



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

I. CALL PUBLIC HEARING TO ORDER – 7:00 P.M.

A. **Y Belton Plaza Tax Increment Financing (TIF) Plan**

This hearing is being held to determine if the Y Belton Plaza TIF plan and the redevelopment plan associated with such plan are making satisfactory progress under the proposed time schedules contained within the approved plans for completion of the project.

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II. ADJOURN PUBLIC HEARING

III. CALL REGULAR MEETING TO ORDER

IV. PLEDGE OF ALLEGIANCE – Councilman Lathrop

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 October 24, 2017, City Council Regular Meeting and minutes of the November 7, 2017, City Council Special Meeting.**

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B. **Motion approving the October 2017 Municipal Police Judge’s Report.**

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C. Motion approving Resolution R2017-53:
A resolution appointing Ron Peek to the Enhanced Enterprise Zone Board.

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- D. **Motion approving the purchase of a 2017 E45 T4 Bobcat Compact Excavator with Towmaster Trailer T14-DT from K.C. Bobcat Company in Olathe, KS, for a total purchase price of \$56,940.00 for the Transportation Department.**

This purchase is within budget

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VII. PERSONAL APPEARANCES

VIII. ORDINANCES

- A. Motion approving first reading of Bill No. 2017-93:

An ordinance amending Chapter 18 - General Use Regulations, Section 18-8 - North Scott Corridor Overlay District + Guidelines; Chapter 6 - Agricultural and Residential Zoning Districts, Section 6-2 (a) - Bulk and Dimensional Standards Table; Chapter 12 - Commercial, Industrial, Parks, Recreation and Public Use Zoning Districts; Section 12-1 (j) – Business, Commercial and Industrial districts, and Section 12-2 (a) - Bulk and Dimensional Standards Table; Chapter 22 - Landscaping and Screening, Section 22-1 (c) - Applicability; Chapter 28 – Performance Standards, Section 28-1 (5) - Building Design Standards; Chapter 30 - Signs, Section 30-2 - Applicability; and Chapter 40 - Use Specific Standards - Residential, Commercial, Other, Section 40-1 (h) (1) - Use Specific Standards to implement the standards and code revisions from the North Scott Corridor Overlay District + Guidelines dated November 7, 2017.

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- B. Motion approving first reading of Bill No. 2017-94:

An ordinance approving a development and maintenance agreement for Autumn Woods, a 9.81 acre subdivision in the City of Belton, Cass County, Missouri.

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- C. Motion approving first reading of Bill No. 2017-95:

An ordinance amending Appendix B – Traffic Schedules, table 6 – No Parking Zones as referenced to Chapter 13 – Section 13-333 in the Code of Ordinances of the City of Belton, Missouri to include no parking on the south side of Spring Valley road from Lea Avenue to Bel-Ray Boulevard.

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- D. Motion approving first reading of Bill No. 2017-96:
An ordinance authorizing and approving a minor construction service agreement with Performance Contracting of Kansas, Inc. for the painting of the operations building of the Belton wastewater treatment facility in a not-to-exceed amount of \$11,813.00.

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- E. Motion approving both readings of Bill No. 2017-97:
An ordinance amending ordinance No. 2015-4102 authorizing the issuance of not to exceed \$13,977,000 principal amount of sewerage system revenue bonds (State of Missouri – direct loan program) series 2015 of the City of Belton, Missouri.

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IX. RESOLUTIONS

- A. Motion approving Resolution R2017-49:
A resolution approving Task Agreement #2017-5 with Wiedenmann, Inc. to make public storm pipe repairs and additions between 201 and 203 Dawn Avenue in the amount of \$21,364.00 with a 20% contingency totaling \$25,637.00.

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- B. Motion approving Resolution R2017-50:
A resolution amending the comprehensive city plan of the City of Belton, Missouri to include an updated future land use map reflecting the North Scott corridor overlay district.

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- C. Motion approving Resolution R2017-51:
A resolution authorizing and approving an amendment to Task Agreement #2017-1 with Superior Bowen Asphalt Company, LLC in the amount of \$14,468.00 to cover additional costs needed to complete the asphalt mill and overlay of East Pacific Drive and East Sunrise Drive between Cedar Street and South Scott Avenue.

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- D. Motion approving Resolution R2017-52:
A resolution authorizing and approving the City Manager to execute a task agreement with the low bidder to construct urgent repairs on Vicie Avenue between 159th Street and 157th Street including a large concrete box culvert designed for the 100-year flood event.

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

SECTION I

A



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

MEETING DATE: November 14, 2017

ASSIGNED STAFF: Carolyn Yatsook - Economic Development Director

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

ISSUE – Public Hearing for Y Belton Plaza Tax Increment Financing (TIF) Redevelopment Plan
 The Public Hearing is pursuant to sections 99.800 to 99.865 of Missouri Statute. The purpose of the hearing shall be to determine if the redevelopment project is making satisfactory progress under the proposed time schedule contained within the approved plans for completion of such project.

REQUESTED COUNCIL ACTION – No Council action required. The Public Hearing is for informational purposes to meet statutory reporting requirements.

BACKGROUND

Y Belton Plaza, First Amended and Restated TIF (January, 2014), was approved by City Council to allow for private investment of commercial development and public improvements, which includes the extension of Markey Parkway from 163rd Street to its terminus near the Quik Trip Distribution Center, construction of Markey Road (connector to Quik Trip Way), and the removal of former Quik Trip Way where it entered onto 163rd Street.

Project Area 1 Development Schedule	Proposed Completion Date	Actual Completion Date
Lot 1 (Academy Sports)	December 2014	September 4, 2014
Lot 2 (Belton Family Dental & Retail Space)	December 2014	January 15, 2016
Lot 3 (Fazoli’s, Cricket & Retail Space)	December 2014	July 8, 2016
Lot 4 (Hobby Lobby)	June 2015	January 14, 2016
Lot 5 (Hotel Site)	June 2015	Not Completed
<i>Project 1 costs certified as of 3/31/2017 - \$10,951,808.58</i>		

Y Belton Plaza, Second Amended and Restated TIF (April, 2016), expanded the boundaries of the TIF district for the purpose of additional private commercial development and public improvements including the relocation and widening of Turner Road.

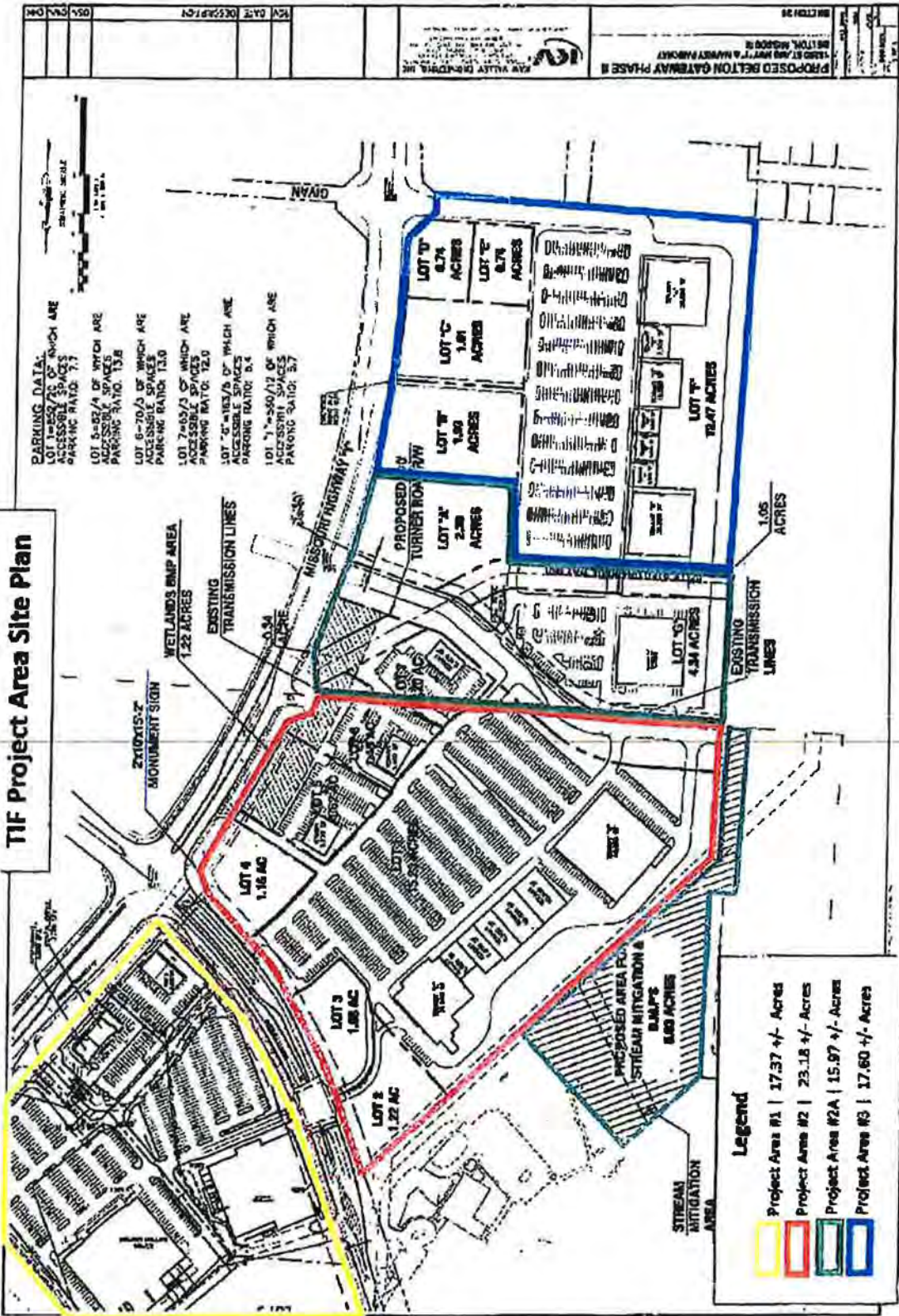
Project Area 2 Development Schedule	Proposed Completion Date	Actual Completion Date
Phase 1 (Kneaders, Lots 2 & 3)	Fourth Quarter 2016	Under Construction
Phase 2 (Ross + 4 tenants building, Lots 5 & 6)	Second Quarter 2018	Under Construction
Project Area 2A Development Schedule	Proposed Completion Date	Actual Completion Date
Phase 3 (Lots 7, A & G)	Second Quarter 2019	Future Construction

Project Area 3 Development Schedule	Proposed Completion Date	Actual Completion Date
Phase 1 (Lots B, C, D & E)	Fourth Quarter 2019	Future Construction
Phase 2 (Lot F)	Fourth Quarter 2020	Future Construction
<i>Project 2, 2A and 3 costs certified as of 3/31/2017- \$0</i>		

Reimbursements paid to Developer for certified costs as of 3/31/2017 - \$1,279,894.25, \$642,243.53 of this was paid in FY2017, \$637,650.72 was paid in prior fiscal years.

The balance of unpaid certified costs to be paid from future TIF project revenues as of 3/31/2017 is \$9,671,914.33.

ATTACHMENTS – Project Area Site Plan



SECTION VI

A

**MINUTES OF THE
BELTON CITY COUNCIL MEETING
OCTOBER 24, 2017
CITY HALL ANNEX
520 IN STREET, BELTON, MISSOURI**

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

Councilman VanWinkle led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Jeff Davis, Councilmen Ryan Finn, Jeff Fletcher, Gary Lathrop, Councilwoman Lorrie Peek, Councilmen Tim Savage, Chet Trutzel and Dean VanWinkle; absent: Councilman Bob Newell. Also present: Alexa Barton, 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 October 10, 2017, City Council Regular Meeting; and a motion approving the September 2017 Municipal Police Judge's Report.** Councilman Savage seconded. All voted in favor. Councilman Newell absent. Consent agenda approved.

ORDINANCES:

Patti Ledford, City Clerk, read Bill No. 2017-92: **An ordinance approving a Special Use Permit to allow a 60 foot tall pole sign with a 300 square feet face for Cracker Barrel Old Country Store located at the southeast corner of 163rd street and I-49 / U.S. Highway 71, Belton, Missouri in a C-2 (general commercial) district.** Presented by Councilman Trutzel, seconded by Councilman Lathrop. Vote on the first reading was recorded with all present voting in favor. Councilman Newell absent. **Councilman VanWinkle moved to hear the final reading.** Councilman Savage seconded. All present voted in favor. Councilman Newell absent. The final reading was read. Presented by Councilman Lathrop, seconded by Councilwoman Peek. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Finn, Trutzel, Mayor Davis, Councilmen Lathrop, Fletcher, VanWinkle, Peek and Savage; Noes: None; Absent: 1, Councilman Newell. Bill No. 2017-92 was declared passed and in full force and effect as Ordinance No. 2017-4391, subject to Mayoral veto.

RESOLUTIONS:

Ms. Ledford read Resolution R2017-44: **A resolution approving Task Agreement #2017-1 with Pyramid Excavation & Construction, Inc. to make storm pipe repairs on Chula Vista just south of 58 Highway in the amount of \$15,425 with a 20% contingency totaling \$18,510.00.** Presented by Councilman Trutzel, seconded by Councilwoman Peek. Vote on the resolution was recorded with all voting in favor. Councilman Newell absent. Resolution passed.

Ms. Ledford read Resolution R2017-45: **A resolution approving Task Agreement #2017-4 with Wiedenmann, Inc. to replace 345 linear feet of sanitary sewer main in alley between 208 Hackberry and 209 Herschel in the amount of \$34,284.00 with a 20% contingency totaling \$41,141.00.** Presented by Councilman Trutzel, seconded by Councilwoman Peek. Mayor Davis asked how old the line is that is being replaced. Don Tyler, Water Services Manager, said the line is 50-60 years old. It is clay pipe and the life expectancy of clay pipe is less than 60 years. Councilman Finn asked about the 20% contingency. Mr. Tyler explained the 20% contingency which is more an allowance if something happens such as, running into rock surface conditions. It allows staff to make a decision on site and get it corrected without having to come back to the Council and ask for additional funding. The contractors are not currently aware of the contingency. Every dollar amount will be accounted for, as well as any additional funding paid out. Councilman Finn clarified that if any additional work is needed, the inspector on-site will verify the work is needed. Mr. Tyler said that water services staff will be on-site from start to finish and every portion of repairs will be accounted for by staff. Mayor Davis asked if there will be core sampling. Mr. Tyler said this should be the same depth so core sampling won't be necessary on this project. Councilman Trutzel asked that if the project gets into contingencies will the Council be informed of that and if there are any additional problems. Councilman Lathrop asked who will make the decision on the 20% contingency. Mr. Tyler said he will inform Michael Doi, Public Works Director, and Alexa Barton, City Manager. Vote on the resolution was then recorded with all present voting in favor. Councilman Newell absent. Resolution passed.

Ms. Ledford read Resolution R2017-46: **A resolution approving Task Agreement #2017-2 with Pyramid Excavation & Construction, Inc. to make 501 Park Avenue storm pipe repairs in the amount of \$33,520.00 with a 20% contingency totaling \$40,224.00.** Presented by Councilwoman Peek, seconded by Councilman Trutzel. Vote on the resolution was recorded with all present voting in favor. Councilman Newell absent. Resolution passed.

Ms. Ledford read Resolution R2017-47: **A resolution authorizing and approving Task Agreement #2017-2 with Superior Bowen Asphalt Company, LLC to complete an asphalt mill and overlay of Lillard Avenue in the amount of \$42,000.00 with a 20% contingency totaling \$50,400.00.** Presented by Councilwoman Peek, seconded by Councilman Finn. Mayor Davis asked why we are fixing Lillard when their heavy equipment is what tore it up. Michael Christopher, Assistant Engineer, said our OCI rating was already very low when Carnegie Village started construction, and their construction along that road certainly did not help it. In our negotiations with Carnegie Village (Tutera Group), they actually provided \$10,000 to go towards the repair of that road. Mayor Davis asked how high Lillard was on the rating list. Mr. Christopher said it would have needed immediate attention. Sheila Ernzen, Finance Director, said we actually have received the \$10,000 from the Tutera Group and will be writing a check to Superior Bowen for \$42,000. Vote on the resolution was recorded with all present voting in favor. Councilman Newell absent. Resolution passed.

Ms. Ledford read Resolution R2017-48: **A resolution of the City of Belton, Missouri authorizing and approving Task Agreement No. 12 with Olsson Associates in the amount of \$12,608.00 to conduct a right-of-way/easement and intersection evaluation from Mullen Road to Cambridge Road to complement an alternative roadway design.** Presented by Councilman Trutzel, seconded by Councilman Peek. Councilman Savage said he knows we are looking at different options, but hasn't this been studied before. Michael Christopher, Assistant City Engineer, said we have done studies through the area, most current is a 50% design which

only looks at a straight shot from Mullen Road down to where the North Cass Parkway would be connected and going through the Graham property. This one is focusing on the intersection at Cambridge and Mullen and will give us some more information that we don't currently have. Councilman Savage asked haven't we already looked at acquiring property through there. Mr. Christopher said this will help us look at the amount of property needed to acquire if we change our roadway design. Councilman Savage clarified this is the plan we have been looking at and know we are looking at options to those plans. Mr. Christopher said yes. Mayor Davis said the option we had in the Transportation Development District (TDD) could save lots of money and right-of-way property. It has been intriguing. Councilman Trutzel said this intersection has been a difficult one to deal with. We are looking for a solution to a problem that will make most of the people happy. Councilman Savage said the savings will be much greater than the cost, providing they have a belief that they can get from here to there. Councilman Lathrop said that intersection, besides what has been done and all along Cambridge, has been engineered and programed twice since he has been on the Council. That was going to be the connector from Y Highway to 71 at one time. We keep putting money out to do it and it's not getting done. Mayor Davis said there is some validity to that, but we have a new city manager who has some good ideas and eye opening suggestions on this. The TDD is paying for the study. Mayor Davis said we are trying to make it as painless as possible as we secure the right-of-way as we go down Mullen Road. The good news is the TDD is doing well. There are plans to have retail on both sides of the road. Councilman Trutzel said the TDD is working to secure right-of-way so we don't end up with someone building in an area that we want to put a road in. We are trying to make every effort to not antagonize people that own property in that area. We may not be making everyone happy; we haven't found the right solution, but we are getting there. When we have control of land it will be a much better situation. It is a difficult deal and we are trying to move forward. Councilman Lathrop had a few questions on the budget for this and it was explained by Sheila Ernzen, Finance Director. Vote on the resolution was recorded with all present voting in favor. Councilman Newell absent. Resolution passed.

CITY COUNCIL LIAISON REPORTS:

Councilwoman Peek, Park Board Liaison, provided a park update:

Tree Board:

- Strategic planning interviews still going on
- The Belton Tree Board is now accepting nominations through November 30 for the 2017 Blue Ribbon Tree Program. There are hundreds of qualifying trees that lie within the city limits that could hold a Belton Blue Ribbon status. Complete and submit a nomination form which are available at www.beltonparks.org/DocumentCenter/View/1560 or forms can be picked up at High Blue Wellness Center.

Park Board:

- The annual Pumpkin Palooza is October 28 at Memorial Park from 6:00-8:00 P.M. Dress up the kids in costume and head to the park for some trick or treating fun. They expect more than 1,000 kids for a night filled with treats, games, music, haunted hayrides and more.
- The Park Department is organizing this year's Veterans Day parade that will be taking place on November 4 at 10:00 A.M. For more information and an application visit www.beltonparks.org or contact High Blue Wellness Center.
- More great food is rolling into Wallace Park this fall. Cajun Cabin will be in front of High Blue Wellness Center October 27 from 11:00 A.M.-1:00 P.M.

- The annual Holiday Craft show will be Saturday, November 18 from 9:00 A.M.-2:00 P.M. at Memorial Station. Greg Co BBQ food truck will also be there offering Breakfast or BBQ during the craft show.
- In December they will be resurfacing of the men's and women's locker room floors at High Blue Wellness Center.
-

The Council was encouraged to participate in the Veterans Parade.

Councilman Finn announced Belton High School Theatre department will be performing Sweeney Todd, November 2-4 at 7:00 P.M., and November 5 at 2:00 P.M.

MAYOR'S COMMUNICATIONS:

Mayor Davis announced that a member of the Planning Commission, Scott Swaggart, became a nominee for Ingram's top 20 millennials; he proceeded to read the article in Ingram's about Mr. Swaggart.

Mayor Davis commended the Police Department for their superior protection and commitment to our community over the weekend when a police officer was fired at and the suspect was holed up in a building. Mayor Davis, on behalf of the City Council and staff, commended Chief Person and his officers for a job well done - we are blessed. Chief Person thanked the community for their support. The officer did have a minor knee injury but not from a gunshot. The suspect is in custody in jail and has been charged.

OTHER BUSINESS:

Chief Person said the police department will participate in DEA national drug take back day this Saturday. This is an opportunity to bring used outdated drugs to Price Chopper and the police station for disposal from 9:00 A.M.-2:00 P.M. You also can bring them to the lobby any day.

September 2017 monthly financial report

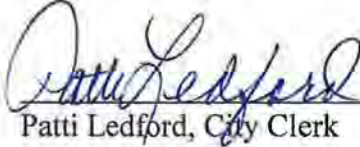
Shiela Ernzen, Finance Director, reported that the financial report got a bit of a facelift. The new Assistant Finance Director, Benjamin Pederson, wanted to add pictures and contact information and did a lot of work to make it more professional looking. There is an addition error in the general fund, which she pointed out, but we still have a positive variance. She went on to update the Council on the financial report noting that the ambulance fees because of call volume is up and we had a rate increase; public works inspection was already \$28,000 over our annual budget and that is because of the Gateway project and the public works inspection fees we didn't budget that is why we are a head on that; miscellaneous revenue we are already \$55,000 over our annual budget but quite a bit of that is because of TIF legal fees however, will be reimbursed for that; wireless telephone and court fines and costs a little under. Overall we are looking good. Departments are getting ready to turn in their budget requests. We are hoping we won't have to use any reserves to get through the year; our intent is not to go below our 15% reserve.

Councilman Trutzel asked what the expected date Turner Road will open. Mr. Christopher said he has not heard a final date, but they did get their two lifts of base put in. We still need traffic signals which have to be installed before the road can open.

Councilman Finn asked about the repairs on Vigsie. Mr. Christopher said he received the plans

from Olssen Associates today for him to review and he hopes to have them turned back in to Olssen Associates by tomorrow, so then they can get their final set of plans to us so we can go out to bid. Mayor Davis asked how that project will be done. Mr. Christopher said we are going to install two very large box culverts that will be able to accept over the 50 year design storm and in the 100 year storm it allows for 2" of water to go over the top of it. The corrugated pipe allowed for a 10 year storm. Councilman Finn asked for a rough start time. Mr. Christopher said he thinks we can have contract document by November 14. If we go with our on-call contractors we will receive the bids from them and possibly be able to start construction by Thanksgiving. Weather permitting the project should take approximately 1 ½ months to complete.

Being no further input, Councilman Lathrop moved to adjourn at 7:45 P.M. Councilman Finn seconded. All present voted in favor. Councilman Newell absent. Meeting adjourned.


Patti Ledford, City Clerk

Jeff Davis, Mayor


**MINUTES OF THE
BELTON CITY COUNCIL
SPECIAL MEETING
NOVEMBER 7, 2017
CITY HALL ANNEX, 520 MAIN STREET
BELTON, MISSOURI**

Mayor Davis called the special meeting to order at 7:37 P.M.

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

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; matters pertaining to the leasing, purchase or sale of real estate, according to Missouri Statute 610.021.2; and matters pertaining to legal actions, according to Missouri Statute 610.021.1 and that the record be closed. Councilman Finn seconded. The following vote was recorded; Ayes: 9, Mayor Davis, Councilmen Savage, Newell, Councilwoman Peek, Councilman Fletcher, Finn, Lathrop, Trutzel, and VanWinkle; Noes: None; Absent: None.

The Council returned from Executive Session at 8:58 P.M. Being no further business, Councilwoman Peek moved to adjourn, seconded by Councilman Finn. Meeting adjourned.



Patti Ledford, City Clerk

Jeff Davis, Mayor

SECTION VI

B

**DOCKET REPRESENTS A TRUE AND ACCURATE COPY
OF COURT PROCEEDINGS HELD**

COURT DATES: 10/4/17; 10/11/17; 10/18/17; 10/25/17

MUNICIPAL JUDGE _____ **11/2/17**
DATE

**IN ACCORDANCE WITH COURT OPERATING RULE 4.29
THE ATTACHED MUNICIPAL DIVISON SUMMARY
REPORT FOR MONTH OF OCTOBER 2017 WAS
PRESENTED AND REVIEWED BY CITY COUNCIL AS
REQUIRED**

CITY CLERK _____ **DATE**



Payment Plan Reports - Collected

Belton

Wednesday, November 01, 2017 12:55 PM

Payment Detail Listing From 10/01/2017 - 10/31/2017

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid
PP0000361	JOHNSTON, RYAN C	10/04/2017	437410	R00040170	140789866-1	\$20.00
PP0000361 Totals:						\$20.00
PP0000385	TINDLE, CLINT RAY	10/18/2017	438576	R00040486	140789490-1	\$50.00
PP0000385 Totals:						\$50.00
PP0000425	SIMMONS, ROBYN LYNN	10/04/2017	437586	R00040220	140790918-1	\$41.00
PP0000425 Totals:						\$41.00
PP0000526	GLASS, STEVEN ALEX	10/23/2017	438868	R00040570	140794126-1	\$25.00
PP0000526 Totals:						\$25.00
PP0000660	GAUG, JAMES LEE	10/11/2017	438014	R00040311	140796939-1	\$71.00
PP0000660 Totals:						\$71.00
PP0000722	BOYD, STEPHEN CHRISTOPHER	10/23/2017	438758	R00040542	121162267-1	\$50.00
PP0000722 Totals:						\$50.00
PP0000765	JANUARY, DAVID SHANE	10/30/2017	439314	R00040699	140795938-1	\$60.50
		10/30/2017	439314	R00040699	140802146-1	\$95.00
PP0000765 Totals:						\$155.50
PP0000799	NEWKIRK, BRANDON DAVID	10/18/2017	438568	R00040482	140796424-1	\$8.00
		10/18/2017	438568	R00040482	140796423-1	\$12.00
PP0000799 Totals:						\$20.00
PP0000826	JOHNSON, DUSTIN W	10/11/2017	438129	R00040347	140799157-1	\$50.00
PP0000826 Totals:						\$50.00
PP0000860	RIDER, ALISHA MARIE	10/23/2017	438869	R00040571	140792157-1	\$60.00
PP0000860 Totals:						\$60.00
PP0000902	TRIPLETT-NICHOLAS, LISA JO	10/04/2017	437431	R00040183	140797831-1	\$225.00
PP0000902 Totals:						\$225.00
PP0000956	BROWN, JACLYN MAE	10/01/2017	437213	R00040088	140801037-1	\$25.00
PP0000956 Totals:						\$25.00
PP0001019	RUSSELL, THOMAS MICHAEL EARL	10/27/2017	439156	R00040636	140797318-1	\$40.00
PP0001019 Totals:						\$40.00
PP0001047	JAIMES, DANIEL VERA	10/25/2017	438914	R00040602	140798125-1	\$50.00
PP0001047 Totals:						\$50.00
PP0001065	HASSELL, RITA JEAN	10/26/2017	439152	R00040634	140800629-1	\$10.00
* PP0001065 Totals:						\$10.00
PP0001068	PARKER, REBECCA MICHEL	10/23/2017	438862	R00040568	140802193-1	\$20.00
PP0001068 Totals:						\$20.00
PP0001101	FRANKEN, WILLIAM DUSTIN	10/06/2017	437702	R00040234	140799058-1	\$100.00
PP0001101 Totals:						\$100.00
PP0001117	GREEN, KARON D	10/30/2017	439354	R00040719	140798458-1	\$100.00
* PP0001117 Totals:						\$100.00
PP0001150	WINER, DUSTIN JAMES	10/19/2017	438655	R00040492	140802163-1	\$25.00
PP0001150 Totals:						\$25.00
PP0001163	KEETON, TANDRA MICHELLE	10/18/2017	438575	R00040485	140804036-1	\$20.00
PP0001163 Totals:						\$20.00
PP0001175	RUSSELL, KOLTEN CLYDE	10/18/2017	438564	R00040481	140800130-1	\$20.00
* PP0001175 Totals:						\$20.00
PP0001190	HOUSTON, TIERRA N	10/25/2017	438898	R00040589	140798733-1	\$100.00
* PP0001190 Totals:						\$100.00

* Indicates an overpayment was made on the Payment Plan

PP0001191	ODEN, CHRISTOPHER MICHAEL	10/25/2017	438968	R00040620	140795095-1	\$50.00
PP0001191 Totals:						\$50.00
PP0001194	ARNOLD, AMANDA DAWN	10/11/2017	438058	R00040337	140802679-1	\$20.00
PP0001194 Totals:						\$20.00
PP0001195	MAYO, JOSHUA KENDRICK	10/23/2017	438870	R00040572	140799529-1	\$25.00
PP0001195 Totals:						\$25.00
PP0001241	BRUBECK, JASON MARIO	10/03/2017	437360	R00040152	140802056-1	\$15.00
PP0001241 Totals:						\$15.00
PP0001275	HUNGER, CARI SHANE	10/26/2017	439155	R00040635	101911001-1	\$60.00
PP0001275 Totals:						\$60.00
PP0001284	WESTBROOK, BENJAMIN JAMES	10/18/2017	438520	R00040464	140802807-1	\$20.00
PP0001284 Totals:						\$20.00
PP0001288	CRAFT, HOLLY ASHTON	10/24/2017	438892	R00040583	140804146-1	\$50.00
PP0001288 Totals:						\$50.00
PP0001304	WOFFORD, AMBER SHALISE	10/16/2017	438470	R00040441	140802375-1	\$25.00
PP0001304 Totals:						\$25.00
PP0001308	HAYDEN, JESSE P	10/04/2017	437541	R00040211	140795903-1	\$20.00
PP0001308 Totals:						\$20.00
PP0001317	BASINSKI, TAYLOR MATTHEW	10/13/2017	438317	R00040380	140803001-1	\$10.00
PP0001317 Totals:						\$10.00
PP0001333	COLEMAN, JEREMIAH	10/03/2017	437342	R00040140	140803719-1	\$20.00
* PP0001333 Totals:						\$20.00
PP0001400	TUCKER, GARY DON	10/05/2017	437602	R00040223	121165635-1	\$20.00
		10/26/2017	439018	R00040631	121165635-1	\$20.00
PP0001400 Totals:						\$40.00
PP0001431	WILLIAMS, JEFFERY ALAN	10/25/2017	438979	R00040623	140800230-1	\$20.00
PP0001431 Totals:						\$20.00
PP0001448	HENNESSEY, TAMATHA LYNN	10/23/2017	438762	R00040546	160752118-1	\$40.00
PP0001448 Totals:						\$40.00
PP0001453	HORTON, SAMUEL LEVAIL	10/14/2017	438346	R00040409	140800229-1	\$30.00
PP0001453 Totals:						\$30.00
PP0001457	CORBIN, SHYANNE C	10/13/2017	438316	R00040379	160753148-1	\$8.00
		10/13/2017	438316	R00040379	160753149-1	\$2.00
PP0001457 Totals:						\$10.00
PP0001467	DOLLAR, WILLIAM HUNTER	10/31/2017	439395	R00040743	140804754-1	\$48.00
* PP0001467 Totals:						\$48.00
PP0001473	FRIEND, JUSTIN TYLER	10/23/2017	438759	R00040543	140802928-1	\$20.00
PP0001473 Totals:						\$20.00
PP0001498	CARL, CHRISTIAN DEVIN	10/31/2017	439386	R00040734	140801520-1	\$22.00
PP0001498 Totals:						\$22.00
PP0001515	MEDINA, SCOTT	10/02/2017	437321	R00040128	140804757-1	\$15.00
PP0001515 Totals:						\$15.00
PP0001532	KNIGHT, RYAN CHRISTOPHER	10/05/2017	437683	R00040232	140800412-1	\$30.00
		10/19/2017	438662	R00040495	140800412-1	\$8.00
		10/19/2017	438662	R00040495	140803300-1	\$22.00
PP0001532 Totals:						\$60.00
PP0001552	CHASTAIN, MITCHELL D.D.	10/20/2017	438728	R00040520	140804215-1	\$100.00
* PP0001552 Totals:						\$100.00
PP0001563	GOETZ, ROBERT K JR	10/13/2017	438314	R00040377	140803206-1	\$20.00
PP0001563 Totals:						\$20.00
PP0001566	AINSWORTH, JAMES RUSSELL	10/27/2017	439192	R00040665	160752687-1	\$50.00
PP0001566 Totals:						\$50.00
PP0001572	BARBER, CHRYSTAL LYNN	10/09/2017	437863	R00040276	140803902-1	\$50.00
PP0001572 Totals:						\$50.00

* Indicates an overpayment was made on the Payment Plan

PP0001576	WHITEHEAD, VALERIE ELLEN	10/12/2017	438222	R00040364	160754165-1	\$29.50
		10/12/2017	438222	R00040364	160754341-1	\$229.50
PP0001576 Totals:						\$259.00
PP0001578	SCHEWE, JORDAN E	10/25/2017	438922	R00040609	140803796-1	\$77.50
PP0001578 Totals:						\$77.50
PP0001591	LEONARD, ANTHONY W	10/20/2017	438709	R00040511	140804485-1	\$50.00
PP0001591 Totals:						\$50.00
PP0001623	BOOKER, CHEYENNE L	10/30/2017	439355	R00040720	140801729-1	\$68.00
PP0001623 Totals:						\$68.00
PP0001641	LAWSON, TRISTON BRICE	10/25/2017	438924	R00040610	140797468-1	\$33.00
		10/25/2017	438924	R00040610	140802561-1	\$117.00
PP0001641 Totals:						\$150.00
PP0001648	CALHOUN, MARY TANISHA	10/25/2017	438955	R00010614	160753256-1	\$20.00
PP0001648 Totals:						\$20.00
PP0001663	BROWN, MISTI NICOLE	10/27/2017	439208	R00040670	140805003-1	\$94.00
PP0001663 Totals:						\$94.00
PP0001669	WESTENDORF-SMITH, JOY ANN	10/16/2017	438462	R00040436	160753217-1	\$42.00
PP0001669 Totals:						\$42.00
PP0001675	BUSHYHEAD, TASHANI C M	10/25/2017	438921	R00040608	160754633-1	\$84.00
PP0001675 Totals:						\$84.00
PP0001689	INGRAM, TRAFHENIA MICHELLE	10/25/2017	438897	R00040588	160753269-1	\$40.00
PP0001689 Totals:						\$40.00
PP0001695	HENDRICKSON, NATHANIEL D	10/06/2017	437761	R00040252	160753323-1	\$25.00
PP0001695 Totals:						\$25.00
PP0001700	PULLIAM, DARREN WAYNE	10/11/2017	438022	R00040317	160753196-1	\$20.00
PP0001700 Totals:						\$20.00
PP0001708	WOOLFORD, WILLIAM RICHARD	10/19/2017	438582	R00040488	160753658-1	\$72.00
PP0001708 Totals:						\$72.00
PP0001716	VALDEZ GARCIA, JOSE L	10/11/2017	438015	R00040312	160753313-1	\$112.50
PP0001716 Totals:						\$112.50
PP0001733	BANKS, CHRISTOPHER THOMAS	10/30/2017	439324	R00040706	160754196-1	\$50.00
PP0001733 Totals:						\$50.00
PP0001735	SANDERS, LADONNA M	10/20/2017	438722	R00040517	160752794-1	\$27.00
PP0001735 Totals:						\$27.00
PP0001736	CRAVEN, MATTHEW RAYMOND	10/04/2017	437574	R00040216	140802359-1	\$20.00
PP0001736 Totals:						\$20.00
PP0001743	ABRAMS, MICHAEL DWANE	10/16/2017	438444	R00040415	160752614-1	\$50.00
PP0001743 Totals:						\$50.00
PP0001744	WISE, SANDRA KAY	10/07/2017	437783	R00040257	160753447-1	\$50.00
PP0001744 Totals:						\$50.00
PP0001746	TARVER, DEANNA LYNN	10/05/2017	437681	R00040230	160753921-1	\$50.00
PP0001746 Totals:						\$50.00
PP0001747	BRYSON, ELAINE C	10/04/2017	437412	R00040172	140804861-1	\$15.00
PP0001747 Totals:						\$15.00
PP0001751	MEDINA, STELLA MARIE	10/25/2017	438908	R00040593	140801801-1	\$20.00
PP0001751 Totals:						\$20.00
PP0001754	FERNANDEZ-NAVARRO, GERARDO NMI	10/26/2017	439052	R00040632	160755115-1	\$114.50
PP0001754 Totals:						\$114.50
PP0001756	WOOLAM, STEPHANIE DAWN	10/25/2017	438953	R00040613	140801833-1	\$40.00
PP0001756 Totals:						\$40.00
PP0001762	BUNTIN, RANDALL KEITH	10/08/2017	437785	R00040259	160753769-1	\$20.00
PP0001762 Totals:						\$20.00
PP0001766	LAWRENCE, DENNIS KEITH	10/03/2017	437362	R00040154	160753486-1	\$50.00
		10/17/2017	438488	R00040446	160753486-1	\$50.00

* Indicates an overpayment was made on the Payment Plan

PP0001766	LAWRENCE, DENNIS KEITH	10/31/2017	439388	R00040736	160753486-1	\$50.00
PP0001766 Totals:						\$150.00
PP0001772	EVANS, HALEY MICHELLE	10/17/2017	438492	R00040450	140795290-1	\$50.00
PP0001772 Totals:						\$50.00
PP0001773	GREENE, TRACY L	10/25/2017	438918	R00040606	160753384-1	\$75.00
PP0001773 Totals:						\$75.00
PP0001784	SWEETS, LEVI BRANDON	10/25/2017	438978	R00040622	140800418-1	\$20.00
PP0001784 Totals:						\$20.00
PP0001791	BRAXTON, ANNISHA I	10/02/2017	437311	R00040116	160752394-1	\$20.00
PP0001791 Totals:						\$20.00
PP0001795	MCCLUSKEY, JUSTIN RYAN	10/04/2017	437458	R00040191	160753856-1	\$62.00
PP0001795 Totals:						\$62.00
PP0001797	UMPHREY, DONN E	10/03/2017	437361	R00040153	140801897-1	\$30.00
PP0001797 Totals:						\$30.00
PP0001800	HANSULD, KENNETH RAY JERRY JR	10/16/2017	438463	R00040438	140794679-1	\$10.00
PP0001800 Totals:						\$10.00
PP0001801	RAY, CHERYL DIANE	10/10/2017	437917	R00040293	140800512-1	\$10.00
PP0001801 Totals:						\$10.00
PP0001803	STROUD, BEIJA R	10/02/2017	437293	R00040099	160753477-1	\$20.00
PP0001803 Totals:						\$20.00
PP0001804	LEWIS, DAYMOND K L	10/20/2017	438734	R00040526	160755194-1	\$47.00
PP0001804 Totals:						\$47.00
PP0001805	EVANS, SHAWN LEE	10/06/2017	437731	R00040248	140800287-1	\$50.00
PP0001805 Totals:						\$50.00
PP0001807	BEASLEY, SARAH M	10/24/2017	438890	R00040581	160752992-1	\$90.00
PP0001807 Totals:						\$90.00
PP0001808	SMOKE, KENDALL	10/31/2017	439392	R00040740	160754817-1	\$20.00
PP0001808 Totals:						\$20.00
PP0001813	CALDWELL, BRUCE LEE	10/02/2017	437291	R00040097	160753993-1	\$50.00
PP0001813 Totals:						\$50.00
PP0001814	BURTON, ROBERT LOUIS	10/04/2017	437428	R00040182	140801778-1	\$30.00
PP0001814 Totals:						\$30.00
PP0001816	BROWN, JULIA ANNETTE	10/03/2017	437356	R00040149	160755225-1	\$50.00
		10/31/2017	439379	R00040729	160755225-1	\$23.00
PP0001816 Totals:						\$73.00
PP0001817	TOBUREN, DUSTIN J	10/24/2017	438873	R00040575	140795261-1	\$123.00
* PP0001817 Totals:						\$123.00
PP0001820	STIGGER, CANDACE S	10/13/2017	438338	R00040401	160753067-1	\$45.00
PP0001820 Totals:						\$45.00
PP0001826	SUCHY, KENNETH CHRISTOPHER	10/02/2017	437326	R00040132	160756109-1	\$66.13
		10/02/2017	437326	R00040132	160756110-1	\$41.87
* PP0001826 Totals:						\$108.00
PP0001828	RIFE, RICHARD O	10/02/2017	437290	R00040096	121154103-1	\$29.50
		10/02/2017	437290	R00040096	121154112-1	\$70.50
PP0001828 Totals:						\$100.00
PP0001829	OWENS, DORIS ARLENE	10/30/2017	439298	R00040695	160752364-1	\$75.00
PP0001829 Totals:						\$75.00
PP0001831	RHINE, CHARLES DAVID	10/01/2017	437214	R00040089	140803415-1	\$25.00
		10/13/2017	438320	R00040383	140803415-1	\$23.00
PP0001831 Totals:						\$48.00
PP0001848	BALDWIN, AARON KEITH	10/17/2017	438486	R00040444	140804482-1	\$50.00
PP0001848 Totals:						\$50.00
PP0001852	KELLUM, STEVEN T	10/16/2017	438350	R00040413	160753378-1	\$25.00
		10/27/2017	439189	R00040663	160753378-1	\$25.00
PP0001852 Totals:						\$50.00

* Indicates an overpayment was made on the Payment Plan

PP0001853	HUNEKE, TYLER KEONI	10/25/2017	438966	R00040619	160754776-1	\$40.00
PP0001853 Totals:						\$40.00
PP0001858	GIVAN, JEFFERY DARREN	10/06/2017	437723	R00040241	160752329-1	\$25.00
PP0001858 Totals:						\$25.00
PP0001859	BENTON, LISA MARIE	10/31/2017	439372	R00040723	160755125-1	\$200.00
PP0001859 Totals:						\$200.00
PP0001861	GUY, RYLEIGH LANAE	10/22/2017	438746	R00040530	160754592-1	\$75.00
PP0001861 Totals:						\$75.00
PP0001862	POTTS, ALIA MARIE	10/13/2017	438319	R00040382	160753941-1	\$71.00
PP0001862 Totals:						\$71.00
PP0001863	EUBANKS, JORDAN MARIE	10/02/2017	437296	R00040102	160752988-1	\$123.00
PP0001863 Totals:						\$123.00
PP0001864	GREGORY, LA KEYCHER	10/06/2017	437720	R00040238	160753949-1	\$25.00
		10/20/2017	438719	R00040516	160753949-1	\$25.00
PP0001864 Totals:						\$50.00
PP0001875	MEEKS, JACOB DANIEL	10/24/2017	438877	R00040577	160753542-1	\$70.00
PP0001875 Totals:						\$70.00
PP0001877	MCGEE, ANDREA KAY	10/04/2017	437424	R00040181	160753425-1	\$100.00
PP0001877 Totals:						\$100.00
PP0001878	PALMA CHAVEZ, OMAR D	10/09/2017	437842	R00040263	160756643-1	\$100.00
PP0001878 Totals:						\$100.00
PP0001880	OWENS, LENARD JA	10/06/2017	437779	R00040254	140803502-1	\$50.00
		10/13/2017	438342	R00040405	140803502-1	\$25.00
		10/20/2017	438731	R00040523	140803502-1	\$25.00
PP0001880 Totals:						\$100.00
PP0001881	VERHELLE, GABRIAL RAE	10/06/2017	437778	R00040253	140803311-1	\$15.00
PP0001881 Totals:						\$15.00
PP0001883	RUBY, RYAN MICHAEL	10/19/2017	438635	R00040489	160755361-1	\$50.00
PP0001883 Totals:						\$50.00
PP0001884	UNDERWOOD, GEORGE EDWARD	10/09/2017	437849	R00040269	140802158-1	\$30.00
PP0001884 Totals:						\$30.00
PP0001888	PEREZ, MIGUEL ANGEL	10/17/2017	438485	R00040443	121159909-1	\$100.00
PP0001888 Totals:						\$100.00
PP0001889	DRESSLER, STEPHEN JAMES	10/27/2017	439193	R00040666	160755372-1	\$13.00
		10/27/2017	439193	R00040666	160755373-1	\$87.00
PP0001889 Totals:						\$100.00
PP0001890	KUNTZ, DEBORAH JO	10/20/2017	438723	R00040518	160755305-1	\$20.00
PP0001890 Totals:						\$20.00
PP0001891	STEWART, ROCIO VERONICA	10/24/2017	438894	R00040585	160753073-1	\$40.00
PP0001891 Totals:						\$40.00
PP0001892	SAUNDERS, MICHELLE L	10/18/2017	438559	R00040480	121154121-1	\$23.00
PP0001892 Totals:						\$23.00
PP0001893	DUNKINSEL'EL, DONESIOUS DEVON	10/12/2017	438221	R00040363	160755366-1	\$123.00
		10/12/2017	438221	R00040363	160755367-1	\$1.00
PP0001893 Totals:						\$124.00
PP0001898	ATCHISON, CHEYENNE RENEE	10/30/2017	439313	R00040700	160754034-1	\$129.50
* PP0001898 Totals:						\$129.50
PP0001900	MCGILL, ROSCOE PIERRE 3RD	10/27/2017	439177	R00040650	160754502-1	\$100.00
PP0001900 Totals:						\$100.00
PP0001901	GRAY, PATRICIA V	10/16/2017	438464	R00040439	121154126-1	\$20.00
PP0001901 Totals:						\$20.00
PP0001907	FLORES, JUAN NMI JR	10/18/2017	438509	R00040451	160756140-1	\$120.00
PP0001907 Totals:						\$120.00
PP0001911	DAVIS, SAMIKA D	10/06/2017	437732	R00040249	140801896-1	\$50.00
		10/13/2017	438334	R00040397	140801896-1	\$50.00

