



**CITY OF BELTON
CITY COUNCIL
WORK SESSION AND REGULAR MEETING
TUESDAY, APRIL 10, 2018 – 6:30 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

2017-2018 CITY COUNCIL

I. CALL WORK SESSION TO ORDER

A. Revised preliminary plan for additional phases of The Traditions.

Page 6

II. ADJOURN WORK SESSION

III. CALL REGULAR MEETING TO ORDER – 7:00 P.M.

IV. PLEDGE OF ALLEGIANCE – Councilman Savage

V. ROLL CALL

VI. CONSENT AGENDA

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

A. Motion approving the minutes of the March 20, 2018 Special Meeting and March 27, 2018, City Council Regular Meeting.

Page 26

VII. PERSONAL APPEARANCES

VIII. ORDINANCES

A. Motion approving final reading of Bill No. 2018-20:

An ordinance amending Chapter 15 – Offenses, Article IV – Offenses Against Property, Section 15-250 - Trespassing of the Code of Ordinances of the City of Belton, Missouri to provide an alternative enforcement and penalty structure for trespass upon property of others in the second degree.

B. Motion approving final reading of Bill No. 2018-21:

An ordinance approving the engagement of Troutt, Beeman and Company to audit the city financial records for fiscal year 2018.

- C. Motion approving both readings of Bill No. 2018-24:
An ordinance declaring the results of the annual election of municipal officers of the City of Belton, Missouri.

Page 37

- D. Motion approving both readings of Bill No. 2018-25:
An ordinance declaring the results of the election imposing a use tax for general revenue purposes.

Page 42

PRESENTATION OF A PLAQUE TO COUNCILMAN BOB NEWELL FOR DEDICATED SERVICE AS WARD 3 COUNCILMAN FROM APRIL 14, 2015 TO APRIL 10, 2018

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

2018-2019 CITY COUNCIL

- I. ADMINISTRATION OF OATHS OF OFFICE TO NEWLY ELECTED OFFICIALS
- II. ROLL CALL
- III. CONSENT AGENDA

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

- A. **Motion approving a temporary liquor permit for Jose Peppers, 1100 E North Ave, for a Cinco de Mayo celebration May 5, 2018, in a tent in their parking lot, contingent upon obtaining their state liquor permit and Fire Marshal approval.**

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

- IV. PERSONAL APPEARANCES
 - A. Proclamation for Arbor Day 2018.
 - B. Richard Spire (203 Mary Way), curb replacement

V. ORDINANCES

- A. Motion approving first reading of Bill No. 2018-26:
An ordinance approving a Fourth Amendment to the Intergovernmental Cooperative Agreement between the City of Belton, Missouri and the Belton-Cass Regional Transportation Development District.

Page 46

- B. Motion approving first reading of Bill No. 2018-27:
An ordinance authorizing the City of Belton, Missouri through its Police Department to renew the software subscription with Information Technologies, INC. (ITI).

Page 55

- C. Motion approving first reading of Bill No. 2018-28:
An ordinance authorizing and approving a Lease Agreement of City Property at Markey Industrial Park for Agricultural Crops with Danny Chevalier.

Page 73

- D. Motion approving first reading of Bill No. 2018-29:
An ordinance approving and authorizing the Belton Cost Funding Agreement between Northpoint Development, LLC a Missouri Corporation and the City of Belton, Missouri, a Constitutional Charter City of the State of Missouri, for the preparation and implementation of an application for incentives, a redevelopment plan, and a redevelopment agreement.

Page 96

VI. RESOLUTIONS

VII. CITY COUNCIL LIAISON REPORTS

VIII. MAYOR'S COMMUNICATIONS

- A. Motion appointing Jeff Fletcher as Mayor Pro Tem
Election of Mayor Pro Tempore (Charter Section 3.4)
- B. Motion appointing Lorrie Peek as Park Board Liaison.
- C. Motion appointing Chet Trutzel as Planning Commission Liaison.

IX. CITY MANAGER'S REPORT

April & May 2018 meetings

4/17 special meeting – 6:30 pm
4/24 regular session – 7:00 pm
5/1 work session – 7:00 pm

5/8 regular session – 7:00 pm

5/22 regular session – 7:00 pm

- X. MOTIONS
- XI. OTHER BUSINESS
- XII. Motion to enter Executive Session to discuss matters pertaining to preparation, including any discussion or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups according to Missouri Statute 610.021.9 and matters pertaining to Legal Actions, according to Missouri Statute 610.021.1, and that the record be closed.
- XIII. ADJOURN

SECTION I

A



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: April 10, 2018

DIVISION: Planning and Building Department

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

The Traditions is a mixed use R-3 Planned Unit Development, approved in 2006. The original plan was 113 acres, and included an area of multi-family on the north portion of the site, and a future commercial area proposed along Mullen Road.

Single-family lots are approved for the remaining areas of the PUD. The plan included single-family homes with a 9,240 square foot minimum lot size, and a smaller lot size of 6,000 square feet. An initial phase of single-family homes is being constructed south of Sycamore Street, along with a pool and clubhouse.

This application was filed to provide for future residential phases for the Traditions subdivision south to Cambridge Road, and to allow additional four-unit buildings to be constructed on the northeast corner of the site.

PROPOSED CITY COUNCIL ACTION:

With concurrence by the Council, staff will prepare an Ordinance for first reading for the meeting of April 24, 2018.

BACKGROUND:

Revised design/lot lay-out- The original site plan for the PUD is attached. The plan provided for 164 single-family lots, a mix of the 9,240 square foot lots, and the 6,000 square foot lots. The revised plan provides 172 lots, the location of the larger lots is noted in dark gray on the plan, the smaller lots are shown in light gray on the plan.

The applicant also points out that houses to be constructed on the smaller 6,000 square foot lots will meet all setbacks and area requirements of the Unified Zoning Code. A plot plan was prepared that illustrates a typical single-family home on the smaller lots.

The application also includes a change to the units on the northeast portion of the site. The cluster homes as originally approved with the PUD are proposed to be changed to four-unit multi-family units, similar to the Phase I buildings currently under construction. These units would be permitted with the under-lying R-3 zoning, and density would remain the same as the original plan.

Streets- The original PUD included a road labeled as Traditions Parkway, this was a main collector through the subdivision with a 100 foot right-of-way and landscape medians. This road is labeled as Shane Lane on the revised plat. Shane Lane has a 50 foot right-of-way, and there is only a landscaped median at the Cambridge Road intersection.

The applicant notes that eliminating the wide right-of-way and the landscaped medians provides for more useable open space on the revised plat, including the pool and clubhouse area and open space Tract B.

Detention- When the site plan was originally approved in 2006, the storm water detention requirements in the City were less restrictive than they are today. Due to these more restrictive requirements on storm water management, the current developer and the City have been working over the last six months to accurately evaluate the storm water impact of the revised site plans and incorporating the higher standards including the 100 year storm standards. The City seeks to achieve a higher standard than just pre and post storm water design requirements

In the most recently proposed storm water facility design, the developer has incorporated increased detention with restricted outfall and reduced release rates. A revised drainage study was submitted that calculates the existing run-off from the property. The study also shows the new detention facilities on the plan that further restrict run-off and provide an improvement over existing conditions.

Therefore, the developer of Traditions is providing a storm water facility design for future phases which will exceed the basic pre-post requirements as demonstrated below:

| | |
|-----------------------|----------|
| Existing conditions – | 211 cfs. |
| Original site plan - | 250 cfs. |
| Redesigned proposal – | 44 cfs. |

Trail Network- The original PUD included a trail on the Missouri Public Service easement on the western portion of the site. The applicant is proposing that the trail be removed from the southern part of the easement.

A new trail location is proposed on Tract B with pedestrian access to the pool and clubhouse.

The Planning Commission reviewed the proposed changes in the trail network. The Planning Commission recommended that any revised trail plan provide the same linear footage of trail as shown in the original PUD. The original PUD included 6,345 linear feet of trail. The revised plan provides 6,350 linear feet of trail.

Conditions in the final ordinance should be include the timing of the trail construction with the future residential phases.

Landscaping- A landscape plan was submitted with the revised preliminary plat, showing street trees planted at a 30 foot spacing along public streets. This meets the requirements of the Unified Development Code. Additionally, there are areas of supplemental plantings on the open space tracts.

Sidewalks- The original PUD included provisions for sidewalks along all public streets.

IMPACT/ANALYSIS: Approval of the revised preliminary plan will allow additional phases of residential construction at the Traditions. Traditions offers a variety of housing choices for residents, and the revised plan will allow continued development that results in increased real estate tax revenue, population growth, and overall economic development for the community.

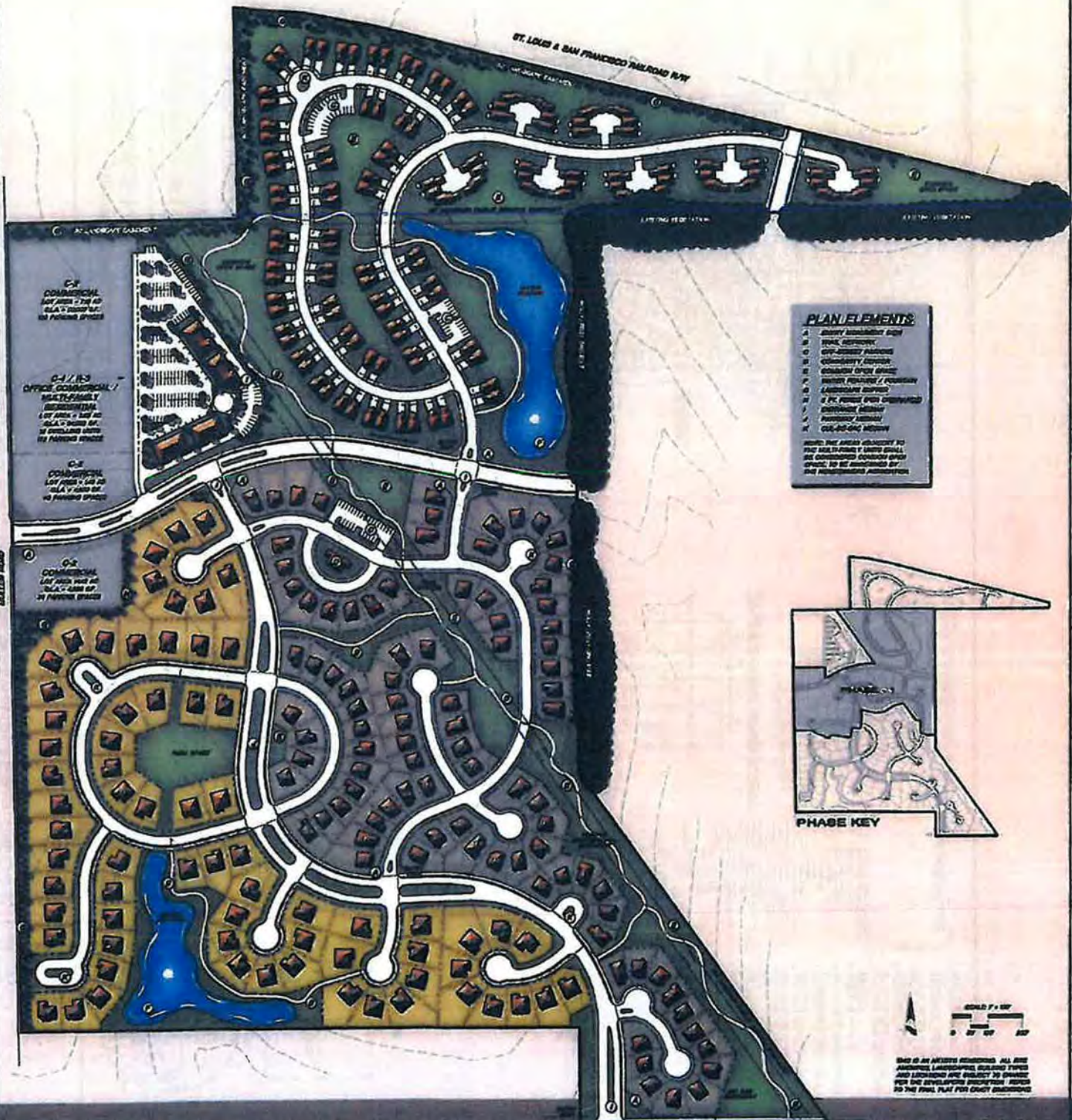
PLANNING COMMISSION REVIEW: The Planning Commission reviewed the application at their meeting of December 4, 2017. The Planning Commission recommended approval of the revised preliminary plat subject to the following conditions:

1. Revised Preliminary Plat for Traditions as prepared by Engineering Solutions, dated January 13, 2017, including pages for single-family residential, multi-family residential, commercial and landscape plans.
2. The Storm Drainage Study submitted with the application does not meet current detention requirements. Supplemental information shall be submitted to the City Engineer to evaluate the waiver request pertaining to detention release rates and unique stormwater conditions or constraints.
3. Future right-of-way dedications shall be shown on the final plat.
4. As part of a final plat for the multi-family units in Phase C, a second point of access shall be provided.
5. Construction of sidewalks shall be as designated on the original PUD.
6. Building design and materials shall be as approved with the original PUD.
7. The revised Preliminary Plat shall be approved for a period of two years, if no final plat is filed within the two year period, the preliminary plat is lapsed and shall be resubmitted to the Planning Commission.
8. Documents providing for the establishment of the homeowners association shall be submitted before the approval of a final plat.
9. The applicant shall provide a revised trail plan with the same linear feet of trail that was approved with the PUD. The revised trail plan shall be received before the City Council reviews the revised Preliminary Plat.
10. The City Council shall review the revised preliminary plat for appropriate compliance with the approved PUD.

Attachments:

1. Traditions-original PUD
2. Revised Preliminary Plat-Lot 2 (5 pages)

ST. LOUIS & SAN FRANCISCO RAILROAD R/W



PLAN ELEMENTS

- A. DRIVE/IMPROVED SIDE
- B. TRAIL, SIDEWALK
- C. OFF-STREET PARKING
- D. COMMUNITY CENTER
- E. CHILDREN OPEN SPACE
- F. POND, PONDWALL / FOUNTAIN
- G. LANDSCAPE SURFING
- H. 4 FT. FENCE WITH ORNAMENT
- I. EXISTING DRIVE
- J. FUTURE DRIVE
- K. C&SFO-2000 HIGHWAY

NOTE: THE AREAS SUBJECT TO THE HEALTH AND SAFETY SHALL BE CONSIDERED OPEN SPACE TO BE MAINTAINED BY THE APPLICABLE JURISDICTION.



SCALE 1" = 40'

0' 10' 20'

THIS IS AN ARTIST'S RENDERING. ALL SITE BUILDINGS, LANDSCAPING, EXISTING UTILITIES AND UTILITIES ARE SUBJECT TO CHANGE FOR THE DEVELOPER'S ENGINEERING. REFER TO THE FINAL PLAN FOR EXACT DIMENSIONS.

THE TRADITIONS

BELTON, MISSOURI



Preliminary Plat Traditions

Part of Government Lot 2 of the SW 1/4 of
Section 18, Township 46 North, Range 32 West
Belton, Cass County, Missouri

- Single Family Min Lot 8,240 sq. ft.
- Single Family Min. Lot 8,000 sq. ft.
- Multi-Family and Commercial



LEGEND
These standard symbols will be found in the drawing.

- Set 1/2" Rebar & Cap (LS-2003008319-0)
- ⊙ Found Survey Monument (As Noted)

SURVEYOR'S GENERAL NOTES:

- The survey is based on the following information provided by the client as received by the surveyor:
 - (A) ALTA/CDM Land The survey conducted by L.S. 2017.
 - (B) ALTA/CDM Land The survey conducted by L.S. 2017.
 - (C) The survey conducted by L.S. 2017.
 - (D) The survey conducted by L.S. 2017.
 - (E) The survey conducted by L.S. 2017.
 - (F) The survey conducted by L.S. 2017.
 - (G) The survey conducted by L.S. 2017.
 - (H) The survey conducted by L.S. 2017.
 - (I) The survey conducted by L.S. 2017.
 - (J) The survey conducted by L.S. 2017.
 - (K) The survey conducted by L.S. 2017.
 - (L) The survey conducted by L.S. 2017.
 - (M) The survey conducted by L.S. 2017.
 - (N) The survey conducted by L.S. 2017.
 - (O) The survey conducted by L.S. 2017.
 - (P) The survey conducted by L.S. 2017.
 - (Q) The survey conducted by L.S. 2017.
 - (R) The survey conducted by L.S. 2017.
 - (S) The survey conducted by L.S. 2017.
 - (T) The survey conducted by L.S. 2017.
 - (U) The survey conducted by L.S. 2017.
 - (V) The survey conducted by L.S. 2017.
 - (W) The survey conducted by L.S. 2017.
 - (X) The survey conducted by L.S. 2017.
 - (Y) The survey conducted by L.S. 2017.
 - (Z) The survey conducted by L.S. 2017.

Site Data Table:

| | |
|--|----------------------|
| Current Zoning: | R3-PUD |
| NEW PROJECT NOTES | |
| Single Family Development Area | |
| Min Lot Width: | 50 Feet |
| Min Lot Depth: | 110 Feet |
| Min Lot Area: | 5,500 sq. ft. |
| Project Area: | 43.53 Acres |
| Density: | 2.81 Units/Ac |
| No. Lots: | 121 Units |
| Phase 1 Constructed: | 51 |
| Senior Living Development Area | |
| Project Area: | 5.09 Acres |
| Density: | 6.29 Units/Ac |
| No. Lots: | 32 Units |
| Commercial Development Area | |
| Lot 1: | 1.35 Acres |
| Lot 2: | 8.30 Acres |
| Future Site Plan Submitted Required for Approval | |
| Multi-Family Development Area | |
| Project Area: | 18.68 Acres |
| Density: | 5.85 Units/Ac |
| No. Lots: | 113 Bldg (128 Units) |
| Phase 1 Constructed: | 23 Bldg (92 Units) |
| Length of Trail: | 8,350 +/- |

OLD PROJECT NOTES

| | |
|--------------------------------|---------------------|
| Single Family Development Area | |
| Min Lot Width: | 50 Feet |
| Min Lot Depth: | 110 Feet |
| Min Lot Area: | 5,500 sq. ft. |
| Project Area: | 11.3 Acres |
| Density: | 1.43 Units/Ac |
| No. Lots: | 164 Units |
| Senior Living Development Area | |
| Project Area: | 5.09 Acres |
| Density: | 11.59 Units/Ac |
| No. Lots: | 59 Units |
| Commercial Development Area | |
| Lot 1: | 1.35 Acres |
| Lot 2: | 8.30 Acres |
| Lot 3: | 5.09 Acres |
| Lot 4: | 1.44 Acres |
| Multi-Family Development Area | |
| Project Area: | 38.47 Acres |
| Density: | 5.57 Units/Ac |
| No. Lots: | 58 Bldg (220 Units) |
| Length of Trail: | 8,345 +/- |

Developer:
Sudha Real Estate Investments, LLC
2730 NE Truman Dr
Levy's Summit, MO 64664
Jackson County Parcel Id: 41-848-28-08-00-0-00-000

NOTES

- TOPOGRAPHIC CONTOUR INFORMATION PROVIDED BY THE CITY OF BELTON. ALL OTHER SITE DATA AND SURVEY INFORMATION PROVIDED BY THE SURVEYOR'S GENERAL CONSULTANTS. THE CITY OF BELTON DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED FOR CONSTRUCTION DOCUMENTS.
- ALL STREETS SHALL BE APPROX 28' BACK-TO-BACK WITH 50' CURB AND CURTID.
- THE SITE IS NOT WITHIN THE 100YR FLOOD PLAN PER FEMA MAP #280037C 00017 F.
- PROJECT SHALL BE DEVELOPED PHASE.
- NO LOT OR TRACT SHALL HAVE STREET ACCESS TO MULLIN ROAD OR CAMBRIDGE AVENUE.
- A SANITARY SEWER SYSTEM SHALL BE CONSTRUCTED ACCORDING TO STANDARDS OF THE CITY OF BELTON UNDER STANDARDS WHICH WILL PROVIDE SERVICE TO ALL LOTS IN THE SUBDIVISION.
- A WATER SYSTEM SHALL BE CONSTRUCTED ACCORDING TO CITY OF BELTON DESIGN STANDARDS. NO SYSTEM SHALL DISCHARGE WATER TO EVERY LOT IN THE SUBDIVISION.
- THE SITE SHALL MEET ALL LANDSCAPE REQUIREMENTS PER CITY OF BELTON SUBDIVISION REGULATIONS.
- PARKING ALONG THE PERIMETER OF THE PROPOSED DEVELOPMENT SHALL NOT BE PROVIDED. PARKING ON ALL DRIVE STREETS SHALL BE LIMITED TO A 12 HOUR PERIOD.

