



**Agenda of the Belton City Council**  
**April 27, 2021 – 6:00 p.m.**  
**520 Main Street, Belton Missouri**  
<https://www.belton.org/watch>

Seating is limited due to social distancing.

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
  - A. Acronym Overview
  - B. Monthly Financial Report
- III. ADJOURN WORK SESSION
- IV. CALL MEETING TO ORDER
- V. PLEDGE OF ALLEGIANCE – Councilmember Lawson
- VI. ROLL CALL
- VII. PERSONAL APPEARANCES
- VIII. CONSENT AGENDA  
One motion, non-debatable, to approve the "recommendations" noted. Any member of the Council may ask for an item to be taken from the consent agenda for discussion and separate action.

**A. Motion approving the minutes of the April 13, 2021, City Council Meeting.**

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

City departments have reviewed these items and it was determined there was no value to any departments.

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- C. Motion approving Resolution R2021-27  
**A resolution approving the purchase of six replacement ruggedized laptops, in the amount of \$26,837.92.**

The purchase is within budget for FY22.

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- D. Motion approving Resolution R2021-28  
**A resolution approving the purchase of body cameras from Watchguard to replace the current ones that were purchased in 2015.**

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- E. Motion approving Resolution R2021-29  
**A resolution appointing Allyson Lawson to serve as the City Council Liaison to the Public Safety Sales Tax Oversight Committee.**

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- F. Motion approving Resolution R2021-30  
**A resolution approving a letter of engagement with Jackson Lewis P.C. for representation of the City of Belton with respect to labor relations and employment law matters.**

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- G. Motion approving Resolution R2021-31  
**A resolution approving the purchase of a 2022 Ford F250 Crew Cab 4x4 truck, MVP3 snow blade 8'6" and a Sam salt spreader from Joe Machens Ford Lincoln, for the Park Department in the amount of \$51,897.00, and the disposal/sale of Chevy Tahoe Truck #1257 through the City's auctioneer service provider.**

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IX. REGULAR AGENDA

- A. Motion approving the first reading of Bill No. 2021-24  
**An ordinance approving a Final Plat for Center 301; a tract of land in the Southwest Quarter of Section 12, Township 46, Range 33, in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's office.**

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- B. Motion approving the first reading of Bill No. 2021-25  
**An ordinance approving a Final Plat Replat for Lot 8, Belton Gateway; a tract of land in the Southwest quarter of Section 12, Township 46, Range 33, in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's office.**

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X. CITY COUNCIL LIAISON REPORTS

XI. MAYOR'S COMMUNICATIONS

- A. Motion appointing Councilmember Dave Clark as Mayor Pro Tem  
Election of Mayor Pro Tempore (Charter Section 3.4)
- B. Motion appointing Councilmember Rob Powell as the City Council Liaison to the  
Planning Commission.

XII. CITY MANAGER'S REPORT

May/June 2021 City Council Meetings – 6:00 p.m.

May 11, 2021

May 25, 2021

June 8, 2021

June 22, 2021

XIII. COMMUNICATIONS FROM CITY COUNCIL

XIV. ADJOURN MEETING

# **SECTION VIII**

## **A**



**Minutes of the Belton City Council  
April 13, 2021  
City Hall Annex  
520 Main Street, Belton, Missouri**

**2020-2021 CITY COUNCIL**

Mayor Davis called the meeting to order at 6:01 p.m. Councilmember Peek led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Davis, Tim Savage (arrived at 6:06 p.m.), Gary Lathrop, Chet Trutzel, Dean VanWinkle, Dave Clark, Ryan Finn, Stephanie Davidson, and Lorrie Peek

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

**PERSONAL APPEARANCES**

Rob Powell, 802 Main St., thanked the outgoing Council for their service. He said citizens are not happy with the Northpoint warehouses going in.

Steve Hackett, 15810 Allen Ave., said it is disheartening the City government cares so little for the people effected by these propositions. Part of the job is to take care of the citizens.

**CONSENT AGENDA**

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

- **approving the minutes of the March 30, 2021, City Council Meeting.**
- **approving the March 2021 Municipal Division Summary Report for Municipal Court.**

Councilmember Finn seconded. All voted in favor. Consent agenda approved.

**REGULAR AGENDA**

Andrea Cunningham, City Clerk, gave the final reading of Bill No. 2021-20, as amended: **An ordinance approving a plan for an Industrial Development Project and a Development and Performance Agreement between the City of Belton, Missouri and Northpoint Development, LLC; and authorizing certain agreements and other actions by the City, as amended.**

Presented by Councilmember Finn, seconded by Councilmember Clark. Councilmember Davidson asked if staff could correct the inconsistent berm height; if this Development Agreement had the extra \$50,000 in permit fees added; if Northpoint will build the streets for the remaining plats; and if staff will set up an email address for complaints in this area. Alexa Barton, City Manager, said staff will address the berms, look at the email address, and the amended agreement has the \$50,000 added. Brent Miles, owner of Northpoint Development, said yes, they will build the residential streets. Vote on the final reading was recorded:

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

Noes: 1 Davidson

Absent: 0

Bill No. 2021-20 was declared passed and in full force and effect as **Ordinance No. 2021-4622**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2021-21: **An ordinance declaring the results of the Annual Election of Municipal Officers of the City of Belton, Missouri.**

Presented by Councilmember Clark, seconded by Councilmember Savage. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilmember Clark moved to hear the final reading.** Councilmember Lathrop seconded. Vote to hear the final reading was recorded with all voting in favor. Motion passed. The final reading was read. Presented by Councilmember VanWinkle, seconded by Councilmember Clark. Councilmember Clark thanked the Councilmembers for their service. Vote on the final reading was recorded:

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

Noes: 0

Absent: 0

Bill No. 2021-21 was declared passed and in full force and effect as **Ordinance No. 2021-4623**, subject to Mayoral veto.

## **MAYOR'S COMMUNICATIONS**

Mayor Davis said there was a good turnout for the Park Arbor Day event.

Mayor Davis said the 4 goals over the years were public safety, infrastructure, housing, and jobs. He said it was a pleasure to serve the City of Belton. He wished the new Mayor and Council the best.

Mayor Davis presented a plaque to Councilmembers Finn, VanWinkle, Davidson, and Lathrop for their service. Mayor Pro Tem Peek presented a plaque to Mayor Davis for his service. At 6:29 p.m. the Council recessed for a reception.

## **2021-2022 CITY COUNCIL**

Mayor Pro Tem Peek called the meeting back to order at 6:43 p.m.

Andrea Cunningham, City Clerk, administered the Oath of Office to the newly elected Mayor Norman Larkey and Councilmembers Rob Powell, Angela Kraft, Perry Gough, and Allyson Lawson.

Councilmembers present: Mayor Larkey, Tim Savage, Rob Powell, Chet Trutzel, Angela Kraft, Dave Clark, Perry Gough, Allyson Lawson, and Lorrie Peek

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

## PERSONAL APPEARANCES

Councilmember Lawson presented the proclamation for National Public Safety Telecommunications Week.

## CONSENT AGENDA

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

- approving Resolution R2021-23: **A resolution authorizing and approving a renewal of the food service agreement between the City of Belton, Missouri, and Belton Regional Medical Center, for food services to Belton jail prisoners.**
- approving Resolution R2021-24: **A resolution authorizing the City of Belton, Missouri through its Police Department to renew the software subscription with Omnigo Software.**
- approving Resolution R2021-25: **A resolution formally accepting the Aspen Dental new public infrastructure of 80 feet of right turn lane, 42 feet of storm pipe, and one curb inlet with two-year maintenance bonds in the amount of \$29,194.00.**

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

## REGULAR AGENDA

Ms. Cunningham read Bill No. 2021-22: **An ordinance of the City Council of the City of Belton, Missouri amending Chapter 2, article III, Division 7 of the Code of Ordinances, City of Belton, Missouri to conform certain amendments approved by the qualified voters of the City of Belton, Missouri to the Charter of the City of Belton, Missouri as it relates to the Chief of Police.**

Presented by Councilmember Clark, seconded by Councilmember Peek. Councilmember Clark said this amendment is to match the voter-approved charter amendment. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilmember Clark moved to hear the final reading.** Councilmember Peek seconded. Vote to hear the final reading was recorded with all voting in favor. Motion passed. The final reading was read. Presented by Councilmember Clark seconded by Councilmember Savage. Vote on the final reading was recorded:

Ayes: 9 Mayor Larkey, Savage, Powell, Lawson, Kraft, Trutzel, Gough, Clark, Peek

Noes: 0

Absent: 0

Bill No. 2021-22 was declared passed and in full force and effect as **Ordinance No. 2021-4624**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2021-23: **An ordinance accepting a Kansas City Area Transportation Authority (KCATA) grant to assist in funding supplemental Oats, Inc. transportation days within the City of Belton, Missouri.**

Presented by Councilmember Clark, seconded by Councilmember Peek. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilmember Clark moved to hear the final reading.** Councilmember Peek seconded. Vote to hear the final reading was recorded with all voting in favor. Motion passed. The final reading was read. Presented by Councilmember Trutzel seconded by Councilmember Clark. Councilmember Clark asked if this is the annual Oats contract. Ms. Barton said this one is a little different. This grant will allow the

city to increase transportation days from 1x/month to 4x/month. There will be a flier going out soon. Vote on the final reading was recorded:

Ayes: 9 Kraft, Peek, Powell, Lawson, Savage, Trutzel, Gough, Clark, Mayor Larkey

Noes: 0

Absent: 0

Bill No. 2021-23 was declared passed and in full force and effect as **Ordinance No. 2021-4625**, subject to Mayoral veto.

Ms. Cunningham read Resolution R2021-26: **A resolution approving a Public Service Agreement with Oats, Inc. at an annual rate of nine thousand seven hundred and ninety-two (\$9,792.00) dollars for a 24-month term.**

Presented by Councilmember Clark, seconded by Councilmember Peek. Councilmember Powell said he didn't see vehicle insurance being required in the agreement. Padraic Corcoran, Attorney, said Oats is a transportation provider and automatically required to carry insurance. Councilmember Powell made a motion to amend the agreement to require Oats to carry insurance for driving senior citizens on the bus. Councilmember Trutzel seconded. Councilmember Clark said Oats provides this service for so many communities; it has to be in their overall contract. Mr. Corcoran said Oats is a subrecipient of the KCATA federal grant and it's required in the grant. Councilmember Powell withdrew his motion. Ms. Barton said the agreement states the service area is confined to "Belton only." It has been re-negotiated to allow the service area on the 4<sup>th</sup> Wednesday of each month to include "Raymore, Grandview, and Harrisonville." Councilmember Clark made a motion to amend Section 1, subsection 1 of the agreement to state, "... (exclusively within the City of Belton) on the 1st, 2nd, 3rd Wednesday of each month and to locations in Raymore, Grandview and Harrisonville on the 4th Wednesday of each month for medical appointments only..." Councilmember Savage seconded. Vote on the amendment was recorded with all voting in favor. Motion carried. Mayor Larkey excused himself for a perceived conflict of interest. Vote on the resolution, as amended, was recorded with all voting in favor except Mayor Larkey who voted in absentia. Resolution passed.

## **CITY MANAGER'S REPORT**

April/May 2021 City Council Meetings – 6:00 p.m.

April 27, 2021

May 11, 2021

May 25, 2021

Ms. Barton welcomed the new Mayor and Councilmembers.

