



**CITY OF BELTON  
CITY COUNCIL  
REGULAR MEETING  
TUESDAY, JUNE 14, 2016 – 7:00 P.M.  
CITY HALL ANNEX  
520 MAIN STREET  
AGENDA**

- I. CALL REGULAR MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – COUNCILMAN VAN WINKLE
- III. ROLL CALL
- IV. CONSENT AGENDA

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

- A. Motion approving the minutes of the May 24, 2016, City Council regular meeting.

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- B. Motion approving Resolution R2016-22:  
A RESOLUTION REAPPOINTING WILLIAM KEENEY TO THE ENHANCED ENTERPRISE ZONE BOARD.

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- C. Motion authorizing the Mayor to sign the Notice of Assignment from Municipal Asset Management, Inc dated May 11, 2016, acknowledging that Municipal Asset Management has assigned all of its rights, title and interest in, to and under the Municipal Lease and Option Agreement between the City of Belton, Missouri and Municipal Asset Management, Inc., dated as of October 15, 2015 to the Martin 1991 Trust.

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- D. Motion authorizing the Mayor to sign the KCPL Facilities Extension Agreement related to the Cedar Tree lift station removal project.

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- V. PERSONAL APPEARANCES

Due to the necessity of approving Resolution R2016-24 before Ordinance 2016-70, the resolutions will be presented first on this week's agenda.

## VI. RESOLUTIONS

### A. Motion approving Resolution R2016-23:

A RESOLUTION APPROVING AND AUTHORIZING TASK AGREEMENT NO. 10 WITH SUPERIOR BOWEN ASPHALT COMPANY, LLC IN A NOT TO EXCEED AMOUNT OF \$1,275,217.00 TO COMPLETE THE FY17 STREET PRESERVATION PROGRAM AND THE ASPHALT ADA COMPLIANCE WORK.

Page 31

Pass  Fail

### B. Motion approving Resolution R2016-24:

A RESOLUTION APPROVING AMENDMENTS TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BELTON AND LOCAL NO. 42 – INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, SPECIFICALLY ARTICLES IV, XII, XIII, XVI, XX, XXII, XXV, AND APPENDICES C, E, F, G.

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Pass  Fail

## VII. ORDINANCES

### A. Motion approving both readings of Bill No. 2016-66:

AN ORDINANCE APPOINTING RYAN FINN TO FILL THE UNEXPIRED TERM OF SCOTT VON BEHREN, WARD 1 CITY COUNCILMAN.

There were four (4) applications received, Ryan Finn, Tom MacPherson, Steven Deere, and Jason Harrison. Mayor Davis, Mayor Pro Tem Jeff Fletcher, and Councilman Chet Trutzel interviewed the candidates and are recommending to appoint Ryan Finn.

Page 61

Pass  Fail

### ADMINISTRATION OF OATH OF OFFICE TO NEWLY APPOINTED OFFICIAL

### B. Motion approving final reading of Bill No. 2016-62:

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW, AN ELECTRONIC MESSAGE CENTER SIGN FOR THE PHILLIPS 66 MINIT-MART, LOCATED IN A C-2 (GENERAL COMMERCIAL) DISTRICT, ADDRESSED AS 500 E NORTH AVENUE, BELTON, MISSOURI.

Paperwork previously distributed

Pass  Fail

- C. Motion approving final reading of Bill No. 2016-63:  
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A MUNICIPAL AGREEMENT WITH MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SPLITTING COST EQUALLY BETWEEN THE CITY OF BELTON, MISSOURI, THE CITY OF GRANDVIEW, MISSOURI, AND THE CITY OF KANSAS CITY, MISSOURI FOR AESTHETIC TREATMENTS FOR THE INTERCHANGE IMPROVEMENTS AT 155<sup>TH</sup> STREET.

Paperwork previously distributed

Pass  Fail

- D. Motion approving final reading of Bill No. 2016-64:  
AN ORDINANCE APPROVING AND AUTHORIZING THE REAPPROPRIATION AND REVISION OF THE CITY OF BELTON FISCAL YEAR 2017 ADOPTED CITY BUDGET IN THE STREET FUND (225) TO MOVE FUNDS FROM STREET RAINY DAY TO STREET SIGN MAINTENANCE TO UPGRADE TRAFFIC SIGNAL ON MARKEY PARKWAY AT THE ENTRANCE TO MENARDS.

Paperwork previously distributed

Pass  Fail

- E. Motion approving final reading of Bill No. 2016-65:  
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENERGY CONSULTATION PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENERGY SOLUTIONS, INC. DBA 360 ENERGY ENGINEERS, LLC.

Paperwork previously distributed

Pass  Fail

- F. Motion approving both readings of Bill No. 2016-67:  
AN ORDINANCE APPROVING AND AUTHORIZING THE REAPPROPRIATION AND REVISION OF THE CITY OF BELTON FISCAL YEAR 2017 ADOPTED CITY BUDGET IN THE STREET FUND (225) TO MOVE FUNDS FROM STREET RAINY DAY TO STREET PRESERVATION AND ADA COMPLIANCE IMPROVEMENTS LINE ITEMS.

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Pass  Fail

- G. Motion approving both readings of Bill No. 2016-68:  
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING CHANGE ORDER #2 WITH TERRY SNELLING CONSTRUCTION, INC. IN THE NOT-TO EXCEED AMOUNT OF \$25,000 TO COMPLETE THE CONCRETE PORTION OF THE ADA COMPLIANCE IMPROVEMENTS PROJECT.

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Pass  Fail

- H. Motion approving both readings of Bill No. 2016-69:

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A MUNICIPAL AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO COMPLETE THE DOCUMENTATION NECESSARY FOR DONATION OF A PIECE OF CITY RIGHT-OF-WAY THROUGH A PREVIOUSLY APPROVED QUITCLAIM DEED TO THE STATE OF MISSOURI ACTING BY AND THROUGH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION.

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Pass  Fail

- I. Motion approving first reading of Bill No. 2016-70:

AN ORDINANCE APPROVING THE RE-APPROPRIATION & REVISION OF THE FISCAL YEAR 2017 ADOPTED CITY BUDGET.

This budget amendment is for the Fire Department to reflect the negotiated Collective Bargaining Agreement.

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Pass  Fail

- J. Motion approving first reading of Bill No. 2016-71:

AN ORDINANCE APPROVING THE FINAL PLAT OF TRADITIONS – 1<sup>ST</sup> PLAT, A PART OF GOVERNMENT LOT 2, OF THE SW ¼ OF SECTION 18, TOWNSHIP 46, RANGE 32, A 49.40-ACRE TRACT OF LAND, LOCATED DIRECTLY ON THE EAST SIDE OF S. MULLEN ROAD, AND SYCAMORE DRIVE, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.

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Pass  Fail

- K. Motion approving first reading of Bill No. 2016-72:

AN ORDINANCE APPROVING THE DEVELOPMENT AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND DEVELOPER SALLEE REAL ESTATE INVESTMENTS, LLC REGARDING THE FIRST PHASE OF THE TRADITIONS SUBDIVISION FOR REPAIRING, REPLACING AND MAINTAINING CERTAIN PUBLIC INFRASTRUCTURE, INSTALLING CERTAIN TEMPORARY STORM WATER FACILITIES AND DEFINING CERTAIN RESTRICTIONS IN THE DEVELOPMENT.

Page 125

Pass  Fail



L. Motion approving first reading of Bill No. 2016-73:

AN ORDINANCE AUTHORIZING THE CITY COUNCIL TO APPROVE A WATER SHUT-OFF AGREEMENT FOR NON-PAYMENT OF SEWER SERVICES BETWEEN THE CITIES OF BELTON AND RAYMORE, MISSOURI TO FACILITATE AND COORDINATE PROVIDING SANITARY SEWER TO PROPERTIES ADJACENT TO THE CITY OF BELTON.

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Pass  Fail

M. Motion approving first reading of Bill No. 2016-74:

AN ORDINANCE APPROVING THE VACATION OF AN UNUSED UTILITY EASEMENT AT 234 PECULIAR DRIVE LOCATED IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.

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Pass  Fail

VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR'S COMMUNICATIONS

X. CITY MANAGER'S REPORT

XI. MOTIONS

XII. OTHER BUSINESS

XIII. ADJOURN

**SECTION IV**  
**A**

**MINUTES OF THE  
BELTON CITY COUNCIL  
REGULAR MEETING  
MAY 24, 2016  
CITY HALL ANNEX, 520 MAIN STREET  
BELTON, MISSOURI**

Mayor Pro Tem Fletcher called the meeting to order at 7:00 P.M.

Councilmen Trutzel led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Pro Tem Jeff Fletcher, Gary Lathrop, Bob Newell, Lorrie Peek, Tim Savage, Chet Trutzel, and Dean Van Winkle; Mayor Jeff Davis was absent. Also present: Ron Trivitt, City Manager; Megan McGuire, City Attorney; and Patti Ledford, City Clerk.

**CONSENT AGENDA:**

Councilman Trutzel moved to approving the consent agenda consisting of a **motion approving the minutes of the May 10, 2016, City Council regular meeting; a motion approving the April 2016 Municipal Police Judge's Report; a motion approving Resolution R2016-21: A RESOLUTION APPOINTING GEORGE SHRUM TO THE MUNICIPAL PARK BOARD; a motion approving the purchase of replacement floor tiles in the police dispatch area by E & J Specialty in the amount of \$6,187.50; a motion approving the purchase of a FRED DX System forensics machine from Digital Intelligence for the police department in the amount of \$8,424.00; and a motion authorizing the Mayor to sign the KCPL Facilities Extension Agreement related to the Holmes Road Pump Station Improvement Project.** Councilman Lathrop seconded. All present voted in favor. Mayor Davis absent. Consent agenda approved.

**PERSONAL APPEARANCES:**

Mayor Pro Tem Jeff Fletcher presented a Proclamation for Missouri Retired Teachers Association to Billie Jo Parrack proclaiming June 8, 2016 as Retired Educators Days, read by Councilman Trutzel.

**ORDINANCES:**

Patti Ledford, City Clerk, gave the final reading of Bill No. 2016-54: **AN ORDINANCE AMENDING CHAPTER 42 – WATER AND SEWERS, ARTICLE III. - SEWERS, DIVISION 2. - DISPOSAL REGULATIONS, SECTION 42.204, 42.205, 42.230, 42.259, 42.262, AND 42.263 OF THE BELTON UNIFIED DEVELOPMENT CODE OF THE CITY OF BELTON, MISSOURI.** Presented by Councilman Lathrop, seconded by Councilman Trutzel. The Council was polled and the following vote recorded: Ayes: 7, Councilmen Savage, Newell, Peek, Mayor Pro Tem Fletcher, Councilmen Lathrop, Trutzel, and VanWinkle; Noes: None; Absent: 1, Mayor Jeff Davis. Bill No. 2016-54 was declared passed and in full force and effect as Ordinance No. 2016-4222, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-55: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A TRANSFER OF CITY-OWNED PROPERTY AND ALL ABUTTER'S RIGHTS OF DIRECT ACCESS BETWEEN 155<sup>TH</sup> STREET AND CITY'S ABUTTING LAND IN THE NE 1/4 OF THE NE 1/4 OF SECTION 2, T46N, R33W, BELTON, CASS COUNTY, MISSOURI (COMMONLY KNOWN AS EAST OF NORTH SCOTT SPUR) BY QUITCLAIM DEED TO THE STATE OF MISSOURI ACTING BY AND THROUGH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION.** Presented by Councilman Trutzel, seconded by Councilman Newell. The Council was polled and the following vote recorded; Ayes: 7, Councilmen Lathrop, VanWinkle, Savage, Peek, Mayor Pro Tem Fletcher, Councilmen Trutzel, and Newell; Noes: None; Absent: 1, Mayor Davis. Bill No. 2016-55 was declared passed and in full force and effect as Ordinance No. 2016-4223, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-56: **AN ORDINANCE AUTHORIZING AND APPROVING A PUBLIC SERVICES AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND BELTON COMMUNITY PROJECTS, INC. TO PROVIDE PUBLIC SERVICES SUPPORT FOR THE BELTON COMMUNITY DAYS IN BELTON, MISSOURI IN JUNE 2016.** Presented by Councilman Lathrop, seconded by Councilman Trutzel. The Council was polled and the following vote recorded; Ayes: 7, Councilmen Newell, Trutzel, Lathrop, Savage, VanWinkle, Peek, and Mayor Pro Tem Fletcher; Noes: None; Absent: 1, Mayor Davis. Bill No. 2016-56 was declared passed and in full force and effect as Ordinance No. 2016-4224, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-57: **AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW, A SIXTY-FOOT (60') POLE SIGN FOR THE FREDDY'S FROZEN CUSTARD AND STEAK RESTAURANT, LOCATED IN A C-2 (GENERAL COMMERCIAL) DISTRICT, ADDRESSED AS 1822 E NORTH AVENUE, BELTON, MISSOURI.** Presented by Councilman Trutzel, seconded by Councilman Newell. The Council was polled and the following vote recorded; Ayes: 7, Councilmen Peek, Lathrop, Trutzel, Mayor Pro Tem Fletcher, Councilmen VanWinkle, Newell, and Savage; Noes: None; Absent: 1, Mayor Davis. Bill No. 2016-57 was declared passed and in full force and effect as Ordinance No. 2016-4225, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-59: **AN ORDINANCE APPROVING A FIRST AMENDMENT TO THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND THE BELTON-CASS REGIONAL TRANSPORTATION DEVELOPMENT DISTRICT.** Presented by Councilman Trutzel, seconded by Councilman Newell. The Council was polled and the following vote recorded; Ayes: 7, Councilmen Savage, Peek, Newell, Mayor Pro Tem Fletcher, Councilmen Lathrop, Trutzel, and VanWinkle; Noes: None; Absent: 1, Mayor Davis. Bill No. 2016-59 was declared passed and in full force and effect as Ordinance No. 2016-4226, subject to Mayoral veto.

Ms. Ledford read Bill No. 2016-60: **AN ORDINANCE APPROVING AN AGREEMENT WITH BENEFIT ADMINISTRATIVE SERVICES INTERNATIONAL CORPORATION a/k/a "BASIC" FOR PLAN ADMINISTRATION OF CITY OF BELTON EMPLOYEES CAFETERIA SECTION 125 TAX SAVINGS PLAN.** Presented by Councilman Newell, seconded by Councilman Trutzel. Councilman Lathrop noted it states a fee schedule is attached but there was not one. The City Clerk said the fee schedule is the same as it was with First Trust of Mid-American until July 1, 2017. It is \$4.50 per participant per month and currently there are

38 participants. All voted in favor of the first reading. Mayor Davis absent. **Councilman Lathrop moved to hear the final reading.** Councilman Trutzel seconded. All present voted in favor. The final reading was read. Presented by Councilman Lathrop, seconded by Councilman Trutzel. The Council was polled and the following vote recorded; Ayes: 7, Councilmen Newell, Trutzel, Lathrop, Mayor Pro Tem Fletcher, Councilmen VanWinkle, Peek, and Savage; Noes: None; Absent: 1, Mayor Davis. Bill No. 2016-60 was declared passed and in full force and effect as Ordinance No. 2016-4227, subject to Mayoral veto.

Ms. Ledford read Bill No. 2016-61: **AN ORDINANCE APPROVING A BUSINESS ASSOCIATES AGREEMENT WITH BENEFIT ADMINISTRATIVE SERVICES INTERNATIONAL CORPORATION, a/k/a "BASIC", THE CITY OF BELTON'S SECTION 125 CAFETERIA PLAN PROVIDER.** Presented by Councilman Trutzel, seconded by Councilman Newell. Councilman Lathrop asked if this is the same as the previous ordinance. Megan McGuire, City Attorney, said no, but this is the more important of the two. This one entails confidentiality that passes through city and the plan. Basic has to perform the duties under federal law. It is a complimentary agreement. Vote on the first reading was recorded with all voting in favor. Mayor Davis absent. **Councilman Newell moved to hear the final reading.** Councilman Lathrop seconded. All voted in favor. The final reading was read. Presented by Councilman Lathrop, seconded by Councilman Trutzel. The Council was polled and the following vote recorded; Ayes: 7, Councilmen Trutzel, Savage, Lathrop, Newell, Mayor Pro Tem Fletcher, Councilmen VanWinkle, and Peek; Noes: None; Absent: 1, Mayor Davis. Bill No. 2016-61 was declared passed and in full force and effect as Ordinance No. 2016-4228, subject to Mayoral veto.

Ms. Ledford read Bill No. 2016-62: **AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW, AN ELECTRONIC MESSAGE CENTER SIGN FOR THE PHILLIPS 66 MINIT-MART, LOCATED IN A C-2 (GENERAL COMMERCIAL) DISTRICT, ADDRESSED AS 500 E NORTH AVENUE, BELTON, MISSOURI.** Presented by Councilman Trutzel, seconded by Councilman Lathrop. Vote on the first reading was recorded with all voting in favor. Mayor Davis absent. First reading passed.

Ms. Ledford read Bill No. 2016-63: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A MUNICIPAL AGREEMENT WITH MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SPLITTING COST EQUALLY BETWEEN THE CITY OF BELTON, MISSOURI, THE CITY OF GRANDVIEW, MISSOURI, AND THE CITY OF KANSAS CITY, MISSOURI FOR AESTHETIC TREATMENTS FOR THE INTERCHANGE IMPROVEMENTS AT 155<sup>TH</sup> STREET.** Presented by Councilman Trutzel, seconded by Councilman Lathrop. Vote on the first reading was recorded with all voting in favor. Mayor Davis absent. First reading passed.

Ms. Ledford read Bill No. 2016-64: **AN ORDINANCE APPROVING AND AUTHORIZING THE REAPPROPRIATION AND REVISION OF THE CITY OF BELTON FISCAL YEAR 2017 ADOPTED CITY BUDGET IN THE STREET FUND (225) TO MOVE FUNDS FROM STREET RAINY DAY TO STREET SIGN MAINTENANCE TO UPGRADE TRAFFIC SIGNAL ON MARKEY PARKWAY AT THE ENTRANCE TO MENARDS.** Presented by Councilman Lathrop, seconded by Councilman Trutzel. Councilman Trutzel asked what exactly the upgrade is. Jeff Fisher, Public Works Director, said it is for the camera control work making it a functioning signal. All along Menard's has known the signal needs upgrades. Vote on the first reading was recorded with all voting in favor. Mayor Davis absent. First reading passed.



Ms. Ledford read Bill No. 2016-65: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENERGY CONSULTATION PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENERGY SOLUTIONS, INC. DBA 360 ENERGY ENGINEERS, LLC.** Presented by Councilman Trutzel, seconded by Councilman Newell. Vote on the first reading was recorded with all voting in favor, Mayor Davis absent. First reading passed.

#### **CITY COUNCIL LIAISON REPORTS:**

Councilman Peek, Park Board Liaison, announced the summer concerts and plays are starting next month. The sponsor was RG Credit Union but they are not sponsoring this year. The Park is trying to find a sponsor. She also noted that day camp started this week.

#### **CITY MANAGER'S REPORT:**

Jeff Fisher, Public Works Director, said Kate Glowaki, Assistant City Engineer, will present the annual Public Works Report. Although we did good on the annual report in years past we did not get many web hits. So we asked what we can do to get better readership. We tried to come up with something more graphic and visual. Kate has a knack for this and has done a phenomenal job with it this year. We have a team that really cares and has a lot of good people. We couldn't do it alone. We have a lot of private partners. Ms. Glowaki then showed a PowerPoint which highlighted the following points.

- Lot of privatizations and lot of good partners
- Over 1 billion gallons treated with city treatment plant and Little Blue Valley Sewer
- Cost share program – won award for that
- Big budget most in water services and capital projects
- Highlights through the year – 3 million water tank, voter approved projects
- Current have in ground water and wastewater – lot of maintenance needs
- Lots of lane miles of roads
- Good year, good team, fairly successful

Mr. Fisher reiterated it's a great report; commended Kate for doing a great job, and said it is online and will appear on Facebook.


#### **OTHER BUSINESS:**

Councilman Trutzel said there was a soccer tournament at the park this weekend. It was well attended. He talked to a neighbor in charge of the baseball complex and said a lot of people from out of town said how well they like our fields. He commended the park for what all is going on he appreciates it.

Councilman Lathrop asked about the news today of the construction worker injured in town. Police Chief James Person said it was an electrical repair company working in the parking lot of Academy Sports and the worker fell from cherry picker truck.

At 7:25 P.M. Councilman Trutzel moved to enter Executive Session to discuss matters pertaining to legal actions according to Missouri Statute 610.021.1 and matters pertaining to preparation on behalf of a public governmental body or its representative for negotiations with employee groups according to Missouri Statute 610.021.9, and that the record be closed. Councilman Newell seconded. The following vote was recorded; Ayes: 7, Mayor Pro Tem Fletcher, Councilmen Trutzel, Savage, Lathrop, Newell, VanWinkle, and Peek; Noes: None; Absent: 1, Mayor Jeff Davis.

The Council returned from Executive Session at 7:38 P.M. Being no further business, Councilman Peek moved to adjourn. Councilman Newell seconded. All present voted in favor. Mayor Davis absent. Meeting adjourned.

  
Patti Ledford, City Clerk

\_\_\_\_\_  
Jeff Fletcher, Mayor Pro Tem

**SECTION IV**  
**B**

**R2016-22**

A RESOLUTION REAPPOINTING WILLIAM KEENEY TO THE ENHANCED ENTERPRISE ZONE BOARD.

WHEREAS, the City of Belton established the Enhanced Enterprise Zone Board on June 23, 2009, by resolution R2009-25; and

WHEREAS, William Keeney’s term expires June 23, 2016; and

WHEREAS, William Keeney is hereby reappointed to serve on the Enhanced Enterprise Zone Board until June 23, 2021.

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

<u>NAME</u>	<u>TERM</u>
Michael Thompson	June 23, 2017 representing the City of Belton
Ronald Branan	June 23, 2017 representing the City of Belton
Dave Clark	June 23, 2018 representing the City of Belton
Billie Pinkepank	June 23, 2018 representing the City of Belton
Dr. Kenneth Southwick	June 23, 2019 representing Belton School District
Dennis Williamson	June 23, 2019 representing Cass County, Missouri
<b>William Keeney</b>	<b>June 23, 2021 representing the City of Belton</b>

Duly read and passed this 14<sup>th</sup> day of June, 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 14<sup>th</sup> day of June, 2016, and adopted at a regular meeting of the City Council held the 14<sup>th</sup> day of June, 2016 by the following vote, to-wit:

AYES:                    COUNCILMEN:

NOES:                    COUNCILMEN:

ABSENT:                COUNCILMEN:

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



**SECTION IV**  
**C**

**MUNICIPAL ASSET MANAGEMENT, INC.**  
"LEASING TO STATE AND LOCAL GOVERNMENTS"

May 11, 2016

Ted Lange  
City of Belton, Missouri  
16400 N. Mullen Road  
Belton, MO 64012

RE: **Municipal Lease and Option Agreement between City of Belton, Missouri ("Lessee")  
and Municipal Asset Management, Inc., dated as of October 15, 2015 (the "Lease").**

Dear Mr. Lange:

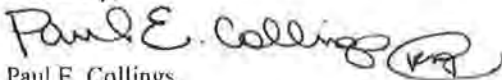
Please be advised that Municipal Asset Management has assigned all of his rights, title and interest in, to and under the above-referenced agreement, the equipment purchased thereunder, and the right to receive Payments to the Martin 1991 Trust ("Assignee"). The Assignee address is listed as 25288 Foothills Drive North, Golden, CO 80401.

All payments due under the Agreement and any questions relating thereto, will continue to be made to Municipal Asset Management at the following address:

Municipal Asset Management, Inc.  
25288 Foothills Drive North  
Golden, CO 80401

Please acknowledge the Assignment by the signature of a duly authorized officer in the space provided on the bottom of this letter and return it to the address shown above.

Sincerely,



Paul E. Collings  
President

**ACKNOWLEDGED**

City of Belton, Missouri

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

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

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

25288 FOOTHILLS DRIVE NORTH  
GOLDEN, CO 80401  
PHONE: 303-273-9494  
FAX: 303-273-9505  
EMAIL: INFO@MAMGT.COM  
WWW.MUNICIPALASSETMANAGEMENT.COM

**SECTION IV**  
**D**



# CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** June 14, 2016

**DIVISION:** Water Services/Engineering

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

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

**ISSUE/RECOMMENDATION:**

The Cedar Tree Lift Station Abandonment Project began in Fall of 2015. The project included constructing new gravity sanitary sewer and decommissioning the existing Cedar Tree Lift Station that was old and required much oversight and maintenance from the Water Services Division.

In part of decommissioning the Cedar Tree Lift Station, KCPL will need to remove a three-phase transformer pole at a cost to the City of \$5,934. Due to KCPL’s policy, removal of facilities should be chargeable unless revenue can help justify the cost and since there is no need for future power to the site, the job is considered fully chargeable.

The Cedar Tree Lift Station Abandonment Project is nearly complete and approximately \$50,000 under budget. This invoice for \$5,934 from KCPL will be charged to the Cedar Tree Lift Station Project and the project will still come in under budget.

The alternative to removing the poles is to leave the pole and lines in place. Staff recommends that in order to clean up the project site fully, the City approve the invoice payment to KCPL.

**PROPOSED CITY COUNCIL MOTION:**

Motion to authorize the Mayor to sign the KCPL Facilities Extension Agreement related to the Cedar Tree Lift Station Removal Project

**BACKGROUND:**

At the August 25, 2015 Regular City Council Meeting, an ordinance with Pyramid Excavation was approved and awarded in a not-to-exceed amount of \$1,389,629.50 for the Cedar Tree Lift Station Abandonment Project.

**IMPACT/ANALYSIS:**

Staff expects to come in under budget for the project by approximately \$50,000, partially due to the amount of rock excavation was less than expected and the force account.

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

Approve the motion as described and agree to KCPL charges and Facilities Extension Agreement.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

KCPL Invoice- Facilities Extension Agreement



# INVOICE

Work Request No. 726196  
 Work Order No. 50009300  
 Quote No. 1

**Customer Information** Select Customer Type: Commercial

Principal Contact: KATE GLOWACKI Customer Name: CITY OF BELTON

Address: 506 MAIN STREET State: MO Zip: 64012 City: BELTON

Phone #: 816-331-4331 Mobile #: SAME Email Address: kglowacki@belfton.org

Location of work: 58 HWY AND Mullen

Subdivision Name (Phase #) or Project Name: CEDAR TREE LIFT STATION

Scope of Work: REMOVE 3 PHASE TRANSFORMER POLE

Section 7 Township 46N Range J2W

**Facilities Extension Agreement**  Applicable  N/A

THIS AGREEMENT, made and entered into by and between Kansas City Power & Light, hereinafter called "Company", and **CITY OF BELTON**, hereinafter called "Customer".

