



**Agenda of the Belton City Council
Regular Meeting
July 9, 2019 – 6:00 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 June 25, 2019, City Council Work Session & Regular Meeting.**

Page 6

- B. **Motion recognizing the submittal and acceptance of the annual Cedar Tree CID FYE 2020 Budget.**

Page 11

- C. **Motion recognizing the submittal and acceptance of the annual Y Highway Marketplace CID FYE 2020 Budget.**

Page 13

- D. **Motion approving the purchase of ballistic gear by the Belton Fire Department, in the amount of \$10,125.15.**

Page 15

- E. **Motion approving the purchase of four Physio Control Lifepak 1000 AED units from Stryker, by the Belton Fire Department, in the amount of \$10,273.52.**

Page 19

- F. Motion approving Resolution R2019-56
A resolution reappointing Sally Davila and Tim McDonough to the Planning Commission.

Page 24

- G. Motion approving Resolution R2019-57
A resolution appointing Tom MacPherson to serve on the Public Works Committee.

Page 27

- H. Motion approving Resolution R2019-58
A resolution reappointing Connie Hubbard and appointing Pam Miller to the Zoning Board of Adjustments.

Page 31

- I. Motion approving Resolution R2019-59
A resolution authorizing and directing the Custodian of Records of the City of Belton, Missouri to destroy certain records that have exceeded the retention requirements as set forth by the State of Missouri.

Page 35

- J. Motion approving Resolution R2019-60
A resolution authorizing an amendment to the subscription agreement with Tyler Technologies, Inc. for software for the Municipal Court.

Page 45

V. PERSONAL APPEARANCES

- A. Randy Jones, City of Harrisonville, City Clerk to present the Missouri Registered City Clerk Certification to Andrea Cunningham, City Clerk.

VI. ORDINANCES

- A. Motion approving both readings of Bill No. 2019-39
An ordinance authorizing and directing the Mayor to execute the Third Amendment to the Tax Increment Financing contract between the City of Belton, Missouri and Herman Enterprises, L.L.C. for implementation of Project 3 of the Southtowne Tax Increment Financing Redevelopment Plan, as amended.

Page 50

- B. Motion approving both readings of Bill No. 2019-40
An ordinance amending Chapter 11 – Health and Sanitation, Article IV – Solid Waste of the Code of Ordinances City of Belton, Missouri to update the solid waste, recyclable materials and yard waste regulations.

This ordinance amends the code to follow the approved contract, including amending the monthly service charge for solid waste and yard waste services from \$12.77 per month to \$15.61 per month effective July 22, 2019 when the new contract for residential waste disposal begins with WCA of Missouri, LLC.

Page 65

- C. Motion approving both readings of Bill No. 2019-41
An ordinance approving an agreement with Cass County for collection of City Property Taxes.

Chris Molendorp was sworn into the office of Cass County Collector of Revenue earlier this year, after being elected by Cass County voters on November 6, 2018. The City has a current contract with Cass County for the collection of City property taxes. The collection fee will remain at the rate of 3.5% of all collections on behalf of the City.

Page 87

- D. Motion approving both readings of Bill No. 2019-42
An ordinance amending various sections of the Unified Development Code including Chapter 1 - General Provisions, Section 1-5 – General Definitions; and Chapter 40 – Use-Specific Standards – residential, commercial, other, Section 40-1 (h) – Use-Specific Standards - applicability; section 40-4 (15) – uses subject to conditions.

Page 94

VII. RESOLUTIONS

- A. Motion approving Resolution R2019-61
A resolution approving actions of the City Manager to engage Janik Group, LLC for emergency repair of sinkholes located at 411/413 Hargis Lane and 16100 Allen Avenue and ratifying Task Agreement No. 2019-2 in the amount of \$64,465.00.

Page 105

- B. Motion approving Resolution R2019-62
A resolution approving a one-year extension of the rental agreement with Berry Companies, Inc., D/B/A KC Bobcat of Olathe, Kansas to lease a Bobcat S595 loader with 68-inch LP smooth bucket for use in and around the Belton Parks System.

Page 113

VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR'S COMMUNICATIONS

X. CITY MANAGER'S REPORT

July & August 2019 meetings

07/23 work session & regular meeting – 6:00 p.m.

08/13 work session & regular meeting – 6:00 p.m.

08/27 work session & regular meeting – 6:00 p.m.

XI. OTHER BUSINESS

XII. ADJOURN

SECTION IV
A

**Minutes of the Belton City Council
Work Session & Regular Meeting
June 25, 2019
City Hall Annex
520 Main Street, Belton, Missouri**

Mayor Davis called the work session to order at 6:00 p.m.

Dave Clements, Planning Director, gave an overview of the UDC amendments coming to the Council to make adequate provision for the growing, manufacturing, transportation, and consumption of medical marijuana. There was a June 3, 2019, Public Hearing at the Planning Commission regarding these amendments.

Alexa Barton, City Manager, Brian Welborn, Park Director, and Terry Ward, Park Board Chairman, gave an update on the Bel-Ray Connector Trail. After careful consideration of the parameters set forth for the trail in the grant application, it was decided the project would be better in a different location. The City is going to give the grant money back to MARC.

Ms. Barton said on the agenda tonight is an ordinance approving a contract with WCA to be the City's new trash hauler. Staff received bids and interviewed two haulers. Ms. Barton introduced Tom Coffman with WCA. Mr. Coffman said he's aware there were issues two years ago when WCA bought Town & Country. He said nearly all those employees are no longer with WCA. Mr. Coffman said their customer service staff is very accessible. He said Belton will be 5-day a week service; a map will be coming out soon. There will be one cart tip per residence; residents can purchase tags to put out extra bags on the ground. If a resident needs a second cart, there will be an additional tip charge. Recycling is something being considered for the future. Ms. Barton said the contract would begin July 1, 2019 so WCA can ramp-up for a pick-up start-date of July 22, 2019.

Ms. Barton added that staff is encouraging residents to try the 96-gallon cart until August 26. There will only be one tip, so all bags will need to be in the cart or residents will have to use a tag. But if residents don't want the 96-gallon cart or medically can't maneuver it, call city hall tomorrow.

Being no further business, Mayor Davis adjourned the work session at 7:12 p.m. and called the regular meeting to order.

Councilman Clark led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Davis, Tim Savage, Chet Trutzel, Dean VanWinkle, Ryan Finn, Gary Lathrop, Dave Clark, Stephanie Davidson, and Lorrie Peek

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

CONSENT AGENDA

Councilman Lathrop asked for the **motion recognizing the submittal and acceptance of the annual TXRH CID FYE 2020 Budget** to be taken from the consent agenda for discussion and separate action.

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

- approving the minutes of the June 11, 2019, City Council Work Session & Regular Meeting.
- approving the May 2019 Municipal Division Summary Report for Municipal Court.
- recognizing the submittal and acceptance of the annual Y Belton CID FYE 2020 Budget.
- recognizing the submittal and acceptance of the annual Y Belton Two CID FYE 2020 Budget.

Councilman Clark seconded. All voted in favor. Consent agenda approved.

Motion recognizing the submittal and acceptance of the annual TXRH CID FYE 2020 Budget.

Councilman Lathrop said he didn't have page 38, so what is this item? Carolyn Yatsook, Economic Development Director, said this is the Texas Roadhouse CID Budget. Councilman Clark moved to recognize the TXRH CID FYE 2020 Budget, seconded by Councilman Lathrop. All voted in favor. Motion passed.

ORDINANCES

Andrea Cunningham, City Clerk, read Bill No. 2019-37: An ordinance approving the Missouri Highways and Transportation Commission Road Relinquishment Agreement with the Missouri Highways and Transportation Commission to relinquish the Belton I-49 Outer Road, 155th Street to 163rd Street, to the City of Belton once improvements are completed.

Presented by Councilman Lathrop, seconded by Councilman Savage. Councilman Finn asked Celia Duran, Public Works Director, if this road will be built to our city specifications? She said yes. They will make sure the road can handle heavy truck traffic. The main entrance to the Southview Commerce Center will be off of 155th Street. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilman Trutzel moved to hear the final reading.** Councilman Finn seconded. Vote to hear the final reading was recorded with all voting in favor except for Councilman Clark who voted no. Motion passed. The final reading was read. Presented by Councilman Trutzel, seconded by Councilman Finn. Councilman Clark wanted to clarify. He is in favor of this project but didn't believe this item was an emergency and that it needed both readings in the same meeting. Councilman Savage concurred. Ms. Barton explained we have a deadline for the MoDOT grant. Ms. Duran said we're aggressively working on this project to have the road built before the buildings are open. MoDOT asked if we could approve this tonight. Councilman Finn said this road has been discussed before. Vote on the final reading was recorded:

Ayes: 9 Mayor Davis, Finn, Clark, Trutzel, Peek, Davidson, VanWinkle, Lathrop, Savage

Noes: 0

Absent: 0

Bill No. 2019-37 was declared passed and in full force and effect as **Ordinance No. 2019-4524**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2019-38: An ordinance of the City of Belton, Missouri authorizing the City Manager to enter into an agreement with WCA of Missouri, LLC for the provision of waste disposal services for the City of Belton, in accordance with the Request for Proposal RFP 19-003.

Presented by Councilman Clark, seconded by Councilwoman Peek. This item needs a double reading because the next Council meeting isn't until July 9, and the contractor needs time to prepare to start picking up on July 22. Vote on the first reading was recorded with all voting in favor except for Councilman Savage who voted no. First reading passed. **Councilman VanWinkle moved to hear the final reading.** Councilman Finn seconded. Vote to hear the final reading was recorded with all voting in favor. Motion passed. The final reading was read. Presented by Councilman Trutzel, seconded by Councilwoman Peek. Vote on the final reading was recorded:

Ayes: 8 VanWinkle, Peek, Trutzel, Finn, Mayor Davis, Clark, Lathrop, Davidson

Noes: 1 Savage

Absent: 0

Bill No. 2019-38 was declared passed and in full force and effect as **Ordinance No. 2019-4525**, subject to Mayoral veto.

RESOLUTIONS

Ms. Cunningham read Resolution R2019-55: A resolution of the City of Belton, Missouri approving a cooperative agreement for the City of Belton with Superior Bowen Asphalt Company, LLC for the 2019 Street Preservation Project in the amount of \$3,491,424.00.

Presented by Councilman Trutzel, seconded by Councilman Savage. Ms. Duran said this includes the streets they have identified for improvements the first year. Vote on the resolution was recorded with all voting in favor. Resolution passed.

CITY COUNCIL LIAISON REPORTS

Councilwoman Davidson gave a Park report

- Seussical the Musical, August 9 at Memorial Park
- Mama Mia, September 13 at Memorial Park
- Reminder – if the temperature drops below 70 degrees, the outdoor waterpark will be delayed in opening
- The Park Department is hiring – check their website and Facebook page
- Congratulations to Shelby Leeker as 2019 Miss Belton

MAYOR'S COMMUNICATIONS

June 29 from 8 a.m.–1 p.m. at Gladden Elementary, 405 Westover Road, there will be a storm/limb drop-off site available.

CITY MANAGER'S REPORT

July & August 2019 meetings

07/09 work session & regular meeting – 6:00 p.m.

07/23 work session & regular meeting – 6:00 p.m.

08/13 work session & regular meeting – 6:00 p.m.

08/27 work session & regular meeting – 6:00 p.m.

Ms. Barton informed the Council there are several sinkholes in the City. The Public Works crew is doing a great job of quickly repairing them. She also said Councilman Trutzel's concern of the No Parking Signs on Kenneth has been addressed and the signs moved appropriately.

OTHER BUSINESS

Councilman Lathrop said he has a resident on Allen Street who was affected by the sewer back up from Southview's contractor. Their house has not been cleaned thoroughly. Ms. Barton said she will follow up on this.

Councilman Clark asked why the tornado sirens weren't sounded during last Friday's storm. What is our protocol for sounding the sirens and sending out spotters? Police Chief Person was not present tonight. Ms. Barton said the National Weather Service didn't issue a tornado watch or warning. There were no tornados spotted. She emailed Gary Lezak with Channel 41 news. He said they were predicting a severe thunderstorm and that's what it was. The sirens should not have been sounded.

Councilwoman Davidson said Main Street Theater is holding a talent show July 27. Auditions are July 8-9.

At 8:03 p.m. Councilman Finn moved to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; and matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3, and matters pertaining to individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, according to Missouri Statute 610.021.13, and that the record be closed, and the meeting adjourn from there. Councilman Lathrop seconded. The following vote was recorded:

Ayes: 9 Trutzel, Davidson, Lathrop, Finn, Clark, Mayor Davis, Peek, VanWinkle, Savage

Noes: 0

Absent: 0

Being no further business, the meeting was adjourned following the executive session.

Andrea Cunningham, City Clerk

Mayor Jeff Davis

SECTION IV

B

CEDAR TREE COMMUNITY IMPROVEMENT DISTRICT

FYE 3/31/2020 BUDGET

BUDGET MESSAGE:

The Cedar Tree Community Improvement District was established by the City Council of Belton, Missouri on November 24, 2015.

Pursuant to a Reimbursement Agreement entered into by the District and the Developer, the Developer will incur costs needed to pay for the District's operating costs (including formation costs) and to construct certain Improvements, and the CID will reimburse the Developer (with interest) with CID revenues as such are collected over time.

	<u>FYE 3/31/2020*</u>		<u>FYE 3/31/2019*</u>		<u>FYE 3/31/2018</u> (as amended)
FUNDS AVAILABLE:					
- Cash on Hand (Beginning of Fiscal Year)	\$ -		\$ 76,205		\$ -
ESTIMATED REVENUE:					
- CID Assessment (Effective December 31, 2017) [^]	\$ 77,760		\$ 77,780		\$ 77,760.26
- Net Proceeds of Developer Advances	\$ -		\$ 2,967,703		\$ 4,447
- Interest Earned on District Bank Accounts	\$ -		\$ -		\$ -
TOTAL ESTIMATED FUNDS AVAILABLE & REVENUE:	<u>\$ 77,760</u>		<u>\$ 3,121,668</u>		<u>\$ 82,207</u>
ESTIMATED EXPENDITURES:					
- City Administrative Fees (2%)	\$ 1,555		\$ 1,555		\$ 1,555.21
- Administrative Costs (e.g., insurance)	\$ 1,200		\$ 1,200		\$ -
- Legal & Other Consultant fees	\$ 4,000		\$ 4,000		\$ 4,447.00
- Audit	\$ -		\$ -		\$ -
- Design and Construction Costs of Project ^{^^}	\$ -		\$ 2,967,703		\$ -
- Reimbursements to Developer per Reimbursement Agreement	\$ 71,005		\$ 147,210		\$ -
TOTAL ESTIMATED EXPENDITURES:	<u>\$ 77,760</u>		<u>\$ 3,121,668</u>		<u>\$ 6,002.21</u>
FUNDS AVAILABLE:					
- Cash on Hand End of Fiscal Year	\$ -		\$ -		\$ 76,205.05

* Estimated values.

[^] Special Assessment amounts receive by the CID are net of amounts retained by County as collection fee.

^{^^} The District anticipates certifying \$2,967,703 plus interest in CID Project Costs, which are eligible for reimbursement to the Developer in accordance with the Cooperative Agreement between the City, District and Developer.

SECTION IV

C

Y HIGHWAY MARKET PLACE COMMUNITY IMPROVEMENT DEVELOPMENT DISTRICT

FYE 3/31/2020 PROPOSED BUDGET

BUDGET MESSAGE:

Project Area 1 (Grocery Store): It is anticipated that this Project Area will generate approximately \$228,000 (including interest earned thereon) in CID sales tax during the fiscal year. Half of this amount will be transferred to the TIF by law, an amount equal to 1.0% of the CID sales tax revenue will be withheld by the City as an administrative fee, \$15,000.00 will be used to pay/reimburse Operating Costs, and the balance, an estimated \$96,720 will be used to make debt service payments on the 2012 TIF/CID Bonds.

Project Areas 2 - 5: It is anticipated that these Project Areas will generate approximately \$8,000 (including interest earned thereon) in CID sales tax during the fiscal year. Half of this amount will be transferred to the TIF by law, an amount equal to 1.0% of the CID sales tax revenue will be withheld by the City as an administrative fee, and the balance, an estimated \$3,920 will be used to Reimburse Developer for the CID Formation Costs (including interest).

	FYE 3/31/2020*	FYE 3/31/2019*	FYE 3/31/2018
		(as amended)	(as amended)
FUNDS AVAILABLE (Cash on Hand - Beginning of Fiscal Year):			
- Project Area 1 (Grocery Store)	\$ 4,788.99	\$ 4,848.99	\$ 4,328.82
- Project Areas 2 - 5	\$ 3,099.93	\$ 3,095.93	\$ 3,055.18
ESTIMATED REVENUE (1.0% CID Sales Tax):			
- Project Area 1 (Grocery Store)	\$ 228,000.00	\$ 228,000.00	\$ 223,678.05
- Interest earned	\$ 140.00	\$ 140.00	\$ 98.70
- Project Areas 2 - 5	\$ 8,000.00	\$ 8,000.00	\$ 7,391.52
- Interest earned	\$ 4.00	\$ 4.00	\$ 36.16
TOTAL ESTIMATED FUNDS AVAILABLE & REVENUE:			
- Project Area 1 (Grocery Store)	\$ 232,928.99	\$ 232,788.99	\$ 226,103.57
- Project Area 2 - 5	\$ 11,103.93	\$ 11,099.93	\$ 10,482.85
- Total	\$ 244,032.92	\$ 243,888.92	\$ 236,586.42
ESTIMATED EXPENDITURES:			
<u>Project Area 1 (Grocery Store)</u>			
- Current Year Payment to TIF (50%)	\$ 114,000.00	\$ 114,000.00	\$ 111,839.06
- City Administration Fee (1% of full 1.0% CID Sales Tax)	\$ 2,280.00	\$ 2,280.00	\$ 2,241.38
- Operating Costs ^A			
Reimbursement of CID Formation Costs (including interest)	\$ 10,992.00	\$ 10,992.00	\$ 12,756.08
Insurance Costs	\$ 1,508.00	\$ 1,508.00	\$ 1,233.97
Legal Fees	\$ 2,500.00	\$ 2,500.00	\$ 1,007.95
Administrative / Accounting Fees	\$ -	\$ -	\$ -
Other operating costs	\$ -	\$ -	\$ -
- Debt Service on 2012 Bonds	\$ 96,720.00	\$ 96,720.00	\$ 94,374.12
Total Expenditure	\$ 228,000.00	\$ 228,000.00	\$ 223,454.58
<u>Project Areas 2 - 5</u>			
- Current Year Payment to TIF (50%)	\$ 4,000.00	\$ 4,000.00	\$ 3,695.76
- City Administration Fee (1% of full 1.0% CID Sales Tax)	\$ 80.00	\$ 80.00	\$ 89.32
- Operating Costs ^{AA}	\$ -	\$ -	\$ -
- Developer/City Reimbursement ^{AAA}	\$ 3,920.00	\$ 3,920.00	\$ 3,621.84
Total Expenditure	\$ 8,000.00	\$ 8,000.00	\$ 7,386.92
FUNDS AVAILABLE (Cash on Hand - End of Fiscal Year):			
- Project Area 1 (Grocery Store)	\$ 4,928.99	\$ 4,788.99	\$ 4,848.99
- Project Areas 2 - 5	\$ 3,103.93	\$ 3,099.93	\$ 3,095.93
CARRYOVER - UNREIMBURSED DEVELOPER'S EXPENDITURES**:	\$ 36,781.00	\$ 47,573.00	\$ 58,047.00
CURRENT YEAR - DEVELOPER'S REIMBURSABLE EXPENDITURES:	\$ -	\$ -	\$ -
INTEREST ACCRUED	\$ 2,000.00	\$ 2,200.00	\$ 2,284.00
DEVELOPER REIMBURSEMENT:	\$ 10,992.00	\$ 10,992.00	\$ 12,758.00
REMAINING OBLIGATION TO REIMBURSE DEVELOPER:	\$ 29,769.00	\$ 38,781.00	\$ 47,573.00

* Estimated Values

^A Operating Costs of the District (e.g. legal, accounting, etc.) paid for with Project Area 1 CID Revenues are capped at \$15,000 per fiscal year under the 2012 Bond Indenture.

^{AA} Pursuant to the Third Amended and Restated Cooperative Agreement, effective July 28, 2015, Operating Costs exceeding the \$15,000 cap under the 2012 Bond Indenture, if any, may be paid with CID proceeds generated by Project Areas 2 - 5 without limitation by any cap. Unless indicated otherwise above, Operating Cost expenditures under "Project Areas 2-5" consist exclusively of reimbursement of CID Formation Costs (including interest).

^{AAA} Developer/City Reimbursement is pursuant to Section 3.5.H. of the Cooperative Agreement (as amended) and Section 21.C. of the TIF Contract.

SECTION IV

D



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: July 9, 2019

DIVISION: FIRE

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

The fire department has partnered with the police department for several years supplying SWAT medics to our local CIRT team. Most of those years our medics have utilized older handed down ballistic gear. This purchase will supply our three medics with up to date and custom sized gear as recommended from the CIRT team leader. This will add a great deal of safety during operations.

I recommend the purchase of the nine items listed in your presentation packet from ABM Supply, 911 Custom, Atlantic Signal, and Avon for the total amount of \$10,125.15.