Being no further business, Councilmember Clark moved to adjourn at 7:14 p.m. Councilmember Peek seconded. All voted in favor. Meeting adjourned.

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Andrea Cunningham, City Clerk

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Mayor Norman K. Larkey, Sr.

# **SECTION VIII**

## **B**

## Auction List 4/27/2020

All Hard Drives and RAM are Removed from Desktops to be Securely Stored Until Wiped and Recycled

### Fire Department

Product	Category	Quantity	Notes
HP Desktop Tower	Desktop	14	
Keyboards	Misc	13	
Mouse	Misc	11	
Desktop Tower Stands	Misc	7	
20" Monitor	Monitor	17	
22" Monitor	Monitor	1	
23" Monitor	Monitor	1	
24" Monitor	Monitor	4	

### Annex IT Department

Product	Category	Quantity	Notes
HP Desktop Tower	Desktop	5	
Dell Desktop Tower	Desktop	4	
7in Android Tablet	Handheld	1	
Laptops	Laptop	3	
Keyboards	Misc	17	
Mouse	Misc	24	
Verizon JetPack	Misc	1	
USB to SATA CD/DVD Drive Enclosure	Misc	2	
20" Monitor	Monitor	2	
22" Monitor	Monitor	2	
23" Monitor	Monitor	7	
24" Monitor	Monitor	4	
Router	Network	1	
28 Port Switch	Network	1	
24 Port Switch	Network	3	
HP Printer	Printer	2	
BNC Security Camera + Cable	Security	1	
NVR	Security	1	

# **SECTION VIII**

## **C**

**R2021-27**

**A RESOLUTION APPROVING THE PURCHASE OF SIX REPLACEMENT RUGGEDIZED LAPTOPS, IN THE AMOUNT OF \$26,837.92.**

**WHEREAS**, the Belton Police Department entered into a two-year replacement program to upgrade out-of-warranty laptop computers that are seven years old; and

**WHEREAS**, the Police Department is currently in the second year of the program; and

**WHEREAS**, in the FY22 budget, the police department has budgeted \$30,000.00 for the purchase of six replacement laptops; and

**WHEREAS**, the lowest and best cooperative bid/agreement is through Essential Network Technologies (ENT).

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

**Section 1.** That the City Council hereby authorizes and approves the purchase of six new ruggedized laptops in the amount of \$26,837.92, with a five-year warranty.

**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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
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 regularly introduced at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2021, and adopted at a regular meeting of the City Council held the \_\_\_\_ day of \_\_\_\_\_, 2021 by the following vote, to-wit:

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

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



CITY OF BELTON  
CITY COUNCIL INFORMATION FORM

AGENDA DATE: April 27, 2021  
ASSIGNED STAFF: Chief Scott Lyons  
DEPARTMENT: Police

Approvals

Engineer: Dept. Dir: Attorney: City Admin.:

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

**ISSUE/REQUEST:** To purchase Getac V110, 2 in 1, ruggedized laptops via cooperative agreement with Essential Network Technologies. This is the 2<sup>nd</sup> year of a 2-year replacement program to replace six (6), 7-year-old laptops.

**PROPOSED CITY COUNCIL MOTION:**

**BACKGROUND:** *(including location, programs/departments affected, and process issues)*  
This is the 2<sup>nd</sup> year of a 2-year replacement program. Attached is the quote from Essential Network Technologies (ENT), the low and best cooperative bid/agreement, for six (6) replacement ruggedized laptops in the amount of \$26,837.92. The new units have an extended warranty of 5 years. The budgeted amount is \$30,000. ENT is the company that we purchased the laptops from last year. The pricing is based on the National Cooperative Purchasing Alliance (NCPA) bid.

**IMPACT / ANALYSIS:**  
Replacing 7-year-old laptops that are out of warranty.

**FINANCIAL IMPACT**

Contractor:	Essential Network Technologies (ENT)
Amount of Request/Contract:	\$ 26,837.92
Amount Budgeted:	\$ 30,000.00
Funding Source:	010-4400-495-7400
Additional Funds	\$
Funding Source	
Encumbered:	\$
Funds Remaining:	\$ 3,162.08

<b>TIMELINE</b>	Start:	Finish:
<b>OTHER INFORMATION/UNIQUE CHARACTERISTICS:</b>		

<b>STAFF RECOMMENDATION: Approve</b>
<b>OTHER BOARDS &amp; COMMISSIONS ASSIGNED:</b>  Date: Action:

**List of reference Documents Attached:**

Memo from Lieutenant Norman Shriver  
Essential Network Technologies (ENT) quote



## Belton Police Department

# Memo

**To:** Chief Scott Lyons  
**From:** Lt. Norman Shriver  
**Date:** 04/19/21  
**Re:** Laptop computers for patrol vehicles

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In the current year's budget, money was approved to replace the rest of the aging tablet computers in the patrol cars. This is the 2<sup>nd</sup> year of this replacement program. Attached is the quote from Essential Network Technologies (ENT) for the 6 replacement laptops in the amount of \$26,837.92. The budgeted amount was \$30,000. ENT is who we bought the laptops from last year. This pricing is based on the National Cooperative Purchasing Alliance (NCPA) 01-97 as was last years.

I would ask this item be placed on the next regular city council agenda for their approval.

Respectfully submitted

A handwritten signature in black ink, appearing to read "Lt. Norman Shriver".

Lt. Norman Shriver



Main: 636-477-6301

mail: [cenlow@essentialnetworktech.com](mailto:cenlow@essentialnetworktech.com)

Web: [www.essentialnetworktech.com](http://www.essentialnetworktech.com)

We have prepared a quote for you

## **GETAC Laptops QTY 6**

Quote # ENTQ002753  
Version 1

Prepared for:

**Belton Police Department**

Prepared by:

**Essential Network Technologies**



Products

Description	Price	Qty	Ext. Price
VM41TPJABUB 1 <b>Getac V110 V110 G6 11.6" Touchscreen Rugged 2 in 1 Notebook - Full HD - 1920 x 1080 - Intel Core i7 (10th Gen) i7-10510U 1.80 GHz - 16 GB RAM - 256 GB SSD - Windows 10 Pro - Intel UHD Graphics - LumiBond, In-plane Switching (IPS) Technology - English (US)</b>	\$3,806.32	6	\$22,837.92
GE-SVTBNFX5Y <b>Getac Protection Plus - 5 Year - Warranty - Maintenance - Parts &amp; Labor - Physical Service</b> Getac Protection Plus - 5 Year - Warranty - Maintenance - Parts & Labor - Physical Service	\$577.86	6	\$3,467.16
Pricing is based off of NCPA contract 01-97			
Subtotal:			<b>\$26,305.08</b>

## GETAC Laptops QTY 6

### Quote Information:

Quote #: ENTQ002753

Version: 1

Delivery Date: 04/06/2021

Expiration Date: 05/06/2021

### Prepared for:

**Belton Police Department**

7001 East 163 Street

Belton, MO 64012

Norman Shriver

(816) 348-4416

nshriver@beltonpd.org

### Prepared by:

**Essential Network Technologies**

Ciara Enlow

636-477-6301

Fax 636-477-6302

cenlow@essentialnetworktech.com

## Quote Summary

Description	Amount
Products	\$26,305.08
<b>Total:</b>	<b>\$26,305.08</b>

## Payment Options

Description	Payments	Interval	Amount
Term Options			
<b>Project Terms</b>	<b>1</b>	<b>One-Time</b>	<b>\$26,305.08</b>

## Summary of Selected Payment Options

Description	Amount
<b>Term Options: Project Terms</b>	
<b>Total of Payments</b>	<b>\$26,305.08</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Equipment for projects will be invoiced upon delivery to customer or ENT warehouse. Project labor will be invoiced upon completion of the project.



### Essential Network Technologies

### Belton Police Department

DocuSigned by:  
*Ciara Enlow*  
 6012BB4FC6314E3

Signature: \_\_\_\_\_

Name: Ciara Enlow

Title: Inside Sales Support

Date: 04/19/2021

Signature: \_\_\_\_\_

Name: Norman Shriver

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



# **SECTION VIII**

## **D**

**R2021-28**

**A RESOLUTION APPROVING THE PURCHASE OF TWENTY-FIVE (25) BODY CAMERAS FROM WATCHGUARD TO REPLACE THE CURRENT 6-YEAR-OLD CAMERAS PURCHASED IN 2015.**

**WHEREAS**, the current body-cameras are at end of life and do not meet current technical requirement specifications; and

**WHEREAS**, the Belton Police Department was chosen to participate in a grant application process by the Department of Justice, under their BJA FY 20 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies: and awarded the Belton Police Department \$22,872 to be reimbursed toward the total purchase amount of \$45,015; and

**WHEREAS**, the Belton Police Department budgeted \$37,000 in FY21 (being carried over into FY22 for this purchase) to upgrade current body worn cameras to meet current technological requirements; and

**WHEREAS**, WatchGuard Video, Inc. holds the General Services Administration (GSA) competitively bid contract and is also the same manufacturer of current equipment thereby ensuring current in-car gear and apparatus work with newly purchased video gear thereby saving city dollars by utilizing existing gear.

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

**Section 1.** That the City Council hereby authorizes and approves the purchase, herein attached and incorporated to this resolution, with watchguard for body cameras. watchguards quote as well as Lt. Norman Shriver's memo that breaks down the funding, is attached.

**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 \_\_\_\_\_, 2021.

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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 regularly introduced at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2021, and adopted at a regular meeting of the City Council held the \_\_\_\_ day of \_\_\_\_\_, 2021 by the following vote, to-wit:

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

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



## Belton Police Department

# Memo

**To:** Chief Scott Lyons  
**From:** Lt. Norman Shriver  
**Date:** 04/19-21  
**Re:** WatchGuard Body Camera Upgrade

In the last year's budget, \$37,000 was budgeted to upgrade the current WatchGuard body cameras. During the year, a Department of Justice grant was applied for and granted in the amount of \$22,872.00. Also needed in this upgrade was a new server as the new cameras require a different operating system that what we currently have. The server was purchased during the 20-21 budget year. The amount for the server was \$18,360.50. \$9000.00 of this was taken out of computer replacement and \$9360.50 was taken from the \$37,000 mentioned earlier, leaving a balance of \$27,639.50 for the upgrade. This remainder has been carried over into the 21-22 budget.

Attached is a quote from WatchGuard Video in the amount of \$45,015.00. WatchGuard is a sole source provider for these cameras and a letter is attached attesting to that.

If approved, the city would need to make payment of the \$45,015.00 to WatchGuard and then the full \$22,872.00 of the grant would be pulled down and returned to the public safety tax fund. This would leave a balance of \$5496.50 in the body camera upgrade line item which would be used for addition cameras, batteries, mounting clips etc. for the camera system.

A formula outline is listed below to help explain the expenditures.

\$37,000.00	Approved in 20-21 budget for body camera updates.
- \$9,360.50	Partial funding for WatchGuard server.
= \$27,639.50	Left in public safety tax line item for body cameras carried over to current year.
- \$45,015.00	WatchGuard Quote for new camera.
= <b>-\$17,375.50</b>	Extra money city would pay to WatchGuard prior to reimbursement from grant.
+ \$22,872.00	Reimbursement from DOJ grant.
= \$5496.50	Ending balance on line item.