**WITNESSETH:**

That in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

- Company, for and in consideration by Customer as described below, does hereby covenant and agree to furnish electric facilities, as defined by Company's electric distribution extension policy, to Customer at the location(s) described above.
- Customer, for and in consideration of the construction work to be done by the Company in order to furnish such service, agrees to make the following considerations prior to Company starting construction:  Yes  N/A
  - Non-Refundable Construction Charge (Contribution) @ \$5,934.00
  - Potentially Refundable Construction Charge (Advance) @ \$0.00

Method of Payment for Contribution and Advance: Company Check
- The Non-Refundable Construction Charge is based upon construction estimates. Where the Charge is considered highly uncertain, a comparison of estimated to actual costs will be made at extension completion, at Company's discretion, if noted here:  Yes  No  N/A
- Classification of Service by Company:  Permanent  Indeterminate  Temporary
- Company's Construction Charges requirements, as calculated for this Extension Agreement, may become void after 120 days, at Company's discretion, after Agreement is presented to Customer, unless Agreement is fully executed before that time, indicated by signature and date below.
- Customer is responsible for providing special ditching required for soil conditions including, but not limited to the presence of rock or other environmental issues which prevents the use of normal trenching and backfilling practices used in trenchable soil. Customer is responsible for maintaining grade and clearance during Company's construction. Customer is responsible for adhering to all requirements set forth in the Electric Extension Standards.
- All customer installed conduit and pads must be surveyed by a licensed, certified survey company before the project will be released by KCP&L for construction, if noted here:  Yes  No  N/A
- All necessary easements granting KCP&L permission to install equipment on private property must be signed, notarized and returned to KCP&L prior to the project being released for construction. Easements are required from the customer or other property owners, if noted here:  Yes  No  N/A

**KCPL Accounting Distribution to be Credited (FOR INTERNAL KCPL USE ONLY):**

WR#*	Account	Op Unit	Dept*	Project*	Resource	Description	Amount
726196	1080002	20104	00-00279	50009300		REMOVAL OF OH POLE AND TX	\$5,934.00
* Required fields for accounting							<b>\$5,934.00</b>

Upon receipt of a fully executed original copy of this form and the applicable considerations for Construction Charges, Company will begin the design and schedule KCP&L construction for the specified property(ies) above. IN WITNESS WHEREOF, the parties hereto have affixed their signatures as dated below:

**CITY OF BELTON**

\_\_\_\_\_

Customer Name - Printed

\_\_\_\_\_

Customer Signature

Date of Signature: \_\_\_\_\_

**CARMEN GEIER**

\_\_\_\_\_

Company Representative

\_\_\_\_\_

Company Signature

Date of Signature: \_\_\_\_\_





<b>CONTACTS</b> Design Tech: Carmen Geier 816-737-7777 ext.14402 Customer: City of Belton  EXISTING ----- INSTALL ----- REMOVE ----- MODIFY -----	T/R/S/QS: 46N/32W/7		REV	DATE	BY	CHECKED	REVIEWED
	TITLE: City of Belton		All facility locations should be field verified.				
	PRJ#: 50009300						
	WR#: 726196						
	ADDRESS: 58 & Mullen						
	SEC DIST: NA						
CITY: Belton	CIRCUIT: 20913 SH.1						
COUNTY: CS							
STATE: MO	ZIP: 64012						
12.47 KV	JOB TYPE: 3JBUG	SHEET: 1 OF 1					
			<b>BELTON</b> DESIGNED BY: CQEIER REVIEWED BY: NM DATE: 5-14-16 <b>726196-1</b>				

**SECTION VI**  
**A**

**R2016-23**

**A RESOLUTION APPROVING AND AUTHORIZING TASK AGREEMENT NO. 10 WITH SUPERIOR BOWEN ASPHALT COMPANY, LLC IN A NOT TO EXCEED AMOUNT OF \$1,275,217.00 TO COMPLETE THE FY17 STREET PRESERVATION PROGRAM AND THE ASPHALT ADA COMPLIANCE WORK.**

---

WHEREAS, the City Council for the City of Belton, understands a quality transportation system is important to a safe and vibrant community and asphalt overlay is an important maintenance activity in maintaining the City of Belton's transportation system; and

WHEREAS, the City has the authority and follows Article IV, Division II, Section 2-921 Purchasing Procedure of the Ordinances of the City of Belton, Missouri, to approve contracts for construction thereto; and

WHEREAS, on April 28, 2015 under Ordinance No. 2015-4094, the City Council approved a 2015 Street Preservation Project/Overlay Agreement with Superior Bowen Asphalt Company, LLC.; and

WHEREAS, on March 8, 2016 under Ordinance No. 2016-4180, the City Council approved the Fiscal Year 2017 City Budget. In the budget, the project line item 225-0000-495-7300 ST1701 Street Preservation Program was budgeted at \$1,247,000; and

WHEREAS, on March 22, 2016 under Ordinance No. 2016-4191, the City Council approved Change Order #1 with Terry Snelling Construction, Inc. This included \$75,000 of the line item 225-0000-495-7300 ST1701 Street Preservation Program to be accounted for and apart of the Change Order to the Terry Snelling contract; and

WHEREAS, on April 12, 2016 under Resolution No. R2016-17, the City Council approved Task Agreement #9 with Superior Bowen Asphalt Company, LLC in a not to exceed amount of \$120,000 to complete an asphalt overlay to Belton's half of Kentucky Road from 58 Highway to 163<sup>rd</sup> Street. Upon completion of the project, only \$70,359 of the total approved amount was billed and necessary from the line item 225-0000-495-7300 ST1701 Street Preservation Program; and

WHEREAS, on May 10, 2016 under Ordinance No. 2016-4219, the City Council approved a one-year extension to the 2015 Street Preservation Project/Overlay, Contract #225-2015-1 with Superior Bowen Asphalt Company, LLC for the purpose of providing asphalt maintenance activities; and

WHEREAS, this Task Agreement #10 with Superior Bowen Asphalt Company, LLC is necessary to approve and authorize completion of the FY17 Street Preservation Program and ADA compliance work, and is intended to be approved at the same time as a budget amendment to move approximately \$123,576 of the Street Rainy Day fund to the Street Preservation Program line item, 225-0000-495-7300 ST1701, and to move approximately \$75,000 of the Street Rainy Day fund to the ADA Compliance line item, 225-0000-495-7300 ST1703, in order to provide adequate funds for the projects; and

WHEREAS, staff recommends approving Task Agreement No. 10 with Superior Bowen Asphalt Company, LLC in a not to exceed amount of \$1,275,217.00 to complete the FY2017 Street Preservation Program and asphalt ADA compliance work.

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

Section 1. That this resolution approving Task Agreement No. 10 with Superior Bowen Asphalt Company, LLC in a not to exceed amount of \$1,275,217.00 to complete the FY2017 Street Preservation Program and ADA compliance work is hereby approved for purposes described above.

Section 2. The City Manager and Director of Public Works are authorized and directed to execute the task agreement on behalf of the City.

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

Duly read and passed this 14<sup>th</sup> day of June, 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 14<sup>th</sup> day of June, 2016, and adopted at a regular meeting of the City Council held the 14<sup>th</sup> day of June, 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:** June 14, 2016

**DIVISION:** Transportation/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:**

At the June 7, 2016 City Council Working Session, staff presented on the current FY17 Street Improvements Projects which are funded through the following Fund 225 line items: Street Preservation Program, Curb Replacement, and ADA Compliance. As discussed at the meeting, staff is requesting a budget amendment to transfer Street Fund Rainy Day dollars to the specific line items for the FY17 Street Preservation Program and additional ADA Accessibility and Compliance work. See Table 1 and Table 2 below.

**Table 1. FY17 Improvements Budget Overview - 225-0000-495-7300**

Line Item	Current Budget	+	Additional Requested	=	Total Proposed Budget
Street Preservation Program	\$1,247,000		\$123,576		\$1,370,576
Curb Replacement	\$500,000		\$0		\$500,000
ADA Compliance	\$25,000		\$75,000		\$100,000
	<b>\$1,772,000</b>		<b>\$198,576</b>		<b>\$1,970,576</b>

**Table 2. FY17 Improvements Contractor Overview – 225-0000-495-7300**

Contractor	Current Budget	+	Additional Requested	=	Total Proposed Budget
<b>Terry Snelling</b>					
Street Preservation Program	\$75,000		\$0		\$75,000
Curb Replacement	\$500,000		\$0		\$500,000
ADA Compliance	\$25,000		\$25,000		\$50,000
<b>Superior Bowen</b>					
Street Preservation Program	\$1,172,000		\$123,576		\$1,295,576
Curb Replacement	\$0		\$0		\$0
ADA Compliance	\$0		\$50,000		\$50,000
	<b>\$1,772,000</b>		<b>\$199,359</b>		<b>\$1,970,576</b>



Staff recommends City Council approve the following:

- 1) a budget amendment to transfer funds from the Street Rainy Day to Street Preservation and ADA Compliance to complete FY 17 Street Improvements projects
- 2) a Task Agreement with Superior Bowen for the rest of the FY17 Street Preservation Program and the asphalt ADA compliance work, and
- 3) a Change Order to the Terry Snelling Contract in order to complete concrete work for ADA access to City Hall and City Hall Annex.

**PROPOSED CITY COUNCIL MOTION:**

At the June 14, 2016, City Council Regular Session, approve a resolution authorizing and approving Task Agreement No. 10 with Superior Bowen Asphalt Company, LLC in a not-to-exceed amount of \$1,275,217.00 to complete the FY17 Street Preservation Program and the asphalt ADA compliance work.

**BACKGROUND:**

**FY17 Street Preservation Program**

Since the time the budget was created, staff has been working with partners to evaluate core samples of the roads proposed for reconstruction, assess the approach to reconstruction, pothole the streets for other utilities and service line connections that may cause issues when reconstructing and refine the cost estimates of the program.

Some dollars from the Street Preservation line item have already been accounted for and approved by Council; these amounts include \$75,000 towards the Curb Replacement contract with Terry Snelling and \$70,359 towards the Kentucky overlay that was completed separate from the rest of the FY17 Street Preservation Program.

The FY17 Street Preservation Program will include 2" Mill and Overlays, 4" Mill and Overlays and Reconstructs totaling at \$1,225,217.00

**ADA Accessibility and Compliance Projects**

Since the time the budget was created, staff tried to create a solution to the ADA needs in front of City Hall and City Hall Annex. As time went on, more challenges were discovered and staff believed it best to receive support from TranSystems. Although there is some analysis still underway, staff intends to replace out of compliance sidewalks, construct and reconstruct curb ramps, walkways, drive approaches, and regrade and refinish the City Hall Annex parking area due to poor condition in the ADA parking spaces and related drainage issues.

Staff has received budget level estimates from the partners for the ADA Accessibility and Compliance Projects. Concrete work completed by Terry Snelling will require an additional \$25,000 and asphalt work completed by Superior Bowen will require an additional \$50,000. The Task Agreement with Superior Bowen to complete the asphalt portion of the ADA Accessibility and Compliance project will be presented at a Regular Session in the future.

**IMPACT/ANALYSIS:**

Reappropriation of budget, see previous Table 1, Table 2 and Table 3 below.

**Table 3. FY17 Street Rainy Day**

<b>225 Rainy Day:</b>	<b>\$397,432</b>
Menards signal – <i>pending 2<sup>nd</sup> reading</i>	\$33,925
155 <sup>th</sup> Street Interchange – <i>pending 2<sup>nd</sup> reading</i>	\$21,634
Street Preservation Program Transfer – <i>proposed</i>	\$123,576
ADA Compliance Transfer – <i>proposed</i>	\$75,000
<b>Total Remaining after Pending and Proposed work</b>	<b>\$143,297</b>

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

At the June 14, 2016, City Council Regular Session, approve a resolution authorizing and approving Task Agreement No. 10 with Superior Bowen Asphalt Company, LLC in a not-to-exceed amount of \$1,275,217.00 to complete the FY17 Street Preservation Program and the asphalt ADA compliance work.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Resolution  
Superior Bowen Task Agreement No. 10



**PUBLIC WORKS**  
**City of Belton – Public Works**  
**Task Agreement**

Contract: **FY17 Street Preservation Program and ADA Compliance**

Ordinance or <b>Resolution</b>	Task Agreement No: <b>10</b>	Funding Amount: <b>1,275,217.00</b> Funding Source: <b>225-0000-495-7300 ST 1701 &amp; 225-0000-495-7300 ST 1703</b>  Date of Schedule of Hourly Rates and Expenses: <b>2016</b>  Purchase Order No: <b>TBD</b>
--------------------------------	------------------------------	--

Project Title: **FY17 Street Preservation Program and FY17 ADA Compliance**

Contractor/Consultant (including subs): <b>Superior Bowen Asphalt Company, LLC</b> <b>2501 Manchester Trafficway</b> <b>Kansas City, Missouri 64129</b>	Division and Staff Project Manager: <b>Jeff Fisher, Don Bays and Kate Glowacki</b>
Project Management Manual reviewed: <b>n/a</b>	Attachments (Gantt Chart, etc.): <b>n/a</b>

PROJECT Scope (can be in the form of an attachment):  
 Project will complete the overlays and reconstructs for the FY17 Street Preservation Program and the FY17 ADA Compliance work for the City of Belton per the 2015 Street Preservation Contract which a one-year extension was approved by Council on May 10, 2016 under Ordinance No. 2016-4219 with Superior Bowen Asphalt Company, LLC per the following quantities and pricing. Asphalt indexing shall be included per contract terms.  
  
 See attached Schedule of Values for cost and quantities.

Staff Signatures		Partner Signatures	
<b>Director of Public Works:</b> Jeff Fisher	<b>City Manager:</b> Ron Trivitt	<b>Project Manager:</b> <i>BOB JEWETT</i>	<b>Company Principal (if different):</b> <i>MATHEW BOWEN</i>
Signature: _____  Date: _____	Signature: _____  Date: _____	Signature: <i>[Signature]</i>  Date: <b>6-10-16</b>	Signature: <i>[Signature]</i>  Date: <b>6-10-16</b>

Project Type:	Design		Construction	XXX	Property Acquisition		Conceptual – Problem Solving		Surveying	
Project Discipline(s):	Transportation	XXX	Planning		Water		Wastewater		Stormwater	

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in contract #225-2015-1 titled 2015 Street Preservation Project / Overlay effective on the 5<sup>th</sup> day of May, 2015 and the one-year extension approved May 10, 2016 under Ordinance No. 2016-4219.

Attach scope of work, budget, and other supporting material.

Project Name: **2016 Street Preservation**  
 Owner: **City of Belton, Missouri**  
 Contract No. **Task Agreement Two \_ Street Preservation 2016**  
 Contractor: **Superior Bowen Asphalt Co., LLC**

**Schedule of Values**

Application # : \_\_\_\_\_  
 For work completed through \_\_\_\_\_  
 Date: 6/08/2016

SCHEDULE OF VALUES					Previously Completed		Items for Payment This Period		Amount Completed To Date
Item	Unit	Qty.	Unit Price	Total Amount	Quantity	Amount	Quantity	Amount	
1. 2" Asphalt Surface - Type 3R	TN	7,500	\$47.50	\$ 356,250.00	0	\$ -	0	\$ -	\$ -
2. 2" Base Asph Wedge After 4" Mill - Type 2R	TN	2,140	\$47.50	\$ 101,650.00	0	\$ -	0	\$ -	\$ -
3. Edge Milling For Overlay	SY	10,274	\$1.50	\$ 15,411.00	0	\$ -	0	\$ -	\$ -
4. 2" Milling for Overlay	SY	36,170	\$1.65	\$ 59,680.50	0	\$ -	0	\$ -	\$ -
5. 4" Milling for Overlay	SY	18,852	\$1.65	\$ 31,105.80	0	\$ -	0	\$ -	\$ -
6. Misc Patching - T2R Asph After Milling	SY	5,649	\$42.00	\$ 237,258.00	0	\$ -	0	\$ -	\$ -
7. 6" Full Width Remove, 4" T1R, 2" KDOT 12.5A	SY	9,779	\$32.00	\$ 312,928.00	0	\$ -	0	\$ -	\$ -
8. Force Account Budget	LS	1	\$25,000.00	\$ 25,000.00	0	\$ -	0	\$ -	\$ -
				Subtotal		\$ -		\$ -	
<i>Alternate : East Pacific</i>									
1. 2" Asphalt Surface - Type 3R	TN	580	\$47.50	\$ 27,550.00	0	\$ -	0	\$ -	\$ -
2. 2" Base Asphalt Wedging After 4" Milling - Type 2R	TN	580	\$47.50	\$ 27,550.00	0	\$ -	0	\$ -	\$ -
3. 4" Milling for Overlay	SY	5,272	\$1.65	\$ 8,698.80	0	\$ -	0	\$ -	\$ -
4. Miscellaneous Patching - T2R Asphalt After Milling	SY	527	\$42.00	\$ 22,134.00	0	\$ -	0	\$ -	\$ -
				Subtotal		\$ -		\$ -	
<i>Alternate : ADA Compliance</i>									
1. Force Account Budget	LS	1	\$50,000.00	\$ 50,000.00	0	\$ -	0	\$ -	\$ -
						\$ -		\$ -	
Original Contract Amount				\$ 1,275,216.10			Amount This Period		\$ -
Change Order Number				\$ -			Amount Previously Completed		\$ -
Current Contract Amount				\$ 1,275,216.10			Amount Completed to Date		\$ -
							<b>Materials On Hand</b>		\$ -
							Subtotal		\$ -
							Retainage		\$ -
							Net Amount This Estimate		\$ -
							Previous Payments to Contractor		\$ -
							<b>AMOUNT PAYABLE =</b>		<b>\$ -</b>

\* Pricing is based on APWA RC Types 1 & 2 Base ,APWA RC Type 3 Surface & KDOT 12.5A Commercial Surface Mix Designs & QC are included in pricing above.

**SECTION VI**  
**B**

**R2016-24**

A RESOLUTION APPROVING AMENDMENTS TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BELTON AND LOCAL NO. 42 – INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, SPECIFICALLY ARTICLES IV, XII, XIII, XVI, XX, XXII, XXV, AND APPENDICES C, E, F, G.

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WHEREAS, on March 24, 2015 under Resolution 2015-16, the City Council approved the Collective Bargaining Agreement between the City of Belton, Missouri and Local 42 - International Association of Firefighters; and

WHEREAS, the Collective Bargaining Agreement provided for the reopening of certain Articles on an annual basis; and,

WHEREAS, Articles IV, XII, XIII, XX, XXII, XXV, and Appendix C were set to expire on April 1, 2016 at 07:59:59; and

WHEREAS, the City and Local 42 have negotiated new terms to Articles IV, XII, XIII, XX, XXII, XXV, and Appendix C; and

WHEREAS, due to the current negotiations Article XVI was mutually agreed to be opened for negotiations for new terms and during the current negotiations new Appendices E, F, G were developed and will be added to the Collective Bargaining Agreement; and

WHEREAS, all of the negotiated terms of Articles IV, XII, XIII, XVI, XX, XXII, XXV, and Appendices C, E, F, G will be retroactively in force from April 1, 2016.

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

Section 1. That a Collective Bargaining Agreement of Articles IV, XII, XIII, XVI, XX, XXII, XXV, and Appendices C, E, F, G between the City of Belton and Local No. 42 – International Association of Firefighters which is attached hereto and made a part hereof, is hereby approved and the Mayor and City Manager are authorized and directed to execute the memorandum on behalf of the City.

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

Duly read and approved this 14<sup>th</sup> day of June, 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 14<sup>th</sup> day of June, 2016, and adopted at a regular meeting of the City Council held the 14<sup>th</sup> day of June, 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: June 9, 2016 AGENDA DATE: June 14, 2016
ASSIGNED STAFF: Norman K. Larkey Sr., Fire Chief
DEPARTMENT: Fire

Approvals

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

Table with 5 columns: Ordinance, Resolution, Consent Item, Change Order, Motion, Agreement, Discussion, FYI/Update, Public Hearing.

ISSUE/REQUEST

Negotiations of Articles IV, XII, XIII, XX, XXII, XXV, and Appendix C that are scheduled to expire, according to the current Collective Bargaining Agreement.

PROPOSED CITY COUNCIL MOTION

Approve the proposed negotiated new Articles and Appendices.

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

On May 24, 2015 the City Council approved the Collective Bargaining Agreement (CBA) between the City of Belton, Missouri and Local 42-International Association of Firefighters. The CBA has an expiration date of April 1, 2018 at 07:59:59, except for Articles IV, XII, XIII, XX, XXII, XXV, and Appendix C.

Articles IV, XII, XIII, XX, XXII, XXV, and Appendix's C expired on April 1, 2016 at 07:59:59. The City and Local 42 have been meeting and negotiating new terms to Articles IV, XII, XIII, XX, XXII, XXV, and Appendix C.

Thru these negotiations process it was neccasary that we open Article XVI of the CBA for negotiations, and we also added new Appendices E, F, and G as well.

The new terms of Articles IV, XII, XIII, XVI, XX, XXII, XXV, and Appendices C, E, F, G have been completed and are presented for your approval.

IMPACT/ANALYSIS:

The new terms raise the assigned staffing from thirteen (13) to fourteen (14) employees per shift. This will give the Depratment the ability to place in service Medic 3 to help with the increasing call volume and controlling overtime expenses, as well as helping on the Departments ISO rating classification.

There was no changes to any Insurance items and some minor changes to the Work Injury Leave and Supplemental Pay article to give the Fire Chief more flexiabliting in assigning Modified Duty assignments.

It has added language to the Promotions Article that deals with an added position classification and the ability to get promoted to Paramedic from EMT.

There was no changes to the Retirement System & Deferred Compensation Plan Article.

These negotiations have cleaned up several wages issue that have been unresolved for some time.

It changes the dates upon when we will start negotiations next year and in two years for a complete new CBA to allow more time before the end of the Fiscal Year.

The financial impact of these negotiations have been accounted for in the Fiscal Year 17 Budget that has been approved. The line items for the departments FY17 Budget will need to be amended,

### FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	\$ 0
Amount Budgeted:	\$ 0
Funding Source:	General Fund/ Rainy Day Account
Additional Funds:	\$ 0.00
Funding Source:	N/A
Encumbered:	\$ 0.00
Funds Remaining:	\$ 0.00

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

### OTHER INFORMATION/UNIQUE CHARACTERISTICS:

The terms of the negotiated Articles and Appendices will be retroactively applied to April 1, 2016.

L-42 has voted to ratify these changes on May 17, 2016.

### STAFF RECOMMENDATIONS:

Approve the Resolution for the negotiated Articles and Appendices.

### Action and Date:

### LIST OF REFERENCE DOCUMENTS ATTACHED:

Articles IV, XII, XIII, XVI, XX, XXII, XXV, and Appendices C, E, F, G

**ARTICLES IV, XII, XIII, XVI, XX,  
XXII, XXV AND APPENDICES C, E,  
F, G OF THE COLLECTIVE  
BARGAINING AGREEMENT  
BETWEEN THE CITY OF BELTON,  
MISSOURI AND LOCAL 42 OF THE  
INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS**

## **ARTICLE IV STAFFING & VACANCIES**

### **Section 1: Staffing**

#### **A. Assigned Staffing:**

The City Administration is committed to the goal of endeavoring to maintain the Bargaining Unit Member's assigned staffing at no less than thirteen (13) employees per shift for the term of this Agreement.

The City and Union agree, the current number of ranked positions shall be maintained or increased during the term of this Agreement and vacancies in rank will be filled in accordance with this Agreement.

There will be no reductions in force during the term of this agreement.

#### **B. Minimum Staffing:**

The City Administration is committed to the goal of endeavoring to maintain the Bargaining Unit Member's minimum staffing of ten (10) employees per shift for the term of this Agreement. .

If sufficient personnel are not available to meet the minimum staffing requirements, firefighters shall be retained or recalled on overtime.

### **Section 2: Vacancies – Captain and Fire Apparatus Operator**

All promotions within the bargaining unit for Captain and Fire Apparatus Operator positions, for which bargaining unit members are eligible to compete subject to the provisions of this Agreement, shall be filled from the current promotion list as they occur.

When the vacancy is to be filled as a continued budgeted position, it shall be filled at the start of a pay period within thirty (30) days of the occurrence of the vacancy. It is further agreed that promotions shall be made from the list in effect at the time the vacancy giving rise to the promotion occurs.

### **Section 3: Vacancies – Fire Fighter/Paramedic and Firefighter/EMT**

The City shall make a good faith effort to fill entry-level vacancies in as short a time as practical, so as to ensure that staffing levels are maintained at the levels directed by the City Council.

### **Section 4: New Positions**

In the event that a new bargaining unit position is proposed by the City, the newly proposed position shall be discussed by the Labor/Management Committee. The City agrees to discuss any proposed changes to the qualifications for entry-level bargaining unit positions with the Union and allow the Union to make recommendations regarding such changes, prior to implementation.

## ARTICLE XII INSURANCE

### Section 1: Insurance

- A. Health Insurance: The City shall assume the full cost of hospital and surgical care insurance for all full-time regular employees, who indicate their desire to have this insurance, subject to an annual review. Family coverage shall be made available to each employee on the City plan; however a portion of the cost involved shall be borne by the employee. Rates for family coverage shall be determined on an annual basis at the time rates are proposed for the employee coverage.

The City shall withhold one-half of the monthly premium for dependent coverage from each of the two pay periods in advance of the premium due date. For those months where three pay periods occur, no deduction for the insurance premium will be made from the third payroll check. Dependent coverage may be terminated by the employee by stating in writing to the City Manager thirty (30) days in advance the desire to terminate this coverage. The City may offer the employee a choice in regard to medical coverage. The employee may choose the coverage most desirable to him/her.

- B. Dental Insurance: the City shall assume the full cost of dental insurance premiums for all full-time regular employees, who indicate their desire to have this insurance, subject to an annual review. Family coverage shall be made available to each employee on the City plan; however a portion of the cost involved may be borne by the employee.
- C. Life Insurance: Life insurance, in the amount determined by the City, shall be carried on each full-time employee, the full cost of which shall be paid by the City.
- D. Disability Insurance: Disability pay insurance shall be offered to each full-time employee to be paid by deducting such cost from the individual's pay. Disability pay insurance shall be an optional coverage which would primarily serve for any long-term illness or accident extended beyond sick leave accrual. The length of time such disability pay is payable shall be in accordance with the policy most beneficial to the employee. Disability pay protects the employee for sickness, accidents which occur while the employee is off duty and should not be confused with coverage carried by the City on each employee under the requirements of the State Workers Compensation Law. A disability insurance provider may be selected by the Union and payroll deduction will be provided by the employer.
- E. Vision Insurance: the City shall assume the full cost of vision insurance premiums for all full-time regular employees, who indicate their desire to have this insurance, subject to an annual review. Family coverage shall be made available to each employee on the City plan; however a portion of the cost involved may be borne by the employee.



- F. In the event of temporary total disability, the City's liability for any insurance premium payments shall be limited to the extent that the employee qualifies for FMLA leave, sick leave, vacation time, or a combination of the above. At the expiration of all qualifying leave time, the employee may elect to pay his portion of hospitalization premiums under the City of Belton group plan for a period not to exceed one (1) year from the date of total disability.

### **Section 2: Insurance Premiums**

Any change in Insurance Premiums will be detailed in Appendix-G attached to this CBA.

### **Section 3: Advisory Health Committee**

The Union shall designate one or more bargaining unit members to serve on the City's Health Care Advisory Committee. The committee shall meet, at least once a year, to discuss the insurance programs and any proposed changes to existing health care benefits prior to any request for proposal (RFP) or meeting with vendors.

The Union and Advisory Health Committee will be notified of any changes to employee healthcare prior to any implementation of those changes.

## **ARTICLE XIII WORK INJURY LEAVE SUPPLEMENTAL PAY**

### **Section 1: Amount**

Any employee who is injured on the job shall be eligible for injury time with pay at a rate that, when added to Worker's Compensation payments due the employee, will equal the employee's net pay, after deductions. The extent of this supplemental pay is ninety (90) work shifts for 24 hour shift employees and 120 work days for forty (40) hour/weekly employees for each new and separate injury. Such supplemental pay will not be charged against the employee's accrued sick leave or vacation time.

### **Section 2: Use of Work Injury Leave**

The employee's eligibility for work injury leave with supplemental pay will be dependent on the notification of the injury being made in writing to the Department Head within twenty-four hours of the time the injury is sustained. Weekend and holiday injury reports will be accepted on the next regular day of work. In cases when the injured employee has been transported due to an emergency, the company officer shall complete the report. The injured employee will be required to sign the report to verify its content.

### **Section 3: Extended Work Injury Leave**

After ninety/one hundred twenty (90/120) days of work injury leave with supplemental pay, regular full-time employees will use their sick leave accruals if more injury leave is required. The employee may use accumulated vacation, if any, if additional work injury leave is required, in lieu of leave without pay.

Probationary and regular full-time employees, who have exhausted all accrued leave, may be granted extended injury leave without pay with the approval of the City Manager, but in no case will an extension be for more than one (1) year. In these cases the City Manager may require that a physician appointed by the City evaluate the employee. Leave will not be accrued for the period the employee is on work injury leave.

#### **Section 4: Modified Duty**

Modified duty schedules will be assigned at the discretion of the Fire Chief but cannot be unreasonably denied. The assignment may be made only after proper medical evaluation is made and modified duty is approved by a medical practitioner. Modified duty scheduling will be utilized only in cases of injury time.

These positions shall be filled by bargaining unit members whose prognosis has been determined by a physician, who states that said employee is expected to fully recover and return to full duty. Modified duty assignments shall not exceed six (6) months unless approved by the Fire Chief.

The modified duty positions shall be selected by the Fire Chief and may be in Fire Prevention, Training Division or other divisions of the Fire Department or other departments in the city.

Such assignment may be to the employee's regular assigned shift or temporarily assigned to a forty (40) hour week. Bargaining unit members on modified duty shall not receive a reduction of pay or benefits, with exception of FLSA overtime and holiday pay which will only be paid if appropriate hours are worked.

#### **Section 5: Positions by Non-Fire Fighting Employees**

Whenever a member of the Belton Fire Department becomes physically incapable of performing firefighting duties, because of injury or otherwise, but such member is found by the City to be able and qualified to perform the duties of a position or positions held by non-emergency service employees of the City, such member shall be given consideration in filling vacancies in such non-emergency services positions.

## **ARTICLE XVI PROMOTIONS**

### **Section 1: Promotions**

Both parties are opposed to the use of political appointments and desire the maintenance of experience requirements that will insure the safety of the public and members of the Fire Department.

### **Section 2: Captains Promotion**

Promotion to the rank of Captain will be done by Competitive Exam. The Fire Chief shall issue an administrative policy that outlines the requirements and procedures for promotional exams. These rules shall address eligibility requirements, types of exams, when exams will be held, methods for determining the eligibility list, and a bibliography of study materials used in testing.

This policy shall also indicate the minimum amount of time before a test that the requirements and/or procedures for promotional exams may change. All promotional positions covered by this agreement will have these policies.

The Captains promotional examination shall be given prior to the expiration of promotional lists in effect in order that new lists shall become effective immediately upon the expiration of the previous lists. The promotional list shall run two (2) years, but may run for a shorter time if such list becomes exhausted or if the Union and Fire Management mutually agree to extinguish the list.

### **Section 3: Fire Apparatus Operator Promotion**

Promotions to the rank of Fire Apparatus Operator will be done by seniority based upon the bargaining unit members Hire Date and the member must be a Senior Firefighter Paramedic or Senior Firefighter EMT.

### **Section 4: Senior Firefighter Paramedic Qualification**

This is not a promotion but a qualification. You must have at least five (5) years of service in the Department and at least one (1) year of service as a Firefighter-Paramedic and pass a qualifications test that is developed by the Labor Management Committee process.

### **Section 5: Senior Firefighter Emergency Medical Technician Qualification**

This is not a promotion but a qualification. You must have at least five (5) years of service in the Department and at least one (1) year of service as a Firefighter-EMT and pass a qualifications test that is developed by the Labor Management Committee process.

### **Section 6: Paramedic Promotion**

Bargaining Unit members who hold the rank of Firefighter/EMT who meet the qualifications of Firefighter/Paramedic shall be promoted to the rank of Firefighter/Paramedic upon completion and orientation of the Fire Department.

The effective date of the promotion will be at the start of the full pay period within 30 days of the fire management receiving the qualification change.

Any cost associated in meeting the qualifications of Firefighter/Paramedic will be at the member's expense.

Firefighter/EMT'S must take their own leave to meet the qualifications for Firefighter/Paramedic.

