



**CITY OF BELTON
CITY COUNCIL
WORK SESSION AND REGULAR MEETING
TUESDAY, APRIL 11, 2017 – 6:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

2016-2017 CITY COUNCIL

I. CALL WORK SESSION TO ORDER

A. Report on Economic Development website hosting.

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**B. Review of special permit conditions with a limited access easement to City property
– 412 Bradford Ln.**

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II. ADJOURN WORK SESSION

III. CALL REGULAR MEETING TO ORDER

IV. PLEDGE OF ALLEGIANCE – COUNCILMAN FLETCHER

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 March 28, 2017, City Council Regular Meeting.

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VII. PERSONAL APPEARANCES

VIII. ORDINANCES

A. Motion approving final reading of Bill No. 2017-35:

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.

- B. Motion approving final reading of Bill No. 2017-36:
An ordinance authorizing and approving a software licensing agreement between the city of Belton, Missouri, through its Fire Department, and Imagetrend, Inc. for the licensing, maintenance and support of the departmental reporting system.
- C. Motion approving final reading of Bill No. 2017-37:
An ordinance of the city of Belton, Missouri authorizing and approving an agreement award to J. M. Fahey Construction Co. for the STP 3356 (403) Belton Nexus Trail project in the amount of \$450,711.96.
- D. Motion approving final reading of Bill No. 2017-38:
An ordinance approving the final plat of Traditions 2nd plat, tract P, a 1.85-acre tract of land, located on part of government lot 2 of the SW ¼ of section 18, township 46 north, range 32 west, in the city of Belton, Cass County, Missouri.
- E. Motion approving final reading of Bill No. 2017-39:
An ordinance authorizing and approving an amendment to the SunGard Public Sector, Inc. agreement-schedule “A” and the purchase of Analytics NOW software module for the Finance Department.
- F. Motion approving both readings of Bill No. 2017-41:
An ordinance declaring the results of the annual election of municipal officers of the City of Belton, Missouri.

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RECESS FOR A RECEPTION FOR INCOMING COUNCIL MEMBERS, THEIR FAMILIES,
FRIENDS, AND ALL PRESENT

2017-2018 CITY COUNCIL

- I. ADMINISTRATION OF OATHS OF OFFICE TO NEWLY ELECTED OFFICIALS
- II. ROLL CALL
- III. 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 a temporary liquor permit for Jose Peppers, 1100 E North Ave, for a Cinco de Mayo celebration May 5, 2017, in a tent in their parking lot, contingent upon obtaining their state liquor permit and Fire Marshal approval.

Jose Peppers is seeking the same approval as they’ve had in the past for a tent in their parking lot.

IV. PERSONAL APPEARANCES

V. ORDINANCES

A. Motion approving both readings of Bill No. 2017-42:

An ordinance authorizing and directing the issuance, sale and delivery of not to exceed \$4,500,000 principal amount of City of Belton, Missouri, general obligation refunding bonds, series 2017; and authorizing certain other documents and actions in connection therewith.

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B. Motion approving both reading of Bill No. 2017-43:

An ordinance authorizing the delivery of not to exceed \$22,000,000 principal amount of the City of Belton, Missouri, refunding certificates of participation, series 2017, for the purpose of providing funds to refinance projects for the City; and authorizing and approving certain documents in connection with the delivery of said certificates.

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C. Motion approving first reading of Bill No. 2017-44:

An ordinance authorizing and approving a renewal of the food service agreement between the City of Belton, Missouri and Belton Regional Medical Center, for food services to Belton jail prisoners.

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D. Motion approving first reading of Bill No. 2017-45:

An ordinance authorizing and approving a real estate contract to sell six plus acres at Markey Road Executive Business Park North owned by the City of Belton, Missouri to Jans, LLC by and through Stanley J. Kuecker, its managing member.

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E. Motion approving first reading of Bill No. 2017-46:

An ordinance of the City of Belton, Missouri authorizing and approving a services contract award to 2A Marketing, LLC for website development for the Economic Development website in the not-to-exceed amount of \$6,000.00 with \$300 per month for hosting, updates, and maintenance fee.

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VI. RESOLUTIONS

A. Motion approving Resolution R2017-09:

A resolution authorizing and approving an agreement between the City of Belton and Y Belton, LLC, regarding the use of the Markey Regional Detention facility in lieu of providing on-site or other private detention for the property legally described as Lot 1 and a portion of Lot 8, Belton Gateway addition Unit No. 2 for the multi-tenant building (lot 1) and drive lanes (lot 8) in the amount of \$44,829.00.

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VII. CITY COUNCIL LIAISON REPORTS

VIII. MAYOR'S COMMUNICATIONS

A. Motion appointing Jeff Fletcher as Mayor Pro Tem

Election of Mayor Pro Tempore (Charter Section 3.4)

B. Motion appointing Lorrie Peek as Park Board Liaison.

C. Motion appointing Chet Trutzel as Planning Commission Liaison.

IX. CITY MANAGER'S REPORT

X. MOTIONS

XI. OTHER BUSINESS

XII. Motion to enter Executive Session to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2; matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3; and matters pertaining to legal actions, according to Missouri Statute 610.021.1, and that the record be closed.

XIII. ADJOURN

SECTION I

A



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

MEETING DATE: April 11, 2017 - WORK SESSION

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

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

ISSUE

The internet has become an instrumental part of economic development marketing. One of the most effective marketing tools available is the organization’s website. Given the large volume of visitors to the Economic Development page of the City of Belton website, staff’s goal is to update the economic development website to a user-friendly site with a new and updated look. In addition, staff believes that utilizing a different vendor will enable a slightly different marketing experience that the other City of Belton pages and will add value to our marketing efforts and requests for information.

Staff is recommending entering into contract with 2A Marketing, LLC, a local marketing firm, to develop a clean, effective economic development website that will be easy to navigate. The site will continue to raise the profile of Belton among stakeholders, existing businesses, site selectors and peers in the Kansas City region.

REQUESTED COUNCIL ACTION

Discussion item.

BACKGROUND

The City of Belton’s website is hosted by Civic Plus. The Economic Development Department currently has a Department Header page. In the FY2017 adopted budget, a total of \$3,000 was budgeted for the purpose of updating Economic Development Header Page. In our due diligence, we learned that through Civic Plus, due to the age of the website, an update is not an option and we would be required to complete a redesign. With that information, it was decided to solicit bids to find the best fit for our needs. Bids were obtained from Civic Plus, New Age Graphics and 2A Marketing.

Proposals Received	E.D. Website Development Cost	Ownership
Civic Plus	\$6,425 (Annual Fee \$925 – City updates site)	Civic Plus owns site.
New Age Graphics	\$8,450 (City updates site)	City has full ownership of site.
2A Marketing	\$6,000 (Monthly update & content fee \$300 – 2A updates site.)	City has full ownership of site.

2A Marketing is a local, business that comes with great referrals. They have recently upgraded the Belton Chamber of Commerce’s website. As part of their business model, they will update the site and keep it current with new content and new pictures for a fee of \$300 per month. The City of Belton would own the website and its content.

IMPACT/ANALYSIS

Website Development	\$6,000
Funding Source FY2017 (224-0000-400-3235 & 224-0000-400-4008)	\$6,000

STAFF RECOMMENDATION

Staff recommends approval of the contract with the first reading on April 11, 2017 and the second reading of the contract on the April 25, 2017 City Council agenda.

ATTACHMENTS

- 2A Marketing, LLC Proposal
- Civic Plus Proposal (City Website)
- Civic Plus Email Proposal (E.D. Only)
- New Age Graphics Proposal

2A Marketing

City Of Belton EDD, 2A Marketing Website Development

Summary:

2A Marketing will develop a clean, effective new website solely featuring the City of Belton's Economic Development Department. The website will feature current happenings, future plans, annual reports, community and business resources, and more. This will be the main hub of information for the city's EDD. The site will follow the new branded style guidelines that have been created for the City of Belton.

2A Marketing Deliverables:

- Website development
- Content formatting and editing
- Photography editing
- Image formatting
- Page formatting
- Graphic design
- Menu structure and page organization for ease of navigation
- Installation of Google Analytics to monitor traffic
- Contact form linked to emails
- Calendar

Main Pages Include:

- Annual Report Page, Data Profile, Education, Major Employers, Maps, New Development, Redevelopment, Ribbon Cutting & Groundbreakings, Target Industries, Workforce, Staff, Contacts

Website development \$6,000.00 – One-time development fee

Ongoing website hosting updates and maintenance:

Monthly content additions

Monthly image additions

4 Hrs per month

\$300.00 per month

Andrea Cunningham

From: Emily Wehling <wehling@civicplus.com>
Sent: Friday, February 17, 2017 4:00 PM
To: Carolyn Yatsook
Subject: Redesign Proposal - Belton MO
Attachments: Redesign Proposal - Belton MO.PDF

Hi Carolyn!

Thanks for being patient while I put this together. I have attached a proposal for a redesign. This includes the following:

- Redesign of current site to aurora platform
- 2 days virtual training
- Redesign of economic development to a subsite
- OPTIONAL – include recurring redesign

If you would like to do the subsite first, my recommendation would be to include it with the bundle in this proposal and we could delay invoicing on the redesign. If you would prefer to do the subsite first, I can send a separate sales form for that and we can start that project earlier. To do separately, it would be a cost of \$6,425 one time and would increase your annual \$925.

Here are some new aurora sites:

[Nantucket MA](#)

[Anaheim CA](#)

[Cocoa Beach FL](#)

[Greenville SC](#)

[Cape May County NJ](#)

[Danville VA](#)

[Irving TX](#)

[Snohomish County WA](#)

[Castle Rock CO](#)

[Wetaskiwin County AB](#)

[Pitkin County CO](#)

[Chaves County NM](#)

Let me know if you have any questions. I'll plan on following up in a couple of weeks unless I hear from you first!

Have a great weekend,

Emily Wehling, CivicPlus

Enterprise Account Manager

Main: 888-228-2233 x 135

Direct: 785-370-7767

Cell: 785-477-9217

Fax: 785-587-8951

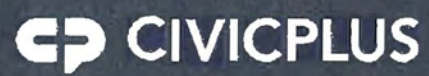
www.CivicPlus.com



Join us on [CivicPlus Connection!](#)

HELPING GOVERNMENT
WORK BETTER

BELTON MO
Website Redesign



Presented By:
Emily Wehling
Enterprise Account Manager

CivicPlus
302 S. 4th St. Suite 500
Manhattan, Kansas 66502
888-228-2233



Recommended Approach

Belton's vision to update your user-friendly, self-service web environment for its community and employees is commendable. You should have complete confidence that the firm you choose to achieve your vision and create your website is the right choice. Remaining your strategic, trusted partner is paramount to the professionals at CivicPlus.

It's time for a new, updated look. CivicPlus will help you re-envision, re-new and re-invigorate your website. Working closely with you, we will assist in designing a new look, updated usability, accessibility and quality for the delivery and exchange of information for your audience.

Executive Summary

We propose the following approach to help you meet your goals:

- **EASY-TO-USE CMS**
Our CivicEngage Content Management System (CMS) is developed specifically for local government with unique functionality to streamline your processes and offer self-service options. CivicEngage will empower your staff to update your website content easily and often with robust, straight forward editing tools and permission-based access.
- **SECURE, CLOUD BASED HOSTING**
Provide peace of mind for your staff and community that your site is in good hands. Our solution is supported by an enterprise-level hosting environment with vigilant 24/7/365 monitoring and continual system updating. We guarantee a 99.7% uptime for your website.
- **24/7/365 SUPPORT**
Our helpful in-house support team is available via telephone, email and live chat to ensure your complete and ongoing satisfaction with our products and services.
- **CUSTOM DESIGN**
Our experienced designers will work with you until you are 100% satisfied to create a custom, impactful design that reflects your unique story visually and meets the needs of your community.
- **FULLY RESPONSIVE**
With responsive web design throughout, the content on your site will automatically adjust to the screen size of any device.
- **CONTENT MIGRATION & OPTIMIZATION**
One of our Content Development teams will manually migrate text, documents and images from your current site to your new site – saving your staff hours of effort, ensuring consistency, accessibility and that your information is easier to access and navigate.
- **DEDICATED PROJECT TEAM**
A specialized team of experts will assist you throughout the development process including a project manager, an art director, content developers and a trainer/consultant.
- **CUSTOMIZED TRAINING**
We have many training options. Our trainers will ensure your staff gains the confidence to effectively and easily maintain your new site.
- **DESIGN ESSENTIALS**
The design tools within CivicEngage allow your staff to build, modify and manage your website's look and feel within the design and structure parameters of your website.

- **GUARANTEED REDESIGN (optional)**

At the end of your fourth year of continuous service with us, you're eligible to receive a basic website redesign with no further out-of-pocket expense. Your website stays current and doesn't need to be rebuilt from the ground up.

COMPANY & CONTACT INFORMATION

Contact Information	Emily Wehling Enterprise Account Manager wehling@civicplus.com 785-370-7767	Primary Office	302 S. 4th Street, Suite 500 Manhattan, KS 66502 Toll Free 888-228-2233 Fax 785-587-8951
Legal Name	CivicPlus, Inc.	Company Founder	Ward Morgan, Chairman of the Board
Incorporated In	State of Kansas	Date Incorporated	June 1998
Company Website	www.CivicPlus.com	Purchasing Vehicles	GSA Contract # GS-35F-0124U TIPS/TAPS Contract # 2092613 CMAS Contract # 3-13-70- 2966A Interlocal Purchasing

Investment Proposal

All quotes are priced per project and presented in US dollars. Pricing is valid for 60 days from February 17, 2017.

Basic Redesign Option

- New responsive design presented on latest CivicEngage CMS Platform (Aurora)
- Banner administration
- Redevelop navigation method (may choose top drop-down or other options)
- Design setup – wireframe
- Email this page option
- Dynamic breadcrumbs & Sitemap
- Google Translate tool
- Redevelop graphic elements of website (News Flash, FAQs, Calendar, etc.)
- Project Management, Testing, Review
- Content
 - Includes migration of all existing content and retouching or published pages to ensure new site styles are applied and modules are related to feature columns. Contact information will be moved to info advanced area if previously formatted in a right contact layout. Pages will be moved to coordinate with new menu structure.
 - NOTE:** Content will not be rewritten, reformatted or broken up. No new content will be developed.
- Spelling and broken links will be checked and updated.
- Inclusion of all standard modules.
- 2 Days Virtual Training
- Economic Development Subsite

Basic Redesign Initial Investment **\$17,561**

Increase to Annual Hosting, Maintenance and Support
Fee **\$925** (for subsite)

CivicPlus Recurring Redesign Option - \$2,100 Annual

With our recurring redesign option, you are eligible to receive a basic website redesign with no further out-of-pocket expense at the end of every fourth year of continuous service.

Optional Enhancements

- Content Optimization - \$1,500
- Onsite Consulting (3 Day Minimum) - \$9,900 One Time
- Virtual Consulting (2 Day Minimum) - \$1,600 One Time
- Onsite Training (3 Day Minimum) - \$8,800 One Time
- Virtual Training – Many options, pricing per day
- Virtual Webmaster - \$5,700/Annual Minimum
Five hours of content updates per month
- CivicMobile App (iOS & Android) - \$5,500 One Time, \$1,950 Annual
- Mobile Admin App – Pricing varies
- CivicSend - \$1,990 Annual
- LDAP Integration - \$350 One Time, \$650 Annual
- ADFS - \$1,500 One Time, \$1,500 Annual
- Department Header Packages - \$3,500 One Time, \$650 Annual
- Theme for Department Header - \$2,500 One Time
- CivicMedia (10GBs) - \$1,000 Annual
- Subsite (20 pages of content) - \$8,000 One Time, \$1,575 Annual
Additional content development can be purchased.
- New Logo Development - \$5,000 One Time
- New Logo Development with Branding and Graphics Development - \$7,000 One Time
- CivicHR – Discuss with Representative if interested.
- CivicReady – Discuss with Representative if interested.

Belton Economic Development
Website Proposal



Keith Stidham

New Age Graphics, LLC

816.554.8610

3/16/2017

P.O. Box 1263

Lee's Summit, MO 64063

sales@newage-graphics.com

Proposal Index

Page 1	Cover
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Page 17	Closing

Introduction and Project Overview

The following **website development proposal** for **Belton Economic Development** submitted by **New Age Graphics** has been completed to the best of our ability in accordance with the requested content and functionality derived from the outline submitted.

The proposed website will be based on the WordPress platform, X Theme updateable toolset for template development, HTML5 language specifications with Responsive design practices making it mobile device compatible. Word Press will allow your staff to completely manage the content of their website with ease.

Every day thousands of people are embracing WordPress as a platform to power entire sites and communities without compromising on usability or scalability. Over the last couple of years, we have discovered that with WordPress we can bend it to the client's will, and know that any necessary functionality requested is a mere plugin away. Sounds simple we know and from where we were to where this takes us is all relative.

What are Plugins? Plugins are functionality modules that are produced on the open source market. If our clients have a need or desire for their site, chances are there is a plugin already available to meet their request. What does this mean for our client? Quicker implementation and lower development cost. Most simple plugins are available for little investment and more complex modules are also developed for a stated cost. The biggest advantage of all is that there are multiple versions of each plugin available.

To summarize the previous statements, we as the developer spend less time reinventing the wheel and our client spends less time waiting and it lowers the investment cost in their web presence.

The real advantage to our client lies in the simplicity of the content management system. The ability to edit or create new content has never been easier and more intuitive. Our new Responsive/HTML5 custom templates make content management a breeze to comprehend and more accessible to the novice. Create pages that will size themselves for an array of viewing sizes for mobile devices. Insert video and images into pages or easily modify font styles, sizes and types from the Administrators dashboard of the website.

When considering your overall investment take into consideration an estimated reasonable aesthetic lifespan of the proposed project could be 4-5 years. The Word Press based technology will allow for a lifespan only limited to the Word Press developer communities' future desire to build on and improve the overall functionality. The template foundation will update itself on an ongoing basis allowing for maximum security, performance and compatibility with the most current plugins and modules available.

This website development outline will more than adequately provide an up to date content managed web presence for several years. Please feel free to address any questions you have regarding the proposal after you have an opportunity to review the content of this proposal.

March 16, 2017

Belton Economic Development
c/o Carolyn Yatsook
520 Main Street
Belton, Missouri 64012
Ph: 816-331-4331

The following proposal for website development submitted by New Age Graphics has been completed to the best of our ability in accordance with the website outline submitted.

Website Development Outline and Page Structure as follows:

o HOME PAGE

Proposed content and layout design:

- Page body display area for introductory text.
- Options for easily showcasing investor logos and/or banner ads for creating additional revenue streams.
- Horizontal main menu placement.
 - o Main menu limited main tab selection for ease of navigation.
- Main image slider with ability to include and update slide functionality.
 - o Add text animations
 - o Hyperlink slide or portions of the slide
 - o Easily embed video
 - o Embed hyperlinked buttons
- Content managed with simple integration features for adding copy, images, video and easy update capability through an intuitive user interface.

Secondary Pages:

All secondary and child pages populated by New Age Graphics staff. These pages include but are not limited to the list below.

**Additional pages can be easily created and added to the menu structure through the advanced Content Management System. The labels of any/all pages can be changed to client's preference:*

- **ABOUT US**

- Annual Report
- Data Report
- Education
- Major Employers
- Maps
- Ribbon Cuttings & Groundbreakings
- Target Industries
- Workforce

- **BUSINESS IN BELTON**

- Contact Us
 - Brief online form for easy submission of contact information.
 - This page will also display all office address, location maps, staff email addresses and general contact information.
 - Form delivered via e-mail to specified recipient.
 - Form development includes Captcha anti-spam technology to auto block spam submissions.
- Major Employers
- Starting a Business
- Tax Information
- Target Industries

- **SITES AND BUILDINGS**

- LOIS Property Search
- Available Buildings
- Available Sites
- Planning
- Contact Us – *link to page described above.*
- Design and Construction Manual
- Development Review Process Guidebook
- Incentives & Finance Tools
- New Development
- Redevelopment
- Residential Developments

Secondary Page Layout Design and Base Template Structure

Proposed Layout Design and Functionality:

- Illustration, image based or gradient style background design concept.
- Horizontal main menu placement.
- Main menu limited main tab selection for ease of navigation.
- Fixed main body with right or left column display.
 - Ability to control the display of page specific content in right or left column
 - Site search form
 - Social Networking links for user engagement with your accounts
 - Email Opt in functionality/Newsletter signup

- Horizontal display area for Footer Area:
 - Section specific content based on outline
 - Integration of and third party provided content and data.
 - Social Share options footer for body content

All pages in the website will include back end content management functionality for ease of updating. Integrated online editor with familiar Microsoft Word interface will allow for access from anywhere the administrator/contributor has availability to internet access.

Integrated functionality:

- **X – Template Foundation and Toolset** – Major component for developing the working templates and will serve as the website editing and functionality foundation.
- **Header and Body Image Slider** - Revolution Slider
- **Interactive Site Forms** - Contact Form 7
- **Events Calendar** – The Events Calendar (pro version has an annual upgrade fee of \$75.00.)
- **Page Editor** - Cornerstone
- **HTML Editor** - Tiny MCE Advanced
- **Site Security** - iThemes Security
- **Site Security** - Login Security Solutions
- **Site Security** - Shield (Firewall)
- **SPAM Prevention** - Email Address Encoder
- **URL Redirects** - Redirection
- **Site Usage** - Google Analytics Dashboard
- **SEO Optimization Tools** - Yoast SEO Tools and Google XML Sitemaps
- **Site Share Resources** - Simple Share Buttons Adder and Custom graphic links to client social network sites

**All plugins and functionality are developed for use with Responsive websites. New Age Graphics reserves the right to offer and integrate replacement functionality during development. There are additional plugins used during development and will be part of the website functionality that are not listed above.*

Universal site features:

Below are a few select features that can be made available. Additional content can be provided in the side column or footer. Please discuss the possibilities with your developer prior to the initial design phase.

