



**CITY OF BELTON
CITY COUNCIL
REGULAR MEETING
TUESDAY, JUNE 12, 2018 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

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

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

- A. **Motion approving the minutes of the May 8, 2018, City Council Regular Meeting and May 15, 2018, City Council Special Meeting.**

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- B. **Motion approving the purchase of a Vermeer BC1000XL Brush and Debris Chipper for the total amount of \$30,972.00 from Vermeer Great Plains, using the Missouri Department of Transportation Cooperative Contract, for the Public Works Department.**

This item is within budget.

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- C. **Motion approving the purchase of 1,083 regulatory signs for \$22,222.97 from Newman Signs Inc. for the Public Works Department Transportation Division.**

This item is within budget.

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- D. **Motion canceling Work Session on July 3, 2018, for the Independence Day holiday.**

- E. **Motion approving Resolution R2018-27:
A resolution appointing Rusty Sullivan to the Municipal Park Board.**

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- F. Motion approving Resolution R2018-28:
A resolution reappointing Dave Clark and Tom MacPherson to the Enhanced Enterprise Zone Board.

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- G. Motion approving Resolution R2018-29:
A resolution appointing Jim Brown as the City's coordinator in the implementation of the requirements associated with the Americans with Disabilities Act.

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- H. Motion approving Resolution R2018-30:
A resolution appointing Lorrie Peek to serve on the Code Enforcement Advisory Committee as the City Councilman Liaison.

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V. PERSONAL APPEARANCES

- A. Cynthia Nelson (15511 White Drive) - Northpoint Development
B. Chuck Ledford (6805 E 158th Terrace) - Northpoint Development
C. Steve Hackett (15810 Allen Avenue) - Northpoint Development
D. Rosemary Howard (15812 Allen Avenue) - Northpoint Development
E. Bianca & Norman Kirby (15616 White Drive) - Northpoint Development
F. Janice Urton (16103 Allen Avenue) - Northpoint Development

VI. ORDINANCES

- A. Motion approving final reading of Bill No. 2018-38:
An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2019 Adopted City Budget.
- B. Motion approving final reading of Bill No. 2018-39:
An ordinance of the City of Belton, Missouri, authorizing the City of Belton to approve the Kansas City Power & Light Authorization for Street Light Changes form to install, maintain, and bill for nine new streetlights along Turner Road.
- C. Motion approving final reading of Bill No. 2018-40:
An ordinance of the City of Belton, Missouri authorizing and approving the Missouri Highways and Transportation Commission Municipal and Cost Apportionment Agreement between the City of Belton, Missouri and the Missouri Highways and Transportation Commission for the Routes 58 and Y Signal Transportation Improvement Project No. 735027.

- D. Motion approving first reading of Bill No. 2018-41:
An ordinance approving an amendment to the City's Zoning Map from C-2 PUD (General Commercial Planning Unit Development) to FCI (Flex Commercial / Industrial) District, for a 149.66 acre tract of land located south of 155th Street and north of 162nd Street on the East Frontage Road of Interstate 49, Belton, Cass County, Missouri.

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- E. Motion approving first reading of Bill No. 2018-42:
An ordinance approving a Special Use Permit to allow warehousing in a FCI Flex Commercial/Industrial District in the Southview Commerce Center located south of 155th Street and north of 162nd Street on the East Frontage Road of Interstate 49, Belton, Missouri.

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- F. Motion approving first reading of Bill No. 2018-43:
An ordinance amending Section 18.8 of the Unified Development Code North Scott Corridor Overlay District + Guidelines, Chapter 3 – Permitted Uses, Table of Uses, Industrial Uses, dated November 7, 2017.

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- G. Motion approving first reading of Bill No. 2018-44:
An ordinance approving a plan for an Industrial Development Project for Northpoint Development, LLC.

This ordinance will approve a Plan for an Industrial Development Project for Northpoint Development, LLC. The Plan is for an industrial development project in the City. Northpoint proposes to construct in excess of 2 million square feet of Class A industrial development at a cost in excess of \$100 million. Tax abatement will be provided pursuant to the issuance of bonds in accordance with Chapter 100, RSMo, and Northpoint will be required to pay fixed payments in lieu of taxes to the taxing districts in amounts set forth in the attached Plan. Northpoint will also receive a sales tax exemption on construction materials used to construct the project. State statute requires the preparation of a Plan prior to the issuance of Chapter 100 bonds, that the Plan be mailed to the affected taxing districts at least 20 days in advance of approval of the Plan, and that the taxing districts be given the opportunity to comment on the Plan. Notice was given to the taxing districts in accordance with State statute.

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- H. Motion approving first reading of Bill No. 2018-45:
An ordinance approving a Development and Performance Agreement for an Industrial Development Project for Northpoint Development, LLC.

This ordinance will approve a Development and Performance Agreement between the City and Northpoint Development, LLC, for the implementation of the project described in the Plan approved by the preceding ordinance. The Agreement addresses the design and construction of the project and the development incentives to be provided to the project. The Agreement also establishes a contractual obligation to pay fixed payments in lieu of taxes to the affected taxing jurisdictions.

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- I. Motion approving first reading of Bill No. 2018-46:
An ordinance authorizing the City of Belton, Missouri through its Fire Department to purchase a three year subscription with Emergency Services Marketing Corporation, Inc., d/b/a IamResponding.com to provide messaging and a secondary means of alarm notification for the Fire Department.

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- J. Motion approving first reading of Bill No. 2018-47:
An ordinance of the City of Belton, Missouri authorizing and approving the Badger Meter Beacon Advanced Metering Analytics (AMA) Managed Solution Master Agreement and Badger Meter Terms and Conditions of Sale and Addendum between the City of Belton, Missouri and Badger Meter, Inc. for the purchase of the Badger Meter Beacon AMA Managed Solution Software from sole-source provider Midwest Meter, Inc. for an amount not-to-exceed \$24,500 to replace current water meter reading software.

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VII. RESOLUTIONS

- A. Motion approving Resolution R2018-31:
A resolution of the City of Belton, Missouri authorizing and approving Task Agreement 2018-1 with Wiedenmann, Inc. for the 160th Street and Oakland Avenue Stormwater Project in the not-to-exceed amount of \$30,965.00.

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- B. Motion approving Resolution R2018-32:
A resolution approving Task Agreement 2018-02 with Earthworks Excavation and Associates, LLC for demolition of structures at 16104 Oakland Avenue.

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C. Motion approving Resolution R2018-33:

A resolution approving Change Order No. 1 in an additional not-to-exceed amount of \$12,283.00 to the Minor Construction Service Agreement with JR & Co., Inc. to fully adhere the new roof system to the concrete deck for the water services meter storage building and a force account for any additional unforeseen issues increasing the total project cost from \$86,975.00 to \$99,258.00.

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D. Motion approving Resolution R2018-34:

A resolution amending resolution R2017-35 on the Belton Nature Area Project along Oil Creek to amend the membership of the Belton Nature Area Advisory Board and provide for an extension of the formal evaluation period.

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VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR'S COMMUNICATIONS

X. CITY MANAGER'S REPORT

June & July 2018 meetings

6/19 special meeting – 7:00 pm

6/26 regular session – 7:00 pm

7/3 work session – canceled

7/10 regular session – 7:00 pm

7/24 regular session – 7:00 pm

XI. MOTIONS

XII. OTHER BUSINESS

XIII. ADJOURN

SECTION IV
A

**MINUTES OF THE
BELTON CITY COUNCIL
REGULAR MEETING
MAY 8, 2018
CITY HALL ANNEX, 520 MAIN STREET
BELTON, MISSOURI**

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

Councilman Finn led the Pledge of Allegiance to the Flag.

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

CONSENT AGENDA:

Councilman Trutzel moved to approve the consent agenda consisting of a **motion approving the minutes of the April 24, 2018, City Council Regular Meeting; a motion approving the purchase of 34 ASP batons and holders for the total amount of \$4,396.54 from GT Distributors, Inc. for the Police Department; a motion approving the purchase of a 5 year internet firewall for \$8,465.29 from Essential Network Technologies for the Police Department; a motion approving the purchase of a Lidar Laser Cam 4 for \$7,088.18 from Kustom Signals, Inc. for the Police Department; a motion approving the purchase of parts and service from sole source Ray Lindsey Company to replace UV disinfection bulbs, wiper, seals, and O-rings in Channel 1 at the Wastewater Treatment Facility in a not-to-exceed amount of \$41,424.30; a motion approving the purchase of 10 sets of tire deflation devices for the total amount of \$4,759.00 from Stop Stick LTD for the Police Department; a motion approving Resolution R2018-23: A resolution reappointing Mike Miller and Terry Ward and appointing Charlie Dalzell to the Municipal Park Board; and a motion approving the purchase of 10 sets of tire deflation devices for the total amount of \$4,759.00 from Stop Stick LTD for the Police Department.** Councilwoman Peek seconded. Councilman Lathrop moved to pull item F off the consent agenda for discussion and separate action: **a motion approving the purchase of 10 sets of tire deflation devices for the total amount of \$4,759.00 from Stop Stick LTD for the Police Department.** Vote on the remaining items on the consent agenda were approved with all voting in favor. Consent agenda approved.

The Council then discussed the purchase of 10 sets of tire deflation devices for the total amount of \$4,759.00 from Stop Stick LTD for the Police Department. Councilman Lathrop said he had a question on the warranty mentioned on page 46 of the agenda. James Person, Police Chief, explained often times the industry will have a life time warranty and then a product life warranty. The product has a 5 year no cost replacement guaranty. That happens to be the life span for this product. The statement from the company is clearly stated in the document - 5 year no cost replacement guaranty. Lt. Travis George misunderstood it as a life time warranty.

Being no further discussion, **Councilman Lathrop moved to purchase of 10 sets of tire deflation devices for the total amount of \$4,759.00 from Stop Stick LTD for the Police**

Department. Councilman VanWinkle seconded. All voted in favor. Motion approved.

ORDINANCES:

Patti Ledford, City Clerk, gave the final reading of Bill No. 2018-30: **An ordinance approving a professional services agreement with Krista Klaus Consulting, LLC for public information and communications consulting for economic development and city communications.** Presented by Councilman Lathrop, seconded by Councilwoman Peek. The Council was polled and the following vote recorded; Ayes: 9, Councilwoman Davidson, Councilmen Finn, Trutzel, Mayor Davis, Councilmen Lathrop, Fletcher, VanWinkle, Councilwoman Peek, and Councilman Savage; Noes: None; Absent: Non. Bill No. 2018-30 was declared passed and in full force and effect as Ordinance No. 2018-4434, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2018-31: **An ordinance approving a revised Preliminary Plat for Traditions, part of Lot 2, a 113 acre R-3 Planned Unit Development located on the east side of Mullen Road, north of East Cambridge Road, City of Belton, Cass County, Missouri.** Presented by Councilwoman Peek, seconded by Councilman Savage. The Council was polled and the following vote recorded; Ayes: 9, Mayor Davis, Councilmen Trutzel, Savage, Lathrop, Councilwoman Davidson, Councilmen Fletcher, VanWinkle, Finn and Councilwoman Peek; Noes: None; Absent: None. Bill No. 2018-31 was declared passed and in full force and effect as Ordinance No. 2018-4435, subject to Mayoral veto.

Ms. Ledford read Bill No. 2018-34: **An ordinance amending sections 18-1 (a) (3); 20-1; 20-2 (a); 22-5; 22-6 (b); 36-33 (b); 36-34 (c) (3); 36-108 (9); and 40-2 (c) (d) (1) of the Unified Development Code to eliminate inconsistencies and provide language that is easier to understand for all users of the code.** Presented by Councilman Savage, seconded by Councilman Lathrop. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Ledford read Bill No. 2018-35: **An ordinance of the City of Belton, Missouri authorizing and approving a Minor Construction Service Agreement with JR & Co., Inc. for the Water Services Buildings Roofs Replacement in a not-to-exceed amount of \$86,975.** Presented by Councilwoman Peek, seconded by Councilman Fletcher. Councilman Finn said the roofs are 50 years old, how is the remainder of the building; will the new roof cave in on the building. Celia Duran, Public Works Director, said no, the roof will not cave in, and there is a 10 year maintenance on the roof. Being no further discussion, vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Ledford read Bill No. 2018-36: **An ordinance of the City of Belton, Missouri authorizing and approving a Propane Procurement Contract with Ferrellgas, Inc. for the Water Services Division of Public Works.** Presented by Councilman Savage, seconded by Councilman Lathrop. **Councilwoman Peek moved to amend the name to Ferrellgas Operating L.P.** Councilman Fletcher seconded. Megan McGuire, City Attorney, explained while she was working with the company and verifying information on the contract, she verifies information provided on the Secretary of State's website. She was confused when she discovered the actual owner to be Ferrellgas Operating L.P. Vote on the amendment was recorded with all voting in favor. Vote on the first reading, as amended, was then recorded with all voting in favor. First reading passed.

Ms. Ledford read Bill No. 2018-37: **An ordinance approving a rental agreement with Berry**

Companies, Inc., d/b/a KC Bobcat of Olathe, Kansas to lease a Bobcat S595 loader with 68 inch LP smooth bucket for use in and around the Belton Parks system and providing access to insurance coverage through the City's equipment policy. Presented by Councilwoman Peek, seconded by Councilman Trutzel. Mayor Davis asked how many bobcats the park has. Terry Ward, Park Board member, said they have one old one which it is used to clear the trails and sidewalks in inclement weather and it will get a lot of use when we start the log cabin at Memorial Park. Councilman Lathrop asked if this is for the same Bobcat, just renewing the lease. Mr. Ward said no, we get a new one each time we renew the lease. Mr. Ward then introduced Brain Welborn, new park director. Mr. Welborn addressed the council. He said he is from Higginsville, and glad to be on board. He is looking forward to working with everyone and serving this great community. Vote on the first reading was recorded with all voting in favor. First reading passed.

CITY COUNCIL LIAISON REPORTS:

Councilwoman Peek, Park Board liaison, announced:

- 2018 summer camp will start May 29-August 10. Registration is ongoing. Camp runs from 6:30 A.M.-6:00 P.M. M-F.
- Summerfest is June 1 and 2 at Memorial Park
- Councilwoman Davidson said the Ms. Belton contest will be held Friday, June 1 at 5:30 P.M. in Memorial Park
- Summerfest parade will be Saturday, June 2 starting at 3:00 P.M.

MAYOR'S COMMUNICATIONS:

Mayor Davis said National Night of Prayer was May 3. It was an outstanding evening with great fellowship.

The Chamber of Commerce annual golf tournament is May 15 at Loch Lloyd. There are still spots for teams and sponsorships.

CITY MANAGER'S REPORT:

Ms. Barton reported:

- MML elected officials training is June 7-8. She and Councilwoman Davidson will be attending.
- MML annual conference is September in Branson. Let her or the city clerk know if you plan to attend. Councilwoman Peek will receive her Certified Municipal Officials certificate at the conference.

May & June 2018 meetings

5/15 special meeting – 7:00 pm
5/22 regular session – canceled
6/5 work session – 7:00 pm
6/12 regular session – 7:00 pm
6/19 special meeting – 7:00 pm
6/26 regular session – 7:00 pm

OTHER BUSINESS:

Police Chief James Person said National Police Week is next week and Tuesday is Peace Officers Memorial Day.

Councilwoman Davidson announced the city wide garage sale is Saturday, May 19.

Ms. Barton said the Household Hazardous Waste event is May 12.

The Walk for Health 5k event was held on May 5. Councilman Fletcher, Councilwoman Davidson and Fire Chief Larkey represented the city. The event helped raise over \$70,000. It was a record breaking event.

At 7:28 P.M., Councilwoman Peek moved to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1, and to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2, and that the record be closed. Councilman Finn seconded. The following vote was recorded; Ayes: 9, Mayor Davis, Councilmen Trutzel, Savage, Lathrop, Councilwoman Davidson, Councilman Fletcher, VanWinkle, Finn, and Councilwoman Peek; Noes: None; Absent: None.

The Council returned from Executive Session at 7:42 P.M. Being no further business, Councilwoman Peek moved to adjourn. Councilman Fletcher seconded. All voted in favor. Meeting adjourned.

Patti Ledford, City Clerk

Jeff Davis, Mayor

**MINUTES OF THE
BELTON CITY COUNCIL
SPECIAL MEETING
MAY 15, 2018
CITY HALL ANNEX, 520 MAIN STREET
BELTON, MISSOURI**

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

Councilman Lathrop led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Jeff Davis, Councilwoman Stephanie Davidson, Councilmen Ryan Finn, Jeff Fletcher, Gary Lathrop, Councilwoman Lorrie Peek, and Councilman Tim Savage; Absent: Councilmen Chet Trutzel, and Dean VanWinkle. Also present: Alexa Barton, City Manager; Megan McGuire, City Attorney; and Patti Ledford, City Clerk. Mayor Davis said both Councilmen Trutzel and VanWinkle are at graduations tonight.

CONSENT AGENDA:

Councilman Savage moved to approve the consent agenda consisting of a motion approving **the April 2018 Municipal Police Judge's Report; a motion approving Resolution R2018-24: A resolution formally accepting the Belton Gateway, Addition Unit #2, Turner Road improvements (Phase 2, Block 1) new public infrastructure of 463 feet of 12" sanitary sewer; 978 feet of storm sewer; 1,318 feet of 8" water line; 143 feet of 6" water line; 4 fire hydrants; 4,567 feet of public roadway; and three stop signs with a two-year maintenance bond in the amount of \$1,684,397.00.** Councilwoman Peek seconded. All present voted in favor. Councilmen Trutzel and VanWinkle absent. Consent agenda approved.

PERSONAL APPEARANCES:

Bridget McCandless, President and CEO of the Health Care Foundation of Greater Kansas City, appeared before the Council regarding the Tobacco 21 Initiative. The Health Care Foundation of Greater Kansas City is a conversion foundation, so when the local hospital was sold to HCA, those monies came and part of their job is to work on behalf of the health for the underserved and underinsured. They have worked hard on public health and paid special attention to tobacco since it is the #1 preventable cause of death and disability. She said they work especially hard to get kids not to start smoking. They are trying to start at the very beginning. Kids start smoking early, most by the age of 12, and 95% of smokers started before the age 21. If we can get them to the magic age of 21 they only have a 5% chance of becoming committed smokers. This program started in Massachusetts 20 years ago and has seen incredible health benefits. They raised the age of the sale of tobacco products from the age of 18 to 21 in just one county in Massachusetts. That was 20 years ago and they have seen incredible health benefits from it. In that county, the rate of smoking is 56% less than in surrounding counties. The pregnancy rate is 90% less than the state average, and lung cancer is lower in that county compared to the statewide average. There was something about changing the smoking age in that county that changed the smoking behavior. This is a partnership with the Kansas City Chamber of Commerce. There is an excess cost increase for every employee that smokes because of absenteeism and presentism, meaning the employee is there but not working because of cigarette breaks. There are excess health care cost and lost labor costs during smoke breaks. They have worked across the community to endorse

this policy. We are now up to 28 communities in the greater Kansas City area covering 2.2 million people. We anticipate over a 10 years span there will be 1,000 fewer deaths from smoking related illnesses. No one will argue there is nothing beneficial with tobacco. The items growing in popularity are vaping products, e-cigarettes, and jellies. We are seeing up to 1/3 of high school graduates using them regularly. We are seeing a rise in cigarette smoke from people using the electronic cigarette devices, so they are choosing both and getting addicted sooner. She is excited Belton is considering this. She is more than happy to share some of the challenges they have had with this in other communities. Kansas City, Missouri and Kansas City, Kansas actually passed the Tobacco 21 Initiative on the same day. It was a great way to get this kicked off. Because it happened in two large metropolitan areas, enforcement was a lot easier, and it has snowballed from there. She said they have an increasing number of communities that have been willing to take this on. She opened it up for questions.

Sarah Czech with Health Department was present on behalf of the health department, Belton Cares and the Oral Health Coalition all of which have thrown support behind the Tobacco 21 Initiative.

Alexa Barton, City Manager, said this topic came up when she met with Ms. McCandless with the Health Care Foundation and the role the health care foundation plays in Cass County and how we benefit from it. One of the things she talked about was the Tobacco 21 Initiative. The City of Raymore has expressed an interest and she wanted to hear more about it. In speaking with Councilwoman Peek she also wanted to hear more about it. Ms. McCandless spoke about one of the reasons why Kansas City, Missouri and Kansas City, Kansas passed it at the same time was because they are neighboring communities and if both communities do it at the same time it has more of an impact. So she thought if Raymore is considering this and if this is an initiative that the Council may consider it might make sense to look at it as regional perspective. The whole point of this is trying to save lives and have a healthier community. She wanted to bring to the Council this evening. Ms. McCandless was kind enough to send some sample ordinances and if it is the Council's desire we can bring them back to you at a future meeting if you so desire. Chief Person said he doesn't want to speak for Councilman VanWinkle, but he has spoken with him about this within the last couple of years because they currently have this in Grandview. Ms. McCandless said in her handout there is a map that shows the participating communities. Mayor Davis said he would like to bring this back for consideration in the future.

ORDINANCES:

Ms. Ledford gave the final reading of Bill No. 2018-34: **An ordinance amending Sections 18-1 (a) (3); 20-1; 20-2 (a); 22-5; 22-6 (b); 36-33 (b); 36-34 (c) (3); 36-108 (9); and 40-2 (c) (d) (1) of the Unified Development Code to eliminate inconsistencies and provide language that is easier to understand for all users of the code.** Presented by Councilwoman Peek, seconded by Councilman Finn. The Council was polled and the following vote recorded; Ayes: 7, Councilwoman Davidson, Councilman Finn, Mayor Davis, Councilmen Lathrop, Fletcher, Councilwoman Peek, and Councilman Savage; Noes: None; Absent: 2, Councilmen Trutzel and VanWinkle. Bill No. 2018-34 was declared passed and in full force and effect as Ordinance No. 2018-4436, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2018-35: **An ordinance of the City of Belton, Missouri authorizing and approving a Minor Construction Service Agreement with JR & Co., Inc. for the Water Services buildings roofs replacement in a not-to-exceed amount of**

\$86,975. Presented by Councilman Lathrop, seconded by Councilwoman Peek. The Council was polled and the following vote recorded; Ayes: 7, Councilmen Fletcher, Savage, Lathrop, Councilwoman Davidson, Mayor Davis, Councilman Finn, and Councilwoman Peek; Noes: None; Absent: 2, Councilmen Trutzel and VanWinkle. Bill No. 2018-35 was declared passed and in full force and effect as Ordinance No. 2018-4437, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2018-36, as amended: **An ordinance of the City of Belton, Missouri authorizing and approving a Propane Procurement Contract with Ferrellgas Operating, L.P. for the Water Services Division of Public Works.** Presented by Councilwoman Peek, seconded by Councilman Fletcher. The Council was polled and the following vote recorded; Ayes: 7, Mayor Davis, Councilwoman Peek, Savage, Lathrop, Councilwoman Davidson, Fletcher, and Finn; Noes: None; Absent: 2, Councilmen Trutzel and VanWinkle. Bill No. 2018-36, was declared passed and in full force and effect as Ordinance No. 2018-4438, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2018-37: **An ordinance approving a rental agreement with Berry Companies, Inc., d/b/a KC Bobcat of Olathe, Kansas to lease a Bobcat S595 loader with 68 inch LP smooth bucket for use in and around the Belton Parks system and providing access to insurance coverage through the City's equipment policy.** Presented by Councilwoman Peek, seconded by Councilwoman Davidson. The Council was polled and the following vote recorded; Ayes: 7, Councilwoman Peek, Mayor Davis, Councilmen Lathrop, Savage, Councilwoman Davidson, Councilmen Fletcher, and Finn; Noes: None; Absent: 2, Councilmen Trutzel and VanWinkle. Bill No. 2018-37 was declared passed and in full force and effect as Ordinance No. 2018-4439, subject to Mayoral veto.

Ms. Ledford read Bill No. 2018-38: **An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2019 Adopted City Budget.** Presented by Councilwoman Peek, seconded by Councilman Savage. Vote on the first reading was recorded with all present voting in favor. Councilmen Trutzel and VanWinkle absent. First reading passed.

Ms. Ledford read Bill No. 2018-39: **An ordinance of the City of Belton, Missouri, authorizing the City of Belton to approve the Kansas City Power & Light Authorization for Street Light Changes form to install, maintain, and bill for nine new streetlights along Turner Road.** Presented by Councilwoman Peek, seconded by Councilman Finn. Mayor Davis asked if these will be LED bulbs. Celia Duran, Public Works Director, said they are transitioning to them. Vote on the first reading was recorded with all present voting in favor. Councilmen Trutzel and VanWinkle absent. First reading passed.

Ms. Ledford read Bill No. 2018-40: **An ordinance of the City of Belton, Missouri authorizing and approving the Missouri Highways and Transportation Commission Municipal and Cost Apportionment Agreement between the City of Belton, Missouri and the Missouri Highways and Transportation Commission for the Routes 58 and Y Signal Transportation Improvement Project No. 735027.** Presented by Councilman Lathrop, seconded by Councilwoman Peek. Vote on the first reading was recorded with all present voting in favor. Councilmen Trutzel and VanWinkle absent. First reading passed.

RESOLUTIONS:

Ms. Ledford read Resolution R2018-25: **A resolution approving Amendment No. 1 to Task Agreement 2017-1 with CDM Smith Inc. to perform additional evaluation and engineering design for the Sanitary Sewer Stream Bank Stabilization Project in an additional not-to-exceed amount of \$17,770.00.** Presented by Councilwoman Peek, seconded by Councilman Finn. Vote on the first reading was recorded with all present voting in favor. Councilmen Trutzel and VanWinkle absent. First reading passed.

Ms. Ledford read Resolution R2018-26: **A resolution of the City of Belton, Missouri authorizing and approving Task Agreement 2018-05 with Olsson Associates under the On-Call Engineering Agreement per Ordinance 2016-4187 in the amount of \$230,841.00 to complete 100% final engineering design of the Mullen Road to North Cass Parkway Project.** Presented by Councilwoman Peek, seconded by Councilwoman Davidson. Councilman Lathrop said we are spending a lot of money engineering a lot of roads and they are not getting completed. He thought this was completed down to Cambridge. Now we are spending \$230,000 to do some more studying and engineering down where we have absolutely nothing. On top of that, when it is completed, then Belton takes over the road which means we have more road to take care of. We are needing money to do some other roads like Peculiar Drive. Can't we spend some of this money on that? It worries him that we have a 4-lane road less than a mile away, access has already been acquired, two lanes have already been built, enough room for two more lanes, another divided lane going down there with only a ½ dozens houses. He said that does not set right with him. Mayor asked if he is talking about the TDD (Transportation Development District). Councilman Lathrop said yes. Alexa Barton, City Manager, said the TDD is looking at all same things he is looking at. They didn't have all the right-of-way completed yet so they are trying to negotiate it. It wasn't completed so they are still looking at the design of the road, they ended up changing the design with four lanes down to the round-about at Cambridge. It required a different set of property right-of-way purchases and moving of electrical lines. They have taken all of that into consideration and to complete the engineering for that project through to completion is the estimated amount for this. Additional projects have been brought to the TDD but they believed their priorities were originally set so that is what they are sticking to. They understand there is a need for the outer road at Peculiar Drive but they are focusing on the widening of Mullen Road, and looking at line improvements along 58 Highway as part of those other projects that go into the TDD. They also are trying to stay true to the original intent of the TDD. They are sticking with the Mullen Road expansion and some of those initial projects. Councilman Lathrop said it has been engineered and is completely redoing what we already designed before. It is the same thing we did with Cambridge - it has been engineered twice. Ms. Barton said there were some items along the way that became difficult to do with purchase of right-of-way and temporary easements so they took those items into consideration as they were looking at the design of the road. Councilman Lathrop said he has some problems with the design and the way it is working out. Ms. Barton said she would be happy to sit down with him and explain where the TDD has been; they have been through a lot of discovery. Mayor Davis said all the money for this comes from Belton and a lot of it is not in Belton. He said we have identified them and actually built a hierarchy of roads. He would like to see the money going to Belton. Councilman Savage said we have had this design, slight changes and various things to try to get this through. We continue to go back and try to please and appease and figure out the best thing dollar wise. We've spent a lot in engineering, as Councilman Lathrop said, so how do we know this one is going to do it. Why is it different today than it was about 6 months ago? Ms. Barton said the fact that the negotiations on the corner did get completed and the property owners along the route have been firmed up. Councilman Savage asked if we have our finances firmed up and can

build it through the TDD. Ms. Barton said yes. Celia Duran, Public Works Director, said according to the acting city engineer, the title of the project still remains the same but they are not doing the work on Cass Parkway. Ms. Barton said it is more the title of the project, not the work on the road (Cass Parkway). Councilman Savage said the utilities have been a big factor in this project. Ms. Duran said because they added in the roundabout, they have to do a little more to revise it. It will cost more money but it will set us up for the future. Being no further discussion, vote on the resolution was recorded with all voting in favor except Councilman Lathrop who voted no. Councilmen Trutzel and Van Winkle absent. Resolution passed.

CITY COUNCIL LIAISON REPORTS:

Councilwoman Peek, Park Board Liaison, provided the following report:

Tree Board Update

- Tree Board meeting this Thursday - no update tonight.

Park Department Update

- Food Truck Friday in Friday, May 18th from 11am-1pm in front of High Blue Wellness Center. Bop N' Bowl is the vendor - the first and only Korean street food experience in the KC area.
- 2018 Belton Summer Camp starts Tuesday, May 29th and goes through Friday, August 10th from 6:30am-6pm weekdays. For more information, contact the High Blue Wellness Center or visit the Belton Park & Rec website.
- SummerFest, a community celebration, will be Friday, June 1st and Saturday, June 2nd at Memorial Park from 4pm-9:30pm with Saturday night fireworks at 9:30. There will be live music, food trucks, beer garden and lots of family fun for everyone.
- There will be a SummerFest Parade on Saturday, June 2, starting at 3pm. Local organizations, youth ball teams, dancers, and others are invited to join the parade! Belton Community Projects, Inc., also known as BCPI, will serve as this year's parade Grand Marshall. The parade lineup begins at 3:00 pm in Memorial Park and continues down Main Street to Central Bank. For more information contact the Belton Parks & Rec or visit their website where you can download a parade entry form.
- The 2018 Miss Belton Contest will be held in conjunction with Belton's 2nd Annual SummerFest on Friday, June 1st. Councilwoman Davidson provided information on that event.
- Councilwoman Davidson said the Miss Belton contest, sponsored by BCPI, will be Friday June 1, at 5:30 at Memorial Park in conjunction with Summerfest. As part of the Belton royalty contest overall, the junior and baby contest will be Saturday, May 26, at 10:30 A.M., at the Belton Christian Church. Applications are available on BCPI Facebook page and are due by Saturday, May 19.

MAYOR'S COMMUNICATIONS:

Mayor Davis said the Belton Chamber of Commerce golf tournament was today. Carolyn Yatsook, Economic Development Director, and Alexa Barton, City Manager were there. It was well attended. There were 31 teams. Diane Huckshorn, Chamber Executive Director, did a

phenomenal job.

CITY MANAGER'S REPORT:

Ms. Barton reminded the Council there will be a work session on June 5. Also, the Missouri Municipal League Conference is in September. Please let her or the city clerk know if you plan to attend so reservations can be made. Councilwoman Peek will be receiving an award at the conference.

May & June 2018 meetings

- 5/22 regular session – canceled
- 6/5 work session – 7:00 pm
- 6/12 regular session – 7:00 pm
- 6/19 special meeting – 7:00 pm
- 6/26 regular session – 7:00 pm

Being no further business, Councilwoman Peek moved to adjourn at 7:48 P.M. Councilman Lathrop seconded. All present voted in favor. Councilmen Trutzel and VanWinkle absent. Meeting adjourned.

Patti Ledford, City Clerk

Jeff Davis, Mayor

SECTION IV

B



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 12, 2018

DIVISION: Public Works/Transportation & Water Services

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

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

ISSUE/RECOMMENDATION:

The FY19 budget for the Public Works Transportation and Water Services Divisions includes funds to replace the Public Works brush and debris chipper. The chipper is over 20 years old and has come to the end of its useful life. At this point, the Public Works department must rent a unit which is available for approximately \$350 per day. With the number of times and critical nature of the use, this becomes uneconomical and could hamper productivity when trying to clear brush and debris resulting from storms. The requested wood chipper will be used by Water Services and Transportation for wood chipping operations.

This bid was prepared using the Missouri Department of Transportation (MoDOT) Cooperative Contract. Vermeer Great Plains was awarded the cooperative contract for the 2018 Vermeer BC1000XL brush and debris chipper at a cost of \$30,972.00. This brush and debris chipper meets the needs and requirements for the City of Belton Public Works Department.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Vermeer Great Plains	
Amount of Request/Contract:	\$	30,972.00 (\$ 10,324.00 from each funding source)
Amount Budgeted:	\$	42,000.00
Funding Source:	660-0000-495-7400, 662-0000-495-7400 & 225-0000-495-4700 (Water, Wastewater, & Street Capital Outlay)	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	n/a

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve motion to purchase a Vermeer BC1000XL Brush and Debris Chipper from Vermeer Great Plains for the purchase price of \$30,972.00 using the Missouri Department of Transportation Cooperative Contract.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Vermeer Great Plains Quote
- MoDOT – Brush and Debris Chipper Information



An Employee Owned Company

Olathe, KS
(913) 782-3855

Goddard, KS
(316) 794-3500

Brookline, MO
(417) 886-3500

Oklahoma City, OK
(405) 478-2900

Catoosa, OK
(918) 266-3300

Ship To: SAME AS BELOW

Invoice To: BELTON WASTE WATER TREATMENT
21200 S. MULLEN RD.
BELTON MO 64012

Branch 01 - OLATHE		
Date 05/07/2018	Time 11:16:53 (O)	Page 1
Account No. BEL002	Phone No.	Estimate No. 001364
Ship Via	Purchase Order	
Tax ID No. 12486710	NON-EXPIRING	
CHAD REYNOLDS		Salesperson CR2

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 05/31/2018 Amount

Stock #: E005362 Serial #: 1VRY11196J1026309 27615.00

New 2018 VM BC1000XL
New 2018 VERMEER BC1000XL BC1000XL 3.0L GAS DOMESTIC VALUE P
-420 BC1000XL 3.0L GAS 12" capacity drum style
brush chipper includes 89 HP, 3.0L gas engine;
isolated engine and cutter housing; 12" x 17"
feed opening; high coolant temperature and low
oil pressure automatic shutdown; LED trailer
lighting; live hydraulics; horizontal feed
roller; SmartFeed; ECO Idle; 20 gallon fuel tank;
lockable engine shield; jack; infeed table with
lower feed stop bar.
-027 5200LBS (DOM) AXLE, 16" TIRES, TONGUE, HITCH
includes 5200 lbs Torflex axle with electric
brakes; telescoping tongue; pintle hitch;
break-away switch and 6-bolt ST235/80R16 LRE
-019 BASIC DISCHARGE DEFLECTOR
-086 BASIC SOUND REDUCTION single-layer infeed
curtain and standard discharge chute
-074 BC1000XL 3.0L GAS INSTRUMENTATION PANEL
includes multifunction electronic display and
fuel gauge
****INCLUDING THE FOLLOWING OPTIONS****
BC1000XL20VP BC1000XL 3.0L GAS
DOMESTIC VALUE PACKAGE

Miscellaneous Charges/Credits

=====

DEALER FRT / PREP	Qty: 1	Price: 550.00	550.00
CONFIDENCE PLUS WARRANTY	1	2807.00	2807.00

Subtotal: 30972.00
Quote Total: 30972.00

Authorization: _____
***** WARRANTY *****



An Employee Owned Company

Olathe, KS (913) 782-3655 Goddard, KS (316) 794-3500 Brookline, MO (417) 886-3500 Oklahoma City, OK (405) 478-2900 Catoosa, OK (918) 266-3300

Ship To: SAME AS BELOW

Invoice To: BELTON WASTE WATER TREATMENT
21200 S. MULLEN RD.
BELTON MO 64012

Branch 01 - OLATHE		
Date 05/07/2018	Time 11:16:53 (O)	Page 2
Account No. BEL002	Phone No.	Estimate No. 001364
Ship Via	Purchase Order	
Tax ID No. 12486710	NON-EXPIRING	
CHAD REYNOLDS		Salesperson CR2

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 05/31/2018 Amount

1 YEAR 1,000 HOUR WARRANTY - STANDARD & INCLUDED
*****PREMIUM CONFIDENCE PLUS*****
3 YEAR PARTS & LABOR (INCLUDES 4 MAINTENANCE PACKAGES) -
PRICED

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HOME >> BUSINESS >> SURPLUS >> FLEET%20BUYERS%20Web%20Page >> BRUSH AND DEBRIS CHIPPER

Brush and Debris Chipper

Contract Number and Documents	Description	Bid Opening Date	Expiration Date	Bid Tabulation
8" - 22" Chippers Addendum 001 Addendum 002	3-140613TV Chippers	6/13/2014 6/17/14 @ 2:00 p.m.	6/30/2017 6/30/2018	RFP 3-140613TV Brush Chippers 3rd Renewal Bid Tab <u>Vendor Provided Specifications, Warranty and Optional Items</u> Altec Industries Specs KC Bobcat Specs & Optional Eqmt. Mechanical ROW Equipment Co. Specs & Additional Options Vermeer Great Plains-Brookline Specifications Vermeer Great Plains-Olathe Specifications <u>Vendor Provided Brush Chipper Literature</u> Altec Literature Bandit Literature Terex Literature Vermeer Literature

The documents are provided in Acrobat Reader format. Free Acrobat Reader download

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General Services

Materials/Services/Supplies Bidding	Equipment/Fleet Bidding	Building Construction/Maintenance	M/W/DBE Vendor Resources	Vendor Registration	Surplus Disposal Info
---	---	---	--	-------------------------------------	---------------------------------------

The Division of General Services on behalf of the Missouri Department of Transportation is dedicated to supporting our Partners needs for materials, services, supplies, equipment and building construction and maintenance. This web page is intended to provide the vending community the most up to date Non-Roadway and Bridge Construction bidding opportunity information.

The following briefly describes the type of information located under each of the tabs (links) above:

- **Materials/Services/Supplies Bidding** - Find statewide competitive bidding opportunities for various commodities and services required for the day to day operation of the Missouri Department of Transportation.
- **Equipment/Fleet Bidding** - Find statewide competitive bidding opportunities for vehicles and light and heavy duty equipment.
- **Building Construction/Maintenance Bidding** - Find statewide competitive bidding opportunities for building construction, maintenance, repairs and site improvements.
- **M/W/DBE Vendor Resources** - Locate information related to statewide vendor information and resources.
- **Vendor Registration** - Locate the various vendor registration forms and information.
- **Surplus Disposal Information** - Locate the latest information related to the sale of surplus property.



District Reference Map

To Contact Us Click Here...

- [Jefferson City MoDOT Bldg. Locations Map](#)
- [Construction/Highway Bidding](#)
- [Research Bidding](#)

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Missouri Department of Transportation
 Central Office
 105 W. Capitol Avenue
 Jefferson City, MO 65102
 1-888-ASK-MODOT (275-6636)
 1-866-831-6277 (Motor Carrier Services)
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Department of Transportation
Missouri's Department of Transportation



General Services

[Fleet Archives](#)

Bid Items Listing Index Page

**See below for all Archive and Bids Posted prior to April 1, 2017

**Effective April 1, 2017, All General Service Bidding Opportunities will be posted via MissouriBUYS.

[Click here for MissouriBUYS MoDOT Bid Opportunities](#)

****Note: It is the responsibility of the bidder to access MoDOT's website and/or MissouriBUYS in order to obtain any and all addenda(s) issued during the course of this RFB Process.**

Equipment Bidding Opportunities

Details of the procurement of road and off road of Missouri's transportation infrastructure, are covered on this web page.

Staff at the Missouri Department of Transportation execute these procurement functions in accordance with applicable statutes, and maximizes competitive procurement and awards on all its contracts.

Listed below are links to notifications for current competitive solicitations. Information on these solicitation opportunities are updated on a regular basis. To have a bid or proposal document mailed to you, please contact the Buyer listed on the notification. Most solicitation documents can also be e-mailed upon request.

Bidders may review and download the official bid document that includes the applicable requirements, detailed specifications, and Terms and Conditions. In the event of any discrepancy, the official bid document, filed with the MoDOT General Services office, will govern.

- Aerial Units
- Augers
- Backhoes and Loaders
- Brush and Debris Chipper
- Chip Spreader
- Concrete Wheel Saw
- Crane Carrier
- Cranes
- Distributor, Truck/Trailer
- Drills
- Emergency Response Lighting
- Equipment Disposal Services
- Excavators
- Forklifts
- Road Rake/Litter Picker
- Rollers
- Sewer Cleaner
- Single and Tandem Axle Dump Trucks
- Used Single and Tandem Axle Dump Trucks
- Skid Steer
- Snow Plows
- Sprayers, Truck Mounted
- Sprayers, Skid Mounted
- Spreaders
- Strippers
- Sweepers
- Tractors Lease/Purchase
- Tractor Trailers

- Hybrid Bus
- Light Duty Vehicles (1/2 Ton P.U., SUV, Passenger Cars)
- Medium Duty Trucks, Vehicles, Vans, and Carryalls (8,600 to 19,500 GVW)
- Melter Applicator and Pavement Cutter
- Motorgraders
- Mowers
- Multimodal
- Paver Shaver Grader Mounted
- Trailer, Low Boy - 35 Ton
- Trailers
- Tree Trimmer
- Truck Mounted & Trailer Mounted Attenuators (TMA & TrMA)
- Under Bridge Inspection Units
- Utility Trucks
- Vans

Details of the procurement of supplies, materials, equipment and professional or general services, except for those required for construction of Missouri's transportation infrastructure, are covered in the links on this web page. Staff at the Missouri Department of Transportation executes these procurement functions in accordance with applicable statutes, and maximizes competitive procurement and awards on all its contracts.

GENERAL DISCLAIMER

The Vendor is advised that attachments and amendments may exist to this document which provide additional information and instruction for the Vendor's reference. It is the sole responsibility of the Vendor to ensure he/she is in possession of all required attachments and amendments. **The Vendor shall not be relieved of any responsibility for performance under the contract due to the failure of the vendor to obtain copies of the attachments and/or amendments.**

All vendors' responses **MUST** be submitted in a sealed, hard copy form prior to the closing date and time indicated. It shall be the vendor's responsibility to be sure they are in receipt of all amendments, if any are issued. All responses are subject to the terms and conditions set forth by the Missouri Highways and Transportation Commission and the Missouri Department of Transportation.

Interested vendors may respond to the solicitation with their screen printed copy; however, the Vendor will need to contact the Buyer of Record as indicated on the front page of the documents in order to be placed on the bid list.

For more information or technical support, contact MoDOT General Services at 573-526-2744 or send an email.



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SECTION IV

C



CITY OF BELTON

CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 12, 2018

DIVISION: Public Works/Transportation

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

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

ISSUE/RECOMMENDATION:

The FY19 budget includes funds to replace 1,083 regulatory signs (excluding sign posts and anchors) within the City of Belton to meet the current Federal Highway Administration’s (FHWA) Manual of Uniform Traffic Control Devices (MUTCD) regulations to meet retroreflectivity (night visibility) requirements. The City approved the MUTCD, latest revised edition, as the standard for managing and maintaining traffic control devices on public roads as part of adoption of the Public Works Department Transportation Operations policy per Resolution R2013-31. At present, 476 of 1,559 existing regulatory signs meet current MUTCD regulations. Purchasing these signs will complete this important project.

