Land	\$0	\$0	\$74,100	\$0	\$74,100
Building	\$0	\$0	\$221,110	\$0	\$221,110
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$295,210</b>	<b>\$0</b>	<b>\$295,210</b>
ASSESSED	Agricultural	Residential	Commercial\Other	Exempt	Total
Land	\$0	\$0	\$23,710	\$0	\$23,710
Building	\$0	\$0	\$70,760	\$0	\$70,760
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$94,470</b>	<b>\$0</b>	<b>\$94,470</b>

2014	Agricultural	Residential	Commercial\Other	Exempt	Total
Land	\$0	\$0	\$74,100	\$0	\$74,100
Building	\$0	\$0	\$221,110	\$0	\$221,110
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$295,210</b>	<b>\$0</b>	<b>\$295,210</b>
2013	Agricultural	Residential	Commercial\Other	Exempt	Total
Land	\$0	\$0	\$74,100	\$0	\$74,100
Building	\$0	\$0	\$221,110	\$0	\$221,110
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$295,210</b>	<b>\$0</b>	<b>\$295,210</b>

More Years...

Lot Type	Square Feet	Acres
Sq. Ft x Rate	41,165	0.945

Occupancy	Year Built	Building Area
Office - General	1988	5,000
Shop	1989	2,000

<u>Description</u>	<u>Item Count</u>	<u>Year Built</u>
Paving	1	1988

<u>Sale Date</u>	<u>Recording</u>
03/04/2010	



FILE NUMBER 450583  
OR BK 03324 PG 0653  
RECORDED 03/04/2010 03:20:23 PM  
RECORDING FEE 39.00  
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS  
CASS COUNTY, MISSOURI

(Space above reserved for Recorder of Deeds certification)

**Title of Document: LIMITED LIABILITY COMPANY WARRANTY DEED**

**Date of Document: October 5, 2007**

**Grantor(s): MAIER INVESTMENTS, L.L.C., a Limited Liability Company**

**Grantee(s): BELRAY PLACE, LLC, a Missouri Limited Liability Company**

**Grantee(s) mailing address: 17134 BelRay Place, Belton, MO 64012**

**Legal Description: SEE ATTACHED "EXHIBIT B"**

**NOTE: THIS LIMITED LIABILITY COMPANY WARRANTY DEED IS BEING RE-RECORDED TO ADD THE LEGAL DESCRIPTION DESCRIBED IN AND SHOWN AS "EXHIBIT B".**

Hight & Associates, Land Titles, Inc.  
Harrisonville, MO

H 337/4 A 2441

**Reference Book 3048 and Page 0624**

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within document)



FILE NUMBER 397573  
OR BK 03048 PG 0624  
RECORDED 10/09/2007 03:13:56 PM  
RECORDING FEE 30.00  
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS  
CASS COUNTY, MISSOURI



### LIMITED LIABILITY COMPANY WARRANTY DEED

#### KNOW ALL MEN BY THESE PRESENTS:

That on this 5th day of October, 2007, MAIER INVESTMENTS, L.L.C. , a Limited Liability Company of the County of CASS in the State of MISSOURI organized and existing under the laws of the State of MISSOURI party of the first part/Grantor(s), in consideration of TEN AND 00/100 DOLLARS (\$10.00) to it paid by BELRAY PLACE, LLC of the County of CASS and State of MISSOURI party of the second part/Grantee(s), whose mailing address is: 17134 BelRay Place, Belton, MO 64012, the receipt whereof is hereby acknowledged and, does by these presents, Grant, Bargain, Sell, Convey and Confirm unto the said party of the second part, his heirs and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Cass and State of Missouri to-wit:

"See Exhibit A"

Subject to easements, restrictions, reservations and covenants, now of record, if any.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said party of the second part, and unto his heirs and assigns, forever. The said party of the first party hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any incumbrance done or suffered by it or those whom it claims; and that it will warrant and defend the title to the said premises unto the said party of the second part and unto his heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

Hight & Associates Land Titles, Inc.  
Raymore, MO

H 33764

IN WITNESS WHEREOF, MAIER INVESTMENTS, L.L.C. the said party of the first part has caused these presents to be executed by its members, this 5th day of October, 2007.

MAIER INVESTMENTS, L.L.C.  
BY: Roger S. Maier, MGR  
ROGER S. MAIER, MANAGER

STATE OF Missouri  
COUNTY OF Cass

On this 5th day of October, 2007, before me personally appeared ROGER S. MAIER to me personally known, who being duly sworn, did say that he is the Manager of MAIER INVESTMENTS, L.L.C. in the foregoing deed, and that ROGER S. MAIER signed in behalf of said L.L.C. by authority of its members and the said ROGER S. MAIER acknowledged said instrument to be the free act and deed of said L.L.C.

In Testimony Whereof, I have hereunto set my hand and affixed by official seal, at my office in Raymore, Missouri, the day and year first above written.

My term of office as a Notary Public will expire on the 6-18-09

Jeanne L. Trujillo  
Notary Public

JEANNE L. TRUJILLO  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Cass County  
Comm. # 05443727  
My Comm. Expires June 18, 2009

JEANNE L. TRUJILLO  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Cass County  
Comm. # 05443727  
My Commission Expires June 18, 2009





"EXHIBIT B"

A tract of land located in the Northwest Quarter of the Northeast Quarter of Section 18, Township 46, Range 32, Belton, Cass County, Missouri, described as follows:  
Commencing at the Northeast corner of said Quarter Quarter Section; thence North 90 degrees 00 minutes West along the North line of said Northeast Quarter, 608.6 feet; thence South 0 degrees 27 minutes 45 seconds West, 626.83 feet for a True Point of Beginning; thence North 90 degrees 00 minutes West, 269.19 feet; thence North 14 degrees 35 minutes 49 seconds West, 115.03 feet; thence North 6 degrees 11 minutes 30 seconds West, 127.93 feet; thence North 90 degrees 00 minutes East, 233.24 feet to a point on the West line of Bel-Ray Place as now established; thence South 19 degrees 18 minutes 00 seconds East along said West line, 164.03 feet to the P.C. of a curve to the right; thence along said curve to the right, having a radius of 842.17 feet, and arc distance of 87.26 feet to the Point of Beginning.

Subject to easements, restrictions, reservations, and covenants of record, if any.

6

**EXHIBIT C**  
**LEGAL DESCRIPTION OF EASEMENT AREA**

File No.: 011-2036  
Drainage Easement  
April 30, 2014

Drainage Easement Description:

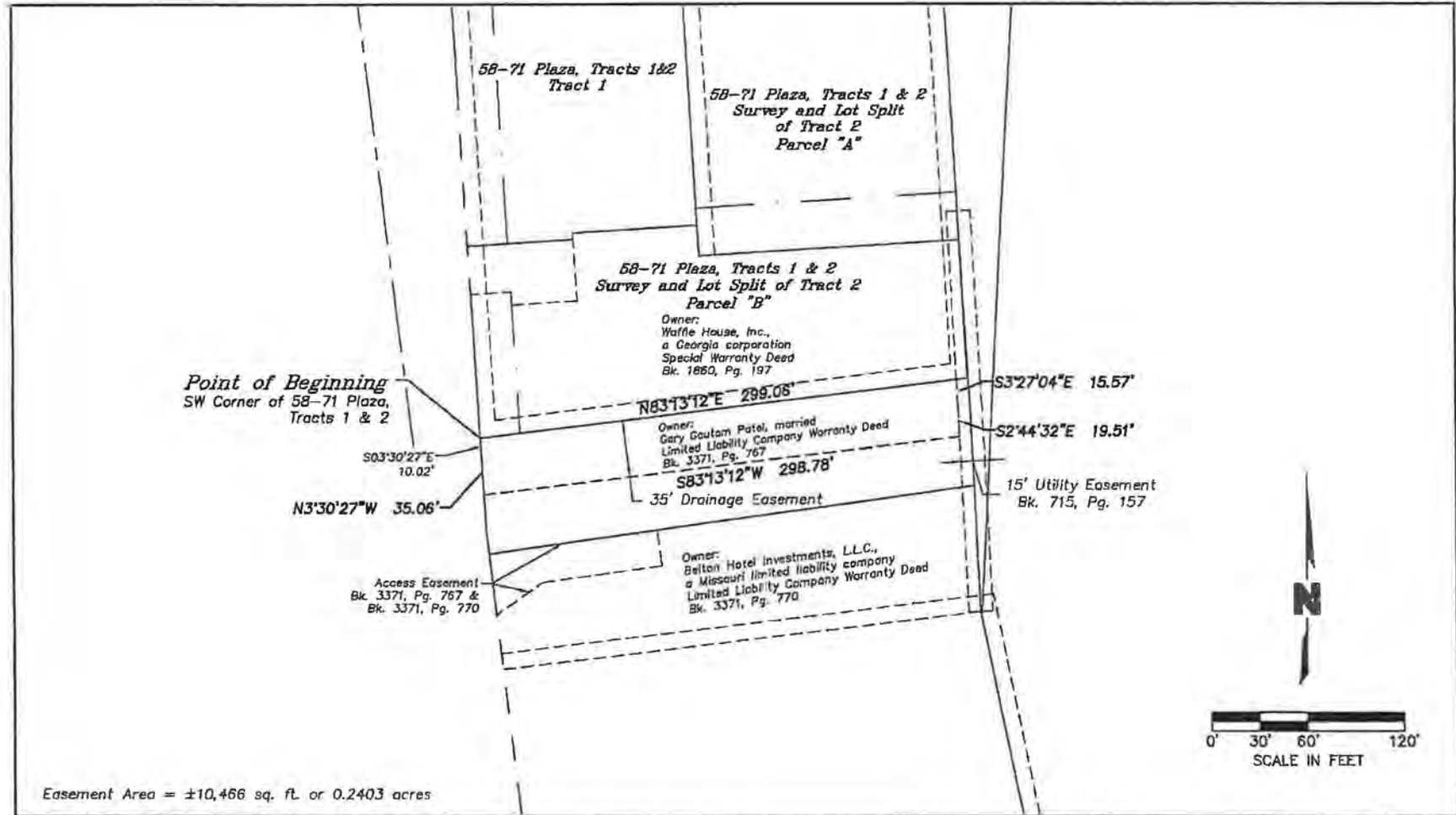
All that part of the Northeast Quarter of Section 18, Township 46 North, Range 32 West, in the City of Belton, Cass County, Missouri, being a portion of the tract of land described in Book 3371 at Page 767 of the Cass County Recorder of Deeds Office, and being more particularly described as follows:

BEGINNING at the Southwest corner of Tract 2, 58-71 Plaza, Tracts 1 & 2, a subdivision in the City of Belton, Cass County, Missouri, said point also being the Southwest corner of Parcel "B", as shown on a survey and lot split of said Tract 2, as recorded in Book 8 at Page 74 of the Cass County Recorder of Deeds Office, said point also being on the East Right-of-Way line of Missouri Highway No. 49 (formerly known as Missouri Highway No. 71); thence North  $83^{\circ}13'12''$  East, along the South line of said 58-71 Plaza, Tracts 1 & 2, a distance of 299.06 feet to a point on the West line of an existing 15 foot utility easement, as described in Book 715 at Page 157 of the Cass County Recorder of Deeds Office; thence South  $03^{\circ}27'04''$  East, along the West line of said utility easement, a distance of 15.57 feet; thence South  $02^{\circ}44'32''$  East, continuing along the West line of said utility easement, a distance of 19.51 feet; thence South  $83^{\circ}13'12''$  West, departing the West line of said utility easement, a distance of 298.78 feet, to a point on the East Right-of-Way line of said Missouri Highway No. 49; thence North  $03^{\circ}30'27''$  West, along the East Right-of-Way line of said Missouri Highway No. 49 a distance of 35.06 feet to the POINT OF BEGINNING, containing 10,466 square feet or 0.2403 acres, more or less.



