



**CITY OF BELTON  
CITY COUNCIL  
WORK SESSION AND SPECIAL MEETING  
TUESDAY, DECEMBER 20, 2016 – 7:00 P.M.  
CITY HALL ANNEX  
520 MAIN STREET  
AGENDA**

- I. CALL SPECIAL MEETING TO ORDER
- II. ROLL CALL
- III. ORDINANCES

A. Motion approving final reading of Bill No. 2016-122:  
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN AGREEMENT AWARD TO VF ANDERSON BUILDERS, LLC FOR THE STP 3322 (409) 155<sup>TH</sup> STREET WIDENING PROJECT IN THE AMOUNT OF \$2,933,388.35.

B. Motion approving final reading of Bill No. 2016-123:  
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN AGREEMENT AWARD TO A & B CONSTRUCTION, LTD., FOR THE CONSTRUCTION OF THE STORAGE FABRIC BUILDING FOR COMPOSTING OPERATION IN A NOT-TO-EXCEED AMOUNT OF \$23,717.00.

C. Motion approving final reading of Bill No. 2016-125:  
AN ORDINANCE APPROVING AN AGREEMENT FOR SIGNING INSTALLED AND MAINTAINED BY BELTON PARKS AND RECREATION FOR THE TREE CITY USA SIGN ON MISSOURI DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY.

D. Motion approving final reading of Bill No. 2016-126:  
AN ORDINANCE APPROVING A SECOND AMENDMENT TO THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND THE BELTON-CASS REGIONAL TRANSPORTATION DEVELOPMENT DISTRICT.

E. Motion approving final reading of Bill No. 2016-127:  
AN ORDINANCE TO ENABLE BELTON, MISSOURI TO JOIN SHOW ME PACE, PURSUANT TO SECTIONS §67.2800 TO §67.2835, RSMO, THE "PROPERTY ASSESSMENT CLEAN ENERGY ACT," AND STATING THE TERMS UNDER WHICH THE CITY WILL CONDUCT ACTIVITIES AS A MEMBER OF SUCH DISTRICT.

F. Motion approving final reading of Bill No. 2016-129:

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A PROPOSAL WITH EVOQUA WATER TECHNOLOGIES CORP. FOR REMOTE MONITORING AND ALARM SYSTEM SERVICES AT THE WASTEWATER TREATMENT FACILITY.

G. Motion approving final reading of Bill No. 2016-130:

AN ORDINANCE APPROVING THE PETITION TO AMEND THE FIRST AMENDED PETITION TO ESTABLISH THE GRAND HILL COMMUNITY IMPROVEMENT DISTRICT GENERALLY LOCATED EAST OF THE SOUTH OUTER ROAD OF INTERSTATE 49 ALONG GRAND STREET AND HILL STREET, ALL IN THE CITY OF BELTON, MISSOURI; AUTHORIZING COLLECTION OF SPECIAL ASSESSMENTS ON PROPERTIES LOCATED IN THE DISTRICT; AND DIRECTING THE CITY CLERK TO REPORT THE AMENDMENT AND AUTHORIZATION TO ASSESS A SPECIAL ASSESSMENT TO THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT.

H. Motion approving first reading of Bill No. 2016-131:

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A DEMOLITION SERVICE AGREEMENT WITH DOUBLED D INC., D/B/A DALE BROTHERS FOR THE MARKEY BUSINESS PARK-DEMOLITION PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$38,000.00.

Page 5

I. Motion approving both readings of Bill No. 2016-132:

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE SIXTH AMENDMENT TO THE REDEVELOPMENT CONTRACT BETWEEN THE CITY OF BELTON, MISSOURI AND GROUP BELTON, LLC, ASSIGNEE OF CROSSROADS AT BELTON, LLC FOR IMPLEMENTATION OF THE Y HIGHWAY MARKET PLACE TAX INCREMENT FINANCING REDEVELOPMENT PLAN, AS AMENDED.

Page 22

#### IV. RESOLUTIONS

A. Motion approving Resolution R2016-42:

A RESOLUTION FORMALLY ACCEPTING NEWLY CONSTRUCTED WATERLINE AND SANITARY SEWER ASSOCIATED WITH THE MENARDS DEVELOPMENT LOCATED AT ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 46 NORTH, RANGE 33 WEST, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI COMMONLY ADDRESSED AS 800 EAST MARKEY PARKWAY.

Page 34

B. Motion approving Resolution R2016-43:

A RESOLUTION FORMALLY ACCEPTING NEWLY CONSTRUCTED SANITARY SEWER ASSOCIATED WITH THE VETERANS ADMINISTRATION CLINIC ON A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 46 NORTH, RANGE 32 WEST BEING A PART OF TRACT II, RESURVEY OF LOT TWO, BLOCK FOUR, DEAN-CO DEVELOPMENT PARK, A SUBDIVISION IN THE CITY OF BELTON, CASS COUNTY, MISSOURI COMMONLY ADDRESSED AS 209 CUNNINGHAM PARKWAY.

Page 39

C. Motion approving Resolution R2016-44:

A RESOLUTION APPROVING MICHAEL DOI, DIRECTOR OF PUBLIC WORKS, AS AUTHORIZED REPRESENTATIVE/DAILY CONTACT PERSON FOR THE CITY OF BELTON, MISSOURI WASTEWATER TREATMENT FACILITY (WWTF) SITE IMPROVEMENTS PROJECT FUNDED THROUGH MISSOURI WASTEWATER STATE REVOLVING FUND LOAN PROGRAM UNDER THE TERMS OF THE MISSOURI CLEAN WATER LAW.

Page 44

D. Motion approving Resolution R216-45:

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF BELTON AND FFG BELTON, LLC., D/B/A KNEADERS OF BELTON, REGARDING THE USE OF THE MARKEY REGIONAL DETENTION FACILITY IN LIEU OF PROVIDING ON-SITE OR OTHER PRIVATE DETENTION FOR THE PROPERTY LEGALLY DESCRIBED AS LOT 4, BELTON GATEWAY ADDITION UNIT NO. 2 FOR THE KNEADERS BAKERY AND CAFÉ IN THE AMOUNT OF \$3,213.00.

Page 49

- V. ADJOURN SPECIAL MEETING
- VI. CALL WORK SESSION TO ORDER
- VII. ITEMS FOR REVIEW AND DISCUSSION

A. Proposed Court code revisions for Chapter 1, 8, and 14 pursuant to mandates of SB 572

Page 61

- B. Solid waste ballot option
- C. November 2016 Financial Report

- VIII. ADJOURN WORK SESSION

**SECTION III**  
**H**

---

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A DEMOLITION SERVICE AGREEMENT WITH DOUBLED D INC., D/B/A DALE BROTHERS FOR THE MARKEY BUSINESS PARK –DEMOLITION PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$38,000.00

---

WHEREAS, Belton acquired Markey Business Park via Quitclaim Deed from the United States Government in 1989 after the closure of Richards Gebaur Air Force Base. The City has had a long range plan to develop this land into a light industrial park and was zoned BP-R (Business Park Restricted) for that purpose; and

WHEREAS, Belton became a Kansas City Area Development Council investor in 2013 and began to work towards attracting industry to facilitate primary jobs; and

WHEREAS, the feedback that Belton has received from the Missouri Partnership, KCADC and site selectors has been the same; building demolition and site work is necessary for the site to compete in the Kansas City market; and

WHEREAS, to that end, funding was approved in Economic Development’s FY2017 budget for demolition and site preparedness; and

WHEREAS, environmental surveys and inventories were conducted by the City’s on-call provider Terracon (under ordinance No. 2016-4188); and

WHEREAS, City Council approved resolution R2016-33 approving task agreement #P02167257 with Terracon to abate the asbestos; and

WHEREAS, November 7, 2016 staff was provided an asbestos closeout report which verified the asbestos abatement was complete; and

WHEREAS, staff has completed the necessary due diligence for demolition to occur; and

WHEREAS, advertisement for bids on the aforementioned project was submitted to the Drexel Planroon Team on November 14, 2016. Per the advertisement, on December 8, 2016 at 10:00 AM the City of Belton publicly opened and read aloud the bids. A total of three bids were received and read; and

WHEREAS, Doubled D Inc., DBA Dale Brothers for the Markey Business Park demolition was the low base bid and properly followed all bidding requirements; and

WHEREAS, the base bid is for the demolition, debris removal and disposal of the Markey Business Park site per specifications; and

WHEREAS, City Council authorizes and approves a demolition service agreement attached to this ordinance herein and incorporated as **Exhibit “A”** with Doubled D Inc., d/b/a Dale Brothers for the Markey Business Park – Demolition Project in the not-to-exceed amount of \$38,000.00.

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

SECTION 1. That this ordinance authorizing and approving a demolition service agreement to Doubled D, Inc., d/b/a Dale Brothers in the not-to-exceed amount of \$38,000.00 is hereby approved for purposes described above.

SECTION 2. This ordinance shall take effect and be in full force from and after its passage and approval.

SECTION 3. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: 12/20/2016

READ FOR THE SECOND TIME AND PASSED:

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

ATTEST:

\_\_\_\_\_  
Patricia Ledford, City Clerk  
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 \_\_\_\_\_, 2016, and thereafter adopted as Ordinance No. 2016-\_\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, 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

MEETING DATE: December 20, 2016

ASSIGNED STAFF: Jay C. Leipzig, AICP- Director- Community and Economic 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**

Award the construction contract for the demolition of the three former military buildings within City owned Markey Business Park to Doubled D Inc., DBA Dale Brothers.

An advertisement for bids on the aforementioned project was advertised on November 14<sup>th</sup>, 2016. Per the advertisement, on December 8, 2016 at 10:00 AM the City of Belton publicly opened and read aloud the bids. A total of three bids were received and read.

The project was comprised of a base bid and a bid alternate. The base bid included the demolition, debris removal and disposal of the Markey Business Park site, and the bid alternate included pavement removal, fence removal and complete site restoration. It was specified that the project would be awarded on the basis of the base bid price. A copy of the bid tabulation is attached. The low bidder for the base bid properly followed all bidding requirements.

**REQUESTED COUNCIL ACTION**

At the December 20, 2016 special City Council meeting, approve the first reading of an ordinance authorizing and approving a contract award to Doubled D Inc., DBA Dale Brothers for the Markey Business Park – Demolition Project in the not-to-exceed amount of \$38,000.

**BACKGROUND**

The City of Belton acquired what is now known as Markey Business Park via Quitclaim Deed from the U.S. Government in 1989 after the closure of Richards Gebaur Air Force Base. The City’s intention has been to develop this land into a light industrial business park. It was zoned BP-R for that purpose.

Attracting industry to facilitate the creation of primary jobs to strengthen our economic base is critical. To that end, the City of Belton has formed partnerships with the Kansas City Area Development Council (KCADC) and with the Missouri Partnership, the State’s economic development attraction team in marketing the site to site selectors and industry. The feedback from all parties has been the same; building demolition and site work is necessary for this site to compete in the Kansas City market.

Funding toward the demolition of the three former military buildings and general site preparation of Markey Business Park was approved in the Economic Development FY-2017 budget in the amount of \$50,000. The City’s on call service provider Terracon (under ordinance No. 2016-4188) conducted environmental surveys and inventories in September, 2016. Asbestos was abated and the closeout report was received in November, 2016. The buildings are now ready to be demolished.

**IMPACT/ANALYSIS**

**FINANCIAL IMPACT**

Contractor:		Double D DBA Dale Brothers
Amount of Request/Contract:	\$	38,000.00
Balance in Budget Line Item	\$	33,310.00
Funding Source:		224-0000-495-7300
Additional Funds:	\$	4,690.00
Funding Source:		224-0000-400-3505
Encumbered:	\$	0
Funds Remaining:	\$	0

**STAFF RECOMMENDATION**

At the December 20, 2016 special City Council meeting, approve the first reading of an ordinance authorizing and approving a contract award to Doubled D Inc., DBA Dale Brothers for the Markey Business Park – Demolition Project in the not-to-exceed amount of \$38,000.

**ATTACHMENTS**

- Ordinance
- Bid Tabulation Sheet
- Exhibit A





CITY OF BELTON  
 506 Main Street  
 Belton, MO 64012  
 (816) 322-1885  
 FAX (816) 322-5031

**DEMOLITION SERVICE AGREEMENT**

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter city ("CITY"), and Doubled D Inc., DBA Dale Brothers, a \_\_\_\_\_, authorized to conduct business in Missouri and located at \_\_\_\_\_ ("CONTRACTOR"; CITY and CONTRACTOR each a "Party", and collectively the "Parties").

WHEREAS, CITY requires demolition services to demolish three (3) former military buildings within the City owned Markey Business Park as further described herein (the "Services");

WHEREAS, CONTRACTOR is prepared to provide said Services and shall give consultation to CITY during the performance of 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 \_\_\_\_\_ ("Effective Date").