Staff from the Transportation Division obtained three quotes using national sign company vendors that are used by the majority of cities within the Kansas City Metro area. Quotes were received from National Sign Company (\$22,535.32), Newman Signs, Inc. (\$22,222.97), and Traffic Signs.com (\$29,681.53). Newman Signs, Inc. was chosen because they had the lowest and most responsible bid of \$22,222.97.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Newman Signs Inc.	
Amount of Request/Contract:	\$	22,222.97
Amount Budgeted:	\$	22,500.00
Funding Source:	225-0000-495-7300 (Street Capital Outlay)	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	n/a

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a motion to purchase 1,083 regulatory signs from Newman Signs Inc. for a total purchase price of \$22,222.97.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- National Sign Company Quote
- Newman Signs, Inc. Quote
- Traffic Signs.com Quote

National Sign Company

PO Box 25, Ottawa, KS 66067

Phone: 785-242-4111 Fax: 785-242-4113

E-mail: nationalsigncompany@juno.com

QUOTE

DATE: May 10, 2018

TO: City of Belton, MO

ATTN: Thomas Dempsey II

FROM: Laurie Miller

Quantity:

Description:

HIGH INTENSITY PRISMATIC/.080 ALUMINUM

400	R1-1	30x30 STOP R/W	26.71	10,684.00
50	R2-1-15	24x30 SPEED LIMIT 15 B/W	22.40	1,120.00
150	R2-1-25	24x30 SPEED LIMIT 25 B/W	22.40	3,360.00
100	R2-1-35	24x30 SPEED LIMIT 35 B/W	22.40	2,240.00
8	R2-1-45	24x30 SPEED LIMIT 45 B/W	22.40	179.20
20	R1-2	36x36x36 YIELD R/W	18.54	370.80
40	R1-3P	*18x6 ALL WAY R/W	3.93	157.20
4	R3-1	24x24 NO RIGHT TURN SYMBOL R/B/W	21.07	84.28
4	R3-2	24x24 NO LEFT TURN SYMBOL R/B/W	21.07	84.28
12	R5-1	30x30 DO NOT ENTER R/W	28.98	347.76
30	R6-1L	36x12 ONE WAY-LEFT B/W	13.91	417.30
30	R6-1R	36x12 ONE WAY-RIGHT B/W	13.91	417.30
15	R7-108	12x18 2 HR PARKING 8AM TO 5 PM G/W	6.96	104.40
120	R7-52	12x18 NO PARKING THIS SIDE OF STREET R/W	6.96	835.20
80	R8-3	*24x24 NO PARKING SYMBOL R/B/W	21.07	1,685.60
10	R4-7	24x30 KEEP RIGHT SYMBOL B/W	22.40	224.00
10	R4-7B	24x30 KEEP RIGHT w/ ↗ B/W	22.40	224.00

\$22,535.32

*MUTCD now requires ALL WAY to replace 4-WAY

*R8-3 is 24x24 Square

*FOB: Destination

*Prices are valid thru May 25, 2018

*Quote No: LQ5101

*Quoting All or None



QUOTATION

Newman Signs Inc.
PO Box 1728
Jamestown, ND 58402
Phone: 800-437-9770

Prices on quote are guaranteed for 30 days

Quote #: TRFQTE003165 Anticipated Ship Date: 5/22/2018 Quote Date: 5/9/2018 Customer Number: BEL-03-012
Ship Via: DELIVERY Scheduled Ship Date: 5/29/2018 Sales Rep: Christine Wahl FOB: DESTINATION
Payment Terms: Net 30

Bill To:
CITYOF BELTON
C/O STREET DEPT
506 MAIN ST
BELTON MO, 64012

Ship To:
CITYOF BELTON
C/O STREET DEPT
1201 ST BARN LN
BELTON MO, 64012

Header Note: *****THANK YOU, TOMMY*****FREE SHIPPING*****

SEQ	Item Number/Cost Code/Description/Note	Quantity	Unit Price	Extended Price
1	T-R1-130/2A3A 30X30-.080-STD PUNCH/RAD SINGLE POST-HIP-W/R STOP	400.00	25.75	10,300.00
2	T-R2-1-1524/2K3A 24X30-0.080-1 POST STD PUNCH/RADIUS-HIP-B/W SPEED LIMIT 15	50.00	21.35	1,067.50
3	T-R2-1-2524/2K3A 24X30-0.080-1 POST STD PUNCH/RADIUS-HIP-B/W SPEED LIMIT 25	150.00	21.35	3,202.50
4	T-R2-1-3524/2K7A 24X30-0.080-1 POST STD PUNCH/RADIUS-DG3-B/W SPEED LIMIT 35	100.00	30.99	3,099.00
5	T-R2-1-4524/2K7A 24X30-0.080-1 POST STD PUNCH/RADIUS-DG3-B/W SPEED LIMIT 45	8.00	30.99	247.92
6	T-R1-236/2C3A 36X36-0.080-1 POST STD PUNCH-HIP-R/W YIELD	20.00	19.58	391.60
7	T-R1-3P18/2M3A 18X6-0.080-1 POST STD PUNCH/RADIUS-HIP-R/W ALL WAY	40.00	6.40	256.00
8	T-R3-1R24/2I3A NO RIGHT TURN SYM	4.00	18.70	74.80
9	T-R3-2L24/2I3A NO LEFT TURN SYM	4.00	18.70	74.80
10	T-R5-130/2I3A 30X30-0.080-1 POST STD PUNCH/RADIUS-HIP-R/W DO NOT ENTER	12.00	25.75	309.00

5/9/2018 7:13:35 AM



QUOTATION

Newman Signs Inc.
PO Box 1728
Jamestown, ND 58402
Phone: 800-437-9770

Prices on quote are guaranteed for 30 days

Quote #: TRFQTE003165 Anticipated Ship Date: 5/22/2018 Quote Date: 5/9/2018 Customer Number: BEL-03-012
Ship Via: DELIVERY Scheduled Ship Date: 5/29/2018 Sales Rep: Christine Wahl FOB: DESTINATION
Payment Terms: Net 30

Bill To:
CITY OF BELTON
C/O STREET DEPT
506 MAIN ST
BELTON MO, 64012

Ship To:
CITY OF BELTON
C/O STREET DEPT
1201 ST BARN LN
BELTON MO, 64012

Header Note: ****THANK YOU, TOMMY*****FREE SHIPPING****

11	T-R6-1L36/2M3A 36X12-0.080-1 POST STD PUNCH/RADIUS-HIP-B/W ONE WAY- ENC ARR L	30.00	14.30	429.00
12	T-R6-1R36/2M3A 36X12-0.080-1 POST STD PUNCH/RADIUS-HIP-B/W ONE WAY- ENC ARR R	30.00	14.30	429.00
13	SPECIALTRAFFIC T-SPD12018/2K3A (R7-108) 12X18 - .080 - HIP - SF - STD 1-POST PUNCH/STD RDS - G/W - GRN BDR - SEE ATT 1.5 EA; (R7-108) Z HOUR PARKING 8:00 AM - 5:00 PM	15.00	10.59	158.85
14	T-R7-78R2/2K3A NO P THIS SIDE OF STREET	120.00	9.20	1,104.00
15	T-R8-312/213A-2 12X12-0.080-1 POST STD PUNCH/RADIUS-HIP-R/B/W NO P SYM	80.00	8.15	652.00
16	T-R4-724/2K3A 24X30-0.080-1 POST STD PUNCH/RADIUS-HIP-B/W KEEP RIGHT SYM	10.00	21.35	213.50
17	T-R4-78R24/2K3A 24X30-0.080-1 POST STD PUNCH/STD RADIUS-HIP-B/W KEEP (ARROW OBLIQUE) RIGHT	10.00	21.35	213.50

Subtotal:	22,222.97
Tax:	0.00
Total:	\$22,222.97

5/9/2018 7:13:35 AM



Traffic Sign Corporation
75 S Owasso Blvd W
St. Paul, MN 55117
1-877-936-9998 or 651-294-8940
Fax 651-636-8889

DATE 5/8/2018

ESTIMATE # 00034500

Prepared For:

City of Belton, MO
Tommy
tdempsey@belton.org

Prepared By:

Erin Benesch
651-636-6511 Direct
erin@trafficsigns.com

QTY.	ITEM NO.	DESCRIPTION	PRICE	EXTENDED	TX.
1	757	All Signs Quoted HIP Reflective .080 Aluminum			
400	757	30" Stop Signs	\$30.20	\$12,080.00	
50	757	24x30 Speed Limit 15	\$36.66	\$1,833.00	
150	757	24x30 Speed Limit 25	\$36.66	\$5,499.00	
100	757	24x30 Speed Limit 35	\$36.66	\$3,666.00	
8	757	24x30 Speed Limit 45	\$36.66	\$293.28	
20	757	36" Yield	\$31.07	\$621.40	
40	757	12x6 4 Way	\$6.76	\$270.40	
4	757	24x24 No Right Turn	\$27.50	\$110.00	
4	757	24x24 No Left Turn	\$27.50	\$110.00	
12	757	30x30 Do Not Enter	\$41.95	\$503.40	
30	757	12x36 One Way Left	\$21.35	\$640.50	
30	757	12x36 One Way Right	\$21.35	\$640.50	
15	757	12x18 2 Hour Parking	\$10.55	\$158.25	
120	757	12x18 No Parking This Side of Street	\$10.55	\$1,266.00	
80	757	18x24 No Parking	\$20.85	\$1,668.00	
10	757	24x30 Keep Right Symbol	\$32.18	\$321.80	
10	757	24x30 Keep Right			
1	757	Freight is Delivered Single Shipment Only 10-12 Working Days			
Please note that a 2% Credit Card Fee will apply to all orders over \$500.					
By my signature, I authorize work to begin and agree to pay the amount in full according to the terms of this agreement:			SALE AMT.	\$29,681.53	
			FREIGHT	\$0.00	X
			SALES TAX	\$0.00	
			TOTAL AMT.	\$29,681.53	
			PAID TODAY	\$0.00	
Signature	Date		BALANCE DUE	\$29,681.53	

SECTION IV

E

R2018-27

A RESOLUTION APPOINTING RUSTY SULLIVAN TO THE MUNICIPAL PARK BOARD.

WHEREAS, Section 17-40 of the Belton code of Ordinances provides for the appointment of nine (9) directors to the Municipal Park Board by the Mayor of the City, subject to the approval of the City Council; and

WHEREAS, Paul Fyffe has resigned his position on the Park Board effective June 30, 2018; and

WHEREAS, Rusty Sullivan is hereby appointed to serve as a member on the Park Board to fill Paul Fyffe's unexpired term until June 1, 2019 or until his successor is appointed.

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

SECTION 1. That the following named individuals shall constitute the Municipal Park Board with terms of office as shown:

<u>NAME</u>	<u>TERM</u>
Bruce Chevalier	June 1, 2018
Mike Miller	June 1, 2018
Terry Ward	June 1, 2018
Denise Elosh	June 1, 2019
George Shrum	June 1, 2019
Rusty Sullivan	June 1, 2019
David Daniels	June 1, 2020
Marvin Mickelson	June 1, 2020
Barbara Miller	June 1, 2020
Councilman Liasion – Lorrie Peek	

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 12th day of June, 2018.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 12th day of June, 2018, and adopted at a regular meeting of the City Council held the 12th day of June, 2018 by the following vote, to-wit:

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

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



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

Date: 4-5-2018

Board/Commission of interest: Parks Board

Name: Rusty Sullivan

Phone#: 816-589-8431

Address: 117 WEST NORTH AVE

Email: rustyd.sullivan@gmail.com

Belton MO 64012

E-mail: rustyd.sullivan@gmail.com

Length of residence in Belton: 2 years + 25 years business

Why are you interested in serving on this Board or Commission? Although we have only lived in Belton for just over two years, we have had a long standing connection with our business of 25 years. Belton has always been our real home I feel that being part of the park board is another way I can give back to the community.

List other service on local boards or commission: Charter Commission

Downtown Belton main street board

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

Experience in project management, Master's in Conflict Management and analysis. 33 years in public safety and adventurer and outdoors man.

Signature: [Handwritten Signature]

SECTION IV

F

R2018-28

A RESOLUTION REAPPOINTING DAVE CLARK AND TOM MACPHERSON TO THE ENHANCED ENTERPRISE ZONE BOARD.

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

WHEREAS, Dave Clark and Tom MacPherson are hereby reappointed to the Enhanced Enterprise Zone Board until June 23, 2023 or until their successor is appointed.

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

<u>NAME</u>	<u>TERM</u>
Dr. Andrew Underwood	June 23, 2019 representing Belton School District
Dennis Williamson	June 23, 2019 representing Cass County, Missouri
William Keeney	June 23, 2021 representing the City of Belton
Ronald Branan	June 23, 2022 representing the City of Belton
Ron Peek	June 23, 2022 representing the City of Belton
Dave Clark	June 23, 2023 representing the City of Belton
Tom MacPherson	June 23, 2023 representing the City of Belton

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

Duly read and passed this 12th day of June, 2018.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 12th day of June, 2018, and adopted at a regular meeting of the City Council held the 12th day of June, 2018, by the following vote, to-wit:

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

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

SECTION IV
G

R2018-29

A RESOLUTION APPOINTING JIM BROWN AS THE CITY'S COORDINATOR IN THE IMPLEMENTATION OF THE REQUIREMENTS ASSOCIATED WITH THE AMERICANS WITH DISABILITIES ACT.

WHEREAS, the Americans with Disabilities Act was passed by the United States Congress in order to establish a clear and comprehensive prohibition of discrimination on the basis of disability; and

WHEREAS, this legislation applies to employment practices, programs, and services provided by local governments; and

WHEREAS, the Americans with Disabilities Act (ADA) establishes certain procedural requirements to insure compliance; and

WHEREAS, in 1992 the Assistant City Manager, Brad Foster, was appointed as the ADA Coordinator and upon his retirement this designation has remained unfilled; and

WHEREAS, the Building Official has a significant amount of knowledge regarding building standards as it relates to ADA compliance and therefore, is the best position to designate as the official ADA coordinator.

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

SECTION 1. Jim Brown, City Building Official, is hereby appointed to serve as the City's Americans with Disabilities Act Coordinator in order to implement the procedural requirements of this legislation.

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

Duly read and passed this 12th day of June, 2018.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 12th day of June, 2018, and adopted at a regular meeting of the City Council held the 12th day of June, 2018 by the following vote, to-wit:

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

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

SECTION IV

H

R2018-30

A RESOLUTION APPOINTING LORRIE PEEK TO SERVE ON THE CODE ENFORCEMENT ADVISORY COMMITTEE AS THE CITY COUNCILMAN LIAISON.

WHEREAS, the Belton City Council approved the formation of a Code Enforcement Advisory Committee and the associated bylaws by Resolution R2012-33 on May 8, 2012; and

WHEREAS, the Committee members are appointed by the Mayor with the approval of the City Council; and

WHEREAS, Robert Newell was not reelected to the City Council on April 3, 2018, and therefore resigned his position on the Code Enforcement Advisory Committee as the City Council Liaison; and

WHEREAS, Lorrie Peek is hereby appointed to serve as a member on the Code Enforcement Advisory Committee as City Council Liaison to fill Robert Newell's unexpired term until August 14, 2018.

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 Code Enforcement Advisory Committee, being appointed for three (3) year terms, or until their successor(s) is/are duly appointed:

<u>NAME</u>	<u>TERM</u>
Steve Crull	August 14, 2018
Steve Deere	August 14, 2018
Rosemary Howard	August 14, 2018
Tom MacPherson	August 14, 2018
Keith A. Richardson	August 14, 2018
George Sands	August 14, 2018
Steve Holt	August 14, 2018
Chris Whorton	August 14, 2018
Lorrie Peek, Council Liaison	August 14, 2018

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

Duly read and passed this 12th day of June, 2018.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 12th day of June, 2018, and adopted at a regular meeting of the City Council held the 12th day of June, 2018 by the following vote, to-wit:

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

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

SECTION VI
D

AN ORDINANCE APPROVING AN AMENDMENT TO THE CITY'S ZONING MAP FROM C-2 PUD (GENERAL COMMERCIAL PLANNING UNIT DEVELOPMENT) TO FCI (FLEX COMMERCIAL / INDUSTRIAL) DISTRICT, FOR A 149.66 ACRE TRACT OF LAND LOCATED SOUTH OF 155TH STREET AND NORTH OF 162ND STREET ON THE EAST FRONTAGE ROAD OF INTERSTATE 49, BELTON, CASS COUNTY, MISSOURI.

WHEREAS, NorthPoint Development submitted a request to rezone the 149.66 acre tract of land located south of 155th Street and north of 162nd Street on the east frontage road of Interstate 49 from C-2 PUD (General Commercial Planned Unit Development) to FCI (Flex Commercial / Industrial) zoning classification, legally described as follows:

Part of Lot 1 of the Northwest Quarter, and part of the Southwest Quarter, all in Section 1, Township 46 North of the Baseline, 33 West of the Fifth Principal Meridian, Belton, Cass County, Missouri, described as follows: Commencing at the Southeast corner of the Southwest Quarter of said Section 1; thence North 02 degrees 30 minutes 02 seconds East on the East line of said Southwest Quarter, 835.81 feet to the North right-of-way line of 162nd Street, and the point of beginning; thence North 85 degrees 41 minutes 10 seconds West on said North right-of-way line, 1,354.87 feet to the East right-of-way line of U.S. Highway 71; thence North 04 degrees 00 minutes 31 seconds East, on said East right-of-way line, 8.68 feet to an angle point in said East right-of-way line, being 280 feet left of Highway 71 centerline Station 77+31; thence North 85 degrees 23 minutes 51 seconds West on said East right-of-way line, 176.62 feet to an angle point in said East right-of-way line, being 117 feet left of centerline Station 76+63; thence North 18 degrees 02 minutes 32 seconds West on said East right-of-way line, 146.04 feet to the East line of a tract described in Book 540, Page 192 at the Cass County Recorder's Office; thence South 03 degrees 27 minutes 49 seconds West on said East right-of-way line and East line of said tract, 27.28 feet to an angle point in said East right-of-way line; thence North 18 degrees 02 minutes 32 seconds West on said East right-of-way line, 1,294.42 feet to the North line of said tract; thence South 85 degrees 34 minutes 06 seconds East on said East right-of-way line and the North line of said tract, 100.64 feet to an angle point in said East right-of-way line; thence North 18 degrees 02 minutes 32 seconds West on said East right-of-way line, 1,556.39 feet to a point of curvature being 200 feet left of centerline Station 47+30, also being 50 feet left of Highway 71 Outer Road Station 47+30; thence Northwesterly on a curve to the right on said East right-of-way line (said curve having a radius of 1,096.00 feet, a chord bearing of North 09 degrees 02 minutes 32 seconds West, a chord distance of 342.90 feet, and an initial tangent bearing of North 18 degrees 02 minutes 32 seconds West), an arc length of 344.32 feet to a point of tangency, being 50 feet left of Highway 71 Outer Road Station 43+70; thence North 00 degrees 02 minutes 32 seconds West on said East right-of-way line, 63.01 feet to the North line of Lot 1 of the Northwest Quarter of said Section 1; thence South 85 degrees 28 minutes 47 seconds East on said North line, 2,554.63 feet to the Northeast corner of Lot 1; thence South 02 degrees 29 minutes 12 seconds West on the East line of said Lot 1, 1,320.18 feet to the Northeast corner of the Southwest Quarter of said Section 1; thence South 02 degrees 30 minutes 02 seconds West, 1,822.34 feet to the point of beginning.

WHEREAS, the subject property is the former Southview Golf Course, a 149.66 acre property. The site is primarily vacant; and

WHEREAS, under the Unified Development Code Section 20-1- Land Use Applications and Procedures provides that the City Council may, by ordinance, amend, supplement, change or modify zoning district boundaries; and

WHEREAS, notice of the public hearing was published in the Cass County Democrat on April 27, 2018; and

WHEREAS, a public hearing was held before the Belton Planning Commission on May 21, 2018 in accordance with the provisions of the Unified Development Code Section 20-2- Procedure for Zoning Map and Text Amendments; and

WHEREAS, the Unified Development Code Section 20-3- Findings of Fact, provides criteria for findings of fact to be used with zoning map amendments; and

WHEREAS, the Belton Planning Commission voted to recommend approval of the application to the City Council by an eight to one vote; and

WHEREAS, the City Council believes it is in the best interest of the City to rezone this tract of land to the FCI (Flex Commercial / Industrial) District.

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

Section 1. That the City Council approves the rezoning of the subject property from C-2 PUD (General Commercial Planned Unit Development) to FCI (Flex Commercial / Industrial) zoning classification, subject to the following conditions:

- a. The rezoning and preliminary plan, is approved as shown on Southview Commerce Center Preliminary Plat and Preliminary Development Plan, dated April 4, 2018 by Olsson Associates/Engineering/Surveying.
- b. Final development plans and final plats shall be submitted for each phase of construction, as required in Section 20.6 of the UDC.
- c. A final landscape plan shall be submitted with the first phase Final Development Plan, indicating compliance with the North Scott Corridor Overlay District + Guidelines, signed and sealed by a registered Landscape Architect.
- d. The final landscape design have a revised berm and landscape design with an increased berm height and integrating a six foot wood fence into the landscape design for additional screening.
- e. The 8 foot multi-use trail shall be constructed and completed with each final plat and plan of development.
- f. The office/entry areas at the corners have a revised design to better address the requirements, of the North Scott Corridor, as a way to distinguish the office/entry areas from the overall length of the building. The North Scott Corridor Overlay District + Guidelines suggests such

things as cornice lines and awnings. Any such changes can be considered with a final development plan.

- g. A photometric plan shall be submitted with the first phase Final Development plan
- h. Details on exterior building lighting shall be submitted with Final Development plans.
- i. Each building shall have connecting sidewalks to the multi-use trail, shown on the Final Development Plan.
- j. Trash containers and outside storage shall be permitted at the Southview Commerce Center in locations not visible from public-right-of-way.
- k. Noise shall be regulated by Chapter 14, Nuisances, Article IV Noise of the City Code of Ordinances, and no such noise level shall exceed 55 decibels at the property line abutting residential use.
- l. Stormwater management/detention is preliminarily approved as described in Preliminary Stormwater Management Study, by dated April 2018 by Olsson Associates.

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

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

Section 4. That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

PUBLIC HEARING AT PLANNING AND ZONING: May 21, 2018

READ FOR THE FIRST TIME: June 12, 2018

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2018.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 12th of June, 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 _____, 2017, after the second reading thereof by the following vote, to-wit:

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

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 12, 2018

DIVISION: Economic Development and Planning
& Building Department

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

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

ISSUE/RECOMMENDATION: This City Council Information Form pertains to agenda items necessary for approval to facilitate redevelopment of the former Southview Golf Course. NorthPoint Development has requested the following:

1. *A rezoning from C-2 PUD, General Commercial Planned Unit Development to FCI Commercial/Industrial District, and a preliminary development plan.*
2. *A Special Use permit for warehousing.*
3. *An amendment to the North Scott Corridor District + Guidelines to allow General Industrial uses in the FCI Flex Commercial/Industrial District.*
4. *An ordinance approving a plan for an industrial development project for NorthPoint Development, LLC.*
5. *An ordinance approving a development and performance agreement for an industrial development project for NorthPoint, LLC.*

PROPOSED CITY COUNCIL MOTION: It is recommended that the City Council approve the five ordinances listed on the agenda for NorthPoint Development to provide the approvals necessary for the Southview Commerce Center.

BACKGROUND: The former Southview Golf Course was rezoned to a C-2 PUD, General Planned Unit Development District in 2008. The approved plan was for a commercial/residential mixed-use development, Boardwalk of Belton. This project did not proceed, and the site has been vacant with the existing C-2 PUD zoning since that time.

Presently, the applicant, NorthPoint Development, is proposing to rezone the property to the Flex Commercial/Industrial District of the North Scott Corridor Overlay District + Guidelines. The Flex/Commercial Industrial District is designed to allow a variety of industrial or commercial uses in a planned environment with a higher degree of architectural design, site planning and landscaping.

The preliminary plan submitted with the rezoning application provides for five speculative buildings to be used for a variety of industrial/distribution/warehouse/office uses. The five buildings range in size from 296,000 square feet to 620,000 square feet. The total building square footage proposed is 2,146,000 square feet. Please see the attached preliminary development plan for details on the buildings and construction phasing.

IMPACT/ANALYSIS: The former Southview Golf Course has been vacant for an extended period of time, and its neglected state is having an adverse impact on the community. The property is generating only minimal real estate taxes. It is in the public interest to facilitate redevelopment of the property in a manner that affects the fewest number of people. Upon completion, the project will generate a \$105 million investment, and create 1,400 jobs with a \$58 million annual payroll.

PLANNING COMMISSION RECOMMENDATION, ACTION, AND DATE: The Planning Commission considered the request at a public hearing on May 21, 2018. After evidence and testimony, the Planning Commission voted eight to one to recommend approval of the requests to the City Council.

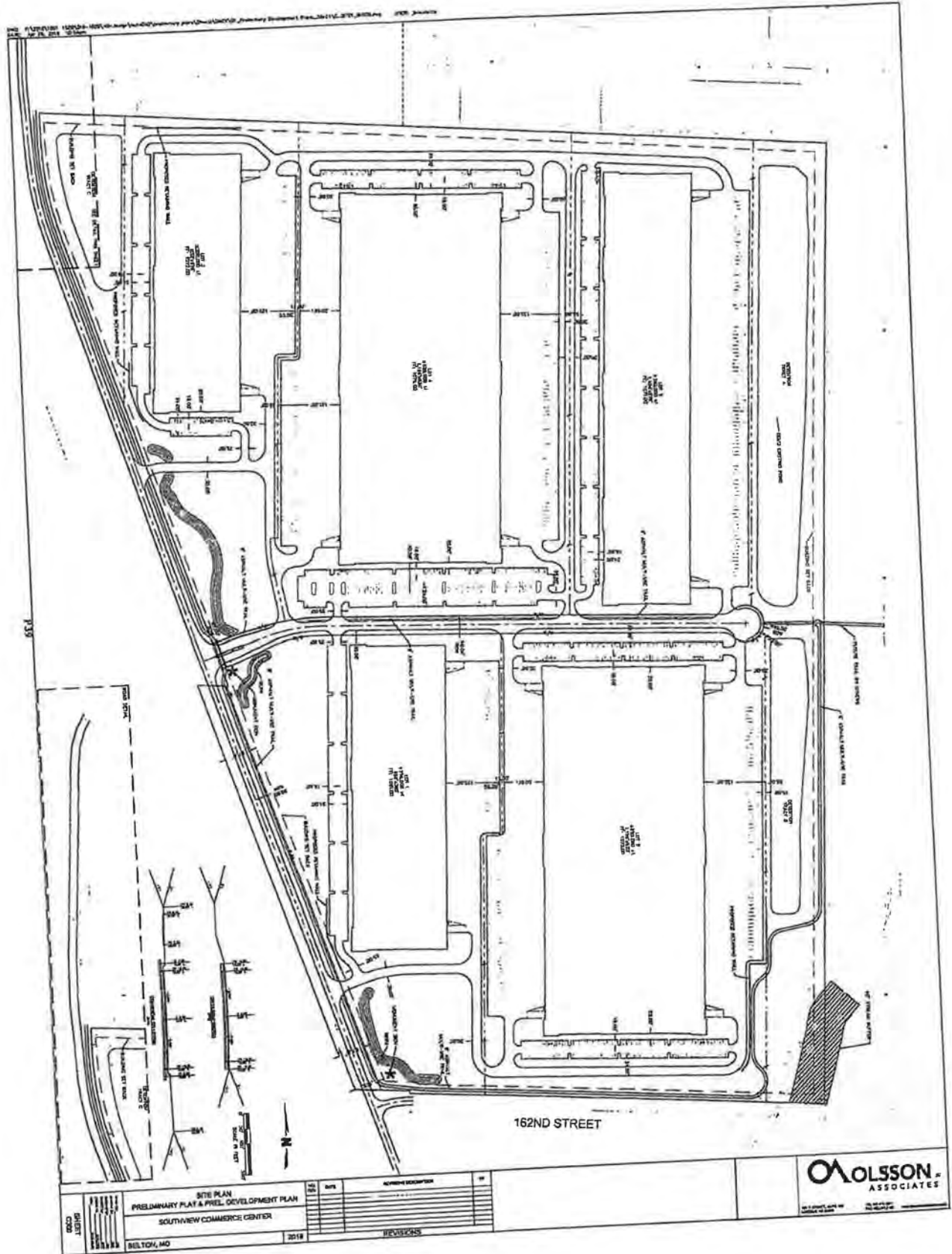
PUBLIC INPUT: At the public hearing, 14 residents spoke in opposition to the request. These residents had concerns about the impact of the development on property values, noise, stormwater management and traffic.

Five individuals representing local business and civic groups spoke in support of the application and the proposed development.

Senator Ed Emery, Congresswoman Vicky Hartzler, and State Representative Jack Bondon submitted letters in support of the application. Those letters are attached.

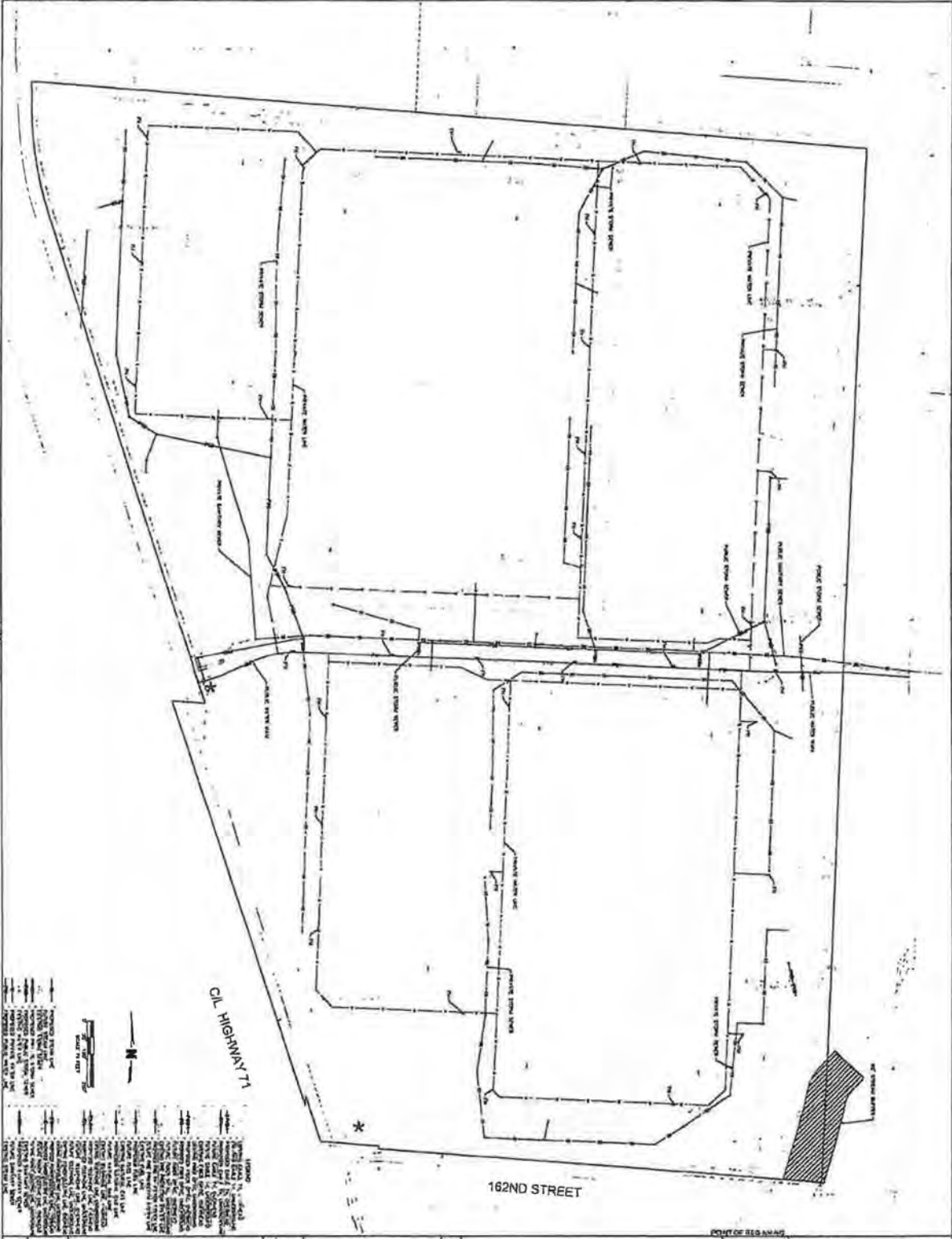
LIST OF REFERENCE DOCUMENTS ATTACHED:

1. Preliminary Development Plan/landscaping/building elevations
2. Letters of support
3. Southview Commerce Center Noise Study
4. Industrial Development Plan (*attached to Bill No. 2018-44, page 83*)
5. Development and Performance Agreement (*attached to Bill No. 2018-45, page 103*)



SHEET NO. 101 OF 101	SITE PLAN PRELIMINARY PLAN & PREL. DEVELOPMENT PLAN SOUTHVIEW COMMERCE CENTER	DATE 2018	REVISIONS
	BELTON, MO	2018	REVISIONS

MOLSSON ASSOCIATES



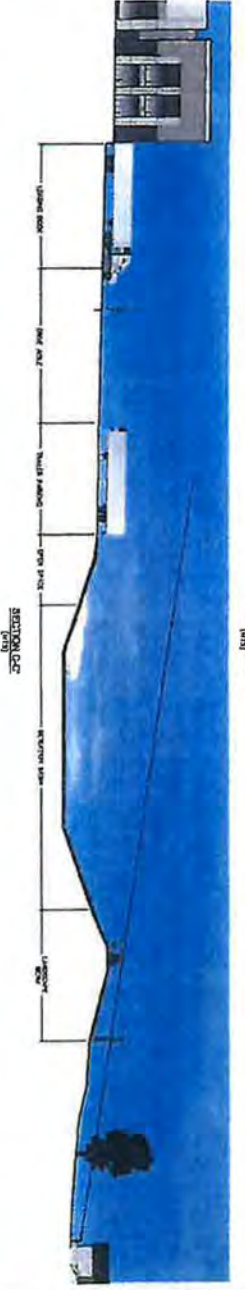
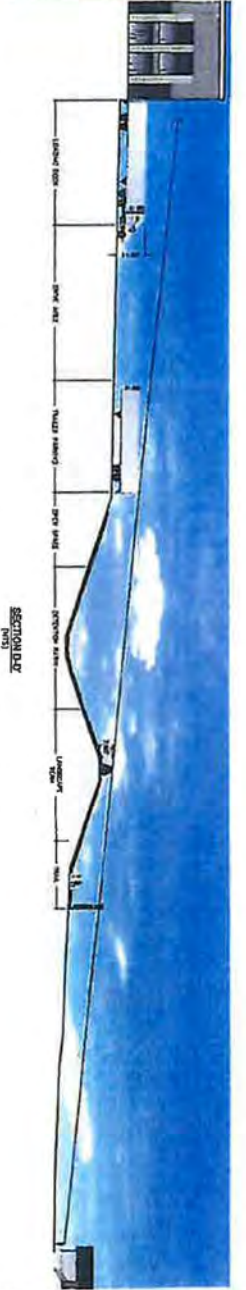
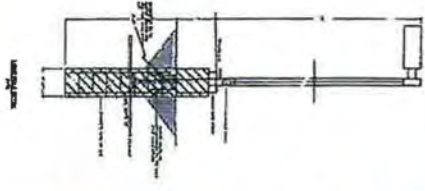
CL HIGHWAY 71

162ND STREET

UTILITY PLAN
 PRELIMINARY PLAT & PREL. DEVELOPMENT PLAN
 SOUTHVIEW COMMERCE CENTER

DATE: 10/10/2010
 TIME: 10:10:10 AM
 USER: J...
 PROJECT: SOUTHVIEW COMMERCE CENTER
 SHEET: 1010101-1010101.dwg

<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION							<p>DATE: 10/10/2010</p> <p>TIME: 10:10:10 AM</p> <p>USER: J...</p>	<p>POINT OF BEGINNING</p>	<p>MOLSSON ASSOCIATES</p> <p>1010101-1010101.dwg</p>
	NO.	DATE	DESCRIPTION									
<p>UTILITY PLAN PRELIMINARY PLAT & PREL. DEVELOPMENT PLAN SOUTHVIEW COMMERCE CENTER</p>	<p>DATE: 10/10/2010</p> <p>TIME: 10:10:10 AM</p> <p>USER: J...</p>	<p>POINT OF BEGINNING</p>	<p>MOLSSON ASSOCIATES</p> <p>1010101-1010101.dwg</p>									



Legend

Plantings

- Planting Schedule
- Planting Details
- Planting Notes

Materials

- Material Schedule
- Material Details
- Material Notes

Other

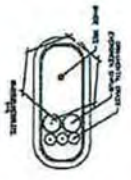
- Other Schedule
- Other Details
- Other Notes

Planting Schedule

Planting	Quantity	Notes
...

Material Schedule

Material	Quantity	Notes
...



P43

REVISIONS

NO.	DATE	DESCRIPTION

PROJECT

LANDSCAPE DETAILS
PRELIMINARY PLAN & PREL. DEVELOPMENT PLAN
SOUTHVIEW COMMERCIAL CENTER

BELTON, MO **2018**

MOLSSON ASSOCIATES



studio Nordh

ARCHITECTS
1000 15th Street, NW
Washington, DC 20004
Tel: 202.462.1100
www.studioprd.com

DATE: 08/14/2009

PROJECT:

CLIENT:

LOCATION:

SCALE:

DATE:

BY:

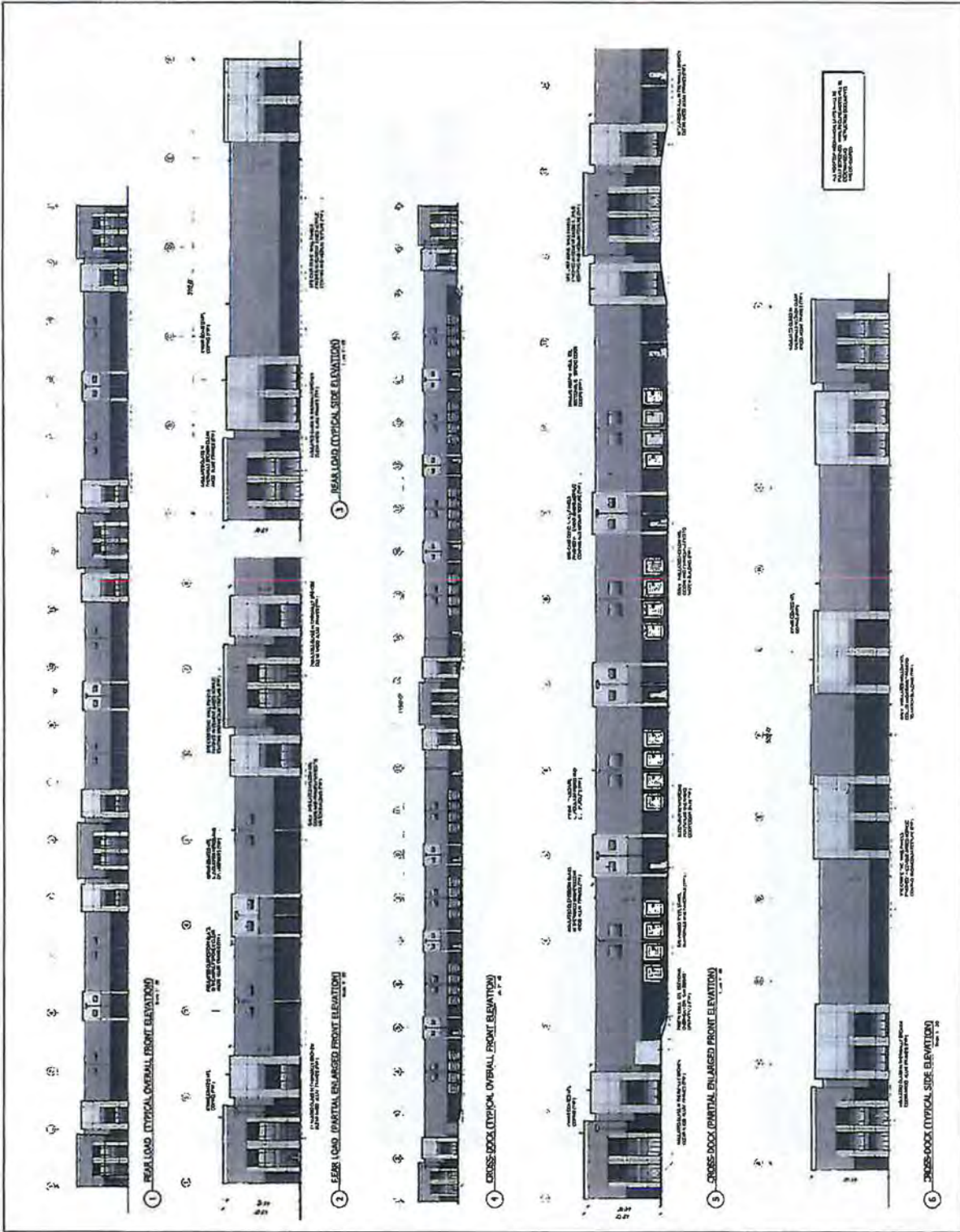


Southwest
Commerce Center

1000 15th Street, NW
Washington, DC 20004
Tel: 202.462.1100
www.southwestcommercecenter.com

Primary
Not For Construction

A4.01
ELEVATIONS



ED EMERY
DISTRICT 31

STATE CAPITOL, ROOM 420
JEFFERSON CITY, MISSOURI 65101
TELEPHONE: 573-751-2108
FAX: 573-751-2146
ED.EMERY@SENATE.MO.GOV



MISSOURI SENATE
JEFFERSON CITY

COMMITTEES:
COMMERCE, CONSUMER PROTECTION,
ENERGY & THE ENVIRONMENT - CHAIR
GOVERNMENT REPORT
GUBERNATORIAL APPOINTMENTS
EDUCATION
JUDICIARY & CIVIL & CRIMINAL
JURISPRUDENCE

May 07, 2018

Planning Commission
Belton City Hall Annex
520 Main Street
Belton, MO 64012

Dear Members of the Planning Commission,

Please accept this letter in support of the NorthPoint Development proposal to redevelop the former Southview Golf Course in Belton into a new 148-acre industrial campus. The benefit from this project would greatly impact the area, providing up to 1,400 jobs for the region. These jobs are estimated to generate an annual wage impact of up to \$58 million.

It is my understanding that this new industrial campus would consist of five buildings, each ranging from 235,000 to 622,000 square feet. The Southview Golf Course, the proposed site, has sat vacant for over ten years. Tax revenue generated from the former golf course for the school district, the city of Belton, Casco Area Workshop, and Metropolitan Community College declined to around \$4,000 a year total. The proposed \$105.5 million project, combined with 1,400 new jobs, could generate significant new revenue for the community while spurring economic growth in the rapidly growing community.

For these stated reasons of job creation, revenue growth, and economic output, I urge your consideration to approve this development project as it is presented.

Sincerely,


Ed Emery

VICKY HARTZLER
4TH DISTRICT, MISSOURI

COMMITTEE ON ARMED SERVICES
CHAIRWOMAN, SUBCOMMITTEE ON
OVERSIGHT AND INVESTIGATIONS

COMMITTEE ON AGRICULTURE
WWW.HARTZLER.HOUSE.GOV



Congress of the United States
House of Representatives
Washington, DC 20515-2504

2235 RAYBURN BUILDING
WASHINGTON, D.C. 20515
(202) 225-2876

2415 CARTER LANE, SUITE 4
COLUMBI, MO 65201
(573) 442-9311

1909 NORTH COMMERCIAL STREET
HARRISONVILLE, MO 64701
(816) 884-3411

219 NORTH ADAMS AVENUE
LEBANON, MO 65536
(417) 532-5582

May 21, 2018

Planning Commission
Belton City Hall Annex
520 Main Street
Belton, MO 64012

Dear Members of the Planning Commission,

Please accept this letter in support of the NorthPoint Development proposal to redevelop the former Southview Golf Course in Belton into a new 148-acre industrial campus. The benefit from this project would greatly impact the area, providing up to 1,400 jobs for region. These jobs are estimated to generate a potential annual wage impact of \$58 million.

It is my understanding that this new industrial campus would consist of five buildings, each ranging from 235,000 to 622,000 square feet. The Southview Golf Course, the current site of where the project would be built, has sat vacant for over ten years. Because of this, tax revenue generated from the former golf course for the school district, the city of Belton, Casco Area Workshop, and Metropolitan Community College was only around \$4,000 a year total. This new proposed \$105.5 million project, combined with its potential of it creating 1,400 new jobs, could generate a substantial amount of revenue for the community while spurring tremendous economic growth in an already rapidly growing community.

For these stated reasons of job creation, revenue growth, and economic output, I urge your consideration to approve this development project as it is presented.

Very Truly Yours,

A handwritten signature in blue ink that reads "Vicky Hartzler".

Vicky Hartzler
Member of Congress

CAPITOL OFFICE
State Capital
201 West Capitol Avenue
Jefferson City, MO 65101-6806
Tele: (573) 751 2175
Fax: (573) 522 0456
E-Mail:
Jack.Bondon@house.mo.gov



COMMITTEES
Financial Institutions
Utilities
Rules - Legislative Oversight

MISSOURI HOUSE OF REPRESENTATIVES
JACK BONDON

State Representative
District 56

May 21, 2018

Planning Commission
Belton City Hall Annex
520 Main Street
Belton, MO 64012

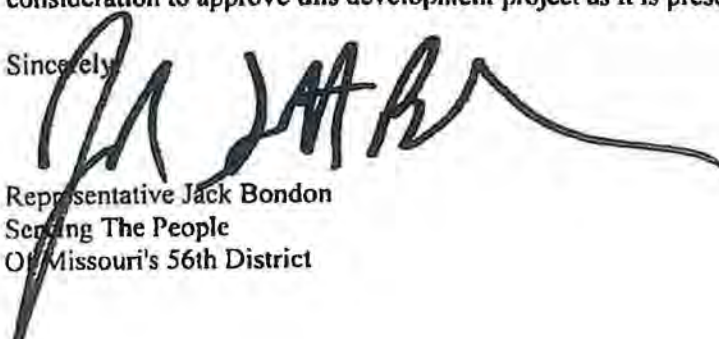
Dear Members of the Planning Commission,

Please accept this letter in support of the NorthPoint Development proposal to redevelop the former Southview Golf Course in Belton into a new 148-acre industrial campus. The benefit from this project would greatly impact the area, providing up to 1,400 jobs for region. These jobs are estimated to generate a potential annual wage impact of \$58 million.

It is my understanding that this new industrial campus would consist of five buildings, each ranging from 235,000 to 622,000 square feet. The Southview Golf Course, the current site of where the project would be built, has sat vacant for over ten years. Because of this, tax revenue generated from the former golf course for the school district, the city of Belton, Casco Area Workshop, and Metropolitan Community College was only around \$4,000 a year total. This new proposed \$105.5 million project, combined with its potential of it creating 1,400 new jobs, could generate a substantial amount of revenue for the community while spurring tremendous economic growth in an already rapidly growing community.

For these stated reasons of job creation, revenue growth, and economic output, I urge your consideration to approve this development project as it is presented.

