# Agenda of the Belton City Council
# Work Session & Regular Meeting
# May 14, 2019 – 6:00 p.m.
# City Hall Annex
# 520 Main Street, Belton, Missouri

I. CALL WORK SESSION TO ORDER

II. ITEMS FOR REVIEW AND DISCUSSION

A. Stormwater Management Program Plan Presentation

The plan will also be available on the City's website.

III. ADJOURN WORK SESSION

IV. CALL REGULAR MEETING TO ORDER

V. PLEDGE OF ALLEGIANCE – Councilman VanWinkle

VI. ROLL CALL

VII. CONSENT AGENDA

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

A. **Motion approving the minutes of the April 23, 2019, City Council Work Session and Regular Meeting.**

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B. **Motion authorizing the sale of surplus city inventory/personal property by Mayo Auction & Realty.**

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C. **Motion authorizing the purchase of a DR3900 Spectrophotometer Micro Distillation Kit for $11,199.81. This purchase is included in the FY2020 budget.**

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D. Motion approving Resolution R2019-41
**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.**

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E. Motion approving Resolution R2019-42
**A resolution approving Task Agreement No. 2020-1 with FTC Equipment, LLC to replace Service Pump #2 and purchase an additional backup pump for the Wastewater Treatment Plant in the amount of $22,607.36.**

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F. Motion approving Resolution R2019-43
**A resolution approving Task Agreement No. 2019-2 with JCI Industries, Inc. to replace the motor end shaft and bearings for Aerator #7 in the amount of $28,469.00.**

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G. Motion approving Resolution R2019-44
**A resolution reappointing George Shurm and Rusty Sullivan and appointing Zebadiah Morlok and Jennifer Garner to the Municipal Park Board.**

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H. Motion approving Resolution R2019-45
**A resolution appointing Directors to the Board of Directors of the Y Belton Two Community Improvement District.**

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I. Motion approving Resolution R2019-46
**A resolution authorizing an agreement with Opencities, Inc. for website publishing, management and hosting services for the City of Belton.**

The FY2020 budget includes funds for a City website upgrade. After looking at multiple options, staff has determined that OpenCities is the best solution for citizens. Staff desires to have a website for residents, visitors, and staff that will transform their interactions with the City. OpenCities will provide a full-featured, mobile and accessible design to allow users to easily find information they are looking for and allow them to pay tickets and utility bills, begin utility service, find jobs, and see what news or events are happening in our community.

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VIII. PERSONAL APPEARANCES

A. Proclamation for Peace Officers Memorial Day and Police Week

B. Mark Miller, 505 Silverado/14707 S. Benton – recycling

IX. ORDINANCES

A. Motion approving both readings of Bill No. 2019-26
**An ordinance approving the Reappropriation & Revision of the City of Belton Fiscal Year 2020 adopted City Budget.**

This ordinance will amend the FY20 budget to reflect the City's actual cash carryover balance in each fund as of April 1, 2019 and will also reappropriate funds in the FY20 budget that were approved in the FY19 budget but were not completed before the year end.

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B. Motion approving both readings of Bill No. 2019-27
**An ordinance approving the Final Plat of Southview Commerce Center South 2nd Plat located NW ¼ and SW ¼, Sec, 1, T46n, R33w, in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's office.**

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X. RESOLUTIONS

XI. CITY COUNCIL LIAISON REPORTS

XII. MAYOR'S COMMUNICATIONS

XIII. CITY MANAGER'S REPORT

May & June 2019 meetings
05/28 work session & regular meeting – 6:00 p.m.
06/11 work session & regular meeting – 6:00 p.m.
06/25 work session & regular meeting – 6:00 p.m.

XIV. OTHER BUSINESS

A. Request for Records Fee Waiver

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XV. Motion to enter Executive Session to discuss matters pertaining to negotiated contracts, according to Missouri Statute 610.021.12; matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2; 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 that the record be closed, and the meeting adjourn from there.

# SECTION VII
# A

# Minutes of the Belton City Council
# Work Session & Regular Meeting
# April 23, 2019
# City Hall Annex
# 520 Main Street, Belton, Missouri

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

Padraic Corcoran, Attorney, presented a City Council orientation.

Carolyn Yatsook, Economic Development Director, informed the City Council the Y Highway Marketplace TIF has a potential letter of intent for a business. There will be more to come on this at a later date.

Being no further business, Mayor Davis adjourned the work session at 6:52 p.m. and called the regular meeting to order.

Councilman Trutzel led the Pledge of Allegiance to the Flag.

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

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

**CONSENT AGENDA**

Mayor Davis stated we need to remove the following motion from the consent agenda – **Motion approving the purchase of a 2019 Ford F250, Regular Cab, 4x4 vehicle for the Public Works Department.** There will be more information about this item at a future meeting.

Councilman Lathrop asked for R2019-36 and R2019-37 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 April 9, 2019, City Council Work Session and Regular Meeting.
- approving the February 2019 and March 2019 Municipal Division Summary Reports for Municipal Court.
- approving Resolution R2019-35: **A resolution appointing Dean VanWinkle to serve as the City Council Liaison to the Public Safety Sales Tax Oversight Committee.**
- approving Resolution R2019-38: **A resolution authorizing the City Council of Belton, Missouri to reappoint Ron Branan, Fred Hastie, and Pete Peterson and to appoint Tom MacPherson to the Tax Increment Financing Commission.** *There was a scrivener's error in the resolution presented. The error did not affect the content of the resolution. The signed resolution has been amended.
- approving Resolution R2019-39: **A resolution authorizing and approving a renewal of the Food Service Agreement between the City of Belton, Missouri and Belton Regional Medical Center, for food services to Belton jail prisoners.**

- approving Resolution R2019-40: **A resolution authorizing the City of Belton, Missouri through its Police Department to renew the software subscription with Omnigo Software.** *There was a scrivener's error in the title that was presented. The resolution presented was correct. The minutes reflect the corrected title.

Councilwoman Peek seconded. All voted in favor. Consent agenda approved.

**Andrea Cunningham, City Clerk, read Resolution R2019-36: A resolution of the City of Belton, Missouri, approving the renewal of a contract with Earthworks Excavation and Associates, LLC, for a term of one (1) year with the option of up to one (1) additional one year renewal for demolition of dangerous residential structures services on an as needed basis.**

Councilman Lathrop asked about the rate. It wasn't presented in the renewal materials. Alexa Barton, City Manager, said the rate didn't go up. Presented by Councilman Lathrop, seconded by Councilman Trutzel. Vote on the resolution was recorded with all voting in favor. Resolution passed.

**Ms. Cunningham read Resolution R2019-37: A resolution of the City of Belton, Missouri authorizing and approving the Service Agreement between the Institute for Building Technology and Safety and the City of Belton, Missouri for a term of two (2) years and the automatic renewal and extension of an additional two (2) years until either jurisdiction terminates the service agreement with a 90-day written notice of termination in advance of the expiration.**

Councilman Lathrop asked about the cost difference between residential and commercial reviews. Dave Clements, Planning Director, said commercial reviews are more extensive and detailed. Councilman Clark asked if we're ultimately planning to fill the vacant position. Ms. Barton said yes, we just need this service in the interim. Presented by Councilman Lathrop, seconded by Councilwoman Peek. Vote on the resolution was recorded with all voting in favor. Resolution passed.

## PERSONAL APPEARANCES

Councilwoman Davidson read and presented the 2019 Arbor Day Proclamation to the Park Department.

## ORDINANCES

**Ms. Cunningham read Bill No. 2019-24: An ordinance approving the Avid Hotel - Belton a tract of land located in the Southeast Quarter of Section 12, Township 46 North, Range 33 West, in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's office.**

Presented by Councilman Trutzel, seconded by Councilman Lathrop. Councilman Clark asked if there was a TIF associated with this hotel. Ms. Barton said no. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilman Trutzel moved to hear the final reading.** Councilman Lathrop seconded. Vote to hear the final reading was recorded with all voting in favor. Motion passed. The final reading was read. Presented by Councilwoman Peek, seconded by Councilman Finn. Vote on the final reading was recorded:

Ayes: 9 Lathrop, Finn, Peek, Savage, Trutzel, Davidson, Clark, VanWinkle, Mayor Davis
Noes: 0
Absent: 0

Bill No. 2019-24 was declared passed and in full force and effect as **Ordinance No. 2019-4511**, subject to Mayoral veto.

**Ms. Cunningham read Bill No. 2019-25: An ordinance amending Chapter 14 - Nuisances, Section 14-5(d) - right of entry for purposes of enforcement, of the Belton Code of Ordinances, as it relates to the execution of administrative warrants for the abatement of nuisances.**

Presented by Councilman Trutzel, seconded by Councilwoman Peek. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilman Lathrop moved to hear the final reading.** Councilwoman Peek 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: 9 Mayor Davis, Davidson, Clark, Finn, Trutzel, Lathrop, Savage, VanWinkle, Peek
Noes: 0
Absent: 0

Bill No. 2019-25 was declared passed and in full force and effect as **Ordinance No. 2019-4512**, subject to Mayoral veto.

## CITY COUNCIL LIAISON REPORTS

Councilwoman Davidson gave a Park report

- Easter egg hunt last weekend. It was well attended.
- Paint party on May 1 at Memorial Station
- Princess party on June 1 at High Blue Wellness Center
- Big Bounce America on May 17-19 at Wallace Park. Tickets online.
- Summerfest on June 15 at Memorial Station

## MAYOR'S COMMUNICATIONS

Belton Cares is accepting cash donations for the after graduation party on May 9.

BCPI is accepting donations for repairs to the museum.

Councilman Lathrop said last week a bus from McAlester, OK, broke down at Cracker Barrel. The manager fed them all for free while they waited for repairs.

## CITY MANAGER'S REPORT

There was good turnout for the stream clean up event.

Is there interest by the Council to have a City Council picture taken? We haven't done it in quite a few years. Yes, we will plan to do this May 14.

May & June 2019 meetings
05/14 work session & regular meeting – 6:00 p.m.
05/28 work session & regular meeting – 6:00 p.m.
06/11 work session & regular meeting – 6:00 p.m.
06/25 work session & regular meeting – 6:00 p.m.

**OTHER BUSINESS**

Councilman Clark asked about our sign ordinance. Mr. Clements said corner signs are not allowed and staff do pick them up while they're out in town.

Councilman Lathrop said he was contacted by someone on Allen Ave about the dirt being moved by Northpoint and it potentially coming down into the creek.

At 7:28 p.m. Councilman VanWinkle moved to enter Executive Session to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2; matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; and that the record be closed and the meeting adjourn from there. Councilman Lathrop seconded. The following vote was recorded:
Ayes: 9 Trutzel, Finn, VanWinkle, Savage, Peek, Davidson, Clark, Lathrop, Mayor Davis
Noes: 0
Absent: 0

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

_____ _____

Andrea Cunningham, City Clerk Mayor Jeff Davis

# SECTION VII
# B

**Items ready for Auction - 5/14/19**

**Park Department**

| Item | Serial Number |
|---|---|
| GM Dumptruck | 1GBP7H1J1LJ202137 |
| Gravely Mower | 992239-000215 |
| Gravely Mower | 992239-000240 |
| Kinesis Wall System by Technogym | A0000197AA-1 DELTA |
| Kinesis Wall System by Technogym | A0000206AA-1 GAMMA |
| Kinesis Wall System by Technogym | A0000207AA-1 BETA |
| Kinesis Wall System by Technogym | A0000204AA-1 ALPHA |

**Admin - City Hall**

| Item |
|---|
| Wall art |
| metal magazine holder |

# SECTION VII
# C

PUBLIC WORKS

# CITY OF BELTON
# CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** May 14, 2019 **DIVISION:** Water Services/ Wastewater Treatment Plant

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

| | | | | |
|---|---|---|---|---|
| ☐ Ordinance | ☐ Resolution | ☒ Consent Item | ☐ Change Order | ☒ Motion |
| ☐ Agreement | ☐ Discussion | ☐ FYI/Update | ☐ Presentation | ☐ Both Readings |

## ISSUE/RECOMMENDATION:

Wastewater Treatment Plant staff is currently using an Ion Sensing Electrode (ISE) for determining ammonia readings in the wastewater effluent. ISE equipment is difficult to maintain and calibrate. Staff recommends replacing the ISE with a DR3900 spectrophotometer system which uses light wave frequency and is much more user friendly and reliable. The DR3900 tests for many additional constituents besides ammonia, including phosphorous, nitrates, nitrites, and Chemical Oxygen Demand (COD), and the manufacturer includes step-by-step instructions and online videos for assisting in training.

Three bid proposals were received for the spectrophotometer system and HACH Company had the lowest and best bid. Staff recommends approval to purchase a DR3900 Spectrophotometer, Micro Distillation Kit, and related supplies from the HACH Company in the amount of $11,199.81 (including $189.40 for shipping). This purchase was included and approved in the FY2020 budget.

## IMPACT/ANALYSIS:

**FINANCIAL IMPACT**

| | | |
|---|---|---|
| Contractor: | | HACH Company |
| Amount of Request/Contract: | $ | 11,199.81 (includes $189.40 shipping) |
| Amount Budgeted: | $ | 19,000.00 |
| Funding Source: | | 660-0000-495-7400 WW 2010 |
| Additional Funds: | $ | n/a |
| Funding Source: | | n/a |
| Encumbered: | $ | n/a |
| Funds Remaining: | $ | 7,800.19 |

## STAFF RECOMMENDATION, ACTION, AND DATE:

Staff recommends approval to purchase a DR3900 Spectrophotometer, Micro Distillation Kit, and related supplies from the HACH Company in the amount of $11,199.81.

## LIST OF REFERENCE DOCUMENTS ATTACHED:

Spectrophotometer Quotes Summary

# Quote Summary

## Spectrophotometer Kit

| Item | | HACH | | Core & Main | | Thomas |
|---|---|---|---|---|---|---|
| DR3900 Spectrophotometer | $ | 4,373.80 | $ | 5,416.48 | $ | 4,543.42 |
| Ammonia TNT ULR | $ | 55.57 | $ | 68.82 | $ | 62.67 |
| Ammonia TNT LR | $ | 55.57 | $ | 68.82 | $ | 62.67 |
| Ammonia TNT HR | $ | 55.57 | $ | 68.82 | $ | 62.67 |
| Pipet, 1.0-5.0 | $ | 281.20 | $ | 348.24 | $ | 296.00 |
| Pipet Tips for 1.0-5.0 pipets | $ | 30.35 | $ | 37.59 | $ | 34.23 |
| Tenset Pipet 1.0-10.0 | $ | 288.80 | $ | 357.65 | $ | 316.67 |
| Pipet Tips for Tenset | $ | 12.21 | $ | 15.12 | $ | 13.77 |
| **Subtotal** | $ | 5,153.07 | $ | 6,381.54 | $ | 5,392.10 |
| **Shipping (if supplied)** | $ | 94.70 | | | | |

## Micro Distillation Kit

| Item | | HACH | | Core & Main | | Thomas |
|---|---|---|---|---|---|---|
| KTO: Micro Distillation with Acc. | | | | | | |
| *Training CD | | | | | | |
| * User Manuals | | | | | | |
| * MD tubes, user fill pk/10 | | | | | | |
| * ACSS Kit, MD-Digital | | | | | | |
| * Micro-Dist-Digital, 110 V | $ | 5,531.00 | $ | 6,507.06 | $ | 6,584.52 |
| Tubes, Micro-dist; pk/50 | $ | 326.34 | $ | 518.83 | $ | 551.25 |
| **Subtotal** | $ | 5,857.34 | $ | 7,025.89 | $ | 7,135.77 |
| **Shipping (if supplied)** | $ | 94.70 | | | | |
| **TOTAL (not including Shipping)** | $ | 11,010.41 | $ | 13,407.43 | $ | 12,527.87 |

# SECTION VII
# D

**R2019-41**

**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 Underground Vaults & Storage, Inc in Kansas City, Missouri to destroy certain 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

