



**Agenda of the Belton City Council  
Regular Meeting  
November 27, 2018 – 7:00 p.m.  
City Hall Annex  
520 Main Street, Belton, Missouri**

- I. CALL REGULAR MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – Councilman Finn
- 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 November 13, 2018, City Council Regular Meeting.**

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

The City installed radio read meter registers with a 10 year guaranteed battery life beginning in 2006. These registers are now 12 years old and are beginning to stop transmitting causing meters to have to be read manually.

Anticipating this situation, the City has \$819,600 appropriated in the current year budget. These register transmitters cost \$180 per register and the City will purchase 8,000 registers to replace the registers in all four billing cycles over the next two fiscal years, totaling \$1,440,000. The new transmitters have a guaranteed battery life of 20 years.

It is now time to replace meter registers for billing cycles 3 and 4. The City will appropriate an additional \$620,400 in next year’s budget to replace meter registers for cycles 1 and 2.

This purchase is a sole source purchase. These meters work with the City’s current meter reading and billing software. A significant investment in software and hardware would have to occur to purchase from another vendor.

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- C. Motion approving the letter of engagement with Williams & Campo, PC for representation of the City of Belton with respect to all general municipal legal matters.

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- D. Motion approving the letter of engagement with Littler Mendelson, PC, for representation of the City of Belton with respect to traditional labor relations matters.

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V. DISCUSSION WARD 1 VACANCY NOMINATION

- A. Ward 1 vacancy nomination

There were three applications received – Tom MacPherson, Art Ruiz, and RJ Warren.

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- B. Mayor Pro Tem nominations

VI. PERSONAL APPEARANCES

Presentation to Jeff Fletcher  
Belton Police Department recognitions

VII. ORDINANCES

- A. Motion approving both readings of Bill No. 2018-74  
**An ordinance appointing \_\_\_\_\_ to fill the unexpired term of Jeff Fletcher, Ward 1 City Councilman.**

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Administration of Oath of Office to newly appointed official

- B. Motion approving final reading of Bill No. 2018-66  
**An ordinance authorizing and approving transfer of ownership of approximately 1.15 acres near 162<sup>nd</sup> Street and Harris Avenue, commonly known as the Georgia Place Subdivision Retention Tract, from the Cass County Trustee to the City of Belton, Missouri through a Trustee's Deed for land acquired for delinquent taxes and release of liens thereon.**
- C. Motion approving the final reading of Bill No. 2018-67  
**An ordinance approving the 2019 Intergovernmental Agreement with the Mid-America Regional Council Solid Waste Management District for participation in the Regional Household Hazardous Waste Program.**

- D. Motion approving the final reading of Bill No. 2018-68, as amended.  
**An ordinance approving a final plat of Southview Commerce Center South, a 28.94-acre tract of land, in the City of Belton, Cass County, Missouri.**

This ordinance has been amended depicting updated boundary and land area of right-of-way dedication.

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- E. Motion approving final reading of Bill No. 2018-69  
**An ordinance of the City of Belton, Missouri, calling for and establishing the date of the General City Election for Municipal Officers to be held on April 2, 2019.**
- F. Motion approving the final reading of Bill No. 2018-73  
**An ordinance approving the engagement of Troutt, Beeman and Company to audit the city financial records for Fiscal Year 2019.**
- G. Motion approving both readings of Bill No. 2018-75  
**An ordinance amending Chapter 1 – General Provisions, Section 1-5, General Definitions of the Unified Development Code of the City of Belton, Missouri, and chapter 15 - Offenses, Article II, Offenses Against Health and Safety by adding new Division 5 –Lodging Establishment Tier Program to the Code of Ordinances of the City of Belton, Missouri, to encourage safe and healthy accommodations for guests.**

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

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- I. Motion approving both readings of Bill No. 2018-77  
**An Ordinance amending Article IV. – Solid waste, recyclable materials, and yard waste, Section 11-153. - Service charge/billing, of the Code of Ordinances of City of Belton, Missouri.**

This ordinance increases the monthly trash rate by \$0.36 per month (2.9%) to \$12.77/month from \$12.41/month. The contract between the City and Jim's Disposal includes a provision to allow for Jim's to increase their rate using the Refuse Rate Index. This rate increase will take effect January 1, 2019.

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J. Motion approving both readings of Bill No. 2018-78

**An ordinance authorizing and directing the mayor to execute the Eighth Amendment to the Tax Increment Financing Redevelopment Contract between the City of Belton, Missouri and Group Belton, LLC for implementation of the Y Highway Marketplace Tax Increment Financing Redevelopment Plan, as amended.**

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VIII. RESOLUTIONS

IX. CITY COUNCIL LIAISON REPORTS

X. MAYOR'S COMMUNICATIONS

XI. CITY MANAGER'S REPORT

December 2018 & January 2019 meetings

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

12/11 regular session – 7:00 p.m.

12/25 no meeting due to holiday

01/01 no meeting due to holiday

01/08 regular session – 7:00 p.m.

01/22 regular session – 7:00 p.m.

XII. OTHER BUSINESS

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

XIV. ADJOURN

# **SECTION IV**

## **A**

**Minutes of the Belton City Council  
Regular Meeting  
November 13, 2018  
City Hall Annex  
520 Main Street, Belton, Missouri**

Mayor Davis called the regular meeting to order at 7:02 p.m.

Councilman Trutzel led the Pledge of Allegiance to the Flag.

Mayor Davis announced that Councilman Jeff Fletcher resigned November 9, 2018, after winning the election November 6 for County Clerk. At the next meeting we will be nominating a Mayor Pro-Tem.

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

Councilmembers absent: Councilman Tim Savage

Staff present: Alexa Barton, City Manager; Megan McGuire, City Attorney; and Andrea Cunningham, City Clerk.

**CONSENT AGENDA**

Councilman Lathrop moved to approve the consent agenda consisting of a motion:

- approving the minutes of the October 23, 2018, City Council Regular Meeting
- approving the October 2018 Municipal Division Summary Report for Municipal Court.
- approving Resolution R2018-51: **A resolution approving the sale of surplus city inventory/personal property by Mayo Auction & Realty.**
- approving December 31, 2018, as an additional holiday for city employees and city offices will be closed.

Councilman Trutzel seconded. All present voted in favor. Councilman Savage absent. Consent agenda approved.

**ORDINANCES**

**Andrea Cunningham, City Clerk, gave the final reading of Bill No. 2018-64: An ordinance approving a Final Plat of Meadow Creek, Plat 2, a 25.42-acre tract of land, in the City of Belton, Cass County, Missouri.**

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

Ayes: 7 Councilmen VanWinkle, Finn, Councilwomen Peek, Davidson, Councilmen Trutzel, Lathrop, Mayor Davis

Noes: 0

Absent: 1 Councilman Savage

Bill No. 2018-64 was declared passed and in full force and effect as **Ordinance No. 2018-4466**, subject to Mayoral veto.



**Ms. Cunningham gave the final reading of Bill No. 2018-65: An ordinance approving a Development and Maintenance Agreement between the City of Belton and Belton Holdings Project, LLC for public and private infrastructure in Meadow Creek Plat 2, a 25.42 acre Planned Unit Development.**

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

Ayes: 7 Councilman Finn, Councilwomen Davidson, Peek, Mayor Davis, Councilmen Trutzel, Lathrop, VanWinkle

Noes: 0

Absent: 1 Councilman Savage

Bill No. 2018-65 was declared passed and in full force and effect as **Ordinance No. 2018-4467**, subject to Mayoral veto.

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

Presented by Councilwoman Peek, seconded by Councilman VanWinkle. Councilman Lathrop asked if the City is prepared for the cost involved with maintaining this. Alexa Barton, City Manager, said they've been looking at this for a while. This is part of the water shed for Oil Creek. It will benefit us. Some of the overgrowth is actually a good thing and helps the water run-off.

Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

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

Presented by Councilman Trutzel, seconded by Councilman Lathrop. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

**Ms. Cunningham read Bill No. 2018-68: An ordinance approving a final plat of Southview Commerce Center South, a 28.94-acre tract of land, in the City of Belton, Cass County, Missouri.**

Presented by Councilman Trutzel, seconded by Councilman VanWinkle. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

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

Presented by Councilwoman Peek, seconded by Councilman Finn. Filing for seats on the Belton City Council for the annual City election on Tuesday, April 2, 2019, opens December 11, 2018 at 8:00 a.m. and ends January 15, 2019 at 5:00 p.m.

Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

**Ms. Cunningham read Bill No. 2018-70: An ordinance declaring the results of the election increasing the Citywide General City Sales Tax Rate by one-half percent solely for the purpose of providing additional funds for Public Safety.**

Presented by Councilman Trutzel, seconded by Councilwoman Peek. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

**Councilman Trutzel moved to hear the final reading.** Councilman Lathrop seconded. Vote to hear the final reading was recorded with all present voting in favor. Councilman Savage absent. Motion passed. The final reading was read.

Presented by Councilwoman Peek, seconded by Councilman Trutzel. Councilman Finn asked how soon this will start and if the departments are currently hiring. Sheila Ernzen, Finance Director, said the tax will begin April 1. Departments are currently filling positions. Vote on the final reading was recorded:

Ayes: 7 Mayor Davis, Councilman VanWinkle, Councilwomen Davidson, Peek, Councilmen Trutzel, Lathrop, Finn

Noes: 0

Absent: 1 Councilman Savage

Bill No. 2018-70 was declared passed and in full force and effect as **Ordinance No. 2018-4468**, subject to Mayoral veto.

**Ms. Cunningham read Bill No. 2018-71: An ordinance declaring the results of the election amending the City of Belton Charter.**

Presented by Councilman Trutzel, seconded by Councilwoman Peek. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

**Councilman Trutzel moved to hear the final reading.** Councilman Lathrop seconded. Vote to hear the final reading was recorded with all present voting in favor. Councilman Savage absent. Motion passed. The final reading was read.

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

Ayes: 7 Mayor Davis, Councilwomen Peek, Davidson, Councilmen Lathrop, Trutzel, VanWinkle, Finn

Noes: 0

Absent: 1 Councilman Savage

Bill No. 2018-71 was declared passed and in full force and effect as **Ordinance No. 2018-4469**, subject to Mayoral veto.

**Ms. Cunningham read Bill No. 2018-72: An ordinance amending Articles VIII, IX, XVI, and XVII of the City of Belton Charter as approved by the citizens on the November 6, 2018, Ballot.**

Presented by Councilwoman Peek, seconded by Councilman Finn. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

**Councilman Trutzel moved to hear the final reading.** Councilman Lathrop seconded. Vote to hear the final reading was recorded with all present voting in favor. Councilman Savage absent. Motion passed. The final reading was read.

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

Ayes: 7 Councilmen Lathrop, VanWinkle, Mayor Davis, Councilmen Finn, Trutzel, Councilwomen Peek, Davidson

Noes: 0

Absent: 1 Councilman Savage



Bill No. 2018-72 was declared passed and in full force and effect as **Ordinance No. 2018-4470**, subject to Mayoral veto.

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

Presented by Councilman Trutzel, seconded by Councilwoman Peek. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

## **CITY COUNCIL LIAISON REPORTS**

Councilwoman Davidson gave a Park report

- High Blue Wellness annual holiday craft show is November 17
- Kids' Night Out is November 17 at High Blue Wellness
- Mayor's Christmas Tree Lighting is November 26 at 5:30 p.m. at Memorial Station
- Main Street Christmas lighting is November 23 at 5:30 p.m.

## **MAYOR'S COMMUNICATIONS**

- The Veteran's Day parade was last Saturday
- The Chamber State of the City lunch is on Facebook
- Reminder to Councilmen to donate toward the Mayor's Christmas Tree Lighting benefiting the Belton Welfare Association. See Andrea.

## **CITY MANAGER'S REPORT**

- There is a Code Enforcement Committee meeting November 14 to discuss the possible rental inspection program.

### November and December 2018 meetings

11/20 work session – 7:00 p.m.  
11/27 regular session – 7:00 p.m.  
12/04 work session – 7:00 p.m.  
12/11 regular session – 7:00 p.m.  
12/18 – possible work session  
12/25 canceled due to holiday

James Person, Police Chief, gave an update on the Lodging Establishment Tier Program. There is a stakeholder meeting at 6:30 p.m. on November 15. The ordinance will be coming to the City Council on November 27. It will go into effect January 1.

## **OTHER BUSINESS**

Ms. Ernzen said the city is accepting applications for the Public Safety Oversight Committee. Applications are due by December 17, 2018, at 5:00 p.m.

Councilwoman Peek asked about Jeff Fletcher's personal property taxes. For the past two years his personal property was not registered to Cass County. He has now transferred it over. Ms. Ernzen said this matter does not affect the city. There are three ways in our Code to forfeit office – residency of ward changes, not filing a personal financial disclosure, and holding a city job during your term or up to one year after expiration of term. Mayor Davis asked about all the comments we saw on social media about this. Ms. Barton said the staff did their due diligence. We talked with the city attorney and outside counsel. We found the answer Ms. Ernzen gave.

Councilman Trutzel brought up the tractor trailers on Commercial Street. He said progress was being made, but it's going backward again. He also asked about our website – have we considered an update. Ms. Barton said we don't have full time staff who maintain our website or social media presence like many cities do. We are aware our website has limitations. We are looking at alternatives, but they come with a price.

At 7:45 p.m. Councilman Trutzel moved to enter Executive Session to discuss matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3 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. Councilwoman Peek seconded. The following vote was recorded:

Ayes: 7 Councilmen Finn, Lathrop, Councilwomen Peek, Davidson, Councilmen Trutzel, VanWinkle, Mayor Davis

Noes: 0

Absent: 1 Councilman Savage

The Council returned from Executive Session at 8:59 p.m.

Being no further business, Councilman Lathrop moved to adjourn at 9:00 p.m. Councilwoman Peek seconded. All present voting in favor. Councilman Savage absent. Meeting adjourned.



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Andrea Cunningham, City Clerk

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Jeff Davis, Mayor

# **SECTION IV**

## **B**



**Badger Meter**

## ORION® Water Endpoints

### Migratable Endpoint

#### DESCRIPTION

The ORION® Migratable endpoint (ME) is a two-way water endpoint for mobile applications with the capability of migrating to fixed network mode to support future utility capabilities.

In addition to providing the current and snapped daily reading, the endpoint two-way functionality allows users to capture data profile information wirelessly, without having to directly access the endpoint, during the normal reading process. An ORION Migratable endpoint is easily upgraded to an ORION Fixed Network endpoint (SE) through a software license.

The ORION Migratable endpoint is a member of the time-tested ORION family of products from Badger Meter, designed for maximum flexibility. Since 2002, the ORION product family has been providing comprehensive Advanced Metering Analytics (AMA) for interval meter reading and data capture using both one-way and two-way communications.

#### FUNCTIONALITY

**Operation:** The endpoint continuously monitors the encoder circuit. At predetermined intervals, the endpoint broadcasts the totalized reading value along with other meter data to the mobile collection devices.

**Activation:** The endpoints offer a Smart Activation feature. All ORION endpoints are shipped in an inactive, non-transmitting state. After the endpoint is installed, it begins broadcasting data when the encoder senses the first usage of water. No field programming or tools are required to activate the endpoint.

**Broadcast Mode:** Once activated, the endpoints begin transmitting in mobile priority mode. After installation, using the endpoint two-way communication, an endpoint transmits its meter data every six seconds.

**Data Profiling:** The endpoints store up to 90 days of hourly historical interval meter data within nonvolatile memory.

**Output Message:** The endpoint broadcasts its unique serial number, current meter reading, daily snapped meter reading and applicable status indicators for mobile reading collection.



#### APPLICATION

**Configurations:** Available in integral, remote or endpoint-only configurations, the endpoint can be deployed in indoor, outdoor and pit applications. The endpoint electronics and battery assembly are fully encapsulated in epoxy for environmental integrity.

**Meter Compatibility:** When attached to a Badger Meter encoder, the endpoint is compatible with all current Badger Meter Recordall® Disc, Turbo Series, Compound Series, Combo Series and Fire Service meters and assemblies, and with E-Series® Ultrasonic and M-Series® Electromagnetic flow meters.

**Encoder Compatibility:** The endpoint is suitable for use with all Badger Meter encoders as well as the following Badger Meter approved three-wire encoder registers that have a manufacture date of 2000 or newer, are programmed into the AMR/AMI three-wire output mode and have three-wires connected: Elster C700 Digital, InVISION and ScanCoder® encoders and evoQ4 meter (encoder output); Hersey® Translator; Master Meter® Octave® Ultrasonic meter encoder output; Metron-Farnier Hawkeye; Mueller Systems 420 Solid State Register (SSR) LCD; Neptune® ProRead, E-Coder® and ARB-V®; and Sensus® Electronic Register encoder (ECR) and ICE.



## SPECIFICATIONS

<b>Dimensions</b>	5.125 in. (H); 1.75 in. (W) at top; 2.125 in. (W) at bottom
<b>Broadcast Frequency MHz Band</b>	FCC regulated 902...928 MHz frequency hopping modulation
<b>Operating Temperature Range</b>	-40...60° C (-40...140° F) based on storage and meter reading. RF output may be reduced by extremely low temperatures. The water meter should not be subjected to temperatures below freezing.
<b>Storage and Meter Reading</b>	
<b>Humidity</b>	0...100% condensing
<b>Battery</b>	One (1) lithium thionyl chloride C cell (nonreplaceable)
<b>Battery Life</b>	20 years (calculated)

**Construction:** All ORION Migratable endpoints are housed in an engineered polymer enclosure with an ORION RF board, battery and antenna. To assure long-term performance, the enclosure is fully potted to withstand harsh environments and to protect the electronics in flooded or submerged pit applications.