Sincerely,


Representative Jack Bondon
Serving The People
Of Missouri's 56th District

MEMORANDUM

To: Chris Chancellor
NorthPoint Development

From: John Crawford, PE (MN), PTOE

Date: June 6, 2018

Subject: Southview Commerce Center Noise Study
Belton, Missouri

OVERVIEW

This memorandum summarizes the noise study completed as part of the site design for the proposed Southview Commerce Center in Belton, Missouri. NorthPoint Development contracted with Kimley-Horn to analyze the anticipated project noise levels on the eastern and northern property line of the proposed site. The City of Belton has indicated to NorthPoint Development that maintaining noise levels of 55 dBA Leq, or less, at the property line is desirable. This report provides anticipated noise levels at the north and east property lines as a result of trucking activity at the project site.

BACKGROUND

Noise is defined as any unwanted sound. Sound travels in a wave motion and produces a sound pressure level, which is commonly measured in decibels (dB). A logarithm of the ratio of a sound energy level relative to a reference sound energy can be used to represent a decibel. The way the average person hears sounds causes different weights to be adjusted on high- and low-pitched sound. These adjusted sound levels are measured in "A-weighted decibels" (dBA). A sound increase of 3 dBA is hardly noticeable, a 5 dBA increase is clearly perceived by the human ear, and a 10 dBA increase is twice as loud. For instance, if there is an increase in the sound level by 3 dBA due to sound source doubling, it is barely perceptible by humans. When there is a 10 dBA increase in sound, or the source energy has increased 10-fold, the source is perceived as twice as loud. **Figure 1** provides a rough comparison of the sound levels of some common sound sources.

There are many factors that contribute to the loudness of sound, including the topography of the area, the number of sound sources, and intensity of the sound source. Another important factor is the distance the receptor is from the source of the sound. As the distance from the source increases, the sound level decreases. Doubling the distance from a point source over hard ground (such as pavement or water) will reduce the sound level by 6 dBA. Doubling the distance over soft ground (such as vegetated or grassy ground) will result in a decrease in the sound level of 7.5 dBA.

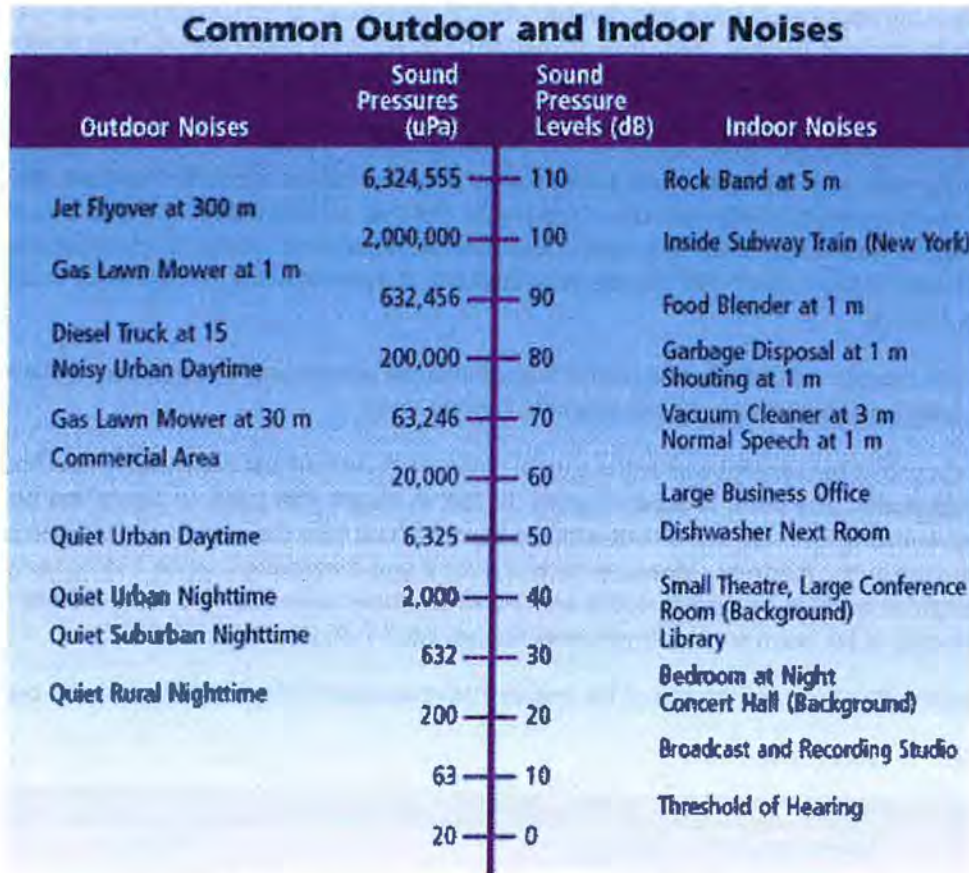


Figure 1: Decibel Levels of Common Noise Sources
 Source: "Living with Noise" Federal Highway Administration
<https://www.fhwa.dot.gov/publications/publicroads/03jul/06.cfm>

The noise levels used in this report are L_{eq} noise levels. L_{eq} is the equivalent steady-state sound level which, in a stated period of time, contains the same acoustic energy as the time-varying sound level during the same time period. In effect, it is analogous to the "average" sound level over a given period of time. L_{eq} is a commonly used metric for noise standards and ordinances.

PROPOSED SITE AND TRUCK OPERATIONS

There are five proposed buildings at the project site. Based on the proposed site plan, the loading docks will be on the east side of the buildings. The furthest east buildings are 400-450 feet from the property line and the furthest west building is approximately 1,900 feet from the eastern property line. There is a proposed berm along the property line on the north and east sides of the site between the proposed buildings and the adjacent residential areas. The proposed site plan is included in the Appendix.

Much of the anticipated noise from the commercial warehouse is from trucks idling at the loading docks to load and unload. There is estimated to be three idling trucks per hour per building on site. While other trucks may be present, not all trucks will be operating and/or idling simultaneously.

REPRESENTATIVE SITE DATA COLLECTION

Existing noise level measurements were taken at a representative site to demonstrate the effectiveness of an earth berm in relation to truck noise levels. For this demonstration, a FedEx site in Mahtomedi, Minnesota was used, which is a similar commercial warehouse facility to the proposed site with an earth berm along its perimeter. Noise was measured at three locations at the FedEx facility on Monday June 4, 2018.

The first location was off-site and east of the commercial warehouse. The purpose of this measurement was to determine the background, or ambient, noise level.

The second measurement was at the bottom of the berm nearest the commercial warehouse buildings' loading docks. The berm is approximately 10 feet in height with trees on top of the berm. The third noise measurement was at the bottom of the berm furthest from the commercial warehouse facility and toward the public roadway. Measurements at sites 2 and 3 were taken while 2 idling trucks were at the commercial warehouse loading docks and 2-3 small trucks were driving around the site. Photographs and a map of the berm measurement area are provided in **Figure 2**.

Table 1 outlines measurements of the ambient noise level and two locations near the berm.

Table 1: Measured Noise Levels

Measurement	Noise Level (dBA)
Measurement 1 - Ambient	56.5 (Leq)
Measurement 2	66.4 (Leq)
Measurement 3	61.0 (Leq)

These results demonstrate that noise levels behind the berm are 5.4 dBA lower than the noise levels on the side of the berm where the noise is generated. With a similar berm characteristic, the proposed berm for the Southview Commercial Center will yield a noise level reduction of approximately 5 dBA, which is typical of noise level reductions resulting from blocking the line of sight between the source and receiver.



View at the bottom of the berm facing the commercial building



View at the top of the berm facing the commercial building



Figure 2. Representative Measurement Location
Southview Commercial Center
Noise Analysis

NOISE ANALYSIS

Stationary Source Noise

Trucking activity within the entire project area was considered in the noise analysis, specifically including areas adjacent to all five proposed buildings.

The noise analysis for the proposed site utilized the Federal Highway Administration's (FHWA) Traffic Noise Model (TNM) version 2.5. TNM is the accepted traffic noise model for MoDOT traffic noise studies. TNM does not provide an integrated method to analyze idling vehicles; however, the National Cooperative Highway Research Program (NCHRP) report 791, "Supplemental Guidance on the Application of FHWA's Traffic Noise Model (TNM)," outlines how to model idling vehicles. The report describes how idling trucks can be represented by coding a roadway link as the length of where vehicles would be idling, and then models trucks at one mile per hour (mph), representing idling trucks. The report utilizes a volume factor equation to determine the hourly volume input to represent idling vehicles on the modeled link. The base emission noise level for an idling truck, as used by TNM, is 74 dBA at fifty feet. **Table 2** below is a copy of Table 4 from the report showing volume factors for 1 mph vehicles at various roadway lengths.

Table 2: Suggested Parameters for Modeling Stationary Sources¹

Roadway Length (ft)	Modeled Speed (mph)	Volume Factor
10	1	528.0
20	1	264.0
30	1	176.0
40	1	132.0
50	1	105.6
60	1	88.0
70	1	75.4
80	1	66.0
90	1	58.7
100	1	52.8
150	1	35.2
200	1	26.4
300	1	17.6
400	1	13.2
500	1	10.6

Note: Volume factors for other roadway lengths may be calculated as follows:
 Volume factor = $(10/L) * 528$, where L = Roadway length in ft.
 Always set modeled speed to 1 mph

This method included analyzing a segment of roadway in front of each building, each modeled as three trucks traveling at 1 mph. When one truck reaches the end of the roadway segment, it disappears, and a new truck simultaneously appears at the beginning of the roadway segment. This

¹ National Highway Corporate Research Program Report 791, Table 4 Page 32

results in exactly three trucks at any given moment along the area in front of each building; thus, is representative of three trucks idling. This method is ideal for predicting noise levels from idling vehicles at the Southview Commercial Center project, as it distributes the variability of the location of vehicles.

As part of the proposed development, an earth berm is proposed adjacent to the property line between the noise source and receiver, which is included in the TNM model. The model results show that noise levels are reduced by approximately 5 dBA from the top of the berm to the back of the berm. In addition to earth berms, the five buildings are also included in the model as obstructions blocking the noise path.

Receptors were modeled on a grid with 100-foot spacing, and a Geographic Information System (GIS) was used to interpolate the results to create anticipated noise level contours. The numeric results of the modeling at the property line, along with the noise contours of are displayed in **Figure 3**

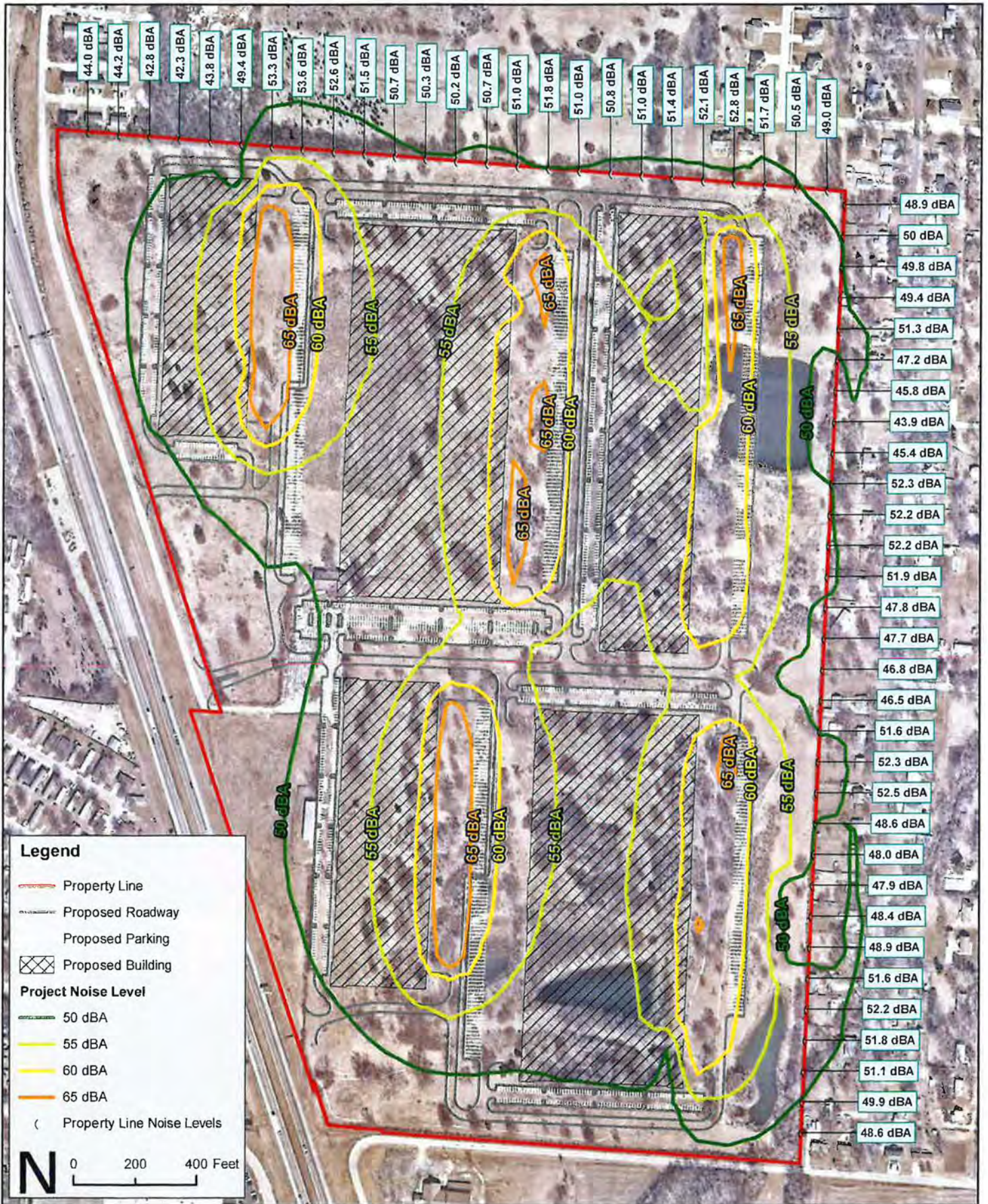


Figure 3. Noise Model Results Southview Commercial Center Noise Analysis

The analysis demonstrates that noise levels at the property line are all below 55 dBA Leq. The highest noise level along the north and east property line is 53.6 dBA Leq, which occurs along the northern edge of the property line, where no structures are currently present.

CONCLUSION

The intent of this noise study was to analyze the anticipated noise levels due to the truck activity at the proposed Southview Commerce Center in Belton, Missouri.

Based on the analysis using TNM 2.5 and following the methodology outlined by the NCHRP, it was determined that the noise generated by the site would be mitigated by the proposed berms on site. Anticipated noise levels due to idling vehicles are not anticipated to exceed 55 dBA at the property line on the north and east sides of the site.

APPENDIX

SECTION VI

E

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW WAREHOUSING IN A FCI FLEX COMMERCIAL/INDUSTRIAL DISTRICT IN THE SOUTHVIEW COMMERCE CENTER LOCATED SOUTH OF 155TH STREET AND NORTH OF 162ND STREET ON THE EAST FRONTAGE ROAD OF INTERSTATE 49, BELTON, MISSOURI.

WHEREAS, On May 21, 2018 the Planning Commission recommended approval of rezoning and preliminary development plan for NorthPoint Development to allow the development of the Southview Commerce Center, located at south of 155th Street and north of 162nd Street on the east frontage road of Interstate 49, Belton, Missouri; and

WHEREAS, the Belton Planning Commission also reviewed a request for a Special Use Permit to allow warehousing at the Southview Commerce Center, in order to allow a greater range of permitted uses for NorthPoint Development. The property is legally described as follows:

Part of Lot 1 of the Northwest Quarter, and part of the Southwest Quarter, all in Section 1, Township 46 North of the Baseline, 33 West of the Fifth Principal Meridian, Belton, Cass County, Missouri, described as follows: Commencing at the Southeast corner of the Southwest Quarter of said Section 1; thence North 02 degrees 30 minutes 02 seconds East on the East line of said Southwest Quarter, 835.81 feet to the North right-of-way line of 162nd Street, and the point of beginning; thence North 85 degrees 41 minutes 10 seconds West on said North right-of-way line, 1,354.87 feet to the East right-of-way line of U.S. Highway 71; thence North 04 degrees 00 minutes 31 seconds East, on said East right-of-way line, 8.68 feet to an angle point in said East right-of-way line, being 280 feet left of Highway 71 centerline Station 77+31; thence North 85 degrees 23 minutes 51 seconds West on said East right-of-way line, 176.62 feet to an angle point in said East right-of-way line, being 117 feet left of centerline Station 76+63; thence North 18 degrees 02 minutes 32 seconds West on said East right-of-way line, 146.04 feet to the East line of a tract described in Book 540, Page 192 at the Cass County Recorder's Office; thence South 03 degrees 27 minutes 49 seconds West on said East right-of-way line and East line of said tract, 27.28 feet to an angle point in said East right-of-way line; thence North 18 degrees 02 minutes 32 seconds West on said East right-of-way line, 1,294.42 feet to the North line of said tract; thence South 85 degrees 34 minutes 06 seconds East on said East right-of-way line and the North line of said tract, 100.64 feet to an angle point in said East right-of-way line; thence North 18 degrees 02 minutes 32 seconds West on said East right-of-way line, 1,556.39 feet to a point of curvature being 200 feet left of centerline Station 47+30, also being 50 feet left of Highway 71 Outer Road Station 47+30; thence Northwesterly on a curve to the right on said East right-of-way line (said curve having a radius of 1,096.00 feet, a chord bearing of North 09 degrees 02 minutes 32 seconds West, a chord distance of 342.90 feet, and an initial tangent bearing of North 18 degrees 02 minutes 32 seconds West), an arc length of 344.32 feet to a point of tangency, being 50 feet left of Highway 71 Outer Road Station 43+70; thence North 00 degrees 02 minutes 32 seconds West on said East right-of-way line, 63.01 feet to the North line of Lot 1 of the Northwest Quarter of said Section 1; thence South 85 degrees 28 minutes 47 seconds East on said North line, 2,554.63 feet to the Northeast corner of Lot 1; thence South 02 degrees 29 minutes 12 seconds West on the East line of said Lot 1, 1,320.18 feet to the Northeast corner of the Southwest Quarter of said Section 1; thence South 02 degrees 30 minutes 02 seconds West, 1,822.34 feet to the point of beginning.

WHEREAS, the subject property is the former Southview Golf Course, a 149.66 acre property. The site is primarily vacant; and

WHEREAS, in accordance with UDC 40-2(e) - Standards for Approval, a special use permit may only be granted by the City Council upon certain approval criteria; and

WHEREAS, notice of the public hearing was published in the Cass County Democrat on April 27, 2018; and

WHEREAS, a public hearing was held before the Belton Planning Commission on May 21, 2018 in accordance with the provisions of Section 40-2 of the Unified Development Code of the City; and

WHEREAS, the Belton Planning Commission recommends approval of a Special Use Permit to allow warehousing by a nine to zero vote; and

WHEREAS, the City Council believes it is in the best interest of the City to grant the Special Use Permit for warehousing.

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

Section 1. That a Special Use Permit in accordance with Section 40 of the Unified Development Code is hereby approved for warehousing for the Southview Commerce Center with the following language:

A Special Use is hereby granted for warehousing to include activities that provide for the storage and distribution of materials and equipment, light to general manufacturing, including all consumer commodities, electronic equipment (commercial and consumer) machinery on pallets and in boxes, industrial equipment that can be shipped with trucking operations, and all materials used in residential and commercial construction (not including a lumberyard). The special use does not authorize the warehousing of fireworks or explosives, livestock, crude oil, refined petroleum, waste management and remediation, animal slaughtering, smelting, or self-storage facilities.

Section 2. That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

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

PUBLIC HEARING AT PLANNING AND ZONING: May 21, 2018

READ FOR THE FIRST TIME: June 12, 2018

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ___ day of _____, 2018

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 12th day of June, 2018, and thereafter adopted as Ordinance No. 2018-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2018, after the second reading thereof by the following vote, to-wit:

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

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

SECTION VI
F

AN ORDINANCE AMENDING SECTION 18.8 OF THE UNIFIED DEVELOPMENT CODE NORTH SCOTT CORRIDOR OVERLAY DISTRICT + GUIDELINES, CHAPTER 3 – PERMITTED USES, TABLE OF USES, INDUSTRIAL USES, DATED NOVEMBER 7, 2017.

WHEREAS, NorthPoint Development requested the City Council consider amending the North Scott Corridor Overlay District + Guidelines to allow General Industrial uses in the FCI (Flex Commercial/Industrial) District. This item is related to the rezoning request for Southview Commerce Center.

WHEREAS, the Planning Commission met on May 21, 2018 and voted 9-0 approved to amend Chapter 3 – Permitted Uses, Table of Uses, Industrial Uses on page 32, of the North Scott Corridor Overlay District + Guidelines dated November 7, 2017.

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

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

Section 1. That Chapter 3 – Permitted Uses, Table of Uses, Industrial Uses on page 32, of the North Scott Corridor Overlay District + Guidelines dated November 7, 2017 is hereby amended and revised with the **additions in bold print** and deletions with ~~strike-through~~ notation as follows:

USES	ZONING DISTRICTS						
	R-3	R-3A	PO-NS	C-1-NS	C-2-NS	C-3-NS	FCI
INDUSTRIAL USES							
Manufacturing, production and industrial services							
Limited (no outdoor storage)	-	-	-	-	-	-	P
General	-	-	-	-	-	-	P
Intensive	-	-	-	-	-	-	-
Research laboratory	-	-	-	-	-	-	P
Trucking/freight terminal	-	-	-	-	-	-	S
Warehousing and wholesaling	-	-	-	-	-	-	S
Waste-related use							
Junkyard	-	-	-	-	-	-	-
Recycling facility	-	-	-	-	-	-	-
Sanitary landfill	-	-	-	-	-	-	-
OTHER USES	R-3	R-3A	PO-NS	C-1-NS	C-2-NS	C-3-NS	FCI

Accessory uses	C	C	C	C	C	C	C
Agricultural uses							
Farming	-	-	-	-	-	-	-
Boarding stables and riding schools	-	-	-	-	-	-	-
Drive-thru facilities	-	-	-	-	C	C	C
Home occupation	C	C	-	-	-	-	-
Parking							
Accessory parking	P	P	P	P	P	P	P
Non-accessory parking	-	-	C	C	C	C	C
Wireless communication facility							
Freestanding	-	-	-	-	S	S	S
Co-located	S	S	S	S	S	S	S

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

Section 3. All ordinances or parts of ordinances in conflict with the provisions are hereby repealed.

PUBLIC HEARING AT PLANNING AND ZONING: May 21, 2018

READ FOR THE FIRST TIME: June 12, 2018

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2018.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 12th of June, 2018, and thereafter adopted as Ordinance No. 2018_____of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2018, after the second reading thereof by the following vote, to-wit:

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

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

SECTION VI
G

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR NORTHPOINT DEVELOPMENT, LLC.

WHEREAS, the City of Belton, Missouri (the “City”) is a constitutionally chartered city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City is authorized under the provisions of Article VI, Section 27 of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “Act”), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, the City, in accordance with Section 100.050 of the Act, has prepared a Plan for an Industrial Development Project (the “Plan”) for Northpoint Development, LLC, a Missouri limited liability company (the “Company”), with respect to a project consisting of the purchasing, designing, constructing and installing industrial and warehouse facilities located generally along Outer Road south of 157th Street and north of 162nd Street in the City (the “Project”), notice of the Project was given to the taxing jurisdictions in accordance with Section 100.059.1 of the Act and the City now desires to approve the Plan.

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

Section 1. Promotion of Economic Development. The Council hereby finds and determines that the Project will promote the economic welfare and the development of the City.

Section 2. Approval of Plan. The Council hereby approves the Plan for Industrial Development Project attached hereto as **Exhibit A** in accordance with Section 100.050 of the Act.

Section 3. Further Authority. The Mayor, City Manager, Finance Director and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect and be in full force from and after its passage and adoption by the City Council and approval by the Mayor.

READ FOR THE FIRST TIME: June 12, 2018

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2018.

Mayor Jeff Davis

ATTEST:

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

Approved as to form:

Rich Wood, Special Legal Counsel

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

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

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

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

EXHIBIT A
TO ORDINANCE NO. _____

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

CITY OF BELTON, MISSOURI

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND COST-BENEFIT ANALYSIS**

FOR NORTHPOINT DEVELOPMENT, LLC

(INDUSTRIAL FACILITY PROJECT)



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ATTACHMENT A – SUMMARY OF KEY ASSUMPTIONS

EXHIBIT 1 - PROJECT ASSUMPTIONS

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EXHIBIT 4 - PROJECTED TAX REVENUES WITHOUT ABATEMENT ON PROJECT SITE WITH PROJECT IMPROVEMENTS

EXHIBIT 6 - PROJECTED TAX ABATEMENT ON PROJECT SITE WITH PROJECT IMPROVEMENTS

EXHIBIT 7 - PROJECTED PILOT AMOUNTS ON PROJECT SITE WITH PROJECT IMPROVEMENTS

I. PURPOSE OF THIS PLAN

The City Council of the City of Belton, Missouri (the "City") will consider the issuance by the City of its taxable industrial development revenue bonds (the "Bonds"), to finance the costs of acquiring, constructing and improving an industrial and warehouse project (the "Project") for Northpoint Development, LLC, a Missouri limited liability company (the "Company"), as more fully described and defined herein. The Bonds will be issued pursuant to the provisions of Sections 100.010 to 100.200 of the Revised Statutes of Missouri, as amended, and Article VI, Section 27(b) of the Missouri Constitution, as amended (collectively, the "Act").

Gilmore & Bell, P.C. has prepared this Plan for an Industrial Development Project and Cost-Benefit Analysis (the "Plan") to satisfy requirements of the Act and to analyze the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions, of using industrial development revenue bonds to finance the Project and to facilitate abatement of *ad valorem* taxes on the bond-financed property.

II. DESCRIPTION OF CHAPTER 100 FINANCINGS

General. The Act authorizes cities, counties, towns and villages to issue industrial development bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce, industrial plants and other commercial facilities. Bond proceeds may be used to finance land, buildings, fixtures and machinery.

Issuance and Sale of Bonds. Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from the project. The municipality issues its bonds pursuant to a trust indenture entered into between the municipality and a bank or trust company acting as trustee. In exchange, the benefited company promises under a lease agreement to make rental payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

If proceeds of the revenue bonds are to be used to pay the costs, or reimburse the costs, of making improvements to real property, concurrently with the closing of the bonds, the company will convey to the municipality title to the site on which the industrial development project will be located. (The municipality must be the legal owner of the property while the bonds are outstanding for the property to be eligible for tax abatement, as further described below.) At the same time, the municipality will lease the project site and the improvements thereon back to the benefited company pursuant to a lease agreement. The lease agreement will require the company, acting on behalf of the municipality, to use the bond proceeds to pay, or reimburse, the costs of purchasing, constructing, and improving the project.

Under the lease agreement, the company typically: (1) will unconditionally agree to make payments sufficient to pay the principal of and interest on the bonds as they become due; (2) will agree, at its own expense, to maintain the project, to pay all taxes and assessments with respect to the project, and to maintain adequate insurance; (3) has the right, at its own expense, to make certain additions, modifications or improvements to the project; (4) may assign its interests under the lease agreement or sublease the project while remaining responsible for payments under the lease agreement; (5) will covenant to maintain its corporate existence during the term of the bond issue; and (6) will agree to indemnify the municipality for any liability the municipality might incur as a result of its participation in the transaction.

Property Tax Abatement. Under Article X, Section 6 of the Missouri Constitution and Section 137.100 of the Revised Statutes of Missouri, all property of any political subdivision is exempt from taxation. In a typical transaction, the municipality holds fee title to the project and leases the project to the benefited company. Although the Missouri Supreme Court has held that the leasehold interest is taxable,

it is taxable only to the extent that the economic value of the lease is less than the actual market value of the lease. See *Iron County v. State Tax Commission*, 437 S.W.2d 665 (Mo. 1968) (*en banc*) and *St. Louis County v. State Tax Commission*, 406 S.W.2d 644 (Mo. 1966) (*en banc*). If the rental payments under the lease agreement equal the actual debt service payments on the bonds, the leasehold interest should have no “bonus value” and the bond-financed property should be exempt from *ad valorem* taxation so long as the bonds are outstanding.

If the municipality and the company determine that partial tax abatement is desirable, the company may agree to make “payments in lieu of taxes.” The amount of payments in lieu of taxes is negotiable. The payments in lieu of taxes are payable by December 1 of each year, and are distributed to the municipality and to each political subdivision in the same manner and in the same proportion as property taxes would otherwise be distributed under Missouri law.

III. DESCRIPTION OF THE PARTIES

NorthPoint Development, LLC. The Company is a Missouri limited liability company which is in the development and construction business.

City of Belton, Missouri. The City is a constitutional charter city and municipal corporation organized and existing under the laws of the State of Missouri. The City is authorized and empowered pursuant to the provisions of the Act to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

IV. REQUIREMENTS OF THE ACT

Description of the Project. The project to be financed by the Bonds consists of: (1) acquiring real property and (2) making certain real property improvements to develop approximately 2,111,000 square feet of Class A industrial development. The real property improvements being financed by the Bonds are referred to herein as the “Project Improvements” which are located on certain real estate referred to herein as the “Project Site.” The Project Improvements being constructed on the Project Site are also referred to herein as the “Project.”

Estimate of the Costs of the Project. The Company expects the total investment in the Project Site and the Project Improvements to be approximately \$105,550,000 and to occur in multiple phases, which will be financed using one or more series of Bonds. The total construction costs for the Project Improvements are estimated to be \$68,000,000 (approximately 64.5% of total costs). This Plan and the attached Cost-Benefit Analysis are based on the assumption that the Project develops in five phases as follows:

1. Phase 1 constructed in 2019 consisting of 235,000 square feet at a total cost of \$11,750,000 (construction costs of \$7,569,350).
2. Phase 2 constructed in 2020 consisting of 622,000 square feet at a total cost of \$31,100,000 (construction costs of \$20,034,620).
3. Phase 3 constructed in 2021 consisting of 388,000 square feet at a total cost of \$19,400,000 (construction costs of \$12,497,480).
4. Phase 4 constructed in 2022 consisting of 244,000 square feet at a total cost of \$12,200,000 (construction costs of \$7,859,240).

5. Phase 5 constructed in 2023 consisting of 622,000 square feet at a total cost of \$31,100,000 (construction costs of \$20,034,620).

The Bonds will be issued in an aggregate principal amount not to exceed \$105,550,000.

Source of Funds to be Expended for the Project. The sources of funds to be expended for the Project will be the proceeds of the Bonds in the maximum aggregate principal amount of \$105,550,000, to be issued by the City and purchased by the Company, as bondholder, and, if needed, other available funds of the Company. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project (as further described below). The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri. The Bonds shall be issued upon such terms, in such amounts and at such time as shall be satisfactory to the City and the Company.

Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City. The Company will deed the Project Site and the Project Improvements to the City subject to permitted encumbrances. The City will lease the Project to the Company under one or more lease agreements (the "Lease(s)"). The lease payments under the Lease(s) will equal, and will be used to pay, the principal of and interest on the Bonds. The Company will also make certain payments in lieu of taxes to the City for distribution to the affected taxing districts, as further described herein. Under the terms of the Lease(s) with the City, the Company will have the option to purchase the Project or the portions of the Project to which each of the Leases relate at any time. The Lease(s) will terminate after twenty years of abatement is provided for each phase of development, unless terminated sooner pursuant to the terms thereof.

Affected Taxing Jurisdictions. The Belton School District #124 is the school district affected by the Project. Cass County, Missouri is the county affected by the Project. Metropolitan Community College is the community college district affected by the Project. The City is the city affected by the Project. The Cost-Benefit Analysis attached hereto identifies all other taxing districts affected by the Project.

Current Assessed Valuation. The most recent equalized assessed valuation of the Project Site is \$49,580. The estimated total equalized assessed valuation of each phase of the Project Site after the Project Improvements are made is estimated to be as follows:

1. Phase 1 completed in 2020: \$1,816,644 assessed value.
2. Phase 2 completed in 2021: \$4,808,309 assessed value.
3. Phase 3 completed in 2022: \$2,999,395 assessed value.
4. Phase 4 completed in 2023: \$1,886,218 assessed value.
5. Phase 5 completed in 2024: \$4,808,309 assessed value.

The projected assessed valuations for the Project Site and the Project Improvements were calculated based upon the following estimated appraised values (75% of construction costs) multiplied by the assessment rate of 32%:

1. Phase 1 completed in 2020: \$5,677,013 appraised value.
2. Phase 2 completed in 2021: \$15,025,965 appraised value.
3. Phase 3 completed in 2022: \$9,373,110 appraised value.
4. Phase 4 completed in 2023: \$5,894,430 appraised value.
5. Phase 5 completed in 2024: \$15,025,965 appraised value.

Payments in Lieu of Taxes. If this Plan is approved by the City Council, the City intends to issue the Bonds and to extend tax abatement to the Company. The Company will convey each phase of the Project Site to the City in connection with each separate series of Bonds. The Company will receive twenty years of abatement for each phase of the Project from the date the Project Improvements are constructed.

Because ownership of any phase of the Project Site might be transferred to the City in the year prior to the commencement of the twenty year period of abatement, the Company will be required to make a payment in lieu of taxes equal to 100% of the taxes that would otherwise be due for such phase of the Project Site in the year prior to the commencement of the twenty year period of abatement.

Upon commencement of the 20-year period of tax abatement for each phase of the Project Site, the Company will be required to make PILOT Payments in the amounts shown below during each year of the 20-year period of tax abatement to be provided to each phase of the Project.

Years 1-20	100% of taxes on Project Site based on assessed value in 2017, plus 2% growth every other year
Years 1-5	\$0.05 per square foot for building value
Years 6-8	\$0.08 per square foot for building value
Years 9-10	\$0.12 per square foot for building value
Years 11-12	\$0.14 per square foot for building value
Years 13-20	\$0.55 per square foot for building value

Such payments in lieu of taxes would, after reduction for actual costs of the City for distributing such payments, be distributed among the taxing jurisdictions in proportion to the amount of taxes which would have been paid in each year had the Project not been exempt from taxation, pursuant to Section 100.050.3 of the Act.

Sales Tax Exemption on Construction Materials. Qualified building materials purchased for the construction of the Project are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying bond documents upon delivery of a project exemption certificate by the City to the Company. For purposes of determining the impact of the sales and use tax exemption of the qualified building materials on the affected taxing jurisdictions, it was assumed that: (1) the sales and use tax levies shown below will remain constant through the construction period; (2) approximately \$28,560,000 of the total Project costs will be spent on construction materials, (3) of the total amount spent on construction costs, approximately 35%, or \$9,996,000, will be spent on qualified construction materials purchased in the State of Missouri, but outside Cass County and the City, and (4) of the total amount spent on construction costs, approximately 65%, or \$18,564,000, will be spent on qualified construction materials purchased outside the State of Missouri but delivered to the Project Site for use in the Project. Please note that any variance in these assumptions will alter the fiscal impact of the sales and use tax exemption on the affected taxing jurisdictions. Based on the assumptions set forth above, the fiscal impact on the affected taxing jurisdictions of the sales and use tax exemption on qualified building materials is approximately as follows:

	Estimated Sales Tax Revenues Subject to Exemption	Estimated Use Tax Revenues Subject to Exemption
State of Missouri (4.225% sales and use tax)	\$422,331	\$784,329
City (2.75% sales tax)	0	0
County (1.75% sales and use tax)	0	324,870
Total	\$422,331	\$1,109,199

Cost-Benefit Analysis and Discussion of Exhibits. In compliance with Section 100.050.2(3) of the Revised Statutes of Missouri, as amended, this Plan has been prepared to show the costs and benefits to the City and to other taxing jurisdictions affected by the tax abatements and exemptions of the Project. The

following is a summary of the exhibits attached to this Plan that show the direct tax impact the Project is expected to have on each taxing jurisdiction. This Plan does not attempt to quantify the overall economic impact of the Project.

Project Assumptions. **Exhibit 1** presents a list of the assumptions related to the determination of assessed valuations and the tax formulas.

Summary of Cost-Benefit Analysis. **Exhibit 2** presents a summary for each affected taxing district of (1) the total estimated tax revenues that would be generated if the Project did not occur, (2) the total estimated tax revenues that would be generated if the Project occurred but did not receive tax abatement, (3) the total estimated value of the abatement to the Company, and (4) the total estimated value of the payments in lieu of taxes (“PILOT Amounts”) to be made by the Company for the proposed abatement period.

Real Property Tax Revenues. **Exhibit 3** provides the projected tax revenues that would be generated from the Project Site without tax abatement and prior to the Project Improvements. **Exhibit 4** provides the projected tax revenues that would be generated from the Project Site with the Project Improvements but without tax abatement. **Exhibit 5** provides the projected value of the real property tax abatement to the Company. **Exhibit 6** provides the project PILOT Amounts on the Project Site.

V. ASSUMPTIONS AND BASIS OF PLAN

In preparing this Plan, we have made some key assumptions to estimate the fiscal impact of the abatement and exemptions proposed for the Project. See **ATTACHMENT A** for a summary of these assumptions.

In addition to the foregoing, in order to complete this Plan, we have generally reviewed and relied upon information furnished to us by, and have participated in conferences with, representatives of the City, representatives of the Company, and other persons as we have deemed appropriate. We do not assume any responsibility for the accuracy, completeness or fairness of any of the information provided to us and make no representation that we have independently verified the accuracy, completeness or fairness of such information.

ATTACHMENT A

SUMMARY OF KEY ASSUMPTIONS

1. The cost of acquiring the Project Site and constructing the Project Improvements is estimated to be \$105,550,000.
2. The construction of the Project Improvements will be phased over a number of years and are expected to be completed by 2024.
3. The Project will be owned by the City and leased to the Company with an option to purchase. As long as the Project is owned by the City, it is expected to be exempt from *ad valorem* taxes.
4. Each phase of the Project Improvements will be excluded from the calculation of *ad valorem* real property taxes for a period of twenty years.
5. During the entire term of the Bonds, the Company will make payments in lieu of taxes in accordance with that portion of Section IV above in the Plan entitled "Payments in Lieu of Taxes."
6. Real property taxes are calculated using the following formula:
$$(\text{Assessed Value} * \text{Tax Rate})/100$$
7. The assessed value of the Project Site is calculated using the following formula:
$$\text{Estimated Value} * \text{Assessment Ratio of 32\% for commercial property}$$
8. After development, the assessed value of the Project Site is subject to growth at an estimated rate of 2% every year an assessment is made (every odd year).
9. The tax rates used in this Plan reflect the rates in effect for the tax year 2017. The tax rates were held constant through the final tax year of the Bonds.

* * *

The Cost/Benefit Analysis has been prepared on the basis of factual information and assumptions provided to Gilmore & Bell, P.C. by, or on behalf of, the City and the Company. This information is provided in conjunction with our legal representation of the City, as its bond counsel, for this transaction. It is not intended as financial advice or a financial recommendation to the Company, the City or any other taxing jurisdiction that may be affected by the Project. Gilmore & Bell, P.C. is not a financial advisor or a "municipal advisor" as defined in the Securities Exchange Act of 1934, as amended.

**City of Belton, Missouri
(Northpoint Development, LLC)**

**COST BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT**

The logo for Gilmore Bell features the company name in a serif font. Above the letter 'M' in 'GILMORE' are three slanted parallel lines. The word 'BELL' is positioned to the right of 'GILMORE'.

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This information is provided based on the factual information and assumptions provided to Gilmore & Bell, P.C. by a party to or a representative of a party to the proposed transaction. This information is intended to provide factual information only and is provided in conjunction with our legal representation. It is not intended as financial advice or a financial recommendation to any party. Gilmore & Bell, P.C. is not a financial advisor or a "municipal advisor" as defined in the Securities Exchange Act of 1934, as amended.

**Exhibit 1
Project Assumptions**

- Current assessed value of existing facility \$49,580
- The assessed value of the Project is assumed to grow at an estimated rate of 2% every year an assessment is made (every odd year).
- Assessed value as a percentage of appraised value (project improvements) 32.0%
- Real property project improvements as described below:

Phase	Construction Year(s)	Square Feet	Investment Cost	Construction Costs	Construction Completed Year(s)	Appraised Value	Assessed Value
1	2019	235,000	\$ 11,750,000	\$ 7,569,350	2020	\$ 5,677,013	\$ 1,816,644
2	2020	622,000	31,100,000	20,034,620	2021	15,025,965	4,808,309
3	2021	388,000	19,400,000	12,497,480	2022	9,373,110	2,999,395
4	2022	244,000	12,200,000	7,859,240	2023	5,894,430	1,886,218
5	2023	622,000	31,100,000	20,034,620	2024	15,025,965	4,808,309
		<u>2,111,000</u>	<u>\$ 105,550,000</u>	<u>\$ 67,995,310</u>		<u>\$50,996,483</u>	<u>\$16,318,874</u>

- Fixed PILOT as described below:

Years	Building Value Pilot Rate
1-5	\$0.0500
6-8	\$0.0800
9-10	\$0.1200
11-12	\$0.1400
13-20	\$0.5500

*Base PILOT equal to 100% of value of existing land in years 1-20.