- **Easy Access Social Networking**
Integration of easily accessible Social Network icons located on all pages with side column template design. These are designed to bring the visitor to your organizations current Social networking pages or accounts for access to your latest information offerings.
- **Mailing List Opt-in**
Opt in script will be integrated into side column for ease of access. This script can be directly connected to a Constant Contact or other mainstream newsletter distribution service.
- **Site Share Resources**
Integration of resources that will allow visitors easily share your website with associates or social network accounts.
- **Announcements/News/Press Release Listing**
Integration of easily accessible show detail links located on all pages with side column template design. All links will go to full articles available in News/Press Release listing.

Pricing for Core Web Development, Design, & Population: \$ 8,450.00

**Price includes template design and development as well as site structure development and functionality integration and configuration. Population of initial homepage content, subpages up to but not to exceed 25 pages and proposed online form development by New Age Graphics staff is also included. Revisions to this contract must be agreed to by client and New Age Graphics and can result in additional charges over and above the stated amount agreed to in this contract.*

Estimated Project Duration: 8-10 Weeks

Monthly Services:

Monthly Fee's directly involving services provided by New Age Graphics are not applicable to any items in this proposal.

Notes:

*It is suggested that content for pages that New Age Graphics has agreed and contracted to populate be submitted prior to or within one week of approval of the template layout. All content submitted by client for pages to be populated by New Age Graphics must be in a text document or MS Word file format in the order of the website structure and reference any submitted images by filename or serial number. *This is to ensure timely delivery and public availability of the completed project.*

Project Terms, Notes & Authorization:

Payment Terms: **Please read the conditions carefully to insure timely delivery of your project.*

50% upon proposal acceptance;

50% or balance due upon project completion prior to site being publically accessible.

Changes or slight modifications in project scope or deliverables may alter the project pricing and/or estimated duration. Estimated project duration begins when all the following have been met:

- Web Hosting has been established and Domain name has been secured.
- Deposit payment has been made.
- All needed project information, specifications and site content has been delivered to New Age Graphics.

This proposal and pricing does not include the following components:

- Email Hosting.
- Multilingual content, functionality or support.
- Third party fees. All third-party fees are to be paid directly to the third party by Client.

Pricing for Core Web Development, Design, & Population (cont.)

The website and supporting applications will be coded primarily using open source technology. This proposal requires that the website and supporting applications be hosted on a load-balanced server system. New Age Graphics recommends using current versions of main stream browsers for the use of all supporting administrative applications.

Some administrative functionality may be lost with the use of older browsers.

New Age Graphics agrees to remedy software issues for a period of 60 days after the site has been live at no additional charge.

This proposal, including estimated duration and pricing, are valid for 60 days.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Signature: _____

Printed Name: Keith C Stidham

Title: Owner _____

Date: _____

Client acknowledges, affirms and agrees that Client's approval of this Project Order, in the space above, constitutes Client's authorization to New Age Graphics, LLC to proceed with the implementation of the Project described in the Project Order in accordance therewith. Client shall be liable for all New Age Graphics, LLC fees, costs and expenses incurred in performing such services, at the rates set forth in the Project Order. New Age Graphics invoices applicable to such services shall be due as stated in the Project Terms, Notes & Authorization section of this proposal. Furthermore, the parties acknowledge that this Project Order is based on current information and is subject to change if specifications are altered. Client represents and warrants that the person executing and delivering this document has the full right, power and authority to execute this Project Order and to bind the Client hereto, and the execution, delivery and performance hereof have been duly authorized by all necessary corporate or organizational actions.

You agree that this document and the Confidential Information contained therein shall not be disclosed to any third party and that this document and the Confidential Information contained therein remain the exclusive ownership of New Age Graphic, LLC. If the Confidential Information or this document were used or disclosed to any third party, New Age Graphics, LLC would suffer irreparable harm, and you agree to use your best efforts and care in protecting this document and the Confidential Information therein from disclosure to any third party.

Core Web Development Components:

Website Design

- Premium template design created and developed by New Age Graphics in-house designer. Design to be consistent with submitted Client logo and other marketing/branding collateral.
- Repeatable subpage navigation for consistency.
- Up to two (2) rounds of revision: one (1) text content and one (1) graphic related to layout.
- As part of the core web development package, all design related photography and logos are to be provided to New Age Graphics by Client.

Content Management System and Platform Details

- WordPress as the platform
 - It is the most widely used website development platform available. This allows it to offer the latest in html5 based technology. It has some of the best programmers in this space contributing to the codin. With this comes the best standards set to insure future development is kept at the highest levels for all contributors.
- X theme as the template foundation
 - The leatest technology in responsive template development that makes one website available over an array of devices from desktop to handhelds. Offers ongoing updates to prevent security breaches as technology evolves.
- Cornerstone as the content builder
 - This is the most flexible page content builder on the market and is part of the x theme toolset. This not only a quality tool but as the x theme technology evolves so does the technology behind Cornerstone. Updating to stay ahead of the curve is new to website development tools. Previously tools were utilized until they became obsolete at which time they were abandoned by the developer.

Javascript Header/Body Image Slider

- Slideshow will add energy to the homepage and showcase service provided events.
- Photo rotation timing and content can easily be managed through dashboard features.
- All photos and tagline text to be provided by Client.
- The slideshow will be editable through the CMS.

Client has the capability to update photos within the header or New Age Graphics staff as requested by Client at New Age Graphics current standard hourly rate.

- Administrator Training – New Age Graphics will provide up to 3 hours of admin training to specified personnel and is built into the project price. This training will be provided in this case, in an online Go To Meeting format that will allow for multiple attendees to participate. The date and time can be determined by the client prior to or after the website is published and made available for public access. Final payment must be submitted before training takes place.

General Information Regarding Development Process and Client References:

New Age Graphics recommends using the open source coding language of PHP to develop the process. As explained in the previous section we see the Word Press platform as the future of website development and it has a foundation deeply rooted in PHP. PHP is a recursive acronym for Hypertext Pre-Processor. The main advantage of PHP is that it can produce dynamic web pages because it can read from and write to a relational database. This increases the speed and flexibility of a website and the deliverance of the data it contains.

Content Management recommended would be Word Press for all the reasons outlined in the previous section of the proposal. It has a very natural intuitive nature for performing normal content creation and updating for routine maintenance. If there is an application used in the process of managing the content that you are not fond of then there are many more available for your use just by searching for an alternative at no cost. The amount of available functionality is staggering and enticing at the same time.

Website Hosting Services arranged with BlueHost.com will be paid for by the client. **Upon client request.*

- Annual Hosting cost of approximately \$250.00 - \$350.00 is not included in the project development cost.
- New Age Graphics will perform all consulting services required for set up of website and establishing of e-mail accounts. We will also consult with third party e-mail providers if required.
- In the best interest of the client, a Hosting account will be set up in the organization name for recurring billing and to avoid future ownership and legal obstacles.

Collection of Information:

Text content will be provided and created by the client. Text content should be broken down per its location on the website. It can be provided in a Shared Dropbox Folder, a CD or DVD, in an e-mail attachment, or via FTP Upload, as a Word document, text file, or html (e-mail). **Copywriting referral is available upon request.*

Image content will be provided by the client. Image content submitted should be broken down per its location on the website. It can be provided on a CD, in an e-mail attachment, or via FTP Upload, as a JPEG, GIF, PSD, EPS, or AI.

Software used by Developer:

Software used to develop the website will be made up of Microsoft Expressions Web, Adobe In Design, Adobe Photoshop, Adobe Illustrator, Adobe GoLive and Adobe Acrobat Professional.

Software Requirements for Client to accommodate ongoing maintenance and content management:

Online content management tools will all be web based. All the client will need to access these features is a web browser. We recommend our clients acquire an image editing software program to render images required for future updates. Adobe products are some of the best available on the market but a built-in image editor such as Microsoft Photo Editor could be used in a limited capacity.

References: **More references available upon request.*

Shelly Vorhaben – Marketing & Membership Manager

Branson Lakes Area Chamber of Commerce

www.bransonchamber.com

PO Box 1897

Branson, MO 65615

(417) 334-4084 ext. 314

Lisa Franklin - Manager of Economic Development

Kansas City Power & Light

www.locationone.com

1200 Main Street

Kansas City, MO 64141

(816) 654-1644

Lara Vermillion - President

Blue Springs Chamber of Commerce

www.bluespringschamber.com

1000 Main Street

Blue Springs, MO 64015

816 229-8558

Greg Martinette – President

Southwest Johnson County Kansas EDC

www.swjocoksedc.com

One New Century Parkway

New Century, KS 66031

(913) 715-6018

Morgan Franklin – Business Development

Economic Development Corporation of Kansas City

www.edckc.com

1100 Walnut, Suite 1700

Kansas City, MO 64106

(816) 691-2131

Pat Amick – Executive Director

Missouri Economic Development Council

www.showme.org

PO Box 105918

Jefferson City, MO 65110

(573) 636-7383

Robert Agnew – Executive Director

Utility Economic Development Association

www.utilityeda.com

1 Stewart Court

Newport, RI 02840

(401) 619-5167

Additional Firm Details and Personnel Information:

Firm Name: New Age Graphics

Total Employees involved in project: 2

Location:

407 Shady Lane

Pleasant Hill, MO 64080

816.554.8610 Office

www.newage-graphics.com

Mailing Address:

PO Box 1263

Lee's Summit, Mo. 64081

Project Contact:

Keith Stidham

816.554.8610 Office | 816.665.2771 Direct

kstidham@newage-graphics.com

Main Management and Ownership:

Keith Stidham – Owner

Percentage owned – 100%

816.554.8610 Office | 816.665.2771 Direct

kstidham@newage-graphics.com

Firm History:

New Age Graphics was established almost 20 years ago, in October of 1997. This was a time long before the internet and a website was considered as a progressive window into the world of an organization. Today we are a firm that has extensive expertise in WordPress website development and online application development.

We consider ourselves one of the original website development firms. Though an innovator in an industry not understood by many at the time, we have continued to evolve and lead the way in an ever-changing technology landscape. Today New Age Graphics is a new class of website development firm committed to catalyzing the competence and competitiveness of its clients by helping them succeed through the power of the internet. Driven by the credo that solutions are effective only when organizational needs are accurately ascertained and aptly addressed; New Age Graphics looks upon itself as an integral part of its client's organization.

Firm History cont. ↓

We combine a worldwide reach with personalized service, offering a high degree of personal involvement and commitment to meet all the special and specific requirements of our clients. We are a progressive group of professionals who deliver world class solutions every day. We recognize that the use of the Internet for marketing your products & services can be a challenging endeavor. We determine the best methods of achieving our client's goals. We offer a cost-effective solution based on our client's input. At New Age Graphics we charter the course for you. Simply put we listen to our clients.

New Age Graphics has remained small in our almost 20 year existence in order to produce high quality website projects. This has allowed us to keep the personal pride and attention to detail that is lost on so many large firms with ever changing personnel. Our firm employees one designer, two programmers and a SEM consultant to serve our clients. We are proud to keep the numbers low and the quality high in order to meet the needs of our clients. We feel privileged to have the opportunity to serve each and every one as we would want to be served.

Employees involved on proposed project:

Keith Stidham

Owner/Designer/Sales/Development
19 Years with New Age Graphics, LLC

Project position and responsibilities: Project liaison, designer and developer

19 years experience project coordinating, designing, developing and supporting website development projects.

Keith is the founder of New Age Graphics. He participates directly in all phases of the project from client meetings to design input and approval. He oversees and participates in all project functionality testing and specification guidelines. **Keith** works with all phases of design and provides input to consultants to insure client expectations are being met. He is ultimately responsible for keeping the task on course and reporting progress levels to the client regarding timelines set forth in all projects.

Doug Sparling

Lead Programmer and External Application Integration Specialist
20 years as a Programmer and Developer
16 Years with New Age Graphics, LLC

Education and certification

WordPress Accredited, .Net certification, PHP code development, Pearl, MS SQL and MySQL database management, Ruby on Rails and iPhone/Android OS Mobile application development.

Technical skills and qualifications for the project positions

Code origination, Word Press Plugin development and MySQL database management.

Doug Sparling cont. ↓

Doug has 20 years of programming experience and is versed in multiple code languages including those prevalent to the proposed project. He is certified in CSS/PHP/MySQL which are all three core elements of today's cutting edge web development and central to Word Press functionality. **Doug** has worked and collaborated on countless projects with New Age Graphics since 2000. He is acutely aware of timelines, deadlines and satisfaction levels regarding our projects and strives with every opportunity to meet the demands of our clients.

Doug has extensive knowledge regarding application development and integration. Creating a data bridge of sorts that allows applications of varying logic and methodologies to work together as if they were created from the same technological DNA. In his 16 plus years as a New Age Graphics team member **Doug** has yet to be faced with a challenge he could not meet.

Legal Status:

New Age Graphics is a Limited Liability Company registered in the state of Missouri. Our legal contact is Chinnery, Evans & Nail located at 800 NE Vanderbilt, Lee's Summit, MO 64064. Our legal address 407 Shady Lane, Pleasant Hill, MO 64080.

Client References:

Please see page 17 for a complete list. All clients listed have worked with New Age Graphics in the last 12-18 months.

Closing:

After evaluation of the outline submitted we feel this will accomplish the project objectives from a public access and content management perspective. Our intention is to make the content management thorough without making it complicated and the public side of the site complete and content rich without providing information overload to the visitor.

In closing I would like to thank you for considering New Age Graphics. Our projects are as unique as the clients they are developed for and we take pride in every project. We appreciate the opportunity to offer our development strategies to your organization. We look forward to the opportunity to work with you in creating your web presence accompanied by a comprehensive yet user friendly content management application.

To view some of our projects please visit our website at www.newage-graphics.com.

Please feel free to contact me directly to answer questions regarding this proposal.

Regards,

Keith Stidham
New Age Graphics, LLC
Tier 1 Website Marketing Services
PO Box 1263 Lee's Summit, Mo. 64081
816.554.8610 Office | 816.665.2771 Direct
kstidham@newage-graphics.com
www.newage-graphics.com
www.tier1websitemarketing.com

SECTION I

B

Title of Document: Special Permit Conditions with a Limited Access Easement to City Property and Waiver of Accessory Building Regulations

Date of Document: April _____, 2017

Grantors: City of Belton, Missouri
506 Main Street
Belton, Missouri 64012

Grantee: Todd and Sarah Christy
412 Bradford Lane
Belton, Missouri 64012

Legal Description: See Exhibit C - 1

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

**SPECIAL PERMIT CONDITIONS WITH A
LIMITED ACCESS EASEMENT TO CITY PROPERTY AND WAIVER OF ACCESSORY
BUILDING REGULATION**

THIS SPECIAL PERMIT CONDITIONS WITH A LIMITED ACCESS EASEMENT TO CITY PROPERTY AND WAIVER OF ACCESSORY BUILDING REGULATION ("Easement") is executed as of this ____ day of April, 2017 ("Effective Date"), by ("Grantor"), City of Belton, Missouri, a charter city and political subdivision of the State of Missouri ("City"), whose mailing address is City Hall, 506 Main Street, Belton, Missouri 64012 for the benefit of Todd and Sarah Christy ("Grantees"), whose mailing address is 412 Bradford Lane, Belton, Missouri 64012.

RECITALS

- A. Grantor is the fee owner of the property commonly known as the _____ including designated floodplain and stream buffer areas adjacent to the Bradford Place Subdivision and legally described in the attached **Exhibit "A-1"** and depicted in a GIS map in the attached Exhibit **"A-2"** ("City's Property"); and
- B. Grantees are the fee owner of the property commonly known as 412 Bradford Lane, Belton, Cass County, Missouri, 64012 and legally described in the attached **Exhibit "B"** ("Christy Property"); and
- C. Grantees had previously constructed an accessory building - a 4 foot by 8 foot storage shed - in the rear yard of the Christy Property under the belief that the shed was constructed fully within the property boundary of their lot within the Bradford Place Subdivision and in compliance with applicable municipal codes regulating the placement of the shed; and
- D. Grantees later discovered when applying to place a fence around the rear yard of the Christy Property that the shed was only partially on the Christy Property and the back half was sitting on City's Property, adjacent to a designated floodplain area and within a designated stream buffer area; and
- E. Due to the shed's location, the shed violates the Unified Development Code of the City of Belton Missouri, Chapter 4, Section 4-1 (b) (1) which requires accessory structures to be located no closer than five (5) feet from any side or rear lot line; and
- E. Due to the unique shape of the platted Christy Property, previous construction of the shed, the requirements of municipal accessory uses and structure regulations, and special standards and regulations as to maintenance of stream buffer facilities, the parties desire to enter into this Special Permit Conditions with a Limited Access Easement to City Property AND WAIVER OF ACCESSORY BUILDING REGULATION; and
- F. Protection of the public stream buffers and private property improvements will maintain the health, safety and welfare of the citizens of Belton and the value of residential property within the city limits.

CONDITIONS, EASEMENT AND WAIVER

1. Grant of Limited Access to Easement Area. Grantor does hereby grant unto Grantee, and Grantees' successors and assigns, a limited access easement for the placement of an accessory building (residential storage shed) and fence over, under and through the Easement Area as legally described on the attached **Exhibit "C-1"** and depicted on the attached map as **Exhibit "C-2"** (the "Easement Area").
2. Title; Existing Easement. Grantor states that Grantor is lawfully seized of indefeasible title in fee to the Grantors' Property through which the Easement Area is granted, and that Grantor has good and lawful right to convey the Easement Area to Grantee.
3. Easement Area. Grantees agree for Grantees and Grantees' heirs, successors or assigns, that the Easement Area shall be kept free from any other or additional buildings or any other structures or obstructions that would interfere with the flow of storm water or City in locating, laying, constructing, operating, maintaining or repairing the Easement Area. Grantees also agree for Grantees and Grantees' heirs, successors, or assigns, that no material change in grading or vegetation over the Easement Area will be made without the prior written approval of the Director of Public Works. This Limited Access Easement is just that, limited to the maintenance of a residential yard, storage shed and perimeter fence on this residential lot. If either the shed or fence needs repaired or replaced, the Grantees, their successors and assigns, may request a permit, if applicable, for repair or replacement of the same or similar structures, so long as the responsibilities and restrictions of this Easement are being met.
4. Compliance with Stream Buffer Regulations in Easement Area. Grantees shall maintain the Easement Area in accord with the City Storm Buffer Regulations herein attached as **Exhibit "D"**, and as may be amended from time to time by the City Council as part of the City's storm water management system. In the event Grantees fails in their duty and obligation to properly maintain the Easement Area consistent with the City's code of ordinances, the City with advance written notice, except in case of an emergency, to Grantees, shall have the right, but not the obligation, to enter upon the Easement Area to remedy the failure to maintain the Easement Area. If the City exercises this right, Grantees shall be assessed and agree to pay all reasonable expenses of such exercise and remediation.
5. Waiver of Accessory Structure Regulation. Grantor hereby grants unto Grantee a waiver of the requirement set forth in the Unified Development Code of the City of Belton Missouri, Chapter 4, Section 4-1 (b) (1) which requires accessory structures to be located no closer than five (5) feet from any side or rear lot line.

6. City Access to Easement Area. Grantor, its agents, employees or contractors shall have the right to enter and go upon the Easement Area, for the purpose of locating, constructing, maintaining, and repairing the City property including the waterway, stream, drainage facilities, utilities or any other area or facility necessary to maintain the public property in or upon the Easement Area and shall upon completion of such construction, maintenance or repair, cause the land of Grantor to be restored to substantially the same condition that existed prior to Grantor's entry upon it. Grantor will notify the Grantees in writing reasonably in advance of access, except in the case of an emergency, to the Easement Area and may remove any fence sections necessary to gain access to the Easement Area. Grantors will repair or replace any fence sections damaged due to the negligent acts, errors or omissions, or willful or intentional misconduct of Grantor, its agents, employees or contractors. Grantees will be responsible for restoring or replacing the fence upon completion of the Grantor's access to the Easement Area. If Grantor requires access to the area in which the storage shed is located, the Grantor will request Grantee to move the storage shed with reasonable advance notice, except in the case of an emergency.
7. Termination of Limited Access Easement. At such time as the shed or fence is: (a) no longer located in the Easement Area, (b) in violation of property maintenance standards after written notice to Grantor and a reasonable opportunity to correct said violation, (c) destroyed, (d) removed and not replaced within twelve (12) months or (e) became an impediment to the storm water flow, the grant of this Easement shall be terminated and the shed and fence, if any, shall be removed from the Easement Area by Grantee. In the event that the stream buffer regulations are violated as determined by the Director of Public Works with all City appeals exhausted, the limited access easement shall be terminated and the shed and fence, if any, shall be removed from the Easement Area by Grantee. Until this easement terminates, all of the provisions of this limited access easement shall constitute covenants running with the land and all rights and powers given to and obligations imposed upon the respective parties shall be construed as inuring to and binding upon the successors in interest and the assigns of the parties hereto, respectively.
8. City Not Liable. Grantor shall not be held liable for any damages to the improvements named in this Easement nor to any consequential damages that may occur as a result of these improvements being placed next to a designated floodplain and within a designated stream buffer area except for such damages which result from the negligent acts, errors or omissions, or willful or intentional misconduct of Grantor, its agents, employees or contractors..
9. City Council. The Belton City Council has approved the issuance of building and fence permits contemplated and conditioned by this Easement and authorized and directed City to execute and deliver this Easement by adoption of Ordinance No. 2017-_____ dated _____.

IN TESTIMONY WHEREOF, the Grantor has hereunto set its hand as of the Effective Date.