**Wire Connections:** ORION Migratable endpoints are available with in-line connectors (Twist Tight or Nicor®) for easy installation and connection to compatible encoders/meters. The endpoints are also available with flying leads for field splice connections. Other wire connection configurations may be available upon request.

**Range:** Transmission reception depends on a number of factors: topographical features, a building's construction materials and obstacles such as buildings, trees, vegetation and fences. Temporary conditions, such as a vehicle parked near the endpoint or heavy rain or snow, could also affect reception. These factors need to be considered when installing and communicating with the endpoint using a handheld or mobile reading system. For a more in-depth discussion, see the white paper, *Understanding RF Propagation of AMR/AMI Systems*, available at [www.badgermeter.com](http://www.badgermeter.com).

## FEATURES

<b>Communication Type</b>	Two-Way
<b>Application Type</b>	Control/Monitor
<b>Reading Interval Type</b>	Midnight/Now
<b>Encoder Compatibility</b>	Absolute/Incremental
<b>Mobile Reading</b>	✓
<b>Migratable to Fixed Network</b>	*
<b>Premise Leak Detection</b>	✓
<b>Cut-Wire Indication</b>	✓
<b>Reverse Flow Indication (Absolute Encoder)</b>	✓
<b>No Usage Indication</b>	✓
<b>Encoder Error (Absolute Encoder)</b>	✓
<b>Low Battery Indication</b>	✓
<b>Remote Programming</b>	✓
<b>Remote Clock Synchronization</b>	✓
<b>Firmware Upgrades</b>	✓

\* Can be upgraded with migration license.

<b>License Requirements:</b>	ORION Migratable endpoints comply with Part 15 of the FCC Rules. No license is required by the utility to operate an ORION meter reading system.
<b>Transportation:</b>	The Federal Aviation Administration prohibits operating transmitters and receivers on all commercial aircraft. The ORION endpoint is considered an operating transmitter and cannot be shipped by air.
<b>Caution:</b>	Changes or modifications to the equipment that are not expressly approved by Badger Meter could void the user's authority to operate the equipment.

## Making Water Visible®

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[www.badgermeter.com](http://www.badgermeter.com)

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**Badger Meter**

# ORION® Water Products

with BEACON AMA®

## PRODUCTS

This warranty shall apply to Badger Meter ORION® series AMR/AMI Water Endpoints, Endpoint Assemblies, reading hardware, and software for a BEACON® AMA system, sold on or after June 20, 2018.

ORION series AMR/AMI Water Endpoints include Fixed Network (SE), Migratable (ME), and Classic (CE). Endpoint Assemblies are Water Endpoints factory-connected to Badger Meter HR-E® LCD, and HR-E® encoders.

This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original Customer of Badger Meter or its authorized distributors.

## MATERIAL AND WORKMANSHIP

Badger Meter warrants all ORION series AMR/AMI Water Endpoints, Endpoint Assemblies, reading hardware and software, hereafter referred to as "Product(s)" as listed below, to be free from defects in material and workmanship for the time period stated.

ORION Water Endpoints <sup>1, 2</sup>	20 years and 6 months after shipment
ORION Endpoint Assemblies <sup>1</sup>	20 years and 6 months after shipment
Panasonic® Toughpad® Tablet <sup>3</sup>	3 years after shipment
Panasonic Toughbook® Laptop for BEACON AMA Mobile Solution <sup>3</sup>	3 years after shipment
Trimble® Ranger 7 Handheld <sup>3</sup>	3 years after shipment
Trimble® Ranger 7 ORION ME, CE Modules <sup>3</sup>	3 years after shipment
ORION Mobile Migratable (ME) Transceiver Kit <sup>3</sup> or Classic (CE) Receiver Kit <sup>3</sup>	3 years after shipment
Trimble® Ranger 3 Handheld <sup>3</sup> and Charging Cradle	3 years after shipment
ORION Fixed Network (SE) Gateway Transceiver	1 year after shipment

<sup>1</sup> Water Endpoints, Endpoint Assemblies and Endpoint batteries— collectively ORION Water Endpoint Products—are warranted to be free from defects in material and workmanship for twenty (20) years and six (6) months after shipment from Badger Meter. Badger Meter will repair or replace, at its discretion, a non-performing ORION Water Endpoint Product at no cost during the first ten (10) years, and at a prorated price during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the ORION Water Endpoint Product list prices at the time of ORION Water Endpoint Product return and according to the following prorated price discount schedule: Years 11 through 12 - 75% discount; Years 13 through 15 - 50% discount; Year 16 - 40% discount; Year 17 - 30% discount; Year 18 - 20% discount; and Years 19 through 20 - 10% discount. Replacement Products are warranted for and under the balance of the original applicable Product warranty.

<sup>2</sup> ORION Water Endpoints that are sold factory-connected to an E-Series® meter are warranted per the 20-year proration shown above. Refer to the appropriate E-Series Ultrasonic Meter warranty for meter, electronics and battery coverage.

<sup>3</sup> Batteries, antennas, cables and accessories warranty is limited to 12 months from the date of shipment.

## PRODUCT RETURNS

Product failures must be proven and verified to the satisfaction of Badger Meter. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any asserted defect within 10 (ten) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace the defective Product for the Customer within a reasonable time, after receipt of proof that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the Product and reinstalling the repaired or replacement Product.

## LIMITS OF LIABILITY

This warranty shall not apply to any Product repaired or altered by any Party other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with Badger Meter instructions. The warranty shall not apply and shall be void with respect to Products exposed to conditions other than those detailed in Product technical literature or which have been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration or other circumstances which are beyond the reasonable control of Badger Meter. With respect to products not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of the Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of the Product shall not be construed as an express warranty unless confirmed to be such, in writing, by Badger Meter.

## Exclusion of Consequential Damages and Disclaimer of Other Liability

The liability of Badger Meter with respect to breaches of the foregoing warranty shall be limited as stated herein. Badger Meter's liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIM: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

## Making Water Visible®

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[www.badgermeter.com](http://www.badgermeter.com)

The Americas | Badger Meter | 4545 West Brown Deer Rd | PO Box 245036 | Milwaukee, WI 53224-9536 | 800-876-3837 | #14-355-0400  
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. Korfantege 6 | 44-193 Knurów | Poland | +48-32-236-8787  
Europe, Middle East and Africa | Badger Meter Europa GmbH | Nurrtinger Str 76 | 72659 Neuffen | Germany | +49-7025-9208-0  
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Slovakia | Badger Meter Slovakia s.r.o. | Racianska 109/B | 831 02 Bratislava, Slovakia | +421-2-44 63 83 01  
Asia Pacific | Badger Meter | 80 Marine Parade Rd | 21-06 Parkway Parade | Singapore 449269 | +65-63464836  
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 IV**

## **C**





*Padraic W. Corcoran*  
*Phone: 816.524.4646*  
*Facsimile: 816.524.4645*  
*pcorcoran@publiclawfirm.com*

*400 SW Longview Blvd., Suite 210*  
*Lee's Summit, Missouri 64081*  
*www.publiclawfirm.com*

November 14, 2018

City of Belton  
520 Main Street  
Belton, Missouri 64012

Re: Legal Services

You have communicated your request for us to provide City Attorney services for the City of Belton, Missouri at a flat fee billable rate. I am submitting this letter to you to serve as the written agreement for our firm's engagement to provide legal services concerning this matter. We look forward to serving as counsel in this engagement.

The City of Belton will be our client in this engagement. As we discussed, the firm will bill the City a flat fee of \$12,240 a month for ordinary City-Attorney services. The flat fee rate is based on the provision of 16 hours of legal services a week for 51 weeks.

Ordinary matters include items such as attending meetings of boards, committees, and commissions, drafting ordinances, participating in telephone calls and meetings with City staff and officials, reviewing contracts, advising on public works projects, etc.; i.e., basically providing the City with legal representation regarding the conduct of its day-to-day business. Extraordinary matters include 1) litigation, 2) economic development incentive matters that are not otherwise reimbursed by the applicant or project; (3) common fund development projects where the costs are reimbursed by the application or project (TIF, CID, TDD etc..) and 4) any matter deemed an extraordinary matter by the agreement of the parties. For other extraordinary matters we will bill the City of Belton separately at the firm's then applicable hourly rate. The currently applicable hourly rates for each category are set forth below.

<b>Type of Extraordinary Matter</b>	<b>Shareholder Hourly Rate</b>	<b>Associate Hourly Rate</b>
Litigation	\$285.00	\$235.00
Economic Development not reimbursed by the applicant or project	\$225.00	\$200.00
Common Fund Development Projects	\$285.00	\$235.00
Matters deemed extraordinary by the parties	\$225.00	\$200.00

Please note that a matter that is not classified as an extraordinary matter is automatically considered ordinary and that we will not proceed with any extraordinary matter unless approved by the City Manager or City Council. We take seriously what we think is our responsibility to provide general City Attorney legal services within the City's budgetary resources, just as you would expect of other City Departments.

The enclosed Additional Terms of Engagement shall govern the relationship unless otherwise agreed in this engagement letter, but please note the following:

- The hourly billable rate is subject to annual adjustment on April 1 of each year based on the Consumer Price Index for All Urban Consumers (CPI-U) as certified by the Missouri State Tax Commission for the preceding year.

If you have any questions concerning the terms of our engagement, or if you ever have a question about our charges or their reasonableness, please contact us at your convenience to discuss the matter. Our engagement as counsel for the City will begin upon our receipt of a signed copy of this agreement. Thank you for choosing us to provide these important legal services to the City. We look forward to a good and productive relationship.

Best regards,

**WILLIAMS & CAMPO, P.C.**

*/s/ Padraic W. Corcoran*

Padraic W. Corcoran

Enclosure

**ACCEPTED AND AGREED:**

CITY OF BELTON, MISSOURI

BY: \_\_\_\_\_

DATED: \_\_\_\_\_



## Additional Terms of Engagement

Williams & Campo, P.C., appreciates the opportunity to serve you. Our goal is to provide legal services that address your legal needs effectively and efficiently through our office in Lee's Summit.

The following information explains the client service practices and billing procedures that apply to our representation of your interests (unless you have reached a different written understanding with us). We encourage you to discuss these practices with our lawyers whenever you have questions during the course of our engagement.

**Provision of Legal Services.** This engagement is for provision of professional legal services, and not for the provision of business, personal, accounting, technical or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement.

**Entire Agreement.** The accompanying engagement letter together with these Additional Terms of Engagement shall constitute the entire agreement between us concerning the engagement, and shall not be modified or supplemented, except in a subsequent writing signed by the parties.

**Subcontractors.** From time-to-time, it may be necessary to engage subcontractors to assist in the provision of services to you. It is agreed that we are not authorized to engage any such subcontractors without your prior approval.

**Periodic Billings for Legal Services.** Unless other arrangements have been made, it is our policy to render periodic statements for legal services on a monthly basis. We normally base these statements on hourly rates of lawyers working on the matter. Statements will be due upon presentation, and are to be paid no later than 30 days following the invoice date. If any statement amount remains unpaid 60 days after the invoice date, the firm reserves the right to terminate its services, consistent with applicable Rules of Professional Conduct.

**Client Disbursements.** Some matters require, from time to time, certain monetary advances to be made on your behalf by the firm. Some "client disbursements" represent out-of-pocket charges we advance, others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, etc.). It is understood that while acting as your lawyers, we have the authority to use our best judgment in making such expenditures on your behalf. Unless we have made prior arrangements with you, we will send you monthly billings for client disbursements incurred during the preceding month. Substantial individual items in excess of \$250, such as expert witness fees, the costs of deposition transcripts, etc., may be billed directly to you by the vendor of such services.

**File Retention.** After our services conclude, we will, upon your request, deliver the file for this engagement to you. If you do not request the file, we will retain it for a period of ten years after the matter is closed. If you do not request delivery of the file before the end of the ten year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to you. At any point during the ten year period, you may request delivery of the file.

**Disbursements and Other Charges.** We will also charge you for certain expense items listed below that we provide in connection with our legal services:

**Photocopying.** We will not charge the City for in-house photocopies which do not exceed 200 copies in a month. If in-house photocopies exceed 200 in a month, then we reserve the right to charge \$0.10 per page (or our cost, whichever is less) but only for each page over 200 in number. If the need for an outside copying job arises, we only bill the actual cost incurred for photocopying without markup.

**Computer Research.** We do not charge for our service agreement with Westlaw in which we have computerized legal research access to Missouri, 8<sup>th</sup> Circuit (federal) and U.S. Supreme Court databases, as well as databases for the Missouri and federal statutes, among others. In the event that computerized research in databases other than these is necessary, the actual cost we incur is charged without markup.

**Telecommunications.** We do not charge for local or long-distance phone calls or facsimiles.

**Mail/Messengers.** We do not charge for regular mail; however, bulk mailings, packages and special postal services may be charged at our actual cost. Messengers are used as appropriate to assure expedited delivery. The actual cost of such messenger services is charged without markup.

**Internet Usage.** We may be asked to use the Internet as a means for communicating about matters concerning your representation. Any such communication could be randomly intercepted and otherwise used or disclosed by anyone, including someone specifically interested in your matter or business. This could cause you to lose your confidentiality and attorney/client privilege protections. However, to facilitate your representation, you approve the use of Internet communications during your representation by us unless we are instructed otherwise.

**Termination of Services.** In the event that you choose to terminate our services, please advise us of such in writing. We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or the failure to pay legal fees and expenses when due. Our termination or your termination of services does not affect your obligation to pay legal fees and expenses incurred prior to the effective date of such termination.

**Questions.** One of our goals is to ensure that legal services are delivered effectively and efficiently, and that all billings are accurate and understandable. Please direct any questions about services, billing, or payment status of your account to Paul A. Campo.

# **SECTION IV**

## **D**



**Littler Mendelson, PC**  
1201 Walnut  
Suite 1450  
Kansas City, MO 64106

Jeffrey M. Place  
816.627.4402 direct  
816.627.4400 main  
816.817.1645 fax  
jplace@littler.com

November 21, 2018

**VIA EMAIL: SERNZEN@BELTON.ORG**

Sheila Ernzen  
Assistant City Manager/Finance Director  
506 Main Street  
Belton, MO 64102

Re: Engagement for Legal Services

Dear Shelia:

Thank you for asking Littler Mendelson to provide employment-related legal services to the City of Belton, Missouri ("City"). I look forward to working with you.

**Scope of Representation**

At present, you have asked us to represent the City with respect to traditional labor relations matters, and particularly in your dealings with the IAFF and FOP. I will be your primary point of contact for these matters, but various attorneys within the Firm may participate in representing your interests, if needed. In addition, the Firm may utilize the services provided by our paralegal staff. The scope of our representation may expand from the work described above: (a) as specifically agreed in writing; or (b) to the extent of work actually rendered at your request and billed.

**Our Fees and Billing Policy**

Our legal fees are based on how much time is spent on your matter and by whom it is spent. A minimum time of 1/10 hour is charged for work performed, even though the actual time expended may be less. Work in excess of 1/10 hour is billed similarly in increments of 1/10 of an hour. Under the Firm's fee structure, the hourly fees for attorney time, paralegal time, and legal research assistance vary by individual. My discounted hourly rate for the 2018 calendar year is \$355. Rates for other attorneys who may be asked to assist on various matters range from \$200 to \$625 per hour. We will not engage additional lawyers in your matters without first obtaining your specific approval. From time to time the Firm reviews and may increase

November 21, 2018

Page 2

hourly rates. If the hourly rate of any individual is increased, the new rate will be indicated on your next bill.

Our hourly rates are subject to revision. We will provide you with information regarding our current hourly rates at your request at any time. You will also be able to determine the hourly rates of each attorney and paralegal working on your matter from our monthly statement. Accordingly, it is understood that our fees charged may include increases and that these increases will be reflected in our monthly statements. Hourly rates are typically adjusted in January of each year.

On occasion, legal fees may reflect the substantial value of specialized work product prepared by the Firm prior to the engagement, but which has been adapted for your use. Those fees may be greater than those which would be charged for the actual time spent making the adaptation, but substantially less than those that would be charged if all of the time spent creating the underlying work product was reflected on your bill.

We will bill you for reasonable and necessary individual expenses of less than \$5000 which we incur in connection with your representation. We will provide you with additional details on these and any expenses upon request. Invoices for out-of-pocket expenses, such as court fees, online research fees, long-distance telephone charges, deposition transcripts, experts, car rental, and travel expenses will be billed at the actual cost incurred by us. Personal automobile mileage is billed at the current IRS rate per mile.

We will bill you for our services and expenses monthly, and you agree to pay our statements upon presentation. We believe that our billing procedures are simple and clear. Our billings, together with communications with you through telephone conversations, meetings, letters, facsimiles and copies of significant documents, serve to inform you of the work being performed on your behalf. However, should you have any questions or comments about hourly rates, hours charged, billing practices, or expenses, we strongly encourage you to contact us promptly.

If you request or require any changes to the format of our billings, including the amount of detail or itemization of our work, or if you have concerns with the accuracy or amount of any billing to you, you agree to notify us in writing within 60 days of receipt of the billing of any such concern, request, requirement or objection. Upon the expiration of the 60-day period, all billings not previously objected to in writing shall be deemed accepted and a part of this written agreement.