**Exhibit 2
Summary of Cost Benefit Analysis**

Tax Distribution	Tax Rate	Projected Tax Revenues on Project Site with No Project	Projected Tax Revenue Without Abatement on Project Site with Project Improvements	Projected Tax Abatement on Project Site with Project Improvements	Projected PILOT Amounts on Project Site with Project Improvements
Hospital Maintenance	\$ 0.1318	\$ 1,770	\$ 473,797	\$ 288,070	\$ 187,497
Sheltered Workshop	0.0484	650	173,989	105,786	68,853
Library	0.1454	1,953	522,687	317,795	206,844
Junior College	0.2297	3,085	825,730	502,047	326,769
Mt. Pleasant Road & Bridge	0.1960	2,633	704,585	428,390	278,827
City of Belton	1.8912	25,403	6,798,522	4,133,525	2,690,400
State Blind Pension	0.0300	403	107,845	65,570	42,678
Belton School District	5.4320	72,965	19,527,058	11,872,519	7,727,504
	\$ 8.1045	\$ 108,863	\$ 29,134,212	\$ 17,713,702	\$ 11,529,373

Exhibit 3
Projected Tax Revenues on Project Site with No Project

Assessed Value of Project Site		\$ 49,580	\$ 50,572	\$ 50,572	\$ 51,583	\$ 51,583	\$ 52,615	\$ 52,615	\$ 53,667	\$ 53,667	\$ 54,740	\$ 54,740	\$ 55,835
Taxing Jurisdiction	Tax Rate per \$100	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Hospital Maintenance	\$ 0.1318	\$ 65	\$ 67	\$ 67	\$ 68	\$ 68	\$ 69	\$ 69	\$ 71	\$ 71	\$ 72	\$ 72	\$ 74
Sheltered Workshop	0.0484	24	24	24	25	25	25	25	26	26	26	26	27
Library	0.1454	72	74	74	75	75	77	77	78	78	80	80	81
Junior College	0.2297	114	116	116	118	118	121	121	123	123	126	126	128
Mt. Pleasant Road & Bridge	0.1960	97	99	99	101	101	103	103	105	105	107	107	109
City of Belton	1.8912	938	956	956	976	976	995	995	1,015	1,015	1,035	1,035	1,056
State Blind Pension	0.0300	15	15	15	15	15	16	16	16	16	16	16	17
Belton School District	5.4320	2,693	2,747	2,747	2,802	2,802	2,858	2,858	2,915	2,915	2,973	2,973	3,033
	\$ 8.1045	\$ 4,018	\$ 4,099	\$ 4,099	\$ 4,181	\$ 4,181	\$ 4,264	\$ 4,264	\$ 4,349	\$ 4,349	\$ 4,436	\$ 4,436	\$ 4,525

Assessed Value of Project Site		\$ 55,835	\$ 56,952	\$ 56,952	\$ 58,091	\$ 58,091	\$ 59,253	\$ 59,253	\$ 60,438	\$ 60,438	\$ 61,646	\$ 61,646	\$ 62,879	
Taxing Jurisdiction	Tax Rate per \$100	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	Total
Hospital Maintenance	\$ 0.1318	\$ 74	\$ 75	\$ 75	\$ 77	\$ 77	\$ 78	\$ 78	\$ 80	\$ 80	\$ 81	\$ 81	\$ 83	\$ 1,770
Sheltered Workshop	0.0484	27	28	28	28	28	29	29	29	29	30	30	30	650
Library	0.1454	81	83	83	84	84	86	86	88	88	90	90	91	1,953
Junior College	0.2297	128	131	131	133	133	136	136	139	139	142	142	144	3,085
Mt. Pleasant Road & Bridge	0.1960	109	112	112	114	114	116	116	118	118	121	121	123	2,633
City of Belton	1.8912	1,056	1,077	1,077	1,099	1,099	1,121	1,121	1,143	1,143	1,166	1,166	1,189	25,403
State Blind Pension	0.0300	17	17	17	17	17	18	18	18	18	18	18	19	403
Belton School District	5.4320	3,033	3,094	3,094	3,156	3,156	3,219	3,219	3,283	3,283	3,349	3,349	3,416	72,965
	\$ 8.1045	\$ 4,525	\$ 4,616	\$ 4,616	\$ 4,708	\$ 4,708	\$ 4,802	\$ 4,802	\$ 4,898	\$ 4,898	\$ 4,996	\$ 4,996	\$ 5,096	\$108,863

Exhibit 4
Projected Tax Revenues Without Abatement on Project Site with Project Improvements

Assessed Value of Project Site with Project Improvements Construction in 2019	\$1,816,644	\$1,852,977	\$1,852,977	\$1,890,036	\$1,890,036	\$1,927,837	\$1,927,837	\$1,966,394	\$1,966,394	\$2,005,722	\$2,005,722	\$2,045,836
Assessed Value of Project Site with Project Improvements Construction in 2020	\$ -	\$4,808,309	\$4,808,309	\$4,904,475	\$4,904,475	\$5,002,564	\$5,002,564	\$5,102,616	\$5,102,616	\$5,204,668	\$5,204,668	\$5,308,761
Assessed Value of Project Site with Project Improvements Construction in 2021	\$ -	\$ -	\$2,999,395	\$3,059,383	\$3,059,383	\$3,120,571	\$3,120,571	\$3,182,982	\$3,182,982	\$3,246,642	\$3,246,642	\$3,311,575
Assessed Value of Project Site with Project Improvements Construction in 2022	\$ -	\$ -	\$ -	\$1,886,218	\$1,886,218	\$1,923,942	\$1,923,942	\$1,962,421	\$1,962,421	\$2,001,669	\$2,001,669	\$2,041,703
Assessed Value of Project Site with Project Improvements Construction in 2023	\$ -	\$ -	\$ -	\$ -	\$4,808,309	\$4,904,475	\$4,904,475	\$5,002,564	\$5,002,564	\$5,102,616	\$5,102,616	\$5,204,668

Taxing Jurisdiction	Tax Rate per \$100	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Hospital Maintenance	\$ 0.1318	\$ 2,394	\$ 8,780	\$ 12,733	\$ 15,473	\$ 21,811	\$ 22,247	\$ 22,247	\$ 22,692	\$ 22,692	\$ 23,146	\$ 23,146	\$ 23,609
Sheltered Workshop	0.0484	879	3,224	4,676	5,682	8,009	8,170	8,170	8,333	8,333	8,500	8,500	8,670
Library	0.1454	2,641	9,686	14,047	17,070	24,061	24,543	24,543	25,033	25,033	25,534	25,534	26,045
Junior College	0.2297	4,173	15,301	22,191	26,967	38,012	38,772	38,772	39,547	39,547	40,338	40,338	41,145
Mt. Pleasant Road & Bridge	0.1960	3,561	13,056	18,935	23,011	32,435	33,084	33,084	33,745	33,745	34,420	34,420	35,109
City of Belton	1.8912	34,356	125,978	182,703	222,029	312,964	319,223	319,223	325,607	325,607	332,120	332,120	338,762
State Blind Pension	0.0300	545	1,988	2,898	3,522	4,965	5,064	5,064	5,165	5,165	5,268	5,268	5,374
Belton School District	5.4320	98,680	361,841	524,768	637,723	898,910	916,888	916,888	935,226	935,226	953,931	953,931	973,009
\$ 8.1045	\$ 147,230	\$ 539,864	\$ 782,950	\$ 951,477	\$ 1,341,167	\$ 1,367,990	\$ 1,367,990	\$ 1,395,350	\$ 1,395,350	\$ 1,423,257	\$ 1,423,257	\$ 1,451,722	

Assessed Value of Project Site with Project Improvements Construction in 2019	\$2,045,836	\$2,086,753	\$2,086,753	\$2,128,488	\$2,128,488	\$2,171,058	\$2,171,058	\$2,214,479	\$ -	\$ -	\$ -	\$ -
Assessed Value of Project Site with Project Improvements Construction in 2020	\$5,308,761	\$5,414,937	\$5,414,937	\$5,523,235	\$5,523,235	\$5,633,700	\$5,633,700	\$5,746,374	\$5,746,374	\$ -	\$ -	\$ -
Assessed Value of Project Site with Project Improvements Construction in 2021	\$3,311,575	\$3,377,806	\$3,377,806	\$3,445,362	\$3,445,362	\$3,514,270	\$3,514,270	\$3,584,555	\$3,584,555	\$3,656,246	\$ -	\$ -
Assessed Value of Project Site with Project Improvements Construction in 2022	\$2,041,703	\$2,082,537	\$2,082,537	\$2,124,187	\$2,124,187	\$2,166,671	\$2,166,671	\$2,210,005	\$2,210,005	\$2,254,205	\$2,254,205	\$ -
Assessed Value of Project Site with Project Improvements Construction in 2023	\$5,204,668	\$5,308,761	\$5,308,761	\$5,414,937	\$5,414,937	\$5,523,235	\$5,523,235	\$5,633,700	\$5,633,700	\$5,746,374	\$5,746,374	\$5,861,302

Taxing Jurisdiction	Tax Rate per \$100	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	Total
Hospital Maintenance	\$ 0.1318	\$ 23,609	\$ 24,081	\$ 24,081	\$ 24,563	\$ 24,563	\$ 25,054	\$ 25,054	\$ 25,555	\$ 22,636	\$ 13,364	\$ 10,345	\$ 7,725	\$ 473,797
Sheltered Workshop	0.0484	8,670	8,843	8,843	9,020	9,020	9,200	9,200	9,384	8,313	5,642	3,872	2,837	173,989
Library	0.1454	26,045	26,566	26,566	27,097	27,097	27,639	27,639	28,192	24,972	16,949	11,633	8,522	522,687
Junior College	0.2297	41,145	41,968	41,968	42,807	42,807	43,664	43,664	44,537	39,450	26,776	18,377	13,463	825,730
Mt. Pleasant Road & Bridge	0.1960	35,109	35,811	35,811	36,527	36,527	37,258	37,258	38,003	33,662	22,847	15,681	11,488	704,585
City of Belton	1.8912	338,762	345,537	345,537	352,448	352,448	359,497	359,497	366,687	324,807	220,454	151,307	110,849	6,798,522
State Blind Pension	0.0300	5,374	5,481	5,481	5,591	5,591	5,703	5,703	5,817	5,152	3,497	2,400	1,758	107,845
Belton School District	5.4320	973,009	992,470	992,470	1,012,319	1,012,319	1,032,565	1,032,565	1,053,217	932,926	633,199	434,391	318,386	19,527,058
\$ 8.1045	\$ 1,451,722	\$ 1,480,756	\$ 1,480,756	\$ 1,510,372	\$ 1,510,372	\$ 1,540,579	\$ 1,540,579	\$ 1,571,391	\$ 1,591,918	\$ 944,727	\$ 648,407	\$ 475,029	\$ 29,134,213	

Exhibit 5
Projected Tax Abatement on Project Site with Project Improvements

Assessed Value of Project Site with Project Improvements													
		\$ 1,866,224	\$ 6,711,857	\$ 9,711,252	\$ 11,791,695	\$ 16,600,004	\$ 16,932,004	\$ 16,932,004	\$ 17,270,644	\$ 17,270,644	\$ 17,616,057	\$ 17,616,057	\$ 17,968,378
Taxing Jurisdiction	Tax Rate per \$100	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Hospital Maintenance	\$ 0.1318	\$ 2,203	\$ 8,083	\$ 11,720	\$ 14,263	\$ 20,094	\$ 20,416	\$ 20,112	\$ 20,368	\$ 20,096	\$ 19,842	\$ 19,513	\$ 19,615
Sheltered Workshop	0.0484	809	2,968	4,304	5,238	7,379	7,497	7,386	7,480	7,380	7,286	7,166	7,203
Library	0.1454	2,431	8,917	12,930	15,734	22,168	22,523	22,188	22,470	22,170	21,889	21,527	21,639
Junior College	0.2297	3,840	14,087	20,426	24,837	35,020	35,581	35,052	35,497	35,023	34,580	34,007	34,185
Mt. Pleasant Road & Bridge	0.1960	3,276	12,020	17,429	21,210	29,882	30,360	29,909	30,289	29,885	29,507	29,018	29,169
City of Belton	1.8912	31,614	115,979	168,177	204,656	288,333	292,948	288,593	292,261	288,360	284,712	279,993	281,455
State Blind Pension	0.0300	501	1,840	2,668	3,246	4,574	4,647	4,578	4,636	4,574	4,516	4,442	4,465
Belton School District	5.4320	90,805	333,121	483,045	587,823	828,166	841,419	828,912	839,448	828,242	817,764	804,211	808,411
	\$ 8.1045	\$ 135,480	\$ 497,014	\$ 720,700	\$ 877,027	\$ 1,235,617	\$ 1,255,390	\$ 1,236,730	\$ 1,252,450	\$ 1,235,730	\$ 1,220,097	\$ 1,199,877	\$ 1,206,142

Assessed Value of Project Site with Project Improvements														
		\$ 17,968,378	\$ 18,327,746	\$ 18,327,746	\$ 18,694,301	\$ 18,694,301	\$ 19,068,187	\$ 19,068,187	\$ 19,449,550	\$ 17,235,071	\$ 11,718,471	\$ 8,062,225	\$ 5,924,181	
Taxing Jurisdiction	Tax Rate per \$100	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	Total
Hospital Maintenance	\$ 0.1318	\$ 17,517	\$ 13,763	\$ 10,973	\$ 9,828	\$ 5,681	\$ 6,172	\$ 6,172	\$ 6,673	\$ 5,856	\$ 4,147	\$ 2,799	\$ 2,162	\$ 288,070
Sheltered Workshop	0.0484	6,433	5,054	4,030	3,609	2,086	2,267	2,267	2,451	2,151	1,523	1,028	794	105,786
Library	0.1454	19,325	15,183	12,106	10,842	6,267	6,809	6,809	7,362	6,461	4,575	3,088	2,385	317,795
Junior College	0.2297	30,529	23,986	19,124	17,128	9,901	10,757	10,757	11,630	10,207	7,228	4,878	3,768	502,047
Mt. Pleasant Road & Bridge	0.1960	26,050	20,467	16,319	14,615	8,448	9,179	9,179	9,924	8,709	6,168	4,162	3,215	428,390
City of Belton	1.8912	251,355	197,483	157,458	141,024	81,515	88,564	88,564	95,754	84,034	59,511	40,161	31,019	4,133,525
State Blind Pension	0.0300	3,987	3,133	2,498	2,237	1,293	1,405	1,405	1,519	1,333	944	637	492	65,570
Belton School District	5.4320	721,956	567,219	452,259	405,057	234,131	254,377	254,377	275,029	241,367	170,931	115,354	89,095	11,872,519
	\$ 8.1045	\$ 1,077,152	\$ 846,286	\$ 674,766	\$ 604,342	\$ 349,322	\$ 379,529	\$ 379,529	\$ 410,341	\$ 360,118	\$ 255,027	\$ 172,107	\$ 132,929	\$ 17,713,702

City of Belton, Missouri
(Northpoint Development, LLC)
Cost Benefit Analysis

Exhibit 6
Projected PILOT Amounts on Project Site with Project Improvements

Assessed Value of Project Site with Project Improvements																								
	\$	1,866,224	\$	6,711,857	\$	9,711,252	\$	11,791,695	\$	16,600,004	\$	16,932,004	\$	16,932,004	\$	17,270,644	\$	17,270,644	\$	17,616,057	\$	17,616,057	\$	17,968,378
PILOT Payment		11,750		42,850		62,250		74,450		105,550		112,600		131,260		142,900		159,620		203,160		223,380		245,580
Taxing Jurisdiction	Tax Rate per \$100	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031											
Hospital Maintenance	\$ 0.1318	\$ 191	\$ 697	\$ 1,012	\$ 1,211	\$ 1,717	\$ 1,831	\$ 2,135	\$ 2,324	\$ 2,596	\$ 3,304	\$ 3,633	\$ 3,994											
Sheltered Workshop	0.0484	70	256	372	445	630	672	784	853	953	1,213	1,334	1,467											
Library	0.1454	211	769	1,117	1,336	1,894	2,020	2,355	2,564	2,864	3,645	4,008	4,406											
Junior College	0.2297	333	1,214	1,764	2,110	2,992	3,191	3,720	4,050	4,524	5,758	6,331	6,960											
Mt. Pleasant Road & Bridge	0.1960	284	1,036	1,505	1,801	2,553	2,723	3,174	3,456	3,860	4,913	5,402	5,939											
City of Belton	1.8912	2,742	9,999	14,526	17,373	24,630	26,275	30,630	33,346	37,248	47,408	52,126	57,307											
State Blind Pension	0.0300	43	159	230	276	391	417	486	529	591	752	827	909											
Belton School District	5.4320	7,875	28,720	41,723	49,900	70,744	75,470	87,976	95,778	106,984	136,167	149,719	164,599											
Total	\$ 8.1045	\$ 11,750	\$ 42,850	\$ 62,250	\$ 74,450	\$ 105,550	\$ 112,600	\$ 131,260	\$ 142,900	\$ 159,620	\$ 203,160	\$ 223,380	\$ 245,580											

Assessed Value of Project Site with Project Improvements																								
	\$	17,968,378	\$	18,327,746	\$	18,327,746	\$	18,694,301	\$	18,694,301	\$	19,068,187	\$	19,068,187	\$	19,449,550	\$	17,235,071	\$	11,718,471	\$	8,062,225	\$	5,924,181
PILOT Payment		374,570		634,470		805,990		906,030		1,161,050		1,161,050		1,161,050		1,161,050		1,031,800		689,700		476,300		342,100
Taxing Jurisdiction	Tax Rate per \$100	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	Total										
Hospital Maintenance	\$ 0.1318	\$ 6,091	\$ 10,318	\$ 13,107	\$ 14,734	\$ 18,882	\$ 18,882	\$ 18,882	\$ 18,882	\$ 16,780	\$ 11,216	\$ 7,746	\$ 5,563	\$ 185,727										
Sheltered Workshop	0.0484	2,237	3,789	4,813	5,411	6,934	6,934	6,934	6,934	6,162	4,119	2,844	2,043	68,203										
Library	0.1454	6,720	11,383	14,460	16,255	20,830	20,830	20,830	20,830	18,511	12,374	8,545	6,137	204,891										
Junior College	0.2297	10,616	17,982	22,844	25,679	32,907	32,907	32,907	32,907	29,244	19,548	13,499	9,696	323,683										
Mt. Pleasant Road & Bridge	0.1960	9,059	15,344	19,492	21,912	28,079	28,079	28,079	28,079	24,953	16,680	11,519	8,273	276,195										
City of Belton	1.8912	87,407	148,053	188,079	211,424	270,933	270,933	270,933	270,933	240,772	160,943	111,145	79,830	2,664,997										
State Blind Pension	0.0300	1,387	2,349	2,983	3,354	4,298	4,298	4,298	4,298	3,819	2,553	1,763	1,266	42,275										
Belton School District	5.4320	251,054	425,250	540,211	607,262	778,188	778,188	778,188	778,188	691,559	462,268	319,238	229,291	7,654,539										
Total	\$ 8.1045	\$ 374,570	\$ 634,470	\$ 805,990	\$ 906,030	\$ 1,161,050	\$ 1,161,050	\$ 1,161,050	\$ 1,161,050	\$ 1,031,800	\$ 689,700	\$ 476,300	\$ 342,100	\$ 11,420,510										

Fixed PILOTS													
	Sq. Ft.	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Phase 1	235,000	\$ 11,750	\$ 11,750	\$ 11,750	\$ 11,750	\$ 11,750	\$ 18,800	\$ 18,800	\$ 18,800	\$ 28,200	\$ 28,200	\$ 32,900	\$ 32,900
Phase 2	622,000		31,100	31,100	31,100	31,100	31,100	49,760	49,760	49,760	74,640	74,640	87,080
Phase 3	388,000			19,400	19,400	19,400	19,400	19,400	31,040	31,040	31,040	46,560	46,560
Phase 4	244,000				12,200	12,200	12,200	12,200	12,200	19,520	19,520	29,280	29,280
Phase 5	622,000					31,100	31,100	31,100	31,100	31,100	49,760	49,760	49,760
Total	2,111,000	\$ 11,750	\$ 42,850	\$ 62,250	\$ 74,450	\$ 105,550	\$ 112,600	\$ 131,260	\$ 142,900	\$ 159,620	\$ 203,160	\$ 223,380	\$ 245,580
	Sq. Ft.	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
Phase 1	235,000	\$ 129,250	\$ 129,250	\$ 129,250	\$ 129,250	\$ 129,250	\$ 129,250	\$ 129,250	\$ 129,250				
Phase 2	622,000	87,080	342,100	342,100	342,100	342,100	342,100	342,100	342,100	342,100			
Phase 3	388,000	54,320	54,320	213,400	213,400	213,400	213,400	213,400	213,400	213,400	213,400		
Phase 4	244,000	29,280	34,160	34,160	134,200	134,200	134,200	134,200	134,200	134,200	134,200	134,200	
Phase 5	622,000	74,640	74,640	87,080	87,080	342,100	342,100	342,100	342,100	342,100	342,100	342,100	342,100
Total	2,111,000	\$ 374,570	\$ 634,470	\$ 805,990	\$ 906,030	\$ 1,161,050	\$ 1,161,050	\$ 1,161,050	\$ 1,161,050	\$ 1,031,800	\$ 689,700	\$ 476,300	\$ 342,100

City of Belton, Missouri
(Northpoint Development, LLC)
Cost Benefit Analysis

SECTION VI

H

AN ORDINANCE APPROVING A DEVELOPMENT AND PERFORMANCE AGREEMENT FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR NORTHPOINT DEVELOPMENT, LLC.

WHEREAS, the City of Belton, Missouri (the “City”) is a constitutionally chartered city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City is authorized under the provisions of Article VI, Section 27 of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “Act”), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, the City, in accordance with Section 100.050 of the Act, has prepared a Plan for an Industrial Development Project (the “Plan”) for Northpoint Development, LLC, a Missouri limited liability company (the “Company”), with respect to a project consisting of the purchasing, designing, constructing and installing industrial and warehouse facilities located generally along Outer Road south of 157th Street and north of 162nd Street in the City (the “Project”), notice of the Project was given to the taxing jurisdictions in accordance with Section 100.059.1 of the Act and the City approved the Plan by ordinance; and

WHEREAS, the City desires to enter into a Development and Performance Agreement (the “Agreement”) with the Company to address (1) the design and construction of the Project, and (2) development incentives for the Project.

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

Section 1. Approval of Agreement. The Development and Performance Agreement by and between the City and the Company, attached hereto as **Exhibit A** and incorporated herein by reference, is hereby approved and the Mayor is hereby authorized to execute the Agreement on behalf of the City.

Section 2. Further Authority. The Mayor, City Manager, Finance Director and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Effective Date. This Ordinance shall take effect and be in full force from and after its passage and adoption by the City Council and approval by the Mayor.

READ FOR THE FIRST TIME: June 12, 2018

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2018.

Mayor Jeff Davis

ATTEST:

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

Approved as to form:

Rich Wood, Special Legal Counsel

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 12th of June, 2018, and thereafter adopted as Ordinance No. 2018 _____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2018, after the second reading thereof by the following vote, to-wit:

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

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

EXHIBIT A

TO ORDINANCE NO. _____

DEVELOPMENT AND PERFORMANCE AGREEMENT

DEVELOPMENT AND PERFORMANCE AGREEMENT

between the

CITY OF BELTON, MISSOURI

and

NORTHPOINT DEVELOPMENT, LLC

Dated as of _____, 2018

**Relating to the Development of
Industrial and Warehouse Facilities**

DEVELOPMENT AND PERFORMANCE AGREEMENT

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Exhibit B	Description of the Projects
Exhibit C	Company Public Improvements
Exhibit D	Form of Certificate of Completion of Construction
Exhibit E	Company Engagement Letter

DEVELOPMENT AND PERFORMANCE AGREEMENT

THIS DEVELOPMENT AND PERFORMANCE AGREEMENT (“Agreement”) entered into as of _____, 2018, by and between the **CITY OF BELTON, MISSOURI**, a constitutional charter city organized and existing under the laws of the State of Missouri (the **“City”**), and **NORTHPOINT DEVELOPMENT, LLC**, a Missouri limited liability company (the **“Company”**) (the City and the Company are each a **“Party”** or collectively the **“Parties”**). Capitalized terms not defined elsewhere in this Agreement shall have the meaning set forth in **Section 1.01** hereof.

RECITALS:

1. On March 22, 2018, the City received a nonbinding Term Sheet from the Company for the development of industrial and warehouse facilities within the corporate limits of the City, as more specifically described in **Exhibit B**.

2. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the **“Chapter 100 Act”**), to purchase, construct, extend and improve certain projects (as defined in Section 100.010 of the Revised Statutes of Missouri, as amended) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

3. Following notice to be provided to affected taxing jurisdictions in accordance with Section 100.059.1 of the Chapter 100 Act, the City Council will consider an Ordinance (the **“Ordinance”**) (i) approving a plan for the Projects (defined below) and (ii) authorizing the issuance of approximately \$105,000,000 aggregate principal amount of Taxable Industrial Development Revenue Bonds (NorthPoint Development Project) in one or more series (the **“Bonds”**).

4. Pursuant to the Ordinance the City will be authorized to execute and deliver for each Project Site (a) a Trust Indenture (the **“Indenture”**), between the City and BOKF, N.A., as trustee (the **“Trustee”**), for the purpose of issuing and securing the Bonds, and (b) a Lease Agreement (the **“Lease”**) with the Company, as lessee, with respect to the Bonds, under which the City, as lessor, will purchase, construct, improve and equip each Project and will lease each Project and Project Site (together, the **“Leased Property”**) to the Company.

5. Pursuant to the foregoing, the City desires to enter into this Agreement with the Company to address (1) the design and construction of the Projects, and (2) development incentives for the Projects.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATION

Section 1.01. Definitions. Terms not defined elsewhere in this Agreement shall have the following definitions:

“Affiliate” means a person or entity which, directly or through one or more intermediaries, owns or controls, or is controlled by or which is under common control with the Company or any of its assignees, including any special purpose entity created for the purpose of owning any of the Project Sites.

“Applicable Laws and Requirements” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, policy, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any Governmental Authorities.

“Bonds” shall mean any revenue bonds or other obligations issued by or on behalf of the City financing the Projects in accordance with this Agreement and the Chapter 100 Act.

“Bond Counsel” means Gilmore & Bell, P.C., Kansas City, Missouri, or an attorney at law or a firm of attorneys, acceptable to the City, of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“Certificate of Completion of Construction” means a certificate substantially in the form of **Exhibit D** attached hereto.

“Chapter 100 Act” is defined in **Recital 2**.

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

“City Event of Default” is defined in **Section 11.03**.

“City Indemnified Parties” is defined in **Section 10.01**.

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

“Closing” means the issuance of the Bonds and the consummation of the transfer of a leasehold interest in Leased Property to the Company pursuant to a Lease.

“Commencement of Construction” means the occurrence of the issuance by the Company to the general contractor of a notice to proceed under a construction contract.

“Company Event of Default” is defined in **Section 11.02**.

“Company Public Improvements” means those public improvements to be constructed by the Company on and around the Project Sites as more specifically described in **Exhibit C**.

“Completion of Construction” means the occurrence of substantial completion of a portion of the Project represented by one or more of the buildings (which is expected to be five or more buildings).

“Construction Inspector” means a City agent or employee designated by the City to perform inspections.

“Effective Date” means the date of this Agreement.

“Environmental Laws” means any federal, state or local law, statute, regulation, rule or ordinance or amendments thereto, and all applicable judicial, administrative or regulatory decrees, judgments or orders relating to the protection of human health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.* (“CERCLA”), as amended, the Resource, Conservation and Recovery Act, as amended, 42 U.S.C. 6901 *et seq.* (“RCRA”), the Toxic Substances Control Act, 15 U.S.C. Sections 2601-2671, the Clean Air Act, 42 U.S.C. 7401 *et seq.*, and the Federal Water Pollution Control Act, 33 U.S.C. 1251 to 1387, as the foregoing may be amended from time to time.

“Event of Default” means any Event of Default as provided in **Article XI** hereof.

“Excusable Delay” means delays due or related to acts of terrorism, acts of war or civil insurrection, or any natural occurrence, strikes, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargos, litigation, tornadoes, approval by regulatory authorities, or any other circumstances beyond the reasonable control of the applicable party using reasonable diligence to overcome which prevent such party from performing its specific duties hereunder in a timely manner; provided, however, Excusable Delay does not include circumstances directly or indirectly related to lack of financing; unanticipated, or unexpected increases in the costs of construction; or errors in business judgment by the Company; and provided that Excusable Delay shall only extend the time of performance for the period of such Excusable Delay, which shall begin on the day following the date on which the Company has knowledge of the event of Excusable Delay first occurring and shall thereafter extend until the date on which the event which has caused the Excusable Delay has been materially corrected or substantially performed, or reasonably should have been materially corrected or substantially performed, given reasonable efforts.

“Financing Documents” means the financing agreements, disbursement agreements and all other agreements and certificates executed in connection with the issuance of the Bonds.

“Governmental Authorities” or **“Governmental Authority”** means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence, including the City.

“Land Use Applications” means all applications that must be filed by the Company with the City in accordance with the City’s zoning ordinance, subdivision regulations, right-of-way and easement vacation ordinances, and building regulations to receive approval from the City to develop or provide for the development of the Project Sites with the Projects, which may include, but is not limited to, applications for subdivision, zoning, site plan, right-of-way and easement vacation, and building permit approvals.

“Lease” is defined in the recitals above.

“Leased Property” means the Projects and the Project Sites.

“Lien” is defined in **Section 6.06**.

“Permits” is defined in **Section 4.02**.

“PILOT Payments” means the payments in lieu of taxes provided for in **Article VIII** hereof.

“Plan” is defined in **Section 7.07(a)**.

“Plans and Specifications” means the schematic drawings, the design development drawings, and the construction plans and specifications prepared by the Project architect for the development of the Projects in accordance with **Section 5.02**.

“Projects” means the projects described in **Exhibit B**, and all additions, modifications, improvements, replacements and substitutions made to the Projects. **“Project”** means a building or buildings to be constructed as part of the Projects from time to time by the Company.

“Project Costs” means all costs of purchasing, constructing, improving and installing the Projects.

“Project Site” or **“Project Sites”** means all of the real estate described in **Exhibit A** attached hereto and by this reference made a part hereof, as may be divided into separate developable areas as determined by the Developer, each being a Project Site.

“Tax Abatement” means the abatement of taxes described in **Article VIII**.

“Transfer” is defined in **Section 13.01**.

Section 1.02. Rules of Interpretation. Unless the context clearly indicates to the contrary or unless otherwise provided herein, the following rules of interpretation shall apply to this Agreement:

(a) The terms defined in this Agreement which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document; provided, that nothing contained in this sentence shall be construed to authorize any such renewal, extension, modification, amendment or restatement other than in accordance with **Section 12.04** below.

(b) The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection and exhibit references are to this Agreement unless otherwise specified. Whenever an item or items are listed after the word “including”, such listing is not intended to be a listing that excludes items not listed.

(c) Words of gender shall be deemed and construed to include correlative words of the masculine, feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include individuals, corporations, partnerships, joint ventures, associations, joint stock companies, trusts, unincorporated organizations and governments and any agency or political subdivision thereof.

(d) The table of contents, captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(e) In the event of some ambiguity in this Agreement, the Parties shall be deemed to have jointly authored this Agreement and nothing shall be construed against or in favor of one party based on it being deemed the sole author.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of the City. The City hereby represents and warrants to the Company that:

(a) Due Authority. The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(b) No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) No Litigation. No litigation, proceedings or investigations are pending or, to the knowledge of the City, threatened against the City with respect to the Projects, the Project Sites, or this Agreement. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of, the terms and provisions of this Agreement.

(d) Governmental or Corporate Consents. Except for City Council approval, no other consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

(e) No Material Change. There has been no material adverse change in the business, financial position, prospects or results of operations of the City which could affect the City's ability to perform its obligations pursuant to this Agreement.

(f) No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

(g) Construction Permits. Except as otherwise provided herein, the City has no reason to believe that the governmental permits and licenses required by the Company to be issued by the City to construct, occupy and operate the Projects will not be issued in a timely manner in order to permit the Projects to be constructed pursuant to this Agreement.

(h) Compliance with Laws. The City is in compliance with all Applicable Laws and Requirements with respect to any of its affairs, business, and operations as contemplated by this Agreement.

The representations and warranties set forth in this **Section 2.01** shall survive Closings.

Section 2.02. Representations and Warranties of the Company. The Company hereby represents and warrants to the City that:

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

(b) No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing. To its knowledge the Company is not in default of its obligations under any other agreement related to the Project Sites or the Projects, and the execution and performance of the Company's obligations hereunder will not constitute a default under any agreement to which the Company is a party.

(c) No Litigation. No litigation, proceedings or investigations are pending or, to the knowledge of the Company (including the knowledge of any member of the Company executing this Agreement), threatened against the Projects or the Company (or any member or Affiliate of the Company) related to the Projects. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the Company (including the knowledge of any member of the Company executing this Agreement), threatened against the Company (or any member or Affiliate of the Company) seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Company (or any member or Affiliate of the Company) to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Company (or any member or Affiliate of the Company) of, the terms and provisions of this Agreement, or that would have a material adverse effect on the financial condition of the Company (or any member or Affiliate of the Company).

(d) No Material Change. (i) The Company has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business and the transactions contemplated by this Agreement and (ii) there has been no material adverse change in the business, financial position, prospects or results of operations of the Company, or any Affiliate of the Company, which could affect the Company's ability to perform its obligations pursuant to this Agreement.

(e) Governmental or Corporate Consents. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Company of this Agreement, other than the permits, licenses, consents, approvals and other authorizations that the Company commits to obtain and comply with as set forth in **Section 4.02** hereof.

(f) No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Company under this Agreement, or any other material agreement or material instrument to which the Company is a party or by which the Company is or may be bound.

(g) Approvals. Except as otherwise provided herein, the Company and its Affiliates have received and are in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct their business as heretofore conducted by it and to own or lease and operate their properties as now owned or leased by it.

(h) Compliance with Laws. The Company is in compliance with all Applicable Laws and Requirements with respect to its affairs, business, and operations as contemplated by this Agreement.

The representations and warranties set forth in this **Section 2.02** shall survive the Closings and termination of this Agreement.

ARTICLE III

DEVELOPMENT OBLIGATIONS

Section 3.01. Commencement and Completion of the Projects.

(a) The City and the Company acknowledge that (1) the Project is expected to consist of multiple buildings constructed over several years, (2) the exact schedule for construction will depend on future market conditions, and (3) the exact size of the buildings to be constructed will depend on market conditions and tenant preferences. However, notwithstanding the foregoing, the Company will commence construction for the first Project within two (2) years of approval of the Plan. Commencement of construction shall be determined by the pouring of the building foundation and substantial completion shall be determined by the City's acceptance or deemed acceptance of a Certificate of Substantial Completion for the first building pursuant to **Exhibit D**.

(b) The Company will construct the remaining buildings to be included as part of the Projects as market conditions permit. The Company will use commercially reasonable efforts to market the Project Site to potential tenants or other users until all buildings included in the Projects are leased or sold.

(c) Upon reasonable advance notice, the Company and its project teams shall meet with the City Manager and such other City staff and consultants as designated by the City Manager to review and discuss the design and construction of the Projects to enable the City to monitor the status of construction and to determine that the Projects are being completed in accordance with this Agreement and Applicable Laws and Requirements.

(d) Construction of the Projects shall be pursued in a good and workmanlike manner in accordance with the terms of this Agreement.

ARTICLE IV

COMPLIANCE WITH CITY ORDINANCES

Section 4.01. General. Except as otherwise provided herein, the Company will work with the City in order to comply with all Applicable Laws and Requirements and the City's ordinances, rules and procedures in connection with the Projects and the Company Public Improvements.

Section 4.02. Permits and Approvals.

(a) The Company will obtain and comply with any necessary permits, licenses, fees, consents, approvals, and other authorizations required from Governmental Authorities, including those required by Environmental Laws (the "**Permits**"), and the City will cooperate with the Company to obtain any and all such Permits and shall use reasonable efforts to expedite any such Permits which are within the City's

control. Subject to the right of the Company to receive applicable credits and/or reimbursements as provided in subsection (b), the Company will pay all Permits.

(b) The City agrees that it will provide the Company with (i) applicable credits for the design and construction of the Company Public Improvements, and any other public facilities designed and constructed by the Company which will be dedicated to the City in connection with the Projects, or (ii) reimbursement to the Company for the cost of the Company Public Improvements, and any other public facilities constructed by the Company which will be dedicated to the City in connection with the Projects, from the proceeds of the Permits paid; provided, however, the City shall be entitled to retain the amount equal to the fees imposed for the Permits, not to exceed \$50,000 per building.

ARTICLE V

DESIGN OF THE PROJECT AND COMPANY PUBLIC IMPROVEMENTS

Section 5.01. General. The Company will provide the City with any necessary plans and specifications for the purpose of reviewing Land Use Applications for the Projects and the Company Public Improvements. The City agrees to cooperate with the Company and to process and timely consider all complete applications as received, all in accordance with the adopted municipal codes and laws of the State; provided, however, that nothing herein contained shall be construed as the City's current approval of, or acquiescence to, any approvals, the parties acknowledging that such matters can only be approved by the City in the proper exercise of its municipal functions through appropriate governmental procedures.

Section 5.02. Final Plans and Specifications. The Company will prepare and submit a site plan of the Projects and Company Public Improvements for the City's review in accordance with the City's site plan review process. The City and Company agree that (1) the approved site plan shall guide the design and construction of the Project; and (2) the Company may make changes from time to time to the approved site plan, as permitted by the City code.

ARTICLE VI

CONSTRUCTION

Section 6.01. General. The Company will diligently proceed with (i) the construction of each Project upon delivery of reasonable advance notice from the Company to the City, and (ii) such portion of the Company Public Improvements as required for development of each Project.

Section 6.02. The Company Public Improvements. The Company will provide for the design, construction and completion of the Company Public Improvements, subject to the City's right to review, inspect, and approve the plans and specifications for the Company Public Improvements.

Section 6.03. Changes. Following approval of the final plans and specifications for the Company Public Improvements pursuant to **Section 5.03** above, the Company will provide written notice to the City of any material changes in the plans and specifications for the City's review and approval of such changes.

Section 6.04. Insurance.

(a) During the performance of its obligations under this Agreement, the Company shall cause the Leased Property to be continuously insured against such risks and in such amounts, with such deductible

provisions as are customary in connection with the construction and operation of facilities of the type and size comparable to the Projects. The Company shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid in a timely manner the premiums for at least the following insurance with respect to the Leased Property (unless the requirement therefor shall be waived by the City in writing):

(i) Commercial general liability (“CGL”) insurance providing coverage for those liabilities which is equal or broader than that currently covered by a CGL policy (a standard ISO CGL form) including at least the following hazards: (1) premises and operations; (2) products and completed operations; and (3) contractual liability; such insurance to be on an “occurrence” form with a combined limit of not less than the maximum amount of liability as published annually by the Department of Insurance in the Missouri Register, in accordance with Section 537.610 RSMo which is made applicable to political subdivisions pursuant to Section 537.600, RSMo;

(ii) Workers’ compensation insurance or self-insurance, subject to statutory limits and employer’s liability insurance with a limit of at least \$1,000,000 per accident and per disease per employee, and \$1,000,000 for disease aggregate in respect of any work or operations on or about the Leased Property, or in connection with the Leased Property or its operation if applicable in accordance with the applicable worker’s compensation laws.

(b) The Company shall at their sole cost and expense obtain and shall maintain throughout the term of the Lease, a policy or policies of insurance (including, if appropriate, builder’s risk insurance) to keep the Projects constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the full insurable value thereof (subject to reasonable loss deductible provisions).

(c) In the event of loss or damage to any of the Projects, the Net Proceeds of property insurance carried pursuant to this Section shall be applied as provided in **Sections 9.08 and 9.09** of this Agreement.

(d) Each insurance policy obtained in satisfaction of the foregoing requirements:

(i) shall be by such insurer or insurers as shall be financially responsible, and shall have a rating equal to or higher than A- or better by Best Insurance Guide and Key Ratings or shall be acceptable to the City as evidenced by a written certificate delivered to the City, and

(ii) shall be in such form and with such provisions as are generally considered standard provisions for the type of insurance involved as evidenced by a written report delivered to the City.

(e) All such policies, or a certificate or certificates of the insurers that such insurance is in full force and effect, shall be deposited with the City and, prior to expiration of any such policy, the Company shall furnish the City with satisfactory evidence that such policy has been renewed or replaced or is no longer required by this Agreement; provided, however, the Company may choose to satisfy this requirement by providing blanket policies now or hereafter maintained by the Company if the City’s insurance consultant certifies to the effect that such coverage is substantially the same as that provided by individual policies. All policies evidencing such insurance required to be obtained under the terms of this Agreement shall provide for prior written notice to the City of any cancellation or reduction in amount of coverage.

(f) In accordance with section 427.120 of the Revised Statutes of Missouri, as amended, in the event the Company shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Agreement, the City shall provide notice of such failure to the Company. In the event the Company does not provide evidence of such insurance within ten (10) days of such notice, the City may (but shall be under no obligation to) contract for the required policies of insurance and pay the premiums on the same; and the Company agrees to reimburse the City to the extent of the amounts so advanced, with interest

thereon at the rate of 7% per annum. The City shall notify the Company in writing that the Company has failed to maintain the insurance coverage required by this Agreement prior to purchasing any such insurance. This insurance obtained by the City may, but need not, protect the Company's interests. The coverage that the City may purchase may not pay any claim that the Company may make or any claim that may be made against the Company in connection with the Projects. The Company may later cancel any insurance purchased by the City, but only after providing evidence that the Company has obtained insurance as required by this Agreement. The costs of the insurance obtained by the City may be more than the cost of insurance the Company may be able to obtain on their own.

(g) The City shall be named as an additional insured on all policies, if and to the extent that the City has an insurable interest, including all policies on which the Company is named as an insured. Nothing in this Agreement shall be deemed to waive the City's sovereign immunity or a defense against any tort claim based on sovereign immunity.

(h) Company shall not permit its general contractor to commence or continue work until they shall have obtained or caused to be obtained all insurance required under this Section and the City's Applicable Laws and Requirements. Company shall also require its general contractor to require all of its subcontractors to obtain all insurance required under this Section and the City's Applicable Laws and Requirements (unless general contractor's insurance satisfies all of the requirements above and covers the applicable subcontractor(s)). Said insurance shall be maintained in full force and effect until the issuance of a Certificate of Completion of Construction for the phase of improvements being constructed by such contractor or subcontractor.

Section 6.05. Right-of-Way and Easement Dedication. The Company will cooperate with the City to dedicate to the City, at no cost to the City, certain right-of-way and easements over the Project Sites which are, in the City's judgment, reasonably necessary for the ownership and maintenance of the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Projects. The form of any such right-of-way and/or easements shall be acceptable to the City and the Company. The City shall be under no obligation to accept the dedication or conveyance of any right-of-way or easements until the City has determined that the right-of-way or easements are necessary for the ownership and maintenance of the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Projects, and that the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Projects have been inspected and approved to the reasonable satisfaction of the City.

Section 6.06 Liens. The Company will complete the Projects free of any laborer's, materialmen's, mechanic's or other similar liens (and excepting, further, liens associated with Company's financing of the Projects) ("Lien") and shall not permit any Lien to be filed or otherwise imposed on any part of the Projects or the Leased Property; provided, however, that the Company shall not be in default if Liens are filed or established and Company contests in good faith said Liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom.

Section 6.07. Bonds. For the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Projects only, the Company will, or will ensure that its contractors shall, provide for the following bonds:

(a) Performance Bond and Payment Bond. Prior to commencement of construction on any property owned by a public entity, including but not limited to the State of Missouri or City of Belton, and ending upon acceptance of the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Projects, the Company shall, or shall ensure that its contractors shall, maintain a performance and payment bond in a form approved by the City Attorney, in an amount

equal to the cost of the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Projects covered by such bond, as determined by the City Engineer, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The performance and payment bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.

(b) Maintenance Bonds. Prior to acceptance and dedication of the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Projects, the Company shall, or shall ensure that its contractors shall, provide a maintenance bond in a form approved by the City Attorney, in an amount equal to the full cost of the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Projects as approved by the City Engineer, which shall be in effect for a term of two (2) years from the date that the City issues a Certificate of Completion of Construction for such improvements covered by the bond, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The maintenance bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City. With respect to maintenance issues which may arise after dedication of the improvements to the City, the City shall first make any claim which arises related to such improvements for which a bond claim may be made against the bonding company, and shall make reasonable efforts to pursue the claim, prior to making demand upon the Company to satisfy the claim.

(c) Indemnity for Failure to Provide Bonds. The Company shall, or shall ensure that the Company's contractors shall, indemnify the City and its officers and employees for any damage resulting to the City, its officers or employees from failure of the Company to provide the bonds set forth in this Section.

Section 6.08. Prevailing Wage. For the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Projects only, the Company will comply with all laws regarding the payment of prevailing wages to contractors or subcontractors of the Company, to the extent such laws are applicable, and will indemnify the City for any damage resulting to the City from failure of either the Company or any contractor or subcontractor to pay prevailing wages pursuant to applicable laws, and pay the costs of defense of the City in response to any such claims. The Company shall be responsible for payment of all costs associated with the payment of prevailing wages, if applicable. The Company and the City acknowledge and agree that prevailing wage requirements do not apply to any private improvements.

Section 6.09. Certificate of Substantial Completion. After substantial completion of each Project and the Company Public Improvements in accordance with the provisions of this Agreement, the Company will submit a Certificate of Substantial Completion to the City. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit D**. The Construction Inspector shall, within thirty (30) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the City unless, prior to the end of such 30-day period after delivery, the City furnishes the Company with specific written objections to the status of the Project and/or Company Public Improvements, describing such objections and the measures required to correct such objections in reasonable detail.

ARTICLE VII

DEVELOPMENT INCENTIVES

Section 7.01. Cooperation to Implement Development Incentives. The Company shall cooperate and the City shall use best faith efforts to authorize and implement the issuance of the Bonds, as described in more detail in **Article VIII** below (the “**Tax Abatement**”).

Section 7.02. Timing of Implementation of Development Incentives. The Parties shall cooperate to complete all steps necessary to implement the Tax Abatement for each separate Project in order to ensure that the City has adequate time to complete the statutory processes necessary for implementation of the Tax Abatement in time to fully realize the benefits of the Tax Abatement. No Tax Abatement will be provided for any Project for which Commencement of Construction has not occurred within ten (10) years of approval of the Plan (or a later date not to exceed twelve (12) years following approval of the Plan if approved by the City Council in its sole determination upon receipt of satisfactory evidence from the Developer detailing how national or local economic or market conditions impaired the ability to complete all portions of the Project prior to ten years from the date of approval of the Plan).

Section 7.03. Bond Costs. The Company will enter into an engagement letter with Bond Counsel in substantially the form attached hereto as **Exhibit E** whereby the Company agrees to pay all costs associated with the issuance of the Bonds. The Company will also pay the annual fees of the bond trustee for the Bonds.

Section 7.04. Estimate of the Cost of the Project.

(a) The estimated total cost of the Projects is approximately \$105,000,000, which is subject to change in accordance with this Agreement.

(b) As a condition to the continued provision of the Tax Abatement as set forth herein, the Company will be required to make a cumulative minimum investment of \$25,000,000 in the Projects as a whole, over ten years, starting with the first Tax Abatement period.

Section 7.05. Terms of Abatement and Lease.

(a) Project. The City will consider issuance of the Bonds in one or more series in order to provide Tax Abatement for each Project Site and each Project thereon under the Chapter 100 Act for a period of 20 years beginning in the year following the closing of each series of Bonds. The Project Sites and the Projects are expected to be exempt from taxation under Chapter 100, but will be subject to the requirement to make PILOT Payments in accordance with **Article VIII** below.

(b) Lease. At all times during the Tax Abatement period for each Project Site, the City must be the legal owner of the Project Site and the Project. The Project Site and the Project will be leased to the Company by the City in accordance with the terms of the Lease. The Lease will be for a term ending in the year the Tax Abatement for the Project Site and the Project ceases. The Company will have the option to purchase the Project Site and the Project at the termination of the Lease at a purchase price to be set forth in the Lease.

(c) Company Public Improvements. Notwithstanding other provisions of this Agreement, the parties agree that the Bonds will not finance the Company Public Improvements.

Section 7.06. Bonds. Under the Chapter 100 Act, the City has legal authority to take title to the Leased Property as security for bonds issued under the Chapter 100 Act. The Bonds will be issued upon such terms, in such amounts and at such time as shall be satisfactory to the City and the Company, and subject to the conditions of issuance of the Bonds set forth herein. The Bonds will not be an indebtedness or general obligation, debt or liability of the City within the meaning of any constitutional or statutory debt limitation or restriction. The parties hereby agree that the Bonds shall be able to be prepaid at any time without penalty.

Section 7.07. City Approvals.

(a) Prior to the issuance of the Bonds, using information supplied by the Company, the City agrees to prepare a plan and cost-benefit analysis for all the Projects meeting the requirements of Section 100.050 RSMo, as amended (the “Plan”). Approval of the Plan by a majority vote of the governing body of the City shall be a precondition to the issuance of the Bonds by the City for the Projects.

(b) The Company agrees that, so long as the City has legal title to the Leased Property, the City must approve any use or additional development of the Leased Property other than for the Projects.

(c) The approval of this Agreement shall not affect or constitute any approval required by any City department or pursuant to any City ordinance, resolution, code, regulation or any other governmental approval required by law, nor does any approval by the City pursuant to this Agreement constitute approval of the quality, structural soundness or safety of any portion of the Projects. The City will not unreasonably withhold any consent or approval required by any City ordinance, resolution, code, regulation or any other governmental approval required by law related to the Projects; provided that nothing herein shall be construed to obligate the City to grant municipal permits or other approvals the City would not be obligated to grant, acting as a political subdivision, absent this Agreement.

