



**CITY OF BELTON
CITY COUNCIL
PUBLIC HEARING & REGULAR MEETING
TUESDAY, MAY 9, 2017 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

I. CALL PUBLIC HEARING TO ORDER

- A. A public hearing to receive public input pursuant to the requirements of section 67.1421 of the Revised Statutes of Missouri regarding the establishment of the Y Belton Two Community Improvement District.

II. ADJOURN PUBLIC HEARING

III. CALL REGULAR MEETING TO ORDER

IV. PLEDGE OF ALLEGIANCE – COUNCILMAN NEWELL

V. ROLL CALL

VI. CONSENT AGENDA

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

- A. **Motion approving the minutes of the April 25, 2017, City Council Regular Meeting and the minutes of the May 2, 2017, City Council Special Meeting.**

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VII. PERSONAL APPEARANCES

VIII. ORDINANCES

- A. Motion approving final reading of Bill No. 2017-47:

An ordinance approving and authorizing a web based subscription agreement and amendment to the 2011 License Agreement contract between the City of Belton, Missouri through its municipal court and Tyler Technologies, Inc. to purchase additional court software modules for the current software through Tyler Technologies.

- B. Motion approving final reading of Bill No. 2017-48:

An ordinance authorizing and approving special permit conditions with a limited access easement to City property and waiver of accessory building regulations to maintain an existing storage shed and construct a fence at 412 Bradford Lane, Belton, Missouri partially located on City property and within a designated stream buffer.

- C. Motion approving final reading of Bill No. 2017-49:

An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2018 adopted City budget.

- D. Motion approving final reading of Bill No. 2017-51:
An ordinance approving a special use permit to allow, an electronic message center sign for Owen Lumber, located in a C-2 (general commercial) district, addressed as 617 North Scott Avenue, Belton, Missouri.

- E. Motion approving first reading of Bill No. 2017-52:
An ordinance approving an amendment to the City's zoning map for a 1.49-acre tract of land located at 512 Bong Avenue, Belton, Cass County, Missouri from C-2 (general commercial) to PR (parks, recreation, and public use) district.

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- F. Motion approving first reading of Bill No. 2017-53:
An ordinance authorizing and approving a first amendment to the lease agreement between the Belton Community Projects, Inc. and the City of Belton, Missouri to provide opportunities to sublease the old city hall to both for-profit and not-for-profit entities for public purposes.

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- G. Motion approving first reading of Bill No. 2017-54:
An ordinance authorizing the City of Belton, Missouri through its fire department to purchase an annual software license agreement platform with Target Solutions Learning, LLC for online training and tracking of all departmental training of the fire department.

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- H. Motion approving first reading of Bill No. 2017-55:
An ordinance authorizing and approving the City of Belton, Missouri through its fire department to enter into an agreement for new apparatus garage bay doors for fire station #1 with Mr Door, Inc., Belton, Missouri.

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- I. Motion approving first reading of Bill No. 2017-56:
An ordinance authorizing and directing the Mayor to execute the Seventh Amendment to the Redevelopment Agreement between the City of Belton, Missouri and Group Belton, LLC for implementation of the Y Highway Market Place Tax Increment Financing Redevelopment Plan, as amended.

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- J. Motion approving first reading of Bill No. 2017-57:
An ordinance approving the petition for and establishing the Y Belton Two Community Improvement District.

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- K. Motion approving first reading of Bill No. 2017-58:
An ordinance approving a cooperative agreement by and among the City of Belton, Missouri, Y Belton Two Community Improvement District, and Y Belton, LLC.

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- L. Motion approving both readings of Bill No. 2017-59:
An ordinance approving a professional services agreement with Krista Klaus Consulting, LLC for public information and communications consulting for Economic Development and City communications.

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- M. Motion approving both readings of Bill No. 2017-60:
An ordinance approving an employment agreement with Alexa Michelle Barton to serve as the City Manager of the City of Belton, Missouri.

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IX. RESOLUTIONS

- A. Motion approving Resolution R2017-15:
A resolution approving Task Agreement No. 2017-4 with JCI Industries, Inc., under the on-call pump repair and service agreement per Ordinance 2016-4277 to install replacement gear box for aerator #6 in the amount of \$26,447.

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- B. Motion approving Resolution R2017-16:
A resolution adopting a five-year capital improvement program for fiscal years 2018 through 2022.

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X. CITY COUNCIL LIAISON REPORTS

XI. MAYOR'S COMMUNICATIONS

XII. CITY MANAGER'S REPORT

XIII. MOTIONS

XIV. OTHER BUSINESS

Proclamation for Municipal Clerks Week – May 7-13, 2017
Proclamation for National Police Week – May 14-20, 2017
Proclamation for National Public Works Week – May 21-27, 2017

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

XVI. ADJOURN

SECTION VI

A

**MINUTES OF THE
BELTON CITY COUNCIL
REGULAR MEETING
APRIL 25, 2017
CITY HALL ANNEX, 520 MAIN STREET
BELTON, MISSOURI**

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

Councilman Fletcher led the Pledge of Allegiance to the Flag.

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

CONSENT AGENDA:

Councilman Lathrop moved to approve the consent agenda consisting of a **motion approving the minutes of the April 11, 2017, City Council Regular Meeting; a motion approving the March 2017 Municipal Police Judge's Report; a motion approving Resolution R2017-10: A resolution approving the sale of surplus City personal property / city inventory by Affiliated Auctioneers, LLC through the City's participation in the public auction services program partnership with Mid-America Regional Council/Kansas City Regional Purchasing Cooperative; a motion approving Resolution R2017-11: A resolution authorizing the City Council of Belton, Missouri to reappoint Robert Henderson and appoint Todd Christy and Holly Girgin as Directors of the Industrial Development Authority of the City of Belton, Missouri; a motion approving Resolution R2017-12: A resolution authorizing the City Council of Belton, Missouri to reappoint Chet Trutzel and Ed Maurer to the Tax Increment Financing Commission; and a motion approving Resolution R2017-13: A resolution reappointing Michael Clemens and appointing Alexa Barton to the Board of Directors of the Y Highway Market Place Community Improvement District.** Councilman Savage seconded. All present voted in favor. Councilmen Finn and Peck absent. Consent agenda approved.

ORDINANCES:

Patti Ledford, City Clerk gave the final reading of Bill No. 2017-44: **An ordinance authorizing and approving a renewal of the food service agreement between the City of Belton, Missouri and Belton Regional Medical Center, for food services to Belton jail prisoners.** Presented by Councilman Trutzel, seconded by Councilman Savage. Councilman Fletcher had some questions for Police Chief James Person as to why they didn't have to get three bids. Chief Person explained this is not a new agreement but a renewal of an existing agreement. There are certain elements in the contract that would be specific to the hospital as far as the dietician, dietary conditions requirements, and the requirements they fulfill as far as the state and county testing as well as they have a dietitian on staff and the close proximity to the hospital. They are also open 365 days a year. We also purchase cereal and milk through them and they do almost all through their cost. It cost about \$12.00-\$15.00 a day to feed patients at the hospital and they sell it to us for \$5.50 per hot meal and we purchase cereal and milk from them at cost. The Council was polled and the following vote recorded; **Ayēs: 7, Mayor Davis, Councilmen Savage, Newell,**

Fletcher, Lathrop, Trutzel and VanWinkle; Noes: None; Absent: 2, Councilmen Finn and Peek. Bill No. 2017-44 was declared passed and in full force and effect as Ordinance No 2017- 4343, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-45: **An ordinance authorizing and approving a real estate contract to sell six plus acres at Markey Road Executive Business Park North owned by the City of Belton, Missouri to Jans, LLC by and through Stanley J. Kuecker, its managing member.** Presented by Councilman Lathrop, seconded by Councilman Trutzel. The Council was polled and the following vote recorded: Ayes: 7, Councilmen Newell, Trutzel, Mayor Davis, Councilmen Lathrop, Fletcher, VanWinkle, and Savage; Noes: None; Absent: 2, Councilmen Finn and Peek. Bill No. 2017-45 was declared passed and in full force and effect as Ordinance No. 2017-4344, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-46: **An ordinance of the City of Belton, Missouri authorizing and approving a services contract award to 2A Marketing, LLC for website development for the Economic Development website in the not-to-exceed amount of \$6,000.00 with \$300 per month for hosting, updates, and maintenance fee.** Presented by Councilman Savage, seconded by Councilman Trutzel. The Council was polled and the following vote recorded; Ayes: 7, Councilmen Newell, Trutzel, Savage, Lathrop, Mayor Davis, Councilmen Fletcher, and VanWinkle; Noes: None; Absent: 2, Councilmen Finn and Peek. Bill No. 2017-46 was declared passed and in full force and effect as Ordinance No. 2017-4345, subject to Mayoral veto.

Ms. Ledford read Bill No. 2017-47: **An ordinance approving and authorizing a web based subscription agreement and amendment to the 2011 License Agreement contract between the City of Belton, Missouri through its municipal court and Tyler Technologies, Inc. to purchase additional court software modules for the current software through Tyler Technologies.** Presented by Councilman Lathrop, seconded by Councilman Trutzel. Councilman Lathrop questioned the charge of \$3,500.00. Sheila Ernzen, Finance Director, said that charge is for hosting the court. Mayor Davis asked if this is necessary because of the new Senate Bill that mandates certain criteria through the court. Ms. Ernzen said it is because of that and has affected all of the courts in the state of Missouri. He asked if she as a dollar amount it has cost the city since its inception of the Senate bill. Ms. Ernzen said she does not have a dollar amount but the cost has been significant to the City. Councilman Savage asked if this is a sole source provider. Ms. Ernzen said yes because it is Incode which is the court software. Councilman Lathrop asked if this is a renewal of the contract because the one we have expires in 2019. Ms. Ernzen said yes, this is amending the contract to add the module. Vote on the first reading was recorded with all present voting in favor. Councilmen Finn and Peek absent. First reading passed.

Ms. Ledford read Bill No. 2017-48: **An ordinance authorizing and approving special permit conditions with a limited access easement to City property and waiver of accessory building regulations to maintain an existing storage shed and construct a fence at 412 Bradford Lane, Belton, Missouri partially located on City property and within a designated stream buffer.** Presented by Councilman Lathrop, seconded by Councilman Savage. Mayor Davis said Mr. Christie has been appointed to serve on the IDA Board. Councilman Trutzel said he feels it is important to know that this is a special situation with buffer and the lay of land created a bit of a problem. The placement of the fence and waterline were all problems together and it was not easy. Alexa Barton, Acting City Manager, said kudos to staff and to Jay Leipzig, Community and Economic Development Director; Megan McGuire, City Attorney and Melinda Bolling, City Planner, that we all were able to come together and pull this together. This was a different

situation and was a good job by all to make this happen. Vote on the first reading was recorded with all present voting in favor. Councilmen Finn and Peek absent. First reading passed.

Ms. Ledford read Bill No. 2017-49: **An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2018 adopted City budget.** Presented by Councilman Trutzel, seconded by Councilmen Savage. Vote on the first reading was recorded with all present voting in favor. Councilmen Finn and Peek absent. First reading passed.

Ms. Ledford read Bill No. 2017-50: **An ordinance authorizing the City of Belton, Missouri through its Police Department to renew the software subscription with Information Technologies, Inc. (ITI).** Mayor Davis said both readings have been requested. Presented by Councilman Trutzel, seconded by Councilman Lathrop. Police Chief James Person said the city has contracted with ITI from the St. Louis area for this software product for the Police, Jail and Fire Department and interfaces with all our software needs. It is a sole source vendor and provides a CAD system primarily for answering points at all of our 911 centers. This is just a renewal of our annual subscription and is within the budgeted amount for each department. Vote on the first reading was recorded with all present voting in favor. Councilmen Finn and Peek absent. **Councilman Lathrop moved to hear the final reading.** Councilman Savage seconded. All present voted in favor. The final reading was read. Presented by Councilman Trutzel, seconded by Councilman Savage. The Council was polled and the following vote recorded; Ayes: 7, Councilmen Newell, Trutzel, VanWinkle, Lathrop, Fletcher, Mayor Davis, and Councilman Savage; Nones: None; Absent: 2, Councilmen Finn and Peek. Bill No. 2017-50 was declared passed and in full force and effect as Ordinance No. 2017-4346, subject to Mayoral veto.

Ms. Ledford read Bill No. 2017-51: **An ordinance approving a special use permit to allow, an electronic message center sign for Owen Lumber, located in a C-2 (general commercial) district, addressed as 617 North Scott Avenue, Belton, Missouri.** Presented by Councilman Newell, seconded by Councilman Lathrop. Vote on the first reading was recorded with all present voting in favor. Councilmen Finn and Peek absent. First reading passed.

RESOLUTIONS:

Ms. Ledford read Resolution R2017-14: **A resolution recognizing the City of Belton and Sheila Ernzen, Finance Director, for achieving the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting.** Presented by Councilmen Lathrop, seconded by Councilman Savage. Vote on the resolution was recorded with all present voting in favor. Councilmen Finn and Peek absent. Resolution passed.

Mayor Davis asked how many years in a row have we been recognized. Ms. Ernzen said the City was recognized several years before she got here, but it has been 6 years in a row since she has been here. Alexa Barton, Acting City Manager, said Ms. Ernzen has a wonder staff around her and accolades to her and her staff. Mayor Davis said congratulations.

Ms. Ernzen then gave her monthly financial report. She said the fiscal year is done and reported on the FY17 year-end results. She said bottom line, we ended the year in the general fund better than anticipated. We were \$532,000 under budget in revenues. The total budgeted revenues were \$15.3 million and so our revenue projection fell short by 3% which is incredible. Our expenses were \$954,000 under budget, which is about 3% of total budget expenses. Of the \$498,000 which was cash carry over in the general fund was above what we had anticipated. All but \$212,000 of

that was actually projects that were budgeted but not completed and paid for in FY17. Those expenses have been re-appropriated into FY2018 and that was the ordinance council approved earlier this evening. So even though it looks like we ended the \$498,000 ahead, the true amount is \$212,000. Still, we ended \$200,000 better than anticipated. She commended staff and said they also cut request for 2018 to help balance the budget. It is not always easy but staff did a great job. Councilman Trutzel said we appreciate from the City Council standpoint that budget heads did what they were to do.

Mayor Davis said he remembers when he first checked in as mayor we were at 9% general fund reserve and now for a number of years we have been over 25% for a number of years now and he is pleased that we are cognizant of being fiscal conservatives and staff does good job keeping everyone in line. We have been blessed.

CITY COUNCIL LIAISON REPORTS:

Councilman Trutzel gave and Public Works Committee report and said it is mainly for those watching on TV. Michael Doi, Public Works Director, gave a summary of events:

- Belton Gateway- Kneaders
- Carnegie Village added on to building
- North Park old Price Chopper building is be rehabbed and the biggest change is the realignment of Peculiar Drive but instead it will be Cunningham Parkway
- Traditions building development on Mullen Road from till 10 p.m. to 5 a.m.
- Storm water work on Pacific upgraded and changed wastewater treatment plant
- Compost building
- Belton Nexus trail under contract going by Menards will connect the Community Center to Memorial Park and eventually Grandview and Kansas City
- 58 and Y in design stage - re-change traffic configuration
- Working on Mullen Road widening and in the process of buying up land to make it wider
- In addition to the bridge the Grand Hill Subdivision is being tapped in to the city sewer

Ms. Barton said there is a clarification she wants to make on the projects – the North Park project is still going through a lot of variations and more than likely the intent of that project is still going through changes so, it is in the works and in negotiations phases so she is not sure she would take that to the bank just yet. She asked Michael Doi, Public Works Director and Jay Leipzig, Community and Economic Development Director, if there are any other projects with slight variations. Mr. Leipzig added they are clearing the land to make way of Lot 2 Gateway, second phase, and construction is expected to start in late May or early June.

MAYOR'S COMMUNICATIONS:

Mayor Davis said the Arbor Day celebration was April 22 in Memorial Park. It was a wonderful celebration. The new kiosk was built - it was an Eagle Scout project. Ryan Vaughn from public works did the GIS and you can use your smart phone to go through park similar to the zoo. It is an upscale and great project and they received a grant to do it. They are constructing one restroom and two shelter houses this fall, which will be paid for with a LWCF grant. The kiosk is spectacular and he commended Kevin Feeback for doing a great job and running with it. Paul Fyffe's Boy Scout Troup 510 is the one that did the Eagle Scout project. There also is an Eagle Scout crowning Saturday. There was a memorial tree planting along with the Arbor Day celebration in remembrance Dodie Maurer – it was a good ceremony and a great story behind the

tree planted. Shane DeWald, Park Director, and Seth Smith, did great job and several of the Tree Board members were there and they did a great job. It was great day good turnout for Arbor Day.

SEMCO had an open house and they are planning on doing another expansion in future.

CITY MANAGER'S REPORT:

Shane DeWald, Park Director, said Saturday they also had health screenings – it was a busy day with our super hero wellness event. We had 35 vendors along with the police, fire, and chiropractors and had roughly 150 attend. It is a great way to network and talk to people and it was really well received and thinks we will do it annually.

Ms. Barton said this week marked a lot of activity around the city for employees. We did employee health screenings and she thanked the park department for their help in coordinating the event in order to provide better wellness. Open enrollment was this week and the city's benefits consultant is CBI. She thanked staff and department heads.

Ms. Barton said Councilman Trutzel requested the Public Works Director Michael Doi to contact MODOT about street sweeping. Mr. Doi said he heard from Matt Killion of MODOT and they will schedule it for some kind of routine and it will be done intermittently throughout year.

Ms. Barton said that today and tomorrow is the pre-bid for Belton and Raymore solid waste management trash haulers. Some might have received an email from one of the contractors and in the procurement world it is inappropriate. The proposal responses are evaluated not only on the lowest but also the best and responsive bid. Responsive bid means those contractors that can follow directions and follow instructions. The instruction was that there is one contact person for the request for proposal (RFP) and that is the purchasing specialist for the City of Raymore, Kim Quade. All communications go through her. If you receive any data or if they contact you it is inappropriate and they need to contact her.

There were some good questions today at the pre-bid meeting but nothing much out of the ordinary and not a lot of surprises. If they think of anything they are welcome to come back tomorrow for a second opportunity. We will take all questions and put responses together and be able to apply an amendment to RFP that addresses those questions, both cities will meet and go over that and provide clear direction for the contractor to be able to provide a response. When the proposals close and there is an opening at that time, the decision has been made because there are so many variations of what could occur through this contract and based upon the cost all we will be providing at the opening is the names of the contractors that have responded. We will not be sharing any prices that information will be provided at a later time. There were some great suggestions today from some of the contractors and we are going to be taking those under consideration and she feels it will be a great partnership as we move forward.

Ms. Barton then went on to say - speaking of great examples - being able to partner with different cities throughout the county and city and local governments and working together to provide best contracts and being good stewards and spending money wisely.

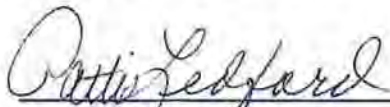
OTHER BUSINESS:

Mayor Pro Tem Jeff Fletcher read a **Proclamation proclaiming Local Government Week – April 30 – May 6, 2017.**

Police Chief James Person said May 6 is the Cass Community Health Foundation Walk and Run. It will begin and end at Belton Regional Medical Center and there is still time to sign up. The Raymore Mayor does have a team in that event. Mayor Davis said maybe department heads can have a team. Mayor Davis said this is a good event. Chief Person said they have been doing this for close to 20 years and the proceeds help fund two dental clinics in the county Medicaid clinics for children. They have served over 3,100 kids - it's a good program.

At 7:42 P.M. Councilman Newell moved to enter Executive Session to discuss matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3; matters pertaining to preparation, including any discussion or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups according to Missouri Statute 610.021.9; and matters pertaining to legal actions, according to Missouri Statute 610.021.1, and that the record be closed. Councilman VanWinkle seconded. The following vote was recorded; Ayes: 7, Mayor Davis, Councilmen Fletcher, Trutzel, Savage, Lathrop, Newell, and VanWinkle; Noes: None; Absent: 2, Councilmen Finn and Peek.

The Council returned from Executive Session at 8:56 P.M. Being no further business, Councilman Lathrop moved to adjourn. Councilman Savage seconded. All present voted in favor. Councilmen Finn and Peek absent. Meeting adjourned.


Patti Ledford, City Clerk

Jeff Davis, Mayor

**MINUTES OF THE
BELTON CITY COUNCIL
SPECIAL MEETING
MAY 2, 2017
CITY HALL ANNEX, 520 MAIN STREET**

Mayor Davis called the special meeting to order at 7:40 P.M.

Councilmembers present: Mayor Jeff Davis, Councilmen Ryan Finn, Jeff Fletcher, Gary Lathrop, Bob Newell, Lorrie Peek, Tim Savage, Chet Trutzel, and Dean VanWinkle; Absent: None. Also present were: Alexa Barton, Acting City Manager; Megan McGuire, City Attorney; and Patti Ledford, City Clerk.

At 7:41 Councilman Trutzel moved to enter Executive Session to discuss matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3; discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; and 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 Savage seconded. The following vote was recorded; Ayes: 9, Mayor Davis, Councilmen Savage, Newell, Peek, Fletcher, Lathrop, Trutzel, VanWinkle, and Finn; Noes: None; Absent: None.

The Council returned from Executive Session at 9:21 P.M. Councilman Peek moved to adjourn, seconded by Councilmen Lathrop. All voted in favor. Meeting adjourned.



Patti Ledford, City Clerk

Jeff Davis, Mayor

SECTION VIII
E

AN ORDINANCE APPROVING AN AMENDMENT TO THE CITY'S ZONING MAP FOR A 1.49-ACRE TRACT OF LAND LOCATED AT 512 BONG AVENUE, BELTON, CASS COUNTY, MISSOURI FROM C-2 (GENERAL COMMERCIAL) TO PR (PARKS, RECREATION, AND PUBLIC USE) DISTRICT.

WHEREAS, Calvary University owns 512 Bong Avenue and submitted a request to rezone the 1.49-acre tract of land located at 512 Bong Avenue and herein described as Tracts A and B; Part of Sections 2 and 3; Section 2, Township 46, Range 33, in the City of Belton, Cass County, Missouri from C-2 (General Commercial) to PR (Parks, Recreation and Public Use) District, and shown in Exhibit "A"; and

WHEREAS, under the Unified Development Code Section 20-1 - Zoning Map Authority, the City Council may, by ordinance, amend, supplement, change or modify the zoning district boundaries; and

WHEREAS, notice of the hearing was sent to property owners within 185-feet of the subject property by certified mail on March 31, 2017; and

WHEREAS, a public hearing was held before the Belton Planning Commission on April 17, 2017 in accordance with the provisions of the Unified Development Code Section 20-2 - Procedure for Zoning Map and Text Amendments; and

WHEREAS, under the Unified Development Code Section 20-3 - Findings of Fact, the Planning Commission and City Council may give consideration to the criteria stated below, to the extent they are pertinent to the particular application:

- (1) The character of the surrounding neighborhood, including the existing uses and zoning classification of properties near the subject property;
- (2) The physical character of the area in which the property is located;
- (3) Consistency with the goals and objectives of the comprehensive plan and other plans, codes and ordinances of the City of Belton;
- (4) Suitability of the subject property for the uses permitted under the existing and proposed zoning districts;
- (5) The trend of development near the subject property, including changes that have taken place in the area since the subject property was placed in its current zoning district;
- (6) The extent to which the zoning amendment may detrimentally affect nearby property;
- (7) Whether public facilities (infrastructure) and services will be adequate to serve development allowed by the requested zoning map amendment;
- (8) The suitability of the property for the uses to which it has been restricted under the existing zoning regulations;
- (9) The length of time (if any) the property has remained vacant as zoned;
- (10) Whether the proposed zoning map amendment is in the public interest and is not solely in the interests of the applicant; and

(11) The gain, if any, to the public health, safety and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

(12) The planning commission and the city council may also consider other factors that may be relevant to a particular application; and

WHEREAS, the Belton Planning Commission voted by a majority (7-0) of those present to recommend APPROVAL of the Zone Change to the City Council; and

WHEREAS, the City Council believes it is in the best interest of the City to rezone this tract of land to the PR (Parks, Recreation, and Public Use) District.

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

Section 1. That the City Council approves the rezoning of the subject property from C-2 (General Commercial) to PR (Parks, Recreation and Public Use) zoning classification.

Section 2. That the City Planner shall take all necessary actions to supplement the Comprehensive Plan and the Zoning Map of the City.

Section 3. That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

Section 4. This ordinance shall be in full force and effect from and after its passage and approval by the City Council.

READ FOR THE FIRST TIME: May 9, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ___ day of _____, 2017.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 9th day of May, 2017, and thereafter adopted as Ordinance No. 2017-___ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _ day of _____, 2017, after the second reading thereof by the following vote, to-wit:

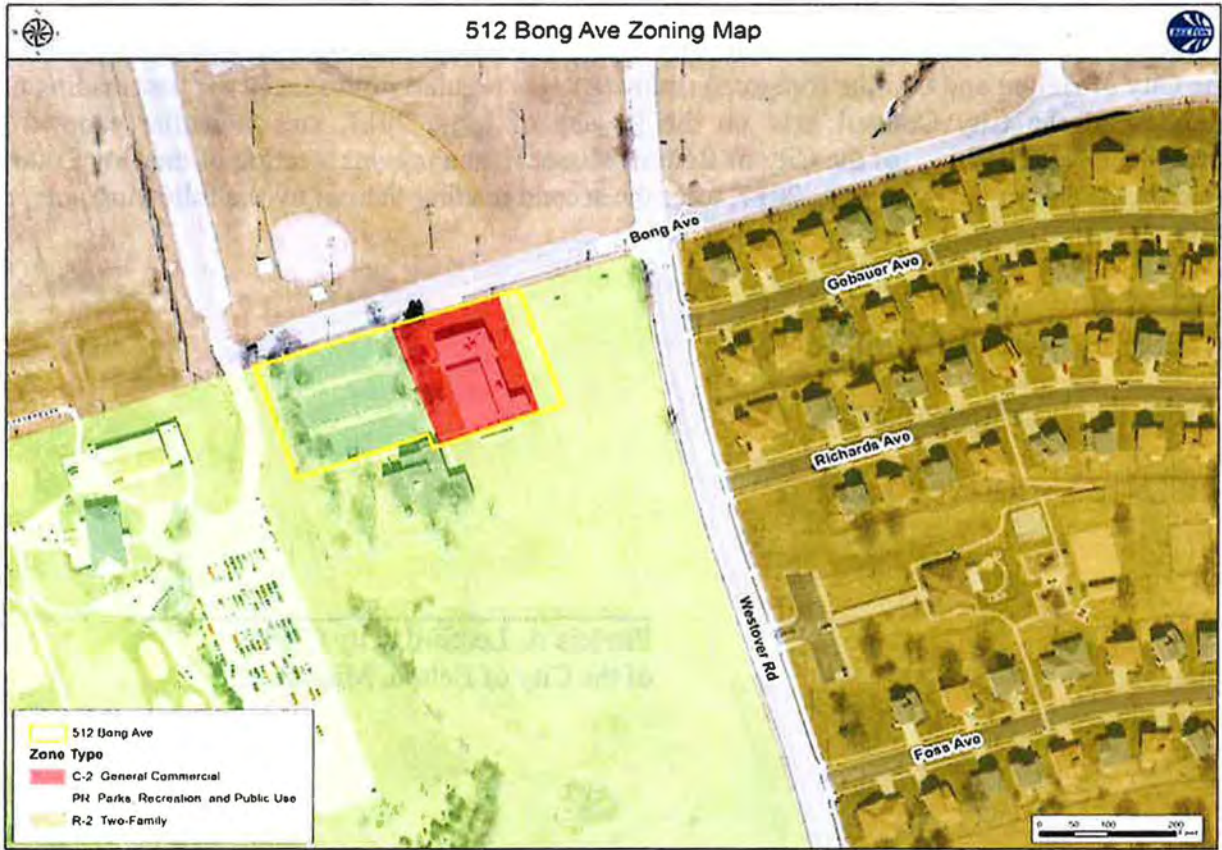
AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

EXHIBIT A



**BELTON PLANNING COMMISSION
MONDAY, APRIL 17, 2017 – 6:00 P.M.
CITY HALL ANNEX BUILDING – 520 MAIN STREET**

**CHANGE IN ZONING CLASSIFICATION
C-2 (GENERAL COMMERCIAL) TO
PR (PARKS, RECREATION AND PUBLIC USE) DISTRICT**

Melinda Bolling, City Planner

CASE #RZ17-01

Calvary University has requested a zone change from C-2 (General Commercial) to PR (Parks, Recreation and Public Use) District, for a 1.49-acre tract of land, to allow place of public assembly use on the property located at 512 Bong Avenue.

BACKGROUND

The 1.49-acre tract of land is currently zoned C-2 (General Commercial) with frontage on Bong Avenue. The applicant would like to rezone the property, approximately 1.49-acre to a PR (Parks, Recreation, and Public Use) District.

The property currently has an 11,280 sq. ft. structure, constructed in approximately 1960, which has been previously used as a social club/lodge and a bowling alley.

Calvary University has expressed a desire to change the current zoning to parks, recreation and public use, in order to utilize the building as a place of public assembly/possible library.



Aerial photo of surrounding zoning areas

CURRENT ZONING

The dominant zoning for this area is PR (Parks, Recreation and Public Use) and R-2 (Single- and Two-Family Residential) District. This rezoning would expand the PR and correct an area currently spot zoned.

COMPATIBILITY:

The proposed zone change to PR (Parks, Recreation and Public Use) would allow the following uses By-Right:

Cultural exhibit or library, Government buildings or properties, Public safety services, Religious assembly, School, Art gallery, Indoor or outdoor entertainment or spectator sports, Indoor or outdoor sports and recreation, Accessory parking

Additional uses would be allowed in a PR zoning district with an approved Special Use Permit.

ENVIRONMENTAL: The rezoning of the property to PR as proposed should not create an increase in environmental impacts.

PREDOMINANCE: The predominant land uses in the area are parks and recreation and residential.

ADVERSE IMPACT: The zone change will not have an adverse impact on the surrounding properties; due to the zone change is more in alignment with existing uses.

TRANSPORTATION IMPACT: Access to the site is from Bong Avenue. Due to the previous use being similar, it appears the proposed use will not have a negative impact on traffic.

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STAFF’S RECOMMENDATION

Community Development staff support a recommendation to rezone the subject property from C-2 (General Commercial) to PR (Parks, Recreation and Public Use) District.

PLANNING COMMISSION ACTION

1. Motion to **approve** a zone change from C-2 (General Commercial) to PR (Parks, Recreation and Public Use), for a 1.49-acre parcel, located at 512 Bong Avenue.
2. Motion to **deny** the zone change from C-2 (General Commercial) to PR (Parks, Recreation and Public Use), for a 1.49-acre parcel, located at 512 Bong Avenue.
3. Motion to **continue** the case pending additional information.

SECTION VIII

F

AN ORDINANCE AUTHORIZING AND APPROVING A FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE BELTON COMMUNITY PROJECTS, INC. AND THE CITY OF BELTON, MISSOURI TO PROVIDE OPPORTUNITIES TO SUBLEASE THE OLD CITY HALL TO BOTH FOR-PROFIT AND NOT-FOR-PROFIT ENTITIES FOR PUBLIC PURPOSES.

WHEREAS, the Belton Community Projects, Inc. (hereinafter “BCPI) currently has a 99 year lease, herein attached to and incorporated with this Ordinance as Exhibit “A”, which commenced March 31, 1992 for the use and preservation of the Old City Hall building at 512 Main Street; and

WHEREAS, the current lease limits BCPI to sublease all or part of the premises for not-for-profit purposes only; and

WHEREAS, Robert and Pamela Powell, local Belton residents, have an interest and expertise in operating a community theater at the Old City Hall Building and have a for-profit corporation entitled Main Street Theater, LLC already incorporated to administer this activity including revitalization of the stage, seating and lighting appropriate for a stage production; and

WHEREAS, the Old City Hall building is owned by the City and as such must be used for a public purpose to benefit the citizens of Belton including community enrichment, economic development, historic preservation of public places and support to the historic downtown Belton; and

WHEREAS, the Building Inspection and Fire Departments were consulted and have provided their reviews/findings to BCPI as to the Old City Hall building stage space, ingress/egress, restroom accommodations and parking to assure that this type of activity and use can be accommodated; and

WHEREAS, BCPI, a not-for-profit entity, is the lessee who will coordinate and manage any subleases of the premises including but not limited to the Museum and community theater with the rental proceeds benefitting the public purpose activities supported by BCPI; and

WHEREAS, the City Council believes that the lease amendment, herein attached to and incorporated as Exhibit “B”, will appropriately accommodate the subleasing of the Old City Hall building to both for-profit and not-for-profit entities while preserving the legal requirement that the use of the building shall remain for public purposes.

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 First Amendment to the Lease Agreement, herein attached and incorporated as Exhibit “B” to this ordinance, to facilitate additional lease opportunities for the Old City Hall building and the support of BCPI.

Section 2. That the Mayor is authorized to sign the lease amendment on behalf of the City of Belton.

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

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

READ FOR THE FIRST TIME: May 9, 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 9th day of May, 2017, and thereafter adopted as Ordinance No.2017-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2017, after the second reading thereof by the following:

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

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



LEASE AGREEMENT

THIS LEASE is made this 20th day of February, 1992, between the CITY OF BELTON, a Municipal Corporation, Lessor, and BELTON COMMUNITY PROJECTS, INC., a general not-for-profit Corporation of the State of Missouri, Lessee.

LESSOR hereby leases to Lessee and Lessee hereby leases from Lessor, the following described premises, hereinafter referred to as "the premises" in the City of Belton, County of Cass, State of Missouri, to-wit:

ALL OF LOTS 5, 6 AND 7 AND THE CONTIGUOUS EIGHT (8) FEET, MORE OR LESS, OF LOT 8, SAID 8 FOOT SECTION LYING BETWEEN THE NEW CITY HALL BUILDING AND THE OLD CITY HALL BUILDING OF THE CITY OF BELTON, ALL BEING IN BLOCK 45, RANGE 33, SECTION 14, TOWNSHIP 46, ORIGINAL TOWN OF BELTON, CASS COUNTY, MISSOURI.

to be used only for civic related not-for-profit purposes for the term of Ninety-Nine (99) years beginning on the 31st day of March, 1992 and ending on the 31st day of March, 2091, for which Lessee agrees to pay Lessor a total of Nine Hundred Ninety Dollars (\$990.00) as rent, in yearly installments, each due and payable on the first day of the term hereof, in advance, as follows: Ten Dollars on the 31st day of March, 1992, and Ten Dollars on the 31st day of March each year thereafter for the term of this Agreement at the present Belton City Hall or at such other place as Lessor may designate from time-to-time, in writing.

It is also agreed, as follows, that:

1. POSSESSION AT BEGINNING OF TERM: Lessor shall use due diligence to give possession as nearly as possible at the beginning of the term of this Lease, and rent shall abate pro rata for the period of any delay in so doing. Lessee shall make no further

claim against the Lessor for any such delay.

2. Lessee shall not assign, transfer, or encumber this Lease. Lessee may sub-lease the premises or any part thereof or allow any other person to be in possession except that Lessor has the right of withholding consent to such sub-lease by written notice to Lessee if Lessor feels such sub-lease or use violates the terms of this lease or fails to serve a public purpose.

3. SIGNS AND ADVERTISEMENTS: Lessee shall not put upon nor permit to be put upon any part of the premises, any permanent signs, billboards or advertisements whatever, without written consent of Lessor.

4. ACCEPTANCE, MAINTENANCE, AND REPAIR: ~~Lessee has inspected~~ and knows the condition of the premises and accepts the same in their present condition (subject to ordinary wear, tear and deterioration in the event the term commences after the date hereof and to the rights of present or former occupant or occupants, if any, to remove movable property.)

Lessee shall take good care of the premises and the equipment and fixtures therein (including heating and air conditioning equipment) and shall keep the same in good working order and condition, including particularly protecting water pipes, heating and air conditioning equipment, plumbing, fixtures, appliances, and sprinkler system from becoming frozen, and shall keep the premises and the approaches, sidewalks, and the alleys adjacent thereto, if any, clean and sightly and free from ice and snow (including policing the grounds if they are included in the leased premises).

At the expiration of the term, Lessee shall surrender the premises broom clean, in as good condition as the reasonable use thereof will permit.

5. DAMAGE BY CASUALTY: Except as provided in paragraph 18, in case, during the term created or previous thereto, the premises hereby let, or the building of which said premises are a part, shall be destroyed or shall be so damaged by fire or other casualty, as to become untenable, then in such event, at the option of the Lessor, the term hereby created shall cease, and this lease shall become null and void from the date of such damage or destruction and the Lessee shall immediately surrender said premises and all interest therein to Lessor, provided, however that Lessor shall exercise such option to so terminate this lease by notice in writing delivered to Lessee within thirty days after such damage or destruction.

6. PERSONAL PROPERTY: Lessor shall not be liable for any loss or damage to any merchandise or personal property in or about the premises, regardless of the cause of such loss or damage.

7. UTILITIES AND SERVICES: Lessee shall furnish and pay for all electricity, gas, water, fuel, and any services or utilities used in or assessed against the premises, unless otherwise herein expressly provided.

8. PUBLIC REQUIREMENTS: Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the premises or the use thereof, and hold Lessor harmless from expense or damage resulting from failure to do so.

9. FIXTURES: All buildings, repairs, alterations, additions, improvements, installations, equipment and fixtures, by whomsoever installed or erected (except such business trade fixtures belonging to Lessee as can be removed without damage to or leaving incomplete the premises or building) shall belong to Lessor and remain on and be surrendered with the premises as a part thereof, at the expiration of this lease or any extension thereof.

10. EMINENT DOMAIN: If the premises or any substantial part thereof shall be taken by any competent authority, other than the City of Belton, under the power of eminent domain or be acquired for any public or quasi-public use or purpose, the term of this lease shall cease and terminate upon the date when the possession of said premises or the part thereof so taken shall be required for such use or purpose and without apportionment of the award, and Lessee shall have no claim against Lessor for the value of any unexpired term of this lease. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of Lessor's building or the land under it or if the grade of any street or alley adjacent to the building is changed by any competent authority, other than the City of Belton, and such change of grade makes it necessary or desirable to remodel the building to conform to the changed grade, Lessor shall have the right to cancel this lease after having given written notice of cancellation to Lessee not less than ninety (90) days prior to the date of cancellation designated in the notice. In either of said events rent at the current rate shall be apportioned as of the date of the

termination. Nothing in this paragraph shall preclude an award being made to Lessee for loss of business or depreciation to and cost of removal of equipment or fixtures.

