



**CITY OF BELTON
CITY COUNCIL
REGULAR MEETING
TUESDAY, MAY 10, 2016 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

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

A. Sanitary Sewer Pretreatment UDC Text Amendment

A public hearing to receive public input concerning adoption of an industrial pretreatment ordinance to regulate industrial users in the Belton Treatment Facility area.

II. ADJOURN PUBLIC HEARING

III. CALL REGULAR MEETING TO ORDER

IV. PLEDGE OF ALLEGIANCE – COUNCILMAN PEEK

V. ROLL CALL

VI. CONSENT AGENDA

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

A. Motion approving the minutes of the April 19, 2016, City Council special meeting and April 26, 2016, City Council regular meeting.

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B. Motion approving Resolution R2016-20:

A RESOLUTION REAPPOINTING DENISE ELOSH AND PERRY GOUGH AND APPOINTING KEVIN MURPHY TO THE MUNICIPAL PARK BOARD.

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C. Motion to approve minor revisions to the CDM Smith on-call agreement which was approved March 22, 2016, by ordinance 2016-4184.

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- D. Motion to approve the purchase one new 14,000#, 4-post lift, with two rolling jacks from O'Reilly's Auto Parts in the amount of \$8,405.00 for the Transportation/Vehicle Maintenance Department.

This purchase is within budget

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VII. PERSONAL APPEARANCES

- A. PROCLAMATION FOR 2016 PEACE OFFICERS MEMORIAL DAY AND POLICE WEEK
- B. PROCLAMATION FOR 2016 NATIONAL PUBLIC WORKS WEEK
- C. Donald Walton, 314 N Cleveland Ave – condition of N Prospect Road.

VIII. ORDINANCES

- A. Motion approving final reading of Bill No. 2016-50:
AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2017 ADOPTED CITY BUDGET.

Paperwork previously distributed

Pass Fail

- B. Motion approving final reading of Bill No. 2016-51:
AN ORDINANCE APPROVING THE FINAL PLAT OF BELTON GATEWAY, ADDITION, UNIT 2, A SUBDIVISION IN THE CITY OF BELTON, CASS COUNTY, MISSOURI, SECTION 12, TOWNSHIP 46, RANGE 33, A 39.0-ACRE TRACT OF LAND, LOCATED WEST OF 163RD STREET AND NORTH OF TURNER ROAD, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.

Paperwork previously distributed

Pass Fail

- C. Motion approving final reading of Bill No. 2016-52:
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI APPROVING AND AUTHORIZING 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.

Paperwork previously distributed

Pass Fail

- D. Motion approving final reading of Bill No. 2016-53:
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE ABATEMENT ORDER ON CONSENT NO. 2016-WPCB-1348 WITH THE DEPARTMENT OF NATURAL RESOURCES REGARDING SANITARY SEWER OVERFLOWS ON SEPTEMBER 27, 2013 AND AUGUST 20, 2014.

Paperwork previously distributed

Pass Fail

- E. Motion approving first 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.

Page 39 Pass Fail

- F. Motion approving first 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 155TH 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.

Page 71 Pass Fail

- G. Motion approving first 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 FALL FESTIVAL IN BELTON, MISSOURI IN JUNE 2016.

Page 85 Pass Fail

- H. Motion approving first 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.

Page 95 Pass Fail

- I. Motion approving both readings of Bill No. 2016-58:
AN ORDINANCE EXTENDING AND AMENDING THE FARM LEASE AGREEMENT WITH DANNY CHEVALIER TO CONTINUE LEASING THE CITY PROPERTY ADJACENT TO MARKEY ROAD FOR PLANTING, CULTIVATING AND HARVESTING AGRICULTURAL CROPS.

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Pass Fail

- J. Motion approving first 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.

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Pass Fail

IX. RESOLUTIONS

X. CITY COUNCIL LIAISON REPORTS

XI. MAYOR'S COMMUNICATIONS

XII. CITY MANAGER'S REPORT

XIII. MOTIONS

- A. Motion approving renewal of Blue Cross & Blue Shield employee provided health insurance beginning July 1, 2016.

Attached are two options regarding the cost breakdown between the City and employee for renewal of the City's health insurance. Option 1 represents the way the budget was proposed and this is the same information that was presented at the work session. Option 2 is the recommended option and it establishes the Preferred Care Blue PPO plan as the base in order to determine the additional amount that the City would contribute toward health insurance. At the bottom of Option 2 is the additional cost to the various funds in order to implement this option.

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Pass Fail

XIV. OTHER BUSINESS

- XV. Motion to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1, and that the record be closed.

XVI. ADJOURN

SECTION VI
A

**MINUTES OF THE
BELTON CITY COUNCIL
SPECIAL MEETING
APRIL 19, 2016 CITY HALL ANNEX
520 MAIN STREET**

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

Mayor Davis led the Pledge of Allegiance.

Councilmembers present: Mayor Jeff Davis, Councilmen Jeff Fletcher, Gary Lathrop, Bob Newell, Lorrie Peek, Tim Savage, Chet Trutzel, and Dean VanWinkle; Absent: Councilman Scott Von Behren. Also present: Ron Trivitt, City Manager; Megan McGuire, City Attorney; and Patti Ledford, City Clerk.

Mayor Davis called the public hearing to receive input on the Second Amended and Restated Y-Belton Plaza Tax Increment Financing Redevelopment Plan.

The Second Amendment generally proposes the following changes to the Redevelopment Plan for the Redevelopment Area: adds additional property to the Redevelopment Area, revises the scope of development; revises the project costs; revises the reimbursable project costs and the method of financing such costs; revises the TIF revenue projections; and contains other revisions that are consistent with these items.

Brad Foster, Assistant City Manager, gave a quick overview of the project and then said he would turn it over to Charles Renner, Attorney for the developer David Christie. Mr. Renner will go into a lot more detail and provide more of the facts and conclusions behind their TIF application. The Y Belton TIF area is already partially constructed where Academy Sports and Hobby Lobby is which is the first phase of this project. With this amendment they are increasing the acreage and scope, extending it farther to the south. The original Y Belton Plan only went to the current Turner Road. The relocation of Turner Road is a right in right out onto 163rd street and relocates it to the south with signalization. We saw this as one of the major benefits of this TIF application from a public improvement stand point. The first amended estimated total redevelopment costs would be \$70,572,259, of that, \$10 million would be TIF reimbursable, which represented a 14.17% of TIF assistance. With the second amendment it goes from \$70 million to \$147 million total project costs, with a total of \$25,801,526 in TIF assistance, which represents a total amount of 17.56% in TIF reimbursement amount. With this TIF plan, it includes the 25% of PILOTS (payment in lieu of taxes) which will be rebated back to taxing jurisdictions. That was a policy change in 2006 from the school district. They continue to request 50% but we stayed with 25%.

The TIF Policy contained in our economic development policy states the TIF assistance to the project should generally not exceed 15% of total project costs, however, this threshold may be waived for circumstances where the developer:

- a. Has a proven track record in completing successful projects comparable in scope and scale;
- b. Documents the developers financial capacity to complete the proposed project;
- c. Demonstrates that tenant commitments are already in place for a significant portion of the proposed project;

- d. Documents evidence of substantial public benefit (ex: infrastructure), and other key components of the street master plan. The developer will talk about and provide the issues and why their request is above the 15%. It represent 17.56% which is a deviation from the policy but can be waived under certain circumstances and they will provide that detail.

Charles Renner, attorney for developer David Christie, said this is a public hearing and we are going to go through the details and overview of the TIF plan and touch on other components that relate to it and things we are already aware of. The TIF Commission recommended approval. We wanted to get a plan in front of you that makes sense. The staff requires a lot of due diligence; the developer is standing behind the project that you have a relationship with; the application before you is the Y Belton, LLC; with me is Matt Pennington and Mr. David Christie, Developer, who has long and strong relationship in Belton, bringing Academy Sports, which is a great gateway for that project. Mr. Renner gave a PowerPoint which outlined the Second Amended and Restated Y-Belton Tax Increment Financing Plan. The PowerPoint presentation showed:

- History of the Y-Belton TIF Plan
- Redevelopment Area
- Projects Under Existing Plan
- Proposed Plan Amendment
- Project 1
- Proposed Projects
- Site Plan
- Estimated Development Schedule
- Comparison to Existing Plan

Mr. Renner said the key in all of this is the actual project and the opportunities and growth push behind it. Mr. Christie will show the site plan and walk through where everything is.

David Christie, Developer, then addressed the Council. He said he is really excited about getting the project started and you all have entrusted me in bringing development to the area. We've done a good job and I enjoy developing in Belton; I have also acquired the vacant Price Chopper building and will start redevelopment of that as well. He went on to say he is really enthusiastic about bring forward the plan. We have 80,000 square feet of soft tenants and plan to come out of the ground with them and do site work this summer, opening in 2017. We have national tenants for the restaurant pads. It is truly exciting and you should be thrilled to be in driver's seat with all these retailers in the country excited about building and currently in Belton/Raymore there are not enough retailers here to meet the demands. He is excited about building Turner Road as it gives better flow to the area. We closed on the Crossroads Methodist church property. We had a contract with a hotel but they ended up buying property behind Walgreens in Belton as we couldn't agree on some specifics and they looked for another site. Currently, the only thing we don't have committed on Phase 1 on the project is the hotel site. We are working with Phase 2 and will initially start construction with about 100,000 square feet. We have three restaurants and will start site work in 30 days and be under construction and will have delivery dates for the restaurant pads later this summer. We are thrilled about the opportunity and will be happy to answer any questions.

Councilman Trutzel said the church asked him to inquire about access from Lot 1. Mr. Christie showed him on the site plan the access. Councilman Trutzel asked if they will be leaving the big steel power poles and they said they would be leaving them.

Mr. Renner then gave some details behind the plan referring them again to the PowerPoint Presentation which is attached and made an official part of the minutes. He went on to say that this does satisfy the “but for” analysis and he touched upon the revenue generation. He said this is a strong successful partnership. During the plan life, the taxing districts are expected to receive over \$40 million in new tax revenues from Project 2, 2-A and Project 3. It includes, among other new tax revenues, a portion of PILOTs, which will be declared surplus and returned to the taxing districts over the life of the Plan.

Mayor Davis noted that Grandview is giving 48-49% for their TIF and we are giving 17%.

Councilman Trutzel said we appreciate what you have done in bringing this to us. When we talk to people about what is coming to Belton they shake their heads, so we thank you for choosing Belton. Mayor Davis said the man (David Christie) is doing well and we have a great relationship. It is a good project and we are happy.

Councilman Lathrop thanked the city staff for doing a good job and David Christie for everything. We appreciate both sides working together. Mayor Davis said kudos to Jay Leipzig, Community Development Director; Carolyn Yatsook, Economic Development Specialists; Megan McGuire, City Attorney; and Brad Foster, Assistant City Manager, for all their work on this project.

Mr. Foster said one final thing, the TIF Commission held a public hearing in February and they made the recommendation for approval with a 6-3 vote.

Being no further public input, the public hearing was declared closed at 7:26 P.M.

ORDINANCES:

Patti Ledford, City Clerk, read Bill No. 2016-43: **AN ORDINANCE AUTHORIZING THE CITY COUNCIL TO APPROVE A FINANCIAL SERVICES AGREEMENT WITH PIPER JAFFRAY & COMPANY TO EVALUATE BOND ISSUANCE TERMS, DEBT SCHEDULES AND TRANSACTION MANAGEMENT IN ORDER TO DETERMINE FEASIBILITY OF ISSUING BONDS ON PHASE 1 AND 2 OF Y BELTON TAX INCREMENT FINANCING PROPERTIES, OTHERWISE REFERRED TO AS THE BELTON GATEWAY SHOPPING CENTER INCLUDING ACADEMY, HOBBY LOBBY, HEARTLAND DENTAL OFFICES, FAZOLIS AND A HOTEL SITE.** Presented by Councilman Trutzel, seconded by Councilman Lathrop. Vote on the first reading was recorded with all voting in favor, except Councilman Von Behren who was absent. First reading passed.

Ms. Ledford read Bill No. 2016-44: **AN ORDINANCE AUTHORIZING THE CITY COUNCIL TO APPROVE A BOND REVENUE STUDY BY GAI CONSULTANTS, INC. IN ORDER TO DETERMINE FEASIBILITY OF ISSUING BONDS ON PHASE 1 AND 2 OF Y BELTON TAX INCREMENT FINANCING PROPERTIES, OTHERWISE REFERRED TO AS THE BELTON GATEWAY SHOPPING CENTER INCLUDING ACADEMY, HOBBY LOBBY, HEARTLAND DENTAL OFFICES, FAZOLIS AND A HOTEL SITE.** Presented by Councilman Lathrop, seconded by Councilman Trutzel. Megan McGuire, City Attorney, noted the updated agreement with minor changes which are highlighted in the document, specifically Page 3 of 3 making sure any issues in dispute of the agreement are hauled in to court in Missouri, not Pennsylvania. Vote on the first reading was recorded with all voting in favor, except Councilman Von Behren who was absent. First reading passed.

Ms. Ledford read Bill No. 2016-45: **AN ORDINANCE AUTHORIZING THE CITY COUNCIL TO APPROVE A LETTER AGREEMENT WITH D. A. DAVIDSON TO PROVIDE INVESTMENT BANKING SERVICES AND ANALYSIS OF CAPITAL MARKETS IN ORDER TO DETERMINE FEASIBILITY OF ISSUING BONDS ON PHASE 1 AND 2 OF Y BELTON TAX INCREMENT FINANCING PROPERTIES, OTHERWISE REFERRED TO AS THE BELTON GATEWAY SHOPPING CENTER INCLUDING ACADEMY, HOBBY LOBBY, HEARTLAND DENTAL OFFICES, FAZOLIS AND A HOTEL SITE.** Presented by Councilman Lathrop, seconded by Councilman Trutzel. Vote on the first reading was recorded with all voting in favor, except Councilman Von Behren who was absent. First reading passed.

Ms. Ledford read Bill No. 2016-46: **AN ORDINANCE APPROVING THE SECOND AMENDED AND RESTATED Y-BELTON PLAZA TAX INCREMENT FINANCING PLAN AND DESIGNATING Y BELTON, L.L.C. AS THE DEVELOPER FOR THE PLAN.** Presented by Councilman Lathrop, seconded by Councilman Trutzel. Vote on the first reading was recorded with all voting in favor, except Councilman Von Behren who was absent. First reading passed.

Ms. Ledford read Bill No. 2016-47: **AN ORDINANCE APPROVING A SECOND AMENDED AND RESTATED TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF BELTON, MISSOURI, AND Y BELTON, L.L.C.** Presented by Councilman Lathrop, seconded by Councilman Trutzel. Rich Wood, Attorney with Gilmore and Bell, reported generally the TIF contract takes what is heard as the plan and turns in to a contractual obligation between the parties. He provided highlights of some of the things in the TIF contract that aren't necessarily in the TIF plan. He went on to say it sets out the process to certify cost to get reimbursed and they are to submit documentation to city so we can review it to make sure they actually do spend the up to \$35 million in order to get reimbursed. The contract also takes different reimbursement numbers and makes them an actual cap that was outlined and once it hit the caps the TIF turns off and it returns to the tax rolls. The contract caps interest and they are entitled to receive interest and sets out obligations built in accordance with the budget in the TIF plan and schedule and it is slightly modified. The contract outlines obligations and the City can at some point issue bonds to replay the developer and can issue them at lower interest rates. There are a number of development obligations: Construction of Turner Road; the developer will work with staff on a schedule for the road and comply with all rules and regulations regarding the construction public works projects; there are added provisions that require the developer to comply with onsite storm water management system and it is included in the contract and the developer has to comply with it during construction; we created triggers for the installation of the Markey Parkway traffic signal and that trigger is, once we get to 60,000 square feet on unit #2 of the plat or if the traffic engineer determines unsafe conditions based on a traffic study; the contract establishes the location of the Crossroads United Methodist Church access point; contract also sets out that the developer can't relocate businesses from other areas in the city or county outside the redevelopment area to development unless they come to the Council and request an exception; contract has a list of land uses that cannot be made of the areas Exhibit H sets out those restrictions; there are a number of provisions outlining how the developer is allowed to utilize the existing revenue from the existing TDD and also the two different CID's to impose property and sales tax generate additional revenue on the property. Mayor Davis thanked Rich Wood and staff for doing a good job. The language alone has been tedious but with good partners we always work out things with a good developer like Christie and Company. We are excited about what has been done. Vote on the first reading was recorded

with all voting in favor, except Councilman Savage voting no. Councilman Von Behren was absent. First reading passed.

Ms. Ledford read Bill No. 2016-48: **AN ORDINANCE APPROVING AND DESIGNATING REDEVELOPMENT PROJECT 2-A OF THE Y-BELTON TAX INCREMENT FINANCING REDEVELOPMENT PLAN AS A REDEVELOPMENT PROJECT AND ADOPTING TAX INCREMENT FINANCING THEREIN.** Presented by Councilman Lathrop, seconded by Councilman Trutzel. Vote on the first reading was recorded with all voting in favor, except Councilman Von Behren who was absent. First reading passed.

Ms. Ledford read Bill No. 2016-49: **AN ORDINANCE APPROVING AND DESIGNATING REDEVELOPMENT PROJECT 3 OF THE Y-BELTON TAX INCREMENT FINANCING REDEVELOPMENT PLAN AS A REDEVELOPMENT PROJECT AND ADOPTING TAX INCREMENT FINANCING THEREIN.** Presented by Councilman Lathrop, seconded by Councilman Trutzle. Vote on the first reading was recorded with all voting in favor, except Councilman Von Behren who was absent. First reading passed.

At 7:38 P.M. Councilman Lathrop moved to enter into Executive Session to discuss matters pertaining to discuss matters pertaining to preparation, including any discussion or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups according to Missouri Statute 610.021.9 and that the record be closed. Councilman Newell seconded. The following vote was recorded: Ayes: 8, Mayor Davis, Councilmen Savage, Peek, Newell, Fletcher, Lathrop, Trutzel, and VanWinkle; Noes: None; Absent: Councilman Von Behren.

The Council returned from Executive Session at 8:13 P.M. Being no further business, Councilman Lathrop moved to adjourn. Councilman Trutzel seconded. All voted in favor. Councilman Von Behren absent. Meeting adjourned.


Patti Ledford, City Clerk

Jeff Davis, Mayor

**MINUTES OF THE
BELTON CITY COUNCIL MEETING
APRIL 26, 2016
CITY HALL ANNEX, 520 MAIN STREET
BELTON, MISSOURI**

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

Councilman Newell led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Jeff Davis, Councilmen Jeff Fletcher, Gary Lathrop, Bob Newell, Lorrie Peek, Tim Savage, Chet Trutzel, Dean VanWinkle, and Scott Von Behren. Also present were: Ron Trivitt, City Manager; Megan McGuire, City Attorney; and Patti Ledford, City Clerk.

CONSENT AGENDA:

Mayor Davis said Item D of the consent agenda approving the continuing education program with Metropolitan Community College in the amount of \$6,475 is being removed pending an updated contract. Councilman Trutzel moved to approve the remaining items of consent agenda consisting of a **motion approving the minutes of the April 12, 2016, City Council regular meeting; a motion approving the March 2016 Municipal Police Judge's Report; and a motion approving a 2-year Comprehensive Gateway Security (fire wall) for the Police Department and jail in the amount of \$3,930.39 from Essential Network Technologies.** Councilman Von Behren seconded. All voted in favor. Consent agenda approved.

PERSONAL APPEARANCES:

Mayor Pro Tem Jeff Fletcher presented a Proclamation proclaiming April 2016 as National Donate Life Month to Ray Gabel from Midwest Organ Donor and Phil Duncan. Mr. Gabel said on behalf of Midwest Organ Donor he wanted to thank families and those that say yes to organ donation. 60% of Cass County residents have said yes to organ donation.

Mayor Davis presented Leslie Dick a plaque recognizing her as Past Tree Board President that will be displayed in the City. He went on to say what a wonderful lady she is and she has done a great job for our city and as past chairman of the Tree Board committee. The Tree Board is vigorously working on an arboretum. It is a great cause and the effect of trees has a significant impact on the community. Mrs. Dick did a great job.

Mayor Davis presented a proclamation to David Frazier, Street Superintendent, for his service with the City. He has been with the city for 8 years and has done a great job. Jeff Fisher, Public Works Director, said Mr. Frazier is an excellent man with high character and integrity. It was a pleasure to work with him and we couldn't have done some of the things we have done without him. We are going to miss him. He was also presented a plaque for grateful appreciation.