**EXHIBIT D  
DEPICTION OF EASEMENT AREA**





Easement Area = ±10,466 sq. ft. or 0.2403 acres



PROJECT NO:	011-2038
DRAWN BY:	TLF
DATE:	04/30/14

Proposed Drainage Easement  
 Over part of the NE 1/4, Sec. 18, T46N, R32W  
 in the City of Belton, Cass County, Missouri

**MOLSSON**  
 ASSOCIATES

2115 Wood Street  
 Suite 200  
 Two Rivers Park, KS 66214-4700  
 Tel: 863.281.1170  
 Fax: 863.281.1176

EXHIBIT	2
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**EXHIBIT E**  
**EASEMENT AND ASSIGNMENT AGREEMENT**

---

***Title of Document:*** Easement and Assignment Agreement

***Date of Document:*** December 5, 2014

***Grantors:*** Gary Gautam Patel  
BelRay Place LLC

***Grantee:*** City of Belton, Missouri  
Public Works Department  
Engineering Division  
520 Main Street  
Belton, Missouri 64012

***Legal Description:*** See Exhibit C

***Reference Book and Page(s):*** [ADD RECORDING INFO.]

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## EASEMENT AND ASSIGNMENT AGREEMENT

THIS EASEMENT AND ASSIGNMENT AGREEMENT ("Agreement") is executed as of this 5th day of December, 2014 ("Effective Date"), by and among Gary Gautam Patel ("Grantor"), BelRay Place LLC, a Missouri limited liability company ("BelRay"), and City of Belton, Missouri, a charter city and political subdivision of the State of Missouri ("City"), whose mailing address is Public Works Department, Engineering Division, 520 Main Street, Belton, Missouri 64012.

### RECITALS

- A. Grantor is the fee owner of the property legally described in the attached Exhibit A ("Grantor's Property");
- B. BelRay is the fee owner of the property commonly known as 17126 and 17132 Bel-Ray Place, Belton, Missouri and legally described in the attached Exhibit B ("BelRay Property");
- C. To address frequent flooding problems on the BelRay Property, the parties entered into the Easement and Construction Agreement dated December 5, 2014 and recorded on \_\_\_\_\_, \_\_\_ as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, at Page \_\_\_\_\_ ("Easement and Construction Agreement");
- D. Grantor and City acknowledge that BelRay has completed the Drainage Improvements in accordance with the Easement and Construction Agreement;
- E. As contemplated in the Easement and Construction Agreement, the parties desire to enter into this Agreement pertaining to the future operation and maintenance of the Easement Area and Drainage Improvements; and
- F. Remediation of the flooding problem on the BelRay Property is for a public purpose in that it will promote the health, safety and welfare of the citizens of Belton.

### AGREEMENT

**NOW THEREFORE**, in consideration of the foregoing recitals (which by this reference are hereby incorporated into this Agreement), the mutual covenants and agreements hereinafter set forth, and Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto grant, covenant and agree as follows:

1. City Easement. Grantor does hereby grant, dedicate, remise, release and forever quitclaim unto City, and City's successors and assigns, a permanent, non-exclusive storm drainage and detention easement for the location, construction, reconstruction, maintenance, and repair of the Drainage Improvements over, under and through the Easement Area as legally described on the attached Exhibit C and depicted on the attached Exhibit D (the "City Easement"). City shall pay the cost to record this Agreement.
2. Assignment of Ownership of Drainage Improvements. BelRay hereby assigns and transfers and by these presents does dedicate, remise, release and forever quitclaim unto City, and City's successors and assigns, all of BelRay's right, title and interest in the Drainage Improvements and the Plans and Specifications. A copy of the approved Plans and Specifications are attached hereto as Exhibit E. Nothing in this Section is intended to limit or diminish BelRay's maintenance obligation of the Easement Area as stated in Section 3 below.

3. Maintenance of Easement Area and Drainage Improvements. As stated in the Easement and Construction Agreement, the parties affirm and agree that at all times the BelRay Easement is in effect, BelRay, at BelRay's cost, shall maintain the Easement Area in a safe and clean appearance in accordance with City's code of ordinances, which shall include, without limitation, regularly mowing the Easement Area and removing all paper, debris, filth, refuse, and if necessary for the proper operation of the Easement Area, snow and ice removal, and that at all times the City Easement is in effect, the Drainage Improvements are and shall be part of City's storm water management system and City, at City's cost, shall maintain the Drainage Improvements. The parties further affirm and agree that City's maintenance obligation is expressly limited to the pipelines and related improvements installed within the Easement Area and is not intended to reduce or overlap with BelRay's maintenance obligation as stated in this Section. In the event BelRay fails in its duty and obligation to properly maintain the Easement Area consistent with City's code of ordinances, City, with advance notice to Grantor, shall have the right, but not the obligation, to enter upon the Easement Area to remedy the failure to maintain the Easement Area. If City exercises this right, BelRay shall be assessed and agrees to pay all expenses of such exercise.

4. Title; Existing Easement. Grantor states that Grantor is lawfully seized of indefeasible title in fee to the Grantors' Property through which the City Easement is granted, and that Grantor has good and lawful right to convey the City Easement to City. In furtherance of the foregoing, and not in contradiction, the parties acknowledge that the City Easement is intended to supplement the Existing Easement so that the City Easement together with the Existing Easement accomplishes the purposes stated in the Easement and Construction Agreement and herein.

5. City Access to Easement Area. City, its agents, employees or contractors shall have the right to enter and go upon the Easement Area, for the purpose of locating, constructing, maintaining, and repairing the Drainage Improvements, and shall upon completion of such construction, maintenance or repair, cause the land of Grantor to be restored to substantially the same condition that existed prior to City's entry upon it.

6. Grantor Access to Easement Area. Grantor agrees for Grantor and Grantor's heirs, successors or assigns, that the Easement Area shall be kept free from buildings or any other structures or obstructions that would interfere with the flow of storm water or City in locating, laying, constructing, operating, maintaining or repairing the Drainage Improvements. Grantor also agrees for Grantor and Grantor's heirs, successors, or assigns, that no material change in grading over the Easement Area will be made without the prior written approval of the Director of Public Works. This Agreement shall not be construed to prohibit the Grantor from developing any adjoining property.

7. City Council. The City Council of City has approved the transactions contemplated by this Agreement and authorized and directed City to execute and deliver this Agreement and to perform City's obligations hereunder according to the terms and conditions of this Agreement by adoption of Ordinance No. 2015-\_\_\_\_\_ dated \_\_\_\_\_.

8. City Easement Runs With the Land. The City Easement granted herein shall be appurtenant to and run with the title to the Grantor's Property. The obligations and reservations of rights herein contained shall inure to the benefit of and shall be binding upon the parties hereto, their successors and assigns.

9. Amendment. This Agreement shall not be modified except in writing by the parties, their successors and assigns. If a term, provision, covenant, agreement or condition of this Agreement is held by a court of competent jurisdiction to be void, invalid, or unenforceable, the same shall not affect any

other portion of this Agreement and the remainder shall be effective as though such term, provision, covenant, agreement, or condition had not been contained herein.

10. No Waiver. Any party's failure to insist upon strict compliance with any provision hereof or its failure to enforce any rights or remedies in any instance shall not constitute or be deemed a waiver of any such provision, right or remedy in the absence of a signed writing by such party agreeing to such waiver.

11. Counterparts. This Agreement may be executed in counterparts, each of which counterpart shall be construed as an original.

12. Defined Terms. Except as otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Easement and Construction Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

**PATEL**

**Gary Gautam Patel**



STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF CASS        )

On this 5th day of December, 2014 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Gary Gautam Patel who is personally known to me to be the same person who executed the within instrument as his free act and deed.

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

  
NOTARY PUBLIC

My Commission Expires:

September 1, 2017

[SEAL]



**BELRAY**

**BelRay Place LLC,  
a Missouri limited liability company**

By: Tom Rorabaugh  
Name: Tom Rorabaugh  
Title: Managing Member

STATE OF MISSOURI     )  
                                  ) ss.  
COUNTY OF CASS        )

On this 8th day of December, 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Tom Rorabaugh, the Managing Member of BelRay Place 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 limited liability company, and such persons duly acknowledged the execution of the same to be the act and deed of said liability company.

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

[Signature]  
NOTARY PUBLIC

My Commission Expires:  
Sept. 1, 2017

[SEAL]





**GRANTEE**

**City of Belton, Missouri**

ATTEST

\_\_\_\_\_  
Patricia A. Ledford, City Clerk

By: \_\_\_\_\_  
Mayor Jeff Davis

STATE OF MISSOURI        )  
                                      ) ss.  
COUNTY OF CASS         )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jeff Davis, Mayor of the City of Belton, Missouri, a municipality and existing under and by virtue of the laws of the State of Missouri, and Patricia A. Ledford, City Clerk of the City of Belton, Missouri, who are personally known to me to be the same persons who executed, as such officials, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
[SEAL]

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE GRANTOR'S PROPERTY**

Parcel Number: 04-04-18-000-000-025.000

Computer ID: 2398800

Deed Holder: BELTON HOTEL INVESTMENTS LLC

Property Address: S OUTER RD  
BELTON, MO 640120000

Mailing Address: 222 PECULIAR DR  
BELTON, MO 64012-0000 USA

Class: COMMERCIAL

Map Area: COM BELTON

Plat Map: 3371/770

Subdivision: BEL RAY SOUTH

Sec-Twp-Rng: 18-46-32

Lot-Block: -

Legal Description: BEL RAY SOUTH #19 TRACT 1 & PT # 20 TR 2



1 / 1



Current Value Information					
FULL MARKET	Agricultural	Residential	Commercial\Other	Exempt	Total
Land	\$0	\$0	\$99,470	\$0	\$99,470
Building	\$0	\$0	\$1,209,500	\$0	\$1,209,500
<b>Total</b>	\$0	\$0	\$1,308,970	\$0	\$1,308,970
ASSESSED	Agricultural	Residential	Commercial\Other	Exempt	Total
Land	\$0	\$0	\$31,830	\$0	\$31,830
Building	\$0	\$0	\$387,040	\$0	\$387,040
<b>Total</b>	\$0	\$0	\$418,870	\$0	\$418,870

Prior Year Value Information					
2014	Agricultural	Residential	Commercial\Other	Exempt	Total
Land	\$0	\$0	\$99,470	\$0	\$99,470
Building	\$0	\$0	\$1,209,500	\$0	\$1,209,500
<b>Total</b>	\$0	\$0	\$1,308,970	\$0	\$1,308,970
2013	Agricultural	Residential	Commercial\Other	Exempt	Total
Land	\$0	\$0	\$99,470	\$0	\$99,470
Building	\$0	\$0	\$1,209,500	\$0	\$1,209,500
<b>Total</b>	\$0	\$0	\$1,308,970	\$0	\$1,308,970

More Years...

Land Information		
Lot Type	Square Feet	Acres
Sq. Ft x Rate	63,162	1.450

Commercial Building Information		
Occupancy	Year Built	Building Area
Hotel / Motel	2000	12,736

Yard Extra Information		
Description	Item Count	Year Built
Paving	1	2000



FILE NUMBER 460012  
OR BK 3371 PG 770  
RECORDED 08/12/2010 09:20:42 AM  
RECORDING FEE 30.00  
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS  
CASS COUNTY, MISSOURI

---

## LIMITED LIABILITY COMPANY WARRANTY DEED

(Limited Liability Company Conveying to a Corp/LLC/Partnership)

File Number: 201067113  
Coffelt Land Title, Inc.

THIS INDENTURE, made on 8/11/2010, by and between T.L.B.R. Group, L.L.C., a limited liability company duly organized under the laws of the State of Missouri of the County of Cass, State of Missouri, Grantor, and Belton Hotel Investments, L.L.C., a Missouri ~~llc~~, Grantee. Grantee's mailing address is: 222 Peculiar Dr. Belton  
MO 64012

WITNESSETH, THAT THE SAID GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by the said GRANTEE (the receipt of which is hereby acknowledged) does by these presents GRANT, BARGAIN and SELL, CONVEY and CONFIRM unto the said GRANTEE, its successors and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Cass and State of Missouri, to-wit:


### SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Grantee and unto its successors and assigns forever; the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by it or those under whom it claims; and that it will warrant and defend the title to said premises unto the said Grantee and unto his/her heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set his/her/their hand(s) and seal(s) the day and year last above written.

T.L.B.R. Group, L.L.C.