## Park Department - Record Retention 5/14/19

| Description | Year | Retention Requirement | Retention Code | Destroy Date | Box ID# |
|---|---|---|---|---|---|
| Wallace Phase II | 2008 | 10 years after occupancy | GS 099 | 2018 | 2018-14 |
| | | | | | |
| Memberships | 2015 | 3 Years | GS065 | 2018 | 2018-30.4 |
| | 2014 | 3 Years | GS065 | 2017 | 2018-30.5 |
| | 2012 | 3 Years | GS065 | 2015 | 2018-30.6 |
| | 2009 | 3 Years | GS065 | 2012 | 2018-30.7 |
| | 2010 | 3 Years | GS065 | 2013 | 2018-30.8 |
| | 2009 | 3 Years | GS065 | 2012 | 2018-30.9 |
| | 2007 | 3 Years | GS065 | 2011 | 2018-30.10 |
| | 2007 | 3 Years | GS065 | 2011 | 2018-30.11 |
| | 2011 | 3 Years | GS065 | 2014 | 2018-30.12 |
| | 2012 | 3 Years | GS065 | 2015 | 2018-30.15 |
| | 2012-2015 | 3 Years | GS065 | 2018 | 2018-30.16 |
| | 2013-2015 | 3 Years | GS065 | 2018 | 2018-30.17 |
| | 2012 | 3 Years | GS065 | 2015 | 2018-30.18 |
| | | | | | |
| Purchase Orders | 2014-2017 | Completion of Audit | GS 007 | 2017 | 2018-34 |
| | | | | | |
| Receipts | 2017 | Completion of Audit | GS 008 | 2018 | 2018-45 |
| | 2009 | Completion of Audit | GS 008 | 2010 | 2018-46.6 |
| | | | | | |
| Deposits | July 2010-May 2017 | Completion of Audit + 1 year | GS 010 | May-18 | 2018-53 |
| | 2010-2016 | Completion of Audit + 1 year | GS 010 | 2018 | 2018-54 |
| | Jul-05 | Completion of Audit + 1 year | GS 010 | 2011 | 2018-56.2 |
| | 2011 | Completion of Audit + 1 year | GS 010 | 2013 | 2018-56.3 |
| | 2011 | Completion of Audit + 1 year | GS 010 | 2013 | 2018-56.4 |
| | 2012 | Completion of Audit + 1 year | GS 010 | 2014 | 2018-56.5 |
| | 2012 | Completion of Audit + 1 year | GS 010 | 2014 | 2018-56.6 |
| | 2012 | Completion of Audit + 1 year | GS 010 | 2014 | 2018-56.7 |
| | 2008/2009 | Completion of Audit + 1 year | GS 010 | 2011 | 2018-56.8 |
| | | | | | |
| Billing Logs | 2016 | Completion of Audit | GS 008 | 2018 | 2018-63.2 |
| | | | | | |
| Expenditures | 2011 | Completion of Audit | GS 007 | 2018 | 2018-66.2 |
| | | | | | |
| Credit Cards | 2014 | Completion of Audit | GS 008 | 2016 | 2018-69.2 |
| | 2008 | Completion of Audit | GS 008 | 2010 | 2018-69.3 |
| | 2009 | Completion of Audit | GS 008 | 2011 | 2018-69.4 |
| | 2009 | Completion of Audit | GS 008 | 2011 | 2018-69.5 |
| | | | | | |
| Employee Applications | 2013 | 3 Years | GS 062 | 2016 | 2018-70.2 |
| | 2011 | 3 Years | GS 062 | 2015 | 2018-70.3 |
| | 1987 | 3 Years | GS 062 | 1991 | 2018-70.4 |
| | 2014 | 3 Years | GS 062 | 2017 | 2018-70.5 |

# SECTION VII
# E

**R2019-42**

**A RESOLUTION APPROVING TASK AGREEMENT NO. 2020-1 WITH FTC EQUIPMENT, LLC TO REPLACE SERVICE PUMP #2 AND PURCHASE AN ADDITIONAL BACKUP PUMP FOR THE WASTEWATER TREATMENT PLANT IN THE AMOUNT OF $22,607.36.**

**WHEREAS**, there are currently two pumps that supply non-potable water to the Wastewater Treatment Plant (WWTP) for washdowns and solids processing. These pumps are essential to the daily operations at the WWTP. Earlier in 2019, Service Pumps #1 and #2 began having issues and Service Pump #1 was replaced as approved by City Council per Resolution R2019-19; and

**WHEREAS**, Service Pump # 2 at the WWTP is out of service. Service Pump # 2 was installed in 2012 and runs about 4,400 hours per year. Although this pump was installed in 2012, it has seen a dramatic rise in runtime since the completion of the latest plant upgrades in 2017. The estimated repair cost is $11,570.00 to $13,462.62. After evaluating the pump and repair costs, Staff recommends that this pump be replaced instead of repaired.

Bids were requested from the City's On-Call Pump Repair and Service contractors. Each contractor submitted a pump with the same specifications. Bids ranged from $16,000 to $30,674 with FTC Equipment, LLC (FTC) submitting the lowest and best bid of $16,000. FTC also provided a discounted cost of $22,607.36 for the City to purchase two pumps so that one could be used as a backup. Based on the cost savings, Staff recommends approving the purchase of two pumps from FTC to replace Service Pump #2 and provide a backup; and

**WHEREAS**, the City Council believes approving Task Agreement No. 2020-1 with FTC Equipment, LLC in the amount of $22,607.36 to replace Service Pump #2 and purchase an additional backup pump for the WWTP is beneficial to the citizens of Belton and the wastewater treatment system.

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

**SECTION 1.** That Task Agreement No. 2020-1 with FTC Equipment, LLC for replacement of Service Pump #2 and purchase of a backup pump for the Wastewater Treatment Plant, herein attached and incorporated to this Resolution as **Exhibit A**, is approved.

**SECTION 2.** The City Manager and Director of Public Works are authorized and directed to execute the Task Agreement on behalf of the City.

**SECTION 3.** This resolution shall take effect and be in full force from and after its passage and approval by the City of Belton.

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

PUBLIC WORKS

# CITY OF BELTON
# CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** May 14, 2019 **DIVISION:** Water Services

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

| | | | | |
|---|---|---|---|---|
| ☐ Ordinance | ☒ Resolution | ☒ Consent Item | ☐ Change Order | ☐ Motion |
| ☐ Agreement | ☐ Discussion | ☐ FYI/Update | ☐ Presentation | ☐ Both Readings |

**ISSUE/RECOMMENDATION:**

There are currently two pumps that supply non-potable water to the Wastewater Treatment Plant (WWTP) for washdowns and solids processing. These pumps are essential to the daily operations at the WWTP. Earlier in 2019, Service Pumps #1 and #2 began having issues and Service Pump #1 was replaced as approved by City Council per Resolution R2019-19.

Service Pump # 2 at the WWTP is now out of service and requires replacement. Service Pump # 2 was installed in 2012 and runs about 4,400 hours per year. Although this pump was installed in 2012, it has seen a dramatic rise in runtime since the completion of the latest plant upgrades in 2017. The estimated repair cost is $11,570.00 to $13,462.62. After evaluating the pump and repair costs, Staff recommends that this pump be replaced instead of repaired.

Bids were requested from the City's On-Call Pump Repair and Service contractors. Each contractor submitted a pump with the same specifications. Bids ranged from $16,000 to $30,674 with FTC Equipment, LLC (FTC) submitting the lowest and best bid of $16,000. FTC also provided a discounted cost of $22,607.36 for the City to purchase two pumps so that one could be used as a backup. Based on the cost savings, Staff recommends approving the purchase of two pumps from FTC to replace Service Pump #2 and provide a backup.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

| | | |
|---|---|---|
| Contractor: | | FTC Equipment, LLC |
| Amount of Request/Contract: | $ | 22,607.36 |
| Amount Budgeted: | $ | 102,852.52 |
| Funding Source: | | 660-0000-400-2020 Plant Maintenance |
| Additional Funds: | $ | n/a |
| Funding Source: | | n/a |
| Encumbered: | $ | n/a |
| Funds Remaining: | $ | 80,245.16 |

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

Approve a resolution approving Task Agreement No. 2020-1 with FTC Equipment, LLC to replace Service Pump #2 and purchase an additional backup pump for the Wastewater Treatment Plant in the amount of $22,607.36.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Resolution
Service Pump #2 Replacement Quotes Summary
Exhibit A - FTC Equipment, LLC Task Agreement No. 2020-1

# Quote Summary

## Wastewater Treatment Plant Service Water Pump #2 Replacement

| Company | Brand Name | Price | Pump |
|---|---|---|---|
| JCI Industries, Inc. | Barnes – 40 HP – 3Ph – 460 V – 86 psi output | $ 30,674.00 | 1 |
| Fluid Equipment | Barnes – 40 HP – 3Ph – 460 V – 86 psi output | $ 23,452.00 | 1 |
| FTC Equipment, LLC | Sulzer (ABS) – 40 HP – 3Ph – 460 V – 86 psi output | $ 22,607.36 | 2 |
| FTC Equipment, LLC | Sulzer (ABS) – 40 HP – 3Ph – 460 V – 86 psi output | $ 16,000.00 | 1 |

PUBLIC WORKS

# City of Belton – Public Works
## Task Agreement

Contract: Water and Wastewater Pumping System Service Contract – COOP with KCMO

| | | |
|---|---|---|
| Ordinance or Resolution: N/A | Task Agreement No: 2020-1 | Funding Amount: $ 22, 607.36<br>Date of Schedule of Hourly Rates and Expenses:<br>Purchase Order No: |

Project Title: Replacement Service Water Pump # 2

| | |
|---|---|
| Contractor/Consultant (including subs): FTC Equipment, LLC | Division and Staff Project Manager: Rex Olinger<br>Water Services Manager – Don Tyler, Jr. |
| Project Management Manual reviewed: | Attachments (Gantt Chart, etc.): Invoice |

PROJECT Scope (can be in the form of an attachment):

Provide all Labor, Equipment, Materials and Supplies for the emergency replacement of service pump # 2 for a total of $ 22, 607.36.

| Staff Signatures | | Partner Signatures | |
|---|---|---|---|
| Director of Public Works: Celfa Duran | City Manager: Alexa Barton | Project Manager: FTC Equipment Tyler Cowdell | Company Principal (if different): |
| Signature: Celfa Duran<br>Date: 5/6/2019 | Signature:<br>Date | Signature: Tyler Cowdell<br>Date: 05/08/19 | Signature:<br>Date: |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Project Type: | Design | | Construction | X | Property Acquisition | | Conceptual – Problem Solving | | Surveying | | |
| Project Discipline(s): | Transportation | | Planning | | Water | | Wastewater | X | Stormwater | | |

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the Agreement, Water and Wastewater Pumping System Service Contract, R2018-6. Executed 01/09/2018. Renewed 01/22/2019.

Attach scope of work, budget, and other supporting material.

# SECTION VII
# F

**R2019-43**

**A RESOLUTION APPROVING TASK AGREEMENT NO. 2019-2 WITH JCI INDUSTRIES, INC. TO REPLACE THE MOTOR END SHAFT AND BEARINGS FOR AERATOR #7 IN THE AMOUNT OF $28,469.00.**

**WHEREAS**, the Wastewater Treatment Plant uses aerators as part of its operations that are essential to the treatment of sewage by providing oxygen and mixing in the biological treatment basin. During plant daily operations, operators discovered that the bearing for the motor end of Aerator 7 had gone out. On further inspection, it was determined that the shaft was also damaged and worn to the point that the bearing could not be replaced; and

**WHEREAS**, Staff requested quotes from the City's three On-Call Pump Repair and Service contractors (R2019-12) to replace the motor end shaft and bearings. Two contractors declined to provide quotes. FTC Equipment, LLC responded that they did not believe they could perform this work effectively and safely, and Fluid Equipment/Cogent could not obtain a quote from the manufacturer for the shaft. Staff recommends approval of Task Agreement No. 2019-2 with JCI Industries, Inc. for equipment and labor to replace the motor end shaft and bearings for Aerator #7 in the amount of $28,469.00; and

**WHEREAS**, Task Agreement No. 2019-2 with JCI Industries, Inc. in the amount of $28,469.00 is necessary for equipment and labor to replace the motor end shaft and bearings for Aerator #7.

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

**SECTION 1.** That Task Agreement No. 2019-2 with JCI Industries, Inc. to replace the motor end shaft and bearings for Aerator #7, herein attached and incorporated to this Resolution as **Exhibit A**, is hereby approved for purposes described above.

**SECTION 2.** The City Manager and Director of Public Works are authorized and directed to execute the task agreement on behalf of the City.

**SECTION 3.** This resolution shall take effect and be in full force from and after its passage and approval by the City of Belton.

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:** May 14, 2019 **DIVISION:** Water Services/ Wastewater Treatment Plant

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

| | | | | |
|---|---|---|---|---|
| ☐ Ordinance | ☐ Resolution | ☒ Consent Item | ☐ Change Order | ☐ Motion |
| ☐ Agreement | ☐ Discussion | ☐ FYI/Update | ☐ Presentation | ☐ Both Readings |

**ISSUE/RECOMMENDATION:**

The Wastewater Treatment Plant uses aerators as part of its operations which are essential to the treatment of sewage by providing oxygen and mixing in the biological treatment basin. During plant daily operations, operators discovered that the bearing for the motor end of Aerator #7 had gone out. On further inspection, it was determined that the shaft was also damaged and worn to the point that the bearing could not be replaced.

Staff requested quotes from the City's three On-Call Pump Repair and Service contractors (R2019-12) to replace the motor end shaft and bearings. Two contractors declined to provide quotes. FTC Equipment, LLC responded that they did not believe they could perform this work effectively and safely, and Fluid Equipment/Cogent could not obtain a quote from the manufacturer for the shaft. Staff recommends approval of Task Agreement No. 2019-2 with JCI Industries, Inc. for equipment and labor to replace the motor end shaft and bearings for Aerator #7 in the amount of $28,469.00. Lead time on parts is nine (9) weeks from placement of order.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

| | | |
|---|---|---|
| Contractor: | | JCI Industries, Inc. |
| Amount of Request/Contract: | $ | 28,469.00 |
| Amount Budgeted: | $ | 110,000.00 |
| Funding Source: | | 660-0000-400-2020 Plant Maintenance |
| Additional Funds: | $ | n/a |
| Funding Source: | | n/a |
| Encumbered: | $ | n/a |
| Funds Remaining: | $ | 81,531.00 |

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

Staff recommends approval of Task Agreement No. 2019-2 with JCI Industries, Inc. to replace the motor end shaft and bearings for Aerator #7 in the amount of $28,469.00.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Resolution
JCI Industries, Inc. Task Agreement No. 2019-2 and Scope of Work/Proposal

PUBLIC WORKS

# City of Belton – Public Works
## Task Agreement

Contract: Water and Wastewater Pumping System Service Contract- COOP with KCMO

| Ordinance or Resolution: N/A | Task Agreement No: TA 2019-2 | Funding Amount: ~~n/a~~ $ 28,469<br>Purchase Order No :n/a |
|---|---|---|

Project Title: Aerator 7 Shaft and Bearing Replacement

| Contractor/Consultant (including subs): JCI Industries, Inc. | Division and Staff Project Manager: Rex Olinger<br>Water Services- WWTF |
|---|---|
| Project Management Manual reviewed: | Attachments (Gantt Chart, etc.): Quote |

PROJECT Scope (can be in the form of an attachment):

Replace the motor end shaft and bearings for aerator #7. See attached quote for details. $28,469.00

| Staff Signatures | | Partner Signatures | |
|---|---|---|---|
| Director of Public Works:<br>Celia Duran | City Manager:<br>Alexa Barion | Project Manager<br>Mark Swandrowski | Company Principal (If different):<br>Dirk Bennett |
| Signature:<br>Date: 5/6/2019 | Signature:<br>Date: | Signature:<br>Date: 4/22/19 | Signature:<br>Date: 2019.04.19 |

Project Type: Design____ Construction____ Property Acquisition____ Conceptual/Problem Solving____ Surveying____

Project Discipline(s): Transportation____ Planning____ Water____ Wastewater__X__ Stormwater____

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the Agreement, Water and Wastewater Pumping System Service Contract, R2018-6, Executed 01/09/2018.

