



**CITY OF BELTON
CITY COUNCIL
PUBLIC HEARING & REGULAR MEETING
TUESDAY, NOVEMBER 10, 2015 – 7:00 PM
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

I. CALL PUBLIC HEARING TO ORDER – 7:00 PM

A. Y Highway Marketplace TIF

A public hearing in order to receive public input regarding the progress of the Y Highway Marketplace Tax Increment Financing Plan.

II. ADJOURN PUBLIC HEARING

III. CALL REGULAR MEETING TO ORDER

IV. PLEDGE OF ALLEGIANCE – COUNCILMAN SAVAGE

V. ROLL CALL

VI. 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 October 27, 2015, City Council regular meeting.

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VII. PERSONAL APPEARANCES

A. Diane Huckshorn (16614 Kentucky Road) – Request road closure on Loop Road between Chestnut and Walnut on Saturday, November 28, 2015, from 7:00 am – 7:00 pm for an auction for Eleanor’s on Main, with the option of Sunday, November 29, 2015, as well.

Eleanor’s on Main, 311 Main Street, is going out of business and the auction house, Mickelson Auction, has requested the street be closed to conduct the auction.

B. Diane Huckshorn (16614 Kentucky Road) – Request on behalf of Downtown Belton Main Street, Inc. to sell advertising on 12” x 18” signs to place on the light poles on Main Street during the holiday season.

VIII. ORDINANCES

- A. Motion to postpone final reading of Bill No. 2015-77:

AN ORDINANCE ACCEPTING THE RECOMMENDATIONS OF THE TAX INCREMENT FINANCING COMMISSION OF BELTON, MISSOURI, ADOPTING THE CEDAR TREE TAX INCREMENT FINANCING REDEVELOPMENT PLAN; DESIGNATING I-49 INVESTORS, L.L.C. AS THE DEVELOPER OF THE REDEVELOPMENT PROJECT; AND AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A REDEVELOPMENT AGREEMENT WITH I-49 INVESTORS, L.L.C. FOR IMPLEMENTATION OF THE PLAN.

Ordinance previously distributed.

Pass Fail

- B. Motion to postpone final reading of Bill No. 2015-78:

AN ORDINANCE APPROVING AND DESIGNATING REDEVELOPMENT PROJECT 1 OF THE CEDAR TREE TAX INCREMENT FINANCING REDEVELOPMENT PLAN AS A REDEVELOPMENT PROJECT AND ADOPTING TAX INCREMENT FINANCING THEREIN.

Ordinance previously distributed.

Pass Fail

- C. Motion to postpone final reading of Bill No. 2015-79:

AN ORDINANCE APPROVING THE PETITION TO ESTABLISH THE CEDAR TREE COMMUNITY IMPROVEMENT DISTRICT, GENERALLY LOCATED AT THE NORTHWEST CORNER OF I-49 AND 58 HIGHWAY, IN BELTON, CASS COUNTY, MISSOURI; DETERMINING THAT THE DISTRICT AREA IS A BLIGHTED AREA; AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT BETWEEN THE CITY, I-49 INVESTORS, L.L.C. AND THE DISTRICT; AND DIRECTING THE CITY CLERK TO REPORT THE CREATION OF THE DISTRICT TO THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT.

Ordinance previously distributed.

Pass Fail

D. Motion approving final reading of Bill No. 2015-86:

AN ORDINANCE DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING FOR PUBLIC USE TEMPORARY CONSTRUCTION EASEMENTS, PERMANENT UTILITY EASEMENTS, PERMANENT DRAINAGE EASEMENTS, AND RIGHT-OF-WAY ACQUISITION FOR THE CONSTRUCTION AND MAINTENANCE OF ROAD IMPROVEMENTS RELATED TO PHASE 1 OF THE MULLEN ROAD AND NORTH CASS PARKWAY PROJECT GENERALLY LOCATED IN SECTION 13 AND 24, TOWNSHIP 46 NORTH, RANGE 33 WEST, AND IN SECTION 18 AND 19, TOWNSHIP 46 NORTH, RANGE 32 WEST, ALL IN AND ADJACENT TO THE CITY OF BELTON, CASS COUNTY, MISSOURI; AUTHORIZING THE CITY AND ITS DESIGNEES TO NEGOTIATE FOR THE PURPOSE OF ACQUIRING THE EASEMENTS AND PROPERTY ACQUISITION BY CONTRACT OR CONDEMNATION; AND AUTHORIZING THE CITY ATTORNEY AND HIS/HER DESIGNEES TO INSTITUTE CONDEMNATION PROCEEDINGS IF SUCH INTERESTS IN LAND THAT CANNOT BE ACQUIRED BY PURCHASE THROUGH GOOD FAITH NEGOTIATIONS.

Ordinance previously distributed.

Pass Fail

E. Motion approving final reading of Bill No. 2015-87:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A FUNDING AGREEMENT WITH BELTON 58 CHOPPER, LLC, IN REGARDS TO A PORTION OF THE NORTH CASS SHOPPING CENTER.

Ordinance previously distributed.

Pass Fail

F. Motion approving final reading of Bill No. 2015-88:

AN ORDINANCE APPROVING A SPECIAL USE PERMIT WITH ONE CONDITION TO ALLOW A HOME CHILD CARE ON PROPERTY ZONED R-1 (SINGLE-FAMILY RESIDENTIAL), AND LOCATED AT 307 APPLE VALLEY PARKWAY, BELTON, MISSOURI.

Ordinance previously distributed.

Pass Fail

G. Motion approving first reading of Bill No. 2015-90:

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW A IN-HOME CHILD CARE ON PROPERTY ZONED R-1 (SINGLE-FAMILY RESIDENTIAL), AND LOCATED AT 8406 E 166TH STREET, BELTON, MISSOURI.

Paperwork Attached.

Page 17 Pass Fail

- H. Motion approving both readings of Bill No. 2015-91:
AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2016 ADOPTED CITY BUDGET.

This is the Intergovernmental Cooperative Agreement between Grandview and Belton for the 155th Street widening project.

Paperwork Attached.

Page 33 Pass Fail

- I. Motion approving both readings of Bill No. 2015-92:
AN ORDINANCE REPEALING ORDINANCE NO. 2015-4133 AND AMENDING THE LANGUAGE OF DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING FOR PUBLIC USE TEMPORARY CONSTRUCTION, PERMANENT EASEMENTS, AND RIGHT-OF-WAY FOR THE CONSTRUCTION AND MAINTENANCE OF ROAD IMPROVEMENTS RELATED TO THE 155TH STREET WIDENING PROJECT GENERALLY LOCATED IN SECTION 1, TOWNSHIP 46 NORTH, RANGE 33 WEST, ALL IN THE CITY OF BELTON, CASS COUNTY, MISSOURI; AUTHORIZING THE CITY AND ITS DESIGNEES TO NEGOTIATE FOR THE PURPOSE OF ACQUIRING THE EASEMENTS AND PROPERTY ACQUISITION BY CONTRACT OR CONDEMNATION; AND AUTHORIZING THE CITY ATTORNEY AND HIS/HER DESIGNEES TO INSTITUTE CONDEMNATION PROCEEDINGS IF SUCH INTERESTS IN LAND CANNOT BE ACQUIRED BY PURCHASE THROUGH GOOD FAITH NEGOTIATIONS.

Paperwork Attached.

Page 39 Pass Fail

- J. Motion approving both readings of Bill No. 2015-93:
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A SERVICE AGREEMENT WITH A TO BE NAMED CONTRACTOR TO PROVIDE CONSTRUCTION CONSULTING SERVICES FOR THE FIRST PHASE OF THE PROCUREMENT PROCESS FOR THE MULLEN ROAD CULVERT (RCB) REPLACEMENT PROJECT IN A NOT-TO EXCEED AMOUNT OF \$4,000.00.

Paperwork Attached.

Page 81 Pass Fail

K. Motion approving both readings of Bill No. 2015-94:

AN ORDINANCE MAINTAINING THE BUSINESS LICENSE TAX ON GROSS RECEIPTS OF KANSAS CITY POWER AND LIGHT COMPANY AND/OR ITS SUCCESSORS.

The Missouri Public Service Commission approved a rate increase for Kansas City Power & Light of 11.7% effective September 29, 2015. RSMo 393.275 allows the city to opt out of any reduction to the gross receipts tax that the city is currently charging KCPL by passing an ordinance within 60 days after the effective date of the tariff increase.

Paperwork Attached.

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Pass Fail

IX. RESOLUTIONS

X. CITY COUNCIL LIAISON REPORTS

XI. MAYOR'S COMMUNICATIONS

XII. CITY MANAGER'S REPORT

XIII. MOTIONS

XIV. OTHER BUSINESS

XV. ADJOURN

SECTION VI
A

**MINUTES OF THE
BELTON CITY COUNCIL MEETING
OCTOBER 27, 2015
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.

Councilmembers present: Mayor Jeff Davis, Councilmembers Jeff Fletcher, Gary Lathrop, Bob Newell, Tim Savage, Chet Trutzel, and Scott Von Behren; Absent: Councilmembers Al Hoag and Dean VanWinkle. Also present were: Brad Foster, Assistant City Manager; Megan McGuire, City Attorney; and Patti Ledford, City Clerk.

CONSENT AGENDA:

Councilman Lathrop moved to approve the consent agenda consisting of a **motion approving the minutes of the October 13, 2015, City Council regular meeting; and a motion approving the September 2015 Municipal Police Judge's Report.** Councilman Savage seconded. All present voted in favor. Councilmen Hoag and VanWinkle absent. Consent agenda approved.

PERSONAL APPEARANCES:

Jim Giffen - 507 Ranchero Place, Belton requested the Council consider changing the ordinance regarding livestock and poultry, allowing only 4 chickens, to match the ordinance of Kansas City and Raymore which allows 15. He has five children and the eggs don't go very far.

Mayor Davis said staff has talked about this and they will push it to the Planning Commission and Code Enforcement Advisory Committee and come back to us with advisement.

ORDINANCES:

Patti Ledford, City Clerk, gave the final reading of Bill No. 2015-76: **AN ORDINANCE AMENDING CHAPTER 34, ARTICLE I, SECTION 34-5 "REQUIREMENTS FOR PRIVATE DRIVEWAYS ALONG ROADS AND STREETS," CHAPTER 34, ARTICLE III, SECTION 34-65 "BOND REQUIRED FOR EXCAVATION OF RIGHT-OF-WAY" OF THE BELTON UNIFIED DEVELOPMENT CODE OF THE CITY OF BELTON, MISSOURI AND AMENDING CHAPTER 19, ARTICLE I, SECTION 19-5 "REQUIREMENTS FOR PRIVATE DRIVEWAYS ALONG ROADS AND STREETS" OF THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI.** Presented by Councilman Trutzel, seconded by Councilman Newell. The Council was polled and the following vote recorded; Ayes: 7, Councilmen Savage, Trutzel, Mayor Davis, Councilmen Lathrop, Von Behren, Fletcher, and Newell; Noes: None; Absent: 2, Councilmen VanWinkle and Hoag. Bill No. 2015-76, was declared passed and in full force and effect as Ordinance No. 2015-4139, subject to Mayoral veto.

Mayor Davis noted that negotiations are still on going for Bill No. 2015-77; 2015-78; and 2015-79, and suggested postponing them until the November 10, 2015 meeting.

Councilman Lathrop moved to postpone Bill No. 2015-77: AN ORDINANCE ACCEPTING THE RECOMMENDATIONS OF THE TAX INCREMENT FINANCING COMMISSION OF BELTON, MISSOURI, ADOPTING THE CEDAR TREE TAX INCREMENT FINANCING REDEVELOPMENT PLAN; DESIGNATING I-49 INVESTORS, L.L.C. AS THE DEVELOPER OF THE REDEVELOPMENT PROJECT; AND AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A REDEVELOPMENT AGREEMENT WITH I-49 INVESTORS, L.L.C. FOR IMPLEMENTATION OF THE PLAN; Bill No. 2015-78; AN ORDINANCE APPROVING AND DESIGNATING REDEVELOPMENT PROJECT 1 OF THE CEDAR TREE TAX INCREMENT FINANCING REDEVELOPMENT PLAN AS A REDEVELOPMENT PROJECT AND ADOPTING TAX INCREMENT FINANCING THEREIN; AND Bill No. 2015-79, AN ORDINANCE APPROVING THE PETITION TO ESTABLISH THE CEDAR TREE COMMUNITY IMPROVEMENT DISTRICT, GENERALLY LOCATED AT THE NORTHWEST CORNER OF I-49 AND 58 HIGHWAY, IN BELTON, CASS COUNTY, MISSOURI; DETERMINING THAT THE DISTRICT AREA IS A BLIGHTED AREA; AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT BETWEEN THE CITY, I-49 INVESTORS, L.L.C. AND THE DISTRICT; AND DIRECTING THE CITY CLERK TO REPORT THE CREATION OF THE DISTRICT TO THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT. Councilman Von Behren seconded. Vote on the motion was recorded with all present voting in favor. Councilmen Hoag and VanWinkle absent. Motion to postpone carried.

Ms. Ledford gave the final reading of Bill No. 2015-81: **AN ORDINANCE APPROVING THE AGREEMENT BETWEEN THE CITY OF BELTON AND ARVEST BANK AT LOT 5 OF CREST PLAZA TO PARTICIPATE IN THE MARKEY REGIONAL DETENTION PROGRAM.** Presented by Councilman Lathrop, seconded by Councilman Trutzel. Mayor Davis noted that their groundbreaking was yesterday. They are excited. He mentioned he was told by Arvest Bank that the ATM they have at the Price Chopper is the busiest they have in the metro area. Vote on the final reading was recorded; Ayes: 7; Councilmen Lathrop, Mayor Davis, Councilmen Trutzel, Von Behren, Fletcher, Newell, and Savage; Noes: None; Absent: 2, Councilmen Hoag and VanWinkle. Bill No. 2015-81, was declared passed and in full force and effect as Ordinance No. 2015-4140, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2015-82: **AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW A POLE SIGN FOR TEXAS ROADHOUSE, ON PROPERTY ZONED C-2 (GENERAL COMMERCIAL), AND LOCATED AT 228 PECULIAR DRIVE, BELTON, MISSOURI.** Presented by Councilman Trutzel, seconded by Councilman Lathrop. The Council was polled and the following vote recorded; Ayes: 7, Mayor Davis, Councilmen Savage, Newell, Von Behren, Fletcher, Lathrop, and Trutzel; Noes: None; Absent: 2, Councilmen Hoag and VanWinkle. Bill No. 2015-82, was declared passed and in full force and effect as Ordinance No. 2015-4141, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2015-83: **AN ORDINANCE REPEALING ORDINANCE 2015-4119 AFTER PROPER PROCEDURAL DUE PROCESS AND PUBLIC HEARING NOTICES, AND APPROVING AN AMENDMENT TO THE CITY'S ZONING MAP, FROM R-1 (SINGLE-FAMILY RESIDENTIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL), FOR A 1.0-ACRE TRACT OF LAND, LOCATED ON THE NORTH SIDE OF MINNIE AVENUE, JUST EAST OF LILLARD AVENUE, ADDRESSED AS 600 MINNIE AVENUE, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.** Presented by Councilman Trutzel, seconded by Councilman Lathrop. The Council was polled and the following vote recorded; Ayes: 7, Councilmen Newell, Trutzel, Mayor Davis,

Councilmen Lathrop, Von Behren, Fletcher, and Savage; Noes: None; Absent: 2, Councilmen Hoag and Van Winkle. Bill No. 2015-83, was declared passed and in full force and effect as Ordinance No. 2015-4142, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2015-84: **AN ORDINANCE APPROVING A FINAL PLAT FOR CARNEGIE VILLAGE SECOND PLAT, A REPLAT OF LOT 1, BEING A 13.4-ACRE TRACT OF LAND, LOCATED ON THE SOUTH SIDE OF MO-58 HIGHWAY, EAST OF MO-Y HIGHWAY, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.** Presented by Councilmen Newell, seconded by Councilman Trutzel. The Council was polled and the following vote recorded: Ayes: 7, Councilmen Von Behren, Trutzel, Savage, Lathrop, Newell, Fletcher and Mayor Davis; Noes: None; Absent: 2, Councilmen Hoag and VanWinkle. Bill No. 2015-84 was declared passed and in full force and effect as Ordinance No. 2015-4143, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2015-85: **AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR CARNEGIE VILLAGE, A SENIOR AND ASSISTED LIVING FACILITY, ON A 13.4-ACRE TRACT OF LAND, LOCATED ON THE SOUTH SIDE OF MO-58 HIGHWAY, EAST OF MO-Y HIGHWAY, CITY OF BELTON, CASS COUNTY, MISSOURI.** Presented by Councilman Lathrop, seconded by Councilman Savage. The Council was polled and the following vote recorded; Ayes: 7, Councilman Lathrop, Mayor Davis, Councilmen Trutzel, Von Behren, Fletcher, Newell, and Savage; Noes: None; Absent: 2, Councilmen Hoag and VanWinkle. Bill No. 2015-85 was declared passed and in full force and effect as Ordinance No. 2015-4144, subject to Mayoral veto.

Ms. Ledford, City Clerk, gave the first reading of Bill No. 2015-86: **AN ORDINANCE DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING FOR PUBLIC USE TEMPORARY CONSTRUCTION EASEMENTS, PERMANENT UTILITY EASEMENTS, PERMANENT DRAINAGE EASEMENTS, AND RIGHT-OF-WAY ACQUISITION FOR THE CONSTRUCTION AND MAINTENANCE OF ROAD IMPROVEMENTS RELATED TO PHASE 1 OF THE MULLEN ROAD AND NORTH CASS PARKWAY PROJECT GENERALLY LOCATED IN SECTION 13 AND 24, TOWNSHIP 46 NORTH, RANGE 33 WEST, AND IN SECTION 18 AND 19, TOWNSHIP 46 NORTH, RANGE 32 WEST, ALL IN AND ADJACENT TO THE CITY OF BELTON, CASS COUNTY, MISSOURI; AUTHORIZING THE CITY AND ITS DESIGNEES TO NEGOTIATE FOR THE PURPOSE OF ACQUIRING THE EASEMENTS AND PROPERTY ACQUISITION BY CONTRACT OR CONDEMNATION; AND AUTHORIZING THE CITY ATTORNEY AND HIS/HER DESIGNEES TO INSTITUTE CONDEMNATION PROCEEDINGS IF SUCH INTERESTS IN LAND THAT CANNOT BE ACQUIRED BY PURCHASE THROUGH GOOD FAITH NEGOTIATIONS.** Presented by Councilman Savage, seconded by Councilman Trutzel. Vote on the first reading was recorded with all present voting in favor. Councilmen Hoag and VanWinkle absent. First reading passed.

Ms. Ledford gave the first reading of Bill No. 2015-87: **AN ORDINANCE AUTHORIZING THE EXECUTION OF A FUNDING AGREEMENT WITH BELTON 58 CHOPPER, LLC, IN REGARDS TO A PORTION OF THE NORTH CASS SHOPPING CENTER.** Presented by Councilman Lathrop, seconded by Councilman Newell. Vote on the first reading was recorded with all present voting in favor. Councilmen Hoag and VanWinkle absent. First reading passed.

Ms. Ledford gave the first reading of Bill No. 2015-88: **AN ORDINANCE APPROVING A SPECIAL USE PERMIT WITH ONE CONDITION TO ALLOW A HOME CHILD CARE ON PROPERTY ZONED R-1 (SINGLE-FAMILY RESIDENTIAL), AND LOCATED AT 307 APPLE VALLEY PARKWAY, BELTON, MISSOURI.** Presented by Councilman Von Behren, seconded by Councilman Trutzel. Vote on the first reading was recorded with all present voting in favor. Councilmen Hoag and VanWinkle absent. First reading passed.

Ms. Ledford read Bill No. 2015-89: **AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2016 ADOPTED CITY BUDGET.** Presented by Councilman Lathrop, seconded by Councilman Trutzel. Vote on the first reading was recorded with all present voting in favor. Councilmen Hoag and VanWinkle absent. **Councilman Von Behren moved to hear the final reading.** Councilman Fletcher seconded. All present voted in favor. The final reading was read. Presented by Councilman Lathrop, seconded by Councilman Savage. The Council was polled and the following vote recorded; Ayes: 7, Councilmen Lathrop, Newell, Von Behren, Savage, Fletcher, Mayor Davis, and Councilman Trutzel; Noes: None; Absent: 2, Councilmen Hoag and VanWinkle. Bill No. 2015-89 was declared passed and in full force and effect as Ordinance No. 2015-4145, subject to Mayoral veto.

RESOLUTIONS:

Ms. Ledford read Resolution R2015-44: **A RESOLUTION APPROVING TASK AGREEMENT #2015-3 WITH WEIDENMANN CONSTRUCTION, INC. TO MAKE NECESSARY REPAIRS TO THE SANITARY SEWER LINE BETWEEN CLEVELAND AND CAMBRIDGE AT A NOT TO EXCEED COST OF \$25,000.** Presented by Councilman Newell, seconded by Councilman Von Behren. Vote on the resolution was recorded with all voting in favor. Councilmen Hoag and VanWinkle absent. Resolution passed.

Ms. Ledford read Resolution R2015-45: **A RESOLUTION APPOINTING ROBERT NEWELL TO SERVE ON THE CODE ENFORCEMENT ADVISORY COMMITTEE AS THE CITY COUNCILMAN LIAISON.** Presented by Councilman Lathrop, seconded by Councilman Savage. Vote on the resolution was recorded with all voting in favor. Councilmen Hoag and VanWinkle absent. Resolution passed.

CITY COUNCIL LIAISON REPORTS:

Councilman Fletcher, Park Liaison, said the Park Board met last week. Rentals at the park are good. The Park is going to partner with Belton Welfare Association this year for the Mayor's Christmas Tree Lighting and Operation Santa which will be held at Memorial Station. Park and facilities are winterizing. They are continuing to work on the dog park as the budget allows. They are going out for mowing bids which close November 23 with a bid opening at 10:00 A.M. Fall baseball and softball is wrapping up. Fall Southside Shootout soccer tournament is November 6-8 at Wallace Park, they have 90 teams. Park finances overall are okay. The biggest problem they have right now is the community center and they are going after retention. They are working hard to get members to hang in and come back to the center.

MAYOR'S COMMUNICATIONS:

Mayor Davis said there was a car show this weekend. Good turnout and good job.

Jeff Fisher, Public Works Director, announced the promotion of Don Tyler as Water Services Director for city.

Mayor Davis requested discussion at future work sessions on codes, crime data, roads, land use, and the Capital Improvement Program.

OTHER BUSINESS:

Councilman Lathrop said he received some compliments on the recent chip and seal of some of the streets. Councilman Savage said he has received complaints and in the future it would be very helpful to be advised as to what is going with the planned maintenance of the streets. Councilman Trutzel said if we look at surrounding towns you will find they are also using chip and seal, in fact, Metcalf was resurfaced with chip and seal. Councilman Fletcher asked that the intersections with gravel get cleaned up from the chip and seal.

Being no further business, Councilman Lathrop moved to adjourn at 7:22 P.M. Councilman Von Behren seconded. All present voted in favor. Councilmen Hoag and VanWinkle absent. Meeting adjourned.


Patti Ledford, City Clerk

Jeff Davis, Mayor

SECTION VIII
G

BILL NO. 2015-90

ORDINANCE NO. 2015-

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW A IN-HOME CHILD CARE ON PROPERTY ZONED R-1 (SINGLE-FAMILY RESIDENTIAL), AND LOCATED AT 8406 E. 166TH STREET, BELTON, MISSOURI.

WHEREAS, the Belton Planning Commission has received a request for Special Use Permit to allow an in-home child care on a property located at 8406 E. 166th Street in the City of Belton, Missouri, and

WHEREAS, a public hearing was held before the Belton Planning Commission on November 2, 2015 in accordance with the provisions of Section 40-2 of the Unified Development Code of the City; and

WHEREAS, notice of the hearing was sent to property owners within 185-feet of the subject property by certified mail on October 16, 2015; and

WHEREAS, the Belton Planning Commission voted by a majority (7-0) of those present to recommend APPROVAL of the Special Use Permit to the City Council.

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

Section 1. That the proposed in-home child care on property zoned R-1 (Single-Family Residential), and located as 8406 E. 166th Street, in the City of Belton, Missouri, is hereby approved for a Special Use Permit in accordance with Section 40 of the Unified Development Code.