Street Gradient Table

| Street Name | Min. Gradient | Max. Gradient |
|-----------------|---------------|---------------|
| Manage Court | 1.00% | 7.00% |
| Emily Lane | 1.00% | 7.00% |
| Jacqueline Road | 1.00% | 7.00% |
| Shane Lane | 1.00% | 7.00% |
| Summit Lane | 1.00% | 7.00% |
| Garner Street | 1.00% | 7.00% |
| Bub Street | 1.00% | 7.00% |
| Maci Street | 1.00% | 7.00% |
| Arden Court | 1.00% | 7.00% |

New Tracts

| Tract | Area |
|-------|-------------------|
| A | 13,343.43 sq. ft. |
| B | 13,815.70 sq. ft. |
| C | 13,815.70 sq. ft. |
| D | 13,815.70 sq. ft. |
| E | 13,815.70 sq. ft. |
| F | 13,815.70 sq. ft. |
| G | 13,815.70 sq. ft. |
| H | 13,815.70 sq. ft. |
| I | 13,815.70 sq. ft. |
| J | 13,815.70 sq. ft. |
| K | 13,815.70 sq. ft. |
| L | 13,815.70 sq. ft. |
| M | 13,815.70 sq. ft. |
| N | 13,815.70 sq. ft. |
| O | 13,815.70 sq. ft. |
| P | 13,815.70 sq. ft. |
| Q | 13,815.70 sq. ft. |
| R | 13,815.70 sq. ft. |
| S | 13,815.70 sq. ft. |
| T | 13,815.70 sq. ft. |
| U | 13,815.70 sq. ft. |
| V | 13,815.70 sq. ft. |
| W | 13,815.70 sq. ft. |
| X | 13,815.70 sq. ft. |
| Y | 13,815.70 sq. ft. |
| Z | 13,815.70 sq. ft. |

Existing Tracts

| Tract | Area |
|-------|-------------------|
| A | 13,815.70 sq. ft. |
| B | 13,815.70 sq. ft. |
| C | 13,815.70 sq. ft. |
| D | 13,815.70 sq. ft. |
| E | 13,815.70 sq. ft. |
| F | 13,815.70 sq. ft. |
| G | 13,815.70 sq. ft. |
| H | 13,815.70 sq. ft. |
| I | 13,815.70 sq. ft. |
| J | 13,815.70 sq. ft. |
| K | 13,815.70 sq. ft. |
| L | 13,815.70 sq. ft. |
| M | 13,815.70 sq. ft. |
| N | 13,815.70 sq. ft. |
| O | 13,815.70 sq. ft. |
| P | 13,815.70 sq. ft. |
| Q | 13,815.70 sq. ft. |
| R | 13,815.70 sq. ft. |
| S | 13,815.70 sq. ft. |
| T | 13,815.70 sq. ft. |
| U | 13,815.70 sq. ft. |
| V | 13,815.70 sq. ft. |
| W | 13,815.70 sq. ft. |
| X | 13,815.70 sq. ft. |
| Y | 13,815.70 sq. ft. |
| Z | 13,815.70 sq. ft. |

Common Elements Table

| Item | Description | Quantity |
|------|---|----------|
| A | Common Area for all Family Units 1 Residential Area | 252.017 |
| B | Common Area for all Family Units | 84.682 |
| C | Common Area for all Family Units | 13,171.3 |
| D | Common Area for all Family Units | 2,572.8 |
| E | Common Area for all Family Units | 10,393.4 |
| F | Common Area for all Family Units | 78,901.5 |
| G | Common Area for all Family Units | 1,581.5 |
| H | Common Area for all Family Units | 2,207.2 |
| I | Common Area for all Family Units | 391.5 |
| J | Common Area for all Family Units | 1,401.8 |
| K | Common Area for all Family Units | 264.1 |
| L | Common Area for all Family Units | 143.2 |
| M | Common Area for all Family Units | 8,234.1 |

LINEAL FEET OF NEW STREETS

| Street Name | Right-of-Way | Length |
|-----------------|--------------|--------|
| MANAGE COURT | 50' | 772' |
| EMILY LANE | 50' | 1,276' |
| JACQUELINE ROAD | 50' | 1,451' |
| SHANE LANE | 50' | 1,194' |
| SUMMIT LANE | 50' | 714' |
| GARNER STREET | 50' | 874' |
| BUB STREET | 50' | 714' |
| MACI STREET | 50' | 1,194' |
| ARDEN COURT | 50' | 772' |

EXISTING PROJECT NOTES

Project Area: 113 Acres
Single Family Development Area: 184 Units
Multi-Family Development Area: 214 Units
Density: 3.55 Units / Acre

PROPOSED PROJECT NOTES

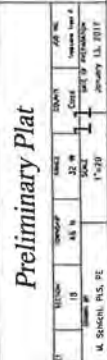
Project Area: 113 Acres
Single Family Development Area: 172 Units
Multi-Family Development Area: 220 Units
Density: 3.47 Units / Acre

REVISIONS

| No. | Date | Description |
|-----|------|-------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Preliminary Plat - Traditions
Section 18, Township 46 North, Range 32 West
Belton, Cass County, Missouri

Preliminary Plat



ENGINEERING SOLUTIONS
SURVEYING & CIVIL ENGINEERING
1500 UNIVERSITY BLVD
COLUMBIAN, MO 65202-1017
PH: 660-521-1111 FAX: 660-521-1111



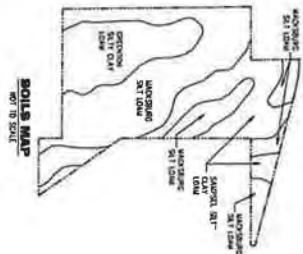
Single Family Residential Traditions



LEGEND

- These standard symbols will be found in the drawing.
- 5/8" 1/2" Rebar & Cap (15-200008318-0)
- Found Survey Monument (As Marked)

DISCLAIMER
 THE INFORMATION CONTAINED HEREIN IS FOR GENERAL INFORMATION ONLY AND DOES NOT CONSTITUTE AN OFFER OF ANY FINANCIAL PRODUCT OR SERVICE. THE INFORMATION IS NOT INTENDED TO BE USED AS A BASIS FOR INVESTMENT OR OTHER FINANCIAL DECISIONS. THE INFORMATION IS NOT GUARANTEED AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE INFORMATION IS NOT TO BE USED IN ANY MANNER THAT MAY BE UNLAWFUL OR IN VIOLATION OF ANY APPLICABLE LAWS, REGULATIONS, OR CONTRACTS. THE INFORMATION IS NOT TO BE USED IN ANY MANNER THAT MAY BE UNLAWFUL OR IN VIOLATION OF ANY APPLICABLE LAWS, REGULATIONS, OR CONTRACTS.



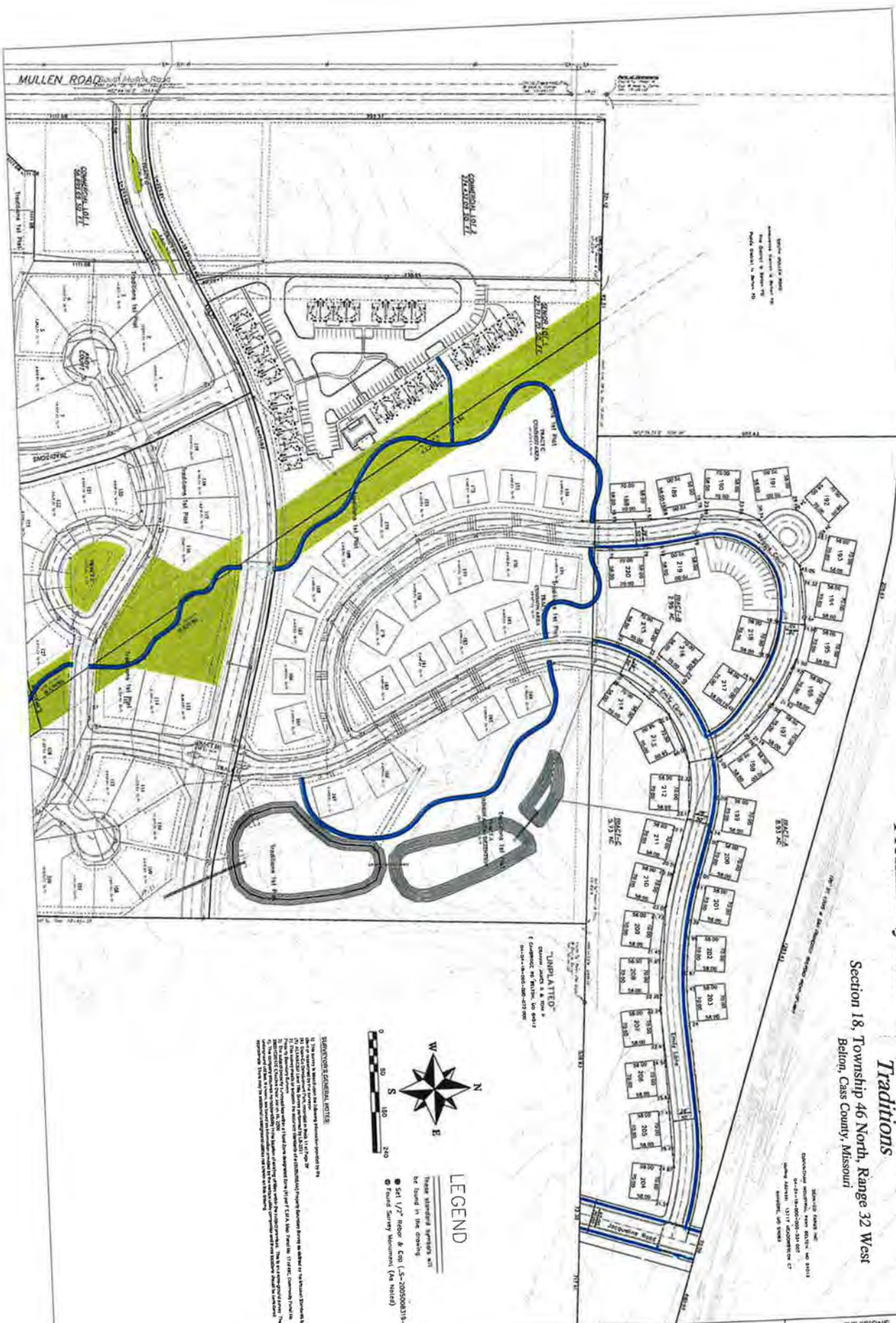
Preliminary Plat - Page 2

Preliminary Plat - Traditions - Single Family Section 18, Township 46 North, Range 32 West Belton, Cass County, Missouri

ENGINEERING SOLUTIONS
 ENGINEERING & SURVEYING
 1616 56th STREET
 LEFLO, MISSOURI 64457
 PHONE: 816-281-1100

| SHEET | SECTION | TOWNSHIP | RANGE | COUNTY | JOB NO. |
|--------------------|---------|----------|-------|--------|------------------|
| 1 | 18 | 46 N | 32 W | 12 | 1018 |
| M. Schell, PLS, PE | | | | | January 13, 2017 |

| REVISIONS | |
|-----------|-------------|
| DATE | DESCRIPTION |
| | |
| | |
| | |

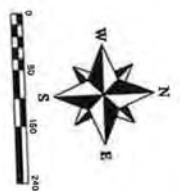


Preliminary Plat - Multi-Family & Commercial Traditions

Section 18, Township 46 North, Range 32 West
Belton, Cass County, Missouri

UNPLATTED
DATE: 11/13/17
BY: W. SENIET, PLS, PE

ENGINEERING & SURVEYING SOLUTIONS
1117 W. 11TH STREET
BELTON, MISSOURI 64012
PHONE: 660-333-1117
FAX: 660-333-1118



LEGEND

- These standard symbols will be found in the drawing
- 5/16" Iron & Cop (S-200508319-0)
- Found Survey Monument (As Noted)

SURVEYOR'S CERTIFICATE
I, the undersigned, being a duly licensed and sworn-in Professional Engineer in the State of Missouri, do hereby certify that the above is a true and correct copy of the original plat as filed in the office of the County Recorder of Cass County, Missouri, on this 13th day of January, 2017. My commission expires on 12/31/2018.

Preliminary Plat - Page 3

| | | | | | |
|-------|--------------------|-------|----------|--------|-------|
| SHEET | SECTION | RANGE | TOWNSHIP | COUNTY | STATE |
| 13 | 46 N | 32 W | 18 | CASS | MO |
| 13 | | | | | |
| DATE | January 13, 2017 | | | | |
| BY | W. SENIET, PLS, PE | | | | |

Preliminary Plat - Multi-Family & Commercial
Section 18, Township 46 North, Range 32 West
Belton, Cass County, Missouri

| REVISIONS | |
|-----------|------|
| NO. | DATE |
| | |
| | |
| | |
| | |



Landscape - Single Family Residential Traditions



LEGEND

- These standard symbols will be found in the drawing
- Set (1/2" Signer & Cap (LS-300000000-0)
- Found Survey Monument (As Noted)

DISCLAIMER: THE INFORMATION CONTAINED HEREIN IS FOR GENERAL INFORMATION ONLY AND IS NOT TO BE USED AS A BASIS FOR ANY OTHER ACTION. THE USER OF THIS INFORMATION ASSUMES ALL LIABILITY FOR ANY AND ALL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE USE OF THIS INFORMATION. THE USER OF THIS INFORMATION SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER AND ARCHITECT FROM AND AGAINST ALL SUCH DAMAGES. THIS DISCLAIMER IS LIMITED TO THE EXTENT PERMITTED BY LAW.

PLANTING SCHEDULE

| SYMBOL | QUANTITY | SIZE | PLANT | NOTES |
|--------|----------|--------|-----------------|-------------|
| ○ | 23 | 7 1/2" | INDIGENOUS TREE | 2 1/2" DIA. |
| ○ | 23 | 10" | INDIGENOUS TREE | 8" DIA. |
| ○ | 18 | 1 1/2" | SHRUB | 2' DIA. |



Landscape Plan - Page 1

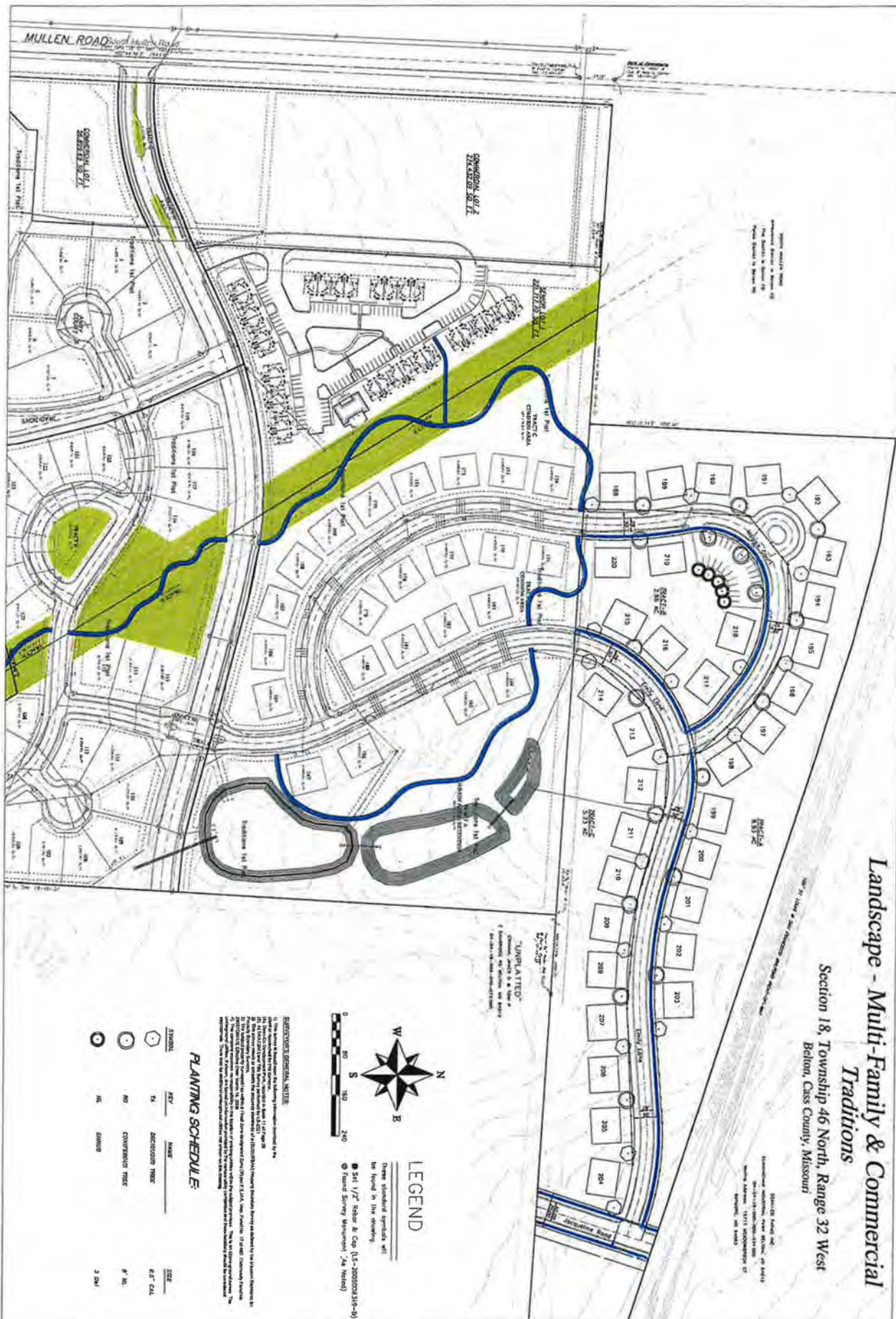
Preliminary Plat - Traditions - Single Family
Section 18, Township 46 North, Range 32 West
Belton, Cass County, Missouri

ENGINEERING & SURVEYING SOLUTIONS
2015 E 27TH STREET
LEWIS & CLARK, MO 64464
P: 417-624-9991 F: 417-624-9992

| SHEET | SECTION | DATE | SCALE | DESIGN | DATE | JOB NO. |
|-------|---------|--------|--------|--------|------|----------|
| 1 | 18 | 4/5/14 | 1"=10' | 2014 | 1/14 | 1414-001 |

U. SCHMIDT, PLS. PC

| REVISIONS | |
|-----------|-------------|
| NO. | DESCRIPTION |
| | |
| | |
| | |

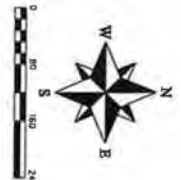


Landscape - Multi-Family & Commercial
Traditions

Section 18, Township 46 North, Range 32 West
 Belton, Cass County, Missouri

Consulting Engineer, State License No. 14113
 Survey License No. 11711
 Belton, Missouri

"UNPLATTED"
 This plat is not a final plat and is subject to the provisions of the Missouri Plat Act, Chapter 462, R.S.Mo., and the provisions of the Missouri Survey Act, Chapter 463, R.S.Mo.



LEGEND

Three standard symbols will be found in the drawing:
 ● 5/16" 1/2" Radius & Cap (1.5-200000310-4)
 ⊙ Found Survey Monument (As Noted)

PLANTING SCHEDULE:

| SYMBOL | HTY | NAME | SIZE |
|--------|-----|----------------|-------------|
| ○ | 74' | DOUGLASS PINE | 2 1/2" CAL. |
| ○ | 40' | CHRISTMAS TREE | 4" BK. |
| ○ | 46' | DOGWOOD | 3 (24) |

REFERENCE GENERAL NOTES:
 1. This drawing is intended for the landscape architect's use only.
 2. The landscape architect shall be responsible for the design and construction of the landscape.
 3. The landscape architect shall be responsible for the design and construction of the landscape.
 4. The landscape architect shall be responsible for the design and construction of the landscape.
 5. The landscape architect shall be responsible for the design and construction of the landscape.

ENGINEERING & SURVEYING SOLUTIONS
 301 WEST STREET
 LEES SUMMIT, MISSOURI
 P: 636.433.8811 F: 636.433.8849

Landscape Plan - Page 2

| SHEET | SECTION | TOWNSHIP | RANGE | COUNTY | DATE | DATE OF PREPARATION |
|---|---------|----------|-------|--------|------------------|---------------------|
| 1 | 18 | 46 N | 32 N | 15 | January 13, 2017 | |
| Drawn by: K. Seichel, P.S., PE Scale: 1" = 20' All rights reserved. | | | | | | |

Preliminary Plat - Multi-Family & Commercial
 Section 18, Township 46 North, Range 32 West
 Belton, Cass County, Missouri

REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
| | | |
| | | |
| | | |
| | | |

**Minutes of Meeting
Belton Planning Commission
City Hall Annex, 520 Main Street
December 4, 2017**

CALL TO ORDER

Vice-Chairman Christensen called the meeting to order at 6:00 p.m.

