



**CITY OF BELTON
CITY COUNCIL
REGULAR MEETING
TUESDAY, MARCH 14, 2017 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

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

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

- A. Motion approving the minutes of the February 21, 2017, City Council Special Meeting, the February 28, 2017, City Council Regular Meeting, and the March 7, 2017, City Council Special Meeting.

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- V. PERSONAL APPEARANCES
- VI. POLICE DEPARTMENT PRESENTATION OF 2016 DEPARTMENTAL AWARDS
Recess for Reception in Honor of Award Recipients
- VII. ORDINANCES

- A. Motion approving final reading of Bill No. 2017- 21:
An ordinance authorizing the City Council to approve a water shut-off agreement for non-payment of sewer services between the cities of Belton and Raymore, Missouri and Danny and Phyllis Berry to facilitate and coordinate providing sanitary sewer to the Berry property adjacent to the City of Belton.
- B. Motion approving final reading of Bill No. 2017- 22:
An ordinance determining the salary of the Police Chief position to be elected on April 4, 2017.
- C. Motion approving final reading of Bill No. 2017- 24:
An ordinance approving a Special-Use Permit to allow used auto sales and service on property zoned C-2- (General Commercial) to be located at 1421 E. North Avenue in Belton, Missouri.

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- D. Motion approving final reading of Bill No. 2017- 25:
An ordinance approving the proposed Fiscal Year 2018 City Budget, as revised, and appropriating funds from the revenues of the City.

- E. Motion approving first 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.

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- F. Motion approving first 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.

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- G. Motion approving first reading of Bill No. 2017-28:
An ordinance approving the reappropriation & revision of the City of Belton fiscal year 2017 adopted City budget.

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This is the final budget amendment for fiscal year 2017 and amends the annual budget to appropriate interfund transfers for the General fund, Capital Improvement Sales Tax fund and Park Sales Tax fund and appropriate additional revenues that were received in the Mayor's Christmas Tree fund, Cedar Tree TIF fund, Y Highway Market Place TIF fund, Y Belton Plaza TIF fund, Southtowne Plaza TIF fund, Street Capital Projects fund, Wastewater Treatment Plant Improvements fund, Water SRF 1 Projects fund and Water SRF 2 Projects fund throughout the year.

- H. Motion approving first 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.

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- I. Motion approving first 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.

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- J. Motion approving first 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.

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- K. Motion approving first 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.

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- L. Motion approving both readings of Bill No. 2017-33:
An ordinance authorizing and directing the Mayor to enter into a Funding Agreement between Salina Hotel Corporation, a Kansas corporation, and the City of Belton, Missouri, a constitutional charter city of the State of Missouri, for the preparation and implementation of an application for incentives, a redevelopment plan, and a redevelopment agreement.

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VIII. RESOLUTIONS

- A. Motion approving Resolution R2017- 04:
A resolution approving Task Agreement No. 2017-001 with JCI Industries, Inc. under the On-Call Pump Repair and Service Agreement per Ordinance 2016-4277 to replace two existing wastewater pumps and piping at the Kentucky View Lift Station in the amount of \$33,660.

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- B. Motion approving Resolution R2017-05:
A resolution approving actions of the Acting City Manager to engage Precision Construction & Contracting, LLC for emergency replacement of storm sewer pipe at 7809 East 170th Street, Belton, Missouri and ratifying Task Agreement No. 2017-1 in the amount of \$21,159.87.

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- IX. CITY COUNCIL LIAISON REPORTS
X. MAYOR'S COMMUNICATIONS
XI. CITY MANAGER'S REPORT
XII. MOTIONS
XIII. OTHER BUSINESS
XIV. ADJOURN

SECTION IV

A

**MINUTES OF THE
BELTON CITY COUNCIL
SPECIAL MEETING
FEBRUARY 21, 2017
CITY HALL ANNEX, 520 MAIN STREET
BELTON, MISSOURI**

Mayor Davis called the special meeting to order at 8:06 P.M.

Councilman Trutzel 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 Van Winkle; Also present: Acting City Manager, Alexa Barton; Megan McGuire, City Attorney; and Patti Ledford, City Clerk.

CONSENT AGENDA:

Councilman Trutzel moved to approve the consent agenda consisting of a **motion approving the minutes of the January 24, 2017, City Council Regular Meeting; a motion approving the January 2017 Municipal Police Judge's Report; a motion approving the purchase of one (1) new skid steer breaker attachment from Rex Spencer in the amount of \$6,000.00 for the Transportation Department; and a motion approving Resolution R2017-03: A Resolution authorizing the City Council of Belton, Missouri to appoint Patricia Porter to serve on the Belton Tree Board.** Councilman Peek seconded. All voted in favor. Consent agenda approved.

ORDINANCES:

Patti Ledford, City Clerk, gave the final reading of Bill No. 2017-10: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN AGREEMENT TO PYRAMID EXCAVATION AND CONSTRUCTION, INC. FOR THE EAST PACIFIC PROJECT INCLUDING STORMWATER DRAINAGE IMPROVEMENTS AND WATERLINE REPLACEMENTS IN THE AMOUNT OF \$632,355.00.** Presented by Councilman Savage, seconded by Councilman Finn. Alexa Barton, Acting City Manager, addressed a question from the last meeting regarding the bids. She said the table within the provision of information form made it appear as though there was separation in storm water when in all actuality that column shows the funding that would come from storm water and the funding that would come from water. This project was bid as an all or nothing bid. The recommendation is to go with the low \$632,355 bid with Pyramid Excavation with a breakout of costs going to those two separate funds. Councilman Lathrop commented that in the future he thinks we should have separate bids and if we don't like them then we can have all in one because if each one would have been bid separately we probably could have saved \$50,000. Ms. Barton said note taken and we will look at those projects as they come forward to determine the best method to bid those. Vote on the final reading was recorded: Ayes: 9, Mayor Davis, Councilmen Savage, Newell, Peek, Fletcher, Finn, Lathrop, Trutzel, and Van Winkle; Noes: None; Absent: None. Bill No. 2017-10 was declared passed and in full force and effect as Ordinance No. 2017-4309, subject to Mayoral veto.

Ms. Ledford read Bill No. 2017-11: **AN ORDINANCE ACCEPTING A DONATION FROM AUSTIN AND ROBERTA LANDRETH FOR THE PURCHASE OF A NEW**

TELEVISION FOR FIRE STATION #1 AND APPROVING A RE-APPROPRIATION AND REVISION OF THE FISCAL YEAR 2017 ADOPTED CITY BUDGET TO PROPERLY ACCOUNT FOR THE DONATION AND EXPENDITURE. Presented by Councilman Lathrop, seconded by Councilman Peek. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Ledford read Bill No. 2017-12: **AN ORDINANCE AUTHORIZING THE CHIEF OF POLICE TO SUBMIT FOR GRANT APPLICATIONS TO THE MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) DIVISION OF HIGHWAY SAFETY FOR 2017-2018.** Presented by Councilman Trutzel, seconded by Councilman Lathrop. Vote on the first reading was recorded with all voting in favor. **Councilman Newell moved to hear the final reading.** Councilman Lathrop seconded. All voted in favor. The final reading was read. Presented by Councilman Finn, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 9, Mayor Davis, Councilmen Trutzel, Savage, Lathrop, Newell, Fletcher, Van Winkle, Finn and Peek; Noes: None; Absent: None. Bill No. 2017-12 was declared passed and in full force and effect as Ordinance No. 2017-4310, subject to Mayoral veto.

Ms. Ledford read Bill No. 2017-13: **AN ORDINANCE APPROVING AN ACQUISITION FUNDING AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI, AND BELTON 58 CHOPPER, LLC. FOR RIGHT-OF WAY ACQUISITION.** Presented by Councilman Trutzel, seconded by Councilman Lathrop. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Ledford read Bill No. 2017-14: **AN ORDINANCE AMENDING SECTIONS: 42-36, RATES INSIDE THE CITY; 42-38, WATER RATES FOR APPROVED WATER DISTRICTS OR LOCAL GOVERNMENTS; 42-39, RATES FOR WATER CONSUMED OUTSIDE CITY; 42-296, SEWER SYSTEM USER RATES; OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF BELTON, MISSOURI.** Presented by Councilman Lathrop, seconded by Councilman Peek. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Ledford read Bill No. 2017-15: **AN ORDINANCE APPROVING THE ENGAGEMENT OF TROUTT, BEEMAN AND COMPANY TO AUDIT THE CITY FINANCIAL RECORDS FOR FISCAL YEAR 2017.** Presented by Councilman Lathrop, seconded by Councilman Peek. Councilman Peek asked if this ever goes out for bid. Sheila Ernzen, Finance Director, said it did before she got here. Ms. Ernzen said the reasoning is if you change audit firms, the costs are probably going to be increased because they have a learning curve and it ends up being a higher cost. If council wants to do an RFP, we can, although we are getting too close for this year. We could plan on it for the next fiscal year. Mayor Davis said he can understand what the Councilman's concern is – if we are making a mistake somewhere we keep replicating it over and over year to year. It happened in the county. Ms. Ernzen said the county issue had to do with a process within their office that the state auditor's office would look at, not an outside audit firm. This is different. Ms. Ernzen said this audit firm is looking at our financial statements and making an opinion that they are materially correct. Based on an organization's size there are rules and formulas that have to be followed to determine materiality. They are looking at those numbers on a financial statement. With TIF information none of those numbers show up on a financial statement anywhere. Councilman Van Winkle asked Ms. Barton if she has an opinion or if there is a rule of thumb. Ms. Barton said typically when she would take a look at rebidding auditing services she would take a look at the reports we have been receiving, how long the contract is we had, and if there were any renewals. As long as there are renewal options within a

contract and the entity is happy with contract services we have been receiving, then she would continue to go with that company. If there were some issues with it or they changed the organization or we went with a company not used to governmental accounting, then we need to be careful. You need to be careful when you are putting these type of services out for bid. You want a company that is competent, experienced and educated in the line of governmental accounting. What Sheila is saying is correct, but if you want to see what those rates are we can put it out for bid, but we need to take a look at the qualifications. The current auditing firm is pretty outstanding in the field of governmental accounting. Councilman Trutzel asked if there has ever been a problem. Ms. Ernzen said no. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Ledford read Bill No. 2017-16: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO SERVICE AGREEMENT FOR ON-CALL WATER, WASTEWATER, AND STORMWATER SERVICES BETWEEN THE CITY OF BELTON AND WIEDENMANN, INC.** Presented by Councilman Finn, seconded by Councilman Peek. Councilman Savage said the report said there was trouble getting bids. Councilman Savage he's ok with a one year agreement, but this one has four, one year extensions. He thought we should eliminate this. Michael Doi, Public Works Director, said it was out for bid twice. The first time it was sent to 7 contractors and we only got two bids back. We put it out for bid again only got one bid back. At a Council meeting in January, Pyramid and Precision were approved, so Wiedenmann will be the third. Vote on the first reading was recorded with all voting in favor. First reading approved.

Ms. Ledford read Bill No. 2017-17: **AN ORDINANCE AMENDING APPENDIX A PART I. - CODE OF ORDINANCES OF THE CITY OF BELTON MO AMBULANCE CHARGES FOR SERVICES.** Presented by Councilman Trutzel, seconded by Councilman Peek. Mayor Davis said he has discussed this with Ms. Barton and Ms. Ernzen. Ms. Ernzen said there were a lot of questions at the work session and we think they have all been addressed with the information included in the packet. We have a cost of about \$5.9 million for providing EMS service and under our current rate structure we are collecting approximately \$1.5 million in fees. That means the citizens are making up about \$4.7 million through taxes. This rate increase would generate an additional \$85,000. The reason we can't cover all of that cost is we have a lot of Medicaid/Medicare patents. We are trying to lessen the burden on taxpayers. Ms. Ernzen said it is important to note that the government will do a survey to find out what municipalities and districts are charging and they will use that to drive up costs to what they will pay. These rate increases are included in the budget which will have a public hearing on March 7. There was discussion. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Ledford read Bill No. 2017-18: **AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2017 ADOPTED CITY BUDGET FOR THE PURPOSE OF REPLACING THE ANALOG VIDEO SYSTEM IN COUNCIL CHAMBERS.** Presented by Councilman Trutzel, seconded by Councilman Peek. All voted in favor of the first reading. **Councilman Trutzel moved to hear the final reading.** Councilman Finn seconded. All voted in favor. The final reading was read. Presented by Councilman Trutzel, seconded by Councilman Peek. Councilman Trutzel said he has heard from a lot of people that they miss watching the Council meetings. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Savage, Trutzel, Finn, Fletcher, Lathrop, Mayor Davis, Councilmen Van Winkle, Peek and Newell; Noes: None; Absent: None. Bill No. 2017-18 was declared passed and in full force and effect as Ordinance No. 2017-4311, subject to Mayoral veto.

Ms. Ledford read Bill No. 2017-19: **AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2017 ADOPTED CITY BUDGET FOR THE PURPOSE OF PURCHASING FOUR (4) DURESS BUTTONS FOR CITY HALL AND THE CITY HALL ANNEX.** Presented by Councilman Savage, seconded by Councilman Peek. Ms. Ernzen said Midwest Public Risk (MPR) has safety money we can use to pay for this. It is reimbursed 100%. We have had some intense situations at city hall. We had panic buttons at one time and we feel like it's time to get new panic buttons. It ties into the police station security system. 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 Savage, seconded by Councilman Lathrop. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Finn, Trutzel, Savage, Lathrop, Newell, Fletcher, Van Winkle, Peek, and Mayor Davis; Noes: None; Absent: None. Bill No. 2017-19 was declared passed and in full force and effect as Ordinance No. 2017-4312, subject to Mayoral veto.

Ms. Ledford read Bill No. 2017-20: **AN ORDINANCE APPROVING THE FINANCIAL SERVICES AGREEMENT BETWEEN PIPER JAFFRAY & CO AND THE CITY OF BELTON, MISSOURI TO EVALUATE BOND ISSUANCE TERMS AND TRANSACTION MANAGEMENT WITH RESPECT TO THE PLANNED ISSUANCE OF SERIES 2017 REFUNDING CERTIFICATES OF PARTICIPATION AND GENERAL OBLIGATION REFUNDING BONDS.** Presented by Councilman Trutzel, seconded by Councilman Savage. All voted in favor of the first reading. **Councilman Lathrop moved to hear the final reading.** Councilman Savage seconded. All voted in favor. The final reading was read. Presented by Councilman Savage, seconded by Councilman Peek. The Council was polled and the following voted recorded: Ayes: 9, Councilmen Newell, Finn, Trutzel, Mayor Davis, Councilmen Lathrop, Fletcher, Van Winkle, Peek, and Savage; Noes: None; Absent: None. Bill No. 2017-20 was declared passed and in full force and effect as Ordinance No. 2017-4313, subject to Mayoral veto.

CITY COUNCIL LIAISON REPORTS:

Councilman Newell said the Codes Committee met recently and met the new building official, Jim Brown. They all liked the way he presented himself.

MAYOR'S COMMUNICATIONS:

Mayor Davis said he attended the day prayer for first responders. Chief Forte was the guest speaker. There was a great response.

The Sewer plant had a fire in one of its panels. Ms. Barton said they have a great crew. The Fire department was right there and staff did what they needed to do. It ended up being a control. This control panel controlled a lot of our alarms. It did what it was supposed to do- it popped the circuit breaker. In an hour it was up and running. She learned we would be okay for about 24 hours, but after that there'd be problems. They had it up and running within an hour. She can't say enough about the public works department. They all pulled together as a team. They ended up taking shifts and worked 24-7 around the clock for a week. She gave kudo's to Michael Doi, Public Works Director, and his staff as well as Don Tyler and Rex Olinger. Norman Larkey, Fire Chief, said it was a mutual aid call.

Mayor Davis mentioned the power outage on 155th Street. Mr. Doi said about 300 customers were without service. Unfortunately, there was no communication from KCP&L about this. Ms. Barton said she is going to make some connections and see if we can improve communication.

CITY MANAGER'S REPORT:

In the last week we were targeted with Ransomware. There was quick action from our IT staff and the teamwork was great. Ryan Vaughn from GIS along with Ryan Countryman in IT utilized Net Standard and ended up going through checking each computer. It was pretty exhausting and stressful. Councilman Trutzel asked if it was reported. Police Chief James Person said there are thousands of these targets. Ms. Ernzen said we are a government and we get emails from people we don't know all the time. Ms. Barton said there was a reminder sent to staff of safety steps and tips.

Ms. Barton informed the Council the city joined the Municipal Officials Training out of St. Louis. On March 23 there is a Right-of-Way and Telecom webinar. Every employee can participate in the webinars.

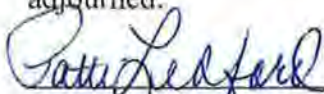
OTHER BUSINESS:

Review of January 2017 financial report:

Ms. Ernzen reported it is almost the end of the fiscal year. We are still ahead of what we anticipated for building permits, ambulance bills, and occupational licenses. We have received more from HIDA grants and the Victim advocate grant. We have a negative variance on sale tax for electric utility property tax and gas. We are \$143,000 behind on revenues. We do have a rainy day account balance, however, tonight the Council voted for an AV system and it will reduce the rainy day amount. We have approximately an \$86,000 shortfall in capital improvement.

At 8:56 P.M. Councilman Savage moved to enter Executive Session to discuss matters pertaining to legal actions, according to Missouri Statute 610.021.1; to discuss matters pertaining to leasing, purchase or sale of real estate, according to Missouri Statute 610.021.2; to discuss matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3; and to discuss matters pertaining to preparation, including any discussion or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups according to Missouri Statute 610.021.9 and that the record be closed. Councilman Peek seconded. The following vote was recorded: Ayes: 9, Mayor Davis, Councilman Savage, Peek, Newell, Finn, Fletcher, Lathrop, Trutzel, and Van Winkle; Noes: None; Absent: None.

The Council returned from Executive Session at 10:06 P.M. Being no further business, Councilman Peek moved to adjourn. Councilman Lathrop seconded. All voted in favor. Meeting adjourned.


Patti Ledford, City Clerk

Jeff Davis, Mayor

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

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

Councilman Van Winkle 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 Van Winkle. Also present: Acting City Manager Alexa Barton; City Attorney, Megan McGuire; and Patti Ledford, City Clerk.

ORDINANCES:

Patti Ledford, City Clerk, gave the final reading of **Bill No. 2017-11: AN ORDINANCE ACCEPTING A DONATION FROM AUSTIN AND ROBERTA LANDRETH FOR THE PURCHASE OF A NEW TELEVISION FOR FIRE STATION #1 AND APPROVING A RE-APPROPRIATION AND REVISION OF THE FISCAL YEAR 2017 ADOPTED CITY BUDGET TO PROPERLY ACCOUNT FOR THE DONATION AND EXPENDITURE.** Presented by Councilman Trutzel, seconded by Councilman Peek. Fire Chief Norman Larkey said the donation is from a couple west of town on behalf of his wife who has had some medical issues and numerous ambulance runs to the residence. Vote on the final reading was read and the following vote recorded: Ayes: 9, Councilmen Trutzel, Finn, Peek, Mayor Davis, Councilmen Lathrop, Fletcher, Newell, Van Winkle and Savage; Noes; None; Absent: None. Bill No. 2017-11 was declared passed and in full force and effect as Ordinance No. 2017-4314, subject to Mayoral veto.