The Department of Justice will not release the money for the grant until after the purchase and payment by the city is made.

I would ask this to be place on the next regular council agenda for their approval.

Respectfully submitted

A handwritten signature in black ink, appearing to read "Lt. Norman Shriver". The signature is written in a cursive, flowing style.

Lt. Norman Shriver



# 4RE/VISTA Price Quote

EL5 Device Licenses quoted on server quote

CUSTOMER: Belton Police Department

ISSUED: 12/4/2020 5:07 PM

EXPIRATION: 5/16/2021

**TOTAL PROJECT ESTIMATED AT:  
\$45,015.00**

,  
,,  
,,,

ATTENTION: Lt Norm Shriver

SALES CONTACT: Kenny James

PHONE: 816-331-1500

DIRECT: 469-343-6758

E-MAIL:

E-MAIL:  
kenny.james@motorolasolutions.com

## V300 Proposal

### VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-300-BWC-001	V300, Body Worn Camera, 1080P, WiFi/Bluetooth with Removable Battery	25.00	\$995.00	\$99.50	\$22,387.50
VIS-300-VEH-002	V300, WiFi Dock, D330, In-Vehicle Charge/Upload Kit, Incl, Cables and Brackets	11.00	\$295.00	\$29.50	\$2,920.50
VIS-300-BAT-RMV	V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh	5.00	\$99.00	\$9.90	\$445.50
WAR-300-CAM-NOF	Warranty, V300 3 Year, No-Fault	25.00	\$450.00	\$0.00	\$11,250.00

### Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$375.00	\$375.00	\$0.00
					<b>\$37,003.50</b>

## 4RE and VISTA Proposal

### WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
BRK-DV1-MIC-100	Smart PoE switch kit with cables/wiring	11.00	\$250.00	\$25.00	\$2,475.00
DV1-AOH-GPS-RFB	V300 Ethernet Transfer Station	3.00	\$1,495.00	\$149.50	\$4,036.50

### Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$0.00	\$0.00	\$0.00
					<b>\$6,511.50</b>

## Technical Services Calculator

### WatchGuard Video Technical Services

415 E. Exchange Parkway • Allen, TX • 75002  
 Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778  
[www.WatchGuardVideo.com](http://www.WatchGuardVideo.com)



# 4RE/VISTA Price Quote

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-RMT-410	Tier 2 Remote Installation. Includes Project Coordination, Project Management, Pre-Deployment IT Call, Provisioning of ELC and Azure AD, Install OS and SQL (if Purchased from WatchGuard), Configuration of SQL Server, Installation of Evidence Library, Webinar Training of Officer and Admin Staff, Support Handoff, Post Deployment Follow-Up and Limited WiFi Network Configuration.	1.00	\$1,500.00	\$0.00	\$1,500.00
					\$1,500.00
<b>Total Estimated Tax, may vary from State to State</b>					<b>\$0.00</b>
<b>Configuration Discounts</b>					<b>\$3,960.00</b>
<b>Additional Quote Discount</b>					<b>\$0.00</b>
<b>Total Amount</b>					<b>\$45,015.00</b>

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: \_\_\_\_\_ DATE: \_\_\_\_\_





22<sup>nd</sup> of July 2020

Prospective WatchGuard Video Customer

Reference: WatchGuard Video Sole Source Letter

To whom it may concern:

WatchGuard Video is the exclusive and sole manufacturer of the 4RE Digital In-Car Video System, the High Fidelity Wireless Microphone System, and the VISTA and V300 wearable camera systems. With the exception of the following agreements, these products are represented and sold only by WatchGuard Video Regional Sales Managers selling factory direct in protected sales territories. The exceptions to this are agreements allowing resellers to distribute WatchGuard products on a General Services Administration Contract (GSA), and State Contracts in Pennsylvania, Louisiana, and New Jersey. WatchGuard is the only company able to provide warranties and maintenance for the above-mentioned products.

Additionally, several important and unique features are available only with these products;

#### **4RE**

- 4RE is the only high-definition digital in-car video system available today that features the Patented multiple resolution encoding. This allows the front camera to record in two different IACP compliant resolutions simultaneously, allowing the most critical events to be saved in 720P high-definition and the routine events to be saved in 480P (864x480) resolution.
- 4RE exclusively offers the Panoramic X2 camera, manufactured only by WatchGuard Video, which is the industry's only dual lens, rotatable turret camera which houses a 68-degree rotatable camera and a 150 degree panoramic camera.

#### **Wireless Microphone**

- The Hi-Fi microphone has near CD quality high fidelity sound, a line of sight range of one to two miles, and superior building penetration capabilities.
- Using patent pending intelligent standby and a lithium polymer battery gives the microphone its extraordinary battery life of up to 24 hours of talk time, and up to 30 days of standby time.
- The wireless microphone holsters are manufactured exclusively for WatchGuard and manufactured to WatchGuard transmitter specification.





### VISTA, VISTA WiFi, & VISTA XLT

- VISTA is constructed with industrial grade components and is manufactured in the U.S.A. It is capable of recording both High Definition and Standard Definition video, and battery life capable of recording at least 9 continuous hours of HD video. VISTA has other unique features, including:
  - The only wearable camera to integrate with the WatchGuard Video Evidence Library and Evidence Library Express video and evidence management applications.
  - Record-After-The-Fact which gives the ability to retrieve video not previously recorded as an event
  - Quick Connect Mobile Charger
  - VISTA XLT Point-of-View Mounting

### V300

- The WatchGuard V300 HD body camera and its continuous-operation capabilities solve the dilemma of keeping cameras and officers productive beyond a 12-hour shift. A detachable battery is easily changed by the officer, and 128GB of memory ensures space for all recorded events. The only wearable camera to integrate with the WatchGuard Video Evidence Library and EvidenceLibrary.com video and evidence management applications.
  - Detachable Battery - Easily change the WatchGuard V300 detachable battery while on the go.
  - Wireless Uploading - Send critical video back to headquarters while still in the field.
  - Incident Recovery - Go back in time and capture video from events days after they happened, even when the record button was never pressed.
  - Natural Field of View - Eliminate the fisheye effect from wide-angle lenses that warps video footage. Distortion correction technology provides a clear and complete evidence review process.
  - Integrated with In-Car System - One or more WatchGuard V300 cameras and a 4RE in-car system can work seamlessly as a single system, capturing synchronized video of an incident from multiple vantage points.

Respectfully submitted,

A handwritten signature in black ink that reads "Troy Montgomery". The signature is stylized and cursive.

Troy Montgomery  
*Director of Sales*  
WatchGuard Video, Inc

# **SECTION VIII**

## **E**

**R2021-29**

**A RESOLUTION APPOINTING ALLYSON LAWSON TO SERVE AS THE CITY COUNCIL LIAISON TO THE PUBLIC SAFETY SALES TAX OVERSIGHT COMMITTEE.**

**WHEREAS**, on April 23, 2019, the City Council approved Resoluituion 2019-35 appointing Dean VanWinkle as the City Council liaison to the Public Safety Sales Tax Oversight Committee; and

**WHEREAS**, Dean VanWinkle was not elected to the City Council on April 6, 2021, and therefore resigned his position on the Public Safety Sales Tax Oversight Committee as the City Council liaison; and

**WHEREAS**, Allyson Lawson is hereby appointed to serve as the City Council liaison to the Public Safety Sales Tax Oversight Committee to fill Dean VanWinkle’s unexpired term until April 1, 2022.

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

**SECTION 1.** That the following named individuals constitute the Public Safety Sales Tax Oversight Committee, being appointed for three year terms, or until their successor(s) is duly appointed:

<u>NAME</u>	<u>TERM</u>
Mark Graves, IAFF Local 42	April 1, 2022
Daniel Heizman, IAFF Local 42 Alternate	April 1, 2022
Bill Peek, FOP	April 1, 2022
Shane Trotter, FOP Alternate	April 1, 2022
Martha Frasher	April 1, 2022
John Sapp, Staff	April 1, 2023
Scott Lyons, Staff	April 1, 2023
Marsha Vest	April 1, 2023
Sarah E. Brooks	April 1, 2024
Jane Hull	April 1, 2024
Caroline Allen	April 1, 2024
<b>Allyson Lawson, City Council Liaison</b>	<b>April 1, 2022</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 27<sup>th</sup> day of April, 2021.

\_\_\_\_\_  
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 regularly introduced at a regular meeting of the City Council held on the 27<sup>th</sup> day of April, 2021, and adopted at a regular meeting of the City Council held the 27<sup>th</sup> day of April, 2021 by the following vote, to-wit:

AYES:           COUNCILMEMBER:

NOES:           COUNCILMEMBER:

ABSENT:        COUNCILMEMBER:

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

# **SECTION VIII**

## **F**

**R2021-30**

**A RESOLUTION APPROVING A LETTER OF ENGAGEMENT WITH JACKSON LEWIS P.C. FOR REPRESENTATION OF THE CITY OF BELTON WITH RESPECT TO LABOR RELATIONS AND EMPLOYMENT LAW MATTERS.**

**WHEREAS**, on November 27, 2018, the City of Belton approved a letter of engagement with Littler Mendelson, PC to represent management in all aspects of labor, employment law, advice, and counsel; and

**WHEREAS**, Jeffrey M. Place who provided these services on behalf of Littler Mendelson, PC for the city of Belton since 2018 has now moved to the firm Jackson Lewis P.C.; and

**WHEREAS**, the city of Belton wishes to approve the letter of engagement with Jackson Lewis P.C. for representation of the City of Belton with respect to legal services in connection with labor relations advice and counsel.

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

**Section 1.** That the Letter of Engagement by and between the City of Belton and Jackson Lewis P.C. herein attached to this resolution as **Exhibit “A,”** is hereby approved.

**Section 2.** That the City Manager is authorized to sign the Letter of Engagement on behalf of the City.

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

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

Duly read and passed this 27<sup>th</sup> day of April, 2021.

\_\_\_\_\_  
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 regularly introduced at a regular meeting of the City Council held on the 27<sup>th</sup> day of April, 2021, and adopted at a regular meeting of the City Council held the 27<sup>th</sup> day of April, 2021 by the following vote, to-wit:

AYES:                        COUNCILMEMBER:

NOES:                        COUNCILMEMBER:

ABSENT:                     COUNCILMEMBER:

---

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

MY DIRECT DIAL IS: 913-251-3739  
MY EMAIL ADDRESS IS: [JEFFREY.PLACE@JACKSONLEWIS.COM](mailto:JEFFREY.PLACE@JACKSONLEWIS.COM)

April 19, 2021

**PERSONAL AND CONFIDENTIAL;**  
**ATTORNEY-CLIENT AND ATTORNEY**  
**WORK-PRODUCT PRIVILEGED MATERIAL**

***Via Email only: [ABarton@Belton.org](mailto:ABarton@Belton.org)***

Alexa Barton  
City of Belton, Missouri  
506 Main Street  
Belton, MO 64012

Re: Confirmation of Engagement and Fee Agreement

Dear Ms. Barton:

We are pleased that City of Belton, Missouri (the “Company”) has decided to retain Jackson Lewis P.C. (herein “the Firm”) for legal services in connection with labor relations advice and counsel. This letter details the scope of our client relationship and outlines the fees for our services.

