



Agenda of the Belton City Council
July 13, 2021 – 6:00 p.m.
520 Main Street, Belton Missouri
<https://www.belton.org/watch>

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
 - A. Monthly Financial Report
- III. ADJOURN WORK SESSION
- IV. CALL MEETING TO ORDER
- V. PLEDGE OF ALLEGIANCE – Councilmember Savage
- 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 June 22, 2021, City Council Meeting.

Page 6

B. Motion authorizing 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.

Page 11

C. Motion approving Resolution R2021-57
A resolution authorizing and approving a Public Services Agreement between the City of Belton, Missouri and Downtown Main Street, Inc. to provide public services support for the Fall Festival in Belton, Missouri in September 2021.

Page 13

- D. Motion approving Resolution R2021-58
A resolution approving a Contract for Services for the Public Works Facility – Insulation 2 with Washington Roofing & Insulation, Inc. in the not-to-exceed amount of \$48,650.00.

Page 24

- E. Motion approving Resolution R2021-59
A resolution appointing James Pryan to the Planning Commission.

Page 51

- F. Motion approving Resolution R2021-60
A resolution reappointing Sally Smith to the Enhanced Enterprise Zone Board.

Page 55

- G. Motion approving Resolution R2021-61
A resolution establishing the 2021 Mayor’s Task Force on Water Infrastructure and Services and appointing members of the same.

Page 58

IX. REGULAR AGENDA

- A. Motion approving the first reading of Bill No. 2021-36
Readopting Ordinance No. 91-2073, as amended, establishing a procedure to disclose potential conflict of interest and substantial interest for certain municipal officials.

Page 61

- B. Motion approving the first reading of Bill No. 2021-37
An ordinance amending Section 6-96(d) of the Code of Ordinances, City of Belton, Missouri as it relates to the conduct of special hearings regarding the suspension or revocation of business licenses.

Page 66

- C. Motion approving the first reading of Bill No. 2021-38
An ordinance approving a final plat for Southview Commerce Center South 4th Plat; a tract of land in the Northwest quarter of the Northwest quarter of Section 1, Township 46 North, Range 33 West, in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's Office.

Page 69

- D. Motion approving the first reading of Bill No. 2021-39
An ordinance approving a final plat for Southview Commerce Center 5th Plat, being a replat of certain lots in Sunset Hills 2nd Plat, as specified in the plat legal description, the replat being a tract of land in the Northeast quarter of the Northwest quarter of Section 1, Township 46 North, Range 33 West, in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's Office.

Page 78

- E. Motion approving the first reading of Bill No. 2021-40
An ordinance approving a final plat for Sunset Hills 3rd Plat; being a replat of certain lots in Sunset Hills 2nd Plat and Sunset Hills Addition, as specified in the plat legal description, the replat being a tract of land in the Northeast quarter of the Northwest quarter of Section 1, Township 46 North, Range 33 West, in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's Office.

Page 86

- F. Motion approving the first reading of Bill No. 2021-41
An ordinance approving a final plat for Traditions 5th Plat; a tract of land in the Southwest quarter of Section 18, Township 46 North, Range 32 West, in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's Office.

Page 94

X. CITY COUNCIL LIAISON REPORTS

XI. MAYOR'S COMMUNICATIONS

XII. CITY MANAGER'S REPORT

July/August 2021 City Council Meetings – 6:00 p.m.

July 27, 2021

August 10, 2021

August 24, 2021

XIII. COMMUNICATIONS FROM CITY COUNCIL

XIV. ADJOURN MEETING

SECTION VIII

A

Minutes of the Belton City Council
June 22, 2021
City Hall Annex
520 Main Street, Belton, Missouri

Mayor Larkey called the work session to order at 6:00 p.m. Ryan Murray with ETC Institute presented the Recycling/City Services Survey Report. Most respondents recycle or are willing to recycle; most preferred curbside and are willing to pay for it. Areas the respondents identified for the City to focus on were streets, I-49/58 expansion, and code enforcement. Councilmember Clark asked if WCA could come to a Council meeting to talk about recycling and contamination.

Being no further business, Mayor Larkey adjourned the work session at 6:35 p.m. and called the meeting to order.

Councilmember Clark led the Pledge of Allegiance to the Flag.

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

Councilmember absent: Perry Gough

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

CONSENT AGENDA

Councilmember Clark asked the Council to please remove item D from the Consent Agenda to discuss under separate action. Mayor Larkey asked the Council to please remove item E from the Consent Agenda to discuss under separate action.

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

- **approving the minutes of the June 8, 2021, City Council Meeting.**
- **approving Resolution R2021-51: A resolution approving the purchase of four MSA G1 self-contained breathing apparatus and associated accessories from Sentinel Emergency Solutions in the amount of \$37,118.50.**
- **approving Resolution R2021-52: A resolution approving the purchase of 13 Lifepak automated external defibrillators (AED) and their accessories from Stryker in the amount of \$24,577.28.**
- **approving Resolution R2021-55: A resolution formally accepting the Southview Commerce Center first plat new public infrastructure of 1,415 feet of 12” waterline*; 1,057 feet of 10” sanitary sewer line; and 3,016 lane feet of street with a two-year maintenance bond in the amount of \$542,022.60.**

*There was a scrivener’s error when this resolution was presented. It is a 12” waterline, not an 8” waterline. The error has been corrected on the document and in the minutes.

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

D. Andrea Cunningham, City Clerk, read Resolution R2021-53: **A resolution approving Task Agreement 2021-10 with Wilson and Company to provide professional design services for the Hargis Gardens drainage improvements project in the not-to-exceed amount of \$401,876.00.**

Presented by Councilmember Clark, seconded by Councilmember Trutzel. Greg Rokos, Public Works Director, said this is the Hargis Gardens watershed. It is the detention pond and culverts. Vote on the resolution was recorded with all present voting in favor. Resolution passed.

E. Ms. Cunningham read Resolution R2021-54: **A resolution of the City of Belton, Missouri authorizing and approving a contract for services with Kissick Construction Company, Inc., the lowest and best bidder, for the combination project for Hargis Lake sanitary sewer, storm sewer, and water line relocation in the amount of \$5,219,285.00.**

Presented by Councilmember Trutzel, seconded by Councilmember Clark. Councilmember Savage requested more information on why the lowest bidder was not chosen. Mr. Rokos said he checked the lowest bidder's references. There were problems reported and they were generally not good neighbors. There were many change orders when the City used this lowest bidder last time. Vote on the resolution was recorded with all present voting in favor. Resolution passed.

REGULAR AGENDA

Ms. Cunningham gave the final reading of Bill No. 2021-32: **An ordinance amending Chapter 11 – Health and Sanitation, Article IV – Solid Waste, Section 11-106(b)(9) of the Code of Ordinances of the City of Belton, Missouri to update the hardship exception.**

Presented by Councilmember Clark, seconded by Councilmember Peek. Alexa Barton, City Manager, said Belton has many residents on the hardship exception. The contractor has asked for this amendment to expedite service. Vote on the final reading was recorded:

Ayes: 8 Mayor Larkey, Peek, Powell, Savage, Kraft, Clark, Lawson, Trutzel

Noes: 0

Absent: 1 Gough

Bill No. 2021-32 was declared passed and in full force and effect as **Ordinance No. 2021-4634**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2021-33: **An ordinance amending Section 4 of Ordinance No. 2021-4621, Exhibit C Articles of Agreement and authorizing certain actions.**

Presented by Councilmember Clark, seconded by Councilmember Peek. Vote on the final reading was recorded:

Ayes: 8 Peek, Clark, Powell, Savage, Kraft, Trutzel, Lawson, Mayor Larkey

Noes: 0

Absent: 1 Gough

Bill No. 2021-33 was declared passed and in full force and effect as **Ordinance No. 2021-4635**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2021-34: **An ordinance accepting the continuance of a Mid-America Regional Council (MARC) grant and accepting an additional grant for services to individuals at the Belton Senior Center.**

Presented by Councilmember Peek, seconded by Councilmember Clark. Vote on the final reading was recorded:

Ayes: 8 Lawson, Clark, Powell, Savage, Peek, Trutzel, Kraft, Mayor Larkey

Noes: 0

Absent: 1 Gough

Bill No. 2021-34 was declared passed and in full force and effect as **Ordinance No. 2021-4636**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2021-35: **An ordinance of the City of Belton, Missouri amending section 8-119 costs, fees, and surcharges of the Code of Ordinances of the City of Belton, Missouri.**

Presented by Councilmember Peek, seconded by Councilmember Clark. Vote on the final reading was recorded:

Ayes: 8 Mayor Larkey, Clark, Lawson, Savage, Peek, Trutzel, Kraft, Powell

Noes: 0

Absent: 1 Gough

Bill No. 2021-35 was declared passed and in full force and effect as **Ordinance No. 2021-4637**, subject to Mayoral veto.

Ms. Cunningham read Resolution R2021-56: **A resolution approving a Public Service Agreement between Oats, Inc. and the City of Belton, Missouri to provide daily site transportation for individuals to and from the Belton Senior Center.**

Presented by Councilmember Clark, seconded by Councilmember Peek. Mayor Larkey excused himself for a perceived conflict of interest. Vote on the resolution was recorded with all present voting in favor except Mayor Larkey who abstained. Resolution passed.

CITY COUNCIL LIAISON REPORTS

Councilmember Lawson provided the Council with a Park report

- The farmer's market is every Thursday from 4-7 p.m. at Memorial Park
- June 25 is Theatre in the Park
- June 26 the outdoor waterpark opens
- More swim classes are now available
- August 2 the Belton Senior Center is planning to reopen

Councilmember Powell provided the Council with a Planning Commission report

- Three plats for the Southview Commerce Center building 4 were approved.
- The final development plan for the Southview Commerce Center building 4 was approved 5-1 with Councilmember Powell voting no because the noise level exceeds what is allowed.

MAYOR'S COMMUNICATIONS

Mayor Larkey said he is working on a task force recommendation for the next meeting.

CITY MANAGER'S REPORT

July/August 2021 City Council Meetings – 6:00 p.m.

July 13, 2021

July 27, 2021

August 10, 2021

August 24, 2021

Ms. Barton said we received a citizen complaint about panhandling. Padraic Corcoran, Attorney, said this subject has supreme court ruling and cities have a few options. Staff will prepare a revised ordinance and bring it to the Council.

Blasting for the 301 Apartments will be tomorrow from 10:00-11:15 a.m. The insurance company is still following up on the South Cedar house fire.

Ms. Barton asked for additional information regarding the task force. Mayor Larkey said he will have it for the next meeting. Councilmember Clark asked about the recent change in Use Tax. Mr. Corcoran said it still requires citizens' approval. Councilmember Clark asked if the task force could look at this avenue for revenue.

COMMUNICATIONS FROM CITY COUNCIL

Councilmember Trutzel said he's getting a lot of questions about the two new apartment complexes.

Councilmember Clark congratulated Carolyn Yatsook, Economic Development Director, for receiving the MEDC Economic Developer of the Year award.

Ms. Barton congratulated Ms. Cunningham for receiving an additional City Clerk certification.

At 7:08 p.m. Councilmember Trutzel moved to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; and to discuss matters pertaining to negotiated contracts, according to Missouri Statute 610.021.12, and that the record be closed, and the meeting adjourned from there. Councilmember Clark seconded. The following vote was recorded:

Ayes: 8 Powell, Clark, Lawson, Savage, Peek Trutzel, Kraft, Mayor Larkey

Noes: 0

Absent: 1 Gough

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

Andrea Cunningham, City Clerk

Mayor Norman K Larkey, Sr

SECTION VIII

B

7/13/2021 Auction Items

Senior Center

- TV
- TV stand
- Chair
- 2 Small chairs
- Coat rack

SECTION VIII

C

R2021-57

A RESOLUTION AUTHORIZING AND APPROVING A PUBLIC SERVICES AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND DOWNTOWN MAIN STREET, INC. TO PROVIDE PUBLIC SERVICES SUPPORT FOR THE FALL FESTIVAL IN BELTON, MISSOURI IN SEPTEMBER 2021.

WHEREAS, Downtown Belton Main Street, Inc. has successfully sponsored, organized, promoted, and provided administrative support for the Fall Festival in downtown Belton for many years; and

WHEREAS, the City of Belton has determined that the Fall Festival is in the best interest of the City by promoting economic development activities, strengthening the central business district, and contributing to the preservation of the historic character in the downtown area; and

WHEREAS, the City of Belton contributes to this public festival by providing access to special event liability insurance, use of city properties and services in the downtown area, and assisting Downtown Belton Main Street with security and traffic control.

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

- Section 1.** The City Council hereby approves the Public Service Agreement herein attached and incorporated as **Exhibit A** to this resolution to facilitate the Fall Festival activities in the historic downtown business district.
- Section 2.** That the Mayor is authorized to sign the agreement on behalf of the City of Belton.
- Section 3.** That this resolution shall be in full force and effect from and after the date of its passage and approval.

Duly read and passed this ___ day of _____, 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 introduced at a meeting of the City Council held on the ___ day of _____, 2021, and adopted at a 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

**2021 Fall Festival
PUBLIC SERVICE AGREEMENT BY AND BETWEEN
THE CITY OF BELTON
AND
DOWNTOWN BELTON MAIN STREET, INC**

This Agreement made and entered into this ____ day of ____, 2021, is by and between Downtown Belton Main Street, Inc., a Missouri nonprofit corporation (hereinafter “Main Street”), and the City of Belton, Missouri, a Missouri constitutional charter city (hereinafter “City”).

WITNESSETH:

WHEREAS, Main Street was created to provide education and charitable resources in order to promote and strengthen a diverse central business district and preserve historic character and assets in the City; and

WHEREAS, as part of its public purpose, Main Street sponsors the Fall Festival (“Fall Festival”) and has requested City assistance in securing insurance, providing access to certain City properties on Main Street and other services as detailed in **Attachment A** to this Agreement for the Fall Festival (hereinafter “City Assistance”); and

WHEREAS, the City has determined that the Fall Festival is in the best interest of the City because it promotes the general health, safety, and welfare of the City, provides economic development activities and promotes a public purpose.

NOW THEREFORE, in consideration of mutual undertakings and mutual benefits from the services set forth herein, the City and Main Street agree as follows:

I. SCOPE OF SERVICES

Main Street will sponsor, organize, promote, and provide administrative oversight for the Fall Festival, as outlined in **Attachment A** of this Agreement, on September 10 and 11, 2021 for the benefit of the citizens of the City of Belton, Missouri.

II. CONTRIBUTION IN SUPPORT OF PUBLIC PURPOSE

In order to facilitate a public purpose, the City agrees to add Downtown Belton Main Street, Inc., as an additional insured on the general comprehensive liability insurance as a Special Event. The City also agrees to provide access to certain City properties along Main Street for the Fall Festival and other services as detailed in **Attachment A** to this Agreement.

III. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be effective on September 10 and 11, 2021.

IV. ASSIGNMENT/SUBCONTRACTS

Main Street and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed, or otherwise disposed of without the prior consent of the other party to the Agreement, however, parties agree that Main Street may subcontract for trash and electrical services without prior approval of the City.

V. NON-DISCRIMINATION PROVISIONS

Main Street and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, disability, age, religion, sex, or national origin. Main Street will take affirmative action to ensure that applicants are employed in good faith. Main Street and its subcontractors will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

VI. COMPLIANCE WITH THE LAW

All parties shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations.

VII. INTEREST OF LOCAL PUBLIC OFFICE

No member of the City Council of the City, or any officer, employee, or agent of the City who exercises any functions or responsibilities in connection with review or approval of the work to which this Agreement pertains, shall have any personal interest, direct or indirect, in the Agreement or the proceeds thereof except as permitted by the law of the State of Missouri.

VIII. INDEPENDENT CONTRACTOR

Main Street is not authorized or empowered to make any commitments or incur any obligation on behalf of the City and is merely acting as an independent contractor.

IX. INDEMNIFICATION

Main Street shall indemnify, release, defend, become responsible for, and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, subject to the provisions set forth in the Missouri Sovereign Immunity Statute, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs, or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of Main Street or its agents, employees, or subcontractors, arising out of or in any way connected with the operations expressly authorized herein; provided, however, that Main Street need not save harmless the City from claims, demands, losses, and expenses arising out of the sole negligence of the City, its employees or agents. In addition, the City shall not be liable or responsible in any manner to any subcontractor with whom Main Street has contracted for additional services under the terms of the Agreement.

X. TERMINATION OF THIS AGREEMENT

The City may terminate this Agreement at any time upon providing Main Street written notification of the same. Either Party shall have the right at its option to terminate this Agreement and be free of all obligations hereunder in the event that the other Party is in default or violation of the terms, conditions, assurance, or certifications of this Agreement. Non appropriation of funds by the City Council shall not be considered a violation or default of this Agreement.

XI. NOTICE

Any notice required by this contract is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Notice to the City shall be addressed to:

City Manager
City of Belton, Missouri
506 Main Street
Belton, Missouri 64012

Notice to Main Street shall be addressed to:

President
Downtown Belton Main Street, Inc.
519 London Way
Belton, Missouri 64012

XII. AMENDMENTS

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and Main Street mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

XIII. SEVERABILITY

It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

XIV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or affect.

XV. FORCE MAJEURE

The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, adverse weather conditions,

fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, compliance with any law, ordinance, regulation, ruling, order or other governmental action, or other contingencies the non-occurrence of which was a basic assumption on which this agreement was made, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

DOWNTOWN BELTON MAIN STREET, INC.

CITY OF BELTON, MISSOURI
A Municipal Corporation

President

Mayor

ATTEST:

ATTEST:

Treasurer

City Clerk

ATTACHMENT A

Coordinated Fall Festival activities

Friday, September 10, 2021 4:00 pm – 10:00 pm

Saturday, September 11, 2021 9:00 am – 10:00 pm

BY DOWNTOWN BELTON MAIN STREET, INC.

- Solicit and organize vendors
- Hire musicians
- Hire subcontractors for portable toilets, trash and electric
- Secure any electric permits or licenses that may be required for subcontracted electrical work
- Provide stage, tables, chairs, sound equipment
- Promote festival through various media:
 - Brochures/Flyers
 - Websites
 - Local Cable Channel
- Provide city water billing department with 8,000 copies of the flier for insertion in the water bills
- Provide for ADA accommodations in parking and accessibility on streets, ramps and sidewalks
- Advertise pet guidelines for promotion of safe and healthy environment
- Coordinate activities with downtown merchants
- Apply for sign permit and post festival signage around town
- Post “no parking” signs on Main, Ella, and Walnut on 9/9/2021 in the evening, with approval from the Police Department – provide the city with a copy of the sign that will be posted
- Use traffic channelizers to close the intersections of Main & Herschel/Ella/Walnut/Chestnut/Loop Rd. (see map)
- Inform the Belton School District and school bus company of the street closures
- Inform landlords, businesses, and residents along Main St and other closed streets about the street closures and parking restrictions
- Provide portable toilets on Loop Rd near the north side of Bays at the Moon – they will be delivered on 9/9/2021 and picked up 9/13/2021
- Clean up streets and sidewalks – before and after
- Staff the festival
- Provide post-festival evaluation
- If a beer garden will be available at the festival, coordinate with City Clerk’s office for necessary approvals and permits
- Coordinate benefits and support from City (City assistance):

Administration

- Insurance for special event coverage on city policy
- Insert fliers in water bills
- Access to vacant lot owned by City on Main Street
- City to post event on website/social media/TV

Street Department

- Streetlights turned on for constant power supply from the streetlight poles
- Check streetlights on Main, Loop, Walnut and Ella adjacent to Main St to make sure any burned out lights are replaced

Water Department

- Water provided to vendors through outside faucets at City Hall

Park Department

- Provide trash barrels – two per block and two on Loop Rd
- Provide park gators for trash pick up
- Provide park stage

Fire Department

- Open restroom at Main Street Fire Station

Police Department

- Police officers assigned to festival area
- Allow DBMS, Inc to post “no parking” signs on Main, Ella, and Walnut on 9/9/2021 in the evening
- Security and traffic control (BEMA)

Fall Festival Street Closures September 10-11, 2021



SECTION VIII

D

R2021-58

A RESOLUTION APPROVING A CONTRACT FOR SERVICES FOR THE PUBLIC WORKS FACILITY – INSULATION 2 WITH WASHINGTON ROOFING & INSULATION, INC. IN THE NOT-TO-EXCEED AMOUNT OF \$48,650.00.