**ARTICLE 2 – SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR shall furnish all labor, materials, equipment, and services necessary to demolish of structures, remove debris and dispose of the materials properly which located in the property known as the Markey Business Park, in the City of Belton, Cass County, Missouri. Markey Business Park contains three structures, two accessory structures (trailer, dumpster, etc.), and debris, all of which shall be demolished, removed and properly disposed of at the end of this project. Three reports are included in these specifications including the original Asbestos Report, the Asbestos Abatement Monitoring Closeout Report and a Lead Paint and Hazardous Materials Survey. See **02000 Project Specifications**, for the Specifications for the Demolition Work. See **Appendix** for the Asbestos Survey, Lead Paint and Hazardous Materials Survey, and Asbestos Abatement Monitoring Closeout Report. CONTRACTOR represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner as described herein. CONTRACTOR, as opposed to sub-contractors of CONTRACTOR, must perform at least thirty percent (30%) of the Services described herein, throughout the term of this Agreement. See **Bid Form and Unit Prices**.

**ARTICLE 3 – PERIOD OF SERVICE**

See **ARTICLE 30** for details on schedule requirements.

#### **ARTICLE 4 – COMPENSATION**

It is expressly understood that in no event will compensation be paid to the CONTRACTOR under the terms of this contract for the services set forth in ARTICLE 2, and for reimbursement of authorized expenses, unless and until costs for a specific task are provided by the CONTRACTOR and approved by the City. If additional services are requested by the City, the CONTRACTOR will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the CONTRACTOR for such approved additional services shall not exceed the approved amount.

Invoices shall be submitted by the CONTRACTOR to the CITY for payment covering services performed. The CITY's payment terms are net thirty (30) days from the CITY's receipt of a complete invoice with supporting materials. Inadequate documentation to support the charges shall be remedied by CONTRACTOR within ten (10) days, and CITY shall make payment within thirty (30) days from its receipt of remedial documentation. CITY in its sole discretion shall determine adequacy of documentation for payment of any invoice. No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

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 – PERMITS AND LICENSES**

The CONTRACTOR, and any sub-contractor hired by the CONTRACTOR, shall procure a CITY Occupation License, which license(s) 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 and shall contractually require the same of all its sub-contractors performing work under this Agreement. The CONTRACTOR, and any sub-contractor hired by 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 6 – CHANGES, DELETIONS OR ADDITIONS TO AGREEMENT**

Except as otherwise provided herein, either Party may request, subject to approval of the other Party, changes to or 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 Service 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. Any claim by the CONTRACTOR for such change or adjustment must be asserted within thirty (30) days of discovery.

#### **ARTICLE 7 – 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 sub-contractors, 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 8 – 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: 2,500,000 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, non-owned, 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. CONTRACTOR shall obtain evidence that all Subcontractors have in force general, automobile, and employer's and workers' compensation liability insurance in the amounts required by these Contract Documents, and evidence that each is current on its unemployment insurance payments before Subcontractors begin Work at the Site. CONTRACTOR shall retain such evidence in its files and make available to OWNER within ten (10) days after written request.

5. 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 INSUREDS, AND COMPLIANCE WITH THE TERMS OF THIS ARTICLE 8.** 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.

E. Should the CONTRACTOR hire a sub-contractor for performance of services hereunder, said sub-contractor shall maintain at least the same minimum insurance amounts and terms listed above.

#### **ARTICLE 9 – 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 10 – 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 reasonable extensions upon presentation of documentation of the periods of such delays.

#### **ARTICLE 11 – TERMINATION**

CITY may terminate or suspend performance of this Agreement for CITY'S convenience upon thirty (30) 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 12- 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 13 – 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 14 – 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 seventy percent (70%) of the CONTRACTOR services described herein.

#### **ARTICLE 15 – 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 16 – 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 17 – 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 Director of Public Works 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 18 – 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 payer 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 19 – 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 20 – 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:

Jay Leipzig, Director of Economic Development, 506 Main Street, Belton, MO 64012

**AND**

Ron Trivitt, City Manager, 506 Main Street, Belton, MO 64012

**AND**

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 21 – 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 22 – 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 23 – 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 24 – 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 25 – 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 26 – FEDERAL WORK AUTHORIZATION PROGRAM**

In all contracts over \$5,000, when CONTRACTOR delivers the required copies of executed Agreements to CITY, CONTRACTOR shall also deliver to CITY an Affidavit of Enrollment in

Federal Work Authorization Program stating CONTRACTOR is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and CONTRACTOR does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

CONTRACTOR shall comply with all requirements of RSMo § 292.675 and any Department of Labor and Industrial Relations rules or regulations promulgated thereunder, including but not limited to, CONTRACTOR shall require all on-site employees to complete a 10 hour Occupational Safety and Health Administration (OSHA) construction safety program for all on-site employees of CONTRACTOR and its sub-contractors which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program, or such employees must hold documentation of prior completion of the program. All on-site employees are required to complete the program within 60 days of beginning work on the PROJECT. CONTRACTOR shall forfeit as a penalty to CITY two thousand five hundred dollars plus one hundred dollars for each employee employed by the CONTRACTOR or sub-contractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until 20 days after employees are required to complete the construction safety program. CITY shall withhold and retain all sums and amounts due and owing as a result of any violation of this provision when making payments to the CONTRACTOR.

#### **ARTICLE 27 – 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.

#### **ARTICLE 28 – BUY AMERICAN PREFERENCE**

Pursuant to the Missouri Domestic Product Procurement (Buy American) Act, RSMo. § 34.350 to 34.359, any manufactured goods or commodities used or supplied either in the performance of this Agreement or of any subcontract thereto shall be manufactured, assembled or produced in the United States unless one of the exceptions contained in that Act applies. The CONTRACTOR shall comply with such requirements and shall provide proof of compliance with this provision both at the time of bid and before any payment is made on the Agreement. Pursuant to RSMo. § 71.140, preference shall be given to materials, products, supplies, provisions and all other articles produced, manufactured, compounded, made, or grown in the State of Missouri. The CONTRACTOR shall comply with such requirements and shall provide proof of compliance with this provision at the time of bid and before any payment is made on the Contract.

#### **ARTICLE 29 – PRICING**

See attached **00410 Bid Form and Unit Prices** for pricing information.

#### **ARTICLE 30 – PROJECT SCHEDULE**

The CONTRACTOR is allowed 30 calendar days from the date of the Notice to Proceed to complete all work and reach Final Completion. Contractor shall notify the Belton City Engineer, Zach Matteo at 816-331-4331 or [zmatteo@belton.org](mailto:zmatteo@belton.org) three (3) days prior to demolition.

#### **ARTICLE 31 – PREVAILING WAGES**

CONTRACTOR shall comply with the terms of the Prevailing Wage Act, R.S.Mo. § 290.230, where applicable in the provision of Services under this Agreement.

### **ARTICLE 32 – ASBESTOS INSPECTION REPORTS**

CONTRACTOR should be aware of the Asbestos Inspection Reports that were completed for each home prior to the execution of this Agreement. The Asbestos Inspection Reports are incorporated into this Agreement.

### **ARTICLE 33 – BONDING**

A. CONTRACTOR shall furnish Performance and Maintenance and Payment Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one (1) year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of such agent's authority to act must accompany all Bonds signed by an agent.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of Paragraph 5.01 B, CONTRACTOR shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to OWNER.

D. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, if not in Missouri, to issue Bonds or insurance policies for the limits and coverages so required. The surety and insurance company shall meet the following minimum requirements:

1. Surety for Contracts in excess of \$200,000, A.M. Best rating of B+, V, or better;
2. Surety for Contracts less than or equal to \$200,000, qualified to issue Bonds to amounts specified in the U.S. Dept. of Treasury Circular 570;
3. For companies providing insurance, A.M. Best rating of B+, V, or better.

E. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within ten (10) days after receipt of the certificates or other evidence requested as required by Paragraph 5.03. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such

other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

#### **ARTICLE 34 – CONTRACT DOCUMENTS**

The Contract Documents, including any Addenda, comprise the entire Agreement between City and Contractor concerning the Work, consist of the following:

00120	Bidder's Affidavit
00130	Invitation to Bid
00140	Instructions to Bidders
00410	Bid Form and Unit Prices
00430	Bid Bond
00500	Agreement
00610	Performance and Maintenance Bond
00615	Payment Bond
00620	Insurance Certificate
00625	Affidavit of Enrollment in Federal Work Authorization and E-Verify
00630	Certificate of Owner's Attorney
00830	Missouri Prevailing Wage Info and Forms
00840	Annual Wage Order No. 23
00850	Missouri Revised Statutes and Code of State Regulations
00900	Missouri Project Exemption Certificate
00910	Request for Interpretation
00920	Change Order
02000	Project Specifications
02010	Site Layout and Map
	Asbestos Survey
	Lead Paint and Hazardous Materials Survey
	Asbestos Abatement Monitoring Closeout Report

---

*[Remainder of Page Intentionally Left Blank. Signature Page Immediately Follows]*



**SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND**

---

This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date last written below.

Executed by Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

**BELTON, MISSOURI**

Address and facsimile number of City Department:

520 Main Street  
Belton, MO 64012

**CONTRACTOR**

Address and facsimile number of Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Jeff Davis

Title: Mayor

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Attested By: \_\_\_\_\_

Printed Name: Patti Ledford

Title: City Clerk  
(Affix City Seal)

Attested By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Affix Corporate Seal, if applicable)

Approved as to form:

\_\_\_\_\_  
Megan McGuire, City Attorney, City of Belton, Missouri (date)



**BID TABULATION**

Project Num/ 224-0000-495-7300

Project Title Markey Business Park Demolition

Item No.	Unit	Quantity	Item Description:	Midland Wrecking Inc.		Abatement Services, Inc.		Dale Brothers	
				Unit	Extension	Unit	Extension	Unit	Extension
1	L.S.	1	Base Bid Unit Prices - Demolition, debris removal and disposal of the Markey Business Park site per specifications	\$ 98,755.00	\$ 98,755.00	\$ 86,300.00	\$ 86,300.00	\$ 38,000.00	\$ 38,000.00
1	L.S.	1	Bid Aleternate A Unit Prices - Pavement and fence removal & site restoration	\$ 67,558.00	\$ 67,558.00	\$ 96,300.00	\$ 96,300.00	\$ 94,760.00	\$ 94,760.00
				<b>TOTAL</b>	<b>\$ 166,313.00</b>	<b>TOTAL</b>	<b>\$ 182,600.00</b>	<b>TOTAL</b>	<b>\$ 132,760.00</b>

20



# **SECTION III**

## **I**

---

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE SIXTH AMENDMENT TO THE REDEVELOPMENT CONTRACT BETWEEN THE CITY OF BELTON, MISSOURI AND GROUP BELTON, LLC, ASSIGNEE OF CROSSROADS AT BELTON, LLC FOR IMPLEMENTATION OF THE Y HIGHWAY MARKET PLACE TAX INCREMENT FINANCING REDEVELOPMENT PLAN, AS AMENDED.

WHEREAS, by Ordinance No. 2010-3672, adopted by the City Council on December 14, 2010, the City approved the Y Highway Market Place Tax Increment Financing Redevelopment Plan (the "Original Plan") and authorized the City to enter into a redevelopment agreement for the implementation of the Original Plan.

WHEREAS, on December 14, 2010, the City of Belton, Missouri (the "City") and Crossroads at Belton, LLC, a Missouri limited liability company, as successor-in-interest to VanTrust Real Estate, LLC, a Delaware limited liability company (formerly known as Caymus Real Estate, LLC) ("Assignor") entered into a Tax Increment Financing Redevelopment Contract for Implementation of the Original Plan (the "Redevelopment Agreement") that set forth the respective obligations and duties of the City and Assignor with respect to the implementation of the Original Plan .

WHEREAS, by Ordinance No. 2011-3762, adopted by the City Council on October 11, 2011, the City approved the First Amendment to the Y Highway Market Place Tax Increment Financing Redevelopment Plan ("First Amended Plan") (the Original Plan as amended by the First Amended Plan is referred to hereinafter as the "Plan").

WHEREAS, by Ordinance No. 2011-3762, adopted by the City Council on October 11, 2011, the City Council authorized the City to enter into the First Amendment to the Redevelopment Agreement dated January 10, 2012, to reflect the modified terms of the Plan ("First Amended Agreement").

WHEREAS, by Ordinance No. 2012-3785, adopted by the City Council on March 13, 2012, the City Council authorized the City to enter into the Second Amendment to the Redevelopment Agreement, as amended by the First Amended Agreement, to authorize certain land uses and pre-approved occupants within the Plan Redevelopment Area (the "Second Amended Agreement").

WHEREAS, by Ordinance No. 2012-3802, adopted by the City Council on April 24, 2012, the City Council authorized the City to enter into the Third Amendment to the Redevelopment Agreement, as amended by the First Amended Agreement and the Second Amended Agreements, to authorize certain land uses and pre-approved occupants within the Plan Redevelopment Area (the "Third Amended Agreement").

WHEREAS, by Ordinance No. 2013-3894, adopted by the City Council on March 26, 2013, the City Council authorized the City to enter into the Fourth Amendment to the Redevelopment Agreement, as amended by the First Amended Agreement, the Second Amended Agreement and Third Amended Agreement (the "Fourth Amended Agreement") to, among other things, approve Arvest Bank as a permitted use upon Lot 5 of Crest Plaza ("Lot 5") of the

Redevelopment Plan Area and approve the sale of Lot 5 to Arvest Bank pursuant to Section 29(A) of the Redevelopment Agreement and to approve certain leases within the Plan Redevelopment Area. (The Redevelopment Agreement, as amended by the First, Second, Third and Fourth Amended Agreements is referred to hereinafter as the "Amended Redevelopment Agreement.").