ATTENDANCE

Commission: Mayor Jeff Davis, Councilman Chet Trutzel, Vice-Chairman Chris Christensen, Commissioners Scott Swaggart, Kara Anderson, and Tom MacPherson.

Absent: Chairman Holly Girgin, Commissioners Sally Davila and Tim McDonough.

Staff: Dave Clements, Planning and Building Director; Megan McGuire, City Attorney; Alexa Barton, City Manager; Michael Doi, Public Works Director; Michael Christopher, Acting City Engineer; Carolyn Yatsook, Economic Development Director; Jim Brown, Building Official; and Ashley Scherer, Development Technician.

Guests: Tyler Sallee, Vice-President, Sallee Homes, Inc., 3730 NE Troon Drive, Lee's Summit, Missouri 64064; and Matt Schlicht, PE, PLS, Engineering Solutions, 50 SE 30th Street, Lee's Summit, Missouri 64082.

MINUTES

Mayor Davis moved to approve the November 6, 2017, Planning Commission meeting minutes. Councilman Trutzel seconded the motion. All members present voted in favor, and the motion carried.

PUBLIC HEARING – A request to vacate unimproved Belton Avenue in the Autumn Woods Subdivision, north of Markey Road and legally described as:

Description:

All of the East Half of Belton Avenue as platted on the recorded plat of Neff Lake, A Subdivision recorded on May 26, 1927 as Document No. 28474 in Plat Book 1 at Page 78, and being described more particularly as all that part of Southwest Quarter of Section 02, Township 46 North, Range 33 West of the Fifth Principle Meridian in Belton, Cass County, Missouri, Beginning at the Southeast Corner of said Quarter Section: Thence North 85 degrees, 50 minutes, 37 seconds West, along the South line of said Quarter Section, a distance of 477.73 feet; Thence North 02 degrees, 49 minutes, 30 seconds West, a distance of 40.01 feet to the True Point of Beginning; Thence Continuing North 02 degrees, 49 minutes, 30 seconds East, a distance of 821.86 feet; thence South 87 degrees 10 minutes, 19 seconds East, a distance of 20.00 feet; Thence South 02 degrees, 49 minutes, 30 seconds West, a distance of 822.33 feet; Thence North 85 degrees, 50 minutes, 37 seconds West, a distance of 20.00 feet to the True Point of Beginning, containing 16,441.9 square feet and or 0.38 Acres, more or less.

Mr. Clements gave an overview of the staff report for the request to vacate unimproved Belton Avenue in the Autumn Woods Subdivision, north of Markey Road. The staff report is attached as Exhibit A.

The Commission had a question regarding the drainage ditch in the area. Staff stated the drainage ditch is not an issued.

Vice-Chairman Christensen opened the public hearing at 6:05 p.m. to receive any public input concerning the request to vacate unimproved Belton Avenue in the Autumn Woods Subdivision, north of Markey Road. There was no public input and the public hearing was closed at 6:06 p.m.

Councilman Trutzel moved to approve the request to vacate unimproved Belton Avenue in the Autumn Woods Subdivision, north of Markey Road.

The motion was seconded by Commission MacPherson. When a vote was taken, the following was recorded:

Ayes: 6 – Mayor Jeff Davis, Councilman Chet Trutzel, Vice-Chairman Chris Christensen, Commissioners Scott Swaggart, Kara Anderson, and Tom MacPherson

Noes: 0 – None

Absent: 3– Chairman Holly Girgin, Commissioners Sally Davila and Tim McDonough.

The motion carried and will be forwarded to the City Council.

PUBLIC HEARING – Consideration of a revised preliminary plat for the Traditions subdivision, an existing R-3 Planning Unit Development, located at part of government Lot 2 of the SW ¼ of Section 18, Township 46 North, Range 32 West, in the City of Belton, Missouri, Cass County, Missouri.

Mr. Clements gave an overview of the staff report for the consideration of a revised preliminary plat for the Traditions subdivision, an existing R-3 Planning Unit Development. Mr. Clements stated he had some edits to the conditions that were listed in the staff report. The staff report is attached as Exhibit B.

The Commission had several questions regarding water detention, roadway parking on Shane Lane, side yard setbacks on the smaller lots, the trail system, the senior housing development, changing from cluster homes to 4-plexes, and an additional exit from the Traditions subdivision as follows:

- The Commission stated they are not satisfied with the stormwater detention. The City has experienced difficulties in the past with a similar situation.
 - Mr. Schlicht stated that the stormwater detention was approved in 2006. Since, 2006 there have been many changes in standards for stormwater detention. If they are required to follow APWA standards it is possible the sewer that is already in place will not be usable. Mr. Schlicht believes they are doing more than what was required in 2006, but will not be able to meet APWA standards.
 - Ms. McGuire recommended looking into slowing the stormwater and detaining the water further north in the development. The stormwater will have to be managed and the applicant will need to look at alternatives.
 - Mr. Schlicht stated he would like to keep the north stormwater detention pond that is already in place.
 - Mr. Schlicht stated he will work with City staff on the stormwater detention.
- Concerns were raised regarding removing the medians on Shane Lane and homeowners parking on Shane Lane. Mr. Schlicht stated the twelve foot medians were removed to provide additional green space elsewhere in the development. Mr. Schlicht specified they could add No Parking signs to Shane Lane.

- If a larger home is built on the 6,000 square foot lots then there is a possibility the home would only be five feet from the property line. Additionally, there is a possibility of only ten feet of space from one home to another.
- Mr. Schlicht stated their intentions are not to remove the trails. They would like to relocate the trail from underneath the power lines. Removing the trail from under the power lines would allow them to add plantings and benches along the trail.
 - The area under the power lines will be maintained by the HOA and could be used as an open space.
 - The Commission would like to keep the same amount of linear feet of trail that was approved with the PUD.
- The senior housing project is looking as though it might not happen by using state funding. They would like to look at alternative ways for the project to occur.
- Mr. Schlicht stated the cluster homes were designed as two 4-plexes that were facing each other with a concrete interior courtyard. They have changed the plan to just one 4-plex without the concrete courtyard.
- Mr. Schlicht would like the Commission to reconsider staff recommendation number eight (8):
 - 8. As part of a final plat being filed for the multi-family units at the northeast corner of the site, a second point of access shall be provided.
 Mr. Schlicht would like to change it to:
 - As part of the final plat for the multi-family units in Phase C, a second point of access shall be provided or as approved by the Fire Chief.

Ms. Barton stated that staff has valid concerns regarding the stormwater detention. Mr. Schlicht stated that he has spoken with the Graham's regarding the water drainage onto their property and added he is also their Engineer for that site.

Vice-Chairman Christensen opened the public hearing at 7:09 p.m. to receive any public input concerning the consideration of a revised preliminary plat for the Traditions subdivision, an existing R-3 Planning Unit Development. There was no public input and the public hearing was closed at 7:09 p.m.

Councilman Trutzel moved to approve the consideration of a revised preliminary plat for the Traditions subdivision, an existing R-3 Planning Unit Development, located at part of government Lot 2 of the SW ¼ of Section 18, Township 46 North, Range 32 West, in the City of Belton, Missouri, Cass County, Missouri with the following conditions:

1. Revised Preliminary Plat for Traditions as prepared by Engineering Solutions, dated January 13, 2017, including pages for single-family residential, multi-family residential, commercial and landscape plans.
2. The Storm Drainage Study submitted with the application does not meet current detention requirements. Supplemental information shall be submitted to the City Engineer to evaluate the waiver request pertaining to detention release rates and unique stormwater conditions or constraints.
3. Future right-of-way dedications shall be shown on the final plat.
4. As part of a final plat for the multi-family units in Phase C, a second point of access shall be provided.
5. Construction of sidewalks shall be as designated on the original PUD.
6. Building design and materials shall be as approved with the original PUD.

7. The revised Preliminary Plat shall be approved for a period of two years, if no final plat is filed within the two year period, the preliminary plat is lapsed and shall be resubmitted to the Planning Commission.
8. Documents providing for the establishment of the homeowners association shall be submitted before the approval of a final plat.
9. The applicant shall provide a revised trail plan with the same linear feet of trail that was approved with the PUD. The revised trail plan shall be received before the City Council reviews the revised Preliminary Plat.
10. The City Council shall review the revised preliminary plat for appropriate compliance with the approved PUD.

The motion was seconded by Mayor Davis. When a vote was taken, the following was recorded:
Ayes: 6 – Mayor Jeff Davis, Councilman Chet Trutzel, Vice-Chairman Chris Christensen, Commissioners Scott Swaggart, Kara Anderson, and Tom MacPherson
Noes: 0 – None
Absent: 3– Chairman Holly Girgin, Commissioners Sally Davila and Tim McDonough.

The motion carried and will be forwarded to the City Council.

DIRECTOR'S REPORT

- Mr. Clements announced that Ashley Scherer has been reclassified from an Administrative Assistant to a Development Technician. This position will help the Director with professional planning work.
- The permit for Hawaiian Brothers located at 1112 East North Avenue has been released.
- 155th Street Interchange Ribbon Cutting will be on December 15, 2017.

NEXT MEETING DATE: February 5, 2018

ADJOURNMENT

Mayor Davis moved to adjourn the meeting. The motion was seconded by Commissioner MacPherson. All voted in favor, and the meeting adjourned at 7:18 p.m.

Ashley Scherer
Development Technician

Exhibit A



PLANNING COMMISSION
MONDAY, DECEMBER 4, 2017 – 6:00 P.M.
CITY HALL ANNEX, 520 MAIN STREET

CASE NUMBER: #VAC17-01 Consideration of a request to vacate unimproved Belton Avenue in the Autumn Woods Planned Unit Development, on the north side of Markey Road, just west of Scott Avenue.

OWNER/APPLICANT: City of Belton/DTR Properties

ENGINEER/SURVEYOR: Huffman Land Surveyor, LLC

BACKGROUND: Autumn Woods is an R-3 Planned Unit Development, approved in 2015. The plan included 101 residential units on 9.81 acres. The vacation of unimproved Belton Avenue is a requirement of the final plat. Please see the attached exhibit noting the location of the right-of-way along the west property line of the development.

Streets and utilities have been installed in Autumn Woods, and the applicant will soon be requesting initial permits for new construction. It is necessary to complete the required vacation of Belton Avenue in order to meet requirements of the PUD and final plat.

REVIEW:

Belton Avenue is a dedicated, unimproved right-of-way along the west line of Autumn Woods. There are no plans to improve this street, and there are no municipal or private utilities in the area of the vacation that would be adversely impacted by the vacating the right-of-way.

Staff sent letters to KCPL, AT&T, Spire and Time Warner requesting comment and input on the vacation. No comments have been received.

Additionally, staff sent letters to all adjoining property owners advising residents of the vacation public hearing. No comments have been received.

There are no driveways or points of access from the area of the vacation. No properties are addressed along this portion of Belton Avenue.

STAFF RECOMMENDATION:

Staff recommends approval of the vacation of unimproved Belton Avenue in order to meet the requirements of the final plat for Auburn Woods.

PLANNING COMMISSION ACTION

1. Motion to recommend **approval** of the vacation of Belton Avenue.
2. Motion to recommend **denial** of the vacation of Belton Avenue.
3. Motion to **continue** the case pending additional information.

EXHIBIT B



**PLANNING COMMISSION
MONDAY, DECEMBER 4, 2017 – 6:00 P.M.
CITY HALL ANNEX, 520 MAIN STREET**

CASE NUMBER: #PP17-03 Consideration of a revised preliminary plat for Traditions, a 113 acre site Planned Unit Development on the east side of Mullen Road, north of Cambridge Road.

OWNER/APPLICANT: Sallee Real Estate Investments, LLC.

ENGINEER: Engineering Solutions/Matt Schlicht

BACKGROUND: The Traditions is a mixed use R-3 Planned Unit Development, approved in 2006. The original plan was 113 acres, and included an area of multi-family on the north portion of the site, and a future commercial area proposed along Mullen Road.

Single-family lots are approved for the remaining areas of the PUD. The plan included single-family homes with a 9,240 square foot minimum lot size, and a smaller lot size of 6,000 square feet. An initial phase of single-family homes is being constructed south of Sycamore Street, along with a pool and clubhouse.

This application was filed to provide for future residential phases for the Traditions subdivision south to Cambridge Road, and to allow additional four-unit buildings to be constructed on the northeast corner of the site. Please see the attached narrative from the applicant.

REVIEW:

Revised design/lot lay-out- The original site plan for the PUD is attached. The plan provided for **164** single-family lots, a mix of the 9,240 square foot lots, and the 6,000 square foot lots. The revised plan provides **172** lots, the location of the larger lots is noted in dark gray on the plan, the smaller lots are shown in light gray on the plan.

The applicant also points out that houses to be constructed on the smaller 6,000 square foot lots will meet all setbacks and area requirements of the Unified Zoning Code. A plot plan was prepared that illustrates a typical single-family home on the smaller lots.

The application also includes a change to the units on the northeast portion of the site. The cluster homes as originally approved with the PUD are proposed to be changed to four-unit multi-family units, similar to the Phase I buildings currently under construction. These units would be permitted with the under-lying R-3 zoning.

Streets- The original PUD included a road labeled as Traditions Parkway, this was a main collector through the subdivision with a 100 foot right-of-way and landscape medians. This road is labeled as Shane Lane

on the revised plat. Shane Lane has a 50 foot right-of-way, and there is only a landscaped median at the Cambridge Road intersection.

The applicant notes that eliminating the wide right-of-way and the landscaped medians provides for more useable open space on the revised plat, including the pool and clubhouse area and open space Tract B.

Detention- The revised plat will provide stormwater detention in Tract A, as shown on the original PUD. A Storm Drainage Study was submitted to provide information on this detention. However, a preliminary review indicates that this detention does not meet current requirements.

To address this, the applicant has requested a waiver of certain requirements pertaining to release rates. Such a waiver is provided for in the standards of the American Public Works Association (APWA). This waiver process allows the City Engineer to address unique stormwater conditions or constraints.

Additional information is necessary to the City Engineer to evaluate the waiver request, including further details on the detention outfall and discharge rates.

Trail Network- The original PUD included a trail on the Missouri Public Service easement on the western portion of the site, and a trail around the detention pond in Tract A. The applicant is proposing that these two trail elements be eliminated with the revised plat.

A new trail location is proposed on Tract B with pedestrian access to the pool and clubhouse.

Staff would recommend that the trail on the Missouri Public Service easement and the trail around the detention pond in Tract A be included on the revised preliminary plat and the final plat. These trails are a requirement of the PUD, and should not be eliminated with this revised plan.

Conditions should be included that identify the timing of the trail construction with the future residential phases.

Landscaping- A landscape plan was submitted with the revised preliminary plat, showing street trees planted at a 30 foot spacing along public streets. This meets the requirements of the Unified Development Code. Additionally, there are areas of supplemental plantings on the open space tracts.

There shall also be .75 trees planted for every dwelling unit for the future phases.

Sidewalks- The original PUD included provisions for sidewalks along all public streets.

STAFF RECOMMENDATION:

Staff recommends approval of the revised Preliminary Plat for the Traditions, subject to the following conditions:

1. Revised Preliminary Plat for Traditions as prepared by Engineering Solutions, dated January 13, 2017, including pages for single-family residential, multi-family residential, commercial and landscape plans.

2. Supplemental information shall be submitted to the City Engineer to evaluate the waiver request pertaining to detention release rates.
3. Future right-of-way dedications shall be shown on the final plat.
4. The preliminary plat shall be revised to include a trail on the Missouri Public Service easement and the trail around the detention pond in Tract A, as originally approved with the PUD.
5. The trail on the Missouri Public Service easement shall be constructed from Sycamore Street to Cambridge Road as part of Phase 4 construction.
6. The trail on Tract B shall be constructed from Shane Lane to the pool at the time of Phase 3 construction, and completed prior to Phase 4 construction.
7. The trail around the detention pond in Tract A shall be constructed as part of Phase 5 construction, and completed prior to Phase 6.
8. As part of a final plat being filed for the multi-family units at the northeast corner of the site, a second point of access shall be provided.
9. Construction of sidewalks shall be as designated on the original PUD.
10. Building design and materials shall be as approved with the original PUD.
11. The revised Preliminary Plat shall be approved for a period of two years, if no final plat is filed within the two year period, the preliminary plat is lapsed and shall be resubmitted to the Planning Commission.
12. Documents providing for the establishment of the homeowners association shall be submitted before the approval of a final plat.

PLANNING COMMISSION ACTION

1. Motion to recommend **approval** of the revised Preliminary Plat for the Traditions.
2. Motion to recommend **denial** of the revised Preliminary Plat for the Traditions.
3. Motion to **continue** the case pending additional information.

SECTION VI

A

**MINUTES OF THE
BELTON CITY COUNCIL
SPECIAL MEETING
MARCH 20, 2018
CITY HALL ANNEX, 520 MAIN STREET
BELTON, MISSOURI**

Mayor Davis called the special meeting to order at 7:01 P.M.

Councilman Finn led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Jeff Davis, Councilmen Ryan Finn, Gary Lathrop, Bob Newell, Councilwoman Peek, Councilmen Tim Savage, Chet Trutzel, and Dean VanWinkle. Absent: Councilman Jeff Fletcher. Also present: Alexa Barton, City Manager; Megan McGuire, City Attorney, and Patti Ledford, City Clerk. Mayor Davis said Councilman Fletcher has the flu and we wish him well.

ORDINANCES:

Councilwoman Peek moved to reintroduce Bill No. 2018-15. Councilman Newell seconded. All present voted in favor. Councilman Fletcher absent. Motion carried.

Patti Ledford, City Clerk, gave the first reading of Bill No. 2018-15: **An ordinance approving the proposed fiscal year 2019 City budget, as revised, and appropriating funds from the revenues of the City.** Presented by Councilwoman Peek, seconded by Councilman Trutzel. **Councilman Trutzel moved to amend the budget to include the 2.3% increase in the cost of the health insurance for employees.** Councilman Lathrop seconded. Councilman Savage asked what the exact cost of the increase is to the budget. Alexa Barton, City Manager, said approximately \$60,000.00, but does not have the exact amount. Councilman Savage said the City Manager is not in support of picking up the increase of the insurance. Vote on the motion to amend was recorded with all voting in favor except Councilmen Savage and VanWinkle voting no. Councilman Fletcher absent. Motion carried. Vote on the first reading, as amended, was presented by Councilman Trutzel, seconded by Councilwoman Peek. The following vote was recorded with all voting in favor, except Councilmen Savage and VanWinkle. Councilman Fletcher absent. **Councilwoman Peek moved to hear the final reading.** Councilman Trutzel seconded. All voted in favor to hear the final reading except Councilmen Savage and Trutzel. Councilman Fletcher absent. Councilman Savage asked what the rush is for the final reading tonight. Councilwoman Peek said she feels the Council needs to go ahead and vote and get the budget passed. Councilman Trutzel was in agreement, along with Councilman Finn who said the Council has been going over the budget for weeks. Councilman VanWinkle said his concern is we are cutting the reserves very close. The city manager is a professional in this field and she is not comfortable with activities to revise the budget and he is not comfortable with the budget. He is not saying he can't be convinced, but he would rather see some proposals to get closer or a compromise to get closer to where we need to be to stay fiscally responsible. Councilman Savage said that was well said and agrees with Councilman VanWinkle. Councilman Savage said there is another week available to review the budget and it might make it better or might make it worse, but it doesn't have to be passed tonight and he would like to come up with a resolution

that will work for everyone if at all possible. Being no further discussion, the Council was polled and the following vote recorded; Ayes: 6, Councilmen Newell, Finn, Trutzel, Mayor Davis, Councilman Lathrop and Councilwoman Peek; Noes: 2, Councilmen Savage and VanWinkle; Absent: 1, Councilman Fletcher. Bill No. 2018-15 was declared passed and in full force and effect as Ordinance No. 2018- 4415 subject to Mayoral veto.

In other business Councilwoman Peek reported on some Park activities:

- Councilwoman Peek announced the Park is having an Easter egg hunt at Memorial Park on March 24 sponsored by Hy-Vee. Hy-Vee has donated 10,000 eggs. The event kicks off at 10:00 A.M. with free events and the egg hunt will begin promptly at 11:00 A.M. The event is free and is open to area youth up to 10 years old.
- The 5th Annual Stream Clean Up event is March 31 at Wallace Park. Registration begins at 8:30 A.M. Coffee and donuts will be served; 9:00 A.M. pick up trash along the stream; 11:00 A.M. Stream monitoring demonstration by the Missouri Stream Team; 11:30 A.M. hot dogs will be served.
- Park Board is narrowing down on the hiring of a Park Director

Mayor Davis reported:


- The Main Street Theatre will have its final performance of Red Velvet Cake Wars this weekend, Friday-Sunday.
- The St. Patrick's Day parade was extremely well attended. He thanked Darin Jones for coordinating the parade. The committee did a great job – they made us proud.