***A. Scope of Services***

As we discussed, we will represent the Company in the matter of labor relations advice and counsel. We will do our best to serve the Company efficiently. While we cannot guarantee the success or outcome of any given matter, we will strive to vigorously represent the Company. I will have primary responsibility for handling these matters and will utilize other attorneys and legal assistants in the firm in the best exercise of my professional judgment. If, at any time, you have any questions, concerns or comments, please contact me.



## **B. Fees**

We charge for our time on an hourly basis, in one-tenth hour increments. We will invoice the Company at our regular hourly rates for the work performed on the Company's behalf. Our schedule of hourly rates for attorneys and other members of our professional staff is based on years of experience, level of professional attainment and geographic location. Currently, our hourly rates in the Kansas City office range from \$255.00 to \$590.00 for attorneys. My current hourly rate is \$400.00. These hourly rates may be subject to periodic increases over time. Any changes in billing rates will be reflected in the invoice after any revised rates go into effect. We charge for all services rendered, including but not limited to, telephone calls, conferences, court and agency hearings, and other proceedings. Our entire billing process is explained in "A Word About Our Invoices," a copy of which is enclosed.

These discounted hourly rates, however, will not apply to complex matters which include, but are not limited to, class actions, multi-plaintiff litigations, and unfair competition litigation. For these matters, our regular hourly rates will apply.

## **C. Client Cooperation**

The Company understands and agrees that, in order for us to represent it effectively, it is necessary for the Company to assist and cooperate with the Firm. The Company agrees to (1) make itself (including its employees if applicable) available to discuss issues as they arise in this matter; (2) attend and participate in meetings, preparation sessions, court proceedings and other activities in connection with the representation; (3) provide complete and accurate information and documents to us on a timely basis; (4) make timely payment to any experts or vendors retained in connection with our services; and (5) advise whether there is an agreement to arbitrate the subject claim(s), either as set forth in a stand-alone arbitration agreement, an employee handbook, an employment application or otherwise.

## **D. Protection of Client Confidences –Communication Devices**

We are always mindful of our central obligation to preserve the secrets and confidences of our clients. To that end, it is important that we agree from the outset what kinds of communications technology we will employ in the course of this Engagement. Unless the Company specifically directs us to the contrary, for purposes of this Engagement, we agree that it is appropriate for us to use fax machines and e-mail in the course of the Engagement without any encryption or other special protections. In that regard, if there is a specific e-mail address which you would like us to use to communicate with you, other than your current Company e-mail address, please let us know. Please also notify the Firm if the Company has any other requests or requirements in connection with the methods of telecommunication, or persons to be included or copied in the circulation of documents relating to the Engagement.

## ***E. Termination of Representation***

The Company may terminate this representation at any time, with or without cause. We also reserve the right to withdraw at any time to the fullest extent permitted by the applicable ethical rules. Any termination of our representation of the Company would be subject to such approval as may be required from any court(s) in which we are appearing on the Company's behalf. In the event of termination by either of us, fees and costs for work performed prior to termination will still be payable as provided for in this letter.

Following any termination of representation, client files will be released only following delivery to the Firm of a signed release letter containing appropriate directions and an acknowledgment of the obligation to pay outstanding fees. The Company will be charged for the reasonable costs of retrieval, assembly, copying, processing and transfer of all files or materials, including Electronically Stored Information ("ESI").

Upon termination of representation, the Firm reserves the right to maintain the Company's legal file in electronic format only.

## ***F. Preservation of Documentation***

Should a claim be received by the Company, the Company must take immediate steps to identify, preserve and collect all relevant information until the matter is completely resolved. This information includes all paper and all ESI related to the claim. ESI includes, but is not limited to, the following: e-mails, text messages and other electronic communications, word processing files, spreadsheets, PowerPoints, photos and other images, SharePoint, voicemail, databases, data files and archive files, regardless of whether the information is contained on servers, laptop and desktop computers, back-up tapes, home and personal computers, cloud storage systems, or portable ESI storage devices such as iPhones, Android phones, Blackberries and other smart phones, iPads, iPods, thumb drives, CD's, DVD's, and portable hard drives. This also will likely include any and all relevant surveillance tapes and recordings.

The Company must also immediately suspend any document retention/destruction policy and put in place a "Litigation Hold." This Litigation Hold is designed to ensure that relevant electronic evidence is preserved and not destroyed, altered, modified, disposed of, or in any way compromised. Therefore, any individuals who may have relevant information or documents related to a matter must comply with this litigation hold.

Although this may seem like an onerous task, document retention is critical for the defense of a matter and to ensure the Company complies with its legal obligation to preserve and produce relevant information. A failure to preserve documents or electronic data could have dire consequences in a matter. For example, in addition to monetary sanctions, the Company may be

precluded from using certain evidence at trial or the court may allow a jury to draw negative inferences against the Company. Under a worst case scenario, the court may award a judgment in favor of the claimant. Therefore, if the Company has any doubt regarding whether paper or electronic data falls within the scope of a “Litigation Hold”, it should err on the side of preservation and contact us.

## ***G. Advance Conflict of Interest Waiver***

Because of the size, geographical reach and the broad scope of the Firm’s legal practice, it is possible that attorneys in one or more of the Firm’s offices or departments may now or in the future represent parties in matters in which their interests are adverse to those of the Company or its affiliates, or have contractual or other dealings with the Company. As a condition of our representation, the Company agrees that the Firm may represent other parties in matters in which their interests are adverse to those of the Company or its affiliates and waives any conflict that would otherwise exist in such matters, provided that (i) any matter in which the Firm represents an adverse party is not substantially related to the Firm’s work for the Company, and (ii) if appropriate, an ethical wall is created to separate the other matter from the matters the Firm is handling for the Company.

## ***H. Potential Insurance Coverage***

As employment defense counsel, the Firm cannot provide an opinion with respect to the extent or terms of the Company’s coverage under any employment practices liability insurance, directors and officers or other insurance policies or programs (on an ongoing basis or otherwise). We urge the Company to review this matter with its internal counsel, insurance broker or anyone else with whom it wishes to discuss the possibility of other insurance being applicable, e.g., an excess liability insurance policy, homeowners or personal insurance or any other form or kind of insurance including workers compensation insurance. As with any insurance policy, prompt and complete notice should be given, as required by the policy and by applicable law. Failure to do so could adversely affect the existence of or eligibility for any insurance coverage.

Further, please note that, in many instances, punitive damages may not be covered by the Company’s insurance policies. There may also be other policy exclusions, as well as limits respecting any coverage(s). Again, please address any exclusions, or limits on coverage for the subject claim(s), with the Company’s carrier(s), insurance broker, or legal counsel.

## ***I. Dispute Resolution***

City of Belton, Missouri and Jackson Lewis P.C. agree that any dispute between us arising out of, or relating to, this agreement, or the breach thereof, shall be resolved by binding arbitration between the parties. This includes, but is not limited to any claims regarding attorney’s

fees or costs under this agreement or regarding a claim of attorney malpractice, that is, whether any legal services Jackson Lewis P.C. has rendered, under this agreement or otherwise, were improperly, negligently, or incompetently rendered, or otherwise rendered in breach of a contractual or ethical duty.

**The Company understands and acknowledges that, by agreeing to binding arbitration, it waives and thereby eliminates the right to submit the dispute for determination by a court and thereby also waives the right to a jury trial. The Company acknowledges that it has been informed that the grounds for appeal of an arbitration award are very limited compared to a court judgment or jury verdict. Consequently, the Company should carefully consider whether arbitration is acceptable to it and should consult with independent counsel.**

Arbitration shall be in accordance with the Uniform Arbitration Act of Missouri. The dispute will be resolved by a single arbitrator to be selected by the parties.<sup>1</sup>

The arbitrator must be an attorney in good standing in Missouri. The cost of the arbitration shall be shared by the parties, but the arbitrator shall have the right to allocate costs in the final award.

\* \* \* \*

**If the foregoing is acceptable to the Company, please sign below and return a copy of this letter to me.**

---

<sup>1</sup> *If in the opinion of any party, there arises a problem or unreasonable delay with the administration of the dispute, including but not limited to scheduling any hearing, any party upon 10 days written notice to the other, shall have the right and power to notify and engage the American Arbitration Association (AAA) to commence formal administration of the proceeding before the AAA in accordance with its then prevailing rules. The award rendered by the arbitrator(s) shall be final and may be confirmed in any court having jurisdiction thereof.*

If you have any questions at any time regarding the scope of our representation, the handling of any matter or the content of any invoice, please contact me at once. We are pleased to be of service to the Company.

Sincerely,  
JACKSON LEWIS P.C.

*/s/ Jeffrey M. Place*

Jeffrey M. Place  
Attorney

Enclosure

**Agreed to and Accepted by:**

**City of Belton, Missouri**

\_\_\_\_\_

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

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

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

## **A WORD ABOUT OUR INVOICES . . .**

Invoices are sent to our clients monthly or pursuant to an insurance carrier's guidelines if applicable. Billings for services rendered on your matter(s) and for reasonable expenses incurred on your behalf are sent approximately three to four weeks after the completion of the month in which the work is performed.

As more fully discussed in the engagement letter, for any threatened or actual claim, please verify whether there is insurance of any kind that may cover the actual or potential claim and if there is, please provide prompt and complete notice to us and to the insurance carrier.

Subject to applicable guidelines, we charge for all services rendered on your matter(s) including, but not limited to, telephone calls, conferences, court and agency hearings, and other proceedings. These include reimbursement for travel-related expenses, such as lodging, meals, air travel, cab fares, auto expenses, parking fees, tolls and mileage. We also bill for all photocopying costs, telephone calls, facsimiles, postage, messenger service and, if required, delivery charges where material is sent via certified or registered mail or by express mail or package carrier. If a situation arises which requires overtime work by our secretaries, we will invoice you at our cost. All third party charges (e.g. filing, trial, and court reporter fees) are the responsibility of the client and should be paid directly by the client. The cost for computerized legal research is the rate calculated by our vendor LexisNexis. Your cost is not based on the annual discount arrangement the Firm has with LexisNexis. Payment for our services and expenses described are expected upon receipt of our invoice. We are confident our clients make every effort to pay us promptly.

We do our utmost to provide quality and professional service to our clients. In return, we expect timely payment for services rendered. A monthly service charge of one and a half percent (1.5%) is added to the unpaid balance of any invoice not paid within ninety (90) days after it is rendered.

Electronic discovery related charges will be billed directly by the vendor who provides these services, including those of our preferred vendor, Kroll Ontrack, Inc. These nonlegal services and expert witness charges are provided under separate agreement between you and the vendor or expert. The non-legal services that might be necessary for electronic discovery include: forensic collection of electronically stored information ("ESI") from your computer systems, computer forensic and other technical consulting, ESI processing, ESI uploading and search/review software hosting, ESI production, training, and project management services. You are responsible for making timely payment of their invoices so as to avoid any disruption in our legal services. Charges by Kroll or other e-services providers will be invoiced on our invoices or separately.

The above terms shall apply to each invoice unless the Firm and the client have agreed, in writing, to a modification of the billing arrangements.