ORDINANCES:

Patti Ledford, City Clerk, gave the final reading of Bill No. 2016-39: **AN ORDINANCE AUTHORIZING AND APPROVING THE CITY OF BELTON, MISSOURI THROUGH ITS FIRE DEPARTMENT TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR MEDICAL DIRECTOR SERVICES WITH DR. ERIK J.**

STAMPER, D. O. FOR FISCAL YEAR 2017. Presented by Councilman Lathrop, seconded by Councilman Trutzel. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Trutzel, Von Behren, Peek, Mayor Davis, Councilmen Lathrop, Fletcher, Newell, Van Winkle, and Savage; Noes: None; Absent: None. Bill No. 2016-39 was declared passed and in full force and effect as Ordinance No. 2016-4207, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-40: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE AMENDMENT TO INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE CITY OF GRANDVIEW, MISSOURI FOR ADMINISTERING THE 155TH STREET WIDENING PROJECT.** Presented by Councilman Lathrop, seconded by Councilman Trutzel. Mayor Davis noted this is a great partnership with our neighbors to the north. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Savage, Trutzel, Mayor Davis, Councilmen Lathrop, Von Behren, Fletcher, Van Winkle, Peek and Newell; Noes: None; Absent: None. Bill No. 2016-40 was declared passed and in full force and effect as Ordinance No. 2016-4208, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-41: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ARCHITECTURAL PROFESSIONAL SERVICES AGREEMENT WITH INCITE DESIGN STUDIO ARCHITECTS.** Presented by Councilman Von Behren, seconded by Councilman Fletcher. The Council was polled and the following vote recorded; Ayes: 9, Mayor Davis, Councilmen Savage, Peek, Newell, Von Behren, Fletcher, Lathrop, Trutzel, and VanWinkle; Noes: None; Absent: None. Bill No. 2016-41 was declared passed and in full force and effect as Ordinance No. 2016-4209, subject to Mayoral veto.

Ms. Ledford Motion approving final reading of Bill No. 2016-43: **AN ORDINANCE AUTHORIZING THE CITY COUNCIL TO APPROVE A FINANCIAL SERVICES AGREEMENT WITH PIPER JAFFRAY & COMPANY TO EVALUATE BOND ISSUANCE TERMS, DEBT SCHEDULES AND TRANSACTION MANAGEMENT IN ORDER TO DETERMINE FEASIBILITY OF ISSUING BONDS ON PHASE 1 AND 2 OF Y BELTON TAX INCREMENT FINANCING PROPERTIES, OTHERWISE REFERRED TO AS THE BELTON GATEWAY SHOPPING CENTER INCLUDING ACADEMY, HOBBY LOBBY, HEARTLAND DENTAL OFFICES, FAZOLIS AND A HOTEL SITE.** Presented by Councilman Lathrop, seconded by Councilman Trutzel. The Council was polled and the following vote recorded; Ayes: 9, Mayor Davis, Councilmen Savage, Peek, Newell, Von Behren, Fletcher, Lathrop, Trutzel and Van Winkle; Noes: None; Absent: None. Bill No. 2016-43 was declared passed and in full force and effect as Ordinance No. 2016-4210, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-44: **AN ORDINANCE AUTHORIZING THE CITY COUNCIL TO APPROVE A BOND REVENUE STUDY BY GAI CONSULTANTS, INC. IN ORDER TO DETERMINE FEASIBILITY OF ISSUING BONDS ON PHASE 1 AND 2 OF Y BELTON TAX INCREMENT FINANCING PROPERTIES, OTHERWISE REFERRED TO AS THE BELTON GATEWAY SHOPPING CENTER INCLUDING ACADEMY, HOBBY LOBBY, HEARTLAND DENTAL OFFICES, FAZOLIS AND A HOTEL SITE.** Presented by Councilman Von Behren, seconded by Councilman Trutzel. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Lathrop, Newell, Von Behren, Savage, Peek, Fletcher, Mayor Davis, Councilmen Trutzel and VanWinkle; Noes: None; Absent: None. Bill No. 2016-44 was

declared passed and in full force and effect as Ordinance No. 2016-4211, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-45: **AN ORDINANCE AUTHORIZING THE CITY COUNCIL TO APPROVE A LETTER AGREEMENT WITH D. A. DAVIDSON TO PROVIDE INVESTMENT BANKING SERVICES AND ANALYSIS OF CAPITAL MARKETS IN ORDER TO DETERMINE FEASIBILITY OF ISSUING BONDS ON PHASE 1 AND 2 OF Y BELTON TAX INCREMENT FINANCING PROPERTIES, OTHERWISE REFERRED TO AS THE BELTON GATEWAY SHOPPING CENTER INCLUDING ACADEMY, HOBBY LOBBY, HEARTLAND DENTAL OFFICES, FAZOLIS AND A HOTEL SITE.** Presented by Councilman Lathrop, seconded by Councilman Trutzel. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Trutzel, Von Behren, Peek, Mayor Davis, Councilmen Lathrop, Fletcher, Newell, VanWinkle, and Savage; Noes: None; Absent: None. Bill No. 2016-45 was declared passed and in full force and effect as Ordinance No. 2016-4212, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-46: **AN ORDINANCE APPROVING THE SECOND AMENDED AND RESTATED Y-BELTON PLAZA TAX INCREMENT FINANCING PLAN AND DESIGNATING Y BELTON, L.L.C. AS THE DEVELOPER FOR THE PLAN.** Presented by Councilman Trutzel, seconded by Councilman Von Behren. The Council was polled and the following vote recorded; Ayes: 9, Councilmen VanWinkle, Von Behren, Savage, Mayor Davis, Councilmen Lathrop, Fletcher, Newell, Trutzel, and Peek; Noes: None; Absent: None. Bill No. 2016-46 was declared passed and in full force and effect as Ordinance No. 2016-4213, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-47: **AN ORDINANCE APPROVING A SECOND AMENDED AND RESTATED TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF BELTON, MISSOURI, AND Y BELTON, L.L.C.** Presented by Councilman Lathrop, seconded by Councilman Trutzel. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Von Behren, Trutzel, Peek, Fletcher, Mayor Davis, Councilmen Lathrop, Newell, and VanWinkle; Noes:1, Councilman Savage; Absent: None. Bill No. 2016-47 was declared passed and in full force and effect as Ordinance No. 2016-4214, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-48: **AN ORDINANCE APPROVING AND DESIGNATING REDEVELOPMENT PROJECT 2-A OF THE Y-BELTON TAX INCREMENT FINANCING REDEVELOPMENT PLAN AS A REDEVELOPMENT PROJECT AND ADOPTING TAX INCREMENT FINANCING THEREIN.** Presented by Councilman Trutzel, seconded by Councilman Von Behren. The Council was polled and the following vote recorded; Ayes: 9, Mayor Davis, Councilmen Von Behren, Peek, Trutzel, Lathrop, Fletcher, Newell, VanWinkle and Savage; Noes: None; Absent: None. Bill No. 2016-48 was declared passed and in full force and effect as Ordinance No. 2016-4215, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-49: **AN ORDINANCE APPROVING AND DESIGNATING REDEVELOPMENT PROJECT 3 OF THE Y-BELTON TAX INCREMENT FINANCING REDEVELOPMENT PLAN AS A REDEVELOPMENT PROJECT AND ADOPTING TAX INCREMENT FINANCING THEREIN.** Presented by Councilman Trutzel, seconded by Councilman Lathrop. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Newell, Von Behren, Fletcher, Savage, Lathrop, Peek, Trutzel, VanWinkle, and Mayor Davis; Noes: None; Absent: None. Bill No. 2016-49 was

declared passed and in full force and effect as Ordinance No. 2016-4216, subject to Mayoral veto.

Ms. Ledford read Bill No. 2016-50: **AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2017 ADOPTED CITY BUDGET.** Presented by Councilman Newell, seconded by Councilman Lathrop. All voted in favor. First reading passed.

Ms. Ledford read Bill No. 2016-51: **AN ORDINANCE APPROVING THE FINAL PLAT OF BELTON GATEWAY, ADDITION, UNIT 2, A SUBDIVISION IN THE CITY OF BELTON, CASS COUNTY, MISSOURI, SECTION 12, TOWNSHIP 46, RANGE 33, A 39.0-ACRE TRACT OF LAND, LOCATED WEST OF 163RD STREET AND NORTH OF TURNER ROAD, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.** Presented by Councilman Trutzel, seconded by Councilman Fletcher. All voted in favor. First reading passed.

Ms. Ledford read Bill No. 2016-52: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI APPROVING AND AUTHORIZING 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.** Presented by Councilman Lathrop, seconded by Councilman Newell. All voted in favor. First reading passed.

Ms. Ledford read Bill No. 2016-53: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE ABATEMENT ORDER ON CONSENT NO. 2016-WPCB-1348 WITH THE DEPARTMENT OF NATURAL RESOURCES REGARDING SANITARY SEWER OVERFLOWS ON SEPTEMBER 27, 2013 AND AUGUST 20, 2014.** Presented Councilman Lathrop, seconded by Councilman Trutzel. All voted in favor. First reading passed.

CITY COUNCIL LIAISON REPORTS:

Mayor Davis said Councilman Peek has volunteered to serve as the Tree Board Liaison if no one else wants to volunteer.

MAYOR'S COMMUNICATIONS:

Mayor Davis said SEMCO had a great outing for the Chamber of Commerce after hour's event. They have been super partners in Belton and really active in the Chamber.

The Car Show was Saturday. Councilman Fletcher said there were lots of cars even on every side street and in the bank parking lot. Lot of people up and down the street. It was a good turnout.

The Chamber of Commerce Golf Tournament is May 3 at Loch Lloyd. They are only missing 4 teams to sign up. The event last year was up over \$30,000 holding it at Loch Lloyd.

OTHER BUSINESS:

Councilman Trutzel said there was an article in The Kansas City Star today listing KC area healthy places to live. Platte County was No. 1; Cass County was No.8.

Mayor Davis asked Sheila Ernzen, Finance Director, how our sales tax is doing. Ms. Ernzen said we are a head of where we were last year.

Mayor Davis presented Councilman Von Behren a plaque for dedicated service as Ward 1 Councilman from April 10, 2012 to April 26, 2016 and for serving as Mayor Pro Tem from April 9, 2013 to April 12, 2016.

Mayor Pro Tem Fletcher said Councilman Von Behren has been on the Council for 4 years but they served on the Chamber of Commerce together. They developed a good friendship over the last 7-8 years and he really appreciates him.

Mayor Davis said the two of them got together before they ran for office. He said he used to bug him at the Hy-Vee store and they would talk about all of these events. He said he has been a great Councilman and leader in the community. He is a pillar in the community - he has a magic touch with people and they love him. It says a lot when your picture is on a Hy-Vee truck. He is a second generation Hy-Vee employee and we are going to miss him. Councilman Von Behren thanked everyone for the support and friendship on the Planning Commission and Council. He said we all hope we leave this place better than when we left it. He is confident the Council and city staff will see it through to better things.

At 7:28 P.M. Councilman Lathrop moved to enter Executive Session to discuss matters pertaining to leasing, purchase or sale of real estate by a public governmental body, according to Missouri Statute 610.021.2, and that the record be closed. Councilman Von Behren seconded. The following vote was recorded; Ayes: 9, Mayor Davis, Councilmen Savage, Peek, Trutzel, VanWinkle, Fletcher, Newell, Lathrop, and Von Behren; Noes: None; Absent: None.

The Council returned to regular session at 8:15 P.M. Being no further business, Councilman Lathrop moved to adjourn. Councilman Von Behren seconded. All voted in favor, Meeting adjourned.



Patti Ledford, City Clerk

Jeff Davis, Mayor

SECTION VI
B

R2015-20

A RESOLUTION REAPPOINTING DENISE ELOSH AND PERRY GOUGH AND APPOINTING KEVIN MURPHY TO THE MUNICIPAL PARK BOARD.

WHEREAS, Section 17-40 of the Belton code of Ordinances provides for the appointment of nine (9) directors to the Municipal Park Board by the Mayor of the City, subject to the approval of the City Council; and

WHEREAS, Denise Elosh and Perry Gough's terms expire June 1, 2016; they are hereby reappointed to serve on the Park Board until June 1, 2019; and

WHEREAS, Lorrie Peek resigned her voting position on the Park Board pursuant to being elected to the City Council on April 5, 2016; however, Lorrie will become City Council Liaison to the Park Board; and

WHEREAS, Kevin Murphy is hereby appointed to serve on the Park Board until June 1, 2019.

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

<u>NAME</u>	<u>TERM</u>
Patricia Morlok	June 1, 2017
Marvin Mickelson	June 1, 2017
Felicia Thornhill	June 1, 2017
Bruce Chevalier	June 1, 2018
Mike Miller	June 1, 2018
Terry Ward	June 1, 2018
Denise Elosh	June 1, 2019
Kevin Murphy	June 1, 2019
Perry Gough	June 1, 2019
Councilman Liasion – Lorrie Peek	

Duly read and passed this 10th day of May, 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 10th day of May, 2016, and adopted at a regular meeting of the City Council held the 10th day of May, 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, MISSOURI
APPLICATION FOR APPOINTMENT TO CITY
BOARDS AND COMMISSIONS

Date 4/11/16

*Board/Commission of interest PARK BOARD

*Name KEVIN MURPHY

*Phone# 816-668-8315

*Address 18417 S. PROSPECT AVE
BELTON MO 64012

*E-mail kmurphy23@gmail.com

Length of residence in Belton 41 YEARS

Why are you interested in serving on this Board or Commission? AS A LIFELONG

RESIDENT, I'VE BEEN HIGHLY INVOLVED WITH THE PARKS & REC

BOTH AS A PARTICIPANT AND THE LAST 20+ YEARS COACHING. I'M VERY

EXCITED ABOUT PROVIDING UNIQUE OPPORTUNITIES FOR KIDS AND ALL OTHERS THROUGH THE
MANY THINGS THE PARKS & REC OFFER WHILE PROMOTING & HIGHLIGHTING BELTON AS A
GREAT PL TO LIVE,

List other service on local boards or commission: _____

VARIOUS COMPANIES BOARDS

Other qualifications you have that may be helpful in serving on this particular board:

20+ YEARS SERVING AS A CONTROLLER/CFO AND THE FINANCIAL EXPERIENCE

THAT COMES WITH IT. MUCH OF THAT RELATED TO CONTRACTORS

WHO HAVE SPECIALIZED IN PUBLIC WORKS PROJECTS

Rec'd 4-21-16 (AC)

Signature: [Handwritten Signature]

*Required information

SECTION VI
C



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: May 10, 2016

DIVISION: Public Works

COUNCIL: Regular Meeting Work Session Special Session

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

At the March 22, 2016 Regular City Council Meeting, Ordinance No. 2016-4184 was read for the second time and passed, authorizing and approving an On-Call Engineering Professional Services Agreement with CDM Smith, Inc.

Representatives from CDM Smith contacted staff mid-April to make minor revisions to the agreement in the insurance and reuse of documents sections. Those changes are illustrated below:

Sec. 2.03 Insurance.

A. Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Professional shall supply such insurance, if available, at City's cost. ~~Policies containing a Self-Insured Retention are unacceptable to City.~~

Comment [MBA1]: CDM Smith, like many large engineering companies, utilizes a Self-Insured Retention in its insurance program.

a. Commercial General Liability Insurance: with limits of \$2,500,000 per occurrence and

Sec. 2.05 Copyright and Ownership of Documents.

Survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Professional will be removed and the Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Professional will be removed and the Professional will be released of subsequent liabilities. Reuse of and modifications to the documents and design drawings other than for their original intended purpose shall be at the sole risk of the City.

The City Attorney has approved the requested revisions.

PROPOSED CITY COUNCIL MOTION:

At the May 10, 2016 City Council Regular Meeting, motion as a Consent Agenda item to accept minor revisions to insurance and reuse of documents language to the On-Call Engineering Professional Services Agreement with CDM Smith, Inc. which was passed under Ordinance No. 2016-4184, pursuant to City Attorney approval.

SECTION VI
D



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: May 10, 2016

DIVISION: Transportation / Vehicle Maintenance

COUNCIL: Regular Meeting Work Session Special Session

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

Vehicle Maintenance utilizes a 1992, 12,000# 2-post lift daily in the maintenance of the City’s fleet. This piece of equipment needs to be replaced due to its age and safety concerns when lifting larger vehicles. Staff budgeted funds in FY17 to replace this lift with a 14,000# four-post lift that is more suitable for the maintenance of the fleet.

Per the purchasing policy, staff received three quotes and recommends purchase through O’Reilly’s Auto Parts in the amount of \$8,405.00.

PROPOSED CITY COUNCIL MOTION:

Approve a Consent Agenda item by motion to purchase one (1) new 14,000#, 4-post lift, with (2) rolling jacks from O’Reilly’s Auto parts in the amount of \$8,405.00

BACKGROUND:

Replacement of vehicles and equipment continues to be a priority for the Public Works Department. The Vehicle Maintenance Division maintains 141 vehicles and equipment annually. The larger, heavier trucks’ the city maintains has taken a toll on this lift as it is the primary lift for trucks. The wear and tear over the years has made it difficult to lift the larger trucks safely.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	O’Reilly’s Auto Parts	
Amount of Request/Contract:	\$	8,405.00
Amount Budgeted:	\$	9,500.00
Funding Source:	Capital Outlay – 010-4400-495-7400	
Additional Funds:	\$	n/a
Funds Remaining:	\$	995.00

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a Consent Agenda item by motion to purchase one (1) new 14,000#, 4-post lift, with (2) rolling jacks from O’Reilly’s Auto parts in the amount of \$8,405.00

LIST OF REFERENCE DOCUMENTS ATTACHED:

Vehicle Maintenance Lift Bid Tab
O’Reilly, Transwest, and Northern Tool Quotes

Vehicle Maintenance 4-Post Lift Bid Tab

Description	Qty	O'Reilly Auto Parts		Transwest		Northern Tool	
		Bid Price	Total	Bid Price	Total	Bid Price	Total
14,000, 4 post lift	1	\$4,590.00	\$4,590.00	\$4,871.00	\$4,871.00	\$4,590.00	\$4,590.00
(2) 7,000lb rolling jacks	2	\$1,235.00	\$2,470.00	\$2,608.00	\$5,216.00	\$1,235.00	\$2,470.00
Airhose kit	1	\$220.00	\$220.00	\$433.00	\$433.00	\$220.00	\$220.00
Installation	1	\$1,125.00	\$1,125.00	\$1,400.00	\$1,400.00	\$1,450.00	\$1,450.00
Removal	1	in-house		in-house		in-house	
Total			\$8,405.00		\$11,920.00		\$8,730.00



Warehouse
Division

OZARK AUTOMOTIVE DISTRIBUTORS

233 S. Patterson

P.O. Box 1897

Springfield, MO 65803

Phone 417-862-6708

February 12, 2016

CITY OF BELTON -VEH.MAINT
Belton, MO

Bend Pak 5175173 14,000 lb 4 post lift.	\$ 4,590.00
Bend Pak 5175346 7,000 lb rolling jack.	\$ 1,235.00
Bend Pak 5174009 Air line kit.	\$ 220.00

Since 1957 O'Reilly Auto Parts, Inc. has considered customer satisfaction our main priority. We strive to supply the highest quality equipment to ensure years of dependable service. If we can be of any assistance or answer any questions please call Steve Thomas at (816-322-3228)

On behalf of O'Reilly Auto Parts, Inc., we want to thank you for this opportunity to bid on your equipment needs.

*Prices include frt.

*Prices are subject to state and local taxes if applicable.

*Prices good for 45 days.

*Prices do not include unloading of equipment.

*Prices do not include install. Install is available for \$ 1,125.00.

*Removal of old 2 post lift. \$ 400.00

Sincerely,

Ron Lawson
Equipment Sales Coordinator
O'Reilly Auto Parts

/RL



David Frazier

From: rlawson@oreillyauto.com
Sent: Tuesday, April 26, 2016 2:36 PM
To: David Frazier
Subject: Bid
Attachments: City of Belton.pdf

(See attached file: City of Belton.pdf)

The prices on this bid is still good. Nothing has changed.

Ron Lawson
Equipment Sales Coordinator
417-862-2674 Ext 10805
E-Mail rlawson@oreillyauto.com

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02/21/2014 09:34AM

QUOTE

14000 * 01*

CITY OF BELTON

CITY OF BELTON

515 MAIN STREET
BELTON MO 64012

1101 COLBEAN
BELTON MO 64012

02200

0161 011-4351

PA 001/01 009

THIS IS A QUOTE MESSAGE EXPIRES: 04/18/2014

PIKED UP BY CUSTOMER

1	102 SHIMMINGS	ROTARY SW 142" KR 4 POST	4871.00EA*	4871.00
1	102 827-0007	TK AIR HYDRO ROLLING JACK	3609.00EA*	3609.00
1	122 221951-14	AIR LINE KIT	423.00EA*	423.00
1	102 INSTALL	INSTALL LEFT	1400.00EA*	1400.00
1	102 TEARDOWN CD	CUSTOMER DISPOSAL	354.00EA*	354.00
1	102 TEARDOWN SD	WFO DISPOSAL	554.00EA*	554.00

THIS IS A QUOTE MESSAGE EXPIRES: 04/18/2014

12829.00 EXEMPT NO 0.00 12829.00

QUOTE

17327 S Outer Rd. Belton, MO 64012
877-772-9995 • www.transwest.com/kansas-city

TRANSWEST
TRUCK TRAILER RV

SM14 14,000 LBS. CAPACITY FOUR-POST LIFT

NEW

NEW SM14 Series drive-on lifts are engineered for commercial service, are ALL/ETL certified and exceed our industry exclusive performance durability cycle testing.