WHEREAS, by Ordinance No. 2014-4036 adopted by the City Council on August 26, 2014, the City approved an assignment of all of Assignor's rights, duties and obligations under the Plan and the Amended Redevelopment Agreement (the "Assignment Agreement") from Assignor to Group Belton, LLC ("Group Belton") and further authorized the execution of an Assignment Agreement evidencing the assignment of development rights from Assignor to Group Belton.

WHEREAS, on the 26<sup>th</sup> day of August, 2014, the City, Assignor and Group Belton entered into the Assignment Agreement.

WHEREAS, by Ordinance No. 2014-4036, adopted by the City Council on August 26, 2014, the City Council authorized the City to enter into the Fifth Amendment to the Redevelopment Agreement, as amended, to amend and extend the dates set forth in the Redevelopment Schedule (the "Fifth Amended Agreement").

WHEREAS, Group Belton has requested certain Amendments to the Amended Redevelopment Agreement in order to provide it with an opportunity to implement the Plan in a timely and thoughtful manner (the "Sixth Amended Agreement").

WHEREAS, the City Council finds that approval of the Sixth Amended Agreement would help to encourage and stimulate growth and development in the Redevelopment Plan Area and otherwise fulfill the purpose of the Real Property Tax Increment Allocation Redevelopment Act, R.S.Mo. §§ 99.800 et seq. and the Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Belton, Missouri as follows:

SECTION 1. That the Sixth Amendment to Tax Increment Financing Redevelopment Contract, attached hereto as **Exhibit A**, is approved.

SECTION 2. That the Mayor of the City is authorized and directed to enter into the Sixth Amendment to Tax Increment Financing Redevelopment Contract on behalf of the City.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

READ FOR THE FIRST TIME: December 20, 2016

READ FOR THE SECOND TIME AND PASSED: December 20, 2016

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

Approved this 20<sup>th</sup> day of December, 2016.

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

ATTEST:

\_\_\_\_\_  
Patricia Ledford, City Clerk  
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 20<sup>th</sup> day of December, 2016, and thereafter adopted as Ordinance No. 2016-\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the 20<sup>th</sup> day of December, 2016, 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

**Exhibit A to Ordinance No. 2016-\_\_\_\_\_**

**SIXTH AMENDMENT TO TAX INCREMENT FINANCING  
REDEVELOPMENT AGREEMENT**

See following pages

**SIXTH AMENDMENT TO  
TAX INCREMENT FINANCING  
REDEVELOPMENT CONTRACT**

**BETWEEN THE**

**CITY OF BELTON, MISSOURI**

**AND**

**GROUP BELTON, LLC  
(ASSIGNEE OF CROSSROADS AT BELTON, LLC)**

---

**FOR IMPLEMENTATION OF THE**

**Y HIGHWAY MARKET PLACE  
TAX INCREMENT FINANCING  
REDEVELOPMENT PLAN**



## SIXTH AMENDMENT TO THE CONTRACT

THIS SIXTH AMENDMENT TO THE TAX INCREMENT FINANCING REDEVELOPMENT CONTRACT (this "Sixth Amendment"), entered into on \_\_\_\_\_, 2016, by and between THE CITY OF BELTON, MISSOURI, a municipal corporation ("City") and GROUP BELTON, LLC, a Missouri limited liability company (successor and assignee of the development rights granted to Crossroads at Belton, LLC ("Crossroads")) (the "Developer"), amends that certain Tax Increment Financing Redevelopment Contract dated December 10, 2014 ("Original Redevelopment Agreement"), as subsequently amended (as described below).

### R E C I T A L S

A. By Ordinance No. 2010-3672, adopted by the City Council on December 14, 2010, the City approved the Y Highway Market Place Tax Increment Financing Redevelopment Plan (the "Original Plan") and authorized the City to enter into the Original Agreement for the implementation of the Original Plan.

B. On December 14, 2010, the City and Crossroads entered into a Redevelopment Contract that set forth the respective obligations and duties of the City and Assignor with respect to the implementation of the Plan (the "Redevelopment Agreement").

C. By Ordinance No. 2011-3762, adopted by the City Council on October 11, 2011, the City approved the First Amendment to the Y Highway Market Place Tax Increment Financing Redevelopment Plan ("First Amended Plan") (the Original Plan as amended by the First Amended Plan is referred to hereinafter as the "Plan").

D. By Ordinance No. 2011-3762, adopted by the City Council on October 11, 2011, the City Council authorized the City to enter into the First Amendment to the Redevelopment Agreement dated January 10, 2012, to reflect the modified terms of the Plan ("First Amended Agreement").

E. By Ordinance No. 2012-3785, adopted by the City Council on March 13, 2012, the City Council authorized the City to enter into the Second Amendment to the Redevelopment Agreement, as amended, to authorize certain land uses and pre-approved occupants within the Plan Redevelopment Area (the "Second Amended Agreement").

F. By Ordinance No. 2012-3802, adopted by the City Council on April 24, 2012, the City Council authorized the City to enter into the Third Amendment to the Redevelopment Agreement, as amended, to authorize certain land uses and pre-approved occupants within the Plan Redevelopment Area (the "Third Amended Agreement").

G. By Ordinance No. 2013-3894, adopted by the City Council on March 26, 2013, the City Council authorized the City to enter into the Fourth Amendment to the Redevelopment Agreement (the "Fourth Amended Agreement") to, among other things, approve Arvest Bank as a permitted use upon Lot 5 of Crest Plaza ("Lot 5") of the Redevelopment Plan Area and

approve the sale of Lot 5 to Arvest Bank pursuant to Section 29(A) of the Redevelopment Agreement and to approve certain leases within the Plan Redevelopment Area. (The Redevelopment Agreement, as amended by the First, Second Third and Fourth Amendments is hereinafter referred to as the "Amended Redevelopment Agreement.")

H. By Ordinance No. 2014-4036 adopted by the City Council on August 26, 2014, the City Council approved and authorized the assignment of Crossroad's development rights under the Plan and the amended Redevelopment Agreement to Developer and the execution of an assignment agreement between the City, Crossroads and Developer.

I. By Ordinance No. 2014-4036, adopted by the City Council on August 26, 2014, the City Council authorized the City to enter into the Fifth Amendment to the Redevelopment Agreement, as amended, to amend and extend the dates set forth in the Redevelopment Schedule (the "Fifth Amended Agreement").

J. Developer desires to amend and extend the dates set forth in Section 6.C. of the Amended Redevelopment Agreement to amend and extend the dates set forth in the Redevelopment Schedule, **Exhibit F**, attached to the Amended Redevelopment Agreement.

K. The City Council finds that approval of the Sixth Amendment would help to encourage and stimulate growth and development in the Redevelopment Area and otherwise fulfill the purposes of the Real Property Tax Increment Allocation Redevelopment Act, R.S.Mo. §§ 99.800 et seq. and the Plan.

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

1. **Modification of Section 6.C. of the Redevelopment Agreement.** Section 6.C. of the Amended Redevelopment Agreement is hereby deleted in its entirety and replaced with the following:

C. Notwithstanding anything to the contrary herein and subject to the provisions of **Section 6.D**, if a Certificate of Completion and Compliance is not issued with respect to Redevelopment Project 1 by December 31, 2012, with respect to Redevelopment Project 2 by March 1, 2018, with respect to Redevelopment Project 3 by March 1, 2018, with respect to Redevelopment Project 4 by March 1, 2018, or with respect to Redevelopment Project 5 by March 1, 2018 (each respectively an "Outside Completion Date"), City may require Redeveloper to appear before the Council to show cause why this Contract and the Plan shall not be terminated in accordance with **Section 35** (including the limitations contained in **Section 35.F** of this Contract); provided, however, that if changes to the Redevelopment Schedule are approved by the City pursuant to this **Section 6**, the Outside Completion Dates for each Redevelopment Project set forth above shall automatically be adjusted accordingly. From and after the Outside Completion Date, any approval by City of any change or modification of the Redevelopment Schedule may be given or denied by City in its sole and subjective discretion, and the provisions of **Section 36** shall not be applicable in determining whether this Contract and the Plan shall not be terminated in accordance with **Section 35**.

2. **Modification of Exhibit F of the Redevelopment Agreement.** **Exhibit F** of the amended Redevelopment Agreement, the Redevelopment Schedule, is hereby deleted in its entirety and replaced with Exhibit F attached to this Sixth Amendment.

3. **Miscellaneous.** Except as amended hereby, the Amended Redevelopment Agreement remains in full force and effect. This Sixth Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

*[Remainder of page left intentionally blank. Signature pages immediately follow]*

**SIGNATURE PAGE FOR SIXTH AMENDMENT TO TAX INCREMENT FINANCING REDEVELOPMENT CONTRACT BETWEEN CITY OF BELTON, MISSOURI AND GROUP BELTON, LLC FOR IMPLEMENTATION OF THE Y HIGHWAY MARKET PLACE TAX INCREMENT FINANCING REDEVELOPMENT PLAN, AS AMENDED**

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment the day and year first above written.

**CITY:**

THE CITY OF BELTON, MISSOURI, a municipal corporation

By: \_\_\_\_\_  
Print Name: Jeff Davis  
Title: Mayor

**GROUP BELTON:**

GROUP BELTON, LLC, a Missouri limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MISSOURI            )  
  ) ss.  
COUNTY OF CASS            )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared Jeff Davis, to me known, who being by me duly sworn, did say that he is the Mayor of Belton, Missouri, a Missouri municipal corporation, that said instrument was signed on behalf of said corporation by authority of its City Council, and acknowledged said instrument to be the free act and deed of said corporation.

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for said County and State

My Commission Expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say he is the \_\_\_\_\_ of Group Belton, LLC, a Missouri limited liability company, and acknowledged said instrument to be his free act and deed and the free act and deed of said limited liability company.

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for said County and State

My Commission Expires:

\_\_\_\_\_

**EXHIBIT F**

**REDEVELOPMENT SCHEDULE**

<u>Y Highway</u>	<u>Commence</u>	<u>Complete</u>
Construction	<i>Complete</i>	
<u>Redevelopment Project 1</u>	<u>Commence</u>	<u>Complete</u>
Property Acquisition	<i>Complete</i>	
Blight Removal	<i>Complete</i>	
Construction	<i>Complete</i>	
<u>Redevelopment Project 2</u>	<u>Commence</u>	<u>Complete</u>
Property Acquisition	<i>Complete</i>	
Blight Removal	March 1, 2017	March 1, 2017
Construction	March 1, 2017	March 1, 2017
<u>Redevelopment Project 3</u>	<u>Commence</u>	<u>Complete</u>
Property Acquisition	<i>Complete</i>	
Blight Removal	March 1, 2017	March 1, 2017
Construction	March 1, 2017	March 1, 2017
<u>Redevelopment Project 4</u>	<u>Commence</u>	<u>Complete</u>
Property Acquisition	<i>Complete</i>	
Blight Removal	March 1, 2017	March 1, 2017
Construction	March 1, 2017	March 1, 2017
<u>Redevelopment Project 5</u>	<u>Commence</u>	<u>Complete</u>
Property Acquisition	<i>Complete</i>	
Blight Removal	March 1, 2017	March 1, 2017
Construction	March 1, 2017	March 1, 2017

All scheduled activities may commence earlier than the dates set out above. Markey Lake Redevelopment Project shall be implemented if and to the extent surplus TIF Revenue and other revenues are available following the funding of the above projects.



# **SECTION IV**

## **A**

---

**R2016-42**

A RESOLUTION FORMALLY ACCEPTING NEWLY CONSTRUCTED WATERLINE AND SANITARY SEWER ASSOCIATED WITH THE MENARDS DEVELOPMENT LOCATED AT ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 46 NORTH, RANGE 33 WEST, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI COMMONLY ADDRESSED AS 800 EAST MARKEY PARKWAY.

---

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

(a) Developer shall submit one original on Mylar and four copies of "as built" plans to the city engineer prior to requesting final acceptance of improvements.

(b) Upon the determination by the city council, after consideration of the opinion of the building inspector that there are no defects, deficiencies, or deviations in the improvements, and that all improvements have been installed in conformance with the approved engineering drawings, and with the requirements of these regulations, the city council shall by resolution or by letter, respectively, formally accept such improvements. The improvements shall become the property of the city council or appropriate utility company involved.

(1) Maintenance of improvements. Prior to the acceptance by the City of Belton of the improvements required herein, except those improvements required by section 36-108, the subdivider shall provide one of the following to guarantee the improvements against defects in workmanship and materials, and providing for the normal maintenance for the first two years after the date of acceptance of such improvements. Such guarantee shall be in an amount equal to 100 percent of the estimated cost of the improvement.

a. Maintenance bond written by a bonding company, or

b. Cash deposited in escrow from which the subdivider would be entitled to any interest income, or

c. Upon approval of the city council, a personal surety bond; and

---

WHEREAS, 1,643 feet of 12" waterline and 1,185 feet of 8" sanitary sewer were installed and completed on December 7, 2016 by Phillips Hardy, Inc. with a two- year maintenance bond and in conformance with the approved engineering drawings and with the requirements of the Unified Development Code that was in effect at the time of completion.

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

Section 1. That the waterline and sanitary sewer constructed as part of the Menards development located at all that part of the northwest quarter of Section 12, Township 46 north, Range 33 west, in the City of Belton, Cass County, Missouri commonly addressed as 800 East

Markey Parkway is hereby formally accepted by the City of Belton and shall become the property of the City.