GRANTOR

City of Belton, Missouri

By: _____
Mayor Jeff Davis

Attestation:

By: _____
Patti Ledford, City Clerk

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

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jeff Davis, Mayor of the City of Belton, Missouri, a municipality and existing under and by virtue of the laws of the State of Missouri, and Patricia A. Ledford, City Clerk of the City of Belton, Missouri, who are personally known to me to be the same persons who executed, as such officials, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

NOTARY PUBLIC

My Commission Expires:

[SEAL]

EXHIBIT A-1
CITY PROPERTY LEGAL DESCRIPTION

**EXHIBIT A-2
CITY PROPERTY GIS MAP WITH FLOODPLAIN
AND STREAM BUFFER AREAS DESIGNATED**



412 Bradford Lane

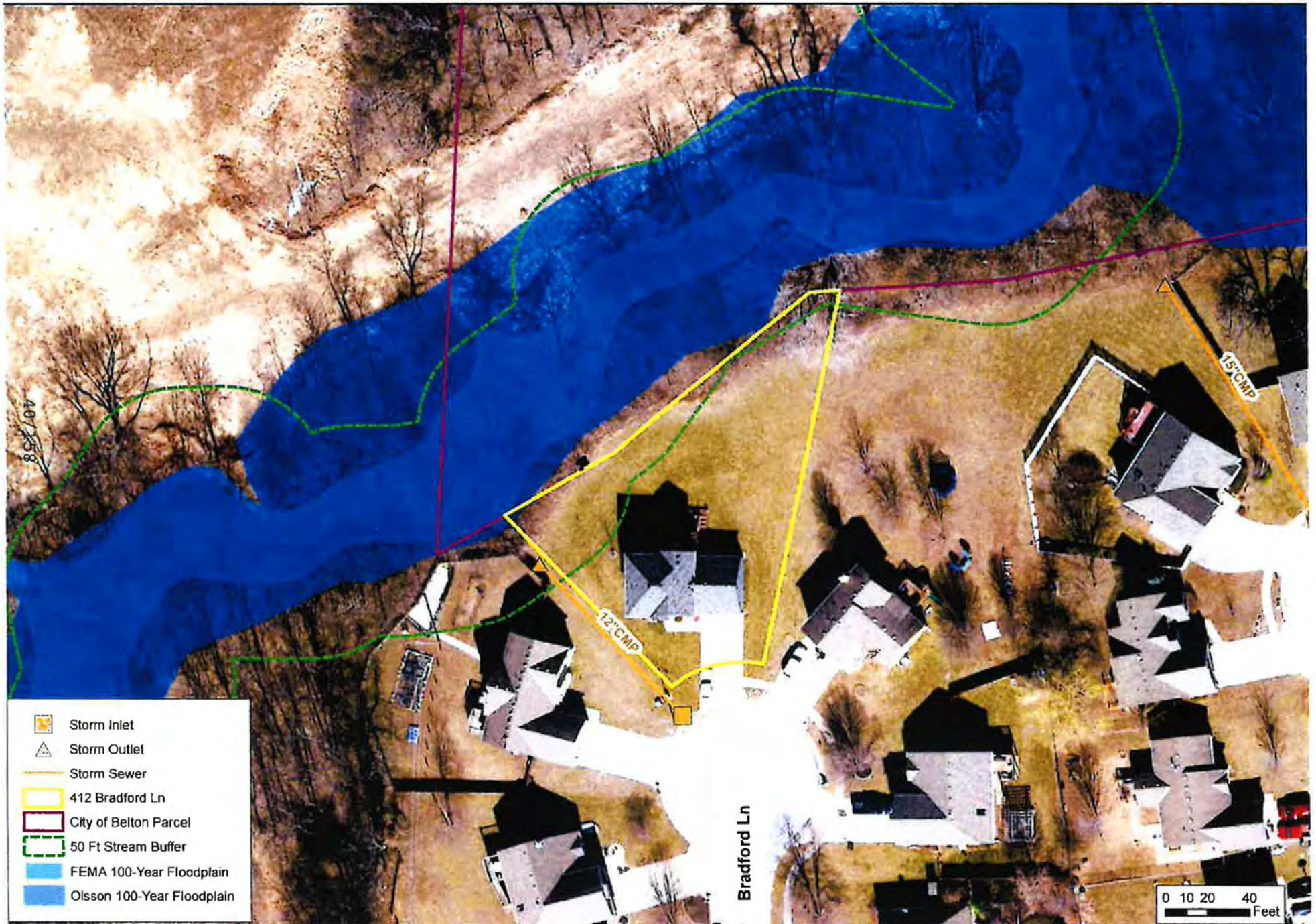


EXHIBIT B
CHRISTY PROPERTY LEGAL DESCRIPTION

Lot 54, Bradford Place Second Plat, a subdivision in Belton, Chase County, Missouri, according to the recorded plat thereof, of record in Plat Book 15, Page 95.

**EXHIBIT C-1
EASEMENT AREA LEGAL DESCRIPTION**

**(TO BE WRITTEN BY GRANTEE'S SURVEYOR UPON
APPROVAL BY CITY COUNCIL)**

**EXHIBIT C-2
EASEMENT AREA MAP**

**(TO BE DRAWN BY GRANTEE'S SURVEYOR UPON
APPROVAL BY CITY COUNCIL)**

EXHIBIT D

EXCERPTS FROM CHAPTER 32 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF BELTON, MISSOURI STORM WATER AND STREAM BUFER REGULATIONS

Sec. 32-1. - Stormwater detention requirements.

All facilities and methods discussed in this section shall meet current APWA and building code requirements.

- (1) *Applicability.* The provisions of this chapter apply to all land disturbance construction activities including residential (single-family and multifamily), commercial and industrial development. Stormwater detention facilities shall be constructed and in operation prior to any construction of impervious surface and so noted on the engineering drawings.
- (2) *Developer responsibility.* There are many methods and/or combination of methods, which may be utilized to provide the amount of storage required. It is the responsibility of the developer to choose which method or combination of methods he or she will use. All required improvements must be designed and built according to the latest edition of the Kansas City Metropolitan APWA unless otherwise required by the City of Belton. Whenever these two are in conflict, the more restrictive applies.
- (3) *Methods of storage.* The following is a list of various methods of detention including conditions and limitations, which shall be observed in the selection of a method of detention.
 - a. *Rooftop storage.*
 1. Building codes require roof load designs for rain and snow. The design load may be converted to an equivalent water depth in inches, which can be safely contained on flat roofs.
 2. The maximum storage allowed for design purposes should not exceed this depth unless a building is designed to withstand a greater roof-load. The depth of water can be controlled by proper sizing of downspouts and by constructing scuppers through the parapet walls.
 3. Overflow drains should be used to protect against possible roof overloading. Roof-water tightness is required to prevent leakage from water accumulation.
 - b. *Parking lots.*
 1. Considerable area in commercial areas is occupied by parking lots. Planned correctly these paved areas can provide adequate detention with minimum inconvenience to the public and without functional interference. This method involves storage of runoff in depressions constructed near drains.
 2. In parking lots, detention is permitted to a maximum depth of seven inches. The maximum limits of ponding may not be designed closer than ten feet from a building unless waterproofing of the building and pedestrian accessibility are properly documented.

When detention is used on parking lots by means of retaining walls or curbs, these retaining walls and curbs shall be constructed with reinforced concrete and constructed according to APWA standards.
 - c. *Recreation areas.*
 1. Recreation areas, such as open space or sports fields, generally have a substantial area of grass cover which can have high infiltration rates. A secondary use of such

- recreation areas can be made by providing for limited detention storage of runoff from adjacent areas. Because these areas are not used during periods of precipitation, detention ponding should not impede their primary use.
2. To minimize the effects of detention, the recreation area should be designed so that it will thoroughly drain. Additionally, the vegetation used on the area should be tolerant of periodic inundation and wetness. The developer and the parks and recreation department should work closely to provide open space that can also be used for limited detention storage.
- d. *Dry reservoirs.* Dry reservoirs shall be designed in accordance with the latest revision of the Standard Specifications of the Kansas City Metropolitan Chapter of the American Public Works Association as modified below:
1. *Earth bottoms.* All dry detention facilities shall be constructed with earth bottoms unless there is not sufficient runoff to support a plant community as determined by the director of public works. The pond bottom shall be designed as a wetland and plantings shall be installed in accordance with wetland design criteria as specified in the latest revision of the Mid-America Regional Council and American Public Works Association "Manual for Best Management Practices for Stormwater Quality."
 2. *Maintenance.*
 - (i) Stormwater facilities shall be maintained by the owner or other responsible party as outlined in a maintenance agreement approved by the city council at the time of final plat approval.
 - (ii) Disposal of waste from maintenance of facilities shall be constructed in accordance with applicable federal, state and local laws and regulations.
 - (iii) Records of installation and maintenance and repair shall be retained by the owner or other responsible party for the current five year period and shall be made available to the city public works department upon request.
 - (iv) Any failure to maintain a stormwater facility in accordance with city requirements or to correct problems with a stormwater facility as required by the city after receipt of due notice shall be handled under the procedure for nuisances as outlined in the Belton City Code.
 3. *Inspection.*
 - (i) Stormwater systems shall be inspected by the city public works department during and after construction and annually thereafter to assure consistency with the approved stormwater management plan.
 - (ii) All stormwater systems shall be subject to the authority of the on-site detention inspection program of the city public works department to ensure compliance with this Code and may be inspected when deemed necessary.
 - (iii) Routine or area inspections shall be based upon such reasonable selection processes as may be deemed necessary to carry out the objectives of this chapter, including but not limited to, random sampling and/or sampling in areas with evidence of stormwater pollution, illicit discharges, or similar factors. Refer to Chapter 11, Article V of the City's Code of Ordinances for details on illicit discharges and the enforcement of the prohibition of illicit discharges.
- e. *Permanent lakes.* Permanent lakes must be constructed according to the Kansas City Metro APWA standards and specifications.
- f. *Underground storage.*
1. Stormwater runoff may be controlled by a holding tank or large size pipe. This method should be limited to areas where surface ponding is prohibited due to lack or high cost

of available land or areas where the surface topography is not conducive to above-ground storage.

2. These systems must be designed so that the water surface from the 25-year storm does not exceed the elevation of the top of the storage pipe or vault or come within six inches of the bottom of any inlet grate or exceed the top of any upstream pipe; and provision must be made to safely control the 100-year storm.
 3. Underground storage systems must be designed to be relatively maintenance free by using adequate trash screens at all inlets to the system and at the control structures avoiding the use of moving parts and avoiding the use of small control pipes and narrow weir openings.
 4. Privately maintained underground storage systems located on private property must be constructed of materials which have a similar expected life as that of the project. Tanks, vaults or oversized pipes and multiple parallel pipes may be used in these private systems.
 5. All underground storage systems must have a reasonable number and type of access locations to allow easy inspection and maintenance.
- (4) *Payment in lieu of detention.* Properties located within the Markey Regional Detention Watershed (defined as that property set out on Exhibit A) in lieu of providing for on-site detention in conjunction with improvements to the property, as required by section 32-1(1) of the UDC, may make a payment in lieu of storm water detention to the City (the "Payment") and utilize the City's Regional Detention Facility as shown on Exhibit A, (the Regional Detention Facility). In order to be authorized to make a Payment and utilize the Regional Detention Facility the following must take place:
- a. *For development of property being platted.* An application (the "Application") on forms provided by the Public Works Department must be submitted at least 30 days prior to the Planning Commission's consideration of a preliminary plat which seeks to use the Regional Detention Facility in lieu of providing for on-site detention.
 - b. *For development of property not being platted.* If the proposed improvements to the property do not require a plat nor modifications to an existing plat, the Application must be provided with the site plan submitted for development review.
 - c. A drainage study (the "Drainage Study") must be filed with the Application and contain all of the information regarding the development proposed for the property being platted and its storm water detention needs. The Drainage Study shall be based on APWA 5600 and City of Belton's standards as set out in Section 36-69(b) of the UDC. The Drainage Study shall also include: a) an analysis of the proposed and existing runoff conditions of the site; b) an analysis of the capacity of downstream storm sewers, proposed storm sewer improvements and detention/retention ponds; c) a review of drainage areas that are adjacent to or that flow through the property being platted; and d) any and all other information reasonably requested by the City (the "Study").

The Director of Public Works or his designee shall have the sole discretion to approve of the Study and shall include such decision for approval to the City Council as part of its consideration of the agreement (the "Agreement") as described below.
 - d. The details of the Payment shall be set out in the Agreement between the City and the applicant and shall be expeditiously approved by the City Council:
 1. In the case of a development requiring a plat, the Agreement shall be approved by the City Council in conjunction with the approval of the preliminary plat.
 2. In the case of a development which does not require a plat, the Agreement shall be approved by a resolution or motion of the City Council.

- e. In all regards, the Payment shall be calculated at a rate (the "Rate") of \$5,100.00 per impervious acre of development as set out in the approved Study. The Payment for the property being developed shall be made to the City before a building permit will be issued for the development. After March 1, 2015 the Rate shall be increased every March 1st using an escalator fact based upon the Consumer Price Index for Construction.
- (5) *Dams, retention basins and siltation control.* Where dams are proposed in any subdivision, they must be designed by a professional engineer registered in the state. A preliminary engineering report including soil investigations and design procedures must be submitted to the director of public works for review. When a dam is planned on private property, the engineer must certify that the dam is constructed according to the approved plans and specifications.
- (6) *Stream buffer protection.*
- a. *Applicability.* This section applies to all land or new development within the stream corridor, as defined by this section and applied to designated stream segments identified on the Belton Stream Order Map and incorporated as a part of this section. No development shall occur on a parcel of land that is within or partially within the defined stream corridor, except in accordance with this section. This section does not apply to land or to development which:
 - 1. Is on land covered by an approved, unexpired final plat, preliminary plat, memorandum of understanding (MOU) or preliminary plan, where such approval was given prior to the effective date of the ordinance from which this section is derived;
 - 2. Is covered by an unexpired building permit issued prior to the effective date of this section, in accordance with the City Code, and platting was not required prior to issuance of a building permit;
 - 3. Is being used for agricultural operations; or
 - 4. If a development obtains a Federal Clean Water Act Individual 404 Permit allowing a stream to be relocated or otherwise altered, this section will apply to the new stream location and order. A copy of the approved 404 Permit shall be submitted with the buffer plan.
 - (i) No development shall be approved that proposes development on any parcel of land wholly or partially within the defined stream corridor unless the proposed development is in compliance with the applicable provisions of this section.
 - (ii) Except as otherwise provided by this section, the director of public works shall administer, implement and enforce the provisions of this section. The director may delegate any powers or duties granted by this Code to other city personnel or authorized representatives.
 - (iii) The city is authorized to develop administrative policies and guidelines to implement this section.
 - (iv) Stream buffers, as required by this section, are a part of the city's stormwater management program.
 - b. *Buffer and stream setback requirements.* All land development activity subject to this chapter shall meet the following requirements:
 - 1. *Plan requirements.*
 - (i) A buffer plan approved by the director of public works is required for all projects where development or redevelopment is to occur on property that includes or is adjacent to a stream. The plan shall set forth an informative, conceptual, and schematic representation of the proposed activity so as to enable the city an opportunity to make a reasonably informed decision regarding the proposed activity.

- (ii) The delineation of the stream buffer and its component zones shall be shown on any building construction plans, preliminary plat and final plat, as may be required by the City Code. The buffer plan shall be submitted in conjunction with the required preliminary plat and engineering plans for any development and the boundaries of the stream buffer shall be clearly delineated.
- (iii) A buffer plan shall contain the following information:
 - A. A location or vicinity map showing the limits of the FEMA-delineated 100-year flood limits.
 - B. Field-delineated and/or surveyed streams, springs, bodies of water (include a minimum of 150 feet into adjacent properties).
 - C. Labels for the stream buffer zones and any structures or activities by the zone where they are to be located.
 - D. An inspection and maintenance plan.
 - E. A planting palette in accordance with the latest revision of the Kansas City APWA Best Management Practices Manual.
- c. *Boundary markers.* Boundary markers shall be installed prior to final approval of the required clearing and grading plan.
- d. *Construction fencing.* Construction fencing shall be placed to delineate the buffer and shall be maintained throughout the construction of the project.
- e. *Final plats.* All final plats and survey documents prepared for recording shall clearly:
 - 1. Show the extent of any stream buffer on the subject property.
 - 2. Provide a note to reference any stream buffer stating: "There shall be no clearing, grading, construction or disturbance of vegetation."
 - 3. Provide a note to reference any conservation easements governing all stream buffer areas stating: "Any stream buffer shown hereon is subject to conservation easements that restrict disturbance and use of these areas."
- f. *Design standards for stream buffers.*
 - 1. A buffer for a stream shall consist of a strip of land extending along both sides of a stream.
 - 2. The required width for all stream buffers shall be a minimum average of 50 feet on each side of the stream beginning at the stream centerline and shall comply with the following. All buffers are measured from the stream centerline and are required on each side of the stream.

Stream	Minimum Average Buffer Width (feet)
First order	50
Second order	90
Third order	100
Fourth order	140
Fifth order	185
Sixth order	300

3. In no case shall the buffer be less than the floodplain limits as shown on the Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) Cass County Panels.
4. If stream buffers, or stream channels, are disturbed or destroyed during development or construction activities, they shall be restored using native vegetation or plantings.
5. The following structures, practices, and activities are permitted in the stream buffer, with specific design or maintenance features, subject to the review and approval of the city:
 - (i) Activities for the purpose of building one of the following:
 - A. A stream crossing by a driveway, transportation route or utility line;
 - B. Public water supply intake or public wastewater outfall structures;
 - C. Public access facilities that must be on the water including boat ramps, docks, foot trails leading directly to the river, fishing platforms and overlooks;
 - D. Paved foot trails and paths;
 - E. Activities to restore and enhance stream bank stability, vegetation, water quality and/or aquatic habitat, so long as native vegetation and bioengineering techniques are used.
 - (ii) Crossings for roads, bridges and utilities, subject to the following:
 - A. The right-of-way should be the minimum width needed to allow for maintenance access and installation;
 - B. The angle of the crossing shall be as close to perpendicular to the stream or buffer as is practicable to minimize clearing requirements; and
 - C. The minimum number of road crossings should be used within each subdivision, and no more than one crossing is allowed for every 1,000 feet of buffer.
 - (iii) Public sewer line easements paralleling the creek, except that all easements (permanent and construction) and land disturbance should be at least 25 feet from the top of the bank. This includes such impervious cover as is necessary for the operation and maintenance of the utility, including but not limited to manholes, vents and valve structures.
 - (iv) Within an easement of any utility existing at the time this Code takes effect or approved under the terms of this Code, land disturbance activities and such impervious cover as is necessary for the operation and maintenance of the utility, including but not limited to manholes, vents and valve structures.
 - (v) Emergency work necessary to preserve life or property. However, when emergency work is performed under this section, the person performing it shall report such work to the director of public works on the next business day after commencement of the work. Within ten days thereafter, the person shall apply for a permit and perform such work within such time period as may be determined by the director of public works to be reasonably necessary to correct any impairment such emergency work may have caused to the water conveyance capacity, stability or water quality of the protection area.
 - (vi) Placement of structures for the control and monitoring of water quality and water quantity within a stream buffer, as required by the city.
- g. *Variance procedures.* Any variance request to the requirements of this chapter shall be filed in accordance with this Unified Development Code.

- h. *Compatibility with other buffer regulations and requirements.* This chapter is not intended to interfere with, abrogate or annul any other ordinance, rule or regulation, statute or other provision of law. The requirements of this chapter should be considered minimum requirements, and where any provision of this chapter imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment shall be considered to take precedence.
- i. *Additional information requirements for development on buffer zone properties.* Any permit applications for property requiring buffers and setbacks hereunder must include the following:
1. A site plan showing:
 - (i) The location of all streams on the property;
 - (ii) Limits of required stream buffers and setbacks on the property;
 - (iii) Buffer zone topography with contour lines at no greater than two foot contour intervals;
 - (iv) Delineation of forested and open areas in the buffer zone; and,
 - (v) Detailed plans of all proposed land development in the buffer and of all proposed impervious cover within the setback;
 2. A description of all proposed land development within the buffer and setback.
 3. Any other documentation that the director of public works may reasonably deem necessary for review of the application and to ensure that the buffer zone provisions of this subsection (5) are addressed in the approval process.
- j. *Responsibility.* Neither the issuance of a development permit nor compliance with the conditions thereof, nor with the provisions of this chapter shall relieve any person from any responsibility otherwise imposed by law for damage to persons or property; nor shall the issuance of any permit hereunder serve to impose any liability upon the city, its officers or employees, for injury or damage to persons or property.
- k. *Ownership and maintenance responsibility for stream buffers.* The stream buffer areas must be established and recorded by the developer or property owner. Particular zones may be established and protected by different methods. One or more of the following methods shall be used to provide for the preservation of the buffer area in perpetuity:
1. A drainage or conservation easement;
 2. Inclusion in a development common area; or
 3. Dedication to the City of Belton with the city's acceptance.
- Developments and projects must be designed so that all established stream buffers are accessible to facilitate inspection, construction, maintenance and other activities related to the stream and city infrastructure in the buffer area. Nothing contained in this subsection shall establish an independent right of ownership.
- l. *Inspection.*
1. The city's engineering and building inspection divisions may cause inspections of the work in the buffer or setback to be made periodically during the course thereof and shall make a final inspection following completion of the work. The permittee shall assist the city in making such inspections. The city shall have the authority to conduct such investigations as it may reasonably deem necessary to carry out its duties as prescribed in this chapter, and for this purpose to enter at reasonable time upon any property, public or private, for the purpose of investigating and inspecting the sites of any land development activities within the protection area.

2. No person shall refuse entry or access to any authorized representative or agent who requests entry for purposes of inspection, and who presents appropriate credentials, nor shall any person obstruct, hamper or interfere with any such representative while in the process of carrying out official duties.

(UDC 2010, §§ 21.1—21.3; Ord. No. 2012-3879, § 1, 12-11-2012; Ord. No. 2014-4005, § 1, 6-10-2014)

Sec. 32-2. - Violations, enforcement and penalties.

Any action or inaction which violates the provisions of this chapter or the requirements of an approved plan may be subject to the enforcement actions outlined in this section. Any such action or inaction which is continuous with respect to time is deemed to be a public nuisance and may be abated by injunctive or other equitable relief. The imposition of any of the penalties described in the following subsections shall not prevent such equitable relief.