## **ARTICLE XX RETIREMENT SYSTEM & DEFERRED COMPENSATION PLAN**

### **Section 1: Missouri Local Government Employees Retirement System**

Upon completion of six (6) months of employment, an employee shall be enrolled in the Missouri Local Government Employees Retirement System (LAGERS).

The City shall enroll all bargaining unit employees in the Local Government Employees Retirement System (LAGERS) Benefit Program L-6 in the first year of this Agreement.

### **Section 2: Deferred Compensation Plan**

Members of Local No. 42 employed by the City shall be afforded the option of entering into a Deferred Compensation Plan governed by the Internal Revenue Code 457. A company with an established program shall administer the deferred compensation program. It is however understood that the City will make available the IAFF Financial Corporation 457 Plan as either the sole option, or one of the options that bargaining unit members may participate in, provided the City is required to incur no substantial additional costs as a result of offering such plan.

Bargaining unit members will be entitled to transfer 457 plan assets to the plan of choice without penalty.

## **ARTICLE XXII PAY**

During the course of this Agreement, pay for the members of the bargaining unit shall be in accordance with this Article and the attached Appendices. Note: the attached Appendices do not reflect future increases resulting from the agreed upon cost of living adjustments.

### **Section 1: Wages Fiscal Year 2017**

Bargaining Unit Members upon receiving a satisfactory annual performance evaluation shall be moved up one pay step on the pay scale on their Hire Date or Rank Date, whichever is applicable in FY-2017. (See the attached Appendix C for salary, and step increases)

Bargaining Unit Members will receive a 2½% Cost of Living Adjustment (COLA) on April 1, 2016.

At the pay period starting July 26, 2016 those Bargaining Unit Members that are identified in Appendix-E will have their pay steps corrected due to inconsistencies in the pay scales.

At the Pay period starting December 13, 2016 Bargaining Unit Members who are identified in Appendix-F will receive one step increase (2½%).

## **Section 2: Promotion Increase**

If the employee is promoted, and that employee has received a merit pay increase for that fiscal year, then they shall be advanced to the step on the salary schedule that will result in at least a five percent (5%) increase in the employee's pay.

If the employee is promoted, and that employee has not received a merit pay increase for that fiscal year, then they shall be advanced to the step on the salary schedule that will result in at least a seven and half percent (7.5%) increase in the employee's pay.

The promotion of any employee will establish a new anniversary date for pay purposes on the effective date of the promotion which will be referred to as their new rank date.

In no event will any promotional increase place the promoted employee above the top salary in the new rank.

## **Section 3: Working Out of Class (WOC)**

Whenever a vacancy in the position of Captain, or Shift Commander (Battalion Chief) exist due to an absence or otherwise, a qualified employee in the next lower rank shall be work out of class for the length of the vacancy. In the event the employee's pay is above the first step in that pay range, the employee will be advanced to a step that represents a five percent (5%) increase above their current wage rate.

A list of employees determined to be qualified for temporary promotion shall be maintained by the Fire Chief and a copy provided to the Union. Opportunities for paid service as temporarily promoted employees shall be rotated as equally as practicable among all of the qualified employees on the shift on which the vacancy occurs.

When there is a vacancy in the position of Fire Apparatus Operator exist due to an absence or otherwise, a Senior Firefighter Paramedic, chosen by the Captain on duty, will have the duties of the Fire Apparatus operator for the hours of the absence.

If a vacancy exist, due to whatever reason, that is longer than a pay period then Fire Management has the right to move the highest member on a promotional list to WOC in that vacancy.

# **ARTICLE XXV TERM OF AGREEMENT**

## **Section 1: Term of Agreement**

This Collective Bargaining Agreement will remain in effect until 07:59:59, April 1, 2018 for all articles other than Articles IV, XII, XIII, XVI, XX, XXII, and XXV

Articles IV, XII, XIII, XVI, XX, XXII, and XXV will remain in effect until 07:59:59, April 1, 2017.



**Section 2: Reopeners**

Articles IV, XII, XIII, XVI, XX, XXII, and XXV shall be reopened for negotiation beginning in November of 2016 upon mutually agreeable dates and times for the purpose of establishing these articles having financial impact by the beginning of the next fiscal year.

Reopening Article IV will not permit a reduction in force during the three year term of this Agreement.

**Section 3: Renewal**

This Agreement shall automatically renew thereafter and remain in effect from year to year, unless either party notifies the other in writing at least sixty (60) days prior to the expiration date, of a desire to modify the Agreement.

**Section 4: Retroactivity**

All terms of Articles IV, XII, XIII, XVI, XX, XXII, XXV and Appendixes C, E, F, G of the Collective Bargaining Agreement will be retroactive back to April 1, 2016.

**Section 5: Negotiations of New Agreement**

Negotiations shall commence within forty-five (45) days of either party's notification that it desires to modify this agreement. Such notification may be made between November 1, 2017 and April 1, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**FOR THE CITY:**

**FOR THE UNION:**

\_\_\_\_\_  
Ronald Trivitt, City Manager

\_\_\_\_\_  
William Galvin, President

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

\_\_\_\_\_  
Steve Kratofil, Executive Board Member

\_\_\_\_\_  
Norman K. Larkey, Sr., Fire Chief

**APPENDIX C**  
**SALARY SCHEDULE FOR LOCAL 42 FOR FY17**

32	FIREFIGHTER/EMT
37	SENIOR FIREFIGHTER/EMT
39	FIREFIGHTER/MEDIC
41	SENIOR FIREFIGHTER/MEDIC
43	FIRE APPARTUS OPERATOR
47	CAPTAIN

GRADE	STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
32	HR	12,0563	12,3597	12,6687	12,9855	13,3101	13,6428	13,9839	14,3335	14,6919	15,0592	15,4356	15,8215	16,2171	16,6225	17,0380	17,4640	17,9006	18,3481
	OT	18,0874	18,5396	19,0031	19,4782	19,9651	20,4643	20,9759	21,5003	22,0378	22,5887	23,1534	23,7323	24,3256	24,9337	25,5571	26,1960	26,8509	27,5222
	BWK	1,278.18	1,310.13	1,342.89	1,376.46	1,410.87	1,446.14	1,482.30	1,519.35	1,557.34	1,596.27	1,636.18	1,677.06	1,719.01	1,761.98	1,806.03	1,851.18	1,897.46	1,944.90
	MTH	2,769.39	2,838.62	2,909.59	2,982.33	3,056.89	3,133.31	3,211.64	3,291.93	3,374.23	3,458.59	3,545.05	3,633.68	3,724.52	3,817.63	3,913.07	4,010.90	4,111.17	4,213.95
	ANN	33,232.65	34,063.47	34,915.05	35,787.93	36,682.63	37,599.69	38,539.69	39,503.16	40,490.76	41,503.03	42,540.60	43,604.12	44,694.22	45,811.58	46,956.86	48,130.79	49,334.06	50,567.41
37	HR						15,4272	15,8129	16,2082	16,6134	17,0288	17,4545	17,8908	18,3381	18,7966	19,2665	19,7481	20,2419	20,7479
	OT						23,1408	23,7194	24,3123	24,9201	25,5431	26,1817	26,8363	27,5072	28,1949	28,8997	29,6222	30,3628	31,1218
	BWK						1,635.29	1,676.17	1,718.07	1,761.02	1,805.05	1,850.18	1,896.43	1,943.84	1,992.44	2,042.25	2,093.30	2,145.64	2,199.28
	MTH						3,543.12	3,631.70	3,722.49	3,815.55	3,910.94	4,008.71	4,108.93	4,211.65	4,316.95	4,424.87	4,535.49	4,648.88	4,765.10
	ANN						42,517.42	43,580.36	44,669.88	45,786.61	46,931.28	48,104.56	49,307.17	50,539.85	51,803.35	53,098.43	54,425.89	55,786.54	57,181.20
39	HR	14,3335	14,6919	15,0592	15,4356	15,8215	16,2171	16,6225	17,0381	17,4640	17,9006	18,3481	18,8066	19,2770	19,7589	20,2529	20,7592	21,2782	21,8101
	OT	21,5003	22,0378	22,5887	23,1534	23,7323	24,3256	24,9337	25,5571	26,1960	26,8509	27,5222	28,2102	28,9155	29,6384	30,3793	31,1388	31,9173	32,7152
	BWK	1,482.30	1,519.35	1,557.34	1,596.27	1,636.18	1,677.08	1,719.01	1,761.98	1,806.03	1,851.18	1,897.46	1,944.90	1,993.52	2,043.36	2,094.45	2,146.81	2,200.48	2,255.49
	MTH	3,211.64	3,291.93	3,374.23	3,458.59	3,545.05	3,633.68	3,724.52	3,817.63	3,913.07	4,010.90	4,111.17	4,213.95	4,319.30	4,427.28	4,537.96	4,651.41	4,767.70	4,886.89
	ANN	39,503.18	40,490.76	41,503.03	42,540.60	43,604.12	44,694.22	45,811.58	46,956.87	48,130.79	49,334.06	50,567.41	51,831.60	53,127.39	54,455.57	55,816.96	57,212.38	58,642.69	60,108.76
41	HR						17,0381	17,4640	17,9006	18,3481	18,8066	19,2770	19,7589	20,2529	20,7592	21,2782	21,8101	22,3554	22,9143
	OT						25,5571	26,1960	26,8509	27,5222	28,2102	28,9155	29,6384	30,3793	31,1388	31,9173	32,7152	33,5331	34,3714
	BWK						1,806.03	1,851.18	1,897.46	1,944.90	1,993.52	2,043.36	2,094.45	2,146.81	2,200.48	2,255.49	2,311.88	2,369.67	2,428.91
	MTH						3,913.07	4,010.90	4,111.17	4,213.95	4,319.30	4,427.28	4,537.96	4,651.41	4,767.70	4,886.89	5,009.06	5,134.29	5,262.65
	ANN						46,956.87	48,130.79	49,334.06	50,567.41	51,831.60	53,127.39	54,455.57	55,816.96	57,212.39	58,642.70	60,108.77	61,611.48	63,151.77
43	HR										20,2529	20,7592	21,2782	21,8101	22,3554	22,9143	23,4871	24,0743	
	OT										30,3793	31,1388	31,9173	32,7152	33,5331	34,3714	35,2307	36,1115	
	BWK										2,146.81	2,200.48	2,255.49	2,311.88	2,369.67	2,428.91	2,489.64	2,551.88	
	MTH										4,651.41	4,767.70	4,886.89	5,009.06	5,134.29	5,262.65	5,394.21	5,529.07	
	ANN										55,816.97	57,212.39	58,642.70	60,108.77	61,611.49	63,151.78	64,730.57	66,348.84	
47	HR										22,3554	22,9143	23,4871	24,0743	24,6762	25,2931	25,9254	26,5735	
	OT										33,5331	34,3714	35,2307	36,1115	37,0143	37,9386	38,8881	39,8603	
	BWK										2,369.67	2,428.91	2,489.64	2,551.88	2,615.67	2,681.07	2,748.09	2,816.80	
	MTH										5,134.29	5,262.65	5,394.21	5,529.07	5,667.30	5,808.98	5,954.20	6,103.05	
	ANN										61,611.48	63,151.77	64,730.56	66,348.83	68,007.55	69,707.73	71,450.43	73,236.69	



## APPENDIX-E

# TOTAL	# RANK	EMPLOYEE ID#	SHIFT	RANK	HIRE	RANK	STEP AT THE END OF FY16	MERIT STEP FY17	CORRECTION STEP JULY 26, 2016	EXTRA STEP DEC 13, 2016	STEP AT THE END FY 17
1	1	0498	C	CAPT	1/12/93	3/16/04	12	16	13, 14	15	16
2	2	0539	A	CAPT	3/16/94	7/13/04	12	13	14, 15	16	16
3	3	0849	B	CAPT	12/15/99	12/25/07	12	16	13, 14	15	16
4	4	0917	A	CAPT	9/7/00	12/25/07	12	16	13, 14	15	16
5	5	1023	C	CAPT	10/23/01	12/16/14	13	15		14	15
6	6	1370	B	CAPT	2/8/06	5/17/16	11	11		12	12
7	1	0495	A	FAO	11/6/92	5/1/14	14	15		16	16
8	2	0850	C	FAO	12/27/99	5/1/14	14	15		16	16
9	3	1061	A	FAO	6/8/02	5/1/14	14	15		16	16
10	4	1087	C	FAO	8/16/02	12/16/14	13	15		14	15
11	5	1157	B	FAO	7/3/03	12/16/14	11	15	12, 13	14	15
12	6	1159	B	FAO	7/18/03	5/3/16	13	14		15	15
13	1	1181	C	SFF/MED	11/15/03	4/6/07	13	14	15,16	17	17
14	2	1188	B	SFF/MED	12/30/03	3/15/11	16	17			17
15	3	1270	C	SFF/MED	7/27/04	9/2/08	12	13		14	14
16	4	1288	B	SFF/MED	10/22/04	11/14/08	12	13		14	14
17	5	1369	B	SFF/MED	2/11/06	2/11/09	10	12		11	12
18	6	1453	C	SFF/MED	8/31/06	8/31/09	10	11		12	12
19	7	1480	B	SFF/MED	3/12/07	4/28/10	10	11		12	12
20	8	1481	B	SFF/MED	3/14/07	4/30/10	10	11		12	12
21	9	1547	B	SFF/MED	5/20/07	5/26/10	10	11		12	12
22	10	1592	A	SFF/MED	12/26/07	8/30/11	9	10			10
23	11	1593	B	SFF/MED	1/2/08	7/10/14	7	8	9,10		10
24	12	1599	A	SFF/MED	1/13/08	3/15/11	9	10			10
25	13	1866	C	SFF/MED	6/19/09	9/11/12	7	8			8
26	14	1927	A	SFF/MED	10/20/09	10/25/12	7	8			8
27	15	1932	C	SFF/MED	2/2/10	2/2/13	7	8			8
28	16	1991	A	SFF/MED	7/21/10	4/1/14	6	7			7
29	17	2073	C	SFF/MED	4/26/11	5/30/14	6	7			7
30	1	2536	C	FF/MED	1/27/15	9/8/15	1	2			2
31	1	2537	A	FF/EMT	1/27/15	1/27/15	3	4			4
32	2	2544	B	FF/EMT	2/10/15	2/10/15	3	4			4
33	3	2542	A	FF/EMT	2/10/15	2/10/15	3	4			4
34	4	2540	C	FF/EMT	2/10/15	2/10/15	3	4			4
35	5	1428	A	FF/EMT	3/25/16	3/25/16	1	2			2
36	6	2747	B	FF/EMT	5/3/16	5/3/16	1	1			1
37	7	2748	C	FF/EMT	5/3/16	5/3/16	1	1			1
38	8	2746	B	FF/EMT	5/3/16	5/3/16	1	1			1
39	9	2749	C	FF/EMT	5/3/16	5/3/16	1	1			1



## APPENDIX-F

#	#	EMPLOYEE	SHIFT	RANK	HIRE DATE	RANK DATE
1	1	0498	C	CAPT	1/12/93	3/16/04
2	2	0539	A	CAPT	3/16/94	7/13/04
3	3	0849	B	CAPT	12/15/99	12/25/07
4	4	0917	A	CAPT	9/7/00	12/25/07
5	5	1023	C	CAPT	10/23/01	12/16/14
6	6	1370	B	CAPT	2/8/06	5/17/16
7	1	0495	A	FAO	11/6/92	5/1/14
8	2	0850	C	FAO	12/27/99	5/1/14
9	3	1061	A	FAO	6/8/02	5/1/14
10	4	1087	C	FAO	8/16/02	12/16/14
11	5	1157	B	FAO	7/3/03	12/16/14
12	6	1159	B	FAO	7/18/03	5/17/16
13	1	1181	A	SFF/MED	11/15/03	4/6/07
14	2	1188	B	SFF/MED	12/30/03	3/15/11
15	3	1270	C	SFF/MED	7/27/04	9/2/08
16	4	1288	B	SFF/MED	10/22/04	11/14/08
17	5	1369	B	SFF/MED	2/11/06	2/11/09
18	6	1453	C	SFF/MED	8/31/06	8/31/09
19	7	1480	B	SFF/MED	3/12/07	4/28/10
20	8	1481	B	SFF/MED	3/14/07	4/30/10
21	9	1547	B	SFF/MED	5/20/07	5/26/10
22	10	1592	A	SFF/MED	12/26/07	8/30/11
23	11	1593	B	SFF/MED	1/2/08	7/10/14
24	12	1599	A	SFF/MED	1/13/08	3/15/11
25	13	1866	C	SFF/MED	6/19/09	9/11/12
26	14	1927	A	SFF/MED	10/20/09	10/25/12
27	15	1932	C	SFF/MED	2/2/10	2/2/13
28	16	1991	A	SFF/MED	7/21/10	4/1/14
29	17	2073	C	SFF/MED	4/26/11	5/30/14
30	1	2536	C	FF/MED	1/27/15	9/8/15
31	1	2537	A	FF/EMT	1/27/15	1/27/15
32	2	2544	B	FF/EMT	2/10/15	2/10/15
33	3	2542	A	FF/EMT	2/10/15	2/10/15
34	4	2540	C	FF/EMT	2/10/15	2/10/15
35	5	1428	C	FF/EMT	3/22/2016	3/22/2016
36	6	2747	C	FF/EMT	5/3/2016	5/3/2016
37	7	2748	B	FF/EMT	5/3/2016	5/3/2016
38	8	2746	A	FF/EMT	5/3/2016	5/3/2016
39	9	2749	B	FF/EMT	5/3/2016	5/3/2016

Those members that are highlighted in yellow will receive a step increase (21/2%) on the pay period starting December 13, 2016.

## APPENDIX-G

### OPTION 2 - PPO Plan as base Health Insurance beginning July 1, 2016

	Current	City	Employee	If the employee participated in the Health Screening				If the employee <b>did not</b> participate in the Health Screening			
	Rate	Share	Share	New Rate	City Share	Employee Share	Monthly Increase	New Rate	City Share	Employee Share	Monthly Increase
<b>Blue Care HMO 1</b>											
Individual	\$562.23	\$488.23	\$74.00	\$632.00	\$545.55	\$86.45	\$12.45	\$632.00	\$525.55	\$106.45	\$32.45
Employee +	\$1,321.93	\$842.47	\$479.46	1485.96	\$1,002.00	\$483.96	\$4.50	1485.96	\$982.00	\$503.96	\$24.50
Family	\$1,481.97	\$842.47	\$639.50	1665.87	\$1,002.00	\$663.87	\$24.37	1665.87	\$982.00	\$683.87	\$44.37
<b>Blue Care HMO 2</b>											
Individual	\$546.65	\$488.23	\$58.42	\$614.48	\$545.55	\$68.93	\$10.51	\$614.48	\$525.55	\$88.93	\$30.51
Employee +	\$1,285.55	\$842.47	\$443.08	\$1,445.08	\$1,002.00	\$443.08	\$0.00	\$1,445.08	\$982.00	\$463.08	\$20.00
Family	\$1,439.36	\$842.47	\$596.90	\$1,617.97	\$1,002.00	\$615.97	\$19.07	\$1,617.97	\$982.00	\$635.97	\$39.07
<b>Preferred Care Blue PPO</b>											
Individual	\$485.33	\$488.23	\$0.00	\$545.55	\$545.55	\$0.00	\$0.00	\$545.55	\$525.55	\$20.00	\$20.00
Employee +	\$1,141.10	\$842.47	\$298.64	\$1,282.70	\$1,002.00	\$280.70	-\$17.94	\$1,282.70	\$982.00	\$300.70	\$2.06
Family	\$1,277.24	\$842.47	\$434.78	\$1,435.73	\$1,002.00	\$433.73	-\$1.05	\$1,435.73	\$982.00	\$453.73	\$18.95
<b>HDHP</b>											
Individual *	\$438.56	\$488.23	\$0.00	\$493.00	\$545.55	\$0.00	\$0.00	\$493.00	\$525.55	\$0.00	\$0.00
Employee +	\$1,031.98	\$842.47	\$189.52	\$1,160.03	\$1,002.00	\$158.03	-\$31.49	\$1,160.03	\$982.00	\$178.03	-\$11.49
Family	\$1,155.65	\$842.47	\$313.18	\$1,299.05	\$1,002.00	\$297.05	-\$16.13	\$1,299.05	\$982.00	\$317.05	\$3.87

\*Does not include Employer contribution of \$52 per month into the employees Health Savings Account if the employee participated in the Health Screenings and \$32 if the employee did not.



**SECTION VII**  
**A**

**AN ORDINANCE APPOINTING RYAN FINN TO FILL THE UNEXPIRED TERM OF SCOTT VON BEHREN, WARD 1 CITY COUNCILMAN.**

WHEREAS, Scott Von Behren resigned as City Councilman in Ward 1 effective at the end of the April 26, 2016 City Council meeting; and

WHEREAS, according to the Charter of the City of Belton, Missouri, Section 3.7 (c), the City Council by a majority vote of all its remaining members shall appoint a qualified person to fill a City Councilmember vacancy until the next regular municipal election as established by the Missouri election calendar in accordance with state law, for which timely notice may be given, when a person will be elected by qualified voters to serve the remainder of the unexpired term; and

WHEREAS, the City Council advertised for and requested applications from qualified persons and residents of Ward 1 to serve out the unexpired term of Scott Von Behren; and

WHEREAS, the Mayor and Councilman Chet Trutzel and Mayor Pro Tem Jeff Fletcher received and evaluated the applications and interviewed all applicants.

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

Section 1. That Ryan Finn is qualified according to law to fill the vacancy created by the resignation of Scott Von Behren and is hereby appointed to fill the unexpired term of Scott Von Behren in Ward 1 until the April 2017 regular municipal election.

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: June 14, 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



## Application for Belton City Councilman Vacancy

### Contact Information

Name	Ryan Finn	
Street Address	7907 Kevin Ln.	Belton, MO 64012
Phone Number	(816) 810-4109	
Cell Number	( ) same	
Email Address	ryanfinn@kw.com	
Date of Birth	3/18/77	

### Education, Training, and Experience

Please summarize special skills and qualifications you have acquired from employment, previous volunteer work, or through other activities which would be of benefit for the position of City Councilman. (Attach additional pages if necessary.)

Belton Graduate 1995 Associate Degree Langueir 1999 USMC Reserves 1995-2001 Carpenter's Union 61 1999-2014 Planning & Zoning Commission 2015-present Keller Williams Southland Realtor 2014-present
--

Please describe your desire to serve in the position of City Councilman. (Attach additional pages if necessary.)

I would be honored to fill the vacancy of the City Councilman position as I have been in service work for most of my working life. I am fascinated by the process of the city government and have thoroughly enjoyed my position as Commissioner on the Planning and Zoning Commission. I look to add further value to our city moving forward, especially as we look to make our city...
---

the destination to be on the south side of Kansas  
City.



## Qualifications

Please indicate Yes or No

Are you at least 18 years of age?	<input checked="" type="radio"/> Yes / <input type="radio"/> No
Are you a citizen of the United States of America?	<input checked="" type="radio"/> Yes / <input type="radio"/> No
Are you a registered voter of your respective ward?	<input checked="" type="radio"/> Yes / <input type="radio"/> No
Have you been a resident of the City of Belton for a minimum of two (2) years?	<input checked="" type="radio"/> Yes / <input type="radio"/> No
Have you been a resident of your respective ward for a minimum of six (6) months?	<input checked="" type="radio"/> Yes / <input type="radio"/> No
Are you delinquent in the payment of any state or city taxes or municipal user fees (required to file Missouri form 5120)?	Yes / <input checked="" type="radio"/> No
Have you been found guilty of or pled guilty to a felony or misdemeanor under the federal laws of the United States of America or to a felony under the laws of this state or an offense committed in another state that would be considered a felony in this state?	Yes / <input checked="" type="radio"/> No
Do you hold any compensated elected governmental office?	Yes / <input checked="" type="radio"/> No
Are you employed by the City of Belton?	Yes / <input checked="" type="radio"/> No
Are you a past or present corporate officer of any fee office that owes any taxes to the state, other than those taxes which may be in dispute?	Yes / <input checked="" type="radio"/> No
Do you have any outstanding campaign disclosure reports due from any prior elections?	Yes / <input checked="" type="radio"/> No

## Agreement and Signature

By submitting this application I affirm that the facts set forth in it are true and complete. I affirm that I am eligible for this office and meet all the qualifications. I understand that if I am appointed to the position of city Councilman, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate removal of office.

Ryan Finn  
Printed Name

[Signature]  
Signature

5/3/16  
Date

Questions? Please contact the City Clerk at 816.331.4331.

Applications can be mailed to Belton City Hall, 506 Main St, Belton MO 64012 or emailed to [pledford@belton.org](mailto:pledford@belton.org).

**SECTION VII**  
**F**

**BILL NO. 2016-67**

**ORDINANCE NO. 2016-**

AN ORDINANCE APPROVING AND AUTHORIZING THE REAPPROPRIATION AND REVISION OF THE CITY OF BELTON FISCAL YEAR 2017 ADOPTED CITY BUDGET IN THE STREET FUND (225) TO MOVE FUNDS FROM STREET RAINY DAY TO STREET PRESERVATION AND ADA COMPLIANCE IMPROVEMENTS LINE ITEMS.

WHEREAS, on March 8, 2016 under Ordinance No. 2016-4180, the City Council approved the Fiscal Year 2017 City Budget; and

WHEREAS, during the June 7, 2016 City Council Work Session, City staff presented on the current FY17 Street Improvements Projects that are funded through Fund 225 line items. As discussed at the meeting, staff is requesting a budget amendment to transfer Street Fund Rainy Day dollars to the specific line items for the FY17 Street Preservation Program and additional ADA Accessibility and Compliance work; and

WHEREAS, in relation to the FY17 Street Preservation Program, staff has been working with Olsson Associates and Superior Bowen in order to make well-informed decisions. Since the time the budget was prepared, staff has worked with the partners to evaluate core samples of the roads proposed for reconstruction, assess the approach to reconstruction, pothole the streets for other utilities, and service line connects that may cause issues when reconstructing and refine the cost estimates of the program. It is necessary to increase the project line item by \$123,576 in order to complete the work that needs to be done for the FY17 Street Preservation Program; and

WHEREAS, in relation to the FY17 ADA Compliance project, staff has been working with TranSystems, Terry Snelling Construction, Inc., and Superior Bowen in order to make well-informed decisions. Since the time the budget was prepared, staff discovered more challenges and believed it to be best to receive support from TranSystems; and

WHEREAS, on May 9, 2016, Task Agreement #2016-19 with TranSystems was approved by the Director of Public Works in order to support staff and provide some lite engineering and guidance to the contractors on Main street ADA Compliance in front of City Hall and City Hall Annex; and

WHEREAS, on June 1, 2016, Task Agreement #2016-20 with TranSystems was approved by the Director of Public Works in order to support staff and provide some lite engineering and guidance to the contractors on the ADA stalls and parking lot adjacent to City Hall Annex; and

WHEREAS, TranSystems' preliminary analysis has provided excellent guidance to the contractors and, as a result, it will be necessary to increase the ADA Compliance Improvements line item by \$75,000 in order to complete the work that needs to be done for the FY17 ADA Compliance project.

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

Section 1. In the Street Fund, #225...

DECREASE the balance by \$198,576 (whole dollars) of Expenditure line item, #225-0000-400-9000, named Rainy Day.

INCREASE the balance by \$123,576 (whole dollars) of Expenditure line item, #225-0000-400-7300, named Street Preservation Program.

INCREASE the balance by \$75,000 (whole dollars) of Expenditure line item, #225-0000-400-7300, named ADA Compliance Improvements.

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

READ FOR FIRST TIME: June 14, 2016

READ FOR SECOND TIME AND PASSED:

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

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

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

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 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

**AGENDA DATE:** June 14, 2016                      **DIVISION:** Transportation/Engineering

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

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

**ISSUE/RECOMMENDATION:**

At the June 7, 2016 City Council Working Session, staff presented on the current FY17 Street Improvements Projects which are funded through the following Fund 225 line items: Street Preservation Program, Curb Replacement, and ADA Compliance. As discussed at the meeting, staff is requesting a budget amendment to transfer Street Fund Rainy Day dollars to the specific line items for the FY17 Street Preservation Program and additional ADA Accessibility and Compliance work. See Table 1 and Table 2 below.

**Table 1. FY17 Improvements Budget Overview - 225-0000-495-7300**

Line Item	Current Budget	+	Additional Requested	=	Total Proposed Budget
Street Preservation Program	\$1,247,000		\$123,576		\$1,370,576
Curb Replacement	\$500,000		\$0		\$500,000
ADA Compliance	\$25,000		\$75,000		\$100,000
	<b>\$1,772,000</b>		<b>\$198,576</b>		<b>\$1,970,576</b>

**Table 2. FY17 Improvements Contractor Overview – 225-0000-495-7300**

Contractor	Current Budget	+	Additional Requested	=	Total Proposed Budget
<b>Terry Snelling</b>					
Street Preservation Program	\$75,000		\$0		\$75,000
Curb Replacement	\$500,000		\$0		\$500,000
ADA Compliance	\$25,000		\$25,000		\$50,000
<b>Superior Bowen</b>					
Street Preservation Program	\$1,172,000		\$123,576		\$1,295,576
Curb Replacement	\$0		\$0		\$0
ADA Compliance	\$0		\$50,000		\$50,000
	<b>\$1,772,000</b>		<b>\$199,359</b>		<b>\$1,970,576</b>

Staff recommends City Council approve the following:

- 1) a budget amendment to transfer funds from the Street Rainy Day to Street Preservation and ADA Compliance to complete FY 17 Street Improvements projects
- 2) a Task Agreement with Superior Bowen for the rest of the FY17 Street Preservation Program and the asphalt ADA compliance work, and
- 3) a Change Order to the Terry Snelling Contract in order to complete concrete work for ADA access to City Hall and City Hall Annex.