These 14,000 lb. capacity lifts are constructed with standard features, equipment and a variety of productivity enhancing options. They are available in a choice of finishes and are designed to provide a wide range of vehicle front ends to full size trucks. Robust service offerings maximize your lifetime investment. In fact, the most proven vehicle lift design in the industry.

NEW Lift Features:

- Higher rise to over 78" provides more work area height for the vehicle
- Powder coated hammer tone paint finish improves durability and paint life
- Lowered ramps with polymer rollers provide improved traction and less floor damage when driving on the lift
- Available with SHOCKWAVE™ *reducing 2X floor use and damage*
- 11 model has more than 9 additional inches of wheelbase

Available with SHOCKWAVE™



EXCLUSIVE PATENTED FEATURES



Patented dual function Sentinel Lock™ system provides a secondary safety lock for the lift. The lift will not rise if the upper lock is engaged. The lift will not lower if the lower lock is engaged. This provides an added level of safety for the user.

Adjustable latch bars - provide a secure and adjustable latch for the vehicle's front end.



NEW improved hydraulic and mechanical lifting system - provides a more efficient and reliable lifting system. The lift is designed to lift up to 14,000 lbs. with a maximum height of 78 inches.

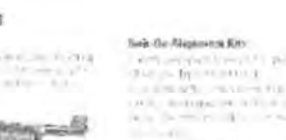


NEW 41" lowered ramp - provides a more stable and secure ramp for the vehicle's front end.

Wheel chocks - provide a secure and stable support for the vehicle's front end.



Polymer rollers - provide a smooth and quiet rolling surface for the vehicle's front end.



SH14 LIFT OPTIONS

Rolling Jacks - provide a more stable and secure support for the vehicle's front end.

Shockwave Kit - provides a more stable and secure support for the vehicle's front end.

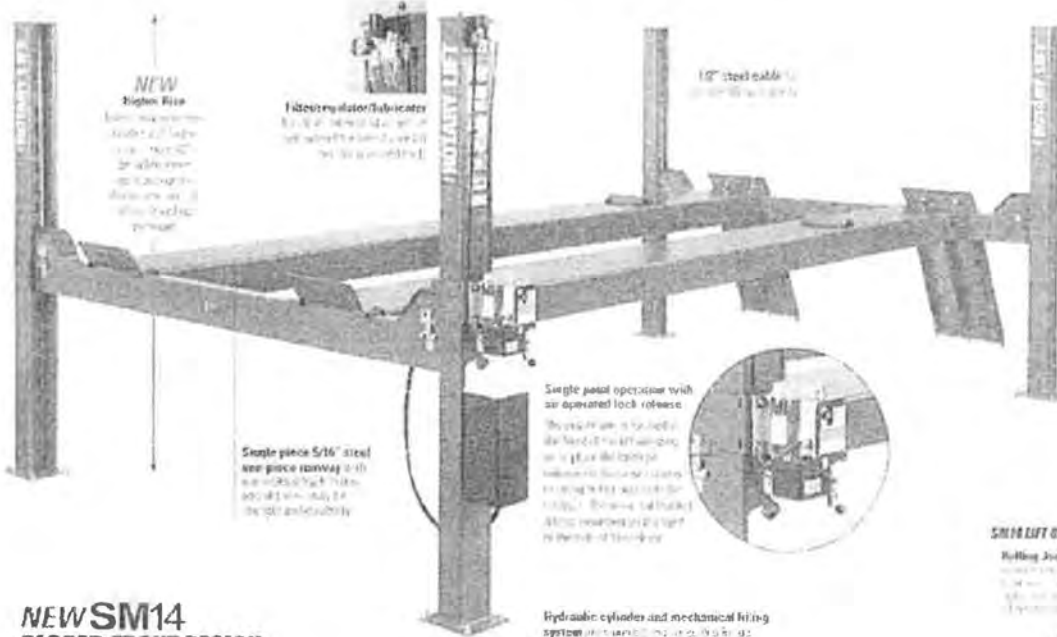
OR MORE FACTORY FIB OPTIONS

DESIGN ADVANTAGE
SM14 Four-Post
PRODUCTIVITY & PERFORMANCE

1. PATENTED LOCKING SYSTEM
2. INDUSTRY-BEST RISE HEIGHT
3. SHOCKWAVE-EQUIPPED
4. THIRD-PARTY ETL GOLD CERTIFIED

SM14 LIFT SPECIFICATIONS

Model	SM14 7' Lifted Front
Capacity	14,000 lbs.
Rise Height	78" (7' 6")
Wheelbase	78" (7' 6")
Clearance	12" (1' 0")
Weight	1,200 lbs.
Dimensions	78" (W) x 78" (D) x 78" (H)
Material	Steel
Finish	Powder Coated Hammer Tone Paint
Options	Rolling Jacks, Shockwave Kit, Polymer Rollers, Wheel Chocks
ETL Certification	ETL Gold Certified



NEW Higher Rise
Higher rise to over 78" provides more work area height for the vehicle.

Filtered oil lubricator
Ensures smooth operation and extends the life of the lift.

1/2" steel cable
Provides a strong and reliable lifting mechanism.

Single piece 5/16" steel rear piece
Provides a more stable and secure support for the vehicle's rear end.

Single pedal operation with air operated lock release
Provides a more efficient and reliable lifting system.

Hydraulic cylinder and mechanical lifting system
Provides a more efficient and reliable lifting system.

NEW SM14
CLOSED FRONT DESIGN

FOR MORE INFORMATION, VISIT US AT WWW.METALWORKS.COM

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Shopping Cart

Ready for Checkout

3 Items

Product Total \$6,045.00

Order Subtotal \$6,045.00

Shipping To MO

Delivery Estimate



FREE SHIPPING — Bendpak Air Line Kit, Model# AK-14

Item# 177815

Free Shipping

Tue, May 3 - Thu, May 5

Factory Shipped

1

\$220.00

[Update](#)

[Remove](#) | [Save For Later](#)



FREE SHIPPING — BendPak Sliding Four-Post Bridge Jack — 7000-Lb. Capacity, Model# RJ-7

Item# 177794

Free Shipping

Tue, May 3 - Thu, May 5

Factory Shipped

Ships Truck 314 lbs

1

\$1,235.00

[Update](#)

[Remove](#) | [Save For Later](#)

Repair Plan — 1 Year for \$99.99

Manufacturer's Warranty + SPP = Up to 2 Years of Product Protection

[Add to Cart](#) | [See Plan Benefits](#)



FREE SHIPPING — BendPak 4-Wheel Lift System — 14,000-Lb. Capacity, 27 1/2 in. L, Model# HDS-14X

Item# 177796

Free Shipping

Thu, May 12 - Mon, May 16

Factory Shipped

Ships Truck 2410 lbs

1

\$4,590.00

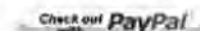
[Update](#)

[Remove](#) | [Save For Later](#)

Repair Plan — 1 Year for \$299.99

Manufacturer's Warranty + SPP = Up to 2 Years of Product Protection

[Add to Cart](#) | [See Plan Benefits](#)



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[Add Keycode \(Optional\)](#)

Items will be saved in your Cart for 60 days. To save items longer, [sign-in](#) or [create an account](#).

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[Ordering + Payment](#)

[Shipping + Delivery](#)

[Return Policy](#)

Order By Phone

1-800-221-0516

24 hours, 7 days

Customer Care

1-800-222-5381

7 AM - 6 PM CST, Mon - Fri

7 AM - 3 PM CST, Sat

Shop With Confidence

FAMILY OWNED AND OPERATED

35 YEARS



SECURE SITE



Secure



Corky's Equipment

225 East Edna St
Marshall, MO 65340 US
(888)535-5175
corkys@corkysequipment.com
www.corkysequipment.com



ESTIMATE

ESTIMATE # 12737
DATE 07/06/2015

ADDRESS
City of Belton
City Hall
506 Main
Belton, MO 64012

SHIP TO
City of Belton
City of Belton
1201 Steet Barn Lane
Belton, MO 64012

Please detach top portion and return with your payment.

P.O. NUMBER
Gary

QTY	ACTIVITY	DATE	RATE	AMOUNT
1	installation Installation of (1) one 4 Post lift and includes everything but wiring Model# HDS-14X	07/06/2015	1,450.00	1,450.00
		07/06/2015		

Here's your Estimate! If you have any questions don't hesitate to call us toll free! 1-888-535-5175

TOTAL

\$1,450.00

Accepted By

Accepted Date

SECTION VIII
E

BILL NO. 2016-54

ORDINANCE NO. 2016-

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.

WHEREAS, the City of Belton, Missouri adopted the Unified Development Code (UDC) December 13, 2011; and

WHEREAS, the Public Works Director, City Engineer, Wastewater Treatment Plant Chief Operator reviewed Chapter 42 – Water and Sewers, Article III, Division II, 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, and

WHEREAS, City Staff determined an amendment is necessary to adopt an industrial pretreatment program to make consistent regulations of contributors of non-domestics wastes throughout the City; and

WHEREAS, a public hearing was held before the Belton Planning Commission on November 2, 2015 regular meeting to receive input concerning the consideration of a Text Amendment to Article III, Division II, Sec. 42.259-272 of the Belton Unified Development Code, regarding sanitary sewer pretreatment upon proper notice advertised in the Friday, October 9, 2015 edition of *The Democrat Missourian*, a weekly/daily newspaper of general circulation in the County of Cass, State of Missouri; and

WHEREAS, the Belton Planning Commission voted by a majority (7-0) of those present to recommend APPROVAL of the proposed amendment to the UDC; and

WHEREAS, the method of amendment of UDC was granted by the Unified Development Code (UDC) adopting Ordinance No. 2011-3772 on December 13, 2011; and

WHEREAS, a public hearing will be held before the City Council of the City of Belton regular meeting on May 10, 2016 to receive input concerning adoption of an industrial pretreatment ordinance to regulate industrial users in the Belton Treatment Facility area upon proper notice advertised in the Friday, April 15, 2016 and Friday, April 22, 2016 editions of *The Democrat Missourian*, a weekly/daily newspaper of general circulation in the County of Cass, State of Missouri; and

WHEREAS, the City Council of the City of Belton desires to amend and update Chapter 42, Article III, Division 2, Section 42.204, 42.205, 42.230, 42.259, 42.262, and 42.263 of the Belton UDC of the City of Belton, Missouri.

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

Section 1. That Chapter 42 – Water and Sewers, Article III. – Sewers, Division 1. Generally, Section 42-204. - Authority of the Belton Unified Development Code is hereby created with the highlighted text to read as follows:

Chapter 42 – Water and Sewers

ARTICLE III. – Sewers, DIVISION 1. Generally

Sec. 42-204. - Authority.

- A. The purpose of this Article is to provide for the maximum possible beneficial public use of the City's facilities through adequate regulation of sewer construction, sewer use and commercial and industrial wastes and to provide procedures for complying with requirements placed upon the City by other regulatory bodies.
- B. The City is authorized and directed to carry out the provisions of this Article governing the quality of sewage that might be discharged into the public sewers of the City.

Section 2. That Chapter 42 – Water and Sewers, Article III. – Sewers, Division 2. Disposal Regulations, Section 42-230. - Definitions Belton Unified Development Code is hereby amended to read as follows with the deletion of the stricken text and that Chapter 42 – Water and Sewers, Article III. – Sewers, Division 1. – Generally, Section 42-205 – Definitions Belton Unified Development Code is hereby created with the highlighted text to read as follows:

Chapter 42 – Water and Sewers

ARTICLE III. – Sewers, DIVISION 2. Disposal Regulations

~~Sec. 42-230. – Definitions.~~

~~The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*BOD* (denoting biochemical oxygen demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees centigrade, expressed in parts per million by weight.~~

Building drain means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet outside the inner face of the building wall.

Building sewer means the extension from the building drain to the public sewer or other place of disposal.

Combined sewer means a sewer receiving both surface runoff and sewage.

Garbage means solid wastes from the preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.

Industrial wastes means the liquid wastes from industrial processes as distinct from sanitary sewage.

Natural outlet means any outlet into a watercourse, pond, ditch, lake or other body of surface water or groundwater.

pH means the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

Properly shredded garbage means the wastes from the preparation, cooking and dispensing of food that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension.

Public sewer means a sewer in which all owners of abutting properties have equal rights and is controlled by public authority.

Sanitary sewer means a sewer which carries sewage and to which stormwaters, surface waters and groundwaters are not intentionally admitted.

Sewage means a combination of the water-carried wastes from residences, business buildings, institutions and industrial establishments, together with such groundwaters, surface waters, and stormwaters as may be present.

Sewage treatment plant means any arrangement of devices and structures used for treating sewage.

Sewage works means all facilities for collecting, pumping, treating and disposing of sewage.

~~Sewer means a pipe or conduit for carrying sewage.~~

~~Storm sewer or storm drain means a sewer which carries stormwaters and surface waters and drainage, but excludes sewage and polluted industrial wastes.~~

~~Suspended solids means solids that either float on the surface of, or are in suspension in water, sewage or other liquids; and which are removable by laboratory filtering.~~

~~Watercourse means a channel in which a flow of water occurs, either continuously or intermittently.~~

Chapter 42 – Water and Sewers

ARTICLE III. – Sewers, DIVISION 1. Generally

Sec. 42-205. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

As used in this division:

Act shall mean the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 United States Code (USC) 1251.

Authorized representative of industrial user shall mean:

- a. A principal executive officer of at least the level of vice-president, if the industrial user is a corporation;
- b. A general partner or proprietor if the industrial user is a partnership or proprietorship, respectively;
- c. A duly authorized representative if the industrial user is a governmental entity;
- d. A duly authorized representative of the individual designated above if such representative is responsible for the overall operation of the facilities from which the industrial waste originates.

BOD (denoting biochemical oxygen demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees centigrade, expressed in parts per million by weight.

Building drain means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet outside the inner face of the building wall.

Building sewer means the extension from the building drain to the public sewer or other place of disposal.

CFR shall mean the Code of Federal Regulations.

City shall mean the City of Belton, Missouri.

City system or *City's system* shall mean the interceptor, trunk and connecting sewers including manholes, access, junctions, metering, sampling and related structures; pump stations, treatment plants and support facilities; land, easements, and rights-of-way; all as may be acquired from others, whether interim or permanent facilities and whether acquired or constructed as initially planned facilities or extensions thereof.

Combined sewer means a sewer receiving both surface runoff and sewage.

Commercial and industrial wastes shall mean water-carried wastes from commercial and industrial establishments as distinct from sanitary sewage.

Controlling authority shall mean the City of Belton, Missouri or the Little Blue Valley Sewer District. See *Section 42-262, Paragraph a. Authority* for an explanation of the controlling authority as it pertains to a specific development, depending on sewershed.

Department shall mean the Public Works Department of the City or its authorized representative.

Dilute or *dilution* shall mean the increase in the use of process water or in any other way attempting to dilute a discharge as a partial or complete substitution for adequate treatment.

District shall mean the Little Blue Valley Sewer District, a common sewer district incorporated pursuant to Sections 204.250 to 204.470 of the Revised Statutes of Missouri, as amended, or its duly appointed administrator.

District regulations for use and industrial pretreatment program shall mean the District's regulations, duly enacted and adopted pursuant to authority granted by Sections 204.250 and 204.470 of the Revised Statutes of Missouri, as amended, governing the rendering of wastewater disposal service to customers and users of the District within its service area, as such District regulations for use and industrial pretreatment program may be amended from time to time.

District system or *District's system* shall mean the interceptor, trunk and connecting sewers including manholes, access, junctions, metering, sampling

and related structures; pump stations, treatment plants and support facilities; land, easements, and rights-of-way; all as may be acquired from others, whether interim or permanent facilities and whether acquired or constructed as initially planned facilities or extensions thereof.

EPA shall mean the Environmental Protection Agency.

Garbage means solid wastes from the preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.

Industrial user shall mean an industrial manufacturing process, trade, business or governmental entity, including agencies of the United States government and their agents, which generates wastes and is a source for the introduction of nondomestic pollutants into the sewerage system.

Industrial wastes shall mean the liquid wastes from industrial processes as distinct from sanitary sewage.

Interference shall mean:

- a. A discharge which alone or in conjunction with a discharge or discharges from other sources causes the inhibition of treatment processes or other disruption of the sewerage system including prevention of wastewater sludge use or disposal in accordance with applicable State and Federal criteria.
- b. The discharge of pollutants which adversely affect the waters of the State or causes a violation of any requirements of the sewage treatment plant's NPDES permit (including an increase in the magnitude or duration of a violation).

Local limits shall mean the numerical discharge limitations, determined through analytical techniques placed on pollutants by the Controlling authority.

National categorical pretreatment standards or *categorical standards* shall mean any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act or found 40 CFR Subchapter N, Parts 401—471 which applies to a specific category of industrial users.

Natural outlet shall mean any outlet into a watercourse, pond, ditch, lake or other body of surface water or groundwater.

Natural watercourse shall mean a channel or location in which a flow of water occurs, either continuously or intermittently.

Normal sewage shall mean sewage which contains not over three hundred and fifty (350) parts per million of suspended solids and not over three hundred (300) parts per million of B.O.D. by weight, and which does not contain any of the materials or substances listed in [Section 42-259](#).

Parts per million shall mean a weight-to-weight ratio; the parts-per-million value multiplied by the factor 8.345 shall be equivalent to pounds per million gallons of water.

Pass through shall mean a discharge of pollutants as defined in 40 CFR 403.5(a) which exits the sewerage system into waters of the State or of the United States in quantities which may serve to cause a violation of the sewage treatment plant's NPDES permit.

Person shall mean any individual, partnership, firm, company, corporation, association, governmental entity or any other generally recognized entity.

pH shall mean the logarithm to the base ten (10) of the reciprocal of the number of gram ionic hydrogen equivalents per liter of solution.

Plant upset shall mean a temporary reduction in performance of a sewage treatment plant which may have been caused by wastewater discharged by industrial users.

Pollutant shall mean any dredged soil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, cheat, wrecked or discharged equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste discharged into water.

Pretreatment shall mean the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharge of such pollutants into the sewerage system.

Pretreatment requirement shall mean any substantive or procedural requirement related to pretreatment, other than a national pretreatment standard, imposed on an industrial user.

Pretreatment standard shall mean any regulation containing pollutant discharge limits promulgated by the EPA, State, District or City which applies to industrial users.

Prohibited discharge standard shall mean any pretreatment standard developed pursuant to 40 CFR 403.5 and as specified in the City's or District's regulations for use and pretreatment rules.

Properly ground garbage shall mean garbage that has been ground to such degree that all particles will be carried freely under the flow conditions normally prevailing in the City sewers, with no particle greater than one-half inch in any dimension.

Properly shredded garbage means the wastes from the preparation, cooking and dispensing of food that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension.

Public sewer shall mean a sewer in which all owners of abutting properties have equal rights and is controlled by public authority.

Receiving stream shall mean any natural watercourse into which sewage is discharged.

Sanitary sewer shall mean a sewer which carries sewage and to which stormwaters, surface waters and groundwaters are not intentionally admitted.

Sanitary sewage shall mean those wastes which are comparable to wastes which originate in residential units and contain only human excrement and wastes from kitchen, laundry, bathing, and other household facilities.

Sewage shall mean a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such groundwaters, surface waters, and stormwaters as may be present.

Sewage treatment plant shall mean any arrangement of devices and structures used for treating sewage.

Sewer shall mean a pipe or conduit for carrying sewage.

Sewerage/Sewage works/Sewage system shall mean all facilities for collecting, transporting, pumping, treating, and disposing of sewage.

Shall is mandatory; "may" is permissive, subject to approval by the City.

Significant industrial user shall mean industrial user who:

- a. Is subject to categorical pretreatment standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N; or is a standard industrial classifications industry; or
- b. Has a process discharge flow of twenty-five thousand (25,000) gallons or more per average work day, or contributes five (5) percent or more of the process wastestream of the average dry weather hydraulic or organic capacity of sewerage system; or
- c. Is designated by the Controlling authority, MDNR or the EPA on the basis that the industrial user, either singly or in combination with other contributing industries, has a reasonable potential for adversely affecting the sewerage system's operation or for violating any pretreatment standard or requirement; or
- d. Upon finding that an industrial user meets any part of the criteria above but has no reasonable potential for adversely affecting the sewerage system's operation or for violating any pretreatment standard or requirement, the Controlling authority may in accordance with 40 CFR 403.8(P)(6) determine that such industrial user is not a significant industrial user.

State shall mean the State of Missouri.

Storm sewer or storm drain means a sewer which carries stormwaters and surface waters and drainage, but excludes sewage and polluted industrial wastes.

