



**Agenda of the Belton City Council**  
**August 22, 2023 – 6:00 p.m.**  
**520 Main Street, Belton Missouri**  
<https://www.belton.org/watch>

- I. CALL MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – Councilmember Richardson
- III. ROLL CALL
- IV. PERSONAL APPEARANCES
- V. UNFINISHED BUSINESS
  - A. Motion approving the final reading of Bill No. 2023-46  
**An ordinance levying and fixing the rate of tax for municipal purposes, for the Park Fund, and for the Debt Service Fund for fiscal year 2024.**
  - B. Motion approving the final reading of Bill No. 2023-47  
**An ordinance amending Sections 18-2; 40-1; 40-4; and Appendix A of the Unified Development Code related to the Old Town Belton Overlay District and Schedule of Fees.**
  - C. Motion approving the final reading of Bill No. 2023-48  
**An ordinance removing Appendix A, Part II, of the Code of Ordinances.**
- VI. NEW BUSINESS
  - A. Motion approving the first reading of Bill No. 2023-50  
Presented by Matt Wright, Planning and Building Director  
**An ordinance approving an Amended Preliminary Development Plan for Autumn Woods, generally located at the northwest corner of W. Markey Road and Belton Avenue.**

Page 4

- B. Motion approving the first reading of Bill No. 2023-21  
Presented by Matt Wright, Planning and Building Director  
**An ordinance approving an Amended Development and Maintenance Agreement between the City of Belton and Autumn Woods Development, LP for public and private infrastructure and site improvements in Autumn Woods.**

Page 38

- C. Motion approving the first reading of Bill No. 2023-51  
Presented by Matt Wright, Planning and Building Director  
**An ordinance approving a Final Plat for Cross and Mac, a two-lot subdivision located at 510 and 516 3rd Street in the City of Belton, Missouri.**

Page 49

- D. Motion approving the first reading of Bill No. 2023-52  
Presented by Matt Wright, Planning and Building Director  
**An ordinance approving a rezoning from “A” (Agriculture) to “R-1” (Single-Family), for a 1.23 +/- acre parcel located at 1208 S. Cedar Street.**

Page 56

- E. Motion approving the first reading of Bill No. 2023-53  
Presented by Matt Wright, Planning and Building Director  
**An ordinance approving a Final Plat for Bays Place, a two-lot subdivision located at 1208-1210 S. Cedar Street in the City of Belton, Missouri**

Page 64

- F. Motion approving Resolution No. 2023-88  
Presented by Greg Rokos, Assistant City Manager  
**A resolution formally accepting the Southview Commerce Center 4th Plat New Public Infrastructure of 782 feet of sanitary sewer; 2,252 feet of 8” waterline; 1,652 feet of 12” waterline; and a two-year maintenance bond in the amount of \$778,189.76.**

Page 72

- G. Motion approving Resolution No. 2023-89  
Presented by Joe Warren, City Manager  
**A resolution approving the engagement of BT&Co. to audit the city financial records for Fiscal Year 2023.**

Page 77

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.

Presented by Joe Warren, City Manager

**A. Motion approving the Minutes of the August 8, 2023, City Council Meeting.**

Page 98

**B. Motion approving the July 2023 Municipal Division Summary Report for Municipal Court.**

Page 104

**C. Motion approving Resolution No. 2023-90  
A resolution reappointing Ronald Branan, Dave Clark, and Tom MacPherson and appointing Art Meyers to the Enhanced Enterprise Zone Board.**

Page 109

VIII. COMMUNICATIONS FROM CITY COUNCIL

IX. COMMUNICATIONS FROM MAYOR

X. CITY MANAGER'S REPORT

September/October 2023 City Council Meetings – 6:00 p.m.

September 12, 2023 – Canceled

September 26, 2023

October 10, 2023

October 24, 2023

XI. ITEMS FOR REVIEW AND DISCUSSION

A. Aaron's Family Fun Center – Special Use Permit for Sign  
Presented by Matt Wright, Planning and Building Director

B. Speed Limit Change – Cambridge  
Presented by Greg Rokos, Assistant City Manager

C. Unified Development Code Text Amendment – Rental Regulation Program  
Presented by Matt Wright, Planning and Building Director

XII. Motion to enter Executive Session to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2, and that the record be closed, and the meeting adjourned from there.



## **Bill No. 2023-50 COUNCIL ACTION REPORT**

**Title:** Autumn Woods – Amended Preliminary Development Plan

**Agenda Date:** August 22, 2023

**Presented by:** Matt Wright, Planning & Building Director

---

### **Background**

- Preliminary and Final Development Plans for Autumn Woods were originally approved in 2015.
- Amended Preliminary and Final Development Plans were submitted to the Planning Commission on March 7, 2023 for review and consideration. The Planning Commission recommend approval (4-1) of the Amended Preliminary Development Plan and approved (4-1) the Amended Final Development Plan.
- On April 11, 2023, the Amended Preliminary Development Plan bill failed at the City Council due to concerns with limited off-street parking and the lack of enforcement of on-street parking that could limit emergency access throughout the development. The City Council subsequently tabled a decision on an Amended Development and Maintenance Agreement.
- The applicant worked with staff on various parking solutions. The most effective solution is to provide two-car driveways for each unit with small landscape islands between each driveway. Although this limits landscaping (particularly street trees), it doubles the amount of driveway parking in the second phase and will significantly reduce the opportunity for on-street parking due to driveway locations.
- Revised Amended Preliminary and Final Development Plans with new parking solutions were brought forward to the Planning Commission on August 1, 2023. The Planning Commission unanimously recommended approval (5-0) of the revised Amended Preliminary Development Plan and approved (5-0) an Amended Final Development Plan. During the discussion, the Commission questioned if the driveway widths would be modified in the first phase to match the second phase. Staff stated that the first phase is already in development and that widening the driveways is not included in the revisions for approval.
- Staff followed-up with the developer after the Planning Commission meeting to determine the feasibility of widening driveways in the first phase. The developer is willing to widen the driveways where feasible (there are obstructions that may prevent some driveways from being widened – such as utility boxes, fire hydrants, stormwater inlets, etc.). The developer would also like to be able to make these additions as they develop the second phase. Staff believes that this is an acceptable approach to retrofit driveways in the first phase for buildings that have already constructed or permitted. With that, if the City Council would like to make this a requirement, staff would propose the following conditions to the Amended Preliminary Development Plan approval:





- Driveways in the first phase shall be widened to match the driveway widths in the second phase, where feasible. A driveway widening shall be considered feasible when there are no physical obstructions that would hinder the driveway addition. In locations where driveways are expanded, landscaping shall follow the same landscaping pattern and scheme as provided for in the second phase. All driveway widenings must be completed prior to final occupancy of the final building in the second phase.

#### **Financial/Budget Considerations**

- As part of the amended development plans and Development Maintenance and Agreement, the developer has the option of going from a single master meter to each unit (101 units) having individual meters.

#### **Legal Considerations**

- If the revised Amended Preliminary Development Plan is denied, the developer is still allowed to proceed with the previously approved plans which do not provide for any additional parking.

#### **Policy Considerations**

- There are no specific policy considerations with this development plan, however, concerns with past approvals should impact future code and policy changes for multi-family housing development site and building design standards.

#### **Staff Recommendation**

- Staff believes that the revised plans are an improvement to the original approved plans that are currently in effect. The revised plans provide additional off-street parking as requested by the City Council, while also providing additional amenities and landscaping. For these reasons, staff recommends approval of the Amended Preliminary Development Plan for Autumn Woods.

**AN ORDINANCE APPROVING AN AMENDED PRELIMINARY DEVELOPMENT PLAN FOR AUTUMN WOODS, GENERALLY LOCATED AT THE NORTHWEST CORNER OF W. MARKEY ROAD AND BELTON AVENUE.**

**WHEREAS**, a request was submitted to amend a previously approved Preliminary Development Plan for Autumn Woods, a 101-unit multi-family development generally located at the northwest corner of W. Markey Road and Belton Avenue, more specifically described below and in **Exhibit A**; and

**WHEREAS**, the purpose of the amended Preliminary Development Plan is to allow the option of the installation of individual water meters for each unit, the opportunity to replat the property in the future as individual buildings or units, and enhancements to the landscaping, amenities, and parking beyond what was originally approved; and

**WHEREAS**, notice of the Preliminary Development Plan was sent to property owners within 185-feet of the site; and

**WHEREAS**, after due public notice in the manner prescribed by law, a public hearing was held before the Belton Planning Commission on August 1, 2023; and

**WHEREAS**, the Belton Planning Commission voted 5-0 to recommend unanimous approval of the application to the City Council; and

**WHEREAS**, the Belton Planning Commission also approved a Final Development Plan subject to approval of the Preliminary Development Plan by the City Council; and

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

**Section 1.** The City Council of the City of Belton hereby approves the Preliminary Development Plan for Autumn Woods, more specifically described as follows and in **Exhibit A**:

Lot 1, Autumn Woods, a subdivision in Belton, Cass County, Missouri, according to the recorded plat thereof.

**Section 2.** Approval of the Preliminary Development Plan is subject to the following conditions and all other items referenced in the staff report and supporting documentation attached as **Exhibit A**:

1. The Preliminary Development Plan and Final Development Plan for Autumn Woods are hereby approved, as shown on the plan sets provided by SM Engineering and Sullivan Palmer Architects. Approval of the Final Development Plan shall not be in effect until the Preliminary Development Plan is approved by the City Council.

2. A photometric plan, a signage plan, and playground details shall be provided with the final building permit plan set prior to building permit issuance.
3. If it is found that any building or structure resides in the floodplain, building permits will not be issued for that structure.
4. All newly constructed sidewalks will conform to City standards and be 5' wide.
5. All backflow requirements shall be met and properly installed and inspected prior to occupancy.
6. All stormwater requirements shall be met, including water quality BMPs and properly sized piping and capacity for stormwater flow.

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

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

READ FOR THE FIRST TIME: August 22, 2023

READ FOR THE SECOND TIME AND PASSED:

---

Mayor Norman K. Larkey, Sr.

Approved this \_\_\_\_ of \_\_\_\_\_, 2023.

---

Mayor Norman K. Larkey, Sr.

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 introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023, and thereafter adopted as Ordinance No. 2023-\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

---

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



**CITY OF BELTON**  
**DEPARTMENT OF PLANNING & BUILDING**  
 City Hall Annex: 520 Main St. Belton, MO 64012  
 816-331-4331 | www.Belton.org

# PLANNING APPLICATION STAFF REPORT

PLANNING COMMISSION: AUGUST 1<sup>ST</sup>, 2023

## PROJECT: AUTUMN WOODS

### SITE LOCATION: PROJECT REQUEST:

Northwest corner of Belton Ave. and W. Markey Rd. Preliminary & Final Development Plan  
 (800 Autumn Woods & Etc. Dr.)

### APPLICATION:

**Property Owner & Applicant** – Mark Siegel / Autumn Woods Development, LP  
**Project Lead & Engineer** – Sam Malinowsky/ SM Engineering  
**Surveyor** – Mike Huffman / Huffman Land Surveyors, LLC  
**Landscape Architect** – Garrett Ochs  
**Architect** – Sullivan Palmer Architects

## PROJECT SUMMARY

### CURRENT ZONING/USE: PROPOSED USE:

R-3 Multi-Family Residential, Triplex Multi-Family Triplex Multi-Family

### PROPOSED DEVELOPMENT: LAND AREA:

33 triplexes and 1 duplex (101 units) with garages 11 Acres

### UTILITY SERVICE: MODIFICATIONS REQUESTED OR SPECIAL NOTES:

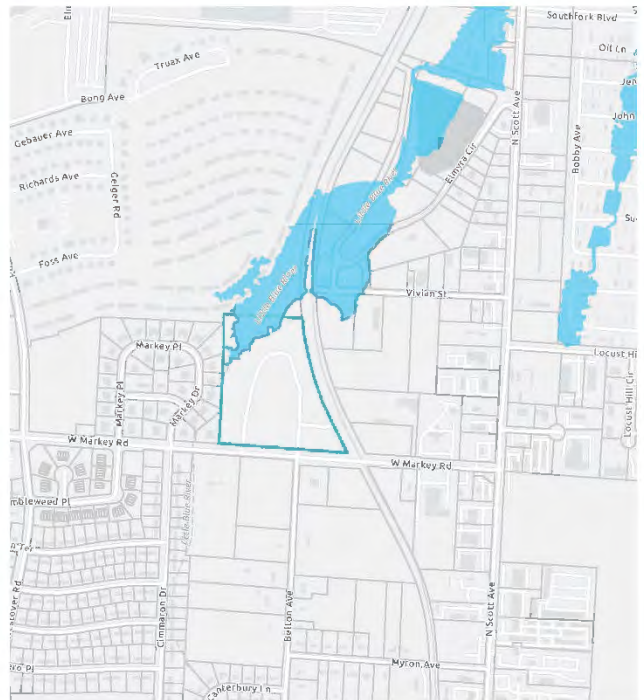
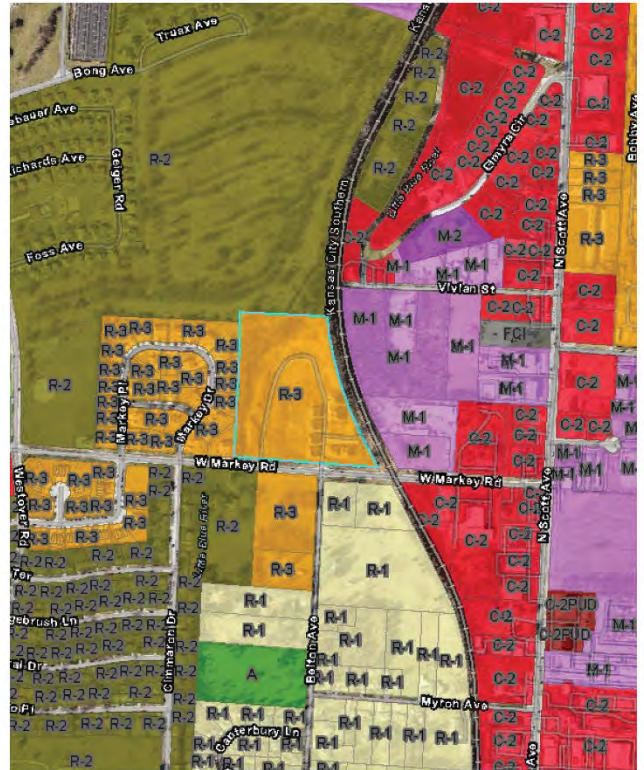
**WATER / SEWER** Yes, available and will support the proposed use  
 Yes – noted in staff report

### CONTEXTUAL DESCRIPTION:

An application was filed to revise the existing Preliminary Development Plan and submit a Final Development Plan for “Autumn Woods”, a multi-family development at the Northwest corner of Belton Ave. and W. Markey Rd. The subject property is a proposed 11-acre block bound by W. Markey Rd. the Railroad, and the Markey Meadow multi-family development. It’s currently under-going construction of the first phase.

## STAFF RECOMMENDATION

**STAFF RECOMMENDS APPROVAL SUBJECT TO CONDITIONS**



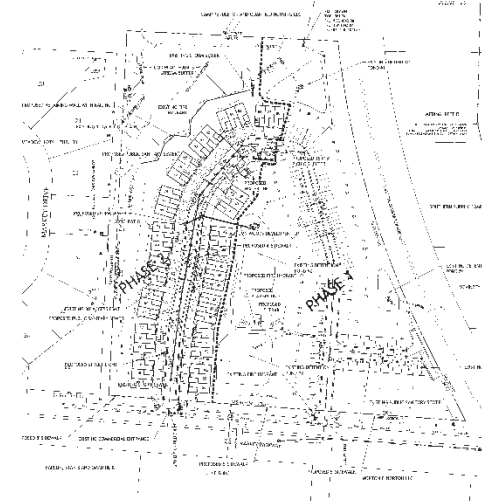
# DEVELOPMENT STANDARDS

The subject 11-acre site is located at the Northwest corner of Belton Ave. and W. Markey Rd. is subject to *Compliance with the R-3 (Multi-Family Residential District) Standards of the Unified Development Code (UDC)*: The base (R-3) zoning district permits the development of triplexes and duplexes.

The tables below include site and parking design standards for the development. The plan meets all site design requirements, except for:

- **Modifications have been requested for: number of required trees per dwelling unit and street trees.**

<b>SITE DESIGN</b>	<u>Standard</u>	<u>Requirement</u>	<u>Proposed</u>
Lot Size	Min. Lot Size	7,800 sq. ft.	479,502 sq.ft
Setbacks	Front Setback (private street)	25-ft. (Build line)	25-ft.
	Side Setback	5-ft.	10-ft.
	Rear Setback	20-ft.	30-ft.
Building & Site Design	Building Height	35-ft. max.	24-ft.
	Building Coverage	25% max.	15%
	Green Space	30% min.	70%



## PARKING DESIGN

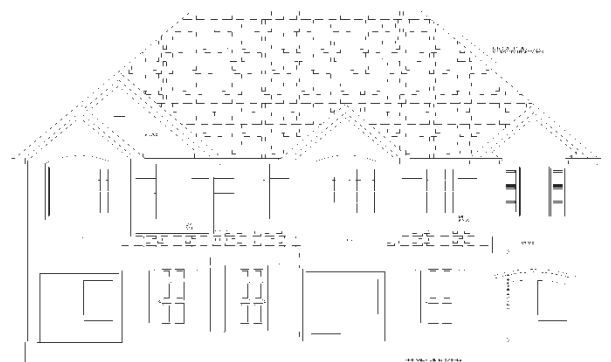
<u>Standard</u>	<u>Requirement</u>	<u>Proposed</u>
Multi-Family Dwelling (3+ units)	1.5 per Dwelling Unit (151.5 required for 101 units)	250 spaces 11 visitor spaces

# BUILDING DESIGN

**BUILDINGS:** There are 33 triplex buildings and 1 duplex, totaling 101 units. Phase 1 on the East side of the property contains 18 buildings (53 units) and Phase 2 on the West proposes 16 buildings (48 units). Phase 1 is currently under construction. Each unit shares an interior wall, is 2-story, and includes a garage.

The buildings proposed are made up of predominately stucco on the front facade, with lap siding accenting the second floor and wrapping around the sides and back. The front elevation is articulated with varying roof lines, garage doors, and front porches, giving the appearance of single-family homes. Each unit is provided a covered front porch and an 8’x10’ rear patio. The color palette remains the same from the first phase, utilizing a family of beige.

**PARKING:** Based on the comments provided by City Council during the 4/11/23 meeting, the lack of parking needed to be addressed to move forward. The revised site plan includes a single-space attached garage for each unit with an 18’ wide driveway, increasing available parking spaces from 202 spaces to 250 spaces (3 spaces per unit in phase 2). 11 visitor spaces have been provided with two separate parking lots located in the middle of the development. On-street parking is also available on one side of the street but is now limited based on driveway widths.





## LANDSCAPING & SITE DESIGN

**LANDSCAPING:** A landscape plan has been provided with a mix of shade trees, ornamental trees, shrubs, and ornamental grasses. Based on the proposed development, the landscape plan had to provide landscaping in accordance with four different sets of requirements. A breakdown of these requirements is listed in the table below.

<b>LANDSCAPE REQUIREMENTS</b>	<u>Standard</u>	<u>Requirement</u>	<u>Proposed</u>
Multi-Family	0.75 Trees Per Unit	75	<b>Count Existing Trees</b>
Markey Parkway Buffer Zone	<b>20' Buffer Zone Option B</b>	20-ft	
	1 Shade Tree /60'	13	13
	3 Ornamental /100'	24	24
	4 Shrubs / 100'	32	75
Detention Landscaping (1,826-ft of frontage)	Shade Trees 50' Spacing Max Ornamental 30' Spacing Max Evergreen 30' Spacing Max		19 Shade
			37 Ornamental
			N/A
Street Trees	1 Shade Tree / 30'	102	<b>53 Shade 7 Ornamental Driveway plantings</b>

The landscape plan meets all landscaping requirements except for the internal, per unit landscaping that is required for multi-family developments. **A modification has been requested to count a section of existing trees on the property towards that requirement, as well as count driveway plantings towards the required number of street trees.**

**FENCING:** The site includes a retaining wall along the outside of the floodplain and stream buffer edge. This retaining wall will vary in size from 1' to 6' depending on the topography. This will be topped with a black chain link fence for safety.

**LIGHTING:** The site plan indicates streetlights will be installed on the private street through the development. A photometric plan has not been provided, but lighting will be required to meet UDC standards. A photometric plan will be required with the final building permit plan set prior to building permit issuance.

**AMENITIES:** The proposed playground is located in the center of the development, off of the walking trail; making it accessible by both sides of the development. A conceptual image of some of the play equipment is shown to the right. Further playground details will be required with the final building permit plan set prior to building permit issuance. A 15'x15' picnic shelter is also proposed in the center of the development for residents to use.

**FLOODPLAIN:** Phase 2 or the West side of the development comes very close to the stream buffer and floodplain. No work shall occur in the floodplain or minimum stream buffer areas, as this would require a variance from buffer requirements, which is not proposed. Work in the floodplain would also require engineering analysis demonstrating no rise to the floodplain for the 100 year storm, which has not been provided.



## STREETS / ACCESS

The site will have two (2) points of access from W. Markey Rd., which will provide ingress and egress for the site.

## **UTILITIES**

The site currently has access to some utilities. An additional public water line and sanitary sewer are being proposed, as well as a private storm sewer. These will be installed during construction and the proper easements added.

## **DETENTION**

Detention serving the subject property was provided with the Autumn Woods Phase 1 and the plans have been adjusted to capture additional runoff. The provided detention adequately captures runoff from the site.

## **TRAILS AND SIDEWALKS**

The site plan indicates 4-ft sidewalks along both sides of the street through the property. The private street will need to conform to public street standards, so **all sidewalks installed in Phase 2 will need to be 5-ft wide**. The internal sidewalks connect to the proposed 5-ft sidewalk along W. Markey Rd, per UDC requirements. A 5-ft trail is proposed through the center green space that connects both sides of the development to the central playground. All sidewalks must meet ADA standards.

## **SIGNAGE**

Subdivision signage details and artwork will be required with the final building permit plan set prior to building permit issuance.

## **DEVELOPMENT MAINTENANCE AGREEMENT**

The previously approved Development Maintenance Agreement for the development is proposed to be amended with the Preliminary Development Plan. As part of this Agreement, the following items are being amended:

- Allowing each dwelling unit to have an individual water meter (rather than a single meter serving the entire development);
- Completion of all infrastructure and landscaping in the first phase prior to building permit issuance in the second phase;
- Completion of all infrastructure, amenities (playground, trail, common landscaping), and on-street visitor parking prior to building permit issuance in the second phase; and
- Establishment of a Property Owners Association with a future Final Plat that townhouses each building or unit.



## ***COMPLIANCE WITH COMPREHENSIVE PLAN***

The proposed land use is in compliance with both zoning and future land use maps. The Future Land Use Map of the Comprehensive Plan (last amended in 2014) designates this site as Multiple/Tri/Quad Plex.

## ***ECONOMIC DEVELOPMENT CONSIDERATIONS***

This triplex development would help meet the needs of the growing community and provide another housing type to the Belton market.

## ***FINDINGS OF FACT***

UDC Section 20-5 requires Final Development Plans to be reviewed under the following criteria:

- a. The plan complies with all applicable standards of this Code and all other applicable city ordinances and policies, except as otherwise requested through a PUD, Alternative Development Standard, or Variance.
- b. The plan does not conflict with the adopted plans of the City or the purpose and intent of this Code.
- c. The proposed use is allowed in the zoning district in which it is located.
- d. Vehicular ingress and egress to and from the site, and circulation within the site provides for safe, efficient, and convenient movement within the site and on adjacent roadways.
- e. The plan provides for safe, efficient, and convenient movement of pedestrians on and to the site.
- f. The arrangement of structures and buildings on the site allows for the efficient use of the land, is compatible with development on adjacent properties, and minimizes potential adverse impacts on existing or planned municipal infrastructure and services.
- g. Open space and natural features on the site are arranged in such a way that unique natural resources are preserved and creates a desirable and functional environment for site users.
- h. The plan avoid unnecessary or unreasonable alterations to existing topography, preserves existing healthy, mature trees and woodlands, and designs drainage facilities to promote the use and preservation of natural watercourses.
- i. Provides adequate parking for the use, including logical and safe parking and circulation.
- j. Provides landscaping and screening as required by this Code that creates logical transitions to adjoining uses, screens incompatible uses, minimizes the visual impact of the development on adjacent roads and properties, and utilizes native plant materials selected to withstand the local climate and individual site microclimates.
- k. Includes site illumination that has been designed and located to minimize adverse impacts on adjacent properties.

UDC Section 20-6 requires any requested non-signage modifications (Alternative Development Standards) with a Final Development Plan to be reviewed under the following criteria:

- a. The proposed alternative development standard(s) will better serve the public interest than strictly adhering the Code.

- b. The proposed alternative development standard(s) will be consistent with the objectives, policies, and general land uses and programs in the City’s Comprehensive Plan and any other adopted plans.
- c. The proposed alternative development standard(s) is consistent with other provisions of this Code.
- d. The location, size, design, and operating characteristics of the proposed alternative development standard(s) will not create unusual noise, traffic, or other conditions or situations that may be objectionable, detrimental, or incompatible with other permitted uses in the vicinity.
- e. The proposed alternative development standard(s) will not result in conditions or circumstances contrary to the public health, safety, and general welfare.

Based on the above findings of fact, the Autumn Woods development meets all City standards and requirements in the UDC, outside of the modifications requested. The proposed use and site plan complies with the comprehensive plan, future land use plan, almost all applicable site development standards, and is consistent with the adjacent developed properties.

The requested alternative development standards, or modifications, will not negatively impact surrounding properties, compromise the general purpose or intent of the UDC, or compromise the health, safety, and welfare of the community.

## STAFF RECOMMENDATION

Staff recommends approval of the Preliminary and Final Development Plan for Autumn Woods. The recommendation is subject to the following conditions:

1. The Preliminary Development Plan and Final Development Plan for Autumn Woods are hereby approved, as shown on the plan sets provided by SM Engineering and Sullivan Palmer Architects. Approval of the Final Development Plan shall not be in effect until the Preliminary Development Plan is approved by the City Council.
2. A photometric plan, a signage plan, and playground details shall be provided with the final building permit plan set prior to building permit issuance.
3. If it is found that any building or structure resides in the floodplain, building permits will not be issued for that structure.
4. All newly constructed sidewalks will conform to City standards and be 5’ wide.
5. All backflow requirements shall be met and properly installed and inspected prior to occupancy.
6. All stormwater requirements shall be met, including water quality BMPs and properly sized piping and capacity for stormwater flow.

### PLANNING COMMISSION ALTERNATIVES

1. Motion to **recommend approval** of the Preliminary Development Plan and **approve** the Final Development Plan for Autumn Woods, with conditions.
2. Motion to **recommend denial** of the Preliminary Development Plan and **deny** the Final Development Plan for Autumn Woods.
3. Motion to continue the applications for further information.

### ATTACHMENTS

1. Project Narrative – 1 page
2. Preliminary Development Plan (including site plans and landscape plan) – 11 pages
3. Final Development Plan (including site plans and landscape plan) – 11 pages
4. Building Elevations – 2 pages

## Autumn Woods Amended PDP and Final Development Plan

We respectfully request the approval of the Autumn Woods Final Development Plan. The project is located on the north side of Markey Road 1,300' west of N. Scott Ave. This is Phase II of an existing multifamily development and is currently vacant ground.

We are requesting no modifications to the code

We are requesting to amend the previous plan due to allow a separate legal description for each unit.