In certain circumstances in litigation, a court or arbitrator might order payment of costs or attorney fees by one party to the other. If any such fees or costs are paid to us, they will be credited against the amount you owe us, but you will remain liable for any unpaid portion of our bills. If a court awards fees or costs against you, in favor of the opposing party, you will be responsible for payment of that amount separately from, and in addition to, any amounts due



us. In the event a recovery is obtained, our Firm will have a lien for all unpaid attorney fees and costs advanced on all claims and causes of action that are the subject of the representation under this agreement or were generated by our Firm in unrelated matters involving our representation of you, and on all proceeds of any recovery obtained whether by settlement, arbitration award, or court judgment. Of course, you have a reasonable opportunity to seek the advice of an independent lawyer of your choice before agreeing to the terms of this Engagement Agreement, including this provision for a lien.

### **Your Duty to Provide Information and Cooperate With Us**

To successfully represent our clients, we need the highest degree of cooperation and assistance from our clients. You agree to fully respond to any inquiries we make, provide written materials or documents in a timely manner, and otherwise provide us with any and all information necessary for the matter.

In order to assist us in avoiding conflicts of interest among our clients, we ask that you submit to us a list of all subsidiary or affiliated entities and your parent company, as well as a list of the shareholders of closely held corporations, if applicable, principal officers and board members, and any other entity involved in your matter that you have reason to believe has, or has had, a relationship with the Firm. Please update this information as changes occur.

It is our practice to communicate with clients via electronic mail ("e-mail") as appropriate. The Missouri Bar Disciplinary Counsel and the Missouri Supreme Court requires all Missouri attorneys to notify e-mail recipients that e-mail is not a secure method of communication, that it may be copied and held by any computer through which it passes, persons not participating in the communication may intercept the communication and any e-mail correspondence sent to/by you may be exposed to multiple computers/users in transit. If you would prefer NOT to communicate with Littler by e-mail and/or want to discontinue this method of communication, please advise us in writing and no further e-mail communications will be sent.

### **Insurance Coverage Issues**

You should be aware that some claims may be covered by insurance. Because such matters are outside the scope of our representation, specific questions of insurance coverage should be directed to your insurance professional or other counsel. We recommend that you do so promptly. Insurance coverage and payment issues are expressly the responsibility of the client, unless otherwise specifically agreed to by the Firm in writing. At your instruction, we will cooperate with your insurance carrier and insurance professionals by providing information regarding your claim and copies of your billings, but insurance companies, rightfully or wrongfully, sometimes dispute the issue of coverage and the amount, if any, they are willing to pay their insureds' independently retained counsel. In addition, insurance carriers sometimes impose delays before payment or apply different billing standards and methods than used by Littler. Accordingly, we will bill our fees and costs directly to you, and payment will be due from

you on a current basis, whether or not your carrier eventually reimburses you. An insurance company's determination of what it will pay for Littler's services, whether greater or lesser than actually billed, is a matter of contract between the insurance company and its insured, and does not affect the amount due to Littler.

### **No Guarantee**

No law firm or attorneys, including our Firm and our attorneys, can guarantee the outcome of any legal dispute. Thus, although an attorney or attorneys of our Firm may offer an opinion about possible results regarding any matter in which we represent or advise, we do not and cannot guarantee any particular result. Moreover, we cannot predict in advance what the total amount of fees will be for our services. You acknowledge that the Firm has made no promises about the outcome, including the costs and expenses of litigation, and that any opinion offered or budget provided by the Firm or any of its attorneys will not constitute a guarantee.

### **Termination of Representation**

We do not foresee any circumstance that would lead to termination of our attorney-client relationship, other than completion of all anticipated tasks on your behalf. However, the law allows a client the right to terminate the representation of an attorney or law firm at any time. Subject to our giving you reasonable notice for you to arrange alternative counsel, our Firm reserves the right to discontinue work on pending matters or terminate our attorney-client relationship at any time that a statement remains due and unpaid 60 days after it has been sent, at any time when we feel our relationship with you puts us in violation of the Bar's ethical principles and standards or the applicable Rules of Professional Conduct, or at any time termination of the relationship is required or permitted by law.

All files and/or documents retained at the Firm relating to your representation are and remain your property, as the client, except for the Firm's internal and/or administrative documents, such as attorney time sheets. You may have access to these materials at any time, and upon termination of our representation, you may withdraw these materials with prior written notice. The Firm reserves the right to photocopy the client's files. We reserve the right to destroy all files ten years after the cessation of representation in a matter unless you request their return. In the event you choose to change representation to any attorney outside this Firm, a written notice authorizing the transfer of your files must be submitted. We reserve the right to retain photocopies of any of these documents.

### **Information Protection and Privacy**

Littler will comply with applicable data protection laws and regulations for any personal data which you provide to us and we will assume that you have complied with your own similar

November 21, 2018  
Page 5

obligations. We may process personal data you provide to us to enable us to provide you with legal and related services, for administrative purposes, and to comply with laws and regulations.

We may share the personal data you provide to us with our offices around the world and with other third parties who provide services to us or on our behalf, provided that on each occasion we take steps to ensure that the data is reasonably safeguarded.

**If a Dispute Arises Between Us**

We appreciate the opportunity to serve as your attorneys. However, in the event you become dissatisfied with any aspect of our relationship including, for example, the quality or adequacy of our representation or the fees charged, we encourage you to bring such concerns to our attention immediately. It is our belief that most problems can be resolved by good faith discussion between us. Nevertheless, it is always possible that a dispute may arise which cannot be resolved by discussion between us.

If a dispute exists between us regarding attorneys' fees and/or costs, you and the Firm agree that the dispute will be submitted as required or otherwise permitted under state law.

If you have any questions regarding any of these matters, please do not hesitate to contact me. Otherwise, please sign this letter and return it to me to confirm our understanding.

Thank you and we look forward to working with you.

Best regards,

*Jeffrey M. Place*

Jeffrey M. Place  
JMP/msb

On behalf of the City of Belton, Missouri, I request that Littler Mendelson represent us as set forth above, and acknowledge our agreement to the terms of this representation.

\_\_\_\_\_  
Sheila Ernzen, Asst. City Manager/Finance Director

Date: \_\_\_\_\_

**SECTION V**  
**A**



### Application for Belton City Councilman Vacancy

#### Contact Information

Name	Tom MacPherson (THOMAS)	
Street Address	7801 Lonnie Ct	Belton, MO 64012
Phone Number	(816) 588-8271	
Cell Number	(816) 588-8271	
Email Address	Tom.MacPherson@twc.com	
Date of Birth	9/22/58	

#### Education, Training, and Experience

Please summarize special skills and qualifications you have acquired from employment, previous volunteer work, or through other activities which would be of benefit for the position of City Councilman. (Attach additional pages if necessary.)

- PAST* {
  - In college I was involved with Student Government
  - In church I served on Church Board, serving as Board Secretary
  - Was Historian & Parliamentarian for PTA Board @ son's school
- Current* {
  - Head usher for service at church (organize & assign 30 volunteers)
  - Serve on Codes Advisory Committee / Charter Review Board / Planning Commission / Enhanced Enterprise Zone Board / Building & Fire Prevention Codes Board of Adjustments

Please describe your desire to serve in the position of City Councilman. (Attach additional pages if necessary.)

I believe it is important to get involved & serve in the community I live in. I have been glad to see how our City is growing and am proud to tell people I live in Belton. I believe I can contribute to the Council and represent the citizens in Ward 1.



## Qualifications

Please indicate Yes or No

Are you at least 18 years of age?	<input checked="" type="radio"/> Yes / <input type="radio"/> No
Are you a citizen of the United States of America?	<input checked="" type="radio"/> Yes / <input type="radio"/> No
Are you a registered voter of your respective ward?	<input checked="" type="radio"/> Yes / <input type="radio"/> No
Have you been a resident of the City of Belton for a minimum of two (2) years?	<input checked="" type="radio"/> Yes / <input type="radio"/> No
Have you been a resident of your respective ward for a minimum of six (6) months?	<input checked="" type="radio"/> Yes / <input type="radio"/> No
Are you delinquent in the payment of any state or city taxes or municipal user fees (required to file Missouri form 5120)?	Yes / <input checked="" type="radio"/> No
Have you been found guilty of or pled guilty to a felony or misdemeanor under the federal laws of the United States of America or to a felony under the laws of this state or an offense committed in another state that would be considered a felony in this state?	Yes / <input checked="" type="radio"/> No
Do you hold any compensated elected governmental office?	Yes / <input checked="" type="radio"/> No
* Are you employed by the City of Belton?	<input checked="" type="radio"/> Yes / <input type="radio"/> No
Are you a past or present corporate officer of any fee office that owes any taxes to the state, other than those taxes which may be in dispute?	Yes / <input checked="" type="radio"/> No
Do you have any outstanding campaign disclosure reports due from any prior elections?	Yes / <input checked="" type="radio"/> No

\* I understand if selected to serve on the City Council I would resign from my job of Video Recording City Council meetings.

## Agreement and Signature

By submitting this application I affirm that the facts set forth in it are true and complete. I affirm that I am eligible for this office and meet all the qualifications. I understand that if I am appointed to the position of city Councilman, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate removal of office.

THOMAS MAC PHERSON

Printed Name



Signature

Date

11/7/18

Questions? Please contact the City Clerk at 816.331.4331.

Applications can be mailed to Belton City Hall, 506 Main St, Belton MO 64012 or emailed to [pledford@belton.org](mailto:pledford@belton.org).



**Application for Belton City Councilman Vacancy**

**Contact Information**

Name	ART Ruiz	
Street Address	16206 SPEAKER AVE.	Belton, MO 64012
Phone Number	( 816 ) 331-1307	
Cell Number	( 816 ) 805-3560	
Email Address	rce20@kc.rr.com	
Date of Birth	03/16/1952	

**Education, Training, and Experience**

Please summarize special skills and qualifications you have acquired from employment, previous volunteer work, or through other activities which would be of benefit for the position of City Councilman. (Attach additional pages if necessary.)

EXTENSIVE EXPERIENCE IN NOT FOR PROFIT MANAGEMENT  
 PAST EXECUTIVE DIRECTOR FOR THE BELTON CORPORATION FOR ECO. DEVO.  
 PAST PRESIDENT BELTON CHAMBER OF COMMERCE  
 FOUNDING MEMBER OF THE CASS COUNTY CORPORATION OF ECO. DEVO.  
 FOUNDING MEMBER OF THE NORTH AMERICAN INT'L TRADE CORRIDOR  
 PARTNERSHIP WITH MEMBERS FROM THE U.S., CANADA & MEXICO  
 VAST KNOWLEDGE OF FINANCIAL INCENTIVES (RESUME ATTACHED)

Please describe your desire to serve in the position of City Councilman. (Attach additional pages if necessary.)

HAVE BEEN INVOLVED BEHIND THE SCENES IN VARIOUS CASS COUNTY  
 + BELTON ORGANIZATIONS. I FEEL IT IS TIME TO BECOME  
 MORE INVOLVED IN THE GROWTH OF THE COMMUNITY AND TO  
 CAPITALIZE ON ESTABLISHED RELATIONSHIPS IN THE REGION  
 FOR THE POSITIVE AND QUALITY DIRECTION OF THE CITY.

## Qualifications

Please indicate Yes or No

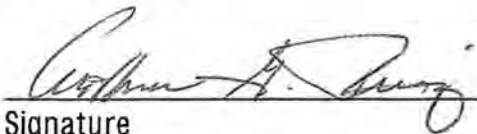
Are you at least 18 years of age?	Yes / No
Are you a citizen of the United States of America?	Yes / No
Are you a registered voter of your respective ward?	Yes / No
Have you been a resident of the City of Belton for a minimum of two (2) years?	Yes / No
Have you been a resident of your respective ward for a minimum of six (6) months?	Yes / No
Are you delinquent in the payment of any state or city taxes or municipal user fees (required to file Missouri form 5120)?	Yes / No
Have you been found guilty of or pled guilty to a felony or misdemeanor under the federal laws of the United States of America or to a felony under the laws of this state or an offense committed in another state that would be considered a felony in this state?	Yes / No
Do you hold any compensated elected governmental office?	Yes / No
Are you employed by the City of Belton?	Yes / No
Are you a past or present corporate officer of any fee office that owes any taxes to the state, other than those taxes which may be in dispute?	Yes / No
Do you have any outstanding campaign disclosure reports due from any prior elections?	Yes / No

## Agreement and Signature

By submitting this application I affirm that the facts set forth in it are true and complete. I affirm that I am eligible for this office and meet all the qualifications. I understand that if I am appointed to the position of city Councilman, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate removal of office.

ARTHUR G. RUIZ

Printed Name



Signature

11/16/18

Date

Questions? Please contact the City Clerk at 816.331.4331.

Applications can be mailed to Belton City Hall, 506 Main St, Belton MO 64012 or emailed to [admin@belton.org](mailto:admin@belton.org).



# Arthur G. Ruiz

## PROFILE

Seasoned real estate developer who is highly experienced in leadership, business development, relationship building, strategic thinker and planner. Effective leader able to present ideas by expressing their unique benefits, values, and importance in order to gain a positive consensus for organizational influence. Strong communicator who can persuade and lead a team to adopt new practices very easily through simple, effective, and easy to understand communication for project success.

## CONTACT

816-331-1307  
816-805-3560

reezo@kc.rr.com

16206 Speaker Avenue,  
Belton, Missouri 64012

## SKILLS

- Budgeting
- Forecasting
- Public Relations
- Business Analysis
- Business Knowledge

## AWARDS

Business Person of the Year — Belton Chamber of Commerce, 2001

Missouri Economic Development Council  
Developer of the Year, May 2003

*Not Current Resume*

## KCI INTERNATIONAL AIRPORT PROJECT FOCUS AND MEDIA SPOKESPERSON EXPERIENCE

Expertise in land development, retail commercial sales, marketing, management, public relations and leasing. Media savvy professional who has served as a spokesperson for many regional major projects in Belton, Missouri. Able to discern what is appropriate material to be released to the media for the benefit of all stakeholders. Experienced and seasoned in critical communications situation and able to maintain professionalism and composure. Highly regarded as the "Professional who changed Belton, Missouri" with a positive and effective message for change and the experience to back it up. Willing to propose and execute our initiative to find national retail tenants willing to establish a location in the new airport facility.

### PROFESSIONAL SUMMARY:

Seasoned real estate developer who is highly experienced in leadership, business development, relationship building, strategic thinker and planner. Effective leader able to present ideas by expressing their unique benefits, values, and importance in order to gain a positive consensus for organizational influence. Strong communicator who can persuade and lead a team to adopt new practices very easily through simple, effective, and easy to understand communication for project success.

### EXPERIENCE:

#### Block & Company Sales Associate August 2015

- Communicates and manages real estate projects in a very timely manner
- Highly knowledgeable of local and regional real estate projects
- Expert in public infrastructure and major capital campaigns that can use knowledge in current projects

#### Belton Corporation for Economic Development Executive Director 1998-July 2013

- Directed the day-to-day operations of a not-for-profit 501C6 economic development corporation in a high productive manner
- Effectively communicated with the Greater Kansas City Media on a regular basis and with a high level of skill and professionalism
- Responsible for the recruitment of new business and retention of existing businesses
- Worked in collaboration with the city of Belton's mayors, city councils and city staff in securing new developments
- Facilitated over 75 million dollars of new investment into a community of 25 thousand citizens
- Created the Belton/Cass Regional Transportation Development District which led to the attraction of Menards and others to the Interstate 49/Y Highway intersection
- Lobbied the Missouri Department of Economic Development for Belton's only Enhanced Enterprise Zone, assisted in the development of Belton Towne Center that includes: The Home Depot, Kohl's, Target, Ruby Tuesdays, Longhorn Steak House, Jose Peppers, in addition to Belton Market Place that includes: Sears Home Store, Pets Mart, Verizon Wireless, Game Stop, Starbucks, Buffalo Wild Wings and others
- Negotiated with the Missouri Department of Economic Development for State incentives for the expansion of the Belton Regional Medical Center, worked with 2 developers to secure the relocation of the Adesa Auto Auction to Belton and preventing their possible move to Gardner, Kansas
- Established sister city relationships with Manzanillo, Mexico and Selkirk Manitoba, Canada which led to student exchanges and a teacher from Manzanillo teaching in the Belton School District
- Led a trade mission along with leaders from Kansas City, Missouri to Manzanillo for the discussion and review of the flow of goods from Asia, through the deep water ports of Mexico to the Belton area via the Kansas City Southern Railroad
- Worked extensively in securing a grant for Cass County for workforce development and for the attraction of the Metropolitan Community College to establish a physical presence in Cass County and the city of Belton

#### Hispanic Economic Development Corp. Executive Director 1996-1997

- Dramatically turned around a failing 16 million dollar Housing and Urban Development (HUD) program with strong leadership, positive direction, and strategic methods to reorganize the organization effectively
- Created a positive public relations image of the organization to not only the Hispanic Community, but to the Greater Kansas City Area
- Organized a ground breaking celebration that was attended by U. S. Senator Kit Bond and Mr. Alexander Cuomo from the Clinton Administration as this was one of the first National Empowerment Zone projects in the United States
- Established a small business assistance center that worked with minority firms from the start-up phase to the third phase of development

### AFFILIATIONS:

Current President of the Downtown Belton Main Street Inc.

