



**Agenda of the Belton City Council
March 23, 2021 – 6:00 p.m.
520 Main Street, Belton Missouri
<https://www.belton.org/watch>**

Seating is limited due to social distancing.

I. CALL PUBLIC HEARING TO ORDER – 6:00 P.M.

A public hearing regarding proposed tax abatement and Old Town Belton Redevelopment Plan pursuant to Section 353.110.362, RsMO.

II. ADJOURN PUBLIC HEARING

III. CALL WORK SESSION TO ORDER

IV. ITEMS FOR REVIEW AND DISCUSSION

A. Southview Commerce Center Rezoning

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V. ADJOURN WORK SESSION

VI. CALL MEETING TO ORDER

VII. PLEDGE OF ALLEGIANCE – Councilmember Clark

VIII. ROLL CALL

IX. PERSONAL APPEARANCES

A. Proclamation for Chief James Person, Belton Police Department

X. 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 March 9, 2021, City Council Meeting.

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- B. Motion approving Resolution R2021-16
A resolution to approve the purchase of a 2021 Transit-350 Cargo Van to convert into the Emergency Response Vehicle from Max Motors of Harrisonville, Missouri, in the amount of \$38,586.00.

The funds for this purchase were approved in the FY2021 budget and provided through the Public Safety Sales Tax. This purchase is \$11,414.00 under the budget.

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- C. Motion approving Resolution R2021-17
A resolution approving a Collective Bargaining Agreement between the City of Belton and the International Association of Firefighters, Local #42.

The proposed Collective Bargaining Agreement was ratified and approved by a majority of the members of the IAFF and is identical to the City's last offer as directed by the City Council.

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- D. Motion approving Resolution R2021-18
A resolution authorizing and approving the Labor Agreement between the City of Belton, Missouri, and the Fraternal Order of Police West Central Missouri Regional Lodge #50.

The proposed Collective Bargaining Agreement was ratified and approved by a majority of the members of the Lodge and is identical to the City's last offer as directed by the City Council.

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XI. REGULAR AGENDA

- A. Motion approving the final reading of Bill No. 2021-11
An ordinance approving the proposed Fiscal Year 2022 City Budget, as revised, and appropriating funds from the revenues of the City.
- B. Motion approving the final reading of Bill No. 2021-12
An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2021 Adopted City Budget for the purpose of increasing the budget for the Public Works trucks purchase and decreasing the budget for the Inspections Department.

- C. Motion approving the final reading of Bill No. 2021-13
An ordinance approving an amendment to the City's Zoning Map from R-1 Single Family Residential District to C-2 General Commercial District, for 1.90 acres of the parcel located on the South side of East North Avenue at Apple Valley Parkway, Belton, Cass County, Missouri.
- D. Motion approving the first reading of Bill No. 2021-15
An ordinance approving an amendment to the City's Zoning Map from an M-1 Light Industrial District and R-3 Multiple Family Residential District to an FCI Flex Commercial/Industrial District, for 26.55 acres of land located at 5901 E 155th Street and 6107 E 155th Street, Belton, Cass County, Missouri.

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- E. Motion approving the first reading of Bill No. 2021-16
An ordinance approving a Special Use Permit to allow warehousing in an FCI Flex Commercial/Industrial District in the Southview Commerce Center, located at 5901 E 155th Street and 6107 E 155th Street, Belton, Cass County, Missouri.

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- F. Motion approving the first reading of Bill No. 2021-17
An ordinance approving the Old Town Belton Redevelopment Plan pursuant to Chapter 353 of the Revised Statutes of Missouri, establishing the redevelopment area described therein as a blighted area, and approving the Old Town Belton Redevelopment Plan policy.

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- G. Motion approving both readings of Bill No. 2021-18
An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2021 Adopted City Budget.

This is the final budget amendment for fiscal year 2021 and amends the annual budget to appropriate additional revenues that were received in the Belton Town Centre TIF fund, Cedar Tree TIF fund, Y Highway Market Place TIF fund, Y Belton Plaza TIF fund and Southtowne Plaza TIF fund and to appropriate additional grant proceeds from the state of Missouri cost share program in the Street Capital Projects fund.

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- H. Motion approving both readings of Bill No. 2021-19
An ordinance authorizing the issuance of not to exceed \$6,660,000 principal amount of General Obligation Refunding and Improvement Bonds, Series 2021, of the City of Belton, Missouri and authorizing certain other documents and actions by the City.

This ordinance authorizes the City to issue the balance of the general obligation bonds for street improvements approved by voters in 2019 and refund the 2011 General Obligation Bonds. Bond yields have decreased and refunding the 2011 bonds and issuing new bonds is estimated to result in approximately \$480,000 of interest savings over the term of the bonds, and an estimated net present value benefit of approximately \$440,000. City Council passed the go-to-market resolution on February 23, 2021. The competitive bonds sale is planned for March 30, 2021.

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- I. Motion approving Resolution R2021-19
A resolution authorizing the City Council of Belton, Missouri to appoint Ronald Peek, Marsha Vest, and Diane Huckshorn as directors of the Industrial Development Authority of the City of Belton, Missouri.

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- XII. CITY COUNCIL LIAISON REPORTS
XIII. MAYOR'S COMMUNICATIONS
XIV. CITY MANAGER'S REPORT

March/April 2021 City Council Meetings – 6:00 p.m.
March 30, 2021-Special Meeting
April 13, 2021
April 27, 2021

- XV. COMMUNICATIONS FROM CITY COUNCIL
XVI. ADJOURN MEETING

SECTION IV

A



CITY OF BELTON
CITY COUNCIL INFORMATION FORM
WORK SESSION

AGENDA DATE: March 23, 2021

DIVISION: Planning and Building Department

COUNCIL: [] Regular Meeting [X] Work Session [] Special Session

Table with 2 rows and 5 columns: Ordinance, Resolution, Consent Item, Change Order, Motion, Agreement, Discussion, FYI/Update, Presentation, Both Readings.

ISSUE/RECOMMENDATION:

An amendment to the City's Zoning Map from an M-1 Light Industrial District and an R-3 Multiple Family Residential District to FCI Flex Commercial/Industrial District for a 26.55-acre site located at 5901 E. 155th Street and 6107 E. 155th Street.

BACKGROUND:

On March 15, 2021, the Planning Commission recommended approval of a rezoning and Preliminary Development Plan to permit the development of Building 4 in the Southview Commerce Center, an industrial/distribution building consisting of 501,000 square feet.

The application pertains to two large parcels of property. The property at 5901 E. 155th Street is the former Century Concrete plant site. This is a blighted 5.76-acre tract that has been vacant for approximately 15 years. This property includes an existing telecommunications tower and ground compound that will remain. This property is zoned a M-1 Light Industrial District.

The second site is a 20.79-acre parcel at 6107 E. 155th Street that is improved with a single-family home and approximately 10 sheds and barns. This property is zoned a R-3 Multiple-Family Residential District.

The applicant is proposing to rezone the properties to the Flex Commercial/Industrial district of the North Scott Corridor Overlay District + Guidelines. The Flex Commercial/Industrial District is designed to allow a variety of industrial or commercial uses in a planned environment with a higher degree of architectural design, site planning and landscaping. Building 4 would be identical to the three existing buildings in Southview Commerce Center.

The preliminary plan provides for one industrial/distribution building of 501,000 square feet on the 27-acre site. The building would be a cross-dock facility, with dock doors on the East and West elevations. The North elevation, facing 155th Street, includes corner office areas with transparent glass and defined entryways. The South elevation also includes these features. Employee parking areas are located on the North and South side of the building, convenient to the office areas. There is truck and trailer parking on the East and West elevations, for access to the dock doors.

A preliminary landscape plan was submitted with the application. A major element of the plan is a landscape buffer on the open space tract designed to provide screening and separation from the nearby

single-family homes. The buffer details include a 10-foot berm, planted with evergreen trees, shrubs, and sections of 6-foot cedar fencing. This is the same berm design and landscaping found in Southview Commerce Center. The landscape plan also designates areas of existing trees east of the building to remain.

Additionally, the applicant prepared a line of sight drawing that depicts view lines “A-A” from Valley Drive to the building, and “B-B” from White Avenue and Startimes Drive, to the building. These line of sight drawings are on Sheet L-0200. This colored drawing demonstrates that the dock doors and trailer parking are screened from nearby single-family homes. Depending on actual location, residents will see no more than the top one-half of the building.

A related application is a preliminary plat for Southview Residential. This is an important part of the development proposal, introducing new single-family lots and open space in the area as a buffer to properties to the East.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission convened a public hearing on March 15, 2021. Four residents appeared to speak in opposition to the request. At the conclusion of the public hearing, the Planning Commission recommended approval with conditions, of the rezoning from the M-1 Light Industrial District and R-3 Multiple Family Residential District to an FCI Flex Commercial/Industrial District. The Planning Commission vote was 6 to 0 in support of the application.

LIST OF REFERENCE DOCUMENTS ATTACHED:

1. Applicants Narrative
2. Preliminary Development Plan/Landscaping/Building Elevations – 11 pages
3. Concrete Plant Photographs
4. Location Map

Compatibility with North Scott Corridor Overlay:

NorthPoint Development proposes an expansion to the Southview Commerce Center, currently located within the North Scott Corridor Overlay. The existing Southview Commerce Center is currently zoned FCI (Flex Commercial Industrial) and abuts the subject property immediately to the south. The subject expansion property is currently zoned M1 and R3 and we are proposing a change to FCI (Flex Commercial Industrial) with a blanket Special Use to allow for the potential of warehousing and light manufacturing tenants. We believe our proposal will be an excellent addition to the City of Belton through significant capital investment, job creation, and additional tax and economic enhancement to the entire community. The City of Belton has adopted the North Scott Corridor Overlay District for new developments to use as their guidelines. We are committed to working with the City of Belton to provide an expansion of the existing development in conjunction with the North Scott Corridor Overlay.

NorthPoint continues to work closely with the City of Belton to adhere to the standards and guidelines found within the North Scott Overlay and using the underlying regulations as laid out in the BP-R Business Park Restricted District when necessary.

The appropriate zoning districts for properties within this overlay include:

The appropriate zoning district for our proposed use is FCI Flex Commercial / Industrial District that allows for the variety of manufacturing and warehousing uses that will allow us to bring quality tenants to the proposed expansion, just as we have for the existing development within Southview Commerce Center. Within this zoning district we would also propose a Special Use to allow for quality general manufacturing and warehousing tenants. We also propose maintaining the option to allow for outdoor storage should a tenant require it.

BULK REGULATIONS

Our design team continues to work closely with the city regarding the detailed guidelines to produce a development that is compatible with the standards of a quality development for the City of Belton and consistent with the existing development.

Min Lot Size: none

Min Open Space: 20% (open space is defined as any area not covered by a building, structure, parking lot, loading dock or driveway.) With the addition of the subject property and proposal of the fourth building, the overall development will maintain a minimum of 20% open space, proposing an overall open space area in excess of 35%.

BUILDING SETBACKS

- 20 ft Front Setback is required, and approximately 290 ft is provided from 155th Street
- 10 ft Side/Rear, if adjoining a similar zoning district
- 30 ft Side/Rear from existing residential zoning or use is required, and approximately 130' on the east and 170' on the west side is provided

- Max Building Height: Per underlying zoning district. The BP-R has a height maximum of 75 feet, however, the proposed building façade proposed for this site is no higher than 51' above the floor elevation.

LANDSCAPING AND BUFFERING:

Our proposed development is subject to the Large Site Landscaping Requirements below:

LARGE SITE LANDSCAPING REQUIREMENTS: New development within this overlay district on lots 10 acres or greater in size shall comply with the landscape standards as provided for in appendix "A". This large site standard allows for greater creativity and design flexibility in developing a site landscape plan.

NorthPoint is committed to creating a beautiful and inviting development with the use of creative landscaping and design elements, most specifically to buffer the adjacent single family residential to the east. A large berm and landscaping, consistent with that provided within the existing Southview Commerce Center development, has been proposed along the east side of the building.

STORM WATER MANAGEMENT All sites shall provide storm water management and detention facilities as necessary and required by City Code, following the storm water and flood protection regulations contained in the City's Unified Development Code, the City's design criteria for storm drainage systems and facilities, and the adopted "Manual of Best Management Practices for Stormwater Quality." When possible, storm water detention ponds should be designed as a water feature and as a site amenity with appropriate landscaping, walking trails, and site furniture.

Our proposed development provides storm water management and detention facilities as necessary and required by City Code.

Building Placement and Site Design Standards

All buildings and sites shall be designed to be pedestrian friendly by way of connecting walkways. Pedestrian connections shall be made, when feasible, between adjacent and connecting developments and to all adjacent public streets.

As part of our continued conversations with the City of Belton we are committed to the addition of pedestrian connection when feasible in a to be determined implementation. Whether it be through a sidewalk adjacent to public streets or potentially through a multi-use trail circling the perimeter of the Commerce Center. We will continue the conversations as we progress through design to determine a feasible pedestrian friendly plan.

Parking

Parking proposed is based on an estimated number of employees. We estimate that approximately 250 jobs will be added to the Belton community as result of the development expansion. Based on the size and scope of the proposed project, we believe this is a reasonable estimate of employment and subsequent amount of vehicle parking for a building of this size.

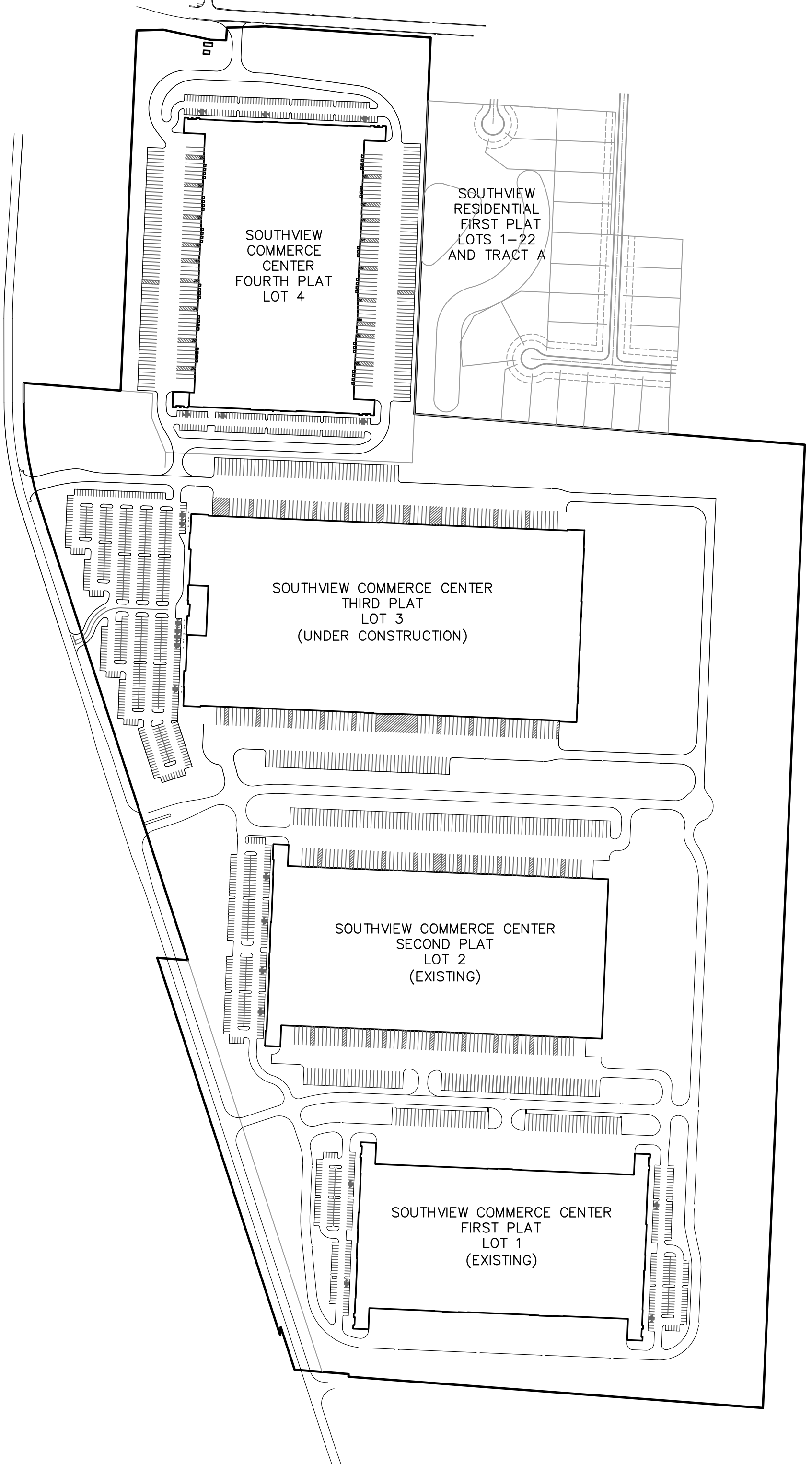
ARTICULATION OF FAÇADES AND BUILDING EXTERIOR FINISH MATERIALS

The proposed building design will be consistent with the three buildings within the existing development. The existing architecture has been coordinated with city staff to meet the requirements of the overlay district. Through changes in texture with paint and color and the addition of glass our high-quality design is consistent across the development. In addition, use of building appendages at each corner of the proposed building will be used to provide additional screening of the truck court areas from 155th Street.

SOUTHVIEW COMMERCE CENTER

PRELIMINARY DEVELOPMENT PLAN AMENDMENT/ PRELIMINARY PLAT/ REZONING

IN BELTON, CASS COUNTY, MO



SHEET LIST	
NO.	TITLE
C-0001	TITLE SHEET
C-0050	PRELIMINARY PLAN DEVELOPMENT AMENDMENT
C-0100	EXISTING CONDITIONS PLAN
C-0200	SITE PLAN
C-0400	GRADING PLAN
C-0800	UTILITY PLAN
L-0100	LANDSCAPE PLAN
L-0200	SECTION
A4.01	ELEVATIONS
A4.02	ELEVATIONS
A4.03	ELEVATIONS

PROPERTY DESCRIPTION:
 Two contiguous tracts of land lying in Section 1, Township 46 North, Range 33 West described below as the Building 4 Tract and the Original Southview Commerce Center Tract:

Building 4 Tract
 A tract of land containing an area of 1,157,400 square feet of land lying in Lot 2 of Section 1, Township 46 North, Range 33 West in Belton, Cass County, Missouri, more particularly described as follows: Commencing at the Northwest corner of Section 1, being a point on the township line lying 0.32 feet North of a 2" aluminum monument stamped "LS 2000148659"; Thence South 86° 25' 23" East, along said township line, 1274.85 feet to the Northeast corner of Lot 2 of the Northwest quarter of Section 1; Thence South 02° 28' 52" West, along the East line of said Lot 2, 33.42 feet to the South right of way line of 155th Street and the Point of Beginning of the tract herein described; Thence South 02° 28' 52" West 205.78 feet to the common line between the Sunset Hill Addition and Sunset Hill Second Plat; Thence South 02° 28' 52" West 1021.68 feet along the common between Lot 2 of said quarter section and Sunset Hill Second Plat to a point on the Southwest corner of Sunset Hill Second Plat and the Southeast corner of Lot 2 of the Northwest quarter of Section 1 as monumented by a 5/8" bar of unknown origin; Thence North 85° 29' 17" West 640.54 feet to the southerly corner dividing the East and West halves of Lot 2 of said quarter section as monumented by a 1/2" bar with no cap; Thence North 85° 28' 27" West 320.11 feet to the Southwest corner of the East half of the West half of Lot 2 of said quarter section; Thence North 02° 40' 08" East 1175.64 feet along the West line of the East half of the West half of Lot 2 to the South right of way line of 155th Street; Thence North 88° 17' 37" East 83.36 feet along said right of way line; Thence South 78° 01' 44" East 158.96 feet along said right of way line; Thence North 88° 17' 42" East 50.63 feet along said right of way line; Thence North 03° 35' 00" East 41.28 feet along said right of way line; Thence North 89° 23' 21" East 27.51 feet along said right of way line to the common line between the East and West halves of Lot 2; Thence North 87° 49' 52" East 96.64 feet along said right of way line; Thence South 86° 05' 42" East 541.25 feet to the point of beginning.

Original Southview Commerce Center Tract
 Part of Lot 1 of the Northwest Quarter, and part of the Southwest Quarter, all in Section 1, Township 46 North of the Baseline, 33 West of the Fifth Principal Meridian, Belton, Cass County, Missouri, described as follows: Commencing at the Southeast corner of the Southwest Quarter of said Section 1; thence North 02 degrees 30 minutes 02 seconds East on the East line of said Southwest Quarter, 835.81 feet to the North right-of-way line of 162nd Street, and the point of beginning; thence North 85 degrees 41 minutes 10 seconds West on said North right-of-way line, 1,354.87 feet to the East right-of-way line of U.S. Highway 71; thence North 04 degrees 00 minutes 31 seconds East, on said East right-of-way line, 8.68 feet to an angle point in said East right-of-way line, being 280 feet left of Highway 71 centerline Station 77+31; thence North 85 degrees 23 minutes 51 seconds West on said East right-of-way line, 176.62 feet to an angle point in said East right-of-way line, being 117 feet left of centerline Station 76+63; thence North 18 degrees 02 minutes 32 seconds West on said East right-of-way line, 146.04 feet to the East line of a tract described in Book 540, Page 192 at the Cass County Recorder's Office; thence South 03 degrees 27 minutes 49 seconds West on said East right-of-way line and East line of said tract, 27.28 feet to an angle point in said East right-of-way line; thence North 18 degrees 02 minutes 32 seconds West on said East right-of-way line, 1,294.42 feet to the North line of said tract; thence South 85 degrees 34 minutes 06 seconds East on said East right-of-way line and the North line of said tract, 100.64 feet to an angle point in said East right-of-way line; thence North 18 degrees 02 minutes 32 seconds West on said East right-of-way line, 1,556.39 feet to a point of curvature being 200 feet left of centerline Station 47+30, also being 50 feet left of Highway 71 Outer Road Station 47+30; thence Northwesterly on a curve to the right on said East right-of-way line (said curve having a radius of 1,096.00 feet, a chord bearing of North 09 degrees 02 minutes 32 seconds West, a chord distance of 342.90 feet, and an initial tangent bearing of North 18 degrees 02 minutes 32 seconds West), an arc length of 344.32 feet to a point of tangency, being 50 feet left of Highway 71 Outer Road Station 43+70; thence North 00 degrees 02 minutes 32 seconds West on said East right-of-way line, 63.01 feet to the North line of Lot 1 of the Northwest Quarter of said Section 1; thence South 85 degrees 28 minutes 47 seconds East on said North line, 2,554.63 feet to the Northeast corner of Lot 1; thence South 02 degrees 29 minutes 12 seconds West on the East line of said Lot 1, 1,320.18 feet to the Northeast corner of the Southwest Quarter of said Section 1; thence South 02 degrees 30 minutes 02 seconds West, 1,822.34 feet to the point of beginning.

PROJECT TEAM:

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SURVEYOR
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LANDSCAPE ARCHITECT
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UTILITY CONTACT LIST:

PUBLIC WORKS
 CITY OF BELTON PUBLIC WORKS
 PHONE: 816.331.6973

TELECOM
 AT&T
 PHONE: 800.464.7928

ELECTRIC
 KCP&L
 PHONE: 816.471.5275

DOMESTIC GAS
 MGE/SPIRE
 PHONE: 816.756.5252

WATER SERVICE
 CITY OF BELTON
 PHONE: 816.331.4331

SITE DATA		
EXISTING ZONING	M-1: LIGHT INDUSTRIAL, R-3: MULTI-FAMILY	
PROPOSED ZONING	FCI: FLEX COMMERCIAL/INDUSTRIAL	
SITE AREA		
TOTAL SITE AREA	1,938,420 SF	44.50 Ac.
LOT 4	1,310,720 SF	30.09 Ac.
NET SITE AREA	1,886,148 SF	43.30 Ac.
USE	MANUFACTURING, WAREHOUSING, DISTRIBUTION, AND RESIDENTIAL	
LOT 1 BUILDING DATA		
NUMBER OF FLOORS/HEIGHT	1 STORY	50'
GROSS FLOOR AREA/RATIO	501,000 SF	25.8%
BUILDING COVERAGE/RATIO	501,000 SF	25.8%
OPEN SPACE		
LOT 4	334,586 SF	17.3%
AMENDED PREL DEVELOPMENT PLAN	2,727,191 SF	35.5%
PARKING DATA		
	REQUIRED	PROVIDED
TYPICAL PARKING STALLS @ 1 SPACE PER 1 EQUIVALENT EMPLOYEE (EE) (250 EMPLOYEES @ 1 EE = 250)	250 STALLS	252 STALLS
ACCESSIBLE PARKING STALLS (INCLUDED IN TYPICAL STALL TOTAL)	8 STALLS	12 STALLS
TRAILER PARKING (NOT REQUIRED BY CODE)	NOT APPLICABLE	129



Project No.: 3228
 Date: 2021.01.15
 Issued For: Entitlement Submittal

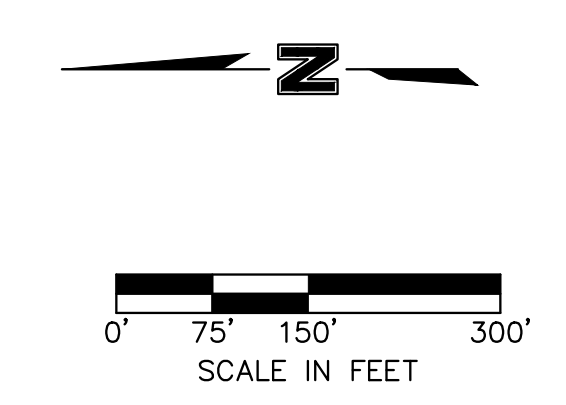
Revisions:

No.	Date	Description
1	2021.03.02	City Resubmittal

Preliminary
Not For Construction

C-0001

COVER SHEET



Southview Commerce Center
 BELTON
 CASS COUNTY
 MO
 Certificate of Authority #E-2020018354

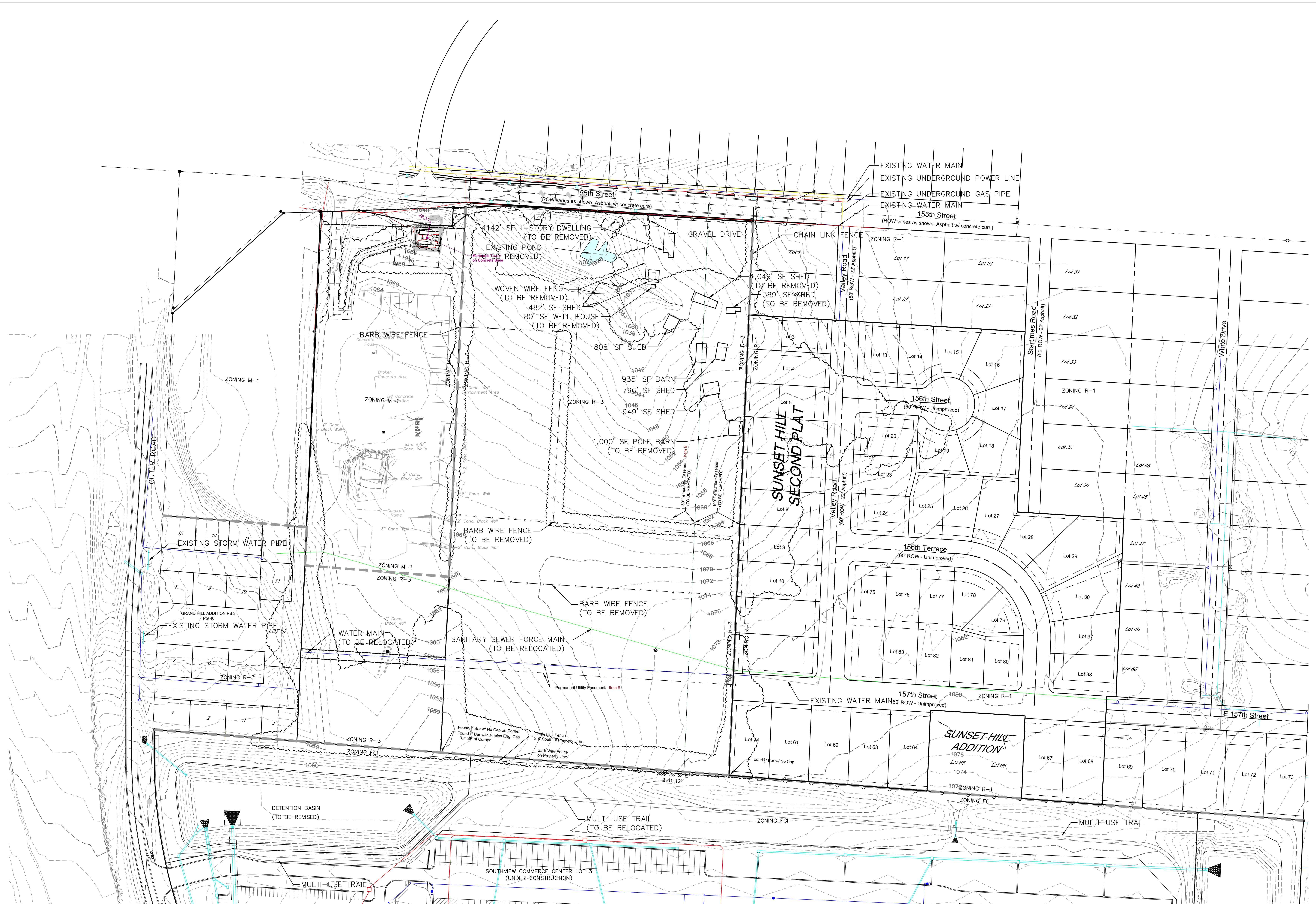
Project No.: 3228
 Date: 2021.01.15
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Revisions:

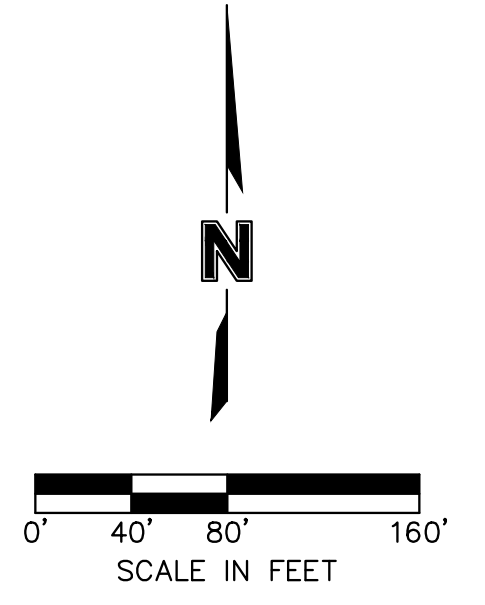
No.	Date	Description
1	2021.03.02	City Resubmittal

Preliminary
 Not For Construction

C-0050
 PRELIMINARY PLAN
 DEVELOPMENT
 AMENDMENT



LEGEND	
100	EXISTING INDEX CONTOURS
100	EXISTING INTERMEDIATE CONTOURS
100	PROPOSED INDEX CONTOURS
100	PROPOSED INTERMEDIATE CONTOURS
UTILITY LEGEND	
	STORM SEWER
	SANITARY SEWER (FORCE MAIN)
	WATER MAINS
	ELECTRICAL (TRANSMISSION)
	ELECTRICAL (SERVICE)
	TELEPHONE/COMMUNICATION
NOTES	
SUNSET HILL SECOND PLAT LOTS AND RIGHT OF WAY ARE DEDICATED NOT CONSTRUCTED	



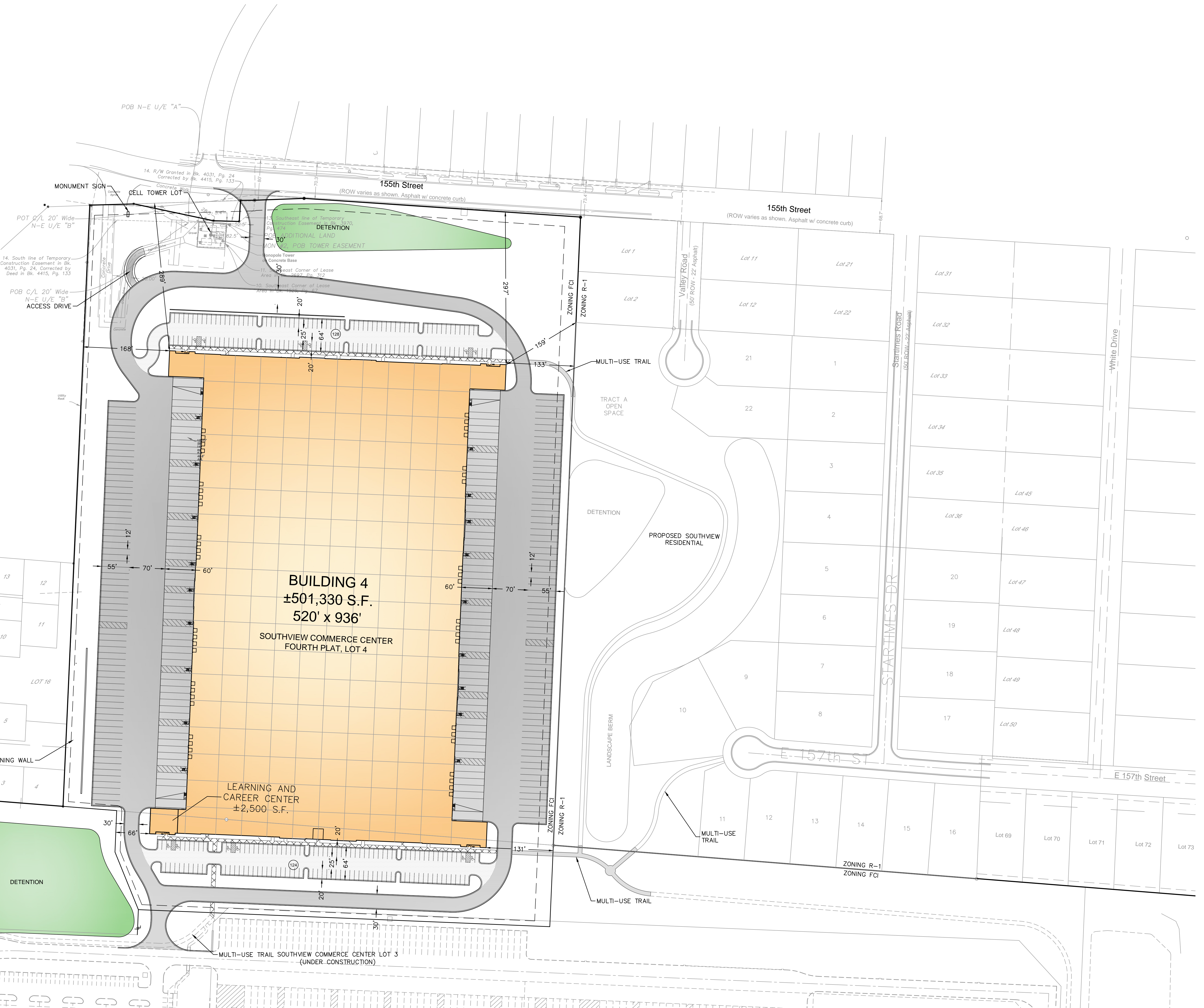
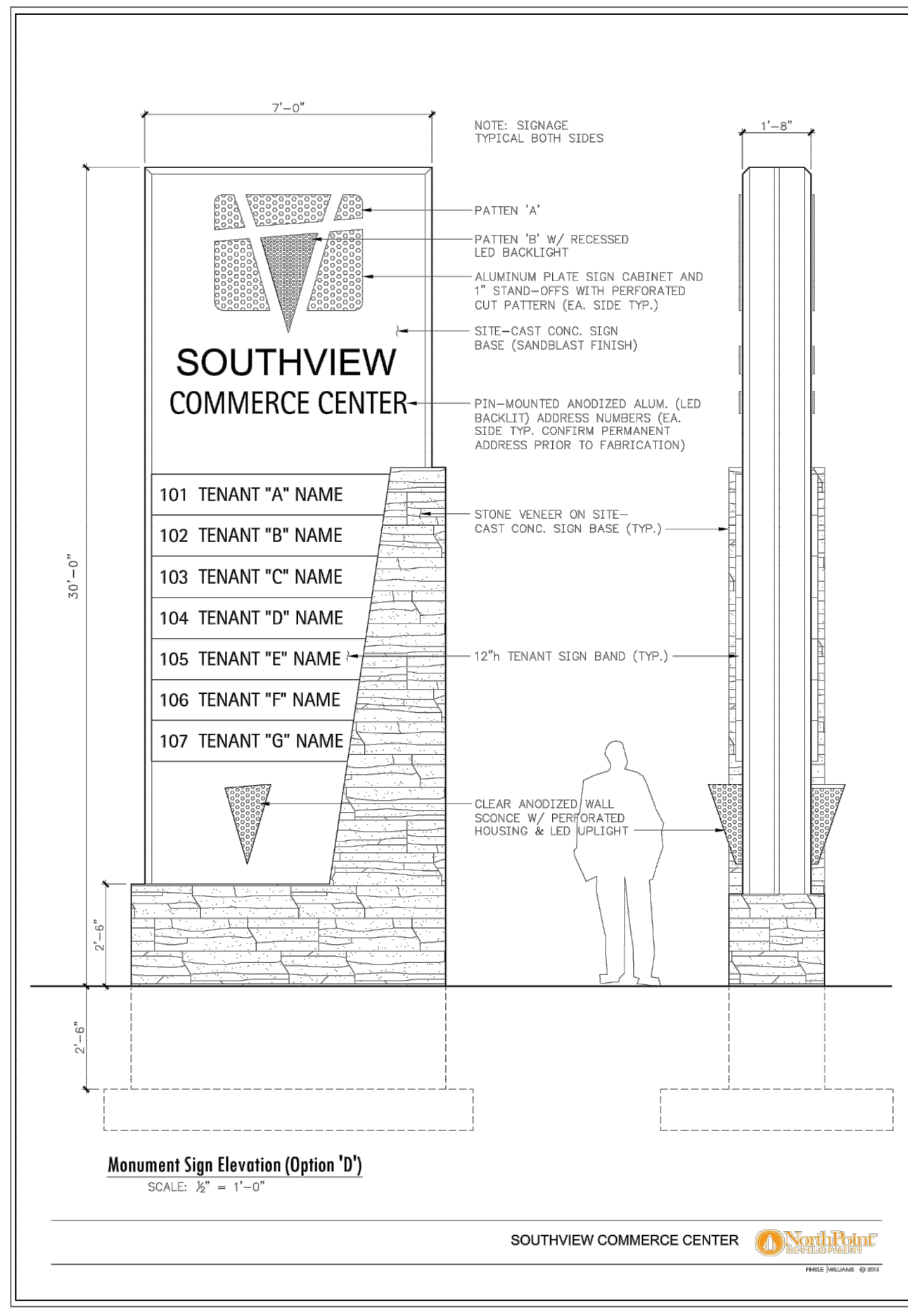
Southview Commerce Center
BELTON
CASS COUNTY
MO
Certificate of Authority #E-2020016354

Project No.:	3228	
Date:	2021.01.15	
Issued For:	Entitlement Submittal	
Revisions:		
No.	Date	Description
1	2021.03.02	City Resubmittal

Preliminary
Not For Construction

C-0100
EXISTING CONDITIONS
PLAN

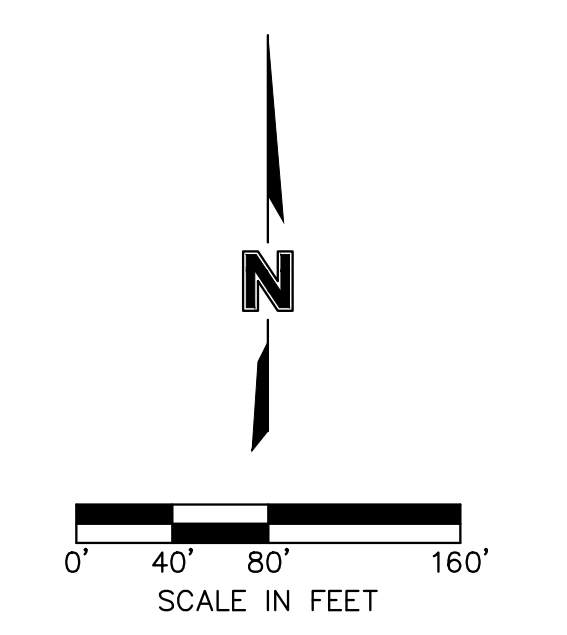
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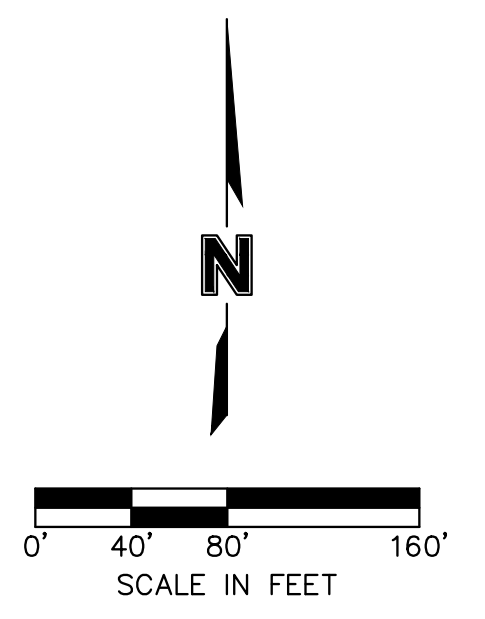
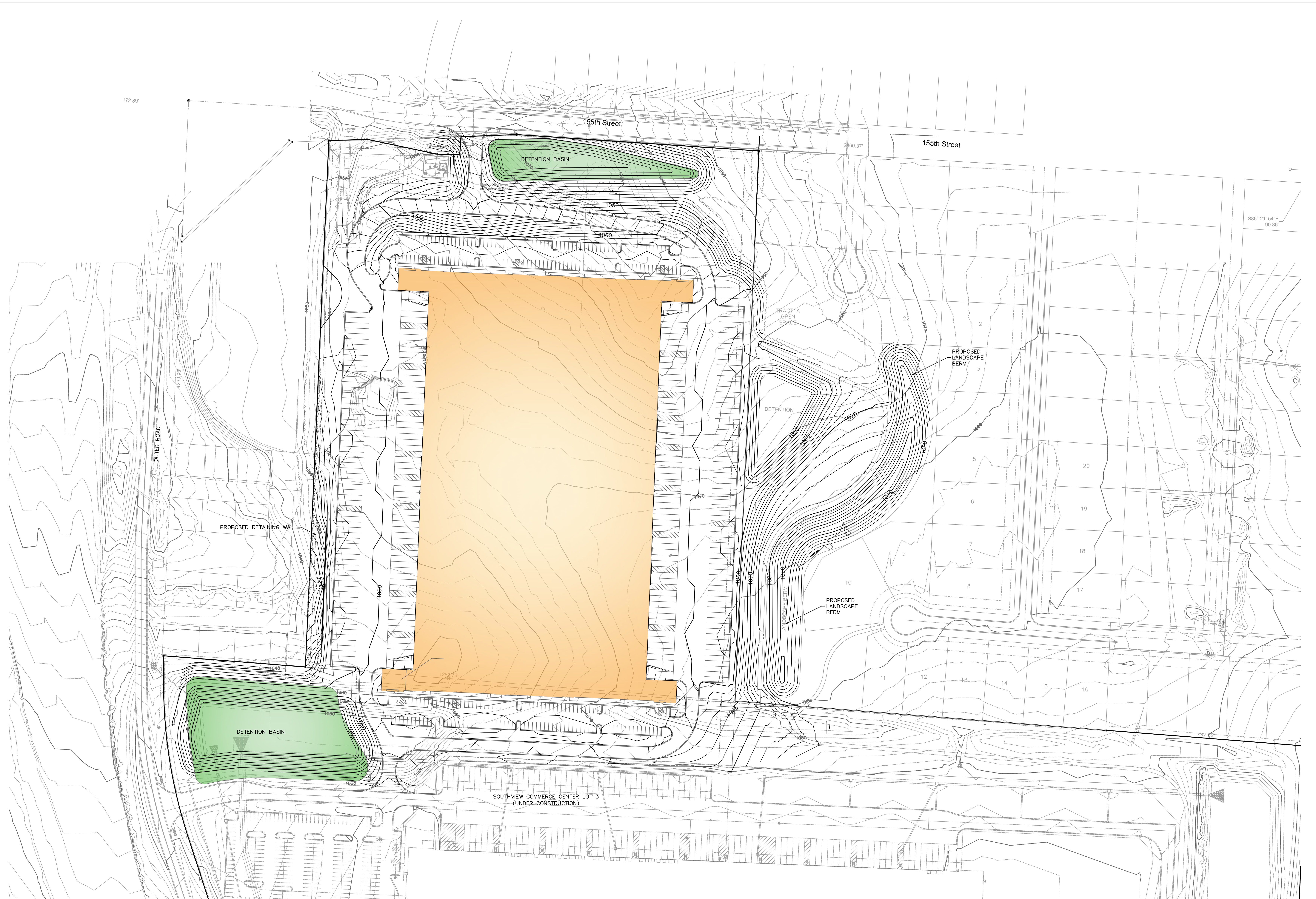
LEGEND	
	CONCRETE SIDEWALK
	LIGHT DUTY ASPHALT PAVEMENT
	HEAVY DUTY ASPHALT PAVEMENT
	CONCRETE PAVEMENT
	CG-1 CURB & GUTTER
	# OF PARKING STALLS