Suspended solids shall mean solids that either float on the surface of, or are in suspension in, water, sewage, or other liquids, and which are removable by standard laboratory methods.

User shall mean any person discharging sewage to the sewage works.

Wastewater shall mean the liquid and water-carried domestic or nondomestic wastes from residences, commercial buildings, industrial facilities, and institutions, together with any groundwater, surface water, and stormwater that may be present, whether treated or untreated.

Waters of the State shall mean all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems, and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private which are contained within, flow through, or border upon the State or any portion thereof.

Watercourse shall mean a channel in which a flow of water occurs, either continuously or intermittently.

Section 3. That title of Chapter 42 – Water and Sewers, Article III. – Sewers, Division 2. Disposal Regulations, Section 42-259. – Wastes prohibited Belton Unified Development Code is hereby amended to read as follows with the deletion of the stricken text, and the addition of the highlighted text:

Chapter 42 – Water and Sewers

ARTICLE III. – Sewers, DIVISION 2. Disposal Regulations

Sec. 42-259. - ~~Wastes prohibited~~ changed to **Nonindustrial wastes prohibited.**

Section 4. That Chapter 42 – Water and Sewers, Article III. – Sewers, Division 2. Disposal Regulations, Section 42-262. – Wastes conditionally permitted; pretreatment Belton Unified Development Code is hereby amended to read as follows with the deletion of the stricken text, and the addition of the highlighted text:

Chapter 42 – Water and Sewers

ARTICLE III. – Sewers, DIVISION 2. Disposal Regulations

~~Sec. 42-262. – Wastes conditionally permitted; pretreatment.~~

- ~~(a) — The admission into the public sewers of any waters or wastes:~~
- ~~(1) — Having a five-day biochemical oxygen demand greater than 300 parts per million by weight;~~
 - ~~(2) — Containing more than 350 parts per million by weight of suspended solids;~~
 - ~~(3) — Containing any quantity of substances having the characteristics described in section 42-259; or~~
 - ~~(4) — Having an average daily flow greater than two percent of the average daily sewage flow of the city; shall be subject to the review and approval of the city council or its duly authorized representative.~~
- ~~(b) — When necessary in the opinion of the city council or its duly authorized representative, the owner shall provide, at his or her expense, such preliminary treatment as may be necessary to:~~
- ~~(1) — Reduce the biochemical oxygen demand to 300 parts per million and the suspended solids to 350 parts per million by weight;~~
 - ~~(2) — Reduce objectionable characteristics or constituents to within the maximum limits provided for in section 42-259; or~~
 - ~~(3) — Control the quantities and rates of discharge of such waters or wastes.~~

~~Plans, specifications and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the city council or its duly authorized representative and of the state division of health and no construction of such facilities shall be commenced until said approvals are obtained in writing.~~

Sec. 42-262. – Industrial Pretreatment Requirements and Permitting

- a. Applicability
- b. Acceptability of wastewater.
- c. Unusual wastes.
- d. Permitting provisions
- e. Regulatory control; condition, modification and transferring of permit.
- f. Inspection and sampling.
- g. Reports, tests of commercial and industrial wastes.
- h. Reporting requirements for permittee.
- i. Grease, oil and grit interceptors.
- j. Pretreatment facility.
- k. Accidental discharge.
- l. Enforcement.

a. Applicability

- 1) The City of Belton includes two sewage treatment districts. The approximate north-eastern half of the City is served by the Little Blue Valley Sewer District (LBVSD), defined in Section 42-205 as *the District*, and the remaining portion of the City is served by the Belton Wastewater Treatment Facility. A map outlining these sewer districts is available through the City and provided in the City of Belton Industrial Pretreatment Manual.
 - a. All industrial users and industrial wastes within the LBVSD (the District) and contributing sewage to the District system, per the definitions provided in Section 42-205, shall be subjected to the *District regulations for use and industrial pretreatment program* in addition to Section 42-262 of the City of Belton's UDC. For these users, the controlling authority shall be the District. Where these two regulations conflict the most stringent shall apply as determined by the City.
 - b. Section 42-262 shall apply to all industrial users and industrial wastes that are not within the District, per the definitions provided in Section 42-205. For these users the controlling authority shall be the City of Belton, Missouri.

b. Acceptability of wastewater.

The following materials, substances, and wastes shall not be discharged into the sewers:

- 1) Pollutants which create a fire or explosion hazard including, but not limited to wastestreams with a closed cup flashpoint of less than one hundred forty (140) degrees Fahrenheit (sixty (60) degrees Centigrade) using the test methods specified in 40 CFR 261.21. A lower limit may be prescribed to prevent odor nuisance.
- 2) Wastes having a pH less than 6.0 or greater than 9.0 or otherwise having chemical properties which are hazardous or are capable of causing damage to the sewerage works or personnel.
- 3) Garbage that has not been properly shredded or ground.
- 4) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through. Insoluble oils, fats, greases. So called soluble oils may be admitted to the extent of one hundred (100) mg/l.
- 5) Any solid or viscous material which could cause an obstruction to flow in the sewers or in any way interfere with the treatment process. Examples of such materials include, but are not limited to, ashes, wax, paraffin, cinders, sand, mud, straw, shavings, metal, glass, rags, lint, feathers, tars, plastics, wood and sawdust, paunch manure, hair and fleshings, entrails, lime slurries, beer and distillery slops, grain processing wastes, grinding compounds, acetylene generation sludge, chemical residues, acid residues, and food processing bulk solids.
- 6) Wastes containing phenolic compounds over ten (10) parts per million expressed as phenol.
- 7) Wastes containing cyanides or compounds capable of liberating hydrocyanic acid gas over one (1) part per million expressed as hydrogen cyanide.
- 8) Wastes containing sulfides over ten (10) parts per million expressed as hydrogen sulfide.
- 9) Chlorinated solvents.
- 10) Septic tank sludge, except that pre-approved by the controlling authority.
- 11) Any corrosive, noxious or malodorous material or substance which, either singly or by reaction with other wastes, is capable of causing damage to the sewerage works or creating a public nuisance or hazard, or prevent entry into the sewers for maintenance and repair.
- 12) Concentrated dye wastes or other wastes which are either highly colored or could become colored by reacting with other wastes.

- 13) Pollutants which result in the presence of toxic gases, vapors or fumes within the sewage works in a quantity that may cause acute worker health and safety problems.
- 14) Any trucked or hauled pollutants, except at discharge points designated by the controlling authority.
- 15) Any material or substance not specifically mentioned in this section which is in itself corrosive, irritating to human beings and animals, toxic or noxious, or which by interaction with other wastes could produce undesirable effects, including deleterious action on the sewerage works, adversely affect any treatment process, constitute a hazard to humans or animals or have an adverse effect upon the receiving stream.
- 16) Any discharge by an industrial user which causes pass through or interference, or causes an NPDES permit violation is prohibited.
- 17) Additionally, any discharge which violates the general and specific prohibited discharge standards set forth in 40 CFR 403.5(a) and (b) hereby incorporated, pretreatment standards, is prohibited. Compliance with all general and specific prohibitions shall be mandatory and shall not be waived.

c. Unusual wastes.

- 1) The introduction of radioactive wastes into the City system shall be permitted only if a special permit is obtained prior to introducing such wastes. While each case will be decided on its own merits, in general, decisions will be in accordance with the principles laid down in the Atomic Energy Act of 1954 (68 Stat. 919), Part 20, Sub-Part D-Waste Disposal, Section 20.303, or successor principles as established by the Atomic Energy Commission.
- 2) Wastes which are unusual in composition, i.e., contain an extremely large amount of suspended solids or B.O.D., are high in dissolved solids such as sodium chloride, calcium chloride, or sodium sulfate, contain substances conducive to creating tastes or odors in drinking water supplies or otherwise making such waters unpalatable even after conventional water purification treatment, or are in any other way unusual, shall be reviewed by the controlling authority, which will determine whether such wastes shall be prohibited from or may be admitted to the City system or shall be modified or treated before being admitted.
- 3) Wastes, which in the judgment of the controlling authority, are unusual or highly variable in volume, shall be subject to flow equalization or other forms of regulation as deemed necessary by the controlling authority.
- 4) No industrial user whose discharged sewage is treated by the District shall discharge sewage containing any pollutant in excess of the local limits of the Little Blue Valley Sewer District unless approved by the City.

- a. The City may apply these or other limits to sewage treated by sewage treatment plants other than those of Little Blue Valley Sewer District as the City determines to be necessary, applying generally accepted standards in making such determination.
 - b. In the event of conflict between local, State, or Federal regulations, the most stringent regulation shall apply as determined by the City.
- 5) No industrial user shall increase the use of process water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in any pretreatment standard.

d. Permitting provisions.

- 1) Permits for discharges to the Little Blue Valley Sewer District shall be processed and issued by the District. Permits for discharges to a sewage treatment plant other than the Little Blue Valley Sewer District shall be processed and issued by the City. The City shall submit to the District names and addresses of new or changed industrial users within the District. All new industrial users planning to discharge to the sewage system shall return a completed industrial user (IU) survey questionnaire to the appropriate agency before discharging to the system. The controlling authority may require any industrial user, whether or not classified as significant, to obtain an industrial user discharge permit. The City shall be responsible for directing industrial users to the appropriate agency.
- 2) All new industrial users classified as significant shall obtain an industrial user discharge permit before discharging to the sewage works. The permits of all existing industrial users shall be subject to review by the controlling authority and imposition of regulations consistent with this division within one hundred eighty (180) days after adoption of this division.
- 3) Information and data on a user obtained from reports, questionnaires, applications, permits, monitoring programs and inspections shall be available to the public or any government agency without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the controlling authority that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets. When requested by the person furnishing a report, and until such time as the information is determined not to be confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available upon written requests from governmental agencies for purposes related to this division and/or pretreatment programs; provided that, such portions of a report shall be available for use by the controlling authority or any governmental agency in judicial review or enforcement proceedings involving the user furnishing the report. Sewage constituents and characteristics shall not be recognized as confidential information. Information accepted by the City as confidential shall not be transmitted to any governmental agency or any person seeking such information by means of judicial process until and unless a ten (10) day notification or such lesser time as may be ordered by any court having jurisdiction, is given to the user furnishing the information for the purpose of giving such person the opportunity to contest said transmittal.

4) *Industrial user discharge permits application.* Industrial users required to obtain an industrial user discharge permit shall complete and file with the controlling authority an application in the form prescribed by the controlling authority. The controlling authority will evaluate the data furnished by the industrial user and may require additional information. After evaluation and acceptance of the data furnished, the controlling authority may issue an industrial user discharge permit. Industrial users required to obtain an industrial user discharge permit shall be required to obtain an industrial user discharge permit prior to or concurrently with obtaining a building permit.

5) *General.*

a. In addition to the provisions otherwise contained in this division, all industrial users discharging directly or indirectly into the City system are subject to and shall comply with all applicable provisions and requirements set forth in the Act, national categorical pretreatment standards, pretreatment requirements, prohibited discharge standards, and City regulations for use and industrial pretreatment program. Industrial users shall also comply with any specific local limits developed and implemented by the controlling authority.

b. The controlling authority shall deny or condition new or increased contributions of pollutants or changes in the nature of pollutants to the controlling authority's system by industrial users where such contributions do not meet applicable pretreatment standards or requirements or where such contributions would cause the controlling authority to violate its NPDES permit.

c. In addition to permitting requirements otherwise contained in this division, the controlling authority may issue industrial user discharge permits in accordance with its regulations for use and industrial pretreatment program.

e. *Regulatory control; condition, modification and transferring of permit.*

1) All industrial users discharging sewage within the City of Belton, Missouri shall be subject to regulatory control of the controlling authority. See *Section 42-262, Paragraph a. Authority* for an explanation of the controlling authority as it pertains to a specific development, depending on sewershed.

2) Industrial user discharge permits for discharges to the controlling authority shall be expressly subject to all provisions of this division and other conditions as deemed appropriate by the controlling authority using generally accepted standards to ensure compliance herewith. In addition to any user discharge quality criteria otherwise contained in this division, industrial users shall comply with and be subject to the wastewater quality criteria and standards set forth in the controlling authority's regulations for use and industrial pretreatment program, or any permit issued which causes pass-through or interference. Industrial users shall also comply with specific discharge prohibitions contained or incorporated by reference therein. Notwithstanding any provision of this division, compliance with all general and specific prohibitions shall be mandatory and shall not be waived.

3) Permits may contain the following:

- a. The average and maximum sewage constituents and characteristics;
 - b. Limits on rate and time of discharge or requirements for flow regulations and equalization;
 - c. Requirements for installation of inspection and sampling facilities;
 - d. Pretreatment requirements;
 - e. Specifications for monitoring programs which may include sampling locations, frequency and method of sampling, number and types of tests, and reporting schedules;
 - f. Requirements for submission of technical reports or discharge reports;
 - g. Requirements for maintaining plant records relating to sewage discharge as specified under this section, and affording the controlling authority access thereto;
 - h. Mean and maximum mass discharge rates, or other appropriate limits when incompatible pollutants are proposed or present in the user's sewage discharge;
 - i. Other conditions as deemed appropriate by the controlling authority to ensure compliance with this division;
 - j. Requirements for amending the permit if discharge is significantly changed.
- 4) The terms and conditions of the permit may be subject to modifications by the controlling authority during the term of the permit as limitations or requirements as identified in this section are modified or other potentially dangerous conditions exist. The user shall be informed of any proposed changes in a permit at least thirty (30) days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.
 - 5) Industrial user discharge permits are issued to a specified industrial user for a specific operation. Industrial user discharge permits shall not be reassigned or transferred to a different person, new industrial user, different premises, or a new or changed operation without the approval of the controlling authority. Any succeeding person or industrial user shall be required to apply for a new permit.
 - 6) Industrial user discharge permits issued by the controlling authority shall be expressly subject to all provisions of the controlling authority's regulations for use and industrial pretreatment program and other conditions as deemed appropriate by the controlling authority to ensure compliance with said regulations. The controlling authority may impose mass limitations on industrial users which are using dilution to meet applicable pretreatment standards, or in other cases where the imposition of mass limitations are appropriate. Permits shall be issued for three (3) years.

f. Inspection and sampling.

- 1) Any duly authorized representative of the controlling authority possessing proper credentials and identification shall be permitted to enter all properties at reasonable times for the purpose of inspection, observation, measurement, sampling and testing, and may make photocopies of such records during the inspection, in accordance with the provisions of this division.
- 2) The controlling authority may randomly sample and analyze the effluent from industrial users and conduct surveillance activities in order to identify independent of information

supplied by industrial users, occasional and continuous noncompliance with pretreatment standards.

3) Monitoring facilities and activities.

a. Significant industrial users shall provide and maintain at their own expense monitoring facilities to allow inspection, sampling and flow measurement and self-monitoring as required by the controlling authority's regulations for use and industrial pretreatment program or any permit issued thereunder. The frequency of controlling authority monitoring of industrial users will be determined by the controlling authority.

b. The monitoring facility shall normally be situated on the user's premises and not be obstructed by landscaping or parked vehicles, but the controlling authority may, when such location would be impractical or cause undue hardship on the user, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles.

g. Reports, tests of commercial and industrial wastes.

1) Any person discharging commercial and industrial wastes to the City sewers shall submit to the controlling authority at such intervals as it may prescribe a report accurately describing the character and quantity of all such wastes other than sanitary sewage discharge to the City sewers during the period covered by such report. In order to ensure compliance with this division, the controlling authority may at any time take such measurements, collect such samples, and run such laboratory analyses on representative samples of any wastes as may be deemed necessary. Cost of such analyses shall be assessed against the discharging person.

2) All measurements, tests, and analyses performed by such person or by the controlling authority shall be in accordance with techniques prescribed in the latest revision of Title 40, Code of Federal Regulations, Part 136, or successor documents as designated by the controlling authority.

3) All users subject to this division shall retain and preserve for not less than three (3) years, any records, books, documents, memoranda, reports, correspondence and any and all summaries, thereof, relating to monitoring, sampling and chemical analyses made by or in behalf of a user in connection with its discharge. All records which pertain to matters which are the subject of administrative action or any other enforcement or litigation activities brought by the controlling authority shall be retained and preserved by the user until all enforcement activities have concluded and all periods of limitation with respect to any and all appeals have expired.

h. Reporting requirements for permittee.

1) Within ninety (90) days following the date for final compliance with applicable pretreatment standards, the permittee may be required to submit a report indicating average and maximum daily flows and concentrations or mass of all pollutants from the regulated processes. The report shall also set forth whether or not the applicable pretreatment standards or requirements are being met on a consistent basis and, if not,

what additional operation and maintenance and/or pretreatment is necessary to bring the industrial user into compliance with the applicable pretreatment standards or requirements. Such report shall be signed by an authorized representative of the industrial user, and certified by a registered engineer or other appropriate qualified professional.

- 2) Any industrial user holding an industrial user discharge permit requiring a compliance schedule, after the compliance date specified in such permit, shall submit semiannually to the controlling authority, unless required more frequently in the permit, a report indicating the concentrations or mass of pollutants in the effluent which are limited by such permit. In addition, the report shall include a record of all daily flows which during the reporting period exceeded the average daily flow reported on the permit application.
- 3) The reports required by Subsection B. of this section shall contain the results of sampling, Chain of Custody and analysis of the discharge, including the flow and the nature and concentration, or production and mass where requested by the controlling authority, of pollutants contained therein which are specified by the industrial user discharge permit. Upon consent of the controlling authority, flows may be estimated on the basis of water consumption. The frequency of monitoring shall be prescribed in the permit.
- 4) In addition to the reporting requirements otherwise contained in this division, all industrial users shall submit to the controlling authority any and all information and reports required by the controlling authority, its regulations for use and industrial pretreatment program, or by the Act or by 40 CFR 403.12, including without limitation all applicable required: Baseline monitoring reports, compliance schedule progress reports, sampling analysis reports, periodic progress reports, notice of potential problem reports, notice of changed discharge, and noncategorical industrial user reports.
- 5) Substantial change in discharge. All industrial users shall notify the controlling authority of any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents prior to the introduction of such constituents into the City's system.
- 6) Hazardous waste. Industrial users shall immediately notify the City, District Administrator, and the EPA Regional Waste Management Division Director of the Missouri Waste Program in writing of any discharge into the controlling authority's system of a substance, which, if otherwise disposed of, would be a hazardous waste under, 40 CFR part 261. Such notification shall be given in the manner and include the items set forth in 40 CFR 403.12.
- 7) Accidental discharge. Industrial users shall immediately report to the controlling authority any accidental discharge as required by the controlling authority's regulations for use and pretreatment rules.
- 8) Signatory and certification requirement. Any industrial user report submitted pursuant to 40 CFR 403.12(b), (d) or (e) shall be signed and certified by an authorized representative of industrial user.

i. Grease, oil and grit interceptors.

Refer to Sections 42-260 and 42-261 for requirements pertaining to grease, oil and sand interceptors.

j. Pretreatment facility.

Any facilities required to pretreat sewage to a level acceptable to the controlling authority shall be provided and maintained at the user's expense. Plans, compliance schedules, and operating procedures shall be submitted to the controlling authority for review, and shall be acceptable to the controlling authority before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the controlling authority under the provisions of this division.

k. Accidental discharge.

- 1) Each industrial user shall provide protection from accidental discharge of substances regulated by this division or other toxic pollutants. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the industrial user's own cost and expense. The controlling authority may require that detailed plans showing facilities and operating procedures to provide this protection be submitted to the controlling authority for review, and be approved by the controlling authority before construction of the facility. Review and approval of such plans shall not relieve the industrial user from the responsibility to modify the facility as necessary to meet the requirements of these rules.
- 2) In the case of the accidental discharge, it is the responsibility of the industrial user to immediately telephone and notify the controlling authority of the incident. The notification shall include location of discharge, type of waste, concentration and volume, and corrosive actions. For those users contributing sewage to the District, the City shall notify the District of potentially dangerous spills within the City's sewage system discharging to the District.
- 3) Within five (5) days following an accidental discharge, the industrial user shall submit to the controlling authority a detailed written report describing the cause of the discharge and the measures to be taken by the industrial user to prevent similar future occurrences. Such notification shall not relieve the user of any liability which may be imposed by this rule or other applicable law resulting from such discharge.
- 4) In the event of a plant upset at the District's facility the City shall assist in any investigation into the cause.
- 5) A notice shall be permanently posted on the industrial user's bulletin board or other prominent place advising employees of the emergency notification numbers to call in the event of an accidental discharge. Employers shall ensure that all employees who may cause, suffer or become aware of such an accidental discharge are advised of the emergency notification procedure.