WHEREAS, in 2020, the City of Belton purchased the old Seabee’s Lot at 700 Seabee Road and is turning it into the new Public Works Facility. The facility has been abandoned for many years and is in a state of disrepair. In order to make this facility suitable for the Public Works Department, insulation must be purchased and installed. This work is for Building A; and

WHEREAS, bids were solicited through Request for Proposal Number 21-015: Public Works Facility-Insulation 2, and the City received three (3) competitive bids in accordance with City of Belton Code of Ordinances Chapter 2, Purchasing Procedures on June 25, 2021.

WHEREAS, Washington Roofing & Insulation, Inc. was the lowest and best bid in the not-to-exceed amount of \$48,650.00.

Kansas Spray Foam Insulation	The Hayes Company	Washington Roofing & Insulation, Inc.
\$55,623.84	\$65,415.39	\$48,650.00

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

SECTION 1. That the Contract for Services for the Public Works Facility – Insulation 2, herein attached and incorporated to this Resolution as **Exhibit A**, with Washington Roofing & Insulation, Inc. in the not-to-exceed amount of \$48,650.00 is hereby approved for purposes described above.

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 introduced at a meeting of the City Council held on the ____ day of ____, 2021, and adopted at a 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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: July 13, 2021

DIVISION: Public Works

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

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

ISSUE/RECOMMENDATION:

In 2020, the City of Belton purchased the old Seabee’s Lot at 700 Seabee Road to serve as the new Public Works Facility. The facility, abandoned for many years, is in a state of disrepair. In order to make this facility suitable for the Public Works Department, insulation must be purchased and installed. This work is for Building A.

Bids were solicited through Request for Proposal Number 21-015: Public Works Facility – Insulation 2, and the City received three (3) competitive bids in accordance with City of Belton Code of Ordinances Chapter 2, Purchasing Procedures on June 25, 2021.

Washington Roofing & Insulation, Inc. was the lowest and best bid in the not-to-exceed amount of \$48,650.00.

Kansas Spray Foam Insulation	The Hayes Company	Washington Roofing & Insulation, Inc.
\$55,623.84	\$65,415.39	\$48,650.00

Staff recommends approving a Contract for Services for the Public Works Facility – Insulation 2 with Washington Roofing & Insulation, Inc. for a not-to-exceed amount of \$48,650.00.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Washington Roofing & Insulation, Inc.
Amount of Request/Contract: \$	48,650.00
Funding Source:	225-0000-495-7200 (\$16,216.66); 660-0000-495-7200 (\$16,216.67); 662-0000-495-7200 (\$16,216.67)

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving a Contract for Services for the Public Works Facility – Insulation 2 with Washington Roofing & Insulation, Inc. in the not-to-exceed amount of \$48,650.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Exhibit A: Contract for Services for the Public Works Facility – Insulation 2



**CITY OF BELTON
CONTRACT FOR SERVICES**

Public Works Facility - Insulation 2

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this _____, 2021 between Washington Roofing & Insulation, Inc., an entity organized and existing under the laws of the State of Kansas, with its principal office located at Great Bend, Kansas, hereafter referred to as the **Contractor**, and The City of Belton, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 506 Main Street, Belton, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations, or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors, and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal, they will be resolved in accordance with the terms of this contract.

This contract is effective as of _____ and coincidental with the Mayor's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

**ARTICLE I
THE WORK**

Contractor agrees to perform all work and provide all deliverables as specified in Request for Proposal 21-015 and the General Terms and Conditions in Appendix B commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. The selected Contractor will complete work based upon individual task agreements. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms, and conditions as set forth within the proposal documents including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II
TIME OF COMMENCEMENT AND COMPLETION

The work shall be completed by August 2, 2021. Liquidated damages will commence on August 3, 2021. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III
CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$48,650.00.

The City agrees to pay the Contractor as outlined in the Contract Documents and subject to deductions provided for in Articles IV and VI.

ARTICLE IV
CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows: 95% of contract shall be paid within thirty (30) days of substantial completion of each section of this proposal – inspection and remediation, walk-through and acceptance by the City; a 5% retainage will be held until acceptance of the project at which time final payment will be made. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineer's estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

Third party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in Appendix B: General Terms and Conditions to the Contract.

ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created within the work location and surrounding area.

Contractor will promptly and within 7 days of receiving notice thereof repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired within 7 days of receiving notice thereof, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs within 10 days of completion of the repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as

specified in the schedule below for each calendar day that the Contractor shall be in default after the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Belton and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor's surety will be liable for all liquidated damages.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Amount		Charge Per Calendar Day (\$)
From More Than (\$)	To and Including (\$)	
0	50,000	150
50,001	100,000	250
100,001	500,000	500
500,001	1,000,000	1,000
1,000,001	2,000,000	1,500
2,000,001	5,000,000	2,000
5,000,001	10,000,000	2,500
10,000,001	And above	3,000

**ARTICLE VII
RESPONSIBILITIES**

The City shall provide all information or services under their control with reasonable promptness and designate the Public Works Director, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental

Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed and shall be responsible for his employees. Contractor will also supervise and direct the work performed by sub-contractors and their employees and be responsible for the work performed by sub-contractors hired by the contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any sub-contractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure sub-contractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 28). The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or e-mail. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third-party attorney in good standing and licensed to practice law in Missouri to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion. Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with bid specifications.

ARTICLE XI REQUIRED SAFETY TRAINING

- A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- B. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.
- C. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.
- B. The penalty described in Subsection “A” of this Section shall not begin to accrue until the time periods described in Sections XI “B” and “C” above have elapsed.
- C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
 - * providing documentation affirming the bidder’s enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Contractor agrees that it has not relied upon any representations of Contractor as to prospective performance of the goods but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement with the City of Belton the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

SEAL)

THE CITY OF BELTON, MISSOURI

By: _____
Norman K. Larkey, Sr., Mayor

Attest: _____
Andrea Cunningham, City Clerk

SEAL)

CONTRACTOR'S NAME

By: Moriah Carpenter Moriah Carpenter

Title: Project Manager

Attest: [Signature] Anthony Castillo

APPENDIX A SCOPE OF SERVICES AND SPECIAL PROVISIONS

Public Works Facility – Insulation 2

A mandatory Pre-Bid Meeting will be held on June 10, 2021 at 9:00 a.m., local time, and June 11, 2021 at 9:00 a.m., local time, at 700 Seabee Road, Belton, MO 64012. Due to the importance of all bidders having a clear understanding of the specifications and scope of work requirements, **bids will only be accepted from those who are represented at one of the Pre-Bid Meetings.** Attendance at the Pre-Bid Meeting will be evidenced by the representative's signature on the attendance roster.

ANTICIPATED SCOPE OF SERVICES:

The City of Belton's Public Works Department is seeking proposals to furnish and install closed cell spray foam insulation in the Administration Building located at 700 Seabee Road, Belton, MO 64012. The metal building has been abandoned for several years and in order to provide a vapor and air barrier we are specifically requesting closed cell spray foam for the Administration Building. Bidders will be responsible for gathering the dimensions for the Administration Building for pricing purposes prior to submitting a bid for RFP 21-015.

SPECIFICATIONS THAT APPLY

1. Project Special Specifications
2. City of Belton Design and Construction Manual
3. KC Metro APWA Standards and Specifications

METHODS AND PAYMENTS

1. Payments shall be to the Contractor for work completed in accordance with applicable sections of Appendix B – General Terms and Conditions.
2. The installation cost of all work included in this contract shall be included in the Contractor's unit prices set forth in the bid. The unit price for each of the several items in the proposal shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the unit prices so set forth by the amount of work as actually constructed shall constitute full payment to the Contractor for performance of the work included in the section for the specifications.

3. Methods and payment for each work item shall be in accordance with the following:
 - a. Bid Item #1 – Administration Walls: Payment for the installation of 3 inches of closed cell spray foam on the walls shall be paid for as a lump sum as set forth in the Bid Schedule per lump sum. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all labor, equipment, materials, and all other work incidental to the complete installation of this item. The Administration building location can be seen in Attachment 3 of this document located at 700 Seabee Road, Belton, MO 64012.
 - b. Bid Item #2 – Administration Roof: Payment for the installation of 5 inches of closed cell spray foam on the walls shall be paid for as a lump sum as set forth in the Bid Schedule per lump sum. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all labor, equipment, materials, and all other work incidental to the complete installation of this item. The Administration building location can be seen in Attachment 3 of this document located at 700 Seabee Road, Belton, MO 64012.

ADDITIONAL BIDDING INFORMATION

Project questions: All questions regarding the bidding of this project must be submitted to Michael Kuhn, Engineer I, City of Belton, by phone at (816) 892-1293 or by email at mkuhn@belton.org. **All questions must be received (3) days prior to the bid opening.**

Project is tax exempt.

APPENDIX B General Terms and Conditions

A. *Procedures*

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Public Works Director or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Public Works Director will designate their authorized representatives in writing. Both the City of Belton and the Contractor must approve any changes to the contract in writing.

B. *Contract Award*

The contract will be awarded based on the base bid plus alternates as selected by the City. Alternates may increase or decrease the total bid price depending on the price of the alternate. Some alternates are additional items, while others are replacement of other line items.

C. *Contract Period*

Award of this contract is anticipated prior to the end of July 2021.

D. *Insurance*

The Contractor shall procure, maintain, and provide proof of insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Belton by the Bidder/Contractor, its agents, representatives, employees, or subcontractors. The City of Belton shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis without contribution from the City's coverage. A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

Contractor shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Professional shall supply such insurance, if available, at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.

- a. Commercial General Liability Insurance: with limits of \$2,500,000 per occurrence and \$2,500,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - i. Severability of Interests Coverage applying to Additional Insureds

- ii. Contractual Liability
 - iii. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,500,000
 - iv. No Contractual Liability Limitation Endorsement
 - v. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent
- b. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:
- Workers Compensation Statutory
 - Employers Liability
 - \$100,000 accident with limits of:
 - \$500,000 disease-policy limit
 - \$100,000 disease-each employee
- c. Commercial Automobile Liability Insurance: with a limit of \$2,500,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Professional.
- d. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City's Standard Certificate of Insurance Form furnished in Attachment 2 or its equivalent.
- e. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better and are licensed or approved by the State of Missouri to do business in Missouri.
- f. Regardless of any approval by City, it is the responsibility of the Contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, City may order Contractor to immediately stop work, and upon ten (10) days' notice and an

opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

B. *Hold Harmless Clause*

The Bidder/Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Belton, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

C. *Exemption from Taxes*

The City of Belton is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore, the City shall not be charged taxes for materials or labor.

D. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each Subcontractor or vendor used by the Contractor.

Contractor agrees to pay all employee involved in this contract the required wages as listed in the prevailing Wage Order 28 for Cass County, Missouri, USA.

E. *Invoicing and Payment*

The Contractor shall submit invoices for services outlined above in the scope of services. Certified payroll shall be submitted with each pay request or invoice.

Invoice shall be based on the following schedule:

At completion of work – 95% of contract amount with 5% held for retainage – the 5% retainage will be held until acceptance of the project by the Belton City Council at which time final payment will be made. Payment will be based on actual services rendered and actual costs. All such invoices will be paid within thirty (30) days by the City of Belton unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Third party payment arrangements will not be accepted by the City.

F. *Cancellation*

The City of Belton reserves the right to cancel and terminate this contract in part or in whole without penalty upon thirty (30) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

G. *Contractual Disputes*

The Contractor shall give written notice to the City of Belton of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Belton shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Public Works Director or his designee. The Public Works Director shall render a decision within sixty (60) days of receipt of the appeal.

H. *Severability*

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

I. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Belton codes.

J. *Drug/Crime Free Workplace*

The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on City of Belton property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession, or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes);
3. Any crimes committed while on City property

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Belton in addition to any criminal penalties that may result from such conduct.

K. *Inspection*

At the conclusion of each job order, the Contractor shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Belton.

L. *Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

M. *Safety Training*

Contractors are informed that the project is subject to the requirements of Section 292.675, RSMo that requires all Contractors or Subcontractors doing work on the project to provide and require its on-site employees to complete a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program. All on-site employees of a Contractor or Subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

N. *Prevailing Wage Requirement*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 28). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

Not less than the prevailing wage included must be paid to all workers performing work under the contract (Section 290.250, RSMo).

The Contractor will forfeit a penalty to the contracting body of \$100 per day (or portion of a day) if a worker is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor (Section 290.250, RSMo).

O. *Permits/Certificates*

The successful Contractor shall be responsible for obtaining all permits and for incurring all expenses associated with those permits prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the Business License required of all vendors doing business within the City limits of Belton (unless otherwise directed by the City Clerk). This permit can be obtained from the office of the City Clerk, 506 Main Street, Belton, Missouri 64012.

Certificates must be submitted with the RFP if project utilizes any of the Contractors listed herein; Class A and B Contractors, Electricians, Plumbers, and Mechanical Contractors.

Class A and B Contractors, Electricians, Plumbers, and Mechanical Contractors who held a 2012 Belton Business License must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

P. *Mobilization, Bonds, and Insurance*

Mobilization, Bonds, and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price.

Payment shall be made on the following schedule.

Percentage of Contract Completed	Percentage Mobilization Payment
5%	25%
10%	50%

25%	75%
50%	100%

Q. Bid Bond

A bid bond or certified check from a surety or bank acceptable to the Public Works Director in the amount equal to or greater than 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security before the bid date is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of sixty (60) days after the date of opening of bids.

R. Performance Bond

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of the contract documents and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

S. Payment Bond

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of the contract price conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in then prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

T. *Maintenance Bond*

Prior to acceptance of the project, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price that shall remain in full force and effect for a period of two (2) years from the date of project acceptance. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so with all costs including administration fees going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

U. *Rejection of Bids*

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

V. *Release of Information*

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

W. *American Products*

Pursuant to RSMo 34.353 for Contracts over \$25,000 any manufactured goods or commodities used or supplied in the performance of the Contract or subcontract shall be manufactured or produced in the United States, unless determined to be exempt as provided in the statute.

1. Contractor agrees that any manufactured goods or commodities that are used or supplied in the performance of this Contract or any subcontract hereto shall be manufactured or produced in the United States, unless;
 - a. The manufactured good or commodity used or supplied involves an expenditure of less than twenty-five thousand dollars (\$25,000), or

- b. The contractor shall provide evidence sufficient for the City to certify in writing that:
 - i. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or
 - ii. The specified products cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements.
 2. The written certification contemplated by Subsection 1(b) of this Section Y shall;
 - a. Specify the nature of the contract,
 - b. Specify the product being purchased or leased,
 - c. Specify the names and addresses of the United States manufacturers and producers contacted by the City or the project architect or engineer,
 - d. Provide an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten (10) percent, and
 - e. Such other requirements as may be imposed by Section 34.353 of the revised Statutes of Missouri, as amended.
 3. The written certification contemplated by Subsection 1(b) of this Section Y shall be maintained by the City for a period of at least three (3) years.

X. *Affidavit of Work Authorization and Documentation*

Pursuant to 285.530 RSMo, the contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

PLEASE NOTE: The following affidavit in Attachment 1 must be completed and returned with RFP.

ATTACHMENT 1

AFFIDAVIT OF WORK AUTHORIZATION

(as required by Section 285.530, Revised Statutes of Missouri)

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

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

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

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

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

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

Name/Contractor:

Moriah Carpenter, PM

Company:

Washington Roofing + Insulation Inc.

Address:

213 E. Broadway PO Box 283 Grain Valley MO 64029
828 10th St. Box 1956 Great Bend, KS 67530

- 1 I am of sound mind and capable of signing this Affidavit and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Belton: Project #21-015.

- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- 4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Washington Roofing + Insulation, Inc.
 Company Name

Moriah Carpenter
 Signature

Name: Moriah Carpenter

Title: PM

Subscribed and sworn to before me this 15 day of June, 2021

STATE OF Missouri COUNTY OF Jackson

Notary Public: Anthony Michael Castillo
Anthony Michael Castillo



My Commission Expires: 03/09/2024

PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following two (2) pages of the E-Verify Memorandum of Understanding:

- 1 A valid, completed copy of the first page identifying the Contractor; and
- 2 A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security - Verification Division.



Certificate of Insurance

ATTACHMENT 2

Public Works Department
 506 Main Street
 Belton, Missouri 64012

NAME AND ADDRESS OF AGENCY	COMPANIES AFFORDING COVERAGES	
	COMPANY LETTER	A
NAME AND ADDRESS OF INSURED	COMPANY LETTER	B
	COMPANY LETTER	C
	COMPANY LETTER	D
	COMPANY LETTER	E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATES	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
	General Liability <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premises --Operations <input checked="" type="checkbox"/> Explosions and Collapse Hazard <input checked="" type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury			Bodily Injury	\$	\$
				Property Damage	\$	\$
				Bodily Injury Property Damage Combined	\$	\$
				Applies to Products/Completed Operations Hazard		\$ (Personal Injury)
	Auto Liability <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-Owned			Bodily Injury (Each Person)	\$	
				Bodily Injury (Each Occurrence)	\$	
				Property Damage	\$	
				Bodily Injury and Property Damage Combined	\$	
	Excess Liability <input checked="" type="checkbox"/> Umbrella Form <input checked="" type="checkbox"/> Other than Umbrella Form			Bodily Injury and Property Damage Combined	\$	\$
	Worker's Compensation and Employers' Liability Other			Statutory		
					\$	(Each Accident)

The City of Belton, Missouri is named as an Additional Insured.

Location:	Description of Operations:
-----------	----------------------------

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail _____ days written notice to the below named certificate holder.

NAME AND ADDRESS OF CERTIFICATE HOLDER:
 City of Belton, Missouri
 Public Works Department
 506 Main Street
 Belton, Missouri 64012

Date Issued: _____

 Authorized Representative

ATTACHMENT 3



SECTION VIII

E

R2021-59

A RESOLUTION APPOINTING JAMES PRYAN TO THE PLANNING COMMISSION.

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

WHEREAS, RJ Warren’s term expires August 1, 2021; and

WHEREAS, James Pryan is hereby appointed so serve as a member of the Planning Commission until August 1, 2025.