**UTILITIES INVOLVED**

- Utilities  
 Electric Service  
 Nathan Michael  
 913-347-4310  
 Nathan.michael@evergy.com
- Gas Service  
 Spire  
 Katie Darnell  
 816-969-2247  
 Katie.darnell@spireenergy.com
- Water/ Sanitary Sewer  
 Public Works Department  
 506 Main Street  
 Belton, MO 64102  
 816-331-4310  
 816-331-4331
- Communication  
 AT&T  
 Dan Wolfe  
 816-225-9408



**STANDARD LEGEND**

- LOT LINE
- PROPERTY LINE
- PLATTED DISTANCE
- MEASURED DISTANCE
- ELECTRIC METER
- CLEAN OUT SEWER
- ELECTRIC BOX
- TELEPHONE PEDISTAL
- AIR CONDITIONER UNIT
- GAS METER
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- GUY WIRE
- POWER POLE
- SEWER MAINHOLE
- FENCE
- WATER LINE
- GAS LINE
- SEWER LINE
- UNDERGROUND TELEPHONE LINE
- GAS LINE
- OVERHEAD ELECTRIC LINE
- TREE AND SIZE
- CONCRETE
- ASPHALT
- REINFORCED CONCRETE PIPE
- VITRIFIED CLAY PIPE
- FINISHED FLOOR

**UTILITY STATEMENT:**  
 THE UNDERGROUND UTILITIES SHOWN HEREON ARE FROM FIELD SURVEY INFORMATION OF ONE- CALL LOCATED UTILITIES. FIELD SURVEY INFORMATION OF ABOVE GROUND OBSERVABLE EVIDENCE, AND/OR THE SCALING AND PLOTTING OF EXISTING UTILITY MAPS AND DRAWINGS AVAILABLE TO THE SURVEYOR AT THE TIME OF SURVEY. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHERMORE, THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE PLACED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOTED AND INDICATED THE UNDERGROUND UTILITIES BY EXCAVATION UNLESS OTHERWISE NOTED ON THIS SURVEY.

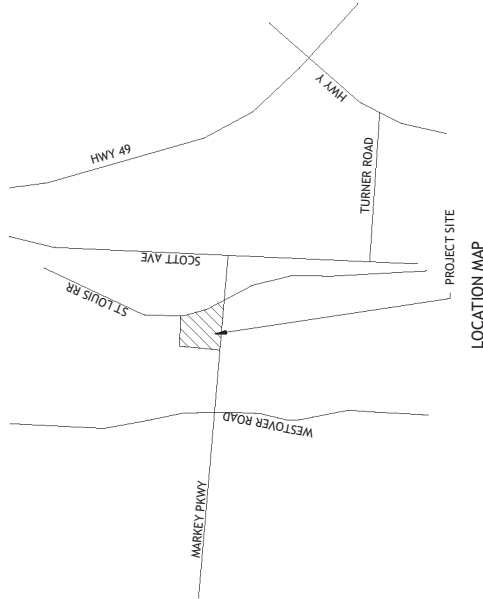
**SAFETY NOTICE TO CONTRACTOR**  
 IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICE, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

**WARRANTY / DISCLAIMER**  
 THE DESIGNS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING FOR THE DESIGN FUNCTIONS AND USES INTENDED BY THE OWNER AT THIS TIME. HOWEVER, NEITHER SM ENGINEERING NOR ITS PERSONNEL CAN OR DO WE GUARANTEE, REPRESENT OR WARRANT THE ACCURACY OR COMPLETENESS OF THE DATA OR INFORMATION PROVIDED BY THE OWNER OR CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CONTROL THE PHYSICAL CONSTRUCTION ON A CONTINGENT BASIS AT THE SITE.

**CAUTION - NOTICE TO CONTRACTOR**  
 THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH PROPOSED IMPROVEMENTS SHOWN ON THE PLANS. THE CONTRACTOR SHALL EXPOSE EXISTING UTILITIES AT LOCATIONS OF POSSIBLE CONFLICTS PRIOR TO ANY CONSTRUCTION.

REVISED PRELIMINARY DEVELOPMENT PLAN  
**AUTUMN WOODS**

SECTION 02, TOWNSHIP 46 NORTH, RANGE 33 WEST  
 BELTON CASS COUNTY, MISSOURI  
 PARCEL NO: 050102300000003000  
 DISTURBED AREA 4.42ac



**LAND DESCRIPTION:**  
 LOT 1, BLOCK 5, AUTUMN WOODS, A SUBDIVISION IN BELTON, CASS COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, FILED IN PLAT BOOK 3781 AT PAGE 515.

LOCATION MAP

**NOTE:**  
 PRIVATE WATERLINES  
 SANITARY SEWER PER INDIVIDUAL UNIT  
 TRASH

**INDEX OF SHEETS**

1. COVER SHEET
2. EXISTING CONDITIONS
3. LAYOUT PLAN
4. UTILITY PLAN
5. GRADING PLAN
- 5.1 IMPERVIOUS PLAN
- 5.2 OVERFLOW PLAN
6. AUTUMN WOODS DR PLAN AND PROFILE
7. AUTUMN WOODS DR PLAN AND PROFILE
8. LANDSCAPE PLAN

**FLOOD PLAIN**  
 THIS SUBJECT TRACT LIES WITH THE 100 YEAR FLOOD PLAIN ZONE A ACCORDING TO MAP NUMBER 29037C0010F DATED JANUARY 2, 2013

**SURVEYOR**

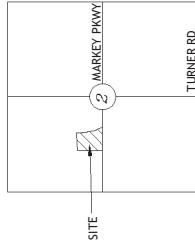
HUFFMAN LAND SURVEYORS  
 P. O. BOX 66 BELMONT, MISSOURI 64083  
 (816) 372-4541  
 HUFFSURVEYOR@GMAIL.COM

**OWNER:**

AUTUMN WOODS DEVELOPMENT, LP  
 ATTN: RICK TRUMBULL  
 14713 JUNIPER ST  
 LEAWOOD, KS 66224  
 CELL: (816) 918-3040

**ENGINEER**

SM ENGINEERING  
 5507 HIGH MEADOW CIRCLE  
 BELTON, MISSOURI 64083  
 SMCIVIL@GMAIL.COM  
 785-341-9747



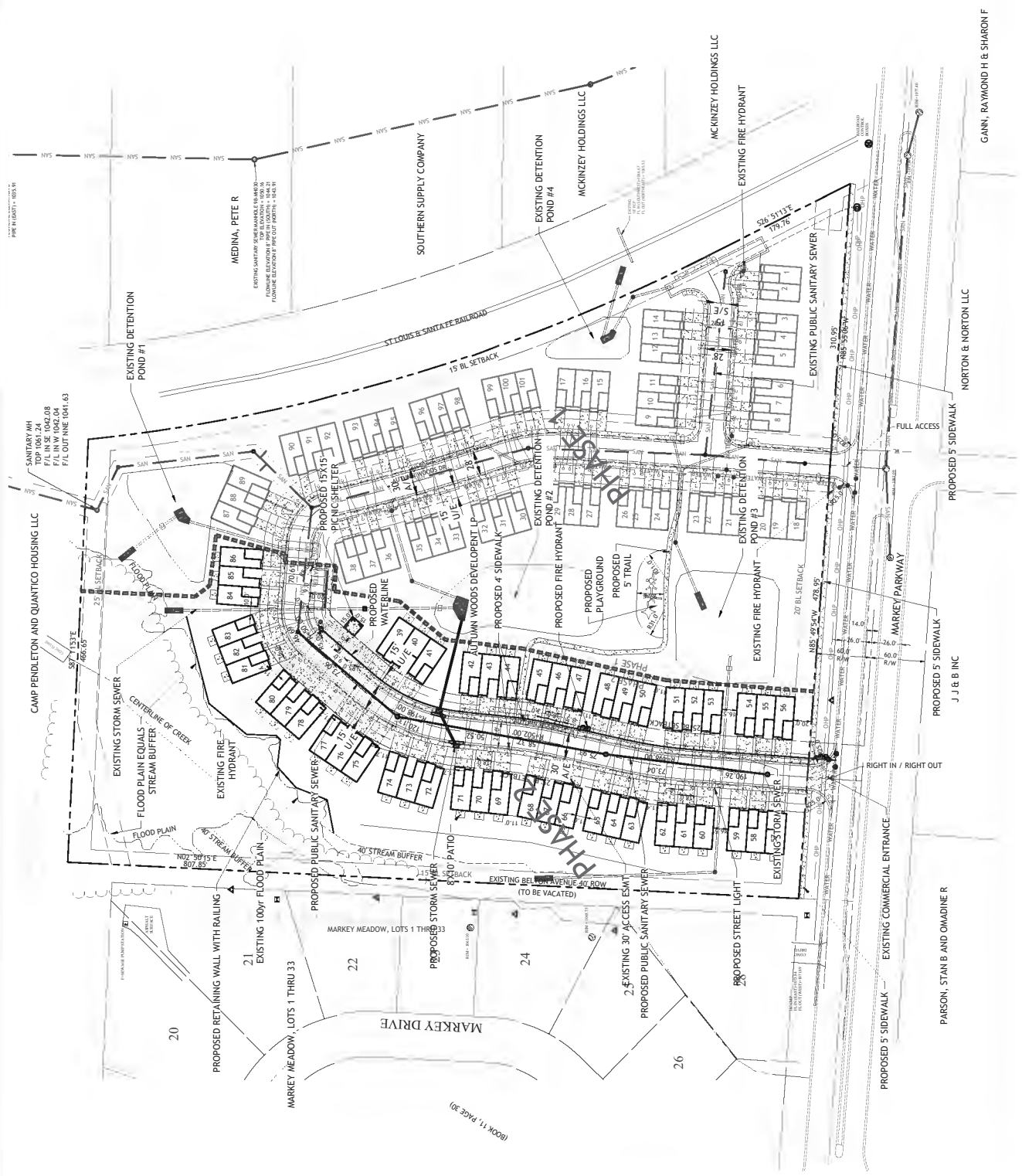
SECTION MAP

SEC. 02 TW. 46 RNG. 33





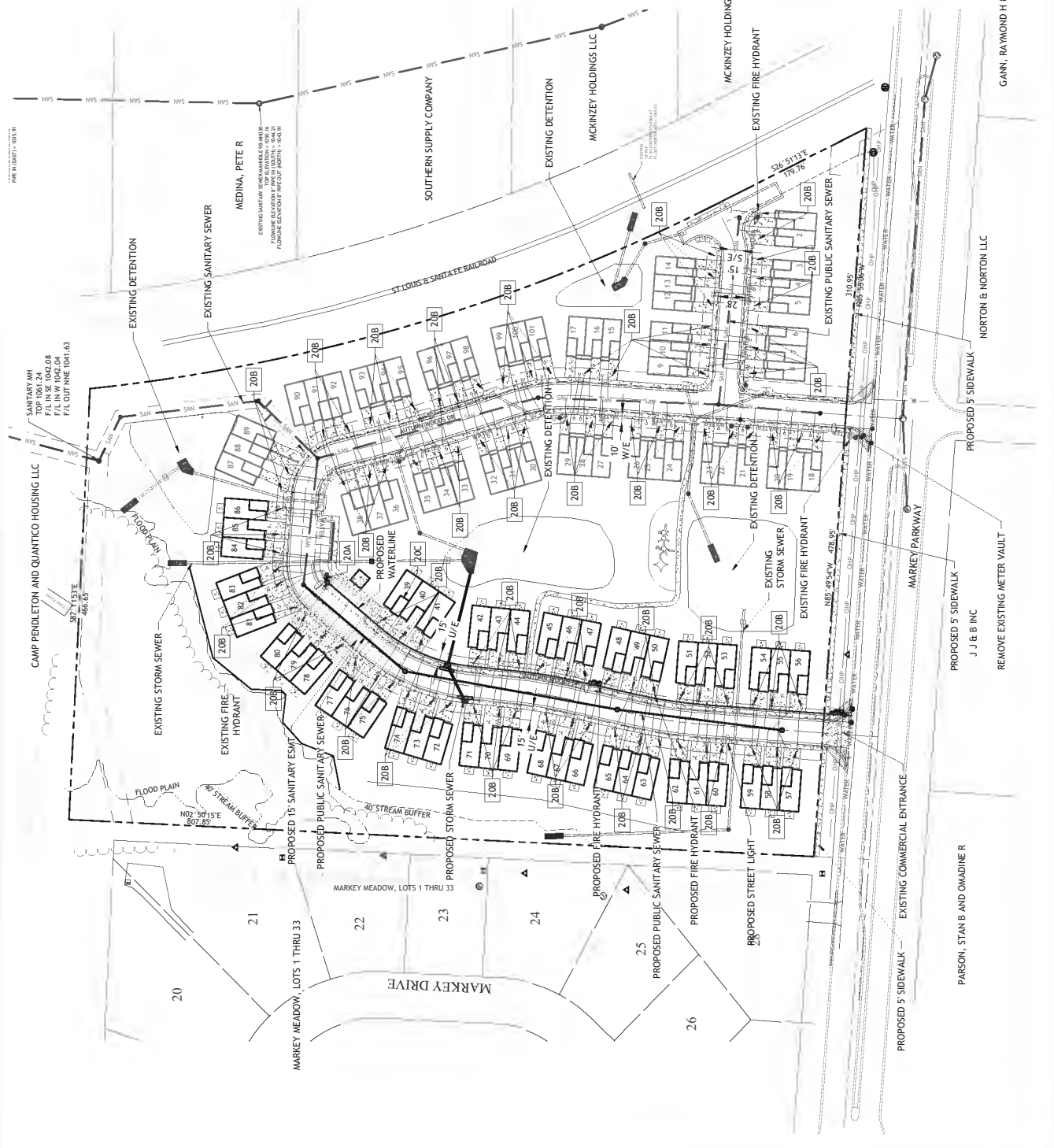






**UTILITY NOTES:**  
 1. ALL UTILITY AND STORM SEWER TRENCHES CONSTRUCTED UNDER AREAS THAT RECEIVE PAVING SHALL BE BACKFILLED TO 18 INCHES ABOVE THE TOP OF THE PIPE WITH SELECT GRANULAR MATERIAL PLACED ON EIGHT INCH LIFTS, AND COMPACTED TO 95% ADOPTED PROCTOR DENSITY.  
 2. CONTRACTOR SHALL NOT OPEN, TURN OFF, INTERFERE WITH, OR DETACH ANY PIPE AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCE OF ANY SCHEDULED OR UNSCHEDULED DISRUPTION OF SERVICE TO THE PUBLIC ARE TO BE THE LIABILITY OF THE CONTRACTOR. SCHEDULING AND WATER FEE TO BE THE LIABILITY OF THE CONTRACTOR.  
 3. ALL WATER AND SANITARY SEWERS SYSTEMS THAT ARE TO BE PUBLIC LINES SHALL BE THE PROPERTY OF THE CITY OF BELTON AND SHALL BE INSPECTED BY THE CITY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASSURE THAT THIS INSPECTION OCCURS.  
 4. LOCATIONS SHOWN FOR PROPOSED WATER LINES ARE APPROXIMATE. VARIATIONS MAY BE MADE, WITH APPROVAL OF THE ENGINEER, TO AVOID CONFLICTS.  
 5. CONTRACTOR TO INSTALL TRACING TAPE ALONG ALL NON-METALLIC WATER MAINS AND SERVICE LINES PER SPECIFICATIONS.  
 6. CONTRACTOR SHALL EXPOSE EXISTING UTILITIES AT LOCATIONS OF POSSIBLE CONFLICT AND POINTS OF CONNECTION PRIOR TO ANY CONSTRUCTION OF NEW UTILITIES.  
 7. WATER LINES SHALL HAVE A MINIMUM COVER OF 42 INCHES. ALL VALVES ON MAINS SHALL BE 18 INCHES IN DIAMETER. ALL VALVES SHALL BE MAINTAINED IN A VALVE BOX ASSEMBLY TO BE INSTALLED AS DETERMINED BY THE TYPE AND SIZE OF VALVE. VALVE BOX CAPS SHALL HAVE THE WORD "WATER".  
 8. A MINIMUM HORIZONTAL DISTANCE OF 10 FEET SHALL BE MAINTAINED BETWEEN PARALLEL WATER AND SANITARY SEWER LINES. WHEN IT IS NECESSARY FOR ANY WATER AND SANITARY SEWER LINE, THE SEWER LINE SHALL BE CONSTRUCTED PER ADRR REQUIREMENTS.  
 9. INSTALL 3/4" TYPE "K" COPPER FROM THE MAIN TO THE WATERFAN FROM THE METER TO 10' INSIDE LOT INSTALL EITHER TYPE "K" OR POLYETHYLENE PLASTIC TUBING (PE 3608) TO STOP AND WASTE VALVE INSIDE BUILDING.

**NOTES**  
 20A POINT OF CONNECTION - WATER SERVICE  
 20B 3/4" METERS  
 ALL WATER SERVICES LINES TO BE 3/4"





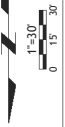


**NOTE**  
**EXISTING AND PROPOSED SLOPES NOT TO EXCEED 3:1**

CONTRACTOR RESPONSIBLE FOR PROVIDING MODULAR BLOCK RETAINING WALL CONSTRUCTION DRAWINGS SEALED BY A MISSOURI STATE PROFESSIONAL ENGINEER

FLOOD PLAN  
 THIS SUBJECT TRACT LIES WITHIN THE 100 YEAR FLOOD PLAIN ZONE AS ACCORDING TO MAP NUMBER 29037C0010F DATED JANUARY 7, 2013

NOTE:  
 THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF VEGETATION WITHIN THE STREAM BUFFER. CONSTRUCTION FENCING SHALL BE PLACED TO DELINEATE BUFFER AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION OF THE PROJECT.





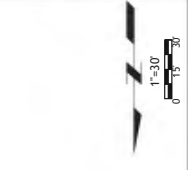


AREA	TOTAL A.C.	TOTAL IMPERVIOUS AREA (SF)	PERVIOUS AREA (SF)
NON CAPTURED 1	3.338c (145,0546f)	15,086	129,988
NON CAPTURED 2	1.96c (85,3775f)	57,510	37,887
POND AREA 1	2.978c (128,3735f)	84,876	44,487
POND AREA 2	1.338c (57,9346f)	25,072	32,862
POND AREA 3	1.088c (47,0446f)	24975	22,119

MAXIMUM WATER SURFACE ELEVATION (MWSE)	
POND AREA 1	1065.80
POND AREA 2	1070.35
POND AREA 3	1073.03
POND AREA 4	1072.77

MAINTENANCE ACCESS ROUTES



**NOTE:**  
 CONTRACTOR RESPONSIBLE FOR PROVIDING MODULAR  
 BLOCK RETAINING WALL CONSTRUCTION DRAWINGS  
 SEALED BY A MISSOURI STATE PROFESSIONAL ENGINEER

**NOTE:**  
 THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF  
 VEGETATION WITHIN THE STREAM BUFFER. CONSTRUCTION FENCING SHALL BE PLACED  
 TO DELINEATE BUFFER AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION OF  
 THE PROJECT.

Pond #	Q (cfs) (df)	Meaning ± ft	W. S.E.	Flow At W. S.E.	Top of Dam W. S.E.
Pond 1	15.32	0.03	1079.00	27.00	1080.00
Pond 2	51.38*	0.03	1073.50	51.50	1074.50
Pond 3	25.38**	0.03	1071.90	30.78	1073.00***
Channel 1	25.38	0.03	1068.95	26.70	1070.00

\*\*\* Adjacent finished floor elevation

\*\* Pond 2 flow less 25 cfs flow into drop inlet  
 \*\*\* Adjacent finished floor elevation





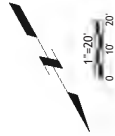
Revisions  
 1-9-23 CITY COMMENTS  
 2-28-23 CITY COMMENTS  
 7-28-23 CITY COMMENTS

# AUTUMN WOODS

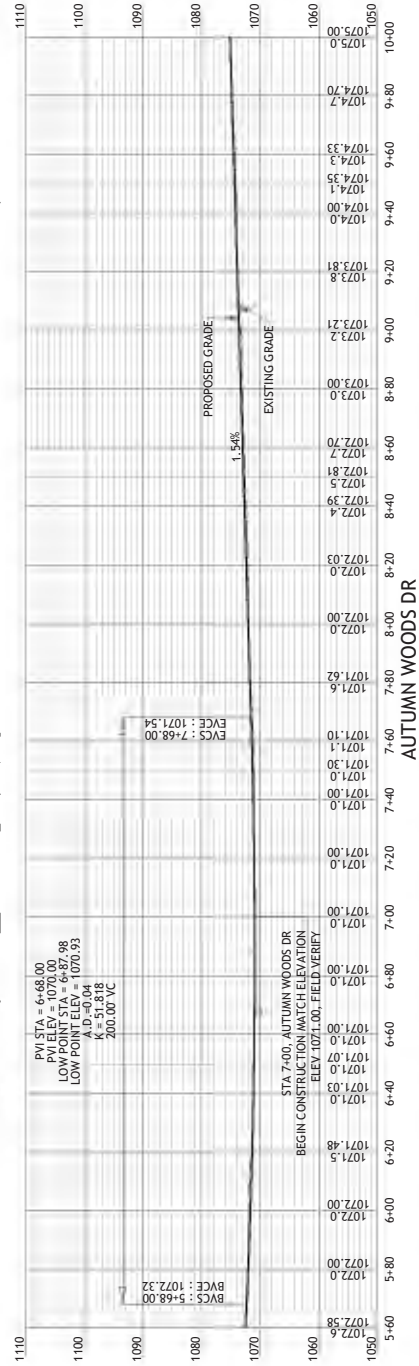
NOTE  
 PRIVATE STREETS SHALL CONFORM TO CITY  
 OF BELTON SPECIFICATION AND STANDARD  
 DETAILS.

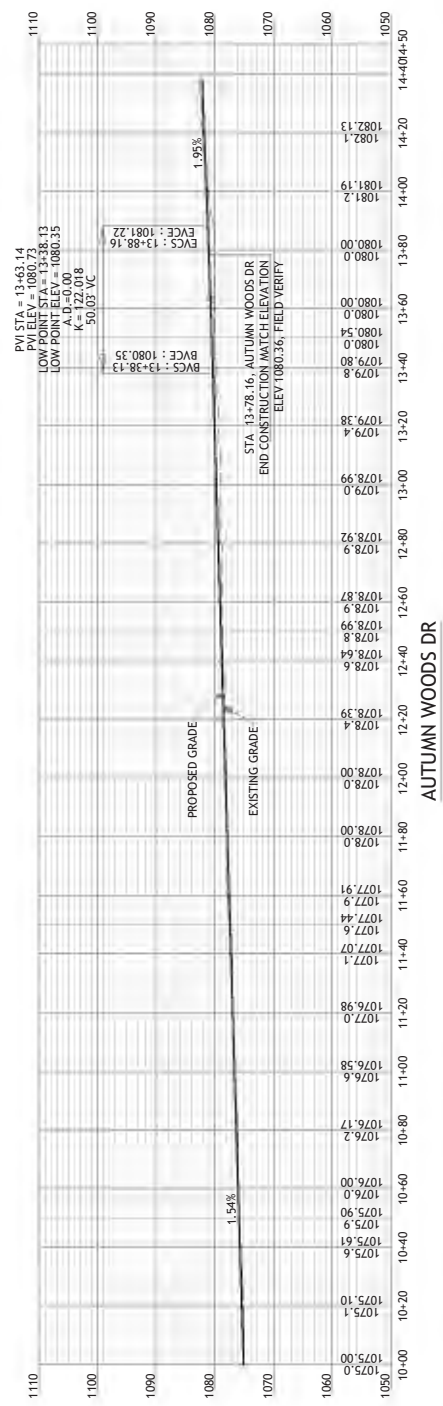
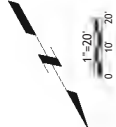
CURVE NO. 1  
 PVI STA = 750.17  
 A = 34.45° 43'  
 R = 98.00'  
 T = 174.23'  
 L = 25.20'

CURVE NO. 2  
 PVI STA = 69.91  
 A = 53.79° 51'  
 R = 50.00'  
 T = 61.98'  
 L = 120.13'



STA 7+00.00, AUTUMN WOODS DR  
 BEGIN CONSTRUCTION  
 MATCH ELEVATION: 1071.00; FIELD VERIFY







Revisions:  
 1-9-23 CITY COMMENTS  
 2-28-23 CITY COMMENTS  
 2-28-23 CITY COMMENTS  
 7-21-23 MORE COMMENTS

# AUTUMN WOODS

PHASE 2  
 BELTON, MO

**LANDSCAPE NOTES**

CONTRACTOR REQUIRED TO LOCATE ALL UTILITIES BEFORE INSTALLATION TO BEGIN

Contractor shall verify all landscape material quantities and shall report any discrepancies to the Landscape Architect prior to installation.

No plant material substitutions are allowed without Landscape Architect or Owners approval.

Contractor shall guarantee all landscape work and plant material for a period of one year from date of acceptance of the work by the Owner. Any plant material which dies during the one year guarantee period shall be replaced by the contractor during normal planting seasons.

Contractor shall be responsible for maintenance of the plants until completion of the job and acceptance by the Owner.

All plant material shall be specimen quality stock as determined in the "American Standards For Nursery Stock" published by the American Association of Nurserymen, free of plant diseases and pests, of typical growth of the species and having a healthy, normal root system.

Size indicated on the plant list are the minimum, acceptable size. In no case will sizes less than specified be accepted.

All shrub beds within lawn areas to receive a manicured edge.

All shrub beds shall be mulched with 3" thick Washed stone or Brick Chips

All sod areas to be fertilized & sodded with a Turf-Type-Tall Fescue seed blend.

All seed areas shall be hydro-seeded with a Turf-Type-Tall Fescue seed blend.

**NOTE:**  
 ALL PROPOSED LANDSCAPING SHALL BE INSTALLED PRIOR TO THE ISSUANCE OF THE FINAL CERTIFICATE OF OCCUPANCY.  
 IRRIGATION DESIGN TO BE SUBMITTED TO CITY SEPARATELY FOR APPROVAL

**LANDSCAPE DATA:**

LANDSCAPING REQUIRED	1 SHADE TREE / 30' = 51 BOTH SIDES = 102
PROVIDED TREES	53
ORNAMENTAL	7
TOTAL	60
MARKET PARKWAY = 790 REQUIRED	
20' BUFFER OPTION B	13
1 SHADE TREE / 60' = 34	
4 SHRUBS / 100' = 32	
PROVIDED	
SHADE TREES	13
ORNAMENTAL	24
SHRUBS	75
INTERIOR PLANTING REQUIRED	
0.75 TREE / UNIT = 75	
REMAIN NW CORNER OF SITE	75, 275% OF EXISTING TREES TO REMAIN
LANDSCAPING AROUND DETENTION = 1,826	
SHADE TREES 50' SPACING MAX	
ORNAMENTAL 30' SPACING MAX	
EVERGREEN 30' SPACING MAX	
OPEN SPACE DATA	
PHASE 2	69, 60% OF 14,000 sq ft
CURRENT LAYOUT	8-3 MULTI-TERRACE QUAD PLEX
TOTAL BUILDINGS	75, 34661
DRIVEWAYS	30, 23661
PAVEMENT	150, 0284
TOTAL	150, 0284
OPEN SPACE	329, 4734 = 69%



**Tree List**

Symbol	Quantity	Common Name	Botanical Name	Size	Condition	Spacing
MS	40	Superfem Norway Maple	Acer Platanoides 'Superfem'	2.5' cal	BB	As Shown
MS	42	Skyline Honeylocust	Gleditsia Tricancobos 'Skyline'	2.5' cal	BB	As Shown
MS	54	October Glory Maple	Acer Rubrum 'October Glory'	2' cal	BB	As Shown
MS	17	Golden Raintree	Koeleruteria Paniculata	1 1/2' cal	BB	As Shown
MS	19	Amur Maple	Acer Ginnala 'Flame'	1 1/2' cal	BB	As Shown
MS	21	Prairiefire Crabapple	Malus Sp. 'Prairiefire'	1 1/2' cal	BB	As Shown
MS	22	Eastern Red Cedar	Juniperus virginiana	6' hgt	BB	As Shown

**Shrub List**

Symbol	Quantity	Common Name	Botanical Name	Size	Condition	Spacing
MS	15	Dwarf Winged Euonymus	Euonymus Alatus 'Compactus'	18"-24" sp.	Cont.	3 1/2'o.c.
MS	15	Seagreen Juniper	Juniperus Chinensis 'Seagreen'	18"-24" sp.	Cont.	4'o.c.
MS	15	Morning Light Maiden Grass	Mikicanthos Sinenensis 'Morning Light'	3 gal.	Cont.	3'o.c.
MS	340	Feather Reed Grass	'Karl Foerster'	3 gal.	Cont.	2'o.c.