- GENERAL NOTES**
- THIS PLAN SHALL SERVE AS A PRELIMINARY PLAT.
 - EXISTING CONDITIONS AND UTILITIES ARE INDICATED ON THE EXISTING CONDITIONS PLAN.
 - GENERAL CONFIGURATION OF PROPOSED LOTS AND TRACTS ARE AS INDICATED IN PLAN SET.
 - FINAL DEVELOPMENT PLAN TO INCLUDE FINAL DETAILS ON SIGNAGE, BUILDING MATERIALS, BUILDING ELEVATIONS, LANDSCAPING AND LIGHTING PLAN.
 - PROPOSED CONTOURS, GRADES AND UTILITIES ARE SUBJECT TO FINAL ENGINEERING DESIGN AND APPROVAL BY CITY, PRIVATE UTILITY COMPANIES AND BUILDING PERMIT PLAN APPROVAL.
 - INGRESS AND EGRESS TO EACH LOT WILL BE FROM A PUBLIC STREET AND/OR ACCESS EASEMENT.
 - PRIVATE ACCESS EASEMENT AGREEMENTS FOR EACH LOT SHALL BE RECORDED AGAINST THE PROPERTY AS REQUIRED TO PROVIDE ACCESS.
 - LOTS OR TRACTS ESTABLISHED BY THIS PLAN MAY BE FURTHER SUBDIVIDED BY APPLICATION FOR LOT SPLIT OR MINOR SUBDIVISION.
 - PROJECT PHASES IDENTIFYING BUILDING SEQUENCING IS BASED UPON MARKET DEMAND.
 - ALL ROOFTOP MECHANICAL EQUIPMENT WILL BE SCREENED

- LOT 4 BUILDING SETBACK:**
- FRONT YARD (MIN.): 20'
 - REAR YARD (MIN.): 10'
 - WEST SIDE YARD (MIN.): 10'
 - EAST SIDE YARD (MIN.): 30'



No.	Date	Description
1	2021.03.02	City Resubmittal



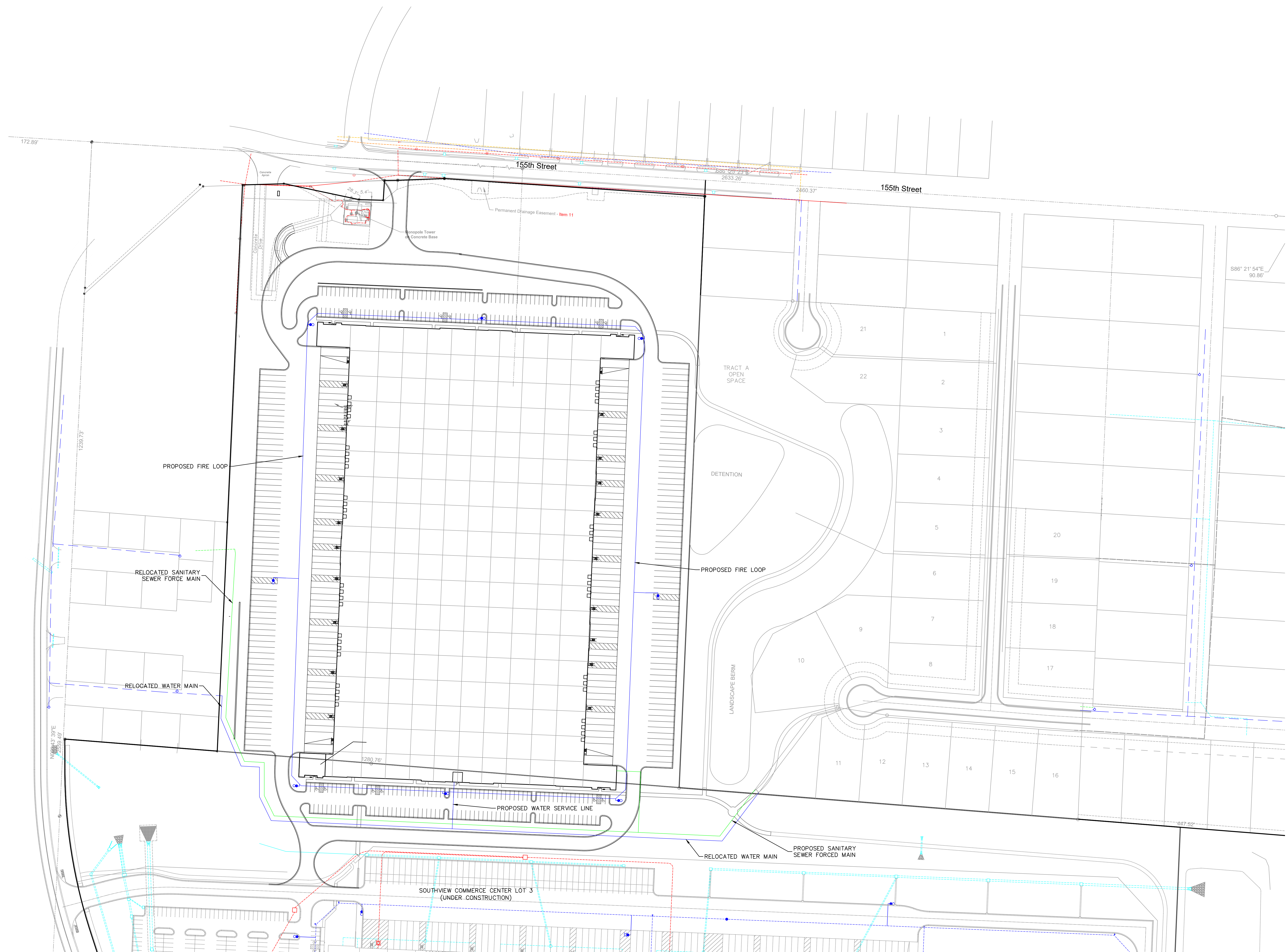
Southview Commerce Center
 BELTON CASS COUNTY MO
 Certificate of Authority #E-202016354

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Revisions:

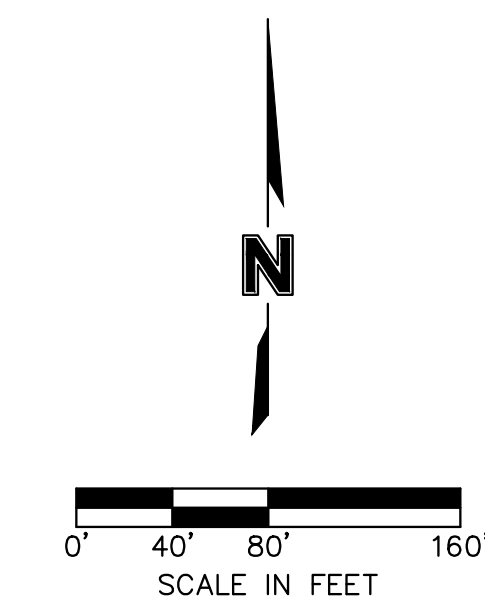
No.	Date	Description
1	2021.03.02	City Resubmittal

Preliminary
 Not For Construction



UTILITY LEGEND

	STORM SEWER
	SANITARY SEWER (FORCE MAIN)
	WATER MAINS
	ELECTRICAL (TRANSMISSION)
	ELECTRICAL (SERVICE)
	TELEPHONE/COMMUNICATION



Southview Commerce Center
BELTON
CASS COUNTY
MO
Certificate of Authority #E-2020018354

Project No.: 3228
Date: 2021.01.15
Issued For: Entitlement Submittal

Revisions:

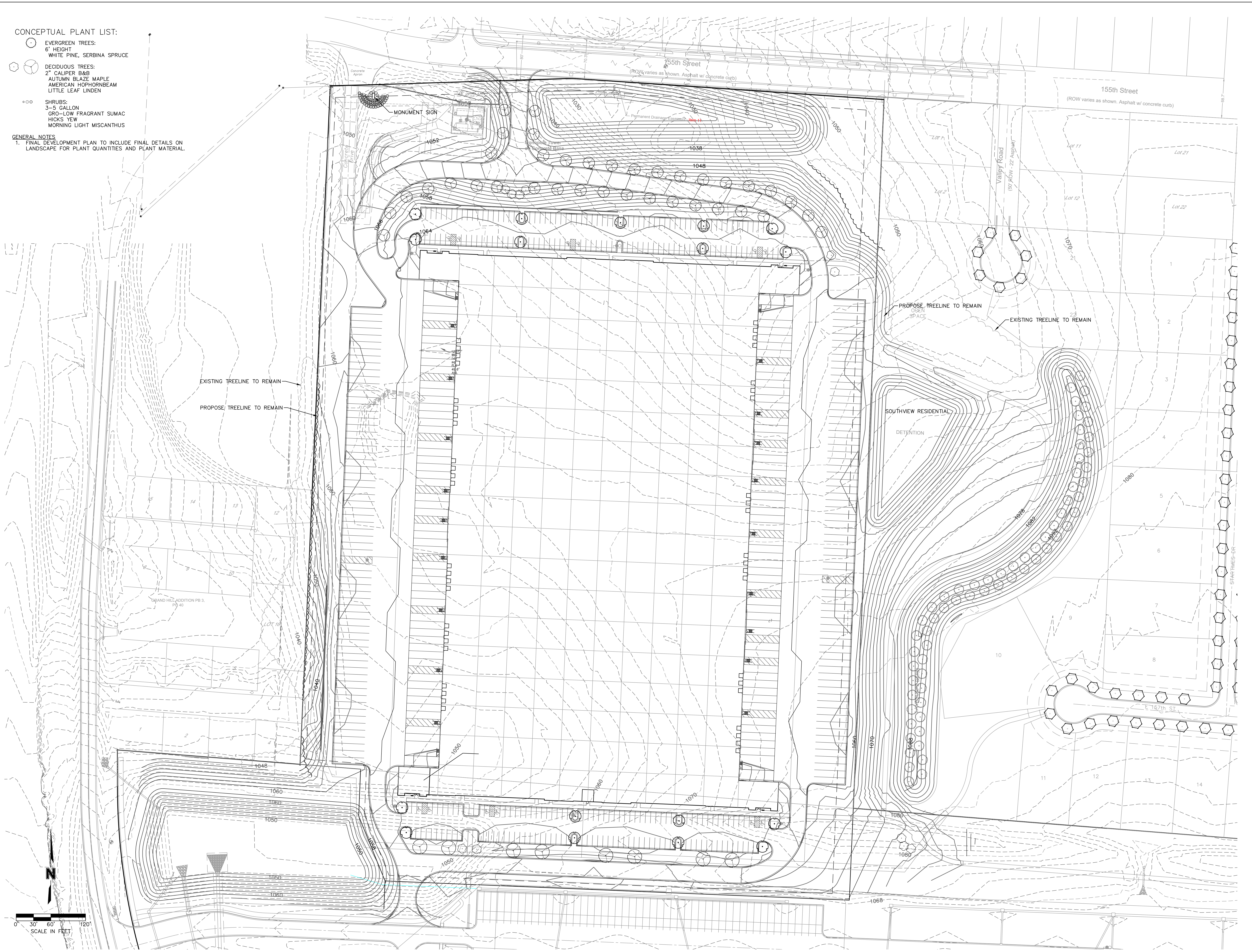
No.	Date	Description
1	2021.03.02	City Resubmittal

Preliminary
Not For Construction

CONCEPTUAL PLANT LIST:

- EVERGREEN TREES:
6' HEIGHT
WHITE PINE, SERBINA SPRUCE
- DECIDUOUS TREES:
2" CALIPER B&B
AUTUMN BLAZE MAPLE
AMERICAN HOPHORNBEAM
LITTLE LEAF LINDEN
- SHRUBS:
3-5 GALLON
GRO-LOW FRAGRANT SUMAC
HICKS YEW
MORNING LIGHT MISCANTHUS

GENERAL NOTES
1. FINAL DEVELOPMENT PLAN TO INCLUDE FINAL DETAILS ON LANDSCAPE FOR PLANT QUANTITIES AND PLANT MATERIAL.



D:\SitePoint Dropbox\01 Projects\Industrial\3228 Southview Commerce Center - Expansion Property (Belton, MO)\Building & Plans\Preliminary Development Plan\L-0100 Landscape Plan - Overview.dwg



Southview Commerce Center
BELTON
CASS COUNTY
MO
Certificate of Authority #E-202018354

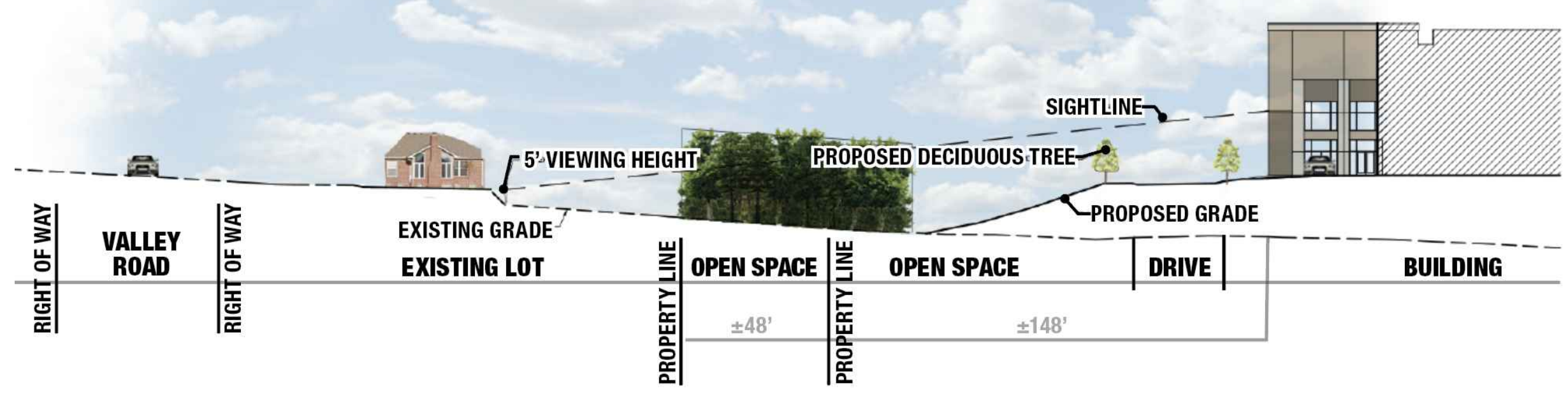
Project No.: 3228
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Issued For: Entitlement Submittal

Revisions:

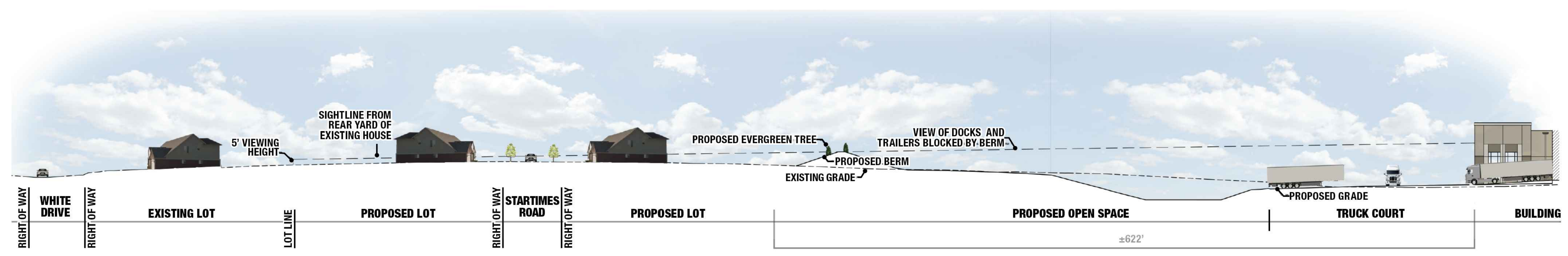
No.	Date	Description
1	2021.03.02	City Resubmittal

Preliminary
Not For Construction

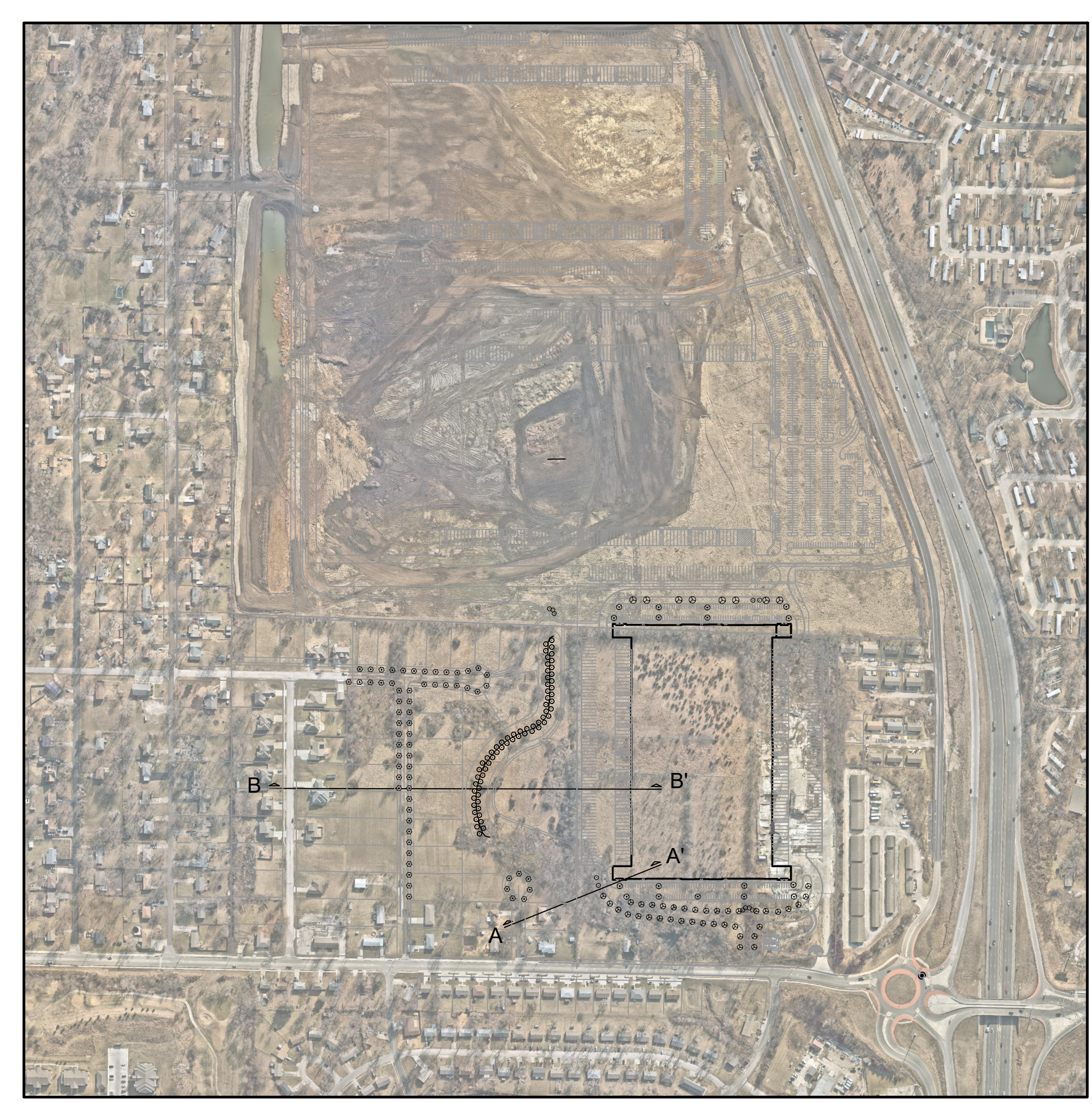
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SECTION A-A'



SECTION B-B'



KEY MAP



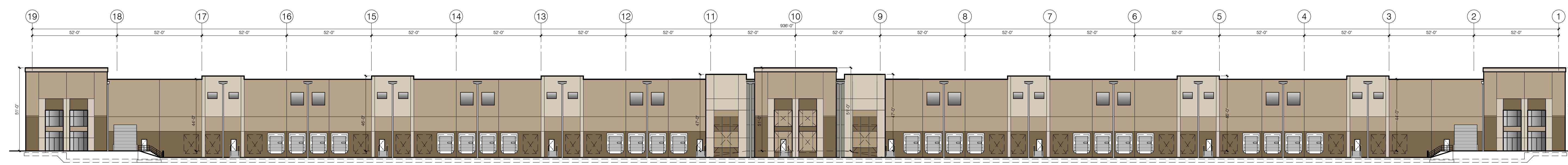
Southview Commerce Center
 BELTON
 CASS COUNTY
 MO
 Certificate of Authority #E-2020016354

Project No.: 3228
 Date: 2021.01.15
 Issued For: Entitlement Submittal

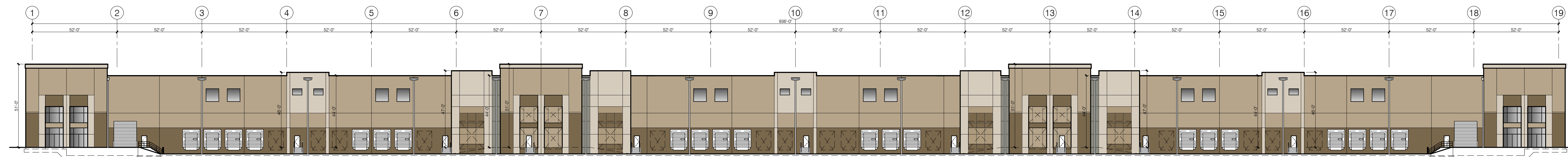
Revisions:

No.	Date	Description
1	2021.03.02	City Resubmittal

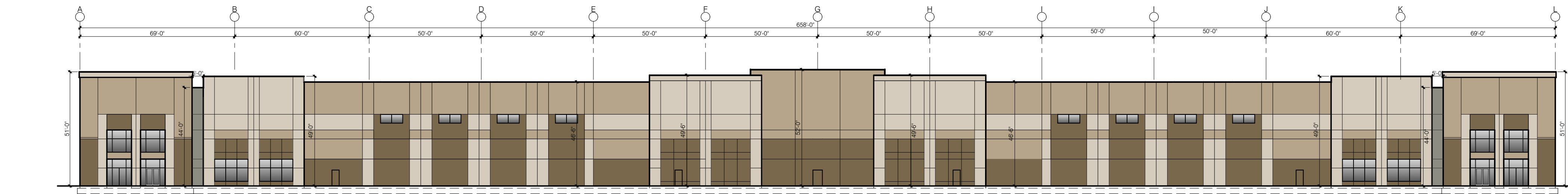
Preliminary
 Not For Construction



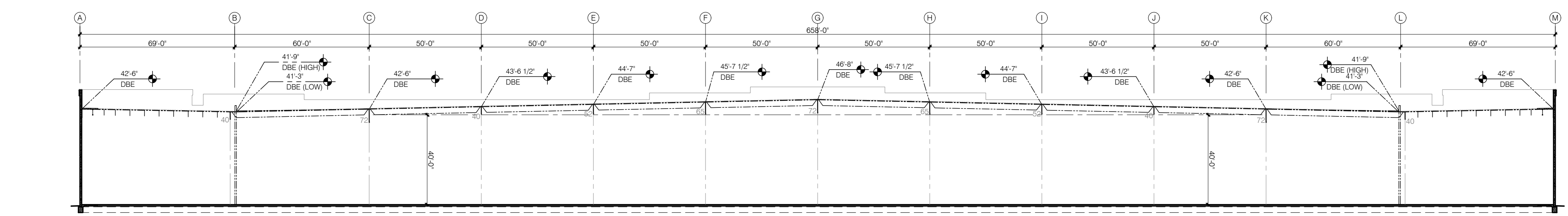
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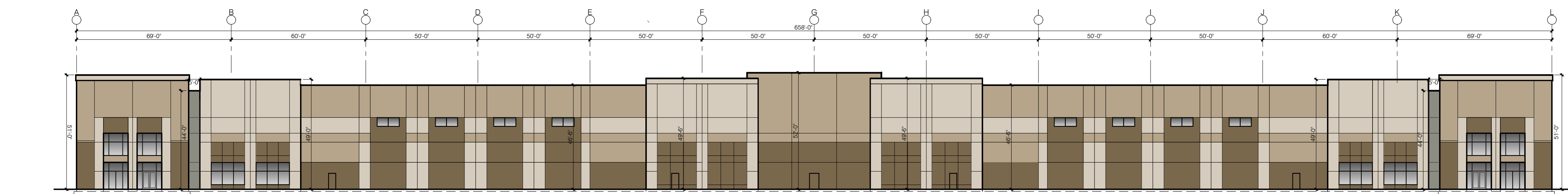
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3 OVERALL SOUTH ELEVATION
Scale: 1/32" = 1'-0"



2 BUILDING SECTION
Scale: 1/32" = 1'-0"



1 OVERALL NORTH ELEVATION
Scale: 1/32" = 1'-0"

COLOR COATING LEGEND

- ALL COPING COLORS TO MATCH ADJACENT PAINT FINISH (U.N.O.)
 - ALL GUTTER, CONDUCTOR HEADS, AND DOWNSPOUTS TO MATCH DREXEL METALS "SURREY BEIGE"
 - COLORS AND REVEALS TO WRAP EXTERIOR EDGES OF LAP PANELS (U.N.O.)
- SHERWIN WILLIAMS: SW7047 "PORPOISE"
 - SHERWIN WILLIAMS: SW7032 "WARM STONE"
 - SHERWIN WILLIAMS: MATCH DREXEL METALS "SURREY BEIGE"
 - SHERWIN WILLIAMS: SW7567 "NATURAL TAN"



studioNorth
ARCHITECTURE
4825 NW 41st Street | Suite 500 | Riverview, MO 64110
816 | 888 | 7380
NP Studio North, LLC
Missouri Certificate of Authorization No. A-2017040540

CIVIL	OLSSON ASSOCIATES
LANDSCAPE	OLSSON ASSOCIATES
FOUNDATIONS	KRUDWIG STRUCTURAL ENGINEERS
STRUCTURAL	KRUDWIG STRUCTURAL ENGINEERS
PLUMBING	DESIGN-BUILD
MECHANICAL	DESIGN-BUILD
ELECTRICAL	DESIGN-BUILD
FIRE PROTECTION	DESIGN-BUILD
CONTRACTOR	BRINKMANN CONSTRUCTORS

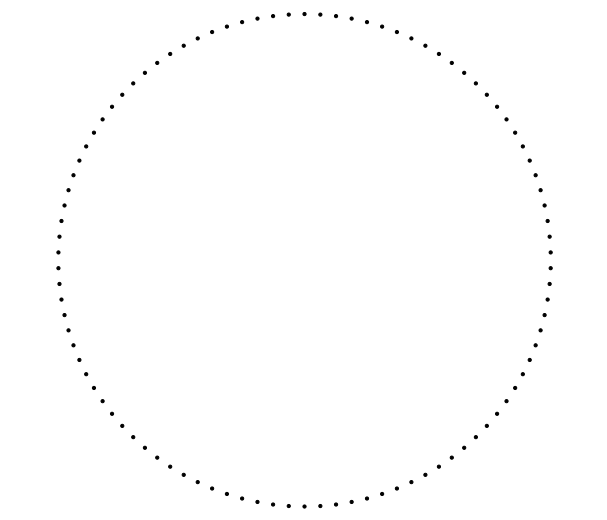


Southview
Commerce Center
Building 4
Interstate 49 & 162nd Street
Belton, MO 64012

Project No. XXXX
Date: 02.17.21
Issued For: Preliminary Planning Set

Revisions:

No.	Date	Description





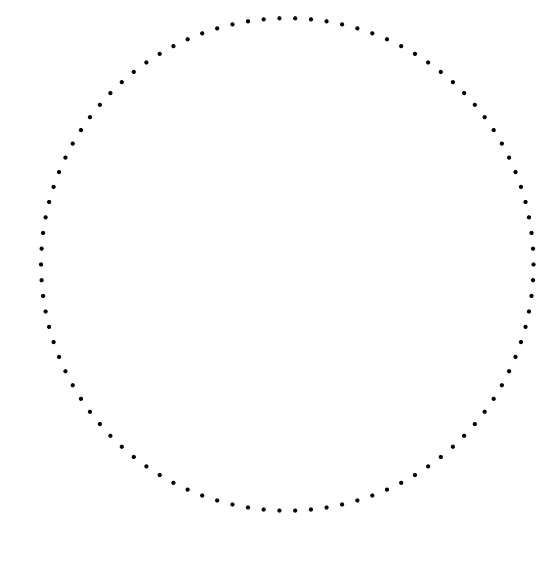
studioNorth
ARCHITECTURE
4823 NW 4th Street | Suite 202 | Revensley, MD 21150
Tel: 410-326-1100 | Fax: 410-326-1101
www.studionorth.com
Professional Seal of the Architect No. A-017100540

- CIVIL OLSEN ASSOCIATES
- LANDSCAPE OLSEN ASSOCIATES
- FOUNDATIONS HILDING STRUCTURAL ENGINEERS
- STRUCTURAL HILDING STRUCTURAL ENGINEERS
- PLUMBING DEBORN BOLD
- MECHANICAL DEBORN BOLD
- ELECTRICAL DEBORN BOLD
- FIRE PROTECTION DEBORN BOLD
- CONTRACTOR BRINNAMAN CONSTRUCTORS



Southview
Commerce Center
Building 4
Horseshoe & 18th Street
Beltsville, MD 20812

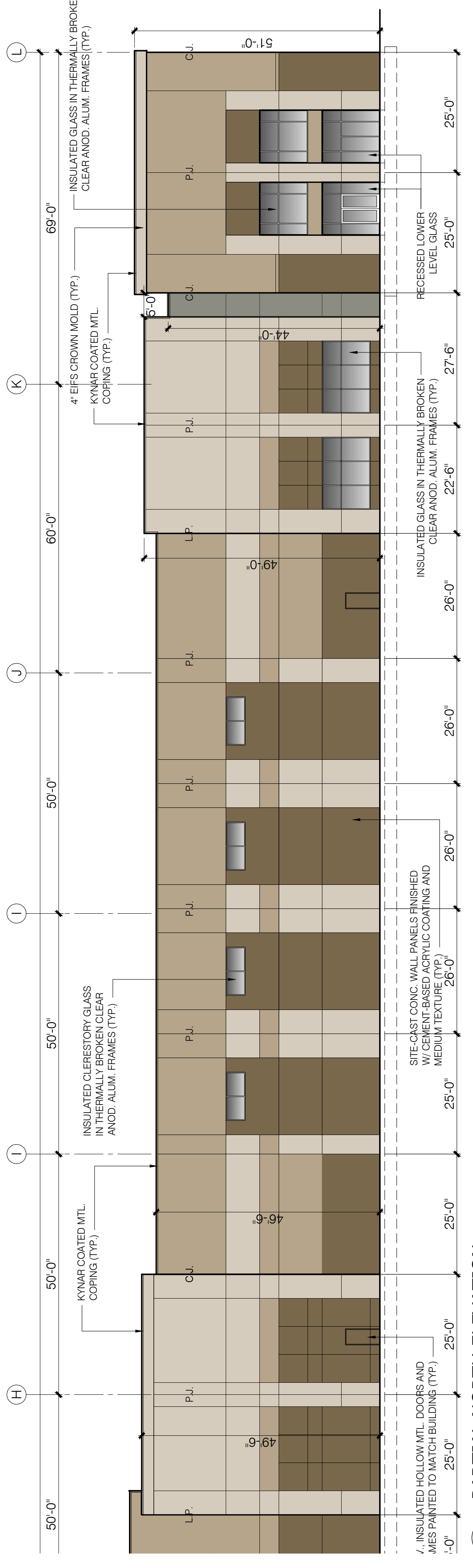
Project No.:	XXXX	
Date:	02.17.21	
Issued For:	Preliminary Planning Set	
Revisions:		
No.	Date	Description



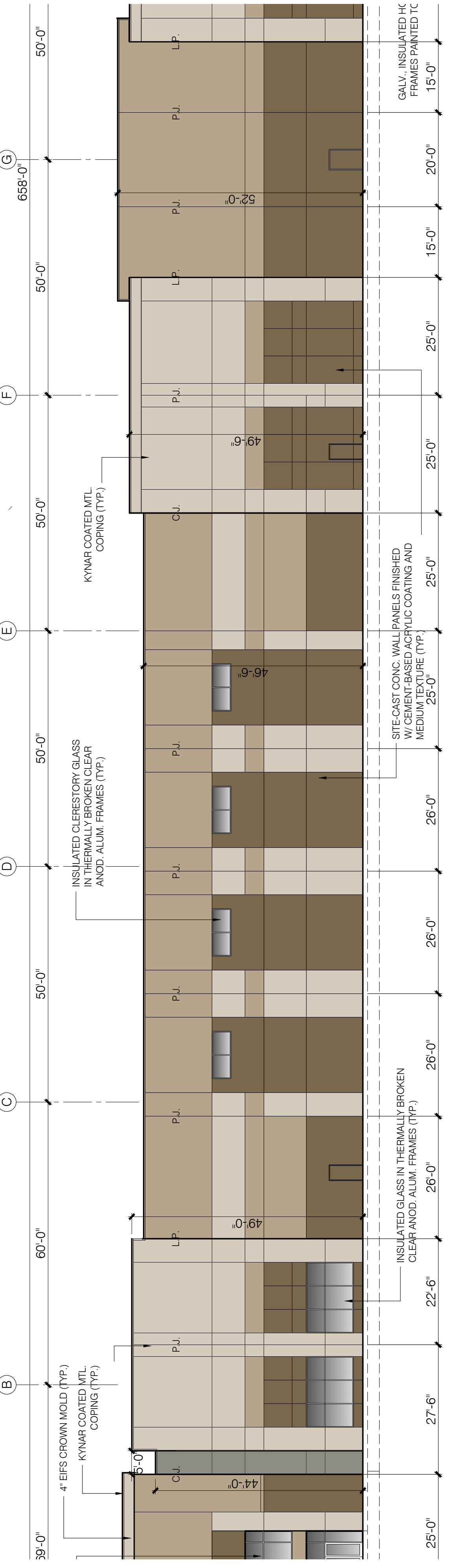
A4.02
BUILDING ELEVATIONS

- COLOR COATING LEGEND**
- ALL CORNER JOISTS TO MATCH ADJACENT PANEL FINISH (U.N.O.)
 - ALL GUTTER, CONDUCTOR HEADS, AND DOWNSPOUTS TO MATCH DREKEL METALS COLORS AND REVEALS TO WRAP EXTERIOR EDGES OF LAP PANELS (U.N.O.)

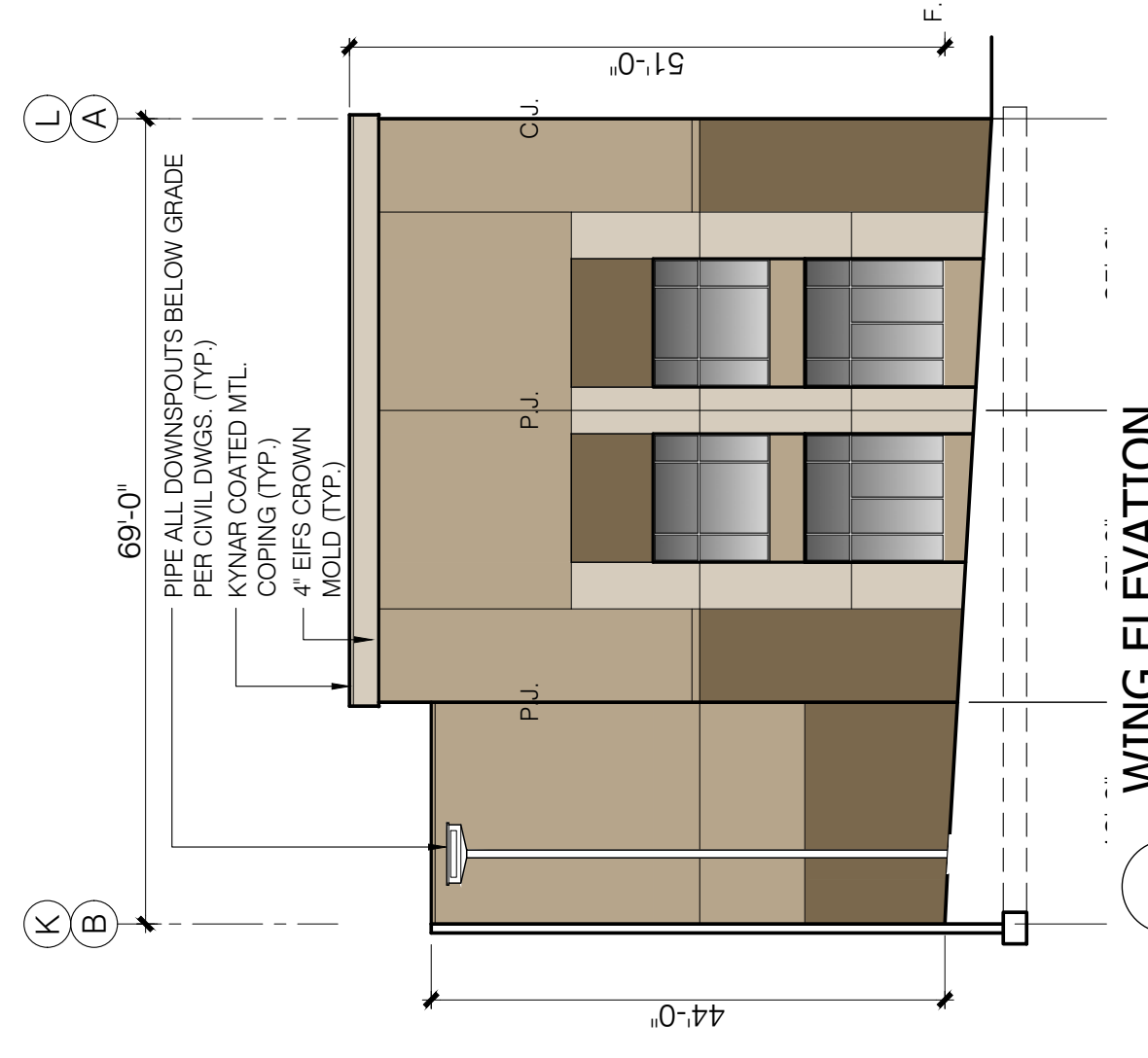
- SHERWIN WILLIAMS SW7457 PORPOISE
- SHERWIN WILLIAMS SW7032 WARM STONE
- SHERWIN WILLIAMS MATCH DREKEL METALS 'SUNREY' BEIGE
- SHERWIN WILLIAMS SW7457 NATURAL TAN



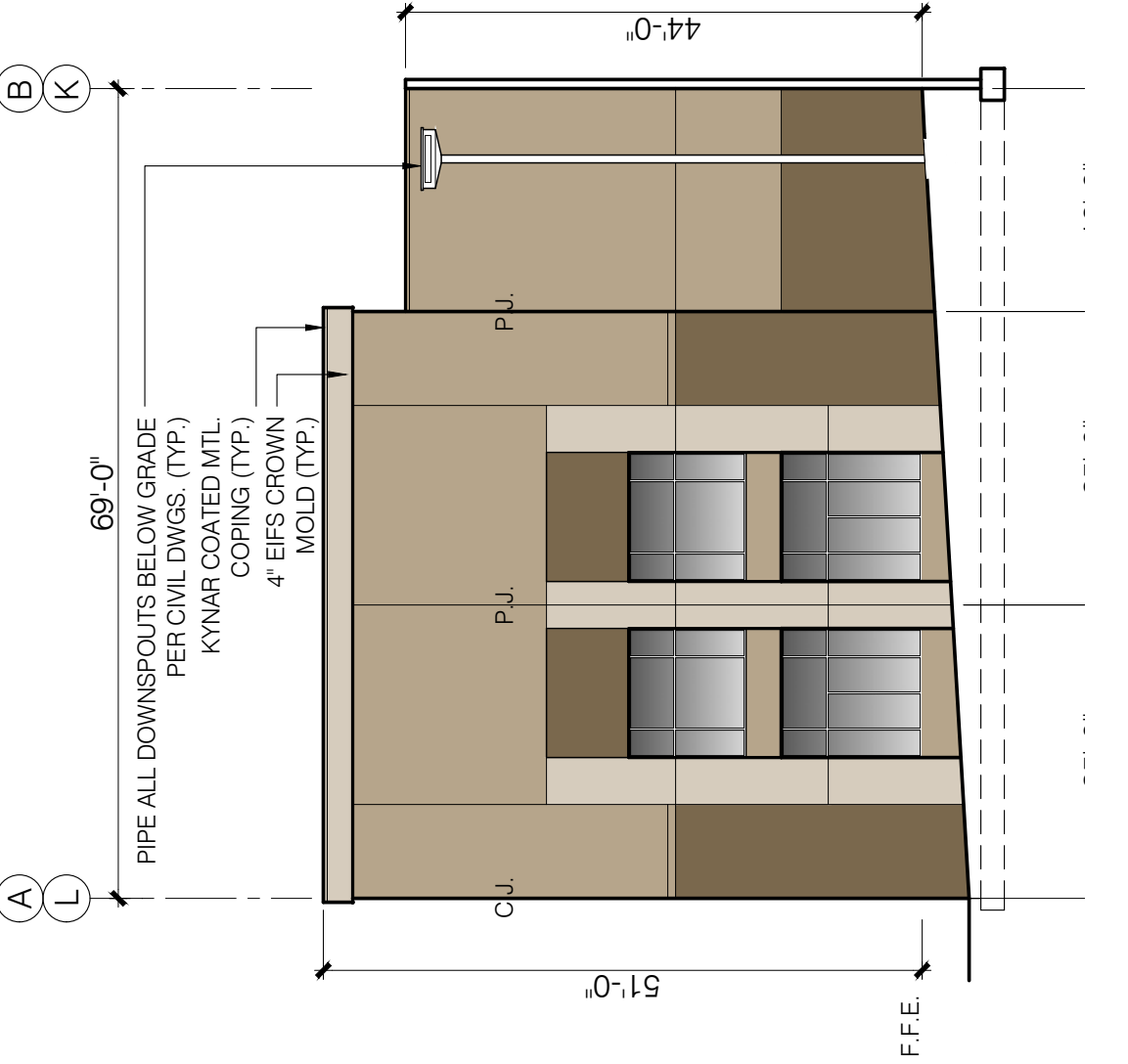
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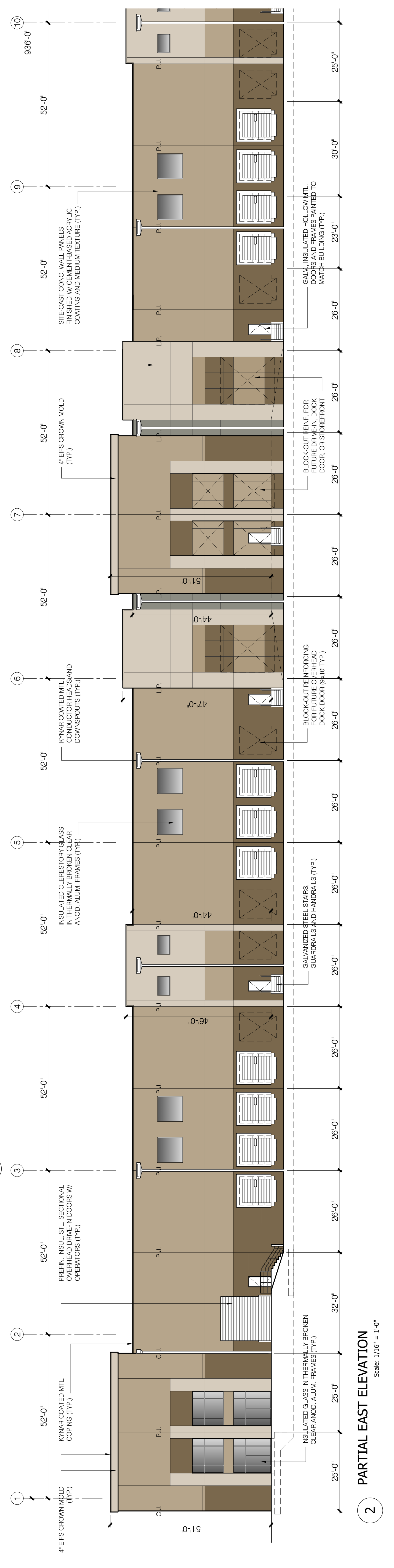
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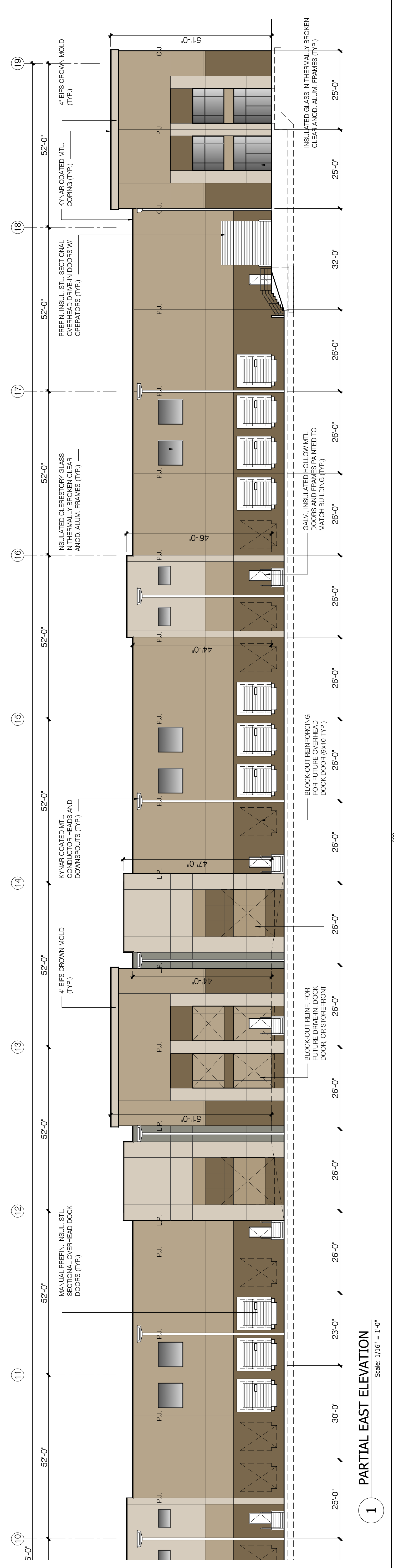
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Scale: 1/16" = 1'-0"