Section 2. That a public hearing was held before the Belton Planning Commission on November 2, 2015 in accordance with the provisions of Section 40-3 of the Unified Development Code of the City, and the request received a recommendation of approval from the Commission.

Section 3. That no condition(s) shall apply to the business as a matter of record for this Special Use Permit.

Section 4. That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

DULY READ TWO (2) TIMES AND PASSED this _____ day of _____, 2015.

Mayor Jeff Davis

APPROVED this _____ day of _____, 2015.

Mayor Jeff Davis

ATTEST:

City Clerk

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. 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
TUESDAY, NOVEMBER 10, 2015 / 7:00 P.M.**

DATE: November 10, 2015
 ASSIGNED STAFF: Robert G. Cooper, City Planner
 DEPARTMENT: Community Planning & Development

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

ISSUE:

Application SUP15-23, to allow a home child care business to operate on property zoned R-1 (Single-Family Residential) District.

BACKGROUND:

The subject property is addressed as 8406 E. 166th Street, which is part of the Bel-Ray Estates residential subdivision, located on the city's northeast side.

The 1,357-sq. ft. residential house at 8406 was originally constructed in 1976 as a one-story wood-frame, which has six (6) rooms with three (3) of them as bedrooms, with two (2) full size bathrooms, including a full basement. There is an attached garage with an added rear concrete wing for a double stacking capacity of four (4) vehicles.

SPECIAL USE PROVISION – Some uses of land are not appropriate in all locations within a district or under circumstances where the use imposes an inappropriate impact on the public or neighboring properties and are therefore designated as “special uses”. These uses may be approved at a particular location through the receipt of a special use permit where the impact of those users does not inappropriately affect or impair the use and enjoyment of neighboring properties.

NATURE OF THE REQUEST

The applicant currently has a home daycare license, which allows her to watch no more than four (4) unrelated children. Mrs. Andrea Kelly wishes to watch up to ten (10) unrelated children in accordance with her State issued license. In order to increase the number of unrelated children under her care, city code requires a special use permit.

CODE CITATION

Pursuant to Section 40-3(6) of the Unified Development Code, 'Day care homes and centers' with more than four (4) children must have a special use permit and must meet the following requirements:

- a. Day care homes and centers must be licensed by and in compliance with all state and local laws governing such facilities;
- b. Any outdoor areas used by the facility as recreational areas must be enclosed by a fence no less than 42-inches in height;

Day care homes and centers must include a designated safe unloading (drop-off) and loading (pick-up) areas for children.

Location: Addressed as 8406 E. 166th Street.

Property Description: Bel-Ray Estates, Lot 254

Deed Holder / Applicant: Aaron Chai / Andrea Kelly

Size of Site: 143-ft. x 86-ft. (12,298-sq. ft.) / 0.28-acre

Existing Zoning / Land Use: R-1 / Single-Family Residential

Proposed Use: Home Child Care

Surrounding Zoning / Land Use:

North: R-1 / Single-Family Dwelling

East: R-1 / Single-Family Dwelling

South: R-1 / Single-Family Dwelling

West: R-1 / Single-Family Dwelling

Future Land Use Map: SFR (Single-Family Residential)

STAFF REPORT

BALANCE OF RIGHTS AND ACTIVITIES:

- Use of private property.
- Need in the community for quality day care services.
- Residential neighborhood not zoned for business or commercial type activities.
- Expectation of quiet enjoyment of residential property.
- Home occupation opportunities that do not look, feel or smell like a commercial operation.
- Special Use Permit process to explore parameters of this home occupation exception.

Welfare and Convenience of the Public

Staff believes that by allowing a home child care business at the proposed location could contribute to the welfare and convenience of the public.

Injury to Surrounding Property

It appears, at face value, the proposed use will not have an adverse effect on the surrounding or abutting properties due to the nature of the business. However, any home business has the potential to injure surrounding properties, e.g. traffic, and noise.

Domination of the Neighborhood

It appears to staff, the proposed use as a home day care will not dominate the neighborhood. All of the adjoining residential Lots within the immediate neighborhood have a minimum lot size of 0.25 and 0.35 of an acre. These moderately large residential lots will help mitigate any potential negative affect a use of this type may produce.

Off-Street Parking / Access

The Unified Development Code requires, "one (1) parking space for every 600-s.f. of gross-floor area (gfa)". Based on the total square footage of the house; two (2) off-street parking spaces must be provided. Currently, there are no restrictions for on-street parking along 166th Street.

There is direct access from 166th Street, which is the primary and only source of ingress/egress. Due to the scheduling scheme of the business owner and relatively low volume of users, no additional access or traffic calming devices are needed.

Generally, parents will be dropping their children off in the mornings between 7:00 and 9:00 with no more than two (2) cars at a time allowing for the passenger car-door to face curbside. (Exhibit A).

Signage

Pursuant to Section 40-4 of the Unified Development Code, home based business are allowed one (1) non-illuminated wall sign, not to exceed two-square feet and shall match the house in color and design.

The applicant has indicated she will not be using any type of advertising from her house

Fenced Area

City code requires that any outdoor play-area used for recreation by a pre-school or child care center, must be enclosed by a fence no less than 42-inches in height.

The applicant has provided a fenced-in outdoor play-area for the children (Exhibit B).

Staff Recommendation

Approval of the home childcare business, aka: Andrea's Angel Academy.

PLANNING COMMISSION RECOMMENDATION(S):

Approve the Special Use Permit with condition(s) as proposed to allow a home child care to operate at 8406 E. 166th Street, and following staff presentation and discussion, the Planning Commission voted 7-0 to approve Special Use Permit #15-23 without condition(s).

ATTACHMENTS: Applicant's Business Plan and Policy,
Exhibit 'A' / Photo of Pick-Up and Drop-Off Area;
Exhibit 'B' / Photo of fenced backyard play area.

FILE COPY

OCT 13 2015

Andrea's Angel Academy

Business Plan 10/10/2015

8406 E. 166th St. andreasangelacademydirector@yahoo.com
Belton, MO 64012 www.andreasangelacademy.com

816-425-4247

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Executive Summary

Mission Statement

Andrea's Angel Academy has a vision of a caring, safe, affordable, yet high quality child care facility, strictly serving the best interest of each child in our care. We make a promise to parents that your child will be cared for the way you would want for them to be cared for. We want parents to have no doubt in their mind that their child is in the hands of someone who has every intention of standing by his/her side while he/she grows socially, physically, intellectually, creatively, and emotionally.

Andrea's Angel Academy will meet each need of every child to the best of our ability, and your child will learn to possess confidence, high self-esteem, compassion, intellect, respect, honesty, and sincerity. Children will be praised constantly, rewarded for good deeds, and encouraged to be brave and do their best.

The goal of Andrea's Angel Academy is not to simply provide child care, but to provide a home away from home environment where your child is free to be their own unique, individual, happy self! We will have a wonderful time together gaining new experiences every day.

Objectives

The objective of Andrea's Angel Academy is to continue providing high quality child care and Kindergarten prep learning, in a home away from home environment.

2015 – Our goal is to increase our enrollment to a capacity of no more than 10 children at any given time. We do offer 24/7 care, with less children enrolled during the overnights/weekend shifts than during the day.

2016 – Our goal is to continue our enrollment providing a much needed service to the residents of Cass County. There are very limited options for 24/7 care or even extended hours care in Cass County, and it's our mission to service this need.

Description of Business

Company Ownership/Legal Entity

Andrea's Angel Academy is owned by Andrea & Robert Kelly. The Academy is currently going through the Special Use Permit process with the City of Belton. It is also licensed by the State of Missouri Department of Health and Senior Services under the name Andrea Kelly. The Academy has plans to become accredited in the future. It is also approved by the State of MO Sanitation Dept. as well as the State Fire Marshall.

Location

Andrea's Angel Academy is currently ran from the basement of the owner's home at 8406 E. 166th St., Belton, MO 64012.

Interior

The interior of the Academy's current space is one basement room used as the primary play, learning, eating, and sleeping area for all children in care. There is also an infant room to the side of the primary child care room where infants and toddlers play. The bathroom and the kitchen are upstairs. The upstairs is also a licensed space except for the bedrooms, and care is provided upstairs sometimes during the evening/weekend/overnight shifts.

Hours of Operation

Andrea's Angel Academy is open 7 days a week, 24 hours a day.

Services

Andrea's Angel Academy offers child care to the residents of Belton, MO and surrounding areas. We offer care 7 days a week with extended daily hours in order to serve a larger percentage of the population that works outside of the traditional work schedule. Andrea's Angel Academy cares for children ages newborn – 12 years of age.

Our pre-school students are cared for with affection and love, but are given much more room to develop their independence. Pre-school students are introduced to their alphabet, numbers, colors, and shapes. These children experience new learning situations each day and are taught with a hands-on approach. Our pre-school students are encouraged to participate in certain activities with the older children. This promotes a desire to be more curious and eager about the topics.

Our pre-K students are given affection as needed/desired. Pre-K at the Academy is a time for strong academic development. Children in this age group at the Academy will begin reading skills, writing skills, and will memorize their personal information such as phone number and address. Our Pre-K students are not only ready for Kindergarten, but are often above Kindergarten level on

several of their skills. Children in this age group will learn through real life experiences along with following a curriculum.

Andrea's Angel Academy focuses on growth of the whole child. Each child in our care will develop at or above their age appropriate development level. We perform assessments on each child every year so that we know where a child is lacking, which in turn lets us know the areas that we need to expand upon with that particular child. Our children are taught as a group, but are also given strong attention to their individual needs.

Suppliers

Andrea's Angel Academy is not likely to have any regular suppliers. All furniture and equipment that is to be used in the Academy will be purchased from different sellers, both retail and private parties, and is already in place at the Academy. We supply meals to the students that are cooked on location. The Academy staff will be responsible for all building maintenance and grounds keeping, and will not be contracting an outside company for any work related to these items.

Customer Service

Andrea's Angel Academy provides extremely high quality care to all students. Each student is cared for and taught as an individual, and their needs are observed and met on a constant basis. We strive to provide a home away from home environment for each student as well as provide them with a structured, intellectually stimulating schedule in order to prepare them for Kindergarten once they reach the pre-K level.

Andrea's Angel Academy treats each family with respect. Not only are we serving our students, but we are serving their families as well. In an effort to give back to our community we will provide services to our families who are in need of assistance such as a clothing and toy closet, meals around the holidays, and free parenting classes. We will also offer Parents Night Outs once a month.

Our staff keeps an open line of communication at all times with all parents, and we acknowledge and take into consideration any special needs that the child/family may have while we are providing care. We maintain an open door policy for all current students and their families, and prospective students and their families.

Management

Currently the owner Andrea Kelly is acting as Owner/Primary Teacher.

I have over 20 years of experience working with children. I have a CNA certification. I am First Aid and BLS certified. I hold a Bachelor's of Social Science w/ an Education Concentration and a minor in Sociology.

I have gained management experience through previous jobs as well as with owning my own company. I have experience with accounts payable/receivable, supervising 30 employees, scheduling and payroll for 140 employees, and case management for 15 persons with developmental disabilities. I have had several jobs that have placed me in high stress situations. I have had several jobs that have required my problem-solving and multi-tasking abilities, and I have always strived for perfection in the jobs that I have had. I believe my work and life experience along with my education have laid a strong framework for great success in running my own business.

Financial Management

Andrea's Angel Academy will provide a positive cash flow which will continue to grow over the next year, and then will balance out every year thereafter. Since the cash flow will increase over the next year, and our expenses will remain the same over time, we will continue to make a profit.

The finances are handled by the Director, and are mostly automated through daycare and accounting software.

Marketing

Competition

There are a few home daycares in Belton. There are a few daycare centers in Belton. However, to the best of my knowledge, there are not any non-denominational licensed facilities which are open 7 days a week, and offer pre-school along with child care which are affordable and as flexible with hours as we are.

Andrea's Angel Academy will never become a large corporation because I want to keep the personal, intimate feel with our families. Our child care families are seen as an extension of our family. They are not just a check for us. We are investing in their children, in their future, and in their education.

Our prices are average. We are not the cheapest, nor are we close to the most expensive. Our prices keep us competitive.

Advertising and Promotion

Andrea's Angel Academy will advertise and promote through a variety of ways. We utilize social media such as Facebook, YouTube, Pinterest, and Twitter. We also advertise on Craigslist and through word of mouth. We have a website with a blog which not only provides an alternate form of communication for current parents, but is also a great advertisement. We use a car magnet and place business cards at various locations through town. We have an ad on www.yelp.com. We have also placed flyers in grocery stores and other public places. All of these methods of advertisement have been at little to no cost to us. We do not use now and do not plan to use signs on our property.

We will track which advertising methods are working best by asking prospective parents how they heard about us. We will also offer an incentive to current families who refer new families to our school.

Strategy and Implementation

Andrea's Angel Academy has been in business for two years already. We have established a reputation with the families that we currently serve, and we have a waiting list which means that people are excited about what we have to offer their children. Since we are already in existence I am well aware of what it takes to run this business.

FILE COPY
Google Maps



OCT 13 2015



Image capture: Aug 2012 © 2015 Google

Belton, Missouri

Street View - Aug 2012



EXHIBIT 'A'



Most of our parents are headed this direction. When they drop off or pick up they park on the curb. Our parents drop off for day shift between 7a-9a. There would not generally be more than 2 cars at a time.



EXHIBIT 'B'

SECTION VIII
H

BILL NO. 2015-91

ORDINANCE NO. 2015

AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2016 ADOPTED CITY BUDGET.

WHEREAS, the Cities of Belton and Grandview are working together under an Intergovernmental Cooperative Agreement to administer the 155th Street Widening project from the East Outer Road of Interstate 49 to the Oil Creek Bridge; which was approved and authorized under Ordinance No. 2013-3948 on September 24, 2013; and

WHEREAS, on September 24, 2013 Ordinance No. 2013-3948 was approved and authorized the execution of the Intergovernmental Cooperation Agreement between the City and the City of Grandview, Missouri regarding the 155th Street Widening project.; and

WHEREAS, on March 24, 2015 under Ordinance No. 2015-4079, the City Council approved the Fiscal Year 2016 City Budget and has been amended six times previously this year; and

WHEREAS, on May 26, 2015 under Ordinance No. 2015-4100, the City Council approved the Missouri Highways and Transportation Commission STP-Urban Program Agreement for the 155th Street Improvements Project. On August 12, 2015, Staff received a letter providing additional funding authorizing the City to commence the right-of-way (ROW) acquisition phase of the project and that the funds used towards the ROW phase would now be eligible for reimbursement up to \$720,000; and

WHEREAS, administration, scheduling, and cash flow needs of the project were not defined at the time the City Council approved the Fiscal Year 2016 City Budget nor fully known of to the additional eligible ROW acquisition phase of the project. Staff has now defined and documented these processes for the remainder of the project and request a budget amendment to reflect these funding and contract administration needs.

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

Section 1. In the Major Highway Construction (442) Fund

INCREASE Expenditure line item, # 442-5412-4957110, named Easements

INCREASE the balance by \$900,000 (whole dollars) of Expenditure line item, # 442-5412-4957110, named 155th Street Widening Easements.

INCREASE the balance by \$373,795 (whole dollars) of Revenue line item, # 442-0000-3912230 , named 155th Street Widening Trf from Street Impact Fund.

INCREASE the balance by \$90,000 (whole dollars) of Revenue line item, # 442-0000-3311573 , named 155th Street Widening - Grandview.

INCREASE the balance by \$435,705 (whole dollars) of Revenue line item, # 442-0000-3311572 , named 155th Street Widening STP Grant.

Section 2. In the Street Impact (223) Fund

INCREASE the balance by \$373,795 (whole dollars) of Revenue line item, #223-0000-3679000, named Cash Carryover.

INCREASE the balance by \$373,795 (whole dollars) of Expenditure line item, # 223-0000-4008542 , named Trf to Maj Rd Constr Fund.

Section 3. That this ordinance shall be in full force and effect from and after 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:

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

SECTION VIII

I

AN ORDINANCE REPEALING ORDINANCE NO. 2015-4133 AND AMENDING THE LANGUAGE OF DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING FOR PUBLIC USE TEMPORARY CONSTRUCTION, PERMANENT EASEMENTS, AND RIGHT-OF-WAY FOR THE CONSTRUCTION AND MAINTENANCE OF ROAD IMPROVEMENTS RELATED TO THE 155TH STREET WIDENING PROJECT GENERALLY LOCATED IN SECTION 1, TOWNSHIP 46 NORTH, RANGE 33 WEST, ALL IN THE CITY OF BELTON, CASS COUNTY, MISSOURI; AUTHORIZING THE CITY AND ITS DESIGNEES TO NEGOTIATE FOR THE PURPOSE OF ACQUIRING THE EASEMENTS AND PROPERTY ACQUISITION BY CONTRACT OR CONDEMNATION; AND AUTHORIZING THE CITY ATTORNEY AND HIS/HER DESIGNEES TO INSTITUTE CONDEMNATION PROCEEDINGS IF SUCH INTERESTS IN LAND CANNOT BE ACQUIRED BY PURCHASE THROUGH GOOD FAITH NEGOTIATIONS.

WHEREAS, The 155th Street Widening Project is in the property acquisition phase and the City is about to start negotiations with property owners. Staff reviewed the condemnation ordinance originally approved under Ordinance No. 2015-4133 on August 25, 2015, and determined there needed to be modifications to clearly state property acquisitions and activities associated with same; and

WHEREAS, the City Council for the City of Belton, Missouri, pursuant to the advice and recommendation of the City Manager, deems it necessary, desirable, advisable and in the public interest to acquire temporary construction easements, permanent easements and permanent right-of-way together with all appurtenances related thereto, necessary for the purpose of construction and maintenance of public road improvements related to the 155th Street Widening Project and other related public improvements associated with the operation of the City's roadway system, which property is generally located in Section 1, Township 46 North, Range 33 West, all within the City of Belton, Cass County, Missouri, and as legally described on the attached **Exhibit A** (collectively, the "Project"); and

WHEREAS, the Project includes 21 parcels located in Ward 1 of the City of Belton, Missouri, which there are 24 exhibits illustrating the necessary property for acquisition on the attached **Exhibit B**; and

WHEREAS, the City has the authority by virtue of Sections 82.240 and Chapter 523 of the Revised Statutes of the State of Missouri (2006, as amended) and by virtue of the Charter of the City of Belton, Missouri, to acquire private property, or any interest therein, by condemnation proceedings as it determines is necessary for any public use, including such uses or purposes stated herein.

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

SECTION 1. It is hereby found, determined and declared that it is necessary and in the public interest for the public purpose of constructing and maintaining the public improvements that are part of the Project, and which are for the benefit of the citizens of the City, pursuant to the plans and specifications on file at Belton City Hall, to acquire, by purchase or condemnation proceedings temporary construction easements, permanent easements and permanent right-of-way necessary for construction and maintenance of the Project over, under and through the tracts of land legally described and depicted on **Exhibit A** and **Exhibit B**.

SECTION 2. That the City Manager and his designees are hereby authorized to negotiate with the owners of the properties as herein described for the purpose of acquiring the necessary temporary and permanent easements and permanent right-of-way.

SECTION 3. That the City Manager and his designees are hereby authorized to execute necessary documents to pay and disburse funds to such owner, and any other party holding property rights or interests, and escrow agents pursuant to negotiated agreements as well as file and record easement and ownership transfer documents associated with the acquisition of the necessary temporary and permanent easements and permanent right-of-way property interests.

SECTION 4. That, in the event of failure, following good faith negotiations, to reach agreement on the amount of compensation to be paid for the various property interests and the acquisition thereof by purchase, the City Attorney and his/her designees are hereby authorized and directed to institute condemnation proceedings for the purpose of acquiring the temporary and permanent easements and permanent right-of-way in the manner provided by the Revised Statutes of the State of Missouri.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. That this ordinance shall be in full force and effect from and after 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. 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: 11/10/2015

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:

The 155th Street Widening Project is in the property acquisition phase and the City is about to start negotiations with property owners. Staff reviewed the condemnation ordinance originally approved under Ordinance No. 2015-4133 on August 25, 2015 and determined there needed to be modifications. In addition, Street Impact Funds have become available and need to be transferred from the Street Impact (223) Fund to the Major Highway Construction (442) Fund.

PROPOSED CITY COUNCIL MOTION:

At the November 10, 2015 regular City Council meeting, approve amendments to Ordinance No. 2015-4133.

At the November 10, 2015 regular City Council meeting approve an ordinance approving the reappropriation and revision of the City of Belton Fiscal Year 2015 adopted City Budget.

BACKGROUND:

The 155th Street Interchange and Corridor is a primary gateway for the City of Belton. There are multiple stakeholders that are committed to making significant improvement from Kensington (west end) to the Oil Creek Bridge. The west side of I-49 has funds committed from Adesa Auto Auction and KCMO at roughly \$2.5 million. The interchange will be funded by MoDOT. The east leg has been awarded federal funds of \$4,375,800 through the Surface Transportation Program (STP).

IMPACT/ANALYSIS:

Reappropriation of budget

STAFF RECOMMENDATION, ACTION, AND DATE:

At the November 10, 2015 regular City Council meeting, approve amendments to Ordinance No. 2015-4133 with reads.