Ms. Ledford gave the final reading of **Bill No. 2017-13: AN ORDINANCE APPROVING AN ACQUISITION FUNDING AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI, AND BELTON 58 CHOPPER, LLC. FOR RIGHT-OF WAY ACQUISITION.** Presented by Councilman Lathrop, seconded by Councilman Savage. Mayor Davis asked Jay Leipzig, Community and Economic Developer Director, how long they have been working on the project. Mr. Leipzig said well over two years. The building has been vacant for a number of years. The developer has been trying to work on a development plan to make it feasible to renovate. It is a high priority issue for economic development. There is a funding agreement, TIF agreement and site plan. It should be ready for the Planning Commission to discuss at their March 6, 2017 meeting and it will come to the Council after that. It will go through the TIF process. Mayor Davis asked if it is a blighted area and why. Mr. Leipzig said it is blighted because it is a vacant building and it has some structural issues. The roof has been leaking and there have been some water issues in the building – it is in poor condition. The parking lot has pot holes, there has been illegal dumping and transients. Mayor Davis asked what kind of public improvements they are looking for. Mr. Leipzig said the project involves the relocation of Peculiar Drive which hopefully will address some traffic concerns on 58 Highway. Mayor Davis asked if the police and fire been involved in the process. Police Chief James Person said yes, and this will be an improvement. Mr. Leipzig said the project will be reviewed by the Planning

Commission, Missouri Department of Transportation, the fire marshal and fire chief. Councilman Trutzel clarified that this is a renovation of the old Price Chopper building and not a tear down. Mr. Leipzig said yes, it will be cheaper to renovate but will almost be a complete renovation. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Savage, Trutzel, Mayor Davis, Councilmen Lathrop, Peek, Fletcher, Van Winkle, Finn and Newell; Noes: None; Absent: None. Bill No. 2017-13 was declared passed and in full force and effect as Ordinance No. 2017-4315, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-15: **AN ORDINANCE APPROVING THE ENGAGEMENT OF TROUTT, BEEMAN AND COMPANY TO AUDIT THE CITY FINANCIAL RECORDS FOR FISCAL YEAR 2017.** Presented by Councilman Trutzel, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Lathrop, Peek, Savage, Mayor Davis, Councilmen Trutzel, Fletcher, Newell, Van Winkle and Finn; Noes: None; Absent: None. Bill No. 2017-15 was declared passed and in full force and effect as Ordinance No. 2017-4316, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-16: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO SERVICE AGREEMENT FOR ON-CALL WATER, WASTEWATER, AND STORMWATER SERVICES BETWEEN THE CITY OF BELTON AND WIEDENMANN, INC.** Presented by Councilman Newell, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Lathrop, Newell, Finn, Savage, Peek, Fletcher, Mayor Davis, Councilmen Trutzel, and Van Winkle; Noes: None; Absent: None. Bill No. 2017-16 was declared passed and in full force and effect as Ordinance No. 2017-4317, subject to Mayoral veto.

Ms. Ledford read Bill No. 2017- 21: **AN ORDINANCE AUTHORIZING THE CITY COUNCIL TO APPROVE A WATER SHUT-OFF AGREEMENT FOR NON-PAYMENT OF SEWER SERVICES BETWEEN THE CITIES OF BELTON AND RAYMORE, MISSOURI AND DANNY AND PHYLLIS BERRY TO FACILITATE AND COORDINATE PROVIDING SANITARY SEWER TO THE BERRY PROPERTY ADJACENT TO THE CITY OF BELTON.** Presented by Councilman Lathrop, seconded by Councilman Peek. Councilman Savage said he thought the Council already approved this. Megan McGuire, City Attorney, explained in June 2016 staff brought almost an identical agreement to Council – a global agreement asking Raymore to help in coordinating shutoffs. Raymore was uncomfortable with the blanket agreement and preferred a custom agreement. This will be recorded and will run with land and with the Berry property. We are fine with this agreement. We don't know if we will ever have another Raymore property like so this makes sense to do it property by property. Councilman Lathrop noted a \$2.50 per month charge – is this charged back to the customer? Ms. McGuire said yes, we are not going to subsidize it. Councilman Lathrop also asked about the liability mutual agreement on hold harmless. Ms. McGuire said the city is not liable. It is a fairly limited liability procedure. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Ledford read Bill No. 2017- 22: **AN ORDINANCE DETERMINING THE SALARY OF THE POLICE CHIEF POSITION TO BE ELECTED ON APRIL 4, 2017.** Presented by Councilman Lathrop, seconded by Councilman Trutzel. Mayor Davis said since the Police Chief position is an elected position this has to be discussed in open session. It was noted his salary has to be set prior to the election for the next four years. There was discussion on the history of setting his salary. Councilman Newell asked if the City runs into budget constraints can it be changed. Ms. Barton said no it has to be set for the four year term. Mayor Davis noted this

creates absolute parity. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Ledford read Bill No. 2017- 23: **AN ORDINANCE APPROVING A LEASE AGREEMENT WITH CANON SOLUTIONS AMERICA, INC. FOR A CANON 7570 COPIER FOR CITY HALL TO REPLACE THE CURRENT CANON 7270 COPIER.** Presented by Councilman Savage, seconded by Councilman Lathrop. Mayor Davis asked why we are replacing the copier. Ms. Barton said the lease is over on it. We found a co-op bid through the National Intergovernmental Purchasing Alliance (NIPA) that was competitively bid and in all actuality we were able to reduce the cost a bit for the copier. She said she doesn't like to keep copies over 4 years. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Ledford read Bill No. 2017- 24: **AN ORDINANCE APPROVING A SPECIAL-USE PERMIT TO ALLOW USED AUTO SALES AND SERVICE ON PROPERTY ZONED C-2- (GENERAL COMMERCIAL) TO BE LOCATED AT 1421 E. NORTH AVENUE IN BELTON, MISSOURI.** Presented by Councilman Lathrop, seconded by Councilman Savage. Councilman Trutzel questioned why the SUP requires all repair work be done inside of the building when there are some businesses with tractor trailers multi-parked and are allowed to work on the semi-trucks outside of the building. Megan McGuire asked him to hold that thought; it can be discussed under other business. Councilman Savage said this particular piece of property has been a nice dealership and with the exception of detailing that might be done at the door of the garage, he doesn't see it as a problem. Councilman Peek said Belton currently has about 14 car lots and she doesn't feel we need another used car lot. That is not her vision to have another one and feels it is not the best usage of the area. She went on to say that the Cedar Tree Shopping Center across the street has been cleaned up and revitalized. Councilman Newell said with the plans going forward with Price Chopper LLC., when people come off of 58 Highway and see the new businesses, unless this is a brand new car lot, he doesn't think he likes the idea of a used car lot at this location. Megan McGuire, City Attorney, distributed to the Council the duties and obligations of special use permits and reviewed with them what staff is mandated to look at when a special use permit (SUP) is brought forward. She explained in detail to the Council the requirements when approving a special use permit. She went on to say there are private property rights in Missouri for the buyer, seller and development of tracts as long as they meet the requirements. Whether or not a particular tract of land may be used for other things is not the issue before the Council. Councilman Savage believes this SUP to be reasonable and everyone has the right, after meeting the criteria spelled out in the SUP, to make a living. He believes they have met the requirements and said he supports it. Mayor Davis said we do have a site plan. He said an adjoining property owner stated at the Planning Commission meeting that it would have a negative impact on his property value. Vote on the first reading was recorded with all voting in favor, except Councilmen Peek and Newell who voted no. First reading passed.

The Mayor allowed Mark Rutt - 18863 Sunrise Drive, Belton - to speak. Mr. Rutt said he didn't know how this would devalue anyone's property when it was a car lot before. They do a lot of internet sales. He said he is in favor of the SUP and he is not associated with the business.

Councilman Savage said he has never been a strong supporter of both readings at the same meeting and asked why it is requested. Mr. Leipzig said the owner wants to close on the property March 6 and staff was not aware that the Council meeting on February 14 was going to be canceled. **Councilman Savage moved to hear the final reading.** Councilman Van Winkle seconded. Vote to hear the final reading was recorded; Ayes: 3, Councilmen Van Winkle,

Lathrop and Savage; Noes: 6, Councilmen Peek, Newell, Finn, Fletcher, Trutzel and Mayor Davis; Absent: None. Motion to hear the final reading failed.

MAYOR'S COMMUNICATIONS:

Mayor Pro Tem Fletcher said the City Council and staff received a Valentine card from Stacks Youth Group at the Chamber of Commerce luncheon on February 14 thanking us for all we do to run the City.

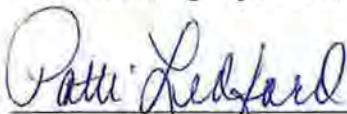
CITY MANAGER'S REPORT:

Alexa Barton, Acting City Manager, announced the southbound lanes on North Scott are being moved around to do some repairs. Michael Doi, Public Works Director, said it is for the gas company; they are connecting services. The project is to go from yesterday through March 10 and then should be complete. It is from Hargis to Aspen. They are moving traffic to the middle turn lane.

OTHER BUSINESS:

Councilman Trutzel said the semi-tractor trailers are an absolute eye sore at Xtreme Transmission. The semi-trucks are parked on Saturday night and they are constantly working on the units. We are asking car dealers to do work inside building and yet there is no way semi-trucks can fit inside the building. It is a disaster. Police Chief James Person said he doesn't know why we ever issued licenses and permits for this business, but the police department is not writing tickets for it. Why were they given a business license to work on diesels in such a small area? It goes back to issuing a license and whether it is appropriate to be located in that area. How are we going to go into a court if we are writing a summons when we gave them authority to do it in the first place? Jay Leipzig, Community and Economic Development Director, said we are aware of the concerns at that location and are looking at that from a variety of issues. Why the license is renewed is concerning to us to. Councilman Newell said there is curbing on the street and he has seen them pull over the curb and run over it. Chief Person said we have written them tickets for illegally parked vehicles but the owner said it is cheaper to pay tickets then to relocate the business. Chief Person said there is a similar problem at 600 North Scott, but it has been under construction since last year so it hasn't been a current issue.

Councilman Lathrop moved to adjourn at 7:52 P.M. Councilman Finn seconded. All voted in favor. Meeting adjourned.


Patti Ledford, City Clerk

Jeff Davis, Mayor

**MINUTES OF THE
BELTON CITY COUNCIL
PUBLIC HEARING AND SPECIAL MEETING
MARCH 7, 2017
CITY HALL ANNEX
520 MAIN STREET
BELTON, MISSOURI**

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

The public hearing was held to receive public input on the proposed Annual Budget for the fiscal year beginning April 1, 2017 and ending March 31, 2018.

Police Chief James Person commended Sheila Ernzen, Finance Director, during this budgeting process. She has done a good job.

Being no public input, the public hearing was declared closed at 7:08 P.M.

Mayor Davis called the special meeting to order at 7:09 P.M.

Councilman Fletcher led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Jeff Davis, Councilmen Ryan Finn, Jeff Fletcher, Gary Lathrop, Bob Newell, Lorrie Peek, Chet Trutzel, and Tim Savage. Councilman absent: Dean Van Winkle. Also present: Alexa Barton, Acting City Manager; Megan McGuire, City Attorney; and Andrea Cunningham, Executive Secretary.

ORDINANCES:

Andrea Cunningham, Executive Secretary, gave the final reading of Bill No. 2017-14: **An ordinance amending Sections: 42-36, Rates Inside the City; 42-38, Water Rates for Approved Water Districts or Local Governments; 42-39, Rates for Water Consumed Outside City; 42-296, Sewer System User Rates; of the Unified Development Code of the City of Belton, Missouri.** Presented by Councilman Trutzel, seconded by Councilman Lathrop. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Fletcher, Trutzel, Lathrop, Peek, Finn, Mayor Davis, Councilmen Newell, and Savage; Noes: None; Absent: Councilman Van Winkle. Bill No. 2017-14 was declared passed and in full force and effect as Ordinances No. 2017-4318, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2017-17: **An ordinance amending Appendix A. Part I. - Code of Ordinances of the City of Belton, Missouri, Ambulance Charges for Services.** Presented by Councilman Newell, seconded by Councilman Peek. The Mayor asked if this is what the Council wants to do. Alexa Barton, Acting City Manager, said Norman Larkey, Fire Chief, compared our fees with others in the local area. 65% of the fees are paid by Medicaid and Medicare; 35% is private or self-pay. Councilman Savage said it seems there is a problem with this. Ms. Ernzen said ambulance fee deficits are paid through user fees and taxes. We're increasing the rates to more accurately reflect the service. FY2011 was the last time we increased the rate. The Council was polled and the following vote recorded; Ayes: 7, Councilmen Fletcher, Trutzel, Lathrop, Peek, Finn, Newell, and Mayor Davis; Noes: 1, Councilman Savage; Absent:

Councilman Van Winkle. Bill No. 2017-17 was declared passed and in full force and effect as Ordinances No. 2017-4319, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2017-23: **An ordinance approving a lease agreement with Canon Solutions America, Inc. For a Canon 7570 copier for City Hall to replace the current Canon 7270 copier.** Presented by Councilman Savage, seconded by Councilman Trutzel. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Peek, Fletcher, Finn, Trutzel, Mayor Davis, Councilmen Lathrop, Newell, and Savage; Noes: None; Absent: Councilman Van Winkle. Bill No. 2017-23 was declared passed and in full force and effect as Ordinances No. 2017-4320, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2017-25: **An ordinance approving the proposed Fiscal Year 2018 City Budget, as revised, and appropriating funds from the revenues of the City.** Presented by Councilman Newell, seconded by Councilman Peek. Ms. Ernzen said there was prior Council discussion of amending the Legislative budget to increase the travel expense (increase of \$5,290) and training (increase of \$4,844) budget back to the original request and reduce the amount budgeted for public information (decrease of \$11,000) by removing the amount related to voter education for a trash ballot item. This would be a total net decrease of \$866. If this is what you'd like, a motion to amend will be necessary. She reminded the Council that this ordinance title reads "as revised" because of the water rate decrease changes already made. **Councilman Lathrop moved to amend Bill No. 2017-25 by increasing the travel expense budget by \$5,290; by increasing the training budget by \$4,844; and decreasing the public information budget by \$11,000.** Councilman Savage seconded. All voted in favor of the amendment. Councilman Lathrop said the original amount in the budget would only allow a few to attend training and conferences. This amendment will allow more councilmen to attend. Councilman Savage questioned if the training sessions have merit and provide real-life information that can be brought back and implemented in the City. Councilmen Lathrop and Newell both said yes. Vote on the first reading, as amended, was recorded with all present voting in favor. Councilman Van Winkle absent. First reading passed.

At 7:38 P.M. Councilman Savage moved to enter Executive Session to discuss matters pertaining to individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, according to Missouri Statute 610.021.13, and that the record be closed. Councilman Trutzel seconded. The following vote was recorded; Ayes: 8, Mayor Davis, Councilmen Fletcher, Trutzel, Savage, Peek, Finn, Newell, Lathrop; Noes: None; Absent: 1, Councilman Van Winkle.

The Council returned from Executive Session at 8:10 P.M. Being no further business, Councilman Peek moved to adjourn, seconded by Councilman Finn. All present voted in favor. Councilman Van Winkle absent. Meeting adjourned.



Andrea Cunningham, Executive Secretary



Jeff Davis, Mayor

SECTION VII

C



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: 3/14/2017

DIVISION: Community Development

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

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

ISSUE/RECOMMENDATION:

Additional information needed for Special Use Permit for Show Me Auto Mall to operate a used car dealership at 1421 E North Avenue.

PROPOSED CITY COUNCIL MOTION:

Approval of Special Use Permit.

BACKGROUND:

Excerpt from the March 6, 2017, Planning Commission meeting:

Chairman Girgin opened the public hearing at 6:06 p.m. to receive any public input concerning the consideration of a Special Use Permit to allow Show Me Auto Mall to operate a used car dealership located at 1421 East North Avenue, Belton, Missouri.

Perry Gough, 8320 East 163rd Street, Belton, Missouri 64012 was present and spoke his concerns regarding Show Me Auto Mall operating at this location. Mr. Gough owns a three-acre property to the south of 1421 East North Avenue and brought up potential future development of this area as a whole. Mr. Gough stated he has spoken to three developers but all deals have fallen through because of the owner of carwash on the corner of South Mullen Road and East North Avenue was asking too much money for their property or the owner would not sell. In his opinion, a car lot at this location may cause future developers to not be interested in purchasing the lots on the corner of Mullen Road and East North Avenue.

Jason Bohnert, Co-Owner, Show Me Auto Mall, 1901 N State Route 291, Harrisonville, Missouri 64701 was present to speak in favor of a Special Use Permit to allow Show Me Auto Mall to operate a used car dealership located at 1421 East North Avenue, Belton, Missouri. Mr. Bohnert stated he has the property under contract to purchase.

Corey Hinrichs, 416 North Park Drive, Raymore, Missouri 64083 was present and was neither for nor against Show Me Auto Mall. Mr. Hinrichs stated he owns the property in between 1421 East North Avenue and 110 Cunningham Parkway. He received notification of the public hearing in the mail and attended the meeting to see what was taking place at the location.

IMPACT/ANALYSIS:

Contractor	
Amount of Request/Contract	
Amount Budgeted	\$
Funding Source	
Additional Funds	\$
Funding Source	
Encumbered	\$
Funds Remaining	\$

STAFF RECOMMENDATION, ACTION, AND DATE:

LIST OF REFERENCE DOCUMENTS ATTACHED:

SECTION VII

E

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, L.L.C. FOR IMPLEMENTATION OF REDEVELOPMENT PROJECT 3 OF THE PLAN.

WHEREAS, on March 10, 2009, pursuant to Ordinance No. 2009-3524, the City Council of Belton, Missouri ("City Council") approved the Southtowne Tax Increment Financing Redevelopment Plan ("Original Plan") and approved a tax increment financing contract between the City of Belton ("City") and Southtowne Associates, L.L.C. ("Southtowne") for implementation of the Original Plan ("Original Contract"); and

WHEREAS, on March 27, 2012, pursuant to Ordinance No. 2012-3787 approving the First Amended and Restated Southtowne Plaza Tax Increment Financing Redevelopment Plan (the "First Amended Plan"; the Original Plan as amended by the First Amended Plan is referred to herein as the "Plan"),

WHEREAS, on March 27, 2012, pursuant to Ordinance No. 2012-3787 the City Council approved the assignment of all of the Original Developer's rights and duties under the Original Plan and Original Contract related to Redevelopment Project 3 to Herman Enterprises, L.L.C. ("Herman"); and

WHEREAS, pursuant to Ordinance No. 2012-3787 the City Council designated Herman as the developer of Redevelopment Project 3, and authorized the execution of a tax increment financing contract with Herman for the implementation of Redevelopment Project Area 3 of the Plan (the "First Amended Contract", previously referred to as the Redevelopment Contract and the Tax Increment Financing Contract); and,

WHEREAS, due to economic conditions causing delays in the implementation of the Redevelopment Projects, the City Council finds that it is necessary to amend the redevelopment schedule of the Contract, as requested by the Assistant City Manager and detailed in Exhibits A and B attached to this ordinance and incorporated herein.

WHEREAS, due to revisions to the original conceptual site plan, the City Council finds that Exhibit C-1 of the First Amended Contract should be modified to better reflect the orientation of the Menards store and the as built site plan for the three Redevelopment Projects included within the Plan.

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

SECTION 1. That the recommendations of the Assistant City Manager, as set forth in the attached **Exhibit A** are hereby accepted.

SECTION 2. That the First Amended Contract, attached hereto as **Exhibit B**, is approved, and that the Mayor of the City is authorized and directed to enter into the First Amended Contract on behalf of the City.

SECTION 3. All terms used in this Ordinance shall be construed as defined in the Act

SECTION 4. This Ordinance shall be in effect and full force from and after its passage by the City Council.