Focus is the revitalization of Belton's Main Street Kansas City Association of Realtors





**Application for Belton City Councilman Vacancy**

**Contact Information**

Name	RJ Warren	
Street Address	7910 Kevin Ln	Belton, MO 64012
Phone Number	(       )	
Cell Number	( 913 )	601-2863
Email Address	rjwarren81@icloud.com	
Date of Birth	10-28-1981	

**Education, Training, and Experience**

Please summarize special skills and qualifications you have acquired from employment, previous volunteer work, or through other activities which would be of benefit for the position of City Councilman. (Attach additional pages if necessary.)

attached

Bachelor of Science in Biology, minors in Chemistry and Physical Science  
Pittsburg State University, Pittsburg KS

Please describe your desire to serve in the position of City Councilman. (Attach additional pages if necessary.)

attached



## Qualifications

Please indicate Yes or No

Are you at least 18 years of age?	<input checked="" type="checkbox"/> Yes / No
Are you a citizen of the United States of America?	<input checked="" type="checkbox"/> Yes / No
Are you a registered voter of your respective ward?	<input checked="" type="checkbox"/> Yes / No
Have you been a resident of the City of Belton for a minimum of two (2) years?	<input checked="" type="checkbox"/> Yes / No
Have you been a resident of your respective ward for a minimum of six (6) months?	<input checked="" type="checkbox"/> Yes / No
Are you delinquent in the payment of any state or city taxes or municipal user fees (required to file Missouri form 5120)?	Yes / <input checked="" type="checkbox"/> No
Have you been found guilty of or pled guilty to a felony or misdemeanor under the federal laws of the United States of America or to a felony under the laws of this state or an offense committed in another state that would be considered a felony in this state?	Yes / <input checked="" type="checkbox"/> No
Do you hold any compensated elected governmental office?	Yes / <input checked="" type="checkbox"/> No
Are you employed by the City of Belton?	Yes / <input checked="" type="checkbox"/> No
Are you a past or present corporate officer of any fee office that owes any taxes to the state, other than those taxes which may be in dispute?	Yes / <input checked="" type="checkbox"/> No
Do you have any outstanding campaign disclosure reports due from any prior elections?	Yes / <input checked="" type="checkbox"/> No

## Agreement and Signature

By submitting this application I affirm that the facts set forth in it are true and complete. I affirm that I am eligible for this office and meet all the qualifications. I understand that if I am appointed to the position of city Councilman, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate removal of office.

RJ Warren

Printed Name

*Randell L Warren*

Signature

11/16/2018

Date

Questions? Please contact the City Clerk at 816.331.4331.

Applications can be mailed to Belton City Hall, 506 Main St, Belton MO 64012 or emailed to [admin@belton.org](mailto:admin@belton.org).

# RJ Warren

City Commission Candidate

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

**Education:** please see attached Resume

**Training and Experience:**

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

**Desire to serve as a City Councilman:**

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

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

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

**Thank you very much for your time and consideration!!**

# RJ Warren

Belton, MO

(913) 601-2863

rjwarren81@icloud.com

## Professional Summary

Experienced professional sales executive with a strong background in biological sciences and healthcare, with expertise in the following:

- Establishing, expanding and owning sales territory and district.
- Exclusive access to Orthopedic, Pain, Neurology and Rheumatology offices.
- Buy and bill experience for Injectables as well as toxicology and genetic testing.
- Clinical, O.R. and emergency room experience.
- Multiple leadership roles in training, marketing and management.

## Professional Work Experience

**US World Meds, Louisville Kentucky,**

*February 2018-Present*

**Regional Account Manager: US WorldMeds is a specialty pharmaceutical company that develops, licenses, and brings to market unique healthcare products designed to improve the lives of patients with challenging conditions and unmet medical needs.**

### MYOBLOC:

- Promote buy and bill product Myobloc
- Over 100% quota every quarter
- Manage the office to HUB relationship and billing.
- Sample as needed
- Set up injection training for prescribers
- Promote Apokyn Specialty product

### APOKYN

- Promote Apokyn Specialty Pharmacy product.
- Increased new business by adding several prescribers
- Manage the COC Nurse/office/HUB relationship
- Educate offices on specialty manage care and third party payer
- Promote at Parkinson's Disease symposiums and conferences

### XADAGO

- Promote the launch Xadago once a day pill
- 246% 3 month growth
- Educate offices on managed care of new branded product.
- Present at symposiums and conferences in the Parkinson's space

**Horizon Pharma, Inc., Lake View Illinois**

*January 2014-February 2018*

**District Sales Manager: Horizon Pharma plc is a biopharmaceutical company focused on improving patients' lives by identifying, developing, acquiring and commercializing differentiated and accessible medicines that address unmet medical needs.**

- Started as District Sales manager for a team of 10.
- Positive growth trend of 192 scripts per week to 300+.
- Winner of district sales manager growth competition 3 times.
- Coached several reps to all time weekly script highs.
- Utilized outside recruiters to hire new territory managers.
- Data analyzing to better coach territory managers growth and targeting.
- Field coaching reports on territory managers from field rides.
- Manage district budget tracker and spend.

- Maintain a high level of communication within the district to encourage positive reinforcement.
- Held district competitions to allow for recognition and a competitive environment.
- Presented at POA's and national sales meetings.
- Prepared and followed through on district business plans.
- Managed the re-launch of Vimovo with strong growth.
- Managed the launch of Pennsaid 2% with strong growth.

**Recent: Territory Sales Manager: After two years as district sales manager, I decided to take a TM position for an opening in the Kansas City West territory.**

- #1 in district out of 11
- Winner of growth contest.
- Quarterly Bonus Bank winner.
- Winner of Pennsaid 2% growth contest.
- Launch of Pennsaid 2% with significant growth.
- Ranked of 16 in the nation for Pennsaid 2% out of 380.
- Marketing and Advisory board.
- Team Veeva (computer program) lead.
- Companywide New Hire Mentor Trainer
- Managed partner pharmacy business
- Gained exclusive access and maintain key relationships in Orthopedics, Pain, Rheumatology, women's health, podiatry, and family practice.
- Presented educational in-services of core products to offices.
- Maintaining the highest call averages.

**Vansen Pharmaceuticals, Canada**

*March 2012-January 2014*

**Upon having the opportunity to join Vansen Pharmaceuticals, I was promoted from being a sales rep II to a district sales manager. Vansen Pharma is urgent care, allergy/asthma, and primary care based with two anti-Infectives and one co-promotion of and asthma medication.**

- #1 district in the company out of 3.
- Managing a great team of ten sales representatives.
- Hired and fired as needed in the district with no human resources or outsourcing.
- Hired 6 new territories.
- Helped established companies core objectives and mission.
- Help create Vansen's coaching reports, annual appraisals, and business plans.
- Wrote a company handbook on our current software procedures.
- Instructed new training classes on our products and clinical success.
- Instructed role play for Vansen Clinic.
- Educated each territory on managed care coverage with no manage care department.
- First line communication with our trade personnel to adequately stock our products in warehouses in my district.
- Maintain a high level of communication within the district to encourage positive reinforcement.
- Held district competitions to allow for recognition and a competitive environment.
- Manage district budget with close attention to compliance and company policy.
- Maintain a smart district routing.

**Cornerstone Therapeutics, Cary, NC:**

*September 2010-March 2012*

**Professional Sales Representative: Responsible for successfully selling Antibiotic and asthma medications to specialists and primary care providers in the Kansas City metropolitan area.**

- **Presidents Club Winner at #7 nationally** (consistently exceeded sales objectives).



- Achieved Annual Performance Appraisal overall rating of “*Exceeds Expectations*”.
- **Winner** Q1 and Q2 “District Quarterly Recognition Award.” Based on sales performance!
- **Winner** Q1, Q2, and Q3 Contests “Rank your way to the Top” Based on Presidents club rank.
- **Winner** “March Monthly Recognition Awards.” Based on volume change.
- **Winner** Q1, Q2 and Q3 “Taking stock for granted” contest. National contest based on goal attainment.
- **Achieved #1 incentive compensation payout** Q1, Q2, and Q3 for 2011.
- **Achieved #1 in the company for goal attainment** in four months and maintained status.
- Grew antibiotic franchise from a volume rank of #70 to a rank of top 5 nationally rookie year.
- Appointed to “*National Marketing Advisory Board*”
- Nominated to represent Cornerstone at the ACAAI in Boston, MA.
- Maintained one of the highest call averages seeing 85 prescribers per week.
- Grew prescriber base by 150 by developing and maintaining strong rapport.
- Recognized by management for work with trade department with pharmacy stocking issues due to supply and demand.

**Grafton Inc.**, Overland Park, KS

*May 2007-September 2010*

**Account Executive: Grafton Inc. is a full service engineering and scientific staffing firm. Grafton Inc. has been selected by Inc. Magazine three years in a row as one of the nation's fastest growing companies.**

- **Top Senior Account Executive** that managed multiple accounts.
- **Achieved #1 sales status three years in a row** out of six sales people.
- Managed a group of recruiters working my accounts.
- Achieved and held the 2000 hours level for two years straight.
- Grew client base over 75% in a 12 month period, which increased gross profit 4% and contributed \$1.5 million to bottom-line.
- Proven record of forecasting and closing to break sales goals consistently at 105% of quota.
- Managed and coached a team of three, which led to 98% employee retention ratio and 99% customer satisfaction.
- Vice President of membership of the ACCP (Association of Customer Contact Professionals): increased membership 100% which in turn increased revenue and meeting attendance 100%.
- Attended multiple Leadership meetings for the ACCP.

**Maxim Healthcare**, Overland Park, KS

*Nov 2006 – May 2007*

**Sales/Healthcare: Manage healthcare professionals and place them on top medical assignments**

- Consult with clients to provide the appropriate staffing solutions
- Identify and/or resolve client customer service issues
- Provide Night/Weekend on-call client assistance
- Facilitated office operations at more than 4 million in annual sales through dispute resolution, employee payroll, scheduling, and creation of weekly sales and recruitment reports.

## Education

Pittsburg State University, Pittsburg, KS 2006

**Bachelor Science in Biology**, Minor in Chemistry and Physical science

Coffeyville Community College, Coffeyville, KS 2003

**Associate of Science, EMT**

## Training

- CRTX University home office training
- Gorilla Selling

- ACCP: attended several sales and leadership programs.

## **Educational Work Experience**

Mt.Carmel Regional Medical Center, Overland Park, KS May/2004 - May/2006  
**ER Tech EMT**

- Patient triage and assessment including vital signs
- Assisted physicians and nursing staff in trauma situations including cardiac arrest.
- Wound treatment and infection control.
- Aseptic technique
- All laboratory blood draws, swabs, blood glucose and blood gasses.
- Splinting, casting assistance
- Setting up medical devices (blood pressure machines, cardiac monitor, suction)
- CPR/AED certified
- In charge of set up and clean-up of all machines, surgical packs, orthopedic stations, maxillofacial stations, pediatric stations and emergency rooms for procedures.

Coffeyville Regional Medical Center, Coffeyville, KS June/2002 - May/2004  
**ER Tech EMT**

- Assisted physicians in trauma situations including cardiac arrest.
- Wound treatment and infection control.
- Aseptic technique
- All laboratory blood draws, swabs, blood glucose and blood gasses.
- Splinting, casting assistance
- Setting up medical devices (blood pressure machines, cardiac monitor, suction)
- Assist nursing staff and Physicians with procedures, treatment, and consultations.
- CPR/AED certified

## **Additional Experience**

Coffeyville Community College.

Head Competitive Cheerleading Coach.

Pittsburg State University, Pittsburg, KS 2006

Director of the Pittsburg State University free clinic where I saw patients under the guidance of attending physicians.

Five years of shadowing physicians and hands on experience in clinics, surgery, cardiology, acute care/ER, and Orthopedics.

Five years working under physicians in the acute care, emergency room and clinics as an emergency room technician EMT.

Anatomy and Physiology lab instructor: Taught two separate classes to primarily pre nursing students.

Physical science lab instructor: Taught six different classes.

Pittsburg State University, Pittsburg, KS 2004 - 2006

Synthesis of an anesthetic for use in animals

Using imidazole salt to make an anesthetic for the purpose putting animals to sleep during surgery. Finding a non-toxic synthesis that readily works and is cost efficient.

Working on the publication for American Chemical Society convention and presentation. (This is Published)

## **Affiliations**

- American Chemical Society
- Association of Customer Contact Professionals, Kansas City

- Vice President of Membership
  - City Commissioner, 2008 - 2010
  - One of five responsible for the legislative function of the municipality such as establishing policy, passing local ordinances, voting appropriations, and developing an overall vision for the city.
  - Chamber of Commerce, 2007-2008
-

# **SECTION VII**

## **A**



**AN ORDINANCE APPOINTING \_\_\_\_\_ TO FILL THE UNEXPIRED TERM OF JEFF FLETCHER, WARD 1 CITY COUNCILMAN.**

**WHEREAS**, Councilman Jeff Fletcher won the election for Cass County Clerk at the November 6, 2018, election; and

**WHEREAS**, Jeff Fletcher resigned as Belton City Councilman in Ward 1 effective November 9, 2018; and

**WHEREAS**, according to the Charter of the City of Belton, Missouri, Section 3.7 (c), the City Council by a majority vote of all its remaining members shall appoint a qualified person to fill a City Councilmember vacancy until the next regular municipal election as established by the Missouri election calendar in accordance with state law, for which timely notice may be given, when a person will be elected by qualified voters to serve the remainder of the unexpired term; and

**WHEREAS**, the City Council advertised for and requested applications from qualified person and residents of Ward 1 to serve out the unexpired term of Jeff Fletcher; and

**WHEREAS**, three applications were submitted and the Mayor and City Council reviewed and discussed the applications at the November 27, 2018, City Council meeting.

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

**Section 1.** That \_\_\_\_\_ is qualified according to law to fill the vacancy created by the resignation of Jeff Fletcher and is hereby appointed to fill the unexpired term of Jeff Fletcher in Ward 1 until the April 2019 regular municipal election.

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

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

READ FOR THE FIRST TIME: November 27, 2018

READ FOR THE SECOND TIME AND PASSED: November 27, 2018

\_\_\_\_\_  
Mayor Jeff Davis

Approved this 27<sup>th</sup> day of November, 2018.

\_\_\_\_\_  
Mayor Jeff Davis

ATTEST:

---

Andrea Cunningham, City Clerk  
City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 27<sup>th</sup> day of November, 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 27<sup>th</sup> day of November, 2018, after the second reading thereof by the following vote, to-wit:

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

---

Andrea Cunningham City Clerk  
City of Belton, Missouri

# **SECTION VII**

## **D**

**AN ORDINANCE APPROVING A FINAL PLAT OF SOUTHVIEW COMMERCE CENTER SOUTH, A 39.75-ACRE TRACT OF LAND, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.**

**WHEREAS**, the Planning Commission is authorized pursuant to Section 36-35 of the Unified Development Code to review and approve, approve conditionally, or disapprove final plats within a reasonable time after submission; and

**WHEREAS**, the City Staff reviewed the final plat for Southview Commerce Center South, (herein attached and incorporated as **Exhibit A** to this Ordinance), determined that it meets the standards defined in Section 36-35 and presented the final plat to the Belton Planning Commission at a regular meeting held on October 15, 2018; and

**WHEREAS**, the Belton Planning Commission voted unanimously to recommend approval of the final plat of Southview Commerce Center South, to the City Council with the following conditions completed prior to City Council presentation:

1. The Final Plat for Southview Commerce Center South is approved as submitted, dated 10/10/18 by Olsson Associates. The plat depicts Lot 1 as 29.46 acres, and right of way dedication of 2.92 acres.
2. Per Section 36-27, if the final plat is not recorded within one year of City Council approval, the approval shall be null and void and a new final plat must be submitted to the Planning Commission.

**WHEREAS**, the final plat as submitted, meets the requirements as set forth in UDC 36-35. The final plat as submitted is also consistent with the Future Land Use Map; and

**WHEREAS**, the City Council believes this final plat meets the standards for platting as set forth in the Unified Development Code and is in the best interest of the City to approve.

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

- Section 1.** That the Final Plat of Southview Commerce Center South, 39.75-acre tract of land, in the City of Belton, Missouri, herein attached and incorporated into this Ordinance as **Exhibit A**, is hereby accepted and approved.
- Section 2.** That the appropriate city officials are hereby authorized to execute same and confirm recordation with the Cass County Recorder of Deeds.
- Section 3.** That this ordinance shall take effect and be in full force from and after its passage and approval.