By:

  
Jerry Rellihaan, Member

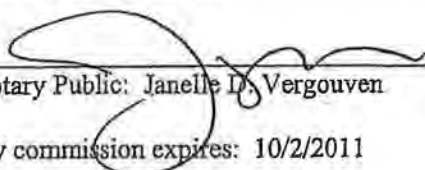


  
Kerrie Rellihaan, Member

STATE OF Missouri  
COUNTY OF Cass

On this 8/11/2010, before me, Janelle D. Vergouven, a Notary Public in and for said state, personally appeared Jerry Rellihaan, Member and Kerrie Rellihaan, Member known to me to be the person(s) who executed the within Limited Liability Company Warranty Deed in behalf of said limited liability company and acknowledged to me that he/she/they executed the same as the free act and deed of said Limited Liability Company.

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

  
Notary Public: Janelle D. Vergouven

My commission expires: 10/2/2011



EXHIBIT A

**TRACT "A"**

ALL THAT PART OF THE NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 18, TOWNSHIP 46, RANGE 32 IN BELTON, CASS COUNTY, MISSOURI DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 18; THENCE NORTH 86°50'30" WEST, ALONG THE NORTH LINE OF SAID QUARTER QUARTER (1/4 1/4) SECTION, A DISTANCE OF 962.81 FEET; THENCE SOUTH 03°09'30" WEST A DISTANCE OF 58.23 FEET TO A POINT ON THE SOUTH LINE OF MISSOURI HIGHWAY NO. 58; THENCE SOUTH 03 DEGREES 23 MINUTES 57 SECONDS EAST, ALONG THE EAST LINE OF 58-71 PLAZA-TRACTS 1 & 2, A SUBDIVISION IN BELTON, CASS COUNTY, MISSOURI, A DISTANCE OF 332.15 FEET; THENCE SOUTH 02°41'25" EAST, A DISTANCE OF 50.13 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 02°41'25" EAST, A DISTANCE OF 77.81 FEET; THENCE SOUTH 11°26'19" EAST, A DISTANCE OF 155.38 FEET TO THE NORTHEAST CORNER OF LOT 1 CROSSROAD CENTER, A SUBDIVISION IN BELTON, CASS COUNTY, MISSOURI; THENCE NORTH 88°44'03" WEST, ALONG THE NORTH LINE OF SAID LOT 1, CROSSROAD CENTER, A DISTANCE OF 315.87 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 71 AS NOW ESTABLISHED, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 1, CROSSROAD CENTER; THENCE NORTH 06°42'25" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 183.01 FEET; THENCE NORTH 82°14'06" EAST, A DISTANCE OF 305.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 63,229 SQUARE FEET OR 1.45 ACRES, MORE OR LESS.

SUBJECT TO AN ACCESS EASMENT IN THE NORTHWEST PORTION OF THE ABOVE DESCRIBED TRACT, SAID TRACT HEREAFTER KNOWN AS TRACT "A", FOR INGRESS/EGRESS OF THE TRACT LYING ADJACENT TO THE NORTH LINE OF SAID TRACT "A", MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT "A"; THENCE NORTH 82°14'06" EAST, ALONG THE NORTH LINE OF SAID TRACT "A", A DISTANCE OF 105.43 FEET; THENCE SOUTH 07°45'54" EAST, A DISTANCE OF 22.00 FEET; THENCE SOUTH 82°14'06" WEST, 22.00 FEET SOUTH OF AND PARALLEL TO SAID NORTH LINE, A DISTANCE OF 75.00 FEET; THENCE SOUTH 55°02'39" WEST, A DISTANCE OF 35.00 FEET TO A POINT ON THE WEST LINE OF SAID TRACT "A"; THENCE NORTH 06°42'25" WEST, ALONG SAID WEST LINE, A DISTANCE OF 38.00 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**  
**LEGAL DESCRIPTION OF THE BELRAY PROPERTY**



Parcel Number: 04-04-18-000-000-020.000  
 Computer ID: 2396800  
 Deed Holder: BELRAY PLACE LLC  
 Property Address: 17126 BEL RAY & 17132 PL  
 BELTON, MO 640120000 [MAP THIS ADDRESS](#)  
 Mailing Address: PO BOX 23248  
 OVERLAND PARK, KS 66283-0000 USA



Class: COMMERCIAL  
 Map Area: COM BELTON  
 Plat Map: 3324/653  
 Subdivision: BEL RAY SOUTH  
 Sec-Twp-Rng: 18-46-32  
 Lot-Block: -



Legal Description:  
 BEL RAY SOUTH BG660'W&500S NE CR NW NE ; SW255 NW210  
 E232 SE110

FULL MARKET	Agricultural	Residential	Commercial\Other	Exempt	Total
Land	\$0	\$0	\$74,100	\$0	\$74,100
Building	\$0	\$0	\$221,110	\$0	\$221,110
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$295,210</b>	<b>\$0</b>	<b>\$295,210</b>
ASSESSED	Agricultural	Residential	Commercial\Other	Exempt	Total
Land	\$0	\$0	\$23,710	\$0	\$23,710
Building	\$0	\$0	\$70,760	\$0	\$70,760
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$94,470</b>	<b>\$0</b>	<b>\$94,470</b>

2014	Agricultural	Residential	Commercial\Other	Exempt	Total
Land	\$0	\$0	\$74,100	\$0	\$74,100
Building	\$0	\$0	\$221,110	\$0	\$221,110
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$295,210</b>	<b>\$0</b>	<b>\$295,210</b>
2013	Agricultural	Residential	Commercial\Other	Exempt	Total
Land	\$0	\$0	\$74,100	\$0	\$74,100
Building	\$0	\$0	\$221,110	\$0	\$221,110
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$295,210</b>	<b>\$0</b>	<b>\$295,210</b>

More Years...

Lot Type	Square Feet	Acres
Sq. Ft x Rate	41,165	0.945

Occupancy	Year Built	Building Area
Office - General	1988	5,000
Shop	1989	2,000



**Description**  
Paving

**Item Count**  
1

**Year Built**  
1988

**Sale Date**  
03/04/2010

**Recording**



FILE NUMBER 450583  
OR BK 03324 PG 0653  
RECORDED 03/04/2010 03:20:23 PM  
RECORDING FEE 39.00  
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS  
CASS COUNTY, MISSOURI

(Space above reserved for Recorder of Deeds certification)

**Title of Document: LIMITED LIABILITY COMPANY WARRANTY DEED**

**Date of Document: October 5, 2007**

**Grantor(s): MAIER INVESTMENTS, L.L.C., a Limited Liability Company**

**Grantee(s): BELRAY PLACE, LLC, a Missouri Limited Liability Company**

**Grantee(s) mailing address: 17134 BelRay Place, Belton, MO 64012**

**Legal Description: SEE ATTACHED "EXHIBIT B"**

**NOTE: THIS LIMITED LIABILITY COMPANY WARRANTY DEED IS BEING RE-RECORDED TO ADD THE LEGAL DESCRIPTION DESCRIBED IN AND SHOWN AS "EXHIBIT B".**

Hight & Associates, Land Titles, Inc.  
Harrisonville, MO

H 33764 A 2441

**Reference Book 3048 and Page 0624**

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within document)

FILE NUMBER 397573  
OR BK 03048 PG 0624  
RECORDED 10/09/2007 03:13:56 PM  
RECORDING FEE 30.00  
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS  
CASS COUNTY, MISSOURI



### LIMITED LIABILITY COMPANY WARRANTY DEED

#### KNOW ALL MEN BY THESE PRESENTS:

That on this 5th day of October, 2007, MAIER INVESTMENTS, L.L.C. , a Limited Liability Company of the County of CASS in the State of MISSOURI organized and existing under the laws of the State of MISSOURI party of the first part/Grantor(s), in consideration of TEN AND 00/100 DOLLARS (\$10.00) to it paid by BELRAY PLACE, LLC of the County of CASS and State of MISSOURI party of the second part/Grantee(s), whose mailing address is: 17134 BelRay Place, Belton, MO 64012, the receipt whereof is hereby acknowledged and, does by these presents, Grant, Bargain, Sell, Convey and Confirm unto the said party of the second part, his heirs and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Cass and State of Missouri to-wit:

"See Exhibit A"

Subject to easements, restrictions, reservations and covenants, now of record, if any.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said party of the second part, and unto his heirs and assigns, forever. The said party of the first party hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any incumbrance done or suffered by it or those whom it claims; and that it will warrant and defend the title to the said premises unto the said party of the second part and unto his heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

Hight & Associates Land Titles, Inc.  
Raymore, MO

H 33764

IN WITNESS WHEREOF, MAIER INVESTMENTS, L.L.C. the said party of the first part has caused these presents to be executed by its members, this 5th day of October, 2007.

MAIER INVESTMENTS, L.L.C.  
BY: *Roger S. Maier, MGR*  
ROGER S. MAIER, MANAGER

STATE OF Missouri  
COUNTY OF Cass

On this 5th day of October, 2007, before me personally appeared ROGER S. MAIER to me personally known, who being duly sworn, did say that he is the Manager of MAIER INVESTMENTS, L.L.C. in the foregoing deed, and that ROGER S. MAIER signed in behalf of said L.L.C. by authority of its members and the said ROGER S. MAIER acknowledged said instrument to be the free act and deed of said L.L.C.

In Testimony Whereof, I have hereunto set my hand and affixed by official seal, at my office in Raymore, Missouri, the day and year first above written.

My term of office as a Notary Public will expire on the 6-18-09

*Jeanne L. Trujillo* Notary Public

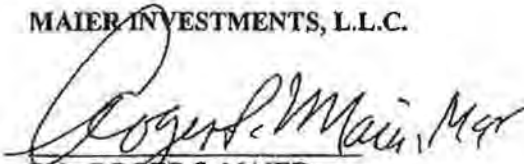
JEANNE L. TRUJILLO  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Cass County  
Comm. # 05443727  
My Commission Expires June 18, 2009

JEANNE L. TRUJILLO  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Cass County  
Comm. # 05443727  
My Commission Expires June 18, 2009



IN WITNESS WHEREOF, The GRANTOR has hereunto executed this instrument on the day and year above written.

MAIER INVESTMENTS, L.L.C.



BY : ROGER S. MAIER,  
MANAGER

STATE OF MISSOURI                    )  
  ) ss:  
COUNTY OF CASS                    )

On this 2<sup>ND</sup> day of **March, 2010**, before me, appeared Roger S. Maier , to me personally known, who being by me duly sworn, did say that he is the Manager of **MAIER INVESTMENTS, L.L.C.**, a Missouri Limited Liability Company, and that said instrument was signed on behalf of said Limited Liability Company, and said Roger S. Maier, acknowledged said instrument to be the free act and deed of said Limited Liability Company.

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

  
Notary Public

My Term Expires: 8/19/2011

JINETTE L. KARL  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires Aug. 19, 2011  
My Commission No. 07386539

"EXHIBIT B"

A tract of land located in the Northwest Quarter of the Northeast Quarter of Section 18, Township 46, Range 32, Belton, Cass County, Missouri, described as follows:  
Commencing at the Northeast corner of said Quarter Quarter Section; thence North 90 degrees 00 minutes West along the North line of said Northeast Quarter, 608.6 feet; thence South 0 degrees 27 minutes 45 seconds West, 626.83 feet for a True Point of Beginning; thence North 90 degrees 00 minutes West, 269.19 feet; thence North 14 degrees 35 minutes 49 seconds West, 115.03 feet; thence North 6 degrees 11 minutes 30 seconds West, 127.93 feet; thence North 90 degrees 00 minutes East, 233.24 feet to a point on the West line of Bel-Ray Place as now established; thence South 19 degrees 18 minutes 00 seconds East along said West line, 164.03 feet to the P.C. of a curve to the right; thence along said curve to the right, having a radius of 842.17 feet, and arc distance of 87.26 feet to the Point of Beginning.

Subject to easements, restrictions, reservations, and covenants of record, if any.