* Indicates an overpayment was made on the Payment Plan

PP0001911	DAVIS, SAMIKA D	10/20/2017	438708	R00040510	140801896-1	\$50.00
PP0001911 Totals:						\$150.00
PP0001912	MALLORY, KATIE ALLENE	10/30/2017	439213	R00040675	160755136-1	\$40.00
PP0001912 Totals:						\$40.00
PP0001915	FROMENT, SHARI DAWN	10/24/2017	438878	R00040578	140801825-1	\$10.00
PP0001915 Totals:						\$10.00
PP0001919	CUNNINGHAM, ANGELA M	10/06/2017	437719	R00040237	160753081-1	\$25.00
		10/13/2017	438340	R00040403	160753081-1	\$25.00
PP0001919 Totals:						\$50.00
PP0001921	GUGGISBERG, AMANDA J	10/03/2017	437367	R00040160	160753060-1	\$20.00
PP0001921 Totals:						\$20.00
PP0001923	KAYSER, SANDRA K	10/13/2017	438337	R00040400	140803486-1	\$35.00
PP0001923 Totals:						\$35.00
PP0001932	PETERSON, DAVID R	10/09/2017	437847	R00040267	140801961-1	\$20.00
PP0001932 Totals:						\$20.00
PP0001933	PHELPS, ANGELA LYNN	10/05/2017	437605	R00040224	140803509-1	\$33.00
PP0001933 Totals:						\$33.00
PP0001934	WERNER, GLENN R III	10/31/2017	439375	R00040726	160754015-1	\$50.00
PP0001934 Totals:						\$50.00
PP0001936	RAMIREZ, ALEJANDRA (X)	10/05/2017	437606	R00040225	160753982-1	\$100.00
PP0001936 Totals:						\$100.00
PP0001938	HALL, KAYLA ARLEAN	10/10/2017	437938	R00040305	140801986-1	\$25.00
PP0001938 Totals:						\$25.00
PP0001939	WAIDE, MACKENZIE LEANN	10/04/2017	437530	R00040208	160755737-1	\$50.00
		10/21/2017	438737	R00040528	160755737-1	\$100.00
PP0001939 Totals:						\$150.00
PP0001940	SULLIVAN, GABRIELLE MARIE	10/04/2017	437533	R00040209	160755736-1	\$50.00
		10/20/2017	438729	R00040521	160755736-1	\$100.00
* PP0001940 Totals:						\$150.00
PP0001941	CACIAS, JACOB MARCELO	10/20/2017	438732	R00040524	160756630-1	\$100.00
PP0001941 Totals:						\$100.00
PP0001942	WAID, HUNTER CHASE	10/19/2017	438654	R00040491	140801940-1	\$10.00
		10/19/2017	438654	R00040491	140801941-1	\$100.00
PP0001942 Totals:						\$110.00
PP0001943	ROBINSON, BRADEN CHARLES	10/05/2017	437672	R00040228	160754083-1	\$225.00
PP0001943 Totals:						\$225.00
PP0001944	BROWN, SKYLER RAY	10/13/2017	438339	R00040402	160755644-1	\$50.00
		10/27/2017	439195	R00040668	160755644-1	\$50.00
PP0001944 Totals:						\$100.00
PP0001945	KAY, CHERYL D	10/20/2017	438733	R00040525	160756237-1	\$75.00
PP0001945 Totals:						\$75.00
PP0001948	CHERRY, JESSICA LYNN HIBDON	10/04/2017	437577	R00040217	160754064-1	\$50.00
		10/23/2017	438834	R00040555	160754064-1	\$45.00
PP0001948 Totals:						\$95.00
PP0001957	COOK, ALEXANDRA S	10/19/2017	438661	R00040494	140803199-1	\$25.00
PP0001957 Totals:						\$25.00
PP0001959	HOLCOMB, JAMES NICHOLAS	10/17/2017	438491	R00040449	160757602-1	\$129.50
PP0001959 Totals:						\$129.50
PP0001962	CROSSLEY-COOKS, LARRY SOLOMON	10/27/2017	439194	R00040667	140801921-1	\$15.00
PP0001962 Totals:						\$15.00
PP0001963	SLAUGHTER, MOLLY EILEEN	10/11/2017	438089	R00040342	160755674-1	\$20.00
PP0001963 Totals:						\$20.00
PP0001964	HAMMOND, DERRIC B	10/31/2017	439385	R00040733	160754897-1	\$50.00
PP0001964 Totals:						\$50.00
PP0001965	AUSTIN, SARAH ELIZABETH	10/20/2017	438698	R00040501	140801916-1	\$50.00
PP0001965 Totals:						\$50.00

* Indicates an overpayment was made on the Payment Plan

PP0001966	WYRICK, CHRISTOPHER JUSTIN	10/19/2017	438653	R00040490	160757111-1	\$100.00
PP0001966 Totals:						\$100.00
PP0001969	BROWN, BRANDON JAWON	10/23/2017	438771	R00040553	160756246-1	\$100.00
PP0001969 Totals:						\$100.00
PP0001973	HOLDEN, DENISE	10/13/2017	438336	R00040399	160754836-1	\$123.00
PP0001973 Totals:						\$123.00
PP0001980	BERRY, LEIGHANN KATHRYN	10/11/2017	438154	R00040350	160757609-1	\$40.00
PP0001980 Totals:						\$40.00
PP0001991	BAKER, MICHAEL G	10/27/2017	439184	R00040657	160756681-1	\$123.00
* PP0001991 Totals:						\$123.00
PP0001998	HOLMES, MATTHEW ALLEN	10/25/2017	438961	R00040616	140801924-1	\$23.00
PP0001998 Totals:						\$23.00
PP0002000	GLAZE, MELISSA A	10/25/2017	438964	R00040618	160755646-1	\$100.00
PP0002000 Totals:						\$100.00
PP0002001	KIHN, WILLIAM WAYNE	10/25/2017	438980	R00040624	121154167-1	\$30.00
PP0002001 Totals:						\$30.00

Report Totals

\$9,386.00

* Indicates an overpayment was made on the Payment Plan



My Filed Or Closed Cases Listing

Belton

11/2/2017 1:16:41 PM

Totals For Filed Date From 10/01/2017 To 10/31/2017

Posted Fee Totals For Posted Date From 10/01/2017 To 10/31/2017

Violations By Filed Date

City Ordinance	223
IPMC CODE	4
MOVING TRAFFIC	420
Parking	1
Traffic	178
Total Violations Filed:	826

Violations Completed-Paid Fines By Filed Date

CL-CLOSED FOUND GUILTY

25

MOVING TRAFFIC	112
Parking	1
Traffic	83
CL	196
Total Violations Completed-Paid Fines:	196

Violations Completed-Before Judge By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	85
IPMC CODE	5
MOVING TRAFFIC	65
Traffic	145
CL	300

DC-Dismissed by Complainant

City Ordinance	4
DC	4



My Filed Or Closed Cases Listing

Belton

11/2/2017 1:16:41 PM

Totals For Filed Date From 10/01/2017 To 10/31/2017

Posted Fee Totals For Posted Date From 10/01/2017 To 10/31/2017

Violations Completed-Before Judge By Filed Date

DI-CLOSED BY SIS

MOVING TRAFFIC	8	
DI		8

DJ-Dismissed by Judge

City Ordinance	3	
DJ		3

DP-Dismissed by Prosecutor

City Ordinance	23	
MOVING TRAFFIC	28	
Traffic	4	
DP		55

26

DW-DISMISSED NO WITNESS

City Ordinance	1	
DW		1

DX-FOUND NOT GUILTY AT TRIAL

City Ordinance	7	
MOVING TRAFFIC	51	
Traffic	4	
DX		62

Total Violations Completed-Before Judge: 433

Violations Completed-Other By Filed Date

D\$-DISMISSED SC PP RECALCULATED/PAID



My Filed Or Closed Cases Listing

Belton

11/2/2017 1:16:41 PM

Totals For Filed Date From 10/01/2017 To 10/31/2017

Posted Fee Totals For Posted Date From 10/01/2017 To 10/31/2017

Violations Completed-Other By Filed Date

City Ordinance	36
D\$	36

DS-DISMISSED STATE CHARGES

City Ordinance	2
MOVING TRAFFIC	1
DS	3

VD-Voided Docket

MOVING TRAFFIC	1
Traffic	2
VD	3

Total Violations Completed-Paid Fines:	42
---	-----------

Total Violations Completed-Paid Fines:	196
Total Violations Completed-Before Judge:	433
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	42
Total Violations Completed:	671
Total Violations Filed:	826
Net Difference Filed - Completed:	155

Warrants Issued

City Ordinance	223
MOVING TRAFFIC	195
Parking	1

27



My Filed Or Closed Cases Listing

Belton

11/2/2017 1:16:41 PM

Totals For Filed Date From 10/01/2017 To 10/31/2017

Posted Fee Totals For Posted Date From 10/01/2017 To 10/31/2017

Traffic	97		
Total Warrants Issued:	516	Total Violations:	516
Warrants Cleared			
City Ordinance	152		
IPMC CODE	4		
MOVING TRAFFIC	119		
Traffic	79		
Total Warrants Cleared:	354	Total Violations:	354
Total Warrants Issued:	516		
Total Warrants Cleared:	354		
Net Difference:	162		

28

Violations Completed-Other Paid By Filed Date AJ-SUSPENDED IMPOSITION OF SENTEN

MOVING TRAFFIC	5		
Traffic	1		
		AJ	6

CC-CONTEMPT OF COURT ISSUED

City Ordinance	3		
MOVING TRAFFIC	3		
Traffic	4		
		CC	10

CD-Completion date for school(s)

MOVING TRAFFIC	4		
		CD	4



My Filed Or Closed Cases Listing

Belton

11/2/2017 1:16:41 PM

Totals For Filed Date From 10/01/2017 To 10/31/2017

Posted Fee Totals For Posted Date From 10/01/2017 To 10/31/2017

Violations Completed-Other Paid By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	1	
CL		1

CN-Continued Arraignment

City Ordinance	1	
MOVING TRAFFIC	2	
CN		3

PP-Payment plan

City Ordinance	32	
IPMC CODE	2	
MOVING TRAFFIC	52	
Traffic	19	
PP		105

Total Violations Completed-Other Paid:		129
---	--	------------

29



My Filed Or Closed Cases Listing

Belton

11/2/2017 1:16:41 PM

Posted Fee Totals For Posted Date From 10/01/2017 To 10/31/2017

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$2,599.90
CC (76)	COURT COSTS	\$4,591.44
CN (CA)	COURT NOTIFCATION AUTOMATION	\$810.62
CVC2 (74)	CRIME VICTIMS CITY	\$152.44
CVS2 (CV)	CRIME VICTIMS STATE	\$3,113.78
DM (82)	DOMESTIC VIOLENCE	\$824.00
DWI (77)	DWI RECOVERY COST	\$720.50
FINE (76)	FINE	\$61,107.05
ILFC (83)	ILF- CITY	\$423.61
IS (IS)	INMATE SECURITY FUND	\$830.29
RST (RS)	RESTITUTION	\$160.00
SR (SR)	SHERIFF RETIREMENT	\$1,310.15
TFC (78)	TRAINING FUND CITY	\$830.37
TFS (81)	TRAINING FUND STATE	\$436.75
WRNTFE (76)	WARRANT FINE	\$50.00

30

Report Totals: **\$77,960.90**

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION		Contact information same as last report <input checked="" type="checkbox"/>	
Municipality:	Belton	Reporting Period: 10/2017	
Mailing Address:	7001 E. 163rd St. Belton 64012	Software Vendor: Tyler Technologies	
Physical Address:	7001 E. 163rd St. Belton 64012	County: CASS COUNTY	Circuit: 17
Telephone Number:	(816) 331-2798	Fax Number: (816) 348-4439	
Prepared by:	Laura Ellis	E-mail Address:	beltoncourts@beltonpd.org
Municipal Judge(s) CHARLES C. CURRY		iNotes <input checked="" type="checkbox"/>	
Prosecuting Attorney: WILLIAM N. MARSHALL III			
II. MONTHLY CASELOAD INFORMATION		Alcohol and Drug Related Traffic	Other Traffic
		Non-Traffic Ordinance	
A. cases (citations / informations) pending at start of month		104	3,507
B. cases (citations / informations) filed		7	591
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		0	8
3. court / bench trial - NOT GUILTY		0	55
4. plea of GUILTY in court		11	263
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	192
6. dismissed by court		0	3
7. <i>nolle prosequi</i>		2	31
8. certified for jury trial (not heard in the Municipal Division)		0	0
9. TOTAL CASE DISPOSITIONS		13	552
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		98	3,546
E. Trial de Novo and / or appeal applications filed		0	0
III. WARRANT INFORMATION (Pre and Post Disposition)		IV. PARKING TICKETS	
1. # issued during reporting period	516	# issued during period	0
2. # served/withdrawn during reporting period	389	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	2,550		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Belton	Reporting Period: 10/2017
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$42,924.59		
Clerk Fee - Excess Revenue	\$3,957.75		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$121.36		
Bond forfeitures (paid to city) - Excess Revenue	\$449.90		
Total Excess Revenue	\$47,453.60		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$19,043.08		
Clerk Fee - Other	\$1,057.30		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace officer Standards and Training (POST) Commission surcharge	\$436.75		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$3,113.78		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$31.08		
Law Enforcement Training (LET) Fund surcharge	\$830.37		
Domestic Violence Shelter surcharge	\$824.00		
Inmate Prisoner Detainee Security Fund surcharge	\$830.29		
Sheriffs' Retirement Fund (SRF) surcharge	\$1,310.15		
Restitution	\$160.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$2,150.00		
Total Revenue Other	\$29,786.80		
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		Total Other Disbursements	\$720.50
		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$77,960.90
DWI RECOVERY COST	\$720.50	Bond Refunds	\$0.00
		Total Disbursements	\$77,960.90

Laura Ellis

To: MunicipalDivision.Reports@courts.mo.gov
Subject: BELTON MUNICIPAL DIVISION SUMMARY REPORT
Attachments: OCT 2017.pdf

Attached is the October 2017 Municipal Division Summary Report for Belton Municipal Court. If you need anything further, please let me know.

Thank you,

Laura Ellis | Court Administrator
Belton Municipal Court
7001 E. 163rd St. | Belton, MO 64012
816/331/2798 ph | 816/348/4439 fax
www.belton.org | laurae@beltonpd.org
MACA, Past President



SECTION VI

C

R2017-53

A RESOLUTION APPOINTING RON PEEK TO THE ENHANCED ENTERPRISE ZONE BOARD.

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

WHEREAS, Michael Thompson moved out of Belton and is no longer eligible to serve on the Enhanced Enterprise Zone Board; and

WHEREAS, Ron Peek is hereby appointed to the Enhanced Enterprise Zone Board to fulfill Michael Thompson's unexpired term until June 23, 2022.

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

<u>NAME</u>	<u>TERM</u>
Dave Clark	June 23, 2018 representing the City of Belton
Tom MacPherson	June 23, 2018 representing the City of Belton
Dr. Andrew Underwood	June 23, 2019 representing Belton School District
Dennis Williamson	June 23, 2019 representing Cass County, Missouri
William Keeney	June 23, 2021 representing the City of Belton
Ronald Branan	June 23, 2022 representing the City of Belton
Ron Peek	June 23, 2022 representing the City of Belton

Section 1. That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this 14th day of November, 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 14th day of November, 2017, and adopted at a regular meeting of the City Council held the 14th day of November, 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, MISSOURI
APPLICATION FOR APPOINTMENT TO CITY
BOARDS AND COMMISSIONS

Date 10/17/2017

*Board/Commission of interest Enhanced Enterprise Zone Board

*Name Ron Peek

*Phone# 331-68736

*Home Address 503 London Way
Belton, MO 64012

*Do you reside within the city
limits of Belton? (circle one)

Yes No

*E-mail topwtr1@gmail.com

Length of residence in Belton 67 years

Why are you interested in serving on this Board or Commission? To fulfill

my duties as a lifelong resident of Belton

List other service on local boards or commission: Past member of the CCJAA and

Belton Athletic Association when our children were growing up

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

After a lifetime observation of conservative growth in Belton, I want to

see its growth continue with financial responsibility.

Signature: 

*Required information

Updated 1/6/2015
C:\Users\rpeek\Downloads\application board and commissions.doc

SECTION VI
D



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: November 14, 2017

DIVISION: Transportation

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

The purchase of a new compact (mini) excavator will assist in the activities of curb and sidewalk replacement, storm water maintenance, and ditching program and was budgeted by Transportation in the FY2018 budget.

Bids were prepared by the Transportation Division using local equipment company vendors. Each equipment company's base model and option packages were cross referenced before selecting a dealership who could meet the City's specifications. Quotes were received from Foley Equipment Company (\$64,326.10); Rex Spencer Equipment Company (\$57,071.00); and K.C. Bobcat (\$56,940.00). K.C. Bobcat was chosen because they were the lowest and best bidder.

PROPOSED CITY COUNCIL MOTION:

Approve the purchase of a 2017 E45 T4 Bobcat Compact Excavator with Towmaster Trailer T14-DT from K.C. Bobcat Company in Olathe, KS for a total purchase price of \$56,940.00.

BACKGROUND:

This is an approved Capital Outlay Request for FY2018 to assist in the activities of curb and sidewalk replacement, storm water maintenance, and ditching program. There are many areas within the City that are not accessible for the normal-sized backhoe. Utilizing the compact excavator for these tasks will result in fewer disturbances and a neater job and appearance for our residents either along a public street or in their front and back yards. The smaller machine on a residential street will leave more room for traffic to maneuver and within backyard areas there will be less fencing to be removed as well as providing a faster response time for repairs.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	K.C. Bobcat Company		
Amount of Request/Contract:	\$	56,940.00	= 2017 E45 T4 Bobcat Compact Excavator
Amount Budgeted:	\$	60,000	
Funding Source:	225-0000-495-7400		
Additional Funds:	\$		
Funding Source:			
Encumbered:	\$		
Funds Remaining:	\$	3,060.00	

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of a 2017 E45 T4 Bobcat Compact Excavator with Towmaster Trailer T14-DT from K.C. Bobcat Company in Olathe, KS for a total purchase price of \$56,940.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- K.C. Bobcat Quote & Specification Information
- Rex Spencer Equipment Company Quote & Specification Information
- Foley Equipment Company Quote & Specification Information
- Towmaster Trailer T-14-DT Specification Information



Product Quotation

Quotation Number: 28206D028239
Date: 2017-10-18 08:43:17

Ship to	Bobcat Dealer	Bill To
City of Belton 506 Main Belton, MO 64012	K.C. Bobcat,Olathe,KS 1220 S HAMILTON CIRCLE OLATHE KS 66061-5371 Phone: (913) 829-4600 Fax: (913) 829-1552	City of Belton 506 Main Belton, MO 64012
	Contact: Derek Diederich Phone: 913-829-4600 Fax: 913-829-1552 Cellular: 913-800-0008 E Mail: ddiederich@kcbobcat.com	

Description	Part No	Qty	Price Ea.	Total
E45 T4 Bobcat Compact Excavator	M3215	1	\$39,303.00	\$39,303.00
42.7 HP Tier 4	Engine/Hydraulic Monitor with Shutdown			
Auto Idle	Fingertip Auxiliary Hydraulic Control			
Auto-Shift	Fingertip Boom Swing Control			
Auxiliary Hydraulics, Selectable Flow with Boom Mounted	Horn			
Flush Face Quick Couplers	Hydraulic Joystick Controls			
Cab Forward Standard Display	Rubber Track			
Canopy	Two-Speed Travel (with Auto-Shift)			
Includes: Cup Holder, Retractable Seat Belt, Suspension Seat with High Back	Vandalism Protection			
Roll Over Protective Structure (ROPS)- Meets Requirements of ISO 12117-2: 2008	Warranty: 12 Months, Unlimited Hours			
Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000	Work Lights			
Control Console Locks	X-Change (Attachment Mounting System)			
Control Pattern Selector Valve (ISO/STD)				
Dozer Blade with Float				
A31 Option Package	M3215-P01-A31	1	\$3,990.00	\$3,990.00
Cab Enclosure with Heat and Air Conditioning	Deluxe Cloth Suspension Seat			
Travel Motion Alarm	M3215-R11-C02	1	\$182.00	\$182.00
Hydraulic Angle Blade	M3215-R12-C02	1	\$1,776.00	\$1,776.00
12" Base Class 4	M7025	1	\$87.00	\$87.00
--- 12" X-Change Std. Duty Trenching Bucket, Class 4 (Weld-on Teeth)	M7025-R01-C01	1	\$531.00	\$531.00
52" X-Change Grading Bucket	6735370	1	\$881.00	\$881.00
Description	Part No	Qty	Price Ea.	Total
Towmaster T14-DT		1	\$10,190.00	\$10,190.00
Total of Items Quoted				\$56,940.00
Quote Total - US dollars				\$56,940.00

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____

Finance Worksheet

QuoteFinance



"The Dealer does make a difference!"

9/25/2017

City of Belton
Monte Johnson

Confidential Equipment Quote

CASE CX36B Mini Excavator W/Cab,Heat & Air, Hydraulic Thumb, 18" Bucket,30" Ditching Bucket, angle dozer blade	\$	46,571.00
Towmaster T14D trailer	\$	10,500.00

F.O.B. Rex Spencer Equipment Company

Warranty Information:
manufactures warranty

Financing Options:

Should you have any questions or need further information, please contact me at your earliest convenience. This quote expires 3-30-17

Sincerely,
Jason Woods-Territory Sales

Cell 816-556-6950
323 North Mullen Road
Belton, Missouri 64012
816-331-6078 or 800-878-6078
Fax 816-331-2539

www.rexspencer.com



ENGINE

Model	Yanmar 3TNV88F-E
Emissions Certification	Tier 4 Final
Fuel	Diesel
Cylinders	3
Displacement	100 in ³ (1.6 L)
Fuel injection	Mechanical w/ electronic governor
Fuel injection pump	Direct
Net horsepower - SAE J1349 @ 2400 RPM:	23.1 hp (17.2 kW)
Cooling	Water-cooled

DRIVETRAIN

Travel speeds:	
1st	1.6 mph (2.5 kph)
2nd	2.7 mph (4.4 kph)
Drawbar pull	8,655 lb (38.5 kN)
Gradeability	30° Slope

ELECTRICAL

Voltage	12 Volts
Alternator rating	24 amp
Battery	12-volt low-maintenance

OPERATOR ENVIRONMENT

ROPS/FOPS three post canopy; Pilot operated hand controls and foot pedals; Adjustable seat w/ seat belt; Arm rests.

Display includes:

Engine oil pressure; Water temperature lamp; Low fuel warning lamp; Battery charge lamp; Water temperature gauge; Fuel gauge and hour meter.

OPERATING WEIGHT

Cab operating weight	8,554 lb (3 880 kg)
w/ counterweight	+551 lb (250 kg)
Canopy operating weight	8,212 lb (3 725 kg)
w/ counterweight	+551 lb (250 kg)

NOTE: w/ operator/full fuel/standard equipment.

HYDRAULICS

Main pumps	Tandem variable displacement/ axial piston pump
Max. rated flow x 2	10.1 gpm (38.4 L/min)
Auxiliary flow	15.2 gpm (57.6 L/min)

System relief pressure:

Standard	3,336 psi (230 bar)
----------	---------------------

Pilot control hydraulic system:

Pump	Gear pump
Maximum capacity	2.9 gpm (10.8 L/min)
Relief pressure	508 psi (35 bar)

Control valves:

Pilot control for left /right track travel, boom, arm, bucket and swing.

Manual control for breaker and backfill blade.

Swing/Dozer blade:

Motor	Fixed displaced axial piston
-------	---------------------------------

Travel:

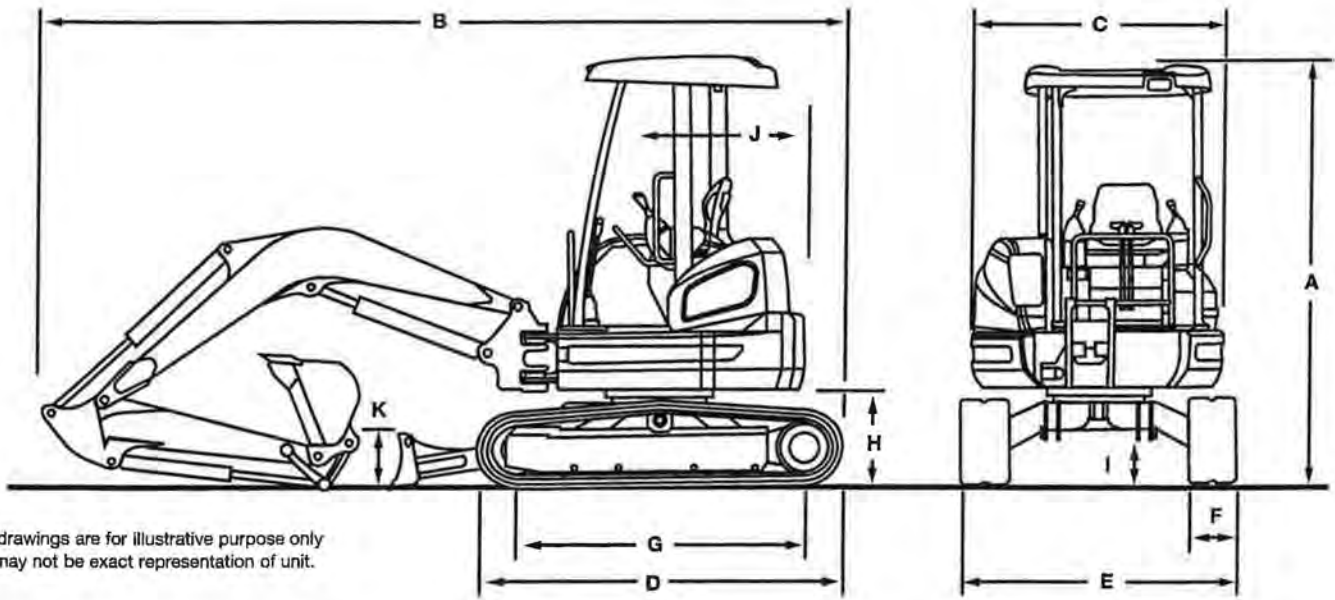
Motors - 2	Two-speed axial piston
Final drive	Planetary gear reduction

SERVICE CAPACITIES

Fuel tank	11 gal (42 L)
Hydraulic tank:	
Refill capacity	5.4 gal (20.4 L)
Total system	11.8 gal (44.8 L)
Engine oil w/ filter change	1.5 gal (5.5 L)
Radiator	1.2 gal (4.6 L)

OTHER SPECIFICATIONS

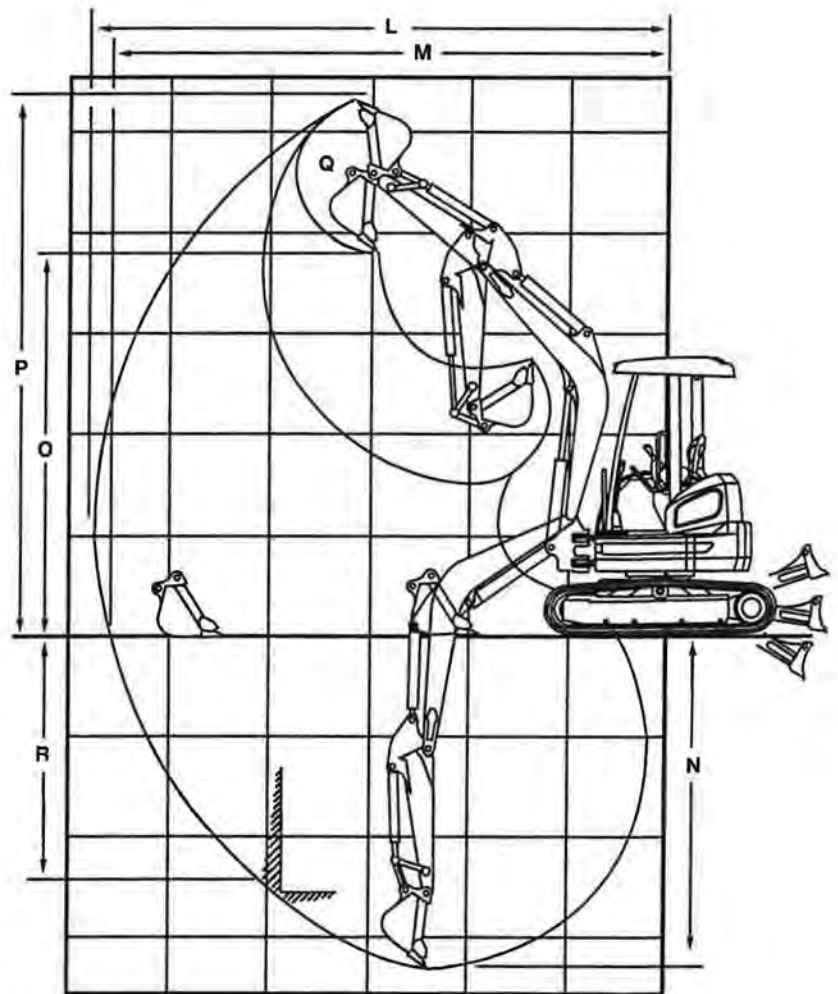
Swing speed	0 - 8.4 RPM
Swing brake	Spring applied, hydraulically released w/ dual cushion relief
Undercarriage:	
Top tracks - each	1 roller
Bottom tracks - each	4 rollers
Boom:	
Swing	70° left /60° right
Length	8 ft 2 in (2 490 mm)
Arm:	
Length	4 ft 4 in (1 320 mm)



Line drawings are for illustrative purpose only and may not be exact representation of unit.

DIMENSIONS	
	4 ft 6 in (1.37 m) Arm
A. Overall height	8 ft 3 in (2 510 mm)
B. Overall length	15 ft 10 in (4 820 mm)
C. Width of upper structure	5 ft 0 in (1 530 mm)
D. Track overall length	7 ft 1 in (2 160 mm)
E. Track overall width with 11.8 in (300 mm) shoes	5 ft 7 in (1 700 mm)
F. Track shoe width	11.8 in (300 mm)
G. Center to center - idler to sprocket	5 ft 7 in (1 700 mm)
H. Upper structure ground clearance	1 ft 10 in (570 mm)
I. Minimum ground clearance	11.8 in (300 mm)
J. Tail swing radius	2 ft 10 in (850 mm)
K. Backfill blade height	1 ft 2 in (345 mm)
Working weight	8,554 lb (3 880 kg)
Ground pressure	4.7 psi (32.4 kPa)
Boom swing	70° left /60° right
Tail swing overhang	0 ft 0 in (0 m)

PERFORMANCE SPECS	
	4 ft 6 in (1.37 m) Arm
L. Maximum dig radius	17 ft 7 in (5 350 mm)
M. Dig radius at groundline	17 ft 1 in (5 200 mm)
N. Maximum dig depth	10 ft 0 in (3 050 mm)
O. Dump height	11 ft 5 in (3 490 mm)
P. Overall reach height	16 ft 0 in (4 870 mm)
Q. Bucket rotation	178°
R. Vertical straight wall dig depth	8 ft 1 in (2 470 mm)
Arm digging force	5,036 lb (22.4 kN)
Bucket digging force: 2 position bucket	6,227 lb (27.7 kN)



LIFT CAPACITIES



Cab model without ACW — 4 ft 6 in (1.4 m) Arm

Lift capacities calculated using 11.8 in (300 mm) shoes, without bucket, blade up/down.

Load (Lift Point Height) A	B	5 ft (1.5 m)		7.5 ft (2.3 m)		10 ft (3.0 m)		12.5 ft (3.8 m)		15 ft (4.6 m)		MAXIMUM REACH		
		I END II END	III SIDE	I END II END	III SIDE	I END II END	III SIDE	I END II END	III SIDE	I END II END	III SIDE	⊙	I END II END	III SIDE
+12.5 ft (3.8 m)												11 ft 6 in (3.52 m)	1,600 lb (720 kg)	1,510 lb (680 kg)
+10 ft (3.0 m)								1,420 lb (640 kg)	1,340 lb (600 kg)			13 ft 6 in (4.12 m)	1,240 lb (560 kg)	1,160 lb (520 kg)
+7.5 ft (2.3 m)						1,080 lb (490 kg)	1,850 lb (830 kg)	1,390 lb (630 kg)	1,310 lb (590 kg)			14 ft 7 in (4.46 m)	1,070 lb (480 kg)	1,010 lb (450 kg)
+5 ft (1.5 m)				2,900 lb (1 310 kg)	2,660 lb (1 200 kg)	1,870 lb (840 kg)	1,750 lb (790 kg)	1,340 lb (600 kg)	1,260 lb (570 kg)	1,010 lb (450 kg)	960 lb (430 kg)	15 ft 1 in (4.62 m)	1,000 lb (450 kg)	940 lb (420 kg)
+2.5 ft (0.8 m)				4,190 lb* (1 900 kg)*		2,630 lb* (1 190 kg)*		2,090 lb* (940 kg)*		1,860 lb* (840 kg)*		15 ft 1 in (4.62 m)	1,850 lb* (830 kg)*	
				2,720 lb (1 230 kg)	2,490 lb (1 120 kg)	1,780 lb (800 kg)	1,660 lb (750 kg)	1,290 lb (580 kg)	1,210 lb (540 kg)	1,000 lb (450 kg)	940 lb (420 kg)	15 ft 1 in (4.62 m)	980 lb (440 kg)	920 lb (410 kg)
				3,780 lb* (1 710 kg)*		3,140 lb* (1 420 kg)*		2,330 lb* (1 050 kg)*		1,920 lb* (870 kg)*		14 ft 7 in (4.46 m)	1,900 lb* (860 kg)*	
Groundline				2,690 lb (1 220 kg)	2,460 lb (1 110 kg)	1,730 lb (780 kg)	1,610 lb (730 kg)	1,260 lb (570 kg)	1,180 lb (530 kg)			14 ft 7 in (4.46 m)	1,020 lb (460 kg)	960 lb (430 kg)
				5,230 lb* (2 370 kg)*		3,360 lb* (1 520 kg)*		2,460 lb* (1 110 kg)*				13 ft 5 in (4.11 m)	1,970 lb* (890 kg)*	
				2,700 lb (1 220 kg)	2,470 lb (1 120 kg)	1,720 lb (780 kg)	1,600 lb (720 kg)	1,260 lb (570 kg)	1,180 lb (530 kg)			13 ft 5 in (4.11 m)	1,140 lb (510 kg)	1,070 lb (480 kg)
-2.5 ft (-0.8 m)		4,860 lb* (2 200 kg)*	4,860 lb* (2 200 kg)*	4,860 lb* (2 200 kg)*	4,830 lb* (2 190 kg)*	3,250 lb* (1 470 kg)*		2,350 lb* (1 060 kg)*				11 ft 6 in (3.50 m)	2,030 lb* (920 kg)*	
				6,100 lb (2 760 kg)	5,290 lb (2 390 kg)	2,750 lb (1 240 kg)	2,520 lb (1 140 kg)	1,760 lb (790 kg)	1,630 lb (730 kg)			11 ft 6 in (3.50 m)	1,450 lb (650 kg)	1,360 lb (610 kg)
				6,720 lb* (3 040 kg)*		3,940 lb* (1 780 kg)*		2,690 lb* (1 220 kg)*				7 ft 8 in (2.35 m)	2,060 lb* (930 kg)*	
						1,840 lb* (830 kg)*	1,840 lb* (830 kg)*					7 ft 8 in (2.35 m)	1,740 lb* (780 kg)*	1,740 lb* (780 kg)*

Cab model with ACW — 4 ft 6 in (1.4 m) Arm

Lift capacities calculated using 11.8 in (300 mm) shoes, without bucket, blade up/down, counterweight +551 lb (+250 kg) Add-on.

Load (Lift Point Height) A	B	5 ft (1.5 m)		7.5 ft (2.3 m)		10 ft (3.0 m)		12.5 ft (3.8 m)		15 ft (4.6 m)		MAXIMUM REACH		
		I END II END	III SIDE	I END II END	III SIDE	I END II END	III SIDE	I END II END	III SIDE	I END II END	III SIDE	⊙	I END II END	III SIDE
+12.5 ft (3.8 m)												11 ft 6 in (3.52 m)	1,820 lb* (820 kg)*	1,750 lb (790 kg)
+10 ft (3.0 m)									1,560 lb (700 kg)			13 ft 6 in (4.12 m)	1,450 lb (650 kg)	1,360 lb (610 kg)
+7.5 ft (2.3 m)						2,040 lb* (920 kg)*		1,650 lb (740 kg)	1,530 lb (690 kg)			14 ft 7 in (4.46 m)	1,270 lb (570 kg)	1,190 lb (530 kg)
+5 ft (1.5 m)				3,390 lb (1 530 kg)	3,100 lb (1 400 kg)	2,040 lb* (920 kg)*	2,040 lb (920 kg)	1,630 lb (730 kg)	1,480 lb (670 kg)	1,200 lb (540 kg)	1,130 lb (510 kg)	15 ft 1 in (4.62 m)	1,180 lb (530 kg)	1,110 lb (500 kg)
+2.5 ft (0.8 m)				4,190 lb* (1 900 kg)*		2,630 lb* (1 190 kg)*		2,090 lb* (940 kg)*		1,860 lb* (840 kg)*		15 ft 1 in (4.62 m)	1,850 lb* (830 kg)*	
				3,210 lb (1 450 kg)	2,930 lb (1 320 kg)	2,190 lb (990 kg)	1,950 lb (880 kg)	1,580 lb (710 kg)	1,430 lb (640 kg)	1,180 lb (530 kg)	1,110 lb (500 kg)	15 ft 1 in (4.62 m)	1,170 lb (530 kg)	1,100 lb (490 kg)
				3,780 lb* (1 710 kg)*		3,140 lb* (1 420 kg)*		2,330 lb* (1 050 kg)*		1,920 lb* (870 kg)*		14 ft 7 in (4.46 m)	1,900 lb* (860 kg)*	
Groundline				3,170 lb (1 430 kg)	2,900 lb (1 310 kg)	2,100 lb (950 kg)	1,900 lb (860 kg)	1,530 lb (690 kg)	1,400 lb (630 kg)			14 ft 7 in (4.46 m)	1,210 lb (540 kg)	1,140 lb (510 kg)
				5,230 lb* (2 370 kg)*		3,360 lb* (1 520 kg)*		2,460 lb* (1 110 kg)*				13 ft 5 in (4.11 m)	1,970 lb* (890 kg)*	
				3,190 lb (1 440 kg)	2,910 lb (1 310 kg)	2,050 lb (920 kg)	1,900 lb (860 kg)	1,500 lb (680 kg)	1,400 lb (630 kg)			13 ft 5 in (4.11 m)	1,360 lb (610 kg)	1,270 lb (570 kg)
-2.5 ft (-0.8 m)		4,860 lb* (2 200 kg)*	4,860 lb* (2 200 kg)*	4,860 lb* (2 200 kg)*	4,830 lb* (2 190 kg)*	3,250 lb* (1 470 kg)*		2,350 lb* (1 060 kg)*				11 ft 6 in (3.50 m)	2,030 lb* (920 kg)*	
				6,720 lb* (3 040 kg)*	6,180 lb (2 800 kg)	3,240 lb (1 460 kg)	2,960 lb (1 340 kg)	2,040 lb (920 kg)	1,930 lb (870 kg)			11 ft 6 in (3.50 m)	1,710 lb (770 kg)	1,600 lb (720 kg)
				6,720 lb* (3 040 kg)*		3,940 lb* (1 780 kg)*		2,690 lb* (1 220 kg)*				7 ft 8 in (2.35 m)	2,060 lb* (930 kg)*	
						1,840 lb* (830 kg)*	1,840 lb* (830 kg)*					7 ft 8 in (2.35 m)	1,740 lb* (780 kg)*	1,740 lb* (780 kg)*

NOTE: *Lift capacities marked with an asterisk (*) are limited by 87% hydraulic capacity.

LIFT CAPACITIES



Canopy model without ACW — 4 ft 6 in (1.4 m) Arm

Lift capacities calculated using 11.8 in (300 mm) shoes, without bucket, blade up/down.

Load (Lift Point Height) A	B	5 ft (1.5 m)		7.5 ft (2.3 m)		10 ft (3.0 m)		12.5 ft (3.8 m)		15 ft (4.6 m)		MAXIMUM REACH		
		I END II END	III SIDE	I END II END	III SIDE	I END II END	III SIDE	I END II END	III SIDE	I END II END	III SIDE	⊙	I END II END	III SIDE
+12.5 ft (3.8 m)												11 ft 6 in (3.52 m)	1,530 lb (690 kg) 1,820 lb* (820 kg)*	1,450 lb (650 kg)
+10 ft (3.0 m)								1,350 lb (610 kg) 1,730 lb* (780 kg)*	1,280 lb (580 kg)			13 ft 6 in (4.12 m)	1,180 lb (530 kg) 1,790 lb* (810 kg)*	1,110 lb (500 kg)
+7.5 ft (2.3 m)						1,900 lb (860 kg) 2,040 lb* (920 kg)*	1,780 lb (800 kg)	1,330 lb (600 kg) 1,850 lb* (830 kg)*	1,250 lb (560 kg)			14 ft 7 in (4.46 m)	1,020 lb (460 kg) 1,810 lb* (820 kg)*	970 lb (430 kg)
+5 ft (1.5 m)				2,770 lb (1 250 kg) 4,190 lb* (1 900 kg)*	2,550 lb (1 150 kg)	1,790 lb (810 kg) 2,630 lb* (1 190 kg)*	1,670 lb (750 kg)	1,280 lb (580 kg) 2,090 lb* (940 kg)*	1,210 lb (540 kg)	960 lb (430 kg) 1,860 lb* (840 kg)*	910 lb (410 kg)	15 ft 1 in (4.62 m)	950 lb (430 kg) 1,860 lb* (840 kg)*	900 lb (400 kg)
+2.5 ft (0.8 m)				2,590 lb (1 170 kg) 3,780 lb* (1 710 kg)*	2,380 lb (1 070 kg)	1,690 lb (760 kg) 3,140 lb* (1 420 kg)*	1,580 lb (710 kg)	1,230 lb (550 kg) 2,330 lb* (1 050 kg)*	1,160 lb (520 kg)	950 lb (430 kg) 1,920 lb* (870 kg)*	890 lb (400 kg)	15 ft 1 in (4.62 m)	930 lb (420 kg) 1,900 lb* (860 kg)*	880 lb (390 kg)
Groundline				2,560 lb (1 160 kg) 5,230 lb* (2 370 kg)*	2,350 lb (1 060 kg)	1,650 lb (740 kg) 3,360 lb* (1 520 kg)*	1,540 lb (690 kg)	1,200 lb (540 kg) 2,460 lb* (1 110 kg)*	1,130 lb (510 kg)			14 ft 7 in (4.45 m)	970 lb (430 kg) 1,970 lb* (890 kg)*	920 lb (410 kg)
-2.5 ft (-0.8 m)		4,860 lb* (2 200 kg)* 4,860 lb* (2 200 kg)* 5,820 lb (2 630 kg)	4,860 lb* (2 200 kg)*	2,570 lb (1 160 kg) 4,830 lb* (2 190 kg)*	2,360 lb (1 070 kg)	1,640 lb (740 kg) 3,250 lb* (1 470 kg)*	1,530 lb (690 kg)	1,200 lb (540 kg) 2,350 lb* (1 060 kg)*	1,130 lb (510 kg)			13 ft 5 in (4.11 m)	1,090 lb (490 kg) 2,030 lb* (920 kg)*	1,020 lb (460 kg)
-5 ft (-1.5 m)		5,820 lb (2 630 kg) 6,720 lb* (3 040 kg)*	5,070 lb (2 290 kg)	2,620 lb (1 180 kg) 3,940 lb* (1 780 kg)*	2,410 lb (1 090 kg)	1,670 lb (750 kg) 2,690 lb* (1 220 kg)*	1,560 lb (700 kg)					11 ft 6 in (3.50 m)	1,380 lb (620 kg) 2,060 lb* (930 kg)*	1,300 lb (580 kg)
-7.5 ft (-2.3 m)				1,840 lb* (830 kg)* 1,840 lb* (830 kg)*	1,840 lb* (830 kg)*							7 ft 8 in (2.35 m)	1,740 lb* (780 kg)* 1,740 lb* (780 kg)*	1,740 lb* (780 kg)*

Canopy model with ACW — 4 ft 6 in (1.4 m) Arm

Lift capacities calculated using 11.8 in (300 mm) shoes, without bucket, blade up/down, counterweight +651 lb (+250 kg) Add-on.