I. Enforcement.

- 1) For those industrial users contributing sewage to the City system, this section shall regulate enforcement. For those industrial users contributing sewage to the District system, those users shall be subjected to LBVSD regulations, including enforcement procedures, and in addition to enforcement procedures provided in this section.
- 2) *Controlling Authority Notification of violation.* Whenever the controlling authority finds that any industrial user has violated or is violating the City or District's regulations for use and industrial pretreatment program, or a permit or order issued thereunder, the controlling authority or its agent may serve upon said user written notice of the violation. Within ten (10) days of the receipt date of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted to the controlling authority. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation. Said person shall permanently cease all violations within the period of time stated in the notice and shall certify to the controlling authority that the correction has been accomplished.
- 3) Either as an alternative to any procedure established in this division or as an enforcement action thereunder, the controlling authority may seek injunctive relief for noncompliance with any provision of this division. In those areas discharging to the District, injunctive relief may be sought directly by the District as well as by the City.
- 4) Industrial users discharging to the City or District systems shall be subjected to the following:
 - a. *Notification of violation.* Whenever the controlling authority finds that any industrial user discharging to the controlling authority's systems has violated or is violating any provisions of this division, the controlling authority or its agent may serve upon said user written notice of the violation. Within ten (10) days of the receipt date of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted to the controlling authority. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation. Said person shall permanently cease all violations within the period of time stated in the notice and shall certify to the controlling authority that the correction has been accomplished.
 - b. If the violation is not corrected by timely compliance, or if a satisfactory correction plan is not submitted within said ten (10) day period, the City may order any user to show cause before the City why enforcement action should not be taken. Not less than ten (10) days written notice shall be served on the person violating these provisions specifying the time and place of a hearing before a City representative, the reason the action is to be taken, and the proposed enforcement action. The City may propose any enforcement action reasonably necessary to abate the violation, including discontinuation of sewage service. Based upon the evidence presented at the hearing, the City shall determine the appropriate enforcement action which should be taken, if any. This determination

may be appealed by filing a written petition with the Mayor within ten (10) days of the City's ruling. The Mayor shall fix a reasonable time for hearing the appeal before the Council of the City of Belton and shall give not less than ten (10) days' written notice to the user involved stating the time and place of the hearing. The Council shall promptly render a decision on the appeal and notify the user of its decision.

- c. With respect to any person found to be violating any provisions of this division who shall continue such violation beyond the time limit provided in Subsection a. of this section or after a final decision on the action to be taken pursuant to Subsection b. of this section, the City may refer the matter to the City Attorney or Prosecutor for action, and upon conviction of said person shall be subject to punishment in accordance with the City of Belton, Missouri Code of Ordinances. Each day in which such violation shall continue shall be deemed a separate offense.
 - d. Notwithstanding the procedures established in this division, in the event of an actual or threatened discharge to the sewage works which, in the judgment of the controlling authority, presents or may present an imminent and substantial danger to life, safety or sewerage system operation or integrity, the controlling authority may temporarily terminate such service as is necessary to avoid or abate such condition. Service shall be restored as soon as the emergency situation has been corrected. The controlling authority's decision to terminate service may be appealed by written petition to the Mayor pursuant to the provisions for hearing set forth in Subsection 4.b of this section. However, appeal of the decision shall not stay termination of the service.
 - e. In cases of repeated violations, the controlling authority may revoke the permit for the discharge of wastes into the sewage works, and discontinue water or sewage service, or both following written notice to the permittee of not less than ten (10) days providing an opportunity for said permittee to address a written petition to the Mayor requesting a hearing before the Council with respect to said revocation. The hearing shall be set within a reasonable time after receipt of the hearing request from the permittee. Following the hearing, the Council shall promptly announce its decision and provide a copy to the permittee.
- 5) Industrial users discharging to the City system shall be subject to the controlling authority's rules and regulations and industrial pretreatment program and shall be subject to enforcement measures by the controlling authority as authorized by State law, included but not limited to the following:
- a. *Consent orders.* The controlling authority may enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the industrial user responsible for the noncompliance. Such orders will include specific action to be taken by the industrial user to correct the noncompliance within a time period also specified by the order. Consent orders shall have the same force and effect as administrative orders.

- b. *Show cause hearing.* The controlling authority may order any industrial user which causes or contributes to violation of the controlling authority's regulations for use and industrial pretreatment program or industrial user discharge permit order issued thereunder, to show cause why a proposed enforcement action should not be taken. Notice shall be served on the user specifying the time and place for the meeting, the proposed enforcement action and the reasons for such action, and a request that the user show cause why this proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing. Such notice may be served on any principal executive, general partner or corporate officer of the user. Whether or not a duly notified industrial user appears as noticed, immediate enforcement action may be pursued.
- c. *Compliance order.* When the controlling authority finds that an industrial user has violated or continues to violate the controlling authority's regulations for use and industrial pretreatment program or a permit or order issued thereunder, the controlling authority may issue an order to the industrial user responsible for the discharge directing that, following a specified time period, sewer service shall be discontinued unless adequate treatment facilities, devices, or other related appurtenances have been installed and are properly operated. Orders may also contain such other requirements as might be reasonably necessary and appropriate to address the noncompliance, including the installation of pretreatment technology, additional self-monitoring, and management practices.
- d. *Cease and desist orders.* When the controlling authority finds that an industrial user has violated or continues to violate the controlling authority's regulations for use and industrial pretreatment program or any permit or order issued thereunder, the controlling authority may issue an order to cease and desist all such violations and direct those persons in noncompliance to:
- i. Comply forthwith;
 - ii. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and terminating the discharge.
- e. *Administrative fines.* Any user who is found to have violated any provision of the controlling authority's regulations for use and industrial pretreatment program, or permits and orders issued thereunder, shall be fined in an amount not to exceed one thousand dollars (\$1,000.00) per violation. Each day on which noncompliance shall occur or continue shall be deemed a separate and distinct violation. Such assessments may be added to the user's next scheduled sewer service charge and the controlling authority shall have such other collection remedies as it has to collect other service charges. Unpaid charges, fines, and penalties shall constitute a lien against the individual user's property. Industrial users desiring to dispute such fines must file a request for the controlling authority to reconsider the fine within ten (10) days of being notified of the fine. Where the controlling authority believes a request has merit, it shall convene a

hearing on the matter within fifteen (15) days of receiving the request from the industrial user.

f. *Recovery of costs to investigate and remediate.* The City reserves and protects its right to recover, from an industrial user found in violation of any provision of this chapter, any and all fines, fees, and costs to investigate and remediate impacts due to a violation.

g. *Emergency suspensions.*

i. The controlling authority may suspend the wastewater treatment service and/or the industrial user discharge permit of an industrial user whenever such suspension is necessary in order to stop an actual or threatened discharge presenting or causing an imminent or substantial endangerment to the health or welfare of persons, the controlling authority's system, or the environment.

ii. Any user notified of a suspension of the wastewater treatment service and/or the wastewater permit shall immediately stop or eliminate its contribution. In the event of the user's failure to immediately comply voluntarily with the suspension order, the controlling authority shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the controlling authority's system, its receiving stream, or endangerment to any individuals. The controlling authority shall allow the user to recommence its discharge when the endangerment has passed, unless the termination proceedings set forth in Subsection g. herein below are initiated against the user.

iii. An industrial user which is responsible, in whole or in part, for imminent endangerment shall submit a detailed written statement describing the causes of the harmful contribution and the measures taken to prevent any further occurrence to the controlling authority prior to the date of the hearing described in Subsection b. hereinabove.

h. *Termination of permit.* Any user who violates the following conditions of the controlling authority's regulations for use and industrial pretreatment program or an industrial user discharge permit or order, or any applicable State or Federal law, is subject to permit termination:

i. Violation of permit conditions;

ii. Failure to accurately report the wastewater constituents and characteristics of its discharge;

iii. Failure to report significant changes in operations or wastewater constituents and characteristics;

iv. Refusal of reasonable access to the user's premises for the purpose of inspection, monitoring, or sampling;

- v. Noncompliant industrial users will be notified of the proposed termination of their wastewater permit and be offered an opportunity to show cause under Subsection b. why the proposed action should not be taken.
- i. *Judicial remedies.* If any person discharges sewage, industrial wastes, or other wastes into the wastewater disposal system contrary to the provisions of the controlling authority's regulations for use and industrial pretreatment program or any order or permit issued thereunder, the controlling authority, through counsel, may commence an action for appropriate legal and/or equitable relief in the Circuit Court for Jackson and/or Cass County.
- j. *Injunctive relief.* Whenever an industrial user has violated or continues to violate the provisions of the controlling authority's regulations for use and industrial pretreatment program or permit or order issued thereunder, the controlling authority, through counsel may petition the court for the issuance of a preliminary or permanent injunction or both (as may be appropriate) which restrains or compels the activities on the part of the industrial user. The controlling authority shall have such remedies to collect these fees as it has to collect other sewer service charges.
- k. *Civil penalties.*
 - i. Any industrial user who has violated or continues to violate the controlling authority's regulations for use and industrial pretreatment program or any order or permit issued thereunder, shall be liable to the controlling authority for a civil penalty of not more than one thousand dollars (\$1,000.00), plus actual damages incurred by the controlling authority per violation per day for as long as the violation continues. In addition to the above described penalty and damages, the controlling authority may recover reasonable attorney's fees, court costs, and other expenses associated with the enforcement activities, including sampling and monitoring expenses.
 - ii. The controlling authority shall petition the court to impose, assess, and recover such sums. In determining amount of liability, the court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration, any economic benefit gained through the industrial user's violation, corrective actions by the industrial user, the compliance history of the user, and any other factor as justice requires.
- l. *Criminal prosecution.*
 - i. Any industrial user who knowingly makes any false statements, representations, or certifications in any application, record, report, plan or other document filed or required to be maintained pursuant to the controlling authority's regulations for use and industrial pretreatment program, or industrial user discharge permit, or renders inaccurate any monitoring device or method required under the controlling authority's regulations for use and pretreatment rules shall, upon conviction, be

punished by a fine of not more than one thousand dollars (\$1,000.00) per violation per day or imprisonment for not more than one (1) year or both.

- ii. In the event of a second conviction, the user shall be punishable by a fine not to exceed three thousand dollars (\$3,000.00) per violation per day or imprisonment for not more than three (3) years or both.
- iii. Such enforcement measurements shall be undertaken by the City in a manner authorized by State law and in the instances and following procedures set forth in the controlling authority's regulations for use and industrial pretreatment program developed in accordance with 40 CFR 403.8(f)(5), which shall contain detailed procedures indicating how the City will investigate and respond to instances of industrial user noncompliance.

Section 5. That Chapter 42 – Water and Sewers, Article III. – Sewers, Division 2. Disposal Regulations, Section 42-263. – Maintenance of pretreatment facilities Belton Unified Development Code is hereby amended to read as follows with the deletion of the stricken text:

Chapter 42 – Water and Sewers

ARTICLE III. – Sewers, DIVISION 2. Disposal Regulations

~~Sec. 42-263. – Maintenance of pretreatment facilities.~~

~~Where preliminary treatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation, by the owner at his or her expense.~~

Section 6. This Ordinance shall take effect and be in full force after passage and approval.

Section 7. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: May 10, 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: May 10, 2016

DIVISION: Engineering/Water Services

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

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

ISSUE/RECOMMENDATION:

Staff is proposing changes to Chapter 42 – Water and Sewers of the City’s Unified Development Code to formally adopt a comprehensive industrial pretreatment program. A public hearing at the May 10, 2016 City Council meeting to receive public input concerning adoption of an industrial pretreatment ordinance to regulate industrial users in the Belton Treatment Facility area upon proper notice advertised in the Friday, April 15, 2016 and Friday, April 22, 2016 editions of *The Democrat Missourian*, a weekly/daily newspaper of general circulation in the County of Cass, State of Missouri, as required by City code.

PROPOSED CITY COUNCIL MOTION:

Approve and authorize 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.

BACKGROUND:

Industrial pretreatment regulations are required by the State of Missouri and Environmental Protection Agency to protect Public Owned Treatment Works (POTWs).

Approximately half of the City’s sewage contribution (see attached figure) discharges to the Little Blue Valley Sewer District (LBVSD). LBVSD currently has and enforces pretreatment requirements including permitting for Belton industrial users within their sewer district. ROM Corporation for example is inside the LBVSD boundaries and recently obtained a permit through LBVSD to pretreat and discharge industrial wastes.

The southwestern half of the City contributes sewage to the City of Belton’s Wastewater Treatment Facility (WWTF). Current code allows for the City to regulate industrial users but it is recommended to enhance current code to be consistent with LBVSD. Consistency in the regulations between the two wastewater districts is important for effective administration of the City’s program. This will include a permitting procedure managed by City staff much like the current permitting requirements of LBVSD.

Code changes have been developed by engineering and wastewater division City staff with the input and direction from the City Attorney and LBVSD staff.

Staff will identify any potential industrial users currently in the Belton WWTF district and mail a survey similar to the LBVSD document presented to Council at the 4/19/16 Council work session.

IMPACT/ANALYSIS: N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve and authorize 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.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance

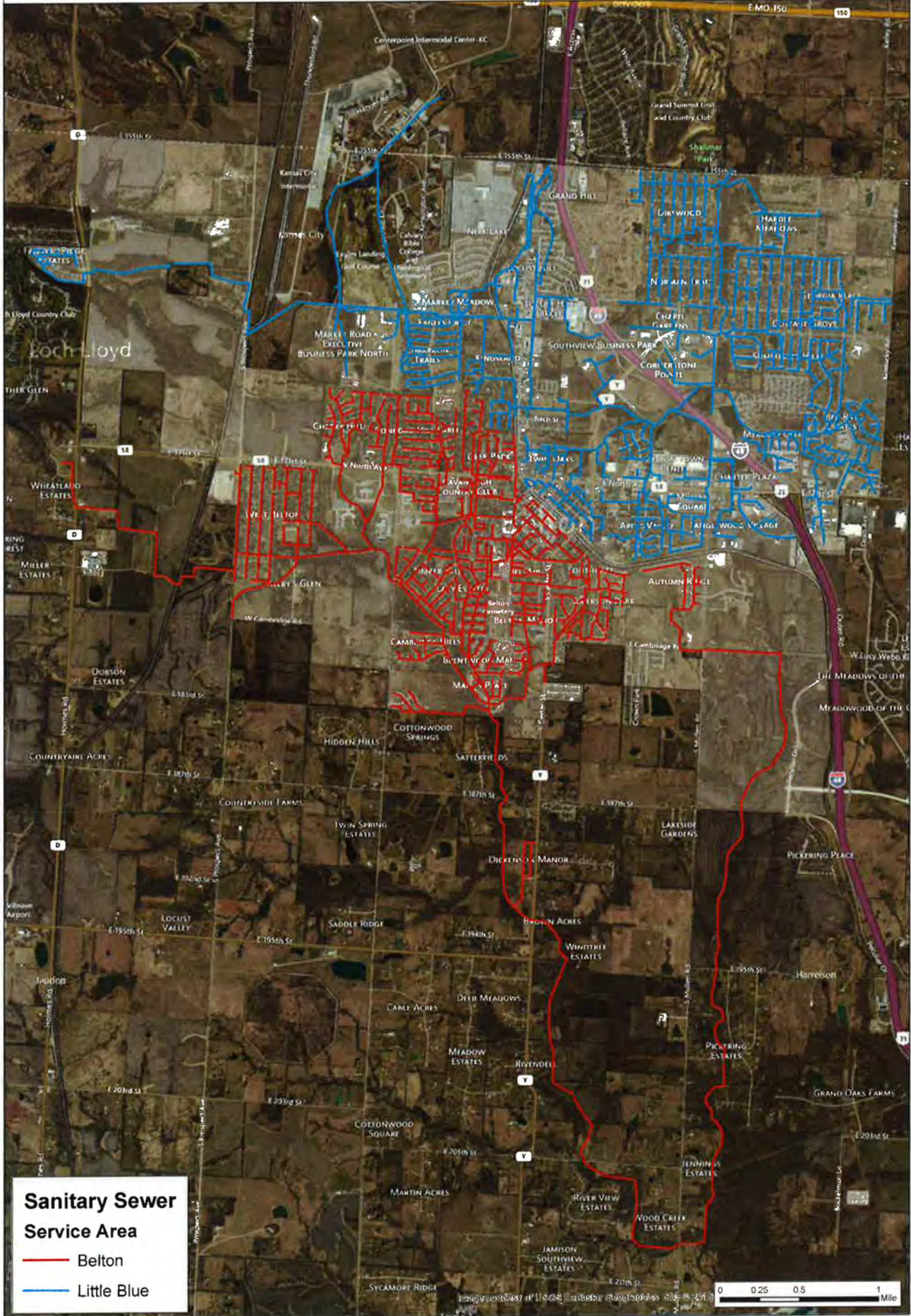
Proposed Code for Industrial Pretreatment

Sewer Service Area Map

Public Hearing Affidavit of Publication

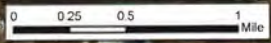


Sewer Line Service Areas



Sanitary Sewer Service Area

- Belton
- Little Blue



AFFIDAVIT OF PUBLICATION

CASS COUNTY PUBLISHING, publishers of THE CASS COUNTY DEMOCRAT MISSOURIAN, a newspaper published in the City of Harrisonville, County of Cass, State of Missouri, confirms that notice and/or advertisement of

CITY OF BELTON 3314331
CHARLOTTE BERRY
506 MAIN STREET
BELTON MO 64012
25361779 104

FOR THE PERIOD OF: 2 Day (s)
COMMENCING: 4/15/16
ENDING: 4/22/16
THE CASS COUNTY DEMOCRAT-MISSOURIAN
4/15/ 4/22/
27 28

Volume # 136

As representative of the publisher and notary, I acknowledge the statements set forth above as true.

Subscribed and sworn to before me, this Monday, April, 25, 2016. I certify that I was duly qualified as a Notary Public for the State of Missouri, commissioned in Jackson County, Missouri. My commission expires October 3, 2018.

Vickie L. Holden

Vickie L. Holden, Notary

BELTON CITY COUNCIL
TO HOLD PUBLIC HEARING
The Belton City Council will hold a public hearing at 7 p.m. Tuesday, May 10, 2016, City Hall Annex, 520 Main Street, to receive input concerning the following:
Adoption of an industrial pretreatment ordinance to regulate industrial wastewater in the Belton Treatment Facility service area.
All interested parties are encouraged to attend.
(15-22, 25361779)

Vickie L. Holden
Notary Public - Notary Seal
State of Missouri, Jackson County
Commission # 14394648
My Commission Expires October 3, 2018

SECTION VIII
F

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 155TH 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.

WHEREAS, with the replacement of the 155th 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 155th 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.

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 transfer as described above to the State of Missouri acting by and through the Missouri Highways and Transportation Commission by a quitclaim deed and any other necessary documents to effect this transfer in Attachment 1 hereto and made part hereof as fully as if set forth herein verbatim.

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: May 10, 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: May 10, 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 type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

With the replacement of the 155th 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 155th 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.

PROPOSED CITY COUNCIL MOTION:

At the May 10, 2016 City Council Regular Session, approve and authorize an ordinance authorizing and approving a transfer of City-owned property and all abutter's rights of direct access between 155th Street and City's abutting land in the NE ¼ of the NE 14 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.

BACKGROUND:

In 2014, the Cities of Belton and Grandview applied for federal funds to make improvements to the 155th 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 155th Street, west of I-49, also in 2017. This will be a key gateway for Belton.

IMPACT/ANALYSIS:

None

STAFF RECOMMENDATION, ACTION, AND DATE:

At the May 10, 2016 City Council Regular Session, approve and authorize an ordinance authorizing and approving a transfer of City-owned property and all abutter's rights of direct access between 155th Street and City's abutting land in the NE ¼ of the NE 14 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.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance
- Attachment 1: Quitclaim Deed
- Plan Sheets
- GIS Exhibit for Council Packet Only

Attachment 1
155th Street Right-of-Way Donation to MoDOT
Quitclaim Deed

CCO FORM: RW02
Approved: 6/93 (TLP)
Revised: 12/15 (AR)

COUNTY: Cass
ROUTE: I-49
PROJECT: J4P2256
PARCEL: 9

QUITCLAIM DEED

THIS INDENTURE, made this ____ day of _____, 2016, between City of Belton, of the County of Cass, State of Missouri, (hereinafter, "Grantor(s)"), and the STATE OF MISSOURI, acting by and through the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, (hereinafter, "Grantee").

Grantor(s)' Address: 506 Main Street, Belton, MO 64012

Grantee's Address: 600 NE Colbern Road, Lee's Summit, MO 64086

WITNESSETH:

The said Grantor, in consideration of the sum of ONE DOLLAR (\$1.00), to them paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents remise, release, and forever QUITCLAIM unto said Grantee, its successors and assigns, the real estate and interests in real estate in the County of Cass, State of Missouri, and described as follows:

A controlled access tract of land located in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2, T46N, R33W, Belton, Cass County, Missouri and more particularly described in the attached **Exhibit A-Legal Description**.

Also, all abutter's rights of direct access between 155th Street, and grantor's abutting land in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2, T46N, R33W, Belton, Cass County, Missouri.

TO HAVE AND TO HOLD THE SAME, with all and singular rights, immunities, privileges, and appurtenances thereunto belonging, unto the said Grantee, its heirs, successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first written above.