READ FOR THE FIRST TIME: March 14, 2017

READ FOR THE SECOND TIME AND PASSED:

Jeff Davis, Mayor

APPROVED this ____ day of _____, 2017.

Jeff Davis, Mayor

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the _____ day of _____, 2017, and thereafter adopted as Ordinance No. 2017-_____ of the City of Belton, Missouri, at a meeting of the City Council held on the _____ day of _____, 2017, after the second reading thereof by the following vote, to-wit:

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

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

Exhibit A to Ordinance No. 2017-_____

Letter from Assistant City Manager

January 31, 2017

Mayor and City Council
City of Belton
506 Main Street
Belton, Missouri 64012

Re: Amendment to Southtowne Plaza Tax Increment Financing Contract

Dear Mayor and City Council:

This letter includes my recommendation to amend the Tax Increment Financing Contract for the Southtowne Plaza Tax Increment Financing Plan; specifically, the City of Belton's contract with Herman Enterprises, L.L.C. in order to better reflect the Redevelopment Schedule for Redevelopment Project 3. As you are aware, the construction of the Menards store was delayed for a few years but has now been constructed. I am optimistic that this nearby development will instigate the development of Project 3 but in order to comply with the Tax Increment Financing Contract it is necessary to amend the Redevelopment Schedule to more accurately reflect the construction timeline necessary for Project 3.

City staff, with the assistance of special counsel, has drafted an amendment to the aforementioned Tax Increment Financing Contract and an ordinance approving this amendment. The only substantive change is to the Redevelopment Schedule in Section 6.C and Exhibit F of the Tax Increment Financing Contract. Please see the summary table below.

PROJECT	CURRENT	PROPOSED/AMENDED
Redevelopment Project 3	Completion in Spring 2014	Completion by December 31, 2018

Lastly, please see the enclosed Exhibit 1 for an updated site plan of the Southtowne TIF Plan identifying the three Redevelopment Projects, with Projects 1 and 2 being developed by Menard, Inc. and Project 3 being developed by Herman Enterprises, L.L.C. Very truly yours,

Alexa Barton
Assistant City Manager

cc: Ron Trivitt
Megan McGuire, Esq.
Jay Leipzig
Aaron March, Esq.
Ferd Niemann, Esq.

Exhibit 1 to Letter From Assistant City Manager – Site Plan

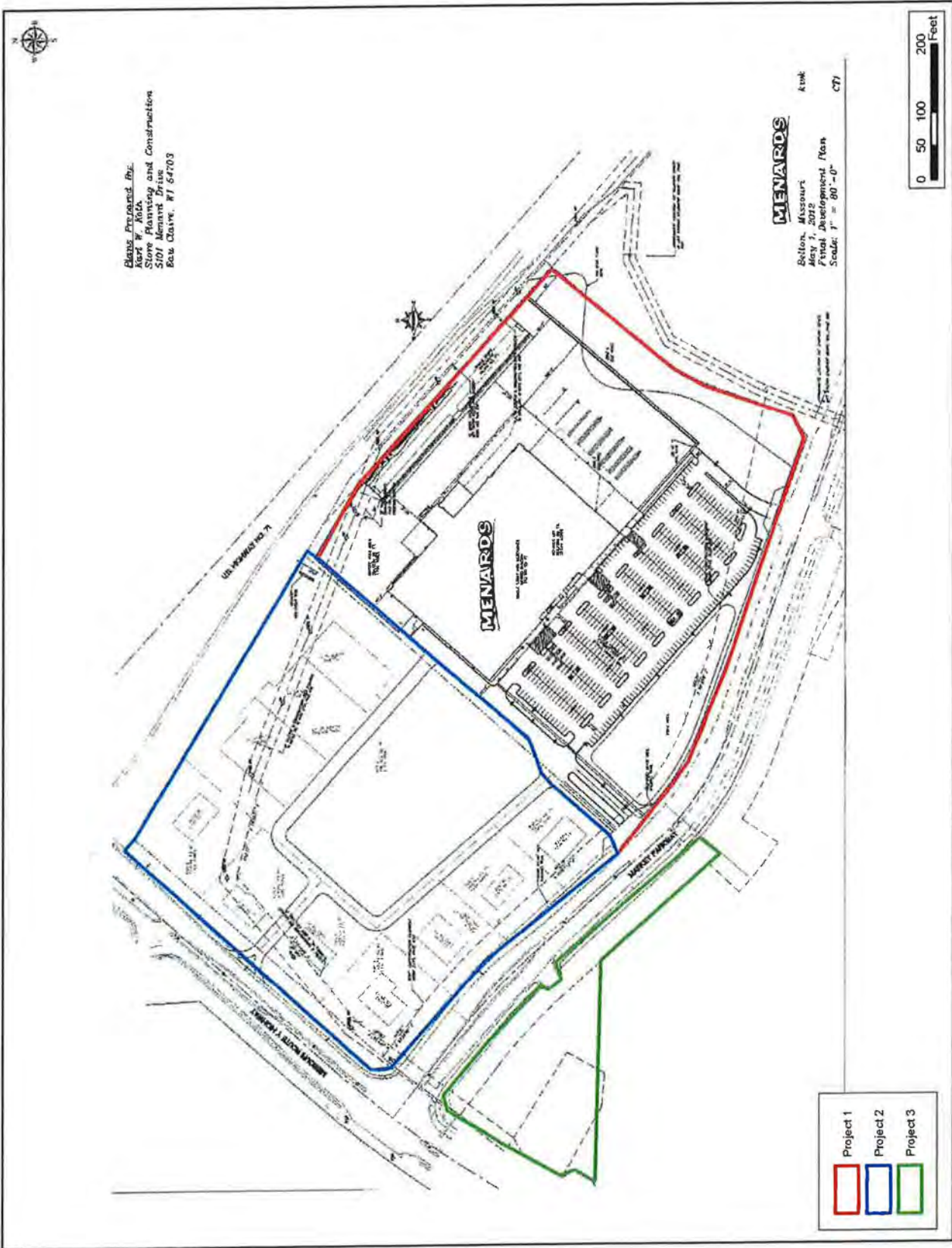


Exhibit B to Ordinance No. 2017-_____

**FIRST AMENDMENT TO THE TAX INCREMENT FINANCING CONTRACT
BETWEEN THE CITY OF BELTON AND HERMAN ENTERPRISES, L.L.C. AS
AMENDED, FOR THE IMPLEMENTATION OF PROJECT 3 OF THE SOUTHTOWNE
PLAZA TAX INCREMENT FINANCING REDEVELOPMENT PLAN**

See following pages

**FIRST AMENDMENT TO
TAX INCREMENT FINANCING
CONTRACT**

between

CITY OF BELTON, MISSOURI

and

HERMAN ENTERPRISES, L.L.C.

for implementation of

Redevelopment Project 3 of the

**SOUTHTOWNE PLAZA
TAX INCREMENT FINANCING
REDEVELOPMENT PLAN, AS AMENDED**

FIRST AMENDMENT TO TAX INCREMENT FINANCING CONTRACT

THIS FIRST AMENDMENT TO TAX INCREMENT FINANCING CONTRACT, as amended, (this "First Amended Contract" or "Contract") is entered into this _____ day of _____, 2017 (the "Effective Date"), by and between THE CITY OF BELTON, MISSOURI, a municipal corporation (the "City"), and HERMAN ENTERPRISES, L.L.C., a Missouri limited liability company (the "Developer").

RECITALS

A. The City Council of Belton, Missouri (the "City Council") on March 10, 2009, passed Ordinance No. 2009-3524 approving the Southtowne Plaza Tax Increment Financing Redevelopment Plan (the "Original Plan") in an area described in the Plan as set forth in Exhibit A attached hereto (the "Redevelopment Area"), and further authorized the execution of a tax increment financing contract with Southtowne Associates, L.L.C. (the "Original Developer") for the implementation of the Original Plan (the "Original Contract").

B. The City Council on March 27, 2012, passed Ordinance No. 2012-3787 approving the First Amended and Restated Southtowne Plaza Tax Increment Financing Redevelopment Plan (the "First Amended Plan"; the Original Plan as amended by the First Amended Plan is referred to herein as the "Plan"), authorized the assignment of all of the Original Developer's rights and duties under the Original Plan and Original Contract related to Redevelopment Project 3 to Developer, designated Developer as the developer of Redevelopment Project 3, and authorized the execution of this Contract with Developer for the implementation of Redevelopment Project Area 3 of the Plan.

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

D. The City Council finds that the inability to commence, complete or proceed in accordance with the Redevelopment Schedule is due to market conditions beyond the reasonable control of the Developer and is an excusable delay, as set forth in Section 36 of the Contract.

E. The City Council finds that extension of the dates set forth in Section 6.C. and Exhibit F of the Contract will help to encourage and stimulate growth and development in the Redevelopment Area and otherwise fulfill the purposes of the Real Property Tax Increment Allocation Redevelopment Act, R.S.Mo. §§ 99.800 et seq. and the Plan.

F. The City Council finds that modification of Exhibit C-1 of the Contract will better reflect the orientation of the Menards store and the as built site plan for the three Redevelopment Projects included within the Plan.

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

1. Modification of Section 6.A. and Exhibit F of the Contract. Section 6.A. of the Contract is hereby deleted in its entirety and replaced with the following:

A. It is the intention of the parties that development activities for Redevelopment Project Area 3 be substantially commenced and completed on or before the dates set forth in **Exhibit F** attached hereto (the "Redevelopment Schedule"). Developer shall complete all of the Private Project Improvements and development-related activities, including in each case, but not necessarily limited to design, land preparation, environmental evaluation and remediation, construction, management, maintenance and procurement of financing in sufficient time to comply with the Redevelopment Schedule. Changes in the development program contemplated by the Plan that require a Plan amendment under the Act (as determined by City) shall be processed in accordance with the Act, and changes in the development program contemplated by the Plan that do not require a Plan amendment under the Act (as determined by City) may be made only by agreement of the parties hereto. If Developer shall seek to amend the Plan, Developer shall obtain the approval of City to such amendment, and City shall have the right to grant or withhold such approval upon the same terms and conditions, and subject to the same standards of review, as were applicable to City's initial approval of the Original Plan.

2. Modification of Section 6.C. of the Contract. Section 6.C. of the Contract is hereby deleted in its entirety and replaced with the following:

C. Notwithstanding anything to the contrary herein and subject to the provisions of **Section 6.D**, if a Certificate of Completion and Compliance is not issued with respect to Redevelopment Project 3 by December 31, 2018 (the "Outside Completion Date"), City may require Developer to appear before the Council to show cause why this Contract and the Plan shall not be terminated in accordance with **Section 35**. From and after the Outside Completion Date, any approval by City of any change or modification of the Redevelopment Schedule may be given or denied by City in its sole discretion, subject to the terms and the provisions of **Section 36**.

3. Modification of Exhibit C-1 of the Contract. Exhibit C-1 of the Contract is hereby deleted in its entirety and replaced with the attached Exhibit C-1

4. Miscellaneous. Except as amended hereby, the Contract remains in full force and effect. This First Amendment to the Contract may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

5. Recording. The City shall prepare and record at Developer's cost and expense a memorandum of this Contract in the Office of the Recorder of Deeds for Cass County.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow]

SIGNATURE PAGE FOR FIRST AMENDMENT TO TAX INCREMENT FINANCING CONTRACT BETWEEN CITY OF BELTON, MISSOURI AND HERMAN ENTERPRISES, L.L.C. FOR IMPLEMENTATION OF PROJECT 3 OF THE SOUTHTOWNE PLAZA TAX INCREMENT FINANCING REDEVELOPMENT PLAN, AS AMENDED.

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

CITY:

THE CITY OF BELTON, MISSOURI, a municipal corporation

By: _____
Print Name: Jeff Davis
Title: Mayor

DEVELOPER:

HERMAN ENTERPRISES, L.L.C.,
a Missouri limited liability company

By: _____
Print Name: _____
Title: _____

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 2017, before me personally appeared Jeff Davis, to me known, who being by me duly sworn, did say that he is the Mayor of the City of Belton, Missouri, a Missouri municipal corporation, that said instrument was signed on behalf of said corporation by authority of its City Council, and acknowledged said instrument to be the free act and deed of said corporation.

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

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2017, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say he is the _____ of Herman Enterprises, L.L.C., a Missouri limited liability company, and acknowledged said instrument to be his free act and deed and the free act and deed of said limited liability company.

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

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

EXHIBIT C-1
SITE PLAN AND BOUNDARY SURVEYS AND
REDEVELOPMENT PROJECT AREAS

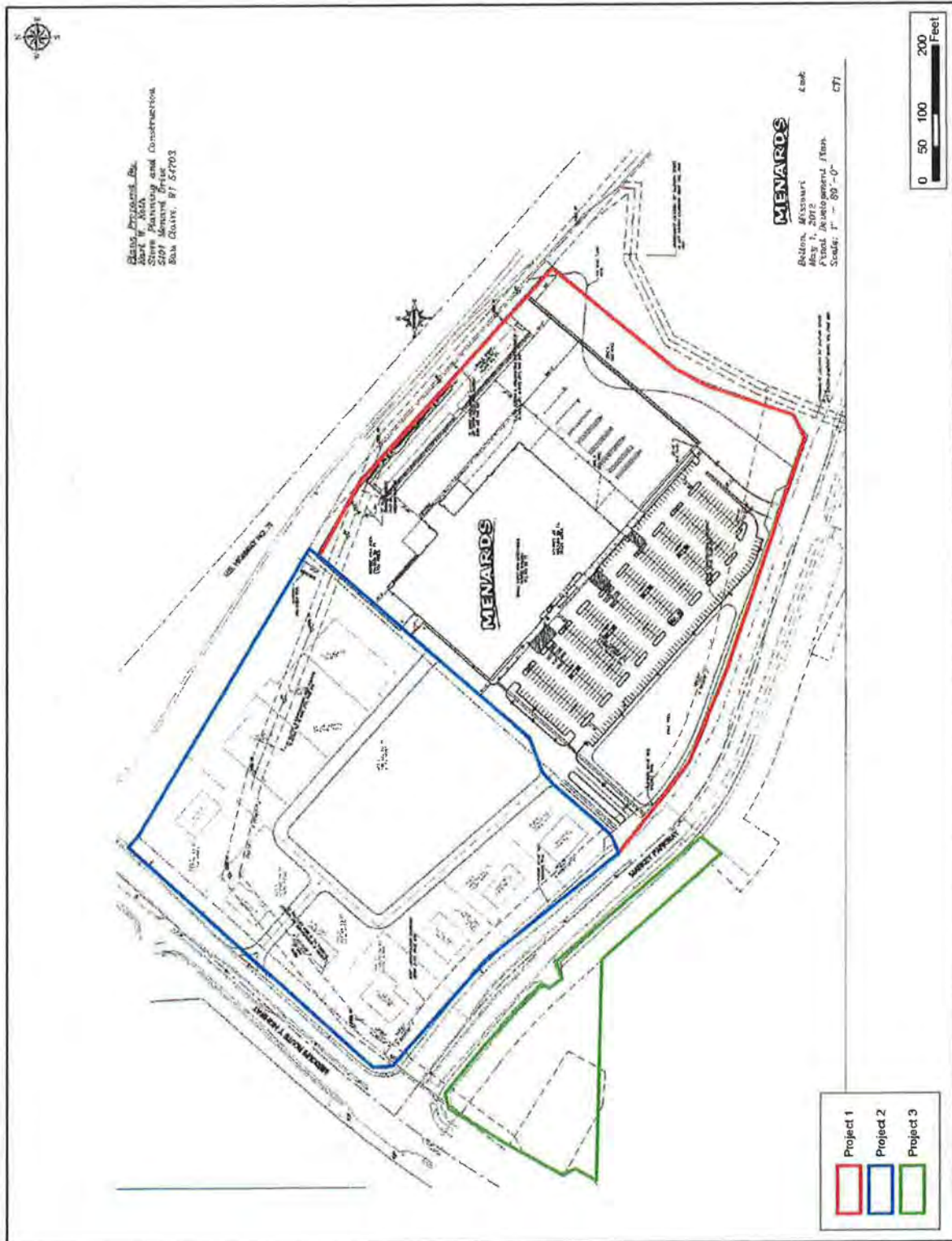


EXHIBIT F

Redevelopment Schedule

Redevelopment Project Area 3

Construction

Complete
December 31, 2018

All scheduled activities may commence earlier than the dates set out above.

SECTION VII

F

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.

WHEREAS, on March 10, 2009, pursuant to Ordinance No. 2009-3524, the City Council of Belton, Missouri ("City Council") approved the Southtowne Tax Increment Financing Redevelopment Plan ("Original Plan") and approved a tax increment financing contract between the City of Belton ("City") and Southtowne Associates, L.L.C. ("Southtowne") for implementation of the Original Plan ("Original Contract"); and

WHEREAS, on March 27, 2012, pursuant to Ordinance No. 2012-3787, the City Council approved the First Amended and Restated Southtowne Tax Increment Financing Redevelopment Plan (the "First Amended Plan"); and

WHEREAS, on March 27, 2012, pursuant to Ordinance No. 2012-3787, the City Council approved the assignment of development rights from Southtowne Associates, L.L.C. to Menard, Inc. ("Menards"); and

WHEREAS, on March 27, 2012, pursuant to Ordinance No. 2012-3787, the City Council designated Menards as the developer of Redevelopment Projects 1 and 2 and approved a tax increment financing contract between the City of Belton ("City") and Menards for implementation of Projects 1 and 2 (the "First Amended Contract", previously referred to as the Redevelopment Contract and the Tax Increment Financing Contract); and

WHEREAS, due to economic conditions causing delays in the implementation of the Redevelopment Projects, the City Council finds that it is necessary to amend the redevelopment schedule of the First Amended Contract, as requested by the Assistant City Manager and detailed in **Exhibits A and B** attached to this ordinance and incorporated herein.

WHEREAS, due to actual line item costs in the construction budget being different than originally projected, the City Council finds that it is appropriate to modify the cost certification procedures to allow cost savings from one line item to be used to reimburse cost overruns from other reimbursable line items in a manner that does not increase the maximum reimbursable amount for any particular project.

WHEREAS, due to revisions to the original conceptual site plan, the City Council finds that Exhibit C-1 of the First Amended Contract should be modified to better reflect the orientation of the Menards store and the as built site plan for the three Redevelopment Projects included within the Plan.

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

SECTION 1. That the recommendations of the Assistant City Manager, as set forth in the attached **Exhibit A** are hereby accepted.

SECTION 2. That the First Amended Contract, attached hereto as **Exhibit B**, is approved, and that the Mayor of the City is authorized and directed to enter into the First Amended Contract on behalf of the City.

SECTION 3. All terms used in this Ordinance shall be construed as defined in the Act.

SECTION 4. This Ordinance shall take effect and be in full force from and after its passage and approval by the City Council.

READ FOR THE FIRST TIME: March 14, 2017

READ FOR THE SECOND TIME AND PASSED:

Jeff Davis, Mayor

APPROVED this ____ day of _____, 2017.

Jeff Davis, Mayor

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the _____ day of _____, 2017, and thereafter adopted as Ordinance No. 2017-_____ of the City of Belton, Missouri, at a meeting of the City Council held on the _____ day of _____, 2017, after the second reading thereof by the following vote, to-wit:

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

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

Exhibit A to Ordinance No. 2017-_____

Letter from Assistant City Manager

January 31, 2017

Mayor and City Council
City of Belton
506 Main Street
Belton, Missouri 64012

Re: Amendment to Southtowne Plaza Tax Increment Financing Contract

Dear Mayor and City Council:

This letter includes my recommendation to amend the Tax Increment Financing Contract for the Southtowne Plaza Tax Increment Financing Plan; specifically, the City of Belton's contract with Menard, Inc. in order to better reflect the redevelopment schedule for Projects 1 and 2 (Menards). As you are aware, the construction of the Menards store was delayed for a few years but has now been constructed. In order to comply with the Tax Increment Financing Contract it is necessary to amend the Redevelopment Schedule to more accurately reflect the construction timeline for the Menards store and later for Project 2 of the TIF Plan.