Load (Lift Point Height) A	B	5 ft (1.5 m)		7.5 ft (2.3 m)		10 ft (3.0 m)		12.5 ft (3.8 m)		15 ft (4.6 m)		MAXIMUM REACH		
		I END II END	III SIDE	I END II END	III SIDE	I END II END	III SIDE	I END II END	III SIDE	I END II END	III SIDE	⊙	I END II END	III SIDE
+12.5 ft (3.8 m)												11 ft 6 in (3.52 m)	1,790 lb (810 kg) 1,820 lb* (820 kg)*	1,690 lb (760 kg)
+10 ft (3.0 m)								1,590 lb (720 kg) 1,730 lb* (780 kg)*	1,500 lb (680 kg)			13 ft 6 in (4.12 m)	1,390 lb (630 kg) 1,790 lb* (810 kg)*	1,310 lb (590 kg)
+7.5 ft (2.3 m)						2,040 lb* (920 kg)* 2,040 lb* (920 kg)*	2,040 lb* (920 kg)*	1,560 lb (700 kg) 1,850 lb* (830 kg)*	1,470 lb (660 kg)			14 ft 7 in (4.46 m)	1,210 lb (540 kg) 1,810 lb* (820 kg)*	1,150 lb (520 kg)
+5 ft (1.5 m)				3,260 lb (1 470 kg) 4,190 lb* (1 900 kg)*	2,990 lb (1 350 kg)	2,110 lb (950 kg) 2,630 lb* (1 190 kg)*	1,970 lb (890 kg)	1,510 lb (680 kg) 2,090 lb* (940 kg)*	1,430 lb (640 kg)	1,150 lb (520 kg) 1,860 lb* (840 kg)*	1,090 lb (490 kg)	15 ft 1 in (4.62 m)	1,130 lb (510 kg) 1,850 lb* (830 kg)*	1,070 lb (480 kg)
+2.5 ft (0.8 m)				3,080 lb (1 390 kg) 3,780 lb* (1 710 kg)*	2,820 lb (1 270 kg)	2,010 lb (910 kg) 3,140 lb* (1 420 kg)*	1,880 lb (850 kg)	1,470 lb (660 kg) 2,330 lb* (1 050 kg)*	1,380 lb (620 kg)	1,130 lb (510 kg) 1,920 lb* (870 kg)*	1,070 lb (480 kg)	15 ft 1 in (4.62 m)	1,120 lb (500 kg) 1,900 lb* (860 kg)*	1,050 lb (470 kg)
Groundline				3,040 lb (1 370 kg) 5,230 lb* (2 370 kg)*	2,790 lb (1 260 kg)	1,960 lb (880 kg) 3,360 lb* (1 520 kg)*	1,830 lb (830 kg)	1,440 lb (650 kg) 2,460 lb* (1 110 kg)*	1,350 lb (610 kg)			14 ft 7 in (4.45 m)	1,160 lb (520 kg) 1,970 lb* (890 kg)*	1,100 lb (490 kg)
-2.5 ft (-0.8 m)		4,860 lb* (2 200 kg)* 4,860 lb* (2 200 kg)* 6,720 lb* (3 040 kg)*	4,860 lb* (2 200 kg)*	3,060 lb (1 380 kg) 4,830 lb* (2 190 kg)*	2,800 lb (1 270 kg)	1,960 lb (880 kg) 3,250 lb* (1 470 kg)*	1,820 lb (820 kg)	1,350 lb (610 kg) 2,350 lb* (1 060 kg)*	1,350 lb (610 kg)			13 ft 5 in (4.11 m)	1,300 lb (590 kg) 2,030 lb* (920 kg)*	1,220 lb (550 kg)
-5 ft (-1.5 m)		5,820 lb (2 630 kg) 6,720 lb* (3 040 kg)*	5,960 lb (2 700 kg)	3,110 lb (1 410 kg) 3,940 lb* (1 780 kg)*	2,850 lb (1 290 kg)	1,990 lb (900 kg) 2,690 lb* (1 220 kg)*	1,850 lb (830 kg)					11 ft 6 in (3.50 m)	1,640 lb (740 kg) 2,060 lb* (930 kg)*	1,540 lb (690 kg)
-7.5 ft (-2.3 m)				1,840 lb* (830 kg)* 1,840 lb* (830 kg)*	1,840 lb* (830 kg)*							7 ft 8 in (2.35 m)	1,740 lb* (780 kg)* 1,740 lb* (780 kg)*	1,740 lb* (780 kg)*

NOTE: *Lift capacities marked with an asterisk (*) are limited by 87% hydraulic capacity

LIFT CAPACITIES



Cab model without ACW — 5 ft 6 in (1.7 m) Arm

Lift capacities calculated using 11.8 in (300 mm) shoes, without bucket, blade up/down.

Load (Lift Point Height) A	B	5 ft (1.5 m)		7.5 ft (2.3 m)		10 ft (3.0 m)		12.5 ft (3.8 m)		15 ft (4.6 m)		MAXIMUM REACH			
		I END II END	III SIDE	I END II END	III SIDE	I END II END	III SIDE	I END II END	III SIDE	I END II END	III SIDE	@	I END II END	III SIDE	
+12.5 ft (3.8 m)									1,440 lb (650 kg) 1,560 lb* (700 kg)*	1,350 lb (610 kg)			12 ft 10 in (3.92 m)	1,360 lb (610 kg) 1,810 lb* (730 kg)*	1,280 lb (580 kg)
+10 ft (3.0 m)									1,440 lb (650 kg) 1,490 lb* (670 kg)*	1,360 lb (610 kg)			14 ft 7 in (4.45 m)	1,100 lb (490 kg) 1,550 lb* (700 kg)*	1,040 lb (470 kg)
+7.5 ft (2.3 m)									1,410 lb (630 kg) 1,650 lb* (740 kg)*	1,320 lb (590 kg)	1,040 lb (470 kg) 980 lb (440 kg)		15 ft 7 in (4.76 m)	970 lb (430 kg) 1,520 lb* (680 kg)*	910 lb (410 kg)
+5 ft (1.5 m)				3,010 lb (1 360 kg) 3,460 lb* (1 560 kg)*	2,760 lb (1 250 kg)	1,910 lb (860 kg) 2,340 lb* (1 060 kg)*	1,780 lb (800 kg)	1,350 lb (610 kg) 1,920 lb* (870 kg)*	1,270 lb (570 kg)	1,020 lb (460 kg) 980 lb (430 kg)			16 ft 1 in (4.90 m)	910 lb (410 kg) 1,550 lb* (700 kg)*	860 lb (390 kg)
+2.5 ft (0.8 m)				2,770 lb (1 250 kg) 4,860 lb* (2 200 kg)*	2,530 lb (1 140 kg)	1,800 lb (810 kg) 2,940 lb* (1 330 kg)*	1,670 lb (750 kg)	1,300 lb (580 kg) 2,210 lb* (1 000 kg)*	1,220 lb (550 kg)	990 lb (440 kg) 1,840 lb* (830 kg)*	930 lb (420 kg)		16 ft 1 in (4.90 m)	890 lb (400 kg) 1,840 lb* (740 kg)*	840 lb (380 kg)
Groundline		2,350 lb* (1 060 kg)* 2,350 lb* (1 060 kg)* 4,150 lb* (1 880 kg)*	2,350 lb* (1 060 kg)*	2,680 lb (1 210 kg) 5,250 lb* (2 380 kg)*	2,450 lb (1 110 kg)	1,730 lb (780 kg) 3,280 lb* (1 480 kg)*	1,610 lb (730 kg)	1,260 lb (570 kg) 2,400 lb* (1 080 kg)*	1,180 lb (530 kg)	970 lb (430 kg) 1,900 lb* (860 kg)*	920 lb (410 kg)		15 ft 7 in (4.75 m)	920 lb (410 kg) 1,800 lb* (810 kg)*	870 lb (390 kg)
-2.5 ft (-0.8 m)		4,150 lb* (1 880 kg)* 4,150 lb* (1 880 kg)* 6,010 lb (2 720 kg)	4,150 lb* (1 880 kg)*	2,670 lb (1 210 kg) 5,060 lb* (2 290 kg)* 2,710 lb (1 220 kg)	2,440 lb (1 100 kg)	1,710 lb (770 kg) 3,310 lb* (1 500 kg)* 1,720 lb (780 kg)	1,590 lb (720 kg)	2,400 lb* (1 080 kg)* 1,260 lb (570 kg)	1,160 lb (520 kg)				14 ft 6 in (4.44 m)	1,010 lb (450 kg) 1,870 lb* (840 kg)* 1,230 lb (550 kg)	950 lb (430 kg)
-5 ft (-1.5 m)		6,400 lb* (2 900 kg)* 5,020 lb* (2 270 kg)*	5,200 lb (2 350 kg)	4,400 lb* (1 990 kg)* 2,800 lb (1 270 kg)	2,480 lb (1 120 kg)	2,960 lb* (1 340 kg)*	1,600 lb (720 kg)	2,050 lb* (920 kg)*	1,180 lb (530 kg)				12 ft 9 in (3.90 m)	1,330 lb* (870 kg)* 1,880 lb (850 kg)	1,150 lb (520 kg)
-7.5 ft (-2.3 m)		5,020 lb* (2 270 kg)*	5,020 lb* (2 270 kg)*	2,950 lb* (1 330 kg)*	2,570 lb (1 160 kg)								9 ft 9 in (2.98 m)	1,880 lb* (850 kg)*	1,730 lb (780 kg)

Cab model with ACW — 5 ft 6 in (1.7 m) Arm

Lift capacities calculated using 11.8 in (300 mm) shoes, without bucket, blade up/down, counterweight +551 lb (+250 kg) Add-on.

Load (Lift Point Height) A	B	5 ft (1.5 m)		7.5 ft (2.3 m)		10 ft (3.0 m)		12.5 ft (3.8 m)		15 ft (4.6 m)		MAXIMUM REACH			
		I END II END	III SIDE	I END II END	III SIDE	I END II END	III SIDE	I END II END	III SIDE	I END II END	III SIDE	@	I END II END	III SIDE	
+12.5 ft (3.8 m)									1,560 lb* (700 kg)* 1,560 lb* (700 kg)*	1,560 lb* (700 kg)*			12 ft 10 in (3.92 m)	1,580 lb (710 kg) 1,810 lb* (730 kg)*	1,490 lb (670 kg)
+10 ft (3.0 m)									1,490 lb* (670 kg)* 1,490 lb* (670 kg)*	1,490 lb* (670 kg)*			14 ft 7 in (4.45 m)	1,290 lb (580 kg) 1,550 lb* (700 kg)*	1,210 lb (540 kg)
+7.5 ft (2.3 m)									1,640 lb (740 kg) 1,650 lb* (740 kg)*	1,540 lb (690 kg)	1,220 lb (550 kg) 1,620 lb* (730 kg)*	1,150 lb (520 kg)	15 ft 7 in (4.76 m)	1,140 lb (510 kg) 1,520 lb* (680 kg)*	1,080 lb (480 kg)
+5 ft (1.5 m)				3,460 lb* (1 560 kg)* 3,460 lb* (1 560 kg)*	3,190 lb (1 440 kg)	2,220 lb (1 000 kg) 2,340 lb* (1 060 kg)*	2,060 lb (930 kg)	1,580 lb (710 kg) 1,920 lb* (870 kg)*	1,480 lb (670 kg)	1,200 lb (540 kg) 1,720 lb* (780 kg)*	1,130 lb (510 kg)		16 ft 1 in (4.90 m)	1,070 lb (480 kg) 1,550 lb* (700 kg)*	1,010 lb (450 kg)
+2.5 ft (0.8 m)				3,240 lb (1 460 kg) 4,860 lb* (2 200 kg)*	2,960 lb (1 340 kg)	2,110 lb (950 kg) 2,940 lb* (1 330 kg)*	1,960 lb (880 kg)	1,530 lb (690 kg) 2,210 lb* (1 000 kg)*	1,430 lb (640 kg)	1,170 lb (530 kg) 1,840 lb* (830 kg)*	1,100 lb (490 kg)		16 ft 1 in (4.90 m)	1,050 lb (480 kg) 1,840 lb* (740 kg)*	1,000 lb (450 kg)
Groundline		2,350 lb* (1 060 kg)* 2,350 lb* (1 060 kg)* 4,150 lb* (1 880 kg)*	2,350 lb* (1 080 kg)*	3,150 lb (1 420 kg) 5,250 lb* (2 380 kg)*	2,880 lb (1 300 kg)	2,040 lb (920 kg) 3,280 lb* (1 480 kg)*	1,890 lb (850 kg)	1,490 lb (670 kg) 2,400 lb* (1 080 kg)*	1,390 lb (630 kg)	1,090 lb (490 kg)			15 ft 7 in (4.75 m)	1,100 lb (490 kg) 1,800 lb* (810 kg)*	1,030 lb (460 kg)
-2.5 ft (-0.8 m)		4,150 lb* (1 880 kg)* 4,150 lb* (1 880 kg)* 6,400 lb* (2 900 kg)*	4,150 lb* (1 880 kg)*	3,140 lb (1 420 kg) 5,060 lb* (2 290 kg)* 3,180 lb (1 440 kg)	2,870 lb (1 300 kg)	2,010 lb (910 kg) 3,310 lb* (1 500 kg)* 2,030 lb (920 kg)	1,870 lb (840 kg)	2,400 lb* (1 080 kg)* 1,490 lb (670 kg)	1,380 lb (620 kg)				14 ft 6 in (4.44 m)	1,200 lb (540 kg) 1,870 lb* (840 kg)* 1,450 lb (650 kg)	1,130 lb (510 kg)
-5 ft (-1.5 m)		6,400 lb* (2 900 kg)* 6,400 lb* (2 900 kg)*	6,060 lb (2 740 kg)	4,400 lb* (1 990 kg)*	2,900 lb (1 310 kg)	2,960 lb* (1 340 kg)*	1,890 lb (850 kg)	2,050 lb* (920 kg)*	1,400 lb (630 kg)				12 ft 9 in (3.90 m)	1,930 lb* (870 kg)* 1,880 lb (850 kg)	1,360 lb (610 kg)
-7.5 ft (-2.3 m)		5,020 lb* (2 270 kg)*	5,020 lb* (2 270 kg)*	2,950 lb* (1 330 kg)*	2,950 lb* (1 330 kg)*								9 ft 9 in (2.98 m)	1,880 lb* (850 kg)*	1,880 lb* (850 kg)*

NOTE: *Lift capacities marked with an asterisk (*) are limited by 87% hydraulic capacity.

LIFT CAPACITIES



Canopy model without ACW — 5 ft 6 in (1.7 m) Arm

Lift capacities calculated using 11.8 in (300 mm) shoes, without bucket, blade up/down.

Load (Lift Point Height) A	5 ft (1.5 m)		7.5 ft (2.3 m)		10 ft (3.0 m)		12.5 ft (3.8 m)		15 ft (4.6 m)		MAXIMUM REACH		
	I END II END	III SIDE	I END II END	III SIDE	I END II END	III SIDE	I END II END	III SIDE	I END II END	III SIDE	⊙	I END II END	III SIDE
+12.5 ft (3.8 m)							1,370 lb (620 kg) 1,560 lb* (700 kg)* 1,370 lb (620 kg) 1,490 lb* (670 kg)*	1,290 lb (580 kg)			12 ft 10 in (3.92 m)	1,290 lb (580 kg) 1,610 lb* (730 kg)* 1,040 lb (470 kg) 1,550 lb* (700 kg)*	1,220 lb (550 kg)
+10 ft (3.0 m)							1,340 lb (600 kg) 1,650 lb* (740 kg)*	1,300 lb (580 kg)			14 ft 7 in (4.45 m)	920 lb (410 kg) 1,550 lb* (700 kg)*	990 lb (440 kg)
+7.5 ft (2.3 m)							1,280 lb (580 kg) 1,920 lb* (870 kg)* 1,230 lb (550 kg)	1,260 lb (570 kg)	990 lb (440 kg) 1,620 lb* (730 kg)*	930 lb (420 kg)	15 ft 7 in (4.76 m)	860 lb (390 kg) 1,520 lb* (680 kg)*	870 lb (390 kg)
+5 ft (1.5 m)			2,870 lb (1 300 kg) 3,460 lb* (1 560 kg)*	2,640 lb (1 190 kg)	1,810 lb (820 kg) 2,340 lb* (1 060 kg)*	1,700 lb (770 kg)	1,920 lb* (870 kg)* 1,230 lb (550 kg)	1,210 lb (540 kg)	960 lb (430 kg) 1,720 lb* (780 kg)*	910 lb (410 kg)	16 ft 1 in (4.90 m)	860 lb (390 kg) 1,550 lb* (700 kg)*	810 lb (360 kg)
+2.5 ft (0.8 m)			2,820 lb (1 180 kg) 4,860 lb* (2 200 kg)*	2,410 lb (1 090 kg)	1,700 lb (770 kg) 2,940 lb* (1 330 kg)*	1,590 lb (720 kg)	2,210 lb* (1 000 kg)* 1,190 lb (530 kg)	1,160 lb (520 kg)	1,840 lb* (830 kg)* 920 lb (410 kg)	880 lb (390 kg)	16 ft 1 in (4.90 m)	840 lb (380 kg) 1,640 lb* (740 kg)*	800 lb (360 kg)
Groundline	2,350 lb* (1 060 kg)* 2,350 lb* (1 060 kg)* 4,150 lb* (1 880 kg)*	2,350 lb* (1 060 kg)*	2,540 lb (1 150 kg) 5,250 lb* (2 380 kg)*	2,330 lb (1 050 kg)	1,630 lb (730 kg) 3,280 lb* (1 480 kg)*	1,530 lb (690 kg)	2,400 lb* (1 080 kg)* 1,100 lb (490 kg)	1,120 lb (500 kg)	1,900 lb* (860 kg)* 870 lb (390 kg)	870 lb (390 kg)	15 ft 7 in (4.75 m)	870 lb (390 kg) 1,800 lb* (810 kg)* 960 lb (430 kg)	620 lb (270 kg)
-2.5 ft (-0.8 m)	4,150 lb* (1 880 kg)* 4,150 lb* (1 880 kg)*	4,150 lb* (1 880 kg)*	2,530 lb (1 140 kg) 5,060 lb* (2 290 kg)*	2,320 lb (1 050 kg)	1,610 lb (730 kg) 3,310 lb* (1 500 kg)*	1,500 lb (680 kg)	2,400 lb* (1 080 kg)* 1,180 lb (530 kg)	1,100 lb (490 kg)			14 ft 6 in (4.44 m)	1,870 lb* (840 kg)* 1,160 lb (520 kg)	900 lb (400 kg)
-5 ft (-1.5 m)	5,690 lb (2 580 kg) 6,400 lb* (2 900 kg)*	4,950 lb (2 240 kg)	2,560 lb (1 160 kg) 4,400 lb* (1 990 kg)*	2,350 lb (1 060 kg)	1,630 lb (730 kg) 2,960 lb* (1 340 kg)*	1,520 lb (680 kg)	2,050 lb* (920 kg)*	1,120 lb (500 kg)			12 ft 9 in (3.90 m)	1,930 lb* (870 kg)* 1,760 lb (790 kg)	1,090 lb (490 kg)
-7.5 ft (-2.3 m)	5,020 lb* (2 270 kg)* 5,020 lb* (2 270 kg)*	5,020 lb* (2 270 kg)*	2,660 lb (1 200 kg) 2,950 lb* (1 330 kg)*	2,440 lb (1 100 kg)							9 ft 9 in (2.98 m)	1,880 lb* (850 kg)*	1,640 lb (740 kg)

Canopy model with ACW — 5 ft 6 in (1.7 m) Arm

Lift capacities calculated using 11.8 in (300 mm) shoes, without bucket, blade up/down, counterweight +551 lb (+250 kg) Add-on.

Load (Lift Point Height) A	5 ft (1.5 m)		7.5 ft (2.3 m)		10 ft (3.0 m)		12.5 ft (3.8 m)		15 ft (4.6 m)		MAXIMUM REACH		
	I END II END	III SIDE	I END II END	III SIDE	I END II END	III SIDE	I END II END	III SIDE	I END II END	III SIDE	⊙	I END II END	III SIDE
+12.5 ft (3.8 m)							1,560 lb* (700 kg)* 1,560 lb* (700 kg)* 1,490 lb* (670 kg)* 1,490 lb* (670 kg)*	1,510 lb (680 kg)			12 ft 10 in (3.92 m)	1,520 lb (680 kg) 1,610 lb* (730 kg)* 1,230 lb (550 kg) 1,550 lb* (700 kg)*	1,440 lb (650 kg)
+10 ft (3.0 m)							1,570 lb (710 kg) 1,650 lb* (740 kg)*	1,480 lb (670 kg)	1,170 lb (530 kg) 1,620 lb* (730 kg)*	1,110 lb (500 kg)	15 ft 7 in (4.76 m)	1,090 lb (490 kg) 1,520 lb* (680 kg)*	1,030 lb (460 kg)
+7.5 ft (2.3 m)							1,520 lb (680 kg) 1,920 lb* (870 kg)* 1,480 lb (680 kg) 2,210 lb* (1 000 kg)*	1,430 lb (640 kg)	1,150 lb (520 kg) 1,720 lb* (780 kg)*	1,090 lb (490 kg)	16 ft 1 in (4.90 m)	1,030 lb (460 kg) 1,550 lb* (700 kg)*	970 lb (430 kg)
+5 ft (1.5 m)			3,350 lb (1 510 kg) 3,460 lb* (1 560 kg)*	3,080 lb (1 390 kg)	2,130 lb (960 kg) 2,340 lb* (1 060 kg)*	1,990 lb (900 kg)	2,020 lb (910 kg) 2,210 lb* (1 000 kg)* 1,420 lb (640 kg) 2,400 lb* (1 080 kg)*	1,380 lb (620 kg)	1,120 lb (500 kg) 1,840 lb* (830 kg)*	1,060 lb (480 kg)	16 ft 1 in (4.90 m)	1,010 lb (450 kg) 1,640 lb* (740 kg)*	960 lb (430 kg)
+2.5 ft (0.8 m)			3,110 lb (1 410 kg) 4,860 lb* (2 200 kg)*	2,850 lb (1 290 kg)	2,020 lb (910 kg) 3,280 lb* (1 480 kg)*	1,880 lb (850 kg)	1,930 lb (870 kg) 3,310 lb* (1 500 kg)*	1,800 lb (810 kg)	1,100 lb (490 kg) 1,840 lb* (830 kg)*	1,040 lb (470 kg)	16 ft 1 in (4.90 m)	1,050 lb (470 kg) 1,640 lb* (740 kg)*	990 lb (440 kg)
Groundline	2,350 lb* (1 060 kg)* 2,350 lb* (1 060 kg)* 4,150 lb* (1 880 kg)*	2,350 lb* (1 060 kg)*	3,020 lb (1 360 kg) 5,250 lb* (2 380 kg)*	2,770 lb (1 250 kg)	1,950 lb (880 kg) 3,280 lb* (1 480 kg)*	1,820 lb (820 kg)	2,400 lb* (1 080 kg)* 1,410 lb (630 kg) 2,400 lb* (1 080 kg)*	1,340 lb (600 kg)	1,100 lb (490 kg) 1,900 lb* (860 kg)*	1,040 lb (470 kg)	15 ft 7 in (4.75 m)	1,050 lb (470 kg) 1,800 lb* (810 kg)* 1,150 lb (520 kg)	990 lb (440 kg)
-2.5 ft (-0.8 m)	4,150 lb* (1 880 kg)* 4,150 lb* (1 880 kg)*	4,150 lb* (1 880 kg)*	3,010 lb (1 360 kg) 5,060 lb* (2 290 kg)*	2,780 lb (1 250 kg)	1,930 lb (870 kg) 3,310 lb* (1 500 kg)*	1,800 lb (810 kg)	1,430 lb (640 kg) 2,050 lb* (920 kg)*	1,320 lb (590 kg)			14 ft 6 in (4.44 m)	1,390 lb (630 kg) 1,870 lb* (840 kg)*	1,080 lb (480 kg)
-5 ft (-1.5 m)	6,400 lb* (2 900 kg)* 6,400 lb* (2 900 kg)*	5,840 lb (2 640 kg)	3,050 lb (1 380 kg) 4,400 lb* (1 990 kg)*	2,790 lb (1 260 kg)	1,950 lb (880 kg) 2,960 lb* (1 340 kg)*	1,810 lb (820 kg)		1,340 lb (600 kg)			12 ft 9 in (3.90 m)	1,390 lb (630 kg) 1,930 lb* (870 kg)*	1,300 lb (580 kg)
-7.5 ft (-2.3 m)	5,020 lb* (2 270 kg)* 5,020 lb* (2 270 kg)*	5,020 lb* (2 270 kg)*	2,950 lb* (1 330 kg)*	2,880 lb (1 300 kg)							9 ft 9 in (2.98 m)	1,880 lb* (850 kg)*	1,680 lb* (750 kg)

NOTE: *Lift capacities marked with an asterisk (*) are limited by 87% hydraulic capacity.

STANDARD EQUIPMENT

ENGINE

Yanmar 3TNV88F-E diesel
4 Cycle
Water cooled
Direct injection
One touch decelerator
Engine access under rear hood
Dry type air cleaner with restriction indicator
Glow plug starting aid

ELECTRICAL

12-volt electrical starting system
Heavy-duty battery
Horn

HYDRAULICS

Auxiliary hydraulics – single/bi-directional –
and plumbing to arm
Large hydraulic oil cooler
Control pattern selector valve

TRACK DRIVE

Rubber tracks
Automatic 2-speed travel
Fully hydrostatic drive system
Sealed and lubricated track rollers
Track tension adjustment – grease type
Disc type parking brake – auto
release and apply

UPPER STRUCTURE

Zero tail swing
Swing lock
Swing brake
Swing shock valve

OPERATOR ENVIRONMENT

See page 1

OTHER

Swing boom – 70° left/60° right
Hydraulic backfill blade

OPTIONAL EQUIPMENT

OPERATOR ENVIRONMENT

Cab enclosure with heater and A/C
Radio
Operator front guard
Rearview mirror
Rear under mirror
LCD Monitor

OTHER

Steel tracks
5 ft 3 in (1.59 m) arm
Mechanical coupler
Travel alarm
Additional counterweight
Arm/bucket cylinder rod cover
Air filter double element
4-way backfill blade
Rotating beacon
Thumb cylinder bracket – Standard arm only

BUCKETS

Width	SAE Heaped Capacity	Weight
12 in (305 mm)	2.13 ft ³ (0.060 m ³)	155 lb (70 kg)
24 in (610 mm)	4.25 ft ³ (0.120 m ³)	218 lb (99 kg)
36 in (914 mm)	6.60 ft ³ (0.186 m ³)	290 lb (132 kg)

CaseCE.com

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IMPORTANT: CASE Construction Equipment Inc. reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Availability of some models and equipment builds vary according to the country in which the equipment is used. The illustrations and text may include optional equipment and accessories and may not include all standard equipment. Your CASE dealer/distributor will be able to give you details of the products and their specifications available in your area.



CASE Construction Equipment is biodiesel-friendly. NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.



Always read the Operator's Manual before operating any equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.

Form No. CCE201606CX36B
Replaces Form No. CCE201409CX36B

CX36B

FOLEY
EQUIPMENT



Quote 156243-01

September 22, 2017

CITY OF BELTON
506 MAIN
BELTON
Missouri
64012

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR Model: 304E2 Excavators

STOCK NUMBER: **SERIAL NUMBER:** **YEAR:** **SMU:**

We wish to thank you for the opportunity of quoting on your equipment needs. This quote is contingent upon Customer's acceptance of Foley's standard terms and conditions. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,
Kevin Rodgers
Regional Sales Representative

CATERPILLAR Model: 304E2 Excavators

STANDARD EQUIPMENT

POWERTRAIN, CAT C2.4 Diesel Engine, Tier 4 Interim/Stage IIIB, U.S. EPA Tier 4i, EU Stage IIIA, ISO 9249/EEC 80/1269, Rated Net Power 30.0kW/ 40.2hp, Automatic Engine Idle, Automatic Swing Park Brake, Automatic Two Speed Travel, Fuel and Water Separator

ELECTRICAL, 12 Volt Electrical System, 60 Ampere Alternator, 650 CCA Maintenance Free Battery, Fuse Box, Ignition Key Start / Stop Switch, Slow Blow Fuse, Warning Horn,

OPERATOR ENVIRONMENT, 100% Pilot Control Ergonomic Joysticks, Adjustable Arm Rests, Anti-theft System, COMPASS: Complete, Operation,, Maintenance Performance and, Security System, -Multiple Languages, Cup Holder, Digital Liquid Crystal Monitor, Hydraulic Neutral Lockout System, Literature Holder, Travel Control Pedals with Hand Levers, Washable Floor Mat,

OTHER STANDARD EQUIPMENT, 1-way and 2-way (combined function), Accumulator Certification, Auxiliary Hydraulic Lines, Adjustable Auxiliary Hydraulics, Auxiliary Line Quick Disconnects, Caterpillar Corporate "One Key" System, Continuous Flow, Door Locks, Dozer Blade with Float Function, Economy Mode, Hydraulic Oil Cooler, High Definition Hydraulics, Load Sensing/Flow Sharing, Lockable Fuel Cap, Roll Over Protective Structure (ROPS), (ISO 12117-2), Swing Boom Design, Swivel Guard, Tie Down Eyes on Track Frame, Tip Over Protective Structure (TOPS), (ISO 12117), Tool Storage Area, Top Guard - ISO 10262 (Level 1), Towing Eye on Base Frame, Work Lights,

MACHINE SPECIFICATIONS

Description	Reference No
304E2 HEXMN DCA3	515-6923
LANE 1 - AVAILABLE FROM ATHENS PDC	
INCLUDES:	
452-5618 304E2 HYDRAULIC EXCAVATOR	
NOTE: PLEASE REFER TO LANE 1 SECTION TO COMPLETE YOUR ORDER.	
456-2642 CAB, WITH AIR CONDITIONER	
437-3272 RADIO, READY	437-3272
428-7870 MIRROR, REAR	428-7870
397-7122 CONTROL, PATTERN CHANGER	
397-7119 LINES, BOOM	397-7119
397-7062 LINES, STICK	397-7062
463-9122 STICK PACKAGE, LONG W/O 2ND AUX	463-9122
425-8087 LINES, QUICK COUPLER	425-8087
434-2092 BELT, SEAT, 76MM(3") RETRACTABLE	
419-4783 ALARM, TRAVEL	419-4783
436-2492 TRACK, RUBBER BELT	436-2492
463-8034 BLADE, POWER ANGLE	463-8034
379-4690 DRAIN, ECOLOGY	379-4690
454-0241 CABLE, GROUND	454-0241
428-7874 SEAT, FABRIC, HIGH BACK	
456-2652 ENGINE, EPA TIER 4F	
470-6522 HEATER, JACKET WATER	470-6522
512-5611 LIGHTS, STANDARD	512-5611
507-2636 PRODUCT LINK, CELLULAR, PL240	507-2636
BK303P30 - 3031329	3031329
TH303H - 4522740	4522740
SERIALIZED TECHNICAL MEDIA KIT	421-8926
SHIPPING/STORAGE PROTECTION	0P-2266
PACK, DOMESTIC TRUCK	0P-0210
BUCKET, 12", 1.7 CFT, HD	464-9900
PINS,BUCKET	154-2638
TRACK, RUBBER BELT	436-2492
RADIO	432-2774
Towmaster T-14DT Trailer	QT 18896

SELL PRICE	\$64,326.10
EXT WARRANTY	Included
PLUS ANY APPLICABLE TAXES	\$64,326.10

WARRANTY

Standard Warranty: 12 months unlimited hours
Extended Warranty: 304-24 MO/1000 HR POWERTRAIN - SPECIAL

F.O.B./TERMS

Kansas City, MO

Accepted by _____ on _____

Signature

FOLEY
EQUIPMENT



Quote 156243-01

September 22, 2017

CITY OF BELTON
506 MAIN
BELTON
Missouri
64012

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ELECTRICAL, 12 Volt Electrical System, 60 Ampere Alternator, 650 CCA Maintenance Free Battery, Fuse Box, Ignition Key Start / Stop Switch, Slow Blow Fuse, Warning Horn,

OPERATOR ENVIRONMENT, 100% Pilot Control Ergonomic Joysticks, Adjustable Arm Rests, Anti-theft System, COMPASS: Complete, Operation,, Maintenance Performance and, Security System, -Multiple Languages, Cup Holder, Digital Liquid Crystal Monitor, Hydraulic Neutral Lockout System, Literature Holder, Travel Control Pedals with Hand Levers, Washable Floor Mat,

OTHER STANDARD EQUIPMENT, 1-way and 2-way (combined function), Accumulator Certification, Auxiliary Hydraulic Lines, Adjustable Auxiliary Hydraulics, Auxiliary Line Quick Disconnects, Caterpillar Corporate "One Key" System, Continuous Flow, Door Locks, Dozer Blade with Float Function, Economy Mode, Hydraulic Oil Cooler, High Definition Hydraulics, Load Sensing/Flow Sharing, Lockable Fuel Cap, Roll Over Protective Structure (ROPS), (ISO 12117-2), Swing Boom Design, Swivel Guard, Tie Down Eyes on Track Frame, Tip Over Protective Structure (TOPS), (ISO 12117), Tool Storage Area, Top Guard - ISO 10262 (Level 1), Towing Eye on Base Frame, Work Lights,

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425-8087 LINES, QUICK COUPLER	425-8087
434-2092 BELT, SEAT, 76MM(3") RETRACTABLE	
419-4783 ALARM, TRAVEL	419-4783
436-2492 TRACK, RUBBER BELT	436-2492
463-8034 BLADE, POWER ANGLE	463-8034
379-4690 DRAIN, ECOLOGY	379-4690
454-0241 CABLE, GROUND	454-0241
428-7874 SEAT, FABRIC, HIGH BACK	
456-2652 ENGINE, EPA TIER 4F	
470-6522 HEATER, JACKET WATER	470-6522
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507-2636 PRODUCT LINK, CELLULAR, PL240	507-2636
BK303P30 - 3031329	3031329
TH303H - 4522740	4522740
SERIALIZED TECHNICAL MEDIA KIT	421-8926
SHIPPING/STORAGE PROTECTION	0P-2266
PACK, DOMESTIC TRUCK	0P-0210
BUCKET, 12", 1.7 CFT, HD	464-9900
PINS,BUCKET	154-2638
TRACK, RUBBER BELT	436-2492
RADIO	432-2774
Towmaster T-14DT Trailer	QT 18896

SELL PRICE	\$64,326.10
EXT WARRANTY	Included
PLUS ANY APPLICABLE TAXES	\$64,326.10

WARRANTY

Standard Warranty: 12 months unlimited hours
Extended Warranty: 304-24 MO/1000 HR POWERTRAIN - SPECIAL

F.O.B./TERMS

Kansas City, MO

Accepted by _____ on _____

Signature

TOWMASTER[®] COUNT ON IT

Drop-Deck Tilt T-14DT / T-16DT



Cushion cylinder controls the deck when loading or unloading equipment.



Knife edge approach ramp allows easy equipment loading and unloading.



Single deck latch lever with dual latch security is easy to operate.

Description:

The Towmaster[®] drop-deck tilt trailers are popular with rental dealers and small contractors. There are no ramps to hassle with; simply tilt the deck and drive on or off. This trailer is built on our cold-formed I-beam tongue and main frame for tough durability. The tilt deck trailer features a single lever twin-latch system, knife-edge approach plate, rubber-ride axles and adjustable hitch. A deck cushion cylinder eases the deck back into transport position and prevents equipment from slamming the deck down.

Quick Specs:

- 2" nominal white oak deck
- 22.5" deck height (empty)
- 82" between fenders
- 14', 16', 18' cushioned deck
- Electric brakes with forward adjust
- Dexter[®] Torflex[®] axles
- E-Z Lube hubs
- Integrated knife-edge approach ramp
- LED Lights and Sealed Wiring

towmaster.com

800-462-4517

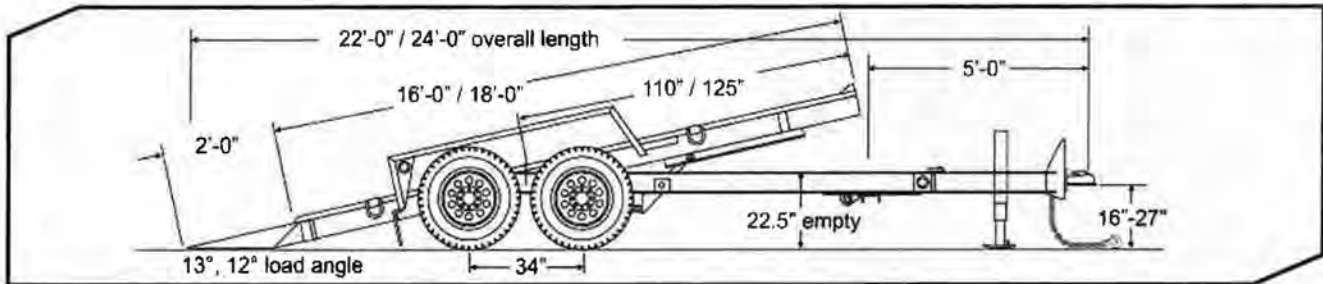
U.S.A. BUILT
EMPLOYEE OWNED
AMERICA'S BEST TRAILER



**GALVANIZING
AVAILABLE**



Photos may show optional equipment.



SPECIFICATIONS

S=Standard O=Optional

CAPACITY / DIMENSIONS	T-14DT	T-16DT
Payload Rating (lbs/kg)	14,000 / 6350	16,000 / 7257
GVWR (lbs/kg)	18,300 / 8301	20,400 / 9253
GAWR (lbs/kg)	14,400 / 6531	16,000 / 7257
Approx. Avg. Weight (lbs/kg)	4,300 / 1950	4,400 / 1995
Overall Length – 16' (ft-in/mm)	22-0 / 6706	22-0 / 6706
Overall Length – 18' (ft-in/mm)	24-0 / 7315	24-0 / 7315
Deck Height (empty)(in/mm)	21.5 / 546	21.5 / 546
Overall Width (ft-in/mm)	8-6 / 2591	8-6 / 2591
Load Width (in/mm)	82 / 2083	80 / 2083
TONGUE		
Tongue Length (ft-in/mm)	5-0 / 1524	5-0 / 1524
One-Piece Cold-Formed Tongue / Frame	S	S
Pintle Ring (in)	3	3
High-Tensile Safety Chain	3/8" Grade 70	3/8" Grade 70
Bolt-on Drop-Leg Parking Jack	12K	12K
FRAME / RAMPS		
Main Beam	Hi-Tensile W6 x 12	Hi-Tensile W6 x 12
Crossmembers	3" Channel	3" Channel
Headboard Height (in / mm)	3 / 76	3 / 76
Deck	2" nom. White Oak	2" nom. White Oak
Deck Lip (in / mm)	2 / 51	2 / 51
Deck Latch	Dual-Point	Dual-Point
12 ga. One-piece formed fenders and inner panel	S	S
Approach Ramp (in x in/mm)	12 / 305	12 / 305
Load Angle (degrees) – depending on deck length	10, 11	10, 11
Tie Downs	D-ring	D-ring
Number of Tie-Downs (Total / Side)	8 / 4	8 / 4
SUSPENSION / TIRES		
Rubber-Ride Axles w/Warranty	S	S
Axle Capacity (each) (lbs/kg)	7,200 / 3266	8,000 / 3628
Axle Spread (in/mm)	34 / 864	34 / 864
Hubs	E-Z Lube	E-Z Lube
Electric Brakes w/Forward Adjust	S	S
Brake Size (in/mm)	12.25x2.5 / 311x64	12.25x3.38 / 311x86
Battery Break-Away Kit with Tow Charger	S	S
Wheels (in/mm)	17.5x6.75 / 445x171	17.5x6.75 / 445x171
Wheel Bolt Pattern	8-bolt	8-bolt
Tires / Load Range Rating	215/75R17.5 / H	215/75R17.5 / H

STANDARD EQUIPMENT

- Adjustable hitch height
- Weather resistant sealed modular wiring
- Grommet mounted LED lights
- Registration holder
- Rust inhibiting primer
- Durable, rust inhibiting top coat
- Die-cut UV resistant vinyl decals
- D.O.T. approved conspicuity tape
- Mud flaps
- RV electrical plug
- Trailer color: Equipment black

OPTIONAL EQUIPMENT

Other options may be available. Ask your dealer or visit our web site.

- 4-foot stationary deck
- Gooseneck hitch
- 6-pole round electrical plug
- Storage tray lid
- Pallet fork holders
- 8K electric winch
- Additional tie-downs
- Spare tire and wheel mount
- Spare tire and wheel
- "SL" ramp option for hauling scissor lifts
- Color options: Construction Yellow, Equipment Red, Blue, Charcoal
- Galvanizing

AMERICA'S BEST TRAILER

U.S.A. DESIGNED AND BUILT IN LITCHFIELD, MN

*Payload capacity is calculated by taking the GVWR and subtracting the trailer weight. Listed GVWR, weights, and dimensions are for reference only. Manufacturer reserves the right to change models and specifications as they see fit. See our web site or your local authorized dealer for more information.

Download PDF



www.towmaster.com

800-462-4517

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SECTION VIII

A

AN ORDINANCE AMENDING CHAPTER 18 - GENERAL USE REGULATIONS, SECTION 18-8 - NORTH SCOTT CORRIDOR OVERLAY DISTRICT + GUIDELINES; CHAPTER 6 - AGRICULTURAL AND RESIDENTIAL ZONING DISTRICTS, SECTION 6-2 (A) - BULK AND DIMENSIONAL STANDARDS TABLE; CHAPTER 12 - COMMERCIAL, INDUSTRIAL, PARKS, RECREATION AND PUBLIC USE ZONING DISTRICTS; SECTION 12-1 (j) - BUSINESS, COMMERCIAL AND INDUSTRIAL DISTRICTS, AND SECTION 12-2 (A) - BULK AND DIMENSIONAL STANDARDS TABLE; CHAPTER 22 - LANDSCAPING AND SCREENING, SECTION 22-1 (C) - APPLICABILITY; CHAPTER 28 - PERFORMANCE STANDARDS, SECTION 28-1 (5) - BUILDING DESIGN STANDARDS; CHAPTER 30 - SIGNS, SECTION 30-2 - APPLICABILITY; AND CHAPTER 40 - USE SPECIFIC STANDARDS - RESIDENTIAL, COMMERCIAL, OTHER, SECTION 40-1 (H) (1) - USE SPECIFIC STANDARDS TO IMPLEMENT THE STANDARDS AND CODE REVISIONS FROM THE NORTH SCOTT CORRIDOR OVERLAY DISTRICT + GUIDELINES DATED NOVEMBER 7, 2017.

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

WHEREAS, City staff issued a Request for Qualifications (RFQ) for professional consulting services in May 2014 for review of the North Scott Corridor; and

WHEREAS, Confluence, a planning and urban design consultant, was selected on September 9, 2014, ordinance number 2014-71, to provide the City with a community-driven plan for the North Scott Corridor; and

WHEREAS, the North Scott Advisory Committee was formed and the group met to provide guidance for the project planning process on September 29, 2014, November 6, 2014, and December 11, 2014; and

WHEREAS, two public meetings were held to receive public comment on the corridor plan development on October 13, 2014 and December 11, 2014. The Planning Commission voted to recommend approval to the City Council of the North Scott Corridor Plan on January 5, 2015; and

WHEREAS, the North Scott Corridor Plan was approved by the City Council on January 27, 2015, resolution 2015-06; and

WHEREAS, the City Council approved a professional services agreement with Confluence on September 13, 2016, ordinance number 2016-98, to work on the next phase of the plan, emphasizing design guidelines and text amendments to support the overlay district; and

WHEREAS, The Belton Planning Commission convened on June 5, 2017 and was presented an overview of the North Scott Corridor Overlay District to discuss in detail; and

WHEREAS, the Belton Planning Commission convened on August 21, 2017 and voted 9-0 by those present to recommend approval to the City Council of the North Scott Corridor Overlay District as presented; and

WHEREAS, the City Council convened on September 26, 2017 and voted to approve the of North Scott Corridor Overlay District, resolution number 2017-39, to direct the Planning Commission to initiate public hearings to amend the Unified Development Code and the Comprehensive Plan; and

WHEREAS, the Planning Commission held a Public Hearing to solicit comments on the revised proposed amendments to the Uniform Development Code and the Comprehensive Plan on October 16, 2017; and

WHEREAS, the Planning Commission voted 8-0 by those present to approve the amendments to the Uniform Development Code and the Comprehensive Plan on October 16, 2017; and

WHEREAS, the Planning Commission adopted a resolution on October 16, 2017, to amend the comprehensive plan of the City to include an updated Future Land Use map reflecting the North Scott Corridor Overlay District, Planning Commission resolution number 2017-01; and

WHEREAS, the City Council believes the code changes reflect the comprehensive and future land use plans of the City and is in the best interest of the citizens of Belton to provide an opportunity to develop a wide mix of quality uses on the North Scott Corridor, spur investment along the corridor and improve the current business environment.

WHEREAS, the requirements and guidelines as contained within the North Scott Corridor Overlay District + Guidelines (*official copy dated November 7, 2017, and herein attached and incorporated as Exhibit A to this ordinance and on file with the City Clerk of the City of Belton, Missouri*) shall apply to all property located within the North Scott Corridor Overlay District boundaries as shown in the Future Land Use Map contained within the North Scott Corridor Overlay District + Guidelines.

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

Section 1. That Chapter 18 – General Use Regulations, Section 18-8 – North Scott Corridor Overlay District of the Belton Unified Development Code is hereby amended and revised with the **additions in bold print** and deletions with ~~strike-through~~ notation as follows:

Sec. 18-8. – North Scott Corridor Overlay District (Entirely New Section)

(a) General purpose and description.

The North Scott Corridor Overlay District + Guidelines is designated as an area to accommodate a wide mix of quality multi-family residential, commercial business, and light industrial uses that are compatible in a highly visible, urban setting.

Allowable uses include multi-family residential, retail, research and development parks, light manufacturing, shipping and distribution, corporate campuses, professional offices, general retail, restaurants, and hotels. New heavy manufacturing, heavy equipment repair, sales lots, contractor yards, outdoor storage, and uses that produce noxious smells, fumes, dust, or substantial noise are discouraged within this overlay district.

Sites shall be well landscaped and employ storm water management techniques that address storm water quality and create storm water facilities that are site amenities through the use of rain gardens, bio-swales and water retention ponds. Building architecture shall include a wide variety of styles and convey value and permanence through good building design and the use of durable, low-maintenance exterior building materials. Exterior lighting and signage shall be uniform and of a high quality. In addition to accommodating vehicle and truck traffic, sites shall be designed for pedestrian circulation.

(b) Intent and application.

The intent of North Scott Corridor Overlay District + Guidelines is to provide a uniform and enhanced set of design standards that are above and beyond the base standards found within the City's current zoning districts.

The requirements and guidelines as contained within the North Scott Corridor Overlay District + Guidelines (*official copy dated November 7, 2017, and herein attached and incorporated as Exhibit A to this ordinance and on file with the City Clerk of the City of Belton, Missouri*) shall apply to all property located within the North Scott Corridor Overlay District boundaries as shown in the Future Land Use Map contained within the North Scott Corridor Overlay District + Guidelines.

Prior to the development or redevelopment of any property within the overlay district, the property should be zoned consistent both with the land use designation identified in the Future Land Use Map and with the Zoning/Land Use Compatibility Table as contained within North Scott Corridor Overlay District + Guidelines.

When a standard or code requirement is not covered by the North Scott Corridor Overlay District + Guidelines, the regulations contained elsewhere within City Code and within the regulations for the underlying zoning district for which the property is zoned shall apply.