Signature

Print or Type

Signature

Print or Type

Signature

Print or Type

ATTEST:

ACKNOWLEDGMENT BY CITY

STATE OF MISSOURI)
)
COUNTY OF CASS) ss

On this ____ day of _____, 2016, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the (title) _____ of the City of Belton and that the foregoing instrument was signed and sealed on behalf of the City of Belton and that he/she acknowledged said instrument to be the free act and deed of the City of Belton and that it was executed for the consideration stated therein and no other.

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

Notary Public



My Commission Expires: _____

Missouri Highways Transportation Commission

Legal Description

Exhibit A

Tract 9 – City of Belton

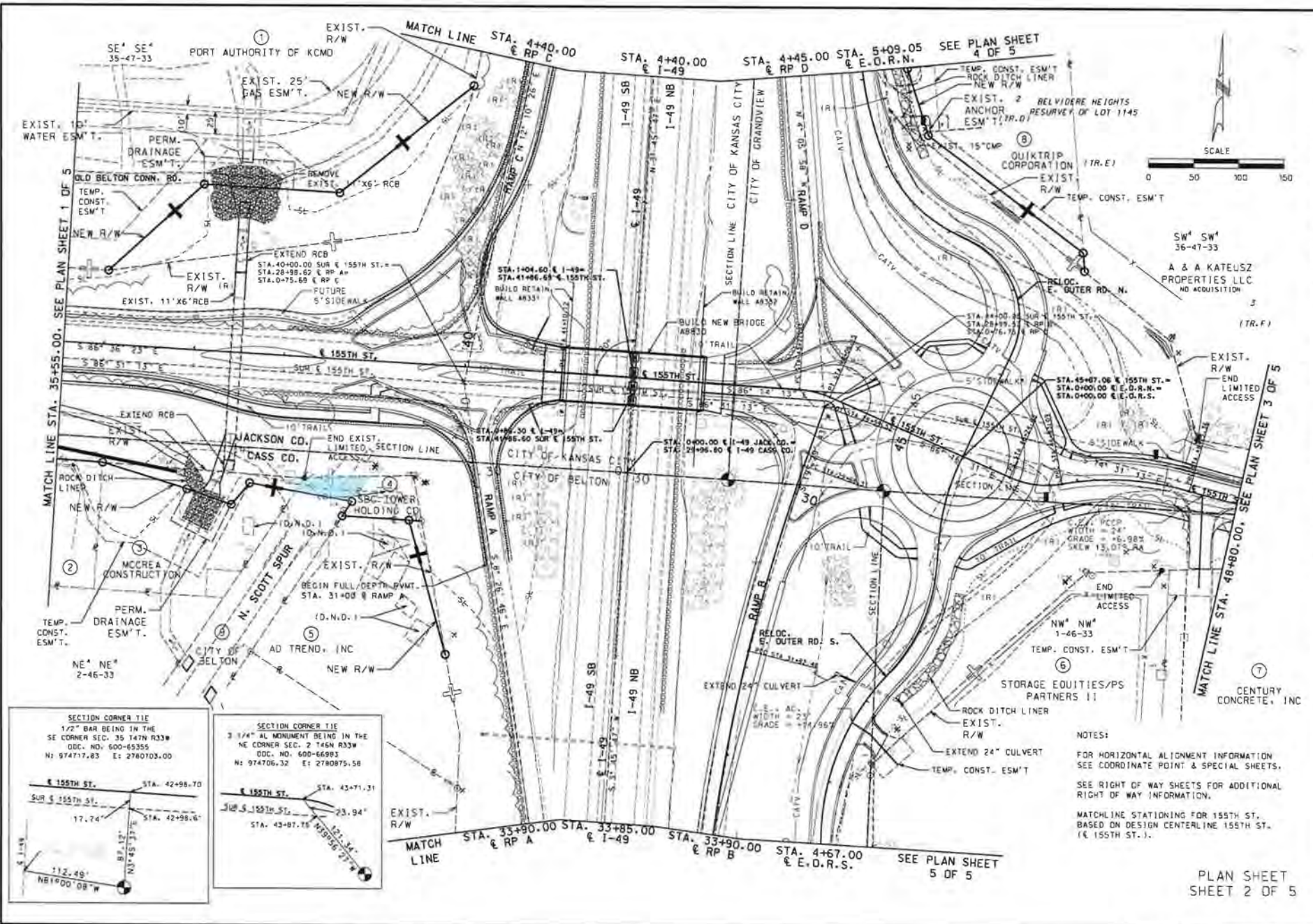
County Cass	Route I-49	Project Number J4P2256	Date Prepared 2/17/16	
Legal description contained on pages			1 of 1	
Professional Land Surveyor				
Print Name Christopher S Spears		MO PLS Number 2000148659		
Signature <i>Christopher S Spears</i>		Date 2/17/16		
 Missouri Highways and Transportation Commission 105 West Capital, Jefferson City, MO 65102 888-ASK MODOT (888)275-6636				Only the following legal descriptions contained in this "EXHIBIT A" are authenticated by this seal:

Missouri Highways and Transportation Commission
LEGAL DESCRIPTION
EXHIBIT A

All that part of grantor's real property and real property rights and interest in a controlled access tract of land located in the NE¼ of the NE¼ of Section 2, T46N, R33W, City of Belton, Cass County, Missouri, lying on the right or southerly side of the following described Surveyed Centerline of 155th Street, to wit: Beginning at a point 116.00 feet right of Station 38+30.00, which is a point on the southerly boundary of 155th Street; thence easterly along said boundary to a point 109.50 feet right of Station 39+00.94; thence southwesterly to a point 138.34 feet right of Station 38+84.00; thence northwesterly to a point 130.98 feet right of Station 38+21.14; thence northeasterly to the Point of Beginning; containing 1,471.40 square feet, more or less, of land.

The surveyed centerline of 155th Street is located and described as follows: Commencing at a ½" Bar at the SE Corner of Section 35, T47N, R33W; thence N 03° 45' 37" E a distance of 87.12 feet to a point on the existing surveyed centerline of 155th Street at Station 42+98.61; thence N 86° 31' 13" W a distance of 1098.61 feet to a point on the Survey centerline of 155th Street at Station 32+00.00.

Also, all abutter's rights of direct access between 155th Street, and grantor's abutting land in the NE¼ of the NE¼ of Section 2, T46N, R33W, City of Belton, Cass County, Missouri.



THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT.

DATE PREPARED	12/15/2015
PROJECT	I-49 MO
DISTRICT	KC 5
COUNTY	JACKSON/CASS
JOB NO.	JAP2256
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	

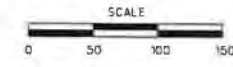
DESCRIPTION	
DATE	

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION



1-888-ASK-HOOD001 (1-888-275-5631)

PLAN SHEET SHEET 2 OF 5



SW 1/4 SW 1/4 36-47-33
A & A KATEUSZ PROPERTIES LLC
NO ACQUISITION

TR.F. 3
CENTURY CONCRETE, INC

END LIMITED ACCESS

TR.F. 1

TR.F. 2

TR.F. 3

TR.F. 4

TR.F. 5

TR.F. 6

TR.F. 7

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TR.F. 9

TR.F. 10

TR.F. 11

TR.F. 12

TR.F. 13

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TR.F. 189

TR.F. 190

10' 0" SCALE IS PRELIMINARY ON THIS SHEET. IT MAY VARY SLIGHTLY FROM THE FINAL AS-BUILT DRAWING.

Belton, MO



Legend

- Street
- Parcel
- Subdivision
- Parks
- Cemetery

1: 678



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

Notes

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

SECTION VIII
G

BILL NO. 2016-56

ORDINANCE NO. 2016

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 FALL FESTIVAL IN BELTON, MISSOURI IN JUNE 2016.

WHEREAS, the Belton Community Projects, Inc. has successfully sponsored, organized, promoted and provided administrative support for the Belton Community Days in Belton for many years; and

WHEREAS, the City of Belton has determined that the Belton Community Days is in the best interests of the City because it promotes the general health, safety and welfare of the City, provides economic development activities, and promotes a public purpose; and

WHEREAS, the City of Belton contributes to this public festival by providing access to special event liability insurance, use of city properties and services and assisting the sponsor with security and traffic control.

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

Section 1. That the City Council hereby authorizes and approves the Public Service Agreement, herein attached and incorporated as Exhibit A to this ordinance, to facilitate the Belton Community Days activities at Markey Park.

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 in full force and effect from and after the date of 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: May 10, 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 ____ 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



**PUBLIC SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF BELTON
AND
BELTON COMMUNITY PROJECTS, INC. (BCPI)**

This Agreement, made and entered into this ____ day of _____, 2016, is by and between Belton Community Projects, Inc., a Missouri nonprofit corporation ("BCPI"), and the City of Belton, Missouri, a Missouri constitutional charter city (herein after "City").

WITNESSETH:

WHEREAS, each year in June, BCPI sponsors the Belton Community Days ("Special Event") which is organized for the Belton Community and open to residents and visitors alike; and

WHEREAS, the City has determined that it is in the best interests of the City, because it promotes general health, safety and welfare of the City, provides economic development activities and promotes a public purpose, to allocate funds for the payment of the general comprehensive liability insurance for the Special Event and to fund the fireworks display presented at the Special Event.

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits from the services set forth herein, the City and BCPI agree as follows:

I. SCOPE OF SERVICES

BCPI will sponsor, organize, promote and provide administrative oversight for the Belton Community Days ("Special Event") on June 15-18, 2016 for the benefit of the citizens of the City of Belton, Missouri, as outlined in **Attachment A** of this agreement.

II. FINANCIAL CONTRIBUTION IN SUPPORT OF THE SERVICES

As a part of the Special Event, BCPI will present a fireworks display the cost of which will be paid by the City in an amount not to exceed \$2,500. In addition, the City agrees to pay for the general comprehensive liability insurance for the Special Event in an amount not to exceed \$2,500. The City shall also be named as an additional insured on said policy.

The City shall make payment upon receipt by the City of an invoice or similar documentation of the actual cost of said insurance and fireworks.

III. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be effective on June 15-18, 2016.

IV. ASSIGNMENT/SUBCONTRACTS

BCPI and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to the Agreement.

V. NON-DISCRIMINATION PROVISIONS

BCPI and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, disability, age, religion, sex, or national origin. BCPI will take affirmative action to ensure that applicants are employed in good faith. BCPI and its subcontractors will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

VI. COMPLIANCE WITH THE LAW

All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

VII. INTEREST OF LOCAL PUBLIC OFFICE

The Mayor nor any member of the City Council of the City, or any officer, employee, or agent of the City who exercises any functions or responsibilities in connection with review or approval of the services to which this Agreement pertains, shall have any personal interest, direct or indirect, in the Agreement or the proceeds thereof except as permitted by the laws of the State of Missouri.

VIII. INDEPENDENT CONTRACTOR

BCPI is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the Services provided for herein as an independent contractor.

IX. INDEMNIFICATION

BCPI shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, subject to the provisions set forth in the Missouri Sovereign Immunity Statute, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of BCPI or its agents, employees, or subcontractors, arising out of or in any way connected with the operations expressly authorized herein; provided, however, that BCPI need not save harmless the City from claims, demands, losses and expenses arising out of the sole negligence of the City, its employees or agents. In addition, the City shall not be liable or responsible in any manner to any subcontractor with whom BCPI has contracted for additional services under the terms of the Agreement.

X. TERMINATION OF THIS AGREEMENT

This Agreement may be terminated at any time by written, mutual agreement of all parties, provided all applicable laws and regulations are complied with. The City shall have the right at its option to terminate this Agreement and be free of all obligations hereunder in the event that BCPI is in default or violation of the terms of this Agreement.

Non appropriation of funds by the City Council shall not be considered a violation or default of this Agreement.

XI. NOTICE

Any notice required by this contract is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Notice to the City shall be addressed to:

City Manager
City of Belton, Missouri
506 Main Street
Belton, MO 64012

Notice to BCPI shall be addressed to:

BCPI, President
P.O. Box 424
Belton, MO 64012

XII. AMENDMENTS

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and BCPI mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

XIII. SEVERABILITY

It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

XIV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

BCPI, INC.
A non profit corporation

CITY OF BELTON, MISSOURI
A Municipal Corporation

President

Jeff Davis, Mayor

ATTEST:

ATTEST:

Secretary

Patti Ledford, City Clerk

ATTACHMENT A
COORDINATED SPECIAL EVENT ACTIVITIES

By Belton Community Projects, Inc.

- Solicit and organize vendors
- Hire subcontractors for trash and electric
- Promote special event through various media:
 - Brochures/Flyers
 - Websites
 - Local Cable Channel
- Provide for ADA accommodations in parking and accessibility on streets, ramps and sidewalks
- Advertise pet guidelines for promotion of safe and healthy environment
- Post special event signage
- Clean up streets and sidewalks – before and after
- Staff the special event
- Provide post-event evaluation

Request benefits and support from City (City Assistance)

Administration

- Insurance for special event coverage on city policy
- Water bills stuffed with special event flyer

Street Department

- Close public streets
- Traffic/parking cones/barricades

Water Department

- Water provided to vendors

Parks Department

- Trash barrels

Fire Department/BEMA volunteers

- Security and traffic control

Police Department

- Police officers assigned to special event area

SECTION VIII
H

BILL NO. 2016-57

ORDINANCE NO. 2016

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.

WHEREAS, the Freddy's Frozen Custard and Steak restaurant has received city approval of their final site development plan, final plat, and final construction plans, and

WHEREAS, the Belton Planning Commission received a request for Special Use Permit to allow a 60-foot pole sign for the Freddy's Frozen Custard and Steak restaurant on a property located at 1822 E. North Avenue, in the City of Belton, Missouri, and

WHEREAS, a special use permit is necessary due to the pole sign exceeds the maximum city height limitation of six-feet (6'), and

WHEREAS, a public hearing was held before the Belton Planning Commission on May 2, 2016 in accordance with the provisions of Section 40-2 of the Unified Development Code of the City; and

WHEREAS, notice of the hearing was sent to property owners within 185-feet of the subject property by certified mail on April 8, 2016; and

WHEREAS, the Planning Commission also discussed several site elements such as land contours, building elevations, and clear sight distances, before they agreed on a decision, and

WHEREAS, the Belton Planning Commission voted by a majority (7-0) of those present to recommend APPROVAL of the Special Use Permit to the City Council without condition(s).

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

Section 1. That the proposed sixty-foot (60') pole sign on property zoned C-2 (General Commercial), and located as 1822 E. North Avenue, in the City of Belton, Missouri, is hereby approved for a Special Use Permit in accordance with Section 40 of the Unified Development Code.

Section 2. That 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 the date of its passage and approval.

PUBLIC HEARING AT PLANNING AND ZONING: May 2, 2016

READ FOR THE FIRST TIME: May 10, 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 _____ 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 _____, after the second reading thereof by the following vote, to-wit:

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

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



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM
TUESDAY, MAY 10, 2016 / 7:00 P.M.**

DATE: May 10, 2016
 ASSIGNED STAFF: Robert G. Cooper, City Planner
 DEPARTMENT: Community Planning & Development

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

ISSUE

Infinity Sign Systems, on behalf of Freddy’s Frozen Custard and Steaks, Inc., has requested a Special Use Permit, to allow a 60-foot pole sign to be located in a C-2 (General Commercial) district. Located on the west side of Interstate 49, just north of 58-Highway, adjacent to the Cedar Tree shopping center. The physical street address is 1822 E. North Avenue.

NATURE OF THE REQUEST

The applicant is asking the Planning Commission to allow a pole sign to be installed at the northeast corner of the site, facing I-49. The proposal is a mono-pole sign, elevated to 60-feet, with a 260-square foot sign face.

One of the purposes of the sign code is to achieve balance among differing and at times competing goals, such as, encourage the effective use of signs as a means of communication for businesses in the city and, to minimize the possible adverse effects of signs on nearby public or private property, and to implement the goals and objectives of the growth management plan.

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

STAFF REPORT

Welfare and Convenience of the Public

The property sits adjacent to I-49 near the 58-Highway interchange. The Freddy’s restaurant will serve the local area with dining amenities. The proposed pole sign will be situated at the northeast corner of the site, clearly visible from the Interstate and area roads making it an easily identifiable landmark, thus adding to the convenience to the general public.

Injury to Surrounding Property

The surrounding area is zoned for commercial and retail use. The projected view of the elevated sign will be a north-south orientation...to be viewed by motorist on Interstate-49 with the projected view of the sign to run perpendicular to the Interstate.

This property is bordered by Interstate-49 to the east with commercial / retail property to the north, south and west. Two commercial shopping centers are located adjacent to the Freddy's restaurant.

Domination of the Neighborhood

This property has frontage along 58-Highway (North Avenue), adjoining commercial users and commercially zoned properties, which encompass the surrounding area. The applicant believes no adjacent property owner will be negatively affected by the special use request. The applicant also believes the sign will have an opposite affect by increasing public awareness of the location of the newest restaurant.

City staff has not received any public comment, either in favor of or opposed to, the requested special use permit allowing a 60-ft. pole sign.

Currently, there are existing pole signs, all of which are located within a half-mile radius of the Freddy's restaurant, which are at least forty-feet in height. McDonald's restaurant has a 76-foot pole sign; Ad Trend Advertising has two 45-foot billboard signs; Belton Regional Hospital has a 40-foot pole sign at their facility, Transwest Trucks and Trailers has a 40-ft. sign, and the Texas Roadhouse has a recently approved 30-ft. pole sign.

Proposed Use will not detract or encroach upon welfare or convenience of the public

It appears to staff, the proposed pole sign will not detract or encroach upon the welfare or convenience of the public. The Freddy's pole sign is designed to enhance good aesthetics and preserve property values by preventing a potentially unsightly and chaotic development that would have a blighting influence upon the community.

The sign structure will be required to meet city code as it relates to design, setback, and landscaping.

Staff Recommendation

Staff recommends approval of Special Use Permit16-05, to allow a 60-foot pole sign for the Freddy's Frozen Custard and Steak restaurant, as presented.

PLANNING COMMISSION RECOMMENDATION(S):

Approve Special Use Permit #16-05 as presented, to allow a 60-ft. pole sign for the Freddy's Frozen Custard and Steak restaurant, to be located in a C-2 (General Commercial) district, addressed as 1822 E. North Avenue.

ATTACHMENTS:

1. Sign Elevation
2. Site Plan
3. Sign Location Map



SCOPE OF WORK:

Manufacture and install (1) one D/F internally illuminated pylon sign. The sign is fabricated of .050 aluminum skinned over an angle-iron frame and painted to match PMS 186C. The sign has 3" retainers and WHITE flexible faces with 230-33 RED translucent vinyl graphics applied to the first surface. The sign will be illuminated by Metal Halide lamps that are located inside the 36" deep cabinet.

All electrical to be UL Approved.
Pole and footing TBD.

60'-0"

Scale: 1/8" = 1'

DESIGN TYPE	
<input type="checkbox"/> INTERIOR	<input type="checkbox"/> EXTERIOR
<input type="checkbox"/> NEON DISPLAYS	<input type="checkbox"/> CHANNEL LETTERS
<input type="checkbox"/> NON ILLUM SIGNAGE	<input type="checkbox"/> REV CHANNEL LETTERS
<input type="checkbox"/> DUEL POLE SIGN	<input type="checkbox"/> SINGLE POLE SIGN
<input type="checkbox"/> MONUMENT SIGN	<input type="checkbox"/> DIRECTIONAL
<input type="checkbox"/> CHANGEABLE READER BOARD/ELE. DISPLAYS	

PROJECT TYPE	
<input type="checkbox"/> NEW CONSTRUCTION	
<input type="checkbox"/> REMODELING	
<input type="checkbox"/> TENANT CHANGES	
<input type="checkbox"/> LANDLORD IMPROVEMENTS	
<input type="checkbox"/> CORPORATE CHANGES	
<input type="checkbox"/> AMENDMENTS TO EXCISING SIGNAGE	

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

NOTICE:

ALL GRAPHIC REPRODUCTIONS ARE SUBJECT TO APPROVAL BY AUTHORIZED CLIENT. AS OF APPROVAL BY THE UNDERSIGNED & DATED PRIOR TO ANY FABRICATION OF PRODUCT, THE CITY SIGN COMPANY HOLDS ALL AGREEMENTS FINAL AND TO CLIENT APPROVAL.

Signed: _____ Date: _____
Sales Rep: _____ Date: _____



DRAWING NO.	3840
SALES DEPT:	Tim Merchese
DRAWN BY:	<i>Amy Cox</i>
Scale: As Noted.	INSPECTED BY:
Date: 10.13.15	
Location: Belton, MO	



FILE COPY

Robert Cooper

From: Infinity Sign Permits <permits@infsign.com>
Sent: Thursday, May 05, 2016 11:42 AM
To: Robert Cooper
Cc: 'Brooke Braun'
Subject: FW: Freddy's Belton flag test info
Attachments: Scan.pdf

From: Greg Waldo [<mailto:gregw@freddysusa.com>]
Sent: Thursday, May 05, 2016 11:15 AM
To: Patrick Swender (patrick@infsign.com) <patrick@infsign.com>; Brooke Braun <bbraun@infinitysignsystems.com>
Subject: Freddy's Belton flag test info

Pat/Brooke,
Attached please find the info from the flag test.

