



**Agenda of the Belton City Council
Work Session & Regular Meeting
December 11, 2018 – 6:00 p.m.
City Hall Annex
520in Street, Belton, Missouri**

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
 - A. Storm Water & Street Bond Issuance

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- III. ADJOURN WORK SESSION
- IV. CALL REGULAR MEETING TO ORDER
- V. PLEDGE OF ALLEGIANCE – Councilwoman Peek
- VI. ROLL CALL
- VII. 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 November 27, 2018, City Council Regular Meeting and the December 4, 2018, Special Meeting Minutes.**

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- B. **Motion approving Maintenance/Upgrade Agreements for the Milestone (station video cameras) and S2 (access control) systems with Kenton Brothers in the amount of \$5,482.23, for the Belton Police Department.**

This purchase is within budget.

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- C. Motion approving Resolution R2018-52
A resolution appointing RJ Warren to the Planning Commission.

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VIII. ORDINANCES

A. Motion approving both readings of Bill No. 2018-79

An ordinance authorizing and directing the Mayor to execute the Second Amendment to the Tax Increment Financing contract between the City of Belton, Missouri and Menard, Inc. for implementation of the Southtowne Tax Increment Financing Redevelopment Plan, as amended.

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B. Motion approving both readings of Bill No. 2018-80

An ordinance amending Chapter 19 – Streets, Sidewalks, Rights-of-Way and other Public Places, Article V – Right-of-Way Management, Use, Construction, Reconstruction, Improvements and Repairs; Permit/Inspection requirements, and adding Article X – Small Wireless Facilities to Chapter 19 of the Code of Ordinances, City of Belton, Missouri for the purpose of updating the City’s requirements for use of the Public Right-of-Way and permitting of small wireless facilities.

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C. Motion approving both readings of Bill No. 2018-81

An ordinance approving a Fire Protection Agreement between the City of Belton and the Mount Pleasant Fire Protection District.

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IX. RESOLUTIONS

X. CITY COUNCIL LIAISON REPORTS

XI. MAYOR’S COMMUNICATIONS

XII. CITY MANAGER’S REPORT

December 2018 & January 2019 meetings

12/18 special meeting – 6:00 p.m.

12/25 no meeting due to holiday

01/01 no meeting due to holiday

01/08 work session & regular meeting – 6:00 p.m.

01/15 special meeting – 6:00 p.m.

01/22 work session & regular meeting – 6:00 p.m.

XIII. OTHER BUSINESS

XIV. Motion to enter Executive Session to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2; and to discuss matters pertaining to preparation, including any discussion or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups according to Missouri Statute 610.021.9 and that the record be closed.

XV. ADJOURN

SECTION II
A

Stormwater and Streets Infrastructure

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Celia J. Duran, P.E.
Public Works Director
December 4, 2018



Overview

- Stormwater Existing Conditions
- Stormwater Master Plan
- Priority Stormwater Projects
- Street Existing Conditions
- Automated Data Collection
- Funding Options



Buena Vista Drive



162nd & Terry Ave



Stormwater Existing Conditions

- Existing System:
 - 53 miles of pipe/2,550 inlets and manholes
 - 32 miles of streams within 5 watersheds
 - Stormwater Master Plan
- 7
- Stormwater Challenges:
 - House and street flooding
 - Aging and undersized Infrastructure
 - Neighborhoods designed with no stormwater infrastructure/detention
 - Undersized ditches
 - No dedicated funding for maintenance, improvements
 - Inadequate drainage systems impacts streets



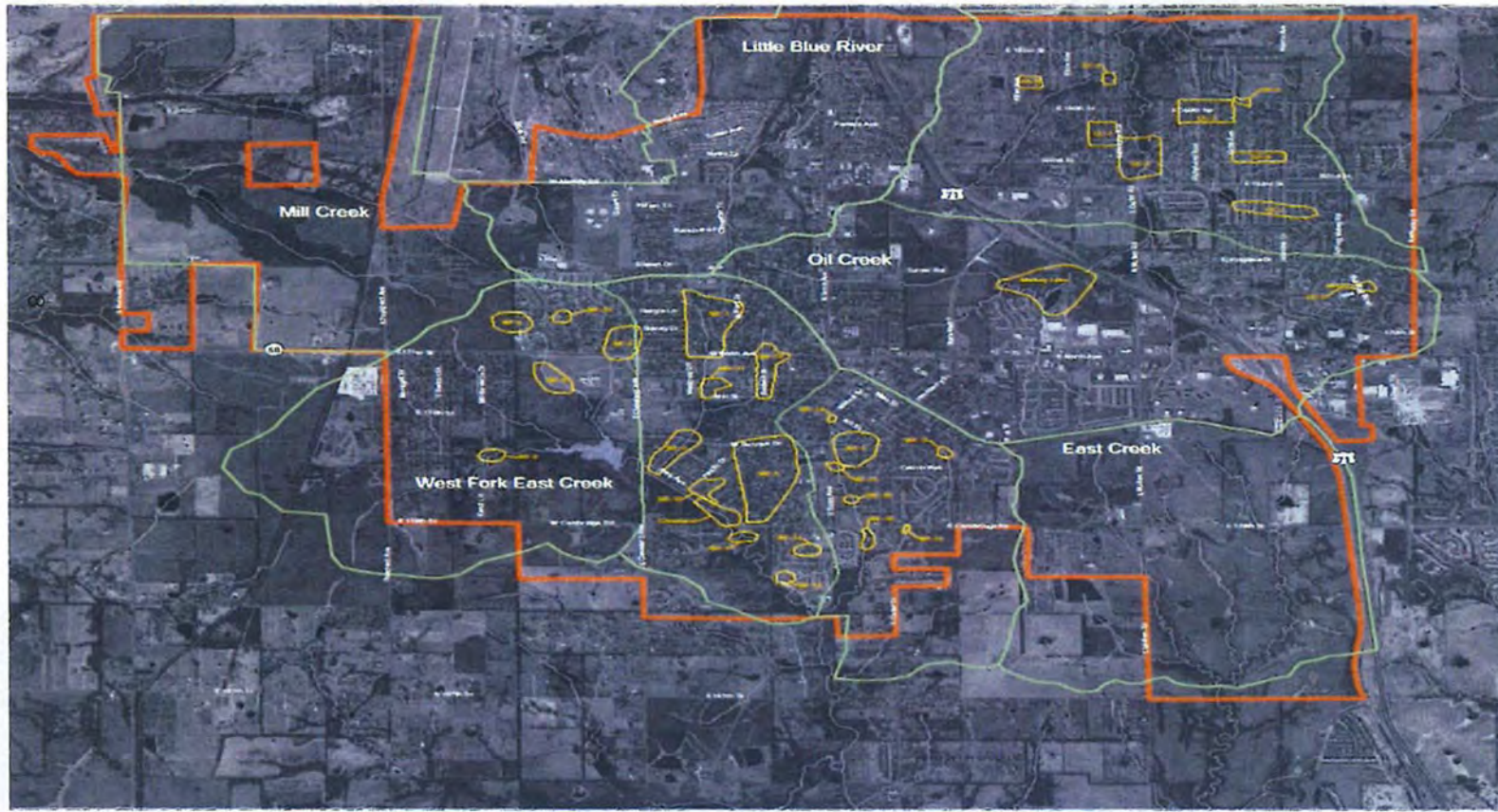
Apple Blossom Court



Bryan Way & Hight Ave



Stormwater Master Plan-2012



- Watersheds
- Sub Watersheds
- Stream Centerline
- Project Areas
- City Limits



Priority Stormwater Projects

Stormwater Master Plan

- **7 Priority 1 projects (2 completed)**

- WF-1 Sunset Ln. and N. Hillcrest Dr. (Hargis Lake) (\$3.6-6.2 MIL)
- WF-4 Westside Dr. and Lacy Ln. (\$3.1-\$3.6 MIL)
- OC-1 Hight Ave. and Bryan Way (\$1.8 MIL)
- WF-2 Sunrise Dr. and Buena Vista Dr. (\$1.2 MIL)
- OC-2 Valentine Ave. and 162nd St. (\$250K)

Total=\$9.95-\$13.05MIL

- **Additional Priority Projects**

- Cambridge Culvert
- Cherry Hill Culvert (under Parking Lot)
- Cottages of Belton Streambank Stabilization (TBD)
- Allen Ave. Culvert
- Hawthorne Dr. and Redbud Ln. (WF-11) (Alternate)

Total=\$1.8 MIL

TOTAL=\$11.75-\$14.85 MIL



Cambridge east of Mullen Road



Cambridge Low Water Crossing



WF-11 Hawthorne Drive and Redbud Lane

10



Improvement Project WF-11

Project Drainage Basin Map



Legend

- Proposed Structure
 - Proposed Pipe
 - Existing Storm Structure
 - Existing Storm Pipe
 - Proposed Berm
 - Street Flooding
- Complaints**
- Localized Improvements
 - Major System Improvements
 - Project Boundary

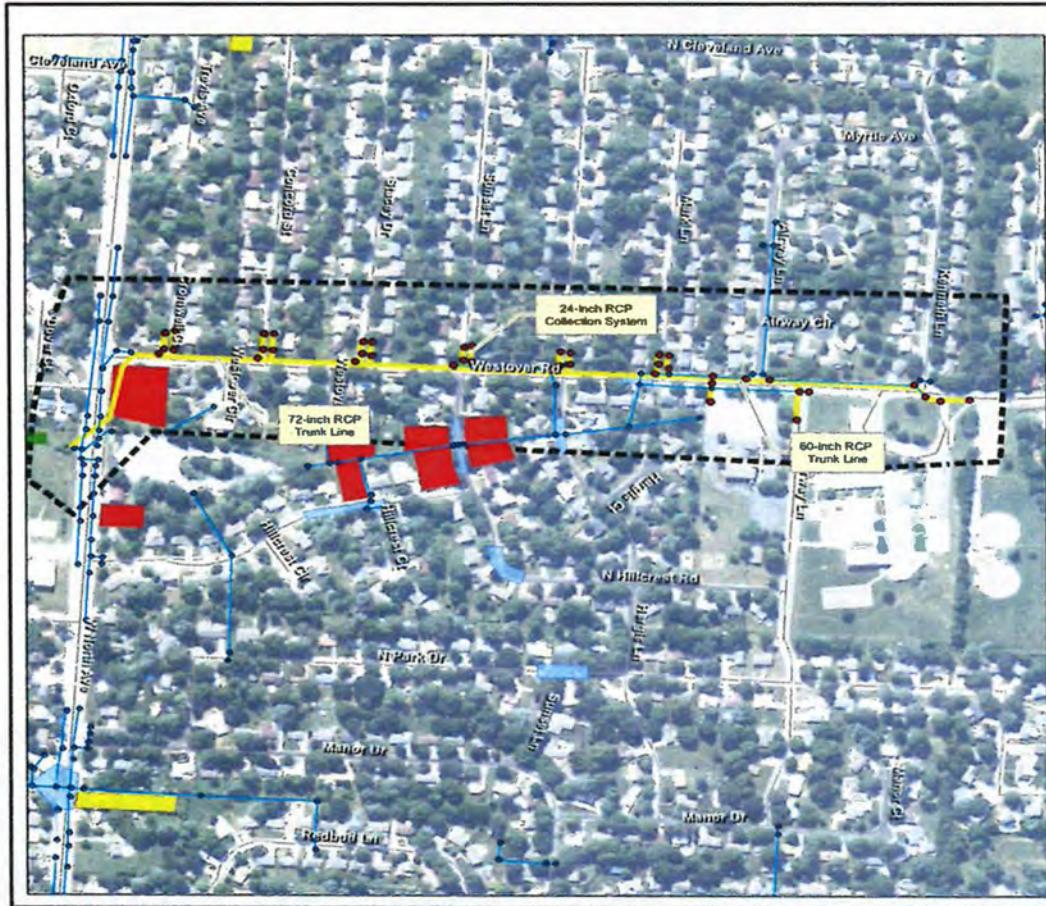


1 Inch = 150 feet



WF-1 Sunset Ln. and N. Hillcrest Dr. (Hargis Lake)

11



Improvement Project WF-1

Project Drainage Basin Map



Legend

- Existing Storm Structure
 - Existing Storm Pipe
 - Proposed Structure
 - Project Boundary
 - Proposed Sewer Upgrade
 - Street Flooding
- Complaints**
- Localized Improvements
 - Major System Improvements
 - Belton Roads

1 inch = 400 feet



WF-4 Westside Dr. and Lacy Ln.

12



Improvement Project WF-4

Project Drainage Basin Map



Legend

- Existing Storm Structure
 - Existing Storm Pipe
 - Proposed Structure
 - Proposed Berm
 - - - Project Boundary
 - Proposed Sewer Upgrade
 - ▨ Street Rehabilitation
 - ▭ Street Flooding
- Complaints**
- ▭ Localized Improvements
 - ▭ Major System Improvements
 - Belton Roads

1 inch = 400 feet



OC-1 Hight Ave. and Bryan Way

13



Improvement Project OC-1

Project Drainage Basin Map



Legend

- Existing Storm Structure
- Existing Storm Pipe
- Proposed Structure
- - - Proposed Berm
- - - Project Boundary
- Proposed Sewer Upgrade
- ▨ Street Rehabilitation
- ▨ Street Flooding

Complaints

- ▨ Not Applicable
- ▨ Localized Improvements
- ▨ Major System Improvements
- ▨ Street Flooding Only
- Watershed Boundary
- Belton Roads

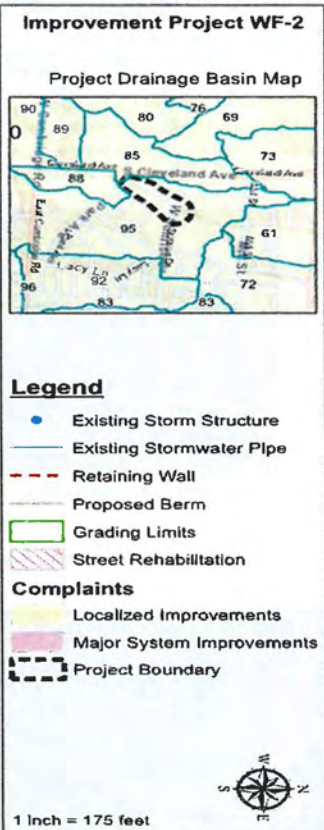


1 inch = 250 feet



WF-2 Sunrise Dr. and Buena Vista Dr.

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OC-2 Valentine Ave. and 162nd St.

15



Improvement Project OC-2 Option A

Project Drainage Basin Map



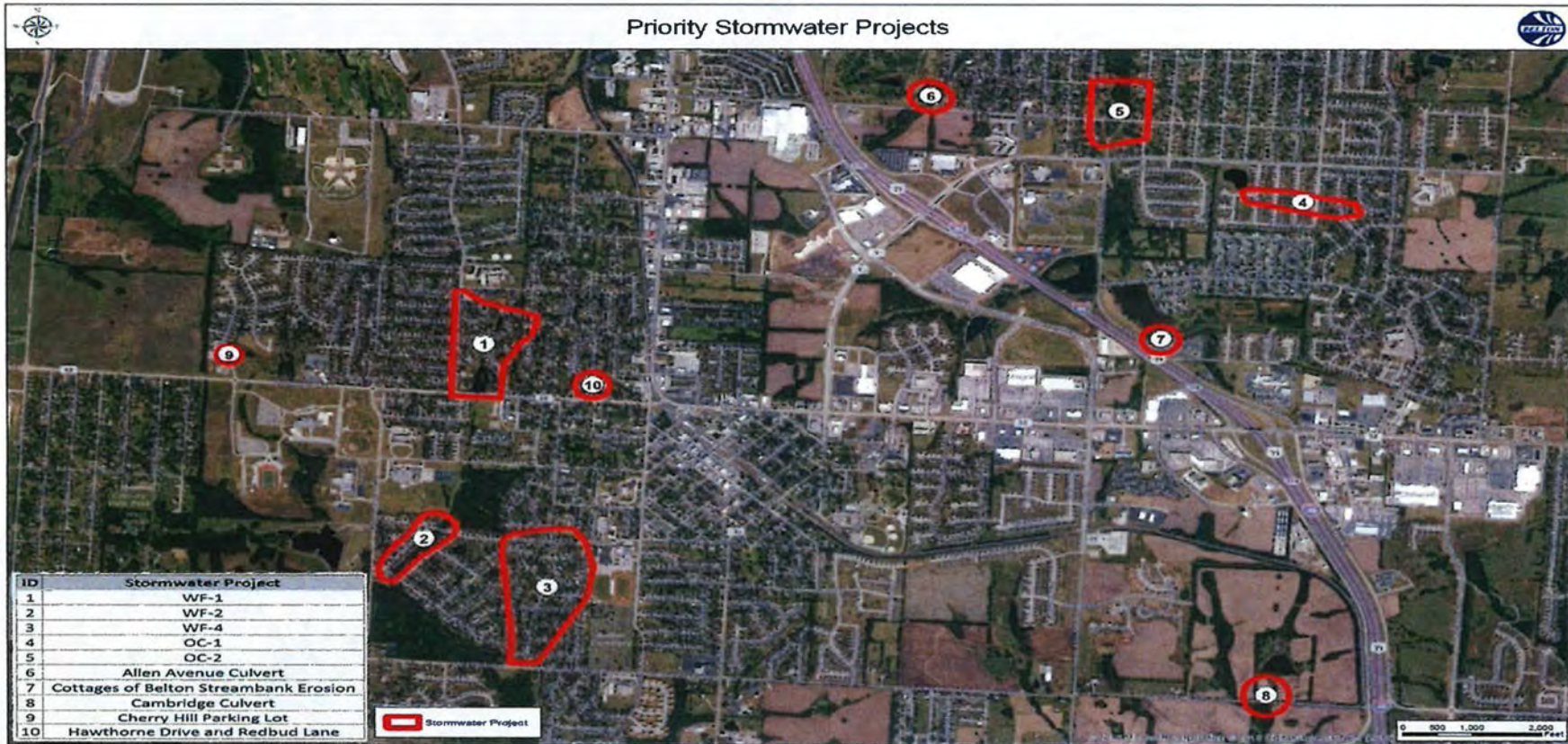
Legend

- | | |
|-------------------------------|----------------------------|
| Stream Assessment | • Existing Storm Structure |
| Risk to Infrastructure | — Existing Storm Pipe |
| Low | • Proposed Structure |
| Med | — Proposed Berm |
| High | - - - Project Boundary |
| Complaints | — Proposed Sewer Upgrade |
| Not Applicable | ▨ Street Rehabilitation |
| Localized Improvements | ▨ Street Flooding |
| Major System Improvements | |
| Street Flooding Only | |
| Watershed Boundary | |
| Belton Roads | |

1 inch = 200 feet



Priority Stormwater Projects



Streets Existing Conditions

- Existing System:

- 365 lane miles
 - ✓ 18 miles arterials
 - ✓ 35 miles collectors
 - ✓ 67 miles residential
- 60% improved streets
- 40% unimproved streets

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- Street Challenges:

- Deteriorating streets
- Little preventative maintenance
- Unknown asphalt depth and subgrade conditions
- Insufficient drainage system accelerates deterioration
- Condition indexes need reevaluation/uniformity
- **What is cost to maintain streets?**
 - ✓ **\$27.5 MIL 10-yr. maintenance plan (2005)**



Park Avenue



Automated Data Collection

Automated Data Collection:

- StanTec selected through qualifications
- Contract to be considered at future meeting

18 Project Objectives:

- What does our roadway system consist of?
- What condition is the roadway system in?
 - Surface and subsurface
- What work needs to be done?
- Estimated costs?
- Pavement management recommendations?