Attach scope of work, budget, and other supporting material

# SECTION VII
# G

**R2019-44**

**A RESOLUTION REAPPOINTING GEORGE SHURM AND RUSTY SULLIVAN AND APPOINTING ZEBADIAH MORLOK AND JENNIFER GARNER TO THE MUNICIPAL PARK BOARD.**

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

**WHEREAS**, George Shurm's term expires June 1, 2019; he is hereby reappointed to serve as a member of the Park Board until June 1, 2022; and

**WHEREAS**, Rusty Sullivan's term expires June 1, 2019; he is hereby reappointed to serve as a member of the Park Board until June 1, 2022; and

**WHEREAS**, Denise Elosh's term expires June 1, 2019; and

**WHEREAS,** Zebadiah Morlok is hereby appointed to serve as a member of the Park Board until June 1, 2022; and

**WHEREAS,** Marvin Mickelson resigned his position on the Park Board effective February 19, 2019; and

**WHEREAS**, Jennifer Garner is hereby appointed to serve as a member of the Park Board to fill Marvin Mickelson's unexpired term until June 1, 2020, or until her successor is appointed.

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

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

| NAME | TERM |
|---|---|
| David Daniels | June 1, 2020 |
| **Jennifer Garner** | **June 1, 2020** |
| Barbara Miller | June 1, 2020 |
| Charlie Dalzell | June 1, 2021 |
| Mike Miller | June 1, 2021 |
| Terry Ward | June 1, 2021 |
| **Zebadiah Morlok** | **June 1, 2022** |
| **George Shrum** | **June 1, 2022** |
| **Rusty Sullivan** | **June 1, 2022** |
| Councilman Liaison – Stephanie Davidson | |

**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
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
Parks & Recreation

# City of Belton Parks & Recreation

501c3 Park Foundation Board

Date: 2/5/17

Name: Jennifer Garner

Address: 15902 Harris Ave Belton MO

Phone: 816 332 1779

E-Mail: jgarner12@kc.rr.com

Length of residence in the North Cass area: 40yrs

List Professional/Volunteer Experience:

insurance professional-training manager 25yrs
church children's volunteer
tutoring elementary

What is your interest in serving on the Park Foundation Board? active participant for 15 yrs w/ Rec Center, parks, youth activities would like to contribute to growth and success of community

List other qualifications and interests that may help you in serving on this Foundation Board:

recommendation Perry Gough
life long resident of Belton with extensive family involvement in community

Belton
Parks & Recreation

# City of Belton Parks & Recreation

501c3 Park Foundation Board

Date: 2/10/19

Name: ZEBADIAH MORLOK

Address: 519 Cactus Dr, Belton, MO 64012

Phone: 816 535 7260

E-Mail: zmorlok@kw.com

Length of residence in the North Cass area: Current Length: 1 year 3 months

List Professional/Volunteer Experience:

Prof: Real Estate Agent, Substitute Teacher, Retail Associate

Volunteer: Full time missionary for almost 3 years in Chiang Mai, Thailand, currently starting non-profit named ~~Adventures~~ Unplugg

What is your interest in serving on the Park Foundation Board? I have lived in Belton most of my life; I love the town and would like to be more active in the community.

List other qualifications and interests that may help you in serving on this Foundation Board:

My wife and I have done a few fundraisers and have had to go thru the process of applying for ~~the~~ use of parks. I have led weekend hikes on trails all around the KC area and quite a few of those were trash pickup. I also love doing recreation basketball and volleyball, I always had an appreciation for the people who made it possible.

# SECTION VII
# H

**R2019-45**

**A RESOLUTION APPOINTING DIRECTORS TO THE BOARD OF DIRECTORS OF THE Y BELTON TWO COMMUNITY IMPROVEMENT DISTRICT.**

**WHEREAS**, the Community Improvement District Act ("Act"), Section 67.1401 to 67.1571 of the Revised Statutes of Missouri, provides for the Chief elected officer of a municipality ("Mayor") to appoint Successor Directors of a Community Improvement District with the consent of the governing body of the municipality ("City Council"); and

**WHEREAS**, the Y Belton Two CID ("District"), which was formed by Ordinance 2017-4359 adopted by the City Council of Belton, Missouri, is a public body created under the authority of the Act, and is transacting business and exercising the powers granted by the Act; and

**WHEREAS**, the terms for Russ Ehnen, Andy Mitchell, and Carolyn Yatsook are set to expire in May 2019; and

**WHEREAS**, the Board is hereby submitting to the Mayor and City Council their recommendation for the reappointment of Russ Ehnen, Andy Mitchell, and Carolyn Yatsook to a new four (4) year term.

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

**SECTION 1.** That the reappointment of Russ Ehnen, Andy Mitchell, and Carolyn Yatsook as members of the District's Board of Directors is approved, each to serve a four-year term.

**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
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

**RESOLUTION NO. 2019-01**

**THE Y BELTON TWO COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION OF THE BOARD OF DIRECTORS (THE "BOARD") OF THE Y BELTON TWO COMMUNITY IMPROVEMENT DISTRICT (THE "DISTRICT") NOMINATING SUCCESSOR DIRECTORS**

WHEREAS, the District, which was formed by Ordinance Number 2017-4359 adopted by the City Council of Belton, Missouri, is a public body created under the authority of the "Missouri Community Improvement District Act," Section 67.1401, *et seq.*, RSMo, as may be amended (the "Act"); and is transacting business and exercising powers granted by the Act;

WHEREAS, the Petition to Establish the District (the "Petition") authorizes the Board to select qualified individuals to serve as Interim Directors in accordance with the qualifications set forth in the Petition; and

WHEREAS, the terms for Russ Ehnen, Andy Mitchell, and Carolyn Yatsook are set to expire in May, and

WHEREAS, the Board wishes to appoint Russ Ehnen, Andy Mitchell, and Carolyn Yatsook for a new 4 year term; and

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the Y Belton Two Community Improvement District, as follows:

1. The Board appoints Russ Ehnen, Andy Mitchell, and Carolyn Yatsook to serve as Successor Director to serve a four (4) year term.

2. The District's Legal Counsel is authorized to take all actions necessary to carry out this Resolution;

3. This Resolution shall take effect immediately.

Adopted this 1st day of March, 2019.

Russ Ehnen, Chairman

ATTEST:

Carolyn Yatsook, Secretary

4827-0385-3060.1

# SECTION VII
# I

**R2019-46**

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH OPENCITIES, INC. FOR WEBSITE PUBLISHING, MANAGEMENT AND HOSTING SERVICES FOR THE CITY OF BELTON.**

**WHEREAS,** OpenCities, Inc. offers website publishing, management and hosting services for local government websites utilizing proprietary content management system; and

**WHEREAS,** Code Section 2-927 of the City of Belton, Missouri encourages participation in cooperative purchasing programs; and

**WHEREAS**, OpenCities, Inc. through SHI has entered into a competitively bid pricing contract with the BuyBoard National Purchasing Cooperative and as a local government office the City is an eligible participant.

**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 OpenCities, 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, 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

## SOFTWARE AS A SERVICE AGREEMENT

This Software As A Service Agreement (this "Agreement") is dated _____, 201__ (the "Effective Date"), and is by and between OpenCities, Inc., a Delaware corporation ("OpenCities"), and the City of Belton, a Missouri City ("Customer"). This Agreement includes *Schedules A and B* hereto, as well as OpenCities' Acceptable Use Policy, Privacy Policy, and SLA (all as defined below in Article 1), and all such documents are incorporated herein by this reference.

OpenCities offers website publishing, management and hosting services for local government websites utilizing proprietary content management system, and Customer desires that OpenCities provide such services to Customer, all on the terms and conditions set forth herein. Therefore, in consideration for the mutual promises of the parties set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows.

**1. DEFINITIONS.** The following capitalized terms will have the following meanings whenever used in this Agreement.

1.1. "Acceptable Use Policy" ("AUP") means, as of any date, the version of OpenCities' acceptable use policy posted at http://support.OpenCities.com as of such date.

1.2. "Business Day" means a day other than a Saturday or a Sunday on which banks in the State of California are open for business.

1.3. "Core Module" means the individual modules that are included within the SaaS. From time to time, new Core Modules will be introduced to the SaaS via Version Updates which are included in the Fees paid by Customer.

1.4. "Customer Data" means any and all data and information, including text, graphics, photographs, audio-visual elements, music, illustrations, video or other content, domain names, email, chat room content, bulletin board postings, or any other items or materials of Customer, any user or any other third party provided or permitted by Customer to be made available by or to reside within the SaaS or Customer's Website.

1.5. "Customer's Website" means the website(s) created by or on behalf of Customer through use of the SaaS for Customer's internal business purposes.

1.6. "Customizations" has the meaning ascribed to it in Section 2.2(f).

1.7. "Documentation" means OpenCities' standard user documentation and any other operating, training and reference manuals related to the SaaS, all of which are contained in the OpenCities Knowledge Bank.

1.8. "Integrations" means optional enhancements to the SaaS involving third party products or services, which are offered separately by OpenCities and are available for purchase by Customer via the OpenCities Knowledge Bank.

1.9. "Intellectual Property Rights" means all intellectual or industrial property, including without limitation any copyright, trade or service mark, patent, moral right, trade secret, logo, know how, rights in relation to inventions, drawings, discoveries, improvements, technical data, formulae, computer programs, know-how, logos, designs, circuit layouts, domain names, business names, software, whether or not now existing, and whether or not registered or unregistered rights, and rights in respect of Confidential Information.

1.10. "Malicious Code" means code, files scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

1.11. "OpenCities Knowledge Bank" means the Documentation and the specifications for the SaaS (the "Specifications") currently posted at http://support.OpenCities.com.

1.12. "Premium Modules" means optional enhancements to the SaaS offered by OpenCities that can be purchased separately by Customer via the OpenCities Knowledge Bank;

1.13. "Privacy Policy" means, as of any date, OpenCities' privacy policy posted at http://support.OpenCities.com as of such date.

1.14. "SaaS" means the data traffic management, website publishing and web hosting services utilizing OpenCities' proprietary content management system, including any Version Updates and Core Modules released by OpenCities, and all related Specifications and Documentation.

1.15. "Scheduled Maintenance Window" means the date and time slot identified by OpenCities in a written notice given to Customer via the OpenCities Knowledge Bank no later than 5 Business Days prior to the proposed Scheduled Maintenance Window to enable maintenance work and Version Updates to be performed. The Scheduled Maintenance Window will be outside of Customer's normal business hours and periods of peak demand, whenever reasonably possible.

1.16. "SLA" or "Service Level Agreement" means OpenCities' standard service level agreement as in effect from time to time, the current version of which is set forth in Schedule A hereto.

1.17. "Term" is defined in Section 12.1 below.

1.18. "Version Updates" means updated versions of the SaaS (indicated by a higher numerical version number) developed by OpenCities with enhancements or additions to the functionality, and/or performance improvements and bug fixes.

## 2. SCOPE AND USAGE OF SAAS.

2.1. Use of SaaS. During the Term and upon payment of the applicable Fees set out in Schedule A hereto, OpenCities shall make the SaaS available to Customer in accordance with the terms of this Agreement solely for Customer's internal business purposes. Customer may permit an unlimited number of its employees and its contractors to use the SaaS provided their use is solely for Customer's internal business purposes and at all times in compliance with the terms of this Agreement.

2.2. Scope of SaaS. Upon payment of the applicable Fees and subject to the other terms and conditions of this Agreement, OpenCities will provide the following services to Customer during the Term:

(a) Website Publishing System. OpenCities will provide Customer with the website publishing functionality set out in the SaaS Documentation and the Specifications.

(b) Web Hosting. OpenCities will provide Customer with the data traffic management and web hosting services set out in Schedule A.

(c) Maintenance and Support. OpenCities will provide the maintenance and support services set out in Section 3 hereof.

(d) Service Level Agreement. OpenCities will use commercially reasonable efforts to ensure the SaaS is available in accordance with the then applicable Service Level Agreement.

(e) Premium Modules and Integrations. OpenCities may offer access to Premium Modules and Integrations for use in conjunction with the SaaS to increase functionality. If offered, these Premium Modules and Integrations will be available for separate purchase by Customer.

(i) Any Premium Modules offered by OpenCities will eligible to receive the support and maintenance services set out in Section 3 below, except that they will be subject only to Severity Levels 2 – 4 of the Service Level Agreement.

(ii) Integrations will be eligible to receive support and maintenance services pursuant to Article 3 below, except that they will be subject only to Severity Levels 2-4 of the Service Level Agreement; and provided further that because Integrations involve third party providers and third party products and services, Customer acknowledges and agrees that: (A) OpenCities shall have no obligation to correct errors or provide a workaround, patch or update to the extent the error or downtime is caused by such third-party providers, products or services; (B) any errors or downtime to the SaaS that arise out of or in connection with such Integrations will not be subject to the uptime guarantee contained in the Service Level Agreement; and (C) in the event any errors or downtime relating to an Integration involves a third party provider or a third party product or service, support by OpenCities will be limited to notification and escalation to the relevant third party support supplier.

(iii) If OpenCities, in its sole discretion, determines that an error or defect with a Premium Module or Integration is unable to be, or cannot be reasonably, rectified, OpenCities may disable Customer access and cancel Customer's subscription to the Premium Module or Integration. Where such action is taken by OpenCities, Customer's sole and exclusive remedy will be to receive a pro-rated portion of the Fees paid by Customer for the applicable Premium Module

or Integration for such period of time that Customer was unable to use that Premium Module or Integration.

(f) Customizations. OpenCities may provide Customer with developer training in setting up additional templates, functions or web services and other additional functionality to customise the SaaS ("Customizations"), or Customer may request that OpenCities develop Customizations on Customer's behalf. Any Customization services to be supplied by OpenCities will be provided pursuant to a separate statement of work executed by the parties. All such Customization services will be charged on a time and materials basis at OpenCities then-current rates for the applicable Customization services. Where Customizations have been produced by the Customer or a 3rd party, OpenCities is not responsible for any incompatibility between the Customizations and the SaaS, including those resulting from Version Updates to the SaaS. Where the Customizations have been produced by OpenCities, OpenCities agrees that such Customizations will be compatible with the then-current version of the SaaS in accordance with the terms set forth in the applicable statement of work. Customer acknowledges that the support and maintenance services set out in Article 3 will not be provided for any Customizations and that Customizations are not covered by the Service Level Agreement. If Customer desires to obtain support for any Customizations, any support offered by OpenCities will be charged on a time and materials basis at OpenCities' then-current rates for such support. Any Customizations developed by OpenCities shall be the property of OpenCities. Effective upon delivery of any such Customizations to Customer, OpenCities grants Customer a perpetual, nonexclusive, non-transferable, fully paid license to copy, modify, create derivative works of and use such Customizations as part of Customer's Website.

(g) Additional Services. OpenCities may provide certain additional services from time to time under this Agreement as agreed by the parties in writing.

(h) Use of Third Party Service Providers. Customer acknowledges that OpenCities has, and in the future may, retain one or more third party service providers to supply certain aspects of the SaaS, including certain of the facilities, equipment, products, services and connectivity necessary to offer the SaaS. Customer acknowledges that OpenCities currently obtains web hosting services from the provider identified in, and on the terms and conditions referenced in, Schedule A.

2.3. Documentation: Customer may reproduce and use the Documentation solely as necessary to support its use of the SaaS.

2.4. Users of Customer's Website. Customer may authorize an unlimited number of users to access and use Customer's Website. Customer agrees that it is not authorized to, and agrees not to, make any representations or warranties regarding the SaaS or OpenCities to any user or third party, and further agrees not to otherwise create or purport to create any obligations or liabilities on the part of OpenCities. Customer agrees to indemnify OpenCities for its and any user's acts and omissions related to Customer's Website and/or the SaaS. OpenCities has no obligation to provide support or any other services, or any SLA remedies or other remedies, to such users.