Section 7.08. Sales Tax Exemption. It is the City and the Company’s expectation that the purchase of any and all materials used in the construction of the Projects shall be exempt from taxation pursuant to Article III, Section 39(10) of the Missouri Constitution and Section 144.062, RSMo. The City shall issue the Company sales and/or use tax exemption certificates for the purpose of providing the sales and/or use tax exemption on such materials. The Company will account for all purchases for which the sales tax exemption is used and will provide such accounting to the City at least quarterly. The Company will reimburse the City and/or the other recipients of the sales and/or use tax if it is determined that such exemption was improperly used or that the City did not have the legal authority to issue such certificate for such purposes, and to otherwise indemnify and defend the City pursuant to **Section 10.01** with respect to the use of the sales and/or use tax exemption certificates.

Section 7.09. Issuance of Bonds.

(a) The Company will cooperate with the City in the City’s issuance of the Bonds in an amount to be agreed upon by the City and the Company. The Company covenants to cooperate and take all reasonable actions necessary to assist the City and its Bond Counsel and financial advisors in the preparation of the Financing Documents to issue the Bonds.

(b) At the time of issuance of the Bonds, the Company further agrees (i) to provide a closing certificate in a form mutually agreeable to the Parties (which shall include a certification regarding the accuracy of the information relating to the Company and the Projects), and (ii) to cause their counsel to provide a legal opinion, subject to reasonable assumptions, qualifications and limitations.

Section 7.10. City to Select Bond Counsel, Bond Trustee, and Financial Advisor. The City shall have the right to select the designated Bond Counsel and the financial advisor (and such additional consultants as the City deems necessary for the issuance of the Bonds).

ARTICLE VIII

**PROPERTY TAX EXEMPTION;
PILOT PAYMENTS**

Section 8.01. Property Tax Exemption. So long as the City owns title to each Project Site and the corresponding Project, the City expects that such Project Site and Project shall be exempt from *ad valorem* taxes on real property. Each Project Site and Project will be leased to the Company. The Company will receive twenty years of abatement for each Project, subject to the requirement to make PILOT Payments as set forth in this **Article VIII**.

The Company covenants and agrees that during each year a Project Site and Project are exempt from *ad valorem* taxes by reason of the City owning title, the Company will make annual payments in lieu of taxes to the City (each such payment, a “**PILOT Payment**”) as described in this **Article VIII** relating to such Project. The City and the Company hereby agree that the Tax Abatement provided by this Agreement shall only apply to the property financed with the proceeds of the Bonds (i.e., property constituting a Project) and shall not apply to property not financed with proceeds of the Bonds.

Section 8.02. Payments in Lieu of Taxes.

(a) The City intends to issue the Bonds in one or more series and to extend Tax Abatement to the Company. Each Project Site will be leased to the Company pursuant to a Lease. The Company will be required to make a PILOT Payment equal to 100% of the taxes that would otherwise be due for the Project Site in each year in which the City owns the Project Site but the 20-year period of Tax Abatement has not yet begun. Upon commencement of the 20-year period of Tax Abatement for each Project Site, the Company will be required to make PILOT Payments in the amounts shown below during each year of the 20-year period of Tax Abatement to be provided to each Project. The Company will be required to make PILOT Payments to the City on or before each December 1 in years that PILOT Payments are due.

Years 1-20	100% of taxes on Project Site based on assessed value in 2017, plus 2% growth every other year
Years 1-5	\$0.05 per square foot of building area
Years 6-8	\$0.08 per square foot of building area
Years 9-10	\$0.12 per square foot of building area
Years 11-12	\$0.14 per square foot of building area
Years 13-20	\$0.55 per square foot of building area

(b) The “building area” set forth in subsection (a) above shall be determined by calculating the total square footage of vertical building space constructed upon each Project Site, whether or not such space is leasable or leased.

(c) The Company will be required to exercise its option pursuant to a Lease to purchase each Project Site and Project no later than December 31 of the twentieth year of the Tax Abatement. If title to the Project Site and Project has not been transferred by the City to the Company before such December 31, then on the following December 1, and each year thereafter until title to the Project Site and Project is transferred to the Company, the Company will be required to pay to the City a PILOT Payment equal to

100% of the amount that would otherwise be payable to each taxing jurisdiction but for the City's ownership thereof.

Section 8.03. Distribution of PILOTS. Within 30 days of the date of receipt of the PILOT Payments pursuant to **Section 8.02**, the City or other designated billing/collection agent shall distribute the PILOT Payment, after reduction for the administrative costs of the City as provided by **Section 8.05** below, among the taxing jurisdictions in proportion to the amount of taxes which would have been paid in each year had the Project not been exempt from taxation pursuant to this Agreement.

Section 8.04. Obligation of City to Effect Tax Abatement. The City agrees to take all actions within its control to obtain and/or maintain in effect the exemption referred to in **Section 8.01** above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of any governmental taxing authority to recognize the exemption provided herein. The City covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of *ad valorem* taxes on the Project. In the event such a levy or assessment should occur, the City shall, at the Company's request and at the Company's expense, fully cooperate with the Company in all reasonable ways to prevent and/or remove any such levy or assessment against the Project.

Section 8.05. Administration Costs. Under Section 100.050 of the Chapter 100 Act, the City may require the Company to reimburse the City for its actual costs of issuing the Bonds and administering the Plan including costs associated with this Agreement, in an amount of no greater than \$1,000 per year. The City will provide a statement for such costs to the Company not later than November 15th of each year and the Company will reimburse the City for its costs on or before December 1 of each year continuing until December 1 of the year in which this Agreement expires or is terminated.

Section 8.06. Other Property Taxes in Connection with the Projects. The real property tax exemption provided by the City's ownership of the Projects is expected to apply to all interests in the Projects during the period they are owned by the City. If any *ad valorem* property taxes are levied by or on behalf of any Taxing Jurisdiction against any interest in the Projects during the period the City owns the Projects (including, without limitation, any *ad valorem* taxes levied against the Company's rights in the Lease), the amount of *ad valorem* tax payments related to such levy or levies which are paid by the Company and received by the City shall be credited against and reduce on a *pro rata* basis the amount of the PILOT Payments the Company is obligated to pay pursuant to this Agreement. The Company shall be responsible for any taxes related to any interest in the Projects which the Company owns in its own name or granted to the Company other than pursuant to the Lease.

Section 8.07. Cessation of Operations at the Project Site.

If for any reason the Company completely abandons or ceases leasing or marketing activity at any of the Project Sites during the term of this Agreement for a period of at least 180 consecutive days, and the Company fails to exercise its option to purchase the applicable portions of the Project Sites within 180 days after such abandonment or cessation of leasing or marketing activity, the Company shall make a PILOT Payment to the City (to be distributed as provided in **Section 8.02**) with respect to the abandoned Project Site equal to 100% of the amounts that would otherwise be payable to each taxing jurisdiction if the Project Site was not owned by the City. Such payment shall be made on or before December 1 in the year in which the Company completely vacates, abandons or ceases operations and on each December 1 thereafter for each year in which the Projects are, on January 1 of such year, still titled in the name of the City, and the Company has completely vacated, abandoned or ceased operations at a Project Site.

Section 8.08. No Abatement on Special Assessments, Licenses or Fees. The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City

or any other taxing jurisdiction with respect to the Projects. The Company hereby agrees to make payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Projects if such Projects were not owned by the City.

ARTICLE IX

COVENANTS AND AGREEMENTS

Section 9.01. Inspection. The City may conduct such periodic inspections of the Projects as may be generally provided in the City's ordinances. In addition, the Company agrees that the City and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least five business days' advance written notice and to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Sites to examine and inspect the Projects and only such records of the Company as may be required to demonstrate compliance with this Agreement.

Section 9.02. Compliance with Laws. To the best of the Company's knowledge, the Projects are and will be in material compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Projects, including Environmental Laws, subject to all applicable rights of the Company to contest the same.

Section 9.03. Purchase, Construction, Improvement, Installation and Operation. The Projects will be purchased, constructed, improved, installed and operated in a manner that is generally consistent with the intent of the Projects described herein and in the Lease.

Section 9.04. Maintenance of Existence. The Company agrees that prior to Completion of Construction, they will maintain their corporate or limited liability company existence, and will not dissolve or otherwise dispose of all or substantially all of their assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation or limited liability company (i.e., a corporation incorporated and existing under the laws of one of the states of the United States) or permit one or more other domestic corporations or limited liability companies to consolidate with or merge into them, or may sell or otherwise transfer to another domestic corporation or limited liability company all or substantially all of their assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee corporations or limited liability companies expressly assume in writing all the obligations of the Company contained in this Agreement; and, further provided, that the surviving, resulting or transferee corporations or limited liability companies, as the case may be, have a consolidated net worth (after giving effect to said consolidation, merger or transfer) at least equal to or greater than that of the Company immediately prior to said consolidation, merger or transfer and there shall be delivered to the City and the Trustee a Certificate of an independent certified public accountant to such effect. The term "net worth", as used in this Section, shall mean the difference obtained by subtracting total liabilities (not including as a liability any capital or surplus item) from total assets of the Company and all of its subsidiaries.

Section 9.05. Maintenance and Repairs. Throughout the term of each Lease, the Company shall, at its own expense, (i) keep the Leased Property in reasonably safe operating condition and keep the Leased Property in good repair, reasonable wear, tear, depreciation and obsolescence excepted, making from time to time all repairs thereto and renewals and replacements thereof it determines to be necessary and (ii) keep the Leased Property and all parts thereof free from filth, nuisance or conditions unreasonably increasing the danger of fires.

Section 9.06. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Company shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Leased Property, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Company, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's title to the Leased Property; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the term of a Lease.

(b) Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the right to appeal, protest or otherwise contest any property tax valuation, assessment, classification or similar action.

(c) Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against any payments in lieu of taxes due under **Article VIII** hereof to the extent of any ad valorem taxes imposed with respect to the Projects paid pursuant to this Section.

Section 9.07. Permits and Authorizations.

[Intentionally deleted].

Section 9.08. Damage or Destruction.

(a) If a Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding such Project is of a value not less than the value thereof immediately prior to the occurrence of such damage or destruction. The Net Proceeds of casualty insurance required by **Section 6.04** hereof received with respect to such damage or loss to a Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. Insurance monies in an amount less than \$1,000,000 may be paid to or retained by the Company to be held in trust and used as provided herein. Insurance monies in any amount of \$1,000,000 or more shall be paid to the Trustee and deposited in the Project Fund and shall be disbursed as provided in **Section 4.4** of the Lease to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof.

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Agreement has not been terminated, the excess shall be deposited in the Bond Fund created under the Indenture in the subaccount relating to the applicable portion of the Project damaged or destroyed, subject to the rights of any leasehold mortgagee. Completion of such repairs, restoration, replacement or rebuilding shall be evidenced by a certificate of completion in a form satisfactory to the City and Trustee. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

(c) Except as otherwise provided in this Agreement, in the event of any such damage by fire or any other casualty, the provisions of this Agreement shall be unaffected and the Company shall remain and continue liable for the payment of all PILOT Payments and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(d) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Company agrees to give prompt notice to the City and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project Sites.

(f) The Company shall not, by reason of its inability to use all or any part of the Projects during any period in which the Projects are damaged or destroyed or are being repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Bond owners or to any abatement or diminution of the amounts payable by the Company under this Agreement or of any other obligations of the Company under this Agreement except as expressly provided in this Section.

Section 9.09. Lender Approval. Notwithstanding any of the requirements contained in **Section 9.08** above, the proceeds of any insurance received subsequent to a casualty shall be applied as directed by the financing documents for any lender on a Project Site.

Section 9.10. Environmental Requirements. As used in this Section, the following terms have the following meanings:

“Hazardous Substances” means all (i) “hazardous substances” (as defined in 42 U.S.C. §9601(14)), (ii) “chemicals” subject to regulation under Title III of the Superfund Amendments and Reauthorization Act of 1986, as amended from time to time (iii) natural gas liquids, liquefied natural gas or synthetic gas, (iv) any petroleum, petroleum-based products or crude oil, or (v) any other hazardous or toxic substances, wastes or materials, pollutants, contaminants or any other substances or materials which are included under or regulated by any Environmental Law.

(a) The Company will provide the City and the Trustee with copies of any notifications of releases of Hazardous Substances or of any environmental hazards or potential hazards which are given by or on behalf of the Company to any federal, state or local or other agencies or authorities or which are received by the Company from any federal, state or local or other agencies or authorities with respect to the Leased Property. Such copies shall be sent to the City and the Trustee concurrently with their being mailed or delivered to the governmental agencies or authorities or within ten days after they are made or received by the Company.

(b) The Company will use its reasonable best efforts to comply with and operate and at all times use, keep and maintain the Leased Property and every part thereof (whether or not such property constitutes a facility, as defined in 42 U.S.C. § 9601 *et. seq.*) in material conformance with all applicable Environmental Laws. Without limiting the generality of the foregoing, the Company will not use, generate, treat, store, dispose of or otherwise introduce any Hazardous Substance into or on the Leased Property or any part thereof nor cause, suffer, allow or permit anyone else to do so except in the ordinary course of the operation of the Company’s business and in compliance with all applicable Environmental Laws.

(c) Prior to the transfer to the City of any Project Site, the Company will deliver to the City a Phase I environmental site assessment evidencing that Hazardous Substances do not exist on the Project Site. In the event the Phase I environmental site assessment reports the need for further investigation of the existence of Hazardous Substances on the Project Site, the Company will obtain a Phase II environmental site assessment.

(d) The Company hereby agrees that, anything to the contrary notwithstanding, it will defend, indemnify and hold harmless the City, its governing body members, employees, attorneys and agents against any and all claims, demands, actions, causes of action, loss, damage, injury, liability and/or expense (including reasonable attorneys' fees and court costs) resulting from, arising out of, or in any way connected with the presence of Hazardous Substances on any of the Project Sites.

ARTICLE X

INDEMNIFICATION AND RELEASE

Section 10.01. Indemnity. The Company agrees to indemnify, defend, and hold the City, its officials, agents and employees (collectively, the "**City Indemnified Parties**") harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and reasonable attorneys' fees, directly resulting from:

(a) the Company's actions and undertaking in design, construction, leasing, operation and implementation of the Projects and the performance of the terms of this Agreement;

(b) the negligence or willful misconduct of the Company, their employees, agents or independent contractors in connection with the design, construction, leasing, operation and implementation of the Projects and the performance of terms of this Agreement;

(c) any unreasonable delay or expense resulting from any litigation filed against the Company by any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor;

(d) [intentionally deleted];

(e) the Company's failure to comply with all applicable laws regarding the payment of prevailing wages to contractors or subcontractors of the Company;

(f) the Company's Event of Default in any term of this Agreement.

Section 10.02. Notification of Action. In the event any suit, action, investigation, claim or proceeding (collectively, an "**Action**") is begun or made as a result of which the Company may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties shall give prompt notice to the Company of the occurrence of such event. After receipt of such notice, the Company may elect to defend, contest or otherwise protect the City Indemnified Parties against any such Action, at the reasonable cost and expense of Company, utilizing counsel of the Company's choice. The City Indemnified Parties shall assist, at Company's sole discretion, in the defense thereof. In the event that the Company shall fail to timely defend, contest or otherwise protect any of the City Indemnified Parties against such Action, the City Indemnified Parties shall have the right to do so, and (if such defense is undertaken by the City Indemnified Parties after notice to the Company asserting the Company's failure to

timely defend, contest or otherwise protect against such Action) the reasonable and necessary cost of such defense shall be at the expense of the Company.

Section 10.03. Settlement. Any one of the City Indemnified Parties shall submit to the Company any settlement proposal that the City Indemnified Parties shall receive which may only be accepted with the approval of the Company. Neither the Company nor the City Indemnified Parties will unreasonably withhold its consent to a proposed settlement.

Section 10.04. Survival. The right to indemnification set forth in this Agreement arising during the term of this Agreement shall survive the Closing.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Reserved.

Section 11.02. Company Event of Default. Subject to Excusable Delays, a “Company Event of Default” shall include the following:

(a) Any representation or warranty made by the Company herein or in any written statement or certificate furnished to the City proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected or brought into compliance within forty-five (45) days after there has been given to the Company by the City a written notice specifying such untruth and requiring it to be remedied; provided, that if such untruth cannot be fully remedied within such forty-five (45) day period, but can reasonably be expected to be fully remedied and the Company is diligently attempting to remedy such untruth, such untruth shall not constitute an event of default if the Company shall immediately upon receipt of such notice diligently attempt to remedy such untruth and shall thereafter prosecute and complete the same with due diligence and dispatch;

(b) Substantial default by the Company in the performance or breach of any covenant or agreement of the Company in a Lease, following notice and exhaustion of the right to cure as provided in the Lease;

(c) Failure of the Company to make the PILOT Payments required to be paid hereunder within thirty (30) days after written notice and demand by the City;

(d) Substantial default in the performance or breach of any other covenant or agreement of the Company in this Agreement not specifically covered in (a) through (c) above, and continuance of such default or breach for a period of sixty (60) days after City has delivered to Company a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such sixty (60) day period, but can reasonably be expected to be fully remedied and the Company is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the Company shall, immediately upon receipt of such notice, diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch; provided, however, notwithstanding any other provision of this Agreement to the contrary, in no event shall a Company Event of Default be deemed to exist if the facts underlying the specific potential Company Event of Default have been caused by a City Event of Default.

Any such default or breach by the Company applicable to one Project phase shall not affect the rights of Company with respect to the other Project phases, including, without limitation, the Company’s

rights to tax abatement as set forth in Article VIII herein. For avoidance of doubt, a default by the Company with respect to one Project phase shall not constitute a default by the Company with respect to the other Project phases.

Section 11.03. City Event of Default. A “City Event of Default” shall include the following:

(a) Any representation or warranty made by the City herein proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected or brought into compliance within forty-five (45) days after there has been given to the City by the Company a written notice specifying such untruth and requiring it to be remedied; provided, that if such untruth cannot be fully remedied within such forty-five (45) day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such untruth, such untruth shall not constitute an event of default if the City shall immediately upon receipt of such notice diligently attempt to remedy such untruth and shall thereafter prosecute and complete the same with due diligence and dispatch; or

(b) The occurrence and continuance of any default in the performance or breach of any covenant or agreement of the City in this Agreement, and continuance of such default or breach for a period of sixty (60) days after there has been given to the City by Company a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such sixty (60) day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the City shall, immediately upon receipt of such notice, diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch; provided, however, notwithstanding any other provision of this Agreement to the contrary in no event will a City Event of Default be deemed to exist if the facts underlying the specific potential City Event of Default have been caused by a Company Event of Default.

Section 11.04. Remedies.

(a) Upon the occurrence of a Company Event of Default, the City shall have the right to pursue any one or more of the following courses of action: (i) to declare an event of default under a Lease; (ii) to take such actions as deemed necessary by the City to remedy the breach, the costs of which may be charged to the defaulting party, or offset against any payments due under this Agreement to the defaulting Party; (iii) to terminate this Agreement with respect to the applicable Project at issue by written notice to the defaulting party, which termination shall be effective with respect to the applicable Project as of the effective date which is set forth in said notice, provided that said effective date shall be at least thirty (30) days after the date of said notice; and (iv) to institute any and all proceedings permitted by law or equity including, without limitation, actions for specific performance and/or damages (but in no event shall the Company be enjoined to construct any improvement).

(b) Upon the occurrence of a City Event of Default, the Company shall have the right to pursue any one or more of the following courses of action: (i) to take such actions as deemed necessary by the Company to remedy the breach, the costs of which may be charged to the City or offset against any payments due under this Agreement to the City; (ii) to terminate this Agreement by written notice to the City, which termination shall be effective as of the effective date which is set forth in said notice, provided that said effective date shall be at least thirty (30) days after the date of said notice; and (iii) to institute any and all proceedings permitted by law or equity including, without limitation, actions for specific performance and/or damages.

(c) Upon a Company Event of Default hereunder this Agreement may be terminated with respect to the applicable Project phase by written notice to the Company from the City. Upon such Project termination the Company shall make a PILOT Payment to the City equal to (i) the *pro rata* amount payable pursuant to **Section 8.02** hereof from January 1 of the year in question through the effective date of termination for the applicable Project phase, plus (ii) the *pro rata* amount of taxes that would be due for the remaining portion of the year with respect to the applicable Project phase assuming the Leased Property was not subject to Tax Abatement during such year; provided, however, the payment of PILOT Payments following cessation of marketing or leasing activity shall be governed by **Section 8.07**.

Section 11.05. Enforcement. In addition to the remedies specified in **Section 11.04**, upon the occurrence of a Company Event of Default, the City or any taxing jurisdictions that would benefit from the PILOT Payments provided for in this Agreement may bring an action for specific performance to enforce such payments. In the event of litigation pertaining to the enforcement of this Agreement, the losing party shall pay all costs of litigation, including reasonable attorneys' fees.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 12.01. Consents and Cooperation. Wherever in this Agreement the consent or approval of the City is required, such consent or approval shall not be unreasonably withheld, delayed or conditioned, shall be in writing and shall be executed by a duly authorized officer or agent of the party granting such consent or approval. Further, the City and the Company agree to take such reasonable actions as may be necessary to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions and intent. Any consent or approval required by the City may be provided by the City Manager and the City Manager may seek the input or a decision from the City Council on any matter.

Section 12.02. Relationship. In the performance of this Agreement, the Company shall act solely as an independent contractor. Neither this Agreement nor any agreements, instruments, documents, or transactions contemplated hereby shall in any respect be interpreted, deemed or construed as making the Company a partner, joint venturer with, or agent of, the City. The City and the Company agree that neither party will make any contrary assertion, claim or counterclaim in any action, suit, arbitration or other legal proceedings involving the City and the Company.

Section 12.03. Applicable Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Missouri for all purposes and intents.

Section 12.04. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the City and the Company with respect to the matters herein and no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the City and the Company.

Section 12.05. Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

Section 12.06. Severability. In the event any section, term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision.

Section 12.07. Limit on Liability. The Parties agree that no official, director, officer, agent, employee, representative, attorney or consultant of the City shall be personally or otherwise in any way liable to the Company in the event of any default, breach or failure of performance by the City under this Agreement or for any amount which may become due to the Company or with respect to any agreement, indemnity, or other obligation under this Agreement.

Section 12.08. Headings. Headings of articles and sections are inserted only for convenience and are in no way to be construed as a limitation or expansion on the scope of the particular articles, sections or subsections to which they refer. Words in the singular shall include the plural, and vice versa, where appropriate.

Section 12.09. Notices. Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally or by a reputable overnight delivery service:

- | | |
|--------------------------------|---|
| In the case of the Company to: | NorthPoint Development
4825 NW 41 st Street #500
Riverside, Missouri 64150
Attention: Brent Miles |
| With a copy to: | Levy Craig Law Firm
4520 Main Street, Suite 1600
Kansas City, Missouri 64111
Attention: Scott Seitter |
| In the case of the City to: | City of Belton, Missouri
506 Main Street
Belton, MO 64102
Attention: City Manager |
| With a copy to: | City of Belton, Missouri
506 Main Street
Belton, MO 64102
Attention: City Attorney |
| With a copy to: | Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108
Attention: Sid Douglas |

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

Section 12.10. Waiver. The failure of either Party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either Party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party.

Section 12.11. Negotiation of Agreement. The City and Company are governmental and business entities, respectively, each having been represented and advised by competent counsel, and each has fully participated in the negotiation and drafting of this Agreement and has had ample opportunity to review and comment on all previous drafts. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

Section 12.12. Tax Implications. The Company acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents have provided to them any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Company is relying solely upon its own tax advisors in this regard.

Section 12.13. Exhibits. All exhibits which are attached or referred to in this Agreement are specifically incorporated herein by reference and form an integral part hereof.

Section 12.14. Agreement to Control. In the event of any conflict between the terms of this Agreement and any other agreements between the City and the Company, the provisions of this Agreement shall control and supersede the conflict.

Section 12.15. Term of Agreement. Except as otherwise provided herein, this Agreement shall continue in force for so long as (a) any Bonds shall remain outstanding; or (b) any phase of a Project is titled in the name of the City. This Agreement shall terminate on the retirement of all Bonds issued with respect to the Projects.

Section 12.16. Electronic Storage of Documents. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means.

Section 12.17. Employee Verification. The Company shall comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement (i.e., the Company) to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City Clerk on or before November 15 of each year during the term of this Agreement, beginning November 15, 2018, and also upon execution of this Agreement.

Section 12.18. Survival of Representations. The representations of the Parties set forth in this Agreement shall survive the Closings.

ARTICLE XIII

ASSIGNMENT

Section 13.01. Assignment or Sale Prior to Completion of Construction. Prior to the Completion of Construction of the Projects, the Company shall not assign any of its rights hereunder (a "Transfer") without first obtaining the written consent of the City. Notwithstanding the foregoing, the City shall not withhold its consent if it is reasonably satisfied that the proposed assignee has significant

experience developing or managing industrial parks and the financial ability to complete the Project. Subject to the requirements of **Section 9.04**, and notwithstanding the foregoing, so long as the Company is not in default hereunder, the Company may (a) consummate a Transfer to an Affiliate without the necessity of obtaining the City's consent, or (b) collaterally assign this Agreement to lenders providing financing for the Project. Company shall notify City of any Transfer permitted hereunder within ten (10) days of closing on such assignment.

In the event of a Transfer pursuant to this **Section 13.01**, upon delivery to the City of an assumption document as described in **Section 13.02(b)** below, the Company shall be released from any further obligations set forth herein accruing after the date of such assignment.

Section 13.02. Assignment or Sale After Completion of Construction. Following Completion of Construction of the Projects, this Agreement and the rights, duties and obligations hereunder as they relate to the each of the Projects may be fully and freely assigned by the Company subject to the following:

(a) The Company shall represent to the City, and the City shall conclude that, in the sole reasonable opinion of the City the assignee has the financial capability to fulfill the obligations of the Company under this Agreement and possesses the management experience to operate the Project.

(b) Every assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Company under this Agreement and any agreements associated with the Tax Abatement and agree to be subject to all the conditions and restrictions to which the Company is subject.

In the event this Agreement is assigned in whole pursuant to this **Section 13.02** upon delivery to the City of the assumption document required by subparagraph (b), the Company shall be released from any further obligations set forth herein accruing after the date of such assignment. The Company shall notify City of any such assignment including presentation of the assumption of obligation instrument within ten (10) days of closing on such assignment. At all times, without the consent of the City, the Company may collaterally assign this Agreement to lenders providing financing for the Projects.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the Parties have executed this Development and Performance Agreement on the date first written above.

CITY OF BELTON, MISSOURI

By: _____
Jeff Davis
Mayor

(SEAL)

ATTEST:

Patti Ledford
City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

BE IT REMEMBERED, that on this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jeff Davis, the Mayor for the City of Belton, Missouri, a City existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such person duly acknowledged the execution of the same to be the free act and deed of said City.

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

Notary Public

[SEAL]

My Commission Expires:

EXHIBIT A

DESCRIPTION OF THE PROJECT SITES

Part of Lot 1 of the Northwest Quarter, and part of the Southwest Quarter, all in Section 1, Township 46 North of the Baseline, 33 West of the Fifth Principal Meridian, Belton, Cass County, Missouri, described as follows: Commencing at the Southeast corner of the Southwest Quarter of said Section 1; thence North 02 degrees 30 minutes 02 seconds East on the East line of said Southwest Quarter, 835.81 feet to the North right-of-way line of 162nd Street, and the point of beginning; thence North 85 degrees 41 minutes 10 seconds West on said North right-of-way line, 1,354.87 feet to the East right-of-way line of U.S. Highway 71; thence North 04 degrees 00 minutes 31 seconds East, on said East right-of-way line, 8.68 feet to an angle point in said East right-of-way line, being 280 feet left of Highway 71 centerline Station 77+31; thence North 85 degrees 23 minutes 51 seconds West on said East right-of-way line, 176.62 feet to an angle point in said East right-of-way line, being 117 feet left of centerline Station 76+63; thence North 18 degrees 02 minutes 32 seconds West on said East right-of-way line, 146.04 feet to the East line of a tract described in Book 540, Page 192 at the Cass County Recorder's Office; thence South 03 degrees 27 minutes 49 seconds West on said East right-of-way line and East line of said tract, 27.28 feet to an angle point in said East right-of-way line; thence North 18 degrees 02 minutes 32 seconds West on said East right-of-way line, 1,294.42 feet to the North line of said tract; thence South 85 degrees 34 minutes 06 seconds East on said East right-of-way line and the North line of said tract, 100.64 feet to an angle point in said East right-of-way line; thence North 18 degrees 02 minutes 32 seconds West on said East right-of-way line, 1,556.39 feet to a point of curvature being 200 feet left of centerline Station 47+30, also being 50 feet left of Highway 71 Outer Road Station 47+30; thence Northwesterly on a curve to the right on said East right-of-way line (said curve having a radius of 1,096.00 feet, a chord bearing of North 09 degrees 02 minutes 32 seconds West, a chord distance of 342.90 feet, and an initial tangent bearing of North 18 degrees 02 minutes 32 seconds West), an arc length of 344.32 feet to a point of tangency, being 50 feet left of Highway 71 Outer Road Station 43+70; thence North 00 degrees 02 minutes 32 seconds West on said East right-of-way line, 63.01 feet to the North line of Lot 1 of the Northwest Quarter of said Section 1; thence South 85 degrees 28 minutes 47 seconds East on said North line, 2,554.63 feet to the Northeast corner of Lot 1; thence South 02 degrees 29 minutes 12 seconds West on the East line of said Lot 1, 1,320.18 feet to the Northeast corner of the Southwest Quarter of said Section 1; thence South 02 degrees 30 minutes 02 seconds West, 1,822.34 feet to the point of beginning.

EXHIBIT B

DESCRIPTION OF THE PROJECTS

The Projects consist of developing approximately 150 acres in five phases. Each phase is to include the construction of a building ranging from 230,000 to 622,000 square feet for Class A industrial use. Total build out is expected to be complete in five to ten years.

EXHIBIT C

COMPANY PUBLIC IMPROVEMENTS

Company Public Improvements include:

Street Improvements. Street improvements include:

- Construction of the new interior public streets, curbs and gutters, sidewalks, storm sewer, and associated appurtenances;
- Modifications to the Outer Road, including, at the minimum, base repairs, pavement improvements to accommodate commercial truck traffic, curb and gutter, and geometric improvements/turn lanes at the intersection of the Outer Road and the new interior road;
- Construction and extension of the Outer Road to 162nd Street and geometric improvements at the intersection of the Outer Road and 162nd Street.

Water Line Improvements. Water line improvements include:

- Construction of a 12-inch water line extending from the existing water line on the Outer Road and 162nd Street to the new interior road; and extension of the 12-inch water line on the new interior road connecting into the existing water line on Allen Avenue.

Sanitary Sewer Improvements. Sanitary sewer improvements include:

- Construction of a 10-inch sanitary sewer main extending from the new interior road connecting into the existing sewer main on Allen Avenue.

Storm Sewer Improvements. Storm sewer improvements include:

- Construction of storm sewer along the Outer Road and the new interior road
- Shared stormwater improvements in the vicinity of Allen Avenue and 161st Street intersection, as mutually agreed upon by the Parties.

Public improvements will be constructed in accordance with the City of Belton Design and Construction Manual and City of Belton Code of Ordinances and Unified Development Code as shown on the Preliminary Plan and as revised to meet City of Belton standards on the Final Plan.

EXHIBIT D

FORM OF CERTIFICATE OF COMPLETION OF CONSTRUCTION

CERTIFICATE OF COMPLETION OF CONSTRUCTION

The undersigned, NORTHPOINT DEVELOPMENT, LLC (the "Company"), pursuant to that certain DEVELOPMENT AND PERFORMANCE AGREEMENT (the "Development Agreement") effective as of the _____ day of _____, 2018, by and between the CITY OF BELTON, MISSOURI (the "City"), a constitutional charter city organized and existing under the laws of the State of Missouri, and the Company, hereby certifies to the City as follows:

1. That as of _____, 20__, the construction of [Project No. ___] [the Company Public Improvements (as such terms are defined in the Development Agreement)] has been completed in accordance with the Development Agreement.

2. The [Project] [Company Public Improvements] have been completed and installed in a good and workmanlike manner and in accordance with the Plans & Specifications (as defined in the Development Agreement).

3. The acquisition, construction and installation of the [Project] [Company Public Improvements] have been substantially completed.

4. This Certificate of Completion of Construction is being issued by the Company to the City in accordance with the Development Agreement to evidence the Completion of Construction and the Company's satisfaction of all obligations and covenants with respect to such construction.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, _____.

NORTHPOINT CONSTRUCTION, LLC
a Missouri limited liability company

By: _____
Name: _____
Title: _____

ACCEPTED:

CITY OF BELTON, MISSOURI

By: _____
Name: _____
Title: _____

(Insert Notary Form(s) and Legal Description)

EXHIBIT E

COMPANY ENGAGEMENT LETTER

[Date]

NorthPoint Development
4825 NW 41st Street #500
Riverside, Missouri 64150
Attention: Brent Miles

Re: Belton, Missouri Taxable Industrial Development Revenue Bonds (NorthPoint Development Project)

Dear Brent:

This letter is to confirm our engagement to serve as bond counsel in connection with the proposed issuance of the above-referenced bonds (the "*Bonds*") in one or more series, the proceeds of which will be used to acquire and construct an industrial development project to be owned by the City of Belton, Missouri (the "*Issuer*") and leased to NorthPoint Development, LLC, a Missouri limited liability company ("*Company*"). The purpose of this letter is to set forth our responsibilities and fees with respect to these transactions.

SCOPE OF ENGAGEMENT

In this engagement, as Chapter 100 bond counsel to the Issuer we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "*Bond Opinion*") regarding the validity and binding effect of the Bonds, and such related matters as we deem necessary or appropriate.
- (2) Examine applicable law as it relates to the authorization and issuance of the Bonds and our Bond Opinion and advise the Issuer regarding the legal authority for the issuance of the Bonds and other legal matters related to the structure of the Bonds.
- (3) Prepare or review authorizing proceedings and other legal documents necessary or appropriate to the authorization, issuance and delivery of the Bonds and the lease of the Project to the Company and coordinate the authorization and execution of documents.
- (4) Prepare the Issuer's declaration of official intent to reimburse Project Costs paid by the Company prior to the issuance of the Bonds.
- (5) Draft the necessary public notice and proceedings for the required public hearing with respect to the Bonds.
- (6) Attend meetings and conferences related to the Bonds and otherwise consult with the parties to the transaction prior to the issuance of the Bonds.

- (7) Coordinate the closing of the transaction, and after the closing assemble and distribute transcripts of the proceedings and documentation relating to the authorization and issuance of the Bonds.
- (8) Undertake such additional duties as we deem necessary to complete the financing and to render our Bond Opinion.
- (9) Prepare the Chapter 100 Plan and related documents and coordinate notice to the affected taxing jurisdictions and related matters.

Our Bond Opinion will be addressed to the Issuer and the Company and will be delivered by us on the date the Bonds are exchanged for their purchase price (the “Closing”).

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials, officers of the Company and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer and the Company with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Company to provide us with complete and timely information on all developments pertaining to any aspect of the Projects, the Bonds and the security for the Bonds.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us and the Issuer. We assume that all other parties, including the Company, will retain such counsel, as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to the Company or any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for herein; the Company’s execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

FEES

Although the Issuer will be our sole client, the Company will be responsible for paying our legal fees. Based upon an estimated principal amount of \$105,000,000, our fee as Chapter 100 Bond Counsel, including the Chapter 100 process, will be: (i) \$30,000 due within ten (10) days of approval of the Chapter 100 Plan and the Development and Performance Agreement, (ii) \$40,000 for the first series of Bonds, and (iii) \$15,000 for each subsequent series of Bonds. The full amount of the Bond fee for each series of Bonds will be payable at the time of issuance of each series of the Bonds.

RECORDS

Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of the engagement.

If the foregoing terms are acceptable to you, please so indicate by return the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

Very truly yours,

ACCEPTED AND APPROVED:

NORTHPOINT DEVELOPMENT, LLC

By: _____

Name: _____

Its: _____

Date: _____, 2018

cc:

SECTION VI

I

AN ORDINANCE AUTHORIZING THE CITY OF BELTON, MISSOURI THROUGH ITS FIRE DEPARTMENT TO PURCHASE A THREE YEAR SUBSCRIPTION WITH EMERGENCY SERVICES MARKETING CORPORATION, INC., D/B/A IAMRESPONDING.COM TO PROVIDE MESSAGING AND A SECONDARY MEANS OF ALARM NOTIFICATION FOR THE FIRE DEPARTMENT.

WHEREAS, the Fire Department entered into its first annual subscription agreement with IamResponding in 2017 for a secondary alarm notification system under Ordinance 2017-4373; and

WHEREAS, there is a continuing need for a secondary alerting system for alarm notification for ISO points that meet all of the department's needs for ISO scoring; and

WHEREAS, IamResponding.com product handles both the messaging and secondary alarm notification and also provides mapping of streets, hydrant location and pertinent building information; and

WHEREAS, almost all of the departments in Cass County are using the IamResponding.com product. The departments can see all of their information as well as all of Belton's information; and

WHEREAS, the Fire Department believes this subscription service is beneficial and provides a level of service that enhances response times and therefore, recommends renewal for a three (3) year term, billed annually; and

WHEREAS, the City Council believes this subscription service is beneficial and enhances the productivity and response times for firefighters in the Belton community.

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

Section 1. That the City Council hereby authorizes and approves the Subscription Renewal Agreement with Emergency Services Marketing Corporation D/B/A IamResponding.com, herein attached and incorporated as **Exhibit A** to this Ordinance, for the Fire Department's secondary notification and messaging system.

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

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

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

READ FOR THE FIRST TIME: June 12, 2018

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2018.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 12th day of June, 2018, and thereafter adopted as Ordinance No. 2018-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2018, after the second reading thereof by the following vote, to-wit:

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

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



SUBSCRIPTION RENEWAL AGREEMENT

FULL SUBSCRIBER NAME:

Belton Fire Department (MO)

(The name of the entity that is subscribing, hereinafter "Subscriber")

RENEWAL SUBSCRIPTION
COMMENCEMENT DATE:

June 12, 2018

This Agreement is entered into by and between Emergency Services Marketing Corp., Inc. ("ESMC"), as the duly licensed provider of the lamResponding.com services ("IaR"), and Subscriber. Pursuant to the Terms and Conditions set forth herein, ESCMC agrees to provide Subscriber with access to IaR, for the term and at the costs set forth herein. Subscriber is solely responsible for obtaining its' own internet connection and hardware.

1. This renewal subscription shall commence on the Renewal Subscription Commencement Date set forth above, and shall terminate one, three or five year(s) from the Commencement Date, depending on the option selected in paragraph 2(a) below. Subscriber's access to IaR shall not be provided by ESCMC until ESCMC has received this signed Subscription Agreement from Subscriber.

2. a) Term and Base Subscription Fee:

The subscription term and fee selected by Subscriber is as follows:

(In this section, you must check at least one box, and in some cases, two boxes.)

One-year Subscription

\$800

Three-year Subscription

Subscriber will pay this (select a payment option below, and check the box):

Annually, at \$725/year; or

Up-front, for a total of \$2,066 (5% discount from annual payment rate)

Five-year Subscription (**BEST VALUE!**)

Subscriber will pay this (select a payment option below, and check the box):

Annually, at \$650/year; or

Up-front, for a total of \$3,087 (5% discount from annual payment rate)

b) Telephone Call Costs: \$10/year.

This is paid annually, together with your annual Base Subscription Fee. If you have selected a multi-year Term, paid up front, then the amount due up front is \$10, times the number of years of your selected Term (\$30 for a 3-year agreement; \$50 for a 5-year agreement).

3. The subscription fee for one-year subscriptions, and for three and five year subscriptions at the paid up-front rate, shall be paid in full on or before the Commencement Date of the subscription.

Subscription Agreement to lamResponding.com (KGF)

Please return by facsimile to: (315) 314-7748

Or mail to: Emergency Services Marketing Corp., Inc. P.O. Box 93, Dewitt, NY 13214-0093

Page 1 of 4

Subscription fees for three and five year subscriptions paid annually shall be paid to ESMC in equal annual payments which shall be due and payable, in advance, on each anniversary of the Commencement Date for the duration of the subscription, without invoice.

4. All subscription fees are in US funds, and shall be paid in US funds.
5. This Subscription Agreement expressly adopts and incorporates the Terms of Use of IaR, which are posted on the IaR site at www.iamresponding.com.
6. Subscriber shall not share the functionality, or any portion, of IaR with any other entity, at any time. Any such sharing shall be deemed a material breach of this Agreement.
7. If Subscriber defaults in any respect whatsoever with regard to the terms and conditions of this Subscription Agreement or the Terms of Use, ESMC shall have the right, in its sole discretion, to suspend or terminate Subscriber's subscription to IaR, and to suspend or terminate Subscriber's access to IaR. Any payments not timely made shall be considered a material default by Subscriber.
8. ESMC reserves the right to modify the appearance, content and/or functionality of IaR at any time, in its sole discretion, with the understanding that core functionality will be maintained.
9. If Subscriber has a website for its department or agency on which it is able to place links to other websites, Subscriber shall add a link on its site to www.iamresponding.com.
10. Subscriber warrants that its subscription to IaR was not procured through the efforts of any sales person other than Kelsey Furth (insert "none" if no sales person was involved in procuring this subscription).
11. Subscriber understands that the subscription fee that is being paid for each year of a multi-year subscription is a discounted fee made available to Subscriber only because of Subscriber having entered into a multi-year Subscription Agreement. Subscriber further understands that ESMC has or may enter into certain financial obligations based upon projections which rely upon Subscriber honoring its multi-year agreement. If Subscriber terminates a multi-year Subscription Agreement for any reason whatsoever, Subscriber agrees to pay, as liquidated damages for such termination, a sum equal to 1.25 times the average annual subscription fee set forth in Section 2(a) for each full and partial year of the subscription between the Commencement Date and the termination date (any subscription fee payments already paid to ESMC for that time period will be credited against this charge). For paid up-front subscriptions, the average annual fee shall be the total fee set forth in Section 2(a), divided by the number of years paid for.
12. ESMC shall provide Subscriber with 24x7x365 email technical support. Support requests shall be addressed to support@emergencysmc.com. Subscriber understands that ESMC will use its best efforts to classify the level of urgency of each support request, that such classifications shall be made in the sole discretion of ESMC, and that the response time for each support request will be dependent upon such classification.
13. Subscriber understands that there may be periodic service interruptions to IaR as the result of events or circumstances beyond the control of ESMC. ESMC has taken, and will continue to exercise, commercially reasonable efforts to mitigate such interruptions.
14. If all or part of any provision of this Subscription Agreement or of the Terms of Use shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such portion(s) of the provision(s)

Subscription Agreement to iamResponding.com (KGF)

Please return by facsimile to: (315) 314-7748

Or mail to: Emergency Services Marketing Corp., Inc. P.O. Box 93, Dewitt, NY 13214-0093

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as are held to be illegal, invalid or unenforceable shall be construed to reflect the parties' original intent, and the remaining portions and provisions shall remain in full force and effect.

15. This Subscription Agreement may be signed in counterparts, each of which, when combined, shall constitute the whole agreement.
16. This Subscription Agreement and the Terms of Use constitute the entire agreement between Subscriber and ESMC and govern Subscriber's use of IaR, superseding any prior agreements between Subscriber and ESMC. In the event of a specific conflict between the terms and conditions of this Subscription Agreement and the Terms of Use of IaR, the terms and conditions of this Subscription Agreement shall control.
17. Subscriber certifies that Subscriber (**check one box below**):
- IS** a tax-exempt organization, exempt from state and local sales and use taxes on its purchases, and its tax exemption (and/or exempt organization) number is:
12486710 (Please attach tax exemption certificate).
- IS NOT** a tax-exempt organization, and is NOT exempt from state and local sales and use taxes on its purchases.
18. Subscriber warrants that the individual signing this Agreement possesses all authority and consents necessary to enter into this Subscription Agreement on behalf of Subscriber.

Subscribing Entity's Name: City of Belton

Printed Name of Authorized Signor: Jeff Davis

Date: _____

Signature: _____

Emergency Services Marketing Corp., Inc.

By: _____ Date: _____
Daniel R. Seidberg, President

Please return this ENTIRE agreement to us; not just the signature page!

***All checks should be made payable to: Emergency Services Marketing Corp., Inc.
Tax Identification No.: 20-5787005***

SECTION VI

J

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE BADGER METER BEACON ADVANCED METERING ANALYTICS (AMA) MANAGED SOLUTION MASTER AGREEMENT AND BADGER METER TERMS AND CONDITIONS OF SALE AND ADDENDUM BETWEEN THE CITY OF BELTON, MISSOURI AND BADGER METER, INC. FOR THE PURCHASE OF THE BADGER METER BEACON AMA MANAGED SOLUTION SOFTWARE FROM SOLE-SOURCE PROVIDER MIDWEST METER, INC. FOR AN AMOUNT NOT-TO-EXCEED \$24,500 TO REPLACE CURRENT WATER METER READING SOFTWARE.