At the November 10, 2015 regular City Council meeting approve an ordinance approving the reappropriation and revision of the City of Belton Fiscal Year 2015 adopted City Budget with both reads.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance for Budget Amendments
Ordinance No. 2015-4133 Redlined Amendments and Clean Copy

Exhibit A

Legal Descriptions

Tract 29 – Temporary Construction Easement

ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 46 NORTH, RANGE 33 WEST, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CAPPED 5/8-INCH IRON PIN AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 1; THENCE S02°24'26"W, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 1, 28.71 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 155TH STREET AS NOW ESTABLISHED, FOR THE POINT OF BEGINNING; THENCE CONTUNING S02°24'26"W, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 1, 10.00 FEET; THENCE N86°21'44"W, 38.58 FEET; THENCE S38°34'04"W, 36.59 FEET; THENCE N86°21'44"W, 16.50 FEET; THENCE N31°25'56"W, 36.65 FEET; THENCE N86°21'44"W, 120.41 FEET; THENCE N03°38'16"E, 3.00 FEET: THENCE N86°21'44"W, 80.09 FEET; THENCE S02°20'06"W, 10.00 FEET; THENCE N86°21'44"W, 45.01 FEET; THENCE N02°20'06"E, 10.00 FEET; THENCE N86°21'44"W, 50.01 FEET; THENCE S02°20'06"W, 5.00 FEET; THENCE N86°21'44"W, 5.00 FEET TO A POINT ON THE EAST LINE OF DIKEWOOD ADDITION, A RECORDED PLAT IN THE CITY OF BELTON, CASS COUNTY, MISSOURI; THENCE N02°20'06"E, ALONG THE EAST LINE OF SAID DIKEWOOD ADDITION, 12.00 FEET TO THE NORTHEAST CORNER OF SAID DIKEWOOD ADDITION AND SAID SOUTH RIGHT-OF-WAY LINE OF 155TH STREET; THENCE S86°21'44"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 155TH STREET, 397.56 FEET TO THE POINT OF BEGINNING. CONTAINING 5035.6 SQ. FT. (0.116 AC) MORE OR LESS. SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 30 – Temporary Construction Easement

ALL THAT PART OF LOT 81, DIKEWOOD ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 62, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 81; THENCE S02°20'06"W, ALONG THE EAST LINE OF SAID LOT 81, A DISTANCE OF 27.00 FEET; THENCE N86°21'44"W, 46.01 FEET; THENCE N02°20'06"E, 17.00 FEET; THENCE N86°21'44"W, 98.84 FEET; THENCE S02°20'06"W, 12.00 FEET; THENCE N86°21'44"W, 5.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 81; THENCE N02°20'06"E, ALONG THE WEST LINE OF SAID LOT 81, 22.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 81; THENCE S86°21'44"E, ALONG THE NORTH LINE OF SAID LOT 81, 149.85 FEET (MEASURED) TO THE POINT OF BEGINNING. CONTAINING 2340.72 SQ. FT. (0.054 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 31 – Temporary Construction Easement

ALL OF THE NORTHERLY 7.00 FEET OF LOT 82, DIKEWOOD ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 62, IN THE CITY OF BELTON, CASS COUNTY MISSOURI. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 1050.00 SQ. FT. (0.024 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 32 – Temporary Construction Easement

ALL THAT PART OF LOT 127, DIKEWOOD ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 62, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 127; THENCE S02°20'06"W ALONG THE EASTERLY LINE OF SAID LOT 127, 7.00 FEET; THENCE N86°21'44"W, 140.04 FEET; THENCE S02°20'06"W, 11.00 FEET; THENCE N86°21'44"W, 10.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 127; THENCE N02°20'06"E, ALONG THE WESTERLY LINE OF SAID LOT 127, 18.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 127; THENCE S86°21'44"E, ALONG THE NORTHERLY LINE OF SAID LOT 127, 150.04 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 1160.30 SQ. FT. (0.027 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 33 – Temporary Construction Easement

ALL THAT PART OF LOT 128, DIKEWOOD ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 62, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 128; THENCE S02°20'06"W ALONG THE EASTERLY LINE OF SAID LOT 128, 8.00 FEET; THENCE N86°21'44"W, 75.02 FEET; THENCE S02°20'06"W, 5.00 FEET; THENCE N86°21'44"W, 65.33 FEET; THENCE S40°12'55"W, 15.77 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 128; THENCE N02°20'06"E, ALONG THE WESTERLY LINE OF SAID LOT 128, 25.67 FEET TO THE NORTHWEST CORNER OF SAID LOT 128; THENCE S86°21'44"E, ALONG THE NORTHERLY LINE OF SAID LOT 128, 150.04 FEET, TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 1636.75 SQ. FT. (0.038 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 34 – Temporary Construction Easement

ALL THAT PART OF LOT 173, DIKEWOOD ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 62, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 173; THENCE S02°20'06"W ALONG THE EASTERLY LINE OF SAID LOT 173, 25.67 FEET; THENCE S40°12'55"W, 30.05 FEET; THENCE N54°21'13"W, 69.42 FEET; THENCE N86°21'44"W, 68.55 FEET; THENCE S02°20'06"W, 10.00 FEET; THENCE N86°21'44"E, 5.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 173, THENCE N02°20'06"E, ALONG THE WESTERLY LINE OF SAID LOT 173, 23.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 173; THENCE S86°21'44"E, ALONG THE NORTHERLY LOT LINE OF SAID LOT 173, 150.04 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 3524.52 SQ. FT. (0.081 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 35 – Temporary Construction Easement

ALL THAT PART OF LOT 174, DIKEWOOD ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 63, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 174; THENCE S02°20'06"W ALONG THE EASTERLY LINE OF SAID LOT 174, 3.00 FEET; THENCE N86°21'44"W, 70.02 FEET; THENCE S02°20'06"W, 6.00 FEET; THENCE N86°21'44"W, 81.36 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 174; THENCE N02°20'06"E, ALONG THE WESTERLY LINE OF SAID LOT 174, 9.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 174; THENCE S86°21'44"E, ALONG THE NORTHERLY LOT LINE OF SAID LOT 174, 151.37 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 942.26 SQ. FT. (0.022 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 36 – Temporary Construction Easement

ALL THAT PART OF LOT 219, DIKEWOOD ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 63, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 219; THENCE S02°20'06"W ALONG THE EASTERLY LINE OF SAID LOT 219, 9.00 FEET; THENCE N86°21'44"W, 15.00 FEET; THENCE S02°20'06"W, 5.00 FEET; THENCE N86°21'44"W, 65.02 FEET; THENCE N02°20'06"E, 10.00 FEET; THENCE N86°21'44"W, 44.31 FEET; THENCE S62°14'53"W, 29.71 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 219; THENCE N02°20'06"E, ALONG THE WESTERLY LINE OF SAID LOT 219, 19.48 FEET TO THE NORTHWEST CORNER OF SAID LOT 219; THENCE S86°21'44"E, ALONG THE NORTHERLY LOT LINE OF SAID LOT 219, 150.04 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 1524.26 SQ. FT. (0.035 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 37 – Temporary Construction Easement

ALL THAT PART OF LOT 220, DIKEWOOD ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 63, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 220; THENCE S02°20'06"W ALONG THE EASTERLY LINE OF SAID LOT 220, 14.00 FEET; THENCE N86°21'44"W, 15.00 FEET; THENCE N02°20'06"E, 10.00 FEET; THENCE N86°21'44"W, 27.01 FEET; THENCE S02°20'06"W, 2.00 FEET; THENCE N86°21'44"W, 50.01 FEET; THENCE N02°20'06"E, 2.00 FEET; THENCE N86°21'44"W, 58.02 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 220; THENCE N02°20'06"E, ALONG THE WESTERLY LINE OF SAID LOT 220, 4.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 220; THENCE S86°21'44"E, ALONG THE NORTHERLY LOT LINE OF SAID LOT 220, 150.04 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 850.22 SQ. FT. (0.020 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 38 – Temporary Construction Easement

ALL THAT PART OF LOT 265, DIKEWOOD ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 63, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 265; THENCE S02°20'06"W ALONG THE EASTERLY LINE OF SAID LOT 265, 4.00 FEET; THENCE N86°21'44"W, 135.03 FEET; THENCE S02°20'06"W, 16.00 FEET; THENCE N86°21'44"W, 15.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 265; THENCE N02°20'06"E, ALONG THE WESTERLY LINE OF SAID LOT 265, 20.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 265; THENCE S86°21'44"E, ALONG THE NORTHERLY LOT LINE OF SAID LOT 265, 150.04 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 840.22 SQ. FT. (0.019 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 39 – Right-of-Way

ALL THAT PART OF LOT 266, DIKEWOOD ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 63, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 266 (PLATTED); THENCE S02°20'06"W ALONG THE EASTERLY LINE OF SAID LOT 266, 2.59 FEET; THENCE N86°18'21"W, 150.04 FEET, TO A POINT ON THE WESTERLY LINE OF SAID LOT 266; THENCE N02°20'06"E, ALONG THE WESTERLY LINE OF SAID LOT 266, 2.44 FEET TO THE NORTHWEST CORNER OF SAID LOT 266; THENCE S86°21'44"E, ALONG THE NORTHERLY LINE OF SAID LOT 266, 150.04' FEET TO THE POINT OF BEGINNING. SAID RIGHT-OF-WAY CONTAINING 376.91 SQ. FT. (0.009 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 39 – Temporary Construction Easement

ALL THAT PART OF LOT 266, DIKEWOOD ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 63, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 266 (PLATTED); THENCE S02°20'06"W ALONG THE EASTERLY LINE OF SAID LOT 266, 2.59 FEET FOR THE POINT OF BEGINNING; THENCE CONUINING S02°20'06"W, ALONG THE EAST LINE OF SAID LOT 265, 5.41 TO A POINT 8.00 FEET SOUTH OF THE NORTHERLY LINE OF SAID LOT 266; THENCE N86°21'44"W, 150.04 FEET, TO A POINT ON THE WESTERLY LINE OF SAID LOT 266; THENCE N02°20'06"E, ALONG THE WESTERLY LINE OF SAID LOT 266, 5.56 FEET; THENCE S86°18'21"E, 150.04' TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 823.40 SQ. FT. (0.019 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 40 – Right-of-Way

ALL THAT PART OF LOT 311, DIKEWOOD ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 63, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 311 (PLATTED); THENCE S02°20'06"W ALONG THE EASTERLY LINE OF SAID LOT 311, 2.44; THENCE N86°18'21"W, 150.04' TO A POINT ON THE WESTERLY LINE OF SAID LOT 311, THENCE N02°20'06"E, ALONG THE WESTERLY LINE OF SAID LOT 311, 2.29 FEET TO THE NORTHWEST CORNER OF SAID LOT 311; THENCE S86°21'44"E, ALONG THE NORTHERLY LINE OF SAID LOT 311, 150.04' TO THE POINT OF BEGINNING. SAID RIGHT-OF-WAY CONTAINING 354.75 SQ. FT. (0.008 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 40 – Temporary Construction Easement

ALL THAT PART OF LOT 311, DIKEWOOD ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 63, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 311 (PLATTED); THENCE S02°20'06"W ALONG THE EASTERLY LINE OF SAID LOT 311, 2.44 FEET FOR THE POINT OF BEGINNING; THENCE CONUINING S02°20'06"W, ALONG THE EAST LINE OF SAID LOT 311, 5.56 FEET; THENCE N86°21'44"W, 120.03 FEET; THENCE S02°20'06"W, 44.01 FEET; THENCE N86°21'44"W, 30.01 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 311; THENCE N02°20'06"E, ALONG THE WESTERLY LOT LINE OF SAID LOT 311, 49.72 FEET; THENCE S86°18'21"E, 150.04 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 2165.90 SQ. FT. (0.050 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 41 – Temporary Construction Easement

ALL THAT PART OF LOT 312, DIKEWOOD ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 63, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 312; THENCE S02°20'06"W, ALONG THE EASTERLY LINE OF SAID LOT 312, 9.00 FEET; THENCE N86°21'44"W, 80.80 FEET; THENCE S03°39'15"W, 5.00 FEET; THENCE N86°21'44"W, 120.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 312; THENCE N03°39'15"E, ALONG THE WESTERLY LOT LINE OF SAID LOT 312, 14.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 312; THENCE S86°21'44"E, ALONG THE NORTHERLY LINE OF SAID LOT 312, 200.60 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 2406.30 SQ. FT. (0.055 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 42 – Temporary Construction Easement

ALL THAT PART OF LOT 51, SUNSET HILL ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 64, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 51; THENCE S03°39'15"W, ALONG THE EASTERLY LINE OF SAID LOT 51, 14.00 FEET; THENCE N86°20'45"W, 12.00 FEET; THENCE S03°39'15"W, 23.00 FEET; THENCE N86°21'44"W, 55.02 FEET; N03°39'15"E, 21.00 FEET; THENCE N86°21'44"W, 73.07 FEET; THENCE N66°30'11"W, 26.49 FEET; THENCE N86°21'44"W, 25.01 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 51; THENCE N03°41'53"E, ALONG THE EASTERLY LINE OF SAID LOT 51, 7.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 51, THENCE S86°21'44"E, ALONG THE NORTHERLY LINE OF SAID LOT 51, 190.02 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 3834.55 SQ. FT. (0.088 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 43 – Temporary Construction Easement #1

ALL THAT PART OF LOT 41, SUNSET HILL ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 64, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 41; THENCE S03°41'53"W, ALONG THE EASTERLY LINE OF SAID LOT 41, 8.00 FEET; THENCE N86°21'44"W, 152.52 FEET; THENCE S03°41'53"W, 8.00 FEET; THENCE N86°21'44"W, 34.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 41; THENCE N03°41'53"E, ALONG THE EASTERLY LINE OF SAID LOT 41, 16.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 41; THENCE S86°21'44"E, ALONG THE NORTHERLY LINE OF SAID LOT 41, 186.52 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 1764.16 SQ. FT. (0.040 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 43 – Temporary Construction Easement #2

ALL THAT PART OF LOT 41, SUNSET HILL ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 64, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 41; THENCE S03°41'53"W, ALONG THE EASTERLY LINE OF SAID LOT 41, 61.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S03°41'53"W, ALONG THE EASTERLY LINE OF SAID LOT 41, 40.00 FEET; THENCE N86°18'07"W, 11.25 FEET; THENCE N03°41'53"E, 40.00 FEET; THENCE S86°18'07"E, 11.25 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 450.00 SQ. FT. (0.010 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 44 – Right-of-Way

ALL THAT PART OF LOT 31, SUNSET HILL ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 64, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 31; THENCE N87°18'21"W, 186.55 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 31; THENCE N03°41'53"E, ALONG THE WESTERLY LINE OF SAID LOT 31, 3.08 FEET TO THE NORTHWEST CORNER OF SAID LOT 31; THENCE S86°21'44"E, ALONG THE NORTHERLY LINE OF SAID LOT 31, 186.52 FEET TO THE POINT OF BEGINNING. SAID RIGHT-OF-WAY CONTAINING 288.08 SQ. FT. (0.007 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 44 – Temporary Construction Easement

ALL THAT PART OF LOT 31, SUNSET HILL ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 64, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 31; THENCE S03°41'53"W, ALONG THE EASTERLY LINE OF SAID LOT 41, 12.00 FEET; THENCE N86°21'44"W, 28.00 FEET; THENCE S03°41'53"W, 23.00 FEET; THENCE N86°21'44"W, 39.00 FEET; THENCE N03°41'53"E, 20.00 FEET; THENCE N86°21'44"W, 43.00 FEET; THENCE S03°41'53"W, 21.00 FEET; THENCE N86°21'44"W, 31.83 FEET; THENCE N42°15'13"W, 30.17 FEET; THENCE N86°21'44"W, 23.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 31; THENCE N03°41'53"E, ALONG THE WESTERLY LINE OF SAID LOT 31, 11.92 FEET; THENCE S87°18'21"E, 186.55 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 4101.93 SQ. FT. (0.094 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 45 – Right-of-Way

ALL THAT PART OF LOT 21, SUNSET HILL ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 64, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 21; THENCE S03°41'53"W, ALONG THE EASTERLY LINE OF SAID LOT 21, 9.65 FEET; THENCE N41°21'44"W, 7.99 FEET; THENCE N86°21'44"W, 180.87 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 21; THENCE N03°41'53"E, ALONG THE WESTERLY LINE OF SAID LOT 21, 4.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 21; THENCE S86°21'44"E, ALONG THE NORTHERLY LINE OF SAID LOT 21, 186.52 FEET TO THE POINT OF BEGINNING. SAID RIGHT-OF-WAY CONTAINING 762.04 SQ. FT. (0.017 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 45 – Temporary Construction Easement

ALL THAT PART OF LOT 21, SUNSET HILL ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 64, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 21; THENCE S03°41'53"W, ALONG THE EASTERLY LINE OF SAID LOT 21, 9.65 FEET TO THE POINT OF BEGINNING; THENCE CONTUINING S03°41'53"W, ALONG THE EASTERLY LINE OF SAID LOT 21, 45.35 FEET; THENCE N86°21'44"W, 23.00 FEET; THENCE N03°41'53"E, 40.00 FEET; THENCE N86°21'44"W, 163.52 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 45; THENCE N03°41'53"E, ALONG THE WESTERLY LINE OF SAID LOT 21, 11.00 FEET; THENCE S86°21'44"E, 180.87 FEET; THENCE S41°21'44"E, 7.99 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 2955.76 SQ. FT. (0.068 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 46 – Right-of-Way

ALL THAT PART OF LOT 11, SUNSET HILL ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 64, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 11; THENCE S03°41'53"W, ALONG THE EASTERLY LINE OF SAID LOT 11, 4.00 FEET; THENCE N86°21'44"W, 180.82 FEET; THENCE S48°38'16"W, 8.08 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 11; THENCE N03°41'53"E, ALONG THE WESTERLY LINE OF SAID LOT 11, 9.71 FEET TO THE NORTHWEST CORNER OF SAID LOT 11; THENCE S86°21'44"E, ALONG THE NORTHERLY LINE OF SAID LOT 11, 186.53 FEET TO THE POINT OF BEGINNING. SAID RIGHT-OF-WAY CONTAINING 762.43 SQ. FT. (0.018 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 46 – Temporary Construction Easement

ALL THAT PART OF LOT 11, SUNSET HILL ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 64, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 11; THENCE S03°41'53"W, ALONG THE EASTERLY LINE OF SAID LOT 11, 4.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S03°41'53"W, ALONG THE EASTERLY LINE OF SAID LOT 11, 11.00 FEET; THENCE N86°21'44"W, 75.00 FEET; THENCE S03°41'53"W, 5.00 FEET; THENCE N86°21'44"W, 111.53 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 11; THENCE N03°41'53"E, ALONG THE WESTERLY LINE OF SAID LOT 11, 10.29 FEET; THENCE N48°38'16"E, 8.08 FEET; THENCE S86°21'44"E, 180.82 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 2593.18 SQ. FT. (0.060 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 47 – Right-of-Way

ALL THAT PART OF LOT 1, SUNSET HILL ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 64, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE S03°41'53"W, ALONG THE EASTERLY LINE OF SAID LOT 1, 4.03 FEET; THENCE N86°25'13"W, 190.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 1; THENCE N03°41'53"E, ALONG THE WESTERLY LINE OF SAID LOT 1, 4.22 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE S86°21'44"E, ALONG THE NORTHERLY LINE OF SAID LOT 1, 190.00 FEET TO THE POINT OF BEGINNING. SAID RIGHT-OF-WAY CONTAINING 783.45 SQ. FT. (0.018 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 47 – Temporary Construction Easement

ALL THAT PART OF LOT 1, SUNSET HILL ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 64, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE S03°41'53"W, ALONG THE EASTERLY LINE OF SAID LOT 1, 4.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S03°41'53"W, ALONG THE EASTERLY LINE OF SAID LOT 1, 38.97 FEET; THENCE N86°21'44"W, 5.00 FEET; THENCE N03°41'53"E, 21.00 FEET; THENCE N86°21'44"W, 35.39 FEET; THENCE N03°38'16"E, 7.00 FEET; THENCE N86°21'44"W, 81.60 FEET; THENCE N03°41'53"E, 3.00 FEET; THENCE N86°21'44"W, 68.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 1; THENCE N03°41'53"E, ALONG THE WESTERLY LINE OF SAID LOT 1, 7.78 FEET; THENCE S86°25'13"E, 190.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 2250.29 SQ. FT. (0.052 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 48 – Permanent Drainage Easement

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 46 NORTH, RANGE 33 WEST, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON BAR AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE S02°43'45"W, ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, 307.31 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF HWY 71 AS NOW ESTABLISHED; THENCE N47°46'11"E, ALONG SAID EASTERLY RIGHT-OF-WAY OF HWY 71, 324.90 FEET; THENCE S89°52'40"E, ALONG SAID EASTERLY RIGHT-OF-WAY OF HWY 71, 86.61 FEET TO A FOUND 1-INCH IRON PIPE; THENCE N88°37'26"E, 321.55 FEET; THENCE N87°59'15"E, 97.31 FEET; THENCE S86°25'13"E, 57.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S86°25'13"E, 34.89 FEET; THENCE S03°34'47"W, 25.00 FEET; THENCE N86°25'13"W, 34.89 FEET; THENCE N03°34'47"E, 25.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINING 872.14 SQ. FT. (0.020 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 48 – Right-of-Way

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 46 NORTH, RANGE 33 WEST, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON BAR AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE S02°43'45"W, ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, 307.31 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF HWY 71 AS NOW ESTABLISHED; THENCE N47°46'11"E, ALONG SAID EASTERLY RIGHT-OF-WAY OF HWY 71, 324.90 FEET; THENCE S89°52'40"E, 86.61 FEET TO A FOUND 1-INCH IRON PIPE; THENCE N88°37'26"E, 321.55 FEET; THENCE N87°59'15"E, 97.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N87°59'15"E, 3.19 FEET; THENCE S87°13'15"E, ALONG THE SOUTHERLY RIGHT-OF-WAY OF 155TH STREET AS NOW ESTABLISHED, 297.26 FEET; THENCE S86°21'44"E, ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID 155TH STREET, 240.43 FEET TO THE NORTHWEST CORNER OF SUNSET HILLS ADDITION, A PLATTED SUBDIVISION IN THE CITY OF BELTON, CASS COUNTY, MISSOURI IN PLAT BOOT 2, PAGE 64; THENCE S03°41'53"W, ALONG SAID WESTERLY LINE, 4.22 FEET; THENCE N86°25'13"W, 540.82 FEET TO THE POINT OF BEGINNING. SAID RIGHT-OF-WAY CONTAINING 1753.80 SQ. FT. (0.040 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 48 – Temporary Construction Easement

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 46 NORTH, RANGE 33 WEST, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING 5/8-INCH IRON BAR AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE S02°43'45"W, ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, 307.31 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF HWY 71 AS NOW ESTABLISHED; THENCE N47°46'11"E, ALONG SAID EASTERLY RIGHT-OF-WAY OF HWY 71, 324.90 FEET; THENCE S89°52'40"E, 86.61 FEET TO A FOUND 1-INCH IRON PIPE; THENCE N88°37'26"E, 321.55 FEET TO THE POINT OF BEGINNING; THENCE N87°59'15"E, 97.31 FEET; THENCE S86°25'13"E, 57.21 FEET; THENCE S03°34'47"W, 25.00 FEET; THENCE S86°25'13"E, 34.89 FEET; THENCE N03°34'47"E, 25.00 FEET; THENCE S86°25'13"E, 448.73 FEET TO A POINT ON THE WEST PLAT LINE OF SUNSET HILLS ADDITION, A PLATTED SUBDIVISION IN THE CITY OF BELTON, CASS COUNTY, MISSOURI IN PLAT BOOK 2, PAGE 64; THENCE S03°41'53"W, ALONG SAID WESTERLY LINE, 5.78 FEET; THENCE N86°21'44"W 208.00 FEET; THENCE S03°41'53"W, 18.00 FEET; THENCE N86°21'44"W, 35.00 FEET; THENCE N03°41'53"E, 15.06 FEET; THENCE S85°08'24"W, 21.04 FEET; THENCE S79°14'17"W, 51.16 FEET; THENCE S89°17'37"W, 76.73 FEET; THENCE N85°19'13"W, 25.76 FEET; THENCE S84°16'01"W, 49.12 FEET; THENCE N85°50'49"W, 18.20 FEET; THENCE N49°51'54"W, 27.55 FEET; THENCE N75°23'23"W, 36.79 FEET; THENCE N77°41'58"W, 25.29 FEET; THENCE S85°27'32"W, 47.83 FEET; THENCE S71°22'11"W, 26.76 FEET; THENCE N03°41'53"E, 17.35 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 9643.80 SQ. FT. (0.221 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 49 – Temporary Construction Easement

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 46 NORTH, RANGE 33 WEST, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

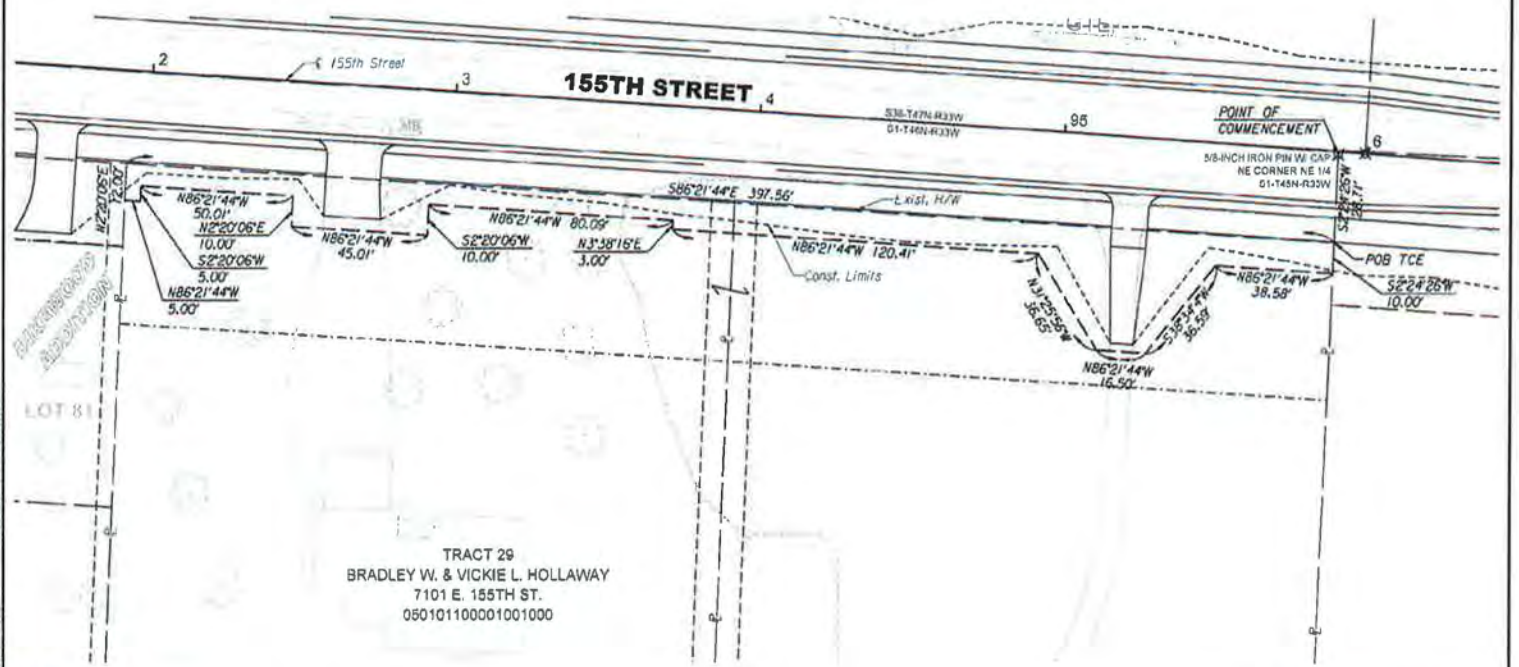
COMMENCING AT A 5/8-INCH IRON BAR AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE S02°43'45"W, ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, 307.31 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF HWY 71 AS NOW ESTABLISHED; THENCE N47°46'11"E, ALONG SAID EASTERLY RIGHT-OF-WAY OF HWY 71, 324.90 FEET; THENCE S89°52'40"E, ALONG SAID EASTERLY RIGHT-OF-WAY OF HWY 71, 86.61 FEET TO A FOUND 1-INCH PIPE; THENCE N88°37'26"E, 294.30 FEET TO THE POINT OF BEGINNING; THENCE CONTUINING N88°37'26"E, 27.25 FEET; THENCE S03°41'53"W, 17.35 FEET; THENCE S50°08'33"W, 37.34 FEET; THENCE N03°34'47"E, 40.66 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 786.63 SQ. FT. (0.018 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Exhibit B

Drawings

Tracts 29-49 attached.