## 3. MAINTENANCE AND SUPPORT SERVICES.

3.1. Maintenance and Support; SLA. Subject to the other provisions of this Article 3 and Customer's payment of all applicable Fees, during the Term:

(a) OpenCities will provide the remedies listed in the SLA for any failure of the SaaS or the SaaS Documentation listed in the SLA. Such remedies are Customer's sole remedy for any failure of the SaaS, and Customer recognizes and agrees that if the SLA does not list a remedy for a given failure, it has no remedy. Any credits issued pursuant to the SLA for failure to meet the uptime guarantee specified in the SLA will apply to outstanding or future invoices only and are forfeited upon termination of this Agreement. OpenCities is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation after termination of this Agreement.

(b) OpenCities may revise the SLA or the features and functions of the SaaS at any time, provided no such revision materially reduces the features or functionality provided to Customer as set forth herein.

(c) OpenCities will provide Customer with Version Updates. Customer acknowledges that Version Updates are mandatory and necessary for the proper function and security of the SaaS. Customer agrees to the implementation of all Version Updates by OpenCities. Implementation will occur during a Scheduled Maintenance Window. Any SaaS downtime or functionality issues arising during a Scheduled Maintenance Window will not be subject to the Service Level Agreement.

(d) OpenCities grants Customer personnel unlimited access to the OpenCities Knowledge Bank to review the Documentation and Specifications. Customer acknowledges and agrees that it does not have an unlimited right to request maintenance and support services through the OpenCities Knowledge Bank; requests for maintenance and support must be made in compliance with paragraph (e) hereof.

(e) OpenCities will make available to Customer an online and telephone help desk service, which will allow 2 designated support representatives of Customer who have received training in the SaaS to request maintenance and support services in accordance with the Service Level Agreement. Requests from other personnel will not be accepted. The contact details for the online and telephone help desk support services are set out in Schedule A.

(f) Notwithstanding the provisions of paragraphs (d) and (e) above, where Customer's Website is experiencing a Severity 1 problem, any Customer personnel may contact OpenCities via the telephone help desk to report the Severity 1 problem.

3.2. Scheduled and Emergency Maintenance.

(a) OpenCities agrees to use commercially reasonable efforts to conduct all SaaS maintenance within a Scheduled Maintenance Window. However, Customer acknowledges that an unplanned event may occur that will require the need for

OpenCities to perform maintenance on the SaaS on an emergency basis outside of a Scheduled Maintenance Window.

(b) OpenCities will use reasonable efforts to give Customer advance notice of emergency maintenance, but it is possible that advanced notification of emergency maintenance will not occur. Any SaaS downtime or functionality issues during the Scheduled Maintenance Window or during emergency maintenance will not be subject to the Service Level Agreement.

3.3 Conditions. OpenCities provision of the maintenance and support services set forth in this Article 3 is subject to the following conditions:

(a) Customer must document and promptly report all errors or malfunctions of the SaaS to OpenCities or its assigned agents and representatives;

(b) Customer must carry out procedures to rectify errors or malfunctions within a reasonable period after receiving instructions from OpenCities on such procedures; and

(c) Customer must provide OpenCities with reasonable access to Customer's personnel, its assigned agents and representatives as required by OpenCities to meet its obligations under this Agreement.

3.4 Exclusions. OpenCities is under no obligation to provide the maintenance and support services specified in this Article 3 if they are requested as a result of or related to: (a) operation of the SaaS with other media and hardware, SaaS or interfaces not authorized or maintained in accordance with this Agreement or the Documentation; (b) use of the SaaS that is not in accordance with the Documentation; (c) any modification, alteration or addition or attempted modification, alteration or addition to the SaaS (unless such modifications were developed by OpenCities or authorised by OpenCities in writing); (d) failure of any data service, internet service or any other third-party service, or failure of a telecommunications connection, hardware, software, web services, or third party content, software, or equipment; or (e) any non-reproducible error or defect reported by Customer.

3.5 Abuse of Maintenance Services. In the event Customer abuses the maintenance and support services offered by OpenCities (e.g. by declaring a problem Severity Level 1 when it is only Severity Level 2, 3 or 4, unless such distinction could not reasonably have been determined, or by reporting problems which are not Severity 1 during non-business hours) an "Abuse Incident" will be noted, and OpenCities will inform Customer of such.

## 4. FEES AND PAYMENT TERMS.

4.1 Subscription Fees. Customer will pay OpenCities the annual subscription and other fees set forth in Schedule A (the "Fees") during the Initial Term and the applicable Fees for each Renewal Term, which Fees are based on the resident population of Customer Except as otherwise expressly provided in this Agreement, all Fees are non-cancelable and non-refundable. The Fees for the first year of the Initial Term are payable within 30 days of execution of this Agreement, and the Fees for each successive year during the Initial Term and each Renewal Term shall be

payable net 30 days from the date of OpenCities' invoice.

4.2 Fee Adjustments. Upon expiration of the Initial Term, Fees may be adjusted for each Renewal Term to take into account any increases in the Consumer Price Index for all Items as published by the US Bureau of Labor Statistics and any adjustments in the resident population of Customer's region. No later than ninety (90) days prior to the commencement of any Renewal Term, Customer agrees to provide OpenCities, upon OpenCities' request, with the then current resident population within Customer's region, and OpenCities shall revise the Fees for the ensuing Renewal Term if the population of the region has increased or decreased such that it falls within a different population band. Customer's initial population band is set out in Schedule A. OpenCities shall notify Customer of any Fees adjustments made pursuant to this Section 4.2 at least seventy (70) days prior to the commencement of the applicable Renewal Term.

4.3 Excess Usage. If Customer uses any bandwidth or storage space in excess of the 'allocated bandwidth and storage space' set forth in Schedule A, OpenCities may, in its sole discretion, require that Customer pay additional traffic and server storage charges calculated in accordance with Schedule A. Customer's and its users' use of the SaaS and access to it is Customer's responsibility. Customer is responsible for any unauthorised access to the SaaS resulting in bandwidth and/or storage usage exceeding the allocated limits and any charges resulting as a consequence.

4.4 Overdue Charges. If any invoiced amount is not received by OpenCities by the due date, then without limiting OpenCities' rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) OpenCities may condition future subscription renewals on payment terms shorter than those specified herein. Customer will be liable for all costs of collection of any undisputed, overdue amounts including, without limitation, all court costs, legal fees and other costs incurred by OpenCities.

4.5 Taxes. The Fees charged by OpenCities do not include any taxes, levies, duties or similar governmental assessments of any nature, including, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated Customer's purchase of the SaaS. If OpenCities has the legal obligation to pay or collect any Taxes for which Customer is responsible under this Section 4(e), then Customer agrees that OpenCities will invoice Customer that amount unless Customer provides OpenCities with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, OpenCities is responsible for taxes assessable against it based on its income, property and employees.

4.6 Future Functionality. Customer agrees that its purchase is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by OpenCities regarding future functionality or features.

## 5. CUSTOMER DATA & SECURITY.

5.1. Customer Rights to Data. Customer retains all right, title and interest (including any Intellectual Property Rights) in and to all data and content supplied by or on behalf of Customer in connection with the SaaS and Customer's Website, including data uploaded by users thereof (collectively, the "Customer Data"). Customer hereby grants OpenCities a limited, non-exclusive, royalty-free, non-transferable license to host, reproduce, transmit, cache, store, exhibit, publish, display, distribute, perform, and otherwise use the Customer Data solely as necessary to provide the SaaS for Customer.

5.2. Responsibility for Customer Data. Customer is solely responsible for Customer Data, including the accuracy, quality, appropriateness and legality of all Customer Data and the means by which the Customer Data is acquired, and OpenCities shall have no responsibility or liability therefor. Customer represents and warrants to OpenCities that:

(a) Customer owns or has the right to use Customer Data, and has the rights necessary to grant OpenCities the licence set forth in Section 5.1.

(b) All Customer Data will be "server ready" and otherwise remain fully compatible with OpenCities' SaaS (including all software and operating systems); and

(c) Customer has obtained all necessary rights, releases and consents to allow the Customer Data to be collected, used and disclosed in the manner contemplated by this Agreement and to grant OpenCities the rights herein.

5.3. OpenCities' Use of Customer Data. Unless it receives Customer's prior written consent, OpenCities: (a) will not access, process, or otherwise use Customer Data other than as necessary to facilitate the SaaS; and (b) will not intentionally grant any third party access to Customer Data, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, OpenCities may disclose Customer Data, including, without limitation, user profile information (i.e. name, e-mail address, etc.), IP addressing and traffic information, and usage history, as required by applicable law or by proper legal or governmental authority. OpenCities will give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

5.4. Protection of Customer Data. OpenCities will use commercially reasonable, industry standard administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of the Customer Data, including implementation of measures designed to prevent unauthorized access, use, modification, disclosure and loss of the Customer Data. OpenCities will archive Customer Data on a regular basis during the Term by performing 6 daily and 8 weekly backups for the purposes of disaster recovery. In the event of equipment failure or data corruption, OpenCities will restore from the most recent uncorrupted archive. In the event of corruption of all of OpenCities archives, or in the event that an old archive is used to restore data, Customer will have the responsibility of uploading new Customer Data to Customer's Website.

OpenCities will not be liable for incomplete, out-of-date, corrupt or otherwise deficient Customer Data recovered from OpenCities backups.

5.5. No Obligation to Monitor; Right to Remove. OpenCities may, but has no obligation to, monitor, review or edit Customer Data. In all cases, OpenCities reserves the right to remove, delete or disable access to any Customer Data that OpenCities determines, in the exercise of its sole discretion, violates this Agreement (including the Acceptable Use Policy) or is illegal, damaging, problematic, objectionable or otherwise inappropriate. OpenCities may take such action without prior notification of Customer.

5.6. Privacy Policy. The Privacy Policy applies only to the SaaS and does not apply to any third party website or service linked to the SaaS or recommended or referred to through the SaaS or by OpenCities staff.

5.7. Risk of Exposure. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the SaaS, Customer assumes such risks. OpenCities offers no representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties.

5.8. Data Deletion. OpenCities may permanently erase Customer Data if Customer's account is delinquent, suspended, or terminated for 30 days or more.

5.9. Aggregate & Anonymized Data. Notwithstanding the provisions above of this Article 5, OpenCities may use, reproduce, sell, publicize, or otherwise exploit Aggregate Data in any way, in its sole discretion. ("Aggregate Data" refers to Customer Data with the following removed: personally identifiable information and the names and addresses of Customer and any of its users.)

## 6. CUSTOMER'S OBLIGATIONS & RESTRICTIONS.

6.1 Acceptable Use. Customer will comply with OpenCities' AUP as in effect from time to time. Customer will not: (a) sell, resell, license, sublicense, distribute, make available, rent or lease the SaaS or use the SaaS for service bureau or time-sharing purposes or in any other way allow third parties to exploit or access the SaaS, except users accessing Customer's Website as specifically authorized by this Agreement; (b) use the SaaS to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (c) use the SaaS to store or transmit Malicious Code; (d) share non-public SaaS features or content with any third party; (e) frame or mirror any part of the SaaS other than framing on Customer's own intranets or otherwise for Customer's internal business purposes; (f) reverse engineer any portion of the SaaS, or (g) access the SaaS in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the SaaS, or to copy any ideas, parts, features, functions or graphics of the SaaS. In the event that it suspects any breach of the requirements of this Section 6.1, including without limitation by Customer's users, OpenCities may suspend Customer's access to the SaaS without advance notice, in addition to such other remedies as OpenCities may have. Neither this Agreement nor the AUP requires that OpenCities take any action against Customer or any user or other third party for violating the AUP, this Section 6.1, or this Agreement, but OpenCities is free to take any such

action it sees fit. Any breach of the AUP or any of the provisions of this Article 6 will entitle OpenCities to elect to terminate this Agreement immediately upon written notice to Customer.

6.2 Unauthorized Access; Security. Customer will take reasonable steps to prevent unauthorized access to the SaaS and the network, including without limitation by protecting its passwords and other log-in information. Customer will notify OpenCities immediately of any known or suspected unauthorized access to or use of the SaaS or breach of its security and will use best efforts to stop said breach. Customer shall not:

(a) interfere with or disrupt the integrity or performance of the SaaS or attempt to gain unauthorized access to the SaaS, or OpenCities' or its suppliers' related systems and networks;

(b) commit, cause or allow any breach (or do anything which might put us in breach) of any applicable law, regulation, government direction or industry standard or code;

(c) attempt to or actually access the SaaS by any means other than through the portals or interfaces provided by OpenCities;

(d) attempt to or actually override any security component included in or underlying the SaaS; or

(e) attempt or engage in any action that directly or indirectly interferes with the proper working of or place an unreasonable load on OpenCities' infrastructure.

6.3 Compliance with Laws. In its use of the SaaS, Customer will comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Customer Data. Contractor will be required to sign an Unauthorized Alien Affidavit.

6.4 Responsibility for Users; SaaS Access. Customer is responsible and liable for: (a) its own and its users use of the SaaS, including without limitation for any unauthorized user conduct and any user conduct that would violate the AUP or the requirements of this Agreement applicable to Customer; and (b) any use of the SaaS through Customer's account, whether authorized or unauthorized. Customer agrees to indemnify OpenCities against any loss or damage (except where and to the extent that such loss or damage is consequential in nature) that OpenCities suffers as a result of any unauthorized access to OpenCities' SaaS or network or those of OpenCities' suppliers.

6.5 Required Third Party Services.

(a) Customer will establish and maintain, at its own expense, all telecommunications equipment and access lines necessary to gain access to the SaaS.

(b) In order for OpenCities to provide some of the services under this Agreement, Customer may at times, be required to give OpenCities access to or provide login information and password information for accounts or services Customer may have

with third party providers. When Customer provides OpenCities with this information or provides OpenCities with access to these third party accounts, Customer warrants that it has all the necessary contractual and legal rights to give OpenCities such access, login information and passwords.

(c) Customer acknowledges that OpenCities will not have any responsibility or liability with regard to any third party services used by the Customer on or through the OpenCities formed web content, such as payment and e-commerce services, and any use of such third party services will be at Customer's own risk. Customer further acknowledges that the technical ability to link to such services (such as the possibility of a 'PayPal' button), is provided only as part of the SaaS but will not be deemed to create any liability or responsibility on behalf of OpenCities.

(d) Where any third party SaaS integration is found to cause performance, stability or security issues, OpenCities reserves the right to disable or remove that third party SaaS in order to restore our SaaS to acceptable levels.

6.6 Customer Representative. Customer will appoint a designated representative who will be authorized to act as the primary point of contact for Customer in dealing with OpenCities with respect to each party's obligations under this Agreement and on a timely basis.

## 7 OPENCITIES IP & FEEDBACK.

7.1 IP Rights in the SaaS. OpenCities retains all right, title, and interest in and to the SaaS, including without limitation all software used to provide the SaaS and all graphics, user interfaces, logos, and trademarks reproduced through the SaaS. This Agreement does not grant Customer any intellectual property license or rights in or to the SaaS or any of its components or any Documentation. Customer recognizes that the SaaS and its components and the Documentation are protected by copyright and other laws.

7.2 Feedback. OpenCities has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that Customer or other users provide to OpenCities, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict OpenCities's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer or the user in question. Customer hereby grants OpenCities a perpetual, irrevocable right and license to exploit Feedback in any and every way. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of OpenCities's products or services.)

## 8 CONFIDENTIAL INFORMATION.

8.1 "Confidential Information" refers to the following items: (a) any document either party marks "Confidential"; (b) any information either party orally designates as "Confidential" at the time of disclosure, provided the disclosing party confirms such designation in writing within ten (10) Business Days; (c)any OpenCities software and all Documentation and other information in the OpenCities Knowledge Bank, whether or not marked or designated confidential; and (d) any other nonpublic, sensitive information the receiving party should reasonably consider a trade secret

or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the receiving party's possession at the time of disclosure; (ii) is independently developed by the receiving party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the receiving party's improper action or inaction; or (iv) is approved for release in writing by the disclosing party.