Pavement Condition Data Collection



Downward imaging captures pavement images for distress rating



All data tagged with GPS and linear reference



Laser sensors measure longitudinal and transverse profile (IRI and Rutting)



360 camera capture right-of-way images for distress rating and QA/QC



Pavement Distress

Example: Alligator Cracking

Slight < ---- > Moderate < ---- > Severe

Moderate



Severe



What Condition Is Our Network In?

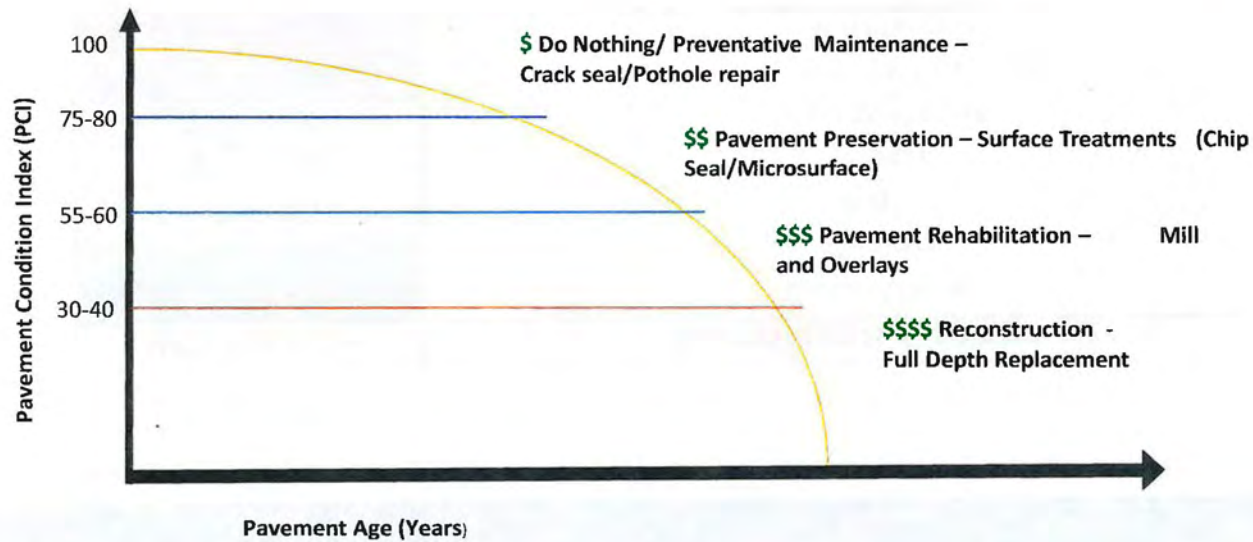
21

PCI Range	Condition Category
86 - 100	Excellent
71 - 85	Good
56 - 70	Fair
41 - 55	Poor
26 - 40	Very Poor
11 - 25	Serious
0 - 10	Failed

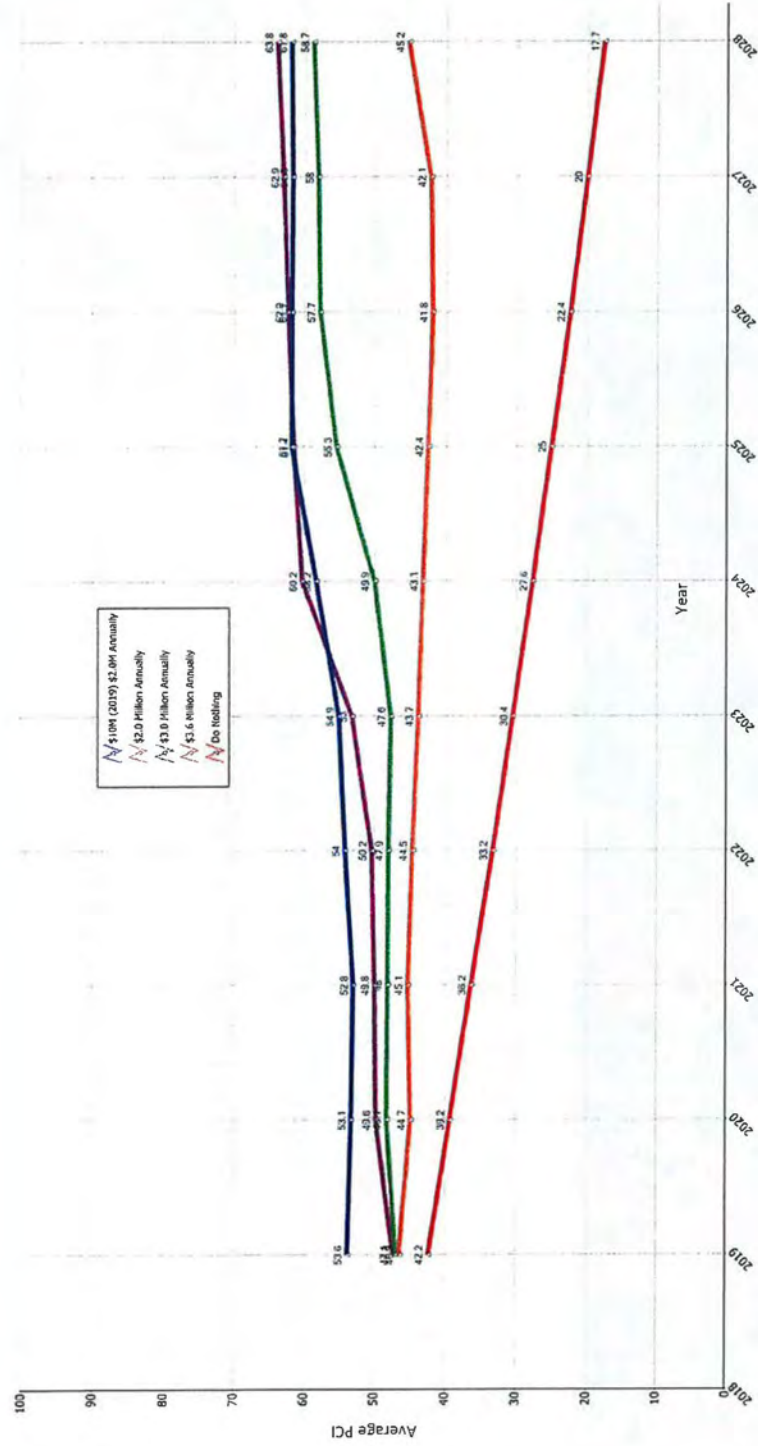
PCI Range	Level of Service Category
71 - 100	Adequate
56 - 70	Degraded
0 - 55	Unsatisfactory



Maintenance & Rehabilitation (M&R) Treatments



“What if” Funding Scenarios



Automated Data Collection Cost

Estimated Cost (StanTec): \$82.5K

- Data Collection
- Data Formatting for GIS
- Pavement Analysis and Reporting
- Ground Penetrating Radar (GPR)

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Estimated Cost (On-Call Geotech): \$15K-\$20K*

- Borings

*TBD based on GPR



Infrastructure Funding Options

Funding Options:

- No Additional Funding: Minimal Maintenance
- Increased Property Assessments: Stormwater and/or Streets Bond (April Election)
 - No Debt Levy Increase (\$13.5 MIL)
 - \$0.10 Debt Levy Increase (\$20.5 MIL)
 - \$0.20 Debt Levy Increase (\$26.5 MIL)

25

Staff Recommendation:

- No Debt Levy Increase for Stormwater (\$13.5 MIL)
- \$0.20 Debt Levy Increase for Street Improvements (\$13 MIL)

Next Steps:

- Language for April 2019 Ballot
- Ordinance to Council on 01/18/2019 (Approval to County Tuesday 01/22/2019 Close of Business)



Buena Vista Drive





Thank You!
Questions?



SECTION VII

A

**Minutes of the Belton City Council
Regular Meeting
November 27, 2018
City Hall Annex
520 Main Street, Belton, Missouri**

Mayor Davis called the regular meeting to order at 7:00 p.m.

Councilman Finn led the Pledge of Allegiance to the Flag.

Councilmembers present: Councilwoman Lorrie Peek, Mayor Jeff Davis, Councilmen Chet Trutzel, Tim Savage, Ryan Finn, Gary Lathrop, Dean VanWinkle

Councilmember absent: Councilwoman Stephanie Davidson

Staff present: Alexa Barton, City Manager; Padraic Corcoran, Attorney; and Andrea Cunningham, City Clerk.

CONSENT AGENDA

Councilwoman Peek moved to approve the consent agenda consisting of a motion:

- approving the minutes of the November 13, 2018, City Council Regular Meeting.
- approving the purchase of Badger Meter, Inc HRE-LCD Encoders with Orion ME Transmitters for Model 25 Meters from Midwest Meter, Inc.
- approving the letter of engagement with Williams & Campo, PC for representation of the City of Belton with respect to all general municipal legal matters.
- approving the letter of engagement with Littler Mendelson, PC, for representation of the City of Belton with respect to traditional labor relations matters.

Councilman Finn seconded. Councilman Lathrop asked for item **Motion approving the purchase of Badger Meter, Inc HRE-LCD Encoders with Orion ME Transmitters for Model 25 Meters from Midwest Meter, Inc.** be removed and discussed under separate action. All present voted in favor of the remaining Consent Agenda items. Councilwoman Davidson absent. Consent agenda approved.

Discussion – Motion approving the purchase of Badger Meter, Inc HRE-LCD Encoders with Orion ME Transmitters for Model 25 Meters from Midwest Meter, Inc.

Councilman Lathrop asked how many meters stopped working. Sheila Ernzen, Finance Director, said over the last few months, a couple hundred have stopped working. It's time to replace them all. Councilman Lathrop asked if there's money in the budget for this. Ms. Ernzen said yes, there is a meter replacement fund. Councilman Lathrop moved to approve this consent agenda item. Councilman Trutzel seconded. All present voted in favor. Councilwoman Davidson absent. Motion approved.

WARD 1 VACANCY AND MAYOR PRO-TEM NOMINATIONS

There were three applications received for Ward 1 vacancy – Tom MacPherson, Art Ruiz, and RJ Warren. Mayor Davis made the recommendation of Tom MacPherson. He opened the floor for other recommendations. Councilman Lathrop made a motion to appoint Tom MacPherson to the vacant City Councilman spot, seconded by Councilman Trutzel. All present voted in favor. Councilwoman Davidson absent. Motion carried.

The position of Mayor Pro-Tem is vacant. Mayor Davis made the recommendation of Lorrie Peek. He opened the floor for other recommendations. Councilman VanWinkle made a motion to appoint Lorrie Peek to the position of Mayor Pro-Tem, seconded by Councilman Trutzel. All present voted in favor. Councilwoman Davidson absent. Motion carried.

PERSONAL APPEARANCES

Mayor Davis presented a plaque to Jeff Fletcher recognizing his time on the City Council and as Mayor Pro-Tem.

Sean Regnier with Canine Chronicle Magazine recognized Sergeant John Baker for his help with their canine handling program.

Police Chief James Person recognized Officer Josh Adamson for receiving the “Heroes for Heartland” award at the Mothers’ Against Drunk Driving banquet on November 17, 2018. Officer Adamson had 27 DWI arrests over the past 12 months.

Chief Person recognized Officer Scott Maynard with the Meritorious Service Bar for helping a citizen escape a house fire on October 1, 2018.

ORDINANCES

Andrea Cunningham, City Clerk, read Bill No. 2018-74: An ordinance appointing Tom MacPherson to fill the unexpired term of Jeff Fletcher, Ward 1 City Councilman.

Presented by Councilman Trutzel, seconded by Councilwoman Peek. Vote on the first reading was recorded with all present voting in favor. Councilwoman Davidson absent. First reading passed. **Councilman Trutzel moved to hear the final reading.** Councilman Lathrop seconded. Vote to hear the final reading was recorded with all present voting in favor. Councilwoman Davidson absent. Motion passed. The final reading was read.

Presented by Councilman Trutzel, seconded by Councilwoman Peek. Vote on the final reading was recorded:

Ayes: 7 Councilman Savage, Councilwoman Peek, Mayor Davis, Councilmen Trutzel, Lathrop, VanWinkle, Finn

Noes: 0

Absent: 1 Councilwoman Davidson

Bill No. 2018-74 was declared passed and in full force and effect as **Ordinance No. 2018-4476**, subject to Mayoral veto.

Ms. Cunningham administered the oath of office to newly appointed Councilman Tom MacPherson. He took his seat at the dais.

Ms. Cunningham gave the final reading of Bill No. 2018-66: An ordinance authorizing and approving transfer of ownership of approximately 1.15 acres near 162nd Street and Harris Avenue, commonly known as the Georgia Place Subdivision Retention Tract, from the Cass County Trustee to the City of Belton, Missouri through a Trustee's Deed for land acquired for delinquent taxes and release of liens thereon.

Presented by Councilman Trutzel, seconded by Councilman MacPherson. Vote on the final reading was recorded:

Ayes: 8 Councilwoman Peek, Mayor Davis, Councilmen Trutzel, Lathrop, Finn, VanWinkle, MacPherson, Savage

Noes: 0

Absent: 1 Councilwoman Davidson

Bill No. 2018-66 was declared passed and in full force and effect as **Ordinance No. 2018-4471**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2018-67: An ordinance approving the 2019 Intergovernmental Agreement with the Mid-America Regional Council Solid Waste Management District for participation in the Regional Household Hazardous Waste Program.

Presented by Councilwoman Peek, seconded by Councilman VanWinkle. Vote on the final reading was recorded:

Ayes: 8 Councilmen Trutzel, VanWinkle, Councilwoman Peek, Councilmen MacPherson, Finn, Mayor Davis, Councilmen Savage, Lathrop

Noes: 0

Absent: 1 Councilwoman Davidson

Bill No. 2018-67 was declared passed and in full force and effect as **Ordinance No. 2018-4472**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2018-68, as amended: An ordinance approving a final plat of Southview Commerce Center South, a 39.75-acre* tract of land, in the City of Belton, Cass County, Missouri.

Presented by Councilman Trutzel, seconded by Councilwoman Peek. Vote on the final reading was recorded:

Ayes: 8 Councilmen Savage, Trutzel, Finn, MacPherson, Mayor Davis, Councilwoman Peek, Councilmen Lathrop, VanWinkle

Noes: 0

Absent: 1 Councilwoman Davidson

Bill No. 2018-68 was declared passed and in full force and effect as **Ordinance No. 2018-4473**, subject to Mayoral veto.

*There was a scrivener's error in the title that was read. The ordinance presented was correct.