- (1) *Notice of violation.* If the city determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit, an approved site plan or the provisions of this chapter, it shall issue a written notice of violation to such applicant or other responsible person. Where a person is engaged in activity covered by this chapter without having first secured the appropriate approvals therefore, the notice of violation shall be served on the owner or the responsible person in charge of the activity being conducted on the site. The notice of violation shall contain:
 - a. The name and address of the owner or the applicant or the responsible person;
 - b. The address or other description of the site upon which the violation is occurring;
 - c. A statement specifying the nature of the violation;
 - d. A description of the remedial measures necessary to bring the action or inaction into compliance with the permit, the approved site plan or this Code and the date for the completion of such remedial action;
 - e. A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed; and,
 - f. A statement that the determination of violation may be appealed to the director of public works by filing a written notice of appeal within 30 days after the notice of violation (except that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient).
- (2) *Penalties.* In the event the remedial measures described in the notice of violation have not been completed by the date set forth for such completion in the notice of violation, anyone or more of the following actions or penalties may be taken or assessed against the person to whom the notice of violation was directed. Before taking any of the following actions or imposing any of the following penalties, the director of public works shall first notify the applicant or other responsible person in writing of its intended action, and shall provide a reasonable opportunity, of not less than ten days (except that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours' notice shall be sufficient) to cure such violation. In the event the applicant or other responsible person fails to cure such violation after such notice and cure period, the director of public works may take anyone or more of the following actions or impose anyone or more of the following penalties.
- (3) *Stop work order.* The director of public works may issue a stop work order which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take necessary remedial measures to cure such violation or violations.

- (4) *Withhold certificate of occupancy.* The city may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.
- (5) *Suspension, revocation or modification of permit.* The director of public works may suspend, revoke or modify the permit authorizing the land development project. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated (upon such conditions as the director of public works may deem necessary) to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.
- (6) *Civil penalties.* In the event the applicant or other responsible person fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within ten days (or such greater period as the director of public works shall deem appropriate) (except that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours' notice shall be sufficient) after the director of public works has taken one or more of the actions described above, the director of public works may impose a penalty not to exceed \$1,000.00 (depending on the severity of the violation) for each day the violation remains unremedied after receipt of the notice of violation.
- (7) *Criminal penalties.* For intentional and flagrant violations of this chapter, the director of public works may issue a citation to the applicant or other responsible person, requiring such person to appear in (appropriate municipal, magistrate or recorder's) court to answer charges for such violation. Upon conviction, such person shall be punished by a fine not to exceed \$1,000.00 or imprisonment for 60 days or both. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.

(UDC 2010, § 21.4)

Sec. 32-3. - Administrative appeal and judicial review.

- (a) *Administrative appeal.* Any person aggrieved by a decision or order of the city, may appeal an enforcement action in writing within ten days after receipt of such action to the director of public works and shall be entitled to a hearing before the city council within 30 days of receipt of the written appeal.
- (b) *Judicial review.* Any person aggrieved by a decision or order of the city, after exhausting all administrative remedies, shall have the right to appeal de novo to the municipal court.
- (c) *Wetland protection.*
 - (1) All land disturbance activities shall be conducted in accordance with all state and federal laws.
 - (2) In its review of all applications, the city will utilize the U.S. Fish and Wildlife Inventory Map to determine if further study is necessary by an applicant to determine if a wetland is located on property to be developed or upon property included in a land disturbance permit application.

(UDC 2010, § 21.5)

Sec. 32-7. - Stream buffer requirement.

- (a) *Additional buffer requirements.* All land development activity subject to this chapter shall meet the following requirements:
 - (1) A buffer plan approved by the director of public works is required for all projects where development or redevelopment is to occur on property that includes or is adjacent to a FEMA designated floodplain or land subject to flooding during a 100-year storm event. The plan shall set forth an informative, conceptual, and schematic representation of the proposed activity so as

- to enable the city an opportunity to make a reasonably informed decision regarding the proposed activity.
- (2) The delineation of the buffer and its component zones shall be shown on any building construction plans, preliminary plat and final plat, as may be required by this Code. The buffer plan shall be submitted in conjunction with the required preliminary plat and engineering plans for any development and the boundaries of the stream buffer shall be clearly delineated.
 - (3) A buffer plan shall contain the following information:
 - a. A location or vicinity map showing the limits of the FEMA-delineated floodplain and 100-year flood limits.
 - b. Field-delineated and/or surveyed streams, springs, bodies of water (include a minimum of 150 feet into adjacent properties).
 - c. Labels for the buffer zones and any structures or activities by the zone where they are to be located.
 - d. An inspection and maintenance plan as outlined in the latest revision of the Mid-America Council and American Public Works Association Manual of Best Management Practices for Stormwater Quality.
 - (b) *Boundary markers.* Boundary markers shall be installed prior to final approval of the required clearing and grading plan.
 - (c) *Construction fencing.* Construction fencing shall be placed to delineate the buffer and shall be maintained throughout the construction of the project.
 - (d) *Final plats.* All final plats and survey developments prepared for recording shall clearly:
 - (1) Show the extent of any buffer on the subject property;
 - (2) Provide a note to reference any buffer stating: "There shall be no clearing, grading, construction or disturbance of vegetation"; and
 - (3) Provide a note to reference any conservation easements governing all stream buffer areas stating: "Any buffer shown hereon is subject to conservation easements that restrict disturbance and use of these areas";
 - (4) Show all floodway boundaries as required by the city planner and city engineer.

(UDC 2010, § 21.9)

Sec. 32-8. - Design standards for buffers.

- (a) A buffer for a stream shall consist of a strip of land extending along both sides of a stream.
- (b) The required width for all stream buffers shall be a minimum average of 40 feet on each side of the stream beginning at the stream centerline.
- (c) In no case shall the buffer be less than the floodplain limits as shown on the flood insurance rate map (FIRM) and flood boundary and floodway map (FBFM) Cass County Panels dated January 2, 2013 as amended, and any future revisions thereto.
- (d) If stream buffers, or stream channels, are disturbed or destroyed during development activities, they shall be restored using native vegetation or plantings as outlined in required "Planting Palette."
- (e) The following structures, practices, and activities are permitted in the stream buffer, with specific design or maintenance features, subject to the review and approval of the city:
 - (1) Activities for the purpose of building one of the following:
 - a. A stream crossing by a driveway, transportation route or utility line;
 - b. Public water supply intake or public wastewater outfall structures;

- c. Public access facilities that must be on the water including boat ramps, docks, foot trails leading directly to the river, fishing platforms and overlooks;
 - d. Paved foot trails and paths;
 - e. Activities to restore and enhance stream bank stability, vegetation, water quality and/or aquatic habitat, so long as native vegetation and bioengineering techniques are used.
- (2) Crossings for roads, bridges and utilities, subject to the following:
- a. The right-of-way should be the minimum width needed to allow for maintenance access and installation;
 - b. The angle of the crossing shall be as close to perpendicular to the stream or buffer as is practicable to minimize clearing requirements; and
 - c. The minimum number of road crossings should be used within each subdivision, and no more than one crossing is allowed for every 1,000 feet of buffer.
- (3) Public sewer line easements paralleling the creek, except that all easements (permanent and construction) and land disturbance should be at least 25 feet from the top of the bank. This includes such impervious cover as is necessary for the operation and maintenance of the utility, including but not limited to manholes, vents and valve structures.
- (4) Within an easement of any utility existing at the time this Code takes effect or approved under the terms of this Code, land disturbance activities and such impervious cover as is necessary for the operation and maintenance of the utility, including but not limited to manholes, vents and valve structures.
- (5) Emergency work necessary to preserve life or property. However, when emergency work is performed under this section, the person performing it shall report such work to the director of public works on the next business day after commencement of the work. Within ten days thereafter, the person shall apply for a permit and perform such work within such time period as may be determined by the director of public works to be reasonably necessary to correct any impairment such emergency work may have caused to the water conveyance capacity, stability or water quality of the protection area.
- (6) Placement of structures for the control and monitoring of water quality and water quantity within a stream buffer, as required by the city.

(UDC 2010, § 21.10; Ord. No. 2012-3880, § 3, 12-18-2012)

SECTION VI

A

**MINUTES OF THE
BELTON CITY COUNCIL MEETING
MARCH 28, 2017
CITY HALL ANNEX
520 MAIN STREET, BELTON, MISSOURI**

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

Councilman Savage led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Jeff Davis, Councilmen Ryan Finn, Jeff Fletcher, Gary Lathrop, Bob Newell, Lorrie Peek, Tim Savage, Chet Trutzel, and Dean VanWinkle. Also present: Alexa Barton, Acting City Manager; Megan McGuire, City Attorney; and Patti Ledford, City Clerk.

CONSENT AGENDA:

Councilman Lathrop moved to approve the consent agenda consisting of a motion **approving the minutes of the March 14, 2017, City Council Regular Meeting and the March 21, 2017, City Council Special Meeting; a motion approving the February 2017 Municipal Police Judge's Report; a motion approving Resolution R2017-06: A resolution reappointing Bobby Davidson and Gary Lathrop to the Building and Fire Prevention Codes Board of Adjustment; and a motion approving renewal of Blue Cross & Blue Shield employee provided health insurance; USABLE employee provided long term disability insurance; Delta Dental employee provided dental insurance; and Superior Vision employee provided vision insurance beginning July 1, 2017.** Councilman Peek seconded. All voted in favor. Consent agenda approved.

PERSONAL APPEARANCES:

Diane Huckshorn, Chamber of Commerce (323 Main Street) was present on behalf of herself and Scott Woodward of Family Tree Furniture and Willow Rose (401 & 402 Main Street) to request street closure of Loop Road from 3:00-8:00 P.M. on May 20, June 17, July 15, August 19, September 16, and October 21, 2017 for "Junk in the Trunk." They are requesting the closure of Loop Road, instead of Main Street like last year, to try to keep as much of traffic off of Main Street. She said the event went well last year and hopefully it will be even bigger this year. **Councilman Newell moved to approve the closure of Loop Road on May 20, June 17, July 15, August 19, September 16, and October 21, 2017 for "Junk in the Trunk" from 3:00-8:00 P.M..** Councilman Peek seconded. All voted in favor. Motion carried.

Ms. Huckshorn also informed the Council of the 2nd Annual Cass County Job Fair and Business Expo this Saturday at Belton High School. About 55 businesses from all over area will be in attendance. She typed up a list of job categories and there are almost 40 different jobs. She encouraged all of the Council to help by sharing the post. We are doing our best to showcase the county, city, and businesses. The event opens at 9:00 A.M. Vendors will be setting up from 7:00-9:00 A.M., and breakfast will be served while the vendors are being set up.

Bill Peek – President of the Fraternal Order of Police and Officers Association was present on behalf of the association. He acknowledged the City Council will be hearing the ordinance tonight to approve the labor agreement between the City and the Fraternal Order of Police Lodge #50. He thanked Mike Clark and Shane Trotter for their involvement in the negotiations and also

thanked Alexa Barton, Acting City Manager, Megan McGuire, City Attorney, and Police Chief James Person for going through the process with them. This was a first for their association and a positive step going forward. He thanked them for working with them and looks forward to doing it again in the future.

ORDINANCES:

Patti Ledford, City Clerk, gave the final reading of Bill No. 2017-26: **An ordinance accepting the recommendations of the Assistant City Manager of Belton, Missouri, and authorizing the execution of the First Amendment to the Tax Increment Financing contract between the City and Herman Enterprises, LLC. for implementation of Redevelopment Project 3 of the Plan.** Presented by Councilman Trutzel, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 9, Mayor Davis, Councilmen Savage, Newell, Peek, Fletcher, Finn, Lathrop, Trutzel, and VanWinkle; Noes: None; Absent: None. Bill No. 2017-26 was declared passed and in full force and effect as Ordinance No. 2017-4327, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-27: **An ordinance accepting the recommendations of the Assistant City Manager of Belton, Missouri, and authorizing the execution of the First Amendment to the Tax Increment Financing contract between the City and Menard, Inc. for implementation of Redevelopment Projects 1 and 2 of the Plan.** Presented by Councilman Finn, seconded by Councilman Lathrop. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Newell, Finn, Trutzel, Mayor Davis, Councilmen Lathrop, Fletcher, VanWinkle, Peek, and Savage; Noes: None; Absent: None. Bill No. 2017-27 was declared passed and in full force and effect as Ordinance No. 2017-4328, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-28: **An ordinance approving the reappropriation & revision of the City of Belton fiscal year 2017 adopted City budget.** Presented by Councilman Trutzel, seconded by Councilman Lathrop. The Council was polled and the following vote recorded; Ayes: 9, Mayor Davis, Councilmen Trutzel, Savage, Lathrop, Newell, Fletcher, VanWinkle, Finn and Peek; Noes: None; Absent: None. Bill No. 2017-28 was declared passed and in full force and effect as Ordinance No. 2017-4329, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-29: **An ordinance authorizing and approving a Public Services Agreement between the City of Belton, Missouri and Downtown Main Street, Inc. to provide public services support for the Fall Festival in Belton, Missouri in September 2017.** Presented by Councilman Newell, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Peek, VanWinkle, Savage, Trutzel, Newell, Finn, Fletcher, Mayor Davis, and Councilman Lathrop; Noes: None; Absent: None. Bill No. 2017-29 was declared passed and in full force and effect as Ordinance No. 2017-4330, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-30: **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.** Presented by Councilman VanWinkle, seconded by Councilman Trutzel. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Finn, Peek, Lathrop, Mayor Davis, Councilmen Trutzel, Fletcher, VanWinkle, Newell and Savage; Noes: None; Absent: None. Bill

No. 2017-30 was declared passed and in full force and effect as Ordinance No. 2017-4331, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-31: **An ordinance authorizing the City of Belton, Missouri through its Police Department to purchase an upgrade for the phone system software through Dice Communications.** Presented by Councilman Finn, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 9, Mayor Davis, Councilmen Savage, Peek, Newell, Finn, Fletcher, Lathrop, Trutzel, and VanWinkle; Noes: None; Absent: None. Bill No. 2017-31 was declared passed and in full force and effect as Ordinance No. 2017-4332, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-32: **An ordinance authorizing the City of Belton, Missouri through its Police Department to purchase an upgrade to the phone system to include IP based extensions and soft phones through Dice Communications.** Presented by Councilman Peek, seconded by Councilman Newell. The Council was polled and the following vote recorded; Ayes: 9, Councilmen VanWinkle, Savage, Peek, Newell, Finn, Fletcher, Lathrop, Trutzel, and Mayor Davis; Noes: None; Absent: None. Bill No. 2017-32 was declared passed and in full force and effect as Ordinance No. 2017-4333, subject to Mayoral veto.

Ms. Ledford read Bill No. 2017-35: **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.** Presented by Councilman Newell, seconded by Councilman Peek. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Ledford read Bill No. 2017-36: **An ordinance authorizing and approving a software licensing agreement between the city of Belton, Missouri, through its Fire Department, and Imagetrend, Inc. for the licensing, maintenance and support of the departmental reporting system.** Presented by Councilman Peek, seconded by Councilman Lathrop. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Ledford read Bill No. 2017-37: **An ordinance of the city of Belton, Missouri authorizing and approving an agreement award to J. M. Fahey Construction Co. for the STP 3356 (403) Belton Nexus Trail project in the amount of \$450,711.96.** Presented by Councilman Trutzel, seconded by Councilman Finn. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Ledford read Bill No. 2017-38: **An ordinance approving the final plat of Traditions 2nd plat, tract p, a 1.85-acre tract of land, located on part of government lot 2 of the SW ¼ of section 18, township 46 north, range 32 west, in the city of Belton, Cass County, Missouri.** Presented by Councilman Peek, seconded by Councilman Finn. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Ledford read Bill No. 2017-39: **An ordinance authorizing and approving an amendment to the SunGard Public Sector, Inc. agreement-schedule "A" and the purchase of Analytics NOW software module for the Finance Department.** Presented by Councilman Lathrop, seconded by Councilman Trutzel. Sheila Ernzen, Finance Director, said SunGard is discontinuing the support of Cognos and switching to Analytics. This program allows staff to get reports from the utility billing software. Vote on the first reading was recorded with all voting in favor. First reading passed.

Councilman Peek said before the reading of Bill No. 2017-40 and participating in the discussion and vote on the FOP labor agreement, she wants to declare her son, Bill Peek, is an officer with the Belton Police Department. However, under the laws of Missouri and the City of Belton, this does not create a conflict of interest. Councilman Peek has been advised that she has a duty to vote and to fulfill the obligations of her office and represent her constituents. Bill Peek is not a dependent child, nor does she or her husband have any business dealings with Bill. She has not received any campaign contributions or special treatment from Bill, any police officer, or the FOP. Therefore, she will be participating in the discussion and voting on the labor agreement.

Ms. Ledford read Bill No. 2017-40: **An ordinance authorizing and approving the labor agreement between the city of Belton, Missouri and the Fraternal Order of Police West Central Missouri Regional Lodge #50.** Presented by Councilman Trutzel, seconded by Councilman Lathrop. Vote on the first reading was recorded with all voting in favor. **Councilman Lathrop moved to hear the final reading.** Councilman Trutzel seconded. All voted in favor. The final reading was read. Presented by Councilman Trutzel, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Newell, Trutzel, Savage, Lathrop, Finn, Fletcher, VanWinkle, Peek and Mayor Davis; Noes: None; Absent: None. Bill No. 2017-40 was declared passed and in full force and effect as Ordinance No. 2017-4334, subject to Mayoral veto.

RESOLUTIONS:

Ms. Ledford read Resolution R2017-07: **A resolution authorizing the offering for sale of general obligation refunding bonds for the benefit of the City of Belton, Missouri.** Presented by Councilman Savage, seconded by Councilman Peek. Vote on the resolution was recorded with all voting in favor. Resolution passed.

Ms. Ledford read Resolution R2017-08: **A resolution authorizing the offering for sale of refunding certificates of participation for the benefit of the City of Belton, Missouri.** Presented by Councilman Newell, seconded by Councilman Peek. Vote on the resolution was recorded with all voting in favor. Resolution passed.

CITY COUNCIL LIAISON REPORTS:

Councilman Peek reported the Tree Board met on March 16. Plans are underway for Arbor Day on April 22. The Mayor will read a proclamation. There will be a dedication of a tree planted in memory of Dodie Maurer.

There will be a community health fair April 22 at High Blue Wellness Center. There are only 6 remaining weekends open in 2017 at Memorial Station. A Summerfest is planned for June 2 from 5:00-10:00 P.M. There will be food trucks, kids' activities, and a concert by the BlackJackets. The City will be joining in for the first half the event which will be replacing the citizen appreciation fair.

CITY MANAGER'S REPORT:

Alexa Barton, Acting City Manager, introduced Michael Christopher the new assistant city engineer. She said he is a welcome addition to the city and she is so happy he is here. With his

hard work this is why the Nexus trail project is on the agenda this evening. He has done a fabulous job and we welcome him to the City and we will be seeing a lot more of him.

Ms. Barton said with Council consent, she would like to consider omitting the second work session of the month, which falls on the third Tuesday. It is her understanding from staff that many years ago there was only one work session a month. There are other meetings throughout the week and this will provide a better work/life balance. She said if there is a situation where we have something come up, we can always add it back. There was discussion. **Councilman Finn moved to omit the second work session of the month, as needed.** Councilman Peek seconded. All voted in favor. Motion carried.

At 7:27 P.M., Councilman Trutzel moved to enter Executive Session to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2; 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 matters pertaining to legal actions, according to Missouri Statute 610.021.1, and that the record be closed. Councilman Peek seconded. The following vote was recorded; Ayes: 9, Mayor Davis, Councilmen Savage, Peek, Newell, Finn, Fletcher, Lathrop, Trutzel and VanWinkle; Noes: None; Absent: None.

The Council returned from Executive Session at 8:17 P.M. Being no further business, Councilman Lathrop moved to adjourn. Councilman Peek seconded. All voted in favor. Meeting adjourned.

Patti Ledford, City Clerk

Jeff Davis, Mayor

SECTION VIII

F

AN ORDINANCE DECLARING THE RESULTS OF THE ANNUAL ELECTION OF MUNICIPAL OFFICERS OF THE CITY OF BELTON, MISSOURI.

WHEREAS, the election of municipal officers was held on Tuesday, April 4, 2017; and

WHEREAS, the County Clerk has certified the election results and those results are attached as Exhibit A.

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

Section 1. It is hereby found, declared and determined in accordance with the certification of election results from the Cass County Clerk, at the annual election of municipal officers held April 4, 2017, in conformity with the laws of the State of Missouri, as follows:

- 1. For the office of Mayor:

CANDIDATE	TOTAL VOTES RECEIVED
Jeff Davis	1498
Stephanie J. Davidson	1076

The City Council does find that Jeff Davis is the candidate for the office of Mayor, for a four-year term, who received the highest number of votes, and he shall hold office for a term of four (4) years or until his successor is duly elected or appointed and qualified according to law.

- 2. For the office of Chief of Police:

CANDIDATE	TOTAL VOTES RECEIVED
James Person	2212

The City Council does find that James Person is the candidate for the office of Chief of Police, for a four-year term, who received the highest number of votes, and he shall hold office for a term of four (4) years or until his successor is duly elected or appointed and qualified according to law.

- 3. For the office of Councilman, Ward 1 for a one-year (1) term:

CANDIDATE	TOTAL VOTES RECEIVED
Ryan Finn	346
Jason Harrison	306

The City Council does find that Ryan Finn is the candidate for the office of Councilman, Ward 1, for a one-year term, who received the highest number of votes, and he shall hold office for a term of one (1) years or until his successor is duly elected or appointed and qualified according to law.

Section 2. SEVERANCE CLAUSE: The provisions of this ordinance are declared to be severable, and if any sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses or phrases of this ordinance, but they shall remain in effect notwithstanding the invalidity of any part thereof.

Section 3. REPEAL OF CONFLICTING ORDINANCES: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. EFFECTIVE DATE: This ordinance shall be in full force and effect from and after its passage and approval.

READ FOR THE FIRST TIME: April 11, 2017

READ FOR THE SECOND TIME AND PASSED: April 11, 2017

Mayor Jeff Davis

Approved this 11th day of April, 2017.