**PROPOSED CITY COUNCIL MOTION:**

At the June 14, 2016, City Council Regular Session, approve and authorize with both readings the reappropriation and revision of the City of Belton Fiscal Year 2017 adopted City Budget in the Street Fund (225) to move funds from Street Rainy Day to Street Preservation and ADA Compliance Improvements line items.

**BACKGROUND:**

**FY17 Street Preservation Program**

Since the time the budget was created, staff has been working with partners to evaluate core samples of the roads proposed for reconstruction, assess the approach to reconstruction, pothole the streets for other utilities and service line connections that may cause issues when reconstructing and refine the cost estimates of the program.

Some dollars from the Street Preservation line item have already been accounted for and approved by Council; these amounts include \$75,000 towards the Curb Replacement contract with Terry Snelling and \$70,359 towards the Kentucky overlay that was completed separate from the rest of the FY17 Street Preservation Program.

The FY17 Street Preservation Program will include 2" Mill and Overlays, 4" Mill and Overlays and Reconstructs totaling at \$1,225,217.00.

**ADA Accessibility and Compliance Projects**

Since the time the budget was created, staff tried to create a solution to the ADA needs in front of City Hall and City Hall Annex. As time went on, more challenges were discovered and staff believed it best to receive support from TranSystems. Although there is some analysis still underway, staff intends to replace out of compliance sidewalks, construct and reconstruct curb ramps, walkways, drive approaches, and regrade and refinish the City Hall Annex parking area due to poor condition in the ADA parking spaces and related drainage issues.

Staff has received budget level estimates from the partners for the ADA Accessibility and Compliance Projects. Concrete work completed by Terry Snelling will require an additional \$25,000 and asphalt work completed by Superior Bowen will require an additional \$50,000. The Task Agreement with Superior Bowen to complete the asphalt portion of the ADA Accessibility and Compliance project will be presented at a Regular Session in the future.

**IMPACT/ANALYSIS:**

Reappropriation of budget, see previous Table 1, Table 2 and Table 3 below.

**Table 3. FY17 Street Rainy Day**

<b>225 Rainy Day:</b>	<b>\$397,432</b>
Menards signal – <i>pending 2<sup>nd</sup> reading</i>	\$33,925
155 <sup>th</sup> Street Interchange – <i>pending 2<sup>nd</sup> reading</i>	\$21,634
Street Preservation Program Transfer – <i>proposed</i>	\$123,576
ADA Compliance Transfer – <i>proposed</i>	\$75,000
<b>Total Remaining after Pending and Proposed work</b>	<b>\$143,297</b>

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

At the June 14, 2016, City Council Regular Session, approve and authorize with both readings the reappropriation and revision of the City of Belton Fiscal Year 2017 adopted City Budget in the Street Fund (225) to move funds from Street Rainy Day to Street Preservation and ADA Compliance Improvements line items.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Ordinance

**SECTION VII**  
**G**

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING CHANGE ORDER #2 WITH TERRY SNELLING CONSTRUCTION, INC. IN THE NOT-TO-EXCEED AMOUNT OF \$25,000 TO COMPLETE THE CONCRETE PORTION OF THE ADA COMPLIANCE IMPROVEMENTS PROJECT.

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WHEREAS, the City Council for the City of Belton, understands a quality transportation system is important to a safe and vibrant community and asphalt overlay is an important maintenance activity in maintaining the City of Belton's transportation system; and

WHEREAS, the City has the authority and follows Article IV, Division II, Section 2-921 Purchasing Procedure of the Ordinances of the City of Belton, Missouri, to approve contracts for construction thereto; and

WHEREAS, on January 26, 2016, Ordinance No. 2016-4171 was approved by Council for a construction contract with Terry Snelling Construction, Inc. for the 2015 Street Preservation Project / Concrete Replacement in a not-to-exceed amount of \$150,000.00 which were the budgeted funds for curb replacement in the Fiscal Year 2016 City Budget; and

WHEREAS, on March 8, 2016 under Ordinance No. 2016-4180, the City Council approved the Fiscal Year 2017 City Budget; and

WHEREAS, on March 22, 2016, Ordinance No. 2016-4191 was approved by Council for Change Order #1 with Terry Snelling Construction, Inc. to increase the contract amount by \$450,000.00, of which in 225-0000-495-7300, \$350,000 was budgeted under Curb Replacement (shown as a total of \$500,000 with Carryover), \$75,000 was budgeted under Street Preservation Program and \$25,000 was budgeted under ADA Compliance; and

WHEREAS, on May 9, 2016, Task Agreement #2016-19 with TranSystems was approved by the Director of Public Works in order to support staff and provide some lite engineering and guidance to the contractors on Main Street ADA Compliance in front of City Hall and City Hall Annex; and

WHEREAS, on June 1, 2016, Task Agreement #2016-20 with TranSystems was approved by the Director of Public Works in order to support staff and provide some lite engineering and guidance to the contractors on the ADA stalls and parking lot adjacent to City Hall Annex;

WHEREAS, the outcome of the work TranSystems has completed thus far has indicated to the contractor that additional funds are necessary in order to complete the entire scope of the ADA compliance work in front of City Hall and City Hall Annex; and

WHEREAS, this Change Order #2 with Terry Snelling Construction, Inc. is necessary to approve and authorize completion of the entire ADA Compliance projects, and is intended to be approved at the same time as a budget amendment to move approximately \$75,000 of the Street Rainy Day fund to the line item, 225-0000-495-7300 ST1703 ADA Compliance Projects; and



WHEREAS, staff recommends approving Change Order #2 with Terry Snelling Construction, Inc. in the not-to-exceed amount of \$25,000 to complete the concrete portion of the ADA compliance improvements project.

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

- SECTION 1. It is hereby found, determined, and declared that it is necessary and in the best interest for the public purpose of constructing and maintaining the public improvements that are part of the FY17 Street Preservation Program and which are for the benefit of the citizens of the City to maintain the transportation system.
- SECTION 2. That the City of Belton, Missouri shall approve and authorize Change Order #2 with Terry Snelling Construction, Inc. for the FY17 Street Preservation Program increasing the contract amount by \$25,000.00 as set forth in the attached **Change Order #2** hereto and made part hereof as fully as if set forth herein verbatim.
- SECTION 3. This ordinance shall take effect and be in full force from and after its passage and approval.
- SECTION 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: June 14, 2016

READ FOR THE SECOND TIME:

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

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

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

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and 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:

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:** June 14, 2016                      **DIVISION:** Transportation/Engineering

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

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

**ISSUE/RECOMMENDATION:**

At the June 7, 2016 City Council Working Session, staff presented on the current FY17 Street Improvements Projects which are funded through the following Fund 225 line items: Street Preservation Program, Curb Replacement, and ADA Compliance. As discussed at the meeting, staff is requesting a budget amendment to transfer Street Fund Rainy Day dollars to the specific line items for the FY17 Street Preservation Program and additional ADA Accessibility and Compliance work. See Table 1 and Table 2 below.

**Table 1. FY17 Improvements Budget Overview - 225-0000-495-7300**

Line Item	Current Budget	+	Additional Requested	=	Total Proposed Budget
Street Preservation Program	\$1,247,000		\$123,576		\$1,370,576
Curb Replacement	\$500,000		\$0		\$500,000
ADA Compliance	\$25,000		\$75,000		\$100,000
	<b>\$1,772,000</b>		<b>\$198,576</b>		<b>\$1,970,576</b>

**Table 2. FY17 Improvements Contractor Overview – 225-0000-495-7300**

Contractor	Current Budget	+	Additional Requested	=	Total Proposed Budget
<b>Terry Snelling</b>					
Street Preservation Program	\$75,000		\$0		\$75,000
Curb Replacement	\$500,000		\$0		\$500,000
ADA Compliance	\$25,000		\$25,000		\$50,000
<b>Superior Bowen</b>					
Street Preservation Program	\$1,172,000		\$123,576		\$1,295,576
Curb Replacement	\$0		\$0		\$0
ADA Compliance	\$0		\$50,000		\$50,000
	<b>\$1,772,000</b>		<b>\$199,359</b>		<b>\$1,970,576</b>

Staff recommends City Council approve the following:

- 1) a budget amendment to transfer funds from the Street Rainy Day to Street Preservation and ADA Compliance to complete FY 17 Street Improvements projects
- 2) a Task Agreement with Superior Bowen for the rest of the FY17 Street Preservation Program and the asphalt ADA compliance work, and
- 3) a Change Order to the Terry Snelling Contract in order to complete concrete work for ADA access to City Hall and City Hall Annex.

**PROPOSED CITY COUNCIL MOTION:**

At the June 14, 2016, City Council Regular Session, approve an ordinance authorizing and approving Change Order #2 with Terry Snelling Construction, Inc. in the not-to-exceed amount of \$25,000 to complete the concrete portion of the ADA Compliance Improvements Project.

**BACKGROUND:**

**FY17 Street Preservation Program**

Since the time the budget was created, staff has been working with partners to evaluate core samples of the roads proposed for reconstruction, assess the approach to reconstruction, pothole the streets for other utilities and service line connections that may cause issues when reconstructing and refine the cost estimates of the program.

Some dollars from the Street Preservation line item have already been accounted for and approved by Council; these amounts include \$75,000 towards the Curb Replacement contract with Terry Snelling and \$70,359 towards the Kentucky overlay that was completed separate from the rest of the FY17 Street Preservation Program.

The FY17 Street Preservation Program will include 2" Mill and Overlays, 4" Mill and Overlays and Reconstructs totaling at \$1,225,217.00.

**ADA Accessibility and Compliance Projects**

Since the time the budget was created, staff tried to create a solution to the ADA needs in front of City Hall and City Hall Annex. As time went on, more challenges were discovered and staff believed it best to receive support from TranSystems. Although there is some analysis still underway, staff intends to replace out of compliance sidewalks, construct and reconstruct curb ramps, walkways, drive approaches, and regrade and refinish the City Hall Annex parking area due to poor condition in the ADA parking spaces and related drainage issues.

Staff has received budget level estimates from the partners for the ADA Accessibility and Compliance Projects. Concrete work completed by Terry Snelling will require an additional \$25,000 and asphalt work completed by Superior Bowen will require an additional \$50,000. The Task Agreement with Superior Bowen to complete the asphalt portion of the ADA Accessibility and Compliance project will be presented at a Regular Session in the future.

**IMPACT/ANALYSIS:**

Reappropriation of budget, see previous Table 1, Table 2 and Table 3. below.

**Table 3. FY17 Street Rainy Day**

<b>225 Rainy Day:</b>	<b>\$397,432</b>
Menards signal – <i>pending 2<sup>nd</sup> reading</i>	\$33,925
155 <sup>th</sup> Street Interchange – <i>pending 2<sup>nd</sup> reading</i>	\$21,634
Street Preservation Program Transfer – <i>proposed</i>	\$123,576
ADA Compliance Transfer – <i>proposed</i>	\$75,000
<b>Total Remaining after Pending and Proposed work</b>	<b>\$143,297</b>

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

At the June 14, 2016, City Council Regular Session, approve an ordinance authorizing and approving Change Order #2 with Terry Snelling Construction, Inc. in the not-to-exceed amount of \$25,000 to complete the concrete portion of the ADA Compliance Improvements Project.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Ordinance
- Change Order #2





## CHANGE ORDER NO. 2

Contract Number 225-2016-2A

Project Title 2015 Street Preservation Project / Concrete Replacement

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

Ordinance / Resolution No: \_\_\_\_\_

To CONTRACTOR Terry Snelling Construction, Inc.

The Contract is changed as follows: increase contract amount up \$25,000 to incorporate additional ADA compliance work in a not to exceed amount of the new contract price of \$625,000.

**Not valid until signed by the OWNER.**

The original Contract Price was .....	\$150,000.00
Net change by previously authorized Change Orders .....	\$450,000.00
The Contract Price prior to this Change Order was .....	\$600,000.00
The Contract Price will be <b>increased</b> by .....	\$25,000.00
The new Contract Price including this Change Order will be .....	\$625,000.00
The Contract Times will be changed by .....	60 days
The date of Final Completion as of the date of this Change Order therefore is .....	July 29,2016

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

<b>CONTRACTOR:</b>	By:	Date:
<b>OWNER:</b> City of Belton, Missouri	By:	Date:
<b>ENGINEER:</b>	Attest By:	Date:

# **SECTION VII**

## **H**

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A MUNICIPAL AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO COMPLETE THE DOCUMENTATION NECESSARY FOR DONATION OF A PIECE OF CITY RIGHT-OF-WAY THROUGH A PREVIOUSLY APPROVED QUITCLAIM DEED TO THE STATE OF MISSOURI ACTING BY AND THROUGH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION.

---

WHEREAS, with the replacement of the 155<sup>th</sup> Street/I-49 Interchange to take place in 2017, MoDOT is securing right-of-way (ROW) from adjacent property owners. MoDOT has requested the City donate a piece of City ROW through quitclaim deed. The ROW is at the end of the North Scott Annex Road indicated in red in the attached GIS exhibit. The ROW is necessary to allow MoDOT to make the improvements to 155<sup>th</sup> Street and then grade the adjacent land properly.

WHEREAS, the State of Missouri Highways and Transportation Commission took title to this tract of land in 1923 by Quitclaim Deed; and

WHEREAS, the State of Missouri Highways and Transportation Commission quitclaimed the right of way/roadway to the City of Belton, Missouri in 1982; and

WHEREAS, after evaluation, the City Council believes no detriment will occur to the City's rights or facilities as a result of this transfer of land to MoDOT and is in the best interest of the City and its citizens;

WHEREAS, the City of Belton, Missouri approved and authorized on May 24, 2016 a transfer of City-owned property and all abutter's rights of direct access between 155<sup>th</sup> Street and city's abutting land in the NE ¼ of the NE ¼ of Section 2, T46N, R33W, Belton, Cass County, Missouri, (commonly known as East of North Scott spur) by quitclaim deed to the State of Missouri acting by and through the Missouri Highways and Transportation Commission.

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

- SECTION 1. That the City of Belton, Missouri approves and authorizes this municipal agreement with the Missouri Highways and Transportation Commission in Attachment 1 hereto and made part hereof as fully as if set forth herein verbatim to complete the documentation necessary for donation of a piece of City-owned ROW through a previously approved quitclaim deed to the State of Missouri acting by and through the Missouri Highways and Transportation Commission.
- 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: June 14, 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

**AGENDA DATE:** June 14, 2016

**DIVISION:** Public Works

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

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

**ISSUE/RECOMMENDATION:**

With the replacement of the 155<sup>th</sup> Street/I-49 Interchange to take place in 2017, MoDOT is securing right-of-way (ROW) from adjacent property owners. MoDOT has requested the City donate a piece of City ROW through quitclaim deed that is included in this packet with legal description. The ROW is at the end of the North Scott Annex Road indicated in red in the attached GIS exhibit.

The ROW is necessary to allow MoDOT to make the improvements to 155<sup>th</sup> Street and then grade the adjacent land properly. City Staff has evaluated this 1,471.40 square feet of land at the end of the North Scott Spur and found this transfer not to be detrimental to the City's rights or facilities. **Council approved the Quitclaim Deed on May 24, 2016 and this municipal agreement is also necessary.**

**PROPOSED CITY COUNCIL MOTION:**

Approve an ordinance authorizing and approving a municipal agreement between the City of Belton, Missouri and the Missouri Highways and Transportation Commission to complete the documentation necessary for donation of a piece of City right-of-way through a previously approved quitclaim deed to the State of Missouri acting by and through the Missouri Highways and Transportation Commission.

**BACKGROUND:**

In 2014, the Cities of Belton and Grandview applied for federal funds to make improvements to the 155<sup>th</sup> Street, east of the I-49 Interchange. Soon after MoDOT began to prepare for replacement of the interchange and is scheduled to do so in 2017. KCMO is now preparing to make improvements to 155<sup>th</sup> Street, west of I-49, also in 2017. This will be a key gateway for Belton.

**IMPACT/ANALYSIS:**

None

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

Approve an ordinance authorizing and approving a municipal agreement between the City of Belton, Missouri and the Missouri Highways and Transportation Commission to complete the documentation necessary for donation of a piece of City right-of-way through a previously approved quitclaim deed to the State of Missouri acting by and through the Missouri Highways and Transportation Commission.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Ordinance  
Municipal Agreement  
Plan Sheets  
GIS Exhibit for Council Packet Only



**Attachment 1**

**155<sup>th</sup> Street Right-of-Way Donation to MoDOT**

**Municipal Agreement**

CCO Form: DE11  
Approved: 04/93 (CEH)  
Revised: 09/15 (AR)  
Modified:

Municipal Agreement  
Route: I-49  
County: Jackson & Cass  
Job No.: J4P2256

## **MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Belton, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

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

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route I-49, Jackson and Cass Counties, Job No. J4P2256 shall consist of interchange improvements at 155<sup>th</sup> Street.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Beginning approximately at Station 29+96.80 and ending approximately at Station 36+62.50 on I-49 and beginning approximately at Station 42+98.70 and ending approximately at Station 51+30.40 on 155<sup>th</sup> Street. The length of the improvement within the city is 0.126 miles on I-49 and 0.158 miles on 155<sup>th</sup> Street.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J4P2256. The parties' responsibilities with respect to the funding of said improvements are outlined further herein.

(6) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the City agrees to contribute as follows:

(A) The currently estimated additional cost of aesthetic treatments on the project, including form liners on exterior and median barrier curbs and twelve inch decorative handrail, is sixty-four thousand nine hundred dollars (\$64,900). The details of the estimated cost breakdown may be seen in "Exhibit B," which is incorporated herein and attached hereto.

(B) The cost of the aesthetic treatments is being split equally between the City, the City of Grandview, and the City of Kansas City. The City will pay one third of the currently estimated additional cost of aesthetic treatments as a lump sum contribution of twenty-one thousand six hundred thirty-three dollars and thirty-three cents (\$21,633.33), no more no less toward the construction of aesthetic treatments on the project.

(C) The City shall deposit in the amount of twenty-one thousand six hundred thirty-three dollars and thirty-three cents (\$21,633.33) to the *Missouri Highways and Transportation Commission – State Road Fund* no later than five days prior to the project Commission advertisement date. If either the City, the City of Grandview, or City of Kansas City fail to make any deposits required by this Agreement or by other agreements with the Commission related to Commission Project J4P2256, the Commission is under no obligation to continue with the construction of the aesthetic enhancements. The City agrees that all funds deposited by the City, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the Road fund.

(7) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, and alleys as necessary for construction and maintenance of said public improvement.

(8) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(9) RIGHT-OF-WAY ACQUISITION:

(A) Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire at its expense, at no cost or expense to the City, any necessary right-of-way required for the construction of the improvement.

(B) The portion of state highway covered by this Agreement shall be a controlled access highway and rights of access between the highway and abutting property shall be procured and the cost classified as right-of-way cost and paid for by the Commission in the same manner as other right-of-way costs. Only such rights of ingress and egress shall be allowed as indicated on the plans approved by the Commission and FHWA.

(10) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(D) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(11) LIGHTING: The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the

extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(12) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(13) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(14) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(15) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(16) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.



(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(C) The City shall inspect and maintain the sidewalks constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

(17) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(18) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (17) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(19) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(20) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(21) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(22) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(23) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(24) INDEMNIFICATION:

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

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

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

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(25) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

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

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

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:

Mr. Jeff Davis  
Mayor  
City of Belton  
506 Main Street  
Belton, MO 64012  
Phone: 816-331-4331

(B) To the Commission:

Mr. Dan Niec  
District Engineer, Kansas City District  
Missouri Department of Transportation  
600 NE Colbern Road  
Lee's Summit, MO 64086  
Phone: 816-622-6500

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

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

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

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

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

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

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

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

(36) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission, except as otherwise provided by this Agreement or a separate written agreement.

(37) NO INTEREST: By contributing to the cost of this project or improvement, the City gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

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

(39) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(40) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

*[remainder of page intentionally left blank]*



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

Executed by the City this \_\_\_\_ day of \_\_\_\_\_, 2016.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 2016.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF BELTON

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

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

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

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

ATTEST:

ATTEST:

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

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

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

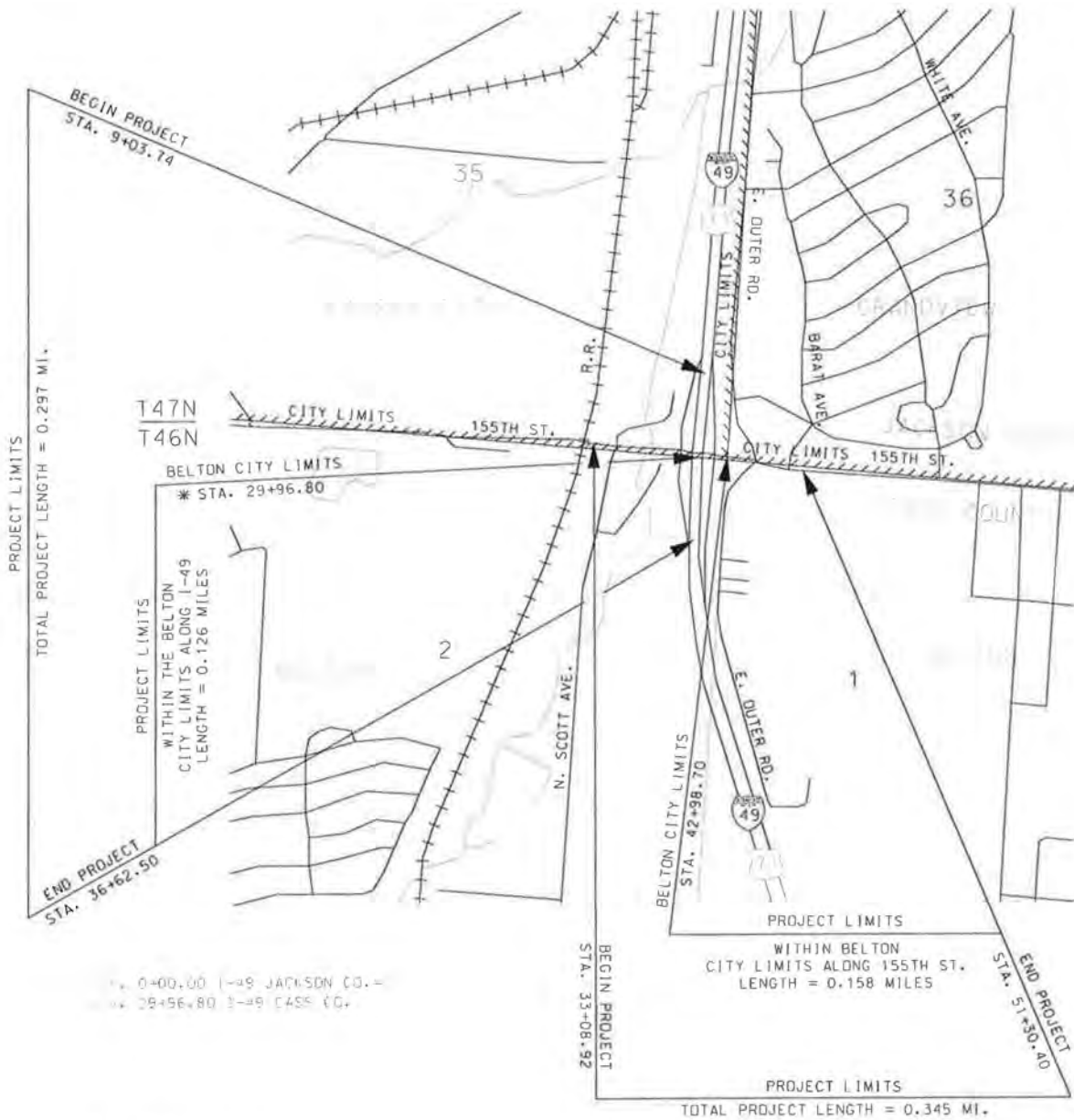
Title: \_\_\_\_\_

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

# MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

## PROJECT LOCATION

### I-49 & 155TH. ST. INTERCHANGE



NOT TO SCALE

## EXHIBIT A

Agreement Between  
MISSOURI HIGHWAYS AND TRANSPORTATION  
COMMISSION  
-and-  
BELTON, MISSOURI  
Job No. J4P2256 Jackson & Cass Counties

## EXHIBIT B

County: Jackson & Cass

Route: I-49

Job No.: J4P2256

Description: Interchange improvements at 155<sup>th</sup> Street

### Aesthetic Treatments - City

#### Safety Barrier Curbs (Type B Curbs)

Formliners on exterior safety barrier curbs - \$8,600

Additional cost to cast in place (vs slip form) exterior safety barrier curbs -  
\$12,700

**Additional cost - \$21,300**

Formliners on median safety barrier curbs - \$8,600

Additional cost to cast in place (vs slip form) median safety barrier curbs -  
\$12,700

**Additional cost - \$21,300**

#### Decorative Handrail

12" handrail on median safety barrier curbs - \$28,600

Savings/credit for cost of Type D vs Type B barrier curbs - (\$6,300)

**Additional cost - \$22,300**

**Total Additional Cost by Cities - \$21,300 + \$21,300 + \$22,300 = \$64,900**

**Cost of Aesthetic Treatments per City - \$64,900 / 3 = \$21,633.33**

"THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT"

DATE PREPARED: 5/22/2015  
 COUNTY: JACKSON/CASS  
 JOB NO: J4P2256  
 CONTRACT ID:

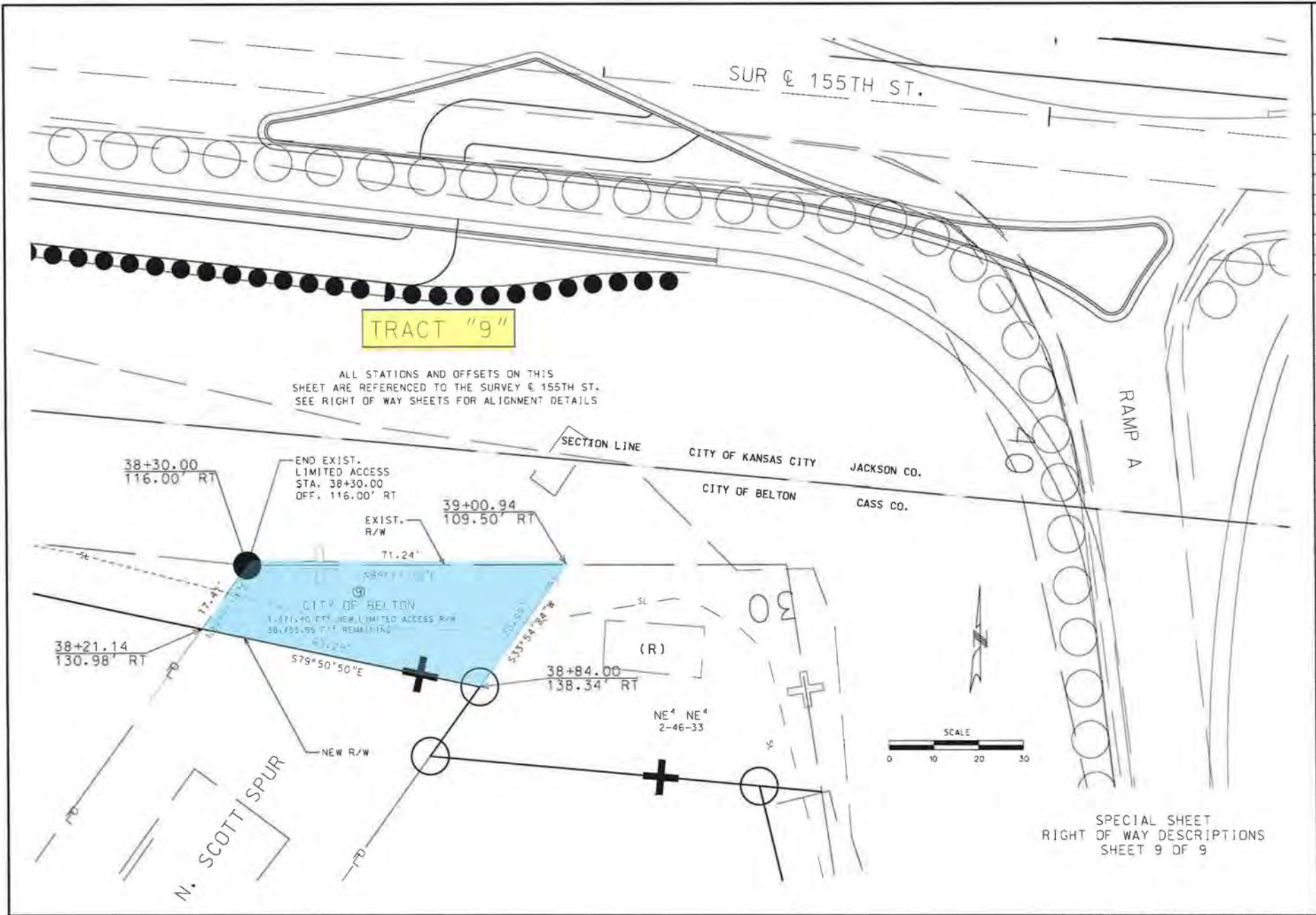
PROJECT NO:  
 BRIDGE NO:

DATE	DESCRIPTION

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
 105 WEST CAPITOL  
 JEFFERSON CITY, MO 65102  
 1-888-ASK-MODOT 1-888-275-6636