IMPACT/ANALYSIS:

Contractor	ABM Supply, 911 Custom, Atlantic Signal, and Avon
Amount of Request/Contract	\$10,125.15 (see attached gear list Items 1-2, 5-7, 9)
Amount Budgeted	\$10,000.00 for Ballistic with the remainder of est. shipping from AED funds
Funding Source	010-4400-495-7400 Ballistic Protection and AED funds
Additional Funds	n/a
Funding Source	n/a
Encumbered	n/a
Funds Remaining	\$0

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the immediate purchase of three sets of ballistic gear as listed in the attached Gear List items 1-2,5-7, 9 from ABM Supply and Conrad Fire for the total price of \$10,125.15.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Belton Fire Tactical Medical Team Gear List
- ABM Supply Quote (2)
- 911 Custom
- Atlantic Signal Quote

Belton Fire Tactical Medical Team Gear List

ITEM #	DESCRIPTION	VENDOR	UNIT PRICE	QTY	TOTAL PRICE	VENDOR	UNIT PRICE	QTY	TOTAL PRICE
1	MBAV PLATE CARRIER	ABM	335.00	3	1,040.00 Includes freight	ABM	ONLY VENDOR		
2	NIJ 6 SOFT ARMOR CUMMERBUND	ABM	210.00	3	630.00 Includes freight	ABM	ONLY VENDOR		
3	ITEMS REMOVED FOR BUDGET ADJUSTMENT								142.50
4	ITEMS REMOVED FOR BUDGET ADJUSTMENT								62.70
5	USI DELTA-GEN II HELMET	911 CUSTOM	682.35	3	2087.05 Includes freight	ABM	725.00	3	2175.00
6	USI LEVEL III TACTICAL PLATE	911 CUSTOM	270.60	6	1623.60 Includes freight	ABM	285.00	3	1710.00
7	COMMS	ATLANTIC SIGNAL	1,155.00	3	3510.00 Includes freight	ONLY VENDOR			
8	ITEMS REMOVED FOR BUDGET ADJUSTMENT								613.35
9	CBRN MASK	AVON	401.50	3	1234.50 Includes freight	CONRAD FIRE	558.00	3	1674.00
					10125.15				11,477.55

ABM Supply

QUOTE

"Proudly Serving First Responders"

8413 Lakeview Avenue
Lenexa, KS 66219

(913) 961-8535
abmestdagh@gmail.com

Date	Quote No.
7/2/2019	1333
Expiration Date	
8/1/2019	

Name/Address

Belton Fire Dept
Attn: Elmer Bellefy
16300 N. Mullen Rd.
Belton, MO 64012

Salesperson	Job	Delivery Days-ARO	Terms
Alan		45	Net 30

Item	Description	Qty	Rate	Total
FS-12-00125-500X	FirstSpear, Strandhogg, MBAV Plate Carrier Front/Back only, 6/12™, Tubes™, Black	3	335.00	1,005.00
FS-500-17-00118	NIJ-06, Soft Armor (XPIIIA) LE Overlap Cummerbund (Set of Two) SM-2XL (for XL size add \$50)	3	210.00	630.00
Freight	Freight Estimate	1	35.00	35.00
			Total	\$1,670.00

Thanks for the opportunity to provide this quote.

SECTION IV
E



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: July 9, 2019

DIVISION: FIRE

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

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

ISSUE/RECOMMENDATION:

Sudden Cardiac Arrest affects more than 350,000 people outside the hospital every year according to the American Heart Association. The best treatment for during these emergencies is early CPR and defibrillation. This accomplished with a machine called a defibrillator. Our first out apparatus have advanced machines that do much more than this. There is no need to carry such advanced and expensive machine in our staff vehicles. This is why we would like to purchase 4 Automated External Defibrillators to place in these vehicles in order to increase our level of care during first response.

I recommend the purchase of four Physio Control LIFEPAK 1000 AED units from Stryker

This was a sole source bid from an established supplier in order to get a unit that would interphase with our current LIFEPAK machines carried on our other apparatus.

IMPACT/ANALYSIS:

Contractor	Stryker
Amount of Request/Contract	\$10,273.52 (4 Physio Control LIFEPAK 1000 AED units with patches)
Amount Budgeted	\$15,750.00 (-3,619.74 used for ambulance stretcher leaving \$12,130.26)
Funding Source	010-4400-495-7400
Additional Funds	n/a
Funding Source	n/a
Encumbered	n/a
Funds Remaining	\$1,856.74

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the immediate purchase of four Physio Control LIFEPAK 1000 AED units from Stryker for the amount of \$10,273.52.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Stryker itemized bid



11811 Willows Road NE
 P.O. Box 97006
 Redmond, WA 98073-9706 U.S.A.
 www.physio-control.com
 tel 800.442.1142
 Sales Order fax 800.732.0956
 Service Plan fax 800.772.3340

To BELTON FD
 Attn: Steve Kratofil, Battalion Chief
 16300 MULLEN RD
 BELTON, MO 64012
 (816) 331-7969
skratofil@beltonfire.org

Quote Number 00182462
 Revision # 1
 Created Date 7/2/2019
 Sales Consultant Todd Tibbetts

todd.tibbetts@stryker.com

FOB Redmond, WA
 Terms All quotes subject to credit approval and the following terms and conditions
 NET Terms NET 30

Expiration Date 7/30/2019

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
11101-000016	Electrode replacement infant/child reduced energy / LIFEPAK 1000 (Kit #1) Graphical Display Standard Setup w/carry case, battery & electrodes Included at No Charge:	4.00	119.00	-15.47	103.53	414.12
99425-000023	41425-000034-ShipKit 11141-000156-Battery 11425-000012-Strap for Carrying Case 11996-000017- QUIK-COMBO REDI-PAK electrodes (2 pair per unit) 26500-003457-Operating Instructions	4.00	2,780.00	-361.40	2,418.60	9,674.40

Subtotal USD 10,088.52
 Estimated Tax USD 0.00
 Estimated Shipping & Handling USD 185.00
 Current Sales Tax Rates will be applied at the time of Invoice and tax rate is based on the Ship To location

Grand Total USD 10,273.52

Pricing Summary Totals	
List Price Total	USD 11,596.00
Total Contract Discounts Amount	USD 0.00
Total Discount	USD -1,507.48
Trade In Value	USD 0.00
Tax + S&H	USD 185.00

Please provide a company issued Purchase Order that includes Billing and Shipping Address.
PO must reference payment terms of Net 30 days.

- OR -

Required information if no Purchase Order is provided

Billing Address same as address on quote	Shipping Address same as Billing Address
Account Name _____	Account Name _____
Address _____	Address _____
City _____	City _____
State _____ Zip Code _____	State _____ Zip Code _____
Accounts Payable Contact Information	
Accounts Payable Contact _____	Accounts Payable Phone Number _____
Accounts Payable Email _____	Customer is Tax Exempt? Yes No
Authorized Customer Signature	
Name _____	Signature _____
Title _____	Date _____

Optional information:

Special Ship to Address _____

Comments _____

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

Reference Number TT/20658401/181588

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(f) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

Delivery. Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoices is not contingent on immediate correction of nonconformities.

No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

SECTION IV
F

R2019-56

A RESOLUTION REAPPOINTING SALLY DAVILA AND TIM MCDONOUGH TO THE PLANNING COMMISSION.

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

WHEREAS, Sally Davila's term expires August 1, 2019; she is hereby reappointed to serve as a member of the Planning Commission until August 1, 2023; and

WHEREAS, Tim McDonough's term expires August 1, 2019; he is hereby reappointed to serve as a member of the Planning Commission until August 1, 2023; and

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

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

<u>NAME</u>	<u>EXPIRATION OF TERM</u>
Holly Girgin	August 1, 2020
Scott Swaggart	August 1, 2020
RJ Warren	August 1, 2021
Kara Anderson	August 1, 2022
Kelly Monaghan-Bass	August 1, 2022
Sally Davila	August 1, 2023
Tim McDonough	August 1, 2023
Mayor Jeff Davis	
City Council Liaison Chet Trutzel	

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

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

Duly read and passed this ___ day of _____, 2019.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ___ day of _____, 2019, and adopted at a regular meeting of the City Council held the ___ day of _____, 2019 by the following vote, to wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

SECTION IV

G

R2019-57

A RESOLUTION APPOINTING TOM MACPHERSON TO SERVE ON THE PUBLIC WORKS COMMITTEE.

WHEREAS, the Belton Public Works Department previously issued a Strategic Plan that includes the creation of a Public Works Committee (PWC) and necessary Public Works Committee bylaws; and

WHEREAS, the PWC was organized “to increase dialogue with the community and serve as an advisory panel to the department and the City concerning Public Works services”; and

WHEREAS, Scott Von Behren has resigned his position on the Public Works Committee; and

WHEREAS, Tom MacPherson is hereby appointed to serve as a member of the Public Works Committee to fill Scott Von Behren’s unexpired term until September 27, 2020.

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

Section 1. That the following named individuals constitute the Public Works Committee with terms of office as shown:

<u>NAME</u>	<u>Expiration of Term</u>
Tom MacPherson – Ward 1	September 27, 2020
Chris Stewart – Ward 2	September 27, 2020
Randy Hendricks – Ward 3	September 27, 2020
Robert Benson – Ward 4	September 27, 2020
Chet Trutzel – City Council Representative	
Celia Duran – Public Works Director	

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

Duly read and passed this ____ day of _____, 2019.

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, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of _____, 2019 and adopted at a regular meeting of the City Council held the ____ day of _____, 2019 by the following vote, to wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



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

Date 6/30/19

*Board/Commission of interest Public Works Committee

*Name Tom MacPherson

*Phone# 816-588-8271

*Home Address 7801 Lonnie Court

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

Belton, MO 64012

Yes No

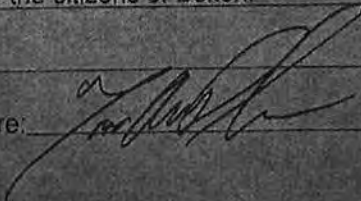
*E-mail tom.macpherson@twc.com

Length of residence in Belton 14 years

Why are you interested in serving on this Board or Commission? We are at a time when
our City has many areas needing attention and repairs and also need to plan for
future growth and I believe I can make a contribution to the City by serving in this role.

List other service on local boards or commission: City Council, Planning Commission, Better
Belton Committee, Code Enforcement Advisory Board, Building and Fire Prevention Codes
Board of Adjustments, Enhanced Enterprise Zone Committee, TIF Commission

Other qualifications you have that may be helpful in serving on this particular board:
Because of my previous involvement in the City I have learned a lot about the Public Works
process and the important role it plays for the citizens of Belton.

Signature: 

*Required information

Updated 1/6/03
F:\Boards and Commission info\application board & commissions.doc

SECTION IV

H

R2019-58

A RESOLUTION REAPPOINTING CONNIE HUBBARD AND APPOINTING PAM MILLER TO THE ZONING BOARD OF ADJUSTMENTS.

WHEREAS, Section 89.080, RSMo., as amended, provides for the appointment of up to five (5) members of the Zoning Board of Adjustments, and up to three (3) alternate members of said Zoning Board of Adjustments by the City Council; and

WHEREAS, Connie Hubbard's term expires July 30, 2019; she is hereby reappointed to serve as a member of the Zoning Board of Adjustments until July 30, 2024; and

WHEREAS, Roger Shirk has resigned his position on the Zoning Board of Adjustments; and

WHEREAS, Pam Miller is hereby appointed to serve as a member of the Zoning Board of Adjustments to fill Roger Shirk's unexpired term until July 30, 2021.

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

SECTION 1. That the following named individuals constitute the Belton Zoning Board of Adjustments with terms of office as shown:

<u>Name</u>	<u>Expiration of Term</u>
Phil Trued	July 30, 2020
Pam Miller	July 30, 2021
Keith Parks	July 30, 2022
Wilma Darlington	July 30, 2023
Connie Hubbard	July 30, 2024
<u>Alternates</u>	<u>Expiration of Term</u>
Vacant	July 30, 2022
Vacant	July 30, 2022
Vacant	July 30, 2022

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

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

Duly read and passed this ____ day of _____, 2019.

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, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of _____, 2019 and adopted at a regular meeting of the City Council held the ____ day of _____, 2019 by the following vote, to wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



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

Date July 1, 2019

*Board/Commission of interest The Zoning Board of Adjustment

*Name Pamala Miller

*Phone# 816-564-2769

*Home Address _____

8311 Spring Valley Rd
Belton, Mo 64012

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

Yes No

*E-mail PSMiller16@gmail.com

Length of residence in Belton 41 years

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

Belton has always been my home. I am
invested in our City and Community. I want
to help make our city a desired place to live.

List other service on local boards or commission: _____

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

I am very detailed and organized. I have
great communication skills and work well
with others.

Signature: Pam Miller

*Required information

SECTION IV

I

R2019-59

A RESOLUTION AUTHORIZING AND DIRECTING THE CUSTODIAN OF RECORDS OF THE CITY OF BELTON, MISSOURI TO DESTROY CERTAIN RECORDS THAT HAVE EXCEEDED THE RETENTION REQUIREMENTS AS SET FORTH BY THE STATE OF MISSOURI.

WHEREAS, the 73rd General Assembly passed the law establishing Records Management and Archives Services as a division of the Office of Secretary of State; and

WHEREAS, Senate Bill No. 376 passed by the 76th General Assembly extended the Records Management Law to local governments of Missouri, which law gave the Secretary of State responsibility for implementation of the program; and

WHEREAS, the City of Belton desires to securely destroy certain records that have exceeded the retention requirement as set forth by RSMo 190.230(4) and the published Missouri Secretary of State Local Records Retention Schedules; and

WHEREAS, Section 2-227 of the Belton Code of Ordinances provides for the City Clerk to be the Custodian of Records and shall be responsible for maintenance and control of all records.

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

SECTION 1. The City Clerk is authorized to utilize Cintas to destroy certain police records that have exceeded the retention requirements as set forth by the State of Missouri. The records are listed as **Exhibit A** to this resolution.

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

Duly read and passed this ____ day of _____, 2019.

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, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of ____, 2019, and adopted at a regular meeting of the City Council held the ____ day of ____, 2019 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
City of Belton, Missouri

Belton Police Department

James R. Person, Chief of Police

7001 E. 163rd Street • Belton, Missouri 64012-4614 • (816) 331-5522 • FAX (816) 322-7057

www.beltonpd.org

28 June 2019

To: Belton City Records Clerk

Records Destruction Request

The below is a list of records for the Belton Police Department that have met their retention dates, therefore, it is requested that following records be destroyed. There is also extensive water damage:

<u>Year</u>	<u>Record Type</u>
1972-1982	LAB REPORTS
1974	CLOSED JUVENILE FILES
1975	CLOSED JUVENILE FILES
1975	LARCENIES
1975	RECOVERED PROPERTY, DOP, ASSAULTS, VEHICULARS, GENERALS
1976	ASSAULTS-BURGLARIES
1976	GENERALS, VEHICULARS, DESTRUCTION OF PROPERTY
1979	LARCENIES, ASSAULT, TOW-INS, VEHICULAR, RECOVERED PROPERTY
1980	CLOSED JUVENILE FILES
1980	INCIDENT REPORTS
1980	RECOVERED PROPERTY
1980	ACE'S RECORDS
1980	CLEARED CASES
1980	BURGLARIES
1980	CID FILES
1981	COMPLAINTS
1981	DETECTIVE CASE FILES
1981	VEHICULARS
1981	CLEARED CASES
1982	CRIMINAL RECORDS
1982	LIQUOR CARDS
1982	INTERNAL INVESTIGATION
1982, 83	DRUG FILES
1982	GENERALS FILES
1982	CLEARED CASES

Approved for destruction: _____

Date: _____

1983	0001G-1900G FILES
1983	RECOVERED PROPERTY FILES
1983	MD, AG, KA, LA, LB, LC, DP, AT, AND RV'S FILES
1983	COMPLAINTS
1983	CLEARED CASES
1984, 85 & 87	MONEY RECEIPT BOOKS
1984	CLEARED CASES
1984	RECORDS GENERALS
1984	BURGLARIES
1984	RECORDS 0255G-04900G
1984	RECORDS 04901G-05651G
1984	RECORDS 19506-20006
1984	INCIDENT REPORTS
1985	00051-00876 LARCENY FILES
1985	DESTRUCTION OF PROPERTY/RECOVERED PROPERTY
1985	MISCELLANEOUS FILE
1985	VEHICULARS
1985	CLEARED CASES
1986	CASE FILES/ACTIVITY LOGS
1986	CLEARED CASES
1986	ACTIVITY LOGS, RADIO LOGS
1986	DETECTIVE AC CASES
1986	RECORDS 2251G-4500G
1987	CLOSED JUVENILE FILES
1987	UCR REPORTS
1987	PURCHASE ORDERS
1987	LARCENIES
1987	GENERALS 0001-1000
1987	GENERALS 1001-1400
1987	GENERALS 1450-3600
1987	GENERALS 3600 TO END
1987	ACE'S 0001-0150
1987	ACE'S 0151-0253
1987	RP'S
1987	VEHICULARS
1987	CLEARED FILES
1987	ACTIVITY LOGS
1987	COMPLAINTS
1987	RADIO LOGS
1987-1992	SHIFTS LOGS

Approved for destruction: _____

Date: _____

1988	RECORDS 0001-00250
1988	RECORDS LA 0001-0160
1988	RECORDS ACE'S 0001-0211
1988	RECORDS 09001A-0450G
1988	RECORDS 0181V-00577V
1988	ASSAULTS 0901-1350
1988	GENERALS 03601G-04250G
1988	1751-3600 FILES
1988	BURGLARIES, AUTO THEFTS, MP, AGG ASSAULTS
1988	LB/LC FILES
1988	PHONE/RADIO LOGS
1988	ACTIVITY LOGS
1988	LOCKOUTS
1988	ACCIDENTS, RECOVERED PROPERTY
1988	CLEARED FILES
1989	VEHICULARS, AUTO THEFTS
1989	AGG ASSAULTS
1989	GENERALS 1501-2950
1989	MP, LC, LB
1989	GENERAL FILES/AUTO THEFTS
1988/89	RADIO LOGS
1989	0776A-1425A
1989	ASSAULTS/VEHICULARS
1989	LARCENIES, FORGERS REPORTS
1989	0001G-1500G FILES
1989	1426A-1725A FILES
1989	GENERALS 2451-2923
1989	8001 RP-0950RP FILES
1987, 88,89, AND 90	CLEARED CASES
1989, 90, AND 93	CLOSED JUVENILE RECORDS
1989	0001-00138 LA
1990	RECEIPT BOOKS
1990	SHIFT LOGS
1990	ACCIDENTS
1990	LOCKOUTS, COMPLAINT FORMS
1990	RECORDS LC-LA
1990	RECORDS 01250A-02002A
1990	RECORDS 0001G-01450G
1990	RECORDS 00001G-01450G
1990	RECORDS 0001A-0576A
1990	RECORDS 01250A-02002A
1990	RECORDS 01251A-05715A

Approved for destruction: _____

Date: _____

1990	GENERAL RECORDS 01551-03400
1990	GENERAL RECORDS 03401-04050
1990	RECORDS 03101G-ASSORTED MP, BC, BB, HA
1990	ACTIVITY LOGS X3
1990	REQUESTS FOR DOR RECORDS
1990	ACE ASSAULTS
1990	VEHICULARS
1990	RECORDS AT, RV, SA, LB, DP
1990, 91, 92	CID REPORTS
1990	CLEARED FILES
1990	CLOSED JUVENILE FILES
1990	JAIL LOGS
1991	RECOVERED PROPERTY
1991	RECORDS 00019-00226
1991	RECORDS LA, LB, AK, AG, TOW SHEETS
1991	LARCENIES
1991	RECORDS 00100G-01600G
1991	RECORDS MP, LC, RP
1991	VANDALISMS
1991	DRUG FILES
1991	ORDERS OF PROTECTION/SHIFT LOGS
1991	ACTIVITY LOGS
1991-1992	CRIMINAL RECORDS
1991 TO 2000	LIQUOR CARD PERMITS
1991-1993	SHIFT LOGS
1992	RECORDS 02115-03178
1992	RECORDS 03831-04504
1992	RECORDS 04440-05876
1992	RECORDS 05877-07085
1992	ROBBERIES, ASSAULTS
1992	ACTIVITY LOGS
1992	GENERALS
1992	TRACKING SHEETS
1992/1993	TRACKING SHEETS
1992	RADIO LOGS
1992	DISPATCH LOGS
1992	COMPLAINT FORMS
1992	RECORDS 03179-03831B
1992-1999	TIMECARDS

Approved for destruction: _____

Date: _____

1993	VA RECORDS
1993	LARCENIES
1993	ACTIVITY LOGS
1993	OVERTIME FORMS
1993	COMMUNICATIONS LOG
1993	SHIFT LOGS
1993	RECORDS 00001-00527
1993	RECORDS 00001-01063
1993	RECORDS 00734-08566
1993	RECORDS 01078-01996
1993	RECORDS 02001-03013
1993	RECORDS 03018-04030
1993	RECORDS 04036-05007
1993	RECORDS 05059-06220
1993	RECORDS 06230-07383
1993	RECORDS 08568-09591
1993	RECORDS 09595-10899
1993	RECORDS 10913-12005
1993	RECORDS 12011-13021
1993	RECORDS 13023-13789
1994	RECORDS DOP, REC PROP
1994	PURCHASE ORDERS
1994	INCIDENT REPORTS
1994	DISPATCH LOGS, OTHER AGENCY, CLOSED JUVENILE FILES
1994	COMPLAINTS
1994	VA RECORDS
1994	RADIO LOGS
1994	ACTIVITY LOGS
1994	SHIFT LOGS
1994	LARCENIES, BURGLARIES, STOLEN AUTO, FRAUD
1994	RECORDS 00528-01478
1994	RECORDS 01480-02358
1994	RECORDS 02366-10335
1994	05014-14127 FILES
1994	RECORDS 06518-07465
1994	RECORDS 08631-09487
1994	RECORDS 09490-10517
1994	RECORDS 10530-11602
1995	DISPATCH LOGS/UCR'S
1995	JUVENILE CLOSED CASES, CID CASES
1995	ACTIVITY LOGS

Approved for destruction: _____

Date: _____

1995	RECORDS 01018-02030
1995	CLOSED CASES
1995	SHIFT LOGS
1995-1996	OCCUPATIONAL LICENSE
1995 TO 1998	CLOSED JUVENILE RECORDS
1995 TO 2000	VA RECORDS
1995	UCR REPORTS
1995	CLOSED CASES
1995	JAIL RECORDS
1995	ACTIVITY LOGS
1996-2001	PURCHASE ORDERS, JAIL LOGS
1996	CLOSED CASES
1996	CLOSED JUVENILE RECORDS
1996	VA FILES
1996	VA RECORDS
1996	CRIMINAL RECORDS
1996	ACTIVITY LOGS
1996	RECORDS 12020-15440
1996	RECORDS 14352-14850
1996	RECORDS 14872-15300
1996	RECORDS 15304-15510
1996	CLOSED CASES
1996	RADIO LOGS
1996	CASE FILES
1996	CLOSED CASES
1996	OVERTIME LOGS, ACTIVITY LOGS
1996-1997	CLEARED CASES
1996-1999	ADMIN RECORDS
1997	ACTIVITY REPORTS
1997	01498-01934 FILES
1997	JUVENILE CLOSED CASES
1997	JUVENILE CASE FILES
1997	ACTIVITY LOGS
1997	CASE FILES
1997	CID FILES
1997	DISPATCH LOGS
1997	JAIL UNCLAIMED PROPERTY
1997	RECORDS/CRIMINAL HISTORIES
1997-1998	CRIMINAL HISTORIES
1989/1990	SHIFT LOGS/LOCKOUTS

Approved for destruction: _____

Date: _____

1998	CLOSED JUVENILE RECORDS
1998	MISCELLANEOUS LOGS
1998	DRUG FILES
1998	ACTIVITY LOGS
1998/1999	SHIFT LOGS/ACTIVITY LOGS
1999	VA RECORDS
1999	BURGLARIES
1999	ACTIVITY LOGS
1999	NARCOTICS FILES
2000	JAIL RECORDS
2000	TIMECARDS, ACTIVITY LOGS
2000	LOGS/PHOTOS
2001	ACTIVITY RECORDS
2001	JAIL FILES
2001	JAIL LOGS
2000-2001	NARCOTIC FILES
2002	JAIL LOGS
2002	JAIL RECORDS
2002	NARCOTIC FILES
2002-2004	TIME CARDS/ACTIVITY LOGS
2003	JAIL RECORDS
2003	LAB REPORTS
2004-2006	NARCOTIC FILES
2005	JAIL LOGS
2005	JAIL RECORDS
2005	CLOSED JUVENILE FILES
2006	JAIL RECORDS
2007	JAIL RECORDS



 Don Spears, Captain

Approved for destruction: _____

Date: _____

SECTION IV

J

R2019-60

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE SUBSCRIPTION AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR SOFTWARE FOR THE MUNICIPAL COURT.