Ms. Cunningham gave the final reading of Bill No. 2018-69: An ordinance of the City of Belton, Missouri, calling for and establishing the date of the General City Election for Municipal Officers to be held on April 2, 2019.

Presented by Councilman Trutzel, seconded by Councilman Finn. Vote on the final reading was recorded:

Ayes: 8 Councilwoman Peek, Mayor Davis, Councilmen Lathrop, MacPherson, Finn, Trutzel, VanWinkle, Savage

Noes: 0

Absent: 1 Councilwoman Davidson

Bill No. 2018-69 was declared passed and in full force and effect as **Ordinance No. 2018-4474**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2018-73: An ordinance approving the engagement of Troutt, Beeman and Company to audit the city financial records for Fiscal Year 2019.

Presented by Councilwoman Peek, seconded by Councilman Lathrop. Vote on the final reading was recorded:

Ayes: 8 Councilman Savage, Mayor Davis, Councilmen Lathrop, MacPherson, Finn, Councilwoman Peek, Councilmen Trutzel, VanWinkle

Noes: 0

Absent: 1 Councilwoman Davidson

Bill No. 2018-73 was declared passed and in full force and effect as **Ordinance No. 2018-4475**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2018-75: An ordinance amending Chapter 1 – General Provisions, Section 1-5, General Definitions of the Unified Development Code of the City of Belton, Missouri, and chapter 15 - Offenses, Article II, Offenses Against Health and Safety by adding new Division 5 –Lodging Establishment Tier Program to the Code of Ordinances of the City of Belton, Missouri, to encourage safe and healthy accommodations for guests.

Presented by Councilman Finn, seconded by Councilwoman Peek. Councilman Trutzel asked what kind of input was received from the stakeholders' meeting. Chief Person said Hampton Inn and Welcome Inn attended the meeting. This ordinance was modeled after Blue Springs and Branson. Vote on the first reading was recorded with all present voting in favor. Councilwoman Davidson absent. First reading passed. **Councilman Lathrop moved to hear the final reading.** Councilman VanWinkle seconded. Vote to hear the final reading was recorded with all present voting in favor. Councilwoman Davidson absent. Motion passed. The final reading was read. Presented by Councilman VanWinkle, seconded by Councilman Trutzel. Vote on the final reading was recorded:

Ayes: 8 Councilman Finn, Mayor Davis, Councilmen VanWinkle, MacPherson, Lathrop, Trutzel, Councilwoman Peek, Councilman Savage

Noes: 0

Absent: 1 Councilwoman Davidson

Bill No. 2018-75 was declared passed and in full force and effect as **Ordinance No. 2018-4477**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2018-76: An ordinance of the City of Belton, Missouri approving a cooperative agreement between the City of Belton, Missouri and the Mid-America Regional Council for funding operations of Operation Green Light traffic control system in the amount of \$8,400.

Presented by Councilwoman Peek, seconded by Councilman Trutzel. Vote on the first reading was recorded with all present voting in favor. Councilwoman Davidson absent. First reading passed. **Councilman Trutzel moved to hear the final reading.** Councilman Lathrop seconded. Vote to hear the final reading was recorded with all present voting in favor. Councilwoman Davidson absent. Motion passed. The final reading was read.

Presented by Councilman Lathrop, seconded by Councilman Trutzel. Vote on the final reading was recorded:

Ayes: 8 Councilmen Lathrop, Finn, VanWinkle, MacPherson, Mayor Davis, Councilman Trutzel, Councilwoman Peek, Councilman Savage

Noes: 0

Absent: 1 Councilwoman Davidson

Bill No. 2018-76 was declared passed and in full force and effect as **Ordinance No. 2018-4478**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2018-77: An Ordinance amending Article IV. – Solid waste, recyclable materials, and yard waste, Section 11-153. - Service charge/billing, of the Code of Ordinances of City of Belton, Missouri.

Presented by Councilwoman Peek, seconded by Councilman Trutzel. Councilman Lathrop said the contract states Jim's Disposal has the right to increase the fee. Alexa Barton, City Manager, said he's required to follow the set refuse rate index formula. This increase is effective January 1, 2019. Vote on the first reading was recorded with all present voting in favor. Councilwoman Davidson absent. First reading passed. **Councilman Trutzel moved to hear the final reading.** Councilwoman Peek seconded. Vote to hear the final reading was recorded with all present voting in favor. Councilwoman Davidson absent. Motion passed. The final reading was read. Presented by Councilwoman Peek, seconded by Councilman Trutzel. Vote on the final reading was recorded:

Ayes: 8 Councilmen Savage, Finn, VanWinkle, MacPherson, Councilwoman Peek, Councilmen Trutzel, Lathrop, Mayor Davis

Noes: 0

Absent: 1 Councilwoman Davidson

Bill No. 2018-77 was declared passed and in full force and effect as **Ordinance No. 2018-4479**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2018-78: An ordinance authorizing and directing the mayor to execute the Eighth Amendment to the Tax Increment Financing Redevelopment Contract between the City of Belton, Missouri and Group Belton, LLC for implementation of the Y Highway Marketplace Tax Increment Financing Redevelopment Plan, as amended.

Presented by Councilman Lathrop, seconded by Councilman VanWinkle. Vote on the first reading was recorded with all present voting in favor. Councilwoman Davidson absent. First reading passed. **Councilman Trutzel moved to hear the final reading.** Councilman Lathrop seconded. Vote to hear the final reading was recorded with all present voting in favor. Councilwoman Davidson absent. Motion passed. The final reading was read.

Presented by Councilman VanWinkle, seconded by Councilman Lathrop. Mayor Davis said this is the 8th amendment. He asked Curt Peterson with Polsinelli and Kylie Stock with Cosentinos if they're any closer to leasing the spaces. Kylie said they have changed their leasing company and they have reworked their rates. Vote on the final reading was recorded:

Ayes: 8 Councilmen Savage, VanWinkle, Mayor Davis, Councilman MacPherson, Councilwoman Peek, Councilmen Finn, Lathrop, Trutzel

Noes: 0

Absent: 1 Councilwoman Davidson

Bill No. 2018-78 was declared passed and in full force and effect as **Ordinance No. 2018-4480**, subject to Mayoral veto.

CITY COUNCIL LIAISON REPORTS

- Tree Board is rewriting their vision and mission statement and looking at their bylaws and long range plans
- Code Enforcement Advisory Committee is reviewing a draft of the rental inspection program
- Mayor's Christmas Tree Lighting is December 3 at Memorial Station
- Kids Night Out is December 8 at High Blue Wellness
- Daddy-Daughter dance is in February

MAYOR'S COMMUNICATIONS

- The Main Street Tree Lighting was last week – it was cold, but a good turnout. There was a wassail walk.
- We will be having the Mayor's Christmas Tree Lighting next Monday rain or shine.
- The Main Street Theater has a Christmas play running November 30-December 13.

CITY MANAGER'S REPORT

- We are accepting applications for the Public Safety Oversight Committee. Applications are due by December 17, 2018, at 5:00 p.m.
- The Fire Department Christmas dinner is December 5 – City Council is invited.

December 2018 & January 2019 meetings

12/04 work session & special meeting – 6:00 p.m.

12/11 regular session – 7:00 p.m.

12/18 – added special meeting – 7:00 p.m.

12/25 no meeting due to holiday

01/01 no meeting due to holiday

01/08 regular session – 7:00 p.m.

01/22 regular session – 7:00 p.m.

At 8:08 p.m. Councilman Lathrop moved to enter Executive Session to discuss pertaining to preparation, including any discussion or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups according to Missouri Statute 610.021.9 and that the record be closed. Councilman VanWinkle seconded. The following vote was recorded:

Ayes: 8 Councilwoman Peek, Councilman Savage, Mayor Davis, Councilmen MacPherson, VanWinkle, Finn, Lathrop, Trutzel

Noes: 0

Absent: 1 Councilwoman Davidson

The Council returned from Executive Session at 8:40 p.m.

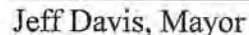
Being no further business, Councilman VanWinkle moved to adjourn at 8:42 p.m.

Councilwoman Peek seconded. All present voting in favor. Councilwoman Davidson absent.

Meeting adjourned.



Andrea Cunningham, City Clerk



Jeff Davis, Mayor

**Minutes of the Belton City Council
Special Meeting
December 4, 2018
City Hall Annex
520 Main Street, Belton, Missouri**

Mayor Davis called the special meeting to order at 6:00 p.m.

Councilman MacPherson led the Pledge of Allegiance to the Flag.

Councilmembers present: Councilwomen Stephanie Davidson, Lorrie Peek, Mayor Jeff Davis, Councilmen Tim Savage, Ryan Finn, Tom MacPherson, Gary Lathrop, Chet Trutzel, Dean VanWinkle

Staff present: Alexa Barton, City Manager; Padraic Corcoran, Attorney; and Andrea Cunningham, City Clerk.

Councilman Lathrop moved to enter Executive Session to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2; to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; and to discuss matters pertaining to preparation, including any discussion or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups according to Missouri Statute 610.021.9 and that the record be closed. Seconded by Councilman VanWinkle. The following vote was recorded:

Ayes: 9 – Councilmen MacPherson, Savage, Mayor Davis, Councilwomen Peek, Davidson, Councilmen Trutzel, Lathrop, Finn, and VanWinkle

Nos: 0

Absent: 0

Mayor Davis said last night's Mayor's Christmas Tree Lighting was well attended, despite the cold temperatures. There were 60 corporate and personal sponsors – monetary and raffle gifts. We will be collecting food and gifts for Operation Santa through tomorrow at city hall and the fire and police stations.

Police Chief James Person said last night was the last session for the citizen's police academy. All the Councilmen should have received an invitation to the graduation ceremony next Monday.

The Council returned from Executive Session at 9:07 p.m. to call a work session to order.

Being no further business, Councilman Lathrop moved to adjourn the meeting at 10:05 p.m. Councilman Trutzel seconded. All voted in favor. Meeting adjourned.



Andrea Cunningham, City Clerk

Jeff Davis, Mayor

SECTION VII
B



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: December 11, 2018
ASSIGNED STAFF: James R. Person
DEPARTMENT: Police

Approvals

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

<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input checked="" 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: To approve maintenance/upgrade agreements for station video cameras and access controls from Kenton Brothers

PROPOSED CITY COUNCIL MOTION: To approve maintenance/upgrade agreements for our Milestone (station video cameras) and S2 (access control) systems with Kenton Brothers in the amount of \$5,482.23.

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

The agreement includes one year maintenance/upgrade agreements for both our Milestone (station video cameras) and S2 (access control) systems. Kenton Brothers are the original installers for both systems. The price for Milestone is \$2,509.13 and for the S2 is \$2,973.10 for a total of \$5,482.23 which was included in the current years approved budget.

IMPACT /ANALYSIS:

These agreements allow Kenton Brothers to update our systems to the latest versions of the product and call on the manufactures expertise when needed.

FINANCIAL IMPACT

Contractor:	Kenton Brothers
Amount of Request/Contract:	\$5,482.23
Amount Budgeted:	\$12,000.00
Funding Source:	010-3800-400-2015
Additional Funds	
Funding Source	
Encumbered:	\$
Funds Remaining:	\$

TIMELINE	Start:	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

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



**Belton Police
Department**

Memo

To: Chief Person
From: Lt. Norman Shriver
Date: 11/29/18
Re: Kenton Brothers Agreements

Attached is a quote from Kenton Brothers for 1 year maintenance / upgrade agreements for both our Milestone (station video cameras) and S2 (access control) systems. Kenton Brothers are the original installers for both systems. These agreements allow Kenton Brothers to update our systems to the latest versions of the product and call on the manufactures expertise when needed. The price for Milestone is \$2509.13 and for S2 is \$2973.10. The total of both of these are \$5482.23 which included in the current years approved budget.

Also attached is Kenton Brothers standard terms and conditions for the City of Belton that have not change since original agreed upon by the two entities.

I would request this be placed on the next regularly scheduled council agenda for their approval.

Respectfully Submitted

A handwritten signature in black ink, appearing to read "Lt. Norman Shriver".

Lt. Norman Shriver



Proposal: 11419-1-0

IP security software upgrades 1 ear

Proposal Issued
9.5.2018

Proposal Valid To
10.17.2018

Prepared for:

Norman Shriver

Belton Police Department
7001 E 163rd St
Belton, MO 64012

P
E nshriver@beltonpd.org
W (816) 348-4416

CLIENT INFORMATION

Name: Belton Police Department

Site:
7001 E 163rd St
Belton, MO 64012

Billing:
7001 E 163rd St
Belton, MO 64012

Contact:
Norman Shriver
(816) 348-4416
nshriver@beltonpd.org

PROJECT DESCRIPTION

Project Objectives

To ensure a successful implementation and completion of this project, the following objective(s) will be completed by Kenton Brothers Inc.

- Provide Milestone video software upgrade -1 year
- provide S2 software upgrades-1 year

The services and hardware proposed in this document are developed based on the information provided by Belton PD. The configuration and technical details set forth in this document are intended to provide Belton PD with a solution designed to meet the current and future needs of the company.

Current coverage expires 9/18/18

Project Scope of Work

Video System Description

Provide Belton Police with one year of Care Plus for the Milestone system. Upgrade system to latest version.

Provide Belton Police with one year of SUSP for the S2 system. Upgrade system to latest version.

Video Server

- Upgrade Video Server software to latest version.
- Verify Motion recording settings, adjust motion detection as needed
- Verify storage settings and adjust as needed

Workstations/Video Clients

- Update up to 5 workstations. Train customer on updating if more than 5 workstation need updating.

Warranty

- Materials are warranted according to the manufacturer's warranty (minimum 1 year)
- Labor and workmanship is warranted for 90 days.

Software Upgrade Plans (SUP)

- SUPs are included for 1 year. Continued software support is recommended to keep system updated with new features and security patches.

Customer Requirements



The customer will provide items below to allow for a successful project implementation.

- Grant KB consultants and engineers reasonable access to facilities, IT systems, and administrative access rights needed to complete this project.
- Provide adequate workspace for KB personnel.
- Make available all participating customer personnel so as to facilitate timely completion of this project and the knowledge transfer process.
- Execute the timely review and approval of deliverables and project completion documentation in support of the overall project plan and objectives.
- Any security clearances required by customer will be supplied the by customer in a timely manner.
- Any safety or other training required by customer, not otherwise included in scope, will be an additional charge. Customer must notify KB of any specific training time requirements.
- Provide all usernames and password to complete scope.
- Provide internet security for server / NVR.
- Provide network routing and connectivity for cameras, workstations, servers, mobile applications.
- Provide lift(s) as required by project.
 - o Customer supplied lift must be available for continuous use during install.
- Kenton Brothers definition of PPE (Personal Protective Equipment) is: hard hat, safety glasses, steel toed boots, ear plugs, lift harness, high visibility vest. Any additional requirements must be communicated prior to quote acceptance.
- Verify that the job site is ready for KB to perform the installation before scheduling the installation.
- Any time that work cannot reasonably be performed must be disclosed before project acceptance. This included periods of time that KB technicians cannot make noise and/or access needed equipment, doors or wire paths.

KB will charge the customer additional fees for any down time occurred during the installation if customer requirements are not met.

Project Assumptions

- Any and all training provided as a part of the project scope is designed to give clients an initial exposure to the systems involved. It is not designed to be a replacement for the comprehensive material offered by the manufacturer's education services.
- All outdoor lighting is operating as designed.
- All work will be performed with a 6'-8' ladder.
- Lift can be driven on grounds as needed, no landscaping repair is included.
- All work will be performed during normal business hours unless otherwise noted in the scope of work.

Project Exceptions

- No roof penetrations will be provided, unless otherwise specified in scope.
- 120VAC power will not be provided unless otherwise specified in scope.
- Power suppression (lighting protection) is not included unless otherwise specified in scope.
- Permits and permit fees are not included unless otherwise specified in scope.
- Conduit / raceway is not included unless otherwise specified in scope.



PROJECT BUDGET

Milestone SUSP \$2,509.13

QTY Description

55 One year Care Plus for XProtect Professional Devic

Equipment Subtotal:	\$1,485.00
Labor Subtotal:	\$1,000.00
Misc. Items SubTotal:	\$24.13
Milestone SUSP Subtotal:	\$2,509.13

S2 SUSP \$2,973.10

QTY Description

1 One Year Software Upgrade and Support Plan (64 Por

Equipment Subtotal:	\$2,559.70
Labor Subtotal:	\$375.00
Misc. Items SubTotal:	\$38.40
S2 SUSP Subtotal:	\$2,973.10

Financial Summary

Total Proposal Amount: \$5,482.23

Note: The above price does not include sales tax.

PROJECT INVESTMENT SUMMARY

System Investment

Kenton Brothers will provide the proposed system as described in this proposal for the sum of: **\$5,482.23**.

The price above includes: material, equipment and labor as described within this proposal. Taxes are not included and will be charged additionally.

Payment Terms:

Payment shall be Net 30 of invoice date.