8.2 Nondisclosure. Neither OpenCities nor Customer will use Confidential Information for any purpose other than in performance of this Agreement (the "Purpose"). Each of OpenCities and Customer agrees that it: (a) will not disclose Confidential Information to any of its employees or contractors unless such persons need access in order to facilitate the Purpose and, in the case of a contractor, such contractor executes a nondisclosure agreement with the appropriate party with terms no less restrictive than those of this Article 8; and (b) will not disclose Confidential Information to any other third party without the disclosing party's prior written consent. Without limiting the generality of the foregoing, each party will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Each party agrees that it will promptly notify the other party of any misuse or misappropriation of the other party's Confidential Information that comes to its attention. Notwithstanding the foregoing, each party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority, provided such party gives the other party prompt notice of any such legal or governmental demand and reasonably cooperates with the other party in any effort to seek a protective order or otherwise to contest such required disclosure, at the other party's expense.

8.3 Injunction. The parties agree that breach of this Article 8 would cause the disclosing party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, and that the disclosing party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

8.4 Termination & Return. With respect to each item of Confidential Information, the obligations of Section 8.1 above will terminate five (5) years after the date of disclosure; provided that such obligations related to Confidential Information of a party constituting trade secrets will continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, each party will return all copies of the other party's Confidential Information to the other party or certify, in writing, the destruction thereof.

8.5 Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Each party will retain all right, title, and interest in and to all of its Confidential Information.

8.6 Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b) (the "DTSA"), each party is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:

(a) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an

attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(b) An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

## 9 REPRESENTATIONS & WARRANTIES.

9.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that it has full power and authority to execute and deliver this Agreement, the execution, delivery and performance of this Agreement by such party has been duly authorized, and this Agreement, when executed and delivered, will constitute the binding obligation of such party, enforceable against such party in accordance with its terms and will not conflict with any other agreement or instrument to which it is a party or by which it is bound.

9.2 Customer Representations and Warranties. Customer represents and warrants to OpenCities that:

(a) the Customer Data and its use will not violate, misappropriate or infringe any Intellectual Property Rights or any other personal, privacy or moral right arising under the laws of any jurisdiction, nor will same constitute a libel or defamation of any person or entity;

(b) the Customer Data will not contain any harmful components, including, but not limited to, viruses, trap doors, hidden sequences, hot keys, or time bombs; and

(c) Customer will comply with all applicable laws, rules and regulations (including, but not limited to, export control, decency, privacy and intellectual property laws).

9.3 Exclusions. OpenCities has no responsibility for any products or services not provided by OpenCities, its agents and subcontractors.

9.3 Warranty Disclaimers. Except to the extent set forth in the SLA and in Section 9.1 above, THE SAAS IS BEING PROVIDED "AS IS" AND AS AVAILABLE, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF NONINFRIGEMENT, AND ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, AND OPENCITIES DISCLAIMS SUCH WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) OPENCITIES DOES NOT REPRESENT OR WARRANT THAT THE

SYSTEM WILL PERFORM WITHOUT INTERRUPTION OR ERROR OR IN A TIMELY FASHION; AND (b) OPENCITIES DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE. OPENCITIES DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

10 **INDEMNIFICATION.**

10.1 Indemnification of Customer. Subject to the other provisions of this Section 10.1, OpenCities will defend Customer and Customer's Associates (as defined below in Section 10.2) against any third party claim, suit, or proceeding alleging that the SaaS or the permitted use thereof infringes any U.S. trademark, patent, copyright, or trade secret right of a third party (an (collectively, "Customer Indemnified Claims") and will indemnify Customer and Customer's Associates from any damages, attorney's fees and costs finally awarded against Customer and Customer's Associates as a result of, of for amounts paid by Customer and Customer's Associates in a settlement approved by OpenCities in writing of, a Customer Indemnified Claim.

(a) If in OpenCities reasonable judgment any Customer Indemnified Claim, or threat of any such Claim, materially interferes with Customer's use of the SaaS, OpenCities will, after consultation with Customer, at OpenCities' option and in its sole discretion, either (i) substitute functionally equivalent non-infringing SaaS or SaaS Documentation; (ii) modify the SaaS to make it non-infringing, (iii) obtain for the Council at OpenCities expense the right to continue using the infringing SaaS; or, (iv) if iOpenCities' determines that it cannot achieve any of the foregoing on a reasonable commercial basis, it may, by written notice, require Customer to cease using the SaaS, in which case OpenCities shall refund Customer a pro-rata portion of the Fees (as set out in Schedule A) for the SaaS for such period of time for which Customer was unable to use the SaaS.

(b) OpenCities' obligations set forth in this Section 10.1 do not apply to the extent that an Indemnified Claim arises out of: (a) Customer's breach of this Agreement; (b) revisions or modifications to the SaaS or any components thereof made by a party other than OpenCities if such infringement would not have occurred but for such revisions or modifciations; (c) Customer's failure to incorporate or use any Version Updates, or any other updates or upgrades that would have avoided the alleged infringement, provided OpenCities offered such other updates or upgrades were provided to Customer without charge; (d) inclusion of the Customer Data; (e) the use of the SaaS other than for its intended purposes or contrary to OpenCities' Specifications; or (f) combination, operation or use of the SaaS with equipment, programs, hardware or software not provided by OpenCities if in OpenCities reasonable judgment such infringement is caused thereby.

(c) The provisions of this Section 10.1 state OpenCities entire liability and Customer's sole and exclusive remedy in the event of any Customer Indemnified Infringement Claims.

10.2 Litigation & Additional Terms. The obligations of the indemnifying party ("Indemnitor") pursuant to Section 10.1 above will be excused to the extent that the indemnified parties (the "Indemnified Parties") or any Indemnified Party's Associates fails to provide prompt written notice to the Indemnitor of the applicable Indemnified Claim or to reasonably cooperate with the Indemnitor if such failure or lack or cooperation materially prejudices the defense. Indemnitor will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided that the Indemnified Party will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. (A party's "Associates" are its officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.)

## 11 LIMITATION OF LIABILITY.

11.1 LIMITATION OF LIABILITY. THE TOTAL LIABILITY OF OPENCITIES' AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE ACTUAL FEES RECEIVED BY OPENCITIES UNDER THIS AGREEMENT FOR THE PORTION OF THE SAAS OR SERVICES GIVING RISE TO SUCH CLAIM DURING THE PRECEDING TWELVE-MONTH PERIOD.

11.2 Exclusion of Consequential Damages. IN NO EVENT WILL OPENCITIES OR ITS AFFILIATES BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR LOSS OF REVENUES OR GOODWILL, BUSINESS INTERRUPTION, LOSS OR INACCURACY OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR LOST PROFITS, ARISING OUT OF OR RELATED TO THIS AGREEMENT.

11.3 Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS ARTICLE 11 APPLY (a) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE, (b) EVEN IF OPENCITIES IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (c) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. NOTWITHSTANDING THE FOREGOING, THE LIABILITIES LIMITED BY THIS ARTICLE 11 SHALL NOT INCLUDE LIABILITY (i) UNDER THE INDEMNITY PROVIDED IN SECTION 10.1, (ii) FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE, (iii) FOR DAMAGE TO TANGIBLE PERSONAL PROPERTY, OR (iv) FOR FRAUD OR WILLFUL MISCONDUCT. If applicable law limits the application of the provisions of this Article 11, OpenCities' liability will be limited to the maximum extent permissible. For the avoidance of doubt, OpenCities' liability limits and other rights set forth in this Article 11 apply likewise to OpenCities' affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

## 12 TERM & TERMINATION.

12.1 Term. The initial term of this Agreement (the "Initial Term") will commence on the Effective Date and continue for the period set forth in Schedule A. Thereafter, the Agreement will automatically renew for successive one-year periods (each such period, a "Renewal Term"), unless either party notifies the other party in writing of its decision not to renew the Agreement at least

60 or more days before the applicable renewal date. The Initial Term and all Renewal Terms are herein referred to as the "Term".

12.2 Termination for Cause. Either party may terminate this Agreement for the other's material breach by written notice, effective in 30 days unless the other party first cures such breach, or immediately upon written notice if the other party becomes subject to any insolvency, bankruptcy or similar proceeding, whether voluntary or involuntary. Without limiting OpenCities' other rights and remedies, OpenCities may suspend or terminate any user's access to the SaaS at any time, without advanced notice, if OpenCities reasonably concludes such user has conducted itself in a way that is not consistent with the requirements of the AUP or the other requirements of this Agreement or in a way that subjects OpenCities to potential liability.

12.3 Effects of Termination. Upon termination of this Agreement, Customer will cease all use of the SaaS and delete, destroy, or return all copies of the Documentation in its possession or control, and Customer will have the right to access the SaaS for 30 days following termination of this Agreement to download Customer Data. If requested by Customer in writing, at the Customer's expense on a time-and-materials basis, OpenCities will provide Customer an export of the Customer Data in an industry standard format. Upon the expiration of this thirty-day period following termination of this Agreement, all Customer Data in the SaaS will no longer be available on OpenCities SaaS, as OpenCities will delete all such Customer Data (including all data supplied by third parties) from its SaaS, and will destroy all such Data, unless otherwise agreed by the parties in writing.

12.4 The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Customer to pay Fees incurred before termination; (b) Sections 2.4 and 6.4, and Articles 7, 8, 9, 10, 11 and 12; and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

## 13 MISCELLANEOUS.

13.1 Independent Contractors. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no OpenCities employee or contractor is or will be considered an employee of Customer.

13.2 Notices. OpenCities may send notices pursuant to this Agreement to Customer's email address provided by Customer, and such notices will be deemed received 24 hours after they are sent. Customer may send notices pursuant to this Agreement to the person identified in Schedule A at the email address provided for such person, and such notices will be deemed received 72 hours after they are sent.

13.3 Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.

13.4 Assignment & Successors. Customer may not assign this Agreement or any of its rights or obligations hereunder without OpenCities' express written consent. Except to the extent forbidden

in this Section 13.4, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

13.5 Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

13.6 No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

13.7 Choice of Law. This Agreement will be governed solely by the internal laws of the State of California, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of San Francisco, California. This Section 13.7 governs all claims arising out of or related to this Agreement, including without limitation tort claims.

13.8 Dispute Resolution. If at any time a dispute arises out of or in connection with this Agreement, the parties will have their respective designated representatives meet in good faith with a view to resolving the dispute within a period of 15 Business Days from the issue of a written notice of dispute by one party to the other party. Should the parties not be able to resolve the dispute within the 15 Business Days, then both parties will refer the matter to their own appropriate level of senior executive management respectively for resolution. If the relevant senior executive management are unable to resolve the dispute within a further 10 Business Days, then the parties agree that the dispute must then be referred to mediation. The parties will agree on a suitable person to act as mediator having industry knowledge and expertise to facilitate resolution. Failing agreement on such appointment, either party may apply to JAMS to appoint a mediator. The dispute for mediation must be heard within 20 Business Days of a mediator being appointed. Nothing in this clause is intended to preclude a party from seeking equitable or injunctive relief. Neither party shall have the right to initiate litigation until 30 Business Days after the second mediation conference held by the parties, unless the other party has materially breached its obligation to mediate.

13.9 Conflicts. In the event of any conflict among the attachments to this Agreement, the documents incorporated herein be reference and the main body of this Agreement, the following order of precedence will govern, with lower numbers governing over higher ones: (1) any OpenCities policy posted online, including without limitation the AUP or Privacy Policy, (2) the main body of this Agreement; and and (3) any other attachment or document.

13.10 Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

13.11 Technology Export. Customer will not: (a) permit any third party to access or use the SaaS in violation of any U.S. law or regulation; or (b) export any software provided by OpenCities or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer will not permit any third party to access or use the SaaS in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria).

13.12 Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

13.13 Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

13.14 Amendment. This Agreement may not be amended except through a written agreement signed by authorized representatives of each party. Notwithstanding the foregoing provisions of this Section 13.14, OpenCities may revise the Privacy Policy, AUP and SLA at any time in accordance with this Agreement by providing written notice to Customer or such revisions and posting a new version of the applicable document on its website and/or providing a copy of the applicable document to Customer, and such new version will become effective on the later of (i) the date it is posted or provided or 45 days from the date notice is give to Customer.

13.15 Marketing. Customer agrees to permit OpenCities to make reasonable reference to the Customer's status as a user of the SaaS, including captioned quotations in product literature or advertisements, websites, articles, press releases, marketing literature, presentations and the like, and occasional use as a reference for potential new users.

*[Signature Page Follows]*

IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date.

| | |
|---|---|
| **CUSTOMER** | **OPENCITIES** |
| By: _____ | By: _____ |
| (signature) | (signature) |
| Name: | Name: |
| _____ | _____ |
| (print) | (print) |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

# SECTION IX
# A

**BILL NO. 2019-26** **ORDINANCE NO. 2019-**

**AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2020 ADOPTED CITY BUDGET.**

**WHEREAS,** on March 12, 2019 under Ordinance No. 2019-4500, the City Council approved the Fiscal Year 2020 City Budget; and

**WHEREAS,** subsequent to the adoption of the Fiscal Year 2020 City Budget, anticipated cash carry over amounts are now known; and

**WHEREAS,** amounts that were approved in the Fiscal Year 2019 City Budget that were not spent and need to be reappropriated in the Fiscal Year 2020 City Budget are now known;

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

**SECTION 1.** In the General Fund, # 010 ...

INCREASE the balance by $ 723,475 (whole dollars) of Revenue line item, # 010-0000-367-9000 , named Cash Carryover.

INCREASE the balance by $ 40,000 (whole dollars) of Expense line item, # 010-2100-400-1110 , named Inspection – Salaries - Regular.

INCREASE the balance by $ 3,100 (whole dollars) of Expense line item, # 010-2100-400-1230 , named Inspection –Social Security.

INCREASE the balance by $ 13,800 (whole dollars) of Expense line item, # 010-2100-400-1205 , named Inspection – Health Insurance.

INCREASE the balance by $ 1,300 (whole dollars) of Expense line item, # 010-2100-400-1210 , named Inspection – Dental Insurance.

INCREASE the balance by $ 200 (whole dollars) of Expense line item, # 010-2100-400-1220 , named Inspection – Vision Insurance.

INCREASE the balance by $ 200 (whole dollars) of Expense line item, # 010-2100-400-1215 , named Inspection – Life Insurance.

INCREASE the balance by $ 2,500 (whole dollars) of Expense line item, # 010-2100-400-1215 , named Inspection – Workers' Compensation.

INCREASE the balance by $ 50,000 (whole dollars) of Expense line item, # 010-4000-400-3020 , named Community Planning & Development - Contractual.

INCREASE the balance by $ 500,000 (whole dollars) of Expense line item, # 010-1000-400-8514 , named Legislative - Transfer to General Capital.

INCREASE the balance by $ 112,375 (whole dollars) of Expense line item, # 010-1000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 2.** In the General Capital Fund, # 014 ...

INCREASE the balance by $ 2,044 (whole dollars) of Revenue line item, # 014-0000-367-9000 , named Cash Carryover.

INCREASE the balance by $ 500,000 (whole dollars) of Revenue line item, # 014-0000-391-4610 , named Cash Carryover.

INCREASE the balance by $ 502,044 (whole dollars) of Expense line item, # 014-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 3.** In the Park Fund, # 220 ...

INCREASE the balance by $ 239,098 (whole dollars) of Revenue line item, # 220-0000-367-9000 , named Cash Carryover .

INCREASE the balance by $ 239,098 (whole dollars) of Expense line item, # 220-0000-400-9000 , named Park Rainy Day .

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 4.** In the Street Impact Fee Fund, # 223 ...

INCREASE the balance by $ 67,551 (whole dollars) of Revenue line item, # 223-0000-367-9000 , named Cash Carryover .

INCREASE the balance by $ 67,551 (whole dollars) of Expense line item, # 223-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 5.** In the Hotel/Motel Tax Fund, # 224 ...

INCREASE the balance by $ 115,438 (whole dollars) of Revenue line item, # 224-0000-367-9000 , named Cash Carryover .

INCREASE the balance by $ 20,693 (whole dollars) of Expense line item, # 224-0000-495-7300 , named Capital Outlay – 2019 Dodge Grand Caravan.

INCREASE the balance by $ 94,745 (whole dollars) of Expense line item, # 224-0000-400-3020 , named Contractual .