WHEREAS, the City of Belton, Missouri through its Municipal Court has had the original subscription agreement since 1996 with an extension agreement authorized in 2011 and 2017; and

WHEREAS, the Tyler Technologies Inc. court software is a state approved system approved, as required, by the Office of the State Courts Administrator's office and where the Municipal Court has been satisfied with their past contract, license fees and software functions; and

WHEREAS, the funding source for the software maintenance has been approved in the Municipal Court's FY2020 Maintenance Agreement budget in the amount of \$16,908.00; and

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

SECTION 1. That the City Council hereby authorizes the agreement with Tyler Technologies, Inc., herein attached and incorporated as **Exhibit A** to this ordinance.

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

Duly read and passed this ____ day of _____, 2019.

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 Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of ____, 2019; and adopted at a regular meeting of the City Council held on the ____ day of ____, 2019 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



Amendment to Subscription Agreement

This Amendment is made between Tyler Technologies, Inc., with offices at 5519 53rd Street, Lubbock, Texas 79414 ("Tyler") and the City of Belton, with offices at 7001 East 163rd Street, Belton, MO 64012 ("Client").

WHEREAS, Client and Tyler are parties to the contract numbered 2011-0061 dated June 15, 2011 governing Client's access to the software and services ("Software") described therein; and

WHEREAS, the term of the Agreement expires June 30, 2019;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

1. The term of the Agreement is hereby renewed for a two (2) year term commencing on July 1, 2019 and expiring on June 30, 2021 ("Term"). Upon expiration of the initial term, this Amendment will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term.
2. Tyler shall invoice Client \$16,908.00 for the first year's annual subscription fee in advance of the Term renewal date, and in each year through the end of the Term. If during this term, Client switches to the Statewide system, and is live on this system prior to the end of this term, Tyler will review this Amendment with Client at that time.
3. The subscription fees are based on the number of users described in the Agreement, and the Software may be accessed by no more than this number. Additional user subscriptions may be added during the Term at the same pricing as that for the current subscriptions, prorated for the remainder of the Term in effect at the time the additional user subscriptions are added.
4. All terms and conditions of the Agreement not herein amended shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date(s) set forth below.

Tyler Technologies, Inc.
Local Government Division

City of Belton

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

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

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared _____, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is _____ and I am currently the _____ of Tyler Technologies, Inc. (hereinafter "Tyler Technologies"), whose business address is _____ and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Tyler Technologies is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the Billing Service Agreement between Tyler Technologies and the City of Belton, Missouri.
4. Tyler Technologies does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Affiant

Printed Name

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public
SEAL

SECTION VI

A

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE TAX INCREMENT FINANCING CONTRACT BETWEEN THE CITY OF BELTON, MISSOURI AND HERMAN ENTERPRISES, L.L.C. FOR IMPLEMENTATION OF PROJECT 3 OF THE SOUTHTOWNE TAX INCREMENT FINANCING REDEVELOPMENT PLAN, AS AMENDED.

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

WHEREAS, by Ordinance No. 2012-3787, adopted by the City Council on March 27, 2012, the City approved the First Amended and Restated Southtowne Tax Increment Financing Redevelopment Plan ("First Amended Plan," with the Original Plan as amended by the First Amended Plan being the "Plan"), approved the assignment of development rights from Southtowne to Herman Enterprises, L.L.C. ("Herman") for Redevelopment Project 3 in the Plan, designated Herman as the developer of Redevelopment Project 3, and approved a tax increment financing contract between the City and Herman for implementation of Redevelopment Project 3 (the "First Amended Contract," and together with the Original Contract, the "Redevelopment Contract"); and

WHEREAS, by Ordinance No. 2017-4327, adopted by the City Council on March 28, 2017, the City Council authorized the City to enter into the First Amendment to Tax Increment Financing Contract, as amended (the "First Amended Agreement"), between the City and Herman to, among other things, amend and extend the dates set forth in the redevelopment schedule; and

WHEREAS, by Ordinance No. 2018-4484, adopted by the City Council on December 18, 2018, the City Council authorized the City to enter into the Second Amendment to Tax Increment Financing Contract, as amended (the "Second Amended Agreement"), between the City and Herman to, among other things, amend and extend the dates set forth in the redevelopment schedule; and

WHEREAS, Herman has requested a change to the development project to be undertaken for Redevelopment Project 3 in the Plan as set out in the Third Amendment to Tax Increment Financing Contract, as amended (the "Third Amended Agreement"); and

WHEREAS, the City Council finds that approval of the Third 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 Third Amendment to Tax Increment Financing Contract, attached hereto as **Exhibit A** is approved.
- Section 2.** That the Mayor of the City is authorized to enter into the Third 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:

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of ____, 2019.

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 ____, 2019, and thereafter adopted as Ordinance No. 2019-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of ____, 2019, 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: July 9, 2019

DIVISION: Economic Development

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 checked="" type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

Herman Enterprises, L.L.C., developer of Project Area 3 of the Southtowne Plaza Tax Increment Financing Redevelopment Plan is requesting a Third Amendment to the Redevelopment Plan. This Amendment allows for the development of two buildings as shown on the Final Development Plan. Building number one totals approximately 3,500 square feet to accommodate an Aspen Dental business. Building number two will be 4,000 square feet or shall have projected sales of \$1.5 million and generate retail sales and/or use taxes.

The first building, Aspen Dental, would meet the current development schedule of May, 2020. The second building would have a completion date of May, 2021.

This Third Amended Agreement would help to encourage and stimulate growth and development in the Redevelopment Plan Area.

Pending City Council approval, the Final Development Plan will go before the Planning Commission for approval on July 15, 2019.

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve an Ordinance authorizing the Third Amendment to the Tax Increment Financing Contract for the implementation of Project 3 of the Southtowne Tax Increment Financing Redevelopment Plan.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance and Third Amendment to Tax Increment Financing Contract
- Southtowne Plaza TIF Project Areas (for reference)
- Final Development Plan

Exhibit A to Ordinance No. 2019-_____

**THIRD AMENDMENT TO
TAX INCREMENT FINANCING CONTRACT**

See following pages

**THIRD AMENDMENT TO TAX
INCREMENT FINANCING
CONTRACT**

BETWEEN THE

CITY OF BELTON, MISSOURI

AND

HERMAN ENTERPRISES, L.L.C.

FOR IMPLEMENTATION OF

**REDEVELOPMENT PROJECT 3 OF THE SOUTHTOWNE TAX INCREMENT
FINANCING REDEVELOPMENT PLAN**

**THIRD AMENDMENT TO
TAX INCREMENT FINANCING CONTRACT**

THIS THIRD AMENDMENT TO TAX INCREMENT FINANCING CONTRACT (this "Third Amendment"), entered into on _____, 2019, by and between the CITY OF BELTON, MISSOURI, a municipal corporation ("City") and HERMAN ENTERPRISES, L.L.C., a Missouri limited liability company (the "Developer," successor and assignee of development rights granted to Southtowne Associates, L.L.C. ("Southtowne")), amends that certain Tax Increment Financing Contract ("Redevelopment Contract"), as subsequently amended (as described below).

RECITALS

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

WHEREAS, by Ordinance No. 2012-3787, adopted by the City Council on March 27, 2012, the City approved the First Amended and Restated Southtowne Tax Increment Financing Redevelopment Plan ("First Amended Plan," with the Original Plan as amended by the First Amended Plan being the "Plan"), approved the assignment of development rights for Redevelopment Project 3 of the Plan from Southtowne to Herman Enterprises, L.L.C. ("Herman"), designated Herman as the developer of Redevelopment Project 3, and approved a tax increment financing contract between the City and Herman for implementation of Redevelopment Project 3 of the Plan (the "Herman Tax Increment Financing Contract").

WHEREAS, by Ordinance No. 2017-4327, adopted by the City Council on March 28, 2017, the City Council authorized the City to enter into the First Amendment to Tax Increment Financing Contract, as amended (the "First Amended Agreement"), between the City and Herman to, among other things, amend and extend the dates set forth in the redevelopment schedule.

WHEREAS, by Ordinance No. 2018-4484, adopted by the City Council on December 18, 2018, the City Council authorized the City to enter into the Second Amendment to Tax Increment Financing Contract, as amended (the "Second Amended Agreement"), between the City and Herman to, among other things, amend and extend the dates set forth in the redevelopment schedule.

WHEREAS, Herman has requested a change to the development project to be undertaken for Redevelopment Project 3 in the Plan as set out in this Third Amended Agreement; and

WHEREAS, the City Council finds that approval of this Third Amended Agreement would help to encourage and stimulate growth and development in the Redevelopment Plan Area and

otherwise fulfill the purpose of the Real Property Tax Increment Allocation Redevelopment Act, R.S.Mo. §§ 99.800 et seq. and the Plan.

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

1. Revision of Exhibit D of the Herman Tax Increment Financing Contract, as amended. Exhibit D of the Herman Tax Increment Financing Contract (to also now be known as the Third Amended Agreement) is hereby deleted in its entirety and replaced with the Exhibit D attached to this Third Amended Agreement. If a Certificate of Completion and Compliance is not issued with respect to the first building within Redevelopment Project 3 by May 31, 2020, and with respect to the second building within Redevelopment Project 3 by May 31, 2021 (the “Outside Completion Date”), City may require Developer to appear before the Council to show cause why this Contract and the Plan shall not be terminated in accordance with **Section 35** and to meet with representatives of the City regarding changes that should be made for the marketing and development of the property within the Plan Redevelopment Area. From and after the Outside Completion Date, any approval by City of any change or modification of the Redevelopment Schedule may be given or denied by City in its sole discretion, subject to the terms and provisions of **Section 36**.

2. Revision of Exhibit I of the Herman Tax Increment Financing Contract, as amended. Exhibit I of the Herman Tax Increment Financing Contract is hereby amended to include the following additional businesses to the Pre-Approved Tenant List:

For the first building: Aspen Dental or similar or related medical/dental operator.

For the second building:

Quick service food retailers such as Starbucks, Dunkin Donuts, Caribou Coffee, Lamar’s Donuts, Smoothie King, Scooters or other coffee, donut, smoothie or quick service food retailer.

Fast food or other restaurants such as fast casual, family style, fine dining, café, neighborhood bar and grill or bistro.

Any other retail business generating sales and use taxes.

Any business other than a business specifically listed above or otherwise on Exhibit I to be located in the second building shall be approved by the City Manager. Any decision by the City Manager may be appealed by the Developer to the City Council, but the decision by the City Council on appeal shall be final and conclusive upon the parties.

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

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

SIGNATURE PAGE FOR THIRD AMENDMENT TO TAX INCREMENT FINANCING CONTRACT BETWEEN CITY OF BELTON, MISSOURI AND HERMAN ENTERPRISES, L.L.C. FOR IMPLEMENTATION OF REDEVELOPMENT PROJECT 3 OF THE SOUTHTOWNE TAX INCREMENT FINANCING REDEVELOPMENT PLAN, AS AMENDED.

IN WITNESS WHEREOF, the parties hereto have executed this Third 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

HERMAN ENTERPRISES, L.L.C., a Missouri limited liability company

By: _____

Print Name: _____

Title: _____

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

On this __ day of _____, 2019, 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 JACKSON)

On this __ day of _____, 2019, 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 Herman Enterprises, L.L.C., a Missouri limited liability company, and acknowledged said instrument to be his free act and deed and the free act and deed of said 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:

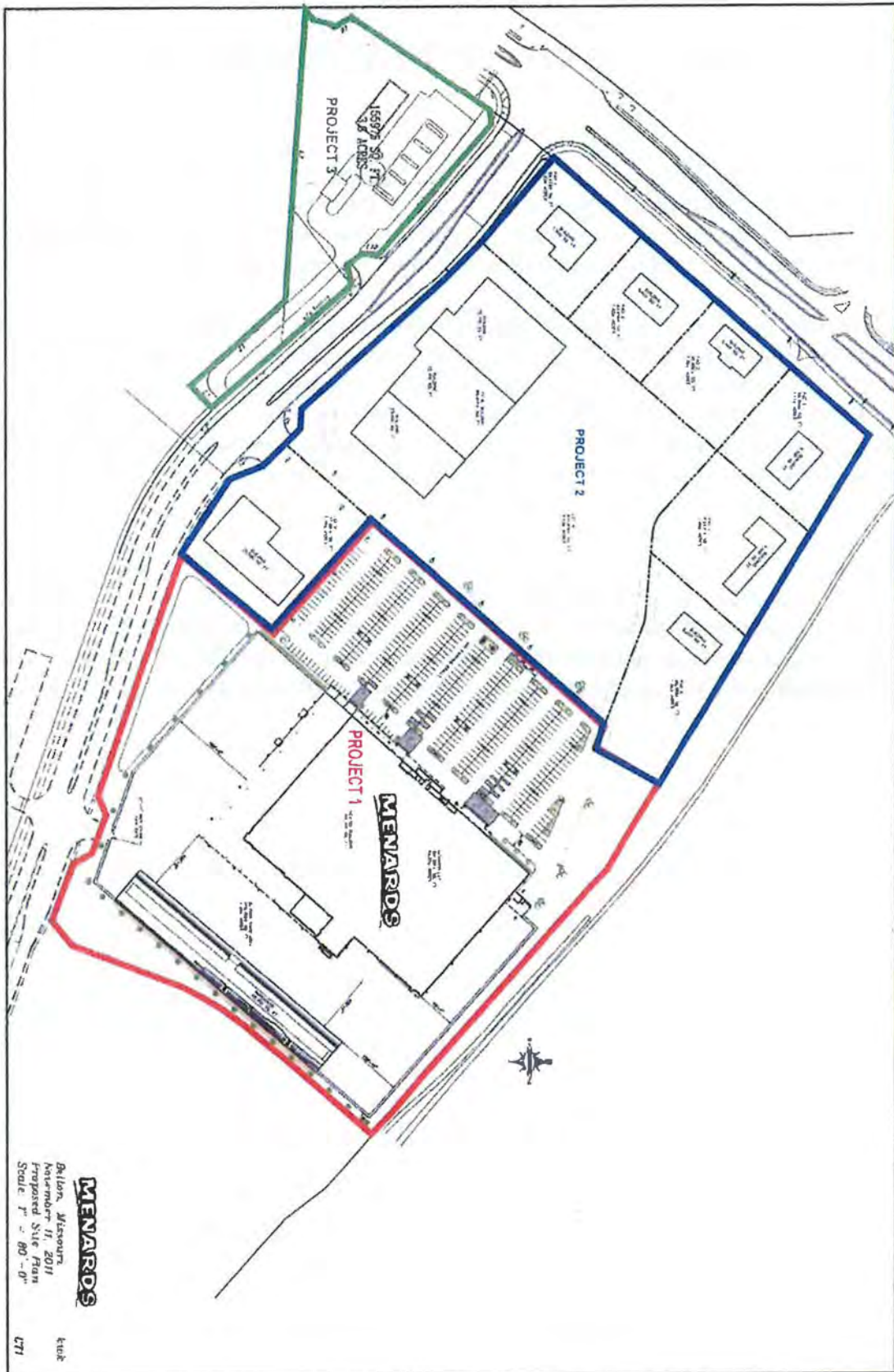
EXHIBIT D

PHASE 3 PRIVATE PROJECT IMPROVEMENTS

Construction of two buildings, with one building totaling approximately 3,500 square feet to accommodate an Aspen Dental business. As part of the construction of the first building, the entire pad site will be graded so that the second building will be ready for construction and infrastructure for utilities and parking will be installed for both buildings.

If the second building is a multi-tenant building it shall total between approximately 4,000 square feet up to approximately 6,000 square feet. If the second building is a single-tenant building, such as a freestanding restaurant, it shall be of such square footage as is required to accommodate that specific tenant's then prototypical building, but not less than 4,000 square feet or shall have projected sales of at least \$1,500,000. In any event, the second building shall accommodate retail businesses as included on Exhibit I, as amended, and shall include only tenants that operate a business generating retail sales and/or use taxes.

The first building for Aspen Dental shall be constructed and developed substantially as shown in the attached site plan, subject to final approvals in accordance with the normal planning and development approval procedures of the City. The second building shall be constructed and developed in such manner as shall be reasonably acceptable to the City and in accordance with the normal planning and development approval procedures of the City.



Paving Schedule

Asphaltic Concrete Pavement

8" Portland Concrete Pavement and 4" Concrete Sidewalk



Legend

- Employee Parking
- ADA Parking

NOTE

This property is located within Zone A of the 100 year floodplain per FEMA Panel 29037C0009F, dated 01/02/2013

FINAL DEVELOPMENT PLAN

ASPEN DENTAL BELTON, MISSOURI

ARCHITECT
NORTH A BELTON CO. ARCHITECTS
1012 E. Main St. Ste. 204
Belton, MO 64604
Phone: 816-646-1555

SURVEYOR
RENESSANCE INFRASTRUCTURE CONSULTING
5015 W. Central Ex. Suite 100
Blue Springs, MO 64015
Phone: 816-510-0559

PROPERTY LAND OWNER
Belton Investors
3536 E. Pine #40 Road
Oak Grove, MO 64625

DEVELOPER
NORTH TRADING
3536 E. Pine #40 Road
Oak Grove, MO 64625

ENGINEER
ROTHMAN & JOHNSON, INC. CONSULTING
5015 W. Central Ex. Suite 100
Blue Springs, MO 64015
Phone: 816-520-0852
www.rjcc.com



LOCATION MAP
(Not to Scale)

INDEX OF SHEETS

- CC General Layout
- C22 Lining Corridor
- C23 Utility Plan
- LB1 Landscaping Plan

DEVELOPMENT INFORMATION

Total Land Area: 3.80 Acres
Lot 1 Area: 0.68 Acres
Lot 2 Area: 0.77 Acres
Tract A Area: 2.15 Acres

Total Number of Stalls (Including ADA Stalls): 66
Number of ADA Stalls: 4
Total Floor Area
Lot 1: 3,500 sq ft
Lot 2: 6,060 sq ft

Parking Note

Automobile stalls shall be 8' wide by 18' long.