11. NOTICES: Any notice hereunder shall be sufficient if sent by registered or certified mail, addressed to Lessee at the premises, and to Lessor where rent is payable.

12. QUIET POSSESSION: Lessor agrees that so long as Lessee fully complies with all of the terms, covenants and conditions here contained on Lessee's part to be kept and performed, Lessee shall and may peaceably and quietly have, hold and enjoy the said premises for the term aforesaid, it being expressly understood and agreed that, however, the aforesaid covenant of quiet enjoyment shall be binding upon the Lessor only so long as Lessor remains the owner in fee or leasehold of the leased premises, anything to the contrary in this instrument notwithstanding. Lessor, however, covenants and represents that Lessor has full right, title, power and authority to make, execute and deliver this lease.

13. BANKRUPTCY: Neither this lease nor any interest therein nor any estate hereby created shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or otherwise by operation of law during the term of this lease or any renewal thereof.

14. PARKING: Lessor shall have the right to designate appropriate parking area for employees, invitees and agents of Lessee.

15. REFURBISHING AND FIXTURES: Lessee shall have the right to

refurbish and remodel the leased premises, at Lessee's cost. All fixtures and permanent improvements made by Lessee during the term of this lease or any renewal thereof shall remain on and be surrendered with the premises as a part thereof, at the expiration of this lease or any extension thereof.

16. INDEMNIFICATION: Lessee agrees to hold Lessor, its agents, servants and assigns harmless from any and all costs and expenses arising from any and all claims, suits, injuries or damages arising after the date hereof and resulting from Lessee's improvement, use or occurring upon the leased premises after the execution hereof by the parties and during the term hereof or any extension of said term, said indemnification to include, but not be limited to any and all costs and expenses, including investigating costs and attorney's fees incurred by Lessor as the result of any claim, suit, injury or damage arising hereunder.

17. LESSEE ACCEPTS BUILDING "AS IS": Lessee hereby agrees to and is solely responsible for maintenance and repair of building including the roof, exterior walls, gutters and downspouts and Lessor further leases said building to Lessee with all defects, if any, "as is".

18. INSURANCE: Lessee covenants at all times to save Lessor harmless from all loss, liability, cost, or damages that may occur or be claimed with respect to any person or persons, corporation, property, or chattels on or about the leased premises or to the property itself resulting from any act done or omission by or through the Lessee, its agents, employees, invitees or any person

on the premises by reason of the Lessee's use or occupancy or resulting from Lessee's non-use, or possession of said property and any and all loss, cost liability, or expense resulting therefrom; and at all times to maintain said premises in a safe and careful manner. Lessee further covenants and agrees to maintain at all times during the term of this lease, comprehensive public liability insurance in a responsible insurance company, licensed to do business in the state in which the premises are located and satisfactory to Lessor, properly protecting and indemnifying Lessor in an amount equal to or greater than the maximum amount of legal liability allowable against cities and other public entities under ~~Missouri or other applicable laws.~~

As further rent for the demised premises, Lessee shall carry fire and extended coverage insurance on the demised premises during the entire term of this lease in an amount at least sufficient to either replace and repair all damage sustained by said demised premises, if any should occur, or at the option of the Lessee, sufficient insurance to remove all debris and remaining portions of building and improvements to the demised premises and leave the demised premises in a clean, uncluttered condition, within six (6) months, written by a reliable insurance company or companies authorized to do business within the State of Missouri.

It is acknowledged between the parties hereto that Lessee has made and plans to continue to make additional improvements to the demised premises and it is agreed that in the event all or part of the demised premises, or buildings or improvements of which said

premises are a part, shall be destroyed or damaged by fire or other casualty covered by said insurance, then, in such event, all insurance proceeds shall be turned over by Lessor to Lessee and Lessee shall, at Lessee's option, either replace and repair all damage sustained by said demised premises and improvements thereto or remove the debris and remaining portions of the buildings or other improvements on said demised premises and leave the demised premises in a clean, uncluttered condition, all within six (6) months of said fire or casualty, all at the expense of Lessee.

In the event Lessee should choose to remove the debris and remaining portions of any building or other improvement on said demised premises after a casualty and leave said demised premises in a clean, uncluttered condition, the Lease Agreement attached hereto shall terminate six months after said fire or other casualty and Lessee shall be entitled to retain all insurance proceeds in excess of the costs to Lessee of removing debris and leaving the demised premises in a clean, uncluttered condition, as aforesaid.

19. ENTIRE AGREEMENT: This lease contains the entire Agreement between the parties, and no modification of this lease shall be binding upon the parties unless evidenced by an agreement in writing signed by the Lessor and the Lessee after the date hereof. If there be more than one Lessee named herein, the provisions of this lease shall be applicable to and binding upon such Lessees, jointly and severally.

20. DEFAULT: The occurrence of any one or more of the following events shall constitute a material default in breach of

the lease agreement by Lessee: (1) Vacation or abandonment of the demised premises, (2) Failure by Lessee to make any payment required under this lease where such failure shall continue for 10 (ten) days after written notice from Lessor, (3) Failure by Lessee to observe or perform any of the covenants, conditions, or provisions of the lease agreement, (4) the cessation of the existence of Lessee as a legal entity.

21. LESSOR'S REMEDIES ON LESSEE'S DEFAULT: In the event of any default by Lessee under this lease agreement, in addition to any other remedy, Lessor shall also have the right, adhering to applicable legal processes, with or without terminating this lease agreement, to reenter the demised premises and to relet them. Lessee hereby agrees to pay Lessor the cost of recovering possession of the demised premises, including a reasonable attorney's fee and Court costs, the expenses of reletting, and any other costs or damages arising out of Lessee's default. Lessee further covenants and agrees to make good to lessor any deficiency arising from the reletting of the demised premises at a lesser rental than agreed to in this lease agreement. Lessee shall pay to Lessor such deficiency each month as the amount of the deficiency is ascertained by Lessor and billed to Lessee.

IN WITNESS WHEREOF, the parties have signed triplicate copies hereof.

LESSOR
CITY OF BELTON

LESSEE
BELTON COMMUNITY PROJECTS, INC.

Edm O Green
Mayor

J. Weelder Jacobsen
President

ATTEST:
Michael M. Strathman
City Clerk

ATTEST:
Thomas H. K. Kanan
Secretary



FIRST AMENDMENT TO LEASE AGREEMENT

WHEREAS, Belton Community Projects, Inc., (hereinafter "BCPI) desires to sublease the Old City Hall building located at 512 Main Street to for-profit and/or not-for-profit entities for public purposes; and

WHEREAS, in order to permit the opportunity to sublease the Old City Hall building to either for-profit or not-for-profit entities for public purposes, the lease agreement must be amended; and

WHEREAS, the Old City Hall building has been preserved since 1992 through the care and fundraising of BCPI as a private, not-for-profit community development and preservation organization; and

WHEREAS, BCPI and the City of Belton believe that the Old City Hall building can and should be used more fully and rented more often for continued public benefit, betterment of the community and community enrichment in order to support the building's ongoing preservation and related activities; and

WHEREAS, the parties to the Lease Agreement between the City of Belton, a municipal corporation, Lessor and the Belton Community Projects, Inc., Lessee, desire to amend the original Lease Agreement effective on February 26, 1992 as follows with all other provisions and commitments remaining the same.

RECITAL PARAGRAPH to be amended as follows:

LESSOR hereby leases to Lessee and Lessee hereby leases from Lessor, the following described premises, hereinafter referred to as "the premises" in the City of Belton, County of Cass, State of Missouri, to-wit:

ALL OF LOTS 5, 6 AND 7 AND THE CONTIGUOUS EIGHT (8) FEET, MORE OR LESS, OF LOT 8, SAID 8 FOOT SECTION LYING BETWEEN THE NEW CITY HALL BUILDING AND THE OLD CITY HALL BUILDING OF THE CITY OF BELTON, ALL BEING IN BLOCK 45, RANGE 33, SECTION 14, TOWNSHIP 46, ORIGINAL TOWN OF BELTON, CASS COUNTY, MISSOURI.

to be used only for public purposes for the term of Ninety-Nine (99) years beginning on the 31st day of March, 1992 and ending on the 31st day of March, 2091, for which Lessee agrees to pay Lessor a total of Nine Hundred Ninety Dollars (\$990.00) as rent, yearly installments, each due and payable on the first day of the term hereof, in advance, as follows: Ten Dollars on the 31st day of March, 1992, and Ten Dollars on the 31st day of March each year thereafter for the term of this Agreement at the present Belton City Hall or at such other place as Lessor may designate from time-to-time, in writing.

PARAGRAPH NO. 2 to be amended as follows:

Lessee shall not assign, transfer, or encumber this Lease. Lessee may sub-lease the premises or any part thereof or allow any other person to be in upon prior written notice to Lessor and Lessor shall not unreasonably withhold permission and provide written response within forty-five (45) days. Failure by Lessor to provide written response within forty-five (45) days will constitute consent by Lessor to the sub-lease. Written notice provided by Lessee to Lessor will contain the Sublessee or persons in possession identity and state the public purposes served by the sublease.

PARAGRAPH NO. 3 to be amended as follows:

SIGNS AND ADVERTISEMENTS: Lessee shall not put upon nor permit to be put upon any part of the premises, any permanent signs, billboards or advertisements, without prior consent of Lessor, which shall not be unreasonably withheld. Lessor's written response will be provided within forty-five (45) days. Failure by Lessor to provide written response within forty-five (45) days will constitute consent by Lessor to the signs and/or advertisements. Written notice by Lessee to Lessor shall provide information as to the design, content and location of signage, billboards or advertisements proposed.

PARAGRAPH NO. 9 to be amended as follows:

FIXTURES: All buildings, repairs, alterations, additions, improvements, installations, equipment and fixtures, by whomsoever installed or erected (except such business trade fixtures belonging to Lessee or Sublessee as can be removed without damage to or leaving incomplete the premises or building) shall belong to Lessor and remain on and be surrendered with the premises as a part thereof, at the expiration of this lease or any extension thereof.

PARAGRAPH NO. 11 to be amended as follows:

NOTICES: Notice shall be given by delivery to:

Lessor: City Clerk
City Hall
506 Main Street
Belton, MO 64012

And Lessee: Belton Community Projects, Inc.
P.O. Box 424
Belton, MO 64012

PARAGRAPH NO. 14 to be amended as follows:

PARKING: Lessee and any Sublessee shall have the right to use parking adjacent to the Old City Hall building and any other public parking without limitation so long as said parking is in compliance with any other local City ordinance and signage.

PARAGRAPH NO. 15 to be amended as follows:

REFURBISHING AND FIXTURES: Lessee shall have the right to refurbish and remodel the leased premises at Lessee's cost. All fixtures and permanent improvements made by Lessee or Sublessee during the term of this lease or any renewal thereof shall remain on and be surrendered with the premises as a part thereof, at the expiration of this lease or any extension thereof.

PARAGRAPH NO. 18 to be amended as follows:

INSURANCE: Lessee covenants at all times to save Lessor harmless from all loss, liability, cost or damages that may occur or be claimed with respect to any person or persons, corporation, property, or chattels on or about the leased premises or to the property itself resulting from any act done or omission by or through the Lessee, its agents, employees, invitees or any person on the premises by reason of the Lessee's use or occupancy or resulting from Lessee's non-use, or possession of said property and any and all loss, cost liability, or expense resulting therefrom; and at all times to maintain said premises in a safe and careful manner. Lessee further covenants and agrees to maintain at all times during the term of this lease, comprehensive public liability insurance in a responsibly insurance company, licensed to do business in the state in which the premises are located and satisfactory to Lessor, properly protecting and indemnifying Lessor in an amount equal to or greater than the maximum amount of legal liability allowable against cities and other public entities under Missouri or other applicable laws. Lessee shall provide Lessor with a current copy of the insurance certification for insurance in force on the premises.

As further rent for the demised premises, Lessee shall carry fire and extended coverage insurance on the demised premises during the entire term of this lease in an amount at least sufficient to either replace and repair all damage sustained by said demised premises, if any should occur, or at the option of the Lessee, sufficient insurance to remove all debris and remaining portions of building and improvements to the demised premises and leave the demised premises in a clean, uncluttered condition, within six (6) months, written by a reliable insurance company or companies authorized to do business within the State of Missouri.

It is acknowledged between the parties hereto that Lessee has made and plans to continue to make additional improvements to the demised premises and it is agreed that in the vent all or part of the demised

premises, or buildings or improvements of which said premises are a part, shall be destroyed or damaged by fire or other casualty covered by said insurance, then, in such event, all insurance proceeds shall be turned over by Lessor to Lessee and Lessee shall, at Lessee's option, either replace and repair all damage sustained by said demised premises and improvements thereto or remove the debris and remaining portions of the buildings or other improvements on said demised premises and leave the demised premises in a clean, uncluttered, condition, all within six (6) months of said fire or casualty, all at the expense of Lessee.

In the event Lessee should choose to remove the debris and remaining portions of any building or other improvement on said demised premises after a casualty and leave said demised premises in a clean, uncluttered condition, the Lease Agreement attached hereto shall terminate six months after said fire or other casualty and Lessee shall be entitled to retain all insurance proceeds in excess of the costs to Lessee of removing debris and leaving the demised premises in a clean, uncluttered condition, as aforesaid.

BELTON COMMUNITY PROJECTS, INC.

By: _____

Connie Hubbard, Secretary/Treasurer

Date: _____

CITY OF BELTON

BY: _____

Mayor Jeff Davis

Date: _____

SECTION VIII
G

AN ORDINANCE AUTHORIZING THE CITY OF BELTON, MISSOURI THROUGH ITS FIRE DEPARTMENT TO PURCHASE AN ANNUAL SOFTWARE LICENSE AGREEMENT PLATFORM WITH TARGET SOLUTIONS LEARNING, LLC. FOR ONLINE TRAINING AND TRACKING OF ALL DEPARTMENTAL TRAINING OF THE FIRE DEPARTMENT.

WHEREAS, the Fire Department refunded the Chief of Training Position in the FY-2017 Budget that was eliminated in 2012; and

WHEREAS, the department purchased a new Reporting System from Imagetrend, Inc. in 2016 and has a training module built in to it; and

WHEREAS, this Reporting System training module only tracks the completed training and is time consuming to enter all of the training that is preformed; and

WHEREAS, the department needs a better Training Management Platform to preform training online, track hands on training and one that is compatible with ISO; and;

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 Annual Software License Agreement Platform for the Fire Department’s Training Management System herein attached and requested as exhibit “A” to this ordinance; and

Section 2. That the Mayor is authorized to sign the Agreement on behalf of the City of Belton, Missouri.

Section 3. That this Ordinance shall be in full force and effect from the date of its passage, adoption, and approval by the Mayor.

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

READ FOR THE FIRST TIME: May 9, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ___ day of _____, 2017.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 9th day of May, 2017, and thereafter adopted as Ordinance No. 2017-___ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ___ day of ___, 2017, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

Schedule A

CONFIDENTIAL

TargetSolutions

10805 Rancho Bernardo Road, Suite 200
 San Diego, CA 92127-5703
 877-944-6372 - Toll Free
 858-592-7880 - Direct / 713-422-2695 Fax

TS Sales Contact: Rosario Valenti

rosario.valenti@targetsolutions.com

Phone: 563-663-8067

DATE of SUBMISSION

4/9/2017

LICENSE TERMS: 12 Months Billed Annually

Proposal To:

Belton Fire Department

John Sapp
 16300 N. Mullen Rd.
 Belton, MO 64012
 816-331-7969
 jsapp@beltonfire.org

TargetSolutions Online Training Platform, License Customized Website, Administration Tools and Applications

Description	Unit Price Per User	Quantity (# of Users)	Total
Premier Membership Platform FD and EMS 6/1/17-5/31/18	\$109.00	46	\$5,014.00
Annual Maintenance Fee	\$395.00	1	\$395.00
			\$0.00
			\$0.00
One Time Set Up Fee			waived
TOTAL DUE			\$5,409.00

NOTES: Full Platform Functionality with the following catalogs: OSHA/HR/EVO/FIRE.

EMS Catlog and Learnsmart

By signing the Client Agreement, you are 1) agreeing to the pricing and terms presented in this proposal; 2) agreeing you have read and accept the Client Agreement and License terms and; 3) agreeing you have read the Target Solutions Platform System Requirements and Platform Solution Description documents listed in detail at the following url:

TARGETSOLUTIONS

Client Agreement

This Client Agreement (the "Agreement"), effected as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC. ("TSL"), a Delaware limited liability company, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. Services. TSL shall provide the following services:

- 1.1. Access. TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").
- 1.2. Availability. TSL shall use commercially reasonable efforts to display its content and coursework for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.
- 1.3. Help Desk. TSL will assist Users as needed on issues relating to usage via e-mail, and a toll free Help Desk five (5) days per week at scheduled hours.

2. Client's Obligations.

- 2.1. Compliance. Client shall be responsible for Users' compliance with this Agreement, and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.
- 2.2. Identify Users. Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate.
- 2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

3. Fees and Payments.

- 3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees shall be increased by 2.5% per year for any renewal terms.
- 3.2. Payments. All fees due under this Agreement must be paid in United States dollars. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due net 30 days from the invoice date. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.
- 3.3. Suspension of Service for Overdue Payments. Any fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. With fifteen (15) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users' access to the Services until all overdue payments are paid in full.

4. Intellectual Property Rights.

- 4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.
- 4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.
- 4.3. Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the Community Resources section of TSL's website with TSL's 3rd party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

5. Term.

The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date.

6. Mutual Warranties and Disclaimer.

- 6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.
- 6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. Miscellaneous.

- 7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.
- 7.2. Indemnification. TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.
- 7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.
- 7.4. Force Majeure. TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.
- 7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. **Severability.** If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.7. **Entire Agreement.** This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

IN WITNESS WHEREOF, the parties have executed this Agreement as the last date set forth below.

Target Solutions Learning, LLC.
10805 Rancho Bernardo Road, Suite 200
San Diego, CA 92127-5703

Belton Fire Department
16300 N. Mullen Road
Belton, MO 64012

By:

By:

Andrew Lynch
Area Director of Sales

Date:

Date:



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

DATE: April 30, 2017 AGENDA DATE: May 9, 2017

ASSIGNED STAFF: Norman K. Larkey Sr., Fire Chief

DEPARTMENT: Fire

Approvals

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

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

ISSUE/REQUEST

The Department needs the ability to track all of the training that is done with in the department and also have the means to provide online training. The current system is part of the Imagetrend Reporting System and is only a tracker of completed training with no ability to assign or distribute training.

PROPOSED CITY COUNCIL MOTION

To purchase the annual software license fee and Client Agreement with Target Solutions Learning, LLC.

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

This Training Management Platform provides a large catalog of online based training in the following areas, General Firefighting, Fire Officer, Driver Operator, EMS, OSHA, Human Resources, Project Management, Office Productivity, and Business Skills.

This will all be in addition to our traditional classroom, and practical skills evolutions, however with our current call volume, that continues to rise, it is very challenging to keep everyone in the classroom.

This will help the Chif of Training assign training either online or by uploading his content to the system and track course completions much easier.

The Chief of Training will have the ability to add and or build online content that is specific to our department as well as making department specific testing/evaluation tools.

IMPACT/ANALYSIS:

The \$5,409 was allocated in the FY-18 Budget for this annual software license fee and Client Agreement. Some of the benefits of Target Solutions are an increase of training options and flexibility, Improve training and entry tracking, and assist in maintaining ISO compliance.

FINANCIAL IMPACT

Table with 2 columns: Label and Amount. Rows include Contractor, Amount of Request/Contract (\$ 5,409.00), Amount Budgeted (\$ 5,500.00), and Funding Source (General Fund/ Programming 010-3600-400-3015).

Additional Funds:	\$ 0.00
Funding Source:	N/A
Encumbered:	\$ 0.00
Funds Remaining:	\$ 91.00

TIMELINE:	START:	FINISH:
------------------	---------------	----------------

OTHER INFORMATION/UNIQUE CHARACTERISTICS:

As mentioned above we are obligated to meet certain requirements in many areas in order to maintain our ISO ratings. Tracking all of this training has been very difficult for the Chief of Training. Our current system does a minimal job and is tied to the reporting system and does not understand ISO. As such, the Training Chief has to individually divide our people by training/rank to make sure that we are tracking their required hours of training. It is also very hard and time consuming to run accurate reports on the same. Target Solutions automatically credits our members by the rank the Training Chief chooses for them and has premade reports set to email the Chief of Training on training progress for each member.

STAFF RECOMMENDATIONS:

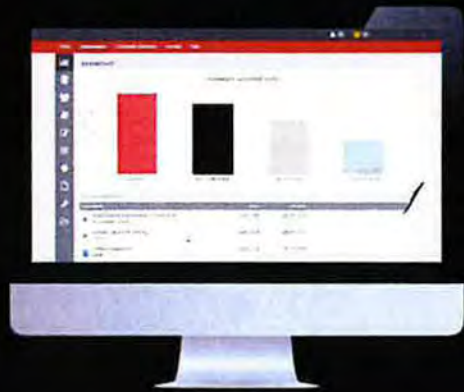
Approve recommendation by staff.

Action and Date:

LIST OF REFERENCE DOCUMENTS ATTACHED:

Overview of information from Target Solutions, Inc.
 Target Solutions, Inc. Proposal
 Annual Client Agreement between the City and Target Solutions, Inc.

TARGETSOLUTIONS



Online Training & Records Management

**THE NEXT EVOLUTION IN
TRAINING MANAGEMENT.**



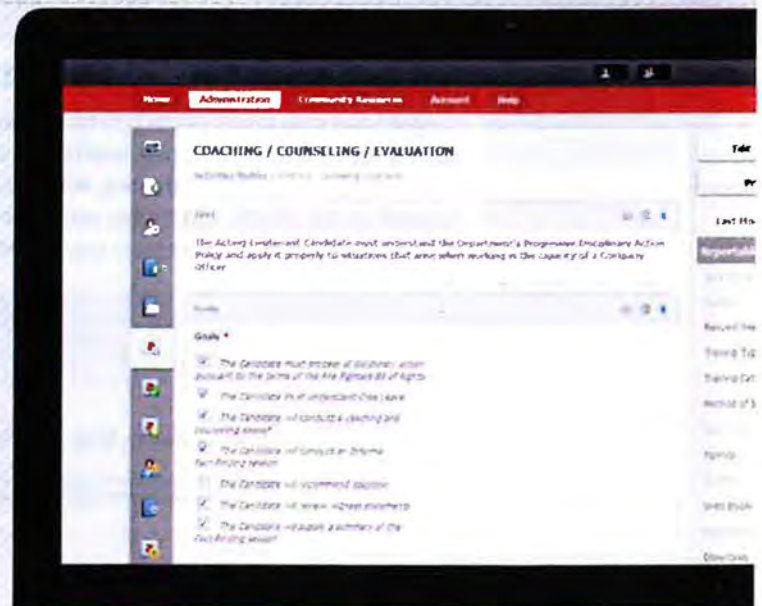
CAREER MANAGEMENT SOLUTION

Certification & Qualification Management Tools That Keep Employees on Track.

Keeping emergency responders in compliance isn't just important for the departments that employ them. It's important for the employees' themselves as they look to promote inside the profession. TargetSolutions features an easy-to-use Career Management Solution, tracking activities, tools and reports that are built to help you keep employees ahead of important expirations that could jeopardize their compliance, as well as their ascension up the ranks.

Manage Various Licenses. Don't Let Deadlines Pass. Receive Timely Alerts with TargetSolutions.

With TargetSolutions, you can keep track of your employees' progress as they maintain important credentials, certifications, licenses, etc. The powerful recordkeeping system tracks necessary information and alerts platform managers and employees when expirations or deadlines are approaching. All you'll need to do is define your department's career paths and assign your employees to them, and be confident key stakeholders, including administrators, supervisors and users, will receive alert emails and notifications alarming them of critical compliance issues. You can also run reports at any time, to see whose license or credential is expired or approaching expiration.



TargetSolutions has created a set of tools and reports that help departments stay ahead of important expirations.



CONTROLLED SUBSTANCES SOLUTION

Monitor Vital Information, Including Inventory and Expirations of Narcotics

If you're not accurately tracking your ambulance's inventory of controlled substances, your entire department is at risk. Whether it's Vicodin, morphine, or any other drug emergency medical technicians are responsible for administering, it needs to be accounted for on a regular basis. TargetSolutions has created a powerful tool for logging information related to narcotics, as well as a glucometer check. With our ready-made solution, your department can answer critical questions.

Report Accurate Information. Manage Risks by Easily Reporting Inventory, Expiration Dates.

TargetSolutions gives departments an easy-to-use tool for accurately tracking inventory of narcotics, as well as monitoring expiration dates. With TargetSolutions, key stakeholders responsible for EMS verification checks, will be required to acknowledge checking critical information related to the drugs. Electronic recordkeeping through TargetSolutions makes it easy to generate comprehensive reports on any trackable information related to controlled substances.

COMPLETE ACTIVITY

INSPECTIONS:
EMS Daily Check - Drug and Glucometer

Please check the info below for serial numbers, expiration date and apparatus number for **MORPHINE** and **VERSED**. Is the total amount of controlled substance allocated for your apparatus accounted for, either medication on hand or paperwork?

- 30mg MSO
- 8 mg versed

Yes, all information is correct below

If any of the info is not correct please send correction to the EMS Division Chief.

EMS Drug Log : Engines

Engine 21		
500	MSO4	3/15/2014
789	MSO4	2/1/2014
930	MSO4	6/1/2015
495	VERSED	6/1/2015
885	VERSED	3/15/2014
178	VERSED	3/15/2014
906	VERSED	7/1/2015

Engines

Any controlled substance expiring within 30 days?
No

With TargetSolutions you'll be able to log vital information related to controlled substances. After logging critical information, you can easily generate comprehensive reports with detailed information.



DAILY ACTIVITIES SOLUTION

Hands-On Training Never Goes Wasted with TargetSolutions' Tracking System.

TargetSolutions offers departments like yours a ready-made solution for efficiently tracking different types of ongoing daily drill-yard training. These are the types of activities every department regularly completes, but might not regularly log. TargetSolutions features 19 electronic forms that can be found on most departments' daily checklist. These lists are broken into specifications, ensuring all training, no matter how minimal, is being tracked and recorded by platform managers.

Track Daily Training.

Nineteen Training Activities You Can Start Tracking Right Away.

Every firefighter at every fire department needs to train on various activities related to fire suppression. Whether it is ladders, hoses, or anything else you can think of – it all needs to happen regularly for firefighters to stay sharp and prepared. With TargetSolutions, you'll have access to pre-built activities that log hours, instructor, location, etc. These activities can be easily delivered, tracked and then reported.

DAILY ACTIVITIES SOLUTION

Here are the 19 daily drill-yard type activities TargetSolutions features:

- Aerial Ladder
- Arson
- Driver Training
- Emergency Ops
- Fire Prevention
- Fire Pump
- Fire Suppression
- Forcible Entry
- Hazardous Materials
- Hose
- Hydrants/Streets
- Ladders
- Management
- Pre/Post Incident
- Preventative Maintenance
- SCBA Inspections
- Technical Rescue
- US&R
- Vehicle Repair



DRIVER'S LICENSES SOLUTION

TargetSolutions Tracks Licenses and Alerts You When Expirations Are Approaching.

It's not easy for organizations to manage all of the various renewable licenses that expire on an ongoing basis. TargetSolutions can help. Whether it's a driver's license, an instructor's license, an EMT's license, or any other type of license people in your organization need to maintain, it can be tracked with TargetSolutions' powerful records management system. And best yet, TargetSolutions' alerts and notifications are there to keep you informed when licenses approach or expire.

Keep Your Licenses Up to Date.

Maintain Licenses and Other Types of Qualifications.

With TargetSolutions you'll be able to create and assign electronic forms for your employees to complete after they've completed, renewed and updated their licenses. It doesn't matter what type of license your employees need to maintain. With TargetSolutions, you'll have an intuitive recordkeeping system that tracks all of your critical information. You can also set e-mail alerts so employees are reminded of approaching deadlines and help keep them on track.

DRIVERS LICENSE (CLASS B OR C)

[Manage Credentials](#) > Drivers License (Class B or C)

Credential Options

Categorized under **REQUIRED LICENSES**
 Pinned to top of user schedule
 Viewable and/or editable by user
 Requires expiration date, number

Users

263 users currently enrolled in this credential
 0 users have missed the deadline
 1 users are approaching the deadline

Alerts (6) **Add Alert**

MESSAGE	WHEN	WHO	INDIVIDUAL	DELIVERY
Our records indicate that your CA Drivers License expires in 90 days. Please take the necessary actions to maintain mandatory currency of your license.	90 days before expiration	User		Email Notifications
FINAL NOTICE: Our records indicate that your CA Drivers License expires in 30 days. We remind you that working with an expired drivers license may result in discipline and/or termination.	30 days before expiration	Administrator User		Email Notifications
EXPIRATION ALERT: Our records show that your CA Drivers License is expired. It is ILLEGAL to perform your assigned duties until this matter is resolved.	On expiration date	Administrator User		Email Notifications

Track all types of license, including driver's licenses, EMT certifications and other types of qualifications with TargetSolutions.



EMS RECERTIFICATION SOLUTION

Manage Your EMS Recertification with TargetSolutions' Innovative Technology.

You are responsible for ensuring your emergency responders are legally qualified to perform their jobs. To keep them in compliance and minimize your organization's exposure, TargetSolutions has developed the ground-breaking Credentials application. This innovative, easy-to-use tool gives you control over what training your employees need to fulfill their credentials. EMTs and paramedics across the country can manage their continuing education requirements with TargetSolutions.

Maintain Certification with TargetSolutions.

The Industry's Leader in Online Training for Emergency Responders.

TargetSolutions is a pioneer in web-based training services for public entities. With more than 160 hours of EMS recertification training, we've worked hard to build the industry's most robust online course catalog. TargetSolutions' convenient training features engaging interactions and captivating lessons. TargetSolutions is accepted in almost every state, so you'll be compliant with federal, state and local regulations.

“ I know for a fact we are saving money by doing it this route. It can be very time consuming and expensive scheduling instructor-led training. The more we can push out this way, the better.”

**STEVE POFFENBERGER,
West Shore EMS, Penn.**

EMT				
My Credentials > Web-Credentials EMT				
Requirements				
TOPIC	REQUIRED	APPLIED	NEEDED	COMPLETED
Airway/Ventilation	6 Hours	3	3	3
Medical	18 Hours	9	9	9
Operations	2 Hours	2	0	4
Patient Assessment	4 Hours	4	0	5
Pediatric	6 Hours	3	3	3
Preparatory	6 Hours	5	1	5
Special Considerations	6 Hours	4	2	4
Trauma	6 Hours	4	2	4
Additional Units	18 Hours	3	15	0
Total	72	37 (51%)	35	37

Whether it's EMT-Basic, EMT-Paramedic or any other EMT credential, TargetSolutions has the ability to combine required continued education courses into a comprehensive package.



FIRE RECERTIFICATION SOLUTION

TargetSolutions Made Its Mark Providing Firefighters with Valuable Online Training

If you're in a state that allows a percentage of fire recertification training to count through an online provider, TargetSolutions features courses based on the NFPA codes and standards, including NFPA 1001 (FF I & II), 1021 Company Officer, and the 1500 series. TargetSolutions courses also cover wildland fire, emergency response to terrorism, first responder operations level refreshers, and much more. Even better, you'll be able to thoroughly track all of your offline training activities.

Benefit from Pre-Training Coursework.

Train, Track, Report with TargetSolutions Powerful System.

Some states mandate annual recertification for firefighters. But firefighters everywhere will find great value in TargetSolutions, which offers hundreds of courses designed to make federal, state and local requirements more easily attainable. With TargetSolutions, completing a portion of necessary training hours is cheaper and convenient. It's also great pre-training that will make time spent on the training ground, conducting hands-on exercises, more valuable.

Receive Timely Alert Notifications.

Recertification is Complex. TargetSolutions Makes It Easier.

TargetSolutions' powerful technology system features alert notifications that make sure key stakeholders, including battalion chiefs, training captains, line personnel, know assignment details, including important deadlines. Alerts help you keep your staff in compliance. TargetSolutions has built a system for delivering training, tracking completions and reporting results.

“ We ask our members to review an online TargetSolutions (assignment), and take a test afterward to prepare themselves for when they arrive at an in-service or a training event to do the skills portion. This has allowed us to take something that would normally be two hours long and condense it down into an hour.”

MICHAEL BAKER,
Tulsa Fire Department, Okla.





INSPECTION CHECKS SOLUTION

Keep Comprehensive Records of Your Department's Various Inspections.

There is no shortage of responsibility for those who work in the fire service. Some of the key chores firefighters face at every fire station across the country are mandatory inspections. Whether it's routine analysis of self-contained breathing apparatus, personal protective gear, truck or engine equipment, or anything else under the station's roof, it needs to be checked. Regularly. TargetSolutions provides departments like yours with the tools they need to track that information.

Ensure Inspections Are Completed.

TargetSolutions Simplifies Mandatory Checks for the Fire Service.

SCBA and PPE need to be compliant with NFPA standards. Hose hydrant pressure needs to be tested. Station maintenance and safety inspections need to be conducted. Trucks and tools need to be monitored. All of this has to happen. It also has to be tracked. To ensure all inspections are completed on time, TargetSolutions has created a solution for tracking inspection activities. TargetSolutions is able to easily load any type of check or inspection form into your department's site. After inspections are conducted and activities are completed, departments can count on exceptional records that verify critical information.

INSPECTION CHECKS OVERVIEW

Here are some examples of various types of inspections you can track with TargetSolutions:

- Ambulances
- Command Vehicles
- Daily Vehicle Maintenance
- Drugs Check Off
- Engines
- Fire Protection Systems
- Ground Ladder Maintenance
- Hydrant & Flow Testing
- Nightly Firehouse Check
- Personal Protective Equipment
- Portable Fire Extinguisher
- Pre-Engineered Systems
- Rescue Boat
- Self-Contained Breathing Apparatus
- Specialty Vehicle
- Tools
- Trucks



ISO COMPLIANCE SOLUTION

TargetSolutions' ISO Training Tracker Works Wonders for Fire Departments.

If you're like most training officers, you've had your share of headaches preparing for a review by the Insurance Services Office. TargetSolutions' ISO Training Tracker application eliminates surprises, so fire departments always know where personnel stand. By setting up the ISO tracker, departments are able to maintain their ISO records, allowing them to meet ISO standards for reporting. This powerful tool was created to make the entire ISO training and tracking process as easy as possible.

Training Built for ISO.

Deliver ISO-Specific Training Buckets Created by TargetSolutions.

Assign ready-made training assignments to your employees that cover requirements for driver training, officer training, hazmat training, company training and facilities training. TargetSolutions has created "buckets" – consisting of online training courses and customized activities of offline training – built specifically to meet ISO's training standards. Great detail went into the preparation of these credentials, so your staff will receive the perfect combination of training.

Reporting Built for ISO.

Generate Comprehensive Reports That ISO Will Love.

After your crew has completed assignments, TargetSolutions' recordkeeping system automatically tracks completions and can generate detailed reports structured perfectly for ISO's reviewing process. With TargetSolutions, ISO will have little trouble reviewing your records.

“TargetSolutions has created a records system that clearly allowed our organization to comply (with its ISO review). The process of completing the training section of the report for ISO was seamless. We were able to extract all required information and complete a comprehensive report for the ISO inspector.”

GUY KEIRN,
Pinellas Park Fire Department, Fla.

Requirements 100%				
TOPIC	REQUIRED	APPLIED	NEEDED	COMPLETED
Driver Training	0 Hours	0	0	0
HazMat Training	3 Hours	3 *	0	8
Mult - Company Drills	24 Hours	24 *	0	96
Officer Training	12 Hours	8	4	8
Pre-Plans	0 Hours	0	0	0
Company Training	240 Hours	240	0	184.43
Total	279	275 (99%)	4	296.43

If you're looking to improve your department's ISO rating, TargetSolutions' ISO Compliance Solution is the tool for you.



JAC CODE SOLUTION

Capture More Data. Make More Money. Reimbursements with TargetSolutions.

In these tough economic times, it's important for departments to take advantage of every revenue opportunity possible. The California Fire Fighter Joint Apprenticeship Committee (CFFJAC) is an apprenticeship training program encompassing nearly all paid occupations found in the California Fire Service. If your department is participating in the CFFJAC training program, it can track completion of all JAC training using TargetSolutions' powerful online training and records management system.

Include a JAC Code in Your Training.

Use TargetSolutions to Document Training and Activities.

Clients can use Activities Builder to easily assign and track the completion of training and routine tasks such as inspections, drills, exercises, hands-on training, and acceptance of policies and SOPs, among many other compliance-related activities. Platform managers can create a tracking activity with a corresponding JAC identification number. TargetSolutions has already assigned a three letter JAC code to all applicable TargetSolutions training courses. If your state participates in a different state or federal reimbursement program for training, please contact TargetSolutions to learn more about our powerful reporting capabilities.

TRAIN. TRACK. REPORT.

With TargetSolutions' JAC reporting solution you will have the ability to do the following:



Automatically track JAC codes for completed training assignments.



Assign, deliver and track training by CFFJAC apprentices.



Easily report monthly training records to CFFJAC to receive credit.



NIMS-ICS SOLUTION

Training Tied to FEMA’s Website Can Be Delivered, Tracked with TargetSolutions.

Operational crew members are required to obtain certain training for preparation for when emergencies strike. Vital Incident Command System training principles need to be delivered, tracked and recorded so agencies can show personnel are ready for the challenge. That’s where TargetSolutions comes in. We’ve compiled 10 different courses from FEMA and with TargetSolutions, you’ll be able to easily deliver, track and report NIMS training.

Manage Critical Disaster Preparedness Training. After Delivering Training, Use TargetSolutions to Track Completions.

TargetSolutions’ powerful Credentials application helps departments operate more efficiently and productively. By bundling courses together with customized alerts, it’s easier for training officers to manage important training requirements like NIMS-ICS. TargetSolutions has a ready-made solution – consisting of 10 varying modules straight from FEMA’s website. This training covers everything from introductory material to NIMS IS-800. These courses answer how operational personnel should manage emergencies, from preparedness to recovery, regardless of their cause, size, location or complexity. With TargetSolutions, delivering, tracking and reporting NIMS-ICS training is simplified.