PROJECT EXCLUSIONS, CLARIFICATIONS & ASSUMPTIONS

	Include / Exclude			Include / Exclude	
AutoCad Plans & Drawing files	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Stub Ups & Back Boxes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Submittals	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Prevailing Wage	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Permits	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conduit	<input type="checkbox"/>	<input checked="" type="checkbox"/>
System Training	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Coring	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Network Cabling & Infrastructure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fire Stopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Telephone Line	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Patch & Touch-up Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>
120vac Power	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Door/Frame Preparation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Locking Hardware	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Installation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Remote Support	<input type="checkbox"/>	<input checked="" type="checkbox"/>
On Site Support	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lift Rental	<input type="checkbox"/>	<input checked="" type="checkbox"/>
			Bonding	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Clarifications & Assumptions

Kenton Brothers labor is provided during normal business hours Monday through Friday from 8:00 AM - 4:30 PM.

Overtime is not included and will be charged additionally.

Kenton Brothers will broom sweep floors and dispose of Kenton Brothers created trash daily within job site provided containers.

Taxes are excluded unless specifically shown as included at pricing summary lines.

Deliveries will be made during normal business hours. Overtime delivery is not included.

Final testing and system delivery is included as per the project schedule only.



PROJECT ACCEPTANCE

Proposal Acceptance:

I have read the *General Terms and Conditions* of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the *Schedule of Equipment* as listed.

I hereby certify that I am authorized by my company to sign this agreement. Kenton Brothers is hereby authorized to perform the work as specified.

AGREEMENT

This Master Agreement as incorporated and reflected in the attached "Standard Terms and Conditions" (this "**Agreement**") is made and entered into effective as of September 05, 2018 (the "**Effective Date**") by and between **Kenton Brothers Locksmiths, Inc.**, a Missouri corporation ("**KB**") and the above-identified customer ("**Customer**"). By signing this Agreement, KB agrees to provide the security equipment, software and/or services identified in the schedule(s) from time to time executed by the parties and attached hereto and/or incorporating this Agreement (each a "**Schedule**" and collectively the "**Schedules**") and Customer agrees to acquire the same, upon the terms and conditions of this Agreement and the Schedules.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Accepted By: **Kenton Brothers**
Name: **Gina Stuelke**

Signature: _____

Title: _____

Date: _____

Accepted By: **Belton Police Department**
Name: **Norman Shriver**

Signature: _____

Title: _____

Date: _____



STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

- (a) "CCTV" means closed circuit television.
- (b) "Customer Location(s)" means the location(s) of Customer identified in the Schedule.
- (c) "Effective Date" means the effective date of this Agreement established on page 1 hereof.
- (d) "Equipment" means locking hardware, keying system hardware, cameras, alarms, doors, monitors, and other materials and tangible items
- (e) "Fees" means the KB's costs, expenses and any other charges for the Equipment, Software, Services or other items pursuant to this Agreement and/or in the applicable Schedule.
- (f) "Installation Services" means the process by which KB installs Equipment and/or Software for Customer pursuant to a Schedule.
- (g) "Leased Equipment" means Equipment that KB leases, or agrees to lease, to Customer pursuant to the terms of a Schedule.
- (h) "Licensed Software" means the machine readable forms of computer software programs and interfaces developed by KB that KB licenses, or agrees to license, to Customer pursuant to a Schedule, and all items of associated documentation, together with new releases, updates, corrections and patches to same.
- (i) "Purchased Equipment" means Equipment that KB sells, or agrees to sell, to Customer pursuant to the terms of a Schedule.
- (j) "Remote Video Equipment" means Equipment KB sells or leases, or agrees to sell or lease, to Customer pursuant to the terms of a Schedule for establishing, maintaining and/or operating a system of CCTV components at Customer Location(s) which Customer's authorized personnel can view from any computer or smart phone connected to high speed Internet.
- (k) "Remote Video Server Access" means access via the Internet to KB's remote video server which finds the IP address associated with Customer's CCTV components in order to enable Customer to view the CCTV cameras on any computer connected to high speed internet connection or any smart phone with Internet access capabilities.
- (l) "Schedule" means any purchase schedules or other order forms executed by the parties and incorporating this Agreement pursuant to which Customer may order Equipment, Software or Services from KB, together with all exhibits and schedules thereto. Schedules become effective upon execution by both parties.
- (m) "Services" means the services (including related documentation, content and materials provided in conjunction therewith) that KB provides or agrees to provide to Customer pursuant to the terms of this Agreement and a Schedule, including any changes, modifications, improvements and enhancements KB provides pursuant to a Schedule and this Agreement.
- (n) "Software" means the Licensed Software and Sublicensed Software.
- (o) "Sublicensed Software" means all third-party manufacturer firmware (embedded software accompanying Equipment) and all third-party software and interfaces that KB sublicenses, or agrees

to sublicense, to Customer pursuant to a Schedule, together with new releases, updates, corrections and patches to same developed by third party.

(p) "Maintenance and Support Services" means the Services described in Section 5 that KB provides, or agrees to provide, to Customer pursuant to a Schedule.

(q) "Maintenance and Support Services Schedule" means a Schedule in which Customer elects to purchase Maintenance and Support Services.

(r) "Work Product" means any designs, custom software programs, documentation, techniques, methodologies, inventions, analysis frameworks, procedures developed or introduced by KB in the course of or as a result of KB performing any Services, whether acting alone or in conjunction with Customer or its employees or others.

2. STANDARD TERMS AND CONDITIONS

The terms and conditions of this Agreement govern each Schedule. If there is any express conflict between the terms of this Agreement and the terms of a Schedule, the terms of the Schedule shall govern and control to the extent of such conflict. If the terms of this Agreement refer to or contain provisions governing types of Equipment, Software or Services that are not included in the Schedule, then said references to non-covered items herein shall be deemed omitted for purposes of such Schedule.

3. SERVICES

(a) Services. During the term of this Agreement, KB will provide the Services set forth on the applicable Schedule. Unless otherwise expressly provided in a Schedule, the Services (including, without limitation, Maintenance and Support Services described in Section 5) shall not include: (i) electrical work external to the Equipment or repair of damage or replacement of parts resulting from failure of electrical power or air conditioning; (ii) repair or replacement of damaged Equipment or Software (or parts thereof) resulting from catastrophe, accident, acts of God, neglect, misuse of equipment, or unauthorized modifications, repairs or reinstallation of any equipment by the Customer; (iii) any system or operational malfunction or failure not attributable to the Equipment or Software; (iv) relocation or reinstallation of Equipment or Software; or (v) assisting the Customer in obtaining any licenses or permits required by federal, state, or local entities.

(b) Changes in Scope of Work. Customer may from time to time desire to make changes in the scope of work set forth in the applicable Schedule. Variations to the scope of work, to the Equipment, Software or Services or to any specifications regarding the Equipment, Software or Services may require additional Fees or result in reduced Fees and/or may alter the time schedule for performance. Subject to the below terms, such changes must be in writing and accepted by both parties to be effective. If any such change causes an increase or decrease in the estimated Fees or causes a time schedule change from that originally agreed upon, KB will provide written notice to Customer of the change in Fees or scheduling. If such changes are acceptable to both parties, they shall execute a new or revised Schedule, change order or other written document acceptable to both parties, reflecting the changes.

(c) Additional Services. At Customer's request, upon mutual agreement, KB may provide services not included in Services or are furnished beyond the term of the Schedule. In such event, KB shall charge Customer for such additional services at the KB published rates in effect at the time the labor and parts are furnished. Labor charges shall include travel time to and from installation site and shall be computed to the nearest one-half (1/2) hour with a minimum charge per call based upon a two (2) hour period. If travel expenses are required they shall be billable at KB's costs, or, if commercial transportation is used, at the actual cost of such commercial transportation. Other travel costs, such as per diem, lodging, parking and tolls shall be invoiced to Customer as incurred.

(d) Design Services. If the Services identified in the Schedule include design services, all drawings, specifications and other documents and electronic data that KB furnishes to Customer are deemed Work Product of KB and KB shall retain ownership and property interests therein, including copyrights thereto. Upon Customer's payment in full for all Equipment, Software and Services required in the Schedule, KB grants to Customer a limited, non-exclusive, perpetual license to use the Work Product in connection with the Customer Location(s) identified in the Schedule, conditioned on Customer's express understanding that its use of the Work Product is at Customer's sole risk and without liability or legal exposure to KB or anyone working by or through KB

(e) Installation Services. If and to the extent Customer purchases Installation Services pursuant to a Schedule, Customer authorizes KB to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary for the installation as determined by KB in its discretion. KB shall not be liable for any damage or loss sustained by any such alteration or by any delay in installation, equipment failure or interruption of service due to any reason or cause, including, without limitation, KB negligence.

4. EQUIPMENT AND SOFTWARE

(a) Equipment Purchase. Customer agrees to purchase from KB the Equipment described as Purchased Equipment on a Schedule.

(b) Equipment Lease. Customer agrees to lease from KB the Equipment described as Leased Equipment on a Schedule.

(c) Licensed Software. Subject to the terms and conditions of this Agreement (including the applicable Schedule), KB grants to Customer a non-exclusive, limited, non-transferable license to use, and permit end-users to use, the Software described as Licensed Software on a Schedule solely during the license term set forth in the Schedule and solely at the Customer Location(s) for its internal purposes.

(d) Sublicensed Software. KB grants to Customer a non-exclusive, limited sublicense to use the Software embedded in the Equipment described on a Schedule or described as Sublicensed Software on a Schedule, subject to the limitations, restrictions and other terms imposed by the third-party supplier as further described in Section 4.(f).

(e) Shipping. By signing a Schedule, Customer authorizes KB to arrange (and invoice Customer for) shipping and in-transit insurance for the Equipment. The Equipment is priced F.O.B. manufacturer's plant.

(f) Risk of Loss. Risk of loss transfers to Customer upon delivery of possession to the shipment carrier. Claims alleging error or shortage will not be considered unless made in writing, within the time limits specified by the carrier. The goods shown

on the invoice, packing list and bill of lading shall govern all cases unless such notice is timely given to the carrier with copy to KB.

(g) Disclaimer of Warranties; Third-Party Terms. Except as expressly provided in Section 12, KB makes no warranties, express or implied, to Customer regarding any Equipment or Software. If and to the extent KB's third-party suppliers or third-party manufacturers extend warranties on any of the Equipment or Software, KB passes through such warranties to Customer. Sublicensed Software may be subject to pass-through terms from the third-party suppliers. Customer shall comply with all terms and restrictions of third-party suppliers. Customer acknowledges that additional Fees may be charged for new releases and updates.

5. MAINTENANCE AND SUPPORT SERVICES

(a) Covered Maintenance and Services. If and to the extent Customer purchases Maintenance and Support Services pursuant to a Schedule, KB, through KB's staff and/or third-party contractors, will provide Maintenance and Support Services for the Equipment and/ Software identified on the applicable Schedule. Maintenance and Support Services included in KB's annual maintenance Fee are: (i) an annual service call to inspect and confirm the operation of the Equipment and Software, the timing of which annual check shall be determined at KB's discretion and may be performed during any service call scheduled for other purposes; (ii) remote diagnosis during Regular Business Hours to identify the source of any reported problem with the covered Equipment and /or Software and remote repair of the covered Equipment and Software during Regular Business Hours; (iii) if and to the extent KB, in its sole discretion, determines that any on-site diagnosis or repair is necessary to address a reported problem with covered Equipment and/or Software, on-site service call(s) during KB's Regular Business Hours; and (iv) parts needed to repair covered Equipment if and to the extent they are available for reasonable cost.

(b) Exclusions. Unless otherwise expressly provided in a Schedule, the Maintenance and Support Services shall not include: (i) after-hours labor or service calls as further described in Section 5(d); (ii) any items or work described in Section 3(a)(i) through (v); (iii) the cost of replacing any Equipment when it is not capable of repair or not feasible to repair (e.g. when the parts needed to repair are not available at a reasonable cost); or (iv) the cost of purchasing any Software updates, new releases or replacements needed to repair or resolve issue.

(c) Regular Business Hours. KB's Regular Business Hours are between the hours of 8:00 a.m. and 4:30 p.m. CST, Monday through Friday, excluding KB-recognized holidays.

(d) After-Hours Support and Fees. Telephone support is available outside Regular Business Hours through an answering service at (816) 842-3700. The Fees for remote or on-site assistance outside of KB's Regular Business Hours are not included in KB's annual maintenance fee and are Additional Services subject to additional Fees pursuant to Section 3(c).

(e) Requests for Service Call. Customer requests for support or service calls can be reported to: support@KentonBrothers.com. Customer requests for support outside of Regular Business Hours are available through an answering service at (816) 842-3700.

(f) Non-KB Furnished Equipment. Any Equipment not purchased by Customer from KB or not otherwise provided by KB that is to be covered by a Maintenance and Support Services

Schedule shall be subject to inspection by KB to determine if it is in good operating condition. Any repairs or adjustments deemed necessary by KB to bring such Equipment up to good operating condition shall be made at Customer's expense with advance notice to Customer of the extent of the necessary repairs and estimated cost of repair (if repairs are to be made by KB). If Customer does not make such necessary repairs, then KB shall have no obligation to provide the Services related to such Equipment.

(g) Manufacturer's Warranty. Equipment and Software under manufacturer's warranty will be returned for repair or replacement in accordance to that third-party suppliers' returned material authorization policy.

(h) Required KB Approvals. Customer shall not perform any material repairs to the Equipment or Software without KB's prior approval and Customer shall not relocate, reinstall or modify any of the Equipment without KB's prior written approval. Nothing in the foregoing relieves Customer of responsibility for routine maintenance and the other obligations imposed in Section 8.(b).

(i) Term. The initial term of the Maintenance and Support Services shall commence on the date set forth in the applicable Maintenance and Support Services Schedule and shall continue for the period of months set forth in that Schedule. Thereafter, unless the Maintenance and Support Services Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Maintenance and Support Services shall automatically renew for the additional, consecutive periods specified in the Schedule.

(j) Fees. The annual Fee for Maintenance and Support Services during the initial term, for the Equipment specified in applicable Schedule, shall be the amount set forth in the Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d). If Customer, with KB's approval, makes any additions, modifications or deletions to the Equipment listed in the Schedule, KB shall adjust the annual maintenance charge to reflect such changes. Any additional charges under Section 5.(d) shall be at KB's published rates in effect at the time that KB furnishes the additional services.

(k) Payment. Unless otherwise stated in the applicable Schedule, the annual Fee for Maintenance and Support Services shall be paid in equal monthly installments with each payment due in advance. KB shall invoice Customer for such amounts and payment shall be due monthly within fifteen (30) days of the invoice date. All other charges shall be invoiced following the work performed and due upon receipt.

6. REMOTE VIDEO EQUIPMENT AND/OR ACCESS SERVICE

(a) 90-Day Equipment Warranty. If Customer purchases as new any Remote Video Equipment pursuant to a Schedule, KB warrants, for a period of ninety (90) days from the date of installation by KB or from the date of sale if system is self-installed by Customer, that the Remote Video Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Remote Video Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. The conditions, limitation and other terms of this ninety (90)-day warranty are set forth in Section 12. Consistent with Section 12, KB disclaims all warranties, other than the warranty in this Section 6.(a).

(b) Remote Video Server Access. If and to the extent Customer purchases Remote Video Server Access pursuant to a Schedule, during the term of the Remote Video Access Service set forth in the Schedule, KB will provide Customer with access via the Internet to KB's remote video server which finds the IP address that Customer's closed circuit television ("CCTV") is using in order to enable Customer to view the CCTV cameras on any computer connected to high speed internet connection or any smart phone with Internet access capabilities. KB is responsible only for allowing access to its remote video server and will assign a unique passcode to Customer to enable such access. Customer is solely responsible for supplying all 110 Volt AC power, electrical outlets and receptacles, electric service, high speed Internet connection, high speed broadband cable or DSL and IP address at Customer's premises where the CCTV system is installed. KB has no responsibility or liability for the same. For purposes of clarity, KB is not responsible for Customer's access to the Internet or for any interruption of service or down time of KB's remote video server. Customer also is solely responsible for installing, assigning and maintaining the security of all passcodes Customer assigns to the end users Customer authorizes to view the CCTV cameras.

(c) Term of Access. The initial term of the Remote Video Server Access shall commence on the date set forth in the applicable Schedule and shall continue for the period of months set forth in that Schedule. Thereafter, unless the Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Remote Video Server Access shall automatically renew for the additional, consecutive periods specified in the Schedule.

(d) Fees. The annual Fee for Remote Video Server Access during the initial term shall be the amount set forth in the applicable Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d).

(e) Payment. Unless otherwise stated in the applicable Schedule, the annual Access Fee shall be paid in equal monthly installments with each payment due in advance through credit card/bank authorization pursuant to Section 7.(b). In the event Customer fails to timely pay the monthly access charge KB shall be permitted to terminate Customer's access to KB's remote video server without notice.

7. FEES AND PAYMENT

(a) Fees. Customer shall pay KB the Fees in the amount, at the times and in the manner set forth in this Agreement or the applicable Schedule. KB may, in its sole discretion, require a down payment or payment in full prior to shipment of the Equipment/Software or performance of the Services. Unless otherwise stated in the applicable Schedule, the contract price (less any down payment previously paid) for Equipment, Software and Installation Services per the Schedule shall be paid within thirty (30) days after the date of invoice. The address for payment is 1718 Baltimore Ave. Kansas City MO 64108 or such other address KB designates in writing. The stated Fees do not include any applicable taxes or duties, including without limitation, state and local use, sales and property taxes and duties. Customer is responsible for all taxes and duties incurred as a result of its subscription and use of or access to the Equipment, Software or Services (except for any taxes levied upon KB's income).