**TRACT 29
7101 E. 155TH ST**



TRACT 29
BRADLEY W. & VICKIE L. HOLLAWAY
7101 E. 155TH ST.
050101100001001000

- LEGEND**
- ROW = RIGHT-OF-WAY
 - PUE = PERMANENT UTILITY EASEMENT
 - TCE = TEMPORARY CONSTRUCTION EASEMENT
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - TABULATION OF AREAS**
 - ROW = N/A
 - PUE = N/A
 - TCE = 5035.8 SQ. FT.



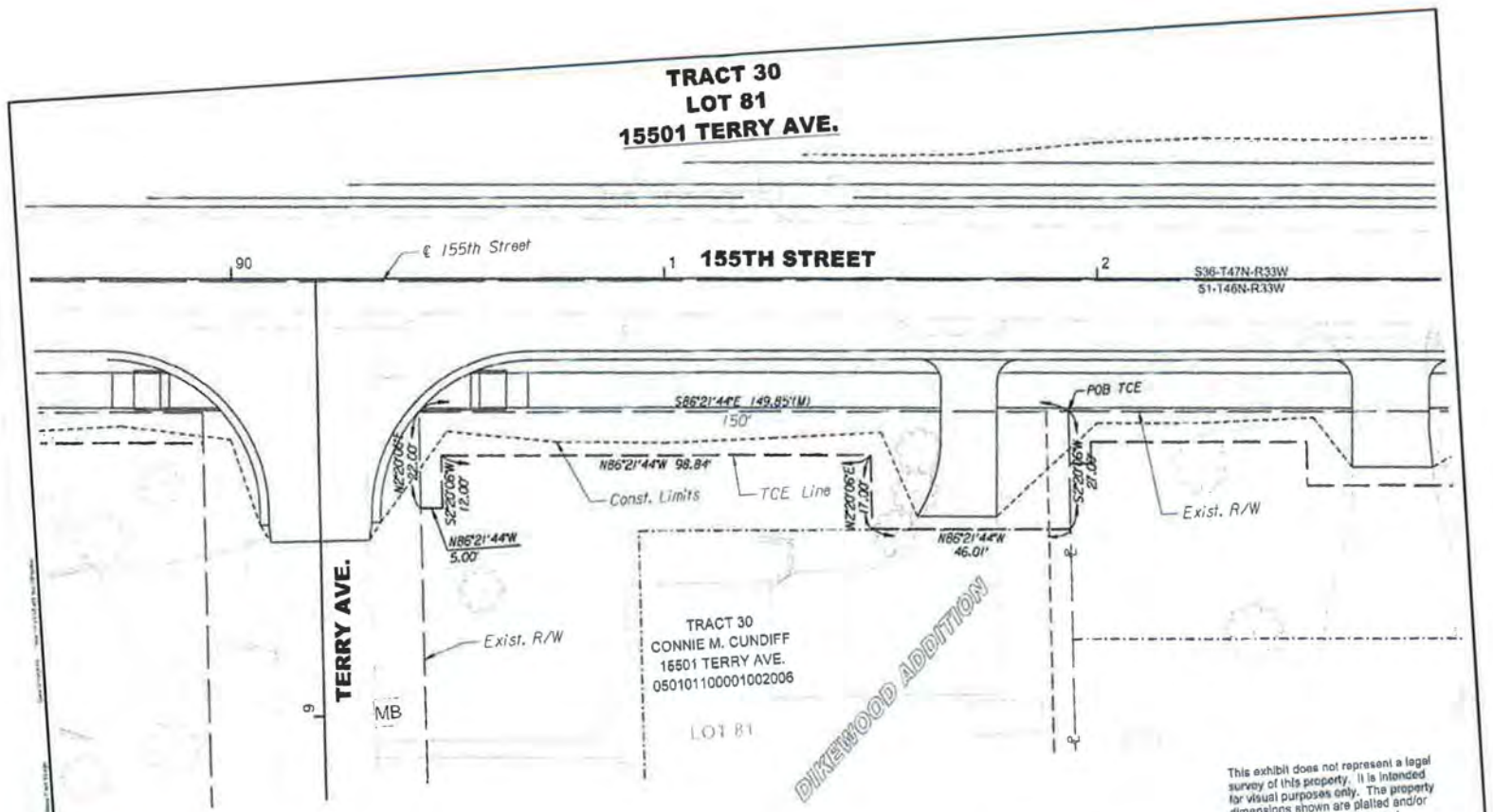
This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are platted and/or deeded dimensions and are not measured dimensions.

WILSON & COMPANY
301 EAST VESTER FERRAGE, SUITE 200
ANNAND CITY, MO 64411
918-421-8100

CITY OF RELTON, MISSOURI
CASS COUNTY, MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(408)

PROJECT NO. 14-160-304-00 (DATE: 6/18/2015)
**TRACT 29
LEGAL EXHIBIT MAP**

**TRACT 30
LOT 81
15501 TERRY AVE.**



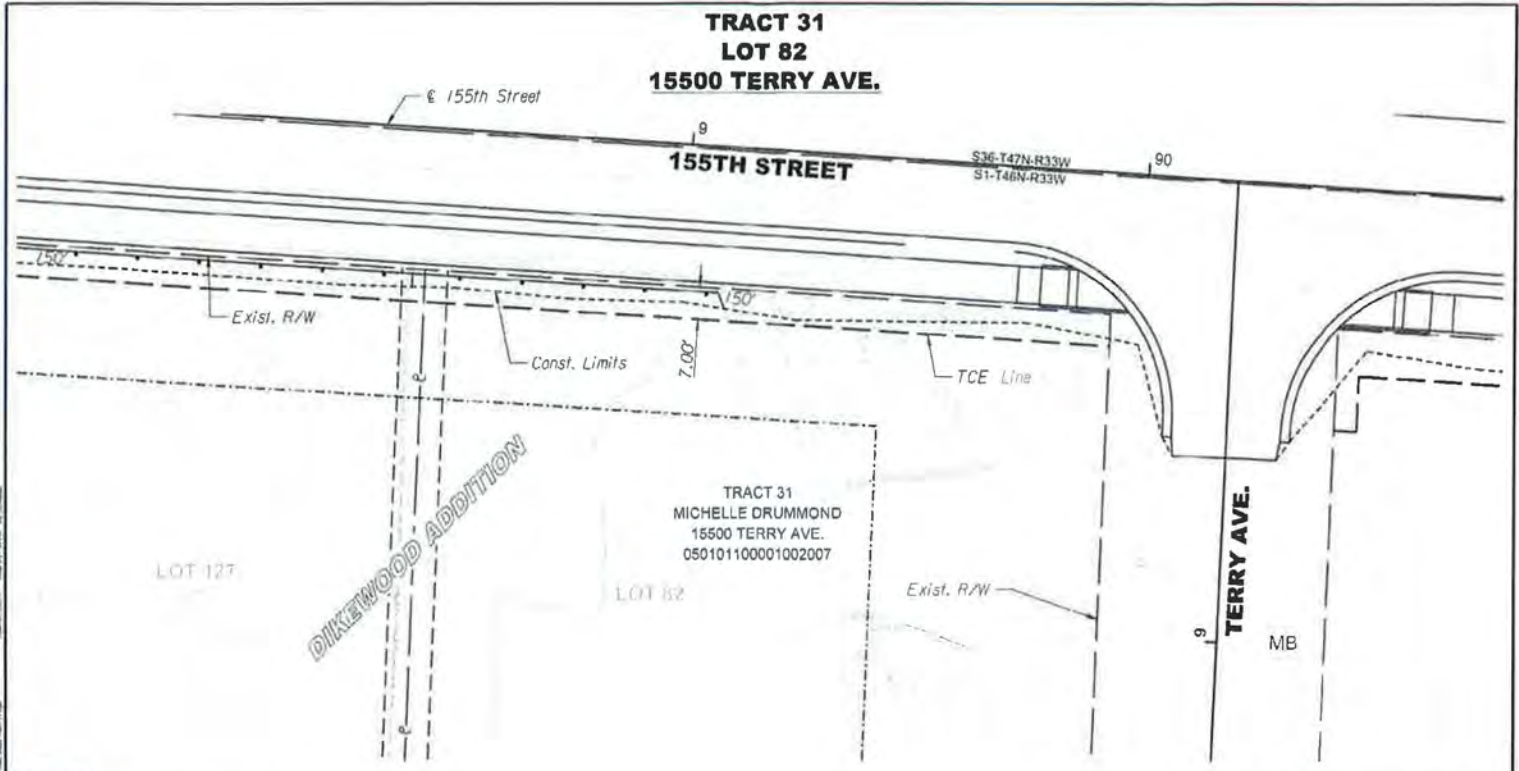
LEGEND
 ROW = RIGHT-OF-WAY
 PUE = PERMANENT UTILITY EASEMENT
 TCE = TEMPORARY CONSTRUCTION EASEMENT
 POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
TABULATION OF AREAS
 ROW = N/A
 PUE = N/A
 TCE = 2340.72 SQ. FT.



This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are plotted and/or deeded dimensions and are not measured dimensions.

<p>WILSON & COMPANY 800 EAST 135TH STREET, SUITE 100 WARRICK CITY, MO 64151 816-251-2148</p>	<p>CITY OF BELTON, MISSOURI CASS COUNTY, MISSOURI 155TH ST. WIDENING IMPROVEMENTS PROJECT NO. 8TP 3322(409)</p>	<p>PROJECT NO. 14-100-504-00 DATE 6/18/2015</p>
	<p>TRACT 30 LEGAL EXHIBIT MAP</p>	

**TRACT 31
LOT 82
15500 TERRY AVE.**



TRACT 31
MICHELLE DRUMMOND
15500 TERRY AVE.
050101100001002007

DIKEWOOD ADDITION

- LEGEND**
- ROW = RIGHT-OF-WAY
 - PUE = PERMANENT UTILITY EASEMENT
 - TCE = TEMPORARY CONSTRUCTION EASEMENT
- PUB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
- TABULATION OF AREAS**
- ROW = N/A
 - PUE = N/A
 - TCE = 1050 SQ. FT.



This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are platted and/or deduced dimensions and are not measured dimensions.

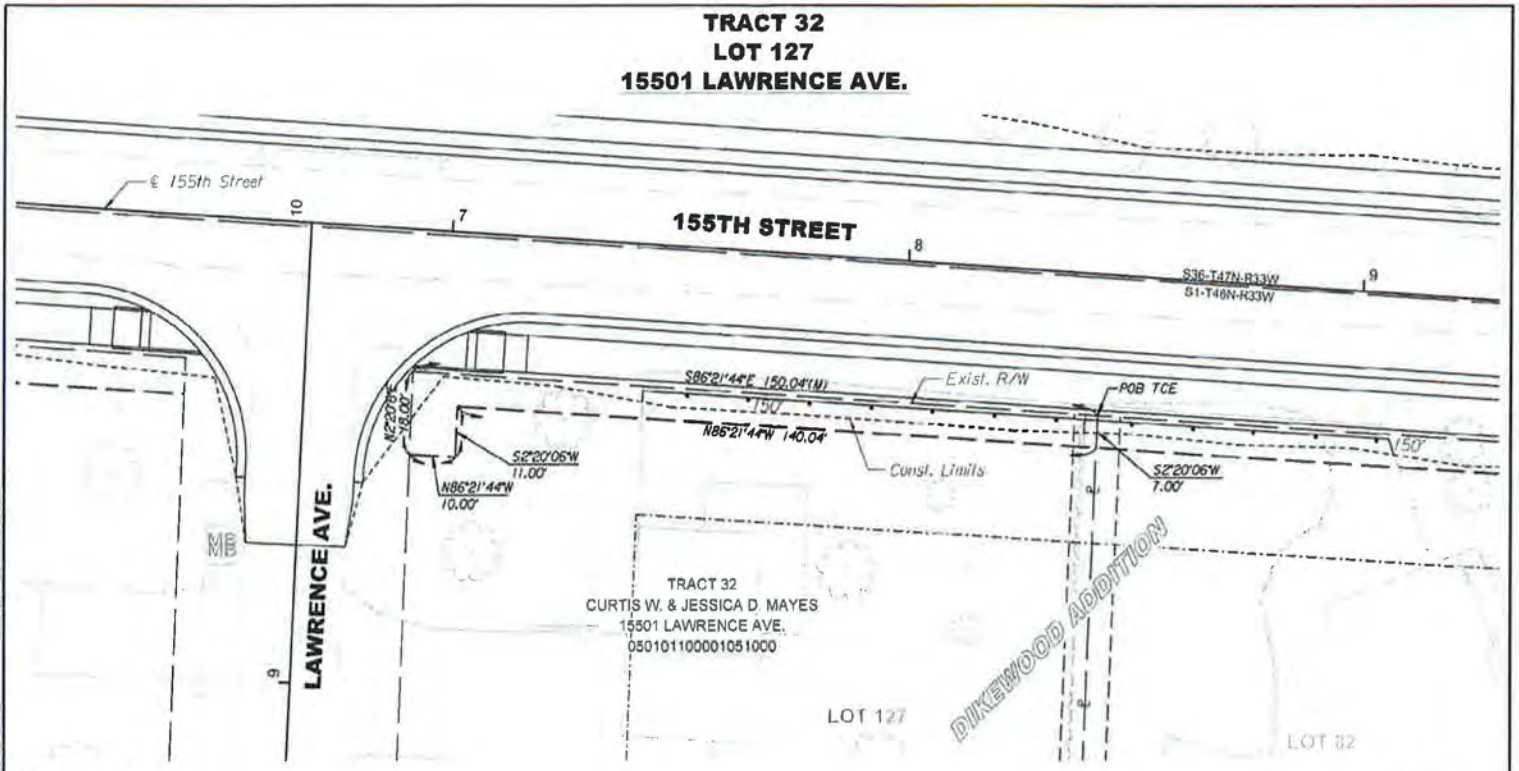
WILSON & COMPANY
AN EQUAL OPPORTUNITY FIRM
KANSAS CITY, MO 64111
816-751-0100

CITY OF BELTON, MISSOURI
CASS COUNTY, MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(40B)

PROJECT NO 14-100-504-00 | DATE 6/1/2015

**TRACT 31
LEGAL EXHIBIT MAP**

**TRACT 32
LOT 127
15501 LAWRENCE AVE.**



LEGEND

- ROW = RIGHT-OF-WAY
- PUE = PERMANENT UTILITY EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

TABULATION OF AREAS

ROW = N/A
PUE = N/A
TCE = 1180.30 SQ. FT.



WILSON & COMPANY
300 EAST 108TH TERRACE, SUITE 200
KANSAAS CITY, MO 64151
816-951-3100

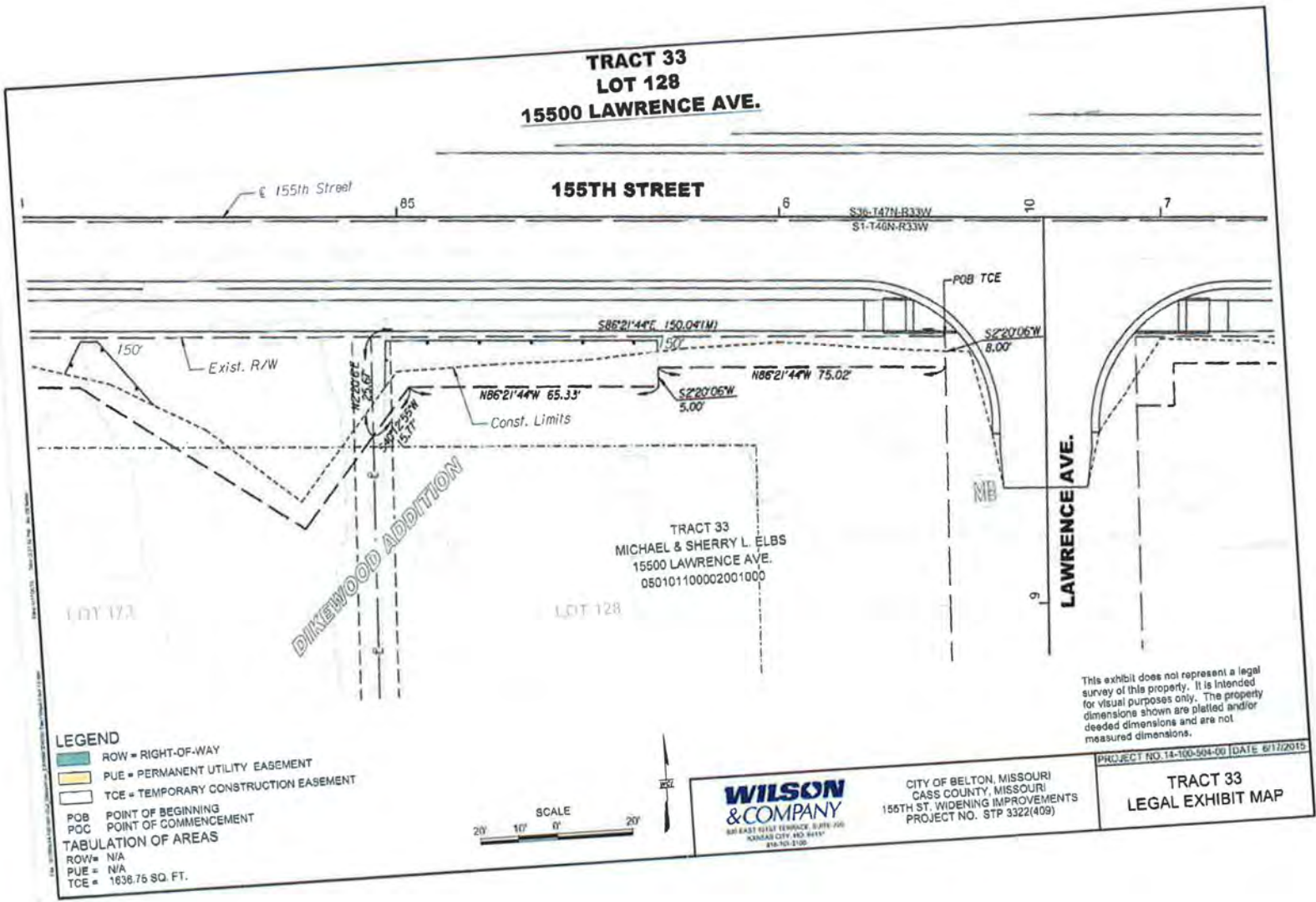
CITY OF BELTON, MISSOURI
CASS COUNTY, MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(409)

PROJECT NO. 14-100-504-00 | DATE 6/18/2015

**TRACT 32
LEGAL EXHIBIT MAP**

This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are platted and/or deeded dimensions and are not measured dimensions.

**TRACT 33
LOT 128
15500 LAWRENCE AVE.**



LEGEND
 ROW = RIGHT-OF-WAY
 PUE = PERMANENT UTILITY EASEMENT
 TCE = TEMPORARY CONSTRUCTION EASEMENT
 POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
TABULATION OF AREAS
 ROW = N/A
 PUE = N/A
 TCE = 1638.75 SQ. FT.



WILSON & COMPANY
 841 EAST 93RD TERRACE SUITE 100
 KANSAS CITY, MO. 64114
 816-761-3100

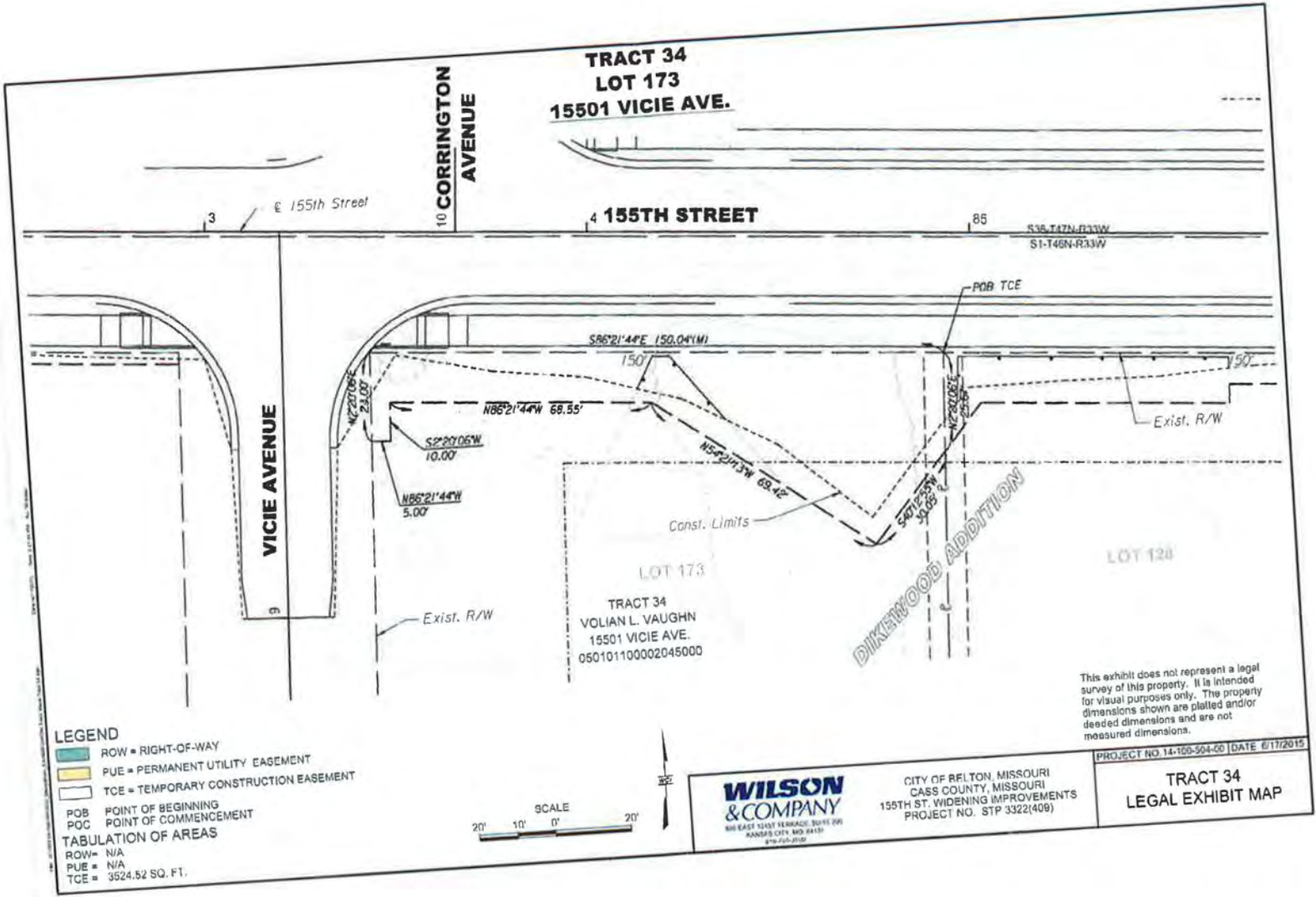
CITY OF BELTON, MISSOURI
 CASS COUNTY, MISSOURI
 155TH ST. WIDENING IMPROVEMENTS
 PROJECT NO. STP 3322(409)

PROJECT NO. 14-100-504-00 DATE 6/17/2015

**TRACT 33
LEGAL EXHIBIT MAP**

This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are plotted and/or deduced dimensions and are not measured dimensions.