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

Approved at the Planning Commission: October 15, 2018

Read for the first time: November 13, 2018

Read for the second time and passed:

\_\_\_\_\_  
Mayor Jeff Davis

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor Jeff Davis

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
Of the City of Belton, Missouri

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

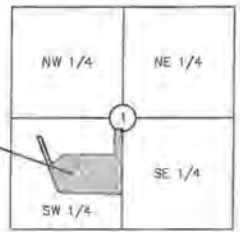
I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 13<sup>th</sup> of November 2018, and thereafter adopted as Ordinance 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:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
Of the City of Belton, Missouri



FINAL PLAT OF  
**SOUTHVIEW COMMERCE CENTER SOUTH**  
 SW 1/4, SEC. 1, T46N, R33W  
 BELTON, CASS COUNTY, MISSOURI



LEGEND	
SURVEY MARKERS	
○ FND	FOUND MONUMENT
⊕ SCR	SECTION CORNER
● SET	SET MONUMENT
BOUNDARIES	
---	SECTION LINE
EASEMENTS & SETBACKS	
B.L.	BUILDING SETBACK
W.E.	WATER EASEMENT
T.E.	TELECOMMUNICATION EASEMENT
GENERAL	
R	RADIUS
L	ARC DISTANCE
D	DELTA / CENTRAL ANGLE
C	CENTERLINE
R/W	RIGHT OF WAY

**PROPERTY DESCRIPTION:**  
 A tract of land in the Southwest Quarter of Section 1, Township 46 North, Range 33 West of the 5th Principal Meridian in Belton, Cass County, Missouri being bounded and described as follows: Commencing at the Southeast corner of said Southwest Quarter; thence North 02°30'02" East, on the East line of said Southwest Quarter, 835.81 feet to Existing North right-of-way line of East 162nd Street, as now established, also being the Point of Beginning of the tract of land to be herein described; thence North 85°41'10" West, on said North right-of-way line, 1,354.87 feet to the Existing East right-of-way line of U.S. Highway 71; thence leaving said Existing North right-of-way line, North 04°00'31" East, on said Existing Easterly right-of-way line, 8.68 feet; thence North 85°23'51" West, continuing on said Existing Easterly right-of-way line, 176.62 feet; thence North 18°02'32" West, continuing on said Existing Easterly right-of-way line, 146.04 feet to the East line; thence South 03°27'49" West, continuing on said Existing Easterly right-of-way line, 27.28 feet; thence North 18°02'32" West, continuing on said Existing Easterly right-of-way line, 1,294.42 feet; thence South 85°34'08" East, continuing on said Existing Easterly right-of-way line, 100.64 feet leaving said Existing Easterly right-of-way line, South 18°02'32" East, 557.13 feet; thence North 71°57'28" East, 189.53 feet; thence Easterly along a curve to the right being tangent to the last described course with a radius of 500.00 feet, a central angle of 20°24'39" and an arc distance of 176.12 feet; thence South 87°37'53" East, 1,184.22 feet; thence North 02°23'27" East, 564.02 feet; thence North 47°26'44" East, 70.64 feet; thence South 87°29'58" East, 155.48 feet to a point on the West line of NORMAN TRACT NO. 1, a subdivision in Belton, recorded in Book 2 at Page 59 in said Cass County Recorder of Deed's Office, said point also being on the East line of said Southwest Quarter; thence South 02°30'02" West, on said West and East lines, 1,569.57 feet to the Point of Beginning. Containing 1,731,590 square feet or 39.75 acres, more or less.

**PLAT DEDICATION:**  
 The undersigned owners of the above described tract of land have caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as

**BUILDING LINES:**  
 Building lines or setback lines are hereby established, as shown on the accompanying plat, and no building or portion thereof shall be built between this line and the lot line nearest thereto.

**STREET DEDICATION:**  
 Streets shown hereon and not heretofore dedicated for public use as street right-of-way are hereby dedicated.

**MAINTENANCE OF TRACTS:**  
 Tract A within SOUTHVIEW COMMERCE CENTER SOUTH is to be used as a detention facility and shall be maintained by the owners of the lots, tracts, and parcels shown within this plat.

This plat of SOUTHVIEW COMMERCE CENTER SOUTH has been submitted to and approved by the Belton Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Chairman \_\_\_\_\_ Secretary \_\_\_\_\_  
 Mayor Jeff Davis \_\_\_\_\_ City Clerk Andrea Cunningham \_\_\_\_\_

Entered on transfer record this \_\_\_\_\_ day of \_\_\_\_\_  
 County Recorder \_\_\_\_\_

**IN TESTIMONY WHEREOF:**  
 NP SOUTHVIEW INDUSTRIAL, LLC, a Delaware limited liability company licensed to do business in the state of Missouri, has caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Name \_\_\_\_\_ Title \_\_\_\_\_  
 State of \_\_\_\_\_  
 County of \_\_\_\_\_

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public in and for the county and state aforesaid, came \_\_\_\_\_ to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledge the execution of the same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

**IN WITNESS WHEREOF:**  
 I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

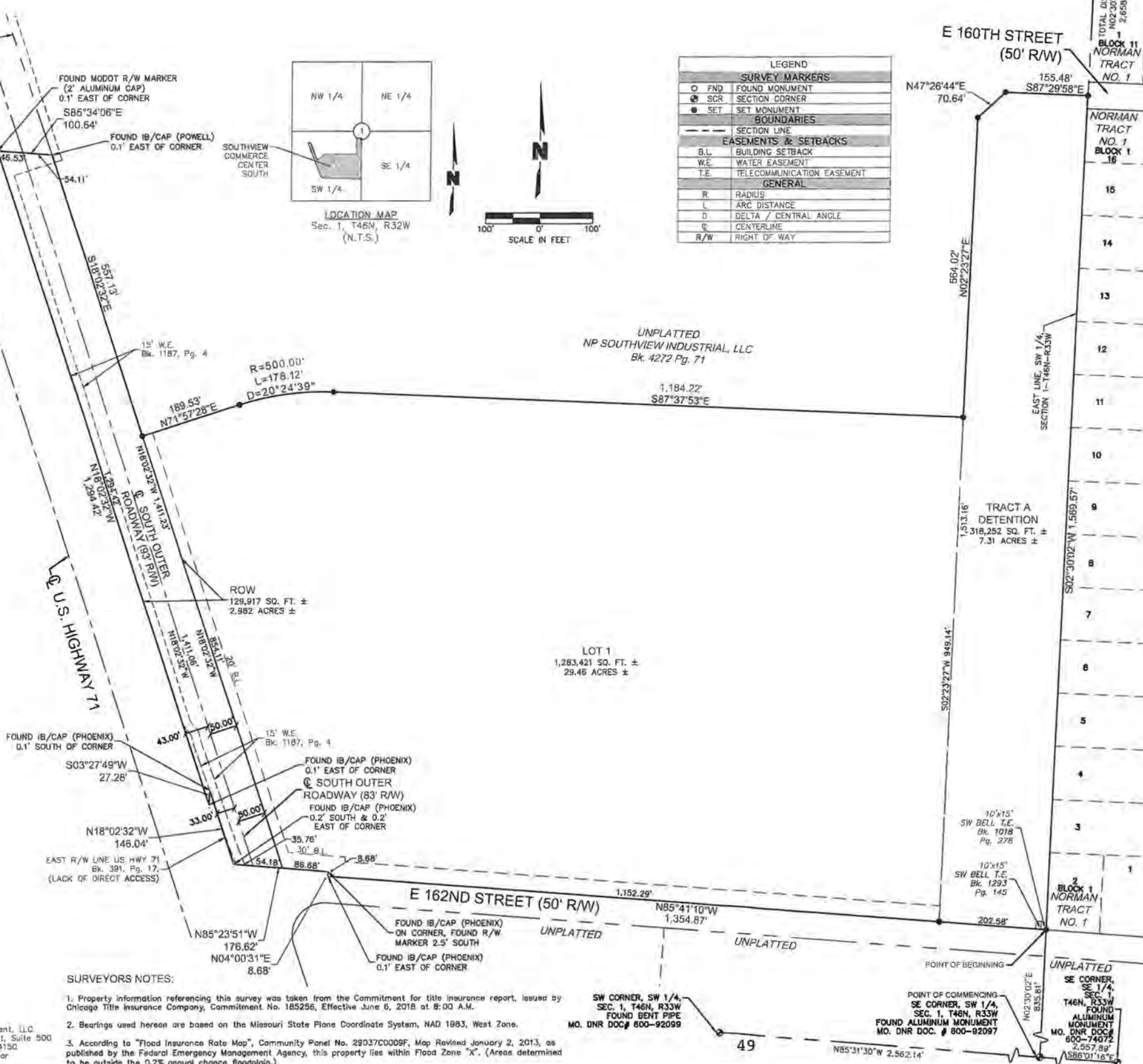
My Commission Expires: \_\_\_\_\_  
 Notary Public \_\_\_\_\_

This plat and survey of SOUTHVIEW COMMERCE CENTER SOUTH were executed by Olsson Associates, 1301 Burlington Street #100, North Kansas City, Missouri 64116.

I HEREBY CERTIFY: that the plat of SOUTHVIEW COMMERCE CENTER SOUTH subdivision is based on an actual survey made by me or under my direct supervision and that said survey meets or exceeds the current Missouri standards for property boundary surveys as established by the Missouri Board for Architects, Professional Engineers, Professional Surveyors and Landscape Architects and the Missouri Department of Agriculture. I further certify that the bearings shown on this plat are based on Missouri State Plane Network, NAD 1983 West Zone, based upon GPS Observations that the section and sectional subdivision corner monuments and survey boundary corner monument were either found or set as indicated on this plat; that the lot corners and street centerlines have been marked with permanent monumentation as indicated on this plat; that I have complied with all State and Belton statutes, ordinances and regulations governing the practice of surveying and the plotting of subdivision to the best of my professional knowledge and belief.



OLSSON ASSOCIATES, INC. MO CLS 388  
 Jason S. Roudebush, MO PLS 2002014092  
 October 10, 2018  
 jroudebush@olssonassociates.com



**SURVEYORS NOTES:**

- Property information referencing this survey was taken from the Commitment for Title Insurance report, issued by Chicago Title Insurance Company, Commitment No. 185256, Effective June 6, 2018 at 8:00 A.M.
- Bearings used hereon are based on the Missouri State Plane Coordinate System, NAD 1983, West Zone.
- According to "Flood Insurance Rate Map", Community Panel No. 29037C0009F, Map Revised January 2, 2013, as published by the Federal Emergency Management Agency, this property lies within Flood Zone "X". (Areas determined to be outside the 0.2% annual chance floodplain.)

**DEVELOPER:**  
 Northpoint Development, LLC  
 4825 NW 41st Street, Suite 100  
 Riverside, Missouri 64150  
 ATTN: Chris Chancellor

DWG: F:\2018\1001-1500\016-1020\40-Design\Survey\SRVY\Sheets\Plot\1\_V\_PFT\_01020.dwg  
 USER: jmaama  
 DATE: Oct 11, 2018 7:37am

DATE OF SURVEY: 09-06-2018  
 10-10-2018 UPDATED @ JOURNAY

drawn by: HJW/JSM  
 surveyed by: HJW/JSM  
 checked by: HJW/JSM  
 approved by: JST  
 project no.: 018-1020  
 file name: V\_PFT\_01020.DWG

OLSSON ASSOCIATES, INC. - Land Surveying - MO 388, KS 114  
 1301 Burlington, Suite 100  
 North Kansas City, MO 64116  
 P.O. Box 387, 1381  
 www.olssonassociates.com

**OLSSON ASSOCIATES**

SHEET 1 of 1





# **SECTION VII**

## **G**

**AN ORDINANCE AMENDING CHAPTER 1 – GENERAL PROVISIONS, SECTION 1-5, GENERAL DEFINITIONS OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF BELTON, MISSOURI, AND CHAPTER 15 - OFFENSES, ARTICLE II, OFFENSES AGAINST HEALTH AND SAFETY BY ADDING NEW DIVISION 5 –LODGING ESTABLISHMENT TIER PROGRAM TO THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI, TO ENCOURAGE SAFE AND HEALTHY ACCOMMODATIONS FOR GUESTS.**

**WHEREAS**, Lodging Establishments within the City of Belton (the “City”) serve an important function to support those visiting the community and working in the community to enhance the economic outlook for the City; and

**WHEREAS**, the City recognizes that the Belton Police Department and other City staff expend a large amount of resources at these facilities in order to provide for public health, safety, crime prevention and criminal investigation; and

**WHEREAS**, the goals of the graduated level Tier Program are to reduce the number of public health and safety calls to the Belton Police Department from the Lodging Establishments and to enhance the safety and health of lodging guests and surrounding properties. This Program is in addition to all other regulatory provisions of local, state and federal laws.

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

**Section 1.** That Chapter 1 – General Provisions, Section 1-5 of the Belton Unified Development Code is hereby amended and revised with the **additions in bold print** and deletions with ~~strike through~~ notation as follows:

Section 1-5. General definitions.

***Guest Room* means any room or unit where sleeping accommodations are regularly furnished to the public.**

***Lodging Establishment* means any building, group of buildings, structure, facility, place, or places of business where five or more guest rooms are provided, which is owned, maintained, or operated by any person and which is kept, used, maintained, advertised or held out to the public for hire which can be construed to be a hotel, motel, motor hotel, apartment hotel, tourist court, resort, cabins, tourist home, bunkhouse, dormitory, or other similar place by whatever name called, and includes all such accommodations operated for hire as lodging establishments for either transient guests, permanent guests, or for both transient and permanent guests. For the purposes of this article, hotel and/or motel shall be synonymous with Lodging Establishment.**

*Hotel/motel* – see Lodging Establishment.

~~*Hotel/motel.* – An establishment containing lodging rooms for occupancy by transient guests. Such an establishment may provide customary hotel services such as maid and bellboy services, furnishing of and laundry of linens used in the lodging rooms, central desk, and meeting rooms.~~

*Lodging Establishment Operator* means any person who has been designated by the Lodging Establishment Owner to hand the day-to-day, on-site operations. These operations include, but are not limited to, accepting offers or payments for guest rooms and retaining the right of access to, and control of, the guest rooms.

*Lodging Establishment Owner* means any person who is the proprietor of any Lodging Establishment and is responsible for obtaining the City business license. The Lodging Establishment Owner may designate a Lodging Establishment Operator to handle day-to-day, on-site operations.

*Permanent Guest* means any person who rents or occupies a guest room in a lodging establishment for a period of 31 days or more.

*Property Owner* means the individual or entity in possession of title for land, building, or other item. The Property Owner is typically the responsible party for tax purposes in relation to the property.

*Transient Guest* means any person who rents and occupies a guest room in a lodging establishment for a period of less than 31 days.

*Visitor* means an individual visiting a person or place temporarily, especially socially.

State Law reference – Similar definitions, RSMO 315.005.

Section 2. That Chapter 15 - Offenses of the Belton Code of Ordinances is hereby amended and revised with the additions in bold print as follows:

## ARTICLE II. – OFFENSES AGAINST HEALTH AND SAFETY

### Division 5. Lodging Establishment Tier Program.

#### Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning. For general definitions and rules of construction applicable throughout this Code see UDC Section 1-5:

*Calls for Service (CFS)* means all calls for law enforcement service related to criminal activity and civil disputes, as listed below, or violations of local, state or federal laws, which result in City personnel being dispatched or directed to the Lodging Establishment. Calls for service include any self-initiated investigation based on the observation(s) of law enforcement when it is determined, based on the greater weight of evidence, that a violation of law has occurred. Law enforcement calls for service shall be measured by one event or occurrence at a Lodging Establishment. Multiple calls for one event shall count as one call for service. Calls for service at a particular Lodging Establishment are cumulative regardless of ownership.

- 1) Law enforcement call types that represent a call for service (CFS) are related to criminal and civil disputes as reported by the Belton Police Department.
- 2) Calls for Service (CFS) do not include:

- a. Calls originating from the Lodging Establishment premises but relating to off-premises disturbances observed by a Lodging Establishment Operator or occupant if the activity is not attributable to the Lodging Establishment.
- b. Medical calls unrelated to criminal activity.

*Calls for Service (CFS) Room Ratio* means the number of calls for service in a calendar year divided by the total number of guest rooms in a Lodging Establishment. For the purposes of this section, the CFS Room Ratio shall be calculated based on the preceding year's calls for service and shall be used to classify a Lodging Establishment for the current year. The number of rooms for each Lodging Establishment used for calculating the Calls for Service (CFS) Room Ratio will be provided by the Lodging Establishment Operator.

#### **Tier Classification Procedures**

##### **A. Tier Classification.**

- 1) By January 15 of each year, the Lodging Establishment Operator shall notify the Belton Police Chief or designee of the total number of guest rooms in the Lodging Establishment. The Belton Police Chief or designee shall determine the CFS Room Ratio.
- 2) Lodging Establishments shall be classified according to the following CFS Room Ratio:
  - a. *Tier One* - Less than 0.50 CFS per room per year
  - b. *Tier Two* - 0.50 to 1.00 CFS per room per year
  - c. *Tier Three* - More than 1.00 CFS per room per year
- 3) Any Lodging Establishment opening after January 1 that has not previously operated in the City shall be presumed a Tier One until the next year's January evaluation date.

##### **B. Tier Classification Notification Required.**

- 1) By January 31 of each year, the Belton Police Chief or designee shall notify each Lodging Establishment Owner and Operator of their CFS Room Ratio. Such written notice shall be directed by certified or registered U.S. mail, and regular mail, postage paid, to the business address on the business license application.
- 2) The Tier Classification Notice shall include:
  - a. The street address and description of the Lodging Establishment sufficient for the accurate identification of the establishment.
  - b. The tier classification assigned to the Lodging Establishment along with a placard to be displayed at all times openly and conspicuously on the premises of the establishment.
  - c. As allowed by law, data specifying the types of calls for service identified as having occurred at the establishment or on the property during the period reviewed, including the complaint numbers assigned to such calls for service and the date and time of each call, to allow the Lodging Establishment Operator to understand the basis of the designation.
  - d. The mandated action steps required by this article and the dates for implementation.
  - e. The right to appeal the tier classification to the City Police Chief.