6

**EXHIBIT C**  
**LEGAL DESCRIPTION OF EASEMENT AREA**



File No.: 011-2036  
Drainage Easement  
April 30, 2014

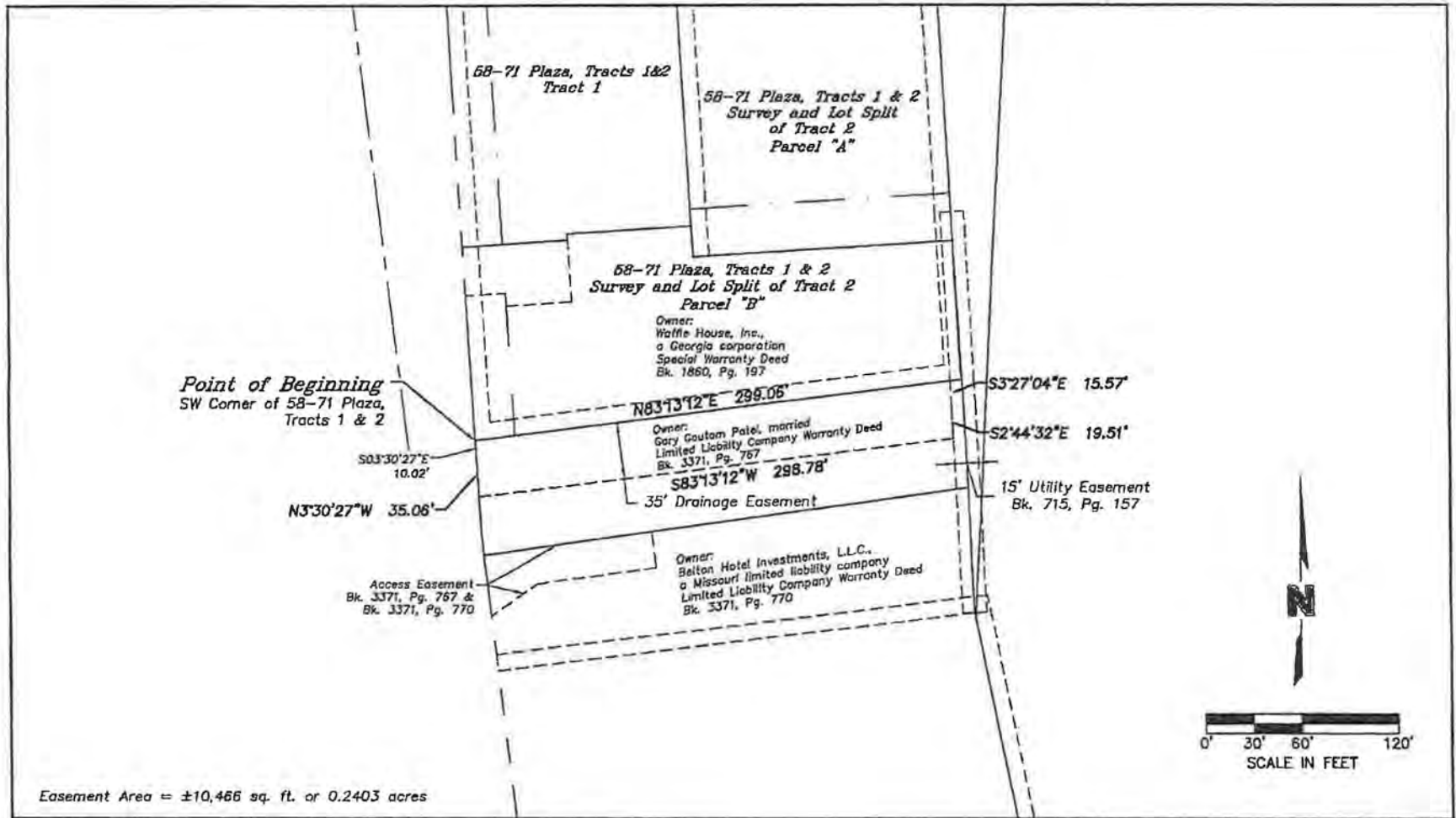
Drainage Easement Description:

All that part of the Northeast Quarter of Section 18, Township 46 North, Range 32 West, in the City of Belton, Cass County, Missouri, being a portion of the tract of land described in Book 3371 at Page 767 of the Cass County Recorder of Deeds Office, and being more particularly described as follows:

BEGINNING at the Southwest corner of Tract 2, 58-71 Plaza, Tracts 1 & 2, a subdivision in the City of Belton, Cass County, Missouri, said point also being the Southwest corner of Parcel "B", as shown on a survey and lot split of said Tract 2, as recorded in Book 8 at Page 74 of the Cass County Recorder of Deeds Office, said point also being on the East Right-of-Way line of Missouri Highway No. 49 (formerly known as Missouri Highway No. 71); thence North  $83^{\circ}13'12''$  East, along the South line of said 58-71 Plaza, Tracts 1 & 2, a distance of 299.06 feet to a point on the West line of an existing 15 foot utility easement, as described in Book 715 at Page 157 of the Cass County Recorder of Deeds Office; thence South  $03^{\circ}27'04''$  East, along the West line of said utility easement, a distance of 15.57 feet; thence South  $02^{\circ}44'32''$  East, continuing along the West line of said utility easement, a distance of 19.51 feet; thence South  $83^{\circ}13'12''$  West, departing the West line of said utility easement, a distance of 298.78 feet, to a point on the East Right-of-Way line of said Missouri Highway No. 49; thence North  $03^{\circ}30'27''$  West, along the East Right-of-Way line of said Missouri Highway No. 49 a distance of 35.06 feet to the POINT OF BEGINNING, containing 10,466 square feet or 0.2403 acres, more or less.



**EXHIBIT D**  
**DEPICTION OF EASEMENT AREA**



91

PROJECT NO: 011-2038  
DRAWN BY: TLF  
DATE: 04/30/14

Proposed Drainage Easement  
Over part of the NE 1/4, Sec. 18, T48N, R32W  
In the City of Belton, Cass County, Missouri

**MOLSSON**  
ASSOCIATES

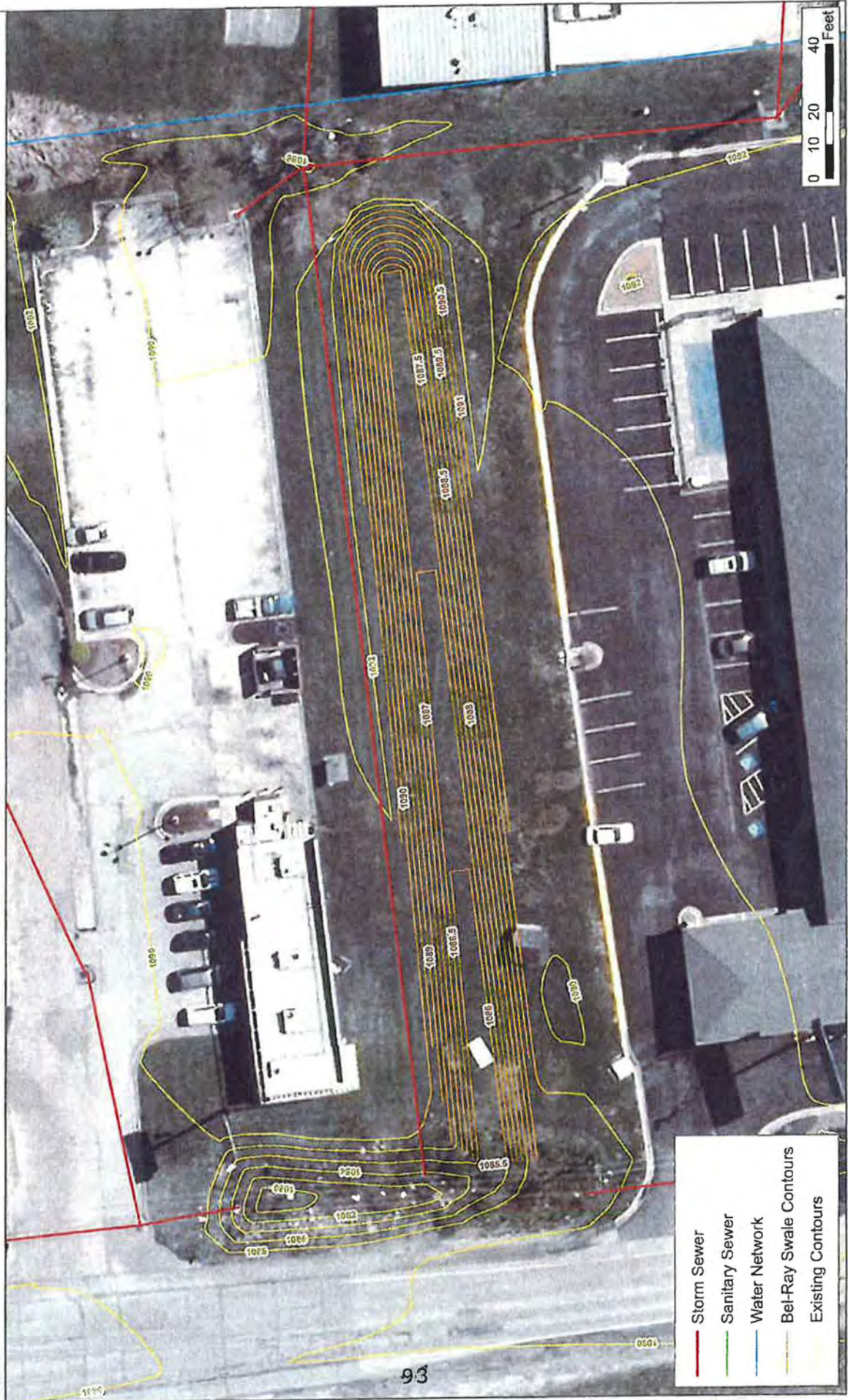
7101 West 132nd Street  
Suite 260  
Overland Park, KS 66213-4750  
TEL: 913.341.1170  
FAX: 913.341.1174

EXHIBIT  
2

**EXHIBIT E**  
**PLANS AND SPECIFICATIONS**



# Bel-Ray Swale



- Storm Sewer
- Sanitary Sewer
- Water Network
- Bel-Ray Swale Contours
- Existing Contours





# **SECTION VI**

## **E**





**BILL NO. 2015-03**

**ORDINANCE NO. 2015**

AN ORDINANCE ACCEPTING AN AGREEMENT WITH THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION TO RELINQUISH FIBER OPTIC INTERCONNECT CABLE IN MODOT RIGHT OF WAY AT 163<sup>RD</sup> STREET AND I-49 TO THE CITY OF BELTON.

---

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

Section 1. That a fiber optic interconnect agreement with the Missouri Highways and Transportation Commission is hereby approved and the Mayor is authorized and directed to execute the Agreement on behalf of the City. A copy of the Agreement shall be attached and considered a part of this ordinance.

Section 2. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

Duly read two (2) times and passed this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

\_\_\_\_\_  
Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, and thereafter adopted as Ordinance No. \_\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, after the second reading thereof by the following vote, to-wit:

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

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Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri



## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** January 13, 2015

**DIVISION:** Transportation

**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:**

Staff requests City Council approval of an ordinance accepting a “fiber optic interconnect agreement” with the Missouri Highways and Transportation Commission to relinquish existing fiber optic cable in the MoDOT right-of-way at I-49 and 163rd to the City of Belton.

**PROPOSED CITY COUNCIL MOTION:**

Approval of the ordinance

**BACKGROUND:**

The original agreement (J4P1707) with MoDOT for the construction of the I-49 interchange did not clearly identify ownership of the fiber optic cable that was installed to interconnect the City of Belton traffic signals through Operation Green Light. Since the Markey signal is now upgraded and 2 other signals along Markey will soon be functional, the need to interconnect the signals along 163<sup>rd</sup> Street with the existing fiber is important looking towards the future. Staff has worked with MoDOT over the past couple of months to clearly define the maintenance and ownership of this line. This agreement is a result of that work.

**IMPACT/ANALYSIS:**

N/A

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

Staff recommends approval of the ordinance at the first reading on January 13, 2015 and the second reading on January 27, 2015 accepting the agreement with the Missouri Highways and Transportation Commission.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Ordinance – MoDOT Fiber Optic Agreement  
Agreement

CCO Form: TR40  
Approved: 11/05 (BDG)  
Revised; 11/12 (ASB)  
Modified: 12/14 (ASB)

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
ROUTE Y/163<sup>rd</sup> STREET FIBER OPTIC INTERCONNECT AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission, whose address is P. O. Box 270, 105 W. Capitol, Jefferson City, Missouri 63102 (hereinafter, "Commission") and the City of Belton, Missouri, (hereinafter, "City"), whose address is 506 Main St, Belton, MO 64012.