(b) Credit/Bank Card Authorizations. Customer acknowledges that KB's obligation to provide certain Services is conditioned

upon Customer providing and maintaining a valid credit card or bank debit authorization with KB that permits KB to receive payment by automatically charging to Customer's credit card or automatically debiting to Customer's bank account all Fees payable under the applicable Schedule. Unless otherwise provided in a Schedule, such credit card or debit authorization method of payment applies to Fees for Remote Video Server Access and third-party monitoring. In the event of non-payment through this method for any reason, such non-payment shall constitute a breach by Customer. KB shall not be required to send invoices or bills for these Services.

(c) Remedies for Non-Payment. If Customer does not timely comply with KB's payment terms or shows evidence of changed financial condition, KB may declare Customer in breach, suspend further access to the Services and/or terminate this Agreement at KB's sole option and pursue any or all of the following additional remedies: (i) collect interest at the lower of the rate of 1.533% per month or the maximum interest rate allowed under applicable law on all invoices older than thirty (30) days; (ii) require additional security or changes in the payment terms conditions; (iii) accelerate payment and declare the entire remaining Fees immediately due and payable to KB including, without limitation, the balance of any Fee(s) for Maintenance and Support Services payable under the Maintenance and Support Services Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable Schedule during the then current term and/or (iv) any other remedies available at law or in equity.

(d) Reimbursement of Expenses. Unless otherwise noted in a Schedule, Customer shall reimburse KB for any reasonable out-of-pocket expenses actually incurred by KB relating to KB's performance of its obligations under this Agreement.

(e) Changes to Fees upon Renewal Term. Fees for renewal terms may be changed by KB upon ninety (90) days' advance written notice.

8. CUSTOMER OBLIGATIONS

(a) Space; Facilities; Access. Customer, at its own expense shall provide KB with (i) ready access to the Equipment and Software at all reasonable times as necessary to perform the Services together with Customer's server(s) and other information technology systems to the extent necessary to perform the Services; (ii) adequate work and storage space and utilities; (iii) all electrical current, electrical current outlets, circuits and wiring required by the Equipment (and Customer is responsible for any ground loop or surge issues); (iv) a clean operating environment at the installation site which does not exceed the rated temperature, humidity and operation specifications of the Equipment; and (v) access to the Customer's network via the Internet to allow remote IT system support of relevant Equipment and Software at all times, including adequate bandwidth.

(b) Customer's Information Technology Systems. Although KB may need access to Customer's servers and other information technology systems to perform the Services, Customer is solely responsible for maintaining and operating the IT system and assuring that the integration of security components hereunder do not alter the proper functioning of Customer's network and systems.

(c) Maintenance; Unauthorized Relocation or Repair. Customer shall perform routine maintenance on the Equipment, such as keeping the Equipment clean, secure, and in a proper

environment, upgrading software, and any non-material equipment repair.

(d) Extraordinary Service Costs. If any specialized equipment is required to provide the Services to Customer (including, without limitation, special scaffolding or man-lift equipment), then Customer shall either provide such specialized equipment or reimburse KB for the cost of the rental or purchase of such specialized equipment. Such duty applies to all Services requiring specialized equipment, including, without limitation, Services included in Maintenance and Support Services.

9. THIRD PARTY CENTRAL OFFICE MONITORING

Customer acknowledges that no central office monitoring services are provided by KB to Customer pursuant to this Agreement. If requested by Customer and set forth in a Schedule, KB will contract directly with a third party monitoring company to provide central office monitoring services for Customer, and the Fee for such third-party monitoring will be set forth on the applicable Schedule. This third party arrangement is offered by KB solely as a convenience to Customer and Customer acknowledges that KB is not responsible for providing any monitoring services. Customer agrees that KB shall not be liable under any circumstances for any events arising out of or in any way related to the third party monitoring services, and KB expressly disclaims all liability associated with such central office monitoring services.

10. TERM; TERMINATION

(a) Term. This Agreement will commence on the Effective Date and remain in effect so long as the term of any Schedule remains in effect.

(b) Termination of a Schedule. Either party may terminate any Schedule(s) upon thirty (30) days prior written notice to the other party, in the event that the other party: (i) materially breaches any material provision of this Agreement or the Schedule and fails to cure such material breach within such thirty (30)-day notice and cure period, or (ii) is the subject of a voluntary or involuntary bankruptcy, reorganization or liquidation proceeding, is insolvent, makes a general assignment for the benefit of creditors or admits in writing its inability to pay debts when due. Additionally, KB may immediately suspend or terminate this Agreement upon written notice to Customer pursuant to Section 7(c). Further, this Agreement shall automatically terminate in the event that loss or irreparable damage or destruction occurs which renders the Equipment permanently unfit for use.

(c) Effect of Termination. Upon the expiration or other termination of a Schedule for any reason, each party's rights and obligations under the Schedule shall automatically terminate except those rights and obligations that accrued prior to the effective termination date of the Schedule and those rights and obligations that by their nature or express terms continue after the effective termination date of the Schedule. If any Schedule is terminated for any reason, other than termination by Customer pursuant to Section 10.(b) due to KB's breach, KB shall be entitled to retain all prepaid Fees, to accelerate payment and declare the entire remaining Fees immediately due and payable to KB (including, without limitation, the balance of any Fee(s) for Maintenance and Support Services payable under the Maintenance and Support Services Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable Schedule during the then current term) and pursue any and all additional remedies available at law or in equity. Upon termination of the Agreement, if any of the

Equipment is owned by KB, then Customer will reimburse KB for the cost of the removal charges of such Equipment.

11. RELATIONSHIP OF PARTIES

The relationship of KB and Customer established by this Agreement shall be solely that of independent contractors, and nothing herein shall create or imply any other relationship. Nothing in this Agreement shall be construed to give either party the power to direct or control the daily activities of the other party. KB shall have the right to determine the method, details, and means of providing and performing the Services. KB shall have the sole right to designate the appropriate personnel, subcontractors or service partners necessary to provide the Services to be performed under a Schedule. KB reserves the right to substitute personnel, subcontractors and service partners for any reason and in its own discretion. Customer agrees that KB shall not be liable for any loss or damage sustained by Customer caused by the negligence of any third parties, including subcontractors and service partners selected by KB to perform the Services.

12. LIMITED WARRANTIES; DISCLAIMER OF ALL OTHER WARRANTIES

(a) Limited Warranties. KB warrants the workmanship of all Services it performs under this Agreement for a period of ninety (90) days from the date the Services are performed. With respect to Remote Video Equipment sold new to Customer, KB makes the warranty set forth in Section 6(a). With respect to all other Equipment sold new to Customer, KB warrants, for a period of one (1) year from the earliest of date of shipment, that the Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. KB shall be the sole judge in determining whether the Services, Equipment or Software are/were defective. KB's sole obligation and Customer's exclusive remedies with respect to Services or Equipment KB determines to be defective during the warranty period shall be KB's obligation to re-perform the defective Services or to repair or replace the defective item (which selected option shall be determined by KB in its sole discretion). KB reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. All remedies are expressly conditioned upon: (i) Customer advising KB of any defect, error or omission within ten (10) days after KB's performance of the Services in the case of defective Services, and within ten (10) days after KB's installation of the Equipment or, if installed by Customer, within ten (10) days from the date of sale of the Equipment, in the case sale of new Equipment; (ii) Customer sending written notice of defect to KB, by certified or registered mail/ return receipt requested in the event Customer complies with Section 12.(a)(i) and KB fails to re-perform the Services or to repair or replace the Equipment within thirty-six (36) hours after the date of the notice required in Section 12.(a)(i) excluding Saturdays, Sundays and legal holidays; (iii) Customer not repairing or altering the Equipment without KB's consent; and (iv) Customer complying with the operating instructions for the Equipment. In the event KB elects to repair any Equipment at its own site or to replace any Equipment, Customer shall pay the cost of disassembling and returning the allegedly defective Equipment and KB. The warranty does not include batteries, reprogramming, damage by lightning or electrical surge and does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper

installation by anyone other than KB. KB is not the manufacturer of the Equipment and, other than KB's limited warranty in this Section 12.(a), Customer agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage, if any. KB makes no warranties of any kind with respect to used or refurbished Equipment sold to Customer.

(b) Disclaimer of All Other Warranties. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE APPLICABLE SCHEDULE, KB PROVIDES ALL EQUIPMENT, SOFTWARE AND SERVICES UNDER THIS AGREEMENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. KB HEREBY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, SOFTWARE OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY, GUARANTEE, OR REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE EQUIPMENT, SOFTWARE OR SERVICES. KB MAKES NO REPRESENTATION OR WARRANTY THAT THE EQUIPMENT, SOFTWARE OR SERVICES WILL AVERT, DETER OR PREVENT ANY LOSS OR INJURY DUE TO BURGLARY, HOLD UP, FIRE OR OTHERWISE, OR THAT THE EQUIPMENT OR SERVICES WILL PROVIDE THE PROTECTION FOR WHICH THEY ARE INTENDED OR THAT THE SYSTEM OR ITS COMPONENTS ARE INCAPABLE OF HACKING, COMPROMISE OR CIRCUMVENTION. KB MAKES NO WARRANTY AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ANY THIRD PARTY HARDWARE, EQUIPMENT OR SOFTWARE PROVIDED BY KB OR WITH WHICH THE SERVICES MAY BE REQUIRED OR DESIRED TO COMMUNICATE OR OPERATE. KB IS NOT RESPONSIBLE FOR ANY DEFECT CAUSED BY OR THAT OTHERWISE RESULTS FROM MODIFICATIONS, MISUSE OR DAMAGE TO THE SERVICES MADE, PERMITTED OR OTHERWISE CAUSED BY CUSTOMER IN WHOLE OR IN PART.

13. LIMITATION OF LIABILITY

Customer's exclusive remedy for breach of this agreement shall be limited to restoring the equipment covered by this agreement to good operation condition. KB shall have no liability for any delay in performing its obligations hereunder. IN NO EVENT SHALL KB BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

14. INDEMNIFICATION BY CUSTOMER

(a) Subject to and without waiving customer's rights of sovereign immunity, each party shall to the fullest extent permitted by law defend and hold harmless one another, and their respective officers, shareholders, directors, employers, agents and affiliates (each an Indemnified party) from and against any and all damages, costs, liabilities, losses and expenses (including but not limited to, reasonable attorney's fees) resulting from any claim, suit, action, arbitration or proceeding brought or threatened

by a third party against any Indemnified Party to the extent arising from or relating to: (a) the design, manufacture, installation or operation of any equipment or software or the performance/non-performance of any services pursuant to this agreement; (b) any breach or alleged breach by a party of any of its representations, warranties covenants or obligations hereunder or any actual or alleged act or failure to act by a party; or (c) any of the services provided pursuant to this agreement by a subcontractor or service partner of KB.

(b) KB Not an Insurer. Customer understands that KB is not an insurer. Customer has sole responsibility to obtain insurance adequate to cover risks, losses, damages, injuries, death and other effects of burglary, fire, physical dangers or medical problems affecting Customer, Customer's family, and any other persons who may be in or near Customer's Location(s).

14. EXCULPATORY CLAUSE

The Services performed by KB in connection with this Agreement are not designed to reduce any risks of loss to Customer and KB does not guarantee that no loss will occur.

15. CONFIDENTIAL INFORMATION

(a) Confidential Information. Customer acknowledges that during the course of this Agreement, KB may disclose certain confidential information to Customer, including, without limitation, information concerning the business, technology, products, services, financial information, pricing, proposals, customers, prospective customers, referral sources, know-how, procedures, inventions, object or source code, databases, research, programs, designs, concepts, methodologies and strategies of KB ("Confidential Information"). The Customer shall maintain the secrecy of all such Confidential Information disclosed to it pursuant to this Agreement. Customer shall not use, disclose or otherwise exploit any Confidential Information for any purpose not specifically authorized pursuant to this Agreement; provided that, Customer may produce information in compliance with any law, court or administrative order. Customer shall give KB reasonable notice under the circumstances and to the extent permitted by law that such Confidential Information is being sought by a third party so as to afford KB the opportunity to limit or prevent such disclosure. All files, lists, records, documents, drawings, documentation, end-user materials, specifications, equipment and computer programs that incorporate or refer to any Confidential Information shall be returned, deleted or destroyed by the Customer promptly upon termination or expiration of this Agreement.

(b) Remedies. Customer agrees that a breach of Section 16(a) will cause KB irreparable injury and damage. The parties expressly agree that KB shall be entitled to injunctive and other equitable relief to prevent such a breach, in addition to any other remedy to which KB might be entitled. The parties waive the posting of any bond or surety prior to the issuance of an injunction hereunder. In the event a court refuses to honor the waiver of bond hereunder, the parties expressly agree to a bond in the amount of \$100,000. All remedies for such a breach shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedy with respect to the subject matter hereof.

16. NOTICE TO OWNER

FAILURE OF KB TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS

AGREEMENT CAN RESULT IN THE FILING OF THE MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT HEREOF PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK KB FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS AGREEMENT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

17. ARBITRATION OF DISPUTES

(a) Arbitration. Except as provided in Section 18.(c) below, the parties agree that all claims, disputes or controversies between KB and Customer which arise out of or relate to this Agreement, or the breach thereof, shall be submitted to and resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (including its Emergency Rules) then in effect and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any demand for arbitration must be filed promptly and within a reasonable time after a claim, dispute or controversy has arisen and in no event later than one (1) year after the cause of action accrued.

(b) Place. The parties agree the place of arbitration shall be in Cass County, Missouri.

(c) Exclusions. Regardless of any contrary provision contained in this Agreement, claims by KB against Customer collecting overdue amounts not disputed by Customer shall not be subject to the provisions of this Section 18. And, regardless of any contrary provision contained in this Agreement, claims, disputes and controversies arising out of actions or claims filed or asserted by third parties on account of personal injury or death of a person, loss or damage to property shall not be subject to the provisions of this section.

18. ATTORNEYS FEES AND COSTS

Should either party be required to institute any arbitration, lawsuit, action or proceeding to enforce any of its rights set forth in this Agreement (including any Schedule), then the prevailing party in any such lawsuit, action or proceeding shall be entitled to reimbursement from the non-prevailing party for all reasonable attorneys' fees and costs incurred in such arbitration, lawsuit, action or proceeding.

19. GENERAL PROVISIONS

(a) No-Hire. Without the prior written consent of KB, Customer will not offer employment, consulting or other arrangement to any of KB's employees until the earlier of one (1) year after termination of this Agreement or one (1) year after such employee leaves the employment of KB.

(b) Entire Agreement; Amendment. This Agreement, including the Schedules, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, both oral and written, with respect to the subject matter hereof. Except as otherwise provided herein, no amendment or modification of this Agreement or any Schedule shall be effective unless in writing and signed by both parties.

No use of trade, course of prior dealings between the parties or other regular practice or method of dealing between the parties shall be used to modify, interpret, supplement or alter in any manner the terms of this Agreement.

(c) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be delivered by facsimile or scanned email transmission.

(d) Severability. If any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect, and such invalid, illegal or unenforceable term or provision shall be deemed not to be part of this Agreement.

(e) Governing Law; Venue. This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Missouri, without reference to its conflicts or choice of law principles. The parties agree that the sole and exclusive jurisdiction and venue for any and all disputes arising under this Agreement that are not subject to arbitration pursuant to Section 18 (including, without limitation, actions to enforce a binding decision of the arbitrator) shall be in any trial court located in or having jurisdiction over Cass County, Missouri. Each of the parties hereby irrevocably submits and consents to personal jurisdiction in the State of Missouri.

(f) Notices. Any notice required hereunder shall be delivered by hand, by courier service, or by certified mail (return receipt notices so delivered shall be effective upon actual receipt of the electronic transmission).

(g) Waiver. Except as specifically provided in a written waiver signed by a duly authorized representative of the party seeking enforcement, the failure to enforce or the waiver of any term of this Agreement shall not constitute the waiver of such term at any

time or in any circumstances and shall not give rise to any restriction on or condition to the prompt, full and strict enforcement of the terms of this Agreement.

(h) Assignment and Benefit. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that KB may assign this Agreement in connection with the sale, merger or disposition of KB, the Services or any of its related business operations. This Agreement shall be binding upon and shall inure to the benefit of Customer and KB and their successors and permitted assigns, subject to the other provisions of this section.

(i) Delays in Performance or Shipment. KB shall exercise reasonable efforts to perform all Services on the proposed or scheduled dates, but KB makes no guarantees as to dates. KB shall be further excused from any delay or failure in its performance hereunder caused by any disruption or slow speed of the Internet, break-downs of security or introduction of computer viruses (and the like) by third parties, any labor dispute, government requirement, act of God, or any other cause beyond its reasonable control. If through no fault of KB delivery is delayed, Customer shall pay to KB any additional costs it incurs as a result of such delay.