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 11th day of April, 2017, and thereafter adopted as Ordinance No. 2017-___ of the City of Belton, Missouri, at a regular meeting of the City

Council held on the 11th day of April, 2017, after the second reading thereof by the following vote, to-wit:

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

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

Election Summary Report
CASS COUNTY
MUNICIPAL ELECTION
Summary For Jurisdiction Wide, All Counters, All Races
Unofficial Results

04/04/17

21:10:21

EXHIBIT

A

Registered Voters 70359 - Cards Cast 11914 16.93% Num. Report Precinct 45 - Num. Reporting 45 100.00%

BELTON MAYOR

	Total	
Number of Precincts	9	
Precincts Reporting	9	100.0 %
Total Votes	2578	
<hr/>		
JEFF DAVIS	1498	58.11%
STEPHANIE J DAVIDSON	1076	41.74%
Write-in Votes	4	0.16%

BELTON CHIEF OF POLICE

	Total	
Number of Precincts	9	
Precincts Reporting	9	100.0 %
Total Votes	2302	
<hr/>		
JAMES R. PERSON	2212	96.09%
Write-in Votes	90	3.91%

BELTON WARD 1

	Total	
Number of Precincts	3	
Precincts Reporting	3	100.0 %
Total Votes	656	
<hr/>		
RYAN FINN	346	52.74%
JASON HARRISON	306	46.65%
Write-in Votes	4	0.61%

SECTION V

A

ORDINANCE NO. 2017 - _____

OF

CITY OF BELTON, MISSOURI

PASSED

April 11, 2017

**NOT TO EXCEED
\$4,500,000
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2017**

ORDINANCE
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- Exhibit A - Form of Bonds
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- Exhibit E - Notice of Sale

AN ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED \$4,500,000 PRINCIPAL AMOUNT OF CITY OF BELTON, MISSOURI, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Belton, Missouri (the “City”), is a constitutionally chartered city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City is authorized under the provisions of the General Obligation Bond Law (as defined below), to incur indebtedness and issue and sell general obligation bonds of the City to evidence such indebtedness for lawful purposes, upon obtaining the approval of the qualified electors of the City voting on the question; and

WHEREAS, the City has heretofore issued and has outstanding, in addition to other series not listed, the following series of general obligation bonds:

<u>Series of Bonds</u>	<u>Amount Outstanding</u>
General Obligation Bonds, Series 2007 (the “Series 2007 Bonds”)	\$4,470,000

WHEREAS, the City desires to current refund all of the outstanding Series 2007 Bonds maturing in 2018 and thereafter, in the principal amount of \$4,470,000 (the “Refunded Bonds”) as identified on **Exhibit D** hereto, and the City is authorized under the provisions of the Refunding Bond Law (as defined below), to refund, extend and unify the whole or part of its valid general obligation indebtedness; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants at this time to authorize the issuance and delivery of bonds pursuant to the Refunding Bond Law and the General Obligation Bond Law for the purposes aforesaid as herein provided.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Ordinance shall have the following meanings:

“**Arbitrage Instructions**” means the arbitrage investment and rebate instructions found in the Federal Tax Certificate executed by the City in connection with the Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

“**Bond Counsel**” means Gilmore & Bell, P.C., Kansas City, Missouri, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

“**Bond Payment Date**” means any date on which principal of or interest on any Bond is payable.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

“Bondowner” or **“Registered Owner”** when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

“Bonds” means the City of Belton, Missouri, General Obligation Refunding Bonds, Series 2017, authorized and issued by the City pursuant to this Ordinance.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“Cede & Co.” means Cede & Co., as nominee name of The Depository Trust Company, New York, New York or any successor nominee of the Securities Depository with respect to the Bonds.

“Certificate of Final Terms” means the certificate attached hereto as **Exhibit B**.

“City” means the City of Belton, Missouri, and any successors or assigns.

“Code” means the Internal Revenue Code of 1986, as amended.

“Costs of Issuance Fund” means the Fund by that name created by **Section 501** hereof.

“Debt Service Fund” means the fund by that name referred to in **Section 501** hereof.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates;

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust; and

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; or

(c) Cash.

“Escrow Agent” means UMB Bank, N.A., Kansas City, Missouri, and any successors or assigns.

“Escrow Agreement” means the Letter of Instructions from the City to the Escrow Agent related to the refunding of the Refunded Bonds.

“Escrow Fund” means the fund by that name referred to in **Section 501** hereof.

“Federal Tax Certificate” means the Federal Tax Certificate executed by the City with respect to the Bonds, as from time to time amended in accordance with the provisions thereof.

“General Obligation Bond Law” means Article VI, Section 26 of the Constitution of Missouri, as amended, and Chapter 95 of the Revised Statutes of Missouri, as amended.

“Interest Payment Date” means the Stated Maturity of an installment of interest on any Bond.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or otherwise.

“Notice of Sale” means the Notice of Sale authorized by **Section 212** hereof and attached to this Ordinance as **Exhibit E**.

“Ordinance” means this Ordinance adopted by the governing body of the City, authorizing the issuance of the Bonds, as amended from time to time.

“Outstanding” means, when used with reference to Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following Bonds:

(a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means UMB Bank, N.A., in Kansas City, Missouri, and any successors or assigns.

“Permitted Investments” means any of the following securities, if and to the extent the same are at the time legal for investment of the City’s funds:

- (a) United States Government Obligations;
- (b) bonds, notes or other obligations of the State of Missouri, or any political subdivision of the State of Missouri, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;
- (c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a), (b) or (d) and have a market value at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City;
- (d) obligations of Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks and Farmers Home Administration;
- (e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (d) above, inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit or time deposits;
- (f) money market mutual funds (1) that invest in Government Obligations or that are registered with the federal Securities and Exchange Commission (SEC), meeting the requirements of Rule 2a-7 under the Investment Company Act of 1940, and (2) that are rated in either of the two highest categories by a nationally recognized rating service; and
- (g) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Missouri.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means the Purchase Price authorized in Section 209 hereof and specified in the Certificate of Final Terms attached hereto as **Exhibit B**.

“Purchaser” means the original purchaser of the Bonds selected by the City in accordance with **Section 209** hereof and specified in the Certificate of Final Terms attached hereto as **Exhibit B**.

“Record Date” for the interest payable on the Bonds on any Interest Payment Date means the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Refunded Bonds” means that portion of the outstanding Series 2007 Bonds which are identified on **Exhibit D** hereto.

“Refunding Bond Law” means Article VI, Section 28 of the Constitution of Missouri, as amended, and Section 108.140 of the Revised Statutes of Missouri, as amended.

“Replacement Bonds” means Bonds issued to the beneficial owners of the Bonds in accordance with **Section 210(b)** hereof.

“Securities Depository” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“Series 2007 Bonds” means the City’s General Obligation Bonds, Series 2007.

“Series 2007 Ordinance” means the Ordinance of the City authorizing the issuance of the Series 2007 Bonds.

“Special Record Date” means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in each Bond as the fixed date on which the principal of such Bond or any installment of interest is due and payable.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are held in a custodial or trust account for the benefit of the City.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. There shall be issued and hereby are authorized and directed to be issued the City of Belton, Missouri, General Obligation Refunding Bonds, Series 2017 in an aggregate principal amount not to exceed \$4,500,000 (the “Bonds”), for the purpose of current refunding the Refunded Bonds and paying the costs related to the issuance of the Bonds and the refunding of the Refunded Bonds.

Section 202. Description of Bonds. The Bonds shall consist of fully registered bonds without coupons, numbered from R-1 upward in order of issuance, and shall be issued in denominations of \$5,000 or any integral multiple thereof. All of the Bonds shall be dated their date of delivery, shall become due in the amounts on the Stated Maturities and shall bear interest at the respective rates per annum, as set forth in the Certificate of Final Terms; provided that the Bonds shall have a final maturity not later than 2023, shall have a weighted average maturity of not less than 2.0 years and not more than 5.0 years, shall bear interest at various interest rates not to exceed a true interest cost of 2.80% per annum, and shall provide net present value savings of at least 2.00% of the principal amount of the Refunded Bonds. The final terms of the Bonds shall be specified in the Certificate of Final Terms attached hereto as **Exhibit B** upon the execution thereof, and the

signatures of the officers of the City executing the Certificate of Final Terms shall constitute conclusive evidence of their approval and the City's approval thereof.

The Bonds shall bear interest at the rates specified in the Certificate of Final Terms (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year, beginning on September 1, 2017.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be in substantially the form set forth in **Exhibit A** attached hereto.

Section 203. Designation of Paying Agent. UMB Bank, N.A. in Kansas City, Missouri, is hereby designated as the City's paying agent for the payment of principal of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds (the "Paying Agent").

The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (1) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (2) causing notice of the appointment of the successor Paying Agent to be given by first class mail to each Bondowner. The Paying Agent may resign upon giving written notice by first class mail to the City and the Registered Owners not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until a successor acceptable to the City has been appointed and has accepted the duties of Paying Agent.

Every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company authorized to do business in the State of Missouri organized and doing business under the laws of the United States of America or of the State of Missouri, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

Section 204. Method and Place of Payment of Bonds. The principal and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal of each Bond shall be paid at Maturity by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the payment office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register, or (b) in the case of an interest payment to (i) the Securities Depository, or (ii) any Registered Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 5 days prior to the Record Date for such interest, containing the electronic transfer instructions including the name and address of the bank (which shall be in the continental United States), ABA routing number, account name and account number to which such Registered Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall

be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

Section 205. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Paying Agent as herein provided. Each Bond when issued shall be registered in the name of the owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the payment office of the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees and expenses of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

The City and the Paying Agent shall not be required to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners whose authority is evidenced to the satisfaction of the Paying Agent.

Section 206. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk and shall have the official seal of the City affixed or imprinted thereon. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the State Auditor of Missouri as provided by law, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to or upon the order of the Purchaser upon payment of the purchase price of the Bonds plus accrued interest thereon to the date of their delivery.

Section 207. Mutilated, Destroyed, Lost and Stolen Bonds. If (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Paying Agent, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the City or the Paying Agent may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the City.

Section 209. Sale of Bonds. The Bonds shall be sold at public sale to the Purchaser whose bid is in compliance with **Section 202** hereof and the Notice of Sale circulated for the sale of the Bonds, is not otherwise rejected by the City in accordance with the provisions of the Notice of Sale, and will result in the lowest "true interest cost" as provided in the Notice of Sale, but excluding any interest accrued to the date of delivery. The Bonds shall be sold to the Purchaser at the Purchase Price set forth in the winning bid, as such Purchase Price may be adjusted in connection with issue sizing adjustments made in accordance with the terms of the Notice of Sale. The Mayor is authorized to accept the Purchaser's winning bid and to execute a Certificate of Final Terms to be attached to this Ordinance as **Exhibit B** for and on behalf of and as the act and deed of the City, such officer's signature thereon being conclusive evidence of such official's and the City's approval thereof. Delivery of the Bonds shall be made to the Purchaser as soon as practicable after the adoption of this Ordinance and the acceptance of the Purchaser's bid, upon payment therefor in accordance with the terms of sale.

Section 210. Book-Entry Bonds; Securities Depository.

(a) The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interest in the Bonds, except in the event the Paying Agent issues Replacement Bonds as provided in subsection (b) hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the beneficial owners as described in subsection (b).

(b) (1) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (2) if the Paying Agent receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Paying Agent shall notify the Bondowners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (1)(A) or (1)(B) of this subsection (b), the City, with the consent of the Paying Agent, may select a successor securities depository in accordance with **Section 210(c)** hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository is the registered owner of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by

the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the City, the Paying Agent or Bondowners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 210(c)** hereof, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Bondowners, as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names of, addresses for and principal amounts held by the beneficial owners of the Bonds. The cost of mailing notices, printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the City.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 211. Preliminary and Final Official Statement. The Preliminary Official Statement, in substantially the form on file in the records of the City and attached hereto as **Exhibit C** is hereby ratified and approved, and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor is hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of such Rule.

The City agrees to provide to the Purchaser within seven business days of the date of the sale of the Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 212. Notice of Sale. The Notice of Sale in substantially the form attached to this Ordinance as **Exhibit E** is hereby ratified and approved. The Mayor and the City Clerk are hereby authorized to execute the Notice of Sale, and the use and public distribution of the Notice of Sale in connection with the offering for public sale of the Bonds is hereby authorized.

ARTICLE III

NO REDEMPTION OF BONDS

Section 301. No Redemption of Bonds. The Bonds shall not be subject to redemption prior to maturity.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the City payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax. For the purpose of providing for the payment of the Bonds as the same become due, there is hereby levied upon all of the taxable tangible property within the City a direct annual tax sufficient to produce the amounts necessary for the payment of the Bonds as the same become due and payable in each year.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the City are levied and collected. The proceeds derived from said taxes shall be deposited in the Debt Service Fund, shall be kept separate and apart from all other funds of the City and shall be used for the payment of the Bonds as and when the same become due and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the Bonds when due, the Finance Director of the City is hereby authorized and directed to pay said Bonds out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEYS

Section 501. Establishment of Funds. There have been or shall be established in the treasury of the City and shall be held and administered by the Finance Director of the City the following separate funds:

- (a) Debt Service Fund.
- (b) Costs of Issuance Fund.

In addition to the funds described above, the Escrow Agreement establishes the Escrow Fund to be held and administered by the Escrow Agent in accordance with the provisions of the Escrow Agreement.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds, shall be deposited simultaneously with the delivery of the Bonds as follows:

- (a) From the proceeds of the Bonds, and other legally available funds of the City, an amount that will be sufficient for the payment of the Refunded Bonds when called for redemption on

June 1, 2017, shall be transferred to the Escrow Agent and deposited in the Escrow Fund and applied in accordance with **Section 506** hereof and the Escrow Agreement.

(b) The remaining balance of Bond proceeds shall be deposited in the Costs of Issuance Fund and shall be disbursed by the Finance Director of the City on orders of the City Council to pay costs of issuing the Bonds, including the fees of attorneys, financial consultants, accountants, rating agencies, printers and others employed to render professional services and other costs, fees and expenses incurred in connection with the issuance of the Bonds and the refunding of the Refunded Bonds. Any of such moneys not used for such purpose and remaining on deposit on October 1, 2017, shall be transferred to and deposited in the Debt Service Fund.

Section 503. Application of Moneys in Debt Service Fund. All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the purpose of paying the Bonds as and when the same become due and the usual and customary fees and expenses of the Paying Agent. The Finance Director of the City is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay the Bonds and the fees and expenses of the Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Registered Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Fund after the retirement of the indebtedness for which the Bonds were issued and all other indebtedness of the City shall be transferred and paid into the general fund of the City.

Section 504. Deposits and Investment of Moneys. Moneys in each of the funds created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions authorized to do business in the State of Missouri that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State of Missouri. All moneys held in the funds created by this Ordinance shall be kept separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

Moneys held in any fund referred to in this Ordinance (with the exception of the Escrow Fund) may be invested by the Finance Director of the City at the direction of the City Council, in accordance with this Ordinance and the Arbitrage Instructions, in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

Section 505. Nonpresentment of Bonds. If any Bond is not presented for payment when due, if funds sufficient to pay such Bond have been made available to the Paying Agent, all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with

respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the City, without liability for interest thereon, the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City or the Paying Agent shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 506. Application of Moneys in the Escrow Fund. Under the Escrow Agreement, the Escrow Agent will hold the proceeds deposited therein uninvested as cash in accordance with the Escrow Agreement. The cash held in the Escrow Fund will be applied by the Escrow Agent as provided in the Escrow Agreement. All money deposited with the Escrow Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in the Series 2007 Ordinance, this Ordinance and the Escrow Agreement.

Section 507. Redemption of Refunded Bonds. The Refunded Bonds identified on **Exhibit D** hereto are hereby called for redemption and payment prior to maturity on June 1, 2017. The Refunded Bonds shall be redeemed at the office of the paying agent for the Series 2007 Bonds, on said redemption date by the payment of the principal thereof, together with accrued interest thereon to the redemption date. In accordance with the requirements of the Series 2007 Ordinance, the City Clerk is hereby directed to cause notice of the call for redemption and payment of the Refunded Bonds to be given in the manner provided in the Series 2007 Ordinance. The officers of the City and the paying agent for the Series 2007 Bonds are hereby authorized and directed to take such other action as may be necessary in order to effect the redemption and payment of the Refunded Bonds as herein provided.

Section 508. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

ARTICLE VI

REMEDIES

Section 601. Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State of Missouri;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 602. Limitation on Rights of Bondowners. The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the Bonds, or otherwise, except as to rate of interest or date of Maturity as provided in this Ordinance. No one or more Bondowners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Bondowners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Bondowner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Bondowner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Bondowner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondowners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of the City's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company authorized to do business in the State of Missouri and having full trust powers, at or prior to the Stated Maturity of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the Bonds to the Stated Maturity, or if default in such payment has occurred on such date, then to the date of the tender of such payments. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Ordinance.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. Tax Covenants.

(a) The City covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Bonds, and (2) it will not use or permit the use of any proceeds of Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, which would adversely affect the exclusion from federal gross income of the interest on the Bonds or the Refunded Bonds. The City will also adopt such other ordinances and take such other actions as may be necessary to comply with the Code and with other applicable future laws, regulations, published rulings and judicial decisions, to the extent any such actions can be taken by the City, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The City covenants and agrees that (1) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(c) The City covenants and agrees that it will pay or provide for the payment from time to time of all rebatable arbitrage to the United States pursuant to Section 148(f) of the Code and the Arbitrage Instructions. This covenant shall survive payment in full or defeasance of the Bonds. The Arbitrage Instructions may be amended or replaced if, in the opinion of Bond Counsel nationally recognized on the subject of municipal bonds, such amendment or replacement will not adversely affect the exclusion from federal gross income of the interest on the Bonds.

(d) The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, (1) in a manner that would cause any Bond or the Refunded Bonds to be a "private activity bond" within the meaning of Section 141(a) of the Code, or (2) to make or finance a loan to any Person.

(e) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article VII** of this Ordinance or any other provision of this Ordinance, until the final maturity date of all Bonds Outstanding.

Section 802. Annual Audit. Annually, promptly after the end of the fiscal year, the City will cause an audit to be made of its funds and accounts for the preceding fiscal year by an independent public accountant or firm of independent public accountants.

Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Registered Owner. A duplicate copy of the audit shall be submitted electronically to the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access (EMMA) system in accordance with the Continuing Disclosure Certificate executed by the City in connection with the issuance of the Bonds.

As soon as possible after the completion of the annual audit, the governing body of the City shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Ordinance, the City shall promptly cure such deficiency.

Section 803. Amendments. The rights and duties of the City and the Bondowners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by ordinance of the City with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment due upon any Bond;
- (b) effect a reduction in the amount which the City is required to pay on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

Any provision of the Bonds or of this Ordinance may, however, be amended or modified by ordinance duly adopted by the governing body of the City at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Bondowners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the security of the Bondowners.

Every amendment or modification of the provisions of the Bonds or of this Ordinance, to which the written consent of the Bondowners is given, as above provided, shall be expressed in an ordinance adopted by the governing body of the City amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk, and shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or of this Ordinance will be sent by the City Clerk to any such Bondowner or prospective Bondowner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the ordinance of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance which affects the duties or obligations of the Paying Agent under this Ordinance.

Section 804. Notices, Consents and Other Instruments by Bondowners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by

agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (except for the assignment of ownership of a Bond as provided for in the form of the Bond set forth in **Exhibit A** attached hereto), if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Bondowners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Bondowners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Bondowners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

Section 805. Further Authority. The officers of the City, including the Mayor, the City Manager, Assistant City Manager, Finance Director and City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 806. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 807. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 808. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the City Council and approval by the Mayor.

Section 809. Electronic Transaction. The transactions described herein may be conducted and related documents may be received, delivered or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[remainder of page intentionally left blank]

READ FOR THE FIRST TIME: April 11, 2017

READ FOR THE SECOND TIME AND PASSED: April 11, 2017

Mayor Jeff Davis

Approved this 11th day of April, 2017.

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 11th day of April, 2017, and thereafter adopted as Ordinance No. 2017-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the 11th day of April, 2017, 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

**EXHIBIT A
TO ORDINANCE**

(FORM OF BONDS)

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**Registered
No. R- _____**

**Registered
\$ _____**

**CITY OF BELTON, MISSOURI
GENERAL OBLIGATION REFUNDING BOND
SERIES 2017**

Interest Rate

Maturity Date

Dated Date

CUSIP Number

_____, 2017

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF BELTON, MISSOURI, a constitutionally chartered city and political subdivision of the State of Missouri (the "City"), for value received, hereby acknowledges itself to be indebted and promises to pay to the registered owner shown above, or registered assigns, the principal amount shown above on the maturity date shown above, and to pay interest thereon at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year, beginning on September 1, 2017, until said principal amount has been paid.

The principal of this Bond shall be paid at maturity by check or draft to the person in whose name this Bond is registered at the maturity date thereof, upon presentation and surrender of this Bond at the payment office of **UMB BANK, N.A.**, Kansas City, Missouri (the "Paying Agent"). The interest payable on this Bond on any interest payment date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Paying Agent at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the interest payment date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or (b) in the case of an interest payment to the Securities Depository or any Registered Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice given to the Paying Agent by such Owner, not less than 5 days prior to the Record Date for such interest, containing the electronic transfer instructions including the name and address of the bank (which shall be in the continental United States), ABA routing number, account name and account number to which such Registered Owner wishes to have such transfer directed. The principal of and interest on the Bonds shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of bonds of the City designated "City of Belton, Missouri, General Obligation Refunding Bonds, Series 2017," aggregating the principal amount of \$ _____ (the "Bonds"), issued by the City for the purpose of current refunding the Refunded Bonds and paying the costs associated with the issuance of the Bonds and the refunding of the Refunded Bonds, under the authority of and in full compliance with the constitution and laws of the State of Missouri, and pursuant to an ordinance duly passed (the "Ordinance") and proceedings duly and legally had by the governing body of the City. Capitalized terms not defined herein shall have the meanings set forth in the Ordinance.

The Bonds constitute general obligations of the City payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the Bonds as the same become due.