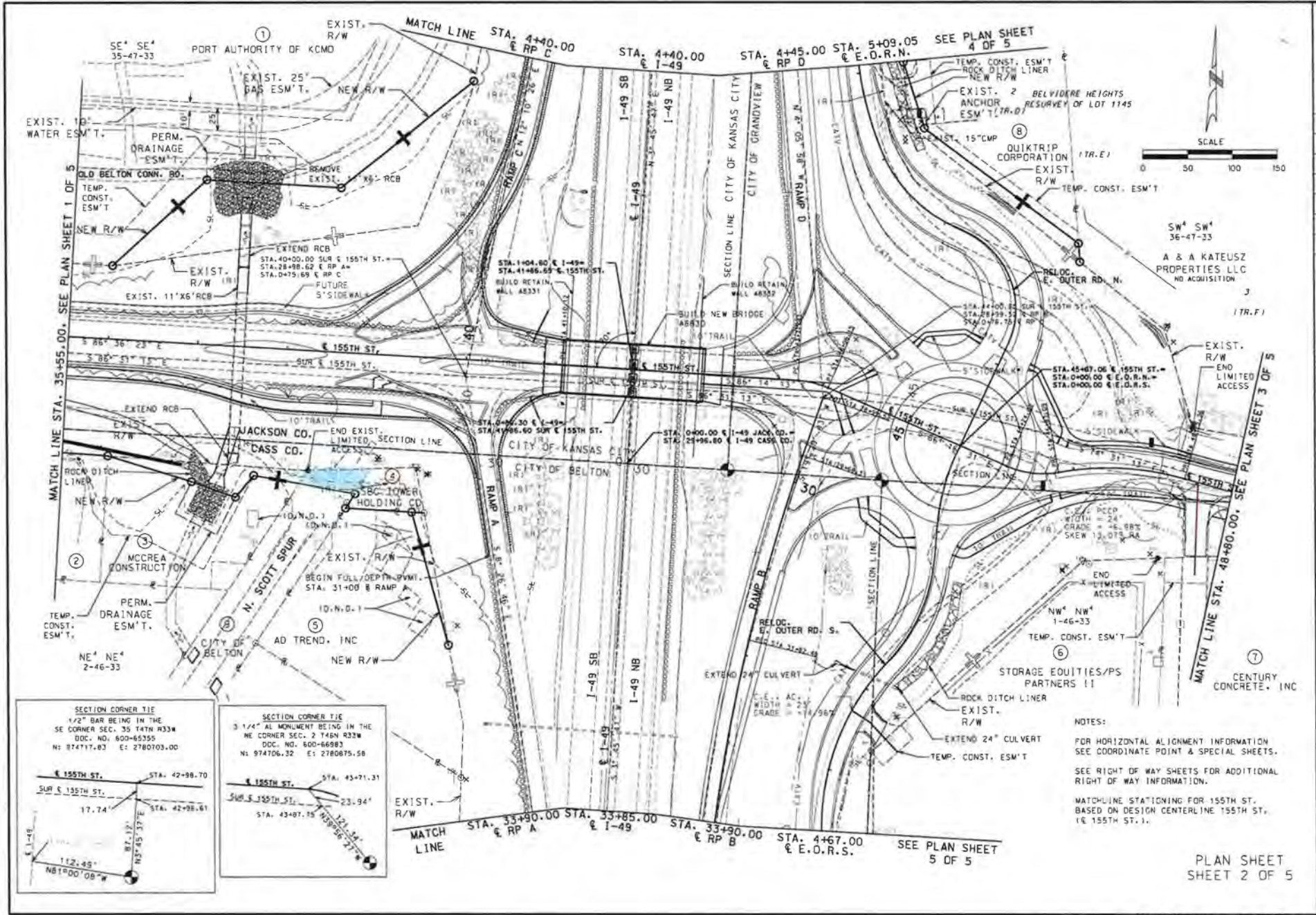
IF A SCALE IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SCALED AND DATED



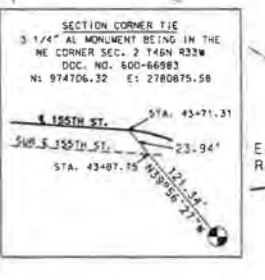
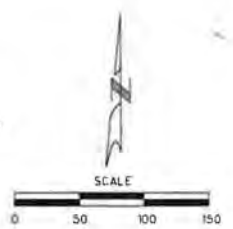
ALL STATIONS AND OFFSETS ON THIS SHEET ARE REFERENCED TO THE SURVEY @ 155TH ST. SEE RIGHT OF WAY SHEETS FOR ALIGNMENT DETAILS

SPECIAL SHEET  
 RIGHT OF WAY DESCRIPTIONS  
 SHEET 9 OF 9





THIS DRAWING SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT.	
DATE	12/15/2015
PROJECT	I-49 MD
OFFICE	KC 5
DESIGN	JACKSON/CASS
FOR REF.	J4P2256
CONTRACT NO.	
PROJECT NO.	
BRIDGE NO.	
DESCRIPTION	
DATE	
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	
	
105 WEST CAPITOL JEFFERSON CITY, MO 65102 1-888-ASK-MODOT 1-888-275-6636	



NOTES:  
 FOR HORIZONTAL ALIGNMENT INFORMATION  
 SEE COORDINATE POINT & SPECIAL SHEETS.  
 SEE RIGHT OF WAY SHEETS FOR ADDITIONAL  
 RIGHT OF WAY INFORMATION.  
 MATCHLINE STATIONING FOR 155TH ST.  
 BASED ON DESIGN CENTERLINE 155TH ST.  
 (E 155TH ST.).

PLAN SHEET  
 SHEET 2 OF 5



# Belton, MO



## Legend

- Street
- Parcel
- Subdivision
- Parks
- Cemetery

1: 678



## Notes

Area in read only to indicate area of ROW donation for visual purposes- it is not survey level information.

0.0 0 0.01 0.0 Miles

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

# **SECTION VII**

**I**

**BILL NO. 2016-70**

**ORDINANCE NO. 2016-**

**AN ORDINANCE APPROVING THE RE-APPROPRIATION & REVISION OF THE FISCAL YEAR 2017 ADOPTED CITY BUDGET.**

---

WHEREAS, on March 8, 2016 under Ordinance No. 2016-13, the City Council approved the Fiscal Year 2017 City Budget; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2017 City Budget, the Collective Bargaining Agreement between the City of Belton, Missouri and Local-42 of the International Association of Firefighters was approved by the City Council; and

WHEREAS, the FY-17 Adopted City Budget of the Fire Department needs to be amended to reflect the negotiated Collective Bargaining Agreement between the City of Belton, Missouri and Local-42 of the International Association of Firefighters; and

WHEREAS, the Personnel Schedule for the FY17 Adopted City Budget needs amended to reflect the changes in the Collective Bargaining Agreement.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI.

Section 1. In the General Fund, # 010 ...

INCREASE the balance by \$ 82,042 (whole dollars) of Expenditure line item, # 010-1000-4001110 , named Salaries-Regular.

DECREASE the balance by \$ 65,000 (whole dollars) of Expenditure line item, # 010-3600-4001130 , named Salaries-Overtime.

INCREASE the balance by \$ 18,455 (whole dollars) of Expenditure line item, # 010-3600-4001205 , named Medical-Health Insurance.

INCREASE the balance by \$ 1,428 (whole dollars) of Expenditure line item, # 010-3600-4001210 , named Dental Insurance.

INCREASE the balance by \$ 128 (whole dollars) of Expenditure line item, # 010-3600-4001215 , named Life Insurance.

INCREASE the balance by \$ 341 (whole dollars) of Expenditure line item, # 010-3600-4001220 , named Vision Insurance.

INCREASE the balance by \$ 25 (whole dollars) of Expenditure line item, # 010-3600-4001225 , named Disability Insurance.

INCREASE the balance by \$ 962 (whole dollars) of Expenditure line item, #010-3600-4001230 , named Social Security.

INCREASE the balance by \$ 2,889 (whole dollars) of Expenditure line item, # 010-3600-4001235 , named Lagers Retirement.

DECREASE the balance by \$ 177 (whole dollars) of Expenditure line item, # 010-3600-4001255 , named Workers Compensation.

INCREASE the balance by \$ 57 (whole dollars) of Expenditure line item, # 010-3600-4001265 , named Employee Asst Plan.

DECREASE the balance by \$ 5,000 (whole dollars) of Expenditure line item, # 010-3600-4003405 , named Training.

INCREASE the balance by \$ 5,000 (whole dollars) of Expenditure line item, # 010-3600-4003025 , named Expense Allowance.

INCREASE the balance by \$ 3,249 (whole dollars) of Expenditure line item, # 010-3600-4004002 , named Medical Supplies.

INCREASE the balance by \$ 600 (whole dollars) of Expenditure line item, # 010-3600-4004012 , named Minor Equipment.

FOR THE PURPOSE OF: Amending the Fire Department Budget line items.

Section 2. In the Capital Outlay Fund, # 010 ...

INCREASE the balance by \$ 20,000 (whole dollars) of Expenditure line item, # 010-4400-4957300 , named Improvements/Capital Building.

FOR THE PURPOSE OF: Amending the Fire Department Budget line items.

Section 3. In the Revenues Fund, # 010 ...

INCREASE the balance by \$ 65,000 (whole dollars) of Revenue line item, # 010-0000-3403500 , named Ambulance Fees.

FOR THE PURPOSE OF: Amending the Fire Department Budget line items.



Section 4. To make the following changes to the Personnel Schedule for the purpose of reflecting the negotiation of the Collective Bargaining Agreement between the City of Belton, Missouri and Local-42 of the International Association of Firefighters.

	ADOPTED BUDGET 2015/2016	DEPARTMENT REQUEST 2016/2017	PROPOSED 2016/2017	ADOPTED PAY GRADE LEVEL 2015/2016	DEPT REQUESTED PAY GRADE LEVEL 2016/2017	PROPOSED PAY GRADE LEVEL 2016/2017
<b>FIRE</b>						
FIRE CHIEF	1	1	1	67	67	67
BATTALION CHIEF-FIRE MARSHAL	1	1	1	57	57	57
BATTALION CHIEF-SHIFT COMMANDER	3	3	3	51	51	51
BATTALION CHIEF-TRAINING	0	1	1	57	57	57
ASSISTANT FIRE MARSHALL	1	1	1	51	51	51
CAPTAIN	6	6	6	47	47	47
FIRE APPARATUS OPERATORS	6	6	6	43	43	43
SENIOR FIREFIGHTER-PARAMEDIC	20	17	17	41	41	41
FIREFIGHTER-PARAMEDIC	0	1	1	39	39	39
SENIOR FIREFIGHTER-EMT	0	0	0	37	37	37
FIREFIGHTER-EMT	5	9	9	32	32	32
SECRETARY	1	1	1	28	28	28
<b>TOTALS</b>	<b>44</b>	<b>47</b>	<b>47</b>			

Section 5. That this Ordinance shall be in full force and effect from the date of its passage, adoption, and approval by the Mayor.

READ FOR THE FIRST TIME: June 14, 2016

READ FOR THE SECOND TIME:

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

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

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



ATTEST:

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

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

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

AYES:                      COUNCILMEN:

NOES:                      COUNCILMEN:

ABSENT:                    COUNCILMEN:

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

**SECTION VII**  
**J**

**BILL NO. 2016-71**

**ORDINANCE NO. 2016-**

AN ORDINANCE APPROVING THE FINAL PLAT OF TRADITIONS – 1<sup>ST</sup> PLAT, A PART OF GOVERNMENT LOT 2, OF THE SW ¼ OF SECTION 18, TOWNSHIP 46, RANGE 32, A 49.40-ACRE TRACT OF LAND, LOCATED DIRECTLY ON THE EAST SIDE OF S. MULLEN ROAD, AND SYCAMORE DRIVE, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.

---

**WHEREAS**, Developer, Sallee Real Estate Investments, LLC, expects to become the owner of certain real property, commonly known as Traditions subdivision, consisting of approximately 49.40 acres, located at Sycamore Drive and South Mullen Road, Belton, Missouri, and as more particularly described on **Exhibit A** (Legal Description), attached hereto; and

**WHEREAS**, on January 9, 2006, the Planning Commission approved a Preliminary Plat with respect to the Property upon application of a prior owner/developer of the Property, which approval of the Preliminary Plat has now expired. A copy of the previously approved Preliminary Plat is attached hereto as **Exhibit B**; and

**WHEREAS**, the previously approved Preliminary Plat provided for a mixed-use project to be called the Traditions and contained a single-family area, a multi-family area and some commercial lots along South Mullen Road; and

**WHEREAS**, the prior owner/developer proceeded to install certain public infrastructure, includes, roads, water and sanitary sewer, for the first phase of the Project, but such public infrastructure has not yet been accepted by the City and the prior owner/developer has since abandoned the Project; and

**WHEREAS**, the developer and City of Belton have negotiated a Development Agreement, which will be presented to the City Council for approval concurrently with this Ordinance, that defines the public infrastructure punch list items to be completed, maintenance of common areas and on-site storm water facilities, establishment of a home owners association, and installation of sidewalks and trails; and

**WHEREAS**, Developer has filed an application with the City for approval of a Final Plat of the first phase of the Project under the name Traditions – 1<sup>st</sup> Plat. A copy of such proposed final plat is attached hereto as **Exhibit C**; and

**WHEREAS**, it is the Planning Commission’s responsibility to review and approve, approve conditionally or disapprove plats within a reasonable time after submission; and

**WHEREAS**, the Final Plat of Traditions 1<sup>st</sup> Plat, was hereby reviewed by staff and duly presented to the Belton Planning Commission at a regular meeting held on May 16, 2016; and

**WHEREAS**, the Belton Planning Commission voted unanimously to recommend approval of the Final Plat of Traditions -1<sup>st</sup> Plat, a part of Government Lot 2, of the SW ¼ of Section 18, Township 46, Range 32, in Belton, Cass County, Missouri, to the City Council.

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

**Section 1.** That the Final Plat of Traditions, 1<sup>st</sup> Plat, a part of Government Lot 2, of the SW ¼ of Section 18, Township 46, Range 32, a multi and single family residential development, on a 49.40-acre tract of land, located on the east side of S. Mullen Road and Sycamore Drive, in the City of Belton, Cass County, Missouri is hereby accepted and approved and that the appropriate city officials are hereby authorized to execute same.

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

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

PUBLIC HEARING AT PLANNING AND ZONING: May 16, 2016

READ FOR THE FIRST TIME: June 14, 2016

READ FOR THE SECOND TIME AND PASSED:

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

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

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

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing Ordinance was regularly introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 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: June 14, 2016
ASSIGNED STAFF: Robert G. Cooper, City Planner

DEPARTMENT: Community Planning and Development

Table with 2 rows and 4 columns of checkboxes for Ordinance, Agreement, Resolution, Discussion, Consent Item, FYI/Update, Change Order, and Public Hearing.

CASE #FP16-08

Consideration of a Final Plat approval for Traditions – 1st Plat, a 49.40-acre, a multi and single family residential development, located on the east side of S. Mullen Road, and Sycamore Drive.

Consideration of Development and Maintenance Agreement to establish a maintenance and special requirements to run with the land.

BACKGROUND

The Planning Commission originally reviewed and approved the Traditions preliminary plat on January 9, 2006 and City Council approval of the final plat on September 25, 2007. At the time, the residential development was under a different ownership. Due to the previous owner's financial instability, the final plat was never recorded with the Cass County Recorder's Office.

Sallee Real Estate Investment, LLC, (current developer) is proposing to develop this 49.40-acre tract of land, which is part of the original final plat that was approved by the city in 2007. The city's development review committee has convened on several occasions and met with the developer to discuss and review the elements of the plat and general layout of the development.

The property is currently zoned R-3/PUD. The planned unit development district provides flexibility in the design of buildings, yards, courts, and circulation in exchange for the provision of platted common open space, amenities, and design excellence.

The developer is prepared to move forward in the development process and has submitted a final plat in conjunction with a development plan for this multi and single family residential housing project.

The Development and Maintenance Agreement defines the public infrastructure punch list items to be completed, maintenance of common areas and on-site storm water facilities, establishment of a home owners association, and the installment of sidewalks and trails.

REVIEW

The project consists of two (2) phases of development. Phase I will commence in Summer 2016, with the construction of eight (8) 4-plex buildings / 32-dwelling units, with an additional twelve (12) single-family houses. It is estimated that by the end of the 2016 calendar year, there will be a total of 25 single-family houses and twelve (12) 4-plex buildings constructed and marketable.

The Final Plat of the 1<sup>st</sup> Plat will consist of fifty-one (51) single-family residential lots and twenty-three (23) 4-plex buildings. The single-family houses will range in size between 1,400-sq. ft., to 2,000-sq. ft., mostly three and four bedroom, with 2.5 and 3.5 baths. The 4-Plex units will consist of a 1,253-sq. ft. two-bedroom dwelling and a 1,352-sq. ft. three bedroom dwelling.

A public common area is identified on the plat as Tract(s) A, B, and C, which surrounds the 4-plex multi-family units, to be used as a common green-space area. The developer has no plans to pursue any commercial development. Subsequently, the area shown on the original plat as “commercial” will be shown as un-platted and will be re-platted as residential at a later phase of development. The remaining acreage of the Traditions subdivision will be developed and platted at a later phase, to be in accordance with the city’s adopted codes and ordinances.

The primary access to the development will be from S. Mullen Road with Sycamore Drive and Traditions Parkway being classified as the two major internal collector streets for this subdivision. An 8’-10’ wide walking trail will be added to the plat along Sycamore Drive (to be used mutually with the public sidewalk) and also, along Traditions Parkway on the west side of the roadway.

Various Tracts and Common Areas are shown and identified on the plat as *‘landscape islands’*; *‘community use/open space’*; *‘common-areas for multi-family units’*; and *‘detention areas’*, all of which are spelled out in the Development Agreement in terms of ownership and maintenance responsibilities.

**NOTE:** Pursuant to Section 36-37 of the Unified Development Code, If a final plat is not recorded within one year of the date of the Planning Commission’s approval of the final plat, the approval shall become null and void and a new final plat must be submitted to the commission and the governing body for their consideration. No building shall be occupied until the final plat has been recorded with the Cass County Recorder’s Office.

**STAFF COMMENT**

Engineering staff – The following changes need to be made to the final plat prior to the recording of the document:

- Remove sidewalk note on plat; this will be incorporated into the development agreement.
- Add statement on plat that this document is recorded contemporaneously with development agreement and include blank spaces for book and page of recorded development agreement

**STAFF RECOMMENDATION:**

Staff finds the final plat to be consistent with Section 35-36 of the Belton Unified Development Code, therefore, supports a recommendation to approve the Final Plat of Traditions 1<sup>st</sup> Plat.

Staff finds that the Development and Maintenance Agreement addresses all the special issues of the installation of all on-going maintenance for a quality development.

**PLANNING COMMISSION RECOMMENDATION:**

Approve the Final Plat as requested. The Planning Commission met on May 16, 2016 and considered the request for the Final Plat approval, and following staff presentation and discussion, the Planning Commission voted to approve.

**ATTACHMENTS**

1. Ordinance
2. Final Plat
3. Development Agreement



PLAT DESCRIPTION

All that part of Government Lot 2 of the Southwest 1/4 of Section 18, Township 46, Range 32, all in the City of Belton, Cass County, Missouri and being more particularly described as follows:

Commencing at the West 1/4 of said Section 18, said point being marked by a 1 1/2" Aluminum capped monument; thence South 86°34'23" East along the North line of said Government Lot 2 of the Southwest 1/4, a distance of 20.00 feet to a point on the East right of way line of South Mullen Road and the Point of Beginning of the tract of land herein described; thence South 02°39'24" West, along said right of way line, a distance of 69.24 feet; thence South 02°44'58" West along said East right of way line, a distance of 1329.82 feet; thence South 87°00'38" East, a distance of 186.77 feet; thence South 56°13'44" East, a distance of 180.00 feet; thence North 73°06'23" East, a distance of 98.47 feet; thence South 79°18'44" East, a distance of 202.12 feet; thence North 10°41'16" East, a distance of 111.00 feet; thence South 79°18'44" East, a distance of 100.00 feet; thence North 10°41'16" East, a distance of 82.90 feet to the beginning of a curve to the left and tangent to the last described course; thence along said curve to the left having a radius of 522.78 feet, an arc distance of 136.63 feet; thence south 73°38'58" East, a distance of 177.43 feet; thence North 84°50'48" East, a distance of 86.34 feet; thence North 62°49'14" East, a distance of 145.04 feet; thence North 76°18'46" East, a distance of 105.15 feet to a point on the Easterly line of an easement as described in Book 506 at Page 84; thence South 31°41'18" East along said Easterly line, a distance of 247.80 feet; thence South 87°01'29" East, a distance of 55.49 feet; thence South 02°58'31" West, a distance of 120.59 feet to the beginning of a curve to the right and tangent to the last described course; thence along said curve to the right, having a radius of 275.00 feet, an arc distance of 25.82 feet; thence South 82°13'45" East, a distance of 50.00 feet to a point on said Easterly line of said Easement; thence South 31°41'18" East along said Easterly line, a distance of 27.20 feet; thence South 87°01'29" East, a distance of 108.02 feet to a point on the East line of said Government Lot 2 of the Southwest 1/4; thence North 03°29'54" East, along said East line of said Government Lot 2, a distance of 1459.71 feet to the Northeast corner of said Government Lot 2 of the Southwest 1/4, said point being on the Southerly line of Block 6, DEAN-CO DEVELOPMENT PARK, as recorded in Book 11 at Page 29; thence North 86°34'23" West along the North line of said Government Lot 2 of the Southwest 1/4 and the South line of said Block 6, a distance of 1631.16 feet to the Point of Beginning.

The above described tract contains, 49.40 acres, more or less and subject to all easements, restrictions, reservations, covenants and right of ways, recorded or unrecorded, if any.

235  
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999



LEGAL DESCRIPTION

LEGAL DESCRIPTION (top right)

LEGAL DESCRIPTION

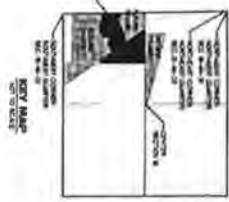
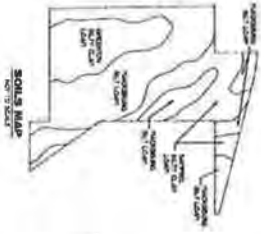
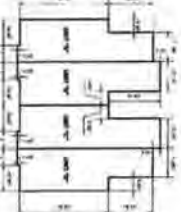
LEGAL DESCRIPTION (middle right)



TYP. MULTI-FAMILY CLUSTER UNITS



TYP. MULTI-FAMILY QUADPLEX UNITS



LEGEND

- LEGEND symbols and descriptions

NOTES

- NOTES 1-14 detailing project specifications

PRELIMINARY PLAT

THE TRADITIONS

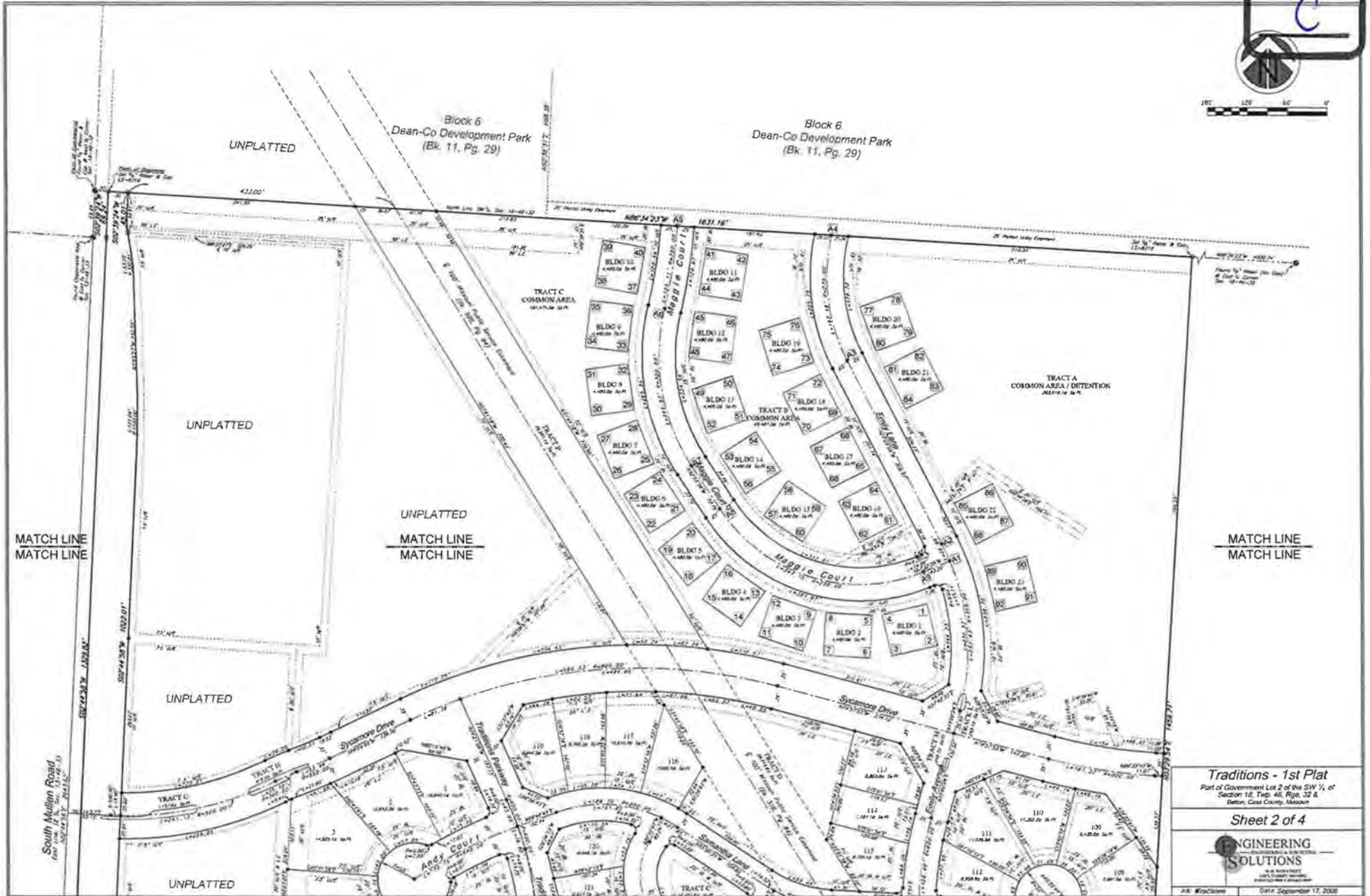
NORTHEAST CORNER OF MULLEN & CAMBRIDGE ROADS
BELTON, MISSOURI

PRELIMINARY
NOT FOR
CONSTRUCTION









Traditions - 1st Plat  
Part of Government Lot 2 of the SW 1/4 of  
Section 18, Twp. 46, Rge. 32 &  
Benton, Cass County, Missouri