Symbol	Amount	Type
MS	36,059sf	Red Top Bluegrass seed mix 8-12lbs per acre
MS	48,620sf	Turf-Type-Tall Fescue seed blend 8-12lbs per acre



**UTILITIES INVOLVED**

- Utilities**  
 Electric Service  
 Nathan Michael  
 913-347-4310  
 nathan.michael@evergy.com  
 Gas Service  
 Spire  
 Katie Darnell  
 816-969-2247  
 katie.darnell@spireenergy.com  
 Water/ Sanitary Sewer  
 Public Works Department  
 506 Main Street  
 Belton, MO 64702  
 816-333-4310  
 816-331-4331  
 Communication  
 AT&T  
 Dan Wolfe  
 816-225-9408



**STANDARD LEGEND**

- LOT LINE
- PROPERTY LINE
- PLATTED DISTANCE
- MEASURED DISTANCE
- ELECTRIC METER
- CLEAN OUT SEWER
- ELECTRIC BOX
- TELEPHONE PEDISTAL
- AIR CONDITIONER UNIT
- GAS METER
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- GUY WIRE
- POWER POLE
- SEWER MANHOLE
- FENCE
- WATER LINE
- GAS LINE
- SEWER LINE
- UNDERGROUND TELEPHONE LINE
- GAS LINE
- OVERHEAD ELECTRIC LINE
- TREE AND SIZE
- CONCRETE
- ASPHALT
- REINFORCED CONCRETE PIPE
- VITRIFIED CLAY PIPE
- FINISHED FLOOR

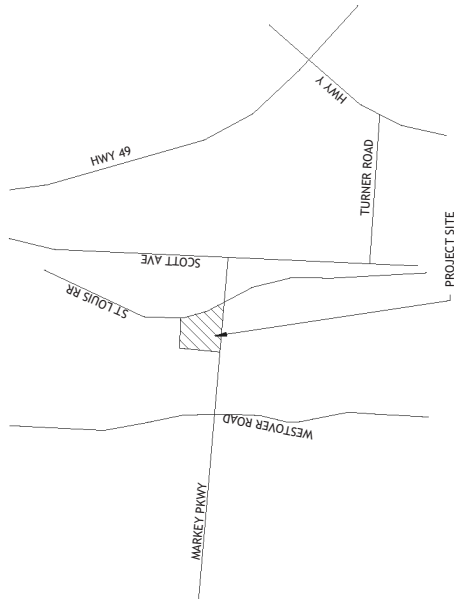
**UTILITY STATEMENT:**  
 THE UNDERGROUND UTILITIES SHOWN HEREON ARE FROM FIELD SURVEY INFORMATION OF ONE-CALL LOCATED UTILITIES. FIELD SURVEY INFORMATION OF ABOVE GROUND OBSERVABLE EVIDENCE, AND/OR THE SCALING AND PLOTTING OF EXISTING UTILITY MAPS AND DRAWINGS AVAILABLE TO THE SURVEYOR AT THE TIME OF SURVEY. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHERMORE, THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE PLACED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOTED ON THIS SURVEY THE UNDERGROUND UTILITIES BY EXCAVATION UNLESS OTHERWISE SAFETY NOTICE TO CONTRACTOR  
 IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICE, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.  
**WARRANTY/ DISCLAIMER**  
 THE DESIGNS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING FOR THE DESIGN FUNCTIONS AND USES INTENDED BY THE OWNER AT THIS TIME. HOWEVER, NEITHER SM ENGINEERING NOR ITS PERSONNEL CAN OR DO WE GUARANTEE, REPRESENT OR WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED BY SM ENGINEERING PERSONNEL TO INSPECT AND CONTROL THE PHYSICAL CONSTRUCTION ON A CONTINGENT BASIS AT THE SITE.

**CAUTION - NOTICE TO CONTRACTOR**  
 THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH PROPOSED IMPROVEMENTS SHOWN ON THE PLANS. THE CONTRACTOR SHALL EXPOSE EXISTING UTILITIES AT LOCATIONS OF POSSIBLE CONFLICTS PRIOR TO ANY CONSTRUCTION.

# FINAL DEVELOPMENT PLAN

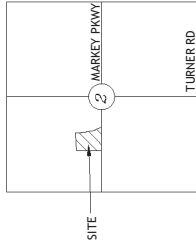
# AUTUMN WOODS

SECTION 02, TOWNSHIP 46 NORTH, RANGE 33 WEST  
 BELTON CASS COUNTY, MISSOURI  
 PARCEL NO: 050102300000003000  
 DISTURBED AREA 4.42ac



LOCATION MAP

**LAND DESCRIPTION:**  
 LOT 1, BLOCK 5, AUTUMN WOODS, A SUBDIVISION IN BELTON, CASS COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, FILED IN PLAT BOOK 3781 AT PAGE 515.



SECTION MAP  
 SEC. 02 TW. 46 RNG. 33

**INDEX OF SHEETS**

1. COVER SHEET
2. EXISTING CONDITIONS
3. LAYOUT PLAN
4. FINISH GRADES
5. GRADING PLAN
- 5.1 IMPROVEMENT PLAN
- 5.2 OVERFLOW PLAN
6. AUTUMN WOODS DR PLAN AND PROFILE
7. AUTUMN WOODS DR PLAN AND PROFILE
8. LANDSCAPE PLAN

**NOTE:**  
 STREETS  
 WATERLINES  
 SANITARY SEWER  
 TRASH  
 PRIVATE  
 PUBLIC  
 PER INDIVIDUAL UNIT

**FLOOD PLAIN**  
 THIS SUBJECT TRACT LIES WITH THE 100 YEAR FLOOD PLAIN ZONE A ACCORDING TO MAP NUMBER 29037C0010F DATED JANUARY 2, 2013

**SURVEYOR**  
 HUFFMAN LAND SURVEYORS  
 P. O. BOX 661  
 RAYMORE, MISSOURI 64083  
 (816) 334-4466  
 HUFFSURVEYOR@GMAIL.COM

**OWNER:**  
 AUTUMN WOODS DEVELOPMENT, LP  
 ATTN: RICK TRUMBULL  
 14713 JUNIPER ST  
 LEAWOOD, KS 66224  
 CELL: (816) 918-3040

**ENGINEER**  
 SM ENGINEERING  
 5507 HIGH MEADOW CIRCLE  
 BELTON, MISSOURI 64703  
 SMCIVLEAK@GMAIL.COM  
 785-341-9747

AUTUMN WOODS  
 PHASE 2  
 BELTON, MO



Revisors  
 1-9-23 CITY COMMENTS  
 2-28-23 CITY COMMENTS  
 2-28-23 CITY COMMENTS  
 7-21-23 MORE COMMENTS



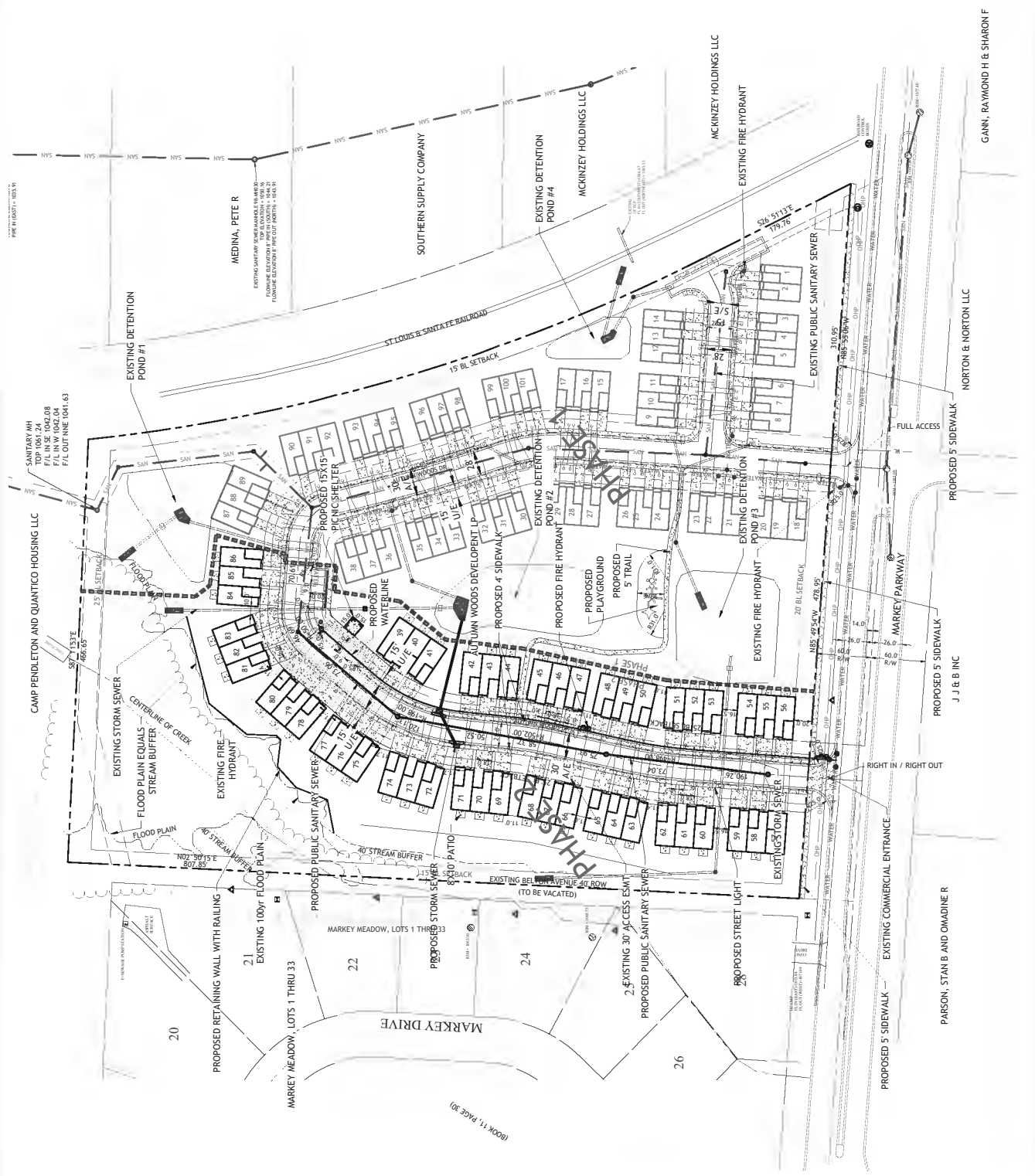
GANN, RAYMOND H & SHARON F

NORTON & NORTON LLC

J J & B INC

PARSON, STAN B AND OMADINE R

K-17 PAGE 301

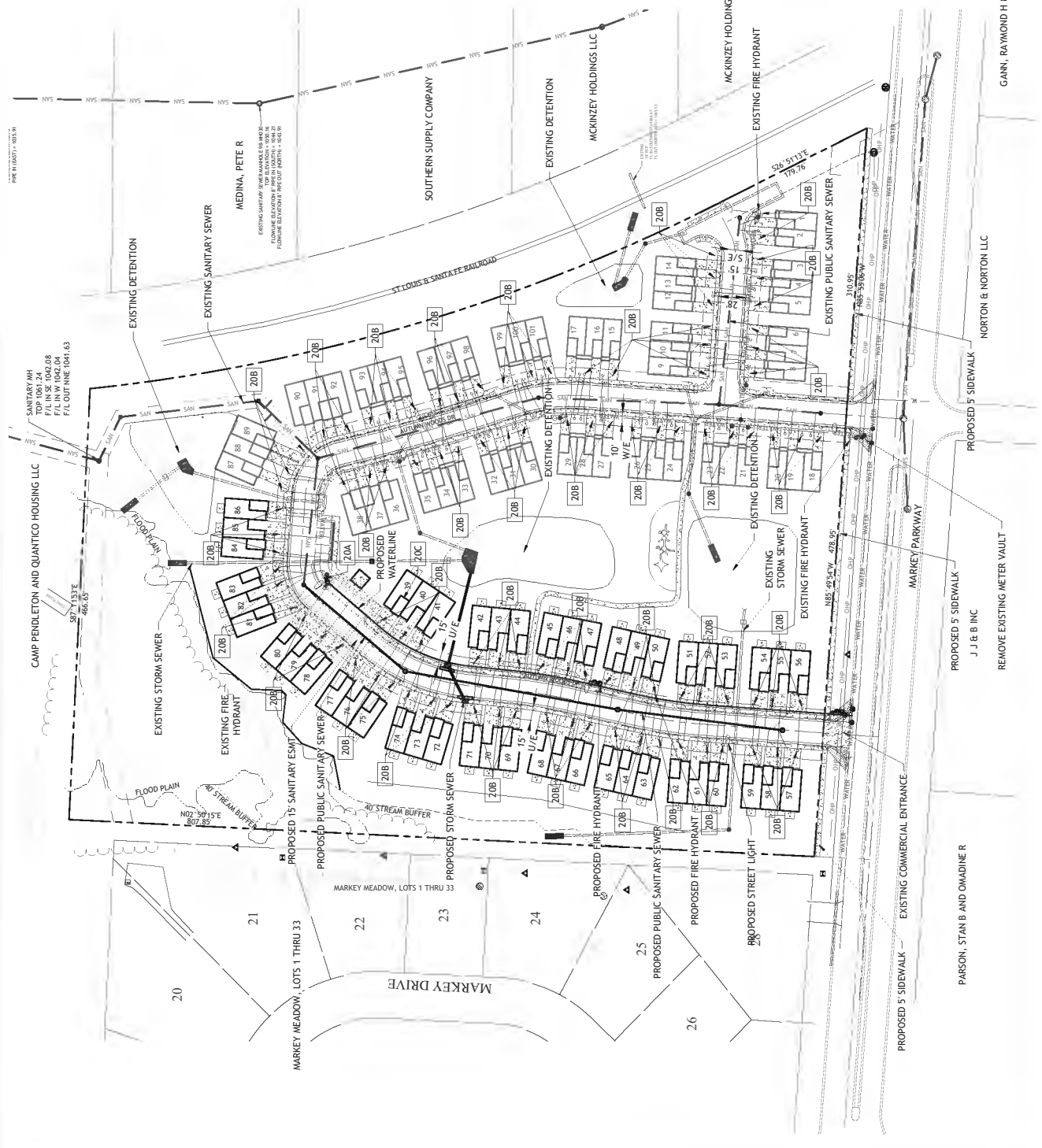






**UTILITY NOTES:**  
 1. ALL UTILITY AND STORM SEWER TRENCHES CONSTRUCTED UNDER AREAS THAT RECEIVE PAVING SHALL BE BACKFILLED TO 18 INCHES ABOVE THE TOP OF THE PIPE WITH SELECT GRANULAR MATERIAL PLACED ON EIGHT INCH LIFTS, AND COMPACTED TO 95% ADOPTED PROCT DENSITY.  
 2. CONTRACTOR SHALL NOT OPEN, TURN OFF, INTERFERE WITH, OR DETACH ANY PIPE AUTHORIZED TO BE OPEN BY THE CITY. ANY ADVERSE CONSEQUENCE OF ANY SCHEDULED OR UNSCHEDULED DISRUPTION OF SERVICE TO THE PUBLIC SHALL BE THE LIABILITY OF THE CONTRACTOR. SCHEDULING AND WATER FEE TO BE DETERMINED BY THE CITY.  
 3. ALL WATER AND SANITARY SEWER SYSTEMS THAT ARE TO BE PUBLIC LINES SHALL BE THE PROPERTY OF THE CITY OF BELTON AND SHALL BE INSPECTED BY THE CITY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASSURE THAT THIS INSPECTION OCCURS.  
 4. LOCATIONS SHOWN FOR PROPOSED WATER LINES ARE APPROXIMATE. VARIATIONS MAY BE MADE, WITH APPROVAL OF THE ENGINEER, TO AVOID CONFLICTS.  
 5. CONTRACTOR TO INSTALL TRACING TAPE ALONG ALL NON-METALLIC WATER MAINS AND SERVICE LINES PER SPECIFICATIONS.  
 6. CONTRACTOR SHALL EXPOSE EXISTING UTILITIES AT LOCATIONS OF POSSIBLE CONFLICT AND POINTS OF CONNECTION PRIOR TO ANY CONSTRUCTION OF NEW UTILITIES.  
 7. WATER LINES SHALL HAVE A MINIMUM COVER OF 42 INCHES. ALL VALVES ON MAINS SHALL BE 18 INCHES IN DIAMETER. ALL VALVES SHALL BE MAINTAINED IN A VALVE BOX ASSEMBLY TO BE INSTALLED AS DETERMINED BY THE TYPE AND SIZE OF VALVE. VALVE BOX CAPS SHALL HAVE THE WORD "WATER".  
 8. A MINIMUM HORIZONTAL DISTANCE OF 10 FEET SHALL BE MAINTAINED BETWEEN PARALLEL WATER AND SANITARY SEWER LINES. WHEN IT IS NECESSARY FOR ANY WATER AND SANITARY SEWER LINES TO CROSS, THE WATER LINE SHALL BE CONSTRUCTED PER ADRR REQUIREMENTS.  
 9. INSTALL 3/4" TYPE "K" COPPER FROM THE MAIN TO THE WATERBORN FROM THE METER TO 10' INSIDE LOT INSTALL EITHER TYPE "K" OR POLYETHYLENE PLASTIC TUBING (PE 3608) TO STOP AND WASTE VALVE INSIDE BUILDING.

**NOTES**  
 20A POINT OF CONNECTION - WATER SERVICE  
 20B 3/4" METERS  
 ALL WATER SERVICES LINES TO BE 3/4"



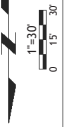


**NOTE**  
**EXISTING AND PROPOSED SLOPES NOT TO EXCEED 3:1**

CONTRACTOR RESPONSIBLE FOR PROVIDING MODULAR BLOCK RETAINING WALL CONSTRUCTION DRAWINGS SEALED BY A MISSOURI STATE PROFESSIONAL ENGINEER

**FLOOD PLAN**  
 THIS SUBJECT TRACT LIES WITH THE 100 YEAR FLOOD PLAIN ZONE A ACCORDING TO MAP NUMBER 29037C0010F DATED JANUARY 7, 2013

NOTE: THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF VEGETATION WITHIN THE STREAM BUFFER. CONSTRUCTION FENCING SHALL BE PLACED TO DELINEATE BUFFER AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION OF THE PROJECT.







AREA	TOTAL A.C.	TOTAL IMPERVIOUS AREA (SF)	PERVIOUS AREA (SF)
NON CAPTURED 1	3.33ac (145,054sf)	15,066	129,988
NON CAPTURED 2	1.96ac (85,375sf)	57,510	37,867
POND AREA 1	2.97ac (129,373sf)	84,876	44,487
POND AREA 2	1.33ac (57,934sf)	25,072	32,862
POND AREA 3	1.08ac (47,044sf)	24,925	22,119

MAXIMUM WATER SURFACE ELEVATION (MWSE)	
POND AREA 1	1065.80
POND AREA 2	1070.35
POND AREA 3	1073.03
POND AREA 4	1072.77

MAINTENANCE ACCESS ROUTES





NOTE:  
 CONTRACTOR RESPONSIBLE FOR PROVIDING MODULAR  
 BLOCK RETAINING WALL CONSTRUCTION DRAWINGS  
 SEALED BY A MISSOURI STATE PROFESSIONAL ENGINEER

NOTE  
 THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF  
 VEGETATION WITHIN THE STREAM BUFFER. CONSTRUCTION FENCING SHALL BE PLACED  
 TO DELINEATE BUFFER AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION OF  
 THE PROJECT.

Pond overflow and Emergency Overflow Channel

Pond #	Q <sub>100</sub> (cfs)	Meaning ± ft	W. S.E.	Flow At W. S.E.	Top of Dam
Pond 1	23.58	0.03	1079.00	27.00	1080.00
Pond 2	51.38	0.03	1073.50	51.50	1074.50
Pond 3	15.32	0.03	1071.90	30.78	1073.00***
Channel	25.38	0.03	1068.95	26.70	1070.00

\*\*\* Adjacent finished floor elevation

\*\* Pond 2 flow less 25 cfs flow into drop inlet  
 \*\*\* Adjacent finished floor elevation







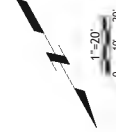
Revisions  
 1-9-23 CITY COMMENTS  
 2-28-23 CITY COMMENTS  
 7-28-23 CITY COMMENTS

**AUTUMN WOODS**  
 PHASE 2  
 BELTON, MO

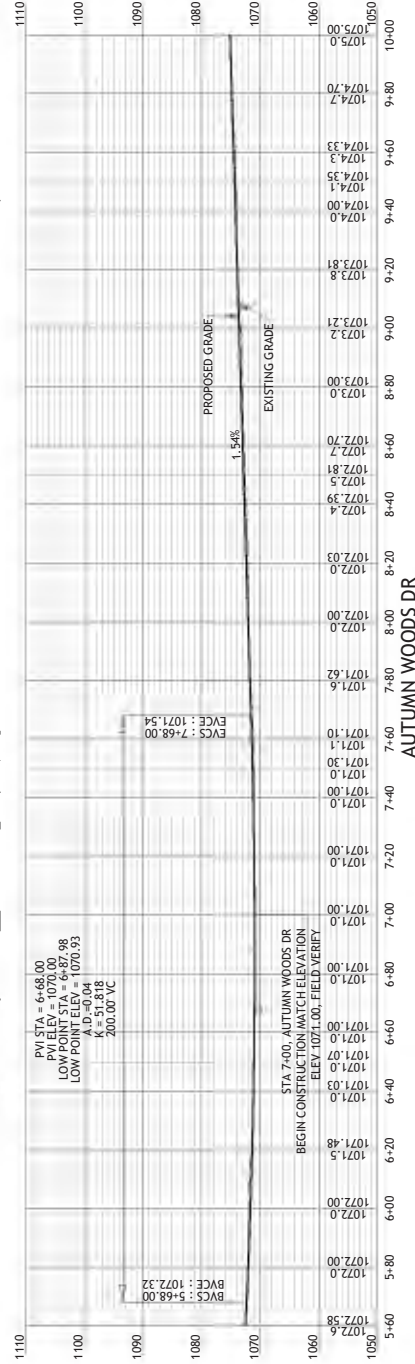
NOTE: PRIVATE STREETS SHALL CONFORM TO CITY OF BELTON SPECIFICATION AND STANDARD DETAILS.

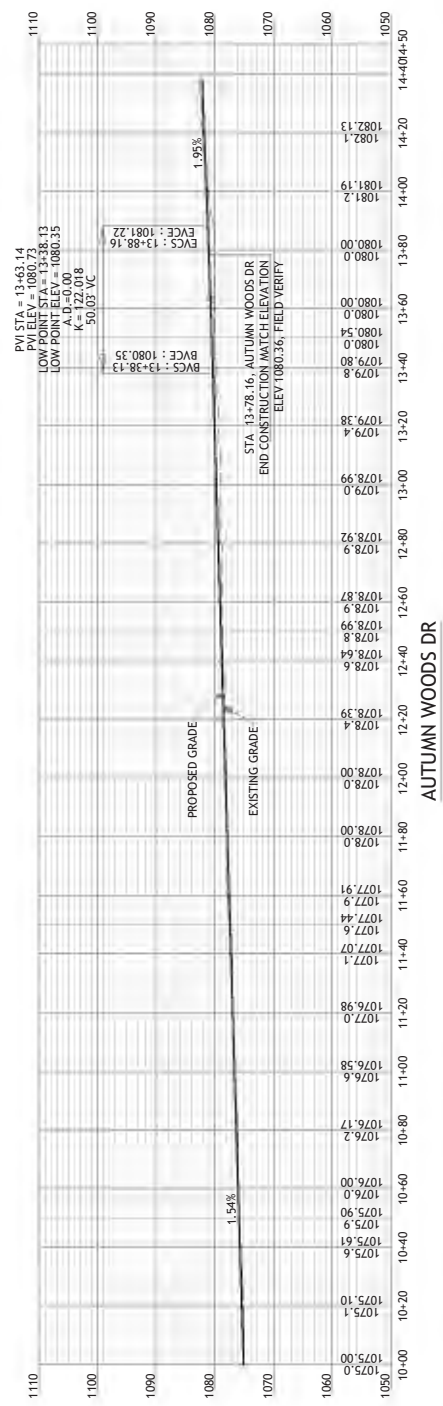
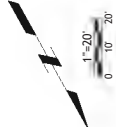
CURVE NO. 1  
 PVI STA = 750.17  
 A1 = 34.45° 43'  
 R = 98.00'  
 T = 174.23'  
 L = 25.20'

CURVE NO. 2  
 PVI STA = 69.91  
 A1 = 53.79° 51'  
 R = 50.00'  
 T = 61.98'  
 L = 120.13'



STA 7+00.00, AUTUMN WOODS DR  
 BEGIN CONSTRUCTION  
 MATCH ELEVATION: 1071.00; FIELD VERIFY









**AUTUMN WOODS  
GENERAL PARTNERSHIP  
MARKEY ROAD  
BELTON, MO**

ELEVATIONS  
SCALE: 1/4" = 1'-0"

PAGE 1  
PLAN: O

BUILDING CONTRACTOR/HOME OWNER  
TO REVIEW AND VERIFY ALL DIMENSIONS,  
SIZES, AND CONNECTIONS BEFORE  
CONSTRUCTION BEGINS.  
ELECTRICAL SYSTEM CODE: SEC. 2701  
MECHANICAL SYSTEM CODE: SEC. 2801  
PLUMBING SYSTEM CODE: SEC. 2901

To the best of my knowledge these plans are drawn to  
comply with owners' and/or builder's specifications and any  
changes made or their later prints are made will be done at  
the owners' and/or builder's expense and responsibility.  
The contractor shall verify all dimensions and indicated  
drawings. The nature of these plans is not liable for errors  
once construction has begun. While every effort has been  
made in the preparation of these plans to avoid mistakes, the  
contractor of the job must check all dimensions and other  
details prior to construction and be solely responsible  
therefor.



11-11-21



10' HEIGHTS  
8' FINISH  
BUILDING CO. FT.  
EAST-LINE  
SECOND-FLOORING AREA: 2000 SQ. FT.  
GEORGE

ALL ROOF FINISHES SHALL BE  
AS SHOWN FROM FRONT TO BACK



**AUTUMN WOODS  
GENERAL PARTNERSHIP  
MARKEY ROAD  
BELTON, MO**

ELEVATIONS  
SCALE: 1/4" = 1'-0"

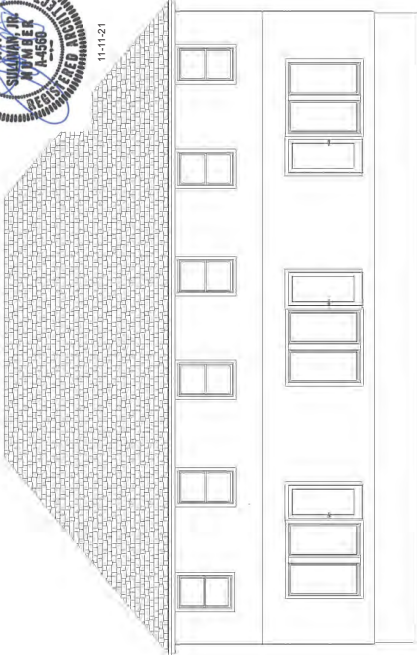
PAGE 2  
PLAN: O

BUILDING CONTRACTOR/HOME OWNER  
TO REVIEW AND VERIFY ALL DIMENSIONS,  
SIZES, AND CONNECTIONS BEFORE  
CONSTRUCTION BEGINS.  
ELECTRICAL SYSTEM CODE: SEC. 2701  
MECHANICAL SYSTEM CODE: SEC. 2801  
PLUMBING SYSTEM CODE: SEC. 2901

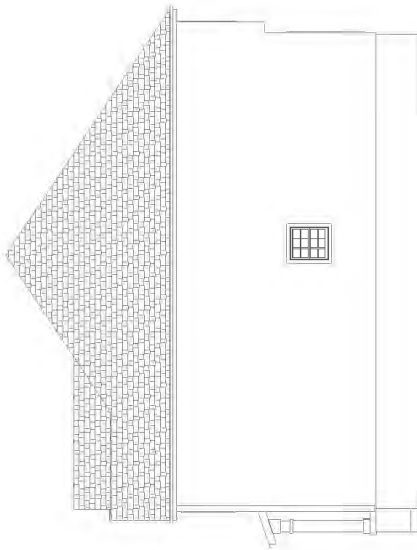
To the best of my knowledge these plans are drawn to  
comply with owner's and/or builder's specifications and any  
changes made on them after plans are made will be done at  
the owner's and/or builder's expense and responsibility.  
The contractor shall verify all dimensions and enclosed  
drawing. The maker of these plans is not liable for errors  
made in the preparation of this plan to avoid mistakes, the  
contractor of the job must check all dimensions and other  
details prior to construction and be solely responsible  
therefor.