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

Duly passed and approved this 20<sup>th</sup> day of December 2016.

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

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 20<sup>th</sup> day of December, 2016, and adopted at a regular meeting of the City Council held the 20<sup>th</sup> day of December, 2016 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:** December 20, 2016

**DIVISION:** Engineering

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

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

**ISSUE/RECOMMENDATION:**

As is required, this is a procedural item for acceptance of new infrastructure constructed and completed on December 7, 2016 associated with the Menards Development. These public improvements consist of 1,643 feet of 12"-diameter waterline and 1,185 feet of 8"-diameter sanitary sewer that have been installed, inspected, and tested per City of Belton standards. The City has received a two-year maintenance bond for the aforementioned public improvement in the amount of \$366,591.00.

**PROPOSED CITY COUNCIL MOTION:**

Approve and authorize a resolution formally accepting the public waterline and sanitary sewer constructed as part of the Menards Development.

**BACKGROUND:**

Attached is a memo from Ron Raines, Construction Inspector, requesting acceptance of public infrastructure associated with the Menards development.

**IMPACT/ANALYSIS:** N/A

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

Approve and authorize a resolution formally accepting public infrastructure associated with the Menards development.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Resolution
- Memo from Ron Raines, Construction Inspector



*CITY OF BELTON – PUBLIC WORKS  
MEMORANDUM*

---

**PUBLIC WORKS**

**Date:** December 7, 2016  
**To:** Michael Doi, Director of Public Works  
**From:** Ron Raines, Public Works Construction Inspector  
**Subject:** Menards Public Infrastructure Formal Acceptance

---

The Public Infrastructure for the Menards Development is complete. These public improvements consist of 1,643 feet of 12” water line and 1,185 feet of 8” sanitary sewer. These improvements have been installed, inspected, and tested per City of Belton standards. We have received a maintenance bond for the above mentioned public improvements in the amount of \$366,591.00. These improvements are ready to be presented to the City Council during a regular session as a resolution for formal acceptance.

# **SECTION IV**

## **B**

---



**R2016-43**

A RESOLUTION FORMALLY ACCEPTING NEWLY CONSTRUCTED SANITARY SEWER ASSOCIATED WITH THE VETERANS ADMINISTRATION CLINIC ON A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 46 NORTH, RANGE 32 WEST BEING A PART OF TRACT II, RESURVEY OF LOT TWO, BLOCK FOUR, DEAN-CO DEVELOPMENT PARK, A SUBDIVISION IN THE CITY OF BELTON, CASS COUNTY, MISSOURI COMMONLY ADDRESSED AS 209 CUNNINGHAM PARKWAY.

---

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

“(a) Developer shall submit one original on Mylar and four copies of "as built" plans to the city engineer prior to requesting final acceptance of improvements.

(b) Upon the determination by the city council, after consideration of the opinion of the building inspector that there are no defects, deficiencies, or deviations in the improvements, and that all improvements have been installed in conformance with the approved engineering drawings, and with the requirements of these regulations, the city council shall by resolution or by letter, respectively, formally accept such improvements. The improvements shall become the property of the city council or appropriate utility company involved.

(1) *Maintenance of improvements.* Prior to the acceptance by the City of Belton of the improvements required herein, except those improvements required by section 36-108, the subdivider shall provide one of the following to guarantee the improvements against defects in workmanship and materials, and providing for the normal maintenance for the first two years after the date of acceptance of such improvements. Such guarantee shall be in an amount equal to 100 percent of the estimated cost of the improvement.

a. Maintenance bond written by a bonding company, or

b. Cash deposited in escrow from which the subdivider would be entitled to any interest income, or

c. Upon approval of the city council, a personal surety bond;” and

WHEREAS, 36 feet of 8” sanitary sewer was installed and completed on December 12, 2016 by Cobalt Construction Company, LLC with a two- year maintenance bond and in conformance with the approved engineering drawings and with the requirements of the Unified Development Code that was in effect at the time of completion.

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

Section 1. That the sanitary sewer constructed as part of the Veterans Administration Clinic at a tract of land in the northwest quarter of Section 18, Township 46 north, Range 32 west, being a part of Tract II, resurvey of Lot Two, Block Four, Dean-Co Development Park, a subdivision in the City of Belton, Cass County, Missouri commonly addressed as 209 Cunningham Parkway is hereby formally accepted by the City of Belton and shall become the property of the City.

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

Duly passed and approved this 20<sup>th</sup> day of December 2016.

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

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 20<sup>th</sup> day of December, 2016, and adopted at a regular meeting of the City Council held the 20<sup>th</sup> day of December, 2016 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:** December 20, 2016

**DIVISION:** Engineering

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

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

**ISSUE/RECOMMENDATION:**

As is required, this is a procedural item for acceptance of new infrastructure constructed and completed on December 12, 2016 associated with the Veterans Administration Clinic. This public improvement consists of 36 feet of 8” sanitary sewer that has been installed, inspected, and tested per City of Belton standards. The City has received a two-year maintenance bond for the aforementioned public improvement in the amount of \$4,620.00.

**PROPOSED CITY COUNCIL MOTION:**

Approve and authorize a resolution formally accepting newly constructed sanitary sewer associated with the Veterans Administration Clinic.

**BACKGROUND:**

Attached is a memo from Ron Raines, Construction Inspector, requesting acceptance of public infrastructure associated with the Veterans Administration Clinic.

**IMPACT/ANALYSIS:** N/A

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

Approve and authorize a resolution formally accepting newly constructed sanitary sewer associated with the Veterans Administration Clinic.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Resolution
- Memo from Ron Raines, Construction Inspector



*CITY OF BELTON – PUBLIC WORKS  
MEMORANDUM*

---

**PUBLIC WORKS**

**Date:** December 12, 2016  
**To:** Michael Doi, Director of Public Works  
**From:** Ron Raines, Public Works Construction Inspector  
**Subject:** Veterans Administration Clinic Sanitary Sewer Extension Formal Acceptance

---

The Public Infrastructure for the Veterans Administration Clinic is complete. This public improvement consists of 36 feet of 8” sanitary sewer. This improvement has been installed, inspected, and tested per City of Belton standards. We have received a maintenance bond for the above mentioned public improvement in the amount of \$4,620.00. This improvement is ready to be presented to the City Council during a regular session as a resolution for formal acceptance.

# **SECTION IV**

## **C**

---

**R2016-44**

A RESOLUTION APPROVING MICHAEL DOI, DIRECTOR OF PUBLIC WORKS, AS AUTHORIZED REPRESENTATIVE/DAILY CONTACT PERSON FOR THE CITY OF BELTON, MISSOURI WASTEWATER TREATMENT FACILITY (WWTF) SITE IMPROVEMENTS PROJECT FUNDED THROUGH MISSOURI WASTEWATER STATE REVOLVING FUND LOAN PROGRAM UNDER THE TERMS OF THE MISSOURI CLEAN WATER LAW.

---

WHEREAS, on October 23, 2012, Resolution 2012-81 was passed to approve and indicate support for application to the Missouri Wastewater State Revolving Fund Loan Program for Planned Wastewater Treatment Plant Improvements; and

WHEREAS, under the terms of the Missouri Clean Water Law, Chapter 644 of the Revised Statutes of Missouri the State of Missouri has authorized the making of loans and/or grants to authorized applicants to aid in the construction of specific public projects; and

WHEREAS, on October 23, 2014 the State of Missouri Department of Natural Resources (MoDNR) State Direct Loan Due Diligence Request Form was submitted to MoDNR naming Jeff Fisher as Authorized Representative/Daily Contact Person for the WWTF Site Improvements Project; and

WHEREAS, on December 1, 2014, MoDNR approved the plans and specifications submitted for the City of Belton, Missouri WWTF Site Improvements Project; and

WHEREAS, Jeff Fisher resigned as City of Belton Director of Public Works effective September 21, 2016; therefore, a new Authorized Representative/Daily Contact Person for the City of Belton, Missouri WWTF Site Improvements Project needs to be named; and

---

WHEREAS, Zachary Matteo, Interim Public Works Director and City Engineer, was approved by the City of Belton via Resolution 2016-38 as the new Authorized Representative/Daily Contact for the WWTF Site Improvements Project; and

WHEREAS, Zachary Matteo, City Engineer, resigned effective January 2, 2017; therefore, a new Authorized Representative/Daily Contact Person for the City of Belton, Missouri WWTF Site Improvements Project needs to be named; and

WHEREAS, Michael Doi, new Director of Public Works effective December 5, 2016, would be the best choice for this role.

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



SECTION 1. That this resolution approving Michael Doi, Director of Public Works, as Authorized Representative/Daily Contact Person for the City of Belton, Missouri WWTF Site Improvements Project is hereby approved.

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

Duly passed and approved this 20<sup>th</sup> day of December 2016.

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

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 20<sup>th</sup> day of December, 2016, and adopted at a regular meeting of the City Council held the 20<sup>th</sup> day of December, 2016 by the following vote, to-wit:

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

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



## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**DATE:** December 20, 2016

**DIVISION:** Public Works/Water Services

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

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

**ISSUE/RECOMMENDATION:**

On October 23, 2014 the State of Missouri Department of Natural Resources (MoDNR) State Direct Loan Due Diligence Request Form was submitted to MoDNR naming Jeff Fisher as Authorized Representative/Daily Contact Person for the Wastewater Treatment Facility (WWTF) Site Improvements Project. This form was approved on December 1, 2014.

Jeff Fisher resigned as City of Belton Director of Public Works effective September 21, 2016, and Zachary Matteo, Interim Public Works Director and City Engineer, was approved via Resolution 2016-38 on October 11, 2016 as the new Authorized Representative/Daily Contact Person for the WWTF and IPS Site Improvements Project. Zachary Matteo submitted his resignation as City of Belton City Engineer effective January 2, 2017; therefore, a new Authorized Representative/Daily Contact Person for the WWTF and IPS Site Improvements Project is needed. Michael Doi, new City of Belton Director of Public Works, would be the best choice.

**PROPOSED CITY COUNCIL MOTION:**

Approve a resolution approving Michael Doi, Director of Public Works, as Authorized Representative/Daily Contact Person for the City of Belton, Missouri Wastewater Treatment Facility Site Improvements Project funded through Missouri Wastewater State Revolving Fund Loan Program under the terms of the Missouri Clean Water Law, Chapter 644 of the Revised Statutes of Missouri.

**BACKGROUND:**

See above

**IMPACT/ANALYSIS:**

N/A

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

Approve a resolution approving Michael Doi, Director of Public Works, as Authorized Representative/Daily Contact Person for the City of Belton, Missouri Wastewater Treatment Facility Site Improvements Project funded through Missouri Wastewater State Revolving Fund Loan Program under the terms of the Missouri Clean Water Law, Chapter 644 of the Revised Statutes of Missouri.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Resolution  
Exhibit A - Missouri DNR Resolution Form



MISSOURI DEPARTMENT OF NATURAL RESOURCES  
 WATER PROTECTION PROGRAM  
 FINANCIAL ASSISTANCE CENTER  
 CLEAN WATER STATE REVOLVING FUND

**RESOLUTION OF GOVERNING BODY OF APPLICANT  
 RESOLUTION NO.**

(Suggested Form for Loan Applicant use)

Resolution authorizing the filing of an application with the Missouri Department of Natural Resources, State Revolving Fund Program for loans under the Missouri Clean Water Law (Section 644, RSMo).

WHEREAS under the terms of the Missouri Clean Water Law, Section 644, Revised Statutes of Missouri, the State of Missouri has authorized the making of loans and/or grants to authorized applicants to aid in the construction of specific public projects.

NOW, THEREFORE, be it resolved by City of Belton, Missouri  
 (governing body of applicant)

1. That Michael Doi be and he/she is hereby authorized to execute and  
 (designated official)  
 file an application on behalf of City of Belton, Missouri  
 (legal name of applicant)

with the State of Missouri for a loan and/or grant to aid in the construction of:  
Belton Wastewater Treatment Facility Improvements  
 (brief project description)  
Project (WWTF) - MO-0117412-C295712-01

2. That Michael Doi, Director of Public Works  
 (name of authorized official) (title)

be and he/she is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.

**CERTIFICATE OF RECORDING OFFICER**

The undersigned, duly qualified and acting City Clerk of the  
 (title of officer)  
City of Belton, Missouri, does hereby certify: That the attached resolution is a  
 (legal name of applicant)

true and correct copy of the resolution adopted at a legally convened meeting of the \_\_\_\_\_  
 (name of the governing body of applicant) held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_;

and further that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
 (signature of recording officer)  
City Clerk  
 (title of recording officer)

SEAL (If applicant has an official seal, impress here.)

# **SECTION IV**

## **D**

---

**R2016-45**

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF BELTON AND FFG BELTON, LLC., D/B/A KNEADERS OF BELTON, REGARDING THE USE OF THE MARKEY REGIONAL DETENTION FACILITY IN LIEU OF PROVIDING ON-SITE OR OTHER PRIVATE DETENTION FOR THE PROPERTY LEGALLY DESCRIBED AS LOT 4, BELTON GATEWAY ADDITION UNIT NO. 2 FOR THE KNEADERS BAKERY AND CAFÉ IN THE AMOUNT OF \$3,213.00.