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

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

<u>NAME</u>	<u>EXPIRATION OF TERM</u>
Kara Anderson	August 1, 2022
Kelly Monaghan-Bass	August 1, 2022
Tim McDonough	August 1, 2023
Todd Christy	August 1, 2023
Tom MacPherson	August 1, 2024
Marsha Vest	August 1, 2024
James Pryan	August 1, 2025
Mayor Naman K Larkey, Sr	
Councilmember Liaison Rob Powell	

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 13th day of July, 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 introduced at a meeting of the City Council held on the ____ day of July, 2021, and adopted at a meeting of the City Council held the ____ day of July, 2021 by the following vote, to wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

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



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

City of Belton, Missouri Application for Appointment to City Boards and Commissions

Please fill out a separate application for each Board/Commission of interest.
Email the completed form to admin@belton.org or drop it off at City Hall.

Date 7/7/2021

*Board/Commission of interest _____

*Name James Pryan

*Phone# 402-305-5485

*Home Address 1007 RED CT
Belton, MO

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

Yes

No

*E-mail jamespryan704@gmail.com

Length of residence in Belton 7 years

Why are you interested in serving on this Board/Commission? I grew up and graduated from Belton HS.

I left for the military but came back after retirement and want to make Belton a great place to live.

List other service on local boards or commission: TIF Commission

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

As a Federal worker I have always treated the spending of taxpayers' money with the upmost respect and responsibility.

*Required information

Signature: 

SECTION VIII

F

R2021-60

A RESOLUTION REAPPOINTING SALLY SMITH 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, Sally Smith’s term expired June 23, 2021; she is hereby reappointed to serve as a member of the Enhanced Enterprise Zone Board until June 23, 2026.

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:

<u>NAME</u>	<u>TERM</u>
Ron Peek	June 23, 2022 representing the City of Belton
Ronald Branan	June 23, 2022 representing the City of Belton
Dave Clark	June 23, 2023 representing the City of Belton
Tom MacPherson	June 23, 2023 representing the City of Belton
Dr. Andrew Underwood	June 23, 2024 representing Belton School District
Dennis Williamson	June 23, 2024 representing Cass County, Missouri
Sally Smith	June 23, 2026 representing the City of Belton

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 13th day of July, 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 introduced at a meeting of the City Council held on the ____ day of July, 2021, and adopted at a meeting of the City Council held the ____ day of July, 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

G

R2021-61

A RESOLUTION ESTABLISHING THE 2021 MAYOR’S TASK FORCE ON WATER INFRASTRUCTURE AND SERVICES AND APPOINTING MEMBERS OF THE SAME.

WHEREAS, the City of Belton (the “City”) has identified the need to replace, repair, and reconstruct certain water lines that are part of the City’s potable water distribution system due to the age and condition of the same; and

WHEREAS, the City desires to fund the replacement, repair, and reconstruction of the necessary water lines in a manner that balances the public desire to ensure fair and equitable water rates with the need to maintain a reliable source of potable drinking water for the City; and

WHEREAS, the City Council desires to create the 2021 Mayor’s Task Force on Water Infrastructure and Services and approve the Mayor’s appointments to the same pursuant to Section 2.3 of the Charter of the City of Belton, Missouri.

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

Section 1. The 2021 Mayor’s Task Force on Water Infrastructure and Services is hereby established.

Section 2. The Members of the Task Force are:

- Mayor Norman K Larkey Sr
- Councilmember David Clark
- Councilmember Allyson Lawson
- Councilmember Angela Kraft
- Tim Williams
- Cindy Crate
- Stephanie Davidson
- Wanda Thompson

Section 3. The 2021 Mayor’s Task Force on Water Infrastructure and Services shall study all options available to fund the replacement, repair, and reconstruction of water lines in the City and to report their findings, including preferred options for funding, to the City Council.

Section 4. City staff is directed to perform all tasks necessary to implement the 2021 Mayor’s Task Force on Water Infrastructure and Services.

Duly read and passed this 13th day of June, 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 introduced at a meeting of the City Council held on the ____ day of _____, 2021, and adopted at a 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

SECTION IX

A

AN ORDINANCE READOPTING ORDINANCE NO. 91-2073, AS AMENDED, ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICT OF INTEREST AND SUBSTANTIAL INTEREST FOR CERTAIN MUNICIPAL OFFICIALS.

WHEREAS, the Missouri Ethics Commission requires that municipalities with an annual operating budget in excess of \$1 million shall readopt biannually the ordinance establishing procedures to disclose potential conflicts of interest and substantial interest for certain municipal officials; and

WHEREAS, the City of Belton adopted Ordinance 91-2073 originally in 1991, establishing the above procedure and now readopts every year since then; and

WHEREAS, the procedures set out in Ordinance 91-2073 have been amended from time to time and are codified and set out in Chapter 2, Article VI, Section 2-1121 through Section 2-1125 attached here as Exhibit "A."

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

- Section 1.** That ordinance No. 91-2073, as amended, and as now set forth Chapter 2, Article VI, Section 2-1121 through Section 2-1125 attached here as **Exhibit A** is hereby readopted in its entirety according to the directive of the Missouri Ethics Commission.
- Section 2.** The City Clerk shall send a certified copy of this ordinance or amendment to the Missouri Ethics Commission within ten days of its adoption.
- Section 3.** This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect until amended or repealed by the City Council.

Read for the first time: July 13, 2021

Read for 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 and that the foregoing ordinance was 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

ARTICLE VI. ETHICS

DIVISION 1. GENERALLY

Secs. 2-1092—2-1120. Reserved.

DIVISION 2. CONFLICTS OF INTEREST

Sec. 2-1121. Declaration of policy.

- (a) The proper operation of municipal government requires:
- (1) That public officials and employees be independent, impartial and responsible to the people;
 - (2) That government decisions and policy be made in the proper channels of the governmental structure;
 - (3) That public office not be used for personal gain; and
 - (4) That the public have confidence in the integrity of its government.
- (b) In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the city.

(Code 1976, § 2-191; Ord. No. 91-2073, § 1, 8-27-1991; Ord. No. 93-2215, § 1, 8-24-1993; Ord. No. 94-2261, § 1, 8-23-1994; Ord. No. 95-2320, § 1, 8-22-1995; Ord. No. 96-2400, § 1, 8-27-1996; Ord. No. 97-2464, § 1, 8-26-1997)

Sec. 2-1122. Conflicts of interest.

The mayor or any member of the city council who has a substantial personal or private interest, as defined by state law, in any bill shall disclose on the records of the city council the nature of his or her interest and shall disqualify himself or herself from voting on any matters relating to this interest.

(Code 1976, § 2-192; Ord. No. 91-2073, § 2, 8-27-1991; Ord. No. 93-2215, § 1, 8-24-1993; Ord. No. 94-2261, § 1, 8-23-1994; Ord. No. 95-2320, § 1, 8-22-1995; Ord. No. 96-2400, § 1, 8-27-1996; Ord. No. 97-2464, § 1, 8-26-1997)

Sec. 2-1123. Disclosure reports.

Each elected official, the chief administrative officer, the chief purchasing officer, the parks and recreation director and the general counsel (if employed full-time) shall disclose the following information by May 1 if any such transactions were engaged in during the previous calendar year:

- (1) For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of \$500.00, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and
- (2) The date and the identities of the parties to each transaction known to the person with a total value in excess of \$500.00, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political

subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.

- (3) The chief administrative officer, the chief purchasing officer, and the parks and recreation director also shall disclose by May 1 for the previous calendar year the following information:
- a. The name and address of each of the employers of such person from whom income of \$1,000.00 or more was received during the year covered by the statement;
 - b. The name and address of each sole proprietorship that such person owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which such person was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;
 - c. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

(Code 1976, § 2-193; Ord. No. 91-2073, § 3, 8-27-1991; Ord. No. 94-2261, § 1, 8-23-1994; Ord. No. 95-2320, § 1, 8-22-1995; Ord. No. 96-2400, § 1, 8-27-1996; Ord. No. 97-2464, § 1, 8-26-1997, Ord. No. 2009-3563, § A, 8-25-2009; Ord. No. 2011-3746, § A, 8-23-2011)

Sec. 2-1124. Filing of reports.

The reports shall be filed with the city clerk and with the secretary of state prior to January 1, 1993, and thereafter with the ethics commission. The reports shall be available for public inspection and copying during normal business hours.

(Code 1976, § 2-194; Ord. No. 91-2073, § 4, 8-27-1991; Ord. No. 93-2215, § 1, 8-24-1993; Ord. No. 94-2261, § 1, 8-23-1994; Ord. No. 95-2320, § 1, 8-22-1995; Ord. No. 96-2400, § 1, 8-27-1996; Ord. No. 97-2464, § 1, 8-26-1997)

Sec. 2-1125. When filed.

The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

- (1) Each person appointed to office and required herein to file a financial disclosure statement shall file the statement within 30 days of such appointment or employment;
- (2) Every other person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31, provided that any member of the city council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

(Code 1976, § 2-195; Ord. No. 91-2073, § 5, 8-27-1991; Ord. No. 93-2215, § 1, 8-24-1993; Ord. No. 94-2261, § 1, 8-23-1994; Ord. No. 95-2320, § 1, 8-22-1995; Ord. No. 96-2400, § 1, 8-27-1996; Ord. No. 97-2464, § 1, 8-26-1997)

SECTION IX
B

AN ORDINANCE AMENDING SECTION 6-96(d) OF THE CODE OF ORDINANCES, CITY OF BELTON, MISSOURI AS IT RELATES TO THE CONDUCT OF SPECIAL HEARINGS REGARDING THE SUSPENSION OR REVOCATION OF BUSINESS LICENSES.

WHEREAS, the City Council of the City of Belton, Missouri has previously enacted ordinances setting forth the process for the suspension and revocation of business licenses under circumstances; and

WHEREAS, under the current regulation the license officer is required to send out the necessary notices and conduct a special hearing regarding the suspension and revocation of business licenses; and

WHEREAS, to ensure more strict compliance with Chapter 536 of the Revised Statutes of the State of Missouri, the City Council desires to amend Section 6-96(d) of the Code of Ordinances, City of Belton, Missouri.

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

Section 1. That Section 6-96(d) of the Code of Ordinances, City of Belton, Missouri is hereby amended to read as follows:

Sec. 6-96. - Suspension, revocation or denial of license

(d) The ten-day compliance period shall be waived if the license officer deems the conduct of the licensee to be so detrimental to the public health, safety and general welfare as to constitute a nuisance and license shall be immediately suspended or revoked. In these instances, within 21 days after the suspension or revocation, the City Manager or their designee shall conduct a special hearing regarding the suspension or revocation. Written notice of the hearing shall be provided to the licensee. Such written notice shall be directed by certified or registered U.S. mail, and regular mail, postage paid, and deposited in the mail to the business address of the licensee on its application on file in the office of the license officer.

Section 2. This ordinance is effective upon its passage and approval.

Section 3. All ordinances or parts of ordinances in conflict with the provisions are hereby repealed.

READ FOR THE FIRST TIME: July 13, 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 and that the foregoing ordinance was 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

SECTION IX

C

AN ORDINANCE APPROVING A FINAL PLAT FOR SOUTHVIEW COMMERCE CENTER SOUTH 4th PLAT; A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 46 NORTH, RANGE 33 WEST, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE PLAT FOR RECORDING WITH THE CASS COUNTY RECORDER'S OFFICE.

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 June 21, 2021, and reviewed and recommended approval of the final plat of Southview Commerce Center South 4th Plat to the City Council; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, 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 Southview Commerce Center South 4th Plat.

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: July 13, 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 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: July 13, 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:

Consideration of the approval of a Final Plat for Southview Commerce Center South 4th Plat, located at 5901 and 6107 East 155th Street.

PROPOSED CITY COUNCIL MOTION:

Concur with the Planning Commission recommendation of approval.

BACKGROUND:

The preliminary plat for Southview Commerce Center 4th Plat was approved by the City Council on March 30, 2021. The preliminary plat was a part of the rezoning of the property to an FCI Flex Commercial/Industrial zoning district of the North Scott Corridor Overlay District + Guidelines. This Final Plat was filed in conjunction with the Final Development Plan for Building 4 in the Southview Commerce Center.

PROPOSED FINAL PLAT

The Final Plat is consistent with the preliminary plat.

Lot sizes- The 4th Plat is a 29.94-acre parcel (1,304,189 square feet). The lot size is consistent with other Lots in Southview Commerce Center, designed for development of the approved industrial and distribution facility approved with the Final Plan.

Streets- The 4th Plat is adjacent to 155th Street, just east of Interstate 49. All required right-of-way was previously dedicated.

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

Detention- Stormwater management will be provided Tracts A on the north side of the lot. Detention is also provided in the adjoining Tract A in the 5th Plat. This detention area is a portion of the overall stormwater detention facilities for Southview Commerce Center. The tract will be maintained by the property owner as part of the overall management of Southview Commerce Center.

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. The original Final Plat includes the owners signature and notary and has been submitted to the City Clerk.

PLANNING COMMISSION RECOMMENDATION, ACTION, AND DATE:

The Planning Commission considered the request at their meeting of June 21, 2021, and recommended approval of the application for the Final Plat of Southview Commerce Center South 4th Plat, as the plat meets all of Section 36.35 of Unified Development Code.

LIST OF REFERENCE DOCUMENTS ATTACHED:

1. Ordinance
2. Final Plat
3. Location Map

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

PROPERTY DESCRIPTION:

ALL THAT PART OF AN UNPLATTED TRACT OF LAND AND BEING A PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE WEST 1/2 AND THE EAST 1/2 OF THE WEST 1/2 OF GOVERNMENT LOT 2 AND INCLUDING A REPLAT OF A PART OF LOT 3 AND A PART OF TRACT D - DETENTION, SOUTHVIEW COMMERCE CENTER SOUTH, 3RD PLAT, A SUBDIVISION OF LAND ACCORDING TO THE RECORDED PLAT THEREOF, BEING DESCRIBED BY TIMOTHY BLAIR WISWELL, PROFESSIONAL LICENSE NO. 2009000067 OF OLSSON, INC., ALL IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 46 NORTH, RANGE 33 WEST, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 47 NORTH, RANGE 33 WEST, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI:

THENCE SOUTH 86 DEGREES 25 MINUTES 17 SECONDS EAST, ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 491.84 FEET, TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE WEST 1/2 OF SAID GOVERNMENT LOT 2 OF SAID SECTION 1;

THENCE SOUTH 02 DEGREES 40 MINUTES 29 SECONDS WEST, DEPARTING SAID SOUTH LINE AND ON THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE WEST 1/2 OF SAID GOVERNMENT LOT 2, A DISTANCE OF 69.91 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 155TH STREET, AS NOW ESTABLISHED, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 87 DEGREES 57 MINUTES 39 SECONDS EAST, DEPARTING SAID WEST LINE AND ON SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 83.36 FEET TO A POINT BEING THE MOST WESTERLY CORNER OF A CERTAIN TRACT OF LAND DEDICATED TO THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR ROAD RIGHT-OF-WAY RECORDED IN BOOK 4415 AT PAGE 133;

THENCE SOUTH 78 DEGREES 06 MINUTES 27 SECONDS EAST, ON SAID SOUTH RIGHT-OF-WAY LINE, AS ESTABLISHED BY SAID CERTAIN TRACT OF LAND RECORDED IN BOOK 4415 AT PAGE 133, A DISTANCE OF 159.31 FEET, TO A POINT;

THENCE SOUTH 88 DEGREES 19 MINUTES 55 SECONDS EAST, ON SAID SOUTH RIGHT-OF-WAY LINE, AS ESTABLISHED BY SAID CERTAIN TRACT OF LAND RECORDED IN BOOK 4415 AT PAGE 133, A DISTANCE OF 50.19 FEET, TO A POINT;

THENCE NORTH 03 DEGREES 37 MINUTES 42 SECONDS EAST, ON SAID SOUTH RIGHT-OF-WAY LINE, AS ESTABLISHED BY SAID CERTAIN TRACT OF LAND RECORDED IN BOOK 4415 AT PAGE 133, A DISTANCE OF 41.05 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID 155TH STREET;

THENCE NORTH 88 DEGREES 10 MINUTES 04 SECONDS EAST, ON SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 124.56 FEET, TO A POINT BEING THE MOST WESTERLY CORNER OF A CERTAIN TRACT OF LAND DEDICATED TO THE CITY OF BELTON FOR ROAD RIGHT-OF-WAY RECORDED IN BOOK 3993 AT PAGE 548;

THENCE SOUTH 86 DEGREES 00 MINUTES 29 SECONDS EAST, ON THE SOUTH RIGHT-OF-WAY LINE OF SAID 155TH STREET, AS ESTABLISHED BY SAID CERTAIN TRACT OF LAND RECORDED IN BOOK 3993 AT PAGE 548, A DISTANCE OF 540.79 FEET, TO A POINT ON THE WEST LINE OF LOT 1, SUNSET HILL ADDITION, A SUBDIVISION OF LAND IN THE CITY OF BELTON, CASS COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, SAID POINT BEING ON THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT 2;

THENCE SOUTH 02 DEGREES 28 MINUTES 36 SECONDS WEST, DEPARTING SAID SOUTH RIGHT-OF-WAY LINE AND ON SAID EAST LINE AND THE WEST LINE OF SAID SUNSET HILL ADDITION AND THE WEST LINE OF SUNSET HILL 2ND PLAT, A SUBDIVISION OF LAND IN THE CITY OF BELTON, CASS COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, A DISTANCE OF 1,385.85 FEET, TO A POINT IN SAID LOT 3 OF SAID SOUTHVIEW COMMERCE CENTER SOUTH, 3RD PLAT;

THENCE NORTH 87 DEGREES 37 MINUTES 42 SECONDS WEST, A DISTANCE OF 804.32 FEET, TO A POINT IN SAID TRACT D, DETENTION AREA, AS SHOWN ON SAID SOUTHVIEW COMMERCE CENTER, SOUTH 3RD PLAT;

THENCE NORTH 22 DEGREES 06 MINUTES 08 SECONDS WEST, A DISTANCE OF 121.37 FEET, TO A POINT;

THENCE NORTH 02 DEGREES 18 MINUTES 18 SECONDS EAST, A DISTANCE OF 81.03 FEET, TO A POINT ON THE NORTH LINE OF SAID TRACT D OF SAID SOUTHVIEW COMMERCE CENTER SOUTH, 3RD PLAT AND THE SOUTH LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE WEST 1/2 OF SAID GOVERNMENT LOT 2;

THENCE NORTH 85 DEGREES 28 MINUTES 47 SECONDS WEST, ON SAID NORTH AND SOUTH LINES, A DISTANCE OF 105.29 FEET, TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE WEST 1/2 OF THE WEST 1/2 OF SAID GOVERNMENT LOT 2, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 4, GRAND HILL ADDITION, A SUBDIVISION OF LAND IN THE CITY OF BELTON, CASS COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF;

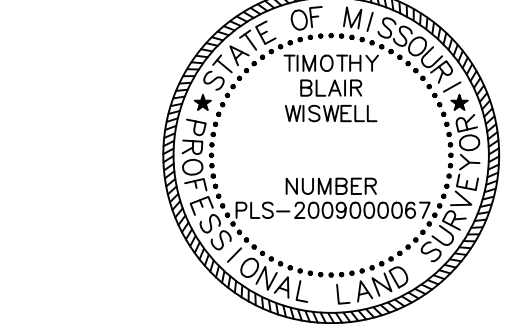
THENCE NORTH 02 DEGREES 40 MINUTES 29 SECONDS EAST, ON THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE WEST 1/2 OF SAID GOVERNMENT LOT 2, AND THE EAST LINE OF SAID GRAND HILL ADDITION, A DISTANCE OF 1,174.86 FEET, TO THE POINT OF BEGINNING, CONTAINING 1,304,189 SQUARE FEET OR 29.9401 ACRES, MORE OR LESS.