5 WING ELEVATION
Scale: 1/16" = 1'-0"



2 PARTIAL EAST ELEVATION
Scale: 1/16" = 1'-0"



1 PARTIAL EAST ELEVATION
Scale: 1/16" = 1'-0"



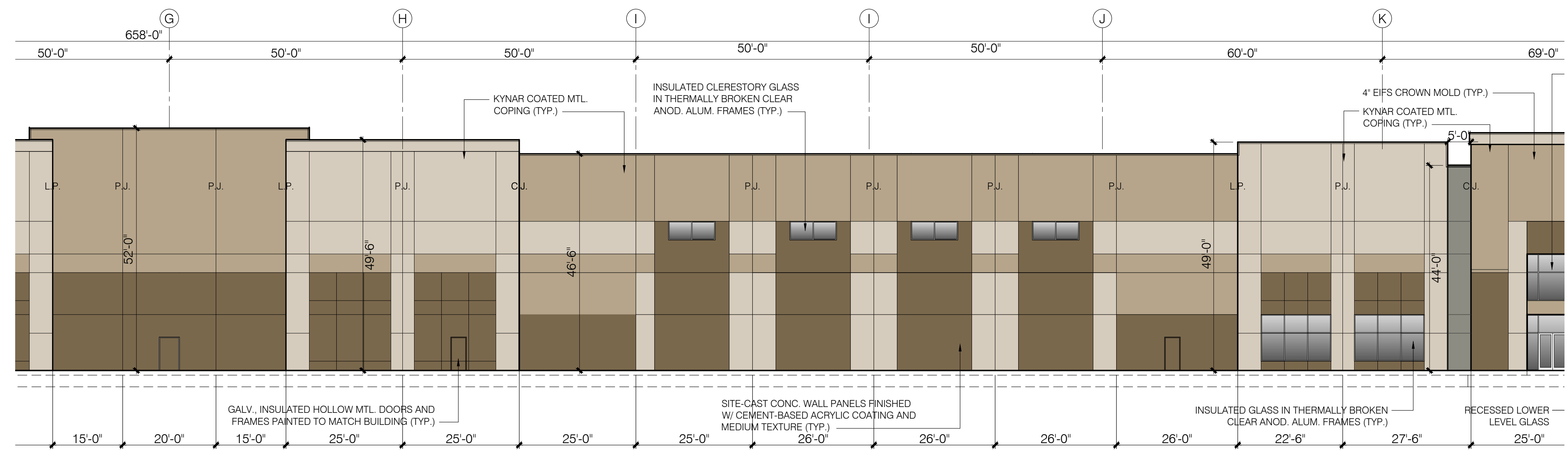
studioNorth
ARCHITECTURE

4825 NW 41st Street | Suite 500 | Riverside, MD 64150
816 | 888 | 7380
Nº Studio North, LLC
Missouri Certificate of Authorization No. A-2017040540

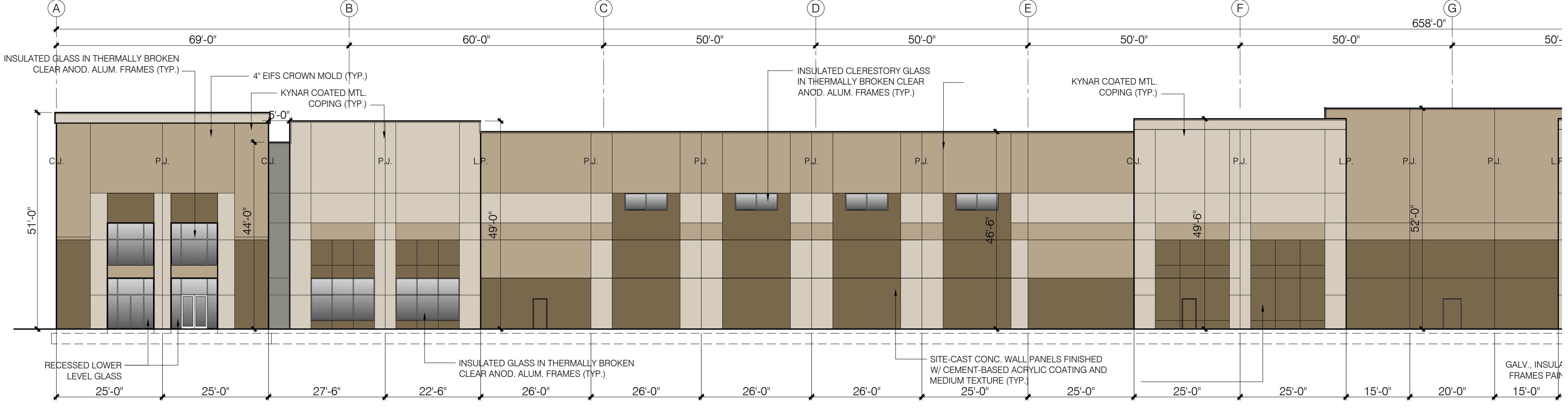
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LANDSCAPE	OLSSON ASSOCIATES
FOUNDATIONS	KRUDWIG STRUCTURAL ENGINEERS
STRUCTURAL	KRUDWIG STRUCTURAL ENGINEERS
PLUMBING	DESIGN-BUILD
MECHANICAL	DESIGN-BUILD
ELECTRICAL	DESIGN-BUILD
FIRE PROTECTION	DESIGN-BUILD
CONTRACTOR	BRINKMANN CONSTRUCTORS

COLOR COATING LEGEND

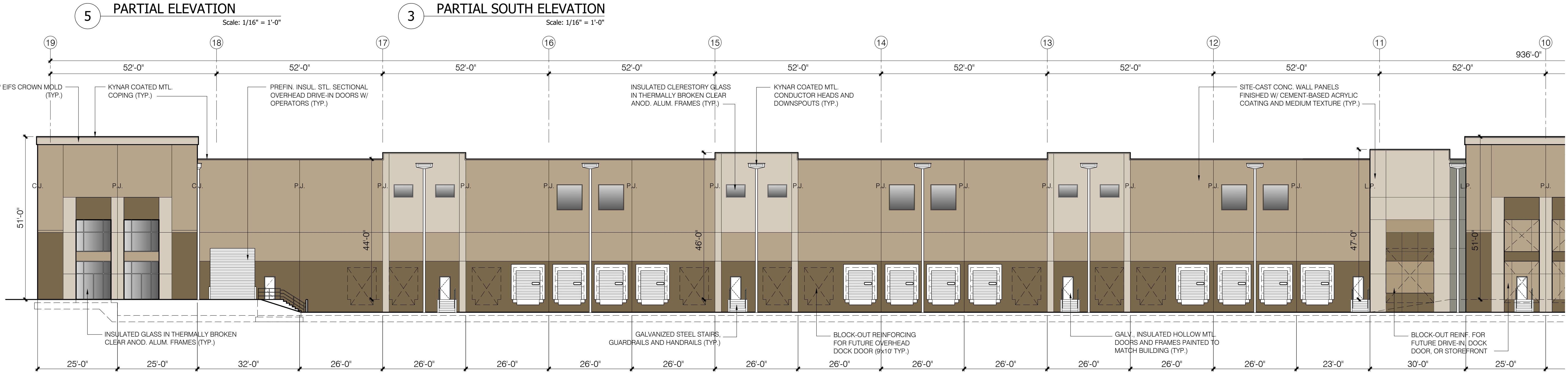
- ALL COPING COLORS TO MATCH ADJACENT PAINT FINISH (U.N.O.)
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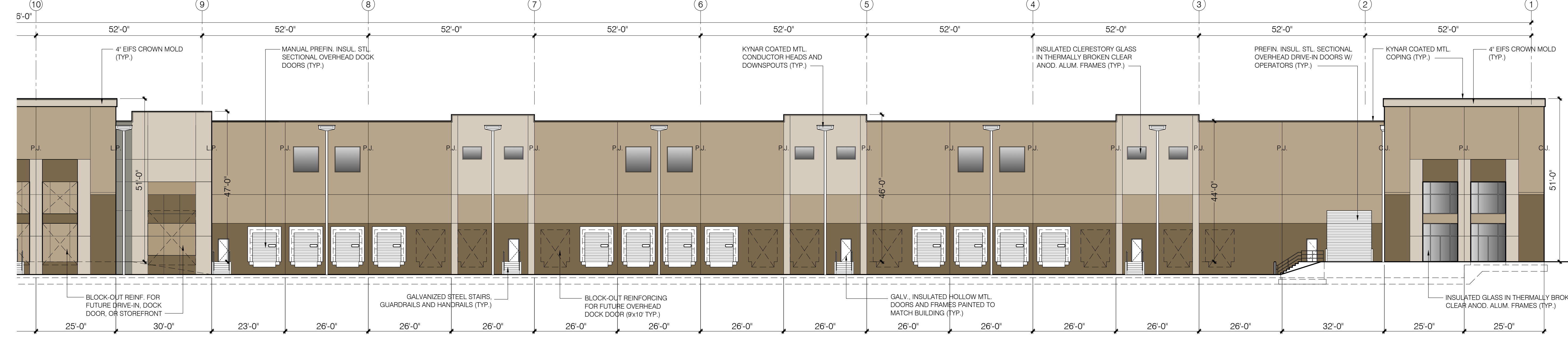
4 PARTIAL SOUTH ELEVATION
PARTIAL SOUTH ELEVATION



3 PARTIAL SOUTH ELEVATION
PARTIAL SOUTH ELEVATION



2 PARTIAL WEST ELEVATION
PARTIAL WEST ELEVATION



1 PARTIAL WEST ELEVATION
PARTIAL WEST ELEVATION



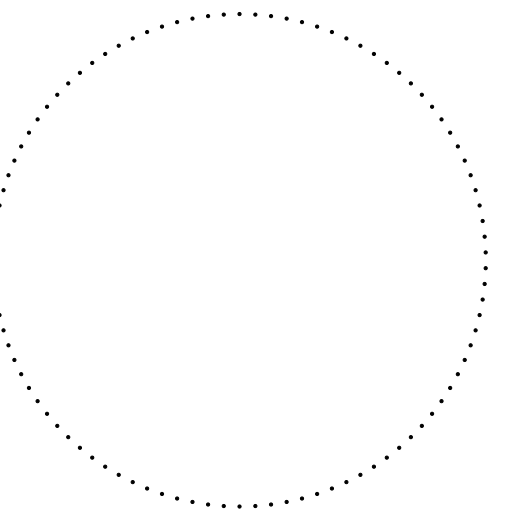
**Southview
Commerce Center
Building 4**

Interstate 49 & 162nd Street
Belton, MO 64012

Project No. XXXX
Date: 02.17.21
Issued For: Preliminary Planning Set

Revisions:

No.	Date	Description



A4.03
BUILDING ELEVATIONS







Building 4 Site

ArcGIS Web Map



3/11/2021, 4:34:24 PM

Aerial_MARC_2020_6in.tif

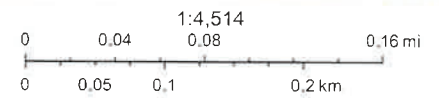
Green: Band_2

Streets

Red: Band_1

Blue: Band_3

Belton_Parcels



USDA FSA, GeoEye, 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,

ArcGIS Web AppBuilder

USDA FSA, 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, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA |

SECTION X

A

Minutes of the Belton City Council
March 9, 2021
City Hall Annex
520 Main Street, Belton, Missouri

Mayor Davis called the work session to order at 6:01 p.m.

Dr. Andrew Underwood, Superintendent of the Belton School District, presented the bond issues for the school district that will be on the April 6, 2021 ballot.

Lt. John Baker, Deputy Director of Emergency Management, recognized Mike Conner for 54 years of service in Belton Emergency Management.

The Council discussed the Budget & Water Rates. Councilmember Clark would like to take a portion of the overhead allocation and put it toward infrastructure improvements so as not to do a rate increase this year. Councilmember Davidson said they are looking at no grade increase for the City Clerk position and taking the General Fund fund balance percentage from 16.17% to 15% by transferring dollars to the Water Fund for waterline replacement. They still desire to provide annual pay increases for all employees on their anniversaries (step increase). There is also a possibility of postponing the water rate increase until June 2021 so we can see how much the cash carry over will be. Councilmember Davidson said these ideas are a one-time thing, not long term.

Councilmember Lathrop suggested an alternative of having each department reimburse the Water Fund for water used, and that money would go toward waterline replacement. Brian Welborn, Park Director, and Jay Kennedy, Golf Course Manager, spoke on the increase in fees they would need to realize to reimburse the city for water use.

Being no further business, Mayor Davis adjourned the work session at 6:57 p.m. and called the regular meeting to order.

Councilmember Savage led the Pledge of Allegiance to the Flag.

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

Staff present: Alexa Barton, City Manager; Padraic Corcoran, Attorney; and Shelby Bigby, Executive Assistant to the City Manager

CONSENT AGENDA

Councilmember Davidson asked the Council to please remove item F from the Consent Agenda to discuss under separate action.

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

- **approving the minutes of the February 23, 2021, City Council Meeting.**

- **approving the February 2021 Municipal Division Summary Report for Municipal Court.**
- **approving an annual contract between the Belton Police Department and Dice Communications for hardware maintenance of the phone system.**
- **approving an annual contract between the Belton Police Department and Kenton Brothers for a maintenance agreement for the building security system.**
- **approving Resolution R2021-14: A resolution reappointing Sarah Brooks, Jane Hull, and Caroline Allen and appointing Scott Lyons to serve on the Public Safety Sales Tax Oversight Committee.**

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

F. Shelby Bigby, Executive Assistant to the City Manager, read Resolution R2021-15: **A resolution approving actions of the City Manager to engage Breit Construction, LLC for emergency stormwater repairs located at crossings on Apple Valley Parkway in Apple Valley subdivision and ratifying Task Agreement No. 2021-1 in the amount of \$245,000.00.** Presented by Councilmember Clark, seconded by Councilmember Lathrop. Councilmember Davidson asked about the stormwater repairs. Greg Rokos, Public Works Director, said this is a piece of the bigger project. There will be task agreements coming. Vote on the resolution was recorded with all voting in favor. Resolution passed.

MOTIONS

Mayor Davis read a motion to revise the FY2022 Proposed Budget to change the salary grade for the City Clerk position from Grade 69 to Grade 54. Presented by Councilmember Savage, seconded by Councilmember Finn. All voted in favor. Motion carried.

Mayor Davis read a motion to revise the FY2022 Proposed Budget to change the estimated end of fiscal year 2022 General Fund fund balance percentage from 16.17% to 15% by transferring dollars to the Water Fund for waterline replacement. Presented by Councilmember Clark, seconded by Councilmember Savage. All voted in favor. Motion carried.

Mayor Davis read a motion to revise the FY2022 Proposed Budget to increase expenditures in each department to budget amounts necessary to reimburse the Water Fund for water used by each city department and appropriate those dollars for waterline replacement. No one presented this motion. Therefore, this motion failed.

REGULAR AGENDA

Ms. Bigby gave the final reading of Bill No. 2021-06, as amended: **An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2021 Adopted City Budget for the purpose of returning a portion of funds transferred by the water fund to the general fund for reimbursement of administrative costs.**

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

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

Absent: 0

Bill No. 2021-06 was declared passed and in full force and effect as **Ordinance No. 2021-4611**, subject to Mayoral veto.

Ms. Bigby gave the final reading of Bill No. 2021-07: **An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2021 Adopted City Budget for the purpose of appropriating storm water bond proceeds to replace water lines in conflict with the storm sewer for the Hargis Lake Storm Water Improvements Project.**

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

Ayes: 5 Savage, Davidson, Finn, Lathrop, Clark

Noes: 4 Peek, VanWinkle, Trutzel, Mayor Davis

Absent: 0

Bill No. 2021-07 was declared passed and in full force and effect as **Ordinance No. 2021-4613**, subject to Mayoral veto.

Ms. Bigby read Bill No. 2021-08: **An ordinance amending Sections: 42-36, rates inside the City; 42-38, water rates for approved water districts or local governments; 42-39, rates for water consumed outside city; 42-296, sewer system user rates; of the Unified Development Code of the City of Belton, Missouri.**

Presented by Councilmember Savage, seconded by Councilmember VanWinkle. After discussion, Councilmember Clark made a motion to postpone the first reading of Bill 2021-08 until May 11, 2021, when we'll know the cash carry over amount. Councilmember VanWinkle seconded. Vote on the postponement was recorded with all voting in favor. Motion carried.

Ms. Bigby read Bill No. 2021-11: **An ordinance approving the proposed Fiscal Year 2022 City Budget, as revised, and appropriating funds from the revenues of the City.**

Presented by Councilmember Clark, seconded by Councilmember Finn. Padraic Corcoran, City Attorney, said this ordinance is different than the ordinance presented at the last meeting. It has been revised according to the motions made tonight. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Bigby read Bill No. 2021-12: **An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2021 Adopted City Budget for the purpose of increasing the budget for the Public Works trucks purchase and decreasing the budget for the Inspections Department.**

Presented by Councilmember Trutzel, seconded by Councilmember Lathrop. Mr. Rokos said public works has two cars. They need two trucks. Public works is giving the inspections department the cars and the money for new vehicles in the inspections department budget is being transferred to public works so they can buy trucks. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Bigby read Bill No. 2021-13: **An ordinance approving an amendment to the City's Zoning Map from R-1 Single Family Residential District to C-2 General Commercial District, for 1.90 acres of the parcel located on the South side of East North Avenue at Apple Valley Parkway, Belton, Cass County, Missouri.**

Presented by Councilmember Finn, seconded by Councilmember Trutzel. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Bigby read Bill No. 2021-14: **An ordinance terminating the Belton Town Centre Tax Increment Financing Redevelopment Project Area, as created by the Belton Town Centre Tax Increment Financing Plan, and dissolving the Belton Town Centre Tax Increment Financing Special Allocation Fund.**

Presented by Councilmember Clark, seconded by Councilmember Trutzel. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilmember Trutzel moved to hear the final reading.** Councilmember Clark seconded. Vote to hear the final reading was recorded with all voting in favor. Motion passed. The final reading was read. Presented by Councilmember Lathrop, seconded by Councilmember Trutzel. Vote on the final reading was recorded:

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

Noes: 0

Absent: 0

Bill No. 2021-14 was declared passed and in full force and effect as **Ordinance No. 2021-4612**, subject to Mayoral veto.

CITY COUNCIL LIAISON REPORTS

Councilmember Davidson gave a Park report.

- The Park Department is hiring
- March 27 is the annual stream clean up
- March 27 is the Easter egg hunt
- There is a spring craft show coming

MAYOR'S COMMUNICATIONS

The COVID numbers are coming down. Signups for the vaccine can be done through the county or federal websites.

The Mayor attended the Chamber of Commerce event today.

CITY MANAGER'S REPORT

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

March 23, 2021

April 13, 2021

April 27, 2021

The City recently purchased the house at 615 NE Second St. This completes a block the City now owns for future development.

The police and fire collective bargaining agreements proposed by the Council have been agreed to and the contracts will be coming to the meeting March 23.

We'll be adding a special meeting on March 30, 2021.

Alexa Barton, City Manager, welcomed Scott Lyons, new police chief.

COMMUNICATIONS FROM CITY COUNCIL

Councilmember Clark shared concerns about Hillcrest Elementary School traffic at the end of the school day. Chief Person said they have complaints about traffic backing up at all the elementary schools. They have worked with the schools on this.

Being no further business, Councilmember Lathrop moved to adjourn at 7:42 p.m. Councilmember Clark seconded. All voted in favor. Meeting adjourned.

Shelby Bigby, Executive Assistant to the
City Manager

Mayor Jeff Davis

SECTION X

B

R2021-16

A RESOLUTION TO APPROVE THE PURCHASE OF A 2021 TRANSIT-350 CARGO VAN TO CONVERT INTO THE EMERGENCY RESPONSE VEHICLE FROM MAX MOTORS OF HARRISONVILLE, MISSOURI, IN THE AMOUNT OF \$38,586.00.

WHEREAS, the current emergency response vehicle was received through military surplus in the late 90's. It was a post Desert Storm Vehicle; and

WHEREAS, three bids were obtained from Max Motors, Shawnee Mission Ford, and Olathe Ford with the lowest bid coming in at \$38,586.00; and

WHEREAS, the funds for the Emergency Response vehicle were approved in the FY2021 budget year for \$50,000.00, and paid via Public Safety Sales Tax; and

WHEREAS, the intended use for this vehicle will be the transportation of SRT members to incidents and training locations.

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

SECTION 1. That the City Council approve the purchase of the 2021 Transit 350 cargo from Max Motors of Harrisonville, Missouri for the amount of \$38,586.00.

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 Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ___ day of _____, 2021, and adopted at a regular meeting of the City Council held the ___ day of _____, 2021 by the following vote, to-wit:

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

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



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: March 23, 2021
 ASSIGNED STAFF: Scott Lyons
 DEPARTMENT: Police

Approvals

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

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

ISSUE/REQUEST: Approve the purchase of a 2021 Transit-350 Cargo Van which will be converted into the Emergency Response Vehicle.

PROPOSED CITY COUNCIL MOTION: To purchase a 2021 Transit-350 cargo van from Max Motors of Harrisonville, Missouri in the Amount of \$38,586.00

BACKGROUND: *(including location, programs/departments affected, and process issues)*

The current emergency response vehicle was received through military surplus in the late 90's. It is a post Desert Storm Vehicle. In the last several years when the SRT Team has use the vehicle for training in Iowa, the vehicle has broken down and towed from that location back to Belton and has needed to be replaced for some time.

Three bids for the vehicle were received.

Max Motors	\$38,586.00
Shawnee Mission Ford	42,300.00
Olathe Ford	40,495.00

IMPACT /ANALYSIS:

The funds for the Emergency Response vehicle were approved in the FY2021 budget year for \$50,000.00 out of Capital Outlay, which is paid for through the Public Safety Sales Tax. Lt. Hornbeck suggests the lowest bid of \$38,586.00 from Max Motors of Harrisonville, Missouri.

FINANCIAL IMPACT

Contractor:	Max Motors
Amount of Request/Contract:	\$38,586.00
Amount Budgeted:	\$50,000.00
Funding Source:	Public Safety Sales Tax - Vehicles
Additional Funds	\$
Funding Source	
Encumbered:	\$
Funds Remaining:	\$ 11,414.00

TIMELINE	Start: Now	Finish:
-----------------	------------	---------

OTHER INFORMATION/UNIQUE CHARACTERISTICS:

STAFF RECOMMENDATION: Approve

OTHER BOARDS & COMMISSIONS ASSIGNED:
 Date:
 Action:

- Memo - Lt. Shawn Hornbeck
- Quote - Max Motors
- Quote - Shawnee Mission Ford
- Quote - Olathe Ford



**Belton Police
Department**

Memo

To: Chief James Person ,Chief Scott Lyons
From: Lt. Shawn Hornbeck
Date: 03-03-2021
Re: Bids for 2021 Ford Transit-350 cargo van

I have obtained three bids in accordance to city policy for a 2021 Ford Transit-350 cargo van. The intended use for this vehicle will be the transportation of SRT members to incidents and training locations. The bids received are as follows: Shawnee Mission Ford was the highest at \$42,300. The second bid from Olathe Ford, by way of the MACPP, came in at \$40,975. The third bid from Max Motors was \$38,586.00 which was the lowest of the three bids.

This budgetary item was approved for the FY2021 budget year and it needs to be proposed to the city council as soon as possible as the budget year is almost over. My suggestion is to accept the bid from Max Motors in Harrisonville and get this on the agenda as soon as possible.

Lt. Shawn Hornbeck

BELTON POLICE DEPARTMENT
C/O LT SHAWN HORNBECK

BELTON POLICE PRICE:

**\$38,586.00 AFTER FORD
GPC DISCOUNT****

ETA 24 TO 26 WEEKS ARO

****PLEASE ADD \$182.00
FOR THE FOLLOWING
OPTIONAL COLORS:****

**KAPOOR RED
AVALANCHE GRAY
CARBONIZED
BLUE JEANS
AGATE BLACK
INGOT SILVER**

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115



**STEVE "GIBBER" GIBBS
MAX FORD HARRISONVILLE
COMMERCIAL SALES
785-760-3479 CELL
STEVE@GIBBSCOMMERCIALTRUCKS.COM**

Client Proposal

Prepared by:
STEVE GIBBS
Office: 785-760-3479
Quote ID: BPD2021
Date: 02/28/2021

[Signature] 2/28/21



Prepared by: STEVE GIBBS

02/28/2021

STEVE GIBBS | 2502 CANTRELL RD HARRISONVILLE MISSOURI | 64701

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115 | Quote ID: BPD2021

As Configured Vehicle

Code	Description	MSRP	Invoice
Base Vehicle			
S4X	Base Vehicle Price (S4X)	\$43,955.00	\$41,757.00
Packages			
101A	Order Code 101A <i>Includes:</i> - Transmission: 10-Spd Automatic w/OD & SelectShift Includes auxiliary transmission oil cooler. - GVWR: 10,360 lbs - Tires: 195/75R16C 107/105 R AS BSW - Wheels: 16" Heavy Duty Silver Steel Includes exposed lug nuts. The center ornament only comes on the front wheels, and not on the rear wheels. - Vinyl Front Bucket Seats - Radio: AM/FM Stereo Includes 4.0" multi-function display, Bluetooth, dual USB ports and 4 speakers (front).	N/C	N/C
Powertrain			
99G	Engine: 3.5L EcoBoost V6 <i>Includes auto start-stop technology.</i>	\$1,775.00	\$1,616.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift <i>Includes auxiliary transmission oil cooler.</i>	Included	Included
X7L	3.73 Limited-Slip Axle Ratio	\$325.00	\$296.00
STDGV	GVWR: 10,360 lbs	Included	Included
Wheels & Tires			
STDTR	Tires: 195/75R16C 107/105 R AS BSW	Included	Included
STDWL	Wheels: 16" Heavy Duty Silver Steel <i>Includes exposed lug nuts. The center ornament only comes on the front wheels, and not on the rear wheels.</i>	Included	Included
Seats & Seat Trim			
21P	Dark Palazzo Gray Vinyl Bucket Seats w/Armrests <i>Includes 2-way manual driver seat and 2-way manual passenger seat.</i>	\$45.00	\$41.00
V	Vinyl Front Bucket Seats	Included	Included



Prepared by: STEVE GIBBS

02/28/2021

STEVE GIBBS | 2502 CANTRELL RD HARRISONVILLE MISSOURI | 64701

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115 | Quote ID: BPD2021

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
Other Options			
PAINT	Monotone Paint Application	STD	STD
148WB	148" Wheelbase	STD	STD
60C	Cruise Control w/Adjustable Spd Limiting Device (ASLD)	\$325.00	\$296.00
<i>The ASLD feature is great for city driving; it allows the driver to set an upper speed limit for the vehicle. If the vehicle begins to approach the upper speed limit then audible and visual warning are given.</i>			
67E	Large Center Console	Included	Included
<i>Includes an integrated shifter, a dual cup holder and an additional storage area.</i>			
87E	Auxiliary Fuse Panel	Included	Included
<i>Includes high spec interface connector. Includes: - Dual AGM Batteries (70 Amp-hr Each) - Modified Vehicle Wiring System Includes modified vehicle connections for customized wiring harness provisions.</i>			
53K	Modified Vehicle Wiring System	Included	Included
<i>Includes modified vehicle connections for customized wiring harness provisions.</i>			
57G	Driver Controlled Front/Rear Aux A/C & Heater	\$860.00	\$782.00
<i>Heat is distributed from rear of front-passenger seat. A/C is distributed from the rear of van.</i>			
58U	Radio: AM/FM Stereo	Included	Included
<i>Includes 4.0" multi-function display, Bluetooth, dual USB ports and 4 speakers (front).</i>			
63E	Dual AGM Batteries (70 Amp-hr Each)	Included	Included
67C	Upfitter Package	\$610.00	\$555.00
<i>Includes high capacity upfitter switches. Includes: - Large Center Console Includes an integrated shifter, a dual cup holder and an additional storage area. - Auxiliary Fuse Panel Includes high spec interface connector. - Dual AGM Batteries (70 Amp-hr Each) - Modified Vehicle Wiring System Includes modified vehicle connections for customized wiring harness provisions.</i>			
86F	2 Additional Keys (4 Total)	\$75.00	\$69.00
<i>Includes key fobs.</i>			
65A	Blind Spot Information System (BLIS)	\$795.00	\$724.00



Prepared by: STEVE GIBBS

02/28/2021

STEVE GIBBS | 2502 CANTRELL RD HARRISONVILLE MISSOURI | 64701

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115 | Quote ID: BPD2021

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
	<i>Includes cross-traffic alert and trailer coverage. Includes: - Short-Arm Pwr-Folding Heated Pwr Adjusting Mirrors Includes turn signals. - Reverse Sensing System</i>		
43R	Reverse Sensing System	Included	Included
153	Front License Plate Bracket	N/C	N/C
	Standard in states requiring two license plates and optional in all other states.		

Emissions

425	50-State Emissions System	STD	STD
-----	---------------------------	-----	-----

Interior Color

VK_03	Dark Palazzo Gray	N/C	N/C
-------	-------------------	-----	-----

Exterior Color

YZ_01	Oxford White	N/C	N/C
-------	--------------	-----	-----

SUBTOTAL		\$48,765.00	\$46,136.00
Destination Charge		\$1,695.00	\$1,695.00
TOTAL		\$50,460.00	\$47,831.00

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115



Client Proposal

Prepared by:

Greg Lofton

Office: 913-963-4460

Email: gloft22@gmail.com

Date: 03/01/2021



Prepared by: Greg Lofton

03/01/2021

Shawnee Mission Ford | 11501 W. Shawnee Mission Pkwy Shawnee Kansas | 66203

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115

Re: Vehicle Proposal 03/01/2021

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Greg Lofton

Fleet/Commercial Sales Manager

913-963-4460

gloft22@gmail.com



Prepared by: Greg Lofton

03/01/2021

Shawnee Mission Ford | 11501 W. Shawnee Mission Pkwy Shawnee Kansas | 66203

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115

Table of Contents

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Prepared by: Greg Lofton

03/01/2021

Shawnee Mission Ford | 11501 W. Shawnee Mission Pkwy Shawnee Kansas | 66203

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115

As Configured Vehicle

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Powertrain			
99G	Engine: 3.5L EcoBoost V6 <i>Includes auto start-stop technology.</i>	\$1,775.00	\$1,616.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift <i>Includes auxiliary transmission oil cooler.</i>	Included	Included
X7L	3.73 Limited-Slip Axle Ratio	\$325.00	\$296.00
STDGV	GVWR: 10,360 lbs	Included	Included
Wheels & Tires			
STDTR	Tires: 195/75R16C 107/105 R AS BSW	Included	Included
STDWL	Wheels: 16" Heavy Duty Silver Steel <i>Includes exposed lug nuts. The center ornament only comes on the front wheels, and not on the rear wheels.</i>	Included	Included
Seats & Seat Trim			
21P	Dark Palazzo Gray Vinyl Bucket Seats w/Armrests <i>Includes 2-way manual driver seat and 2-way manual passenger seat.</i>	\$45.00	\$41.00
V	Vinyl Front Bucket Seats	Included	Included



Prepared by: Greg Lofton

03/01/2021

Shawnee Mission Ford | 11501 W. Shawnee Mission Pkwy Shawnee Kansas | 66203

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
Other Options			
PAINT	Monotone Paint Application	STD	STD
148WB	148" Wheelbase	STD	STD
60C	Cruise Control w/Adjustable Spd Limiting Device (ASLD)	\$325.00	\$296.00
<i>The ASLD feature is great for city driving; it allows the driver to set an upper speed limit for the vehicle. If the vehicle begins to approach the upper speed limit then audible and visual warning are given.</i>			
67E	Large Center Console	Included	Included
<i>Includes an integrated shifter, a dual cup holder and an additional storage area.</i>			
87E	Auxiliary Fuse Panel	Included	Included
<i>Includes high spec interface connector. Includes: - Dual AGM Batteries (70 Amp-hr Each) - Modified Vehicle Wiring System Includes modified vehicle connections for customized wiring harness provisions.</i>			
53K	Modified Vehicle Wiring System	Included	Included
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57G	Driver Controlled Front/Rear Aux A/C & Heater	\$860.00	\$782.00
<i>Heat is distributed from rear of front-passenger seat. A/C is distributed from the rear of van.</i>			
58U	Radio: AM/FM Stereo	Included	Included
<i>Includes 4.0" multi-function display, Bluetooth, dual USB ports and 4 speakers (front).</i>			
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<i>Includes high capacity upfitter switches. Includes: - Large Center Console Includes an integrated shifter, a dual cup holder and an additional storage area. - Auxiliary Fuse Panel Includes high spec interface connector. - Dual AGM Batteries (70 Amp-hr Each) - Modified Vehicle Wiring System Includes modified vehicle connections for customized wiring harness provisions.</i>			
86F	2 Additional Keys (4 Total)	\$75.00	\$69.00
<i>Includes key fobs.</i>			
65A	Blind Spot Information System (BLIS)	\$795.00	\$724.00



Prepared by: Greg Lofton
03/01/2021

Shawnee Mission Ford | 11501 W. Shawnee Mission Pkwy Shawnee Kansas | 66203

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
	<i>Includes cross-traffic alert and trailer coverage. Includes: - Short-Arm Pwr-Folding Heated Pwr Adjusting Mirrors Includes turn signals. - Reverse Sensing System</i>		
43R	Reverse Sensing System	Included	Included
153	Front License Plate Bracket	N/C	N/C
	Standard in states requiring two license plates and optional in all other states.		
C09	Priced DORA	N/C	N/C
Emissions			
425	50-State Emissions System	STD	STD
Interior Color			
VK_03	Dark Palazzo Gray	N/C	N/C
Exterior Color			
UM_01	Agate Black Metallic	\$200.00	\$182.00
SUBTOTAL		\$48,965.00	\$46,318.00
Destination Charge		\$1,695.00	\$1,695.00
TOTAL		\$50,660.00	\$48,013.00



Prepared by: Greg Lofton

03/01/2021

Shawnee Mission Ford | 11501 W. Shawnee Mission Pkwy Shawnee Kansas | 66203

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115

Selected Equip & Specs

Dimensions

- Exterior length: 263.9"
- Wheelbase: 148.0"
- Rear track: 65.7"
- Front legroom: 41.3"
- Front hiproom: 60.7"
- Cargo volume: 543.2cu.ft.
- Exterior height: 110.1"
- Front track: 68.5"
- Turning radius: 23.9'
- Front headroom: 56.6"
- Front shoulder room: 67.9"

Powertrain

- * **EcoBoost 310hp 3.5L DOHC 24 valve twin turbo V-6 engine with variable valve control, gasoline direct injection**
- * **Recommended fuel : premium unleaded**
- 10 speed automatic transmission with overdrive
- Limited slip differential
- Fuel Economy Highway: N/A
- * **Auto stop-start feature**
- ULEV II
- Rear-wheel drive
- Fuel Economy Cty: N/A
- Capless fuel filler

Suspension/Handling

- Front independent strut suspension with anti-roll bar
- Electric power-assist rack-pinion Steering
- LT195/75SR16 CBSW AS front and rear tires
- Rear rigid axle leaf spring suspension with regular shocks
- Front and rear 16 x 6 argent steel wheels
- Dual rear wheels

Body Exterior

- 3 doors
- * **Driver and passenger power remote heated, power folding door mirrors with turn signal indicator**
- Black door mirrors
- Clearcoat paint
- 1 rear tow hook(s)
- Sliding right rear passenger
- * **Turn signal indicator in mirrors**
- Black bumpers
- Front and rear 16 x 6 wheels

Convenience

- Manual air conditioning
- * **Cruise control with steering wheel controls**
- Power front windows
- Remote power door locks with 2 stage unlock and illuminated entry
- Manual telescopic steering wheel
- Emergency SOS
- * **Rear HVAC**
- * **Ford Co-Pilot360 - Adaptive Cruise Control with ASLD distance pacing**
- Driver 1-touch down
- Manual tilt steering wheel
- FordPass Connect 4G internet access
- Wireless phone connectivity



Prepared by: Greg Lofton
03/01/2021

Shawnee Mission Ford | 11501 W. Shawnee Mission Pkwy Shawnee Kansas | 66203

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115

Selected Equip & Specs (cont'd)

- 1 1st row LCD monitor
- * **Full floor console**
- * **Upfitter switches**
- Front cupholders
- Driver and passenger door bins

Seats and Trim

- Seating capacity of 2
- 4-way driver seat adjustment
- * **Driver and passenger armrests**
- Front bucket seats
- 4-way passenger seat adjustment
- Metal-look instrument panel insert

Entertainment Features

- AM/FM stereo radio
- External memory control
- 4 speakers
- Fixed antenna
- Auxiliary audio input
- Steering wheel mounted radio controls
- Streaming audio

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Fully automatic headlights
- Light tinted windows
- Tachometer
- Low tire pressure warning
- Trip odometer
- * **Ford Co-Pilot360 - BLIS (Blind Spot Information System) blind spot**
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Camera(s) - rear
- * **Reverse Sensing System parking sensors**
- Lane departure

Safety and Security

- 4-wheel ABS brakes
- 4-wheel disc brakes
- ABS and driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- Airbag supplemental restraint system occupancy sensor
- SecuriLock immobilizer
- * **Ford Co-Pilot360 - BLIS (Blind Spot Information System) blind spot**
- Brake assist with hill hold control
- Ford Co-Pilot360 w/Side Wind Stabilization Electronic stability control
- Dual front impact airbag supplemental restraint system with passenger cancel
- Safety Canopy System curtain 1st row overhead airbag supplemental restraint system
- Power remote door locks with 2 stage unlock and panic alarm
- Manually adjustable front head restraints
- Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB) Feature

Dimensions

General Weights



Prepared by: Greg Lofton
03/01/2021

Shawnee Mission Ford | 11501 W. Shawnee Mission Pkwy Shawnee Kansas | 66203

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115

Selected Equip & Specs (cont'd)

Curb	5,769 lbs.	GVWR	10,360 lbs.
Payload	4,530 lbs.		
<i>Front Weights</i>			
Front GAWR	4,630 lbs.		
<i>Rear Weights</i>			
Rear GAWR	7,275 lbs.		
<i>General Trailering</i>			
* Towing capacity	6500 lbs.	* GCWR	12600 lbs.
<i>Fuel Tank type</i>			
Capacity	25.1 gal.	Capless fuel filler	Yes
<i>Off Road</i>			
Load floor height	28 "		
<i>Interior cargo</i>			
Cargo volume	543.2 cu.ft.	Height	81.5 "
Length	172.2 "	Minimum width	45.4 "

Powertrain

Engine Type

* Brand	EcoBoost	Block material	Aluminum
Cylinders	V-6	Head material	Aluminum
Ignition	Spark	* Injection	Gasoline direct injection
Liters	3.5L	Orientation	Longitudinal
* Recommended fuel	Premium unleaded	Valves per cylinder	4
Valvetrain	DOHC	Variable valve control	Yes
* Forced induction	Twin turbo		

Engine Spec

Bore	3.64"	* Compression ratio	10.0:1
Displacement	213 cu.in.	Stroke	3.41"

Engine Power

* SAEJ1349 AUG2004 compliant	Yes	* Output	310 HP @ 5,000 RPM
* Torque	400 ft.-lb @ 2,500 RPM		

Alternator

Amps	250
------	-----

Battery

Amp hours	70	Run down protection	Yes
-----------	----	---------------------	-----



Prepared by: Greg Lofton
03/01/2021

Shawnee Mission Ford | 11501 W. Shawnee Mission Pkwy Shawnee Kansas | 66203

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115

Selected Equip & Specs (cont'd)

* Type **Dual**

Engine Extras

* Auto stop-start feature **Yes**

Transmission

Electronic control **Yes**

Overdrive **Yes**

Type **Automatic**

Lock-up **Yes**

Speed **10**

Transmission Gear Ratios

1st **4.689**

3rd **2.146**

5th **1.52**

7th **1**

9th **0.689**

Reverse Gear ratios **4.866**

2nd **2.985**

4th **1.769**

6th **1.275**

8th **0.854**

10th **0.636**

Transmission Extras

* Sequential shift control **Yes**

Oil cooler **Regular duty**

Drive Type

Type **Rear-wheel**

Drive Feature

Limited slip differential **Mechanical**

Traction control **ABS and driveline**

Drive Axle

* Ratio **3.73**

Exhaust

Material **Stainless steel**

System type **Single**

Emissions

CARB **ULEV II**

EPA **Tier 2 Bin 5**

Fuel Economy

Fuel type **Gasoline**

Fuel Economy (Alternate 1)