WHEREAS, the FY2019 budget approved under Ordinance 2018-4415 on March 20, 2018, provides funds to replace and upgrade the current Badger Meter software that is used weekly by Water Services and Finance Departments. This software is used to collect weekly readings from water meters for billing needs. It is approximately 6 years old and is no longer upgradable or technically supported. The current system could simply stop working at any time with no technical support available. The upgraded Badger Meter Beacon Advanced Metering Analytics (AMA) Managed Solution software has a longer service life because it is web-based and updated weekly. This software can be integrated with the City’s utility billing system and can provide automatic analytics to increase system efficiency; and

WHEREAS, the cost for the replacement and upgrade of the current Badger Meter software is \$24,500.00. The cost of the software includes data collection equipment (tablet, transmitter/receiver, battery, and 3-year warranty), system billing software setup, on-site training, and first-year engagement fees (maintenance fees). Included in the total cost is a yearly software and data hosting fee of \$4,640.00. This yearly maintenance fee has been a yearly fee since the first system was installed. This fee maintains the web-based software, data collection interface, storage needs, and technical support. Midwest Meter, Inc. is a sole-source provider of Badger Meter Beacon AMA Managed Solution software, meters, and parts. The City’s Water Services Division staff currently maintains approximately 8,000 Badger meters; and

WHEREAS, the Badger Meter Beacon AMA Managed Solution Master Agreement and Badger Meter Terms and Conditions of Sale and Addendum provide the terms and agreements for usage of the software system. Both the Agreement and Terms and Conditions and Sale and Addendum have been reviewed and approved with modifications between Badger Meter’s Corporate Attorney and the City Attorney; and

WHEREAS, the Council believes that approving the Badger Meter Beacon AMA Managed Solution Master Agreement and Terms and Conditions of Sale and Addendum with Badger Meter and the purchase of Badger Meter Beacon AMA Managed Solution software from sole-source provider Midwest Meter, Inc. in the amount of \$24,500.00 is beneficial to the City of Belton, Missouri to provide software that can be integrated with the City's utility billing system and can provide automatic analytics to increase system efficiency.

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

- Section 1.** The Badger Meter Beacon Advanced Metering Analytics (AMA) Managed Solution Master Agreement and Badger Meter Terms and Conditions of Sale and Addendum between the City of Belton, Missouri and Badger Meter, Inc. for the purchase of the Badger Meter Beacon AMA Managed Solution software from sole-source provider Midwest Meter, Inc. in the amount of \$24,500.00, herein attached and incorporated as **Attachments A, B, and C**, are hereby approved.
- Section 2.** This ordinance shall take effect and be in full force from and after the date of its passage and approval
- Section 3.** All ordinances or parts of ordinances in conflict with the provisions thereof are hereby repealed.

READ FOR THE FIRST TIME: June 12, 2018

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2018.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 12th day of June, 2018, and thereafter adopted as Ordinance No. 2018-___ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ___ day of _____, 2018, after the second reading thereof by the following vote, to-wit:

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

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 12, 2018

DIVISION: Public Works/Water Services

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

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

ISSUE/RECOMMENDATION:

The FY2019 budget provides funds to replace and upgrade the current Badger Meter software that is used weekly by Water Services and Finance Departments. This software is used to collect weekly readings from water meters for billing needs. It is approximately 6 years old and is no longer upgradable or technically supported. The current system could simply stop working at any time with no technical support available. The upgraded Badger Meter Beacon Advanced Metering Analytics (AMA) Managed Solution software has a longer service life because it is web-based and updated weekly. This software can be integrated with the City’s utility billing system and can provide automatic analytics to increase system efficiency.

The cost for the replacement and upgrade of the current Badger Meter software is \$24,500.00. The cost of the software includes data collection equipment (tablet, transmitter/receiver, battery, and 3-year warranty), system billing software setup, on-site training, and first-year engagement fees (maintenance fees). Included in the total cost is a yearly software and data hosting fee of \$4,640.00. This yearly maintenance fee has been a yearly fee since the first system was installed. This fee maintains the web-based software, data collection interface, storage needs, and technical support. Midwest Meter, Inc. is a sole-source provider of Badger Meter Beacon AMA Managed Solution software, meters, and parts. The City’s Water Services Division staff currently maintains approximately 8,000 Badger meters.

The Badger Meter Beacon AMA Managed Solution Master Agreement and Badger Meter Terms and Conditions of Sale and Addendum provide the terms and agreements for usage of the software system. Both the Agreement and Terms and Conditions of Sale and Addendum have been reviewed and approved with modifications between Badger Meter’s Corporate Attorney and the City Attorney.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:		Midwest Meter, Inc.
Amount of Request/Contract:	\$	\$ 24,500.00
Amount Budgeted:	\$	\$ 25,000.00
Funding Source:		662-0000-495-7400
Additional Funds:	\$	NA
Funding Source:		NA
Encumbered:	\$	NA
Funds Remaining:	\$	\$ 500.00

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve an Ordinance of the City of Belton, Missouri authorizing and approving the Badger Meter Beacon Advanced Metering Analytics (AMA) Managed Solution Master Agreement and Badger Meter Terms and Conditions of Sale and Addendum between the City of Belton, Missouri and Badger Meter, Inc. for the purchase of the Badger Meter Beacon AMA Managed Solution software from sole-source provider Midwest Meter, Inc. for an amount not-to-exceed \$24,500 to replace current water meter reading software.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance

Attachment A: Master Agreement

Attachment B: Terms and Conditions of Sale

Attachment C: Terms and Conditions of Sale Addendum

Attachment D: Quote

Attachment E: Engagement Fees Breakout

Attachment F: Sole Source Letter

Attachment G: Product Data Sheet



BADGER METER
BEACON AMA MANAGED SOLUTION
MASTER AGREEMENT

City
of Belton

This BEACON AMA MANAGED SOLUTION MASTER AGREEMENT (“**Agreement**”) is entered into as of the _____ day of _____, 201__ (the “**Effective Date**”) by and between Badger Meter, Inc. , a Wisconsin corporation with offices located at 4545 W. Brown Deer Road, Milwaukee, Wisconsin 53223 (“**Badger Meter**”), and the City of Belton, and as applicable its officers, directors, members, board members, governing members, trustees, commissioners, elected and appointed officials, employees, agents, consultants and other representatives (“**Customer**”).

(1) **SERVICE.** Badger Meter and its cellular service aggregator and data-hosting service providers (“**Suppliers**”) have developed a hosted, on-demand, web-based service website (“**Portal**”) accessible to its customers to provide metering and water usage service information, communicated through a cellular network, for its customers (“**Service**”), and documentation to assist customers in using the Portal and the Service (“**Documentation**”).

(2) **RIGHT TO ACCESS AND USE THE PORTAL AND SERVICE.** In consideration of the payment of the Service Fees as set forth in Section (5), Badger Meter grants to Customer, its employees and contractors that Customer approves as users of the Service (“**Authorized User**”) and Customer’s approved end-user water customers (“**Authorized Consumer**”) the right to remotely access and use the Service from the Portal (as currently configured) for Customer’s internal business use and for the benefit of its Authorized Consumers in accordance with this Agreement.

(3) **OWNERSHIP OF PORTAL AND SERVICE.**

(a) **Badger Meter Service.** Badger Meter owns all rights, title and interest in the Portal, Service and Documentation, including all associated intellectual property rights. Neither Customer, nor its Authorized Users or Authorized Consumers will obtain any rights, title or interest in the Portal, Service, or Documentation or any associated intellectual property rights, other than the right to access and use the Portal, Service and Documentation, subject to the terms of this Agreement.

(b) **Suggestions.** If Customer provides Badger Meter any suggested improvements (“**Suggestions**”) to the Portal, Service or Documentation, Customer agrees that Badger Meter will own all rights, title and interest in and to the Suggestions, even if Customer has designated the Suggestions as confidential. Badger Meter will be entitled to use the Suggestions without restriction. By entering into this Agreement, Customer irrevocably assigns, conveys and transfers to Badger Meter all right, title and interest in and to the Suggestions and agrees to provide Badger Meter with commercially reasonable assistance to document, perfect and maintain Badger Meter’s rights in the Suggestions.

(4) **TERM.** The term of this Agreement begins on the Effective Date and continues for a ten (10) year term unless earlier terminated in accordance with Section (16) of the Agreement (the “**Term**”).



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(5) FEES.

(a) Service Fees. In consideration for the right to access and use the Portal, Service and Documentation, Customer agrees to pay Badger Meter certain fees ("**Service Fees**") to obtain enterprise-wide access to the Portal, Service and Documentation, authorizing all of its Authorized Users and Authorized Consumers to use the Portal and Service and Documentation in accordance with the terms of this Agreement, pursuant to the pricing set forth in **Exhibit 1 - Fees**.

(b) Updated Schedule of Fees. At least ninety(90) days prior to the expiration date of the Term ("**Anniversary Date**"), Badger Meter will provide Customer with an updated Schedule of Fees for the Service for the upcoming contract term.

(6) RESTRICTIONS ON RIGHT TO USE. Customer agrees that Customer, its Authorized Users and Authorized Consumers will not use or permit or assist another to use the Portal, Service or Documentation in violation of this Agreement and will not:

(a) Sell, license, resell, sublicense, or otherwise permit any third parties other than Authorized Users or Authorized Consumers to access or use the Portal, Service, or Documentation.

(b) Remove patent, copyright, trademark or other intellectual property markings from the Portal, Service or Documentation.

(c) Modify, alter, tamper with, repair or otherwise create derivatives from the Portal, Service or Documentation.

(d) Copy, reverse engineer, disassemble or decompile the Portal, Service or Documentation or apply any other process or procedure to derive the source code from any software included in the Portal or Service.

(e) Provide Customer Content that infringes on the intellectual rights of any person or entity or use the Portal, Service or Documentation in violation of the intellectual property rights of Badger Meter, its Suppliers or any third party.

(f) Use the Portal or Service in a manner that violates any applicable international, federal, state or local laws, rules or regulations.

(g) Assert or authorize, assist or encourage any third party to assert against Badger Meter, its affiliates, customers, vendors, business partners, Servicers or licensors any intellectual property infringement Claim regarding the Portal, Service or Documentation.



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- (h) Transmit content or messages that are illegal, fraudulent, threatening, abusive, defamatory, or obscene.
- (i) Make any unauthorized connection to Badger Meter's information technology architecture ("Network")
- (j) Communicate any unsolicited commercial, voice, SMS, or other message.
- (k) Upload or transmit any "virus," "worm," or malicious code or access, alter, or interfere with the communications of and/or information about another customer.
- (l) Take actions that could cause damage to or adversely affect Badger Meter, the Service, Portal, Suppliers, Network or the property or reputation of Badger Meter or its Suppliers.

Customer and Badger Meter agree to make good faith efforts to minimize abuse or fraudulent use of the Portal and Service, to promptly report to each other any such abuse or fraudulent use of which they become aware, and to fully cooperate in any investigation or prosecution initiated by Badger Meter, its Suppliers or Customer related to abuse or fraudulent use of the Portal and Service.

(7) **CUSTOMER SUPPORT.** Badger Meter will provide Customer the support services described in Exhibit 2 - Service Level Agreement.

(8) **CUSTOMER CONTENT.**

(a) **Customer Content Defined.** Customer, its Authorized Users and Authorized Consumers will provide Badger Meter and its Suppliers certain text, audio, video, images, Customer Data, customer billing information, personally identifiable information or other content ("**Customer Content**").

(b) **Ownership.** The Parties agree that the Customer Content is and shall remain the sole and exclusive property of Customer and/or its licensors or Authorized Consumers, including but not limited to any intellectual rights in the Customer Content.

(c) **Use of Customer Content by Badger Meter.** Customer, its Authorized Users and Authorized Consumers consent to Badger Meter and its Suppliers' right to host, access, store, copy and use the Customer Content as reasonably necessary to provide, maintain, repair and enhance the Portal, Service and Documentation. Badger Meter may disclose certain Customer Content only to provide the Service to Customer, its Authorized Users and Authorized Consumers or to comply with the law or request of a governmental or regulatory body (including subpoenas or court orders.) Badger Meter will give Customer reasonable notice of a request from a governmental entity to allow Customer to seek a protective order or other



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appropriate remedy (except to the extent such notice would violate a court order or other legal requirement).

(d) Customer Responsibilities. Customer is solely responsible for the development, content, operation and maintenance of the Customer Content, including but not limited to the technical operation of the Customer Content, and ensuring that calls made to the Service from Customer's network are compatible with then-current API's for the Service. Customer is responsible to ensure that Customer, its Authorized Users and Authorized Consumers comply with the Badger Meter Terms of Use Policy, the Badger Meter Privacy Policy or any other policies referenced in this Agreement and the law. Customer will respond to any Claims related to the Customer Content and is responsible for properly handling and processing notices sent to Customer by any person claiming that the Customer Content violates such person's legal rights, including notices pursuant to the Digital Millennium Copyright Act.

(9) CONFIDENTIALITY.

(a) Confidential Information Defined. For purposes of this Agreement, Confidential Information means all nonpublic information disclosed by one party to the other that is designated as confidential or that given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential, including but not limited to: (a) nonpublic information related to Badger Meter or its affiliates, Suppliers, business partners, technology, customers, business plans, intellectual property, promotional and marketing activities, finances and other business affairs; (b) third party information Badger Meter is obligated to keep confidential; (c) the content and existence of any discussions or negotiations between the parties that are considered closed records under the Missouri Sunshine Law; (d) Badger Meter's intellectual property used in providing the Portal, Service or Documentation; (e) the Customer Content, but only to the extent that Customer Content contains proprietary information, billing information or other personally identifiable information ("**Customer Data**"); and (f) Traffic Data.

(b) Protection of Confidential Information. To the extent permitted by law, the parties agree to hold the other party's Confidential Information in strict confidence and will not copy, reproduce, give, sell, assign, license, market, transfer or otherwise dispose of the Confidential Information of the other party to any third parties or use the Confidential Information for any purposes whatsoever other than as contemplated by this Agreement. The Parties will take commercially reasonable steps to avoid disclosure, dissemination or unauthorized access to or use of the Confidential Information during the Term and for a period of five (5) years after the end of the Term, except that Confidential Information which is designated as a trade secret which shall continue to be subject to these confidentiality obligations in perpetuity. Customer agrees it will not misrepresent or embellish the relationship between the Parties (including by expressing or implying that Badger Meter supports, sponsors, endorses or contributes to Customer or its business endeavors) or express or imply any relationship or affiliation between



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Badger Meter and Customer or any other person or entity except as expressly permitted by this Agreement.

(c) Ownership of Customer Data. All Customer Data pertaining to Customer or its Authorized Consumers is considered Confidential Information of Customer and owned by Customer. Customer grants Badger Meter and its Suppliers the right to host, access, store, copy, and use the Customer Data as is reasonably necessary to provide, maintain, repair and enhance the Portal, Service and Documentation.

(d) Traffic Information. All de-identified data generated or collected by Badger Meter through operation of the Portal and Service is referred to as the “**Traffic Data**.” All Traffic Data shall be the Confidential Information of and owned exclusively by Badger Meter.

(e) Third Party Requests for Confidential Information. Neither party may disclose the other party’s Confidential Information except to a Supplier subject to the restrictions in this Agreement or an Authorized User or Authorized Consumer except as otherwise required by law. If a party receives a request for access to the other party’s Confidential Information from a third party, the receiving party agrees to inform the disclosing party in writing within three (3) business days of receipt of the request unless prohibited by law.

(f) Exclusions from Confidential Information. Confidential Information of a party shall not include information which: (i) is in or becomes part of the public domain through no fault of the receiving party; (ii) the receiving party can prove was known to it prior to its receipt from the disclosing party without reference to the Confidential Information; (iii) is independently developed by the receiving party outside of this Agreement without use of the disclosing party’s Confidential Information; or (iv) is obtained by the receiving party from a third party which had no obligation of confidentiality to the disclosing party.

(10) CUSTOMER’S REPRESENTATIONS AND WARRANTIES. Customer represents and warrants to Badger Meter that Customer:

(a) Authority. Has the right and authority to enter into this Agreement and to meet its financial and legal obligations under this Agreement.

(b) Ownership. Customer, its licensors or its Authorized Consumers, own all rights, title and interest in and to the Customer Content, including but not limited to the Customer Data. Customer has all rights in the Customer Content necessary to grant the rights to Badger Meter contemplated under this Agreement.

(c) Compliance with Badger Meter Policies. None of the Customer Content or the use of the Customer content, the Portal or Service by Customer, its Authorized Users or its Authorized Consumers will violate Badger Meter’s Terms of Use Policy or Privacy Policy.



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(d) **No Infringement.** To Customer's knowledge, none of the Customer Content infringes the Intellectual Property Rights of any third party or is the subject matter of any pending or threatened lawsuit, legal proceeding or Claim.

(e) **Compliance with the Law.** Neither Customer, the Authorized Users nor the Authorized Consumers will access or use the Portal, Service or Documentation in any manner that violates any applicable international, federal, state or local laws and/or regulations, including but not limited to all applicable data protection, intellectual property and privacy laws.

(11) REPRESENTATIONS AND WARRANTIES OF BADGER METER.

(a) **Authority.** Badger Meter represents and warrants to Customer that it has the right and authority to enter into this Agreement and to perform its obligations under this Agreement.

(b) **Service Warranty.** Badger Meter represents and warrants to Customer that the Portal and Service will be provided pursuant to **Exhibit 2 - Service Level Agreement**. In providing the Portal and Service, Badger Meter will maintain sufficient data storage capacity to satisfy the technical requirements and required storage capacity to host the Portal and Service, in its reasonable discretion. If Customer allows unauthorized users to access the Portal, Service or Documentation, this express limited warranty will immediately become null and void.

(c) **Remedy for Breach of the Express Limited Warranty.** If the Portal, Service or Documentation fail to meet the terms of the express limited warranty set forth in Section 11(b), Customer is required to notify Badger Meter promptly and in no event later than thirty (30) days from the date of the breach, in writing, of any alleged failure and provide information to support its warranty claim. Customer's exclusive remedy for a breach of the express limited warranty is a Service credit to be calculated in accordance with **Exhibit 2 - Service Level Agreement**.

(d) **DISCLAIMER OF IMPLIED WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 11(b), BADGER METER MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE PORTAL, SERVICE OR DOCUMENTATION. BADGER METER EXPRESSLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE PORTAL, SERVICE OR DOCUMENTATION, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, INDUSTRY PRACTICE OR USAGE OF TRADE.**

BADGER METER EXPRESSLY DISCLAIMS THAT THE PORTAL AND SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND EXPRESSLY DISCLAIMS ANY WARRANTIES AS TO THE RELIABILITY, QUALITY, SECURITY, CONDITION, DESIGN, SUITABILITY, INTER-OPERABILITY,



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AVAILABILITY, COMPLETENESS OF THE PORTAL OR SERVICE OR THAT ANY CONTENT, INCLUDING THE CUSTOMER CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

(e) ESSENTIAL TERMS. THE ENFORCEABILITY OF THIS SECTION (11) IS ESSENTIAL TO BADGER METER'S WILLINGNESS TO ENTER INTO THIS AGREEMENT WITH CUSTOMER.

(12) LIMITATION OF LIABILITY

(a) DIRECT DAMAGES. IF ANY PARTY DEFAULTS IN ITS OBLIGATIONS UNDER THIS AGREEMENT, :THE NON-BREACHING PARTY WILL BE ENTITLED TO RECOVER FROM THE BREACHING PARTY ONLY THE ACTUAL AND DIRECT DAMAGES THAT THE NON-BREACHING PARTY MAY INCUR AS A RESULT OF SUCH BREACH.

(b) CAP ON DAMAGES. NEITHER PARTY'S NOR ANY OF ITS RESPECTIVE AFFILIATES ANNUAL LIABILITY UNDER THIS AGREEMENT WILL EXCEED THE LESSER OF (A) THE AMOUNTS THE CUSTOMER ACTUALLY PAYS BADGER METER UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM, OR (B) US \$250,000. NOTHING IN THIS SECTION 12 WILL LIMIT CUSTOMER'S OBLIGATION TO PAY BADGER METER FOR USE OF THE SERVICES PURSUANT TO SECTION 5.

(c) LIMITS ON DAMAGES. EXCEPT FOR PAYMENT OBLIGATIONS ARISING UNDER SECTIONS (13) AND (14) (INDEMNIFICATION), NEITHER PARTY NOR ANY OF ITS RESPECTIVE AFFILIATES, SUPPLIERS OR LICENSORS WILL BE LIABLE TO THE OTHER PARTY, AN AUTHORIZED USER, AUTHORIZED CONSUMER OR ANY THIRD PARTY FOR ANY CLAIMS, DEMANDS, ACTIONS, LOSSES, DAMAGES, FINES, JUDGMENTS SETTLEMENTS, COSTS, EXPENSES, ATTORNEY'S FEES, AND COURT COSTS OR ANY OTHER LIABILITIES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE PORTAL, SERVICE, DOCUMENTATION, OR THE SUBJECT MATTER OF THIS AGREEMENT ("CLAIM").

FURTHER, NEITHER PARTY NOR ANY OF EITHER PARTY'S RESPECTIVE AFFILIATES, SUPPLIERS OR LICENSORS SHALL BE LIABLE TO THE OTHER PARTY, AN AUTHORIZED CONSUMER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST REVENUE OR PROFITS OR DIMINUTION OF VALUE, OR OTHER ECONOMIC ADVERSITY, CLAIMS RESULTING FROM LOSS OF DATA, CUSTOMER CONTENT, CUSTOMER DATA, OR BREACH OF CONFIDENTIALITY, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE



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LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. ;

NEITHER BADGER METER NOR ANY OF ITS AFFILIATES, SUPPLIERS OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT OR DAMAGES ARISING IN CONNECTION WITH: (A) CUSTOMER'S INABILITY TO USE THE PORTAL OR SERVICE, INCLUDING AS A RESULT OF ANY: (i) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICE ; OR (ii) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENT, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICE FOR ANY REASON, INCLUDING BUT NOT LIMITED TO AS A RESULT OF A POWER OUTAGE, SYSTEM FAILURE OR OTHER INTERRUPTION; (B) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES; (C) ANY INVESTMENTS, EXPENDITURES OR COMMITMENTS MADE BY CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICE OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF CUSTOMER'S CONTENT OR OTHER DATA.

(13) CUSTOMER'S INDEMNIFICATION OBLIGATIONS.

(a) Generally. To the extent permitted by law, Customer agrees to defend, indemnify, and hold harmless Badger Meter as well as its parents, subsidiaries, affiliates, officers, employees, agents, licensors, Suppliers, representatives and customers and each of their respective employees, officers, directors, members and representatives (the "**Badger Meter Parties**"), against any and all Claims made against the Badger Meter Parties by any third party arising out of or related to: (i) Customers, Authorized Users or Authorized Consumers access and use of the Portal, Service, or Documentation; (ii) the subject matter of this Agreement ; (iii) violation of applicable law by Customer, its Authorized Users or Authorized Consumers; (iv) the Customer Content or the combination of the Customer Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights related to the Customer Content or by the use, development, design, producing, advertising or marketing of Customer Content; or (v) a dispute between Customer and any Authorized User or Authorized Consumer.

(14) BADGER METER'S INDEMNIFICATION OBLIGATIONS.

(a) Generally. Subject to the limitations of liability provisions set forth in Section (12) of this Agreement, Badger Meter agrees to indemnify, defend and hold harmless Customer, and as applicable its officers, directors, members, board members, governing members, trustees, commissioners, elected and appointed officials, employees, agents, consultants and other representatives ("**Customer Parties**") from and against any legal proceedings filed against the Customer Parties by a third party based upon the allegations that the Portal, Service or

Documentation infringes or violates a third party's patent, copyright or other intellectual property rights ("**Intellectual Property Dispute**").

(b) Mitigation. If the Portal, Service or Documentation becomes the subject of an Intellectual Property Dispute and is enjoined, Badger Meter will have the right to (i) procure for Customer the right to continue using the Portal and Service; (ii) modify the Portal and Service to avoid allegations of infringement, provided the modification does not materially change the functionality of the Portal and Service; (iii) replace the Portal and Service with an equally suitable, functionally equivalent, non-infringing Portal and Service; or (iv) immediately terminate this Agreement and provide Customer with a refund of any unused pre-paid portion of the Service Fees.

(c) Exclusions. Badger Meter assumes no liability for and Customer will not be entitled to receive indemnification from Badger Meter for any Intellectual Property Dispute which results directly or indirectly from (i) Customer's failure to use the Portal or Service in conformity with the Documentation; (ii) Customer's actions in combining the Service with any third party software, technology, hardware or data; or (iii) Customer's violation of access granted in Section (2).

(15) TERMINATION.

(a) Termination for Convenience. Customer may terminate this Agreement for any reason by providing Badger Meter written notice of termination at least sixty (60) days in advance of the effective date of such termination. Badger Meter shall be entitled to receive compensation (per the terms of this Agreement) for any services performed hereunder through the date of the termination. After receipt of a notice of termination for convenience, Badger Meter will exercise reasonable diligence to accomplish the cancellation or diversion of related services and settle all outstanding liabilities associated with the cancellation of such commitments.

(b) Termination for Cause. A party is in default under this Agreement if it materially breaches or materially fails to perform its obligations under this Agreement, which includes any failure to make payment pursuant to Section (5) ("**Event of Default**").

(c) Opportunity to Cure. Upon the occurrence of an Event of Default, the non-defaulting party shall deliver a written notice describing the Event of Default (the "**Cure Notice**"). If the receiving party has not cured the Event of Default within one-hundred twenty (120) days after receipt of the Cure Notice, then the non-defaulting party shall have the right to terminate this Agreement, at its option, by delivering to the defaulting party a written notice of termination (the "**Termination Notice**").

(d) Immediate Right to Terminate. Badger Meter shall have the right to immediately terminate this Agreement: (i) in order to protect its Confidential Information, or its Intellectual



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Property Rights in the Portal or Service; (ii) in order to comply with applicable law (iii) if Customer makes any representation or warranty which is materially untrue as of the Effective Date or at any time during the Term; or (iv) upon an assignment for the benefit of creditors, if Customer suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under any statute relating to insolvency or for the protection of creditor rights or if a party becomes insolvent or technically bankrupt.

(e) Termination. Upon delivery of the Termination Notice to Customer by Badger Meter: (i) Badger Meter may cease providing Services to Customer, its Authorized Users and Authorized Consumers; (ii) Customer, its Authorized Users and Authorized Consumers will have no further right to use the Portal, Service or Documentation, will immediately cease using the Portal, Service and Documentation, and will receive no further Service; (iii) Customer will deliver to Badger Meter any Confidential Information of Badger Meter's in its possession or control, and (iv) Badger Meter may cease gathering data from Customer's endpoints, within a reasonable time, up to one hundred twenty (120) days after termination. Within a reasonable time after termination, at Badger Meter's discretion, Badger Meter will scrub the personally identifiable information from the Customer Data. Customer must immediately return, or at Badger Meter's option, destroy all Documentation provided to Customer by Badger Meter. Customer will remain liable for any Service Fees incurred prior to termination.

(f) Post - Termination Assistance. At either the expiration of the Term without renewal, or upon a default by Customer and subsequent termination, Badger Meter will provide post-termination data retrieval assistance to Customer for an additional fee, which shall be invoiced at the rate of \$200/hour, with the number of hours required determined by the amount of data Customer wishes to extract from the Service. Any additional post-termination assistance from Badger Meter is subject to mutual agreement by the parties.

(g) Reinstatement Fee. If Customer desires to reinstate access to the Portal and Service after termination, a reinstatement fee of \$7.50 per endpoint reinstated will apply.

(16) SUSPENSION OF SERVICES.

(a) Nonpayment. Badger Meter may suspend the Service and access to the Portal and shall not be obligated to provide access to the Portal and Service to Customer, its Authorized Users or Authorized Consumers until all outstanding invoices for the Service have been paid in full, including any fees associated with suspension of the Service.

(b) Badger Meter may suspend the Service and access to the Portal if it ceases to operate in the ordinary course, has an assignment for the benefit of creditors or similar disposition of its assets or becomes the subject of any bankruptcy, reorganization, liquidation dissolution or similar proceeding.



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(c) Network Protection. Customer acknowledges that Badger Meter (and any of its Suppliers) may restrict, or suspend all or a portion of the Service or limit the Service as may be reasonably necessary to prevent or limit suspected fraud or any problem that materially and adversely affects the performance of the Service and/or is likely to do substantial damage to Badger Meter, Badger Meter's customers or Suppliers. Some of these actions may interrupt or prevent legitimate communications and usage. Such situations may arise: (a) if a device deployed on the Service is materially out of compliance with the technical requirements; (b) in case of actual or suspected fraudulent use; or (c) in case of disruptive or damaging operation.

(d) Notification. In the event that Badger Meter or one of its Suppliers restricts, suspends or cancels any portion of the Service or limits the operation of the Service, Badger Meter shall use reasonable efforts to (i) promptly notify Customer in advance; (ii) provide reasonable information regarding its identification of the issue that resulted in the actions taken; and (iii) reinstate Service upon resolution of the issue as soon as practicable and in any case within a reasonable timeframe.

(e) Immediate Suspension. Badger Meter may suspend Customer's or an Authorized Users or Authorized Consumers right to access or use the Service immediately upon notice to Customer if Badger Meter determines:

(i) Use of the Service poses a security risk to the Service, the Network or any third party, adversely impacts the Service, the Network or content of any other Badger Meter customer, or subjects Badger Meter or any third party to liability or fraud.

(ii) Customer or one of its Authorized Users or Authorized Customers is in breach of this Agreement or is delinquent on its payments for more than fifteen (15) days.

(f) Reinstatement. Badger Meter will use commercially reasonable efforts to restore Customer's rights to use and access those portions of the Service or accounts that gave rise to the suspension promptly after Customer has resolved the problem giving rise to the suspension.

(g) Effect of Suspension. If Badger Meter suspends Customer's right to access or use all or any portion of the Service or the Portal:

(i) Customer remains responsible for all Service Fees and charges incurred through the date of suspension.

(ii) Customer remains responsible for any applicable Service Fees and charges for any Services to which Customer has continued access as well as applicable fees and charges.



(iii) Customer will not be entitled to any service credits under the Service Level Agreement for any period of suspension.

(iv) Badger Meter's right to suspend the Services is in addition to Badger Meter's right to terminate this Agreement.

(17) COMPLIANCE WITH REGULATIONS; DATA PRIVACY. Each party is responsible for complying with industry standards and such applicable laws and regulations, including, but not limited to, the generally accepted practices in the information technology service management industry for providing secure data handling and management, including meeting or exceeding Information Technology Infrastructure Library (ITIL) standards for logical and physical security and all requirements regarding the protection of data in its possession or under its control. A party will not be liable for any failure of the other party to comply with this requirement.

(18) DATA SECURITY AND RECOVERY.

(d) Data Security. In order to protect the Customer Content and prevent unauthorized access to or use of the Customer Content, Portal or Service, Badger Meter has implemented commercially reasonable internal procedures and systems designed to protect the privacy and security according to the requirements set forth in **Exhibit 3 - BEACON AMA Managed Solution Security Policy ("Security Standards")**, consistent with applicable international, federal, state and local laws. The purpose of the security policy is to identify reasonably foreseeable and internal risks to security and unauthorized access to Badger Meter's Network and minimize security risks, including through risk assessment and regular testing. Badger Meter will designate one or more employees to coordinate and be accountable for the security program.

(a) Protection of Customer Content. Badger Meter will implement reasonable and appropriate measures for the Badger Meter Network designed to help Customer secure the Customer Content against accidental or unlawful loss, access or disclosure in accordance with Badger Meter's Security Standards. Badger Meter may modify its Security Standards from time to time but will continue to provide at least the same level of security as described in the Security Standards as of the Effective Date. The security and data privacy provisions in this Section contain Badger Meter, and its Suppliers entire obligation regarding the security, privacy and confidentiality of the Customer Content.

(b) Data Storage. Badger Meter will employ commercially reasonable storage (including backup, archive and redundant data storage) and commercially reasonable precautions to prevent the loss of or alteration of Customer Content, but does not guarantee against any such loss or alteration. Badger Meter will not serve as Customer's official record keeper. Customer will maintain source documents of the Confidential Information (such as billing information) hosted by Badger Meter under this Agreement.

(c) Customer Responsibilities. Customer is responsible for properly configuring and using the Service and taking steps to maintain appropriate security, protection and backup of the Customer Content, including but not limited to the use of encryption technology to protect Customer Content from unauthorized access and will perform routine archiving of the Customer Content. Further, Customer is responsible for regularly auditing its Authorized Users, and will enact internal procedures to remove Authorized Users from the Service if their job duties change and access is no longer appropriate, or if an Authorized User separates from Customer.

(d) Data Transmission Risks.

(i) Cellular Transmissions. Badger Meter cellular endpoints conform to the AES256 encryption standards or the latest AES standard in effect. Customer acknowledges that neither Badger Meter nor its Suppliers can guarantee the privacy or security of any cellular transmissions as part of the Service. Customer acknowledges that cellular transmissions are capable of being intercepted by third parties without the knowledge or permission of Badger Meter or its Suppliers. Badger Meter and its Suppliers shall not be liable to Customer, the Authorized Users, the Authorized Consumers or any third party for interception or unauthorized use of any data transmitted through the cellular network, as part of the Service.

(ii) Internet Transmissions. Customer acknowledges that security of transmissions over the Internet cannot be guaranteed. Badger Meter is not responsible for: (i) Customer's access to the Internet; (ii) interception, unauthorized use or interruptions of communications through the Internet; or (iii) changes or losses of data through the Internet, in each case other than to the extent caused solely by Badger Meter. In order to protect Customer Content, Badger Meter may suspend Customer, Customer's Authorized Users or Authorized Consumers access to or use of the Badger Meter Portal or Service via the Internet immediately, without prior notice, pending an investigation of any potential security breach.

(e) Coverage Availability. The Service is provided using a wireless network. Actual signal availability in the Service Area will depend on the device used to access the Service as well as coverage for the applicable wireless network provided in specific geographic regions. Coverage may be refused, interrupted or limited by environmental factors such as signal strength, buildings, weather, geography, topography, or by factors affecting the Suppliers, such as usage concentration or by facilities changes, modifications, updates, relocations, repairs, maintenance or other similar activities necessary for the proper or improved operation of the Supplier's facilities. Any such factors may result in dropped and blocked connections or slower data speeds. Neither Badger Meter nor any of its Suppliers will be responsible to Customer or any of Customer's Authorized Users or Authorized Consumers for any such lapses in or obstructions to coverage. The Service Area is subject to change from time to time. Should Badger Meter receive



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notice from its Supplier that such Supplier intends to discontinue its support for the Badger Meter Service in all or part of the Service Area, Badger Meter will provide Customer with as much advance notice as practicable under the circumstances.

(f) Password Protection. Customer, its Authorized Users and Authorized Consumers will be required to select and use certain user names, passwords or codes to access and use the Service and Portal. Customer assumes sole responsibility for the selection, management and use of any codes or passwords as may be permitted or required for the access to and use of the Portal and Service by Customer, its Authorized Users and its Authorized Consumers. Customer agrees to maintain the privacy of usernames and passwords associated with the Badger Meter Portal and Service. Customer shall remain responsible for all activities that occur under Customer's password or Internet account. Customer will immediately notify Badger Meter of any unauthorized use of Customer's password or Internet account or any other breach of security, and ensure that Customer exits from Customer's Internet account at the end of each session. Badger Meter shall not be liable for any damages incurred by Customer or any third party arising from Customer's failure to comply with this Section.

(g) Third Party Access. To the extent that Customer requests that Badger Meter provide any Customer Content to Authorized Users, Authorized Consumers or third parties or any non-U.S. location, Customer represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state or local laws and/or regulations.

(h) Security Breach. If Badger Meter becomes aware of a security breach or any other event that compromises the security, confidentiality or integrity of the Customer Content ("**Incident**"), Badger Meter will promptly notify Customer in writing and take appropriate actions to resolve the Incident. Badger Meter will reasonably cooperate with Customer to investigate the nature and scope of any Incident. In its initial notification to Customer, Badger Meter will provide Customer with: (i) a description of the Incident; (ii) the estimated impact of the Incident on Customer's Content; (iii) the name and contact information of the person at Badger Meter who will be primarily responsible for resolving the issues for Customer; and (iv) the investigation taken and the suggested corrective action. Badger Meter will provide commercially reasonable cooperation to Customer in investigating, assisting with notification of the Incident and taking corrective action as requested by Customer.

(i) Notification of Breach. In the event that applicable law requires notification to individuals of an Incident or if requested by Customer, Badger Meter will take additional mitigation steps for the benefit of Customer, including, but not limited to, providing reasonable assistance with drafting and sending of required notifications.

(j) Disclosure of Customer Content. Badger Meter will only use the Customer Content to provide the Service to Customer and its Authorized Users and Authorized Consumers in

accordance with this Agreement or to comply with the law or any governmental or regulatory body (including subpoenas or court orders). Badger Meter will give Customer reasonable notice of the request to allow Customer to seek a protective order or seek any other appropriate relief except to the extent required for Badger Meter to comply with a court order or other legal requirement.

(19) CHANGES.

(e) Right to Make Changes. Badger Meter may from time to time make changes, without Customer's approval, to the Terms of Use, the Privacy policies, the Portal, Service or Documentation, provided that such changes: (i) do not increase Customer's total costs of accessing and using the Portal and Service during the Term of this Agreement ; (ii) do not require Customer to make any material changes to its systems, software, equipment, policies or procedures ; (iii) do not have a material adverse impact on the functionality, interoperability, performance, reliability, security or resource efficiency of the Portal and Service ; (iv) do not materially reduce the scope of the Portal and Service; and (v) are otherwise consistent with this Agreement. Badger Meter will publicize any changes by a notice given to Customer or by a prominent announcement on the Portal. Any such changes will not take effect until thirty (30) days after posting of notice on the Portal.

(f) Emergency Changes; System Improvement. Notwithstanding the foregoing, Badger Meter and its Suppliers may make temporary changes to the Portal and Service required by an emergency or threat to the security or integrity of the Portal or Service, to respond to Claims, litigation or loss of license rights related to third party intellectual property rights or to comply with the law or requests of a government entity, as well as take actions deemed reasonably necessary to protect or optimize the Service. Some of these actions may interrupt or prevent legitimate communications and usage, including, for example, use of message filtering/blocking software to prevent SPAM or viruses, limitations on throughput, and scheduled maintenance. Badger Meter will provide notice by sending a message to the email address then associated with Customer's account and by posting it on Badger Meter's Portal. Badger Meter will provide Customer with: (i) at least thirty (30) days' advance notice of planned maintenance by Badger Meter; and (ii) as much advance notice as reasonably possible of emergency changes or maintenance by Badger Meter or its Suppliers. Any actions resulting in permanent changes shall only be made in compliance with Section (20) (a).

(20) PRIVACY POLICY. When accessing and using the Service, Customer agrees that Customer, its Authorized Users and Authorized Consumers will comply with the Badger Meter Privacy Policy located at <https://beaconama.net/privacy/privacy.html>.

(21) RIGHT TO SUBCONTRACT. Badger Meter may subcontract the performance of any of its duties or obligations under this Agreement, and will use commercially reasonable efforts to



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subcontract only with subcontractors that have the requisite skills to perform any subcontracted obligations in accordance with the terms of this Agreement.

(22) GENERAL.

(g) Binding Agreement. This Agreement is binding upon and will inure to the benefit of the parties and their respective successors and assigns.

(h) Affiliates. This Agreement covers only the employees and agents of Customer. If Customer wishes to have any entity that directly or indirectly controls, is controlled by or is in common control with Customer to access the Portal and use the Service, Customer's Affiliate must execute a separate agreement with Badger Meter.

(i) Assignment. Either party may assign its rights and obligations under this Agreement with the express written consent of the other party, which consent will not be unreasonably withheld or delayed. Any purported assignment or transfer in violation of this Section will be null and void. Notwithstanding the foregoing, Badger Meter may assign its rights and obligations under this Agreement without the consent of Customer: (i) upon a sale of a majority of its outstanding capital stock to an affiliate or third party; (ii) if it sells all or substantially all of its assets; (iii) in the event of a merger; or (iv) in the event of a similar change of control.

(j) No Waiver. The waiver or failure of either party to exercise any right or remedy provided under this Agreement will not be deemed a waiver of any further right or remedy. All waivers must be in writing to be effective.

(a) Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions of this Agreement will be interpreted to effectuate the intent of the original Agreement. If such construction is not possible, the invalid or unenforceable portion of the Agreement will be severed from this Agreement, and the remainder of the Agreement will remain in full force and effect.

(b) Independent Contractors. The Parties agree that they are independent contractors and that neither party nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.

(c) Savings Clause. The invalidity of any provision of this Agreement shall not affect the validity and binding effect of the remaining provisions.

(d) No Third Party Beneficiaries. Nothing express or implied in this Agreement shall confer any rights, remedies, obligations or liabilities whatsoever to third parties which are not signatories to this Agreement.

(e) **Governing Law.** To the extent permitted by law, the terms of this Agreement are governed by the laws of the State of Missouri, without reference to its conflict of laws principles. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

(f) **No Claims Against or Liability of Badger Meter Suppliers.** Customer acknowledges that the Service utilizes services that are furnished to Badger Meter and one or more Suppliers pursuant to agreements between Badger Meter and its Suppliers. Neither Customer nor any Authorized Users or Authorized Consumers has a contractual relationship with Badger Meter's Suppliers and neither Customer nor its Authorized Users or Authorized Consumers is a third party beneficiary of or will have any claim against Badger Meter's Suppliers in the event any such agreement expires or is terminated. Customer further acknowledges that the Suppliers disclaim all liability of any nature, whether legal or equitable, to Customer, its Authorized Users or Authorized Consumers, whether direct, indirect, incidental or consequential, arising out of the use of Badger Meter Portal or Service by Customer, its Authorized Users or Authorized Consumers, including any liability for personal injury or death, failure to be able to use the Service or otherwise. Customer agrees that neither it nor any Authorized Users or Authorized Consumers shall have any Claim against the Supplier of any kind with respect thereto, whether arising out of breach of contract, warranty, negligence, and tort or otherwise.

(g) **Dispute Resolution.**

(i) **Initial Resolution Efforts.** The parties shall act in good faith and use commercially reasonable efforts to promptly resolve any claim, dispute, controversy or disagreement (each a "**Dispute**") between the parties or any of their respective subsidiaries, affiliates, successors and assigns under or related to this Agreement or any document executed pursuant to this Agreement or any of the transactions contemplated hereby.

(ii) **Mediation.** If the parties cannot resolve the Dispute within ten (10) days after initial notice of the Dispute, the Dispute shall be submitted for resolution to the Judicial Arbitration and Mediation Services ("**JAMS**"), or its successor ("**Mediation**") in Chicago, Illinois. If the mediator is unable to amicably resolve the Dispute, then the mediator will refer the matter to a JAMS arbitrator to resolve the Dispute. Neither party shall seek, nor shall be entitled to seek, binding outside resolution of the Dispute unless and until the parties have been unable to amicably resolve the dispute as set forth in this Section, and then only in compliance with the procedures set forth in this Section. Except for Disputes relating to issues of (i) proprietary rights, including, but not limited to, intellectual property and confidentiality, and (ii) any provision of this Agreement which expressly or implicitly provides for the parties to reach mutual agreement as to certain terms, any Dispute not resolved by amicable resolution as set forth in this Section shall be governed exclusively and finally by arbitration described below.

(iii) Arbitration. Either party may initiate arbitration with respect to a Dispute by submitting a written demand at any time following Mediation.

- Arbitration shall be administered by JAMS, or its successor, pursuant to the Comprehensive Arbitration Rules and Procedures.
- Either party may commence arbitration by notifying the other in writing that arbitration is desired and setting forth the topics to be arbitrated. Within thirty (30) days of mailing a notice of arbitration, the party receiving the notice may specify additional topics of arbitration in writing to the other party. Within forty-five (45) days of the mailing of the notice of arbitration, the parties will confirm and attempt to identify an arbitrator associated with JAMS to resolve the Dispute. If the parties cannot agree, JAMS will appoint an arbitrator who is a lawyer familiar with software as a service and information technology support services agreements.
- Except to the extent, if any, that law applicable to the dispute requires that arbitrators retain authority to award punitive damages, the arbitrators shall not have such authority.
- Each party will bear its own costs of the arbitration. The resulting award may be confirmed and reduced to judgment in any court of competent jurisdiction. With respect to any such post-arbitral judicial proceedings, the parties consent to the exercise of personal jurisdiction over them by the state and federal courts sitting in Kansas City, Missouri and waive any objection that they would otherwise have to venue in such courts.
- The duty to arbitrate does not preclude either party from pursuing interlocutory or provisional relief pending arbitration in any court of competent jurisdiction if such relief is necessary in order to preserve the practical ability of the arbitrator to make an effective award or to avoid a genuine and substantial risk of injury that cannot be adequately remedied by an eventual arbitral award. Neither the pursuit of nor the failure to provide any such interlocutory or provisional remedy in court, however, shall relieve either party of the duty to pursue ultimate resolution of the dispute through arbitration as provided for herein.
- The arbitration shall be governed by and construed and interpreted in accordance with the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq.

(23) INJUNCTIVE RELIEF: Notwithstanding the provisions of Section 23, to the extent permitted by law, both Parties shall have the right to pursue injunctive, declaratory or other relief by the state and



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federal courts sitting in Kansas City, Missouri and waive any objection that they would otherwise have to venue in such courts.

(24) NOTICES. All notices shall be in writing and delivered to the other party by means of: (a) personal delivery set forth below; (b) posting a notice on Badger Meter's Portal; (c) courier (signature required upon delivery); (d) recognized overnight courier, at the following address; (e) fax with proof of delivery; or (f) via electronic mail with proof of delivery: Notices sent by email will be effective when sent and notices posted on Badger Meter's Portal will be effective upon posting. All notices must be provided in the English language.

If to Badger Meter:

Legal Department, Attn: Assistant General Counsel
4545 W. Brown Deer Road
Milwaukee, WI 53223

If to Customer:

Public Works Director, Finance Director and City Attorney
City of Belton
506 Main Street
Belton, MO 64012

(25) SURVIVABILITY. Any provision of this Agreement which by its nature should survive termination or expiration of this Agreement shall survive its expiration or termination.