City staff, with the assistance of special counsel, has drafted an amendment to the aforementioned Tax Increment Financing Contract and an ordinance approving this amendment to the Redevelopment Schedule in Section 6.C and Exhibit F of the Tax Increment Financing Contract. Please see the summary table below.

PROJECT	CURRENT	PROPOSED/AMENDED
Menards Project 1	Completion in Summer 2013	Completion by March 31, 2017
Menards Project 2	Completion in Summer 2016	Completion by December 31, 2018

In addition to amending the Redevelopment Schedule, I am recommending an amendment to the cost certification procedures to the Tax Increment Financing Contract to better reflect the line items of costs associated with the store construction. Specifically, this amendment will allow Menards to utilize cost savings from one line item to be reimbursed for cost overruns in another reimbursable line item – this will not change the maximum amount of allowable reimbursable project costs. The inclusion of this provision will modify the Tax Increment Financing Contract in a manner that is standard practice in our more recent TIF contracts.

Lastly, please see the enclosed Exhibit 1 for an updated site plan of the Southtowne TIF Plan identifying the three Redevelopment Projects, with Projects 1 and 2 being developed by Menard, Inc. and Project 3 being developed by Herman Enterprises, L.L.C.

Very truly yours,

Alexa Barton
Assistant City Manager

cc: Ron Trivitt
Megan McGuire, Esq.
Jay Leipzig
Aaron March, Esq.
Ferd Niemann, Esq.

Exhibit 1 to Letter From Assistant City Manager – Site Plan

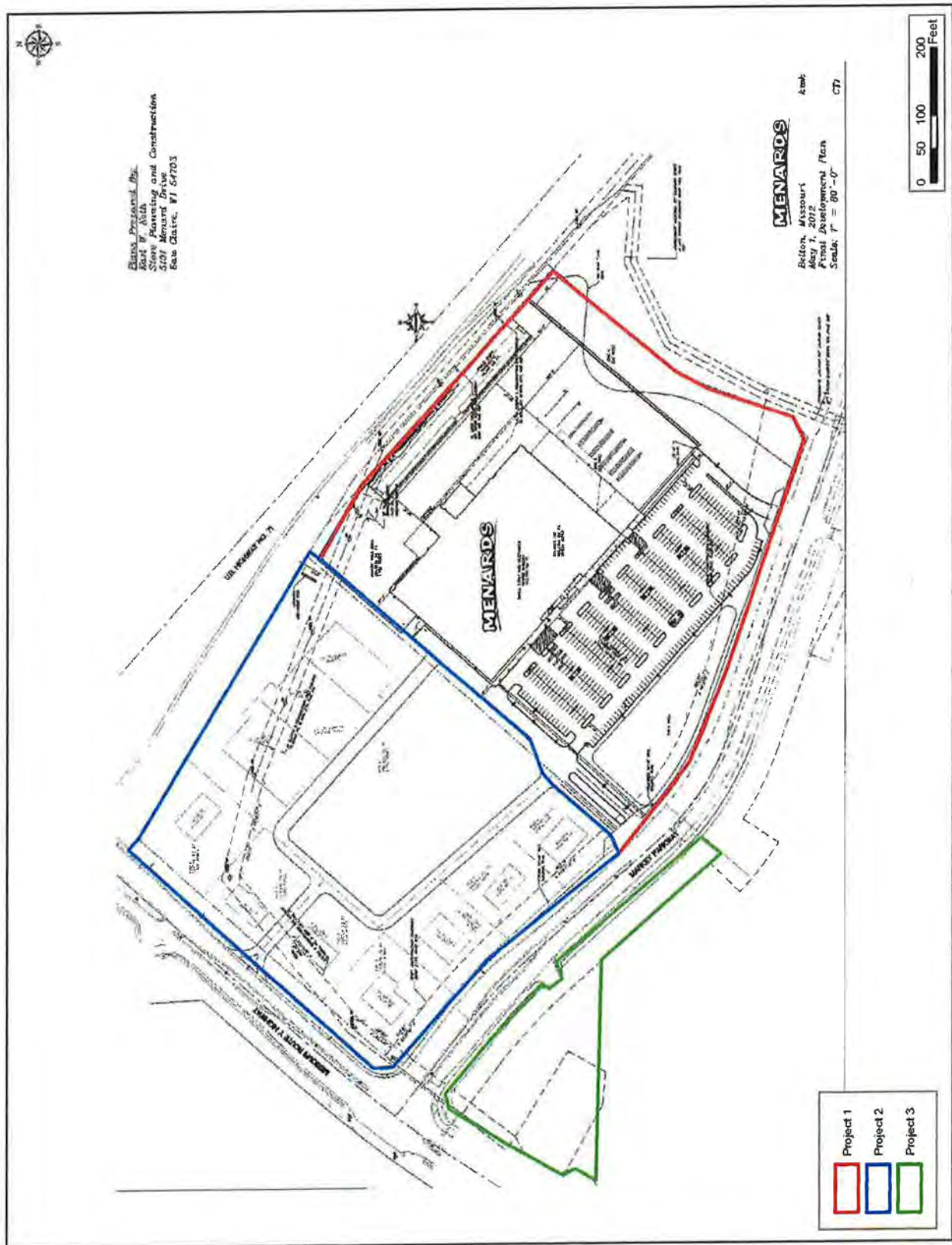


Exhibit B to Ordinance No. 2017-_____

**FIRST AMENDMENT TO THE TAX INCREMENT FINANCING CONTRACT
BETWEEN THE CITY OF BELTON AND MENARD, INC., AS AMENDED, FOR THE
IMPLEMENTATION OF THE PROJECTS 1 AND 2 OF THE SOUTHTOWNE PLAZA
TAX INCREMENT FINANCING REDEVELOPMENT PLAN**

See following pages

**FIRST AMENDMENT TO
THE TAX INCREMENT FINANCING
CONTRACT**

between

CITY OF BELTON, MISSOURI

and

MENARD, INC.

for implementation of

Redevelopment Projects 1 and 2 of the

**SOUTHTOWNE PLAZA
TAX INCREMENT FINANCING
REDEVELOPMENT PLAN, AS AMENDED**

FIRST AMENDMENT TO TAX INCREMENT FINANCING CONTRACT

THIS FIRST AMENDMENT TO TAX INCREMENT FINANCING CONTRACT, (the "First Amended Contract" or "Contract") is entered into this _____ day of _____, 2017 (the "Effective Date"), by and between THE CITY OF BELTON, MISSOURI, a municipal corporation (the "City"), and MENARD, INC., a Wisconsin corporation (the "Developer").

RECITALS

A. The City Council of Belton, Missouri (the "City Council") on March 10, 2009, passed Ordinance No. 2009-3524 approving the Southtowne Plaza Tax Increment Financing Redevelopment Plan (the "Original Plan") in an area described in the Plan as set forth in Exhibit A (the "Redevelopment Area"), and further authorized the execution of a tax increment financing contract with Southtowne Associates, LLC (the "Original Developer") for the implementation of the Original Plan (the "Original Contract").

B. The City Council on March 27, 2012, passed Ordinance No. 2012-3787 approving the First Amended and Restated Southtowne Plaza Tax Increment Financing Redevelopment Plan (the "First Amended Plan"; the Original Plan as amended by the First Amended Plan is referred to herein as the "Plan"), authorized the assignment of all of the Original Developer's rights and duties under the Original Plan and Original Contract to Developer as to Redevelopment Project 1 and Redevelopment Project 2, designated Developer as the developer of Redevelopment Project 1 and Redevelopment Project 2, and authorized the execution of this Contract with Developer for the implementation of Redevelopment Project Area 1 and Redevelopment Project Area 2 of the Plan.

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

D. The City Council finds that the inability to commence, complete or proceed in accordance with the Redevelopment Schedule is due to market conditions beyond the reasonable control of the Developer and is an excusable delay, as set forth in Section 36 of the Contract.

E. The City Council finds that extension of the dates set forth in Section 6.C and Exhibit F of the Contract will help to encourage and stimulate growth and development in the Redevelopment Area and otherwise fulfill the purposes of the Real Property Tax Increment Allocation Redevelopment Act, R.S.Mo. §§ 99.800 et seq. and the Plan.

F. The City Council finds that modification of Section 22 of the Contract will better reflect actual construction costs by line item and permits cost savings from one cost category to be utilized for cost overruns in another approved cost category for the same Redevelopment Project and will thereby help to encourage and stimulate growth and development in the Redevelopment Area and otherwise fulfill the purposes of the Real Property Tax Increment Allocation Redevelopment Act, R.S.Mo. §§ 99.800 et seq. and the Plan.

G. The City Council finds that modification of Exhibit C-1 of the Contract will better reflect the orientation of the Menards store and the as built site plan for the three Redevelopment Projects included within the Plan.

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

1. Modification of Section 6.A. and Exhibit F of the Contract. Section 6.A. of the Contract is hereby deleted in its entirety and replaced with the following:

A. It is the intention of the parties that development activities for Redevelopment Project Areas 1 and 2 be substantially commenced and completed on or before the dates set forth in **Exhibit F** attached hereto (the "Redevelopment Schedule"). Developer shall complete all of the Private Project Improvements and development-related activities, including in each case, but not necessarily limited to design, land preparation, environmental evaluation and remediation, construction, management, maintenance and procurement of financing in sufficient time to comply with the Redevelopment Schedule. Changes in the development program contemplated by the Plan that require a Plan amendment under the Act (as determined by City) shall be processed in accordance with the Act, and changes in the development program contemplated by the Plan that do not require a Plan amendment under the Act (as determined by City) may be made only by agreement of the parties hereto. If Developer shall seek to amend the Plan, Developer shall obtain the approval of City to such amendment, and City shall have the right to grant or withhold such approval upon the same terms and conditions, and subject to the same standards of review, as were applicable to City's initial approval of the Original Plan.

2. Modification of Section 6.C. of the Contract. Section 6.C. of the Contract is hereby deleted in its entirety and replaced with the following:

C. Notwithstanding anything to the contrary herein and subject to the provisions of **Section 6.D**, if a Certificate of Completion and Compliance is not issued with respect to Redevelopment Project 1 by March 31, 2017, or with respect to Redevelopment Project 2 by December 31, 2018 (each respectively an "Outside Completion Date"), City may require Developer to appear before the Council to show cause why this Contract and the Plan shall not be terminated in accordance with **Section 35**. From and after the Outside Completion Date, any approval by City of any change or modification of the Redevelopment Schedule may be given or denied by City in its sole discretion, subject to the terms and the provisions of **Section 36**.

3. Modification of Section 22 of the Contract. Section 22 of the Contract is hereby deleted in its entirety and replaced with the following:

22. Reimbursable Project Cost Certification.

A. Request for Certification. Attached to this Contract as **Exhibit H-1** is a list of those City and Developer expenses reimbursable either from TIF Revenue or other public sources. Only City shall have the right to submit requests for certification for the line items and within the budget amounts identified on **Exhibit H-1** in the City Expenses and Public Second Priority Reimbursable Project Costs categories (the "City

Reimbursable Cost Categories"; Reimbursable Project Costs incurred within the City Reimbursable Cost Categories are herein sometimes referred to as "City Reimbursable Project Costs"); only Developer shall have the right to submit requests for certification for Reimbursable Project Costs under the line items and within the budget amounts identified on Exhibit H-1 in Developer Expenses categories, consisting of On Site Construction Costs, Vertical Construction Costs, Markey Parkway First Phase, Soft Costs and Developer Second Priority Reimbursable Project Costs (the "Developer Reimbursable Cost Categories"; Reimbursable Project Costs incurred within the Developer Reimbursable Cost Categories are herein sometimes referred to as "Developer Reimbursable Project Costs"). Developer and City shall use reasonable best efforts to submit their request for certification of Reimbursable Project Costs incurred within one hundred twenty (120) days of incurring any such costs but in the event such timeline is not met then both parties hereby agree to waive any timeliness requirements. For all Reimbursable Project Costs incurred by City or Developer prior to the execution of this Contract, reasonable efforts shall be used to submit such Reimbursable Project Costs for certification within one hundred twenty (120) days from the date of execution of this Contract but in the event such timeline is not met both parties hereby agree to waive any timeliness requirements. City shall notify Developer of its submission of each Certification Application submitted by the City, and Developer shall have the right to review, upon request, any Certification Application submitted by City, and to comment upon any Certification Application submitted by City. Upon Developer's presentation to City of an application for certification of Reimbursable Project Costs which details Reimbursable Project Costs paid in accordance with this Contract and the Plan, together with such supporting documentation (including copies of invoices, canceled checks, receipts, lien waivers, and such other supporting documentation as City shall reasonably require) as City shall reasonably determine to be necessary (the "Certification Application"), City shall review, verify and confirm the information included in the Certification Application. The Certification Application shall (1) separately identify each item of Reimbursable Project Cost by a specific line item category detailed in the Redevelopment Project Cost Budget, (2) aggregate all costs in the Certification Application by reimbursable line item category as set forth in the Redevelopment Project Cost Budget, (3) include a report setting forth the total amount, by reimbursable line item category from the Redevelopment Project Cost Budget of all Reimbursable Project Costs set forth in the then-current Certification Application and all prior Certification Applications approved by City or for which approval is pending, and (4) include a report setting forth the percentage of work, by reimbursable line item category from the Redevelopment Project Cost Budget completed as of the date of the current Certification Application. If City determines that: (i) the Certification Application accurately reflects Reimbursable Project Costs paid in accordance with this Contract and the Plan; (ii) the Reimbursable Project Costs for which certification is requested (considered in combination with all prior amounts certified for the same cost category or item, as applicable) are reasonable and consistent with the Financing Plan and in accordance with the Redevelopment Project Cost Budget; it shall approve the Certification Application and issue a draw certificate (the "Draw Certificate"). If City, pursuant to its review of such Certification Application and supporting documentation, determines that any portion of the request for reimbursement should not be approved, it shall promptly state the

reasons for such disapproval to Developer. No Certification Application will be approved if it exceeds the applicable cost category of the Redevelopment Project Cost Budget (except as provided in Section 22.B and Section 22.C below) or if it causes the total Reimbursable Project Costs to exceed the reimbursable amounts within the Redevelopment Project Cost Budget without prior City approval. Any such disapproval of Developer's request may be appealed by Developer to the Council, which shall upon Developer's request hold a hearing at which Developer may present new and/or additional evidence. At the option of the City Manager or his designee, each Certification Application for Developer Reimbursable Project Costs may be approved administratively, and if the City Manager or his designee elects to approve such Certification Application administratively, no action of the Council shall be required to approve such Certification Application. All Certification Applications and Draw Certificates for City Reimbursable Project Costs may be approved by the City Manager or his designee administratively, and Developer shall not be required to approve or consent to any such Certification Application or Draw Certificate for City Reimbursable Project Costs prior to the disbursement of funds to City.

B. Reallocation of Cost Savings. Developer shall, in each Certification Application, identify the specific line item assigned within the Redevelopment Project Cost Budget as to each Reimbursable Project Cost for which certification is requested. If, after any portion of a specific Redevelopment Project, as permitted by Section 11, has been completed in accordance with the Plan, there have been cost savings in the amount expended with respect to any specific Reimbursable Project Cost line item in the Redevelopment Project Cost Budget for a specific Redevelopment Project, or portion thereof, and there remains unallocated amounts in any line item in the Redevelopment Project Cost Budget within such completed item, then any such amounts shall be allocated to a separate category (the "Cost Savings Category"). The line item amounts allocated to the Cost Savings Category may then be utilized to reimburse or fund the Redeveloper for funds expended by Redeveloper on cost overruns for any Reimbursable Project Costs line item in the Redevelopment Project Cost Budget for the same Redevelopment Project that have not been funded or reimbursed from funds within the Special Allocation Fund where such cost overruns occurred, so long as the line item does not have a zero for the anticipated reimbursement (as presented to the Tax Increment Financing Commission and contemplated as part of the Plan's economic analysis). For example and for illustration purposes only, if Redeveloper completes engineering improvements and the City provides written notice to Redeveloper that Redeveloper has completed engineering improvements in accordance with the Plan and the cost savings within one or more of the line items within Redevelopment Project Cost Budget equals \$20,000, then \$20,000 would be allocated to the Cost Savings Category. The allocated amount of \$20,000 in the Cost Savings Category could then be used to reimburse Developer in the event there are cost overruns in any other Reimbursable Project Cost line item for that specific Redevelopment Project, so long as the line item does not have a zero for anticipated reimbursement, in the Redevelopment Project Cost Budget that has not been funded or reimbursed from funds within the Special Allocation Fund.

4. **Modification of Exhibit C-1 of the Contract.** Exhibit C-1 of the Contract is hereby deleted in its entirety and replaced with the attached Exhibit C-1.

5. Miscellaneous. Except as amended hereby, the Contract remains in full force and effect. This First Amendment to the Contract may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

6. Recording. The City shall prepare and record at Developer's cost and expense a memorandum of this Contract in the Office of the Recorder of Deeds for Cass County.

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

SIGNATURE PAGE FOR FIRST AMENDMENT TO TAX INCREMENT FINANCING CONTRACT BETWEEN CITY OF BELTON, MISSOURI AND MENARD, INC. FOR IMPLEMENTATION OF PROJECTS 1 AND 2 OF THE SOUTHTOWNE PLAZA TAX INCREMENT FINANCING REDEVELOPMENT PLAN, AS AMENDED.

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

CITY:

THE CITY OF BELTON, MISSOURI, a municipal corporation

By: _____
Print Name: Jeff Davis
Title: Mayor

DEVELOPER:

MENARD, INC., a Wisconsin corporation

By:  _____
Print Name: Theron J. Berg
Title: Real Estate Manager

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 2017, before me personally appeared Jeff Davis, to me known, who being by me duly sworn, did say that he is the Mayor of the City of Belton, Missouri, a Missouri municipal corporation, that said instrument was signed on behalf of said corporation by authority of its City Council, and acknowledged said instrument to be the free act and deed of said corporation.

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

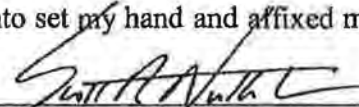
Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

STATE OF Wisconsin)
) ss.
COUNTY OF Fau Claire)

On this 2nd day of March, 2017, before me personally appeared Theron D. Berg, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say he is the Real Estate Manager of Menard, Inc., a Wisconsin corporation, and acknowledged said instrument to be his free act and deed and the free act and deed of said corporation.

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


Print Name: Scott R. Nuttelman
Notary Public in and for said County and State

My Commission Expires:

is permanent.



EXHIBIT C-1
SITE PLAN AND BOUNDARY SURVEYS AND
REDEVELOPMENT PROJECT AREAS



EXHIBIT F

Redevelopment Schedule

Redevelopment Project Area 1

Construction

Complete
March 31, 2017

Redevelopment Project Area 2

Construction

Complete
December 31, 2018

All scheduled activities may commence earlier than the dates set out above.

SECTION VII

G

AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2017 ADOPTED CITY BUDGET.

WHEREAS, on March 8, 2016 under Ordinance No. 2016-4180, the City Council approved the Fiscal Year 2017 City Budget and it has been amended previously this year.

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

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

DECREASE the balance by \$102,000 (whole dollars) of Expenditure line item, 010-1000-4009000, named Rainy Day.