- C. *Tier Classification Appeals.*** Upon receipt of the Tier Classification Notice, the Lodging Establishment Operator may file an appeal. Such appeal shall be filed with the City Police Chief, in writing, within 14 days after receipt of the notice. The decision of the Police Chief on such appeal shall be final and conclusive.
- D. *Tier Reclassification Request.*** The Belton Police Chief or designee shall provide semi-annual updates to each Tier Two and Tier Three Lodging Establishment Operator, listing new calls for service tracked during the period. A Tier Two or Tier Three Lodging Establishment Operator may request a reclassification, in writing, to the City Police Chief once during a calendar year. The decision of the Police Chief shall be final and conclusive.

#### **Tier Requirements.**

- A. Lodging Establishment Operators with establishments classified in Tier One shall:**
- 1) Maintain a guest log per state statute and make available upon request to authorized City personnel.**
  - 2) Ensure posting of registered sex offenders of permanent guests or employees:**
    - a. The Lodging Establishment Operator shall request government-issued identification from any person seeking to become a permanent guest or employee. The Lodging Establishment Operator shall run the name of the person through the National Sex Offender Public Website (NSOPW).**
    - b. The Lodging Establishment Operator shall post in the vicinity of the registration desk, openly and conspicuously, viewable by the public, an 8½-inch by 11-inch sign indicating the number of sex offenders currently as permanent guests or employees of the establishment. Lettering on the sign shall be no less than one inch in height and one-half inch in width.**
  - 3) At the request of a Lodging Establishment Operator, the Belton Police Department will provide advice concerning crime prevention through environmental design standards and general crime prevention methods.**
- B. Lodging Establishment Operators with establishments classified in Tier Two shall:**
- 1) Follow all Tier One requirements.**
  - 2) Have a Lodging Establishment Operator or designee available on the premises at all times.**
  - 3) Install and maintain an operational digital surveillance camera with recorder in the lobby, parking lots and indoor and outdoor common areas of the establishment 24 hours per day, seven days per week. Install adequate lighting in these areas, as needed, for the camera recorder to properly work. Retention of video shall be for a period of 30 days.**
  - 4) Obtain and document guests' vehicle information including make, model, color and license plate number.**
  - 5) Ensure all registered guests, 18 years or older, provide government-issued identification which will be photocopied and maintained at the establishment office during the length of stay.**

**C. Lodging Establishment Operators with establishments classified in Tier Three shall:**

- 1) Follow all Tier One and Tier Two requirements.**
- 2) Provide dedicated on-site security staff from 6:00 pm through 6:00 am, seven days a week.**
- 3) Provide the Belton Police Chief or designee with names and contact information for all Lodging Establishment Operators and security staff.**
- 4) Provide 24 hours per day, seven days a week, front desk personnel.**
- 5) Install and maintain lighting in the lobby, parking lots and indoor and outdoor common areas of the establishment.**
- 6) Ensure parking passes are issued and recorded for all vehicles allowed to park on the premises with each pass marked with the issue date and expiration date. All vehicles shall prominently display the pass on the front windshield.**
- 7) Maintain a daily key/key card log. Each key/key card found to be missing must have its corresponding lock rekeyed prior to the room being rented. Each master key/key card found to be missing will require the establishment to rekey all corresponding locks. Records of all rooms being rekeyed shall be maintained by the Lodging Establishment Operator for a period of 12 months.**
- 8) Ensure all lodging establishment visitors sign in at the front desk, and those 18 years or older provide government-issued identification which will be photocopied and maintained at the establishment office.**
- 9) Ensure all lodging establishment visitors sign out at the front desk and leave the premises by 11:00 p.m.**
- 10) Contact the Belton Police Chief or designee to discuss opportunities to prevent crime on the premises**

**Compliance and Failure to Comply with Tier Requirements.**

**A. Compliance with Tier Requirements.**

- 1) The Lodging Establishment Operator shall have 90 calendar days from receipt of the Tier Classification Notice to implement the tier requirements as specified in this article.**
- 2) A Tier Compliance Inspection shall be conducted by the police department, fire department and code enforcement department after the 90 calendar day period.**

**B. Failure to comply with Tier Requirements.**

- 1) The Belton Police Chief or designee with the Code Enforcement Director or designee shall notify any non-compliant Lodging Establishment Owner and Operator of the non-compliance finding. Such written notice shall be directed by certified or registered U.S. mail, and regular mail, postage paid, to the business address on the business license application.**
- 2) Such written notice will include a non-compliant finding placard the Lodging Establishment Operator shall post in the vicinity of the registration desk, openly and conspicuously, viewable by the public.**

- 3) A Lodging Establishment Operator shall have 30 calendar days following the date of the initial notice to comply with the tier requirements. During this 30 calendar day period, no new rentals of guest rooms may be made to any transient or permanent guest.
- 4) After the 30 calendar day period, a re-inspection for tier compliance shall be conducted by the police department, fire department and code enforcement department.
- 5) The Belton Police Chief or designee shall refer the non-compliant Lodging Establishment to the Municipal Court for any violation under this article and to the City Clerk/business license official to process under the administrative procedures of Chapter 6, Business Licenses and Regulations.

**Section 3.** This ordinance shall take effect and be in full force after passage and approval.

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

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

\_\_\_\_\_  
Mayor Jeff Davis

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor Jeff Davis

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 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:

---

Andrea Cunningham City Clerk  
City of Belton, Missouri



**SECTION VII**  
**H**

**AN ORDINANCE OF THE CITY OF BELTON, MISSOURI APPROVING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND THE MID-AMERICA REGIONAL COUNCIL FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM IN THE AMOUNT OF \$8,400.**

**WHEREAS**, the City of Belton is in an existing agreement with Mid-American Regional Council (MARC) as part of a regional arterial traffic coordination system known as Operation Green Light (OGL); and

**WHEREAS**, the partnership on this project benefits the City of Belton by 1) providing a steering committee to coordinate signal timing and resolve technical and inter-agency issues with traffic signal systems, 2) develop requests for proposals, maintain project budgets and schedules, 3) coordinate signal timing amongst various agencies, and 4) procurement of required hardware and software for the signal timing coordination; and

**WHEREAS**, this program is funded 50% from the federal government and 50% through the participating agencies. The total cost to a member agency is \$600 per signal per year. Currently, the City of Belton has seven signals. The cost for Belton’s participating in this program is \$4,200 for 2019 and \$4,200 for 2020; and

**WHEREAS**, the Council believes that the Cooperative Agreement with MARC to participate in the OGL program is beneficial to the citizens of Belton.

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

**SECTION 1.** That a Cooperative Agreement for funding operation of Operation Green Light Traffic Control System program herein attached and incorporated as **Exhibit A** is hereby approved.

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

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

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

\_\_\_\_\_  
Mayor Jeff Davis

Approved this \_\_\_\_ day of November, 2018.

\_\_\_\_\_  
Mayor Jeff Davis

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
City of Belton, Missouri

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



# CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** November 27, 2018

**DIVISION:** Transportation

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

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

**ISSUE/RECOMMENDATION:**

The City of Belton has entered into an existing agreement with Mid-American Regional Council (MARC) as part of a regional arterial traffic coordination system known as Operation Green Light (OGL). The partnership on this project benefits the City of Belton by 1) providing a steering committee to coordinate signal timing and resolve technical and inter-agency issues with traffic signal systems, 2) develop requests for proposals, maintain project budgets and schedules, 3) coordinate signal timing amongst various agencies, and 4) procurement of required hardware and software for the signal timing coordination. Other benefits of being a member agency include the ability to improve efficiency, air quality, and monetary savings due to a consolidated management approach. This also provides the ability to check signals and timings remotely.

This program is funded 50% from the federal government and 50% through the participating agencies. The total cost to a member agency is \$600 per signal per year. Currently, the City of Belton has seven signals. The cost for Belton’s participating in this program is \$4,200 for 2019 and \$4,200 for 2020. The City will be invoiced.

Staff recommends the City of Belton continue to be a member agency of OGL.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

Contractor:	MARC / Operation Green Light	
Amount of Request/Contract:	\$	8,400
Amount Budgeted:	\$	FY2020 for 2019 Cost - \$4,200 / FY2021 for 2020 Cost - \$4,200
Funding Source:	225-0000-400-3020	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	n/a

**STAFF RECOMMENDATION, ACTION, AND DATE:**

Approve an Ordinance of the City of Belton, Missouri for the Cooperative Agreement between the City of Belton, Missouri and the Mid-America Regional Council for funding operations of Operation Green Light Traffic Control System in the amount of \$8,400.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Ordinance
- OGL Cooperative Agreement

**COOPERATIVE AGREEMENT  
FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT  
TRAFFIC CONTROL SYSTEM**

THIS COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM (this "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 201\_\_ by and between Mid-America Regional Council ("MARC") and the City of Belton, Missouri, a Constitutionally Chartered Municipal Corporation, (the "City").

**WHEREAS**, the Mid-America Regional Council performed a feasibility study "*Operation Green Light Feasibility Report, June 2000*" (hereafter, the "Feasibility Report"), which created a regional arterial traffic signal coordination system known as "Operation Green Light", for the Kansas City Urban Area including facilities under the jurisdiction of the Missouri Department of Transportation, the Cities of Belton, Blue Springs, Gladstone, Grandview, Independence, Kansas City, Lee's Summit, Liberty, North Kansas City, Raymore in Missouri and the jurisdiction of the Kansas Department of Transportation, the Cities of Bonner Springs, Fairway, Lansing, Leavenworth, Leawood, Lenexa, Merriam, Mission, Mission Woods, Olathe, Overland Park, Prairie Village, Shawnee, Westwood and the Unified Government of Wyandotte County/Kansas City in Kansas (collectively, the Member Agencies); and

**WHEREAS**, the Strategic Plan 2017-2020 established the vision, mission, objectives and goals of the program; and

**WHEREAS**, improvement in traffic operational efficiency, air quality and monetary savings to the Member Agencies and the public can be realized from a consolidated management approach of coordinated traffic signal control along arterial corridors in the roadway systems of each Member Agency; and

**WHEREAS**, the Member Agencies and MARC desire to obtain a Regional Traffic Control System, hereinafter defined, for the purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a single Regional Traffic Management Center; and

**WHEREAS**, Member Agencies in Missouri are authorized pursuant to the provisions of Article VI, Section 16 of the Missouri Constitution and Sections 70.210 et. seq. of the Revised Statutes of Missouri to enter into cooperative agreements for the purpose of coordinating traffic signals between and within the Jurisdictional Boundaries of the Member Agencies; and

**WHEREAS**, each Member Agency has agreed to enter into an agreement to fund the cost of operating such a Regional Traffic Control System; and

**NOW, THEREFORE**, in consideration of the covenants and conditions herein set forth, MARC and the City (collectively, the "Parties") mutually agree as follows:

**Sec. 1. STATUTORY AUTHORITY.** Pursuant to the authority set forth in Article VI, Section 16 of the Missouri Constitution and Section 70.210 et. seq. R.S.Mo the parties enter into this Agreement to operate a Regional Traffic Control System, hereinafter defined, for the



purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a single Regional Traffic Management Center.

**Sec. 2. DEFINITIONS.** As used in this Agreement, and Exhibit 1 through Exhibit 6, attached hereto and incorporated herein, the following words shall have the meanings set forth herein:

*Exhibit 1* – Steering Committee Document

*Exhibit 2* – Scope of Services

*Exhibit 3* – Compensation

*Exhibit 4* – Insurance Requirements

*Exhibit 5* – Ownership Matrix

*Exhibit 6* – Concept of Operations

*Communications Network* – All telecommunication infrastructure between Regional Traffic Management Centers, and Traffic Signal Controllers which are a part of the Regional Traffic Control System.

*Jurisdictional Boundaries* – the geographical boundaries of the governmental entities acting as political subdivisions of the states of Kansas and Missouri.

*Jurisdictional Control Center* – the site or location designated by the Member Agency containing various equipment, computer hardware and computer software capable of controlling and coordinating all Traffic Signal Controllers located within the Jurisdictional Boundaries of the Member Agency.

*Member Agencies* – Agencies that have entered into an agreement with MARC to participate in funding the cost of design, construction and operations of the Regional Traffic Control System.

*Private Firms* – any private firm or firms engaged by MARC to perform or provide any services, directly or indirectly, related to the operations of the Regional Traffic Control System (including, without limitation, design services provided for on-going operations), as more particularly set forth in Exhibit 2, attached hereto and incorporated herein by this reference.

*Regional Traffic Control System* - an array of components including Traffic Signal Controllers, wireless and wireline telecommunications equipment, interface units, computer hardware and software, digital storage media, operator's console, peripherals, and other related devices designed to monitor, control, and coordinate traffic movements at signalized intersections according to a given or developed plan.

*Regional Traffic Management Center* – the site or location designated by the Steering Committee containing various equipment, computer hardware and computer software capable of controlling and coordinating the Regional Traffic Control System. The Regional Traffic Management Center is sometimes referred to herein and in the Exhibits as the "TOC".

*Steering Committee* – that committee created for the purpose of assisting and advising MARC with respect to the plans, specifications, construction and installation of the Regional Traffic Control System and consisting of voting representatives from the Member Agencies. The membership structure and policy are set forth in Exhibit 1, attached hereto and incorporated herein by this reference.

*Traffic Signal Controller* – a complete electrical mechanism responsible for traffic signal control and operation at an individual intersection.

### **Sec. 3. RESPONSIBILITIES OF PARTIES.**

(a) MARC. MARC shall perform or cause to be performed the services set forth in Exhibit 2, which is attached hereto and incorporated herein by this reference.

(b) City. In addition to the obligations set forth in this Agreement, City, in its capacity as a Member Agency, shall also perform all the obligations set forth in the document entitled "OGL Concept of Operations: Roles and Responsibilities", which is attached hereto as Exhibit 6 and incorporated herein by this reference. Furthermore, City shall not interfere with MARC's exercise of its obligations under this Agreement, including, but not limited to, MARC's deployment of the regional signal timing and on-going operations of the Regional Traffic Control System.

**Sec. 4. SHARE OF COSTS.** Subject to the conditions set forth in this Agreement, the City will pay MARC an amount not to exceed **Eight Thousand and Four Hundred and 00/100 Dollars (\$8,400.00)** representing the City's share of the cost for the maintenance and operation of the Regional Traffic Control System as set forth in Exhibit 3, attached and incorporated herein by this reference. The "Operation Green Light Location/ Ownership Matrix" set forth in Exhibit 5 attached hereto and incorporated into this Agreement, identifies the location and ownership of the software, hardware and other components comprising the Regional Traffic Control System.

**Sec. 5. SHARING INFORMATION.** MARC shall share information related to the maintenance and operation of the Regional Traffic Control System with the City, and the City shall share information with MARC and the Member Agencies necessary for the on-going maintenance and operation of the Regional Traffic Control System.

**Sec. 6. SEVERABILITY.** Should any provision hereof for any reason be deemed or ruled illegal, invalid or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid or unconstitutional provision had not been contained herein.

**Sec. 7. AUTONOMY.** No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.

**Sec. 8. EFFECTIVE DATE.** The effective date of this Agreement shall be upon complete execution by the Parties.

**Sec. 9. TERMINATION FOR CONVENIENCE.** Either party to this Agreement may terminate this Agreement by giving 180 days' notice to the other Party. Financial obligations will be honored up to the effective date of termination. An agency that terminates this agreement may no longer be granted access to the Regional Traffic Control System. Costs may be incurred by the agency terminating the agreement for MARC to uninstall or transfer ownership of network equipment owned by MARC.

**Sec. 10. MERGER.** This Agreement constitutes the entire agreement between City and MARC with respect to this subject matter.

**Sec. 11. INDEPENDENT CONTRACTOR.** MARC is an independent contractor and is not City's agent. MARC has no authority to take any action or execute any documents on behalf of City.

**Sec. 12. COMPLIANCE WITH LAWS.** MARC shall comply with and shall require its Private Firms to comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement.

**Sec. 13. DEFAULT AND REMEDIES.** If MARC shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving MARC written notice and opportunity to correct such default or breach within thirty (30) days of receipt of such notice; provided, however, if such default or breach cannot be cured within thirty (30) days, then MARC shall commence to cure within thirty (30) days.

**Sec. 14. WAIVER.** Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by MARC to which the same may apply and, until complete performance by MARC of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

**Sec. 15. MODIFICATION.** Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City and MARC.

**Sec. 16. HEADINGS; CONSTRUCTION OF AGREEMENT.** The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

**Sec. 17. AUDIT.** The City shall have the right to audit this Agreement and all books, documents and records relating thereto. MARC shall maintain all its books, documents and records relating to this Agreement and any contract during the period of this Agreement and for three (3) years after the date of final payment of the contract or this Agreement, which ever

expires last. The books, documents and records shall be made available for the City's review within fifteen (15) business days after the written request is made.

**Sec. 18. AFFIRMATIVE ACTION.** MARC shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry or national origin, sex, disability, age, or sexual orientation. MARC shall require any third party firms it contracts with ("Private Firms") to establish and maintain for the term of this Agreement an Affirmative Action Program in accordance with the provisions the Title VI of the Civil Rights Act of 1964, as amended. More specifically, any third party firm will comply with the applicable regulations of the U. S. Department of Transportation (USDOT) relative to non-discrimination in federally assisted programs of the USDOT, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this Agreement.