(j) Third Parties. Nothing in this Agreement, express or implied, shall create or confer upon any person or entity not a named party to this Agreement any legal or equitable rights, remedies, liabilities or claims with respect to this Agreement and nothing in this Agreement or any Schedule shall give any third party any claim or cause of action against KB.

SECTION VII

C

R2018-52

A RESOLUTION APPOINTING RJ WARREN TO THE PLANNING COMMISSION.

WHEREAS, Chapter 2, Article VI, Section 2-137 of the Belton Unified Development Code authorizes the appointment of members to the Belton Planning Commission by the Mayor of the City subject to the approval of the City Council; and

WHEREAS, Tom MacPherson was appointed to the City Council on November 27, 2018, and has resigned his position on the Planning Commission; and

WHEREAS, RJ Warren is hereby appointed to serve as a member on the Planning Commission to fill Tom MacPherson’s unexpired term until August 1, 2021.

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

SECTION 1. That the following named individuals constitute the Belton Planning Commission with terms of office as shown:

<u>NAME</u>	<u>EXPIRATION OF TERM</u>
Sally Davila	August 1, 2019
Tim McDonough	August 1, 2019
Holly Girgin	August 1, 2020
Scott Swaggart	August 1, 2020
RJ Warren	August 1, 2021
Kelly Monaghan-Bass	August 1, 2022
Kara Anderson	August 1, 2022
Mayor Jeff Davis	
City Council Liaison Chet Trutzel	

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

SECTION 3. That all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.

Duly read and passed this 11th day of December, 2018.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 11th day of December, 2018, and adopted at a regular meeting of the City Council held the 11th day of December, 2018 by the following vote, to wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri



CITY OF BELTON, MISSOURI
APPLICATION FOR APPOINTMENT TO CITY
BOARDS AND COMMISSIONS

Date 12/01/2018

*Board/Commission of interest Planning and Zoning

*Name RJ Warren

*Phone# 913-601-2863

*Home Address 7910 Kevin Ln

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

Belton MO 64012

Yes No

*E-mail rjwarren81@icloud.com

Length of residence in Belton 6 years

Why are you interested in serving on this Board or Commission? see attached doc.

List other service on local boards or commission: see attached doc.

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

Signature: Randell L Warren

*Required information

RJ Warren

City Commission Candidate

Current City Councilman Ryan Finn has offered me a reference for this position!

Education: please see Resume

Training and Experience:

- Association of Customer Contact Professionals, Kansas City: Vice President of membership, I was in charge of marketing campaigns to increase the number of members in the association as well as participation.
- Planning and Zoning board City of Coffeyville KS 2008
- City Commissioner, 2008 – 2010: Vice Mayor: One of five responsible for the legislative function of the municipality in the City of Coffeyville KS. Duties such as establishing policy, passing local ordinances, voting appropriations, and developing an overall vision for the city.
- Chamber of Commerce, 2007-2008

Desire to serve as a City Councilman:

My Family Chose Belton!! Six years ago, I had the opportunity to accept a life changing career in the Kansas City Metro...the only question was, where will we make our home. My wife and I after looking all over the area and weighing several different options chose Belton, MO! We absolutely enjoy the small town feel with all the amenities, it reminds me of our home town Coffeyville in a way. Why is that important you may ask? I had the opportunity to sit as vice mayor on the city council in Coffeyville, KS...a town recovering from a massive flood that wiped out half the town. This was a time that invigorated the town and allowed for new development and positive changes! I see a the same scenario here, new development and expansion, need for more infrastructure and housing, increase in city personnel like Fire and Police!

I am excited to get back in to public service and offer the following:

- **Honest.** I will bring honesty in both my actions and being intellectually honest with my approach to issues.
- **Balanced.** As a councilperson I will be a representative of all of the people, not a champion of a special interest group or a narrow perspective. I will bring a balanced view that values the environment while understanding the need for a strong local economy; being balanced also means being able to work well with professional city staff while not automatically deferring to their judgment.
- **Committed.** Doing the job right requires a significant dedication of time and energy. Constituent relations, attending meetings and reading voluminous material in preparation for meetings are all part of the job.
- **Motivated.** The primary motivation is to to serve the public interests. I am not agenda-driven, power-hungry or captive to special interest agendas. I will perform my duties with integrity and with a broader vision of what is in the interests of the overall community now and in the future.
- **Experienced.** Being a City Commissioner in the past gives me experience in working with peers to get things done! I have the knowledge of the position, the governance of local government and have dealt with civil issues to be an effective councilperson. Everybody has life experiences that would lend an interesting perspective to the Council, but my time as vice mayor on the commission are more useful to the public than others!

Thank you very much for your time and consideration!!

SECTION VIII

A

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO THE TAX INCREMENT FINANCING CONTRACT BETWEEN THE CITY OF BELTON, MISSOURI AND MENARD, INC. FOR IMPLEMENTATION OF THE SOUTHTOWNE TAX INCREMENT FINANCING REDEVELOPMENT PLAN, AS AMENDED.

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

WHEREAS, by Ordinance No. 2012-3787, adopted by the City Council on March 27, 2012, the City approved the First Amended and Restated Southtowne Tax Increment Financing Redevelopment Plan ("First Amended Plan," with the Original Plan as amended by the First Amended Plan being the "Plan"), approved the assignment of the development rights from Southtowne to Menard, Inc. ("Menards"), designated Menards as the developer of Redevelopment Projects 1 and 2, and approved a tax increment financing contract between the City and Menards for implementation of Projects 1 and 2 (the "First Amended Contract," and together with the Original Contract, the "Redevelopment Contract").

WHEREAS, by Ordinance No. 2017-4328, adopted by the City Council on March 28, 2017, the City Council authorized the City to enter into the First Amendment to Tax Increment Financing Contract, as amended (the "First Amended Agreement"), between the City and Menards to, among other things, amend and extend the dates set forth in the redevelopment schedule.

WHEREAS, Menards has further requested an extension of time to the redevelopment schedule as set out in the Second Amendment to Tax Increment Financing Contract, as amended (the "Second Amended Agreement"); and

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

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

SECTION 1. That the Second Amendment to Tax Increment Financing Contract, attached hereto as **Exhibit A** is approved.

SECTION 2. That the Mayor of the City is authorized to enter into the Second Amendment to Tax Increment Financing Redevelopment Contract on behalf of the City.

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

READ FOR THE FIRST TIME: December 11, 2018

READ FOR THE SECOND TIME AND PASSED: December 11, 2018

Mayor Jeff Davis

Approved this ____ day of December, 2018.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of December, 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 December, 2018, after the second reading thereof by the following vote, to-wit:

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

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

Exhibit A to Ordinance No. 2018-_____

**SECOND AMENDMENT TO
TAX INCREMENT FINANCING CONTRACT**

See following pages

**SECOND AMENDMENT TO TAX
INCREMENT FINANCING CONTRACT**

BETWEEN THE

CITY OF BELTON, MISSOURI

AND

MENARD, INC.

FOR IMPLEMENTATION OF THE

**REDEVELOPMENT PROJECTS 1 AND 2 OF THE SOUTHTOWNE TAX INCREMENT
FINANCING REDEVELOPMENT PLAN**

**SECOND AMENDMENT TO
TAX INCREMENT FINANCING CONTRACT**

THIS SECOND AMENDMENT TO TAX INCREMENT FINANCING CONTRACT (this "Second Amendment"), entered into on _____, 2018, by and between the CITY OF BELTON, MISSOURI, a municipal corporation ("City") and MENARD, INC., a Wisconsin corporation (the "Developer," successor and assignee of the development rights granted to Southtowne Associates, L.L.C. ("Southtowne")), amends that certain Tax Increment Financing Contract ("Redevelopment Contract"), as subsequently amended (as described below).

RECITALS

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

WHEREAS, by Ordinance No. 2012-3787, adopted by the City Council on March 27, 2012, the City approved the First Amended and Restated Southtowne Tax Increment Financing Redevelopment Plan ("First Amended Plan," with the Original Plan as amended by the First Amended Plan being the "Plan"), approved the assignment of development rights from Southtowne to Menard, Inc. ("Menards"), designated Menards as the developer of Redevelopment Projects 1 and 2, and approved a tax increment financing contract between the City and Menards for implementation of Projects 1 and 2 (the "First Amended Contract," and together with the Original Contract, the "Redevelopment Contract").

WHEREAS, by Ordinance No. 2017-4328, adopted by the City Council on March 28, 2017, the City Council authorized the City to enter into the First Amendment to Tax Increment Financing Contract, as amended (the "First Amended Agreement"), between the City and Menards to, among other things, amend and extend the dates set forth in the redevelopment schedule.

WHEREAS, Menards has further requested an extension of time to the redevelopment schedule as set out in the Second Amendment to Tax Increment Financing Contract, as amended (the "Second Amended Agreement"); and

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

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

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

6.C. Notwithstanding anything to the contrary herein and subject to the provisions of **Section 6.D**, if a Certificate of Completion and Compliance is not issued with respect to Redevelopment Project 1 by March 31, 2017, and with respect to Redevelopment Project 2 by May 31, 2020, each respectively an "Outside Completion Date"), City may require Developer to appear before the Council to show cause why this Contract and the Plan shall not be terminated in accordance with **Section 35** and to meet with representatives of the

City regarding changes that should be made for the marketing and development of the property within the Plan Redevelopment Area. From and after the Outside Completion Date, any approval by City of any change or modification of the Redevelopment Schedule may be given or denied by City in its sole discretion, subject to the terms and provisions of **Section 36**.

2. **Revision of Exhibit F of the Redevelopment Contract, as amended.** Exhibit F of the Redevelopment Contract is hereby deleted in its entirety and replaced with the **Exhibit F** attached to this Second Amended Agreement.

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

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

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

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

CITY:

THE CITY OF BELTON, MISSOURI, a municipal corporation

By: _____

Print Name: Jeff Davis

Title: Mayor

MENARD, INC., a Wisconsin corporation

By: _____

Print Name: _____

Title: _____

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 2018, before me, personally appeared Jeff Davis, to me known, who being by me duly sworn, did say that he is the Mayor of the City of Belton, Missouri, a Missouri municipal corporation, that said instrument was signed on behalf of said corporation by authority of its City Council, and acknowledged said instrument to be the free act and deed of said corporation.

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

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

My Commission Expires:

STATE OF WISCONSIN)
) ss.
COUNTY OF EAU CLAIRE)

On this ____ day of _____, 2018, before me, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say that he is the _____ of Menard, Inc., a Wisconsin corporation, and acknowledged said instrument to be his free act and deed and the free act and deed of said corporation.

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

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

My Commission Expires:

EXHIBIT F

REDEVOPMENT SCHEDULE

Redevelopment Project 1

Construction

Complete

March 31, 2017

Redevelopment Project 2

Construction

Complete

May 31, 2020

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

SECTION VIII

B

AN ORDINANCE AMENDING CHAPTER 19 – STREETS, SIDEWALKS, RIGHTS-OF-WAY AND OTHER PUBLIC PLACES, ARTICLE V – RIGHT-OF-WAY MANAGEMENT, USE, CONSTRUCTION, RECONSTRUCTION, IMPROVEMENTS AND REPAIRS; PERMIT/INSPECTION REQUIREMENTS, AND ADDING ARTICLE X – SMALL WIRELESS FACILITIES TO CHAPTER 19 OF THE CODE OF ORDINANCES, CITY OF BELTON, MISSOURI FOR THE PURPOSE OF UPDATING THE CITY’S REQUIREMENTS FOR USE OF THE PUBLIC RIGHT-OF-WAY AND PERMITTING OF SMALL WIRELESS FACILITIES.

WHEREAS, the City has previously regulated the construction and deployment of telecommunications facilities and other similar facilities through a variety of ordinances and practices; and

WHEREAS, in the 2018 Legislative Session, the 101st Missouri General Assembly approved, and the Governor signed into law, House Bill 1991 with an effective date for a majority of the provisions of January 1, 2019; and

WHEREAS, House Bill 1991 amended and added certain provisions to the Missouri Revised Statutes relating to the City’s authority to regulate the construction and deployment of small wireless facilities; and

WHEREAS, the Federal Communications Commission did release on September 27, 2018 FCC-18-133 titled Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment; and

WHEREAS, FCC-18-133 contained both a declaratory ruling and order regarding the City’s authority to regulate the construction and deployment of small wireless facilities; and

WHEREAS, it is the intent and desire of the City Council of the City of Belton, Missouri to amend and revise the Code of Ordinances, City of Belton, Missouri to conform with both HB 1991 and FCC-18-133 to encourage the deployment of small wireless facilities within the City in a manner that (1) protects the right-of-way as a unique and physically limited resource critical to the travel and transportation of persons and property in the City; (2) manages the right-of-way to ensure that the right-of-way remains accessible for public uses including the partial occupancy of the right-of-way by utilities and public service entities, which enhance the health, welfare, and economic well-being of the City and its citizens; (3) promotes competition, securing higher quality services for the citizens of the City and consumers at large; and (4) does not materially inhibit the provision of telecommunications services.

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

Section 1. Incorporation of Whereas Clauses. That the whereas clauses stated above are hereby specifically incorporated into this ordinance by reference herein.

Section 2. Amendments. That section 19-141 of the Code of Ordinances, City of Belton, Missouri, is hereby amended to read as follows:

Sec. 19-141. - Use of the right-of-way-Generally

- (a) The ROW-user shall coordinate the placement of facilities in a manner that minimizes adverse impact on any public improvement, as reasonably determined by the city. Where placement is not

regulated, the facilities shall be placed with adequate clearance from such public improvements so as not to impact or be impacted by such public improvement as defined in the city's design and construction manual.

- (b) All facilities shall be located and laid so as not to disrupt or interfere with any pipes, drains, sewers, irrigation systems or other structures or public improvements already installed. In addition, the ROW-user shall, in doing work in connection with its facilities, avoid disrupting or interfering with the lawful use of the streets, alleys, sidewalks or other public lands of the city except as may be specifically authorized by a temporary traffic control permit.
- (c) All facilities of the ROW-user shall be placed so that they do not interfere with the use of right-of-way and public lands. The city, through its city engineer, shall have the right to consult and review the location, design and nature of the facility prior to installation. The design and location of all facilities shall be subject to the review and approval of the city engineer. To the extent allowed by applicable law, no person may erect, construct, or install facilities above the surface of the right-of-way without the written permission of the city based on good cause established by the ROW-user and found by the city engineer. To ensure that the right-of-way remains accessible for public uses, to minimize visual obstrusive of facilities, and allow for adequate city maintenance of the right-of-way, a new utility pole and any new ground mounted equipment associated with the new utility pole shall not be installed within one hundred and fifty feet of another utility pole or other ground mounted equipment on the same side of the right-of-way. Should a ROW-user seek to replace a utility pole, said replacement utility pole shall be sited within ten feet of the currently, existing utility pole and shall not be subject to the spacing requirements set forth in this subsection. The spacing requirement set forth in this subsection may be waived or altered by the city-engineer upon the ROW-user establishing good cause as to why said spacing requirement shall be waived or altered.
- (d) The ROW-user shall not interfere with the facilities and structures of the other ROW-users without their permission. If and when the city requires or negotiates to have a ROW-user cease using its existing poles and to relocate its facilities underground, all other ROW-users using the same poles shall also relocate their facilities underground at the same time. The cost of such relocation shall be borne in accordance with this chapter and the commission approved applicable tariff governing that ROW-user.
- (e) All facilities and other appurtenances laid, constructed and maintained by the ROW-user shall be laid, constructed and maintained in accordance with acceptable engineering practice and in full accord with any and all applicable engineering codes adopted or approved by the city, the Code, the city's design and construction manual, applicable statutes of the State of Missouri, and rules and regulations of the FCC, the commission, or any other local, state or federal agency having jurisdiction over the ROW-user.
- (f) The ROW-user shall cooperate promptly and fully with the city and take all reasonable measures necessary to provide accurate and complete on-site information regarding the nature and location of its facilities within the right-of-way, both underground and overhead, when requested by the city or its authorized agent for a public improvement. Such location and identification shall be at the sole expense of the ROW-user without any expense to the city, its employees, agents, or authorized contractors.
- (g) Unless otherwise agreed to by the city and the ROW-user by license, agreement or permit, the city shall not be liable for any damage to or loss of any of the ROW-users' facilities within the right-of-

way unless the damage is the result of the sole negligence, or willful, intentional, or malicious acts or omissions of the city.

Section 3. New Article. That the Code of Ordinances, City of Belton, Missouri, is hereby amended by adding an article, to be number Article X – Small Wireless Facilities to Chapter 19 – Streets, Sidewalks, Rights-of-Way and other Public Places, which reads as follows:

ARTICLE X. SMALL WIRELESS FACILITIES

Sec. 19-200. Intent, Preemption, and Sunset.