All Industries: NIMS, ECS, IS Training	
NAME	DESCRIPTION
NIMS ICS 100	Introduction to the Incident Command System (ICS 100) from the FEMA website.
NIMS ICS 100.sca	NIMS Introduction to Incident Command System for School from the FEMA website
NIMS ICS 200	ICS for Single Resources and Initial Action Incidents (ICS 200) from the FEMA website.
NIMS IS 701	NIMS Multiagency Coordination Systems from the FEMA website.
NIMS IS 702	NIMS Public Information from the FEMA website.
NIMS IS 703	NIMS Resource Management from the FEMA website.
NIMS IS 704	NIMS Communications & Information Management from the FEMA website.
NIMS IS 775	EOC Management & Operations from the FEMA website.
NIMS IS-700	Introduction to the National Incident Management System (NIMS) from the FEMA website.
NIMS IS-800	An Introduction to the National Response Framework from the FEMA website.

TargetSolutions comes with National Incident Management System ICS training activities that platform managers can easily import and assign to employees.



POLICIES & SOG COMPLIANCE SOLUTION

Easily Deliver Electronic Documents and Verify Compliance with E-Signatures.

If you are responsible for managing an organization, no matter how big or small, you have information that absolutely needs to be delivered. Whether it's a new policy, an SOG, or anything related to compliance, there is no way around it. But how do you make sure all personnel have received, comprehend and agree to critical documents? It can be difficult. TargetSolutions was built to make the entire process – from creation, to dissemination, to recordkeeping – more efficient.

Manage Documentation with Confidence.

Attach Policies to Assignments and Deliver to Your Personnel.

TargetSolutions' innovative activity-building tool makes it easy for you to attach any type of electronic document imaginable and deliver it to members of your organization. Make sure every document has an e-signature to ensure it has been viewed and then track completions. With TargetSolutions, you can rest easily knowing your organization has delivered critical communications to key stakeholders.

Manage Your Organization with Confidence.

Create Anything You Want and Deliver It Through TargetSolutions.

It's not just critical policies, SOGs and training activities that you can deliver with TargetSolutions. Need to test your employees fitness level? Assign TargetSolutions ready-made **Fitness Program Review**. Need to analyze organizational risk? Deliver our **General Office Risk Assessment Activity**. Want to know how comfortable your employees feel about their working environment? Deliver the **Ergonomics Survey**. The system comes loaded with pre-made activities, including **Weekly Apparatus Tool Check**, **Wildland PPE Inspection**, **Forcible Entry**, **Sexual Harassment Policy**, **On-the-Job Accident Incident Report Forms**. They're all ready made and trackable with TargetSolutions.

“ With TargetSolutions we can now build an SOP, put it in TargetSolutions and record when it has been completed. We now have 100 percent certainty that everyone who works here has read something and that they've got it. To me, that's brilliant and something I wouldn't be able to do unless I were here 24 hours a day.”

AL SCHLICK, Wauconda Fire District, Ill.



POST-INCIDENT REPORTING SOLUTION

TargetSolutions Helps Departments Keep Real-Life Experiences From Going To Waste.

Like all professions, emergency responders gain knowledge through experience. With TargetSolutions, your department's personnel can learn from other members' encounters. By creating post-incident activity forms that require responders to report important details about recent emergencies, your crew will have endless resources. Whether it's a car accident, a noteworthy medical incident, or a raging fire, it can all be made into lesson material for your entire crew to learn from.

Let Emergency Response Dictate Training.

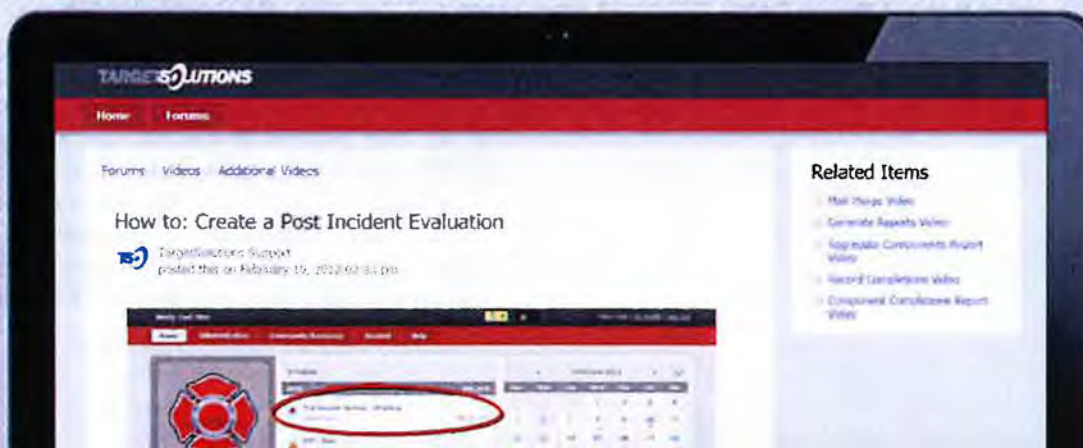
Create Training Activities to Address Real-Life Deficiencies.

When emergencies strike, first responders are tested. All of their hard work training comes to light. Deficiencies are also brought to light. Post-incident reports give training managers great insight into upcoming training opportunities. The TargetSolutions system also makes it easy to document unplanned and on-the-spot training that is conducted immediately after emergencies.

Always Be Training for the Future.

Be Prepared for Incidents by Leveraging Previous Experiences.

You can designate and deliver activities covering Pre-Fire Orientation or Pre-Incident Planning by analyzing what went right or wrong during a previous incident. You can include audio from emergency calls, CAD text, to provide play-by-play. Show emergency scene notes that may give your crew insight into future incidents. TargetSolutions makes it possible to document real-life experiences, receive credit toward training hours and prepare for future incidents.



TargetSolutions' Help section features "How to" videos that give platform managers tips on creating activities like Post-Incident Evaluations.



PRE-PLANNING REPORTS SOLUTION

Create Detailed Pre-Planning Reports Outlining Specific Details Prior to Training.

Pre-planning reports are critical to fire departments for numerous reasons. Not just for the documentation that pre-planning inspections of local facilities have in fact taken place, but in the completion of training activities. Simulated training using pre-plans prepares crews for critical challenges they'll see when pressed into action. TargetSolutions gives you the ability to create detailed electronic pre-planning forms, track inspections and receive training credit for time spent.

Always Be Prepared.

Creating Pre-Planning Reports Makes ISO Inspections Much Easier.

Electronic forms for various building inspections are important during ISO inspections. With TargetSolutions, you'll have the ability to effectively track and report information related to pre-planning. You'll also be able to receive training hours for time spent conducting reviews. Your department will be able to detail information, like the various types of building construction, facility dimensions, fire hydrants, sprinkler systems, and more, that are critical during simulated training activities.

PREVIEW ACTIVITY

[Activities Builder](#) > [Cooper City: Embassy Lakes Professional Plaza \(2525 Embassy Drive\)](#) > [Preview Activity](#)

ISO: PRE-FIRE PLANNING INSPECTIONS, NFPA 1620:

Cooper City: Embassy Lakes Professional Plaza (2525 Embassy Drive)

Please review the attached pre-fire plan.

 [Cooper City: Embassy Lakes Professional Plaza \(2525 Embassy Drive\)](#)

I have read and understand the document above.

Training Type

Review of pre-fire plans.

Date Complete

08/26/2013  7:00 AM  *

With TargetSolutions' Pre-Planning Reports, you can document training hours spent analyzing local facilities. TargetSolutions' recordkeeping system ensures you receive training hours for all types of training.



PROBATIONARY EVALS SOLUTION

Document Everything Your Firefighters Do During Their Probationary Periods.

Probationary and apprentice firefighters need training activities built to help them grow as emergency responders. Fire departments need to make sure these individuals are gaining proficiencies. With TargetSolutions, you can deliver the Apprentice Firefighter Daily Performance Evaluation, which gives platform managers the chance to rate how an apprentice firefighter performed during a given shift. Or you can create your own set of training activities tied to performance.

Tracking Tools That Make a Difference.

Make Sure Your Employees Are Up to Speed with TargetSolutions.

Utilize TargetSolutions' Activities Builder to create a set of customized resources that cover various mandatory skills and knowledge an apprentice will need after their probationary period and throughout their career. From administrative requirements, like new-hire documentation, to monthly skill testing like ventilation and ladders, TargetSolutions is a great tool for delivering mandatory training and tracking its completions.

Probationary Firefighter Sign Off

By submitting this evaluation as complete, you are agreeing that you have read and understood the officer's evaluation of your efforts.

Firefighter Signature *

Yes, I have read and understood the evaluation

[Submit as Complete](#) [Save Changes](#) [Cancel](#)

Platform managers can deliver probationary evaluations to employees through TargetSolutions and then require e-signatures to confirm they have reviewed the evaluation.



RMS INTEGRATION SOLUTION

TargetSolutions' Online System Is Capable of Integrating with Third-Party Software

If you're looking for an online training system that is compatible with other service providers, look no further. TargetSolutions can meet your integration needs. If you have the resources in-house, or ability to hire a contracted programmer, TargetSolutions will provide them the information and tools to integrate your experience. The platform has been built to receive data from other systems, as well as export data to third-party software providers through its API Solution for programmers.

Built to Take Data In.

Import Roster Information From Other Systems Into TargetSolutions.

Simplifying roster changes is important to fire departments. If your department is using a third-party system for roster information, TargetSolutions has an API for receiving that data. We take pride in the fact we have created a powerful, yet easy-to-use system that is compatible and capable of integrating with other systems.

Built to Push Data Out.

Export Completion Data From TargetSolutions Into Other Systems.

TargetSolutions has developed an API to allow clients to access training record data without logging in. Once the API is in place, retrieving training record data can be done with no human interaction whatsoever – saving time and increasing operational efficiencies.

TargetSolutions Offers APIs Capable of the Following:

- ✓ Create a new user
- ✓ Inactivate a user
- ✓ Modify user profile information
- ✓ Add and remove users from groups
- ✓ Add, remove and edit groups
- ✓ Manage supervisor rights
- ✓ Manage user Credentials
- ✓ Completion reports
- ✓ Incomplete assignment reports
- ✓ Credential reports

REST Protocol and Hiring a Professional Software Services Group:

The API was written using a standard REST protocol and can be used to interact with any third party system capable of similar interaction. In order to use the API, you will need to have a programmer available with a working understanding of RESTful APIs, which is very common in the programming world and can be easily outsourced to a qualified service provider. More information is available at <https://developers.targetsolutions.com>.



SEXUAL HARASSMENT SOLUTION

Increase Training, Track Completions and Reduce Overall Organizational Liability.

There are reportedly more than 11,000 charges of sexual harassment each year. The impact of these claims is devastating, not just on the victim, but on lost work time and legal damages. That's why TargetSolutions is a must-have risk management tool for public entities. Our sexual harassment courses help you prevent costly incidents from happening. You can also combine our training with your own Sexual Harassment Policy to ensure everyone understands the ramifications.

Avoid Huge Mistakes with Training.

Proactive Training Educates Employees and Prevents Incidents.

TargetSolutions offers more than 1,000 online training courses, including Sexual Harassment Awareness and Sexual Harassment for Supervisors. These courses have been taken more than 80,000 times by our clients. Organizations in California with more than 50 employees are required by law to have all supervisors complete a two-hour sexual harassment course every two years. TargetSolutions' training meets mandatory training for public entities. The U.S. Department of Labor estimates more than \$1 billion is lost each year due to sexual harassment. For public entities, these incidents can be crippling.

Quality Training and Applications.

Engaging Courses and Powerful Tools Make a Difference.

TargetSolutions realizes how critical this training is to the health of an organization. That's why we've worked hard to make our courses the industry's best. Training utilizes engaging interactions and innovative features that enhance learning. Courses have been put through a rigorous creation process. TargetSolutions also allows you to deliver your own policies that can be delivered to employees, require an e-signature requirement and tracked for recordkeeping.



SKILL SHEETS & TASK BOOKS SOLUTION

Make Sure Training Is Working with Activities That Challenge Proficiencies.

With TargetSolutions' Skill Sheets & Task Books Solution, your first responders will always be at the top of their game – you can make sure of it. By delivering assignments to test employees' skills and knowledge, platform managers will know their employees' competencies. Best of all, you can track specific data electronically, run comprehensive reports and easily export to spreadsheets. TargetSolutions makes training management easier.

Create Reports in the Field.

A System That Makes It Easier to Log Employees' Skills and Abilities.

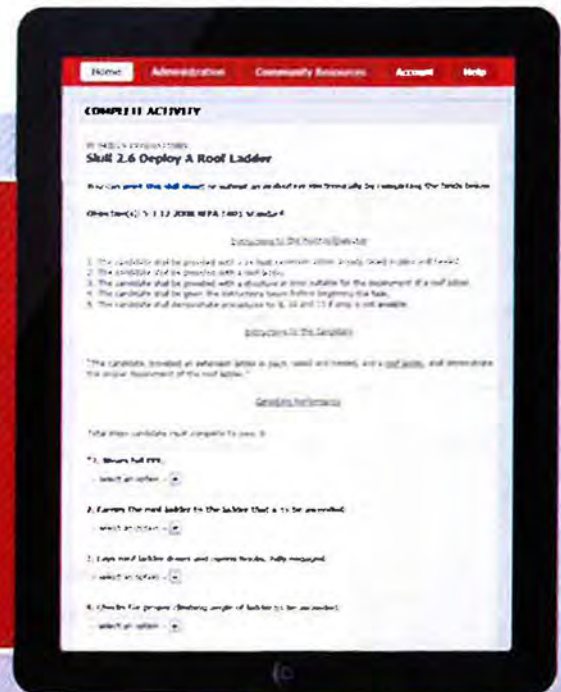
TargetSolutions can help you implement job-specific activities meant to test your employees' skills as they look to move up the ladder. This is the type of training departments have conducted for years. In many cases, skills are reported on paper and then stored in the office cabinet. With TargetSolutions, training forms are filled out – just like always – and results are logged electronically. With mobile devices, tracking in-the-field skill training is easy and convenient. And TargetSolutions' support staff can help transition training docs into electronic activities in TargetSolutions.

SKILL SHEETS & TASK BOOKS

Here are examples of some of the different skills you can log with TargetSolutions:

- ACLS Skills
- BMO Skills
- CPR Skills
- Driver Task Book
- EMT Medical Skills
- Immobilization Skills
- Lieutenant Task Book
- Marine FF Manipulative
- Paramedic Task Book
- Recertification Skills
- Trauma Skills
- Ventilation Skills

If you'd like more information on how TargetSolutions can help a department create various skill sheets and task books, please contact us today at (800) 840-8048.





USAR SOLUTION

Prepare Your Crew for Disasters and Track Training Records with TargetSolutions.

Urban search-and-rescue is considered a multi-hazard discipline. These special skills are needed for a variety of emergencies, including earthquakes, floods, hazardous materials, hurricanes, terrorist activities, tornadoes and typhoons, among others. To prepare for these types of situations, your crew will need to go through total training. With TargetSolutions, you'll have the tools you need to track mandatory hands-on training requirements and obtain certification.

Be Ready to Answer the Bell.

Manage USAR Recertification Requirements with TargetSolutions.

To become certified and eligible to conduct certain types of rescue missions, emergency responders need to undertake precise Urban Search & Rescue training. Keeping personnel certified is another challenge for departments to manage. With TargetSolutions, you can easily create assignments for all types of USAR activities – including Rope Rescue, Structural Collapse, Trench and Excavation, and more – you can log training location, instructor, hours, etc. With quality records, you'll be able to report on employees' USAR compliance.

CREATE NEW ASSIGNMENT

🔍 USAR |

All Activities

- USAR (FLUSAR) Train-the-Trainer
- USAR Master Trainer: Confined Space
- USAR Master Trainer: Rope Rescue
- USAR Master Trainer: Structural Collapse
- USAR Master Trainer: Trench and Excavation
- USAR Master Trainer: Vehicle/Machine Extrication

Inside TargetSolutions' platform, there is a powerful search engine to help platform managers locate specific activities like USAR training.



WILDLAND TRAINING SOLUTION

TargetSolutions' Courses Make Perfect 'Pre-Training' Before Tracking Hands-On.

When it comes to fighting fires, training is extremely critical. Every burn season, firefighters across the country are reminded. With TargetSolutions, you'll have access to online courses that serve as tremendous refresher material prior to conducting hands-on activities. The combination of online pre-training and hands-on exercises will prepare your crew for the challenge. In addition, TargetSolutions' powerful system makes it possible to track vital information and run comprehensive reports.

Engaging Wildland Training Courses.

Deliver the Industry's Most Dynamic Online Training to Your Firefighters.

TargetSolutions has created quality, engaging online training focused on wildland fire incidents. RT-130: Annual Wildland Fire Safety Refresher is a four-module course covering several aspects of wildland firefighting, including fundamentals of safety in wildland firefighting operations, wildland fire behavior and strategies for predicting changes in behavior that could lead to hazardous conditions, situational awareness and injury prevention. TargetSolutions also offers S-190 Introduction to Wildland Fire, which is based on the National Wildfire Coordinating Group training CD-ROM.

Lessons Learned in a Burn Out Operation

When wildland fire operations do not go as planned, serious injuries and loss of life and property can result. This lesson examines a recent incident in which a wildfire behaved unexpectedly, threatening the safety of crew members conducting burn out operations ahead of the flames.

▶ Click to watch video

TargetSolutions' new RT-130 four-module course covers several aspects of wildland firefighting, including fundamentals of safety in wildland firefighting operations, wildland fire behavior and strategies for predicting changes in behavior that could lead to hazardous conditions, situational awareness and injury prevention.



TRAINING SYSTEM OVERVIEW

Are you tired of tracking training data like it's the 1950s? Are you sick of wasting time sorting through endless paper stacks? Are you still trying to ensure critical staff accountability with handmade signatures and outdated spreadsheets? If you're ready to maximize your department's efficiency and take training into the 21st century, you're ready for TargetSolutions' powerful, industry-leading online training and records management system.

TRAINING MADE EASY

TargetSolutions provides departments with 24/7 access to self-paced training. Our comprehensive online training library features more than 250 hours of Fire and EMS recertification courses, making compliance easier than ever. Scheduling, managing and documenting all training activities is simple with TargetSolutions.

CRITICAL ALERT NOTIFICATIONS

TargetSolutions arms organizations with tools to create and oversee key compliance tasks, manage and distribute organizational policies and track the status of user certifications. With the platform you can assign, monitor and document all mission-critical activities to help ensure that state and federal laws — as well as departmental policies — are being followed.

COMMUNICATE EFFECTIVELY

TargetSolutions' powerful system enables an interactive exchange of information and data throughout an organization. It makes accounting and tracking communications easier with e-signatures and gives employees a vehicle for delivering feedback.

RELIABLE TECHNOLOGY

TargetSolutions is committed to providing the industry's most reliable platform. We've invested in the very best technology to ensure our system is fast and dependable. We're proud of the fact our system consistently exceeds 99.9 percent uptime.

MANAGE RISKS

TargetSolutions enables departments to define, measure and monitor the key risk metrics that help keep employees safe and protect assets. The platform includes comprehensive risk mitigation tools, making it possible for departments to analyze the fundamentals of their organization and take action where needed.

IMPROVE DECISION MAKING

TargetSolutions features instant visibility to a broad range of risk drivers across an organization. Site administrators can identify key metrics, run reports, benchmark operating levels and implement corrective actions. A powerful reporting engine generates real-time reports on training records and the status of compliance tasks. The platform also includes a dashboard overview.

SIMPLIFY RECORDKEEPING

TargetSolutions makes it possible to create, assign and track the completion of all training, deliver and manage employee acknowledgement of policies, document compliance-related activities and store documents in a password-protected online database.

EXCEPTIONAL CUSTOMER CARE

TargetSolutions is dedicated to providing world-class customer service. Our platform is engaging, intuitive and easy to use. But we're available 24/7 to help. We'll work hard to make sure our services exceed your expectations and provide an excellent ROI.

TargetSolutions | Features & Benefits

More than 2,000 government agencies nationwide use TargetSolutions' powerful online training and records management system to manage their training program. The platform is an exceptional and comprehensive tool that offers time-saving applications. Below are some of the platform's features and benefits.

FEATURES

BENEFITS



ORGANIZATION & USER PROFILES

Easily Manage Site Access: Site administrators can easily manage and update their employees' levels of access to the platform.



ASSIGNMENT SCHEDULER

Effectively Deliver Courses: Members can schedule online training courses and customized organizational-specific activities with TargetSolutions.



ALERT NOTIFICATIONS

Stay Compliant at All Times: Set up e-mail alerts specific for each employee to inform site administrators (and the employee) when expirations and deadlines approach. The platform also features a prominently displayed notification system warning users when assignments need attention.



GENERATE REPORTS

Analyze Risk Data in Real Time: Departments can generate, analyze, save and print statistics covering the status of assignments, credentials and more. Key metrics are also easily viewed on the platform's data dashboard.



COMMUNITY RESOURCES

Utilize Shared Training Resources: Exclusive access to training videos, policies, best practices feature articles from industry experts, inspection forms and much more from other organizations across the country. Shared resources can be downloaded and delivered with ease.



FILE CENTER

Store Files and Go Paperless: Departments can store organizational resources, including policies, new-hire documentation, and any other type of file they want in a password-protected and centralized online location.



EVENTS MANAGER

Streamline Event Record Keeping: Site administrators can create, schedule and track organizational events, including instructor-led training events, live meetings, etc. This tool gives site administrators the ability to track user registration for events and set e-mail notification alerts.



CUSTOM CONTENT DELIVERY & TESTS

Customize Training and Ensure Accountability: Departments can deliver organizational-specific content, including videos, policies, SOGs and much more. Require e-signatures to verify employees have received content. Easily create and deliver automatically graded tests, inspections, evaluations, etc.



TRAINING MANAGEMENT

Keep Your Department on the Fast Track: Your department can track and maintain licenses, certifications, qualifications and all other types of information. Everything can be tagged with alerts so it won't go unnoticed. Tracking training has never been easier.

TRAINING CATALOG OVERVIEW

With TargetSolutions' online training you can cost effectively deliver quality content and track compliance for your entire organization. We've been serving emergency responders for more than a decade and built up the most comprehensive online course library in the industry. Our catalog features valuable Fire and EMS recertification courses that have met stringent accreditation standards by numerous regulatory agencies.

For more information on TargetSolutions' course catalog, please check online at www.targetsolutions.com.



FIRE & EMERGENCY MEDICAL SERVICES

TargetSolutions is the No. 1 provider for Fire and EMS web-based training with a catalog featuring 250 hours of accredited recertification courses. Fire curriculum covers valuable NFPA material – including the 1500 Series, the 1001 Series Firefighter I & II and 1021 Company Officer training – as well as other topics like wildland fire, emergency response to terrorism, and much more. EMS continuing education courses allow first responders of all levels to complete recertification requirements in an engaging and easy-to-use format. Courses cover the following categories: Airway, Medical, Operations, Patient Assessment, Preparatory, Special Considerations and Trauma.



EMERGENCY VEHICLE OPERATOR

TargetSolutions offers EVO driving safety courses created specifically for emergency responders to reduce motor vehicle losses, which are some of the costliest but least addressed issues public entities face. EVO curriculum is designed to change unsafe driving behavior and courses have been tailored to meet the varied needs of emergency vehicle operators. Courses cover both Fire and Law Enforcement driver training.



HUMAN RESOURCES

With TargetSolutions, organizations can cost-effectively deliver quality courses to employees designed to increase safety comprehension, change unsafe behaviors and decrease claims. TargetSolutions has been serving public and private entities' training needs for more than a decade and has hundreds of training courses in its web-based catalog. Courses are self-paced and cross-browser compliant with cutting-edge interactions.



OSHA & COMPLIANCE

TargetSolutions' online courses can be used to help comply with OSHA and other federal and state regulatory agency training mandates. Complete all of your required compliance training courses online, eliminating the logistic issues inherent in traditional training methods. OSHA & Compliance courses cover the following categories: General Safety, Environmental Awareness, Human Resources and supervisor-related course topics.

TargetSolutions | Fire Training Course Catalog

TargetSolutions' course catalog delivers more than 250 hours of Fire & EMS courses for emergency responders. Courses are based on the NFPA's codes and standards, including NFPA 1001, 1021 and the 1500 Series. Courses also cover wildland fire, response to terrorism, and much more.

NFPA 1500 Series

This series of courses is designed specifically for the fire industry and meets the NFPA 1500 code requirements. These courses were developed in conjunction with the NFPA, and specific content experts at the NFPA participated in their creation.

- Advanced HAZWOPER Awareness (Mods. 1-4)
- Bloodborne Pathogens Safety
- Combustible & Flammable Liquids
- Compressed Gas Safety
- Confined Space Entry
- CPR Academic
- Driving Safety
- Hazard Communication
- Hazmat Spill Prevention & Control
- Hazmat Transportation
- Laboratory Safety
- Materials Handling, Storage, Use & Disposal
- Personal Protective Equipment
- Respiratory Protection
- Welding Safety

NFPA 1001 Series / Firefighter I & II

TargetSolutions has a complete library of Firefighter I & II awareness and refresher level courses based on NFPA codes and standards.

- Building Construction
- Fire Behavior
- Fire Control
- Fire Department Communications
- Fire Detection, Alarm & Suppression Systems
- Fire Hose
- Fire Prevention and Public Education
- Fire Streams
- Firefighter Orientation and Safety
- Firefighter Personal Protective Equipment
- Firefighting Foams
- Forcible Entry Into a Structure
- Ground Ladders
- Loss Control
- Portable Extinguishers
- Protection of Evidence of Fire Origin & Cause
- Rescue and Extrication
- Self-Contained Breathing Apparatus
- Vehicle Extrication
- Ventilation
- Water Supply

NFPA 1021 / Company Officer

TargetSolutions has developed a complete line of company officer awareness and refresher level courses based on NFPA codes and standards.



For more information on TargetSolutions' courses for firefighters please check online at www.targetsolutions.com.

- Action Plan Implementation
- Assuming the Role of the Company Officer
- Budgeting
- Community Awareness
- Company-Level Training
- Elements of Supervision and Management
- Fire Department Communications
- Fire Department Structure
- Fire Investigation
- Fire and Life Safety Inspections
- Firefighter Safety and Health
- Government Structure
- Incident Response Safety
- Incident Scene Communications
- Incident Scene Management
- Information Management
- Labor Relations
- Leadership as a Group Influence
- Legal Responsibilities and Liabilities
- Pre-Incident Planning
- Professional Ethics
- Public Education Programs

General

- Fire & EMS Grant Writing
- Fire Industry Driver Intersection Safety
- Fire Industry Driver Operator
- Fire Industry Introduction to Wildland Fire Behavior

S-190 Introduction to Wildland Fire

Based on the National Wildfire Coordinating Group training CD-ROM. Course features extensive audio, video, and flash interactions.

Module I: Basic Concepts of Wildland Fire

Module II: Topography and Fuels

Module III: Weather **Module IV:** Wildland Fire Behavior

RT-130 Annual Wildland Fire Safety Refresher

This four-module, eight-hour Wildland Fire Safety Refresher reviews the fundamentals of wildland fire firefighting. Included in the modules are discussions of topics recommended for the US National Interagency Fire Center (NIFC) Annual Refresher.

Emergency Response to Terrorism

This introductory guide for first responders is essential for those who may be among the first to arrive at an incident of suspicious origin. It is intended to be a general introduction to basic concept and consists of four training modules, each requiring approximately 45 minutes to complete.

Module I: Terrorism in Perspective

Module II: Incidents and Indicators

Module III: Self-Protection

Module IV: Scene Control, Notification and Coordination

First Responder Operations Level Refresher

This four-module, eight-hour course is designed to be a refresher for the Operations Level Responder to Hazardous Materials Incidents. The course consists of four training modules and fulfills the requirements of NFPA 472 and 29 CFR 1910.120(q).

TargetSolutions | EMS Continuing Education Course Catalog

TargetSolutions offers a comprehensive catalog of online EMS continuing education courses that are accepted in most states. TargetSolutions allows first responders, EMT-Basics, EMT-Intermediates and EMT-Paramedics to complete their mandated requirements in an engaging and easy-to-use format.

Preparatory

- Back Injury Prevention
- Clinical Decision-Making
- Common Infectious Pathogens
- Cultural Diversity for EMS Providers*
- Diet & Nutrition
- Health & Wellness
- HIPAA Awareness
- HIV/AIDS Awareness*
- Infectious Disease Control
- Medical, Ethical, and Legal Issues
- Protecting Yourself From Influenza
- Therapeutic Communications
- Workplace Stress

Medical

- Acute Respiratory Distress Syndrome Advanced
- Allergies and Anaphylaxis Advanced
- Allergies and Anaphylaxis Basic
- Altered Mental Status Advanced
- Altitude Emergencies*
- Aquatic Emergencies*
- Behavioral Emergencies Advanced
- Behavioral Emergencies Basic
- Carbon Monoxide Poisoning
- Cardiac Emergencies Advanced
- Cardiac Emergencies Basic
- Cardiovascular A&P Review
- Complete Resuscitation: Integrate Post Care
- Date Rape Drugs*
- Diabetic Ketoacidosis Advanced
- Endocrine System Emergencies Advanced*
- Environmental Emergencies Advanced
- Environmental Emergencies Basic
- Epilepsy
- Fundamentals of 12 Lead ECG Operation and Interpretation
- Heat Illness and Emergencies
- Hematology
- H1N1 (Swine Flu)
- Intraosseous Infusion Advanced
- Intro to Arrhythmias: Escape Rhythms and Premature Complexes
- Intro to Arrhythmias: Tachy-arrhythmias and Fibrillation
- Managing Cardiac Arrest: During and After Resuscitation*
- Medication Errors
- Methamphetamines*
- MRSA Infections
- Non-Traumatic Abdominal Injuries
- Non-Traumatic Chest Pain
- Operating an AED
- Pharmacology Advanced*
- Pharmacology Basic

TargetSolutions features more than 160 hours of EMS recertification courses in its web-based library.



- Poisoning and Overdose
- Pre-hospital Pulmonary Embolism Care
- Renal Failure Advanced
- Respiratory Emergencies Advanced
- Respiratory Emergencies Basic
- Toxicology and Substance Abuse Advanced
- Understanding the Basics of ECGs

Trauma

- Abdominal Trauma Advanced
- Abdominal Trauma Basic
- Amputation Injuries
- Bleeding and Shock Advanced
- Bleeding and Shock Basic
- Bomb Blast Injuries Advanced
- Burn Management Advanced*
- Burn Management Basic
- CNS Injuries Advanced
- CNS Injuries Basic
- Femur Fractures
- Gunshot Wounds*
- Head and Facial Emergencies Advanced
- Injuries and Infections of the Eye
- Kinematics of Trauma
- Musculoskeletal Injuries Advanced
- Musculoskeletal Injuries Basic
- Pediatric Trauma Advanced*
- Pelvic Fractures Advanced
- Spinal Cord Injuries
- Thoracic Emergencies Advanced
- Thoracic Emergencies Basic
- Traumatic Injuries to the Head and Brain Advanced*
- Traumatic Injuries During Pregnancy

Airway

- Advanced Airways: Intubation and Beyond*
- Airway Management Advanced*
- Airway Management Basic
- Blind Nasotracheal Intubation
- Capnography
- The Mechanics of Breathing
- Orotracheal Intubation
- Respiratory System: A&P Review
- Suctioning the Patient Airway
- Supplemental Oxygen
- Tracheostomies Advanced*

Patient Assessment

- Assessing the Patient with Major Trauma*
- Communication and Documentation
- Patient Assessment Advanced
- Patient Assessment Basic
- Pediatric Assessment
- Rapid Trauma Assessment
- Special Challenges in Patient Assessment*

Special Considerations

- Bariatric Patients
- Geriatric Behavioral Emergencies*
- Geriatric Emergencies Advanced
- Geriatric Emergencies Basic
- Geriatric Hip Injuries
- Managing Chronic Care Patients
- Neonatology Advanced*
- Obstetrical Emergencies Advanced*
- Obstetrical Emergencies Basic
- Patient Abuse and Assault*
- Patients with Special Challenges
- Pediatric Airway Management Advanced*
- Pediatric Cardiac Arrest Advanced*
- Pediatric Emergencies Advanced*
- Pediatric Emergencies Basic*
- Pediatric Shock Advanced*
- Sudden Infant Death Syndrome (SIDS)

Operations

- Crime Scene Awareness*
- Confined Space Entry
- Driving Safety
- Emergency Response to Terrorism (Modules 1-4)
- Hazard Communication
- Introduction to Hazardous Materials*
- Managing Multiple Casualty Incidents (MCIs)
- Medical Extrication & Rescue*

>> Please note EMS courses with an asterisk are more than one hour in duration

TargetSolutions | EVO, OSHA & HR Course Catalog

Our Emergency Vehicle Operator courses offer departments a convenient, easy-to-use solution to reduce motor vehicle losses, one of the costliest but least addressed losses in the workplace. OSHA and Human Resources courses are also available to meet external and internal mandatory training requirements.

Driver Training Curriculum

Courses designed to change unsafe driving behavior and reinforce key safe driving concepts. Courses tailored to meet the varied needs of emergency vehicle operators.

Fire Department Driver Training

- Accidents & Emergencies
- Adjusting to Changing Conditions
- The Dangers of Speeding
- Defensive Driving Strategies
- Distracted Driving
- Driver Safety Orientation
- Emergency Vehicle Characteristics
- Emergency Vehicle Operations
- Impaired Driving
- Intersection Safety
- Legal Considerations
- Safe Backing
- Seat Belt & Airbag Safety
- Securing Materials for Transportation
- Vehicle Inspection and Maintenance
- Vehicle Safety and Security

OSHA & Compliance

TargetSolutions online courses can be used to help comply with OSHA, DOT, and other federal and state regulatory agency training mandates.

Environmental Awareness

- Advanced HAZWOPER Awareness (modules 1-4; eight hours)
- Asbestos Awareness
- Combustible & Flammable Liquids
- Compressed Gas Safety
- Confined-Space Entry
- Hazard Communication
- Hazmat Spill Prevention & Control
- Hazmat Transportation
- Laser Safety
- Lead Awareness
- Materials Handling, Storage, Use & Disposal
- Radiation Safety

General Safety

- Advanced Construction Safety (Modules 1-4)
- Aerosol Transmissible Diseases
- Back Injury Prevention
- Bloodborne Pathogens Safety
- Building Evacuation and Emergencies
- Cal/OSHA 300 Log
- Computer Security Awareness
- CPR Academic

- Driving Safety
- Electrical Safety
- Eye Safety
- Fall Protection
- Fire Extinguisher Safety
- Fire Prevention Safety
- Forklift Safety
- General Construction Safety
- General First Aid (Part 1 & 2)
- General Office Ergonomics
- Hand & Power Tool Safety
- Hearing Conservation
- HIV/AIDS Awareness
- Incident Investigation
- Indoor Air Quality
- Industrial Ergonomics
- Laboratory Safety
- Ladder & Scaffolding Safety
- Laser Safety
- Lock-Out / Tag-Out
- Machine Guarding
- Office Safety
- Personal Protective Equipment
- Red Flag Rules (Identity Theft Protection)

Health & Fitness

- Diet & Nutrition
- Health & Wellness

Human Resources

The Human Resources bundle has been designed to supplement our core course catalog and provide training that is relevant and essential to all employees.

- Alcohol-Free Workplace
- Customer Service
- Drug-Free Workplace
- Ethics in the Workplace
- General HIPAA Awareness

- Sexual Harassment Awareness
- Workplace Diversity
- Workplace Stress
- Workplace Violence

Employment Practices for Supervisors

This program provides an overview of employment practices encountered in the workplace for individuals tasked with making employment decisions.

- Anger, Conflict, and Violence in the Workplace
- Dealing with Issues of Alcohol and Substance Abuse
- Discipline and Termination
- Employment Practices Overview
- Interviewing and Hiring
- Performance Management
- Preventing Discrimination in the Workplace
- Reasonable Suspicion of Alcohol for Supervisors
- Reasonable Suspicion of Drugs for Supervisors
- Sexual Harassment for Supervisors
- Understanding Employee Leave

California AB 1825 Sexual Harassment

Designed to comply with California law, this course is an ideal solution for helping supervisors prevent and respond to incidents of sexual harassment.

California AB 1234 Board of Directors and Trustees

This program is designed specifically to address California's AB 1234 ethics training requirement for local agency officials. This course introduces public servants to their responsibilities on various ethical issues.



For more information about TargetSolutions' online training catalog, please check online at www.targetsolutions.com or call us toll-free at (800) 840-8048.

SECTION VIII

H

AN ORDINANCE AUTHORIZING AND APPROVING THE CITY OF BELTON, MISSOURI THROUGH ITS FIRE DEPARTMENT TO ENTER INTO AN AGREEMENT FOR NEW APPARATUS GARAGE BAY DOORS FOR FIRE STATION #1 WITH MR DOOR, INC., BELTON, MISSOURI.

WHEREAS, Fire Station #1 was finished in April of 1988 and has eight apparatus bay garage doors and these garage doors have had a lot of use over the last 29 years and have started to be a maintenance problem; and

WHEREAS, the current department's repair company says the doors and openers are old and are having difficulty finding parts to replace when needed; and

WHEREAS, the department had started to budgeted \$28,000 each year to replace two doors at a time starting with FY-16. We decided to wait until FY-18 and use money from FY-17 and FY-18 and purchase more at one time to get a better price; and

WHEREAS, the department did some work on contacting companies to see where we were at on cost and found, if we make a few changes to the style of doors we purchase, we can do all eight of them at one time, for the price of four of the current old style. We solicited sealed bids that were due on March 6, 2017; and

WHEREAS, the department received four bids in total and City Clerk Patti Ledford and I opened the bids on Monday, March 6, 2017, at 10:15 AM. I have reviewed all four bids and decided that Mr. Door, Inc., meets all of the bid requirements, is the lowest bid, and a Belton business.

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 agreement with Mr. Door Inc. to provide eight new apparatus bay garage doors to Fire Station #1.

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

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

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

READ FOR THE FIRST TIME: May 9, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2017.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

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

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

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



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

DATE: May 2, 2017 AGENDA DATE: May 9, 2017

ASSIGNED STAFF: Norman K. Larkey Sr., Fire Chief

DEPARTMENT: Fire

Approvals

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

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

ISSUE/REQUEST

Need for new garage doors, openers and controls for Fire Station #1.

PROPOSED CITY COUNCIL MOTION

Approve the Ordinance authorizing the City of Belton to approve an agreement with Mr. Door, Inc, Belton, Mo 64012 for new garage doors for Fire Station #1.