SURVEYORS NOTES:

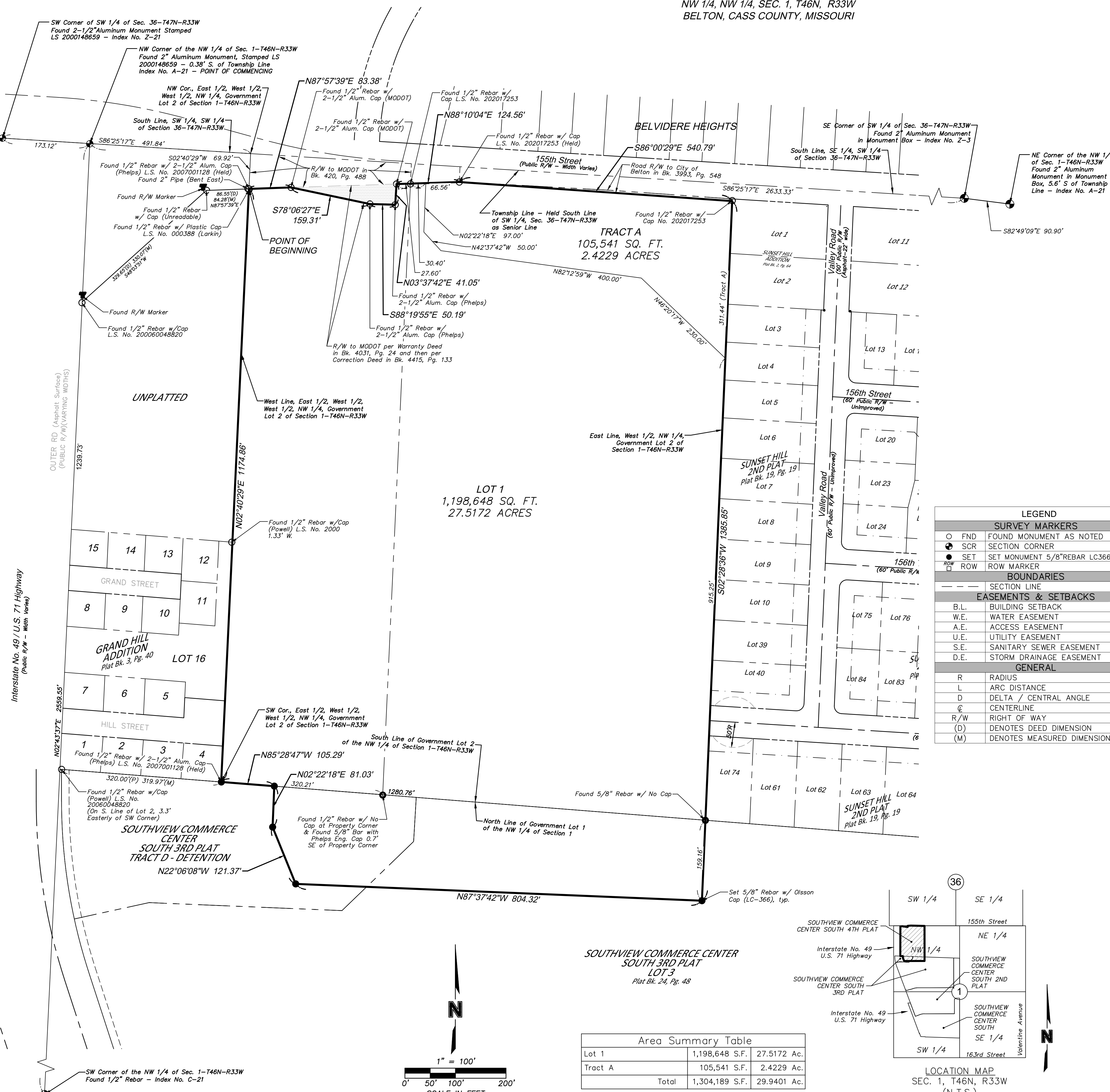
- Property information referencing this survey was taken from the Commitment for title insurance report, issued by Old Republic National Title Insurance Company, Commitment No. 01-201328215-017, Effective October 9, 2020 at 7:00 A.M. and from the Commitment for title insurance report, issued by Chicago Title Insurance Company, Commitment No. 201602, Effective March 17, 2021 at 8:00 A.M.
- Bearings used herein are based on the Missouri State Plane Coordinate System, NAD 1983, West Zone. Held the North line of Lot 3, "SOUTHVIEW COMMERCE CENTER SOUTH 3RD PLAT and the South line of Government Lot 2, of the NW 1/4 of Section 1, T46N, R33, with a bearing of S85°28'47"E. Dimensions shown are ground distances, U.S. Survey Feet.
- According to "Flood Insurance Rate Map", Community Panel No. 29037C0009F, Panel No. 9 of 480, 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.)
- The term per plat is in reference to GRAND HILL ADDITION recorded as Instrument Number 10667 in Book 3 at Page 40, SUNSET HILL 2ND PLAT recorded as File # 318631 in Plat Book 00019 at Page 0019, SUNSET HILL ADDITION recorded as Instrument Number 86863 in Plat Book 2 at Page 64, SOUTHVIEW COMMERCE CENTER SOUTH 3RD PLAT recorded as Instrument Number 676641 in Book 24 at Page 48 in Cass County Recorded of Deeds Office.
- This survey meets or exceeds the current standards for "Urban" Class Property Surveys, as defined by the Department of Insurance, Financial Institutions and Professional Registration Division 2030, Chapter 16, Title 20 CSR 2030.16.040 accuracy standards for Property Boundary Surveys, which became effective June 30, 2017.

THIS PLAT AND SURVEY OF SOUTHVIEW COMMERCE CENTER SOUTH 4TH PLAT WERE EXECUTED BY OLSSON, 7301 W. 133RD STREET, OVERLAND PARK, KANSAS 66213.

I HEREBY CERTIFY: THAT THE PLAT OF SOUTHVIEW COMMERCE CENTER SOUTH 4TH PLAT SUBDIVISION IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL SURVEYORS AND LANDSCAPE ARCHITECTS AND THE MISSOURI DEPARTMENT OF AGRICULTURE. I FURTHER CERTIFY THAT THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON MISSOURI STATE PLANE NETWORK, NAD 1983 WEST ZONE, BASED UPON GPS OBSERVATIONS THAT THE SECTION AND SECTIONAL SUBDIVISION CORNER MONUMENTS AND SURVEY BOUNDARY CORNER MONUMENT WERE EITHER FOUND OR SET AS INDICATED ON THIS PLAT; THAT THE LOT CORNERS AND STREET CENTERLINES HAVE BEEN MARKED WITH PERMANENT MONUMENTATION AS INDICATED ON THIS PLAT; THAT I HAVE COMPLIED WITH ALL STATE STATUTES, CITY AND COUNTY ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND THE PLATTING OF SUBDIVISION TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.



OLSSON, MO CLS 366
 TIMOTHY BLAIR WISWELL, MO PLS 2009000067
 MAY 5, 2021
 TMSWELL@OLSSON.COM

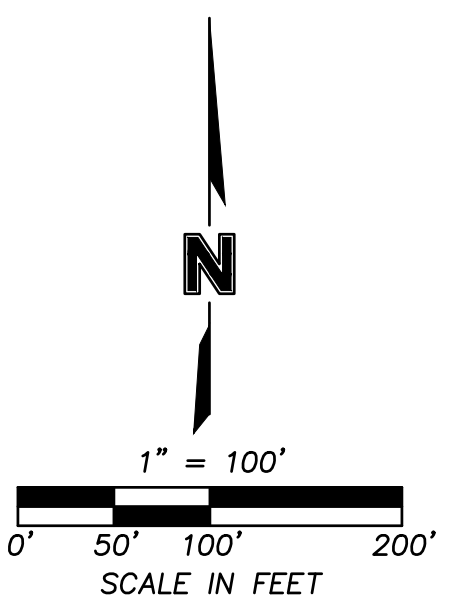
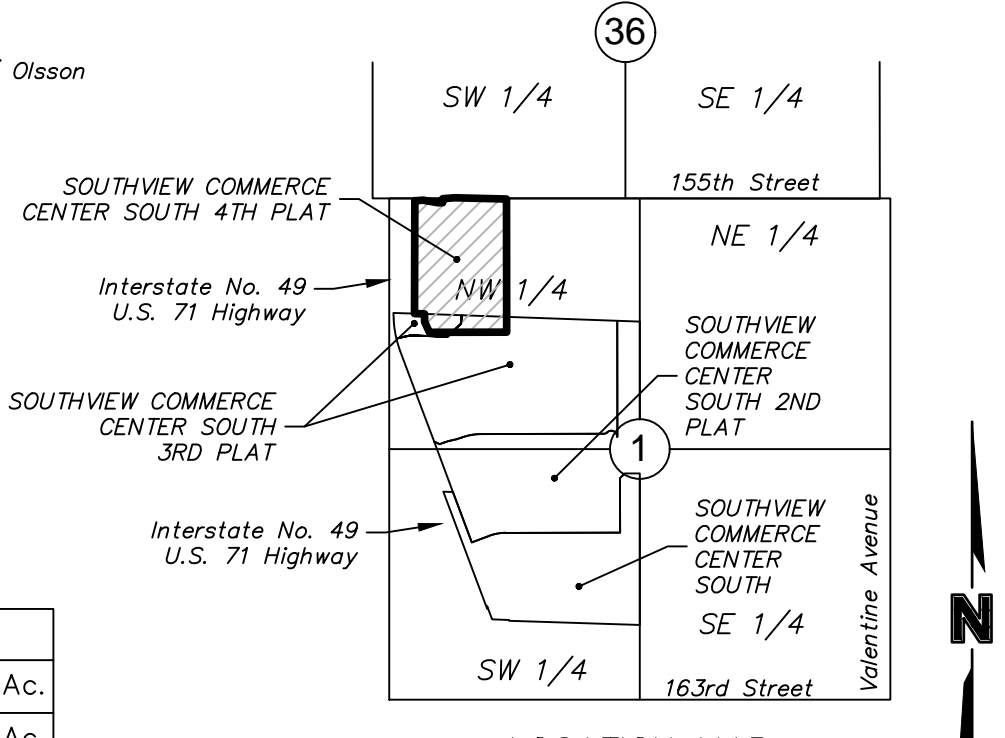


LEGEND

SURVEY MARKERS	
○	FND FOUND MONUMENT AS NOTED
●	SCR SECTION CORNER
⊙	SET SET MONUMENT 5/8" REBAR LC366
⊠	ROW ROW MARKER
BOUNDARIES	
---	SECTION LINE
EASEMENTS & SETBACKS	
B.L.	BUILDING SETBACK
W.E.	WATER EASEMENT
A.E.	ACCESS EASEMENT
U.E.	UTILITY EASEMENT
S.E.	SANITARY SEWER EASEMENT
D.E.	STORM DRAINAGE EASEMENT
GENERAL	
R	RADIUS
L	ARC DISTANCE
D	DELTA / CENTRAL ANGLE
C	CENTERLINE
R/W	RIGHT OF WAY
(D)	DENOTES DEED DIMENSION
(M)	DENOTES MEASURED DIMENSION

Area Summary Table

Lot	Area (S.F.)	Area (Ac.)
Lot 1	1,198,648 S.F.	27.5172 Ac.
Tract A	105,541 S.F.	2.4229 Ac.
Total	1,304,189 S.F.	29.9401 Ac.



DWG: C:\Temp\publish_61136_V_FPT_8102000b.dwg
 DATE: Jun 15, 2021 2:38pm
 USER: mjbogina

DATE OF SURVEY	
04-28-2021	1st Submittal
06-15-2021	Added Tract A
drawn by:	TMW
surveyed by:	ME
checked by:	TBW
approved by:	TBW
project no.:	D18-10200
file name:	V_FPT_8102000b.dwg

olsson
 Olsson - Land Surveying - MO 366, KS 114, MO Certificate of Authority-001692
 7301 W. 133rd Street, Suite 200
 Overland Park, Kansas 66213
 TEL 913.381.1170
 FAX 816.381.1174
 www.olsson.com

SHEET
 1 of 3

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

Area Summary Table		
Lot 1	1,198,648 S.F.	27.5172 Ac.
Tract A	105,541 S.F.	2.4229 Ac.
Total	1,304,189 S.F.	29.9401 Ac.

PROPERTY DESCRIPTION:

ALL THAT PART OF AN UNPLATTED TRACT OF LAND AND BEING A PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE WEST 1/2 AND THE EAST 1/2 OF THE WEST 1/2 OF GOVERNMENT LOT 2 AND PART OF LOT 3 AND A PART OF TRACT D - DETENTION, SOUTHVIEW COMMERCE CENTER SOUTH, 3RD PLAT, A SUBDIVISION OF LAND ACCORDING TO THE RECORDED PLAT THEREOF, BEING DESCRIBED BY TIMOTHY BLAIR WISWELL, PROFESSIONAL LICENSE NO. 2009000067 OF OLSSON, INC., ALL IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 46 NORTH, RANGE 33 WEST, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 47 NORTH, RANGE 33 WEST, IN THE CITY OF GRANDVIEW, JACKSON COUNTY, MISSOURI:

THENCE SOUTH 86 DEGREES 25 MINUTES 17 SECONDS EAST, ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 492.94 FEET, TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE WEST 1/2 OF THE WEST 1/2 OF SAID GOVERNMENT LOT 2 OF SAID SECTION 1;

THENCE SOUTH 03 DEGREES 34 MINUTES 11 SECONDS WEST, DEPARTING SAID SOUTH LINE AND ON THE WEST LINE OF SAID GOVERNMENT LOT 2 AND ON A LINE PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 69.91 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 155TH STREET, AS NOW ESTABLISHED, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 87 DEGREES 57 MINUTES 39 SECONDS EAST, DEPARTING SAID WEST LINE AND ON SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 83.38 FEET, TO A POINT BEING THE MOST WESTERLY CORNER OF A CERTAIN TRACT OF LAND DEDICATED TO THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR ROAD RIGHT-OF-WAY RECORDED IN BOOK 4415 AT PAGE 133;

THENCE SOUTH 78 DEGREES 06 MINUTES 27 SECONDS EAST, ON SAID SOUTH RIGHT-OF-WAY LINE, AS ESTABLISHED BY SAID CERTAIN TRACT OF LAND RECORDED IN BOOK 4415 AT PAGE 133, A DISTANCE OF 159.31 FEET, TO A POINT;

THENCE SOUTH 88 DEGREES 19 MINUTES 55 SECONDS EAST, ON SAID SOUTH RIGHT-OF-WAY LINE, AS ESTABLISHED BY SAID CERTAIN TRACT OF LAND RECORDED IN BOOK 4415 AT PAGE 133, A DISTANCE OF 50.19 FEET, TO A POINT;

THENCE NORTH 03 DEGREES 37 MINUTES 42 SECONDS EAST, ON SAID SOUTH RIGHT-OF-WAY LINE, AS ESTABLISHED BY SAID CERTAIN TRACT OF LAND RECORDED IN BOOK 4415 AT PAGE 133, A DISTANCE OF 41.05 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID 155TH STREET;

THENCE NORTH 88 DEGREES 10 MINUTES 04 SECONDS EAST, ON SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 124.56 FEET, TO A POINT BEING THE MOST WESTERLY CORNER OF A CERTAIN TRACT OF LAND DEDICATED TO THE CITY OF BELTON FOR ROAD RIGHT-OF-WAY RECORDED IN BOOK 3993 AT PAGE 548;

THENCE SOUTH 86 DEGREES 00 MINUTES 29 SECONDS EAST, ON THE SOUTH RIGHT-OF-WAY LINE OF SAID 155TH STREET, AS ESTABLISHED BY SAID CERTAIN TRACT OF LAND RECORDED IN BOOK 3993 AT PAGE 548, A DISTANCE OF 540.79 FEET, TO A POINT ON THE WEST LINE OF LOT 1, SUNSET HILL ADDITION, A SUBDIVISION OF LAND IN THE CITY OF BELTON, CASS, COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, SAID POINT BEING ON THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT 2;

THENCE SOUTH 02 DEGREES 28 MINUTES 36 SECONDS WEST, DEPARTING SAID SOUTH RIGHT-OF-WAY LINE AND ON SAID EAST LINE AND THE WEST LINE OF SAID LOT 1 AND LOT 2 OF SAID SUNSET HILL ADDITION AND THE WEST LINES OF LOTS 3, 4, 5, 6, 7, 8, 9, 10, 39, 40 AND 74 OF SUNSET HILL 2ND PLAT, A SUBDIVISION OF LAND IN THE CITY OF BELTON, CASS, COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, A DISTANCE OF 1,385.85 FEET, TO A POINT IN SAID LOT 3 OF SAID SOUTHVIEW COMMERCE CENTER SOUTH, 3RD PLAT;

THENCE NORTH 87 DEGREES 37 MINUTES 42 SECONDS WEST, A DISTANCE OF 804.32 FEET, TO A POINT IN SAID TRACT D, DETENTION AREA, AS SHOWN ON SAID SOUTHVIEW COMMERCE CENTER, SOUTH 3RD PLAT;

THENCE NORTH 22 DEGREES 06 MINUTES 08 SECONDS WEST, A DISTANCE OF 121.37 FEET, TO A POINT;

THENCE NORTH 02 DEGREES 22 MINUTES 18 SECONDS EAST, A DISTANCE OF 81.03 FEET, TO A POINT ON THE NORTH LINE OF SAID TRACT D OF SAID SOUTHVIEW COMMERCE CENTER SOUTH, 3RD PLAT AND THE SOUTH LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE WEST 1/2 OF SAID GOVERNMENT LOT 2;

THENCE NORTH 85 DEGREES 28 MINUTES 47 SECONDS WEST, ON SAID NORTH AND SOUTH LINES, A DISTANCE OF 105.29 FEET, TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE WEST 1/2 OF THE WEST 1/2 OF SAID GOVERNMENT LOT 2, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 4, GRAND HILL ADDITION, A SUBDIVISION OF LAND IN THE CITY OF BELTON, CASS, COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF;

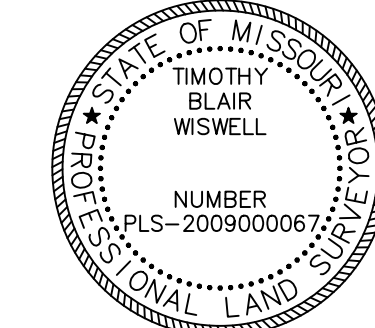
THENCE NORTH 02 DEGREES 40 MINUTES 29 SECONDS EAST, ON THE WEST LINE OF SAID GOVERNMENT LOT 2 AND THE EAST LINES OF LOT 4 AND THE EAST RIGHT-OF-WAY LINE OF HILL STREET, AS NOW ESTABLISHED BY SAID GRAND HILL ADDITION, AND THE EAST LINE OF LOT 16 OF SAID GRAND HILL ADDITION, A DISTANCE OF 1,174.86 FEET, TO THE POINT OF BEGINNING, CONTAINING 1,304,189 SQUARE FEET OR 29.9401 ACRES, MORE OR LESS.