(26) LIMITATION OF CLAIMS. No action arising under or in connection with this Agreement, regardless of the form, may be brought by Customer more than one (1) year after Customer becomes aware of or should reasonably have become aware of the occurrence of events giving rise to the Claim.

(27) FORCE MAJEURE. Neither party shall be liable to the other or any third party by reason of any failure or delay of its obligations under this Agreement where the delay or failure results from any cause beyond its reasonable control, including, but not limited to, acts of God, fires, storms, floods or other acts of nature, explosions, systemic electrical telecommunications or other utility failures, earthquakes, hurricanes, tornados, natural disasters, strikes, shortage of materials, work stoppage or other labor dispute, embargoes, riots, insurrections, acts of war or terrorism, or any action or restraint by court order or public or governmental authority ("**Force Majeure Event**"). The party subject to the Force Majeure Event agrees to use commercially reasonable efforts to minimize the impact of the Force Majeure Event on the other party.

(28) AMENDMENT. This Agreement may only be amended by a written document signed by both parties. Badger Meter will not be bound by and specifically objects to any term, condition or other



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provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by Customer in any receipt, acceptance, confirmation, agreement, purchase order, correspondence or other documentation. If the terms of this Agreement are not consistent with the terms contained in any policy, the terms contained in this Agreement will control, except that the Service Terms will control over this Agreement.

(29) POLICIES. Badger Meter reserves the right to modify the Terms of Use and Privacy policies at any time by posting a revised version on the Portal or otherwise providing notice to Customer. The modified terms will become effective upon posting or notice. By continuing to use the Service after the effective date of the modification to a policy, Customer agrees to be bound by the modified policies. It is Customer’s responsibility to check the Badger Meter site regularly for modifications to the policies.

(30) ENTIRE AGREEMENT. This Agreement, including all applicable Exhibits and policies, constitutes the entire agreement between the parties with regard to its subject matter. This Agreement supersedes all prior or contemporaneous agreements, discussions, negotiations, undertakings, communications, representations or proposals, whether written or oral.

(31) ORIGINALS, COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together will be deemed to constitute one and the same document. This Agreement may be executed and delivered by facsimile signature or portable document format (.pdf) by electronic mail.

IN WITNESS WHEREOF, the authorized representatives of the parties hereby bind the parties to this BEACON AMA Managed Solution Master Agreement by signing below:

BADGER METER, INC

CITY OF BELTON

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date



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EXHIBIT 1

FEES

1. **Service Fees.** Customer agrees to pay the following Service Fees, as consideration for the right to access and use the Portal, Service and Documentation during the Term, as well as applicable Taxes.
2. **Invoicing.** Badger Meter shall issue invoices to Customer for Service and Support Fees on a monthly basis. Payment is due within thirty (30) days of the date of the invoice.
3. **Interest and Costs.** Customer agrees that it will be responsible to pay Badger Meter for any collection expenses incurred by Badger Meter, including interest at the highest interest rate permitted by law, and reasonable attorneys' fees and court costs incurred by Badger Meter in enforcing its rights under this Agreement.

BEACON Monthly Endpoint Subscription Fee

Drive by Unit: \$0.03 per endpoint per month

Fixed Network Unit: \$0.12 per endpoint per month

Cellular Unit, Hourly Data, Once Daily Call-in: \$0.89 per endpoint per month

Invoicing for monthly endpoint subscription fee starts at time of endpoint activation or 6 months from date of shipment, whichever comes first.



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EXHIBIT 2

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) will go into effect upon completion of Endpoint Provisioning, which is the point during meter installation when the endpoint is installed and verified to provide data to the BEACON AMA Managed Solution.

1. CUSTOMER SUPPORT.

Service Levels. Within one (1) hour after a request for Customer Support Services from Customer, Badger Meter will respond to such request in accordance with the procedures set forth below. Customer may report the problem by phone, email or website provided by Badger Meter to Customer. Badger Meter will use commercially reasonable efforts to meet the response and resolution times set forth below:

Severity Level	Response Time	Resolution Time
Level 1 - Service is unavailable	one (1) hour	six (6) hours
Level 2 - certain interruptions but service is still available	twenty-four (24) hours	twenty-four (24) hours
Level 3 - minor intermittent malfunction	twenty-four (24) hours	three (3) days
Level 4 - suggestions for new features or enhancements to BEACON Portal and Service	twenty-four (24) hours	Evaluated, scheduled and prioritized for potential inclusion in upcoming releases.



2. BEACON PORTAL AND SERVICE AVAILABILITY PROMISE.

Badger Meter will use commercially reasonable efforts to fulfill the following Service Promise:

- BEACON Portal and Service Availability of 99% within each calendar month, excluding any Emergency Downtime, Scheduled Downtime, any unavailability of the Portal and Service due to any Force Majeure Event and any unavailability of the Portal and Service less than fifteen (15) minutes in duration following written notice thereof.

Definitions

“Availability” is the monthly uptime percentage with normal functionality of the Portal and the Service, calculated as described below.

“Emergency Downtime” means any unavailability of the Portal or Service due to a temporary suspension by Badger Meter to perform maintenance to address any, urgent and unexpected issue with the Portal or Service.

“Scheduled Downtime” means any unavailability of the Portal or Service due to scheduled maintenance. Scheduled maintenance may occur between 10:00 p.m. on Saturday to 4:00 a.m. on Sunday (Pacific Time) every week. Badger Meter shall have the right to change the scheduled maintenance times upon notice to Customer posted on the BEACON Portal.

CALCULATION of BEACON Portal and Service Availability:

Availability is measured by Badger Meter through standard monitoring software that tests the application availability at least every five (5) minutes and logs unavailability incidents (date and UTC time) for each monitored component.

Availability is calculated as the percentage of uptime in the applicable calendar month, excluding scheduled downtime:

$$\left(1 - \frac{\text{Total Unavailability Minutes}}{\text{Total Minutes of Service Month} - \text{Total Minutes of Approved Downtime}} \right)$$

Where:

“Total Unavailability Minutes” is the cumulative unavailability time in minutes in the applicable month where the Portal and Service are not available due to unplanned outages or from systematic errors on the part of Badger Meter,

“Total Minutes of Service Month” is the cumulative time in minutes in the month in question, calculated by taking the number of days in month x 24 hours/day x 60 minutes/hour, and



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“**Total Minutes of Approved Downtime**” is the cumulative time in minutes in the applicable month where the Supplier applications are not available due to scheduled downtime ; other planned scheduled outages, or approved exclusion conditions as defined in this Agreement.

In order to be included within the Total Unavailability Minutes: (a) Customer shall notify Badger Meter, in writing, via email(techsupport@badgermeter.com) of the unavailability of the Portal or the Service; (b) such unavailability shall be greater than fifteen (15) minutes in duration following Badger Meter’s receipt of such notice; and (c) Customer shall notify Badger Meter, in writing, via email within twenty-four (24) hours of such unavailability that it should be included within the Total Unavailability Minutes unless such unavailability is due to any Emergency Downtime, Scheduled Downtime, or any unavailability of the Services due to any Force Majeure Event.

Service Credits

If Badger Meter fails to meet the BEACON Portal and Service Availability Promise, the following Service Credits apply:

% of Availability in the Month	Service Credit(% of monthly recurring fees)
≥99%	0%
≥98% and <99%	5%
≥96.5% and <98%	10%
≥95.0% and <96.5%	15%
<95.0%	25%



3. MONTHLY BILLING DATA SERVICE PROMISE.

Badger Meter will use commercially reasonable efforts to fulfill the following Service Promise:

- The BEACON AMA Managed Solution will successfully provide Monthly Billing Data for at least 97.0% of provisioned accounts at the time of billing request to the BEACON AMA Managed Solution.

Definitions

“**Managed Solution**” is a system that consists of a network deployment using fixed network and/or cellular endpoints, where Badger Meter maintains the responsibility for managing the reading hardware and software for system operation over the Term of the Agreement.

“**Provisioned Accounts**” are accounts with cellular or fixed network endpoints that are discovered by the network, fully able to communicate with the network, and completely entered correctly in the BEACON AMA Managed Solution.

“**Monthly Billing Data**” is a valid meter reading obtained within three (3) days of the billing as performed through the BEACON AMA Managed Solution to provisioned accounts.

CALCULATION of Monthly Billing Data Service Promise for Provisioned Accounts:

Monthly Billing Data success rate is calculated by the count of accounts in the billing cycle with meter read data within three (3) days (“**Count of Billing Reads**”) divided by the number of active and Provisioned Accounts in the billing cycle (“**Count of Total Billing Cycle**”).

$$\frac{\text{Count of Billing Reads}}{\text{Count of Total Billing Cycle}}$$

Where:

“Count of Billing Reads” is the total number of accounts in the billing file with valid data that a billing quality reading is supplied for managed solution endpoints.

“Count of Total Billing Cycle” is the total number of accounts with valid data in the billing file being processed for managed solution endpoints.



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If Customer suspects that the Monthly Billing Data Service Promise has not been met for a particular Billing Cycle, (a) Customer shall notify Badger Meter, in writing, within twenty-four (24) hours of the occurrence, via email (techsupport@badgermeter.com) of the Count of Billing Reads and Count of Total Billing Cycle of managed solution endpoints; (b) the specific time and date when the billing read file was generated.

Service Credits

If Badger Meter fails to meet the Monthly Billing Data Service Promise, the following Service Credits apply:

% of Successful Billing Reads in the Applicable Billing Cycle	Service Credit (% of monthly recurring fees)
≥97.0%	0%
≥95.0% and <97.0%	5%
≥90.0% and <95.0%	10%
≤90.0%	25%



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4. MISCELLANEOUS.

Exclusions

The BEACON Portal and Service Availability Promise and Monthly Billing Data Service Promise do not apply to any of the following performance issues, in addition to other exclusions herein:

- (i) Resulting from any actions or inactions of Customer, its Authorized Users or Authorized Consumers;
- (ii) Resulting from Customer or its suppliers equipment, software, or other technology and/or Customer's third party equipment, software, or other technology outside of Badger Meter's control;
- (iii) Caused by failures, including, but not limited to, internet connectivity, port availability, firewall configuration, or cellular networks at Customer's location;
- (iv) Resulting from Customer's breach of any term or condition under the Agreement;
- (v) Caused by unexpected or unintentional RF interference or signal obstruction caused by sources not present or not in use during endpoint installation;
- (vi) Caused by intentional RF interference or signal obstruction not present during endpoint installation, caused by third parties;
- (vii) Caused by Customer, an Authorized User's or an Authorized Consumer's misuse or abuse of the Portal or Service;
- (viii) During an event triggering a disaster recovery and for a twenty-four (24) hour period after the resumption of the Service following such an event to allow for the system to return to normal operating ranges;
- (ix) Arising from Badger Meter's suspension or termination of Customer's right to use the BEACON Managed Solution in accordance with the Agreement;
- (x) Arising from failure of Customer to follow Badger Meter's published installation, operation and maintenance instructions and Clarifications from Badger Meter's Preliminary Network Design;
- (xi) When outdoor temperatures either exceed or are below the endpoint operating temperature range as described in the applicable product data sheet.
- (xii) Accounts read using manual, touch read, handheld and mobile technology are not included as part of the Monthly Billing Data Service Promise, as these reading technologies are outside of Badger Meter's control.

In the event Badger Meter does not meet a Service Promise hereunder, Badger Meter will conduct a commercially reasonable root cause analysis of the Service promise failure. If Badger Meter's analysis is inconclusive, or if Badger Meter concludes that circumstances outside of Badger Meter's control caused the Service promise failure, or if Badger Meter concludes that a failure falls under any other exclusions described hereunder, Customer will not be entitled to a Service Credit. If Badger Meter's analysis is conclusive and that circumstances within Badger Meter's control caused the Service failure, Customer will be eligible to receive a Service Credit as described above.



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EXCEPT AS EXPRESSLY PROVIDED IN THIS SLA, THE SERVICE CREDITS SPECIFIED IN THIS SLA WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BADGER METER'S FAILURE TO MEET THE SERVICE PROMISE SPECIFIED IN THIS SLA.

Badger Meter will report Service Promises and applicable Service Credits upon request and upon a commercially reasonable frequency. Following each report, upon Customer request, the parties will discuss such performance and the extent to which any Service Credits either are appropriate or should be modified due to circumstances not captured by the reporting methodology.

Upon agreement concerning the Service Credits due, such Service Credits will be applied against Badger Meter's charges in the months following the month in which the credits were incurred.

EXHIBIT 3

BEACON AMA MANAGED SOLUTION SECURITY POLICY

1. **BEACON AMA Portal and Service Information Security Program.** Badger Meter maintains an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) support the BEACON AMA Managed Solution, (b) identify reasonably foreseeable and internal risks to the BEACON Portal and Service security and unauthorized access to the Badger Meter Network, and (c) minimize security risks. The BEACON Portal and Service information security program includes the following measures:
 - 1.1 **Network Security.** The Badger Meter Network is electronically accessible to employees, and contractors necessary to provide the Portal and Service. Badger Meter maintains access controls and policies to manage what access is allowed to the Badger Meter Network from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. Badger Meter maintains corrective action and incident response plans to respond to potential security threats.
 - 1.2 **Physical Security.**
 - 1.2.1 **Physical Access Controls.** Physical components of the Badger Meter Network are housed in nondescript facilities (the “Facilities”). Physical barrier controls are used to prevent unauthorized entrance to the Facilities both at the perimeter and at building access points. Passage through the physical barriers at the Facilities requires either electronic access control validation (e.g., card access systems, etc.) or validation by human security personnel (e.g., contract or in-house security guard service, receptionist, etc.). Employees and contractors are assigned photo-ID badges that must be worn while the employees and contractors are at any of the Facilities. Visitors are required to sign in with designated personnel, must show appropriate identification, and are assigned a visitor ID badge that must be worn while the visitor is at any of the Facilities, and are continually escorted by authorized employees or contractors while visiting the Facilities.
 - 1.2.2 **Limited Employee and Contractor Access.** Badger Meter provides access to the Facilities to those employees and contractors who have a legitimate business need for such access privileges. When an employee or contractor no longer has a business need for access privileges, the access privileges are promptly revoked, even if the employee or contractor continues to be an employee of Badger Meter or its affiliates.
 - 1.2.3 **Physical Security Protections.** All major access points (other than main entry doors) are maintained in a secured (locked) state. Access points to the Facilities are monitored by video surveillance cameras designed to record all individuals accessing the Facilities. All physical access to the Facilities by employees and contractors is logged and routinely audited.



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of Belton**

1.2.4 Pre-Employment Screening. Badger Meter conducts criminal background checks, as permitted by applicable law, as part of pre-employment screening practices for employees commensurate with the employee's position and level of access to the Facilities. Badger Meter will not permit an employee to have access to the non-public Customer Content or perform material aspects of the Service if such employee has failed to pass such background check.

- 2. Continued Evaluation.** Badger Meter will conduct periodic reviews of the security of its Badger Meter Network and adequacy of its information security program as measured against industry security standards and its policies and procedures. Badger Meter will continually evaluate the security of its Badger Meter Network and associated Service to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.
- 3. Customer Responsibilities.** System security is a shared responsibility between Badger Meter and Customer. Customer shall assign a systems service administrator to be responsible for establishing access and usage policies. Customer shall develop commercially reasonable policies and procedures to insure physical security, establishing account access approvals and procedures, conduct regular reviews of access rights, and provide security awareness training for staff using the Service. The administrator shall also be responsible for policies and procedures related to Authorized Consumers access to their individual data resident on the Network.

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Badger Meter Terms and Conditions of Sale

1. **Definitions.** "Buyer" means the party purchasing goods or services pursuant to these Terms and Conditions of Sale ("Terms and Conditions"). "Badger Meter" means Badger Meter, Inc., a Wisconsin corporation. "Goods" means the Badger Meter goods and/or services sold or otherwise provided pursuant to these Terms and Conditions.

2. **Controlling Provisions.**

Generally. This document, including the provisions in Badger Meter's quotation, proposal, price list, acknowledgment and invoice, and Badger Meter's Limited Warranties described in Section 12 (the "Agreement") constitutes an offer by Badger Meter to provide the Goods to Buyer. If this document is deemed an acceptance of a prior offer by Buyer, such acceptance is limited to the express terms contained in this Agreement. Buyer's acceptance of this offer is limited to the terms, covenants and conditions contained in this offer. Badger Meter hereby objects to and rejects any additional, different or varying terms proposed by Buyer, regardless of whether or when Buyer submitted its purchase order or such terms. Such proposal of additional, different or varying terms by Buyer shall not operate as a rejection of Badger Meter's offer, and Badger Meter's offer shall be deemed accepted without such additional, different or varying terms. Fulfillment of Buyer's order does not constitute acceptance of Buyer's terms and conditions and does not serve to modify this Agreement. **THIS AGREEMENT CONSTITUTES THE FINAL EXPRESSION OF THE AGREEMENT BETWEEN BADGER METER AND BUYER REGARDING THE GOODS AND IT IS A COMPLETE AND EXCLUSIVE STATEMENT OF THAT AGREEMENT. ANY TERMS, CONDITIONS, NEGOTIATIONS OR UNDERSTANDINGS WHICH ARE NOT CONTAINED IN THIS AGREEMENT SHALL HAVE NO FORCE OF EFFECT UNLESS MADE IN WRITING AND SIGNED BY BUYER AND AN AUTHORIZED OFFICER OF BADGER METER.** Badger Meter's sales representatives do not have authority to change this Agreement. Badger Meter reserves the right to correct clerical errors in its documents. It is the express wish of the parties that this document and any related documents be drafted in English. Il est la volonté expresse des parties que cette document et tous les documents s'y rattachent soient rédigés en anglais.

Acceptance. Buyer shall be deemed to have made an unqualified acceptance of this offer and the Agreement on the earliest of the following to occur: (a) Badger Meter's receipt of a copy of this Agreement (or any document incorporating this Agreement) signed by Buyer, (b) Buyer's order of Goods after receiving notice of this Agreement, (c) Buyer's payment of any amounts due under this Agreement, (d) Buyer's delivery to Badger Meter of any material to be furnished by Buyer, (e) Badger Meter's delivery of the Goods following Buyer's order, (f) Buyer's failure to notify Badger Meter to the contrary within ten (10) days of receipt of this Agreement, or (g) any other event constituting acceptance under applicable law.

3. **Storage.** If the Goods are not shipped within fifteen (15) days after notification to Buyer that they are ready for shipping, for any reason beyond Badger Meter's reasonable control, including without limitation Buyer's failure to give shipping instructions, Badger Meter may store such Goods, at Buyer's risk, in a warehouse or yard located on Badger Meter's premises, and Badger Meter may at its sole

discretion charge Buyer and Buyer shall pay all handling, transportation and storage costs at the prevailing commercial rates upon submission of invoices on the stored Goods.

4. **Prices.** Prices are stated and payable in U.S. dollars FCA Badger Meter's Facility (pursuant to Incoterms 2010 of the International Chamber of Commerce, as amended or restated from time to time ("Incoterms")). All prices are subject to change based on Badger Meter's selling prices in effect as of the date of shipment. Quoted Prices are firm for acceptance, via an order, within the effective dates provided in the quote, shipping within sixty (60) days past the expiration of the quote. Prices quoted for blanket orders are subject to review and retroactive adjustment, if necessary, based on actual quantities shipped. Written quotations are void unless accepted within the effective dates listed on the quotation and are subject to earlier change upon notice from Badger Meter. Other Badger Meter publications are maintained as sources of information and are not quotations or offers to sell.

5. **Taxes.** All prices are exclusive of all sales, use, value added, customs and excise taxes, and any other taxes, duties, fees and charges of any kind imposed by any governmental authority in connection with this Agreement. Buyer shall pay or reimburse Badger Meter on demand for all such taxes, duties, fees and charges but Buyer shall not be responsible for any taxes imposed on, or with respect to, Badger Meter's income.

6. **Title and Risk of Loss.** All Goods are shipped F.C.A. Badger Meter's Facility (pursuant to Incoterms). Buyer is responsible for all delivery charges for Goods. Title and risk of loss or damage to Goods passes to Buyer when Goods are moved from Badger Meter's dock into the conveyance vehicle for transport.

7. **Payment Terms.** Buyer shall pay all invoices within thirty (30) days of the invoice date. Badger Meter reserves the right to establish credit limits for Buyer and may require full or partial payment prior to shipment of any Goods or commencement of any services provided hereunder. All payments shall be made via payment methods allowed by Badger Meter according to instructions provided by Badger Meter. For Buyers outside the U.S., Badger Meter may require a Letter of Credit for payment or security in a form acceptable to Badger Meter. If Buyer does not pay Badger Meter any amount due under this Agreement or any other Agreement when such amount is due or if Buyer defaults in the performance of this Agreement, Badger Meter may, without incurring liability to Buyer and without prejudice to Badger Meter's other lawful remedies (a) terminate Badger Meter's obligations under this Agreement, (b) declare immediately and due payable all Buyer's obligations to Badger Meter, (c) change credit terms with respect to any further work or deliveries, (d) suspend or discontinue any further work or deliveries and/or (e) repossess the Goods. Buyer agrees to reimburse Badger Meter for all costs and fees including, without limitation, attorneys' fees and repossession fees incurred by Badger Meter in collecting any sum owed by Buyer to Badger Meter. Any invoices which Buyer does not pay within the time provided in this Agreement shall bear interest at the lower of (i) one and a half percent (1.5%) per month up to a maximum of eighteen percent (18%) per year; or (ii) the highest rate permitted by applicable law. Buyer shall not set off amounts due to Badger Meter against claims against Badger Meter.

8. **Packaging.** Badger Meter reserves the right to select the manner in which Goods are packaged. Quoted prices include regular packing. Special requirements for packing will be subject to extra charges.

9. **Delivery.** Shipping dates and completion dates quoted by Badger Meter are made in good faith but are not guaranteed; Badger Meter reserves the right to extend shipping dates as it deems necessary

in its sole discretion, without incurring liability to Buyer and to make delivery in installments. Time for delivery shall not be of the essence. In the absence of shipping instructions from Buyer, Badger Meter will use its discretion as to the selection of shipping services and routings. Installation of Goods is the responsibility of the Buyer unless otherwise agreed in writing.

If Badger Meter agrees to ship F.C.A. Other U.S. locations (pursuant to Incoterms) within the United States (U.S.), upon receipt of shipment, Buyer must inspect the goods for damage, shortage, or non-conformance. Buyer will make note of damage on the carrier's delivery receipt. Claims for shortages or other errors must be made in writing to Badger Meter within seven (7) days after receipt of shipment and claims for concealed damage must be made to Badger Meter within fifteen (15) days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. When the Buyer's carrier and account are used for transit, the Buyer shall be responsible for any claims made for visible and concealed damage and/or loss of partial or complete shipment.

10. **Force Majeure.** Badger Meter shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Badger Meter including, without limitation, acts of God, terrorism, acts of Buyer, embargo or other governmental act, regulation or request, fire, accident, strike, slow-down, war, riot, delay in transportation, delayed delivery by suppliers, or inability to obtain necessary labor and materials. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

11. **Orders; Changes and Cancellations.** Buyer's orders or mutually agreed change orders shall be subject to all provisions of this Agreement, whether or not the order or change order so states. Minimum order value is \$50 U.S.D. Orders submitted to Badger Meter may not be cancelled or amended, or deliveries deferred, by Buyer except with Badger Meter's prior written consent, and then only upon such terms as shall be acceptable to Badger Meter on a product by product basis. In the event of cancellation of an order by Buyer, Buyer shall pay Badger Meter's reasonable costs and expenses, plus Badger Meter's usual rate of profit for similar work, and all cancellation charges imposed by Badger Meter's suppliers. Due to continuous efforts to improve and redesign of our products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the quoted or ordered Goods, provided they are in conformance with the requirements of any agreed specifications and do not exceed the prices quoted.

12. **Limited Warranties.**

Generally. Unless otherwise agreed in a writing signed by an authorized officer of Badger Meter, ~~or~~ provided by Badger Meter in a written product-specific warranty or online at <http://www.badgermeter.com/Company/Legal/Warranty-Policy.htm>, or passed through by Badger Meter from the original equipment manufacturer, Badger Meter warrants the Goods supplied hereunder to be free from significant defects in material and workmanship under normal use and service for a period of 18 months from the date of shipment or 12 months from the date of installation, whichever period shall be shorter ("the Warranty Period"). This warranty applies only to the original purchaser of the Goods and does not apply to Goods that are the subject of negligence, accident, or

damage by circumstances beyond Badger Meter's control, or any improper operation, maintenance, storage, installation or use. This warranty does not apply to Goods or component parts that were not manufactured by Badger Meter and not covered by a Badger Meter or original equipment manufacturers written warranty, all of which are sold "AS IS" and without warranty by Badger Meter. This warranty applies only to covered defects that are discovered during the Warranty Period. Buyer's failure to provide Badger Meter with written notice of any alleged defect within ten (10) days after its discovery constitutes a waiver of the remedies specified herein. If Badger Meter receives timely notice, and if the Goods are proved to Badger Meter's satisfaction to have a warranted defect, Badger Meter will, at its own discretion, expense and within a reasonable period of time, either (1) repair, correct or cure the warranted defect(s), or (2) replace the specific Goods at issue, or (3) give Buyer a refund of the price it paid for the Goods, prorated where appropriate to adjust for the value of any conforming Goods or services accepted and retained by Buyer. These remedies shall be Buyer's exclusive remedies (and the sole and exclusive liability of Badger Meter) for any defects or deficiencies relating to or arising out of Goods sold or services performed. All repairs are made on a C.P.T. factory basis (pursuant to Incoterms). **THE WARRANTIES IN THIS SECTION ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO GOODS SOLD OR OTHERWISE PROVIDED BY BADGER METER. BADGER METER EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.**

Buyer's Obligations. Buyer must satisfy the following obligations in order to be eligible for coverage by the applicable warranty. Prior to using or permitting use of the Goods, Buyer shall determine the suitability of the Goods for the intended use and Buyer assumes all risk and liability whatsoever in connection therewith. Buyer agrees that Badger Meter has no post-sale duty to warn Buyer or any other party about any matter or, if such duty exists, Badger Meter satisfies that duty by providing any required warnings only to Buyer. Buyer assumes all post-sale duty to warn its customers and indemnifies Badger Meter against any Losses (as defined in Section 17 below) in connection with such duty or failure to warn. Buyer agrees to test and evaluate Goods promptly upon receipt to ensure compliance with all specifications, quality requirements and other requirements of Buyer's application. Badger Meter does not guaranty the accuracy of information given and recommendations made as to suitability of Goods for Buyer's application or operating conditions. Nothing shall be construed to imply the nonexistence of any relevant patents or to constitute a permission, inducement or recommendation to practice any invention covered by any patent without authority from the patent owner. Buyer agrees to familiarize itself with and comply with all laws and regulations now or hereafter in effect and applicable to the purchase, transport, use, supply, storage, sale, offer for sale, lease and/or disposal of the Goods ("Laws") including, without limitation, to the extent applicable, the U.S. Foreign Corrupt Practices Act and all other anti-bribery laws, all U.S. anti-boycott laws, and the U.S. Export Administration Act and all regulations thereunder. If Buyer or its affiliates, agents or representatives engages a freight forwarder or similar service provider, Buyer shall provide Badger Meter with copies of freight forwarder (or similar) records regarding Goods exports promptly upon request. Buyer shall promptly notify Badger Meter in writing if Buyer receives notice of or otherwise has reason to believe that a violation of U.S. export law has occurred or is likely to occur. Buyer assumes all risk with respect to compliance of Goods with applicable Laws (including without limitation all environmental laws in any jurisdiction). Buyer acknowledges that certain Goods may have restrictions on who can purchase, transport, use, supply, store, sell, offer for sale, lease and/or dispose of ("Actions") the Goods and on how and where such Actions may take place. Buyer agrees to be responsible

for determining who may take such Actions and how and where such Actions may take place after Badger Meter's delivery hereunder, and further agrees to ensure that its customers comply with such requirements.

13. Intellectual Property. No Intellectual Property (as defined below) is assigned to Buyer hereunder. Badger Meter shall own or continue to own all Intellectual Property used or created in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property does not automatically vest in Badger Meter, and instead vests in Buyer, Buyer agrees to grant and assign and hereby does grant and assign to Badger Meter all right, title and interest that Buyer may have in and to such Intellectual Property. Buyer agrees not to reverse engineer any Goods purchased or provided hereunder. "**Intellectual Property**" means patents and patent applications, inventions, developments and discoveries, whether or not patentable or copyrightable, trademarks, service marks, trade dress, copyrights, trade secrets, designs, drawings, specifications and all other Intellectual Property and proprietary rights.

Any use of Badger Meter's or its affiliates' or suppliers' trademarks in advertisements or promotion must be preapproved in writing by Badger Meter. Buyer agrees to take all steps which Badger Meter may from time to time consider to be necessary to perfect or protect Badger Meter's or its affiliates' or suppliers' rights in Badger Meter's Intellectual Property including, without limitation, executing all necessary assignments, declarations, and other documents requested by Badger Meter from time to time. Upon expiration or termination of this Agreement for any reason, Buyer shall take such steps and execute such documents as Badger Meter requests to cause Badger Meter or its affiliates or suppliers to own all rights in the Intellectual Property and to terminate any rights Buyer or its affiliates may have to use the Intellectual Property. Buyer shall inform Badger Meter promptly of any potential or actual infringement of any of Badger Meter's or its affiliates' or suppliers' Intellectual Property and shall provide all assistance and information required by Badger Meter, at Badger Meter's expense, in connection with any such infringement.

14. Export. By accepting this Agreement, Buyer confirms that Buyer is not located in (or a national resident of) any country under U.S. economic or trade embargo or sanction, not identified on any U.S. Department of Commerce Denied Person List, Entity List of proliferation concern, not on the U.S. State Department Debarred Parties List or Treasury Department Designated Nationals exclusion list, and not directly or indirectly involved in the financing, commission or support of terrorist activities or in the development or production of nuclear, chemical, biological weapons or in missile technology programs as specified in the U.S. Export Administration Regulations (15 CFR 744). The Goods acquired subject to this Agreement may not be exported, re-exported, transferred or downloaded to any such entity or person. Badger Meter may suspend performance under this Agreement: 1) if the Buyer is in violation of any applicable laws or regulations, and 2) to the extent necessary to assure compliance under U.S. or other applicable export, import or other trade regulations.

14. Customer Validation. Badger Meter reserves the right to determine OEM qualifications of any and all buyers to request end customer invoicing in situations where project pricing may have been granted by the factory. Badger Meter reserves the right to determine market definition of any and all buyers and to employ third-party sources, including SIC codes, and/or information about the application or products purchased to determine market definition.

15. Nuclear Disclaimer. The Goods are not intended for use in connection with any nuclear facility or activity unless covered by a specific quotation where the conditions of such usage will be detailed. If the Goods are used in a nuclear facility or activity without a supporting quotation, Badger Meter disclaims

all liability for any damage, injury or contamination and Buyer shall indemnify and hold Badger Meter, its shareholders, directors, officers, agents, employees, successors, assigns and customers, whether direct or indirect, harmless from and against any and all Losses (as defined in Section 17) which they, or any of them, may sustain or incur, whether as a result of breach of contract, warranty, tort (including negligence), strict liability or other theories of law, by reason of such use. The foregoing shall not be deemed to imply or impose liability on Badger Meter where the Goods are used in a nuclear facility or activity with a supporting quotation; all limitations and exclusions in this Agreement and in Badger Meter's Limited Warranty shall apply.

16. Limitation of Liability.

Cap on Liability. Badger Meter's aggregate liability in any and all claims and causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the total amount paid by Buyer to Badger Meter under this Agreement, whether the Causes of Action are in tort including, without limitation, negligence or strict liability, in contract, under statute or otherwise.

Limitation and Exclusion of Damages. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, BADGER METER'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. BADGER METER SHALL NOT BE LIABLE FOR: (I) ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, DIRECT OR INDIRECT LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, SHUTDOWN OR SLOWDOWN COSTS, OR LOSSES RELATING TO COLLATERAL CONTRACTS, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE; (II) ANY IN/OUT COSTS; (III) ANY MANUAL METER READING COSTS AND EXPENSES NOR (IV) ANY COSTS AND EXPENSES TO REMOVE PRODUCT FOR WARRANTY ANALYSIS, OR RE-INSTALLATION COSTS AND EXPENSES; "IN/OUT COSTS" MEANS ANY COSTS OR EXPENSES INCURRED BY BUYER IN TRANSPORTING GOOD BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES. "END USER" MEANS ANY END USER OF THE WATER OR GAS THAT PAYS BUYER FOR THE CONSUMPTION OF WATER OR GAS, AS APPLICABLE.

Limitations Unconditional. The limitations on liability set forth in this Agreement are fundamental inducements to Badger Meter entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Badger Meter the maximum protection permitted under law.

Limit on Actions. To the maximum extent permitted by law, no Cause of Action may be instituted by Buyer against Badger Meter more than twelve (12) months after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than twelve (12) months prior to the filing of the Cause of Action shall be recoverable.

17. Indemnification. Buyer releases and agrees to defend, indemnify and hold harmless Badger Meter its shareholders, directors, officers, employees, agents, affiliates, successors, assigns and customers from and against all claims, liabilities, actions, causes of action, fines, penalties, judgments, demands, damages, losses, costs and expenses, including without limitation attorneys' fees and costs, in law or in equity, of every kind and nature whatsoever (collectively, "Losses"), arising out of (a) Buyer's or

its End User's use of the Goods, (b) breach of this Agreement by Buyer, (c) Buyer's or its End User's products, materials, performance, designs, approvals or instructions, (d) infringement of third party proprietary rights, except to the extent such Losses arise out of a breach of this Agreement by Badger Meter, or (e) any modifications or changes made to the Goods by or on behalf of any person other than Seller or its Representatives, if the infringement would have been avoided without such modification or change. Prior to settling any claims, Buyer will give Badger Meter an opportunity to participate in the defense and/or settlement of such claim. Buyer shall not settle any claim without Badger Meter's written consent. In the event of any recall affecting Goods, Badger Meter shall have the right to control the recall process and Buyer shall fully cooperate with Badger Meter in connection with the recall.

18. Confidentiality.

Generally. Buyer acknowledges that all Badger Meter Confidential Information (as defined below) which may be disclosed to it by Badger Meter or its affiliates or suppliers shall at all times, during and after expiration or termination of this Agreement for any reason, remain Badger Meter's exclusive property, and Buyer shall not acquire any proprietary interest whatsoever therein. Buyer shall (and shall cause its employees and contractors to) keep all Badger Meter Confidential Information strictly confidential and shall not disclose it to any third party or use it, except to the extent reasonably required to perform this Agreement or as required under applicable law, court order or regulation. As used herein "Badger Meter Confidential Information" means any and all non-public information of Badger Meter, including without limitation the terms of this Agreement, and all non-public data, specifications, equipment and product information, prototypes, drawings, technical information, engineering drawings, forecasts, sales data, "know-how", designs, computer programs, processes, inventions, current and future (unreleased) products and technology, and confidential business information such as cost data, profit margins, sales strategies, supplier information, procurement requirements, employee information, customer preference or needs, customer data and employee capabilities which are not available to the public, unpublished U.S. and foreign patent applications, invention disclosure forms, all technical information about products or services, pricing information, marketing and marketing plans, Goods performance, Goods architecture and design, other business and financial information, software, third party information Badger Meter is required to keep confidential, any materials derived from or based upon Badger Meter Confidential Information, and all trade secrets. Badger Meter Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by Buyer. Notwithstanding the foregoing, "Badger Meter Confidential Information" shall not include: (i) any information that is in the public domain other than due to Buyer's breach of this Agreement; or (ii) any information Buyer can demonstrate by documentary evidence was in the possession of the Buyer without restriction prior to disclosure by Badger Meter. Upon expiration or termination of this Agreement for any reason, and otherwise upon Badger Meter's request, Buyer shall, within fifteen (15) days surrender to Badger Meter all plans, drawings, specifications, sketches, literature, samples, documents and other tangible objects and copies thereof relating to Badger Meter Confidential Information and all of Badger Meter's or its affiliates' or suppliers' property. Nothing in this Agreement shall be construed to limit or negate the common or statutory law of torts or trade secrets where it provides Badger Meter, its affiliates or suppliers with broader protection than that provided herein.

Engineering Data. All engineering data, design information and engineering and shop drawings used in the completion of Buyer's order are and shall remain Badger Meter's property. Buyer shall not copy, distribute or communicate to any third party such data without Badger Meter's prior written permission. However, Buyer shall distribute appropriate product data regarding operation, safety and maintenance to the end user.

Personal Information Safeguards This Section will apply unless superseded by a prior agreement. Under this Agreement, Badger Meter will not receive, or have access to, use or store Personal Information (as defined below), unless otherwise notified by Buyer with written notice that such information is pertinent to the transaction. If however, Badger Meter receives, or has access to, uses or stores Personal Information under this Agreement, then this will apply (in addition to Section 18 (Confidentiality)).

“Data Protection Law” means: (a) the Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 (as updated); (b) any other applicable data privacy legislation or regulation; and (c) Badger Meter’s privacy policy (available [here](#).)

“Personal Information” means any information relating to an identified natural person or a directly or indirectly identifiable natural person.

To the extent Badger Meter receives, or has access to, uses or stores Personal Information under this Agreement, Badger Meter will:

immediately notify Buyer;

implement and maintain administrative, physical, and technical safeguards (“Safeguards”) that meet or exceed relevant industry standards and that protect the security and privacy of Personal Information. Badger Meter will not permit access to Personal Information except to those who need to know it in order to perform under this Agreement, and will ensure that any third party accessing Personal Information protect it with Safeguards at least as strong as Badger Meter’s Safeguards;

upon Buyer’s instruction and in accordance with Badger Meter’s electric record retention policy, delete such Personal Information immediately or return it to Buyer in a secure manner and delete all remaining copies of Personal Information after such return and provide documentation of the deletion to Buyer;

not use the Personal Information for any other purpose than compliance with its’ obligations under this Agreement; and

if Badger Meter has reason to believe that Personal Information is reasonably likely to have been accessed for an unauthorized purpose or by unauthorized persons (an “Incident”): (a) promptly notify Buyer (b) reasonably assist Buyer in investigating and remedying any Incident and any related inquiry or claim; and (c) provide Buyer with reasonable assurance that Badger Meter has corrected all circumstances under Badger Meter’s control that led to the Incident.

19. Returns. No Goods may be returned for credit or repair without a Returned Material Authorization (RMA) issued by Badger Meter. Badger Meter reserves the right to reject return if Buyer does not get prior authorization and RMA. Authorized return shipments must be returned in original packaging and in good condition to Badger Meter’s designated receiving point, must be accompanied by a packing slip, including Badger Meter’s RMA number, and must have transportation charges prepaid. NO RETURNS ACCEPTED WITHOUT PRIOR BADGER METER AUTHORIZATION EVIDENCED BY A VISIBLE

RMA NUMBER ON THE OUTSIDE OF THE PACKAGE. If returned Goods are severely damaged in shipping, based on poor packing, they may not be eligible for credit. Correspondence concerning all returned Goods must be addressed to the appropriate Badger Meter office and party. Badger Meter reserves the right to deduct an adequate service charge to cover all inspection, testing and handling from any credit, plus freight, insurance, packing, import and export costs. Unused or uninstalled product returns received prior to 90 days after invoice date are eligible to be credited back to the customer with Badger Meter approval. Only current versions of other products are eligible to be credited back to the customer. Badger Meter reserves the right to charge a restocking fee.

20. **Assignment.** This Agreement may not be assigned by either party without the written consent of the other (which consent shall not be unreasonably withheld). However, consent will not be required for internal transfers and assignments of Badger Meter, its subsidiaries or affiliates as part of a consolidation, merger or any other form of corporate reorganization.

21. **Governing Law and Dispute Resolution.** This Agreement shall be deemed as made and accepted in Wisconsin. This Agreement and all disputes hereunder shall be governed by, resolved and construed under the internal laws of the State of Wisconsin without regard to rules relating to conflict of laws. Neither this Agreement nor sales hereunder shall be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Upon expiration or termination of this Agreement for any reason, Badger Meter shall have all of the rights and remedies provided by law, including, without limitation, the rights of a secured party under Chapter 409, Wisconsin Statutes or any successor statute or similar statute in the jurisdiction where Buyer is located or stores the Goods.

VENUE FOR ANY SUIT OR ACTION RELATING TO OR ARISING OUT OF ANY GOODS PURCHASED FROM OR SERVICES PERFORMED BY BADGER METER SHALL LIE EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED IN MILWAUKEE COUNTY, WISCONSIN, AND BUYER CONSENTS TO THE JURISDICTION OF SUCH COURTS AND AGREES TO APPEAR IN ANY SUCH ACTION UPON WRITTEN NOTICE THEREOF.

22. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

23. **Non-Waiver.** Failure or delay of Badger Meter to exercise a right or power under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of a right or power preclude any other future exercise thereof.

ADDENDUM

The following terms and conditions are incorporated into the Badger Meter Terms and Conditions of Sale between Badger Meter, Inc. ("Badger Meter") and the City of Belton, Missouri ("Buyer"):

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO:

1. The following shall be added at the beginning of the first sentence in Section 17 Indemnification: "Subject to and without waiving the Buyer's right of sovereign immunity and to the extent permitted by Missouri law".
2. The state of governing law and venue in Section 21 Governing Law and Dispute Resolution shall be changed to Missouri.

Except as herein amended, the terms and conditions of the Badger Meter Terms and Conditions of Sale remain in full force and effect.

Badger Meter:
Badger Meter, Inc.

Buyer:
City of Belton

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Title: _____

Title: _____

Date: _____

Date: _____

Quotation**Midwest Meter, Inc**

200 East Franklin
Edinburg, IL 62531
Main Office: 217-623-4064
www.midwest-meter.com



Quotation No	
Date	April 9, 2018
Terms	Net 30 Days
Shipping Date	4-8 weeks ARO
Shipping Terms	FOB Edinburg, IL
Sales Person	Christopher Herndon 816-516-4209
Order No	

Quotation For:

Mr. Don Tyler
City Of Belton
506 Main Street
Belton, MO 64012

Item	Description	Unit Price (USD)	Qty	Amount (USD)
Beacon Engagement Fee	Badger Meter Beacon Analytics Software, Panasonic Toughpad, Orion CE and ME receivers, System Setup, and Training	\$24,500.00	1	\$24,500.00
Mobile Module	Beacon Mobile Read Module and User Login (annual)	\$1,760.00	1	\$1,760.00
Hosting	Monthly Software and Data Hosting Fee (per endpoint/ per month-figured annually)	\$0.03	96,000	\$2880.00
	Ongoing Annual Costs after Year 1	\$4,640.00		

Notes

Unless otherwise stated quotation firm for 30 days

Sub Total (USD): \$24,500.00
Sales Tax (USD): EXEMPT
Shipping (USD): \$0.00

Total (USD): \$24,500.00

Quotation Prepared By:

Christopher Herndon 816-516-4209

Cherndon@midwest-meter.com

Badger Meter Beacon Engagement Fees Breakout – City of Belton

Engagement Fee

The BEACON Engagement Fee (BEACON-Engagement) is required for all BEACON AMA Mobile Solution and Traditional Fixed Network Solution deployments. This fee includes the setup and activation of utility customer's ("Customer") BEACON AMA portfolio and initial licensing of the BEACON AMA software. Fees charged to a Customer by its utility billing vendor for an interface file are the responsibility of the Customer.

BEACON Engagement Fee is based on total number of utility services system wide.

\$4,840.00

Mobile Read Module and User Login

Mobile Read Module License includes BEACON AMA Field Director, ORION® Mobile Read software and ORION Endpoint Utility software.

\$3160.00

Training and onsite implementation

\$4000.00

Reading Equipment

Panasonic Tough pad FZ-G1

Ruggedized tablet with Windows 10 Pro, 10-pt Gloved Multi-touch+Digitizer screen, 128 GB SSD, 8GB RAM, Wi-Fi a/b/g/n/ac, Bluetooth v4.0, GPS and 8 MP camera. Comes with AC adapter & cord, battery, rotating hand strap, digitizer pen with tether and soft cloth. Tablet is 4G LTE compatible (utility supplied cellular plan). Price includes 36-month hardware warranty. Customer supplied Internet connection required for data synchronization with BEACON AMA software.

Orion CE and ME receivers

Kit includes ORION mobile transceiver or receiver, magnetic mount antenna, DC power supply (CE version only), communication cable and nylon case. Price includes 36-month hardware warranty. Mobile Transceiver and Mobile Receiver kits are for use with Tough pad Tablet or ORS Laptop only and will not be supported for use with Ranger handheld devices.

Reading Equipment Total \$12,500.00



4545 W Brown | Milwaukee, WI 53224-0556
P.O. Box 243036
Milwaukee, Wisconsin 53224-0556
614-255-6100 | 800-676-3937

April 18, 2018

City of Belton, MO
Sheila Ernzen, Director of Finance
Don Tyler, Water Services Division Manager
506 Main Street
Belton, MO 64012

RE: Sole Source Distributor

To Whom It May Concern:

This letter will confirm that Midwest Meter, Inc. is the exclusive distributor of Badger Meter utility products and parts for the City of Belton, MO.

Sincerely,
Badger Meter, Inc.

A handwritten signature in blue ink, appearing to read 'Christie Collins', written over a blue circular stamp or seal.

Christie Collins
Assistant Secretary

cc: Luis Vázquez- Badger Meter, Inc.
Christopher Herndon - Midwest Meter, Inc.