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

The department has had a need to replace the apparatus bay doors at Fire Station #1. The department had started to budgeted \$28,000 each year to replace two doors at a time starting with FY-16. We decided to wait until FY-18 and use money from FY-17 and FY-18 and purchase more at one time to get a better price.

We did some work on contacting companies to see where we were at on cost and found, if we make a few changes to the style of doors we purchase, we can do all eight of them at one time, for the price of four of the old style.

We solicited sealed bids that were due on March 6, 2017. We received four bids in total and City Clerk Patti Ledford and I opened the bids on Monday, March 6, 2017, at 10:15 AM.

I have reviewed all four bids and decided that Mr. Door, Inc., meets all of the bid requirements, is the lowest bid, and a Belton business.

I have attached a spreadsheet with all of the bids and information.

IMPACT/ANALYSIS:

These eight doors are original to the station which was built in approximately 1988. The current department's repair company says the doors and openers are old and are having difficulty finding parts to replace when needed. All of the doors are very drafty in the winter and are allowing cold air inside.

Originally the department was looking at replacing the doors to match the current raised panel look but found a flush mount woodgrain door that can be purchased cheaper than what is there and allow us to have savings by purchasing all eight at one time.

These new doors will reduce the cost of maintenance to zero with a slow increase over time.

The new doors will be insulated better and have stronger openers. We also went with a 50,000 open cycle spring on all of the doors because 10,000 is standard and we break springs regularly.

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	\$ 40,725
Amount Budgeted:	\$ 43,000
Funding Source:	Capital Outlay/ Garage Door Replacement and /Capital Building Fund
Additional Funds:	\$ 0.00
Funding Source:	N/A
Encumbered:	\$ 0.00
Funds Remaining:	\$ 2,275

TIMELINE:	START:	FINISH:
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OTHER INFORMATION/UNIQUE CHARACTERISTICS:

The monies allocated for this project will be rolled from FY17 to FY18.

STAFF RECOMMENDATIONS:

Approve recommendation by staff.

Action and Date:

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Bid specification sheet.
- Bid spreadsheet with all of the Bids and information.
- Information from Mr Door, Inc, describing their product.
- Mr Door, Inc., bid.

GENERAL CONTRACT

This contract is made and entered, by and between M.R. Door, Inc., herein after referred to as CONTRACTOR and City of Belton, MO., a municipal corporation, herein after referred to as the CITY.

RECITALS

- A. WHEREAS, the CITY desires to obtain certain services described hereunder from the CONTRACTOR;
- B. AND WHEREAS, the CITY agrees to engage the CONTRACTOR as an Independent Contractor to perform such services and the CONTRACTOR hereby agrees to provide such services to the CITY.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. EFFECTIVE DATE/START DATE

The effective date of this contract will be on May 24, 2017.

2. DAYS TO COMPLETE OR COMPLETION DATE

The CONTRACTOR will have 45 days to complete the scope of work.

3. PERMITS/LICENSES REQUIRED

No City of Belton, MO building permits are required for this scope of work.

4. INSURANCE

The Certificate of Liability Insurance is attached as Exhibit A.

5. PREVAILING WAGE

All labor used in the construction of this public improvement shall be paid a wage no less than the prevailing hourly rate of wages of work of a similar character in this locality as established by the Department of Labor and Industrial Relations (Federal Wage Rate) or state wage rate, whichever is higher.

6. WARRANTY

- a. All doors and hardware are warrantied according to the manufactures warranty and is attached as Exhibit B.

- b. All Openers are warrantied according to the manufactures warranty and is attached as Exhibit C.
- c. All workmanship from M.R. Door, Inc. is warrantied for one (1) year and is attached as Exhibit D.

7. SCOPE OF WORK

The CITY hereby appoints CONTRACTOR to provide the following Services to CITY:

- a. Install 8-14'2"x14'6"Commercial overhead doors, Model 3200 steel/steel sectional door
- b. 50,00 cycle springs
- c. Section 3 to be Full View
- d. Commerical Tan in Color
- e. Install 8-T501 Heavy Duty Commercial Openers with built in auto closer timer
- f. 3-Button control station
- g. Photo-Eye-System
- h. 4 stop/go signal, red/green light
- i. 15 additional remotes
- j. Remove Existing Doors and Haul Away of all Old Material

The CONTRACTOR shall conduct the Services in accordance with specifications set by the City and the CONTRACTOR shall at all times observe and comply with all federal and state laws or regulations applicable to this Agreement.

8. STANDARD OF PREFORMANCE

The CONTRACTOR hereby agrees that it shall follow the highest professional standards in performing all Services to be provided under this Agreement and that all work will be done in accordance with the 2012 International Building Code.

9. NECESSARY INFORMATION & MATERIALS

The CITY will be solely responsible to supply the CONTRACTOR all information, materials, data, specifications and documents for measuring and preparation work necessary to perform the Services agreed under this Agreement. CITY acknowledges and agrees that the accuracy of financial information supplied to CONTRACTOR is the sole responsibility of the CITY. CONTRACTOR shall not be held responsible for the production of inaccurate financial statements, records and billings, or any other financial reports if the financial data submitted by the CITY is inaccurate.

10. INDEPENDENT CONTRACTOR

The CONTRACTOR shall provide the Services as an independent contractor and the CONTRACTOR shall not act as an employee, agent or broker of the CITY. As an independent contractor, the CONTRACTOR will be solely responsible for paying any and all taxes levied by applicable laws on its compensation. The CONTRACTOR understands

that the CITY will not withhold any amounts for payment of any taxes from CONTRACTOR's compensation.

11. PAYMENT

During the term of this Agreement, the CITY shall pay the CONTRACTOR for its Services under this Agreement the sum of \$40,725. Payment shall be made when the project is complete following receipt of CONTRACTOR's invoice for the Services. The invoice will be paid within 30 days of submitted invoice.

12. CONFIDENTIALITY

The CONTRACTOR in the course of performing the Services hereunder, may gain access to certain confidential or proprietary information of the CITY. Such "Confidential Information" shall include all information concerning the business, affairs, products, marketing, systems, technology, customers, end-users, financial affairs, accounting, statistical data belonging to the CITY and any data, documents, discussion, or other information developed by the CONTRACTOR hereunder and any other proprietary and trade secret information of the CITY whether in oral, graphic, written, electronic or machine-readable form. The CONTRACTOR agrees to hold all such Confidential Information of the CITY in strict confidence and shall not, without the express prior written permission of the CITY, (a) disclose such Confidential Information to third parties; or (b) use such Confidential Information for any purposes whatsoever, other than the performance of its obligations hereunder. The obligations under this Section shall survive termination or expiration of this Agreement.

13. TERMINATION

If a party violates its obligations to be performed under this Agreement, the other party may terminate the Agreement by sending a ten (10) days' notice in writing. Upon receiving such notice, the defaulting party shall have ten (10) days from the date of such notice to cure any such default. If the default is not cured within the required ten (10) day period, the party providing notice shall have the right to terminate this Agreement.

14. ASSIGNMENT

The CONTRACTOR shall not assign any of their rights under this Agreement, or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the CITY and any Attempt by the CONTRACTOR to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business

hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

CITY:

Fire Chief Norman K. Larkey, Sr
Belton Fire Department
16300 N. Mullen Rd
Belton, MO 64012

CONTRACTOR:

Randy D. Lawrence, Sr
M.R. Door, Inc.
415 Cherry ST
Belton, MO 64012

16. GOVERNING LAW

This Agreement is to be construed in accordance with and governed by the internal laws of the State of MO., and the County of Cass, USA.

17. DISPUTE RESOLUTION

All disputes under this Agreement shall be settled by arbitration in Cass County, Missouri, before a single arbitrator pursuant to the commercial law rules of the American Arbitration Association. Arbitration may be commenced at any time by any party hereto giving written notice to the other party to a dispute that such dispute has been referred to arbitration. Any award rendered by the arbitrator shall be conclusive and binding upon the party's hereto. This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator in accordance herewith shall be final and binding without right of appeal.

18. SEVERABILITY

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.

19. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY

DAMAGES, INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION, DAMAGES FOR LOSS OF PROFITS, INCURRED BY THE OTHER PARTY ARISING OUT OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NEITHER PARTY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT SHALL EXCEED THE AMOUNTS PAID TO CONTRACTOR DURING THE 12 MONTHS PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM OR ACTION BY CITY.

20. ENTIRE AGREEMENT; AMENDMENT

This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the parties.

21. WAIVER

The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

22. CAPTIONS

The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

CITY
By: _____
Name: _____
Title: _____
Date: _____

CONTRACTOR
By: _____
Name: _____
Title: _____
Date: _____



CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT
A

OF ID. VD

DATE (MM/DD/YYYY)

03/08/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mike Kelth Insurance, Inc. PO Box 388-103 W. Franklin Clinton, MO 64735 Turtis Cooper	CONTACT NAME:	
	PHONE (A/C, No., Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #: MRDOO-1	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED M.R. Door, Inc. 415 Cherry Street Belton, MO 64012	INSURER A: First Comp	
	INSURER B: America First Insurance Co.	36919
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

NSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR / WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		CCP8190572	09/29/2010	09/29/2017	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					
	<input checked="" type="checkbox"/> POLICY	PRO-JECT				
	AUTOMOBILE LIABILITY					COMBINED SINGL F. LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	HIRED AUTOS					\$
	NON-OWNED AUTOS					\$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC0112102-07	06/05/2016	06/05/2017	E.L. EACH ACCIDENT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	DESCRIPTION OF OPERATIONS					E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
City of Belton 506 Main Street Belton, MO 64012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Diana Armstrong</i>

Clopay® Commercial Product Limited Warranty

Models 3200, 3211, 3213, 3220, 3300

For a period of ten (10) years from the date of the purchase of your door, if a door section rusts through due to the paint finish cracking, checking or peeling (losing adhesion), as verified upon inspection by persons authorized by Clopay, we will replace or otherwise restore (at our option) any such defective door sections.

In addition, for a period of one (1) year from the date of your purchase of your door, we will repair or replace (at our option) any door section, parts or hardware that is defective in material or workmanship.

Further, for a period of five (5) years from the date of your purchase of your door, we will repair or replace (at our option) any door section that delaminates.

We will pay all labor and materials costs associated with any repair work described above, however, labor costs associated with the removal and reinstallation of any repaired sections and the installation of replacement sections will be your responsibility.

This warranty extends to and benefits only the original purchaser of the door and to normal usage when the door has been installed and maintained in accordance with the manufacturer's instructions.

Our warranty does not cover these items:

WE WILL NOT PAY FOR ANY DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, CAUSED BY OR RESULTING FROM A DEFECTIVE DOOR SECTION, PARTS OR HARDWARE. Some states do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you.

Our warranty shall not extend to or cover deterioration due to rust resulting from damage to the door section finish caused by fire, other accident or casualty, vandalism, radiation, harmful fumes or foreign substances in the atmosphere, or occurring as a result of any physical damage after the door left our factory, or failure to provide reasonable, necessary and proper maintenance. Nor shall our warranty extend to or cover any damages or claims with respect to any products that in any way or degree have been altered, processed, misused or improperly handled or installed.

If your door does not conform to this warranty, notify us in writing at the following address promptly after discovery of the defect: Clopay Building Products Company, 8585 Duke Blvd, Mason OH 45040.

WE MAKE NO OTHER WARRANTIES, REPRESENTATIONS, OR COVENANTS, EXPRESS OR IMPLIED, WITH RESPECT TO THIS PRODUCT, AS TO ANY MATTER WHATSOEVER, EXCEPT FOR ANY "IMPLIED WARRANTY" AS THAT TERM IS DEFINED IN THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT, SUCH IMPLIED WARRANTIES TO BE LIMITED IN DURATION TO A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

KEEP THIS DOCUMENT FOR YOUR RECORDS - DO NOT REMIT

Door Model _____

Installation Company _____

Address _____

City _____ State _____ Zip _____

Date of Purchase _____



© 2010 Clopay Building Products Company, Inc.,
A Griffon Company



STANDARD FEATURES:

DUAL VOLTAGE CONNECTIONS

Increase flexibility by enabling the installer to select the required voltage, within phase, to meet job site requirements.

Within phases, voltage is selectable at the time of installation, with the placement of a connector:

- Single-Phase: 115V and 230V
- 3-Phase: 208V, 230V and 480V
- 480V is a discrete model without field-selectable voltage.

EMERGENCY DISCONNECT

Disconnects operator from door for manual lifting in an emergency.

CONTROL FUNCTION SELECTOR DIAL

Enables easy selection and programming of *LiftMaster* trolley function-start pressure to close, to specialized timer to close functionality. Tailored to your needs.

TIMER-TO-CLOSE

Automatically and confidently closes the commercial door substantially after a predetermined amount of time has elapsed for added security and peace of mind.

CONTINUOUS-DUTY HIGH-STARTING TORQUE MOTOR

Performs in demanding industrial overhead door applications.

MOTOR REMOVABLE WITHOUT AFFECTING LIMIT SWITCH SETTINGS

Power for and motor, for maintenance.

ADJUSTABLE FRICTION CLUTCH

Helps to protect door and operator from damage should the door meet an obstruction.

MID-STOP

Enables partial opening of door to a preprogrammed position for easy loading, time savings and convenience.

MAXIMUM RUN TIMER

Reverses or stops door if closing time exceeds expected to prevent damage to door and operator.

DELAY-ON-REVERSE CIRCUIT

Prevents abrupt reversal of door resulting wear on the door and operator system.

3-BUTTON CONTROL STATION WITH MAINTENANCE ALERT SYSTEM (MAS)

Provides open, close, stop functions and notification with maintenance alert system.

SPECIFICATIONS:

SECURITY • 2.0" RADIO RECEIVER

Standard on 480V and 115V 50 Hz applications. Accommodates up to (100) wireless remote controls. 3-Button remote controls offer up to (50) wireless remotes or up to (10) hardwired DIP switch remotes.

MOTOR

Continuous duty, high starting torque motor with instant reverse and overload protection. Available in 1/3, 1/2, 3/4 and 1 HP, single or three phase. Capacitor start on single phase. Removable without affecting limit switch settings.

WIRING TYPE

Operators are factory preset to C2 wiring, providing momentary contact to open and stop, with constant contact to close. Maximum entrapment protection, using approved photo sensors or sensing edges is optional although recommended, when using C2, D1 or E2. All other wiring types: B2, 1, TS and FSIS can be selected with the assistance of an appropriately monitored entrapment protection device (*LiftMaster* CPS-12 photo eyes, *LiftMaster* OES monitored sensing edge, or a recognized sensing edge supported by the CPS-12, as examples). Logic 5-wire operators can only accept UL-Approved *LiftMaster* monitored entrapment protection devices.

CONTROL CIRCUIT

5V DC NEC Class 2.

DRIVE REDUCTION

First stage heavy-duty 5L V-belt; second and third stages 448, 367, 1.3 and 1.25HP and A11 (for 3/4 and 1HP) output chain on trolley.

BEARINGS/BUSHINGS

Industrial ball bearings on output shaft, heavy-duty ball thrust bearings on reduction shafts.

BRAKE

Standard on 3/4 and 1 HP operators. Replaceable on 1/2 HP, not available on 1/3 HP.

CONSTRUCTION

NEMA 1 type electrical box, heavy-duty 11 gauge steel housing with an extra powder coat finish, all reduction sprockets coated and hardened to shafts.

TROLLEY ROLLER CHAIN

A18 on 1/3 and 1/2 HP
A11 on 3/4 and 1HP

WARRANTY

Two Years

TECHNICAL INFORMATION:



		MAXIMUM DOOR AREA (SQ. FT.)		
HP	STANDARD SECTIONAL	Standard	Light	Heavy
		1/3	120	120
1/2	120	120	120	120
3/4	120	120	120	120
1	120	120	120	120

NOTE: On steel insulated doors, a 24-gauge steel use is assumed. If a heavy duty track panel is supplied, use the next higher HP rating recommended. Duty Cycle: Up to 25 per hour, up to 80-90 per day.





M.R. Door, Inc. provides a one (1) year labor warranty on new materials. The warranty covers labor for all Issues that are within our control. The labor warranty is void on damage or repairs needed due to no fault of M.R. Door, Inc.

NEW GARAGE BAY DOORS FOR FIRE STATION #1

The City of Belton, Missouri will be accepting sealed bids to replace the eight (8) garage bay doors at station #1, located at 223 Main St Belton, MO 64012. Sealed bids need to be submitted to the City Clerk at City Hall, 506 Main St., Belton, Missouri. Sealed Bids are due by Monday March 6, 2017 until 10:00 AM (Prevailing Local Time). Bids should be in a sealed envelope marked "New Garage Bay Doors for Fire Station #1".

The bids will be publicly open and read aloud at the City Hall, 506 Main St, Belton, Missouri.

The proposed bid will include the following:

1. 8 Steel Insulated Sectional Doors
2. 2" Steel Sandwich
3. Panel design: Flushed or Ribbed
4. Size Is 14'-2" W X 14'- 6" T
5. 50,000 Cycle Springs
6. Selection of Factory Painted Colors
7. One Full View Section with Insulated Glass in each Door
8. Heavy Duty gear Driven Openers
9. 15 Remote Openers
10. 3-Button Wall Controls
11. Photo-Eye-System
12. Built In Auto Closer
13. Red/Green Light Package, Pre-wiring of Door Closing on four (4) of the Doors
14. Remove Existing Doors and Haul Away of all Old Material

All labor used in the construction of this public improvement shall be paid a wage no less than the prevailing hourly rate of wages of work of a similar character in this locality as established by the Department of Labor and Industrial Relations (Federal Wage Rate) or state wage rate, whichever is higher.

The City of Belton, Missouri reserves the right to reject any or all bids.

For any other information or to visit the Station please call Battalion Chief Todd Yohe at (816)-331-7969.

GARAGE DOORS FOR STATION #1 BID INFORMATION

#	ITEM SPEC	RAYNOR	OMEGA	OVERHEAD	MR DOOR
1	STEEL INSULATED SECTIONAL DOOR	YES	YES	YES	YES
2	2" STEEL SANDWICH	26 GAUGE	27 GAUGE	24 GAUGE	24 GAUGE
3	INSULATION R-VALUE	18.3	19.4	7.35	9.1
4	INSULATION MATERIAL	POLYURETHANE	POLYURETHANE	POLYSTYRENE	POLYSTYRENE
5	3RD SECTION FULL VIEW INSULATED GLASS	1/2"	1/2"	1/2"	1/2"
6	50,000 CYCLE SPRINGS	YES	YES	YES	YES
7	FACTORY PAINTED COLOR EXTERIOR CHOICES	YES	YES	NO	YES
8	FACTORY PAINTED COLOR WHITE	YES	YES	YES	YES
9	GEAR DRIVEN COMMERCIAL DUTY OPERATOR	YES	YES	YES	YES
10	3 BUTTON WALL CONTROL	YES	YES	YES	YES
11	PHOTO EYES	YES	YES	YES	YES
12	RED/GREEN LIGHT PACKAGE	YES	YES	YES	YES
13	AUTO CLOSER TIMER	YES	YES	YES	YES
14	15 REMOTES	YES	YES	YES	YES
15	REMOVE EXSITING DOORS AND HAUL AWAY	YES	YES	YES	YES
16	INSTALL LIGHT KITS	YES	YES	YES	YES
17	RE-INSTALL ALL POWER AND CONTROL WIRING	YES	YES	YES	YES
18	PROGRAM ALL REMOTES	YES	YES	YES	YES
19	SURFACE TEXTURE	STUCO	STUCO	FLUSH	WOODGRAIN
20	PANEL DESGIN	FLUSH	PENCIL GROVED	RIBBED	FLUSH
21	WARRANTY PAINT RUST THROUGH	10 YR	10 YR	10 YR	10 YR
22	WARRANTY HARDWARE/WORKMANSHIP	1 YR	1 YR	1 YR	1 YR
23	COMPANY LOCATION	SHAWNEE MISSION, KANSAS	KANSAS CITY, KANSAS	OLATHE, KANSAS	BELTON, MISSOURI
24	BID AMOUNT	\$ 45,279.00	\$ 54,431.07	\$ 44,644.00	\$ 42,165.00



MR Door Inc

415 Cherry
Belton, MO 64012

Phone # 816-331-4663
Fax # 816-331-4868

mrdoorinc12@gmail.com

www.mrdoorinc.com

Name / Address
Belton Fire Department Main Street Belton, Mo 64012

Estimate

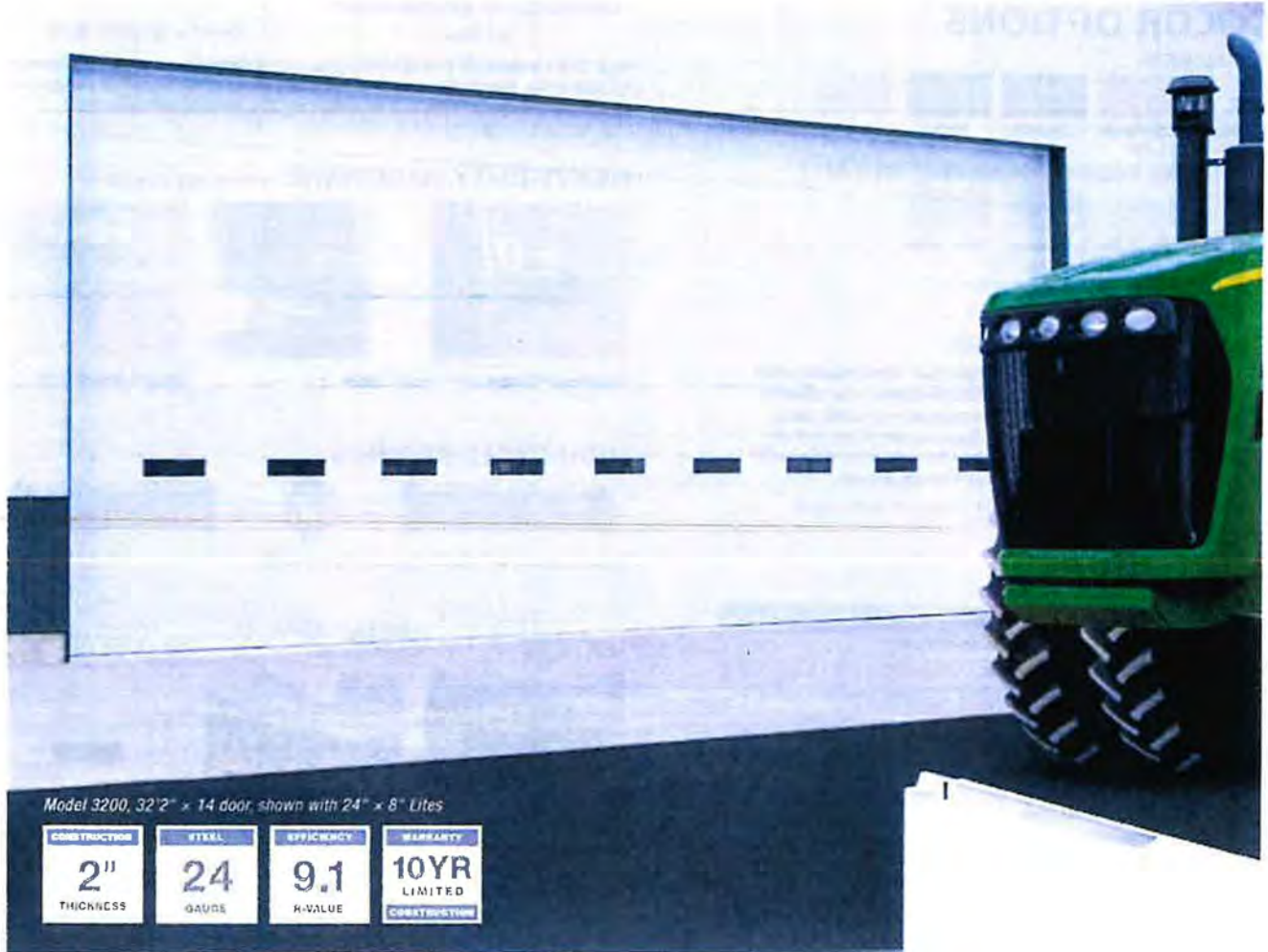
Date	Estimate #
2/7/2017	3

Project

Description	Qty	Cost	Total
Commercial installation-Model 3200 2" steel/steel insulated sectional door, 14'2"x14'6" 50,000 cycle torsion springs, standard lift track, reverse angle 15" radius Section 3 to be full vision window, commercial tan color	8	3,650.00	29,200.00
Commercial installation-T501 Heavy Duty Opener Built in auto close timer, 3 Button Control Station	8	1,195.00	9,560.00
Commercial installation, Stop-Go Signal, Red/Green Light	4	360.00	1,440.00
Commercial installation, Additional remotes	15	35.00	525.00
Installation prices include prevailing wage for all labor.		Total	\$40,725.00

Customer Signature _____

CLOPAY COMMERCIAL – MODELS 3200, 3211, 3213
energy series



POLYSTYRENE INSULATED STEEL DOORS

Clopay Models 3200, 3211 and 3213 are high quality doors designed for commercial and industrial facilities and provide the durability of a full 24 gauge, heavy-duty exterior steel skin in an energy efficient door system.

Polystyrene Insulation provides comfort, energy efficiency and quiet operation in every season.

Steel-Sandwich Construction enhances durability and strength.

3-Stage Paint Process delivers a maintenance-free finish.

Thermal Break enhances insulating properties for extreme energy efficiency.

Optional Accessories add functionality while complementing the building.



Panels are prepainted inside and out to inhibit rust. Hot-dipped, galvanized steel is painted with primer and given a tough oven-baked polyester top coat to provide the most rust-resistant steel door available. Ten-year warranty against rust-through.

PANEL DESIGNS

Minor Ribbed (3200)

Flush (3211)

Elegant Raised (3213)

COLOR OPTIONS

MODEL 3200



ADDITIONAL COLORS FOR MODELS 3211, 3213



* Not available on Models 3211 and 3213.
Due to the printing process, colors may vary.

CUSTOM PAINT OPTION



Color Blast™ offers more than 1,500 Sherwin-Williams® color options to complement your building design. Clopay's durable factory finish has been thoroughly tested and is backed by a five-year warranty.

Due to solar reflective formulation, most greater than an 8 LRV some colors may not be available.

FEATURES

STANDARD HARDWARE

- 18 gauge single-end stiles; 16 gauge double-end stiles
- PVC vinyl astragal with aluminum retainer
- Commercial 10-ball steel rollers (nylon tires available)
- Steel step plate and lift handle
- Heavy-duty galvanized end stiles
- Inside slide lock for increased security
- 19 gauge steel hinge support plates
- 2" (50.8 mm) or 3" (76.2 mm) track
- 10,000 cycle springs
- Galvanized aircraft cable with minimum 7:1 safety factor
- Variety of track configurations to meet building specifications

MATERIALS AND CONSTRUCTION

Panel Thickness	2" (50.8 mm)
Insulation	2" (50.8 mm) Polystyrene
R-value	9.1*
Thermal Break	Continuous silicone filled
Exterior Steel	24 gauge (.023" min.) (.58 mm)
Interior Steel	28 gauge (.015" min.) (.38 mm)
Exterior Surface	Stucco embossed, minor ribbed (3200) Woodgrain embossed, flush (3211) Woodgrain embossed, elegant raised (3213)
Max Width	3200: 32'2" (9.8 m); 3211/3213: 24'2" (7.4 m)
Max Height	3200: 24' (7.3 m); 3211/3213: 18' (5.5 m)
Exterior Colors	Standard White, Almond, Desert Tan, Sandtone, Commercial Tan, Chocolate, Black, Gray, Trinar White and Trinar Beige. Also available in Color Blast™.
Interior Color	Standard White
Limited Warranties	10-Year delamination 10-Year rust-through 1-Year material and workmanship

* Calculated door section R-value is in accordance with DASMA TDS-163.

For special sizes, applications and options, consult Commercial Information Assistance (CIA) at 1-800-526-4301.



For more information on these and other Clopay products, call 1-800-526-4301 or visit clopaycommercial.com



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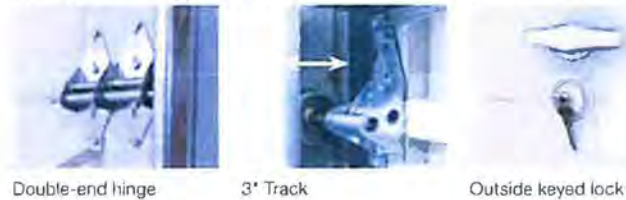
ADDITIONAL OPTIONS

WINDOW OPTIONS



Model 3200 is available with nominal insulated glass, nominal insulated tempered glass or tempered glass. Full vision section, prepainted standard white or chocolate; glazing options include DSB, plexiglass, wire and insulated glass. Models 3211 and 3213 are available with DSB, plexiglass and insulated glass.

HEAVY-DUTY HARDWARE (where not standard)



HIGH CYCLE SPRINGS



25,000, 50,000 or 100,000 cycle springs available.

MULLIONS



Carry-away, roll-away or swing-up mullions are available on select sizes.

BREAK-AWAY SECTION



Single section and double sections available on select sizes.

PASS DOOR



32' wide x 80' high (.81 m x 2.3 m), max 16'2" (4.9 m) wide section.

EXHAUST PORT



Can be cut into any type of sectional door. Available in select sizes.



WIND CODE® doors are available in many sizes and pressure ratings.



Upgrade your standard door with industrial-grade components.

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ENERGY SERIES

polystyrene insulated steel doors
r-values to 9.1

These high quality, polystyrene insulated steel sectional doors provide energy efficiency and reliable service under demanding conditions, making them ideal for use in municipal buildings, warehouses and shipping dock applications, or wherever value and energy efficiency is needed.

MODELS

Model	Section Thickness	Emboss	Ext. Skin Pattern	Ext. Steel Gauge	R-Value*	Thermal Break	Max Width	Max Height
3220	2"	Stucco	Flush	20 gauge	9.1	Thermally broken	26'2"	20'0"
3213	2"	Woodgrain	Raised panel	24 gauge	9.1	Thermally broken	24'2"	18'0"
3211	2"	Woodgrain	Flush	24 gauge	9.1	Thermally broken	26'2"	18'0"
3209	2"	Stucco	Minor Ribbed	24 gauge	9.1	Thermally broken	20'2"	18'0"

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ENERGY SERIES

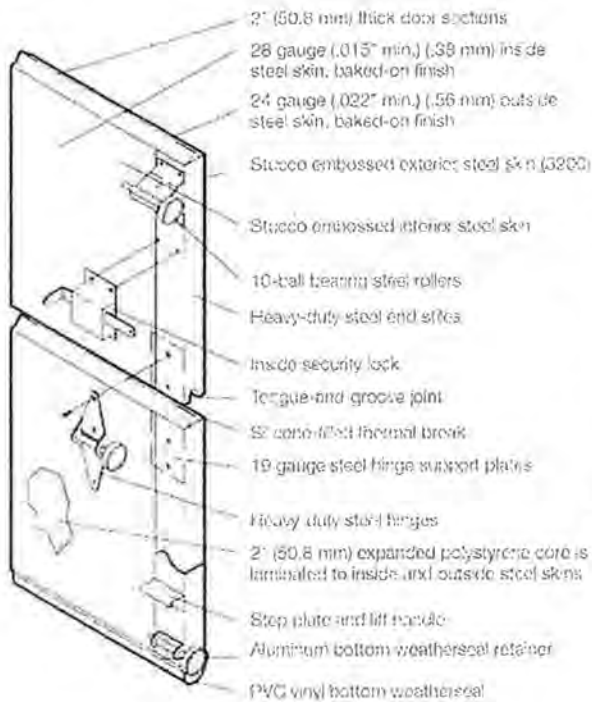
polystyrene insulated steel doors
r-values to 9.1

These high quality, polystyrene insulated steel sectional doors provide energy efficiency and reliable service under demanding conditions, making them ideal for use in municipal buildings, warehouses and shipping dock applications, or wherever value and energy efficiency is needed.



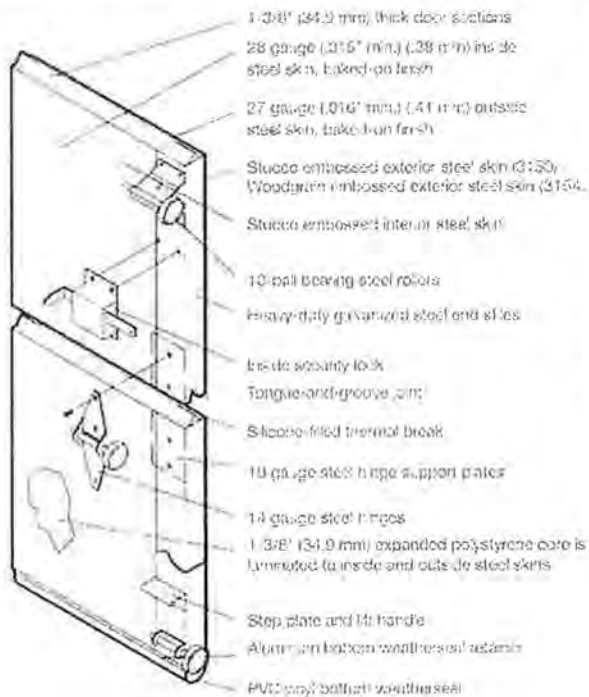
FEATURES & BENEFITS

MODEL 3200 / 3220



Panel Design:	2" thick stucco embossed steel with light ribbed (3200) or flush (3220) pattern
Steel Gauge:	24 gauge (.22" min) exterior (3200) 20 gauge (.034" min) exterior (3220) 27 gauge (.016" min) interior
Joint Design:	Tongue & groove section joint with silicone filled thermal break prevents cold or heat from passing through the section
Thermal Conductivity:	R-value 9.1*
Paint System:	3-stage paint process delivers maintenance free finish that resists rust perforation
Colors:	Pre-painted white, brown, tan or gray (3200) Pre-painted white or brown (3220) Trinar white (3200)
Limited Warranty:	10-year paint / 10-year delamination / one-year material & workmanship

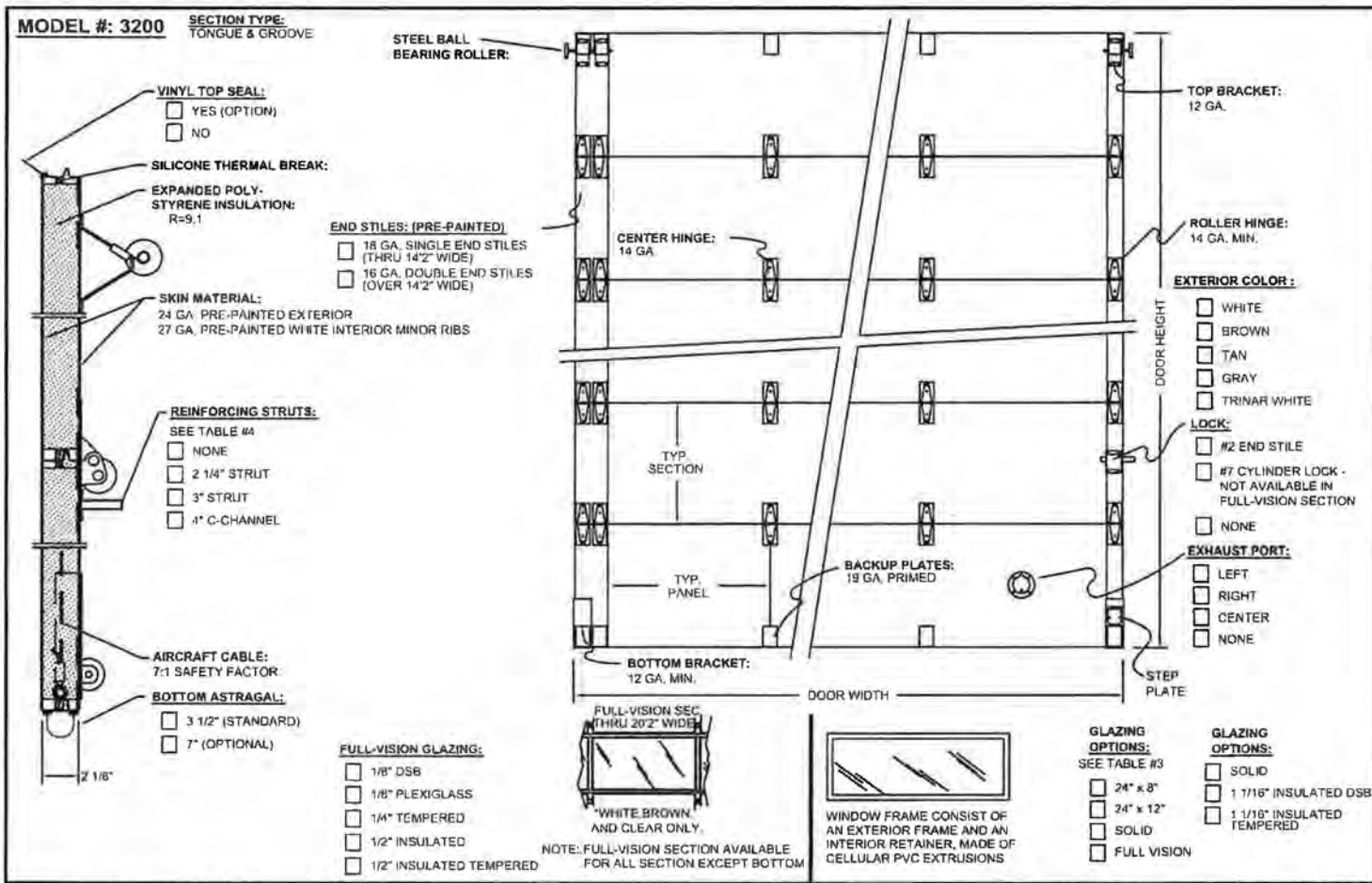
MODEL 3150 / 3154 / 3155



Panel Design:	1-3/8" thick stucco embossed steel with micro groove pattern (3150) 1-3/8" thick raised woodgrain embossed steel (3154) 1-3/8" thick flush woodgrain embossed steel (3155)
Steel Gauge:	27 gauge (.016" min) exterior; 27 gauge (.016" min) interior
Joint Design:	Tongue & groove section joint with silicone filled thermal break prevents cold or heat from passing through the section
Thermal Conductivity:	R-value 6.5*
Paint System:	3-stage paint process delivers maintenance free finish that resists rust perforation
Colors:	Pre-painted white, brown, commercial tan & gray (3150) Pre-painted white, brown, desert tan, hunter green, almond, sandtone, bronze (3154, 3155)
Limited Warranty:	10-year paint / 10-year delamination / one-year material & workmanship

*Calculated door section R-value is in accordance with DASMA TDS-163.

you may also like



	CUST. _____	MODEL # _____	QTY. _____	# OF SECTIONS HIGH (SEE TABLE #1) _____	SECTIONS TO GLAZE: _____	SHEET 'M-4R' DATE: _____ BID # _____ PAGE: _____ of _____
	JOB: _____	DOOR WIDTH: _____	# OF PANELS WIDE (SEE TABLE #2) _____	PANELS TO GLAZE: _____		
	ARCH: _____	DOOR HEIGHT: _____				
	CONT. _____					

REV. DECEMBER 2011

SECTION VIII

I

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SEVENTH AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND GROUP BELTON, LLC FOR IMPLEMENTATION OF THE Y HIGHWAY MARKET PLACE TAX INCREMENT FINANCING REDEVELOPMENT PLAN, AS AMENDED.