- (a) *Purpose.* Consistent with the requirements of the Uniform Small Wireless Facility Deployment Act, Section 67.5110, *et seq.*, RSMo, and in anticipation of a continued increased demand for the placement of small wireless facilities of the type regulated by the Uniform Small Wireless Facility Deployment Act and this article both within the public rights-of-way and in other locations within the jurisdiction of the city, the City Council of the City of Belton, Missouri, has found it to be in the best interests of the public health, safety, and general welfare of the city to adopt the regulations set forth in this article in order to establish generally applicable standards for the permitting, location, construction, deployment, regulation, operation, maintenance, repair, concealment and removal of small wireless facilities both within the public rights-of-way and in other locations within the jurisdiction of the city.
- (b) *Intent.* Sections 19-200 through 19-205 of the Code of Ordinances, City of Belton, Missouri is intended to encourage and streamline the deployment of small wireless facilities, as herein defined, to help ensure that robust and dependable wireless radio-based communication services and networks are available throughout the City of Belton while also protecting the health, safety, and welfare of the public and the limited public resource that is the public right-of-way. Specifically, the article is intended to:
- (1) Facilitate orderly construction and maintenance of facilities in the right-of-way, reduce the damage to the facilities of rights-of-way users, and minimize disruption of service to the citizens of the city;
 - (2) Manage the right-of-way to allow efficient location of small wireless facilities and maximize services to the citizens of the city;
 - (3) Allow for the maximum utilization of the rights-of-way to meet the demands due to technical innovations.
 - (4) Encourage responsible construction and maintenance practices in the city rights-of-way.
 - (5) Ensure that regulation of small wireless facilities does not have the effect of prohibiting the provision of personal wireless services, and does not unreasonably discriminate among functionally equivalent providers of such service;
 - (6) Prevent interference with the facilities, maintenance, and operations of the city's utilities and of other utilities lawfully located both within the public rights-of-way and in other locations within the city; and
 - (7) Enhance the ability of providers of communication services to provide such services to the community quickly, effectively, and efficiently

- (c) *Preemption.* Notwithstanding any ordinance to the contrary, the procedures set forth in this article shall be applicable to small wireless facilities existing or installed, built or modified after the effective date of this article to the fullest extent permitted by law. No provision of this article shall apply to any circumstances in which such application shall be unlawful under superseding federal or state law. Furthermore, if any section, subsection, sentence, clause, phrase, or portion of this article is now or in the future superseded or preempted by state or federal law or found by a court of competent jurisdiction to be unauthorized, such provision shall be automatically interpreted and applied as required by law.
- (d) *Sunset.* This article shall expire on January 1, 2021, except that for small wireless facilities already permitted or collocated on authority poles prior to such date, the rate set forth in section 19-203(g) for collocation of small wireless facilities on authority poles shall remain effective for the duration of the permit authorizing the collocation.

Sec. 19-201. Definitions

As used in this article, the following terms shall have the following meanings:

“Act” means the Uniform Small Wireless Facility Deployment Act, Section 67.5110, et seq., RSMo;

“Antenna”, communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services;

“Applicable Codes”, uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to such codes enacted to prevent physical property damage or reasonably foreseeable injury to persons;

“Applicant”, any person who submits an application and is a wireless provider;

“Application”, a request submitted by an applicant to an authority for a permit to collocate small wireless facilities on a utility pole or wireless support structure, or to approve the installation, modification, or replacement of a utility pole;

“Authority Pole” a utility pole owned, managed, or operated by or on behalf of an authority, but such term shall not include municipal electric utility distribution pole or facilities;

“Collocate” or “Collocation”, to install, mount, maintain, modify, operate, or replace small wireless facilities on or immediately adjacent to a wireless support structure or utility pole, provided that the small wireless facility antenna is located on the wireless support structure or utility pole;

“Decorative Pole”, an authority pole that is specially designed and placed for aesthetic purposes;

“Director”, the Director of Public Works or their authorized representative

“Fee”, a one-time, nonrecurring charge;

“Permit”, a written authorization required by an authority to perform an action or initiate, continue, or complete a project;

“Rate”, a recurring charge;

“Right-of-Way”, the area on, below, or above a public roadway, highway, street, sidewalk, alley, or similar property used for public travel, but not including a federal interstate highway, railroad right-of-way, or private easement;

“Small Wireless Facility”, a wireless facility that meets both of the following qualifications:

Each wireless provider’s antenna could fit within an enclosure of no more than six (6) cubic feet in volume; and

All other equipment associated with the wireless facility, whether ground or pole mounted, is cumulatively no more than twenty-eight (28) cubic feet in volume, provided that no single piece of equipment on the utility pole shall exceed nine (9) cubic feet in volume; and no single piece of ground mounted equipment shall exceed fifteen (15) cubic feet in volume, exclusive of equipment required by an electric utility or municipal electric utility to power the small wireless facility.

The following types of associated ancillary equipment shall not be included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs and related conduit for the connection of power and other services;

“Utility Pole”, a pole or similar structure that is or may be used in whole or in part by or for wireline communications, electric distribution, lighting, traffic control, signage, or a similar function, or for the collocation of small wireless facilities; provided, however, such term shall not include wireless support structures, electric transmission structures, or breakaway poles owned by the state highways and transportation commission;

“Wireless Facility”, equipment at a fixed location that enables wireless communications between user equipment and a communications network, including equipment associated with wireless communications and radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. The term includes small wireless facilities. The term does not include:

The structure or improvements on, under, or within which the equipment is collocated;

Coaxial or fiber-optic cable between wireless support structures or utility poles;

Coaxial or fiber-optic cable not directly associated with a particular small wireless facility; or

A wireline backhaul facility;

“Wireless Infrastructure Provider”, any person, including a person authorized to provide telecommunications service in the state, that builds or installs wireless communication transmission equipment or wireless facilities but that is not a wireless services provider;

“Wireless Provider”, a wireless infrastructure provider or a wireless services provider;

“Wireless Services”, any services using licensed or unlicensed spectrum, including the use of wifi, whether at a fixed location or mobile, provided to the public using wireless facilities;

“Wireless Services Provider”, a person who provides wireless services;

“Wireless Support Structure”, an existing structure, such as a monopole or tower, whether guyed or self-supporting, designed to support or capable of supporting wireless facilities; an existing or

proposed billboard; an existing or proposed building; or other existing or proposed structure capable of supporting wireless facilities, other than a structure designed solely for the collocation of small wireless facilities. Such term shall not include a utility pole.

“Zoning Ordinance” the Unified Development Code of the City of Belton, Missouri.

Sec. 19-202. General Requirements

(a) Height Restrictions

- (1) Each new, replacement, or modified utility pole installed in the Right-of-Way shall not exceed the greater of ten feet in height above the tallest existing utility pole in place as of August 28, 2018 located within five hundred feet of the new pole in the same Right-of-Way or fifty (50) feet above ground level at the site of the proposed installation, replacement, or modification.
- (2) New small wireless facilities in the right-of-way shall not exceed more than ten feet above an existing utility pole in place as of August 28, 2018.
- (3) Any new, modified, or replacement utility pole that exceeds these height limits shall be subject to a conditional use permit under the city’s zoning regulations.

(b) Concealment Requirements. The reasonable, objective, cost-effective standards outlined in this subsection seek to ensure that all small wireless facilities deployed in the city are deployed in a manner that preserves the visual appearance of the surrounding area and the legal use of the right-of-way. Any of the requirements set forth in this subsection may be waived or altered by the director upon an applicant establishing good cause as to way the concealment requirements should not apply.

- (1) Small wireless facility antenna. All antennas mounted as part of the deployment of a small wireless facility shall be mounted to the top of the utility pole or wireless support structure and aligned with the centerline of the utility pole or wireless support structure, unless otherwise agreed to by the director based on the specific context and characteristics of the utility pole or wireless support structures.

- i. Shape. Any small wireless facility antenna collocated within the city shall be cylindrical or completely housed within a cylindrical enclosure or radome unless otherwise agreed to by the director based on the specific context and characteristics of the utility pole, wireless support structure, or small wireless facility.
- ii. Color. Exposed antennas and antenna enclosures shall match the color specifications of the utility pole or the wireless support structure.

- (2) Associated Pole Equipment. Any equipment attached to a pole as part of a small wireless facility shall be of the same or similar color as the pole on which it is attached. To the extent possible, any wires, fiber-optic cable, coaxial cable or any other cables associated with the collocation of a small wireless antenna running from any associated equipment, both pole mounted and ground mounted, shall run on the interior of the pole. If running any wires, fiber-optic cable, coaxial cable, or any other cable on the interior of the pole is not possible then said wires and cables shall either be located within a cylindrical tubing of the same or similar color as the pole and mount flush against the pole or be of the same or similar color as the pole on which they are attached and mounted flush against the pole

or in any other matter which would reasonably conceal them. The director, in their discretion, may require additional concealment requirements, including the attachment of banners or signs on either side of any associated pole equipment.

- (3) Associated Ground Equipment. All associated ground equipment mounted as part of a small wireless facility deployment shall be placed to the greatest extent possible in an area so as to minimize its visual intrusiveness and detrimental effect to the legal use of the right-of-way. All associated ground equipment shall be located within a green cabinet or enclosure or any other color cabinet or enclosure that would minimize visual intrusiveness and conceal the associated ground equipment. To the extent possible,
 - (4) Replacement poles. Any replacement utility pole located for the purpose of siting a small wireless facility shall reasonably conform to the appearance of other similar utility or streetlight poles in the area.
- (c) *Decorative Poles*. Any applicant seeking to replace a decorative pole for the purpose of collocating a small wireless facility shall replace said decorative pole with a pole conforming to the design aesthetics of the decorative pole being replaced. Conformance to the design aesthetics of the decorative pole means, that any replacement pole shall at a minimum be of the same or similar design as the decorative pole, contain the same or similar decorative elements of the original decorative pole, be of the same color as the original decorative pole and other decorative poles in the area and that the small wireless facility collocated on the replacement decorative pole be the same color as the decorative pole and the replacement decorative pole.
- (d) *Indemnification, Insurance, Performance Bond*.
- (1) Indemnification. Wireless providers shall indemnify and hold the City, its officers, and employees harmless against any damage or personal injury caused by the negligence of the wireless provider or its employees, agents, or contractors.
 - (2) Insurance. As part of any permit issued by the city under this article, an applicant must provide proof of liability insurance coverage, prior to the effective date of any permit issued, against any damage or personal injury caused by the negligence of the wireless provider or its employees, agents, or contractors in an amount no less than the amount provided for in Section 537.210, RSMo. If the applicant is self-insured, the applicant must submit to the city proof of self-insurance in a comparable amount to the insurance referenced in the previous sentence.
 - (3) Performance Bond.
 - i. An applicant for a permit under this article shall post a performance bond of \$ 1,500 per small wireless facility not to exceed \$75,000 for all small wireless facilities deployed by the applicant. The performance bond shall be used to:
 - (i) Provide for the removal of abandoned or improperly maintained small wireless facilities, including those that the city determines need to be removed to protect public health, safety, or welfare;
 - (ii) Restore the right-of-way in connection with removals;
 - (iii) Recoup rates or fees that have not been paid by a wireless provider in over twelve months, provided the wireless provider has had notice and an opportunity to cure.

- ii. Upon completion of the work associated with the permit to the satisfaction of the director, the director shall eliminate the bond or reduce its amount after a time appropriate to determine whether the work performed was satisfactory, which time shall be established by the director.
 - iii. Recovery by the city for any amounts under the performance bond required by this article does not limit an applicant's duty to indemnify the city in any way, nor shall such recovery relieve an applicant of its obligations under a permit or reduce amounts owed to the city other than by the amounts recovered by the city under the performance bond, or in any respect prevent the city from exercising any other right or remedy it may have.
 - iv. Applicants that have at least twenty-five million dollars in assets in the state and do not have a history of permitting noncompliance within the city's jurisdiction shall be exempt from the insurance and bonding requirements otherwise authorized by this subsection.
- (e) *Relocation of Facilities.* Whenever, in the interest of public safety and convenience, the city may require a wireless provider relocate, move, alter, change, adapt, or conform the underground or above ground facilities of a wireless provider, the wireless provider shall make the alterations or changes as soon as practicable after being so ordered in writing by the city without claim for reimbursement or damages against the city.
- (f) *Calculation of time.* Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required under this article or any permit, and a period of time is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time.
- (g) *Construction standards.* All requirements of this article shall apply to the construction, modification, and maintenance of small wireless facilities and are reincorporated herein as building code requirements to the extent permitted by law. The construction, operation, maintenance, and repair of small wireless facilities shall be in accordance with applicable codes. All small wireless facilities shall be installed and located with due regard to minimizing interference with the public and with other users of the right-of-way including the city. An applicant shall not place small wireless facilities or obstruct or hinder the various utility serving the residents and businesses in the city of their use of any right-of-way. Any and all right-of-way disturbed or damaged during the small wireless facilities work shall be promptly repaired or replaced by the applicant to its previous condition. Any wireless infrastructure provider, contractor or subcontractor must be properly licensed under laws of the state and all applicable local ordinances. Each wireless infrastructure provider, contractor or subcontractor shall have the same obligations with respect to its work as wireless services provider would have hereunder and applicable laws if the work were performed by the wireless services provider. The wireless services provider shall be responsible for ensuring that the work of wireless infrastructure providers, contractors or subcontractors is performed consistent with their permits and applicable law, shall be fully responsible for all acts or omissions of any wireless infrastructure Provider, contractor or subcontractor, and shall be responsible for promptly correcting any acts or omissions by a wireless infrastructure provider, contractor or subcontractor.

- (h) *Location.* Small wireless facilities and utility poles shall be installed and maintained so as not to obstruct or hinder the usual travel or public safety on the right-of-way or obstruct the legal use of the right-of-way by the city or other authorized right-of-way users.
- (i) *Replacement.* The city may require an applicant to replace a utility pole on a nondiscriminatory basis for reasons of safety and reliability.
- (j) *Retained zoning authority.* Where authorized by applicable law the city may require that an applicant under this article receive all zoning approvals necessary or required by the zoning ordinance of the city.
- (k) *Deemed approve facilities.* Should the city fail to act with the time required by applicable law, any small wireless facility collocated on an existing structure or any installation, modification, or replacement of a utility pole shall be done in compliance with each and every provision of this article.

Sec. 19-203. Small Wireless Facilities Permit.

- (a) *Applications.* Applications for a permit to collocate a small wireless facility on a utility pole or a permit for the installation, modification, or replacement of a utility pole shall be filed on such forms as required by the director and accompanied by the appropriate deposit as stated below. Applications are to be processed subject to the requirements of and in the manner and timeframe as otherwise established in this article and subject to the applicable time frames imposed by applicable law. Applications requesting any information that is prohibited by federal or state law under the applicable circumstance shall be deemed inapplicable to the subject application.
 - (1) Collocation Application Fee. An application for a permit to collocate a small wireless facility on a utility pole shall be accompanied by a deposit of one hundred dollars (\$100) for each small wireless facility the applicant seeks to collocate on a utility pole.
 - (2) Installation, Modification, Replacement Fee. Applications for a permit to install, modify, or replace a utility pole shall be accompanied by a deposit of five hundred dollars (\$500) for each installation, modification, or replacement sought by the applicant.
- (b) *Preapplication meeting.* Before any application is made, the applicant is encouraged to meet with the director to discuss, in general, the procedures and requirements for a permit request under this section.
- (c) *Application Process.*
 - (1) Form; deficiency notice. Any application under this section shall be submitted on forms in accordance with the above to the director for a determination of completeness. Within the time prescribed by law of the receipt of an application, or such longer or other review times allowed by applicable law, the director shall review the application and identify any ways in which the application is not complete and provide the applicant with a written explanation of the deficiencies with citation to the code or statutes requiring such deficient item.
 - (2) New application. Given the various time restrictions applicable to approvals under applicable law, any modification of an application other than to correct incompleteness may be denied by the director if the change is material or presents difficulty in completing review of the modified application within the established review time. In such

circumstance, the modified application must be resubmitted as a new application and the original application shall be deemed withdrawn.

- (3) Approval or denial. The city shall approve or deny of the application to collocate a small wireless facility or the application for the installation, modification, or replacement of a utility within the timeframes provided by applicable law.

(d) *Application Contents.* An application for a permit under this section shall contain, at a minimum, the following information:

- (1) Site-specific structural integrity and make-ready analysis prepared by a structural engineer. The make-ready analysis shall include plans and detailed cost estimates for any make-ready work as needed. Any cost associated with the make-ready work shall be the sole responsibility of the applicant.
- (2) The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. The photographs shall include a digital photo simulation of the proposed location providing “before and after” views demonstrating the impact of the proposed wireless facilities on the surrounding environment, including the right-of-way if applicable.
- (3) The equipment type and model numbers of the antennas and all other wireless equipment associated with the small wireless facility.
- (4) An attestation that the small wireless facility complies with the volumetric limitations set forth in Sec. 19-201.
- (5) Applicable indemnity, insurance, and performance bond information as required by this article.
- (6) An applicant that is not a wireless services provider must provide evidence of agreements or plans that demonstrate that the small wireless facility will be operational for use by a within one year after the permit for the applicable small wireless facility is issued, unless the city and applicant agree to extend this period in writing or if delay is caused by lack of commercial power or communications transport facilities to the site and the applicant notifies the city in writing. The non-wireless service provider applicant must provide the above information by attestation, attached to the applicable application.
- (7) A projected commencement and termination date of the work proposed under the permit. If said dates are not known at the time of the application, then any permit holder shall provide the director advanced, written notice of such dates once determined.
- (8) Any information necessary to establish that the proposed collocation of the small wireless facility meets the concealment requirements of Sec. 19-202(b).
- (9) Any information necessary to determine that the collocation meets the height restrictions of Sec. 19-202(a).
- (10) In the event that the proposed small wireless facility is to be attached to an existing utility pole owned by an entity other than the city, the wireless provider shall provide

legally competent evidence of the consent of the owners of such pole to the proposed collocation.