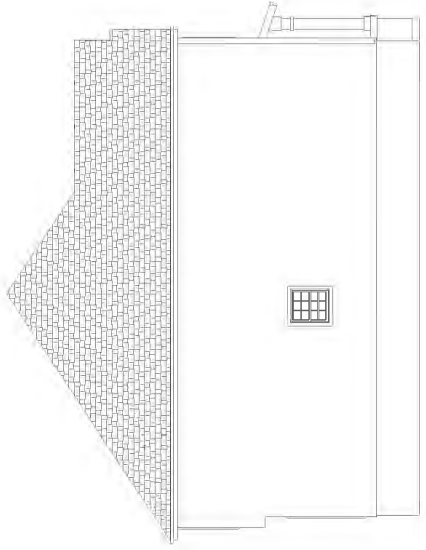
11-11-21



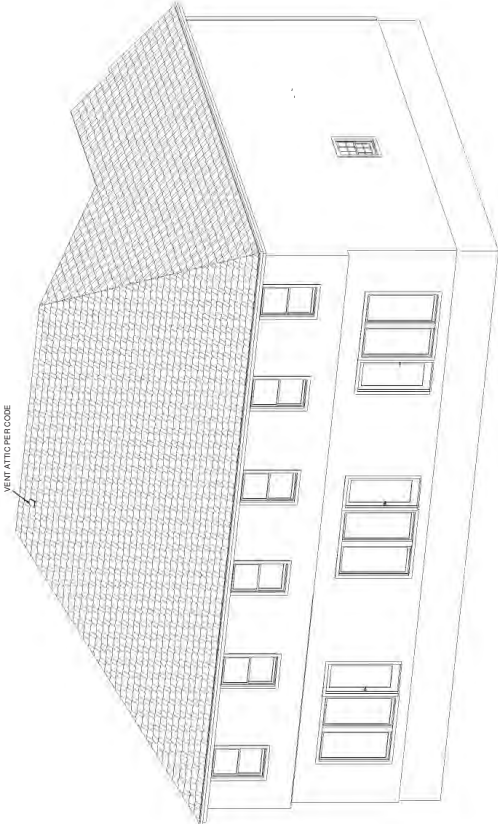
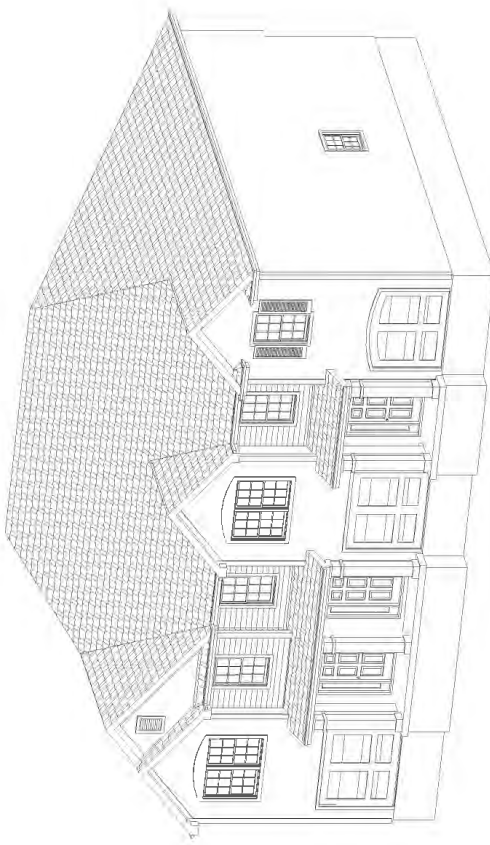
BACK



RIGHT SIDE



LEFT SIDE



ALL BEDROOM WINDOWS TO MEET EGRESS REQUIREMENTS



## **Bill No. 2023-21 COUNCIL ACTION REPORT**

**Title:** Autumn Woods – Amended Development & Maintenance Agreement

**Agenda Date:** August 22, 2023

**Presented by:** Matt Wright, Planning & Building Director

---

### **Background**

- Preliminary and Final Development Plans for Autumn Woods were originally approved in 2015.
- Amended Preliminary and Final Development Plans were submitted to the Planning Commission on March 7, 2023 for review and consideration. The Planning Commission recommend approval (4-1) of the Amended Preliminary Development Plan and approved (4-1) the Amended Final Development Plan.
- On April 11, 2023, the Amended Preliminary Development Plan bill failed at the City Council due to concerns with limited off-street parking and the lack of enforcement of on-street parking that could limit emergency access throughout the development. The City Council subsequently tabled a decision on an Amended Development and Maintenance Agreement.
- Based on revisions made to the Amended Preliminary and Final Development Plans, no changes are needed to the Amended Development and Maintenance Agreement that was presented to the City Council on April 11, 2023.

### **Financial/Budget Considerations**

- As part of the amended development plans and Development Maintenance and Agreement, the developer has the option of going from a single master meter to each unit (101 units) having individual meters.

### **Legal Considerations**

- If the revised Amended Development and Maintenance Agreement is denied, the developer is still allowed to proceed with the previously approved plans and the original Agreement remains in effect.

### **Policy Considerations**

- There are no specific policy considerations with this development plan, however, concerns with past approvals should impact future code and policy changes for multi-family housing development site and building design standards.

### **Staff Recommendation**

- Staff recommends approval of the Amended Development & Maintenance Agreement.

**AN ORDINANCE APPROVING AN AMENDED DEVELOPMENT AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF BELTON AND AUTUMN WOODS DEVELOPMENT, LP FOR PUBLIC AND PRIVATE INFRASTRUCTURE AND SITE IMPROVEMENTS IN AUTUMN WOODS.**

**WHEREAS**, on March 7, 2023, the Planning Commission approved a Final Development Plan for Autumn Woods subject to approval of the Amended Preliminary Development Plan by the City Council for Autumn Woods, generally located at the northwest corner of W. Markey Road and Belton Avenue; and

**WHEREAS**, on April 11, 2023, the Amended Preliminary Development Plan bill failed at the City Council due to concerns with limited off-street parking and the lack of enforcement of on-street parking that could limit emergency access throughout the development; and

**WHEREAS**, on April 11, 2023, the City Council tabled the Amended Development and Maintenance Agreement to bring forward at a later date with a revised Amended Preliminary Development Plan; and

**WHEREAS**, on August 1, 2023, the Planning Commission recommended approval of a revised Amended Preliminary Development Plan and approved a Final Development Plan; and

**WHEREAS**, the applicant and developer of Autumn Woods, Autumn Woods Development LP, has signed a Development and Maintenance Agreement providing responsibilities and requirements for the installation of public and private infrastructure and site improvements, including items such as a stormwater, streets, utilities, and common amenities; and

**WHEREAS**, City staff has reviewed the Development and Maintenance Agreement and determined that it meets adequate provisions for all required public and private infrastructure and site improvements and on-going maintenance for Autumn Woods; and

**WHEREAS**, the City Council believes this Development and Maintenance Agreement meets the intent of the Unified Development Code and is in the best interest of the City to approve.

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

**Section 1.** The Development and Maintenance Agreement for Autumn Woods herein attached and incorporated into this Ordinance as **Exhibit A**, is hereby accepted and approved.

**Section 2.** The appropriate city officials are hereby authorized to execute same and confirm recordation with the Cass County Recorder of Deeds.

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

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

READ FOR THE FIRST TIME: August 22, 2023

READ FOR THE SECOND TIME AND PASSED:

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

Approved this \_\_\_\_ of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

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 introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023, and thereafter adopted as Ordinance No. 2023-\_\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023, after the second reading thereof by the following vote, to-wit:

AYES:                    COUNCILMEMBER:  
NOES:                    COUNCILMEMBER:  
ABSENT:                COUNCILMEMBER:

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

DEVELOPMENT AND MAINTENANCE AGREEMENT

This DEVELOPMENT AND MAINTENANCE AGREEMENT (this “Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between THE CITY OF BELTON, MISSOURI (the “City”) and \_\_\_\_\_ (“Developer”).

WHEREAS, Developer is the owner of certain real property located at \_\_\_\_\_ and as more particularly described on **Exhibit A**, attached hereto (the Property), and known as the Autumn Woods subdivision; and

WHEREAS, Developer intends to develop the Property in accordance with the Belton Municipal Code and Belton Unified Development Code (the “Development”); and

WHEREAS, the parties desire the responsibilities of each party with respect to the construction and maintenance of certain infrastructure and specifically:

1. On-site storm water management systems ("Storm Water Management Systems") and best management practices facilities to be constructed and maintained on the Property( "BMP Facilities".)
2. Developer-constructed and maintained private street (the “Private Street”).
3. The installation of a master water meter for the Development to regulate water usage("Water Meter".)
4. The construction of sanitary sewers for the Development ("Sanitary Sewers")

(collectively the "Infrastructure") be set out in this Agreement..

NOW THEREFORE, the City and Developer, in consideration of the terms, covenants and conditions herein set forth, hereby agree as follows:

Initial Construction. The Storm Water Management System, BMP Facilities, Private Streets, distribution systems for drinking water and the Sanitary Sewers shall be constructed by the Developer, its successors and assigns, in accordance with the plans and specifications (the "Plans") approved by the City and in accordance with the Belton Municipal Code, the Belton Unified Development Code, the City of Belton Standards and Specifications, and any and all other applicable regulations in effect at the time of construction. Collectively, the Belton Municipal Code, the Belton Unified Development Code, and the City of Belton Standards and Specifications may be referred to herein as the “City Code”. The drinking water master meter and any subsequent water meters installed per this agreement shall be installed on property dedicated as public access/ easement by the Developer. All water meter work shall be performed by either the Developer or City as assigned in the most up-to-date Unified Development Code. All

costs, permits, and fees associated with the installation and/or removal of the meters shall be the responsibility of the Developer.

1. On-Site Stormwater Management System and BMP Facilities.

- a. The Developer and its successors and assigns, including any homeowners and/or subdivision association, shall, at all times, adequately maintain the Storm Water Management System and the BMP facilities as approved for the development in the the Plans as required by the City Code, this Agreement or other applicable law. The facilities to be maintained shall include all pipes and channels built to convey storm water to the BMP Facilities, as well as all structures, improvements and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as maintained in good working condition so that the Storm Water Management System and the BMP Facilities: 1) fully and completely perform and function as designed; 2) do not adversely affect other elements of the overall storm water system; 3) comply with the approved plans and specifications, the City Code and any and all other applicable regulations. Storm water pipes marked on the approved plans and specifications as “private” are to be maintained by the Developer. Storm water pipes which are marked on the approved plans and specifications as “public” are not the responsibility of the Developer; however, the Developer shall take no action to cause damage or adversely affect the public systems and, furthermore, landowner shall continue to maintain the “private” facilities so as not to adversely affect the “public” facilities. In the absence of “public” or “private” markings, the pipe shall be considered private.
- b. Annual Inspections. The Developer, its successors and assigns, shall inspect the Storm Water Management System and the BMP Facility and submit an inspection report to the City’s Public Works Director annually. The purpose of the inspection is to ensure safe and proper functioning of the facilities. The inspection shall cover all components of the Storm Water Management System and the BMP Facility including but not limited to berms, outlet structure, retention/detention and pond areas, access roads, etc. Deficiencies shall be noted in the inspection report together with Developer's plan and timeline to remedy any such deficiencies.
- c. City Authorized to Enter Property. The Developer hereby grants its consent to the City to enter upon the Property, from time to time, and to inspect the Storm Water Management System and the BMP Facilities whenever the City deems necessary. The purpose of inspection is to follow up on reported deficiencies, to verify the annual reports submitted by Developer and/or to respond to citizen concerns or possible nuisance conditions. The City shall provide the Developer, its successors and assigns, copies of the inspection findings and a directive to commence with repairs if necessary.
- d. Maintenance Schedule. The Developer, its successors and assigns, will perform the work necessary to keep the Storm Water Management System and the BMP Facilities in good working order as appropriate. In the event a maintenance schedule for the Storm Water Management System and the BMP Facilities (including sediment and debris removal) is outlined on the approved plans and specifications, or as part of this Agreement, the schedule will be followed. In addition to the actions outlined on the maintenance schedule, the Developer and its successors and assigns shall take further

action in order to keep the Storm Water Management System and the BMP Facilities in good working order. Developer acknowledges that following an agreed upon maintenance schedule, alone, will not relieve the Developer of any responsibility to take further actions to ensure proper operation and maintenance of the Storm Water Management System and the BMP Facilities.

- e. The Storm Water Infrastructure marked on the approved plans and specifications as private shall remain private in perpetuity

## 2. Private Street.

- a. The Private Street will be constructed to public street standards and meet all other requirements as set forth in Section 36-108 of the UDC.
- b. The City shall install a standard “private street” sign at each private street connection to a public street at the Developer’s expense.
- c. Street lights and/or sidewalks shall be installed and maintained by Developer to a standard at least equal to that of public street lights and sidewalks. All maintenance costs shall be paid by the Developer in perpetuity.
- d. The Developer, and its successors and assigns, including any homeowners and/or subdivision association, shall, at all times, adequately maintain the Private Street as approved for the development in the approved plans and specifications. Maintenance shall include snow removal and repair of street pavement and curbs and gutters of the Private Street, as well as maintenance and repair of street lights and sidewalks.
- e. The Private Street must be entirely self-contained within the Property and the development of same pursuant to approved plans and specifications.
- f. The Private Street cannot function as a private street if it is designed or planned by the Developer to handle traffic from one subdivision, cluster or development through another subdivision, cluster or development, or if the City determines the alignment of the Private Street will encourage “short cutting” or “detouring” from one public street to another.
- g. The Private Street shall remain as a private street in perpetuity.
- h. The Private Street shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained.
- i. No machinery, trailers, vehicles or other property may be stored or parked upon the Private Street except the parking of vehicles for limited periods of time, not to exceed 48 continuous hours. Parking shall be limited to one side of the Private Street only, at all times, and the Developer shall post signs to this effect in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) version in effect. Enforcement of parking restrictions shall be the responsibility of the Developer.
- j. Snow and ice removal of the private street shall be performed by the Developer in an expeditious manner with each event to provide safe and efficient travel for residents. Snow and ice removal shall be performed in a manner that does not impede access to public infrastructure such as water line valves and fire hydrants.



3. Public Infrastructure.

- a. All drinking water and sanitary sewer infrastructure marked public on the Plans will be constructed by the Developer according to the current City of Belton Design and Construction Manual, and maintained by the City. All service lines to both the drinking water infrastructure and the Sanitary sewer infrastructure are private in perpetuity, and shall be maintained by Developer according to the Belton Municipal Code and other applicable city regulations.
- b. There shall be one, six-inch drinking water meter (the "Master Meter") that will serve the subdivision and be installed and maintained by the City. The costs for the Master Meter itself will be paid by Developer along with all other permit costs. The City will bill the Developer each month as a typical customer for water and sanitary sewer usage and will be administered according to the Belton Municipal Code and other applicable city regulations.
- c. If the Development is subsequently subdivided into separate buildings, lots, or units, each building, lot, or unit shall have at least one (1) individual meter installed prior to recording such subdivision, though no more than one (1) individual meter per dwelling unit shall be permitted. Should installation of new meters render any existing water meter unnecessary, the developer shall promptly coordinate removal of the redundant meter from service with the City, and the Developer shall remove the setter and service pit and replace with new water line per the most up-to-date City Standards.
- d. The drinking water and sanitary sewer infrastructure shall not be obstructed in any way to inhibit or prevent maintenance of public assets. All maintenance of public infrastructure that requires excavation will be restored by the City according to the Belton Unified Development Code, the Belton Municipal Code and city and industry standards and practices.

4. Building Permits.

- a. No building permits shall be issued until the Infrastructure, including the Storm Water Management System and BMP Facilities, the Private Street, drinking water and Sanitary Sewers have been installed by the Developer in accordance with approved Plans and all grading work completed. In the alternative, the Developer may guarantee and financially secure the completion of construction of the Improvements by posting a bond, letter of credit or other security approved by the City Council in an amount equivalent to or larger than one-hundred and twenty percent (120%) of the projected cost of the Infrastructure at the date of the expiration of the guarantee.
- b. No building permits for Phase II, as delineated on the revised Preliminary Development Plan, shall be issued until all required infrastructure improvements have been completed in Phase I. Infrastructure improvements include all streets, sidewalks, utilities, and water quality BMPs. Additionally, all incomplete landscaping in Phase I, except for landscaping immediately adjacent to buildings still under construction, shall be installed prior to the issuance of building permits for Phase II.
- c. On-street parking in Phase II shall be installed concurrently with street infrastructure improvements and shall be completed prior to issuance of building permits in Phase II.

- d. The 5-foot trail and playground shall be installed prior to the issuance of building permits in Phase II.
5. No Agency or Partnership. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the City and Developer, nor between the City and any officer, employee, contractor or representative of Developer. No joint employment is intended or created by this Agreement for any purpose. Developer agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Agreement.
  6. Failure to Maintain. In the event the Developer, its successors and/or assigns, fails to maintain the storm water management/BMP facilities and/or Private Street in good working condition, the City will notify Developer, its successors and/or assigns, of deficiencies by letter. The Developer will have ten (10) days from the date of the letter to respond to the City with an adequate plan to make repairs. If adequate repairs are not made by Developer in a timely manner, Developer hereby consents and agrees that City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report. There shall be a five-hundred dollar (\$500.00) penalty for each day the Developer does not make adequate repairs. All costs of such repairs shall be assessed to the Developer, its successors and/or assigns, including administrative costs, materials, personnel, attorneys fees and any penalties. The assessment may be accomplished by placing a special assessment on the property(ies), which may be placed on the tax bill and collected in the same manner as ordinary taxes. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
  7. Indemnification. Developer agrees to indemnify, defend, and hold harmless the City, its respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of the gross negligence or willful misconduct of Developer, its employees, agents, officers, contractors or subcontractors, or Developer's performance or failure to perform under the terms and conditions of this Agreement. Such indemnification, hold harmless and defense obligation shall exclude liability arising out of acts, omissions, or the negligence or willful misconduct of the City. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.
  8. Governing Law. This Agreement shall be construed under the laws of the state of Missouri.
  9. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto.
  10. Notices. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows:  
CITY:  
City of Belton  
City Manager  
506 Main Street

Belton, Mo 64012

DEVELOPER:  
Autumn Woods Development, LP  
14713 Juniper St.  
Leawood, KS 66224

11. Counterparts. This Agreement may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively one agreement.
12. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
13. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement shall be held invalid, illegal or unenforceable, the remainder shall remain in full force and effect, and such invalid, illegal or unenforceable provision shall be reformed by such court so as to give maximum legal effect to the intention of the parties as expressed therein.
14. Recording. This Agreement shall be recorded among the land records of Cass County, Missouri by the Developer and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowner's and/or subdivision association. This agreement shall be recorded with the record plat of any development of the Property.
15. Amendments. This Agreement shall not be amended or modified in any way without the prior written approval of the City and that approval must be indicated on the face of any subsequently recorded document amending or modifying this Agreement.
16. Subdivision. A Property Owners Association shall be established in compliance with the City's Unified Development Code. The Property Owners Association documents shall clearly define the succession and assignment of the responsibilities outlined in this Agreement.

CITY OF BELTON

\_\_\_\_\_  
Mayor Norman K. Larkey,  
Sr.

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Clerk

DEVELOPER

*[Handwritten Signature]*

Signature

Rick Trumbull

Print Name

STATE OF MISSOURI )

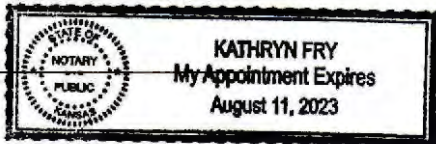
COUNTY OF Cass ) ss.

On this 20 day of March, 2023, before me, the undersigned Notary Public, in and for said state, personally appeared Rick Trumbull of Autumn Woods Development LP, known to me to be the person described in and who executed the within Development and Maintenance Agreement on behalf of said corporation, and acknowledged to me that \_\_\_\_\_ executed the same for the purposes therein stated and that the foregoing instrument was authorized by the board of directors of said corporation, and \_\_\_\_\_ acknowledged execution thereof to be on behalf of and the free act and deed of said corporation.

Subscribed and sworn to me the day and year above written.

*[Handwritten Signature]*  
Notary Public:

My commission expires:



**EXHIBIT A**

Final Plat of the Autumn Woods Subdivision  
Legal Description

Lot 1, Autumn Woods, a subdivision in Belton, Cass County, Missouri





## Bill No. 2023-51 COUNCIL ACTION REPORT

**Title:** Final Plat – Cross and Mac

**Agenda Date:** August 22, 2023

**Presented by:** Matt Wright, Planning & Building Director

---

### Background

- The property owners and applicants, Raquel Flores Soria and Tim Cross, are requesting approval of a Final Plat for a two-lot subdivision (Cross and Mac) at 510 and 516 3<sup>rd</sup> Street.
- The Final Plat is a replat of five original lots in Old Town Belton at the southwest corner of 3<sup>rd</sup> and Hershel Streets.
- The lots are zoned R-2 (Two-Family) residential and the applicant intends on constructing two duplexes fronting on Hershel Street.
- The applicant is requesting an Alternative Development Standard to reduce the corner side setback (along 3<sup>rd</sup> Street) from 25-ft. to 15-ft. This setback is consistent with other residential buildings along 3<sup>rd</sup> St., which were built with smaller setbacks prior to the current zoning standards.
- Planning Commission reviewed and recommended approval (5-0) of the Final Plat on August 1, 2023.

### Financial/Budget Considerations

- There will be no financial/budget impact to the City on this request.

### Legal Considerations

- The proposed Final Plat complies with all zoning and subdivision regulations and standards, with the exception of the setback reduction for the corner side setback from 25-ft. to 15-ft. as noted in the staff report and on the Final Plat document in Exhibit A.

### Policy Considerations

- The approval of this specific Final Plat does not have any impact on policy, however, the need for different zoning standards (with reduced lot sizes, widths, setbacks, etc.) in Old Town Belton is evident and is common policy in downtown areas in other communities. This will be explored further with the Comprehensive Plan update and future amendments to the Unified Development Code to implement the goals of the Comprehensive Plan.

### Staff Recommendation

- Staff recommends approval of the Final Plat.

**AN ORDINANCE APPROVING A FINAL PLAT FOR CROSS AND MAC, A TWO-LOT SUBDIVISION LOCATED AT 510 AND 516 3<sup>RD</sup> STREET IN THE CITY OF BELTON, MISSOURI.**

**WHEREAS**, the property owners, Raquel Flores Soria and Tim Cross, have requested approval of a Final Plat for Cross and Mac, a two-lot subdivision at 510 and 516 3<sup>rd</sup> Street (southwest corner of 3<sup>rd</sup> and Hershel Streets), which is a replat of five (5) original lots in Old Town Belton; and

**WHEREAS**, the Belton Planning Commission voted to recommend approval of the Final Plat application to the City Council by a 5-0 vote.

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

**Section 1.** The City Council of the City of Belton hereby approves the Final Plat for Cross and Mac as legally described in the Final Plat document attached in **Exhibit A**.

**Section 2.** Approval of the Final Plat is subject to the following conditions and all other items referenced in the staff report and supporting documentation attached as **Exhibit A**:

1. The final plat for Cross and Mac by Onwiler Contracting is approved as submitted.
2. The final plat shall be recorded within one year of City Council approval or the approval of the plat shall be considered null and void.
3. Prior to permit issuance, extend 8” water main along Herschel from 3rd Street to 4th Street with a 3-valve cluster at each tie-in per City of Belton Standards and Specifications.
4. Prior to permit issuance, extend sanitary sewer 10' past proposed property line terminating at new MH and restore street per City of Belton Standards and Specifications. Alternatively, demonstrate that existing sewer will be sufficient to serve proposed improvements.
5. Prior to permit issuance, provide storm water infrastructure designed by a professional engineer to meet APWA requirements. Grading to convey storm shall have safe (recoverable) slopes, which may require storm sewer.
6. Prior to permit issuance, provide sidewalks on all adjacent streets.

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

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

READ FOR THE FIRST TIME: August 22, 2023

READ FOR THE SECOND TIME AND PASSED:

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

Approved this \_\_\_\_ of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

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 introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023, and thereafter adopted as Ordinance No. 2023-\_\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023, after the second reading thereof by the following vote, to-wit:

AYES:                   COUNCILMEMBER:

NOES:                   COUNCILMEMBER:

ABSENT:                COUNCILMEMBER:

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



**CITY OF BELTON**  
**DEPARTMENT OF PLANNING & BUILDING**  
 City Hall Annex: 520 Main St, Belton, MO 64012  
 816-331-4331 | www.Belton.org

# PLANNING APPLICATION STAFF REPORT

PLANNING COMMISSION: AUGUST 1<sup>ST</sup>, 2023

## PROJECT: 510-516 3<sup>RD</sup> ST - CROSS AND MAC

SITE LOCATION:	PROJECT REQUEST:
Northwest corner of 3rd St and Herschel St. (510 and 516 3rd St)	Final Plat

APPLICATION:
<b>Property Owner and Applicant</b> – Raquel Flores Soria and Tim Cross
<b>Developer</b> – Cross Contracting KC / Tim Cross
<b>Surveyor</b> – Onwiler Contracting LLC / Caitlin Miller



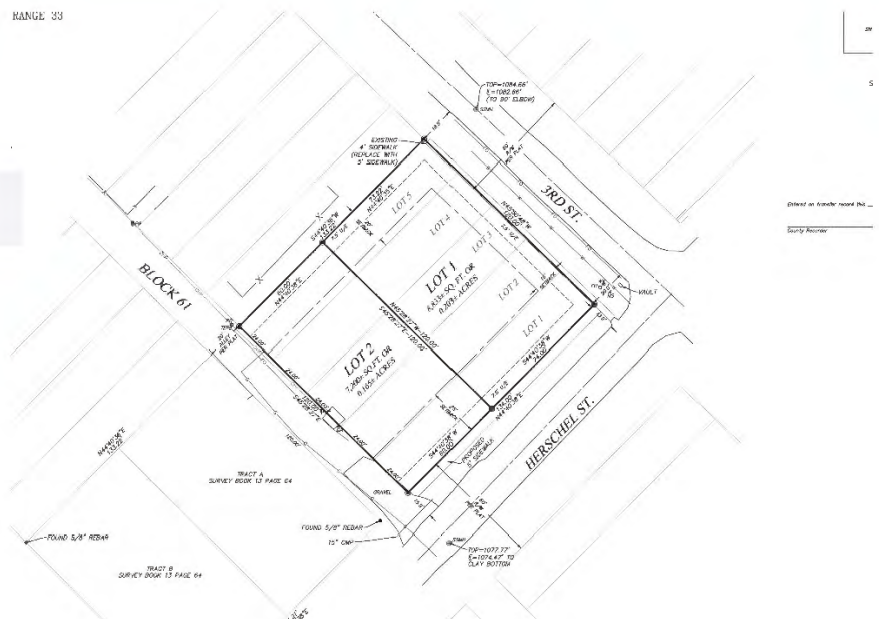
## PROJECT SUMMARY

CURRENT ZONING/USE:	PROPOSED USE:
R-2 Single and Two-Family Residential / Vacant	Two-Family Residential

PROPOSED DEVELOPMENT:	LAND AREA:
Re-plat 2 lots totalling 0.368 acres to be oriented off of Herschel St, rather than 3 <sup>rd</sup> St, to allow for two duplexes to be developed.	0.368 Acres (Lot 1: 0.203 acres; Lot 2: 0.165 acres)

## STAFF RECOMMENDATION

**STAFF RECOMMENDS APPROVAL SUBJECT TO CONDITIONS**





## BACKGROUND

An application was filed by Tim Cross to re-plat two lots in Old Town Belton to re-orient the lots to face Herschel, rather than 3<sup>rd</sup> St. The size of the lots are proposed to be approximately the same size as the original lots, but were sized according to the width needed for two duplexes. Lot 1 proposed to be 0.203 acres and Lot 2 0.165 acres. The property was previously platted with the rest of Old Town Belton. The property is currently zoned R-2 Single and Two-Family Residential and the proposed use would be consistent with that.