The Bonds are issuable in the form of fully registered Bonds without coupons in denominations of \$5,000 or any integral multiple thereof.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations pursuant to the Ordinance being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of and interest on this Bond, (ii) notices and (iii) voting. Transfer of payments to participants of the Securities Depository, and transfer of payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments on this Bond shall be made in accordance with existing arrangements among the City, the Paying Agent and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE, THIS BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the payment office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payments due hereon and for all other purposes.

The proceedings relating to the issuance of the Bonds have been presented to and filed with the State Auditor of Missouri, who has examined the same and has issued a certificate that such proceedings comply with the laws of the State of Missouri and that the conditions of the Ordinance under which the Bonds were ordered to be issued have been complied with.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bonds have been done and performed and do exist in due and regular form and manner as required by the constitution and laws of the State of Missouri; that a direct annual tax upon all taxable tangible property situated in the City has been levied for the purpose of paying the Bonds when due; and that the total indebtedness of the City, including this Bond and the series of which it is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the CITY OF BELTON, MISSOURI, has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed or imprinted hereon.

[remainder of page intentionally left blank]

CERTIFICATE OF AUTHENTICATION

CITY OF BELTON, MISSOURI

This Bond is one of the Bonds
of the issue described in the
within-mentioned Ordinance.

By: _____
Mayor

Registration Date: _____

UMB BANK, N.A.,
Paying Agent

(Seal)

ATTEST:

By _____
Authorized Officer or Signatory

City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____
Title:

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of the Bonds:

GILMORE & BELL
A Professional Corporation
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

(LEGAL OPINION OF BOND COUNSEL)

**EXHIBIT B
TO ORDINANCE**

CERTIFICATE OF FINAL TERMS

**EXHIBIT C
TO ORDINANCE**

PRELIMINARY OFFICIAL STATEMENT

**EXHIBIT D
TO ORDINANCE**

REFUNDED BONDS

The Refunded Bonds consist of the principal amounts of the Series 2007 Bonds payable on the maturity dates specified below:

<u>Maturity March 1</u>	<u>Principal Amount</u>
2018	\$580,000
2019	640,000
2020	705,000
2021	775,000
2022	845,000
2023	925,000

**EXHIBIT E
TO ORDINANCE**

NOTICE OF SALE

SECTION V

B

AN ORDINANCE AUTHORIZING THE DELIVERY OF NOT TO EXCEED \$22,000,000 PRINCIPAL AMOUNT OF THE CITY OF BELTON, MISSOURI, REFUNDING CERTIFICATES OF PARTICIPATION, SERIES 2017, FOR THE PURPOSE OF PROVIDING FUNDS TO REFINANCE PROJECTS FOR THE CITY; AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION WITH THE DELIVERY OF SAID CERTIFICATES.

WHEREAS, the City of Belton, Missouri (the "City"), is authorized pursuant to the Revised Statutes of Missouri and its Charter, as amended, to sell or lease any existing sites owned by the City, together with any existing buildings and facilities thereon, in order to finance and refinance the acquisition, construction, improvement, extension, repair, remodeling, renovation, furnishing and equipping of buildings and facilities thereon, and then lease or purchase such sites, buildings and facilities; and

WHEREAS, the City Council finds and determines that it is advantageous and in the best interests of the City that the City enter into certain transactions with BOKF, N.A., as trustee (the "Trustee"), relating to the delivery of not to exceed \$22,000,000 principal amount of the City of Belton, Missouri, Refunding Certificates of Participation, Series 2017 (the "Certificates") evidencing proportionate interests in the right to receive rental payments payable pursuant to the hereinafter described Lease Agreement, for the purpose of providing funds (1) to current refund the City's outstanding Refunding and Improvement Certificates of Participation, Series 2007 (the "Series 2007 Certificates"), (2) to advance refund the City's outstanding Certificates of Participation, Series 2008 (the "Series 2008 Certificates," with the Series 2007 Certificates and the Series 2008 Certificates being collectively the "Refunded Certificates"), and (3) to pay the costs of delivering the Certificates and prepaying the Refunded Certificates; and

WHEREAS, in connection with the delivery of the Certificates, the City Council desires to authorize the execution of (a) a Trust Indenture (the "Indenture"), between the City and the Trustee for the aforementioned purposes; (b) a Base Lease (the "Base Lease"), between the City and the Trustee, pursuant to which the City shall lease certain real estate in the City and buildings and improvements thereon financed by the Refunded Certificates (the "Site") to the Trustee for a maximum term ending on March 31, 2047; and (c) a Lease Agreement (the "Lease Agreement"), pursuant to which (i) proceeds of the Certificates will be used to provide for prepaying the Refunded Certificates; (ii) the Trustee will lease the Site and the improvements thereon (collectively, the "Facilities") back from the Trustee for an initial term ending March 31, 2018 (the "Initial Term"), with successive one-year renewal options (the "Renewal Terms") exercisable by the City subject to annual budget appropriations; and (iii) the City will make rental payments to the Trustee that will be sufficient, during any term of the Lease Agreement, to pay the principal component, premium, if any, and interest component of the rental payments represented by the Certificates as the same become due; and

WHEREAS, the City Council of the City further finds and determines that it is necessary and desirable in connection with the lease of the Site to the Trustee, the lease of the Facilities from the Trustee and the delivery of the Certificates that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided.

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

Section 1. Approval of Delivery of the Certificates. The City hereby approves the sale and delivery of the Certificates in the aggregate principal amount of not to exceed \$22,000,000 for the purpose of (a) prepaying the Refunded Certificates and (b) paying the costs of delivering the Certificates and of prepaying the Refunded Certificates. The Certificates shall be issued and secured pursuant to the herein approved

Indenture. The Certificates shall be dated, shall become due in the years and in the respective principal amounts and shall bear interest and be payable as provided in the herein approved Indenture and the results of the sale of the Certificates at public sale.

The Certificates shall be sold at public sale to the purchaser (the "Purchaser") whose bid in conformity with the Notice of Sale, in substantially the form filed in the records of the City, relating to the Certificates results in the lowest true interest cost for the City, as evidenced by a certificate of final terms (the "Certificate of Final Terms"). The Certificates shall be in such denominations, shall be in such forms, shall be subject to prepayment prior to the stated payment dates thereof, shall have such other terms and provisions, and shall be executed and delivered in such manner subject to such provisions, covenants and agreements, as are set forth in the Indenture and the Certificate of Final Terms; provided that the Certificates shall have a final maturity not later than 2029, shall have a weighted average maturity of not less than 4.0 years and not more than 7.0 years, shall bear interest at various interest rates not to exceed a true interest cost of 3.75% per annum, and shall provide net present value savings of at least 5.00% of the principal amount of the Refunded Certificates. The final terms of the Certificates shall be specified in the Certificate of Final Terms attached hereto as **Exhibit A** upon the execution thereof, and the signatures of the officers of the City executing the Certificate of Final Terms shall constitute conclusive evidence of their approval and the City's approval thereof.

Section 2. Limited Obligations. The Certificates and the interest with respect thereto shall be limited obligations, payable solely out of the rents, revenues and receipts received by the Trustee from the City pursuant to the herein authorized Lease. The Certificates and the interest with respect thereto shall not constitute a debt or liability of the City, the State of Missouri or of any political subdivision thereof, and the Certificates shall not constitute indebtedness, within the meaning of any constitutional or statutory debt limitation or restriction.

Section 3. Authorization of Documents. The City is hereby authorized to enter into the following documents (the "City Documents") in substantially the forms filed in the records of the City, with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof:

- (a) Indenture.
- (b) Base Lease.
- (c) Lease Agreement.
- (d) Tax Compliance Agreement relating to the Certificates between the City and the Trustee.
- (e) Escrow Trust Agreement relating to the Certificates between the City and the escrow agent named therein.

Section 4. Official Statement. The Preliminary Official Statement filed in the records of the City is hereby ratified and approved, and the final Official Statement is hereby adopted by supplementing, completing and amending the Preliminary Official Statement. The Mayor and City Clerk are hereby authorized to execute the Official Statement and the Purchaser is hereby authorized to use the Official Statement in connection with the sale of the Certificates. For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the Mayor, the City Manager, the Assistant City Manager, the Finance Director or other appropriate officers of the City are

hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of such Rule.

The City agrees to provide to the Purchaser within seven business days of the date the City accepts the bid of the Purchaser sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 5. Execution of Documents. The City is hereby authorized to enter into, and the Mayor of the City Council of the City and the City Clerk are hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the City, the City Documents, and such other documents, certificates (including without limitation the Certificate of Final Terms attached hereto as **Exhibit A**) and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 6. Further Authority. The officers, agents and employees of the City, including the Mayor, the City Manager, the Assistant City Manager, the Finance Director, the City Clerk or other appropriate officers of the City, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the City Documents, to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed that they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the City Council and approval by the Mayor.

[remainder of page intentionally left blank]

READ FOR THE FIRST TIME: April 11, 2017

READ FOR THE SECOND TIME AND PASSED: April 11, 2017

Mayor Jeff Davis

Approved this 11th day of April, 2017.

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 11th day of April, 2017, and thereafter adopted as Ordinance No. 2017-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the 11th day of April, 2017, 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

**EXHIBIT A
TO ORDINANCE**

CERTIFICATE OF FINAL TERMS

SECTION V

C

BILL NO. 2017-44

ORDINANCE NO. 2017-

AN ORDINANCE AUTHORIZING AND APPROVING A RENEWAL OF THE FOOD SERVICE AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND BELTON REGIONAL MEDICAL CENTER, FOR FOOD SERVICES TO BELTON JAIL PRISONERS.

WHEREAS, the Belton Municipal Jail facilities operates a correctional facility and desires to obtain the services of the Belton Regional Medical Center to provide food service for inmates at the facility; and

WHEREAS, the Belton Police Department has entered into a food service agreement with the Belton Regional Medical Center for several years and found their services to be reliable and of high quality; and

WHEREAS, this renewal agreement was recently negotiated and upgraded to meet City contract standards and to cover the increased cost of food; and

WHEREAS, the funding source for this agreement is the Belton Municipal Jail facilities budget 010-3900-400-4053 fund for the amount of \$91,000.00. The funding is included in the current year's budget; and

WHEREAS, the City Council believes this food service agreement to provide nutritional and cost effective food to the jail prisoners is in the best interests of the City of Belton.

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

Section 1. That the City Council hereby authorizes and approves the Food Service Agreement, herein attached and incorporated as **Exhibit "A"** to this ordinance, for the food service to the jail prisoners.

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.

READ FOR THE FIRST TIME: April 11, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of April, 2017.

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 11th day of April, 2017, and thereafter adopted as Ordinance No. 2017-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of April, 2017, 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



FOOD SERVICE AGREEMENT

THIS AGREEMENT entered into effective the 1st day of May 2017, between Midwest Division – RBH, LLC, d/b/a **Belton Regional Medical Center** ("BRMC") and the **CITY OF BELTON, MISSOURI** ("Belton").

WHEREAS, Belton operates a correctional facility and desires to obtain the services of BRMC to provide food service for inmates at the facility; and

WHEREAS, BRMC has the capability to and desires to provide food service to the correctional facility in Belton according to the terms of this Agreement.

NOW, THEREFORE, in consideration of the above and for other good and valuable consideration the parties hereby agree as follows:

1. Term and Termination.

The term of this Agreement shall be for a period of two (2) years effective the 1st day of May, 2017, and shall expire at midnight on the 30th day of April, 2019.

2. The parties hereby agree that BRMC shall provide two (2) meals per day Monday through Saturday and breakfast on Sunday. It shall be the Responsibility of BRMC to assure that all meals provided to the inmates at the correctional facility shall comply with the nutritional requirements and calorie requirements set forth by the regulating bodies of the State of Missouri. In the event special diets are required for inmates, Belton shall provide to BRMC at least one week in advance, a written physician order specifying the special diet. The cost of said special diets shall be agreed upon by the parties and attached hereto as addendums to this Agreement prior to BRMC having responsibility for providing said special diets to inmates.

3. Hot and cold foods are to be served in containers that are pre-approved by Belton. It shall be the responsibility of Belton to transport all food from any BRMC facility to the correctional facility and BRMC shall have no responsibility for any of the food once it leaves the BRMC premises. Belton agrees to contact BRMC with the meal count using the cut off times of 8:30 a.m. for lunch and 2:00 p.m. for dinner, Monday through Saturday and 5:30 a.m. on Sunday for breakfast. Belton further agrees to pick up the meals from the BRMC facility at approximately 11:00 a.m. for the first meal and 4:30 p.m. for the second meal. Belton will assure that all jail personnel have proper identification including photo identification badges and BRMC shall have no responsibility for assuring that any party presenting him or herself as a representative of Belton shall actually be the representative of Belton. By accepting the food at the BRMC premises, Belton agrees that the food

complies with the terms of this Agreement and the applicable State law.
BRMC further agrees to provide bread, salt and pepper with each meal.

4. BRMC shall furnish Belton with a weekly menu on a three-week cycle (delivered on Fridays) which is a series of carefully planned meals.
5. BRMC agrees to provide meal tickets to the jail administrator to be named by Belton for all meals served. All foods will be listed on the meal ticket including salt, pepper, fruit, slices of bread, and other foods of a like nature and all food exceptions to the regular diets shall be noted.
6. BRMC agrees to have its food preparation facilities inspected to verify that all food preparation areas are in compliance with local and state regulations and written verification thereof shall be provided to the jail administrator at least twice annually.
7. Unless inconsistent with state law, BRMC agrees to provide meals that meet nationally recommended dietary allowances. Lunch and dinner will be provided under the following guidelines: four (4) ounces of protein/meat, one half cup of vegetables, one half cup of starch/potato, eight (8) ounces of milk, one (1) serving of fruit, one (1) bread, one (1) dessert.
8. The parties agree that either party may cancel this contract upon ten (10) days written notice to the other party if for any reason either party fails to comply with all the provisions of this Agreement. It is the responsibility of the party alleging the breach of this Agreement that they notify the breaching party in writing of the alleged breach and the breaching party shall have five (5) days to correct the alleged breach. If the breach is not corrected by the end of said five (5) day period, this Agreement shall automatically terminate within ten (10) days thereafter. Either party may cancel this Agreement for any reason by giving the other party thirty (30) days written notice.
9. At all times hereunder, Belton shall be responsible for the disposal of all disposable containers and comply with all environmental rules and regulations. In the event any licenses or permits are required for BRMC to comply with the terms and conditions of this Agreement, Belton shall take all actions necessary to aid BRMC in obtaining the necessary approvals.
10. The parties agree that Belton shall be solely responsible for determining if a special diet is required to satisfy the medical needs or problems of any inmate and agrees to indemnify and hold harmless BRMC for any liability incurred

by BRMC as a result of information of any kind provided to BRMC by Belton which is the proximate cause of any injury caused to any inmate.

11. This Agreement constitutes the entire Agreement of the parties and no other agreements, whether written or oral, not herein contained shall be of any force or effect.
12. This Agreement shall at all times be consistent with guidelines of the American Correctional Association Standards for Adult Detention Facilities to the extent they are not inconsistent with the laws of the State of Missouri.
13. Cost of meals to be paid by Belton throughout the term of the agreement shall be as follows:

Breakfast - \$3.80/per meal
Lunch/Dinner - \$5.50/per meal
Milk - \$15.08 per case
Cereal-\$55.16 per case
Silverware-\$37.59 per case

BRMC shall invoice Belton by the tenth (10th) day of each month for the meals provided to Belton in the preceding month. Within thirty (30) days of receipt of said invoice, Belton shall remit payment to BRMC. Any amounts overdue more than five (5) days shall bear interest at a rate of 1½ percent per annum.

14. Warranty of Eligibility. Each party represents and warrants to the other party that the party, its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "federal health care programs"), (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the federal healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in the party or such individual being excluded from participation in the federal healthcare programs. This shall be an ongoing representation and warranty during the term of this Agreement and each party shall immediately notify the other party of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give the other party the right to terminate this Agreement immediately for cause.

Midwest Division - RBH, LLC
d/b/a Belton Regional Medical Center

Todd Krass, CEO

Date

City of Belton, Missouri

Jeff Davis, Mayor

Date



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: April 11, 2017
ASSIGNED STAFF: James R. Person, Chief of Police
DEPARTMENT: Police

Approvals

Engineer: Dept. Dir: Attorney: City Admin.:

<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"/> Other
<input type="checkbox"/> Motion			

ISSUE/REQUEST: Approving a 2 year agreement with Belton Regional Medical Center to provide food service for the Belton City Jail.

PROPOSED CITY COUNCIL MOTION: An ordinance authorizing and approving a renewal of the food service agreement between the City of Belton, Missouri and Belton Regional Medical Center, for food services to Belton jail prisoners.

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

The Belton Regional Medical Center has been providing the meals for the jail for the past 26 years. This is a 2 year agreement and becomes effective May 1, 2019.

IMPACT / ANALYSIS:

The Belton Regional Medical Center will provide two (2) meals per day, Monday through Saturday and breakfast on Sunday. The hospital will comply with the nutritional and calorie requirements set forth by the regulating bodies of the State of Missouri, including special diets when required.

FINANCIAL IMPACT

Contractor:	Belton Regional Medical Center
Amount of Request/Contract:	\$
Amount Budgeted:	\$ 91,000.00
Funding Source:	010-3900-400-4053
Additional Funds	\$
Funding Source	
Encumbered:	\$
Funds Remaining:	\$

TIMELINE	Start: May 1, 2017	Finish: May 1, 2019
-----------------	--------------------	---------------------

OTHER INFORMATION/UNIQUE CHARACTERISTICS:

STAFF RECOMMENDATION:

OTHER BOARDS & COMMISSIONS ASSIGNED:

Date:

Action:

List of reference Documents Attached:

Food Service Agreement

SECTION V

D

AN ORDINANCE AUTHORIZING AND APPROVING A REAL ESTATE CONTRACT TO SELL SIX PLUS ACRES AT MARKEY ROAD EXECUTIVE BUSINESS PARK NORTH OWNED BY THE CITY OF BELTON, MISSOURI TO JANS, LLC BY AND THROUGH STANLEY J. KUECKER ITS MANAGING MEMBER.

WHEREAS, the City of Belton purchased land from the United States of America in 1984 including the land now known as the Markey Executive Business Park on Markey Road; and

WHEREAS, Stanley and Alice Kuecker purchased six acres from the City of Belton in the Markey Executive Business Park adjacent to Markey Road in 2004 and developed Kuecker Logistics; and

WHEREAS, the City through its Economic Development Department has continued to actively market the Markey Executive Business Park; and

WHEREAS, Kuecker Logistics desires to expand its operations at this location; and

WHEREAS, Kuecker Logistics submitted its survey and Lot Split as referenced in Exhibit "B" to the Real Estate Contract to the Planning Commission on April 17 for review and approval and subsequent approval by the Council concurrent with the approval of this land sale; and

WHEREAS, the City of Belton has determined that sale at fair market and appraised value of an additional six acres more or less to JANS, LLC by and through its managing member, Stanley J. Kuecker, will benefit the further development of the business park, create primary jobs, increase the industrial tax base and promote commercial activity in the City.

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 Real Estate Contract, herein attached and incorporated as Exhibit "A" to this ordinance, to transfer title to land as above described in the Contract to JANS, LLC.

Section 2. That the Mayor is authorized to sign the Real Estate Contract and all other documents necessary to complete this land transaction 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: April 11, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2017.

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 11th day of April, 2017, and thereafter adopted as Ordinance No.2017-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2017, after the second reading thereof by the following:

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

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

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT (the "Contract") is made and entered into this ___ day of April, 2017 (the "Effective Date") by and between the City of Belton, Missouri, a municipal corporation duly organized under the laws of the State of Missouri ("City" or "Seller") with its official office at 506 Main Street, Belton, Missouri, and JANS, LLC. ("Buyer") located at 801 W. Markey Road, Belton, Missouri.

WITNESSETH:

WHEREAS, City desires to sell and Buyer desires to purchase from City the property described herein solely on the nonnegotiable terms and conditions hereinafter set out; and

WHEREAS, by execution of this Contract, City agrees to sell the property to Buyer on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, City and Buyer agree as follows:

1. The Property. Subject to the terms and provisions of this Contract, Buyer agrees to purchase from City and City agrees to sell to Buyer the property consisting of approximately six (6) acres, legally described on Exhibit "A" attached hereto, together with all rights, easements, restrictions, and conditions thereon (the "Property").

2. Purchase Price. The total purchase price for the Property shall be an amount equal to \$ 92,250.00 payable at closing.

3. Title, Survey, and Environmental Inspection.

A. Title. The Buyer may obtain a commitment (the "Title Commitment") for an owner's policy of title insurance (the "Title Policy") together with legible copies of all documents recorded against the Property or identified on the Title Commitment as Schedule B exceptions. The Title Commitment shall describe the Property, name the Buyer as the party to be insured thereunder and commit to insure the Buyer with indefeasible, good, and marketable title to the Property in the amount of the Purchase Price.

B. Survey. Buyer presently possesses a survey (the "Survey") prepared by Engineering Solutions, attached hereto as Exhibit "B".

C. Environmental Inspection. Upon execution of this Contract, the Buyer, at its discretion, may elect to perform an environmental assessment of the Property. The City agrees to grant to the Buyer and its agents permission to access the Property and perform any environmental inspections deemed necessary to accurately ascertain any environmental concerns as needed (the "Environmental Inspection"). The Buyer agrees to pay for any and all costs of said evaluations and assessments.

D. Review of Title, Survey and Environmental Inspection. The City agrees that the Buyer shall have until ten days prior to the Closing Date (the "Review Period") in which to notify the City of any objections Buyer has to any matters shown or referred to in the Title Commitment, the Survey, or the Environmental Inspection if obtained. Any title encumbrances or exceptions that are set forth in the Title Commitment or the Survey and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions to the status of the City's title (the "Permitted Exceptions"), provided, however that the Buyer shall not be required to give written notice of objection to any liens or encumbrances reflected thereon that may be satisfied by the payment of money ("Monetary Exceptions"), all of which shall be deemed objected to and will be released by the City on or before Closing. With regard to items to which Buyer does object within the Review Period, the City agrees to promptly employ its best efforts to procure a cure for the same. In the event, however, the City is unable through the exercise of its best efforts to cure any objectionable matter prior to Closing, then at the Buyer's option, the Buyer may either (i) take title to the Property despite the existence of such failure to cure; or (ii) terminate this Contract and the parties shall be released from all further obligations hereunder.