WHEREAS, on June 10, 2014 the City Council approved Ordinance Number 2014-4005, amending Chapter 32 Stormwater Management and Flood Protection of the Belton Unified Development Code (UDC) by amending Section 32-1, Stormwater Detention Requirements. This amendment incorporated payment in lieu of detention into the Belton UDC that requires the following: 1) an application, 2) a drainage study, 3) an agreement, and 4) payment (calculated as \$5,100.00 per impervious site acre). This amendment is referred to as the Markey Regional Detention Program; and

WHEREAS, on May 10, 2016 the City Council approved Ordinance Number 2016-4218 approving the Final Plat of Belton Gateway Addition Unit No. 2, a commercial/retail development on a 39-0 acre tract of land, described as a tract of land located west of 163<sup>rd</sup> Street and north of Turner Road, in the City of Belton, Cass County, Missouri; and

WHEREAS, on October 13, 2016 the Final Plat for Belton Gateway Addition Unit No. 2 was recorded in Cass County, Missouri, File Number 593249, Book 00022, Page 0077; and

WHEREAS, FFG Belton, LLC d/b/a Kneaders of Belton submitted development plans to City Staff in October 2016 for the property legally described as Lot 4 of the Belton Gateway Addition Unit No. 2. On November 7, 2016, the Planning Commission unanimously approved the Final Development Plan for Lot 4 Belton Gateway Addition Unit No. 2; and

WHEREAS, the developer of the Kneaders Bakery and Cafe on Lot 4, Belton Gateway Addition Unit No. 2, FFG Belton, LLC, d/b/a Kneaders of Belton, has elected to participate in the City's Markey Regional Detention Program for the Kneaders Bakery and Café development. The development is proposing to add 0.63 acres (27,443 square feet) of additional impervious surface; therefore, the fee is calculated to be \$3,213.00 The developer submitted an Application for Payment in Lieu of Construction Detention in the amount of \$3,213.00 dated October 18, 2016; and

WHEREAS, on September 2, 2015 the developer's engineer issued a drainage study for the Belton Gateway Addition Unit No. 2, which included Lot 4. On September 28, 2016, a revision of the drainage study was issued per City comments; and

WHEREAS, City Council believes the Agreement between the City of Belton and FFG Belton, LLC d/b/a Kneaders of Belton regarding the use of the Markey Regional Detention Facility in lieu of providing on-site or other private detention for the property legally described as Lot 4, Belton Gateway Addition Unit No. 2 for the Kneaders Bakery and Café is in the best interest of the City and for this development area.

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

Section 1. That the Agreement, herein attached and incorporated to this Resolution as **Exhibit "A"**, between the City of Belton and FFG Belton, LLC d/b/a Kneaders of Belton regarding the use of the Markey Regional Detention Facility in lieu of providing on site or other private detention for the property legally described as Lot 4, Belton Gateway Addition Unit No. 2 for the Kneaders Bakery and Cafe in the amount of \$3,213.00 is approved.

Section 2. The Mayor is authorized and directed to execute the agreement on behalf of the City.

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

Duly read and passed this 20<sup>th</sup> day of December, 2016.

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

ATTEST:

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

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



I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 20<sup>th</sup> day of December, 2016, and adopted at a regular meeting of the City Council held the 20<sup>th</sup> day of December, 2016 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:** December 20, 2016

**DIVISION:** Engineering

**COUNCIL:**  Regular Meeting     Work Session

Special Session

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

**ISSUE/RECOMMENDATION:**

FFG Belton, LLC is developing a Kneaders Bakery & Café at Lot 4 of the Belton Gateway Phase 2 development platted in October 2016. The Lot 4 development plans were approved by the Planning Commission on November 7, 2016.

As part of their submittal, the developer has selected to participate in the City's Markey Regional Detention Program. The program provides an alternative to on-site stormwater detention. The ordinance for the program was approved in May 2014 and is codified as Section 32-1.4, and requires all developers approved for participation in the program to enter into the attached agreement with the City.

**PROPOSED CITY COUNCIL MOTION:**

Approve a resolution authorizing and approving an agreement between the City and FFG Belton, LLC., d/b/a Kneaders of Belton, regarding the use of the Markey Regional Detention Facility in lieu of providing on-site or other private detention for the property legally described as Lot 4, Belton Gateway Addition Unit No. 2 for the Kneaders Bakery and Café in the amount of \$3,213.00.

**BACKGROUND:**

Section 32-1.4.c requires that a drainage study and an application be submitted. Both have been submitted to staff and approved by the City Engineer. The fee for participation is calculated as \$5,100 per impervious site acre. For this development, with 0.63 acres (27,443 square feet) of additional impervious surface, the fee is \$3,213.

The Transportation Division has begun grading work at the regional detention facility but has used Transportation dollars until the Markey Regional Detention Fund 226 has available funds. This revenue should therefore be refunded back to Transportation.

**IMPACT/ANALYSIS:**

Revenue of \$3,213 to Fund 226.

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

Approve a resolution authorizing and approving an agreement between the City and FFG Belton, LLC., d/b/a Kneaders of Belton, regarding the use of the Markey Regional Detention Facility in lieu of providing on-site or other private detention for the property legally described as Lot 4, Belton Gateway Addition Unit No. 2 for the Kneaders Bakery and Café in the amount of \$3,213.00.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Resolution
- Agreement
- Application

AGREEMENT REGARDING THE USE OF THE MARKEY REGIONAL DETENTION FACILITY  
IN LIEU OF PROVIDING ON SITE OR OTHER PRIVATE DETENTION

This Development Agreement is made as of \_\_\_\_\_, 20\_\_, by and between FFG Belton, LLC d/b/a Kneaders of Belton (the "Developer") and the City of Belton, Missouri (the "City") with respect to the use of the Markey Regional Detention Facility, and the related payment in lieu of providing on site or other private detention.

RECITALS

A. Section 32-1 of the Belton Unified Development Code requires that developers of property located with the City provide on-site detention for the purpose of managing storm water (herein defined as the "Developer's Section 32-1 Obligations").

B. Ordinance No. 2014-4005 adopted by the City Council on June 10, 2014, (the "Ordinance"), codified as Section 32-1 (4), allows developers of property located within the "Markey Regional Watershed" as defined in the Ordinance to participate in the Markey Regional Detention Program ( the "Markey Regional Detention Program") as an alternative method to satisfying the Developer's Section 32-1 Obligations.

C. The Markey Regional Detention Program allows property owners to utilize the Markey Regional Detention basin (the "Regional Detention Basin") in order to satisfy their Section 32-1 Obligations, conditioned inter alia upon a payment calculated at a base rate of \$5,100 per impervious acre of the proposed development ( the "Payment in Lieu").

D. The Developer has submitted an application (the "Application") for participation in the Markey Regional Detention Program, for the property legally described and depicted on EXHIBIT 1 attached hereto (the "Property".) The Application was accompanied by a drainage study setting forth in detail the number of impervious acres contained within the proposed development on the Property and the detailed methodology for such calculations using approved APWA methodologies (the "Drainage Study").

E. The City has reviewed the Application and the Drainage Study and determined that the Developer's participation in the Markey Regional Detention Program will achieve and/or exceed the Developer's Section 32-1 Obligations resulting from the proposed development of the Property.

NOW, THEREFORE AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE CITY AND DEVELOPER AGREE AS FOLLOWS:

**Term.** This Agreement shall remain in force and effect so long as the Regional Detention Basin is utilized by the Developer or its heirs, successors and assigns to satisfy any Section 32-1 Obligations related to the Property or any portion thereof.

**Rate.** Developer shall pay \$\_\_\_\_\_ to the City for the utilization of the Regional Detention Basin in order to satisfy the Developer's Section 32-1 Obligations. Said payment to be

submitted to the City as a condition to the issuance of any permit related to the development of the Property.

**Funds.** The funds collected in accordance with this Agreement shall be deposited by the City into a specifically designated account and shall only be used toward the construction and subsequent maintenance of the Regional Detention Basin.

**Design and Construction.** Plans for the improvements required to utilize the Regional Detention Basin must be submitted to and approved by the City before any permit related to the development of the Property will be issued by the City. Said plans must comply with the requirements of APWA Section 5600 and the City of Belton's development standards as set out in Section 36.69 (b) of the Unified Development Code.

**Water Quality.** Developer agrees that the water delivered from the Property into the Regional Detention Basin shall meet or exceed the minimum water quality standards of the City and the Missouri Department of Natural Resources. Developer agrees to provide the City, upon request, with the results of any water quality analyses necessary to assess the quality of the water delivered from the Property into the Regional Detention Basin. Failure to meet or exceed the minimum water quality standards of the City and the Missouri Department of Natural Resources shall be a breach of this Agreement and shall be cause for termination of the Agreement pursuant to the terms and procedures set forth in the Section entitled "Default and Remedies" below.

**Indemnification.** Developer 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 attorney's fees, arising out of or resulting from any acts or omissions in connection with this Agreement and/or use of the Regional Detention Basin caused in whole or in part by Developer, its employees, agents or subcontractors, or caused by others for whom Developer is liable, regardless of whether or not caused in part by any act or omission of City, its agencies, officials, officers or employees. Developer's obligations under this section with respect to indemnification for acts or omissions of City, its agencies, officials, officers or employees shall be limited to the coverage and limits of General Liability insurance that Developer is required to procure and maintain under this Agreement.

**Insurance.** Developer will carry and keep in force at its own expense, Commercial General Liability insurance with companies that do business in this state, in an amount not less than \$2,500,000 single limited personal injury and property damage and \$2,500,000 combined personal injury and property damage and cover Developer's use of the Regional Detention Basin. All policies of insurance shall be considered primary of any existing, similar insurance carried by the City. Such coverage need not be covered by separate policy, but may be satisfied through the existence of one or more master policies granted to Developer. Developer shall furnish City with a certificate of insurance prior to the issuance by the City of any permit for development of the Property.

**Governing Law.** This Agreement shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.



**Compliance with Laws.** Developer shall comply with all federal, state and local laws, ordinances and regulations applicable to this Agreement and in effect as of the date of this Agreement.

**Default and Remedies.** If Developer shall be in default or breach of any provision of this Agreement, City shall provide Developer with written notice of such default or breach. In the event that Developer has not cured the default or breach to City's satisfaction within thirty days (30) days of the date of the initial notice, or has not taken such reasonable steps as determined by City in City's sole discretion to expeditiously cure such default or breach, then City may, in addition to any other legal or equitable remedies, terminate this Agreement. In the event that City terminates this Agreement: 1) Developer shall be obligated to satisfy its Section 32-1 Obligations independently of and without the right to utilize the Regional Detention Basin; 2) Developer shall not be entitled to any refund of the Payment in Lieu; and 3) Developer shall be responsible for all costs associated with disconnecting the Property from the Regional Detention Basin, such costs, if not paid by Developer shall be assessed against the Property and a lien placed against the Property until paid. In the event Developer has been declared to be in default of this Agreement by City, in addition to any and all other remedies, City may revoke any certificates of occupancy that have been issued on the Property pending Developer's independent satisfaction of its Section 32-1 Obligations.

**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 the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of same to be performed by Developer to which the same may apply and, until complete performance by Developer 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.

**Modification.** Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended, except in writing by the City.

**Assignability.** Developer shall not assign or transfer any part or all of its interest in this agreement without the City's prior approval. If Developer shall transfer any part of its obligations under this Agreement without the prior approval of the City, such transfer shall constitute a material breach of this Agreement.

**Binding Agreement.** This Agreement shall be binding upon the heirs, successors and assigns of the Developer. The obligations of the Developer under the Agreement shall also be a covenant that runs with the land and shall bind all successors in interest to title to the Property or portions thereof.

**Recording.** This Agreement shall be recorded with the Cass County Recorder of Deeds.

**Conflicts of Interest.** Developer certifies that no officer or employee of City has, or will have a direct or indirect financial or personal interest in this Agreement.

**Counterparts.** This Agreement may be signed in one or more counterparts.

**Notices.** All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid or commercial overnight courier to the following:



City:

City of Belton,  
Ron Trivitt, City Manager  
506 Main Street  
Belton, MO 64012  
Phone: 816-331-4331  
Fax: 816-322-6973

With a copy to the City Attorney:

Megan McGuire, Esq.  
506 Main Street  
Belton, MO 64012

Developer:

FFG Belton, LLC d/b/a Kneaders of Belton  
117 South Lexington Street, Suite 100  
Harrisonville, MO 64701

All notices are effective on the date mailed or deposited with courier.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed pursuant to due authority of the date first set forth above.