WITNESSETH:

WHEREAS, The Commission and the City completed cost share project J4P1707 that constructed the interchange at Interstate 49(US71) and Route Y/163<sup>rd</sup> street;

WHEREAS, a fiber optic interconnect system (Fiber) was installed within the project limits of J4P1707 within Commission right-of-way;

WHEREAS, the Fiber was terminated within the Commission's traffic signal cabinet located in the NW quadrant of the intersection of SB Interstate 49(US71) and Route Y/163<sup>rd</sup> Street;

WHEREAS, the intent of the installation of the Fiber was to interconnect Commission and City signals along the Route Y/163<sup>rd</sup> Street corridor for future signal coordination between MO58 and Cornerstone (See Exhibit A);

WHEREAS, the Route Y/163<sup>rd</sup> Street corridor is owned by the City outside of the limits of the interchange at Interstate 49(US71);

WHEREAS, the Municipal Agreement executed for J4P1707 in Section (12) Traffic Control Devices stated that "The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement within the Commission right-of-way, including those between the highway and the intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission."

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to transfer ownership of the Fiber installed with J4P1707 to the City and to establish access

to the Commission's traffic signal cabinet at MO58 and Route Y so the City can complete the Fiber system for the corridor.

(2) DESCRIPTION OF TRANSFERRED FIBER: The Fiber is identified as the fiber optic cable, conduit, pull boxes, termination switch and other appurtenances located within Commission right-of-way at the interchange of Interstate 49 and Route Y/163<sup>rd</sup> Street in Belton, Missouri that was installed solely for the purpose of the fiber optic interconnect system. The following pull boxes will remain the property of and be maintained by the Commission: 10, 11,12,14,16 and 1 as shown in Exhibit B.

(3) CONDITION OF FIBER: The City acknowledges although the Fiber is currently working properly, the condition of the Fiber is uncertain and may have defects. The Commission makes no warranties as to the condition of the Fiber, its fitness for any use whatsoever or the safety or working condition of anything known or unknown regarding the Fiber and specifically disclaims any and all such warranties. The City agrees to accept the Fiber as-is, without any type of warranty whatsoever, and be responsible for all future maintenance or repair of the Fiber.

(4) SIGNAL COORDINATION: The City shall be responsible for all signal timing and controller inputs for the signalized intersections along Route Y/163<sup>rd</sup> Street between MO 58 and Cornerstone. Before making any changes to the signal timing for the Interstate 49 ramp intersections, the City shall obtain prior concurrence from the Commission's Kansas City Traffic Engineering Department.

(5) DATE OF TRANSFER OF FIBER: The transfer of ownership of the Fiber shall be effective upon Commission execution of this agreement.

(6) INSTALLATION AT MO 58: The City desires to terminate a fiber optic cable within the Commission's traffic signal cabinet at MO58 and Route Y. The installation of the fiber optic cable shall be performed by a qualified electrical contractor approved by the Commission. All costs for materials (including cables and connectors), installation and modification to the existing traffic signal cabinet shall be borne by the City. The City shall be allowed to access the traffic signal cabinet by cutting a hole no larger than 2-inches in diameter in the side of the traffic signal cabinet. The access hole shall be as low on the cabinet as possible and out of the way of any other components inside the traffic signal cabinet. The City shall use an appropriate sized conduit for the size hole that was cut in the side of the cabinet such that the conduit fits snug in the hole. The conduit shall be rigid, water-tight conduit, shall be installed as close to the cabinet as possible and enter the cabinet at a 90-degree angle utilizing a small NEMA 4 rated junction box. A Commission approved sealant shall be used to seal where the conduit enters the traffic signal cabinet and made as water proof as possible. The fiber optic cable shall be installed neatly, with minimal cable in the traffic

signal cabinet and clearly labeled as City of Belton property. Prior to installation, the City shall contact the Commission's Kansas City electrician shop to schedule an electrician to be present during all work and to allow access into the cabinet.

(7) SYSTEM MAINTENANCE: The City shall maintain all of the fiber optic interconnect system installed within Commission right-of-way along the Route Y/163<sup>rd</sup> corridor. If the City fails to maintain the system adequately, the Commission, in its sole discretion, has the right to disable the system or remove all equipment from its location on Commission's right of way after a minimum notice of 5 business days has been provided to the City. The City shall advise the Commission at least 5 business days prior to any scheduled maintenance and shall comply with any directives issued by the Commission's representative regarding traffic control and signal operation during the maintenance activity. Should the Commission's traffic signal cabinet at either MO58 or Interstate 49 have to be replaced for any reason, the Commission will not be required to reinstall the fiber optic cable system. The City shall be responsible for all costs required to reinstall the fiber optic cable system and follow the installation expectations as established in Section 6 of this agreement or per the plans for J4P1707 unless both the Commission and the City agree differently.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City is required or will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section

537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) PERMITS: Before beginning work, the City shall submit plans to the Commission's District Engineer for the Commission's review and approval. If the plans are acceptable, the Commission will issue a permit to allow for the installation of the pre-emption system. If the plans are not acceptable, the Commission will advise the City of any changes that may be needed to make the plan acceptable. The Commission has sole discretion in the approval of the plans. The City shall comply with any additional stipulations placed on the issuance of the permit by the Commission's District Engineer.

(10) BOND: The City shall secure sufficient bond, including performance and payment bonds, as determined by the Commission's District Engineer or his/her authorized representative, for the construction of the proposed improvement on Commission right-of-way.

(11) CONSTRUCTION OF IMPROVEMENTS: All construction of the proposed improvements shall be according to the latest editions of the Missouri Highway and Transportation Commission's *Standard Specifications for Highway Construction*, *Standard Plans for Highway Construction*, and the Missouri Department of Transportation's *Approved Products List for Traffic Signals and Highway Lighting*.

(12) UTILITY LOCATING RESPONSIBILITY: The City shall be responsible for the cable(s) to the traffic signal cabinet, the pullbox(es) and conduit(s) which only house cables related to the Fiber system and responding to any utility locate request information at the intersection(s) concerning the City's Fiber.

(13) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(14) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(15) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will

become effective upon the date specified in the notice of cancellation sent to the City.

(16) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(17) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(18) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(19) OWNERSHIP: The fiber optic cable system and all its components shall be the property of the City. The City may remove the system from any or all the designated intersections at the City's discretion.

(20) NOT A JOINT VENTURE OR COLLABORATION: Nothing contained in this Agreement shall be deemed to constitute the Commission and the City as partners in a partnership, collaboration, or joint venture for any purpose whatsoever.

(21) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(22) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(23) SEVERABILITY: If any clause or provision of this Agreement is found to be void or unenforceable by a court or agency of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

(24) NON-LIABILITY OF COMMISSION PERSONNEL: Neither the commissioners, nor any other officer, official, employee, assign, or agent of the Commission or Missouri Department of Transportation shall be *personally* responsible for any liability arising under or growing out of this Agreement.



(25) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement. It is agreed that more than one copy of this document may be executed and that the original filed with the Secretary to the Missouri Highways and Transportation Commission shall be deemed to be the controlling original.

(26) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(27) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(28) DURATION OF AGREEMENT: This Agreement shall be for a period of continuing duration or for the period of time the Commission owns the traffic signals identified in paragraph 2, above. The Commission shall not be obligated to maintain ownership or operation of the traffic signals solely for the benefit of the City.

(29) NO INTEREST: By constructing, operating, and maintaining the fiber optic cable system on Commission right of way, the City gains no property interest in the traffic signals on Commission right of way whatsoever. The Commission shall not be obligated to keep the traffic signals in place if the Commission, in its sole discretion, determines removal or modification of the traffic signals is in the best interests of the state highway system or the Commission.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the last day written below.

Executed by the City this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF BELTON, MISSOURI

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

By \_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

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

Approved as to Form:

Approved as to Form:

By \_\_\_\_\_  
Commission Counsel

By \_\_\_\_\_

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

Ordinance Number: \_\_\_\_\_

# **SECTION VII**

## **A**



**R2015-01**

A RESOLUTION TO COMMIT THE REMAINING BALANCE OF THE 2006 VOTER APPROVED STORMWATER BONDS OF APPROXIMATELY \$1,244,357 TO MAKE REPAIRS AND IMPROVEMENTS TO: MULLEN ROAD DRAINAGE SWALE; OIL CREEK-MULLEN ROAD CULVERT; SWMP PROJECT #1; AND SWMP PROJECT #5.

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

Section 1. That this resolution shall be in full force and effect from and after its passage and approval.

Duly passed and approved this \_\_\_ day of \_\_\_\_\_, 2015

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

ATTEST:

\_\_\_\_\_  
Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the \_\_\_ day of \_\_\_\_\_, 2015, and adopted at a regular meeting of the City Council held the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by the following vote, to-wit:

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

\_\_\_\_\_  
Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri



## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** January 13, 2015

**DIVISION:** Public Works

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

<input type="checkbox"/> Ordinance	<input checked="" 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:**

The voters approved general obligation bonds in 2006 to address frequent stormwater issues. To date, there is \$1,244,357.62 remaining that can be utilized on stormwater related items. As a result of recent City Council discussions, staff proposes the following:

- 1) Completion of the Westover project (approved 12/9/14, R2014-56) - \$30,000
- 2) Completion of the roadside drainage swale in front Belton Research Hospital (already started) - \$15,000
- 3) **Oil Creek Culvert replacement- approximately \$150,000 (this could be more but need to do additional evaluation)**
- 4) **Design and construction of the SWMP Project #1 Stormwater Project (Pacific Drive and Sunrise Drive) at a project total of \$275,000**
- 5) **Design and construction of SWMP Project #5 (Buena Vista) at a cost of \$692,000**

This list totals \$914,500 leaving a balance of approximately \$329,857. Staff will keep this balance uncommitted until the above list is complete as it may be needed for one or a few of these projects. If there is still a balance after completion of the above projects, staff will make recommendations to use the balance.

Staff has not determined best approach to most cost-effective delivery of the Oil Creek Culvert, Pacific Drive, and Buena Vista project package. Staff is considering soliciting proposals from competent contractors to design-build all three under one contract. They are all very similar in scope, and a one contractor – one partner approach would streamline project delivery.

**PROPOSED CITY COUNCIL MOTION:**

Approve the resolution to commit the remaining balance of the 2006 Voter Approved Stormwater Bonds of approximately \$1,244,357 to make repairs and improvements to: Mullen Road Drainage Swale; Oil Creek-Mullen Road Culvert; SWMP Project #1; and SWMP Project #5.

**BACKGROUND:**

It is common because of the lack of dedicated funding that cities utilize general obligation bonds to address stormwater needs and in 2006 the voters of Belton approved doing that. The City was also successful in securing grants to leverage and be more effective with the use of those bonds. There are funds remaining from the 2006 issue that can be utilized to address other issues.

**IMPACT/ANALYSIS:**

As described above

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

Recommendation as described

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Resolution

Stormwater Master Plan Priority One Projects Table

Project #1-WF-3 East Pacific Drive

Project #5-WF-2 Buena Vista Drive

**Stormwater Master Plan  
Priority One Projects**

Priority #	Project	100-yr Flood Impacts-Homes	Street Flooding	Erosion Threatens Infrastructure	System Conditions	Water Quality Benefits	Total Score	Project Costs	Priority Score
1	Pacific & Sunrise Drives	180	90				270.0	\$275,000	1
2	Westside Drive & Lacy Lane	900	90		10		1000.0	\$2,677,989	0.36
3	Hight Ave & Bryan Way	300	112.5	60			472.5	\$1,502,384	0.31
4	Sunset Ln & N Hillcrest Dr	540	90	30			660.0	\$2,243,225	0.29
5	Sunrise & Buena Vista Dr	120	45				165.0	\$692,000	0.25
6	Valentine Ave & 162nd St	360	75				435.0	\$1,945,563	0.22
7	Markey Detention*	24	7	2		20	53.0	\$1,117,749	0.03
<b>Total Project Costs - Priority 1 Group</b>								<b>\$10,453,910</b>	

\* This project is already funded through new development and the new regional detention program





### **Improvement Project WF-3 (E Pacific Drive)**

#### *Problem Description*

The problem consists of residential and street flooding caused by excessive amounts of water draining from the area north of 206 East Pacific Drive. The storm inlets and pipes on East Pacific Drive are undersized and unable to prevent the street from flooding. The residence at 112 East Hollywood Boulevard experiences flooding from flows that bypass the backyard inlet.