- (11) Any other information deemed to be relevant to the proposed collocation.

(e) *Consolidated Applications.*

- (1) An applicant may file a consolidated application and receive a single permit for the collocation of multiple small wireless facilities. An application may include up to twenty separate small wireless facilities, provided that they are for the same or materially same design of small wireless facility being collocated on the same or materially the same type of utility or wireless support structure and all the collocations are geographically proximate. The denial of one or more small wireless facilities in a consolidated application shall not delay processing of any other small wireless facilities in the same batch;
 - (2) If the city receives individual applications for approval of more than fifty small wireless facilities or consolidated applications for approval of more than seventy-five small wireless facilities within a fourteen day period, whether from a single applicant or multiple applicants, the city may, upon its own request, obtain an automatic thirty-day extension for any additional collocation or replacement or installation application submitted during that fourteen day period or in the fourteen day period immediately following the prior fourteen day period. The city will promptly communicate its request to each and any affected applicant.
- (f) *Make-ready work.* The city shall provide a good faith estimate for any make-ready work necessary to enable a pole to support the requested collocation by a wireless provider, including pole replacement if necessary, within sixty days after receipt of a complete application. Make-ready work, including any pole replacement, shall be completed within sixty days of written acceptance of the good faith estimate and advance payment by the applicant.
- (g) *Rate for collocation.* If an application for the collocation of a small wireless facility is approved, the wireless provider shall pay to the city one hundred and fifty dollars (\$150) per year per small wireless facility collocated on an authority pole.

Sec. 19-204. Denial of permit.

- (a) *Reasons.* The city may deny a proposed collocation of a small wireless facility or installation, modification, or replacement of a utility pole if the action proposed in the application submitted to the director could reasonably be expected to:
- (1) Materially interfere with the safe operation of traffic control equipment or city-owned communications equipment;
 - (2) Materially interfere with sight lights or clear zones for transportation, pedestrians, or nonmotorized vehicles;
 - (3) Materially interfere with compliance with the American Disability Act, 42 U.S.C. Sections 1201 to 12213, or similar federal or state standards regarding pedestrian access or movement;
 - (4) Materially obstruct or hinder the usual travel or public safety on the right-of-way;

- (5) Materially obstruct the legal use of the right-of-way by an authority, utility or other third party;
- (6) Fail to comply with the spacing requirement set forth in Sec. 19-141(c).
- (7) Fail to comply with applicable codes, including nationally recognized engineering standards for utility poles or wireless support structures;
- (8) Fail to comply with the reasonably objective and documented aesthetics of a decorative pole and the applicant does not agree to pay to match the applicable decorative elements;
- (9) Fail to comply with undergrounding requirements as of January 1, 2018 or any new undergrounding requirements for new developments; or
- (10) Any other reason as allowed by applicable state or federal law.

- (b) *Denial.* The City shall document the complete basis for the denial in writing and send said denial and any accompanying documentation to the applicant on the day the authority denies the application. The applicant may cure the deficiencies identified by the city and resubmit the application within the timeline provided for in applicable law without paying an additional application fee.

Sec. 19-205. Fast-Track Small Wireless Facility Deployment

- (a) *General conditions.* Small wireless facilities meeting the below, additional requirements and all other requirements of this article may be authorized to be collocated with the approval of the director on an expedited 20-day time frame subject to the following additional requirements:
- (1) Only one small wireless facility shall be permitted per structure in the rights-of-way;
 - (2) The small wireless antenna and associated pole equipment shall be of the same or similar color as the pole on which it is to be attached;
 - (3) All wires and cables associated with the small wireless facility shall be installed on the interior of the pole; and
 - (4) No associated ground equipment shall be authorized;
- (b) *New or replacements poles.* An applicant applying for approval of the siting of a small wireless facility under this section may request or require that a new or replacement utility pole may be located as part of such deployment subject to the following additional requirements:
- (1) The new or replacement utility poles is no greater than five (5) feet taller than the any adjacent or existing utility pole within the same right-of-way;
 - (2) The new or replacement utility pole is of the same or materially similar design as adjacent or surrounding utility poles;
- (c) *Application fee.* The application fee for the collocation of a small wireless facility under this section shall be seventy-five dollars (\$75). The application fee for a new or replacement utility pole under this section shall be four hundred dollars (\$400).
- (d) *Rate for collocation.* The rate for collocating a small wireless facility under this section shall be one hundred dollars (\$100) per small wireless facility collocated on an authority pole.

- (e) *Consolidated applications.* An applicant may file a consolidated application under this section regarding the collocation of twenty (20) small wireless facilities so long as the proposed small wireless facilities and any new or replacement utility poles are of the same design.
- (f) *Director's discretion.* Approval of small wireless facilities under this section shall be at the discretion of the director following the requirements and criteria stated in this section, this article or Chapter 19 generally. Any application under this section may be denied by the director if the application fails to meet any of the requirements of this section or any of the requirements of this article.

Section 4. Renumbering. It is the intention of the city council, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Belton, Missouri, and the sections of this ordinance may be renumbered to accomplish such intention.

Section 5. Repeal. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 6. Severability. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

Section 7. Effective Date. This ordinance shall be in full force and effect on January 1, 2019.

READ FOR THE FIRST TIME: December 11, 2018

READ FOR THE SECOND TIME AND PASSED: December 11, 2018

Mayor Jeff Davis

Approved this ____ day of December, 2018.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of December, 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 December, 2018, after the second reading thereof by the following vote, to-wit:

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

Andrea Cunningham, City Clerk
of the City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: December 11, 2018

DEPT: Public Works, Planning, City Attorney

COUNCIL: Regular Meeting Work Session Special Session

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

ITEM FOR CONSIDERATION

This item pertains to amendments to the City Code of Ordinances for Small Wireless Facilities. The Missouri General Assembly passed HB 1991 requiring municipalities to make provisions for permitting small wireless antennas. The bill provides for a streamlined, statewide process for the approval or denial of small wireless facilities.

BACKGROUND

Presently, the Unified Development Code requires new telecommunication facilities to obtain a Special Use permit. This involves a public hearing before the Planning Commission, and ordinance approval by the City Council. This process can take approximately 90 days. Technology in the telecommunications field has evolved, and at this time, many providers can meet demand by installing small wireless facilities on existing utility poles. A network of the small wireless facilities can help eliminate the construction of new telecommunication towers.

The current regulations in our Unified Development Code and the City Code of Ordinances do not reasonably address the small wireless facilities. HB 1991 requires cities to adopt an ordinance by January 1, 2019 to make adequate provisions for the small towers.

PROPOSED ORDINANCE

A draft ordinance is attached for consideration. The ordinance is modeled after the requirements of the House Bill. This ordinance would limit the authority of cities in regulating small wireless facilities. The city's main authority is to adopt and provide reasonable and cost-effective requirements for the installations.

Generally, the small tower facilities are installed on utility poles in the public right-of-way. The bill permits small tower facilities on utility poles, with the tower facility not exceeding more than 10 feet above an existing pole. Any tower that exceeds that maximum is subject to the existing Special Use provisions of the Unified Development Code.

There are also provisions for related equipment on the pole and ground-mounted equipment.

Permitting for the small wireless facilities is done with a right-of-way permit.

IMPACT/ANALYSIS

The ordinance will bring the city into compliance with HB 1991. This will allow a streamlined process for small wireless facilities consistent with action of the General Assembly.

CITY COUNCIL ACTION

1. Motion to recommend **approval** of an Ordinance providing for new regulations for Small Wireless Facilities, consistent with HB 1991.
2. Motion to recommend **denial** of an Ordinance providing for new regulations for Small Wireless Facilities, consistent with HB 1991.
3. Motion to continue the ordinance pending additional information.

SECTION VIII
C

AN ORDINANCE APPROVING A FIRE PROTECTION AGREEMENT BETWEEN THE CITY OF BELTON AND THE MOUNT PLEASANT FIRE PROTECTION DISTRICT.

WHEREAS, on or about December 19, 2013 the Mount Pleasant Fire Protection District, a political subdivision ("Fire District") and the City of Belton, Missouri ("City") entered into an agreement for the City to provide fire protection services within the District (the "2013 Agreement");

WHEREAS, the 2013 Agreement by its terms will terminate on December 31, 2018;

WHEREAS, both parties desire to enter into a new Agreement (the "Agreement") to extend the terms of the 2013 Agreement for one year, a copy of which is attached hereto as Exhibit A, in order for the City to continue to provide fire protection services for and on behalf of the District; and

WHEREAS, the City has authority to enter into this Agreement pursuant to the provisions of R.S.Mo. §§ 70.210 and 320.090.

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

Section 1. That the Mayor of the City is authorized and directed to enter into and execute the Agreement on behalf of the City.

Section 2. That if any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 3. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 4. 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: December 11, 2018

READ FOR THE SECOND TIME AND PASSED: December 11, 2018

Mayor Jeff Davis

Approved this 11th day of December, 2018.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 11th day of December, 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 11th day of December, 2018, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham City Clerk
City of Belton, Missouri

**FIRE PROTECTION AGREEMENT
BY AND BETWEEN
THE MOUNT PLEASANT FIRE PROTECTION DISTRICT
AND THE CITY OF BELTON, MISSOURI**

This Agreement is entered into on ~~December 1, 2018~~~~December 19, 2013~~, by and between the Mount Pleasant Fire Protection District, hereinafter called the "District," and the City of Belton, Missouri, hereinafter called the "City." The District and the City desire to enter into this Agreement pursuant to Section 70.210 et. seq. RSMo in order for the City to provide fire protection services to the District and agree as follows:

1. Calls and Dispatch. The City will answer calls for service within the boundaries of the District. When the City's equipment, personnel, and volunteer force are in use elsewhere, the City will make demand under its Mutual Aid Agreements with other fire districts in order to respond to the District's calls. The City or its authorized or designated representative (collectively also referred to as the "City") shall have the sole and exclusive right and responsibility to prescribe the manner and method of giving the alarm for fire in the District. The decision as to the availability of City personnel and equipment is exclusively that of the City, and the District agrees that the City will incur no liability, and the District will indemnify and hold the City harmless from any claims of liability arising out of the City's decision with respect to availability of its equipment, personnel, and volunteer force.

2. On Site Control. The City shall immediately, upon arriving at the scene of any alarm or emergency, have the sole and exclusive responsibility and authority to direct and control any and all firefighting and/or fire prevention activities and emergency operation at such scene(s), and any officers and/or firemen appointed by the District shall be subject to the orders of the City.

3. City Regulations and Ordinances to Control. All firefighting and fire prevention services provided for pursuant to the terms of this Agreement shall be in accordance with the regulations and ordinances of the City.

4. Expenses. All expenses to maintain equipment, apparatus, salaries, insurance premiums, and any and all other items of expense connected with the services to be performed by the City under this Agreement shall be a City expense, and the only expense falling upon the District shall be the payments set forth in this Agreement pursuant to Section 7 below.

5. Term. This Agreement shall have a ~~one-year (1) five-year~~ term (the "Term"). The Term of the Agreement shall begin on January 1, ~~2019~~~~2014~~, and shall continue through December 31, ~~2019~~~~2018~~.

6. Maximum District Levy To Be Imposed. ~~The current district levy will be maintained for the Term of this agreement. At the first available opportunity in 2014, the District agrees to increase its ad valorem levy rate to the maximum amount authorized by law, an amount not to exceed \$0.30/\$100 assessed value (the "Operating Levy").~~ The District will take all steps necessary to impose the Operating Levy on all real property and improvements within the District during the term of this Agreement and any renewals. (The revenue received by the District from imposition of the Operating Levy shall be referred to herein as the "District Revenue.")

7. Service Charge. The District agrees to pay to and the City agrees to accept as full payment for all firefighting and fire prevention services rendered under this Agreement, the following sums (the "Service Charge") for the following ~~year years~~. The District and the City agree that the Net District Revenue is 100% of the District Revenue less \$13,500;

<u>Year</u>	<u>Service Charge</u>
2014	\$202,648 (plus any and all amounts due pursuant to the Fire Protection Agreement entered into by the parties on April 26, 2011)
2015	100% of the District Revenue less \$13,500 (the "Net District Revenue")
2016	100% of the Net District Revenue
2017	100% of the Net District Revenue
2018	100% of the Net District Revenue
<u>2019</u>	<u>100% of the Net District Revenue</u>

~~The 2014 Service Charge will be divided into equal quarterly payments which are due on March 31, June 30, September 30, and December 31, 2014.~~

For ~~2019~~~~2015-2018~~, the Service Charge will be estimated utilizing the most recent assessed value of property within the District (the "Estimated Service Charge"). The Estimated Service Charge for each year will be divided into equal quarterly payments due on March 31, June 30, September 30, and December 31. The amount equal to the difference between the Net District Revenue and the Estimated Service Charge will be adjusted and paid in a lump sum on March 31, 2020 of the ensuing year to the appropriate party.

8. Default. In the event of default of payment, for a period of more than ten (10) days after notice to the District of the non-receipt of payment, the obligations of the City under this Agreement shall immediately cease and the City shall bear no responsibility or liability for any of the obligations hereunder.

9. Change in Boundaries. The Service Charges provided for in Section 7 are contingent on the District boundaries remaining the same as they exist as of the date of this Agreement. The parties agree to negotiate a new payment schedule based on the effect of any increase or decrease in boundaries that may take place during the term of this Agreement. The City will inform the District of any changes in boundary due to annexation. In addition, the City will inform and consult with the District regarding any new facilities or changes in service that will affect the District.

10. Notices. All notices, requests, demands, or other communications (Notice) hereunder shall be in writing and delivered by national overnight courier, effective as of the date of delivery to the intended recipient as shown on the courier's records. Delivery shall be deemed to have been made if the courier was not able to deliver due to change of address for which no Notice was given.

Notice shall be addressed as shown below:

For the District:	President Mount Pleasant Fire Protection District 19702 S. Stockman Rd. Belton, MO 64012
For the City:	City Manager City of Belton, Missouri 506 Main Belton, MO 64012

11. Amendments. The terms, conditions, and provisions of this Agreement can neither be modified nor eliminated except by mutual agreement between the District and the City, and approved by an ordinance duly adopted by the City Council and a resolution duly adopted by the District's Board of Directors. Either party to this Agreement may request to open renegotiations at any time with six months written Notice to the other party.

12. Term. This Agreement shall expire on December 31, ~~2019~~2018. Either party may terminate this Agreement at any time with 120 days prior written Notice of intent to terminate.

13. Severability. The provisions of this Agreement shall be deemed severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain valid unless the court finds that the valid provisions are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties would have agreed to the valid provisions of this Agreement; or unless the court finds the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the contracting parties.

14. Applicable Law. This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Agreement be litigated, venue shall be proper only in the Circuit Court of Cass County, Missouri.

15. Previous Agreements. The parties acknowledge and agree that this Agreement supplants and replaces all previous agreements between the parties but in no event relieves either party from performing or satisfying any obligations or liabilities which have matured thereunder.

16. Entire Agreement. This Agreement contains the entire agreement among the parties with regard to the matters set forth herein and supersedes all prior understandings, whether oral or written, between or among the parties. No modification, amendment, or waiver of any of

the provisions of this Agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

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

18. No Third Party Relationships or Beneficiaries. Nothing contained in this Agreement shall be deemed or construed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venture, or any association between the City and the District. This Agreement is made and entered into for the sole protection and benefit of the City and the District. No other person or entity shall have or acquire any right or action based upon any provisions of this Agreement.

19. Indemnification by District. To the extent that the City does not have liability insurance or is not immune to liability, the District agrees to hold the City harmless for any act by the City, its agents, employees, or volunteers directly related to the City's obligations under this Agreement, except for acts constituting intentional misconduct or gross or wanton negligence. The District agrees to obtain and provide proof to the City of liability insurance providing indemnity to the City according to the terms of this agreement with the City listed as an additional insured in an amount equal to \$2 million combined single limit for each occurrence and \$2 million general aggregate or whatever other statutory requirements may be necessitated by any changes or operation of law.

(Remainder of page intentionally left blank. Signature page to follow.)

11-2-13
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers.

This Agreement has been executed on behalf of the City pursuant to adoption by an ordinance of the City Council of the City on December ~~11-19, 2018~~2013.

This Agreement has been executed on behalf of the District pursuant to agreement of the Board of Directors of the District on December ~~11-19, 2018~~2013.

MOUNT PLEASANT FIRE
PROTECTION DISTRICT

CITY OF BELTON
A MUNICIPAL CORPORATION

Board Member

Jeff Davis
Mayor

Board Member

~~Alexa Barton~~Patricia Ledford
City ~~Manager~~Clerk

Board Member

Norman K. Larkey Sr.
Fire Chief