INCREASE the balance by \$102,000 (whole dollars) of Expenditure line item, 010-1000-4008527, named Transfer to Capital Improvement Sales Tax Fund.

FOR THE PURPOSE OF: Amending the budget to account for the transfer of funds to the Capital Improvement Sales Tax Fund.

Section 2. In the Capital Improvement Sales Tax Fund, # 227 ...

DECREASE the balance by \$102,000 (whole dollars) of Revenue line item, 227-0000-3130500, named Sales Taxes.

INCREASE the balance by \$102,000 (whole dollars) of Revenue line item, 227-0000-3910210, named Transfer from General Fund.

FOR THE PURPOSE OF: Amending the budget to account for the transfer of funds to the Capital Improvement Sales Tax Fund.

Section 3. In the Park Sales Tax Fund, # 229 ...

DECREASE the balance by \$150,000 (whole dollars) of Expenditure line item, 229-0000-4009000, named Rainy Day.

INCREASE the balance by \$150,000 (whole dollars) of Expenditure line item, 229-0000-4008520, named Transfer to Park.

FOR THE PURPOSE OF: Amending the budget to account for the transfer of funds to the Park operating account.

Section 4. In the Mayor's Christmas Tree Fund, # 231 ...

INCREASE the balance by \$590 (whole dollars) of Revenue line item, 231-0000-3651600, named Donations.

INCREASE the balance by \$590 (whole dollars) of Expenditure line item, 231-0000-4004023, named Community Supplies.

FOR THE PURPOSE OF: Amending the budget to account for the additional donations received for the benefit of the Belton Welfare Association.

Section 5. In the Cedar Tree - TIF Fund, # 241 ...

INCREASE the balance by \$10,000 (whole dollars) of Revenue line item, 241-0000-3130500, named City Sales Tax.

INCREASE the balance by \$10,000 (whole dollars) of Expenditure line item, 241-0000-4003235, named Expense Allowance.

FOR THE PURPOSE OF: Amending the budget to account for additional TIF revenues that were received and transferred according to the TIF agreement.

Section 6. In the Y Highway Marketplace - TIF Fund, # 243 ...

INCREASE the balance by \$54,000 (whole dollars) of Revenue line item, 243-0000-3111500, named Payments In Lieu of Tax.

INCREASE the balance by \$54,000 (whole dollars) of Expenditure line item, 243-0000-4003235, named Expense Allowance.

FOR THE PURPOSE OF: Amending the budget to account for additional TIF revenues that were received and transferred according to the TIF agreement.

Section 7. In the Y Belton Plaza - TIF Fund, # 244 ...

INCREASE the balance by \$94,000 (whole dollars) of Revenue line item, 244-0000-3111500, named Payments In Lieu of Tax.

INCREASE the balance by \$94,000 (whole dollars) of Expenditure line item, 244-0000-4003235, named Expense Allowance.

FOR THE PURPOSE OF: Amending the budget to account for additional TIF revenues that were received and transferred according to the TIF agreement.

Section 8. In the Southtowne Plaza - TIF Fund, # 245 ...

INCREASE the balance by \$100,000 (whole dollars) of Revenue line item, 245-0000-3130500, named City Sales Tax.

INCREASE the balance by \$50,000 (whole dollars) of Revenue line item, 245-0000-3131510, named County Sales Tax.

INCREASE the balance by \$150,000 (whole dollars) of Expenditure line item, 245-0000-4003235, named Expense Allowance.

FOR THE PURPOSE OF: Amending the budget to account for additional TIF revenues that were received and transferred according to the TIF agreement.

Section 9. In the Street Capital Projects Fund, # 445 ...

INCREASE the balance by \$150,000 (whole dollars) of Revenue line item, 445-0000-3131509, named Donated Assets.

INCREASE the balance by \$150,000 (whole dollars) of Expenditure line item, 445-5310-4957117, named Markey Parkway – Construction Costs.

FOR THE PURPOSE OF: Amending the budget to account for the donation of Markey Parkway to the city from the Belton Cass TDD.

Section 10. In the Wastewater Treatment Plant Improvements Fund, # 463 ...

INCREASE the balance by \$5,200,000 (whole dollars) of Revenue line item, 463-0000-3910660, named Sewer SRF Loan Proceeds.

INCREASE the balance by \$5,200,000 (whole dollars) of Expenditure line item, 463-0000-4957117, named Wastewater Treatment Plant – Construction Costs.

FOR THE PURPOSE OF: Amending the budget to account for the additional SRF loan proceeds for the construction of the wastewater treatment plant improvements.

Section 11. In the Water SRF 1 Projects Fund, # 464 ...

INCREASE the balance by \$800,000 (whole dollars) of Revenue line item, 464-0000-3910660, named SRF Loan Proceeds.

INCREASE the balance by \$800,000 (whole dollars) of Expenditure line item, 464-5710-4957117, named Water Tower – Construction Costs.

FOR THE PURPOSE OF: Amending the budget to account for the additional SRF loan proceeds for the construction of the water tower.

Section 12. In the Water SRF 2 Projects Fund, # 465 ...

INCREASE the balance by \$900,000 (whole dollars) of Revenue line item, 465-0000-3910660, named SRF Loan Proceeds.

INCREASE the balance by \$900,000 (whole dollars) of Expenditure line item, 465-5715-4957117, named Holmes Road & 300K Tank – Construction Costs.

FOR THE PURPOSE OF: Amending the budget to account for the additional SRF loan proceeds for the construction of the Holmes Road & 300K Tank improvement project.

Section 13. That this ordinance shall be in full force and effect from and after its passage and approval.

READ FOR THE FIRST TIME: March 14, 2017

READ FOR THE SECOND TIME AND PASSED:

Jeff Davis, Mayor

APPROVED this _ day of _____, 2017.

Jeff Davis, Mayor

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the _____ day of _____, 2017, and thereafter adopted as Ordinance No. 2017-_____ of the City of Belton, Missouri, at a meeting of the City Council held on the _____ day of _____, 2017, after the second reading thereof by the following vote, to-wit:

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

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

SECTION VII

H

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.

WHEREAS, the Downtown Main Street, Inc. has successfully sponsored, organized, promoted and provided administrative support for the Fall Festival in downtown Belton for many years; and

WHEREAS, the City of Belton has determined that the Fall Festival is in the best interests of the City by promoting economic development activities, strengthening the central business district and contributing to the preservation of the historic character in the downtown area; and

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

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 Public Service Agreement, herein attached and incorporated as **Exhibit A** to this ordinance, to facilitate the Fall Festival activities in the historic downtown business district.
- Section 2.** That the Mayor is authorized to sign the agreement on behalf of the City of Belton.
- Section 3.** That this ordinance shall be in full force and effect from and after the date of its passage and approval.
- Section 4** That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: March 14, 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 ____ day of _____, 2017, and thereafter adopted as Ordinance No.2017-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2017, after the second reading thereof by the following:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

**PUBLIC SERVICE AGREEMENT BY AND BETWEEN
THE CITY OF BELTON
AND
DOWNTOWN BELTON MAIN STREET, INC**

FINAL DRAFT 2/21/17

This Agreement, made and entered into this ____ day of _____, 2017, is by and between Downtown Belton Main Street, Inc., a Missouri nonprofit corporation (hereinafter "Main Street"), and the City of Belton, Missouri, a Missouri constitutional charter city (hereinafter "City").

WITNESSETH:

WHEREAS, Main Street was created to provide education and charitable resources in order to promote and strengthen a diverse central business district and preserve historic character and assets in the City; and

WHEREAS, as part of its public purpose, Main Street sponsors the Fall Festival ("Fall Festival") and has requested City assistance in securing insurance, providing access to certain City properties on Main Street and other services as detailed in Attachment A to this Agreement for the Fall Festival (hereinafter "City Assistance"); and

WHEREAS, the City has determined that the Fall Festival is in the best interest of the City because it promotes the general health, safety, and welfare of the City, provides economic development activities and promotes a public purpose.

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

I. SCOPE OF SERVICES

Main Street will sponsor, organize, promote and provide administrative oversight for the Fall Festival, as outlined in Attachment A of this Agreement, on September__ and __, 2017 for the benefit of the citizens of the City of Belton, Missouri.

II. CONTRIBUTION IN SUPPORT OF PUBLIC PURPOSE

In order to facilitate a public purpose, the City agrees to add Downtown Belton Main Street, Inc., as an additional insured on the general comprehensive liability insurance as a Special Event. The City also agrees to provide access to certain City properties along Main Street for the Fall Festival and other services as detailed in Attachment A to this Agreement.

III. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be effective on September __, 2017 to September __, 2017.

IV. ASSIGNMENT/SUBCONTRACTS

Main Street and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed, or otherwise disposed of without the prior consent of the other party to the Agreement, however, parties agree that Main Street may subcontract for trash and electrical services without prior approval of the City.

V. NON-DISCRIMINATION PROVISIONS

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

VI. COMPLIANCE WITH THE LAW

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

VII. INTEREST OF LOCAL PUBLIC OFFICE

No member of the City Council of the City, or any officer, employee, or agent of the City who exercises any functions or responsibilities in connection with review or approval of the work to which this Agreement pertains, shall have any personal interest, direct or indirect, in the Agreement or the proceeds thereof except as permitted by the law of the State of Missouri.

VIII. INDEPENDENT CONTRACTOR

Main Street is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, and is merely acting as an independent contractor.

IX. INDEMNIFICATION

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

X. TERMINATION OF THIS AGREEMENT

This Agreement may be terminated at any time by written, mutual agreement, of all parties, provided all applicable laws and regulations are complied with. The City shall have the right at its option to terminate this Agreement and be free of all obligations hereunder in the event that Main Street is in default or violation of the terms, conditions, assurance, or certifications of this Agreement. Non appropriation of funds by the City Council shall not be considered a violation or default of this Agreement.

XI. NOTICE

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

Notice to the City shall be addressed to:

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

Notice to Main Street shall be addressed to:

President
Downtown Belton Main Street, Inc.
PO Box 525
Belton, Missouri 64012

XII. AMENDMENTS

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

XIII. SEVERABILITY

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

XIV. ENTIRE AGREEMENT

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

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

DOWNTOWN BELTON MAIN STREET, INC.

CITY OF BELTON, MISSOURI
A Municipal Corporation

President

Mayor

ATTEST:

ATTEST:

Treasurer

City Clerk

**ATTACHMENT A
COORDINATED FESTIVAL ACTIVITIES**

BY DOWNTOWN BELTON MAIN STREET, INC.

- Solicit and organize vendors
- Hire musicians
- Hire subcontractors for trash and electric
- Provide stage, tables, chairs, sound equipment
- Promote festival through various media:
 - Brochures/Flyers
 - Websites
 - Local Cable Channel
- Provide for ADA accommodations in parking and accessibility on streets, ramps and sidewalks
- Advertise pet guidelines for promotion of safe and healthy environment
- Coordinate activities with downtown merchants
- Post festival signage
- Clean up streets and sidewalks – before and after
- Staff festival
- Provide post festival evaluation
- Request benefits and support from City (City Assistance):
 - Administration:
 - Insurance for special event coverage on city policy
 - Access to vacant lots owned by City on Main Street
 - Water bills stuffed with festival flyer
 - Access to public restrooms at City Hall or Annex buildings provided Main Street staffs the building, restocks supplies and clean ups as necessary**
 - Street Department:
 - Close public streets
 - Traffic/parking cones
 - Street lights turned on for constant power supply
 - Water Department:
 - Water provided to vendors through outside faucets at City Call and fire hydrant meter on Main Street
 - Parks Department:
 - Trash barrels
 - Tours of arboretum and hayride
 - Fire Department/BEMA volunteers:
 - Open restroom at Main Street Fire Station
 - Security and traffic control
 - Generator
 - Police Department:
 - Police officers assigned to festival area

SECTION VII

I

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

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

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

WHEREAS, the current lease terms expires on March 30, 2017; and

WHEREAS, the farm ground leasing opportunity on 51 acres was advertised for bid in January 2017 and one bid was received from Mr. Chevalier for forty-two dollars and fifty cents (\$42.50) per acre; and

WHEREAS, the City Council believes this lease extension and amendment is in the best interest of the city to manage the city property for an additional year under the terms of the lease agreement.

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

Section 1. That the Farm Lease Agreement with Danny Chevalier is hereby extended for one year and amended as follows:

C. TERM OF LEASE

1. Term.

(a) Term. Subject to prior termination as provided herein, the term of this lease shall be extended for one growing season commencing April 1, 2017 and expiring March 31, 2018.

F. RENTAL

1. Lessee agrees to pay by December 31, 2017 to the City of Belton two thousand, one hundred, sixty-seven dollars and fifty cents (\$2,167.50); All payments shall be made to the City of Belton, 506 Main Street, Belton, Missouri 64012.

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

READ FOR THE FIRST TIME: March 14, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2017.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the _____ day of _____, 2017 and thereafter adopted as Ordinance No. 2017 - _____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2017 after the second reading thereof by the following vote, to-wit:

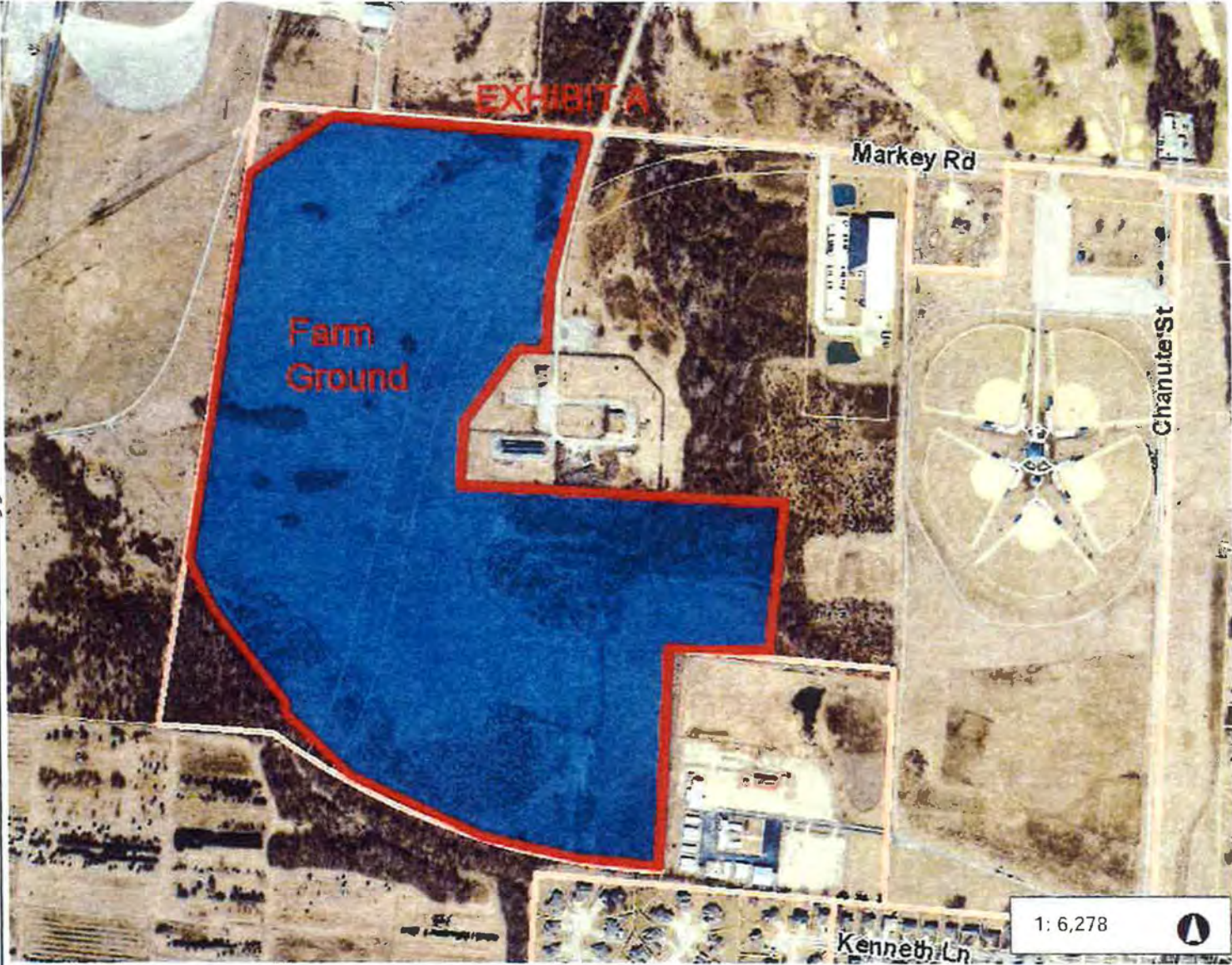
AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

Belton, MO



Legend

- Street
- Parcel
- Subdivision
- Cemetery

Notes



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

99



FARM LEASE AGREEMENT

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

RECITALS

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

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

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

A. DESCRIPTION OF LEASED PREMISES:

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

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

B. USE:

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

C. TERM OF LEASE

1. Term.

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

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

D. ALTERATIONS

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

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

E. MAINTENANCE AND REPAIRS

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

F. RENTAL

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

G. LIENS

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

H. TAXES

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

I. UTILITIES: INSTALLATION OF METERS AND PAYMENTS. ETC.

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

J. SIGNS

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

K. INDEMNIFICATION

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

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

L. INSURANCE

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

M. INSPECTION OF PREMISES

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

N. EMINENT DOMAIN

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

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

O. LESSEE WARRANTIES AND PRESENTATION

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

P. DEFAULT

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

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

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

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

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

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

- (f) City's Right to Cure Defaults. In the event of lessee's breach of any covenants in this lease (including without limitation, lessee's obligations in connection with repairs and insurance), the City may at any time, upon reasonable notice (but in no event more than ten (10) days notice) to lessee cure such breach for the account and at the expense of lessee. If at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money, or is compelled to incur any expenses, including reasonable attorney's fees, in instituting, prosecuting or defending any actions or proceedings to enforce the City's rights under this lease or otherwise, the sum or sums so paid by the City, together with interest thereon at the highest rate permitted by law until said, costs and damages shall be deemed to be additional rent under this sublease and shall be due from lessee to the City on the first day of the month following the incurring of such expenses, unless the City shall have the right to reimbursement on demand as provided in specific instances on this lease.
2. Nonwaiver of defaults. The waiver by the City of any breach by lessee of any term covenants or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenants or condition. No term, covenant or condition hereof can be waived except by the written consent of the City, and forbearance of indulgence by the City, in any regard whatsoever, shall not constitute a

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

Q. WAIVER OF SUBROGATION AND CLAIMS.

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

R. ASSIGNMENT AND SUBLETTING

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

S. PERSONAL PROPERTY IN LEASED AREA

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

T. SAFETY PROVISIONS

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

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

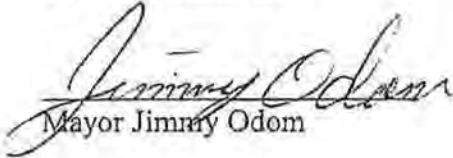
U. MISCELLANEOUS PROVISIONS

1. Heirs, etc. The terms, covenants and conditions contained herein shall be binding upon and enforceable by the parties hereto and their respective heirs, executors, administrators, successors, and assigns, subject to restriction herein imposed on assignment by Sublease.
2. Time. Time is of the essence of this lease and each and every term, covenants and condition herein contained.
3. Headings. The paragraph headings in this lease are inserted only as a matter of convenience and for reference and now may define, limit or describe the scope of intent of this lease or any provisions thereof or in any way effect this agreement.
4. Exhibits. All of the exhibits attached hereto are hereby incorporated into this lease at a place (s) each such exhibit is referred to in the text as though set out in full as such place (s).
5. Notices. All notices to be given hereunder shall be in writing and shall be deemed given when deposited in the United States mail, postage prepaid, certified return receipt requested, or registered, addressed as follows or to such other address as from time to time may be designated by a part by written notice to other party:
To: City Manager
506 Main Street
Belton, Missouri 64012

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

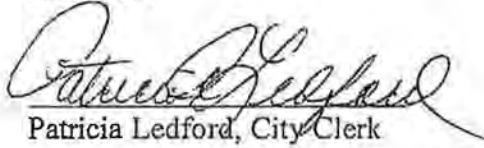
IN WITNESS WHEREOF, we undersigned have executed this sublease the day and year first above written.