Please forward all payments to our lock box:

**JACKSON LEWIS P.C.**  
**P.O. BOX 416019**  
**BOSTON, MASSACHUSETTS 02241-6019**

We also accept electronic payment of our invoices. If you choose to pay your invoice by electronic transfer, please include the invoice number in the transfer information and send payment to:

<b>Bank</b>	Bank of America N.A. One Bryant Park, 32nd Floor New York, NY 10036
<b>Routing number DOM. WIRES</b>	026009593
<b>Routing number ACH/EFT</b>	021200339
<b>Account name</b>	Jackson Lewis P.C. Attorney Business Account
<b>Account number</b>	381032861703
<b>SWIFT Code INTL WIRES</b>	BOFAUS3N
<b>Please send confirmation notice (detailing client number and invoice number) to:</b>	<a href="mailto:epayments@jacksonlewis.com">epayments@jacksonlewis.com</a>

**CREDIT CARDS - <https://www.jacksonlewis.com/payments/>**

Please note, the Firm prohibits anyone from Jackson Lewis P.C. from processing credit card information on behalf of a client.

Our foreign - based clients must ensure payment is made via international money order payable in U.S. dollars. If payment is by regular check drawn on a foreign bank, we will add \$30.00 to our bill for banking charges. If you have any questions about our billing procedures or any time or disbursement charges, please speak to the attorney responsible for your matter.

# **SECTION VIII**

## **G**



**R2021-31**

**A RESOLUTION APPROVING THE PURCHASE OF A 2022 FORD F250 CREW CAB 4X4 TRUCK, MVP3 SNOW BLADE 8'6" AND A SAM SALT SPREADER FROM JOE MACHENS FORD LINCOLN, FOR THE PARK DEPARTMENT IN THE AMOUNT OF \$51,897.00, AND THE DISPOSAL/SALE OF CHEVY TAHOE TRUCK #1257 THROUGH THE CITY'S AUCTIONEER SERVICE PROVIDER.**

**WHEREAS**, the 2002 Chevy Tahoe currently used by the Park Department for daily management and maintenance, and also snow and ice removal operations in winter months, of all City parks is more than 19 years old, has been driven approximately 210,000 miles, is in poor condition both physically and mechanically, and needs to be replaced; and

**WHEREAS**, the purchase of a replacement for the 2002 Chevy Tahoe was approved by the Park Board in the FY2022 budget submitted to the City Council; and

**WHEREAS**, the City of Belton, Missouri purchasing policy encourages participation in cooperative governmental purchasing contracts and this bid was prepared using the Missouri Department of Transportation State Contract for fleet vehicles where the State of Missouri procurement office evaluated vehicle dealerships in Missouri using lowest cost and best practices criteria and selected Joe Machens Ford to provide Ford vehicles for this statewide contract; and

**WHEREAS**, the Park Board approved the purchase of a 2022 Ford F250 Crew Cab 4x4 truck, MVP from Joe Machens Ford Lincoln at their regular meeting on April 19, 2021; and

**WHEREAS**, the City Council approving the purchase of a 2022 Ford F250 Crew Cab 4x4 Truck, snow blade, and salt spreader to replace the 2002 Chevy Tahoe #1257 that will be disposed of/sold through the City of Belton's auctioneer service provider will provide a safer, more useful, and more cost-effective vehicle for Park Department employees in daily maintenance duties and snow and ice removal operations during the winter months.

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

**SECTION 1.** That the purchase of a 2022 Ford F250 Crew Cab, 4x4 Truck with a snow blade and salt spreader is hereby approved for purposes described above and the 2002 Chevy Tahoe will be disposed of/sold through the City of Belton's auctioneer service provider.

**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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
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 regularly introduced at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2020, and adopted at a regular meeting of the City Council held the \_\_\_\_ day of \_\_\_\_, 2020 by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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

# JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

April 7, 2021

State Contract # CC210581002

City of Belton

Subject: Joe Machens Proposal on a 2021 Ford F250 Crew Cab 4x4 (full 4 door)

To: Whom it May Concern;

As per the requested proposal on a 2021 Ford F250, Joe Machens Ford proposes the following. The Ford F250 includes the factory standard options. The Ford F250 includes the State Contract standard options and others as noted below.

### Line #234 Price – Included Equipment

<b>\$28,433</b> – Line 234 / X2B / 148 – 2022 Ford F250 Super Cab 4x4 (X2B)	Speed Control and Tilt wheel (525)
6.2L V8 fuel-injected gasoline engine (996)	<del>Manual Windows, Locks, Mirrors</del>
Mfr. std rear end axle ratio	Vinyl Flooring
Automatic Transmission	<del>Cloth Bench type Seat 40/20/40 (1S)</del>
Air conditioning	2 sets of keys
Frontal and Side Impact Air Bags	6.75' Short Bed (148)
Painted Grey Bumpers	Daytime Running Lights
AM/FM Radio	Shift on the Fly
Std. GVWR	Tow Mirrors
Std. Receiver Hitch, 4/7 pin wiring	Bluetooth
Brakes, 4-wheel ABS	Rear Camera
Std. LT Tires - LT245/75Rx17E BSW A/S (TD8)	
Full spare tire and wheel (512)	

### Added Optional equipment (Price – Dealer Code – Option):

**\$2,990** – Line 248 / W2B / 160 – Crew Cab in lieu of Super Cab  
**\$450** – Line 237 / 913 – SYNC 3 (Bluetooth w/ 8" screen) (Req's Power Equipment Grp)  
**\$390** – Line 235 / X3E – 4.30 Limited Slip Axle  
**\$290** – Line 384 / TDU – LT275/70Rx18E OWL A/T in lieu of A/S BSW (Avail with STX only)  
**\$1,820** – Line 384 / 17S – STX Appearance Pkg, to incl... (N/A w/ Fog Lamps)  
• Bright Chrome Grille • Bright Hub Covers • Chrome Front and Rear Bumpers  
• 18" Sparkle Silver Painted Cast Aluminum Wheels (648) (F-250/F-350 SRW)  
• Tires: LT275/65Rx18E BSW A/S (TCH)  
**\$250** – Line 384 / 473 – Snowplow Prep Pkg  
**\$210** – Line 384 / 86M – Dual Batteries (req'd w/ 7.3L V8)  
**\$1,110** – Line 241B / 90L – Power Windows, Locks, Mirrors and Key Fobs (Crew Cab)  
**\$650** – Line 252 / LNX – Tow Pkg / Spray Liner  
**\$270** – Line 244 / 52B – Trailer Brake Controller  
**\$140** – Line 384 / 76C – Exterior Back up Alarm  
**\$750** – Line 384 / 53W / 15J – Gooseneck Hitch Prep Pkg & Gooseneck Hitch Kit (Factory)  
**\$160** – Line 384 / 66S – Upfitter Switches  
**\$0** – Z1 – Exterior Color: Oxford White  
**\$0** – AS – Interior: Grey Vinyl 40 / 20 / 40 Bench Seat, rear bench in lieu of Cloth  
**\$150** – Line 385 / JMF - Delivery / Other Fees to Knapheide KC

### Added Knapheide Equipment (Price – Dealer Code – Option) (Added to Total Below):

**\$13,834** – Line 313 / EV9504 – Knapheide Equipment Installed (see following pages)...

### Total

**\$51,897 per (2022 Ford F250 Crew Cab 4x4) (full 4 door)**

...continued on following pages...



# JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

**Other Options to consider (Add to Total above if desired):**

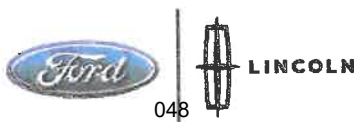
- \$9,740** – Line 249 / 99T – 6.7L Diesel Engine in lieu of 6.2L V8 Gas
- \$2,040** – Line 250 / 99N – 7.3L V8 Gas Engine (non FFV) in lieu of 6.2L V8 Gas
- \$115** – Line 384 / 67B – 397 Amp Alternator (req'd w/ 7.3L V8) (7.3L V8 & 6.7L Diesel only)
- \$420** – Line 247 / 176 – 8' Long Bed in lieu of 6.75' Short Bed
- \$460** – Line 245B / TCD – LT265/70Rx17E OWL AT Tires in lieu of AS
- \$440** – Line 253 / 18B – Running Boards (Factory)
- \$640** – Line 238 / 60B – BLIS (Blind Spot Monitors in Mirrors) (Req's Power Equipment Grp)
- \$100** – Line 384 / 41H – Engine Block Heater
- \$90** – Line 384 / 592 – Roof Clearance Lights
- \$180** – Line 245A / TBM – LT245/75Rx17E BSW AT Tires in lieu of AS (N/A w/ STX Pkg)
- \$0** – Line 384 / AS – Interior: Grey Vinyl 40 / 20 / 40 Bench Seat, rear bench in lieu of Cloth
- \$610** – Line 240 / 4S – Interior: Grey Cloth Captains Charis (no center console / seat) rear bench
- \$350** – Line 236 / PTS – 3<sup>rd</sup> Set of Keys or Key FOBS
- \$130** – Line 384 / 61S / 62S – Molded Mud flaps Front and Rear
- \$450** – Line 243 / 595 / 17F – Fog Lights & Chrome Bumpers (N/A w/ STX Pkg)
- \$190** – Line 384 / 924 / 43B – Rear Privacy Glass & Defroster (Req's Power Equipment Grp)
- \$370** – Line 384 / 85G – Tailgate Step
- \$610** – Line 384 / 4S – Interior: Grey Cloth Captains Charis (no center console / seat) rear bench  
(Front seats do not have a center console or seat in center section. Space is deleted for upfit of an aftermarket console)
- \$910** – Line 241A / 90L – Power Windows, Locks, Mirrors and Key Fobs (Super Cab)

Joe Machens Ford appreciates your business and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,



Kelly Sells, Fleet Manager, Joe Machens Ford, 573-445-4411, ksells@machens.com



# JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

**KNAPHEIDE**  
SINCE 1848

Knapheide Truck Equipment  
7200 NE 46th Street  
Kansas City MO 64117  
Phone: 816-472-4444  
Fax: 816-472-6147  
www.kansascity.knapheide.com

## QUOTATION

Quote ID: EV00009504

Page 1 of 2

Customer: JOE MACHENS FORD  
1911 W WORLEY ST  
P O BOX 1078  
COLUMBIA MO 65203

Quote Number: EV00009504  
Quote Date: 4/9/2021  
Quote valid until: 5/9/2021

Contact: KELLY SELLS  
Phone: 573-445-4411  
Fax: 1-573-446-7242

Prepared By: Eric Voorvart  
Salesperson: Eric Voorvart  
PO#:

Enduser: BELTON CITY OF

Make: FORD	Model: F-250	Year: 2021	Single/Dual:
Cab Type:	Wheelbase:	Cab-to-Axle:	VIN:

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	WS 74485	BLADE MVP3 8-1/2'	\$7,798.00	\$7,798.00
1	WS 31270	MOUNT KIT UM F250SD-550SD 2017	\$0.00	\$0.00
1	WS 74300-3	BIG BOX ASSY MVP3	\$0.00	\$0.00
1	WS 72525	LED HEADLIGHTS-NIGHTHAWK	\$0.00	\$0.00
1	WS 74973	16 PIN HALOGEN HARNESS	\$0.00	\$0.00
1	WS 29070-1	MODULE 3 PORT - DRL	\$0.00	\$0.00
1	WS 35500	MULTI-POSITION FLOW HH CONTROL	\$0.00	\$0.00
1	UNIV AW-32	HYDRAULIC OIL	\$0.00	\$0.00
1	WS 41811	RUBBER DEFLECTOR KIT 18"	\$0.00	\$0.00
1	WS 43088	SHOE ASSY KIT MVP 3 (PAIR)	\$0.00	\$0.00
1	WS 78000-1	TORNADO - 1.5 CU YD	\$5,586.00	\$6,686.00
1	BUYE 1496505	SAM SPREADER HOLD DOWN KIT (4 PCS)	\$0.00	\$0.00
1	WS 76668	VIBRATOR KIT - FLEET FLEX	\$450.00	\$450.00

Quote Total: \$13,834.00

Discount: \$0.00

Total Due(Sales tax not included): \$13,834.00

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
				Yes / No

Notes:

This Quote is subject to the following terms and conditions:



# JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com



Knapheide Truck Equipment  
7200 NE 46th Street  
Kansas City MO 64117  
Phone: 816-472-4444  
Fax: 816-472-5147  
www.kansascity.knapheide.com

## QUOTATION

Quote ID: EV00009504

Page 2 of 2

### Credit Card Policy

We do not accept credit cards for payment of any order in excess of \$10,000.00. For other orders, we do accept MasterCard, American Express, Visa and Discover cards for payment.