#### *Conceptual Improvement*

A berm should be constructed behind the houses on the north side of East Pacific Drive that will catch flows headed toward these houses and direct them to an area inlet behind 206 East Pacific Drive. The storm sewer system will still need to be upgraded to convey the flows from the low spot on East Pacific Drive. Inlets will be added to the east and west of the current inlets on East Pacific Drive to catch drainage before it ponds in the low spot, and the inlets at the sump will be replaced with more efficient inlets. The storm sewer pipes will be upgraded to 10 year capacity with the exception of the pipes which carry water south from the low spot on East Pacific Drive. There is not an adequate overflow route for storms in excess of the 10 year event. It is recommended that a 100 year pipe design be completed for the route downstream. Additional earthwork around the area inlet on private property at 112 East Hollywood Boulevard will be necessary to prevent future flooding.

# Improvement Project WF-3

Project Drainage Basin Map



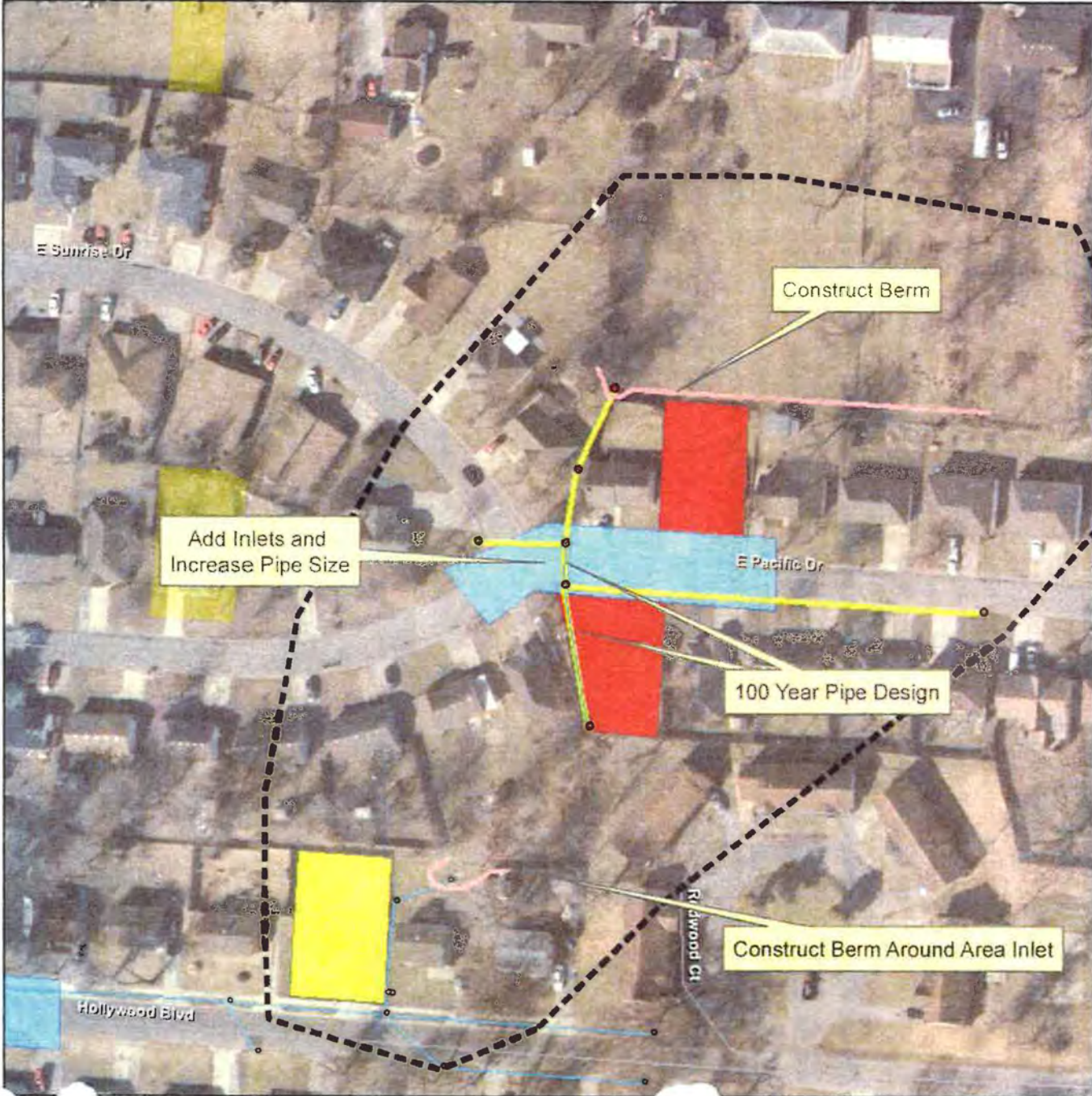
## Legend

- Existing Storm Structure
  - Existing Storm Pipe
  - Proposed Structure
  - Proposed Berm
  - Project Boundary
  - Proposed Sewer Upgrade
  - Street Rehabilitation
  - Street Flooding
- Complaints**
- Localized Improvements
  - Major System Improvements
- Stream Assessment**
- High
  - Med
  - Low
- Belton Roads



1 inch = 150 feet

114



**Stormwater Master Plan for Belton, MO**  
**Part B: Recommended Action Plan**



<b>WF-3 (E. Pacific Dr.) - Belton, MO</b>					
<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Qty. Units</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1	Removal of Existing Structures	1	LS	\$30,000	\$30,000
2	Erosion Control	1	LS	\$15,000	\$15,000
3	Traffic Control	1	LS	\$15,000	\$15,000
4	Storm Inlets (4' x 6')	4	EA	\$4,500	\$18,000
5	Storm Sewer Junction Box	1	EA	\$3,500	\$3,500
6	Storm Sewer (15" RCP)	175	LF	\$70	\$12,250
7	Storm Sewer (18" RCP)	30	LF	\$75	\$2,250
8	Storm Sewer (24" RCP)	299	LF	\$80	\$23,920
9	Storm Sewer (36" RCP)	130	LF	\$135	\$17,550
10	End Section (30" RCP)	1	EA	\$1,250	\$1,250
11	Driveway Apron, Residential	60	SY	\$65	\$3,900
12	Sodding	300	SY	\$5	\$1,500
13	Earthwork	70	CY	\$18	\$1,260
14	Asphaltic Concrete, Surface (Street - Residential)	225	SY	\$90	\$20,250
15	Fencing, Decorative	80	LF	\$50	\$4,000

<b>Construction Sub-Total</b>	<b>\$169,630</b>
<b>Construction Contingency</b>	<b>\$42,408</b>
<b>Engineering</b>	<b>\$30,000</b>
<b>Land Rights and Administration (10%)</b>	<b>\$16,963</b>
<b>Utility Contingency (10%)</b>	<b>\$16,963</b>
<b>Probable Project Costs</b>	<b>\$275,964</b>

### ***Improvement Project WF-2 (Buena Vista Drive)***

#### ***Problem Description***

The problem in this area consists of potential building flooding in at least 7 residences as well as flash flooding of streets. The culvert on West Sunrise Drive overflows and spills into the street during the 1 year event. Because of the grade in this area, the water that overflows the culvert flows toward the east and then south on Buena Vista Drive. The street and storm sewers in this area were not designed for this amount of flow and, therefore, houses on Buena Vista also experience flooding from the street. Additionally, the storm inlets on West Sunrise Street have insufficient capacity due to high tailwater caused by the culvert. These inlets discharge into the culvert on West Sunrise that is undersized. The culvert at the downstream end of the neighborhood on Park Avenue is also undersized. This culvert overflows in the 2 year storm event and, in the process, backs up water into the yards on the upstream side of the culvert. In the 100 year event, these houses will also flood.

The storm sewer system near Buena Vista Court is inadequate for the 10 year storm and the excess flow from the culvert on West Sunrise exacerbates this problem. Two residences at 508 and 510 West Sunrise experience flooding in their backyards as a result of inadequate drainage from the field to the north.

The open channel located between the houses on Buena Vista Drive and the houses on Valle Drive is vertically and laterally constrained by bedrock and, therefore, provides a low risk to infrastructure.

#### ***Conceptual Improvement***

The existing twin 5' x 1.5' box culverts at West Sunrise Drive should be replaced with twin 6' x 5.5' box culverts in the base of the channel and one 4' x 3.5' box culverts elevated and outside of the larger boxes. This design will allow the 2 year storm to pass through the culvert. Without major changes to the elevation of the road, it will be difficult to convey the 10 year event in this location.

The existing twin 6' x 4' box culverts at Park Avenue should be replaced with twin 7' x 6' box culverts. This design will allow for the 2 year storm to pass through the culvert and will reduce backwater and overflow in the less frequent storms. Once again, cover and width constraints limit the ability to upgrade the culvert to 10 year capacity.

The existing storm sewer system at Buena Vista Court has a 5 year capacity, but because of the excess water overflowing West Sunrise St, additional capacity is needed. This area should be upgraded to prevent the adjacent houses from flooding. Also, additional inlets should be added on West Sunrise Drive to catch water before it is able to overtop the crown of the street and flow down Buena Vista Drive. The outlet of the storm sewer system at West Sunrise Drive should be redirected to discharge at the downstream end of the culvert at West Sunrise Drive. Finally, the drainage ditch north of 510 West Sunrise should be increased in size to a trapezoidal channel with 9 feet flat bottom with 4:1 side slopes that is about 2 feet deep. Although it was not included in this estimate, it is recommended that Buena Vista Drive and North Park Avenue be resurfaced since the pavement is in poor condition and the stormwater problems will be resolved with this project.

## Improvement Project WF-2

Project Drainage Basin Map



### Legend

- Existing Storm Structure
  - Existing Storm Pipe
  - Proposed Structure
  - Proposed Berm
  - ⬜ Project Boundary
  - Proposed Sewer Upgrade
  - ⬜ Street Rehabilitation
  - ⬜ Street Flooding
- Complaints**
- ⬜ Localized Improvements
  - ⬜ Major System Improvements
- Stream Assessment**
- ⬜ High
  - ⬜ Med
  - ⬜ Low
  - ⬜ Belton Roads



1 inch = 200 feet



**Stormwater Master Plan for Belton, MO**  
**Part B: Recommended Action Plan**



<b>WF-2 (Buena Vista) - Belton, MO</b>					
<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Qty. Units</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1	Removal of Existing Structures	1	LS	\$50,000	\$50,000
2	Erosion Control	1	LS	\$2,000	\$2,000
3	Traffic Control	1	LS	\$2,000	\$2,000
4	Storm Inlets (4' x 6')	4	EA	\$4,000	\$16,000
6	Storm Sewer (24" RCP)	300	LF	\$80	\$16,000
6	Storm Sewer (30" RCP)	130	LF	\$120	\$15,600
7	End Section (30" RCP)	1	EA	\$1,250	\$1,250
8	Sodding	100	SY	\$5	\$500
9	Asphaltic Concrete (Street - Residential)	2250	SY	\$90	\$202,500
10	Fencing, Chain Link	70	LF	\$35	\$2,450
11	Curb and Gutter	200	LF	\$25	\$5,000
12	Concrete Sidewalk Construction	100	SF	\$9	\$900
13	Precast Concrete Box Culvert (7x6)	72	LF	\$600	\$43,200
14	Precast Concrete Box Culvert (6x5.5)	100	LF	\$520	\$52,000
15	Precast Concrete Box Culvert (4x3.5)	100	LF	\$400	\$40,000

<b>Construction Sub-Total</b>	<b>\$456,900</b>
<b>Construction Contingency</b>	<b>\$114,225</b>
<b>Engineering</b>	<b>\$30,000</b>
<b>Land Rights and Administration (10%)</b>	<b>\$45,690</b>
<b>Utility Contingency (10%)</b>	<b>\$45,690</b>
<b>Probable Project Costs</b>	<b>\$692,505</b>

# **SECTION VII**

## **B**

103

103



**R2015-02**

A RESOLUTION AUTHORIZING THE CITY COUNCIL OF BELTON, MISSOURI TO REAPPOINT DONALD L SCHUSTER AND APPOINT DAWN FRICKE TO SERVE ON THE BELTON TREE BOARD.