Phasing Note

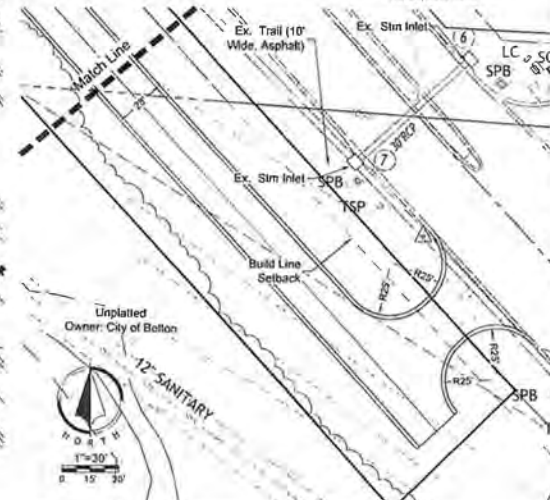
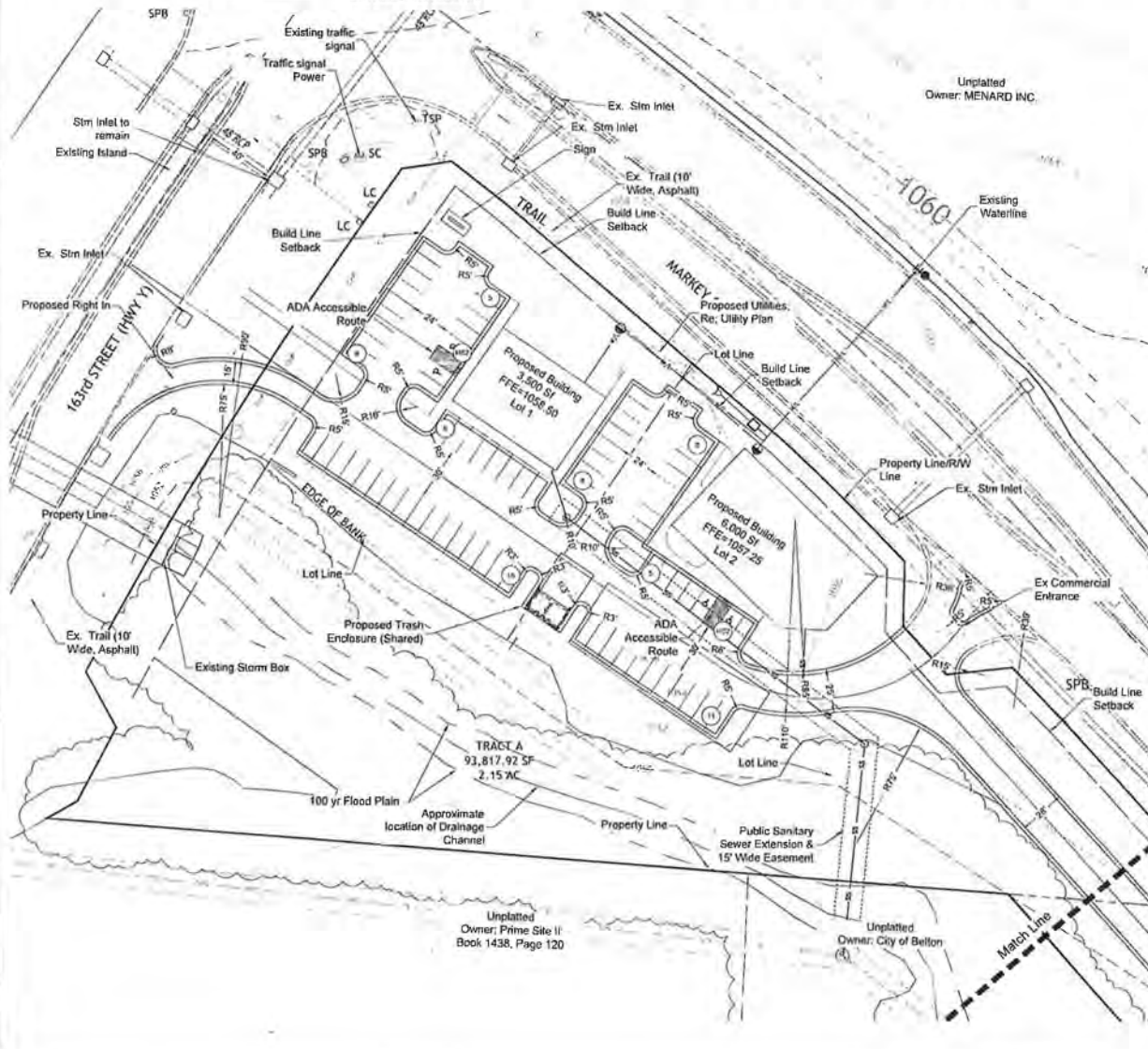
Phase 1: Lot 1 (Spring 2019)
Phase 2: Lot 2 & Drive Extension (Future)

Design and Construction Note

All improvements to public infrastructure shall be designed and constructed in accordance with the City of Belton Design and Construction Manual and the City of Belton Unified Development Code.

LEGAL DESCRIPTION

A tract of land in the Northwest Quarter and the Southwest Quarter of Section 12, Township 40 North, Range 33 West of the Fifth Principal Meridian, City of Belton, Cass County, Missouri, being more particularly described as follows: Commencing at the Southeast Corner of said Northwest Quarter, North 85 degrees 45 minutes 50 seconds West, along the South line of said Northwest Quarter, a distance of 250.44 feet to a point on the Westerly right-of-way line of Markey Parkway, as now established, said point being the True Point of Beginning; thence South 41 degrees 57 minutes 13 seconds East, along said Westerly right-of-way line, a distance of 184.38 feet; thence on a curve to the left, being tangent to the last described corner, having a radius of 710.00 feet, continuing along said Westerly right-of-way line, an arc distance of 10.59 feet; thence South 46 degrees 25 minutes 58 seconds West, a distance of 80.69 feet; thence North 41 degrees 57 minutes 13 seconds East, a distance of 300.38 feet to a point on said South line of the Northwest Quarter; thence North 85 degrees 45 minutes 50 seconds West, along said South line of the Northwest Quarter, a distance of 343.88 feet to a point on the Easterly right-of-way line of State Route "F" Highway, as now established; thence North 60 degrees 55 minutes 30 seconds East, along said Easterly right-of-way line, a distance of 19.83 feet; thence North 27 degrees 56 minutes 12 seconds East, continuing along said Easterly right-of-way line, a distance of 47.73 feet; thence North 23 degrees 14 minutes 48 seconds West, continuing along said Easterly right-of-way line, a distance of 35.62 feet; thence on a curve to the right, with an initial Tangent Bearing of North 28 degrees 50 minutes 12 seconds East, having a radius of 2764.83 feet, continuing along said Easterly right-of-way line, an arc distance of 334.21 feet; thence North 81 degrees 19 minutes 35 seconds East, continuing along said Easterly right-of-way line, a distance of 28.35 feet; thence South 52 degrees 25 minutes 52 seconds East, along said Westerly right-of-way line of Markey Parkway, a distance of 26.97 feet; thence South 48 degrees 58 minutes 15 seconds East, continuing along said Westerly right-of-way line, a distance of 205.52 feet; thence on a curve to the right, with an initial Tangent Bearing of South 47 degrees 33 minutes 22 seconds East, having a radius of 1323.60 feet, continuing along said Westerly right-of-way line, an arc distance of 97.12 feet; thence South 01 degrees 38 minutes 24 seconds West, continuing along said Westerly right-of-way line, a distance of 35.60 feet; thence South 41 degrees 59 minutes 11 seconds East, continuing along said Westerly right-of-way line, a distance of 36.48 feet; thence North 83 degrees 47 minutes 15 seconds East, continuing along said Westerly right-of-way line, a distance of 27.66 feet; thence South 43 degrees 57 minutes 32 seconds East, continuing along said Westerly right-of-way line, a distance of 40.87 feet; thence South 41 degrees 57 minutes 13 seconds East, continuing along said Westerly right-of-way line, a distance of 145.87 feet to the point of beginning and containing 105,673 square feet or 3.80 acres, more or less.



Sheet
C01

Final Development Plan
18-0283
Aspen Dental Belton

General Layout

1	GENERAL LAYOUT	6
2	LANDSCAPING PLAN	7
3	UTILITY PLAN	8
4	LINEING CORRIDOR	9
5	ASPHALTIC PAVEMENT	10
6	CONCRETE PAVEMENT	11
7	CONCRETE SIDEWALK	12
8	CONCRETE DRIVE	13
9	CONCRETE DRIVE	14
10	CONCRETE DRIVE	15
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92	CONCRETE DRIVE	97
93	CONCRETE DRIVE	98
94	CONCRETE DRIVE	99
95	CONCRETE DRIVE	100

Renaissance Infrastructure Consulting

1212 W. Main Street, Suite 100
Belton, Missouri 64604
Phone: 816-646-1555
www.rjcc.com



REVISIONS: 1. 01/15/2019 BY: J. B. (C) 2019 RJC CONSULTING

SECTION VI
B

DEVELOPMENTAL PLAN

BILL NO. 2019-40

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 11 – HEALTH AND SANITATION, ARTICLE IV – SOLID WASTE OF THE CODE OF ORDINANCES CITY OF BELTON, MISSOURI TO UPDATE THE SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE REGULATIONS.

WHEREAS, the Code of Ordinances City of Belton, Missouri was re-codified in October 2011; and

WHEREAS, the amendments outlined in **Exhibit A** bring the City’s solid waste, recyclable materials and yard waste code into compliance with the residential trash collection program and state laws; and

WHEREAS, City Staff has determined the code and guidance on management of solid waste, recyclable materials and yard waste for both residential needed to be updated and revised; and

WHEREAS, the amendments reflect the city-wide residential solid waste collection contract; and

WHEREAS, the City Council believes that the amendments and updates to Chapter 11 – Health and Sanitation, Article IV - Solid Waste of the Code of Ordinances City of Belton, Missouri are in the best interest of the citizens of the City.

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

- Section 1.** That Chapter 11 – Health and Sanitation, Article IV – Solid Waste is replaced to read in the form of **Exhibit A**, attached hereto and incorporated herein by reference.
- Section 2.** This Ordinance shall take effect and be in full force after passage and approval.
- Section 3.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2019.

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 ____, 2019, and thereafter adopted as Ordinance No. 2019-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of ____, 2019, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:
NOES:0 COUNCILMEN:
ABSENT: COUNCILMEN:

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

**BELTON CODE OF ORDINANCES
CHAPTER 11 – HEALTH AND SANITATION
ARTICLE IV – SOLID WASTE**

**SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE REGULATIONS
TABLE OF CONTENTS**

PURPOSE

DEFINITIONS

STORAGE, CARTS, AND DUMPSTERS

 General

 Residential

 Commercial

 Temporary Containers/Receptacles (rental dumpsters)

COLLECTION

 General

 Residential

 Service Charge/Billing

 Commercial

TRANSPORTATION AND DISPOSAL

 General

 Vehicles

RULES, REGULATIONS, PROHIBITIONS, VIOLATIONS

 Administration of the Chapter

 Promulgation of Rules and Regulations

 Additional Prohibited Practices

 Anti-Scavenger Provision

 Inspections by the Authorized Agent, Notice of Violation, Appeal

 Public Nuisance Violation by Code Enforcement Officer

SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE REGULATIONS PURPOSE

HEALTH AND SAFETY

The City of Belton strives to promote a clean, healthy, and safe community with effective and efficient management of solid waste, recyclable materials, and yard waste as an important component of community health. The Missouri Department of Natural Resources has regulations and promotes programs to ensure solid waste is managed in such a way that protects both public health and the environment in Missouri. The primary goals of Missouri's and Belton's solid waste management program is to increase material reuse and recycling from all solid waste sources, residential and commercial, and to reduce disposal of trash in landfills and illegal dumping. The scope of Belton's solid waste, recyclable materials, and yard waste regulations and programs covers residential and commercial solid waste within the jurisdictional limits of the City of Belton, Missouri.

CENTRALIZED RESIDENTIAL TRASH COLLECTION

After experiencing problems with illegal dumping, trash collection problems causing public nuisances, lack of focus on recycling, wide disparity in trash collection costs, and overburden of City infrastructure from multiple haulers, the Belton City Council studied the benefits of a centralized residential trash collection program. The City Council believes that the centralization and standardization of the collection of residential solid waste, recyclable materials, yard waste, and Christmas trees will assist in a) eliminating duplicate services, b) reducing large truck traffic and associated wear and tear on residential streets, c) promoting uniformly high quality practices and operating standards, d) encouraging recycling, e) encouraging compliance by all trash producers, and f) reducing costs to the community for trash service.

SPECIAL SOLID WASTE MANAGEMENT PROGRAMS AND RESTRICTIONS

In addition to the collection of solid waste, recyclable materials, and yard waste, the City promotes the proper management of bulky waste, old/scrap tires, batteries, household hazardous waste, electronic waste, and infectious/medical waste.

SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE REGULATIONS 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:

Agriculture waste means solid waste that is generated by the rearing or harvesting of animals, or the producing or harvesting of crops or trees; also classified as “Commercial Waste.”

Approved incinerator means an incinerator which complies with all current regulations of the City and the Missouri Department of Natural Resources.

Ashes means residue resulting from the combustion of coal, wood, coke, or other combustible materials, including residue from incineration of solid waste.

Authorized agent means the Belton Director of Public Works or a person designated by the Director of Public Works.

Automated collection route means the route for which the authorized agent or a hauler deems suitable to use an automated collection truck.

Banned/exempt waste means materials banned from disposal in a solid waste disposal area under the provisions of the state statutes and currently include ash, biological waste, biomedical waste, construction/demolition debris, contaminated waste, hazardous waste, industrial waste, sludge, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, used oil, used tires, those wastes under the control of the Nuclear Regulatory Commission, and other materials whose size, weight, or both are in excess of that allowed for bulky waste as defined herein.

Battery or lead-acid battery means a battery designed to contain lead and sulfuric acid with a nominal voltage of at least six volts and of the type intended for use in motor vehicles and watercraft.

Biomedical Waste means waste generated from biological and medical sources and activities, such as the diagnosis, prevention, or treatment of diseases; including but not limited to any material that contains or has been contaminated by biohazardous agents, petri dishes, surgical wraps, culture tubes, syringes, needles, blood vials, absorbent material, personal protective equipment and pipette tips.

Brown Goods means relatively light electronic consumer durables such as TVs, radios, digital media players, computer monitors, and computers.

Bulky Waste means those wastes that may require special handling and management including, but not limited to, white goods, brown goods, furniture, and other similar items including materials resulting from minor home repairs. Bulky waste does not include items herein defined as garbage, construction/demolition debris, or banned/exempt waste.

Business waste, see “Commercial Waste.”

Cart means plastic trash receptacle with a capacity of less than 100 gallons, on wheels, intended to be mechanically dumped into a garbage truck.

City means the City of Belton, Missouri.

Collection means the process whereby solid waste, yard waste, and recyclable materials are removed and transported to the appropriate designated disposal facility. Collection shall exclude the process of picking up, transporting, and dropping off banned/exempt waste.

Collection route means the route a hauler follows to collect solid waste, recyclable materials, and yard waste from customers.

Commercial dumpster means varying appropriately-sized receptacles for storage of commercial solid waste.

Commercial entity means multi-family dwelling units greater than four (4) units, as well as all retail, professional, agricultural, wholesale, institutional, lodging, and industrial facilities, and any other commercial enterprises offering goods or services to the public located in the service area.

Commercial waste consists of waste from agricultural, business, industrial premises used mainly for the purposes of a trade or business, or for the purpose of sport, recreation, education or entertainment, but excluding household waste from a residential/dwelling unit.

Community cleanup event means an event hosted and managed by an association/organization for solid waste and recyclable materials collection for white goods, brown goods, and where no household hazardous waste is accepted.

Composting means a controlled process of microbial degradation of organic material into a stable, nuisance-free, humus-like product.

Construction/demolition debris (CDD) means solid waste generated during construction, remodeling, repair, or demolition of pavements, houses, commercial buildings or any other structures. CDD includes, but is not limited to, lumber, wire, sheetrock, brick, shingles, glass, pipes, concrete, paving materials, metals, and plastics.

Contaminated materials means any improperly prepared recyclables (i.e. unwashed, uncleaned or uncompressed) or any commingling of solid waste, recyclable materials, yard waste, or banned/exempt materials.

Container means a receptacle other than a cart which is used for storing solid waste, recyclable materials, or yard waste.

Designated disposal site means a facility designated for solid waste in a licensed landfill per Missouri Department of Natural Resources regulations.

Dwelling unit means one or more rooms constituting all or part of a building and that are arranged, designed, or used exclusively as a single housekeeping unit for one family which may include cooking, living, sanitation, and sleeping facilities. (Per 34-145 of UDC)

Excluded residential dwelling units means any multi-family dwelling units greater than four (4) units, as well as residential dwelling units within a community that has private streets, private street lights, total maintenance provided including street maintenance, cleaning, snow removal, yard maintenance, home exterior maintenance including painting and roof replacement, and sidewalk snow removal.

Garbage means putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving, or consumption of food.

Hardship means residents who have been determined by their doctor and have provided appropriate medical documentation certifying the household is physically unable to transfer their cart to the curb line. Accordingly, once hardship is approved, the resident shall place their solid waste, recyclable materials, and yard waste in approved containers at the front of the main structure. Note: the hauler will return carts to the original point of placement of the hardship customer's residence. It is the responsibility of the resident to store the carts appropriately in accordance with the City's Code of Ordinances.

Hauler means the business entity that has the legal duty to ensure compliance with City regulations to collect, transport, and dispose of solid waste, recyclable materials, and yard waste.

Hazardous waste means any waste or combination of wastes which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may pose a threat to the health of humans or the environment. Examples include pesticides, acids, caustics, infectious wastes, flammable or explosive materials, oils and solvents, similar chemicals and materials, and the containers and materials that have been contaminated with hazardous waste.

Household hazardous waste means hazardous waste in small amounts as determined by regulations of the Missouri Department of Natural Resources setting the maximum amount of various substances. Commonly, household hazardous waste is generated by residents at their home, which may require special handling and management. Items include, but not limited to, paint, cleaners, lawn and garden products, automotive fluids, bug sprays, fluorescent lights, medications, batteries, and other chemical products.

Industrial waste, see "Commercial waste."

Institutional waste, see "Commercial waste."

Institutional places means cemeteries, community centers, convalescent homes, hospitals, libraries, museums, fine art centers, religious institutions, senior centers, social services, schools, and similar community services.

Large household items mean those items other than normal household trash including, but not limited to: appliances, furniture, and any other items which cannot be safely and conveniently loaded into a solid waste transportation vehicle. Specifically excluded are concrete and bricks, vehicle parts, tires, abandoned cars and car parts, whole trees, pianos, lawn mowers and construction materials.

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Occupant means any person who alone, jointly, or severally with others is in actual possession of any dwelling unit or of any other improved real property, either as owner or as a tenant, and is required to utilize a specified hauler for waste services.

Processing means incinerating, composting, baling, shredding, salvaging, compacting, and other processes whereby solid waste, recyclable materials, or yard waste characteristics are modified or quantity is reduced.

Rear loaded collection route means the route for which the authorized agent or a hauler deems suitable to use a rear loaded collection truck.

Recovered materials means those materials which have been diverted or removed from the solid waste stream for sale, use, reuse, or recycling, whether or not they require subsequent separation and processing.

Recyclable materials means those items that can be reprocessed for reuse. Recycling processes change from time to time impacting what items can be reprocessed for reuse. Recyclable materials are certain types of aluminum cans, foil and pans, steel cans, empty aerosol cans, cardboard, paper, including newspaper, junk mail, office paper, magazines, and phone books, cartons, and plastic bottles and containers. The current list of recyclable materials accepted by the City's hauler can be found on the City's website, the hauler's website, and at City Hall.

Recyclable materials processing site means a facility designated for recyclable materials in a recycling process facility.

Recycling means the separation of reusable materials which might otherwise be disposed of as solid waste in accordance with the guidelines of the designated provider of services.

Residential/dwelling unit means any single home, two (2) family unit, four (4) family unit, all condominiums/town homes up to four (4) units per building, and all apartment complexes up to four (4) units per building serviced with individual cars.

Resource recovery means a process by which recyclable and recoverable material is removed from the waste stream to the greatest extent possible for reuse or remanufacture.

Sanitary landfill means a solid waste disposal area which accepts commercial and residential solid waste and is designed to prevent either pollution of the environment or the creation of health hazards.

Solid waste means garbage, refuse, and other discarded materials consisting of everyday items that are discarded by the public.

Solid waste disposal area means any area used for the disposal of solid waste from more than one identical premise or one or more commercial, industrial, manufacturing, recreational, or governmental operations.

Solid waste management means the entire solid waste system of storage, collection, transportation, processing, and disposal.

Solid waste processing facility or processing facility means a) an incinerator which operates with or without energy recovery, b) a solid waste composting plant or co-composting plant, c) a transfer station, or d) any other facility where solid wastes are consolidated, temporarily stored or salvaged, and processed prior to being transported to a final disposal or resale site.

Sludge means thick, soft, wet mud or a similar viscous mixture of liquid and solid components, especially the product of an industrial or refining process (dirty oil, mud, muck, silt, etc.).

Special item pick-up means large household items or special roll-off service independent of services provided via services contracted with the City, which require special pick-up outside the timeframe of scheduled curbside pick-up. Residents/occupants schedule special item pick-ups directly with the hauler and are billed directly by the hauler.

Storage means keeping, maintaining, or storing solid waste, recyclable materials, or yard waste from the time of its production until the time of its collection.

Transportation means the transporting of solid waste, recyclable materials, or yard waste from the place of collection or processing to a processing facility or disposal area.

White goods means clothes washers and dryers, water heaters, trash compactors, dishwashers, microwave ovens, conventional ovens, ranges, stoves, air conditioners, refrigerators and freezers.

Yard waste means leaves, grass clippings, shrub prunings, small tree limbs, weeds, and yard and garden vegetation. The term does not include stumps, roots, or shrubs with intact root balls.

SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE REGULATIONS STORAGE, CARTS, AND DUMPSTERS

GENERAL

1. All persons owning or occupying any dwelling unit or any institutional, commercial, agricultural, or business establishment within the corporate limits of the City shall store or, in the case of a tenant-occupied structure, ensure the storage of all solid waste, recyclable materials, and yard waste and keep the surrounding area in a clean, neat, and sanitary condition at all times prior to collection.

RESIDENTIAL

1. Solid waste shall be stored in a standard cart provided by the City or its contractor. The City or its contractor shall supply one solid waste cart per residential unit. The cart must be completely filled before any allowance is given for collection of solid waste outside the cart. If a residence has more solid waste than can fit into the standard cart, non-putrescible items may be placed in plastic bags that affixed with the proper excess solid waste tag, which may be obtained from the City or its contractor, or placed in compact, neatly stacked or stored piles next to the solid waste cart.
2. Recyclable materials shall be stored in a standard cart (usually with a different color lid) supplied by the City or its contractor, if the City or its contractor determine that single source, curbside recycling is prudent. ~~The City or its contractor shall supply one recycle cart per residential unit. The cart must be completely filled before any allowance is given for collection of recyclable materials outside the cart. If a residential unit has more recyclable materials than can fit into the standard cart, additional items may be placed in plastic bags or placed in compact, neatly stacked or stored piles next to the recycle cart.~~
3. Property owners or occupants shall use the carts provided by the City or its contractor for storage of solid waste and recyclable materials to prevent overflow or obnoxious odor between times of collection and shall maintain the premises in accordance with the provisions of this chapter.
4. Solid waste, recyclable materials, and yard waste shall be segregated as prescribed by the authorized agent.
5. The City- or its contractor-provided carts are the property of the City or its contractor and shall not be removed from the property to which provided.
6. Property owners or occupants shall keep carts clean and if in need of repair due to normal wear and tear, shall report to the authorized agent for replacement. Property owners or

occupants are responsible to buy a replacement cart for any damages other than normal wear and tear.