### Pricing Policy

- Price Quotation is good on orders received through the expiration date.
- Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change.
- Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order.

### Payment Policy

- Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order.
- Payment terms for customers with an established credit account will be Net 30 from date of invoice.
- Knapheide has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

### Return Policy

- All sales are final. Purchased parts or products are non returnable.

### Cancellation Policy

- Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Knapheide) and upon cancellation of installation orders, once product installation has begun.

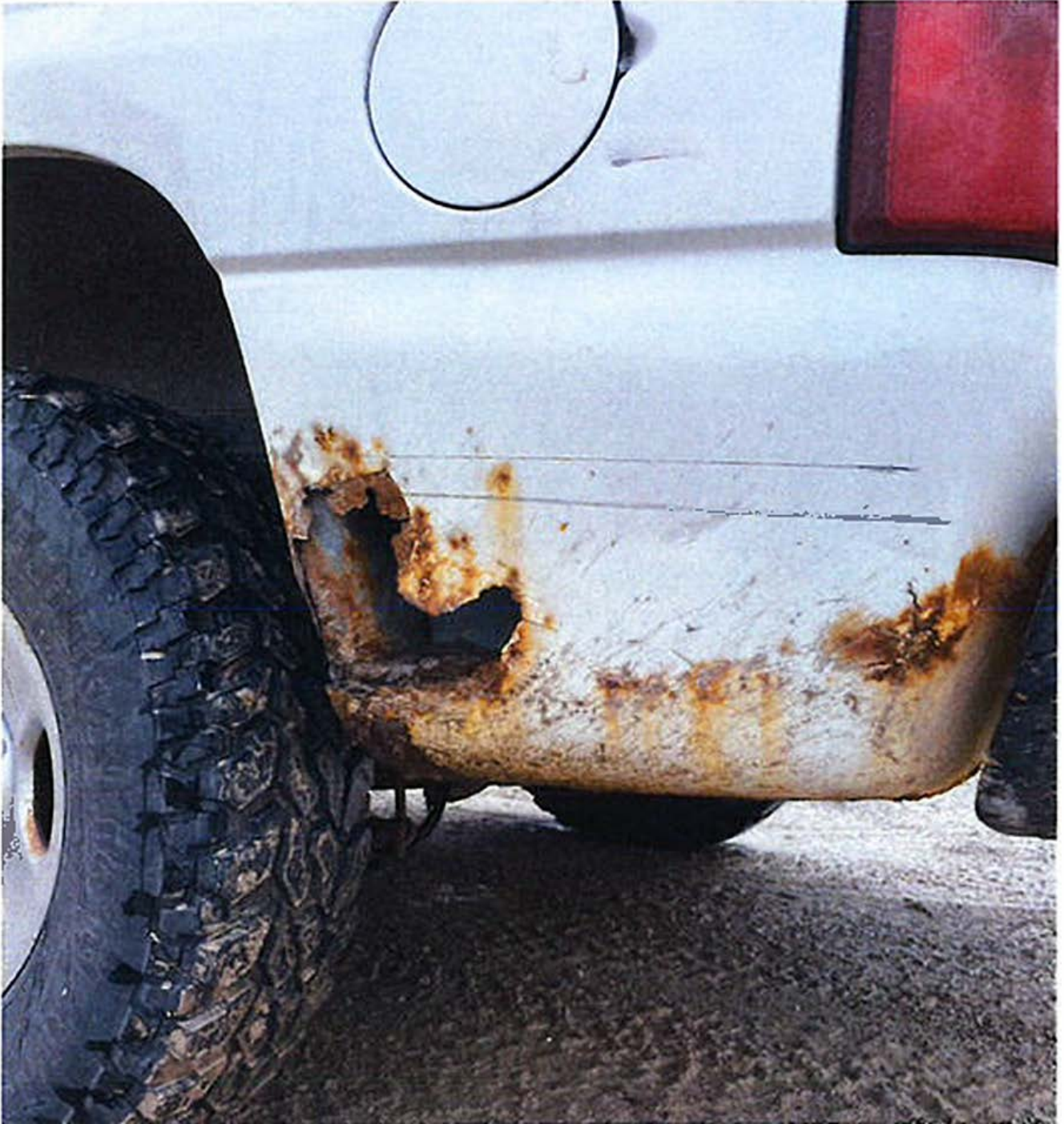
Customer agrees and understands this Quote is an offer to sell subject to the terms and conditions above and any additional terms or modifications are hereby objected to, unless mutually agreed upon in writing by Customer and Knapheide. The undersigned represents and warrants that he/she is duly authorized to sign below on behalf of Customer and thereby accepts offer and Knapheide will begin processing the order.

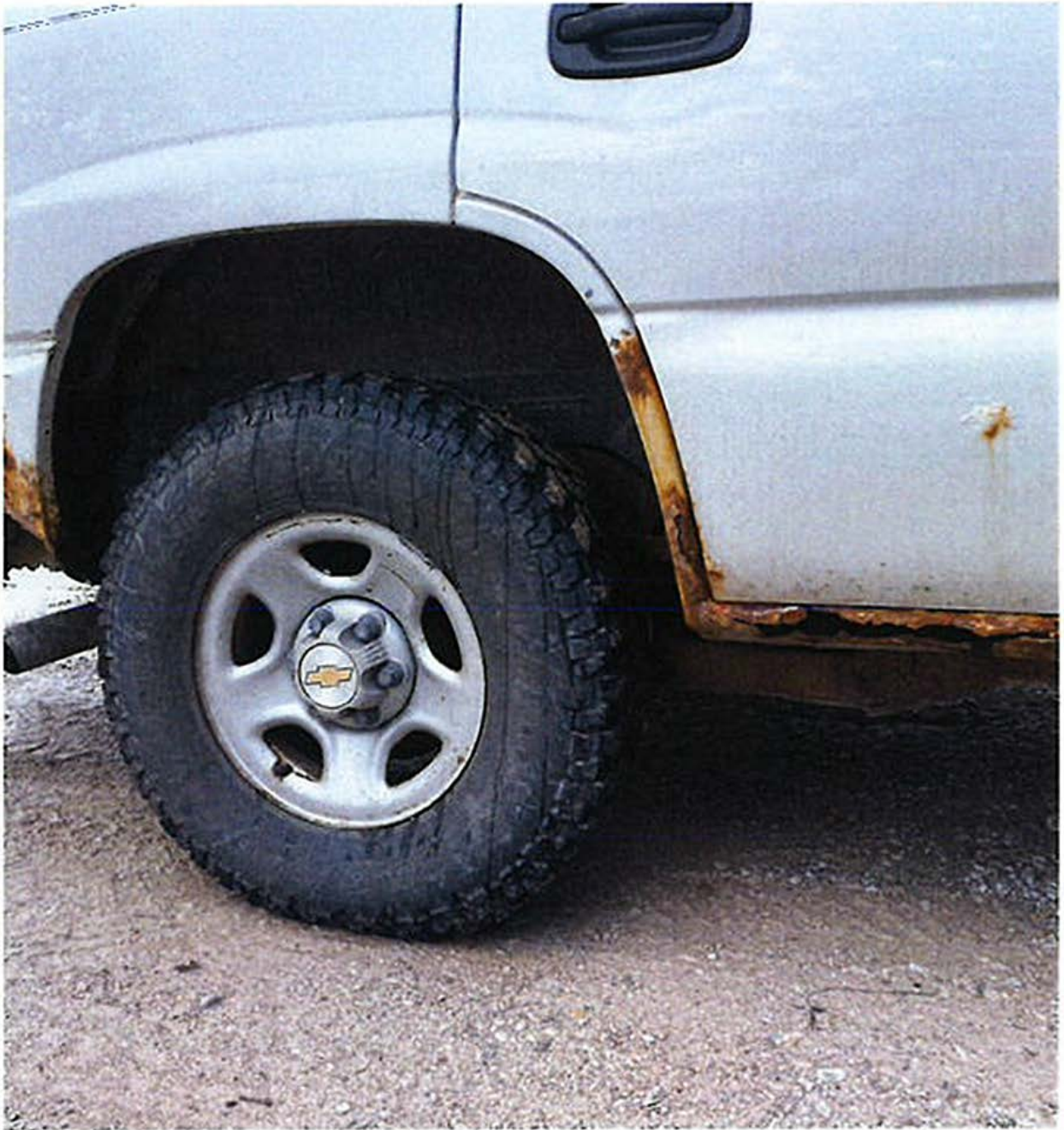
Customer must fill out the information below before the order can be processed...

Signature & Print Accepted by:	
Date:	
P.O. number:	Dealer Code:













# **SECTION IX**

## **A**

**AN ORDINANCE APPROVING A FINAL PLAT FOR CENTER 301; A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 46, RANGE 33, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE PLAT FOR RECORDING WITH THE CASS COUNTY RECORDER'S OFFICE.**

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

**WHEREAS**, the Planning Commission convened a meeting on April 19, 2021, and reviewed and recommended approval of the final plat of Center 301 to the City Council; and

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

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

Section 1. That the City Council of the City of Belton hereby concurs with the recommendation of the Planning Commission and approves the Final Plat of Center 301.

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

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

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

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

READ FOR THE FIRST TIME: April 27, 2021

READ FOR THE SECOND TIME AND PASSED:

---

Mayor Norman K. Larkey, Sr.

Approved this \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
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 ordinance was regularly introduced for first reading at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and thereafter adopted as Ordinance No. 2021- \_\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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 CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** April 27, 2021

**DIVISION:** Planning and Building Department

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

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

**ITEM FOR CONSIDERATION:**

The application was filed for approval of a Final Plat for Center 301, to permit the development of 306 apartment units on 17.15 acres, located at the southeast corner of Towne Center Drive and Markey Parkway.

**BACKGROUND:**

The preliminary development plan and preliminary plat for Center 301 Apartments was reviewed and recommended for approval by the Planning Commission on September 21, 2020. The plan provided for development of 306 apartments. This application is the Final Plat for the proposed development.

**PROPOSED FINAL PLAT**

The Final Plat is consistent with the preliminary plan submitted with the rezoning application, as approved by the City Council:

Lot sizes- The plat provides for one lot, a 17.1582-acre parcel (747,411 square feet).

Streets/access: Access to the site would be from two existing driveway entrances on Towne Center Drive. There is also an existing driveway entrance on Markey Parkway. These entrances were designed and constructed along with the Markey Parkway and Towne Center Drive road improvements.