Section 2. That Chapter 6 – Agricultural and Residential Zoning Districts, Section 6 – 2 – Bulk and dimensional standards table of the Belton Unified Development Code is hereby amended and revised with the **additions in bold print** and deletions with ~~strike through~~ notation as follows:

Sec. 6-2. - Bulk and dimensional standards table.

- (a) **For bulk and dimensional standards table for properties in the North Scott Corridor please see Chapter 18 – General Use Regulations, Section 18 – 8 – North Scott Corridor Overlay District + Guidelines. Additionally, please see Site Design Standards in the North Scott Corridor Overlay District + Guidelines plan, Page 8.**

Section 3. That Chapter 12 – Commercial, Industrial, Parks, Recreation and Public Use Zoning Districts, Section 12-1 – Business, commercial and industrial districts of the Belton Unified Development Code is hereby amended and revised with the **additions in bold print** and deletions with ~~strike-through~~ notation as follows:

Sec. 12-1. - Business, commercial and industrial districts.

(i) *PR Parks, Recreation and Public Use District.* The PR Parks, Recreation and Public Use District is a special purpose district that is intended to accommodate land uses that offer a variety of active and passive recreational opportunities and other public uses.

(j) *FCI Flex Commercial/Industrial District.* **The FCI Flex Commercial/Industrial District is intended to allow for business, retail and industrial uses. The performance standards for this district are intended to establish and maintain high quality site planning, architecture, signage and landscape design to create an attractive and unified development.**

The FCI Flex Commercial/Industrial District is intended to be applied to property within an established overlay district including the North Scott Overlay District.

The regulations and requirements for the FCI Flex Commercial/Industrial District are contained within the North Scott Corridor Overlay District + Guidelines (official copy dated November 7 2017, and on file with the City Clerk of the City of Belton, Missouri). When a standard or code requirement is not covered by the North Scott Corridor Overlay District + Guidelines, the regulations for the BP-R Business Park Restricted District and the regulations as contained elsewhere within City Code shall apply.

Section 4. That Chapter 12 – Commercial, Industrial, Parks, Recreation and Public Use Zoning Districts, Section 12-2 – Bulk and dimensional standards table of the Belton Unified Development Code is hereby amended and revised with the **additions in bold print** and deletions with ~~strike-through~~ notation as follows:

Sec. 12-2. - Bulk and dimensional standards table.

- (a) **For bulk and dimensional standards table for properties in the North Scott Corridor please see Chapter 18 – General Use Regulations, Section 18 – 8 – North Scott Corridor Overlay District + Guidelines. Additionally, please see Site Design Standards in the North Scott Corridor Overlay District + Guidelines plan, Page 8.**

Section 5. That Chapter 22 – Landscaping and Screening, Section 22-1 (c) – Applicability of the Belton Unified Development Code is hereby amended and revised with the **additions in bold print** and deletions with ~~strike-through~~ notation as follows:

Sec. 22-1. - Applicability.

(c) **For properties in the North Scott Corridor please see Chapter 18 – General Use Regulations, Section 18 – 8 – North Scott Corridor Overlay District + Guidelines. Additionally, please see Site Design Standards, Landscaping and Buffering in the North Scott Corridor Overlay District + Guidelines plan, Page 10.**

Section 6. That Chapter 28 – Performance Standards, Section 22-1 (a) (5) – Applicability of the Belton Unified Development Code is hereby amended and revised with the **additions in bold print** and deletions with ~~strike-through~~ notation as follows:

Sec. 28-1. - Building design standards.

(a) Applicability.

(5) **For properties in the North Scott Corridor please Chapter 18 – General Use Regulations, Section 18 – 8 – North Scott Corridor Overlay District + Guidelines. Additionally, please see Building Design Standards in the North Scott Corridor Overlay District + Guidelines plan, Page 19.**

Section 7. That Chapter 30 – Sign, Section 30-2 – Applicability of the Belton Unified Development Code is hereby amended and revised with the **additions in bold print** and deletions with ~~strike-through~~ notation as follows:

Sec. 30-2. - Applicability.

The regulations of this chapter apply to all signs within the corporate limits of the city unless otherwise expressly stated

(1) **For properties in the North Scott Corridor please see Chapter 18 – General Use Regulations, Section 18 – 8– North Scott Corridor Overlay District + Guidelines. Additionally, please see Site Design Standards, Signage in the North Scott Corridor Overlay District + Guidelines plan, Page 17.**

Section 8. That Chapter 40- Use Specific Standards- Residential, Commercial, Other; Section 40-1- Use Specific Standards (h) - Table of Uses of the Belton Unified Development Code is hereby amended and revised with the **additions in bold print** and deletions with ~~strike-through~~ notation as follows:

Sec. 40-1. – Use-specific standards.

(h) Table of uses

(1) **For the table of uses for properties in the North Scott Corridor please see Chapter 18 – General Use Regulations, Section 18 – 8– North Scott Corridor Overlay District + Guidelines. Additionally, please see**

**Permitted Uses in the North Scott Corridor Overlay District +
Guidelines plan, Page 28.**

Section 9. That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

Section 10. All ordinances or parts of ordinances in conflict with the provisions are hereby repealed.

PUBLIC HEARING AT PLANNING AND ZONING: October 16, 2017

READ FOR THE FIRST TIME: November 14, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2017.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 14th of November, 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

AGENDA DATE: November 14, 2017

DIVISION: Planning and Building Department

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

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

ISSUE/RECOMMENDATION: Consider implementation of the North Scott Corridor Overlay District + Guidelines.

PROPOSED CITY COUNCIL MOTION: Approve amending certain Sections of the Unified Development Code to adopt the North Scott Corridor Overlay District + Guidelines.

BACKGROUND: Strategically located along Interstate 49, the North Scott Avenue is a long established commercial area and important growth corridor for the City of Belton. North Scott Avenue served as a vital part of the City’s economy for many years. However, in recent years the corridor is showing its age with vacant buildings, lack of maintenance and diminished property values. At the present time, new development in Belton and nearby cities has created a momentum in the area that will have a positive impact on North Scott Avenue. It is important that a plan and guidelines be in place to guide redevelopment of the corridor and provide the ability to accommodate a wide variety of quality uses with enhanced design, architecture and landscaping.

In order to proactively plan for a positive future for North Scott Avenue, the City Council authorized a study of the area in 2014 that resulted in the North Scott Revitalization Plan.

As an implementation tool for this revitalization plan, the North Scott Corridor Overlay District + Guidelines was prepared by Confluence, a landscape architecture, planning and urban design team.

The Planning Commission reviewed the draft overlay district and guidelines at work sessions on March 20th, June 5th, July 19th, and August 21st 2017. At the August 21st work session, the Planning Commission endorsed the draft plan, and forwarded a recommendation of support to the City Council. At the City Council Work Session of September 5th, the City Council reviewed the draft plan, and later passed a Resolution in support of the draft plan. The Council had directed the Planning Commission to convene public hearings on the plan, obtain public input, and complete a final review of the North Scott Corridor Overlay District + Guidelines, and provide a final recommendation to the City Council.

The Planning Commission convened a public hearing on October 16, 2017, to consider the final draft of the overlay district, and obtain public input. At the public hearing, no one spoke in favor or opposition to the overlay district.

At the conclusion of the public hearing, the Planning Commission recommended approval of the overlay district based on the following findings of fact:

1. Whether such change is consistent with the intent and purpose of the Unified Development Code and plans adopted by the City. The North Scott Corridor Overlay District + Guidelines is consistent with the purpose and intent of the UDC in promoting the general welfare of the city, and preserving and protecting property values, of providing orderly development, and regulating and restricting the location and use of buildings in districts or zones, and creating a comprehensive and stable pattern of land uses.
2. The areas which are most likely to be directly affected by such change and in what way they will be affected. The North Scott Corridor Overlay District + Guidelines will affect existing properties along North Scott Avenue and certain areas abutting I-49, as shown on the Future Land Use Map. Redevelopment of properties will be positively impacted by provisions of the plan that accommodate a wide mix of quality multi-family residential, commercial, business, and light industrial uses that are designed with quality architecture, durable materials and landscaping. The provisions of the Overlay District will not affect existing buildings unless substantial additions are proposed.
3. Whether the proposed amendment is made necessary because of changing conditions in the areas affected by the amendment. North Scott Avenue has declined as a destination commercial corridor due to the age of structures, deterioration and lack of maintenance and vacancies. The area exhibits some characteristics of blight, and existing conditions are preventing redevelopment opportunities.
4. Whether the proposed amendment is in the best interests of the city as a whole. The North Scott Corridor Overlay District + Guidelines provides reasonable standards that will facilitate development of North Scott Avenue. The plan was reviewed in public open houses, several Planning Commission sessions and a City Council Work Session. All public comment and input has indicated support for the plan.

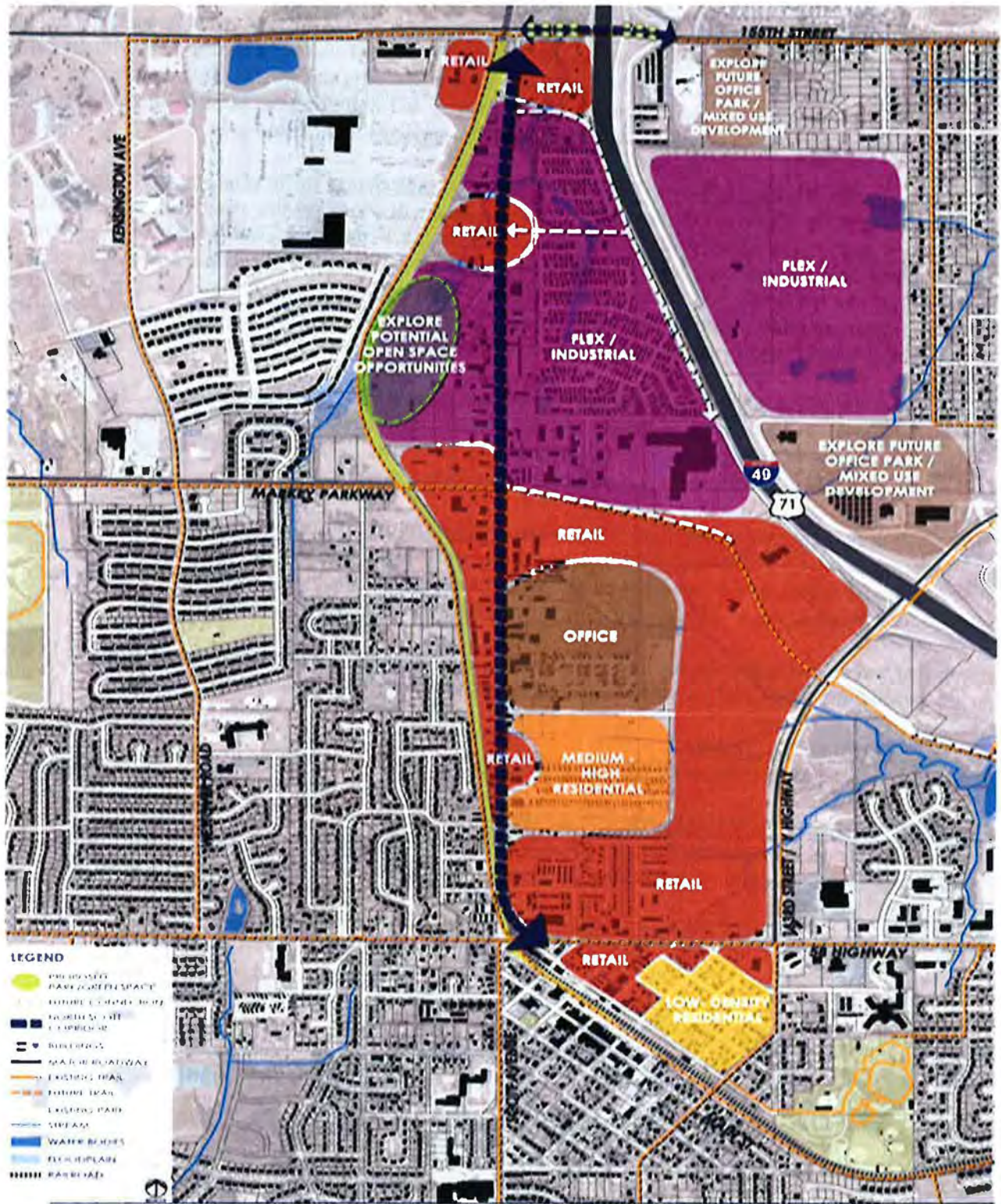
The proposed text amendments provide direction in addressing the goals of the Planning Commission and the City Council regarding the future land use and development quality along North Scott Avenue.

STAFF RECOMMENDATIONS:

Staff recommends approval of the text amendment as submitted.

LIST OF REFERENCE DOCUMENTS ATTACHED:

1. Ordinance amending specific Sections of the Unified Development Code adopting the North Scott Corridor Overlay District + Guidelines and adding by reference the entire overlay district and guidelines.
2. Final copy, North Scott Corridor Overlay District + Guidelines, dated November 7, 2017.





NORTH SCOTT CORRIDOR OVERLAY DISTRICT + GUIDELINES

CITY OF BELTON, MISSOURI

CONFLUENCE
NOVEMBER 7, 2017

OFFICIAL COPY

ACKNOWLEDGEMENTS

CITY OFFICIALS



CITY OF BELTON, MISSOURI

- JEFF DAVIS, MAYOR
- JEFF FLETCHER, WARD 1, MAYOR PRO TEM
- RYAN FINN, WARD 1
- CHET TRUTZEL, WARD 2
- DEAN VAN WINKLE, WARD 2
- LORRIE PEEK, WARD 3
- ROBERT NEWELL, WARD 3
- GARY LATHROP, WARD 4
- TIM SAVAGE, WARD 4

CITY STAFF



CITY OF BELTON, MISSOURI

- ALEXA BARTON, CITY MANAGER
- JAY LEIPZIG, FORMER COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR
- CAROLYN YATSOOK, ECONOMIC DEVELOPMENT DIRECTOR
- JIM BROWN, CHIEF BUILDING OFFICIAL
- DAVID CLEMENTS, PLANNING AND BUILDING DIRECTOR

PLANNING TEAM

- CONFLUENCE
- CHRIS SHIRES
- CAITLIN HENRICKSEN

FOREWORD

Strategically located along Interstate 49/Highway 71, the North Scott Corridor is an important growth corridor for Belton providing an opportunity for the development of a wide mix of quality uses to the benefit of the entire community. The following report defines a new overlay district for the properties within the previously defined North Scott Corridor within the City of Belton. This overlay district and guidelines shall be adopted as part of the City's Unified Development Code by reference.

Overlay Description: The North Scott Corridor Overlay District is designated as an area to accommodate a wide mix of quality multi-family residential, commercial business, and light industrial uses that are compatible in a highly visible, urban setting. Allowable uses include multi-family residential, retail, research and development parks, light manufacturing, shipping and distribution, corporate campuses, professional offices, general retail, restaurants, and hotels. New heavy manufacturing, heavy equipment repair, sales lots, contractor yards, outdoor storage, and uses that produce noxious smells, fumes, dust, or substantial noise are discouraged within this overlay district.

Sites shall be well landscaped and employ storm water management techniques that address storm water quality and create storm water facilities that are site amenities through the use of rain gardens, bio-swales and water retention ponds. Building architecture shall include a wide variety of styles and convey value and permanence through good building design and the use of durable, low-maintenance exterior building materials. Exterior lighting and signage shall be uniform and of a high quality. In addition to accommodating vehicle and truck traffic, sites shall be designed for pedestrian circulation.

Overlay Intent and Application: The intent of this new overlay district is to provide a uniform and enhanced set of design standards that are above and beyond the base standards found within the City's current zoning districts. The requirements and guidelines contained herein this overlay shall apply to all property located within the overlay boundaries. When a standard or code requirement is not covered by this overlay, the regulations contained elsewhere within City Code and within the regulations for the underlying zoning district for which the property is zoned shall apply. The underlying regulations for the North Scott (NS) suffixed versions of the PO, C-1, C-2, and C-3 zoning districts (PO-NS, C-1-NS, C-2-NS, and C-3-NS) shall refer back to the corresponding non-suffixed versions when necessary. The underlying regulations for the FCI Flex Commercial / Industrial District shall refer to the BP-R Business Park Restricted District when necessary.

Prior to the development or redevelopment of any site within the overlay district, the property shall be zoned consistent with the land use designation identified in the North Scott Corridor Plan (see Figure 0.01 on page 5).

The appropriate zoning districts for properties within this overlay include:

- R-2 Single and Two-Family Residential District
- R-3 Multiple-Family Residential District
- R-3A Apartment Community Residential District
- NEW: PO-NS Professional Office District - North Scott
- NEW: C-1-NS Neighborhood Commercial District - North Scott
- NEW: C-2-NS General Commercial District - North Scott
- NEW: C-3-NS Regional Commercial District - North Scott
- New: FCI Flex Commercial / Industrial District

The following table lists the zoning district or districts appropriate for each identified land use category.

ZONING / LAND USE COMPATIBILITY TABLE						
NORTH SCOTT CORRIDOR ZONING / LAND USE COMPATIBILITY MATRIX		LAND USE CATEGORIES				
		LOW DENSITY RESIDENTIAL	MEDIUM-HIGH DENSITY RESIDENTIAL	OFFICE	RETAIL	HEAVY INDUSTRIAL
ZONING DISTRICTS	R-2 Single and Two-Family Residential District	C				
	R-3 Multiple-Family Residential District		C			
	R-3A Apartment Community Residential District		C			
	PO NEW: Professional Office District - NS			C	C	C
	C-1 NEW: Neighborhood Commercial District - NS				C	
	C-2 NEW: General Commercial District - NS				C	
	C-3 NEW: Regional Commercial District - NS				C	C
	NEW: FCI Flex Commercial / Industrial District					C

C = Compatible Zoning District Per Land Use Category

FIGURE 0.01 NORTH SCOTT CORRIDOR FUTURE LAND USE MAP

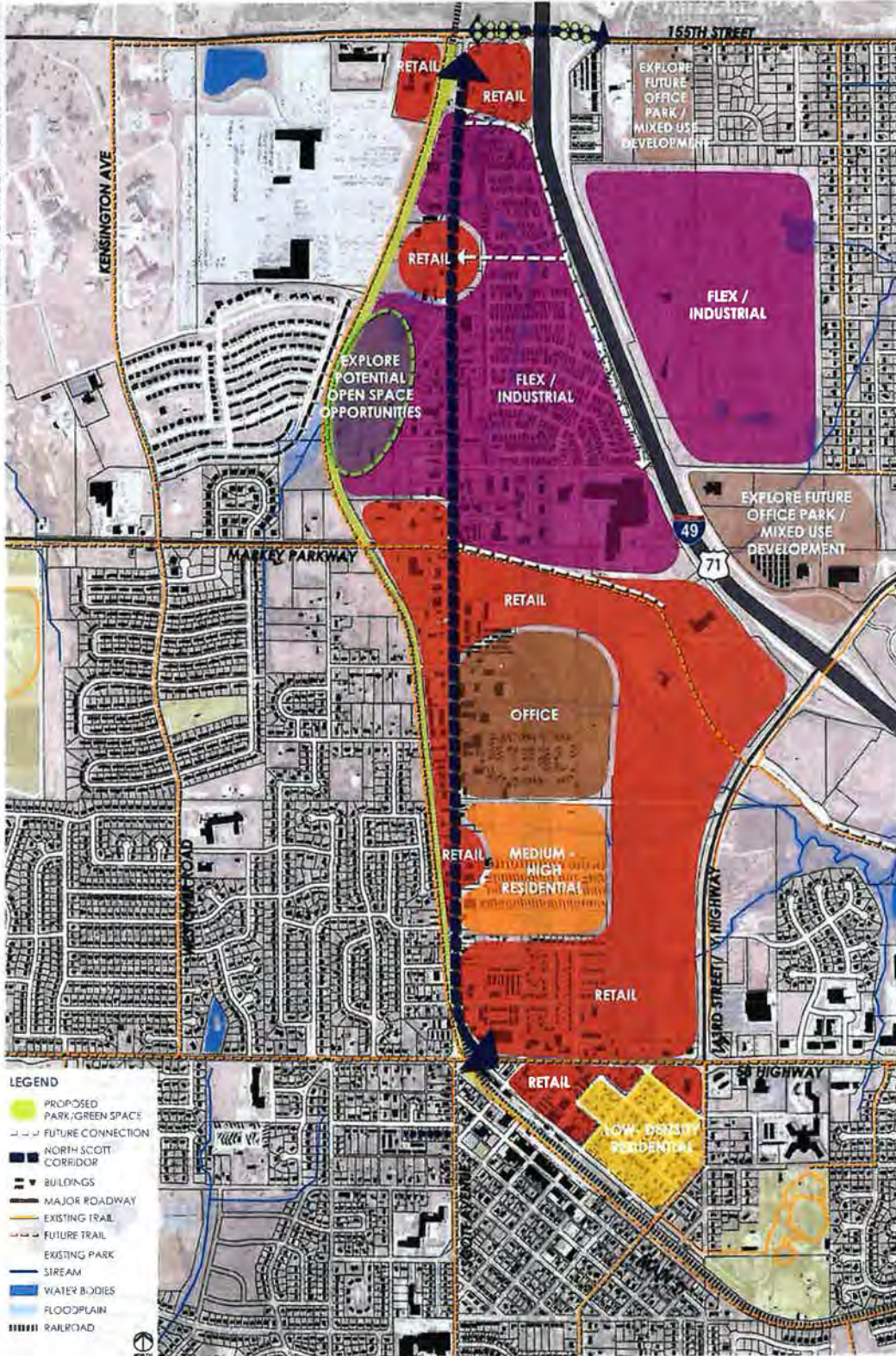


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SITE DESIGN STANDARDS

The following chapter provides guidance for the general layout and design of sites within the overlay district. Details not covered or contained within this chapter shall revert to current city regulations for the relevant underlying zoning district.

BULK REGULATIONS

- Min Lot Size: none
- Min Open Space: 20% (open space is defined as any area not covered by a building, structure, parking lot, loading dock or driveway.)

BUILDING SETBACKS

- 20 ft Front
- 10 ft Side/Rear, if adjoining a similar zoning district
- 30 ft Side/Rear from existing residential zoning or use
- Max Building Height: Per underlying zoning district.

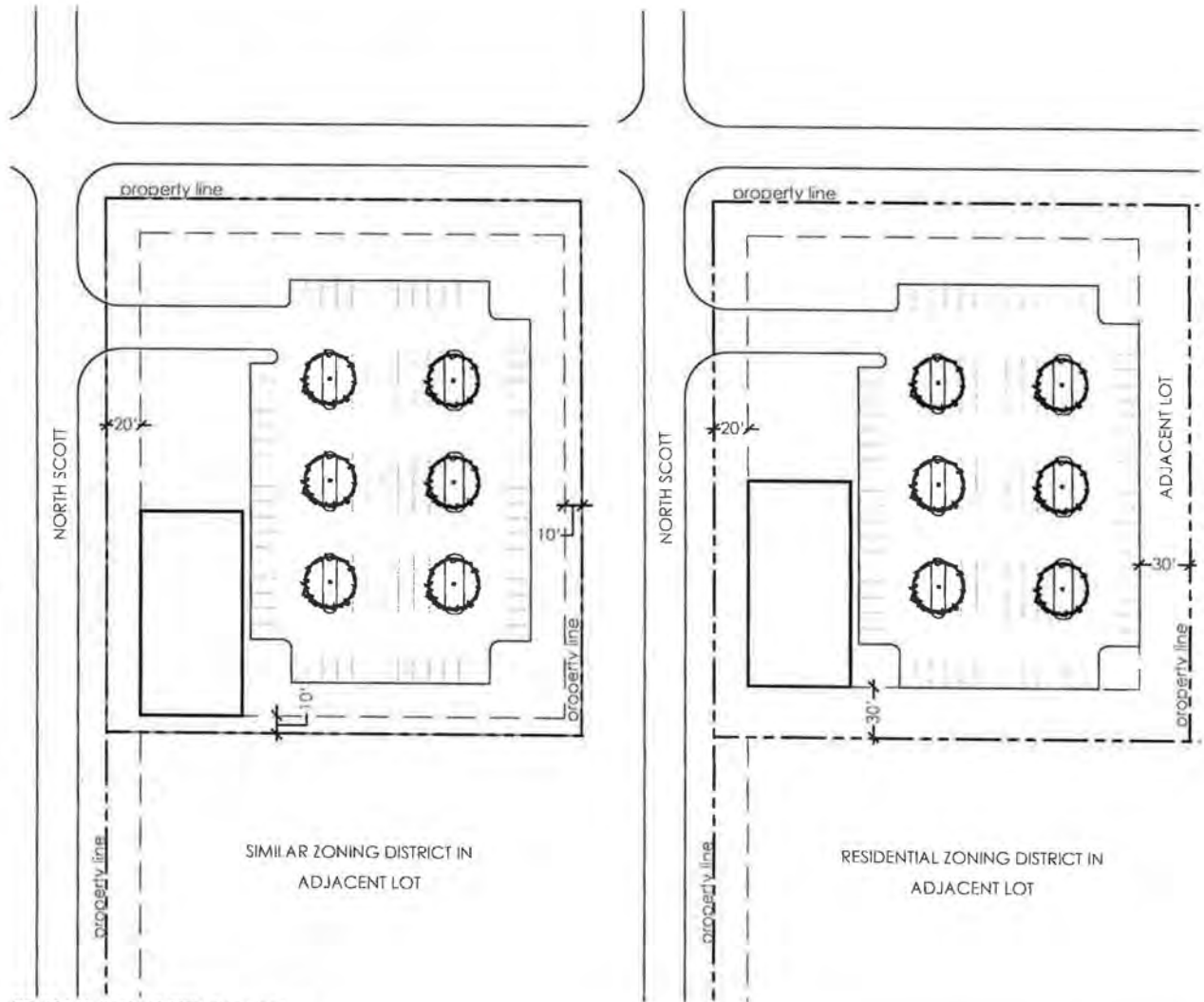


FIGURE 1.01 BUILDING SETBACK DIAGRAM



FIGURE 1.02 PERMITTED PARKING AND CIRCULATION SURFACE EXAMPLES

PARKING AND CIRCULATION

All parking lots, driveways, and outdoor storage areas shall be hard surfaced with a permanent material such as asphalt, concrete, paving blocks, or other approved material meeting the standards of the City. Gravel surfacing shall not be permitted. The use of permeable paving is encouraged.

All uses shall follow the off-street parking standards per City Code.

Credit for shared parking between uses that are off-peak from each other may be allowed at the discretion of the City. The construction of required parking may be deferred at the discretion of the City, provided the deferred parking spaces are detailed and shown on an approved site plan and the area reserved for future installation. Installation of deferred parking may be required at any time the City deems warranted.

Parking lots for adjoining retail and/or office uses shall be interconnected and driveways on North Scott Avenue should be shared when possible to limit the number of access points along the corridor.

Parking lots and driveways shall otherwise conform to the designed standards contained within City Code.



FIGURE 1.03 NON-PERMITTED PARKING AND CIRCULATION SURFACE EXAMPLE

LANDSCAPING AND BUFFERING

All new structures, buildings and parking lots and all building additions and parking lot and paving expansions shall comply with the City's Landscaping and Screening requirements contained within the City's Unified Development Code, except as modified herein below.

- The minimum landscaped area for all properties is 20% of the total lot area, not including public street rights-of-way.
- All areas not paved or covered by structures shall be landscaped with a combination of turf grass, prairie grass, plant beds, shrubs and trees. Wood mulch shall be used around all plantings and in all plant beds. Large areas of wood mulch that does not contain plantings is not permitted, except when used around play structures. Rock and chip brick are not allowable ground covers except in limited applications.



LARGE SITE LANDSCAPING REQUIREMENTS

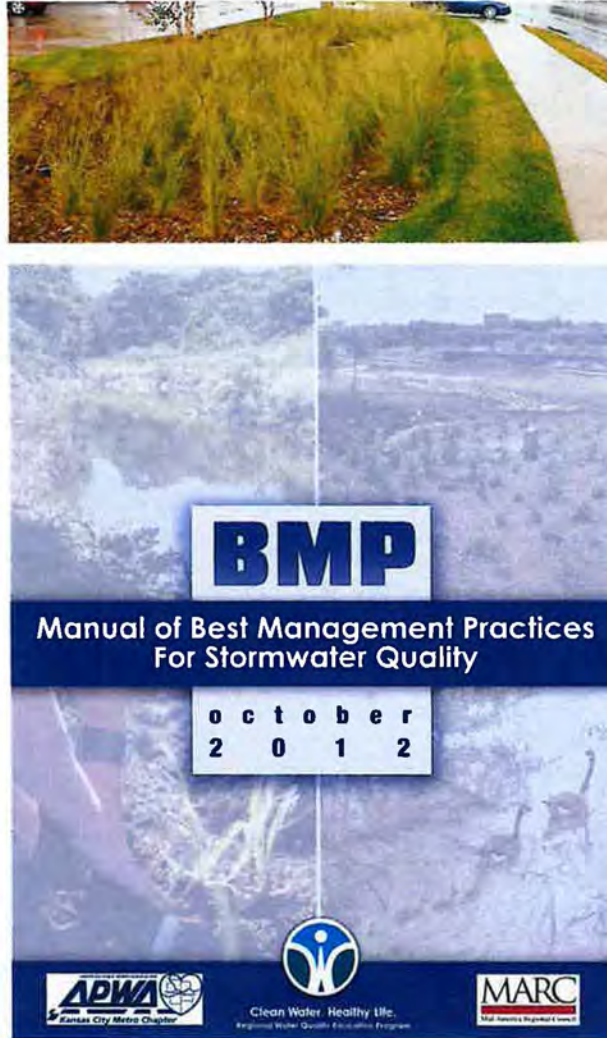
New development within this overlay district on lots 10 acres or greater in size shall comply with the landscape standards as provided for in appendix "A". This large site standard allows for greater creativity and design flexibility in developing a site landscape plan.



FIGURE 1.04 PLANTING MATERIAL EXAMPLES



FIGURE 1.05 STORM WATER MANAGEMENT EXAMPLES



STORM WATER MANAGEMENT

All sites shall provide storm water management and detention facilities as necessary and required by City Code, following the storm water and flood protection regulations contained in the City's Unified Development Code, the City's design criteria for storm drainage systems and facilities, and the adopted "Manual of Best Management Practices for Stormwater Quality."

When possible, storm water detention ponds should be designed as a water feature and as a site amenity with appropriate landscaping, walking trails, and site furniture.

Sites that participate in a regional detention facility may receive an open space credit based upon the size of their share of the facility.



EXTERIOR LIGHTING

All site and building lighting shall be LED of a soft-white or bright-white quality.

All light fixtures shall be downcast in nature and must possess sharp, cut-off qualities to limit off-site glare. Wall-pack type light fixtures are prohibited.

Buildings and signage may be up-cast or downcast illuminated provided said lighting does not shine or glare off or past the sign or building wall.

A photometric plan and cut-sheets of all light fixtures shall be provided to the City during the site plan and/or building permit review process.

All exterior lighting shall comply with the requirements for outdoor lighting contained within the City's Unified Development Code.



FIGURE 1.06 EXTERIOR LIGHTING EXAMPLES



FIGURE 1.07 QUIK TRIP DISTRIBUTION CENTER, BELTON, MISSOURI

OUTDOOR STORAGE

Outdoor storage shall be prohibited; however, storage of operable and licensed cars, buses, trucks, trailers and construction equipment shall be permitted within areas zoned as Flex Commercial / Industrial. All construction equipment, trailers, and buses and all trucks over 24 feet in length shall be stored in the rear of the property or behind the principal building and screened from view of all public streets with a combination of landscaping, earth berming, masonry walls, and solid fencing. No goods, materials, shipping containers, debris, refuse or salvage items may be stored outside of a fully enclosed building.

The outdoor display of retail goods for sale may be permitted within any Commercial or Flex Commercial / Industrial Zoning District subject to site plan review and approval.

WALLS AND FENCES

All walls and fencing shall comply with the City's fence regulations and the following design standards:

Allowed Materials:

Fences are to be constructed of customarily used materials such as chain-link, welded wire mesh, wrought iron, aluminum, wood, polyvinyl chloride (PVC), ornamental woven wire and other similar materials, unless specified otherwise herein. Any fence, as determined by the City, not be a standard or customarily styled or constructed fence is prohibited.

The use of materials such as sheet metal, chicken wire, temporary construction fencing, snow fencing, woven wire commonly used for the penning of livestock or other animals or similar materials shall not be permitted for permanent fencing.

Wood fences shall be constructed of treated lumber, cedar, redwood, or similar types of wood that are resistant to decay.

Chain-link or woven wire type fences shall not include plastic or wood slats or strips, bamboo, or reed. A fence shall not be constructed or covered with: paper sheets or strips; cloth or fabric tarps, sheets, or strips; plastic or vinyl tarps, sheets, mesh, or strips; bamboo; reed; or plywood sheeting. An exception may be approved by the City for sun and/or wind screen material applied to fences directly associated with a sports or recreation facility such as tennis court fences, baseball field fences, or basketball courts.

Walls are to be constructed of brick, stone, textured concrete, precast concrete, tile block, etc.

All walls and fences must be of an earth tone, neutral, or natural color such as white, black, gray (silver), tan, brown, green. Bright or fluorescent colors are not permitted. Pictures, images, lettering, logos, graphics, or artwork are not permitted on fences.

Minimum Design Standards:

No chain-link, woven wire, or similar type fence or barbed wire shall be permitted where visible from a public street. Any fence over four (4) feet tall and located in any yard adjacent to a public street or located closer a public street than the closest corner of any structure shall meet one of the following conditions:

- Columned: Masonry columns with a minimum cross section of 16 inches by 16 inches placed at a maximum interval of 24 feet on-center along the length of the fence. Additional columns shall also be required at all fence corners and turning points and at all fence termination points.
- Capped and Trimmed: Upgraded wood fences, including exposed wood posts, top caps, and trim boards.
- Decorative Metal: Wrought iron and decorative metal style fencing.



FIGURE 1.08 DECORATIVE METAL FENCES



FIGURE 1.09 COLUMNED FENCES

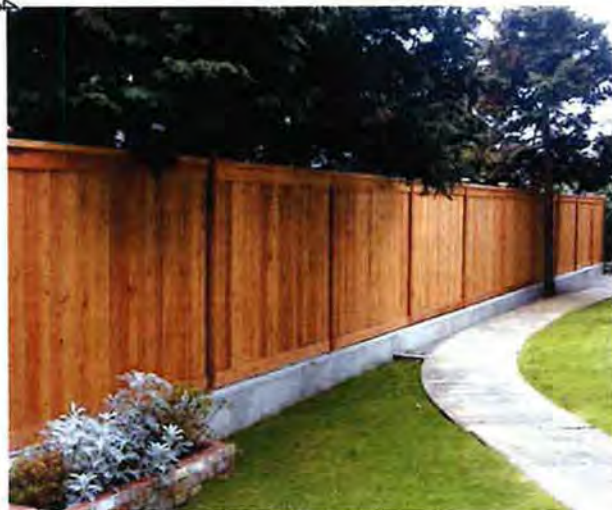


FIGURE 1.10 CAPPED AND TRIMMED WOOD FENCE



FIGURE 1.11 RETAINING WALLS

Retaining Walls:

Retaining walls shall be set back from the property line one foot (1') for every one-foot (1') of height, unless a mutual written agreement on the height and location of the retaining wall has been made with the adjoining property owner.

Retaining walls which are more than four feet (4') in height shall be structurally engineered. The design specifications, elevations and site plan showing the exact location of the wall shall be provided along with the required permit.

No single retaining wall face shall be greater than six feet (6') in height without terraces to break up the wall expanse. A minimum one foot (1') of terrace shall be used for each two feet (2') of wall height. Each terrace shall contain vegetation.

EQUIPMENT AND TRASH SCREENING

All ground mounted and all roof-top building HVAC and mechanical equipment, vents, piping and utility meters shall be screened from view from adjacent public street and residential property. Screening shall be accomplished via a combination of landscaping, walls, and building structure.

All outdoor trash and recycling receptacles, dumpsters, and grease collection containers shall be opaquely screened on all sides by the use of a permanent enclosure, with gates for disposal truck access. The enclosure shall be constructed of permanent materials such as textured block, split faced concrete block, brick or stone. Colors shall be compatible with the dominant architectural materials of buildings on site and shall be integral to a building on site whenever possible. The enclosure shall be located out of public view and constructed to visibly screen the views from the adjoining properties.

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FIGURE 1.12 EQUIPMENT AND TRASH SCREENING EXAMPLES

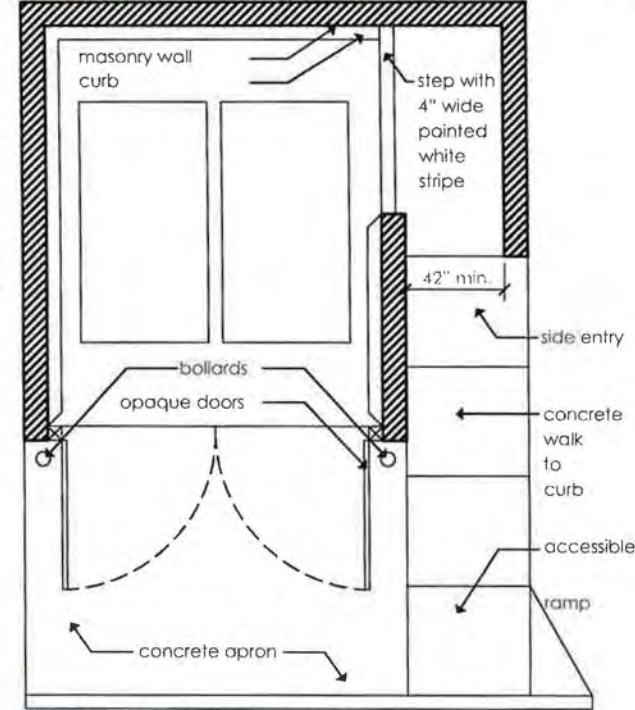


FIGURE 1.13 TRASH ENCLOSURE EXAMPLE PLAN

SIGNAGE

Permanent signage for all non-residential properties within this overlay district shall be restricted to the following sign types and sign design regulations. Sign size, setback, location, and placement standards shall meet the requirements contained in the City's sign regulations. Temporary and non-commercial signage and signage for residential properties shall revert to current city code.



FIGURE 1.14 SMALL LOGO PANEL SIGN

BUILDING SIGNS

Building signs are defined as any sign which is in any way attached to a building or an appurtenance of a building and includes awning signs, canopy signs, fascia signs, parapet signs, painted signs and window signs. Internally illuminated color panels, strips, or bands and neon lighting shall be considered building signs.

Building signs shall not be attached to a roof or roof element of any structure or building.

All building signs, with the exception of awning and window signs, shall consist of solid individual letters and symbols made of anodized aluminum or similar materials or shall consist of individual illuminated self-contained letters and symbols made of anodized aluminum or similar materials with translucent plastic faces. Signs with exposed neon or expose florescent tubes or light bulbs are prohibited. Painted signs including any lettering, graphics, images, and logos, are prohibited except as may be permitted on awnings and windows.



FIGURE 1.15 PAN STYLE RACEWAY SIGN MOUNTING

All letters and symbols shall be individually attached to the building wall. Raceways are prohibited. In any situation where it is not physically practical to mount a wall sign without a raceway, a pan style raceway may be utilized, subject to the submittal of documentation of such physical impracticality to the Zoning Administrator. No individual letter or symbol shall exceed six (6) feet in height and six (6) feet in width.

Panel signs are prohibited; however, a panel type sign with an individual logo or graphic may be permitted as part of a building sign provided the panel area does not exceed six (6) feet in height and six (6) feet in width and is designed as if it were an individual illuminated self-contained letter or symbol.

The size, location, and number of building signs permitted shall comply with the City's sign regulations.

Prior to installation of any signage on a multi-tenant building, the building owner shall provide a signage plan detailing the general design and location of all signage and how and where signage will be allocated to each individual tenant space. This plan shall be adhered to unless an alternate plan is provided to the City by the building owner.

Window signs are defined as a building sign or other sign, picture, graphic, or color band affixed to the interior of a window, embedded in a window, painted on the interior of a window or hanging adjacent to a window or close to a window and obviously intended to be viewed in part or totally through the window by the public. Window signs shall cover no more than 20% of the surface area of any individual window unit and shall not be internally or directly illuminated. Window signs shall be counted against the total allowable building signage.

DESIGN STANDARDS

MONUMENT SIGNS

Monument signs are defined as a freestanding sign monument which is anchored to the ground and has a monolithic or columnar line and which maintains essentially the same contour from grade to top with the base of the sign. Signage is affixed to the monument face and said sign monument may be doubled sided with two (2) sign faces, perpendicular or parallel to the adjoining roadway, but in no case shall consist of more than two (2) sign faces. Pole signs are prohibited.

Monument signs shall be considered permanent signs for the purpose of these regulations and only on-premise monument signs shall be permitted. On-premise signs are defined as sign which has the primary purpose of identifying or directing attention to commercial activity on the lot on which the sign is located. Off-premise signs, signs which directs attention to a commercial use conducted off the lot on which the sign is located, shall be prohibited.

8.7 Monument size, height, setback and number of monument signs permitted shall comply with the City's sign regulations. In no case shall a monument be installed within a street or driveway intersection sight triangle as defined by City code.

All signage affixed to sign monuments (monument signs) shall consist of solid individual letters and symbols made of anodized aluminum or similar materials or shall consist of individual illuminated self-contained letters and symbols made of anodized aluminum or similar materials with translucent plastic faces. Signs may also consist of routed face signs. Painted signs are prohibited. Signs with exposed neon or exposed fluorescent tubes or light bulbs are prohibited.

No individual letter or symbol shall exceed four (4) feet in height and four (4) feet in width. All letters and symbols shall be individually attached to the sign monument surface. Raceways are prohibited.

Panel signs are prohibited; however, a panel sign with an individual logo or graphic may be permitted as part of a monument sign provided the panel area does not exceed four (4) feet in height and four (4) feet in width and is designed as if it were an individual illuminated self-contained letter or symbol.



FIGURE 1.16 EXAMPLES OF TYPICAL DESIGN AESTHETICS FOR MONUMENT SIGNS

BUILDING DESIGN STANDARDS

It is the intent of these standards to establish basic parameters for building design that have the effect of producing structures that preserve and enhance building and property values, are long-lasting, resistant to deterioration, and maintain their visual appeal over time. It is further the intent of these standards to establish and promote a community image of permanence, quality, authenticity, and consistency through building design. It is not the intent of these standards to unduly restrict design freedom or apply a particular architectural style to all structures.

Buildings constructed within this overlay district shall be subject to the following requirements for the application of exterior finish materials and other design elements



BUILDING DESIGN STANDARDS

BUILDING PLACEMENT AND SITE DESIGN STANDARDS

PEDESTRIAN ACCESS

All site developments and new buildings shall be oriented and placed to prioritize pedestrian movements over those of the automobile. All buildings and sites shall be designed to be pedestrian friendly by way of connecting walkways. Pedestrian connections shall be made, when feasible, between adjacent and connecting developments and to all adjacent public streets.

ARCHITECTURAL SCREENING

Screening shall be required to obscure the view of all appurtenances of buildings, listed below, from any adjoining residential property and all public streets:

- Rooftop equipment;
- Roof access ladders and walkways;
- Ground-mounted HVAC equipment;
- Utility meters;
- Major utility conduits, pipes, and cables;
- Outdoor storage areas;
- Loading areas, berths or docks;
- Areas and equipment for the storage, collection and compaction of refuse and recyclables.

Screening shall be consistent with the overall design of the building utilizing the same materials and detailing wherever practical.





FUEL PUMP ISLAND CANOPIES

All fuel pump islands shall be provided with a canopy regardless of the quantity of pumps.

The minimum height of any fuel pump canopy shall be fourteen feet (14') clear measured from the lowest point of the canopy to a point on the pavement directly below. The maximum canopy height shall not exceed twenty feet (20').

Canopies attached to the principal structure shall meet the setback requirements for said structure. Detached canopies shall have a minimum front yard setback of fifteen feet (15') and a minimum side yard setback of ten feet (10').

All structural and supporting columns shall be wrapped in a material consistent with or complementary to the primary building material of the principal structure. Exposed steel structural columns shall not be permitted. Canopies clad in any architectural metal panel shall be of one color.

DELIVERY, SERVICE AND LOADING DOCKS

Buildings designed with loading docks and overhead doors shall be oriented to screen their view from any adjoining residential property and public streets.

NATIONAL TENANT AND FRANCHISE ARCHITECTURE

Franchise architecture is defined as any architectural design which is prototypical or identifiable with a national or regional chain or corporation and includes specific iconographic and architectural elements that are repeated in each franchise location. Franchise architecture is discouraged and shall not be permitted unless it complies with all the requirements and standards set forth in this overlay district.

RELEVANT POLICY STANDARDS

VEHICLE DRIVE-THRU FACILITIES

No drive-thru facility for a restaurant, coffee shop, bank, drug store, or similar use shall be approved unless determined by the City that the drive-thru facility will not interfere with pedestrian and vehicle circulation or otherwise negatively impact the overall development of the North Scott Corridor Overlay District.

The following standards shall apply to all drive-thru facilities:

- Drive-thru structures and components shall be incorporated into the overall design of the building.
- Stand-alone drive-thrus and drive-thru canopies shall be prohibited.
- Window service and menu boards cannot face a public street and shall be screened from view of all public streets.
- Raised islands, decorative paving treatments, and soft landscaping or other forms of barriers to separate stacking lanes from main parking areas and driveways are required where possible.
- Only single-lane drive-thrus shall be permitted. Double drive-thru lanes (side-by-side) are prohibited.
- Drive-thru staking and queuing lanes shall not wrap around the building on more than two (2) sides.
- All food and beverage service drive-thrus shall provide no less than twelve (12) vehicle queuing spaces within the drive-thru lane, six (6) of which shall be located before the ordering/pay station if separate from the pick-up window. All other drive-thru facilities shall have no less than five (5) vehicle queuing spaces. Queuing spaces shall be no less than twelve feet (12') in width and twenty feet (20') in depth.
- Queuing spaces shall not be located in a manner that will block any designated parking space.