Councilman Savage said he would like to consider going back to the fourth Tuesday of the month work session. There is a lot going on and some agenda packets are very long. He felt more confident and in touch with two work sessions a month.

Mayor Davis said the next work session is election night April 3. There will be a motion to cancel that work session on the March 27 regular meeting agenda.

Councilman Newell thanked Ms. Barton and Ms. Ernzen for all the information provided on the budget – it was very helpful. Mayor Davis said it was a bucketful of information. The presentation was outstanding and it is appreciated.

Being no further business, Councilman Lathrop moved to adjourn at 7:16 P.M. Councilwoman Peek seconded. All present voted in favor. Councilman Fletcher absent. Meeting adjourned.


Patti Ledford, City Clerk

Jeff Davis, Mayor

**MINUTES OF THE
BELTON CITY COUNCIL MEETING
MARCH 27, 2018 – 6:15 P.M.
CITY HALL ANNEX
520 MAIN STREET, BELTON, MISSOURI**

Mayor Davis called the meeting to order at 6:15 P.M.

Councilman Lathrop led the Pledge of Allegiance to the Flag.

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

POLICE DEPARTMENT PRESENTATION OF 2017 DEPARTMENTAL AWARDS

Police Chief James Person said the Police Department gives out certain awards yearly. They have the office of the year, civilian of the year and commendations for certain events that may have gone on during the year. Also, we have been going through a promotion process. At the end of last year we had some retirements and have been filling some slots. He announced that Ken Hitterman has been promoted to Corporal and will serve as an assistant shift commander and Dan Davis has been promoted to Lieutenant and will become the Patrol Division Commander.

The following awards were presented:

Combat Valor Award:

Officer Josh Adamson for a traffic violation incident on October 21, 2017. The driver failed to yield, a pursuit ensued into a residential area, ending in a cul-de-sac. The suspect fled on foot and Officer Adamson followed. The suspect turned and pointed a hand gun in his direction and fired several times. Thankfully, Officer Adamson was not hit but did sustain minor injuries during a foot pursuit. Backing officers assisted searching for the suspect, tactically clearing a vacant building during hazardous weather, conducting several residence check and further investigation. The suspect was subsequently arrested at a residence in Lawrence, Kansas and returned to Cass County for prosecution.

Meritorious Service Bar:

For the response team to a potentially dangerous incident with Officer Josh Adamson on October 21, 2017:

Dispatcher Brittany Smith
Dispatcher Jannell Hulbert
Lt. Travis George
Lt. Norman Shriver
Sgt. Shawn Hornbeck
Sgt. James Hasch
Det. Jeff DeCook
Det. Orion Mata
Det. Jeff Richardson

Officer Stephen Jackson
Officer Rusty Sullivan
Officer Zach Lane
Officer A.J. Haus
Officer Patrick Hepner
Officer Domenic Difiore
Officer Tim Vogel
Officer LaShaya Folvarcik
Officer Logan Harrison

Det. Mike Strong
Corporal Bill Peek
Corporal Brian Witherspoon

MPO Ken Hitterman
MPO Shane Trotter

Combat Valor Award:

Officer Josh Adamson for a deadly incident on February 14, 2018. For his unconditional bravery in confronting an armed suspect.

Medal of Honor:

MPO Ronald Trotter, Police Officer Brittany Smith and MPO Ken Hitterman for a deadly incident on February 14, 2018, for their courageous calm response, pursuit and confrontation on I-49.

Honorable Service Bar:

Corporal Brian Witherspoon for his incident command during a deadly incident on February 14, 2018.

Honorable Service Bar:

Communication Officers Tabatha Talley and Ernie Sheldrake for their calm professional abilities displayed in communications during a deadly incident on February 14, 2018.

Civilian of the Year:

Ernie Sheldrake

Officer of the Year:

Domenic Difiore

Chief Person said 1 ½ weeks ago Ernie and Domenic attended the annual law enforcement dinner at the Cass County Elks Lodge and were presented their awards. Chief Person said he met Domenic's mother when he graduated from the Police Academy and she was a proud mother. She made an impression on him and Domenic has made quite an impression on the Police Department since he came on board.

At 6:36 P.M. Councilman Lathrop moved to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1, and that the record be closed. Councilwoman Peek seconded. The following vote was recorded: Ayes: 9, Mayor Davis, Councilwoman Peek, Councilmen Finn, VanWinkle, Newell, Fletcher, Lathrop, Savage, and Trutzel.

Before entering Executive Session the Council took a quick break for a reception to honor the Police Department award recipients.

The Council returned from Executive Session at 8:19 P.M.

CONSENT AGENDA:

Councilman Savage moved to approve the consent agenda consisting of a motion approving the minutes of the March 13, 2018, City Council Regular Meeting; a **motion approving the February 2018 Municipal Police Judge's Report**; a **motion canceling Work Session on**

April 3, 2018; a motion approving renewal of Blue Cross & Blue Shield employee provided health insurance, Delta Dental employee provided dental insurance, Superior Vision employee provided vision insurance and the EAP plan beginning July 1, 2018; and a Motion approving Resolution R2018-18:A resolution appointing Paul Fyffe to the Municipal Park Board. Councilman Lathrop seconded. All voted in favor. Consent agenda approved.

PERSONAL APPEARANCES:

Diane Huckshorn, Belton Chamber of Commerce (323 Main Street, Belton) – requested from Downtown Belton Main Street Design and Promotion Committee to host a community wide spaghetti dinner fundraising event at Belton Fire Station #2 (223 Main Street, Belton) Friday June 8 or Friday June 15, 2018. Funds raised will be used for Christmas ornaments and decorations for Main Street. She said she has talked with Norman Larkey Fire Chief and he is in favor of this at the fire station.

Councilman Savage moved to approve a community wide spaghetti dinner fundraising event at Belton Fire Station #2 (223 Main Street) on Friday June 8 or Friday June 15, 2018 hosted by Downtown Main Street, Inc., to raise money for Christmas lights and decorations for Main Street. Councilman Fletcher seconded. Vote on the motion was recorded with all voting in favor. Motion carried.

Councilman Trutzel suggested Downtown Main Street, Inc., consider in the future free WiFi for which might encourage shoppers to Main Street.

Mayor Davis asked Ms. Huckshorn how many chamber members there are. Ms. Huckshorn said as of today there are 303 members. He said he appreciates the work the Chamber does.

Rusty Sullivan, Downtown Belton Main Street, Inc., (117 W. North Avenue, Belton) – requested permission for road closure from Herschel Street to Chestnut Street, down Main Street, for 2018 Cruisin' Main Street Car Cruises – April 28, May 26, June 23, July 28, August 25, September 22, & October 27, 2018, from 3:00-9:00 pm; and October 7, 2018, from 9:00 am – 4:00 pm, for a car show. If a cruise is canceled due to weather, the cruise will be rescheduled for the following Saturday.

Councilman Fletcher moved to approve road closure from Herschel Street to Chestnut Street, down Main Street, for 2018 Cruisin' Main Street Car Cruises – April 28, May 26, June 23, July 28, August 25, September 22, & October 27, 2018, from 3:00-9:00 pm; and October 7, 2018, from 9:00 am – 4:00 pm. (if inclement weather the cruise will be held the following Saturday). Councilwoman Peek seconded. All voted in favor. Motion carried.

Mr. Sullivan noted Downtown Main Street, Inc., signed a check today for WiFi on Main Street.

ORDINANCES:

Patti Ledford, City Clerk, gave the final reading of Bill No. 2018-13: **An ordinance of the City of Belton, Missouri authorizing and approving a construction service agreement with SAK Construction, LLC for the 30", 27", and 18" interceptor lining in a not-to-exceed amount of \$1,167,949.50.** Presented by Councilman Trutzel, seconded by Councilman Savage. The Council was polled and the following vote recorded: Ayes: 9, Councilmen Newell, Finn, Trutzel,

Mayor Davis, Councilmen Lathrop, Fletcher, VanWinkle, Councilwoman Peek, and Councilman Savage; Noes: None; Absent: None. Bill No. 2018-13 was declared passed and in full force and effect as Ordinance No. 2018-4416, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2018-14: **An ordinance authorizing and approving the City of Belton, Missouri through its fire department to enter into a professional services agreement for medical director services with Dr. Erik J. Stamper, D.O.** Presented by Councilman Newell, seconded by Councilwoman Peek. The Council was polled and the following vote recorded: Ayes: 9, Councilmen Fletcher, Trutzel, Savage, Lathrop, Newell, Mayor Davis, Councilmen VanWinkle, Finn, and Councilwoman Peek; Noes: None; Absent: None. Bill No. 2018-14 was declared passed and in full force and effect as Ordinance No. 2018-4417, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2018-16: **An ordinance approving the participating course agreement with the Club Membership, LLC for individual and corporate club membership benefits at the Eagles' Landing Golf Course.** Presented by Councilman Finn, seconded by Councilman Lathrop. The Council was polled and the following vote recorded: Ayes: 9, Mayor Davis, Councilwoman Peek, Councilmen Finn, VanWinkle, Newell, Fletcher, Lathrop, Savage and Trutzel; Noes: None; Absent: None. Bill No. 2018-16 was declared passed and in full force and effect as Ordinance No. 2018-4418, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2018-17: **An ordinance amending sections: 42-36, Rates inside the City; 42-38, Water rates for approved water districts or local governments; 42-39, Rates for water consumed outside city; 42-296, Sewer system user rates; of the unified development code of the City of Belton, Missouri.** Presented by Councilwoman Peek, seconded by Councilman Lathrop. The Council was polled and the following vote recorded: Ayes: 9, Councilman Trutzel, Councilwoman Peek, Councilmen Savage, VanWinkle, Newell, Fletcher, Lathrop, Finn, and Mayor Davis; Noes: None; Absent: None. Bill No. 2018-17 was declared passed and in full force and effect as Ordinance No. 2018-4419, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2018-18: **An ordinance of the City of Belton, Missouri, as a participating agency, authorizing and approving a Cooperative Agreement one-year extension including Addendum #1 adding and expanding the scope of work for the City of Belton with Superior Bowen Asphalt Company, LLC for the 2017 Street Preservation Project Overlay finalized in January 2018.** Presented by Councilman Trutzel, seconded by Councilwoman Peek. The Council was polled and the following vote recorded: Ayes: 9, Councilmen Lathrop, Finn, Trutzel, VanWinkle, Newell, Fletcher, Mayor Davis, Councilwoman Peek and Councilman Savage; Noes: None; Absent: None. Bill No. 2018-18 was declared passed and in full force and effect as Ordinance No. 2018-4420, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2018-19: **An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2018 Adopted City Budget.** Presented by Councilwoman Peek, seconded by Councilman Trutzel. The Council was polled and the following vote recorded: Ayes: 9, Councilmen Finn, Fletcher, VanWinkle, Trutzel, Savage, Newell, Councilwoman Peek, Mayor Davis, and Councilman Lathrop; Noes: None; Absent: None. Bill No. 2018-19 was declared passed and in full force and effect as Ordinance No. 2018-4421, subject to Mayoral veto.

Ms. Ledford gave the first reading of Bill No. 2018-20: **An ordinance amending Chapter 15 – Offenses, Article IV – Offenses Against Property, Section 15-250 - Trespassing of the Code of Ordinances of the City of Belton, Missouri to provide an alternative enforcement and penalty structure for trespass upon property of others in the second degree.** Presented by Councilwoman Peek, seconded by Councilman Newell. Police Chief James Person said City Prosecutor Bill Marshall requested the revision to this ordinance. It makes it a strict liability for the person doing the trespassing. This ordinance brings ours in line with all jurisdictions and the state and also relieves the city prosecutor of having to prove some communication to the trespasser not to be on property. Councilman Trutzel asked if there is a procedure for reporting a trespasser, specifically someone three wheeling. Chief Person said if there is open ground and someone is three/four wheeling or trespassing and they don't have explicit permission from the property owner then it is trespassing. Councilman Lathrop asked if it is a minor offense. Bill Marshall, City Prosecutor, said it is called an infraction which is lesser than regular trespassing and has a limited maximum fine of \$400. The maximum fine allowed by law is \$500. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Ledford gave the first reading of Bill No. 2018-21: **An ordinance approving the engagement of Troutt, Beeman and Company to audit the city financial records for fiscal year 2018.** Presented by Councilman Lathrop, seconded by Councilwoman Peek. It was noted that per the Council's request, the City will request proposals in Fall 2018 to audit Fiscal Year 2019. Sheila Ernzen, Finance Director, said the City will probably see the price increased. Troutt, Beeman has kept the fees relatively the same, they already have the work paper files set up, they know our ordinances and charter and they have all the background information so they can easily go in and go right to testing. A new firm would have to get familiar with our ordinances, charter, policies and procedures. There is a good chance the City will see increased fees when go out for bid. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Ledford gave the first reading of Bill No. 2018-22: **An ordinance of the City of Belton, Missouri authorizing and approving the mowing and abatement contract with KMT Services, LLC for public works and planning and building properties.** Presented by Councilwoman Peek, seconded by Councilman Trutzel. All voted in favor. **Councilman Newell moved to hear the final reading.** Councilwoman Peek seconded. All voted in favor. The final reading was read. Presented by Councilman Trutzel, seconded by Councilwoman Peek. The Council was polled and the following vote recorded; Aye: 9, Councilwoman Peek, Mayor Davis, Councilmen Finn, VanWinkle, Newell, Fletcher, Lathrop, Savage, and Trutzel; Noes; None; Absent: None. Bill No. 2018-22 was declared passed and in full force and effect as Ordinance No. 2018-4422, subject to Mayoral veto.

Ms. Ledford gave the first reading of Bill No. 2018-23: **An ordinance of the City of Belton, Missouri approving a cost-sharing agreement with Mid-America Regional Council (MARC) for the Kansas City Metropolitan Regional Aerial Photography Project at a cost of \$3,326.36.** Presented by Councilman Trutzel, seconded by Councilman Lathrop. Ms. Barton said this is generated through MARC and will provide the City with updated mapping. The cost is slightly more than last year. Vote on the first reading was recorded with all voting in favor. **Councilman Lathrop moved to hear the final reading.** Councilwoman Peek seconded. All voted in favor. The final reading was read. Presented by Councilwoman Peek, seconded by Councilman Lathrop. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Savage, Newell, Finn, VanWinkle, Mayor Davis, Councilmen Trutzel, Lathrop,

Councilwoman Peek, and Councilman Fletcher. Bill No. 2018-23 was declared passed and in full force and effect as Ordinance No. 2018-4423, subject to Mayoral veto.

RESOLUTIONS:

Ms. Ledford read Resolution R2018-19: **A resolution formally accepting the Belton Gateway Addition Unit Number Two new public infrastructure including 2,183 feet of 8” water line, 662 feet of 10” sanitary sewer line, 720 feet of 8” sanitary sewer line and three fire hydrants with an irrevocable letter of credit securing the two year maintenance guarantee through Great Southern Bank.** Presented by Councilman Lathrop, seconded by Councilwoman Peek. Vote on the resolution was recorded with all voting in favor. Resolution passed.

CITY COUNCIL LIAISON REPORTS:

Councilwoman Peek, Park Board Liaison, said the Park held an Easter egg hunt last Saturday. It was a huge success.

The 5th annual Belton stream event will be held at Wallace Park March 31 starting at 8:00 A.M., registration pick up begins at 9:00 A.M.

The Park Department will be competing for a “Meet Me at the Park” Earth Month campaign grant. The National Recreation and Park Association is collaborating with The Walt Disney Company, including Disney, ABC Television Group and ESPN, to help fund local park improvement projects across the country through the national “Meet Me at the Park” Earth Month campaign. The City that receives the most nominations will receive a \$20,000 grant to improve a local park. She said we have a chance to help make a difference to one of our parks and could get a \$20,000 grant. Voting begins April 1 by going to www.nrpa.org. Further information can be found on the park website at www.beltonparks.org.

The Tree Board still working on their long range plan

MAYOR’S COMMUNICATIONS: None

CITY MANAGER’S REPORT:

Alexa Barton, City Manager, said the City has been nominated for an Innovative Award for our composting project, through the Missouri Municipal League (MML). She encouraged Council members to vote. Voting ends March 28. There are numerous projects nominated for the Innovative Award and Belton is the first city listed.

Ms. Barton provided an update on the interceptor that failed due to the storm yesterday. It is located at near the Timbercreek Subdivision, south of Cambridge and north and east of The Plateau. We called our on-call contractor Pyramid. They have already been onsite and contacted Department of Natural Resources (DNR) who encouraged us to stabilize and do stream bank work. We are also putting in a pumping system to stop the flow of water which occurred right before the manhole. She gave kudos to the public works, transportation and water and wastewater departments for providing a gravel road as well as access to the emergency area which was required by DNR to have a pumping station put into place so we are catching that downstream. Those departments are a fine oiled machine and she is so proud of each and every one of them. This situation caused a representative from DNR to come out and they were

impressed at how quickly we moved and how responsive we were at getting the situation under control. More information will be provided as repairs go on.

The farm lease agreement for Markey Industrial Parkway has gone out for bid and closes this Thursday. That contract was in place last year for one year and extended in prior years. The Council will be hearing more information on that as those bid results come in and a contract put into place to farm that land.

The City has a Use Tax issue on the April 3 ballot. The City, in conjunction with Liberty, Blue Springs and Odessa, has issued a factual news release today on the Use Tax issue. We are holding and hosting a media event tomorrow at 10:30 A.M. at City Hall. Laura Holloway from the Missouri Municipal League will be present to talk about the Use Tax as well as Chief Person and herself on how the use tax works and the impact that it could have for the community. She reminded people to vote on Tuesday, April 3.

Below are the April meetings:

April 2018 meetings

- 4/3 work session – canceled
- 4/10 work session – 6:30 pm
regular session – 7:00 pm
- 4/17 special meeting – 6:30 pm
- 4/24 regular session – 7:00 pm

MOTIONS:

Mayor Davis said as the city staff has begun to apply the North Scott Corridor Plan designated zones and uses with potential developers of several large tracts of land, a few questions have come up. One of the questions in particular is the Table of Uses as it relates to industrial type development and the distinction between general and limited uses. I would like to recommend that the Council ask the city staff and ultimately the Planning Commission to explore this distinction. Knowing this, **Mayor Davis moved Pursuant to Section 20-1 (b) of the UDC, the City Council requests the city staff and the Planning Commission to hold a public hearing to review and discuss a text amendment to the North Scott Corridor Overlay District under Section 18-8 of the UDC regarding the Table of Uses, in particular, the Industrial Uses.** Councilman Fletcher seconded. Vote on the motion was recorded with all voting in favor. Motion carried.

OTHER BUSINESS:

Councilman Trutzel said there are cars parked on streets parallel to each other and he has had difficulty navigating through those areas which then led him to question the difficulty this must create for fire engines and emergency vehicles negotiating between two vehicles parked parallel on streets. Fire Chief Norman Larkey said it can be difficult. Police Chief James Person said the Police Department will enforce whatever the Council passes but often times the ordinances are rescinded because of complaints from constituents.

Being no further business, Councilman Lathrop moved to adjourn at 9:01 P.M. Councilwoman Peek seconded. All voted in favor. Meeting adjourned.


Patti Ledford, City Clerk

Jeff Davis, Mayor

SECTION VIII

C

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

WHEREAS, the election of municipal officers was held on Tuesday, April 3, 2018.

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

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

Section 1. It is hereby found, declared and determined in accordance with the certification of election results from the Cass County Clerk, at the annual election of municipal officers held April 3, 2018, in conformity with the laws of the State of Missouri, as follows:

1. For the office of Councilman, Ward 1:

| CANDIDATE | TOTAL VOTES RECEIVED |
|-----------------------|-----------------------------|
| Ryan Finn | 268 |
| Bobby Davidson | 179 |

The City Council does find that Ryan Finn is the candidate for the office of Councilman, Ward 1, for a three-year term, who received the highest number of votes, and he shall hold office for a term of three (3) years or until his successor is duly elected or appointed and qualified according to law.

2. For the office of Councilman, Ward 2:

| CANDIDATE | TOTAL VOTES RECEIVED |
|-----------------------|-----------------------------|
| Dean VanWinkle | 252 |
| Jason Stephens | 159 |

The City Council does find that Dean VanWinkle is the candidate for the office of Councilman, Ward 2, for a three-year term, who received the highest number of votes, and he shall hold office for a term of three (3) years or until his successor is duly elected or appointed and qualified according to law.

3. For the office of Councilman, Ward 3:

| CANDIDATE | TOTAL VOTES RECEIVED |
|---------------------------|-----------------------------|
| Bob Newell | 183 |
| Stephanie Davidson | 197 |

The City Council does find that Stephanie Davidson is the candidate for the office of Councilman, Ward 3, for a three-year term, who received the highest number of votes, and she shall hold office for a term of three (3) years or until her successor is duly elected or appointed and qualified according to law.