Sheet 2 of 4



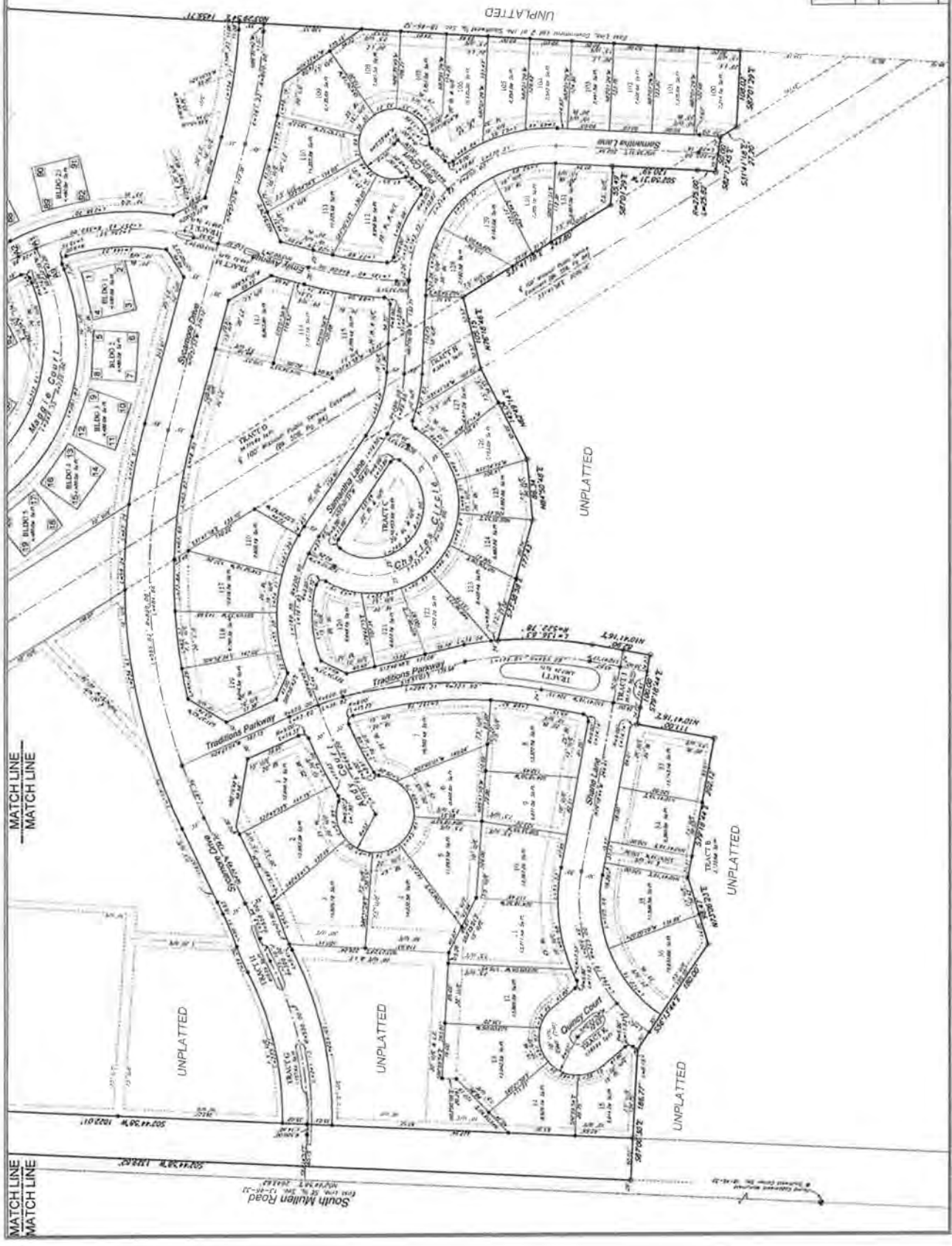
**EXHIBIT**  
MATCH LINE  
MATCH LINE

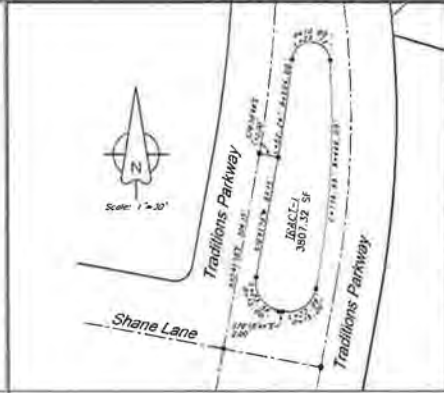
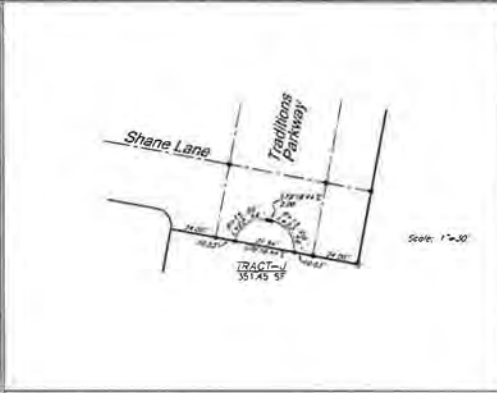
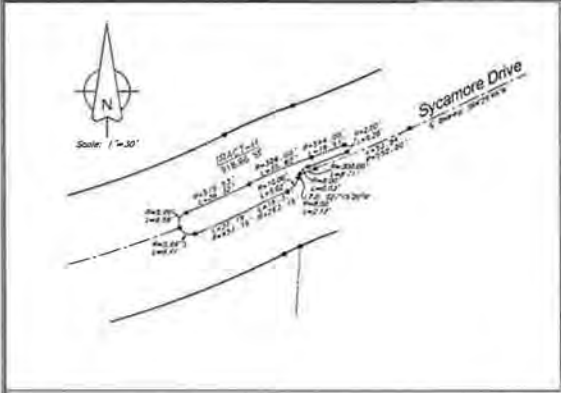
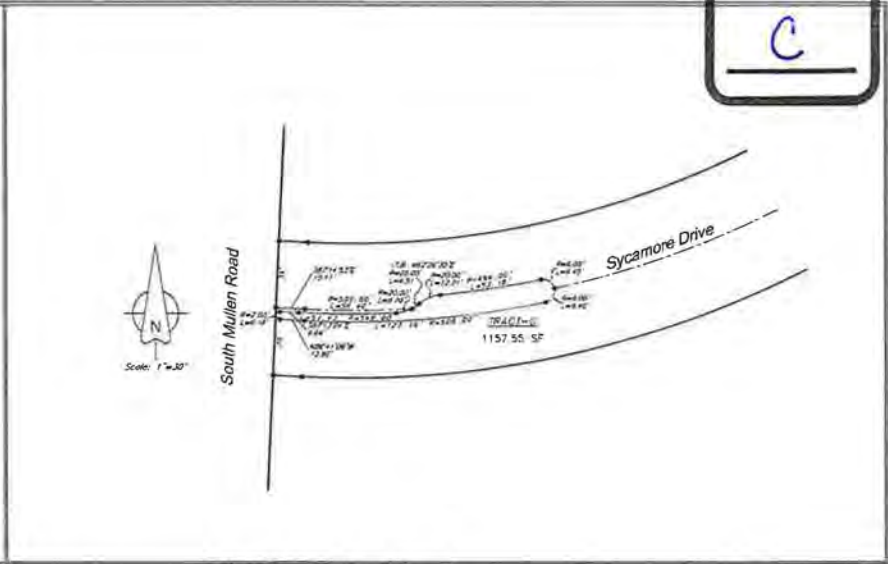
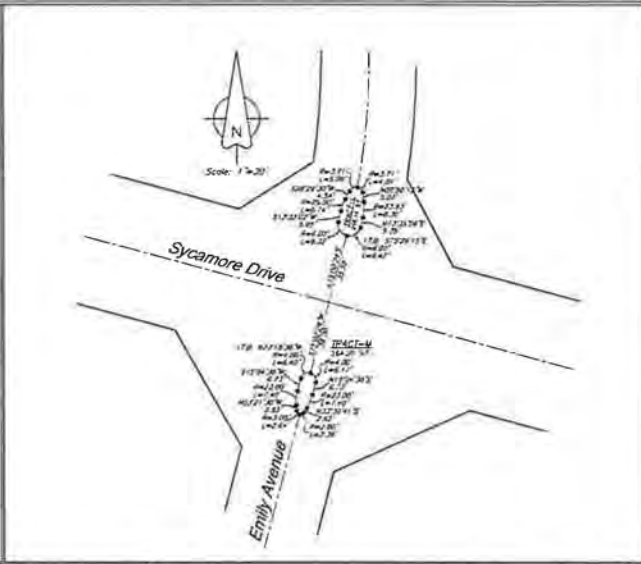
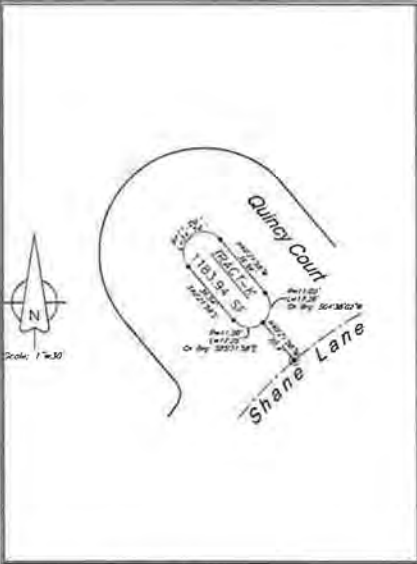
**Traditions - 1st Plat**  
Part of Government Lot 2 of the SW 1/4 of  
Section 18, Twp. 46, Rge. 32 &  
Blair, Clay County, Missouri

Sheet 3 of 4

**ENGINEERING  
SOLUTIONS**

1515 S. Highway 17, 2008





Traditions - 1st Plat  
Part of Government Lot 2 of the SW 1/4 of  
Section 18, Twp. 46, Rge. 32 &  
Benton, Cass County, Missouri

Sheet 4 of 4



**SECTION VII**  
**K**



**BILL NO. 2016-72**

**ORDINANCE NO. 2016-**

AN ORDINANCE APPROVING THE DEVELOPMENT AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND DEVELOPER SALLEE REAL ESTATE INVESTMENTS, LLC REGARDING THE FIRST PHASE OF THE TRADITIONS SUBDIVISION FOR REPAIRING, REPLACING AND MAINTAINING CERTAIN PUBLIC INFRASTRUCTURE, INSTALLING CERTAIN TEMPORARY STORM WATER FACILITIES AND DEFINING CERTAIN RESTRICTIONS IN THE DEVELOPMENT.

---

**WHEREAS**, the City of Belton and Sallee Real Estate Investment, LLC, (hereinafter "Developer"), have identified certain improvements and upgrades necessary to the existing infrastructure that was installed almost ten years ago by a previous developer; and

**WHEREAS**, Developer has agreed to perform significant repairs and replacements to meet city standards in the existing infrastructure including roadways, water and sewer lines, sidewalks and emergency turnarounds, as the development is built out with residential structures; and

**WHEREAS**, Developer has agreed to enhance the sidewalk and trail system with widened walkways and connections leading to other pedestrian walkways; and

**WHEREAS**, Developer has also agreed to install a temporary storm water basin in the first phase and comply with current storm water and erosion control standards to protect the public infrastructure and downstream properties; and

**WHEREAS**, Developer has also agreed to maintain the common areas to city standards and establish a homeowners association to continue the maintenance obligations; and

**WHEREAS**, this Agreement sets forth a parking restriction in the multi-family sections of the subdivision to one side of the street only; and

**WHEREAS**, the Developer desires to build quality residential homes in a subdivision that is liveable, safe and maintainable for well into the future and the City Council believes this Agreement will encourage this type of quality development.

**NOW, THEREFORE, BE IT ORDAINED BY THE CIT COUNCIL OF THE CITY OF BELTON, MISSOURI,**

**Section 1.** That the City Council hereby authorizes and approves the Development and Maintenance Agreement, herein attached and incorporated as Exhibit A to this ordinance.

**Section 2.** That the Mayor is authorized to sign the agreement on behalf of the City of Belton.

**Section 3.** That this ordinance shall be recorded along with the Traditions Final Plat – 1<sup>st</sup> run with the land and be an obligation upon the developer and future homeowner’s association.

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

**Section 5.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: June 14, 2016

READ FOR THE SECOND TIME AND PASSED:

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

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

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

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and 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:

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

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

**DEVELOPMENT AND MAINTENANCE AGREEMENT**  
**(Traditions – 1<sup>st</sup> Plat)**

This DEVELOPMENT AND MAINTENANCE AGREEMENT (this “**Agreement**”) is made and entered into as of the \_\_\_\_ day of June, 2016 by and between THE CITY OF BELTON, MISSOURI (the “**City**”) and SALLEE REAL ESTATE INVESTMENTS, LLC (“**Developer**”).

WHEREAS, Developer expects to become the owner of certain real property consisting of approximately 49.4 acres located at Sycamore Drive and South Mullen Road, Belton, Missouri, and as more particularly described on Exhibit A, attached hereto (the “**Property**”); and

WHEREAS, on January 9, 2006, the City’s Planning Commission approved a preliminary plat with respect to the Property upon application of a prior owner/developer of the Property (the “**Preliminary Plat**”), which approval of the Preliminary Plat has now expired. A copy of the Preliminary Plat is attached hereto as Exhibit B; and

WHEREAS, the Preliminary Plat provided for a mixed-use project to be called the Traditions and contained a single-family area, a multi-family area and some commercial lots along South Mullen Road (the “**Project**”); and

WHEREAS, the prior owner/developer proceeded to install certain public infrastructure for the first phase of the Project, but such public infrastructure has not yet been accepted by the City and the prior owner/developer has since abandoned the Project; and

WHEREAS, the City has inspected such public infrastructure and created a “punch list” of various repairs and other tasks that must be completed (the “**Punch List**”); and

WHEREAS, Developer has filed an application with the City for approval of a final plat of the first phase of the Project under the name Traditions – 1<sup>st</sup> Plat (the “**1<sup>st</sup> Plat**”). A copy of such proposed final plat is attached hereto as Exhibit C; and

WHEREAS, the parties are entering into this Agreement to set forth their understanding and agreement with respect to the completion of the Punch List for public infrastructure for the first phase of the Project and certain aspects of future phases of the Project;

NOW THEREFORE, the City and Developer, in consideration of the terms, covenants and conditions herein set forth, hereby agree as follows:

Section 1. Acceptance of Existing Public Infrastructure – Punch List. Attached hereto as Exhibit D is the Punch List of repairs and other items that the City requires be completed as part of the acceptance of the public infrastructure that has already been installed for the first phase of the Project. The Punch List has been divided into three (3) stages of priorities and completion dates in order to make completion thereof more feasible to the Developer and to allow the Developer to commence construction of residences in the Project before completion thereof. Developer agrees to complete the Punch List items in accordance with the schedule set forth on Exhibit D.

Section 2. Maintenance Bond. Developer will be required to provide a two year maintenance bond for those specific items of the Punch List listed on Exhibit E attached hereto.

Section 3. Formation of the Homes Association. Prior to the issuance by the City of any certificates of occupancy for the Project, the Developer will duly organize and incorporate a non-profit corporation under the laws of Missouri to serve as the homes association for the Project (the "**Association**").

Section 4. 1<sup>st</sup> Plat Common Areas. The Developer agrees to complete the installation of the common areas, sod, seeding and landscaping as shown on the 1<sup>st</sup> Plat by the end of the calendar year 2016.

Section 5. Maintenance of All Common Areas and Amenities. Except as otherwise specified below as being a City obligation, all common areas and amenities in the Project shall be maintained exclusively by the Developer and/or the Association in perpetuity upon appropriate inspections and approvals from the City once constructed. Maintenance obligations are as follows:

(a) City will maintain concrete curb around street islands and along the edge of the public streets; all areas inside the curb line of the street islands are private and to be maintained by the Developer and/or the Association; and

(b) All common or open areas outside of public right-of-way are private and to be maintained by the Developer and/or the Association per City code or in some other manner approved by the City (e.g., special grooming practices for native vegetation or beautification) and as provided in Section 6 below; and

(c) All parking lots, swimming pools and landscaped common areas in the Project are private and to be maintained by the Developer and/or the Association.

(d) Once the Association becomes financially self-sufficient, only the Association will be obligated to maintain the common areas and the Developer will have no further maintenance obligations with respect thereto.

Section 6. On-Site Stormwater Management System and BMP Facilities.

(a) The Developer or the Association shall, at all times, adequately maintain the "private" Storm Water Management System and the BMP Facilities as approved for the development in the plans approved or to be approved by the City. The facilities to be maintained shall include all pipes and channels built to convey storm water to the BMP Facilities, as well as all structures, improvements and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as maintained in good working condition so that the Storm Water Management System and the BMP Facilities: 1) fully and completely perform and function as designed; 2) do not adversely affect other elements of the overall stormwater system; 3) comply with the approved plans and specifications, Belton Municipal Code, Belton Unified Development Code and any and all other applicable regulations. Stormwater pipes marked on the approved plans and specifications as "private" are to be maintained by the Developer



and/or the Association. Stormwater pipes which are marked on the approved plans and specifications as "public" are not the responsibility of the Developer; however, the Developer shall take no action to cause damage or adversely affect the public systems and, furthermore, Developer or the Association shall continue to maintain the "private" facilities so as not to adversely affect the "public" facilities.

(b) Annual Inspections. The Developer or the Association shall retain a licensed Professional Engineer in the State of Missouri to inspect the Stormwater Management System and the BMP Facilities and submit an inspection report to the City's Public Works Director annually. The purpose of the inspection is to ensure safe and proper functioning of the facilities. The inspection shall cover all "private" components of the Stormwater Management System and the BMP Facility including but not limited to berms, outlet structure, retention/detention and pond areas, access roads, etc. Deficiencies shall be noted in the inspection report together with Developer's or Association's plan and timeline to remedy any such deficiencies.

(c) City Authorized to Enter Property. The Developer hereby grants its consent to the City to enter upon the Property, from time to time, and to inspect the Stormwater Management System and the BMP Facilities whenever the City deems necessary. The purpose of inspection is to follow up on reported deficiencies, to verify the annual reports submitted by Developer/Association and/or to respond to citizen concerns or possible nuisance conditions. The City shall provide the Developer or the Association with copies of the inspection findings and a directive to commence with repairs if necessary.

(d) Maintenance Schedule. The Developer or the Association will perform the work necessary to keep the Stormwater Management System and the BMP Facilities in good working order as appropriate (e.g., trash and silt removal). In the event a maintenance schedule for the "private" Stormwater Management System and the BMP Facilities (including sediment and debris removal) is outlined on the approved plans and specifications, or as part of this Agreement, the schedule will be followed. In addition to the actions outlined on the maintenance schedule, the Developer or the Association shall take further action in order to keep the "private" Stormwater Management System and the BMP Facilities in good working order. Developer acknowledges that following an agreed upon maintenance schedule, alone, will not relieve the Developer or the Association of any responsibility to take further actions to ensure proper operation and maintenance of the "private" Stormwater Management System and the BMP Facilities.

(e) The Stormwater Infrastructure marked on the approved plans and specifications as "private" shall remain private in perpetuity.

(f) Once the Association becomes financially self-sufficient, only the Association will be obligated to maintain the "private" Storm Water Management System and BMP Facilities and the Developer will have no further maintenance obligations with respect thereto.



Section 7. Emergency Safety Turnarounds. The Developer shall install temporary gravel emergency vehicle turnarounds at the current termination points of the following streets in the 1<sup>st</sup> Plat prior to the issuance of any certificate of occupancy for any residences in the Property:

- (a) North end of Maggie Court.
- (b) North end of Emily Lane.
- (c) South end of Samantha Lane.

To the extent that any of these streets have not been extended past the current termination point by June 30, 2020, the Developer will cause such temporary turnaround gravel areas to be asphalted. All of such temporary turnarounds shall comply with the International Fire Code as adopted by the City.

Section 8. Sidewalks and Trail Connections. Developer shall install sidewalks on each lot along the residential streets prior to the issuance of a certificate of occupancy for the residence on the lot, with the following exceptions:

(a) The existing sidewalk along the south side of Sycamore Drive in the 1<sup>st</sup> Plat shall be widened to be an eight (8) feet wide concrete sidewalk to serve as part of the City's trail system.

(b) The sidewalks along Traditions Drive in the 1<sup>st</sup> Plat shall be installed after building permits have been issued for 80% of the following lots in the 1<sup>st</sup> Plat: 1, 2, 6-9, 33, 34, 117-124. The sidewalk along the west side of Traditions Drive shall be an eight (8) feet wide concrete sidewalk in order to serve as part of the City's trail system.

(c) The sidewalks along the streets in the 1<sup>st</sup> Plat near building 1-24 of the multi-family area shall be installed after 80% of the building permits for those buildings have been issued.

(d) With respect to the 1<sup>st</sup> Plat, to the extent any of the sidewalks have not been installed by June 30, 2020, the Developer will cause the sidewalks to be installed.

Section 9. Temporary Detention Basin. Developer shall install a temporary detention basin per Exhibit E and Exhibit F at the southwest portion of the Property. This temporary detention basin will serve in two capacities: 1) as a sediment basin and Best Management Practice for land disturbance activities during construction, and 2) as a post-construction flood control facility to mitigate additional impervious surface created by this development. As a post-construction flood control facility, this detention basin is designed only to mitigate those single family residential lots identified in the Traditions 1<sup>st</sup> Plat as Lots 1-15 and Lots 33-36.

The temporary basin shall be installed by the Developer prior to any land disturbance activities on the Property, including but not limited to clearing, grubbing, excavating and/or grading. The Developer shall install a Faircloth Skimmer, or equivalent as approved by the City Engineer, to mitigate sediment discharges to downstream receiving waters. The skimmer shall be

removed when the upstream lots become fully vegetated to allow the basin to function as a post-construction flood control facility.

The Faircloth Skimmer serves as an additional level of protection for downstream receiving waters during land disturbance activities. Standard erosion control measures such as silt fence are required for individual lots per the City's Unified Development Code.

The temporary basin may be removed when the permanent basin is installed by Developer south of the temporary basin.

Section 10. On-Street Parking. Vehicle parking along the streets in the multi-family area shall be restricted to one-side parking only. The City shall determine which side of each street that vehicle parking will be allowed.

Section 11. Future Phases. In connection with the development of future phases of the Project, including unplatted lots along Mullen Road, Developer shall comply with the Belton Municipal Code and Unified Development Code.

Section 12. No Agency or Partnership. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the City and Developer, nor between the City and the Association and any officer, employee, contractor or representative of Developer. No joint employment is intended or created by this Agreement for any purpose. Developer agrees to so inform the Association and its employees, agents, contractors and subcontractors who are involved in the implementation of or construction and maintenance under this Agreement.

Section 13. Failure to Maintain. In the event the Developer, the Association, its successors and/or assigns, fails to maintain the common areas and amenities within the Property in good working condition, the City will notify Developer and/or the Association and its successors and/or assigns, of deficiencies by letter and according to applicable City, State or Federal laws at the time of the violation.

Section 14. Indemnification. Developer agrees to indemnify, defend, and hold harmless the City, its respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, to the extent arising out of the gross negligence or willful misconduct of Developer, its employees, agents, officers, contractors or subcontractors, or Developer's failure to perform its obligations under this Agreement. Such indemnification, hold harmless and defense obligation shall exclude liability arising out of acts, omissions, or the negligence or willful misconduct of the City. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

Section 15. Governing Law. This Agreement shall be construed under the laws of the state of Missouri.

Section 16. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matters herein.

Section 17. Notices. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows:

CITY:

City of Belton  
Attn: City Manager  
506 Main Street  
Belton, MO 64012

*with a copy to:*

City of Belton  
Attn: City Attorney  
506 Main Street  
Belton, MO 64012

DEVELOPER:

Sallee Real Estate Investments, LLC  
Attn: Randall W. Sallee  
3730 NE Troon Drive  
Lee's Summit, MO 64064

Section 18. Counterparts. This Agreement may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively one agreement.

Section 19. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 20. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement shall be held invalid, illegal or unenforceable, the remainder shall remain in full force and effect, and such invalid, illegal or unenforceable provision shall be reformed by such court so as to give maximum legal effect to the intention of the parties as expressed therein.

Section 21. Effective. This Agreement shall become effective and binding on the parties if and only if on or before July 31, 2016 (i) Developer acquires title to the Property, and (ii) the City officially approves for recording the final plat attached hereto as Exhibit C.

Section 22. Recording. Once this Agreement becomes effective, it shall be recorded among the land records of Cass County, Missouri by the Developer and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interest, including the Association. This Agreement shall be recorded contemporaneously with the recording of the final plat.

Section 23. Amendments. This Agreement shall not be amended or modified in any way without the prior written approval of the City and the Developer and that approval must be indicated on the face of any subsequently recorded document amending or modifying this Agreement.

*[Remainder of page left blank intentionally. Signature page follows.]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered.

CITY:

CITY OF BELTON, MISSOURI

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

ATTEST:

By: \_\_\_\_\_  
Name: Patti Ledford  
Title: City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Megan McGuire, City Attorney

STATE OF MISSOURI    )  
                                  ) ss.  
COUNTY OF CASS     )

BE IT REMEMBERED, that on this \_\_\_\_ day of June, 2016, before me the undersigned, a Notary Public in and for the County and State aforesaid, came **Jeff Davis**, the Mayor, **Patti Ledford**, City Clerk, and **Megan McGuire**, the City Attorney, respectively, for the CITY OF BELTON, MISSOURI, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who are personally known to me to be the same persons who executed, as such officials, the within instrument on behalf of and with the authority of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public in and for said County and State

[SEAL]

Print Name: \_\_\_\_\_



**DEVELOPER:**

SALLEE REAL ESTATE  
INVESTMENTS, LLC

By: \_\_\_\_\_  
Name: Randall W. Sallee  
Title: Member

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

On this \_\_\_\_ day of June, 2016, before me, a Notary Public, appeared **Randall W. Sallee**, to me personally known, who, being by me duly sworn did say that he is a Member of SALLEE REAL ESTATE INVESTMENTS, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company by authorization of its members, and said Randall W. Sallee acknowledged said instrument to be the free act and deed of said limited liability company.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public in and for said County and  
State

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

Print Name: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF ENTIRE PROPERTY**

**Tract 1:**

Lot 1 of the Southwest Quarter of Section 18, and that part of the West half of the Southeast Quarter of Section 18, Township 46, Range 32, in the City of Belton, Cass County, Missouri, described as being that part of said Lot 1 lying Southwest of the Northeast edge of the 100 feet Missouri Public Service Company Electric Line Easements as recorded in Book 506 at Page 84, in the office of Recorder of Deeds, Cass County, Missouri.

**Tract 2:**

That part of Lot 2 of the Southwest Quarter of Section 18, Township 46, Range 32, in the City of Belton, Cass County, Missouri, described as beginning at the Northwest corner of Lot 2 thereof and running thence South 88 degrees 49 minutes 50 seconds East, 1651.23 feet to the Northeast corner of said Lot 2; thence South 1 degrees 15 minutes 45 seconds West, along the East line of Lot 2, aforesaid, 2346.90 feet; thence North 88 degrees 26 minutes 00 seconds West, 1620.53 feet to a point on the West line of Lot 2; thence North 0 degrees 30 minutes 30 seconds East, 2335.82 feet to the Point of Beginning, EXCEPT that part in the right-of-way of Mullen Road.

All of Block 5 and Block 6, DEAN-CO DEVELOPMENT PARK, a subdivision in Belton, Cass County, Missouri, according to the recorded plat thereof, filed in Plat Book 11 at Page 29, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

That part of Block 6, conveyed in Book 2218 at page 132, described as follows: Beginning at the Southwest corner of Block 6, aforesaid, said point being on the South line of the Northwest Quarter of said Section 18, run thence North 89 degrees 49 minutes 03 seconds East along the South line thereof, 231.71 feet; thence North 00 degrees 54 minutes 49 seconds West, 608.17 feet to a point on the North line of said Block 6; thence following said North line on a curve to the left having a radius of 1860.22 feet, a chord bearing of South 87 degrees 00 minutes 18 seconds West, an arc distance of 300.52 feet; thence following the Westerly boundary lines of said Block 6 on the following described courses: South 00 degrees 54 minutes 49 seconds East, 73.89 feet; thence South 89 degrees 05 minutes 11 seconds West 150.00 feet; thence South 00 degrees 54 minutes 49 seconds East 201.67 feet; thence North 89 degrees 05 minutes 11 seconds East 41.00 feet; thence South 00 degrees 54 minutes 49 seconds East 60.00 feet; thence South 35 degrees 20 minutes 02 seconds East, 313.67 feet to the Point of Beginning, together with the East 41 feet of the North half of the vacated portion of 175th Street adjoining the previously described tract of land, as vacated by ordinance No. 2002-2910, a copy of which is recorded in Book 2165 at Page 40.

**EXHIBIT B**  
**PRELIMINARY PLAT**



EXHIBIT C

TRADITIONS - 1<sup>ST</sup> PLAT



# Final Plat Traditions - 1st Plat Part of Government Lot 2 of the SW 1/4 of Section 18, Twp. 46, Rge. 32 & Belton, Cass County, Missouri



**LEGEND**

- 1. Existing Survey
- 2. Boundary of this Plat
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**Lot Numbers | Building Types**

OPTIONAL: ERECTION OF STRUCTURE

OPTIONAL: CONSTRUCTION OF CONCRETE FOUNDATION

**LEGEND**

1. Existing Survey

2. Boundary of this Plat

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**COMPARATIVE SURVEY**

**Sheet 1 of 1**

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**NOTICE OF CONSTRUCTION**

Part of Government Lot 2 of the SW 1/4 of Section 18, Twp. 46, Rge. 32 & Belton, Cass County, Missouri.

The undersigned, Notary Public, do hereby certify that the above plat was filed for record in my office on this 2nd day of February, A.D. 2024, and that the same is a true and correct copy of the original plat as filed for record in my office, and that the same is subject to the provisions of the Revised Statutes of Missouri, in relation to the construction of buildings on the land described in the above plat.

Notary Public for the State of Missouri.

My commission expires on the 31st day of \_\_\_\_\_, 2024.

**STATE OF MISSOURI**

Notary Public for the State of Missouri.

My commission expires on the 31st day of \_\_\_\_\_, 2024.

**DEED CERTIFICATION:**

The undersigned, Notary Public, do hereby certify that the above plat was filed for record in my office on this 2nd day of February, A.D. 2024, and that the same is a true and correct copy of the original plat as filed for record in my office, and that the same is subject to the provisions of the Revised Statutes of Missouri, in relation to the construction of buildings on the land described in the above plat.

Notary Public for the State of Missouri.

My commission expires on the 31st day of \_\_\_\_\_, 2024.

**EXEMPTIONS:**

The undersigned, Notary Public, do hereby certify that the above plat was filed for record in my office on this 2nd day of February, A.D. 2024, and that the same is a true and correct copy of the original plat as filed for record in my office, and that the same is subject to the provisions of the Revised Statutes of Missouri, in relation to the construction of buildings on the land described in the above plat.

Notary Public for the State of Missouri.

My commission expires on the 31st day of \_\_\_\_\_, 2024.

**PLAT CERTIFICATION:**

The undersigned, Notary Public, do hereby certify that the above plat was filed for record in my office on this 2nd day of February, A.D. 2024, and that the same is a true and correct copy of the original plat as filed for record in my office, and that the same is subject to the provisions of the Revised Statutes of Missouri, in relation to the construction of buildings on the land described in the above plat.

Notary Public for the State of Missouri.

My commission expires on the 31st day of \_\_\_\_\_, 2024.

**NOTARY CERTIFICATION:**

The undersigned, Notary Public, do hereby certify that the above plat was filed for record in my office on this 2nd day of February, A.D. 2024, and that the same is a true and correct copy of the original plat as filed for record in my office, and that the same is subject to the provisions of the Revised Statutes of Missouri, in relation to the construction of buildings on the land described in the above plat.

Notary Public for the State of Missouri.

My commission expires on the 31st day of \_\_\_\_\_, 2024.

**TESTIMONY WITNESS:**

The undersigned, Notary Public, do hereby certify that the above plat was filed for record in my office on this 2nd day of February, A.D. 2024, and that the same is a true and correct copy of the original plat as filed for record in my office, and that the same is subject to the provisions of the Revised Statutes of Missouri, in relation to the construction of buildings on the land described in the above plat.

Notary Public for the State of Missouri.

My commission expires on the 31st day of \_\_\_\_\_, 2024.