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

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

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

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

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

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

WHEREAS, by Ordinance No. 2013-3894, adopted by the City Council on March 26, 2013, the City Council authorized the City to enter into the Fourth Amendment to the Redevelopment Agreement, as amended, to, among other things, approve Arvest Bank as a permitted use upon Lot 5 of Crest Plaza ("Lot 5") of the Redevelopment Plan Area and approve the sale of Lot 5 to Arvest Bank pursuant to Section 29(A) of the Redevelopment Agreement and to approve certain leases within the Plan Redevelopment Area (the "Fourth Amended Agreement").

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

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

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

WHEREAS, by Ordinance No. 2016-132, adopted by the City Council on December 20, 2016, the City Council authorized the City to enter into the Sixth Amendment to the Redevelopment Agreement, as amended, to amend and extend the dates set forth in the Redevelopment Schedule (the "Sixth Amended Agreement"). The Redevelopment Agreement, as amended by the First, Second, Third, Fourth, Fifth and Sixth Amended Agreements are referred to hereinafter as the ("Amended Redevelopment Agreement.").

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

WHEREAS, Group Belton has further requested an extension of time to the Redevelopment Schedule all as set out within the Seventh Amended Redevelopment Agreement.

WHEREAS, the Parties have agreed to modify the "waterfall" provisions of **Section 21.C.** of the Amended Redevelopment Agreement in order to move reimbursement of the City's Reimbursable Redevelopment Project Costs into a senior position relative to Redeveloper's Reimbursable Redevelopment Project Costs; and

WHEREAS, Group Belton has further requested that the City modify the Amended Redevelopment Agreement, by the addition of a new **Section 19.E.**, to allow portions of the Redevelopment Area to be leased or sold to non-sales-tax-generating users.

WHEREAS, the Group Belton has requested that a medical clinic of a nationally recognized health care and hospital provider (the "Medical Clinic") be allowed as a permitted use upon Lot 6 of Crest Plaza ("Lot 6") of the Redevelopment Plan Area and that the City approve the sale or lease of Lot 6 to the Medical Clinic pursuant to **Section 29.A.** of the Amended Redevelopment Agreement.

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

WHEREAS, certain additional amendments related to modification of Redevelopment Project 2 to replace the originally proposed junior anchor building, which Group Belton has discussed with the City, cannot be implemented without consideration of those amendments by the TIF Commission after full and proper notice and hearing pursuant to the Act (the "Second Amended Plan").

WHEREAS, the City Council of the City of Belton will reasonably consider the Second Amended Plan and further amendments to the Amended Agreement upon its submittal by Group Belton to the City.

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

SECTION 1. That the Seventh Amendment to Amended Agreement, attached hereto as **Exhibit A**, is approved.

SECTION 2. That the Developers sale or lease of Lot 6 to the Medical Clinic pursuant to **Section 29.A.** of the Amended Redevelopment Agreement is hereby approved.

SECTION 3. That the City Council hereby directs Staff to expeditiously process the Second Amended Plan upon its submittal by Group Belton for consideration by the City Council.

SECTION 4. That the Mayor of the City is authorized and directed to enter into the Seventh Amendment to the Amended Redevelopment Agreement on behalf of the City.

SECTION 5. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

[Remainder of Page Intentionally Left Blank]

READ FOR THE FIRST TIME: May 9, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2017.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

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

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

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

Exhibit A to Ordinance No. 2017-_____

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

See following pages

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

BETWEEN THE

CITY OF BELTON, MISSOURI

AND

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

FOR IMPLEMENTATION OF THE

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

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

THIS SEVENTH AMENDMENT TO THE TAX INCREMENT FINANCING REDEVELOPMENT CONTRACT (this "Seventh Amendment"), entered into on _____, 2017, by and between THE CITY OF BELTON, MISSOURI, a municipal corporation ("City") and GROUP BELTON, LLC, a Missouri limited liability company (the "Developer," successor and assignee of the development rights granted to Crossroads at Belton, LLC ("Crossroads")), amends that certain Tax Increment Financing Redevelopment Contract dated December 14, 2010 ("Original Redevelopment Agreement"), as subsequently amended (as described below).

R E C I T A L S

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

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

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

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

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

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

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

the sale of Lot 5 to Arvest Bank pursuant to **Section 29(A)** of the Redevelopment Agreement and to approve certain leases within the Plan Redevelopment Area.

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

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

J. By Ordinance No. 2016-132, adopted by the City Council on December 20, 2016, the City Council authorized the City to enter into the Sixth Amendment to the Redevelopment Agreement, as amended, to amend and extend the dates set forth in the Redevelopment Schedule (the "Sixth Amended Agreement"). The Original Redevelopment Agreement, as amended by the First, Second, Third, Fourth, Fifth and Sixth Amended Agreements are referred to hereinafter as the ("Amended Redevelopment Agreement.").

K. By Ordinance No. 2017-___, adopted by the City Council on _____, 2017, the City Council authorized the Seventh Amended Agreement in order to:

(1) amend the dates set forth in **Section 6.C.** and **Exhibit F** of the Amended Redevelopment Agreement to extend the dates for performance;

(2) modify the "waterfall" provision of **Section 21.C.** of the Redevelopment Agreement in order to move a portion of the City's Reimbursable Project Costs into a senior position relative to the Developer's Reimbursable Projects costs as reflected in **Section 21.C.** of the Amended Redevelopment Agreement;

(3) amend **Section 19** of the Amended Redevelopment Agreement to add a new **Section 19.E.** in order to address certain leases to non-sales-tax-generating users and certain pad sales; and

(4) approve a medical clinic of a nationally recognized healthcare and hospital provider (the "Medical clinic") as a permitted use upon Lot 6 of Crest Plaza ("Lot 6") of the Redevelopment Plan Area and approve the sale of Lot 6 to the Medical Clinic pursuant to **Section 29.A** of the Amended Agreement, and certain other pad sale in the event the Medical Clinic does not purchase Lot 6.

L. The City Council finds that approval of the Seventh Amendment 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.

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

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

6.C. Notwithstanding anything to the contrary herein and subject to the provisions of **Section 6.D**, if a Certificate of Completion and Compliance is not issued with respect to Redevelopment Project 1 by December 31, 2012, with respect to Redevelopment Project 2 by September 1, 2019, with respect to Redevelopment Project 3 by September 1, 2019, with respect to Redevelopment Project 4 by September 1, 2018, or with respect to Redevelopment Project 5 by September 1, 2019 each respectively an "Outside Completion Date"), City may require Redeveloper to appear before the Council to show cause why this Contract and the Plan shall not be terminated in accordance with **Section 35** (including the limitations contained in **Section 35.F** of this Contract); provided, however, that if changes to the Redevelopment Schedule are approved by the City pursuant to this **Section 6**, the Outside Completion Dates for each Redevelopment Project set forth above shall automatically be adjusted accordingly. From and after the Outside Completion Date, any approval by City of any change or modification of the Redevelopment Schedule may be given or denied by City in its sole and subjective discretion, and the provisions of **Section 36** shall not be applicable in determining whether this Contract and the Plan shall not be terminated in accordance with **Section 35**.

2. **Modification of Section 19 of the Amended Redevelopment Agreement.** Section 19 of the Amended Redevelopment Agreement is hereby amended by adding a new **Section 19.E.** as set forth below:

19.E. Leasing and Sale of Pads to Non-Sales-Tax-Generating Users.

(1) Until September 30, 2018, Redeveloper shall not be permitted to lease more than 8,400 square feet of the 18,200 square feet of in-line retail space to non-sales-tax-generating users (including leasing and releasing of space currently occupied by non-sales-tax-generating users) located within Redevelopment Project Areas 1 and 2. After September 30, 2018, Redeveloper shall be authorized to lease up to a total of 15,470 square feet of in-line retail space (including leasing and releasing of space currently occupied by non-sales-tax-generating users) to non-sales-tax-generating users.

(2) After September 30, 2018, Redeveloper may sell any remaining undeveloped pad sites without obtaining City consent, subject at all times to the use restrictions set forth on **Exhibit G** and the provisions of **Section 26** of the Amended Redevelopment Agreement.

3. **Modification of Section 21.C. of the Redevelopment Agreement.** Section 21.C. of the Amended Redevelopment Agreement is hereby deleted in its entirety and replaced with the following:

21.C. Payment of Redeveloper and City Reimbursable Project Costs. Funds in the Special Allocation Fund shall then be used to reimburse the City and Redeveloper for

those funds expended by the City and Redeveloper on Reimbursable Project Costs which have not otherwise been repaid from the proceeds of Obligations, according to the order of priority below. Such disbursement may only be made if: (i) after such disbursement, the funds remaining in the Special Allocation Fund are sufficient to pay Debt Service payable in the then current calendar year, together with reasonable reserves, if any, for future Debt Service payable, with such reserves to be established pursuant to procedures as may be established in connection with the issuance of the Obligations; (ii) City's and Redeveloper's Reimbursable Project Costs have been certified pursuant to **Section 22**; and (iii) all conditions precedent to City's duties specified in **Section 17** have occurred. Payments shall be made according to the following order of priority:

- (1) City Ongoing Administrative Costs, based solely on and payable solely from TIF Revenue;
- (2) CID Administrative Costs and Expenses, payable solely from CID Revenue;
- (3) Acquisition Costs, if any, as described in **Section 7**;
- (4) City Y Highway Reimbursable Project Costs;
- (5) Phase 1 Redeveloper Reimbursable Project Costs;
- (6) Redeveloper Project 2 Reimbursable Project Costs; and
- (7) City Markey Lake Reimbursable Project Costs, payable solely from TIF Revenue.

The new **Section 21.C.** set forth above shall only apply to PILOTs and EATs deposited into the Special Allocation Fund on or after May 1, 2017. With respect to PILOTs and EATs deposited into the Special Allocation Fund prior to May 1, 2017, 50% of such funds shall be distributed pursuant to the terms of **Section 21.C.** in effect prior to this Seventh Amendment with the remaining 50% distributed pursuant to the provisions of **Section 21.C.** as modified by this Seventh Amendment.

4. Modification of Exhibit F of the Redevelopment Agreement. **Exhibit F** of the Redevelopment Schedule of the Amended Redevelopment Agreement is hereby deleted in its entirety and replaced with a new **Exhibit F** attached to this Seventh Amendment.

5. Approval of Sale of Lot 6 to Medical Clinic. The City hereby approves the sale of Lot 6 to the Medical Clinic pursuant to **Section 29.A** of the Amended Redevelopment Agreement. If Redeveloper is not successful in selling Lot 6 to the Medical Clinic within one hundred twenty (120) days of the date of this Seventh Amendment, Redeveloper shall have the right to sell one (1) of the two (2) remaining undeveloped pad sites within the Redevelopment Area to any purchaser without the consent of the City, subject at all times to the use restrictions set forth on **Exhibit G** and the provisions of **Section 26** of the Amended Redevelopment Agreement. Notwithstanding the foregoing, in the event Redeveloper sells Lot 6 to the Medical Clinic or to another non-sales tax generator, Redeveloper shall be responsible for a payment to

the City in the amount of and at such time as is set forth in **Section 6** hereof. As set forth above in **Section 2** hereof, after September 30, 2018, Redeveloper may sell any undeveloped pad sites without obtaining City consent and no payment shall be required under **Section 6** hereof, subject at all times to the use restrictions set forth on **Exhibit G** and the provisions of **Section 26** of the Amended Redevelopment Agreement.

6. **Additional Payment by Developer.** Redeveloper has agreed to pay to the City the sum of Fifty Thousand Dollars (\$50,000) payable within five (5) business days after the sale of Lot 6 to the Medical Clinic or such other non-sales tax generating user as set forth in **Section 5** above. Such payment shall constitute a Redeveloper Reimbursable Project Costs, and shall be reimbursable to the Redeveloper from the proceeds of the Phase II Obligations, to the extent sufficient Public Finance Revenue is generated by the Redevelopment Projects.

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

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

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

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

CITY:

THE CITY OF BELTON, MISSOURI, a municipal corporation

By: _____

Print Name: Jeff Davis

Title: Mayor

GROUP BELTON:

GROUP BELTON, LLC, a Missouri limited liability company

By: _____

Print Name: _____

Title: _____

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

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

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

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

My Commission Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 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 Group Belton, LLC, a Missouri limited liability company, and acknowledged said instrument to be his free act and deed and the free act and deed of said limited liability company.

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

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

My Commission Expires:

EXHIBIT F

REDEVELOPMENT SCHEDULE

<u>Y Highway</u>	<u>Commence</u>	<u>Complete</u>
Construction	<i>Complete</i>	
<u>Redevelopment Project 1</u>	<u>Commence</u>	<u>Complete</u>
Property Acquisition	<i>Complete</i>	
Blight Removal	<i>Complete</i>	
Construction	<i>Complete</i>	
<u>Redevelopment Project 2</u>	<u>Commence</u>	<u>Complete</u>
Property Acquisition	<i>Complete</i>	
Blight Removal	September 1, 2018	September 1, 2018
Construction	September 1, 2018	September 1, 2018
<u>Redevelopment Project 3</u>	<u>Commence</u>	<u>Complete</u>
Property Acquisition	<i>Complete</i>	
Blight Removal	September 1, 2018	September 1, 2018
Construction	September 1, 2018	September 1, 2018
<u>Redevelopment Project 4</u>	<u>Commence</u>	<u>Complete</u>
Property Acquisition	<i>Complete</i>	
Blight Removal	<i>Complete</i>	
Construction	<i>Complete</i>	
<u>Redevelopment Project 5</u>	<u>Commence</u>	<u>Complete</u>
Property Acquisition	<i>Complete</i>	
Blight Removal	September 1, 2018	September 1, 2018
Construction	September 1, 2018	September 1, 2018

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

SECTION VIII

J

AN ORDINANCE APPROVING THE PETITION FOR AND ESTABLISHING THE Y BELTON TWO COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, Sections 67.1401 to 67.1571 RSMo, 2000, as amended (the “CID Act”), authorize the governing body of any city, upon presentation of a proper petition requesting the formation, and after a public hearing, to adopt an ordinance establishing a community improvement district; and

WHEREAS, the City of Belton, Missouri (the “City”) is a constitutional charter city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri; and

WHEREAS, the property owners within the proposed community improvement district have filed with the Belton City Clerk (the “City Clerk”) a petition for the establishment of a community improvement district pursuant to the CID Act, entitled the Petition to Establish (the “Petition”) the Y Belton Two Community Improvement District (the “District”); and

WHEREAS, the City Clerk verified that the Petition substantially complies with the CID Act, submitted the verified Petition to the City Council and set a public hearing with all proper notice being given in accordance with the CID Act or other applicable law; and

WHEREAS, none of the signatures of the signers of the Petition were withdrawn within seven days after the Petition was filed with the City Clerk; and

WHEREAS, all the real property included in the District is entirely located within the City; and

WHEREAS, on May 9, 2017, the City Council held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to speak; and

WHEREAS, the Petition to establish the District being fully heard before the City Council, the City now desires to establish the District and make such other findings as necessary.

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

SECTION 1. All terms used in this Ordinance shall be construed as defined in the CID Act and the Petition.

SECTION 2. The City Clerk has verified that the Petition substantially complies with all submission requirements of the CID Act.

SECTION 3. The District is hereby approved and shall be established within the City as a political subdivision of the State of Missouri, as provided in the Petition, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference. The District includes the contiguous tracts of real estate as described in the attached Petition and shown on the map set forth in the attached Petition.

SECTION 4. As set forth in the Petition, the District shall be governed by a board of directors consisting of five (5) members, who were initially named in the Petition and whose successors shall be appointed as provided in the Petition.

SECTION 5. The District's Board of Directors shall have authority to establish a sales and use tax and a real property tax within the District as set forth in the Petition and in conformance with the CID Act.

SECTION 6. The District shall have and possess without limitation such powers authorized under the CID Act and as set forth or otherwise limited in the Petition.

SECTION 7. The maximum length of time for the existence of the District shall be thirty (30) years from the date of adoption of this Ordinance.

SECTION 8. The City Council hereby finds and determines that the District is a blighted area within the meaning of the CID Act.

SECTION 9. The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development (the "Department") the report specified in subsection 6 of Section 67.1421 of the CID Act, substantially in the form provided by the Department.

SECTION 10. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 11. This Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor.

READ FOR THE FIRST TIME: May 9, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2017.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

Approved as to form:

Rich Wood, Special Legal Counsel

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

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

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

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

EXHIBIT A
CID PETITION

(see attached)

GILMORE BELL

Memo

To: Belton City Council
From: Rich Wood
CC: Alexa Barton, City Manager
Megan McGuire, City Attorney
Date: 4/26/2017
Re: Y Belton Two Community Improvement District

As part of the approval of the First Amended and Restated Y-Belton Plaza Tax Increment Financing Plan and Redevelopment Agreement in 2014, the City approved the formation of a community improvement district covering a portion of the redevelopment area. The CID consists of that portion of the TIF redevelopment area which overlaps the Belton Town Center Transportation Development District, which is Redevelopment Project Area 1 and the northern portion of Redevelopment Project Area 2. A map showing the TIF Redevelopment Project Areas is attached to this Memo for your reference. The CID currently imposes a property tax within its boundaries and is also authorized to impose a sales tax of one percent upon termination of the Belton Town Center TDD's sales tax.

In 2016, the City approved a Second Amended and Restated Y-Belton Plaza Tax Increment Financing Redevelopment Plan and Redevelopment Agreement. The purpose of the Second Amendment is to provide for the terms upon which Redevelopment Project Areas 2, 2A, and 3 are developed. The Second Amended and Restated Redevelopment Agreement authorizes the formation of a second community improvement district with boundaries consisting of those parts of the TIF Redevelopment Area which are outside the boundaries of the Belton Town Center TDD. The proposed "CID Two" would only encompass the southern portion of Project Area 2 and all of Project Area 2A at this time as the Developer, Y Belton, L.L.C., does not own the land within Redevelopment Project Area 3.

The Petition for formation of CID Two provides for the imposition of both a property tax and a one percent sales tax. Unlike the first CID, because there is no overlap of the Belton Town Center TDD, the sales tax will be imposed immediately.

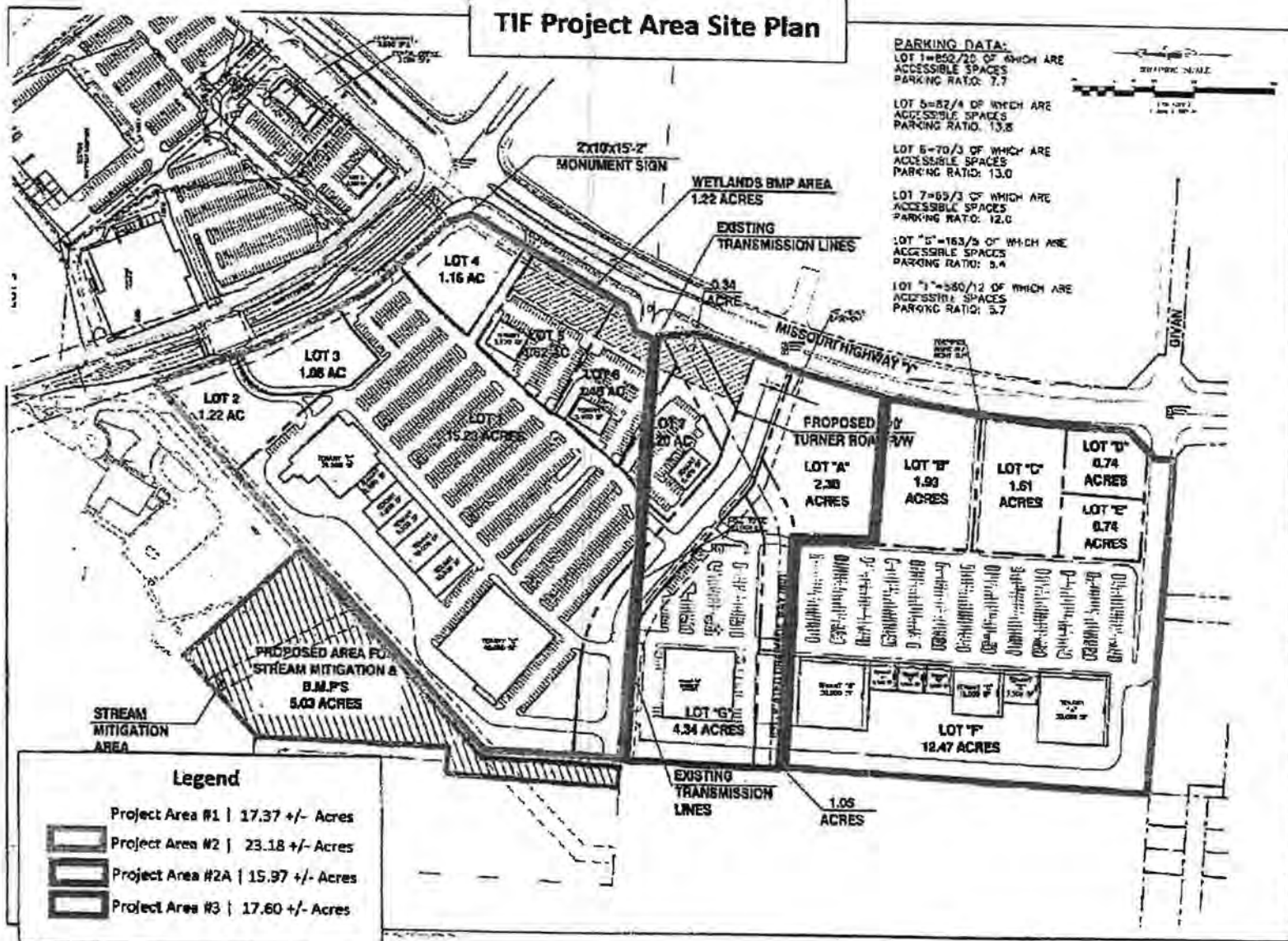
One-half of the revenues from CID Two will be automatically captured by TIF and used to reimburse the Developer for project costs. The other half of the revenues will be pledged to the payment of project costs which qualify for reimbursement under the CID Act.

The Developer will be responsible for building all the project improvements related to the development for which the CID will provide reimbursement. Neither the City nor the CID will be responsible for constructing any improvements.

There will be an ordinance on the May 9 agenda which will approve the CID Two Petition and authorize the formation of the District. A public hearing will be held prior to consideration of the ordinance to form the district. The ordinance, if approved, declares the area within CID Two as blighted. This blight finding is based on the previous blight finding made by the City Council in connection with approval of the Y-Belton Plaza TIF.

Also on the May 9 agenda will be an ordinance to approve a Cooperative Agreement between CID Two, the City, and Y Belton, L.L.C. The Cooperative Agreement sets out the details under which CID Two will be administered. It is proposed that the City receive sales tax funds collected by the Department of Revenue and administer the disbursement of those funds to insure they are disbursed in accordance with the TIF Plan, TIF Agreement, and the CID Act. The City will receive a one percent administrative fee for administering the sales tax revenues. Cass County will collect and administer the property tax revenues. CID Two will be administered by legal counsel for the Developer and the City will have two seats on the five member board in order to stay involved in the administration of the district.

TIF Project Area Site Plan



PARKING DATA:
 LOT 1=850/25 OF WHICH ARE ACCESSIBLE SPACES
 PARKING RATIO: 7.7
 LOT 5=82/4 OF WHICH ARE ACCESSIBLE SPACES
 PARKING RATIO: 13.8
 LOT 6=70/3 OF WHICH ARE ACCESSIBLE SPACES
 PARKING RATIO: 13.0
 LOT 7=63/3 OF WHICH ARE ACCESSIBLE SPACES
 PARKING RATIO: 12.0
 LOT 11=163/3 OF WHICH ARE ACCESSIBLE SPACES
 PARKING RATIO: 9.4
 LOT 13=580/12 OF WHICH ARE ACCESSIBLE SPACES
 PARKING RATIO: 5.7



Legend

	Project Area #1 17.37 +/- Acres
	Project Area #2 23.18 +/- Acres
	Project Area #2A 15.97 +/- Acres
	Project Area #3 17.60 +/- Acres

ICV
 IAN VALLEY ENGINEERING, INC.
 1530 WEST 10TH STREET, SUITE 100
 BELTON, MISSOURI 64015
 PROPOSED BELTON GATEWAY PHASE II
 1530 WEST 10TH STREET & MARKET PARKWAY
 BELTON, MISSOURI
 SHEET 24

**Y BELTON TWO
COMMUNITY IMPROVEMENT
DISTRICT**

Petition to Establish the District

Ward Four

Belton, Cass County, Missouri

August 9, 2016

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**PETITION TO ESTABLISH
Y BELTON TWO COMMUNITY IMPROVEMENT DISTRICT**

THIS PETITION TO ESTABLISH THE Y BELTON TWO COMMUNITY IMPROVEMENT DISTRICT (this "Petition") is submitted pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri as amended (the "Act"), by the authorized representatives of the property owners, whose signatures appear below (the "Petitioner") to request the City Council of the City of Belton, Missouri, to establish the Y Belton Two Community Improvement District (the "District") in the City of Belton, Missouri (the "City").

I. DESCRIPTION OF THE DISTRICT

- A. *Name of District.* The name of the District shall be the Y Belton Two Community Improvement District.
- B. *Legal Description.* The District includes all of the real property within the contiguous area legally described on Exhibit A attached to this Petition.
- C. *Boundary Map.* A map illustrating the contiguous boundaries of the District is attached to this Petition as Exhibit B.

II. PETITIONER(S)

The Petitioner(s) represent:

- 1. more than fifty percent (50%) per capita of all owners of real property within the boundaries of the District; and
- 2. property owners collectively owning parcels representing more than fifty percent (50%) of the total assessed value of the real property within the boundaries of the District.

III. FIVE-YEAR PLAN

- A. *Purposes of the District.* The District shall serve the following purposes (the "District Purposes"):
 - 1. fund or assist in funding construction of certain public improvements (the "CID Improvements"), as more particularly described on Exhibit C of this Petition and Section B of this Article, located within and for the benefit of the District; provided, however, none of the non-captured portion of the Sales Tax (as defined below) or Property Tax (as defined below) shall be used to fund CID Improvements not identified in the Second Amended and Restated Y-Belton Tax Increment Financing Redevelopment Plan, dated as of April 26, 2016 (as amended, "TIF Plan"), until the expiration or termination of the TIF (as defined below);

2. facilitate economic development within the District by providing or causing to be provided certain services (the "CID Services") described in Section C of this Article for the benefit of the District; provided, however, none of the non-captured portion of the Sales Tax or Property Tax shall be used to fund CID Services until such time as any outstanding bonds issued under the TIF Plan have been redeemed or until the expiration or termination of the TIF;
3. fund or assist in the funding of costs associated with the establishment and ongoing administration and operation of the proposed District (the "CID Operating Costs") described in Section D of this Article;
4. facilitate economic development within the District by allocating the non-captured portion of the Sales Tax and Property Tax to Redevelopment Project Costs within the District's boundaries, as set forth in the TIF Plan;
5. issue obligations, as necessary, to finance: (a) the costs of the CID Improvements; (b) other costs incurred by the District to carry out any of the District Purposes; (c) reimbursable project costs, attributable to TIF Plan; (d) costs of issuance; (e) capitalized interest, and (f) debt service reserves; provided that the CID shall not issue obligations except for those related to the TIF Plan until the expiration or termination of the TIF;
6. coordinate with public and private entities to plan, implement and finance the CID Improvements, including without limitation the redevelopment projects set forth in the TIF Plan and to the extent possible, obtain funding from other public and/or private sources; and
7. impose and collect the Sales Tax and Property Tax authorized pursuant to this Petition and the Act.

B. *CID Improvements.* The CID Improvements shall generally include, to the extent adequate funding is deemed available by the Board, the maintenance and construction of improvements which are (i) located within the District's boundaries, including, but not limited to the improvements listed in Exhibit C and (ii) are (a) authorized by the TIF Plan or (b) improvements otherwise approved by the Board and authorized pursuant to the Act, including those described in Section 67.1461.1 and Section 67.1461.2(1) and (2), RSMo, as amended. The maintenance and construction of the CID Improvements shall be subject to the limitations set forth in Section A.1. of this Article.

C. *CID Services.* The District may provide cleaning and maintenance service to public areas within the District to improve the appearance and image of the District. Such services may include, without limitation:

1. providing litter removal and cleaning of common areas, trash containers, alleyways, streets and sidewalks within the District;

2. providing landscape care, maintenance and weed abatement, and providing and/or replacing landscaping; and
3. providing other beautification efforts designed to improve the District's curb appeal and encourage private investment within the District.

The provision of the CID Services shall be subject to the limitations set forth in Section A.2. of this Article.

D. *Administration and Operations.* The District may provide and/or contract for managerial, engineering, legal, technical, clerical, accounting, financial consulting, and other services and assistance deemed necessary or desirable by the District to meet the purposes of the proposed District, including, but not necessarily limited to, the following:

1. financing the costs of creating the District, coordinating, cooperating and entering into agreements with the City and bond trustees in conjunction with financing transactions and collection, administration and disbursement of the Sales Tax and Property Tax;
2. managing the District's budget;
3. maintaining insurance for the District and contracting for legal counsel on matters pertaining to the District;
4. imposing and collecting the Sales Tax and Property Tax as authorized pursuant to this Petition and the Act;
5. obtaining grants and other funds to pay for the costs incurred to meet the District Purposes and as agent for other taxing districts pursuant to services agreements;
6. coordinating meetings, events, and the dissemination of additional information necessary or desirable to meet the District Purposes.

E. *Estimated Costs and Budget.*

1. An estimated cost of providing for the design, construction, operation and maintenance of the CID Improvements, CID Services and CID Operating Costs, as well as a proposed budget, for the first five years of the existence of the District is attached hereto as Exhibit C, and made an integral part hereof.
2. In addition to the estimated costs shown on Exhibit C attached hereto, the District may, by resolution, reimburse any party or parties for costs incurred prior to formation of the District in furtherance of the formation of the District or in furtherance of any District purposes, including, but not

limited to legal fees; provided such amounts will not be reimbursed using District funds until the TIF expires,

IV. TAXES AND ASSESSMENTS

- A. *Sales Tax.* The District shall have the authority, upon and by approval of the qualified voters of the District, to impose by resolution a sales and use tax at a rate not to exceed one percent (1%) on all net retail sales made in the District which are subject to taxation, except as prohibited by Section 67.1545, R.S.Mo (the "Sales Tax"). All sales figures of individual taxpayers shall be kept strictly confidential by the Board of Directors.
- B. *Real Property Tax.* The District shall have the authority, upon and by approval of the qualified voters of the District, to impose by resolution a real property tax at a rate not to exceed \$1.50 per \$100 of assessed valuation on all real property in the District which is subject to taxation; provided that in no event shall the per parcel tax exceed \$0.25 per square foot of improved first floor building space (the "Property Tax").
- C. *Special Assessments.* The District shall not have the authority to impose special assessments.
- D. *Business License Taxes.* The District shall not have the power to impose business license taxes.

V. GOVERNANCE OF DISTRICT

- A. *Type of District.* The District shall be a separate political subdivision, shall have all of the powers granted to and exercisable by a community improvement district pursuant to the Act, except as otherwise expressly limited to by the provisions of this Petition, and shall be governed by a Board of Directors.
- B. *Board of Directors.*
 - 1. *Number.* The number of directors to serve on the District's Board of Directors shall be five (5).
 - 2. *Qualifications.* Each director of the District must meet the following requirements:
 - a. Be at least eighteen (18) years of age;
 - b. Members of the Board shall be either (i) an owner, as defined in the Act, of real property within the District; (ii) an owner of a business operating within the District; or (iii) a registered voter residing in the District; provided, however, as authorized in Section 67.1451.2 of the Act, a director may be a legally

authorized representative of an owner, operator or resident of the District;

- c. Two of the members of the Board shall be selected and designated by the City and shall be designated as legally authorized representatives of an owner, operator or resident of the District;
 - d. Be a citizen of the State of Missouri for at least one year prior to taking office;
 - e. Interim Directors must be nominated by the existing Board of Directors.
3. *Initial Board Members and Terms.* The initial directors constituting the board of directors and the term of each initial director shall be as follows:
- a. Greg Rasby for a term of four (4) years
 - b. Jeff Fletcher (City appointee) for a term of four (4) years
 - c. Russ Ehn for a term of two (2) years
 - d. Andy Mitchell for a term of two (2) years
 - e. Scott Von Behren (City appointee) for a term of two (2) years

or until their respective successors are appointed in accordance with the Act and this Petition.

- 4. *Successor Directors.* Successor directors shall be appointed by the Mayor with the consent of the City Council, as provided in the Act and any vacancy shall be filled in accordance with the Act.
- 5. *Terms.* The initial directors shall serve the terms set forth above in this Petition and each successor director elected shall serve a term of four (4) years.

VI. ASSESSED VALUE

The total current assessed value of all the real property within the District is \$350.00.

VII. BLIGHT DETERMINATION

The Petitioners seek a determination that the District is a Blighted Area, as defined in the Act; however, in accordance with Section 67.1401.1(3)(b), RSMo, the Petitioners will rely upon the determination of blight made by the City Council of the City of Belton pursuant to Sections 99.800 to 99.865, RSMo, with respect to the property in the District as found in the TIF Plan.

VIII. LIFE OF DISTRICT

The District shall remain in existence for the lifetime of the Tax Increment Financing District ("TIF") that was enacted in accordance with the TIF Plan approved by the City Council of the

City of Belton on April 26, 2016, as amended, plus the earlier of (a) seven (7) years; or (b) the length of time required to reimburse all CID-eligible expenses listed in Exhibit C, plus any other CID-eligible expenses approved by the Board and all administrative and legal expenses necessary to operate the District in accordance with the Act; provided, however, in no event shall the term of the District exceed thirty (30) years.

IX. LIMITATIONS ON BORROWING CAPACITY

The District will have the authority to borrow funds from any public or private source and issue obligations and provide security for the repayment of the same as provided by the Act and as otherwise provided by law.

X. LIMITATIONS ON REVENUE GENERATION

The District will have authority to levy and collect sales and use taxes, to fix, charge and collect fees, rents and other charges for the use of any of its real or personal property or interest in such property, and to sell, exchange, transfer, assign, pledge, hypothecate or otherwise encumber or dispose of any real or personal property, or any interest in such property as provided by the Act and as otherwise provided by law.

XI. OTHER DISTRICT POWERS

The District will have the authority granted to it under the Act and as otherwise provided by law including, specifically without limitation, the power to enter into cooperative agreements with the City concerning the use of the District revenues for the payment or repayment of any obligations issued for the construction of improvements within the District.

XII. REQUEST TO ESTABLISH DISTRICT

By execution and submission of this Petition, the Petitioner requests the City to establish the District as set forth in this Petition.

XIII. NOTICE TO PETITIONER(S)

The signature of the Petitioner signing this Petition may not be withdrawn later than seven (7) days after this Petition is filed with the clerk of the City.

XIV. SEVERABILITY

If any provision of this Petition shall be held or deemed to be invalid, inoperative, or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Petition or for any other reason, such circumstances shall not have the effect of rendering the provision in question contained in this Petition invalid, inoperative, or unenforceable to any extent whatsoever.

**SIGNATURE FOR PETITION TO ESTABLISH THE
Y BELTON TWO COMMUNITY IMPROVEMENT DISTRICT**

I hereby request the City Council of the City of Belton, Missouri, to establish the Y Belton Two Community Improvement District.

Name of Owner: Y Belton, L.L.C.

Owner's Telephone No:

Owner's Mailing Address: 605 W. 47th Street, Suite 200, Kansas City, MO 64112

If signer is different from Owner:

Name of Signer:

State basis of legal Authority to sign:

Signer's Telephone No:

Signer's Mailing Address:

If the owner is an individual, state if owner is single or married:


If the owner is not an individual, State what type of entity: Missouri limited liability company

The map and parcel numbers and assessed value of property owned:

<u>MAP & PARCEL NO.</u>	<u>ASSESSED VALUE</u>
05011200000004032	\$350.00

By executing this Petition, the undersigned represents and warrants that it received a copy of this Petition, is the property owner of the property listed above, or is authorized to execute the Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that its signature may not be withdrawn later than seven (7) days after this Petition is filed with the Clerk of the City.

Y BELTON, L.L.C., a Missouri
limited liability company

By: 
Name: David J Christie
Its: manag

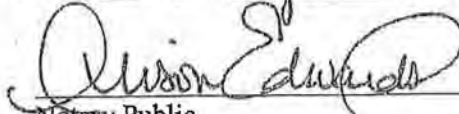
8/2/2016
Date

Acknowledgement

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

Before me personally appeared David J. Christie, to me personally known to be the individual described in and who executed the preceding Petition.

WITNESS my hand and official seal this 2nd day of August, 2016.