4. For the office of Councilman, Ward 4:

| CANDIDATE | TOTAL VOTES RECEIVED |
|---------------------|-----------------------------|
| Gary Lathrop | 241 |

The City Council does find that Gary Lathrop is the candidate for the office of Councilman, Ward 4, for a three-year term, who received the highest number of votes, and he shall hold office for a term of three (3) years or until his successor is duly elected or appointed and qualified according to law.

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

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

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

READ FOR THE FIRST TIME: April 10, 2018

READ FOR THE SECOND TIME AND PASSED: April 10, 2018

Mayor Jeff Davis

Approved this 10th day of April, 2018.

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 10th day of April, 2018, and thereafter adopted as Ordinance No. 2018-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the 10th day of April, 2018, after the second reading thereof by the following vote, to-wit:

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

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

Election Summary Report
 GENERAL MUNICIPAL ELECTION
 CASS COUNTY, MISSOURI
 TUESDAY, APRIL 3, 2018
 ELECTION RESULTS
 UNOFFICIAL

Date: 4/3/2018
 Time: 8:27:32 PM CDT
 Page 3/9

Registered Voters 71,519 - Total Ballots 8,681 : 12.14%

45 of 45 Precincts Reporting 100.00%

| ARCHIE WEST WARD | | | |
|---------------------|----|---------|--|
| Number of Precincts | 2 | | |
| Precincts Reporting | 2 | 100.00% | |
| Vote For 1 | | | |
| Total Votes | 15 | | |
| JASON MORTON | 15 | 100.00% | |
| WRITE-IN | 0 | 0% | |

| BELTON WARD 3 | | | |
|---------------------|-----|---------|--|
| Number of Precincts | 3 | | |
| Precincts Reporting | 3 | 100.00% | |
| Vote For 1 | | | |
| Total Votes | 380 | | |
| BOB NEWELL | 183 | 48.16% | |
| STEPHANIE DAVIDSON | 197 | 51.84% | |
| WRITE-IN | 0 | 0% | |

| BALDWIN PARK BOARD OF TRUSTEE | | | |
|-------------------------------|----|---------|--|
| Number of Precincts | 2 | | |
| Precincts Reporting | 2 | 100.00% | |
| Vote For 2 | | | |
| Total Votes | 12 | | |
| ANNA MARIE LEAP | 6 | 50.00% | |
| WRITE-IN | 6 | 50.00% | |

| BELTON WARD 4 | | | |
|---------------------|-----|---------|--|
| Number of Precincts | 3 | | |
| Precincts Reporting | 3 | 100.00% | |
| Vote For 1 | | | |
| Total Votes | 255 | | |
| GARY LATHROP | 241 | 94.51% | |
| WRITE-IN | 14 | 5.49% | |

| BELTON WARD 1 | | | |
|---------------------|-----|---------|--|
| Number of Precincts | 3 | | |
| Precincts Reporting | 3 | 100.00% | |
| Vote For 1 | | | |
| Total Votes | 448 | | |
| RYAN FINN | 268 | 59.82% | |
| BOBBY DAVIDSON | 179 | 39.96% | |
| WRITE-IN | 1 | 0.22% | |

| BELTON QUESTION #1 | | | |
|---------------------|-------|---------|--|
| Number of Precincts | 9 | | |
| Precincts Reporting | 9 | 100.00% | |
| Vote For 1 | | | |
| Total Votes | 1,643 | | |
| YES | 513 | 31.22% | |
| NO | 1,130 | 68.78% | |

| BELTON WARD 2 | | | |
|---------------------|-----|---------|--|
| Number of Precincts | 3 | | |
| Precincts Reporting | 3 | 100.00% | |
| Vote For 1 | | | |
| Total Votes | 416 | | |
| DEAN VanWINKLE | 252 | 60.58% | |
| JASON STEPHENS | 159 | 38.22% | |
| WRITE-IN | 5 | 1.20% | |

| CLEVELAND MAYOR | | | |
|---------------------|----|---------|--|
| Number of Precincts | 2 | | |
| Precincts Reporting | 2 | 100.00% | |
| Vote For 1 | | | |
| Total Votes | 86 | | |
| JEFF McKEE | 79 | 91.86% | |
| WRITE-IN | 7 | 8.14% | |

SECTION VIII

D

AN ORDINANCE DECLARING THE RESULTS OF THE ELECTION IMPOSING A USE TAX FOR GENERAL REVENUE PURPOSES.

WHEREAS, the City has imposed local sales taxes, as defined in Section 32.085 RSMo at the rate of 2.75%; and

WHEREAS, the City is authorized, under Section 144.757 RSMo, to impose a local use tax at a rate equal to the rate of the local sales taxes in effect in the City; and

WHEREAS, the proposed City use tax cannot become effective until approved by the voters at a municipal, general, primary or special election; and

WHEREAS, a general election was held on April 3, 2018 in which the tax was submitted to the qualified voters of Belton, Missouri for their approval, as required by the provisions of Section 144.757 RSMo.

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

Section 1. It is hereby found, declared and determined in accordance with the certification of election results from the Cass County Clerk, at the general election held April 3, 2018, in conformity with the laws of the State of Missouri, as follows:

Shall the City of Belton, Missouri be authorized to impose a local use tax at the same rate as the total local sales tax rate provided that if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action?

For the imposition of a local use tax in the amount of 2.75%:

| | |
|----------------------|-----------------------|
| VOTES OPPOSED | VOTES IN FAVOR |
| 1130 | 513 |

The City Council does find that there were more votes opposed to imposing the local use tax than votes in favor. Therefore, the local use tax will not be imposed.

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

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

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

READ FOR THE FIRST TIME: April 10, 2018

READ FOR THE SECOND TIME AND PASSED: April 10, 2018

Mayor Jeff Davis

Approved this 10th day of April, 2018.

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 10th day of April, 2018, and thereafter adopted as Ordinance No. 2018-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the 10th day of April, 2018, 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

Registered Voters 71,519 - Total Ballots 8,681 : 12.14%

45 of 45 Precincts Reporting 100.00%

| ARCHIE WEST WARD | | | |
|---------------------|----|---------|--|
| Number of Precincts | 2 | | |
| Precincts Reporting | 2 | 100.00% | |
| Vote For 1 | | | |
| Total Votes | 15 | | |
| JASON MORTON | 15 | 100.00% | |
| WRITE-IN | 0 | 0% | |

| BELTON WARD 3 | | | |
|---------------------|-----|---------|--|
| Number of Precincts | 3 | | |
| Precincts Reporting | 3 | 100.00% | |
| Vote For 1 | | | |
| Total Votes | 380 | | |
| BOB NEWELL | 183 | 48.16% | |
| STEPHANIE DAVIDSON | 197 | 51.84% | |
| WRITE-IN | 0 | 0% | |

| BALDWIN PARK BOARD OF TRUSTEE | | | |
|-------------------------------|----|---------|--|
| Number of Precincts | 2 | | |
| Precincts Reporting | 2 | 100.00% | |
| Vote For 2 | | | |
| Total Votes | 12 | | |
| ANNA MARIE LEAP | 6 | 50.00% | |
| WRITE-IN | 6 | 50.00% | |

| BELTON WARD 4 | | | |
|---------------------|-----|---------|--|
| Number of Precincts | 3 | | |
| Precincts Reporting | 3 | 100.00% | |
| Vote For 1 | | | |
| Total Votes | 255 | | |
| GARY LATHROP | 241 | 94.51% | |
| WRITE-IN | 14 | 5.49% | |

| BELTON WARD 1 | | | |
|---------------------|-----|---------|--|
| Number of Precincts | 3 | | |
| Precincts Reporting | 3 | 100.00% | |
| Vote For 1 | | | |
| Total Votes | 448 | | |
| RYAN FINN | 268 | 59.82% | |
| BOBBY DAVIDSON | 179 | 39.96% | |
| WRITE-IN | 1 | 0.22% | |

| BELTON QUESTION #1 | | | |
|---------------------|-------|---------|--|
| Number of Precincts | 9 | | |
| Precincts Reporting | 9 | 100.00% | |
| Total Votes | | | |
| | 1,643 | | |
| YES | 513 | 31.22% | |
| NO | 1,130 | 68.78% | |

| BELTON WARD 2 | | | |
|---------------------|-----|---------|--|
| Number of Precincts | 3 | | |
| Precincts Reporting | 3 | 100.00% | |
| Vote For 1 | | | |
| Total Votes | 416 | | |
| DEAN VanWINKLE | 252 | 60.58% | |
| JASON STEPHENS | 159 | 38.22% | |
| WRITE-IN | 5 | 1.20% | |

| CLEVELAND MAYOR | | | |
|---------------------|----|---------|--|
| Number of Precincts | 2 | | |
| Precincts Reporting | 2 | 100.00% | |
| Vote For 1 | | | |
| Total Votes | 86 | | |
| JEFF McKEE | 79 | 91.86% | |
| WRITE-IN | 7 | 8.14% | |

SECTION V

A

AN ORDINANCE APPROVING A FOURTH AMENDMENT TO THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND THE BELTON-CASS REGIONAL TRANSPORTATION DEVELOPMENT DISTRICT.

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

WHEREAS, the City of Belton and the Belton-Cass Regional Transportation Development District entered into a First Amendment to the Intergovernmental Cooperative Agreement on May 24, 2016 under Ordinance No. 2016- 4226 to amend and clarify the procedure for reimbursement of deferred costs payable to the City by the District; and

WHEREAS, the City of Belton and the Belton-Cass Regional Transportation Development District entered into a Second Amendment to the Intergovernmental Cooperative Agreement on December 20, 2016 under Ordinance No. 2016-4294 amend Exhibit E and clarify procedures on reimbursement of deferred costs; and

WHEREAS, the City of Belton and the Belton-Cass Regional Transportation Development District entered into a Third Amendment to the Intergovernmental Cooperative Agreement on June 27, 2017 under Ordinance No. 2017-4368 to coordinate funding of property acquisition on Mullen Road transportation project; and

WHEREAS, the Belton-Cass Regional Transportation Development District approved the Fourth Amendment to the Intergovernmental Cooperative Agreement by Resolution No. 2018:01, herein attached and incorporated as **Exhibit A**, at their meeting on March 20, 2018;

WHEREAS, the District and City desire to further amend Exhibit E-1 to the Intergovernmental Cooperative Agreement with the Fourth Amendment, herein attached and incorporated as **Exhibit B**, and other related documents, to include additional city transportation projects.

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

Section 1. That the City Council hereby authorizes and approves the Fourth Amendment to the Intergovernmental Cooperative Agreement herein attached and incorporated as **Exhibit B** to this ordinance to include additional city transportation projects.

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

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

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

READ FOR THE FIRST TIME: April 10, 2018

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2018.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 10th day of April, 2018, and thereafter adopted as Ordinance No.2018-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2018, after the second reading thereof by the following:

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

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

BELTON-CASS REGIONAL TRANSPORTATION DEVELOPMENT DISTRICT

RESOLUTION NO. 2018:01

RESOLUTION AUTHORIZING EXECUTION OF FOURTH AMENDMENT TO INTERGOVERNMENTAL COOPERATIVE AGREEMENT WITH CITY OF BELTON, MO

WHEREAS, the Belton-Cass Regional Transportation Development District (the "District") entered into an Intergovernmental Cooperative Agreement dated effective May 14, 2013 with the City of Belton, Missouri (the "City") (the "Agreement"); and

WHEREAS, the District entered into the First Amendment to Intergovernmental Cooperative Agreement dated effective April 19, 2016; and

WHEREAS, the District entered into the Second Amendment to Intergovernmental Cooperative Agreement dated effective November 15, 2016; and

WHEREAS, the District entered into the Third Amendment to Intergovernmental Cooperative Agreement dated effective June 27, 2017; and


WHEREAS, the District and the City desire to amend Exhibit E-1 of the Agreement, as more fully set forth in the Fourth Amendment to Intergovernmental Cooperative Agreement (the "Fourth Amendment") attached hereto and incorporated herein;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Fourth Amendment is authorized and approved and that the proper officers of the District are authorized and directed to execute the Fourth Amendment, subject to such modifications as may be deemed necessary by the officers or by legal counsel for the District; and
2. The proper officers of the District are authorized to take any and all additional actions within their powers necessary to carry out the intent of this Resolution.

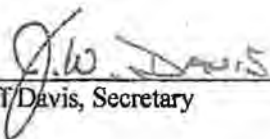
PASSED MARCH 20, 2018

APPROVED:



Gary Mallory, Chairman

ATTEST:



Jeff Davis, Secretary



FOURTH AMENDMENT
TO THE
INTERGOVERNMENTAL COOPERATIVE AGREEMENT
between the
CITY OF BELTON, MISSOURI,
and
BELTON-CASS REGIONAL TRANSPORTATION DEVELOPMENT DISTRICT
dated as of
_____, 2018

**FOURTH AMENDMENT TO THE
INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

THIS FOURTH AMENDMENT TO THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT ("Fourth Amended Agreement"), entered into as of this ___ day of _____, 2018, between the CITY OF BELTON, MISSOURI, a political subdivision of the State of Missouri ("City"), and the BELTON-CASS REGIONAL TRANSPORTATION DEVELOPMENT DISTRICT, a Missouri political subdivision and transportation development district ("District") (the City and the District are collectively referred to herein as the "Parties" and individually as "Party," as the context so requires).

RECITALS

WHEREAS, the City and the District desire to amend the Agreement to add additional City Projects to Exhibit E-1.

AGREEMENT

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

Exhibit E-1 of the Agreement shall be amended as attached.

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

CITY:

CITY OF BELTON, MISSOURI

By: _____
Jeff Davis, Mayor

ATTEST:

Patricia A. Ledford, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Megan McGuire

STATE OF MISSOURI)
) ss
COUNTY OF CASS)

On this ___ day of _____, in the year 2018, before me, a Notary Public in and for said state, personally appeared Jeff Davis, the Mayor of the City of Belton, Missouri and Patricia A. Ledford, the City Clerk of the City of Belton, Missouri, known to me to be the persons who executed the within Intergovernmental Cooperative Agreement on behalf of the City of Belton, Missouri and acknowledged to me that they executed the same for the purposes therein stated.

Subscribed and affirmed before me this ___ day of _____, 2018.

Notary Public

My Commission Expires:

DISTRICT:

BELTON-CASS REGIONAL
TRANSPORTATION DEVELOPMENT
DISTRICT

By: *Gary Mallory*
Gary Mallory, Chairman

ATTEST:

J.W. Davis, Secretary

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF CASS)

On this 20 day of March, in the year 2018, before me, a Notary Public in and for said state, personally appeared Gary Mallory, the Chairman of the Belton-Cass Regional Transportation Development District and Jeff Davis, the Secretary of the Belton-Cass Regional Transportation Development District, known to me to be the persons who executed the within Intergovernmental Cooperative Agreement on behalf of the Belton-Cass Regional Transportation Development District and acknowledged to me that they executed the same for the purposes therein stated.

Subscribed and affirmed before me this 20 day of March, 2018.

Rebecca L. Ziegler
Notary Public

My Commission Expires:

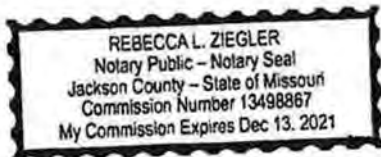


EXHIBIT E-1
CITY PROJECTS TO BE FUNDED BY THE DISTRICT*

| <u>City Project</u> | <u>Date Approved by District</u> | <u>FY Needed</u> | <u>Date Paid by District</u> | <u>Amount Approved</u> | <u>Adjusted Balance After Payment (Beginning Balance \$2,269,000)</u> |
|---|----------------------------------|------------------|------------------------------|------------------------|---|
| Markey Parkway Waterline | | | (1) See below. | \$411,329.05 | \$1,857,670.95 |
| Belton Nexus | | | 6/23/2017 | \$ 78,000.00 | \$1,779,670.95 |
| State Highway 58 and Y Highway | | 2018 | | \$205,250.00 | \$1,574,420.95 |
| 58 and Powell Intersection Improvements | | 2019 | | \$500,000.00 | \$1,074,420.95 |
| 173 rd Street Extension | | 2019/2020 | | \$400,000.00 | \$ 674,420.95 |
| Larkspur Extension | | 2022 | | \$500,000.00 | \$ 174,420.95 |

(1)

| <u>Belton Cass TDD Pymt Request No.</u> | <u>Belton Cass TDD Pymt Request Date</u> | <u>Phillips Hardy Invoice Date</u> | <u>Phillips Hardy Invoice No.</u> | <u>Invoice Total</u> | <u>Amount for Waterline</u> | <u>Date Paid</u> |
|---|--|------------------------------------|-----------------------------------|----------------------|-----------------------------|------------------|
| 6 | 10/13/2014 | 09/20/2014 | 4 | \$658,422.90 | \$155,966.92 | 10/24/2014 |
| 8 | 11/18/2014 | 10/25/2014 | 5 | \$683,100.49 | \$161,146.05 | 11/26/2014 |
| 10 | 12/11/2014 | 11/22/2014 | 6 | \$794,615.28 | \$ 80,016.08 | 12/22/2014 |
| 16 | 03/11/2015 | 02/21/2015 | 9 | \$ 63,501.40 | \$ 13,200.00 | 03/24/2015 |
| 24 | 07/14/2015 | 06/27/2015 | 13 | \$237,644.03 | \$ 1,000.00 | 07/29/2015 |
| | | | | | \$411,329.05 | |

*Pursuant to Section 4.8 of the Agreement, the amounts approved by the District are payable by the District to the City solely to the extent District unencumbered funds are available at the time the funds are needed by the City.

SECTION V

B

AN ORDINANCE AUTHORIZING THE CITY OF BELTON, MISSOURI THROUGH ITS POLICE DEPARTMENT TO RENEW THE SOFTWARE SUBSCRIPTION WITH INFORMATION TECHNOLOGIES, INC. (ITI).

WHEREAS, the Belton Police Department, Fire Department and Jail have been using Information Technologies, Inc. (ITI) as its software subscription Service which contains all records pertaining to law enforcement and computer aided dispatch for the City of Belton; and

WHEREAS, Information Technologies Inc. (ITI) is the selected PSAP Dispatch Center’s vendor for this service for Cass County and

WHEREAS, the funding source for this subscription is the Belton Police Department’s, Belton Fire Department’s and Municipal Jail’s programming fund for the amount of \$53,100.00; and

WHEREAS, the City Council believes that the renewal of this software subscription from Information Technologies Inc. (ITI) to keep the records for the Belton Police Department, Belton Fire Department and Jail functioning properly is in the best interests of the City of Belton.

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

Section 1. That the City Council hereby authorizes the renewal of the Software Subscription with Information Technologies, Inc. (ITI), herein attached and incorporated as **Exhibit A** to this ordinance.

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

READ THE FIRST TIME: April 10, 2018

READ THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2018.

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 the first reading at a meeting of the City Council held on the 10th day of April, 2018, and thereafter adopted as Ordinance No. 2018-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2018, 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: April 10, 2018
 ASSIGNED STAFF: James R. Person, Chief of Police
 DEPARTMENT: Police

Approvals

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

| | | | |
|---|-------------------------------------|---------------------------------------|---------------------------------------|
| <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Consent Item | <input type="checkbox"/> Change Order |
| <input type="checkbox"/> Agreement | <input type="checkbox"/> Discussion | <input type="checkbox"/> FYI/Update | <input type="checkbox"/> Other |
| <input type="checkbox"/> Motion | | | |

ISSUE/REQUEST: Approval for payment of annual subscription of Jail, Records Management and Dispatch Interface from Information Technologies, Inc., for FY19 in the amount of \$51,816.00 is hereby requested.

PROPOSED CITY COUNCIL MOTION: An Ordinance authorizing the City of Belton, Missouri through its Police Department to renew the software subscription with Information Technologies, Inc. (ITI).

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

The Police Department, Fire Department and Jail utilize IT software for records management, computer aided dispatch and jail management. This is a continuation of a subscription service which includes updates and maintenance service. There are no changes on the subscription agreement from last year.