BUILDING ARCHITECTURAL DESIGN STANDARDS

MASSING AND PROPORTION

The ground level of any multi-story building shall be designed in such a way as to be pedestrian friendly while promoting and enhancing activity along the street. The ground level shall be visually differentiated from any upper story through the use of architectural features including intermediate cornice lines, sign bands (friezes), awnings, porticos, and/or changes in building materials and/or changes in window shape and size.

All buildings shall be designed so as to have a visually distinct top, middle, and bottom.



PRIMARY FAÇADES AND ENTRY

Every building shall be designed with a primary façade as designated by its relationship to the public street and the location of the main point of entry into the structure. The main front (primary) entry of any building shall face the nearest public street. Primary entryways may be elevated from the street elevation provided all state or federally mandated access requirements (ADA) are met for the building type and use.

All entryway access components including stairs, ramps, landings, and such shall be constructed of durable materials complementary to and consistent with the materials used on the principal structure. Acceptable materials include poured-in-place concrete, precast concrete, brick and stone. Wood shall not be deemed an acceptable material.



ARTICULATION OF FAÇADES

No building façade shall exceed forty (40) feet in length without interruption by one or more of the following architectural features:

- Projection or recess in the wall plane of at least two feet (2') in depth;
- Change in material, texture, or pattern;
- Columns, piers, pilasters or other equivalent structural and/or decorative elements;
- Changes in fenestration pattern.

WINDOWS AND DOORS

Windows shall be provided in each façade of any new building unless deemed technically or programmatically infeasible. Windows shall be appropriately sized to the scale of the building.

In commercial, office and retail buildings, all glass shall be clear with a minimum light transmittance of 65%.



BUILDING EXTERIOR FINISH MATERIALS

All new buildings shall employ a 360-degree approach to building architectural design and shall be constructed using quality building material on all sides. All building material shall be appropriately applied to create aesthetically pleasing, long-lasting structures that contribute to the overall character of the area in which they are built.

All new buildings and additions to existing buildings shall be subject to the standards of this section. However, expansions of less than twenty percent (20%) of the floor area of the existing building may use the same or superior materials as the existing structure.

Acceptable, quality building materials shall generally be categorized as high-quality and standard-quality. Materials shall be divided into four (4) classes where Class A and Class B shall be considered high-quality and Class C and Class D shall be considered standard quality. Materials are described as follows:

CLASS 1 MATERIALS (VERY HIGH-QUALITY)

- Fired clay brick, full-veneer masonry wall system
- Natural stone, full-veneer masonry wall system
- Glass, curtain wall and/or glass cladding system
- Other comparable or superior materials

CLASS 2 MATERIALS (HIGH-QUALITY)

- Thin veneer brick (adhered)
- Manufactured or cast stone (adhered)
- Textured architectural concrete panels
- Masonry stucco, traditionally applied
- Other comparable or superior materials





CLASS 3 MATERIALS (STANDARD QUALITY)

- Integrally-colored, specialty concrete block such as textured, burnished block or split-face block, or concrete brick
- Fiber-cement board or panels, irrespective of form
- Decorative opaque panels designed as exterior building finish
- Metal wall panel systems, insulated or rain screen assemblies (this definition does not include metal siding and corrugated or ribbed metal sheets of any type)
- Other comparable or superior materials

CLASS 4 MATERIALS (LOWER-COST, STANDARD QUALITY)

- Vinyl siding or panels, irrespective of form or thickness
- Water-managed Exterior Insulation and Finish System (EIFS)
- Smooth or scorec concrete block
- Smooth concrete tilt-up panel systems
- Translucent wall panel systems (Kalwall)
- Ceramic
- Glass block
- Wood
- Other comparable or superior materials

PLANNING DEPARTMENT

BUILDING EXTERIORS

Buildings shall incorporate classes 1, 2, 3, and 4 exterior finish materials in the following manner for the purposes of this section. **Primary Materials** is defined as those materials covering at least 5% of a building's facade area. A material that covers less than 5% of a building facade cannot be counted as a primary material.

Single-Family Detached and Two-Family (Duplex) Dwellings

All Single-family and two-family dwellings and accessory structures including detached garages and sheds, shall be residential in character and must incorporate class 1, class 2, class 3, or class 4 materials on 100% of their facade area.

Multi-Family and Single-Family Attached Residential Buildings

The street-facing facade(s) of any residential building constructed in this overlay district must use at least two (2) class 1 or class 2 materials as primary materials together composing at least 50% of the street-facing facade area. Class 3 materials shall not exceed 50% of the street-facing facade area, and class 4 materials shall not exceed 10% of the street-facing facade area.



Commercial and Mixed-Use Buildings

All non-industrial retail, office, mixed-use, and other commercial buildings constructed in this overlay district must use at least three (3) class 1 or class 2 materials as primary materials together composing at least 75% of all facade areas. Class 3 materials shall not exceed 25% of the facade area, and class 4 materials shall not exceed 10% of the facade area. At least one street-facing building facade and the facade containing the main building entry, if different from the street facade, shall consist of no less than 30% glass windows and full glass doors on the first level.

Industrial Buildings

The street-facing facade(s) of any industrial building constructed in this district must use at least two (2) class 1 or class 2 materials as primary materials together composing at least 50% of the street-facing facade area. Class 3 materials shall not exceed 50% of the street-facing facade area, and class 4 materials shall not exceed 10% of the street-facing facade area.





GENERAL REGULATIONS

Facade area shall be the total exterior wall area of all vertical or near-vertical faces of a building four (4) feet in width or greater when viewed in elevation. Façade area shall be calculated to exclude the wall area resulting from minor projections and recessions from the predominant wall plane less than four (4) feet in depth. Façade area shall be calculated to include the area of parapets, cornices, and similar wall extensions and trim.

A distinctly different color of fired clay brick may be considered as an additional class I material. However, minor blended color variations shall not be considered as a separate material.

Except where architecturally unsuitable, appropriately-scaled trim of at least three (3) inches in width shall be included around all window and door openings, building corners, roof lines, and façade material transitions.

Brick and stone exterior finishes shall not be painted.

No EIFS or translucent wall panel shall be permitted on the facade of the first floor or lower level of any building.

Roofing Materials

When appropriate for the building design, the use of standing seam metal roofing, architectural grade metal roofing shingles, and other architectural metal roofing panel systems are encouraged. Asphalt shingles, if used, must be laminate style. Corrugated or ribbed metal sheets and similar lower quality roofing materials are not permitted.

PERMITTED USES

The Table of Uses contained herein identifies those uses, for each of the underlying zoning districts, that are compatible with the goals and intent of the North Scott Corridor Plan. These uses are encouraged and permitted within this overlay. Uses not listed as permitted, subject to conditions, or subject to a special use permit shall be prohibited.

This table is intended to match and be identical to the Table of Uses contained in Chapter 40 of the City's Unified Development Code (UDC) except that not all zoning districts are identified. Should a conflict arise between these tables, the table contained in Chapter 40 of the UDC shall prevail.

Uses identified with a "P" are permitted by right within the designated zoning district. Uses identified with a "C" are permitted by right subject to compliance with all relevant conditions contained within the City's Unified Development Code. Uses identified with an "S" may be allowed within the designated zoning district upon approval of a special use permit as defined in the City's Unified Development Code. Uses not identified with a "P", "C", or an "S" are not permitted.



NORTH SCOTT CORRIDOR OVERLAY - TABLE OF USES							
USES	ZONING DISTRICTS						
	R-3	R-3A	PO-NS	C-1-NS	C-2-NS	C-3-NS	FCI
RESIDENTIAL USES							
Household living							
• Single-family dwelling, detached (conventional)	P	P	-	-	-	-	-
• Manufactured home residential design	C	C	-	-	-	-	-
• Single-family dwelling, attached	P	P	-	-	-	-	-
• Two-family dwelling (duplex)	P	P	-	-	-	-	-
• Multifamily dwelling (3+ units)	P	P	-	-	-	-	-
• Apartment community	P	P	-	-	-	-	-
• Cluster residential development	P	P	-	-	-	-	-
• Manufactured home park	C	-	-	-	-	-	-
• Employee living quarters	-	-	-	-	-	-	-
• Dwelling units located above the ground floor	-	-	-	P	P	P	-
Group living							
• Assisted living	C	C	-	-	-	-	-
• Halfway house	S	S	-	-	-	-	-
• Nursing care facility	C	C	-	-	-	-	-
• Residential care facility	C	C	-	-	-	-	-
• Group living not otherwise classified	C	C	-	-	-	-	-
• Foster home	P	P	-	-	-	-	-
PUBLIC AND CIVIC USES							
College or university	-	-	S	-	S	S	-
Cultural exhibit or library	C	C	S	-	-	-	-
Government buildings and properties	C	C	S	-	-	-	-
Hospital	-	-	P	S	P	P	-
Place of public assembly	C	C	P	-	-	-	-
Public safety services	C	C	P	-	-	-	-
Religious assembly	P	P	P	-	-	-	-
School	P	P	P	-	-	-	-
Social club or lodge	-	-	P	P	P	P	P
Utilities							
• Major	S	S	S	-	-	-	-
• Minor	C	C	C	-	-	-	-

NORTH SCOTT CORRIDOR OVERLAY - TABLE OF USES							
USES	ZONING DISTRICTS						
	R-3	R-3A	PO-NS	C-1-NS	C-2-NS	C-3-NS	FCI
COMMERCIAL USES							
Adult business	-	-	-	-	-	-	-
Animal service							
• Kennel	-	-	-	S	S	-	-
• Veterinary services	-	-	-	S	P	P	-
Art gallery	-	-	P	P	P	P	P
Banks and financial services							
• Banks (not including delayed deposit credit institutions such as payday loan, check cashing, car title loan, pawn shops, and similar businesses)	-	-	P	P	P	P	P
• Payday loan store	-	-	-	-	-	-	-
• Consumer loan establishment	-	-	-	-	-	-	-
• Pawn shop	-	-	-	-	-	-	-
Body art services	-	-	-	-	-	-	-
Business support service	-	-	P	P	P	P	P
Construction sales and service (no outdoor storage)	-	-	-	-	P	-	P
Day care							
• Day care center or home	S	S	S	S	S	S	S
• Day care home with less than 4 children	C	C	-	-	-	-	-
Eating and drinking establishment							
• Restaurant	-	-	-	C	P	P	P
• Tavern	-	-	-	C	P	P	P
Entertainment and spectator sports							
• Indoor	C	C	-	-	P	P	P
• Outdoor	C	C	-	-	P	P	P
Funeral and interment services							
• Cemetery	C	C	-	-	-	-	-
• Cremating	-	-	-	-	S	S	-
• Funeral home	-	-	-	S	P	P	P
Lodging							
• Bed and breakfast	-	-	-	-	-	-	-
• Hotel or motel (Defined as a building containing guest rooms in which lodging is provided and offered to the public on a temporary basis for compensation, and which is open to transient guests. In contrast to a bed and breakfast inn, boarding house, or rooming house, for establishments to be considered a hotel or motel, versus an apartment house/building, all rooms must be available for rent for as little as one (1) night and no more than 30 days, no rental contract or similar agreement is involved, and the establishment must be licensed as a hotel and collect and pay hotel/motel tax.)	-	-	P	-	P	P	P

NORTH SCOTT CORRIDOR OVERLAY - TABLE OF USES

USES	ZONING DISTRICTS						
	R-3	R-3A	PO-NS	C-1-NS	C-2-NS	C-3-NS	FCI
COMMERCIAL USES, CONT'D.							
Medical or dental clinic	-	-	P	P	P	P	P
Mini warehouse	-	-	-	-	-	-	-
Office	-	-	P	P	P	P	P
Personal and consumer service	-	-	P	P	P	P	P
Retail sales							
• Large (single or multi-tenant buildings over 100,000 sq. ft. gross floor area)	-	-	-	-	P	P	P
• Small (single or multi-tenant buildings no greater than 100,000 sq. ft. gross floor area)	-	-	P	P	P	P	P
• Retail tobacco stores, liquor stores, vape shops, and any business with 50% or more of its gross sales in alcohol, tobacco products, and / or nicotine products.	-	-	-	-	-	-	-
Smoke Lounges and Hookah Lounges	-	-	-	-	-	-	-
Sports and recreation, participant							
• Outdoor	-	-	-	S	P	P	S
• Indoor	-	-	-	-	P	P	P
Vehicle sales and service							
• Car wash	-	-	-	-	-	-	-
• Gas station	-	-	-	-	C	C	C
• Motor vehicle repair	-	-	-	-	-	-	-
• Commercial motor vehicle sales	-	-	-	-	-	-	-
• Light equipment sales or rental	-	-	-	-	-	-	-
• Heavy equipment sales or rental	-	-	-	-	-	-	-
Vehicle, recreational vehicle or boat storage/towing	-	-	-	-	-	-	-

NORTH SCOTT CORRIDOR OVERLAY - TABLE OF USES

USES	ZONING DISTRICTS						FCI
	R-3	R-3A	PO-NS	C-1-NS	C-2-NS	C-3-NS	
INDUSTRIAL USES							
Manufacturing, production and industrial services							
▪ Limited (no outdoor storage)	-	-	-	-	-	-	P
▪ General	-	-	-	-	-	-	-
▪ Intensive	-	-	-	-	-	-	-
Research laboratory	-	-	-	-	-	-	P
Trucking/freight terminal	-	-	-	-	-	-	S
Warehousing and wholesaling	-	-	-	-	-	-	S
Waste-related use							
▪ Junkyard	-	-	-	-	-	-	-
▪ Recycling facility	-	-	-	-	-	-	-
▪ Sanitary landfill	-	-	-	-	-	-	-
OTHER USES	R-3	R-3A	PO-NS	C-1-NS	C-2-NS	C-3-NS	FCI
Accessory uses	C	C	C	C	C	C	C
Agricultural uses							
▪ Farming	-	-	-	-	-	-	-
Boarding stables and riding schools	-	-	-	-	-	-	-
Drive-thru facilities	-	-	-	-	C	C	C
Home occupation	C	C	-	-	-	-	-
Parking							
▪ Accessory parking	P	P	P	P	P	P	P
▪ Non-accessory parking	-	-	C	C	C	C	C
Wireless communication facility							
▪ Freestanding	-	-	-	-	S	S	S
▪ Co-located	S	S	S	S	S	S	S

LEGAL NON-CONFORMING PROPERTIES



It is the intent for those buildings and uses that do not currently comply with the overlay district design standards will over time be brought into compliance with these guidelines. All property within this overlay district shall comply with the nonconforming uses chapter of the City's Unified Development Code.

Any building addition or site expansion shall comply with the standards established for this overlay district.

Building façade modifications and site modifications shall comply with the standards of this overlay district. However, building façade maintenance (painting and window replacement) and site maintenance (patching or repaving of existing paving, replacing existing landscaping) are not required to comply with the standards of this overlay district.

APPENDIX

LANDSCAPE AND BUFFERING

LARGE SITE LANDSCAPING REQUIREMENTS

New development within this overlay district on lots 10 acres or greater in size shall comply with the landscape standards as provided for in appendix "A". This large site standard allows for greater creativity and design flexibility in developing a site landscape plan.

All areas not paved or covered by structures shall be landscaped according to the standard contained herein below. The standard Street Trees and Screening Requirements found in the City's Unified Development Code shall still apply to all sites.

PLANT SIZE REQUIREMENTS

All plant sizes shall meet the following size and design requirements:

- Overstory Trees – minimum 2-inch caliper
- Understory Trees – minimum 1.5-inch caliper
- Evergreen or Coniferous Tree – minimum 5-feet in height
- Shrubs – minimum three (3) gallon container
- Ornamental Grasses – minimum one (1) gallon container

- Prairie Plantings – Must use at least three (3), but no more than five (5) varieties of short grass prairie species native to Missouri. Can be combined with similar height native wildflowers, but is limited to 10 additional species per development.
- Pollinator Species Planting – Must use the US Governments' required species mix for the Conservation Reserve Program - (CP42).
- Trees of Significance – Defined as an overstory tree with a minimum age of 15 years and of a desired species including Oak, Maple, Hickory, Walnut, Elm, Alder, Hackberry, Cottonwood, Pine, and Spruce. Mulberry, all varieties of Ash, and Cedar shall not be considered Trees of Significance.

Landscape Plan Required Elements

The following landscape plan elements shall be provided within all site plan submittals:

1. Pre-Design Site Assessment
 - Storm water analysis of pre-developed site including discharge points, swale locations, and existing wetlands.
 - Documentation of existing topsoil depths.
 - Documentation of existing trees.
2. Landscape Plan
 - Plan detailing proposed landscaping, ground-cover, site features and furniture, existing trees to be removed, and existing trees to be preserved and protected during construction.
 - Planting schedule detailing plant species, quantity, and size.
 - Plant installation standards.
 - Irrigation system if planned.
 - Soil management plan – soil stockpiling, removal, and/or import.
 - Finish topsoil depth.
 - Other details as necessary to provide verification of compliance with these regulations.

3. As-Built Plans (provided prior to approval of any final occupancy permit to verify and certify compliance with the approved landscape plan)

Landscape Plan Ranking

As a part of any application for the development of a site or building, a landscape plan shall be submitted to the City that reaches a minimum score of 65 points as determined by the City Zoning Administrator based upon the scoring options shown on the following pages.



SOIL MANAGEMENT PLAN (MINIMUM SCORE - 8 POINTS)	
Stackpile existing topsoil on site.	1 point
Verify removal of all construction debris from soil.	1 point
Verify removal of gravel in planting areas.	1 point
Protect drip line of all existing trees of significance.	1 point
Rip sub-surface to 18-inch depth, prior to re-spread of topsoil.	1 point
Restore topsoil to recorded pre-development depth.	4 points
Replace the topsoil to a minimum 6-inch depth.	2 points
Till the soil to a minimum 18-inch depth.	3 points
ENVIRONMENTAL DESIGN (MINIMUM SCORE - 8 POINTS)	
Save 65% of existing "Trees of Significance."	2 points
Or save 25% of existing "Trees of Significance."	1 point
Minimize hard surface parking lot area:	
<ul style="list-style-type: none"> • Use of permeable paving (minimum of 1,000sf). 	2 points
<ul style="list-style-type: none"> • Maximize green space (over 25% of the site). 	1 point
<ul style="list-style-type: none"> • Parking islands at the end of all parking rows. 	1 point
<ul style="list-style-type: none"> • No more than 10 continuous parking stalls in any row. 	1 point
Install bio-swales, bio-retention cells, infiltration trenches, etc.	3 points
Install rain barrels or cistern for roof/storm water capture and reuse.	2 points
Reduce and/or eliminate the use of storm water intakes and piping.	2 points
Minimum of 1 overstory tree in every parking lot island.	1 point
GRADING / BERMING (MINIMUM SCORE - 7 POINTS)	
Provide 30-inch tall berming between the parking area and the street.	3 points
Provision of a water feature (retention basin/wet pond).	2 points
Provide documentation of a balanced site (import or export under 1,000cy).	2 points
Provide added visual interest with finish site grading.	2 points

PLAZA DESIGN (MINIMUM SCORE - 8 POINTS TO QUALIFY FOR SCREENING REDUCTION)	
Provide a public hardscape plaza (minimum of 200SF)	3 points
Provide public seating opportunities (bench, cut stone, seat wall) (1 point for every 3 benches)	2 points max
Use of an alternate paving material for 80% of the designated plaza space. (Accepted materials: cut stone, flag stone, clay brick, stamped concrete, concrete pavers. Gravel or rock is not acceptable.)	2 points
Incorporation of art piece (must be approved by Zoning Administrator).	2 points
Addition of publicly accessible bike parking.	2 points
Use of decorative pedestrian scale LED lighting. (Non-LED lighting will not receive the credit.)	2 points
PARKING LOT SCREENING (MINIMUM SCORE - 10 POINTS)	
Diversity of species - no more than 25% of any species of plant.	2 points
Leave a 36-inch wide zone with no plantings directly in front of all parking stalls.	1 point
Provide an average of 1 Overstory tree for every 100LF of street frontage.	2 points
Provide an average of 2 Understory trees for every 100LF of street frontage.	2 points
Provide an average of 6 shrubs for every 100 LF of street frontage.	2 points
Provide an average of 20 ornamental grasses for every 100LF of frontage.	2 points
Use of clustered thoughtful plantings. The intent of this portion of the plantings is to provide the developer and their consultants the necessary flexibility, to be creative with the design of these spaces. The City does not want trees placed on 50' centers, shrubs in a line, or random single ornamental grasses. These points will be rewarded to those that do not create repetitive planting zones, create planting clusters of appropriate species, and generally make an effort to design the space provided.	4 points
PLANTING DESIGN (MINIMUM SCORE - 10 POINTS)	
Diversity of species - no more than 25% of any species of plant.	2 points
Provide an average of 0.4 Overstory tree for every 1000SF of Open Space.	2 points
Provide an average of 0.8 Understory trees for every 1000SF of Open Space.	2 points
Provide an average of 6 shrubs for every 1000SF of Open Space.	2 points
Provide an average of 20 ornamental grasses for every 1000SF of Open Space.	2 points
Provide thoughtful clustering of building foundation plantings.	1 point
Use of clustered thoughtful plantings.	1 point
Designer Choice: Thoughtful planting plan that generally meets the intent of the items listed above, but goes beyond the basic requirements. It would include signature green spaces, outdoor gardens, rain gardens, seating areas, etc. This item will require additional submittal and documentation than the previous items, but will allow for design flexibility. Plantings plans, perspectives, and details will be required during submittal to get these points approved.	7 points

GROUNDCOVER (MINIMUM SCORE - 11 POINTS)	
Pave all planting areas less than 48-inches in width.	1 point
Rock mulch groundcover limited to select areas and less than 5% of the site.	1 point
Use of hardwood mulch beneath all trees and shrubs.	1 point
Use of stone edger to enclose larger planter beds.	1 point
Clustering of shrubs and grasses.	2 points
Six-foot diameter mulch bed around all overstory trees, 4-foot on understory, 3-foot on shrubs and grasses.	1 point
Turf grass / lawn to cover less than 50% of the open space provided.	2 points
Or turf grass / lawn to cover less than 25% of the open space provided.	3 points
Use of shortgrass prairie grasses to cover 50% of the open space provided.	3 points
Or use of shortgrass prairie grasses to cover 25% of the open space provided.	1 point
Addition of plantings to attract pollinator species in select areas.	3 points



SECTION VIII

B

AN ORDINANCE APPROVING A DEVELOPMENT AND MAINTENANCE AGREEMENT FOR AUTUMN WOODS, A 9.81 ACRE SUBDIVISION IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.

WHEREAS, on May 18, 2015, the Planning Commission has approved a Final Plat and Final Development Plan for Autumn Woods, an R-3 Planned Unit Development located on the north side of Markey Road, approximately 1300 feet west of North Scott Avenue.

WHEREAS, the applicant and developer of Autumn Woods, DTR Properties, LLC., has prepared a Development and Maintenance Agreement providing responsibilities and requirements for infrastructure such as stormwater management, streets, sanitary sewers and water.

WHEREAS, City staff has reviewed the Development and Maintenance Agreement and determined that it makes adequate provisions for all required public and private infrastructure for Autumn Woods as required in Section 36 of the Unified Development Code.

WHEREAS, the City Council believes this Development and Maintenance Agreement meets the intent of the Unified Development Code and is in the best interest of the City to approve.

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

- Section 1.** That a Development and Maintenance Agreement for Autumn Woods herein attached and incorporated into this Ordinance as **Exhibit A**, is hereby accepted and approved and that the appropriate city officials are hereby authorized to execute same.
- Section 2.** That this Ordinance and Agreement affects the property legally described as Autumn Woods, a Replat of Lots 2, 3, 4, and 5, Block 5, Neff Lakes a tract of land located in the southwest quarter and the southeast quarter of Section 02, Township 46 North, Range 33 West in Belton, Cass County, Missouri.
- Section 3.** That this ordinance shall take effect and be in full force from and after its passage and approval.
- Section 4.** That all ordinances or parts of ordinances in the conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: November 14, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2017.

Mayor, Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 14th of November, 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

AGENDA DATE: November 14, 2017

DIVISION: Planning and Building Department

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

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

ISSUE/RECOMMENDATION: Consider of an Ordinance approving a Development and Maintenance Agreement between the City of Belton and DTR, Properties, LLC pertaining to the required completion for all public and private improvements for the Autumn Woods subdivision.

PROPOSED CITY COUNCIL MOTION: Authorize approval of the attached Ordinance and Agreement.

BACKGROUND: DTR Properties, LLC. is the developer of the Autumn Woods Subdivision. The subdivision is located on the north side of Markey Road, approximately 1300 feet west of North Scott Avenue. The property is a 9.81 acre site, zoned an R-3 Planned Unit Development. The final plan approved 101 units in three Phases of construction.

In May of 2016, the City Council approved the final development plan and final plat for this development. At that time, a related Development and Maintenance Agreement was not itemized in the ordinance along with the final development plan and final plat. This agreement defines the responsibilities and requirements for stormwater management, streets, sanitary sewers and water.

Staff has determined that for the Development and Maintenance Agreement to be properly implemented and enforced, the agreement should be adopted by a separate ordinance.

IMPACT/ANALYSIS: The Development and Maintenance Agreement makes provisions for the installation and maintenance of infrastructure for the subdivision.

STAFF RECOMMENDATION, ACTION, AND DATE: Staff recommends approval of the attached Development and Maintenance Agreement and Ordinance.

LIST OF REFERENCE DOCUMENTS ATTACHED: Ordinance and Development and Maintenance Agreement for Autumn Woods.

EXHIBIT A

DEVELOPMENT AND MAINTENANCE AGREEMENT

This DEVELOPMENT AND MAINTENANCE AGREEMENT (this "Agreement") is made and entered into as of the 13th day of May, 2016 by and between THE CITY OF BELTON, MISSOURI (the "City") and DTR Properties, LLC ("Developer").

WHEREAS, Developer is the owner of certain real property located at Parcel No. 05010230000004000 in the City of Belton, Cass County, Missouri, and as more particularly described on Exhibit A – Legal Description, attached hereto (the Property), and known as the Autumn Woods subdivision; and

WHEREAS, Developer intends to develop the Property as presented in the Final Plat and Development Plan Sheet, herein attached and incorporated as **Exhibits B and C** respectively, and in accordance with the Belton Municipal Code and Belton Unified Development Code (the "Development"); and

WHEREAS, the parties desire the responsibilities of each party with respect to the construction and maintenance of certain infrastructure and specifically:

1. On-site storm water management systems ("Storm Water Management Systems") and best management practices facilities to be constructed and maintained on the Property ("BMP Facilities".)
2. Developer-constructed and maintained private streets (the "Private Street".)
3. The installation of a master water meter for the Development to regulate water usage ("Water Meter".)
4. The construction of sanitary sewers for the Development ("Sanitary Sewers")

(collectively the "Infrastructure") be set out in this Agreement.

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

1. Initial Construction. The Storm Water Management System, BMP Facilities, Private Streets, distribution systems for drinking water and the Sanitary Sewers shall be constructed by the Developer, its successors and assigns, in accordance with the plans and specifications (the "Plans") approved by the City and in accordance with the Belton Municipal Code, the Belton Unified Development Code and any and all other applicable regulations. The drinking water master meter shall be installed by the City on property dedicated as public access/easement by the Developer.

2. On-Site Stormwater Management System and BMP Facilities.

- a. The Developer and its successors and assigns, including any homeowners and/or subdivision association, shall, at all times, adequately maintain the Storm Water Management System and the BMP facilities as approved for the development in the approved Plans. The facilities to be maintained shall include all pipes and channels built to convey storm water to the BMP Facilities, as well as all structures, improvements and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as maintained in good working condition so that: 1) the Storm Water Management System and the BMP Facilities: 1) fully and completely perform and function as designed; 2) do not adversely affect other elements of the overall stormwater system; 3) comply with the approved plans and specifications, Belton Municipal Code, Belton Unified Development Code and any and all other applicable regulations. Storm water pipes marked on Exhibits B and C and specifications as “private” are to be maintained by the Developer. Storm water pipes which are marked on the approved plans and specifications as “public” are not the responsibility of the Developer; however, the Developer shall take no action to cause damage or adversely affect the public systems and, furthermore, landowner shall continue to maintain the “private” facilities so as not to adversely affect the “public” facilities.
- b. Annual Inspections. The Developer, its successors and assigns, shall retain a Professional Engineer licensed in the State of Missouri to inspect the Storm Water Management System and the BMP Facility and submit an inspection report to the City’s Public Works Director annually. The first annual inspection shall be performed one year after the date of the first Certificate of Occupancy issued on the project. The purpose of the inspection is to ensure safe and proper functioning of the facilities. The inspection shall cover all components of the Storm Water Management System and the BMP Facility including but not limited to berms, outlet structure, retention/detention and pond areas, access roads, etc. Deficiencies shall be noted in the inspection report together with Developer’s plan and timeline to remedy any such deficiencies.
- c. City Authorized to Enter Property. The Developer hereby grants its consent to the City to enter upon the Property, from time to time, and to inspect the Storm Water Management System and the BMP Facilities whenever the City deems necessary. The purpose of inspection is to follow up on reported deficiencies, to verify the annual reports submitted by Developer and/or to respond to citizen concerns or possible nuisance conditions. The City shall provide the Developer, its successors and assigns, copies of the inspection findings and a directive to commence with repairs if necessary.
- d. Maintenance Schedule. The Developer, its successors and assigns, will perform the work necessary to keep the Storm Water Management System and the BMP Facilities in good working order as appropriate and as determined by annual inspection findings per paragraph b. Annual Inspections of this section.
- e. The Storm Water Infrastructure marked on the approved plans and specifications as private shall remain private in perpetuity

3. Private Street.

- a. The Private Street will be constructed to public street standards and meet all other requirements as set forth in Section 36-108 of the UDC.
- b. The City shall install a standard "private street" sign at each private street connection to a public street at the Developer's expense.
- c. Street lights and/or sidewalks shall be installed and maintained by Developer to a standard at least equal to that of public street lights and sidewalks by the in perpetuity. All maintenance costs shall be paid by the Developer in perpetuity.
- d. The Developer, and its successors and assigns, including any homeowners and/or subdivision association, shall, at all times, adequately maintain the Private Street as approved for the development in the approved plans and specifications. Maintenance shall include snow removal and repair of street pavement and curbs and gutters of the Private Street, as well as maintenance and repair of street lights and sidewalks.
- e. The Private Street must be entirely self-contained within the Property and the development of same pursuant to approved plans and specifications.
- f. The Private Street cannot function as a private street if it is designed or planned by the Developer to handle traffic from one subdivision, cluster or development through another subdivision, cluster or development, or if the City determines the alignment of the Private Street will encourage "short cutting" or "detouring" from one public street to another.
- g. The Private Street shall remain as a private street in perpetuity.
- h. The Private Street shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained.
- i. No machinery, trailers, vehicles or other property may be stored or parked upon the Private Street except the parking of vehicles for limited periods of time, not to exceed 48 continuous hours. Parking shall be limited to one side of the Private Street only, at all times, and the Developer shall post signs to this effect. Enforcement of parking restrictions shall be the responsibility of the Developer.
- j. Snow and ice removal of the private street shall be performed by the Developer in an expeditious manner with each event to provide safe and efficient travel for residents. Snow and ice removal shall be performed in a manner that does not impede access to public infrastructure such as water line valves and fire hydrants.

4. Public Infrastructure.

- a. All drinking water and sanitary sewer infrastructure marked public on the Plans will be constructed by the Developer according to the current City of Belton Design and Construction Manual, and maintained by the City. All service lines to both the drinking water infrastructure and the Sanitary sewer infrastructure are private in perpetuity, and shall be maintained by Developer according to the Belton Municipal Code and other applicable city regulations.

- b. There shall be one, six-inch drinking water meter (the "Master Meter") that will serve the subdivision and be installed and maintained by the City. The costs for the Master Meter itself will be paid by Developer along with all other permit costs. The City will bill the Developer each month as a typical customer for water and sanitary sewer usage and will be administered according to the Belton Municipal Code and other applicable city regulations.
 - c. The drinking water and sanitary sewer infrastructure shall not be obstructed in any way to inhibit or prevent maintenance of public assets. All maintenance of public infrastructure that requires excavation will be restored by the City according to the Belton Unified Development Code, the Belton Municipal Code and city and industry standards and practices.
5. Building Permits. No building permits shall be issued until the Infrastructure, including the Storm Water Management System and BMP Facilities, the Private Street, drinking water and Sanitary Sewers have been installed by the Developer in accordance with approved Plans and all grading work completed. In the alternative, the Developer may guarantee and financially secure the completion of construction of the Improvements by posting a bond, letter of credit or other security approved by the City Council in an amount equivalent to or larger than one-hundred and twenty percent (120%) of the projected cost of the Infrastructure at the date of the expiration of the guarantee.
6. No Agency or Partnership. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the City and Developer, nor between the City and any officer, employee, contractor or representative of Developer. No joint employment is intended or created by this Agreement for any purpose. Developer agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Agreement.
7. Failure to Maintain. In the event the Developer, its successors and/or assigns, fails to maintain the storm water management/BMP facilities and/or Private Street in good working condition, the City will notify Developer, its successors and/or assigns, of deficiencies by letter. The Developer will have ten (10) days from the date of the letter to respond to the City with an adequate plan to make repairs. If adequate repairs are not made by Developer in a timely manner, Developer hereby consents and agrees that City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report. There shall be a five-hundred dollar (\$500.00) penalty for each day the Developer does not make adequate repairs. All costs of such repairs shall be assessed to the Developer, its successors and/or assigns, including administrative costs, materials, personnel, attorney's fees and any penalties. The assessment may be accomplished by placing a special assessment on the property(ies), which may be placed on the tax bill and collected in the same manner as ordinary taxes. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
8. Indemnification. Developer agrees to indemnify, defend, and hold harmless the City, its respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions or proceedings and

reasonable attorney's fees, and actual damages of any kind or nature, arising out of the gross negligence or willful misconduct of Developer, its employees, agents, officers, contractors or subcontractors, or Developer's performance or failure to perform under the terms and conditions of this Agreement. Such indemnification, hold harmless and defense obligation shall exclude liability arising out of acts, omissions, or the negligence or willful misconduct of the City. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

9. Governing Law. This Agreement shall be construed under the laws of the state of Missouri.
10. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto.
11. Notices. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows:

CITY:
City of Belton
City Administrator
506 Main Street
Belton, Mo 64012

DEVELOPER:
DTR Properties, LLC
Attn: Rick Trumbull
14713 Juniper St
Leawood, KS 66224

12. Counterparts. This Agreement may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively one agreement.
13. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
14. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement shall be held invalid, illegal or unenforceable, the remainder shall remain in full force and effect, and such invalid, illegal or unenforceable provision shall be reformed by such court so as to give maximum legal effect to the intention of the parties as expressed therein.
15. Recording. This Agreement shall be recorded among the land records of Cass County, Missouri by the Developer and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowner's and/or subdivision association. This agreement shall be recorded with the record plat of any development of the Property.
16. Amendments. This Agreement shall not be amended or modified in any way without the prior written approval of the City and that approval must be indicated on the face of any subsequently recorded document amending or modifying this Agreement.

CITY OF BELTON, MISSOURI

Jeff Davis
Mayor Jeff Davis

ATTEST:

Patti Ledford
Patti Ledford, City Clerk

DEVELOPER

[Signature]
Signature
Rick Trumbull
Print Name

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

On this 13th day of May, 2016, before me, the undersigned Notary ^{Mayor} Public, in and for said state, personally appeared Jeff Davis, ~~Patti Ledford~~ of Belton, MO, known to me to be the person described in and who executed the within Development and Maintenance Agreement on behalf of said corporation, and acknowledged to me that he executed the same for the purposes therein stated and that the foregoing instrument was authorized by the board of directors of said corporation, and he acknowledged execution thereof to be on behalf of and the free act and deed of said corporation.

Subscribed and sworn to me the day and year above written.

[Signature]
Notary Public



My Commission Expires: Sept. 1, 2017

EXHIBIT A

Legal Description
of the Autumn Woods Subdivision

LAND DESCRIPTION FOR AUTUMN WOODS SUBDIVISION:

A tract of land in the Southeast Quarter and Southwest Quarter of Section 02, Township 46 North, Range 33 West, being all of Lots 2, 3, 4 and 5, Block 5, Neff Lake, a subdivision in Belton, Cass County, Missouri, according to the recorded plat thereof, filed in Plat Book 1 at Page 78, more particularly described as follows: Commencing at the Southeast corner of said Southwest Quarter; thence North 02° 36' 09" East, along the East line of said Southwest Quarter, a distance of 40.01 feet to the True Point of Beginning; thence North 85° 50' 37" West, 40.00 feet North of and parallel to the South line of said Southwest Quarter, a distance of 477.57 feet to a point on the centerline of Belton Avenue; thence North 02° 49' 30" East, along said centerline, a distance of 821.86 feet; thence South 87° 10' 19" East, a distance of 466.74 feet to a point on the Westerly right-of-way line of the Smokey Hill Railroad; thence on a curve to the left, having an initial tangent bearing of South 06° 01' 17" East, a Radius of 1960.08 feet, along said Westerly right-of-way line, an arc distance of 712.84 feet to a point of tangency; thence South 26° 51' 31" East, continuing along said Westerly right-of-way line, a distance of 196.47 feet; thence North 85° 55' 42" West, 40.00 feet North of and parallel to the South line of said Southeast Quarter, a distance of 320.57 feet to the point of beginning and containing 11.39 acres, more or less.

EXHIBIT B

Final Plat
of the Autumn Woods Subdivision

EXHIBIT C

**Development Plans
of the Autumn Woods Subdivision**

Note: This Exhibit has been upgraded to include revised Phase I grading and utility plan sheets. Sheet 5 of 11 has been removed and replaced by Sheet 5 of 24 (Grading Plan). Sheet 7 of 11 has been removed and replaced by Sheet 3 of 7 (Waterline Plan), 4 of 7 (Sanitary Sewer Plan), and 4 of 24 (Storm Sewer Plan). In addition, labels on Sheet 3 of 11 have been revised to reflect public waterlines and sanitary sewer.

LAND DESCRIPTION:
 LOTS 1, 2, 4 AND 5, BLOCK 5, NEFF LAKES - A
 SUBDIVISION IN BELTON, CALIFORNIA COUNTY,
 1/4" SCALE, ACCORDING TO THE RECORDS-PLAT
 RECORD, FILED IN PLAT BOOK 14, PAGE 76

FINAL DEVELOPMENT PLANS
 A-REPLAT OF LOT 1, BLOCK 5 NEFF LAKES
AUTUMN WOODS
 SECTION 02, TOWNSHIP 46 NORTH, RANGE 33 WEST
 BELTON CASS COUNTY, MISSOURI
 PARCEL NO: 05010230000004000
 DISTURBED AREA 9.81ac



UTILITIES INVOLVED:

AT&T	318 238 7255
AT&T	818 271 1648
Belton City Water & Light	816-471-2275
NEFF Business Office	816-223-2273
Southwest Gas - Central City	913 716 7615
Time - Utility Code	876 - 28 5300 001 4889
Electric - Energy	620-382 3117
Belton Engineering - Home - Gas	715-382 0000
Belton Engineering Department	(417) (141)
Missouri Dept of Transp	1 800-241 8174
Water - Belton City of Belton	(417) 322 1885



INDEX OF SHEETS

1. COVER SHEET
2. EXISTING CONDITIONS
3. DRAINAGE PLAN
4. TRAFFIC AND SIDEWALK
5. GRADING PLAN
6. FINISH PLAN
7. UTILITIES PLAN
8. FLOOD HAZARD ZONING
9. L&P MAP PLAN
10. SMP PLAN

FLOOD PLAN
 THIS PLAN IS IN CONFORMANCE WITH THE FLOOD CONTROL ACT OF 1948 AND THE FLOOD CONTROL ACT OF 1954. THE FLOOD PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.

STANDARD LEGEND

1	LOT LINE	SEWER MANHOLE
2	PROPERTY LINE	SEWER LINE
3	MEASURED DISTANCE	WATER LINE
4	MEASURED DISTANCE	GAS LINE
5	ELECTRIC METERS	SEWERAGE SYSTEM
6	CLEAN OUT SEWER	UNDERGROUND TELEPHONE LINE
7	ELECTRIC ADD	GAS LINE
8	TELEPHONE FEED IN	OVERHEAD ELECTRIC LINE
9	AIR CONDITIONER UNIT	PILE AND PILE
10	GAS METER	CONCRETE
11	WATER METER	ASPHALT
12	FIRE HYDRANT	REINFORCED CONCRETE PIPE
13	WATER METER	VITRIFIED CLAY PIPE
14	CUT WIRE	FISHED PIPE
15	POWER POLE	

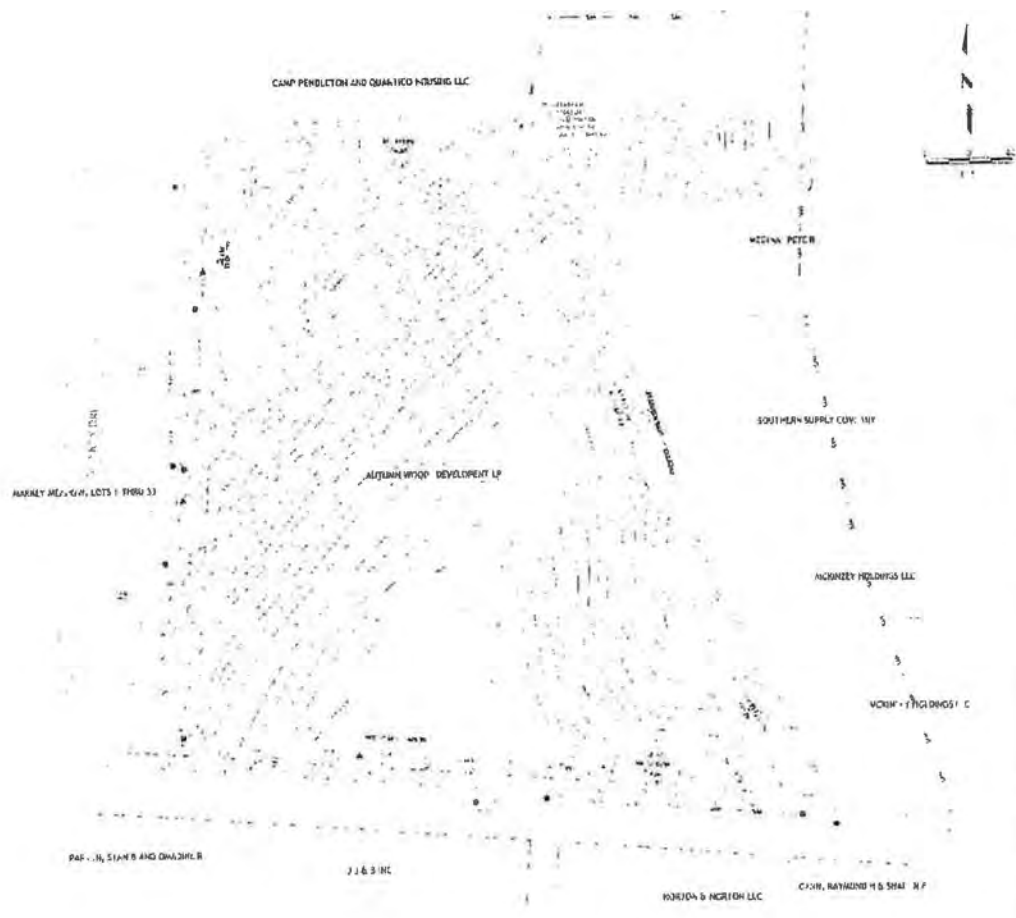
NOTE:
 STREETS: PRIVATE
 WATER LINES: PUBLIC
 SANITARY SEWER: PUBLIC
 TRASH: PER INDIVIDUAL USE

THIS DEVELOPMENT PLAN IS ONE COMPONENT OF THE THREE DOCUMENTS REQUIRED FOR THIS DEVELOPMENT: A FINAL PLAN AND DEVELOPMENT AGREEMENT. ALL THREE DOCUMENTS MUST BE RECORDED CONSECUTIVELY WITH THIS DEVELOPMENT PLAN.