Flag test was done Tuesday March 16 by Greg Waldo , Freddy's Director of Corporate Construction and a representative from Infinity Sign Systems. Purpose of test was to determine highway sign location and height. Site Plan submitted with our application shows the desired location within our sign easement.

From southbound I-49: The mass of trees on the property directly north of Freddy's parcel blocked views to sign flag when raised to 50' height. We then raised to 60' height and the flag was just barely visible above the trees.

From northbound I-49: When I drove to where you needed to make a decision to get off the highway and take the exit ramp from northbound direction you could not see a highway sign at any height. So I then set on the Highway 58 bridge across I-49 to see at what height cars approaching the site could see our highway sign. Both 50' and 60' heights gave good visibility from this spot.

Due to the existing mass of trees off our property dictating the sign height we ask for permission to construct Freddy's highway sign at 60'.

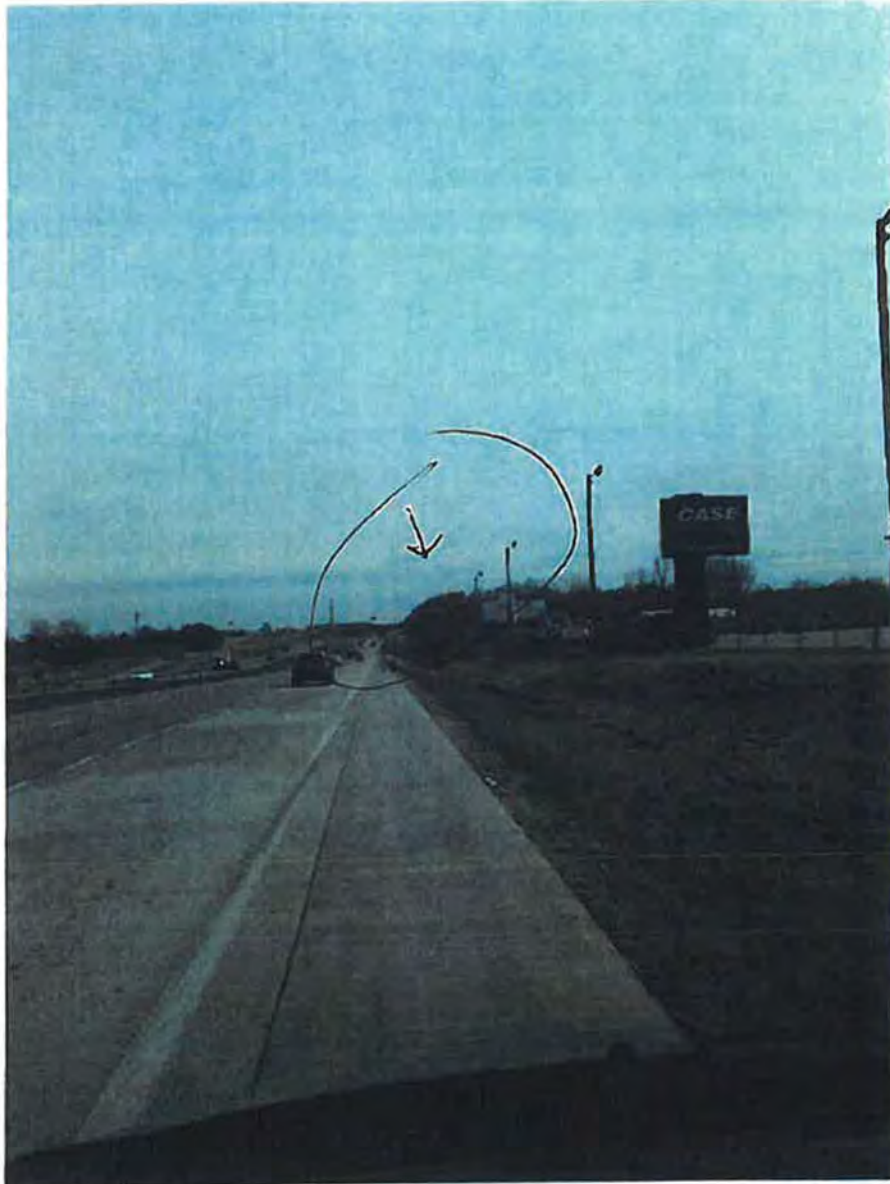
Greg Waldo



Freddy's Frozen Custard & Steakburgers
260 N. Rock Road, Suite 200 | Wichita, KS 67206
T: 316-719-7824 | f: 316-719-7801 | c: 316-640-7418

FILE COPY
MAY 05 2016

@ 60' barely
visible from south
bound I-49



FILE COPY

MAY 05 2016

@ 60' from Hwy 58
bridge looking north



SECTION VIII
I

BILL NO. 2016-58

ORDINANCE NO. 2016

AN ORDINANCE EXTENDING AND AMENDING THE FARM LEASE AGREEMENT WITH DANNY CHEVALIER TO CONTINUE LEASING THE CITY PROPERTY ADJACENT TO MARKEY ROAD FOR PLANTING, CULTIVATING AND HARVESTING AGRICULTURAL CROPS.

WHEREAS, the City of Belton owns a tract of land adjacent to Markey Road, as illustrated on **Exhibit A**, herein attached and incorporated to this ordinance; and

WHEREAS, the City has leased this tract of land to Danny Chevalier under a Farm Lease Agreement approved on April 26, 2011, herein attached and incorporated as **Exhibit B**; and

WHEREAS, the current lease terms expired on December 31, 2015, as set by the amendment in 2012 herein attached as **Exhibit C** for City Council reference; and

WHEREAS, the City of Belton desires to extend the terms of the lease for one year with a revised lease price of \$1,850.00; and

WHEREAS, the City Council believes this lease extension and amendment is in the best interest of the city to continue to lease the city property to the farmer who has previously leased the property and has demonstrated good farming practices.

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

Section 1. That the Farm Lease Agreement with Danny Chevalier is hereby amended as follows:

C. TERM OF LEASE

1. Term.

- (a) Term. Subject to prior termination as provided herein, the term of this lease shall be extended for one growing season commencing May 10, 2016 and expiring March 30, 2017.

F. RENTAL

1. Lessee agrees to pay by May 15, 2016 to the City one thousand eight hundred and fifty dollars (\$1,850.00); All payments shall be made to the City of Belton, 506 Main Street, Belton, Missouri 64012.

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

READ FOR THE FIRST AND SECOND TIME: May 10, 2016

Mayor Jeff Davis

Approved this ____ day of May, 2016.

Mayor Jeff Davis

ATTEST:

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

Belton, MO



Legend

- Street
- Parcel
- Subdivision
- Cemetery

0.2 0 0.10 0.2 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

Notes



FARM LEASE AGREEMENT

THIS LEASE, made and entered into this 26th day of April, 2011, between the CITY OF BELTON, a municipal corporation organized and existing as a city of the fourth class under the laws of the State of Missouri, hereinafter referred to as "City" or "Lessor" and Danny Chevalier, hereinafter referred to as "Lessee".

RECITALS

- A. The City has determined that the lease herein embodies reasonable and necessary terms and conditions for preservation and operation of farming operation and recognizes that in order to provide for the successful operation of said farming operation for the greatest benefit of the public this facility must be considered to be a business enterprise under this lease.
- B. Lessee warrants that it and its personnel shall have capacity, knowledge, expertise and desire to operate and preserve the aforesaid farming operation under the terms and conditions provided herein.

The lessee and his employees shall at all times during the performance of work under the terms of this Agreement comply with all applicable federal, state and local statutes. The lessee and his employees, operating agencies on farm must be familiar with and comply with all local, county and state, and specific traffic regulations established for the streets, roads leading to and from the farm.

THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

A. DESCRIPTION OF LEASED PREMISES:

1. Farm area. The leased premises (sometimes referred to as "premises" of "facilities") consist of certain real property located in the City of Belton, Missouri, all as more particularly shown on Exhibit "A" which is attached hereto and made a part hereof.
2. Lessee having inspected said premises, does accept same together with improvements thereon all in as "AS IS" condition and lessee acknowledges that no representation, statements or warranties, expressed or implied, have been made by or on behalf of the City in respect to their condition or the use or occupation that may be made thereof, and that the City shall in no way whatsoever be liable for any latent defects in the premises, improvements or facilities provided herein and that lessee takes possession hereunder and agrees that the City shall have no obligation to improve, repair, restore, rebuild, refurbish or otherwise incur any expense in improving and/or changing

the condition of the premises at such times hereafter during the term of this lease or any extension thereof. Lessee acknowledges that its representatives have visited premises and all appurtenant facilities and have otherwise become fully acquainted with the conditions relevant to the premises and their operation.

B. USE:

1. Farm Area. The premises shown in Exhibit A shall be used solely for the planting, cultivating, and harvesting of agricultural crops and for no other use without the written consent of the City.
2. Prohibited Activities. Lessee agrees not to use the premises for, or to carry on or permit any offensive, noisy or dangerous activity or any nuisance or anything against public policy. Lessee further agrees not to use or permit the use of the premises for any purpose which would increase existing rates of insurance or cause cancellation of any insurance policy carried by the City lessee. Lessee agrees to comply with and conform to all laws and ordinances, municipal, state, federal and/or other governmental authority and any and all requirements or orders of any municipal, state, federal or other governmental board of authority, present or future, relating to the condition, use of occupancy of the premises all to the perfect exoneration from liability of the City.

C. TERM OF LEASE

1. Term.

(a) Term. Subject to prior termination as provided herein, the initial term of this lease shall be three (3) for a year period commencing April 26, 2011, and expiring December 31, 2013.

2. Early Termination. Lessor may, at its option, and with thirty (30) days written notice to Lessee, terminate this lease with or without cause. In the event the Lessor makes such election, Lessor will not be responsible to reimburse to Lessee any costs expended at the time of election of Lessor.

D. ALTERATIONS

1. Alterations: Notice to City. Lessee agrees to not make any material and/or structural alterations, changes and/or additions to the premises without the prior written consent of the City. Lessee agrees to indemnify and save the City harmless from all liens, claims, demands and/or costs (including, without

limitations, attorneys' fees) arising out of any alterations, changes and/or additions made by lessee as herein allowed and lessee agrees not to suffer any such lien or charge to be created. Any improvements made by lessee shall revert to lessor, at no cost, at the termination of the lease.

E. MAINTENANCE AND REPAIRS

1. The tenant will cultivate and manage the Farm according to good farming practices; and keep all ditches, drains and watercourses open, clean and in good working order. The tenant will not contaminate or allow to be contaminated any water, well, pond, or lake on the farm.
 - The tenant will make a reasonable effort to retard and prevent soil erosion.
 - The tenant will do its best to prevent any noxious weeds from going to seed.
 - The tenant will not remove or allow removal of any soil.

F. RENTAL

1. Lessee agrees to pay by May 15, 2011 to the City, for the first year one thousand two hundred and fifty dollars (\$1,250.00); April 15, 2012 for the second year one thousand five hundred dollars (\$1,500.00); and, April 15, 2013 for the third year one thousand seven hundred and fifty dollars (\$1,750.00). All payments shall be made to the City of Belton, 506 Main Street, Belton, Missouri 64012.

G. LIENS

1. Lessee shall keep the premises and any improvements thereon free from any and all liens arising out of any work performed, materials furnished or obligations incurred by lessee, its employees, agents and contractors and lessee agrees to reimburse the City for any attorney's fees incurred in defense of proceedings to establish, enforce or foreclose such liens.

H. TAXES

1. Additional Taxes. If at any time during the lease term, under the laws of the State of Missouri or any political subdivision thereof, a tax or excise on rents or any other tax however described is levied or assessed against lessee on the rent or any portion thereof payable hereunder, lessee covenants to pay and discharge such tax or excise or rents on or before the last day upon which same, or any installment thereof, if the same is being paid in installments, may be paid prior to delinquency.

I. UTILITIES; INSTALLATION OF METERS AND PAYMENTS, ETC.

1. Trash. The prompt, efficient collection and disposal of trash, clippings and refuse is essential to the proper maintenance of the facilities and premises and lessee shall be responsible for such collection and disposal from the premises at its own expense and in accordance with the applicable laws and ordinances. Lessee shall not pile or store (except temporarily awaiting prompt collection in service areas out of public view and approved by City) clippings, trimmings, cans, barrels, cartons, used equipment, scrap or other similar debris on or about the premises.

J. SIGNS

1. Lessee shall not permit, allow or cause to be erected, installed, maintained, painted, displayed and/or used on, in or at the premises or any part thereof, any exterior or interior sign whatsoever or advertising devices, without obtaining the prior written consent of the City, which consent shall not be reasonably withheld in regard to such advertising signs promoting the facilities.

K. INDEMNIFICATION

1. This lease is made upon the express condition that lessee agrees to hold the City harmless from all liability, penalties, losses, damages, costs, expenses, causes of action, claims and/or judgments arising by reason of any injury or damage to any person or persons, including without limitation, lessee, its servants, agents, and employees, or property of any kind whatsoever while in, upon or in any way connected with the lessee's use or operation on the premises, or the appurtenances, including the flooding of roads or neighboring lands caused by improper or inadequate drainage, or the use of any equipment of lessee's on or off the premises, during the term of this lease or any occupancy hereunder. Lessee hereby covenanting and agreeing to indemnify, protect and save the City harmless from all liability, loss, costs and obligations on account of or arising out of any such injuries or losses however occurring, in except as may result from the sole negligence of the City or its officers, agents or employees.

Lessee, as a material part of the consideration to be rendered to the City, hereby waives all claims against the City for damages to goods, wares, merchandise and/or personal property in, upon or about the premises, excepting damage solely resulting from the wanton acts or willful omissions of the City or its officers, agents or employees.

L. INSURANCE

1. Liability. Lessee agrees to at all times herein, maintain general public liability insurance in limits of not less than one million and no/100 dollars (\$1,000,000.00) combined single limit coverage.
2. Form of Policies. All insurance policies required, pursuant to the terms hereof, shall name the City as an additional insured and shall contain a provision that such policy shall not terminate (by expiration, lapse or otherwise) nor be amended in any manner so as to adversely affect the amount of scope of coverage without at least ten (10) days prior written notice to the City. Lessee shall deliver to and keep in possession of City at all times during the pursuant to the terms of this Agreement. If at any time during the term hereof, lessee does not deliver to City at least five (5) days prior the expiration thereof, certificates or other evidence satisfactory to City evidencing the proper renewal or replacement of such expiring policy of insurance required pursuant to the terms hereof, City shall have the right, but not the obligation, to obtain such insurance as City shall determine to be necessary to protect City's interest, and the costs of such insurance shall be deemed to be additional rent, payable upon demand by City. As a further remedy hereunder, City shall have the right, to the extent permitted by law, if such certificate or other evidence of insurance required pursuant to the terms hereof is not presented at least five (5) days prior to the expiration of such insurance, to refuse to permit lessee to open its business upon the premises so long as City has not received such evidence of insurance, and to take such actions, including but not limited to securing and locking doors and entrances to the premises, as is necessary to enforce its refusal to permit lessee to open for business as hereinabove provided, all without being guilty of any violation of the lease and without such actions causing or allowing of the abatement of rent hereunder.

M. INSPECTION OF PREMISES

1. Lessee shall permit the agents, employees or appointees of the City to enter in and upon the premises at all reasonable times for the purpose of inspecting the same.

N. EMINENT DOMAIN

1. If the entire premises shall be taken by consideration by any governmental authority or conveyed in lieu of condemnation, or if a portion of the premises shall be so taken or conveyed so as to render the premises untenable for the purpose of this lease, this lease shall terminate as of the date of possession shall be required by said governmental authority, and the parties shall be released from all further liability hereunder, except the City shall rebate to lessee any advance minimum rental payment made

to secure occupancy and operations which would otherwise have occurred after taking by condemnation.

O. LESSEE WARRANTIES AND PRESENTATION

1. Lessee represents and warrants to the City, and the City relies on said representations warranties in entering into this lease as follows:
 - (a) Lessee on this basis of experience and skill of lessee shall adequately maintain demised premises.
 - (b) Lessee shall return the demised premises in its original condition as when let.

P. DEFAULT

1. Event of Default Defined. Subject to other, more specific provisions, hereof, each of the following events, occurrences, or omissions shall be deemed an event of default:
 - (a) If lessee, after written notice, shall default in payment of rent or any other sum or sums due under this lease for fifteen (15) days.
 - (b) If lessee, within thirty (30) days after written notice, fails to cure a material breach in the performance of observance of any other term, covenant or condition of this sublease, except if such default or omission complained of shall be of such a nature that the same cannot be completely cured or remedied within said thirty (30) day period, and if lessee shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default.
 - (c) Abandonment or vacation of the premises, or failure to adequately maintain or operate the premises in accordance with the provisions hereof;
 - (d) The filing or execution of occurrence of:
 - (1) A voluntary or involuntary Petition in Bankruptcy, or for an arrangement by or against lessee;
 - (2) Adjudication of lessee as a bankrupt or insolvent or insolvency in the bankruptcy or equity sense;
 - (3) A petition or other proceeding by or against lessee for, or the appointment of, a trustee, receiver, guardian, conservator, or liquidator of lessee with respect to all or substantially all of its

property, except a receiver appointed at the instance of request of the City;

- (4) A petition or other proceeding by or against lessee for its dissolution or liquidation, or the taking of possession of lessee by any governmental authority in connection with dissolution or liquidation;
- (5) The taking by any person of the leaseholder created hereby or any part thereof upon execution, attachment or other process of law or equity.

(e) City's Election. Upon the occurrence of any event of default, the City, may at its option, without any further demand or notice, in addition to any other remedy or rights given hereunder by law, with or without terminating this lease, reenter the premises or any part thereof with or without process of law, and expel, remove and put out lessee or any person or persons occupying the premises and remove all person property, trade, fixtures, fixtures and equipment, therefrom, using such force as may be necessary to again repossess and enjoy said premises as before this demise, without prejudice to any remedy which might otherwise be used for arrears of rent or preceding breach of covenant or condition, and without liability to any person for damages sustained by reason of such removal. No such reentry or taking of possession of the premises by the City shall be construed as an election in its part to terminate this lease unless a written notice of such intention be given lessee, said notice being given as provided herein. The City may likewise, at the City's option, but at the costs of lessee and in addition to any other remedies which the City may have upon such default or failure or neglect and without notice to lessee, petition any court of competent jurisdiction for and be entitled as a matter of right to appointment of receiver and said court may appoint such receiver and vest in him such powers and authority as may be necessary or property to fully protect all the rights herein granted or reserved to the City.

The City may likewise, at the City's option and in addition, or any other remedies which the City may have upon such default failure to neglect, let and relet the said premises in whole or in time, whether less or greater than the unexpired terms and for such length of time, whether less or greater than the unexpired portion of the term of this lease, as the City may see fit, and lessee shall be liable or any deficiency between rentals so procured by the City for the period of said letting and reletting not to exceed, however, the balance of the original term hereof, after deducting the costs of any such alteration or other changes, and the rental herein reserved for

a period or periods identical with the term of said letting, or reletting, and the City may institute action for the whole of such deficiency immediately upon effecting any letting or reletting and shall not thereafter be precluded from further like action in the event such letting or reletting shall not embrace the whole unexpired portion of the term hereof, of the City may monthly or at such greater intervals as it may see fit, exact payment of said deficiency then existing, and lessee agrees to pay said deficiency than existing until the City from time to time when called upon by the City so to do and should this lease not be terminated, the City may not withstanding subletting or reletting, at any time thereafter elect to terminate it; or should this lease prior to the expiration of the term hereof, be terminated by the City by reason of any breach hereof by lessee, the City shall thereupon, at its options, be entitled to recover from lessee the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the balance of the term hereof, over the then reasonable value of the premises for said period. Any rent and/or other sums not paid when due as herein provided shall bear interest from the date due at the highest rate permitted by law until paid.

(f) City's Right to Cure Defaults. In the event of lessee's breach of any covenants in this lease (including without limitation, lessee's obligations in connection with repairs and insurance), the City may at any time, upon reasonable notice (but in no event more than ten (10) days notice) to lessee cure such breach for the account and at the expense of lessee. If at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money, or is compelled to incur any expenses, including reasonable attorney's fees, in instituting, prosecuting or defending any actions or proceedings to enforce the City's rights under this lease or otherwise, the sum or sums so paid by the City, together with interest thereon at the highest rate permitted by law until said, costs and damages shall be deemed to be additional rent under this sublease and shall be due from lessee to the City on the first day of the month following the incurring of such expenses, unless the City shall have the right to reimbursement on demand as provided in specific instances on this lease.