IMPACT / ANALYSIS:
 The expenditures are in the budgeted amount for FY19.

| |
|--|
| |
|--|

FINANCIAL IMPACT

| | |
|-----------------------------|---|
| Contractor: | Information Technologies, Inc. |
| Amount of Request/Contract: | \$ 51,816.00 |
| Amount Budgeted: | \$ Jail \$4,272.00 Police \$47,544.00 |
| Funding Source: | \$ 4,272.00 010-3900-400-3015 \$47,544.00 010-3800-400-3015 \$ 1,284.00 010-3600-400-2015 Fire Department |
| Additional Funds | \$ |
| Funding Source | |
| Encumbered: | \$-0- |
| Funds Remaining: | \$ Jail \$1,728.00 Police \$20,956.00 |

| | | |
|--|-----------------|--|
| TIMELINE | Start: 5/1/2018 | |
| OTHER INFORMATION/UNIQUE CHARACTERISTICS: | | |
| STAFF RECOMMENDATION: | | |
| OTHER BOARDS & COMMISSIONS ASSIGNED: | | |
| Date: | | |
| Action: | | |

List of reference Documents Attached:

- Invoice for Software Renewal
- Terms and Conditions
- Software Subscription Agreement



Information Technologies, LLC
 10430 Baur Blvd. St. Louis, MO 63132-1905
 Phone: (800) 814-4843
 Fax: (314) 997-5342

Renewal Invoice

Invoice Number: R2018-7266R
 Invoice Date: March 12, 2018

Page: 1 of 1

Invoice To:
BELTON POLICE DEPARTMENT
 7001 EAST 163RD ST
 BELTON, MO 64012-4614

Agency:
BELTON POLICE DEPARTMENT
 7001 EAST 163RD ST
 BELTON, MO 64012-4614

ATTN: CHIEF JAMES R PERSON

ATTN: CHIEF JAMES R PERSON

| | | |
|--------------------------|------------------|---------------------------------------|
| Payment Due Date: | Client ID | For more information, Contact: |
| April 20, 2018 | 440844 | Shannon Dandridge |

Software Subscription Service

| Qty | Description | Service Dates | | | Extension | |
|-----|---|---------------|------------|--------|--------------------|-------------|
| | | Start | End | Months | | |
| 1 | Enterprise Framework | 05/01/2018 | 04/30/2019 | 12 | \$5,217.00 | |
| 1 | Regional Data Sharing | 05/01/2018 | 04/30/2019 | 12 | \$0.00 | |
| 1 | Workstation / Mobile Map (web based) | 05/01/2018 | 04/30/2019 | 12 | \$450.00 | |
| 1 | Interface, NCIC REJIS | 05/01/2018 | 04/30/2019 | 12 | \$4,800.00 | |
| 1 | Asset / Fleet Management | 05/01/2018 | 04/30/2019 | 12 | \$1,263.00 | |
| 1 | License & Registrations | 05/01/2018 | 04/30/2019 | 12 | \$1,119.00 | |
| -1 | Interface, ImageTrend EMS/Fire | 05/01/2018 | 04/30/2019 | 12 | \$1,284.00 | |
| 1 | Law Enforcement Records Management | 05/01/2018 | 04/30/2019 | 12 | \$8,661.00 | |
| 1 | Interface, MO Accident (STARS 2012 - print submission) | 05/01/2018 | 04/30/2019 | 12 | \$0.00 | |
| 1 | Interface, MO Accident (STARS 2012 - electronic submission) | 05/01/2018 | 04/30/2019 | 12 | \$1,026.00 | |
| 1 | Interface, MO Incident Based Reporting | 05/01/2018 | 04/30/2019 | 12 | \$0.00 | |
| 1 | Interface, Summons Import for Handheld Ticketwriter | 05/01/2018 | 04/30/2019 | 12 | \$900.00 | |
| -1 | Jail Management | 05/01/2018 | 04/30/2019 | 12 | \$4,272.00 | |
| 1 | Interface, Livescan - Sagem Morpho | 05/01/2018 | 04/30/2019 | 12 | \$888.00 | |
| 20 | Mobile License | 05/01/2018 | 04/30/2019 | 12 | \$23,220.00 | |
| | | | | | Subtotal | \$53,100.00 |
| | | | | | Grand Total | \$53,100.00 |

Subject to the terms and conditions located at <http://www.itiusa.com/supportterms/>.
 By paying the amount shown, you agree to the terms and conditions stated therein.

PLEASE NOTE

Subscription and Hosted Services are Pre-Paid. If payment or other arrangements have not been made prior to the service start date(s) shown above, there will be an interruption in service. Please contact Omnigo Software in advance of the new service start date(s) if you have questions or issues.

Note: This invoice supersedes invoice #R2018-7266, dated March 3, 2018.

Thank you for your Business



Public Safety Software



HOME PRODUCTS ABOUT US CAREERS SUPPORT CONTACT EVENTS

**INFORMATION TECHNOLOGIES, LLC (ITI)
PUBLIC SAFETY SOFTWARE**

TELEPHONE TECHNICAL SUPPORT - TERMS AND CONDITIONS

Applies to original and renewal:

Support Agreements (license purchase)

Subscription Agreements

Hosted Service Agreements

For All Agreements:

Introduction:

Support of ITI's Public Safety Software is provided directly by the developers, Information Technologies, L.I.C. Technical Support personnel are available to address questions covered by our Software Support.

What is Covered:

For products covered by a current agreement, ITI will address any "how to" question specifically related to the implementation or operation of our software. We often receive questions that involve "operational" procedures. Not only are these usually very good questions, but we often determine a software configuration that meets the client's needs.

What is Not Covered:

Our Software Support *DOES NOT* cover installation, setup, configuration, migration or diagnostics of your Server, PCs, Local Area Network, printers, tape drive or related systems. These issues should be addressed by your on-site System Administrator or your hardware vendor.

Software telephone technical support does not include software re-installation and/or server migration associated with infrastructure changes. These services are outside of ITI's standard software telephone technical support. ITI can provide dedicated help for these needs at additional cost.

Who Can Call:

Registered System Administrators who have completed ITI System Administration training are eligible to receive telephone technical support. ITI reserves the right to limit each client to two (2) registered System Administrators.

Support Availability / Costs:

Support is available Monday through Friday (excluding holidays), 8:00 AM - 5:00 PM central time.

After-hours telephone technical support is available at ITI's current After Hours Support Incident Fee. This incident based fee will be charged, net 30 days, regardless of the time required. Client will have the opportunity to identify personnel who are authorized to request after-hours telephone technical support.

By requesting after-hours support, Client agrees to make payment for services provided. Client further agrees that ITI may suspend Software Telephone Technical Support or Subscription or Hosted Service in the event of any unpaid after-hours Support charges.

Support for issues not covered by our Telephone Technical Support or calls from persons other than the two (2) registered System Administrators are available for \$95.00 per hour during our normal business hours and \$150.00 per hour outside of our normal business hours. A purchase order may be required to obtain support for non-covered issues. A minimum of one hour will be charged for all non-covered Support calls. In the event that support for non-covered issues is not paid, ITI may immediately suspend Software Telephone Technical Support or Subscription or Hosted Service without a refund of fees paid.

Support Assistance:

Successful telephone support of any software product is a joint effort. While ITI has highly trained engineers and technicians supporting our software, it is imperative that the System Administrator has knowledge of the basic concepts of your installation, including knowledge of the Windows PC operating systems and any associated network operating system. The ability to navigate through the system, provide information to our support technicians and perform assigned tasks is essential for successful telephone support. In the event that these capabilities are not present in your System Administrator or contact person, ITI may limit the support activity to fifteen (15) minutes on any incident.

In order to provide support and software updates, ITI requires a high-speed (broadband) internet connection be available and operating. In the event the Client does not provide the required high-speed internet connection, software support and software updates will not be available.

For support purposes, ITI utilizes software web connectivity tools to connect to the Client server(s) or workstation(s). Client is responsible for ensuring that ITI has the proper connectivity and authentication to utilize these tools. A successful connectivity test will be required prior to scheduling software installation or other services. Client is responsible for all appropriate security measures including, but not limited to, an internet firewall.

All Client servers and workstations using ITI's software must meet ITI's minimum hardware requirements, published here. ITI will have the right to increase the minimum hardware requirements as needed to support future enhancements to the software. ITI reserves the right to refuse support involving servers and workstations that do not meet these minimum requirements. In such event, no refund of paid services will be made.

ITI reserves the right to refuse support to any Client that is behind by more than two releases of ITI's products. In the event of such action, no refund of un-used portions of service will be made. ITI will work with the Client on a mutually-agreeable update schedule to be performed during ITI's normal business hours.

The purpose of these policies and fees is to keep the costs of our Software Support reasonable, for you, our users. By the end-user Client taking responsibility for internal issues, along with hardware, network and operating system issues, ITI can provide Software Telephone Technical Support at reasonable prices. We appreciate your assistance with this effort.

Mobile Devices:

Use of ITI's software on any mobile device requires a mobile license. ITI provides up to two (2) Remote Desktop licenses for use by System Administrators in supporting their system.

How to Obtain Software Support:

Please be prepared to give your Agency ID Number along with your Name, Client Name, Product and Description of your question or problem.

Support Telephone Number: (866) 448-4872

Agency ID: This six (6) digit number can be found on your invoice, support renewal, or subscription renewal.

These Terms and Conditions are subject to change without prior notice. Agreements, including renewals, are bound by ITI's current Terms and Conditions. A printable version may be requested from ITI Sales at 800-814-4843.

For Support Agreements and Subscription Agreements:

Pricing for the Computer Aided Dispatch (CAD) Software, CAD interfaces and related modules is based upon annual Incident count. Pricing for the Records Management Software, interfaces and related modules is based upon the number of sworn officers. Pricing for the Jail Management Software, interfaces and related modules is based upon the number of Jail beds configured in the software. Pricing for the ITI Framework Software and related modules is based upon the total number of users. Mobile Software is priced per computer upon which it is installed. Pricing for the Court Administration Software and related modules is based upon the number of sworn officers. Pricing for the Code Enforcement Software and related modules is based upon the city population. Client is required to provide to ITI, upon request, one or more

data files from the ITI software that may be used for audit purposes. These files will not contain any proprietary law enforcement information. ITI will have the right to amend pricing, at the next renewal, based upon the information collected.

Hardware / Network Responsibility:

Unless contracted separately, ITI has no responsibility for Client's computer hardware or network system. This Agreement is for software and related services only. No hardware is included. Client is responsible for providing hardware, network and workstation operating systems and related infrastructure as required by ITI for the proper operation of the software. Note: All Enterprise Edition modules require a concurrent user license of Microsoft SQL, sold separately. This involves a server license and a client access license for each workstation.

For Support Agreements:

Client agrees to pay Annual Support for a period of twelve (12) months on a pre-paid basis. Year one begins on the purchase date of the software. ITI will not be responsible for providing support in the event that Client does not purchase annual support agreements from ITI in years subsequent to year one. Year two and subsequent years are invoiced prior to the purchase anniversary date, at ITI's prevailing support prices.

Payment:

ITI Telephone Technical Support is renewed annually. If you wish to have your support expiration date changed, please contact our sales group.

Renewal Within 90 Days of Support Expiration:

Clients who renew support (payment received by ITI) within 90 days of termination of support (grace period) may do so by paying the renewal fee only. In this event, the support renewal date will commence with the date of prior expiration.

Renewal between 90 and 180 days of Support Expiration:

Clients who wish to renew support after being expired more than 90 days but less than 180 days must:

- Pay a software update fee of 12.5% of the current price of the software.
- Pay the appropriate renewal fee.
- Support contract will be valid for one year from date payment is received by ITI.

Renewal beyond 180 days of Support Expiration:

Clients who wish to renew support after being expired more than 180 days must:

- Pay a software update fee of 25% of the current price of the software.
- Pay the appropriate renewal fee.
- Support contract will be valid for one year from date payment is received by ITI.

For Subscription Service Agreements:

The term of this Agreement will be ruled by the Agreement signed by both parties upon commencement of the Software Subscription Service. At the end of the term the Client, if not in default, may continue the software subscription service on a quarter-to-quarter basis at ITI's published subscription service price(s) in effect at the time of renewal. For uninterrupted service, subsequent quarterly payments must be made prior to the termination date.

By making payment for any renewal period, Client is agreeing to the extension of the term of this Agreement. In such event, all provisions of this Agreement remain in force.

ITI will have the right to deactivate the software in the event that the Client does not perform any obligation required under this Agreement. In the event of deactivation, Client shall have no recourse against ITI for their inability to use said software.

Software Use:

All software provided under this service is for use solely by Client. Client may not provide any software or use of software to any other entity.

Training:

System Administrators must be trained by ITI. The cost for this training is separate from the subscription service and at Client's expense. Training is available at ITI's St. Louis, Missouri facility and at the Client's site for additional cost. ITI encourages the head of the Client or a command staff representative to attend the System Administrator training to become familiar with the capabilities of the ITI software. During the System Administration training ITI will assist with software configuration.

Software Updates / Upgrades:

While under subscription, ITI will provide to Client any software updates or upgrades for the products included, which have become available and released for general distribution to the ITI client base.

Software Licensing:

As a result of entering into this Agreement, Client WILL NOT be acquiring any license to use the provided software beyond the term of this Agreement and WILL NOT ACQUIRE ANY OWNERSHIP of any of the software provided.

For Hosted Service Agreements:

Client must designate at least one "Site Administrator" who will be responsible for working with ITI on configuration and support issues. Up to two Site Administrators can be designated. The Site Administrator(s) must have attended ITI's web based training on all modules included in your Hosted Service.

Only Site Administrators are eligible to receive telephone technical support.

Software Licensing:

ITI's Hosted Service includes a workstation license for the number of workstations subscribed. As a result of subscribing to ITI's Hosted Service, Client WILL NOT be acquiring any license to use the provided software beyond the term of this Agreement and WILL NOT ACQUIRE ANY OWNERSHIP of any of the software provided.

Availability of Services:

ITI will have the right to cancel the availability of this service with 30 days notice. In the event of cancellation, Client's full recourse shall be limited to repayment of any prepaid months of service.

Client agrees that this service is a low cost alternative to purchasing, installing, setting up and maintaining an in-house server and related software. As such, Client agrees that some periods of outage, without notice, will occur due to circumstances beyond ITI's control (power, internet connectivity, hardware failure, etc.). ITI does not guarantee uninterrupted service. In the event of an outage or un-planned event at the hosting site, use of the software will be interrupted. Client is encouraged to maintain paper copies of all reports and agrees to hold ITI harmless in all circumstances involving loss of use of the software. In the event of an outage at the hosting site lasting more than 72 consecutive hours, ITI will offer a pro-rated discount for the next month of purchased service equal to the outage period.

All Client workstations using ITI's software must meet ITI's minimum workstation requirements published here and must be protected with an anti-virus software application (not provided by ITI) that is under a maintenance agreement to receive the most current software and pattern updates from the Client's chosen vendor. ITI shall have the right to immediately deny access, without prior notice, to any workstation found to be inadequately protected or currently infected with any software virus, worm, spyware or similar malware. In this event, Client will be responsible for the removal / repair of the workstation and will receive no credit for lost periods of service.

Software Updates / Upgrades:

As part of this service, ITI will perform updates / upgrades to the ITI software. ITI will have the right to increase the minimum PC requirements as needed to support future enhancements to the software.

Cancellation / Termination:

Upon cancellation or termination, Client shall remove all ITI software from their workstation(s).

Access to Data After Cancellation / Termination:

Upon request, and for a period of 30 days after cancellation / termination of service, Client may request an electronic copy of their data (Database Archive) by paying a Database Archive fee of \$ 299.00. ITI will provide the archive on CD or DVD media in Microsoft SQL Server backup form. After this 30 day period, all Client data will be purged from ITI's system and will not be recoverable. Note: SQL Server backup form includes copies of the database tables and not printable data that can be utilized through conventional means such as a word processor. A database conversion by a qualified programmer or database administrator would be necessary to import this data into other software. These services are not provided or available from ITI.

rev. 3/21/2014



Computer Aided Dispatch - Mapping- Mobile Patrol - Automatic Vehicle Location- Records Management - Jail Management - Code Enforcement - Court Administration - Personnel Management - Policy Manual - Asset / Fleet Management - Duty Roster- Civil Process - Firearm Permits - License & Registrations - Query Report Writer - ITI Web Access

(c) 1994-2017 Information Technologies, LLC | 10430 Baur Boulevard | Saint Louis, Missouri 63132 | 800.814.4843

SOFTWARE SUBSCRIPTION AGREEMENT

This Agreement for the subscription license of software is made and entered into this 08 day of July, 2005, by and between Belton (MO) P.D. ("Agency") and Information Technologies, Inc., a Missouri Corporation ("ITI").

RECITALS:

- A. Agency desires to subscribe to the use of the Public Safety Software produced or distributed by ITI as noted within this Agreement or on Schedule A, Quotation Q20054136.
- B. ITI retains all rights and ownership of the noted software.
- C. Both parties wish to enter into an agreement whereby Agency will make one or more periodic payments to ITI for the subscription use of the above noted software.

AGREEMENTS:

The parties agree to the following:

1. During the term of this Agreement, unless in default as noted within section 5 of this Agreement, ITI will provide subscription services for the products noted on Quotation Q20054136.
2. The term of this Agreement will be for thirty-three (33) consecutive months, commencing August 1, 2005. At the end of the term the Agency, if not in default, may continue the software subscription service on a quarter-to-quarter basis at ITI's published subscription service price(s) in effect at the time of renewal. For uninterrupted service, subsequent quarterly payments must be made prior to the termination date.
3. By making payment for any renewal period, Agency is agreeing to the extension of the term of this Agreement. In such event, all provisions of this Agreement remain in force.
4. Monthly cost is \$1,802, prepaid for the first nine months. This first payment is due upon the execution of this Agreement, and prior to commencement of service. Two subsequent annual payments of \$21,624 are due by May 1, 2006 and 2007, respectively. ITI will provide a five (5) day grace period for the subsequent annual payments.

5. The occurrence of any of the following events shall be deemed to be an Event of Default by the Agency under this Agreement:
- IF ITI fails to receive the Agency's payment by five calendar days past the due date.
 - If the Agency fails to comply with any term, provision or covenant of this Agreement.
 - If the Agency becomes bankrupt or insolvent.

Upon occurrence of any such Event of Default, ITI may declare immediately due and payable the entire amount of the payments then remaining to be paid under this Agreement for the balance of the Agreement's term.

6. Upon default or termination of this Agreement, Agency shall return to ITI all copies of the Software and software authentication device(s). Agency must also remove all copies of the software from any computers upon which they have caused it to be installed.
7. ITI will have the right to deactivate the software in the event that the Agency does not perform any obligation required under this Agreement. In the event of deactivation, Agency shall have no recourse against ITI for their inability to use said software.
8. Terms and Conditions are as noted below:
- Software Use** - All software provided under this service is for use solely by Agency. Agency may not provide any software or use of software to any other entity.
 - Software Pricing** - Pricing for the Computer Aided Dispatch (CAD) Software Suite is based upon annual Incident count. Pricing for the Records Management Software Suite is based upon the number of sworn officers within the agency. Pricing for the Jail Software Suite is based upon the number of Jail beds available and/or Average Inmate Count. The Mobile Software Suite is priced per computer it is installed on. Agency is required to provide to ITI, upon request, one or more data files from the ITI software that may be used for audit purposes. These files will not contain any proprietary law enforcement information. ITI will have the right to amend pricing at the next quarterly renewal, based upon the information collected.
 - Training** - One or more Agency System Administrators must be trained by ITI. The cost for this training is separate from the subscription service and at Agency's expense. Training is available at ITI's St. Louis, Missouri facility and at the Agency's site. ITI encourages the head of the Agency or a command staff representative to attend the System Administrator

training to become familiar with the capabilities of the ITI software. During the System Administration training ITI will assist with software configuration.

- d) **Software Telephone Technical Support** - While under subscription, ITI will provide telephone technical support to Agency System Administrators who have completed ITI's System Administration training on the subscribed products. Support is available Monday through Friday (excluding holidays), 8:00AM - 5:00 PM central time. After hours telephone technical support is available at ITI's current After Hours Support Incident Fee. This incident based fee will be charged, not 70 days, regardless of the time required. Agency will have the opportunity to identify personnel who are authorized to request after hours telephone technical support. By requesting after hours support, Agency agrees to make payment for services provided. Agency further agrees that ITI may suspend Software Telephone Technical Support in the event of any unpaid After Hours Support charges.
- e) **Software Updates / Upgrades** - While under subscription, ITI will provide to Agency any software updates or upgrades for the products included, which have become available and released for general distribution in the ITI client base. Updates and upgrades will be made available for download via ITI's website on the Internet.
- f) **Hardware / Network Responsibility** - Unless contracted separately, ITI has no responsibility for Agency's computer hardware or network system. This Agreement is for software and related services only. No hardware is included. Agency is responsible for providing hardware, network and workstation operating systems and related infrastructure as required by ITI for the proper operation of the software.
- g) **Software Licensing** - As a result of entering into this Agreement, Agency WILL NOT be acquiring any license to use the provided software beyond the term of this Agreement and WILL NOT require any ownership of any of the software provided.
- h) **Software Authentication Devices** - ITI utilizes software authentication devices, which are supplied with our software. One or more authentication devices may be provided, solely at the discretion of ITI, based upon the modules used. Each authentication device requires a parallel port for connection of the authentication device to the required Server or Workstation. Lost, stolen or damaged authentication devices can be replaced for \$ 250.00 each. Upon termination of this Agreement, Agency is responsible for returning to ITI, within ten (10) days, all authentication devices provided. Agency agrees to make immediate payment for all authentication devices not returned.