SURVEYORS NOTES:

- Property information referencing this survey was taken from the Commitment for title insurance report, issued by Old Republic National Title Insurance Company, Commitment No. 01-201328215-011, Effective October 9, 2020 and from the Commitment for title insurance report, issued by Chicago Title Insurance Company, Commitment No. 201602, Effective March 17, 2021 at 8:00 A.M.
- Bearings used hereon are based on the Missouri State Plane Coordinate System, NAD 1983, West Zone. Held the North line of LOT 3, "SOUTHVIEW COMMERCE CENTER SOUTH 3RD PLAT and the South line of Government Lot 2, of the NW 1/4 of Section 1, T46N, R33, with a bearing of S85°28'47".
- According to "Flood Insurance Rate Map", Community Panel No. 29037C0009F, Panel No. 9 of 480, 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.)
- The term per plat is in reference to GRAND HILL ADDITION recorded as Instrument Number 10667 in Book 3 at Page 40, SUNSET HILL 2ND PLAT recorded as File # 318631 in Plat Book 00019 at Page 0019, SUNSET HILL ADDITION recorded as Instrument Number 86863 in Plat Book 2 at Page 64, SOUTHVIEW COMMERCE CENTER SOUTH 3RD PLAT recorded as Instrument Number 676641 in Book 24 at Page 48 in Cass County Recorded of Deeds Office.
- This survey meets or exceeds the current standards for "Urban" Class Property Surveys, as defined by the Department of Insurance, Financial Institutions and Professional Registration Division 2030, Chapter 16, Title 20 CSR 2030.16.040 accuracy standards for Property Boundary Surveys, which became effective June 30, 2017.

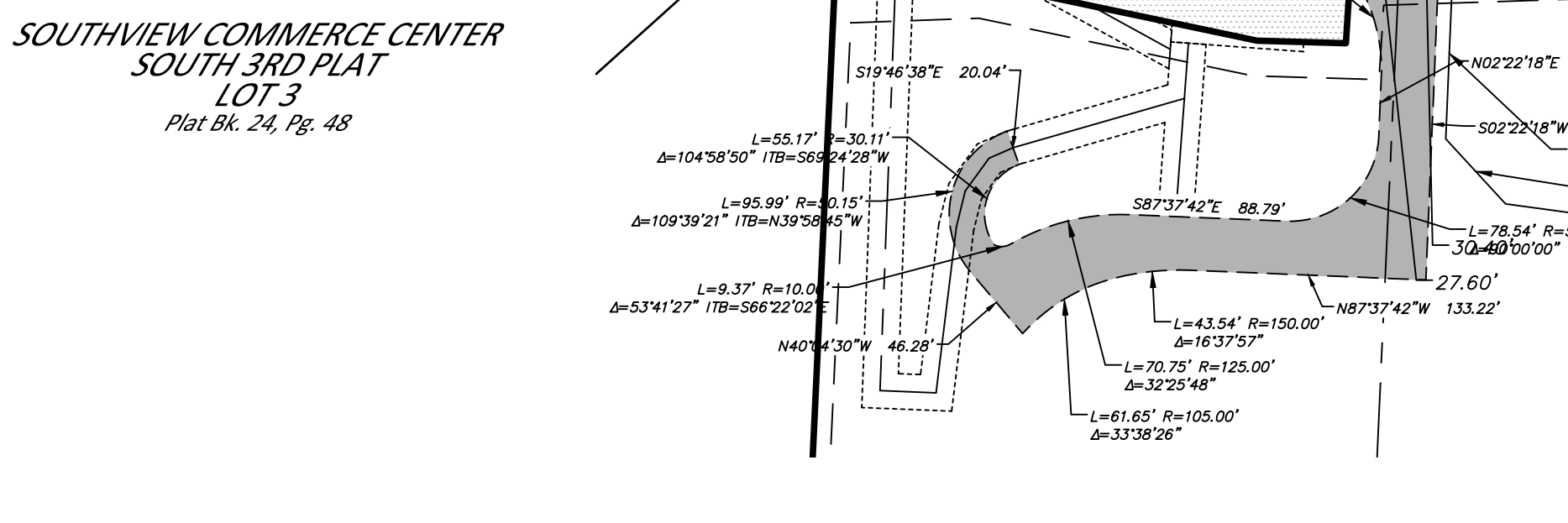
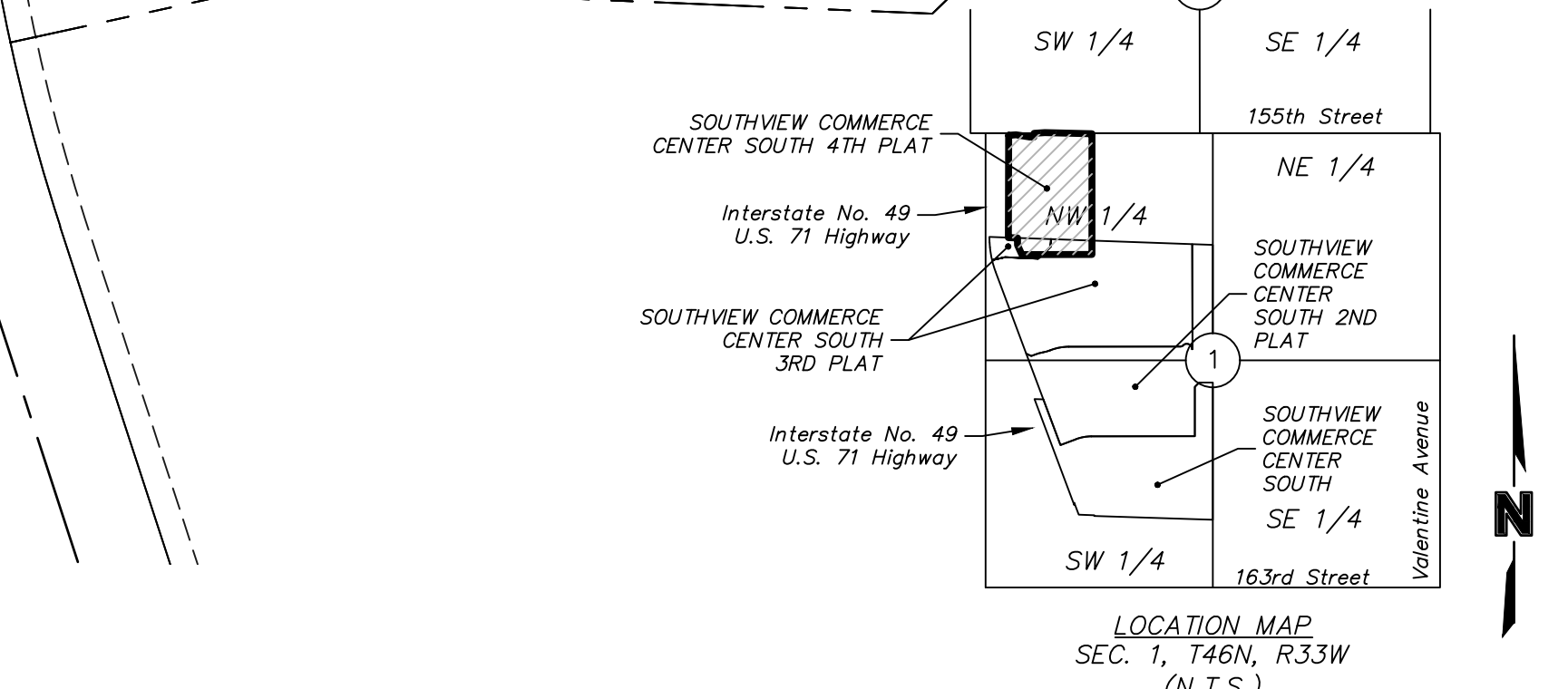
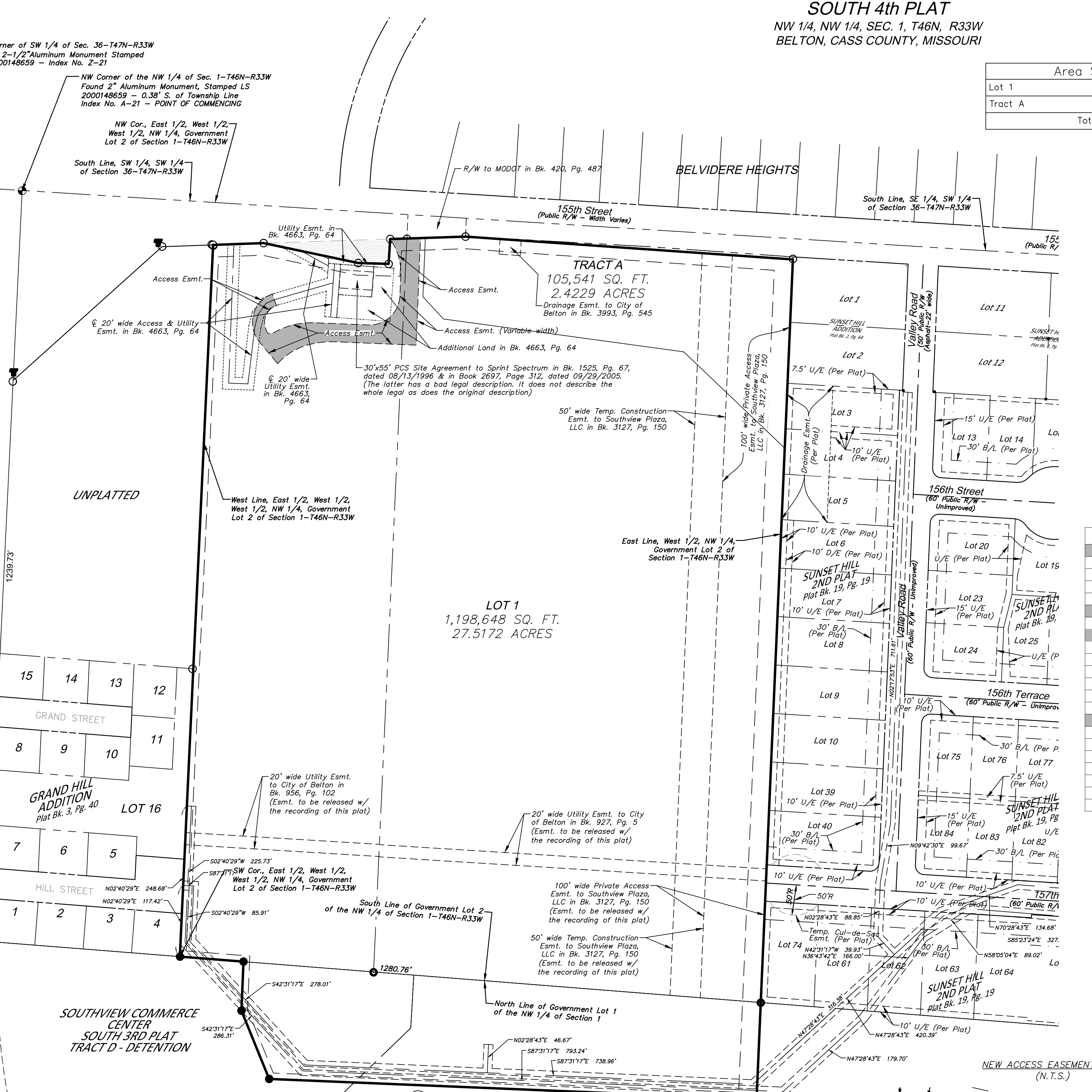
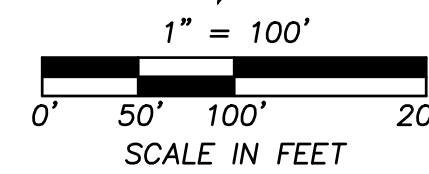
THIS PLAT AND SURVEY OF SOUTHVIEW COMMERCE CENTER SOUTH 4TH PLAT WERE EXECUTED BY OLSSON, 7301 W. 133RD STREET, OVERLAND PARK, KANSAS 66213.

I HEREBY CERTIFY: THAT THE PLAT OF SOUTHVIEW COMMERCE CENTER SOUTH 4TH PLAT SUBDIVISION IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL SURVEYORS AND LANDSCAPE ARCHITECTS AND THE MISSOURI DEPARTMENT OF AGRICULTURE. I FURTHER CERTIFY THAT THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON MISSOURI STATE PLANE NETWORK, NAD 1983 WEST ZONE, BASED UPON GPS OBSERVATIONS THAT THE SECTION AND SECTIONAL SUBDIVISION CORNER MONUMENTS AND SURVEY BOUNDARY CORNER MONUMENT WERE EITHER FOUND OR SET AS INDICATED ON THIS PLAT; THAT THE LOT CORNERS AND STREET CENTERLINES HAVE BEEN MARKED WITH PERMANENT MONUMENTATION AS INDICATED ON THIS PLAT; THAT I HAVE COMPLIED WITH ALL STATE STATUTES, CITY AND COUNTY ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND THE PLATTING OF SUBDIVISION TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.



OLSSON, MO CLS 366
TIMOTHY BLAIR WISWELL, MO PLS 2009000067
MAY 5, 2021
TWSWELL@OLSSON.COM

LEGEND	
SURVEY MARKERS	
○	FND FOUND MONUMENT AS NOTED
●	SCR SECTION CORNER
●	SET SET MONUMENT 5/8"REBAR LC366
○	ROW ROW MARKER
BOUNDARIES	
---	SECTION LINE
EASEMENTS & SETBACKS	
B.L.	BUILDING SETBACK
W.E.	WATER EASEMENT
A.E.	ACCESS EASEMENT
U.E.	UTILITY EASEMENT
S.E.	SANITARY SEWER EASEMENT
D.E.	STORM DRAINAGE EASEMENT
GENERAL	
R	RADIUS
L	ARC DISTANCE
D	DELTA / CENTRAL ANGLE
⊙	CENTERLINE
R/W	RIGHT OF WAY
(D)	DENOTES DEED DIMENSION
(M)	DENOTES MEASURED DIMENSION



DWG: C:\Temp\AcPublish_61136_V_FPT_8102000.dwg
DATE: Jun 15, 2021 2:38pm
USER: mjogina

DATE OF SURVEY
04-29-2021 1st Submittal
06-15-2021 Added Tract A

drawn by: TMV
surveyed by: MG
checked by: TBW
approved by: TBW
project no.: D18-10200
file name: V_FPT_8102000.DWG

Olsson - Land Surveying - MO 366, KS 114, MO Certificate of Authority-001992
7301 W. 133rd Street, Suite 200 TEL 913.381.1170
Overland Park, Kansas 66213 FAX 816.381.1174 www.olsson.com




olsson

SHEET
2 of 3

ArcGIS Web Map



6/18/2021, 10:32:43 AM
 Aerial_MARC_2020_6in.tif

-  Red: Band_1
-  Green: Band_2
-  Blue: Band_3

Streets
 Belton_Parcels

Southview Commerce
 Center #4
 4th Plat

Esri Community Maps Contributors, Kansas City, MO, County of Cass, MO, Jackson County, MO, Missouri Dept. of Conservation, Missouri DNR, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METINASA, USGS, EPA, NPS, US

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

SECTION IX

D

AN ORDINANCE APPROVING A FINAL PLAT FOR SOUTHVIEW COMMERCE CENTER 5th PLAT, BEING A REPLAT OF CERTAIN LOTS IN SUNSET HILLS 2nd PLAT, AS SPECIFIED IN THE PLAT LEGAL DESCRIPTION, THE REPLAT BEING A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 46 NORTH, RANGE 33 WEST, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE PLAT FOR RECORDING WITH THE CASS COUNTY RECORDER'S OFFICE.

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 June 21, 2021, and reviewed and recommended approval of the final plat of Southview Commerce Center 5th Plat to the City Council; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, 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 Southview Commerce Center 5th Plat.

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: July 13, 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 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: July 13, 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:

Consideration of the approval of a Final Plat for Southview Commerce Center South 5th Plat, located at approximately 6107 East 155th Street.

PROPOSED CITY COUNCIL MOTION:

Concur with the Planning Commission recommendation of approval.

BACKGROUND:

The area of the final plat for Southview Commerce Center 5th Plat was approved by the City Council on March 30, 2021. This area was related to the rezoning of property to an FCI Flex Commercial/Industrial zoning district of the North Scott Corridor Overlay District + Guidelines and the proposed Southview Residential.

This 5th Plat provides for the creation of Tract A, which serves as an open space tract to provide a buffer from the single-family homes to the east. The buffer area includes a landscaped detention area, a 10-foot berm planted with evergreen trees, shrubs, and sections of 6-foot cedar fencing, and a preservation area of existing trees.

PROPOSED FINAL PLAT

The Final Plat is consistent with the preliminary plat.

Lot sizes- The 5th Plat is a 6.34-acre parcel (276,319 square feet). The plat is designed to provide detention and an open space buffer for properties to the east, as was approved with the preliminary plan.

Streets- The 5th Plat is adjacent to 155th Street, just east of Interstate 49. No right-of-way or new streets are proposed with the Final Plat.

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

Detention- Stormwater management will be provided in Tract A for the proposed single-family subdivision and Building 4. This detention area is a portion of the overall stormwater detention facilities for Southview Commerce Center. The tract will be maintained by the property owner as part of the overall management of Southview Commerce Center.

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. The original Final Plat includes the owners signature and notary and has been submitted to the City Clerk.

PLANNING COMMISSION RECOMMENDATION, ACTION, AND DATE:

The Planning Commission considered the request at their meeting of June 21, 2021, and recommended approval of the application for the Final Plat of Southview Commerce Center 5th Plat. The plat meets all requirements of Section 36.35 of Unified Development Code.