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 6.** In the Street Fund, # 225 ...

INCREASE the balance by $ 567,692 (whole dollars) of Revenue line item, # 225-0000-367-9000 , named Cash Carryover .

INCREASE the balance by $ 6,600 (whole dollars) of Expense line item, # 225-0000-400-2055 , named Building Maintenance.

INCREASE the balance by $ 75,900 (whole dollars) of Expense line item, # 225-0000-400-4017 , named Asphalt.

INCREASE the balance by $ 31,900 (whole dollars) of Expense line item, # 225-0000-400-4021 , named Crack Sealing.

INCREASE the balance by $ 15,800 (whole dollars) of Expense line item, # 225-0000-400-4048 , named Bridge Maintenance.

INCREASE the balance by $ 437,492 (whole dollars) of Expense line item, # 225-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 7.** In the Markey Parkway Regional Detention Fund, # 226 ...

DECREASE the balance by $ 275 (whole dollars) of Revenue line item, # 226-0000-367-9000 , named Cash Carryover .

DECREASE the balance by $ 275 (whole dollars) of Expense line item, # 226-0000-400-9000 , named Rainy Day .

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 8.** In the Capital Improvement Sales Tax Fund, # 227 ...

INCREASE the balance by $ 29,928 (whole dollars) of Revenue line item, # 227-0000-367-9000 , named Cash Carryover .

INCREASE the balance by $ 29,928 (whole dollars) of Expense line item, # 227-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 9.** In the Park Sales Tax Fund, # 229 ...

INCREASE the balance by $ 24,820 (whole dollars) of Revenue line item, # 229-0000-367-9000 , named Cash Carryover .

INCREASE the balance by $ 24,820 (whole dollars) of Expense line item, # 229-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 10.** In the Mayor's Christmas Tree Fund, # 231 ...

INCREASE the balance by $ 3,005 (whole dollars) of Revenue line item, # 231-0000-367-9000 , named Cash Carryover .

INCREASE the balance by $ 3,005 (whole dollars) of Expense line item, # 231-0000-400-4023 , named Community Supplies.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 11.** In the DWI Recovery Fund, # 233 ...

INCREASE the balance by $ 736 (whole dollars) of Revenue line item, # 233-0000-367-9000 , named Cash Carryover .

INCREASE the balance by $ 736 (whole dollars) of Expense line item, # 233-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 12.** In the Special Training Fund, # 234 ...

INCREASE the balance by $ 3,750 (whole dollars) of Revenue line item, # 234-0000-367-9000 , named Cash Carryover .

INCREASE the balance by $ 3,750 (whole dollars) of Expense line item, # 234-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 13.** In the Debt Service Fund, # 334 ...

INCREASE the balance by $ 875,616 (whole dollars) of Revenue line item, # 334-0000-367-9000 , named Cash Carryover .

INCREASE the balance by $ 875,616 (whole dollars) of Expense line item, # 334-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 14.** In the Major City Construction Fund, # 442 ...

INCREASE the balance by $ 23,439 (whole dollars) of Revenue line item, # 442-0000-367-9000 , named Cash Carryover .

INCREASE the balance by $ 23,439 (whole dollars) of Expense line item, # 442-5414-495-7110 , named Bel-Ray Connector Trail – Easements .

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 15.** In the Street Capital Projects Fund, # 445 ...

INCREASE the balance by $ 18,415 (whole dollars) of Revenue line item, # 445-0000-367-9000 , named Cash Carryover .

INCREASE the balance by $ 18,415 (whole dollars) of Expense line item, # 445-5312-495-7112 , named Mullen & North Cass – Engineering & Design.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 16.** In the Sewer Impact Fee Fund, # 460 ...

INCREASE the balance by $ 1,401 (whole dollars) of Revenue line item, # 460-0000-367-9000 , named Cash Carryover .

INCREASE the balance by $ 1,401 (whole dollars) of Expense line item, # 460-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 17.** In the Water Impact Fee Fund, # 462 ...

INCREASE the balance by $ 822,387 (whole dollars) of Revenue line item, # 462-0000-367-9000 , named Cash Carryover .

INCREASE the balance by $ 822,387 (whole dollars) of Expense line item, # 462-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 18.** In the Wastewater Fund, # 660 ...

INCREASE the balance by $ 1,556,688 (whole dollars) of Revenue line item, # 660-0000-367-9000 , named Cash Carryover .

INCREASE the balance by $ 389,860 (whole dollars) of Expense line item, # 660-0000-495-7300 , named Capital Outlay – Improvements – Streambank Stabilization – Project WW2002.

INCREASE the balance by $ 449,000 (whole dollars) of Expense line item, # 660-0000-495-7300 , named Capital Outlay – Improvements – Public I & I – Project WW2004.

INCREASE the balance by $ 108,000 (whole dollars) of Expense line item, # 660-0000-495-7400 , named Capital Outlay – Improvements – Meter Replacement – Project WW2006.

INCREASE the balance by $ 609,828 (whole dollars) of Expense line item, # 660-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 19.** In the Water Fund, # 662 ...

INCREASE the balance by $ 667,387 (whole dollars) of Revenue line item, # 662-0000-367-9000 , named Cash Carryover .

INCREASE the balance by $ 370,368 (whole dollars) of Expense line item, # 662-0000-495-7300 , named Capital Outlay – Improvements – Meter Replacement.

INCREASE the balance by $ 25,000 (whole dollars) of Expense line item, # 662-0000-495-7300 , named Capital Outlay – Improvements – Badger Software.

INCREASE the balance by $ 272,019 (whole dollars) of Expense line item, # 662-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 20.** In the Golf Fund, # 665 ...

INCREASE the balance by $ 10,612 (whole dollars) of Revenue line item, # 665-0000-367-9000 , named Cash Carryover .

INCREASE the balance by $ 10,612 (whole dollars) of Expense line item, # 665-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**SECTION 21.** That this ordinance shall be in full force and effect from and after its passage and approval.

READ FOR THE FIRST TIME: May 14, 2019

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

# SECTION IX
# B

**BILL NO. 2019-27** **ORDINANCE NO.**

**AN ORDINANCE APPROVING THE FINAL PLAT OF SOUTHVIEW COMMERCE CENTER SOUTH 2ND PLAT LOCATED NW ¼ AND SW ¼, SEC, 1, T46N, R33W, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI AND AUTHORIZING THE MAYOR AND CLERK TO SIGN THE PLAT FOR RECORDING WITH THE CASS COUNTY RECORDERS OFFICE.**

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

**WHEREAS,** The Planning Commission convened a meeting on April 22, 2019, and reviewed and recommended approval of the final plat for Southview Commerce Center South 2nd Plat to the City Council; and

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

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

**Section 1.** That the City Council of the City of Belton hereby concurs with the recommendation of the Planning Commission and approves the Southview Commerce Center South 2nd Plat.

**Section 2.** The Mayor and the Clerk are hereby authorized to sign the plat, acknowledging that the plat meets all requirements of the Unified Development Code.

**Section 3.** The plat shall be recorded at the Cass County Recorder of Deeds, and a copy kept on permanent file at the City of Belton.

**Section 4.** The final plat shall be recorded within one year of City Council approval or the approval shall be considered null and void.

**Section 5.** That this Ordinance shall take effect and be in full force from and after its passage and approval.

READ FOR THE FIRST TIME: May 14, 2019

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

# CITY OF BELTON
# CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** May 14, 2019 **DIVISION:** Planning and Building Department

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

| | | | | |
|---|---|---|---|---|
| ☒ Ordinance | ☐ Resolution | ☐ Consent Item | ☐ Change Order | ☐ Motion |
| ☐ Agreement | ☐ Discussion | ☐ FYI/Update | ☐ Presentation | ☐ Both Readings |

**ITEM FOR CONSIDERATION:**
Approval of a Final Plat for Southview Commerce Center South, 2nd Plat located south of 155th Street, just north of northeast corner of 162nd Street on the east frontage road of Interstate 49.

**PROPOSED CITY COUNCIL MOTION:**
Concur with the Planning Commission recommendation of approval.

**BACKGROUND:**
The preliminary plat for Southview Commerce Center was approved by the City Council in June of 2018. The preliminary plat was a part of the rezoning of the property to a FCI Flex Commercial/Industrial zoning district of the North Scott Corridor Overlay District + Guidelines (NSCOD). The preliminary plat provided five lots of various sizes designated for development in the Southview Commerce Center by NorthPoint Development.

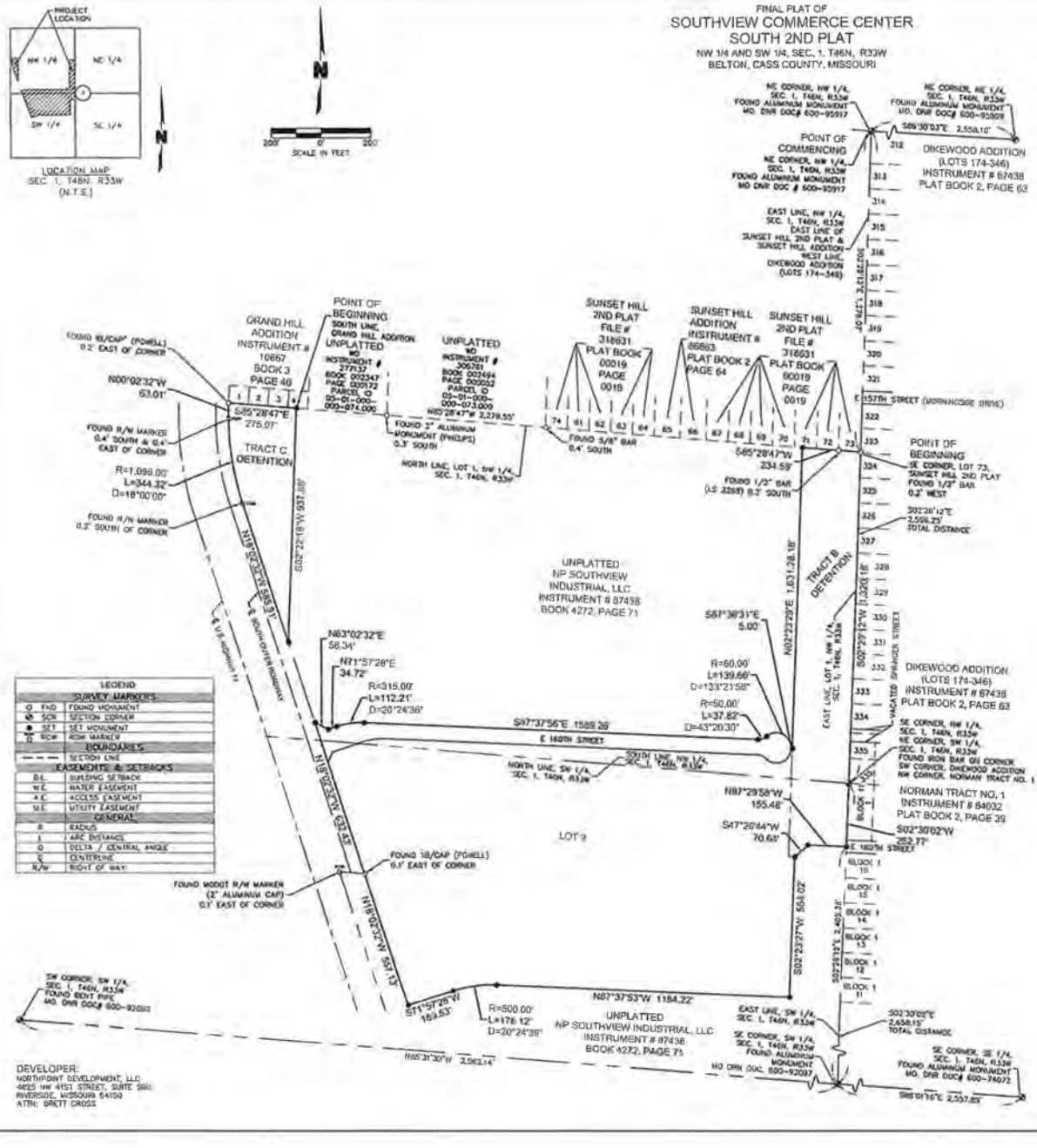
Lot 1 in the Southview Commerce Center was reviewed and approved by the Planning Commission on October 15, 2018.

**PLANNING COMMISSION RECOMMENDATION, ACTION, AND DATE:**
The Planning Commission considered the request at their meeting of April 22, 2019. The Planning Commission recommends approval of the application for Final Plat for Southview Commerce Center South, 2nd Plat as the final plat is consistent with the final development plan. The plat meets all final plat requirements of Section 36.35 of Unified Development Code.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**
1. Ordinance
2. Final Plat

# FINAL PLAT OF
# SOUTHVIEW COMMERCE CENTER SOUTH 2ND PLAT

NW 1/4 AND SW 1/4, SEC. 1, T46N, R33W
BELTON, CASS COUNTY, MISSOURI




DEVELOPER:
NORTHPOINT DEVELOPMENT, LLC
4825 NW 41ST STREET, SUITE 500
RIVERSIDE, MISSOURI 64150
ATTN: BRETT CROSS

## PROPERTY DESCRIPTION:

A tract of land in the Southwest and Northwest Quarter of Section 1, Township 46 North, Range 33 West of the 5th Principal Meridian in Belton, Cass County, Missouri being bounded and described as follows: Commencing at the Northwest corner of said Northwest Quarter also being the Northwest corner of DIKEWOOD ADDITION (LOTS 174 THRU 346) a subdivision in said Belton, recorded as Instrument Number 87438 in Plat Book 2, at Page 63 in Cass County Recorder of Deeds Office; thence South 02°29'12" West, on the East line of said Northwest Quarter, also being the West line of said DIKEWOOD ADDITION (LOTS 174 THRU 346), also being the East Line of Lots 51 thru 60, SUNSET HILL ADDITION, a subdivision in said Belton, recorded as Instrument Number 86863 in Plat Book 2, at Page 64, in said Cass County Recorder of Deeds Office, also being the Existing East right-of-way line of 157th Street and East line of Lot 73, SUNSET HILL 2ND PLAT, a subdivision in said Belton, recorded as File Number 318631 in Plat Book 00019, at Page 0019, a distance of 1,276.07 feet to the Southeast corner of said Lot 73, also being the Point of Beginning of the tract of land to be herein described; thence continuing South 02°29'12" West on the West line of said DIKEWOOD ADDITION (LOTS 174 THRU 346), a distance of 1,320.18 feet to Southeast corner of said DIKEWOOD ADDITION (LOTS 174 THRU 346), also being the Northwest corner of NORMAN TRACT NO. 1, a subdivision in said BELTON, recorded as Instrument Number 84032 in Plat Book 2 at Page 39 in said Cass County Recorder of Deeds Office, also being the Southwest corner of said Northwest Quarter; thence South 02°30'02" West, on the East line of said Southwest corner, also being the West line of said NORMAN TRACT NO. 1, a distance of 262.77 feet to the Northwest corner of proposed SOUTHVIEW COMMERCE CENTER SOUTH; thence North 87°29'58" West, on the Northerly line of said proposed SOUTHVIEW COMMERCE CENTER SOUTH, 155.48 feet; thence South 47°26'44" West, on said Northerly line, 70.69 feet; thence South 02°23'27" West, on said Northerly line, 554.02 feet; thence North 87°37'53" West, on said Northerly line, a distance of 1,184.22 feet; thence Westerly, on said Northerly line, on a curve to the left being tangent to the last described course with a radius of 500.00 feet, a central angle of 20°24'39" and an arc distance of 178.12 feet; thence South 71°57'26" West, on said Northerly line, 169.53 feet; thence North 18°02'32" West, on said Northerly line, 557.13 feet to a point on the Existing Easterly right-of-way line of U.S. Highway 71, as now established; thence leaving said Northerly line, continuing North 18°02'32" West, on said Existing Easterly right-of-way line, 632.45 feet; thence leaving said Existing Easterly right-of-way line, South 63°02'32" East, 58.34 feet; thence North 71°57'26" East, 34.72 feet; thence Easterly, on a curve to the right, being tangent to the last described course with a radius of 315.00 feet, a central angle of 20°24'36" and an arc distance of 112.21 feet; thence South 87°37'56" East, 1,588.26 feet; thence Easterly, on a curve to the left, being tangent to the last described course with a radius of 50.00 feet, a central angle of 43°20'30" and an arc distance of 37.82 feet; thence Southeasterly, on a curve to the right, having a common tangent with the last described course with a radius of 60.00 feet, a central angle of 133°21'58" and an arc distance of 139.66 feet; thence South 87°38'31" East, 5.00 feet; thence North 02°23'29" East, 1,320.18 feet to a point on the South line of said SUNSET HILLS 2ND PLAT; thence South 85°28'47" East, on the said South line, 234.55 feet to the Point of Beginning. Containing 2,180,060 square feet or 50.047 acres, more or less.