Software Subscription Agreement
Between (BSCC) (MCI) (P) (MCI)
Page 11 of 11

- i) **Other Services** – Unless otherwise specified herein or by reference, this Agreement does not include data conversion, training or on-site services such as installation, training or start up assistance which may be purchased separately.
 - ii) **Product Offering** - ITI's product offering is limited to the software specifically listed within Item One of this Agreement. Additional products or interfaces not specifically listed in this Agreement are not included.
9. If either Party (ITI or Agency) prevails in any court proceeding to enforce any term, covenant or condition hereof, the other Party shall promptly reimburse the prevailing party for the cost thereof and reasonable attorney's fees incurred on account of any such proceeding.
 10. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof and may not be modified, amended or terminated except by a written agreement, specifically referencing this Agreement, and signed by both parties hereto.
 11. This Agreement shall be binding upon and inure to the benefit of the permitted assigns of the parties.
 12. Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.
 13. Notwithstanding anything contained herein to the contrary, all of ITI's and Agency's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect, shall survive the termination of this Agreement for any reason.
 14. This Agreement amends and supercedes certain provisions in the Terms and Conditions / Requirements referenced in the Quotation identified above. This Agreement takes the place of and supercedes those portions of any articles, sections or paragraphs of the Terms and Conditions / Requirements that deal with the same subject matter and if provisions of this Agreement and the Terms and Conditions / Requirements conflict, then the provisions of this Agreement will control.
 15. This Agreement may be executed in separate counterpart, each of which shall be an original, and all of which together shall constitute one and the same agreement.
 16. This Agreement shall be governed by and construed under the laws of the State of Missouri.

11/11

Software Subscription Agreement
Between Helion (MO) P.D. and FBI
Page 5 of 9

In Witness whereof, the parties hereto have caused this Agreement to be duly executed, as of the date herein above written. The individuals, whose endorsements follow, have the right and authority to contractually bind their respective parties.

[Handwritten Signature]
Authorized Signature, Title

[Handwritten Signature]
E. Michael Krebs, Vice President
Information Technologies, Inc.

[Handwritten Signature]
Print Name, Title
Helion (MO) P.D.

SECTION V

C

AN ORDINANCE AUTHORIZING AND APPROVING A LEASE AGREEMENT OF CITY PROPERTY AT MARKEY INDUSTRIAL PARK FOR AGRICULTURAL CROPS WITH DANNY CHEVALIER.

WHEREAS, the City of Belton owns a tract of land adjacent to Markey Road, as illustrated in the attached Lease Agreement, herein attached and incorporated to this ordinance; and

WHEREAS, the City has leased this tract for several years to a local farmer to plant, cultivate and harvest an agricultural crop; and

WHEREAS, the farm ground leasing opportunity on approximately fifty-one (51) acres was advertised for bid in March 2018 and one bid was received from Mr. Chevalier for fifty dollars (\$50.00) per acre, herein attached to this Ordinance for reference as **Exhibit A**; and

WHEREAS, the Lease Agreement for City Property at Markey Industrial Park for Agricultural Crops, herein attached and incorporated as **Exhibit B**, is an annual lease with opportunities for renewal up to 4 years with good performance and need by the city to continue the lease ; and

WHEREAS, the City Council believes this bid and lease is in the best interest of the city to manage the city property while marketing the property for re-development.

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

Section 1. That the Lease Agreement for City Property at Markey Industrial Park for Agricultural Crops, herein attached and incorporated as **Exhibit B**, is hereby approved.

Section 2. That this ordinance shall be in full force and effect 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: April 10, 2018

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2018.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 10th day of April, 2018 and thereafter adopted as Ordinance No. 2018 - _____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2018 after the second reading thereof by the following vote, to-wit:

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

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



CHEVALIER CONSTRUCTION

LICENSED

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

INSURED

FAX COVER SHEET

Date: 3-29-18

To: City of Belton Attn: Alicia Benton

Fax#: (816) 322-4620

Re: Form Bid

Number of pages including cover: 2



CITY OF BELTON
506 MAIN STREET
BELTON, MO 64012
816-331-4331 (Main)
816-322-4620 (Fax)

INVITATION FOR BID - NUMBER 2018-008

The City of Belton will accept separate bids from qualified persons or firms interested in A Farm Lease Agreement by providing the following:

**PLANTING, CULTIVATING, HARVESTING OF AGRICULTURAL CROPS
AT A BELTON, CITY OWNED, LOCATION aka "MARKEY INDUSTRIAL PARKWAY"
AS A YEARLY CONTRACT WITH RENEWAL OPTIONS
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**PLEASE RETURN YOUR BID OFFER VIA E-MAIL, FAX, OR U.S. MAIL
BIDS MUST BE RECEIVED BY CLOSE OF BUSINESS ON THURSDAY, MARCH 29, 2018**

TO:

City of Belton, Missouri
Attention: Alexa Barton, City Manager
506 Main Street
Belton, MO 64012
Phone: 816-331-4331 | Fax: 816-322-4620
abarton@belton.org

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the commodity or service in accordance with all terms, conditions, and pricing specified herein or to offer a "no bid." Please type or print the information below. Bidder is **REQUIRED** to complete, sign and return this form with their submittal of bid.

Darry Cheulton
Company Name
3405 E 185th Place
Address
Belton Mo 64012
City/State/Zip
(816) 392-4107 (816) 318-4000
Telephone # Fax #
Darry@55@HH.net
E-mail

Darry Cheulton
Authorized Person (Print)
[Signature]
Signature
Owner
Title
3-29-18 43-1550057
Date Tax ID #
Entity Type (Corporation, LLC, Sole Proprietor, Partnership)

If submitting a "no bid" please provide a brief explanation below for the reason why and return this page:

PLEASE NOTE: There will be no public bid opening for this bid. All bids MUST be received by the deadline date and time stated above.

Bidders Initials: A.C

SCOPE: To provide planting, cultivating, and harvesting services of agricultural crops at the City of Belton's property, as illustrated in Exhibit A, on an as needed basis as a yearly contract, attached hereto as Exhibit B. The term "Harvest" as stated in the bid is defined as a season within a calendar year. The purpose of this bid is to provide land management of fields that are not currently used for business or recreation.

The City is requesting bids from qualified firms or individuals for the planting, cultivating, and harvesting of agricultural crops on City-owned property for the City of Belton. Bids are to be provided in accordance with the area identified on the attached map. Quantities stated herein represent an estimate of the acreage in each area. The quantities are listed for the convenience of the bidders and are not guaranteed by the City in any way. Area boundaries follow existing fence lines and/or vegetative boundaries. Sites for crop leasing can be changed or removed at any time by the City.

1.0 INSTRUCTIONS TO BIDDERS:

- 1.1 Direct all questions regarding this bid to the City Manager listed on page 1. The City reserves the right to reject any and all bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the City.
- 1.2 Bids submitted made on separate forms are NOT acceptable unless specified in the bid document. Failure to complete bid forms to the satisfaction of the City Manager may result in rejection of your bid.
- 1.3 It is the responsibility of each bidder before submitting a bid to examine the documents thoroughly, and request written interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Requests for clarification must be received no later than close of business on WEDNESDAY, MARCH 28, 2018.
- 1.4 Changes to the specifications will not be allowed except by written addendum issued by the City. Oral explanations or instructions given prior to award will not be binding.
- 1.5 Quantities stated herein represent an estimate for the period of time stated.
- 1.6 Except as stated, bids will be publicly opened and read aloud at the time indicated on the Invitation for Bid. The bidders and the public are invited but not required to attend the formal opening of bids. No decisions relating to the award of a contract will be made at the opening.
- 1.7 Acceptance of this bid or any part thereof, in writing, within one hundred twenty (120) days after the closing date, by the City of Belton, shall constitute a legal and binding agreement; wherein, the supplier shall furnish the supplies, material, and/or service in accordance with the specifications and bid offer on the written order of the authorized City official.
- 1.8 Bidder shall initial all pages where the bid document denotes "BIDDER'S INITIALS: ___".

2.0 SPECIFIC REQUIREMENTS OF BID:

- 2.1 Renewal Option:
 - 2.1.1 The renewal terms is not automatic. The City reserves the right to renew this contract for up to four (4) additional one-year renewal periods under the conditions set forth in the Lease Agreement.
 - 2.1.2 The City Official shall notify the Contractor in writing of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive the City's right to exercise the renewal option.
- 2.2 The City reserves the right to award the contract in its entirety or waive all bid responses, whatever is in the best interest of the City.
 - 2.2.1 Notification of Award: The City will notify the successful bidder of the award(s). The successful bidder will have 10 (calendar) days to provide an insurance certificate with coverage as outlined.
 - 2.2.2 No less than two (2) calendar days prior to commencement of each planting and harvest, the contractor shall notify the City to verify operations schedule. The contractor shall provide the City with:
 - ✓ an anticipated schedule of operations
 - ✓ a tentative date or dates for additional planting and harvests
 - ✓ any other issues related to the planting, cultivating, and harvesting of agricultural crops
 - 2.2.3 Payment for the total amount of yearly rental shall be made within 30 days of harvest or last day of the calendar year, whichever is first.
 - 2.2.4 Payment shall be accepted in the form of a cashier's check, cash or certified check drawn on an acceptable bank, and shall be made payable to the City of Belton. Payment shall be delivered to the City of Belton, 506 Main Street, Belton, MO 64012.

Bidders Initials: D.C

3.0 SPECIFICATIONS:

- 3.1 If site is unknown to bidder(s) you are encouraged to visit the sites before submitting a bid. For an appointment to view the sites contact Alexa Barton at 816-892-1252.
- 3.2 Only authorized equipment that is necessary for the planting, cultivating, and harvesting of agricultural crops shall be permitted on the property. Equipment and vehicles may remain on the site only during the active crop planting and harvesting.
- 3.3 Crops shall be planted, cultivated, and harvested only during the period of March 1 (or upon City of Belton Contract approval), through November 15, contingent upon the annual farm lease agreement. **Any planting cannot be done without the City's designated representative's prior consent.**
- 3.4 The Successful Bidder shall use good agriculture and conservation practices to include planting on the contour and leaving adequate waterways in grass and all other conditions specified in the Lease Agreement.
- 3.5 Herbicides, insecticides, and fungicides may be used as permitted by applicable federal and state statutes and/or regulations on parcels. Successful Bidder(s) and their employees must comply with all provisions of the U.S. Environmental Protection Agency Worker Protection Standard for handling agricultural chemicals. Prior written approval **MUST BE** obtained from the City Official **BEFORE** applying any chemical that includes on the label either the skull and crossbones insignia or the statement "use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CRF Part 170.
- 3.6 The Successful Bidder(s) is responsible for removing from the parcel all empty fertilizer and seed bags or any and all other litter associated with cropping operations.
- 3.7 The City shall not be responsible for providing facilities for storage of crops or equipment used by the contractor.
- 3.8 The City shall not be responsible for the security and/or condition of any vehicles or equipment. The City assumes no liability or responsibility due to adverse weather conditions or damage to crops occasioned by domestic animal or wildlife depredation.
- 3.9 All parcels **MUST BE** left in a neat and orderly condition. All equipment and harvest **MUST BE** removed before the expiration of the contract. There is no liability or responsibility for the City on any equipment left on City Property.
- 3.10 The contractor may use the property only for the planting, cultivating, and harvesting of crops.
- 3.11 The contractor shall not hunt or trap or allow hunting or trapping on any City premise. The Contractor shall notify the City's designated representative of any person's found on the property hunting or attempting to hunt.
- 3.12 The cutting of trees for any purpose such as firewood or grazing of livestock is prohibited (trees encroaching in fields that are less than six inches (6") in diameter may be removed to recover fields. Before any tree greater than six inches (6") can be removed, the Successful Bidder(s) must obtain written permission from the City Official to do so. NOTE: It is the responsibility of the Lessee to properly dispose/haul-away any trees removed in accordance with this section.
- 3.13 The contractor shall not alter the property in any way, other than the activities identified herein, without the expressed written permission of the City.
- 3.14 The contractor shall not impede or deny access to other contractors or other activities occurring on the property.
- 3.15 The City reserves the right further to develop or improve the area and all publicly owned facilities of the City owned site as it sees fit, regardless of the desires or views of the contractor, and without interference or hindrance.
- 3.16 The contractor shall keep the City designated representative fully informed as to when and where upon contractor is operating.
- 3.18 The contract may be terminated upon a thirty (30) day written notice by either party to the other party. If City terminates and the termination is not the result of breach of contract, Successful Bidder(s) shall be entitled to harvest, gather, and remove his hay or crop on the parcel.
- 3.19 In the event the Successful Bidder(s) terminates the contract prior to expiration date, it shall be in the sole discretion of the City to determine if the Successful Bidder(s) shall be entitled to any part of the hay or crops on the parcel, or reasonable compensation.

Bidders Initials: D. C.

3

4.0 BIDDER'S OFFER:

4.1 Please indicate your bid for planting, harvesting, and removal of crops

| Markey Industrial Park Leased Ground | | | |
|---|-----------------|------------------------|---|
| Area Number | Approx. Acreage | Unit Price per Acre | Total Price per One Harvest |
| Parcel/Exhibit A, Known as: Markey Industrial Park | 51 | \$ <u>50.00</u> year 1 | \$ <u>2550.00</u> year 1 |
| | | \$ <u>50.00</u> year 2 | \$ <u>2550.00</u> year 2 |
| | | \$ <u>50.00</u> year 3 | \$ <u>2550.00</u> year 3 |
| | | \$ <u>50.00</u> year 4 | \$ <u>2550.00</u> year 4 |
| | | \$ <u>50.00</u> year 5 | \$ <u>2550.00</u> year 5 |
| I understand that this offer is made for planting, cultivating, and harvesting of agricultural crops "as is," and that the City is offering no warranty, express or implied, and that the City offers no guarantee. | | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

5.0 INSURANCE REQUIREMENTS:

Contractor shall be required to maintain and carry in force, for the duration of the contract, insurance coverage of the types and minimum liability as set forth below:

5.1 COMMERCIAL GENERAL/FARM LIABILITY/FARMERS COMPREHENSIVE PERSONAL LIABILITY (Sections in Policy)

Limits:

- Bodily Injury & Property Damage (Coverage H)
 - Each Occurrence, including Products: \$ 500,000
 - Personal & Advertising Injury (Coverage I): \$ 500,000
 - General Aggregate: \$1,000,000

Policy must include the following conditions:

- Contractual Liability
- Medical Payments (Coverage J)
- Additional Insured (FL 04 50 or similar): City of Belton, Missouri

5.2 AUTOMOBILE LIABILITY

Policy shall protect the Contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

- Any Auto
- Or
- All Owned Autos; Hired Autos; and Non-Owned Autos

Limits of personal auto liability insurance shall be a minimum of \$250,000 per person bodily injury; \$500,000 per accident bodily injury; \$100,000 per accident property damage or it may be included as the same as required in the Farm Liability section.

5.3 WORKERS' COMPENSATION

This insurance shall protect the Contractor against all claims under applicable State Workers' Compensation Laws. The 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 a Workers' Compensation Law.

The policy limits shall not be less than the following:

- Workers' Compensation: Statutory
- Employer's Liability -
 - Bodily Injury by Accident: \$ 100,000 Each Accident
 - Bodily Injury by Disease: \$ 500,000 Policy Limit
 - Bodily Injury by Disease: \$ 100,000 Each Employee

Or
If the Contractor is a pure Farm Laborer, they are an exception class for workers compensation in the State of Missouri then they are to carry - Farm Employers Liability (FL 04 65 or equivalent).

Bidders Initials: D.C.

5.4 GENERAL INSURANCE PROVISIONS

- The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability of the Contractor nor has the City assessed the risk that may be applicable to the Contractor.
- The Contractor's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Contractor.
- Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
- Any failure on the part of the Contractor with any policy reporting provision shall not affect the coverage provided to the City.

When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City. Before, entering into contract, the successful respondent shall furnish to the City of Belton a Certificate of Insurance verifying all of the foregoing coverage and identifying the "City of Belton" as an "additional insured" on the farm liability policy. This inclusion shall not make the City a partner or joint venture with the contract consultant in its operations hereunder.

Prior to any material change or cancellation, the City will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

The certificate holder on the Certificate(s) of Insurance shall be as follows:

City of Belton
Attention: City Administration
506 Main Street
Belton, MO 64012

6.0 REFERENCES AND EXPERIENCE

A minimum of five (5) years' experience is required of the successful bidder, in similar services, as described in the scope. Experience and references provided by bidders shall be verified and will be a significant factor in the evaluation. Bidders are required to provide the information below in full detail. Use separate sheet if needed

| How many years has your firm been in business? <u>20</u> | | | |
|--|--------------------|-------|-------------------|
| List references showing contracts, held by your company, providing the same services for other municipalities or private companies. Attach a separate sheet of paper, if needed. | | | |
| COMPANY NAME/ADDRESS | CONTACT NAME/PHONE | DATES | DESCRIBE SERVICES |
| | | | |
| | | | |
| | | | |

Bidders Initials: D. C.

GENERAL TERMS AND CONDITIONS

- 1. **AWARD.** The right is reserved, as the interest of the City may require to reject any or all bids and to waive any minor informality or irregularity in bids received. The City may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the city reserves the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid. The Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (best price and best value) to the City, price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
- 2. **PREPARATION OF BIDS.**
 - A Bidders are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.
 - B Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation and print or type his name on each bid sheet thereof on which he makes an entry. Erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City of Belton.
 - C Unit prices for each unit bid shall be shown. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
 - D Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
 - E Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
 - F Prices quoted are to be firm and final.
 - G In submitting bids, Vendor agrees that the City of Belton shall have 120 days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
 - H Specification sheets **MUST** be returned with bids.
- 3. **EXPLANATION TO BIDDERS.** Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders.
- 5. **SUBMISSION OF BIDS.**
 - A Bids and modification thereof shall be enclosed in sealed envelopes and addressed to City of Belton, Attn: Administration, 506 Main Street, Belton, Missouri 64012. The bidder shall show the hour and date specified in the invitation for receipt, the invitation number, and the name and address of the bidder on the face of the envelope.
 - B Telegraphic or faxed bids will not be considered unless authorized by the invitation; however, bids may be modified by telegraphic notice, provided such notice is received prior to the hour and date specified for receipt. (See paragraph 7)
 - C Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.
- 6. **FAILURE TO SUBMIT BID.** If no bid submitted, do not return the invitation unless otherwise specified.
- 7. **MODIFICATION OR WITHDRAWAL OF BIDS.** Bids may be modified or withdrawn, by written or telegraphic notice received, prior to the exact hour and date specified for receipt of bids, provided the City is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the bid receipt deadline. The telegraph communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened. A bid also may be withdrawn in person by a bidder or his authorized representative provided his identity is made known and he signs a receipt for the invitation, but only if the withdrawal is made prior to the exact hour and date set for receipt of bids. Telephone requests to withdraw a bid will be considered only if confirmed by letter or telegram.
- 8. **LATE BIDS AND MODIFICATIONS.** It is the responsibility of the bidder to deliver his bid or bid modifications on or before the date and time of the bid receipt deadline. Bids will NOT be accepted after the date and time of closing under any circumstances.
- 9. **AWARD OF CONTRACT.**
 - A **BASIS OF AWARD.**
 - (1) Only firm bids will be considered.
 - (2) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to City within three (3) days after being so requested.
 - (3) The award of the Contract, if it is awarded, will be to the most responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the Owner and whose bid complies with all prescribed requirements.
 - (4) City reserves the right to reject any and all bids, and waive any and all informalities, and the right to disregard all non-conforming or conditional bids or counter-proposals.
 - B **EVALUATION OF BIDS.** The evaluation of bids will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers, if applicable. Time of completion or delivery will also be a factor in the award.
 - C **NOTICE OF AWARD.** After considering the basis of award and evaluation of bids, City will within one hundred twenty (120) days after the date of opening bids, notify the successful bidder of acceptance of his bid.
- 10. **QUALIFICATIONS OF BIDDERS.** The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- 11. **ANTI-TRUST.** Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this contract.
- 12. **GUARANTEE.** All customary guarantees for workmanship, quality and performance specific to the services for any or all items shall apply to this bid under this proposal.
- 13. **EXPERIENCE STATEMENT (if required).** Only those bids will be considered which are submitted by bidders who submit with their bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the bid.

CONTRACTUAL REQUIREMENTS. GENERAL CONTRACTUAL REQUIREMENTS.