Notary Public

My commission expires: August 27, 2017

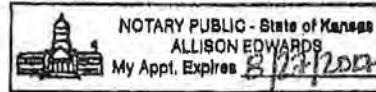


EXHIBIT A
TO
PETITION TO ESTABLISH
Y BELTON TWO COMMUNITY IMPROVEMENT DISTRICT
LEGAL DESCRIPTION OF THE PROPOSED DISTRICT

PROPERTY DESCRIPTION:

THAT PORTION OF THE WEST HALF OF SECTION 12, TOWNSHIP 46 NORTH, RANGE 33 WEST OF THE 5TH PRINCIPAL MERIDIAN, IN THE CITY OF BELTON, COUNTY OF CASS, STATE OF MISSOURI, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER:

THENCE ON AN ASSUMED BEARING ON THE SOUTH LINE OF SAID NORTHWEST QUARTER, S 85°45'46" E 317.49 FEET TO THE SOUTHEAST CORNER OF DEED BOOK 2135, PAGE 37, ALSO BEING THE POINT OF BEGINNING;

THENCE ON THE EAST LINE OF SAID DEED BOOK 2165, PAGE 37, N 02°52'23" E 120.03 FEET;

THENCE S 85°45'46" E 1149.86 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF MISSOURI HIGHWAY Y;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, S 29°03'40" W 185.97 FEET;

THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, S 06°23'47" E 80.29 FEET TO THE BEGINNING OF A CURVE;

THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE SOUTHWESTERLY ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2924.93 FEET, AN ARC LENGTH OF 174.08 FEET AND WHOSE CHORD BEARS S 21°15'00" W 174.05 FEET;

THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, S 60°40'58" W 38.42 FEET;

THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, S 18°20'51" W 72.21 FEET;

THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, S 27°44'33" E 36.01 FEET TO THE BEGINNING OF A CURVE;

THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE SOUTHWESTERLY ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2924.93 FEET, AN ARC LENGTH OF 182.47 FEET AND WHOSE CHORD BEARS S 15°17'52" W 182.44 FEET;

THENCE N 85°45'46" W 375.94 FEET;

THENCE N 02°52'23" E 199.87 FEET TO THE BEGINNING OF A CURVE;

THENCE WESTERLY ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET, AN ARC LENGTH OF 25.66 FEET AND WHOSE CHORD BEARS S 89°36'21" W 25.65 FEET;

THENCE N 87°07'37" W 550.55 FEET;

THENCE N 02°45'22" E 410.50 FEET TO THE POINT OF BEGINNING.

CONTAINS 14.48 ACRES MORE OR LESS

END OF DESCRIPTION

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS AN ASSUMED BEARING OF N 02°52'19" E ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 46 NORTH, RANGE 33 WEST OF THE 5TH PRINCIPAL MERIDIAN, IN THE CITY OF BELTON, COUNTY OF CASS, STATE OF MISSOURI

EXHIBIT B
TO
PETITION TO ESTABLISH
Y BELTON TWO COMMUNITY IMPROVEMENT DISTRICT
BOUNDARY MAP OF THE PROPOSED DISTRICT

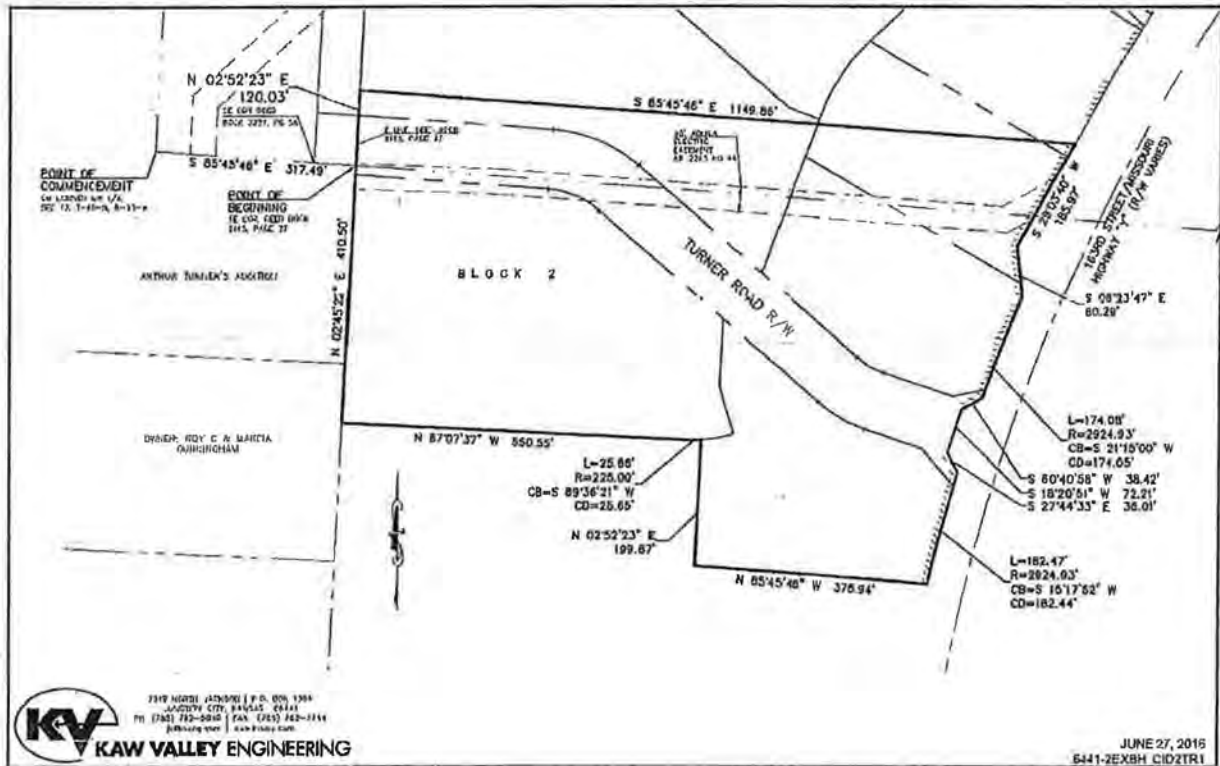


EXHIBIT C

**TO
PETITION TO ESTABLISH
Y BELTON TWO COMMUNITY IMPROVEMENT DISTRICT**

INITIAL ESTIMATED CID IMPROVEMENT COSTS

CID improvement costs will include any Reimbursable Project Costs from the TIF Plan for which CID funds may be expended pursuant to the Act and that are also agreed to by the District.

CID OPERATING EXPENSES

Legal, accounting and insurance expenses – annually \$20,000

FIVE YEAR BUDGET

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues (Sales Tax & Property Tax)	\$0	\$25,000	\$65,000	\$85,000	\$85,000
Expenses					
CID Improvements	\$0	\$5,000	\$45,000	\$65,000	\$65,000
CID Operating Expenses	<u>\$20,000</u>	<u>\$20,000</u>	<u>\$20,000</u>	<u>\$20,000</u>	<u>\$20,000</u>
	\$20,000	\$25,000	\$65,000	\$85,000	\$85,000

Y Belton Two Community Improvement District

Y Belton, L.L.C.
&
City of Belton, Missouri

Developer Profile

■ Y Belton, L.L.C.

- Principal: David Christie
- Development team has a strong history of delivering successful projects in the Kansas City metropolitan area and in Belton in particular

History of the Y-Belton TIF Plan

- ❑ TIF Plan originally approved in 2007
- ❑ Amended and restated in 2013 and 2016
- ❑ Redevelopment Area:
 - approximately 74.12 acres
 - northwest intersection of US Highway 71 and Missouri Highway Y
- ❑ TIF Plan features four Redevelopment Projects
 - Project 1, 2, 2A, & 3

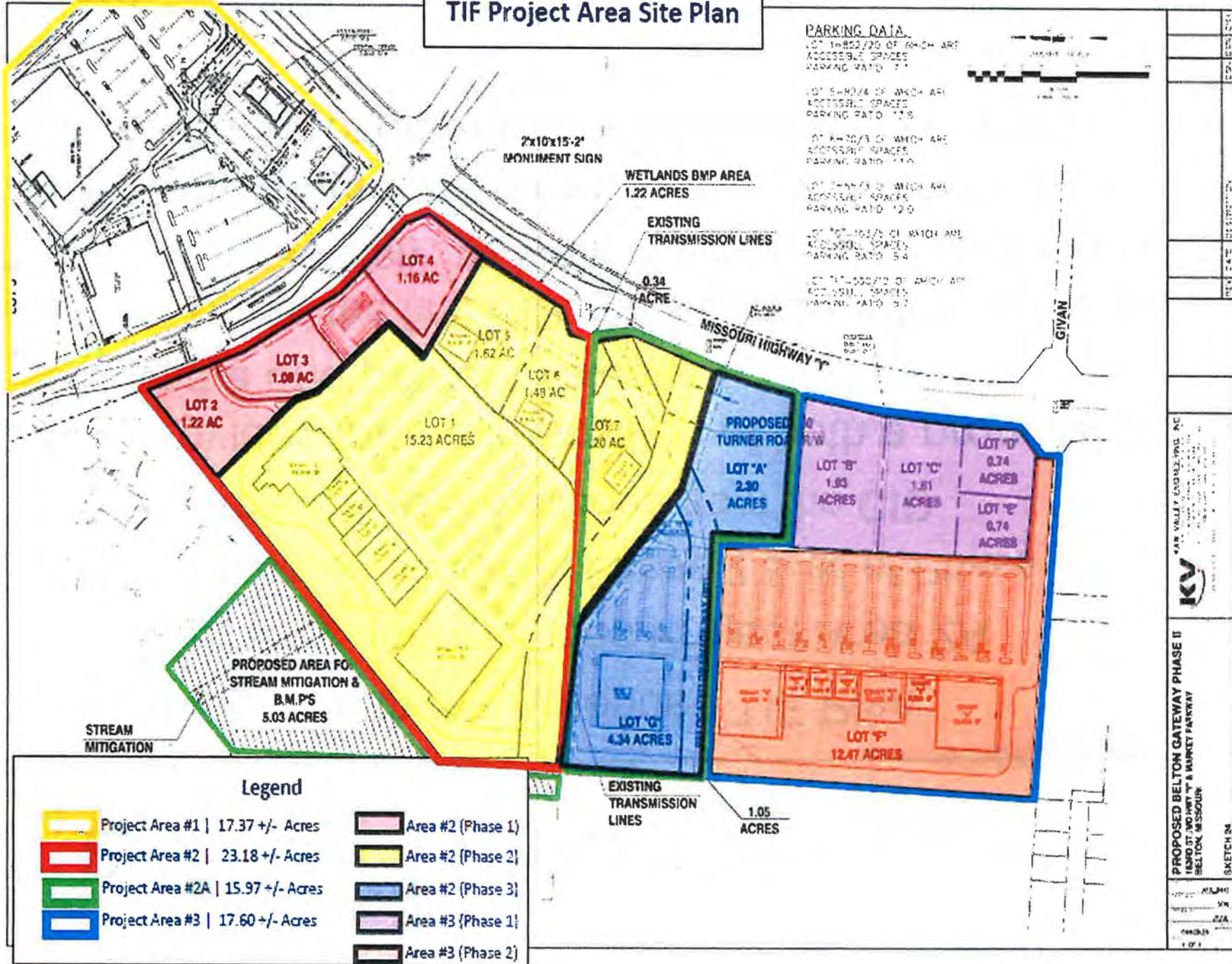
History of the Y-Belton CID

- Approved in 2014
- Consists of that portion of the TIF which overlaps the Belton Town Center TDD
 Redevelopment Project Area 1 & 2
 - Phase 1 & northern portion of Phase 2
- Provides for the imposition of both a property tax and a one percent sales tax
- CID sales tax not implemented because of the existing TDD sales tax

Proposed Y-Belton Two CID

- ❑ Authorized in the Amended TIF Plan
- ❑ Boundary only includes Project Area 2A
 - Southern portion of Phase 2 & all of Phase 3
 - Project Area 3 excluded from the CID
- ❑ Provides for the imposition of both a property tax and a one percent sales tax
 - Unlike the first CID, the sales tax will be collected immediately, as there is no existing TDD sales tax
- ❑ Non-captured portion of sales tax used to fund CID Improvements identified in the TIF Plan

TIF Project Area Site Plan



Estimated Development Schedule

■ Project 2 & 2-A

Phase 1 – Development Ongoing

Phase 2 – Second Quarter 2018

Phase 3 – Second Quarter 2019

■ Project 3

Phase 1 – Fourth Quarter 2019

Phase 2 – Fourth Quarter 2020

* Subject to market conditions

Comparison to Amended TIF Plan

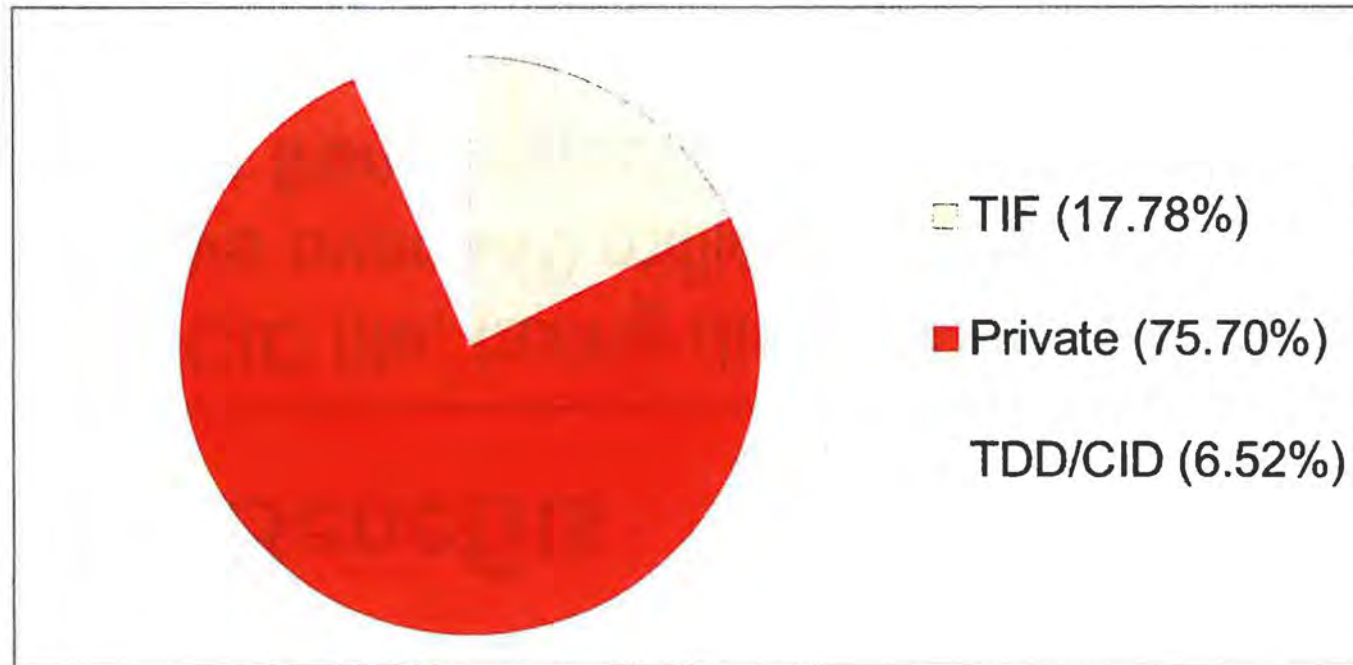
	Amended TIF Plan	Project Area 2 & 2A
Acreage	74.12	14.48
Sq. Ft. of Commercial Space	486,147	45,400
Total Costs	\$145,118,891	\$65,680,912
Total TIF Reimbursement	\$25,801,526	\$15,801,526
TDD/CID Reimbursement	\$9,448,474	\$4,148,474
TDD/CID Percentage	6.5%	6.3%

Public Benefits

- During CID life, taxing districts are expected to receive over \$40 million in new tax revenues from Project 2, 2-A, and Project 3
- Includes, among other new tax revenues, a portion of PILOTs, which will be declared surplus and returned to the taxing districts over the life of the Plan.
 - 25% Surplus PILOT

Financing Plan

- Total Project Costs: \$145,118,891
 - Private: \$109,868,891
 - TIF: \$25,801,526
 - TDD/CID: \$9,448,474



SECTION VIII

K

AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT BY AND AMONG THE CITY OF BELTON, MISSOURI, Y BELTON TWO COMMUNITY IMPROVEMENT DISTRICT, AND Y BELTON, LLC.

WHEREAS, the City Council, did on May 23, 2017, pass Ordinance No. 2017-_____, which approved the formation of the Y Belton Two Community Improvement District (the “District”) and the Petition to Establish the Y Belton Two Community Improvement District (the “Petition”); and

WHEREAS, the District is authorized under the CID Act to impose a district-wide sales tax and property tax and to enter into the attached Cooperative Agreement for the administration of the District Sales Tax Revenues and District Property Tax Revenues; and

WHEREAS, the City, the District and Y Belton, L.L.C. (the “Developer”) desire to set forth through the attached Cooperative Agreement their respective duties and obligations with respect to the administration, enforcement, and operation of the District Sales Tax and District Property Tax and the use of the District Sales Tax Revenues and District Property Tax Revenues; and

WHEREAS, the City Council hereby determines that it is in the best interests of the City to enter into a Cooperative Agreement with the District and the Developer in substantially the form attached hereto.

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

SECTION 1. The Cooperative Agreement is hereby approved in the form attached hereto as **Exhibit A** and the Mayor is authorized to execute the Cooperative Agreement on behalf of the City.

SECTION 2. City officers and agents of the City are each hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor.

READ FOR THE FIRST TIME: May 9, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2017.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

Approved as to form:

Rich Wood, Special Legal Counsel

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

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

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

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

EXHIBIT A
COOPERATIVE AGREEMENT

(see attached)

COOPERATIVE AGREEMENT

among the

CITY OF BELTON, MISSOURI,

the

Y BELTON TWO COMMUNITY IMPROVEMENT DISTRICT,

and

Y BELTON, L.L.C.

dated as of

_____, 2017

COOPERATIVE AGREEMENT

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Index of Exhibits

- Exhibit A CID Improvements and Estimated Costs
- Exhibit B Form of Letter to the Missouri Department of Revenue

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“Agreement”), entered into as of this ___ day of _____, 2017, by and among the **CITY OF BELTON, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the “**City**”), the **Y BELTON TWO COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (“**District**” or “**CID**”), and **Y BELTON, L.L.C.**, a Missouri limited liability company (the “**Developer**”) (the City, the District and the Developer being sometimes collectively referred to herein as the “**Parties**”, and individually as a “**Party**”, as the context so requires).

WITNESSETH:

WHEREAS, the City Council of the City (the “**City Council**”), did on _____, 2017, pass Ordinance No. _____, which approved the formation of the District and the Petition to Establish the Y Belton Two Community Improvement District (the “**Petition**”); and

WHEREAS, the District is authorized under the CID Act to impose a district-wide sales tax and property tax and to enter into this Agreement for the administration of the District Sales Tax Revenues and District Property Tax Revenues;

WHEREAS, the Parties desire to set forth through this Agreement their respective duties and obligations with respect to the administration, enforcement, and operation of the District Sales Tax and District Property Tax and the use of the District Sales Tax Revenues and District Property Tax Revenues.

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

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1. Recitals and Exhibits. The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

Section 1.2. Definitions. Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“**Administrative Fee**” means that amount of the District Sales Tax Revenues that the City shall receive as compensation for performing the administrative duties of the District and administering and accounting for the District Sales Tax, as set forth in this Agreement.

“**Advanced Funds**” shall have the meaning set forth in Section 2.05.B of the Redevelopment Agreement.

“**Board of Directors**” means the governing body of the Y Belton Two Community Improvement District.

“Bond Documents” means any bonds, indentures or other financing agreements, disbursement agreements and all other agreements and certificates executed in connection with the issuance of any Obligations.

“Budget” shall have the meaning set forth in Section 5.4.

“Captured District Sales Tax Revenues” shall have the meaning set forth in Section 3.5.

“Captured District Property Tax Revenues” shall have the meaning set forth in Section 4.2.

“CID Act” means the Missouri Community Improvement District Act, Sections 67.1401, *et seq.*, RSMo, as amended.

“CID Improvements” means those improvements described in the Petition, along with any other CID Improvements that may be approved by the City and the District in accordance with the Petition, the CID Act and this Agreement.

“CID Services” means those services described in the Petition, along with any other CID Services that may be approved by the City and the District in accordance with the Petition, the CID Act and this Agreement.

“City Council” means the governing body of the City.

“City Directors” shall have the meaning set forth in Section 6.1.

“City Manager” means the City Manager of the City.

“Developer Directors” shall have the meaning set forth in Section 6.1.

“Director” means a director of the District.

“District Property Tax” means the property tax levied by the District, upon and by approval of the qualified voters of the District, at a rate not to exceed \$1.50 per \$100 of assessed valuation on all real property in the District which is subject to taxation; provided that in no event shall the per parcel tax exceed \$0.25 per square foot of improved first floor building space.

“District Property Tax Revenues” means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of the District Property Tax.

“District Sales Tax” means the sales tax levied by the District on the receipts from the sale at retail of all tangible personal property or taxable services at retail within its boundaries pursuant to the CID Act in the maximum amount of one percent (1.0%), as established by resolution of the District and approved by the qualified voters of the District, in accordance with this Agreement.

“District Sales Tax Revenues” means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of the District Sales Tax.

“Economic Activity Taxes” shall have the meaning ascribed to such term in Section 99.805 of the TIF Act.

“Event of Default” means any event specified in Section 7.1 of this Agreement.

“Excusable Delays” means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than the Parties not caused by the Parties’ failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable party using reasonable diligence to overcome which prevents such party from performing its specific duties or obligation hereunder in a timely manner.

“Fiscal Year” means April 1 through March 31 of each year, which Fiscal Year coincides with the City’s fiscal year.

“Implementation Date” shall have the meaning set forth in Section 3.1.

“Mayor” means the Mayor of the City.

“Non-Captured District Property Tax Revenues” shall have the meaning set forth in Section 4.2.

“Non-Captured District Sales Tax Revenues” shall have the meaning set forth in Section 3.5.

“Obligations” means any bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by or at the direction of the City which pay for the CID Improvements, in whole or in part, or to refund outstanding Obligations.

“Operating Costs” means the actual, reasonable expenses which are necessary for the operation of the District which shall include, but is not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of special legal counsel (in an amount not to exceed \$15,000 per year), financial auditing services performed for the District or the City on behalf of the District, and other consultants or services, and shall also include reasonable attorneys’ fees for the formation of the District (in an amount not to exceed \$30,000).

“Petition” means the Petition to Establish the Y Belton Two Community Improvement District, approved by the City Council on _____, 2017, by Ordinance No. _____.

“Payments in Lieu of Taxes” shall have the meaning assigned to such term in Section 99.805 of the TIF Act.

“Public Improvement Costs” means all actual and reasonable costs and expenses which are incurred by or at the direction of the District with respect to construction of the CID Improvements, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and materialmen in connection with the construction contracts awarded in connection with the CID Improvements that are constructed or undertaken, plus all actual and reasonable costs to plan, finance, develop, design and acquire the CID Improvements, including but not limited to the following:

- A. actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, financing, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the construction of the CID Improvements and all actual and reasonable costs for the

oversight of the completion of the CID Improvements including overhead expenses for administration, supervision and inspection incurred in connection with the CID Improvements; and

B. all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the CID Improvements and which may lawfully be paid or incurred by the District under the CID Act.

An estimate of the Public Improvement Costs is set forth in **Exhibit A**.

“Redevelopment Agreement” means the Second Amended and Restated Tax Increment Financing Redevelopment Agreement executed by the City and Developer and dated May 13, 2016, which implements the Redevelopment Plan.

“Redevelopment Area” means the area legally described in **Exhibit A** to the Redevelopment Agreement and designated as the Redevelopment Area by the ordinance approving the Redevelopment Plan.

“Redevelopment Plan” means the “Second Amended and Restated Y-Belton Plaza Tax Increment Financing Plan”, as approved by the City by Ordinance No. 2016-4213, on April 26, 2016.

“Report” shall have the meaning set forth in Section 5.4.

“Special Allocation Fund” means the separate City fund, including the separate segregated accounts into which TIF Revenues (as defined in the Redevelopment Agreement) are from time to time deposited, all in accordance with the Redevelopment Plan and the Redevelopment Agreement.

“TIF Act” means the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800 *et seq.*, RSMo.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by the District. The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The CID Improvements are authorized in the Petition.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any

nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

E. Consideration and public benefit: The District acknowledges that construction of the CID Improvements are of significant value to the District, the property within the District and the general public. The District finds and determines that the CID Improvements will promote the economic welfare and the development of the City and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Improvements; (iii) increasing local and state tax revenues; and (iv) providing necessary street infrastructure for the District and for other surrounding development. Further, the District finds that the CID Improvements conform to the purposes of the CID Act.

F. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

Section 2.2. Representations by the City. The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri, as a constitutional charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the Mayor is duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

D. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

Section 2.3. Representations by the Developer. Developer represents that:

A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

B. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer or any member of the Developer or the CID Improvements, which litigation, proceedings or investigations would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, the terms and provisions of this Agreement.

ARTICLE 3: DISTRICT SALES TAX

Section 3.1. Imposition of the District Sales Tax. The Board of Directors shall adopt a resolution, which, subject to qualified voter approval, imposes the District Sales Tax. The District shall notify the Missouri Department of Revenue of the District Sales Tax. The District shall annually appropriate all District Sales Tax Revenues by resolution in accordance with this Agreement.

Section 3.2. Collection and Administration of the District Sales Tax

A. The District shall enact a resolution that (i) imposes the District Sales Tax (subject to qualified voter approval), (ii) authorizes the City to perform all functions incident to the administration, enforcement and operation of the District Sales Tax, to the extent not performed by the state, and (iii) prescribes any required forms and administrative rules and regulations for reporting and collecting the District Sales Tax. The District shall also notify the Missouri Department of Revenue, in substantial compliance with the form set forth in **Exhibit B**, that the District authorizes the City, on behalf of the District, to receive from the Missouri Department of Revenue all of the District Sales Tax Revenues.

B. The District Sales Tax shall be collected by the Missouri Department of Revenue as provided in the CID Act. The City shall receive the District Sales Tax Revenues from the Missouri Department of Revenue, which shall be disbursed in accordance with this Agreement.

C. The City agrees to perform for the District all functions incident to the administration and enforcement of the District Sales Tax, to the extent not performed by the state, pursuant to the CID Act and this Agreement. The City shall receive an Administrative Fee for administering the District Sales Tax in the amount of one percent (1.0%) of the total District Sales Tax Revenues transferred to the District by the Missouri Department of Revenue. The Administrative Fee authorized in this Section shall be calculated using the total District Sales Tax Revenues generated within the District, including those amounts that are captured as Economic Activity Taxes pursuant to the Redevelopment Plan.

D. In the event that the Administrative Fee does not fully reimburse the City for actual costs and expenses incurred in fulfilling its obligations under Section 3.2, then the City shall receive reimbursement for those reasonable and actual costs that exceed the Administrative Fee and are approved by the Board of Directors, either by approval of the Budget or by separate action of the Board of Directors. In the event that there are insufficient funds in any Fiscal Year to cover the actual costs incurred by the City, any unpaid Administrative Fee shall be paid in subsequent Fiscal Years.

E. The Parties acknowledge that prior to the availability of District Sales Tax Revenues, there will be Operating Costs, including, but not limited to, the costs of forming the District, which will be incurred by the Parties. The Parties agree that prior to the availability of sufficient District Sales Tax Revenues to pay for such costs, any Operating Costs incurred by the City or Developer, including the fees owed to the City's legal counsel and to the Developer's legal counsel, or any other Operating Costs incurred by the City or Developer, shall be paid from the "Advanced Funds" in the "Advanced Funds

Account” pursuant to Section 2.05 of the Redevelopment Agreement. Once sufficient District Sales Tax Revenues are available, the Parties will be reimbursed for any Operating Costs paid by the Parties hereunder, as set forth in Section 3.5(C) hereof.

Section 3.3. Operating Costs. The District shall pay for the Operating Costs of the District in accordance with Section 3.2.E., and thereafter from Non-Captured District Sales Tax Revenues. The Operating Costs shall be included in the Budget, as provided in Section 5.4.

Section 3.4. Enforcement of the District Sales Tax. The District authorizes the City, to the extent required or authorized by the Missouri Department of Revenue, to take all actions necessary for enforcement of the District Sales Tax. The City may, in its own name or in the name of the District, prosecute or defend an action, lawsuit or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure the payment of the District Sales Tax. The District hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the District in any such action, lawsuit or proceeding if the City shall so request. All actions taken by the City for enforcement and any legal proceeding filed by the City for enforcement and collection of the District Sales Tax shall be treated as Operating Costs of the District.

Section 3.5. Distribution of the District Sales Tax Revenue. Beginning in the first month following the effective date of the District Sales Tax and continuing each month thereafter until the expiration or repeal of the District Sales Tax, the City, on behalf of the District, shall, not later than the fifteenth (15th) day of each month, distribute the District Sales Tax Revenues received in the preceding month in the following order of priority:

A. Those District Sales Tax Revenues consisting of the portion of the District Sales Tax Revenues captured as Economic Activity Taxes (the “**Captured District Sales Tax Revenues**”), will be deposited into the Special Allocation Fund to be used in accordance with the Petition, the Redevelopment Plan and the Redevelopment Agreement.

B. The Administrative Fee will be paid from the Non-Captured District Sales Tax (defined below).

C. Operating Costs of the District will be paid from the Non-Captured District Sales Tax (including reimbursement of any Operating Costs paid by the Developer and City pursuant to Section 3.2(E) hereof).

D. The remaining District Sales Tax Revenues consisting of that portion of the District Sales Tax Revenues not considered hereunder as Captured District Sales Tax Revenues (“**Non-Captured District Sales Tax Revenues**”) will be annually appropriated by the District to be used in accordance with the Petition, the Redevelopment Plan and Redevelopment Agreement.

Section 3.6. Effect of Obligations.

The Parties acknowledge that the CID Act and the Petition authorized the District to issue Obligations and that the priority for distribution of the District Sales Tax Revenues set forth in Section 3.5 may be modified by Bond Documents. In the event of a conflict between the terms of this Agreement and any documents creating Obligations, the documents creating the Obligations will control with respect to priority of disbursement of District Sales Tax Revenues.

Section 3.7. Records of the District Sales Tax. The City, on behalf of the District, shall keep accurate records of the District Sales Tax due and collected and copies of such records shall be made

available to the District on a monthly basis. Any other City records pertaining to the District Sales Tax shall be provided to the District upon written request of the District, as permitted by law.

Section 3.8. Repeal of the District Sales Tax. Unless extended by mutual agreement of the Parties and in accordance with the CID Act, the District shall implement the procedures in the CID Act for repeal of the District Sales Tax and abolishment of the District upon the expiration of the District Sales Tax in accordance with the District Sales Tax ballot measures as approved by the qualified electors of the District. The District shall not implement the procedures for repeal or modification of the District Sales Tax and abolishment of the District while Public Improvement Costs are unreimbursed. Upon repeal of the District Sales Tax, the District shall:

A. Pay all outstanding Administrative Fees and Operating Costs.

B. Retain any remaining District Sales Tax Revenues until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

ARTICLE 4: DISTRICT PROPERTY TAX

Section 4.1. Imposition, Collection, and Administration of the District Property Tax.

A. The Board of Directors shall adopt a resolution, which, subject to qualified voter approval, imposes the District Property Tax.

B. The District Property Tax shall be collected by Cass County, Missouri.

Section 4.2. Distribution of the District Property Tax Revenue.

A. Annually, the City will receive from Cass County, Missouri those District Property Tax Revenues consisting of the portion of the District Property Tax Revenues captured as Payments in Lieu of Taxes (the "**Captured District Property Tax Revenues**"), which will be deposited into the Special Allocation Fund to be used in accordance with the Petition, the Redevelopment Plan, and the Redevelopment Agreement.

B. The remaining District Sales Tax Revenues consisting of that portion of the District Property Tax Revenues not considered hereunder as Captured District Property Tax Revenues ("**Non-Captured District Property Tax Revenues**") will be annually appropriated by the District to be used in accordance with the Petition, the Redevelopment Plan and Redevelopment Agreement.

Section 4.3. Effect of Obligations.

The Parties acknowledge that the CID Act and the Petition authorized the District to issue Obligations and that the priority for distribution of the District Property Tax Revenues set forth in Section 4.2 may be modified by Bond Documents. In the event of a conflict between the terms of this Agreement and any documents creating Obligations, the documents creating the Obligations will control with respect to priority of disbursement of District Property Tax Revenues.

ARTICLE 5: DISTRICT PROJECTS

Section 5.1. Design and Construction of CID Improvements. The CID Improvements shall be designed and constructed by or at the direction of the Developer, and neither the District or the City will have any obligation to design and construct the CID Improvements.

Section 5.2. CID Services. The District shall provide the CID Services, and neither the Developer or the City will have an obligation to provide the CID Services.

Section 5.3. Funding the CID Improvements and CID Services. The District shall impose the District Sales Tax and the District Property Tax within the boundaries of the District to fund the CID Improvements and CID Services and other costs authorized by this Agreement. The District shall not use or impose any taxes other than a District Sales Tax and District Property Tax, or impose any other funding mechanisms unless the City Council, by Ordinance, modifies the limitations on the District's authority as set forth in the Petition. The District may also incur Obligations in one or more series for the purpose of funding all, or an appropriate portion of, the CID Improvements.

Section 5.4. Annual Budget. The District shall annually prepare or cause to be prepared a budget (the "**Budget**") and an annual report (the "**Report**") describing the major activities of the District during the preceding year and upcoming year. The Budget and Report shall be submitted to the City Manager for review and comment not less than ninety (90) days prior to the intended date of approval of the Budget. The Budget shall not be approved without the prior written consent of the City. Not later than the first day of each Fiscal Year of the District, the Board of Directors shall adopt a Budget for the District for the ensuing budget year, for every fund of the District of any kind, in such a manner as may be provided by law. If the Board of Directors fails to adopt a Budget by the first day of a Fiscal Year, the District shall be deemed to have adopted for such Fiscal Year a Budget which provides for application of District Sales Tax Revenues and District Property Tax Revenues collected in such Fiscal Year in accordance with the budget for the prior Fiscal Year.

Section 5.5. New CID Improvements. The District shall not undertake new District projects without the prior approval of the City Council.

ARTICLE 6: SPECIAL COVENANTS

Section 6.1. Composition of the Board of Directors and Officers.

A. In accordance with the Petition, the Board of Directors shall be composed of five (5) Directors. Three (3) of the Directors shall be designees of the Developer (the "**Developer Directors**") and two (2) of the Directors shall be designees of the City (the "**City Directors**").

B. All Directors shall meet all qualifications of the CID Act and the Missouri Constitution. The City and Developer will cooperate to provide for the designation in writing that each of the City Directors and Developer Directors are representatives of a property owner or a business owner within the District, in order to satisfy the requirements of Section 67.1451.2(2)(a), RSMo.

C. Successor Directors shall be appointed by the Mayor with the consent of the City Council as provided in the Petition and in compliance with Section 67.1451.5, RSMo, provided that the Mayor's appointment of the Developer Directors shall be based upon those persons who are designated by Developer.

Section 6.2. Records of the District. The District shall designate an appropriate official to be the official record keeper of the District, who shall keep proper books of record and account on behalf of the District in which full, true, and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied. The District shall furnish to the state auditor an annual report of the financial transactions of the District in accordance with Section 105.145, RSMo, and all rules and regulations promulgated to implement that financial reporting requirement, no later than ninety (90) days following the end of each Fiscal Year of the District. Any District financial audits shall be performed in coordination with City audits. All pertinent books, documents, and vouchers relating to District business, affairs, and properties shall at all times during regular business hours be open to the inspection of such accountant or other agent (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as reasonably required) as shall from time to time be designated and compensated by the inspecting party.

Section 6.3. Consent by Developer, Tenants and Transferees.

A. Developer shall cause all leases of property in the District entered into after the date of this Agreement to contain a provision that is in substantial compliance with the following:

Community Improvement District: Tenant acknowledges and consents that the Leased Premises are a part of the Y Belton Two Community Improvement District ("District") created by ordinance of the City of Belton, Missouri ("City"), that the District imposes a sales tax on Tenant's eligible retail sales and a property tax that will be applied toward the costs of CID Improvements and CID Services that will provide a generalized benefit to the Development. Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for its property located in the District when and as they are filed with the Missouri Department of Revenue. Tenant hereby acknowledges and agrees that the City and the District are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

B. Developer, or any third party, may transfer real property within the CID. Developer shall insert in any document transferring any interest in real property within the CID, and shall cause any transferee to insert language reasonably similar to the following, and shall have such document signed by the transferee indicating acknowledgment and agreement to the following provision:

Community Improvement District: Grantee acknowledges and consents that the Property is a part of the Y Belton Two Community Improvement District ("District") created by ordinance of the City of Belton, Missouri ("City"), and that the District imposes a sales tax on eligible retail sales conducted within the District and a property tax that will be applied toward the costs of CID Improvements and CID Services that provide a generalized benefit to all property within the District. Grantee shall, or shall cause any applicable tenant of Grantee, to forward to the City copies of its State of Missouri sales tax returns for the Property when and as they are filed with the Missouri Department of Revenue. Grantee hereby acknowledges and agrees that the City and the District are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

C. In complying with Section 6.3(A) and (B), the Parties acknowledge and agree that the lease or transfer document may also include an appropriate caveat indicating that language and

requirements with respect to the District Sales Tax shall be of no force or effect unless and until the District Sales Tax is actually implemented in accordance with Petition and Section 3.1.

D. The Developer shall ensure that any documents transferring its interest in property located within the District shall make the obligations set forth in this Section a covenant running with the land that shall be enforceable against any purchaser, lessee or other transferee or possessor as if such purchaser, lessee or possessor were originally a party to and bound by this Agreement, which obligations shall only terminate upon the end of the term of the District.

E. Failure of the Developer to require that such restrictions be placed in any such lease/sales contract shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the District's and the City's rights of enforcement and remedies under this Agreement, or otherwise form the basis of a default on the part of the Developer hereunder.

F. Developer agrees not to contest or protest the creation of the District or the levy, collection or enforcement of the District Sales Tax and District Property Tax. Developer further agrees to cooperate in good faith regarding any effort by the City and District to add additional property to the District when requested by the City.

ARTICLE 7: DEFAULTS AND REMEDIES

Section 7.1. Default and Remedies. An Event of Default shall occur upon the failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement and the continuance of such failure for fifteen (15) days after the other Party has given written notice to such Party specifying the nature of such failure, or if such failure cannot be cured within such fifteen (15) day period, such Party shall fail to commence action to cure within such time and expeditiously, diligently, continuously and exercising best efforts pursue the action to cure as promptly as possible, but not to exceed ninety (90) days.

If any Event of Default has occurred and is continuing, then any non-defaulting party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting party and its officers, agents and employees, and require and compel duties and obligations required by the provisions of this Agreement.

Section 7.2. Rights and Remedies Cumulative. The rights and remedies maintained by any Party under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. Any Party shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and any Party hereby waives the right to raise such defense in any proceeding in equity.

Section 7.3. Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting party, any payment or payments without in any way waiving the non-defaulting party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting party.

Section 7.4. Excusable Delays. No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such Excusable Delay.

ARTICLE 8: MISCELLANEOUS

Section 8.1. Effective Date and Term. This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. This Agreement shall remain in effect for as long as the District is legally in existence.