7. Property owners or occupants shall store carts and containers out of sight in the rear yard, garage, or attached carport unless otherwise approved by the authorized agent.
- ~~7. There is no limit to the amount of solid waste or recyclable materials collected; however, residents are required to fill the carts prior to storing materials outside the cart except in cases where a single item will not fit in the cart.~~
8. No single solid waste or recyclable item shall weigh in excess of 60 pounds.
9. Yard waste shall be stored in biodegradable paper bags supplied by the resident.

COMMERCIAL

1. Commercial dumpsters used by commercial entities shall be durable, metal, rust-resistant, nonabsorbent, leak-proof, watertight, easily washable, and shall have tight-fitting covers which shall remain closed except when depositing waste therein or removing the contents thereof. The containers shall have adequate handles or bails to facilitate collection. These commercial dumpster regulations apply to both solid waste and recyclable materials.
2. Commercial dumpsters which are visible from any adjacent applicable public street shall be screened from view (100 percent opacity) with an enclosure of a minimum of six foot height. Such screens and enclosures shall be treated as integral elements of the building's appearance and shall be designed and constructed as such.
3. The commercial dumpster/container enclosure shall be constructed at the expense of the property owner and shall be placed so as not to constitute a nuisance to adjacent properties according to the standards in the Unified Development Code – Landscaping and Screening, Section 22-9.
4. If a commercial entity chooses not to utilize a commercial dumpster, then a maximum of four (4) exterior containers, each up to 100 gallon capacity, shall be allowed in the rear of the establishment. All requirements herein stated for commercial dumpsters apply to the exterior containers.
5. The owners of all shopping centers or commercial establishments within the limits of the City are required to provide adequate waste receptacles/containers for customer/public use. Said containers shall be emptied and maintained by the commercial entity according to the City codes to prevent unsafe and unsanitary conditions.
6. Service gates for each commercial dumpster/container screening enclosure shall be closed at all times except when removing the contents thereof.
7. All grounds and areas near commercial dumpsters/containers shall be kept clear of debris and clean at all times.

8. All new construction or redevelopment of over twenty-five percent (25%) of the structure shall be required to place the commercial dumpster/container and surrounding enclosure on a fully paved surface. All commercial dumpsters/containers and surrounding enclosures shall be well drained and fully accessible to collection equipment, public health personnel, and fire inspection personnel.
9. If the commercial entity has routine excessive solid waste or recyclable materials as determined by the authorized agent, the entity may be required to schedule more than one pick-up service per week or obtain a larger or additional dumpster/container.

TEMPORARY CONTAINERS/RECEPTACLES (RENTAL DUMPSTERS)

Temporary containers/receptacles are located and permitted under conditions set forth in the Unified Development Code -Temporary uses, Section 38-9.

**SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE REGULATIONS
COLLECTION**

GENERAL

1. In order to promote the safety, health, and welfare of the citizens of the City and to prevent littering, vermin infestation, decay, disease, putrid or obnoxious odors, and other unsanitary or unwelcome conditions, all residents shall ensure the regular collection of solid waste, recyclable materials, and yard waste from their property through the City or its contractor.
2. Properties with no occupancy and no water service are exempt from solid waste, recyclable materials, and yard waste collection and service charges.
3. The City of Belton may provide for the collection of all residential solid waste, recyclable materials, and/or yard waste in the City, provided however, that the City may provide the collection service by contracting with a person, county, or other city or a combination thereof, for the entire City or portions thereof, as deemed to be in the best interests of the City.
4. The City may, at its discretion, provide commercial solid waste, recyclable materials, and/or yard waste collection services upon specific application of the owners or persons in charge thereof. However, in the event that such application is not made or approved, it shall be the duty of such establishments to provide for collection of all solid waste produced upon any such premises. Commercial establishments are encouraged to engage in recyclable materials and yard waste collection, as applicable.
5. No person or business entity shall engage in the business of collecting solid waste, recyclable materials, or yard waste without having first obtained a business license as provided in Chapter 6 of the Code of Ordinances.
6. Haulers shall be responsible for the collection of solid waste, recyclable materials, and yard waste from the point of collection to the transportation vehicle, provided the materials were stored and placed in compliance with this chapter. Any spillage or blowing litter caused as a result of the duties of the hauler shall be collected and placed in the transportation vehicle by the hauler.
7. All solid waste, recyclable materials, and yard waste collected shall, upon being loaded into collection equipment, become the property of the hauler.
8. The owner or occupant of any premises where solid waste or recyclable materials is generated shall separate banned/exempt materials from all other solid waste, recyclable materials, or yard waste and shall be personally responsible for making separate provisions for disposal of these materials either through a City-licensed hauler or a state-approved processing facility.

9. If banned/exempt materials are collected, the hauler must make provisions for lawful disposition of same at the sole cost of the hauler and provide proof of such lawful disposition to the authorized agent.
10. All haulers operating under contract with the City, commercial entity, or an individual, are hereby authorized to enter upon private property for the purpose of collecting solid waste, recyclable materials, and yard waste thereon as required by this chapter. Haulers shall not enter dwelling units or other residential buildings for the purpose of collecting residential solid waste, recyclable materials, and yard waste. Commercial solid waste may be removed from within commercial establishments upon request of the owner or operator.
11. Haulers shall notify residents and the authorized agent of any item(s) not picked up on their collection day that are determined to be a potential contaminant. Examples of such contamination for solid waste include unacceptable materials or household hazardous waste and for recyclable materials may include materials not allowed in the recycling stream. Contamination may also include the presence of materials which render the recyclables hazardous or not marketable such as broken glass or the presence of any banned/exempt materials.
12. The City and its contractor may provide pre-scheduled curbside collection or a drop-off location of items originating in Belton from residential dwellings. The City, at its discretion, may also provide pre-scheduled curbside collection or a drop-off location of items from commercial properties with a Belton address.

RESIDENTIAL

1. Curbside collection of solid waste and recyclable materials shall be collected once a week, on a pre-scheduled and designated day, from all residential dwellings.
2. Yard waste shall be collected once a week, on a pre-scheduled and designated day, ~~between March 1 and December 31~~ on the regularly scheduled collection day, unless otherwise agreed to by the City and its contractor.
- ~~2. Yard waste collection shall be limited to ten (10) biodegradable paper bags or bundles no larger than 18" in diameter, 36" long, and no more than sixty (60) pounds, unless otherwise agreed to by the City and its contractor, unlimited, as long as it can be verified that the yard waste originates only from the resident's property from which it is collected. Yard waste must be separated from solid waste and recyclable materials. Yard waste must be placed in biodegradable paper bags that do not exceed 60 pounds each. Limbs/brush must be bundled with twine or rope with the bundle no larger than 18" diameter, 36" long, and no more than 60 pounds.~~
- ~~3.~~
3-4. Christmas trees shall be collected once a week during the month of January on the regularly scheduled collection day. Christmas trees must be cut in half if the length is greater than eight (8) feet and all decorations removed.

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- 4.5. Collection days are determined by the City and if needed, may be changed to maintain compliance with this chapter.
- 5.6. All solid waste, recyclable materials, and yard waste shall be placed for collection not earlier than 12 hours prior to the scheduled collection day and no later than 7:00 a.m. of the scheduled collection day. All carts must be removed from the collection point by 7:00 a.m. of the day following collection day.
- 6.7. It shall be unlawful to place solid waste, recyclable materials, or yard waste for collection at a time outside the time period for a scheduled collection or in accordance with recommendations from the authorized agent.
- 7.8. All solid waste, recyclable materials, and yard waste shall be placed a) at the curbside or edge of driveway, facing the street or alley, in a location easily accessible by a collection truck, b) not blocking the flow of traffic, c) not placed on sidewalks, and d) not interfering with the line-of-sight for traffic.
- 8.9. The authorized agent may grant an exception to the curbside placement requirement in this section in the case of hardship and physical limitations of the resident. If the authorized agent grants an exception, the resident shall place all approved solid waste, recyclable materials, and yard waste at the front of the main structure, as set out in the written exception.
- 9.10. Residents are responsible for ensuring all doors or similarly dangerous enclosures are removed from all appliances prior to placement at the curb for special item pick-up. If the item is scavenged prior to pick-up, the resident will not be charged.

SERVICE CHARGE/BILLING

A service charge shall be imposed for the collection and disposal of solid waste and yard waste for residential dwelling units. Said residential services include weekly collection of solid waste and yard waste, as well as curbside bulky pick-up (one time per month—on date set by contractor). Beginning July 22, 2019, the cost for residential service is a flat fee of \$15.61 per month for any active residential account with one trash cart. A second trash cart is available for residents by request. The cost of a second cart is an additional flat fee of \$4.90 per month.

The service charge for residential solid waste 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 one time per month), 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.

A service charge may 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 (2x/year dates to be specified). Beginning January 1, 2018, the cost for residential service is \$12.41 per month.

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 2x/year), residents shall contact the hauler and the hauler will bill residents directly for this service.

All unpaid service charges shall become delinquent twenty (20) days following the date of the assessment and will incur a ten percent (10%) penalty per month on any outstanding balance.

COMMERCIAL

1. All commercial entities and their private hauler are encouraged to engage in recycling collection services in addition to solid waste collection.
2. All commercial entities and their private hauler must adhere to all federal, state and local regulations for such services.

SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE REGULATIONS TRANSPORTATION AND DISPOSAL

GENERAL

1. It shall be unlawful for any person to establish, operate, or maintain a permanent solid waste or recyclable storage area or facility for solid waste, recyclable materials, or yard waste within the City without a valid business license from the City.
2. It shall be unlawful for any person to engage in the business of collecting, transporting, processing, or disposing of solid waste without a valid business license from the City.
3. It shall be unlawful for any person to dispose, dump, deposit, or leave any solid waste or any recyclable material in or at any disposal site other than those sites designated by the authorized agent and the Missouri Department of Natural Resources or to deposit solid waste in any solid waste container other than his/her own.
4. It shall be unlawful for any person to interfere in any manner with collection and transportation equipment or with haulers in the lawful performance of their duties as such, whether such equipment or haulers shall be those of the City or those of a solid waste collection agency.
5. It shall be unlawful for any person to burn or to allow to be burned solid waste or recyclable materials on his/her property unless an approved incinerator is provided or unless a permit has been obtained from the Missouri Department of Natural Resources.
6. All solid waste, recyclable materials, and yard waste shall be deposited at a processing facility or disposal site approved by the Missouri Department of Natural Resources and complying with all requirements of the Missouri Solid Waste Management Law, RSMo Sections 260.200 to 260.245 and the rules and regulations adopted thereunder.
7. If the authorized agent classifies certain wastes as hazardous wastes it will require special transportation and disposal handling. It shall be disposed of only in a manner acceptable to the authorized agent and which meets all local, state, and federal regulations.

VEHICLES

1. All hauler vehicles shall display the company name, address, type of waste being picked up, and a unique vehicle identification number or numbers on each side of the vehicle. Such information shall be clearly legible.
2. All hauler vehicles shall comply with all applicable state laws and regulations regarding motor vehicle operation, including insurance, and with provisions of these regulations. No

advertising except approved program promotion and the identifying information of the hauler shall be permitted on the vehicles.

3. All vehicles to be used in the collection of solid waste, recyclable materials, and yard waste will be kept and maintained in a clean and sanitary condition, and shall be so constructed, maintained and operated as to prevent spillage. In addition, all vehicles used for the collection of solid waste shall be constructed with water-tight bodies and with covers of metallic or other rigid, impervious material, or in the alternative, the entire bodies shall be enclosed, with only loading hoppers exposed. No solid waste, recyclable materials, or yard waste shall be transported in the loading hoppers.

**SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE REGULATIONS
RULES, REGULATIONS, PROHIBITIONS AND VIOLATIONS**

ADMINISTRATION OF THE CHAPTER

This chapter shall be administered by the authorized agent and his/her designee. The authorized agent is hereby authorized and directed to prescribe additional rules and regulations consistent with this chapter for the purpose of making the chapter fully and completely effective. This shall include, but not be limited to, the location of all solid waste and recyclable materials carts and/or containers.

PROMULGATION OF RULES AND REGULATIONS

1. The City shall make, amend, revoke, and enforce reasonable and necessary rules and regulations, but not limited to, governing the
 - a) preparation, drainage, and wrapping of garbage and depositing it in solid waste or recyclable materials carts and/or containers;
 - b) specifications for solid waste, recyclable materials, or yard waste carts and/or containers, including the type, composition, equipment, size, and shaper thereof;
 - c) identification of solid waste, recyclable materials, or yard waste carts and/or containers and the covers thereof, and equipment pertaining thereto, if any;
 - d) weight limitations on the combined weight of solid waste, recyclable materials, or yard waste carts and/or containers and the contents thereof;
 - e) weight and size limitations on items too large for solid waste carts and/or containers;
 - f) storage of solid waste, recyclable materials, or yard waste in solid waste, recyclable materials, or yard waste carts and/or containers;
 - g) sanitation, maintenance, and replacement of solid waste, recyclable materials, or yard waste carts and/or containers;
 - h) schedules and routes for collection and transportation of solid waste, recyclable materials, or yard waste;
 - i) collection points of solid waste, recyclable materials, or yard waste carts and/or containers;
 - j) collection, transportation, processing, and disposal of solid waste, recyclable materials, or yard waste;
 - k) processing facilities and fees for the use thereof;
 - l) disposal facilities and fees for the use thereof;
 - m) records of quantity and type of wastes received at processing or disposal facilities;
 - n) handling of special wastes such as toxic waste, sludge, ash, agriculture, construction, bulky items, tires, automobiles, oil, grease, etc.
2. A copy of any and all rules and regulations made and promulgated under the provisions hereof shall be filed in the office of the City Clerk.

ADDITIONAL PROHIBITED PRACTICES

1. It shall be unlawful for any person or entity to deposit solid waste in any solid waste container other than his/her own.
2. It shall be unlawful for any person or entity to dump or otherwise deposit or cause, permit, suffer, or allow the dumping or depositing of any solid waste, garbage, yard waste, litter, or any other offensive or disagreeable thing in any public place, public building or market, or on or along any sidewalk, street, alley, boulevard, highway, right-of-way, viaduct, tunnel, park, parkway, or upon any private property, or in any container located thereon without the consent of the owner of the property.
3. It shall be unlawful for any person or entity to dump or deposit or cause, permit, suffer, or allow the dumping or depositing of solid waste or garbage in any City litter can or basket upon any street.
4. Evidence showing any three or more items found in such solid waste, garbage, yard waste, or litter to be identifiable or traceable to a specific individual shall constitute prima facie evidence that such solid waste, garbage, yard waste, or litter was under the control of that individual as was so dumped or deposited where subsequently found with that individual's knowledge and consent.

ANTI-SCAVENGER PROVISION

It shall be unlawful for persons or entities not licensed by the City and not under contract with the City, owner or occupant to open a cart or dumpster or go through the contents of a bag placed at the residential curbside or upon a commercial property. Those person or entities licensed and contracted shall have a limited authority to examine contents of a cart or bag for purpose of determining if banned/exempt materials are contained therein. Items placed at the curbside or next to a commercial dumpster that are in plain site may be secured by a licensed hauler for scrap or reuse.

INSPECTIONS BY THE AUTHORIZED AGENT, NOTICE OF VIOLATION, APPEAL

1. In order to ensure compliance with the laws of this state, this article and the rules and regulations authorized herein, the authorized agent and his/her designee is authorized to inspect all phases of solid waste management within the City. No inspection shall be made in any residential unit unless authorized by the occupant or by due process of law.
2. In all instances where such inspections reveal violation(s) of this article, the rules and regulations authorized herein for the storage, collection, transportation, processing, or disposal of solid waste, recyclable materials, or yard waste, or the laws of the state, the authorized agent shall issue notice for each such violation stating therein the violation(s) found, the time and date, and the corrective measure to be taken, together with the time in which such corrections shall be made.

3. Appeals of any decision of the authorized agent governed by this section shall be made to the City Manager or his/her authorized designee. A written notice of appeal must be filed with the City Clerk within 30 days after the decision of the authorized agent. The City manager or his/her authorized designee shall hear all evidence and based on the preponderance of evidence shall, in writing, uphold, reverse, or modify the decision appealed within 90 days after the filing of the notice of appeal. The City Manager's decision shall be final.

PUBLIC NUISANCE VIOLATION BY CODE ENFORCEMENT OFFICER

In addition to the authority given to the authorized agent under this chapter, the Code Enforcement Officer has the authority under the regulations in Chapter 14 - Nuisances to determine violations, issue violation notices, issue a summons to appear in municipal court, commence abatement, and charge cost of abatement to the owner of the property. See the City of Belton Code of Ordinances, Chapter 14, Section 14.1 to 14.10.

SECTION VI

C

BILL NO. 2019-41

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT WITH CASS COUNTY FOR COLLECTION OF CITY PROPERTY TAXES.

WHEREAS, the most recent contract for tax collection between the City and the Cass County Collector of Revenue was approved October 13, 2009 with Ordinance 2009-3576; and

WHEREAS, the City of Belton believes that it is beneficial for the Cass County Collector of Revenue to bill and collect annual taxes, including but not limited to, real and personal property taxes, for and on behalf of the City; and

WHEREAS, the newly elected Cass County Collector of Revenue has requested that the City approve an updated Tax Collection Agreement with his office.

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

Section 1. That an agreement for collection of City property taxes by the Cass County Collector is hereby approved and the Mayor is authorized and directed to execute the agreement on behalf of the City. The agreement shall be attached and considered part of this ordinance.

Section 2. That the agreement 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 _____, 2019.

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 ____, 2019, and thereafter adopted as Ordinance No. 2019-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of ____, 2019, 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

TAX COLLECTION AGREEMENT

The parties to this Tax Collection Agreement are the City of Belton, Missouri ("City"); and Cass County, Missouri, through the Cass County Commission ("Commission") and Chris Molendorp, Cass County Collector ("Collector").

WHEREAS, the City and County are authorized under Article VI, Section of the Missouri Constitution and Sections 50.332 and 70.220, RSMo, to enter into certain cooperative agreement for collection of taxes;

WHEREAS, the parties believe it to be mutually advantageous for the County to collection taxes for the City for an agreed compensation.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by the parties as follows:

1. The County agrees to create, on behalf of the City, tax billing amounts relating to all real and personal property located within the City boundaries. Such billing amounts are to be included and identified separately on tax bills generated on taxable property within the boundaries of the City.
2. The County, through the Collector, hereby agrees to bill and collect, on behalf of the City, all taxes due and owing the City for taxable property within the boundaries of the City.
3. The County agrees that the City shall have access during reasonable times, and under the supervision of the Collector, to records relating to the City taxes accumulated under the tax collection system.
4. The Collector agrees to remit to the City the receipts due the City at the same time the Collector remits other receipts similarly collected on behalf of other cities with the County, provided however, that there shall be a remittance to the City at least once per month at which time the Collector shall provide a Statement of Monthly Collections and Distribution Report.
5. The City shall fix its ad valorem property tax rates in accordance with the timeframe established by Section 67.110, RSMo.
6. The parties agree that the Collector shall have the responsibility for collection of all current and delinquent real and personal property taxes, including penalties interest, and fees. Such collection shall be conducted in accordance with applicable law.
7. Sections 67.398 and 71.285, RSMo authorize a city to recover nuisance abatement costs by certifying them for addition to the annual real estate tax bill. The City agrees that if it intends to request that certain nuisance abatement costs be added to an annual real estate tax bill, it shall submit to the Collector no later than September 1st a Nuisance Abatement Cost Certification in a form provided by the Collector.

8. The Collector shall withhold a sum equal to 3.5% of all taxes, penalties and fees collected by the Collector on behalf of the City as compensation for the services herein provided and such sum shall be deposited in the Cass County general revenue fund.
9. The penalty authorized by Section 52.290, RSMo for delinquent taxes shall be retained by the County and distributed as provided therein.
10. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof.
11. Any party may terminate this Agreement at any time for any reason upon thirty (30) days' written notice to the other party.
12. The parties do not intend to confer any benefit hereunder on any person, firm or other entity other than the parties hereto.

In WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date last signed by the parties.

[Remainder of page intentionally left blank]

Cass County, Missouri:

Bob Huston
Presiding Commissioner
Date: _____

ATTEST:

Jeff Fletcher
County Clerk

Cass County Collector:

Chris Molendorp
Date: _____

City of _____, Missouri:

Name: _____
Title: _____
Date: _____

ATTEST:

Name: _____
City Clerk

SECTION VI

D

BILL NO. 2019-42

ORDINANCE NO.

AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE UNIFIED DEVELOPMENT CODE INCLUDING CHAPTER 1 - GENERAL PROVISIONS, SECTION 1-5 – GENERAL DEFINITIONS; AND CHAPTER 40 – USE-SPECIFIC STANDARDS – RESIDENTIAL, COMMERCIAL, OTHER, SECTION 40-1 (h) – USE-SPECIFIC STANDARDS - APPLICABILITY; SECTION 40-4 (15) – USES SUBJECT TO CONDITIONS.

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

WHEREAS, in November 2018, the voters of the State of Missouri approved an amendment to Article XVI of the State Constitution establishing a Right to Access Medical Marijuana and allowing for the limited legal production, distribution, sale, and purchase of marijuana for medical use; and

WHEREAS, the City desires to amend the UDC to clarify regulations regarding medical marijuana in accordance with the purposes of the State Constitution; and

WHEREAS, the City desires to protect the public health and safety by establishing reasonable regulations on Medical Marijuana related businesses regarding noise, air quality, neighborhood safety, security, and other health and safety concerns; and

WHEREAS, a public meeting was advertised in The Cass County Democrat on Friday, May 17, 2019. The public meeting was held to receive public comment on the multiple text amendment changes in various chapters on June 3, 2019. The Planning Commission voted 7-0 to recommend approval to the City Council; and

WHEREAS, the City Council believes the various text amendment changes in various chapters are in the best interest of the citizens.

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

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

Sec. 1-5. – General Definitions

“Marijuana” or “Marihuana” means Cannabis indica, Cannabis sativa, and Cannabis ruderalis, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well

as resin extracted from the plant and marijuana-infused products. “Marijuana” or “Marihuana” do not include industrial hemp containing a crop-wide average tetrahydrocannabinol concentration that does not exceed three-tenths of one percent on a dg weight basis, or commodities or products manufactured from industrial hemp.