- 1. **DEFINITIONS.**
 - A "City" shall refer to: City of Belton, Cass County, Missouri who are the owners of the property, and their authorized representatives.
 - B "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement and who has entered into this contract for the performance of the work covered thereby, and its, his or their duly authorized agents or other legal representatives.
 - C The "specifications" includes Instruction to Bidders, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
 - D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the contractor.
- 3. **CONTRACT TERMS.** The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents.
- 4. **ACTS OF GOD.** Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

Bidders Initials: D.C.



CERTIFICATE OF LIABILITY INSURANCE

TEMPC-2

QP ID: DA

DATE (MM/DD/YYYY) 03/29/2018

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

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

PRODUCER: Bovard Insurance Group, 6950 Squibb Road Ste 500, Mission, KS 66202, Dan Mahurin. CONTACT NAME: Dan Mahurin, PHONE: 913-529-1130, FAX: 913-529-1137. INSURED: Temp-Con, Inc, 15670 S. Keeler, Olathe, KS 66062. INSURER(S): UNITED FIRE GROUP, CNA.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Contractors E&O.

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

FAX:816-322-4620

CERTIFICATE HOLDER

CANCELLATION

CITYBELT City of Belton, 506 Main Street, Belton, MO 64012

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Dan Mahurin

**LEASE AGREEMENT OF CITY PROPERTY AT MARKEY INDUSTRIAL PARK
FOR AGRICULTURAL CROPS**

THIS LEASE, is made and entered into this ____ day of _____ 2018, between the CITY OF BELTON, a municipal corporation organized and existing as a Charter City under the laws of the State of Missouri, hereinafter referred to as "City" or "Lessor" and Danny Chevalier, owner of Chevalier Construction, hereinafter referred to as "Lessee."

RECITALS

- A. The City has determined that the lease herein embodies reasonable and necessary terms and conditions for preservation and operation of farming operation and recognizes that in order to provide for the successful operation of said farming operation for the greatest benefit of the public this facility must be considered to be a business enterprise under this lease.

- B. Lessee warrants that it and its personnel shall have capacity, knowledge, expertise and desire to operate and preserve the aforesaid farming operation under the terms and conditions provided herein.

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

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

- A. **DESCRIPTION OF LEASED PREMISES**
 - 1. The leased premises (sometimes referred to as "premises" or "facilities") consist of certain real property located in the City of Belton, Missouri, all as more particularly shown on **Exhibit A** which is attached hereto and made a part hereof.

 - 2. Lessee having inspected said premises, does accept same together with improvements thereon all in as "AS IS" condition and lessee acknowledges that no representation, statements or warranties, expressed or implied, have been made by or on behalf of the City in respect to their condition or the use or occupation that may be made thereof, and that the City shall in no way whatsoever be liable for any latent defects in the premises, improvements or facilities provided herein and that Lessee takes possession hereunder and agrees that the City shall have no obligation to improve, repair, restore, rebuild, refurbish or otherwise incur any expense in improving and/or changing the condition of the premises at such times hereafter during the term of this lease or any extension thereof. Lessee acknowledges that its representatives have visited premises and all appurtenant facilities and have otherwise

become fully acquainted with the conditions relevant to the premises and their operation.

B. USE

1. The premises shown in **Exhibit A** shall be used solely for the planting, cultivating, and harvesting of agricultural crops and for no other use without the written consent of the City.

2. Lessee agrees not to use the premises for, or to carry on or permit any offensive, noisy or dangerous activity or any nuisance or anything against public policy. Lessee further agrees not to use or permit the use of the premises for any purpose which would increase existing rates of insurance or cause cancellation of any insurance policy carried by the City lessee. Lessee agrees to comply with and conform to all laws and ordinances, municipal, state, federal and/or other governmental authority and any and all requirements or orders of any municipal, state, federal or other governmental board of authority, present or future, relating to the condition, use of occupancy of the premises all to the perfect exoneration from liability of the City.

C. TERM OF LEASE

1. The initial term of this Lease shall be one (1) year commencing April 15, 2018, and expiring November 15, 2018.

2. The renewal term is not automatic. The City Manager shall notify the Lessee in writing of the intent to renew the lease with the Lessee by February of each year for up to four (4) one-year renewal terms. A renewal will be based upon the City's desire to continue the cultivation of the city property, in whole or in part, and the Lessee's performance under the Lease. The City Manager shall have the authority to renew the Lease under the current terms and conditions of this Lease, including the annual lump sum pricing as detailed in Section F – Rental. If changes occur from year to year including the amount of acreage or uses available, the City Manager is authorized to renegotiate terms and conditions with the Lessee with City Council approval.

3. During the initial or a renewal term, the Lease may be terminated upon a thirty (30) day written notice by either party to the other party. If the City terminates and the termination is not the result of breach of contract, the Lessee shall be entitled to harvest, gather and remove his hay or crop on the parcel. If Lessee terminates, it shall be the sole discretion of the City to determine if the Lessee shall be entitled to any part of the crops on the parcel or reasonable compensation.

D. RENTAL

1. Lessee agrees to pay to the City:

Year 1: \$2,550.00 on or before 12/31/18.

Optional renewal years:

Year 2: \$ 2,550.00 on or before 12/31/2019.

Year 3: \$ 2,550.00 on or before 12/31/2020.

Year 4: \$ 2,550.00 on or before 12/31/2021.

Year 5: \$ 2,550.00 on or before 12/31/2022.

2. All payments shall be made within thirty (30) days of harvest or the last day of the calendar year, whichever is first, to the City of Belton, 506 Main Street, Belton, Missouri 64012.

E. MAINTENANCE AND REPAIRS

The Lessee will:

1. cultivate and manage the premises according to good farming practices;
2. keep all ditches, drains and watercourses open, clean and in good working order;
3. not contaminate or allow to be contaminated any water, well, pond, or lake on the premises;
4. make a reasonable effort to retard and prevent soil erosion;
5. do his/her best to prevent any noxious weeds from going to seed; and
6. not remove or allow removal of any soil.

F. ALTERATIONS

1. Lessee agrees to not make any material and/or structural alterations, changes and/or additions to the premises without the prior written consent of the City. Lessee agrees to indemnify and save the City harmless from all liens, claims, demands and/or costs (including, without limitations, attorneys' fees) arising out of any alterations, changes and/or additions made by lessee as herein allowed and lessee agrees not to suffer any such lien or charge to be created.

G. LIENS

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

H. TAXES

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

I. TRASH

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

J. SIGNS

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

K. NOTIFICATION OF SCHEDULE

1. Lessee shall notify the City designated representative no less than two (2) calendar days prior to commencement of each planting and harvesting session.

L. INDEMNIFICATION

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

2. Lessee, as a material part of the consideration to be rendered to the City, hereby waives all claims against the City for damages to goods, wares, merchandise

and/or personal property in, upon or about the premises, excepting damage solely resulting from the wanton acts or willful omissions of the City or its officers, agents or employees.

M. INSURANCE

1. Lessee agrees to, at all times herein, maintain general public liability/farm liability/comprehensive personal liability insurance in limits of not less than \$500,000.00 combined single limit coverage/\$1,000,000 general aggregate with policy including contractual liability, medical payments and additional insured for the City of Belton; automobile liability in limits of not less than \$250,000 per person/\$500,000 per accident for bodily injury and \$100,000 per accident property damage; and workers' compensation in limits not less than \$100,000 bodily injury each accident and \$100,000/\$500,000 bodily injury by disease/policy limit or as otherwise required by State law.

2. All insurance policies required, pursuant to the terms hereof, shall name the City as an additional insured and shall contain a provision that such policy shall not terminate (by expiration, lapse or otherwise) nor be amended in any manner so as to adversely affect the amount of scope of coverage without at least ten (10) days prior written notice to the City. Lessee shall deliver to and keep in possession of City at all times during the pursuant to the terms of this Agreement. If at any time during the term hereof, lessee does not deliver to City at least five (5) days prior the expiration thereof, certificates or other evidence satisfactory to City evidencing the proper renewal or replacement of such expiring policy of insurance required pursuant to the terms hereof, City shall have the right, but not the obligation, to obtain such insurance as City shall determine to be necessary to protect City's interest, and the costs of such insurance shall be deemed to be additional rent, payable upon demand by City. As a further remedy hereunder, City shall have the right, to the extent permitted by law, if such certificate or other evidence of insurance required pursuant to the terms hereof is not presented at least five (5) days prior to the expiration of such insurance, to refuse to permit lessee to open its business upon the premises so long as City has not received such evidence of insurance, and to take such actions, including but not limited to securing and locking gates and entrances to the premises, as is necessary to enforce its refusal to permit lessee to open for business as hereinabove provided, all without being guilty of any violation of the lease and without such actions causing or allowing of the abatement of rent hereunder.

N. INSPECTION OF PREMISES

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

O. EMINENT DOMAIN

1. If the entire premises shall be taken by consideration by any governmental authority or conveyed in lieu of condemnation, or if a portion of the premises shall be so taken or conveyed so as to render the premises untenable for the purpose of this lease, this lease shall terminate as of the date of possession shall be required by said

governmental authority, and the parties shall be released from all further liability hereunder, except the City shall rebate to lessee any advance minimum rental payment made to secure occupancy and operations which would otherwise have occurred after taking by condemnation.

P. LESSEE WARRANTIES AND PRESENTATION

1. Lessee represents and warrants to the City, and the City relies on said representations warranties in entering into this lease as follows:

1. Lessee on this basis of experience and skill of lessee shall adequately maintain demised premises.
2. Lessee shall return the demised premises in its original condition as when let.

Q. DEFAULT

1. Subject to other, more specific provisions, hereof, each of the following events, occurrences, or omissions shall be deemed an event of default:

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

of the City;

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

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

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

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

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

R. WAIVER OF SUBROGATION AND CLAIMS

1. Lessee hereby releases the City, its officers, agents, employees and servants, from any and all claims or demands for damages, loss, expense or injury to the premises, or to the personal property, fixtures, trade fixtures, and equipment, or inventory or other property of either the City or Lessee in, about or upon the premises, as the case which may be caused by or result from perils, events or occurrences which are the subject of insurance carried by respective parties and in force at the time of any such loss; provided, however, that such waiver shall be effective only to the extent permitted by the insurance covering such loss and to the extent such insurance is not prejudiced thereby or the expense of such insurance is not thereby increased.

2. Lessee hereby waives any claim against the City and its officers, agents or employees, for damage or loss caused by the suit or proceedings directly or indirectly attacking the validity of this lease, or any part thereof, or by any judgment or award in any suit proceeding declaring this lease null, void or voidable, or delaying the same, or any part thereof, from being carried out.

S. ASSIGNMENT AND SUBLETTING

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

T. PERSONAL PROPERTY IN LEASED AREA

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

U. SAFETY PROVISIONS

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

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

3. No cutting of trees over six (6) inches in diameter is permitted on the premises without first obtaining permission from the City designated representative. Any trees or brush less than six (6) inches that are encroaching on fields may be cut and removed.

V. MISCELLANEOUS PROVISIONS

1. The terms, covenants and conditions contained herein shall be binding upon and enforceable by the parties hereto and their respective heirs, executors, administrators, successors, and assigns, subject to restriction herein imposed on assignment by Sublease.

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

To: City Manager
506 Main Street
Belton, Missouri 64012

To: Danny Chevalier
Chevalier Construction
3405 E. 185th Place
Belton, MO 64012
6. Each term of this Agreement is material and breach by Lessee of any one of the terms herein contained shall be a material breach of the entire Agreement.
7. For all purposed herein, Lessee is and shall be deemed to be an independent contractor.
8. That the granting of this lease shall in no way be taken to imply that the subject premises will eventually be conveyed to Lessee by City.

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

CITY OF BELTON:

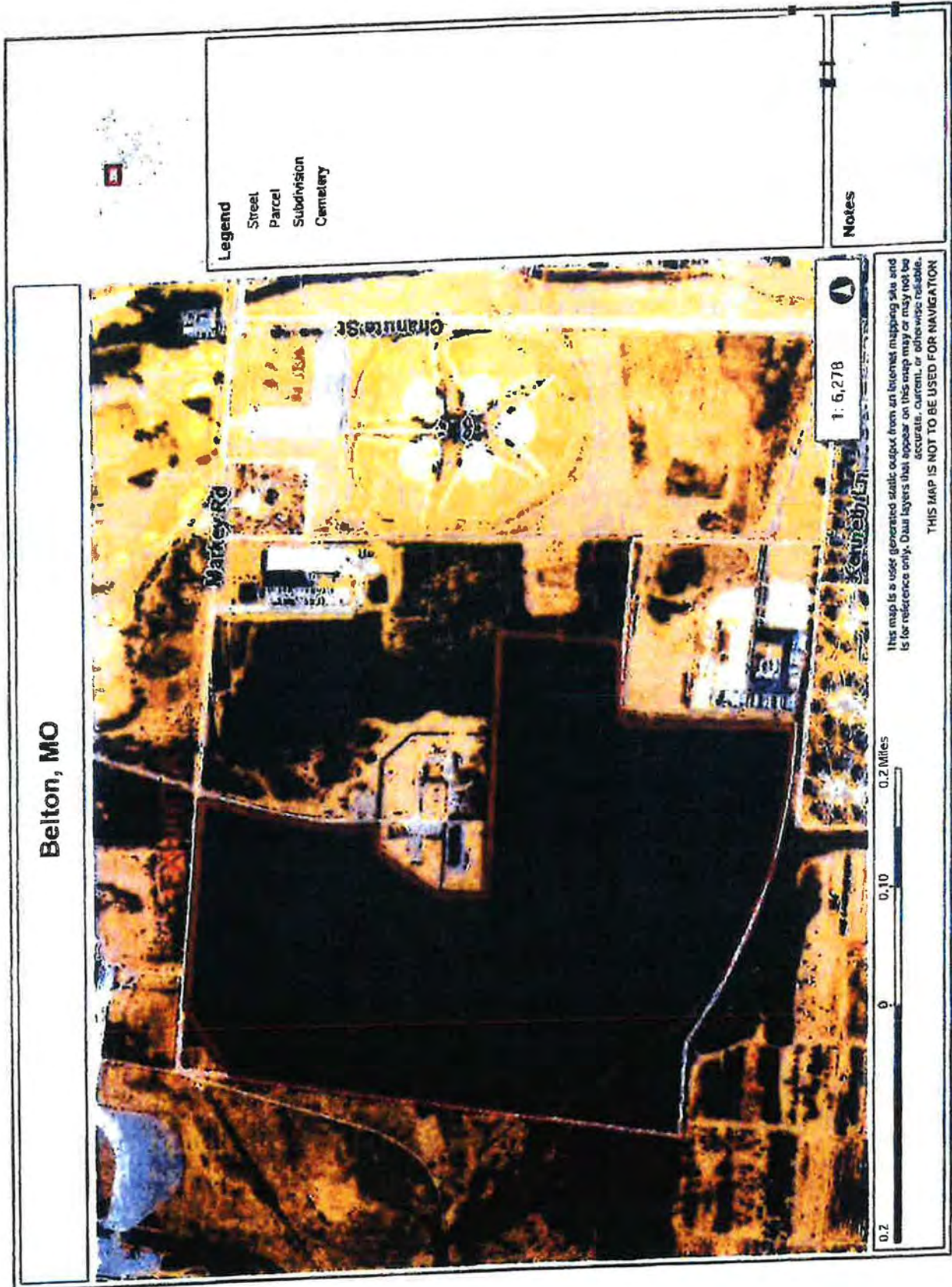
Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk

LESSEE:

Danny Chevalier
Owner, Chevalier Construction



SECTION V

D

AN ORDINANCE APPROVING AND AUTHORIZING THE BELTON COST FUNDING AGREEMENT BETWEEN NORTHPOINT DEVELOPMENT, LLC A MISSOURI CORPORATION AND THE CITY OF BELTON, MISSOURI, A CONSTITUTIONAL CHARTER CITY OF THE STATE OF MISSOURI, FOR THE PREPARATION AND IMPLEMENTATION OF AN APPLICATION FOR INCENTIVES, A REDEVELOPMENT PLAN, AND A REDEVELOPMENT AGREEMENT.

WHEREAS, the Company has requested that the City: 1) consider a proposal for economic development incentives to facilitate the development of 148+ acres at the southeast corner of I-49 and 155th Street; and 2) prepare a redevelopment plan (the "Plan") and redevelopment agreement for the implementation of such Plan (the "Redevelopment Agreement"); for presentation to and consideration by the City; and

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

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

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

SECTION 1. That the City Council approves and authorizes the Belton Cost Funding Agreement with Northpoint Development, LLC, herein attached and incorporated to this Ordinance as **Exhibit A**.

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

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

READ FOR THE FIRST TIME: April 10, 2018

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2018.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 10th day of April, 2018 and thereafter adopted as Ordinance No. 2018 - _____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2018 after the second reading thereof by the following vote, to-wit:

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

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

BELTON COST FUNDING AGREEMENT

THIS BELTON COST FUNDING AGREEMENT (this "Agreement") is entered into this ____ day of March, 2018 by NORTHPOINT DEVELOPMENT, a Missouri limited liability company, and its successors and assigns ("Developer") and the CITY OF BELTON, MISSOURI (the "City").

A. Developer has requested that the City consider certain development agreements, plans and other documents (the "Documents") in connection with its proposed development of the Belton, Missouri project which is generally located on the southeast corners of Interstate 49 Highway and 155th Street (the "Project") and Developer has further requested the use of Chapter 100 and other public assistance in connection with certain eligible aspects of the Project. In order to do so, the City must retain outside counsel and third party consultants and incur other related third party expenses, but the City is without a source of funds to pay such counsel, consultants and expenses.

B. Developer hereby agrees to pay the City's third party expenses in connection with the Project, as more specifically set forth herein.

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

1. Services to be Performed by the City. The City shall retain outside counsel and third party consultants and incur other related third party expenses which it, in its sole discretion, deems necessary to consider, negotiate, and if appropriate, execute and deliver the Documents (the "Services").

2. Payment. The Developer shall pay the City for all charges for outside counsel and third party consultants and all other related third party expenses incurred in providing the Services set forth in Section 1 (the "Charges").

- (a) In order to ensure the prompt and timely payment of the Charges, Developer shall establish a fund, which shall initially include a deposit in an amount equal to Twenty Thousand Dollars (\$20,000) (the "Fund") by paying such amount to the City contemporaneously with the execution of this Agreement, receipt and sufficiency of which is hereby acknowledged. The City will deduct its application fee in the amount of \$2,500.00 from the Deposit. The City shall pay the initial Charges from the Fund and shall promptly submit an itemized statement therefore to the Developer to re-establish the Fund so that, except as otherwise set forth herein to the contrary, there is always a cash balance available against which additional charges and payments may be applied on a current basis. Thereafter, the City shall submit monthly statements itemizing the Charges paid from the Fund during the preceding month.
- (b) All statements shall be payable within thirty (30) days of receipt thereof. If not so paid, the City shall not consider any other Documents or render any Services until paid, and the unpaid balance shall be subject to a penalty of one percent (1%) per month until paid, but in no event shall such penalty exceed twelve percent (12%) per annum.
- (c) In the event the City determines that the total of the Charges will exceed the balance of the Fund in any month, the City may so notify the Developer and the Developer shall promptly remit to the City an amount sufficient to re-establish the Fund so that the City may pay its obligations as they become due.

3. Termination.

- (a) In the event Developer fails to comply with this Agreement or fails to make any payments when due, the City may terminate this Agreement upon providing ten (10) days notice to the Developer in accordance with Section 4.
- (b) Upon the City's receipt of notice from Developer in accordance with Section 4, Developer may terminate this Agreement in the event it determines that it does not need the City to consider any further Documents or provide any further Services.
- (c) If either party terminates this Agreement, the City shall apply the balance of the Fund, if any, to any Charges outstanding at the time of such termination pursuant to this Agreement and any monies due and owing to the City pursuant to any other agreement and shall pay the remaining balance, if any, to Developer within forty five (45) days of such termination. In the event the balance of the Fund is insufficient to pay the outstanding Charges payable hereunder, Developer shall pay such Charges within thirty (30) days of such termination.

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

To the City of Belton, Missouri:

Belton City Clerk
City of Belton, Missouri
506 Main St.
Belton, Missouri 64012
Telephone: 816-331-4331
Facsimile: 816-322-4620

With a copy to:

Alexa Barton
City of Belton, Missouri
506 Main St.
Belton, Missouri 64012
Telephone: 816-331-4331
Facsimile: 816-322-4620

To the Developer:

NorthPoint Development
c/o Brent Miles
4825 NW 41st Street, Suite 500
Riverside, Missouri 64150
Telephone: 816-888-7380

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

Developer

NORTHPOINT DEVELOPMENT

By: _____

THE CITY OF BELTON, MISSOURI

By: _____

Its: _____

Attest:

By: _____

Its: City Clerk

Approved as to form:

City Attorney