Section 8.2. Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the City, the District and the Developer. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 8.3. Jointly Drafted. The Parties agree that this Agreement has been jointly drafted and shall not be construed more strongly against another Party.

Section 8.4. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 8.5. Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 8.6. Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 8.7. City Approvals. Unless specifically provided to the contrary herein, all approvals of the City hereunder may be given by the City Manager or his or her designee without the necessity of any action by the City Council. The City Manager may seek the input from the City Council before granting any approval.

Section 8.8. District Approvals. Unless specifically provided to the contrary herein, all approvals of the District hereunder may be given by the District Manager of the District or his or her designee without the necessity of any action by the Board of Directors.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF BELTON, MISSOURI

By: _____
Jeff Davis, Mayor

ATTEST:

Patti Ledford, City Clerk

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 2017, before me appeared, Jeff Davis, who being, by me duly sworn, did say that he is the Mayor of the **CITY OF BELTON, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council, and said Mayor acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

(SEAL)

My commission expires: _____

**Y BELTON TWO COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
District Manager

ATTEST:

Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2017, before me appeared _____, who being by me duly sworn, did say that he is the District Manager of the **Y BELTON TWO COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district organized and existing under the laws of the State of Missouri, and that said instrument was signed in behalf of said District by authority of its Board of Directors and said individual acknowledged said instrument to be the free act and deed of said District.

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

Notary Public

(SEAL)

My commission expires: _____

Y BELTON, L.L.C.

By: _____
David J. Christie, Manager

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2017, before me appeared David J. Christie, who being by me duly sworn, did say that he is a Manager of **Y BELTON, L.L.C.**, a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company and said individual acknowledged said instrument to be the free act and deed of said limited liability company.

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

Notary Public

(SEAL)

My commission expires: _____

EXHIBIT A

CID IMPROVEMENTS AND ESTIMATED COSTS

CID improvement costs will include any Reimbursable Project Costs from the TIF Plan for which CID funds may be expended pursuant to the Act and that are also agreed to by the District.

EXHIBIT B

FORM OF LETTER TO THE MISSOURI DEPARTMENT OF REVENUE

**Y BELTON TWO
COMMUNITY IMPROVEMENT DISTRICT**

_____, 2017

Missouri Department of Revenue
Customer Services Division
Sales/Use Tax
P.O. Box 3380
Jefferson City, MO 65105-3380

Re: Remittance of Sales Tax Revenue for the Y Belton 2 Community Improvement District
to the City of Belton, Missouri

Dear Sir or Madam:

The Y Belton Two Community Improvement District (the “**District**”) hereby authorizes the Missouri Department of Revenue (the “**Department**”) to remit directly to the City of Belton, Missouri (the “**City**”) all of the District sales tax revenue collected by the Department. In accordance with a cooperative agreement (“**Cooperative Agreement**”) entered into between the District and the City dated _____, 2017, the City shall deposit all sales tax revenue into a bank account separate from other bank accounts of the City and disburse such funds in accordance with the Cooperative Agreement. Identifying information for the special account is included on the attached ACH agreement.

Pursuant to the Cooperative Agreement, the City will perform all functions incident to the administration of the District sales tax revenue.

Sincerely,

District Manager of the
Y Belton Two Community Improvement
District

SECTION VIII

L

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KRISTA KLAUS CONSULTING, LLC FOR PUBLIC INFORMATION AND COMMUNICATIONS CONSULTING FOR ECONOMIC DEVELOPMENT AND CITY COMMUNICATIONS.

WHEREAS, the Principal, Krista Klaus, has more than 15 years of experience in broadcast and print newsroom experience; and

WHEREAS, Krista Klaus has helped numerous organizations improve their brand, profile and overall communications strategy and effectiveness; and

WHEREAS, said services include business-to-business earned media strategy and delivery, communications coaching, online reputation management, social media, speechwriting and technical writing; and

WHEREAS, relevant professional experience includes major market television reporter and anchor, business talk radio host and editor, corporate emcee and spokesperson; and

WHEREAS, the City has determined that it is in the best interest of the City to approve a formal professional services consulting agreement and utilize said services to provide transparency, educate and inform stakeholders and the community as to the benefits of business in Belton, Missouri.

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

- Section 1.** That the Professional Services Agreement, herein attached and incorporated to this Ordinance as Exhibit “A”, with Krista Klaus Consulting, LLC is hereby approved.
- Section 2.** That the Acting City Manager is authorized and directed to execute the agreement on behalf of the City.
- Section 3.** That this ordinance shall be in full force and effect from and after its passage and approval.
- Section 4.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: May 9, 2017

READ FOR THE SECOND TIME AND PASSED: May 9, 2017

Mayor Jeff Davis

Approved this ___ day of _____, 2017.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 9th day of May, 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 9th day of May, 2017, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

PROFESSIONAL SERVICES AGREEMENT

This agreement is made between the City of Belton, Missouri, a municipal corporation (City) and Krista Klaus Consulting, LLC (Klaus), a Kansas limited liability corporation, to provide services to the City as Consulting Public Information Officer/Communications Director.

TERM

The term of this Agreement is for a period of 12 months beginning May 1, 2017, and continuing through May 1, 2018. This Agreement shall not automatically renew, and any such renewal will occur only after evaluations, negotiations and shall be in writing.

COMPENSATION

The contractual amount shall be \$2,000.00 per month, to be invoiced monthly. This agreement is subject to cancellation on thirty (30) days written notice by either party.

SCOPE OF WORK

- This relationship of the parties shall be that of a part time, consulting, independent contractor and not employer/employee or principal/agent.
- The manner and means of performing all services shall be subject to the Public Information Officer/Communications Consultant sole control unless otherwise specified in this Agreement or requested by City Manager or designee.
- Klaus shall not have the legal authority to bind the City in contract, debt or otherwise without the prior written consent of the City Manager or designee.

Klaus shall be responsible for the following duties and activities:

- Economic development communications, including news releases, submitted content, blog posts, internal newsletter and social media.
- Objectives of the City Economic Development informational program and maintain a 6-month editorial and content calendar, subject to periodic review by City Manager or designee.
- Respond to a variety of media outlets by managing, arranging or providing statements, press releases, press conferences, radio or television interviews of officials, and additional or supplementary City materials.

- Act as advisor to City departments & programs involved in economic development projects.
- Coordinate the production, content and/ or staff responsible for social media and internal economic development communications.
- Maintain, with variable information, the Home Page of the City web site and act as a consultant and advisor for City departments & programs on web content.
- Present periodic written or verbal reports to City Manager detailing all activities and goals as requested.

ADDITIONAL SERVICES: Klaus may provide with City's concurrence services in addition to those listed in above when such services are requested or authorized in writing by City Manager or designee. Prior to entering into any additional services, Klaus must submit a proposal outlining the additional services to be provided, estimation of total hours and a maximum fee based upon hourly fee schedule. Reimbursable expenses incurred in conjunction with additional services shall be paid separately and those reimbursable expenses shall be paid at actual cost. Records of reimbursable expenses and expenses pertaining to additional services and services performed on an hourly basis shall be made available to City if so requested in writing.

CHANGE ORDERS: This Agreement may be amended to provide for additions, deletions and revisions in the work or to modify the terms and conditions thereof by either written amendment or by change order. The price and time may only be changed by a written change order approved by City, unless it is the result of an emergency situation in which case the Project Representative may give written approval to be followed by a written and approved change order. If notice of any change affecting the general scope of the work or provisions of this Agreement, including but not limited to, price or time, is a requirement of any insurance policy held by Klaus as a requirement of this Agreement, the giving of such notice shall be Klaus' responsibility.

PROFESSIONAL RESPONSIBILITY: Klaus will exercise reasonable skill, care and diligence in the performance of its services as is ordinarily possessed and exercised by a professional consultant in the same community under similar circumstances. If Klaus

fails to meet the foregoing standard, Klaus will perform at its own cost, and without reimbursement from City the professional services necessary to correct errors and omissions which are caused by Klaus' failure to comply with the above standard.

OWNERSHIP OF DOCUMENTS

All documents prepared in connection with this Agreement shall be the property of City, whether the project for which they are made is executed or not. Klaus may use the materials delivered for the purposes of marketing her services to other clients with prior permission of the City.

INSURANCE

The following requirements shall not be construed to limit the liability of Klaus or her insurer(s). City does not represent that the specified coverages or limits of insurance are sufficient to protect Klaus' interests or liabilities.

Coverages are to be written on an occurrence basis and shall be maintained without interruption for the duration of the contract.

1. Professional Liability: Klaus shall maintain throughout the duration of this agreement and for a three (3) year period thereafter, Professional Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00), per claim and One Million Dollars (\$1,000,000.00) aggregate, and shall provide City with certification thereof.
2. Certificate of Insurance: Klaus shall secure and maintain, throughout the duration of the contract, insurance of such types and in at least amounts as are required herein. Klaus shall provide certificate(s) of insurance confirming the required protection on standard Accord forms. The certificate(s) are to be filed with City prior to commencement of any work. City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s).
3. Commercial General Liability:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000

Products/Completed Operations \$2,000,000

Policy must include the following conditions:

Contractual Liability;

Independent Contractors.

4. Worker's Compensation: The insurance shall protect Klaus against all claims under applicable state Worker's Compensation laws. Klaus shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy limits shall not be less than the following:

Employer's Liability:

Bodily Injury by Accident	\$100,000	(each accident)
Bodily Injury by Disease	\$100,000	(policy limit)
Bodily Injury by Disease	\$100,000	(each employee)

5. Automobile Insurance: Policy shall protect Klaus against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:
- a) Any auto
 - Or
 - b) All owned autos; hired autos; and non-owned autos.

INDEMNIFICATION

Indemnify and Hold Harmless: For purposes of this Agreement, Klaus hereby agrees to indemnify and hold harmless City, its employees and agents from any and all loss where loss is caused or incurred in whole or in part as a result of the negligence or other actionable fault of Klaus, its affiliates, subsidiaries, employees, agents and subcontractors/assignees and her respective servants, agents and employees. Klaus' obligation hereunder shall not include amounts attributable to the fault or negligence of City or any third party for whom Klaus is not responsible.

COMPLIANCE WITH LAWS

Klaus shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to the work. Klaus shall secure all occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of her obligations under this Agreement.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

CITY OF BELTON, MISSOURI

By: _____
Acting City Manager

CONSULTANT

By: _____
Krista Klaus

SECTION VIII

M

AN ORDINANCE APPROVING AN EMPLOYMENT AGREEMENT WITH ALEXA MICHELLE BARTON TO SERVE AS THE CITY MANAGER OF THE CITY OF BELTON, MISSOURI.

WHEREAS, Ron Trivitt has tendered his resignation as City Manager effective June 1, 2017; and

WHEREAS, Alexa Barton has been serving as the City of Belton Assisting City Manager since October 31, 2016 and the Acting City Manager since January 17, 2017; and

WHEREAS, Ms. Barton has the relevant professional management education and experience to fulfill the duties of the position; and

WHEREAS, the City Council has extended an offer to hire Ms. Barton under the terms and conditions of the attached Employment Agreement, herein incorporated to this Ordinance as Exhibit "A" and Ms. Barton has accepted; and

WHEREAS, the City Council believes it is in the best interest of the City of Belton, the city staff and officials and the region to employ Ms. Barton in this vital leadership role effective June 1, 2017.

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

Section 1. That the Employment Agreement, herein attached and incorporated to this Ordinance as **Exhibit "A"**, with Alexa Michelle Barton is hereby approved.

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

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

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

READ FOR THE FIRST TIME: May 9, 2017

READ FOR THE SECOND TIME AND PASSED: May 9, 2017

Mayor Jeff Davis

Approved this ___ day of _____, 2017.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 9th day of May, 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 9th day of May, 2017, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



Employment Agreement

Introduction

This Employment Agreement (herein "Agreement"), made and entered into the ____ day of _____, 2017, by and between the City of Belton, Missouri, a municipal corporation and charter city of the State of Missouri, (hereinafter called "Employer") and Alexa Michelle Barton, (hereinafter called "Employee") an individual who has the education, training and experience in local government management and who, as a member of ICMA, is subject to the ICMA Code of Ethics.

Whereas Employer desires to employ the services of Employee as City Manager of the City of Belton, Missouri; and

Whereas, it is the intent of Employer to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

Whereas, Employee desires to accept employment as City Manager of the City of Belton, Missouri.

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

Section 1.0 Term

1.1 This Agreement shall remain in full force and effect from June 1, 2017 until terminated by the Employer or Employee as provided in Sections 9, 10 or 11 of this agreement.

Section 2.0 Duties and Authority

2.1 Employer agrees to employ Alexa Michelle Barton as City Manager to perform the functions and duties as set forth in the City Charter of Belton, Missouri, Missouri Revised Statutes, and the Code of the City of Belton, Missouri, and to perform other legally permissible and proper duties and functions.

Section 3.0 Compensation

3.1 Base Salary: Employer agrees to pay Employee an annual base salary of One Hundred Thirty-Nine Thousand One Hundred Seventy-One Dollars and fourteen cents, (\$139,171.14) payable in installments at the same time that the other employees of the Employer are paid.

3.2 This agreement shall be automatically amended to reflect any salary adjustments that are approved and enacted by the City Council including a step-increase to be made in fiscal year 2018 on the Employee's original hiring date of October 31st.

3.3 Consideration shall be given on an annual basis to increase the compensation each year by at least the average across the board increase granted to other employees of the Employer.

Section 4.0 Health, Disability and Life Insurance Benefits Recommended

4.1 The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee equal to that which is provided to all other employees of the City of Belton, Missouri in accordance with the City's contractual agreement for associated insurance.

4.2 The Employer shall pay the amount of premium due for term life insurance in the same increment as allowed for all city employees. If at any time Employer amends term life insurance benefits for city employees, the minimum amount shall match that of the Employee's annual base salary.

Section 5.0 Vacation and Sick

5.1 Upon commencing employment as City Manager, the Employee shall retain all credited sick leave and vacation leave currently accrued. In addition, beginning June 1, 2017, the Employee shall accrue sick and vacation leave on a monthly basis at the maximum accrual levels within the City of Belton Code of Ordinances.

5.2 The Employee is entitled to all accrued unused vacation and sick leave per City policy in the event the Employee's employment is terminated, either voluntarily or involuntarily. Further, the Employee shall be compensated for all accrued vacation time, all paid holidays, and other benefits to date in accordance with the terms of the City ordinances.

Section 6.0 Automobile

6.1 The Employer agrees to pay to the Employee, during the term of this Agreement, and in addition to other salary and benefits herein provided, the sum of \$500/month or \$6,000 per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the same increment as allowed for all city employees for any business use of the vehicle outside/beyond the greater Kansas City area. For purposes of this Section, use of the car within the greater Kansas City area is defined as travel to locations within a sixty (60) mile radius of Belton, Missouri.

Section 7.0 Retirement

7.1 The Employer agrees to enroll the Employee into the Missouri Local Government Employees Retirement System ("MO LAGERS"), or applicable state or local retirement system and to make all the appropriate contributions on the Employee's behalf, for both the Employer and Employee share required.

7.2 In addition to the Employer's payment to the state or local retirement system (as applicable) referenced above, Employer agrees to execute all necessary agreements provided by ICMA Retirement Corporation [ICMA-RC] or other Section 457 deferred compensation plan for Employee's participation in said supplementary retirement plan and, in addition to the base salary

paid by the Employer to Employee, Employer agrees to pay an amount equal to five (5) percent of Employee's base salary, but not to exceed the maximum amount permissible under Federal and state law into the designated plan on the Employee's behalf, in equal proportionate amount each pay period. The parties shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

Section 8.0 General Business Expenses

8.1 Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer as agreed to by the Parties.

8.2 Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member as agreed to by the Parties.

8.3 Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer as agreed to by the Parties.

8.4 Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits as agreed to by the Parties.

8.5 The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations as agreed to by the Parties.

8.6 For purposes of this section 8.0, including all subparagraphs thereof, and as it relates to automobile expense, travel is defined as any trip taken to a destination greater than sixty (60) miles from the City of Belton. No payment shall be made to Employee for automobile expenses in her personal vehicle for any trip taken to a destination of sixty (60) miles or less. Expenses that shall be reimbursed by Employer shall include but not be limited to, registration fees, hotel/motel accommodations, plane fare, cab fare, meals and in accordance with the City's travel policy.

Section 9.0 Termination

9.1 For the purpose of this agreement, termination shall occur when:

- (a) The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.

(b) If the Employer, citizens or legislature acts to amend any provisions of the state statutes or municipal code pertaining to the role, powers, duties, authority, or responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.

(c) If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.

(d) If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.

(e) Breach of contract declared by either party with a 30 day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 19.

Section 10.0 Severance

10.1 Severance shall be paid to the Employee when employment is terminated as defined in Section 9.

10.2 If the Employee is terminated, the Employer shall provide a minimum severance payment equal to twelve months' salary at the employee's then current rate of pay. This severance shall be paid in regular payroll payments versus a lump sum unless otherwise agreed to by the Employer and the Employee.

10.3 The Employee shall also be compensated for accrued sick leave, vacation time, all paid holidays, and personal leave in accordance with the City's Code of Ordinances.

10.4 For a minimum period of twelve months following termination, the Employer shall pay the cost to continue the following benefits:

a) Insurance for the employee as provided in Section 4.1

10.5 If the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay severance under this section.

Section 11.0 Resignation

11.1 In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of 30 days notice unless the parties agree otherwise.

Section 12.0 Performance Evaluation

12.1 Employer shall annually review the performance of the Employee in October, subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to:

(1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting. If the final written evaluation is not provided to Employee within 45 days of the evaluation meeting, then Employee shall be provided an annual salary increase equal to the increase received by the average employee of the City during the current fiscal year.

12.2 The performance evaluation shall be considered personnel related and not open public records.

Section 13.0 Hours of Work

13.1 It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

Section 14.0 Outside Activities

14.1 The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor be a conflict of interest with her responsibilities under this Agreement.

Section 15.0 Residency, Moving and Relocation Expenses Section

15.1 Employee agrees to establish residence within the corporate boundaries of Belton and thereafter maintain residence within the corporate boundaries of the local government.

15.2 The Employer shall pay directly for the expenses of moving Employee and personal property. Said moving expenses, not to exceed \$1,500 may include packing, moving, unpacking and insurance charges to cover relocation costs.

Section 16.0 Indemnification

16.1 Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities as City Manager, unless the act or omission involved willful or wanton conduct. The Employer shall provide independent legal representation at Employer's expense. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of Employee's duties of Belton, Missouri. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in

this Section, to be available.

16.2 Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 17.0 Bonding

17.1 Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 18.0 Other Terms and Conditions of Employment

18.1 The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Code of the City of Belton, Missouri or any other law.

18.2 Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other appointed officials, appointed employees, department heads or general employees of the Employer as provided in the Code of the City of Belton, the Personnel Rules/Employee Handbook or by practice.

Section 19.0 Notices

19.1 Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(a) EMPLOYER: City Clerk, City of Belton, 506 Main, Belton, MO 64012

(b) EMPLOYEE: Alexa Michelle Barton, 4550 Warwick Blvd, #1003, Kansas City MO 64111

19.2 Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 20.0 General Provisions

20.1 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

20.2 Integration/Amendment: This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by

the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

20.3 Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

20.4 Effective Date. This Agreement shall become effective on June 1, 2017.

20.5 Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

20.6 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of Missouri. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Circuit Court of the County of Jackson, State of Missouri, or any other appropriate court in such county. Employee covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. The indemnification provisions of this Agreement set forth in Section 16 shall not apply to any dispute, claim or matter arising out of or in relation to the interpretation or construction of this Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2017.

SECTION IX

A

R2017-15

A RESOLUTION APPROVING TASK AGREEMENT NO. 2017-4 WITH JCI INDUSTRIES, INC., UNDER THE ON-CALL PUMP REPAIR AND SERVICE AGREEMENT PER ORDINANCE 2016-4277 TO INSTALL REPLACEMENT GEAR BOX FOR AERATOR #6 IN THE AMOUNT OF \$26,447.

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, Aerator #6 began making a thumping sound during operation. Staff contacted JCI and had the aerator pulled and inspected. It was determined that after 20+ years of service, and the damage to the gears, that replacing the unit was the best option; and

WHEREAS, the funds for this project were budgeted in the FY2018 plant maintenance budget; and

WHEREAS, bids were requested from the three contractors per the aforementioned On-Call Pump Repair and Service Agreement. JCI Industries, Inc. provided the lowest bid for the project at \$26,447; and

WHEREAS, Task Agreement No. 2017-4 with JCI Industries, Inc. in the amount of \$26,447 is necessary to install replacement gear box for aerator #6.

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

SECTION 1. That Task Agreement No. 2017-4 with JCI Industries, Inc. for Replace Aerator Gear Box #6, 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 9th day of May, 2017.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 9th day of May, 2017, and adopted at a regular meeting of the City Council held the 9th day of May, 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: May 9, 2017

DIVISION: Public Works/ Water Services/ WWTF

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:

Replace Orbal (the biological treatment basin) aerator #6.

Aerator #6 began making a thumping sound during operation. Staff contacted JCI Industries, Inc. and had the aerator pulled and inspected. It was determined that after 20+ years of service and the damage to the gears that replacing the unit was the best option. Funds for this replacement were budgeted in the FY2018 Wastewater Plant Maintenance budget.

Bids were requested from the three contractors the City has an On-Call Services Pump Repair and Agreement with per Ordinance 2016-4277 (Cogent, Inc. (Lee Mathews/Fluid Equipment); JCI Industries, Inc., and FTC Equipment, LLC). JCI Industries, Inc. recommended replacing the gear box with original equipment to meet torque loads, output rations, and equipment mounting per the as-built specifications. Two of the companies proposed alternate brands of gear boxes. They were asked to provide a Mechanical Engineer-stamped certificate that the alternate gear box would provide the same performance as the original equipment. Two attempts were made to obtain this information, but none were received. Staff recommends awarding bid to JCI Industries, Inc., which provided the lowest bid. JCI Industries, Inc. provided the lowest bid for the project.

PROPOSED CITY COUNCIL MOTION:

Approve a resolution approving Task Agreement No. 2017-4 with JCI Industries, Inc. under the On-Call Pump Repair and Service Agreement per Ordinance 2016-4277 to install replacement gear box for aerator #6 in the amount of \$26,447.

BACKGROUND:

Aerator #6 began making a thumping sound during operation. Staff contacted JCI Industries, Inc. and had the aerator pulled and inspected. It was determined that after 20+ years of service and the damage to the gears that replacing the unit was the best option.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	JCI Industries, Inc.
Amount of Request/Contract:	\$ 26,447.00
Amount Budgeted:	\$ 56,900.00
Funding Source:	660-0000-400-2020 Plant Maintenance
Additional Funds:	\$ n/a
Funding Source:	n/a
Encumbered:	\$ n/a
Funds Remaining:	\$ 30,453.00

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving Task Agreement No. 2017- 4 with JCI Industries, Inc. under the On-Call Pump Repair and Service Agreement per Ordinance 2016-4277 to install replacement gear box for aerator #6 in the amount of \$26,447.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Task Agreement No. 2017-4
- Aerator #6 Gear Box Replacement Bid Sheet
- JCI Industries, Inc. Aerator 6 Quote
- FTC Quote 9086 – Aeration Basin – Foote Jones
- Cogent 1318638 FS Estimate Form with Gear Box 6



City of Belton – Public Works Task Agreement

Contract: Water and Wastewater Pumping System Service Contract- COOP with KCMO

Ordinance or Resolution: N/A	Task Agreement No: 2017-4	Funding Amount: n/a Purchase Order No :n/a
-------------------------------------	----------------------------------	---

Project Title: Replace Aerator Gear Box #6

Contractor/Consultant (including subs): JCI. Inc.	Division and Staff Project Manager: Rex Olinger Water Services- WWTF
--	---

Project Management Manual reviewed: N/A	Attachments (Gantt Chart, etc.): JCI Quote
--	---

PROJECT Scope (can be in the form of an attachment):
 Replace and Install Aerator Gear Box #6. Quoted Cost: \$26,447.00 JCI Quote # 0636842855C_P

Staff Signatures		Partner Signatures	
Director of Public Works: Michael Doi	City Manager/ Asst City Manager: Ron Trivitt/ Alexa Barton	Project Manager	Company Principal (if different):
Signature: _____	Signature: _____	Signature:	Signature:
Date: _____	Date: _____	Date: <u>4/19/17</u>	Date: <u>4-20-17</u>

Project Type: Design___ Construction___ Property Acquisition___ Conceptual/Problem Solving___ Surveying___
Project Discipline(s): Transportation___ Planning___ Water___ Wastewater X Stormwater___

Report(s) Received:
Work on File:

This Task Agreement is subject to all the provisions included in the Agreement, Water and Wastewater Pumping System Service Contract, Executed; 1/18/2017 Ordinance # 2016-4277

Attach scope of work, budget, and other supporting material



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

www.jciind.com

Tuesday, March 7, 2017

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

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

Attention: Rex Olinger

Subject: Brush Aerator Gearbox

Quotation #: 0636842855C_P

Item	Description	Qty	Unit Price
1.00	New Foote Jones Reducer Model SM-H 8315-25	1	\$23,862.00
	<ul style="list-style-type: none"> • Taper bushing kit not included • Specify output RPM and mounting position with order 		
2.00	Field Service Installation	1	\$2,585.00
	<ul style="list-style-type: none"> • (2) JCI Field Service technicians on-site to install replacement gear box on brush aerator • Includes travel and truck charge • Includes crane rental 		

Courtney Peace

Courtney Peace
 Application Engineer
 JCI Industries, Inc.

Mark Swendrowski

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

Terms & Conditions	
Lead Time 14 Weeks After Receiving Order	Payment Terms Net 30
Shipping Method Best Way	Shipping Terms Prepaid and Added to Invoice

Areator # 6 Gear Box Replacement Bid Sheet

<u>Company</u>	<u>Foote Jones Gear Box</u>	<u>Alternate Gear Box</u>
Cogent Inc.	\$33,654.00	\$18,394.04 (Dodge)
FTC Equipment, LLC	\$28,965.00	\$9,948.00 (Hub City)
JCI Industries, Inc.	\$26,447.00	None Suggested

JCI Industries, Inc. recommended replacing the gear box with original equipment to meet torque loads, output ratios, and equipment mounting per the as-built specifications.

Cogent, Inc. and FTC Equipment, LLC proposed alternate brands of gear boxes and were asked to provide Mechanical Engineer stamped certificates that the alternates would provide the same performance as the original equipment. Two attempts were made to obtain this information, but none were received.



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

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2.00	Field Service Installation <ul style="list-style-type: none"> (2) JCI Field Service technicians on-site to install replacement gear box on brush aerator Includes travel and truck charge Includes crane rental 	1	\$2,585.00

Courtney Peace

Courtney Peace
 Application Engineer
 JCI Industries, Inc.

Mark Swendrowski

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

Terms & Conditions	
Lead Time 14 Weeks After Receiving Order	Payment Terms Net 30
Shipping Method Best Way	Shipping Terms Prepaid and Added to Invoice

FTC Equipment, LLC

5238 Winner Road
Kansas City, MO 64127

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

Quote

Date	Estimate #
1/17/2017	9086

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
1	EA	8315H25	Facility: Aerator Basin Location: Discharge Aerators Equipment: Foote Jones Gearbox, 40HP, 43RPM Estimated Delivery: 12-14 Weeks Note: These units are made to order	26,676.00	26,676.00
1	EA	Labor Package		2,280.00	2,280.00
1		Truck	Service Truck Charge	0.00	0.00
16	HR	Labor-MO-JR2	Labor-MO	0.00	0.00
1		MLS	Materials, Lubes, Solvents & Supplies	0.00	0.00

We appreciate the opportunity to be of service to you! 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.	Subtotal	\$28,956.00
	Sales Tax (8.35%)	\$0.00
	TOTAL	\$28,956.00



Service Center Estimate

Lee Mathews	Estimate No:	1318638
Kansas City Service Center	Date:	01/16/16

BRI | FLUID EQUIPMENT | LEE MATHIEWS | VANCO | VANDEVANTER ENGINEERING | WATER TECHNOLOGY GROUP

Company: City of Belton, MO
Attention: Rex Olinger
Phone: 816-830-3713
Fax or Email: rex@belton.org
Estimate to Install: Aerator Gear Box

Scope of Work:

Estimate is for the installation of an aerator gear box on site at the City of Belton, MO. The replacement gear box is to be provided by the City of Belton and be an exact replacement. Fluid Equipment technicians will install the gearbox in place, bolt it up, and perform a laser alignment on it. After it is installed, and if available at that time, the system will be test operated. Anything found during installation service that is outside of the above scope will require an additional new estimate prior to being completed.

Aerator Gear Box Installation	\$7,255.48
Foot Jones Gear Box and Bushing	\$26,399.00
Total	\$33,654.48

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@kogentcompanies.com |
 CC: John Clary

STANDARD TERMS AND CONDITIONS

Price is FOB factory. Price does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Payment terms are net 30 days with approved credit. An interest charge of 1-1/2% per month will be added to balances over 30 days. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

Revised September 2013

SECTION IX

B

R2017-16

A RESOLUTION ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2018 THROUGH 2022.

WHEREAS, the City Council understands the importance of constructing and maintaining all infrastructure and assets throughout the City of Belton; and

WHEREAS, projects including facilities, water, sewer, stormwater drainage, streets and sidewalks and public service buildings should be included; and

WHEREAS, many projects will be funded over a number of years; and

WHEREAS, many projects may need alternative sources of funding; and

WHEREAS, the City Council understands that this is a plan, and may be changed according to budgetary constraints or priority; and

WHEREAS, this is only a plan of direction to guide Council members and City Staff;

WHEREAS, the Capital Improvement Plan for Fiscal Years (FY) 2018 through 2022 includes capital projects that acquire, support, construct, or improve the City's buildings, equipment, streets, facilities, and other infrastructure with a projected total acquisition, design, and construction cost per item of \$50,000 or more and with a projected useful life of five or more years; and

WHEREAS, City Staff has distributed and discussed the draft Capital Improvement Program for Fiscal Years 2018 through 2022 with City Council at Council Work Session held on December 6, 2016.

WHEREAS, City Staff has distributed and discussed the draft Capital Improvement Program for FY 2018-2022 with Planning Commission at Planning Commission Meeting held on February 6, 2017. At the May 1, 2017 Planning Commission Meeting, the Planning Commission carried a motion to approve the recommendation of the final draft of the FY 2018-2022 Capital Improvement Program.

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

- SECTION 1.** That the City Council hereby adopts the Five-Year Capital Improvement Program for Fiscal Years 2018 through 2022.
- SECTION 2.** That the Five-Year Capital Improvement Program shall be reviewed, revised, and adopted annually.
- SECTION 3.** That future amendments and annual revisions shall be adopted by resolution of the City Council after consultation with the Planning Commission according to requirements of Section 89.380, Revised Statutes of Missouri.
- SECTION 4.** That this resolution shall be in full force and effect from and after its passage and approval.

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

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the _____ day of _____, 2017, and adopted at a regular meeting of the City Council held the _____ day of _____, 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: May 9, 2017

DIVISION: Engineering

COUNCIL: Regular Meeting Work Session Special Session

<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order	<input 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:

Development of the FY2018-FY2022 Capital Improvement Program (CIP) has been underway and a draft version was distributed and discussed at the Council Work Session held on December 6, 2016.

A draft version was distributed and discussed at the Planning Commission meeting held on Monday, February, 6, 2017. At the May 1, 2017 Planning Commission meeting, the Planning Commission carried a motion to approve the recommendation of the final draft of the FY2018-2022 Capital Improvement Program.

PROPOSED CITY COUNCIL MOTION:

At the May 9, 2017 regular City Council meeting, approve a resolution adopting a Five-Year Capital Improvement Program for Fiscal Years 2018 through 2022.

BACKGROUND:

Last year's CIP included 28 projects, two of which are expected to be complete by the end of FY2018. Three projects were removed due to a change in priorities. In addition, four projects were added for this year's CIP:

- Intersection of Hwy 58/Y-Hwy
- Wastewater Sewer Lining
- Mullen Road Widening – Phase 2
- Stormwater Maintenance Program

The FY2017-FY-2021 CIP developed last year is available online at the following web address:
<http://www.belton.org/DocumentCenter/View/3314>.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution
FY2018-2022 CIP (Final Draft)

CITY OF BELTON, MISSOURI

CAPITAL IMPROVEMENT PROGRAM

Planned – Prepared – Measured – Transparent



FY2018-2022

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EXECUTIVE SUMMARY

PURPOSE

The City of Belton is in a large growth phase. A number of major retailers have already made Belton their home and new developments and redevelopments continue to look closely at Belton. Large projects, such as the rehabilitation of 155th Street and the wastewater treatment plant improvements, help the infrastructure keep pace with the developments. Even though a number of major projects have recently been completed, there are still long-term issues that need to be addressed, such as improvements in streets, reducing sanitary sewer inflow and infiltration (I&I), ensuring the continuation of the vibrant park system, and other equally important projects throughout the City of Belton. The capital improvements listed in this document are projects meant to be a roadmap to guide the City through the current growth and plan for the future by providing projects that are fiscally responsible, provide for extended duration, promote long-term stability, and continue to enhance the City both now and into the future.

The Capital Improvement Program (CIP) receives input from all City departments. The document includes projects which have been vetted and fully funded and projects that have partial funding. Since the CIP, a five-year planning document, is reviewed annually, this gives the governing body the flexibility to determine future priorities and to move projects back or forward as developments and needs dictate. The CIP works in conjunction with the budget,

comprehensive plans, and master plans to ensure a vibrant, vital, and orderly development for the long-term success of the City of Belton.

NEXT FIVE YEARS

The projects included in this CIP provide a planning schedule with financing options identified. To ensure an effective and fully encompassing plan, all City departments had input on submitting projects important to them. This provided for a team approach which resulted in a well thought out, long-term capital improvement program that provided for the needs of everyone.

The proposed CIP provides the following benefits:

- Encourages staff to work together and look into the future to plan for both short and long term goals
- Provides for a partnership between departments and the City Council to investigate a multitude of options and goals for long-term sustainability for the city
- Provides for annual review of major projects not normally done with other major plans (Master Plans, Comprehensive Plans, etc.)
- Focuses attention on community goals and needs and allows for citizen input
- Informs the public of future plans
- Helps to plan for future funding and debt issues
- Optimizes the use of taxpayer dollars

PROJECTS UNDER CONSTRUCTION

Recent developments such as Menards and Academy Sports along Markey Parkway have helped to spur an influx of other development projects in the area. Use of transportation development districts, tax increment financing, and other programs described in the Appendix continue to provide funding for major developments.

The Wastewater Treatment Plant Improvement project is nearing completion. The 155th Street Improvement project has just begun and the Belton Nexus Trail, an extension and connection to existing trails/walkways, is about to start.



Figure 1. Wastewater Treatment Plant Improvements under construction

While the 155th Street Improvement project was a major accomplishment, there are still many streets, particularly residential streets that are deteriorating faster than the City can manage with current revenue streams. To help pay for needed improvements, the City rolls two budget

years together to allow for major street preservation and gain some economies of scale.



Figure 2. Early Construction on 155th Street

UNDERGROUND UTILITY INFRASTRUCTURE

The “unseen and often forgotten” water, stormwater, and wastewater utility infrastructures continue to age faster than they can be replaced with current funding.

There are approximately 27 miles of cast-iron and asbestos waterlines that are primarily post-WWII era infrastructure. The City began a commitment to an annual amount of \$400,000 to replace aging and inadequate waterlines. This amount is still significantly less than the amount needed to replace waterlines before they exceed their design life expectancy.

While the sanitary sewer system has undergone some excellent changes, including the elimination of high maintenance lift stations and reduction of I&I, sanitary sewer overflows

(SSO's) continue to be a problem that needs to be addressed sooner rather than later.

Possibly the most forgotten infrastructure until intense rains hit is the stormwater system. The City made very effective use of the 2006 voter-approved stormwater bonds to complete projects such as Cleveland Lake, Oil Creek Culvert Replacement, and others. The development of the Markey Regional Detention Program has helped to provide needed stormwater detention and decrease the costs incurred by individual developers who otherwise would have to construct expensive on-site stormwater detention.

A summary of the underground utility infrastructure condition, as is the case with most of the infrastructure throughout the country, is that current funding does not allow for replacement of the aging infrastructure faster than the reduction in life expectancy.

FLEET AND EQUIPMENT

The three departments with the majority of the vehicle and equipment fleet (Public Works, Fire, and Police) are utilizing a replacement program that is fiscally prudent and provides those departments an improved ability to do their job as effectively as possible. This has allowed for the vehicles of several departments to be replaced, some of which were nearly 20 years old.

MAINTENANCE AND OPERATION COSTS

As with most states, counties, and municipalities, the City of Belton is facing the challenge of maintaining aging infrastructure while preparing for major growth and development, all on a limited budget. Staff recommends making planning and improvement of public infrastructure and facilities a main priority. The maintenance and construction of facilities, streets, stormwater, water, sanitary sewer, and other assets must keep pace with the changing population, demands, and regulations for the long-term growth and sustainability of the city.

The City of Belton's operating budget can be summarized as the maintenance operations, salaries, and interest payments that provide ongoing services to citizens. As Capital Improvement Projects are completed, operation and maintenance of these new facilities must be absorbed in the operating budget. Operating costs for new facilities may include reductions or increases in maintenance supplies, equipment, and staff. These operating costs are adjusted annually to account for new capital projects or accommodate growth and inflation in maintaining or improving service levels. The City should be careful that operating revenues are available to cover operating and maintenance services when considering new projects. Recurring expenses must be considered prior to scheduling the various projects in the program.