4. Representations and Warranties. The City represents, warrants, and covenants to the Buyer that:

A. The City has full and unconditional legal capacity and authority to i) sell the Property in accordance with the terms of this Contract; ii) execute and deliver this Contract and all instruments necessary to consummate the closing of the sale of the Property, and iii) perform all obligations required by this sale transaction.

B. Except as set forth in the Title Commitment, as defined herein, the City has no knowledge that any person other than the City has any right, title, or interest in and to the Property.

C. To the City's knowledge, there are no demands, causes of action, suits, or judgments against the City or the Property that would delay, impair or prohibit the sale or the City's ability to perform, nor has the City received any written notices of any pending or threatened zoning changes, tax assessment, or condemnation, nor notice of disconnection of any existing utilities on the Property.

D. The City has not caused and will not cause the creation of any encumbrances on the Property nor allow any encumbrances to arise thereon. There are no existing contracts relating to the Property nor any leases, tenancies or occupancy of the Property.

E. To the best of City's knowledge, there has occurred no release, generation, discharge, manufacture, treatment, transportation or disposal on or in connection with the Property of any hazardous, dangerous or toxic materials, substances or wastes (all, collectively, "Hazardous Materials"), as any of such terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act (known as "CERCLA") or the Resource Conservation and Recovery Act (known as "RCRA") or any other applicable federal, state, or local law, regulation, ordinance or requirement relating

to or imposing standards of conduct concerning any hazardous, toxic or dangerous materials, substances or wastes (all, collectively "Environmental Laws").

F. There are no conditions or events, existing or threatened, which would affect or impair the sale of the Property or any usage of the Property by Buyer that have not been disclosed by the City.

5. Closing. Provided that all of the conditions of this Contract shall have been satisfied prior to or on the Closing Date, the closing of this transaction shall take place at _____ or at such other location which may be agreed upon by the parties, on or before _____, 2017 (the "Closing Date"). The City shall transfer possession of the Property to Buyer as provided below.

A. Events of Closing. At the Closing:

i. City shall deliver to Buyer the following:

a. A Special Warranty Deed duly executed and acknowledged by City, conveying to Buyer the Property free and clear of any lien, encumbrance, or exception unless otherwise permitted by this Contract.

b. Such evidence of the authority and capacity of City and its representatives as Buyer or the Title Company may reasonably require.

c. Such other documents as reasonably required by Buyer and its title company.

ii. Buyer shall deliver to City the following:

a. The consideration required pursuant to Section 2 above.

b. Such evidence of the authority and capacity of Buyer and its representatives as the City or the Title Company may reasonably require.

iii. The title company shall confirm to Buyer its commitment to issue the title policy for good and marketable title to the Property free of exceptions other than as allowed under this Contract. If title company fails to confirm such commitment, then Buyer may terminate this Contract and the parties shall be released from all further obligations hereunder.

B. Expenses.

i. Buyer shall pay the cost of the Environmental Inspection, if any, the recording fees for its Special Warranty Deed, the premium for the Owner's Policy of Title Insurance, its share of the prorations as set forth in Section 5. hereof, closing fees, and its own attorneys' fees.

ii. City shall pay its proportionate share of the prorations as set forth in Section 5 hereof and its own attorneys' fees.

iii. Except as otherwise provided in this Section, all other expenses hereunder shall be paid by the party incurring such expenses.

6. Possession. The City covenants to deliver title of the Property to Buyer free and clear of all tenancies and parties in possession on the Closing Date. The City covenants to deliver possession on the Property to Buyer on the Closing Date in a neat and presentable condition.

7. Destruction of Property. Except as otherwise provided herein, City shall bear the risk of all loss or damage to the Property. In the event at any time between the Effective Date of this Contract and the Closing Date, all or any portion of the Property is damaged or destroyed by whatever cause, then the Buyer may elect either to: (i) terminate this Contract and neither the Buyer nor City shall have any further liabilities, obligations or rights with regard to this Contract or (ii) proceed to Closing with no reduction in the Purchase Price in which event City shall deliver to the Buyer at closing a duly executed assignment of City's interest in all insurance proceeds payable as a result of any such fire or other casualty.

8. Termination and Default.

A. Default by Seller. City shall be in default hereunder if City shall fail to meet, comply with or perform any material covenant, agreement, or obligation on its part required within the time limits and in the manner required in this Contract. In such event, Buyer may proceed to enforce any and all legal rights and remedies against City including, but not limited to, specific performance.

B. Default by Buyer. Buyer shall be in default hereunder if Buyer shall fail to deliver at the closing any of the items required of Buyer in Section 5.A.ii hereof, for any reason other than a default by City hereunder. If Buyer defaults hereunder, City shall be entitled to terminate the Contract and all obligations to Buyer.

9. Miscellaneous Provisions.

A. Time of Essence. Time is of the essence in the execution of the terms and conditions of this Contract.

B. Notices. All notices, requests, demands, or other communications hereunder shall be in writing and deemed given when delivered personally or on the day said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Buyer:

JANS, LLC
801 W. Markey Road
Belton, Missouri 64012
Attention: Mike Langdon

and

Jonathan A. Margolies
McDowell Rice Smith &
Buchanan, P.C.
605 W. 47th Street, Suite 350
Kansas City, Missouri 64112

If to the City:

City of Belton, Missouri
Attn: Megan McGuire
506 Main Street
Belton, Missouri 64012

or to such other address as the parties may from time to time designate by notice in writing to the other parties.

C. Governing Law. This Contract shall be governed by and enforced in accordance with the laws of the State of Missouri.

D. Waiver. Failure of either the City or Buyer to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition, or covenant specified herein, shall not constitute a waiver of said party's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Contract.

E. Complete Agreement. This Contract constitutes the sole and entire agreement of the parties relating to the Property and supersedes all previous agreements of the parties, whether oral or written, relating to the Property.

F. Amendment. Neither this Contract nor any provision hereof may be changed, amended, modified, waived or discharged except by an instrument in writing (referring specifically to this Contract) executed by both parties.

G. Captions. All captions, headings, section and subsection numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting or otherwise varying the text of this Contract.

H. Agents. The parties state that neither party has retained a real estate company for the sale and purchase of the Property. Both parties represent to each other

that no real estate agents or brokers were involved in this transaction. Therefore no real estate commissions will be exchanged in this transaction.

I. Counterpart Execution. This Contract may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same Contract.

J. Invalid Provisions. If any one or more of the provisions of this Contract, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Contract and all other applications of any such provision shall not be affected thereby.

K. Binding Effect. This Contract shall be binding upon and inure to the benefit of City and Seller, and their respective successors and assigns.

L. Further Acts. In addition to the acts recited in this Contract to be performed by City and Buyer, City and Buyer agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

M. Attorney Fees. In the event of litigation by either party to enforce the provisions of this Contract, the prevailing party shall be entitled to recover its legal fees and costs incurred.

[signature pages follow]

IN WITNESS WHEREOF, Buyer and City have caused this Contract to be executed on the dates indicated below their respective signatures.

BUYER:

JANS, LLC

By: _____

Print Name: Stanley J. Kuecker

Title: Manager

Date: _____

State of Missouri)
) ss
County of _____)

On this ____ day of _____, 2017, before me, the undersigned notary public, personally appeared Stanley J. Kuecker, Manager of JANS, LLC, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

CITY OF BELTON, MISSOURI

By: _____

Print Name: _____, Mayor

Date: _____

(Seal)

Attest:

City Clerk

City Attorney

EXHIBIT A

LEGAL DESCRIPTION

Parcel A-I Legal Description

A tract of land being located in Parcel B, Lotsplit of Markey Road, Executive Business Park North, a plat as recorded in Plat Book 18 at Page 68, in the Office of the Recorder, Cass County, Missouri, being more particularly described as follows:

Beginning at the Southwest corner of Parcel A, of said plat, thence South 87° 08' 32" East, along the South line of said Parcel A, a distance 300.00 feet; thence South 02° 51' 28" West, a distance of 900.58 feet; thence North 84° 38' 07" West, a distance of 300.29 feet; thence North 02° 51' 28" East, a distance of 887.44 feet, returning to the Point of Beginning. Containing 268,206.10 square feet or 6.15 acres, more or less.

SECTION V

E

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A SERVICES CONTRACT AWARD TO 2A MARKETING, LLC FOR WEBSITE DEVELOPMENT FOR THE ECONOMIC DEVELOPMENT WEBSITE IN THE NOT-TO-EXCEED AMOUNT OF \$6,000.00 WITH \$300 PER MONTH FOR HOSTING, UPDATES, AND MAINTENANCE FEE.

WHEREAS, Belton contracted with Civic Plus for its City website in 2010 and then again in 2013 for the Economic Development Department Header; and

WHEREAS, funding was approved in the amount of \$3,000 in the FY2017 budget to upgrade the Economic Development Department Header to gain a fresh, new, updated look; and

WHEREAS, the website has become so antiquated that Civic Plus is unable to update and a complete redesign is needed; and

WHEREAS, staff decided it was in the best interest to solicit bids to find the best fit; and

WHEREAS, three bids were received upon request; Civic Plus, New Age Graphics and 2A Marketing, LLC; and

WHEREAS, 2A Marketing, LLC is a local marketing firm that will also host, update and maintain the site; and

WHEREAS, staff recommends City Council authorize and approve a services contract for website development award to 2A Marketing, LLC in the not-to-exceed amount of \$6,000.00, with a \$300.00 per month hosting and maintenance fee and the agreement is attached to this ordinance as **Exhibit A**; and

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

Section 1. That this ordinance authorizing and approving a services contract award to 2A Marketing, LLC for website development, hosting, updates and maintenance is hereby approved for purposes described above.

Section 2. That the Assistant City Manager is authorized to sign the Contract.

Section 3. This ordinance shall take effect and be in full force from and after its passage and approval.

Section 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: April 11, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2017.

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 11th day of April, 2017, and thereafter adopted as Ordinance No.2017-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2017, after the second reading thereof by the following:

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

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



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM**

MEETING DATE: April 11, 2017 – REGULAR MEETING
 ASSIGNED STAFF: Jay C. Leipzig, AICP- Director- Community and Economic Development

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

ISSUE

The internet has become an instrumental part of economic development marketing. One of the most effective marketing tools available is the organization’s website. Given the large volume of visitors to the Economic Development page of the City of Belton website, staff’s goal is to update the economic development website to a user-friendly site with a new and updated look. In addition, staff believes that utilizing a different vendor will enable a slightly different marketing experience that the other City of Belton pages and will add value to our marketing efforts and requests for information.

Staff is recommending entering into contract with 2A Marketing, LLC, a local marketing firm, to develop a clean, effective economic development website that will be easy to navigate. The site will continue to raise the profile of Belton among stakeholders, existing businesses, site selectors and peers in the Kansas City region.

REQUESTED COUNCIL ACTION

Approve the contract with 2A Marketing with the first reading.

BACKGROUND

The City of Belton’s website is hosted by Civic Plus. The Economic Development Department currently has a Department Header page. In the FY2017 adopted budget, a total of \$3,000 was budgeted for the purpose of updating Economic Development’s Department Header page. In our due diligence we learned that through Civic Plus, due to the age of the website, an update is not an option. We would be required to complete a redesign. With that information, it was decided to solicit bids to find the best fit for our needs. Bids were obtained from Civic Plus, New Age Graphics and 2A Marketing.

Proposals Received	E.D. Website Development Cost	Ownership
Civic Plus	\$6,425 (Annual Fee \$925 – City updates site)	Civic Plus owns site.
New Age Graphics	\$8,450 (City updates site)	City has full ownership of site.
2A Marketing	\$6,000 (Monthly update & content fee \$300 – 2A updates site.)	City has full ownership of site.

2A Marketing is a local, business that comes with great referrals. They have recently upgraded the Belton Chamber of Commerce’s website. As part of their business model, they will update the site and keep it current with new content and new pictures for a fee of \$300 per month.

IMPACT/ANALYSIS

Website Development	\$6,000
Funding Source FY2017 (224-0000-400-3235 & 224-0000-400-4008)	\$ 6,000

STAFF RECOMMENDATION

Staff recommends approval of the contract with the first reading on April 11, 2017 and the second reading of the contract on the April 25, 2017 City Council agenda.

ATTACHMENTS

- Exhibit A – Proposal
- 2A Marketing, LLC Contract
- Ordinance – Contract for Services

CONTRACT FOR SERVICES

This contract is between the City of Belton, a municipal corporation, through its Economic Development Department, principal place of business at 506 Main St., Belton, MO 64012, hereinafter referred to as "Client" and 2A Marketing LLC, principal place of business at 419 Main St., Belton, MO 64012, to perform certain website services.

2A Marketing, LLC agrees to deliver the following scope of services:

Deliverable 1. Website one-time development fee for a total cost of six thousand (\$6,000.00) dollars with half the cost due upon approval of contract and half the cost due upon delivery of live working website. See Scope of Work and Fees – Attachment A.

Deliverable 2. Website hosting, maintenance, and update fees for a cost of three hundred (\$300.00) dollars paid monthly for up to 4 hours per month of 2A Marketing's website updating services.

Client agrees to pay 2AMarketing the fees in the amounts as herein set forth above.

Term. The term of this contract is one year, automatically renewable for up to three years. This contract may be terminated by the Client with a thirty (30) day written notice.

ADDITIONAL SERVICES AND COSTS

Client further agrees that any additional requests by client beyond the scope of this contract will incur additional costs, including but not limited to the costs of software purchases, specialized production equipment purchases, and other related expenses. Client will be responsible for these costs under an amended scope and cost contract.

OWNERSHIP OF DATA

Upon completion of Deliverable 1, and receipt of full payment of six thousand (\$6,000.00) dollars by 2A Marketing, client receives ownership of Deliverable 1. Client will be the sole owner of all delivered products, including all files, images and content at the website's online location.

INTEREST ON UNPAID BALANCE

Client further agrees that should it fail to pay within thirty (30) days of billing, Client shall be held liable for the costs of collection, including but not limited to, reasonable attorney fees where allowable by law, Court costs and interest of one and one-half percent (1-1/2%) per month.

BY:
City of Belton, Missouri

Assistant City Manager

Date

BY:
2A Marketing, LLC

Authorized Corporate Representative

Date

EXHIBIT A

2A Marketing

City Of Belton EDD, 2A Marketing Website Development

Summary:

2A Marketing will develop a clean, effective new website solely featuring the City of Belton's Economic Development Department. The website will feature current happenings, future plans, annual reports, community and business resources, and more. This will be the main hub of information for the city's EDD. The site will follow the new branded style guidelines that have been created for the City of Belton.

2A Marketing Deliverables:

- Website development
- Content formatting and editing
- Photography editing
- Image formatting
- Page formatting
- Graphic design
- Menu structure and page organization for ease of navigation
- Installation of Google Analytics to monitor traffic
- Contact form linked to emails
- Calendar

Main Pages Include:

- Annual Report Page, Data Profile, Education, Major Employers, Maps, New Development, Redevelopment, Ribbon Cutting & Groundbreakings, Target Industries, Workforce, Staff, Contacts

Website development \$6,000.00 – One-time development fee

Ongoing website hosting updates and maintenance:

Monthly content additions

Monthly image additions

4 Hrs per month

\$300.00 per month

SECTION VI

A

R2017-09

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF BELTON AND Y BELTON , LLC., REGARDING THE USE OF THE MARKEY REGIONAL DETENTION FACILITY IN LIEU OF PROVIDING ON-SITE OR OTHER PRIVATE DETENTION FOR THE PROPERTY LEGALLY DESCRIBED AS LOT 1 AND A PORTION OF LOT 8, BELTON GATEWAY ADDITION UNIT NO. 2 FOR THE MULTI-TENANT BUILDING (LOT 1) AND DRIVE LANES (LOT 8) IN THE AMOUNT OF \$44,829.00.

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

WHEREAS, on September 2, 2015 the developer's engineer issued a drainage study for the Belton Gateway Addition Unit No. 2, which included Lot 1 and Lot 8. On September 28, 2016, a revision of the drainage study was issued and approved, attached as **Exhibit B**, in accordance with City standards; and

WHEREAS, on May 10, 2016 the City Council approved Ordinance Number 2016-4218 approving the Final Plat of Belton Gateway Addition Unit No. 2, a commercial/retail development on a 39.0 acre tract of land, described as a tract of land located west of 163rd Street and north of Turner Road, in the City of Belton, Cass County, Missouri; and

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

WHEREAS, Y Belton, LLC submitted development plans to City Staff in October 2016 for the property legally described as Lot 1 and Lot 8 of the Belton Gateway Addition Unit No. 2. On November 7, 2016, the Planning Commission unanimously approved the Final Development Plan for Lot 1 Belton Gateway Addition Unit No. 2; and

WHEREAS, the developer of the multi-tenant building on Lot 1, Belton Gateway Addition Unit No. 2 and drive lanes on Lot 8, Belton Gateway Addition Unit No. 2, Y Belton, LLC, has elected to participate in the City's Markey Regional Detention Program for the multi-tenant building development and drive lanes. The development is proposing to add 8.79 acres (383,246.89 square feet) of additional impervious surface; therefore, the fee is calculated to be \$44,829.00. The developer submitted an Application for Payment in Lieu of Constructing Detention in the amount of \$44,829.00 dated April 3, 2017; and

WHEREAS, City Council believes the Agreement between the City of Belton and Y Belton, LLC, regarding the use of the Markey Regional Detention Facility in lieu of providing on-site or other private detention for the property legally described as Lot 1, Belton Gateway Addition Unit No. 2 for the multi-tenant building and a portion of Lot 8, Belton Gateway Addition Unit No. 2 for the drive lanes meets the City's required standards needed for the detention of stormwater in the Markey Regional Detention Facility while also being in the best interest of the City and this development area.

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

SECTION 1. That the Agreement, herein attached and incorporated to this Resolution as **Exhibit "A"**, between the City of Belton and Y Belton, LLC, regarding the use of the Markey Regional Detention Facility in lieu of providing on site or other private detention for the property legally described as Lot 1, Belton Gateway Addition Unit No. 2 for the multi-tenant building and a portion of Lot 8, Belton Gateway Addition Unit No. 2 for the drive lanes and in the amount of \$44,829.00 is approved.

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

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

Duly read and passed this _____ day of _____, 2017.

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 11th day of April, 2017, and adopted at a regular meeting of the City Council held the 11th day of April, 2017 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: April 11, 2017

DIVISION: Engineering

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

Y Belton, LLC is developing Lot 1 and a portion of Lot 8 of the Belton Gateway Phase 2 development platted in October 2016. The development plans were approved by the Planning Commission on November 7, 2016.

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

PROPOSED CITY COUNCIL MOTION:

Approve a resolution authorizing and approving an agreement between the City and Y Belton, LLC., regarding the use of the Markey Regional Detention Facility in lieu of providing on-site or other private detention for the property legally described as Lot 1 and a portion of Lot 8, Belton Gateway Addition Unit No. 2 for the multi-tenant building (Lot 1) and drive lanes (Lot 8) in the amount of \$44,829.00.

BACKGROUND:

Section 32-1.4.c requires that a drainage study and an application be submitted. Both have been submitted to staff and approved by the Public Works Director. The fee for participation is calculated as \$5,100.00 per impervious site acre. For this development, with 8.79 acres (383,246.89 square feet) of additional impervious surface, the fee is \$44,829.00.

IMPACT/ANALYSIS:

Revenue of \$44,829.00 to Markey Regional Detention Fund.

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution authorizing and approving an agreement between the City and Y Belton, LLC., regarding the use of the Markey Regional Detention Facility in lieu of providing on-site or other private detention for the property legally described as Lot 1 and a portion of Lot 8, Belton Gateway Addition Unit No. 2 for the multi-tenant building (Lot 1) and drive lanes (Lot 8) in the amount of \$44,829.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Exhibit A: Agreement

Exhibit B: Portions of Drainage Study for the Belton Gateway Addition Unit No. 2

Application for Payment in Lieu of Constructing Detention – City of Belton, MO



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

This Development Agreement, is made as of _____, 20__, by and between _____ (the "Developer") and the City of Belton, Missouri (the "City") with respect to the use of the Markey Regional Detention Facility, and the related payment in lieu of providing on site or other private detention.

RECITALS

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

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

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

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

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

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

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

Rate. Developer shall pay \$5,100.00 per impervious acre (Lot 1 impervious area of 349,119.4 square feet (8.01 acres) and Lot 8 Impervious area of 34,127.49 square feet (0.78 acre) for a total of \$44,829.00 to the City for the utilization of the Regional Detention Basin in order to satisfy the

Developer's Section 32-1 Obligations. Said payment to be submitted to the City as a condition to the issuance of any permit related to the development of the Property.

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

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

Water Quality. Developer agrees that the water delivered into the Regional Detention Basin shall meet or exceed the minimum water quality standards of the City and the Missouri Department of Natural Resources. Developer agrees to provide the City, upon request, with the results of any water quality analyses necessary to assess the quality of the water delivered into the Regional Detention Basin. Failure to meet or exceed the minimum water quality standards of the City and the Missouri Department of Natural Resources shall be a breach of this Agreement and shall be cause for termination of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

City:

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

With a copy to the City Attorney:

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


Developer:

Y Belton, LLC
7387 West 162nd Street
Stilwell, KS 66085

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

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

DEVELOPER

By: 

Title: Manager

Date: 1-19-17

CITY

By: _____

Title: _____

Date: _____



KAW VALLEY ENGINEERING, INC.

FINAL STORMWATER MANAGEMENT STUDY

BELTON GATEWAY ADDITION UNIT NO. 2

Belton, Missouri

September 28, 2016

Prepared By:

KAW VALLEY ENGINEERING, INC.
2319 N Jackson
Junction City, Kansas 66441

KVE Project No. A13D6441-2




Dillon R. Cowing, E.I.T.