BEACON® Advanced Metering Analytics Mobile Solution

OVERVIEW

The BEACON® Advanced Metering Analytics (AMA) mobile solution from Badger Meter is built on a century of water metering experience, combining our intuitive BEACON AMA software suite with our proven ORION® communication technologies to prepare you for the future.

SOFTWARE APPLICATIONS

BEACON Advanced Metering Analytics (AMA)

The BEACON AMA software suite brings greater visibility and utility management control. With tools beyond meter reading, BEACON AMA software offers targeted Advanced Metering Analytics in a secure hosted platform. The innovative software puts metering data to work with easy-to-use data tools for the utility to increase efficiency in day-to-day utility operations and address demands for actionable intelligence.

- Customizable dashboards to deliver information in a format matched to utility requirements
- Ability to set unique alert conditions to define and monitor exceptions
- Automatic software upgrades
- Integration with your utility systems: billing, work order, inventory, Customer Relationship Management (CRM) and Geographic Information Systems (GIS)

BEACON AMA Field Application Suite

The BEACON AMA Field Application Suite handles field assignments and data collection with ease and efficiency.

BEACON AMA Field Director

The BEACON AMA Field Director web-based application is designed for utilities to manage meter reader field assignments and monitor the read collection process. Dispatchers can update meter reading assignments and monitor their completion from the office.

ORION Mobile Read

ORION Mobile Read is a browser-based application designed for utility meter route reading. Meter reading field assignments and reading data are automatically synchronized with the cloud-based BEACON AMA software anytime an Internet connection is established, so meter readers do not have to come into the office to receive assignments or deliver reading data.

ORION Endpoint Utility

ORION Endpoint Utility software is a client-based troubleshooting application for programming and quick read of ORION Migratable (ME), Fixed Network (SE) and Classic (CE) endpoints. The software can also be used to extract and view historical interval data from endpoints with data profile functionality using IR or RF technology for ORION SE/ME/CE or SE/ME endpoints respectively.



HARDWARE

The BEACON AMA mobile solution features high-powered ORION meter endpoints and a data collector that is both mobile and rugged to deliver precise daily meter information. The mobile solution is comprised of the following hardware:

ORION Endpoints

Compatible with BEACON AMA, ORION endpoints are integral elements of the mobile solution.

- ORION ME endpoints are two-way water endpoints for mobile applications. ORION ME endpoints are easily upgraded from mobile to fixed network data collection without rolling a truck or reprogramming the endpoint, preparing you for the future.
- ORION CE endpoints are one-way water endpoints designed for mobile meter reading.

Panasonic® Toughpad® Tablet

The Panasonic Toughpad Windows®-based tablet is built for highly mobile operations like meter reading. The Toughpad operates in every environment—from intense heat and sunlight, to pouring rain and freezing temperatures. Together with an ORION mobile transceiver kit or ORION mobile receiver kit, the Toughpad is compatible with the BEACON AMA mobile solution, including ORION Mobile Read and the ORION Endpoint Utility software. Also refer to the document, *Panasonic Toughpad Product Data Sheet*, available in the Resource Library at www.badgermeter.com.

ORION Mobile Transceiver, Receiver

The ORION FHSS (frequency hopping spread spectrum) mobile transceiver and mobile receiver are portable devices designed for use with ORION software applications. The transceiver and receiver both feature a plug-and-play design that can be easily maintained and operated. When connected, the ORION mobile transceiver supports RF collection of meter reading data from ORION ME and SE endpoints, while the ORION mobile receiver supports ORION CE endpoints. Also refer to the *ORION ME Mobile Transceiver* and *ORION CE Mobile Receiver Application Data Sheets*, available in the Resource Library at www.badgermeter.com.

SECURITY

BEACON AMA is ISO 27001 certified and SOC 2 examined for security, availability and confidentiality.

TECHNICAL SUPPORT AND TRAINING

Configured for the utility, the safe and secure hosted BEACON AMA software suite provides utilities with regular updates, long-term support and maintenance. Comprehensive training is provided at the time of system deployment. To maintain best practices, a library of online videos and options for web-based training and support are also available. Once deployed, our technical support specialists may be contacted by phone, email and web to provide ongoing, utility-friendly support. Additionally, Badger Meter offers extended customized training to further enhance user expertise.

TECHNICAL REQUIREMENTS

BEACON AMA and Field Director

Developed as hosted software platforms, BEACON AMA and Field Director are cloud-based software applications accessed through a standard web browser. User logins provide secure access. Field assignment data is synchronized with ORION Mobile Read on the mobile collection device through a wireless or wired Internet connection. Internet access is required.

BEACON AMA supported web browsers include the latest and next previous major releases of Google® Chrome, Microsoft® Edge, Mozilla® Firefox®, Microsoft® Internet Explorer® (IE 11 only); and Apple® Safari®.

Field Director requires the latest version of Google Chrome.

ORION Mobile Read

ORION Mobile Read is a browser-based application that requires the latest version of Google Chrome and runs on the Panasonic Toughpad tablet, or on a customer-supplied tablet/laptop, which meets or exceeds the specifications listed in the table below. An ORION mobile transceiver or mobile receiver kit is required for collection of mobile meter reading data. Secure user logins limit access to field assignments.

Tablet/Laptop Specifications

NOTE: The Panasonic Toughpad offered by Badger Meter meets or exceeds all the **Recommended** specifications as listed.

TABLET/LAPTOP SPECIFICATIONS			
	Panasonic Toughpad®	Recommended	Minimum
Operating System	Windows 10 Pro	Windows 10 Pro	Windows 7 Professional 32
Memory	8 GB	8 GB	4 GB
CPU	Intel Core i5	Intel Core i7, i5 or equivalent	Intel Core i3 or equivalent
Storage	256 GB SSD	128 GB SSD	128 GB SSD or HDD
Connectivity	Bluetooth® 4.0; Intel WiFi; 4G LTE multi-carrier (for use with customer-supplied data plan)	Bluetooth® 4.0; Intel WiFi; Gobi or other 3G or LTE wireless (for use with customer-supplied data plan)	Bluetooth® 4.0; WiFi; Gobi or other 3G or LTE wireless (for use with customer-supplied data plan)
GPS (required for mapping functions)	On-board NMEA com-based GPS capability	On-board NMEA com-based GPS capability	On-board or external NMEA com-based GPS capability
Screen	Touch-capable; daylight readable	Touch-capable; daylight readable	Touch-capable
Camera	8.0 MP (rear-facing) and webcam	3.0 MP (rear-facing)	—
Battery	Long lasting lithium-ion battery pack, 10.8V, typical 4400 mAh	Long lasting lithium-ion battery pack	Long lasting lithium-ion battery pack
USB port	One (1) USB port	One (1) USB port	One (1) USB port
Ruggedized	MIL-STD-810G certified; IP65-certified	Rugged device recommended	—

*The specifications listed are those for the Panasonic Toughpad offered by Badger Meter.

ORION Endpoint Utility

ORION Endpoint Utility is a client application that runs natively on a Windows-based tablet or laptop, with Windows 7 or higher. An IR communication cable is required for IR programming functions, and an ORION mobile transceiver or mobile receiver kit is required for performing RF quick reads, or two-way RF communications (ORION ME/SE endpoints only).

Making Water Visible®

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www.badgermeter.com

The Americas | Badger Meter | 4545 West Brown Deer Rd | PO Box 245036 | Milwaukee, WI 53224-9536 | 800-876-3837 | 414-355-0400
 México | Badger Meter de las Americas, S.A. de C.V. | Pedro Luis Ogazón N°32 | Esq. Angelina N°24 | Colonia Guadalupe Inn | CP 01050 | México, DF | México | +52-55-5662-0882
 Europe, Eastern Europe Branch Office (for Poland, Latvia, Lithuania, Estonia, Ukraine, Belarus) | Badger Meter Europe | ul. Korfantego 6 | 44-193 Knurów | Poland | +48-32-236-8787
 Europe, Middle East and Africa | Badger Meter Europa GmbH | Nuttinger Str. 76 | 72639 Neuffen | Germany | +49-7075-9202-0
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 Slovakia | Badger Meter Slovakia s.r.o. | Raciánska 109/B | 821 02 Bratislava, Slovakia | +421-2-44 62 83 01
 Asia Pacific | Badger Meter | 80 Marine Parade Rd | 21-06 Parkway Parade | Singapore 449269 | +65-63484836
 China | Badger Meter | 7-1202 | 99 Hangzhong Road | Minhang District | Shanghai | China 201101 | +86-21-5763 5412
 Switzerland | Badger Meter Swiss AG | Mittelholzerstrasse 8 | 3006 Bern | Switzerland | +41-31-932 01 11

SECTION VII

A

R2018-31

A RESOLUTION OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING TASK AGREEMENT 2018-1 WITH WIEDENMANN, INC. FOR THE 160TH STREET AND OAKLAND AVENUE STORMWATER PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$30,965.00.

WHEREAS, the Public Works Department has received localized flooding complaints from residents on Oakland Avenue. City staff visited the site and observed that the current stormwater drainage facilities direct a large portion of the stormwater from 160th Street, Oakland Avenue, and Richmond Avenue to the northernmost part of Oakland Avenue; and

WHEREAS, on March 22, 2016 under Ordinance No. 2016-4187, the City Council approved an On-Call Professional Services Agreement between the City of Belton and Olsson Associates; and

WHEREAS, on February 28, 2017 under Ordinance No. 2017-4317, the City Council approved Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Wiedenmann, Inc. On February 13, 2018 under Resolution No. 2018-14, the City Council approved the renewal of Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Wiedenmann, Inc.; and

WHEREAS, in July 2017, City staff hired Olsson Associates under Task Agreement No. 2017-6 to prepare stormwater calculations and design improvements to reduce the amount of stormwater impacting residents on Oakland Avenue. The plans include installing culverts under Oakland Avenue and Eastern Avenue along the south side of 160th Street and ditching in between; and

WHEREAS, the City solicited bids from the City's three On-Call Water, Wastewater, and Stormwater Services contractors. Two contractors submitted bids: Wiedenmann, Inc. at \$30,965.00, and Pyramid Excavation and Construction, Inc. at \$37,650.11. Precision Construction and Contracting, LLC. declined the opportunity to bid. After evaluation of the bid prices, City staff determined that Wiedenmann, Inc. had the lowest and most responsible bid; and

WHEREAS, City Council believes it is in the best interest of the citizens of Belton to authorize and approve Task Agreement 2018-1 with Wiedenmann, Inc. in a not-to-exceed amount of \$30,965.00 for work performed for the 160th Street and Oakland Avenue Stormwater Project.

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

SECTION 1. That Task Agreement 2018-1 with Wiedenmann, Inc., herein attached and incorporated as **Exhibit A**, in the not-to-exceed amount of \$30,965.00 for the 160th Street and Oakland Avenue Stormwater Project is hereby approved for purposes described above.

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

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

Duly read and passed this 12th day of June, 2018.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 12th day of June, 2018, and adopted at a regular meeting of the City Council held the 12th day of June, 2018 by the following vote, to-wit:

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

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 12, 2018

DIVISION: Public Works/Transportation

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

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

ISSUE/RECOMMENDATION:

Stormwater primarily from the public roadway conveyance system collects at the intersection of 160th Street and Oakland Avenue and flows north on Oakland Avenue where it overtops driveway culverts and enters private property during a storm. Olsson Associates was retained by the City of Belton under Task Agreement No. 2017-6 to evaluate this area and provide recommendations for improved stormwater management. Following this evaluation, Olsson Associates prepared plans that add roadside ditches and culverts under cross streets along 160th Street to divert a portion of the stormwater to the west to the nearby Oil Creek tributary.

The City solicited bids from the City's three On-Call Water, Wastewater, and Stormwater Services contractors. Two contractors submitted bids: Wiedenmann, Inc. at \$30,965.00 and Pyramid Excavation and Construction, Inc. at \$37,650.11. Precision Construction and Contracting, LLC. declined the opportunity to bid. After evaluation of the bid prices, City staff determined that Wiedenmann, Inc. had the lowest and most responsible bid.

Staff recommends approval of Task Agreement No. 2018-1 with Wiedenmann, Inc. for the 160th Street and Oakland Avenue Stormwater Project. Wiedenmann, Inc. is approved as an on-call contractor under the renewed Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services per Resolution R2018-14, dated February 13, 2018.

BACKGROUND:

The Public Works Department has received localized flooding complaints from residents on Oakland Avenue. City staff visited the site and observed that the current drainage facilities direct a large portion of the stormwater from 160th Street, Oakland Avenue, and Richmond Avenue to the northernmost part of Oakland Avenue causing private property owners in the area to be burdened by excess roadway stormwater.

In July 2017, City staff hired Olsson Associates under Task Agreement No. 2017-6 to prepare stormwater calculations and design improvements to reduce the amount of stormwater impacting the residents on Oakland Avenue. The plans include installing culverts under Oakland Avenue and Eastern Avenue along the south side of 160th Street and ditching in between.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Wiedenmann, Inc.	
Amount of Request/Contract:	\$	30,965.00
Amount Budgeted:	\$	50,000.00
Funding Source:	445-5316-495-7117 (Street Capital Project)	
Additional Funds	\$	n/a
Funding Source:	\$	n/a

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution of the City of Belton, Missouri for Task Agreement No. 2018-1 with Wiedenmann, Inc. for the 160th Street and Oakland Avenue Stormwater Project in the not-to-exceed amount of \$30,965.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Exhibit 1 - Task Agreement 2018-1 with Wiedenmann, Inc. for 160th Street and Oakland Avenue Stormwater Project and Scope of Work

Site Map

Bid Comparison



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

Contract: Wiedenmann, Inc.

Ordinance or Resolution: Resolution	Task Agreement No: 2018-1	Funding Amount: \$30,965.00 Purchase Order No : n/a
--	----------------------------------	--

Project Title: 160th Street and Oakland Avenue Stormwater Project

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

Project Management Manual reviewed: Yes	Attachments (Gantt Chart, etc.): Exhibit A – Scope of Services, Exhibit B- Plan and Profile
--	--

PROJECT Scope (can be in the form of an attachment): See Exhibit A, attached.

Staff Signatures		Partner Signatures	
Director of Public Works: Celia Duran	City Manager: Alexa Barton	Project Manager	Company Principal (if different):
Signature: _____	Signature: _____	Signature: _____	Signature: _____
Date: _____	Date: _____	Date: _____	Date: _____

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

Report(s) Received: N/A
Work on File: N/A

--	--



WIEDENMANN, INC.

WBE Certified Missouri and Kansas

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

April 26, 2018

City of Belton Missouri
520 Main St
Belton, MO 64012

Attn: Misha Miller-Gilmore

RE: 160th and Oakland Storm

Dear Misha,

Pursuant to your request, we hereby submit the following unit prices for 160th and Oakland Storm Project.

1	Mobilization	LS	1	800	\$	800.00
2	Traffic Control	LS	1	600	\$	600.00
3	Construction Staking	LS	1	1600	\$	1,600.00
4	Clearing and Grubbing	LS	1	150	\$	150.00
5	Asphalt Pavement R&R	SY	65	90	\$	5,850.00
6	Concrete Driveway R&R	SY	29	75	\$	2,175.00
7	CMP Removal	LF	20	20	\$	400.00
8	30" RCP	LF	90	155	\$	13,950.00
9	Channel Grading	LF	460	9	\$	4,140.00
10	Turf Seeding	LS	1	500	\$	500.00
11	Erosion and Sediment Control	LS	1	800	\$	800.00
					Total	\$ 30,965.00

We appreciate the opportunity to price this work.

Please call if you have any questions.

Sincerely
Wiedenmann Inc.
Daniel Forbes, EIT

160th and Oakland Stormwater Project



Legend

- Street
- Parcel
- Subdivision
- Parks
- Cemetery
- New Culverts
- New Ditches
- Existing Culverts
- Existing Ditches

1 in. = 80ft.

Notes

158.9 0 79.47 158.9 Feet

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

160th and Oakland Bid Items

Item #	Items	Unit	Quantity	Wiedenmann	Pyramid
1	Mobilization	LS	1	\$ 800.00	\$ 5,512.35
2	Traffic Control	LS	1	\$ 600.00	\$ 1,444.04
3	Construction Staking	LS	1	\$ 1,600.00	\$ 277.70
4	Clearing and Grubbing	LS	1	\$ 150.00	\$ 1,330.18
5	Asphalt Pavement Removal and Replacement	SY	65	\$ 5,850.00	\$ 5,595.85
6	Concrete Driveway Removal and Replacement	SY	29	\$ 2,175.00	\$ 4,205.00
7	CMP Removal	LF	20	\$ 400.00	\$ 586.60
8	45"x29" RCEP	LF	90	\$ 13,950.00	\$ 8,865.00
9	Channel Grading	LF	460	\$ 4,140.00	\$ 6,127.20
10	Turf Seeding	LS	1	\$ 500.00	\$ 2,853.65
11	Erosion and Sediment Control	LS	1	\$ 800.00	\$ 852.54

Total Construction Costs	\$ 30,965.00	\$ 37,650.11
---------------------------------	---------------------	---------------------

SECTION VII
B

R2018-32

A RESOLUTION APPROVING TASK AGREEMENT 2018-02 WITH EARTHWORKS EXCAVATION AND ASSOCIATES, LLC FOR DEMOLITION OF STRUCTURES AT 16104 OAKLAND AVENUE.

WHEREAS, the residential structure located at 16104 Oakland Avenue has been determined to be dangerous and ordered to be demolished without delay by the Building Commission. The Findings of Fact and Conclusions of Law are herein attached and incorporated to this Resolution as **Exhibit A** and;

WHEREAS, the objective of the Task Agreement is to remove the dangerous residential structures in their entirety and restoring the lot to a serviceable condition, and;

WHEREAS, the City Council approved Bill Number 2018-11 on March 13, 2018 to award the on-call dangerous residential demolition contract to Earthworks Excavation and Associates, LLC; and

WHEREAS, the City Council believes approving this Task Agreement 2018-02, herein attached and incorporated to this Resolution as **Exhibit B**, with Earthworks Excavations and Associates, LLC in a not to exceed amount of \$25,603.90 is beneficial to code enforcement and is in the best interest of the citizens.

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

- Section 1.** That the Task Agreement 2018-02, herein attached and incorporated as **Exhibit B**, in a not to exceed amount of \$25,603.90 authorizing the demolition of dangerous residential structures located at 16104 Oakland Avenue, Belton, Missouri is hereby approved for the purposes described above.
- Section 2.** That the City Manager is hereby authorized to sign and authorize the Task Agreement, on behalf of the City.
- Section 3.** That this Resolution shall take effect and be in full force from and after its passage and approval.

Duly read and passed this 12th day of June, 2018.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 12th day of June, 2018, and adopted at a regular meeting of the City Council held the 12th day of June, 2018 by the following vote, to-wit:

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

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 12, 2018

DIVISION: Planning and Building Department

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

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

ISSUE/RECOMMENDATION:

The City Council approved the contract for demolition of dangerous residential structures with Earthworks Excavation and Associates, LLC on March 13, 2018 under Ordinance Number 2018-4413. The Building Commission, upon conclusion of two evidentiary hearings, has made the final determination to demolish the dangerous residential structures located at 16104 Oakland Avenue as soon as possible after the owner, Midwest Design and Remodeling, LLC, failed to abate the public nuisance and demolish the structures in 45 days as ordered by the Building and Fire Prevention Code Board of Appeals (Building Commission) in the first evidentiary hearing dated February 28, 2018.

BACKGROUND:

There are often times when self-abatement of dangerous and dilapidated residential structures cannot be achieved. As a result, it becomes necessary for the City to take action to abate the dangerous structure following an evidentiary hearing by the Building Commission. The Resolution fully supports the City Council’s focus and direction toward abatement of dangerous structures and code enforcement issues throughout the City.

IMPACT/ANALYSIS:

The proposed Task Agreement to provide residential structure demolition services is in compliance with the City’s Comprehensive Plan and will provide a much needed service to abate this dangerous and dilapidated residential structure within the City when the property owner fails to take action upon the order of the Building Commission.

STAFF RECOMMENDATION, ACTION, AND DATE:

Staff recommends approval of the attached Resolution, Task Agreement and Scope of Work.

PROPOSED CITY COUNCIL MOTION:

Approve the attached Task Agreement for demolition of 16104 Oakland Avenue, Belton, Missouri under the scope of work provided by Earthwork Excavation and Associates, LLC.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Order of Abatement from the Building and Fire Prevention Board of Appeals
- Task Agreement with Scope of Work/Estimated Abatement Costs
- Photograph of subject property

EXHIBIT A

GRIGSBY PROPERTY AT 16104 OAKLAND AVENUE, BELTON, MISSOURI

EVIDENTIARY HEARING FEBRUARY 28, 2018

**BEFORE THE BELTON BUILDING AND FIRE PREVENTION CODE
BOARD OF APPEALS**

ORDER OF ABATEMENT WITH FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Board finds the structures located at 16104 OAKLAND AVENUE **are dangerous buildings and public nuisances** and hereby order the property owner or Building Commissioner to **demolish** the structures.

Findings of Fact

1. This property is owned by James A. Grigsby as evidenced by the deed of record in the Cass County Recorder's Office. There are no deeds of trust, mortgages or liens recorded against this property.
2. The Building Inspector conducted an inspection of the house and two backyard storage sheds and determined in his opinion that the structures are both dangerous buildings and public nuisances as defined by Chapter 10, Article III, Section C of the Belton Unified Development Code because the house roof is buckling due to deteriorated condition and lack of support members with evidence of several roof leaks, soffit and fascia components are rotted and falling from the structure, west foundation wall has partially collapsed, dilapidated condition of the floor and subfloor joists throughout the structure, missing windows, openings for harborage of rodents, unsecured openings in the dwelling. The backyard storage sheds are rotted and dilapidated with holes in the roofs, unsecured and open to rodent harborage. The property has been vacant for at least 7 years.
3. The property owner was properly notified of the above determinations and results of a building inspection including any violations of the dangerous building and public nuisance laws and was requested to repair or demolish the structures.
4. The property owner failed to comply with the order of the building inspector to repair or demolish the structures.
5. The property owner and potential buyer were properly notified of a hearing to determine the facts and disposition of the structure at 16104 OAKLAND AVENUE.
6. Prior to the hearing, the property owner has stated to city staff that he has a potential buyer of the property and the potential buyer has contacted city staff expressing interest in

purchasing the property, demolishing the structure and potentially building a new house on the site.

Conclusions of Law

1. There is substantial and competent evidence to conclude that the house and two sheds at 16104 OAKLAND AVENUE constitute dangerous buildings and public nuisances under the Dangerous Buildings Codes of the City of Belton.
2. The house and two sheds at 16104 OAKLAND AVENUE shall be demolished pursuant to the procedures and Dangerous Buildings Codes of the City of Belton.
3. If the property owner does not comply with this order within 45 days, the City of Belton Building Commissioner is hereby instructed to take bids for the demolition of the structures.

SUPPLEMENTARY FINDINGS AND ORDER OF DEMOLITION

EVIDENTIARY HEARING CONTINUED MAY 23, 2018

Upon a presentation of the summary of events since the February 28, 2018 hearing and order of abatement, failure of the property owner to demolish the structure at 16104 Oakland Avenue and testimony of the Building Official, the Building Commission unanimously approved the following motion:

Move to confirm abatement order of February 28, 2018 and instruct Building Official to place an order to demolish the structure at 16104 Oakland Avenue pursuant to the City on-call demolition bid as soon as possible.

EXHIBIT B



City of Belton – Planning and Building Department Task Agreement

Contract: Dangerous Residential Structures Demolition Services

Ordinance Number: 2018-4413	Task Agreement No: 2018-02	Funding Amount: \$ 25,603.90 Date of Schedule of Hourly Rates and Expenses: N/A Purchase Order No: N/A
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Project Title: 16104 Oakland Avenue, Belton, Missouri

Contractor/Consultant (including subs): Earthworks Excavation and Associates, LLC	Division and Staff Project Manager: Planning & Building; Jim Brown
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Project Specifications reviewed: yes	Attachments :
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PROJECT SCOPE:
Demolition of a single family residence and detached storage buildings in accordance with the contract documents and specifications and in support of Ord # 2018-4413.

Staff Signatures		Partner Signatures	
Building Official Jim Brown	City Manager: Alexa Barton	Project Manager:	Company Principal (if different):
Signature: _____ Date: _____	Signature: _____ Date: _____	Signature: _____ Date: _____	Signature: _____ Date: _____

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

Report(s) Received:
Work on File:
This Task Agreement is subject to all the provisions included in the Contract Agreement for; as needed demolition of dangerous residential structures, between the City of Belton and Earthworks Excavation and Associates, LLC effective on 13 March, 2018.

Attach scope of work, budget, and other supporting mat

ATTACHMENT 1 TO EXHIBIT B

Estimated Abatement Costs for: 16104 Oakland Avenue

1. Abatement price:		
a. Non-friable asbestos		
i. \$ n/a		Per square foot of asbestos containing materials
ii. \$ n/a		Per linear foot of asbestos containing materials
b. Friable asbestos		
i. \$ n/a		Per square foot of asbestos containing materials
ii. \$ n/a		Per linear foot of asbestos containing materials
2. Unit cost of general structure demolition, clearing, and cleaning will be paid for as a unit price based on square footage of applicable structure(s):		
a. Residential structure (including attached garages and covered porches)		
i. \$ 3.75 s.f. (1288 s.f.) =	\$4830.00	Per square foot, frame or metal
ii. \$ n/a		Per square foot, masonry or other
b. Detached structure (with foundation)		
i. \$ 4.75 s.f. (120 s.f.)=	\$570.00	Per square foot, frame or metal
ii. \$ n/a		Per square foot, masonry or other
c. Detached structure (without foundation)		
i. \$ 3.75 s.f. (96) =	\$360.00	Per square foot, frame or metal
ii. \$ n/a		Per square foot, masonry or other
Includes removal of trees as necessary(growing into foundation)		
3. Unit cost to remove private concrete driveways/sidewalks:		
a. \$ n/a		Per square foot
4. Unit cost for the following:		
a. Backfill material as needed for excavated/basement areas- \$ 14.85 x 65 cu yd =		Per cubic yard
	\$965.25	
b. Landfill fee- \$ 2011.96 per load x 7 =		Per load (90 cu yd trailer)
	\$14,083.65	
c. Temporary erosion control measures- Straw, seed - sq. ft. - \$ 2.21 s.f. (1900 s.f.)=		Silt fence- per lin ft.; straw, seed, per sq.ft.
	\$4199.00	
d. Temporary construction fencing-\$ 2.98 l.f. (200 l.f.) =		Per linear foot.
	\$ 596.00	
e. Soil testing/proctor/compaction- \$ n/a		Provide testing fee
5. Additional abatement cost:		
a. \$ n/a		Hazardous mold & lead abatement per square foot
b. \$ n/a		Hazardous mold & lead abatement per linear foot
6. The Contractor shall pay all applicable costs for landfill permits and fees.		
7. The Contractor shall pay for any applicable permits, testing, and inspection services required in connection with the abatement of asbestos and/or lead.		
8. The Contractor shall provide all equipment and services needed to complete the Work.		

Total not to exceed estimate- \$25,603.90

Note: The City of Belton Public Works Department will provide a location to haul the yardwaste & tree debris for this project.



SECTION VII
C

R2018-33

A RESOLUTION APPROVING CHANGE ORDER NO. 1 IN AN ADDITIONAL NOT-TO-EXCEED AMOUNT OF \$12,283.00 TO THE MINOR CONSTRUCTION SERVICE AGREEMENT WITH JR & CO., INC. TO FULLY ADHERE THE NEW ROOF SYSTEM TO THE CONCRETE DECK FOR THE WATER SERVICES METER STORAGE BUILDING AND A FORCE ACCOUNT FOR ANY ADDITIONAL UNFORESEEN ISSUES INCREASING THE TOTAL PROJECT COST FROM \$86,975.00 TO \$99,258.00.

WHEREAS, in order to fix the leaks in the roofs of the Water Services Meter Storage and Office buildings, an Invitation to Bid for the Water Services Buildings Roofs Replacement project was issued on March 9, 2018. A Mandatory Pre-Bid Conference was held on March 21, 2018, and the bid opening was originally scheduled for April 4, 2018. During the Pre-Bid Conference, there was discussion regarding whether there was asbestos in the roof materials. The City had both roofs tested for asbestos and both buildings came back positive for friable asbestos. The deadline for bid submittals was subsequently extended by two weeks to allow the contractors to provide a cost for asbestos renewal. The bid opening was held on April 18, 2018. Two contractors submitted bids: JR & Co., Inc. at \$86,975.00, and Cornell Roofing & Sheet Metal, Co. at \$96,340.00. After evaluation of the bid prices, City staff determined that JR & Co., Inc. had the lowest and best bid; and

WHEREAS, the City Council approved a Minor Construction Service Agreement with JR & Co., Inc. under Ordinance No. 2018-4437 on May 8, 2018 for the Water Services Buildings Roofs Replacement Project in a not-to-exceed amount of \$86,975.00 on May 8, 2018, which was fully executed on May 17, 2018; and

WHEREAS, under the bid items submitted for the Minor Construction Service Agreement with JR & Co., Inc. for the Water Services Buildings Roofs Replacement Project, the bid item description specified the removal and disposal of the existing roof system for the Water Services meter storage building and office building down to the steel deck. During project mobilization, JR & Co., Inc. collected a core sample of the roof for both buildings. The core indicated that the roof deck for the Water Services meter storage building consists of a layer of concrete poured over the steel decking. The roof for the Water Services office building does not contain the additional concrete layer. Due to the presence of the concrete layer between the steel decking for the Water Services meter storage building, the roof membrane can no longer be mechanically attached and must be fully adhered to the concrete with bonding adhesive; and

WHEREAS, the bid items for the Minor Construction Service Agreement have been amended for an additional not-to-exceed amount of \$12,283.00 to fully adhere the new roof system to the concrete deck of the Water Services meter storage building and a force account for any additional

unforeseen issues. With this change, the total amount of the Minor Construction Service Agreement will be increased from \$86,975.00 to \$99,258.00; and

WHEREAS, the City Council believes it is beneficial to the City of Belton to keep City property dry to approve Change Order No. 1 to the Water Services Buildings Roofs Replacement Minor Construction Service Agreement with JR & Co., Inc.

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

SECTION 1. That Change Order No. 1 to the Minor Construction Service Agreement with JR and Co., Inc. in the not-to-exceed amount of \$12,283.00 to fully adhere the new roof system to the concrete deck for the Water Services meter storage building and a force account for any additional unforeseen issues increasing the project cost from \$86,975.00 to \$99,258.00, herein attached and incorporated as **Attachment 1**, is hereby approved.

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

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

Duly read and passed this 12th day of June, 2018.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 12th day of June, 2018, and adopted at a regular meeting of the City Council held the 12th day of June, 2018 by the following vote, to-wit:

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

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



CITY OF BELTON

CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 12, 2018

DIVISION: Water Services

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

On May 8, 2018, the City Council passed Ordinance No. 2018-4437 approving a Minor Construction Service Agreement with JR & Co., Inc. for the Water Services Buildings Roofs Replacement project in an amount not-to-exceed \$86,975. The Minor Construction Service Agreement executed with JR & Co., Inc. on May 17, 2018, specified the removal and disposal of the existing roof system for the Water Services meter storage building and office building down to the steel deck. During project mobilization, JR & Co., Inc. collected a core sample of the roof for both buildings. The core indicated that the roof deck for the meter storage building consists of a layer of concrete poured over the steel decking. The concrete layer was not detected during the pre-bid walkthrough since it is covered by the steel decking and was therefore not visible when observing the decking from inside the building. The roof for the Water Services office building that is also being replaced as part of this project does not contain the additional concrete layer.

The new roof will consist of thermoplastic polyolefin (TPO), which is a single-ply reflective roofing membrane. The original bid for both buildings assumed that the TPO membrane would be mechanically attached to the steel decking using clips or fasteners. However, due to the presence of the concrete layer between the steel decking for the meter building, the roof membrane can no longer be mechanically attached and must be fully adhered to the concrete with bonding adhesive. The contractor has provided an additional not-to-exceed amount of \$6,283.00 to fully adhere the new roof system to the concrete deck and City staff recommends the addition of a \$6,000.00 force account to address any additional unknowns. The force account funds will only be used if unforeseen issues arise during the installation of the new roof. If this change order is approved, the total amount of the Minor Construction Service Agreement will be increased from \$86,975.00 to \$99,258.00.

Staff performed their due diligence to determine whether the additional cost for the change order is reasonable and confirmed that it is in alignment with industry standards since the adhesive is more expensive than fasteners and is more labor intensive.

BACKGROUND:

The Water Services Division of the City uses and maintains two buildings located at 1201 Street Barn Lane. One building is an office building that serves the Water Services personnel and the other building stores water meters and other tools and equipment used by the Water Services Division. Both of these buildings were built over 50 years ago and have leaks in the roofs despite previous patching and repair efforts.

Water Services staff reached out to a local roofing company in October 2017 to discuss options available for fixing the leaks in the roofs of both buildings and to get an estimate of probable cost for the project. The company responded that in order to fix the leaks that the entire roof on each building would need to be removed and replaced. The City competitively bid the project and subsequently approved the Minor

Construction Service Agreement with JR and Co., Inc. for the Water Services Buildings Roofs Replacement project in the not-to-exceed amount of \$86,975.00.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	JR & Co., Inc.
Amount of Request/Contract:	\$ 86,975.00 (Original Bid Items)
Amount Budgeted:	\$ 25,000.00 (Water Fund) and 25,000.00 (Wastewater Fund)
Funding Source:	662-0000-495-7300 WT1910 and 660-0000-495-7300 WW1910
Additional Funds Requested:	\$ 6,141.50 (Water Fund) and 6,141.50 (Wastewater Fund) (Change Order No. 1)
Funding Source:	662-0000-495-7300 WT1910 and 660-0000-495-7300 WW1910

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution for Change Order No. 1 in an additional not-to-exceed amount of \$12,283.00 to the Minor Construction Service Agreement with JR & Co., Inc. to fully adhere the new roof system to the concrete deck for the Water Services meter storage building and a force account for any additional unforeseen issues increasing the total project cost from \$86,975.00 to \$99,258.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Attachment 1 – Change Order No. 1 to Minor Construction Service Agreement with JR & Co, Inc.



CHANGE ORDER NO. 1

Contract Number: 662-0000-495-7300

Project Title: Water Services Buildings Roofs Replacement

Effective Date: _____

Ordinance / Resolution No: _____


To CONTRACTOR JR & Co., Inc.

The Contract is changed as follows: Change in roofing system from Mechanically Attached to Fully Adhered on the Water Services Meter Storage Building due to the differing site condition that the deck is concrete, not steel.

Not valid until signed by the OWNER.

The original Contract Price was	\$ 86,975
Net change by previously authorized Change Orders	\$ 0
The Contract Price prior to this Change Order was	\$ 86,975
The Contract Price will be increased by	\$ 6,283
The new Contract Price including this Change Order will be	\$ 93,258
The Contract Times will be changed by	<u>1</u> days
The date of Final Completion as of the date of this Change Order therefore is	_____

****IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY SURETY OF ANY CHANGE ORDERS. IF APPLICABLE, CITY WILL NEED A COPY OF THE BOND RIDER FOR ANY INCREASE IN CONTRACT AMOUNT.****

CONTRACTOR: JR & Co., Inc.	By: Tony Medina 	Date: 05/29/2018
OWNER: City of Belton, Missouri	By:	Date:
ENGINEER:	Attest By:	Date:



Prepared By: Tony Medina

Date: 05/29/18

Contract Change Justification/Notification

To be completed for changes to work scope.

Project Title: Water Services Bldg Roofs Replacment **Contract Number:** 662-0000-495-7300

Summary of Scope Changes:

As provided on Addendum No. 1 Bidder's Affidavit form under the Unit Prices section, the Item Description for Add. Alternate Item No. 1 states, "Remove and dispose of existing roof system for Water Services Meter Storage Building down to steel deck...". During the pre-bid walk through, steel deck was observed from within the building and our proposal reflected a mechanically attached roofing system. After award, on 05/24/18 we conducted a site visit with our Superintendent to plan the upcoming construction activities and completed a roof core to verify thickness and material for tearoff. This investigation identified that the decking is actually poured concrete over the steel decking, make our proposed mechanically attached roof system impractical.

Reason for Change/Who Initiated Change:

Based on the differing site conditions identified after award that are contrary to the solicitation documents, JR & Co., Inc. is requesting additional compensation and 3 business days to the schedule for a change of the roofing system on the Water Services Meter Storage Building from a mechanically attached 45mil TPO to a Fully Adhered 45mil TPO system. We did not originally plan to use a fully adhered roofing system because it takes additional equipment, materials, and labor, but for a concrete deck, this is the best application to utilize. The changes to our work scope and proposal include the following materials, equipment, and labor for 1 additional work day.

Material Changes (additions/subtractions)					Equipment Changes (additions/subtractions)				
Item	UOM	Unit Cost	QTY	Cost	Item	UOM	Unit Cost	QTY	Cost
6" Insulation Fasteners	box	\$144.61	(1.0)	(\$144.61)					\$0.00
3" Insulation Plates	box	\$73.05	(1.0)	(\$73.05)					\$0.00
6" Membrane Fasteners	box	\$107.28	(1.0)	(\$107.28)					\$0.00
2-3/8" Membrane Plates	box	\$134.67	(1.0)	(\$134.67)					\$0.00
Insulation Adhesive A&B	kit	\$1,187.35	2.0	\$2,374.70					\$0.00
Membrane Adhesive A&B	kit	\$475.96	2.0	\$951.92					\$0.00
				\$0.00					\$0.00
				\$0.00					\$0.00
TOTAL:				\$2,867.01	TOTAL:				\$0.00

Labor Changes (additions/subtractions)				Other Costs (Misc. / Travel / Unit Rates) (additions/subtractions)					
Labor Category	Rate	Hours	Cost	Item	UOM	Unit Cost	QTY	Cost	
Project/Construction Manager	\$90.00	2.0	\$180.00					\$0.00	
Foreman	\$60.00	8.0	\$480.00					\$0.00	
Rofer Journeyman	\$60.00	24.0	\$1,440.00					\$0.00	
(drop down list)	\$0.00		\$0.00					\$0.00	
(drop down list)	\$0.00		\$0.00					\$0.00	
(drop down list)	\$0.00		\$0.00					\$0.00	
(drop down list)	\$0.00		\$0.00					\$0.00	
TOTAL:				\$2,100.00	TOTAL:				\$0.00

	Cost	OH Rate		Profit Rate		Total Price
		15%	10%	10%	10%	
Subtotal Material	\$2,867.01	\$430.05	\$329.71	\$329.71	\$329.71	\$3,626.77
Subtotal Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal Labor	\$2,100.00	\$315.00	\$241.50	\$241.50	\$241.50	\$2,656.50
Subtotal Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$4,967.01	\$745.05	\$571.21	\$571.21	\$571.21	\$6,283.27

Schedule Impact Yes / No, if yes, additional work days or new date for substantial completion: 1 day impact for change in scope

Attachments (check all that apply):
 Daily Reports DWG/Spec/Contract Photos Estimate Cost/Pricing Detail/Documentation

JR & Company Inc.: Adolfo Medina
Name

Signature

5/29/2018
Date

Deadline for Approval Yes / No, if yes, provide Date of needed approval/disapproval to avoid additional impacts: June 1st, 2018

Any Specific impacts if not approved by above date (if applicable):

Day for day schedule impact if approval not provided by June 1st 2018.

SECTION VII

D

R2018-34

A RESOLUTION AMENDING RESOLUTION R2017-35 ON THE BELTON NATURE AREA PROJECT ALONG OIL CREEK TO AMEND THE MEMBERSHIP OF THE BELTON NATURE AREA ADVISORY BOARD AND PROVIDE FOR AN EXTENSION OF THE FORMAL EVALUATION PERIOD.

WHEREAS, on August 22, 2017, Resolution R2017-35 was approved adopting the Belton Nature Area Project Description along Oil Creek for a one (1) year trial;

WHEREAS, a Belton Nature Area Advisory Board was to be established with voting and non-voting members as described in the Belton Nature Area Project Description; and

WHEREAS, in September 2018 a formal evaluation was to be completed by the Park Department and Board with all parties involved to ascertain if the program, particularly the group overnight camping, is sustainable and provides a safe and desirable use of City property as well as efficient use of Park programming and facilities staff; and

WHEREAS, due to staff changes and other press of business, the Advisory Board was not established as anticipated and therefore the formal evaluation will not be completed by the September 2018 deadline; and

WHEREAS, the City Council believes these amendments will facilitate an effective board and support the program start-up period.

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

SECTION 1. That the City Council amends the Belton Nature Area Advisory Board non-voting members to include a representative from the Police and Fire Departments.

SECTION 2. That the City Council amends the formal evaluation deadline to September 2019.

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

Duly read and passed this 12th day of June, 2018.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 12th day of June, 2018, and adopted at a regular meeting of the City Council held the 12th day of June, 2018 by the following vote, to-wit:

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

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

Belton Nature Area Project Description
Prepared by Gary Mallory and Megan McGuire
Revised August 16, 2017
Revised _____, 2018

LOCATION

The Belton Nature Area is proposed to be located along the designated but unimproved Oil Creek Trail area between 162nd and 160th Streets. An aerial map is attached to this Project Description for reference. (The Belton Department of Public Works/Engineering Division shall provide the City, Park Board and Advisory Board with a certified legal description of the Nature Area.) This nature area is located adjacent to a floodplain, stream buffer and in an R-1 zoning district. The area is proposed to be a non-exclusive use nature area with an extension of the Oil Creek hiking and biking trail and primitive camping and outdoor activities area designated for Scouting Organizations. The users of the area will be challenged to leave the area as they found it - in as natural a state as humanly possible.

PURPOSE

The purposes of the nature area are to:

- a. Preserve a natural area within the City of Belton for the enjoyment of the citizens of Belton;
- b. Provide a natural area for hiking and biking within the City and to further connect to regional trails in the northern portion of Belton and Cass County; and
- c. Provide an area for Scouting Organizations to further their objectives with outdoor skills development.
- d. Provide for group/organized camping only upon request and permit.

OVERSIGHT AND ADMINISTRATION

The Belton Nature Area will be contained within tracts of land owned by the City of Belton and managed by the Park Board through the Belton Parks and Recreation Department. The Belton Parks and Recreation Department shall be responsible for the construction and maintenance of the trail within the Belton Nature Area. In addition, Parks Department will be responsible for preparing and posting Rules of the Nature Area signage including the permitting requirements for overnight camping.

It is recommended that a Belton Nature Area Advisory Board be established with voting members including (*members shall serve for a 3 year term----initial terms shall be staggered):

- The Belton Director of Public Works (or his/her designee)
- The Belton Director of Parks and Recreation (or his/her designee)
- *One member of the Belton City Council (appointed by the Mayor)
- *One member from the Belton Parks and Recreation Board (appointed by the Chair)
- *One member from the community (appointed by the Mayor)

One member of each Belton Scout Troop will be a non-voting member of the Board

A representative from the Police and Fire Departments will be non-voting members of the Board

The Advisory Board could provide the following advisory services:

- 1) What Parks regulations need to be updated or changed;
- 2) What are the practical issues and solutions for the following:
 - a) Safety and security – including purchase and installation of Blue Light/Emergency notification system along this isolated section of trail
 - b) Zoning limitations since in an R-1 residential zoning district
 - c) Floodplain and stream buffer limitations if any
 - d) Noise control
 - e) Parking on-site and off-site
 - f) Lighting
 - g) Access dusk to dawn
 - h) Segregation of vehicle access, bike access and Scouts
 - i) Handling of garbage and toilet facilities
 - j) Signage
 - k) Trail material and width – aggregate rock and 8' wide???
 - l) Non-exclusive use between citizens walking or bicycling and scouts camping and exploring
- 3) Describe how this project relates to the Belton Master Trail Plan;
- 4) Describe how this project relates to Metro Greenway Trail Plan;
- 5) Describe how this project relates to the MoDOT Agreements to construct the Oil Creek Greenway Trail Project (Ordinance No. 2008-3433), Oil Creek Greenway License Agreement with MoDOT (Ordinance No. 2010-3668) and ADA compliant sidewalk between Belton and Raymore (Ordinance No. 2015-4089);
- 6) Describe what possible roles the Scouts may play in setting up the trail, camping area, parking area, signs, etc.;
- 7) Describe what possible roles the Scouts may play in the ongoing maintenance of the area;
- 8) How to define spaces for non-exclusive use by general public and Scouts;
- 9) How it this project phased in and continue to provide experiential learning to Scouts year after year; and
- 10) Describe what the approval processes might look like through Building/Grounds Committee, Parks, City Council and Scouts

The Scouting Organizations shall provide insurance certificates to the Director of Parks and Recreation prior to using the Nature Area for camping or other organized outdoor activities.

USE OF THE NATURE AREA

Scouting organizations may use the area for furthering the objectives of scouting in the areas of camping, conservation, pioneering, wood craft etc.

Scouting organizations may designate individual troop campsites with approval of the Advisory Board.

Prior to any group overnight camping and/or scheduled Scouting Activity in the Nature Area the responsible Party/Scoutmaster shall notify the Belton Parks and Recreation Department of the activity planned including date, time, location and expected duration. The Belton Parks and Recreation director or designee shall notify Belton Police and Fire Departments of overnight permits/stays for safety of campers in the event of a high water events or other emergency.

No permanent structure shall be allowed without a recommendation from the Advisory Board and approval of the Park Board and City Council.

FORMAL EVALUATION

In September 2019, a formal evaluation will be completed by the Park Department and Board with all parties involved to ascertain if the program, particularly the group overnight camping, is sustainable and provides a safe and desirable use of City property as well as efficient use of park programming and facilities staff.