“Medical Marijuana Cultivation Facility” means a facility licensed by the Missouri Department of Health and Senior Services, to acquire, cultivate, process, store, transport, and sell marijuana to a Medical Marijuana Dispensary Facility, Medical Marijuana Testing Facility, or to a Medical Marijuana-Infused Products Manufacturing Facility.

“Medical Marijuana Dispensary Facility” means a facility licensed by the Missouri Department of Health and Senior Services, to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for in this section to a Qualifying Patient, a Primary caregiver, another Medical Marijuana Dispensary Facility, a Medical Marijuana Testing Facility, or a Medical Marijuana-Infused Products Manufacturing Facility.

“Marijuana-Infused Products” means products that are infused with marijuana or an extract thereof and are intended for use or consumption other than by smoking, including, but not limited to, edible products, ointments, tinctures and concentrates.

“Medical Marijuana-Infused Products Manufacturing Facility” means a facility licensed by the Missouri Department of Health and Senior Services, to acquire, store, manufacture, transport, and sell marijuana-infused products to a Medical Marijuana Dispensary Facility, a Medical Marijuana Testing Facility, or to another Medical Marijuana-Infused Products Manufacturing Facility.

“Medical Marijuana Testing Facility” means a facility certified by the Missouri Department of Health and Senior Services, to acquire, test, certify, and transport marijuana.

“Transportation Facility” means a facility licensed as such by the Missouri Department of Health and Senior Services in connection with the transportation and storage of medical marijuana.

Section 2. That Chapter 40 – Use-Specific Standards—Residential, Commercial, Other, Section 40-1 (h) – Use-specific standards; Section 40-4 (15) of the Belton Unified Development Code is hereby amended and revised with the **additions in bold print** and deletions with strike through notation as follows:

Sec. 40-1 (h) – Table of uses.

TABLE OF USES		ZONING DISTRICT														
USE		A	R-1	R1A	R1B	R-2	R-3	R-3A	PR	PO	C-1	C-2	C-3	BP	M-1	M-2
RESIDENTIAL USES																
Household living																
	Single-family dwelling, detached (conventional)	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-
	Manufactured home residential design	-	-	-	-	-	C	C	-	-	-	-	-	-	-	-
	Single-family dwelling, attached	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-
	Two-family dwelling (duplex)	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-
	Multifamily dwelling (3+ units)	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-
	Apartment community	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-
	Cluster residential development	-	P	-	-	P	P	P	-	-	-	-	-	-	-	-
	Manufactured home park	-	-	-	-	-	C	-	-	-	-	-	-	-	-	-
	Employee living quarters	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Dwelling units located above the ground floor	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-
Group living																
	Assisted living	-	-	-	-	-	C	C	-	-	-	-	-	-	-	-
	Halfway house	-	-	-	-	-	S	S	-	-	-	-	-	-	-	-
	Nursing care facility	-	-	-	-	-	C	C	-	-	-	-	-	-	-	-
	Residential care facility	-	-	-	-	-	C	C	-	-	-	-	-	-	-	-
	Group living not otherwise	-	C	C	C	C	C	C	-	-	-	-	-	-	-	-

	classified															
	Foster home	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-
PUBLIC AND CIVIC USES																
	College or university	-	-	-	-	-	-	-	S	S	-	S	S	-	-	-
	Cultural exhibit or library	C	C	C	C	C	C	C	P	S	-	-	-	-	-	-
	Government buildings and properties	C	C	C	C	C	C	C	P	S	-	-	-	-	-	-
	Hospital	-	-	-	-	-	-	-	S	P	S	P	P	-	-	-
	Place of public assembly	C	C	C	C	C	C	C	C	P	-	-	-	-	-	-
	Public safety services	C	C	C	C	C	C	C	P	P	-	-	-	-	-	-
	Religious assembly	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-
	School	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-
	Social club or lodge	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P
	Utilities															
	Major	S	S	S	S	S	S	S	S	S	-	-	-	-	-	-
	Minor	C	C	C	C	C	C	C	C	C	-	-	-	-	-	-
COMMERCIAL USES																
	Adult business	-	-	-	-	-	-	-	-	-	-	C	-	C	C	C
	Animal services															
	Kennel	-	-	-	-	-	-	-	-	-	S	S	-	-	S	S
	Veterinary services	-	-	-	-	-	-	-	-	-	S	P	P	-	P	P
	Art gallery	-	-	-	-	-	-	-	P	P	P	P	P	-	-	-
	Banks and financial services															
	Banks	-	-	-	-	-	-	-	-	P	P	P	P	P	-	-
	Payday loan store	-	-	-	-	-	-	-	-	-	-	S	S	S	-	-
	Consumer loan establishment	-	-	-	-	-	-	-	-	-	-	S	S	S	-	-
	Pawn shop	-	-	-	-	-	-	-	-	-	-	C	C	-	-	-
	Body art services	-	-	-	-	-	-	-	-	-	-	S	S	-	-	-
	Business support service	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P
	Construction sales and service	-	-	-	-	-	-	-	-	-	-	P	-	P	P	P

Day care																
	Day care center or home	S	S	S	S	S	S	S	-	S	S	S	S	S	S	-
	Day care home with no more than four children not related to operator	C	C	C	C	C	C	C	-	-	-	-	-	-	-	-
Eating and drinking establishment																
	Restaurant	-	-	-	-	-	-	-	-	-	C	P	P	-	-	-
	Tavern	-	-	-	-	-	-	-	-	-	C	P	P	-	-	-
Entertainment and spectator sports																
	Indoor	C	C	C	C	C	C	C	P	-	-	P	P	P	-	-
	Outdoor	C	C	C	C	C	C	C	P	-	-	P	P	P	P	-
Funeral and interment services																
	Cemetery	C	C	C	C	C	C	C	-	-	-	-	-	-	-	-
	Cremating	-	-	-	-	-	-	-	-	-	-	S	S	S	S	S
	Funeral home	-	-	-	-	-	-	-	-	-	S	P	P	P	P	P
Lodging																
	Bed and breakfast	-	-	-	-	-	-	-	-	-	C	-	-	-	-	-
	Hotel or motel	-	-	-	-	-	-	-	-	P	-	P	P	P	-	-
Medical or dental clinic		-	-	-	-	-	-	-	-	P	P	P	P	P	-	-
Medical Marijuana Dispensary		-	-	-	-	-	-	-	-	-	-	C	-	-	-	-
Mini warehouse		-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Office		-	-	-	-	-	-	-	-	P	P	P	P	P	P	P
Personal and consumer service		-	-	-	-	-	-	-	-	P	P	P	P	P	P	-
Retail sales																
	Large (100,000+ gfa)	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-
	Small (up to 100,000 gfa)	-	-	-	-	-	-	-	-	P	P	P	P	-	-	-
Sports and recreation,																

participant																	
	Outdoor	-	-	-	-	-	-	-	P	-	S	P	P	S	S	-	
	Indoor	-	-	-	-	-	-	-	P	-	-	P	P	P	P	-	
Vehicle sales and service																	
	Car wash	-	-	-	-	-	-	-	-	-	-	C	C	C	C	C	
	Gas station	-	-	-	-	-	-	-	-	-	-	C	C	C	C	C	
	Motor vehicle repair	-	-	-	-	-	-	-	-	-	-	C	C	C	C	C	
	Commercial motor vehicle sales	-	-	-	-	-	-	-	-	-	-	S	S	-	-	-	
	Light equipment sales or rental	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	
	Heavy equipment sales or rental	-	-	-	-	-	-	-	-	-	-	-	S	P	P	P	
Vehicle, recreational vehicle or boat storage/towing		-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	
INDUSTRIAL USES																	
Manufacturing, production & industrial services																	
	Limited	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	
	General	-	-	-	-	-	-	-	-	-	-	-	-	-	S	P	
	Intensive	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	
Medical Marijuana Cultivation		-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	
Medical Marijuana-Infused Products Manufacturing Facility		-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	
Medical Marijuana Testing Facility		-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	
Research laboratory		-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	
Transportation Facility		-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	
Trucking/freight terminal		-	-	-	-	-	-	-	-	-	-	-	-	S	P	P	
Warehousing and		-	-	-	-	-	-	-	-	-	-	-	-	S	P	P	

wholesaling																
Waste-related use																
	Junkyard	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S
	Recycling facility	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S
	Sanitary landfill	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S
OTHER USES																
Accessory uses		C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Agricultural uses																
	Farming	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Boarding stables and riding schools		P	-	-	S	-	-	-	-	-	-	-	-	-	-	-
Drive-thru facilities		-	-	-	-	-	-	-	-	-	-	C	C	-	C	-
Home occupation		C	C	C	C	C	C	C	C	-	-	-	-	-	-	-
Parking																
	Accessory parking	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	Non-accessory parking	-	-	-	-	-	-	-	C	C	C	C	C	C	C	C
Wireless communication facility																
	Freestanding	-	-	-	-	-	-	-	S	-	-	S	S	S	S	S
	Co-located	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S

Sec. 40-4 – Uses subject to conditions

(15) Commercial –Medical Marijuana.

No Medical Marijuana Cultivation Facility, Medical Marijuana Testing Facility, Medical Marijuana Dispensary Facility, Medical Marijuana-Infused Products Manufacturing Facility, or Transportation Facility shall be constructed, altered, or used without complying with the following regulations:

- a. No new Medical Marijuana Cultivation Facility, Medical Marijuana Testing Facility, Medical Marijuana Dispensary Facility, Medical Marijuana-Infused Products Manufacturing Facility, or Transportation Facility shall be initially sited within 1,000 feet of any then-existing elementary or secondary school, day-care, or church.**

For purposes of this Section,

1. A “daycare” means a child-care facility, as defined by Section 210.201, RSMo., that is licensed by the state of Missouri
 2. A “elementary or secondary school” means any public school as defined in section 160.011, RSMo., or any private school giving instruction in a grade or grades not higher than the twelfth (12th) grade, including any property owned by the public or private school that is regularly used for extracurricular activities, but does not include any private school in which education is primarily conducted in private homes.
 3. A “church” means a permanent building primarily and regularly used as a place of religious worship.
 4. “Then existing” means any school, child day-care center, or church with a written building permit from the City to be constructed, or under construction, or completed and in use at the time the marijuana facility first applies for either zoning or a building permit, whichever comes first.
- b. **Outdoor Operations or Storage Prohibited.** Unless licensed as an outdoor Medical Marijuana Cultivation Facility, all marijuana facilities’ operations and all storage of materials, products, or equipment shall be within a fully enclosed building.
 - c. **Onsite Usage Prohibited.** No marijuana may be smoked, ingested, or otherwise consumed on the premises of a marijuana facility.
 - d. **Hours of Operation.** All marijuana facilities shall be closed to the public, no persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises or by delivery from the premises between the hours of 10:00 p.m. and 8:00 a.m., provided that, sales and distribution of Medical Marijuana or any other products sold to the public through a Medical Marijuana Dispensary may occur until Midnight on Friday and Saturday evenings.
 - e. **Residential Dwelling Units Prohibited.** No medical marijuana business shall be located in a building that contains a residence.
 - f. **A Medical Marijuana Testing Facility, Medical Marijuana Dispensary Facility, Medical Marijuana-Infused Products Manufacturing Facility, or Transportation Facility shall be entirely within an enclosed building.**
 - g. **Ventilation Required.** All marijuana facilities shall install and operate a ventilation system that will prevent any odor of marijuana from leaving the premises of the business. No odors shall be detectable by a person with a normal sense of smell

outside the boundary of the parcel on which the facility is located.

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

Section 4. All ordinances or parts of ordinances in conflict with the provisions are hereby repealed.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of ____, 2019.

Mayor Jeff Davis

ATTEST:

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

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

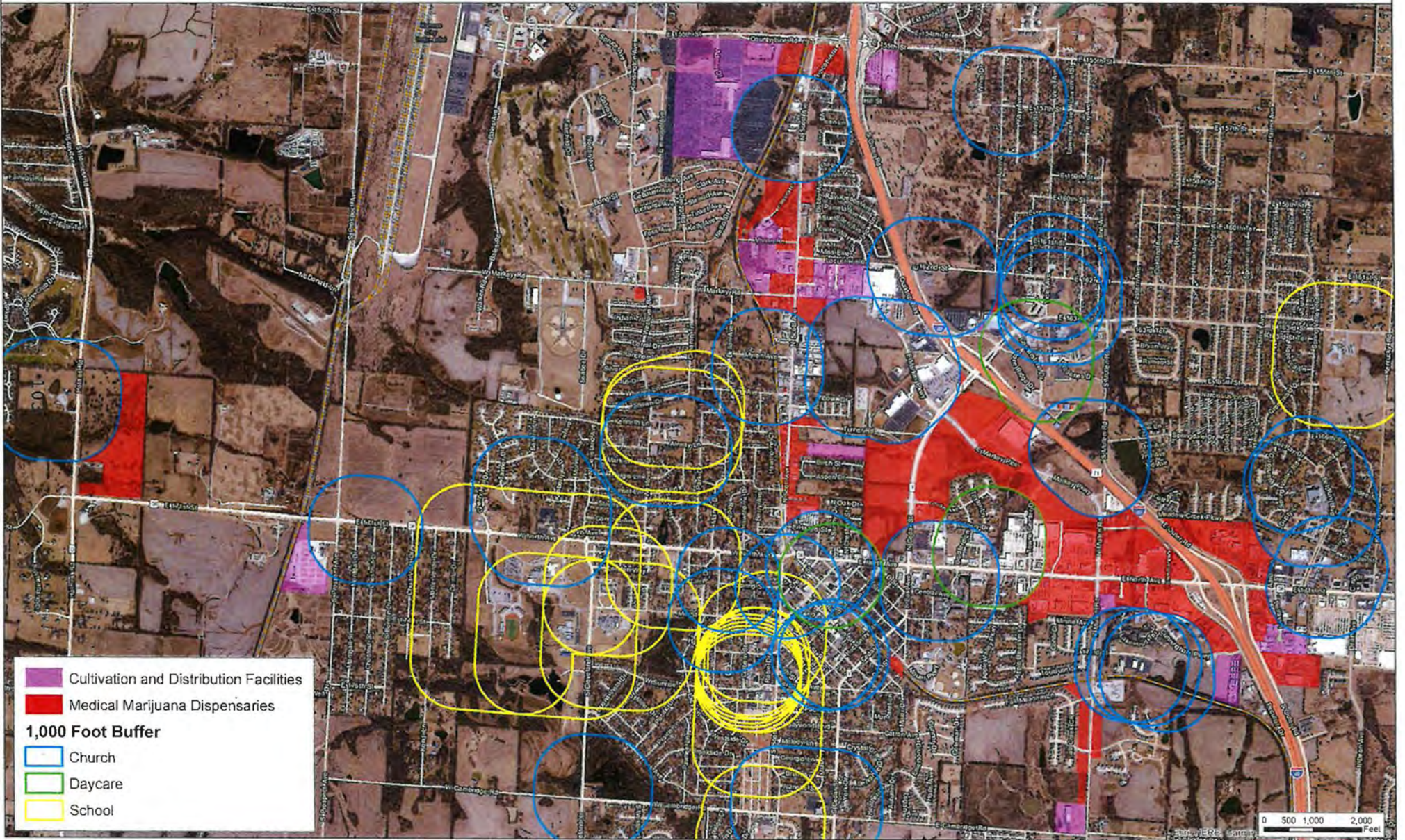
I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of ____, 2019, and thereafter adopted as Ordinance No. 2019-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of ____, 2019, 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



Medical Marijuana Potential Locations



SECTION VII

A

R2019-61

A RESOLUTION APPROVING ACTIONS OF THE CITY MANAGER TO ENGAGE JANIK GROUP, LLC FOR EMERGENCY REPAIR OF SINKHOLES LOCATED AT 411/413 HARGIS LANE AND 16100 ALLEN AVENUE AND RATIFYING TASK AGREEMENT NO. 2019-2 IN THE AMOUNT OF \$64,465.00.

WHEREAS, on May 27, 2019, the City of Belton was notified by the residents of 411 and 413 Hargis Lane of a sinkhole in their rear yard. Based upon Staff inspection, it was determined that the sinkhole was due to a collapsed 42-inch corrugated metal pipe (CMP). During this week, a sinkhole was also discovered in the driveway at 16100 Allen Avenue due to a collapsed 48-inch CMP. Temporary construction fencing and/or steel plates were immediately placed over the sinkholes for public safety purposes; and

WHEREAS, the City Manager, in conference with the Director of Public Works and Acting City Engineer, subsequently determined that emergency repairs were necessary and authorized immediate commencement of the repair work to resolve the emergency issue; and

WHEREAS, using On-Call Water, Wastewater, and Stormwater Services Agreement Renewal per Resolution 2019-33, Janik Group, LLC was contacted for emergency repair services. For the 411/413 Hargis Lane sinkhole, the scope of work included replacement of 30 feet of 42-inch CMP, rock backfill, mobilization, steel plates, erosion control, sodding, site restoration, fencing, and tree replacement. For the 16100 Allen Avenue sinkhole, the scope of work included replacement of 20 feet of 48-inch CMP, rock backfill, rip rap, mobilization, erosion control, seeding, and site restoration; and

WHEREAS, the City Council believes that Task Agreement 2019-2 with Janik Group, LLC accurately reflects the work performed to repair sinkholes located at 411/413 Hargis Lane and 16100 Allen Avenue on an emergency basis in the amount of \$64,465.00.

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

SECTION 1. That the action of the City Manager to engage Janik Group, LLC on an emergency basis is hereby authorized and ratified.

SECTION 2. That Task Agreement No. 2019-2, herein attached and incorporated as **Exhibit A** to this Resolution, in the amount of \$64,465.00 is hereby authorized and ratified.

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

Duly read and passed this ____ day of _____, 2019.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of ____, 2019, and adopted at a regular meeting of the City Council held the ____ day of ____, 2019 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: July 23, 2019

DIVISION: Public Works/Transportation

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

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

ISSUE/RECOMMENDATION:

On May 27, 2019, the City of Belton was notified by the residents of 411 and 413 Hargis Lane of a sinkhole in their rear yard. Based upon Staff inspection, it was determined that the sinkhole was due to a collapsed 48-inch corrugated metal pipe (CMP). During this week, a sinkhole was also discovered in the driveway at 16100 Allen Avenue due to a collapsed 48-inch CMP. Temporary construction fencing and/or steel plates were immediately placed over the sinkholes for public safety purposes.

The City Manager, in conference with the Director of Public Works and Acting City Engineer, subsequently determined that emergency repairs were necessary and authorized immediate commencement of the repair work to resolve the emergency issue. Using On-Call Water, Wastewater, and Stormwater Service Agreement Resolution 2019-33, The Janik Group, LLC (Janik) was contacted for emergency repair services.

For the 411/413 Hargis Lane sinkhole, the scope of work included replacement of 30 feet of 42-inch CMP, rock backfill, mobilization, steel plates, erosion control, sodding, site restoration, fencing, and tree replacement. For the 16100 Allen Avenue sinkhole, the scope of work included replacement of 20 feet of 48-inch CMP, rock backfill, rip rap, mobilization, erosion control, seeding, and site restoration. The scope of work for both sinkholes was completed at a total cost of \$64,465.00.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Janik Group, LLC	
Amount of Request/Contract:	\$	64,465.00
Amount Budgeted:	\$	n/a
Funding Source:	225-0000-400-4027	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	n/a

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving actions of the City Manager to engage Janik Group, LLC for emergency repair of sinkholes located at 411/413 Hargis Lane and 16100 Allen Avenue and ratifying Task Agreement No. 2019-2 in the amount of \$64,465.00

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution; Task Agreement 2019-2 and Scope of Work

City of Belton – Public Works Task Agreement

Contract:

Ordinance or Resolution: N/A	Task Agreement No: 2019-2	Funding Amount: \$64,465.00 Purchase Order No: N/A
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Project Title: Emergency Sinkhole Repairs – 411 Hargis Ln and 16100 Allen Ave

Contractor/Consultant (including subs): Janik Group	Division and Staff Project Manager: Michael Christopher
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Project Management Manual reviewed: YES	Attachments (Gantt Chart/ Schedule, Insurance, etc.): N/A
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PROJECT Scope (can be in the form of an attachment): attached

Check boxes below that apply:

Enrollment in E-Verify <input type="checkbox"/>	Prevailing Wage <input type="checkbox"/>	Certificate of Good Standing <input type="checkbox"/>
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Staff Signatures		Partner Signatures	
Director of Public Works: Celia Duran	City Manager: Alexa Barton	Project Manager:	Company Principal (if different):
Signature: 	Signature: 	Signature: _____	Signature: 
Date: <u>6/12/19</u>	Date: <u>6-25-19</u>	Date: _____	Date: <u>6-12-19</u>

Project Type: Design _____ Construction _____ Property Acquisition _____ Conceptual/Problem Solving _____ Surveying _____

Project Discipline(s): Transportation _____ Planning _____ Water _____ Wastewater _____ Stormwater _____

Report(s) Received: _____

Work on File: _____

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement, Public Works Department, Engineering Division by and between the City and _____ (Professional), dated _____.

Attach scope of work, budget, and other supporting material



June 5, 2019

BRIS

Attn: Michael Christopher

Acting City Engineer

Office: 816-892-1269

RE: Requested Proposal for City of Belton Sink Hole Repair

Mr. Christopher:

The Janik Group greatly appreciates the opportunity to submit a proposal for the above referenced work.

Proposal Includes

- 16100 Allen Ave
Material and Labor to excavate and replace 20' of 48" culvert pipe. Mobilization of heavy equipment. Provide erosion control, traffic control, pad and fill with ½" clean rock. Seed and erosion control blanket.
- 411 and 413 Hargis Lane
Materials and Labor to excavate and replace 30' of 48" culvert pipe. Provide erosion control, traffic control. Mobilization of heavy equipment. Plate drive for damage protection. Sod disturbed area. Backfill with ½" rock. Remove and replace fence. Provide temp fence. Provide temp animal retention fence. Replace 3, 3" Maple trees.