## PROPOSED FINAL PLAT

**LOTS & BLOCKS:** Lot 1 and 2 meet the 6,000 sqft (0.13 acres) minimum lot area requirement for the R-2 zoning district, as well as the 65' width and 120' depth requirements. The minimum front and corner side setback in the R-2 zoning district is 25-ft. The applicant is requesting an Alternative Development Standard to reduce the corner side setback along 3<sup>rd</sup> St. from 25-ft. to 15-ft. to better accommodate the desired duplex design. Staff believes that this reduction is appropriate in the Old Town Belton area, where many houses have reduced setbacks. The plat meets all additional requirements of Section 36-35, Minimum Design Requirements, of the Unified Development Code.

**ACCESS/STREETS:** The plat includes the necessary available access to Herschel St, which includes an additional sidewalk on along Herschel.

**EASEMENTS/ROW:** The final plat includes locations and appropriate language for public utility easements. Additional ROW dedication isn't required. Due to the location of the sanitary sewer and water main, conditions for approval have been made to require the sewer to be extended 10-ft past the properties and the water main extended to the remainder of the block.

**GENERAL PLAT INFORMATION:** The plat includes all required general information including the legal description, lot numbers and dimensions, signature certificates, and surveyor credentials.

## STAFF RECOMMENDATION

The staff recommends approval of the application for a Final Plat for Cross and Mac as shown in the attached documents. The plat meets all platting requirements of Section 36-34 and 36-35 of Unified Development Code and the Alternative Development Standards criteria to reduce the corner side setback.

The recommendation for final plat approval are subject to the following conditions:

1. The final plat for Cross and Mac by Onwiler Contracting is approved as submitted.
2. The final plat shall be recorded within one year of City Council approval or the approval of the plat shall be considered null and void.
3. Prior to permit issuance, extend 8" water main along Herschel from 3<sup>rd</sup> Street to 4<sup>th</sup> Street with a 3-valve cluster at each tie-in per City of Belton Standards and Specifications.
4. Prior to permit issuance, extend sanitary sewer 10' past proposed property line terminating at new MH and restore street per City of Belton Standards and Specifications. Alternatively, demonstrate that existing sewer will be sufficient to serve proposed improvements.

5. Prior to permit issuance, provide storm water infrastructure designed by a professional engineer to meet APWA requirements. Grading to convey storm shall have safe (recoverable) slopes, which may require storm sewer.
6. Prior to permit issuance, provide sidewalks on all adjacent streets.

**PLANNING COMMISSION ALTERNATIVES**

1. Motion to **recommend approval of** a Preliminary and Final Plat for Cross and Mac.
2. Motion to **recommend denial of** a Preliminary and Final Plat for Cross and Mac.
3. Motion to continue the application for further information.

**ATTACHMENTS**

1. Final Plat – 1 page

# FINAL PLAT CROSS AND MAC

A REPLAT OF LOTS 1-5, BLOCK 61, TOWN OF BELTON,  
A SUBDIVISION IN THE CITY OF BELTON, CASS COUNTY, MISSOURI,  
LYING IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 46, RANGE 33

**PROPERTY DESCRIPTION:**

LOTS LOTS 1, 2, 3, 4 AND 5, BLOCK 61, TOWN OF BELTON, CASS COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, FILED IN PLAT BOOK 1 AT PAGE 16.

**PLAT DEDICATION:**

THE UNDERSIGNED PROPRIETOR OF THE ABOVE DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER AS SHOWN ON THE ACCOMPANYING PLAT, WHICH SUBDIVISION SHALL HEREAFTER BE KNOWN AS "CROSS & MAC".

**EASEMENT DEDICATION:**

UTILITY EASEMENT - AN EASEMENT IS HEREBY GRANTED TO BELTON, MISSOURI, FOR THE PURPOSE OF LOCATING, CONSTRUCTING, OPERATING, AND MAINTAINING FACILITIES FOR WATER, GAS, ELECTRICITY, SEWAGE, TELEPHONE, CABLE TV AND SURFACE DRAINAGE, BUT NOT LIMITED TO, UNDERGROUND PIPES AND CONDUITS, PAD MOUNTED TRANSFORMERS, SERVICES PEDESTALS, AND OR ALL OF THEM UPON, OVER, UNDER AND ALONG THE STRIPS OF LAND DESIGNATED UTILITY EASEMENTS (U/E), WHERE OTHER EASEMENTS ARE DESIGNATED FOR A PARTICULAR PURPOSE, THE USE THEREOF SHALL BE LIMITED TO THAT PURPOSE ONLY. ALL OF THE ABOVE EASEMENTS SHALL BE KEPT FREE FROM ANY AND ALL OBSTRUCTIONS WHICH WOULD INTERFERE WITH THE CONSTRUCTION OR RECONSTRUCTION AND PROPER, SAFE AND CONTINUOUS MAINTENANCE OF THE AFORESAID USES AND SPECIFICALLY THERE SHALL NOT TO BE BUILT THEREON OR THEREOVER ANY STRUCTURE (EXCEPT DRIVEWAYS, PAVED AREAS, GRASS, SHRUBS AND FENCES, WITH THE EXCEPTION OF DRAINAGE EASEMENT (D/E) WHERE NO FENCED SHALL BE ERRECTED) NOR SHALL THERE BE ANY OBSTRUCTION TO INTERFERE WITH THE AGENTS AND EMPLOYEES OF BELTON, MISSOURI AND ITS FRANCHISED UTILITIES FROM GOING UPON SAID EASEMENT AND AS MUCH OF THE ADDING LANDS AS MAY BE REASONABLY NECESSARY IN EXERCISING THE RIGHTS GRANTED BY THE EASEMENTS. NO EXCAVATION OR FILL SHALL BE MADE OR OPERATION OF ANY KIND OR NATURE SHALL BE PERFORMED WHICH WILL REDUCE OR INCREASE THE EARTH COVERAGE OVER THE UTILITIES ABOVE STATED OR THE APPURTENANCES THERETO WITHOUT THE WRITTEN APPROVAL OF THE DIRECTOR OF PUBLIC WORKS, AS TO ALL EASEMENTS DEDICATED TO THE CITY.

**EXECUTION:**

IN TESTIMONY WHEREOF:  
RAQUEL FLORES SORLA, AS SHOWN HEREON, HAS CAUSED THESE PRESENTS TO BE SIGNED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

RAQUEL FLORES SORLA  
OWNER  
STATE OF MISSOURI )  
COUNTY OF )

BE IT REMEMBERED THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023,  
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, SAME  
RAQUEL FLORES SORLA, TO ME PERSONALLY KNOWN TO BE THE SAME PERSON  
WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND SHE  
ACKNOWLEDGED THE EXECUTION OF SAME. IN TESTIMONY WHEREOF, I HAVE  
HEREIN SET MY HAND AND AFFIXED MY NOTARY SEAL, THE DAY AND YEAR  
ABOVE WRITTEN.

NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

APPROVALS:  
THIS PLAT OF "CROSS & MAC" HAS BEEN SUBMITTED TO AND APPROVED BY  
THE BELTON PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

CHAIRMAN \_\_\_\_\_ SECRETARY \_\_\_\_\_

THESE EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE CITY COUNCIL OF  
BELTON, MISSOURI THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

MAYOR \_\_\_\_\_ CITY CLERK \_\_\_\_\_

I HEREBY CERTIFY THAT THE WITHIN PLAT OF CROSS AND MAC SUBDIVISION IS BASED ON AN ACTUAL SURVEY MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY THE MISSOURI BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS OF THE STATE OF MISSOURI. I FURTHER CERTIFY THAT THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON MISSOURI STATE PLANE - WEST ZONE NAD 83. THAT THE SECTION AND SECTIONAL SUBDIVISION CORNER MONUMENTS AND SURVEY BOUNDARY CORNER MONUMENTS WERE EITHER FOUND OR SET AS INDICATED ON THIS PLAT; THAT THE LOT CORNERS AND STREET CENTERLINES HAVE BEEN MARKED WITH PERMANENT MONUMENTATION AS INDICATED ON THIS PLAT; THAT I HAVE COMPLIED WITH ALL STATE AND BELTON STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND THE PLATING OF SUBDIVISION TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

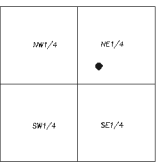
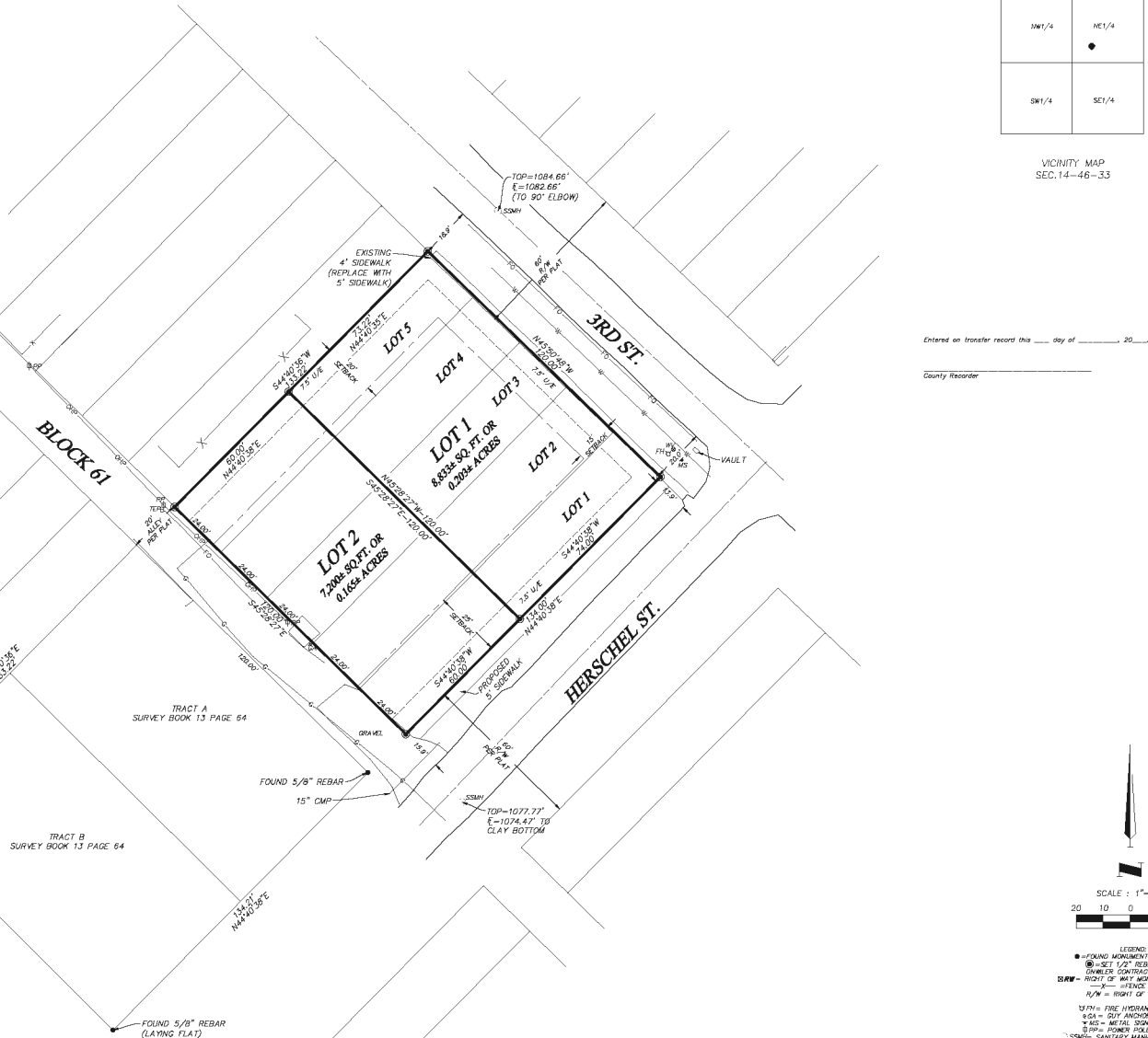
THE FIELD WORK WAS COMPLETED ON JULY 6, 2023.



CAITLIN J. MILLER, MO #15-2020214106

JGB #416  
TOWN OF BELTON  
SEC. 14-46-33  
CASS COUNTY, MO  
3RD ST FINAL DWG

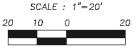
REVISED PER CITY COMMENTS 7/26/2023  
REVISED TO FINAL PLAT PER CITY COMMENTS ON 7/17/2023  
SUBMITTED TO CITY OF BELTON ON 7/12/2023.



VICINITY MAP  
SEC. 14-46-33

Entered on transfer record this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

County Recorder \_\_\_\_\_



SCALE: 1"=20'  
LEGEND:  
● PERMANENT MONUMENT AS NOTED  
○ SET 1/2" REBAR W/ 1/2" CAP  
○ OWNER CONSTRUCTION CHAIN  
--- EASEMENT  
--- RIGHT OF WAY MONUMENT  
--- EASEMENT  
N/W = RIGHT OF WAY

U/W = FIRE HYDRANT  
V/C = DIT ANCHOR  
\*MS = METAL SIGN  
TRIP = POWER POLE  
SMW = SANITARY MANHOLE  
TOP = TELEPHONE PEDESTAL  
WV = WATER VALVE

- GENERAL NOTES:**
- THE BEARINGS SHOWN HEREON ARE BASED ON THE MISSOURI STATE PLANE - WEST ZONE, NAD 83.
  - THE SUBJECT PROPERTY ADDRESS IS: 310 & 316 3RD ST.
  - NO TIES WERE PROVIDED AT THE TIME OF THIS SURVEY.
  - SUBJECT PROPERTY LIES WITHIN "ZONE X" DEFINED AS AREAS OF MINIMAL FLOOD HAZARD ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP NUMBER 250303010W EFFECTIVE DATE JANUARY 2, 2013.
  - THE SUBJECT PROPERTY CONTAINS 16,033 SQUARE FEET OF 0.369 ACRES, MORE OR LESS.
  - BARS NOTED AS SET WILL BE SET UPON APPROVAL OF FINAL PLAT BY CITY OF BELTON.

**ZONING:**  
PROPERTY IS CURRENTLY ZONED R-2: TWO FAMILY, ACCORDING TO BELTON MO INTERACTIVE ZONING MAP WEBSITE ON 7/7/2023.

**LAND USE:**  
PROPERTY IS CURRENTLY ZONED MULTIPLE/TWO/DUO/FLEX ACCORDING TO THE EXISTING LAND USE MAP FROM BELTON MO WEBSITE ON 7/7/2023.



MISSOURI ONE CALL TICKET NUMBER 2318029313  
ALL DISTRIBUTION MARKED  
CITY OF BELTON MARKED  
ENERGY MARKED  
GOOGLE FINDER MARKED (BALDWIN, HUNTER)  
SPRINKLER MARKED

Note:  
1. Visual indications of utilities are as shown. Underground locations shown, as furnished by the respective utility companies, are approximate and shall be verified in the field at the time of construction. For actual field locations of underground utilities, call 1-800-344-7323.

2. The contractor shall be responsible for contacting all utility companies for field location of all underground utility lines prior to any excavation and for the coordination and scheduling with utility centers of all work required to resolve conflicts with installations, constructions, excavations, removals, placements, relocation and other miscellaneous work.

OWNER/CLIENT: RAQUEL FLORES SORLA  
CITY OF BELTON  
14413 MILLSHIRE DR  
GRANDVIEW, MO

PREPARED BY: ONWILER CONTRACTING LLC  
1518 S. WALTON DR. BREWERS, MO 65204  
PHONE: 616-338-1933 FAX: 616-200014106  
www.onwilercontracting.com

PROJECT NO. 416 DATE 7/26/2023 BY CJK



## **Bill No. 2023-52 COUNCIL ACTION REPORT**

**Title:** Rezoning – Bays Place  
**Agenda Date:** August 22, 2023  
**Presented by:** Matt Wright, Planning & Building Director

---

### **Background**

- The applicants, Donald and Martin Bays, are requesting to rezone a proposed 1.23 +/- acre lot from “A” (Agriculture) to “R-1” (Single-Family) at 1208 S. Cedar Street.
- The proposed lot is required to be rezoned concurrently with the Final Plat application as the newly created lot is less than the minimum 5-acre lot size for “A” zoning.
- Planning Commission reviewed and approved a Preliminary Plat for the 2-lot subdivision on August 15, 2023.
- Planning Commission reviewed and recommended approval (5-0) of the Final Plat on August 15, 2023.

### **Financial/Budget Considerations**

- There will be no financial/budget impact to the City on this request.

### **Legal Considerations**

- The proposed rezoning meets the review criteria and findings of fact in Section 20-3 (a) of the Unified Development Code.

### **Policy Considerations**

- Staff does not believe that approval of this rezoning request will have any impact on policy.

### **Staff Recommendation**

- Staff recommends approval of the rezoning request.



**AN ORDINANCE APPROVING A REZONING FROM “A” (AGRICULTURE) TO “R-1” (SINGLE-FAMILY), FOR A 1.23 +/- ACRE PARCEL LOCATED AT 1208 S. CEDAR STREET.**

**WHEREAS**, a request was submitted to rezone 1.23 +/- acres of land located at 1208 S. Cedar Street, more specifically described below and in Exhibit A attached hereto and incorporated as if fully set forth herein, from “A” (Agriculture) to “R-1” (Single-Family); and

**WHEREAS**, the request was reviewed under the Land Use Applications and Procedures contained within the Unified Development Code, Chapter 20, giving the City Council the final decision-making authority for Rezoning applications; and

**WHEREAS**, after due public notice was given in the manner prescribed by law, the Planning Commission held a public hearing on August 15, 2023, to review and make a recommendation on the proposed Rezoning. After said public hearing, the Planning Commission voted 5-0 to recommend approval of the Rezoning application to the City Council; and

**WHEREAS**, the City Council believes it is in the best interest of the City to rezone the subject tract of land to “R-1” (Single-Family).

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

**Section 1.** That the City Council of the City of Belton hereby approves the rezoning of the subject property more specifically described below and in Exhibit A attached hereto and incorporated as if fully set forth herein, from “A” (Agriculture) to “R-1” (Single-Family). The subject property to be rezoned is more specifically described as follows:

A tract of land in the Northeast Quarter of Section 23, Township 46 North, Range 33 West of the Fifth Principal Meridian, in the City of Belton, Cass County, Missouri, more particularly described as follows: Commencing at the Northeast corner of said Northeast Quarter, thence South 02° 53' 27" West, along the East line of said Northeast Quarter, a distance of 1,653.55 feet; thence North 85° 54' 03" West, a distance of 35.99 feet to a point on the West right-of-way line of Missouri State Route "Y" Highway, also known as South Cedar Street, as now established, said point being the True Point of Beginning; thence South 02° 28' 36" West, along said West right-of-way line, a distance of 166.20 feet; thence South 86° 55' 19" West, a distance of 294.36 feet; thence North 04° 05' 57" East, a distance of 202.91 feet; thence South 85° 54' 03" East, a distance of 287.34 feet to the point of beginning. Containing 53,499 square feet or 1.23 acres, more or less.

**Section 2.** All ordinances or parts of ordinances in conflict with the provisions are hereby repealed.

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

READ FOR THE FIRST TIME: August 22, 2023

READ FOR THE SECOND TIME AND PASSED:

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

Approved this \_\_\_\_ of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

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 introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023, and thereafter adopted as Ordinance No. 2023-\_\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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



**CITY OF BELTON**  
 DEPARTMENT OF PLANNING & BUILDING  
 City Hall Annex: 520 Main St, Belton, MO 64012  
 816-331-4331 | www.Belton.org

# PLANNING APPLICATION STAFF REPORT

PLANNING COMMISSION: AUGUST 15<sup>th</sup>, 2023

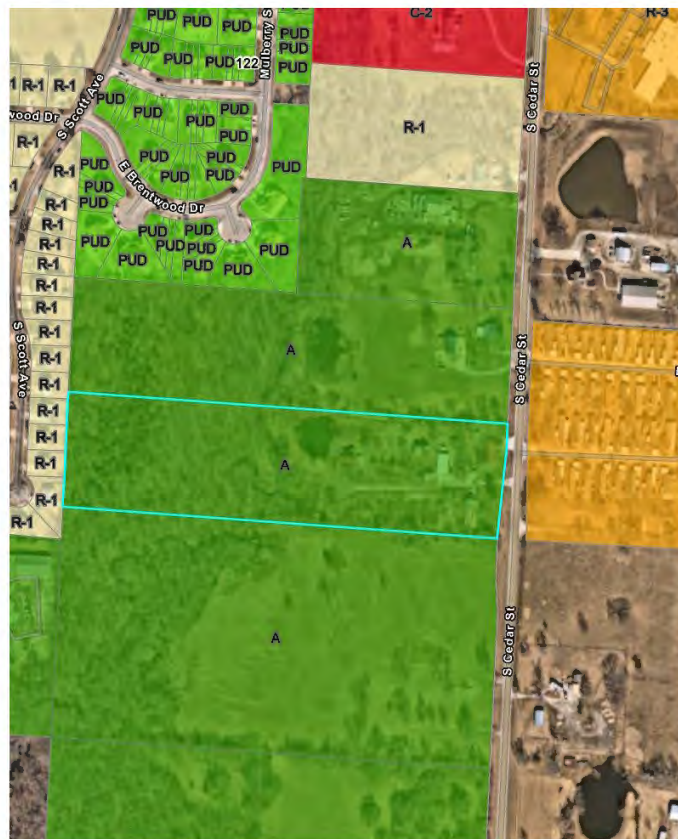
## PROJECT: 1208 S CEDAR ST - BAYS PLACE

### SITE LOCATION: PROJECT REQUEST:

Southwest corner of S Cedar St and Leisure Ln. (1208 S Cedar St)      Rezoning, Preliminary & Final Plat

### APPLICATION:

**Property Owner** – Donald Bays, Martin Bays, and Karl Bays  
**Applicant** – Karl Bays  
**Surveyor** - Huffman Land Surveyors / Mike Huffman



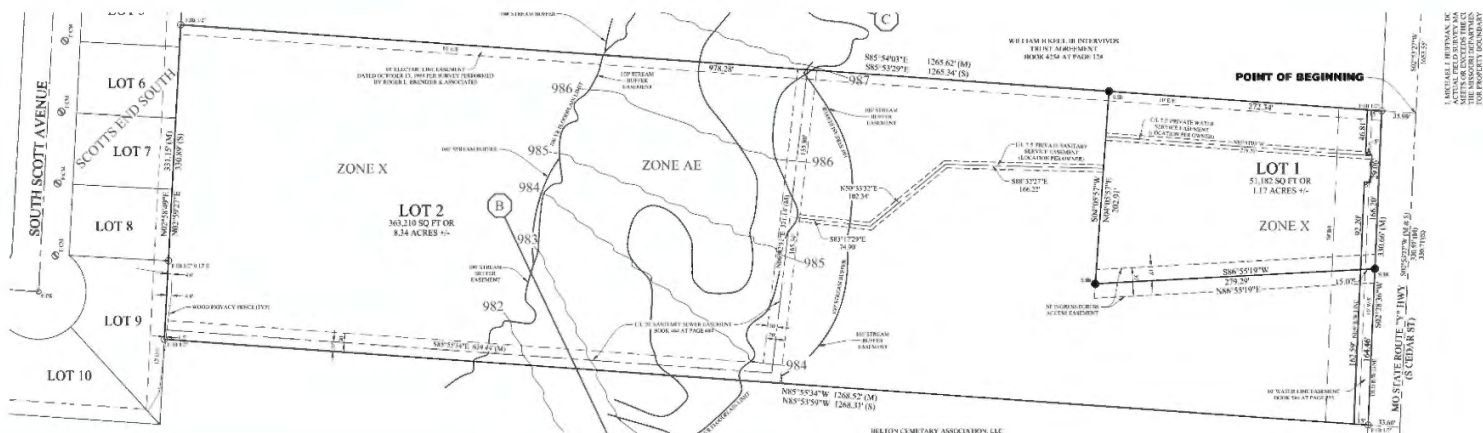
## PROJECT SUMMARY

### CURRENT ZONING/USE: PROPOSED USE:

A Agricultural / Single-Family Residential      Single-Family Residential

### PROPOSED DEVELOPMENT: LAND AREA:

Plat a 9.62 acre property into 2 lots; Lot 1 being 1.23 acres and rezoned to R-1 Single-Family Residential and Lot 2 being 8.39 acres that would remain Agricultural      9.62 Acres (Lot 1: 1.23 acres; Lot 2: 8.39 acres)



## STAFF RECOMMENDATION

**STAFF RECOMMENDS APPROVAL SUBJECT TO CONDITIONS**

## BACKGROUND & DEVELOPMENT STANDARDS

An application was filed by Karl Bays to plat and subdivide their property into two smaller lots, where Lot 1 is proposed to be rezoned from A agricultural to R-1 Single-Family to allow for a smaller lot size. Lot 1 would include 1.23-acres and Lot 2 8.39-acres. The property was not previously platted, and there are currently two houses located on what is currently one parcel. Creating two lots would allow each house to exist on their respective lots. The property is currently zoned A Agricultural and is proposed to be used for single-family residential.

*The site is subject to compliance with the R-1 (Single-Family Residential) Standards of the Unified Development Code (UDC) with the rezoning request: The R-1 zoning district permits the platting of lots smaller than 5 acres.*

DIMENSIONAL STANDARDS	Proposed Zoning	Current Zoning
	R-1 Zoning Requirements	Agricultural Zoning Requirements
Min. lot area	8,400 sqft	5 acres
Min. lot width (ft)	70	120
Min. lot depth (ft)	120	120
Front Yard	30	30
Rear Yard	20	30
Side Yard	10	15
Max. Building Coverage	25%	25%

## PROPOSED PRELIMINARY & FINAL PLAT

The Preliminary and Final Plat are requested to be approved together.

**LOTS & BLOCKS:** The plat includes one single-family residential lot (Lot 1) and one agricultural lot (Lot 2). Lot 1 meets the 8,400 sqft (0.19 acres) minimum for the R-1 zoning district, as well as Lot 2, which exceeds the 5-acre minimum for Agriculture. The lots do not meet the requirement that the maximum depth of residential lots shall not exceed 2½ times the width, however, with the property being zoned agricultural, the lots are consistent with surrounding properties and meet the intent of the UDC. The plat meets all additional requirements of Section 36-35, Minimum Design Requirements, of the Unified Development Code.

**ACCESS/STREETS:** The plat includes the necessary available access to S Cedar St., which includes two access points for Lot 1, and a shared drive for Lot 2.

**EASEMENTS/ROW:** The preliminary and final plat includes locations and appropriate language for public utility easements, the 30' building setback requirement, as well as the 20' additional ROW dedication. Due to the existing placement of the residence on Lot 1, 5' of ROW was retained around the perimeter of the residence to allow it to remain outside of the ROW and not trigger an encroachment agreement.

**GENERAL PLAT INFORMATION:** The plat includes all required general information including the legal description, lot numbers and dimensions, right-of-way designation, signature certificates, and surveyor credentials.



## **STAFF RECOMMENDATION**

The staff recommends approval of the application for a Rezoning for the 1.23 +/- acre lot as proposed (Bays Place, Lot 1). The rezoning request complies with the findings of fact in Section 20-3 (a) of the Unified Development Code for a rezoning.

The staff recommends approval of the application for a Preliminary and Final Plat for Bays Place as shown in the attached documents. The plat meets all platting requirements of Section 36-34 and 36-35 of Unified Development Code.

The recommendation for preliminary and final plat approval are subject to the following conditions:

1. The preliminary and final plat for Bays Place by Huffman Land Surveyors is approved as submitted.
2. The final plat shall be recorded within one year of City Council approval or the approval of the plat shall be considered null and void.

### **PLANNING COMMISSION ALTERNATIVES**

1. Motion to **recommend approval of** a Preliminary and Final Plat for Bays Place.
2. Motion to **recommend denial of** a Preliminary and Final Plat for Bays Place.
3. Motion to continue the application for further information.