DEVELOPER

CITY

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPLICATION FOR PAYMENT IN LIEU OF CONSTRUCTING DETENTION**  
**City of Belton, MO**



---

**A. GENERAL INFORMATION**

---

APPLICANT: Four Foods Group DATE: 10/17/16

DEVELOPMENT: Kneader's Bakery & Café – Lot 4 Belton Gateway Addition

LOCATION: SW Corner – Intersection of 163<sup>rd</sup> St (MO Hwy Y) & Markey Parkway

---

**B. SITE INFORMATION**

---

Site Area: 1.16 acres

Existing Land Use: Vacant – Zone C2-P

Proposed Land Use: Pad site development for 4,120 sq.ft. fast-casual drive thru restaurant w/ 41 parking spaces

Site Impervious Area:

Existing: 0 acres

Proposed: 0.63 acres

Difference: 0.63 acres

---

**C. DOWNSTREAM ANALYSIS**

---

- Consult with City Engineer prior to completing this application and downstream analysis.
- Submit a report with the supporting information listed below that evaluates the existing drainage system from each site discharge point to the appropriate City regional detention basin. The report shall be prepared by or under the direct supervision of a Professional Engineer Registered in the State of Missouri, who must sign and seal the report. The report shall include, at a minimum, the following information:
  - A. Description of the development and change in land use(s).
  - B. Summary of hydrologic analysis, completed in accordance with City criteria, providing existing and proposed/developed conditions peak flows and hydrographs for the 1% and 10% chance events.
  - C. Narrative and graphical depiction of the downstream drainage system from the point(s) of discharge from the site to the City regional detention basin. Identify segments with existing flooding problems or problems that would be caused by increases in runoff from the development. Flooding problems are defined as areas where the 1% chance or more

**APPLICATION FOR PAYMENT IN LIEU OF CONSTRUCTING DETENTION**  
**City of Belton, MO**



frequent flood enters buildings (either based on modeling or historical property owner complaints) or overtops public roadways.

- D. Narrative section on the hydrologic and hydraulic modeling methods used; key input and output data shall be attached.
- E. Maps and figures:
  - Watershed map for regional basin showing location of proposed development within the basin. The drainage system linking the proposed development and the regional detention basin shall be highlighted.
  - Existing development site map with aerial image and contour data.
  - Proposed site development plan with contour data and drainage areas.
  - Downstream system map with system type and size identified, along with identified flood problem areas as described in Part D above.

Data available from the City Engineer's office to aid in preparation of the downstream analysis:

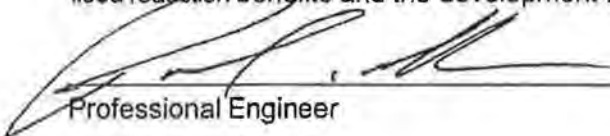
- Aerial imaging and contour data
- Existing drainage system GIS information (size, type and location)
- City Stormwater Master Plan (including approximate drainage system hydraulic performance information)
- Identified flood problem areas based on resident complaints and Stormwater Master Plan modeling information

---

**D. NO ADVERSE DOWNSTREAM IMPACT CERTIFICATION**

---

As the professional engineer of record, I certify that, based on my analysis using standard engineering practices, stormwater detention for this development will not provide any downstream flood reduction benefits and the development will not increase downstream flooding.

  
Professional Engineer

10-18-16  
Date

---

**E. PAYMENT IN LIEU OF DETENTION ACCEPTANCE/REJECTION**

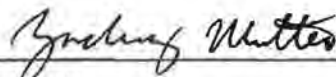
---

The downstream impact analysis is acceptable and the application for payment in lieu of detention is APPROVED.

The approved payment amount is \$ 3,213.00.

Downstream improvements are required at an estimated cost of \$ \_\_\_\_\_.

The application for payment in lieu of detention is DENIED.

  
City Engineer

11/28/16  
Date

October 17, 2016 .

City of Belton, Missouri  
 Public Works - Engineering  
 City Hall Annex  
 520 Main Street  
 Belton, MO 64012

**Kneader's Bakery - Belton Storm Water Drainage Letter**

The project site is Lot 4 of the overall Belton Gateway Addition development project, by others. The proposed development to the 1.16-acre pad site, located at the Southwest corner of the intersection of 163<sup>rd</sup> Street & Markey Parkway, consists of the construction of a prototype restaurant building with drive-thru, parking lot, and associated service utility installation.

*Existing Conditions*

The existing vacant property is covered entirely with either turf grass or native vegetation and is 100% pervious. Storm water runoff generally flows from north-to-south, where leaves the site via overland flow, there are no sub-surface drainage systems present. It is then collected by adjacent public storm sewer system, which conveys flow to a regional wet detention basin approximately 2,000 feet southeast of the site.

*Proposed Conditions*

The proposed development will consist of 1 building, an asphalt parking lot, lighting, landscaping, etc. The 1.16-acre property will be 54% impervious (46% pervious). The project site is Lot 4, of the overall development *Belton Gateway Addition Unit No. 2*. Post-development storm water flow from the site will directed to off-site water quality best management practices (BMPs), and ultimately conveyed to a regional detention basin. The off-site water quality BMPs and downstream impact analysis of the overall development are modeled and summarized by the *Final Stormwater Management Study – Belton Gateway Addition Unit No. 2* by Kaw Valley Engineering, Inc. The proposed conditions were modeled in Hydraflow to provide post-development peak flow values; results are as follows:

Pre- vs Post-Development Peak Flow Summary		
Area = 1.16 acres	Rational "C"	Peak Flow, 100 yr- Storm
Existing Conditions 0% Impervious	0.30	3.36 cfs
Proposed Conditions 54% Impervious	0.63	8.72 cfs

The proposed development's increase in total impervious area results in an additional 5.36 cfs of peak flow during the 100-year storm event. Site runoff will be captured by the proposed storm sewer network and conveyed into the regional storm sewer network & regional detention. No additional onsite BMP's or detention are required.

Please feel free to call or email to discuss this letter further,

Paul A. Miller, P.E.  
 Davidson Architecture & Engineering



# **SECTION VII**

## **A**

---

**BILL NO. 2016-**

**ORDINANCE NO. 2016-**

AN ORDINANCE AMENDING CHAPTER 1 – GENERAL PROVISIONS, SECTION 1-17 – GENERAL PENALTY AND CONTINUING VIOLATIONS OF THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI TO REVISE THE CITY CODES AND BE IN COMPLIANCE WITH THE MANDATES OF MISSOURI SENATE BILL 572 EFFECTIVE AUGUST 28, 2016.

---

WHEREAS, Senate Bill 572 modified several state laws effecting court imposed penalties, notice requirements and municipal court procedures to become effective on August 28, 2016; and

WHEREAS, the proposed amendments to the Code of Ordinances, Chapter 1 – General Provisions, Section 1-17 – General Penalty and Continuing Violations bring the City’s penalty section of the codes in compliance with revisions to state law including conditions that apply to minor traffic violations and municipal ordinance violations under RSMo 479.353; and

WHEREAS, the City Attorney, City Prosecutor, Court Administrator and Chief of Police reviewed Chapter 1 – General Provisions of the Code of Ordinances in order to identify sections requiring revision and to be in compliance with the newly approved sections of State law; and

WHEREAS, a public hearing was held before the Regular Session City Council Meeting on **January 10, 2017** to receive input concerning the amendments to Chapter 1 of the Code of Ordinances upon proper notice advertised in the **December 30, 2016 edition** of *The North Cass Herald*, a weekly/daily newspaper of general circulation in the County of Cass, State of Missouri; and

WHEREAS, the City Council believes the amendments to Chapters 1 are in the best interests of the citizens of Belton and will promote consistent application of laws of the State by adopting these amendments to the Code of Ordinances of the City of Belton, Missouri.

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

**Section 1.** That Chapter 1 – General Provisions of the Belton Code of Ordinances is hereby amended and revised with the **additions in bold print** and deletions with ~~strike through~~ as follows:

Sec. 1-17. - General penalty; continuing violations.

- (a) Whenever in this Code or in any ordinance of the city any act is prohibited or is made or declared to be a misdemeanor, unlawful or an offense, or whenever in such Code or ordinance the doing of any act is required or the failure to do any act is declared to be unlawful or a misdemeanor, where no specific penalty is provided therefor, the violation of any such provision of this Code or any ordinance shall be punished by a fine of not more than \$500.00 or by imprisonment not exceeding 90 days, or both.



Provided that where the city and the state have a penalty for the same offense, the penalty for violating the ordinance shall be the same as that which is set by statute.

- (b) **Notwithstanding any provisions to the contrary, the following conditions shall apply to minor traffic violations and municipal ordinance violations, herein defined in Chapter 8 – Courts and Jails, Article I – In General, Section 8.2 - Definitions:**
- (1) **The court shall not assess a fine, if combined with the amount of court costs totaling in excess of:**
    - a. **Two hundred, twenty-five (\$225.00) dollars for minor traffic violations;**
    - b. **For municipal ordinance violations committed within a twelve (12) month period beginning with the first violation:**
      1. **two hundred (\$200.00) dollars for the first municipal ordinance violation,**
      2. **two hundred, seventy-five (\$275.00) dollars for the second municipal ordinance violation,**
      3. **three hundred, fifty (\$350.00) dollars for the third municipal ordinance violation, and**
      4. **four hundred, fifty (\$450.00) dollars for the fourth municipal ordinance violation.**
  - (2) **The Court shall not sentence a person to confinement, except the Court may sentence a person to confinement for any violation involving alcohol or controlled substances, violations endangering the health or welfare of other or eluding or giving false information to a law enforcement officer.**
  - (3) **A person shall not be placed in confinement for failure to pay a fine unless such nonpayment violates terms of probation or unless the due process procedures mandated by Missouri Supreme Court Rule 37.65 or its successor rule are strictly followed by the Court.**
  - (4) **Court costs that apply shall be assessed against the defendant unless the court finds that the defendant is indigent based on standard set forth in determining such by the presiding judge of the circuit. Such standards shall reflect model rules and requirements to be developed by the Missouri Supreme Court; and**
  - (5) **No court costs shall be assessed if the defendant is found to be indigent under subdivision 4 of this section or if the case is dismissed.**
- (c) Each day any violation of any provision of this Code or of any such ordinance shall continue shall constitute a separate offense.
- (d) In addition to the penalty hereinabove provided, any condition caused or permitted to exist in violation of any of the provisions of this Code or any such ordinance shall be deemed a public nuisance and may be, by the city, abated as provided by law, and each day that such condition continues shall be regarded as a new and separate offense.

**State Law reference**— Maximum penalty for violations of ordinances, RSMo 77.590; fine and costs for violation of municipal ordinances, RSMo 479.080; probation as penalty for ordinance violation, RSMo 559.607; **Conditions, RSMo 479.353**

Section 2. This Ordinance shall take effect and be in full force after passage and approval.

Section 3. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

PUBLIC HEARING: January 10, 2017

READ FOR THE FIRST TIME: January 10, 2017

READ FOR THE SECOND TIME AND PASSED:

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

\_\_\_\_\_  
Patricia Ledford, City Clerk  
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 \_\_\_\_\_, 2017, and thereafter adopted as Ordinance No. 2017-\_\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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

**BILL NO. 2016-**

**ORDINANCE NO. 2016-**

AN ORDINANCE AMENDING CHAPTER 14 – NUISANCES, ARTICLES I, II AND III OF THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI TO REVISE THE CITY CODES AND BE IN COMPLIANCE WITH THE MANDATES OF MISSOURI SENATE BILL 572 EFFECTIVE AUGUST 28, 2016.

---

WHEREAS, Senate Bill 572 modified several state laws effecting court imposed penalties, notice requirements and municipal court procedures to became effective on August 28, 2016; and

WHEREAS, the proposed amendments to the Code of Ordinances, Chapter 14, Article I, Sections 14-2, 14-6, 14-7, 14-9; Article II, Sections 14-41 and 14-42, and Article III, Section 14-107 bring the City’s public nuisance codes in compliance with revisions to state law including RSMO 67.398; and

WHEREAS, the City Attorney, City Prosecutor, Court Administrator, Chief of Police and Community Development Staff reviewed Chapter 14 – Nuisances of the Code of Ordinances in order to identify sections requiring revision and to be in compliance with the newly approved sections of State law; and

WHEREAS, a public hearing was held before the Regular Session City Council Meeting on **January 10, 2017** to receive input concerning the amendments to Chapter 14 of the Code of Ordinances upon proper notice advertised in the **December 30, 2016** edition of *The North Cass Herald*, a weekly/daily newspaper of general circulation in the County of Cass, State of Missouri; and

WHEREAS, the City Council believes the amendments to Chapters 14 are in the best interests of the citizens of Belton and will promote consistent application of laws of the State by adopting these amendments to the Code of Ordinances of the City of Belton, Missouri.

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

**Section 1.** That Chapter 14 – Nuisances of the Belton Code of Ordinances is hereby amended and revised with the **additions in bold print** and deletions with ~~strike through~~ notation as follows:

**Article I. - In General**

**Sec. 14-2. - Penalty.**

- (a) Notwithstanding any other provision of this Code to the contrary:
  - (1) Whenever the code enforcement officer or other employee authorized by the city manager is made aware that a violation of this chapter, including sections 14-37, 14-38, 14-39 or 14-40, has occurred, ~~and a notice of violation is issued~~, a summons to appear in municipal

court on the violation ~~shall~~ **may** be issued. if the violation is not abated by the time given ~~in the notice.~~

- (2) Any person who has been found guilty of violating any provision of this chapter, after issuance of a summons to appear in municipal court, shall ~~pay a minimum fine of \$100.00 for the first offense~~ **be assessed a fine and court costs not to exceed two hundred (\$200.00) dollars for the first offense.**
  - (3) Any person who has been found guilty of violating any provision of this chapter a second time **within a twelve (12) month period**, after issuance of a summons to appear in municipal court, shall ~~pay a minimum fine of \$200.00.~~ **be assessed a fine and court costs not to exceed two hundred, seventy-five (\$275.00) dollars.**
  - (4) Any person who has been found guilty of violating any provision of this chapter a third time **within a twelve (12) month period** after issuance of a summons to appear in municipal court, shall ~~pay a minimum fine of \$300.00.~~ **be assessed a fine and court costs not to exceed three hundred, fifty (\$350.00) dollars.**
  - (5) An habitual offender, that is, any person who has been found guilty of violating any provision of this chapter four times **within a twelve (12) month period**, after issuance of a summons to appear in municipal court, shall ~~be fined \$500.00~~ **be assessed a fine and court costs not to exceed four hundred, fifty (\$450.00) dollars for the fourth offense and each subsequent offense.** Probation may be granted to an habitual offender for a term of not less than two years.
- (b) ~~In addition to the fines which shall be imposed as provided for herein, any person found guilty of any provision of this chapter shall also be subject to additional punishment by imprisonment not exceeding 90 days, as may be determined by the municipal judge.~~
- (eb) If a person is charged and found guilty of committing more than one offense on the same day, then all such offenses on that day for purposes of this section shall be counted as one violation. Each day that any condition exists or continues which constitutes a violation of this chapter shall be regarded as a new and separate offense.
- (dc) The penalties in this section are in addition to the remedies identified elsewhere in this chapter, which include abatement and the imposition of costs through a special tax bill or in the annual real estate tax bill, any delinquent costs also constituting a personal debt against the owner and also creating a lien on the property until paid.