**TRACT 34
LOT 173
15501 VICIE AVE.**



LEGEND

- ROW = RIGHT-OF-WAY
- PUE = PERMANENT UTILITY EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- TABULATION OF AREAS**
- ROW= N/A
- PUE = N/A
- TCE = 3524.52 SQ. FT.



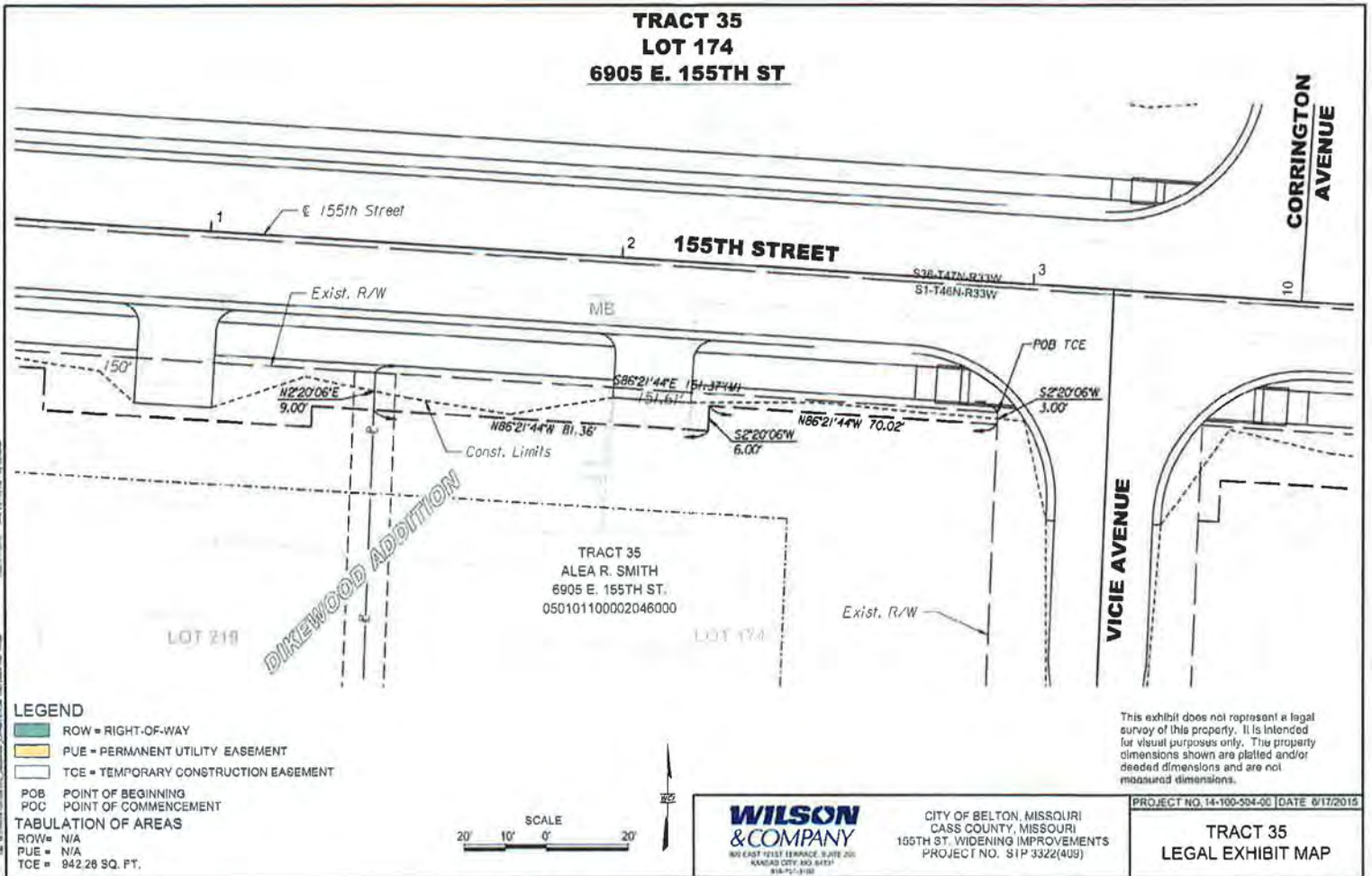
WILSON & COMPANY
SURVEYORS
100 EAST 134TH STREET, SUITE 200
MANASSAS, VA 20108
(703) 764-2100

CITY OF BELTON, MISSOURI
CASS COUNTY, MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(408)

PROJECT NO. 14-100-504-00 | DATE 6/17/2015

**TRACT 34
LEGAL EXHIBIT MAP**

**TRACT 35
LOT 174
6905 E. 155TH ST**



LEGEND

- ROW = RIGHT-OF-WAY
- PUE = PERMANENT UTILITY EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

TABULATION OF AREAS

ROW = N/A
PUE = N/A
TCE = 942.26 SQ. FT.



This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are platted and/or deeded dimensions and are not measured dimensions.

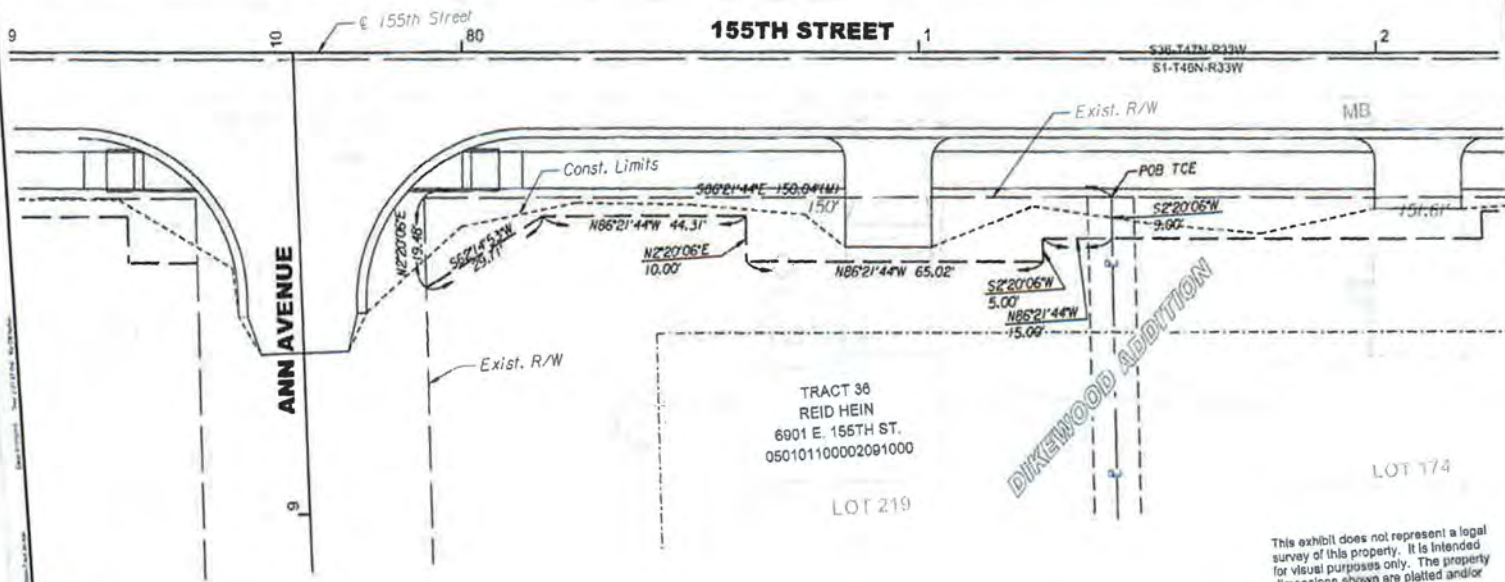
WILSON & COMPANY
SURVEYORS
150 EAST FIRST TERRACE, SUITE 200
KANAS CITY, MO 64101
816-751-1100

CITY OF BELTON, MISSOURI
CASS COUNTY, MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. S1P 332(409)

PROJECT NO. 14-100-504-00 [DATE 6/17/2015]

**TRACT 35
LEGAL EXHIBIT MAP**

**TRACT 36
LOT 219
6901 E. 155TH ST**



LEGEND

- ROW = RIGHT-OF-WAY
 - PUE = PERMANENT UTILITY EASEMENT
 - TCE = TEMPORARY CONSTRUCTION EASEMENT
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
- TABULATION OF AREAS**
- ROW = N/A
 - PUE = N/A
 - TCE = 1524.26 SQ. FT.



WILSON & COMPANY
 800 EAST 101ST TERRACE, SUITE 200
 KANSAS CITY, MO. 64114
 816-271-2700

CITY OF BELTON, MISSOURI
 CASS COUNTY, MISSOURI
 155TH ST. WIDENING IMPROVEMENTS
 PROJECT NO. STP 3322(409)

PROJECT NO. 14-100-504-00 | DATE 6/17/2019

**TRACT 36
LEGAL EXHIBIT MAP**

This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are plotted and/or deduced dimensions and are not measured dimensions.

**TRACT 37
LOT 220
15500 ANN AVE.**



LEGEND

- ROW = RIGHT-OF-WAY
- PUE = PERMANENT UTILITY EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

TABULATION OF AREAS

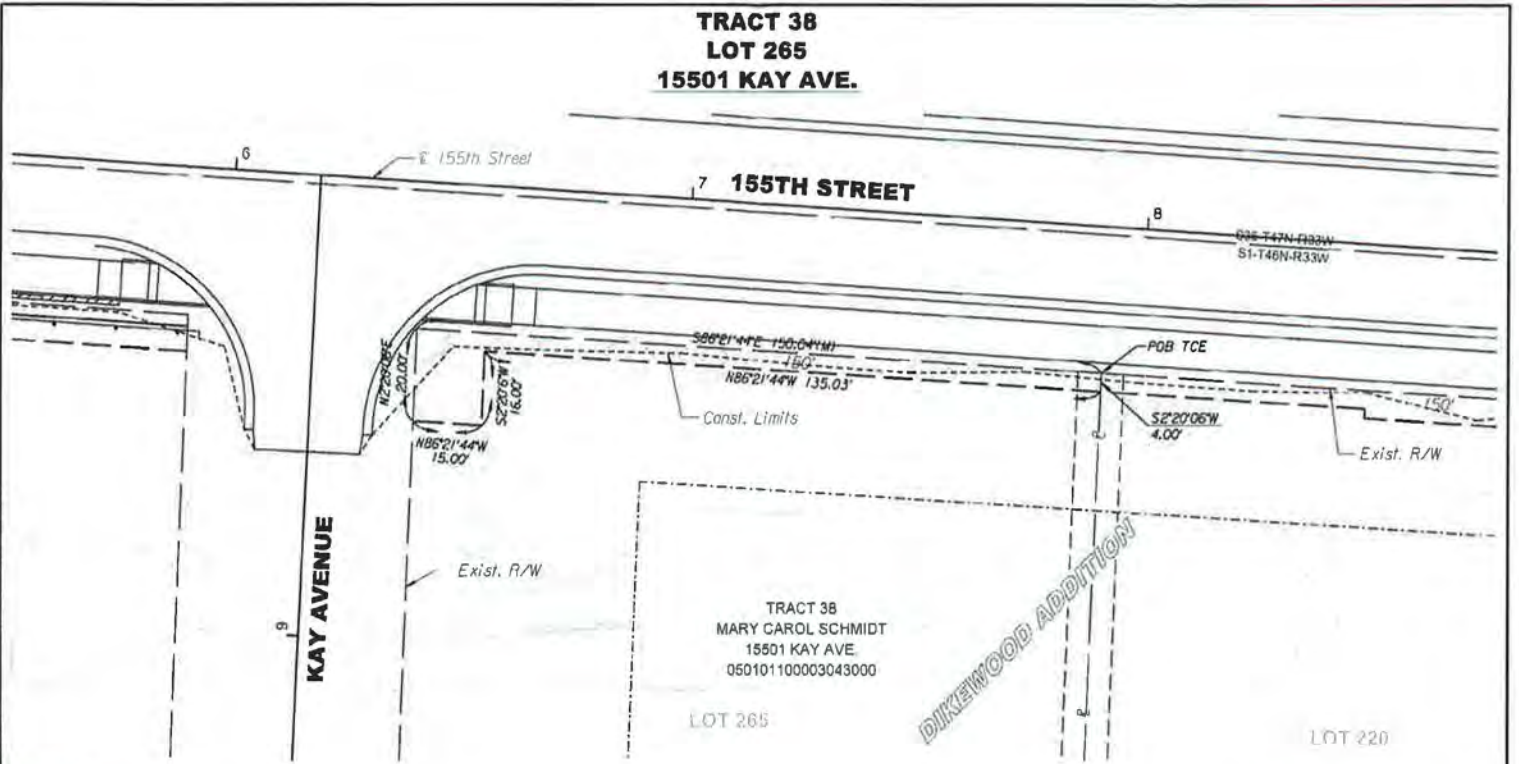
ROW = N/A
PUE = N/A
TCE = 850.22 SQ. FT.

This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are platted and/or deeded dimensions and are not measured dimensions.

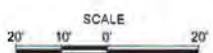
WILSON & COMPANY
SURVEYORS
CITY OF BELTON, MISSOURI
CASS COUNTY, MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(408)

PROJECT NO. 14-100-564-00 | DATE 6/17/2015
**TRACT 37
LEGAL EXHIBIT MAP**

**TRACT 38
LOT 265
15501 KAY AVE.**



LEGEND
 ROW = RIGHT-OF-WAY
 PUE = PERMANENT UTILITY EASEMENT
 TCE = TEMPORARY CONSTRUCTION EASEMENT
 POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
TABULATION OF AREAS
 ROW = N/A
 PUE = N/A
 TCE = 840.22 SQ. FT.



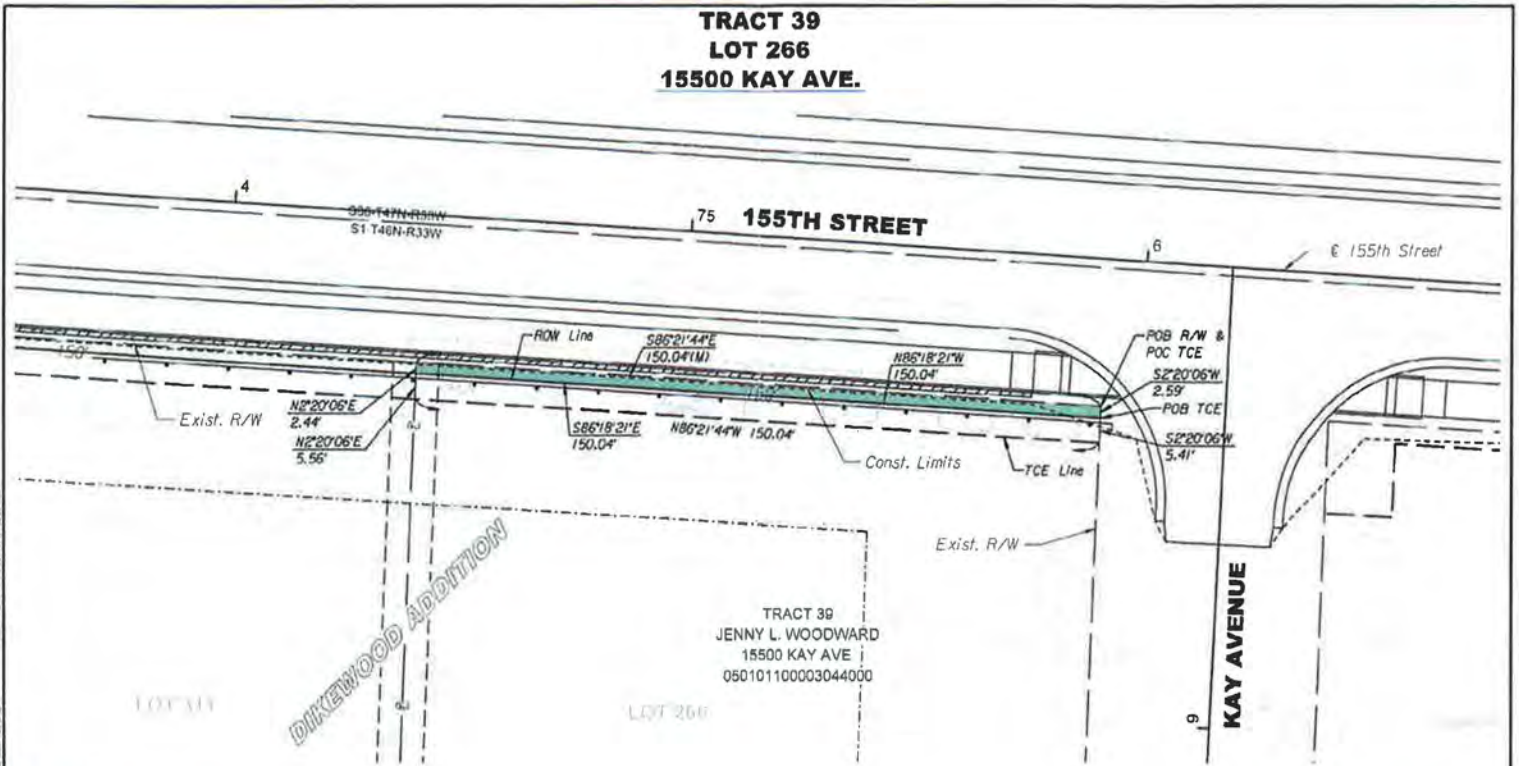
WILSON & COMPANY
 REAL ESTATE CONSULTANTS
 155 EAST 103RD TERRACE, SUITE 200
 KANSAS CITY, MO 64114
 816-752-1100

CITY OF BELTON, MISSOURI
 CASS COUNTY, MISSOURI
 155TH ST. WIDENING IMPROVEMENTS
 PROJECT NO. STP 3322(409)

PROJECT NO. 14-100-554-00 | DATE 6/17/2015
**TRACT 38
LEGAL EXHIBIT MAP**

This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are platted and/or measured dimensions and are not measured dimensions.

**TRACT 39
LOT 266
15500 KAY AVE.**



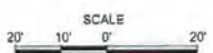
LEGEND

- ROW = RIGHT-OF-WAY
- PUE = PERMANENT UTILITY EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

TABULATION OF AREAS

ROW = 376.91 SQ. FT.
PUE = N/A
TCE = 823.40 SQ. FT.



This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are platted and/or deeded dimensions and are not measured dimensions.

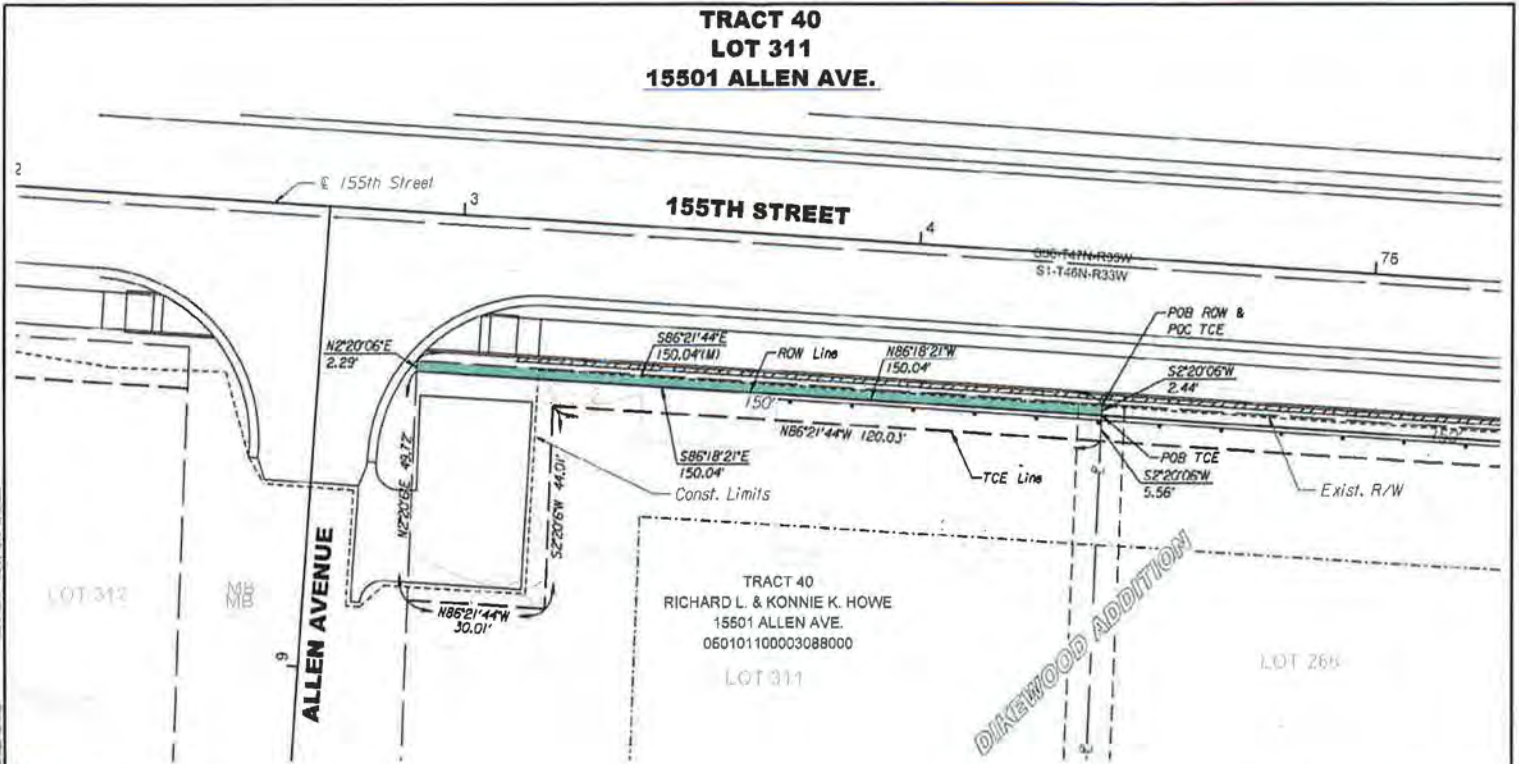
WILSON & COMPANY
1011 EAST FIRST TERRACE, SUITE 200
KANSAS CITY, MO 64101
© 1974-2010

CITY OF BELTON, MISSOURI
CASS COUNTY, MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(409)

PROJECT NO. 14-100-504-00 [DATE: 6/17/2015]

**TRACT 39
LEGAL EXHIBIT MAP**

**TRACT 40
LOT 311
15501 ALLEN AVE.**



LEGEND
 ROW = RIGHT-OF-WAY
 PUE = PERMANENT UTILITY EASEMENT
 TCE = TEMPORARY CONSTRUCTION EASEMENT

POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT

TABULATION OF AREAS
 ROW = 354.75 SQ. FT.
 PUE = N/A
 TCE = 2165.90 SQ. FT.



DIXIEWOOD ADDITION

This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are platted and/or deeded dimensions and are not measured dimensions.

WILSON & COMPANY
 SURVEYORS
 101 EAST 131ST TERRACE, SUITE 200
 KANSAS CITY, MO 64117
 816.751.1100

CITY OF BELTON, MISSOURI
 CASS COUNTY MISSOURI
 155TH ST. WIDENING IMPROVEMENTS
 PROJECT NO. STP 3322(409)

PROJECT NO. 14-100-504-00 [DATE 6/17/2015]
**TRACT 40
LEGAL EXHIBIT MAP**

**TRACT 41
LOT 312
15500 ALLEN AVE.**



TRACT 41
PATRICK CLARK RAY JR
15500 ALLEN AVE.
050101100004001000

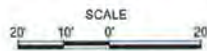
SUNSET HILL
ADDITION

DIKEWOOD
ADDITION

Exist. R/W

9 ALLEN AVE.

- LEGEND**
- ROW = RIGHT-OF-WAY
 - PUE = PERMANENT UTILITY EASEMENT
 - TCE = TEMPORARY CONSTRUCTION EASEMENT
- POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
- TABULATION OF AREAS**
- ROW= N/A
PUE = N/A
TCE = 2406.30 SQ. FT.