CITY OF BELTON:


Mayor Jimmy Odom


Danny Chevalier

ATTEST:


Patricia Ledford, City Clerk

Dan Chevalier

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

2/10/12

To: Brad Foster
Re: Farm ground on Markey Rd

Brad,


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

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

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

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

Thank you in advance for your help on this matter.


Dan Chevalier

SECTION VII

J

BILL NO. 2017-31

ORDINANCE NO. 2017-

AN ORDINANCE AUTHORIZING THE CITY OF BELTON, MISSOURI THROUGH ITS POLICE DEPARTMENT TO PURCHASE AN UPGRADE FOR THE PHONE SYSTEM SOFTWARE THROUGH DICE COMMUNICATIONS.

WHEREAS, the Belton Police Department is purchasing an upgrade for the current phone system software with Dice Communications; and

WHEREAS, the current phone system software is no longer supported and as a result the phone system is having issues; and

WHEREAS, the current maintenance agreement in place is with Dice Communication for the phone system and the new software upgrade will be covered through the maintenance agreement; and

WHEREAS, the funding source for this software upgrade is the Belton Police Department's telephone general budget for the amount of \$6,870.09.

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

Section 1. That the City Council hereby authorizes and approves the Police Department telephone system software upgrade, herein attached and incorporated as **Exhibit A** to this ordinance.

Section 2. 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: March 14, 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 the first reading at a meeting of the City Council held on the ____ day of _____, 2017, and thereafter adopted as Ordinance No. 2017-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2017, after the second reading thereof by the following:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE:
ASSIGNED STAFF: James Person
DEPARTMENT: Police Department

Approvals

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

Table with 4 columns: Ordinance (checked), Resolution, Consent Item, Change Order, Agreement, Discussion, FYI/Update, Other, Motion.

ISSUE/REQUEST: The Belton Police Department is requesting the purchase of a telephone system software upgrade in the amount of \$6,870.09 from Dice Communication.

PROPOSED CITY COUNCIL MOTION: An Ordinance authorizing the City of Belton, Missouri through its Police Department to purchase an upgrade for the phone system software through Dice Communications for \$6,870.09.

BACKGROUND: (including location, programs/departments affected, and process issues) The telephone software version we are currently using is no longer supported by Alcatel-Lucent and is having reliability issues. The quote is from Dice Communication with whom we have our maintenance agreement for hardware and software..

IMPACT / ANALYSIS: In the current year budget, money was allocated for the purchase of the software upgrade for the phone system in the FY17 budget through the Department's telephone budget. This expenditure is within budget.

FINANCIAL IMPACT

Contractor:	Dice Communications
Amount of Request/Contract:	\$6,870.09
Amount Budgeted:	\$6,870.09
Funding Source:	Telephone 010-3800-400-3705
Additional Funds	
Funding Source	
Encumbered:	\$
Funds Remaining:	\$

TIMELINE	Start: Now	Finish: ASAP
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

STAFF RECOMMENDATION: Approved
OTHER BOARDS & COMMISSIONS ASSIGNED: Date: Action:

Memo from Lt. Norman Shriver
Quote – Dice Communications



**Belton Police
Department**

Memo

To: Chief James Person
From: Lt. Norman Shriver
Date: 02/24/17
Re: Phone System Software upgrade

In the current year's budget, money was allocated to upgrade the phone system software to the current version. The version we are currently on is no longer supported by Alcatel-Lucent and is having issues..

Attached is a quote from Dice Communications for the upgrade. Dice Communications is our telecommunications vendor for the phone system and we currently have our maintenance agreement with them. The quoted amount, \$6870.09 is within the budgeted amount.

I would ask that this be placed on the next regular scheduled council meeting for their approval.

Respectfully Submitted

A handwritten signature in cursive script, appearing to read "Lt. Norman Shriver".

Lt Norman Shriver



Dice Communications, Inc.

Phone: 1-402-597-2923
 4509 S. 143RD ST STE 5
 Omaha, NE 68137-4521

Quote

No.: **8301**
 Date: **2/7/2017**

Prepared for:
 Norman Shriver
 Belton PD
 7001 E. 163rd St.
 Belton, MO 64012 USA

Prepared by: Tim Kestel
 Account No.: 2673

Quantity	Item ID	Description	UOM	Sell	Total
Applications					
1	ALC-3BA09621JB	Migration license with no SES/SPS valid contract for OmniVista 8770 Start Pack Entry Base 250 extens	EA	\$1,482.92	\$1,482.92
1	ALC-3BA09623JB	Migration license with no SES/SPS valid contract for OmniVista 8770 Start Pack Entry additional 100	EA	\$148.29	\$148.29
1	ALC-3BA09818JA	8770 R3.0 SOFTWARE LICENSE	EA	\$0.05	\$0.05
1	ALC-3BH11669AH	8770 R3.0 SOFTWARE PACK DVD-R	EA	\$39.75	\$39.75
User Software Licenses					
1	ALC-3BA09810JA	SOFTWARE LICENSE ENTERPRISE R11.2	EA	\$0.05	\$0.05
150	ALC-3BA09835JA	OXE MAJOR UPGRADE - 1 USER	EA	\$12.03	\$1,804.50
Software Support Services					
1	ALC-3EY14001AA	OmniVista 8770 SES (Software Evolution Service)	EA	\$477.03	\$477.03
Services					
4.50	Labor-Engineer ALE Voice	Upgrade (During Business Hours)	HR	\$150.00	\$675.00
4.00	Labor-Engineer ALE Voice	Upgrade (After Business Hours)	HR	\$200.00	\$800.00
1.50	Labor-Training End User	Admin Training	HR	\$125.00	\$187.50
7.50	LABOR-Travel Time	Travel Time	HR	\$85.00	\$637.50
3.50	Labor-Project Management	Labor/Project Management	HR	\$105.00	\$367.50
1.00	EXP-Travel Expenses Alcatel	Alcatel Travel Expense - Air / Auto / Lodging / Per Diem	EA	\$250.00	\$250.00

Your Price: \$6,870.09

Total: \$6,870.09

Prices are firm until 3/24/2017 Terms: Net 30

Quote

No.: **8301**

Date: 2/7/2017

Date: 2/7/2017

Prepared by: Tim Kestel, tkestel@dicelc.com

SCOPE OF WORK:

Customer Contact:

Lieutenant Norman Shriver

Project Overview/Deliverables:

Upgrade of OXE from 9.0 to 11.2 and upgrade 4760 5.0 to 8770 3.0

Dice Communications Inc, (DCI) will install the 8770 3.0 software on a server meeting the specifications below.

DCI will migrate any customizations of 4760, including accounting, reports, users, configurations from the 4760 to the 8770.

DCI will upgrade both main and standby CPU for the OXE from 9.0 to 11.2

DCI will upgrade the 4645 CPU from the 9.0 to 11.2

DCI will perform the upgrade of the 8770 during the day as the management platform will not interfere with the operations of the phone system or current 4760.

DCI will upgrade the OXE after hours during a maintenance window provided by Belton PD.

Implementation Requirements:

Belton PD will provide the server to meet the specifications listed below.

Operating system: Windows 2008 Server R2 Std Ed, Windows 8.1 Pro (64 bit), Windows 10 Pro (64 bit) or Windows 2012 Server R2 Std Ed

Processor: 1 Dual-Core 2Ghz processor or better

RAM: 6GB

Hard Drive: 120GB

If virtual, VMWare ESXi or Microsoft Hyper-V are compatible.

Accepted by: _____ **Date:** _____

Disclaimer

Quoted prices are valid for 90 days. Please note the following Dice Communications terms that apply (unless negotiated otherwise in writing).

**Material: 50% Down-Payment Required on all Hardware Purchases ... Balance of equipment due upon receipt of inventory.

**Professional Services/Labor: Progressive Invoicing; based upon percentage of completion.

**Shipping & Handling: Not included in quoted price; customer will be invoiced upon final equipment invoice.

**Travel expenses: Not included; customer will be invoiced actual travel costs upon final invoice.

**Sales & Use Tax: Not included in quote & will be added to invoice if applicable and due.

If Approved - please sign and fax to Dice Communications @ (402) 289-4208 or sign and email to sales@dicelc.com.

Any questions please call our office at (877) 331-2923

SECTION VII

K

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.

WHEREAS, the Belton Police Department is purchasing an upgrade to the phone system to allow phones to be on the computers in the patrol units; and for them to be an extension of the police stations phone system; and

WHEREAS, the use of the system would eliminate the officers using their personal cell phones for business; and

WHEREAS, the upgrade is covered under the existing maintenance agreement and would not add any additional cost to the system after this purchase; and

WHEREAS, the funding source for the IP based extensions and soft phones is the Belton Police Department's general programming budget for the amount of \$3,255.89.

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 upgrade to the Belton Police Department phone system to include IP based extensions and soft phones, herein attached and incorporated as **Exhibit A** to this ordinance.

Section 2. 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: March 14, 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 the first reading at a meeting of the City Council held on the ____ day of _____, 2017, and thereafter adopted as Ordinance No. 2017-_____ of the City of Belton, Missouri, at the 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



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM**

AGENDA DATE:
 ASSIGNED STAFF: James Person
 DEPARTMENT: Police Department

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: The Police Department is requesting the purchase of an upgrade for the phone system to include IP based extensions and soft phones for use in the police vehicles.

PROPOSED CITY COUNCIL MOTION: 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 in the amount of \$3,255.89.

BACKGROUND: *(including location, programs/departments affected, and process issues)*
 Our current phone system does not allow the Officers to have direct telephone communication in the patrol vehicles. This function would allow phones to be on the computers in the patrol units and for them to be an extension of the police station phone system. The use of these phones will eliminate the need for officers to use their personal cell phones for city business. Dice Communications is our telephone system partner at the police station. They provide maintenance and program upgrades to our IP based telephone systems

IMPACT / ANALYSIS:

 Funds were included in FY17 for this purpose. The expenditure is within budget.

FINANCIAL IMPACT

Contractor:	Dice Communications
Amount of Request/Contract:	\$3,255.89
Amount Budgeted:	\$3,255.89
Funding Source:	010-3800-400-3015
Additional Funds	
Funding Source	
Encumbered:	\$
Funds Remaining:	\$

TIMELINE	Start: Now	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

STAFF RECOMMENDATION: Approved
OTHER BOARDS & COMMISSIONS ASSIGNED: Date: Action:

Memo from Lt. Norman Shriver
Quote – Dice Communications



**Belton Police
Department**

Memo

To: Chief James Person
From: Lt. Norman Shriver
Date: 02/24/17
Re: Phone System IP Softphone Upgrade

In the current year's budget, money was allocated to upgrade the phone system to include IP based extensions and soft phones. This function would allow phones to be on the computers in the patrol units and for them to be an extension of the police stations phone system. The use of this would eliminate the need for officers to use their personnel cell phones for business and would not add any additional cost to the system after this purchase. The service would be routed through our current data connection and Virtual Private Network (VPN).

Attached is a quote from Dice Communications to put this feature into place. They are our telecommunications vendor for our phone system and hold the maintenance agreement for it. The amount of \$3255.89 is within the budget amount.

I would ask that this be placed on the next regular scheduled council meeting for their approval.

Respectfully Submitted

A handwritten signature in cursive script, appearing to read "Lt. Norman Shriver".

Lt Norman Shriver



Dice Communications, Inc.

Phone: 1-402-597-2923
 4509 S. 143RD ST STE 5
 Omaha, NE 68137-4521

Quote

No.: **8701**
 Date: 2/13/2017

Prepared for:
 Norman Shriver 816.210.0844
 Belton PD
 7001 E. 163rd St.
 Belton, MO 64012 USA

Prepared by: Tim Kestel
 Account No.: 2673

 Job: Ron Smits

Quantity	Item ID	Description	UOM	Sell	Total
10 Softphones with licenses					
Applications					
1	ALC-36H11700AA	IP Softphone software CD-ROM	EA	\$46.55	\$46.55
Software Licenses					
10	ALC-3BA09846JA	IP PREMIUM - 1 USER	EA	\$85.78	\$857.80
Professional Services					
10	ALC-3BA09615JA	IP-Desktop softphone for tablet	EA	\$0.09	\$0.90
10	ALC-3BA09851JA	IP DESKTOP SOFTPHONE PREMIUM - 1 USER	EA	\$83.71	\$837.10
Software Support Services					
1	ALC-3EY10002AA	OmniPCX Enterprise SES (Software Evolution Service)	EA	\$228.54	\$228.54
Freight - Estimated					
1.00	Freight-Shipping	Shipping & Handling - Will bill actual	EA	\$125.00	\$125.00
Labor					
7.00	Labor-Engineer ALE Voice	Labor-Engineer ALE Voice	HR	\$150.00	\$1,050.00
1.00	Labor-Project Management	Labor/Project Management	HR	\$110.00	\$110.00
				Your Price:	\$3,255.89
				Total:	\$3,255.89

Prices are firm until 3/10/2017 Terms: Net 30

Prepared by: Tim Kestel, tkestel@dicellc.com

Date: 2/13/2017

SOW: Work with Customer to remotely configure SoftPhones. If for any reason on-site Intervention is required, additional costs will apply.

No.: **8701**
Date: 2/13/2017

Accepted by: _____ **Date:** _____

Disclaimer

Quoted prices are valid for 90 days. Please note the following Dice Communications terms that apply (unless negotiated otherwise in writing).

- **Material: 50% Down-Payment Required on all Hardware Purchases ... Balance of equipment due upon receipt of inventory.
- **Professional Services/Labor: Progressive Invoicing; based upon percentage of completion.
- **Shipping & Handling: Not included in quoted price; customer will be invoiced upon final equipment invoice.
- **Travel expenses: Not included; customer will be invoiced actual travel costs upon final invoice.
- **Sales & Use Tax: Not included in quote & will be added to invoice if applicable and due.

If Approved - please sign and fax to Dice Communications @ (402) 289-4208 or sign and email to sales@dicellc.com.

Any questions please call our office at (877) 331-2923

SECTION VII

L

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A FUNDING AGREEMENT BETWEEN SALINA HOTEL CORPORATION, A KANSAS CORPORATION, AND THE CITY OF BELTON, MISSOURI, A CONSTITUTIONAL CHARTER CITY OF THE STATE OF MISSOURI, FOR THE PREPARATION AND IMPLEMENTATION OF AN APPLICATION FOR INCENTIVES, A REDEVELOPMENT PLAN, AND A REDEVELOPMENT AGREEMENT.

WHEREAS, the Company has requested that the City: 1) consider a proposal for economic development incentives to facilitate the development of a 90-room hotel and conference center together with ancillary retail/restaurant space; and 2) prepare a redevelopment plan (the "Plan") and redevelopment agreement for the implementation of such Plan (the "Redevelopment Agreement"); for presentation to and consideration by the City; and

WHEREAS, in accommodating the Company’s request, the City has incurred and will incur expenses and has and will retain outside counsel and consultants; and

WHEREAS, the Company is willing to defray the costs already and to be incurred by the City in accommodating the Company’s request.

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

SECTION 1. That the Mayor of the City is authorized and directed to enter into on behalf of the City the Funding Agreement, herein attached and incorporated to this Ordinance as **Exhibit A**.

SECTION 2. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

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

READ FOR THE FIRST TIME: March 14, 2017

READ FOR THE SECOND TIME AND PASSED: March 14, 2017

Mayor Jeff Davis

Approved this _____ day of _____, 2017.

Mayor Jeff Davis

Approved as to form

City Attorney

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, Missouri and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2017, and thereafter adopted as Ordinance No. _____ of the City of Belton, Missouri, at a meeting of the City Council held on the _____ day of _____, 2017, after the second reading thereof by the following vote, to-wit:

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

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

EXHIBIT A
ORDINANCE NO. 2017-_____

Funding Agreement

FUNDING AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2017, by and between SALINA HOTEL CORPORATION a Kansas corporation (the "Company"), and the CITY OF BELTON, MISSOURI, a constitutional charter city of the State of Missouri (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the Company has requested that the City consider a proposal for development of a 90-room hotel and conference center and retail/restaurant space and prepare a redevelopment plan (the "Plan") and redevelopment agreement for the implementation of such Application ("Redevelopment Agreement"; the Application and Redevelopment Agreement sometimes referred to hereinafter as the "Plan") for presentation to and consideration by the City; and

WHEREAS, in accommodating the Company's request, the City has incurred and will incur expenses and has and will retain outside counsel and consultants; and

WHEREAS, the Company is willing to defray the costs already and to be incurred by the City in accommodating the Company's request; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter expressed, the parties mutually agree as follows:

A. Scope of Services

1. Company to Provide Funding. The Company shall provide funding as hereinafter set forth to cover the City's costs in responding to the Company's request to prepare the Plan. Included in such costs shall be expenses related to these matters incurred by the City prior to the execution of this Agreement.

2. Services to be Performed by the City. The City shall proceed to prepare the Plan, with funds provided by the Company. In furtherance of such purpose, the City may expend the funds deposited by Company to reimburse it for costs and expenses already incurred, and to pay for costs and expenses to be incurred, related to the preparation of the Amendments.

B. Method of Funding

The City shall utilize its own accounting and fiscal systems for receipts and disbursements pursuant to this Agreement in accordance with the following:

1. Contemporaneously with the execution of this Agreement, Company shall pay City, and the City hereby acknowledges receipt of funds in the amount of Twenty Thousand and NO/100 Dollars (\$20,000.00). Such funds shall be allocated as follows:

(a) Two Thousand Five Hundred and NO/100 Dollars (\$2,500.00) shall be disbursed in any manner deemed appropriate by the City (the "Application Fee"). The Application Fee shall be nonrefundable and non-reimbursable to the Company.

(b) Seventeen Thousand Five Hundred and NO/100 Dollars (\$17,500.00) (the "Funding Amount") shall be disbursed by the City for the payment of, or the reimbursement to the City for payments made for, costs of services incurred by the City or any third party acting on the City's behalf or engaged by the City in connection with the performance of its obligations under this Agreement as described in Sections A1 and A2 hereinabove. Upon written demand by Company, the City shall provide Company with copies of all paid invoices or similar evidence of payment from monies provided by Company.

2. In the event City exhausts the Funding Amount, the Company shall, within fifteen (15) days of receipt of notice from the City, make available such additional funds as determined by the City, in its sole discretion, are necessary to pay the City for costs and expenses the City anticipates incurring or has incurred in performing or in order to perform its obligations under this Agreement. Any such additional funds deposited with the City shall be deemed a part of and included in the Funding Amount.

3. In the event the City fails to pass one or more ordinances approving the Plan, once all expenses incurred by the City in connection with its obligations due under this Agreement have been paid from the Funding Amount, any undisbursed portion of the Funding Amount shall be refundable to Company. In the event one or more ordinances approving the Plan are passed, the City shall retain such undisbursed portion to defray the ongoing administrative expenses incurred by the City pursuant to the parties' Redevelopment Agreement.