2. Nonwaiver of defaults. The waiver by the City of any breach by lessee of any term covenants or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenants or condition. No term, covenant or condition hereof can be waived except by the written consent of the City, and forbearance of indulgence by the City, in any regard whatsoever, shall not constitute a

waiver of any term covenant or condition to be performed by lessee to which the same may apply, and until complete performance by lessee of the term, covenant or condition, the City shall be entitled to invoke any remedy available to it hereunder or by law, despite such forbearance.

Q. WAIVER OF SUBROGATION AND CLAIMS.

1. Lessee hereby releases the City, its officers, agents, employees and servants, from any and all claims or demands for damages, loss, expense or injury to the premises, or to the personal property, fixtures, trade fixtures, and equipment, or inventory or other property of either the City or lessee in, about or upon the premises, as the case which may be caused by or result from perils, events or occurrences which are the subject of insurance carried by respective parties and in force at the time of any such loss; provided, however, that such waiver shall be effective only to the extent permitted by the insurance covering such loss and to the extent such insurance is not prejudiced thereby or the expense of such insurance is not thereby increased.
2. Lessee hereby waives any claim against the City and its officers, agents or employees, for damage or loss caused by the suit or proceedings directly or indirectly attacking the validity of this lease, or any part thereof, or by any judgment or award in any suit proceeding declaring this lease null, void or voidable, or delaying the same, or any part thereof, from being carried out.

R. ASSIGNMENT AND SUBLETTING

1. Lessee shall not sublet the premises (or any part thereof) or assign this lease or any interest herein, or permit any concessionaire or third party to conduct any portion of lessee's operation on the premises, without prior written consent of the City for each and every sublease, sub-lessee, assignment or assignee, third part or concessionaire.

S. PERSONAL PROPERTY IN LEASED AREA

1. It is acknowledged by the parties that there are certain items of personal property located within area and lessee covenants and agrees that none of such items shall be removed from the demised premises without the written consent of the City.

T. SAFETY PROVISIONS

1. No burning of any kind will be permitted on the Farm.

2. No hunting, fishing or trapping will be permitted on the Farm.

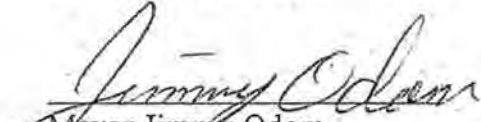
U. MISCELLANEOUS PROVISIONS

1. Heirs, etc. The terms, covenants and conditions contained herein shall be binding upon and enforceable by the parties hereto and their respective heirs, executors, administrators, successors, and assigns, subject to restriction herein imposed on assignment by Sublease.
2. Time. Time is of the essence of this lease and each and every term, covenants and condition herein contained.
3. Headings. The paragraph headings in this lease are inserted only as a matter of convenience and for reference and now may define, limit or describe the scope of intent of this lease or any provisions thereof or in any way effect this agreement.
4. Exhibits. All of the exhibits attached hereto are hereby incorporated into this lease at a place (s) each such exhibit is referred to in the text as though set out in full as such place (s).
5. Notices. All notices to be given hereunder shall be in writing and shall be deemed given when deposited in the United States mail, postage prepaid, certified return receipt requested, or registered, addressed as follows or to such other address as from time to time may be designated by a part by written notice to other party:

To:	City Manager 506 Main Street Belton, Missouri 64012
To: Lessee	Danny Chevalier 3405 E. 185 th Place Belton, Missouri 64012
6. Each term of this agreement as material and breach by lessee of any one of the terms herein contained shall be material breach of the entire agreement.
7. Lessee-Independence Contractor. For all purposed herein, lessee is and shall be deemed to be an independent contractor.
8. No Implication of Future Conveyance. That the granting of this lease shall in no way be taken to imply that the subject premises will eventually be conveyed to lessee by City.

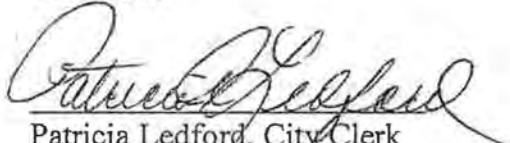
IN WITNESS WHEREOF, we undersigned have executed this sublease the day and year first above written.

CITY OF BELTON:


Mayor Jimmy Odom


Danny Chevalier

ATTEST:


Patricia Ledford, City Clerk

Dan Chevalier

P. O. Box 228 – Belton, Mo. 64012
816-318-4000 - Fax 816-318-4000

2/10/12

To: Brad Foster
Re: Farm ground on Markey Rd

Brad,

I would like to ask the city council for an extension on my lease for an additional two years due to unexpected expenses on the property.

The day the street superintendant, Dave Frazier, drove me around it was very muddy and the weeds were very tall so we did not see very much of the bad areas. After I started mowing the ground, I discovered several piles of dirt and a lot of 2" to 3" trees 10' to 12' tall. Also a large pile of tree stumps and debris was found. I am not complaining as I am sure I had the right to walk the entire property.

I have since rented a brush grinder to dispose of the brush and trees. I brought in a large track machine and removed the stumps and debris and spread all the dirt piles out. This has added a lot more cost to the property and with only two years left on the lease it makes it hard to recoup the cost.

I would appreciate consideration for a two year extension at the 2013 rate of \$1750 per year through the 2015 season. There is probably another 8 to 10 acres to grind and clear off.

Thank you in advance for your help on this matter.


Dan Chevalier



BILL NO. 2012-31

ORDINANCE NO. 2012-3805

AN ORDINANCE AMENDING THE FARM LEASE AGREEMENT WITH DANNY CHEVALIER THAT WAS APPROVED BY ORDINANCE 2011-3713, BY THE EXTENSION OF THE TERMS OF THE LEASE AGREEMENT.

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

Section 1. That the Farm Lease Agreement with Danny Chevalier is hereby amended as follows:

C. TERM OF LEASE

1. Term.

(a) Term. Subject to prior termination as provided herein, the initial term of this lease shall be for a five (5) year period commencing April 26, 2011, and expiring December 31, 2015.

F. RENTAL

1. Lessee agrees to pay by May 15, 2011 to the City, for the first year one thousand two hundred and fifty dollars (\$1,250.00); April 15, 2012 for the second year one thousand five hundred dollars (\$1,500.00); April 15, 2013 for the third year one thousand seven hundred and fifty dollars (\$1,750.00); April 15, 2014 for the fourth year one thousand seven hundred and fifty dollars (\$1,750.00); and, April 15, 2015 for the fifth year one thousand seven hundred and fifty dollars (\$1,750.00). All payments shall be made to the City of Belton, 506 Main Street, Belton, Missouri 64012.

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

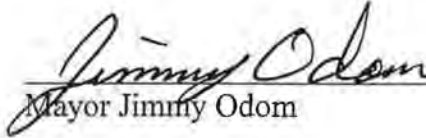
Duly read two (2) times and passed this 24th day of April, 2012.



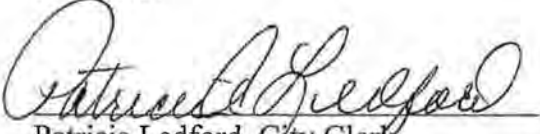
Mayor Jimmy Odom

2012-3805

Approved this 24th day of April, 2012.


Mayor Jimmy Odom


ATTEST:


Patricia 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 24th day of April, 2012, and thereafter adopted as Ordinance No. 2012-3805 of the City of Belton, Missouri, at a regular meeting of the City Council held on the 24th day of April, 2012, after the second reading thereof by the following vote, to-wit:

AYES: 9 COUNCILMEN: Cooper, Davis, Hoag, Lathrop, Loughridge, Neff, Savage,
Von Behren, Mayor Odom
NOES: 0 COUNCILMEN: None
ABSENT: 0 COUNCILMEN: None


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

SECTION VIII
J

BILL NO. 2016-59

ORDINANCE NO. 2016

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.

WHEREAS, the City of Belton and the Belton-Cass Regional Transportation Development District entered into an Intergovernmental Cooperative Agreement on May 14, 2013 under Ordinance No. 2013-3913; and

WHEREAS, the District and City desire to amend Sections 3.3.D and 4.8 of the Agreement, and other related amendments, to clarify the procedure for reimbursement of deferred costs payable to the City by the District.

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 First Amendment to the Intergovernmental Cooperative Agreement herein attached and incorporated as **Exhibit A** to this ordinance, to clarify the procedure for reimbursement of deferred costs payable to the City by the District.

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 in full force and effect from and after the date of 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: May 10, 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



FIRST AMENDMENT
TO THE
INTERGOVERNMENTAL COOPERATIVE AGREEMENT
between the
CITY OF BELTON, MISSOURI,
and
BELTON-CASS REGIONAL TRANSPORTATION DEVELOPMENT DISTRICT
dated as of
April _____, 2016

EXHIBITS

- A. Legal Description
- B. District Boundary Map
- C. Transportation Project Description
- D. City Reimbursable Costs
- E. City Reimbursable Costs (Deferred Payment)
- F. Completion Certificate
- G. Priority of Transportation Project Phases

**FIRST AMENDMENT TO THE
INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

THIS FIRST AMENDMENT TO THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT ("First Amended Agreement"), entered into as of this __ day of April, 2016, between the CITY OF BELTON, MISSOURI, a political subdivision of the State of Missouri ("City"), and the BELTON-CASS REGIONAL TRANSPORTATION DEVELOPMENT DISTRICT, a Missouri political subdivision and transportation development district ("District") (the City and the District are collectively referred to herein as the "Parties" and individually as "Party," as the context so requires).

RECITALS

WHEREAS, the City and the District desire to clarify Section 3.3.D. of the Agreement;
and

WHEREAS, the City and the District desire to provide a procedure by which the City may request advance payment of deferred City Reimbursable Costs from time to time.

AGREEMENT

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

Definitions. The Agreement is amended by adding the following definition insert:

"City First Priority Reimbursable Project Costs" means the construction, reconstruction, installation, repair, and maintenance of (a) the extension of Markey Parkway from its existing southerly terminus to the existing Mullen Road northerly terminus which shall be an extension of approximately 3,300 feet from roadway in the City and (b) the construction of Towne Center Drive from the existing terminus of Towne Center Drive to the Markey Parkway Extension, which shall consist of approximately 900 feet of roadway in the City, all of which was constructed and completed by the District in 2015.

Section 3.3.D. of the Agreement shall be amended as follows:

3.3.D. Notwithstanding the foregoing, under Section 13E of the Southtowne TIF Plan, twenty-five percent (25%) of all TIF revenue deposited in the Southtowne TIF Plan Special Allocation Account is available to the City to fund City First Priority Reimbursement Project Costs (the "City 25%"). City shall, on an annual basis review what funds are available to pay for City First Priority Reimbursement Project Costs incurred and shall appropriate such amount to the District to pay for those City First Priority Redevelopment Project Costs which have been funded by the District.

A new Section 4.8 shall be inserted into the Agreement and the existing Section 4.8 of the Agreement shall be amended, all as set forth below:

Section 4.8 City Reimbursement Requests. While the City and the District agree that the payment of City Reimbursable Costs shown on Exhibit E have been deferred for payment by the District pending payment of all other Transportation Project Costs, the parties agree that from time to time the City may request a portion of such costs be paid to the City for public improvements within the District but which are not a defined Transportation Project, subject to the conditions set forth below and subject to the availability of otherwise unencumbered District Revenue. The City shall submit such request to the Board of Directors with sufficient detail describing the amount of the request, the use of the funds and the benefit to the District. The District, may, but is not required, to approve all or portion of such request if unencumbered District Revenue is available. In the event such a request is approved by the District, upon payment by the District to the City, Exhibit E shall be adjusted accordingly and the adjusted outstanding balance shall be noted in the District's financial statement and submitted to the Board of Directors for approval. The City and the District acknowledge that the District paid for the installation of a water line on behalf of the City as part of the improvement of Markey Parkway. The water line expense was \$300,000 as noted on Exhibit E bringing the outstanding balance on Exhibit E to \$1,969,000.

Section 4.9. Repeal of the Sales Tax. No proposal to abolish the District and to repeal the Sales Tax shall be made so long as the District's liabilities exceed its assets, there are outstanding claims or causes of action pending against the District, or while the District is insolvent, in receivership or under the jurisdiction of a bankruptcy court.

(Signature Page Follows)

IN WITNESS WHEREOF, the District and the City have caused this First Agreement to be executed in their respective names and attested as to the date as set forth below.

CITY:

CITY OF BELTON, MISSOURI

By: _____
Jeff Davis, Mayor

ATTEST:

Patricia A. Ledford, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Megan McGuire

STATE OF MISSOURI)
) ss
COUNTY OF CASS)

On this ___ day of _____, in the year 2016, before me, a Notary Public in and for said state, personally appeared Jeff Davis, the Mayor of the City of Belton, Missouri and Patricia A. Ledford, the City Clerk of the City of Belton, Missouri, known to me to be the persons who executed the within Intergovernmental Cooperative Agreement on behalf of the City of Belton, Missouri and acknowledged to me that they executed the same for the purposes therein stated.

Subscribed and affirmed before me this ___ day of _____, 2016.

Notary Public

My Commission Expires:

DISTRICT:

BELTON-CASS REGIONAL
TRANSPORTATION DEVELOPMENT
DISTRICT

By: *Gary Mallory*
Gary Mallory, Chairman

ATTEST:

Jeff Davis
Jeff DAVIS, Secretary

CERTIFICATE OF ACKNOWLEDGEMENT


STATE OF MISSOURI)
) ss
COUNTY OF CASS)

On this 19th day of April, in the year 2016, before me, a Notary Public in and for said state, personally appeared Gary Mallory, the Chairman of the Belton-Cass Regional Transportation Development District and Jeff DAVIS, the Secretary of the Belton-Cass Regional Transportation Development District, known to me to be the persons who executed the within Intergovernmental Cooperative Agreement on behalf of the Belton-Cass Regional Transportation Development District and acknowledged to me that they executed the same for the purposes therein stated.

Subscribed and affirmed before me this 19th day of April, 2016.

Rebecca L Ziegler
Notary Public

My Commission Expires:

 REBECCA L. ZIEGLER
My Commission Expires
December 13, 2017
Jackson County
Commission #13498867
{50022766742: 698289. }

AMENDED

EXHIBIT E

CITY REIMBURSABLE COSTS (DEFERRED PAYMENT)

Completion of Mullen Road widening improvements:	\$2,269,000
Consisting of:	
Pyramid Excavation & Construction Company, Inc. Ord. No. 2012-3812	\$2,005,865
Wilson & Co. Engineering Design Ord. No. 203-3014	\$ 101,450
Wilson & Co. Supplemental Amount No. Res. 2004-12	
Wilson & Co. Supplemental Amount No. 2 Final design and construction services Res. 2007-19	<u>\$ 161,700</u>
Total	\$2,269,000
Advance payment for Markey Parkway water line paid by the District on _____, 20__	\$ -300,000
Balance	\$1,969,000

SECTION XIII
A

OPTION 1 - As budgeted

Health Insurance beginning July 1, 2016

	Current Rate	City Share	Employee Share
Blue Care HMO 1			
Individual	\$562.23	\$488.23	\$74.00
Employee +	\$1,321.93	\$842.47	\$479.46
Family	\$1,481.97	\$842.47	\$639.50
Blue Care HMO 2			
Individual	\$546.65	\$488.23	\$58.42
Employee +	\$1,285.55	\$842.47	\$443.08
Family	\$1,439.36	\$842.47	\$596.90
Preferred Care Blue PPO			
Individual	\$485.33	\$488.23	\$0.00
Employee +	\$1,141.10	\$842.47	\$298.64
Family	\$1,277.24	\$842.47	\$434.78
HDHP			
Individual *	\$438.56	\$488.23	\$0.00
Employee +	\$1,031.98	\$842.47	\$189.52
Family	\$1,155.65	\$842.47	\$313.18

If the employee participated in the Health Screening			
New Rate	City Share	Employee Share	Monthly Increase
\$632.00	\$513.00	\$119.00	\$45.00
1485.96	\$885.00	\$600.96	\$121.50
1665.87	\$885.00	\$780.87	\$141.37
\$614.48	\$513.00	\$101.48	\$43.06
\$1,445.08	\$885.00	\$560.08	\$117.00
\$1,617.97	\$885.00	\$732.97	\$136.07
\$545.55	\$513.00	\$32.55	\$32.55
\$1,282.70	\$885.00	\$397.70	\$99.06
\$1,435.73	\$885.00	\$550.73	\$115.95
\$492.99	\$513.00	\$0.00	\$0.00
\$1,160.03	\$885.00	\$275.03	\$85.51
\$1,299.05	\$885.00	\$414.05	\$100.87

If the employee did not participate in the Health Screening			
New Rate	City Share	Employee Share	Monthly Increase
\$632.00	\$493.00	\$139.00	\$65.00
1485.96	\$865.00	\$620.96	\$141.50
1665.87	\$865.00	\$800.87	\$161.37
\$614.48	\$493.00	\$121.48	\$63.06
\$1,445.08	\$865.00	\$580.08	\$137.00
\$1,617.97	\$865.00	\$752.97	\$156.07
\$545.55	\$493.00	\$52.55	\$52.55
\$1,282.70	\$865.00	\$417.70	\$119.06
\$1,435.73	\$865.00	\$570.73	\$135.95
\$493.00	\$493.00	\$0.00	\$0.00
\$1,160.03	\$865.00	\$295.03	\$105.51
\$1,299.05	\$865.00	\$434.05	\$120.87

*Does not include Employer contribution of \$20 per month into the employees Health Savings Account

*If the employee did not participate in the Health Screening, then the City will not contribute to the HSA

OPTION 2 - PPO Plan as base

Health Insurance beginning July 1, 2016

	Current Rate	City Share	Employee Share
Blue Care HMO 1			
Individual	\$ 562.23	\$ 488.23	\$ 74.00
Employee +	\$ 1,321.93	\$ 842.47	\$ 479.46
Family	\$ 1,481.97	\$ 842.47	\$ 639.50

	Current Rate	City Share	Employee Share
Blue Care HMO 2			
Individual	\$ 546.65	\$ 488.23	\$ 58.42
Employee +	\$ 1,285.55	\$ 842.47	\$ 443.08
Family	\$ 1,439.36	\$ 842.47	\$ 596.89

	Current Rate	City Share	Employee Share
Preferred Care Blue PPO			
Individual	\$ 485.33	\$ 488.23	\$ -
Employee +	\$ 1,141.10	\$ 842.47	\$ 298.63
Family	\$ 1,277.24	\$ 842.47	\$ 434.77

	Current Rate	City Share	Employee Share
HDHP			
Individual*	\$ 438.56	\$ 488.23	\$ -
Employee +	\$ 1,031.98	\$ 842.47	\$ 189.51
Family	\$ 1,155.65	\$ 842.47	\$ 313.18

If the employee participated in the Health Screening			
New Rate	City Share	Employee Share	Monthly Increase
\$ 632.00	\$ 545.55	\$ 86.45	\$ 12.45
\$ 1,485.96	\$ 1,002.00	\$ 483.96	\$ 4.50
\$ 1,665.87	\$ 1,002.00	\$ 663.87	\$ 24.37
\$ 614.48	\$ 545.55	\$ 68.93	\$ 10.51
\$ 1,445.08	\$ 1,002.00	\$ 443.08	\$ -
\$ 1,617.97	\$ 1,002.00	\$ 615.97	\$ 19.08
\$ 545.55	\$ 545.55	\$ -	\$ -
\$ 1,282.70	\$ 1,002.00	\$ 280.70	\$ (17.93)
\$ 1,435.73	\$ 1,002.00	\$ 433.73	\$ (1.04)
\$ 493.00	\$ 545.55	\$ -	\$ -
\$ 1,160.03	\$ 1,002.00	\$ 158.03	\$ (31.48)
\$ 1,299.05	\$ 1,002.00	\$ 297.05	\$ (16.13)

If the employee did not participate in the Health Screening			
New Rate	City Share	Employee Share	Monthly Increase
\$ 632.00	\$ 525.55	\$ 106.45	\$ 32.45
\$ 1,485.96	\$ 982.00	\$ 503.96	\$ 24.50
\$ 1,665.87	\$ 982.00	\$ 683.87	\$ 44.37
\$ 614.48	\$ 525.55	\$ 88.93	\$ 30.51
\$ 1,445.08	\$ 982.00	\$ 463.08	\$ 20.00
\$ 1,617.97	\$ 982.00	\$ 635.97	\$ 39.08
\$ 545.55	\$ 525.55	\$ 20.00	\$ 20.00
\$ 1,282.70	\$ 982.00	\$ 300.70	\$ 2.07
\$ 1,435.73	\$ 982.00	\$ 453.73	\$ 18.96
\$ 493.00	\$ 525.55	\$ -	\$ -
\$ 1,160.03	\$ 982.00	\$ 178.03	\$ (11.48)
\$ 1,299.05	\$ 982.00	\$ 317.05	\$ 3.87

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

Fiscal Impact: General Fund	\$ 85,818
Street Fund	\$ 6,648
Wastewater Fund	\$ 5,982
Water Fund	\$ 6,468
Golf Fund	\$ 2,526
Total	<u>\$ 107,442</u>