WHEREAS, the City of Belton City Council approved the formation of a Tree Board by Resolution R2011-01 on January 11, 2011; and

WHEREAS, the Board of Directors are appointed by the Mayor with the approval of the City Council; and

WHEREAS, Donald Schuster's term expired January 11, 2015; he is hereby reappointed to serve as a member of the Belton Tree Board until January 11, 2018; and

WHEREAS, Martha Frasher's term expired January 11, 2015; and

WHEREAS, Dawn Fricke is hereby appointed to serve as a member of the Belton Tree Board until January 11, 2018.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Belton, the following named individuals shall constitute the Belton Tree Board of Directors with terms of office as shown:

**Term Expiration**

Paul Fyffe	January 11, 2016
Leslie Dick	January 11, 2016
Charlene Thatch	January 11, 2017
<b>Donald Schuster</b>	<b>January 11, 2018</b>
<b>Dawn Fricke</b>	<b>January 11, 2018</b>

Section 1. That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

\_\_\_\_\_  
Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, and adopted at a regular meeting of the City Council held the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

---

Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri

# **SECTION VII**

## **C**

SECTION V



**R2015-03**

A RESOLUTION APPROVING THE PURCHASE OF "POWER LOAD" SYSTEMS FOR THE COTS IN THE AMBULANCE UNITS FROM STRYKER IN THE AMOUNT OF \$62,985.00 AND AUTHORIZING THE MAYOR TO SIGN THE PURCHASING AGREEMENT.

---

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

Section 1. That the purchase of "Power Load" systems for the cots in the ambulance units from Stryker in the amount of \$62,985.00 is hereby approved and the Mayor is hereby authorized to sign the purchasing agreement on behalf of the City. A copy of the agreement shall be attached and considered part of this resolution.

Section 2. That the Fire Chief is authorized to submit the eligible expenses for reimbursement under the Assistance to Firefighters Grant program.

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

Duly read and passed this \_\_\_\_ day of \_\_\_\_\_, 2015.

---

Mayor Jeff Davis

ATTEST:

---

Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2015, and adopted at a regular meeting of the City Council held the \_\_\_\_ day of \_\_\_\_\_, 2015, by the following vote, to wit:

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

\_\_\_\_\_  
Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri



**CITY OF BELTON  
CITY COUNCIL INFORMATION FORM**

DATE: December 10, 2014 **AGENDA DATE: January 13, 2015**

ASSIGNED STAFF: Norman K. Larkey Sr., Fire Chief

DEPARTMENT: Fire

Approvals

Engineer:  Dept. Dir:  Attorney:  City Manager.:

<input type="checkbox"/> Ordinance	<input checked="" 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"/> Public Hearing	<input type="checkbox"/>

**ISSUE/REQUEST**

To approve the purchase of "Power Load" systems for the cots in the Ambulance Units

**PROPOSED CITY COUNCIL MOTION**

Approve the purchase of the "Power Load" systems from Stryker in the amount of \$62,985.00.

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

The Council authorized the department to apply for the FY 2013 Assistance to Firefighters Grant to purchase the Stryker "Power Load" systems for the ambulances. The funding was approved in the FY15 budget at \$63,000.00. Stryker is a sole source vendor for this product and the quote is for (3) load systems.

**IMPACT/ANALYSIS:**

The "Power Load" systems will allow the ambulance cots to be rolled onto them and latch. The system will then raise or lower the cot and patient when loading or unloading thus reducing the chance of injury to personnel or the patient.

**FINANCIAL IMPACT**

Contractor:	Stryker
Amount of Request/Contract:	\$ 62,985.00
Amount Budgeted:	\$ 63,000.00
Funding Source:	010-4400-495-7400
Additional Funds:	\$
Funding Source:	
Encumbered:	\$
Funds Remaining:	\$ 15.00

<b>TIMELINE:</b>	<b>START:</b>	<b>FINISH:</b>
------------------	---------------	----------------

**OTHER INFORMATION/UNIQUE CHARACTERISTICS:**

**STAFF RECOMMENDATIONS:**

Approve

**Action and Date:**

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

FEMA and DHS award approval notification letter

Summary of Assistance Action.

Original Budget request for Capital Outlay

Quote from Stryker.

Description of Power-Load System





# FEMA

Mr. Kevin Livingston  
Belton Emergency Services  
16300 N. Mullen Rd.  
Belton, Missouri 64012-2618

Re: Grant No.EMW-2013-FO-03738

Dear Mr. Livingston:

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2013 Assistance to Firefighters Grant has been approved. FEMA's Grant Programs Directorate (GPD), in consultation with the U.S. Fire Administration (USFA), carries out the Federal responsibilities of administering your grant. The approved project costs total to \$75,000.00. The Federal share is 90 percent or \$67,500.00 of the approved amount and your share of the costs is 10 percent or \$7,500.00.

**Before you request and receive any of the Federal Grant funds awarded to you, you must establish acceptance of the Grant and Grant Agreement Articles through the Assistance to Firefighters Grant Programs' (AFG) e-grant system.** Please make sure you read and understand the articles as they outline the terms and conditions of your grant award. By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval, via amendment request, from FEMA. Maintain a copy of these documents for your official file.

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should request funds when you have an immediate cash need.

If you have any questions or concerns regarding the process to request your grant funds, please call 1-866-274-0960.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Kamoie".

Brian E. Kamoie  
Assistant Administrator  
Grant Programs Directorate

Summary Award Memo

**SUMMARY OF ASSISTANCE ACTION  
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM  
Application**

**INSTRUMENT:** GRANT  
**AGREEMENT NUMBER:** EMW-2013-FO-03738  
**GRANTEE:** Belton Emergency Services  
**AMOUNT:** \$75,000.00, Operations and Safety

**Project Description**

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant program's purpose and worthy of award. The recipient shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application narrative. These sections of the application are made a part of these grant agreement articles by reference. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

**Grantee Concurrence**

By providing the Primary Contact's electronic signature and indicating acceptance of the award, the recipient accepts and agrees to abide by the terms and conditions of the grant as set forth in this document. Recipients agree that they will use the funds provided through the Fiscal Year 2013 Assistance to Firefighters grant in accordance with these Articles of Agreement and the program guidelines provided in the Fiscal Year 2013 Assistance to Firefighters program guidance. All documents submitted as part of the original grant application are made a part of this agreement by reference.

**Period of Performance**

21-MAY-14 to 20-MAY-15

**Amount Awarded**

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$75,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$75,000.00

**NEGOTIATION COMMENTS IF APPLICABLE (max 4000 characters)**

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist Francisco Bernal at Francisco.Bernal@dhs.gov.

**System for Award Management (SAM)**

**Prior to requesting federal funds, all recipients are required to register their entity information in the System for Award Management (SAM.gov).** As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

**FEMA Officials**

**Program Officer:** The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

**Grants Assistance Officer:** The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

**Grants Operations POC:** The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

**ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 4000 characters)**

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist Francisco Bernal at Francisco.Bernal@dhs.gov.

**CITY OF BELTON  
REQUEST FOR CAPITAL OUTLAY**

Fiscal Year _____	Department: <u>Emergency Services – 3600</u>
Item: <u>Stryker Power Load</u>	<input checked="" type="checkbox"/> Addition or <input type="checkbox"/> Replacement
Cost (each) <u>\$21,000.00</u>	
Quantity <u>3</u> Estimated Life <u>10</u> Years	Total Cost \$63,000.00
Included in Capital Improvement Plan? <input type="checkbox"/> What year? _____	Less Trade-In \$ .00
	Other Costs \$ .00
	Net \$63,000.00
<b>Justification: (Explain necessity and benefits from this purchase)</b> Classification (Check One) <input type="checkbox"/> Essential <input checked="" type="checkbox"/> Important <input type="checkbox"/> Would be nice <input type="checkbox"/> Never mind	
<p>The Power-LOAD™ cot fastener system lifts and lowers the cot into and out of the ambulance, reducing spinal loads and the risk of cumulative trauma injuries. The Power-LOAD™ cot fastener system improves operator and patient safety by supporting the cot throughout the loading and unloading process. The reduction in spinal load helps prevent cumulative trauma injuries. The Power-LOAD™ cot fastener system wirelessly communicates with Power-PRO™ cots for ease of operation and maximum operator convenience.</p> <p>Save yourself from injury, save your career with the Power-LOAD™ cot fastener system. Ergonomically designed to reduce operator and patient injuries, Power-LOAD™ hydraulically lifts patients weighing up to 700 lbs with the touch of a button.</p>	
Is need for this item contingent upon increase in personnel? If yes, explain: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If item is approved, how much can maintenance be reduced? \$ _____ .00	
<b>Source of funding: (Explain if funding source is coming from other area, i.e. grant, capital projects, bond sale, etc.)</b> Possible Grant Funding	
Has item been requested in past? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes, when?	Was it Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No
If no, why not? <u>New Product</u>	



**Comprehensive Quotation**

**Sales Account Manager**  
 Todd Tibbetts  
 Todd.Tibbetts@stryker.com  
 Cell: 925-323-8136

**Remit to:**  
 P.O. Box 93308  
 Chicago, IL 60673-3308

**End User Shipping Address**  
 1094998  
 BELTON FIRE DEPT  
 223 MAIN ST  
 BELTON, MO 64012

**Shipping Address**  
 1094998  
 BELTON FIRE DEPT  
 223 MAIN ST  
 BELTON, MO 64012

**Billing Address**  
 1070660  
 CITY OF BELTON  
 506 MAIN ST  
 BELTON, MO 64012

Customer Contact	Ref Number	Date	PO Number	Reference Field	Quote Type
Doug McGuire	3811389	10/24/2014	QUOTE		

Line #	Quantity	Item Description	Part #	Unit Price	Extended Price	Item Comments
1.00	3	PowerLOAD	6390000000	\$20,995.00	\$62,985.00	
		Options				
	3	PowerLOAD	6390000000	\$20,995.00	\$62,985.00	
	3	Standard Comp 6390 Power Load	6390026000			
	3	English Manual	6390600000			
	3	1 year parts, labor & travel	7777881660			

Note:

Product Total	\$62,985.00
Freight	\$0.00
Tax	\$0.00
<b>Total Incl Tax &amp; Freight</b>	<b>\$62,985.00</b>

Signature: \_\_\_\_\_ Title/Position: \_\_\_\_\_ Date: \_\_\_\_\_

**Deal Consummation:** This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.  
**Confidentiality Notice:** Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.  
**Terms:** Net 30 Days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-STRYKER.  
**Cancellation and Return Policy:** In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

A black and white photograph of an ambulance interior. A stretcher is positioned in the center, facing towards the back of the vehicle. The ambulance is illuminated by several bright lights mounted on the ceiling and sides. The floor has a chevron pattern. The Stryker logo and 'EMS Equipment' text are visible in the upper right corner.

stryker

EMS Equipment

**Power-LOAD™**  
power-loading  
cot fastener system



# Power-LOAD

power-loading  
cot fastener system

Shown with optional accessories.

Reduce the risk of injuries when loading and unloading cots

## Power raise and lower for loading and unloading

using your finger, not your back.



## Load and unload patients with the touch of a button.

Operator injuries result from repetitive spinal loading. Our innovative Power-LOAD cot fastener system is designed to load and unload a compatible cot with the touch of a button – not your back.

**Lifts and lowers the cot into and out of the ambulance, reducing spinal loads and the risk of cumulative trauma injuries.**

The Power-LOAD cot fastener system improves operator and patient safety by supporting the cot throughout the loading and unloading process.

The reduction in spinal load helps prevent cumulative trauma injuries.

Power-LOAD wirelessly communicates with Power-PRO™ cots for ease of operation and maximum operator convenience.

- **Eliminates the need to steer the cot into and out of the ambulance.**
- **Minimizes patient drops by supporting the cot until the wheels are on the ground.**
- **Meets dynamic crash test standards for maximized occupant safety.**
- **Features an easy-to-use manual back-up system, allowing complete operation in the event of power loss.**
- **Lifts or lowers the cot into and out of the ambulance, eliminating spinal loads that can result in cumulative trauma injuries.**

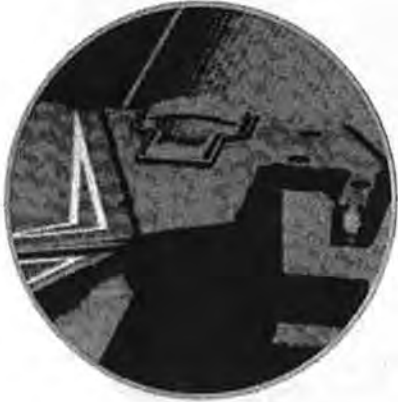
## Save yourself from injury. Save your career with Power-LOAD.