Fuel type **E85**

Driveability

Brakes

ABS **4-wheel**

Type **4-wheel disc**

ABS channels **4**

Vented discs **Front**



Prepared by: Greg Lofton

03/01/2021

Shawnee Mission Ford | 11501 W. Shawnee Mission Pkwy Shawnee Kansas | 66203

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115

Selected Equip & Specs (cont'd)

Brake Assistance

Brake assist Yes

Hill hold control Yes

Suspension Control

Ride Regular

Electronic stability control Stability control with anti-roll

Front Suspension

Independence Independent

Type Strut

Anti-roll bar Regular

Front Spring

Type Coil

Grade Regular

Front Shocks

Type Regular

Rear Suspension

Independence Rigid axle

Type Leaf

Rear Spring

Type Leaf

Grade Regular

Rear Shocks

Type HD

Steering

Activation Electric power-assist

Type Rack-pinion

Steering Specs

of wheels 2

Exterior

Front Wheels

Diameter 16"

Width 6.00"

Rear Wheels

Diameter 16"

Width 6.00"

Dual Yes

Spare Wheels

Wheel material Steel

Front and Rear Wheels

Appearance Argent

Material Steel

Covers Hub

Front Tires



Prepared by: Greg Lofton

03/01/2021

Shawnee Mission Ford | 11501 W. Shawnee Mission Pkwy Shawnee Kansas | 66203

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115

Selected Equip & Specs (cont'd)

Aspect	75	Diameter	16"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	195mm	LT load rating	C
RPM	733		
Rear Tires			
Aspect	75	Diameter	16"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	195mm	LT load rating	C
RPM	733		
Spare Tire			
Mount	Underbody w/crankdown	Type	Full-size
Wheels			
Front track	68.5"	Rear track	65.7"
Turning radius	23.9'	Wheelbase	148.0"
Body Features			
Front license plate bracket	Yes	Body material	Fully galvanized steel
Side impact beams	Yes	Rear tow hook(s)	1
Body Doors			
Door count	3	Right rear passenger	Sliding
Rear cargo	Split swing-out		
Exterior Dimensions			
Length	263.9"	Body height	110.1"
Front bumper to Front axle	40.3"	Side door opening height	63.0"
Side door opening width	51.2"	Rear door opening height	74.3"
Rear door opening width	61.7"	Rear door opening degree	180.0
Safety			
Airbags			
Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead	Safety Canopy System curtain 1st row
Passenger front-impact	Cancellable	Passenger side-impact	Seat mounted
Seatbelt			
Height adjustable	Front	Pre-tensioners	Front
Pre-tensioners (#)	2		
Security			



Prepared by: Greg Lofton

03/01/2021

Shawnee Mission Ford | 11501 W. Shawnee Mission Pkwy Shawnee Kansas | 66203

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115

Selected Equip & Specs (cont'd)

Immobilizer **SecuriLock**

Panic alarm **Yes**

Seating

Passenger Capacity

Capacity **2**

Front Seats

Split **Buckets**

Type **Bucket**

Driver Seat

Fore/aft **Manual**

Reclining **Manual**

Way direction control **4**

Passenger seat

Fore/aft **Manual**

Reclining **Manual**

Way direction control **4**

Front Head Restraint

Control **Manual**

Type **Adjustable**

Front Armrest

Driver **Yes**

*** Passenger** **Yes**

Front Seat Trim

Material **Vinyl**

Back material **Vinyl**

Convenience

AC And Heat Type

Air conditioning **Manual**

*** Rear HVAC** **Yes**

*** Underseat ducts** **Yes**

Audio System

Auxiliary audio input **Yes**

Radio grade **Regular**

Radio **AM/FM stereo**

External memory control **External memory control**

Seek-scan **Yes**

Audio Speakers

Speaker type **Regular**

Speakers **4**

Audio Controls

Steering wheel controls **Yes**

Streaming audio **Bluetooth yes**

Audio Antenna

Type **Fixed**



Prepared by: Greg Lofton

03/01/2021

Shawnee Mission Ford | 11501 W. Shawnee Mission Pkwy Shawnee Kansas | 66203

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115

Selected Equip & Specs (cont'd)

LCD Monitors

1st row 1

Primary monitor size (inches) 4

Cruise Control

* Cruise control **With steering wheel controls**

* Distance pacing **Ford Co-Pilot360 - Adaptive Cruise Control with ASLD**

Convenience Features

Driver foot rest Yes

Emergency SOS Integrated

* **Upfitter switches** Yes

12V DC power outlet 2

Wireless phone connectivity Bluetooth

Door Lock Activation

Type Power with 2 stage unlock

Integrated key/remote Yes

Remote Keyfob (all doors)

Auto locking Yes

Door Lock Type

Tailgate/rear door lock Included with power door locks

Instrumentation Type

Display Analog

Instrumentation Gauges

Tachometer Yes

Engine temperature Yes

Instrumentation Warnings

Oil pressure Yes

Battery Yes

Key Yes

Door ajar Yes

Service interval Yes

Low tire pressure Yes

Engine temperature Yes

Lights on Yes

Low fuel Yes

Rear cargo ajar Yes

Brake fluid Yes

Instrumentation Displays

Clock In-radio display

Camera(s) - rear Yes

Instrumentation Feature

Trip odometer Yes

Lane departure Warning

Forward collision Mitigation

* **Parking sensors** **Rear**

* **Blind spot** **Warning**

* **Rear collision** **Warning**

Steering Wheel Type

Material Urethane

Telescoping Manual

Tilting Manual



Prepared by: Greg Lofton

03/01/2021

Shawnee Mission Ford | 11501 W. Shawnee Mission Pkwy Shawnee Kansas | 66203

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115

Selected Equip & Specs (cont'd)

Front Side Windows

Window 1st row activation Power

Window Features

1-touch down Driver Tinted Light
Laminated glass Yes

Front Windshield

Wiper Variable intermittent

Interior

Headliner

Coverage Front Material Cloth

Floor Trim

Coverage Front Covering Vinyl/rubber

Trim Feature

Instrument panel insert Metal-look Gear shifter material Urethane

Lighting

Dome light type Fade Front reading Yes
Illuminated entry Yes Variable IP lighting Yes

Floor Console Storage

Storage Yes * Type Full

Storage

Driver door bin Yes Front Beverage holder(s) Yes
Glove box Locking Passenger door bin Yes
Instrument panel Bin

Cargo Space Feature

Light Yes

Legroom

Front 41.3"

Headroom

Front 56.6"

Hip Room

Front 60.7"

Shoulder Room

Front 67.9"



Prepared by: Greg Lofton

03/01/2021

Shawnee Mission Ford | 11501 W. Shawnee Mission Pkwy Shawnee Kansas | 66203

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115

Warranty

Standard Warranty

Basic

Distance	36,000 miles	Months	36 months
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Powertrain

Distance	60,000 miles	Months	60 months
----------	--------------	--------	-----------

Corrosion Perforation

Distance	Unlimited miles	Months	60 months
----------	-----------------	--------	-----------

Roadside Assistance

Distance	60,000 miles	Months	60 months
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Prepared by: Greg Lofton

03/01/2021

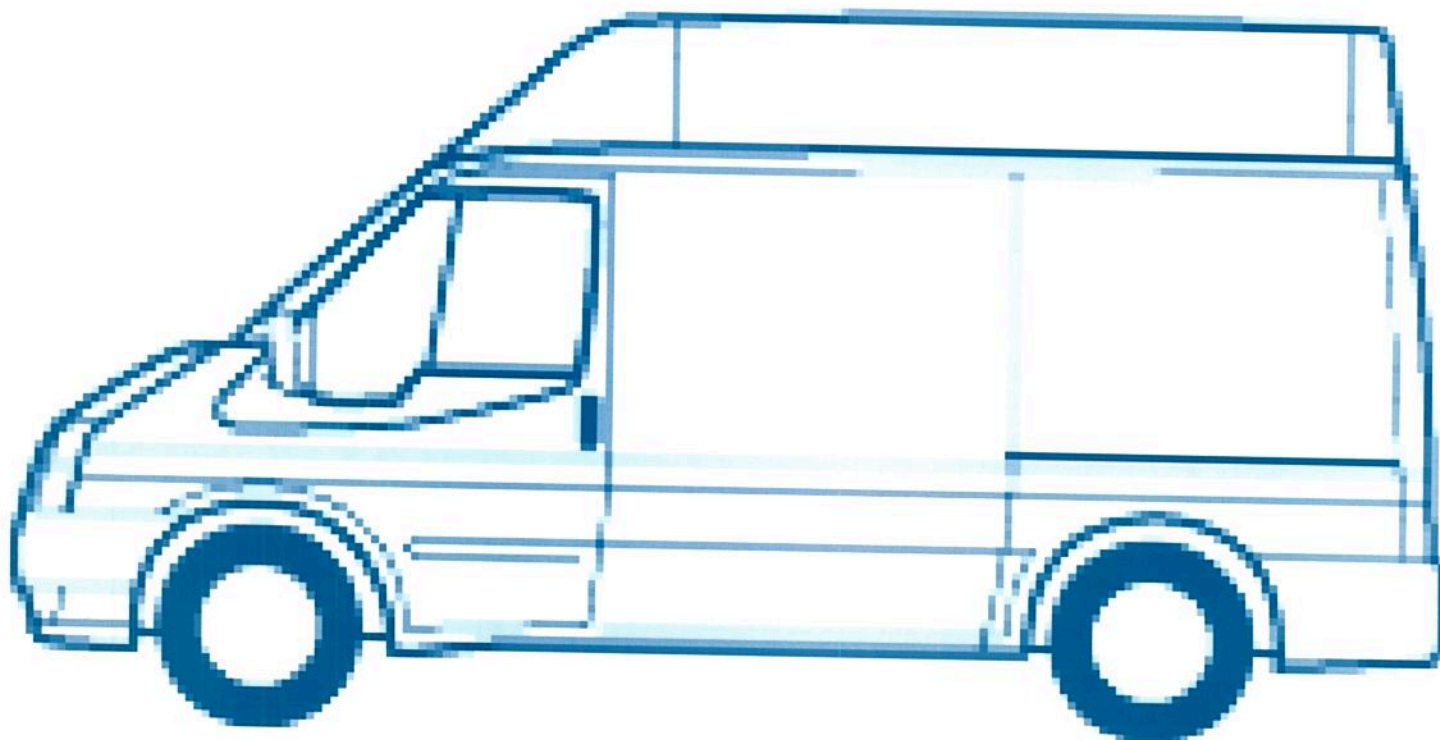
Shawnee Mission Ford | 11501 W. Shawnee Mission Pkwy Shawnee Kansas | 66203

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.





Prepared by: Greg Lofton

03/01/2021

Shawnee Mission Ford | 11501 W. Shawnee Mission Pkwy Shawnee Kansas | 66203

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115

Vehicle Dimension and Performance Summary (cont'd)

Light Duty

GVW

Totals

1 Payload - (Payload)	0 lbs
Occupants Weight	300 lbs
Curb Weight (as configured)	5,769 lbs
TOTAL	6,069 lbs

GVWR

10,360 lbs

GCW

Totals

Adjusted Truck GVW	6,069 lbs
Weight of trailer	0 lbs
Weight of trailer cargo	0 lbs
Total Weight of trailer	0 lbs
TOTAL	6,069 lbs

GCWR

12,600 lbs

Highway use only. Ford Motor Company recommends that a separate, functional brake system be used on any towed vehicle or trailer.



Prepared by: Greg Lofton
03/01/2021

Shawnee Mission Ford | 11501 W. Shawnee Mission Pkwy Shawnee Kansas | 66203

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115

Pricing Summary - Single Vehicle

	MSRP	INVOICE
<i>Vehicle Pricing</i>		
Base Vehicle Price	\$43,955.00	\$41,757.00
Options	\$4,810.00	\$4,379.00
Colors	\$200.00	\$182.00
Upfitting	\$0.00	\$0.00
Fleet Discount	\$0.00	\$0.00
Fuel Charge	\$0.00	\$56.97
Destination Charge	\$1,695.00	\$1,695.00
Total	\$50,660.00	\$48,069.97
Belton Police Department cost after Government Incentives Order to delivery 12-14 weeks	\$42,300	

Customer Signature

Acceptance Date

Prepared for: , City of Belton

Quote provided by Olathe Ford
MACPP Metro Bid price \$40,975

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)
Price Level: 115



Client Proposal

Prepared by:
Deborah Jones
Office: 913-782-0881
Quote ID: Beltons4x
Date: 01/27/2021

Prepared for:

City of Belton

Prepared by: Deborah Jones

01/27/2021



Olathe Ford | 1845 E Santa Fe Olathe Kansas | 660621695

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115 | Quote ID: Beltons4x

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
S4X	Base Vehicle Price (S4X)	\$43,955.00
Packages		
101A	Order Code 101A <i>Includes:</i> - Transmission: 10-Spd Automatic w/OD & SelectShift Includes auxiliary transmission oil cooler. - GVWR: 10,360 lbs - Tires: 195/75R16C 107/105 R AS BSW - Wheels: 16" Heavy Duty Silver Steel Includes exposed lug nuts. The center ornament only comes on the front wheels, and not on the rear wheels. - Vinyl Front Bucket Seats - Radio: AM/FM Stereo Includes 4.0" multi-function display, Bluetooth, dual USB ports and 4 speakers (front).	N/C
Powertrain		
99G	Engine: 3.5L EcoBoost V6 <i>Includes auto start-stop technology.</i>	\$1,775.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift <i>Includes auxiliary transmission oil cooler.</i>	Included
X7L	3.73 Limited-Slip Axle Ratio	\$325.00
STDGV	GVWR: 10,360 lbs	Included
Wheels & Tires		
STDTR	Tires: 195/75R16C 107/105 R AS BSW	Included
STDWL	Wheels: 16" Heavy Duty Silver Steel <i>Includes exposed lug nuts. The center ornament only comes on the front wheels, and not on the rear wheels.</i>	Included
Seats & Seat Trim		
21P	Dark Palazzo Gray Vinyl Bucket Seats w/Armrests <i>Includes 2-way manual driver seat and 2-way manual passenger seat.</i>	\$45.00
V	Vinyl Front Bucket Seats	Included
Other Options		

Prepared for:

City of Belton

Prepared by: Deborah Jones

01/27/2021



Olathe Ford | 1845 E Santa Fe Olathe Kansas | 660621695

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115 | Quote ID: Beltons4x

As Configured Vehicle (cont'd)

Code	Description	MSRP
PAINT	Monotone Paint Application	STD
148WB	148" Wheelbase	STD
60C	Cruise Control w/Adjustable Spd Limiting Device (ASLD) <i>The ASLD feature is great for city driving; it allows the driver to set an upper speed limit for the vehicle. If the vehicle begins to approach the upper speed limit then audible and visual warning are given.</i>	\$325.00
67E	Large Center Console <i>Includes an integrated shifter, a dual cup holder and an additional storage area.</i>	Included
87E	Auxiliary Fuse Panel <i>Includes high spec interface connector. Includes: - Dual AGM Batteries (70 Amp-hr Each) - Modified Vehicle Wiring System Includes modified vehicle connections for customized wiring harness provisions.</i>	Included
53K	Modified Vehicle Wiring System <i>Includes modified vehicle connections for customized wiring harness provisions.</i>	Included
57G	Driver Controlled Front/Rear Aux A/C & Heater <i>Heat is distributed from rear of front-passenger seat. A/C is distributed from the rear of van.</i>	\$860.00
58U	Radio: AM/FM Stereo <i>Includes 4.0" multi-function display, Bluetooth, dual USB ports and 4 speakers (front).</i>	Included
63E	Dual AGM Batteries (70 Amp-hr Each)	Included
67C	Upfitter Package <i>Includes high capacity upfitter switches. Includes: - Large Center Console Includes an integrated shifter, a dual cup holder and an additional storage area. - Auxiliary Fuse Panel Includes high spec interface connector. - Dual AGM Batteries (70 Amp-hr Each) - Modified Vehicle Wiring System Includes modified vehicle connections for customized wiring harness provisions.</i>	\$610.00
86F	2 Additional Keys (4 Total) <i>Includes key fobs.</i>	\$75.00
65A	Blind Spot Information System (BLIS) <i>Includes cross-traffic alert and trailer coverage. Includes: - Short-Arm Pwr-Folding Heated Pwr Adjusting Mirrors Includes turn signals. - Reverse Sensing System</i>	\$795.00
43R	Reverse Sensing System	Included

Prepared for:

City of Belton

Prepared by: Deborah Jones

01/27/2021



Olathe Ford | 1845 E Santa Fe Olathe Kansas | 660621695

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115 | Quote ID: Beltons4x

As Configured Vehicle (cont'd)

Code	Description	MSRP
Emissions		
425	50-State Emissions System	STD
Interior Colors		
VK_03	Dark Palazzo Gray	N/C
Primary Colors		
YZ_01	Oxford White	N/C
SUBTOTAL		\$48,765.00
Destination Charge		\$1,695.00
TOTAL		\$50,460.00

Prepared for:

City of Belton

Prepared by: Deborah Jones

01/27/2021



Olathe Ford | 1845 E Santa Fe Olathe Kansas | 660621695

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115 | Quote ID: Beltons4x

Selected Equip & Specs

Dimensions

- Exterior length: 263.9"
- Wheelbase: 148.0"
- Rear track: 65.7"
- Front legroom: 41.3"
- Front hiproom: 60.7"
- Cargo volume: 543.2cu.ft.
- Exterior height: 110.1"
- Front track: 68.5"
- Turning radius: 23.9'
- Front headroom: 56.6"
- Front shoulder room: 67.9"

Powertrain

- * **EcoBoost 310hp 3.5L DOHC 24 valve twin turbo V-6 engine with variable valve control, gasoline direct injection**
- * **Recommended fuel : premium unleaded**
- 10 speed automatic transmission with overdrive
- Limited slip differential
- Fuel Economy Highway: N/A
- * **Auto stop-start feature**
- ULEV II
- Rear-wheel drive
- Fuel Economy Cty: N/A
- Capless fuel filler

Suspension/Handling

- Front independent strut suspension with anti-roll bar
- Electric power-assist rack-pinion Steering
- LT195/75SR16 CBSW AS front and rear tires
- Rear rigid axle leaf spring suspension with regular shocks
- Front and rear 16 x 6 argent steel wheels
- Dual rear wheels

Body Exterior

- 3 doors
- * **Driver and passenger power remote heated, power folding door mirrors with turn signal indicator**
- Black door mirrors
- Clearcoat paint
- 1 rear tow hook(s)
- Sliding right rear passenger
- * **Turn signal indicator in mirrors**
- Black bumpers
- Front and rear 16 x 6 wheels

Convenience

- Manual air conditioning
- * **Cruise control with steering wheel controls**
- Power front windows
- Remote power door locks with 2 stage unlock and illuminated entry
- Manual telescopic steering wheel
- Emergency SOS
- * **Rear HVAC**
- * **Ford Co-Pilot360 - Adaptive Cruise Control with ASLD distance pacing**
- Driver 1-touch down
- Manual tilt steering wheel
- FordPass Connect 4G internet access
- Wireless phone connectivity

Prepared for:

City of Belton

Prepared by: Deborah Jones

01/27/2021



Olathe Ford | 1845 E Santa Fe Olathe Kansas | 660621695

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115 | Quote ID: Beltons4x

Selected Equip & Specs (cont'd)

- 1 1st row LCD monitor
- * **Full floor console**
- * **Upfitter switches**
- Front cupholders
- Driver and passenger door bins

Seats and Trim

- Seating capacity of 2
- 4-way driver seat adjustment
- * **Driver and passenger armrests**
- Front bucket seats
- 4-way passenger seat adjustment
- Metal-look instrument panel insert

Entertainment Features

- AM/FM stereo radio
- External memory control
- 4 speakers
- Fixed antenna
- Auxiliary audio input
- Steering wheel mounted radio controls
- Streaming audio

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Fully automatic headlights
- Light tinted windows
- Tachometer
- Low tire pressure warning
- Trip odometer
- * **Ford Co-Pilot360 - BLIS (Blind Spot Information System) blind spot**
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Camera(s) - rear
- * **Reverse Sensing System parking sensors**
- Lane departure

Safety and Security

- 4-wheel ABS brakes
- 4-wheel disc brakes
- ABS and driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- Airbag supplemental restraint system occupancy sensor
- SecuriLock immobilizer
- * **Ford Co-Pilot360 - BLIS (Blind Spot Information System) blind spot**
- Brake assist with hill hold control
- Ford Co-Pilot360 w/Side Wind Stabilization Electronic stability control
- Dual front impact airbag supplemental restraint system with passenger cancel
- Safety Canopy System curtain 1st row overhead airbag supplemental restraint system
- Power remote door locks with 2 stage unlock and panic alarm
- Manually adjustable front head restraints
- Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB) Feature

Dimensions

General Weights

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City of Belton

Prepared by: Deborah Jones

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Olathe Ford | 1845 E Santa Fe Olathe Kansas | 660621695

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115 | Quote ID: Beltons4x

Selected Equip & Specs (cont'd)

Curb 5,769 lbs.

Payload 4,530 lbs.

GVWR 10,360 lbs.

Front Weights

Front GAWR 4,630 lbs.

Rear Weights

Rear GAWR 7,275 lbs.

General Trailering

* Towing capacity 6500 lbs.

* GCWR 12600 lbs.

Fuel Tank type

Capacity 25.1 gal.

Capless fuel filler Yes

Off Road

Load floor height 28 "

Interior cargo

Cargo volume 543.2 cu.ft.

Length 172.2 "

Height 81.5 "

Minimum width 45.4 "

Powertrain*Engine Type*

* Brand EcoBoost

Cylinders V-6

Ignition Spark

Liters 3.5L

* Recommended fuel Premium unleaded

Valvetrain DOHC

* Forced induction Twin turbo

Block material Aluminum

Head material Aluminum

* Injection Gasoline direct injection

Orientation Longitudinal

Valves per cylinder 4

Variable valve control Yes

Engine Spec

Bore 3.64"

* Compression ratio 10.0:1

Displacement 213 cu.in.

Stroke 3.41"

Engine Power

* SAEJ1349 AUG2004 compliant Yes

* Torque 400 ft.-lb @ 2,500 RPM

* Output 310 HP @ 5,000 RPM

Alternator

Amps 250

Battery

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Olathe Ford | 1845 E Santa Fe Olathe Kansas | 660621695

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115 | Quote ID: Beltons4x

Selected Equip & Specs (cont'd)

Amp hours	70	Run down protection	Yes
* Type	Dual		
<i>Engine Extras</i>			
* Auto stop-start feature	Yes		
<i>Transmission</i>			
Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		
<i>Transmission Gear Ratios</i>			
1st	4.689	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.636
Reverse Gear ratios	4.866		
<i>Transmission Extras</i>			
Sequential shift control	SelectShift	Oil cooler	Regular duty
<i>Drive Type</i>			
Type	Rear-wheel		
<i>Drive Feature</i>			
Limited slip differential	Mechanical	Traction control	ABS and driveline
<i>Drive Axle</i>			
* Ratio	3.73		
<i>Exhaust</i>			
Material	Stainless steel	System type	Single
<i>Emissions</i>			
CARB	ULEV II	EPA	Tier 2 Bin 5
<i>Fuel Economy</i>			
Fuel type	Gasoline		
<i>Fuel Economy (Alternate 1)</i>			
Fuel type	E85		

Driveability*Brakes*

ABS	4-wheel	ABS channels	4
-----	---------	--------------	---

Prepared for:

City of Belton
Prepared by: Deborah Jones
01/27/2021



Olathe Ford | 1845 E Santa Fe Olathe Kansas | 660621695

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115 | Quote ID: Beltons4x

Selected Equip & Specs (cont'd)

Type	4-wheel disc	Vented discs	Front
<i>Brake Assistance</i>			
Brake assist	Yes	Hill hold control	Yes
<i>Suspension Control</i>			
Ride	Regular	Electronic stability control	Stability control with anti-roll
<i>Front Suspension</i>			
Independence	Independent	Type	Strut
Anti-roll bar	Regular		
<i>Front Spring</i>			
Type	Coil	Grade	Regular
<i>Front Shocks</i>			
Type	Regular		
<i>Rear Suspension</i>			
Independence	Rigid axle	Type	Leaf
<i>Rear Spring</i>			
Type	Leaf	Grade	Regular
<i>Rear Shocks</i>			
Type	HD		
<i>Steering</i>			
Activation	Electric power-assist	Type	Rack-pinion
<i>Steering Specs</i>			
# of wheels	2		

Exterior

<i>Front Wheels</i>			
Diameter	16"	Width	6.00"
<i>Rear Wheels</i>			
Diameter	16"	Width	6.00"
Dual	Yes		
<i>Spare Wheels</i>			
Wheel material	Steel		
<i>Front and Rear Wheels</i>			
Appearance	Argent	Material	Steel
Covers	Hub		

Prepared for:

City of Belton

Prepared by: Deborah Jones

01/27/2021



Olathe Ford | 1845 E Santa Fe Olathe Kansas | 660621695

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115 | Quote ID: Beltons4x

Selected Equip & Specs (cont'd)*Front Tires*

Aspect	75	Diameter	16"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	195mm	LT load rating	C
RPM	733		

Rear Tires

Aspect	75	Diameter	16"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	195mm	LT load rating	C
RPM	733		

Spare Tire

Mount	Underbody w/crankdown	Type	Full-size
-------	-----------------------	------	-----------

Wheels

Front track	68.5"	Rear track	65.7"
Turning radius	23.9'	Wheelbase	148.0"

Body Features

Front license plate bracket	Yes	Body material	Fully galvanized steel
Side impact beams	Yes	Rear tow hook(s)	1

Body Doors

Door count	3	Right rear passenger	Sliding
Rear cargo	Split swing-out		

Exterior Dimensions

Length	263.9"	Body height	110.1"
Front bumper to Front axle	40.3"	Side door opening height	63.0"
Side door opening width	51.2"	Rear door opening height	74.3"
Rear door opening width	61.7"	Rear door opening degree	180.0

Safety*Airbags*

Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead	Safety Canopy System curtain 1st row
Passenger front-impact	Cancellable	Passenger side-impact	Seat mounted

Seatbelt

Height adjustable	Front	Pre-tensioners	Front
Pre-tensioners (#)	2		

Prepared for:

City of Belton

Prepared by: Deborah Jones

01/27/2021



Olathe Ford | 1845 E Santa Fe Olathe Kansas | 660621695

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115 | Quote ID: Beltons4x

Selected Equip & Specs (cont'd)*Security*

Immobilizer	SecuriLock	Panic alarm	Yes
-------------	------------	-------------	-----

Seating*Passenger Capacity*

Capacity	2
----------	---

Front Seats

Split	Buckets	Type	Bucket
-------	---------	------	--------

Driver Seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Passenger seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Front Head Restraint

Control	Manual	Type	Adjustable
---------	--------	------	------------

Front Armrest

Driver	Yes	* Passenger	Yes
--------	-----	-------------	-----

Front Seat Trim

Material	Vinyl	Back material	Vinyl
----------	-------	---------------	-------

Convenience*AC And Heat Type*

Air conditioning	Manual	* Rear HVAC	Yes
* Underseat ducts	Yes		

Audio System

Auxiliary audio input	Yes	Radio	AM/FM stereo
Radio grade	Regular	Seek-scan	Yes
External memory control	External memory control		

Audio Speakers

Speaker type	Regular	Speakers	4
--------------	---------	----------	---

Audio Controls

Steering wheel controls	Yes	Streaming audio	Bluetooth yes
-------------------------	-----	-----------------	---------------

Audio Antenna

Prepared for:

City of Belton

Prepared by: Deborah Jones

01/27/2021



Olathe Ford | 1845 E Santa Fe Olathe Kansas | 660621695

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115 | Quote ID: Beltons4x

Selected Equip & Specs (cont'd)

Type	Fixed		
<i>LCD Monitors</i>			
1st row	1	Primary monitor size (inches)	4
<i>Cruise Control</i>			
* Cruise control With steering wheel controls		* Distance pacing Ford Co-Pilot360 - Adaptive Cruise Control with ASLD	
<i>Convenience Features</i>			
Driver foot rest	Yes	12V DC power outlet	2
Emergency SOS	Integrated	Wireless phone connectivity	Bluetooth
* Upfitter switches	Yes		
<i>Door Lock Activation</i>			
Type	Power with 2 stage unlock	Remote	Keyfob (all doors)
Integrated key/remote	Yes	Auto locking	Yes
<i>Door Lock Type</i>			
Tailgate/rear door lock	Included with power door locks		
<i>Instrumentation Type</i>			
Display	Analog		
<i>Instrumentation Gauges</i>			
Tachometer	Yes	Engine temperature	Yes
<i>Instrumentation Warnings</i>			
Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Rear cargo ajar	Yes
Service interval	Yes	Brake fluid	Yes
Low tire pressure	Yes		
<i>Instrumentation Displays</i>			
Clock	In-radio display	Camera(s) - rear	Yes
<i>Instrumentation Feature</i>			
Trip odometer	Yes	* Parking sensors	Rear
Lane departure	Warning	* Blind spot	Warning
Forward collision	Mitigation	* Rear collision	Warning
<i>Steering Wheel Type</i>			
Material	Urethane	Tilting	Manual
Telescoping	Manual		

Prepared for:

City of Belton

Prepared by: Deborah Jones

01/27/2021



Olathe Ford | 1845 E Santa Fe Olathe Kansas | 660621695

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115 | Quote ID: Beltons4x

Selected Equip & Specs (cont'd)

Front Side Windows

Window 1st row activation Power

Window Features

1-touch down Driver Tinted Light
Laminated glass Yes

Front Windshield

Wiper Variable intermittent

Interior

Headliner

Coverage Front Material Cloth

Floor Trim

Coverage Front Covering Vinyl/rubber

Trim Feature

Instrument panel insert Metal-look Gear shifter material Urethane

Lighting

Dome light type Fade Front reading Yes
Illuminated entry Yes Variable IP lighting Yes

Floor Console Storage

Storage Yes *Type Full

Storage

Driver door bin Yes Front Beverage holder(s) Yes
Glove box Locking Passenger door bin Yes
Instrument panel Bin

Cargo Space Feature

Light Yes

Legroom

Front 41.3"

Headroom

Front 56.6"

Hip Room

Front 60.7"

Shoulder Room

Front 67.9"

Prepared for:

City of Belton

Prepared by: Deborah Jones

01/27/2021



Olathe Ford | 1845 E Santa Fe Olathe Kansas | 660621695

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115 | Quote ID: Beltons4x

Warranty

Standard Warranty

Basic

Distance 36,000 miles Months 36 months

Powertrain

Distance 60,000 miles Months 60 months

Corrosion Perforation

Distance Unlimited miles Months 60 months

Roadside Assistance

Distance 60,000 miles Months 60 months

Prepared for:

City of Belton

Prepared by: Deborah Jones

01/27/2021



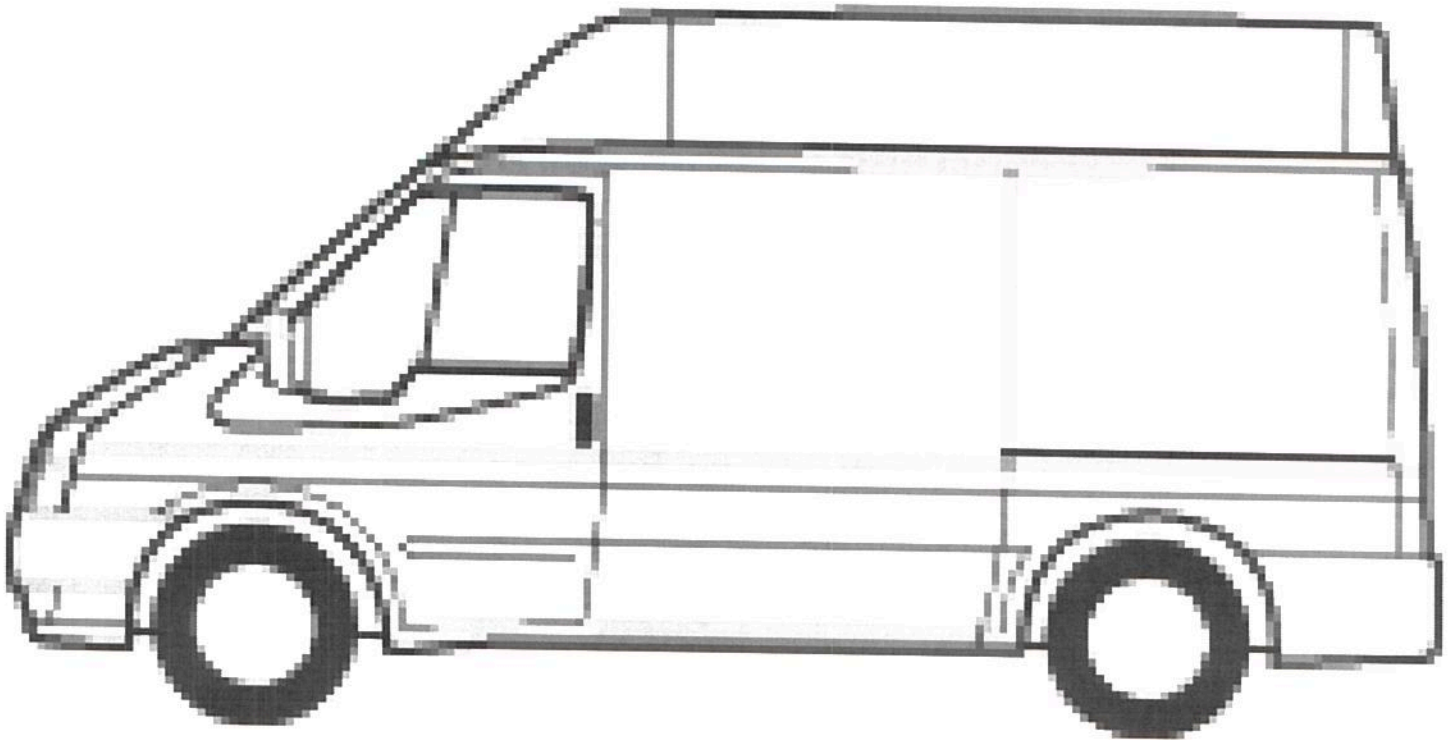
Olathe Ford | 1845 E Santa Fe Olathe Kansas | 660621695

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115 | Quote ID: Beltons4x

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Prepared for:

City of Belton

Prepared by: Deborah Jones

01/27/2021



Olathe Ford | 1845 E Santa Fe Olathe Kansas | 660621695

2021 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (S4X)

Price Level: 115 | Quote ID: Beltons4x

Vehicle Dimension and Performance Summary (cont'd)

Light Duty

GVW	Totals
1 Payload - (Payload)	0 lbs
Occupants Weight	300 lbs
Curb Weight (as configured)	5,769 lbs
TOTAL	6,069 lbs
GVWR	10,360 lbs

GCW	Totals
Adjusted Truck GVW	6,069 lbs
Weight of trailer	0 lbs
Weight of trailer cargo	0 lbs
Total Weight of trailer	0 lbs
TOTAL	6,069 lbs
GCWR	12,600 lbs

Highway use only. Ford Motor Company recommends that a separate, functional brake system be used on any towed vehicle or trailer.

SECTION X

C

R2021- 17

A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BELTON AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #42.

WHEREAS, on June 13, 2017 under Resolution 2017-21, the City Council approved the Collective Bargaining Agreement between the City of Belton, Missouri and Local 42 - International Association of Firefighters (hereafter referred to as “IAFF”); and

WHEREAS, the City and the IAFF have since operated under a mutually agreed collective bargaining agreement that was approved by the City Council; and

WHEREAS, the City’s and IAFF’s negotiating teams have been negotiating the terms and conditions for a follow-on labor agreement to be effective April 1, 2021; and

WHEREAS, the City Council believes that the Labor Agreement, herein attached to this ordinance, is a fair representation of the rights and responsibilities of the City, Management, IAFF and full time sworn law enforcement officers of the rank of Sergeant and below.

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

SECTION 1. That the Labor Agreement, herein attached to and incorporated in this resolution is hereby approved.

SECTION 2. That the City Manager is authorized and directed to execute the Labor Agreement on behalf of the City.

SECTION 3. That this resolution shall be in full force and effect from and after its passage and approval and upon the approval of the Labor Agreement by the International Association of Fire Fighters, Local #42, membership.

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

Duly read and approved this ____ day of _____, 2021.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 23rd day of March, 2021, and adopted at a regular meeting of the City Council held the 23rd day of March, 2021 by the following vote, to wit:

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

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

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF BELTON, MISSOURI
AND
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS LOCAL #42
2021-2024



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PREAMBLE

This Collective Bargaining Agreement has been developed by Local Union No. 42 of the International Association of Fire Fighters, AFL-CIO-CLC, herein called the "UNION," and the City of Belton, Missouri, herein called the "City," through the City Manager. By this Collective Bargaining Agreement, the Union and the City agree to comply with the provisions herein, which are applicable. The City Manager agrees that the provisions included herein which can be accomplished by administrative action and which are not in conflict with existing administrative regulations are in effect immediately. The City Manager further agrees that the provisions that can be accomplished by administrative action, but which are in conflict with existing administrative regulations, shall be in effect as soon as practicable to draw revised administrative regulations. Existing regulations will be reviewed within thirty (30) days to identify and change any regulations, which may require change to conform to this Collective Bargaining Agreement. The City Manager further agrees that provisions herein, which require action by the City Council, shall be submitted to the Council as soon as the appropriate ordinances or resolutions can be prepared. This Agreement shall be included as part of the City of Belton Fire Department Employee Handbook.

ARTICLE 1 RECOGNITION AND UNION SECURITY

Section 1.1 Recognition

The City hereby recognizes the International Association of Fire Fighters, Local No. 42, as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees in the bargaining unit.

The bargaining unit for which the recognition is accorded includes personnel in the classifications of Fire Fighter-EMT, Fire Fighter-Paramedic, Fire Apparatus Operator, and Captain and any other position that is created and that is at the Captain's rank and below, employed with the Belton Fire Department.

This specifically excludes all other employees in all other classifications within the Belton Fire Department and the City of Belton.

Section 1.2 Union Security

The City will not discharge or discriminate against members of Local No. 42 because of membership in Local No. 42 or because of lawful Union activities. The Union and its members agree that they will at all times respond to emergency calls in the normal manner and properly maintain all fire equipment.

The City and Union agree not to discriminate against members because of race, religion, color, ancestry, national origin, sex, disability, marital status, familial, sexual orientation, or membership in any other category protected by law.

The City agrees to allow the Union to maintain a bulletin board in each of the fire stations for the purpose of posting items of Union interest which have the approval of the Union. In no event shall a bulletin board be used for political purposes or for any purpose that may in any way injure

the City or its employees. When items are posted on a bulletin board maintained by the City, such items shall not be removed or otherwise inhibited by the Union.

Section 1.3 Dues Deduction

The City agrees to deduct each pay period, dues and assessments in amount certified to be current by the Secretary – Treasurer of the Local Union from the pay of those employees who submit payroll deduction forms to be provided by the Union. The City shall forward the dues deducted to the Secretary – Treasurer of the Union.

- A. The City shall deduct Union dues from the salaries of those members of Local No. 42 who authorize such in writing (pursuant to the authorization form attached as Appendix A). Dues deductions shall be irrevocable for a period of one (1) year or the expiration of this Agreement, whichever occurs first. Revocation of such authorization must be in writing, with a copy to the Secretary-Treasurer of the Union and the City, and shall be in accordance with the procedure set forth in the authorization form.
- B. Dues deducted, as provided for above, will be forwarded to the Secretary-Treasurer of Local No. 42. The City agrees to provide these services without charge to the Union.
- C. The Union agrees to defend, indemnify and hold the City harmless in the event any employee brings a claim against the City based on the City's compliance with the provisions of this Section.

Section 1.4 Political Action Committee

The City shall provide for the option of contributing to a Political Action Committee or Continuing Committee designated by the Union through payroll deduction.

Section 1.5 Release from Duty

One (1) member elected or appointed to represent the Union shall be granted time to perform functions related to administration of this Collective Bargaining Agreement, including attendance at regular and special meetings and activities related to grievance procedures without loss of pay.

Three (3) IAFF Local No. 42 Belton shop members of the Union shall each be allowed twenty (20) hours shift release for each year for all negotiation meetings which shall be mutually set by the City and the Union.

Section 1.6 Notification of Rules

The Union shall be provided a copy of any new rule, directive or procedure, which is issued in writing fifteen (15) calendar days before it becomes effective, where practicable. The Union shall have the opportunity to discuss such rule with the Fire Chief as soon as the changes are received. The Union shall have the right to grieve the implementation of any changes at the time they are issued under the provisions set forth in this Collective Bargaining Agreement.

Section 1.7 Access to Information

The City agrees to provide the Union as requested, but not more than once a month, with copies of the reports pertaining to Bargaining Unit personnel: the assignment roster, the alphabetical listing providing station location, home address, telephone number and the seniority list by classification. The Fire Department shall provide the Union with copies of all injury reports.

Section 1.8 On Duty Union Activity

The Union may hold meetings pertinent to Union business on Fire Department property after 1730 hours, provided permission for such meeting is obtained in advance from the Fire Chief or his/her designated representative.

Union officers and committee members may conduct Union business on City time at their work location as long as such business does not interfere with their Fire Department duties.

ARTICLE 2 MANAGEMENT RIGHT AND NO STRIKE

Section 2.1 Management Rights

The City possesses the sole right to operate and manage the Fire Department together with all management rights, except to the extent such rights are limited by the express provisions of this Collective Bargaining Agreement. Such management rights include, but are not limited to:

- A. To determine the mission of the Fire Department;
- B. To direct the work forces;
- C. To hire, assign, transfer employees;
- D. To determine the methods, means, and number of personnel needed to carry out the mission of the Fire Department;
- E. To discipline or discharge for just cause;
- F. To change existing methods or facilities;
- G. To introduce new or improved methods and facilities;
- H. To take whatever actions may be necessary to carry out the mission of Fire Department;
- I. To make, amend, and enforce reasonable operating procedures and work/safety rules.

As noted above, the City possesses the sole right to operate and manage the Fire Department and the above list of enumerated rights is not intended to limit or restrict those rights that inherently repose in Management. Those powers, rights and authority that inherently and appropriately repose in Management will be exercised in a manner consistent with the express provisions of this Agreement and will not be exercised or claimed in an effort to undermine the Union or in an attempt to evade the express provisions of this Agreement.

It is also recognized that the Fire Chief, City Manager, or their representatives may delegate any of the authority or responsibility referenced in this Agreement to an authorized representative.

Section 2.2 No Strike Clause

The City and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. During the term of this Agreement, the City agrees that there will be no lockout, and the Union agrees on behalf of itself and the employees represented by it, that there will be no concerted failure to report to work, cessation or interruption of work, slowdown, strike, boycott, or any type of organized or concerted interference, express or implied, direct, indirect, or coercive or otherwise, with the City's business, by the Union, its members or the members covered by this Agreement. The Union further agrees that, should any such acts be committed by employees, it will discourage said acts.

It is mutually understood and agreed that the City shall have the right to take disciplinary action, including discharge, against any employee who may engage in any concerted failure to report to work, cessation or interruption of work, slowdown, strike, boycott, or any type of organized or concerted interference.

ARTICLE 3 SENIORITY

Section 3.1 Hire Date

For the purpose of seniority, Hire Date is the employee's start with the Fire Department and it shall be calculated by years of service from the date of employment with the Fire Department.

Section 3.2 City Date

For the purpose of seniority, City Date is the employee's start with the City of Belton, Missouri, and it shall be calculated by years of service from the date of employment with the City of Belton, Missouri.

Section 3.3 Rank Date

For the purpose of seniority, Rank Date is the date of appointment or promotion to each rank classification.

Section 3.4 Resignation and Termination

In the cases of employees who leave employment with the City of Belton, Missouri due to termination for cause or resignation, date of employment shall mean most recent date of employment, except that the City may, in its discretion, choose to offer as a part of an offer of re-employment, an adjusted Hire Date to be calculated in accordance with Section 3.5 below.