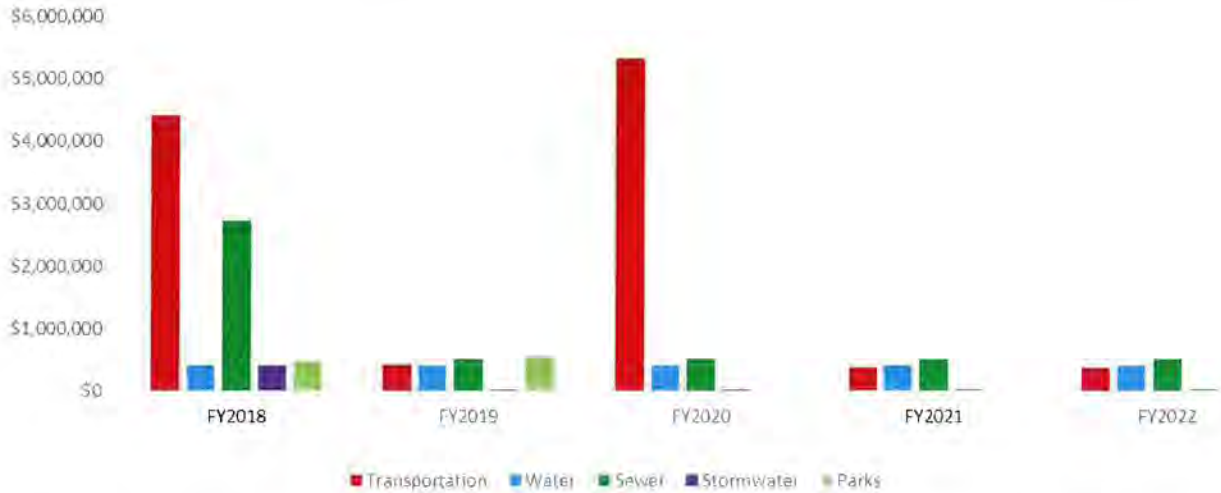


Figure 3. Project funding by division or department

BEST MANAGEMENT PRACTICES

The City of Belton’s master planning and comprehensive planning documents outline several maintenance and improvement needs related to essential services: sanitary sewers, water, stormwater, and road improvements. The City has attempted to balance investments in water and sanitary sewer capital improvement projects funded through the water and wastewater funds while being sensitive to the associated user rates and development impact fees.

Currently, the Transportation Division manages maintenance of the City’s stormwater facilities. As funding street maintenance is a challenge for all cities, it may be in the City’s best interest to work toward establishing a stormwater utility. A stormwater utility is to stormwater what a sewer utility is to sewage. It is a "stand-alone" service unit within the City government that

generates revenues through fees for service. A stormwater utility is responsible for funding the operation, construction, and maintenance of stormwater management devices and infrastructure for stormwater system planning and management.

A stormwater utility generates its revenue through user fees, and the revenues from the stormwater charges would go into a separate fund that may only be used for stormwater services.

CAPITAL IMPROVEMENT PROGRAM FUNDING

Table 1 (page 6) provides the funded projects that make up the FY2018-2022 Capital Improvement Program. The funds needed for the projects in Table 1 are then shown as funding per division or department for each fiscal year in Figure 3.

CONCLUSION

Infrastructure, including sustainable transportation and utilities, vibrant and exciting parks, effective emergency services, and all other municipal services are the backbone of the community and provides essential and vital services necessary for a thriving and growing community. A well-planned, funded, and executed CIP can be a major tool used to meet

the challenges of the need for major improvements with limited budgets. It is imperative for the City to consider all of the proposed projects. The decisions that will be made now will affect the growth, prosperity, and well-being of the City for many years to come.

PROJECT FUNDING

Table 1. All Projects Expenditures by Funding

PROJECTS WITH FUNDING SECURED								
Project ID	Title	FY2018	FY2019	FY2020	FY2021	FY2022	Beyond	Total
WW-1	I&I REDUCTION PROGRAM	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$3,000,000
WW-2	WASTEWATER COLLECTION SYSTEM MASTER PLAN	\$200,000	\$0	\$0	\$0	\$0	\$0	\$200,000
WW-3	30" INTERCEPTOR LINE	\$1,800,000	\$0	\$0	\$0	\$0	\$0	\$1,800,000
WW-5	STREAMBANK STABILIZATION	\$225,000	\$0	\$0	\$0	\$0	\$0	\$225,000
T-1	STREET RECONSTRUCTION PROGRAM	\$370,000	\$370,000	\$370,000	\$370,000	\$370,000	\$370,000	\$2,220,000
T-2	155TH STREET WIDENING	\$3,570,000	\$0	\$0	\$0	\$0	\$0	\$3,570,000
T-4	HIGHWAY 58 AND Y HIGHWAY INTERSECTION	\$100,000	\$0	\$800,000	\$0	\$0	\$0	\$900,000
T-5	MULLEN ROAD WIDENING - PHASE 1	\$370,000	\$50,000	\$4,148,000	\$0	\$0	\$0	\$4,568,000
P-1	BELTON NEXUS	\$470,712	\$0	\$0	\$0	\$0	\$0	\$470,712
P-2	BEL-RAY CONNECTOR TRAIL	\$0	\$550,000	\$0	\$0	\$0	\$0	\$550,000
DW-1	WATERLINE REPLACEMENT PROGRAM	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$2,400,000
DW-3	STREAMBANK STABILIZATION	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
SW-5	BUENA VISTA STORMWATER IMPROVEMENTS	\$394,032	\$0	\$0	\$0	\$0	\$0	\$394,032
TOTALS		FY2018	FY2019	FY2020	FY2021	FY2022	Beyond	Total
		\$8,105,712	\$1,870,000	\$6,218,000	\$1,270,000	\$1,270,000	\$1,270,000	\$20,003,712

PROJECT DETAIL SHEETS

In the FY2018-2022 CIP, there are 10 Capital Improvement Projects and 3 Capital Improvement Programs. A project can be defined as an individual enterprise that is carefully planned and designed to achieve a particular aim. Projects unlike programs have a definitive end. Project detail sheets in the CIP are categorized as Drinking Water, Wastewater, Transportation, Facilities, Parks, and Stormwater. Within each category, the projects are numbered based on their priority and/or schedule. Rankings for Transportation were determined based on consensus from the City Department Heads, Planning Commission, and City Council. While the three programs are primarily maintenance based, the goal is to improve the City's existing assets.

FY2018-2022 CAPITAL IMPROVEMENT PROGRAM
CITY OF BELTON, MISSOURI

PROJECT NUMBER:
WW-1

PROJECT NAME:
I&I REDUCTION PROGRAM

DEPARTMENT:
PUBLIC WORKS

PROJECT DESCRIPTION:
 This program is the City's public and private Inflow (I&I) Reduction Program. The program will include repairs to public infrastructure (sanitary manholes and pipes) and evaluation for prevention of I&I contributors (improperly connected cleanouts, downspouts, sump pumps) to private buildings in order to reduce and prevent rainwater from entering the sanitary system. Overall, these improvements will decrease the costs to the City for treating sanitary sewage.

PROJECT JUSTIFICATION:
 The City has made a strong commitment to reducing I&I in the collection system. I&I is groundwater and stormwater entering the sanitary sewer system. This causes overloaded sewers and additional costs to unnecessarily treat stormwater. I&I can also cause sewer backup leading to basement flooding. The goal of the City's comprehensive program is to reduce I&I in the system by 40%.

PROJECT FUNDING DESCRIPTION AND STATUS:

This 5-year period of the project is funded by the wastewater enterprise fund. Status: **Partially Funded**

<u>FUNDING SOURCES:</u>	FY2018	FY2019	FY2020	FY2021	FY2022	BEYOND	TOTAL
WASTEWATER ENTERPRISE FUND	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$3,000,000
TOTAL	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$3,000,000

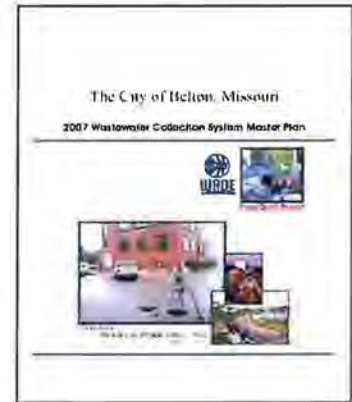
<u>EXPENDITURES:</u>	FY2018	FY2019	FY2020	FY2021	FY2022	BEYOND	TOTAL
LAND DESIGN CONSTRUCTION UTILITY LEGAL CONTINGENCY							
TOTAL	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$3,000,000

**FY2018-2022 CAPITAL IMPROVEMENT PROGRAM
CITY OF BELTON, MISSOURI**

PROJECT NUMBER:
WW-2

PROJECT NAME:
WASTEWATER COLLECTION SYSTEM MASTER PLAN

DEPARTMENT:
PUBLIC WORKS



PROJECT DESCRIPTION:
This project includes updating the City's current Wastewater Collection System Master Plan created in 2007.

PROJECT JUSTIFICATION:
The Collection System Master Plan Update will present the findings of a comprehensive analysis of the capacity of the District's wastewater collection system and recommendations for updates to the required collection system improvement projects in the District's Capital Improvement Plan. It is recommended to update the master plan every five years to keep up to date with changes in the system and ensure the right project is completed at the right time to ensure the most efficient use of funding.

PROJECT FUNDING DESCRIPTION AND STATUS:

This project is funded through the wastewater enterprise fund. Status: **Fully Funded**

FUNDING SOURCES:	FY2018	FY2019	FY2020	FY2021	FY2022	BEYOND	TOTAL
WASTEWATER ENTERPRISE FUND	\$200,000						\$200,000
TOTAL	\$200,000						\$200,000

EXPENDITURES:	FY2018	FY2019	FY2020	FY2021	FY2022	BEYOND	TOTAL
LAND DESIGN CONSTRUCTION UTILITY LEGAL CONTINGENCY	\$200,000						\$200,000
TOTAL	\$200,000						\$200,000

FY2018-2022 CAPITAL IMPROVEMENT PROGRAM
CITY OF BELTON, MISSOURI

PROJECT NUMBER:
WW-3

PROJECT NAME:
30" INTERCEPTOR LINE

DEPARTMENT:
PUBLIC WORKS

PROJECT DESCRIPTION:
 This project includes engineering design, analysis, and lining of the City's 27- and 30-inch diameter sanitary sewer interceptor from the current Public Works Maintenance Facility south to the 36-inch interceptor. In addition, some 18-inch sewer upstream will be lined under this project.

PROJECT JUSTIFICATION:
 The City has made a strong commitment to reducing infiltration and inflow (I&I) in the collection system. I&I is ground water and stormwater entering the sanitary sewer system. This causes overloaded sewers and additional costs to unnecessarily treat stormwater. I&I can also cause sewer backup leading to basement flooding. The goal of the City's comprehensive program is to reduce I&I in the system by 40%.

PROJECT FUNDING DESCRIPTION AND STATUS:

This project is funded through the wastewater enterprise fund. Status: **Fully Funded**

<u>FUNDING SOURCES:</u>	FY2018	FY2019	FY2020	FY2021	FY2022	BEYOND	TOTAL
WASTEWATER ENTERPRISE FUND	\$1,800,000						\$1,800,000
TOTAL	\$1,800,000						\$1,800,000

<u>EXPENDITURES:</u>	FY2018	FY2019	FY2020	FY2021	FY2022	BEYOND	TOTAL
LAND							
DESIGN	\$50,000						
CONSTRUCTION	\$1,750,000						\$1,750,000
UTILITY							
LEGAL							
CONTINGENCY							
TOTAL	\$1,800,000						\$1,750,000

**FY2018-2022 CAPITAL IMPROVEMENT PROGRAM
CITY OF BELTON, MISSOURI**

PROJECT NUMBER:

WW-5

PROJECT NAME:

STREAMBANK STABILIZATION

DEPARTMENT:

PUBLIC WORKS

PROJECT DESCRIPTION:

This project includes streambank stabilization in order to prevent streambank erosion from continuing and possibly impacting and exposing sanitary sewers and waterlines.

PROJECT JUSTIFICATION:

Streambank stabilization helps with creek erosion and is necessary to complete prior to issues arising from exposed sanitary sewer and waterlines within streams. Exposed sanitary sewer and waterlines within creeks create risks which could potentially lead to sanitary sewer discharging into streams and waterlines freezing and causing water main breaks.

PROJECT FUNDING DESCRIPTION AND STATUS:

This project is funded through the wastewater enterprise fund. Status: **Fully Funded**

<u>FUNDING SOURCES:</u>	FY2018	FY2019	FY2020	FY2021	FY2022	BEYOND	TOTAL
WASTEWATER ENTERPRISE FUND	\$225,000						\$225,000
TOTAL	\$225,000						\$225,000

<u>EXPENDITURES:</u>	FY2018	FY2019	FY2020	FY2021	FY2022	BEYOND	TOTAL
LAND DESIGN CONSTRUCTION UTILITY LEGAL CONTINGENCY	\$225,000						\$225,000
TOTAL	\$225,000						\$225,000

**FY2018-2022 CAPITAL IMPROVEMENT PROGRAM
CITY OF BELTON, MISSOURI**

PROJECT NUMBER:

T-1

PROJECT NAME:

STREET RECONSTRUCTION PROGRAM

DEPARTMENT:

PUBLIC WORKS

PROJECT DESCRIPTION:

Due to funding constraints, the current Street Preservation Program only includes curb replacement, overlay, and chip seal. The City currently has 21 linear miles of public streets that are rated "poor" to "failed". In most cases, the appropriate solution is to complete a full reconstruct of the "poor" to "failed" streets totaling approximately \$20 million.

PROJECT JUSTIFICATION:

Staff has a thorough understanding of the condition and needs of the streets based on a recently completed condition assessment. Staff tracks the condition and activities with the Cartegraph system. While there are currently 21 linear miles of streets that predominantly require reconstruction, this number will only increase due to the lack of funding available to maintain the streets that are of higher ratings or in better condition. In addition to funds needed to complete the full reconstruction of roads, there needs to be a net increase of \$900,000 annually in the budget in order to maintain

PROJECT FUNDING DESCRIPTION AND STATUS:

Although there are a small amount of funds that are budgeted annually for street preservation, there is a great need for additional funding sources in order to preserve, maintain, and reconstruct the streets that are in need. Additional funding sources may include property taxes, sales taxes, general obligation bonds, and gas taxes. Status: **Partially Funded**

<u>FUNDING SOURCES:</u>	FY2018	FY2019	FY2020	FY2021	FY2022	BEYOND	TOTAL
	\$370,000	\$370,000	\$370,000	\$370,000	\$370,000	\$370,000	\$2,220,000
TOTAL	\$370,000	\$370,000	\$370,000	\$370,000	\$370,000	\$370,000	\$2,220,000

<u>EXPENDITURES:</u>	FY2018	FY2019	FY2020	FY2021	FY2022	BEYOND	TOTAL
LAND							
DESIGN							
CONSTRUCTION	\$370,000	\$370,000	\$370,000	\$370,000	\$370,000	\$370,000	\$2,220,000
UTILITY							
LEGAL							
CONTINGENCY							
TOTAL	\$370,000	\$370,000	\$370,000	\$370,000	\$370,000	\$370,000	\$2,220,000

**FY2018-2022 CAPITAL IMPROVEMENT PROGRAM
CITY OF BELTON, MISSOURI**

PROJECT NUMBER:
T-2

PROJECT NAME:
155TH STREET WIDENING

DEPARTMENT:
PUBLIC WORKS

PROJECT DESCRIPTION:
Widening of 155th Street from the East Frontage (Outer) Road of I-49 to Harris Avenue. Project will include accommodations for pedestrians and bicyclists. **The construction phase began in January 2017.**

PROJECT JUSTIFICATION:
155th Street runs west to east from the Centerpoint development at the former Richards Gebaur Airport to Ward Road in Lee's Summit. 155th Street is projected to have large increases in traffic in the coming years and is a natural route for traffic to access I-49. Belton has worked with the City of Grandview to secure federal funding through the Mid-America Regional Council.

PROJECT FUNDING DESCRIPTION AND STATUS:
MoDOT Surface Transportation Program funds payed 80% of right-of-way (ROW) and construction costs. The remaining 20%, considered local match, of the ROW and construction dollars are split evenly between Belton and Grandview where each City will pay 10%. Belton's share of the local match and engineering costs will be paid for by street impact fees. Status: **Fully Funded**

FUNDING SOURCES:	FY2018	FY2019	FY2020	FY2021	FY2022	BEYOND	TOTAL
STP	\$2,779,880						\$2,779,880
GRANDVIEW	\$357,000						\$357,000
STREET IMPACT FEES	\$433,120						\$433,120
TOTAL	\$3,570,000						\$3,570,000

EXPENDITURES:	FY2018	FY2019	FY2020	FY2021	FY2022	BEYOND	TOTAL
LAND							
DESIGN/ENGINEERING	\$84,000						\$84,000
CONSTRUCTION	\$3,486,000						\$3,486,000
UTILITY							
LEGAL							
CONTINGENCY							
TOTAL	\$3,570,000						\$3,570,000

FY2018-2022 CAPITAL IMPROVEMENT PROGRAM
CITY OF BELTON, MISSOURI

PROJECT NUMBER:

T-4

PROJECT NAME:

HIGHWAY 58 AND Y HIGHWAY INTERSECTION

DEPARTMENT:

PUBLIC WORKS

PROJECT DESCRIPTION:

This project would include the realignment of the intersection of State Highway 58 and Y Highway.

PROJECT JUSTIFICATION:

The intersection of State Highway 58 and Y Highway is currently congested due to a limited number of lanes and pedestrian refuge islands within the intersection. Modification of this intersection to provide for additional through lanes would reduce queue lengths at the intersection especially during peak hours. It is a high priority that this intersection operate at the most efficient level possible as it is the main corridor connecting east and west Belton and has a traffic volume of approximately 15,000 ADT.

PROJECT FUNDING DESCRIPTION AND STATUS:

The City received 2019-2020 Surface Transportation Program (STP) funds awarded by the Mid America Regional Committee in an amount of \$441,000. The Belton Cass Regional Transportation Development District (TDD) is also involved with funding the project. Status: **Fully Funded**

<u>FUNDING SOURCES:</u>	FY2018	FY2019	FY2020	FY2021	FY2022	BEYOND	TOTAL
STP			\$441,000				\$441,000
BELTON CASS TDD	\$100,000		\$359,000				\$459,000
TOTAL	\$100,000		\$800,000				\$900,000

<u>EXPENDITURES:</u>	FY2018	FY2019	FY2020	FY2021	FY2022	BEYOND	TOTAL
LAND							
DESIGN	\$100,000						\$100,000
CONSTRUCTION			\$800,000				\$800,000
UTILITY							
LEGAL							
CONTINGENCY							
TOTAL	\$100,000		\$800,000				\$900,000

**FY2018-2022 CAPITAL IMPROVEMENT PROGRAM
CITY OF BELTON, MISSOURI**

PROJECT NUMBER:

T-5

PROJECT NAME:

MULLEN ROAD WIDENING - PHASE 1

DEPARTMENT:

PUBLIC WORKS

PROJECT DESCRIPTION:

This project includes two phases of widening Mullen Road. The first phase is from Silver Maple Drive to just south of the Cambridge and Mullen intersection. **The project is currently in the property acquisition phase.**

PROJECT JUSTIFICATION:

The City envisions Markey Parkway and Mullen Road eventually connecting the interchanges of 163rd Street and North Cass Parkway along Interstate 49. The TDD will provide funding for this project. The focus of FY2016 expenditures has been towards preliminary design for Phase 1, Phase 2, and the North Cass Connector as well as property acquisition for Phase 1.

PROJECT FUNDING DESCRIPTION AND STATUS:

This project is supported by the Belton Cass Regional Transportation Development District (TDD). Status: **Fully Funded**

FUNDING SOURCES:	FY2018	FY2019	FY2020	FY2021	FY2022	BEYOND	TOTAL
BELTON CASS TDD	\$370,000	\$50,000	\$4,148,000				\$4,568,000
TOTAL	\$370,000	\$50,000	\$4,148,000				\$4,568,000

EXPENDITURES:	FY2018	FY2019	FY2020	FY2021	FY2022	BEYOND	TOTAL
LAND	\$220,000						\$220,000
DESIGN	\$150,000	\$50,000					\$200,000
CONSTRUCTION			\$3,338,000				\$3,338,000
UTILITY			\$160,000				\$160,000
LEGAL							
CONTINGENCY			\$650,000				\$650,000
TOTAL	\$370,000	\$50,000	\$4,148,000				\$4,568,000

**FY2018-2022 CAPITAL IMPROVEMENT PROGRAM
CITY OF BELTON, MISSOURI**

PROJECT NUMBER:

P-1

PROJECT NAME:

BELTON NEXUS

DEPARTMENT:

PARKS AND PUBLIC WORKS

PROJECT DESCRIPTION:

This project includes the construction of a bicycle and pedestrian facilities from Memorial Park along State Highway 58, Towne Center Drive, and Markey Parkway to Wallace Park. The project accommodates bicyclists and pedestrians on a shared-use trail and also on shared roadway lanes and sidewalks. The bidding phase has been completed and the bid award was approved by the City Council on April 11, 2017.

PROJECT JUSTIFICATION:

The Belton Nexus project area was conceptualized in the Trail Master Plan and creates a safe alternative transportation connection between activity centers and residential areas. The connections created will provide commuters a safe corridor to walk or bike to work and allows alternative access to the High-Blue Wellness Community Center as well as other destinations.

The Transportation Development District's participation in this project stems from the improvements along Towne Center Drive and Markey Parkway.

PROJECT FUNDING DESCRIPTION AND STATUS:

The City was awarded Transportation Enhancements and Transportation Alternatives (TE/TA) funding in 2013 in the amount of \$326,160. The TDD's share of the project amounts to \$66,000 and based upon the awarded bid, the City can expect its share to be \$78,522. Status: **Fully funded**

<u>FUNDING SOURCES:</u>	FY2018	FY2019	FY2020	FY2021	FY2022	BEYOND	TOTAL
MDOT	\$326,160						\$326,160
TDD	\$66,000						\$66,000
City	\$78,552						\$78,552
TOTAL	\$470,712						\$470,712

<u>EXPENDITURES:</u>	FY2018	FY2019	FY2020	FY2021	FY2022	BEYOND	TOTAL
LAND							
DESIGN							
CONSTRUCTION	\$470,712						\$470,712
UTILITY							
LEGAL							
CONTINGENCY							
TOTAL	\$470,712						\$470,712

**FY2018-2022 CAPITAL IMPROVEMENT PROGRAM
CITY OF BELTON, MISSOURI**

PROJECT NUMBER:

P-2

PROJECT NAME:

BEL-RAY CONNECTOR TRAIL

DEPARTMENT:

PARKS AND PUBLIC WORKS

PROJECT DESCRIPTION:

This project includes the construction of a bicycle and pedestrian facilities from Wallace Park south along Mullen Road, east along Meadow Creek Drive, continuing along the south side of Bel-Ray Estates, and connecting to Kentucky Drive at 170th Street. The project accommodates bicyclists and pedestrians on a shared-use trail and also on shared roadway lanes and sidewalks.

PROJECT JUSTIFICATION:

The Bel-Ray Connector Trail project was conceptualized in the Trail Master Plan and creates a safe alternative transportation connection between activity centers, residential areas, and the City of Raymore. The connections created will provide commuters a safe corridor to walk or bike to work and allows alternative access to the High-Blue Wellness Community Center as well as other destinations.

PROJECT FUNDING DESCRIPTION AND STATUS:

The City was awarded Transportation Alternatives Program (TAP) funding in 2015 in the amount of 80% not to exceed \$500,000. Status: **Partially Funded**

FUNDING SOURCES:	FY2018	FY2019	FY2020	FY2021	FY2022	BEYOND	TOTAL
TAP		\$400,000					\$400,000
OTHER		\$150,000					\$150,000
TOTAL		\$550,000					\$550,000

EXPENDITURES:	FY2018	FY2019	FY2020	FY2021	FY2022	BEYOND	TOTAL
LAND		\$50,000					\$50,000
DESIGN		\$50,000					\$50,000
CONSTRUCTION		\$450,000					\$450,000
UTILITY							
LEGAL							
CONTINGENCY							
TOTAL		\$550,000					\$550,000

**FY2018-2022 CAPITAL IMPROVEMENT PROGRAM
CITY OF BELTON, MISSOURI**

PROJECT NUMBER:
DW-1

PROJECT NAME:
WATERLINE REPLACEMENT PROGRAM

DEPARTMENT:
PUBLIC WORKS

PROJECT DESCRIPTION:
This program involves replacement of existing waterline pipes at various locations throughout the City. It includes replacing both cast iron and asbestos pipes in a systematic process on an annual basis. Waterlines to be replaced in FY2018 and beyond will be identified in the future and depicted in the figure.

PROJECT JUSTIFICATION:
A Waterline Replacement Program is one of the recommendations of the 2012 Drinking Water Master Plan. The waterlines indicated to be replaced represent the top priority of this program. The program also includes installing several loops in the system to improve fire protection flows at various locations. This program was first included in the CIP three years ago and represents an ongoing transition from development-driven improvements to also include a proactive replacement of aging infrastructure.

PROJECT FUNDING DESCRIPTION AND STATUS:
This annual program is funded by the water enterprise fund. Status: **Partially Funded**

<u>FUNDING SOURCES:</u>	FY2018	FY2019	FY2020	FY2021	FY2022	BEYOND	TOTAL
WATER ENTERPRISE FUND	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$2,400,000
TOTAL	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$2,400,000

<u>EXPENDITURES:</u>	FY2018	FY2019	FY2020	FY2021	FY2022	BEYOND	TOTAL
LAND							
DESIGN	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$180,000
CONSTRUCTION	\$370,000	\$370,000	\$370,000	\$370,000	\$370,000	\$370,000	\$2,220,000
UTILITY							
LEGAL							
CONTINGENCY							
TOTAL	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$2,400,000

**FY2018-2022 CAPITAL IMPROVEMENT PROGRAM
CITY OF BELTON, MISSOURI**

PROJECT NUMBER:
DW-3

PROJECT NAME:
STREAMBANK STABILIZATION

DEPARTMENT:
PUBLIC WORKS

PROJECT DESCRIPTION:
This project includes streambank stabilization in order to prevent streambank erosion from continuing and possibly impacting and exposing sanitary sewers and waterlines.

PROJECT JUSTIFICATION:
Streambank stabilization helps with creek erosion and is necessary to complete prior to issues arising from exposed sanitary sewer and waterlines within streams. Exposed sanitary sewer and waterlines within creeks create risks which could potentially lead to sanitary sewer discharging into streams and waterlines freezing and causing water main breaks.

PROJECT FUNDING DESCRIPTION AND STATUS:
This project is funded through the wastewater enterprise fund. Status: **Fully Funded**

FUNDING SOURCES:	FY2018	FY2019	FY2020	FY2021	FY2022	BEYOND	TOTAL
WATER ENTERPRISE FUND	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
TOTAL	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000

EXPENDITURES:	FY2018	FY2019	FY2020	FY2021	FY2022	BEYOND	TOTAL
LAND DESIGN CONSTRUCTION UTILITY LEGAL CONTINGENCY	\$100,000						\$100,000
TOTAL	\$100,000						\$100,000

**FY2018-2022 CAPITAL IMPROVEMENT PROGRAM
CITY OF BELTON, MISSOURI**

PROJECT NUMBER:
SW-5

PROJECT NAME:
BUENA VISTA STORMWATER IMPROVEMENTS

DEPARTMENT:
PUBLIC WORKS

PROJECT DESCRIPTION:
The conceptual improvement for this area includes upsizing culverts, upgrading the storm sewer system, increasing the ditch size, and creating detention upstream.

PROJECT JUSTIFICATION:
There are potentially seven residential concerns regarding stormwater flooding as well as flash flooding of the streets during large storm events. The existing storm system is undersized resulting in significant amounts of overland flow during significant rainfall events. Above ground swales are insufficient to handle the overland flow. This is the #5 priority project in Priority Group 1 as identified in the 2012 Stormwater Master Plan. In addition to the recommendations in the Master Plan, the City is interested in acquiring property upstream of the neighborhood of concern in order to create detention.

PROJECT FUNDING DESCRIPTION AND STATUS:

Funding was originally provided for Buena Vista Stormwater Improvements and East Pacific Improvements. After it was determined that additional work was needed to be accomplished upstream of Buena Vista, the funds were transferred to complete the East Pacific Stormwater Project. Status: **Partially Funded**

<u>FUNDING SOURCES:</u>	FY2018	FY2019	FY2020	FY2021	FY2022	BEYOND	TOTAL
STORMWATER BOND	\$394,032						\$394,032
TOTAL	\$394,032	\$0	\$0	\$0	\$0	\$0	\$394,032

<u>EXPENDITURES:</u>	FY2018	FY2019	FY2020	FY2021	FY2022	BEYOND	TOTAL
LAND							
DESIGN	\$10,843						\$10,843
CONSTRUCTION	\$383,189						\$383,189
UTILITY							
LEGAL							
CONTINGENCY							
TOTAL	\$394,032						\$394,032

APPENDIX

CAPITAL IMPROVEMENT PROCESS

Definition – A capital improvement is a necessary or desirable project that supports or improves infrastructure or facilities and enhances the City’s ability to provide safe and desirable services for the benefit of the community and the future of the City of Belton. These projects directly affect the way citizens live, travel, and conduct business within our community. Furthermore, a capital project may be further defined as a project or asset with a minimum total cost of \$50,000 resulting in 1) creation of a new fixed asset or 2) enhancement to an existing fixed asset with a life expectancy of at least 20 years.¹ Examples include construction or expansion of public buildings, new storm and sanitary sewers, waterline upgrades and extensions, acquisition of land for public use, planning and engineering costs, and street construction. The Planning Commission reviews the preliminary program for consistency with the comprehensive plan and, if appropriate, submits the preliminary program to the City Council for consideration. The City Council either accepts the program with or without amendments or rejects it. Thus, the CIP becomes an essential guide to basic community improvements.

Identification – The need for capital improvements may be identified by an appropriate master plan, by changes within a growing community, or by regulatory legislation. Planned and coordinated capital improvement project identification enhances the City’s ability to change the appearance and make the community more desirable to existing and potential residents, businesses, and industries. Projects are prioritized based on many factors including their critical necessity, effect on property values, city growth, and overall health, safety, and welfare of the citizens.

Creation – When a capital improvement has been identified, the City Engineer or Project Manager defines the scope of the project and prepares a preliminary cost estimate for the design and acquisition of property, if applicable, and construction of the project. These cost estimates are typically conceptual in nature with considerable contingencies included. Each phase of the project will be placed on the CIP, and the City will budget funds accordingly.

MODIFYING THE CIP

The proposed five-year CIP for the City of Belton is a fluid document that can be changed as the infrastructure requirements change, development occurs, and funding opportunities become available. Additionally, changing needs and priorities, emergencies, cost changes, mandates, and changes in technology may require the CIP to be updated. As new projects are identified and new

¹ The City of Belton is applying accepted accounting practices in the CIP report.

revenues become available, projects are added to the annual prioritized funding schedule. Future changes anticipated by the Public Works Department include:

- **Transportation Master Plan (TMP):** It is recommended that the City develop a TMP in the near future as it would provide a summary of all findings and recommendations developed and culminate in a master recommended action plan to address the City's immediate and long-range transportation needs. The action plan will include capital improvement projects, land use planning and policy modifications, maintenance efforts, and public outreach and education programs. The action plan will be organized and presented in a concise manner whereby actions are prioritized, assigned to appropriate staff with recommended timelines/schedules, budgets, and expected benefits. Belton's CIP will need updating once the TMP is complete.
- Continued focus toward the Livable Streets concepts
- Creation of a Stormwater Utility that generates dedicated revenues for the maintenance of stormwater infrastructure like water and wastewater
- Possible regional efforts in water and wastewater services

CAPITAL IMPROVEMENTS PLAN IMPLEMENTATION

When a project on the CIP schedule is funded, the City's Project Manager (typically the City Engineer or the Assistant City Engineer) will assume the oversight responsibilities. Although the City has an adopted Project Management Manual (PMM), this section will highlight the fundamentals of project management. The first phase involves securing professional engineering services or moving forward with in-house design services to define the exact scope, detail, and cost of a project. Phase two is the actual design of the project. With the exception of small, easily defined projects, these phases typically occur over a two-year period. This allows for the design to be completed, easements and right-of-way secured, and funding to be identified and authorized for the actual construction of a project.

Design - The Project Manager will negotiate an engineering services contract for the design of a defined project unless the project is to be designed in-house. Architectural and engineering services contracts are awarded to firms strictly based on the firms' qualifications and expertise to perform the work. The selected consultant then submits a schedule of total hours and a scope of services needed to complete the design of the project. Upon award of a design contract, the selected consultant or in-house design team will complete a set of preliminary design plans. After reviewing the preliminary design, the engineering firm or in-house design team may have a public meeting followed by development right of way and easements documents. The legal descriptions and related documents are necessary for all land, right-of-way, and easement acquisitions necessary before proceeding with the project. The consultant or in-house design team will complete the general conditions documentation and any remaining technical specifications for a complete package ready to advertise for construction services. The project is advertised when all land, right-of-way, and easement acquisitions are complete.

Advertisement and Award - The project is advertised for periods of at least two weeks, depending on the complexity of the project. Each contractor must submit with their bid, a bid bond equal to five (5) percent of the contract value and certification of compliance with state prevailing wage regulations. State law requires that all labor by contractors on public improvements must be paid for at prevailing wage rates. When the contract is awarded, the contractor must provide performance and payment bonds, which guarantees the acceptable completion of the project. The majority of construction projects managed through the Public Works Department are unit price contracts, which define a quantity of product at a specific per unit cost. A minority of projects may result in lump sum contracts for the construction of a structure or new facility.

Schedule - The project scope defines a construction duration period from the time a “Notice to Proceed” is issued to the point of substantial completion and final completion. The Project Manager will confer with the contractor to assign a construction schedule to define the development of the project within the contracted time. Consideration is given to the project scope, seasonal issues, procurement schedules, job complexity, and other items in the development of a project schedule. The assessment of liquidated damages is included in construction contracts for failure to meet project schedules.

Payments - As construction of the project proceeds, the contractor will submit to the Project Manager an application for monthly payment based upon the estimated percent of project completion. The City Engineer and consulting engineering firm evaluates the progress and approves an appropriate payment. A percent retainage fee (typically five percent) is withheld to assure all tasks are completed before final payment is made.

Changes - When something occurs to change the scope of the construction project, the contractor will request a change order. A change order is an amendment to the original contract which details the scope and cost of the change. All change orders are processed and approved in accordance with the City’s adopted purchasing policy.

Substantial Completion - When the contractor has delivered a usable product to the community, a request for payment for substantial completion will be made. At this time, a comprehensive inspection is performed by City staff or the engineering consultant and a punch list of outstanding items is prepared. Upon acceptance of substantial completion, the contractor will be fully paid for all work completed on the project less the 5% retainage held back until final acceptance. The punch list items and all deficiencies must be completed before final acceptance of the project and final payment is approved and made.

Final Acceptance - Final acceptance is achieved when the contractor has completed all punch list and items and has provided the City with a maintenance bond (usually two years from final acceptance) to cover labor material expenses through this warranty period. At the same time, the resident inspector initiates the completion of “as-built” drawings prepared from field records. These records will be delivered to the City. Any unspent moneys authorized for a project will be returned to the CIP fund for reallocation on future projects.

CIP FUNDING SOURCES

A large component of developing the CIP focuses on the balancing of available resources with the identified budget needs. The process involves reviewing all funding sources used for various capital improvements each year. Consideration must be given to legal limitations of debt capacity as well as the impact of debt issuance on tax rates and user charges. Financial analysis utilizes staff projections of future bond sales, interest rates, population growth, assessed valuation increases, user fees, and other variables. A listing of existing funding sources and definitions follow:

General Fund

The General Fund is the primary operating fund for the City. Expenditures from this fund provide basic City services such as police and fire protection, planning, inspection, engineering, animal control, civil defense, municipal court, and overall basic services such as finance and data processing, personnel, and general administration of the City. Revenue sources include items such as property taxes, sales taxes, franchise taxes, cigarette taxes, fines, business licensing and permitting, grants, allocations from other City departments for services provided, and other small sources. The General Fund can be used to provide funds for programs and projects where shortfalls exist.

Transportation Fund

The Transportation Fund (Street Fund) is used for the Annual Paving Program, Ice and Snow Removal, and Street Maintenance. The main sources of revenue for this fund include a one-half percent transportation sales tax, motor vehicle taxes, and fuel taxes.

Stormwater

The City currently does not have a dedicated revenue source to maintain and improve the storm system and these services are currently provided through the Transportation Fund. As funding street maintenance is a challenge for all cities, it may be in the cities best interest to work toward establishing a stormwater utility.

Water and Wastewater Funds

The Water and Wastewater Funds cover all expenses related to providing water and collecting and treating sanitary sewer for residents and businesses in the City of Belton. The main sources of revenue for the Water and Wastewater Funds come from:

- Rates and User Fees
- Water Tap Fees
- Water and Sanitary Sewer Impact Fees

Arterial Street Impact Fees

Impact fees are to be paid for a development that generates new traffic in the City. Fees are based on the amount of traffic the new development will generate. The proceeds of which shall be used for improvements to arterial streets improvements throughout the City.

Capital Improvements Fund

The Capital Improvements Fund is funded solely by a one-half percent capital improvements sales tax. Revenues from this fund are currently committed to debt service on the 71 and Y-Highway interchange project, new Police and Court building, and City Hall Renovations.

General Obligation (GO) Bond Fund

The City is authorized to issue General Obligation Bonds payable from ad valorem taxes to finance capital improvement and equipment upon a two-thirds majority vote and on general election dates, a four-sevenths majority vote of the qualified voters. The Missouri Constitution permits the City to incur general obligation indebtedness for general purposes not to exceed 10 percent of the assessed valuation of taxable tangible property. The City is also permitted to incur general obligation indebtedness not to exceed an additional 10 percent to acquire right of ways; construct and improve streets, sanitary sewers, and storm sewers; and purchase or construct waterworks plants.

ALTERNATIVE FUNDING SOURCES

Tax Increment Financing (TIF)

Tax Increment Financing provides for the capture of up to fifty percent of the incremental increase in Economic Activity Taxes (sales tax, franchise taxes, utility taxes) and up to one hundred percent of the incremental increase in property taxes on real property in a designated redevelopment project area for a period of up to twenty-three years in order to fund improvements.

Transportation Development Districts (TDD)

Transportation Development Districts are geographic areas that may be designated to levy an additional sales or property tax assessment to pay for transportation related infrastructure improvements.

Special Grants from Federal or State Programs

Grants may be received from the federal, state, and county governments. Grants are available for stormwater, roads, sewers, parks, and public safety equipment.

Federal Community Development Block Grant Program (CDBG)

The Community Development Block Grant Program offers grants to Missouri communities to improve local facilities, address health and safety concerns, and develop a greater capacity for growth. Funds are available for Water, Waste Water, Stormwater, and Transportation.

Neighborhood Improvement District/Community Improvement District (NID/CID)

A Neighborhood Improvement District or Community Improvement District may be created in an area desiring certain public-use improvements that are paid for by special tax assessments to property owners in the area in which the improvements are made. Projects that can be financed through a NID/CID must be for facilities used by the public and must confer a benefit on property within the NID/CID.