### **ATTACHMENTS**

1. Narrative – 1 page
2. Preliminary Plat – 1 page
3. Final Plat – 1 page

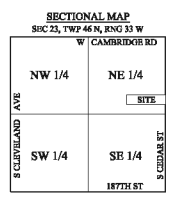
Tract A: We would like to split and rezone to R1. 1.23 acres off the 9.62 acres.

Leaving the remaining 8.39 acres known as 1210 S Cedar St (Tract B) zoned as Agriculture.

We would like to keep Tract A, known as 1208 S Cedar St and Tract B, known as 1210 S Cedar St to be sold.

# FINAL PLAT BAYS PLACE

A TRACT OF LAND LOCATED IN THE  
NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 46 NORTH, RANGE 33 WEST  
BELTON, CASS COUNTY, MISSOURI



**ORDERED BY**  
EARL BAYS  
1208 S CEDAR ST  
BELTON, MO 64012  
MOBILE: (816) 626-4080

**TITLE COMMITMENT**  
NO TITLE COMMITMENT WAS PROVIDED  
AT THE TIME OF THIS SURVEY.

**FLOOD STATEMENT**

THE LAND DESCRIBED FALLS WITHIN ZONES AB AND  
"A" AREAS DETERMINED TO BE OUTSIDE THE 0.2%  
ANNUAL CHANCE FLOOD PLAIN PER FLOOD  
INSURANCE RATE MAP (FIRM)  
CASS COUNTY, MISSOURI  
PAGE NO. 16 OF 490  
MAP NUMBER: 20070010F  
EFFECTIVE DATE: JANUARY 2, 2013

**DRHD REFERENCE:**  
BENEFICIARY DEED RECORDED ON FEBRUARY 21,  
2012 AS FILE NUMBER 48378 IN BOOK 353 AT  
PAGE 203.

THE SOUTH HALF OF THE NORTH HALF OF THE  
SOUTHEAST QUARTER OF THE NORTHEAST  
QUARTER OF SECTION 23, TOWNSHIP 46, RANGE 33,  
CASS COUNTY, MISSOURI, SUBJECT TO  
BASEMENTS, RIGHT-OF-WAYS, RESTRICTIONS AND  
ABBREVIATIONS, IF ANY, OF RECORD.

**BASEMENT EASEMENT MAINTENANCE:** AREAS DESIGNATED AS BASEMENT EASEMENTS SHALL BE MAINTAINED BY THE PROPERTY OWNER.

**STREETS:** STREETS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED FOR PUBLIC USE AS STREET RIGHT-OF-WAY, ARE HEREBY SO DEDICATED.

**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 THEREBY.

**CITY PLANNING COMMISSION:**  
THIS PLAT OF "BAYS PLACE" HAS BEEN SUBMITTED TO AND APPROVED BY THE BELTON PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

**CHAIRMAN:** \_\_\_\_\_ **SECRETARY:** \_\_\_\_\_

THE SHERIFFS AND RIGHT-OF-WAY ACCEPTED BY THE CITY COUNCIL OF BELTON, MISSOURI, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

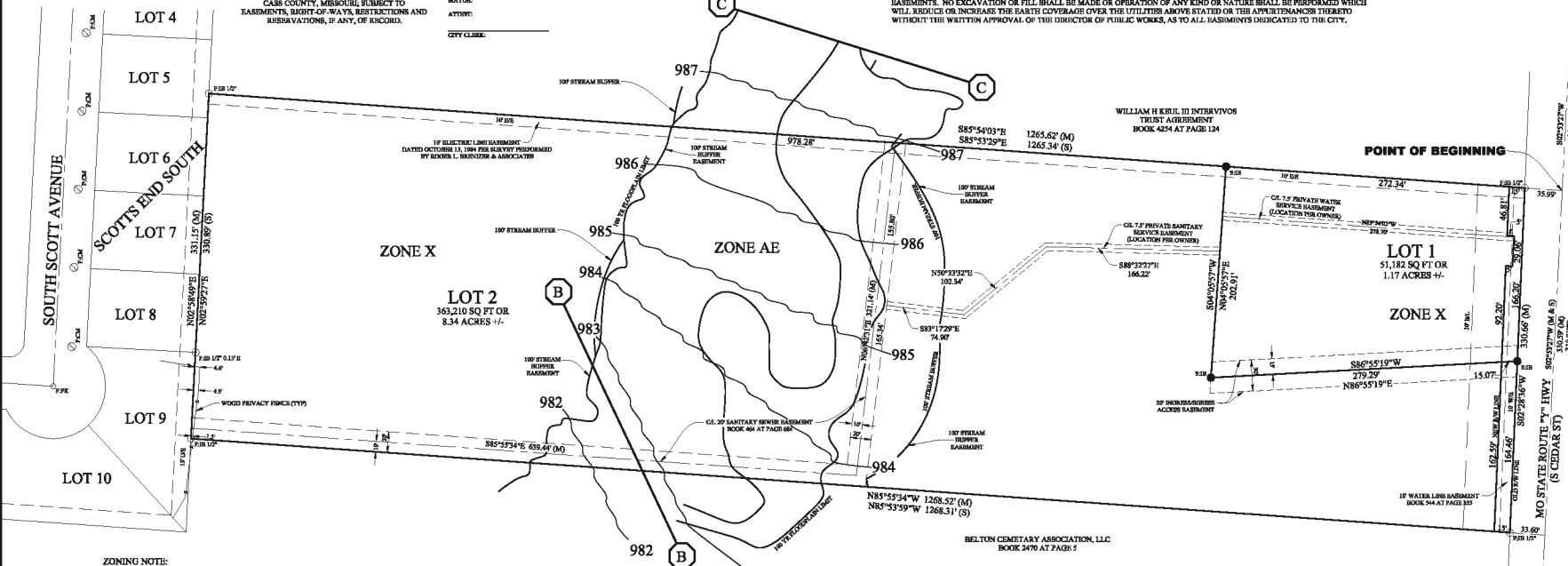
**NATURE:** \_\_\_\_\_

**ATTORNEY:** \_\_\_\_\_

**CITY CLERK:** \_\_\_\_\_

**DEDICATION:** THE UNDERSIGNED PROPRIETOR(S) OF THE REAL ESTATE DESCRIBED HEREIN HAVE CAUSED THE SAME TO BE SURVEYED IN THE MANNER SHOWN ON THIS PLAT, WHICH SURVEY AND PLAT SHALL HEREAFTER BE KNOWN AS "BAYS PLACE". IT SHALL BE SUFFICIENT DESCRIPTION OF EACH LOT PLATTED HEREON TO BE DESIGNATED BY THE NUMBER WHICH APPEARS ON EACH LOT FOLLOWED BY THE WORDS "BAYS PLACE".

**BASEMENT DEDICATION:** AN BASEMENT IS HEREBY GRANTED TO BELTON, MISSOURI, FOR THE PURPOSES OF LOCATING, CONSTRUCTING, OPERATING AND MAINTAINING FACILITIES FOR WATER, GAS, ELECTRICITY, SEWAGE, TELEPHONE, CABLE TV AND SURFACE DRAINAGE INCLUDING, BUT NOT LIMITED TO, UNDERGROUND PIPES AND CONDUITS, PAD MOUNTED TRANSFORMERS, SERVICE PEDIESTALS, ANY OR ALL OF THEM UPON, OVER, UNDER AND ALONG THE STRIPS OF LAND DESIGNATED UTILITY BASEMENTS (UB). THESE UTILITY BASEMENTS ARE DESIGNATED FOR A PARTICULAR PURPOSE, THE USE THEREOF SHALL BE LIMITED TO THAT PURPOSE ONLY. ALL THE ABOVE BASEMENTS SHALL BE KEPT FREE FROM ANY AND ALL OBSTRUCTIONS WHICH WOULD INTERFERE WITH THE CONSTRUCTION OR RECONSTRUCTION AND PROPER, SAFE AND CONTINUOUS MAINTENANCE OF THE ABOVE SAID LINES AND SPECIFICALLY THERE SHALL NOT BE BUILT THEREON OR THEREOVER ANY STRUCTURES (EXCEPT DRIVEWAYS, PAVED AREAS, GRASS, SHRUBS AND FENCES) WITH THE EXCEPTION OF DRAINAGE BASEMENTS (DB) WHICH NO FENCES SHALL BE Erected NOR SHALL THERE BE ANY OBSTRUCTION TO INTERFERE WITH THE AGENTS AND EMPLOYEES OF BELTON, MISSOURI AND ITS FRANCHISED UTILITIES FROM GOING UPON SAID BASEMENT AND AS MUCH OF THE ADJOINING LANDS AS MAY BE REASONABLY NECESSARY IN UNDERTAKING THE RIGHTS GRANTED BY THIS BASEMENTS. NO EDUCATION OR FILL SHALL BE MADE OR OPERATION OF ANY KIND OR NATURE SHALL BE PERFORMED WHICH WILL REDUCE OR INCREASE THE EARTH COVERAGE OVER THE UTILITIES ABOVE STATED OR THE APPURTENANCES THERE TO WITHOUT THE WRITTEN APPROVAL OF THE DIRECTOR OF PUBLIC WORKS, AS TO ALL BASEMENTS DESIGNATED TO THE CITY.

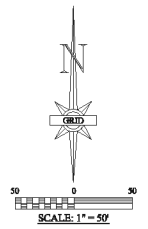


**ZONING NOTE:**  
PROPERTY ZONED AS AGRICULTURAL.  
NEW ZONING FOR LOT 1, TO BE RESIDENTIAL AND FOR LOT 2, TO REMAIN AGRICULTURAL.

**SURVEYOR'S NOTE:**  
REFERENCED PLAT OF SURVEY PERFORMED BY ROGER L. BRENZER & ASSOCIATES, INC. RECORDED UNDER NUMBER 11, 2001, AS DOCUMENT NO. 3061M2, IN BOOK 3001, AT PAGE 2, PLOTTED IN CASS COUNTY SURVEYOR RECORD BOOK 4 AT PAGE 2.

**BASIS OF BEARING:**  
COORDINATES SHOWN ARE NAD83 MISSOURI WEST ZONE (U.S. SURVEY FEET) DERIVED FROM CONTROL STATION CA-26 USING TRIMBLE GPS EQUIPMENT. THIS STATION HAS BEEN DISTURBED BY UTILITY CONSTRUCTION. HUFFMAN LAND SURVEYORS ADJUSTED THE COORDINATES BY LOCALIZING ON THE SURROUNDING CONTROL STATIONS OF CA-04, CA-27 AND CA-52.

GRID FACTOR = 0.9998954  
RECIPROCAL = 1.0001046  
STATION CA-26 ADJUSTED STATE PLANE COORDINATES  
(FOR REFERENCE ONLY)  
NORTHING = 958462.471  
EASTING = 2774566.264  
ELEVATION = 1066.94



- LEGEND:**
- ⊕ FOUND IRON BAR
  - ⊙ FOUND CURB MARK
  - ⊙ FOUND PCK/MAG NAIL
  - ⊕ SET 1/2" IRON BAR W/CAP I.S-2368
  - ⊕ FIRE HYDRANT
  - ⊕ POWER POLE
  - ⊕ SANITARY SEWER CLEANOUT
  - ⊕ SANITARY SEWER MANHOLE
  - ⊕ WATER MISTER
  - ⊕ WATER VALVE
  - ⊕ BROKEN SCALE
  - M MEASURED
  - S SURVEY PERFORMED BY ROGER L. BRENZER

**INGRESS/EGRESS ACCESS EASEMENT:** A 30 FEET INGRESS/EGRESS ACCESS EASEMENT WILL BE GRANTED WITH THIS PLAT OF "BAYS PLACE" FOR THE PURPOSE OF BOTH TRACTS TO UTILIZE THE EXISTING DRIVEWAY.

**STREETS:** STREETS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED FOR PUBLIC USE AS STREET RIGHT-OF-WAY, ARE HEREBY SO DEDICATED.

**IN TESTIMONY WHEREOF:** THE UNDERSIGNED OWNERS HAVE SUBSCRIBED THEIR NAMES ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

MARTIN L. BAYS - OWNER  
DONALD G BAYS - OWNER

STATE OF MISSOURI }  
COUNTY OF CASS } SS

BE IT REMEMBERED THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME MARTIN L. BAYS, OWNER, AND DONALD G BAYS, OWNER, TO ME PERSONALLY KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME. IN TESTIMONY WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY NOTARY SEAL THE DAY AND YEAR ABOVE WRITTEN.

MY COMMISSION EXPIRES: \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

**LAND DESCRIPTION:**  
ALL THAT PART OF SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 46, RANGE 33, IN BELTON, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER, THENCE SOUTH 0°33'27" WEST, ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 165.53 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREBY DESCRIBED; THENCE CONTINUING SOUTH 02°33'27" WEST, ALONG SAID EAST LINE, A DISTANCE OF 310.59 FEET; THENCE NORTH 87°54' WEST, A DISTANCE OF 192.12 FEET; THENCE NORTH 0°28' 49" EAST, A DISTANCE OF 331.15 FEET; THENCE SOUTH 87°54' 03" EAST, A DISTANCE OF 190.61 FEET TO THE POINT OF BEGINNING, CONTAINING 9.89 ACRES, MORE OR LESS.

SOUTHEAST CORNER, NORTHEAST QUARTER,  
SEC 23, TWP 46 N, RANG 33 W

NORTHEAST CORNER, NORTHEAST QUARTER,  
SEC 23, TWP 46 N, RANG 33 W

MO STATE ROUTE "A" HWY (S CEDAR ST)

MO STATE ROUTE "A" HWY (S CEDAR ST)

MO STATE ROUTE "A" HWY (S CEDAR ST)

I, MICHAEL J. HUFFMAN DO HEREBY CERTIFY THAT THE ABOVE PLAT OF SURVEY IS BASED ON AN ACCURATE SURVEY OF THE LAND DESCRIBED AND THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE MISSOURI DEPARTMENT OF AGRICULTURE AND SURVEY PROGRAM, AND MEASUREMENTS WERE MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND UNDER MY DIRECT CONTROL AND SUPERVISION BY MEASUREMENTS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION BY A LICENSED PROFESSIONAL ENGINEER, LAND SURVEYOR AND LANDSCAPE ARCHITECT. FURTHER, CERTIFY THAT I HAVE COMPLIED WITH ALL STATUTE, ORDINANCE AND REGULATORY GOVERNING THE PRACTICE OF LAND SURVEYING AND THE PREPARATION OF SURVEY INSTRUMENTS.

**HUFFMAN LAND SURVEYORS, LLC**

PO Box 061  
Belton, MO 64012  
Phone: (816) 922-4544  
Email: huffman@huffmanland.com  
Corporation License 2019002651



DATE: \_\_\_\_\_  
DRAWN BY: RUS  
CHECKED BY: MJE  
DATE: JUNE 26, 2023  
SCALE: 1" = 50'  
SHEET 1 OF 1

**BAYS PLACE FINAL PLAT**  
T46 R33 S23 Y HWY BAYS  
1208 & 1210 S CEDAR ST  
BELTON, MO 64012



## **Bill No. 2023-53 COUNCIL ACTION REPORT**

**Title:** Final Plat – Bays Place  
**Agenda Date:** August 22, 2023  
**Presented by:** Matt Wright, Planning & Building Director

---

### **Background**

- The applicants, Donald and Martin Bays, are requesting approval of a Final Plat for Bays Place, a 2-lot subdivision at 1208-1210 S. Cedar Street.
- Planning Commission reviewed and approved a Preliminary Plat for the 2-lot subdivision on August 15, 2023.
- Planning Commission reviewed and recommended approval (5-0) of the Final Plat on August 15, 2023.

### **Financial/Budget Considerations**

- There will be no financial/budget impact to the City on this request.

### **Legal Considerations**

- The proposed Final Plat complies with all subdivision regulations and standards, with the exception of Lot 2 exceeding the maximum lot depth as noted in the staff report in Exhibit A.

### **Policy Considerations**

- Staff does not believe that approval of this Final Plat request will have any negative impact to current policy.

### **Staff Recommendation**

- Staff recommends approval of the Final Plat.



**AN ORDINANCE APPROVING A FINAL PLAT FOR BAYS PLACE, A TWO-LOT SUBDIVISION LOCATED AT 1208-1210 S. CEDAR STREET IN THE CITY OF BELTON, MISSOURI.**

**WHEREAS**, the property owners, Donald and Martin Bays, have requested approval of a Final Plat for Bays Place, a two-lot subdivision at 1208-1210 S. Cedar Street; and

**WHEREAS**, the Planning Commission reviewed and approved a Preliminary Plat for the two-lot subdivision and recommended approval of a Final Plat for the two-lot subdivision on August 15, 2023; and

**WHEREAS**, the Belton Planning Commission voted to recommend approval of the Final Plat application to the City Council by a 5-0 vote.

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

**Section 1.** The City Council of the City of Belton hereby approves the Final Plat for Bays Place as legally described in the Final Plat document attached in **Exhibit A**.

**Section 2.** Approval of the Final Plat is subject to the following conditions and all other items referenced in the staff report and supporting documentation attached as **Exhibit A**:

1. The preliminary and final plat for Bays Place by Huffman Land Surveyors is approved as submitted.
2. The final plat shall be recorded within one year of City Council approval or the approval of the plat shall be considered null and void.

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

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

READ FOR THE FIRST TIME: August 22, 2023

READ FOR THE SECOND TIME AND PASSED:

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

Approved this \_\_\_\_ of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

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 introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023, and thereafter adopted as Ordinance No. 2023-\_\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023, after the second reading thereof by the following vote, to-wit:

AYES:                   COUNCILMEMBER:

NOES:                   COUNCILMEMBER:

ABSENT:                COUNCILMEMBER:

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



**CITY OF BELTON**  
 DEPARTMENT OF PLANNING & BUILDING  
 City Hall Annex: 520 Main St, Belton, MO 64012  
 816-331-4331 | www.Belton.org

# PLANNING APPLICATION STAFF REPORT

PLANNING COMMISSION: AUGUST 15<sup>th</sup>, 2023

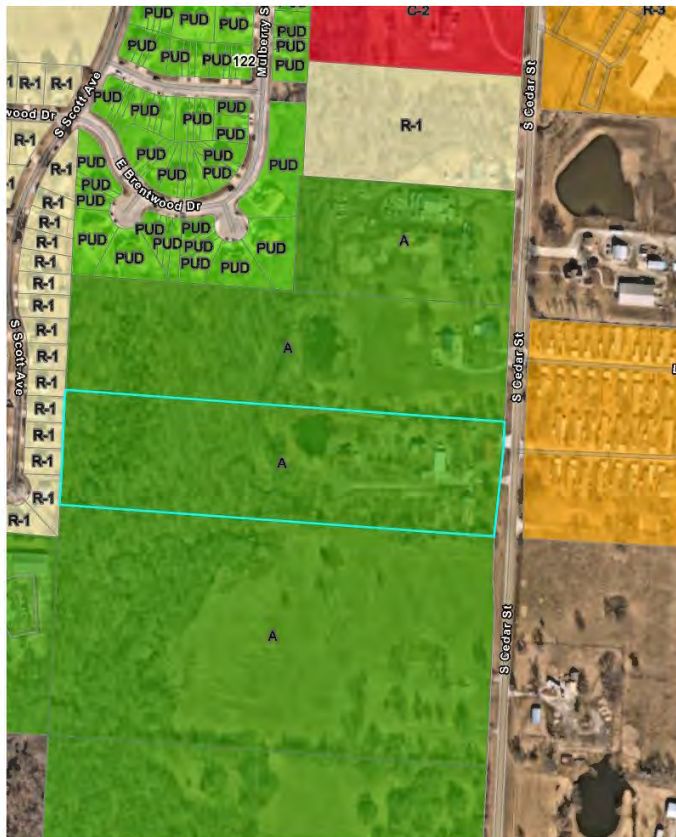
## PROJECT: 1208 S CEDAR ST - BAYS PLACE

### SITE LOCATION: PROJECT REQUEST:

Southwest corner of S Cedar St and Leisure Ln. (1208 S Cedar St)      Rezoning, Preliminary & Final Plat

### APPLICATION:

**Property Owner** – Donald Bays, Martin Bays, and Karl Bays  
**Applicant** – Karl Bays  
**Surveyor** - Huffman Land Surveyors / Mike Huffman



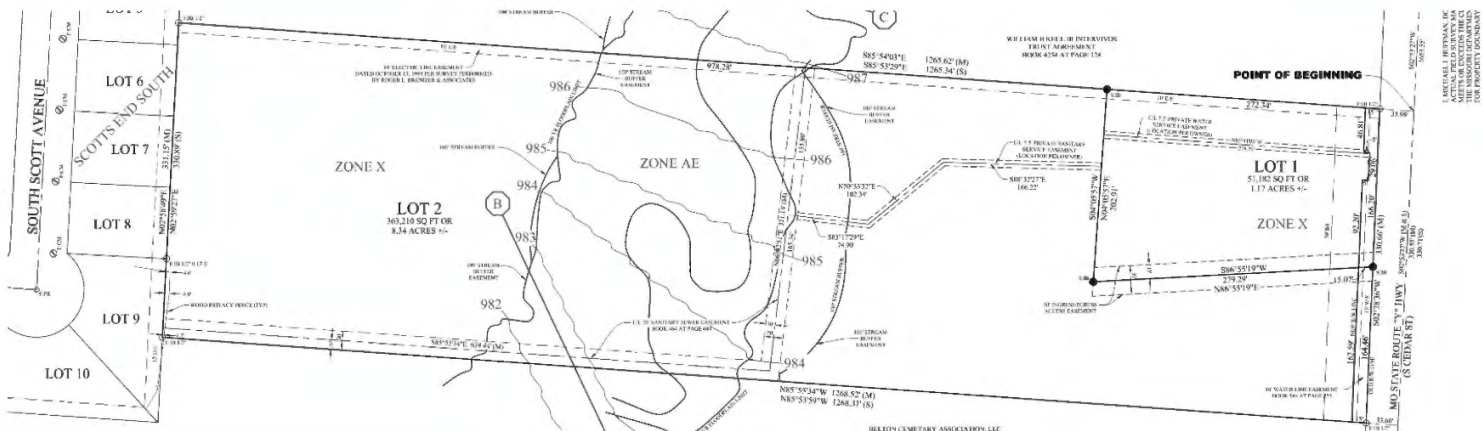
## PROJECT SUMMARY

### CURRENT ZONING/USE: PROPOSED USE:

A Agricultural / Single-Family Residential      Single-Family Residential

### PROPOSED DEVELOPMENT: LAND AREA:

Plat a 9.62 acre property into 2 lots; Lot 1 being 1.23 acres and rezoned to R-1 Single-Family Residential and Lot 2 being 8.39 acres that would remain Agricultural      9.62 Acres (Lot 1: 1.23 acres; Lot 2: 8.39 acres)



## STAFF RECOMMENDATION

**STAFF RECOMMENDS APPROVAL SUBJECT TO CONDITIONS**

## BACKGROUND & DEVELOPMENT STANDARDS

An application was filed by Karl Bays to plat and subdivide their property into two smaller lots, where Lot 1 is proposed to be rezoned from A agricultural to R-1 Single-Family to allow for a smaller lot size. Lot 1 would include 1.23-acres and Lot 2 8.39-acres. The property was not previously platted, and there are currently two houses located on what is currently one parcel. Creating two lots would allow each house to exist on their respective lots. The property is currently zoned A Agricultural and is proposed to be used for single-family residential.

*The site is subject to compliance with the R-1 (Single-Family Residential) Standards of the Unified Development Code (UDC) with the rezoning request: The R-1 zoning district permits the platting of lots smaller than 5 acres.*

DIMENSIONAL STANDARDS	Proposed Zoning	Current Zoning
	R-1 Zoning Requirements	Agricultural Zoning Requirements
Min. lot area	8,400 sqft	5 acres
Min. lot width (ft)	70	120
Min. lot depth (ft)	120	120
Front Yard	30	30
Rear Yard	20	30
Side Yard	10	15
Max. Building Coverage	25%	25%

## PROPOSED PRELIMINARY & FINAL PLAT

The Preliminary and Final Plat are requested to be approved together.

**LOTS & BLOCKS:** The plat includes one single-family residential lot (Lot 1) and one agricultural lot (Lot 2). Lot 1 meets the 8,400 sqft (0.19 acres) minimum for the R-1 zoning district, as well as Lot 2, which exceeds the 5-acre minimum for Agriculture. The lots do not meet the requirement that the maximum depth of residential lots shall not exceed 2½ times the width, however, with the property being zoned agricultural, the lots are consistent with surrounding properties and meet the intent of the UDC. The plat meets all additional requirements of Section 36-35, Minimum Design Requirements, of the Unified Development Code.

**ACCESS/STREETS:** The plat includes the necessary available access to S Cedar St., which includes two access points for Lot 1, and a shared drive for Lot 2.

**EASEMENTS/ROW:** The preliminary and final plat includes locations and appropriate language for public utility easements, the 30' building setback requirement, as well as the 20' additional ROW dedication. Due to the existing placement of the residence on Lot 1, 5' of ROW was retained around the perimeter of the residence to allow it to remain outside of the ROW and not trigger an encroachment agreement.

**GENERAL PLAT INFORMATION:** The plat includes all required general information including the legal description, lot numbers and dimensions, right-of-way designation, signature certificates, and surveyor credentials.



## **STAFF RECOMMENDATION**

The staff recommends approval of the application for a Rezoning for the 1.23 +/- acre lot as proposed (Bays Place, Lot 1). The rezoning request complies with the findings of fact in Section 20-3 (a) of the Unified Development Code for a rezoning.

The staff recommends approval of the application for a Preliminary and Final Plat for Bays Place as shown in the attached documents. The plat meets all platting requirements of Section 36-34 and 36-35 of Unified Development Code.

The recommendation for preliminary and final plat approval are subject to the following conditions:

1. The preliminary and final plat for Bays Place by Huffman Land Surveyors is approved as submitted.
2. The final plat shall be recorded within one year of City Council approval or the approval of the plat shall be considered null and void.

### **PLANNING COMMISSION ALTERNATIVES**

1. Motion to **recommend approval of** a Preliminary and Final Plat for Bays Place.
2. Motion to **recommend denial of** a Preliminary and Final Plat for Bays Place.
3. Motion to continue the application for further information.

### **ATTACHMENTS**

1. Narrative – 1 page
2. Preliminary Plat – 1 page
3. Final Plat – 1 page

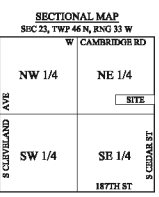
Tract A: We would like to split and rezone to R1. 1.23 acres off the 9.62 acres.

Leaving the remaining 8.39 acres known as 1210 S Cedar St (Tract B) zoned as Agriculture.

We would like to keep Tract A, known as 1208 S Cedar St and Tract B, known as 1210 S Cedar St to be sold.