Section 3.5 Adjusted Seniority

In the case of members returned from a disability pension or members re-employed pursuant to an offer that specifically provides for restored seniority, seniority for all purposes shall be

calculated from original date of employment and original date of appointment, where applicable, with the understanding that the time spent on pension or not in the employment of the City shall not count toward the accrual of seniority.

Section 3.6 Fire Department Probationary Period

The Fire Chief and the Union have agreed to a twelve (12) month probationary period for newly hired employees of the Fire Department. After the successful completion of twelve (12) months of employment, newly hired members of the Fire Department shall enjoy those rights and privileges of regular employees, except to the degree limited or otherwise provided for in this Collective Bargaining Agreement.

Unless prohibited by City Policy, the twelve (12) month probationary period will be waived for members returned to duty from a disability pension and may also be waived or modified in the case of members re-employed by the Fire Chief, pursuant to an offer of restored seniority.

The Fire Department's Probationary Period may be extended for new employees, with notice to the Union, for an attainment of Emergency Services certification including but not limited to EMT, Paramedic, and Fire Fighter I and II. Failure of the employee to attain the aforementioned certifications may lead to discipline including termination.

ARTICLE 4 STAFFING & VACANCIES

Section 4.1 Staffing

A. Assigned Staffing:

The City Administration is committed to the goal of endeavoring to maintain the Bargaining Unit Member's assigned staffing at no less than thirteen (13) employees per shift for the term of this Agreement. City Administration will use its best efforts to avoid the need for reductions in force or hiring freezes during the term of this Agreement, and will not implement either unless expressly directed to do so by the City Council.

The parties mutually agree that if the City implements any hiring freeze or layoffs during the term of this Agreement, the City will nevertheless continue to fill FAO and Captain positions to the extent necessary to at least maintain the number of personnel currently in those positions as of January 1, 2019.

B. Minimum Staffing:

The City Administration is committed to the goal of endeavoring to maintain the Bargaining Unit Member's minimum staffing of ten (10) employees per shift for the term of this Agreement.

If sufficient personnel are not available to meet the minimum staffing requirements, fire fighters shall be retained or recalled on overtime.

Section 4.2 Vacancies – Captain and Fire Apparatus Operator

All promotions within the bargaining unit for Captain and Fire Apparatus Operator positions, for which bargaining unit members are eligible to compete subject to the provisions of this Agreement, shall be filled from the current promotion list as they occur.

When the vacancy is to be filled as a continued budgeted position, it shall be filled at the start of a pay period within thirty (30) days of the occurrence of the vacancy. It is further agreed that promotions shall be made from the list in effect at the time the vacancy giving rise to the promotion occurs.

Section 4.3 Vacancies – Fire Fighter/Paramedic and Fire Fighter/EMT

The City shall make a good faith effort to fill entry-level vacancies in as short a time as practicable (normally within thirty (30) days), so as to ensure that staffing levels are maintained at the levels directed by the City Council.

Section 4.4 New Positions

In the event that a new bargaining unit position is proposed by the City, the newly proposed position shall be discussed by the Labor/Management Committee. The City agrees to discuss any proposed changes to the qualifications for entry-level bargaining unit positions with the Union and allow the Union to make recommendations regarding such changes, prior to implementation.

ARTICLE 5 GENERAL PROVISIONS

Section 5.1 Duties

The duties of the members of the City’s Fire Department shall be those described in the Belton Fire Department Rules and Regulations Policy Book.

Members of the City’s Fire Department shall not be detailed to duties unrelated to the mission of the Fire Department that would significantly impair the Department’s ability to perform such duties, except as may be required in situations of emergency and for the duration of the emergency.

However, in situations of an emergency declared by the Governor of the State of Missouri, the Mayor or City Manager of the City of Belton, those duties shall be whatever is necessary to carry out the mission of the City of Belton and/or the State of Missouri.

Section 5.2 Inclement Weather

The City will not require employees to perform outside work during inclement weather when it would be unreasonable to do so, taking into account the importance of the work to protect life, property or to maintain service to the public.

1. Firefighting units shall not be required to do any routine outside work or engage in training activities where such activities will require them to get wet when the outside temperature is below 50 degrees F. or above 90 degrees F.
2. Firefighting units shall not be required to do any routine outside work or engage in training activities during periods of precipitation or when the temperature is below 40 degrees F. or above 90 degrees F.

Section 5.3 Subcontracting

During the term of this Agreement, the City will not contract out any work presently performed exclusively by bargaining unit employees without advance written notice to the Union where it is practicable to do so and, if it would result in a displacement of employees, with full discussion, if requested, of the impact of such decisions on bargaining unit employees.

Section 5.4 Belton Community Center Membership

The City shall provide individual membership to the Belton Community Center to all bargaining unit members at no cost to the employee in the same manner as is provided to other City of Belton employees. Each month, employees must attend the Community Center at least two (2) times in addition to two sessions at the fire station. If the member fails to achieve these attendance requirements the City will stop paying the Community Center membership fees until the next open enrollment period. Employees are allowed to cancel their Community Center membership at any time.

Section 5.5 Ready Time

It is understood that the agreed upon schedule contemplates that some scheduled hours will be designated as “ready time”, when routine inspections, training and testing will not be scheduled. Ready time is defined as the standby time on the night tour of duty in which no routine activities will be scheduled.

This time will be the hours from 1800 hours until 0700 hours. During the ready time period, equipment will be maintained in a manner that ensures readiness to respond to any non-emergency or emergency responses and all aspects that go along with such responses including finishing all reports. Both parties agree that special circumstances of a critical nature may arise, which may require that some duties be performed during ready time including public relations events and any other special events or situations as deemed necessary by the Fire Chief.

Ready time on holidays will be the hours from 1300 until 0700 the following morning.

Section 5.6 Burial Expenses

The City agrees to defray reasonable funeral and burial expenses of any employee of the Fire Department who dies in the Line of Duty, in accordance with the employee’s personal and religious beliefs through a contribution of \$10,000.00 to the family or representative of the deceased responsible for such expenses.

Section 5.7 Licensure

All personnel serving as emergency medical technicians or paramedics will be required to maintain their National Registry Certification and/or their state licenses. All personnel will be required to maintain licensures required by EMS protocols and the EMS Director. The City will provide all necessary training to maintain such licensing.

Section 5.8 Pilot Programs

The parties may agree to enter into any kind of a Pilot Program that is developed through the Labor/Management Process with final approval of the City Manager.

ARTICLE 6 HOURS

Section 6.1 Emergency Operations Members

The regular work schedule for members of the Emergency Operations Division shall be a 24-hour shift on the Berkeley system and the regular work week shall average 53 hours per week (On 24 hours, off 24 hours, on 24 hours, off 24 hours, on 24 hours, and then off 96 hours).

The normal FLSA work period for employees assigned to 24-hour shifts shall be twenty-eight (28) days. Employees on 24-hour shifts shall receive overtime pay for all hours actually worked in excess of 212 hours in the 28-day work period.

Section 6.2 Trading Time

Shift trades may be voluntarily undertaken between two (2) employees upon approval of the employees' Battalion Chief prior to such exchange of time.

Responsibility for arrangement for the repayment of such time rests with the employees involved. No obligation shall be placed upon the City for repayment of time voluntarily traded or repaid between employees.

ARTICLE 7 OVERTIME PAY AND ADDITIONAL PAY

Section 7.1 Overtime

Both parties accept and understand the need for overtime for when the minimum staffing level of Bargaining Unit Members falls below ten (10). All personnel within the bargaining unit are eligible for overtime pay. The overtime pay will be approved by the on-duty shift commander and placed on the Daily Time Sheet for payment.

Whenever bargaining unit employees on 24-hour shifts work in excess of 212 hours in a 28-day work period, they shall be paid at time-and-one-half for all additional hours worked.

Section 7.2 Overtime Pay Rates

Bargaining unit employees, who work the 24-hour shift, shall be paid at one and one-half times (1.5) of the regular hourly pay rate for all hours worked in excess of 212 hours during the 28-day FLSA work period.

The regular rate of pay to be used for calculating overtime compensation shall include all remuneration paid to an employee for work performed and must be a composite of all pay rates and pay allowances received for work performed in the work period divided by the number of hours worked.

However, the regular rate of pay calculation will not include certain benefits specified under the Fair Labor Standards Act, such as sick leave pay, holiday pay, fringe benefit contributions and any pay for additional work during the period already paid at time and one-half or more. Hours worked during the standard work period shall include all time during which an employee is actually working or required to be on duty on the City's premises or at a prescribed work place. Unless the Agreement specifically provides that certain non-worked hours will be counted toward overtime, non-worked hours such as vacation, sick leave, personal leave, jury duty and military leave will not be counted as hours worked. Time spent at conventions or meetings, on a voluntary basis, outside of an employee's tour of duty will not count as work time. Time spent by employees during an out of town training trip outside of their tour of duty will not be considered work time if the employee is not in class or not in a training session.

Section 7.3 Overtime Hiring Procedures

Overtime or arrangements for overtime work must be scheduled or approved by the employee's department head or his/her designee in advance. As a general policy, employees are not authorized to perform work before or after the scheduled shift, or to remain at their work stations at the end of the work day without specific authorization from their Department Head or his/her designee.

Reasonable advance notice of a minimum of two (2) hours ordinarily will be provided to employees when overtime hours are to be worked. Such notice may be waived in emergency situations.

When overtime is necessitated in the opinion of the Department Head or his/her designee, employees shall be required to work such overtime. Disciplinary action may be taken against employees who refuse to work overtime, fail to appear when scheduled to work overtime, or fail to appear after having indicated they would work overtime.

For the purposes of overtime, bargaining unit positions will be filled by bargaining unit employees. If no bargaining unit employee accepts overtime, the vacant position may be filled by qualified management personnel prior to mandatory overtime being required of bargaining unit employees.

Both parties agree and accept the fact that there will be a mandatory overtime list. This list is to fill the appropriate vacancies when all of the regular lists are exhausted.

Section 7.4 Holdover Pay

An employee going off duty may be required to holdover for a reasonable period of time, not to exceed two (2) hours after the end of the shift, for the purpose of detailing a replacement or obtaining a replacement through the regular overtime procedure.

If the employee is held over, they shall be paid a minimum of thirty (30) minutes, and then in fifteen (15) minute increments thereafter.

Nothing shall be construed to allow any employee to leave a fire or other emergency call until properly relieved and in the event of a large fire, disaster or other “sudden and unforeseen happening” where large numbers of personnel are committed, all available personnel shall, if directed, remain on or report for duty.

Section 7.5 Court Appearances and Depositions

Whenever a bargaining unit member is called to testify on behalf of the City or as a witness in a criminal prosecution regarding the course and scope of the member’s employment, they shall be compensated for at least two (2) hours of work; if called by a third party to testify in a civil case regarding the course and scope of the member’s employment, they shall be compensated for at least two (2) hours of work.

If called by a third party, the employee must return his or her witness check to the City. This provision applies to all occasions in which a member is directed by the City or compelled by process to provide information or testimony arising from or related to the course and scope of the member’s employment, including but not limited to being subpoenaed to appear for a deposition.

Section 7.6 Callback Pay

Whenever a bargaining unit member is called back to work after his/her regular working hours and after he/she has left the work site, the minimum overtime payment shall be for two (2) hours of work. The two (2) hours minimum shall not apply and overtime compensation shall end if the employee’s regular shift begins during the emergency call back.

ARTICLE 8 LEAVE

Section 8.1 Vacation

A. Use:

All requests for vacation leave shall require approval or coordination with the employee’s immediate supervisor. Vacations shall be granted on the basis of seniority using the member’s Hire Date as outlined in Article III.

A limit of two (2) twenty-four (24) hour Vacation days will be granted per shift and/or a maximum total of 48 hours per 24-hour shift.

B. Amount Earned:

The following shall be the amount of vacation accumulated by members of the Department who are assigned to a 24-hour shift:

YEARS OF SERVICE	HOURS EARNED PER YEAR	HOURS EARNED PER PAY PERIOD	MAXIMUM HOURS ALLOWED TO ACCRUE
0 TO 5	120	4.62	180
6 TO 10	192	7.38	288
11 TO 13	264	10.15	396
14 TO 16	288	11.08	432
17 TO 18	312	12.00	468
19+	336	12.92	504

For purposes of this paragraph, years of service refers to the member’s City Date as outlined in Article III.

C. Accrual:

Vacation time can be accumulated up to one and one-half times the amount earned in one (1) year.

D. Eligibility:

An employee shall be considered eligible for vacation leave after ninety (90) days of regular, full-time employment. The employee will earn leave in the first ninety (90) days but cannot use it until they have ninety (90) days of full service with the City.

E. Unused Vacation Leave:

Upon separation from the City, employees shall be paid one hundred percent (100%) of any unused Vacation Leave up to the maximum annual accrual amount listed above (column labeled “hours earned per year”), based on the employee’s term of service.

Section 8.2 Sick Leave Use:

All requests for sick leave shall require notification and coordination with the employee’s immediate supervisor. Any illness of two (2) days or more may require a certificate from a reputable physician as evidence of illness before compensation is paid. Sick leave may not be used to extend annual leave. Sick leave is intended for personal illness as well as illness of a member of the employee’s immediate family (parents, grandparents, father-in-law, mother-in-law, brothers, sisters, sons, daughters or spouse) that requires the employee’s personal care or attention.

A. Amount Earned:

Each regular full-time employee who works the twenty-four (24) hour shift shall earn one hundred eighty-two (182) hours of sick leave per year. It will be earned at 7 hours per pay period.

B. Accrual:

The maximum accrual for all twenty-four (24) hour shift employees is two thousand five hundred and ninety six (2,596) hours; however, one thousand four hundred sixty-four (1,464) hours will be the most any 24-hour shift employee can turn in for partial payout as unused sick leave under subsection E below, upon separation from the City.

C. Eligibility:

An employee shall be considered eligible for sick leave after ninety (90) days regular, full-time employment. Between ninety (90) days and six (6) months service, the maximum eligibility shall be limited to 72 hours for 24-hour employees. After six (6) months, eligibility shall be at the discretion of the supervisor of the department concerned.

D. Termination:

Any employee terminating service with the City shall not be allowed the use of sick leave in the last two calendar weeks of employment, except by certification of illness by a competent physician.

E. Unused Sick Leave:

Upon separation from the City, employees who have at least ten (10) years and less than twenty (20) years of continuous full-time service shall be paid twenty-five percent (25%) of any unused Sick Leave, subject to the 1,464 hour cap.

Upon separation from the City, employees who have at least twenty (20) years of continuous full-time service shall be paid fifty percent (50%) of any unused Sick Leave, subject to the 1,464 hour cap.

Employees who qualify for and retire or receive a line of duty disability pension or who die while active shall be paid fifty percent (50%) of any unused Sick Leave, not to exceed 732 hours paid (1464 maximum hours x 50% payout).

F. Sick Leave Incentive:

Effective January 1, 2019, if an employee on a twenty-four (24) hour shift uses less than seventy-two (72) hours of Sick Leave in a calendar year they will be granted twenty-four (24) hours of additional Vacation for the next calendar year.

G. Compassionate Use for New Hires:

If any employee, during their first three years of employment, faces a catastrophic health issue (either personally or for an immediate family member) and they have exhausted all available paid leave of any kind, the City will allow them to go into a negative sick leave balance, up to a maximum of thirty shifts of paid sick leave. Any leave taken in excess of accrued amounts must be repaid if/when the employee returns to work, by deducting from new accruals. Use of unaccrued sick leave shall terminate whenever the employee becomes eligible for long term disability benefits.

Section 8.3 Funeral Leave

Bargaining Unit Members, who work the 24-hour shift, may be granted at least one (1) shift to attend a funeral of a member of their immediate family.

If additional time is required or if the employee wishes to attend the funeral of a relative not covered by this section, vacation time shall be requested and not unreasonably denied by Fire Management. If a member wishes to utilize vacation under this section, the request shall be made at least twenty-four (24) hours in advance.

Immediate family is defined, for the purpose of this section as: husband, wife, approved domestic partner, son, daughter, mother, father, brother, sister, step-mother, step-father, step-children, step-siblings, step-grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, grandparents or grandparents-in-law.

Use of funeral leave for the purpose of overtime will be counted as days worked.

Section 8.4 Personal Leave

Regular full-time employees may be granted leave without pay, when authorized by the City Manager, for a period not to exceed one (1) year when it is in the interest of the City to do so. If not covered by FMLA leave, pregnancy and/or maternity leave shall be considered a valid reason for requesting a personal leave of absence.

At the expiration of the leave without pay, the employee has the right to the position that he/she vacated, and shall be reinstated, if the position still exists, or if not, to any other vacant position of the same rank and pay. Approved leave shall not be considered a break in service.

Section 8.5 Jury Duty

Upon receipt of an order to report for jury duty, the order will be shown to the immediate supervisor. The information will be relayed to the Chief and he shall grant a leave of absence with pay for the period the employee actually serves. Any payment received for jury duty must be endorsed by the employee and submitted to the City.

Section 8.6 Military Leave

Military Leave shall be granted in accordance with all applicable state and federal laws.

Section 8.7 Voting Leave

The City agrees to allow each employee who is a registered voter reasonable time off with pay, consistent with Missouri law, to vote in each general and local election.

ARTICLE 9 FAMILY AND MEDICAL LEAVE ACT

The City shall grant job protected paid or unpaid leave to employees for the purposes specified under the Family and Medical Leave Act, its implementing regulations, and City policy. While on leave, an employee is prohibited from working elsewhere or engaging in self-employment without the City’s prior written consent.

ARTICLE 10 HOLIDAYS

Section 10.1 Paid Holidays

Any employee who works on a holiday will be paid at their regular rate of pay for all hours worked on any holiday listed in Article 10, Section 2. All employees, whether or not they work on a recognized holiday, will be paid eight (8) hour of Holiday Pay for any holiday listed in Section 10.2.

Section 10.2 Recognized City Holidays

Legal holidays observed by the City government shall be as follows:

1. New Year’s Day
2. Martin Luther King Jr. Day
3. President’s Day
4. Good Friday
5. Harry S. Truman Day
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veterans Day
11. Thanksgiving Day
12. The Day following Thanksgiving
13. Christmas Eve
14. Christmas Day

ARTICLE 11 CLOTHING

Section 11.1 Initial Allowance

The City shall furnish to all members of the bargaining unit an initial uniform and protective clothing issue as follows:

A. Dress Uniforms:

- a. One (1) dress pants
- b. One (1) long sleeve Dress Shirt
- c. One (1) name badge
- d. One (1) badge
- e. One (1) set collar brass
- f. One (1) black neck tie

B. Uniforms:

- a. Four (4) pants
- b. Two (2) pair EMS shorts if required
- c. Four (4) station T-shirts
- d. One (1) Duty Champ Jacket or Job Shirt
- e. One (1) work cap
- f. One (1) stocking cap

C. Personal Protective Clothing:

- a. Two (2) sets of Bunker Coat & Pants
- b. One (1) helmet
- c. One (1) pair Bunker Boots
- d. Two (2) pair fire gloves
- e. Two (2) Nomex Hoods
- f. One (1) eye glass bracket for SCBA if needed
- g. One (1) prescription lenses for SCBA (up to \$200) if needed
- h. One (1) pair leather work gloves
- i. One (1) pair extrication gloves

Section 11.2 Replacement

- A. The City will replace City issued clothing and equipment when worn out through normal use or destroyed or damaged beyond repair during any emergency activity.
- B. The City will conduct yearly inspections of bunker gear and protective gear will be replaced by the City when said uniforms and protective gear are presented by the employee as no longer fitting or are worn to such a degree as they are no longer presentable for wear. All uniforms and gear, as phased in for purchase, shall meet the minimum standards for safety.
- C. Bargaining unit members are required to furnish their own station footwear, which shall meet the City's standard for safety. The City will pay each bargaining unit member a one hundred twenty-five (\$125.00) dollar footwear allowance annually in June.

ARTICLE 12 INSURANCE

Section 12.1 Insurance

- A. Health Insurance: The City shall assume the full cost of hospital and surgical care insurance for all full-time regular employees, who indicate their desire to have this insurance, subject to annual review. Family coverage shall be made available to each employee on the City plan; however, a portion of the cost involved shall be borne by the employee. Rates for family coverage shall be determined on an annual basis at the time rates are proposed for the employee coverage.

The City shall withhold one-half of the employee's share of the monthly premium for dependent coverage from each of the two pay periods in advance of the premium due date. For those months where three pay periods occur, no deduction for the insurance premium will be made from the third payroll check. Dependent coverage may be terminated by the employee by stating in writing to the City Manager thirty (30) days in advance the desire to terminate the coverage. The City may offer the employee a choice in regard to medical coverage. The employee may choose the coverage most desirable to him/her.

- B. Dental Insurance: The City shall assume the full cost of dental insurance premiums for all full-time regular employees, who indicate their desire to have this insurance, subject to an annual review. Family coverage shall be made available to each employee on the City plan, however, a portion of the cost involved may be borne by the employee.
- C. Life Insurance: Life insurance, in the amount determined by the City, shall be carried on each full-time employee, the full cost of which shall be paid by the City.
- D. Disability Insurance: The City shall provide long term disability coverage to employees, at the City's cost, on the same basis as that benefit is provided to non-represented employees.
- E. Vision Insurance: The City shall assume the full cost of vision insurance premiums for all full-time regular employees, who indicate their desire to have this insurance, subject to an annual review. Family coverage shall be made available to each employee on the City plan, however, a portion of the cost involved may be borne by the employee.
- F. In the event of temporary total disability, the City's liability for any insurance premium payments shall be limited to the extent that the employee qualifies for FMLA leave, sick leave, vacation time, or a combination of the above. At the expiration of all qualifying leave time, the employee while on unpaid leave may elect to pay his portion of hospitalization premiums under the City of Belton group plan for a period not to exceed one (1) year from the date of total disability.

Section 12.2 Insurance Premiums

Current Insurance Premiums will be detailed in Appendix E attached to this CBA. Any changes in Insurance Premiums will be subject to Section 12.3, Advisory Health Committee.

Section 12.3 Advisory Health Committee

The Union shall designate one bargaining unit member to serve on the City's Health Care Advisory Committee, and may send an alternate when the designated member is not available. The committee shall meet, at least once a year, to discuss the insurance programs and any proposed changes to existing health care benefits prior to any request for proposal (RFP) or meeting with vendors. The Union and Advisory Health Committee will be notified of any changes to employee healthcare prior to any implementation of those changes.

ARTICLE 13 WORK INJURY LEAVE SUPPLEMENTAL PAY

Section 13.1 Amount

Any employee who is injured on the job shall be eligible for injury time with pay at a rate that, when added to Worker's Compensation payments due the employee, will equal the employee's net pay, after deductions. The extent of this supplemental pay is ninety (90) work shifts for 24-hour shift employees for each new and separate injury. Such supplemental pay will not be charged against the employee's accrued sick leave or vacation time.

Section 13.2 Use of Work Injury Leave

The employee's eligibility for work injury leave with supplemental pay will be dependent on the notification of the injury being made in writing to the Department Head within twenty-four hours of the time the injury is sustained. Weekend and holiday injury reports will be accepted on the next regular day of work. In cases when the injured employee has been transported due to an emergency, the company officer shall complete the report. The injured employee will be required to sign the report to verify its content.

Section 13.3 Extended Work Injury Leave

After ninety (90) work shifts of work injury leave with supplemental pay, regular full-time employees will use their sick leave accruals if more injury leave is required. The employee may use accumulated vacation, if any, if additional work injury leave is required, in lieu of leave without pay.

Probationary and regular full-time employees, who have exhausted all accrued leave, may be granted extended injury leave without pay with the approval of the City Manager, but in no case will an extension be for more than one (1) year total cumulative time on injury leave for any particular event. In these cases, the City Manager may require that a physician appointed by the City evaluate the employee. Leave will not be accrued for the period the employee is on work injury leave.

Section 13.4 Modified Duty

Modified Duty schedules for work-related injuries will be assigned at the discretion of the Fire Chief but cannot be unreasonably denied. The assignment may be made only after proper medical evaluation is made and modified duty is approved by a medical practitioner. Modified Duty scheduling will be utilized only in cases of injury time.

These positions shall be filled by bargaining unit members whose prognosis has been determined by a physician, who states that said employee is expected to fully recover and return to full duty. Modified Duty assignments shall not exceed six (6) months unless approved by the Fire Chief.

The Modified Duty positions shall be selected by the Fire Chief and may be in Fire Prevention, Training Division or other divisions of the Fire Department or other departments in the City.

Such assignment may be to the employee's regular assigned shift or temporarily assigned to a forty (40) hour week. Bargaining unit members on modified duty shall not receive a reduction of pay or benefits, with exception of FLSA overtime and holiday pay which will only be paid if appropriate hours are worked.

When employees suffer non-work-related injuries and are placed under work restrictions that will not permit them to perform their regular jobs, the City will provide light duty work assignments, provided there is productive work available. Light duty assignments will be available for non-work injuries on a first-come, first-served basis, and employee assigned to light duty for non-work-related injuries are subject to being replaced by employees who need light duty assignments for on-the-job injuries, if there is no other productive light-duty work available for those employees. The maximum length of light duty work assignment for any non-work-related injury shall be thirty (30) calendar days. Employees with non-work-related injuries who cannot be placed on light duty, or who are removed from light duty, will use any accrued comp time and/or sick leave to maintain their regular base pay, and may also use accrued vacation pay, if any is available after sick leave and comp time are exhausted.

Section 13.5 Positions by Non-Fire Fighting Employees

Whenever a member of the Belton Fire Department becomes physically incapable of performing firefighting duties, because of injury or otherwise, but such member is found by the City to be able and qualified to perform the duties of a position or positions held by non-emergency service employees of the City, such member shall be given consideration in filling vacancies in such non-emergency services positions.

ARTICLE 14 FIRE DEPARTMENT PHYSICALS

Section 14.1 Fire Department Physicals

The City agrees to provide a yearly physical which will include a review of health history, a comprehensive review of all body systems including: vision, hearing, Pulmonary Function test, Twelve (12) Lead EKG and Maximal Aerobic Capacity Examination as recommended by the fire department physician and/or approved through Labor Management, Chemistry 12 Blood Profile, and all necessary vaccinations, boosters and other required tests based on each fire fighter's exposure record for the year.

Medical conditions that impact the employee's ability to perform firefighting activities, identified by the fire department physician as work related, shall be treated in accordance with Article 13, Sections 1 through 5.

ARTICLE 15 BFD RULES AND ORDERS

All verbal Departmental rules and orders shall be placed in writing as soon as practical by the City. Employees will be given notice of new rules and orders through normal departmental channels, i.e. electronic mail, departmental memorandum.

ARTICLE 16 PROMOTIONS

Section 16.1 Promotions

Both parties are opposed to the use of political appointments and desire the maintenance of experience requirements that will ensure the safety of the public and members of the Fire Department.

Section 16.2 Captains Promotion

Promotion to the rank of Captain will be done by Competitive Exam. The Fire Chief shall issue an administrative policy that outlines the requirements and procedures for promotional exam. These rules shall address eligibility requirements, types of exams, when exams will be held, methods for determining the eligibility list, and a bibliography of study materials used in testing.

This policy shall also indicate the minimum amount of time before a test that the requirements and/or procedures for promotional exams may change. All promotional positions covered by this Agreement will have these policies.

The Captains promotional examination shall be given prior to the expiration of promotional lists in effect in order that new lists shall become effective immediately upon the expiration of the previous lists. The promotional list shall run two (2) years, but may run for a shorter time if such list becomes exhausted or if the Union and Fire Management mutually agree to extinguish the list.

Section 16.3 Fire Apparatus Operator Promotion

After the seven individuals who were previously employed as Firefighter Specialists receive the opportunity to promote to Fire Apparatus Operator (in seniority order), promotions to the rank of Fire Apparatus Operator will be done from a promotional list established by competitive testing among qualified employees.

Section 16.4 Paramedic Promotion

Bargaining Unit members who hold the rank of Firefighter/EMT who meet the qualifications of Firefighter/Paramedic shall be promoted to the rank of Firefighter/Paramedic upon completion and orientation to the Firefighter/Paramedic position within the Fire Department.

The effective date of the promotion will be at the start of the full pay period within 30 days of the fire management receiving the qualification change.

The City will pay all Tuition costs associated with attending a Paramedic Training Program. The program and process will be chosen and developed through the Labor Management Committee. Firefighter/EMTs must take their own leave to meet the qualifications for Firefighter/Paramedic.

ARTICLE 17 DISCIPLINARY PROCEEDINGS

Any time an employee is called before a supervisor for the purpose of considering disciplinary action, the employee shall have a right to be represented by the Union and shall be notified of that right and given adequate time to obtain such representation upon request. For all disciplinary matters, the City will notify the Union of the nature of the investigation, and provide sufficient details to ensure that the member has a full and fair opportunity to respond to the allegations. All members will be afforded their due process rights prior to the imposition of any discipline.

The right to Union representation, as referenced above, includes occasions when members are confronted by persons for any reason that may lead to disciplinary action, including: an investigatory interview or hearing; a formal discussion regarding a problem related to performance, behavior or conduct; and/or proceedings, in which discipline is discussed or administered.

Three (3) Union representatives and three (3) Management representatives will be the normal limits allowed for the purposes of considering Departmental grievances and discipline. More or less representation may be mutually agreed upon.

The City shall not discharge or discipline any employee without just and proper cause. All discipline will be imposed fairly and equally and only for just and proper cause. The Fire Chief or his/her designee shall hold an informal predetermination hearing before imposing any disciplinary termination, disciplinary suspension or disciplinary demotion. An individual may be suspended with pay pending such a predetermination hearing.

Employees shall cooperate with the employer in all matters of mutual interest, but no employee to whom this Agreement is applicable shall be called before a member of management or a supervisor in connection with the investigation of a matter which may involve his/her discharge, suspension or other discipline unless so called within twenty-five (25) calendar days, after notice of the alleged offense has come to the attention of management except where circumstances make it impractical to take action.

Once the Employer cites an employee for an alleged rule or policy violation it becomes incumbent upon the Employer to take any contemplated disciplinary action within forty-five (45) calendar days of the citation except where circumstances make it impractical to take action. If no such action is forthcoming within aforementioned forty-five (45) calendar days, then the incident will be considered dropped by the employer.

All matters concerning discharge or discipline will be subject to the grievance procedures as set forth within this Collective Bargaining Agreement.

The following are the standard pre-disciplinary and disciplinary penalties that may be imposed as a part of the Progressive Discipline System to be followed by the City. The penalty imposed in a

particular case will be based on the circumstances of that case and the City may skip one or more intermediate steps when the seriousness of an act of misconduct or poor performance justifies a more serious penalty.

1. **Counseling:** An informal discussion between an employee and supervisor/department head, usually concerning expected employee behavior, conformity to City policy or expected job performance. A notation will be made in the employee's file of the counseling session. Counseling is not considered discipline and is not subject to the grievance procedure, nor is representation required for counseling discussions. The supervisor issuing the counseling will sign the counseling document and provide a copy to the employee and the Union (via email or hand delivery to a steward).
2. **Verbal Reprimand:** A formal, verbal rebuke of an employee by the supervisor/department head for specific infraction(s) of City policy, unacceptable personal conduct, or unacceptable job performance. A notification that a reprimand was given shall be made and placed in the employee's personnel file. The employee may attach a written rebuttal to the notation in the personnel file. These notifications will become inactive for the purpose of progressive discipline if, for the period of one year, no repeated incidents of any rules infractions occur.
3. **Written Reprimand:** A written rebuke of an employee for specific infraction(s) of City policy, unacceptable personal conduct, or unacceptable job performance. All written reprimands shall be initialed by the employee and placed in the employee's personnel file and the employee will be given a signed copy. The employee may place a written rebuttal in the personnel folder attached to the reprimand.
4. **Suspension Without Pay:** The ordered absence from duty without pay for a specific period for specific infraction(s) of City policy, unacceptable personal conduct, or unacceptable job performance. A signed letter of cause will be given to the employee as soon as possible but in no case later than the beginning of the regular work day on which the suspension is scheduled to begin, setting the reason for the suspension and its duration. A copy will be made a permanent part of the employee's personnel folder and a copy will be forwarded to the City Manager. An employee suspended without pay may use previously accrued vacation days in lieu of suspension days.
5. **Involuntary Demotion:** Reassignment from an employee's current position to one of a lesser starting pay and lower responsibility level for specific infraction(s) of City policy, unacceptable personal conduct or unacceptable job performance when the employee has demonstrated an inability to perform the job duties and responsibilities of that position. A letter of cause will be given to the employee at least ten (10) working days prior to the effective date stating the reason for the demotion and the effective date. The letter of cause will be made a permanent part of the employee's personnel file with a copy forwarded to the City Manager.

6. **Dismissal:** The release of an employee from City service for a specific infraction(s) of City policy, unacceptable personal conduct, or unacceptable job performance. A letter of dismissal shall be provided to the employee stating the reason for dismissal.

ARTICLE 18 GRIEVANCE PROCEDURE

The following procedure is established for the prompt resolution of grievances or disputes which may arise out of the interpretation or application of this Agreement. By mutual agreement, the parties may extend any time deadline established in this Article. Absent such agreement, however, if Fire Management or the City fails to issue a timely response to a grievance as provided for in this Article, the Union may immediately advance such grievance to the next step. If the Union or a Member fails to comply with any time limit, the grievance shall not be considered further.

Section 18.1 Member Grievances

Any employee covered by this Agreement who believes he or she has a grievance arising out of the interpretation or application of this Agreement and/or the Union may initiate and process such grievances, as set forth below.

Step 1: The employee and/or Union may take the matter up orally or in writing with his or her immediate supervisor outside the bargaining unit, or at the first step above the supervisory level at which the grievance arises, within fifteen (15) days after the employee knew or reasonably should have known of the facts giving rise to the grievance. The parties desire to resolve as many grievances as possible at this step, but in any event, the supervisor shall give the employee an answer within fifteen (15) days after the grievance has been presented to him or her.

Step 2: If the matter is not satisfactorily resolved in Step 1, the employee, with a Union representative, may advance the grievance within fifteen (15) days after receipt of the answer in Step 1, to the Deputy Chief or next supervisory level. At this stage, the grievant shall provide a written statement of the grievance, containing a concise statement of the facts giving rise to the grievance, the applicable section of the Agreement, and the relief sought. Within fifteen (15) days after receipt of the written grievance, or such time as may be agreed upon in writing by the Deputy Chief, the employee and the designated representative(s) of the Union, the parties shall meet and try to resolve the matter. Within fifteen (15) days after such meeting, the Deputy Chief shall give his/her answer in writing to the Union.

Step 3: If the matter is not satisfactorily resolved in Step 1 or 2, the employee with the Union, may take the matter to the Fire Chief, or his or her designated representative, by submitting a copy of the grievance and the answer to the Fire Chief within fifteen (15) days after receipt of the answer in Step 2. Either the Union or the Fire Chief may request a meeting to discuss the grievance. This

meeting shall be held within fifteen (15) days of submission of the grievance at this step. The Fire Chief will give the Union a written answer within fifteen (15) days of the meeting, or within fifteen (15) days of the submission, if no meeting is requested.

Step 4: If the Union is not satisfied with the answer received in the preceding step, it may submit grievance to the Assistant to the City Manager, or his or her designated representative, within fifteen (15) days thereafter. During this period, a meeting between the Assistant to the City Manager-Human Resources and the Union shall be held if requested by the Union or the Assistant to the City Manager. The Assistant to the City Manager will give the Union a written answer within fifteen (15) days of the meeting, or within fifteen (15) days of the submission, if no meeting is requested.

Step 5: If the Union is not satisfied with the answer received in the preceding step, it may submit the grievance to the City Manager, or his or her designated representative, within fifteen (15) days thereafter. During this period a meeting between the City Manager and the Union shall be held if requested by the Union or the City Manager. The City Manager will give the Union a written answer within fifteen (15) days of the meeting, or within fifteen (15) days of the submission, if no meeting is requested.

Section 18.2 Union Grievances

The Union may directly initiate a grievance involving the prospective interpretation or application of this Agreement, or matters beyond the jurisdiction of any one supervisor at the supervisory level at which the action giving rise to the grievance was taken, or at one level above such supervisory level in writing, with the original to the Fire Chief and a copy to the Assistant to the City Manager, within the time periods set forth above. Such grievances may be processed through the Steps, as set forth above.

Section 18.3 Grievances Arising from Disciplinary Action

Grievances challenging discharge, demotion or suspension can be submitted to the Assistant to the City Manager as described above in Step 4 within fifteen (15) days of a Notice of Disciplinary Action, e.g., within fifteen (15) days after the Fire Chief has issued his/her decision following the predetermination hearing.

Within fifteen (15) days of the issuance of the Assistant to the City Manager's answer, an election must be made in discharge, demotion or suspension cases if the matter is to proceed further to Step 5. Assuming that the grievant desires to pursue the matter further, an election can be made to proceed before the City Manager.

Section 18.4 Disciplinary Grievances of Newly Hired Employees

Newly hired employees who are disciplined or discharged during their initial probationary period shall have the right to appeal such discipline or discharge through the grievance procedure, but

shall not have the ability to arbitrate such grievances. This section shall not apply to permanent employees on probationary status due to promotion.

Section 18.5 Final Resolution

Grievances may be settled at any of the steps of the grievance procedure, and if the settlement is reduced to writing and signed by representatives of both the Union and the City, such resolution shall be final to the grievance.

If the grievance is not resolved by the steps provided above, the following alternative procedures will be available:

1. The matter shall be submitted to advisory arbitration at the request of either the City or the Union. In the event the parties cannot agree upon an arbitrator, the arbitrator shall be selected from a panel submitted by the Federal Mediation and Conciliation Service with the party requesting arbitration striking the first name from the list. To the extent that such arbitration involves an issue of discipline or discharge imposed upon a bargaining unit employee after his/her initial probationary period, the parties agree to abide by the advisory decision of the arbitrator.
2. The City and the Union may agree to submit the matter to binding arbitration. In such event, the agreement to arbitrate shall specify the issues to be submitted, the name of the arbitrator or the procedure for selecting an arbitrator, and any necessary procedural details.
3. The decision of the arbitrator shall be subject to the following conditions:
 - a. The arbitrator shall determine the procedural rules of arbitration, and make such orders during the pendency of the proceeding as are necessary to enable the arbitrator to act effectively.
 - b. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Collective Bargaining Agreement.
 - c. The arbitrator shall have no power to establish or change any wage rates.
 - d. The arbitrator shall have discretion to reduce or raise the discipline imposed.
 - e. The costs of the arbitrator shall be shared equally by the City and the Union.
 - f. The arbitrator shall render his/her award within thirty (30) days of the close of the hearing or receipt of the parties' briefs, whichever is later.
 - g. This provision does not extend to negotiations for amendment of this Collective Bargaining Agreement or for mediation of any disagreements

involved in such negotiation.

In the event that arbitration is not requested within fifteen (15) days of the Assistant to the City Manager decision, (or the City Manager's decision, if the dispute has been submitted to him/her) the matter shall be considered resolved.

The parties may agree in writing to any other recognized form of dispute resolution, including scheduling of meetings involving the same or different individuals or use of third parties.

ARTICLE 19 LABOR MANAGEMENT COMMITTEE

Section 19.1 Labor/Management Committee

There will be a Labor/Management Committee with equal representation from the City and the Union. This committee shall be co-chaired. The co-chair persons are responsible for preparing a written agenda at least ten (10) calendar days in advance of the meeting.

Section 19.2 Meeting Date & Times

The committee shall meet at least every other month at a time agreeable to both parties. The committee shall also be convened within five (5) calendar days of a request from either the Union or the City to address issues of a critical or emergency nature.

Section 19.3 Informal Meetings

This Committee does not preclude officers or other supervisors of the Fire Department from meeting with Stewards or other designated Union representatives on an informal basis.

Section 19.4 Changes

This Committee is not vested with the power to change, modify, or alter this Agreement.

Section 19.5 New Rules & Policy

The City agrees to provide the Union with advance notice regarding the development and promulgation of any broadly-based rules or policies that may affect Bargaining Unit members and to provide the Union an opportunity for meaningful input into such development and promulgation. Such notice and opportunity shall be provided at the earliest date possible. In the event the City determines a policy change should be implemented on an emergency or urgent basis, the change may be preliminarily implemented, but the new policy shall remain subject to discussion through the Labor/Management Committee and challenge through the grievance procedure, if desired, before it is finalized.

Section 19.6 Alternate Structures

In lieu of the Labor/Management Committee provision set forth above, the parties may adopt mutually agreeable alternative committee structures and procedures. The parties have adopted

the alternative set forth in Appendix D. If the parties cease using the alternative set forth in Appendix D, the provisions of this Article 19 will apply.

ARTICLE 20 RETIREMENT SYSTEM & DEFERRED COMPENSATION PLAN

Section 20.1 Missouri Local Government Employees Retirement System

Upon completion of six (6) months of employment, an employee shall be enrolled in the Missouri Local Government Employees Retirement System (LAGERS) Benefit Program L-6.

Section 20.2 Deferred Compensation Plan

Members of Local No. 42 employed by the City shall be afforded the option of entering into a Deferred Compensation Plan governed by the Internal Revenue Code Section 457. A company with an established program shall administer the deferred compensation program. It is however understood that the City will make available the IAFF Financial Corporation 457 Plan as either the sole option, or one of the options that bargaining unit members may participate in, provided the City is required to incur no substantial additional costs as a result of offering such plan. Bargaining unit members will be entitled to transfer 457 plan assets to the plan of choice without penalty.

ARTICLE 21 PAYROLL DEDUCTIONS

Section 21.1 Credit Union

The City agrees to payroll deduction for a Union selected Credit Union provided the City is required to incur no significant additional costs as a result of offering such option.

ARTICLE 22 PAY

Through the end of Fiscal Year 2024, pay for the members of the bargaining unit shall be in accordance with this Article and the attached Appendices.

Section 22.1 Wages in Fiscal Year 2022

Effective April 1, 2021 (FY 2022), all positions shall be reclassified to the Step Grades reflected in Appendix B. All Bargaining Unit Members shall be placed in the same step as they currently occupy, but within their new Step Grade. Pay raises resulting from this reclassification shall be effective for the first full pay period of FY 2022.

Additionally, all Bargaining Unit Members shall receive a step increase on their anniversary date during FY 2022.

Section 22.2 Wages in Fiscal Year 2023

All Bargaining Unit Members shall receive a step increase on their anniversary date occurring during FY 2023.

Section 22.3 Wages in Fiscal Year 2024

All Bargaining Unit Members shall receive a step increase on their anniversary date occurring during FY 2024.

Section 22.4 Promotion Increase

If the employee is promoted, and that employee has received the approved merit pay increase for that fiscal year, then they shall be advanced to the step on the salary schedule that will result in at least a five percent (5%) increase in the employee's pay.

If the employee is promoted, and that employee has not received the approved merit pay increase for that fiscal year, then they shall be advanced to the step on the salary schedule that will result in at least a seven and one-half percent (7.5%) increase in the employee's pay.

The promotion of any employee will establish a new anniversary date for pay purposes on the effective date of the promotion which will be referred to as their new Rank Date.

In no event will any promotional increase place the promoted employee above the top salary in the new rank.

Section 22.5 Working Out of Class (WOC)

Whenever a vacancy in the position of Fire Apparatus Operator, Captain, or Shift Commander (Battalion Chief) exists due to an absence or otherwise, a qualified employee in the next lower rank shall work out of class for the length of the vacancy. The employee working out of class will be compensated for all hours actually worked in the out-of-class position at the lowest step of the position they are filling that represents an increase of at least five percent (5%) above their current regular wage rate.

A list of employees determined to be qualified for temporary promotion shall be maintained by the Fire Chief and a copy provided to the Union. Opportunities for paid service as temporarily promoted employees shall be rotated as equally as practicable among all of the qualified employees within the station on the shift on which the vacancy occurs. Where no qualified employee is available within the station, employees may be transferred as needed to provide coverage.

If a vacancy exists, due to whatever reason, that is longer than a pay period, Fire Management has the right to move the highest member on a promotional list to WOC in that vacancy.