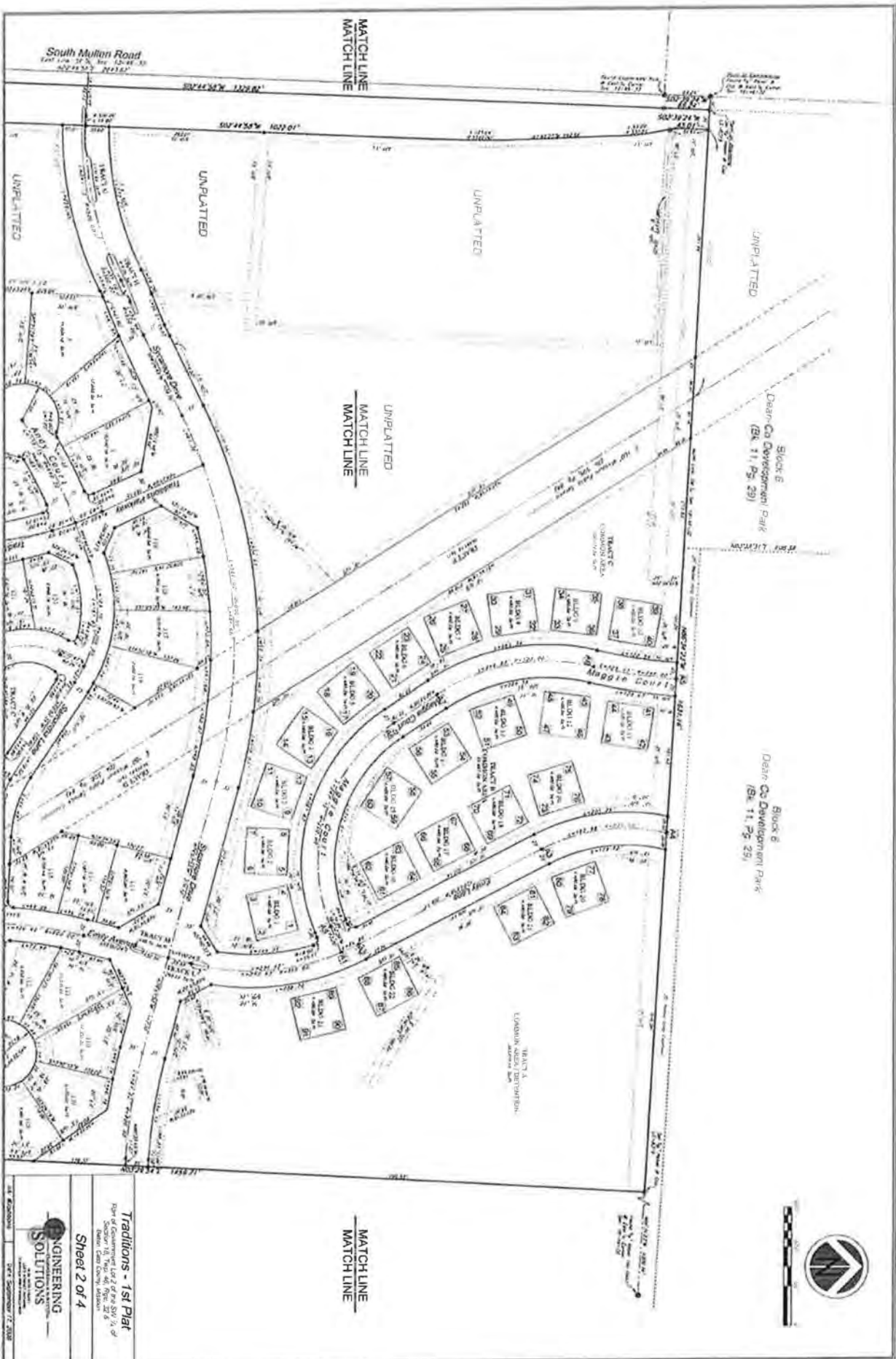
**Traditions - 1st Plat**

Part of Government Lot 2 of the SW 1/4 of  
Section 18, Twp. 46, Rge. 32 &  
Belton, Cass County, Missouri

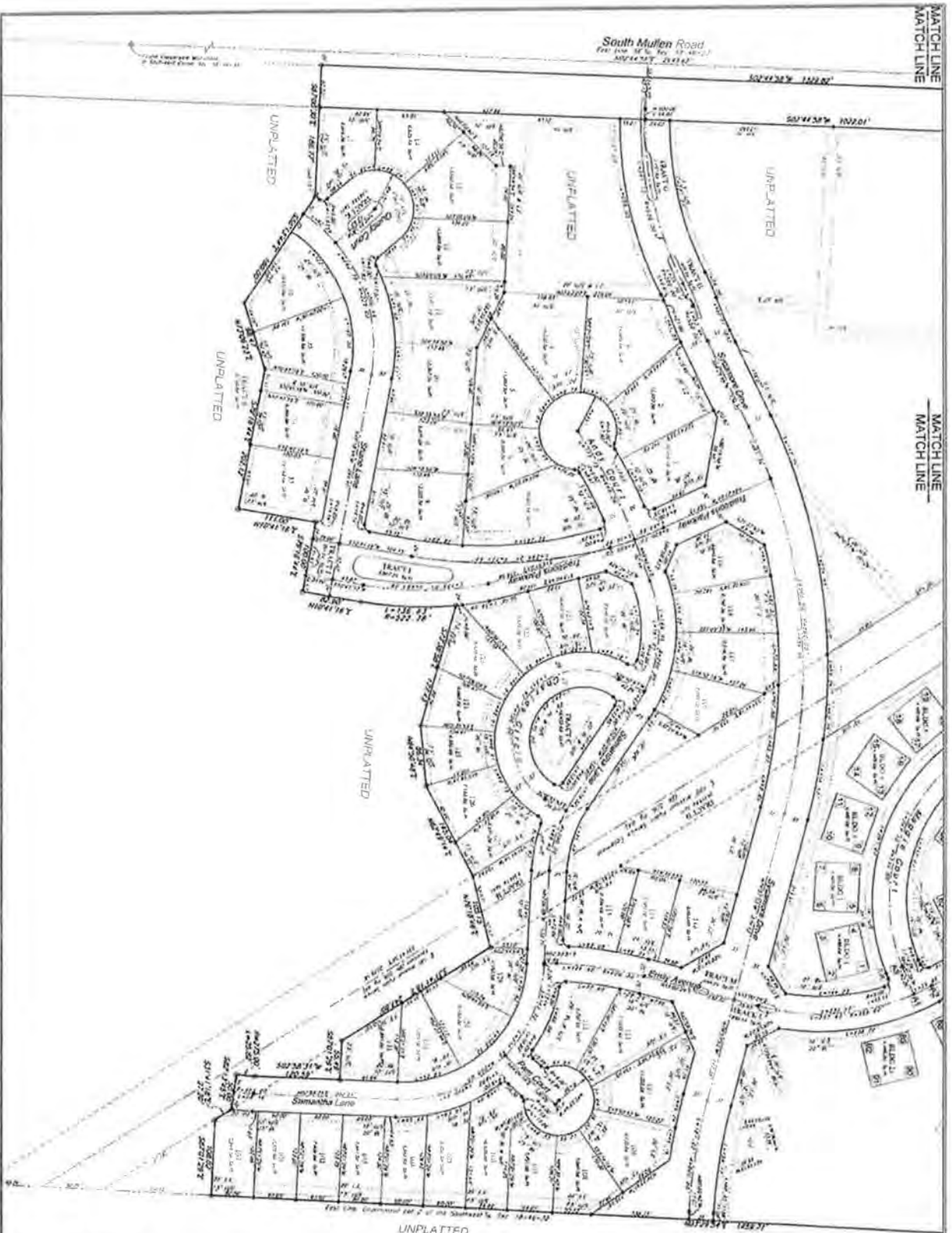
**Sheet 1 of 4**

**ENGINEERING**  
**SOLUTIONS**

1500 S. HIGHWAY 101  
CASSVILLE, MISSOURI 64422  
PH: (417) 455-1010  
WWW.ENGINEERING-SOLUTIONS.COM



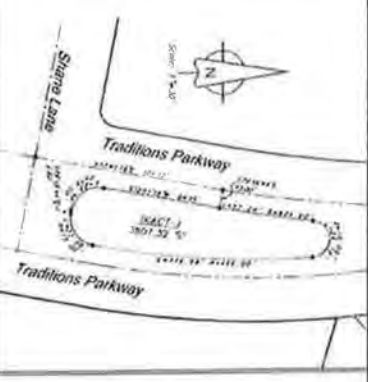
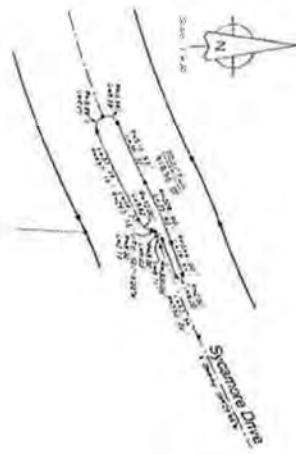
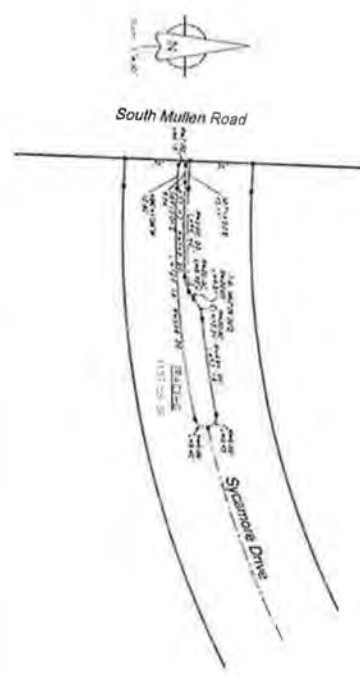
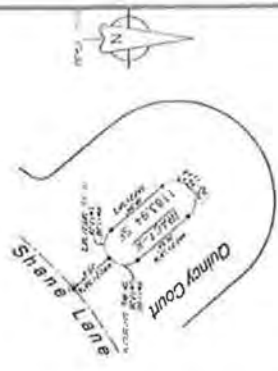
**Traditions - 1st Plat**  
 Part of Government Lot 2 of the SW 1/4 of  
 Section 16, Twp. 46, Rge. 22 E  
 Sheet 2 of 4  
**ENGINEERING SOLUTIONS**  
 1475 S. GARDNER  
 SUITE 200  
 DENVER, CO 80202



10' = 1" SCALE  
 2007-2008  
**ENGINEERING SOLUTIONS**  
 1000 N. 10th St., Suite 100  
 Lincoln, NE 68502  
 (402) 441-1111  
 www.esolutions.com

**Traditions - 1st Plat**  
 Part of Government Lot 3 of the SW 1/4 of Section 10, Township 13N, Range 10W, Nebraska  
 Sheet 3 of 4





**Traditions - 1st Plat**  
 Part of Quorum Lot 2 of the SW 1/4 of  
 Section 10, Twp. 26 N, R. 27 E,  
 Range 1, East of the 9th Meridian,  
 State of North Dakota.

**ENGINEERING SOLUTIONS**  
 1401 1st Avenue N  
 Grand Forks, ND 58201  
 701.775.1111  
 www.esignsolutions.com

SHEET 4 OF 4  
 DATE: JAN 2, 2018

**PUNCH LIST**



**CITY OF BELTON-ANNEX**  
Engineering Division  
520 Main Street  
Belton, MO 64012  
816-331-4331  
Fax: 816-331-6973

May 12, 2016

RE: The Traditions 1<sup>st</sup> Plat

**FINAL ACCEPTANCE ITEMS FOR THE PUBLIC IMPROVEMENTS**

Priority I – to be completed by Developer on or before any Final Certificate of Occupancies will be issued by City – single family or multi-family

**General**

1. At this time the entire site is vegetated. Any areas disturbed during future construction or the completion of this punch list must have adequate sediment and erosion controls installed prior to removal of any vegetation.

**Water line**

1. Water line 10, Station 11+65; repair or replace the three valve cluster as needed so all valves work properly and are at finish grade. Install fill around the valve boxes as needed. Insure a locator wire is visible at the top of all valve boxes.
2. Water line 10, Station 7+44; Raise the fire hydrant valve box to finish grade. Repair or replace if needed.
3. Water line 10, Station 3+72; Repair or replace the fire hydrant valve box. Insure the locator wire is visible at the top of the valve box. Install fill around the valve box as needed.
4. Main line valve along Sycamore Drive where water line 10 connects to water line 1: install a city approved valve box at finish grade insuring a locator wire is visible at the top of the box.
5. Water line 2, Station 2+51; Install a new top on the valve box insuring the top is 2 inches higher than the curb. Install fill around the valve box.
6. Water line 2, Station 17+64; Repair the locator wire and install the wire under the lid.
7. Water line 7, Station 6+22; turn the fire hydrant to square with the street. Install fill around the fire hydrant and valve box.
8. The water to this subdivision has been turned off for two years. The water lines in this subdivision will have to be flushed, chlorinated, de-chlorinated and passing health samples obtained prior to the water being turned back on permanently. Water samples will be taken from every dead end or every 1500 feet. All samples shall be taken from a construction tap within 10 feet of the end of the line. All costs associated testing shall be the responsibility of Developer.



### Sanitary Sewer

1. Manhole 5-3: Remove and replace the broken casting.
2. Manhole 4-2: Remove all trash and debris from the invert.
3. Manhole 2-12: Remove all grout from the invert and benches of the manhole.
4. Manholes 1-0, 1-1 and 1-2: Remove and replace the casting and lid. Manhole 1-1 appears to be buried from farming activity and needs to be exposed.
5. Manhole 1-0: Replace or rehabilitate the manhole with a substance that is resistant to Hydrogen Sulfide
6. Segment from Manhole 2-1 to 2-2: Segment needs to be televised; water was observed in this line (infiltration/inflow). Segment may need to be lined or have point repairs completed.
7. Manhole 8-2 and manhole 4-4: Replace frames
8. Manhole 5-4: Center and seal manhole ring and frame

### Streets and Sidewalks

1. Remove all silt, gravel and debris from the streets
2. Install all street signs and type 3 barricades per approved plans
3. Replace existing ADA ramps on Sycamore. Discuss additional sidewalk phasing.
4. Repair dip in road on Maggie Court. See page 4 for discussion.
5. Remove weeds in curb/gutter throughout development.
6. Take all precautions to protect curb during construction (all phases). Seal, repair or replace curb that has existing issues and that are created after each lot is built

### Priority II – to be completed by Developer on or before June 30, 2017

#### Storm Sewers

1. Install steps as needed in the following curb inlets; A-9, A-11, A-12, A-13, B-6, B-8, C-1, C-2, C-4, C-9, C-11, D-4, D-8, D-9, D-10.
2. Grout all weep holes in all curb inlets and field inlets.
3. Clean out the inverts and remove all gutter protection from in all curb inlets and field inlets.
4. Junction box D-5: replace the broken casting on the structure. Install fill to flush with the top of the casting.
5. Curb inlet D-2; remove silt from the top of the structure.
6. Curb inlet B-5; remove cracked grout from the throat and re-grout the area.
7. Curb inlet B-6; remove cracked grout from the throat and re-grout the area.
8. Field inlet A-8; re-grade around the inlet removing all silt from in front of all openings on the inlet. Grout the lift holes on the top of the structure. Re-establish vegetation around the structure.
9. Junction Box A-7; remove all concrete from the steps
10. Build detention basin A per approved plans
11. Remove all trees and vegetation from the rip-rap below the outfall pipe from detention pond B-1.
12. Have engineer supply a letter stating that the entire project (Phase 1), including all of the detention basins are graded and installed per approved plan.
13. Notes from recent inspection
  - a. Line A-12 to A-13: Needs to be cleaned of rock and debris
  - b. Could not find A-7 – verify field location

- c. Manhole A-8 : lid needs to be reset
- d. A-4 was never installed and pipe ends where junction box/field inlet should be

Priority III – to be completed by Developer on or before December 31, 2017

Streets and Sidewalks

1. Repair all areas of sidewalk along both sides of Sycamore Avenue that are marked with paint. City will provide Developer with photographs showing these current paint markings.
2. Repair the settlements in the streets in the following locations and seal any joints in the asphalt where a repair is made:
  - a. Water line crossing Sycamore Drive at Traditions Parkway.
  - b. On Sycamore Drive between storm structure B-5 and B-6.
  - c. On Sycamore Drive between storm structure B-4 and B-9.
  - d. Power line crossing Emily Ave. between lot 112 and lot 114.
  - e. On Samantha Ave. between curb inlet C-5 and C-4.
  - f. Settlement in Samantha Ave. at the entrance to Pam Court.
  - g. Water line crossing Samantha Ave. between lot 117 and lot 120.
  - h. Low area at the west entrance to Charles Circle off of Samantha Avenue.
  - i. Power line crossing Charles Circle between Tract – C and lot 126.
  - j. Power line crossing Traditions Parkway between Lot 1 and lot 119.
  - k. Water line crossing Traditions Parkway at Samantha Ave. / Andy Court.
  - l. Power line crossing 150 feet south of the north end of Emily Avenue.
  - m. Power line crossing Traditions Parkway between Samantha lane and Shane lane.
3. Repair or replace the curb in the following locations. The areas are marked with orange paint. The City will provide Developer with photographs showing these current paint markings.
  - a. At curb inlet A-6.
  - b. Along lot 8.
  - c. The north end of the island in Traditions Parkway.
  - d. Along lot 104.
  - e. Along lot 126.
  - f. The island in Emily Ave. north of Sycamore Drive.
  - g. Just north of curb inlet D-8.
  - h. The west end of the first island in Sycamore Drive east of Mullen Road.
  - i. Both sides of the commercial entrance north off of Sycamore Drive.
  - j. Forty feet east of curb inlet B-5 on Sycamore Drive.
4. Remove all weeds and undesirable vegetation from all islands in the streets.
5. Grade the ends of Samantha Lane and Shane Lane to drain.
6. Install fill where grade is low between the curb and sidewalk along Sycamore Drive.
7. Fill and seal all cracks in the public streets and between the asphalt and the curb.
8. The public streets are raveling and weathering. Slurry seal all streets.

**EXHIBIT E**

**ITEMS FOR MAINTENANCE BOND**



**CITY OF BELTON-ANNEX**  
**Engineering Division**  
520 Main Street  
Belton, MO 64012  
816-331-4331  
Fax: 816-331-6973

May 5, 2016  
RE: The Traditions 1<sup>st</sup> Plat

### **Items to be covered by maintenance bond**

#### **Water line**

- Water line 10, Station 11+65; repair or replace the valve boxes at the three valve cluster as needed so all valves work properly and are at finish grade. Install fill around the valve boxes as needed. Insure a locator wire is visible at the top of all valve boxes.
- Water line 10, Station 3+72; Repair or replace the fire hydrant valve box. Insure the locator wire is visible at the top of the valve box. Install fill around the valve box as needed.
- Main line valve along Sycamore Drive where water line 10 connects to water line 1: install a city approved valve box at finish grade insuring a locator wire is visible at the top of the box.

#### **Sanitary Sewer**

- Manhole 5-3: Remove and replace the broken casting.
- Manholes 1-0, 1-1 and 1-2: Remove and replace the casting and lid. Manhole 1-1 appears to be buried from farming activity and needs to be exposed.
- Manhole 1-0: Replace or rehabilitate the manhole with a substance that is resistant to Hydrogen Sulfide
- Manhole 8-2 and manhole 4-4: Replace frames
- Manhole 5-4: Center and seal manhole ring and frame

#### **Streets and Sidewalks**

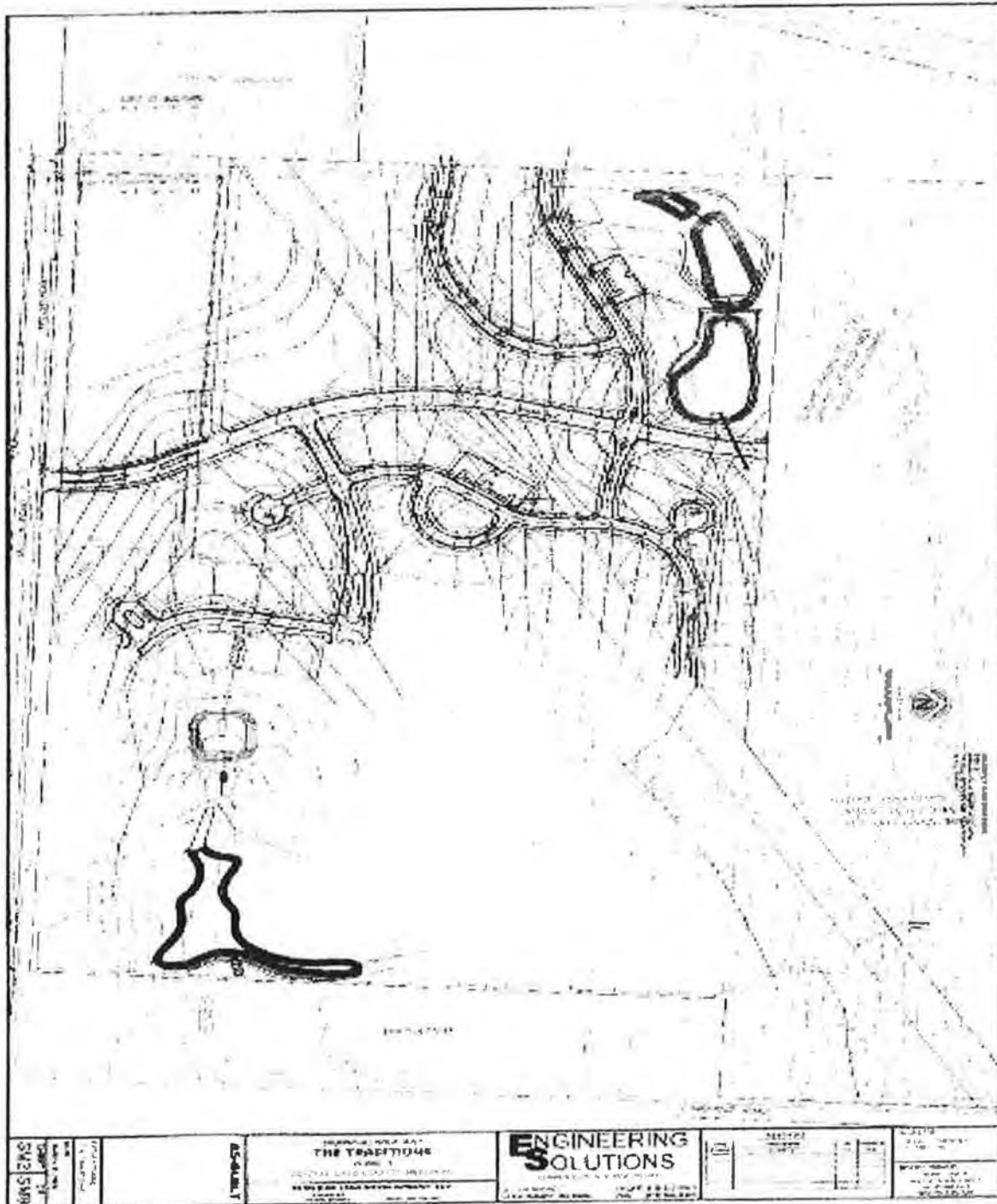
- Install all street signs and type 3 barricades per approved plans
- Replace existing ADA ramps on Sycamore.
- Repair all areas of sidewalk along both sides of Sycamore Ave. that are marked with paint.
- Repair or replace the curb in the following locations. The areas are marked with orange paint
  - At curb inlet A-6.
  - Along lot 8.
  - The north end of the island in Traditions Parkway.
  - Along lot 104.
  - Along lot 126.
  - The island in Emily Ave. north of Sycamore Drive.
  - Just north of curb inlet D-8.
  - The west end of the first island in Sycamore Drive east of Mullen Road.
  - Both sides of the commercial entrance north off of Sycamore Drive.
  - Forty feet east of curb inlet B-5 on Sycamore Drive.

#### **Storm Sewers**

- Junction box D-5: replace the broken casting on the structure. Install fill to flush with the top of the casting.
- Manhole A-8: lid needs to be reset

**EXHIBIT F**

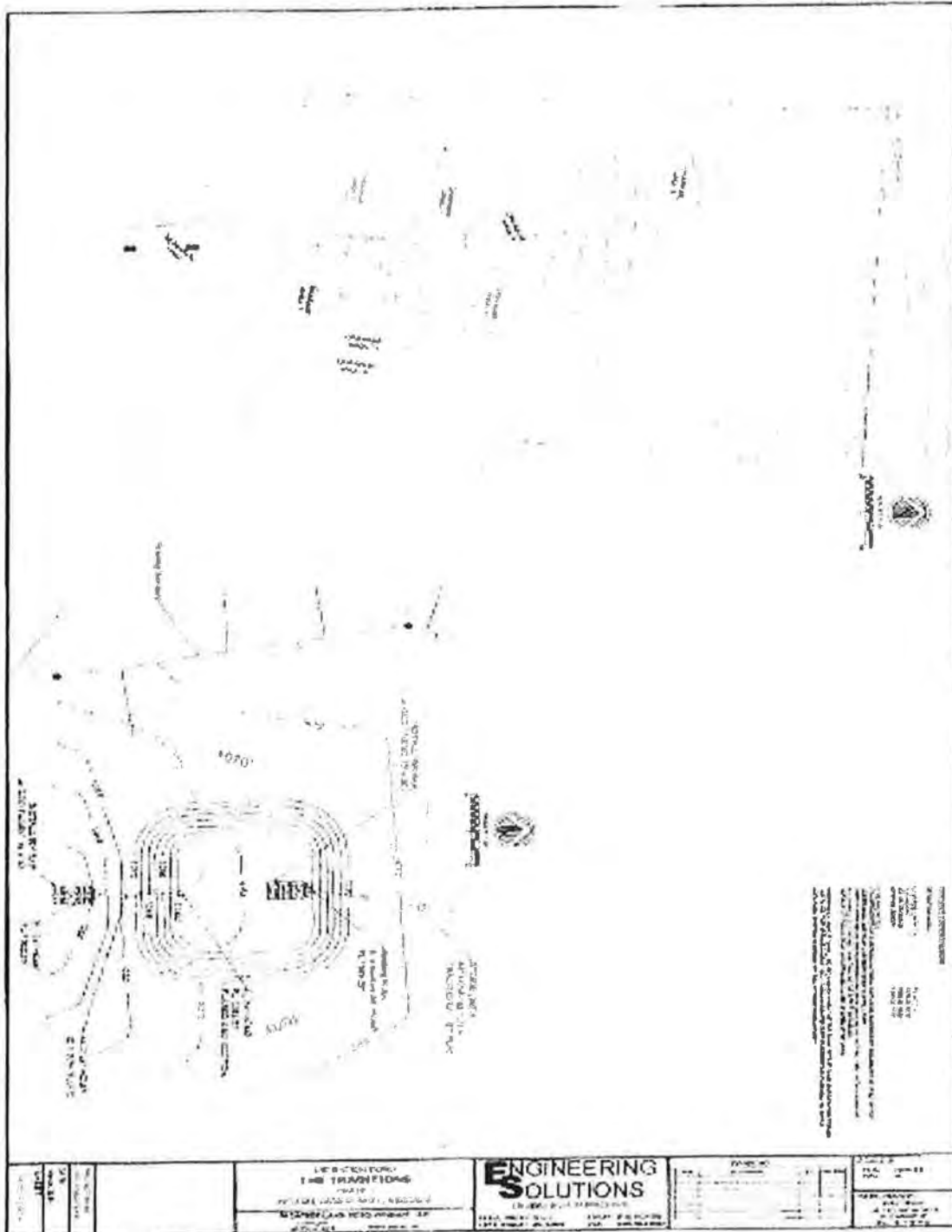
**LOCATION OF TEMPORARY BASIN**



DATE: 04/25/09	AS-BUILT	THE TRADITIONS 14000 S. 140TH ST. MAYNARD, MN 55359	<b>ENGINEERING SOLUTIONS</b> CORPORATION 14000 S. 140TH ST. MAYNARD, MN 55359	SHEET NO. 1 OF 1	DATE: 04/25/09
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**DETAILS OF TEMPORARY BASIN**



**SECTION VII**  
**L**

**BILL NO. 2016-73**

**ORDINANCE NO. 2016-**

AN ORDINANCE AUTHORIZING THE CITY COUNCIL TO APPROVE A WATER SHUT-OFF AGREEMENT FOR NON-PAYMENT OF SEWER SERVICES BETWEEN THE CITIES OF BELTON AND RAYMORE, MISSOURI TO FACILITATE AND COORDINATE PROVIDING SANITARY SEWER TO PROPERTIES ADJACENT TO THE CITY OF BELTON.

---

**WHEREAS**, Article VI, Section 16 of the Missouri Constitution and RSMo Section 70.220 authorize cooperative agreements between municipalities; and

**WHEREAS**, RSMo Sections 393.015 and 393.016 authorizes a municipality supplying sewer service to contract for termination of water services to customers failing to pay their sewer bills; and

**WHEREAS**, Belton and Raymore desire to enter into this Agreement to efficiently and effectively provide sewer services through Belton's sanitary sewer system and utilize the water data collection and enforcement services of Raymore; and

**WHEREAS**, Belton provides sewer services to persons within its corporate limits for a fee and has capacity to provide sewer services to persons outside the corporate limits on a case-by-case basis to promote health, safety and general welfare of citizens of Belton and those person proximate to the city limits.

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

**SECTION 1.** That the Water Shut-Off Agreement for Non-payment of Sewer Services, herein attached and incorporated to this Ordinance as Exhibit A , is approved.

**SECTION 2.** This ordinance shall take effect and be in full force from and after its passage and approval by the City of Belton and the City of Raymore.