#### **Sec. 14-6. - Abatement after notice, hearing.**

- (a) If the abatement of any nuisance is not immediately necessary for the protection of the health and welfare of the inhabitants of the city, then the code enforcement officer or other employee authorized by the city manager shall ~~give seven~~ **ten (10) days'** notice to the owner **and** occupant or person having possession of the premises where the nuisance exists, or his or her agent, stating the nature of the nuisance and ordering the removal or abatement of such nuisance. The notice shall be required in order to abate the nuisance under provisions of this chapter, but notice shall not be required as a prerequisite for a violation of section 14-1 or repeat violations pursuant to subsection 14-41(b). If the nuisance is on private property, proof that a person occupied the property or that a person has possession or the right to possession



of the property shall constitute prima facie evidence for purposes of this chapter that the person has caused, maintained or permitted the nuisance; and the person shall be responsible for its abatement. The notification may be made by any one of the methods set forth in subsection 14-6(c)(7).

- (b) A person notified as provided in this section shall not fail, neglect or refuse to comply with the notice within the time specified. For every day from the time specified in the notice that the person shall fail, neglect or refuse to comply and for every day thereafter that the person shall fail, neglect or refuse to abate or remove such nuisance, he or she shall be deemed guilty of a separate offense. If the property has been posted with a notice to abate the nuisance, failure to give notice as set forth above shall not invalidate a lien against the land for charges to abate the nuisance.
- (c) Procedure. The notice of nuisance and requirement to abate shall:

- (1) Be in writing.
- (2) State the nature of the nuisance and that the condition constitutes a nuisance.
- (3) Describe the premises where the nuisance is alleged to exist or to have been committed.
- (4) Specify a period of ~~seven~~ **ten (10)** days for the abatement of the nuisance and advise the owner, occupant or person in possession of the premises of his or her right to request a hearing under the appeal procedure in subsection 14-6(d).
- (5) State that, unless the nuisance is abated within the ~~seven~~ **ten (10)** days, it can be abated by the city, and the costs of abatement shall be assessed as provided for under section 14-9.
- (6) ~~State that failure, neglect or refusal to abate the nuisance within the seven days renders the owner, occupant or person in possession of the premises prosecutable in municipal court, with penalties imposed in accordance with section 14-2.~~

~~(7)~~ **(6)** Be served upon the owner **and** occupant or person in possession of the premises, or owner of the personal property, by delivery personally or by leaving notice at the owner, occupant or person in possession's usual place of abode with a member of the family over the age of 15 years, or by United States mail, postage prepaid, addressed to the owner, occupant, person in possession or their agent. If a person to whom notice is addressed cannot be found after reasonable effort to do so, service may be made upon the person by posting the notice on the premises described in the notice, or by causing the notice to be published in a newspaper of general circulation. If the owner or occupant is a corporation, notice shall be served upon an officer, a person in charge of any local business office, or its registered agent or any other agent authorized by appointment or required by law to receive service of process.

- (d) Appeal.

- (1) Any person served with a notice of violation and requirement to abate shall have the right to appeal from the notice of violation to the chief of police, his designee **or other person designated by the City Manager** within ~~seven~~ **ten (10)** days of the date of the notice of violation. The chief or designee shall hear at a time promptly set, in a manner allowing the appellant to present evidence, each duly filed appeal and decide whether to affirm, amend or reverse the notice of violation or other action appealed. In doing so, the chief or designee may interpret the provisions of the Code and this chapter.

- (2) An appeal shall be in writing and in a form and with such information as the city may require. An appeal must be delivered to the police department administrative office on or before the ~~seventh~~ **tenth** day after the notice of the violation. Only those matters specifically raised by the applicant in the written appeal shall be considered.
- (3) The timely filing of an appeal shall not stay enforcement through abatement but shall preserve the right to challenge abatement costs. Failure of a person entitled to appeal under this chapter to timely file an appeal is a waiver of the right to appeal. A person shall be estopped to deny the validity of any order or action which could have been appealed.
- (4) Any person who appeals under this section may appeal the decision to the governing body within ten days of the decision, in writing, in a form and with such information as the city may require.

**Sec. 14-7. - Authorization to abate.**

~~Seven~~ **Ten** (10) days after the notice is given to a property owner ~~or~~ **and** person occupying or in possession of the property to abate or remove a nuisance, or to an agent as may be applicable, and the property owner or occupant or possessor fails to begin removing or abating the nuisance or otherwise fails to remove or abate the nuisance, ~~a summons shall be issued in accordance with section 14-2.~~ Further, the code enforcement officer or other employee authorized by the city manager is authorized and empowered to lawfully enter upon any private property or premises for the purpose of abating or removing any nuisance existing thereon upon obtaining a warrant or consent from the owner or occupant or possessor of the property and for that purpose may summon sufficient force to help him or her abate or remove any nuisance, including the use of city employees or equipment and the use of laborers hired for the duration of the abatement project.

**Sec. 14-9. - Liability for costs.**

All of the costs of abatement, including but not limited to, costs of notices, inspections and abatement proceedings **and proof of notice to the owner of the property** shall be certified to the city clerk or officer in charge of finance, who shall cause the certified costs to be included in a special tax bill or added to the annual real estate bill, at the collecting official's option, for the property and the certified costs shall be collected by the official collecting taxes in the same manner and procedure for collecting real estate taxes. If the certified costs are not paid, the tax bill or annual real estate bill reflecting the special tax bill (in any case referred to as "tax bill") shall be considered delinquent, and the collection of the delinquent bill shall be governed by the laws governing delinquent and back taxes. The tax bill from the date of its issuance shall be deemed a personal debt against the owner and **shall also be** a lien on the property **from the date the tax bill is delinquent** until paid. The tax bill shall be prima facie evidence of the recitals therein and of its validity and no mere clerical error or informality in the same, or in the proceedings leading up to the issuance, shall be a defense thereto. Each tax bill shall be issued by the city clerk and delivered to the collecting official on or before the first day of September of each year. The tax bills if not paid when due shall bear interest at the rate of 12 percent per annum.



## **Article II. – Weeds and Other Rank Vegetation**

### **Sec. 14-41. - Abatement; order for owner to abate.**

- (a) Whenever the code enforcement officer or other employee authorized by the city manager is made aware that a violation of sections 14-37, 14-38, 14-39 or 14-40 has occurred, the code enforcement officer or other employee authorized by the city manager shall give ~~seven~~ **ten (10)** days' notice as authorized in section 14-6 to the owner ~~or~~ **and** occupant or person in possession of the premises where the violation exists, or to his or her agent, stating the nature of the violation and ordering the removal or abatement of violative weeds, or other rank vegetation nuisance. If the violation is not abated within ~~seven~~ **ten (10)** days of the notice, the city shall cause the violation to be abated with costs assessed as set forth in section 14-9. If a party timely appeals under section 14-6, costs may be challenged.
- (b) Any person served with a notice of violation has the right to a hearing as set forth in section 14-6; however, the filing of an appeal shall not stay the abatement of weeds or other rank vegetation.
- (c) If weeds, or other rank vegetation are allowed to grow on the same property in violation of a provision in article II of this chapter more than once during the same growing season, and the city has provided at least one notice of violation in accordance with subsection (a) of this section, the code enforcement officer or other employee authorized by the city manager may, without further notification, have the weeds, or other rank vegetation removed, cut or abated, and the cost of the same shall be billed and collected as provided in section 14-9. The provisions of this subsection do not apply to lands owned by a public utility and lands, rights-of-way, and easements appurtenant or incidental to lands controlled by any railroad.

### **Sec. 14-42. - Abatement by city; collection of costs thereof.**

In case the party responsible for abating or remedying the weeds, or other rank vegetation identified as being nuisances or in violation of sections 14-37 through 14-41 has not removed or abated or otherwise brought the violation into compliance with this chapter within the ~~seven~~ **ten**-day abatement period set forth in subsection 14-41(a), the code enforcement officer or other employee authorized by the city manager shall have the weeds or rank vegetation, cut down and removed or otherwise abated to bring such areas into compliance with this chapter. All costs of abatement shall be collected as provided in section 14-9.

## **Article III – Abandoned Property**

### **Division 2. – Properties in Foreclosure**

#### **14-107. Violations**

Any beneficiary, registered representative, or local property management company that violates any provision of this article shall be in violation of this article, and *summons* may be issued against the beneficiary's representative for such violation. In addition to any other penalties which may be assessed for a violation of this article, any person or entity who violates a provision of this article shall be assessed a fine of ~~\$500.00 per violation~~ **pursuant to Section 14-2 of this Chapter.**

**Section 2.** This Ordinance shall take effect and be in full force after passage and approval.

**Section 3.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

PUBLIC HEARING: January 10, 2017

READ FOR THE FIRST TIME: January 10, 2017

READ FOR THE SECOND TIME AND PASSED:

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

\_\_\_\_\_  
Patricia Ledford, City Clerk  
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 \_\_\_\_\_, 2017, and thereafter adopted as Ordinance No. 2017-\_\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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

**BILL NO. 2016-**

**ORDINANCE NO. 2016-**

AN ORDINANCE AMENDING CHAPTER 8 – COURTS AND JAILS OF THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI TO REVISE THE CITY CODES AND BE IN COMPLIANCE WITH THE MANDATES OF MISSOURI SENATE BILL 572 EFFECTIVE AUGUST 28, 2016.

---

WHEREAS, Senate Bill 572 modified several state laws effecting court imposed penalties, notice requirements and municipal court procedures to become effective on August 28, 2016; and

WHEREAS, the proposed amendments to the Code of Ordinances, Chapter 8, Articles I, Section 8-2; Article II, Sections 8-20, 8-95, 8-96, 8-119, 8-120, 8-121 and 8-122 bring the City’s municipal court codes in compliance with revisions to state law including RSMO 479.020 and 479.350; and

WHEREAS, the City Attorney, City Prosecutor, Court Administrator, Chief of Police and Director of Finance reviewed Chapter 8 – Courts and Jails of the Code of Ordinances in order to identify sections requiring revision and to be in compliance with the newly approved sections of State law; and

WHEREAS, a public hearing was held before the Regular Session City Council Meeting on **January 10, 2017** to receive input concerning the amendments to Chapter 8 of the Code of Ordinances upon proper notice advertised in the **December 30, 2016** edition of *The North Cass Herald*, a weekly/daily newspaper of general circulation in the County of Cass, State of Missouri; and

---

WHEREAS, the City Council believes the amendments to Chapters 8 are in the best interests of the citizens of Belton and will promote consistent application of laws of the State by adopting these amendments to the Code of Ordinances of the City of Belton, Missouri.

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

Section 1. That Chapter 8 – Courts and Jails of the Belton Code of Ordinances is hereby amended and revised with the **additions in bold print** and deletions with ~~strike-through~~ notation as follows:

Article I – In General

**Sec. 8-2: Definitions.**

**Court costs - costs, fees, or surcharges which are retained by the city upon a finding of guilty or plea of guilty, shall exclude any costs, fees, or surcharges disbursed to the state or other entities by the city and any certified costs, not including fines added to the annual real estate tax bill or a special tax bill under section 67.398, 67.402, or 67.451.**

**Minor traffic violation - a municipal traffic ordinance violation prosecuted that does not involve an accident or injury, that does not involve the operation of a commercial motor vehicle, and for which no points are assessed by the department of revenue or the department of revenue is authorized to assess one to four points to a person's driving record upon conviction. Minor traffic violation shall include amended charges for any minor traffic violation. Minor traffic violation shall exclude a violation for exceeding the speed limit by more than nineteen miles per hour or a violation occurring within a construction zone or school zone.**

**Municipal ordinance violation - a municipal ordinance violation prosecuted for which penalties are authorized by statute under sections 67.398, 71.285, 89.120, and 89.490 RSMo. Municipal ordinance violation shall include amended charges for municipal ordinance violations.**

## Article II – Municipal Court

### Division 1 - Generally

#### Sec. 8-20. - Judges.

The municipal court shall initially be composed of one division, having its own judge.