Section 22.6 Update to Pay Study

During FY 2022, the City will contract to have its most recent pay study updated and will share the results of the update with the Lodge.

ARTICLE 23 AFFECTED BENEFITS

Those benefits, which were entered into and modified, are the only benefits affected. The Union and the City agree that employees within this bargaining unit shall be entitled to the same

benefits, as they may be amended from time-to-time, as are available to the City's non-represented personnel as a whole.

ARTICLE 24 SAVINGS CLAUSE

If any provision of this Agreement or the application of such provision should be rendered or declared by any court or be reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 25 TERM OF AGREEMENT

Section 25.1 Term of Agreement

This Collective Bargaining Agreement will become effective upon ratification by the bargaining unit and adoption by the City Council, and remain in effect until 07:59:59, April 1, 2024.

Section 25.2 Reopeners

In the event that the City receives recommendations concerning a Fire District Consolidation that would directly affect bargaining unit members covered under this Agreement, the City and the Union shall meet to discuss relevant items, including a reopening of negotiations of this Agreement, if necessary.

In the event that the City receives information from their annual Pay Study review that suggests modification to the pay scales and/or step placement of bargaining unit members covered by this Agreement, the City may reopen negotiations to discuss amendments to those items.

Section 25.3 Renewal

This Agreement shall automatically renew upon the expiration date and remain in effect from year to year, unless either party notifies the other in writing at least sixty (60) days prior to the expiration date, of a desire to modify the Agreement.

Section 25.4 Negotiations of New Agreement

Negotiations shall commence within forty-five (45) days of either party's notification that it desires to modify this Agreement. Such notification may be made between September 1, 2023 and January 30, 2024.

IN WITNESS WHEREOF, the parties hereto have executed amendments to this AGREEMENT on the ____ day of March, 2021.

FOR THE CITY:

FOR THE UNION:

Alexa Barton, City Manager

Tim Dupin, President

John T. Sapp, Fire Chief

Robert van Voorst, Exec. Board Member

Jeff Davis, Mayor

APPENDIX A



**PAYROLL DEDUCTION AUTHORIZATION FOR
UNION DUES**

NAME: _____

SOCIAL SECURITY #: _____

ADDRESS: _____

Effective this date, I hereby authorize the City of Belton, Missouri to deduct from my pay an amount equal to the dues charged members of Local No. 42 of the International Association of Fire Fighters (Local No. 42), including any amounts for other fees and/or assessments appropriately levied by the membership of Local No. 42. Currently, Local No. 42's membership dues are in the amount of _____ each pay period, as established by official action of the membership of Local No. 42.

I further authorize that amounts equal to future dues, fees and assessments are to be deducted from my pay at the rate established by appropriate action of the membership of Local No. 42, when such adjustments are made. Such adjusted rate shall be deducted the first full pay period after the effective date of the adjustment.

This authorization shall be irrevocable for one (1) year or until the expiration of the Collective Bargaining Agreement, whichever occurs first. Thereafter, revocation may be made by written notice to the Union and the City of Belton, Missouri, by certified mail, postmarked within seven (7) days of the anniversary of this authorization.

This authorization is in no way contingent upon my status as a member of Local No. 42.

SIGNATURE DATE

**ADDITIONAL AUTHORIZATION FOR
INITIATION FEE**

In addition to the above authorization, I am further directing and authorizing the City of Belton, Missouri to deduct the additional amount of _____ from my first pay check for payment of my IAFF Local No. 42 initiation fee.

SIGNATURE DATE

APPENDIX B

PAY SCALES

Firefighter-EMT	F39 (Steps 1-18)
Firefighter-Paramedic	F44 (Steps 1-18)
Fire Apparatus Operator	F49 (Steps 6-18)
Captain	F55 (Steps 6-18)

SALARY SCHEDULE FOR LOCAL 42 COMMENCING WITH FY22 (Contingent on budget appropriation)

CITY OF BELTON																			
SALARY SCHEDULE - FIRE/EMS - 24 HOUR																			
Effective April 1, 2021																			
Step Grade		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
F39	Hour	14.6918	15.0591	15.4356	15.8215	16.2170	16.6224	17.0380	17.4640	17.9006	18.3481	18.8068	19.2770	19.7589	20.2529	20.7592	21.2782	21.8102	22.3555
	OT	22.0377	22.5887	23.1534	23.7323	24.3255	24.9336	25.5570	26.1960	26.8509	27.5222	28.2102	28.9155	29.6384	30.3794	31.1388	31.9173	32.7153	33.5333
	Biweek	1,557.33	1,596.26	1,636.17	1,677.08	1,719.00	1,761.97	1,806.03	1,851.18	1,897.46	1,944.90	1,993.52	2,043.36	2,094.44	2,146.81	2,200.48	2,255.49	2,311.88	2,369.68
	Month	3,374.22	3,458.57	3,545.04	3,633.67	3,724.50	3,817.61	3,913.06	4,010.90	4,111.17	4,213.95	4,319.30	4,427.28	4,537.96	4,651.42	4,767.70	4,886.89	5,009.08	5,134.31
	Annual	40,490.60	41,502.88	42,540.51	43,604.05	44,694.05	45,811.33	46,956.73	48,130.78	49,334.05	50,567.36	51,831.54	53,127.41	54,455.53	55,816.99	57,212.36	58,642.72	60,108.91	61,611.76
F44	Hour	16.6224	17.0380	17.4640	17.9006	18.3481	18.8068	19.2770	19.7589	20.2529	20.7592	21.2782	21.8102	22.3555	22.9144	23.4873	24.0745	24.6764	25.2933
	OT	24.9336	25.5570	26.1960	26.8509	27.5222	28.2102	28.9155	29.6384	30.3794	31.1388	31.9173	32.7153	33.5333	34.3716	35.2310	36.1118	37.0146	37.9400
	Biweek	1,761.97	1,806.03	1,851.18	1,897.46	1,944.90	1,993.52	2,043.36	2,094.44	2,146.81	2,200.48	2,255.49	2,311.88	2,369.68	2,428.93	2,489.65	2,551.90	2,615.70	2,681.09
	Month	3,817.61	3,913.06	4,010.90	4,111.17	4,213.95	4,319.30	4,427.28	4,537.96	4,651.42	4,767.70	4,886.89	5,009.08	5,134.31	5,262.67	5,394.25	5,529.11	5,667.35	5,809.03
	Annual	45,811.33	46,956.73	48,130.78	49,334.05	50,567.36	51,831.54	53,127.41	54,455.53	55,816.99	57,212.36	58,642.72	60,108.91	61,611.76	63,152.09	64,731.00	66,349.32	68,008.16	69,708.33
F49	Hour	18.8068	19.2770	19.7589	20.2529	20.7592	21.2782	21.8102	22.3555	22.9144	23.4873	24.0745	24.6764	25.2933	25.9256	26.5737	27.2380	27.9190	28.6170
	OT	28.2102	28.9155	29.6384	30.3794	31.1388	31.9173	32.7153	33.5333	34.3716	35.2310	36.1118	37.0146	37.9400	38.8884	39.8606	40.8570	41.8785	42.9255
	Biweek	1,993.52	2,043.36	2,094.44	2,146.81	2,200.48	2,255.49	2,311.88	2,369.68	2,428.93	2,489.65	2,551.90	2,615.70	2,681.09	2,748.11	2,816.81	2,887.23	2,959.41	3,033.40
	Month	4,319.30	4,427.28	4,537.96	4,651.42	4,767.70	4,886.89	5,009.08	5,134.31	5,262.67	5,394.25	5,529.11	5,667.35	5,809.03	5,954.25	6,103.09	6,255.66	6,412.06	6,572.37
	Annual	51,831.54	53,127.41	54,455.53	55,816.99	57,212.36	58,642.72	60,108.91	61,611.76	63,152.09	64,731.00	66,349.32	68,008.16	69,708.33	71,450.95	73,237.12	75,067.93	76,944.76	78,868.45
F55	Hour	21.8102	22.3555	22.9144	23.4873	24.0745	24.6764	25.2933	25.9256	26.5737	27.2380	27.9190	28.6170	29.3324	30.0657	30.8173	31.5877	32.3774	33.1868
	OT	32.7153	33.5333	34.3716	35.2310	36.1118	37.0146	37.9400	38.8884	39.8606	40.8570	41.8785	42.9255	43.9986	45.0986	46.2260	47.3816	48.5661	49.7802
	Biweek	2,311.88	2,369.68	2,428.93	2,489.65	2,551.90	2,615.70	2,681.09	2,748.11	2,816.81	2,887.23	2,959.41	3,033.40	3,109.23	3,186.96	3,266.63	3,348.30	3,432.00	3,517.80
	Month	5,009.08	5,134.31	5,262.67	5,394.25	5,529.11	5,667.35	5,809.03	5,954.25	6,103.09	6,255.66	6,412.06	6,572.37	6,736.67	6,905.09	7,077.71	7,254.64	7,436.01	7,621.90
	Annual	60,108.91	61,611.76	63,152.09	64,731.00	66,349.32	68,008.16	69,708.33	71,450.95	73,237.12	75,067.93	76,944.76	78,868.45	80,840.09	82,861.07	84,932.48	87,055.70	89,232.11	91,462.82

APPENDIX C

CONDITIONS AND IMPLEMENTATION PROCEDURES FOR A GENERAL SALES TAX DEDICATED TO PUBLIC SAFETY AND CITIZENS OVERSIGHT COMMITTEE

Below are certain supplemental agreements and understandings related to the Collective Bargaining Agreement (CBA) between the City of Belton, Missouri (“City”) and Local 42 of the International Association of Fire Fighters (“Union”).

The City and the Union have met regarding the implementation of the General Sales Tax increase dedicated to Public Safety and the parties are in general agreement of the procedures to implement those measures.

The City will implement a nine-member Public Safety Sales Tax Oversight Committee, as provided for in Resolution 2018-44, with the Union appointing one member to said Committee. The Committee shall meet at least semi-annually to review the collection and expenditure of revenue from the General Sales Tax for Public Safety, as outlined in the Resolution. The City further agrees that the total of the revenue created by the General Sales Tax for Public Safety shall be divided equally between the Police Department and the Fire Department, and used to fulfill the needs of those departments (compensation, staffing, equipment, etc.).

APPENDIX D

PARTNERSHIP AGREEMENT FOR THE CITY OF BELTON, MISSOURI, FIRE DEPARTMENT LABOR MANAGEMENT STEERING COMMITTEE

I INTRODUCTION

The parties to this Agreement believe that the establishment of this Committee, under this Agreement, is an appropriate and effective way to establish and maintain a cooperative relationship between management and labor. The parties further believe that a stable and productive work relationship between labor and management will be achieved resulting in positive and long-term gains to management and labor and the public served by the Belton, Missouri, Fire Department (Fire Department or Department).

II STATEMENT OF PHILOSOPHY & PURPOSE

The Fire Department and its employees are committed to providing the highest level of emergency and non-emergency service to the citizens of Belton, Missouri, in the most efficient and cost-effective manner, while recognizing that all employees deserve to be valued and respected and that they deserve to be provided the resources necessary to deliver this service safely and professionally. The parties believe that the establishment and operation of this Committee will enhance the ability of the Department and its employees to fulfill this commitment.

It's the Committee's view that all issues arising in the workplace are best addressed through cooperative action. The Committee also recognizes that the persons who are affected by workplace operations, policies, rules, decisions and so forth, including contemplated changes to such operations, policies, rules, decisions and so forth, should be involved in the formulation, planning, analysis, implementation and/or change or improvement to such operations, policies, rules and decisions. The persons directly involved and affected are not only the most likely to have the best and most realistic ideas, but, also, deserve to be involved in decisions that affect the quality of their work and the quality of their work life.

It is the express role and purpose of the Committee to serve as a vehicle for bringing life to the philosophy and beliefs described therein. The Committee is committed to guide and develop projects, programs and ways of working that make it possible to improve the quality of work and the quality of working life of the members of the Belton, Missouri, Fire Department, while enhancing the delivery of emergency and non-emergency services to the citizens of Belton, Missouri.

III GROUND RULES

- A. **Parties:** The parties to this Agreement are Fire Administration, which is the senior management of the Belton, Mo. Fire Department (hereinafter "Department"). This includes the Fire Chief, Assistant Chief and all Battalion Chiefs. Local No. 42 International Association of Fire Fighters (hereinafter "Local 42"). Each party shall

appoint its representatives to this Labor/Management Steering Committee (hereinafter “Committee” or “Steering Committee”), as provided for below.

- B. **Issues Addressed:** Labor/Management activities of the Committee shall be directed toward issues of mutual concern. While the issues mutually agreed upon to be addressed by the Committee shall not otherwise be limited, the Committee recognizes that it may not alter, amend or negate any provision of an existing memorandum of understanding, except by proper means and with proper authorization.
- C. **Voluntary Involvement:** Participation in the Committee, by the parties, Fire Administration, and Local 42, is voluntary. Any party may withdraw from the Committee at any time by providing written notice to the other parties. Further, as noted above, only those issues agreeable to all parties shall be addressed. Individual members and alternates of the various committees shall serve until replaced.

IV STEERING COMMITTEE, STANDING COMMITTEE & PROJECT TEAMS

This Agreement authorizes the establishment of the Steering Committee, certain Standing Committees and Project Teams.

- A. **Steering Committee:** Cooperative Labor/Management activities shall be overseen by the Steering Committee. The purpose of the Steering Committee is to act as the coordinating group and sanctioning body for all Labor/Management efforts and programs. Under no circumstances shall any joint Labor/Management effort be undertaken without the express approval of the Steering Committee.
 - a. The Steering Committee shall meet every other month to:
 - i) Communicate and discuss new issues, developments and concerns.
 - ii) Define and approve areas for organizational improvement activities and to establish priorities for such efforts.
 - iii) Establish and choose assignments for itself, the Standing Committees and Project Teams.
 - iv) Review, guide, monitor and evaluate the work of all Labor Management activities, including the work of the Standing Committees and Project Teams.
 - v) Decisions of the Steering Committee will be periodically communicated to the members of the Fire Department, in writing. In addition, the Steering Committee will publish and distribute an annual report.
 - b. Representation:

- i) The Steering Committee shall be a bilateral body composed of representatives, and an equal number of alternates, from Fire Administration, and Local 42.
- ii) Fire Administration shall have three (3) members, and three (3) alternates, on the Steering Committee, to be selected from the members of Fire Administration, in a manner decided by Fire Administration. In addition, Fire Administration shall have one non-voting member who shall serve as the logistical coordinator for the Committee.
- iii) Local 42 shall have three (3) members, and three (3) alternates, on the Steering Committee, to be selected from the members of Local 42, in a manner decided by Local 42, consistent with the constitutions and by-laws of the local and its international union.
- iv) Each party, Fire Administration, and Local 42, may appoint a number of alternates equal to the number of representatives the party has on the Steering Committee. A designated alternate may attend Steering Committee meetings, in the absence of one of the regularly appointed members. Other than filling in for an absent committee member, alternates will not be expected to attend Steering Committee meetings. Alternates will be trained prior to assuming any Committee duties.

B. Standing Committees:

- a. The Steering Committee will establish Standing Committees to address certain ongoing, year-round Departmental issues. The committees referenced in the Collective Bargaining Agreement, will normally be standing committees.
- b. Representation on the Standing Committees will be as determined by the Steering Committee, unless otherwise specified in one of the memoranda of understanding.
- c. Standing Committees may designate sub-committees to address particular issues being considered.
- d. Final action by Standing Committees shall be in the form of recommendations to the Steering Committee, unless otherwise provided by the Steering Committee.
- e. Recommendations or other final action by Standing Committees, if approved and adopted by the Steering Committee, will be communicated by the Steering Committee, as provided for above.

C. Project Teams:

- a. The Steering Committee will establish Project Teams to address issues and projects of a specific nature and/or for a specific duration.
- b. Representation on the Project Teams will be as determined by the Steering Committee, unless otherwise specified in one of the Collective Bargaining Agreement.
- c. Project Teams may designate sub-committees to address particular issues being considered.
- d. Final action by Project Teams shall be in the form of recommendations to the Steering Committee, unless otherwise provided by the Steering Committee.
- e. Recommendations or other final action by Project Teams, if approved and adopted by the Steering Committee, will be communicated by the Steering Committee, as provided for above.

D. Leadership & Governance:

1. Steering Committee & Standing Committee Chairs:

- a. The Steering Committee, Standing Committees and Project Teams shall be jointly chaired by two (2) members, one (1) designated by each party, Fire Administration, and Local 42.
- b. The responsibility for chairing meetings of the Steering Committee and Standing Committees shall be rotated every other month, among Fire Administration, and Local42.
- c. Chair responsibilities for Project Teams and Sub-Committees shall rotate as determined by the Steering Committee, with consideration of the likely duration of the Project Teams project.
- d. It is the joint responsibility of the Chairs to ensure committee progress and direction.

2. Governance:

- a. A quorum of the Steering Committee must be present to conduct business. A quorum shall consist of no less than five (5) members, including at least one (1) member or alternate from each party.
- b. Decisions of the Steering Committee, Standing Committees and Project Teams shall be by consensus.
- c. Consensus decision making shall be defined as follows:

A group reaches consensus when all members agree upon a single alternative, and each group can honestly say: I believe that you understand my point of view and that I understand yours. Whether or not I prefer this decision, I support it because it was reached fairly and openly, and it is the best solution for us at this time.

- d. The Steering Committee, Standing Committees and Project Teams will keep minutes, which shall consist of a record all actions taken and decisions reached. Such minutes will be reviewed and approved at the meeting following the meeting at which they were recorded.

3. Steering Committee Coordinator (Coordinator):

- a. The Coordinator is responsible for keeping and posting regular minutes for the Steering Committee.
- b. The Coordinator is responsible for preparing and distributing meeting agendas and communicating the time and place of meetings.
- c. The coordinator will maintain a record of all meeting agendas and approved minutes.
- d. Standing Committees, Project Teams and Sub-Committees will designate a member to serve the Coordinator's role, as needed.

4. Facilitator(s):

- a. The Steering Committee may utilize a neutral facilitator to assist the Steering Committee, Standing Committees or Project Teams.
- b. The role of the facilitator may vary but is intended to assist the parties in constructing a long term, productive, working relationship.
- c. The facilitator shall be a neutral that is acceptable to all parties.

- E. **OTHER SUBJECT MATTER EXPERTS:** The Steering Committee, Standing Committees, Project Teams and Sub-Committees may, from time to time, have non-committee members participate in meetings because of their subject matter expertise. Such persons shall not have a vote in committee actions or decisions.

V COMMUNICATIONS

- A. **Official Communications:** E-mail will be the official means of communications for the Steering Committee.

- B. **Distribution and Publication of Minutes:** Minutes, once approved, will be distributed Department wide by e-mail, fax and posting on work site bulletin boards.
- C. **Agendas and Meeting Times:** The Steering Committee will meet every other month on the _____ of the month, unless otherwise agreed upon. Each Steering Committee Co-Chair will be responsible for submitting agenda items to the Coordinator the at least seven (7) calendar days before the meeting. The Coordinator will provide meeting notice and agendas to all members no later than Monday prior to the meeting. Standing Committees, Project Teams and Sub-Committees will follow a similar procedure.
- D. **Additional Tracking and Documentation:** All committees and teams will be expected to track and document their activities and progress. Annually, or upon completion of an assignment, these tracking documents will be given to the Coordinator for filing. As noted above, the Steering Committee will publish an annual report.

VI TRAINING & SUPPORT

Proper training will be provided to members of the Steering Committee, Standing Committees and Project Teams, in key skills such as problem analysis, problem solving, communications, active listening, team building, handling of differences and behavior for effective group functioning. At a minimum, all members and alternates will receive training in basic labor/management team concepts, this Agreement and process of consensus based decision making.

VII TERM OF AGREEMENT

- A. **Date:** This Agreement is effective the 1st day of April in the year 2015 and will remain in effect until terminated by one or more of the parties.

Any party may terminate this Agreement by written notice to the other parties.

APPENDIX E
INSURANCE RATES FOR FISCAL YEAR 2021

Medical Rates	Monthly Rate	Monthly City Portion	Monthly EE Portion
Open Access Plus HMO			
Individual	\$709.58	\$630.02	\$79.56
Employee Plus	\$1,668.75	\$1,172.69	\$496.06
Family	\$1,868.41	\$1,172.69	\$695.72
Open Access Plus PPO			
Individual	\$630.02	\$630.02	\$0.00
Employee Plus	\$1,481.23	\$1,172.69	\$308.54
Family	\$1,657.95	\$1,172.69	\$485.26
Open Access Plus QHDHP			
Individual	\$569.29	\$630.02	*
Employee Plus	\$1,339.59	\$1,172.69	\$166.90
Family	\$1,500.13	\$1,172.69	\$327.44
* The city contributes \$60.72 to the employee's HSA.			

SECTION X

D

R2021-18

A RESOLUTION AUTHORIZING AND APPROVING THE LABOR AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI, AND THE FRATERNAL ORDER OF POLICE WEST CENTRAL MISSOURI REGIONAL LODGE #50.

WHEREAS, the City of Belton recognized the Fraternal Order of Police West Central Lodge #50 (hereinafter referred to as “Lodge”) as the exclusive bargaining unit for the full time sworn law enforcement officers of the rank of Sergeant and below on February 9, 2016 under Resolution No. R2016-05; and

WHEREAS, the City and the Lodge have since operated under a mutually agreed collective bargaining agreement that was approved by the City Council; and

WHEREAS, the City’s and Lodge’s negotiating teams have been negotiating the terms and conditions for a follow-on labor agreement to be effective April 1, 2021; and

WHEREAS, the City Council believes that the Labor Agreement, herein attached to this ordinance, is a fair representation of the rights and responsibilities of the City, Management, Lodge and full time sworn law enforcement officers of the rank of Sergeant and below.

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

SECTION 1. That the Labor Agreement, herein attached to and incorporated in this Resolution is hereby approved.

SECTION 2. That the City Manager is authorized and directed to execute the Labor Agreement on behalf of the City.

SECTION 3. That this resolution shall be in full force and effect from and after its passage and approval and upon the approval of the Labor Agreement by the Lodge membership.

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

Duly read and approved this ____ day of _____, 2021.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 23rd day of March, 2021, and adopted at a regular meeting of the City Council held the 23rd day of March, 2021 by the following vote, to wit:

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

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

CITY OF Belton, MISSOURI

AND

FRATERNAL ORDER OF POLICE

WEST CENTRAL MISSOURI REGIONAL

LODGE # 50



April 1, 2021 – January 31, 2023

LABOR AGREEMENT

Article I. Preamble

Section 1.01 Parties

This agreement has been developed by the Fraternal Order of Police, West Central Missouri Regional Lodge #50, herein called the "Lodge," and the City of Belton, Missouri, herein called the "City."

Section 1.02 Conflicts

In the event that any provision of this Agreement conflicts with the City's-Personnel Code, with any of the policies and procedures of the City's Police Department (hereinafter, the "Department,"), or with any other written directives issued by management, the provisions of this Agreement shall be controlling.

Section 1.03 Definitions

As used throughout this agreement, the term "working days" shall mean Monday through Friday, excluding holidays.

Article II. Recognition

Section 2.01 Bargaining Unit

The City recognizes the Lodge as the exclusive bargaining representative for all full-time sworn law enforcement officers of the rank of Sergeant and below.

Section 2.02 Added Classification

In the event any new full-time sworn job classification is added to the Department of the rank of Sergeant or below, the City will bargain with the Lodge regarding whether the new job classification should be included in the bargaining unit. If the position is added to the bargaining unit, the City will further bargain with the Lodge regarding the duties and wage scale for the classification.

Section 2.03 Non-Discrimination

The Parties acknowledge and agree that there shall be no discrimination against or harassment of any employee by either party due to the employee's race, gender, color,

national origin, religion, age, disability, sexual orientation, military service status, Lodge membership status or lawful Lodge activities, genetic information, marital status, political affiliation, political activity consistent with federal, state, and local law, or membership in any other category or classification that is protected by law.

Article III. Management Rights

Section 3.01 Management Rights

Except as otherwise expressly provided in this Agreement, the City retains the right to manage the Department, including but not limited to the right to:

- (a) Determine the mission of the City and the Department;
- (b) Direct the working forces;
- (c) Hire, classify, assign, promote, and transfer employees;
- (d) Suspend, demote, discipline, and discharge employees for just cause as defined herein;
- (e) Relieve employees from duty because of lack of work or other legitimate reasons;
- (f) Change existing methods, operations, facilities, equipment, and type or number of personnel;
- (g) Promulgate, make, change, and/or revoke reasonable personnel rules, regulations, policies, and work and safety rules, consistent with this Agreement and applicable law;
- (h) Assign work to bargaining unit and/or civilian support personnel;
- (i) Maintain and/or take steps to enhance the efficiency of the operation of the City and the Department; and
- (j) Take whatever actions may be reasonably necessary to carry out the mission of the City and the Department.

Section 3.02 Rights & Responsibilities

The foregoing powers, rights, authority, and responsibilities, and the adoption of policies, rules, regulations and practices in furtherance thereof shall be exercised in conformity with this Agreement by the City's selected management personnel. Failure of the City and/or Department to exercise any of the Management Rights enumerated above does not diminish the future ability to exercise such Management Rights.

Section 3.03 Operation of Law

Nothing in this Agreement shall be interpreted or construed in a way that would prevent the City and/or the Department from complying with any duty or obligation placed upon the City and/or Department by operation of law.

Article IV. Lodge Rights

Section 4.01 Lodge Representatives

On January 1st of each year, the Lodge shall provide the Department with a list of employees, not to exceed four (4) bargaining unit members, who shall serve as official Lodge representatives for that calendar year.

Section 4.02 Orientation

The City agrees that the Lodge shall be allowed up to twenty (20) minutes while on duty to provide a presentation on Lodge membership to all new full-time personnel. During the presentation, the representative(s) of the Lodge will provide copies of this Agreement, explain the Lodge's function as the exclusive bargaining representative of the employees in the bargaining unit, will provide other information regarding the Lodge and membership therein, and will offer membership in the Lodge to each new full-time employee.

Section 4.03 Bulletin Boards

The City agrees to allow the Lodge to maintain a bulletin board in a central location within the Department. The bulletin board will be for the exclusive use of the Lodge. All items placed on the bulletin board shall be initialed and dated by an officer of the Lodge. Items without a date and initials, or that are incendiary, inappropriate, or disruptive items may be removed by Management and returned to the Lodge.

Section 4.04 Use of Internal Mail (Outlook system)

The Lodge shall be permitted to use the City's email and hard copy internal mail distribution systems for Lodge business, so long as the Lodge's use does not create a burden on the City's electronic and/or physical systems, and so long as such mail use does not hinder on-duty personnel in the performance of their duties. The Lodge shall use the City's email system only for the purpose of communicating with its membership and with Police

Department and City management for such items as meeting notifications, fundraiser, conferences, and training opportunities. All items placed in the hard copy internal mail shall be initialed and dated by an officer of the Lodge. Items without a date and initials, or that are incendiary, inappropriate, or disruptive items may be removed by Management and returned to the Lodge. The Lodge and its members acknowledge that all City mail, whether electronic or physical, is subject to potential monitoring, and may also be subject to public disclosure under the State's sunshine law.

Section 4.05 Dues Deduction

The City will continue to follow direct deposit authorizations received from bargaining unit members, including authorizations calling for withheld amounts to be transferred to Union or Union-affiliated accounts.

Section 4.06 Union Business

Each year, the FOP Lodge 50 President shall designate one union representative from the Department who shall be paid for time spent related to administration of this Agreement including but not limited to participation in labor management meetings, grievance meetings, representing employees during investigatory interviews and attending union regular or special meetings. Such designation shall be done in writing to the City on or before January 31st of each year. Up to three additional representatives of the Union shall be provided with a total of twenty (20) hours per rep per year—to be used by union representatives to conduct union business or attend union-sponsored training seminars or meetings. Union officers or committee members may conduct Union business on city time at their work location as long as such business does not interfere with their job duties and responsibilities. All other Union business shall be performed on non-working time.

Section 4.07 Confidentiality

Bargaining unit personnel shall have the right to consult with a Lodge representative on a confidential basis regarding performance and disciplinary matters. Any Lodge representative, who has any supervisory responsibility over the person or issue involved, shall be excluded from serving as a Lodge representative in any way with regard to that particular issue. Further, the right of confidentiality under this paragraph shall be limited in that all employees of the Police Department shall be obligated to immediately report to senior management and to answer questions about any statement indicating that an employee clearly has committed, or has a current intention to commit, any crime.

Section 4.08 Release of Information

The City shall provide, pursuant to sunshine law request procedures, to the Lodge information and records reasonably relevant to the Lodge's performance of its functions in serving as the exclusive bargaining representative of the employees in the bargaining unit. Where such information involves medical or other confidential data, the City will require the Lodge to present a signed release from each employee covered by the request.

Section 4.09 Request for Information Fee

The City shall notify the Lodge of the estimated charge for compliance with the request. Research and duplication time will be estimated and charged at the lowest hourly pay and benefit rate of available qualified personnel, and copies shall be estimated and charged at 10 cents per page.

Section 4.10 Indemnification

The Lodge shall defend, indemnify and hold harmless the City in the event that a City employee should file a claim against the City for unauthorized dues deduction or release of information, and such deduction or release was pursuant to information, or a request for information, provided by the Lodge to the City.

Article V. Job Descriptions

Section 5.01 Job Descriptions

The Police Department shall maintain job descriptions for all positions within the bargaining units.

Article VI. Specialized Duty Assignments

Section 6.01 Full – Time Specialized Assignments

Full-Time specialized duty assignments shall include, but not be limited to, School Resources Officer, Detectives, and Federal Drug Enforcement Administration (DEA) Officer(s).

Section 6.02 Part – Time Specialized Assignments

Part-time assignments shall include but not be limited to, Special Response Team (SRT) Officers, Field Training Officers, Traffic Specialist, and Voice Stress Examiners.

Section 6.03 Vacancy Posting

When there is a vacancy in any full-time or part-time specialized duty assignment, the Department shall notify the Lodge and all members of the vacancy via interdepartmental e-mail. The posting shall:

- a) Identify the vacant or new position by name and the rank of the position;
- b) Identify the date on which the applications for the position must be received and to whom the applications should be delivered; and
- c) Provide the entry qualifications for the position.

Section 6.04 Bid for Full-Time Special Assignment Vacancy

Bargaining unit employees with four (4) years of service or more, shall submit their bid for vacant full-time positions to the Chief or his or her designee within the time prescribed in the bid posting. Service at other agencies, when credited at hire, shall count toward meeting this threshold. Once the deadline has passed, if no one with four (4) years of service or more applies for said vacancy, the vacant position will be reposted and open for those with less than four (4) years of service. Once the deadline has passed, the Chief or his or her designee shall review the bids and determine if any or all applicants meet the entry qualifications.

All vacant positions shall be subject to an oral board panel consisting of one (1) member of the bargaining unit, selected by the Lodge, who holds or has previously held the assignment being filled, and two or more individuals selected by management. The Chief may additionally elect to administer an appropriate test or tests for certain assignments. The Chief will release the eligibility list and aggregate scores for each bidder. Candidates shall also be provided with a summary of the oral board panel's positive and negative observations of the candidates' performances. Employees shall be paid for all time in interviews and tests or be given time off.

In the event that a member, who has not applied for a full-time position, is required to perform the job involuntarily, the member shall not be required to stay in that position for more than 12 months.

Section 6.05 Selection for Full-Time and Part-Time Assignments

When vacancies in specialized duty assignments are to be filled, the Chief shall select the most qualified bidder using the results of the process outlined herein. If the candidate's overall qualifications are substantially equal, the Chief shall choose the candidate with the most seniority. Candidates, who are not awarded the position, may, in their discretion, meet with the Chief to discuss the reasons why they were not selected for the position.

Section 6.06 Multiple Positions

Personnel who hold part-time specialized assignments may bid for and hold multiple part-time specialized duty assignments, so long as no conflict exists among the positions held.

Article VII. Hours of Work

Section 7.01 Hours of Work

- (a) The Patrol Unit shall work seven (7) twelve (12) hour shifts utilizing a fourteen (14) day cycle with rotating days off working a total of eighty-four (84) hours in a two (2) week period.
- (b) The Investigations Unit and the School Resource Officers shall be assigned to a forty (40) hour work week. Employees working in Investigations and School Resource Officers may "flex" their hours to work different days of the week, provided the supervisor and employee agree to such alterations.
- (c) All bargaining unit employees' hourly pay rates shall be determined by dividing their annual salary by two thousand and eighty (2,080) hours.

Section 7.02 Shift Transfers and Reassignments

Employees may submit written requests to be transferred to any open position on a different shift, unit, section or squad (excepting specialized assignments) through their chain of command. Such requests shall be subject to the approval of the Chief or his designee.

The Chief shall have the authority to reassign any employee or employees to another shift, unit, section, or squad, for legitimate operational reasons. Any potential involuntary reassignment and the specific reasons therefore shall be provided to the Lodge and the employee(s) involved in writing. Involuntary reassignments shall not go into effect until five (5) working days after notice is provided to the employee and the Union, except in cases of emergency as determined by the Chief.

Section 7.03 Meal Breaks

The Department shall make a reasonable attempt to allow officers to receive a thirty (30) minute paid meal break. All employees may receive two (2) fifteen (15) minute rest breaks per shift worked, where reasonably feasible. All breaks may be interrupted or cancelled due to work demands or operational needs of the Department.

Section 7.04 Duty Trade

Employees assigned to the same position shall be eligible to trade shifts between themselves, for their own convenience, subject to approval from the Chief, or his or her designee. Trades must occur within the same pay period. All such trades shall be purely voluntary between the employees involved, and both employees shall be paid for the hours they actually work.

Article VIII. Promotions

Section 8.01 Corporal and Sergeant Promotions

- a) When the Chief determines there is a need to fill one or more Corporal or Sergeant positions and there is a need to create a new promotion eligibility list, he or she shall distribute a notice of the opening(s) via email at least thirty (30) days before the position(s) is to be filled. The email shall specify the number of positions to be filled, the commencement date for the promotional process and the written materials needed to compete in the process. The cost of the written materials shall be borne by the Department. Officers must have a minimum of four (4) years of service with the Department as of the date of the written examination, or have achieved the rank of Master Patrol Officer or Detective, to be eligible to test for corporal. To be eligible to test for sergeant, officers must have three (3) years of service as a corporal or attained the rank of corporal with five (5) years of total service with the Department.
- b) The promotional process shall begin with a written examination, to be purchased from an outside entity. The outside entity shall establish a passing score. Those candidates who pass the written examination will advance to the Oral Board interview. The Department may also contract for an outside/third party entity assessment center to facilitate this process. The outside/third party entity shall have independent discretion to determine all aspects of the testing process consistent with this Article.
- c) The Oral Board shall consist of four (4) members, three (3) of which shall be selected by the Chief with the remaining member designated by the Lodge. The Lodge designee shall be of the same rank as the position to be filled. The Oral Board will interview and score all candidates and shall develop a core set of questions to ask each candidate. The Board may additionally ask appropriate follow up and individual background questions of each employee.
- d) The Oral Board will provide its interview scores to the Chief. Chief will then prepare a list of the top candidates, in scoring order, based upon the overall combined scores received on the written and oral portions of the promotional process. For each opening, the Chief shall select candidate to promote off the list in rank order, provided that the Chief may pass over a candidate for cause.

- e) At the conclusion of the promotional process, each candidate shall receive their individual scores, including their cumulative score in the process as a whole, and their overall scores in each area of assessment, such as oral boards, written examination, and any other area assessed during the promotional process. The Lodge and the Chief shall also receive the list of all candidates' scores. Candidates shall also be provided with a summary of the oral board's positive and negative observations of the candidates' performances.
- f) Each list created during a promotional process shall remain active for two (2) years following the promotion date of the initial successful candidate, or until the list is exhausted, whichever occurs first.
- g) When a candidate is passed over, the Chief, upon request of the individual candidate, shall meet with the passed-over candidate to provide the reasons why the candidate was passed over, to aid the candidate in future promotional opportunities. Any grievance asserting that a candidate was improperly passed over shall be subject to the grievance procedure found in Article XXIV of this Agreement, at Step Three and Step Four only. The Step Four decision shall be final.
- h) Employees shall be paid for time spent in testing or in interviews during the promotional process or given time off.
- i) Should a new Chief be elected or appointed during the term of this agreement, he or she may request a re-opener of this article to discuss potential changes to its provisions. The new Chief may also use the labor-management process to address desired changes.

Article IX. Transitional Duty Assignments

Section 9.01 Duty Related Injury

When an employee is injured in the line of duty, the City shall attempt in good faith to provide transitional duty assignments to him or her, consistent with any restrictions the workers' compensation doctor has identified. The City must first identify positions within the Police Department available for transitional duty before officers are assigned to

transitional duty positions outside the police department. The city is under no obligation to create a position or job.

Section 9.02 Acceptance of Transitional Duty

Employees with work-related illnesses or injuries must accept and perform transitional assignments that are offered to them, in accordance with Departmental Policy, so long as the assignment is fully consistent with all medical restrictions. Any employee who declines a transitional duty assignment will be subject to reduction in workers' compensation pay, to the extent allowed under State law.

Article X. Wages

Section 10.01 Wage Scale and Annual Step Increases

The monthly base step pay salary schedule for all employees in the bargaining unit shall be in accordance with the monthly pay schedule attached in Appendix A. Officers shall advance to the next step in the pay salary schedule on the annual anniversary of their date of hire. Master police officers, corporals and sergeants shall advance to the next step on the annual anniversary of their promotion to their current rank. To be eligible for a step increase, employees must receive a satisfactory (meets expectations) rating on their most recent annual evaluation. All step increases shall be subject to funding appropriations and future year step increases may be subject to the annual wage re-opener outlined in 10.08.

Section 10.02 Field Training Officer (FTO) Pay

The Department shall designate at least two (2) FTOs per shift that will receive the premium pay provided in this section. Field Training Officers (FTOs) shall receive one hundred dollars (\$100.00) per month when serving as an FTO, in each month when actively engaged in training a new hire.

Section 10.03 Call Back Pay

Any employee, who is called to work and reports for work during unscheduled off-duty hours as an unscheduled emergency recall, will receive (2) hours or actual hours worked whichever is greater, at the employee's overtime rate. This provision shall not apply to early call in or holdover hours.

Section 10.04 Court Time

Employees who are required to attend municipal court, during non-work hours, as a result of the performance of their assigned duties shall be compensated for a minimum of two (2) hours or actual time worked at the employee's overtime rate.

Employees who are required to attend-state or federal court, during non-work hours, as a result of the performance of their assigned duties shall be compensated for a minimum of three (3) hours or actual time worked at the employee's overtime rate.

Section 10.05 Jury Pay

In the event an employee is called for jury duty, the employee shall be granted time off with pay as needed, to allow the employee to attend court when required and to avoid requiring any employee to perform night duty when the employee will be expected to be in court the next morning. Off-duty employees shall not be compensated for travel time to the courthouse.

Section 10.06 Bilingual Personnel

Employees who are conversationally fluent in Spanish and/or ASL sign language, as determined by the passage of a test administered by the Police Department, shall be paid an incentive of \$34.62 per pay period (\$900 per year).

Section 10.07 Detective Clothing Allowance

Employees, who are assigned to plain clothes positions in the Investigations Unit, shall be provided with a clothing allowance of \$600.00 per year.

Section 10.08 Wage Reopener

On or before December 1 of 2021, and each year thereafter while this Agreement is in effect, the Lodge or the City will have the right to re-open the Agreement with respect to wages and/or hours of work under Article X, Section 10.01 only. Within thirty (30) days after receiving notice that the Lodge or the City is re-opening the wage or hours of work provisions of this Agreement, the Lodge or the City will meet to commence negotiations.

In the absence of any timely reopener request, wage rates shall remain unchanged for the following year.

Section 10.09 Lateral Hires

Applicants who have a minimum of four (4) years of prior law enforcement experience and possess a valid Missouri POST Certification prior to appointment may be placed at an appropriate step in the Police Officer pay grade, between Step 2 and Step 9, as determined by the Chief.

Article XI. Overtime

Section 11.01 Two-Week Work Period / Overtime After 84 Hours Actually Worked

All Patrol Unit personnel covered under this Agreement shall be scheduled on a two (2) week work period. Employees who are assigned to the Patrol Unit shall receive overtime pay at the rate of time-and-one-half for all hours actually worked over eighty-four (84) hours in the two (2) week work period. Employees assigned to Investigations and as School Resource Officers shall receive overtime pay at the rate of time-and-one half for all hours actually worked over forty (40) hours in a work week.

Section 11.02 Overtime Calculation

Premium pay will be included in determining each employee's regular hourly rate for overtime calculation purposes, consistent with the Fair Labor Standards Act.

Section 11.03 No Duplicative Payment

There shall be no duplicative payment or pyramiding of overtime for the same hours worked. "Overtime" as used herein does not include other types of premium pay such as holiday pay.

Section 11.04 Overtime Assignment

Employees shall be offered or assigned overtime work assignments as provided in Departmental Policy.

Section 11.05 Duty-Related Phone Calls

Employees who receive one or more phone calls or text messages from any Police Department supervisor (Sergeant, Lieutenant, Captain, Major, or Chief), or their designee, while off-duty, which call lasts longer than seven (7) minutes, and which concerns job-related issues, shall be compensated at the overtime rate for the actual time spent on the call rounded to the nearest fifteen (15) minute interval. Employees may be required to prepare reports detailing the reason for and time expended on each such off-duty phone conversation.

Section 11.06 Scheduling of Overtime

The Police Department shall attempt to provide employees, who are forced to work overtime or off-duty, with seventy-two (72) hours' notice before the beginning of the required shift. This provision shall not apply to emergency or unforeseen situations. Officers who are called back to duty to work off-duty overtime, shall receive a minimum of two (2) hours at the overtime rate or the actual hours worked, whichever is greater, provided that this provision shall not apply to off-duty work immediately before or immediately after their scheduled hours of work.

Section 11.07 Off-Duty Work

The Department shall contract with any outside person, company, or organization for any off-duty work, and all officers shall be paid at the officer's overtime rate regardless of whether the hours worked are over or under the overtime threshold for the work period. The City will make reasonable efforts to provide officers at least seventy-two (72) hours advance notice from the date the off-duty work is scheduled to occur, and will inform outside entities that 72 hours' advance notice is desired.

Article XII. Health and Welfare

Section 12.01 Health Insurance

The City shall, subject to annual review, establish a base healthcare plan for full time employees only coverage that is fully paid by the City. The City may also provide optional healthcare plans considered buy-up plans. Other levels of coverage, including Employee Plus One and Family coverage, shall be made available to employees with a portion of the cost involved borne by the employee. Rates for all levels of coverage shall be determined on an annual basis at time of renewal and subject to City Council approval.

The City shall withhold one-half of the monthly premium for dependent coverage from

each of the two pay periods in advance of the premium due date. For those months where three (3) pay periods occur, no deduction for the insurance premium will be made from the third payroll check. The City may offer the employee a choice in regard to medical coverage. The employee may choose the coverage most desirable to him/her.

Modifications to employee and/or dependent status or coverage issues may be modified during the annual enrollment period. If the employee and/or dependent has a qualifying event as defined in the plan that occurs outside the annual enrollment period, status or coverage may be modified by the employee by stating in writing to the City's Benefits Coordinator within thirty (30) days of the qualifying event.

Section 12.02 Dental Insurance

The City shall assume the cost of dental insurance premiums for all full-time regular employees, who indicate their desire to have this insurance, subject to an annual review in accordance with City Policy. Family coverage shall be made available to each employee on the City plan; however, a portion of the cost involved may be borne by the employee.

Section 12.03 Life Insurance

Life insurance, in the amount determined by the City, shall be carried on each full-time employee, the full cost of which shall be paid by the City.

Section 12.04 Disability Insurance

The City shall provide long term disability coverage to employees, at the City's cost, on the same basis as that benefit is provided to non-represented employees.

Section 12.05 Vision Insurance

The City shall assume the full cost of vision insurance premiums for all full-time regular employees, who indicate their desire to have this insurance, subject to an annual review in accordance with City Policy. Family coverage shall be made available to each employee on the City plan; however, a portion of the cost involved may be borne by the employee.