Easements-The final plat includes appropriate language for utility and drainage easements.

Detention- The property is in the Markey Regional Detention Watershed. Payment of a fee in lieu of providing on-site detention is provided in the UDC. The site plan also provides areas of stormwater best management practices (BMP) to lessen run-off and filter storm drainage.

**PLANNING COMMISSION RECOMMENDATION, ACTION, AND DATE:**

The Planning Commission considered the request for the final plat at their meeting on April 19, 2021. The Planning Commission recommends approval of the application for the Final Plat for Center 301, as the final plat is consistent with the final development plan. The plat meets all requirements of Section 36.35 of the Unified Development Code.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

1. Final Plat
2. Area Map



**FINAL PLAT  
CENTER 301  
PART OF THE SE 1/4, SECTION 12-T46N-R33W  
CITY OF BELTON, CASS COUNTY, MISSOURI**

NE Corner, SE 1/4,  
Section 12-T46N-R33W  
Found Brass Cap Monument

**PLAT BOUNDARY DESCRIPTION**

All that part of the Southeast Quarter of Section 12, Township 46 North, Range 33 West of the Fifth Principal Meridian in the City of Belton, Cass County, Missouri and being more particularly described as follows:

Commencing at the Southeast corner of said Southeast quarter; thence North 02°35'16" East along the East line of said Southeast Quarter a distance of 1,179.01 feet; thence North 87°24'47" West a distance of 251.59 feet to the Southwest corner of Tract "A", AVID HOTEL BELTON, a subdivision in the City of Belton, Cass County, Missouri recorded as Instrument #843766 in Plat Book 23 at Page 75, Cass County Recorder of Deeds; said corner also being on the North line of Block 1, BELTON TOWN CENTRE ADDITION, a subdivision in said City, County and State recorded as Instrument #216688 in Plat Book 17 at Page 45, Cass County Recorder of Deeds; said corner also being the POINT OF BEGINNING; thence continuing North 87°24'47" West along the North line of said Block 1 a distance of 1140.80 feet to the Easterly right-of-way line of Town Centre Drive as now established; thence along said Easterly right-of-way line the following Eight (8) courses: thence North 03°03'27" East a distance of 115.20 feet; thence North 03°45'50" East a distance of 181.18 feet; thence North 12°28'48" East a distance of 154.41 feet; thence North 31°41'32" East a distance of 72.06 feet; thence along a curve to the right whose initial tangent bears North 36°57'30" East with a central angle of 08°30'40" a radius of 365.00 feet and an arc length of 54.22 feet; thence North 45°28'11" East a distance of 111.58 feet; thence along a curve to the left with a central angle of 25°58'12" a radius of 435.00 feet and an arc length of 197.17 feet; thence North 64°29'44" East a distance of 49.10 feet to the Southwesterly right-of-way line of Markey Parkway as now established; thence South 70°30'16" East along said Southwesterly right-of-way line a distance of 622.91 feet; thence continuing along said right-of-way line along a curve to the right whose initial tangent bears South 70°25'32" East with a central angle of 31°33'34" a radius of 589.00 feet and an arc length of 324.43 feet to the Northeastly corner of Lot 1 of said AVID HOTEL BELTON; thence along the Northerly and Westerly lines of said AVID HOTEL BELTON the following six (6) courses; thence along a curve to the right whose initial tangent bears South 24°22'33" West with a central angle of 24°21'29" a radius of 39.00 feet and an arc length of 16.58 feet; thence along a curve to the right whose initial tangent bears South 55°53'58" West with a central angle of 14°21'50" a radius of 179.50 feet and an arc length of 45.00 feet; thence South 70°15'43" West a distance of 94.84 feet; thence along a curve to the right with a central angle of 10°40'04" a radius of 229.50 feet and an arc length of 42.73 feet to the Northwest corner of said Lot 1; thence South 19°11'15" East a distance of 360.45 feet to the Southwest corner of thereof; thence South 02°33'35" West a distance of 60.29 feet the POINT OF BEGINNING. Containing 747,413 square feet or 17.1582 acres, more or less.

**DEDICATION**

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

"CENTER 301"

**DRAINAGE EASEMENTS MAINTENANCE:** All drainage easements established by this plat shall be functional and maintained in perpetuity by the property owner(s) and shall not be the responsibility of the city.

**STREETS:** Streets shown on this plat and no 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, no building or portion thereof shall be built between this line and the lot line nearest thereto.

**ACKNOWLEDGEMENT**

IN TESTIMONY WHEREOF: Case Belton Holding, LLC has caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CASE BELTON HOLDING, LLC  
an Oklahoma limited liability company

By: \_\_\_\_\_  
Mike D. Case, Executive Vice President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

Before me, the undersigned, a notary public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared Mike D. Case, to me known to be the identical person who subscribed the name of Case Belton Holding, LLC, an Oklahoma limited liability company to the foregoing instrument, as its Executive Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such limited liability company for the uses and purposes therein set forth.

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

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

**PLANNING COMMISSION**

This plat of "CENTER 301" has been submitted to and approved by the Belton Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Chairman: \_\_\_\_\_ Secretary: \_\_\_\_\_

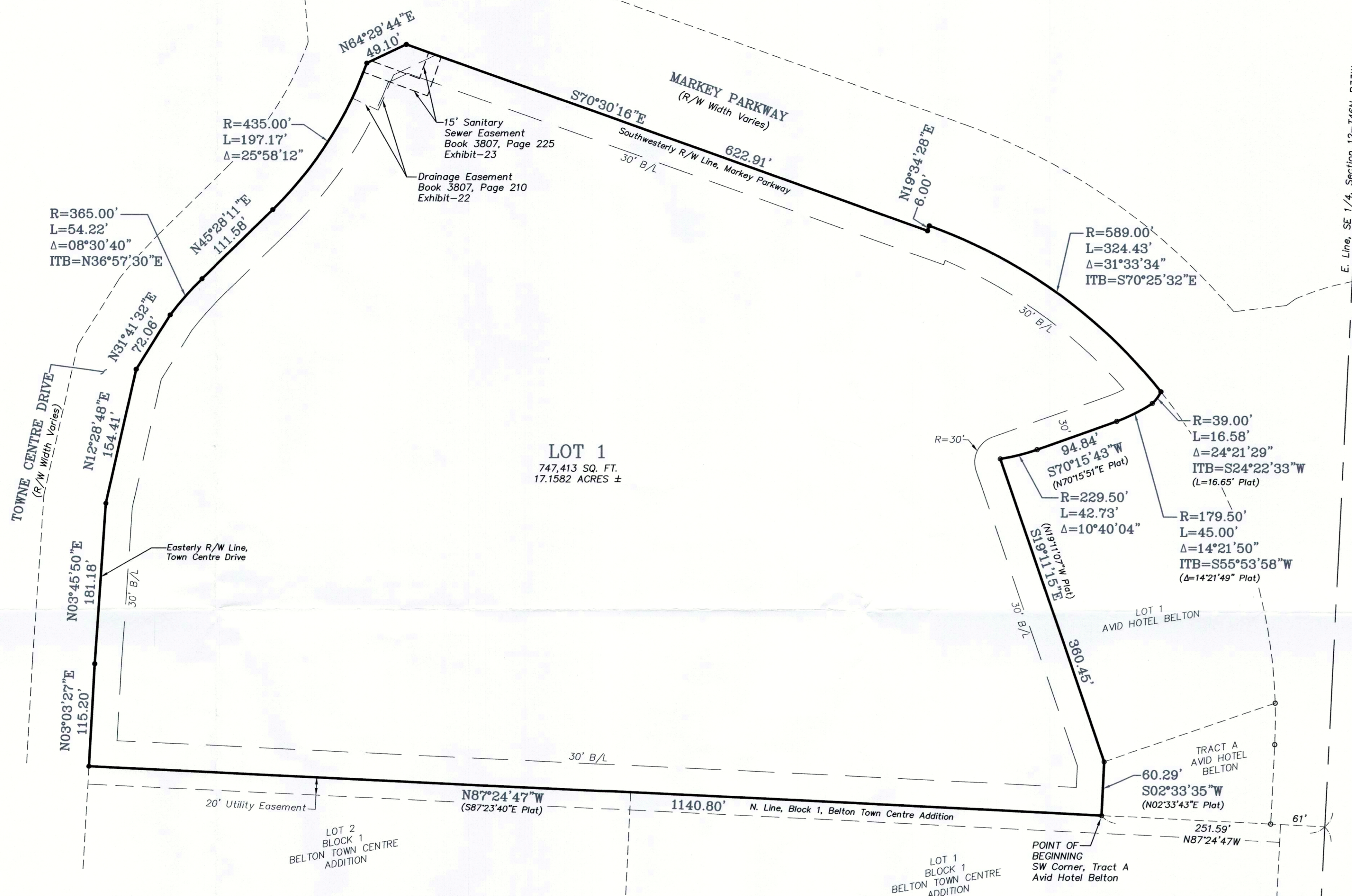
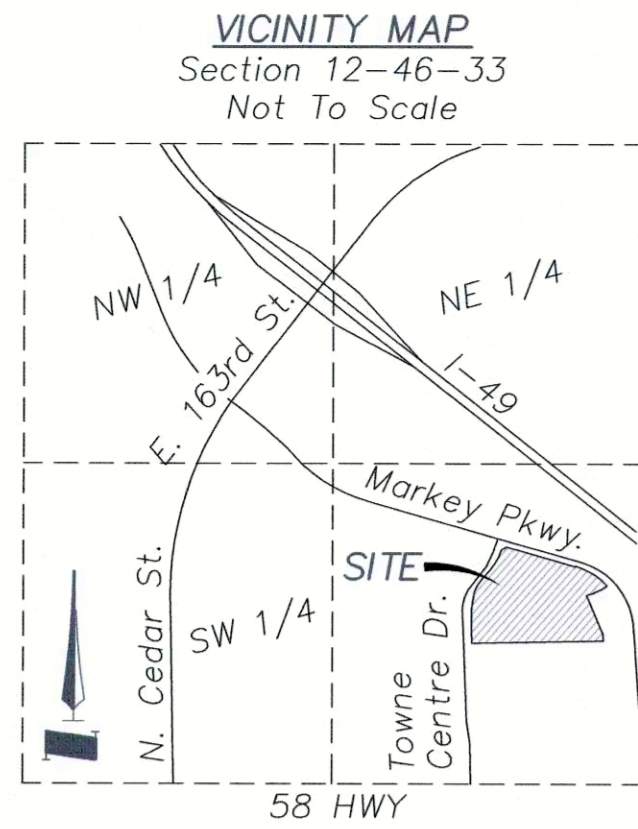
**CITY COUNCIL**

This is to certify that the within plat was duly submitted to and approved by the City Council of Belton, Missouri, by Ordinance No. \_\_\_\_\_ duly authenticated as passed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Mayor: J.W. Davis City Clerk: Andrea Cunningham

Entered on transfer record this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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



**NOTES**

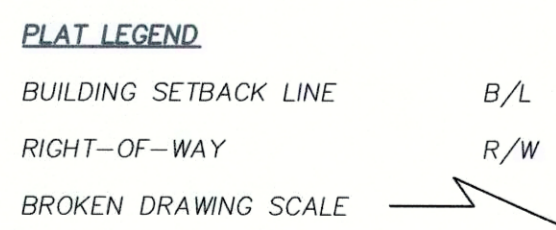
- Bearings shown hereon are grid bearings based on the Missouri State Plane Coordinate System of 1983 (NAD 83) West Zone and are referenced to Control Station CA-05.
- Property information shown hereon (existing easements, etc) was taken from Commitment for Title Insurance by Old Republic National Commercial Title Services, File No. M0253057 with an Effective Date of November 30, 2020 at 5:00 P.M., Revised December 3, 2020.