Consulting Engineers

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APPENDIX A – PROPOSED GRADING PLAN

APPENDIX B – BMP MAP

APPENDIX C – MARC BMP WORKSHEETS

APPENDIX D – HYDRAFLOW REPORT PAGES

1. INTRODUCTION

This Stormwater Management Study was prepared for the proposed development of Belton Gateway Addition Unit No. 2 in Belton, Missouri. A project location map of the approximately 39 acre site is show in Figure 1 below.



Figure 1: Site Location Map

The purpose of this study is to analyze the effects the project will have on local drainage patterns, and to determine measures necessary to prevent negative impacts downstream. In addition, best management practices (BMPs) will be designed to provide effective stormwater treatment for the site.

2. DRAINAGE ANALYSIS METHOD & CALCULATIONS

This drainage study was conducted using Hydraflow Hydrographs for AutoCAD Civil-3D 2014 to model and analyze both existing and proposed site drainage (the Hydraflow report pages are provided in Appendix D). The Soil Conservation Service (SCS) Curve Number (CN) method was used to determine stormwater runoff volumes and peak flow resulting from a 24-hour Type II design storm, in accordance with APWA Section 5600, Storm Drainage Systems and Facilities – Kansas City Metropolitan Chapter. The Mid-America Regional Council Manual of Best Management Practices for Storm Water Quality (MARC Manual) was used for BMP design calculations.

3. EXISTING DRAINAGE

Existing site drainage is directed to the east side of the site, where it discharges through two large culverts running under 163rd St./MO Hwy “Y”. The 28 acres of the site located north of the existing Turner Road drain to the culvert north of Turner Road, which has a total tributary area of 184 acres. The 11 acres of the site located south of the existing Turner Road drain to a culvert south of Turner Road, which has a total tributary area of 99 acres. A regional detention pond downstream of the culverts provides storage for all current and future runoff from the site. A drainage map of the site is provided in Figure 2 below. Existing site stormwater runoff data is provided in Table 1 below.

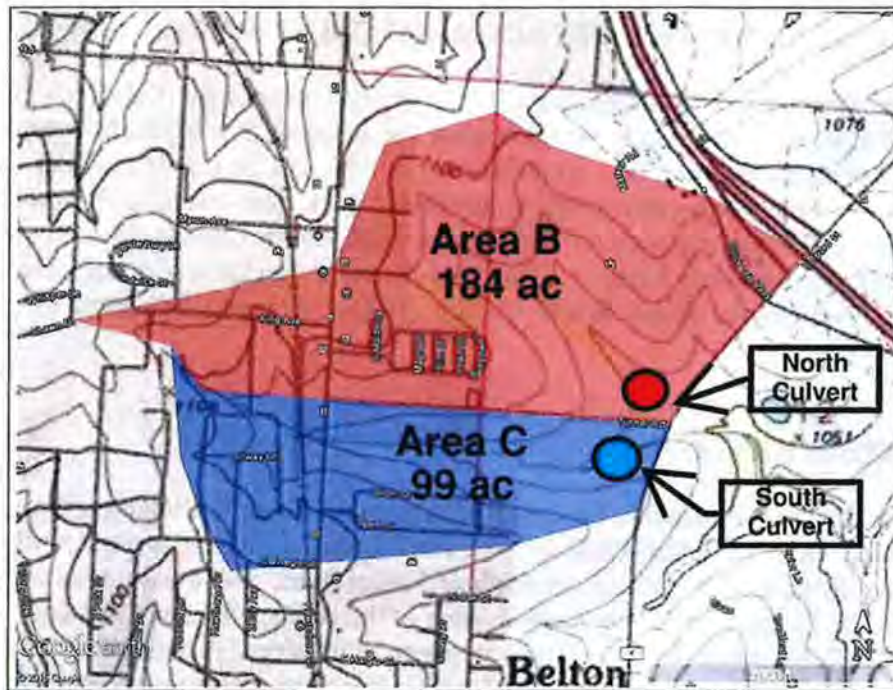


Figure 2: Existing Drainage Map

Table 1: Existing Runoff

Runoff Location	Area (ac)	CN	T _c (minutes)	Q ₂₅ (cfs)	Q ₁₀₀ (cfs)
North Culvert	184	88	26.8	853	1119
South Culvert	99	88	29.2	429	563

4. PROPOSED DRAINAGE

The proposed site will direct all stormwater runoff to the same culverts under 163rd St./MO Hwy “Y” as the existing site. On the north side of the existing Turner Rd, which will be removed as part of the development, the existing drainage way will be blocked by development, and a 60 in. pipe will be used to convey existing flows from the north through the site. The capacity of the pipe (230 cfs) will not adequately convey 100-year flows of 480 cfs into the pipe, and approximately 270,300 ft³ of detention storage will be required to mitigate the 100-year stream flows. A storage volume of approximately 340,000 ft³ is proposed as designed on the grading plan in Appendix A. On the south side of the site, the existing drainage way will be maintained, and no additional measures need be taken. Figure 3 below is a drainage map of the area draining to or through the existing site. Table 2 provides proposed runoff data.

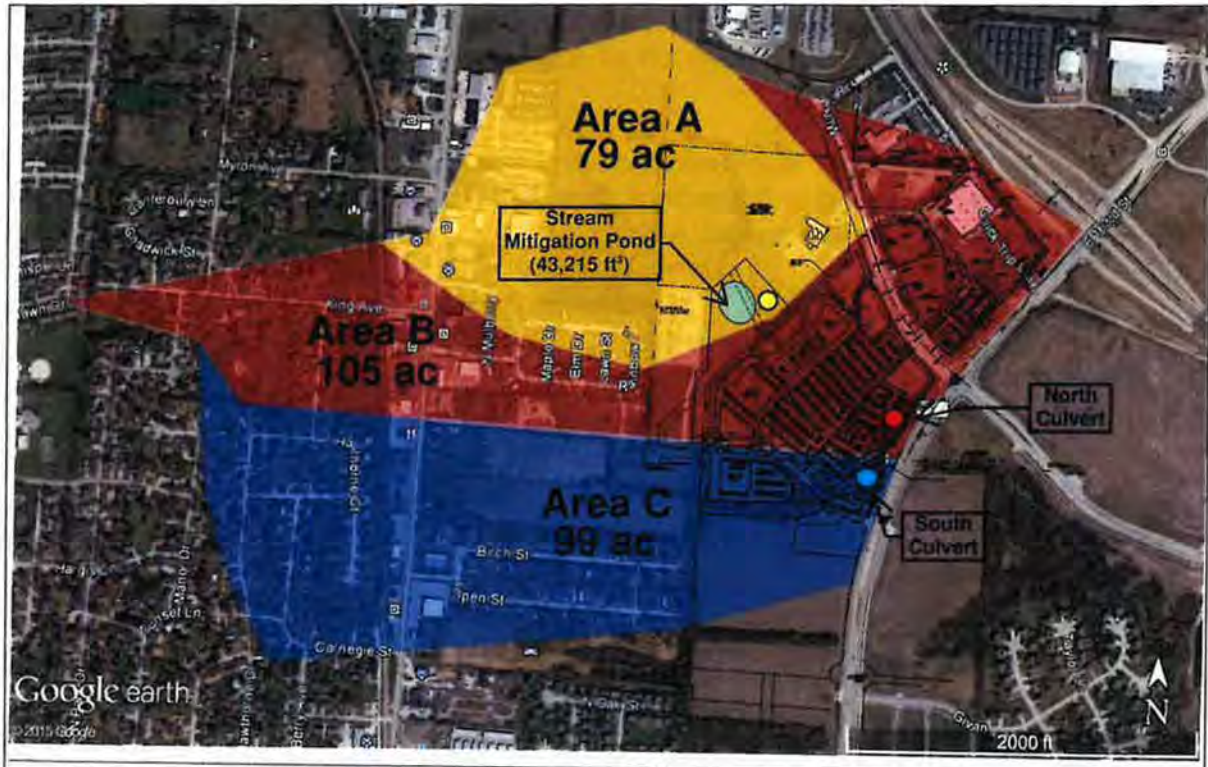


Figure 3: Proposed Drainage Map

Table 2: Proposed Runoff

Runoff Location	Area (ac)	CN	T _c (minutes)	Q ₂₅ (cfs)	Q ₁₀₀ (cfs)
Area A	79	88	26.2	366	480
Area B	105	90	26.8	503	654
North Culvert (A+B)	184	90	26.8	869	1054
South Culvert (C)	99	89	29.2	437	570

5. STORMWATER TREATMENT

Stormwater treatment will be included as part of the proposed site improvements, as large amount of impervious area will collect sediments and larger items that may contaminate stormwater runoff necessitating the use of treatment facilities. Bioretention basins, infiltration trenches, and native vegetation were selected as the preferred methods of treatment.

Worksheet 1, "Required Level of Service - Undeveloped Site" from the MARC Manual, was completed to determine the minimum required Level of Service (LS) for the site. A minimum

level of service of 6 was calculated. Worksheet 2, "Mitigation Package", was also completed; the proposed improvements will provide an LS of 6.0. Both MARC worksheets are provided in Appendix B.

Table 3 below summarizes the stormwater treatment features for the site. A map of the BMPs with drainage areas is provided in Appendix B. Final detailed design of the individual BMPs will be provided in coordination with Habitat Architects, LLC.

Table 3: Stormwater Treatment

BMP Description	Area (ac)	Value Rating	Area x Value Rating
Bioretention (east)	3.65 ac	8.5	31
Native Vegetation (east)	1.2 ac	9.25	11.1
Native Veg + Bioret. (west)	5ac	11.75	58.75
Bioretention (west)	5.3 ac	8.5	45
Infiltration Trench (east)	5 ac x 2 = 10 ac	9.0	90
Untreated	13.25 ac	0	0
Total	39.2	---	235.85
			LS=6.0

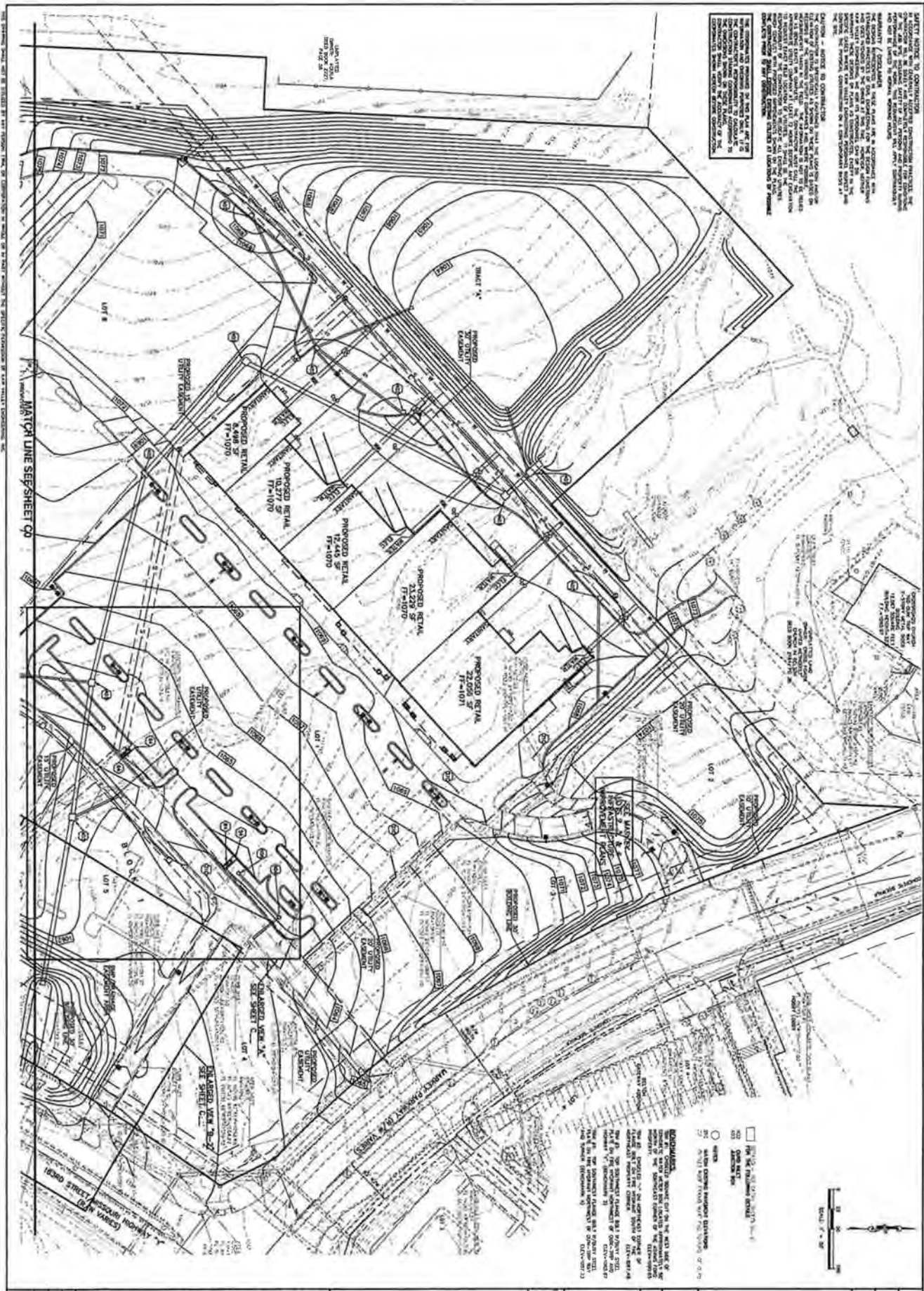
Two infiltration trenches will be constructed on the east side of the site just upstream of the culverts under Hwy Y. Each trench will be designed to treat the water quality event volume of 5 ac of runoff using a 3 ft deep trench of clean stone and 18" of ponding water. The minimum area of each trench shall be 17,650 ft², or approximately 0.41 ac. The trenches are designed to infiltrate the entire water quality volume in 72 hours.

6. CONCLUSION AND RECOMMENDATIONS

The proposed Belton Gateway Unit No. 2 development will alter stormwater drainage characteristics for the site, necessitating the use of stormwater detention and treatment facilities. A detention pond providing 340,000 ft³ of storage will mitigate flows in excess of the capacity of a 60" in. pipe that will convey upstream flows through the site. In addition, bioretention basins, infiltration trenches, and native vegetation will provide stormwater treatment in accordance with the MARC Manual.

APPENDIX A – PROPOSED GRADING PLAN

SAFETY NOTICE TO CONSTRUCTION:
 THIS GRADING PLAN IS A PRELIMINARY DESIGN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL DATA AND CONDITIONS IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING TREES AND LANDSCAPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EXISTING DRIVEWAYS AND SIDEWALKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EXISTING CURBS AND GUTTERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EXISTING DRAINAGE SYSTEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EXISTING FENCES AND BARRIERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EXISTING SIGNAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EXISTING TREES AND LANDSCAPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EXISTING DRIVEWAYS AND SIDEWALKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EXISTING CURBS AND GUTTERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EXISTING DRAINAGE SYSTEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EXISTING FENCES AND BARRIERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EXISTING SIGNAGE.



BELTON GATEWAY ADDITION UNIT NO. 2 - BLOCK 1 MISSOURI HIGHWAY 19 & MARKEY PARKWAY BELTON, MISSOURI		 KAW VALLEY ENGINEERING 2216 N. JACKSON P.O. BOX 104 SANCTUARY, MO 64088 TEL: (417) 342-1111 FAX: (417) 342-1114 www.kawvalley.com	DRAWN BY: J. HANCOCK CHECKED BY: J. HANCOCK DATE: 7/20/2007	REV. DATE DESCRIPTION 01 07/20/07 GRADING PLAN	OSN OWN CHK
PHASE 2 GRADING PLAN			SHEET NO. 12 OF 17 GP-1	PROJECT NO. 07-001	CLIENT: BELTON GATEWAY ADDITION UNIT NO. 2 - BLOCK 1

APPENDIX B – BMP MAP

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



A. GENERAL INFORMATION

APPLICANT: Y, Belton, LLC DATE: April 3, 2017

DEVELOPMENT: Belton Gateway, Unit No. 2

LOCATION: SWQ Markey Parkway and 163rd St.

B. SITE INFORMATION

Site Area: 15.23 acres

Existing Land Use: Vacant

Proposed Land Use: Commercial

Site Impervious Area:

Existing: 0.00 acres

Proposed: 8.79 acres

Difference: 8.79 acres

C. DOWNSTREAM ANALYSIS

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

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



D. Narrative section on the hydrologic and hydraulic modeling methods used; key input and output data shall be attached.

E. Maps and figures:

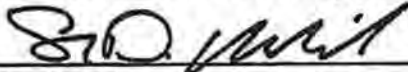
- Watershed map for regional basin showing location of proposed development within the basin. The drainage system linking the proposed development and the regional detention basin shall be highlighted.
- Existing development site map with aerial image and contour data.
- Proposed site development plan with contour data and drainage areas.
- Downstream system map with system type and size identified, along with identified flood problem areas as described in Part D above.

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

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

D. NO ADVERSE DOWNSTREAM IMPACT CERTIFICATION

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



Professional Engineer

4.3.17

Date

E. PAYMENT IN LIEU OF DETENTION ACCEPTANCE/REJECTION

The downstream impact analysis is acceptable and the application for payment in lieu of detention is APPROVED. All City stormwater standards are met.

The approved payment amount is \$ 44,829.00.

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

The application for payment in lieu of detention is DENIED.


City Engineer

Michael K Doi

4/3/2017

Date

REV	DATE	DESCRIPTION

DSN	DWN	CHK

KAW VALLEY ENGINEERING

222 N. WILSON / SUITE 100
 OKLAHOMA CITY, OKLAHOMA 73104
 PHONE: (405) 761-1111
 FAX: (405) 761-1112

IMPERVIOUS AREA - LOTS 1 & 8, BLOCK 2

BELTON GATEWAY ADD. UNIT NO. 2

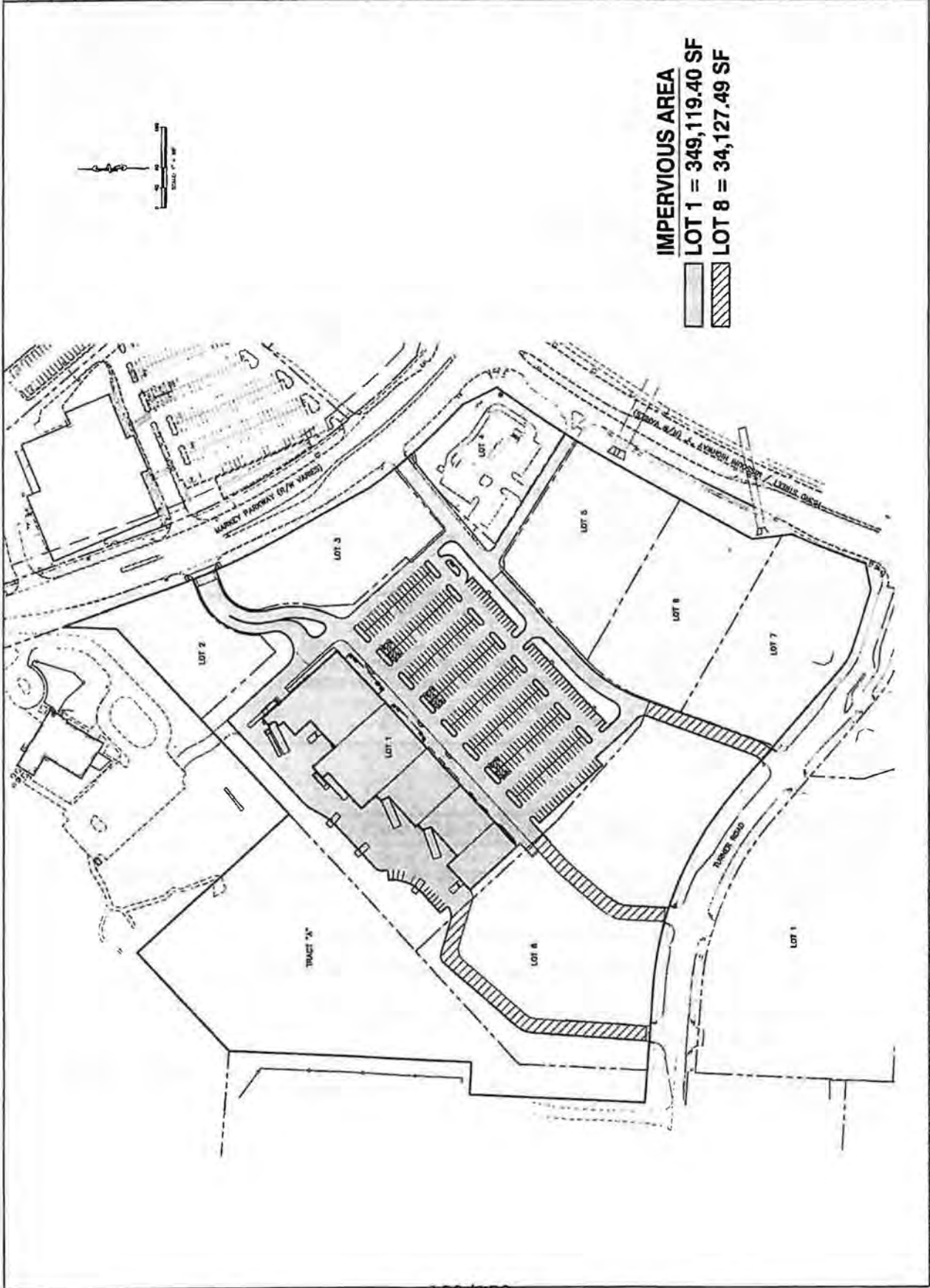
MISSOURI HIGHWAY 7 & TURNER ROAD

PROJECT NO. 158/158

DATE: 11/11/11

SCALE: AS SHOWN

1 OF 1



IMPERVIOUS AREA

LOT 1 = 349,119.40 SF

LOT 8 = 34,127.49 SF