Ergonomically designed to reduce operator and patient injuries, Power-LOAD hydraulically lifts patients weighing up to 700 lbs.



**Cot Release Handles**

Red release handles allow the cot to be disengaged from the Power-LOAD system when unloading.



**Duplicate LED Indicator**

Displays Power-LOAD status at the head end for added operator convenience.



**Manual Trolley Release**

Allows trolley to be released when locked at the head end.

**Inductive Charging**

Power-LOAD automatically charges the cot SMRT battery and Power-LOAD battery when in transport position (no cable or connectors required).

**Head-end LED Indicators**

Keeps operator informed of position status. Solid green when in position or ready to transport; flashing amber when not in position or not ready to transport.

**Trolley**

Secures the cot into the Power-LOAD system.

**Lifting Arms**

Battery-powered hydraulic lift system supports the cot and patient during loading and unloading.

**Linear Transfer System**

Supports and guides the cot during loading and unloading.

**Control Panel**

Allows complete operation for manual cots as well as the operation of powered cots in the event of a power loss.

**Battery Indicator**

If the Power-LOAD system is in transport position, the battery LED will flash green, indicating the battery is being charged. If the battery is low, the caution LED will flash amber.

**Foot-end Release**

Allows the cot to be disengaged from the patient compartment.



**Safety Hook**

Assures handling confidence when loading and unloading in the event of power loss.



**700lb**  
capacity



# Features

## 1 Lifting Arms

Battery-powered hydraulic lift system supports the cot and patient during loading and unloading.

## 2 Head-end LED Indicators

Keeps operator informed of position status. Solid green when in position or ready to transport, flashing amber when not in position or not ready to transport.

## 3 Control Panel

Allows complete operation for manual cots as well as the operation of powered cots in the event of a power loss.

## 4 Cot Release Handles

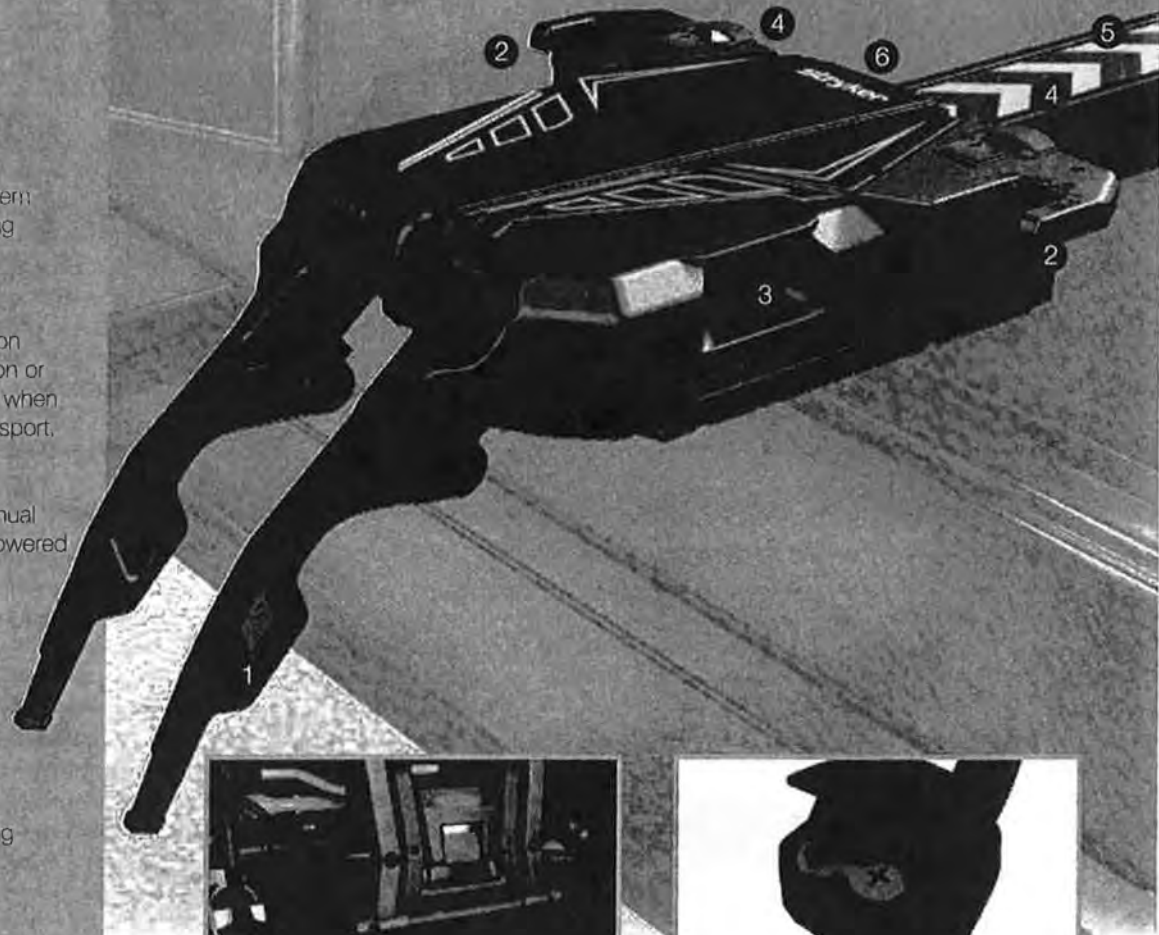
Red release handles allow the cot to be disengaged from the Power-LOAD system when unloading.

## 5 Linear Transfer System

Supports and guides the cot during loading and unloading.

## 6 Inductive Charging

Power-LOAD automatically charges the cot SMRT battery and Power-LOAD battery when in transport position (no cable or connectors required).



### Inductive Charging

Power-LOAD automatically charges the SMRT battery when in transport position (no cable or connectors required).



### Power Controls

The Power-PRO cot controls the Power-LOAD system during loading and unloading for ease of operation and maximum convenience.



### Low Electrical Demand

Power-LOAD is self-powered, drawing minimal amperage from the vehicle (during charging process).



### Operation Guide

Power-LOAD operation labels are provided and intended to be placed on the inside of the rear doors of the ambulance as a quick reference guide for Power-LOAD operation.



### Control Panel

Allows complete operation for manual cots as well as the operation of powered cots in the event of a power loss.



### Marine Grade Hydraulic System

Provides reliable operation in harsh conditions.

## Warranty

- One-year parts, labor, and travel or two-year parts only
- Lifetime on all welds\*

### Extended warranties available.

\*7-year service life

### Certifications:

IPX6 IEC 60601-1  
 AS/NZS 4535:1999 BS EN 1789:2007

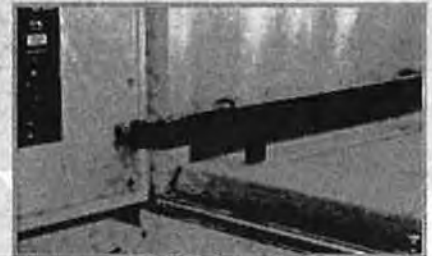




**Power-LOAD Cot Compatibility**

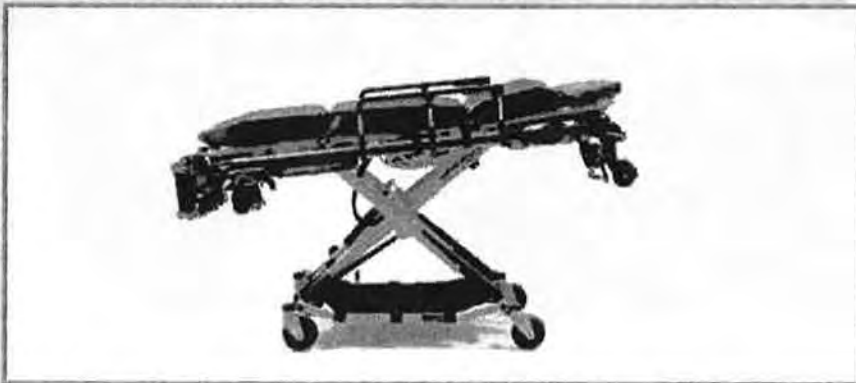
The Power-LOAD compatibility option is available for the Power-PRO XT, Power-PRO IT, and Performance-PRO. This system meets dynamic crash test standards for maximized occupant safety<sup>1</sup> and will automatically charge the Power-PRO XT and Power-PRO IT SMRT battery.

**Optional Features**



**Wheel Guide**

Required for applications when the Power-LOAD system is mounted near the wall. Keeps the wheels straight when loading and unloading.



**Power-PRO XT Ambulance Cot**



**Mass Casualty Floor Mount Assembly**

Provides cot compatibility for non-upgraded Stryker X-frame cots. Assembly equipped with quick release mechanism for ease of operation.

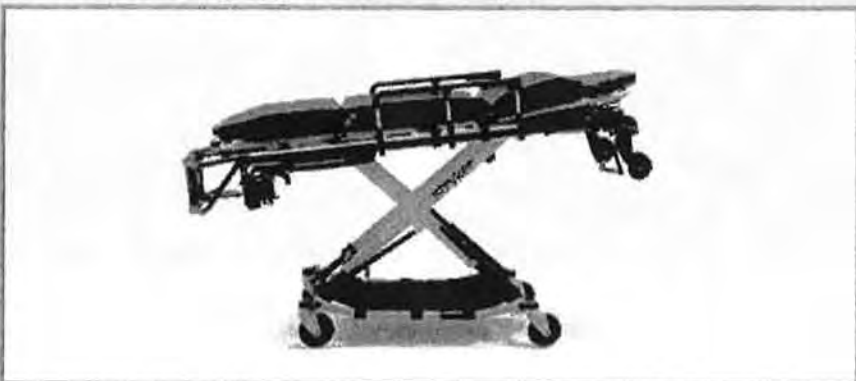


**Power-PRO IT Ambulance Cot**



**Mass Casualty Wall Mount Assembly**

Provides cot compatibility for non-upgraded Stryker X-frame cots. Assembly equipped with quick release mechanism for ease of operation.



**Performance-PRO XT Ambulance Cot**

## Power-LOAD Specifications

<b>Model Number</b>	<b>6390</b>
<b>Length</b>	
Overall Length	95 in (241 cm)
Minimum Length	89.5 in (228 cm)
<b>Width</b>	
	24.5 in (62 cm)
<b>Weight</b>	
Total Weight	211.5 lb (96.5 kg)
Floor Plate Assembly	16.5 lb (7.5 kg)
Anchor Assembly	23 lb (10.5 kg)
Transfer Assembly	67 lb (30.5 kg)
Trolley Assembly	105 lb (48 kg)
<b>Maximum Weight Capacity*</b>	700 lb (318 kg)
<b>Minimum Operator Required</b>	
Occupied Cot	2
Unoccupied Cot	1
<b>Recommended Loading Height</b>	22 in to 36 in (56 cm to 91 cm)
<b>Battery</b>	12V, 5 Ah Lead Acid Battery (6390-001-468)

\* Maximum weight capacity represents patient weight. Safe working load of 870 lb (395 kg) represents the sum of the cot total weight and patient.

Meets dynamic crash standards for Power-PRO XT (AS/NZS-4535 and BS EN-1789) and Performance-PRO XT (BS EN-1789).

Stryker reserves the right to change specifications without notice.

Specifications are rounded to the nearest whole number. Conversions are calculated before rounding.

The Power-LOAD cot fastener system is designed to conform to the Federal Specification for the Star-of-Life Ambulance KKK-A-1822.

Patents pending.

**stryker**<sup>™</sup>

### Reconstructive

Hips  
Knees  
Trauma & Extremities  
Joint Preservation  
Orthobiologics

### Medical & Surgical

Power Tools & Surgical Accessories  
Image Guided Navigation  
Endoscopy & Arthroscopy  
Integrated Communications  
Beds, Stretchers & EMS  
Sustainability Solutions

### Neurotechnology & Spine

Craniomaxillofacial  
Interventional Spine  
Neurosurgical, Spine & ENT  
Neurovascular  
Spinal Implants

3800 E. Centre Ave.  
Portage, MI 49002 U.S.A.

t: 269 329 2100  
f: 866 795 2233  
toll free: 800 327 0770

[www.ems.stryker.com](http://www.ems.stryker.com)

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DDM/RRP 1013  
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