LIST OF REFERENCE DOCUMENTS ATTACHED:

1. Ordinance
2. Final Plat
3. Location Map

FINAL PLAT OF
SOUTHVIEW COMMERCE CENTER 5TH PLAT,
 A REPLAT OF LOTS 3 - 4, 19, 25, 39 - 40, 61, 75 - 77
 AND ALL OF LOTS 5 - 10, 20, 23 - 24 AND 74,
SUNSET HILL 2ND PLAT, A SUBDIVISION IN THE
 NE 1/4, NW 1/4, SECTION 1, T46N, R33W
 BELTON, CASS COUNTY, MISSOURI

PROPERTY DESCRIPTION:

ALL THAT PART OF A PLATTED TRACT OF LAND AND BEING A PART OF LOTS 3 - 4, 19, 25, 39 - 40, 61, 75 - 77 AND ALL OF LOTS 5 - 10, 20, 23 - 24 AND 74, AND THAT PART OF 156TH STREET, 156TH TERRACE, 157TH STREET AND VALLEY ROAD, AS SHOWN AND NOW ESTABLISHED BY THE PLAT OF SUNSET HILL 2ND PLAT, A SUBDIVISION OF LAND, ACCORDING TO THE RECORDED PLAT THEREOF, BEING DESCRIBED BY TIMOTHY BLAIR WISWELL, PROFESSIONAL LICENSE NO. 2009000067 OF OLSSON, INC., ALL IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 46 NORTH, RANGE 33 WEST, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 47 NORTH, RANGE 33 WEST, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI:

THENCE SOUTH 86 DEGREES 25 MINUTES 17 SECONDS EAST, ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 1,447.89 FEET, TO THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOTS 1 AND 2 OF SUNSET HILL ADDITION, A SUBDIVISION OF LAND, ACCORDING TO THE RECORDED PLAT THEREOF;

THENCE SOUTH 02 DEGREES 28 MINUTES 36 SECONDS WEST, DEPARTING SAID NORTH LINE AND ON SAID NORTHERLY PROLONGATION AND THE WEST LINE OF SAID LOTS 1 AND 2, A DISTANCE OF 238.57 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 2 AND NORTHWEST CORNER OF LOT 3 OF SAID SUNSET HILL 2ND PLAT, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 86 DEGREES 28 MINUTES 24 SECONDS EAST, ON THE SOUTH LINE OF SAID LOT 2 AND THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 190.09 FEET, TO THE WEST RIGHT-OF-WAY LINE OF VALLEY ROAD, AS NOW ESTABLISHED BY THE PLAT OF SAID SUNSET HILL ADDITION, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE;

THENCE IN A SOUTHERLY AND SOUTHWESTERLY DIRECTION, DEPARTING SAID WEST RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT, WHOSE INITIAL TANGENT BEARS SOUTH 02 DEGREES 28 MINUTES 52 SECONDS WEST, HAVING A RADIUS OF 39.00 FEET, THROUGH A CENTRAL ANGLE OF 44 DEGREES 59 MINUTES 04 SECONDS, AN ARC LENGTH OF 30.62 FEET, TO THE BEGINNING OF A REVERSE CURVE;

THENCE IN A SOUTHWESTERLY, SOUTHERLY, SOUTHEASTERLY AND EASTERLY DIRECTION ON A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 136 DEGREES 11 MINUTES 18 SECONDS, AN ARC LENGTH OF 118.85 FEET, TO THE CENTER LINE OF SAID VALLEY ROAD;

THENCE SOUTH 02 DEGREES 28 MINUTES 52 SECONDS WEST, ON SAID CENTER LINE, A DISTANCE OF 79.00 FEET, TO A POINT;

THENCE SOUTH 87 DEGREES 28 MINUTES 29 SECONDS EAST, DEPARTING SAID CENTER LINE, A DISTANCE OF 197.84 FEET, TO A POINT;

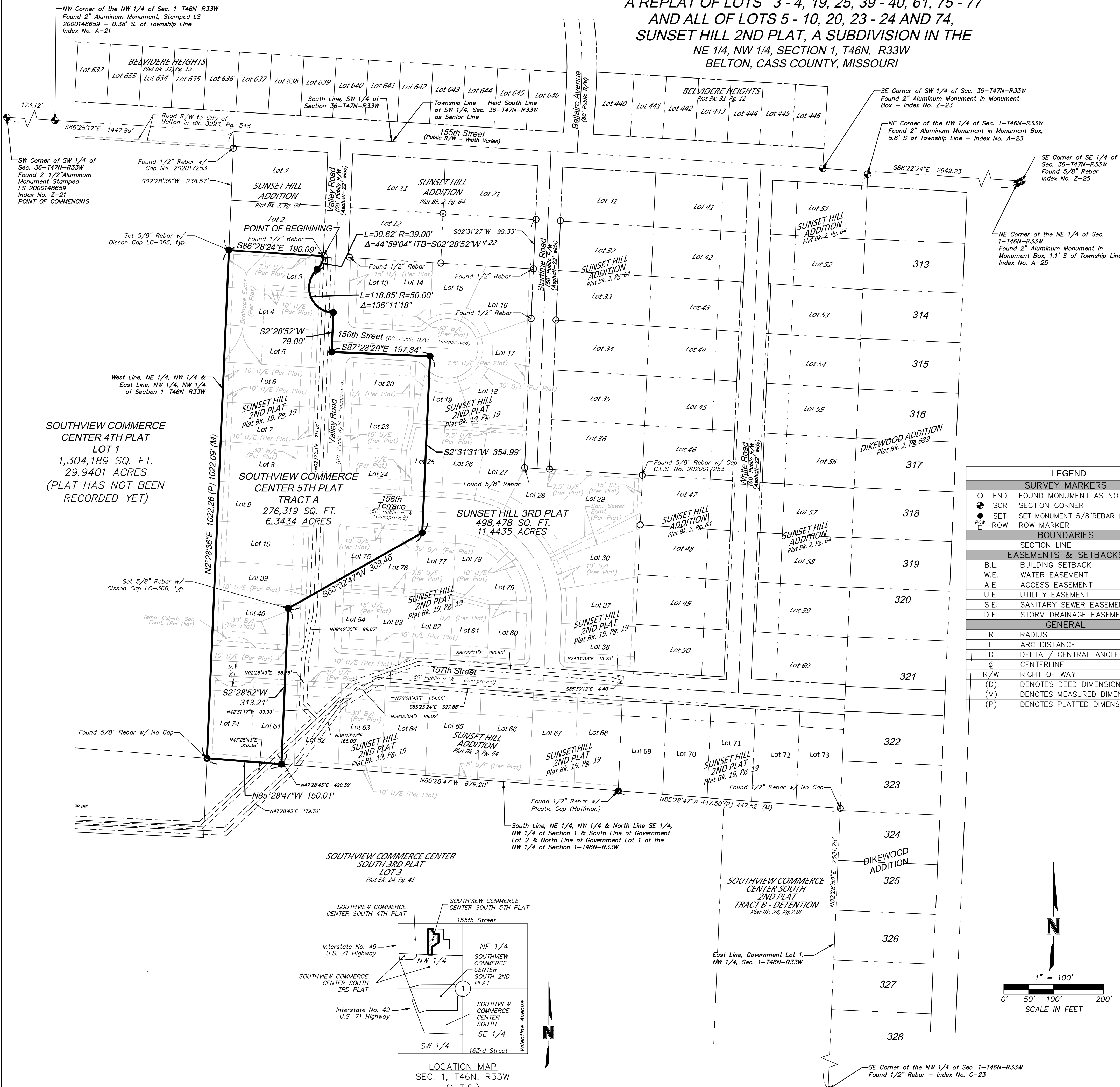
THENCE SOUTH 02 DEGREES 31 MINUTES 31 SECONDS WEST, ON A LINE PERPENDICULAR TO SAID LAST COURSE, A DISTANCE OF 354.99 FEET, TO A POINT;

THENCE SOUTH 60 DEGREES 32 MINUTES 47 SECONDS WEST, A DISTANCE OF 309.46 FEET, TO A POINT;

THENCE SOUTH 02 DEGREES 28 MINUTES 52 SECONDS WEST, A DISTANCE OF 313.21 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1 AND THE SOUTH LINE OF SAID LOT 61;

THENCE NORTH 85 DEGREES 28 MINUTES 47 SECONDS WEST, ON SAID NORTH AND SOUTH LINES AND THE SOUTH LINE OF SAID LOT 74, A DISTANCE OF 150.01 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 74;

THENCE NORTH 02 DEGREES 28 MINUTES 36 SECONDS EAST, DEPARTING SAID NORTH AND SOUTH LINES AND ON THE WEST LINE OF SAID LOTS 74, 40, 39, 10, 9, 8, 7, 6, 5, 4 AND 3, A DISTANCE OF 1,022.09 FEET, TO THE POINT OF BEGINNING, CONTAINING 276,319 SQUARE FEET OR 6.3434 ACRES, MORE OR LESS.



SURVEYORS NOTES:

- Property information referencing this survey was taken from the Commitment for title insurance report, issued by Chicago Title Insurance Company, Commitment No. 201730, Effective September 21, 2020 at 8:00 A.M.
- Bearings used herein are based on the Missouri State Plane Coordinate System, NAD 1983, West Zone. Held the North line of LOT 3, "SOUTHVIEW COMMERCE CENTER SOUTH 3RD PLAT" and the South line of Government Lot 2, of the NW 1/4 of Section 1, T46N, R33, with a bearing of S85°28'47"E. Dimensions shown are ground distances, U.S. Survey Feet.
- According to "Flood Insurance Rate Map", Community Panel No. 29037C0009F, Panel No. 9 of 480, 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.)
- The term per plat is in reference to SUNSET HILL 2ND PLAT recorded as File # 318631 in Plat Book 00019 at Page 0019, SUNSET HILL ADDITION recorded as Instrument Number 86863 in Plat Book 2 at Page 64, SOUTHVIEW COMMERCE CENTER SOUTH 3RD PLAT recorded as Instrument Number 676641 in Book 24 at Page 48 in Cass County Recorded of Deeds Office.
- This survey meets or exceeds the current standards for "Urban" Class Property Surveys, as defined by the Department of Insurance, Financial Institutions and Professional Registration Division 2030, Chapter 16, Title 20 CSR 2030.16.040 accuracy standards for Property Boundary Surveys, which became effective June 30, 2017.
- The existing road right-of-ways, utility easements, drainage easements and building setback lines shown on the existing plat of SUNSET ADDITION 2ND PLAT that are within the boundaries of the new plat are to be released following the recording of said plat.

LEGEND	
SURVEY MARKERS	
○ FND	FOUND MONUMENT AS NOTED
● SCR	SECTION CORNER
⊙ SET	SET MONUMENT 5/8" REBAR LC366
ROW	ROW MARKER
BOUNDARIES	
---	SECTION LINE
EASEMENTS & SETBACKS	
B.L.	BUILDING SETBACK
W.E.	WATER EASEMENT
A.E.	ACCESS EASEMENT
U.E.	UTILITY EASEMENT
S.E.	SANITARY SEWER EASEMENT
D.E.	STORM DRAINAGE EASEMENT
GENERAL	
R	RADIUS
L	ARC DISTANCE
Δ	DELTA / CENTRAL ANGLE
⊙	CENTERLINE
R/W	RIGHT OF WAY
(D)	DENOTES DEED DIMENSION
(M)	DENOTES MEASURED DIMENSION
(P)	DENOTES PLATTED DIMENSION

THIS PLAT AND SURVEY OF SOUTHVIEW COMMERCE CENTER 5TH PLAT WERE EXECUTED BY OLSSON, 7301 W. 133RD STREET, OVERLAND PARK, KANSAS 66213.

I HEREBY CERTIFY: THAT THE PLAT OF SOUTHVIEW COMMERCE CENTER 5TH PLAT SUBDIVISION IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL SURVEYORS AND LANDSCAPE ARCHITECTS AND THE MISSOURI DEPARTMENT OF AGRICULTURE. I FURTHER CERTIFY THAT THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON MISSOURI STATE PLANE NETWORK, NAD 1983 WEST ZONE, BASED UPON GPS OBSERVATIONS THAT THE SECTION AND SECTIONAL SUBDIVISION CORNER MONUMENTS AND SURVEY BOUNDARY CORNER MONUMENT WERE EITHER FOUND OR SET AS INDICATED ON THIS PLAT; THAT THE LOT CORNERS AND STREET CENTERLINES HAVE BEEN MARKED WITH PERMANENT MONUMENTATION AS INDICATED ON THIS PLAT; THAT I HAVE COMPLIED WITH ALL STATE STATUTES, CITY AND COUNTY ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND THE PLATTING OF SUBDIVISION TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

OLSSON, MO CLS 366
 TIMOTHY BLAIR WISWELL, MO PLS 2009000067
 MAY 5, 2021
 TWISWELL@OLSSON.COM

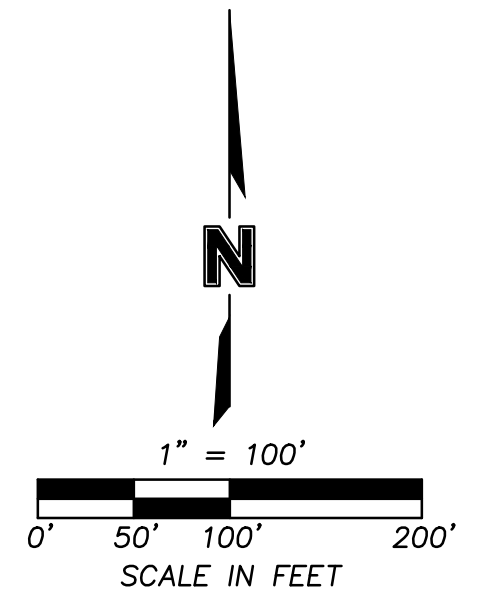
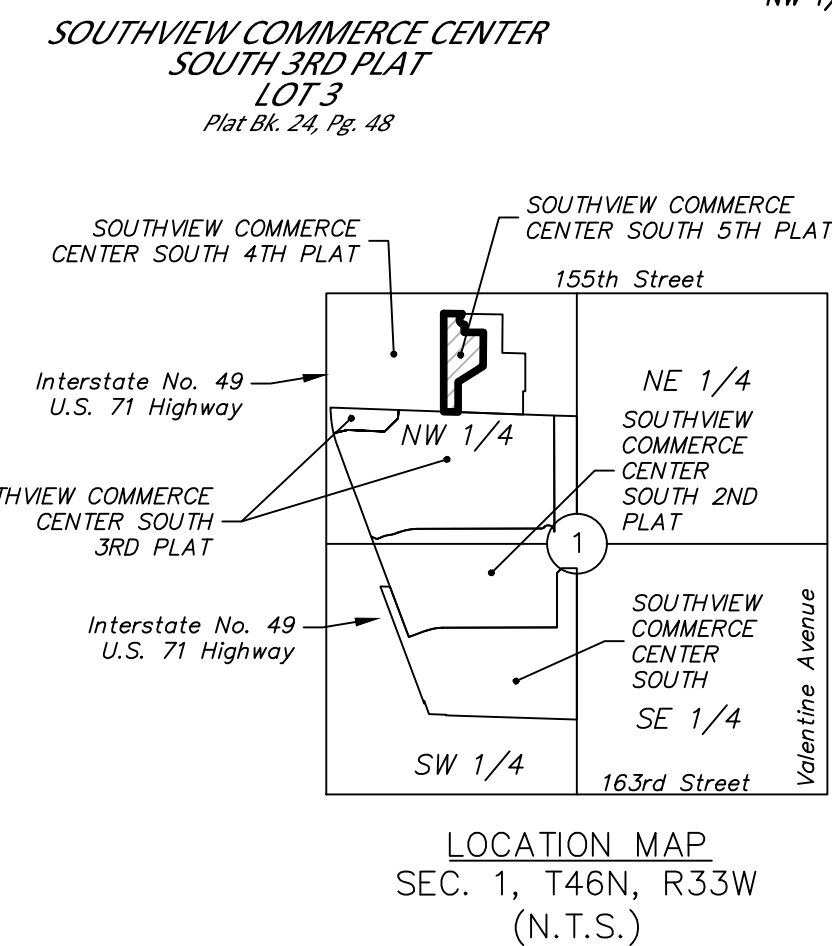
DATE OF SURVEY	
05-05-2021 1st Submittal	TMV
05-14-2021 Revise Adj. Plat Name	MB
	TBW
	TBW
	D18-10200
	file name: V_FPT2_810200D.dwg

drawn by: _____ TMV
 surveyed by: _____ MB
 checked by: _____ TBW
 approved by: _____ TBW
 project no.: _____ D18-10200
 file name: V_FPT2_810200D.dwg

Olsson - Land Surveying - MO 366, KS 114, MO Certificate of Authority-001992
 7301 W. 133rd Street, Suite 200 TEL 913.381.1170 www.olsson.com
 Overland Park, Kansas 66213 FAX 816.816.3811.1174

olsson

SHEET
1 of 2



DWG: F:\2018\1001-1500\018-1020-D-40-Design\Survey\SRV\Sheets_V_FPT2_810200D.dwg
 DATE: Jun 14, 2021 12:41pm
 USER: pward

ArcGIS Web Map



Southview Commerce
Center 5th Plat

6/18/2021, 10:28:48 AM

Aerial_MARC_2020_6in.tif

Streets

Belton_Parcels

Red: Band_1

Green: Band_2

Blue: Band_3

Esri
Cor
Cass, MI
Missouri
SafeGrid

SECTION IX

E

AN ORDINANCE APPROVING A FINAL PLAT FOR SUNSET HILLS 3rd PLAT; BEING A REPLAT OF CERTAIN LOTS IN SUNSET HILLS 2nd PLAT AND SUNSET HILLS ADDITION, AS SPECIFIED IN THE PLAT LEGAL DESCRIPTION, THE REPLAT BEING A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 46 NORTH, RANGE 33 WEST, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE PLAT FOR RECORDING WITH THE CASS COUNTY RECORDER'S OFFICE.

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 June 21, 2021, and reviewed and recommended approval of the final plat of Sunset Hills 3rd Plat to the City Council; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, 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 Sunset Hills 3rd Plat.

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: July 13, 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 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: July 13, 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:

Approval of a Final Plat for Sunset Hills 3rd Plat, located on the south side of 155th Street, at Valley Road and Startimes Drive, extended.

PROPOSED CITY COUNCIL MOTION:

Concur with the Planning Commission recommendation of approval.

BACKGROUND:

This Final Plat for Sunset Hills 3rd Plat was submitted in conjunction with the Final Development Plan for Building 4, Southview Commerce Center. The plat provides for the creation of 26 new residential lots, to be developed east of Building 4. The purpose of the subdivision is to provide new residential lots to serve as a buffer for the existing single-family homes on White Drive and Startimes Drive from Building 4. Please note that this area was referred to as Southview Residential at the time of the preliminary plan.

This property was final platted as Sunset Hills in 2005. The subdivision provided for the extension of Valley Road and partial extension of Startimes Road from the existing stub street location, south to 157th Street and east to White Drive. The subdivision included 53 lots. No building permits were ever issued for the construction of new homes in Sunset Hills. The final plat for Sunset Hills is attached for further information.

At this time, NorthPoint is proposing to replat or vacate the existing plat of Sunset Hills, for the purpose of platting 26 new single-family lots.

PROPOSED FINAL PLAT:

The Final Plat is consistent with the preliminary plat as approved by the City Council.

Plat details- The Final Plat provides 26 lots, generally along Startimes Drive as extended from its existing stub location south of 155th Street. There are also lots platted along east/west 157th Street. The plat includes the dedication of these street extensions, as well as a cul-de-sac at the end of Valley Road. An open space Tract in the adjoining 5th Plat provides for tree preservation, a landscape berm, a continuation of the existing trail network and area-wide detention for the single-family subdivision and Building 4.

Zoning- The property is a zoned R-1 Single-Family Residential District.

Single-Family lots- The minimum lot size in the R-1 District is 70' x 120', with a minimum lot area of 8400 square feet. There are 26 single-family lots, with a lot sizes ranging from a 75' and 80' width and 184' depth, providing lot area of approximately 14,000 to 19,000 square feet.

The proposed lots exceed the minimum lot size of the R-1 District.

The lots and blocks meet the minimum design standards of the Unified Development Code.

The Unified Development Code requires a 30-foot front setback on all lots. The setback is designated on all the lots.

Streets/sidewalks- All streets will be public streets, with right-of-way width to match existing dedicated streets. Sidewalks are required on both sides of the street.

Utilities- The Final Plat makes adequate provisions for public utilities and drainage.

Easements- The Final Plat includes all necessary easements for utilities and drainage.

Detention- Stormwater management will be provided by the detention basin located on Tract A in the adjoining 5th Plat.

*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. The original Final Plat includes the owners signature and notary and has been submitted to the City Clerk.