Section 12.06 Benefits During Total Disability

When employees are unable to work due to illness or injury, the City will continue to pay the employer portion of their employee benefits for twelve weeks in any rolling twelve month period, and until all paid leave is exhausted, whichever is later.

Section 12.07 Advisory Health Committee

The Lodge shall designate one bargaining unit member to serve on the City's Health Care Advisory Committee. The committee shall meet, at least once a year, to discuss the insurance programs and any proposed changes to existing health care benefits prior to any request for proposal (RFP) or meeting with vendors.

The Lodge and Advisory Health Committee will be notified of any changes to employee healthcare prior to any implementation of those changes.

Article XIII. Retirement Benefits

Section 13.01 LAGERS

The City will continue the current LAGERS L6 retirement program.

Section 13.02 Deferred Compensation Plans

The City will maintain enrollment in the 457 Deferred Compensation Plan. The City shall make matching contributions as determined by the City Council in its annual budget.

Article XIV. Holidays

Section 14.01 Recognized Holidays

The following holidays shall be recognized within the Department: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Truman Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Eve Day, Christmas Day and any other holiday designated by the City.

Section 14.02 Holiday Time

On January 1st of each year of this agreement, employees shall be credited with eight (8) hours of holiday time for each City recognized holiday. Employees, who separate from the Department and who have used holiday time before it was accrued, shall have their last paycheck adjusted to reimburse the City for any used but unaccrued holiday time.

Section 14.03 Holiday Worked

Employees who work a regularly scheduled shift on a recognized city holiday, shall receive, in addition to the holiday time provided in Section 14.02, straight time for their regular hours.

ARTICLE XV. SICK LEAVE

Section 15.01 Sick Leave Accrual

Employees shall accrue ninety-six (96) hours of sick per year. Sick leave may accrue if not used during the year; however, the maximum accrual is 1,296 hours. Sick leave shall be used for:

1. The employee's personal illness or non-work-related injury;
2. To care for the employee's spouse or family member who is ill or injured;
3. To attend medical appointments for the employees, their spouse and children.

Section 15.02 Eligibility

An employee shall be considered eligible for sick leave after 90 days regular, full-time employment. Between 90 days and six months service the maximum eligibility shall be limited to six days. Between six and twelve months of service, eligibility shall be at the discretion of the supervisor of the department concerned, not to exceed 12 days.

Section 15.03 Payout of Sick Leave at Separation

The maximum accrual is 1,008 hours for regular full-time employees. Upon separation from municipal service, employees who have at least ten years of continuous service and less than 20 years of continuous service shall be paid 25 percent of their accrual balance but not to exceed 252 hours (1,008 max accrual × 25%) for regular full-time employees. Upon separation from the City, employees who have at least 20 years of continuous full-time service shall be paid 50 percent of their accrual balance but not to exceed 504 hours

(1,008 max accrual × 50%) for regular full-time employees. Employees who qualify for and retire or receive a line-of-duty disability pension or who die while active employees shall be paid 50 percent of their accrual balance, but not to exceed 504 hours (1,008 max accrual × 50%) for regular full-time employees.

Employees, who separate from the City and are rehired within twelve (12) consecutive months as described in Article XIX Section 19.04, shall accrue continuous service time as of the date of their separation for purposes of calculating their sick leave payout. Employees, who are rehired after twelve (12) consecutive months, shall not retain their prior continuous service time and shall begin to accrue continuous service time as newly hired employees.

Article XVI. VACATION

Section 16.01 Vacation Accrual

The following shall be the amount of vacation earned and accumulated by regular full-time employees of the City. Employees are allowed to carry over unused vacation time not to exceed the amounts reflected in the table below shown as "amount of hours allowed to accrue."

Years of Service	Amount of Hours Earned Per Year	Amount of Hours Earned Per Pay Period	Amount of Hours Allowed to Accrue
0 to 5	80	3.08	120
6 to 10	120	4.62	180
11	128	4.92	192
12	136	5.23	204
13	144	5.54	216
14	152	5.85	228
15	160	6.15	240
16	168	6.46	252
17	176	6.77	264
18	184	7.08	276
19	192	7.38	288
20+	200	7.69	300

Section 16.02 Eligibility

An employee shall be considered eligible for vacation leave after 90 days of regular, full-time employment. The employee will earn leave in the first 90 days but cannot use it until they have 90 days of full service with the City.

Section 16.03 Payout Upon Separation

Upon separation from the City, employees with at least one year of service shall be paid 100 percent of any unused vacation leave up to the maximum allowed hours described in the tables above in the column "amount of hours earned per year."

Any leave which has been used over and above that accrued will be deducted from the employee's final check at the prescribed rate. After one full year of service, an employee will be paid on the next regular pay date of any unused vacation time.

Section 16.04 Vacation Scheduling

The Department shall maintain the current process for scheduling vacation, and if two or more officers request the same day or days, the officer with the most seniority shall prevail.

Section 16.05 Incremental Use of Time

Employees shall be permitted to use vacation or sick time in one (1) hour increments, but shall not be permitted to use such time in the middle of their shifts except in the case of an unforeseen medical emergency or a pre-approved doctor's appointment.

Section 16.06 Fitness for Duty Examination

The City may require a fitness-for-duty examination with a physician of its own choosing whenever the City has a good faith doubt regarding the employee's ability to safely and properly perform any of the essential functions of his or her job, with or without reasonable accommodations. The examination shall be no broader and no more intrusive than is necessary to address the City's legitimate operational concerns. The City shall pay for the cost of such examinations, and for all time spent in the examination.

ARTICLE XVII. WORKPLACE INJURY LEAVE

Section 17.01 Eligibility

Any employee who is unable to work because of an on the job injury shall be eligible for the City's workplace injury leave program. During the first one hundred and twenty (120)

days of disability resulting from each new and separate injury, the City will continue the employee's regular pay at the same base rate and in the same gross and net amounts as if the employee was continuing to work. The employee will in turn sign any workers' compensation checks he or she receives during this period over to the City. Paid leave during this period will not be charged against the employee's sick leave or vacation time. The employee's eligibility for injury leave with pay will be dependent on the notification of injury being made in writing by his or her department director within twenty-four (24) hours of the time the injury is sustained; weekend and holiday injury reports shall be accepted on the next regular day of work.

Section 17.02 Exhaustion of Injury Leave

After one hundred and twenty (120) days of workplace injury leave with pay, regular full-time employees will use their accrued sick leave, and may also use any available vacation pay at their option, to supplement their regular workers' compensation payments to the point that their workers' compensation pay plus benefit pay equals their regular base earnings when working their normal schedule.

Article XVIII. Funeral Leave

Section 18.01 Funeral Leave

All full-time employees are eligible for funeral leave. Employees shall receive three consecutive days per calendar year shall be allowed for employees because of the death of a member of the employee's immediate family (spouse, son, daughter, mother, father, sister, brother, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepmother, stepfather, aunt and uncle).

Section 18.02 Other Leaves

All other leaves of absence shall be governed by City or Department Policy.

Article XIX. Seniority

Section 19.01 Seniority Definition

"Seniority" shall be measured by continuous service as a full-time sworn police officer in the Department from the date of hire. For purposes of the seniority patrol bid, seniority for sergeants, corporals, and master patrolman shall be determined based upon cumulative time spent as a sergeant, corporal or master patrolman, otherwise referred to

as “rank seniority.” If there is a tie in rank seniority, the employee’s date of hire with the Department as a full-time sworn police officer shall prevail. If there is a tie as to the employee’s date of hire, the employee’s final respective final rank in the academy class shall prevail.

Section 19.02 Roster to Be Provided

The Department shall maintain and provide to the Lodge a current roster showing names of all current bargaining unit personnel, job classification, date of initial hire within the Department, and date of promotion to current position.

Section 19.03 Loss of Seniority

Seniority shall be lost and the employment relationship terminated upon the occurrence of any of the following events:

- (a) Voluntary quit or retirement;
- (b) Discharge for just cause as defined herein;
- (c) Failure to return from an authorized leave of absence on the next working day after the authorized leave expires;
- (d) Failure to return from layoff within fourteen (14) days after the City issues a recall notice;
- (e) No-call/no-show for two (2) consecutive regularly scheduled shifts unless circumstances make it impossible for the employee to call in, through no fault of the employee; or,
- (f) Failure to perform full-time work for the City for twelve (12) consecutive months for any reason, other than military leave, or work-related illness or injury.

Section 19.04 Rehire

Former bargaining unit employees who are rehired to full-time employment within twelve (12) consecutive months from their date of separation from full-time employment shall have their prior seniority reinstated and will begin to accrue new seniority from the date of re-employment. Rehired employees will be required to serve the appropriate probationary period.

Reinstated employees who separated from the Police Departmental service in good standing and return to the same position they occupied upon leaving the Police Department shall return at the same rate of pay they were receiving at the time of their departure, if re-employment occurs within twelve (12) consecutive months from the date of separation from full-time employment.

Article XX. Probation

Section 20.01 Probation

New employees shall be hired on a trial basis. The probation period for new employees shall run for one year starting at the date of hire. During the probationary period, employees shall be subject to discharge at the discretion of management, and such discharge shall not be grievable under the terms of this Agreement.

Section 20.02 Right to Return to the Bargaining Unit Following Promotion

During the first six months following the promotion of any employee out of the bargaining unit, the employee may be returned, or may elect to return to the bargaining unit if they fail to successfully complete promotional probation. Employees shall return to the unit at the rate of pay they held prior to their promotion out of the unit, without any loss of seniority. The Chief may assign employees returning to the unit under this Section to any open position. The right to return to the bargaining unit shall not be available to any promoted employee who is discharged.

Section 20.03 Disciplinary Probation

The Chief, in his or her discretion, may place an officer on disciplinary probation for a period of time not to exceed one (1) year. Whether an officer is placed on disciplinary probation and the length of such probation shall be at the discretion of the Chief, subject to the grievance procedure.

Article XXI. Reductions in Force

Section 21.01 Lay Off

In the event the City determines it is necessary to reduce the size of the workforce, employees shall be laid off in the order of inverse seniority, provided the remaining employees are capable of performing the available work.

Section 21.02 Recall List

Employees who are laid off shall be placed on a recall list for up to eighteen (18) months. Employees shall be recalled in seniority order. Employees shall be required to notify the City whether they will accept recall within seventy two (72) hours after receiving a recall notice, and shall have a maximum of fourteen (14) days to report for duty. Any employee who declines recall, or who does not report for duty within the specified time period shall be removed from the recall list.

Article XXII. Discipline

Section 22.01 Discipline

Discipline or discharge of bargaining unit represented employees will be for just cause.

Section 22.02 Disciplinary Proceedings

The following types of disciplinary actions are officially recognized. The type of disciplinary action issued in any given situation will depend on the overall circumstances being addressed, and it shall not be necessary for discipline to start at any particular level. Factors to be considered in determining the level of discipline issued include, but are not limited to consideration of the employee's overall performance history and disciplinary record, and the nature and/or severity of the misconduct, negligence or unsatisfactory performance.

- (a) Minor Reprimand
- (b) Written Reprimand
- (c) Suspension
- (d) Discharge

An employee suspended without pay may use previously accrued vacation days in lieu of suspension days.

Minor Reprimands will remain active for the purpose of establishing an appropriate level for progressive discipline for one (1) year from the date of issuance. Thereafter, Minor Reprimands will be considered inactive, but may be relied on to establish an employee's knowledge of departmental expectations and/or to demonstrate a pattern of repeated violations.

The following non-disciplinary actions are available to address concerns about performance or behavior outside the disciplinary process:

(a) Informal Counseling. Informal discussion between an employee and supervisor or higher-level member of management, usually concerning expected employee behavior, conformity to City policies, or job performance shall be considered non-disciplinary counseling. No record of informal counseling discussions shall be referred to in any disciplinary matter, except to establish that management informed an employee of performance expectations or work directives. Employees shall not be entitled to Lodge representation during informal counseling sessions.

(b) Work Improvement Plan. In cases involving unsatisfactory performance of an employee's duties, Department management shall notify the employee of the shortcomings in his or her job performance, explain the Department's performance expectations, and give the employee a reasonable opportunity to improve his or her performance. Employees shall be entitled to Union representation during discussions regarding the development of work improvement plans, and Union representatives are encouraged to make suggestions about methods for helping employees improve their performance. If it appears that additional training is appropriate, and if such training can reasonably be provided to the employee using the City's in-house resources, the City shall provide and the employee shall willingly and in good faith participate in such training, before any discipline will commence.

Work improvement plans may be issued alone or in conjunction with a disciplinary action (for example, if the performance issue being addressed involves negligence, willful neglect, or gross incompetence on the part of the employee). The Work Improvement Plan itself shall not be considered a form of discipline. Any time an employee is called before a supervisor for the purpose of considering disciplinary action (but not an Informal Counseling), the employee shall have a right to be represented by the Union representative of their choosing and shall be notified of that right and given adequate time to obtain such representation upon request. When a supervisor intends to informally counsel an employee, he or she shall notify the employee at the beginning of the meeting that such meeting will not result in discipline.

Employees shall cooperate with the employer in all matters of mutual interest, but no employee to whom this Agreement is applicable shall be called before a member of management or a supervisor in connection with the investigation of a disciplinary matter unless so called within twenty-five (25) calendar days of notice of the alleged offense has come to the attention of management except where circumstances make it impractical to take action.

When a criminal investigation is conducted, the time deadlines provide herein shall be tolled until the criminal investigation is completed.

In the case of a potential suspension or dismissal, the Chief of Police shall hold an informal predetermination hearing before imposing any suspension, demotion or dismissal. An employee may be suspended with pay pending such a pre-determination hearing.

All disciplinary matters (Verbal Reprimand, Written Reprimand, Suspension Without Pay, and Dismissal) will be subject to the Grievance Procedures set forth at Article XXIV of this Agreement.

Section 22.03 Copies of Personnel Records

The City will provide the employee and the Lodge with a copy of any formal disciplinary record that is to be placed in the City's personnel files.

Each employee shall have the right to examine the City's personnel files on that employee, upon request. Employees shall not remove or alter any document contained in their file, but may submit comments to be attached to any record, and may obtain copies of any record contained in the file upon request. Pre-hire psychological profiles and polygraph or CVSA examination results shall be excluded from coverage under this Section.

Section 22.04 Review of Internal Affairs or Disciplinary Files

After the completion of any administrative investigation that results in the assessment of discipline, counsel for the Lodge shall be allowed to review any and all documentation and other evidence obtained during the investigation upon request, for the purpose of meeting the Union's duty of fair representation to the involved member. The Police Department shall have the right to redact any information from the internal affairs files necessary to protect confidential witnesses. Counsel for the Lodge shall be given a private space and a reasonable amount of time to review the file. Counsel shall not be allowed to make copies or duplicate any of the documentation or evidence contained in the file, but

will be allowed to take notes regarding the contents of the file. Counsel shall only communicate regarding the contents of the file with the individual member(s) involved and with Lodge leadership to the extent necessary for assisting the Lodge to meet its duty of representation to the involved member(s). In communicating with the involved members and Lodge leadership, Counsel shall be responsible for maintaining witness confidentiality.

Article XXIII. Internal Investigations

Section 23.01 Administrative Investigations

Whenever management is conducting an administrative investigation regarding a complaint from either a citizen or a member of the Department, management shall:

- (a) Notify the bargaining unit member, in writing, prior to any interview. The notification shall specify (i) the nature of the complaint, and any specific allegations against the employee; (ii) the complainant's name, if known, unless disclosing such name may jeopardize the investigation; and (iii) the name and phone number of the investigator.
- (b) Offer the employee the opportunity to speak with a Lodge representative prior to the interview and have him or her present during any interview of the employee, in accordance with this Agreement.
- (c) Record any formal statement taken during the course of the investigation, including but not limited to the statement of the accused officer.
- (d) Provide a Garrity warning to all employees who are ordered to provide statements.
- (e) Complete the investigation within a reasonable period of time.
- (f) Adhere to the dictates of Belton Police Department Policy 1020 "Personnel Complaints" not in conflict with this section.

Section 23.02 Criminal Investigations

If, during the course of any investigation, it becomes apparent that the employee's alleged conduct may amount to criminal activity, the Department shall determine whether to refer the matter for criminal investigation. During the pendency of any criminal investigation, management will suspend the administrative investigation and may elect either to place

the employee on administrative leave, with pay, or it may elect to take appropriate disciplinary action based on the information gathered prior to the criminal investigation referral.

Section 23.03 Outcome of Administrative Investigation

Once an administrative investigation is complete, management shall inform the employee and the Lodge of the outcome of the investigation.

Article XXIV. Grievance Procedure

Section 24.01 Filing Grievances

Any employee covered by this Agreement who believes he or she has a grievance arising out of any interpretation or application of this Agreement and/or the Union may initiate and process such grievances, as set forth below.

Section 24.02 Resolution at Earliest Possible Step

The parties desire to resolve grievances at the earliest possible step, and shall endeavor in good faith to do so. Grievances may be settled at any of the steps of the grievance procedure. If the settlement is reduced to writing and signed by representatives of both the Lodge and the City, such resolution shall be final as to that grievance.

Section 24.05 Step One

The employee (and/or the Union) may take the matter up orally or in writing with his or her **immediate supervisor outside the bargaining unit**, or at the first step above the supervisory level at which the grievance arises within ten (10) working days after the employee knew or reasonably should have known of the facts giving rise to the grievance. The parties desire to resolve as many grievances as possible at this step, but in any event, the supervisor shall give the employee an answer within ten (10) working days after the grievance has been presented to him or her.

Section 24.06 Step Two

If the matter is not satisfactorily resolved in Step 1, the employee, with a Union representative, may advance the grievance within five (5) working days after receipt of the

answer in Step 1, to the **next supervisory level**. At this stage, the grievant shall provide a written statement of the grievance containing a concise statement of the facts giving rise to the grievance, the applicable section of the Agreement and the relief sought. Within five (5) working days after receipt of the written grievance, or such time as may be agreed upon in writing by the Supervisor, the employee and the designated Union representative, the parties shall meet and try to resolve the matter. Within five (5) working days after such meeting, the Supervisor shall give his/her answer in writing to the Union.

Section 24.07 Step 3 Police Chief

If the matter is not satisfactorily resolved in Step 2, the employee with the Union, may take the matter to the **Police Chief**, or his or her designated representative, by submitting a copy of the grievance and the answer to the Police Chief within five (5) working days of the answer to Step 2. Either the Lodge or the Police Chief may request a meeting to discuss the grievance. This meeting shall be held within five (5) working days of submission of the grievance at this step. The Police Chief will give the Lodge a written answer within five (5) days of the meeting or within five (5) working days of the submission, if no meeting is requested.

Section 24.08 Step 4 Assistant City Manager

If the Union is not satisfied with the answer received in the preceding step, it may submit the grievance to the Assistant City Manager, or his or her designated representative, within ten (10) working days thereafter. The Assistant City Manager will give the Union a written answer within ten (10) working days of receipt of the grievance. During this period, a meeting between the Assistant City Manager and the Lodge shall be held if requested by the Lodge or the Assistant City Manager.

Section 24.09 Step 5 City Manager

If the Lodge is not satisfied with the answer received in the preceding step it may submit the grievance to the City Manager or his or her designated representative with ten (10) working days, the City Manager will give the Lodge a written answer within ten (10) working days of receipt of the grievance. During this period a meeting between the City Manager and the Lodge shall be held if requested by the Union or by the City Manager.

Section 24.10 Lodge Grievance

The Lodge may directly initiate a grievance involving the prospective interpretation or application of this Agreement or matters beyond the jurisdiction of any one supervisor at the supervisory level at which the action giving rise to the grievance was taken or at one level above the supervisory level in writing, with the original to the Police Chief and a copy to the Assistant City Manager within the time periods set forth above. Such grievances may be processed through the Steps, as set forth above.

Section 24.11 Grievances Arising From Disciplinary Action

Grievances challenging discharges, demotions or suspensions can be submitted to the Assistant City Manager as described above in Step 4 within ten (10) calendar days of the Notice of Disciplinary Action – e.g. within ten (10) calendar days after the Police Chief has issued his/her decision following the pre-determination hearing.

Within ten (10) calendar days of the issuance of the Assistant City Manager’s answer, an election must be made in suspension, demotion or dismissal cases if the matter is to proceed further to Step 5. Assuming that the grievant desires to pursue the matter further, an election can be made to proceed to the City Manager.

Section 24.12 Disciplinary Grievances of Newly Hired Employees

Newly hired employees who are disciplined or dismissed during their initial probationary period shall have the right to appeal such discipline or dismissal through the grievance procedure but shall not have the ability to arbitrate such grievances. This section shall not apply to permanent employees on probationary status due to promotion.

Section 24.13 Final Resolution

Grievances may be settled at any of the steps of the grievance procedure and if the settlement is reduced to writing and signed by representatives of both the Lodge and the City, such resolution shall be final to the grievance.

If the grievance is not resolved by the steps provided above, the following alternative procedures will be available:

1. The matter shall be submitted to advisory arbitration at the request of either the City or the Lodge. In the event the parties cannot agree upon an arbitrator, the arbitrator shall be selected from a panel of seven (7) arbitrators that the parties obtain from the Federal Mediation and Conciliation Service with the party requesting arbitration striking the first name from the list. To the extent that such arbitration involves an issue of discipline or discharge imposed upon a bargaining unit employee after his/her initial probationary period, the parties agree to abide by the advisory decision of the arbitrator.
2. The City and the Lodge may agree to submit a non-disciplinary matter to binding arbitration. In such event, the agreement to arbitrate shall specify the issue to be submitted, the name of the arbitrator or the procedure for selecting the arbitrator, and any necessary procedural details.
3. The decision of the arbitrator shall be subject to the following conditions:
 - a. The arbitrator shall determine the procedural rules of arbitration, and make such orders during the pendency of the proceeding as are necessary to enable the arbitrator to act effectively.
 - b. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Collective Bargaining Agreement.
 - c. The arbitrator shall have no power to establish or change any wage rates.
 - d. The arbitrator shall have no authority to award compensatory or punitive damages, but may award backpay and benefits to make the aggrieved employee whole back to the date the grievance was filed.
 - e. The arbitrator shall have discretion to reduce or raise the discipline imposed.
 - f. The costs of the arbitrator shall be shared equally by the City and the Lodge.
 - g. The arbitrator shall render his/her award within thirty (30) calendar days of the close of the hearing or receipt of the parties' briefs, whichever is later.

- h. This provision does not extend to negotiations for amendment of this Collective Bargaining Agreement or for mediation of any disagreements involved in such negotiation.
- 4. In the event that arbitration is not requested within fifteen (15) calendar days of the Assistant City Manager decision, (or the City Manager's decision, if the dispute has been submitted to him) the matter shall be considered dropped.
- 5. The parties may mutually agree in writing to any other recognized form of dispute resolution, including the scheduling of meetings involving the same or different individuals or use of third parties.

Section 24.14 City Manager Review of Advisory Decision of the Arbitrator

In the event, the parties agree to non-binding arbitration over a non-disciplinary grievance, the following procedures shall apply:

- 1. The arbitrator shall deliver his or her advisory decision to the City Manager who may modify the decision. The City Manager may modify the decision of the arbitrator only when the findings of fact and the decision of the arbitrator are clearly contrary to the overwhelming weight of the evidence viewed in its entirety, together with the legitimate inferences which may be reasonably drawn from the evidence, and in the light most favorable to the findings of fact and decision of the arbitrator.
- 2. Any ruling to modify the arbitrator's decision must be submitted to the parties within fifteen (15) working days of the City Manager's receipt of the arbitrator's decision, and must specify the facts and evidence, which support such modification. The City Manager's ruling shall be subject to judicial review if it is found to be arbitrary or capricious or is not supported by substantial evidence in the record. If the City Manager fails to timely issue such a written ruling, the decision of the arbitrator shall be final and binding.

Article XXV. Labor Management Committee

Section 25.01 Labor/Management Meetings

There shall be a Labor/Management Committee consisting of three (3) representatives from Department management and three (3) representatives from the bargaining unit. The Labor/Management Committee will strive to improve relationships between Labor and Management in all areas, and to ensure that this Agreement is properly administered at all times. The City and the Lodge shall appoint their respective representatives to this Committee within one month after this Agreement is signed by both parties. Those representatives shall meet promptly thereafter and shall set up a schedule of quarterly meetings.

Section 25.02 Labor/Management Committee Purpose

The parties mutually acknowledge that the purpose of the Labor/Management Committee is to discuss topics of mutual interest on a cooperative basis. The Labor/Management Committee is not a forum for formal collective bargaining.

Section 25.03 Request for Meeting

A request for a meeting of the Labor/Management Committee may be made by either party at any time. The Committee shall be convened within ten (10) calendar days after receipt of a written request by either party.

Article XXVI. General Provisions

Section 26.01 Uniforms and Equipment

The City will provide all necessary uniforms and equipment for all Departmental personnel as detailed in the Standard Operating Procedures (SOP).

- (a) Employees shall be provided with all equipment and clothing necessary to respond to any hazardous situation.
- (b) The City shall replace all Department-issued items, when no longer serviceable and as provided herein. All protective clothing, including but not limited to bullet resistant vests, helmets, and firearms shall meet the most applicable standards in effect at the time of purchase by the City, and shall be worn to all emergency incidents as required by Department policies. All equipment shall be appropriately sized so that it fits the individual body size of the employee. Any issue regarding proper equipment may be brought to the immediate attention of the Chief without going through the chain of command.

- (c) The City will bear the cost of cleaning and maintaining all Department provided uniforms, and of replacing Department-issued equipment when no longer serviceable.
- (d) The City will pay up to \$125 toward replacement of boots when worn out.

Section 26.02 Off-Duty Actions

The City and the Lodge recognize that all commissioned personnel are presumed to be subject to call to duty twenty-four (24) hours per day. Any appropriate, lawful action, consistent with City and Departmental Policy, taken by a commissioned officer on his or her time off, which could have been taken by an officer on duty, if present or available, shall be considered police action, and bargaining unit members shall have all the rights, obligations, and benefits concerning such action as if they were on active duty. The City shall be obligated to indemnify and defend any bargaining unit members for actions within the scope of their employment.

Section 26.03 Policies to Be Available

The City will make all policies that are applicable to employees covered under this agreement available to each employee in print or electronic format. Employees will be responsible for reading and complying with all such policies, and for asking questions about any area that is unclear to the individual employee.

Section 26.04 Outside Employment

The City employs a full-time police force. Every employee covered under this agreement should consider City employment his or her “primary” job. Employees may hold other employment so long as the other employment does not create a conflict of interest with the employee’s employment by the City, and does not interfere with the employee’s ability to work as scheduled, or otherwise limit the employee’s ability to perform his or her job. Employees desiring to hold other employment shall submit a written request to the Police Chief, identifying the other employment for consideration and approval in accordance with City and Department Policy.

Section 26.05 Release of Personal Information

Pursuant to Department Policy, the City shall not release an employee’s personal information, including date of birth, address, phone number, or other identifiable

information to a third party (not including the Lodge) for any reason except with the employee's written consent, or when required for the performance of the employee's duties (e.g. to arrange for training), or as required by law.

Section 26.06 Uncompensated Work Prohibited

Bargaining unit members shall not be required as a condition of employment to participate in any uncompensated work for any charity or any special interest group.

Section 26.07 Physical Fitness

Employees shall be permitted to participate in physical fitness activities while on duty at least three (3) hours per week, provided that such time for physical fitness shall be subject to appropriate staffing.

Section 26.08 Equipment Committee

Within sixty days of the execution of this agreement, the parties agree to form a four (4) person Equipment committee consisting of two (2) members of the Department appointed by the Chief and two members of the bargaining unit appointed by the Lodge. The Equipment committee shall meet quarterly to discuss department related equipment and make recommendations to the Chief and City regarding changes or updates to such equipment. Any such changes or alterations to the equipment must be presented to the members of the Department and must be approved by a majority of members of the Department.

Section 26.09 Employee Death

In the event an employee is killed in the line of duty, the City will pay \$10,000 to the employee's beneficiaries to defray funeral and burial expenses. This payment will be issued to the primary beneficiary on record with the City.

In the event of any employee death, the City will pay out any accrued but unused vacation and sick leave on the same terms as it would pay out sick leave for an employee who retires.

Article XXVII. Training

Section 27.01 Pay for Training

Training approved by the Department shall be considered to be on-duty time, for which the employee will be compensated in accordance with the provisions set forth in this Agreement. All approved costs associated with the training shall be paid by the Department.

Section 27.02 Meal Reimbursement

The City shall provide each employee covered by this Agreement with a per diem for each meal when the employee is attending training which requires an overnight stay. The per diem shall be paid pursuant to City Policy.

Section 27.03 Travel Time

Travel time to attend training shall be paid in accordance with Department Policy.

Section 27.04 Hours

Employees covered under this Agreement, who are attending external training, shall not be required to return to work if there are four or fewer hours remaining in their shift at the time the training ends. Employees shall only be paid for hours actually worked, but employees who elect not to return to work may opt to use paid time off.

Section 27.05 Training Day

Employees covered under this Agreement who are assigned to the overnight patrol shifts, and who are attending external training during the day shall have their schedule adjusted so that they work the day shift the day of the training. Employees shall also be permitted to use paid leave time to account for the night shift the day before the scheduled training. The Department shall make a reasonable effort to schedule training so that employees are on regular days off the day before or the day after the training. The employee and his or her supervisor may adjust the employee's schedule to accommodate the employee's attendance at department approved training, provided that sufficient manpower is remains available.

Section 27.06 Firearms Training

Employees shall be provided firearms training in accordance with the Department Firearms Policy.

Article XXVIII. Complete Agreement

Section 28.01 Zipper Clause

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set out in this Agreement. Therefore, the City and the Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as expressly provided for herein. Further, each party voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively over any other subject during the life of this Agreement, even though such subjects or matters are not addressed herein, and may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Should matters arise during the term of this Agreement that are appropriate subjects of collective bargaining, they shall be addressed under the Labor/Management process set out in Article XXV.

Section 28.02 Complete Agreement

This Agreement constitutes the entire Agreement between the parties hereto, and supersedes and replaces any and all obligations and/or agreements, whether written or oral, express or implied, between or concerning the parties. No amendment, modification, or addition to this Agreement shall be effective unless it is reduced to writing and signed by both parties.

Section 28.03 Savings

If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal, the remainder of the Agreement shall not be affected thereby. The Parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for any article or section that has been held invalid.

Article XXIX. Term of Agreement

Section 29.01 Effective Date

This Agreement shall become effective upon ratification by both parties, and shall remain in effect from April 1, 2021 through January 31, 2023. At least 60 days prior to expiration of this Agreement, either party may notify the other that they wish to meet and confer in a good-faith attempt to reach agreement on the terms of the renewal or replacement of this Agreement. In the event no notice is given, this Agreement will automatically renew for successive one (1) year periods. If notice is given, then the terms of this Agreement will remain in effect after the expiration date, until the parties either reach agreement on a renewal or replacement agreement, or until the parties reach a bargaining impasse.

By signing below, the parties represent that this Agreement has been duly approved and ratified, and they agree to abide by its terms and conditions.

City Manager

Rick Inghima
President

On behalf of
The City of Belton

On behalf of
FOP West Central Missouri Lodge No. 50

Date

Date

APPENDIX A

Pay Grades for each position in the bargaining unit, applicable beginning on April 1, 2021, shall be as follows:

		Pay Grade		Pay Grade
		Level		Level
		8 hour		12 hour
		Schedule		Schedule
POLICE				
	Police Sergeant - Patrol	51		P51
	Police Sergeant - Detective	51		P51
	Police Corporal	46		P46
	Police Detective	45		P45
	Police Master Patrolman	45		P45
	Police Patrolman	39		P39

The steps within each Grade are set out below. Employees moving from one Grade to another will first be moved to their same step within their new Grade on April 1, 2021, and then shall advance within their new Grade as provided for in Section 10.01.

Grade 39

	1	2	3	4	5	6	7	8	9
Hour	\$19.4667	\$19.9534	\$20.4522	\$20.9635	\$21.4876	\$22.0248	\$22.5754	\$23.1398	\$23.7183
BiWeek	\$1557.34	\$1596.27	\$1636.18	\$1677.08	\$1719.01	\$1761.98	\$1806.03	\$1851.18	\$1897.46
Month	\$3,374.23	\$3,458.59	\$3,545.05	\$3,633.67	\$3,724.52	\$3,817.63	\$3,913.07	\$4,010.90	\$4,111.17
Annual	40,490.74	41,503.07	42,540.58	43,604.08	44,694.21	45,811.58	46,956.83	48,130.78	49,334.06

	10	11	12	13	14	15	16	17	18
Hour	\$24.3113	\$24.9191	\$25.5421	\$26.1807	\$26.8352	\$27.5061	\$28.1938	\$28.8986	\$29.6211
BiWeek	\$1944.90	\$1993.53	\$2043.37	\$2094.46	\$2146.82	\$2200.49	\$2255.50	\$2311.89	\$2369.69
Month	\$4,213.96	\$4,319.31	\$4,427.30	\$4,537.99	\$4,651.44	\$4,767.72	\$4,886.93	\$5,009.09	\$5,134.32
Annual	50,567.50	51,831.73	53,127.57	54,455.86	55,817.22	57,212.69	58,643.10	60,109.09	61,611.89

Grade P39

	1	2	3	4	5	6	7	8	9
Hour	\$19.4667	\$19.9534	\$20.4522	\$20.9635	\$21.4876	\$22.0248	\$22.5754	\$23.1398	\$23.7183
BiWeek	\$1,635.20	\$1,676.09	\$1,717.98	\$1,760.93	\$1,804.96	\$1,850.08	\$1,896.33	\$1,943.74	\$1,992.34
Month	\$3,542.94	\$3,631.52	\$3,722.30	\$3,815.36	\$3,910.74	\$4,008.51	\$4,108.72	\$4,211.44	\$4,316.73
Annual	42,515.27	43,578.23	44,667.60	45,784.28	46,928.92	48,102.16	49,304.67	50,537.32	51,800.77

	10	11	12	13	14	15	16	17	18
Hour	\$24.3113	\$24.9191	\$25.5421	\$26.1807	\$26.8352	\$27.5061	\$28.1938	\$28.8986	\$29.6211
BiWeek	\$2,042.15	\$2,093.20	\$2,145.54	\$2,199.18	\$2,254.16	\$2,310.51	\$2,368.28	\$2,427.48	\$2,488.17
Month	\$4,424.66	\$4,535.28	\$4,648.66	\$4,764.89	\$4,884.01	\$5,006.11	\$5,131.27	\$5,259.55	\$5,391.04
Annual	53,095.88	54,423.31	55,783.95	57,178.65	58,608.08	60,073.32	61,575.26	63,114.54	64,692.48

Grade 45

	1	2	3	4	5	6	7	8	9
Hour	\$22.5754	\$23.1398	\$23.7183	\$24.3113	\$24.9191	\$25.5421	\$26.1807	\$26.8352	\$27.5061
BiWeek	\$1806.03	\$1851.18	\$1897.46	\$1944.90	\$1993.53	\$2043.37	\$2094.46	\$2146.82	\$2200.49
Month	\$3,913.07	\$4,010.90	\$4,111.17	\$4,213.96	\$4,319.31	\$4,427.30	\$4,537.99	\$4,651.44	\$4,767.72
Annual	46,956.83	48,130.78	49,334.06	50,567.50	51,831.73	53,127.57	54,455.86	55,817.22	57,212.69

	10	11	12	13	14	15	16	17	18
Hour	\$28.1938	\$28.8986	\$29.6211	\$30.3616	\$31.1206	\$31.8986	\$32.6961	\$33.5135	\$34.3513
BiWeek	\$2255.50	\$2311.89	\$2369.69	\$2428.93	\$2489.65	\$2551.89	\$2615.69	\$2681.08	\$2748.10
Month	\$4,886.93	\$5,009.09	\$5,134.32	\$5,262.68	\$5,394.24	\$5,529.09	\$5,667.32	\$5,809.01	\$5,954.23
Annual	58,643.10	60,109.09	61,611.89	63,152.13	64,730.85	66,349.09	68,007.89	69,708.08	71,450.70

Grade P45

	1	2	3	4	5	6	7	8	9
Hour	\$22.5754	\$23.1398	\$23.7183	\$24.3113	\$24.9191	\$25.5421	\$26.1807	\$26.8352	\$27.5061
BiWeek	\$1,896.33	\$1,943.74	\$1,992.34	\$2,042.15	\$2,093.20	\$2,145.54	\$2,199.18	\$2,254.16	\$2,310.51
Month	\$4,108.72	\$4,211.44	\$4,316.73	\$4,424.66	\$4,535.28	\$4,648.66	\$4,764.89	\$4,884.01	\$5,006.11
Annual	49,304.67	50,537.32	51,800.77	53,095.88	54,423.31	55,783.95	57,178.65	58,608.08	60,073.32

	10	11	12	13	14	15	16	17	18
Hour	\$28.1938	\$28.8986	\$29.6211	\$30.3616	\$31.1206	\$31.8986	\$32.6961	\$33.5135	\$34.3513
BiWeek	\$2,368.28	\$2,427.48	\$2,488.17	\$2,550.37	\$2,614.13	\$2,679.48	\$2,746.47	\$2,815.13	\$2,885.51
Month	\$5,131.27	\$5,259.55	\$5,391.04	\$5,525.81	\$5,663.95	\$5,805.55	\$5,950.69	\$6,099.46	\$6,251.94
Annual	61,575.26	63,114.54	64,692.48	66,309.73	67,967.39	69,666.54	71,408.28	73,193.48	75,023.24

Grade 46

	1	2	3	4	5	6	7	8	9
Hour	\$23.1398	\$23.7183	\$24.3113	\$24.9191	\$25.5421	\$26.1807	\$26.8352	\$27.5061	\$28.1938
BiWeek	\$1851.18	\$1897.46	\$1944.90	\$1993.53	\$2043.37	\$2094.46	\$2146.82	\$2200.49	\$2255.50
Month	\$4,010.90	\$4,111.17	\$4,213.96	\$4,319.31	\$4,427.30	\$4,537.99	\$4,651.44	\$4,767.72	\$4,886.93
Annual	48,130.78	49,334.06	50,567.50	51,831.73	53,127.57	54,455.86	55,817.22	57,212.69	58,643.10

	10	11	12	13	14	15	16	17	18
Hour	\$28.8986	\$29.6211	\$30.3616	\$31.1206	\$31.8986	\$32.6961	\$33.5135	\$34.3513	\$35.2101
BiWeek	\$2311.89	\$2369.69	\$2428.93	\$2489.65	\$2551.89	\$2615.69	\$2681.08	\$2748.10	\$2816.81
Month	\$5,009.09	\$5,134.32	\$5,262.68	\$5,394.24	\$5,529.09	\$5,667.32	\$5,809.01	\$5,954.23	\$6,103.08
Annual	60,109.09	61,611.89	63,152.13	64,730.85	66,349.09	68,007.89	69,708.08	71,450.70	73,237.01

Grade P46

	1	2	3	4	5	6	7	8	9
Hour	\$23.1398	\$23.7183	\$24.3113	\$24.9191	\$25.5421	\$26.1807	\$26.8352	\$27.5061	\$28.1938
BiWeek	\$1,943.74	\$1,992.34	\$2,042.15	\$2,093.20	\$2,145.54	\$2,199.18	\$2,254.16	\$2,310.51	\$2,368.28
Month	\$4,211.44	\$4,316.73	\$4,424.66	\$4,535.28	\$4,648.66	\$4,764.89	\$4,884.01	\$5,006.11	\$5,131.27
Annual	50,537.32	51,800.77	53,095.88	54,423.31	55,783.95	57,178.65	58,608.08	60,073.32	61,575.26

	10	11	12	13	14	15	16	17	18
Hour	\$28.8986	\$29.6211	\$30.3616	\$31.1206	\$31.8986	\$32.6961	\$33.5135	\$34.3513	\$35.2101
BiWeek	\$2,427.48	\$2,488.17	\$2,550.37	\$2,614.13	\$2,679.48	\$2,746.47	\$2,815.13	\$2,885.51	\$2,957.65
Month	\$5,259.55	\$5,391.04	\$5,525.81	\$5,663.95	\$5,805.55	\$5,950.69	\$6,099.46	\$6,251.94	\$6,408.24
Annual	63,114.54	64,692.48	66,309.73	67,967.39	69,666.54	71,408.28	73,193.48	75,023.24	76,898.86

Grade 51

	1	2	3	4	5	6	7	8	9
Hour	\$26.1807	\$26.8352	\$27.5061	\$28.1938	\$28.8986	\$29.6211	\$30.3616	\$31.1206	\$31.8986
BiWeek	\$2094.46	\$2146.82	\$2200.49	\$2255.50	\$2311.89	\$2369.69	\$2428.93	\$2489.65	\$2551.89
Month	\$4,537.99	\$4,651.44	\$4,767.72	\$4,886.93	\$5,009.09	\$5,134.32	\$5,262.68	\$5,394.24	\$5,529.09
Annual	54,455.86	55,817.22	57,212.69	58,643.10	60,109.09	61,611.89	63,152.13	64,730.85	66,349.09

	10	11	12	13	14	15	16	17	18
Hour	\$32.6961	\$33.5135	\$34.3513	\$35.2101	\$36.0904	\$36.9927	\$37.9175	\$38.8654	\$39.8370
BiWeek	\$2615.69	\$2681.08	\$2748.10	\$2816.81	\$2887.23	\$2959.42	\$3033.40	\$3109.23	\$3186.96
Month	\$5,667.32	\$5,809.01	\$5,954.23	\$6,103.08	\$6,255.67	\$6,412.07	\$6,572.37	\$6,736.67	\$6,905.08
Annual	68,007.89	69,708.08	71,450.70	73,237.01	75,068.03	76,944.82	78,868.40	80,840.03	82,860.96

SECTION XI

D

AN ORDINANCE APPROVING AN AMENDMENT TO THE CITY'S ZONING MAP FROM AN M-1 LIGHT INDUSTRIAL DISTRICT AND R-3 MULTIPLE FAMILY RESIDENTIAL DISTRICT TO AN FCI FLEX COMMERCIAL/INDUSTRIAL DISTRICT, FOR 26.55 ACRES OF LAND LOCATED AT 5901 E 155TH STREET AND 6107 E 155TH, BELTON, CASS COUNTY, MISSOURI.

WHEREAS, a request was submitted to rezone 26.55 acres of the land located on the South side of 155th Street, approximately 600-feet East of South Outer Road, more specifically described in **Exhibit A** attached hereto and incorporated as if fully set forth herein, from M-1 Light Industrial District and R-3 Multiple Family Residential District to FCI Flex Commercial/Industrial District; and

WHEREAS, under the Unified Development Code Section 20-1- Land Use Applications and Procedures provides that the City Council may, by ordinance, amend, supplement, change or modify zoning district boundaries; and

WHEREAS, after due public notice in the manner prescribed by law, a public hearing was held before the Belton Planning Commission on March 15, 2021 in accordance with Missouri law and the provisions of the Unified Development Code Section 20-2- Procedure for Zoning Map and Text Amendments; and

WHEREAS, the Unified Development Code Section 20-3- Findings of Fact, provides criteria for findings of fact to be used with zoning map amendments; and

WHEREAS, the Belton Planning Commission voted to recommend approval of the application to the City Council by a six to zero vote; and

WHEREAS, the City Council believes it is in the best interest of the City to rezone this tract of land to FCI Flex Commercial/Industrial District.

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

Section 1. That the City Council of the City of Belton hereby concurs with the recommendation of the Planning Commission and approves the rezoning of the subject property more specifically described in **Exhibit A** attached hereto and incorporated as if fully set forth herein, from an M-1 Light Industrial District and an R-3 Multiple Family Residential District to FCI Flex Commercial/Industrial District, subject to the following conditions:

1. The rezoning and preliminary plan is approved as shown on Southview Commerce Center Preliminary Plat and Preliminary Development Plan, dated 3/2/21 by Sitepoint, LLC.