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

READ FOR THE FIRST TIME: June 14, 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

**AGENDA DATE:** June 14, 2016

**DIVISION:** Engineering

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

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

**ISSUE/RECOMMENDATION:**

Dan Berry at 16101 Kentucky Rd in Raymore, through his contractor Bill Bailey with Bailey Backhoe Service, contacted City staff in late 2015 to explore connecting the home to the City of Belton’s public sanitary sewer on the west side of Kentucky. The home is currently on a septic system and would need a substantial financial investment to maintain the septic system. It is more cost effective for this resident to connect to Belton’s sewer and will provide a permanent and healthy solution for this property and adjacent properties. There is not an available Raymore public sewer for this resident to make a sewer connection. The home is currently and will continue to be served by Raymore water.

Belton and Raymore staff have worked collaboratively to develop the attached Belton-Raymore Water Shut-off Agreement. The primary mechanism that the City of Belton will have in the future, should any issues arise by providing sewer service to this property (including non-payment of the sewer bill), is to turn off water service. Because water service is provided by Raymore, the two Cities need a contractual relationship to allow Belton the ability to coordinate with Raymore in shutting off this property’s water if needed.

This agreement will also be presented to Raymore City Council for their approval.

The sewer service line would be bored under Kentucky Rd for approximately 90 feet to the sewer on the west side of the road. The contractor will be required to obtain a Right-of-Way permit through Belton staff prior to beginning any construction activity in public right-of-way. The attached sketch details the proposed work. A sewer report and City standard detail for service connections to public sewer are also attached.

**PROPOSED CITY COUNCIL MOTION:**

Approve an ordinance to enter into the attached Belton-Raymore Water Shut-off Agreement.

**IMPACT/ANALYSIS:** This Agreement will be budget neutral for the City of Belton.

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

Approve the first reading of an ordinance to enter into the attached Belton-Raymore Water Shut-off Agreement at the June 14, 2016 regular City Council meeting.



**LIST OF REFERENCE DOCUMENTS ATTACHED:**

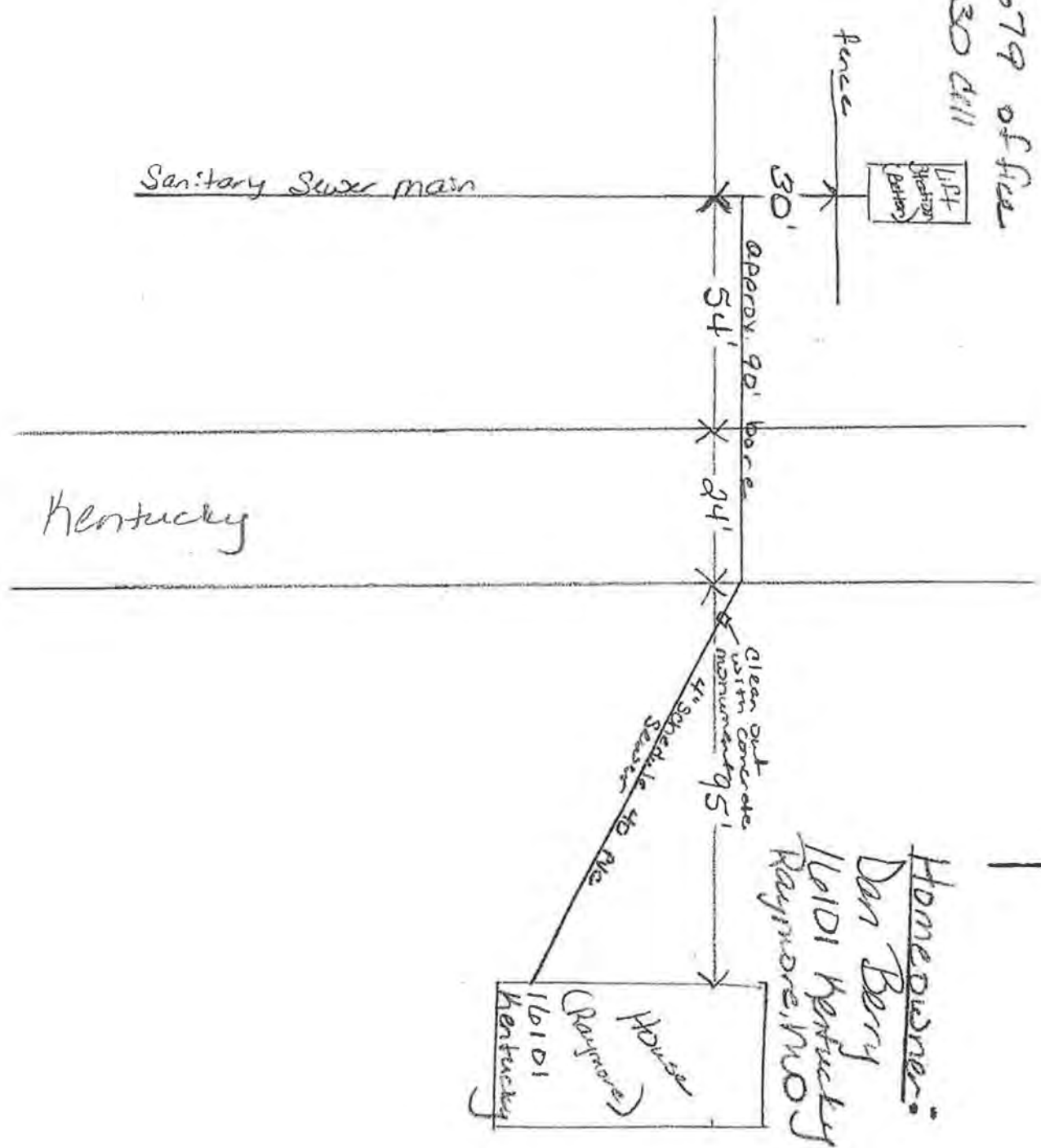
Ordinance

Exhibits

Sanitary sewer report from WebGIS

City standard detail

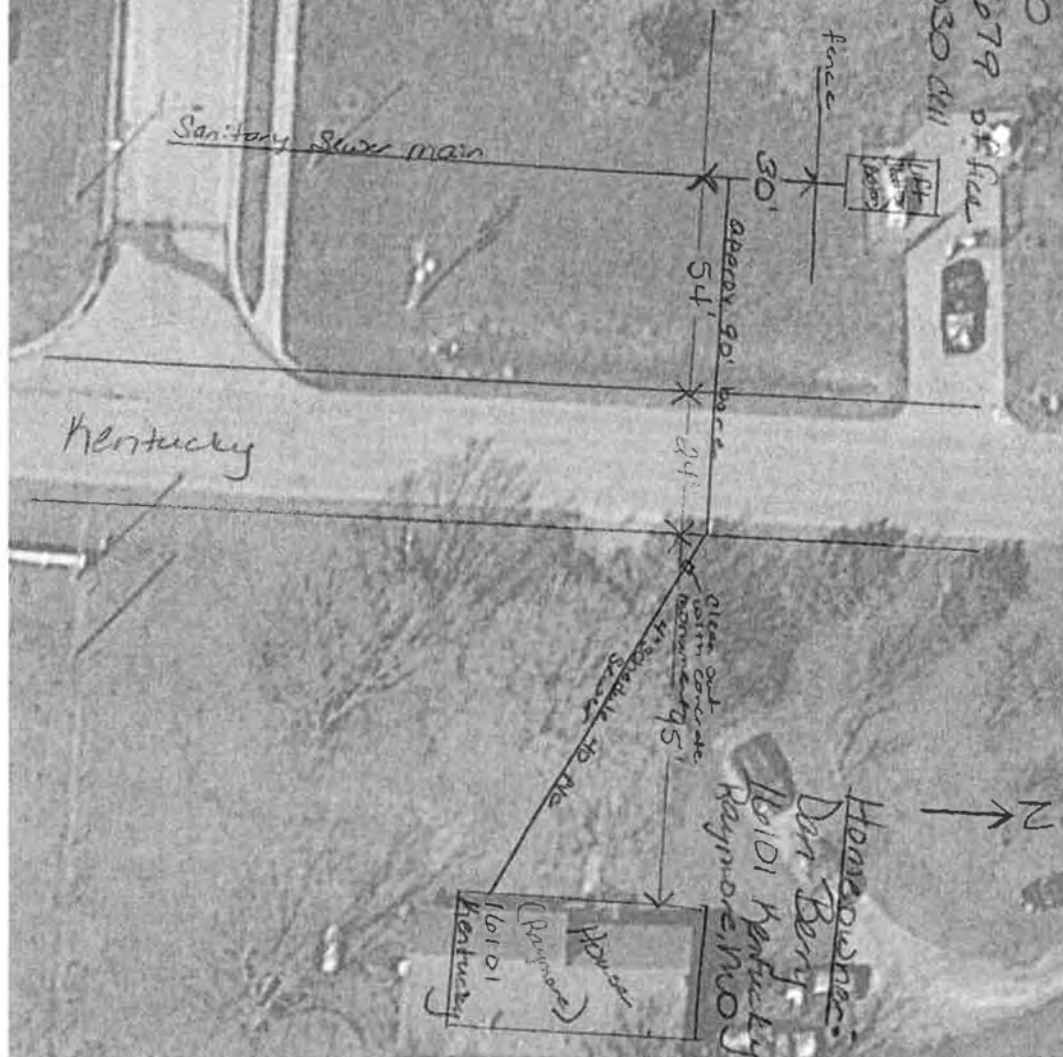
Bailey Badhoe  
Belton, MO  
(816) 418-3679 of file  
(816) 225-7030 4/11



Homeowner:  
Dan Berry  
16101 Kentucky  
Raymore, MO

Kentucky

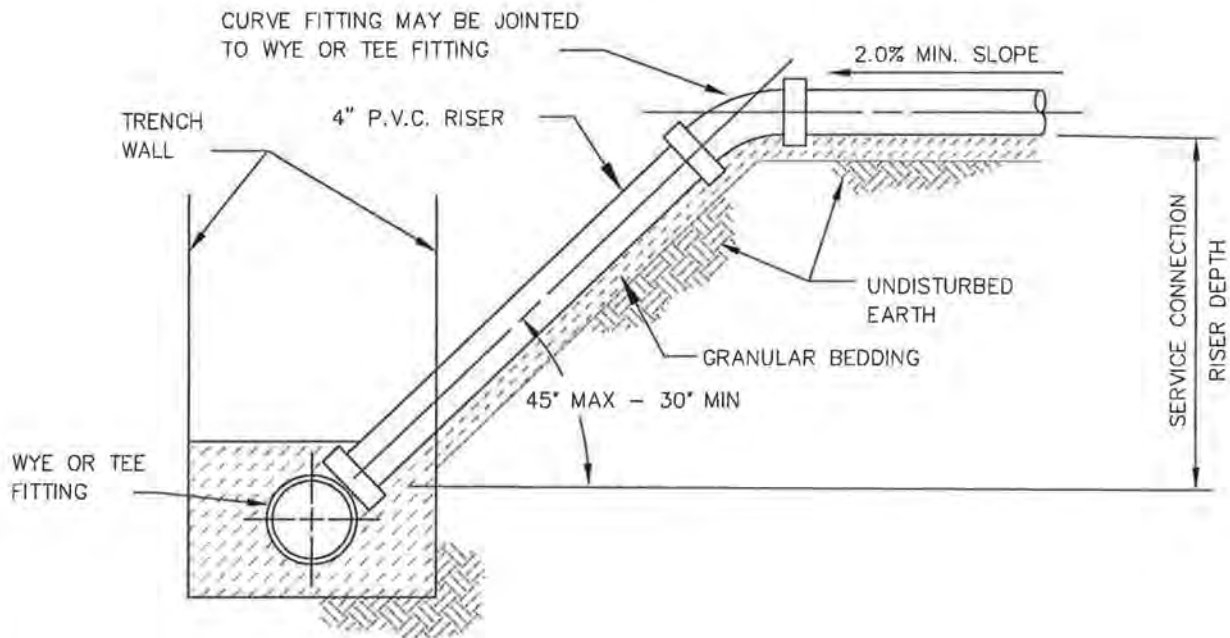
Bailey Badhoe  
Berth, MO  
(816) 618-3679 office  
(816) 225-7030 cell



Kentucky

Home Business:  
Dan Berry  
16101 Kentucky  
Raymore, MO

Home  
(Property)  
16101  
Kentucky



**SEWER SERVICE CONNECTION DETAIL**

**NOTES:**

1. SEWER CONNECTIONS REQUIRE PRIOR APPROVAL FROM THE CITY OF BELTON PUBLIC WORKS DEPARTMENT.
2. ALL SEWER CONNECTIONS SHALL USE INSERTA TEE BRAND CONNECTOR INSTALLED USING MANUFACTURERS SPECIFICATIONS OR APPROVED EQUAL.
3. CITY STAFF IN THE PUBLIC WORKS DEPARTMENT MUST BE ON SITE DURING CORING AND INSTALLATION OF THE SEWER CONNECTION. STAFF MUST BE NOTIFIED 24 HOURS IN ADVANCE.
4. WHEN MORE THAN ONE SERVICE CONNECTION IS NEEDED WITHIN A TWENTY FOOT SECTION OF SEWER MAIN, CONNECTIONS MUST BE SPACED A MINIMUM OF 2 FEET APART. NO CONNECTIONS ALLOWED WITHIN 2 FEET OF THE PIPE JOINT.

2015 Details



*City of  
BELTON  
Missouri*

**SANITARY SEWER SERVICE**

SCALE:	NO SCALE	06-12-15	NOTES.
DETAIL NO:	SAN-008	REV	
DATE:	03-16-15		



# Belton, MO



## Legend

- Sanitary Manhole
- Lift Station
- Pump Station
- Sanitary Air Release
- Sanitary Sewer**
- Private
- Public
- Watershed - Sewer
- Storm Inlet
- Storm Manhole
- Storm Outlet
- Storm Structure
- Storm Inlet Private
- Storm Outlet Private
- Storm Sewer Private
- Detention Basin - Private
- Detention Basin - Public
- Storm Outfall
- Storm Sewer
- Watershed - Storm
- Water Quality BMP**
- Stormceptor
- Water Quality BMP
- Street
- Parcel
- Subdivision

## Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
**THIS MAP IS NOT TO BE USED FOR NAVIGATION**



# Integrity™ Sewer Analyst

Upstream Manhole: 13B-MH055

Rim Elevation: 1,023.81 Ft

Downstream Manhole: 13B-LS001

Rim Elevation: 0.00 Ft

## Sewer Report

Slope (%): 0.31

Line Length: Length

Line Size: 8"

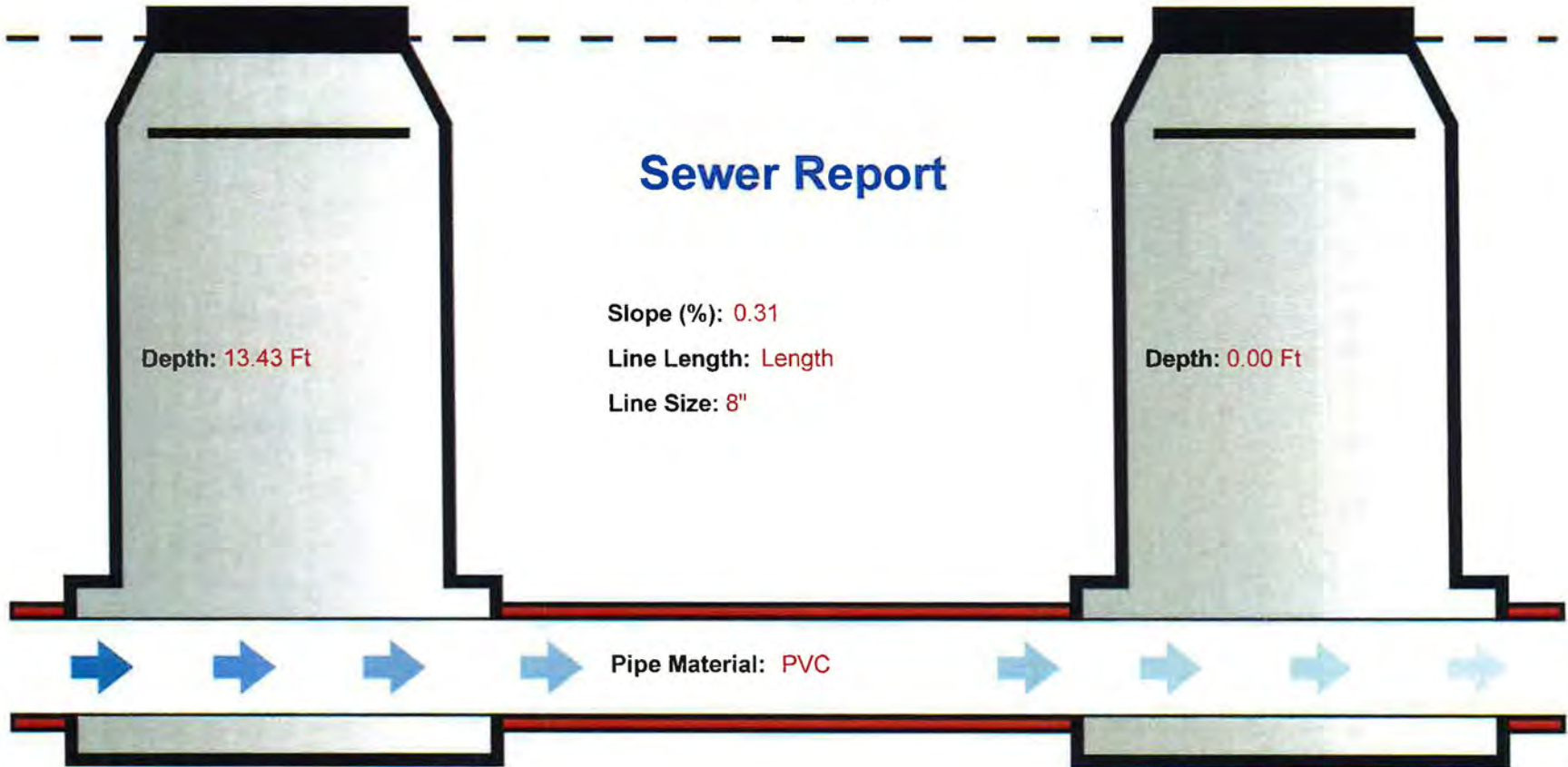
Depth: 13.43 Ft

Depth: 0.00 Ft

Pipe Material: PVC

Pipe Invert Elevation: 1,010.06 Ft

Pipe Invert Elevation: 1,009.65 Ft



**SECTION VII**  
**M**

**AN ORDINANCE APPROVING THE VACATION OF AN UNUSED UTILITY EASEMENT AT 234 PECULIAR DRIVE LOCATED IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.**

---

WHEREAS, it has come to the attention of the City staff that there is an unused utility easement at property located on 234 Peculiar Drive encumbering private property and creating a burden on its owners; and

WHEREAS, the unused utility easement is referenced in the legal description and sketch in Attachments A-1 and A-2 to this ordinance; and

WHEREAS, the property owner at 234 Peculiar Drive, Tract I-A of the Dean-Co Development Park on the northwest corner of Peculiar Drive and Cunningham Parkway, discovered a need for a lot line adjustment and the need for vacating the public utility easement through surveying on property adjacent to the lot; and

WHEREAS, the lot line adjustment, herein attached for reference as Attachment B, was approved administratively in October 2015; and

WHEREAS, the person or persons owning the property abutting such easements have no opposition to such vacation; and

WHEREAS, notifications were provided to private utility companies including The Laclede Gas Company, AT&T and KCP&L, and received no opposition to the referenced vacation; and

WHEREAS, there are no public nor private utilities known to the City to be located within the easement; and

WHEREAS, the private property owners have created a new utility easement between properties known as Texas Roadhouse and Hummingbird Enterprises intend to record the new utility easement with the Cass County Recorder of Deeds.

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

- SECTION 1. That the Council finds that no private rights will be unreasonably injured or endangered by this vacation and that the public will suffer no unreasonable loss or inconvenience thereby.
- SECTION 2. That the unused utility easement legally described in Attachment A-1 is hereby vacated.

SECTION 3. That appropriate city officials are hereby authorized to execute any and all documents necessary to effectuate this vacation and record with the Cass County Recorder of Deeds.

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

SECTION 5. That this ordinance shall be in full force and effect from and after its passage and approval.

READ FOR THE FIRST TIME: June 14, 2016

READ FOR THE SECOND TIME AND PASSED:

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

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

ATTEST:

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

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council on the \_\_\_ day of \_\_\_, 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

AGENDA DATE: June 14, 2016

DIVISION: Engineering

COUNCIL:  Regular Meeting     Work Session     Special Session

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

### ISSUE/RECOMMENDATION:

The property owner at 234 Peculiar Drive, Tract I-A of the Dean-Co Development Park on the northwest corner of Peculiar Drive and Cunningham Parkway discovered a need for a lot line adjustment and a vacation of a public utility easement through surveying on property adjacent to the lot. The lot line adjustment was approved administratively in October 2015.

The existing 7.5-foot utility easement was previously provided as standard practice at the interior of the west property line. There are no existing public utilities in this easement and, in fact, the west end of the building encroaches on this easement.

Section 36-113 of the City's Unified Development Code, *Vacating easements and rights-of-way*, states that easement vacation requires City Council approval and that the City Council may instruct the Planning Commission to hold a public hearing to consider vacations of easements and right-of-way. In this case, staff requests Council approve the easement vacation. A new 7.5' utility easement has been established on the adjusted lot line. In addition, a 7.5' utility easement is also provided on the adjacent tract, primarily for private utilities to serve Texas Roadhouse. Section 36-113 is provided as an attachment as well as the new 7.5' easement on Tract I-A.

### PROPOSED CITY COUNCIL MOTION:

Approve an ordinance approving the vacation of a utility easement described herein that is located in the City of Belton, Cass County, Missouri.

IMPACT/ANALYSIS: N/A

### STAFF RECOMMENDATION, ACTION, AND DATE:

Approve an ordinance approving the vacation of a utility easement described herein that is located in the City of Belton, Cass County, Missouri.

### LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance  
Legal Description  
Exhibit – Easement to be Vacated  
Exhibit – Lot Line Adjustment  
Section 36-113 of the UDC  
Photos



### **Attachment A-1 - Legal Description**

Vacation 7.5' Feet Utility Easement for Tract I of "Resurvey of Lot Two Block Four Dean Co Development Park":

A tract of land being a part of Tract I, Resurvey of Lot Two, Block Four, Dean - Co Development Park, a subdivision of land in the Northwest Quarter of Section 18, Township 46 North, Range 32 West, Belton, Cass County, Missouri, according to the recorded plat thereof, filed July 30, 1998 as Instrument No. 137436 in Book 15 at Page 54, more particularly described as follows: Commencing at the Northwest Corner of Tract I of said subdivision; thence South 26° 01' 22" East, along the West line of said Tract I, a distance of 7.52 feet, to the True Point of Beginning of the Easement to be Vacated; thence continuing South 26°01'22" East, along the West line of said tract I, a distance of 150.09 feet; thence on a curve to the left, with an initial tangent bearing of South 84°25'59" East, a radius of 335.85 feet, an arc distance of 7.52 feet; thence North 26° 01' 22" West, along a line 7.5 feet East of and parallel to the West line of said Tract I, a distance of 155.07 feet to a point on a line 7.5 South of and parallel the North line of said Tract I; thence South 60° 08' 39" West, along said line, a distance of 7.52 feet to the True Point of Beginning and containing 1,144.51 square feet or 0.03 acres, more or less.

# ATTACHMENT A-2

## EXHIBIT FOR VACATION 7.5' U/E

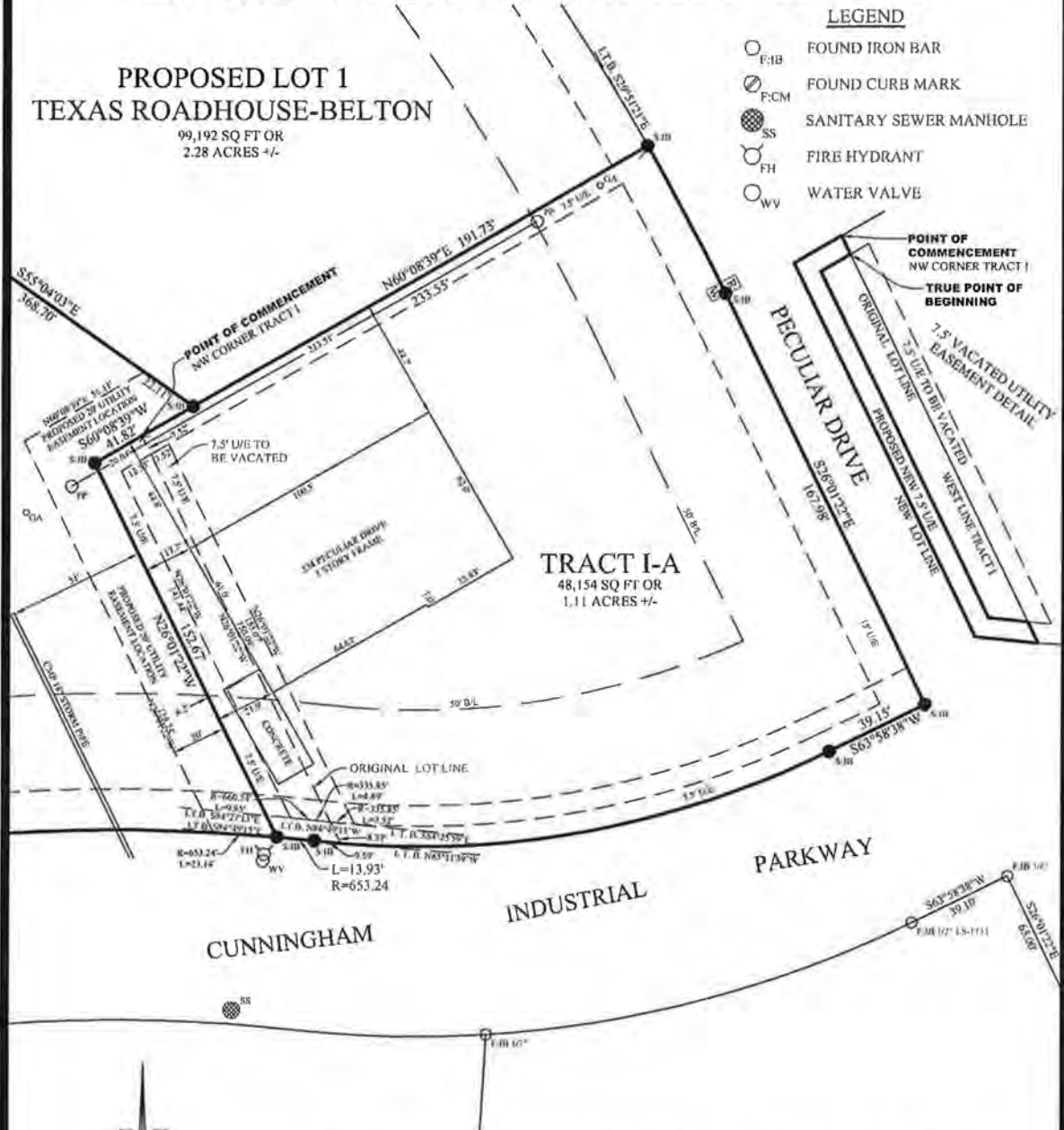
**PROPOSED LOT 1**  
**TEXAS ROADHOUSE-BELTON**

99,192 SQ FT OR  
 2.28 ACRES +/-

**TRACT I-A**  
 48,154 SQ FT OR  
 1.11 ACRES +/-

**LEGEND**

- F:IB FOUND IRON BAR
- F:CM FOUND CURB MARK
- SS SANITARY SEWER MANHOLE
- FH FIRE HYDRANT
- WV WATER VALVE



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SCALE: 1" = 40'

**BASIS OF BEARING**  
 ASSUMED NORTH FROM RECORDED  
 PLAT OF DEAN-CO DEVELOPMENT PARK

<b>HUFFMAN LAND SURVEYORS, LLC</b> P.O. Box 661 Raymore, MO 64083 Office: (816) 322-4544 Fax: (816) 331-4030 Email: huffman@swbell.net	DATE: SEPT 14, 2015	DRAWN BY: RJS	Projects\Cass\Belton\ Dean Co Tract II ALTA.dwg
	SCALE: 1" = 40'	CHECKED BY: MJH	Dean Co Tract II ALTA.dwg



Sec. 36-113. - Vacation.

- (a) Vacation of undeveloped subdivision. When no lots on a plat of subdivision have been sold, the subdivider may request the vacation of the plat prior to the time that the improvements covered by the bond are installed, and when such plat is vacated, all financial guarantees shall be returned to the subdivider.
- (b) Vacating easements and rights-of-way. Upon any request, the city council may instruct the planning commission to hold a public hearing to consider the vacation of any public easement or right-of-way. Such public hearing shall be duly advertised and all property owners abutting such easements or rights-of way and all utility agencies or companies using such easements shall be notified of such proposed vacation at least 14 days prior to the scheduled hearing. The city council, after receiving a recommendation from the planning commission, vacate such easements or rights-of-way; however, no easement may be vacated if any official protest is received from any utility which has lines contained within such easements.
- (c) Whenever any person, persons or entity's desire to have vacated any public squares, public parks, streets, avenues, alleys, or other highways, or any part thereof, such persons, persons or entity shall petition the city council, giving a distinct description of the property to be vacated, which petition shall be filed with the city clerk for delivery to the city council at their next regular meeting.

(UDC 2010, § 20.30; Ord. No. 2013-3892, § 2, 3-26-2013)



Photo 1. Facing north toward Rudroff Building – no utilities along existing easement to be vacated



Photo 2. Facing south along Rudroff Building – no utilities along existing easement to be vacated