C. Termination of This Agreement

1. The City may suspend its activities in furtherance of the Plan upon ten (10) days' notice to the Company in the event Company fails to make any payments when due under this Agreement, and the Company fails to cure such non-payment within the above ten (10) day notice period. If the Company fails to correct such non-payment, then Company shall be deemed in default, and the City may terminate this Agreement.

2. The Company may terminate this Agreement in the event it determines not to proceed further to complete the processing of the Plan upon ten (10) days' notice to the City thereof.

3. If either party terminates this Agreement as described hereinabove, the City shall calculate the amount necessary to reimburse the City for its expenses actually incurred in furtherance of its obligations under this Agreement, including any expenses incurred by the City necessary to affect or formalize the termination (the "Expenses Amount"). The City shall then return to the Company the amount equal to the Funding Amount less the Expenses Amount. The City shall retain the Application Fee. In the event the Funding Amount is insufficient to cover the Expenses Amount, the Company shall pay such uncovered amount within thirty (30) days of termination.

D. Notice

Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if it is in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:

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

With a copy to:

Aaron G. March, Esq.
White Goss, a Professional Corporation
4510 Belleview, Suite 300
Kansas City, MO 64111

To Company:

Shamir Bhakta
Salina Hotel Corporation
904 Congressional Drive
Lawrence, KS 66049

With a copy to:

Charles G. Renner
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

SECTION VIII

A

R2017-04

A RESOLUTION APPROVING TASK AGREEMENT NO. 2017-001 WITH JCI INDUSTRIES, INC. UNDER THE ON-CALL PUMP REPAIR AND SERVICE AGREEMENT PER ORDINANCE 2016-4277 TO REPLACE TWO EXISTING WASTEWATER PUMPS AND PIPING AT THE KENTUCKY VIEW LIFT STATION IN THE AMOUNT OF \$33,660.

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

WHEREAS, on November 8, 2016 under Ordinance No. 2016-4277, the City Council approved an On-Call Pump Repair and Service Agreement with 1) Cogent, Inc. (Lee Mathews/Fluid Equipment); 2) JCI Industries, Inc.; and 3) FTC Equipment, LLC; and

WHEREAS, the Kentucky View Lift Station, located at 8412 E. 161st Street, is becoming unreliable and subject to more mechanical failures. The City of Belton Water Services Division identified this location for replacement after a 20-year life span. This station is currently on its 22nd year in operation and is in need of replacement to keep a high level of service for our customers. The scope of work includes the replacement of two existing wastewater pumps, necessary suction piping, parts, and labor; and

WHEREAS, the funds for this project were budgeted in the FY2017 waste water budget; and

WHEREAS, bids were requested and submitted from the three approved contractors per the aforementioned On-Call Pump Repair and Service Agreement. JCI Industries, Inc. provided the lowest bid for the project at \$33,660.

WHEREAS, Task Agreement No. 2017-001 with JCI Industries, Inc. in the amount of \$33,660 is necessary to replace the two existing wastewater pumps and necessary suction piping at the Kentucky View Lift Station.

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

SECTION 1. That Task Agreement No. 2017-001 with JCI Industries, Inc. for Kentucky View Lift Station Pump Replacement, herein attached and incorporated to this Resolution as **Exhibit A**, is approved.

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

Duly read and passed this 14th day of March, 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, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 14th day of March, 2017, and adopted at a regular meeting of the City Council held the 14th day of March, 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: March 14, 2017

DIVISION: Public Works/Water Services

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

The Kentucky View Lift Station, located at 8412 E 161st Street, is becoming unreliable and subject to more mechanical failures. The Water Services Division identified this location for replacement after a 20-year life span. This station is currently in its 22nd year of operation and is in need of replacement to keep a high level of service for our customers. The scope of work includes the replacement of two existing wastewater pumps, necessary suction piping, parts and labor. Funds for this replacement were budgeted in the FY2017 waste water budget.

Bids were requested and submitted from the three contractors the City has an On-Call Pump Repair and Service Agreement with per Ordinance No. 2016-4277 (Cogent, Inc. (Lee Mathews/Fluid Equipment); JCI Industries, Inc., and FTC Equipment, LLC). JCI Industries, Inc. provided the lowest bid for the project.

PROPOSED CITY COUNCIL MOTION:

Approve a resolution approving Task Agreement 2017-001 with JCI Industries, Inc. under the On-Call Pump Repair and Service Agreement per Ordinance 2016-4277 to replace two existing wastewater pumps and piping at the Kentucky View Lift Station in the amount of \$33,660.

BACKGROUND:

During the past several years, this lift station has become unreliable and subject to more mechanical failures. To keep a high level of service for our customers, the station components need replaced. This replacement was budgeted for the FY2017 waste water budget.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	JCI Industries, Inc.	
Amount of Request/Contract:	\$	\$ 33, 660.00
Amount Budgeted:	\$	\$ 35, 000.00
Funding Source:	660-0000-495-7400 Project ID = WW 1703	
Additional Funds:	\$	
Funding Source:		
Encumbered:	\$	
Funds Remaining:	\$	

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving Task Agreement 2017-001 with JCI Industries, Inc. under the On-Call Pump Repair and Service Agreement per Ordinance 2016-4277 to replace two existing wastewater pumps and piping at the Kentucky View Lift Station in the amount of \$33,660.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Task Agreement 2017-001 with JCI Industries, Inc.

Cogent, Inc. (Lee Mathews/Fluid Equipment) Quote

FTC Equipment, LLC Quote

JCI Industries Quote



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

Contract: On-Call Pump Maintenance

Ordinance or Resolution: N/A	Task Agreement No: 2017-001	Funding Amount: \$ 33, 660.00 Project ID = WW1703 Acct# 660-0000-495-7400 Purchase Order No :n/a
------------------------------	------------------------------------	---

Project Title: Kentucky View Lift Station Pump Replacement

Contractor/Consultant (Including subs): JCI Industries, Inc.	Division and Staff Project Manager: Water Services – Don Tyler, Water Services Manager or Joe Don Harrell, Water Services Utility Supervisor
---	--

Project Management Manual reviewed:	Attachments (Gantt Chart, etc.):
-------------------------------------	----------------------------------

PROJECT Scope (can be in the form of an attachment):
Please see attached quote for details.
Replacement of 2 Smith and Loveless waste water pumps at the Kentucky View Lift Station.

Staff Signatures		Partner Signatures	
Director of Public Works: Michael Dol	City Manager: Ron Trivitt or Alexa Barton	Project Manager JCI Industries, Inc.	Company Principal (if different):
Signature: _____ Date: _____	Signature: _____ Date: _____	Signature: <i>[Handwritten Signature]</i> Date: <i>2-27-17</i>	Signature: <i>[Handwritten Signature]</i> Date: <i>2-27-17</i>

Project Type:	Design	Construction	Property Acquisition	Conceptual/Problem Solving	Surveying
Project Discipline(s):	Transportation	Planning	Water	Wastewater <input checked="" type="checkbox"/>	Stormwater

Report(s) Received: _____
Work on File: _____

This Task Agreement is subject to all the provisions included in the Agreement, On-Call Pump Maintenance Contract, dated 1/18/17.

Attach scope of work, budget, and other supporting material



Service Center Estimate

Fluid Equipment	Estimate No:	1317467
Kansas City Service Center	Date:	01/20/17

381 | FLUID EQUIPMENT | LEE MATHEWS | VANCO | VANDEVANTER ENGINEERING | WATER TECHNOLOGY GROUP

Company: City of Belton, MO
 Attention: JoeDon
 Estimate to Repair: S&L Lift Station Retrofit

Scope of Work:

Estimate is for the removal of existing pumps, motors, and suction piping for the City of Belton. Then installation of replacement Smith & Loveless pumps, motors, and suction piping. Service will require a boom truck, pumps, motors, suction piping and fittings, and labor to install replacement units. During service the station will need to have the incoming flow isolated and/or bypassed. This service is not included with this estimate and will be determined by the City of Belton. Estimate based on existing components not included in this scope being reusable such as existing controls, station lid, etc. Also included below is an option to replace existing discharge piping. This includes piping from the pumps to the 90° elbow in the well. Anything found outside of this service not included in the scope above will be considered extra and require a separate estimate at that time.

S&L Lift Station Retrofit	\$50,128.80
-Two complete pumps 4B2D*1 with 10HP, 1800 RPM ODP Motors	
-Suction Piping	
-Labor for Removal & Install	

** Adder Discharge Piping Removal & Install** \$13,314.74

Delivery, Shipping, and Payment Terms			
Proposed Delivery Date *	TBD	Payment Terms	Net 30 Upon approval
Shipping Method	TBD	Freight Charges:	Prepaid and Added to your invoice
F.O.B: **	Factory	Quotation Valid:	30 Days
*Availability is subject to prior sale, Expediting can be quoted upon request			
** If this shipment is required to be insured, you must state that at time of order, otherwise we do not insure shipments.			

We appreciate the opportunity to offer this service for you, please feel free to call our office at anytime.

Prepared By: | (Ron Dickerson) | 816-460-1628 | rdickerson@cogentcompanies.com |
 CC: John Clary

FTC Equipment, LLC

5238 Winner Road
Kansas City, MO 64127

Phone: 816-833-7200
Fax: 816-833-1074

Quote

Date	Estimate #
2/7/2017	9130

Name/Address
City of Belton Attn: Accounts Payable 506 Main Street Belton, MO 64012

Ship To
City of Belton 506 Main Street Belton, MO 64012

Terms	Rep	FOB	FTC Job #
Net 30	House	Factory	

Qty	U/M	Item	Description	Rate	TOTAL
			Revision 2 Facility: Kentucky View Pump Station Location: S&L Non-Clog Pumps Scope of Work: Field service call to replace both S&L pumps with new and replace both suction pipes with schedule 80 PVC 4" piping. Note: Quote is for Smith & Loveless Pumps		
2	EA	SLN0432	S&L Model 4B2D Non-Clog Pump w/10 HP, 1800 RPM Motor Includes: Fronthead, Volute, Impeller, Backhead with Mechanical Seal, and Motor	15,672.00	31,344.00
8	HR	Labor-MO-JR2	Field Service Job to Include: Field Service Labor	130.00	1,040.00
8	HR	Labor-MO-TA	Field Service Labor	130.00	1,040.00
40	FT	4-PVC-SCH80-PIPE	4" PVC SCH80 PE Pipe	8.35	334.00
2	EA	0669854040	4" Van Stone PVC80 SOC Flange	28.50	57.00
2	EA	04BLTPK	4" Bolt Pack (Includes Gaskets)	33.00	66.00
1		MLS	Materials, Lubes, Solvents & Supplies	50.00	50.00
1		Truck	Service Truck Charge	150.00	150.00
			Note: Field labor quoted at prevailing wage rates per the Belton Pump Service Contract.		

We appreciate the opportunity to be of service to you!	Subtotal	\$34,081.00
	Sales Tax (8.35%)	\$0.00
	TOTAL	\$34,081.00

TERMS AND CONDITIONS: Terms are net 30 days. Accounts not paid within terms are subject to a 1.5% service charge per month. Prices quoted are valid for 30 days from the date of this quote. Prices do not include any applicable taxes or freight charges. Freight is FOB factory. A convenience fee of 4% will be added to all credit card transactions.



JCI Industries, Inc.
 1161 SE Hamblen Rd.
 Lee's Summit, MO 64081
 Tel: 816-525-3320

www.jciind.com

Tuesday, February 14, 2017

City of Belton
 506 Main Street
 Belton, MO 64012

Phone: 816-331-7789
 Fax: 816-322-4620

Attention: Joe Don Harel

Subject: Replacement Smith & Loveless Pumps

Quotation #: 0623450129C_P_1
 Please refer to this number when ordering

Item	Description	Qty	Unit Price
1.00	Replacement Smith & Loveless Pumps Includes (2) Smith & Loveless 4B2D pumps <ul style="list-style-type: none"> • 10HP, 1800 RPM, 3/60/230V ODP motor • 8-3/4" impeller trim • For 160 GPM @ 81' TDH • (1) unit CW, (1) unit CCW JCI Field Service on-site to remove existing pumps and install new, including <ul style="list-style-type: none"> • Suction pipe for both pumps (4" Schedule 80 pipe) • Necessary bolts, gaskets, and wire nuts • Truck charge 	1	\$33,660.00

Courtney Peace

Courtney Peace
 Application Engineer
 JCI Industries, Inc.

Mark Swendrowski

Mark Swendrowski
 Sales Engineer
 JCI Industries, Inc.
 816-803-9607

Terms & Conditions	
Factory Lead Time 11 Weeks After Receiving Order	Payment Terms Net 30
Shipping Method Best Way	Shipping Terms Prepaid and Added to Invoice



JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320

www.jciind.com

STANDARD TERMS OF SALE

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
 2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.
 3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation.
 4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
 5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
 6. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
 7. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
 8. **Force Majeure.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
 9. **Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
 10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
 11. **Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.
 12. **Credit Approval:** If at any time information available on Purchaser's financial condition or credit history, in JCI's judgment, does not justify the terms of payment specified herein, JCI may require full or partial payment in advance, or an acceptable form of payment guarantee such as a bank letter of credit, or other modifications to terms of payment.
- Backcharges: JCI shall not be liable for any charges incurred by Purchaser for work, repairs, replacements or alterations to the Products, without JCI's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.

SECTION VIII

B

R2017-05

A RESOLUTION APPROVING ACTIONS OF THE ACTING CITY MANAGER TO ENGAGE PRECISION CONSTRUCTION & CONTRACTING, LLC FOR EMERGENCY REPLACEMENT OF STORM SEWER PIPE AT 7809 EAST 170TH STREET, BELTON, MISSOURI AND RATIFYING TASK AGREEMENT NO. 2017-1 IN THE AMOUNT OF \$21,159.87.

WHEREAS, the City Council for the City of Belton, Missouri, pursuant to the advice and recommendation of the City Manager, deems it necessary, desirable, advisable and in the public interest to maintain sanitary sewer infrastructure to meet near and long term needs; and

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

WHEREAS, on January 24, 2017, under Ordinance No. 2017-4307, the City Council approved Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Precision Construction & Contracting, LLC; and

WHEREAS, in late December 2016, a storm sewer pipe collapse caused the formation of a sink hole at 7809 East 170th Street wherein the Acting City Manager, in conference with the Director of Public Works, determined that emergency repairs were necessary and authorized immediate commencement of the construction work to resolve a dangerous public infrastructure and safety issue; and

WHEREAS, the City Council believes that Task Agreement No. 2017-1 with Precision Construction & Contracting, LLC accurately reflects the work performed to replace a storm sewer pipe and fill in the sink hole at 7809 East 170th Street, Belton, Missouri on an emergency basis in the amount of \$21,159.87.

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

SECTION 1. That the action of the Acting City Manager to engage Precision Construction & Contracting, LLC on an emergency basis, is hereby authorized and ratified.

SECTION 2. That Task Agreement No. 2017-1, herein attached and incorporated to this Resolution, in the amount of \$21,159.87 is hereby authorized and ratified.

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

Duly read and passed this 14th day of March, 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, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 14th day of March, 2017 and adopted at a regular meeting of the City Council held the 14th day of March, 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: March 14, 2017

DIVISION: Transportation

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

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

ISSUE/RECOMMENDATION:

In late December 2016, the City was made aware of a sink hole at 7809 East 170th Street that was determined to be caused by a deteriorated City-owned 18” corrugated metal storm sewer pipe collapse. The Acting City Manager, in conference with the Director of Public Works, determined that emergency repairs were necessary and authorized immediate commencement of the construction work to resolve a dangerous public infrastructure and safety issue. Precision Construction & Contracting, LLC and Pyramid Excavation and Construction, Inc. were contacted and provided bids. Precision Construction & Contracting, LLC provided the lowest bid. The replacement of the deteriorated storm sewer was completed as an emergency repair in February 2017. The Task Agreement for emergency work is now before the Council to be authorized and ratified.

PROPOSED CITY COUNCIL MOTION:

Approve a resolution approving actions of the Acting City Manager to engage Precision Construction & Contracting, LLC for emergency replacement of storm sewer pipe at 7809 East 170th Street, Belton, Missouri and ratifying Task Agreement No. 2017-1 in the amount of \$21,159.87.

BACKGROUND:

In late December, 2016, the City was made aware of a sink hole at 7809 E. 170th Street. In early January, 2017, a camera was put through the line and it was determined that the cause was a City-owned 18” corrugated metal storm sewer pipe collapse. Shortly thereafter, the City erected fencing around the opening.

After meeting with the homeowner, it was determined that the size of the opening was a safety concern to the homeowner, so staff recommended that the repair be treated as an emergency to expedite the repairs. The Acting City Manager, in conference with the Director of Public Works, determined the emergency repairs were necessary and authorized immediate commencement of the construction work to resolve a dangerous public infrastructure and safety issue.

The City was currently in the midst of approving a Supplemental Agreement to the current Service Agreement for On-Call Water, Wastewater, and Stormwater Services (which was delayed due to inadequate number of bids originally received) to our three current contractors. Staff recommended emergency approval (two reads) of these Supplemental Agreements on January 24, 2017. These two contractors submitted bids for the repair (Wiedenmann, Inc. did not submit a bid for the work due to pending approval of their Supplemental Agreement No. 1). Precision Construction & Contracting provided the best bid in early February 2017 and was approved to complete the work.

Supplies and materials were ordered and construction began on Friday, February 24, 2017 and the project was completed on Friday, March 3, 2017. Unfortunately due to the cancellation of the February 14, 2017 City Council Regular Session and an administrative oversight, the Task Agreement was not submitted for the February 21, 2017 City Council Special Meeting.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Precision Construction & Contracting, LLC	
Amount of Request/Contract:	\$	21,159.87
Amount Budgeted:	\$	0.00
Funding Source:	225-0000-495-7300	
Additional Funds:	\$	0.00
Funding Source:	N/A	
Encumbered:	\$	N/A
Funds Remaining:	\$	N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving actions of the Acting City Manager to engage Precision Construction & Contracting, LLC for emergency replacement of storm sewer pipe at 7809 East 170th Street, Belton, Missouri and ratifying Task Agreement No. 2017-1 in the amount of \$21,159.87.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Task Agreement #2017-1 with Precision Construction & Contracting, LLC
- Quote for Storm Sewer Repair – Precision Construction & Contracting, LLC
- Quote for Storm Sewer Repair – Pyramid Excavation & Construction, Inc.
- Exhibit



PUBLIC WORKS
City of Belton – Public Works
Task Agreement

Contract:

Ordinance or Resolution:	Task Agreement No: 2017-1	Funding Amount: \$21,159.87 Date of Schedule of Hourly Rates and Expenses: Purchase Order No: 2017-1
--------------------------	---------------------------	---

Project Title: Storm Sewer Pipe Replacement at 7809 E. 170th Street, Belton, Missouri **PCC#17045**

Contractor/Consultant (including subs): Precision Construction & Contracting, LLC	Division and Staff Project Manager: Transportation/Trever Leikam, Transportation Superintendent
---	---

Project Management Manual reviewed:	Attachments (Gantt Chart, etc.):
-------------------------------------	----------------------------------

PROJECT Scope (can be in the form of an attachment): See attached

Staff Signatures		Partner Signatures	
Director of Public Works: Michael K. Doi	City Manager/Assistant City Manager: Ron Trivitt/Alexa Barton	Project Manager: Ethan Stanfill, PCC GM	Company Principal (If different):
Signature:	Signature: _____	Signature:	Signature: _____
Date: 3/6/2017	Date: _____	Date: 3/11/2017	Date: _____

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

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the _____ day of _____, 20____.