• Total additional cost \$64,465.00

General Contractor
Construction Manager
Design-Builder

www.thejanikgroup.com

Excludes:

- Electrical work
- Permits
- Relocation of City or contractors equipment and/or supplies
- Unforeseen site conditions
- Material testing and engineering

All material is guaranteed to be as specified and the work to be performed in accordance with our best interpretation of the prints at hand and the intent of the scope of work referenced above. This work will be completed in a substantial workmanlike manner with payment to be made upon receipt of invoices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the proposal price. All agreements are contingent upon strikes, accidents, and/or delays beyond the control of The Janik Group, LLC. The property/facility owner shall carry fire, tornado, and other necessary insurance upon this work. The Janik Group, LLC will furnish workmen's compensation and general liability insurance. This proposal may be withdrawn if not accepted within thirty (30) days. If you have any questions, or need further information, please call at your earliest convenience.

Respectfully Submitted
Dannie Hutchinson
816-560-2595



Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. The Janik Group, LLC is authorized to do the work as specified. Payment will be made per the terms of the agreement.

*General Contractor
Construction Manager
Design-Builder*

www.thejanikgroup.com

Accepted. _____ Date _____

SECTION VII

B

R2019-62

A RESOLUTION APPROVING A ONE-YEAR EXTENSION OF THE RENTAL AGREEMENT WITH BERRY COMPANIES, INC., D/B/A KC BOBCAT OF OLATHE, KANSAS TO LEASE A BOBCAT S595 LOADER WITH 68 INCH LP SMOOTH BUCKET FOR USE IN AND AROUND THE BELTON PARKS SYSTEM.

WHEREAS, the Parks and Recreation Department has had an annual rental agreement with Berry Companies, Incl, d/b/a KC Bobcat of Olathe, Kansas, for many years; and

WHEREAS, on May 15, 2018, ordinance 2018-4439 was approved for a one-year rental of a Bobcat loader with bucket for the Parks and Recreation Department from KC Bobcat of Olathe, Kansas; and

WHEREAS, after this one-year rental period, there is an option to renew within the agreement documents, herein attached and incorporated as **Exhibit "A,"** with a \$1,000 annual increase in cost; and

WHEREAS, the Parks and Recreation Board has approved and authorized the terms and conditions of the Rental Agreement, and is forwarding to the Belton City Council for approval as the City's Governing Body as required under the terms of the Agreement; and

WHEREAS, the City Council has determined that it is in the best interest of the City Parks system to approve this Rental Agreement for the Bobcat loader and afford access to insurance coverage through the City's equipment policy. Certificate of insurance is herein attached and incorporated to this Ordinance as **Exhibit "B."**

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

Section 1. That the Rental Agreement with Berry Companies, Inc., d/b/a/ KC Bobcat of Olathe, Kansas is hereby approved and the Mayor is authorized and directed to execute the Agreement on behalf of the City Council.

Section 2. That the Bobcat loader will be placed on the City's insurance policy with costs allocated to the Parks Department.

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

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

Duly read and passed this ____ day of _____, 2019.

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 Resolution was regularly introduced at a regular meeting of the City Council held on the ___ day of ___, 2019; and adopted at a regular meeting of the City Council held on the ___ day of ___, 2019 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



2627 KFB PLAZA, SUITE 202E | 785-587-4000
MANHATTAN, KS 66503

SENT VIA EMAIL: DCARNAHAN@KCBOWCAT.COM

May 8, 2019

Ms. Dawn Carnahan
Berry Companies, Inc. DBA KC Bobcat

Re: Financing for City of Belton, Missouri (Belton Parks and Recreation) for One (1) 2018 Bobcat S595-M Skid-Steer Loader, SN: B3NL13226, with One (1) 68" LP Bucket

Dear Ms. Carnahan:

Thank you for choosing KS StateBank as your financing source. Attached hereto, please find the Agreement and documentation for your review and completion. Included is a Documentation Instruction sheet to guide you through the process. **All required documentation must be received by 3:00pm CST in order to fund the following business day.**

The interest rate you have been quoted is valid through May 22, 2019.

Please note that, depending on circumstances, we reserve the right to charge a reasonable fee to Renter/broker, if this transaction is not funded. This fee is for expenses incurred and services performed related to the processing of the transaction. This fee will NOT be charged if the transaction is funded by Owner.

If you have any questions regarding the documentation please feel free to contact me at (877) 587-4054.

Sincerely,

Ms. Demi Morris
Client Relations

ASSIGNMENT

This Assignment, dated April 1, 2019, is hereby given by Berry Companies, Inc. DBA KC Bobcat, ("Assignor"), to KS StateBank ("Assignee"), whose mailing address is 1010 Westloop, P.O. Box 69, Manhattan, Kansas 66505-0069.

WITNESSETH:

WHEREAS, Assignor has entered into a Rental Agreement dated as of April 1, 2019, (the "Contract"), with City of Belton, Missouri (Belton Parks and Recreation) (the "Renter") pursuant to which the equipment more particularly described therein (the "Equipment") is being sold to Renter under the terms stated in the Contract;

WHEREAS, Assignor desires to sell, assign and transfer to Assignee, Assignor's right, title and interest in, the Rental Payments coming due under the Contract upon the terms and conditions stated below:

WHEREAS, to secure the payment of the amounts stated in the previous paragraph, Assignor hereby grants to Assignee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment, including all additions, repairs and replacements to the Equipment and all proceeds thereof:

NOW, THEREFORE, in consideration of the premises, the covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby sells, transfers, delivers and assigns to Assignee, its successors and assigns, without recourse, all of its right, title and interest in, to and under the following items:

All Rental Payments due and to become due from the Renter under the Contract including, without limitation, the present value of any prepayment of Rental Payments, or early termination of the Equipment obligations under the Contract or the use of any Equipment under the Contract, purchase agreement payments, or any insurance proceeds received pursuant to the terms of the Contract or any amounts owed due to late payment under the Contract, (collectively the "Rental Payments"),

Assignor is not assigning any of its obligations to Renter under the foregoing to Assignee, and Assignee shall not be deemed to have assumed any of those obligations by virtue of this Assignment.

Assignor hereby grants to Assignee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom.

Assignor irrevocably constitutes and appoints Assignee and any present or future officer or agent of Assignee, or the successors or assigns of Assignee, as its lawful attorney with full power of substitution and re-substitution, and in the name of Assignor or otherwise, to collect and to sue in any court for payments due or to become due under the Contract, or any part thereof, to withdraw or settle any claims, suits or proceedings pertaining to or arising out of the Contract upon such terms as Assignee in its discretion may deem to be in its best interest, all without notice to or consent of Assignor, and, further, to take possession and to endorse in the name of Assignor any instrument for the payment of money received on account of the payments due under the Contract.

Assignor hereby represents, warrants and covenants to and with Assignee as follows:

- (1) The Contract and the Equipment are free and clear of all claims, liens, security interests and encumbrances of any kind or character, except the rights of the Renter under the Contract and except as contemplated in the Contract. The Contract and the Equipment shall remain free of all claims, liens, security interests and encumbrances arising through any act or omission of Assignor. Also, Assignor shall pay, or have Renter pay, for all permits, licenses, and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment.
- (2) Assignor has and will comply with and perform all obligations of Owner under the Contract and all related documents, contracts, agreements and instruments related to the Equipment, or the servicing or maintenance thereof.
- (3) The Contract delivered to Assignee herewith is an original and constitutes the entire writing, obligation and agreement between the Assignor and the Renter. Assignor has not made any representations, oral or written, to Renter that in any way conflict with any of the terms of the Contract. Assignor has not received any fees or any other form of compensation from Renter that have not been fully disclosed to Assignee in writing prior to the execution of this Assignment.
- (4) Assignor hereby represents and warrants that Assignor has made and will make no sale or assignment of the Assignee's interest in the Contract except to the Assignee, and has made and will make no sale or assignment of Assignor's interest in the Contract to a third party without the prior written approval of Assignee.
- (5) Assignor will pay, or cause the Renter to pay, any fees associated with the use of a payment system other than check, wire transfer, or ACH.
- (6) Following any cure period provided by Renter to Assignor, Assignor will indemnify, defend and hold Assignee harmless from and against all claims, losses, costs and expenses (including, without limitation, attorneys' fees) in any way related to Renter's claim that Assignor failed to keep or perform any of the warranties, covenants or agreements contained in this Assignment or Assignor's agreement with Renter.

At the request of the Assignee, including but not limited to Events of Default or non-appropriation by Renter, or repossession or other civil action by Assignee, Assignor from time to time shall execute and deliver such further acknowledgments, agreements, and instruments of assignment, transfer and assurance, including bills of sale for the Equipment, and do all such further acts and things as may be necessary or appropriate in the reasonable opinion of Assignee to give effect to the provisions hereof, to effectuate Assignee's remedies, and to more perfectly confirm the rights, titles and interests assigned and transferred to Assignee.

This Assignment (including without limitation all representations, warranties and covenants) shall be binding on Assignor and its successors and assigns, and will inure to the benefit of Assignee and its successors and assigns (including without limitation any subsequent assignees of any right, title or interest assigned hereby.)

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

Berry Companies, Inc. DBA KC Bobcat

KS StateBank

Signature

Signature

Printed Name and Title

Marsha Jarvis, Senior Vice President

Printed Name and Title

PURCHASE AGREEMENT

This Purchase Agreement dated as of April 1, 2019 is between KS StateBank, a Kansas corporation, whose principle place of business is 1010 Westloop, Manhattan, KS 66502 (Seller) and Berry Companies, Inc. DBA KC Bobcat, a Kansas corporation, whose principle place of business is 1220 South Hamilton Circle, Olathe, Kansas 66061 (Buyer).

Whereas, Seller is the Owner on the Rental Agreement dated as of April 1, 2019 (Contract) between Berry Companies, Inc. DBA KC Bobcat (Owner) and City of Belton, Missouri (Belton Parks and Recreation) (Renter); and

Whereas, Buyer was the Vendor who supplied all of the Equipment (Equipment) listed on Exhibit A of the Contract; and

Whereas, the Renter has agreed to pay under the payment terms of the Contract a final payment of \$30,917.50 which is due on April 1, 2020; and

Whereas, the possibility exists that Renter will not appropriate all of the funds necessary to make this final payment of \$30,917.50 in which case the Seller (Owner on the Contract) will most likely exercise one or more of the remedies available to Seller including obtaining possession and title to the Equipment; and

Whereas, Buyer has agreed to enter into this Purchase Agreement with Seller as a condition for the Seller to enter into the Contract with Renter;

NOW THEREFORE, the parties hereto hereby agree as follows:

- (1) In the event that Seller receives notice from the Renter that the Renter does not intend to appropriate the funds to pay the final payment, then, upon notification from the Seller to the Buyer of such event, Buyer agrees to take assignment of the Contract from the Seller for an amount equal to the final payment amount of \$30,917.50 plus any interest earned at the Contract rate thereon, up until the date of Equipment transfer or date of final payment to Seller, whichever is later. Once Seller assigns all of its rights, title and interest in the Contract to Buyer as provided herein, the Buyer will have full authority to repossess the Equipment. Seller agrees to execute any additional documentation that may be necessary in order to facilitate the repossession of the Equipment by the Buyer.
- (2) In the event that the Seller actually exercises its remedy under the Contract and takes title to the Equipment as a result of Renters failure to pay the final Rental Payment then Buyer hereby agrees to buy the Equipment from Seller in an amount equal to the final payment amount of \$30,917.50 plus any interest earned at the Contract rate thereon, up until the date of Equipment transfer or date of final payment to Seller, whichever is later.
- (3) Buyer represents and warrants as follows:
 - a. Buyer is duly organized and validly existing in good standing under the laws of the state of its incorporation.
 - b. Buyer has full power and authority to carry on its business as presently conducted, to enter into this agreement, and to perform its obligations under this agreement.
 - c. The execution, delivery and performance of this agreement and the transactions contemplated hereby have been duly and validly authorized by all requisite action on the part of the Buyer.
 - d. This agreement is a legal and binding obligation of Buyer, enforceable in accordance with its terms.
 - e. Buyer has incurred no liability, contingent or otherwise, for brokers' or finders' fees relating to the transaction contemplated by this agreement for which Seller shall have any responsibility whatsoever.
 - f. Buyer is knowledgeable, competent, and experienced in the industry and has independently evaluated and interpreted all information and data relating to the equipment prior to entering into this agreement and understands and is fully able to bear the risk associated with this agreement. Buyer acknowledges that Seller has made no statements or representations concerning the present or future value of the equipment and Buyer has relied solely upon its independent inspection, estimates, computations, evaluations, reports, studies and knowledge of the equipment.
 - g. These representations and warranties shall survive the closing.
- (4) Notwithstanding anything to the contrary, Seller makes no representations or warranties with respect to the equipment that is the subject of this agreement. Buyer agrees to purchase and Seller shall convey the property "as is, where is" without any representations, understandings, and/or express or implied warranties of any kind, including representations, understandings, and/or warranties as to description, value, quality, condition, merchantability, or fitness for a particular purpose. Buyer acknowledges and agrees that Seller is not in the possession of the equipment and that the Renter is in possession of the equipment and in control of such equipment. Buyer acknowledges that Seller is neither the manufacturer or distributor, and that Seller has no knowledge or familiarity with the equipment. Buyer agrees to settle all claims, defenses, setoffs, and counterclaims it may have with any manufacturer, distributor, or other party related to the equipment, and will not assert any such claims against Seller.
- (5) The terms and conditions of this agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

Berry Companies, Inc. DBA KC Bobcat

KS StateBank

Signature

Signature

Printed Name and Title

Marsha Jarvis, Senior Vice President

Printed Name and Title

Tax ID Number

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. Please print on single sided paper only. Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (816) 229-4006.

I. Attached Documentation

1. **Rental Agreement**
 - ◆ An authorized individual that is with the Renter should sign on the first space provided.
2. **Exhibit A – Description of Equipment**
 - ◆ Review equipment description. Complete serial number/VIN if applicable.
 - ◆ List the location where the equipment will be located after delivery/installation.
3. **Exhibit B – Payment Schedule**
 - ◆ Sign and print name and title
4. **Exhibit C - Certificate of Acceptance**
 - ◆ Sign and print name and title
5. **Exhibit D - Certificate of Authorization**
 - ◆ Print or type the name and title of the individual(s) who is authorized to execute the Agreement.
 - ◆ The secretary, chairman or other authorized board member of the Renter must sign the Certificate where indicated.
 - ◆ A different individual must attest the Certificate where indicated.
6. **Notice of Assignment**
 - ◆ Sign and type name and title.
7. **Insurance Requirements**
 - ◆ Complete insurance company contact information where indicated.
8. **Debit Authorization – (Preferred)**
 - ◆ Complete form and attach a voided check

II. Additional Documentation Required

1. Insurance Certificate as stated on the Insurance Requirements Form
2. Vendor Invoice for the amount to finance listing applicable SN/VIN, down payment, trade, etc.
3. Proof of down payment

III. Condition to Funding

If, for any reason: (i) the required documentation is not returned by July 8, 2019, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

All documentation should be returned to:
 Berry Companies, Inc. DBA KC Bobcat
 1220 South Hamilton Circle
 Olathe, Kansas 66061

RENTAL AGREEMENT

Renter

City of Belton, Missouri (Belton Parks and Recreation)
506 Main Street
Belton, Missouri 64012
Federal ID#: 44-0000137

Owner

Berry Companies, Inc. DBA KC Bobcat
1220 South Hamilton Circle
Olathe, Kansas 66061
Federal ID#: 48-0797941

Dated as of April 1, 2019

This Rental Agreement dated as of the date listed above is between Owner and Renter listed directly above. Owner desires to rent the Equipment described in Exhibit "A" to Renter and Renter desires to rent the Equipment from Owner subject to the terms and conditions of this Agreement which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Rental Agreement and all Exhibits and Addendums attached hereto, and all documents relied upon by Owner prior to the execution of this Agreement.

"Budget Year" means the Renter's fiscal year.

"Commencement Date" is the date when Renter's obligation to pay rent begins.

"Equipment" means all of the items of Equipment listed on Exhibit "A" and all replacements, restorations, modifications and improvements.

"Owner" means the entity originally listed above as Owner or any of its assignees.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Renter.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Renter's Budget Year.

"Rental Payments" means the payments Renter is required to make under this Agreement as set forth on Exhibit "B".

"Rental Term" means the Original Term and all Renewal Terms.

"Renter" means the entity listed above as Renter and which is renting the Equipment from Owner under the provisions of this Agreement.

"State" means the state in which Renter is located.

II. Renter Warranties

Section 2.01 Renter represents, warrants and covenants as follows for the benefit of Owner or its assignees:

- (a) Renter is authorized to enter into this Agreement, and has used such authority to properly execute and deliver this Agreement. Renter has followed all proper procedures of its governing body in executing this Agreement. The Officer of Renter executing this Agreement has the authority to execute and deliver this Agreement. This Agreement constitutes a legal, valid, binding and enforceable obligation of the Renter in accordance with its terms.
- (b) Renter has complied with all statutory laws and regulations that may be applicable to the execution of this Agreement.
- (c) Renter has never non-appropriated funds under an Agreement similar to this Agreement.
- (d) Upon request by Owner, Renter will provide Owner with current financial statements, reports, budgets or other relevant fiscal information.
- (e) Renter presently intends to continue this Agreement for the Original Term and all Renewal Terms as set forth on Exhibit "B" hereto. The official of Renter responsible for budget preparation will include in the budget request for each Budget Year the Rental Payments to become due in such Budget year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Rental Payments coming due therein. Renter reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.

III. Use of Equipment and Rental Payments

Section 3.01 Installation and Acceptance. Renter shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Renter has selected or will select all of the Equipment and the manufacturer or supplier thereof (the "Supplier(s)") and therefore acknowledges that Owner has not selected, manufactured, supplied or provided any Equipment. As soon as practicable after the date on which the Equipment has been delivered and determined by Supplier(s) to be ready for use at Renter's location (the "Acceptance Date"), Renter will execute a Certificate of Acceptance in the form attached and dated as of the Acceptance Date. If (i) no Event of Default has occurred, (ii) Owner receives such executed Certificate of Acceptance, all other documents and information required under this Agreement, and (iii) Owner receives appropriate invoices and related documents from Supplier(s), Owner shall pay the Supplier(s) for the Equipment. Renter shall arrange with the Supplier(s) for delivery and installation of Equipment. All Equipment shall be shipped directly from Supplier(s) to Renter. Owner shall have no liability for any delay or failure by the Supplier(s) to deliver and install Equipment, or to perform any services, or with respect to the selection, installation, testing, performance, quality, maintenance or support of the Equipment. Renter, at its expense, will pay all transportation, packing, taxes, duties, insurance, installation, testing, maintenance and other charges in connection with the delivery, installation and use of the Equipment.

Section 3.02 Rental Payments. Renter shall pay Rental Payments exclusively to Owner or its assignees in lawful, legally available money of the United States of America. The Rental Payments shall be sent to the location specified by the Owner or its assignees. The Rental Payments shall constitute a current expense of the Renter and shall not constitute an indebtedness of the Renter. Owner shall have the option to charge interest at the highest lawful rate on any Rental Payment received later than the due date, plus any additional accrual on the outstanding balance for the number of days that the Rental Payment(s) were late. Owner shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Rental Payment that is past due. The Rental Payments will be payable without notice or demand. Renter shall pay or, if requested by Owner, reimburse Owner for any and all sales, use, personal property, or other taxes, fees or assessments levied against or imposed upon the Equipment, its value, use or operation. Furthermore, Renter agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH.

Section 3.03 Rental Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF RENTER TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE. Renter understands and agrees that neither the manufacturer, seller or supplier of any Equipment, nor any salesman or other agent of any such manufacturer, seller or supplier, is an agent of Owner. No salesman or agent of the manufacturer, seller or supplier of any Equipment is authorized to waive or alter any term or condition of this Agreement, and no representation as to Equipment or any other matter by the manufacturer, seller or supplier of any Equipment shall in any way affect Renter's duty to pay the Rental Payments and perform its other obligations as set forth in this Agreement.

Section 3.04 Rental Term. The Rental Term of the Agreement shall be the Original Term and all Renewal Terms until all the Rental Payments are paid as set forth on Exhibit B.

Section 3.05 Disclaimers.

- (a) OWNER, NOT BEING THE SUPPLIER OR THE AGENT OF ANY SUPPLIER, MAKES NO WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO THE MERCHANTABILITY OF THE EQUIPMENT OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THE DESIGN, QUALITY, CAPACITY OR CONDITION OF THE EQUIPMENT COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENT OF ANY LAW, RULE, SPECIFICATION OR AGREEMENT, PATENT OR COPYRIGHT INFRINGEMENT, OR LATENT DEFECTS. OWNER SHALL HAVE NO LIABILITY WHATSOEVER FOR THE BREACH OF ANY REPRESENTATION OR WARRANTY MADE BY THE SUPPLIER(S). OWNER MAKES NO REPRESENTATION AS TO THE TREATMENT BY RENTER OF THIS AGREEMENT FOR FINANCIAL STATEMENT OR TAX PURPOSES. RENTER AGREES THE EQUIPMENT IS "AS IS." Renter agrees, regardless of cause, not to assert any claim whatsoever against Owner for any indirect, consequential, incidental or special damages or loss, of any kind, including, without limitation, any loss of business, lost profits or interruption of service. Any action by Renter against Owner for any default by Owner under this Agreement shall be commenced within one (1) year after any such cause of action accrues.
- (b) Renter shall look solely to the Supplier(s) for any and all claims related to the Equipment. RENTER UNDERSTANDS AND AGREES THAT NEITHER SUPPLIER(S) NOR ANY SALESPERSON OR OTHER AGENT OF SUPPLIER(S) IS AN AGENT OF OWNER, NOR ARE ANY OF THEM AUTHORIZED TO WAIVE OR ALTER THIS AGREEMENT. No representation by Supplier(s) shall in any way affect Renter's duty to pay the Rental Payments and perform its obligations under this Agreement.