SUBVEYOR
 HUFFMAN AND ASSOCIATES
 P. O. BOX 104
 RAYMOND, MISSOURI 64137
 (816) 331-1484
 HUFFMAN@HUFFMANANDASSOCIATES.COM

OWNER
 SITE ACQUISITION, LLC
 1717 N. ROCK TRAIL
 14013 JENNIFER ST
 LAWRENCE, MISSOURI 66044
 (781) 881-1133

AUTUMN WOODS
 BELTON, MO
 COVER SHEET
 Warger Associates, LLC
 SHEET 1 OF 11



1/2" = 100' 0"
 DATE PREPARED:
 5-7-15
 COUNTY: S. ALA.
 MO: MO.
 DISTRICT: SHEET NO.:

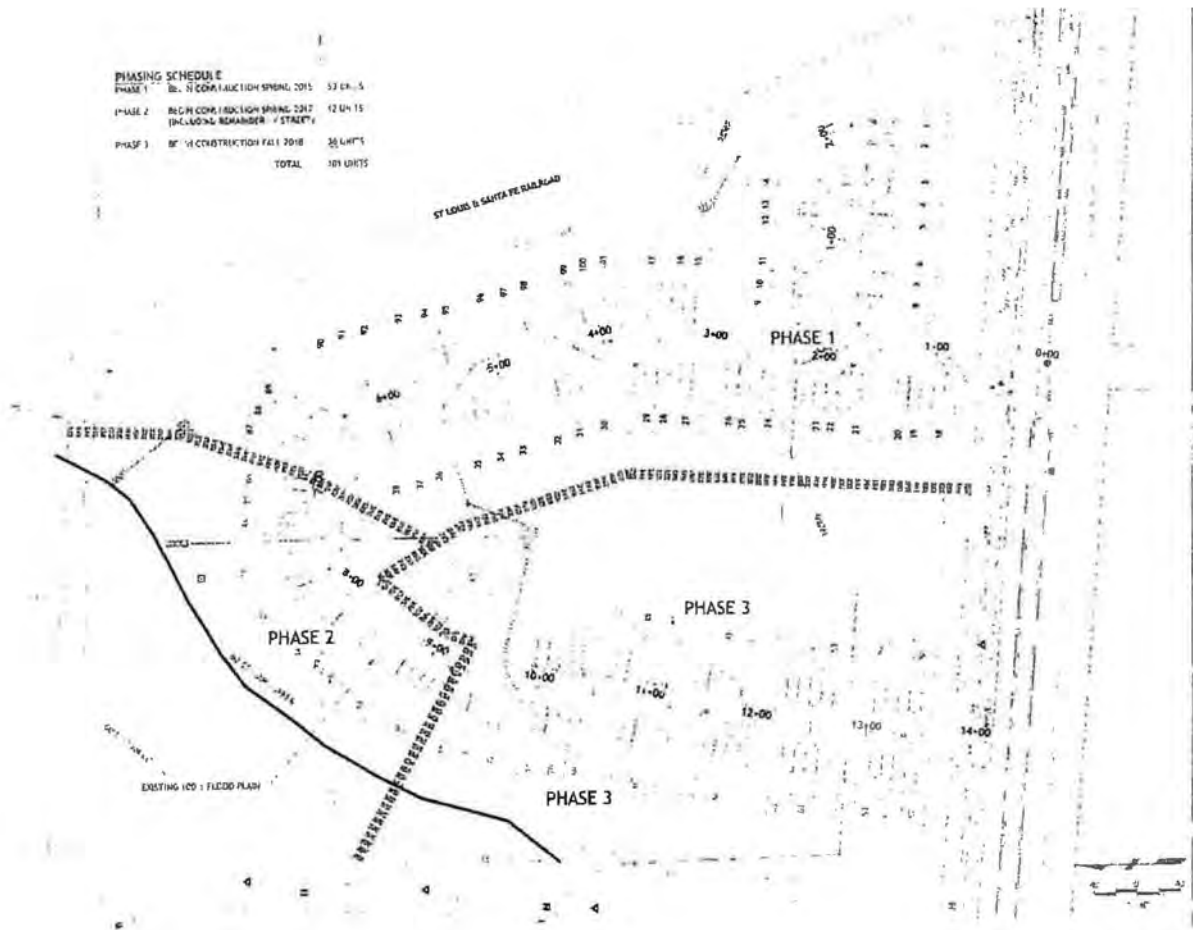
COUNTY
JOB NO.
CONTRACT ID.
PROJECT NO.
BD DCL NO.

WOODS ENGINEERS
 Consulting Engineers
 1037 South
 Main Street
 Tallahassee, FL 32301
 904.209.1122
 www.woodsengineers.com

**AUTUMN WOODS
 FINAL DEVELOPMENT
 PLAN**
 EXISTING CONDITIONS
 SHEET 11

PHASING SCHEDULE

PHASE 1	DR. 21 CONSTRUCTION SPRING 2015	53 UNITS
PHASE 2	RES. CONSTRUCTION SPRING 2017 (INCLUDING REMAINDER / STAFF)	12 UNITS
PHASE 3	RES. CONSTRUCTION FALL 2018	35 UNITS
TOTAL		100 UNITS

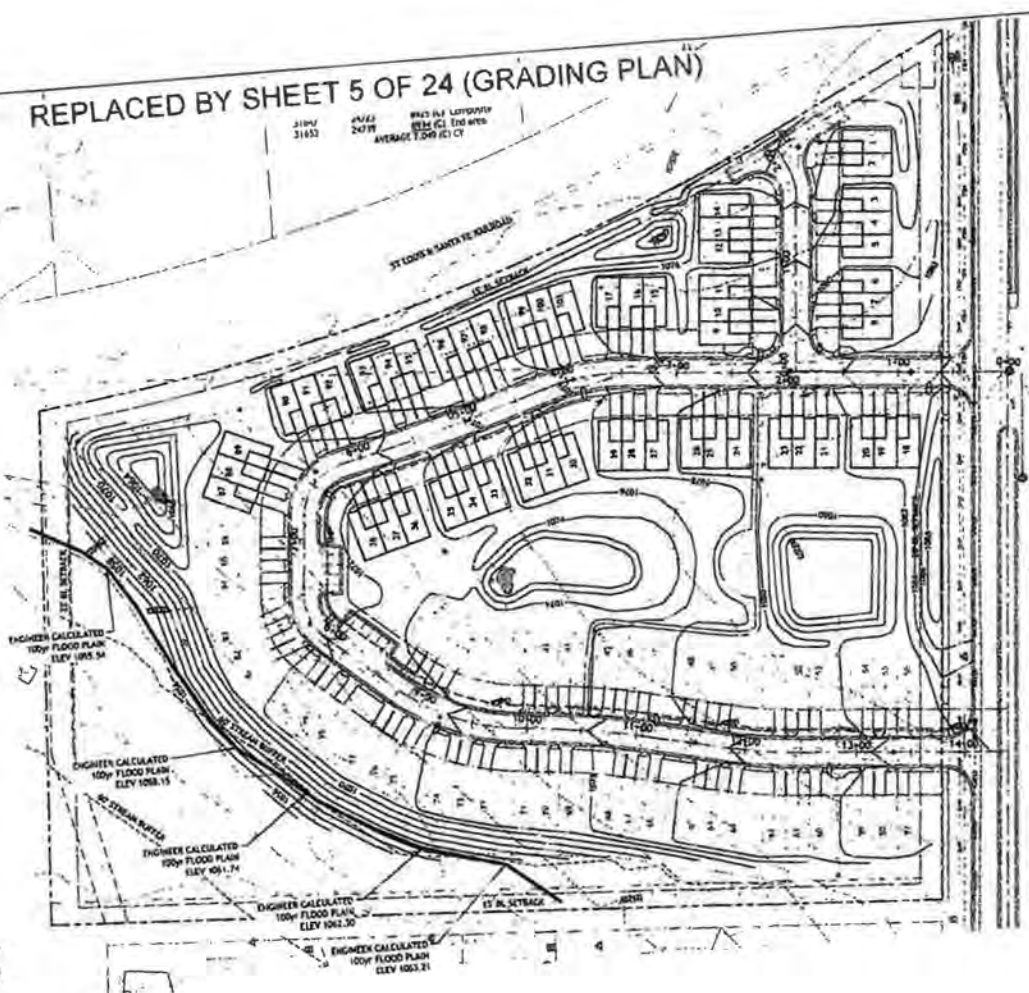


OWNER: MARY J. ...	DATE PREPARED: 5-7-15
ROUTE: 15	SITUS: MO
DISTRICT:	SHEET NO.:
OWNER:	
JOB NO.:	
CONTRACT NO.:	
PROJECT NO.:	
DR. DATE NO.:	
<p>WATER & SEWER CONSULTING ENGINEERS 1177 Park No. 10, Kansas City, Missouri, 64116 Telephone: (816) 432-1100 Fax: (816) 432-1101</p>	
<p>AUTUMN WOODS FINAL DEVELOPMENT PLAN</p>	
<p>PHASING PLAN</p>	
<p>SCALE: 1/4" = 1'-0"</p>	

REPLACED BY SHEET 5 OF 24 (GRADING PLAN)

JHW/J 3/16/12 JHW/J 2/27/12 PWS P/L LK/STP/TPH
 31632 26778 8824 G/L End area
 AVERAGE 7.589 (C) CT

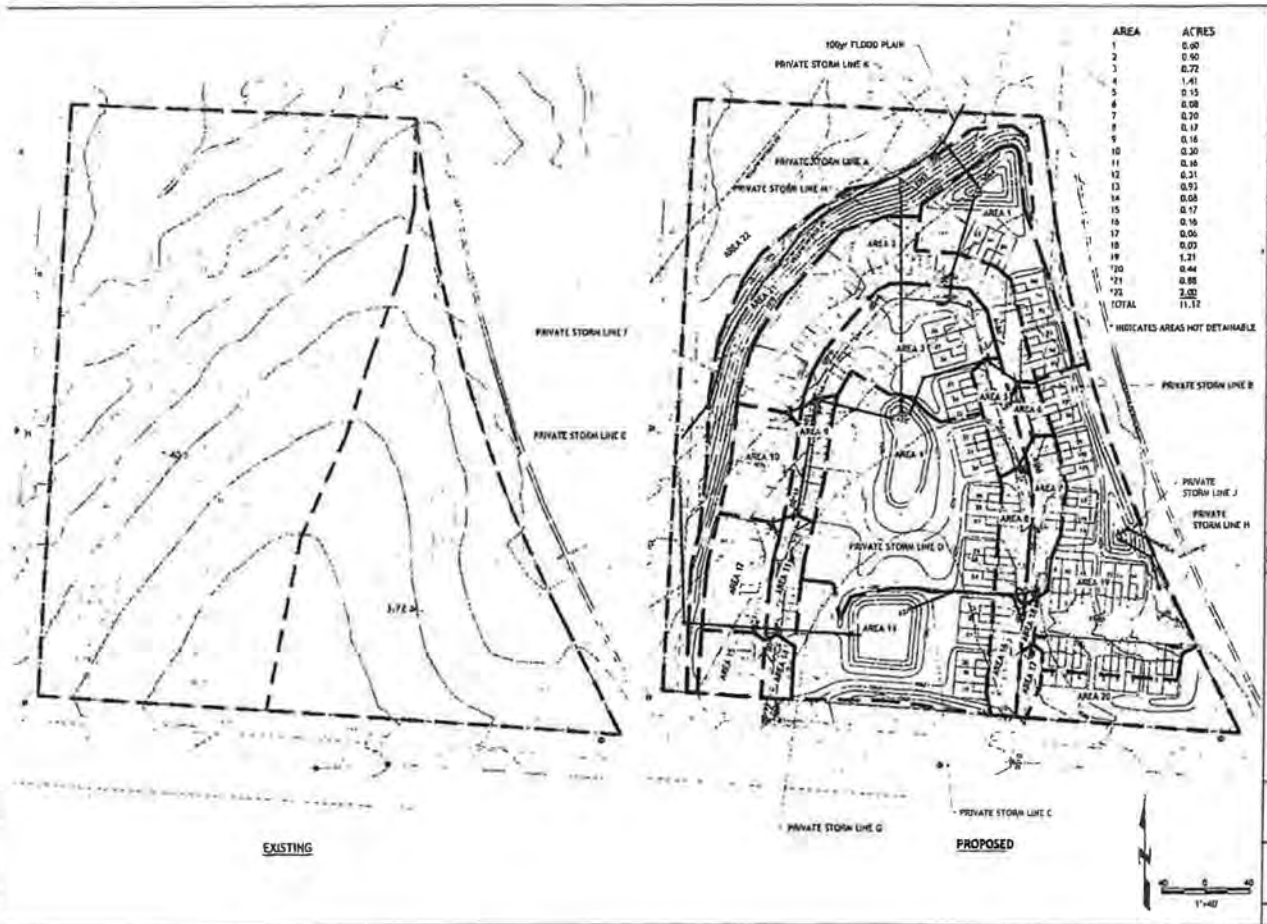
Proposed Floor Elevation	Area
1	1073.00
2	1073.25
3	1073.50
4	1073.75
5	1074.00
6	1074.25
7	1074.50
8	1074.75
9	1075.00
10	1075.25
11	1075.50
12	1075.75
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79	1092.50
80	1092.75
81	1093.00
82	1093.25
83	1093.50
84	1093.75
85	1094.00
86	1094.25
87	1094.50
88	1094.75
89	1095.00
90	1095.25
91	1095.50
92	1095.75
93	1096.00
94	1096.25
95	1096.50
96	1096.75
97	1097.00
98	1097.25
99	1097.50
100	1097.75
101	1098.00



10/15/12 10:00 AM
 DATE PREPARED: 5-7-15
 ROUTE STATE MO
 DISTRICT SHEET NO.
 COUNTY
 JOB NO.
 CONTRACT #
 PROJECT NO.
 BRIDGE NO.


 W. Woods Engineers, Inc.
 1017 S. 1st
 North Kansas City, MO 64106
 816.433.1111
 www.wwoodseng.com

ALTIUM WOODS
 GRADING PLAN
 SHEET 5 OF 11



AREA	ACRES
1	0.00
2	0.00
3	0.72
4	1.41
5	0.15
6	0.08
7	0.20
8	0.17
9	0.16
10	0.20
11	0.16
12	0.31
13	0.93
14	0.08
15	0.17
16	0.16
17	0.06
18	0.09
19	1.21
20	0.44
21	0.85
22	2.02
TOTAL	11.12

STENGA & WAGER
 MD LICENSE NO. 120817
 DATE PREPARED:
 5-7-15

ROUTE	STATE
DISTRICT	MID
SHEET NO.	
COUNTY	
JOB NO.	
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	

INDICATES AREAS NOT DETACHABLE

PRIVATE STORM LINE A
 PRIVATE STORM LINE B
 PRIVATE STORM LINE C
 PRIVATE STORM LINE D
 PRIVATE STORM LINE E
 PRIVATE STORM LINE F
 PRIVATE STORM LINE G
 PRIVATE STORM LINE H
 PRIVATE STORM LINE I
 PRIVATE STORM LINE J
 PRIVATE STORM LINE K

AREA 1
 AREA 2
 AREA 3
 AREA 4
 AREA 5
 AREA 6
 AREA 7
 AREA 8
 AREA 9
 AREA 10
 AREA 11

100' FLOOD PLAIN

EXISTING

PROPOSED

1"=40'

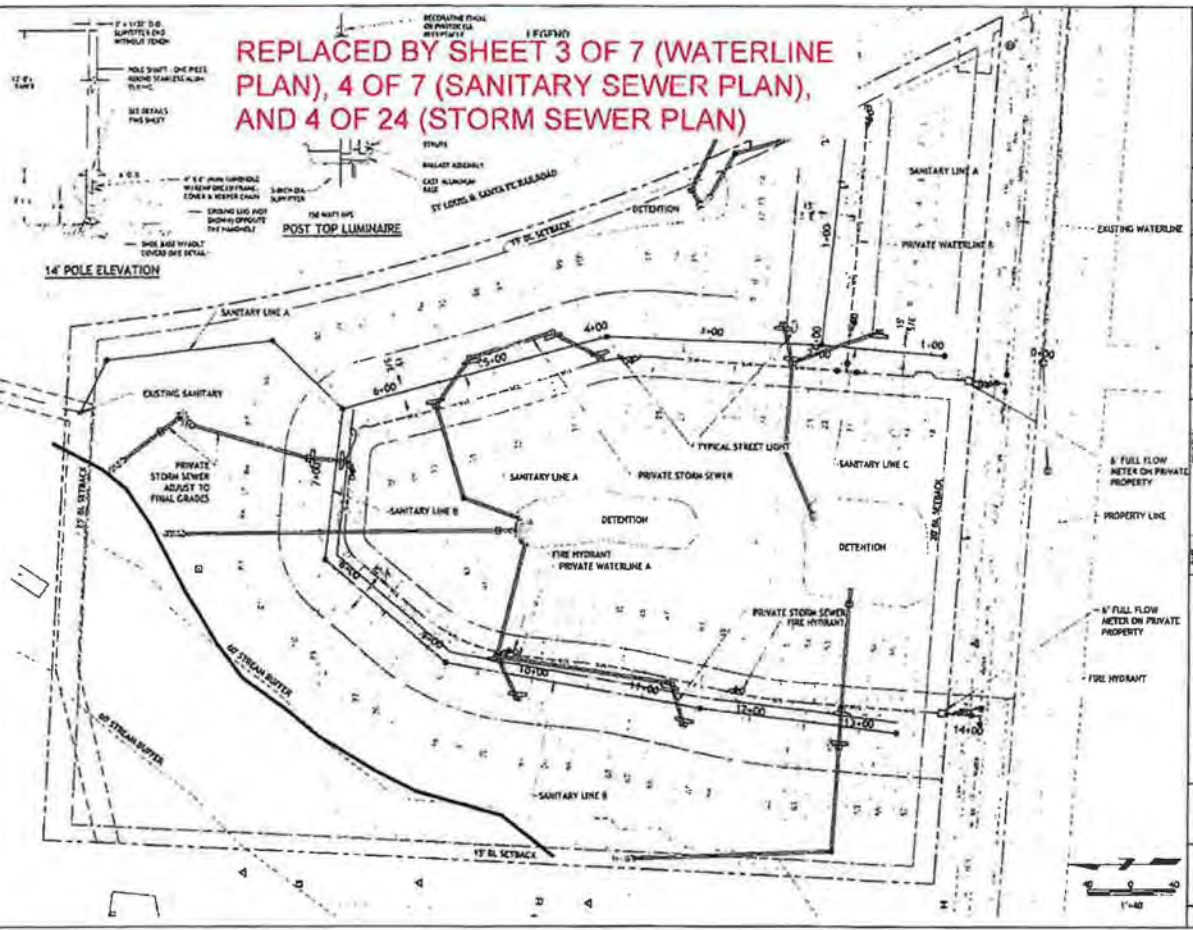

 STENIGA & WAGER ASSOCIATES, INC.
 CONSULTING ENGINEERS
 1517 2nd St.
 North Haven, CT 06488
 Telephone: 203-239-1234
 Fax: 203-239-1235
 Email: info@steniga.com

AUTUMN WOODS
 FINAL DEVELOPMENT
 PLAN

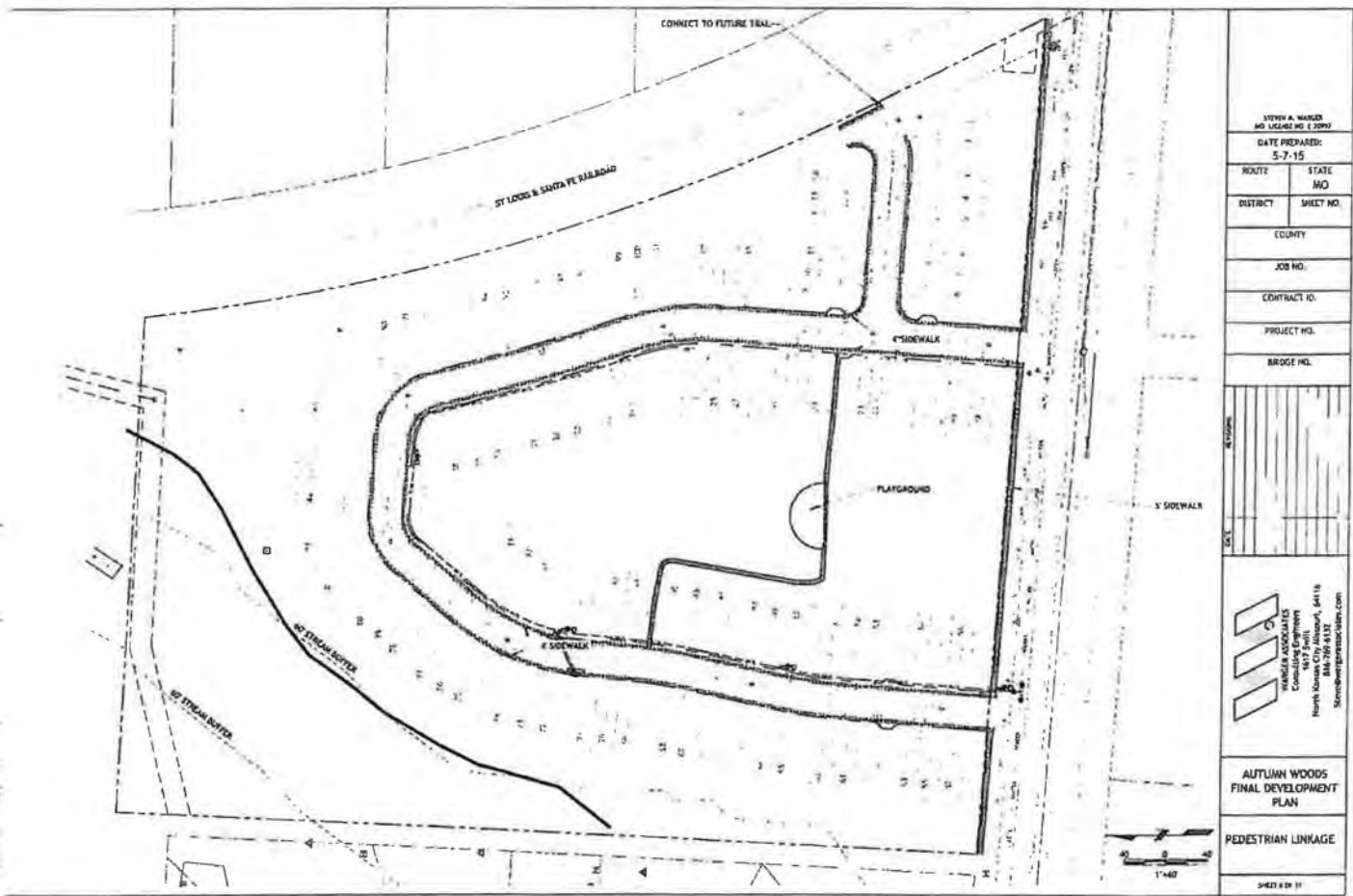
DRAINAGE

SHEET 4 OF 11

REPLACED BY SHEET 3 OF 7 (WATERLINE PLAN), 4 OF 7 (SANITARY SEWER PLAN), AND 4 OF 24 (STORM SEWER PLAN)



STEVEN H. WARDER NO. LICENSE NO. 143811	
DATE PREPARED: 5-7-15	
ROUTE	STATE
DISTRICT	SHEET NO.
COUNTY	
JOB NO.	
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	
CITY OF KANSAS CITY COMMUNITY DEVELOPMENT 1617 South North Kansas City Parkway, 44116 816.254.2300 cityofkansascity.com	
AUTUMN WOODS FINAL DEVELOPMENT PLAN	
UTILITY PLAN	
SHEET 7 OF 13	



STEVEN A. WARDER MO LICENSE NO. 12092	
DATE PREPARED: 5-7-15	
ROUTE	STATE
DISTRICT	SHEET NO.
COUNTY	
JOB NO.	
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	
	
	
AUTUMN WOODS FINAL DEVELOPMENT PLAN	
PEDESTRIAN LINKAGE	
SHEET 8 OF 11	

LEGEND

POTENTIAL SHADE TREES 2.5" CALIPER

- Skymore nonynocast
- Red Oak
- Swamp White Oak
- Superform Norway Maple
- October Glory Maple
- Golden Raintree
- Amar Maple
- Custom Red Cedar
- White Pine

POTENTIAL ORNAMENTAL TREES 1.5" CALIPER

- Golden Raintree
- Forest Pansy Bellbird
- Amar Maple Pral/ctric Crabapple

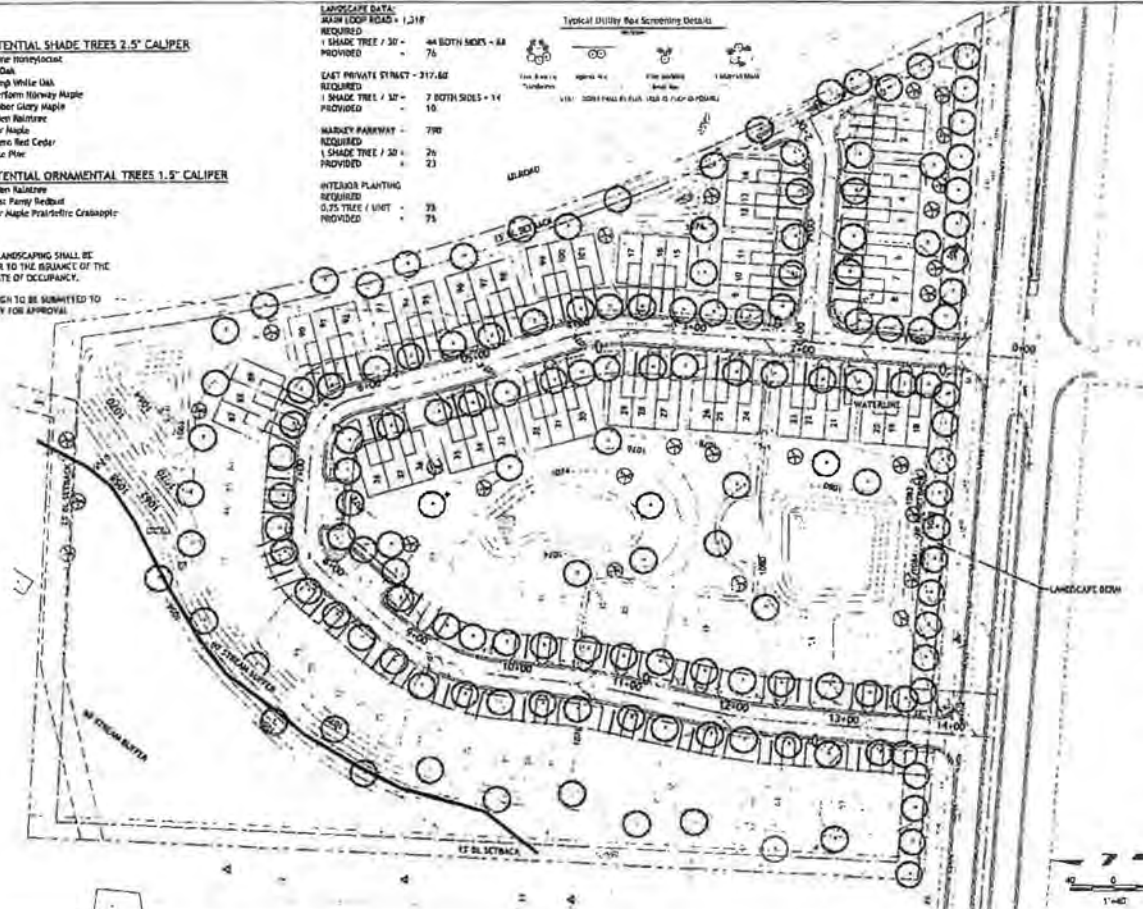
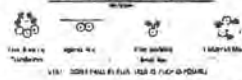
NOTE:
ALL PROPOSED LANDSCAPING SHALL BE
INSTALLED PRIOR TO THE ISSUANCE OF THE
FINAL CERTIFICATE OF OCCUPANCY.

IRRIGATION DESIGN TO BE SUBMITTED TO
CITY SEPARATELY FOR APPROVAL

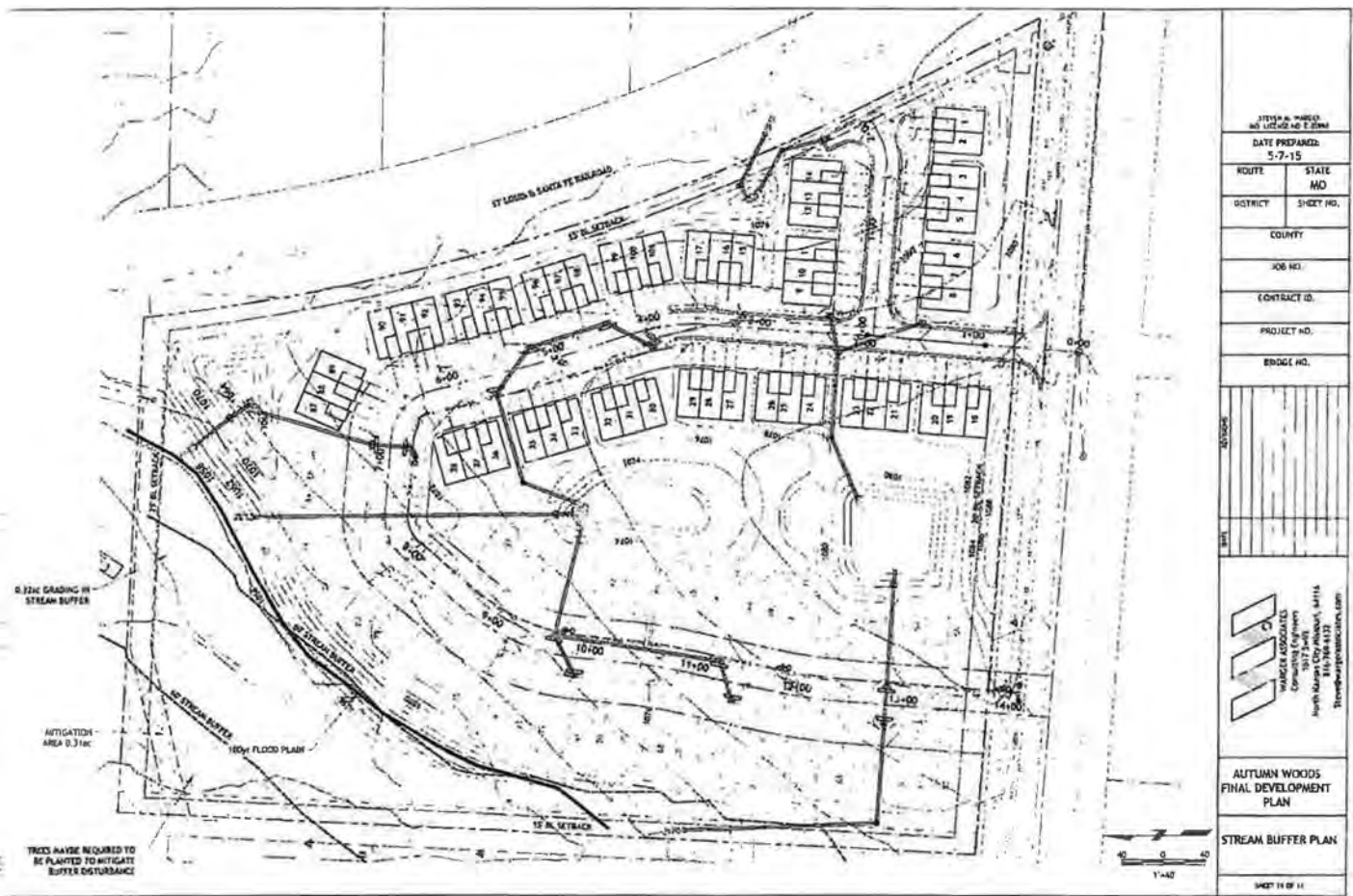
LANDSCAPE DATA:

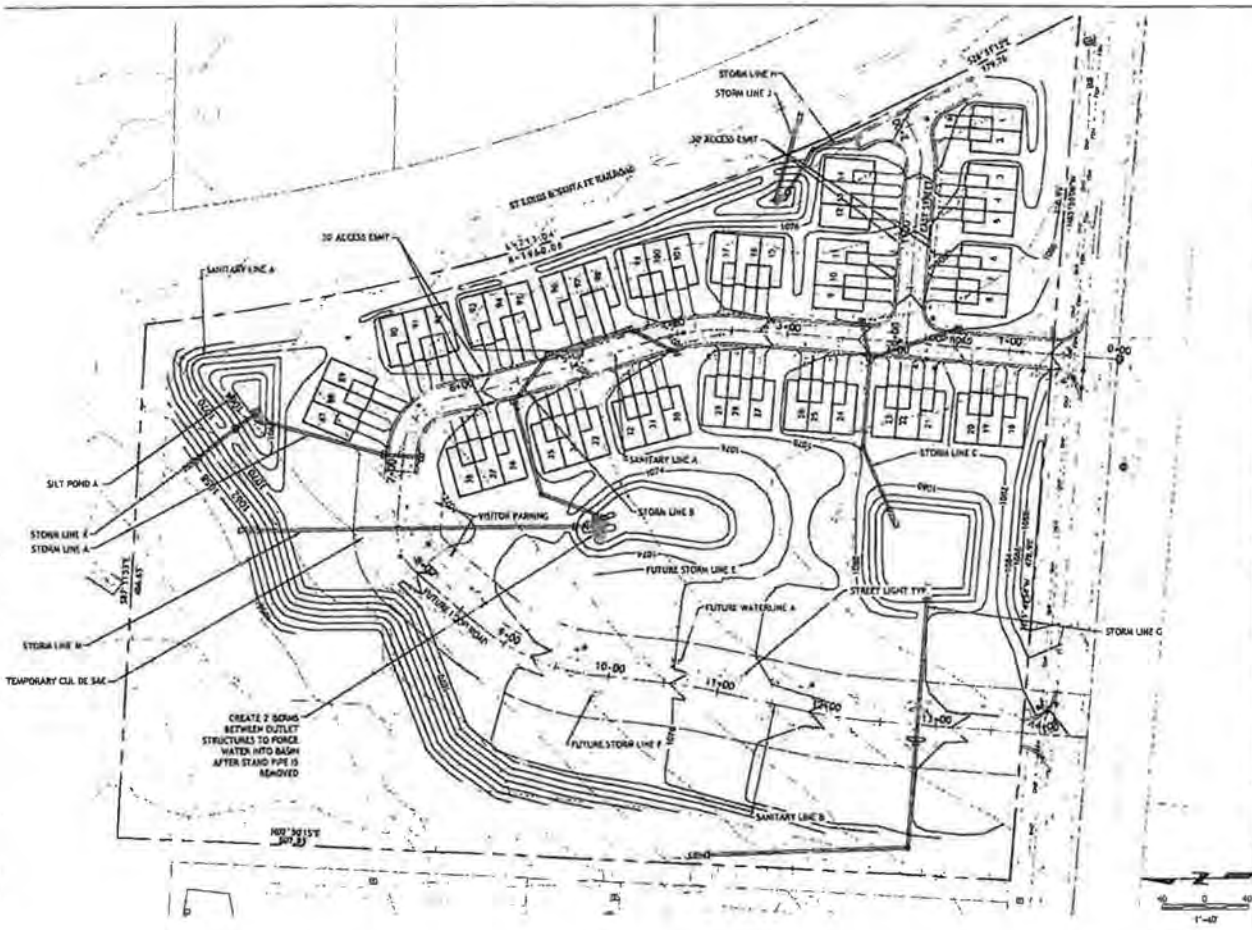
WASH LOOP ROAD - 1,218'	
REQUIRED	
1 SHADE TREE / 30' - 44 BOTH SIDES - 88	
PROVIDED	76
EAST PRIVATE DRIVE - 317.62'	
REQUIRED	
1 SHADE TREE / 30' - 7 BOTH SIDES - 14	
PROVIDED	10
HARDY PARKWAY - 790'	
REQUIRED	
1 SHADE TREE / 30' - 26	
PROVIDED	23
INTERIOR PLANTING	
REQUIRED	
0.25 TREE / UNIT - 38	
PROVIDED	74

Typical Utility Box Screening Details

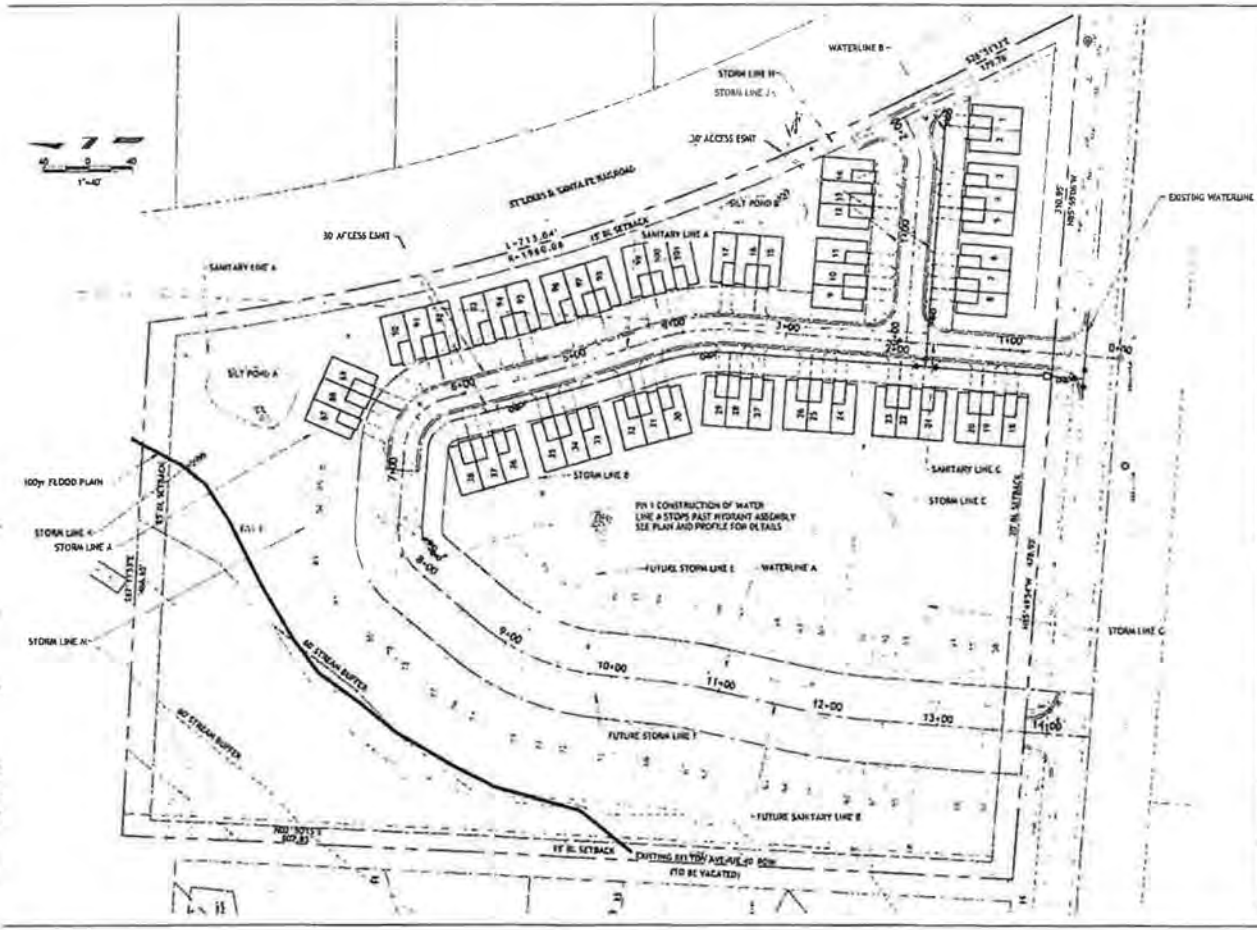


SHEET NO. NUMBER		NO. 000000 NO. 1 2000	
DATE PREPARED:		5-7-15	
ROUTE	STATE	COUNTY	
DISTRICT	SHEET NO.	JOB NO.	
CONTRACT NO.		PROJECT NO.	
BRIDGE NO.		DRAWING NO.	
AUTUMN WOODS FINAL DEVELOPMENT PLAN			
LANDSCAPE PLAN			
SHEET 9 OF 11			

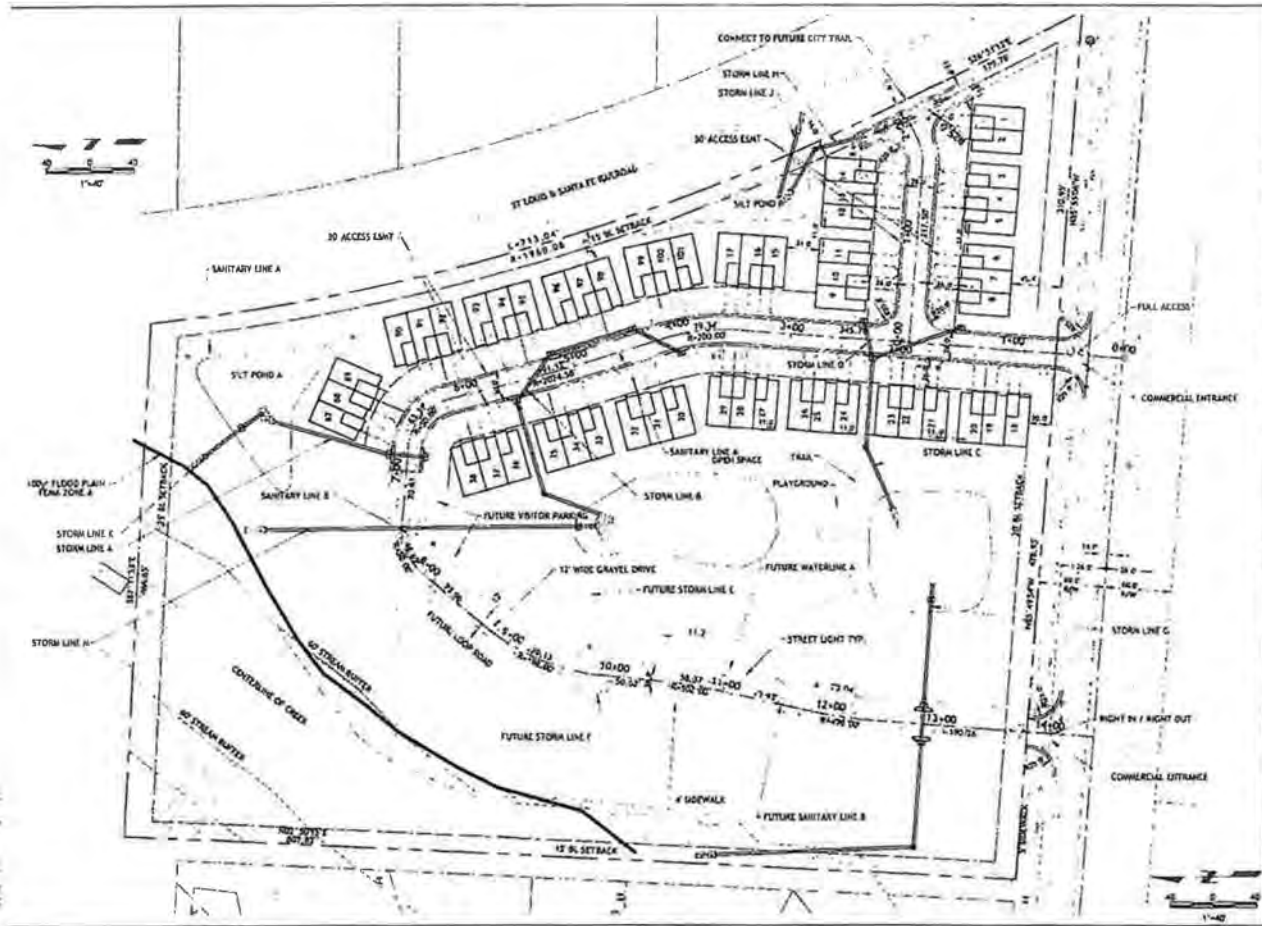




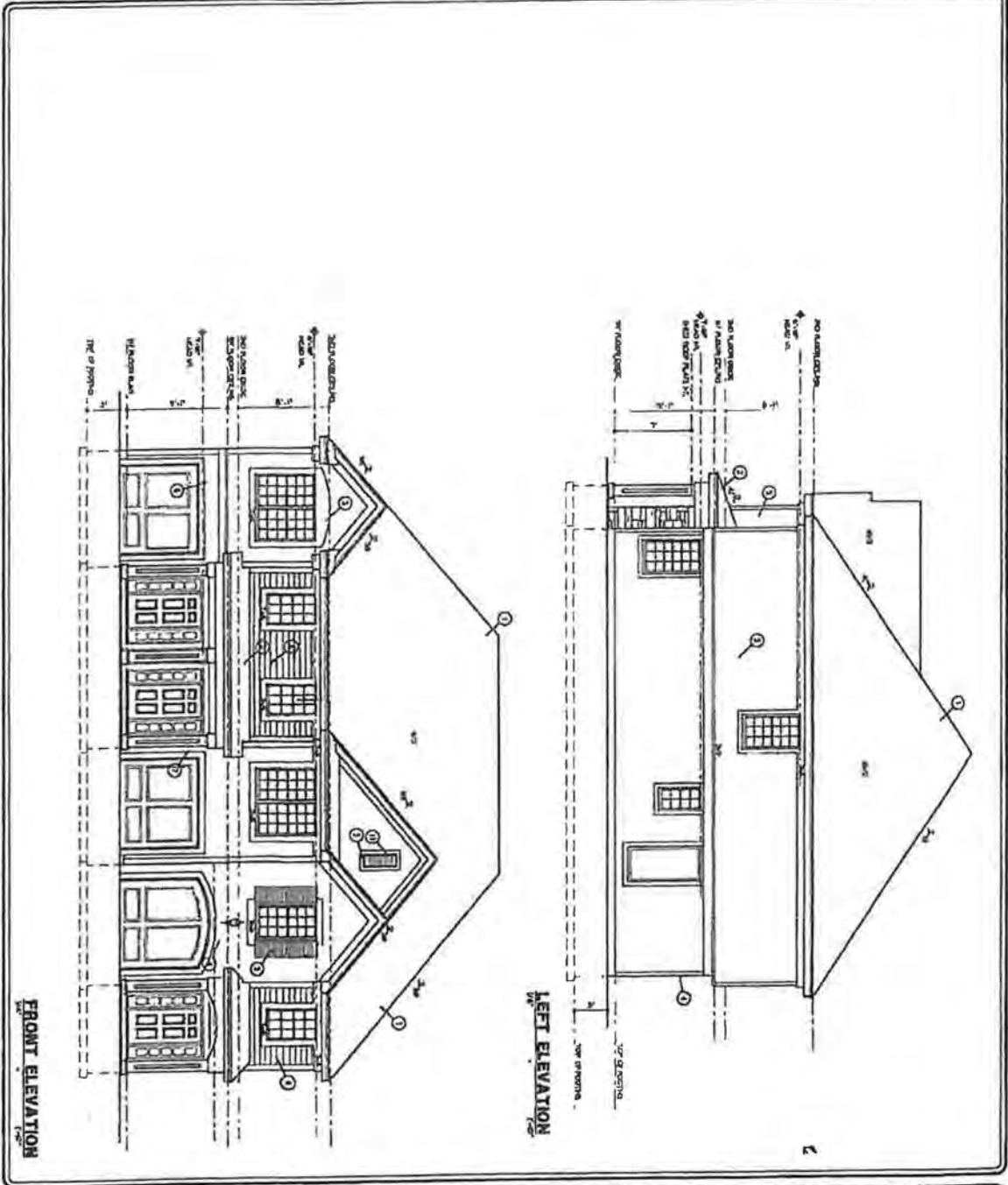
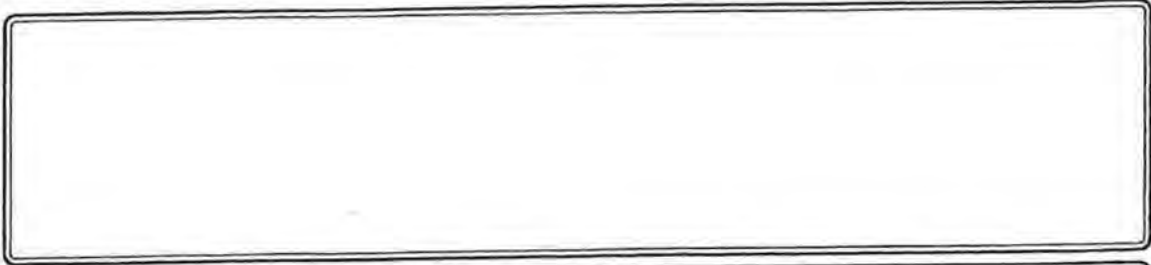
STEVEN A. WARDEN REGISTERED PROFESSIONAL ENGINEER	
DATE PREPARED: 3-30-15	
ROUTE	STATE
	MO
DISTRICT	SHEET NO.
COUNTY	
CLASS	
JOB NO. 323 91	
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	
REVISIONS NO. DATE DESCRIPTION 1 11/15/14 CORRECTED PER CITY ENGINEER 2 12/14/14 CORRECTED PER CITY ENGINEER	
 WARDEN ASSOCIATES Consulting Engineers 1000 North North Kansas City, Missouri 64116 816-799-1122 Steven@wardenassociates.com	
STREET AND STORM PLAN	
GRADING PLAN	
SHEET 3 OF 14	