**Sec. 19. ASSIGNABILITY OR SUBCONTRACTING.** MARC shall not subcontract, assign or transfer any part or all of MARC's obligations or interests without City's prior approval which shall not be unreasonably delayed or withheld. If MARC shall subcontract, assign, or transfer any part or all of MARC's interests or obligations under this Agreement without the prior approval of City, it shall constitute a material breach of this Agreement.

**Sec. 20. CONFLICTS OF INTEREST.** MARC shall require its Private Firms to certify that no officer or employee of City, or no spouse of such officer or employee, has, or will have, a direct or indirect financial or personal interest in this Agreement or any other related agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of MARC or its Private Firms in this Agreement or any other related agreement.

**Sec. 21. RULES OF CONSTRUCTION.** The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Agreement.

**Sec. 22. NOTICE:** Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address, as the party shall designate in writing:

City of Belton, Missouri  
Attention: Public Works Director  
506 Main Street  
P.O. Box 230  
Belton, MO 64012

MARC  
Attention: Director of Transportation and Environment  
600 Broadway, Suite 200  
Kansas City, Missouri 64105

**Sec. 23. GOVERNING LAW.** This Agreement shall be construed and governed in accordance with the law of the State of Missouri. Any action in regard to this Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Missouri within



Cass County, Missouri, and in no other. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

**Sec. 24. GENERAL INDEMNIFICATION.**

(a) To the extent allowed by law, MARC shall defend, indemnify, and hold harmless the City and any of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any negligent acts or omissions in connection with the services performed by MARC under this Agreement, caused by MARC, its employees, agents, subcontractors, or caused by others for whom MARC is liable. Notwithstanding the foregoing, MARC is not required under this section to indemnify the City for the negligent acts of the City or any of its agencies, officials, officers, or employees.

(b) To the extent allowed by law, City shall defend, indemnify, and hold harmless MARC and any of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any negligent acts or omissions in connection with the services performed by City under this Agreement, caused by the City, its employees, agents, subcontractors, or caused by others for whom the City is liable. Notwithstanding the foregoing, the City is not required under this section to indemnify MARC for the negligent acts of MARC or any of its agencies, officials, officers, or employees

**Sec. 25. INDEMNIFICATION BY PRIVATE FIRMS.** MARC shall require its Private Firms (including, without limitation, any design professionals) to defend, indemnify, and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorney fees, arising out of any negligent acts or omissions in connection with the services performed pursuant to this Agreement (including, without limitation, professional negligence), caused by a Private Firm, its employees, agents, contractors, or caused by others for whom the Private Firm is liable. Notwithstanding the foregoing, the Private Firm is not required under this section to indemnify the City for the negligent acts of the City or any of its agencies, officials, officers, or employees.

**Sec. 26. INSURANCE.** MARC and any Private Firms retained by MARC shall maintain the types and amounts of insurance set forth in Exhibit 4, which is incorporated herein by this reference; provided, however, the limits set forth in Exhibit 4 are the minimum limits and MARC may carry higher limits as it may deem necessary, in its discretion, or as may be required by other Member Agencies.

**Sec. 27. INITIAL TERM; RENEWAL OF TERM.** The initial term of this Agreement shall be two (2) years ("Term") unless sooner terminated in accordance with Section 9 of this Agreement. The Term of this Agreement shall automatically renew for one additional two (2) year period (the "Renewal Term") on the same terms and conditions as set forth herein; provided, the Term shall not automatically renew if City provides written notice to MARC of its intention not to renew within 180 days prior to the expiration of the Term.



**Sec. 28. CITY BUDGETING.** City represents and warrants, to the best of its knowledge and after appropriate consultation, that the terms of this Agreement conform to the requirements of the Missouri Constitution, Article VI, Section 23, 26(a). City further represents and warrants that its chief administrative office, each year during the term of this Agreement, will submit to and advocate for approval by its governing body of a budget that includes amounts sufficient to pay the City's share of the OGL Operating Costs. City also represents and warrants that its governing body, each fiscal year during the term of this Agreement, will fully consider and make all good faith and reasonable efforts to adopt a budget, for each successive fiscal period during the term of this Agreement, that specifically identifies amounts sufficient to permit City to discharge all of its obligations under this Agreement. The City is obligated only to pay MARC Operating Costs required under this Agreement as may lawfully be made from such amounts.





**EXHIBIT 1**

**OPERATION GREEN LIGHT COMMITTEE**

**Role, Responsibility, and Organizational Structure**

- 1.1.1 *Responsibilities: The Operation Green Light Steering Committee shall serve to approve budgets, procurement and staffing recommendations to the Mid-America Regional Council Board of Directors and to make other technical and policy decisions concerning the development, deployment and operation of the Operation Green Light regional traffic signal coordination program, including: approve the program's upcoming annual budget during the final meeting of the calendar year. Purchases and contracts shall follow MARC's established threshold guidelines as well as the following: amounts of \$15,000-\$25,000 shall be reported to the committee; amounts of \$25,001 or more shall be voted on and approved by the Steering Committee before purchase or contract is sent to MARC's Board of Directors for approval.*
- 1.1.2 Participate in program decision-making at key points by reviewing and providing comments on project deliverables and by approving or rejecting technical and policy recommendations;
- 1.1.3 Participate in the development of inter-jurisdictional agreements for the construction, operation, maintenance and other activities of the regional traffic signal coordination system; and
- 1.2 Call upon committee members to participate in Task Force work groups as technical issues rise requiring additional effort than time allows during a Steering Committee meeting. The Task Force shall submit to the Steering Committee recommendations based on its discussions.
- 1.3 Membership and Meetings: The Steering Committee shall be composed of representatives from participating agencies in the following manner:

(The following table is a current list as of September 2018.)

	<b>Participating Agency</b> Non-Funding Agency in Bold	<b>Membership</b> <b>(voting)</b>
1	Blue Springs	1
2	Bonner Springs	1
3	Fairway	1
4	FHWA – MO & KS	Ex Officio
5	Gladstone	1
6	Grandview	1
7	Independence	1
8	Kansas City, MO	1
9	KCScout	Ex Officio
10	KDOT	1
11	Lansing	1
12	Leavenworth	1
13	Leawood	1
14	Lee's Summit	1
15	Lenexa	1
16	Liberty	1
17	MARC	1
18	Merriam	1
19	Mission	1
20	Mission Woods	1
21	MoDOT	1

22	North Kansas City	1
23	Olathe	1
24	Overland Park	1
25	Prairie Village	1
26	Raymore	1
27	Shawnee	1
28	Unified Government/KCK	1
29	Westwood	1

Each representative shall have a designated alternate with full authority to act in the absence of the representative. The Steering Committee may be expanded to include other additional members as approved by majority vote of the members of the existing Steering Committee.

The Steering Committee shall meet minimally on a quarterly basis but may meet more frequently if the business of the Steering Committee necessitates. The final meeting of the calendar year shall be designed to report on the State of the Operation Green Light Program including Budget reporting and approval of the future budget and election of the next vice-chairperson.

The chairperson of the Steering Committee shall have the authority to call a meeting of the Committee with a minimum of seven (7) calendar days' notice to all the members. Notice is deemed to have occurred from the date that it is deposited with the United States Postal Service, postage prepaid; distributed via Facsimile; OR distributed via E-mail addressed to the members of the Steering Committee. The chairperson and vice-chairperson shall help develop meeting agendas prior to meeting notices and shall preside over the meetings.

- 1.4 Chairperson and Vice-Chairperson: The Steering Committee members shall elect by majority vote of all of the voting members of the Committee, from amongst the members of the Committee, a vice-chairperson who will serve a one-year term. Said election will occur at the final regularly scheduled meeting of the calendar year of the Steering Committee prior to the expiration of the chairperson's one-year term. The vice-chairperson shall assume the responsibilities of the chairperson at the end of the chairperson's term and any time the chairperson is unable to attend committee meetings. Kansas and Missouri shall be represented in these positions in alternating years.

- 1.5 Quorum and Voting: All members of the Steering Committee shall be entitled to one vote on all matters submitted to the Committee for vote.

Any **six** of the voting members of the Steering Committee, including at least **one** member from Kansas City, Missouri, the Missouri Department of Transportation, Unified Government/Kansas City, Kansas, or Overland Park, Kansas, (based on the four largest agencies by signal count at the beginning of the current Operations contract term) shall constitute the quorum necessary to convene the meeting of the Committee. All official actions by the Steering Committee shall require a majority vote of the members present at the meeting.

All votes shall be taken and recorded in the minutes by roll call. Each member shall have the ability to recall any matter voted upon during his or her absence providing said member notifies in writing the committee chairperson or co-chairperson within 7 calendar days of when the meeting minutes are posted to the MARC website and/or delivered to committee members via email. Within 3 business days of being notified, the chairperson or co-chairperson shall collaborate with OGL staff to present the issue for a reconsideration of the vote via email to all committee members who will be asked to respond within 10 calendar days. If a response is not received by close of business on the 10th day, the member's previously cast vote shall be counted in the same manner.



## EXHIBIT 2

### SCOPE OF WORK

#### 1. Project Management

The Mid-America Regional Council (MARC) will provide staff time, equipment and materials, and contract services necessary to accomplish the following project management services:

- Arrange and conduct regular Steering Committee meetings to discuss and develop policies and procedures governing the development, implementation and on-going operation of the program;
- Arrange and conduct Technical Committee meetings as needed to discuss and develop recommendations concerning technical issues associated with the development, implementation and on-going operation of the project;
- Arrange and conduct other meetings with project participants as necessary to develop, implement and operate the project;
- Negotiate, execute and administer agreements with state and local governments to provide federal, state and local funding for the development, implementation and ongoing operation of the program;
- Develop and publish requests for proposals, consultant agreements and other procurement documents necessary to select and hire contractors to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Negotiate, execute and administer agreements with private firms to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Develop and maintain project budgets and schedules;
- Develop and maintain project databases;
- Publish and distribute project documents and other deliverables to participating state and local governments; and
- Perform other tasks necessary to manage and administer the program.

#### 2. Traffic Signal Timing

MARC shall coordinate with agency staff or their delegates to develop and implement, with agency approval, the requisite signal timing plans for OGL intersections

### **3. Operations and Maintenance**

#### ***3.1. Computer Software and Databases***

MARC will procure all required software and may engage a private firm or firms selected by the project Steering Committee to provide technical support and maintain computer software and databases at the Operation Green Light Traffic Operations Center. MARC staff shall be responsible for providing day-to-day maintenance of the computer software and databases including but not limited to data entry, backups, upgrades, etc., at the Operation Green Light Traffic Operations Center.

#### ***3.2. Computer Network***

MARC will procure all required hardware and software. Any equipment (e.g. switches, routers, hubs, etc.) that is used for the field communication back bone will be considered part of the computer network. MARC may engage a private firm or firms selected by the Steering Committee to provide technical support and maintain the Operation Green Light computer network.

#### ***3.3. Field Communications System***

All field communications equipment purchased by MARC will be maintained by MARC. The city will maintain any pre-existing, city-owned equipment that is utilized as part of the OGL field communication system. MARC staff will monitor the field communication system through monitoring software which is purchased by MARC. MARC may engage a private firm or firms selected by the project Steering Committee to maintain the regional field communications system. The scope of services for this work will be developed with and approved by the Steering Committee.

#### ***3.4. Traffic Signal Controllers***

Each member agency shall be responsible for all maintenance to the traffic signal controllers. MARC responsibility will be limited to maintaining the regional field communication system and will terminate at the traffic controller unless otherwise specified. Traffic signal controllers and cabinets that have been purchased and/or installed as part of the OGL controller upgrade project will also be owned and maintained by the local jurisdiction once they have been received and/or accepted, and the local jurisdiction will be responsible for purchasing and installing replacement controllers that are compatible with the OGL system should the MARC-purchased controller fail.

**EXHIBIT 3**  
**COMPENSATION**

- A. The amount the City will pay MARC under this contract will not exceed **Eight Thousand, Four Hundred and 00/100 Dollars (\$8,400.00)**. This amount represents the City share of the total project cost as shown in Table 1 of this Exhibit. City shall pay MARC, upon invoice, for the actual costs incurred for MARC on a yearly basis.

<b>Table 1</b>			
<b>Operation Green Light Program</b>			
<b>Annual Operations Costs</b>			
Total Agency Signals in OGL			7
<b>Cost per Year Subsidized</b>			
Year	No. of Signals	Cost Per Signal	Local Agency Cost
2019	7	\$600.00	\$4,200.00
2020	7	\$600.00	\$4,200.00
<b>Total</b>			<b>\$8,400.00</b>

- B. It shall be a condition precedent to payment of any invoice from MARC that MARC is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by MARC, City may withhold payment(s) to MARC for the purpose of set off until such time as the exact amount of damages due City from MARC may be determined.
- C. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- D. City is not liable for any obligation incurred by MARC except as approved under the provisions of this Contract.

## Exhibit 4

### INSURANCE REQUIREMENTS

A. MARC shall procure and maintain and shall cause any Private Firm it engages to perform services under this Agreement to procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. MARC shall not accept insurance policies from any Private Firm containing a Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of \$500,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory  
Employers Liability  
\$100,000 accident with limits of:  
\$500,000 disease-policy limit  
\$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with \$500,000 per claim up to \$2,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Design Professional.

4. Professional Liability Insurance (only applicable for Private Firms that are design professionals or other types of professionals that can carry professional liability insurance): with limits Per Claim/Annual Aggregate according to the following schedule:

<u>Fee Minimum Limits</u>	<u>Professional Liability Minimum</u>
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to MARC and the City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that MARC and the City and their agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Private Firms engaged by MARC shall provide to MARC and the City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds.

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

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

**EXHIBIT 5**

**Operation Green Light Location / Ownership Matrix**

<b>Component</b>	<b>Location</b>	<b>Purchased By</b>	<b>Owned By</b>	<b>Maintained By</b>	<b>Comments</b>
<b>Software/Firmware</b>					
TransSuite & Associated Software	OGL TOC	MARC	MARC	MARC*	
Genetec Video System	OGL TOC	MARC	MARC	MARC*	Available for use by local agencies
Other software used by MARC staff	OGL TOC	MARC	MARC	MARC*	
<b>Computer Hardware</b>					
OGL TOC Servers	OGL TOC	MARC	MARC	MARC*	
OGL TOC Workstations	OGL TOC	MARC	MARC	MARC*	
Agency TOC Servers	Local Agency	Local Agency	Local Agency	Local Agency	
Agency TOC Workstations	Local Agency	Local Agency	Local Agency	Local Agency	
<b>Field Hardware</b>					
OGL Field Network Equipment	Field	MARC	MARC	MARC*	
Local Agency Field Network Equipment	Field	Local Agency	Local Agency	Local Agency	Extention of City network
Existing Closed-Loop fiber re-tasked to OGL Network	Field	Local Agency	Local Agency	Local Agency	OGL owns switches to manage
Traffic Signal Controllers	Field	MARC/Local Agency	Local Agency	Local Agency	OGL purchased controllers only for original build-out
OGL-purchased Closed Circuit Camera	Field	MARC	Local Agency	Local Agency	
<b>Miscellaneous</b>					
OGL TOC Office	MoDOT KC District	MoDOT	MoDOT	MoDOT	
OGL TOC Phone System	OGL TOC	MoDOT	MoDOT	MoDOT	
OGL TOC Office Furniture & Equipment	OGL TOC	MARC	MARC	MARC*	
OGL Vehicles & Mobile Equipment	OGL TOC	MARC	MARC	MARC*	

\*MARC maintained components to be maintained by joint-funded agreement



## **Exhibit 6**

# **OGL Concept of Operations: Roles and Responsibilities**

### **Introduction**

Operation Green Light (OGL) is a regional initiative to improve traffic flow and reduce vehicle emissions by coordinating traffic signals on major roadways in the Kansas City metropolitan area. OGL is a cooperative effort of the Mid-America Regional Council (MARC), state departments of transportation and local agencies working together to coordinate traffic signal timing plans and communication between traffic signal equipment across jurisdictional boundaries.

The concept of operations provides a high-level overview of the roles and responsibilities of the agencies participating in the operation and management of OGL. The concept of operations is intended to balance the need for standardization and uniformity of operations on OGL routes with the need to be responsive to the unique needs and circumstances of the agencies participating in OGL.

### **Signal Timing**

#### **Initial Deployment of Regional Timing Plans**

The member agencies will partner with MARC and each other in developing regional traffic signal timing plans. In order to facilitate this work each member agency will provide MARC traffic counts and other relevant, available data for traffic signals that are part of regionally significant traffic corridors that pass through adjacent cities. This information may include;

- Existing timing plans and data in the existing traffic controller (controller data sheets)
- Intersection geometry via aerial mapping
- Signal phasing information (or policy)
- Historical traffic count information available
- Approved yellow and all-red clearance intervals (or policy)
- Pedestrian timing (or policy)
- Signal phasing policy (lead only/lead-lag/vary lead-lag by time-of-day)
- Historical citizen complaints on the intersection operation as needed

After providing data to MARC, each member agency will then work with MARC to cooperatively develop regionally optimized timing plans. The member agency will continue to be responsible for maintenance of timing plans for traffic signals that lie wholly within the member agency's jurisdictional boundaries and are not on OGL corridors unless the member agency decides to contract this work to MARC. The steps involved in the development of regional timing plans are:

- The member agency will either collect traffic counts on the arterials for signals maintained by the member agency and provide this information to MARC OR will contract with MARC to collect traffic counts as needed.
- In conjunction with member agency staff, MARC will conduct travel-time studies and speed profile studies on the arterial prior to implementation of the timing plans
- MARC may hold design meetings with representatives from the member agencies and other impacted agencies. At the first of these meetings the following items will be established
  - Number of timing plans and time of use (i.e., am, noon, pm, off-peaks, etc.)
  - Critical intersections of a corridor
  - An initial common corridor cycle length for each of the plans identified (i.e. am,



pm, etc.) [Note: this cycle length may need to be revisited after developing the regional timing plan.]