Also,

A tract of land in the Northwest Quarter of Section 1, Township 46 North, Range 33 West of the 5th Principal Meridian in Belton, Cass County, Missouri being bounded and described as follows: Commencing at the Northwest corner of said Northwest Quarter also being the Northwest corner of DIKEWOOD ADDITION (LOTS 174 THRU 346) a subdivision in said Belton, recorded as Instrument Number 87438 in Plat Book 2, at Page 63 in Cass County Recorder of Deeds Office; thence South 02°29'12" West, on the East line of said Northwest Quarter, also being the West line of said DIKEWOOD ADDITION (LOTS 174 THRU 346), also being the East Line of Lots 51 thru 60, SUNSET HILL ADDITION, a subdivision in said Belton, recorded as Instrument Number 86863 in Plat Book 2, at Page 64, in said Cass County Recorder of Deeds Office; thence South 02°29'12" West, on the East line of said Northwest Quarter, also being the Existing East right-of-way line of 157th Street and East line of Lot 73, SUNSET HILL 2ND PLAT, a subdivision in said Belton, recorded as File Number 318631 in Plat Book 00019, at Page 0019, in said Cass County Recorder of Deeds Office, a distance of 1,276.07 feet to the Southeast corner of said Lot 73, thence North 85°28'47" West, on the South line of said SUNSET HILL ADDITION and SUNSET HILL 2ND PLAT, and its Westerly extension, also being on the South line of GRAND HILL ADDITION, and its Easterly extension, a subdivision in said Belton, recorded as Instrument Number 10667 in Book 3, at Page 40, a distance of 2,279.55 feet to a point on said South line of said GRAND HILL ADDITION, also being the Point of Beginning of the tract of land to be herein described; thence leaving said South line, South 02°22'16" West, 937.88 feet to a point on the Existing Easterly right-of-way line U.S. Highway 71, as now established; thence North 18°02'32" West, on said Existing Easterly right-of-way line, 595.91 feet; thence Northerly, on said Existing Easterly right-of-way line, on a curve to the right, being tangent to the last described course with a radius of 1,098.00 feet, a central angle of 18°00'00" and an arc distance of 344.32 feet; thence North 03°02'32" West, on said Existing Easterly right-of-way line, 63.01 feet to its intersection with said South line of said GRAND HILL ADDITION; thence leaving said Existing Easterly right-of-way line, South 85°28'47" East, on said South line, 275.07 feet to the Point of Beginning. Containing 155,099 square feet or 3.56 acres, more or less.

Containing a total of 2,335,159 square feet or 53.607 acres, more or less.

## SURVEYORS NOTES:

1. Property information referencing this survey was taken from the Commitment for title insurance report, issued by Chicago Title Insurance Company, Commitment No. 185256, Effective June 6, 2018 at 8:00 A.M. This legal description also included proposed SOUTHVIEW COMMERCE CENTER SOUTH.

2. Bearings used herein are based on the Missouri State Plane Coordinate System, NAD 1983, West Zone.

3. According to "Flood Insurance Rate Map", Community Panel No. 29037C0009F, Map Revised January 2, 2013, as published by the Federal Emergency Management Agency, this property lies within Flood Zone "X". (Areas determined to be outside the 0.2% annual chance floodplain.)

4. The term per plat is in reference to GRAND HILL ADDITION recorded as Instrument Number 10667 in Book 3 at Page 40, SUNSET HILL 2ND PLAT recorded as File # 318631 in Plat Book 00019 at Page 0019, SUNSET HILL ADDITION recorded as Instrument Number 86863 in Plat Book 2 at Page 64, DIKEWOOD ADDITION recorded as Instrument Number 87438 in Plat Book 2 at Page 63 and NORMAN TRACT NO. 1 recorded as Instrument Number 84032 in Plat Book 2 at Page 39 in Jackson County Recorded of Deeds Office.

THIS PLAT AND SURVEY OF SOUTHVIEW COMMERCE CENTER SOUTH 2ND PLAT WERE EXECUTED BY OLSSON, 1301 BURLINGTON STREET #100, NORTH KANSAS CITY, MISSOURI 64116.

I HEREBY CERTIFY: THAT THE PLAT OF SOUTHVIEW COMMERCE CENTER SOUTH 2ND PLAT SUBDIVISION IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL SURVEYORS AND LANDSCAPE ARCHITECTS AND THE MISSOURI DEPARTMENT OF AGRICULTURE. I FURTHER CERTIFY THAT THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON MISSOURI STATE PLANE NETWORK, NAD 1983 WEST ZONE, BASED UPON GPS OBSERVATIONS THAT THE SECTION AND SECTIONAL SUBDIVISION CORNER MONUMENTS AND SURVEY BOUNDARY CORNER MONUMENT WERE EITHER FOUND OR SET AS INDICATED ON THIS PLAT; THAT THE LOT CORNERS AND STREET CENTERLINES HAVE BEEN MARKED WITH PERMANENT MONUMENTATION AS INDICATED ON THIS PLAT; THAT I HAVE COMPLIED WITH ALL STATE AND BELTON STATUES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND THE PLATTING OF SUBDIVISION TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

STATE OF MISSOURI JASON S. ROUDEBUSH PROFESSIONAL LAND SURVEYOR 2003014082

OLSSON, MO CLS 386
JASON S. ROUDEBUSH, MO PLS 2003014082
MARCH 14, 2019
JROUDEBUSH@OLSSON.COM

DATE OF SURVEY

olsson
Olsson Associates
1301 Burlington Street
North Kansas City, MO 64116
PH: (816) 361-1177
FAX: (816) 361-1662
www.olsson.com

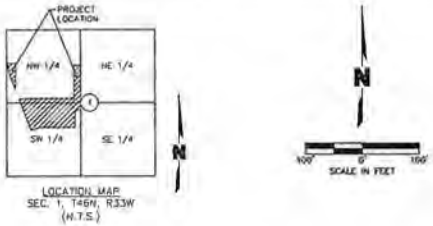
SHEET
1 of 3

75


ENG. DATE: Mar 13, 2019 1:23pm
F:\2018\1001-1500\1018-1050-01\40-Design\Survey\SURVEY\Sheets\Final Plat\V_FP1_a110208.dwg USER: hallbaughjl

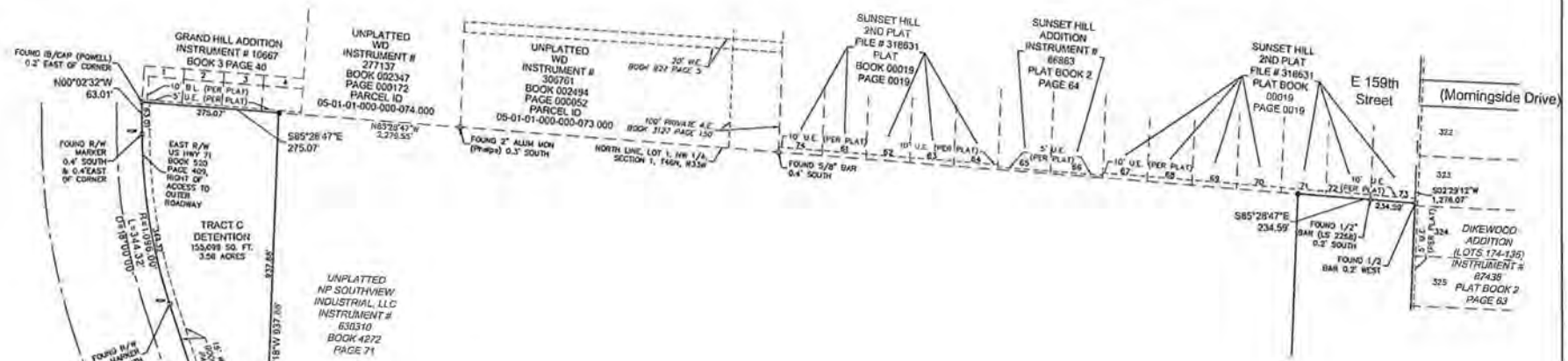
# FINAL PLAT OF
# SOUTHVIEW COMMERCE CENTER
# SOUTH 2ND PLAT

NW 1/4 AND SW 1/4, SEC. 1, T46N, R33W
BELTON, CASS COUNTY, MISSOURI




LOCATION MAP
SEC. 1, T46N, R33W
(N.T.S.)

| LEGEND | |
|---|---|
| SURVEY MARKERS | |
| ○ FND | FOUND MONUMENT |
| ⊗ SCR | SECTION CORNER |
| ● SET | SET MONUMENT |
| □ ROW | ROW MARKER |
| BOUNDARIES | |
| — — — | SECTION LINE |
| EASEMENTS & SETBACKS | |
| B.L. | BUILDING SETBACK |
| W.E. | WATER EASEMENT |
| A.E. | ACCESS EASEMENT |
| U.E. | UTILITY EASEMENT |
| GENERAL | |
| R | RADIUS |
| L | ARC DISTANCE |
| Δ | DELTA / CENTRAL ANGLE |
| ℄ | CENTERLINE |
| R/W | RIGHT OF WAY |




## PLAT DEDICATION:

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

SOUTHVIEW COMMERCE CENTER SOUTH 2ND PLAT

### BUILDING LINES:

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

### STREET DEDICATION:

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

### MAINTENANCE OF TRACTS:

Tract B and TRACT C within SOUTHVIEW COMMERCE CENTER SOUTH 2ND PLAT is to be used as a detention facility and shall be maintained by the owners of the lots, tracts, and parcels shown within this plat.

This plat of SOUTHVIEW COMMERCE CENTER SOUTH 2ND PLAT has been submitted to and approved by the Belton Planning Commission this _____ day of _____ 2019.

_____ Chairman

_____ Secretary

These easements and rights-of-way accepted by the City Council of Belton, Missouri this _____ day of _____ 2019.

_____ Mayor Jeff Davis

ATTEST: _____ City Clerk Andrea Cunningham

Entered on transfer record this ___ day of _____.

_____ County Recorder

## IN TESTIMONY WHEREOF:

NP SOUTHVIEW INDUSTRIAL, LLC., a Delaware limited liability company licensed to do business in the state of Missouri, has caused these presents to be executed this _____ day of _____ 2019.

NP SOUTHVIEW INDUSTRIAL, LLC.
a Delaware limited liability company

_____
Name Title

State of _____ ss:

County of _____

Be it remembered that on this _____ day of _____ 2019, before me, a Notary Public in and for the county and state aforesaid, came _____ to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledge the execution of the same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

## IN WITNESS WHEREOF:

I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires: _____

_____ Notary Public

## SURVEYORS NOTES:

1. Property information referencing this survey was taken from the Commitment for title insurance report, issued by Chicago Title Insurance Company, Commitment No. 185256, Effective June 6, 2018 at 8:00 A.M. This legal description also included proposed SOUTHVIEW COMMERCE CENTER SOUTH.

2. Bearings used hereon are based on the Missouri State Plane Coordinate System, NAD 1983, West Zone.

3. According to "Flood Insurance Rate Map", Community Panel No. 29037C0009F, Map Revised January 2, 2013, as published by the Federal Emergency Management Agency, this property lies within Flood Zone "X". (Areas determined to be outside the 0.2% annual chance floodplain.)

4. The term per plat is in reference to GRAND HILL ADDITION recorded as Instrument Number 10667 in Book 3 at Page 40, SUNSET HILL 2ND PLAT recorded as File # 318631 in Plat Book 00019 at Page 0019, SUNSET HILL ADDITION recorded as Instrument Number 86863 in Plat Book 2 at Page 64, DIKEWOOD ADDITION recorded as Instrument Number 87438 in Plat Book 2 at Page 63 and NORMAN TRACT NO. 1 recorded as Instrument Number 86052 in Plat Book 2 at Page 39 in Jackson County Recorded of Deeds Office.

THIS PLAT AND SURVEY OF SOUTHVIEW COMMERCE CENTER SOUTH 2ND PLAT WERE EXECUTED BY OLSSON, 1301 BURLINGTON STREET #100, NORTH KANSAS CITY, MISSOURI 64116.

I HEREBY CERTIFY: THAT THE PLAT OF SOUTHVIEW COMMERCE CENTER SOUTH 2ND PLAT SUBDIVISION IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL SURVEYORS AND LANDSCAPE ARCHITECTS AND THE MISSOURI DEPARTMENT OF AGRICULTURE. I FURTHER CERTIFY THAT THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON MISSOURI STATE PLANE NETWORK, NAD 1983 WEST ZONE, BASED UPON GPS OBSERVATIONS THAT THE SECTION AND SECTIONAL SUBDIVISION CORNER MONUMENTS AND SURVEY BOUNDARY CORNER MONUMENT WERE EITHER FOUND OR SET AS INDICATED ON THIS PLAT; THAT THE LOT CORNERS AND STREET CENTERLINES HAVE BEEN MARKED WITH PERMANENT MONUMENTATION AS INDICATED ON THIS PLAT; THAT I HAVE COMPLIED WITH ALL STATE AND BELTON STATUES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND THE PLATTING OF SUBDIVISION TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

STATE OF MISSOURI JASON S. ROUDEBUSH NUMBER LS-2009014092 PROFESSIONAL LAND SURVEYOR

_____
OLSSON, MO CLS 366
JASON S. ROUDEBUSH, MO PLS 2009014092
MARCH 14, 2019
JROUDEBUSH@OLSSON.COM

DEVELOPER:
NORTHPOINT DEVELOPMENT, LLC
4825 NW 41ST STREET, SUITE 500
RIVERSIDE, MISSOURI 64150
ATTN: BRETT GROSS

| DATE OF SURVEY |
|---|
| 04-14-2018 |
| DRAWN BY: KMH |
| SURVEYED BY: KMH |
| CHECKED BY: JSR |
| APPROVED BY: JSR |
| UPDATED: 3/14/2019 |
| FILE NAME: = PLAT ALIGNMENT |