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



CITY OF BELTON-ANNEX
Transportation Division
520 Main Street
Belton, MO 64012
816-331-9455
Fax: 816-322-1657

January 26, 2017

Storm Sewer Pipe Replacement at 7809 E. 170th Street

All,

The City of Belton Transportation Division requests a quote from your firm under the Water, Wastewater and Storm Service Contract. All provisions of this contract shall be adhered to when preparing your quote. Details and specifications from the City of Belton Design and Construction manual shall be followed. This can be found at www.belton.org.

Scope of Work

Option 1

Remove approximately 150' of 18" CMP and install 18" HDPE between C.B.#6 to the existing rip rap. See attached map for further details.

All quotes shall include:

- Insurance as outlined in the service contract
- ~~2 yr performance, payment and maintenance bond~~
- Mobilization
- Traffic Control
- Contractor responsible for all locates
- Contractor shall coordinate with all utilities to protect existing facilities
- Remove and haul off existing 18" CMP.
- Install approximately 150' of 18" HDPE. Pipe will be provided by the Transportation Division. See attached pipe embedment detail.
- Modify existing storm sewer boxes as necessary to install the HDPE, Contractor responsible for repairing or replacing existing inverts, if necessary.
- Contractor shall supply all rock needed for project.
- Contractor shall finish grade entire disturbed area to preexisting contours and grades.
- Contractor shall haul off all excess spoil from site.
- Contractor responsible for installing erosion control as directed by City staff
- City shall seed and straw
- Close out documentation
 - Prevailing wage affidavit

- o Lien Waivers – subs and suppliers

Cost for Option 1

Ethan J. Stanfill
\$ 21,159.87

Option 2

~~Remove approximately 150' of 18" CMP and install 18" RCP between C.D.#6 to the existing rip rap. See attached map for further details.~~

~~All quotes shall include:~~

- ~~• Insurance as outlined in the service contract~~
- ~~• 2-yr performance, payment and maintenance bond~~
- ~~• Mobilization~~
- ~~• Traffic Control~~
- ~~• Contractor responsible for all locates~~
- ~~• Contractor shall coordinate with all utilities to protect existing facilities~~
- ~~• Remove and haul off existing 18" CMP.~~
- ~~• Install approximately 150' of 18" CMP. Pipe will be provided by the Transportation Division. See attached pipe embedment detail.~~
- ~~• Modify existing storm sewer boxes as necessary to install the RCP. Contractor responsible for repairing or replacing existing inverts, if necessary~~
- ~~• Contractor shall supply all rock needed for project~~
- ~~• Contractor shall finish grade entire disturbed area to preexisting contours and grades.~~
- ~~• Contractor shall haul off all excess spoil from site.~~
- ~~• Contractor responsible for installing erosion control as directed by City staff~~
- ~~• City shall seed and straw~~
- ~~• Close out documentation~~
 - ~~o Prevailing wage affidavit~~
 - ~~o Lien Waivers – subs and suppliers~~

~~Cost for Option 2~~

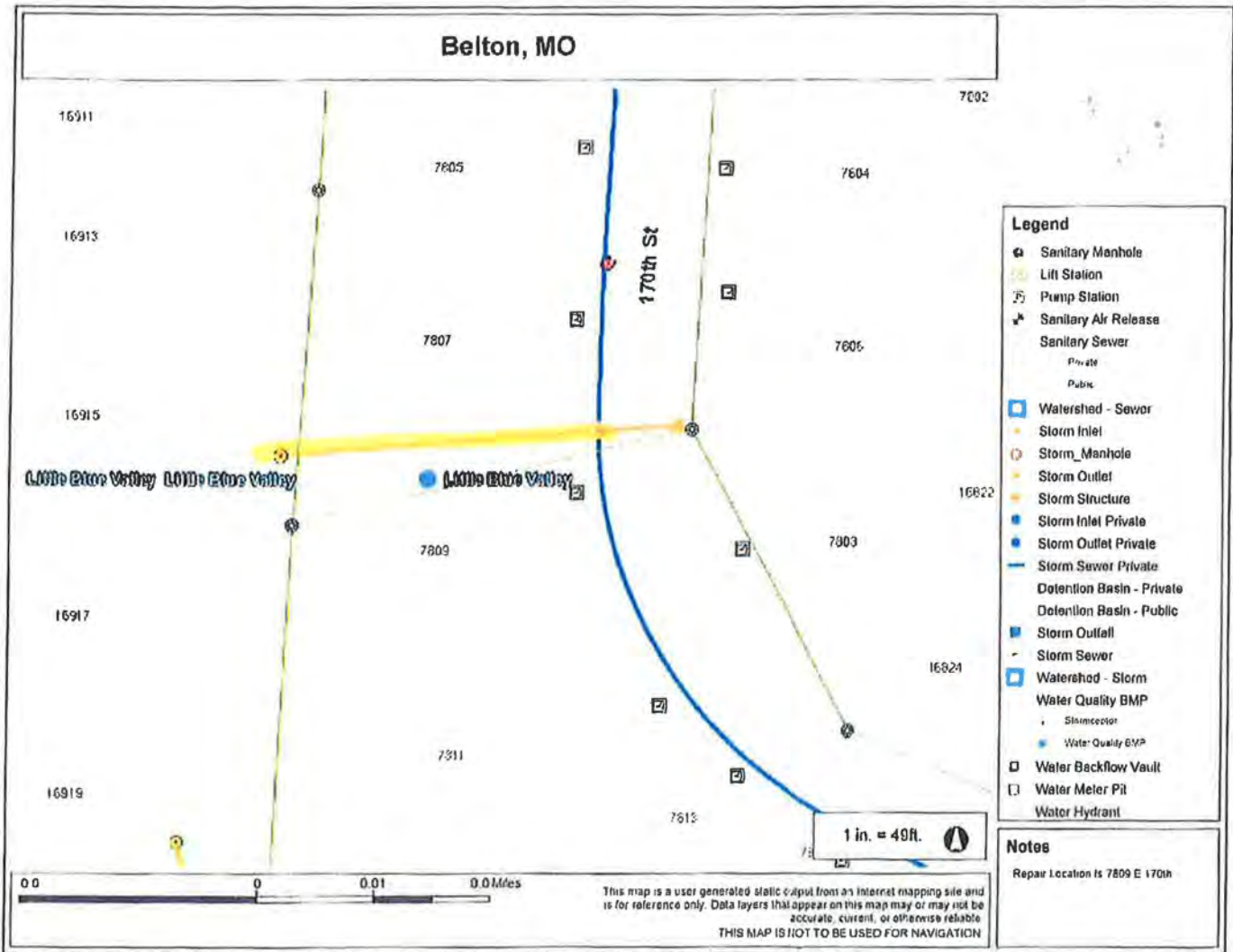
~~\$ 23,653.44~~

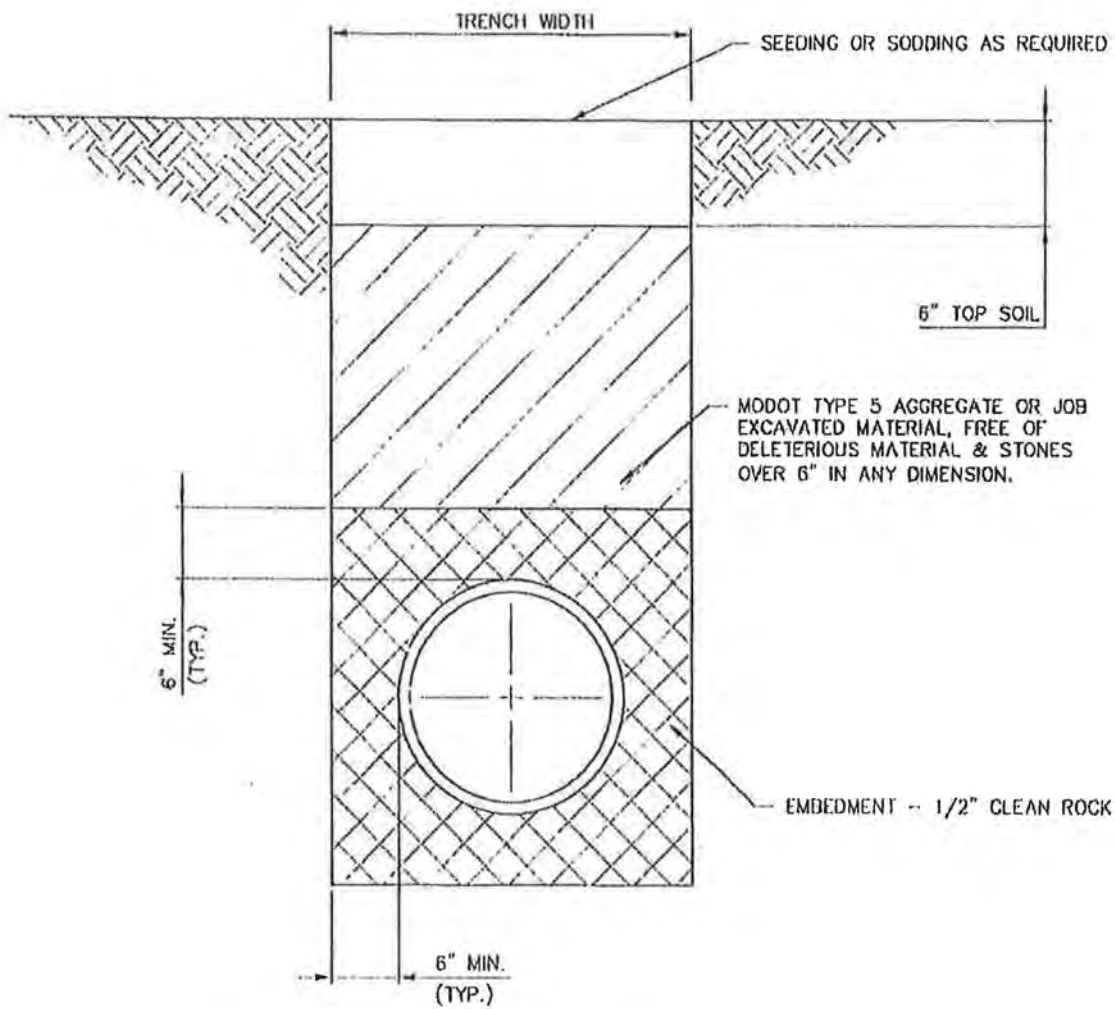
Staff will be available on-site to answer any questions you may have regarding the above work. If this conflicts with your schedule, please let me know.

Any questions regarding the above scope shall be directed to Trevor Leikam at (816) 331-9455. Please provide quote and availability schedule no later than Friday, February 3rd at 10:00am.


Sincerely,

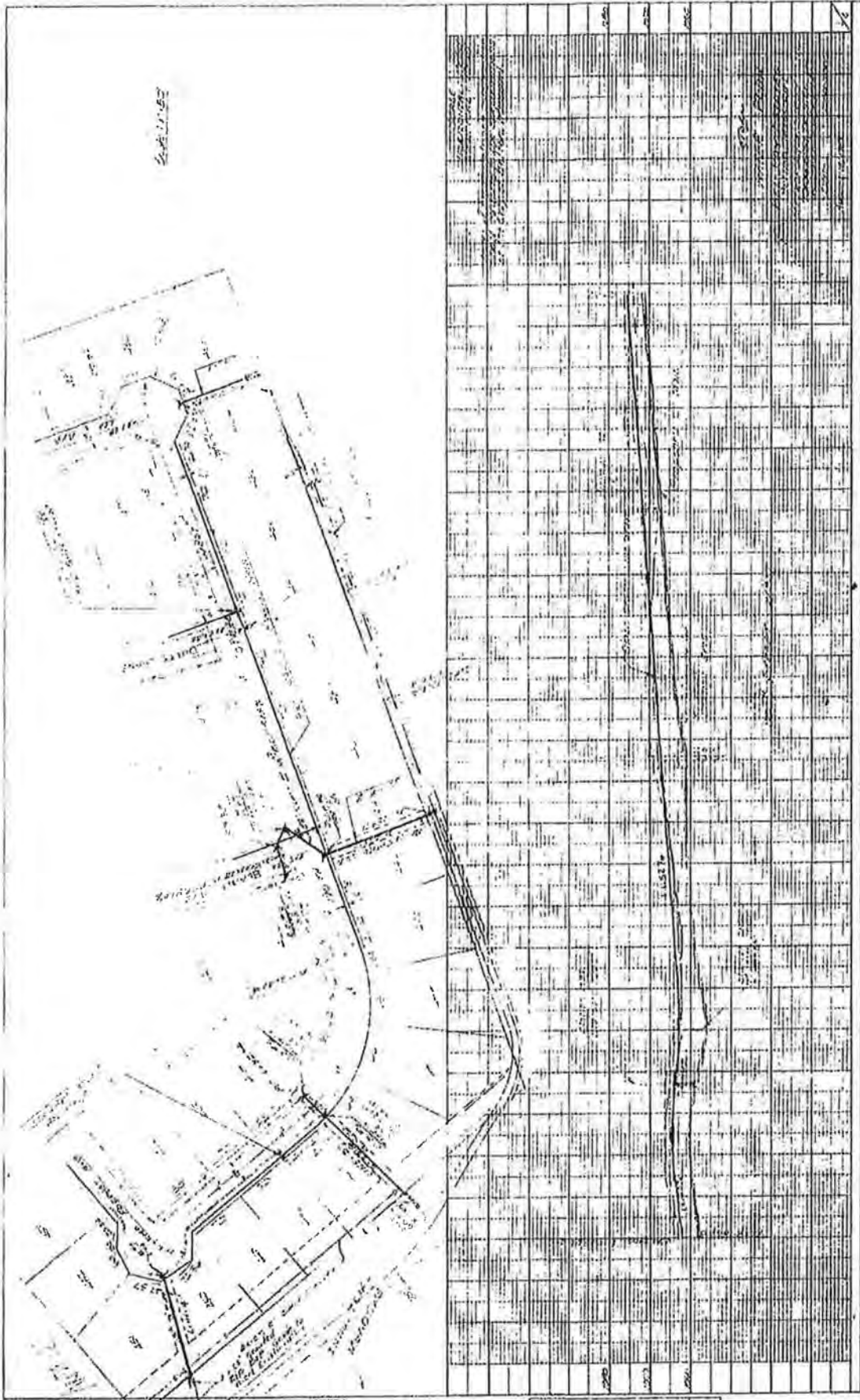
Trevor L Leikam
City of Belton Public Works Department
Transportation Superintendent





PIPE EMBEDMENT - BACKFILL UNDER NON-PAVED AREAS

2015 Details	
 PUBLIC WORKS	City of BELTON Missouri
	TRENCH BACKFILL & EMBEDMENT UNDER NON-PAVED AREAS
SCALE: NO SCALE DETAIL NO: STM-007 DATE: 03-16-16	REV.



25-17-2

PLAN
SCALE
DATE

PROJECT
NO.
DATE



EXCAVATION & CONSTRUCTION, INC.

11102 Hickman Mills Drive • Kansas City, Missouri 64134

Ph. (816)765-4464 • Fax (816)765-4467

PROPOSAL
City of Belton Storm Sewer Repair
7809 E. 170th Street

February 3, 2017

RE: Storm Sewer Repair – 7809 E. 170th Street

Attn: Trever Leikam

Mr. Leikam:

Pyramid Excavation & Construction, Inc. is pleased to quote the Storm Sewer Repairs at 7809 E. 170th Street per the attached scope letter supplied by the City of Belton, dated January 26, 2017. Pyramid proposes to furnish all equipment, materials, and labor necessary to complete the scope of work.

Option 1 – Lump Sum Pricing \$ 22,850.00

Option 2 – Lump Sum Pricing \$ 23,850.00

EXCLUSIONS & CONDITIONS

1. INCLUDED A 2 YEAR PERFORMANCE OR PAYMENT BOND
2. BID WILL BE HONORED FOR 60 CALENDAR DAYS
3. INCLUDES WORK AREA PROTECTION FOR OUR WORK
4. QUALITY ASSURANCE TESTING TO BE PERFORMED BY OTHERS (COMPACTION OF SOILS ETC)
5. NO PERMIT FEES ARE INCLUDED
6. WE HAVE INCLUDED REMOVAL AND REPLACEMENT OF THE 4' CHAIN LINK FENCE IN OUR BID
7. NO CURB & GUTTER, STREET REPAIRS, OR DRIVEWAY REPAIRS ARE INCLUDED

Page 2

Storm Sewer Repair – 7809 E. 170th Street

If you should have any question or additional information is needed, please contact me at your earliest convenience.

Sincerely,

Pyramid Excavation & Construction, Inc.

Robert C. Yunger
President



CITY OF BELTON-ANNEX
Transportation Division
520 Main Street
Belton, MO 64012
816-331-9455
Fax: 816-322-1657

January 26, 2017

Storm Sewer Pipe Replacement at 7809 E. 170th Street

All,

The City of Belton Transportation Division requests a quote from your firm under the Water, Wastewater and Storm Service Contract. All provisions of this contract shall be adhered to when preparing your quote. Details and specifications from the City of Belton Design and Construction manual shall be followed. This can be found at www.belton.org.

Scope of Work

Option 1

Remove approximately 150' of 18" CMP and install 18" HDPE between C.B.#6 to the existing rip rap. See attached map for further details.

All quotes shall include:

- Insurance as outlined in the service contract
- 2 yr performance, payment and maintenance bond
- Mobilization
- Traffic Control
- Contractor responsible for all locates
- Contractor shall coordinate with all utilities to protect existing facilities
- Remove and haul off existing 18" CMP.
- Install approximately 150' of 18" HDPE. Pipe will be provided by the Transportation Division. See attached pipe embedment detail.
- Modify existing storm sewer boxes as necessary to install the HDPE. Contractor responsible for repairing or replacing existing inverts, if necessary.
- Contractor shall supply all rock needed for project.
- Contractor shall finish grade entire disturbed area to preexisting contours and grades.
- Contractor shall haul off all excess spoil from site.
- Contractor responsible for installing erosion control as directed by City staff
- City shall seed and straw
- Close out documentation
 - Prevailing wage affidavit

- o Lien Wavers – subs and suppliers

Cost for Option 1 \$ 22,850.00

Option 2

Remove approximately 150' of 18" CMP and install 18" RCP between C.B.#6 to the existing rip rap. See attached map for further details.

All quotes shall include:

- Insurance as outlined in the service contract
- 2 yr performance, payment and maintenance bond
- Mobilization
- Traffic Control
- Contractor responsible for all locates
- Contractor shall coordinate with all utilities to protect existing facilities
- Remove and haul off existing 18" CMP. **RCP**
- Install approximately 150' of 18" ~~CMP~~ **RCP**. Pipe will be provided by the Transportation Division. See attached pipe embedment detail.
- Modify existing storm sewer boxes as necessary to install the RCP. Contractor responsible for repairing or replacing existing inverts, if necessary.
- Contractor shall supply all rock needed for project.
- Contractor shall finish grade entire disturbed area to preexisting contours and grades.
- Contractor shall haul off all excess spoil from site.
- Contractor responsible for installing erosion control as directed by City staff
- City shall seed and straw
- Close out documentation
 - o Prevailing wage affidavit
 - o Lien Wavers – subs and suppliers

Cost for Option 2 \$ 23,850.00

Staff will be available on-site to answer any questions you may have regarding the above work. If this conflicts with your schedule, please let me know.

Any questions regarding the above scope shall be directed to Trever Leikam at (816) 331-9455. Please provide quote and availability schedule no later than Friday, February 3rd at 10:00am.

Sincerely,

Trever L Leikam
City of Belton Public Works Department
Transportation Superintendent