Section 3.06 End of Rental Term Options. Renter may, if no Event of Default then exists, (i) purchase all (but not less than all) of the Equipment by paying Owner the fair market value of the Equipment as determined by Owner, or (ii) return Equipment to the Owner pursuant to Section 3.07. Renter must provide Owner written notice of the option selected not less than 90 days prior to the end of the Rental Term. If such notice is not received, Renter will return the Equipment to Owner. If Renter elects to purchase Equipment, Renter shall, on the last day of the Rental Term, pay to Owner the purchase price for Equipment in cash; and upon receipt of such payment Owner shall transfer to Renter title to the Equipment, free and clear of any claim, lien or encumbrance (other than those held by parties claiming by, through or under Renter), but without recourse, representation or any other warranty, express or implied, "AS IS", in its then condition and location. Renter shall be responsible for all applicable sales, use, personal property and other taxes.

Section 3.07 Surrender. Once Renter has made all of the Rental Payments set forth under Exhibit B, if Renter chooses not to exercise the right to purchase the Equipment pursuant to Section 3.06, Renter, at its sole expense, shall pay original supplier to teardown, remove, and for the return of Equipment to Owner's storage facility. Owner and Renter shall inspect the Equipment upon their removal, and the results of such inspections shall be conclusive as to any damage to the Equipment above ordinary wear and tear. Renter shall be responsible for the prompt payment of any and all damages to or reduction in value of the Equipment. At the conclusion of the Agreement, the Renter hereby grants to Owner a ninety (90) day rent free period of time after termination for the Owner to remove the Equipment.

IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Renter's budget for the next budget year to make the Rental Payments for the next Renewal Term and the funds to make such Rental Payments are otherwise unavailable by any lawful means whatsoever, then Renter shall have the option to non-appropriate the funds to pay the Rental Payments for the next Renewal Term. Lack of a sufficient appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Renter specifically prohibiting Renter from performing its obligations under this Agreement and from using any moneys to pay the Rental Payments due under this Agreement for a designated Budget Year and all subsequent Budget Years. If Renter chooses this option, then all obligations of the Renter under this Agreement regarding Rental Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Renter of any kind provided that if Renter has not delivered possession of the Equipment to Owner as provided herein and conveyed to Owner or released its interest in the Equipment by the end of the last Budget Year for which Rental Payments were paid, the termination shall nevertheless be effective but Renter shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit "B" which are attributable to the number of days after such Budget Year during which Renter fails to take such actions and for any other loss suffered by Owner as a result of Renter's failure to take such actions as required. Renter shall immediately notify the Owner as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Renter shall deliver the Equipment to Owner as provided below in Section 9.04. Renter shall be liable for all damage to the equipment other than normal wear and tear. If Renter fails to deliver the Equipment to Owner, then Owner may enter the premises where the Equipment is located and take possession of the Equipment and charge Renter for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds Indemnification

Section 5.01 Insurance. Renter shall maintain property insurance and liability insurance at its own expense with respect to the Equipment. Renter shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Renter is required to make Rental Payments. Renter shall provide Owner with a Certificate of Insurance which lists the Owner and/or assigns as a loss payee and additional insured on the policies with respect to the Equipment. Renter shall insure the Equipment against any loss or damage in an amount at least equal to the then applicable Stipulated Loss Value of the Equipment. Renter may self-insure against the casualty risks described above. If Renter chooses this option, Renter must furnish Owner with a certificate and/or other documents which evidences such self insurance. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Owner or its assignees. Renter shall furnish to Owner certificates evidencing such coverage throughout the Rental Term.

Section 5.02 Damage to or Destruction of Equipment. Renter assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Renter will immediately report all such losses to all possible insurers and take the proper procedures to attain all insurance proceeds. At the option of Owner, Renter shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Stipulated Loss Value. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Renter shall, at the option of Owner, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Stipulated Loss Value and pay the deficiency, if any, to the Owner.

VI. Title

Section 6.01 Title. Title to the Equipment shall vest in Owner upon execution of this Agreement. Title to the Equipment will remain with the Owner throughout the Rental Term. Renter shall be responsible for the filing fees, charges, and any other costs associated with the registration of the title. Renter agrees that Owner or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Renter which Owner deems necessary or appropriate to protect Owner's interest in the Equipment and in this Agreement.

Section 6.02 Owner. Renter acknowledges and agrees that Owner is sole and exclusive owner of the Equipment, and that by the execution of this Agreement, Renter shall not possess or obtain any ownership interest, legal or equitable, in the Equipment, except solely as Renter hereunder and subject to the terms hereof. The Equipment is and shall at all times be and remain, personal property, notwithstanding that the Equipment or any part thereof may now be, or hereafter become in any manner affixed or attached to real property.

VII. Assignment

Section 7.01 Assignment by Owner. All of Owner's rights, title and/or interest in the Rental Payments may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Owner at any time without the consent of Renter. No such assignment shall be effective as against Renter until the assignor shall have filed with Renter written notice of assignment identifying the assignee. Renter shall pay all Rental Payments due hereunder relating to such Equipment to or at the direction of Owner or the assignee named in the notice of assignment. Renter shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Renter. None of Renter's right, title and interest under this Agreement and in the Equipment may be assigned by Renter unless Owner approves of such assignment in writing before such assignment occurs.

VIII. Maintenance of Equipment

Section 8.01 Maintenance. Renter shall pay any and all fees, property taxes or other taxes, charges and expenses and comply with all laws related to the use, possession, and operation of the Equipment while it is in Renter's possession, including obtaining all approvals and permits related to the use and/or possession of the Equipment. Renter shall maintain and keep the Equipment in good repair and safe operating condition during the term of this Agreement in accordance to Supplier's recommendations including but not limited to regular maintenance of all HVAC equipment. Renter will be liable for all damage to the Equipment, other than normal wear and tear, caused by Renter, its employees or its agents. Renter shall not during the term of this Agreement create, incur or assume any liens, or encumbrances of any kind with respect to the Equipment except those created by this Agreement. Renter shall allow Owner to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Agreement:

- (a) Failure by Renter to pay any Rental Payment listed on Exhibit "B" for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit "B".
- (b) Failure to pay any other payment required to be paid under this Agreement at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Owner that such payment must be made. If Renter continues to fail to pay any payment after such period, then Owner may, but will not be obligated to, make such payments and charge Renter for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Renter to observe and perform any warranty, covenant, condition, promise or duty under this Agreement for a period of thirty (30) days after written notice specifying such failure is given to Renter by Owner, unless Owner agrees in writing to an extension of time. Owner will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Renter. Subsection (c) does not apply to Rental Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Renter in or pursuant to this Agreement which proves to be false, incorrect or misleading on the date when made regardless of Renter's intent and which materially adversely affects the rights or security of Owner under this Agreement.
- (e) Any provision of this Agreement which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Owner.
- (f) Renter admits in writing its inability to pay its obligations. Renter defaults on one or more of its other obligations. Renter applies or consents to the appointment of a receiver or a custodian to manage its affairs. Renter makes a general assignment for the benefit of Owners.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Owner shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Agreement, Owner may declare all Rental Payments and other amounts payable by Renter hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Agreement, Owner may require Renter at Renter's expense to redeliver any or all of the Equipment to Owner as provided below in Section 9.04. Such delivery shall take place within 15 days after the event of default occurs. If Renter fails to deliver the Equipment, Owner may enter the premises where the Equipment is located and take possession of the Equipment and charge Renter for cost incurred. Notwithstanding that Owner has taken possession of the Equipment, Renter shall still be obligated to pay the remaining Rental Payments due up until the end of the then current Original Term or Renewal Term. Renter will be liable for any damage to the Equipment caused by Renter or its employees or agents.
- (c) Owner may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Renter shall be responsible to Owner for all costs incurred by Owner in the enforcement of its rights under this Agreement including, but not limited to, reasonable attorney fees.

Section 9.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Owner is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04. Return of Equipment and Storage.

- (a) **Surrender:** The Renter shall, at its own expense, surrender the Equipment to the Owner in the event of a default by delivering the Equipment to the Owner to a location accessible by common carrier and designated by Owner.
- (b) **Delivery:** The Equipment shall be delivered to the location designated by the Owner by a common carrier unless the Owner agrees in writing that a common carrier is not needed. When the Equipment is delivered into the custody of a common carrier, the Renter shall arrange for the shipping of the item and its insurance in transit in accordance with the Owner's instructions and at the Renter's sole expense. Renter at its expense shall completely sever and disconnect the Equipment or its component parts from the Renter's property all without liability to the Owner. Renter shall pack or crate the Equipment and all of the component parts of the Equipment carefully and in accordance with any recommendations of the manufacturer. The Renter shall deliver to the Owner the plans, specifications operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and such other documents in the Renter's possession relating to the maintenance and methods of operation of such Equipment.
- (c) **Condition:** When the Equipment is surrendered to the Owner it shall be in the condition and repair required to be maintained under this Agreement. It will also meet all legal regulatory conditions necessary for the Owner to sell or lease it to a third party and be free of all liens. If Owner reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Owner may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Renter shall promptly reimburse Owner for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Owner, the Renter shall provide free storage for the Equipment or any item of the Equipment for a period not to exceed 60 days after the expiration of its lease term before returning it to the Owner. The Renter shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Owner shall reimburse the Renter on demand for the incremental premium cost of providing such insurance.

X. Miscellaneous

Section 10.01. Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02. Binding Effect. Renter acknowledges this Agreement is not binding upon the Owner or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Owner's satisfaction, and Owner has executed the Agreement. Thereafter, this Agreement shall inure to the benefit of and shall be binding upon Owner and Renter and their respective successors and assigns.

Section 10.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04. Amendments, Addenda, Changes or Modifications. This Agreement may be amended, added to, changed or modified by written agreement duly executed by Owner and Renter. Furthermore, Owner reserves the right to directly charge or amortize into the remaining balance due from Renter, a reasonable fee, to be determined at that time, as compensation to Owner for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Renter.

Section 10.05. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06. Captions. The captions or headings in this Agreement do not define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 10.07. ARTICLE 2A WAIVERS. In the event that Article 2A of the Uniform Commercial Code is adopted under applicable state law and applies to this Agreement, then Renter, to the extent permitted by law, waives any and all rights and remedies conferred upon a Renter by Sections 2A-508 through 2A 522 of such Article 2A, including, but not limited to, Renter's rights to: (i) cancel or repudiate this Agreement; (ii) reject or revoke acceptance of the Equipment, Software or Services; (iii) claim, grant or permit a security interest in the Equipment in Renter's possession or control for any reason; (iv) deduct from Rental payments or other amounts due hereunder, all or any part of any claimed damages resulting from Owner's default, if any, under this Agreement; (v) accept partial delivery of the Equipment; (vi) "cover" by making any purchase or lease of, or contract to purchase or lease equipment in substitution for Equipment designated in this Agreement; and (vii) obtain specific performance, replevin, detinue, sequestration, claim and delivery or the like for any Equipment identified to this Agreement. To the extent permitted by applicable law, Renter also hereby waives any rights now or hereafter conferred by statute or otherwise which may require Owner to sell, lease or otherwise use any Equipment in mitigation of Owner's damages or which may otherwise limit or modify any of Owner's rights or remedies.

Section 10.08. Master Rental. This Agreement can be utilized as a Master Rental Agreement. This means that the Owner and the Renter may agree to the rental of the additional Equipment under this Agreement at some point in the future by executing one or more Additional Schedules to Exhibit A, Exhibit B, Exhibit C and Exhibit D as well as other exhibits or documents that may be required by Owner. For purposes of this section, the term "Additional Schedule" refers to the proper execution of additional Schedules to Exhibit A, Exhibit B, Exhibit C and Exhibit D as well as other exhibits or documents that may be required by the Owner all of which relate to the renting of additional Equipment. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Agreement shall govern to each Additional Schedule.

Section 10.09. Entire Writing. This Agreement constitutes the entire writing between Owner and Renter. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Agreement or the Equipment rented hereunder. Any terms and conditions of any purchase order or other documents submitted by Renter in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Owner and will not apply to this Agreement.

Section 10.10. Choice of Law. This Agreement shall be governed according to the laws of the State of the Renter.

Owner and Renter have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

City of Belton, Missouri (Belton Parks and Recreation)

Berry Companies, Inc. DBA KC Bobcat

Signature

Signature

Printed Name and Title

Printed Name and Title

EXHIBIT A
DESCRIPTION OF EQUIPMENT

RE: Rental Agreement dated as of April 1, 2019, between Berry Companies, Inc. DBA KC Bobcat (Owner) and City of Belton, Missouri (Belton Parks and Recreation) (Renter)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) 2018 Bobcat S595-M Skid-Steer Loader, SN: B3NL13226, with One (1) 68" LP Bucket

Physical Address of Equipment after Delivery : 708 Mauer Parkway, Belton, MO 64012

EXHIBIT B
PAYMENT SCHEDULE

RE: Rental Agreement dated as of April 1, 2019, between Berry Companies, Inc. DBA KC Bobcat (Owner) and City of Belton, Missouri (Belton Parks and Recreation) (Renter)

Date of First Payment: October 1, 2019
 Total Number of Payments: One (1)
 Number of Payments Per Year: One (1)

Pmt No.	Due Date	Rental Payment	*+Stipulated Loss Value
1	01-Oct-19	\$3,750.00	\$30,122.27

City of Belton, Missouri (Belton Parks and Recreation)

Signature

Printed Name and Title

**Assumes all Rental Payments due to date are paid*

†Stipulated Loss Value is not Fair Market Value (FMV), and should not be interpreted as same. FMV, as referenced in 3.06, can only be obtained from Owner at end of term.

EXHIBIT C
CERTIFICATE OF ACCEPTANCE

RE: Rental Agreement dated as of April 1, 2019, between Berry Companies, Inc. DBA KC Bobcat (Owner) and City of Belton, Missouri (Belton Parks and Recreation) (Renter)

I, the undersigned, hereby certify that I am a duly qualified representative of Renter and that I have been given the authority by the Governing Body of Renter to sign this Certificate of Acceptance with respect to the above referenced Agreement. I hereby certify that:

1. The Equipment described on Exhibit A has been delivered and installed in accordance with Renter's specifications.
2. Renter has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Renter has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Budget Year of Renter, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
4. Renter has obtained insurance coverage as required under the Agreement from an insurer qualified to do business in the State.
5. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
6. The governing body of Renter has approved the authorization, execution and delivery of this Agreement on its behalf by the authorized representative of Renter who signed the Agreement.
7. Please list the Source of Funds (Fund Item in Budget) for the Rental Payments that come due under Exhibit B of this Agreement.

Source of Funds : _____

If the above Source of Funds is solely a grant type fund, then the Renter, by signing below, hereby authorizes the General Fund of the Renter as a backup source of funds from which the Rental Payments can be made.

City of Belton, Missouri (Belton Parks and Recreation)

Signature

Printed Name and Title

EXHIBIT D

CERTIFICATE OF AUTHORIZATION

RE: Rental Agreement dated as of April 1, 2019, between Berry Companies, Inc. DBA KC Bobcat (Owner) and City of Belton, Missouri (Belton Parks and Recreation) (Renter)

1. **Determination of Need.** The Governing Body of Renter, either through direct board action or indirectly through its officers, officials or other authorized representatives, has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Rental Agreement ("Agreement") dated as of April 1, 2019, between City of Belton, Missouri (Belton Parks and Recreation) (Renter) and Berry Companies, Inc. DBA KC Bobcat (Owner).

2. **Approval and Authorization.** The Governing Body of Renter, either through direct board action or indirectly through its officers, officials or other authorized representatives has determined that it is in the best interest of the Renter to enter into a lease substantially in the form of the Agreement to finance the purchase of the Equipment described on Exhibit A of the Agreement. The Governing Body of Renter has duly authorized the individuals listed below to execute the Agreement and all documents related thereto on behalf of the Renter. Such authorization derives from either direct board action or indirectly through established policies and procedures or bylaws all as allowed by law.

Authorized Individual(s): _____
(Printed or Printed Name and Title of individual(s) authorized to execute the Agreement)

3. **Adoption.** The signatures below from the designated individuals of the Governing Body of the Renter evidence the adoption of this Certificate of Authorization

Signature: _____
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Printed Name & Title: _____
(Printed Name and Title of individual who signed directly above)

Attested By: _____
(Signature of one additional person who can witness the passage of this Resolution)

Printed Name & Title: _____
(Printed Name and Title of individual who signed directly above)

NOTICE OF ASSIGNMENT

APRIL 1, 2019

Berry Companies, Inc. DBA KC Bobcat (Owner/Assignor) hereby gives notice of an Assignment between Owner/Assignor and KS StateBank (Assignee) of the Rental Agreement (Contract) between Owner/Assignor and City of Belton, Missouri (Belton Parks and Recreation), dated as of April 1, 2019.

All Rental Payments coming due pursuant to the Contract shall be made to:

KS StateBank
P.O. Box 69
Manhattan, Kansas 66505-0069

Berry Companies, Inc. DBA KC Bobcat, Owner/Assignor

Signature

Printed Name and Title

ACKNOWLEDGEMENT OF AND CONSENT TO ASSIGNMENT

City of Belton, Missouri (Belton Parks and Recreation) (Renter) as party to a Rental Agreement dated as of April 1, 2019 between Renter and Berry Companies, Inc. DBA KC Bobcat (Owner), hereby acknowledges receipt of a Notice of Assignment dated April 1, 2019 whereby Owner gave notice of its assignment to KS StateBank of its right to receive all Rental Payments due from Renter under the Contract and hereby consents to that Assignment. Pursuant to the Notice of Assignment from Owner, Renter agrees to deliver all Rental Payments coming due under the Contract to:

KS StateBank
P.O. Box 69
Manhattan, Kansas 66505-0069

City of Belton, Missouri (Belton Parks and Recreation)

Signature

Printed Name and Title

INSURANCE REQUIREMENTS

Pursuant to Article V of the Rental Agreement, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:

City of Belton, Missouri (Belton Parks and Recreation)
506 Main Street
Belton, Missouri 64012

Certificate Holder:

KS StateBank
1010 Westloop, P.O. Box 69
Manhattan, Kansas 66505-0069

1. Equipment Description

- ◆ One (1) 2018 Bobcat S595-M Skid-Steer Loader, SN: B3NL13226, with One (1) 68" LP Bucket
- ◆ Please include all applicable VIN's, serial numbers, etc.

2. Physical Damage

- ◆ All risk coverage to guarantee proceeds of at least \$32,487.97.

3. Deductible

- ◆ The deductible amounts on the insurance policy should not exceed \$5,000.00.

4. Liability

- ◆ Minimum Combined Single Limit of \$1,000,000.00 combined single-limit on bodily injury and property damage.

5. Additional Insured and Loss Payee

- ◆ KS StateBank AOIA (and/or Its Assigns) MUST be listed as additional insured and loss payee.

Please forward certificate as soon as possible to: Email: dcarnahan@kcbobcat.com
or
Fax: (816) 229-7631

Please complete the information below and return this form along with the Agreement.

City of Belton, Missouri (Belton Parks and Recreation)

Insurance Company: _____

Agent's Name: _____

Telephone #: _____

Fax #: _____

Address: _____

City, State Zip: _____

Email: _____

PREFERRED

*As an additional payment option for Renter, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Renter is authorizing Owner to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries, and, if necessary, to reinstate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Agreement Number 3355362	Payment Amount \$3,750.00	Frequency of Payments Annual
Beginning Month _____ Year _____	Day of Month 1st	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

Financial Institution Name		Branch	
Address	City	State	Zip
Routing Number		Account Number	

Type of Account Checking Savings

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

Renter Name on Agreement City of Belton, Missouri (Belton Parks and Recreation)	
Signature	Printed Name and Title
Tax ID Number 44-0000137	Date

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act
USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.



7/1/2019

CERTIFICATE OF COVERAGE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Covered Entity: Midwest Public Risk Of Missouri 19400 E Valley View Parkway Independence, MO 64055 City of Belton	Companies affording Coverage: Midwest Public Risk of Missouri (Property, Liability, WC) Alliant Property Insurance Program (Property and Boiler & Machinery) Governmental Entities Mutual/Safety National (Liability) Safety National (Workers' Compensation)
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This is to certify that the coverages listed below have been issued to the member named above for the period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The coverage described herein is subject to all the terms, exclusions and conditions of the relevant coverage document.

Coverage Type	Policy Number	Effective Date	Expiration Date	Covered Property	Limits
<input checked="" type="checkbox"/> Property	017471590/06	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> Buildings <input checked="" type="checkbox"/> Personal Property <input checked="" type="checkbox"/> Contents <input checked="" type="checkbox"/> Inland Marine <input checked="" type="checkbox"/> Auto Physical Damage	\$500,000,000
<input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Occurrence <input checked="" type="checkbox"/> Claims-Made (PO/EPL)	MPR 105	7/1/2019	7/1/2020	Each Occurrence Medical Expense Personal/Advertising Injury Member Aggregate	\$4,000,000 \$5,000 \$4,000,000 \$5,000,000
<input checked="" type="checkbox"/> Auto Liability Any Auto Owned/Schedule d Hired/Non- Owned	MPR 105	7/1/2019	7/1/2020	Combined Single Limit (per occ) Bodily Injury (per person) Bodily Injury (per occ) Property Damage (per occ)	\$4,000,000
<input checked="" type="checkbox"/> Workers' Compensation	AGC4049010	7/1/2019	7/1/2020	Statutory Limits <input checked="" type="checkbox"/> Employers' Liability <input checked="" type="checkbox"/> Each Accident Policy Limit	\$1,000,000 \$1,000,000
<input checked="" type="checkbox"/> Cyber	MPR 105	7/1/2019	7/1/2020		\$2,000,000
<input checked="" type="checkbox"/> Crime and Employee Fidelity	MPR 105	7/1/2019	7/1/2020		\$1,000,000
<input checked="" type="checkbox"/> Boiler & Machinery	017471590/06	7/1/2019	7/1/2020		\$10,000,000

Description of operations / locations/ vehicles / exclusions added by endorsement / special provisions:
 Berry Companies, Inc., d/b/a KC Bobcat of Olathe, Kansas to lease a Bobcat S595 loader with 68 inch LP smooth bucket

Certificate Holder: Kansas State Bank PO Box 69 Manhattan KS 66505-0069	Cancellation: Should any of the above described coverages be cancelled before the expiration date thereof, MPR will not be held liable or obligated to the Member, its agents or representatives. <div style="text-align: center;"> <p>Terry W. Norwood, CEO</p> </div>
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