**FLOOD PLAIN NOTE**

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

**SURVEYOR'S CERTIFICATION**

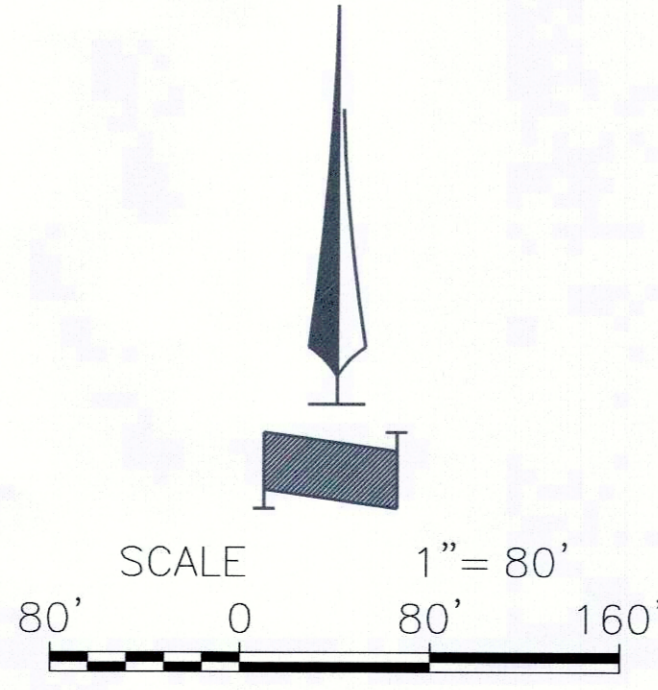
I hereby certify that a subdivision plat was made by me, or under my direct supervision, on the ground of the premises herein described, and the results of said survey are represented hereon. This plat was executed in accordance with the current Standards for type "Urban Class" Property Boundary Surveys in the State of Missouri, I further certify that I have complied with all statutes, ordinances and regulations governing the practice of surveying and platting of subdivisions to the best of my professional knowledge and belief.



- MONUMENTATION**
- = Set 5/8" Rebar W/Aluminum Cap No. 2580 Unless Noted Otherwise.
  - ⊠ = Found Section Corner Monumentation As Noted Hereon.

- RECORD SOURCES**
- Subdivision plat of "Avid Hotel Belton"
  - Subdivision plat of "Belton Town Centre Addition"
  - ALTA survey by Huffman Land Surveyors, LLC dated April 3rd, 2020
  - Missouri General Warranty Deed, Book 3797, Page 159

Bearing, distance and or text shown hereon and followed by the word "Plat" refers to that as cited in the applicable plat referenced above.



Jeffrey B. Lovelace, PLS  
Professional Land Surveyor  
Missouri Registration No. 2580

POINT OF COMMENCING  
SE Corner, SE 1/4,  
Section 12-T46N-R33W  
Found Brass Cap Monument

DATE	NUMBER	REVISION	BY	APPROVED

**FINAL PLAT  
CENTER 301  
CITY OF BELTON, CASS COUNTY, MISSOURI**

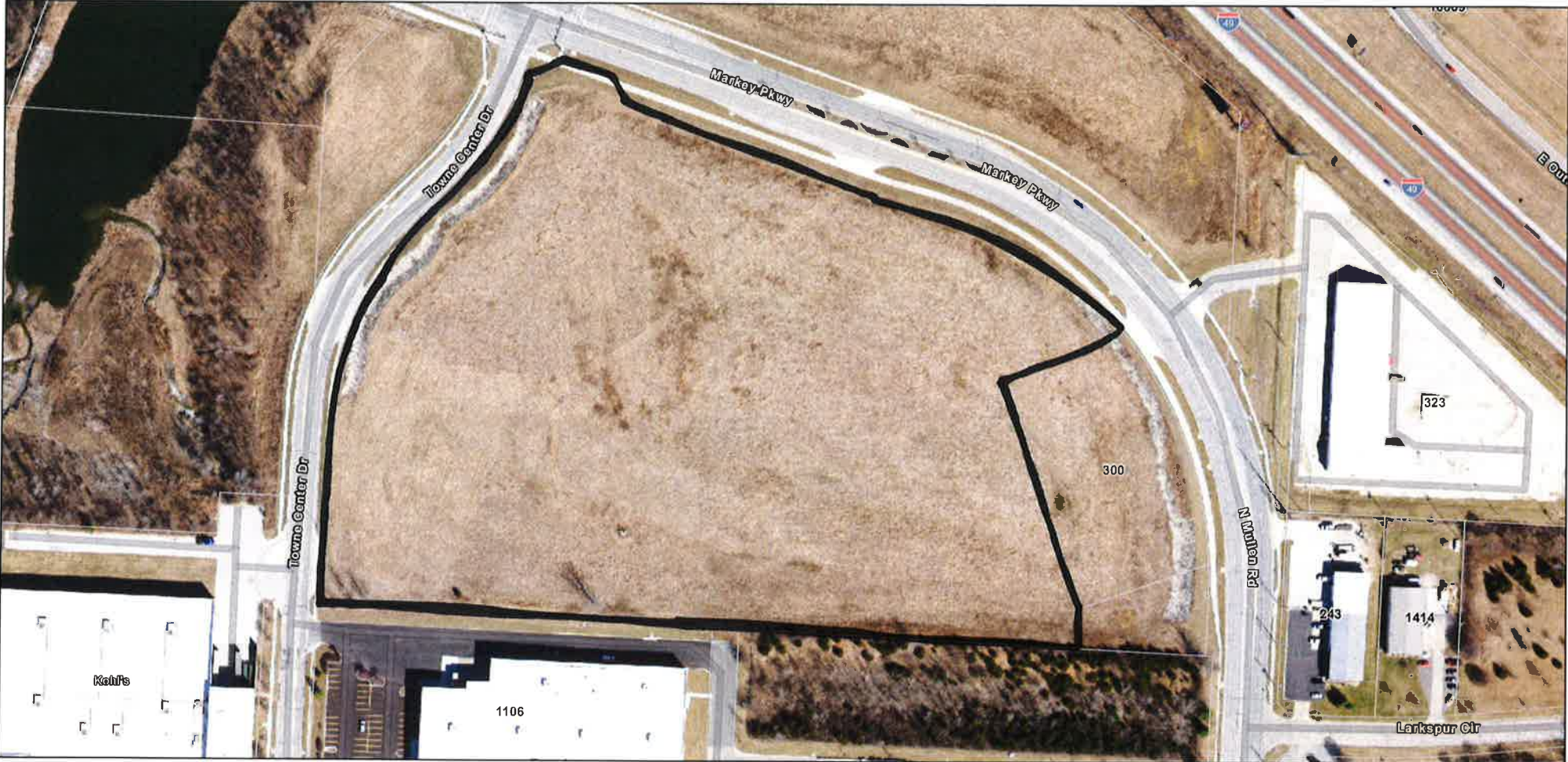
PREPARED FOR:  
CASE BELTON HOLDING, LLC  
4200 EAST SKELLY DRIVE  
TULSA, OKLAHOMA 74135

Project No: 20264  
Drawn By: JBL  
Checked By: JBL  
Date: 12-04-2020  
Scale: 1" = 80'  
File Name: 20264-Plat  
Certificate of Authority:  
Missouri - 2002026538  
Kansas - LS-154

**LOVELACE & ASSOCIATES**  
Land Surveying - Land Planning  
929 SE 3rd Street Lee's Summit, Missouri 64063  
Phone: (816) 347-9997 Fax: (816) 347-9979



# ArcGIS Web Map



4/21/2021, 9:44:38 AM  
 Aerial\_MARC\_2020\_6in.tif

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3

Streets  
 Belton\_Parcels



Maxar, Microsoft, Esri Community Maps Contributors, Kansas City, MO, County of Cass, MO, Missouri Dept. of Conservation, Missouri DNR, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA |

ArcGIS Web AppBuilder  
 Maxar, Microsoft | Esri Community Maps Contributors, Kansas City, MO, County of Cass, MO, Missouri Dept. of Conservation, Missouri DNR, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA |

# **SECTION IX**

## **B**



**AN ORDINANCE APPROVING A FINAL PLAT REPLAT FOR LOT 8, BELTON GATEWAY; A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 46, RANGE 33, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE PLAT FOR RECORDING WITH THE CASS COUNTY RECORDER'S OFFICE.**

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

**WHEREAS**, the Planning Commission convened a meeting on April 19, 2021, and reviewed and recommended approval of the final plat replat of Lot 8, Belton Gateway to the City Council; and

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

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

**Section 1.** That the City Council of the City of Belton hereby concurs with the recommendation of the Planning Commission and approves the Final Plat Replat of Lot 8, Belton Gateway.

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

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

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

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

READ FOR THE FIRST TIME: April 27, 2021

READ FOR THE SECOND TIME AND PASSED:

---

Mayor Norman K. Larkey, Sr.

Approved this \_\_\_\_ day of April, 2021.

---

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 regularly introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2021, and thereafter adopted as Ordinance No. 2021-\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2021, 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 CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** April 27, 2021

**DIVISION:** Planning and Building Department

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

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

**ITEM FOR CONSIDERATION:**

This application was filed for approval of a Final Plat-Replat for Lot 8 Belton Gateway, located on the north side of Turner Road, east of 163<sup>rd</sup> Street, for the purpose of splitting existing Lot 8 into Lots 8A and 8B.

**BACKGROUND:**

Lot 8 is an existing 5.53-acre (241,188 square feet) lot. Lot 8 was originally platted with the Belton Gateway shopping area; it is the location of Ulta Beauty.

The purpose of the replat is to “right-size” the Ulta Beauty lot for the building and parking and create a new buildable lot for future development.

Lot sizes- The plat provides for the creation of two new lots from the existing Lot 8:

1. Lot 8A- 3.80-acres (165,729 square feet) (future development lot)
2. Lot 8B- 1.73-acres (75,459 square feet) (Ulta Beauty lot)

**PROPOSED FINAL PLAT**

The plat meets all final plat requirements of Section 36.35 of Unified Development Code.

Streets/access: Access to the site would be from driveway entrances on Turner Road.

Easements-The final plat includes appropriate language for utility and drainage easements.

Detention- The property is in the Markey Regional Detention Watershed. Payment of a fee in lieu of providing on-site detention is provided in the UDC.

**PLANNING COMMISSION RECOMMENDATION, ACTION, AND DATE:**

The Planning Commission considered the request for the final plat at their meeting on April 19, 2021. The Planning Commission recommends approval of the application as the plat meets all requirements of Section 36.35 of the Unified Development Code.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

1. Final Plat
2. Area Map







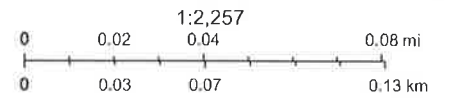
# ArcGIS Web Map



4/21/2021, 9:34:16 AM  
Aerial\_MARC\_2020\_6in.tif

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3

Streets  
Belton\_Parcels



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