- The member agency will then develop the following initial parameters for individual signals maintained by the member agency for each of the timing plans to be developed, and submit them to MARC for review and incorporation into regional plans for the OGL corridor;
  - phase sequencing
  - splits
  - offsets
- MARC will develop initial splits and offsets for any remaining signals and incorporate member agency developed timing plans into regional plans for the OGL corridor.
- MARC may then incorporate the regional plans into mutually agreed upon software as needed for review by the member agencies.
- At the second meeting, MARC and the member agencies will;
  - Review the regional timing plans developed
  - Review any software models developed
  - Determine if any changes to initial timings need to be made to optimize the operation of the corridor
- Once the member agencies have agreed on the different timing plans developed, they will download the timing plans into signal controllers maintained by each member agency OR will request MARC to provide signal timing plans and download to local controllers.
- In conjunction with member agency staff, MARC will field-monitor each arterial after a timing plan has been downloaded and will work with the member agency to make any additional changes to further optimize the flow of traffic if necessary.
- In conjunction with member agency staff, MARC will conduct travel-time and speed profile studies on arterials after implementation of the optimized signal timing plans

### **Providing Maintenance Timing Plans**

As part of a regional effort, MARC will on a regular basis, or as requested, examine the operations of signals that are part of regionally significant traffic corridors that pass through the member agency and adjacent cities and determine if optimization is necessary. If minor changes to splits and offsets are to be made to individual signals along an OGL corridor the following steps will be followed:

- In conjunction with MARC, member agency staff will field-monitor the affected corridor or intersection(s)
- MARC will meet with affected member agencies if needed
- MARC will collect traffic counts as necessary OR the member agency will collect traffic counts at member agency maintained traffic signals
- The member agency will develop timing plans for member agency maintained signals and download them to controllers as necessary in coordination with MARC OR MARC will develop and provide revised arterial timing plans as needed
- In conjunction with member agency staff, MARC will field-monitor each arterial after timing plan download and provide further optimization if necessary by submitting updated timing plans for agency consideration and download

If major changes, such as changes to cycle lengths, phase sequencing and major changes to splits, are to be made along an OGL corridor, the process described above for initial deployment of regional timing plans may be used.

### **Incident Management**





The member agency will work with MARC and other member agencies to identify locations along the regionally significant arterials and interstate highways where incidents are prone to happen and have major impact on traffic flow. These locations may be manually forced to run special plans when an incident is observed at the TOC. The following steps shall be followed for planned, recurring, and anticipated incident response:

- MARC and member agencies will identify incident-prone locations
- MARC will meet with affected member agencies to discuss solutions
- MARC will develop signal timing plans for the incident
- MARC will submit such plans for review by member agencies
- MARC and member agencies will jointly determine the parameters required for invoking such a plan by the TOC
- Once the plan has been invoked (when the required parameters are met) MARC will inform the affected agencies immediately
- After the incident has been cleared, MARC will put signals back on their regular plans and inform member agencies

The member agency will inform MARC about construction and roadway closures and may request signal timing plan adjustments. MARC will provide special timing plans when requested to optimize traffic flow for agency consideration and download.

### **Citizen Complaints**

Member agencies will route/report citizen complaints/requests on OGL signals to the TOC and MARC, in cooperation with the member agency, will respond to the complaint/request in a timely manner. MARC will also route/report received citizen complaints to the member agencies and maintain a response log.

### **Dispute Resolution**

In the event that satisfactory agreement cannot be reached between member agencies on timing plans or incident plans developed for OGL, the dispute will be referred to the OGL Steering Committee, which will provide recommendations for resolution. Unless the responsible engineer for a member agency determines that such plans will create an unsafe condition within their jurisdiction, the member agency will implement the plans recommended by the Committee

### **Emergency Provisions**

In the event of an emergency not already covered under a pre-arranged incident-management plan, the member agency will take any steps it considers necessary to manage traffic signals within its jurisdiction to ensure the safety of the traveling public. The member agency will notify MARC of any emergency changes made to OGL traffic signal timing plans in a timely manner and will work expeditiously with MARC to restore all OGL corridors within its jurisdiction to normal operation when the emergency subsides.

## **Field Communication Operation and Maintenance**

MARC will be responsible for maintenance and replacement of all wireless communication infrastructure that is installed as a result of OGL initiated construction projects. Member agencies that have the capability to maintain their own communication infrastructure may do by separate agreement with MARC.



### **Controller Upgrades and Work inside the Traffic Controller Cabinet**

MARC will, with the applicable member agencies, upgrade traffic controllers that are incapable of communicating with the central system software. When work is performed that involves the opening of a traffic controller cabinet, the member agency will coordinate with the contractor and have a representative in the field. The member agency will test and approve/disapprove the work performed by the contractor and inform MARC of the fact. MARC will be responsible for administration and final approval of all OGL initiated construction projects. Member agencies are responsible for notifying and coordinating with OGL when undertaking traffic signal system construction projects on OGL corridors.

### **Technical Support for OGL Computer Network**

MARC will provide technical support for the central system software and the laptop version of the central system software. MARC will also maintain the computer network hardware along with all network components such as network switches, routers, licensed and unlicensed radios, modems etc.

### **The Traffic Operations Center**

MARC will staff OGL operations at the Traffic Operations Center (TOC). The TOC is currently co-located with the KC Scout program and offices in the MoDOT KC District offices.

The TOC will be staffed as determined by MARC. MARC expects to coordinate with Kansas City Scout and use the video monitoring capabilities available at the KC Scout TOC to alleviate congestion along arterials. It is recommended that member agencies with traffic management centers, at a minimum, staff their centers to operate on a schedule concurrent with OGL.

The staff will interact with citizens and the media and provide answers to traffic signal timing questions on OGL signals.



# **SECTION VII**

## **I**



**BILL NO. 2018-77**

**ORDINANCE NO.**

**AN ORDINANCE AMENDING ARTICLE IV. – SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE, SECTION 11-153. - SERVICE CHARGE/BILLING, OF THE CODE OF ORDINANCES OF CITY OF BELTON, MISSOURI.**

**WHEREAS**, the city-wide residential trash service rate is hereby increased by two and eight-nine hundredths percent (2.9%) in accordance with Article IV of ordinance no. 2017-4370 with Jim's Disposal for residential waste disposal; and

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

Section 1. That Article IV. – Solid Waste, Recyclable Materials, and Yard Waste, Section 11-153. – Service charge/billing of the Code of Ordinances of City of Belton, Missouri is hereby amended to read as follows:

**Section 11-153. Service charge/billing.**

A service charge shall be imposed for the collection and disposal of solid waste, recyclable materials, and yard waste for residential dwelling units. Said residential services include weekly collection of solid waste, recyclable materials, and yard waste, as well as curbside bulky pick-up (two times per year—dates to be specified). Beginning January 1, 2019, the cost for residential service is **a flat fee of \$12.77** per month **for any active residential account**.

The service charge for residential solid waste, recyclable materials, and yard waste is billed through the city's water and sewer utility billing process. Residents who do not have a city water and/or sewer account will be billed separately by a "trash bill" on a monthly basis. Rates for services will be set, at a minimum, on an annual basis by the city council.

To schedule an additional curbside bulky pick-up (other than the two times per year), residents shall contact the hauler and the hauler will bill residents directly for this service.

All unpaid service charges shall become delinquent 20 days following the date of the assessment and will incur a ten percent penalty per month on any outstanding balance.

Section 2. Any and all new rates established herein shall be effective with any billing from and after January 1, 2019.

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

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

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

\_\_\_\_\_  
Mayor Jeff Davis

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor Jeff Davis

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 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:

\_\_\_\_\_  
Andrea Cunningham City Clerk  
City of Belton, Missouri

# **SECTION VII**

## **J**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE EIGHTH AMENDMENT TO THE TAX INCREMENT FINANCING REDEVELOPMENT CONTRACT BETWEEN THE CITY OF BELTON, MISSOURI AND GROUP BELTON, LLC FOR IMPLEMENTATION OF THE Y HIGHWAY MARKETPLACE TAX INCREMENT FINANCING REDEVELOPMENT PLAN, AS AMENDED.**

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

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

**WHEREAS**, by Ordinance No. 2011-3762, adopted by the City Council on October 11, 2011, the City approved the First Amendment to the Y Highway Marketplace Tax Increment Financing Redevelopment Plan ("First Amended Plan," with the Original Plan as amended by the First Amended Plan being the "Plan").

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

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

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

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

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

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

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

**WHEREAS**, by Ordinance No. 2016-132, adopted by the City Council on December 20, 2016, the City Council authorized the City to enter into the Sixth Amendment to Tax Increment Financing Redevelopment Contract, as amended (the "Sixth Amended Agreement"), to amend and extend the dates set forth in the Redevelopment Schedule.

**WHEREAS**, by Ordinance No. 2017-4358, adopted by the City Council on May 23, 2017, the City Council authorized the City to enter into the Seventh Amendment to Tax Increment Financing Redevelopment Contract, as amended (the "Seventh Amended Agreement"), in order to:

(1) provide the Redeveloper with an opportunity to implement the Plan in a timely manner and to extend the dates set forth in the Redevelopment Schedule;

(2) modify the "waterfall" provisions of Section 21(C) of the Redevelopment Agreement in order to move reimbursement of the City's Reimbursable Redevelopment Project Costs into a senior position relative to Redeveloper's Reimbursable Redevelopment Project Costs;

(3) modify the Redevelopment Agreement, as amended, by the addition of a new Section 19(E), to allow portions of the Redevelopment Area to be leased or sold to non-sales-tax-generating users; and

(4) approve a medical clinic of a nationally recognized health care and hospital provider (the "Medical Clinic") to be allowed as a permitted use upon Lot 6 of Crest Plaza ("Lot 6") of the Redevelopment Plan Area and approve the sale or lease of Lot 6 to the Medical Clinic pursuant to Section 29(A) of the Redevelopment Agreement, as amended.

**WHEREAS**, Group Belton has further requested an extension of time to the Redevelopment Schedule as set out within an Eighth Amendment to Tax Increment Financing Redevelopment Contract, as amended (the "Eighth Amended Agreement"); and

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



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

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

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

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

READ FOR THE FIRST TIME: November 27, 2018.

READ FOR THE SECOND TIME AND PASSED:

\_\_\_\_\_  
Mayor Jeff Davis

Approved this \_\_\_\_ day of December, 2018.

\_\_\_\_\_  
Mayor Jeff Davis

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 27<sup>th</sup> day of November, 2018 , and thereafter adopted as Ordinance No. 2018-\_\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_\_ day of December, 2018, after the second reading thereof by the following vote, to-wit:

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

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

**Exhibit A to Ordinance No. 2018-\_\_\_\_\_**

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

See following pages

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

**BETWEEN THE**

**CITY OF BELTON, MISSOURI**

**AND**

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

**FOR IMPLEMENTATION OF THE**

**Y HIGHWAY MARKETPLACE  
TAX INCREMENT FINANCING  
REDEVELOPMENT PLAN**

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

THIS EIGHTH AMENDMENT TO TAX INCREMENT FINANCING REDEVELOPMENT CONTRACT (this "Eighth Amendment"), entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF BELTON, MISSOURI, a municipal corporation ("City") and GROUP BELTON, LLC, a Missouri limited liability company (the "Developer," successor and assignee of the development rights granted to Crossroads at Belton, LLC ("Crossroads")), amends that certain Tax Increment Financing Redevelopment Contract dated December 14, 2010 ("Original Redevelopment Agreement"), as subsequently amended (as described below).

RECITALS

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

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

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

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

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

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

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

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

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

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

K. By Ordinance No. 2017-4358, adopted by the City Council on May 23, 2017, the City Council authorized the Seventh Amendment to Tax Increment Financing Redevelopment Contract (the "Seventh Amended Agreement") in order to:

- (1) amend the dates set forth in **Section 6.C.** and **Exhibit F** of the Amended Redevelopment Agreement to extend the dates for performance;
- (2) modify the "waterfall" provision of **Section 21.C.** of the Amended Redevelopment Agreement in order to move a portion of the City's Reimbursable Project Costs into a senior position relative to the Developer's Reimbursable Projects costs as reflected in **Section 21.C.** of the Amended Redevelopment Agreement;
- (3) amend **Section 19** of the Amended Redevelopment Agreement to add a new **Section 19.E.** in order to address certain leases to non-sales-tax-generating users and certain pad sales; and
- (4) approve a medical clinic of a nationally recognized healthcare and hospital provider (the "Medical Clinic") as a permitted use upon Lot 6 of Crest Plaza ("Lot 6") of the Redevelopment Plan Area and approve the sale of Lot 6 to the Medical Clinic pursuant to **Section 29.A** of the Amended Redevelopment Agreement, and certain other pad sale in the event the Medical Clinic does not purchase Lot 6.

L. By Ordinance No. 2018-\_\_\_\_\_, adopted by the City Council on December \_\_, 2018, Group Belton has further requested an extension of time to the Redevelopment Schedule as set out within this Eighth Amendment to Tax Increment Financing Redevelopment Contract, as amended (the "Eighth Amended Agreement").

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

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

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

**6.C.** Notwithstanding anything to the contrary herein and subject to the provisions of **Section 6.D.**, if a Certificate of Completion and Compliance is not issued with respect to Redevelopment Project 1 by December 31, 2012, with respect to Redevelopment Project 2 by May 31, 2020, with respect to Redevelopment Project 3 by May 31, 2020, with respect



to Redevelopment Project 4 by September 1, 2018, or with respect to Redevelopment Project 5 by May 31, 2020 each respectively an “Outside Completion Date”), City may require Redeveloper to appear before the Council to show cause why this Contract and the Plan shall not be terminated in accordance with **Section 35** (including the limitations contained in **Section 35.F** of this Contract) and to meet with representatives of the City regarding changes that should be made for the marketing and development of the property within the Plan Redevelopment Area; provided, however, that if changes to the Redevelopment Schedule are approved by the City pursuant to this **Section 6**, the Outside Completion Dates for each Redevelopment Project set forth above shall automatically be adjusted accordingly. From and after the Outside Completion Date, any approval by City of any change or modification of the Redevelopment Schedule may be given or denied by City in its sole and subjective discretion, and the provisions of **Section 36** shall not be applicable in determining whether this Contract and the Plan shall not be terminated in accordance with **Section 35**.

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

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

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

**SIGNATURE PAGE FOR EIGHTH AMENDMENT TO TAX INCREMENT FINANCING REDEVELOPMENT CONTRACT BETWEEN CITY OF BELTON, MISSOURI AND GROUP BELTON, LLC FOR IMPLEMENTATION OF THE Y HIGHWAY MARKETPLACE TAX INCREMENT FINANCING REDEVELOPMENT PLAN, AS AMENDED.**

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

**CITY:**

THE CITY OF BELTON, MISSOURI, a municipal corporation

By: \_\_\_\_\_

Print Name: Jeff Davis

Title: Mayor

**GROUP BELTON:**

GROUP BELTON, LLC, a Missouri limited liability company

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MISSOURI        )  
                                      )SS  
COUNTY OF CASS         )

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

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for said County and State

My Commission Expires:  
  
\_\_\_\_\_

STATE OF MISSOURI        )  
                                      ) ss.  
COUNTY OF CASS         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say that he is the \_\_\_\_\_ of Group Belton, LLC, a Missouri limited liability company, and acknowledged said instrument to be his free act and deed and the free act and deed of said limited liability company.

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for said County and State

My Commission Expires:  
  
\_\_\_\_\_

**EXHIBIT F**

**REDEVELOPMENT SCHEDULE**

<u>Y Highway</u>	<u>Commence</u>			<u>Complete</u>
Construction	<i>Complete</i>			
<u>Redevelopment Project 1</u>	<u>Commence</u>			<u>Complete</u>
Property Acquisition	<i>Complete</i>			
Blight Removal	<i>Complete</i>			
Construction	<i>Complete</i>			
<u>Redevelopment Project 2</u>	<u>Commence</u>			<u>Complete</u>
Property Acquisition	<i>Complete</i>			
Blight Removal	May 31, 2010	May 31, 2020		
Construction	May 31, 2020	May 31, 2020		
<u>Redevelopment Project 3</u>	<u>Commence</u>			<u>Complete</u>
Property Acquisition	<i>Complete</i>			
Blight Removal	May 31, 2020	May 31, 2020		
Construction	May 31, 2020	May 31, 2020		
<u>Redevelopment Project 4</u>	<u>Commence</u>			<u>Complete</u>
Property Acquisition	<i>Complete</i>			
Blight Removal	<i>Complete</i>			
Construction	<i>Complete</i>			
<u>Redevelopment Project 5</u>	<u>Commence</u>			<u>Complete</u>
Property Acquisition	<i>Complete</i>			
Blight Removal	May 31, 2020	May 31, 2020		
Construction	May 31, 2020	May 31, 2020		

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