PLANNING COMMISSION RECOMMENDATION, ACTION, AND DATE:

The Planning Commission considered the request at their meeting of June 21, 2021, and recommended approval of the application for Sunset Hills 3rd Plat. The plat meets all requirements of Section 36.35 of Unified Development Code.

LIST OF REFERENCE DOCUMENTS ATTACHED:

1. Ordinance
2. Final Plat
3. Location Map

**FINAL PLAT OF
SUNSET HILLS 3RD PLAT
A REPLAT OF LOTS 13 - 19, 25 - 30, 37 - 40, 61 - 68 and 75 - 84,
SUNSET HILL 2ND PLAT, AND ALL THAT PART OF LOTS 65 AND 66,
SUNSET HILL ADDITION, BOTH SUBDIVISIONS IN THE
NE 1/4, NW 1/4, SECTION 1, T46N, R33W
BELTON, CASS COUNTY, MISSOURI**

PROPERTY DESCRIPTION:

ALL THAT PART OF A PLATTED TRACT OF LAND AND BEING A PART OF LOTS 3, 4, 19, 25, 39, 40, 61, 75 - 77 AND ALL 13 - 18, 28 - 30, 37 - 38, 62 - 68 AND 78 - 84, SUNSET HILL 2ND PLAT, AND ALL THAT PART OF LOTS 65 AND 66, SUNSET HILL ADDITION, BOTH SUBDIVISIONS OF LAND ACCORDING TO THE RECORDED PLAT THEREOF, AND THAT PART OF 156TH STREET, 156TH TERRACE, 157TH STREET AND VALLEY ROAD, AS SHOWN AND NOW ESTABLISHED BY THE PLAT OF SAID SUNSET HILL 2ND PLAT, BEING DESCRIBED BY TIMOTHY BLAIR WISWELL, PROFESSIONAL LICENSE NO. 200900067 OF OLSSON, INC., ALL IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 46 NORTH, RANGE 33 WEST, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 47 NORTH, RANGE 33 WEST, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI;

THENCE SOUTH 86 DEGREES 25 MINUTES 17 SECONDS EAST, ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 1,447.89 FEET, TO THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOTS 1 AND 2 OF SUNSET HILL ADDITION, A SUBDIVISION OF LAND, ACCORDING TO THE RECORDED PLAT THEREOF;

THENCE SOUTH 02 DEGREES 28 MINUTES 36 SECONDS WEST, DEPARTING SAID NORTH LINE AND ON SAID NORTHERLY PROLONGATION AND THE WEST LINE OF SAID LOTS 1 AND 2, A DISTANCE OF 238.57 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 2 AND NORTHWEST CORNER OF LOT 3 OF SAID SUNSET HILL 2ND PLAT;

THENCE SOUTH 86 DEGREES 28 MINUTES 24 SECONDS EAST, ON THE SOUTH LINE OF SAID LOT 2 AND THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 190.09 FEET, TO THE WEST RIGHT-OF-WAY LINE OF VALLEY ROAD, AS NOW ESTABLISHED BY THE PLAT OF SAID SUNSET HILL ADDITION, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 86 DEGREES 28 MINUTES 24 SECONDS EAST, DEPARTING SAID WEST RIGHT-OF-WAY LINE AND ON THE SOUTH LINES OF LOT 12 AND LOT 22 OF SAID SUNSET HILL ADDITION AND THE NORTH LINE OF SAID SUNSET HILL 2ND PLAT, A DISTANCE OF 422.91 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 22 AND THE NORTHEAST CORNER OF SAID LOT 16, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF STARTIME ROAD, AS NOW ESTABLISHED;

THENCE SOUTH 02 DEGREES 31 MINUTES 27 SECONDS WEST, ON SAID WEST RIGHT-OF-WAY LINE AND THE EAST LINE OF SAID SUNSET HILL 2ND PLAT, A DISTANCE OF 400.07 FEET, TO THE EASTERLY CORNER OF SAID LOT 27, SAID POINT BEING THE SOUTHWESTERLY CORNER OF THE RIGHT-OF-WAY LINE OF SAID STARTIME ROAD, AS SHOWN ON THE PLAT OF SAID SUNSET HILL ADDITION;

THENCE SOUTH 86 DEGREES 29 MINUTES 28 SECONDS EAST, ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STARTIME ROAD AND THE SOUTH LINE OF LOT 36 OF SAID SUNSET HILL ADDITION, AND THE NORTH LINE OF SAID LOTS 28 AND 29 OF SAID SUNSET HILL 2ND PLAT, A DISTANCE OF 237.21 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 36 AND THE NORTHEASTERLY CORNER OF SAID LOT 29;

THENCE SOUTH 02 DEGREES 32 MINUTES 11 SECONDS WEST, DEPARTING SAID NORTH LINE AND ON THE WEST LINE OF LOTS 47 - 50 OF SAID SUNSET HILL ADDITION AND THE EAST LINE OF SAID LOTS 29 - 30 AND LOTS 37 - 38 OF SAID SUNSET HILL 2ND PLAT, A DISTANCE OF 395.22 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID 157TH STREET, AS NOW ESTABLISHED;

THENCE NORTH 86 DEGREES 26 MINUTES 45 SECONDS WEST, ON SAID SAID NORTH RIGHT-OF-WAY LINE AND THE SOUTH LINE OF SAID LOT 38, A DISTANCE OF 20.63 FEET, TO A POINT BEING THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID LOT 68 AND THE WEST LINE OF LOT 69 OF SAID SUNSET HILL 2ND PLAT;

THENCE SOUTH 02 DEGREES 28 MINUTES 44 SECONDS WEST, DEPARTING SAID NORTH RIGHT-OF-WAY LINE AND ON SAID NORTHERLY PROLONGATIONS AND SAID EAST AND WEST LINES, A DISTANCE OF 241.24 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 69 AND THE SOUTHEAST CORNER OF SAID LOT 68;

THENCE NORTH 85 DEGREES 28 MINUTES 47 SECONDS WEST, ON SAID NORTH AND SOUTH LINES AND ON THE SOUTH LINE OF SAID BOTH SUNSET HILL ADDITION AND SUNSET HILL 2ND PLAT, A DISTANCE OF 679.20 FEET, TO A POINT;

THENCE NORTH 02 DEGREES 28 MINUTES 52 SECONDS EAST, DEPARTING THE SOUTH LINE OF SAID SUNSET HILL 2ND PLAT, A DISTANCE OF 313.21 FEET, TO A POINT;

THENCE NORTH 60 DEGREES 32 MINUTES 47 SECONDS EAST, A DISTANCE OF 309.46 FEET, TO A POINT;

THENCE NORTH 02 DEGREES 31 MINUTES 31 SECONDS EAST, A DISTANCE OF 354.99 FEET, TO A POINT;

THENCE NORTH 87 DEGREES 28 MINUTES 29 SECONDS WEST, ON A LINE PERPENDICULAR TO SAID LAST COURSE, A DISTANCE OF 197.84 FEET, TO A POINT ON THE CENTER LINE OF SAID VALLEY ROAD;

THENCE NORTH 02 DEGREES 28 MINUTES 52 SECONDS EAST, ON SAID CENTER LINE, A DISTANCE OF 79.00 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE;

THENCE IN A WESTERLY, NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY DIRECTION ON A CURVE TO THE RIGHT, WHOSE INITIAL TANGENT BEARS NORTH 88 DEGREES 43 MINUTES 22 SECONDS WEST, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 136 DEGREES 11 MINUTES 18 SECONDS, AN ARC LENGTH OF 118.85 FEET, TO THE BEGINNING OF A REVERSE CURVE;

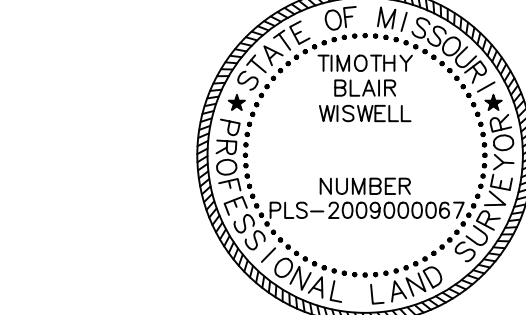
THENCE IN A NORTHEASTERLY AND NORTHERLY DIRECTION, ON A CURVE TO THE LEFT, HAVING A RADIUS OF 39.00 FEET, THROUGH A CENTRAL ANGLE OF 44 DEGREES 59 MINUTES 04 SECONDS, AN ARC LENGTH OF 30.62 FEET, TO THE POINT OF BEGINNING, CONTAINING 498,478 SQUARE FEET OR 11.4435 ACRES, MORE OR LESS.

SURVEYORS NOTES:

- Property information referencing this survey was taken from the Commitment for title insurance report, issued by Chicago Title Insurance Company, Commitment No. 201730, Effective September 21, 2020 at 8:00 A.M.
- Bearings used hereon are based on the Missouri State Plane Coordinate System, NAD 1983, West Zone. Held the North line of Lot 3, "SOUTHVIEW COMMERCE CENTER SOUTH 3RD PLAT and the South line of Government Lot 2, of the NW 1/4 of Section 1, T46N, R33, with a bearing of S85°28'47"E. Dimensions shown are ground distances, U.S. Survey Feet.
- According to "Flood Insurance Rate Map", Community Panel No. 29037C0009F, Panel No. 9 of 480, 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.)
- The term per plat is in reference to SUNSET HILL 2ND PLAT recorded as File # 318631 in Plat Book 00019 at Page 0019, SUNSET HILL ADDITION recorded as Instrument Number 86863 in Plat Book 2 at Page 64, SOUTHVIEW COMMERCE CENTER SOUTH 3RD PLAT recorded as Instrument Number 676641 in Book 24 at Page 48 in Cass County Recorded of Deeds Office.
- This survey meets or exceeds the current standards for "Urban" Class Property Surveys, as defined by the Department of Insurance, Financial Institutions and Professional Registration Division 2030, Chapter 16, Title 20 CSR 2030.16.040 accuracy standards for Property Boundary Surveys, which became effective June 30, 2017.
- The existing road right-of-ways, utility easements, drainage easements and building setback lines shown on the plat of Sunset Hill Addition and Sunset Hill 2nd Plat and being included within the re-plat boundary will be released and will no longer be valid as of the recording date of this Plat.

THIS PLAT AND SURVEY OF SUNSET HILLS 3RD PLAT WERE EXECUTED BY OLSSON, 7301 W. 133RD STREET, OVERLAND PARK, KANSAS 66213.

I HEREBY CERTIFY: THAT THE PLAT OF SUNSET HILLS 3RD PLAT SUBDIVISION IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL SURVEYORS AND LANDSCAPE ARCHITECTS AND THE MISSOURI DEPARTMENT OF AGRICULTURE. I FURTHER CERTIFY THAT THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON MISSOURI STATE PLANE NETWORK, NAD 1983 WEST ZONE, BASED UPON GPS OBSERVATIONS THAT THE SECTION AND SECTIONAL SUBDIVISION CORNER MONUMENTS AND SURVEY BOUNDARY CORNER MONUMENT WERE EITHER FOUND OR SET AS INDICATED ON THIS PLAT; THAT THE LOT CORNERS AND STREET CENTERLINES HAVE BEEN MARKED WITH PERMANENT MONUMENTATION AS INDICATED ON THIS PLAT; THAT I HAVE COMPLIED WITH ALL STATE STATUTES, CITY AND COUNTY ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND THE PLATTING OF SUBDIVISION TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.



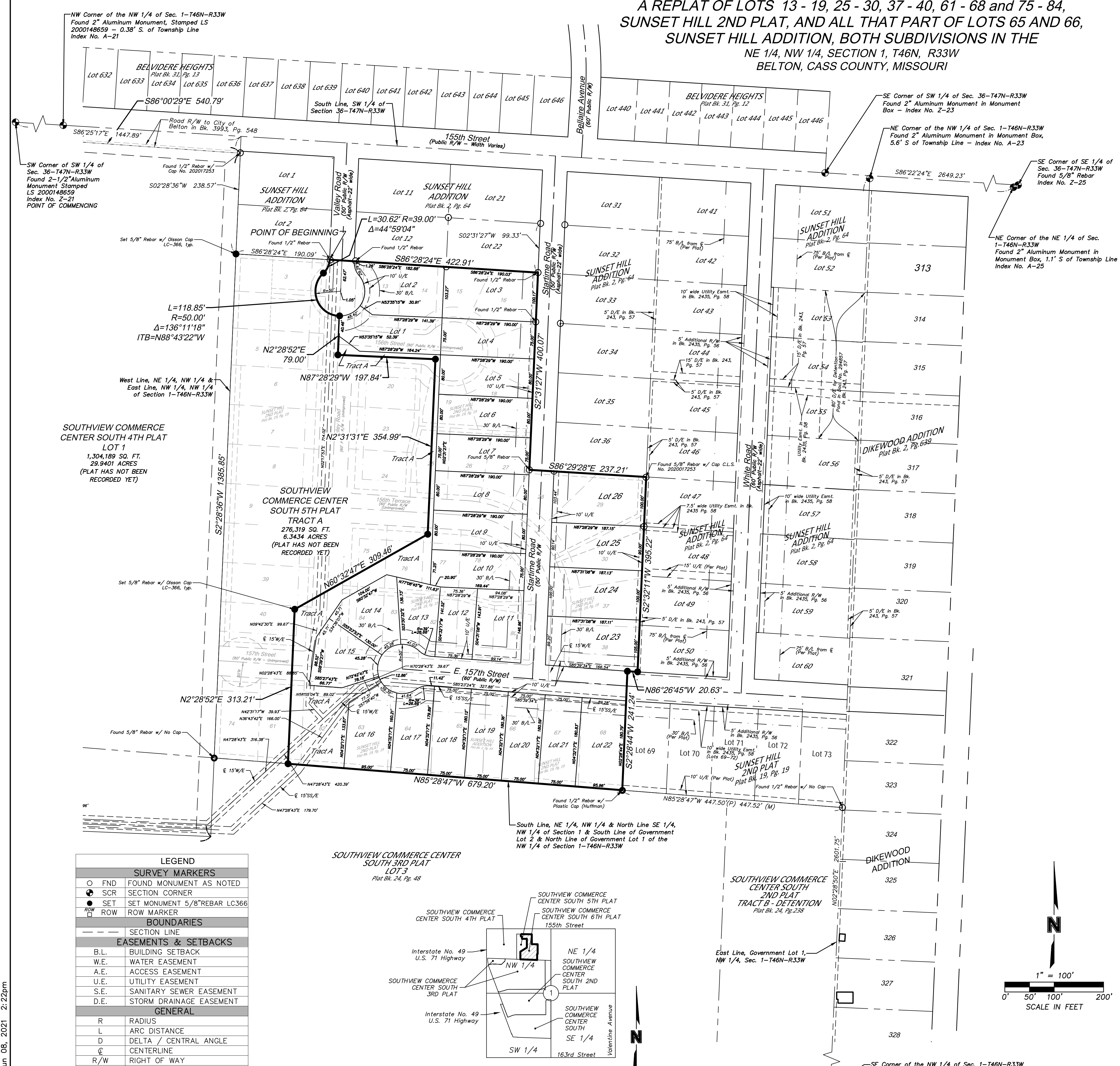
OLSSON, MO CLS 366
TIMOTHY BLAIR WISWELL, MO PLS 200900067
JUNE 7, 2021
TWSWELL@OLSSON.COM

DATE OF SURVEY	
05-05-2021 1st Submittal	MB
06-07-2021 Revised Lot Layout	
drawn by:	TMW
surveyed by:	MB
checked by:	TBW
approved by:	TBW
project no.:	D18-10200
file name:	V_FPT3_8102000.DWG

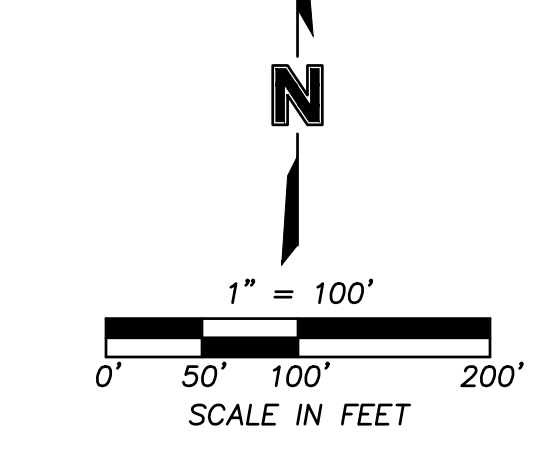
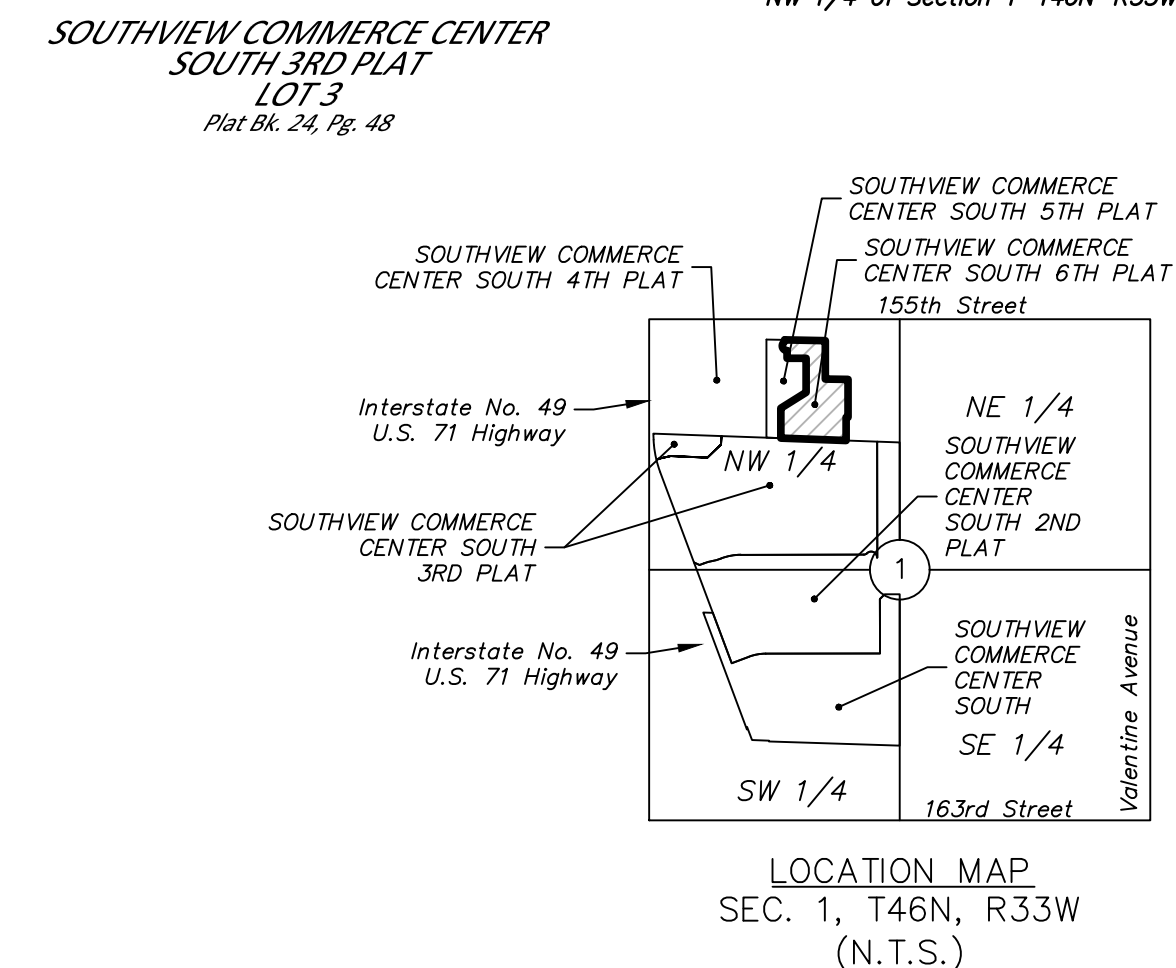
olsson

TIMOTHY BLAIR WISWELL
PROFESSIONAL LAND SURVEYOR
NUMBER PLS-200900067

SHEET
1 of 2



LEGEND	
SURVEY MARKERS	
○	FND FOUND MONUMENT AS NOTED
●	SCR SECTION CORNER
⊙	SET SET MONUMENT 5/8" REBAR LC366
⊙	ROW ROW MARKER
BOUNDARIES	
---	SECTION LINE
EASEMENTS & SETBACKS	
B.L.	BUILDING SETBACK
W.E.	WATER EASEMENT
A.E.	ACCESS EASEMENT
U.E.	UTILITY EASEMENT
S.E.	SANITARY SEWER EASEMENT
D.E.	STORM DRAINAGE EASEMENT
GENERAL	
R	RADIUS
L	ARC DISTANCE
D	DELTA / CENTRAL ANGLE
C	CENTERLINE
R/W	RIGHT OF WAY
(D)	DNOTES DEED DIMENSION
(M)	DNOTES MEASURED DIMENSION
(P)	DNOTES PLATTED DIMENSION



DWC: C:\Temp\AcPublish\18360\V_FPT3_8102000.dwg
DATE: Jun 08, 2021 2:22pm
USER: mjbogina

ArcGIS Web Map



6/18/2021, 10:28:48 AM

Aerial_MARC_2020_6in.tif

Streets

Belton_Parcels

Red: Band_1

Green: Band_2

Blue: Band_3

Sunset Hills 3rd Plat

SECTION IX

F

AN ORDINANCE APPROVING A FINAL PLAT FOR TRADITIONS 5th PLAT; A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE PLAT FOR RECORDING WITH THE CASS COUNTY RECORDER’S OFFICE.