# FINAL PLAT BAYS PLACE

A TRACT OF LAND LOCATED IN THE  
NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 46 NORTH, RANGE 33 WEST  
BELTON, CASS COUNTY, MISSOURI



**ORDERED BY**  
EARL BAYS  
1208 S CEDAR ST  
BELTON, MO 64012  
MOBILE: (816) 626-4080

**TITLE COMMITMENT**  
NO TITLE COMMITMENT WAS PROVIDED  
AT THE TIME OF THIS SURVEY.

**FLOOD STATEMENT**

THE LAND DESCRIBED FALLS WITHIN ZONES AB AND  
"A" AREAS DETERMINED TO BE OUTSIDE THE 0.2%  
ANNUAL CHANCE FLOOD PLAIN PER FLOOD  
INSURANCE RATE MAP (FIRM)  
CASS COUNTY, MISSOURI  
FIRM NO. 1602400  
MAP NUMBER: 20070010F  
EFFECTIVE DATE: JANUARY 2, 2013

**DRHD REFERENCE:**  
BENEFICIARY DEED RECORDED ON FEBRUARY 21,  
2012 AS FILE NUMBER 48378 IN BOOK 353 AT  
PAGE 203.

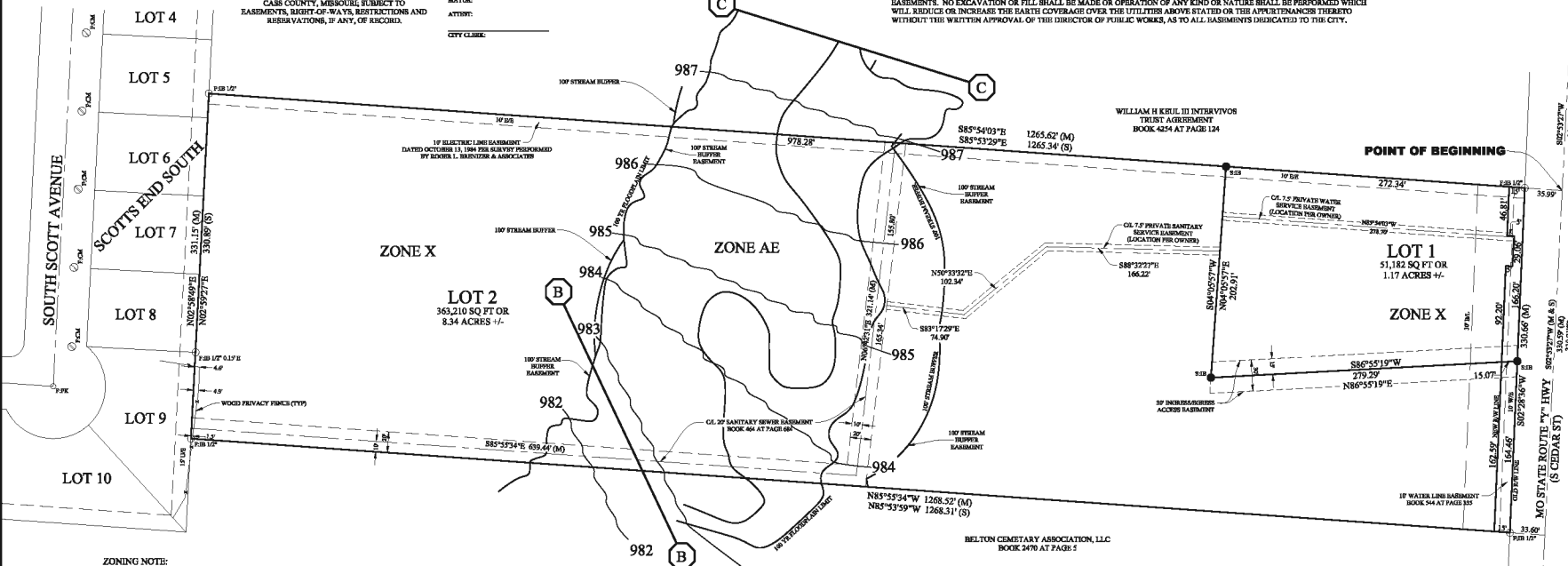
THE SOUTH HALF OF THE NORTH HALF OF THE  
SOUTHEAST QUARTER OF THE NORTHEAST  
QUARTER OF SECTION 23, TOWNSHIP 46, RANGE 33,  
CASS COUNTY, MISSOURI, SUBJECT TO  
BASEMENTS, RIGHT-OF-WAYS, RESTRICTIONS AND  
ABBREVIATIONS, IF ANY, OF RECORD.

**BASEMENT EASEMENT MAINTENANCE:** AREAS DESIGNATED AS BASEMENT EASEMENTS SHALL BE MAINTAINED BY THE PROPERTY OWNER.  
**STREETS:** STREETS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED FOR PUBLIC USE AS STREET RIGHT-OF-WAY, ARE HEREBY SO DEDICATED.  
**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 THEREBY.

**CITY PLANNING COMMISSION:**  
THIS PLAT OF "BAYS PLACE" HAS BEEN SUBMITTED TO AND APPROVED BY THE BELTON CITY PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.  
**CHAIRMAN:** \_\_\_\_\_ **SECRETARY:** \_\_\_\_\_  
**NATURAL:** \_\_\_\_\_  
**ATTORNEY:** \_\_\_\_\_  
**CITY CLERK:** \_\_\_\_\_

**DEDICATION:** THE UNDERSIGNED PROPRIETOR(S) OF THE REAL ESTATE DESCRIBED HEREIN HAVE CAUSED THE SAME TO BE SURVEYED IN THE MANNER SHOWN ON THIS PLAT, WHICH SURVEY AND PLAT SHALL HEREAFTER BE KNOWN AS "BAYS PLACE". IT SHALL BE SUFFICIENT DESCRIPTION OF EACH LOT PLATTED HEREON TO BE DESIGNATED BY THE NUMBER WHICH APPEARS ON EACH LOT FOLLOWED BY THE WORDS "BAYS PLACE".

**BASEMENT DEDICATION:** AN BASEMENT IS HEREBY GRANTED TO BELTON, MISSOURI, FOR THE PURPOSE OF LOCATING, CONSTRUCTING, OPERATING AND MAINTAINING FACILITIES FOR WATER, GAS, ELECTRICITY, SEWAGE, TELEPHONE, CABLE TV AND SURFACE DRAINAGE INCLUDING, BUT NOT LIMITED TO, UNDERGROUND PIPES AND CONDUITS, PAD MOUNTED TRANSFORMERS, SERVICE PEDIESTALS, ANY OR ALL OF THEM UPON, OVER, UNDER AND ALONG THE STRIPS OF LAND DESIGNATED UTILITY BASEMENTS (UB). THESE UTILITY BASEMENTS ARE DESIGNATED FOR A PARTICULAR PURPOSE, THE USE THEREOF SHALL BE LIMITED TO THAT PURPOSE ONLY. ALL THE ABOVE BASEMENTS SHALL BE KEPT FREE FROM ANY AND ALL OBSTRUCTIONS WHICH WOULD INTERFERE WITH THE CONSTRUCTION OR RECONSTRUCTION AND PROPER, SAFE AND CONTINUOUS MAINTENANCE OF THE ABOVE SAID LINES AND SPECIFICALLY THERE SHALL NOT BE BUILT THEREON OR THEREOVER ANY STRUCTURES (EXCEPT DRIVEWAYS, PAVED AREAS, GRASS, SHRUBS AND FENCES) WITH THE EXCEPTION OF DRAINAGE BASEMENTS (DB) WHICH NO FENCES SHALL BE ERECTED NOR SHALL THERE BE ANY OBSTRUCTION TO INTERFERE WITH THE AGENTS AND EMPLOYEES OF BELTON, MISSOURI AND ITS FRANCHISED UTILITIES FROM GOING UPON SAID BASEMENT AND AS MUCH OF THE ADJOINING LANDS AS MAY BE REASONABLY NECESSARY IN UNDERTAKING THE RIGHTS GRANTED BY THIS BASEMENTS. NO EXCAVATION OR FILL SHALL BE MADE OR OPERATION OF ANY KIND OR NATURE SHALL BE PERFORMED WHICH WILL REDUCE OR INCREASE THE EARTH COVERAGE OVER THE UTILITIES ABOVE STATED OR THE APPURTENANCES THERE TO WITHOUT THE WRITTEN APPROVAL OF THE DIRECTOR OF PUBLIC WORKS, AS TO ALL BASEMENTS DESIGNATED TO THIS CITY.

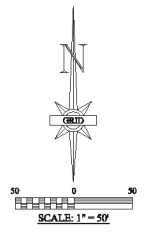


**ZONING NOTE:**  
PROPERTY ZONED AS AGRICULTURAL.  
NEW ZONING FOR LOT 1, TO BE RESIDENTIAL AND FOR LOT 2, TO REMAIN AGRICULTURAL.

**SURVEYOR'S NOTE:**  
REFERENCED PLAT OF SURVEY PERFORMED BY ROGER L. BRENZER & ASSOCIATES, INC. RECORDED UNDER NUMBER 11, 2001, AS DOCUMENT NO. 3061M2, IN BOOK 3001, AT PAGE 2, FITTED IN CASS COUNTY SURVEYOR RECORD BOOK 4 AT PAGE 2.

**BASIS OF BEARING:**  
COORDINATES SHOWN ARE NAD83 MISSOURI WEST ZONE (U.S. SURVEY FEET) DERIVED FROM CONTROL STATION CA-26 USING TRIMBLE GPS EQUIPMENT. THIS STATION HAS BEEN DISTURBED BY UTILITY CONSTRUCTION. HUFFMAN LAND SURVEYORS ADJUSTED THE COORDINATES BY LOCALIZING ON THE SURROUNDING CONTROL STATIONS OF CA-04, CA-27 AND CA-52.

GRID FACTOR = 0.9998954  
RECIPROCAL = 1.0001046  
STATION CA-26 ADJUSTED STATE PLANE COORDINATES  
(FOR REFERENCE ONLY)  
NORTHING = 958462.471  
EASTING = 274596.264  
ELEVATION = 1068.94



- LEGEND:**
- ⊕ FOUND IRON BAR
  - ⊙ FOUND CURB MARK
  - ⊙ FOUND PCK/MAG NAIL
  - ⊕ SET 1/2" IRON BAR W/CAP 1.5-2.25"
  - ⊕ FIRE HYDRANT
  - ⊕ POWER POLE
  - ⊕ SANITARY SEWER CLEANOUT
  - ⊕ SANITARY SEWER MANHOLE
  - ⊕ WATER METER
  - ⊕ WATER VALVE
  - ⊕ BROKEN SCALE
  - M MEASURED
  - S SURVEY PERFORMED BY ROGER L. BRENZER

**INGRESS/EGRESS ACCESS EASEMENT:** A 30 FEET INGRESS/EGRESS ACCESS EASEMENT WILL BE GRANTED WITH THIS PLAT OF "BAYS PLACE" FOR THE PURPOSE OF BOTH TRACTS TO UTILIZE THE EXISTING DRIVEWAY.

**STREETS:** STREETS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED FOR PUBLIC USE AS STREET RIGHT-OF-WAY, ARE HEREBY SO DEDICATED.  
**IN TESTIMONY WHEREOF:** THE UNDERSIGNED OWNERS HAVE SUBSCRIBED THEIR NAMES ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

MARTIN L. BAYS - OWNER  
DONALD G BAYS - OWNER

STATE OF MISSOURI )  
COUNTY OF CASS ) SS

BE IT REMEMBERED THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME MARTIN L. BAYS, OWNER, AND DONALD G BAYS, OWNER, TO ME PERSONALLY KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME. IN TESTIMONY WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY NOTARY SEAL THE DAY AND YEAR ABOVE WRITTEN.

MY COMMISSION EXPIRES: \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

**LAND DESCRIPTION:**  
ALL THAT PART OF SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 46, RANGE 33, IN BELTON, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER, THENCE SOUTH 0°33'27" WEST, ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 165.53 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREBY DESCRIBED; THENCE CONTINUING SOUTH 02°33'27" WEST, ALONG SAID EAST LINE, A DISTANCE OF 310.59 FEET; THENCE NORTH 87°54' WEST, A DISTANCE OF 192.12 FEET; THENCE NORTH 0°25' 49" EAST, A DISTANCE OF 231.15 FEET; THENCE SOUTH 87°54' 03" EAST, A DISTANCE OF 190.61 FEET TO THE POINT OF BEGINNING, CONTAINING 9.99 ACRES, MORE OR LESS.

SOUTHEAST CORNER, NORTHEAST QUARTER,  
SEC. 23, TWP. 46 N, RANG. 33 W

NORTHEAST CORNER, NORTHEAST QUARTER,  
SEC. 23, TWP. 46 N, RANG. 33 W

MO STATE ROUTE "Y" HWY (S CEDAR ST)

I, MICHAEL J. HUFFMAN DO HEREBY CERTIFY THAT THE ABOVE PLAT OF SURVEY IS BASED ON AN ACCURATE SURVEY OF THE LAND DESCRIBED AND THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE MISSOURI DEPARTMENT OF AGRICULTURE AND SURVEY PROGRAM, AND MEASUREMENTS WERE MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND UNDER MY DIRECT SUPERVISION BY A LICENSED PROFESSIONAL ENGINEER, LAND SURVEYOR AND LANDSCAPE ARCHITECT. FURTHER, CERTIFY THAT I HAVE COMPLIED WITH ALL STATUTE, ORDINANCE AND REGULATORY GOVERNING THE PRACTICE OF LAND SURVEYING AND THE PREPARATION OF THIS PLAT.

**HUFFMAN LAND SURVEYORS, LLC**  
PO Box 061  
Belton, MO 64012  
Phone: (816) 922-4544  
Email: huffman@huffmanland.com  
Corporation License 2019002651



**DRAWN BY:** RUS  
**CHECKED BY:** MJE  
**DATE:** JUNE 26, 2023  
**SCALE:** 1" = 50'  
**SHEET 1 OF 1**

**BAYS PLACE FINAL PLAT**  
T46 R33 S23 Y HWY BAYS  
1208 & 1210 S CEDAR ST  
BELTON, MO 64012



## R2023-88 COUNCIL ACTION REPORT

**Title:** Formal Acceptance of Southview Commerce Center 4<sup>th</sup> Plat Public Infrastructure

**Agenda Date:** August 22, 2023

**Presented by:** Greg Rokos, Assistant City Manager

---

### Background

- Chapter 36, Article 5, Section 36-111. Acceptance of Improvements. (b.) states; Upon the determination by the City Council, after consideration of the opinion of the building inspector that there are no defects, deficiencies, or deviations in the improvements, and that all improvements have been installed in conformance with the approved engineering drawings, and with the requirements of these regulations, the City Council shall by resolution or by letter, respectively, formally accept such improvements. The improvements shall become the property of the City Council or appropriate utility company involved.

### Financial/Budget Considerations

- There are no Financial or Budget Considerations relating to this resolution.

### Legal Considerations

- There are no Legal Considerations relating to this resolution.

### Policy Considerations

- There are no Policy Considerations relating to this resolution.

### Staff Recommendation

- Staff recommends approval of the proposed resolution.



**R2023-88**

**A RESOLUTION FORMALLY ACCEPTING THE SOUTHVIEW COMMERCE CENTER 4<sup>TH</sup> PLAT NEW PUBLIC INFRASTRUCTURE OF 782 FEET OF SANITARY SEWER; 2,252 FEET OF 8” WATERLINE; 1,652 FEET OF 12” WATERLINE; AND A TWO-YEAR MAINTENANCE BOND IN THE AMOUNT OF \$778,189.76.**

**WHEREAS**, Section 36-111 of the Unified Development Code provides for formal acceptance of public improvements by the City of Belton; and

**WHEREAS**, Southview Commerce Center 4<sup>th</sup> Plat new public infrastructure was installed, inspected, and tested per City of Belton standards including 782 feet of sanitary sewer; 2,252 feet of 8” waterline; and 12” waterline. The City has received a two-year maintenance bond for the above-mentioned new public infrastructure in the amount of \$778,189.76.

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

**SECTION 1.** That the Southview Commerce Center 4<sup>th</sup> Plat sanitary sewer and waterlines are hereby formally accepted by the City of Belton and shall become the property of the City.

**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

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 introduced at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and adopted at a meeting of the City Council held the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote, to-wit:

AYES:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:

---

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



*CITY OF BELTON – PUBLIC WORKS  
MEMORANDUM*

---

**PUBLIC WORKS**

**Date:** July 31, 2023  
**To:** Greg Rokos, Assistant City Manager  
**From:** Ronald Raines, Public Works Senior Engineering Technician  
**Subject:** Southview Commerce Center 4<sup>th</sup> Plat Public Infrastructure Acceptance

---

The Public Infrastructure for Southview Commerce Center 4<sup>th</sup> Plat Subdivision is complete. These public improvements consist of 782 feet of Sanitary Sewer, 2,252 feet of 8” waterline, and 1,652 feet of 12” waterline. These improvements have been installed, inspected, and tested per City of Belton standards. We have received maintenance bonds for the above-mentioned public improvements in the amount of \$778,198.76.

These improvements are ready for formal acceptance by the City Council.

# SVCC Building 4 - Accepted Infrastructure







## R2023-89 COUNCIL ACTION REPORT

**Title:** Audit Engagement Letter FY23 with BT&Co.  
**Agenda Date:** August 22, 2023  
**Presented by:** Joe Warren, City Manager

---

### Background

- With the turnover in administration and then the associated turnover in the finance department, the City fell behind its audit schedule beginning with FY22.
- The FY22 audit was begun in November of 2022, but the current firm has been unable to complete the audit to date and is now expecting it to be September before they can fully dedicate staff toward its completion.
- A normal audit process is 2-3 months from beginning to final report.
- Under most circumstances, and according to our finance policies, we would put these services out to an open bid process.
- Since FY22 is not yet completed, the City is now behind on the FY23 audit as well.
- FY23 audit cannot commence until the FY22 audit is completed.
- The City Manager had worked with the firm BT&Co. while working with his previous employer at the City of Atchison. BT&Co. was always timely, professional, and fair in dealing with Atchison's audits and Atchison has successfully earned the GFOA Certificate of Achievement for Excellence in Financial Reporting while working with BT&Co.
- Given the emergency nature of our audit situation, staff is asking Council to consider skipping the bid process for a short, 2-year agreement with BT&Co. to get us caught up for FY23 and also do FY24.
- BT&Co. informed staff that to only do one audit before going out to bid would require the firm to accelerate firm staff commitment amortization into one billing cycle, which would result in an expensive audit for FY23. A 2-year agreement would allow the firm to amortize staff expense over two years, which would bring the costs of the audits into line with what the City is currently paying for these services.
- If for some reason the FY22 audit is not completed by our current firm in the next couple months, BT&Co. is prepared to engage for that year's reporting as well.

### Financial/Budget Considerations

- The fee for the FY23 audit is \$62,000 for the comprehensive audit, with an added expense of \$5,000 for any single audits necessary. A single audit of federal expenditures is expected to be necessary for FY23, so that would bring the total to \$67,000.





- By comparison, our audit for FY22 with our current firm is at the rate of \$65,000 for the comprehensive audit with a \$2,000 fee for single audits (\$67,000).

### **Legal Considerations**

- Council has the legal authority to approve purchases outside the scope of financial policies under special circumstances.
- The resolution has been reviewed by the city attorney.

### **Policy Considerations**

- This resolution is for the FY23 audit only. An engagement letter for FY24 would come before the council prior to the beginning of that year's audit.
- The last step in bringing the finances in order is completing external audits to ensure that the City is following generally accepted financial practices and reporting norms.
- Without up-to-date audit reports, the City is unable to engage in any major debt financing efforts, especially the letting of General Obligation or other bonds – our credit rating would be adversely effected without current audit statements.
- Once the City is caught up with its audits, staff will prepare an RFP for audit services for FY25.

### **Staff Recommendation**

- Staff recommends approval of the resolution and the engagement with BT&Co. for the FY23 audit.

**R2023-89**

**A RESOLUTION APPROVING THE ENGAGEMENT OF BT&CO. TO AUDIT THE CITY FINANCIAL RECORDS FOR FISCAL YEAR 2023.**

**WHEREAS**, the City of Belton Charter Section 3.12 requires an independent audit of all city accounts and management report at least once a year in accordance with generally accepted accounting principals; and

**WHEREAS**, the Federal government requires recipients of Federal grants of at least \$750,000 in a single fiscal year to receive an OMB A-133 compliance audit; and

**WHEREAS**, the City of Belton has yet to receive the FY2022 competed audit from its currently contracted firm and is already late in completing the FY2022 and FY2023 audits; and

**WHEREAS**, BT&Co. has an exceptional reputation in the field and is willing to schedule the FY2023 audit on short notice and out of sync with its normal audit calendar; and

**WHEREAS**, the City of Belton needs to urgently complete the FY2023 audit as soon as the FY2022 audit is completed.

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

**Section 1.** That the engagement letter of BT&Co. to conduct the FY2023 City audit and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, when required, is hereby approved. A copy of the engagement letter is attached as **Exhibit A** and considered part of this resolution.

**Section 2.** That the City Manager is hereby authorized and directed to execute the letter on behalf of the City.

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

Duly read and passed this 22<sup>nd</sup> day of August, 2023.

\_\_\_\_\_  
Mayor Norman K. Larkey Sr.

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was introduced at a meeting of the City Council held on the \_\_\_ day of \_\_\_\_\_, 2023 and adopted at a meeting of the City Council held the \_\_\_ day of \_\_\_\_\_, 2023 by the following vote, to wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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



Certified Public Accountants

August 14, 2023

Mr. Joe Warren  
City Manager  
City of Belton, Missouri  
506 Main Street  
Belton, Missouri 64012

### The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the City of Belton, Missouri's (the City) governmental activities, business-type activities, each major fund, and aggregate remaining fund information as of and for the year ended March 31, 2023 which collectively comprise the basic financial statements. We will also apply certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America and will report on whether supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We are pleased to confirm our understanding of this audit engagement by means of this letter. Our acceptance of this engagement is subject to our satisfactorily completing our normal engagement acceptance procedures, including review of the audit documentation of your previous auditors. We will notify you promptly if we become aware of anything during our acceptance procedures or the review of audit documentation that results in our not being able to continue this engagement.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* issued by the Comptroller General of the United States (GAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

An Independently Owned Member, RSM US Alliance

RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM International.



Mr. Joe Warren  
City Manager  
City of Belton, Missouri  
Page 2

You have also requested that BT&Co., P.A. perform the audit of the City as of March 31, 2023 to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the Uniform Guidance).

### **The Responsibilities of the Auditor**

We will conduct our audit in accordance with GAAS, GAS, the Uniform Guidance, and the U.S. Office of Management and Budget's (OMB) Compliance Supplement. Those standards or guides require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, GAS, and the Uniform Guidance, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

We will communicate to the City Council (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial





Mr. Joe Warren  
City Manager  
City of Belton, Missouri  
Page 3

statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We are responsible for the compliance audit of major programs under the Uniform Guidance, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our report on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and regulations identified above. Our report on compliance matters will address material errors, fraud, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants and GAS.

### **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Management is responsible for:

1. Identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

Management is responsible for the preparation of the required supplementary information which accounting principles generally accepted in the United States of America (U.S. GAAP) require to be presented to supplement the basic financial statements. Management is also responsible for the preparation of the supplementary information presented in relation to the financial statements as a whole in accordance



Mr. Joe Warren  
City Manager  
City of Belton, Missouri  
Page 4

with U.S. GAAP. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The City Council is responsible for informing us of its views about the risks of fraud, waste or abuse within the City, and its knowledge of any fraud, waste or abuse or suspected fraud, waste or abuse affecting the City.

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP);
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For establishing and maintaining effective internal control over financial reporting, and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
5. For report distribution; and
6. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
  - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
  - c. Additional information that we may request from management for the purpose of the audit; and



Mr. Joe Warren  
City Manager  
City of Belton, Missouri  
Page 5

- d. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Arrangement Letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Because the audit will be performed in accordance with the Single Audit Act and the Uniform Guidance, management is responsible for (a) identifying all federal awards received and expended; (b) preparing and the fair presentation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with Uniform Guidance requirements; (c) internal control over compliance; (d) compliance with federal statutes, regulations, and the terms and conditions of federal awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; (g) timely and accurate completion of the data collection form and (h) submitting the reporting package and data collection form.

### **Reporting**

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment,



Mr. Joe Warren  
City Manager  
City of Belton, Missouri  
Page 6

prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In addition to our report on the City's financial statements, we will also issue the following reports:

1. A report on the fairness of the presentation of the City's schedule of expenditures of federal awards for the year ending March 31, 2023;
2. Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;
3. Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance;
4. An accompanying schedule of findings and questioned costs.

### **Records and Assistance**

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with Casey Koehn, Finance Director. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

### **Nonaudit Services**

In connection with our audit, you have requested us to perform certain nonaudit services:

- 1) Preparing the financial statements and note disclosures.
- 2) Assistance with the Federal Audit Clearinghouse submission.
- 3) Preparing journal entries.

GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the City, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes,



Mr. Joe Warren  
City Manager  
City of Belton, Missouri  
Page 7

either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The City has agreed that Casey Koehn, Finance Director, possesses suitable skill, knowledge or experience and that the individual understands the non-audit services to be performed sufficiently to oversee them. Accordingly, the management of City agrees to the following:

1. The City has designated Casey Koehn, Finance Director, as a senior member of management who possesses suitable skill, knowledge and experience to oversee the services;
2. Casey Koehn, Finance Director, will assume all management responsibilities for subject matter and scope of the non-audit services;
3. The City will evaluate the adequacy and results of the services performed; and
4. The City accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the City's management and those charged with governance of the objectives of the non-audit services, the services to be performed, the City's acceptance of its responsibilities, the auditors' responsibilities and any limitations of the non-audit services. We believe this Arrangement Letter documents that understanding.

#### **Other Relevant Information**

In accordance with GAS, a copy of our most recent peer review report is enclosed for your information.

#### **Fees and Costs**

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement plus directly billed expenses. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from City personnel;
2. Timely responses to our inquiries;
3. Timely completion and delivery of client assistance requests;
4. Timely communication of all significant accounting and financial reporting matters;
5. The assumption that unexpected circumstances will not be encountered during the engagement.





Mr. Joe Warren  
City Manager  
City of Belton, Missouri  
Page 8

If any of the aforementioned criteria are not met, then fees may increase. We propose that our fee for this audit engagement, which includes out-of-pocket expenses, will be \$ 62,000. Should a single audit be required, the fee will be an additional \$ 5,000 per major program. The quoted fee for the year ended March 31, 2023 will be the maximum for the work described in this letter unless the scope of the engagement is changed, the assistance which the City has agreed to furnish is not provided, or unexpected conditions are encountered. No changes will be made in the maximum agreed to amount without discussion with you regarding the proposed change. All other provisions of this letter will survive any fee adjustment. No changes will be made to the fee without discussion with you regarding the proposed change. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

In accordance with our policy, a finance charge of 1% per month will be applied to balances that are over 60 days old. Payments will be applied first to the accrued finance charges and then to outstanding invoices.

#### **Use of Subcontractors and Third-Party Products**

From time to time and depending upon the circumstances, we may, in our sole discretion, use qualified third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Personal Information or Confidential Information (as both terms are defined below) to them. You hereby consent to us sharing your information, including Confidential Information and Personal Information, with these third-party service providers on the same basis as we would be permitted to share information with one of our employees; provided that such recipients are bound by written obligations of confidentiality that are as protective of your Confidential Information as the confidentiality terms set forth herein. You acknowledge and agree that our use of a third-party service providers may involve the processing, input, disclosure, movement, transfer, and storage of your information and data outside of our technology infrastructure.

We also may provide services to you using certain third-party hardware, software, software services, managed services (including, but not limited to, web hosting, data security, data back-up, email security, or similar services subject to direct end-user or subscription agreements), applications, and equipment (collectively, "Third-Party Products"). You acknowledge that your or our use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by you to us, including Personal Information and Confidential Information, within the Third-Party Product's infrastructure and not ours, and that the terms of use and service set forth in the end-user license, subscription, or other agreement with the licensor of such Third-Party Product, including, but not limited to, applicable laws, will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.



Mr. Joe Warren  
City Manager  
City of Belton, Missouri  
Page 9

You acknowledge that your or our use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from your or our use of a Third-Party Product.

**Use and Ownership; Access to Audit Documentation**

The Audit Documentation for this engagement is the property of BT&Co., P.A. For the purposes of this Arrangement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of BT&Co., P.A.'s audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by BT&Co., P.A. for the City under this Arrangement Letter, or any documents belonging to the City or furnished to BT&Co., P.A. by the City.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable BT&Co., P.A. policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter substantially in BT&Co., P.A.'s form. BT&Co., P.A. reserves the right to decline a successor auditor's request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

You acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the Audit Documentation upon their request and that we shall maintain the Audit Documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to the requested Audit Documentation will be provided under the supervision of BT&Co., P.A. audit personnel and at a location designated by our firm.



Mr. Joe Warren  
City Manager  
City of Belton, Missouri  
Page 10

### **Indemnification, Limitation of Liability, and Claim Resolution**

Because BT&Co., P.A. will rely on the City and its management and City Council to discharge the foregoing responsibilities, the City agrees to indemnify, hold harmless and release BT&Co., P.A. and its partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, Subcontractors, agents, representatives, successors, or assigns from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City's management.

The City and BT&Co., P.A. agree that no claim arising out of services rendered pursuant to this arrangement letter shall be filed more than the earlier of two years after the date of the audit report issued by BT&Co., P.A. or the date of this arrangement letter if no report has been issued. In no event shall either party be liable to the other for claims of punitive, consequential, special, or indirect damages. BT&Co., P.A.'s liability for all claims, damages and costs of the City arising from this engagement is limited to the amount of fees paid by the City to BT&Co., P.A. for the services rendered under this arrangement letter.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

The City and BT&Co., P.A. both agree that any dispute over fees charged by BT&Co., P.A. to the City will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by BT&Co., P.A., each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

### **Confidentiality**

BT&Co., P.A. and the City may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, BT&Co., P.A. and the City agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Arrangement Letter and for no other purpose or use. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, BT&Co., P.A. is permitted to disclose the City's Confidential Information to BT&Co., P.A.'s personnel, agents, and



Mr. Joe Warren  
City Manager  
City of Belton, Missouri  
Page 11

representatives for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Arrangement Letter.