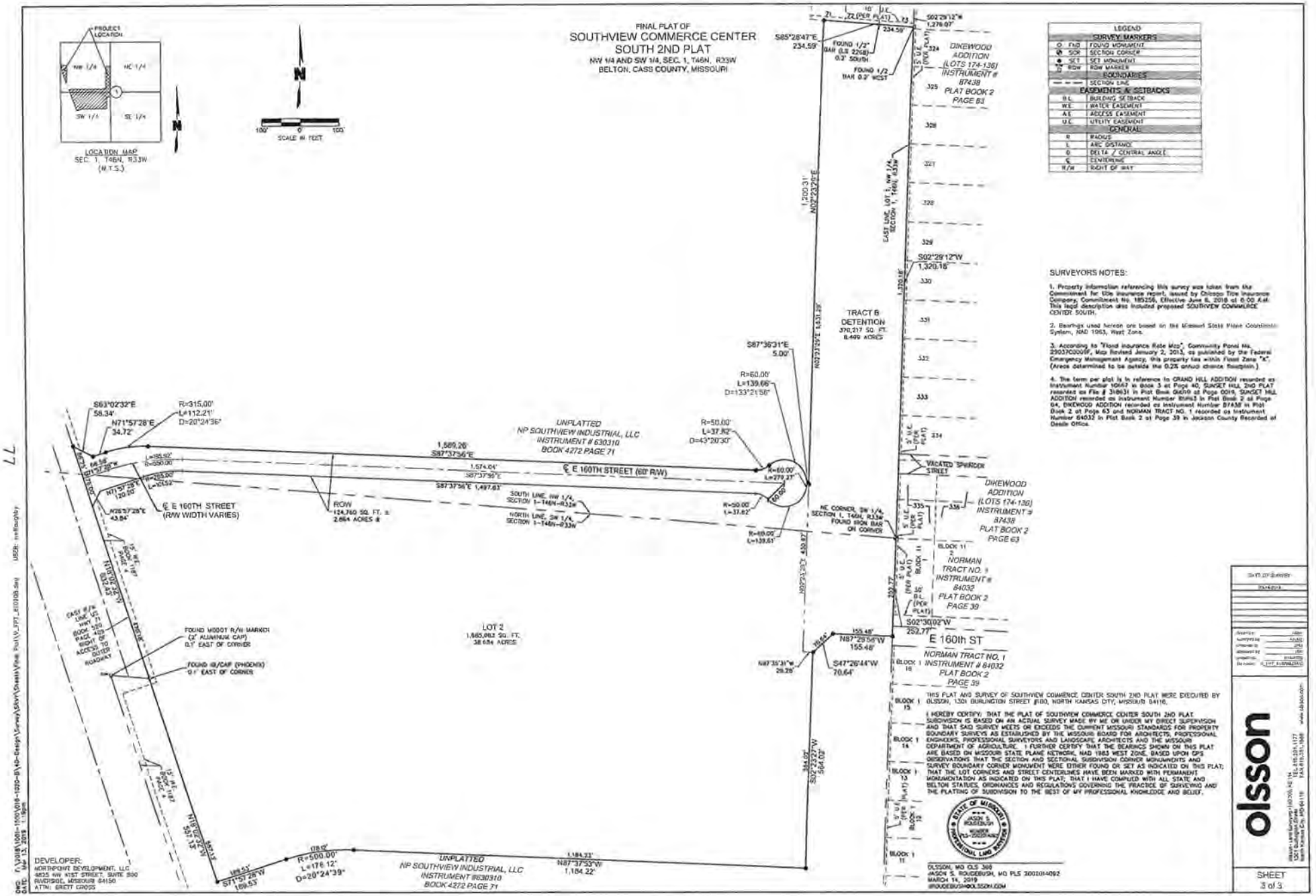
olsson

Olsson Associates
1301 Burlington Street
North Kansas City, MO 64116
TEL 816.361.1177
FAX 816.361.1865
www.olsson.com

SHEET
2 of 3

DWG: F:\2018\1009-1520\Cad-1520-SV\6-Design\Survey\Sheets\Final Plat\V_FPT_Plat2of3.dwg
DATE: Mar 13, 2019 1:20pm
USER: rwilmoth

76


FINAL PLAT OF
SOUTHVIEW COMMERCE CENTER
SOUTH 2ND PLAT
NW 1/4 AND SW 1/4, SEC. 1, T46N, R33W
BELTON, CASS COUNTY, MISSOURI
PROJECT LOCATION
NW 1/4
NE 1/4
SW 1/4
SE 1/4
LOCATION MAP
SEC. 1, T46N, R33W
(N.T.S.)
SCALE IN FEET
LEGEND
SURVEY MARKERS
FND FOUND MONUMENT
SCR SECTION CORNER
SET SET MONUMENT
ROW ROW MARKER
BOUNDARIES
SECTION LINE
EASEMENTS & SETBACKS
B.L. BUILDING SETBACK
W.E. WATER EASEMENT
A.E. ACCESS EASEMENT
U.E. UTILITY EASEMENT
GENERAL
R RADIUS
L ARC DISTANCE
D DELTA / CENTRAL ANGLE
℄ CENTERLINE
R/W RIGHT OF WAY
SURVEYORS NOTES:
1. Property information referencing this survey was taken from the Commitment for title insurance report, issued by Chicago Title Insurance Company, Commitment No. 185256, Effective June 6, 2018 at 8:00 A.M. This legal description also included proposed SOUTHVIEW COMMERCE CENTER SOUTH.
2. Bearings used hereon are based on the Missouri State Plane Coordinate System, NAD 1983, West Zone.
3. According to "Flood Insurance Rate Map", Community Panel No. 29037C0009F, Map Revised January 2, 2013, as published by the Federal Emergency Management Agency, this property lies within Flood Zone "X". (Areas determined to be outside the 0.2% annual chance floodplain.)
4. The term per plat is in reference to GRAND HILL ADDITION recorded as Instrument Number 90647 in Book 3 at Page 40, SUNSET HILL 2ND PLAT recorded as File # 318631 in Plat Book 64/19 at Page 0019, SUNSET HILL ADDITION recorded as Instrument Number 87693 in Plat Book 2 at Page 64, DIKEWOOD ADDITION recorded as Instrument Number 87438 in Plat Book 2 at Page 63 and NORMAN TRACT NO. 1 recorded as Instrument Number 84032 in Plat Book 2 at Page 39 in Jackson County Recorded of Deeds Office.
DIKEWOOD ADDITION (LOTS 174-136) INSTRUMENT # 87438 PLAT BOOK 2 PAGE 63
TRACT B DETENTION 370,217 SQ. FT. 8.499 ACRES
UNPLATTED NP SOUTHVIEW INDUSTRIAL, LLC INSTRUMENT # 630310 BOOK 4272 PAGE 71
℄ E 160TH STREET (60' R/W)
℄ E 160TH STREET (R/W WIDTH VARIES)
ROW 124,760 SQ. FT. ± 2.864 ACRES ±
LOT 2 1,665,082 SQ. FT. 38.654 ACRES
VACATED SPENCER STREET
NE CORNER SW 1/4 SECTION 1, T46N, R33W FOUND IRON BAR ON CORNER
NORMAN TRACT NO. 1 INSTRUMENT # 84032 PLAT BOOK 2 PAGE 39
℄ E 160th ST
FOUND MODOT R/W MARKER (3" ALUMINUM CAP) 0.1' EAST OF CORNER
FOUND IB/CAP (PHOENIX) 0.1' EAST OF CORNER
DEVELOPER:
NORTHPOINT DEVELOPMENT, LLC
4825 NW 41ST STREET, SUITE 500
RIVERSIDE, MISSOURI 64150
ATTN: BRETT GROSS
THIS PLAT AND SURVEY OF SOUTHVIEW COMMERCE CENTER SOUTH 2ND PLAT WERE EXECUTED BY OLSSON, 1301 BURLINGTON STREET #100, NORTH KANSAS CITY, MISSOURI 64116.
I HEREBY CERTIFY THAT THE PLAT OF SOUTHVIEW COMMERCE CENTER SOUTH 2ND PLAT SUBDIVISION IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL SURVEYORS AND LANDSCAPE ARCHITECTS AND THE MISSOURI DEPARTMENT OF AGRICULTURE. I FURTHER CERTIFY THAT THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON MISSOURI STATE PLANE NETWORK, NAD 1983 WEST ZONE, BASED UPON GPS OBSERVATIONS THAT THE SECTION AND SECTIONAL SUBDIVISION CORNER MONUMENTS AND SURVEY BOUNDARY CORNER MONUMENT WERE EITHER FOUND OR SET AS INDICATED ON THIS PLAT; THAT THE LOT CORNERS AND STREET CENTERLINES HAVE BEEN MARKED WITH PERMANENT MONUMENTATION AS INDICATED ON THIS PLAT; THAT I HAVE COMPLIED WITH ALL STATE AND BELTON STATUES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND THE PLATTING OF SUBDIVISION TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.
STATE OF MISSOURI
JASON S. ROUDEBUSH
NUMBER PLS-2001014092
INTERNATIONAL LAND SURVEYOR
OLSSON, MO CLS 360
JASON S. ROUDEBUSH, MO PLS 2001014092
MARCH 14, 2019
JROUDEBUSH@OLSSON.COM
olsson
1301 Burlington Street
North Kansas City, MO 64116
TEL: 816.361.1177
FAX: 816.361.1666
www.olsson.com
SHEET
3 of 3

# SECTION XIV
# A

506 Main Street Belton MO 64012
P 816.331.4331 www.belton.org

# MEMO

To Mayor Davis and Belton City Council

From Andrea Cunningham, City Clerk and Custodian of Records

Re Request for Records Fee Waiver

Date May 14, 2019

## Background

On April 29, 2019, the City received a Request for Records from Michael Larkey on behalf of the Belton Post Office. He requested plot plans for Emerson Park Addition, specifically engineered plans that indicate elevation lines. Upon receiving information from the Belton Engineering Department, I wrote a letter to Mr. Larkey on May 1, 2019, stating the cost for his requested documents was $72.18.

On May 3, 2019, Mr. Larkey sent Mayor Davis a letter asking for the $72.18 fee to be waived. On May 7, 2019, I emailed Mr. Larkey stating the Missouri Open Meetings and Records Act ("Sunshine Law") allows for fees to be waived, but only under precise guidelines. Staff did not believe his request fit within those guidelines. On May 8, 2019, Mr. Larkey sent me an email stating why he believed his request did meet the guidelines and asked that I reconsider the waiver denial.

On May 9, 2019, I emailed Mr. Larkey that I did not have the authority to waive the fee; only the City Council has that authority under Section 610.026.1, RSMo. I informed him I would bring his request before City Council tonight for consideration. (see attached documentation)

## State Statutes

Section 610.026.1, RSMo allows governmental bodies to charge a fee for copying public records as well as a fee for duplicating time, not to exceed the average hourly rate of pay for clerical staff of the public governmental body.

Further, the same statute allows the documents to be furnished without charge or at a reduced charge when the public governmental body (e.g., the City Council) determines that waiver or reduction of the fee is (1) in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the public governmental body and (2) is not primarily in the commercial interest of the requestor.

## Staff Recommendation

It is not the practice of the City of Belton to waive record request fees. It takes considerable staff time away from regular duties to fulfill requests. The state allows for compensation by asking the requestor to pay the hourly staff rate of pay.

The City staff and City attorney do not believe this record request meets the criteria outlined in Section 610.026.1, RSMo (discussed above) as an allowable reason for waiving the fee. It does not contribute significantly to public understanding of the operations or activities of the City. It is also in the primary interest of the requestor. Therefore, staff recommends the City Council respectfully deny this request for waiver.

City Council Action

The City Council has three options

1. Approve the request for a fee waiver.
2. Approve a reduced charge for this request.
3. Deny the request for a fee waiver.

The City Council's decision will be a motion, second, and voice vote on one of these three options.

**This is a request for records under the Missouri Sunshine Law, Chapter 610, Revised Statutes of Missouri**

Custodian of Records – Belton City Clerk's Office
admin@belton.org

506 Main Street Belton, MO 64012
816.331.4331
www.belton.org

Choose one

◉ **If you know the specific records you're requesting**
**I request that you make available to me the following records:**
(Describe the records as specifically as possible. Where you are asking for records that cover only a particular period, such as last year or a specific month, identify that time period.)

Plat plans for Emerson Park addition Particularly engineered plans that indicate elevation lines,

○ **If you know the subject matter, but aren't sure of the specific records**
**I request that you make available to me all records that relate to (include the subject matter):**
(Be as specific as possible. Include dates, if you can.)

RECEIVED
APR 2019
City Clerk
Belton, MO

**I request the records responsive to my request be copied and sent to me at the following address.** If portions of the request records are closed, please segregate the closed portions and provide me with the rest of the records.

121 Bradford Ln Belton MO 64012
Mailing address City State Zip

Or emailed to Michael.Larkey@sbcglobal.net

**Please let me know in advance of any search or copying fees, if the fees exceed $_____.**
(Insert the amount you are willing to pay without additional information about the documents.)

○ **I request that all fees for locating and copying the records be waived. The information I obtain through this request will be use to:**
(Please state how you will use the information and why that use is in the public interest and not just for personal or commercial interests.)

Please provide your contact information. (This may be different from where you'd like the records sent)

Name Michael Larkey
710 second St Belton MO 64012
Address City State Zip
Phone (816) 898 8465 Email Michael.Larkey@sbcglobal.net
Submitted date 4/29/19

506 Main Street Belton MO 64012
P 816.331.4331 www.belton.org

Michael Larkey
Michael.larkey@sbcglobal.net

May 1, 2019

This letter is in response to your request for information under the Missouri Sunshine Law, Chapter 610, Revised Statutes of Missouri, re: Emerson Park addition plot plans on April 29, 2019.

The cost for researching the documents requested is $72.18. Payment is required prior to the City providing the information requested. A check may be remitted to the City of Belton, Attn: Andrea Cunningham, City Clerk, at 506 Main Street, Belton, MO 64012. You may also drop it off at City Hall.

While we understand it can take extra time to remit a check, please contact me by May 15, 2019, if you plan to proceed with your request. If I have not heard from you by May 15, 2019, I will consider this request closed.

Sincerely,

Andrea Cunningham
City Clerk

National Association of Letter Carriers
Branch 30
Steward
and
Formal Step A
Michael W Larkey

Mayor Jeff Davis

May 3, 2019

Mr. Mayor I recently made a sunshine request in which I requested as a representative of the National Association of Letter Carriers (NALC). The sunshine request was to get information to verify the location of an agreed boundary line established in a Triparty agreement from 1995 between the NALC, NRALC and the US Postal Service.

The grievance procedure is out lined in Article 15 of the National Agreement between the NALC and the US Postal Service, therefore this is official Postal Service business.
Do to the nature of this request coming from one government organization to another, I am requesting a waiver of the $72.18 fee requested in the response letter (copy enclosed), dated May 1, 2019, to my sunshine request.

If you have any questions, please call me at 816-898-8465.

Best Regards,

Michael W Larkey

## Andrea Cunningham

**From:** Andrea Cunningham
**Sent:** Thursday, May 9, 2019 6:45 PM
**To:** Michael Larkey
**Cc:** Jeff Davis; Alexa Barton
**Subject:** RE: (EXTERNAL) Re: sunshine request waiver received - Emerson Park Addition

Thank you for your email. According to state statute, only the public governmental body has the authority to waive a records request fee. In this case, that is the City Council.
I will put this item on the 5/14 council agenda. I will include your correspondence and reasoning for waiver. I will let you know on 5/15 what their decision is.

*Andrea Cunningham*
City Clerk
506 Main Street, Belton MO
P 816.892.1250
F 816.322.4620
www.belton.org
*City Offices are closed on Wednesday, May 8, 2019 for Truman Day

---

**From:** Michael Larkey <michael.larkey@sbcglobal.net>
**Sent:** Wednesday, May 8, 2019 12:13 PM
**To:** Andrea Cunningham <acunningham@belton.org>
**Cc:** Jeff Davis <jdavis@belton.org>; Alexa Barton <ABarton@belton.org>
**Subject:** (EXTERNAL) Re: sunshine request waiver received - Emerson Park Addition

Thank you for your speedy response.

The PO currently has two different Carriers delivering opposite sides of the same street. We are, at this time, trying to determine where the boundaries are between the Rural Carriers and the City Carriers.

My request for the information will be used to determine those boundaries.

This determination will allow for more efficient operations of the local PO. The efficient operations of any government organization is of significant interest to the public, therefore, I contend my request meets the criteria outlined in your response to warrant a wavier of your request fee.

Best regards
Mike Larkey

Sent from my iPhone

On May 7, 2019, at 2:40 PM, Andrea Cunningham <acunningham@belton.org> wrote:

> Michael
> Thank you for your letter requesting a waiver of the fees for your Sunshine request regarding Emerson Park addition plot plans. The Mayor received it and passed it along to me.

The Missouri Sunshine Law allows a waiver to be made by the public governmental body when the documents requested are in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the public governmental body and is not primarily in the commercial interest of the requester. It does not appear this request meets the criteria.

We have the documents you requested ready for pick up at city hall. Due to the size of the documents, I am unable to email them and there would be an additional cost if I printed them off. I can supply them on a cd at no additional cost..

*Andrea Cunningham*
City Clerk
506 Main Street, Belton MO
P 816.892.1250
F 816.322.4620
www.belton.org
*City Offices are closed on Wednesday, May 8, 2019 for Truman Day