This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are plotted and/or deeded dimensions and are not measured dimensions.

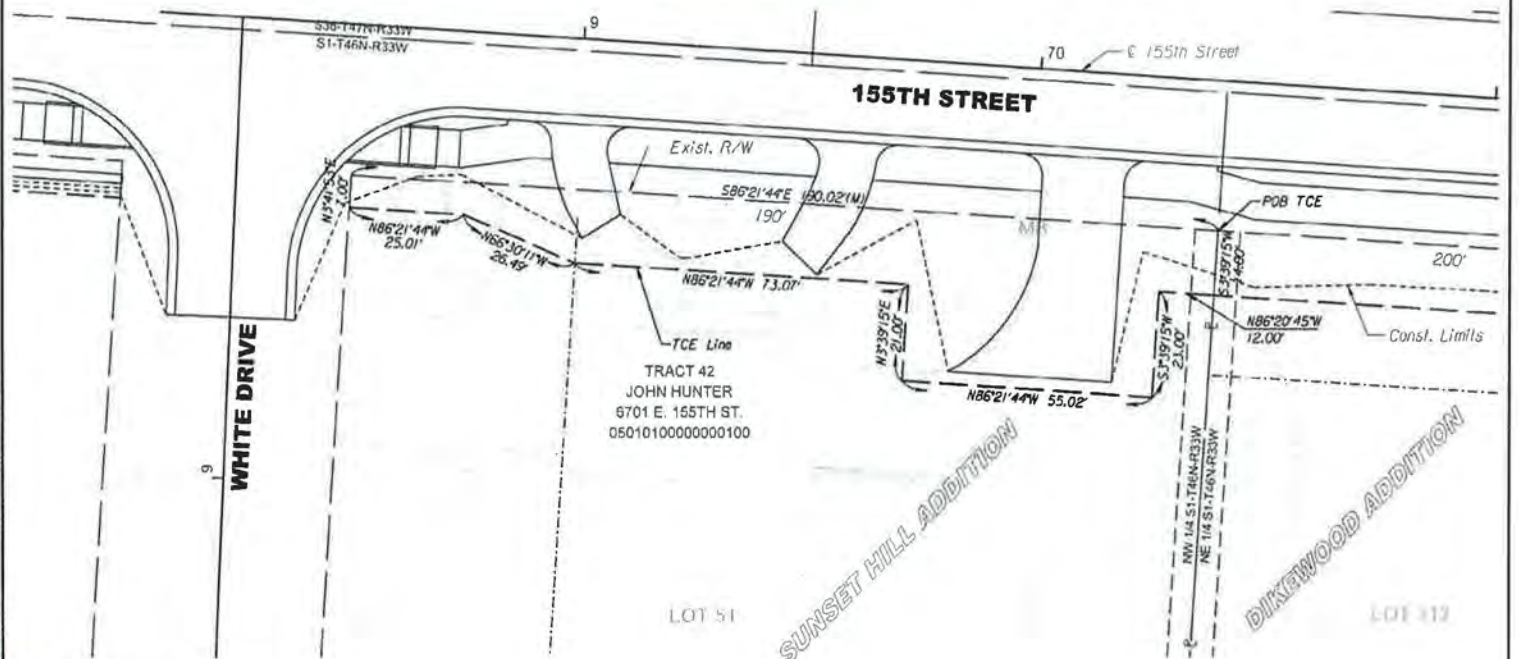
WILSON & COMPANY
SURVEYING & ENGINEERING
110 EAST 111ST TERRACE, SUITE 200
KANSAAS CITY, MO 64111
816-753-3100

CITY OF BELTON, MISSOURI
CASS COUNTY MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(408)

PROJECT NO. 14-100-304-00 | DATE 8/17/2015

**TRACT 41
LEGAL EXHIBIT MAP**

**TRACT 42
LOT 51
6701 E. 155TH ST.**



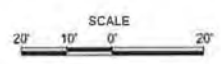
LEGEND

- ROW = RIGHT-OF-WAY
- PUE = PERMANENT UTILITY EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

TABULATION OF AREAS

ROW = N/A
PUE = N/A
TCE = 3834.55 SQ. FT.



SUNSET HILL ADDITION

DIXWOOD ADDITION

This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are plotted and/or deeded dimensions and are not measured dimensions.

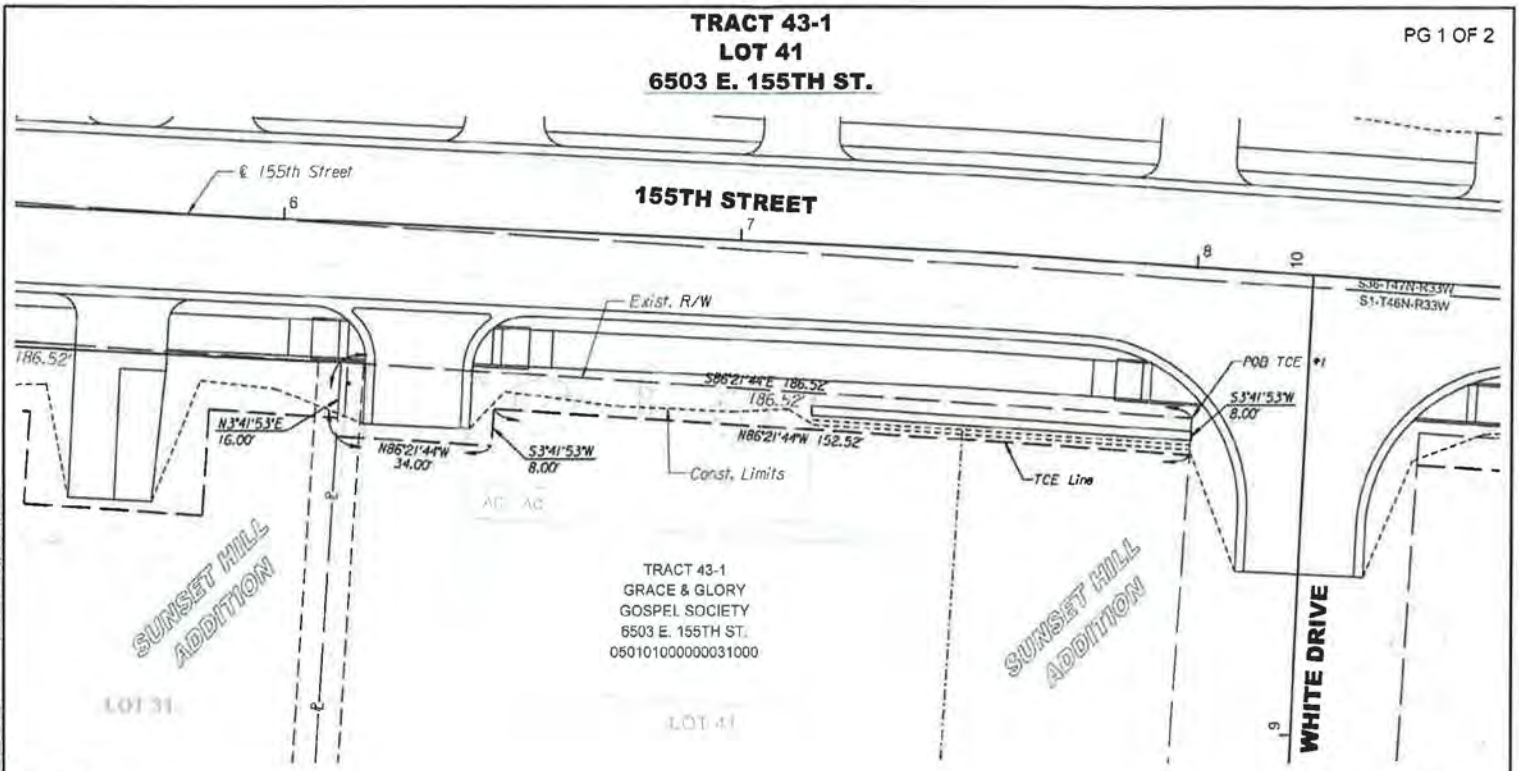
WILSON & COMPANY
689 EAST 181ST TERRACE, SUITE 200
KANSAS CITY, MO 64131
(816) 251-1200

CITY OF BELTON, MISSOURI
CASS COUNTY MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(409)

PROJECT NO. 14-100-504-00 | DATE: 8/17/2013

**TRACT 42
LEGAL EXHIBIT MAP**

**TRACT 43-1
LOT 41
6503 E. 155TH ST.**



TRACT 43-1
GRACE & GLORY
GOSPEL SOCIETY
6503 E. 155TH ST.
050101000000031000

SUNSET HILL
ADDITION

SUNSET HILL
ADDITION

WHITE DRIVE

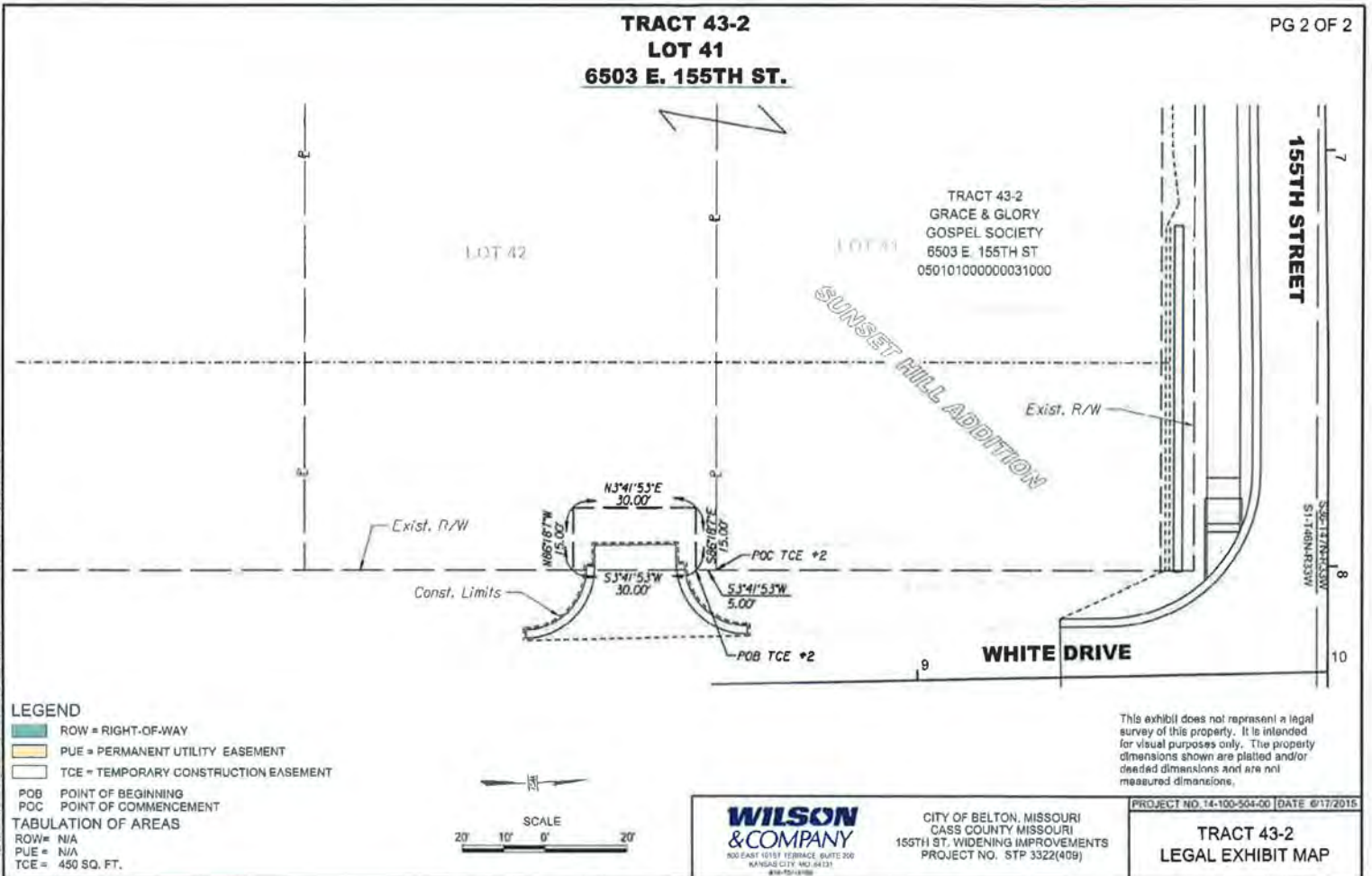
LEGEND
 ROW = RIGHT-OF-WAY
 PUE = PERMANENT UTILITY EASEMENT
 TCE = TEMPORARY CONSTRUCTION EASEMENT
 POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
TABULATION OF AREAS
 ROW= N/A
 PUE = N/A
 TCE = 1764.16 SQ. FT.



This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. True property dimensions shown are platted and/or deeded dimensions and are not measured dimensions.

 WILSON & COMPANY <small>909 EAST 101ST TERRACE SUITE 200 KANSAS CITY, MO 64131 816-721-3338</small>	CITY OF BELTON, MISSOURI CASS COUNTY MISSOURI 155TH ST. WIDENING IMPROVEMENTS PROJECT NO. STP 3522(409)	PROJECT NO. 14-100-504-00 DATE 8/17/2015
	TRACT 43-1 LEGAL EXHIBIT MAP	

**TRACT 43-2
LOT 41
6503 E. 155TH ST.**



LEGEND

- ROW = RIGHT-OF-WAY
- PUE = PERMANENT UTILITY EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

TABULATION OF AREAS

ROW= N/A
PUE = N/A
TCE = 450 SQ. FT.

This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are plotted and/or deeded dimensions and are not measured dimensions.

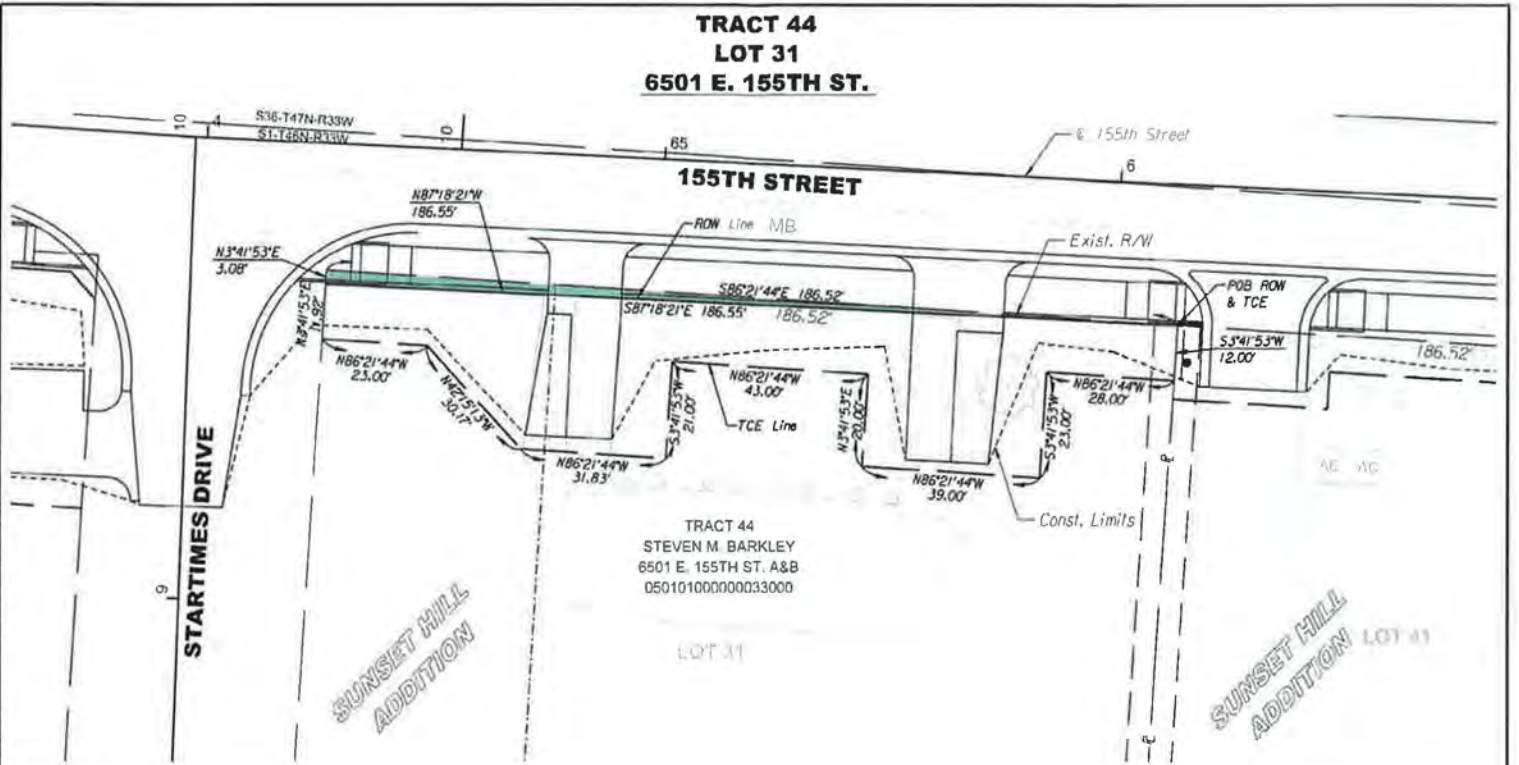
WILSON & COMPANY
 800 EAST 101ST TERRACE, SUITE 300
 KANSAS CITY, MO 64131
 (816) 751-1100

CITY OF BELTON, MISSOURI
 CASS COUNTY, MISSOURI
 155TH ST. WIDENING IMPROVEMENTS
 PROJECT NO. STP 3322(409)

PROJECT NO. 14-100-504-00 | DATE 6/17/2015

**TRACT 43-2
LEGAL EXHIBIT MAP**

**TRACT 44
LOT 31
6501 E. 155TH ST.**



TRACT 44
STEVEN M. BARKLEY
6501 E. 155TH ST. A&B
050101000000033000

LOT 31

LEGEND
 ROW = RIGHT-OF-WAY
 PUE = PERMANENT UTILITY EASEMENT
 TCE = TEMPORARY CONSTRUCTION EASEMENT
 POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
TABULATION OF AREAS
 ROW = 288.08 SQ. FT.
 PUE = N/A
 TCE = 4101.93 SQ. FT.



This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are plotted and/or deduced dimensions and are not measured dimensions.

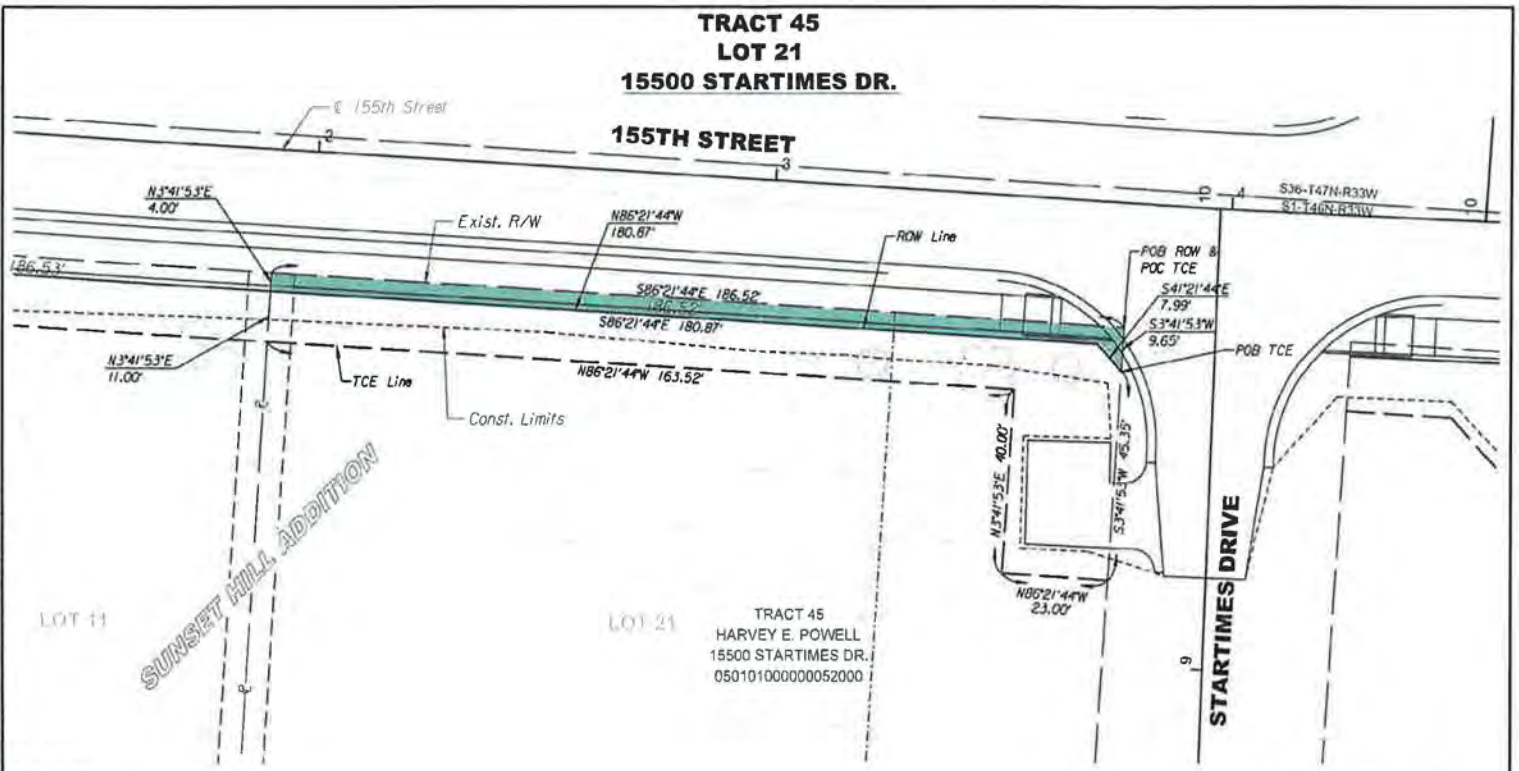
WILSON & COMPANY
 801 EAST 103RD TERRACE, SUITE 100
 KANSAS CITY, MO 64131
 816-881-2100

CITY OF BELTON, MISSOURI
 CASS COUNTY, MISSOURI
 155TH ST. WIDENING IMPROVEMENTS
 PROJECT NO. STP 3322(408)

PROJECT NO. 14-109-504-00 | DATE: 8/17/2015

**TRACT 44
LEGAL EXHIBIT MAP**

**TRACT 45
LOT 21
15500 STARTIMES DR.**



LEGEND

- ROW = RIGHT-OF-WAY
- PUE = PERMANENT UTILITY EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

TABULATION OF AREAS

ROW= 782.04 SQ. FT.
PUE = N/A
TCE = 2955.76 SQ. FT.



This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are plotted and/or cleared dimensions and are not measured dimensions.