STEVE H. KALIS REGISTERED PROFESSIONAL ENGINEER	
DATE PREPARED: 3-30-15	
ROUTE	STATE MO
DISTRICT	SHEET NO.
COUNTY CASS	
JOB NO. 223-01	
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	
REVISIONS 1. 3-30-15: ISSUED FOR PERMITS	
WATERLINE PLAN	
GENERAL LAYOUT	
SHEET 3 OF 7	



STEVEN A. WOODS LICENSE NO. C 20947 DATE PREPARED: 3-30-15	
ROUTE	STATE
DISTRICT	SHEET NO.
COUNTY	
CABS	
JOB NO. 722-81	
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	
1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.	
WMA ASSOCIATES Consulting Engineers North Kansas City Missouri, 64116 816-298-6132 www.wmaengineers.com	
STREET AND STORM PLAN	
GENERAL LAYOUT	
SHEET 4 OF 24	



AS

Scale: 1/8" = 1'-0"

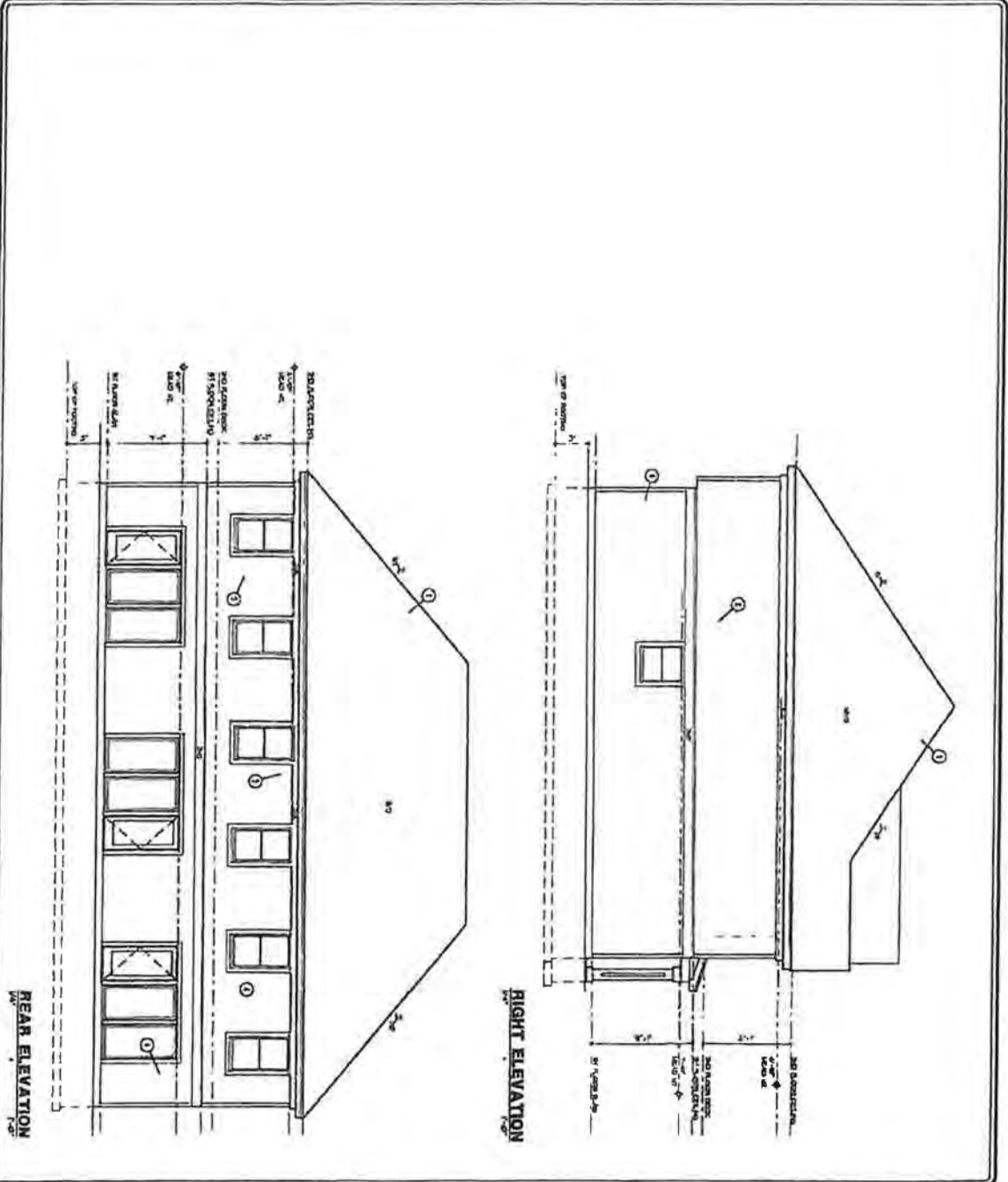
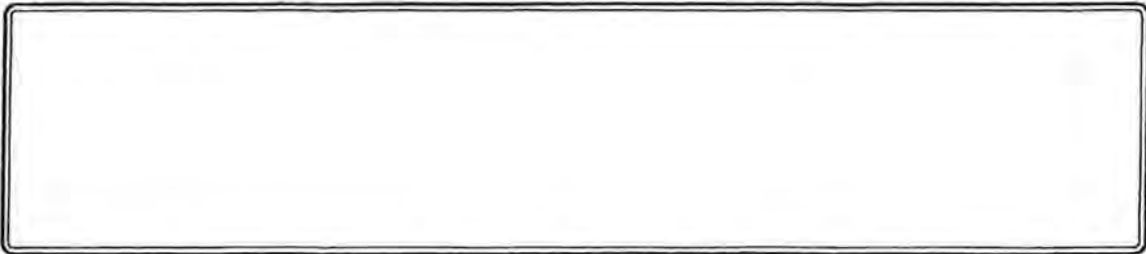


TERRACAP MANAGEMENT
100 SHEPPARD AVE. EAST #502 (416) 491-1040
TORONTO, ONTARIO M2N 6N6

AUTUMN WOODS
BELTON, MO

Webster
Architects
1000 W. VALLEY AVENUE
SUITE 200
CLAYTON, MO 64735-1000
PHONE: (816) 388-1000
FAX: (816) 388-1000

THIS SET OF PLANS IS THE PROPERTY OF WEBSTER ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. NO PART OF THIS SET OF PLANS IS TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF WEBSTER ARCHITECTS.



<p>Sheet No. A6</p>	<p>Scale: 1/8" = 1'-0"</p>		<p>TERRACAP MANAGEMENT 501 SHEPPARD AVE. EAST #302 715-915-1040 TORONTO, ONTARIO M2N0N5</p>	<p>AUTUMN WOODS BELTON, MO</p>	<p>Webster</p>	<p>DATE: 10/15/03 DRAWN BY: [Name] CHECKED BY: [Name] PROJECT: [Name]</p>
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SECTION VIII

C

AN ORDINANCE AMENDING APPENDIX B – TRAFFIC SCHEDULES, TABLE 6 – NO PARKING ZONES AS REFERENCED TO CHAPTER 13 – SECTION 13-333 IN THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI TO INCLUDE NO PARKING ON THE SOUTH SIDE OF SPRING VALLEY ROAD FROM LEA AVENUE TO BEL-RAY BOULEVARD.

WHEREAS, the City of Belton, Missouri (“Belton”) has the authority to restrict parking on public streets within the City of Belton; and

WHEREAS, Public Works Staff received a citizen request to prohibit parking on Spring Valley Road between Lea Avenue and North Park Drive to one side of the street to allow for increased visibility to pedestrians, especially children who frequently cross the street; and

WHEREAS, Staff researched the request including surveying affected property owners and tenants regarding the change being considered and received feedback from seven respondents. Of the seven, six were in favor of restricting parking and one was against restricting parking. Property managers of affected rental units were also contacted and responded with no indication of concern. Staff checked the proposed area for parking availability, sight distances, and other factors; and

WHEREAS, Staff believe restricting parking will provide increased visibility to pedestrians.

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

SECTION 1. That Appendix B, Table 6 – No Parking Zones as referenced to Chapter 13 – Section 13-333 in the Code of Ordinances of the City of Belton, Missouri is hereby amended as described in **Attachment A**.

SECTION 2. This ordinance shall take effect and be in full force from and after its passage and approval.

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

READ FOR THE FIRST TIME:

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

AGENDA DATE: November 14, 2017

DIVISION: Transportation

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

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

ISSUE/RECOMMENDATION:

A citizen request was received to limit parking to one side of Spring Valley Road between Lea Avenue and North Park Drive due to concern for pedestrians, many of which are children, crossing the street with vehicles parked on both sides. A map is attached as Exhibit B to show the extent of the existing and proposed no parking zones on Spring Valley Road.

Public Works Staff researched the request, checked the proposed area for parking availability, sight distances and other factors. No issues were found and staff therefore would support creating a no parking zone on the south side of Spring Valley Road between Lea Avenue and Bel-Ray Boulevard.

PROPOSED CITY COUNCIL MOTION:

Approve an ordinance of the City of Belton, Missouri, amending Appendix B - Traffic Schedules, Table 6 – No Parking Zones as referenced to Chapter 13 – Section 13-333 in the Code of Ordinances of the City of Belton, Missouri to include no parking on the south side of Spring Valley Road from Lea Avenue to Bel-Ray Boulevard.

BACKGROUND:

Spring Valley Road is a winding, residential-collector road with end points at Harris Avenue, north of 163rd Street and at Kentucky Road at the eastern boundary of the city. The speed limit is 25 mph along the entire route.

In the City’s Code of Ordinances, parking is currently permitted on Spring Valley Road between Bel-Ray Drive to the north and Bel-Ray Boulevard to the south, with the following restrictions (see attached depiction for details):

- Spring Valley Road, west side, from 163rd Street to Bel-Ray Drive
- Spring Valley Road, west side, from 163rd Street to Harold Drive
- Spring Valley Road, south side, from Harold Drive to Harris Avenue

At the subject location, Spring Valley Road has a slight curve and sight distance would not normally be an issue; however, the complainant stated children play in the area and there is limited sight distance when small children cross the road with vehicles parking on both sides of the street.

Staff sent letters to notify adjacent residents of the change being considered and received feedback from seven respondents. Of the seven, six were in favor of restricting parking and one was against restricting parking. Property managers of the rental units were contacted as well with no indication of concern. Staff visited the site in the evening hours and found no cars parked on the south side of the street and five cars parked on the north side, in front of the duplexes. The off-street parking lots at the apartment buildings on the south side of Spring Valley were approximately half full.

Public Works Staff supports revising the existing ordinance to prohibit parking on Spring Valley Road on the south side of Spring Valley Road between Lea Avenue and Bel-Ray Boulevard. A map is attached that shows the extents of the existing and proposed no parking zones.

IMPACT/ANALYSIS:

None

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve an ordinance of the City of Belton, Missouri, amending Appendix B - Traffic Schedules, Table 6 – No Parking Zones as referenced to Chapter 13 – Section 13-333 in the Code of Ordinances of the City of Belton, Missouri to include no parking on the south side of Spring Valley Road from Lea Avenue to Bel-Ray Boulevard.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance including Attachment A – Table 6. – No Parking Zones

Map of Existing and Proposed No Parking Zones

ATTACHMENT A

APPENDIX B – TRAFFIC SCHEDULES

TABLE 6. - NO PARKING ZONES

(1) General.

Street	Extent
Airway Lane	South side from Westover Road to Hillcrest Road
Bel-Ray Boulevard	East and west sides of each lane of traffic from Missouri Highway 58 to Bel-Ray Drive
Berry Avenue	North side from Sunset to Carnegie
Brookside Drive	North side from Colbern Street to Lacy Lane
Cherry Street	On the east and west sides from Main Street south to the alley for parking in excess of two hours, Monday through Saturday from 8:00 a.m. through 6:00 p.m.
	On the east and west sides from Main Street to Commercial Street except for the first 90 feet north of Main Street on the east side
	On the east side for the first 90 feet North of Main Street for parking in excess of two hours, Monday through Saturday from 8:00 a.m. through 6:00 p.m.
North Chestnut Street	East side from Missouri Highway 58 to North Oak Drive
Cleveland Avenue	East and west sides from the intersection of Missouri Highway 58 to Trevis Avenue
Cunningham Industrial Parkway	East and west sides from the intersection of Missouri Highway 58 to a point 250 feet south of such intersection
Hargis Street	North side from North Chestnut Street to North Walnut Street
Hillcrest Road	East side, from its intersection with West North Avenue (Missouri Highway 58) to a point approximately 30 feet north of such intersection
Jefferson Street	East side from Missouri Highway 58 to Circle Drive
Kenneth Lane	South side from Westover Road to Askew Avenue
	North side from Westover Road to Cleveland Avenue
Kent Drive	East side from Cambridge Road to Brentwood Drive

Lacy Lane	East side from Mill Street to Park Avenue
Lawrence Avenue	West side from 155th Street to 157th Street
Locust Hill Road	On north end and south side from the intersection of North Scott to the intersection of QuikTrip Way
Lynn Street	South and west side from Baldwin Street to Spring Street
Main Street	On the north and south sides from Cherry Street to Herschel Street for parking in excess of two hours, Monday through Saturday from 8:00 a.m. through 6:00 p.m.
Mill Street	North side from Cleveland Avenue to Carol Avenue
North Oak Drive	South side from North Walnut Street to Sunny Drive
Pacific Drive	West side from Eldorado Drive to Miller Avenue
East Pacific Drive	Southside from South Scott Avenue to Missouri Highway Y
Powell Parkway	East and west sides from the intersection of Missouri Highway 58 to the north end of Charter Plaza Street
QuikTrip Way	On the east and west side from the intersection of Y Highway to the intersection of Locust Hill Road
Shady Lane	East side from Missouri Highway 58 to Hargis Street
South Avenue	On the north and south sides from South Scott to Y Highway
South Scott Avenue	East side from Missouri Highway 58 to Cambridge Avenue
South Scott Avenue	West side from Missouri Highway 58 to 20 feet south of South High School entrance
South Scott Avenue	West side from Cambridge Avenue to 650 feet north of Cambridge Avenue, between the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday
South Scott Avenue	West side from 20 feet south of South High School entrance to 20 feet north of cemetery entrance, between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday
South Scott Avenue	West side from Cambridge Avenue to 130.59 feet north of 181st Street
Spring Valley Road	West side from 163rd Street to Bel-Ray Drive

Spring Valley Road	West side from 163rd Street to Harold Drive
Spring Valley Road	South side from Harold Drive to Harris Avenue
Spring Valley Road	South side from Lea Avenue to Bel-Ray Boulevard
Sunrise Drive	South side from Colbern to Baldwin
Sunny Drive	West side from North Oak Drive to Hargis Street
Sunrise Drive	South side from South Scott Avenue to East Pacific Drive
Terry Avenue	East side from 155th Street to 157th Street
Vivian Road	South side, from the intersection of North Scott west to the end of Vivlan Road
East Washington Street	South side from North Chestnut Street to North Walnut Street
Westover Road	East side, from 100 feet south of its intersection with Mark Lane to 25 feet north of such intersection
	West side, 50 feet north of its intersection with Mark Lane to 50 feet south of such intersection
	East side, from 30 feet north of the centerline of Markey Road to 30 feet south of the centerline of Bong Avenue
	West side, from 30 feet south of the centerline of Nellis to 30 feet north of the centerline of Markey Road
	East side, from 325 feet south of its intersection with Shawn Drive to 225 feet south of such intersection
	West side, from 150 feet south of its intersection with Shawn Drive to 300 feet south of such intersection
155th Street	South side from U.S. Highway 71 to Harris Avenue
163rd Street	North and south sides from U.S. Highway 71 to Kentucky Avenue
170th Street	North side from Kentucky Street to Bel-Ray Boulevard
174th Street	South side from Prospect Avenue to Cerito Drive

(2) Within 50 feet of the following intersections:

Brookside Drive and Colbern
Colbern Drive and Walnut
King Street and North Scott
London Way southeast corner
Middleton and Bel-Ray Boulevard
Mill Street and Baldwin
Park Avenue and Cleveland
Park and Lacy
Sunrise Drive and Colbern

(Code 1976, § 13-66; Ord. No. 84-1478, §§ 1, 2, 9-11-1984; Ord. No. 87-1728, § 1, 5-12-1987; Ord. No. 89-1896, § 1, 6-6-1989; Ord. No. 89-1922, § 1, 9-26-1989; Ord. No. 89-1933, § 1, 10-24-1989; Ord. No. 90-1965, § 3, 3-13-1990; Ord. No. 90-1992, § 1, 7-24-1990; Ord. No. 91-2036, § 1, 2-26-1991; Ord. No. 91-2040, § 1, 3-26-1991; Ord. No. 91-2068, § 1, 8-27-1991; Ord. No. 92-2116, § 1, 4-28-1992; Ord. No. 92-2127, § 1, 6-23-1992; Ord. No. 93-2183, § 1, 3-9-1993; Ord. No. 95-2316, § 1, 7-25-1995; Ord. No. 98-2508, § 1, 2-24-1998; Ord. No. 98-2517, § 2, 3-24-1998; Ord. No. 00-2744, § 1, 11-28-2000; Ord. No. 00-2748, § 1, 12-12-2000; Ord. No. 01-2761, § 1, 1-23-2001; Ord. No. 01-2796, § 1, 6-28-2001; Ord. No. 01-2830, § 1, 10-9-2001; Ord. No. 2002-2934, § 1, 10-22-2002; Ord. No. 2006-3236, § 1, 4-25-2006; Ord. No. 2011-3705, § 1, 3-22-2011; Ord. No. 2013-3931, § 2, 7-9-2013; Ord. No. 2015-4064, § 1, 1-13-2015)

SECTION VIII

D

AN ORDINANCE AUTHORIZING AND APPROVING A MINOR CONSTRUCTION SERVICE AGREEMENT WITH PERFORMANCE CONTRACTING OF KANSAS, INC. FOR THE PAINTING OF THE OPERATIONS BUILDING OF THE BELTON WASTEWATER TREATMENT FACILITY IN A NOT-TO-EXCEED AMOUNT OF \$11,813.00.

WHEREAS, in the spring of 2017, the upgrades to the Belton Wastewater Treatment Facility were completed and the exterior finish of the Headworks Building was chosen to match the Ultraviolet Treatment Building that was built in April 2012; and

WHEREAS, the exterior finish of the Operations Building was done prior to the construction of the Ultraviolet Treatment Building and the treatment plant upgrades and is in need of preservation and maintenance paint as well as bringing the building to the same color of the adjacent buildings; and

WHEREAS, an Invitation to Bid for the Painting of the Operations Building of the Belton Wastewater Treatment Facility was issued on September 27, 2017. A Mandatory Pre-Bid Conference was held on October 16, 2017, and the bid opening was held on October 25, 2017. Five contractors submitted bids: Apache Industrial United at \$27,040.00; Genesis Construction Services at \$20,220.00; MVP Painting at \$19,720.00; Performance Contracting of Kansas, Inc. at \$11,813.00; and Thomas Industrial Coatings at \$50,000.00; and

WHEREAS, Staff recommends City Council authorize and approve a Minor Services Agreement with Performance Contracting of Kansas, Inc. for the painting of the Operations Building of the Belton Wastewater Treatment Facility in a not-to-exceed amount of \$11,813.00.

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

SECTION 1. That this ordinance authorizing and approving a Minor Construction Service Agreement with Performance Contracting of Kansas, Inc. for the painting of the Operations Building of the Belton Wastewater Treatment Facility in a not-to-exceed amount of \$11,813.00, which is attached as **Attachment A**, is hereby approved for purposes described above.

SECTION 2. This ordinance shall take effect and be in full force from and after its passage and approval.

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

READ FOR THE FIRST TIME: November 14, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2017.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
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

AGENDA DATE: November 14, 2017

DIVISION: Water Services

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

In order to preserve, maintain, and create a consistent look for the Belton Wastewater Treatment Facility, an Invitation to Bid for the Painting of the Operations Building of the Belton Wastewater Treatment Facility was issued on September 27, 2017. A Mandatory Pre-Bid Conference was held on October 16, 2017, and the bid opening was held on October 25, 2017. Five contractors submitted bids: Apache Industrial United at \$27,040.00; Genesis Construction Services at \$20,220.00; MVP Painting at \$19,720.00; Performance Contracting of Kansas, Inc. at \$11,813.00; and Thomas Industrial Coatings at \$50,000.00.

Staff recommends approval of a Minor Construction Service Agreement with Performance Contracting of Kansas, Inc. for the Painting of the Operations Building of the Belton Wastewater Treatment Facility in a not-to-exceed amount of \$11,813.00.

PROPOSED CITY COUNCIL MOTION:

Approve an ordinance of the City of Belton, Missouri authorizing and approving a Minor Construction Service Agreement with Performance Contracting of Kansas, Inc. for the painting of the Operations Building of the Belton Wastewater Treatment Facility in a not-to-exceed amount of \$11,813.00.

BACKGROUND:

In the spring of 2017, the upgrades to the Belton Wastewater Treatment Facility were completed. The color of the Headworks Building was chosen to match the color of the Ultraviolet Treatment Building built in 2012. The last time the Operations Building was painted was prior to the construction of the Ultraviolet Treatment Building and the exterior paint does not match, is peeling, and is in need of a paint job. This contract will make the color of the Operations Building match the Ultraviolet Treatment Building and the Headworks Building and will create a uniform appearance for the Belton Wastewater Treatment Facility.

IMPACT/ANALYSIS:

Contractor:	Performance Contracting of Kansas, Inc.	
Amount of Request/Contract:	\$	11,813.00
Amount Budgeted:	\$	20,000.00
Funding Source:	660-0000-495-7400	
Encumbered:	\$	n/a
Funds Remaining:	\$	8,187.00

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve an ordinance of the City of Belton, Missouri authorizing and approving a Minor Construction Service Agreement with Performance Contracting of Kansas, Inc. for the painting of the Operations Building of the Belton Wastewater Treatment Facility in a not-to-exceed amount of \$11,813.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance
Agreement



CITY OF BELTON
PUBLIC WORKS
DEPARTMENT
506 Main Street
Belton, MO 64012
(816) 322-1885
FAX (816) 322-5031

MINOR CONSTRUCTION SERVICE AGREEMENT

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter city ("CITY"), and Performance Contracting of Kansas, Inc., a company, authorized to conduct business in Missouri and located at 11145 Thompson Avenue, Lenexa, Kansas 66219 ("CONTRACTOR"; CITY and CONTRACTOR each a "Party", and collectively the "Parties").

WHEREAS, CITY requires minor construction services to provide Painting of the Operations Building of the Belton Wastewater Treatment Facility (BWWTF) located at 21200 S. Mullen Road, as further described herein (the "Services");

WHEREAS, CONTRACTOR is prepared to provide said Services and shall give consultation to CITY during the performance of said Services;

NOW THEREFORE, CITY and CONTRACTOR in consideration of the mutual covenants contained in this Agreement, agree as follows:

ARTICLE 1 – EFFECTIVE DATE

The effective date of this Agreement shall be _____ ("Effective Date").

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall furnish all labor, materials, equipment, and services necessary to Prepare and Paint the Operations Building at the BWWTF maintained by City of Belton Public Works, and represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner as described herein. CONTRACTOR, as opposed to sub-contractors of CONTRACTOR, must perform at least eighty percent (80%) of the Services described herein, throughout the term of this Agreement. See contract document 00150 – Operations Building Preparation and Painting Specifications.

ARTICLE 3 – PERIOD OF SERVICE

The CONTRACTOR is allowed 30 calendar days from the date of the Notice to Proceed to complete all work and reach Final Completion.

ARTICLE 4 – COMPENSATION

For CITY services performed by CONTRACTOR, the CITY shall pay the CONTRACTOR, an amount not to exceed eleven thousand eight hundred and thirteen and NO/100 DOLLARS (\$ 11,813.00) "for preparation and painting" for the Operations Building of the BWWTF.

The CITY is exempt from the State of Missouri sales and use taxes on purchases made directly for the CITY. CONTRACTOR shall not include any sales or use taxes on transactions between the CONTRACTOR and CITY.

Monthly invoices shall be submitted by the CONTRACTOR to the CITY for payment covering services performed during the preceding month. The CITY PAYMENT TERMS ARE NET THIRTY (30) days from the receipt of a complete invoice with supporting materials. Inadequate documentation to support the charges shall be remedied by CONTRACTOR within ten (10) days, and CITY shall make payment within thirty (30) days from its receipt of remedial payment of any invoice. No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

ARTICLE 5 – PERMITS AND LICENSES

The CONTRACTOR, and any sub-contractor hired by the CONTRACTOR, shall procure a CITY Occupation License, which license(s) shall be in effect at all times during the term of this Agreement. CONTRACTOR will abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this Agreement are performed and shall contractually require the same of all its sub-contractors performing work under this Agreement. The CONTRACTOR, and any sub-contractor hired by the CONTRACTOR, must furnish and maintain certification of authority to conduct business in the State of Missouri at all times during the term of this Agreement.

ARTICLE 6 – CHANGES, DELETIONS OR ADDITIONS TO AGREEMENT

Except as otherwise provided herein, either Party may request, subject to approval of the other Party, changes to or within the general scope of this Agreement. If a requested change, approved by each Party, causes an increase or decrease in the compensation or Period of Service stated in this Agreement, CITY and CONTRACTOR will agree to an equitable adjustment of the compensation, Period of Services or both and will reflect such adjustment in a change order. All change orders shall be in writing, approved by CITY'S representative, and executed by the CITY prior to the CONTRACTOR performing any work pursuant to the change order. Any claim by the CONTRACTOR for such change or adjustment must be asserted within thirty (30) days of discovery.

ARTICLE 7 – LIABILITY AND INDEMNIFICATION

CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with this Agreement, caused in whole or in part by CONTRACTOR, its employees, agents, or sub-contractors, or caused by others for whom CONTRACTOR is liable, regardless of whether or not caused in part by any act or omission of CITY, its agencies, officials, officers, or employees.

ARTICLE 8 – INSURANCE

A. CONTRACTOR shall procure and maintain in effect throughout the duration of this Agreement insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, CONTRACTOR shall supply such insurance, if available, at CITY'S cost. Policies containing a Self-Insured Retention are unacceptable to CITY.

1. Workers' Compensation and Employers' Liability Insurance. This insurance shall protect CONTRACTOR against all claims under applicable state workers' compensation laws, including coverage as necessary for the benefits provided under the United States Longshoremen's and Harbor Workers' Act and the Jones Act. CONTRACTOR shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of workers' compensation laws. This policy shall include an "all states" or "other states" endorsement. The liability limits shall be not less than:

Workers' Compensation: Statutory
Employers' liability: 2,500,000 each occurrence

2. Commercial Automobile Liability Insurance. This insurance shall be occurrence type written in comprehensive form and shall protect CONTRACTOR, and OWNER, DESIGN PROFESSIONAL and Consultants as additional insureds, against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, either on or off the Project Site, whether they are owned, non-owned, or hired.

The liability limits shall be not less than: \$2,500,000

3. Commercial General Liability Insurance. This insurance shall be occurrence type written in comprehensive form acceptable to OWNER. This insurance shall protect CONTRACTOR, and OWNER, DESIGN PROFESSIONAL and Consultants as additional insureds, against claims arising from injuries, sickness, disease, or death of any person or damage to property arising out of performance of the Work. The policy shall also include coverage for personal injury liability; contractual liability; completed operations and products liability; and for blasting, explosion, and collapse of buildings; and damage to underground property. The liability limits for bodily injury and property damage shall be not less than:

\$2,500,000 combined single limit for each occurrence
\$2,500,000 general aggregate.

4. CONTRACTOR shall obtain evidence that all Subcontractors have in force general, automobile, and employer's and workers' compensation liability insurance in the amounts required by these Contract Documents, and evidence that each is current on its unemployment insurance payments before Subcontractors begin Work at the Site. CONTRACTOR shall retain such evidence in its files and make available to OWNER within ten (10) days after written request.

5. The insurer's costs of providing the insureds a defense and appeal as additional insureds, including attorney's fees, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's separate responsibility.

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to CITY, ten (10) days in the event of nonpayment of premium. The Workers' Compensation and Employers' Liability, Commercial General Liability, and Automobile Liability

specified above shall provide that CITY and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. **CONTRACTOR SHALL PROVIDE TO CITY PRIOR TO THE EXECUTION OF THIS AGREEMENT A CERTIFICATE OF INSURANCE SHOWING ALL REQUIRED COVERAGES, ENDORSEMENTS, ADDITIONAL INSURED, AND COMPLIANCE WITH THE TERMS OF THIS ARTICLE 8.** The certificate shall be on a form acceptable to CITY.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

D. Regardless of any approval by CITY, it is the responsibility of CONTRACTOR to maintain the required insurance coverage in force at all times; CONTRACTOR'S failure to do so will not relieve CONTRACTOR of any contractual obligation or responsibility. In the event of CONTRACTOR'S failure to maintain the required insurance in effect, CITY may order CONTRACTOR to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

E. Should the CONTRACTOR hire a sub-contractor for performance of services hereunder, said sub-contractor shall maintain at least the same minimum insurance amounts and terms listed above.

ARTICLE 9 – EXCESSIVE UNEMPLOYMENT

Pursuant to R.S.Mo. §§ 290.550 to 290.580 ("Excessive Unemployment Act"), only Missouri laborers and laborers from nonrestrictive states are allowed to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. Where applicable in its provision of services under this Agreement, CONTRACTOR and its sub-contractors shall comply with the Excessive Unemployment Act.

ARTICLE 10 – EXCUSABLE DELAYS IN PERFORMANCE

Notwithstanding any provisions of this Agreement to the contrary, performance by CONTRACTOR shall not be deemed to be in default where delays in its performance hereunder is due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, unusually severe weather, acts or failure to act of the CITY or of any other governmental agency or entity, or any other causes beyond the control or without the fault of CONTRACTOR. With the approval of the CITY, the time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes. All extensions hereunder shall be effective only if approved by the CITY in writing, which approval shall not be arbitrarily or unreasonably withheld, it being understood that CONTRACTOR is entitled to such reasonable extensions upon presentation of documentation of the periods of such delays.

ARTICLE 11 – TERMINATION

CITY may terminate or suspend performance of this Agreement for CITY'S convenience upon thirty (30) days' written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services on a schedule acceptable to CITY, as set forth in such written notice. If termination or suspension is for CITY'S convenience, CITY shall pay CONTRACTOR for all services performed through the date of the termination or suspension. In the event of a suspension of services pursuant to the CITY's notice, upon the restart of CONTRACTOR services by notice of the CITY, an equitable adjustment shall be made to CONTRACTOR'S compensation.

This Agreement may be terminated by either Party upon written notice in the event of substantial failure by the other Party to perform in accordance with the terms of this Agreement. The non-performing Party shall have ten (10) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other Party. In the event the non-performing Party fails to cure its failure to perform, the other Party may terminate this Agreement, withhold payment or invoke any other legal or equitable remedy. In the event that funding for the Agreement is discontinued, CITY shall have the right to terminate this Agreement immediately upon written notice to CONTRACTOR, and CONTRACTOR shall have no claim against the CITY, for damages or otherwise, based upon such termination.

ARTICLE 12- SEVERABILITY

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provision of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 13 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of CITY's and CONTRACTOR'S respective permitted successors and assigns.

ARTICLE 14 – ASSIGNMENT

CONTRACTOR shall not assign any rights or duties under this Agreement without the prior written consent of the CITY, which consent shall be in the sole discretion of the CITY. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. If CONTRACTOR assigns or transfers any part of CONTRACTOR'S obligations under this Agreement without the prior written approval of CITY, such assignment or transfer shall constitute a material breach of this Agreement; provided, however, the Parties acknowledge that CONTRACTOR may subcontract up to twenty percent (20%) of the CONTRACTOR services described herein.

ARTICLE 15 – NO THIRD PARTY RIGHTS

This Agreement is made and entered into for the sole protection and benefit of CITY and CONTRACTOR and their permitted successors and assigns. No other person or entity shall have or acquire any right or action based upon any provisions of this Agreement.

ARTICLE 16 – INDEPENDENT CONTRACTORS

Each Party and each sub-contractor of CONTRACTOR shall perform its activities and duties hereunder only as an independent contractor. The Parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either Party the right or authority to make commitments of any kind for the

other. This Agreement shall not constitute, create or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

ARTICLE 17 – MODIFICATIONS/AMENDMENTS

CITY may at any time, by written modification or amendment and notice to CONTRACTOR, without notice to any surety, make changes or additions to the CONTRACTOR services to be provided hereunder, provided that the changes or additions are within the general scope of this Agreement. If any such change causes an increase or decrease in the compensation or period of service of this Agreement, the CONTRACTOR shall notify the appropriate CITY division Superintendent in writing immediately and an equitable adjustment will be made in the compensation or Period of Service or both, by written modification of this Agreement. Any claim by the CONTRACTOR for such adjustment must be asserted within thirty (30) days by the Parties after the CONTRACTOR'S receipt of notice of the modification or amendment. Nothing herein contained shall excuse the CONTRACTOR from proceeding with the Agreement as modified or amended.

ARTICLE 18 – EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex or national origin.

CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR commitment under this Article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

In the event of CONTRACTOR'S noncompliance with the non-discrimination clauses of this Agreement or with any of said rules, regulations, or orders, this Agreement, at the election of and in the sole discretion of the CITY, may be canceled, terminated or suspended in whole or in part, and CONTRACTOR may be declared ineligible for any further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

ARTICLE 19 – COMPLIANCE WITH LAWS

This Agreement shall be governed by the laws of the State of Missouri, notwithstanding the operation of any conflict or choice of law statutes or decisional law to the contrary. The CONTRACTOR shall also comply with all federal and local laws, ordinances and regulations applicable to the services described herein and shall procure all licenses and permits necessary for the fulfillment of obligations under this Agreement. For any dispute that may arise out of this

Agreement, the Parties agree that the proper jurisdiction and venue shall be the Circuit Court of Cass County, Missouri.

ARTICLE 20 – COMMUNICATIONS AND NOTICES

Any communication or notices required by this Agreement shall be made in writing by U.S. mail or email to one of the contacts specified below:

CONTRACTOR: Performance Contracting of Kansas, Inc.

CITY:

Michael Doi, Director of Public Works, 506 Main Street, Belton, MO 64012 or mdoi@belton.org

AND

Alexa Barton, City Manager, 506 Main Street, Belton, MO 64012 or abarton@belton.org

AND

Megan McGuire, City Attorney, 506 Main Street, Belton, MO 64012 or mmcguire@belton.org

Each Party shall have the right to specify that notice be addressed to any other address by giving to the other Party ten (10) days' written notice thereof. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing.

ARTICLE 21 – SEPARATE AGREEMENTS

CITY and CONTRACTOR each reserve the right to, from time to time, enter into other agreements for specific projects that are not contemplated under this Agreement. Provided that such agreements are separately approved in writing by the Parties, the terms and conditions of those agreements or contracts shall govern the implementation of the specific projects set forth therein.

ARTICLE 22 – SURVIVAL OF TERMS

The following Articles shall survive the expiration or termination of this Agreement for any reason: Compensation (if any payment obligations exist); Bond; Permits and Licenses; Liability and Indemnification; Insurance; Severability; Assignment; Independent Contractors; Compliance with Laws; Survival of Terms; CITY's Legislative Powers; Entire Agreement; Waiver.

ARTICLE 23 – CITY'S LEGISLATIVE POWERS

Notwithstanding any other provisions in this Agreement, nothing herein shall be deemed to usurp the governmental authority or police powers of CITY or to limit the legislative discretion of the City Council, and no action by the City Council in exercising its legislative authority shall be a default under this Agreement.

ARTICLE 24 – WAIVER

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

ARTICLE 25 – HEADINGS; CONSTRUCTION OF AGREEMENT

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

ARTICLE 26 – FEDERAL WORK AUTHORIZATION PROGRAM

In all contracts over \$5,000, when CONTRACTOR delivers the required copies of executed Agreements to CITY, CONTRACTOR shall also deliver to CITY an Affidavit of Enrollment in Federal Work Authorization Program stating CONTRACTOR is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and CONTRACTOR does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

CONTRACTOR shall comply with all requirements of RSMo § 292.675 and any Department of Labor and Industrial Relations rules or regulations promulgated thereunder, including but not limited to, CONTRACTOR shall require all on-site employees to complete a 10 hour Occupational Safety and Health Administration (OSHA) construction safety program for all on-site employees of CONTRACTOR and its sub-contractors which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program, or such employees must hold documentation of prior completion of the program. All on-site employees are required to complete the program within 60 days of beginning work on the PROJECT. CONTRACTOR shall forfeit as a penalty to CITY two thousand five hundred dollars plus one hundred dollars for each employee employed by the CONTRACTOR or sub-contractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until 20 days after employees are required to complete the construction safety program. CITY shall withhold and retain all sums and amounts due and owing as a result of any violation of this provision when making payments to the CONTRACTOR.

ARTICLE 27 – CONFLICT OF INTEREST

CONTRACTOR certifies that no officer or employee of CITY has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of CITY, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of CONTRACTOR in this Agreement.

ARTICLE 28 – PRICING

See attached 00410 Bid Form and Unit Rate Prices

ARTICLE 29 – PREVAILING WAGES

CONTRACTOR shall comply with the terms of the Prevailing Wage Act, R.S.Mo. § 290.230, where applicable in the provision of Services under this Agreement.

ARTICLE 30 - WARRANTY

- A. The CONTRACTOR shall provide to the CITY a warranty to include at a minimum, but not limited to the following:
- a. In addition to any other warranties in this Agreement, the CONTRACTOR warrants that all work and products supplied by the CONTRACTOR under this Agreement conforms to the Agreement requirements and is free from any defect in workmanship, equipment, material, or design furnished by the CONTRACTOR.
 - b. The CONTRACTOR shall remedy at the CONTRACTOR'S expense any non-conforming or defective products or work. In addition, the CONTRACTOR shall remedy at CONTRACTOR'S expense any damage to real or personal property owned by the CITY and or their CUSTOMERS when that damage is the result of a defect of products or service furnished.
 - c. This warranty shall continue for a period of one (1) year from date of acceptance of products and work by the CITY.
 - d. The CITY shall notify the CONTRACTOR within a reasonable time after the discovery of any failure, defect, or damage.
 - e. If the CONTRACTOR fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the CITY shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the CONTRACTOR'S expense.
 - f. This warranty shall not include failures attributable to accident, fire, or negligence on the part of operating personnel.
- B. With respect to all warranties, expressed or implied, from manufacturers or suppliers for materials furnished under this Agreement, the CONTRACTOR shall:
- a. Obtain all warranties that would be obtained in normal commercial practice.
 - b. Enforce all warranties for the benefit of the CITY.

ARTICLE 31 – TRANSPORTATION

CONTRACTOR shall be responsible for pickup and delivery of all CITY materials and parts required to perform the Services. All transportation of CITY materials and parts for work ordered under the Agreement shall be at the CONTRACTOR'S expense and risk.

ARTICLE 32 – WORK TIME

Time for Service labor will be actual time worked on the CITY's jobsite or CONTRACTOR'S shop to the nearest one-quarter (1/4) hour. Time will not be charged to the CITY for breakdowns, CONTRACTOR'S delays or servicing delays.

Work shall be performed between the hours of 7am to 4pm Monday through Friday excluding holidays.

ARTICLE 33 – CONTRACT DOCUMENTS

The Contract Documents, including any Addenda issued or Task Agreements entered into after execution of the agreement, comprise the entire Agreement between City and Contractor concerning the Work, consist of the following.

- 00120 Bidder's Affidavit
- 00130 Invitation to Bid
- 00140 Instructions to Bidders
- 00150 Operations Building Preparation and Painting Specifications
- 00160 Site Map
- 00410 Bid Form and Unit Rate Prices
- 00430 Bid Bond
- 00500 Minor Construction Service Agreement
- 00610 Performance and Maintenance Bond
- 00615 Payment Bond
- 00620 Insurance Certificate
- 00625 Affidavit of Enrollment in Federal Work Authorization and E-Verify
- 00630 Certificate of Owner's Attorney
- 00830 Missouri Prevailing Wage Info and Forms
- 00840 Annual Wage Order No. 24
- 00850 Missouri Revised Statutes and Code of State Regulations
- 00900 Missouri Project Exemption Certificate
- 00910 Request for Interpretation
- 00920 Change Order

**SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND
Performance Contracting of Kansas, Inc.**

This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date last written below.

Executed by Contractor this _____ day of _____, 20_____.

Executed by City this _____ day of _____, 20_____.

BELTON, MISSOURI

Address and facsimile number of City
Department:
Public Works Department
City Hall Annex
520 Main Street
Belton, MO 64012

CONTRACTOR

Address and facsimile number of
Contractor:
Performance Contracting of Kansas, Inc.
11145 Thompson Avenue
Lenexa, Kansas 66219
913-928-2881

By: _____

By: _____

Printed Name: Jeff Davis

Printed Name: _____

Title: Mayor

Title: _____

Attested By: _____

Attested By: _____

Printed Name: Patti Ledford

Printed Name: _____

Title: City Clerk
(Affix City Seal)

Title: _____
(Affix Corporate Seal, if applicable)

Approved as to form:

Megan McGuire, City Attorney, City of Belton, Missouri (date)

SECTION VIII

E

AN ORDINANCE AMENDING ORDINANCE NO. 2015-4102 AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$13,977,000 PRINCIPAL AMOUNT OF SEWERAGE SYSTEM REVENUE BONDS (STATE OF MISSOURI – DIRECT LOAN PROGRAM) SERIES 2015 OF THE CITY OF BELTON, MISSOURI.

WHEREAS, pursuant to Ordinance No. 2015-4102 passed by the City Council on May 26, 2015, the City authorized the issuance of not to exceed \$13,977,000 principal amount of Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program) Series 2015 (the “Bonds”); and

WHEREAS, the City Council hereby finds it necessary, desirable and in the best interest of the City to amend certain provisions of Ordinance No. 2015-4102.

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

Section 1. Section 101 of Ordinance No. 2015-4102 is hereby amended by deleting the existing definition of “Administrative Fee” and inserting the following in substitution thereof:

“Administrative Fee” means (a) for the period from the Closing Date to December 31, 2017, the semiannual administrative fee of DNR equal to 0.50% of the aggregate amount of the Bonds Outstanding as of each Administrative Fee Calculation Date and (b) for the period from January 1, 2018 and thereafter, the semiannual administrative fee of DNR equal to 0.25% of the aggregate amount of the Bonds Outstanding as of each Administrative Fee Calculation Date (including the final maturity date of the Bonds) payable to the Paying Agent within 30 days after the City’s receipt of a statement from the Paying Agent for deposit to the Administrative Expense Fund and subsequent transfers to DNR as described in Section 9 of the Escrow Agreement.

Section 2. Except as otherwise amended by this Ordinance, all provisions of Ordinance No. 2015-4102 are hereby ratified, approved and confirmed.

Section 3. This Ordinance shall be in full force and effect immediately after its adoption by the City Council and approval by the Mayor.

READ FOR THE FIRST TIME: November 14, 2017

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

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 that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 14th of November, 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

NOTICE OF MEETING

Public notice is hereby given that a meeting of the City Council of the City of Belton, Missouri, will be held at the City Hall Annex Council Chambers, 520 Main Street, in the City of Belton, Missouri, on _____, 2017, at _____ .m., to consider and act upon the matters on the following tentative agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.

1. AN ORDINANCE AMENDING ORDINANCE NO. 2015-4102 AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$13,977,000 PRINCIPAL AMOUNT OF SEWERAGE SYSTEM REVENUE BONDS (STATE OF MISSOURI – DIRECT LOAN PROGRAM) SERIES 2015 OF THE CITY OF BELTON, MISSOURI.
2. Other matters.

Copies of all ordinances proposed to be introduced for consideration by the City Council at the meeting are available for public inspection at the office of the City Clerk.

The meeting will be open to the public.

DATED: _____, 2017.

PATTI LEDFORD
City Clerk

CERTIFICATE REGARDING NOTICE OF MEETING

I, the undersigned, certify that (1) the attached notice of meeting of the City Council of the City of Belton, Missouri, held on _____, 2017, was posted at least 24 hours (excluding weekends and holidays) prior to the commencement of the meeting on a bulletin board or other prominent place which is easily accessible to the public and clearly designated for posting notices at the principal office and meeting place of the City Council, and was made available at least 24 hours (excluding weekends and holidays) prior to the commencement of said meeting to any representative of the news media who requested notice of the meeting, and (2) copies of all proposed ordinances introduced for consideration by the City Council at said meeting were made available for public inspection at the office of the City Clerk prior to the time of said meeting.