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 Traditions 5th Plat to the City Council; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, 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 Traditions 5th Plat.

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: July 13, 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 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: July 13, 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:

Approval of a Final Plat of Traditions 5th Plat, located north of Cambridge Road, east of Mullen Road, in the Traditions Planned Unit Development.

PROPOSED CITY COUNCIL MOTION:

Concur with the Planning Commission recommendation of approval.

BACKGROUND:

The Traditions is a R-3 mixed-use Planned Unit Development initially approved in 2006. A revised preliminary plat for Traditions was approved by the City Council in May of 2018. The original plan and the 2018 revision provided for new single-family homes in the area of the proposed 5th Plat.

This application will provide 19 new lots for future construction, adding to the new home inventory of the subdivision.

PROPOSED FINAL PLAT:

The Final Plat is consistent with the revised preliminary plat as approved by the City Council.

Lots and Blocks-The plat provides for 19 lots and four tracts, to allow the construction of additional single-family homes in Traditions. The lots range in size from 8,200 square feet to 12,000 square feet. All the lots meet the minimum lot sizes specified in the revised Planned Unit Development from 2018.

Streets- The plat includes the dedication of right-of-way for Shane Lane, the main north/south street connecting to Cambridge Road, east/west Maci Lane, and a new cul-de-sac Shane Court. At the intersection with Cambridge Road, Shane Lane includes a divided median to provide a landscape tract at the subdivision entrance, as required with the original PUD plan.

These new streets will provide access to the lots, and the proposed streets meet the local residential right-of-way requirements approved with the PUD, and the Unified Development Code. The Plat also includes 25 feet of additional right-of-way dedication on the north side of Cambridge Road.

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

Tracts/Open Space- The plat includes the dedication of Tracts 5A, 5B, 5C, and 5D for open space in the subdivision. Tract 5C will be a landscape area that includes a section multi-use trail that is a requirement of the PUD.

*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. The original Final Plat includes the owners signature and notary and has been submitted to the City Clerk.

PLANNING COMMISSION RECOMMENDATION, ACTION, AND DATE:

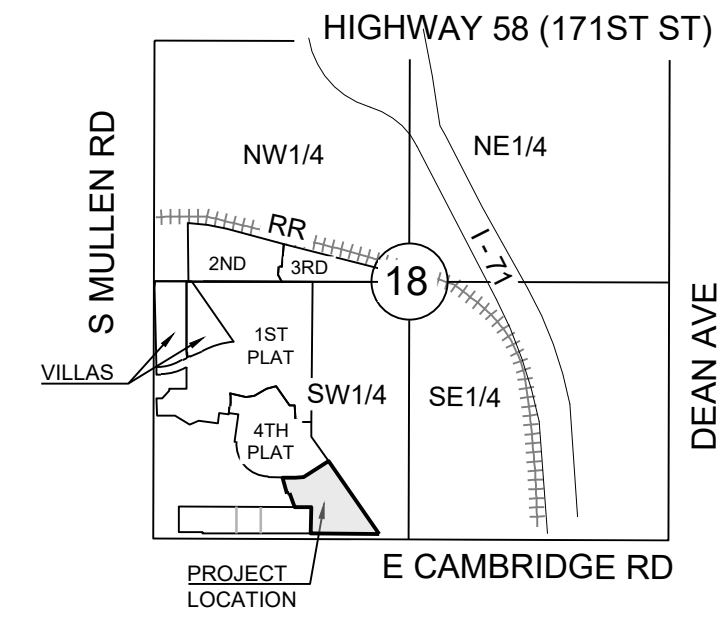
The Planning Commission considered the request at their meeting of April 19, 2021 and recommended approval of the application for the Final Plat of Traditions 5th Plat, as the plat meets all final plat requirements of Section 36.35 of Unified Development Code.

LIST OF REFERENCE DOCUMENTS ATTACHED:

1. Ordinance
2. Final Plat
3. Location Map

FINAL PLAT OF
TRADITIONS - 5TH PLAT
 LOTS 272 THRU 290 AND TRACTS 5A, 5B + 5C

PART OF THE SOUTHWEST 1/4 OF SEC. 18-46N-32W
 IN THE CITY OF BELTON, CASS COUNTY, MISSOURI



SECTION 18-46-32
 LOCATION MAP
 SCALE 1" = 2000'

DEDICATIONS:

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 "TRADITIONS - 5TH PLAT". It shall be sufficient description of each lot platted hereon to be designated by the number which appears on said lot followed by the words "TRADITIONS - 5TH PLAT".

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

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 including but not limited to, underground pipes and conduits, pad mounted transformers, service pedestals, any 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 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 be built thereon or thereover any structure (except driveways, paved areas, grass, shrubs and fences; with the exception of drainage easements (D/E) where 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 easement and as much of the adjoining lands as may be reasonably necessary in exercising the rights granted to the easements. No excavation or fill shall be made or operation of any kind or nature shall be performed which would reduce or increase the earth coverage over 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. Facilities placed within the limits of D/E are to be maintained by the homeowner's association.

RESTRICTIONS:

The use of all Lots and Tracts of land in this subdivision shall hereafter be subject to any and all covenants and restrictions recorded in the office of the Register of Deeds of Cass County, Missouri and shall hereby become a part of the dedication of this plat as though fully set forth hereon.

Tracts 5A thru 5C are common open area for multifamily units to be owned and maintained by the homeowners' association.
 Tract 5D is landscaping area to be owned and maintained by the homeowners' association.

APPROVALS:

This plat of "TRADITIONS - 5TH PLAT" has been submitted to and approved by the Planning Commission of the City of Belton, Cass County, Missouri, this _____ day of _____, 2021.

Tom MacPherson, Chairman ATTEST _____ Secretary

These easements and Right-of-Ways accepted by the city council of Belton, Cass County, Missouri, this _____ day of _____, 2021.

Jeff Davis, Mayor ATTEST _____
 Andrea Cunningham, City Clerk

Entered on transfer record this _____ day of _____.

Mike Medsker, County Recorder

I HEREBY CERTIFY; that the within plat of "TRADITIONS - 5TH PLAT", 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 bearings shown on this plat are based upon the record description of the parent tract and 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 platting of subdivisions to the best of my professional knowledge and belief.

day of _____, 2021.

DEVELOPER:

SALLEE HOMES, INC.
 R. TYLER SALLEE, VICE PRESIDENT
 P.O. Box 6437, Lee's Summit, MO 64064
 ph: 616-525-2891



David Allen Rinne, P.L.S.
 MO# PLS-2014000198



Missouri State Certificates of Authority
 #E2002003800-F #LAC2001005237 #LS2002008859-F

DATE 3-8-2021
 DRAWN BY JWT
 CHECKED BY SCH
 PROJ. NO. 21-022 SHEET NO. 1

DESCRIPTION:

A tract of land lying in the Southwest One-Quarter of Section 18, Township 46 North, Range 32 West, in the City of Belton, Cass County, Missouri being more particularly described as follows:

Commencing at the Southeast corner of the said Southwest One-Quarter; thence along the South line of the said Southwest One-Quarter, North 86 degrees 30 minutes 07 seconds West, a distance of 574.48 feet; thence North 03 degrees 29 minutes 53 seconds East, a distance of 25.00 feet to the THE POINT OF BEGINNING; thence along a line 25.00' North of and parallel with the Said South line, North 86 degrees 30 minutes 07 seconds West, a distance of 710.79 feet, to the Southeast corner of LOT 3, REPLAT OF WHORTON FARMS, a subdivision of land in the said City of Belton, recorded in Book 24 at Page 31; thence along the East line of said LOT 3, North 03 degrees 30 minutes 29 seconds East (Platted, North 03 degrees 29 minutes 56 seconds East), a distance of 274.82 feet to the Northeast corner of said LOT 3; thence along the North line of said Lot 3, North 86 degrees 12 minutes 57 seconds West (Platted, North 86 degrees 13 minutes 30 seconds West), a distance of 173.49 feet; thence North 16 degrees 44 minutes 25 seconds West, a distance of 155.98 feet to a point of curvature; thence along a curve to the right, having an initial tangent bearing of South 76 degrees 54 minutes 43 seconds West, a radius of 375.00 feet, a central angle of 03 degrees 39 minutes 08 seconds and an arc length of 23.90 feet; thence North 13 degrees 05 minutes 17 seconds West, a distance of 175.45 feet to a point on the South line of TRADITIONS - 4TH PLAT, a subdivision of land in the said City of Belton, recorded in Book 24 at Page 73; thence along the South line of said TRADITIONS - 4TH PLAT for the following three courses, South 86 degrees 15 minutes 32 seconds East, a distance of 132.84 feet; thence North 87 degrees 26 minutes 33 seconds East, a distance of 87.69 feet; thence North 60 degrees 47 minutes 15 seconds East, a distance of 305.96 feet to a point on the Northeast edge of a hundred feet Missouri Public Service Company Electric Line Easement as recorded in Book 506 at Page 84; thence along the Northeast edge of said Electric Line Easement, South 31 degrees 41 minutes 14 seconds East, a distance of 925.82 feet to the Point of Beginning, and containing 9.2480 acres, more or less.

ACKNOWLEDGEMENTS:

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed this _____ day of _____, 20_____

Sallee Homes, Inc

By: _____
 R. Tyler Sallee, Vice President

STATE OF _____)
) ss.
 COUNTY OF _____)

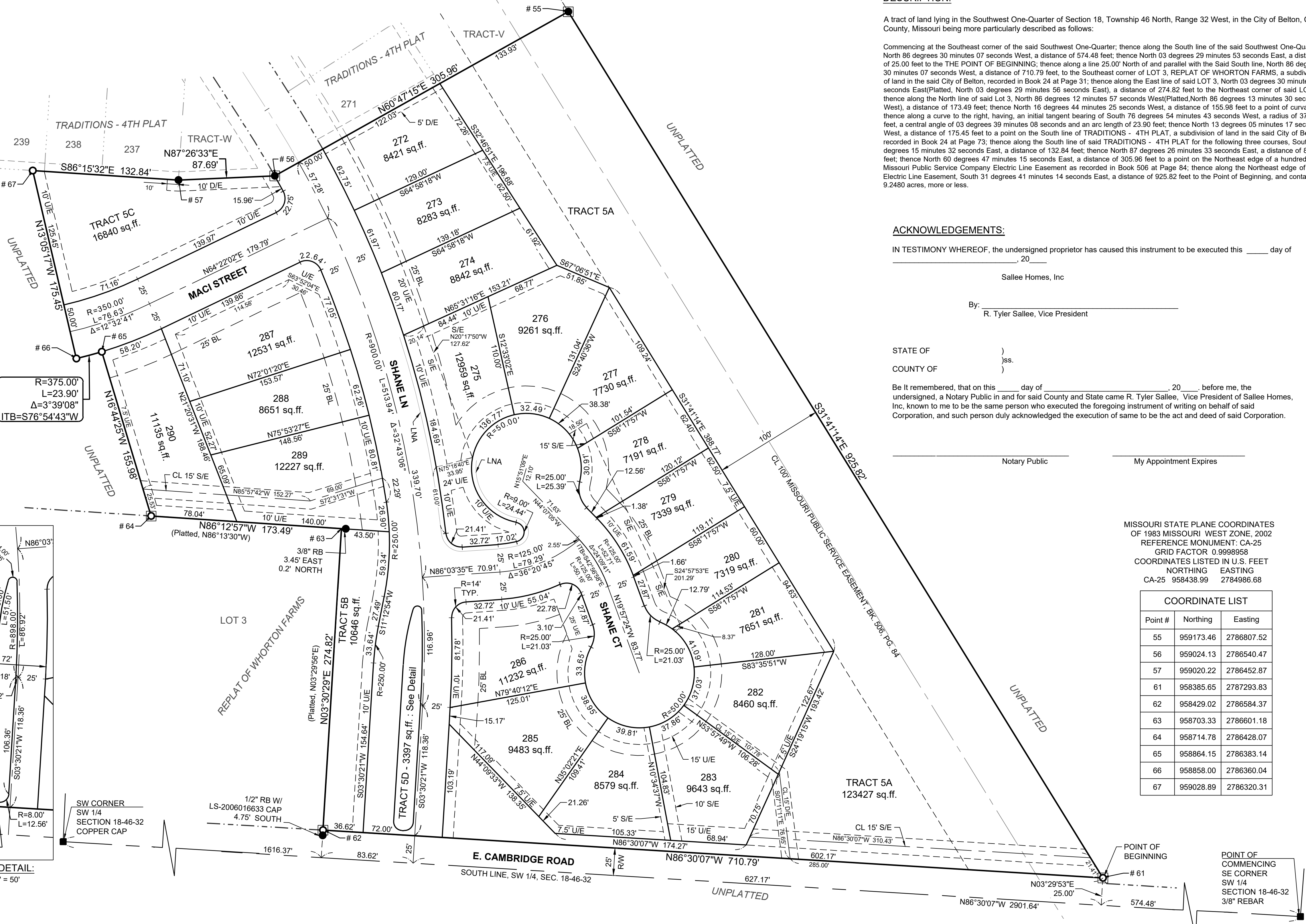
Be It remembered, that on this _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for said County and State came R. Tyler Sallee, Vice President of Sallee Homes, Inc, known to me to be the same person who executed the foregoing instrument of writing on behalf of said Corporation, and such person duly acknowledged the execution of same to be the act and deed of said Corporation.

Notary Public

My Appointment Expires _____

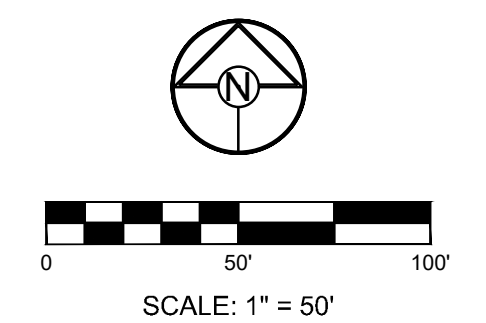
MISSOURI STATE PLANE COORDINATES
 OF 1983 MISSOURI WEST ZONE, 2002
 REFERENCE MONUMENT: CA-25
 GRID FACTOR: 0.99998959
 COORDINATES LISTED IN U.S. FEET
 NORTHING EASTING
 CA-25 958438.99 2784986.68

Point #	Northing	Easting
55	959173.46	2786807.52
56	959024.13	2786540.47
57	959020.22	2786452.87
61	958385.65	2787293.83
62	958429.02	2786584.37
63	958703.33	2786601.18
64	958714.78	2786428.07
65	958864.15	2786383.14
66	958858.00	2786360.04
67	959028.89	2786320.31



- LEGEND:**
- SET 2" ALUMINUM CAP W/ MO LS20022008859 IN 4" MIN. DIAMETER CONCRETE
 - SET 1/2" REBAR W/LS-8859-F CAP UNLESS OTHERWISE NOTED
 - FOUND 2" ALUMINUM CAP W/ MO LS20022008859 IN CONCRETE
 - FOUND 1/2" REBAR W/LS-8859-F CAP UNLESS OTHERWISE NOTED
 - FOUND MONUMENT BOX

- EXISTING LOT AND PROPERTY LINES
- EXISTING PLAT AND R/W LINES
- BL - BUILDING LINE
- D/E - DRAINAGE EASEMENT
- R/W - RIGHT-OF-WAY
- S/E - SANITARY SEWER EASEMENT
- U/E - UTILITY EASEMENT
- LNA - LIMITS OF NO ACCESS



BASIS OF BEARINGS:
 Grid North, Missouri State Plan coordinate System
 NAD 1983, West Zone
 S line, SW 1/4, Sec. 18-46-32: N86°30'07"W

NOTES:

1. Radii of R/W at street intersections is 14' unless otherwise dimensioned.
2. Easement information was furnished by OLD REPUBLIC National Title Insurance Company, issued through the office of Coffelt Land Title, Inc., 262 NE Tudor Rd., Lee's Summit, MO, in their report number: 15006496, Dated December 7, 2015.
3. FLOOD NOTE: This Property lies within Flood Zone X, defined as areas determined to be outside the 0.2% annual chance floodplain as shown on the FIRM Map 29037C0017F, revised January 2, 2013.
4. Areas designated as drainage easements shall be maintained by the property owner.

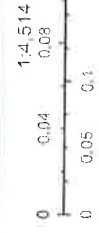
ArcGIS Web Map



4/16/2021, 11:25:44 AM

Aerial_MARC_2020_6in.tif

- Red: Band_1
 - Green: Band_2
 - Blue: Band_3
- Streets
- Belton_Parcels



Esri Community Maps Contributors, Kansas City, MO, County of Cass, MO, Missouri Dept. of Conservation, Missouri DNR, BuildingFootprintUSA, Esri, HERE, Garmin, SwireCloud, INCREMENT P, METNISA, USGS, EPA, NPS, US Census

Maker | Esri Community Maps Contributors, Kansas City, MO, County of Cass, MO, Missouri Dept. of Conservation, Missouri DNR, BuildingFootprintUSA, Esri, HERE, Garmin, SwireCloud, INCREMENT P, METNISA, USGS, EPA, NPS, US Census Bureau, USDA | ArcGIS Web App Builder