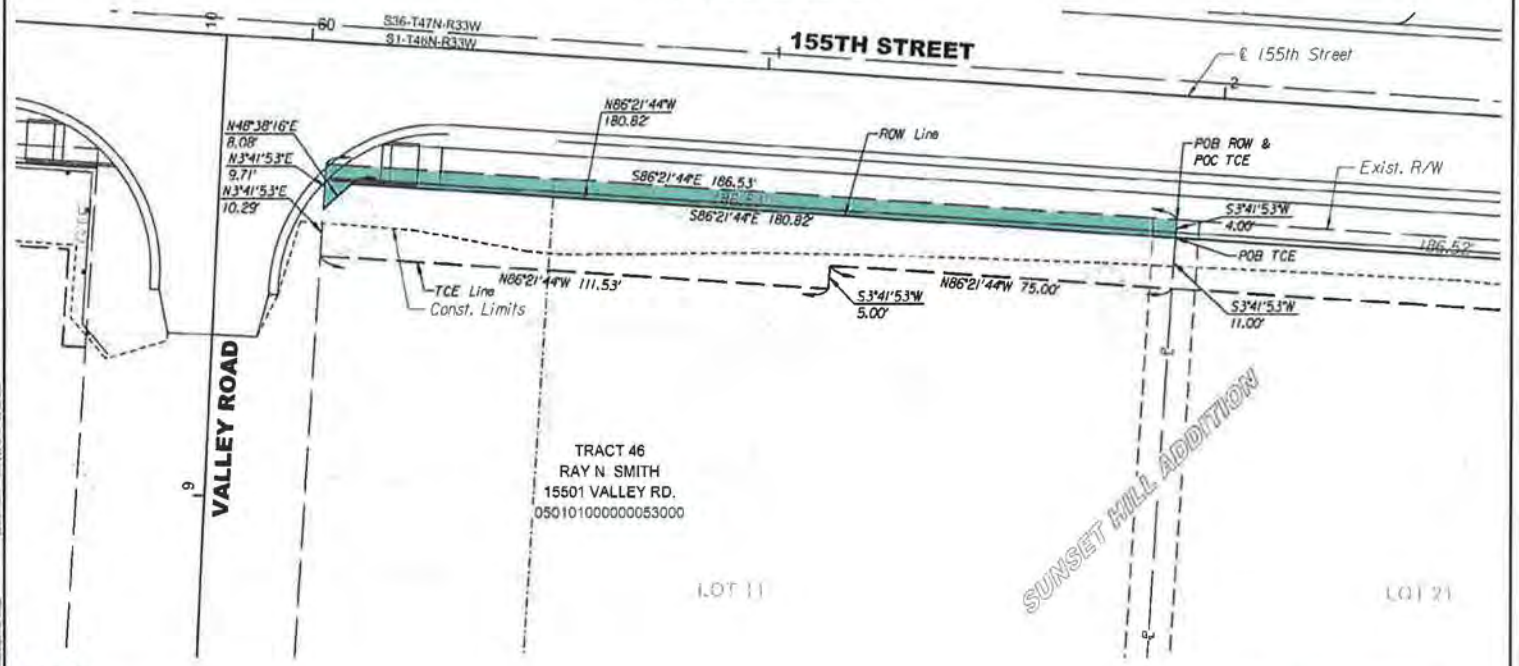
WILSON & COMPANY
SURVEYING & ENGINEERING
100 EAST WHEEL TERRACE SUITE 100
KANWATE CITY, MO 64131
816-721-2300

CITY OF BELTON, MISSOURI
CASS COUNTY MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(409)

PROJECT NO. 14-100-504-00 DATE 6/17/2015

**TRACT 45
LEGAL EXHIBIT MAP**

**TRACT 46
LOT 11
15501 VALLEY RD.**



LEGEND

- ROW = RIGHT-OF-WAY
- PUE = PERMANENT UTILITY EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

TABULATION OF AREAS

ROW= 762.43 SQ. FT.
PUE = N/A
TCE = 2593.18 SQ. FT.



WILSON & COMPANY
SURVEYORS
200 EAST 105th STREET, SUITE 100
KANSAS CITY, MO 64131
816-424-2100

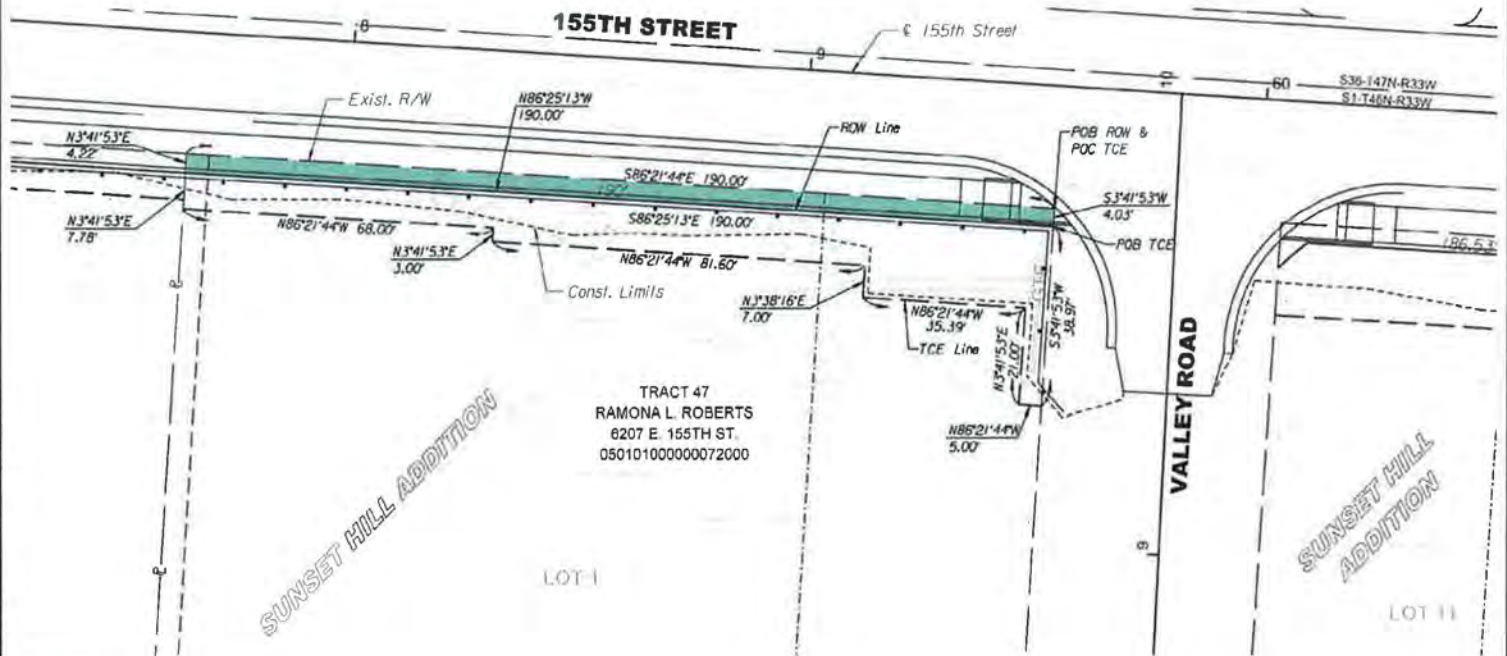
CITY OF BELTON, MISSOURI
CASS COUNTY MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(409)

PROJECT NO. 14-100-504-00 | DATE 6/17/2015

**TRACT 46
LEGAL EXHIBIT MAP**

This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are plotted and/or deeded dimensions and are not measured dimensions.

**TRACT 47
LOT 1
6207 E. 155TH ST.**



TRACT 47
RAMONA L. ROBERTS
6207 E. 155TH ST.
050101000000072000

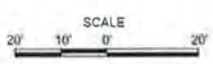
SUNSET HILL ADDITION

SUNSET HILL ADDITION

LOT 1

LOT 11

LEGEND
 ROW = RIGHT-OF-WAY
 PUE = PERMANENT UTILITY EASEMENT
 TCE = TEMPORARY CONSTRUCTION EASEMENT
 POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
TABULATION OF AREAS
 ROW= 783.45 SQ. FT.
 PUE = N/A
 TCE = 2250.28 SQ. FT.



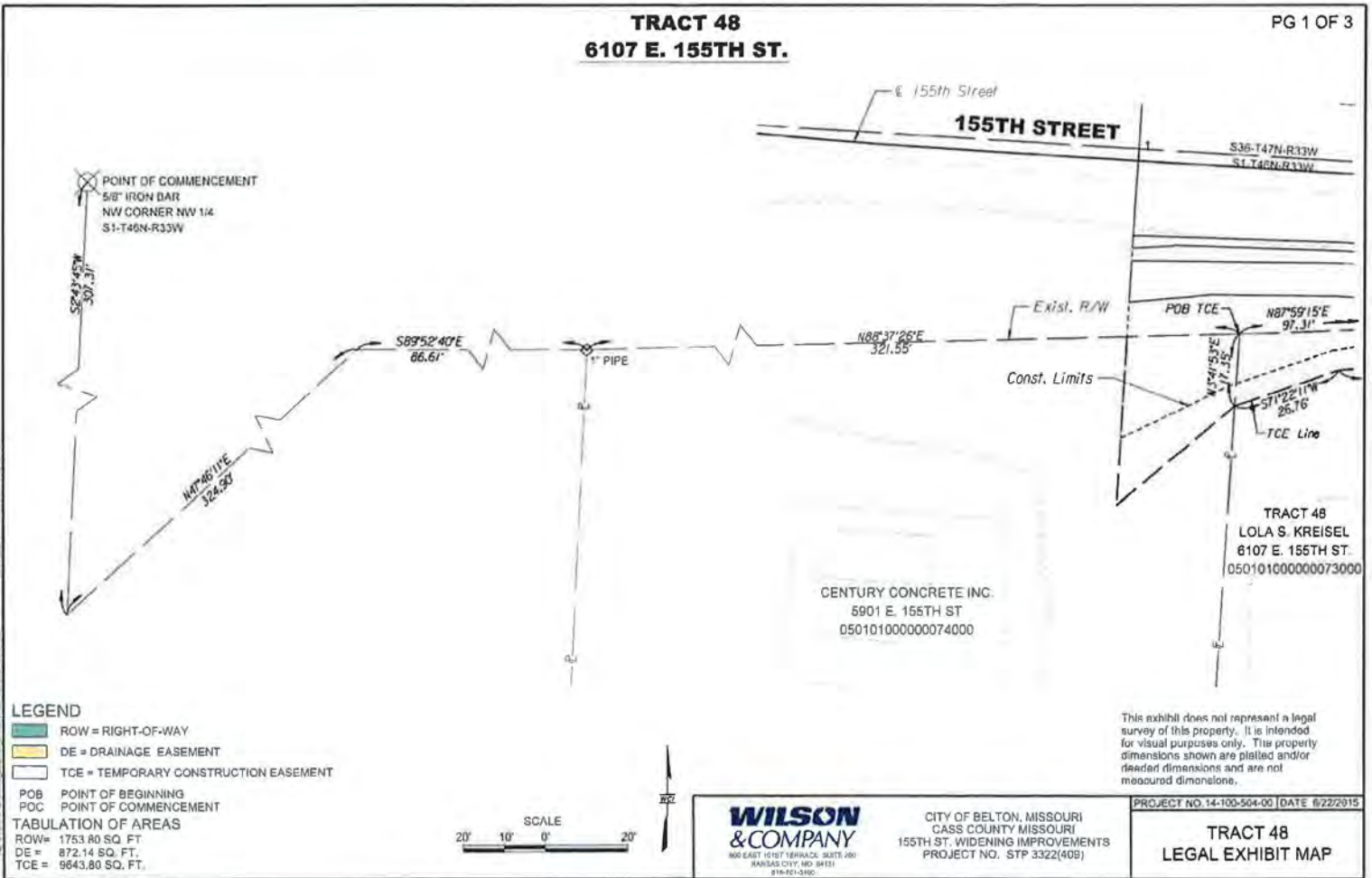
This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are platted and/or deeded dimensions and are not measured dimensions.

WILSON & COMPANY
 800 EAST 108th STREET, SUITE 200
 KANSAS CITY, MO 64131
 816-751-5100

CITY OF BELTON, MISSOURI
 CASS COUNTY MISSOURI
 155TH ST. WIDENING IMPROVEMENTS
 PROJECT NO. STP 3322(408)

PROJECT NO. 14-106-504-00 | DATE 8/17/2015
**TRACT 47
 LEGAL EXHIBIT MAP**

**TRACT 48
6107 E. 155TH ST.**



POINT OF COMMENCEMENT
5/8" IRON BAR
NW CORNER NW 1/4
S1-T46N-R33W

S24°45'57"W
307.31'

N47°46'11"E
324.92'

S89°52'40"E
86.61'

1" PIPE

N88°37'26"E
321.55'

Exist. R/W

Const. Limits

POB TCE

N87°59'15"E
97.31'

N54°15'52"E
17.35'

S71°22'11"W
26.16'

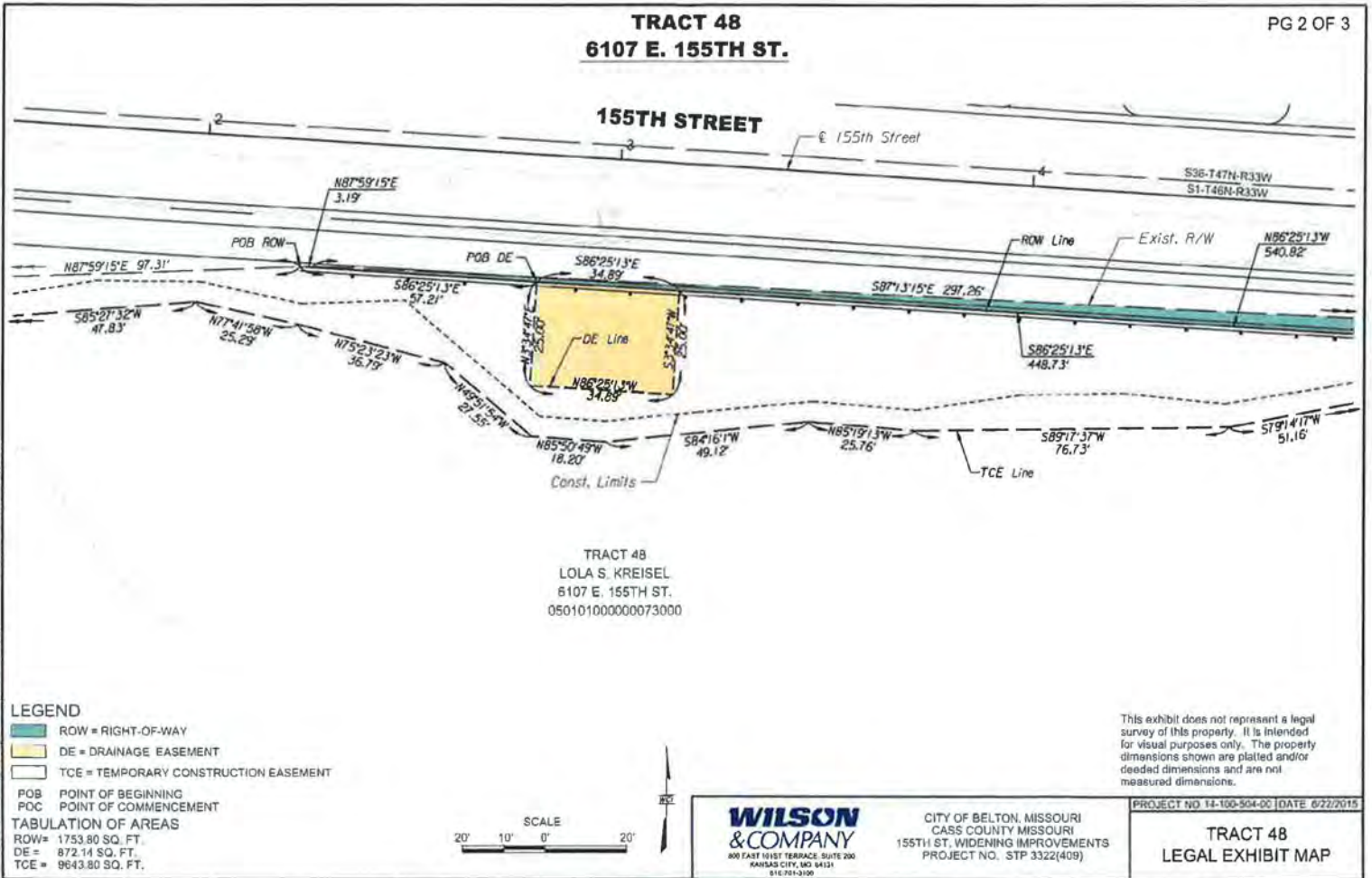
TCE Line

S36-T47N-R33W
S1-T46N-R33W

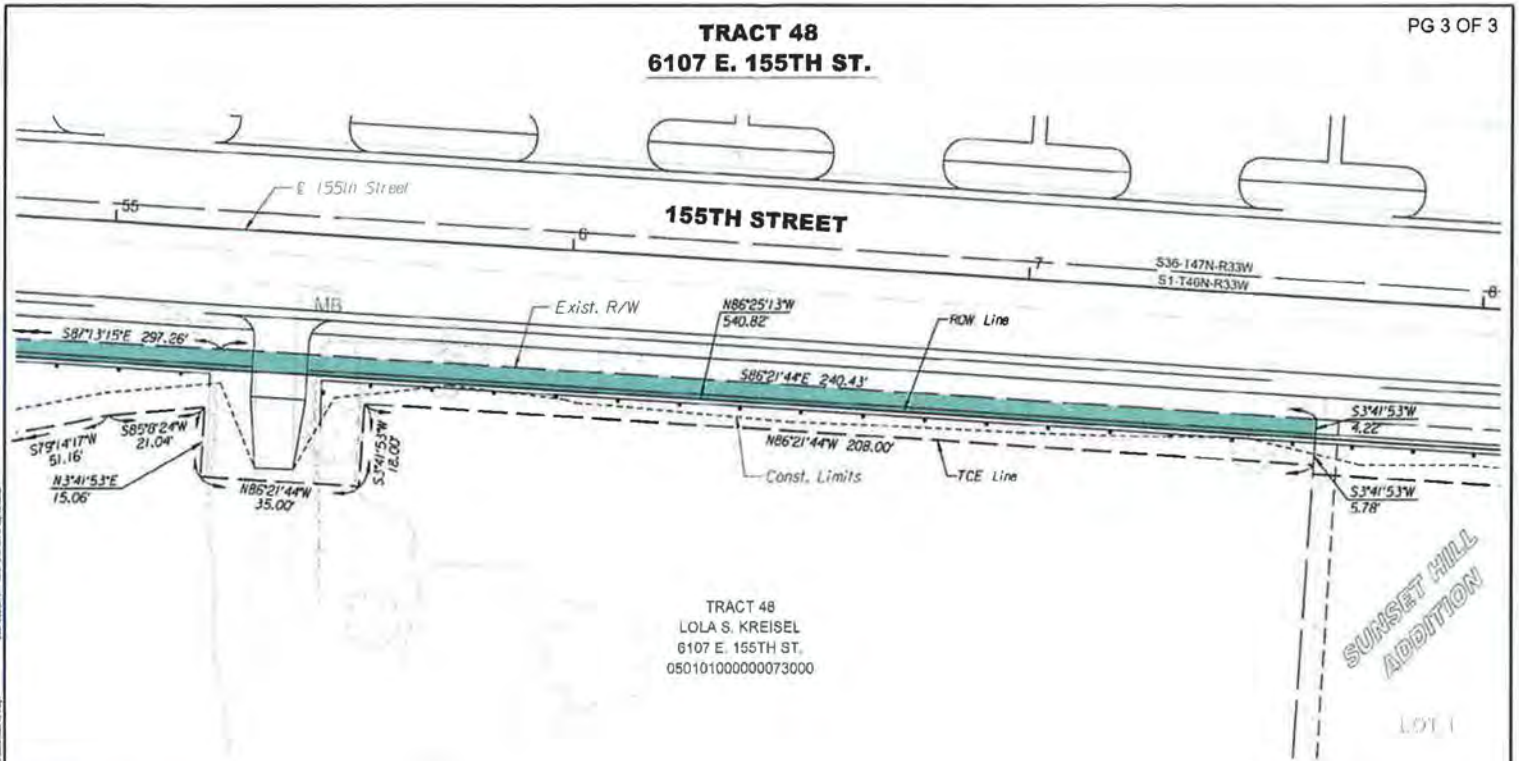
CENTURY CONCRETE INC.
6901 E. 155TH ST
050101000000074000

TRACT 48
LOLA S. KREISEL
6107 E. 155TH ST.
050101000000073000

TRACT 48
6107 E. 155TH ST.



**TRACT 48
6107 E. 155TH ST.**



TRACT 48
LOLA S. KREISEL
6107 E. 155TH ST.
050101000000073000

SUNSET HILL
ADDITION

LOT 1

This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are plotted and/or rounded dimensions and are not measured dimensions.

- LEGEND**
- ROW = RIGHT-OF-WAY
 - DE = DRAINAGE EASEMENT
 - TCE = TEMPORARY CONSTRUCTION EASEMENT

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

TABULATION OF AREAS

ROW= 1753.80 SQ. FT.
DE = 872.14 SQ. FT.
TCE = 9643.80 SQ. FT.



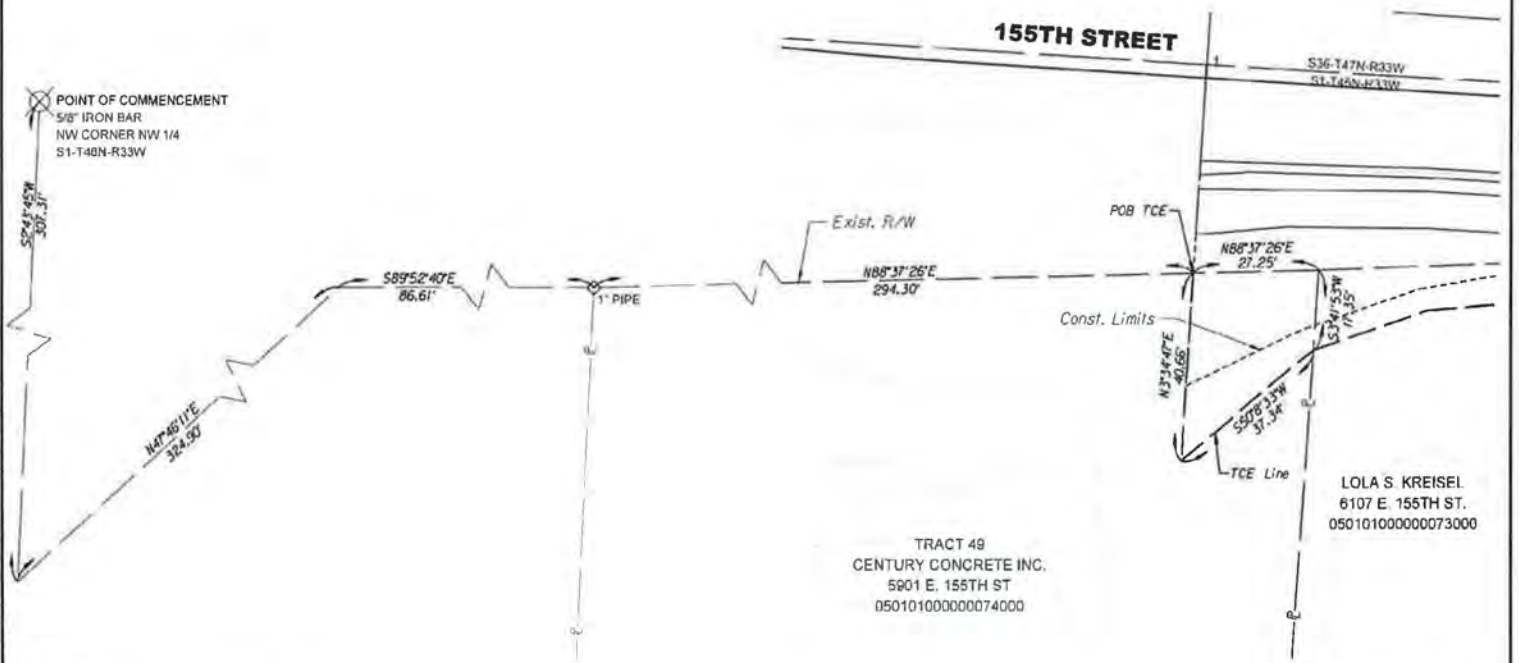
WILSON & COMPANY
SURVEYORS
100 EAST FIRST TERRACE, SUITE 300
KANSAS CITY, MO 64101
816-251-2300

CITY OF BELTON, MISSOURI
CASS COUNTY MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(409)

PROJECT NO. 14-100-304-00 | DATE 6/22/2015

**TRACT 48
LEGAL EXHIBIT MAP**

TRACT 49
5901 E. 155TH ST.



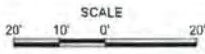
LEGEND

- ROW = RIGHT-OF-WAY
- PUE = PERMANENT UTILITY EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

TABULATION OF AREAS

ROW= N/A
PUE = N/A
TCE = 786.63 SQ. FT.