Dated: _____, 2017.

City Clerk

EXCERPT OF MINUTES OF MEETING

The City Council of the City of Belton, Missouri, met on _____, 2017, at _____ .m. at the City Hall Annex Council Chambers, 520 Main Street, in the City of Belton, Missouri. The following officers were present or absent as indicated:

<u>Name/Title</u>	<u>Present/Absent</u>
Jeff Davis, Mayor	_____
Ryan Finn, Councilmember	_____
Jeff Fletcher, Councilmember	_____
Chet Trutzel, Councilmember	_____
Dean VanWinkle, Councilmember	_____
Lorrie Peek, Councilmember	_____
Robert Newell, Councilmember	_____
Gary Lathrop, Councilmember	_____
Tim Savage, Councilmember	_____
Patti Ledford, City Clerk	_____

The Mayor declared that a quorum was present and called the meeting to order.

* * * * (Other Proceedings) * * * *

The matter of amending Ordinance No. 2015-4102 came on for consideration. Bill No. _____, was introduced being for an ordinance entitled as follows:

AN ORDINANCE AMENDING ORDINANCE NO. 2015-4102 AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$13,977,000 PRINCIPAL AMOUNT OF SEWERAGE SYSTEM REVENUE BONDS (STATE OF MISSOURI – DIRECT LOAN PROGRAM) SERIES 2015 OF THE CITY OF BELTON, MISSOURI.

The City Clerk reported that copies of the proposed ordinance had been available for public inspection prior to the time the Bill was introduced and under consideration by the City Council.

On motion duly made and seconded, the Bill was read by title by the City Clerk, considered and discussed. Thereupon, the question was put to a roll call vote, and the vote thereon was as follows:

Aye: _____

Nay: _____

The Mayor declared the Bill duly passed and the Bill was then duly numbered Ordinance No. _____, and was signed and approved by the Mayor and attested by the City Clerk.

* * * * (Other Proceedings) * * * *

[Remainder of page intentionally blank.]

There being no other business to come before the meeting, on motion duly made, seconded, and carried, the meeting was adjourned.

(Seal)

City Clerk

[FORM OF OPINION OF PROGRAM BOND COUNSEL]

_____, 2017

City of Belton, Missouri

Missouri Department of Natural Resources
Jefferson City, Missouri

UMB Bank, N.A., as Paying Agent
St. Louis, Missouri

Re: Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program) Series
2015 of the City of Belton, Missouri

Ladies and Gentlemen:

The above-captioned bonds (the “Bonds”) have been issued pursuant to Ordinance No. 2015-4102 (the “Bond Ordinance”) adopted on May 26, 2015 by the City Council of City of Belton, Missouri (the “City”). *Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Bond Ordinance.*

On _____, 2017, the City Council of the City, with the consent of the Missouri Department of Natural Resources, approved Ordinance No. _____ (the “Amending Ordinance”) amending the Bond Ordinance to provide for the reduction of the semiannual administrative fee of the Missouri Department of Natural Resources charged in connection with the Bonds. Section 1101 of the Bond Ordinance provides that before any amendment to the Bond Ordinance becomes effective there shall have been delivered to the Owners and the Paying Agent an opinion of Bond Counsel stating that the amendment is permitted by the Bond Ordinance and the Act, complies with their respective terms and is valid and binding upon the City in accordance with its terms.

We have examined the Bond Ordinance, the Amending Ordinance, and such other certificates and proceedings as we deem appropriate in connection with this opinion, including the written consent of the Missouri Department of Natural Resources. Based upon the foregoing, we are of the opinion as of the date hereof that the amendment of the Bond Ordinance by the Amending Ordinance is permitted by the Bond Ordinance and the Act complies with their respective terms, and the Bond Ordinance, as amended by the Amending Ordinance, will be valid and binding upon the City in accordance with its terms.

This opinion is limited solely to the matters set forth herein and no other opinion is to be inferred or implied from this opinion. This opinion may not be used or relied upon by or published or communicated to any other party for any purpose whatsoever without our prior written approval in each instance.

Very truly yours,

SWC/mas

Direct Loan Amortization (Level Debt) Belton, C295712-01 - August 2017
Based on interest rate of 1.35%

Loan Statistics

Principal Amount:	13,977,000	Day-count Method	30/360	Denomination	\$	100
Interest Rate:	1.35%			Prin. Prmts/Yr		2
Dated Date:	6/3/2015			Total Prin.Prmts		39
Issue Date:	6/3/2015					
First Interest Payment Date	1/1/2016					
First Principal Payment Date	7/1/2017					
Last Payment	7/1/2036	Annual Admin Fee	0.50% Effective 1/1/18			
		Annual Admin Fee	1.00% Prior to 1/1/18			

Payment Date	Payment Number	Interest	Principal	Total P & I	Annual Payment	Principal Balance	Admin Fee	Total P&I + Admin Fee	Annual Outlay
6/3/15						13,977,000.00			
1/1/16		8,579.43		8,579.43		13,977,000.00		8,579.43	
7/1/16		26,909.98		26,909.98	35,489.41	13,977,000.00		26,909.98	35,489.41
1/1/17		55,869.38		55,869.38		13,977,000.00		55,869.38	
7/1/17	1	81,800.18	287,000.00	368,800.18	424,669.56	13,690,000.00	63,085.23	431,885.41	487,754.79
1/1/18	2	92,407.50	290,000.00	382,407.50		13,400,000.00	34,225.00	416,632.50	
7/1/18	3	90,450.00	294,000.00	384,450.00	766,857.50	13,106,000.00	33,500.00	417,950.00	834,582.50
1/1/19	4	88,465.50	297,000.00	385,465.50		12,809,000.00	32,765.00	418,230.50	
7/1/19	5	86,460.75	300,000.00	386,460.75	771,926.25	12,509,000.00	32,022.50	418,483.25	836,713.75
1/1/20	6	84,435.75	304,000.00	388,435.75		12,205,000.00	31,272.50	419,708.25	
7/1/20	7	82,383.75	307,000.00	389,383.75	777,819.50	11,898,000.00	30,512.50	419,896.25	839,804.50
1/1/21	8	80,311.50	311,000.00	391,311.50		11,587,000.00	29,745.00	421,056.50	
7/1/21	9	78,212.25	314,000.00	392,212.25	783,523.75	11,273,000.00	28,967.50	421,179.75	842,236.25
1/1/22	10	76,092.75	318,000.00	394,092.75		10,955,000.00	28,182.50	422,275.25	
7/1/22	11	73,946.25	321,000.00	394,946.25	789,039.00	10,634,000.00	27,387.50	422,333.75	844,609.00
1/1/23	12	71,779.50	325,000.00	396,779.50		10,309,000.00	26,585.00	423,364.50	
7/1/23	13	69,585.75	329,000.00	398,585.75	795,365.25	9,980,000.00	25,772.50	424,358.25	847,722.75
1/1/24	14	67,365.00	332,000.00	399,365.00		9,648,000.00	24,950.00	424,315.00	
7/1/24	15	65,124.00	336,000.00	401,124.00	800,489.00	9,312,000.00	24,120.00	425,244.00	849,559.00
1/1/25	16	62,856.00	340,000.00	402,856.00		8,972,000.00	23,280.00	426,136.00	
7/1/25	17	60,561.00	344,000.00	404,561.00	807,417.00	8,628,000.00	22,430.00	426,991.00	853,127.00
1/1/26	18	58,239.00	348,000.00	406,239.00		8,280,000.00	21,570.00	427,809.00	
7/1/26	19	55,890.00	352,000.00	407,890.00	814,129.00	7,928,000.00	20,700.00	428,590.00	856,399.00
1/1/27	20	53,514.00	356,000.00	409,514.00		7,572,000.00	19,820.00	429,334.00	
7/1/27	21	51,111.00	360,000.00	411,111.00	820,625.00	7,212,000.00	18,930.00	430,041.00	859,375.00
1/1/28	22	48,681.00	364,000.00	412,681.00		6,848,000.00	18,030.00	430,711.00	
7/1/28	23	46,224.00	368,000.00	414,224.00	826,905.00	6,480,000.00	17,120.00	431,344.00	862,055.00
1/1/29	24	43,740.00	372,000.00	415,740.00		6,108,000.00	16,200.00	431,940.00	
7/1/29	25	41,229.00	376,000.00	417,229.00	832,969.00	5,732,000.00	15,270.00	432,499.00	864,439.00
1/1/30	26	38,691.00	380,000.00	418,691.00		5,352,000.00	14,330.00	433,021.00	
7/1/30	27	36,126.00	385,000.00	421,126.00	839,817.00	4,967,000.00	13,380.00	434,506.00	867,527.00
1/1/31	28	33,527.25	389,000.00	422,527.25		4,578,000.00	12,417.50	434,944.75	
7/1/31	29	30,901.50	393,000.00	423,901.50	846,428.75	4,185,000.00	11,445.00	435,346.50	870,291.25
1/1/32	30	28,248.75	398,000.00	426,248.75		3,787,000.00	10,462.50	436,711.25	
7/1/32	31	25,562.25	402,000.00	427,562.25	853,811.00	3,385,000.00	9,467.50	437,029.75	873,741.00
1/1/33	32	22,848.75	407,000.00	429,848.75		2,978,000.00	8,462.50	438,311.25	
7/1/33	33	20,101.50	411,000.00	431,101.50	860,950.25	2,567,000.00	7,445.00	438,546.50	876,857.75
1/1/34	34	17,327.25	416,000.00	433,327.25		2,151,000.00	6,417.50	439,744.75	
7/1/34	35	14,519.25	421,000.00	435,519.25	868,846.50	1,730,000.00	5,377.50	440,896.75	880,641.50
1/1/35	36	11,677.50	426,000.00	437,677.50		1,304,000.00	4,325.00	442,002.50	
7/1/35	37	8,802.00	430,000.00	438,802.00	876,479.50	874,000.00	3,260.00	442,062.00	884,064.50
1/1/36	38	5,899.50	435,000.00	440,899.50		439,000.00	2,185.00	443,084.50	
7/1/36	39	2,983.25	439,000.00	441,983.25	882,862.75	-	1,097.50	443,080.75	886,145.25
		2,099,419.97	13,977,000.00	16,076,419.97			776,515.23	16,852,935.20	16,852,935.20

Loan Amount \$ 13,977,000.00

Average annual payment	822,094.40
Monthly payment	68,507.87

SECTION IX

A

R2017-49

A RESOLUTION APPROVING TASK AGREEMENT #2017-5 WITH WIEDENMANN, INC. TO MAKE PUBLIC STORM PIPE REPAIRS AND ADDITIONS BETWEEN 201 AND 203 DAWN AVENUE IN THE AMOUNT OF \$21,364.00 WITH A 20% CONTINGENCY TOTALING \$25,637.00.

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

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

WHEREAS, on September 23, 2014 under Ordinance No. 2014-4041, the City Council approved an On-Call Professional Services Agreement with Wiedenmann and Godfrey Construction, Inc.; and

WHEREAS, on February 28, 2017 under Ordinance No. 2017-4317, the City Council approved Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Wiedenmann, Inc.; and

WHEREAS, during recent severe storms, damage was caused to multiple areas of the City's storm water collection and conveyance system. One of these locations is between 201 and 203 Dawn Avenue. Broken/separated and deficient public storm sewer piping installed in locations not shown on the plans were found in the rear yards of properties along the east side of Dawn Avenue for which repairs would be required to ensure a fully functional storm sewer system; and

WHEREAS, bids were requested and submitted from the three contractors the City has through Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services: Precision Construction (\$29,249.73), Pyramid Excavation & Construction, Inc., and Contracting, LLC (\$24,677.00), and Wiedenmann, Inc. (\$21,364.00). Wiedenmann, Inc. submitted the lowest bid. A 20% contingency was added to the price to cover unforeseen issues; and

WHEREAS, funding for this project will come from a portion of the 2010 Stormwater GO Bonds approved by City Council on October 10, 2017 by Ordinance No. 2017-4390; and

WHEREAS, this task agreement is necessary to make storm sewer piping repairs between 201 and 203 Dawn Avenue; and

WHEREAS, the amount of Task Agreement 2017-5 is \$21,364.00 with an added 20% contingency totaling \$25,637.00.

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

SECTION 1. That this resolution approving Task Agreement #2017-5 with Wiedenmann, Inc. to make storm sewer pipe repairs between 201 and 203 Dawn Avenue in the amount of \$21,364.00 with a 20% contingency totaling \$25,637.00 is hereby approved for purposes described above.

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

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

Duly read and passed this 14th day of November, 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 14th day of November, 2017, and adopted at a regular meeting of the City Council held the 14th day of November, 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: November 14, 2017

DIVISION: Transportation

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

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

ISSUE/RECOMMENDATION:

The recent severe storms caused damage to the City’s storm water collection and conveyance system in multiple areas of the City. One of these locations is between 201 & 203 Dawn Avenue. Broken/separated and deficient storm sewer piping installed in locations not shown on the plans were found in the rear yards of properties along the east side of Dawn Avenue for which repairs would be required to ensure a fully functional storm sewer system.

Using the Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater and Stormwater Services, a bid was received from each of the three On-Call Contractors: Precision (\$29,249.73), Pyramid (\$24,677.00), and Wiedenmann (\$21,364.00) for the repair of the storm sewer system in the rear yards of properties along the east side of Dawn Avenue. Wiedenmann was the low bidder for this project. A 20% contingency was added to cover any unforeseen issues.

PROPOSED CITY COUNCIL MOTION:

Approve a resolution for Task Agreement No. 2017-5 with Wiedenmann, Inc. to make public storm water pipe repairs and additions between 201 and 203 Dawn Avenue in the amount of \$ 21,364.00 with a 20% contingency totaling \$25,637.00.

BACKGROUND:

The recent severe storms caused damage to the City’s storm water collection and conveyance system in multiple areas of the city. While researching the storm water issue along Dawn Avenue, the following was discovered: 1) the subdivision and storm sewer system was constructed on or about 1991; 2) a section of 18” CMP storm sewer was originally planned to run along the property line between 201 Dawn and 203 Dawn directly to a creek. While investigating a complaint of broken sewer piping, staff discovered the 18” storm sewer was realigned ninety degrees with deficient plastic pipe to run along the rear yards of properties along the east side of Dawn Avenue, presumably to avoid an electric utility transformer (see exhibit 1 for a depiction of the storm sewer issue); 3) there are no records detailing a change in material or location stated on the as-built plans; and 4) the deficient drain pipe has leaks in numerous locations (to be removed/repared separately after the completion of the installation of the 18” CMP storm sewer repair as originally planned).

Using the Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater and Stormwater Services, a bid was received from each of the three On-Call Contractors: Precision (\$29,249.73), Pyramid (\$24,677.00), and Wiedenmann (\$21,364.00) for the repair of the storm sewer system in the rear yards of properties along the east side of Dawn Avenue. Wiedenmann was the low bidder for this project. Staff is requesting approval to proceed with the repairs between 201 and 203 Dawn Avenue.

Unfortunately, the cost for the repairs exceeded the current funding; therefore, staff had to find additional funding resources before proceeding with the repairs. A decision was made to recommend that the City Council approve the reallocation of a portion of the 2010 Stormwater GO Bonds. The bond reallocation was approved by the City Council on October 10, 2017 by Ordinance No. 2017-4390 that provided funds to make the repairs.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:		Wiedenmann, Inc.
Amount of Request/Contract:	\$	21,364.00 + 20% Contingency (\$4,273.00) = \$25,637.00
Amount Budgeted:	\$	
Funding Source:		Stormwater Project Funds
Additional Funds:	\$	
Funding Source:		
Encumbered:	\$	
Funds Remaining:	\$	

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution for Task Agreement No. 2017-5 with Wiedenmann, Inc. to make public storm water pipe repairs and additions between 201 and 203 Dawn Avenue in the amount of \$ 21,364.00 with a 20% contingency totaling \$25,637.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Task Agreement 2017-5 with Wiedenmann, Inc. including Scope of Work and Work Area Map
- Precision Construction & Contracting, LLC Bid
- Pyramid Excavation & Construction, Inc. Bid
- Wiedenmann, Inc. Bid
- Exhibit 1 – Depiction of Storm Sewer Issue on Dawn Avenue



PUBLIC WORKS
City of Belton – Public Works
Task Agreement

Contract:

Ordinance or Resolution:	Task Agreement No: 2017-5	Funding Amount: \$21,364.00 Date of Schedule of Hourly Rates and Expenses: N/A Purchase Order No: N/A
--------------------------	---------------------------	---

Project Title: Dawn Avenue Stormwater Repairs

Contractor/Consultant (including subs): Wiedenmann, Inc.	Division and Staff Project Manager: Transportation/Monte Johnson
--	--

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

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

Staff Signatures		Partner Signatures	
Director of Public Works: Michael K. Doi	City Manager: Alexa Barton	Project Manager:	Company Principal (if different):
Signature: _____	Signature: _____	Signature: _____	Signature: _____
Date: _____	Date: _____	Date: _____	Date: _____

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

Report(s) Received:

Work on File:

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

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

201-203 Dawn Avenue Storm Pipe – Scope of Work for Bid

- Install approximately 50' of 18" CMP with Band/Concrete Collar from tie-in point (exist pipe/new pipe) and an Flared End Section with Toe-Wall in stream bank.
- Install Rip-Rap MODOT Type 4 from End Section Toe-Wall area to creek bottom (16' x 30') 54 SY.
- Remove and replace all affected fencing.
- Sod all affected areas due to repairs made.
- Ensure all materials are removed and disposed of from the project site.
- Provide a start to completion schedule for this scope of work.
- Ensure the City of Belton, Design and Construction Manual is followed throughout your scope of work for this project.

Note: While/when you visit this site, ensure you notice the electrical box and phone pedestal in which you will be digging under to install new pipe. There are power and phone utilities in this area.

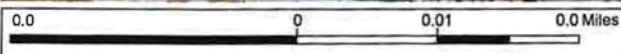
Attachment notes: **The yellow colored pipe alignment is not correct regarding location or length of pipe!!!!!!** The blue dotted box from the curb inlet to the large blue dot is the existing 18" CMP. The blue dotted box from the large blue dot to the stream bank will be the approximate 50' of new 18" CMP installed.

Belton, MO



- Legend**
- Storm Inlet
 - Storm Manhole
 - Storm Outlet
 - Storm Structure
 - Storm Inlet Private
 - Storm Outlet Private
 - Storm Sewer Private
 - Detention Basin - Private
 - Detention Basin - Public
 - Storm Outfall
 - Storm Sewer
 - Watershed - Storm
 - Water Quality BMP
 - Stormceptor
 - Water Quality BMP
 - Street
 - Parcel
 - Subdivision
 - Parks
 - Cemetery
 - Building Footprint Basemap
 - Parcel Basemap
 - Boundary Basemap

Notes



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
 THIS MAP IS NOT TO BE USED FOR NAVIGATION



P.O. Box 320 Lone Jack, MO 64070, 1-855-697-4194

BID SHEET

201 - 203 Dawn Ave, Belton MO

PREVAILING WAGE: Y

City of Belton

TAX EXEMPT: Y

BID DATE: NA

TIME: NA

DATE PREPARED: 10/9/2017

JOB LOCATION: Belton MO

PREPARED BY: EJS

S.No.	Work to be performed	Measure	Unit	Unit Price	Total
1	R/R 50' of 18" CMP, Install Flared End Section, Install Rip Rap, R/R Fence, Install Sod (No Water)	1	LS		
2				TOTAL	\$29,249.73

ADDENDUM 0 acknowledged.

Exclusions:

- The conditions set forth will become a part of any subcontract
- Any relocation, demolition, or disconnection of existing utilities
- Any survey layout, testing, or other engineering services
- Any excavation of rock
- Any handling of hazardous material
- Any undercutting of sub grade where unsuitable material exists
- Any conditioning or stabilization of sub grade other than scarifying and recompacting soils
- Any export or import of materials unless noted above
- Any traffic control installation unless listed on this bid
- Any seed/sod installation and/or maintenance unless listed on this bid
- Any erosion control/swppp installation and inspection unless listed on this bid
- Any bonds or permits

Special Project Exclusions:

- LIST ANY AND ALL EXCLUSIONS FOR THIS BID
- Any watering of sod
- Bid based off google earth image
- Price subject to change if re-design is needed in visit electrical and phone

PAYMENT TO BE MADE AS FOLLOWS: Monthly

All work to be completed in workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, & will become an extra charge over & above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our work shall be completed with no more than one mobilization
WORK WILL NOT START WITHOUT A SIGNED PROPOSAL

Note: This proposal may be withdrawn by us if not accepted within : 10 days

EJS

Authorized Signature FOR: Precision Construction & Contracting

Acceptance of Proposal FOR: City of Belton

The above prices, specification, and conditions are satisfactory and are hereby accepted.

You are authorized to so work as specified. Payment will be made as outlined above. Estimates due in net 10 days.

1 1/2% per month will be added to any unpaid invoices. Failure to pay, if attorney fees and/or court cost accrue you will be responsible.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, R.S.M.S. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR LIEN WAIVERS FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.



11102 Hickman Mills Drive • Kansas City, Missouri 64134

Ph. (816)765-4464 • Fax (816)765-4467

October 13, 2017

City of Belton, Missouri
Attn: Monte Johnson
Belton City Hall, 506 Main Street
Belton, Mo 64012

Mr. Johnson,

Job: 201-203 Dawn Ave. Storm Pipe Repair

Pyramid Excavation & Construction, Inc. is pleased to quote the Dawn Ave. as described below for the price of \$ 24,677.00

201-203 Dawn Ave. Storm Pipe – Scope of work for bid

Install approximately 50' of 18" CMP with Band/Concrete Collar from tie-in point (exist pipe/new pipe) and an Flared End Section with Toe-Wall in stream bank.

Install Rip-Rap MODOT Type 4 from End Section Toe-Wall area to creek bottom (16' x 30') 54 SY.

Remove and replace all affected fencing.

Sod all affected areas due to repairs made.

Ensure all materials are removed and disposed of from the project site.

Provide a start to completion schedule for this scope of work.

Ensure the City of Belton, Design and Construction Manual is followed throughout your scope of work for this project.

Note: While/when you visit this site, ensure you notice the electrical box and phone pedestal in which you will be digging under to install new pipe. There are power and phone utilities in this area.

Attachment notes: **The yellow colored pipe alignment is not correct regarding location or length of pipe!!!!!!** The blue dotted box from the curb inlet to the large blue dot is the existing 18" CMP. The blue dotted box from the large blue dot to the stream bank will be the approximate 50' of new 18" CMP installed.

This job will take 5 days to complete.

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

Sincerely,

Hank Cunningham

Hank Cunningham

Pyramid Excavation & Construction Inc.

WIEDENMANN, INC.

950 N. Scott / PO BOX 245 - Belton, MO 64012 - 816-322-1125 / Fax 816-322-1126 - general@wiedenmanninc.com

October 10, 2017

City of Belton, MO
506 Main St
Belton, MO 64012
Attn: Monte Johnson

Re: Dawn Avenue Storm Sewer

Dear Monte,

Pursuant to the October 2, 2017 email and our site visit of 10-6-17, we offer our bid to perform this work for the storm sewer installation that runs between 201 and 203 Dawn Avenue.

Our price includes: Connection to the existing pipe, furnish and install 50lf of 18" CMP pipe, furnish and install one (1) flared end section with concrete toe wall, furnish and install 54sy of MODOT Type 4 Rip Rap one-foot depth, remove and reinstall existing fence and restoration with commercial sod.

TWENTY-ONE THOUSAND THREE HUNDRED SIXTY-FOUR DOLLARS

\$21,364.00

Our price excludes: Rock excavation, property access fees, special insurance and bonds. This quote will be made part of our contract and will take precedence over conflicting terms and conditions.

This work will take five working days and can be constructed this fall or early winter. We can place this project into our production schedule with receipt of executed contract and tax-exempt certificate.

Thank you for the opportunity to price this work. Please call if you have questions or need further clarification.

Sincerely,
Wiedenmann, Inc.

Patti Hendrickson

EXHIBIT 1 – DEPICTION OF STORM SEWER ISSUE ON DAWN AVENUE



SECTION IX

B

R2017-50

A RESOLUTION AMENDING THE COMPREHENSIVE CITY PLAN OF THE CITY OF BELTON, MISSOURI TO INCLUDE AN UPDATED FUTURE LAND USE MAP REFLECTING THE NORTH SCOTT CORRIDOR OVERLAY DISTRICT.

WHEREAS, the City of Belton (“City”) has a duly constituted Planning Commission as required by law; and

WHEREAS, the Planning Commission has caused a Comprehensive City Plan to be prepared by the City; and

WHEREAS, the Comprehensive City Plan was adopted by the Planning Commission and Governing Body in 1992; and

WHEREAS, the City wishes to update the Future Land Use Map contained within the Comprehensive City Plan herein attached and incorporated as **Exhibit A**; and

WHEREAS, a public hearing was held by the Planning Commission on October 16, 2017 to discuss the Comprehensive City Plan and updated Future Land Use map reflecting the North Scott Overlay District and to discuss the establishment of the North Scott Overlay District Design Guidelines; and

WHEREAS, proper notice of the public hearing was published in at least one newspaper having general circulation in the City, fifteen days in advance of the public hearing, identifying the time and place of said hearing; and

WHEREAS, on October 16, 2017 the Planning Commission approved the Resolution to adopt the Comprehensive City Plan, as amended with the addition of the updated Future Land Use Map to reflect the North Scott Corridor Overlay District and the establish the North Scott Overlay District Design Guidelines. The Planning Commission Resolution is herein attached and incorporated as **Exhibit B**.

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

Section 1. That the Comprehensive City Plan is hereby amended with the addition of the updated Future Land Use Map herein attached and incorporated as **Exhibit A**.

Section 2. This resolution shall be in full force and effect from and after its passage and approval by the City Council.

Duly read and passed this 14th day of November, 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 14th day of November, 2017, and adopted at a regular meeting of the City Council held the 14th day of November, 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: November 14, 2017

DIVISION: Planning and Building Department

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: Authorize a Resolution amending the Comprehensive City Plan of the City of Belton to include an updated Future Land Use Map reflecting the North Scott Corridor Overlay District.

PROPOSED CITY COUNCIL MOTION: Approval of the attached Resolution amending the Future Land Use Map of the Comprehensive Plan.

BACKGROUND: The North Scott Corridor Overlay District + Guidelines includes a Future Land Use Map that defines the boundaries of the overlay district, and provides areas of future land uses in the North Scott corridor. These land use designation include medium-high density residential, retail, flex-industrial and areas for consideration for future open space.

As part of the adoption of the North Scott Overlay District + Guidelines, the land use map has to be adopted and included with the Comprehensive Plan to give the overlay district boundaries and land use designations standing for implementation.

IMPACT/ANALYSIS: The proposed amendment will add the future land use map of the North Scott Corridor Overlay District + Guidelines to the Comprehensive Plan, providing a land use map for guidance in implementing the provisions of the North Scott Corridor Overlay District + Guidelines.

STAFF RECOMMENDATION, ACTION, AND DATE: Staff recommends approval of the attached Resolution.

LIST OF REFERENCE DOCUMENTS ATTACHED: City Council Resolution, Future Land Use Map and Planning Commission Resolution in support of the Comprehensive Plan amendment.

EXHIBIT A

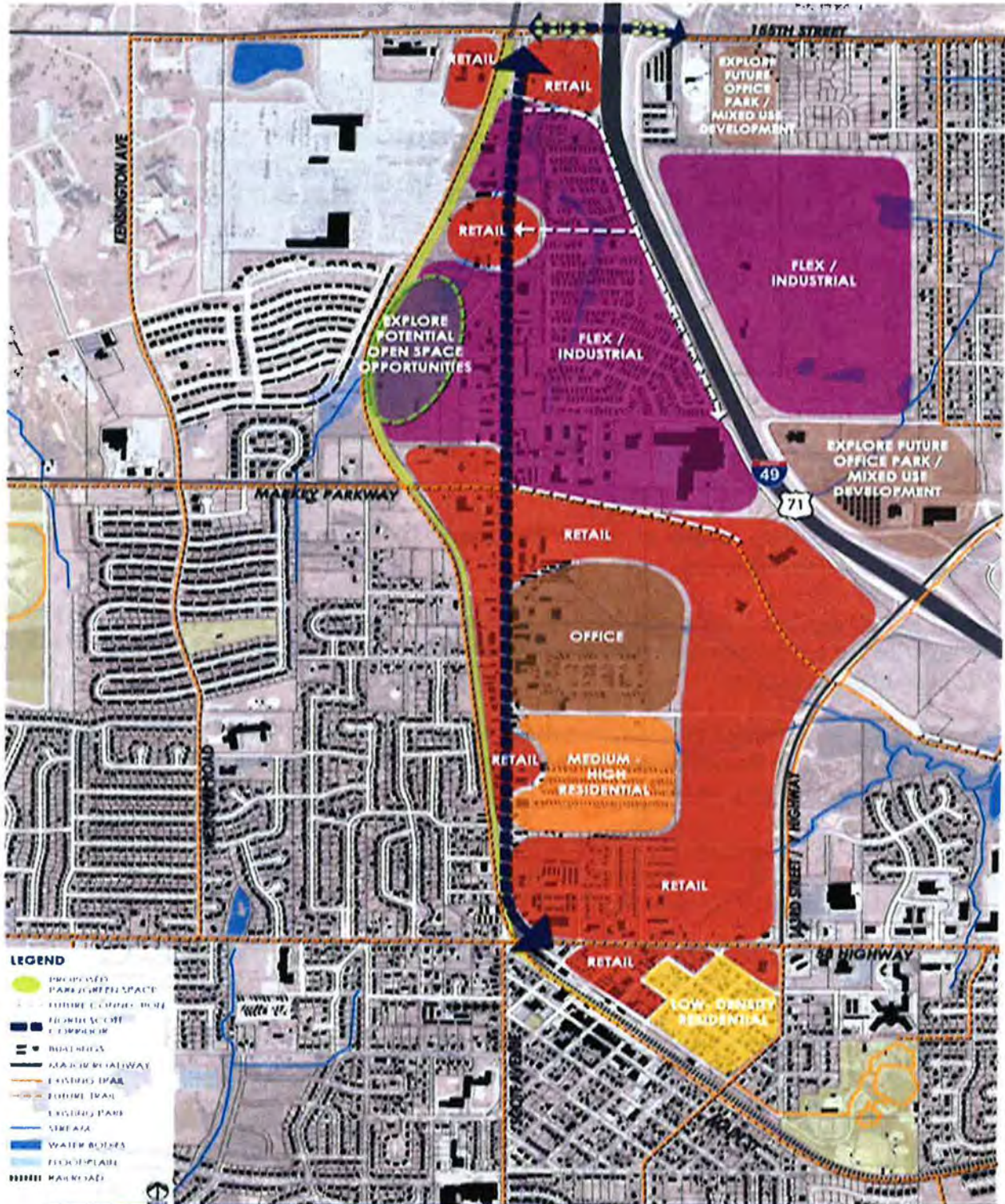


EXHIBIT B

2017-01

A RESOLUTION BY THE PLANNING COMMISSION TO AMENDING THE COMPREHENSIVE CITY PLAN OF THE CITY OF BELTON, MISSOURI TO INCLUDE AN UPDATED FUTURE LAND USE MAP REFLECTING THE NORTH SCOTT CORRIDOR OVERLAY DISTRICT.

WHEREAS, the City of Belton (“City”) has a duly constituted Planning Commission as required by law; and

WHEREAS, the Planning Commission has caused a Comprehensive City Plan to be prepared by the City; and

WHEREAS, the Comprehensive City Plan was adopted by the Planning Commission and Governing Body in 1992; and

WHEREAS, the City wishes to update the Future Land Use Map contained within the Comprehensive City Plan; and

WHEREAS, a public hearing was held by the Planning Commission on October 16, 2017 to discuss the Comprehensive City Plan and updated Future Land Use map reflecting the North Scott Overlay District; and

WHEREAS, proper notice of the public hearing was published in at least one newspaper having general circulation in the City, fifteen days in advance of the public hearing, identifying the time and place of said hearing; and

WHEREAS, on October 16, 2017 the Planning Commission approved the Resolution to adopt the Comprehensive City Plan, as amended with the addition of the updated Future Land Use Map to reflect the North Scott Corridor Overlay District.

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

Section 1. That the Comprehensive City Plan is hereby amended with the addition of the updated Future Land Use Map to include the North Scott Corridor Overlay District.

Section 2. This resolution shall be in full force and effect from and after its passage and approval by the Planning Commission.

Duly read and passed by the Planning Commission of the City of Belton, Missouri on this 16th day of October, 2017.


CHAIRMAN


VICE-CHAIRMAN

AYES: 8 COMMISSION:

NOES: 0 COMMISSION:

ABSENT: 1 COMMISSION:

SECTION IX

C

R2017-51

A RESOLUTION AUTHORIZING AND APPROVING AN AMENDMENT TO TASK AGREEMENT #2017-1 WITH SUPERIOR BOWEN ASPHALT COMPANY, LLC IN THE AMOUNT OF \$14,468.00 TO COVER ADDITIONAL COSTS NEEDED TO COMPLETE THE ASPHALT MILL AND OVERLAY OF EAST PACIFIC DRIVE AND EAST SUNRISE DRIVE BETWEEN CEDAR STREET AND SOUTH SCOTT AVENUE.

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

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

WHEREAS, on August 8, 2017 under Ordinance No. 2017-4374, the City Council approved a cooperative agreement with Superior Bowen Asphalt Company, LLC for the 2017 Street Preservation Project/Overlay; and

WHEREAS, on August 8, 2017 under Resolution No. 2017-29, the City Council approved Task Agreement 2017-1 with Superior Bowen Asphalt Company, LLC in a not-to-exceed amount of \$184,849.00 to complete an asphalt mill and overlay of East Pacific and East Sunrise Drive between South Cedar Street and South Scott Avenue.; and

WHEREAS, this amendment to Task Agreement 2017-1 with Superior Bowen Asphalt Company, LLC is necessary to cover unforeseen additional cost needed to complete the asphalt mill and overlay of East Pacific Drive and East Sunrise Drive between Cedar Street and South Scott Avenue; and

WHEREAS, the additional cost for this work will be \$14,468.00.

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

SECTION 1. That this resolution approving an amendment to Task Agreement #2017-1 with Superior Bowen Asphalt Company, LLC Inc. in the amount of \$14,468.00 to cover additional cost needed to complete the asphalt mill and overlay of East Pacific Drive and East Sunrise Drive between Cedar Street and south Scott Avenue, which is attached as **Attachment A**, is hereby approved for purposes described above.

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

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

Duly read and passed this 14th day of November, 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 14th day of November, 2017, and adopted at a regular meeting of the City Council held the 14th day of November, 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: November 14, 2017

DIVISION: Transportation

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

During the Mill and Overlay of East Pacific Drive and East Sunrise Drive between Cedar Street and South Scott Avenue, it was found that portions of the street were deficient in both pavement and subgrade thickness. To ensure the street was constructed to current standards, designed for adequate longevity, and would provide a smooth surface for the residents, Superior Bowen was directed to provide additional materials for subgrade stabilization patching. The unforeseen additional materials increased the amount of Task Agreement 2017-1, which was approved by Resolution #2017-29 on August 8, 2017, by \$14,468.00 for the installation of approximately 162 tons of subgrade stabilization/patching for a total of \$199,317.00.

PROPOSED CITY COUNCIL MOTION:

Approve a resolution of the City of Belton, Missouri authorizing and approving an amendment to Task Agreement 2017-1 with Superior Bowen Asphalt Company, LLC in the amount of \$14,468.00 to cover the additional cost needed to complete the asphalt mill and overlay of East Pacific Drive and East Sunrise Drive between Cedar Street and South Scott Avenue.

BACKGROUND:

The City of Belton joined with the City of Peculiar, Missouri, the coordinating agency, and executed an agreement with Superior Bowen Asphalt Company, LLC for the Cooperative 2017 Street Preservation Project/Overlay. The Cooperative Agreement allows for several cities in the region to receive bids on work each has a need for collectively while individually benefiting from cost savings associated with the use of economies of scale.

On August 8, 2017, the City Council approved Ordinance No. 2017-4374 authorizing and approving a cooperative agreement with Superior Bowen Asphalt Company, LLC for the 2017 Street Preservation Project/Overlay and Resolution No. R2017-29 authorizing and approving Task Agreement No. 2017-1 with Superior Bowen Asphalt Company, LLC in a not-to-exceed amount of \$184,849.00 to complete a 6" asphalt mill and overlay of East Pacific and East Sunrise Drive between South Cedar Street and South Scott Avenue.

When excavating for the water main and storm sewer main, it was discovered that the road surface was composed of 2"-4" of asphalt throughout the East Pacific Project. The additional subgrade stabilization necessary provided a foundation to ensure that the pavement would have adequate longevity.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:		Superior Bowen Asphalt Company, LLC
Amount of Request/Contract:	\$	14,468.00
Amount Budgeted:	\$	
Funding Source:		Stormwater – (451-5608-495-7117)
Additional Funds:	\$	N/A
Funding Source:		N/A
Encumbered:	\$	N/A
Funds Remaining:	\$	N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution of the City of Belton, Missouri authorizing and approving an amendment to Task Agreement 2017-1 with Superior Bowen Asphalt Company, LLC in the amount of \$14,468.00 to cover the additional cost needed to complete the asphalt mill and overlay of East Pacific Drive and East Sunrise Drive between Cedar Street and South Scott Avenue.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Task Agreement 2017-1 Amendment including Scope of Work

Attachment A



PUBLIC WORKS City of Belton – Public Works Task Agreement

Contract 2017 Cooperative Agreement City of Peculiar, Missouri

Ordinance or Resolution:	Task Agreement No: 2017-1 Amendment	Funding Amount: \$14,468.00 for a total of \$199,317.00 Date of Schedule of Hourly Rates and Expenses: n/a Purchase Order No: 1
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Project Title: 2017 Street Preservation Program

Contractor/Consultant (including subs): Superior Bowen Asphalt Company, LLC	Division and Staff Project Manager: Engineering/Michael Christopher
---	--

Project Management Manual reviewed: n/a	Attachments (Gantt Chart, etc.): Schedule of Values
---	--

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

Staff Signatures		Partner Signatures	
Director of Public Works: Michael K. Doi	City Manager: Alexa Barton	Project Manager:	Company Principal (if different):
Signature: _____ Date: _____	Signature: _____ Date: _____	Signature: _____ Date: _____	Signature: _____ Date: _____

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

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the FY2017 Cooperative Agreement City of Peculiar.

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

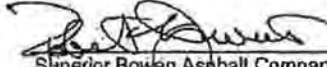
Project Name: 2017 Asphalt Street Overlay Program
 Owner: City of Belton, Missouri
 Contract No. Task Agreement One
 Contractor: Superior Bowen Asphalt Co., LLC

Schedule of Values

Application # Two
 For work completed through 10/17/2017
 Date: 10/24/2017

SCHEDULE OF VALUES					Previously Completed		Items for Payment This Period		Amount Completed To Date
Item	Unit	Qty.	Unit Price	Total Amount	Quantity	Amount	Quantity	Amount	
1. 6" Asphalt Removal and 4" Replace with (APWA Type 1-01)	SY	5,242	\$26.00	\$ 131,050.00	5242	\$ 131,050.00	0	\$ -	\$ 131,050.00
2. 2" Asphalt Surface (Type 3-01)	SY	5,242	\$9.60	\$ 49,799.00	5242	\$ 49,799.00	0	\$ -	\$ 49,799.00
3. Force Account (Extra Patching)	LS	1	\$4,000.00	\$ 4,000.00	1	\$ 4,000.00	0	\$ -	\$ 4,000.00
4. Additional Patching C.O. # 1	LS	1	\$14,468.00	\$ 14,468.00	0	\$ -	1	\$ 14,468.00	\$ 14,468.00
					\$ -		\$ -		
Original Contract Amount					\$ 184,849.00		Amount This Period		\$ 199,317.00
Change Order Number One (Final)					\$ 14,468.00		Amount Previously Completed		\$ -
Current Contract Amount (Final)					\$ 199,317.00		Amount Completed to Date		\$ 199,317.00
							Materials On Hand		\$ -
							Subtotal		\$ 199,317.00
							Retainage		\$ -
							Net Amount This Estimate		\$ 199,317.00
							Previous Payments to Contractor		\$ 184,849.00
							AMOUNT PAYABLE =		\$ 14,468.00

Street List:
 East Pacific Drive - E. Sunlee to S. Scott (1637 SY)
 East Sunrise Drive - E. Pacific to S. Scott (1752 SY)
 E Pacific Drive - Cedar to East Sunrise (1853 SY)


 Superior Bowen Asphalt Company
 Date: 10/24/17

SECTION IX

D

R2017-52

A RESOLUTION AUTHORIZING AND APPROVING THE CITY MANAGER TO EXECUTE A TASK AGREEMENT WITH THE LOW BIDDER TO CONSTRUCT URGENT REPAIRS ON VICIE AVENUE BETWEEN 159TH STREET AND 157TH STREET INCLUDING A LARGE CONCRETE BOX CULVERT DESIGNED FOR THE 100-YEAR FLOOD EVENT.

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

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

WHEREAS, the City maintains On-Call Water, Wastewater, and Stormwater Services Professional Services agreements with Precision Construction and Contracting, LLC (Ordinance No. 2017-4307); Pyramid Excavation and Construction, Inc. (Ordinance No. 2017-4308); and Wiedenmann, Inc. (Ordinance No. 2017-4317) and an On-Call Engineering Professional Services Agreement for On-Call Engineering Services with Olsson Associates (Ordinance No. 2016-4187); and

WHEREAS, recent storm events have damaged the Vicie Avenue culvert causing a sinkhole to form and create an unstable roadway that has caved in and continues to erode. Due to its current condition, it is unsafe and impassable. Vicie Avenue is a collector road and critical to providing a connecting from 163rd Street to 155th Street. This road section has been closed since July 27, 2017; and

WHEREAS, on September 12, 2017 Task Agreement No. 9 with Olsson Associates was approved by resolution R2017-38 for engineering services related to the Vicie Avenue culvert replacement; and

WHEREAS, the construction plans for the Vicie Avenue culvert replacement were received from Olsson Associates on November 7, 2017. Requests for bid were sent to the City's three On-Call Water, Wastewater, and Stormwater Services contractors on November 8, 2017; and

WHEREAS, in anticipation of receiving bids and needing to begin the construction work before the next City of Belton Regular Council Meeting scheduled for November 28, 2017, Staff would like to request the City Council grant authority to the City Manager to execute a task agreement with the low bidder to begin construction on the Vicie Avenue culvert replacement pursuant to the attached scope of work and design specification (**see Exhibit A**); and

WHEREAS, this resolution is necessary to expedite the Vicie Avenue culvert replacement work.

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

SECTION 1. That the City Council grant authority to the City Manager to execute a task agreement with the low bidder to construct Vicie Avenue including culvert replacement as detailed in **Exhibit A**.

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

SECTION 3. This resolution shall take effect and be in full force 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 14th day of November, 2017, and adopted at a regular meeting of the City Council held the 14th day of November, 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: November 14, 2017

DIVISION: Transportation

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

During recent severe storms, there have been numerous storm pipe issues within the City’s Stormwater Management System. One of the worst hit areas to the City’s transportation system is on Vicie Avenue between 159th Street and 157th street. The existing corrugated metal pipes were undermined due to stormwater which caused the road base to drop and created a sinkhole in the road. Using the Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater and Stormwater Services, three bids will be received from the On-Call Contractors: Precision, Pyramid, and Wiedenmann.

PROPOSED CITY COUNCIL MOTION:

Approve a resolution of the City of Belton authorizing and approving the City Manager to execute a task agreement with the low bidder to construct urgent repairs on Vicie Avenue between 159th Street and 157th Street including a large concrete box culvert designed for the 100-year flood event.

BACKGROUND:

To truly repair the Vicie Avenue Culvert, we needed to have it redesigned. Through Task Agreement No. 9, Olsson Associates was selected for design services approved through Resolution R2017-38 on September 12, 2017. We have been working to expedite the design and construction to have the road back open to residents as soon as possible.

Part of this expedited process means that once we have a set of plans to build from, we then provide the plans to the City’s three On-Call Water, Wastewater, and Stormwater contractors so that it can be bid on. Plans ready for construction were sent to the City from Olsson Associates on Wednesday, November 8th. They were then sent to the on-call contractors that day for bids. It takes a few days for a bid to be put together, so it is expected that all the bids will be in by November 14, 2017. Once we have a low bidder, staff looks to request a task agreement and tell the lowest bidder to start immediately. This would mean that the work would be treated like an emergency repair.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:		TBD
Amount of Request/Contract:	\$	
Amount Budgeted:	\$	
Funding Source:		Stormwater Project Funds
Additional Funds:	\$	
Funding Source:		
Encumbered:	\$	
Funds Remaining:	\$	

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution of the City of Belton authorizing and approving the City Manager to execute a task agreement with the low bidder to construct urgent repairs on Vicie Avenue between 159th Street and 157th Street including a large concrete box culvert designed for the 100-year flood event.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution
Task Agreement 2017-
On-Call Contractor Bids
Exhibit A

Attachment 1



PUBLIC WORKS City of Belton – Public Works Task Agreement

Contract:

Ordinance or Resolution:	Task Agreement No: 2017 -	Funding Amount: TBD Date of Schedule of Hourly Rates and Expenses: Purchase Order No:
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Project Title: Vicie Avenue Culvert Repair

Contractor/Consultant (including subs): TBD	Division and Staff Project Manager: Michael Christopher
---	---

Project Management Manual reviewed: Yes	Attachments (Gantt Chart, etc.):
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PROJECT Scope (can be in the form of an attachment):

Staff Signatures		Partner Signatures	
Director of Public Works: Michael K. Doi	City Manager: Alexa Barton	Project Manager:	Company Principal (if different):
Signature: _____ Date: _____	Signature: _____ Date: _____	Signature: _____ Date: _____	Signature: _____ Date: _____

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

Report(s) Received:

Work on File:

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

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