As used herein, the term "Confidential Information" will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Confidential Information.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Arrangement Letter.

Notwithstanding the foregoing, in the event that the Receiving Party becomes legally compelled to disclose any of the Confidential Information of the Disclosing Party, or as may be required by applicable regulations or professional standards, the Receiving Party will use commercially reasonable efforts to provide the Disclosing Party with notice prior to disclosure, to the extent permitted by law.

### **Personal Information**

As used herein, the term "Personal Information" means any personal information that directly or indirectly identifies a natural person as may be defined by applicable privacy, data protection or cybersecurity laws, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, driver's license numbers or state-issued identification card numbers, credit or debit card numbers with or without any required security code, number or passwords, health information, and other personal



Mr. Joe Warren  
City Manager  
City of Belton, Missouri  
Page 12

information as defined by applicable laws, whether of the City or the City's customers or other third parties.

Each party agrees that it will not transmit to the other, in any manner, (i) Personal Information that is not needed to render the services hereunder, and (ii) Personal Information that has not been encrypted. In the event you transmit to us Personal Information in an unencrypted format or via unencrypted means, you agree that we have no obligation to notify you of the foregoing.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

We will use all such City-provided Personal Information, if at all, only for the purposes described in this Arrangement Letter. The parties agree that as part of the performance of the services as described in this Arrangement Letter, and as part of the direct business relationship between the parties, we may, at our election, use the Personal Information to improve the services and for other similar internal and business purposes. We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If we become aware of an unauthorized acquisition or use of City-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

#### **Retention of Records**

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Arrangement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.





Mr. Joe Warren  
City Manager  
City of Belton, Missouri  
Page 13

## **Termination**

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Arrangement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Arrangement Letter.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Arrangement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Arrangement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Arrangement Letter will no longer apply. In order for us to recommence work, the execution of a new Arrangement Letter will be required.

We may terminate this Arrangement Letter upon written notice if we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards.

The parties agree that those provisions of this Arrangement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Arrangement Letter.

## **Miscellaneous**

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.



Mr. Joe Warren  
City Manager  
City of Belton, Missouri  
Page 14

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend for us to be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing the City agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The City agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

BT&Co., P.A., our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. BT&Co., P.A. also has not performed any procedures relating to this [official statement] [memorandum].

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of your employment of one of our partners, principals or employees.

RSM US LLP will be available to support BT&Co., P.A. by rendering services related to the performance of the engagement. If a situation occurs in connection with the proposed engagement for which we would request the services of RSM US LLP, we will notify you and obtain permission from you before giving access to your records. We will maintain supervision, control and ultimate responsibility for the performance of this engagement.

BT&Co., P.A. is independently owned and operated and assumes full responsibility for the quality of service delivered to our clients. We are responsible for our own client fee arrangements and maintenance of our client relationships.

RSM US Alliance provides its members with access to resources of RSM US LLP. RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM US LLP and RSM International. RSM, the RSM logo and RSM US ALLIANCE are trademarks of RSM International Association or RSM US. The services and products provided by RSM US Alliance are proprietary to RSM US LLP.



Mr. Joe Warren  
City Manager  
City of Belton, Missouri  
Page 15

**Entire Agreement**

This Arrangement Letter constitutes the complete and exclusive statement of agreement between BT&Co., P.A. and the City, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Arrangement Letter.

If any term or provision of this Arrangement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Arrangement Letter may be amended or modified only by a written instrument executed by both parties.

**Electronic Signatures and Counterparts**

Each party hereto agrees that any electronic signature of a party to this Agreement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (a) to be “written” or “in writing,” (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, “electronic signature” includes, but is not limited to, (a) a scanned copy (as a “pdf” (portable document format) or other replicating image) of a manual ink signature, (b) an electronic copy of a traditional signature affixed to a document, (c) a signature incorporated into a document utilizing touchscreen capabilities or (d) a digital signature. This Arrangement Letter may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or “printouts,” of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this Arrangement Letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.



Mr. Joe Warren  
City Manager  
City of Belton, Missouri  
Page 16

**Acknowledgement and Acceptance**

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Very truly yours,

BT&CO., P.A.

Stacey A. Hammond  
Director

SAH:tls  
Enclosures  
Confirmed on behalf of the City of Belton, Missouri:

\_\_\_\_\_  
Joe Warren, City Manager

\_\_\_\_\_  
Date

A signed copy of this arrangement letter will be forwarded to the following pursuant to *Government Auditing Standards* Amendment No. 2, "Auditor Communication."

City Council  
Casey Koehn, Finance Director



THE FIRM FOR GROWTH.®

**Report on the Firm’s System of Quality Control**

November 17, 2020

To the Directors of  
BT&Co., P.A.  
and the Peer Review Committee of the Kansas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of BT&Co., P.A. (the firm) in effect for the year ended June 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

**Firm’s Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

**Peer Reviewer’s Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm’s compliance therewith based on our review.

**Required Selections and Considerations**

Engagements selected for review included an engagement performed under Government Auditing Standards, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of BT&Co., P.A. in effect for the year ended June 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. BT&Co., P.A. has received a peer review rating of *pass*.

*Brown Smith Wallace, LLP*

Brown Smith Wallace, LLP

AN INDEPENDENT FIRM ASSOCIATED WITH MOORE GLOBAL NETWORK LIMITED  
MEMBER AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS  
BROWN SMITH WALLACE IS A MISSOURI LIMITED LIABILITY PARTNERSHIP

**Minutes of the Belton City Council  
August 8, 2023  
City Hall Annex  
520 Main Street, Belton, Missouri**

Mayor Larkey called the public hearing to order at 6:01 p.m.

A public hearing will be held at 6:00 p.m., August 8, 2023, at Belton City Hall Annex, 520 Main Street, during which citizens may be heard regarding property tax rates proposed to be set by the City of Belton. The tax rates shall be set to produce the revenues required to support the budget for the fiscal year beginning April 1, 2023 and ending March 31, 2024. The rates are based upon the current assessed valuation figures as provided by the Cass County Assessor’s Office. Each tax rate is determined by dividing the amount of revenue, as authorized by the Missouri Constitution, by the current assessed valuation. This value is multiplied times 100 resulting in a tax rate expressed in cents per \$100 valuation.

Assessed Valuation (applies to calendar year 2023):  
(By Categories)

	<u>Current Tax Year 2023</u>	<u>Prior Tax Year 2022</u>
Real Estate	\$303,656,098	\$267,838,407
Personal Property	\$78,992,023	<u>\$67,966,855</u>
<b>Total Assessed Valuation</b>	<u>\$382,648,121</u>	<u>\$335,805,262</u>

Tax Levy (applies to City’s fiscal year):

	Property Tax FY2024 Budget	Proposed Tax Rate FY2024	Prior Year Tax Rate FY2023
General Fund	\$1,891,047	\$0.4942	\$0.4942
Parks & Recreation	\$841,443	\$0.2199	\$0.2199
Debt Service	<u>\$5,091,133</u>	<u>\$1.3305</u>	<u>\$1.3305</u>
<b>Total</b>	<u>\$7,823,623</u>	<u>\$2.0446</u>	<u>\$2.0446</u>

**NOTE:** Assessed valuation figures are subject to change as determined by the Cass County Assessor. These changes, should they occur, may impact the tax rates as shown above.

There was no one in the audience to speak. Being no further business, Mayor Larkey adjourned the public hearing and called the meeting to order at 6:02 p.m.

Councilmember Pryan led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Larkey, Dave Clark, Allyson Lawson, Chris Richardson, Rob Powell, James Pryan, Perry Gough, Angela Kraft



Councilmember absent: Bret White

Staff present: Joe Warren, City Manager; Greg Rokos, Assistant City Manager/Public Works Director; Andrea Cunningham, City Clerk; Matt Wright, Planning and Building Director; Padraic Corcoran, Attorney; Police Chief Scott Lyons; Fire Chief John Sapp; Casey Koehn, Finance Director

## PERSONAL APPEARANCES

Dennis Hull, 710 Lacy Lane, Code Enforcement Advisory Committee member, spoke on the Rental Inspection Program and advocated for the five-year inspection for long-term rentals.

Wanda Thompson, 1100 Main Street, Code Enforcement Advisory Committee member, spoke on the Rental Inspection Program and advocated to not have the five-year inspection for long-term rentals.

Joe Warren, City Manager, introduced Charlie Duber, Communications and Marketing Specialist.

## UNFINISHED BUSINESS

Andrea Cunningham, City Clerk, gave the final reading of Bill No. 2023-37: **An ordinance adding Article V to Chapter 10 of the Unified Development Code to implement a rental inspection program.**

Presented by Councilmember Clark, seconded by Councilmember Kraft. Councilmember Powell moved to amend Bill No. 2023-37 to change the definitions of Property Manager and Landlord to the following: Property Manager- *a person charged with operating a dwelling or dwelling unit and implementing City of Belton requirements when the landlord is unable or unavailable to personally attend to such details. The property manager must reside within 30 minutes of the dwelling or the dwelling unit.* Councilmember Powell would like to add to the definition of Landlord- *all landlords must employ a property manager if the landlord resides more than 30 miles of the dwelling or dwelling unit.* Councilmember Kraft seconded. There was discussion of the amendment and requiring a local property manager. Mr. Warren said staff has been looking at these changes, among others, for the new rental registration program coming to the City Council soon. Councilmembers Powell and Kraft withdrew their motion and will wait for the rental registration program changes. Councilmember Powell moved to amend Bill No. 2023-37 to add to section 10-142(a)(1) the sentence: *However, regardless of occupancy, at least one inspection shall be conducted every five years for long-term occupancies.* Councilmember Lawson seconded. Councilmember Powell said the Code Enforcement Advisory Committee and Planning Commission had recommended this. Councilmember Kraft said she was on the original committee whose intention was to have a mandatory inspection for everyone. Vote on the motion to amend failed with Councilmembers Pryan, Kraft, Powell, and Lawson voting in favor and Councilmembers Gough, Clark, Mayor Larkey, and Richardson voting against. Vote on the final reading was recorded:

Ayes: 5 Powell, Pryan, Kraft, Lawson, Mayor Larkey

Noes: 3 Richardson, Gough, Clark

Absent: 1 White

Bill No. 2023-37 was declared passed and in full force and effect as **Ordinance No. 2023-4796**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2023-38: **An ordinance amending Article XXI to Chapter 6 of the Code of Ordinances to implement a rental inspection program.**

Presented by Councilmember Lawson, seconded by Councilmember Kraft. Councilmember Powell said he was going to amend this ordinance, but staff is already working on it. Vote on the final reading was recorded:

Ayes: 5 Powell, Pryan, Kraft, Lawson, Mayor Larkey

Noes: 3 Richardson, Gough, Clark

Absent: 1 White

Bill No. 2023-38 was declared passed and in full force and effect as **Ordinance No. 2023-4797**, subject to Mayoral veto.

## NEW BUSINESS

Ms. Cunningham read Bill No. 2023-46: **An ordinance levying and fixing the rate of tax for municipal purposes, for the Park Fund, and for the Debt Service Fund for fiscal year 2024.**

Presented by Councilmember Lawson, seconded by Councilmember Kraft. Casey Koehn, Finance Director, discussed assessed valuation and the numbers in the ordinance vs. the numbers in the public hearing notice. Vote on the first reading was recorded with all present voting in favor. First reading passed.

Ms. Cunningham read Bill No. 2023-47: **An ordinance amending Sections 18-2; 40-1; 40-4; and Appendix A of the Unified Development Code related to the Old Town Belton Overlay District and Schedule of Fees.**

Presented by Councilmember Lawson, seconded by Councilmember Kraft. Matt Wright, Planning and Building Director, presented the Unified Development Code (UDC) text amendments. The Schedule of Fees amendment will remove Code of Ordinance fees from the UDC. Vote on the first reading was recorded with all present voting in favor. First reading passed.

Ms. Cunningham read Bill No. 2023-48: **An ordinance removing Appendix A, Part II, of the Code of Ordinances.**

Presented by Councilmember Lawson, seconded by Councilmember Kraft. Mr. Wright said the Schedule of Fees amendment will remove UDC fees from the Code of Ordinances. Vote on the first reading was recorded with all present voting in favor. First reading passed.

Ms. Cunningham read Bill No. 2023-49: **An ordinance approving the Eighteenth Amendment to the Old Town Belton Redevelopment Plan to approve the 314 Main Street Project as redevelopment project 2023-05 and to authorize tax abatement as described therein.**

Presented by Councilmember Lawson, seconded by Councilmember Kraft. Pursuant to RSMo 353.110.3(2), Mayor Larkey opened the public hearing at 6:43 p.m. to receive public comments. Mr. Wright presented information about the amendment. He asked for consideration of a double reading tonight so the applicant can move forward. There was no one else present to submit comments. Mayor Larkey closed the public hearing at 6:46 p.m. Vote on the first reading was

recorded with all present voting in favor. First reading passed. **Councilmember Lawson moved to hear the final reading.** Councilmember Pryan seconded. Vote to hear the final reading was recorded with all present voting in favor. Motion passed. The final reading was read. Presented by Councilmember Lawson, seconded by Councilmember Kraft. Vote on the final reading was recorded:

Ayes: 8 Lawson, Gough, Powell, Richardson, Pryan, Clark, Kraft, Mayor Larkey

Noes: 0

Absent: 1 White

Bill No. 2023-49 was declared passed and in full force and effect as **Ordinance No. 2023-4798**, subject to Mayoral veto.

Ms. Cunningham read Resolution No. R2023-81: **A resolution dedicating city staff to shorten turnaround timelines, and ensure processes are as efficient and expedient as possible to entice future development of single-family owner-occupied homes in the City of Belton, Missouri.**

Presented by Councilmember Lawson, seconded by Councilmember Kraft. Mr. Warren said there is a developer open house August 23. Vote on the resolution was recorded with all present voting in favor. Resolution passed.

Ms. Cunningham read Resolution No. R2023-82: **A resolution formally accepting the Center 301 Apartments new public infrastructure of 977 feet of sanitary sewer main and associated manholes and a two-year maintenance bond in the amount of \$197,472.00.**

Presented by Councilmember Lawson, seconded by Councilmember Kraft. Greg Rokos, Assistant City Manager/Public Works Director, said when a developer finishes a project the city accepts the infrastructure. Vote on the resolution was recorded with all present voting in favor. Resolution passed.

Ms. Cunningham read Resolution No. R2023-83: **A resolution approving the execution of an amendment to the agreement between City of Belton Fire Department (Belton Fire) and Public Consulting Group (PCG) for GEMT report processing.**

Presented by Councilmember Lawson, seconded by Councilmember Kraft. John Sapp, Fire Chief, said the department has not been happy with PCG, but needs a short extension of the contract to get the department through the fiscal year reporting. Vote on the resolution was recorded with all present voting in favor. Resolution passed.

Mayor Larkey noted there is a scrivener's error in the agenda packet as the Roman Numerals are not consistent. There is no error in the agenda itself.

## **CONSENT AGENDA**

Councilmember Lawson moved to approve the consent agenda consisting of a motion:

- **approving the Minutes of the July 25, 2023, City Council Meeting.**
- **authorizing the sale and disposition of surplus city inventory/personal property all in accordance with Section 2-991 of the Code of Ordinances, City of Belton, Missouri.**
- **Resolution R2023-84: A resolution approving the purchase of two (2) DJI M30 sUAS (drones) in the amount of \$35,082.98 from Unmanned Vehicle Technologies.**

- Resolution R2023-85: **A resolution approving the purchase of one (1) 2024 Ford Maverick from Joe Machens Ford in the not-to-exceed amount of \$27,080.00.**
- Resolution R2023-86: **A resolution approving the execution of an Ambulance Claims Review Agreement (agreement) between the Fire Department and EMS Financial Services.**
- Resolution R2023-87: **A resolution approving the execution of an agreement between the Belton Fire Department and Fitch & Associates, LLC for Ground Emergency Medical Transport Reimbursement Program report processing.**

Councilmember Kraft seconded. All present voted in favor. Consent agenda approved.

## **COMMUNICATIONS FROM CITY COUNCIL**

Councilmember Lawson gave a Park report

- The farmer’s market is on Thursdays
- Theatre in the park is this Friday and Saturday
- September 10 is Doggy Dip Day at the outdoor water park
- The contractors at Memorial Park and Country View Park will be finished soon
- Youth fall sports sign ups

Councilmember Clark said he saw many recycling carts out.

## **COMMUNICATIONS FROM MAYOR**

Mayor Larkey told the Council to let Ms. Cunningham know if they are wanting to attend the Missouri Municipal League (MML) conference in September. There will be no September 12 Council meeting due to MML.

## **CITY MANAGER’S REPORT**

August/September 2023 City Council Meetings – 6:00 p.m.

August 22, 2023

September 12, 2023 – Canceled

September 26, 2023

Mr. Warren said Congressman Alford held a fentanyl forum at Memorial Station. It was well attended.

Mr. Warren sent condolences from the City of Belton to Fairway, KS for the police officer who was killed in the line of duty. Mayor Larkey asked for a moment of silence for the officer and his family.

## **ITEMS FOR REVIEW AND DISCUSSION**

Mr. Wright said the amended preliminary development plan for Autumn Woods will be coming back to the next Council meeting. It originally failed in April. Mr. Wright discussed the

amendments that will be proposed to add additional parking. The amended development and maintenance agreement that was tabled in April will also be coming back.

Scott Lyons, Police Chief, provided information about a Drug Enforcement Administration (DEA) shooting range Memorandum of Understanding that will be coming to the next Council meeting.

At 7:14 p.m. Councilmember Lawson moved to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2; and to discuss individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, according to Missouri Statute 610.021.13, and that the record be closed, and the meeting adjourned from there. Councilmember Kraft seconded. The following vote was recorded:

Ayes: 8 Mayor Larkey, Gough, Pryan, Richardson, Clark, Lawson, Powell, Kraft

Noes: 0

Absent: 1 White

Motion carried.

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

---

Andrea Cunningham, City Clerk

---

Mayor Norman K Larkey, Sr

**DOCKET REPRESENTS A TRUE AND ACCURATE COPY  
OF COURT PROCEEDINGS HELD**

**JULY 2023**

*Judge Negro*

**7/31/2023**

---

**MUNICIPAL JUDGE**

**DATE**

**IN ACCORDANCE WITH COURT OPERATING RULE 4.29  
THE ATTACHED MUNICIPAL DIVISION SUMMARY  
REPORT FOR MONTH OF JULY 2023 WAS  
PRESENTED AND REVIEWED BY CITY COUNCIL AS  
REQUIRED**

---

**CITY CLERK**

**DATE**



## MUNICIPAL DIVISION SUMMARY REPORTING FORM - SMC

*Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.*

<b>I. COURT INFORMATION</b>		Municipality: BELTON	Reporting Period: Jul 1, 2023 - Jul 31, 2023
Mailing Address: 7001 E 163RD STREET, BELTON, MO 64012			
Physical Address: 7001 E 163RD STREET, BELTON, MO 64012		County: Cass County	Circuit: 17
Telephone Number: (816)3312798		Fax Number:	
Prepared by: LAURA ELLIS		E-mail Address: laura.l.ellis@courts.mo.gov	
Municipal Judge: ROSS C. NIGRO, JR.			

<b>II. MONTHLY CASELOAD INFORMATION</b>	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	50	2,976	924
B. Cases (citations/informations) filed	5	385	99
C. Cases (citations/informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court/bench trial - GUILTY	0	1	6
3. court/bench trial - NOT GUILTY	0	15	2
4. plea of GUILTY in court	0	155	26
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	135	0
6. dismissed by court	0	2	9
7. <i>nolle prosequi</i>	0	5	17
8. certified for jury trial (not heard in Municipal Division)	0	0	0
<b>9. TOTAL CASE DISPOSITIONS</b>	0	313	60
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	55	3,048	963
E. Trial de Novo and/or appeal applications filed	0	0	0

<b>III. WARRANT INFORMATION (pre- &amp; post-disposition)</b>		<b>IV. PARKING TICKETS</b>	
1. # Issued during reporting period	336	1. # Issued during period	0
2. # Served/withdrawn during reporting period	241	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	2,887		

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b>COURT INFORMATION</b>	Municipality: BELTON	Reporting Period: Jul 1, 2023 - Jul 31, 2023
--------------------------	----------------------	--

<b><u>V. DISBURSEMENTS</u></b>			
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$23,071.87	Appointed Counsel Fund	\$275.62
Clerk Fee - Excess Revenue	\$2,603.44	Appointed Counsel Fund Expend	\$7.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$87.05	CVC Surcharge State	\$0.37
Bond forfeitures (paid to city) - Excess Revenue	\$1,390.00	CVC Surcharge-E/R	\$0.37
<b>Total Excess Revenue</b>	<b>\$27,152.36</b>	<b>Total Other Disbursements</b>	<b>\$2,174.03</b>
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>		<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	
Fines - Other	\$7,502.13	<b>Bond Refunds</b>	\$1,085.00
Clerk Fee - Other	\$428.29	<b>Total Disbursements</b>	
Judicial Education Fund (JEF)	\$0.00	<b>\$44,435.00</b>	
<input checked="" type="checkbox"/> Court does not retain funds for JEF			
Peace Officer Standards and Training (POST) Commission surcharge	\$273.10		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$1,947.13		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$13.96		
Law Enforcement Training (LET) Fund surcharge	\$546.50		
Domestic Violence Shelter surcharge	\$551.50		
Inmate Prisoner Detainee Security Fund surcharge	\$551.00		
Restitution	\$100.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$2,110.00		
<b>Total Other Revenue</b>	<b>\$14,023.61</b>		

# MUNICIPAL DIVISION SUMMARY REPORTING FORM

INCODE

Refer to instructions for directions and term definitions. Complete e report each month even if there has not been any court activity.

<b>I. COURT INFORMATION</b>		Contact information same as last report <input checked="" type="checkbox"/>	
Municipality:	Belton	Reporting Period: 7/2023	
Mailing Address:	7001 E. 163rd St. Belton 64012	Software Vendor: Tyler Technologies	
Physical Address:	7001 E. 163rd St. Belton 64012	County: CASS COUNTY	Circuit: 17
Telephone Number:	(816) 331-2798	Fax Number: (816) 348-4439	
Prepared by:	Laura Ellis	E-mail Address:	beltoncourts@beltonmocourt.org
		iNotes <input checked="" type="checkbox"/>	
Municipal Judge(s)	ROSS NIGRO	Judge is Attorney	<input type="checkbox"/>
		Prosecuting Attorney: WILLIAM N. MARSHALL III	
<b>II. MONTHLY CASELOAD INFORMATION</b>		Alcohol and Drug Related Traffic	Other Traffic
		Non-Traffic Ordinance	
A. cases (citations / informations) pending at start of month		143	4,835
B. cases (citations / informations) filed		0	0
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		0	0
3. court / bench trial - NOT GUILTY		0	0
4. plea of GUILTY in court		0	0
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	0
6. dismissed by court		0	0
7. <i>nolle prosequi</i>		0	0
8. certified for jury trial (not heard in the Municipal Division)		0	0
<b>9. TOTAL CASE DISPOSITIONS</b>		0	0
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		143	4,835
E. Trial de Novo and / or appeal applications filed		0	0
<b>III. WARRANT INFORMATION (Pre and Post Disposition)</b>		<b>IV. PARKING TICKETS</b>	
1. # issued during reporting period	0	# issued during period	0
2. # served/withdrawn during reporting period	70	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	3,102		

**MUNICIPAL DIVISION SUMMARY REPORTING FORM**

<b>COURT INFORMATION</b>	Municipality: Belton	Reporting Period: 7/2023
--------------------------	----------------------	--------------------------

<b>V. DISBURSEMENTS</b>			
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements cont.</b>	
Fines - Excess Revenue			
Clerk Fee - Excess Revenue			
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue			
Bond forfeitures (paid to city) - Excess Revenue			
<b>Total Excess Revenue</b>			
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>			
Fines - Other			
Clerk Fee - Other			
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF			
Peace officer Standards and Training (POST) Commission surcharge			
Crime Victims Compensation (CVC) Fund surcharge - Paid to State			
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other			
Law Enforcement Training (LET) Fund surcharge			
Domestic Violence Shelter surcharge			
Inmate Prisoner Detainee Security Fund surcharge			
Sheriffs' Retirement Fund (SRF) surcharge			
Restitution			
Parking ticket revenue (including penalties)			
Bond forfeitures (paid to city) - Other			
<b>Total Revenue Other</b>			
<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		<b>Total Other Disbursements</b>	
		<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	
		<b>Bond Refunds</b>	
		<b>Total Disbursements</b>	

**R2023-90**

**A RESOLUTION REAPPOINTING RONALD BRANAN, DAVE CLARK, AND TOM MACPHERSON AND APPOINTING ART MEYERS TO THE ENHANCED ENTERPRISE ZONE BOARD.**

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

**WHEREAS**, Ronald Branan, Dave Clark, and Tom MacPherson’s terms have expired; they are hereby reappointed to serve as a member of the Enhanced Enterprise Zone Board; and

**WHEREAS**, Ron Peek has resigned his position and his term has expired; this term is hereby reappointed but will remain vacant until filled; and

**WHEREAS**, Dennis Williamson has resigned his position; and

**WHEREAS**, Art Meyers is hereby appointed to fulfill the unexpired term of Dennis Williamson.

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

**SECTION 1.** That the following named individuals constitute the Enhanced Enterprise Zone Board with terms of office as shown or until their successor(s) is duly appointed:

<u>NAME</u>	<u>TERM</u>
Dr. Andrew Underwood	June 23, 2024 representing Belton School District
<b>Art Meyers</b>	<b>June 23, 2024 representing Cass County, Missouri</b>
Sally Smith	June 23, 2026 representing the City of Belton
<b>Vacant</b>	<b>June 23, 2027 representing the City of Belton</b>
<b>Ronald Branan</b>	<b>June 23, 2027 representing the City of Belton</b>
<b>Dave Clark</b>	<b>June 23, 2028 representing the City of Belton</b>
<b>Tom MacPherson</b>	<b>June 23, 2028 representing the City of Belton</b>

**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 22<sup>nd</sup> day of August, 2023.

---

Mayor Norman K Larkey, Sr

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 introduced at a meeting of the City Council held on the 22<sup>nd</sup> day of August, 2023 and adopted at a meeting of the City Council held the 22<sup>nd</sup> day of August, 2023 by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

---

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



# Certified Copy of Record

STATE OF MISSOURI, }  
County of Cass, } ss.

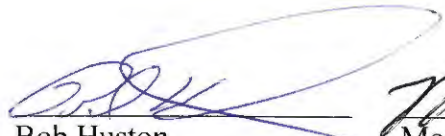
In the County Commission of Cass County, Missouri, at the July Term, 2023, held on the 26th day of July 2023 amongst others, were the following proceedings:

## RESOLUTION NO. 23-63 OF THE CASS COUNTY COMMISSION

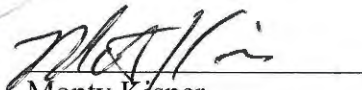
### *APPOINTING ART MEYERS TO THE BELTON ENHANCED ENTERPRISE ZONE BOARD*

***BE IT HEREBY RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THAT,*** this Commission hereby appoints Art Meyers to the Belton Enhanced Enterprise Zone Board.

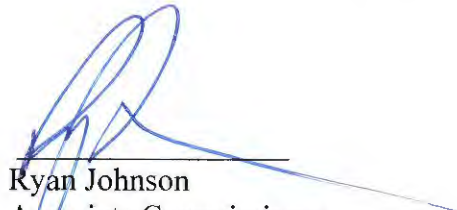
ADOPTED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THIS 26<sup>th</sup> DAY OF JULY 2023.



Bob Huston  
Presiding Commissioner



Monty Kisner  
Associate Commissioner  
Dist. 1



Ryan Johnson  
Associate Commissioner  
Dist. 2

ATTEST:



Jeff Fletcher  
County Clerk

Dated: 7/26/23