WILSON & COMPANY
SURVEYING & ENGINEERING, INC.
1400 EAST 11TH STREET, SUITE 200
WARREN, MISSOURI 64090
(816) 769-3400

CITY OF BELTON, MISSOURI
CASS COUNTY, MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(409)

PROJECT NO 14-100-504-00 | DATE 6/17/2015

TRACT 49
LEGAL EXHIBIT MAP

This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are plotted and/or deduced dimensions and are not measured dimensions.

LOLA S. KREISEL
6107 E. 155TH ST.
050101000000073000

TRACT 49
CENTURY CONCRETE INC.
5901 E. 155TH ST
050101000000074000

SECTION VIII
J

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A SERVICE AGREEMENT WITH A TO BE NAMED CONTRACTOR TO PROVIDE CONSTRUCTION CONSULTING SERVICES FOR THE FIRST PHASE OF THE PROCUREMENT PROCESS FOR THE MULLEN ROAD CULVERT (RCB) REPLACEMENT PROJECT IN A NOT-TO-EXCEED AMOUNT OF \$4,000.00.

WHEREAS, Missouri Department of Transportation (MoDOT) conducted bridge and culvert inspections, dated September 23, 2014 and September 24, 2014, on 14 structures within the City of Belton. The City received copies of these inspections by email on January 15, 2015; and

WHEREAS, the City received a letter dated February 3, 2015 from MoDOT stating a Critical Inspection Finding (CIF) had been issued for the Cass County Bridge 0305011 on Mullen Road; and

WHEREAS, on March 10, 2015, Task Agreement No. 2015-4 with TranSystems Corporation in the not-to-exceed amount of \$3,800.00 was approved to review MoDOT bridge inspection summary, conduct bridge inspection of the bridge, prepare an interim repair design plan to obtain a 40 ton weight limit, if possible, and conduct a structural rating so that the City may install appropriate weight limit signs. According to the aforementioned interim design plan, the Public Works Transportation Division completely installed the temporary shoring (jacks) on March 20, 2015 in order to increase the weight limit capabilities for the culvert until ready to replace it entirely; and

WHEREAS, on March 25, 2015, Task Agreement No. 2015-5 with TranSystems Corporation in the not-to-exceed amount of \$55,000.00 was approved to provide services for the Mullen Road Culvert (RCB) Replacement including surveys, easements, hydraulic analysis, permitting, design plans and bid packet, contractor selection, final plan collaboration, construction administration, and periodic inspection; and

WHEREAS, Staff and TranSystems determined it necessary to relocate the water main along Mullen Road in order to replace the culvert and determined it advantageous to relocate the water main ahead of the culvert replacement. Staff requested bids for the water main relocation from three (3) on-call contractors. On September 8, 2015, City Council adopted Resolution No. 2015-39 approving Task Agreement #2 with Wiedenmann for the Mullen Road Water Main Relocation in the not-to-exceed amount of \$68,943.00. Notice to Proceed was given to Wiedenmann for October 26, 2015 and all work shall be complete by the end of November 2015; and

WHEREAS, on October 20, 2015 Staff advertised on the City of Belton website the Request for Proposals (RFP) for Construction Consulting Services for the First Phase of the procurement process for the Mullen Road Culvert (RCB) Replacement project; the phases are described as

First Phase: The Selected Contractor is to provide Construction Consulting Services, as described in a Service Agreement this ordinance is approving;

Second Phase: City's Design Engineer will complete design and the 100% plan set; Staff will conduct negotiations between the City and the Selected Contractor for the Third Phase of this procurement process;

Third Phase: The Mullen Road Culvert (RCB) Replacement Project Construction Contract will be awarded to a construction contractor and completed.

However, the Selected Contractor for the First Phase is not guaranteed to be awarded the construction contract associated with the Third Phase; the City is not obligated to award the construction contract to the Selected Contractor for the First Phase.

WHEREAS, Staff received proposals for the First Phase of the procurement process for the Mullen Road Culvert (RCB) Replacement project on November 9, 2015 and reviewed and evaluated the proposals received; Staff recommends authorization and approval of a Service Agreement with CONTRACTOR for Construction Consulting Services.

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

- SECTION 1. It is hereby found, determined, and declared that it is necessary and in the best interest for the public purpose of constructing and maintaining the public improvements that are part of the Project, and which are for the benefit of the citizens of the City, to replace the Mullen Road Culvert.
- SECTION 2. That the City of Belton, Missouri shall approve and authorize a Service Agreement with a to be named contractor to provide Construction Consulting Services for the First Phase of the procurement process for the Mullen Road Culvert (RCB) Replacement project in a not-to-exceed amount of \$4,000.00 as set forth in **Exhibit A** attached hereto and made part hereof as fully as if set forth herein verbatim.
- SECTION 3. This ordinance shall take effect and be in full force from and after its passage and approval.
- SECTION 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

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. 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: 11/10/2015

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 checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input checked="" type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

At the February 17, 2015 City Council Work Session, Public Works discussed the findings of Missouri Department of Transportation's (MoDOT) bridge and culvert inspections. It was found that the culvert located on Mullen Road at Oil Creek, south of 163rd Street and north of Highway 58, was in need of replacement. The inspection report was followed by a letter from MoDOT requiring a 3-ton weight limit be placed on the structure until it is replaced. Staff worked with the City's Design Engineer, TranSystems, to install temporary shoring (jacks) in order to increase the weight limit capabilities for the culvert until ready to replace it entirely.

The project, Mullen Road Culvert (RCB) Replacement includes relocating a waterline ahead of the culvert replacement. At the September 8, 2015 regular Council meeting, Resolution 2015-39 approved Task Agreement #2 with Wiedenmann, Inc. for the Mullen Road Water Main Relocation. Wiedenmann, Inc. was given a Notice to Proceed on October 26, 2015 and the work shall be complete by the end of November.

In order to replace the culvert efficiently and cost-effectively, staff advertised a Request for Proposals (RFP) for Construction Consulting Services based on the preliminary design, which is the First Phase of the procurement process. Consulting Services will allow for up to four (4) in-person meetings with the selected highly qualified contractor in order to discuss and evaluate all construction matters, including but not limited to, constructability, scheduling, traffic closures to minimize delays and cost estimating for the project. Please see the attached RFP for more information.

The RFP was advertised on October 20, 2015 and staff will be opening, evaluating and reviewing proposals on November 9, 2015 and will ask for two readings of the ordinance awarding the Service Agreement to the most qualified contractor at the November 10, 2015 meeting.

Keeping on schedule will allow for construction to start after the holiday season at the beginning of the new year.

PROPOSED CITY COUNCIL MOTION:

At the November 10, 2015 regular City Council meeting authorize and approve a Service Agreement with _____ to provide construction consulting services for the First Phase of the Procurement Process for the Mullen Road Culvert (RCB) Replacement Project in a not-to exceed amount of \$4,000.00.

BACKGROUND:

At the February 17, 2015 City Council work session, Public Works discussed the findings of MoDOT’s inspection as well as staffs initial plan to replace the structure. Staff has been working with TranSystems to design a new culvert that will include green space, two 12-foot lanes, shoulders, and space for a 10-foot wide recreational trail. The culvert is designed with capabilities of a three lane expansion of Mullen Road in the future. As previously discussed, this project is pursuing a design-build approach to bring the contractor on board early in the process to play a key role in the remaining design process and provide insight on the best approach during final design and construction.

This approach will consist of a three-phase procurement process. The RFP is for the First Phase. The Second Phase will consist of the City’s Design Engineer completing design and the 100% plan set. The Second Phase will also consist of negotiations between the City and the selected contractor for the Third Phase. The Third Phase will include the Construction of the Mullen Road Culvert (RCB) Replacement under the City’s standard Construction Contract. However, the selected contractor for the First Phase is not guaranteed to be awarded the construction contract associated with the Third Phase.

IMPACT/ANALYSIS:

The City will pay a stipend of \$4,000 to the selected contractor after completion of the Construction Consulting services. If the City and selected contractor negotiate and agree on the construction contract and price, the stipend will be included in the construction contract. If the City and selected contractor negotiate and cannot agree on the construction contract and price, the contractor will invoice the City for the stipend and the City will publicly bid the construction contract. The table below shows the approved and revised FY2016 budget for 451 – Stormwater Fund. Although some line items have increased or decreased based on the original approved budget, the total remains the same.

FUND 451 - FINANCIAL IMPACT

Line Item	Approved FY2016 Budget	Revised FY2016 Budget
Belton Research Medical Ditch	\$15,000	\$8,313
Oil Creek Culvert	\$155,500	\$260,000
Pacific Drive & Sunrise Drive	\$275,000	\$0
Buena Vista	\$692,000	\$952,917
Westover	\$29,500	\$31,828
Revenues Over Expenditures	\$86,058	\$0
Total	\$1,253,058	\$1,253,058

STAFF RECOMMENDATION, ACTION, AND DATE:

At the November 10, 2015 regular City Council meeting authorize and approve a Service Agreement with _____ to provide construction consulting services for the First Phase of the Procurement Process for the Mullen Road Culvert (RCB) Replacement Project in a not-to exceed amount of \$4,000.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance

Request for Proposals – Mullen Road Culvert (RCB) Replacement**

**Note the City of Belton’s standard Construction Contract is not included in this packet

SERVICE AGREEMENT

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter city ("CITY"), and _____, a _____, authorized to conduct business in Missouri and located at _____ ("CONTRACTOR"; CITY and CONTRACTOR each a "Party", and collectively the "Parties").

WHEREAS, CITY requires services to provide Construction Consulting Services for the Mullen Road Culvert (RCB) Replacement project as further described herein (the "Services");

WHEREAS, CONTRACTOR is prepared to provide said Services;

NOW THEREFORE, CITY and CONTRACTOR in consideration of the mutual covenants contained in this Agreement, agree as follows:

ARTICLE 1 – EFFECTIVE DATE

The effective date of this Agreement shall be _____, 2015 ("Effective Date").

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONTRACTOR

Construction Consulting Services shall include up to four (4) in-person meetings/field visits with the City's Design Engineer and City staff. Selected Contractor will provide input regarding construction-related matters, including, but not limited to, constructability, scheduling, traffic closures to minimize delays, and cost estimating for this project.

ARTICLE 3 – PERIOD OF SERVICE

This contract shall be in effect for thirty (30) day period from the Effective Date.

ARTICLE 4 – COMPENSATION

Upon completion of Construction Consulting Services, CITY and CONTRACTOR will negotiate the Guaranteed Maximum Construction Price and Construction Contract. If a construction price and construction contract are agreed upon, the \$4,000 stipend will be included as part of the Construction Contract.

If CITY and CONTRACTOR cannot negotiate to an agreed upon construction price and construction contract, CONTRACTOR shall prepare an invoice for CITY in the amount of \$4,000, and the City will publicly bid the project. The CITY's payment terms are net thirty (30) days from the CITY's receipt of a complete invoice with supporting materials.

The CITY is exempt from the State of Missouri sales and use taxes on purchases made directly for the CITY. CONTRACTOR shall not include any sales or use taxes on transactions between the CONTRACTOR and CITY.

CONTRACTOR shall provide proof of compliance with the CITY'S tax ordinances as a condition precedent to the CITY making any payments under this Agreement.

ARTICLE 5 – PROPOSAL DOCUMENTS

Proposal Documents include the following:

Invitation and Instruction to Contractors

Contractor's Proposal as submitted including:

Cover Sheet, completed and signed – Page 1 hereto

Proposal Affidavit (Attachment No. 1)

Service Agreement (Attachment No. 2)

Qualifications as described in Section 7

Guaranteed Maximum Construction Price Proposal (Attachment No. 3)

References (Attachment No. 4)

Mullen Road Culvert (RCB) Replacement 35% Plans

City of Belton Construction Contract (as example)

Addenda _____ Dated _____

Addenda _____ Dated _____

Addenda _____ Dated _____

Addenda _____ Dated _____

ARTICLE 6 –BOND

No bonds will be necessary for Work under Construction Consulting Services as described in Article 2.

ARTICLE 7 – PERMITS AND LICENSES

The CONTRACTOR shall procure a CITY Occupation License, which license shall be in effect at all times during the term of this Agreement. CONTRACTOR will abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this Agreement are performed. The CONTRACTOR must furnish and maintain certification of authority to conduct business in the State of Missouri at all times during the term of this Agreement.

ARTICLE 8 – CHANGES, DELETIONS OR ADDITIONS TO AGREEMENT

Except as otherwise provided herein, either Party may request, subject to approval of the other Party, changes within the general scope of this Agreement. If a requested change, approved by each Party, causes an increase or decrease in the compensation or Period of Services stated in this Agreement, CITY and CONTRACTOR will agree to an equitable adjustment of the

compensation, Period of Services or both and will reflect such adjustment in a change order. All change orders shall be in writing, approved by CITY'S representative, and executed by the CITY prior to the CONTRACTOR performing any work pursuant to the change order.

ARTICLE 9 – LIABILITY AND INDEMNIFICATION

CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with this Agreement, caused in whole or in part by CONTRACTOR, its employees, agents, or caused by others for whom CONTRACTOR is liable, regardless of whether or not caused in part by any act or omission of CITY, its agencies, officials, officers, or employees.

ARTICLE 10 – INSURANCE

A. CONTRACTOR shall procure and maintain in effect throughout the duration of this Agreement insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, CONTRACTOR shall supply such insurance, if available, at CITY'S cost. Policies containing a Self-Insured Retention are unacceptable to CITY.

1. Workers' Compensation and Employers' Liability Insurance. This insurance shall protect CONTRACTOR against all claims under applicable state workers' compensation laws, including coverage as necessary for the benefits provided under the United States Longshoremen's and Harbor Workers' Act and the Jones Act. CONTRACTOR shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of workers' compensation laws. This policy shall include an "all states" or "other states" endorsement. The liability limits shall be not less than:

Workers' Compensation: Statutory

Employers' liability: \$1,000,000 each occurrence

2. Commercial Automobile Liability Insurance. This insurance shall be occurrence type written in comprehensive form and shall protect CONTRACTOR, and OWNER, DESIGN PROFESSIONAL and Consultants as additional insureds, against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, either on or off the Project Site, whether they are owned, nonowned, or hired.

The liability limits shall be not less than: \$2,500,000

3. Commercial General Liability Insurance. This insurance shall be occurrence type written in comprehensive form acceptable to OWNER. This insurance shall protect CONTRACTOR, and OWNER, DESIGN PROFESSIONAL and Consultants as additional insureds, against claims arising from injuries, sickness, disease, or death of any person or damage to property arising out of performance of the Work. The policy shall also include coverage for personal injury liability; contractual liability; completed operations and products liability; and for blasting, explosion, and collapse of buildings; and

damage to underground property. The liability limits for bodily injury and property damage shall be not less than:

\$2,500,000 combined single limit for each occurrence

\$2,500,000 general aggregate.

4. The insurer's costs of providing the insureds a defense and appeal as additional insureds, including attorney's fees, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's separate responsibility.
- B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to CITY, ten (10) days in the event of nonpayment of premium. The Workers' Compensation and Employers' Liability, Commercial General Liability, and Automobile Liability specified above shall provide that CITY and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. **CONTRACTOR SHALL PROVIDE TO CITY PRIOR TO THE EXECUTION OF THIS AGREEMENT A CERTIFICATE OF INSURANCE SHOWING ALL REQUIRED COVERAGES, ENDORSEMENTS, ADDITIONAL INSURED, AND COMPLIANCE WITH THE TERMS OF THIS ARTICLE 9.** The certificate shall be on a form acceptable to CITY.
 - C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.
 - D. Regardless of any approval by CITY, it is the responsibility of CONTRACTOR to maintain the required insurance coverage in force at all times; CONTRACTOR'S failure to do so will not relieve CONTRACTOR of any contractual obligation or responsibility. In the event of CONTRACTOR'S failure to maintain the required insurance in effect, CITY may order CONTRACTOR to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

ARTICLE 11 – EXCESSIVE UNEMPLOYMENT

Pursuant to R.S.Mo. §§ 290.550 to 290.580 ("Excessive Unemployment Act"), only Missouri laborers and laborers from nonrestrictive states are allowed to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. Where applicable in its provision of services under this Agreement, CONTRACTOR and its sub-contractors shall comply with the Excessive Unemployment Act.

ARTICLE 12 – EXCUSABLE DELAYS IN PERFORMANCE

Notwithstanding any provisions of this Agreement to the contrary, performance by CONTRACTOR shall not be deemed to be in default where delays in its performance hereunder is due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, unusually severe weather, acts or failure to act of the CITY or of any other governmental agency or entity, or any other causes beyond the control or without the fault of CONTRACTOR. With the approval of the CITY, the time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes. All extensions hereunder

shall be effective only if approved by the CITY in writing, which approval shall not be arbitrarily or unreasonably withheld, it being understood that CONTRACTOR is entitled to such extensions upon presentation of documentation of the periods of such delays.

ARTICLE 13 – TERMINATION

CITY may terminate or suspend performance of this Agreement for CITY'S convenience upon ten (10) days' written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services on a schedule acceptable to CITY, as set forth in such written notice. If termination or suspension is for CITY'S convenience, CITY shall pay CONTRACTOR for all services performed through the date of the termination or suspension. In the event of a suspension of services pursuant to the CITY's notice, upon the restart of CONTRACTOR services by notice of the CITY, an equitable adjustment shall be made to CONTRACTOR'S compensation.

This Agreement may be terminated by either Party upon written notice in the event of substantial failure by the other Party to perform in accordance with the terms of this Agreement. The non-performing Party shall have ten (10) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other Party. In the event the non-performing Party fails to cure its failure to perform, the other Party may terminate this Agreement, withhold payment or invoke any other legal or equitable remedy. In the event that funding for the Agreement is discontinued, CITY shall have the right to terminate this Agreement immediately upon written notice to CONTRACTOR, and CONTRACTOR shall have no claim against the CITY, for damages or otherwise, based upon such termination.

ARTICLE 14- SEVERABILITY

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provision of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 15 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of CITY's and CONTRACTOR'S respective permitted successors and assigns.

ARTICLE 16 – ASSIGNMENT

CONTRACTOR shall not assign any rights or duties under this Agreement without the prior written consent of the CITY, which consent shall be in the sole discretion of the CITY. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. If CONTRACTOR assigns or transfers any part of CONTRACTOR'S obligations under this Agreement without the prior written approval of CITY, such assignment or transfer shall constitute a material breach of this

Agreement; provided, however, the Parties acknowledge that CONTRACTOR may subcontract up to forty percent (40%) of the CONTRACTOR services described herein.

ARTICLE 17 – NO THIRD PARTY RIGHTS

This Agreement is made and entered into for the sole protection and benefit of CITY and CONTRACTOR and their permitted successors and assigns. No other person or entity shall have or acquire any right or action based upon any provisions of this Agreement.

ARTICLE 18 – INDEPENDENT CONTRACTORS

Each Party and each sub-contractor of CONTRACTOR shall perform its activities and duties hereunder only as an independent contractor. The Parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

ARTICLE 19 – MODIFICATIONS/AMENDMENTS

CITY may at any time, by written modification or amendment and notice to CONTRACTOR, without notice to any surety, make changes or additions to the CONTRACTOR services to be provided hereunder, provided that the changes or additions are within the general scope of this Agreement. If any such change causes an increase or decrease in the compensation or period of service of this Agreement, the CONTRACTOR shall notify the appropriate CITY division Superintendent in writing immediately and an equitable adjustment will be made in the compensation or Period of Service or both, by written modification of this Agreement. Any claim by the CONTRACTOR for such adjustment must be asserted within thirty (30) days by the Parties after the CONTRACTOR'S receipt of notice of the modification or amendment. Nothing herein contained shall excuse the CONTRACTOR from proceeding with the Agreement as modified or amended.

ARTICLE 20 – EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex or national origin.

CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be

provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR commitment under this Article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

In the event of CONTRACTOR'S noncompliance with the non-discrimination clauses of this Agreement or with any of said rules, regulations, or orders, this Agreement, at the election of and in the sole discretion of the CITY, may be canceled, terminated or suspended in whole or in part, and CONTRACTOR may be declared ineligible for any further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

ARTICLE 21 – COMPLIANCE WITH LAWS

This Agreement shall be governed by the laws of the State of Missouri, notwithstanding the operation of any conflict or choice of law statutes or decisional law to the contrary. The CONTRACTOR shall also comply with all federal and local laws, ordinances and regulations applicable to the services described herein and shall procure all licenses and permits necessary for the fulfillment of obligations under this Agreement. For any dispute that may arise out of this Agreement, the Parties agree that the proper jurisdiction and venue shall be the Circuit Court of Cass County, Missouri.

ARTICLE 22 – COMMUNICATIONS AND NOTICES

Any communication or notices required by this Agreement shall be made in writing by U.S. mail to one of the contacts specified below:

CONTRACTOR: _____

CITY: Ron Trivitt, City Manager, 506 Main Street, Belton, MO 64012, or
Jeff Fisher, Director of Public Works, 520 Main Street, Belton, MO 64012, or
Megan McGuire, City Attorney, 506 Main Street, Belton, MO 64012.

Each Party shall have the right to specify that notice be addressed to any other address by giving to the other Party ten (10) days' written notice thereof. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing.

ARTICLE 23 – SEPARATE AGREEMENTS

CITY and CONTRACTOR each reserve the right to, from time to time, enter into other agreements for specific projects that are not contemplated under this Agreement. Provided that such agreements are separately approved in writing by the Parties, the terms and conditions of those agreements or contracts shall govern the implementation of the specific projects set forth therein.

ARTICLE 24 – SURVIVAL OF TERMS

The following Articles shall survive the expiration or termination of this Agreement for any reason: Compensation (if any payment obligations exist); Bond; Permits and Licenses; Liability and Indemnification; Insurance; Severability; Assignment; Independent Contractors; Compliance with Laws; Survival of Terms; CITY's Legislative Powers; Entire Agreement; Waiver.

ARTICLE 25 – CITY'S LEGISLATIVE POWERS

Notwithstanding any other provisions in this Agreement, nothing herein shall be deemed to usurp the governmental authority or police powers of CITY or to limit the legislative discretion of the City Council, and no action by the City Council in exercising its legislative authority shall be a default under this Agreement.

ARTICLE 26 – WAIVER

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

ARTICLE 27 – HEADINGS; CONSTRUCTION OF AGREEMENT

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

ARTICLE 28 – CONFLICT OF INTEREST

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

Remainder of page intentionally left blank.

SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND

_____, IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date specified in Article 1 – Effective Date.

CONTRACTOR

By: _____
Printed Name: _____
Title: _____

Attested By: _____
Printed Name: _____
Title: _____
(Attach Seal)

CITY OF BELTON, MISSOURI

By: _____
Printed Name: Jeff Davis
Title: Mayor

Attested By: _____
Printed Name: Patti Ledford
Title: City Clerk
(Attach Seal)

SECTION VIII
K

BILL NO. 2015-94

ORDINANCE NO.

AN ORDINANCE MAINTAINING THE BUSINESS LICENSE TAX ON GROSS RECEIPTS OF KANSAS CITY POWER AND LIGHT COMPANY AND/OR ITS SUCCESSORS.

WHEREAS, the Missouri Public Service Commission (PSC) has granted a tariff increase of 11.76 percent to Kansas City Power & Light Company (“KCPL”); and

WHEREAS, tariff increases in excess of 7 percent trigger certain requirements under RSMo Section 393.275.1 ; and

WHEREAS, RSMo Section 393.275.2 allows the City to maintain the gross receipt tax that it imposes on KCPL if the city passes an ordinance within 60 days of the effective date of the tariff increase; and

WHEREAS, the PSC has established the effective date of the tariff increase granted to KCPL as September 29, 2015, and 60 days from that date is November 28, 2015; and

WHEREAS, it is necessary for the continued operation of the City that the municipal gross receipt tax upon KCPL be maintained at its present rate as provided for in Ordinance No. 93-2210.

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

Section 1. That from and after the effective date of this Ordinance, in order to maintain the City’s sources for revenue at their historical level, the business license tax on gross receipts to be paid by Kansas City Power & Light Company and/or its successors to the City of Belton, Missouri shall be an amount equal to seven percent (7%) of all gross receipts on the sale of electrical energy in the City of Belton, Missouri.

Section 2. The City Clerk is hereby directed to send a copy of this ordinance to Kansas City Power and Light Company and to the Public Service Commission.

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