- (1) Municipal judge selection. The judge of the city's municipal court shall be known as a municipal judge of the Seventeenth Judicial Circuit Court, and shall be appointed by the mayor, with advice and consent of a majority of the entire city council for a term of four years.
- (2) Powers and duties. The municipal judges shall have such powers and duties as are conferred upon such officers by law or by ordinance and shall establish a traffic violations bureau as provided for in the Missouri Rules of Practice and Procedure in Municipal and Traffic Courts and RSMo 479.050, as amended.
- (3) Qualifications for office; outside employment.
  - a. The municipal judge shall possess and maintain the following qualifications before and after taking office:
    1. Must be a licensed attorney, qualified to practice law within the state.
    2. Need not reside within the city.
    3. Must be a resident of the state and have resided in the state for one year next preceding the appointment.
    4. Must be at least 21 years of age and less than 75 years of age.
    5. May serve as municipal judge for any other municipality.
    6. May not hold any other office within the city government.
    7. **Shall not serve as a municipal judge in more than five (5) municipalities at one time.**
  - b. The municipal judge shall be considered holding a part-time position, and as such may accept other employment within the requirements of the Code of Judicial Conduct, Missouri Supreme Court Rule 2.



- (4) Prohibition. No municipal judge shall hold any other city office or city employment during the term for which the judge was appointed, and no former municipal judge shall hold any compensated appointive city office or city employment until one year after the expiration of the term for which the judge was appointed.
  - (5) Vacancies. An office of municipal judge shall become vacant upon the judge's death, resignation, recall or removal from office in any manner authorized by the city Charter or by law, or upon forfeiture of the office.
  - (6) Forfeiture of office. A municipal judge shall forfeit office:
    - a. If at any time during the term of office he or she lacks any qualification for the office prescribed by the city Charter or by law;
    - b. If the judge violates any prohibition as provided in section 7.2(d) of the city Charter, Prohibition; or
    - c. If a judge willfully violates the requirements of section 15.1 of the city Charter, Personal Financial Interest.
  - (7) Removal from office. Municipal judges may be removed from office in any manner provided by law or the rules of the state supreme court.
  - (8) Incumbent term of office. The incumbent municipal judge shall continue in office for the duration of the incumbent appointed term.
  - (9) Compensation. Compensation of municipal judges shall be determined by ordinance, and shall not be dependent in any way upon the number of cases tried, the number of guilty verdicts reached or the amount of fines imposed or collected. No change in compensation of an incumbent municipal judge shall become effective during that judge's term of office. Municipal judges shall be entitled to receive reimbursement for actual, reasonable and necessary expenses, provided that such expenses are supported by appropriate documentation or are authorized by city policy.
- 

### Division 3 - Procedure

#### Sec. 8-95. - Reporting to City Council.

The municipal judge shall cause **a report to the City Council** to be prepared within the first 15 days of every month ~~a report~~ indicating the following:

- (1) Name of the defendant, if said defendant was found guilty;
- (2) The fine assessed in each individual case;
- (3) The amount of cost assessed in each individual case;
- (4) The term of imprisonment in each individual case;
- (5) Where applicable, the amount of fine remaining to be paid and arrangements for payment by the defendant; and
- (6) Whether said case has been appealed.

Sec. 8-96. - Failure to appear in court.

- (a) Failure to appear in court prohibited. No person shall knowingly fail to appear in court at the place and time specified in any written promise to appear in court, or after being summoned or otherwise formally notified to appear in court.
- (b) ~~Fine. Any individual that fails to appear in court as described in subsection (a) may be punished by a fine of not less than \$10.00 and not more than \$500.00. However, in no event shall the maximum fine exceed that which may be imposed for the alleged municipal ordinance violation that required the person to appear in court. Any fine imposed shall be in addition to any bond forfeited pursuant to section 8-93 of the Code based on the individual's failure to appear in court.~~
- (b) Warrant. A warrant may be issued to arrest any individual who fails to appear in court as described in subsection (a), pursuant to the applicable procedures of this Code including, but not limited to, subsection 8-1(a)(2) and section 8-83, and in accordance with Missouri law.
- (c) Contempt of court not limited. Nothing in this section shall be construed to prevent the court from exercising its power to punish for contempt pursuant to subsection 8-1(a)(2).

~~Division 4 - Court Costs~~ **Division 4 - Court Costs - Authority to Assess**

~~Sec. 8-119. - Generally.~~ DELETED IN ITS ENTIRETY AND REPLACED WITH REVISED SECTION 8-119

~~In addition to any fine that may be imposed by the municipal judge, there may be assessed as costs in all cases the following:~~

- ~~(1) Costs of court in an amount not to exceed \$12.00.~~
- ~~(2) In all cases, except those for violations of fish and game regulations, cost for the training of police officers in the amount of \$3.00. Two dollars of such fees collected shall be used locally for training law enforcement officers. One dollar of such fees collected shall be deposited into the peace officer standards and training commission fund to be used statewide for training law enforcement officers. Such payments should be made by check payable to the "Treasurer, State of Missouri" and mailed each month to:  
Budget Director  
Department of Public Safety  
P.O. Box 749  
Jefferson City, MO 65102~~
- ~~(3) Other costs, such as for the issuance of a warrant, a commitment, or a summons, as provided before the associate circuit judge in criminal prosecutions.~~
- ~~(4) Actual costs assessed against the city by the county sheriff for apprehension or confinement in the county jail.~~



- ~~(5) Mileage, in the same amount as provided to the sheriff in criminal violations, for each mile and fraction thereof the officer must travel (both directions) in order to serve any warrant or commitment or order of this court.~~

~~State Law reference—Filing fees, RSMo 479.260.~~

## REVISED SECTION 8-119

### Sec 8-119. – Costs, Fees and Surcharges

In addition to any fine that may be imposed by the Municipal Judge, there may be assessed the following costs in all cases. All costs collected are to be remitted to the respective state, county, or city treasuries as referenced below in each fund, on not less than a monthly basis. None of these fees shall be collected in any case where a case or defendant has been dismissed by the court or when the judge declares the defendant indigent and/or costs are waived by the judge or when costs are to be paid by the state, county or city. Additionally, as defined in RSMo 479.350(3)-479.350(4) the total of court costs and fines for municipal minor traffic violations or municipal ordinance violations shall not exceed the amount authorized by state law.

- (1) *For clerk fee.* Pursuant to RSMo 479.260, and as authorized by RSMo 488.012.3(6), a twelve dollar (\$12.00) clerk fee shall be assessed. Funds shall be paid to the City Treasury.
  - (a) *For Judicial Education Fund.* Pursuant to RSMo 479.260, the Municipal Judge may establish, by judicial order, a Judicial Education Fund to provide for continuing education and certification of municipal judges, and the judicial education and training of the court administrator and clerks of the municipal division. If the fund has been established, the municipal division withholds one dollar (\$1.00) from “all fees collected” on each case, and deposits it in the Judicial Education Fund administered by the municipal division. The Judicial Education Fund is not an additional fee, but it allows for an allocation of one dollar (\$1.00) to be taken from the twelve dollar (\$12.00) clerk fee.
  - (b) *For Appointed Counsel Fund.* Pursuant to RSMo 479.260, the Municipal Judge may establish an Appointed Counsel Fund. Both are funded by the same one dollar (\$1.00) referenced in the Judicial Education Fund with the allocation between the two funds being determined by the court. The appointed counsel fund shall only be used to pay court-approved reasonable fees for attorneys for indigent defendants who cannot pay for legal representation and are required to have appointed counsel by Supreme Court rules or the law. Any fund balance that exceeds five thousand (\$5,000.00) shall be paid over to the City Treasury.
- (2) *For Crime Victim’s Compensation Fund.* Pursuant to RSMo 488.5339 and 595.045.6 a surcharge of seven dollars and fifty cents (\$7.50) shall be assessed.
  - (a) Ninety-five percent or seven dollars and thirteen cents (\$7.13) shall be paid to the Director of Revenue of the State of Missouri to the credit of the Crime Victim’s Compensation Fund; and

- (b) Five percent or thirty-seven cents(\$0.37) shall be transmitted for deposit in the City Treasury.
- (3) *For Peace Officer Standards and Training (POST) Commission surcharge.* Pursuant to RSMo 488.5336, the Municipal Judge shall assess one dollar (\$1.00) for the training of police officers. The fees collected shall be paid to the Treasurer, State of Missouri, peace officer standards and training commission fund to be used statewide for training law enforcement officers.
- (4) *For Law Enforcement Training Fund surcharge.* Pursuant to RSMo 488.5336, the Municipal Judge may assess a surcharge of two dollars (\$2.00) and shall be used locally for training law enforcement officers. The surcharges shall be paid to the City Treasury.
- (5) *For Law Enforcement Arrest costs.* Pursuant to 488.5334, the Municipal Judge may order a defendant who pleads guilty or is found guilty or convicted of an alcohol or drug-related traffic offenses, to reimburse the City for the costs associated with the defendant's arrest pursuant to Belton Code Section 13-577. Such costs shall include the reasonable cost of making the arrest, including the cost of any chemical test made under RSMo Chapter 577, to determine the alcohol or drug content of the person's blood, and the costs of processing, charging, booking and holding such person in custody.
- (6) *For Domestic Violence Shelter Fund surcharge.* Pursuant to RSMo 488.607, the Municipal Judge may assess a surcharge of two dollars (\$2.00). The surcharges shall be paid in accordance with state law.
- (7) *For Inmate Prisoner Detainee Security Fund surcharge.* Pursuant to RSMo 488.5026, the Municipal Judge may assess a surcharge of two dollars (\$2.00). Funds are to be used for development and maintenance of the biometric identification systems to track prisoners in the local jail and to pay expenses related to custody, housing, and other costs associated with the offender's incarceration. The surcharges shall be paid to the City Treasury.
- (8) *For Sheriffs' Retirement Fund Surcharge.* Pursuant to RSMo 488.024, the Municipal Judge shall assess a surcharge of three dollars (\$3.00). The surcharges shall be paid to the Sheriffs' Retirement Fund.
- (9) Other costs, such as for the issuance of a warrant, a commitment, or a summons, as provided before the associate circuit judge in criminal prosecutions.
- (10) Actual costs assessed against the City by the County Sheriff for apprehension or confinement in the county jail.
- (11) Mileage, in the amount as provided to the County Sheriff in criminal violations, for each mile and fraction thereof the officer must travel (both directions) in order to serve any warrant or commitment or order of this court.

~~Sec. 8-120.—Additional assessment for purpose of paying operating expenses for shelters for battered persons DELETED IN ITS ENTIERETY, REVISED AND RELOCATED TO 8-119 (6)~~

~~In addition to the costs that may be assessed pursuant to the provisions of subsections 8-119(1)–(5), or any other costs which may be authorized by state law or this Code:~~

- ~~(1) The municipal court judge shall assess an additional court cost of \$2.00 for each case filed for violation of city ordinances, except that no such additional court cost shall be collected for any case that is dismissed, for any case where the defendant is discharged, or for any case where the defendant is found by the judge to be indigent and unable to pay the cost.~~
- ~~(2) The clerk of the court shall collect the additional court costs and promptly disburse them no less often than monthly to the city.~~
- ~~(3) The city shall use the proceeds of these additional court costs only for the purpose of providing operating expenses for shelters for victims of domestic violence that are qualified under state law to receive the proceeds of these additional costs.~~
- ~~(4) The city shall disburse the funds only to qualified shelters for victims of domestic violence and the funds shall be equitably distributed to all such qualified shelters which provide shelter to city residents who are victims of domestic violence.~~

~~Sec. 8-121.—Two-dollar surcharge for inmate security fund. DELETED IN ITS ENTIRIETY, REVISED AND RELOCATED TO 8-119 (7)~~

- ~~(a) In addition to the costs that may be assessed pursuant to the provision of sections 8-119 and 8-120, a surcharge of \$2.00 shall be assessed as costs in each court proceeding filed in municipal court in all criminal cases including violations of any city ordinance or any violation of criminal or traffic laws, including an infraction and violation of a city ordinance; except that no such fee shall be collected in any proceeding in any court when the proceeding or the defendant has been dismissed by the court or when costs are to be paid by the city. A surcharge of \$2.00 shall be assessed as costs in a juvenile court proceeding in which a child is found by the court to come within the applicable provisions of RSMo 211.031(1)(3).~~
- ~~(b) The city finance director shall deposit funds generated by the surcharge into the inmate security fund. Funds deposited shall be utilized to develop biometric verification systems to ensure that inmates can be properly identified and tracked with the local jail system. Upon the installation of the biometric verification system, funds in the inmate security fund may be used for the maintenance of the biometric verification system, and to pay for any expenses related to custody and housing and other expenses for prisoners.~~

~~Sec. 8-122.—Assessment against prosecuting witness. DELETED IN ITS ENTIRETY~~

~~The costs of any action may be assessed against the prosecuting witness and judgment may be rendered against him or her that he or she pay the same and stand committed until paid in any case where it appears to the satisfaction of the municipal judge that the prosecution was commenced without probable cause and from malicious motives.~~

Section 2. This Ordinance shall take effect and be in full force after passage and approval.

Section 3. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

PUBLIC HEARING: January 10, 2017

READ FOR THE FIRST TIME: January 10, 2017

READ FOR THE SECOND TIME AND PASSED:

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

\_\_\_\_\_  
Patricia Ledford, City Clerk  
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 \_\_\_\_\_, 2017, and thereafter adopted as Ordinance No. 2017-\_\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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