2. Building elevations, Southview Commerce Center, Building 4 by studioNorth, dated 2/17/21 are approved as part of the Preliminary Development Plan.
3. A Final Development Plan and Final Plat shall be submitted, as required in Section 20.6 of the UDC.
4. A final landscape plan shall be submitted, indicating compliance with the *North Scott Corridor Overlay District + Guidelines*, signed and sealed by a registered Landscape Architect.
5. Stormwater management/detention is preliminarily approved as described in Fourth Plat Micro Drainage Study, by Olsson Associates, March 2021.
6. Revise the driveway location on 155th Street to provide a 100' intersection offset to 153rd Terrace.
7. The shared driveway entrance at Lot 3 shall be reshaped and finished with hardscape materials to prevent sight distance obstructions.
8. A photometric plan for parking lot lighting shall be submitted with the Final Development plan.
9. Details on exterior building lighting shall be submitted with Final Development plans.
10. Trash containers and outside storage shall only be permitted in a warehouse dock location adjacent to a tenant space, in the internal parking and maneuvering areas in-between the buildings.

Section 2. That the City Planner shall take all necessary actions to supplement the Comprehensive Plan and Zoning map of the City.

Section 3. That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

Section 4. That this Ordinance shall take effect and be in full force from and after its passage and approval.

READ FOR THE FIRST TIME: MARCH 23, 2021

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2021.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2021, and thereafter adopted as Ordinance No. 2021-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2021, after the second reading thereof by the following vote, to-wit:

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

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

EXHIBIT A

From M-1 to FCI:

All that part of the Southwest Quarter of Section 12, Township 46 North, Range 33 West, in the City of Belton, Cass County, Missouri more particularly described as follows:

A tract of land containing an area of 251,300 square feet of land lying in Lot 2 of Section 1, Township 46 North, Range 33 West in Belton, Cass County, Missouri, more particularly described as follows: Commencing at the Northwest corner of Section 1, being a point on the township line lying 0.32 feet North of a 2" aluminum monument stamped "LS 2000148659"; Thence South 86° 25' 23" East, along said township line, 318.71 feet; Thence South 02° 40' 08" West, 69.41 feet to the South right of way line of 155th Street and the Point of Beginning of the tract herein described; Thence North 88° 17' 37" East 83.36 feet along said right of way; Thence South 78° 01' 44" East 158.96 feet along said right of way; Thence South 88° 17' 42" East 50.61 feet along said right of way; Thence North 03° 35' 00" East 41.28 feet along said right of way; Thence North 89° 23' 21" East 27.51 feet along said right of way; Thence South 02° 36' 39" West 820.36 feet, more or less to the southerly limits of the M-1 zoning; Thence North 85° 28' 27" West 319.71 feet along said zoning line; Thence North 02° 40' 08" East 785.64 feet to the point of beginning.

Known as: 5901 E 155th Street

And

All that part of the Southwest Quarter of Section 12, Township 46 North, Range 33 West, in the City of Belton, Cass County, Missouri more particularly described as follows:

From R-3 to FCI:

A tract of land containing an area of 906,000 square feet of land lying in Lot 2 of Section 1, Township 46 North, Range 33 West in Belton, Cass County, Missouri, more particularly described as follows: Commencing at the Northwest corner of Section 1, being a point on the township line lying 0.32 feet North of a 2" aluminum monument stamped "LS 2000148659"; Thence South 86° 25' 23" East, along said township line, 637.43 feet; Thence South 02° 36' 39" West, 40 feet to the South right of way line of 155th Street and the Point of Beginning of the tract herein described; Thence North 87° 49' 52" East 96.64 feet along said right of way; Thence South 86° 05' 42" East 541.25 feet along said right of way; Thence South 02° 28' 52" West 1227.46 feet to the South line of said Lot 2; Thence North 85° 28' 52" West 960.65 feet along said South line; Thence North 02° 40' 08" East 389.96 feet, more or less to the Northerly limits of the R-3 zoning; Thence South 85° 28' 27" East 319.71 feet along said zoning line; Thence North 02° 36' 39" East 820.36 feet to the point of beginning.

Known as: 6107 E. 155th Street

All being located on a 26.55-acre site.



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: March 23, 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

ISSUE/RECOMMENDATION:

An amendment to the City’s Zoning Map from an M-1 Light Industrial District and an R-3 Multiple Family Residential District to FCI Flex Commercial/Industrial District for a 26.55-acre site located at 5901 E. 155th Street and 6107 E. 155th Street.

BACKGROUND:

On March 15, 2021, the Planning Commission recommended approval of a rezoning and Preliminary Development Plan to permit the development of Building 4 in the Southview Commerce Center, an industrial/distribution building consisting of 501,000 square feet.

The application pertains to two large parcels of property. The property at 5901 E. 155th Street is the former Century Concrete plant site. This is a blighted 5.76-acre tract that has been vacant for approximately 15 years. This property includes an existing telecommunications tower and ground compound that will remain. This property is zoned a M-1 Light Industrial District.

The second site is a 20.79-acre parcel at 6107 E. 155th Street that is improved with a single-family home and approximately 10 sheds and barns. This property is zoned a R-3 Multiple-Family Residential District.

The applicant is proposing to rezone the properties to the Flex Commercial/Industrial district of the North Scott Corridor Overlay District + Guidelines. The Flex Commercial/Industrial District is designed to allow a variety of industrial or commercial uses in a planned environment with a higher degree of architectural design, site planning and landscaping. Building 4 would be identical to the three existing buildings in Southview Commerce Center.

The preliminary plan provides for one industrial/distribution building of 501,000 square feet on the 27-acre site. The building would be a cross-dock facility, with dock doors on the East and West elevations. The North elevation, facing 155th Street, includes corner office areas with transparent glass and defined entryways. The South elevation also includes these features. Employee parking areas are located on the North and South side of the building, convenient to the office areas. There is truck and trailer parking on the East and West elevations, for access to the dock doors.

A preliminary landscape plan was submitted with the application. A major element of the plan is a landscape buffer on the open space tract designed to provide screening and separation from the nearby

single-family homes. The buffer details include a 10-foot berm, planted with evergreen trees, shrubs, and sections of 6-foot cedar fencing. This is the same berm design and landscaping found in Southview Commerce Center. The landscape plan also designates areas of existing trees east of the building to remain.

Additionally, the applicant prepared a line of sight drawing that depicts view lines “A-A” from Valley Drive to the building, and “B-B” from White Avenue and Startimes Drive, to the building. These line of sight drawings are on Sheet L-0200. This colored drawing demonstrates that the dock doors and trailer parking are screened from nearby single-family homes. Depending on actual location, residents will see no more than the top one-half of the building.

A related application is a preliminary plat for Southview Residential. This is an important part of the development proposal, introducing new single-family lots and open space in the area as a buffer to properties to the East.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission convened a public hearing on March 15, 2021. Four residents appeared to speak in opposition to the request. At the conclusion of the public hearing, the Planning Commission recommended approval with conditions, of the rezoning from the M-1 Light Industrial District and R-3 Multiple Family Residential District to an FCI Flex Commercial/Industrial District. The Planning Commission vote was 6 to 0 in support of the application.

LIST OF REFERENCE DOCUMENTS ATTACHED:

1. Applicants Narrative
2. Preliminary Development Plan/Landscaping/Building Elevations – 11 pages
3. Concrete Plant Photographs
4. Location Map

Compatibility with North Scott Corridor Overlay:

NorthPoint Development proposes an expansion to the Southview Commerce Center, currently located within the North Scott Corridor Overlay. The existing Southview Commerce Center is currently zoned FCI (Flex Commercial Industrial) and abuts the subject property immediately to the south. The subject expansion property is currently zoned M1 and R3 and we are proposing a change to FCI (Flex Commercial Industrial) with a blanket Special Use to allow for the potential of warehousing and light manufacturing tenants. We believe our proposal will be an excellent addition to the City of Belton through significant capital investment, job creation, and additional tax and economic enhancement to the entire community. The City of Belton has adopted the North Scott Corridor Overlay District for new developments to use as their guidelines. We are committed to working with the City of Belton to provide an expansion of the existing development in conjunction with the North Scott Corridor Overlay.

NorthPoint continues to work closely with the City of Belton to adhere to the standards and guidelines found within the North Scott Overlay and using the underlying regulations as laid out in the BP-R Business Park Restricted District when necessary.

The appropriate zoning districts for properties within this overlay include:

The appropriate zoning district for our proposed use is FCI Flex Commercial / Industrial District that allows for the variety of manufacturing and warehousing uses that will allow us to bring quality tenants to the proposed expansion, just as we have for the existing development within Southview Commerce Center. Within this zoning district we would also propose a Special Use to allow for quality general manufacturing and warehousing tenants. We also propose maintaining the option to allow for outdoor storage should a tenant require it.

BULK REGULATIONS

Our design team continues to work closely with the city regarding the detailed guidelines to produce a development that is compatible with the standards of a quality development for the City of Belton and consistent with the existing development.

Min Lot Size: none

Min Open Space: 20% (open space is defined as any area not covered by a building, structure, parking lot, loading dock or driveway.) With the addition of the subject property and proposal of the fourth building, the overall development will maintain a minimum of 20% open space, proposing an overall open space area in excess of 35%.

BUILDING SETBACKS

- 20 ft Front Setback is required, and approximately 290 ft is provided from 155th Street
- 10 ft Side/Rear, if adjoining a similar zoning district
- 30 ft Side/Rear from existing residential zoning or use is required, and approximately 130' on the east and 170' on the west side is provided

- Max Building Height: Per underlying zoning district. The BP-R has a height maximum of 75 feet, however, the proposed building façade proposed for this site is no higher than 51' above the floor elevation.

LANDSCAPING AND BUFFERING:

Our proposed development is subject to the Large Site Landscaping Requirements below:

LARGE SITE LANDSCAPING REQUIREMENTS: New development within this overlay district on lots 10 acres or greater in size shall comply with the landscape standards as provided for in appendix "A". This large site standard allows for greater creativity and design flexibility in developing a site landscape plan.

NorthPoint is committed to creating a beautiful and inviting development with the use of creative landscaping and design elements, most specifically to buffer the adjacent single family residential to the east. A large berm and landscaping, consistent with that provided within the existing Southview Commerce Center development, has been proposed along the east side of the building.

STORM WATER MANAGEMENT All sites shall provide storm water management and detention facilities as necessary and required by City Code, following the storm water and flood protection regulations contained in the City's Unified Development Code, the City's design criteria for storm drainage systems and facilities, and the adopted "Manual of Best Management Practices for Stormwater Quality." When possible, storm water detention ponds should be designed as a water feature and as a site amenity with appropriate landscaping, walking trails, and site furniture.

Our proposed development provides storm water management and detention facilities as necessary and required by City Code.

Building Placement and Site Design Standards

All buildings and sites shall be designed to be pedestrian friendly by way of connecting walkways. Pedestrian connections shall be made, when feasible, between adjacent and connecting developments and to all adjacent public streets.

As part of our continued conversations with the City of Belton we are committed to the addition of pedestrian connection when feasible in a to be determined implementation. Whether it be through a sidewalk adjacent to public streets or potentially through a multi-use trail circling the perimeter of the Commerce Center. We will continue the conversations as we progress through design to determine a feasible pedestrian friendly plan.

Parking

Parking proposed is based on an estimated number of employees. We estimate that approximately 250 jobs will be added to the Belton community as result of the development expansion. Based on the size and scope of the proposed project, we believe this is a reasonable estimate of employment and subsequent amount of vehicle parking for a building of this size.

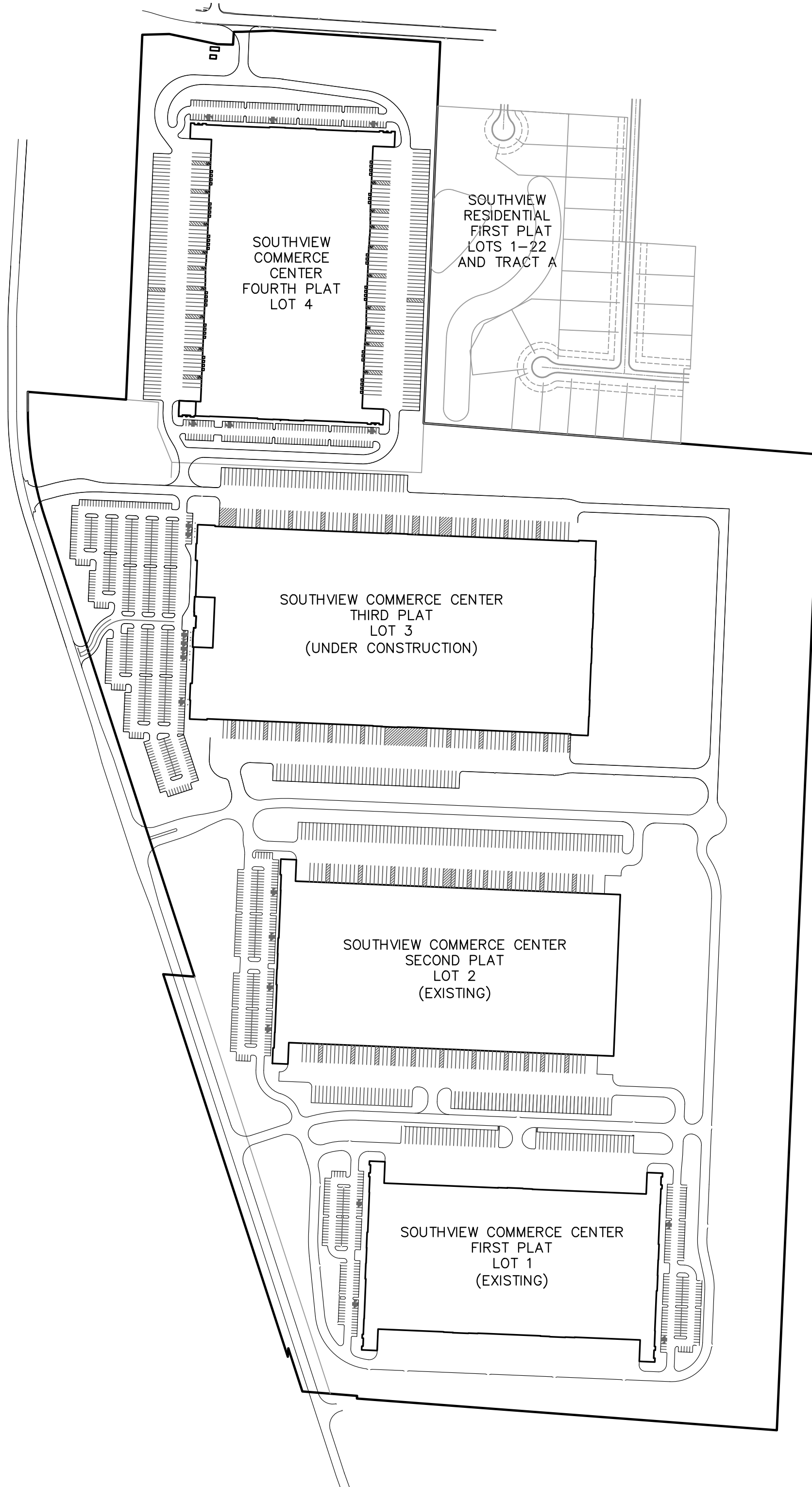
ARTICULATION OF FAÇADES AND BUILDING EXTERIOR FINISH MATERIALS

The proposed building design will be consistent with the three buildings within the existing development. The existing architecture has been coordinated with city staff to meet the requirements of the overlay district. Through changes in texture with paint and color and the addition of glass our high-quality design is consistent across the development. In addition, use of building appendages at each corner of the proposed building will be used to provide additional screening of the truck court areas from 155th Street.

SOUTHVIEW COMMERCE CENTER

PRELIMINARY DEVELOPMENT PLAN AMENDMENT/ PRELIMINARY PLAT/ REZONING

IN BELTON, CASS COUNTY, MO



SHEET LIST	
NO.	TITLE
C-0001	TITLE SHEET
C-0050	PRELIMINARY PLAN DEVELOPMENT AMENDMENT
C-0100	EXISTING CONDITIONS PLAN
C-0200	SITE PLAN
C-0400	GRADING PLAN
C-0800	UTILITY PLAN
L-0100	LANDSCAPE PLAN
L-0200	SECTION
A4.01	ELEVATIONS
A4.02	ELEVATIONS
A4.03	ELEVATIONS

PROPERTY DESCRIPTION:

Two contiguous tracts of land lying in Section 1, Township 46 North, Range 33 West described below as the Building 4 Tract and the Original Southview Commerce Center Tract:

Building 4 Tract

A tract of land containing an area of 1,157,400 square feet of land lying in Lot 2 of Section 1, Township 46 North, Range 33 West in Belton, Cass County, Missouri, more particularly described as follows: Commencing at the Northwest corner of Section 1, being a point on the township line lying 0.32 feet North of a 2" aluminum monument stamped "LS 2000148659"; Thence South 86° 25' 23" East, along said township line, 1274.85 feet to the Northeast corner of Lot 2 of the Northwest quarter of Section 1; Thence South 02° 28' 52" West, along the East line of said Lot 2, 33.42 feet to the South right of way line of 155th Street and the Point of Beginning of the tract herein described; Thence South 02° 28' 52" West 205.78 feet to the common line between the Sunset Hill Addition and Sunset Hill Second Plat; Thence South 02° 28' 52" West 1021.68 feet along the common between Lot 2 of said quarter section and Sunset Hill Second Plat to a point on the Southwest corner of Sunset Hill Second Plat and the Southeast corner of Lot 2 of the Northwest quarter of Section 1 as monumented by a 5/8" bar of unknown origin; Thence North 85° 29' 17" West 640.54 feet to the southerly corner dividing the East and West halves of Lot 2 of said quarter section as monumented by a 1/2" bar with no cap; Thence North 85° 28' 27" West 320.11 feet to the Southwest corner of the East half of the West half of Lot 2 of said quarter section; Thence North 02° 40' 08" East 1175.64 feet along the West line of the East half of the West half of Lot 2 to the South right of way line of 155th Street; Thence North 88° 17' 37" East 83.36 feet along said right of way line; Thence South 78° 01' 44" East 158.96 feet along said right of way line; Thence North 88° 17' 42" East 50.63 feet along said right of way line; Thence North 03° 35' 00" East 41.28 feet along said right of way line; Thence North 89° 23' 21" East 27.51 feet along said right of way line to the common line between the East and West halves of Lot 2; Thence North 87° 49' 52" East 96.64 feet along said right of way line; Thence South 86° 05' 42" East 541.25 feet to the point of beginning.

Original Southview Commerce Center Tract

Part of Lot 1 of the Northwest Quarter, and part of the Southwest Quarter, all in Section 1, Township 46 North of the Baseline, 33 West of the Fifth Principal Meridian, Belton, Cass County, Missouri, described as follows: Commencing at the Southwest corner of said Section 1; thence North 02 degrees 30 minutes 02 seconds East on the East line of said Southwest Quarter, 835.81 feet to the North right-of-way line of 162nd Street, and the point of beginning; thence North 85 degrees 41 minutes 10 seconds West on said North right-of-way line, 1,354.87 feet to the East right-of-way line of U.S. Highway 71; thence North 04 degrees 00 minutes 31 seconds East, on said East right-of-way line, 8.68 feet to an angle point in said East right-of-way line, being 280 feet left of Highway 71 centerline Station 77+31; thence North 85 degrees 23 minutes 51 seconds West on said East right-of-way line, 176.62 feet to an angle point in said East right-of-way line, being 117 feet left of centerline Station 76+63; thence North 18 degrees 02 minutes 32 seconds West on said East right-of-way line, 146.04 feet to the East line of a tract described in Book 540, Page 192 at the Cass County Recorder's Office; thence South 03 degrees 27 minutes 49 seconds West on said East right-of-way line and East line of said tract, 27.28 feet to an angle point in said East right-of-way line; thence North 18 degrees 02 minutes 32 seconds West on said East right-of-way line, 1,294.42 feet to the North line of said tract; thence South 85 degrees 34 minutes 06 seconds East on said East right-of-way line and the North line of said tract, 100.64 feet to an angle point in said East right-of-way line; thence North 18 degrees 02 minutes 32 seconds West on said East right-of-way line, 1,556.39 feet to a point of curvature being 200 feet left of centerline Station 47+30, also being 50 feet left of Highway 71 Outer Road Station 47+30; thence Northwesterly on a curve to the right on said East right-of-way line (said curve having a radius of 1,096.00 feet, a chord bearing of North 09 degrees 02 minutes 32 seconds West, a chord distance of 342.90 feet, and an initial tangent bearing of North 18 degrees 02 minutes 32 seconds West), an arc length of 344.32 feet to a point of tangency, being 50 feet left of Highway 71 Outer Road Station 43+70; thence North 00 degrees 02 minutes 32 seconds West on said East right-of-way line, 63.01 feet to the North line of Lot 1 of the Northwest Quarter of said Section 1; thence South 85 degrees 28 minutes 47 seconds East on said North line, 2,554.63 feet to the Northeast corner of Lot 1; thence South 02 degrees 29 minutes 12 seconds West on the East line of said Lot 1, 1,320.18 feet to the Northeast corner of the Southwest Quarter of said Section 1; thence South 02 degrees 30 minutes 02 seconds West, 1,822.34 feet to the point of beginning.

PROJECT TEAM:

DEVELOPER
 NORTHPOINT DEVELOPMENT
 4825 NW 41ST STREET, SUITE 500
 RIVERSIDE, MO 64150
 CONTACT: BRENT MILES
 PHONE: 816.888.7380
 EMAIL: CCHANCELLOR@NORTHPOINTKC.COM

ENGINEER
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 RIVERSIDE, MO 64150
 CONTACT: SHANNON BUSTER
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 EMAIL: SBUSTER@NORTHPOINTKC.COM

SURVEYOR
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 4825 NW 41ST STREET, SUITE 500
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ARCHITECT
 STUDIO-NORTH ARCHITECTURE
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LANDSCAPE ARCHITECT
 SITEPOINT, LLC
 4825 NW 41ST STREET, SUITE 500
 RIVERSIDE, MO 64150
 CONTACT: BRIAN FROQUER
 PHONE: 816.888.7380
 EMAIL: BFROQUER@NORTHPOINTKC.COM

UTILITY CONTACT LIST:

PUBLIC WORKS
 CITY OF BELTON PUBLIC WORKS
 PHONE: 816.331.6973

TELECOM
 AT&T
 PHONE: 800.464.7928

ELECTRIC
 KCP&L
 PHONE: 816.471.5275

DOMESTIC GAS
 MGE/SPIRE
 PHONE: 816.756.5252

WATER SERVICE
 CITY OF BELTON
 PHONE: 816.331.4331



Southview Commerce
 Center
 BELTON
 CASS COUNTY
 MO
 Certificate of Authority #E-2020016354

Project No.: 3228
 Date: 2021.01.15
 Issued For: Entitlement Submittal

Revisions:

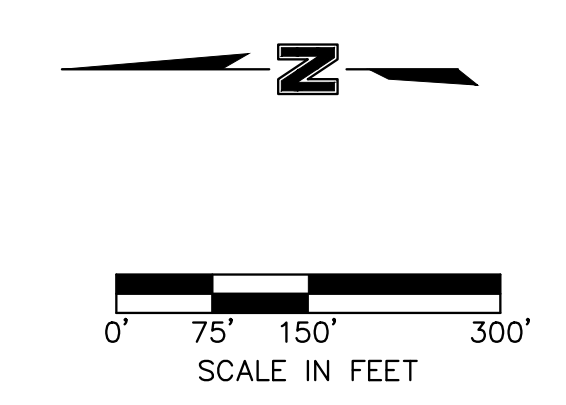
No.	Date	Description
1	2021.03.02	City Resubmittal

Preliminary
 Not For Construction

C-0001

COVER SHEET

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Southview Commerce Center
 BELTON
 CASS COUNTY
 MO
 Certificate of Authority #E-2020018354

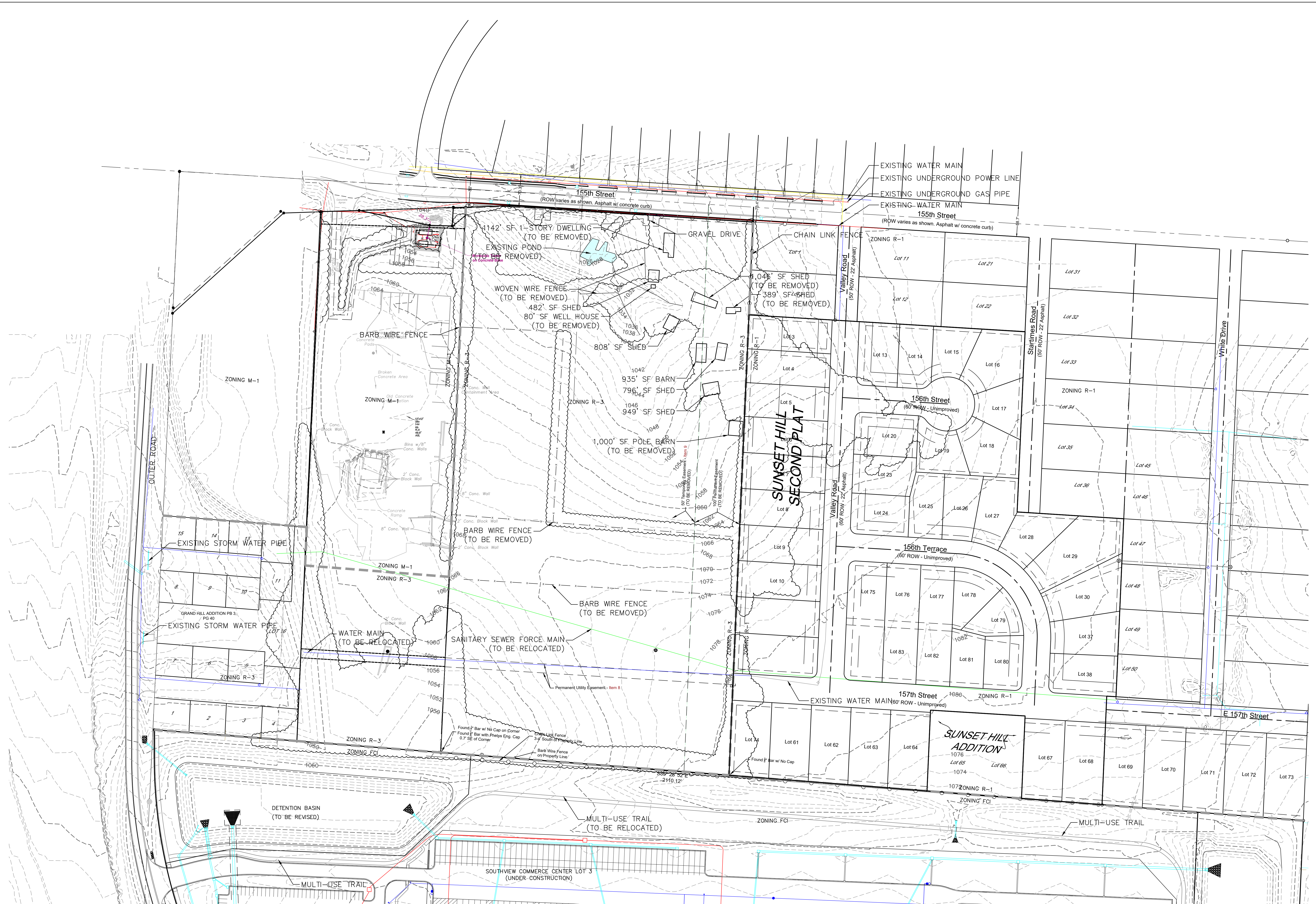
Project No.: 3228
 Date: 2021.01.15
 Issued For: Entitlement Submittal

Revisions:

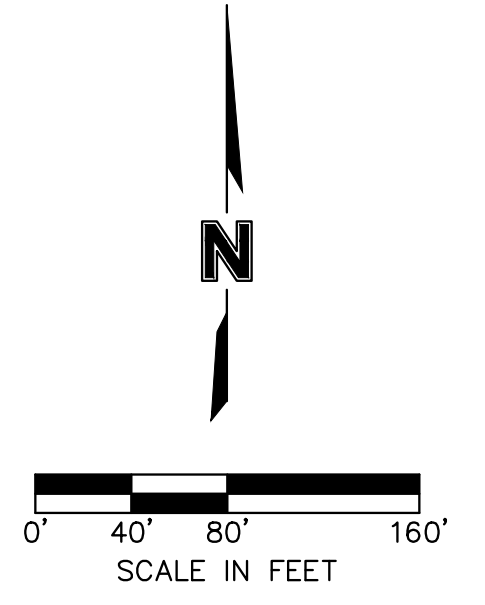
No.	Date	Description
1	2021.03.02	City Resubmittal

Preliminary
 Not For Construction

C-0050
 PRELIMINARY PLAN
 DEVELOPMENT
 AMENDMENT



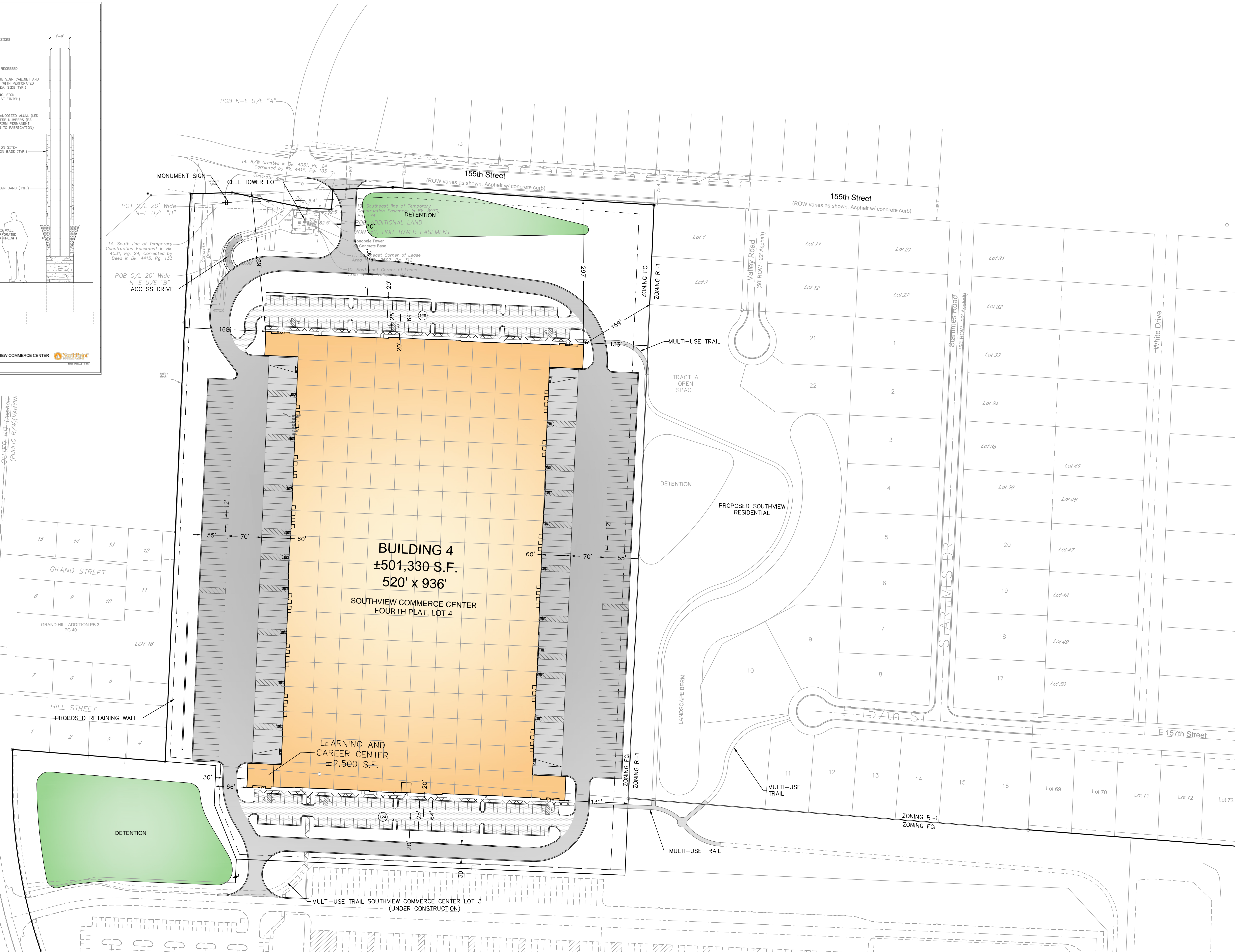
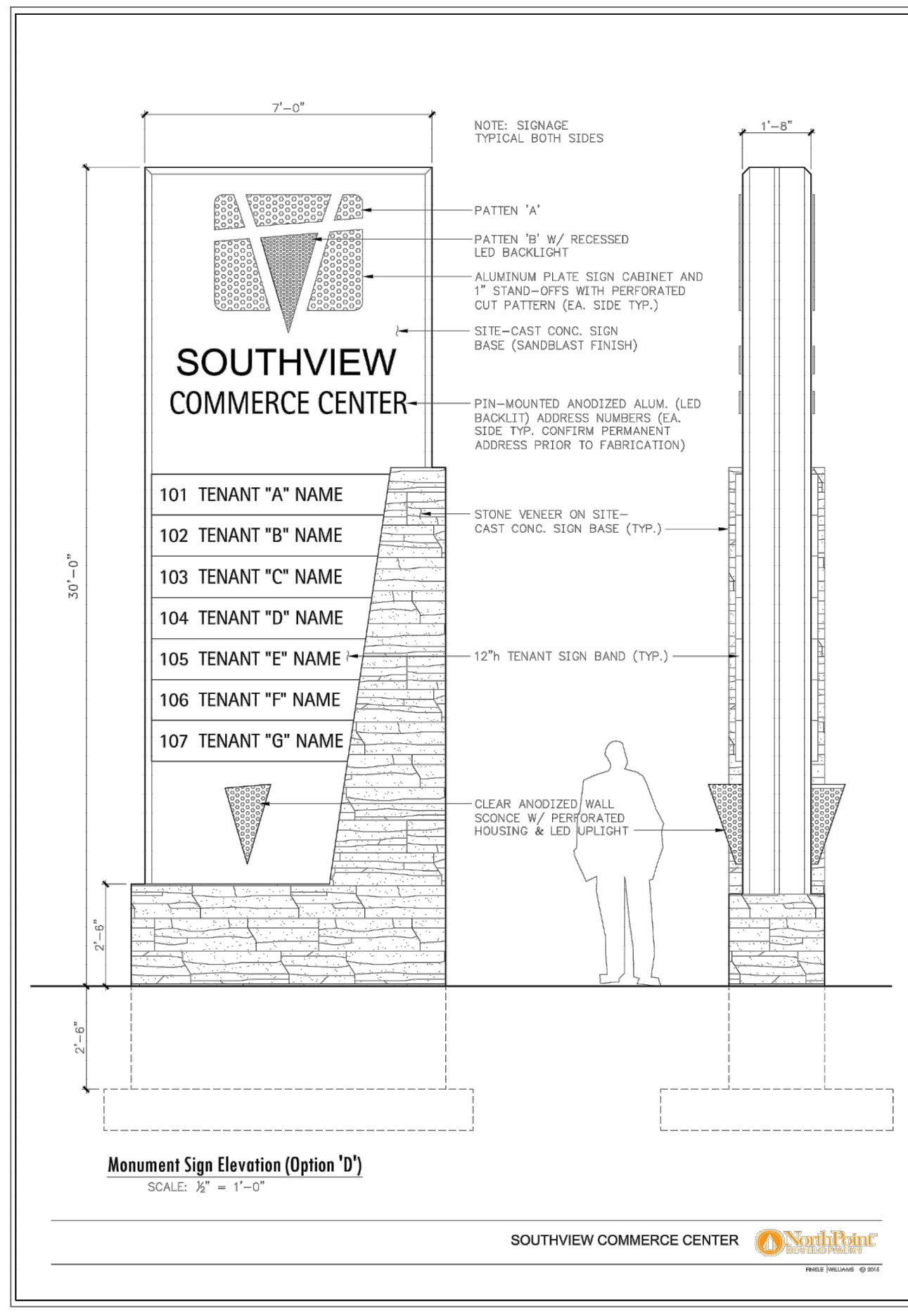
LEGEND	
100	EXISTING INDEX CONTOURS
100	EXISTING INTERMEDIATE CONTOURS
100	PROPOSED INDEX CONTOURS
100	PROPOSED INTERMEDIATE CONTOURS
UTILITY LEGEND	
	STORM SEWER
	SANITARY SEWER (FORCE MAIN)
	WATER MAINS
	ELECTRICAL (TRANSMISSION)
	ELECTRICAL (SERVICE)
	TELEPHONE/COMMUNICATION
NOTES	
SUNSET HILL SECOND PLAT LOTS AND RIGHT OF WAY ARE DEDICATED NOT CONSTRUCTED	



Project No.:	3228	
Date:	2021.01.15	
Issued For:	Entitlement Submittal	
Revisions:		
No.	Date	Description
1	2021.03.02	City Resubmittal

Preliminary
Not For Construction

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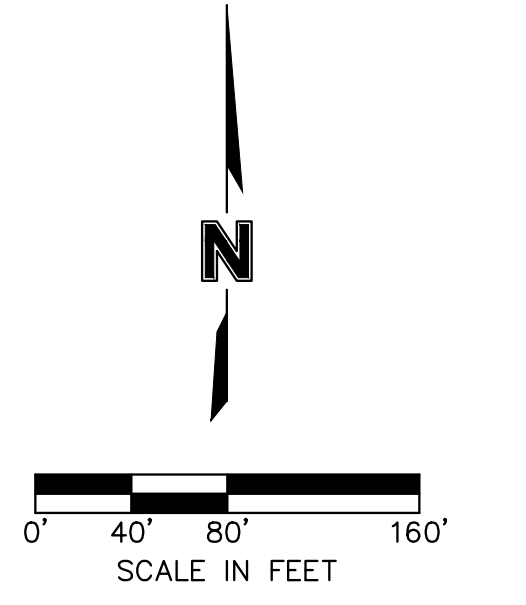


LEGEND

	CONCRETE SIDEWALK
	LIGHT DUTY ASPHALT PAVEMENT
	HEAVY DUTY ASPHALT PAVEMENT
	CONCRETE PAVEMENT
	CG-1 CURB & GUTTER
	# OF PARKING STALLS

- GENERAL NOTES**
- THIS PLAN SHALL SERVE AS A PRELIMINARY PLAT.
 - EXISTING CONDITIONS AND UTILITIES ARE INDICATED ON THE EXISTING CONDITIONS PLAN.
 - GENERAL CONFIGURATION OF PROPOSED LOTS AND TRACTS ARE AS INDICATED IN PLAN SET.
 - FINAL DEVELOPMENT PLAN TO INCLUDE FINAL DETAILS ON SIGNAGE, BUILDING MATERIALS, BUILDING ELEVATIONS, LANDSCAPING AND LIGHTING PLAN.
 - PROPOSED CONTOURS, GRADES AND UTILITIES ARE SUBJECT TO FINAL ENGINEERING DESIGN AND APPROVAL BY CITY, PRIVATE UTILITY COMPANIES AND BUILDING PERMIT PLAN APPROVAL.
 - INGRESS AND EGRESS TO EACH LOT WILL BE FROM A PUBLIC STREET AND/OR ACCESS EASEMENT.
 - PRIVATE ACCESS EASEMENT AGREEMENTS FOR EACH LOT SHALL BE RECORDED AGAINST THE PROPERTY AS REQUIRED TO PROVIDE ACCESS.
 - LOTS OR TRACTS ESTABLISHED BY THIS PLAN MAY BE FURTHER SUBDIVIDED BY APPLICATION FOR LOT SPLIT OR MINOR SUBDIVISION.
 - PROJECT PHASES IDENTIFYING BUILDING SEQUENCING IS BASED UPON MARKET DEMAND.
 - ALL ROOFTOP MECHANICAL EQUIPMENT WILL BE SCREENED

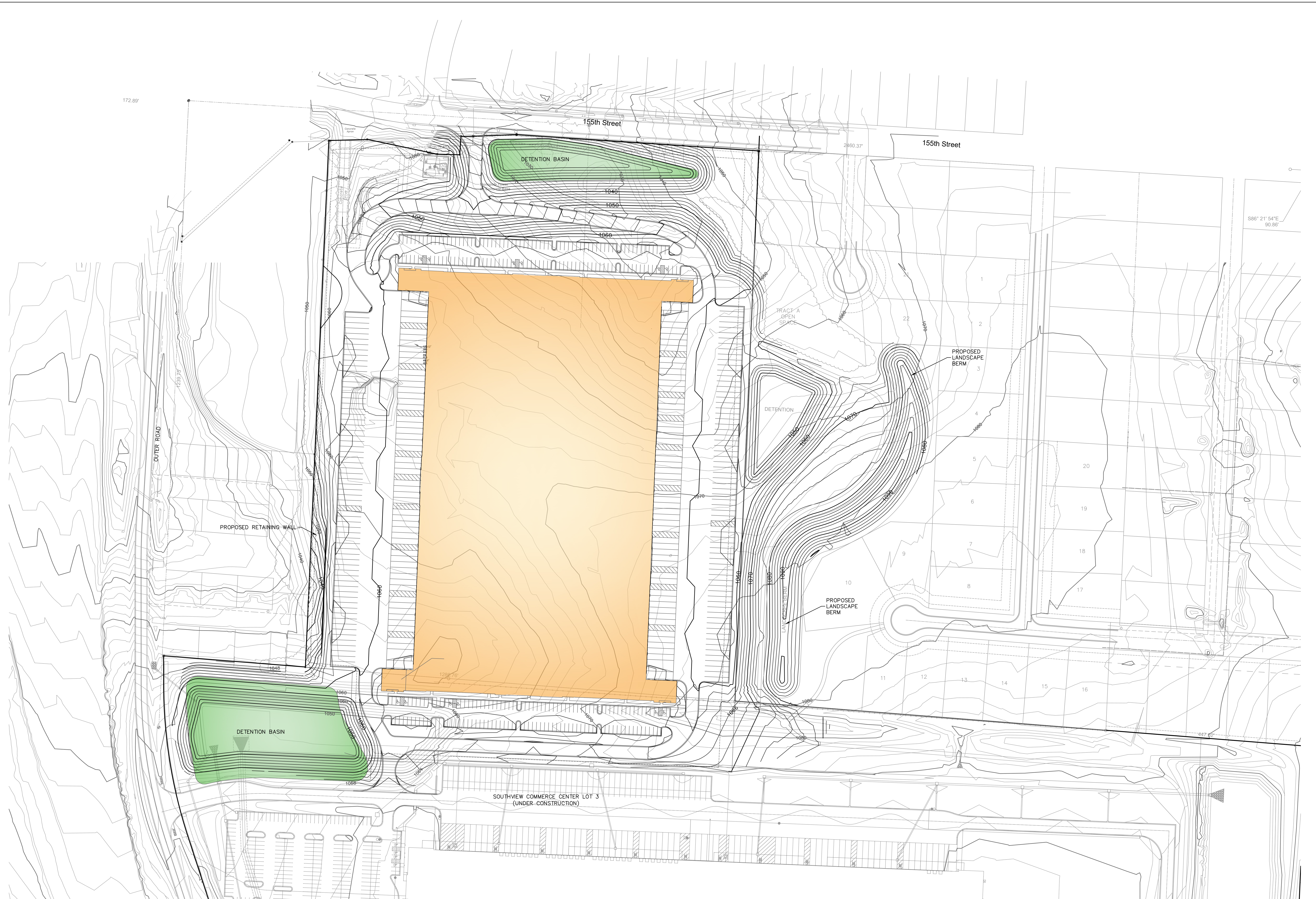
- LOT 4 BUILDING SETBACK:**
- FRONT YARD (MIN.): 20'
 - REAR YARD (MIN.): 10'
 - WEST SIDE YARD (MIN.): 10'
 - EAST SIDE YARD (MIN.): 30'



Project No.: 3228
Date: 2021.01.15
Issued For: Entitlement Submittal

Revisions:

No.	Date	Description
1	2021.03.02	City Resubmittal



Southview Commerce Center
 BELTON
 CASS COUNTY
 MO
 Certificate of Authority #E-202016354

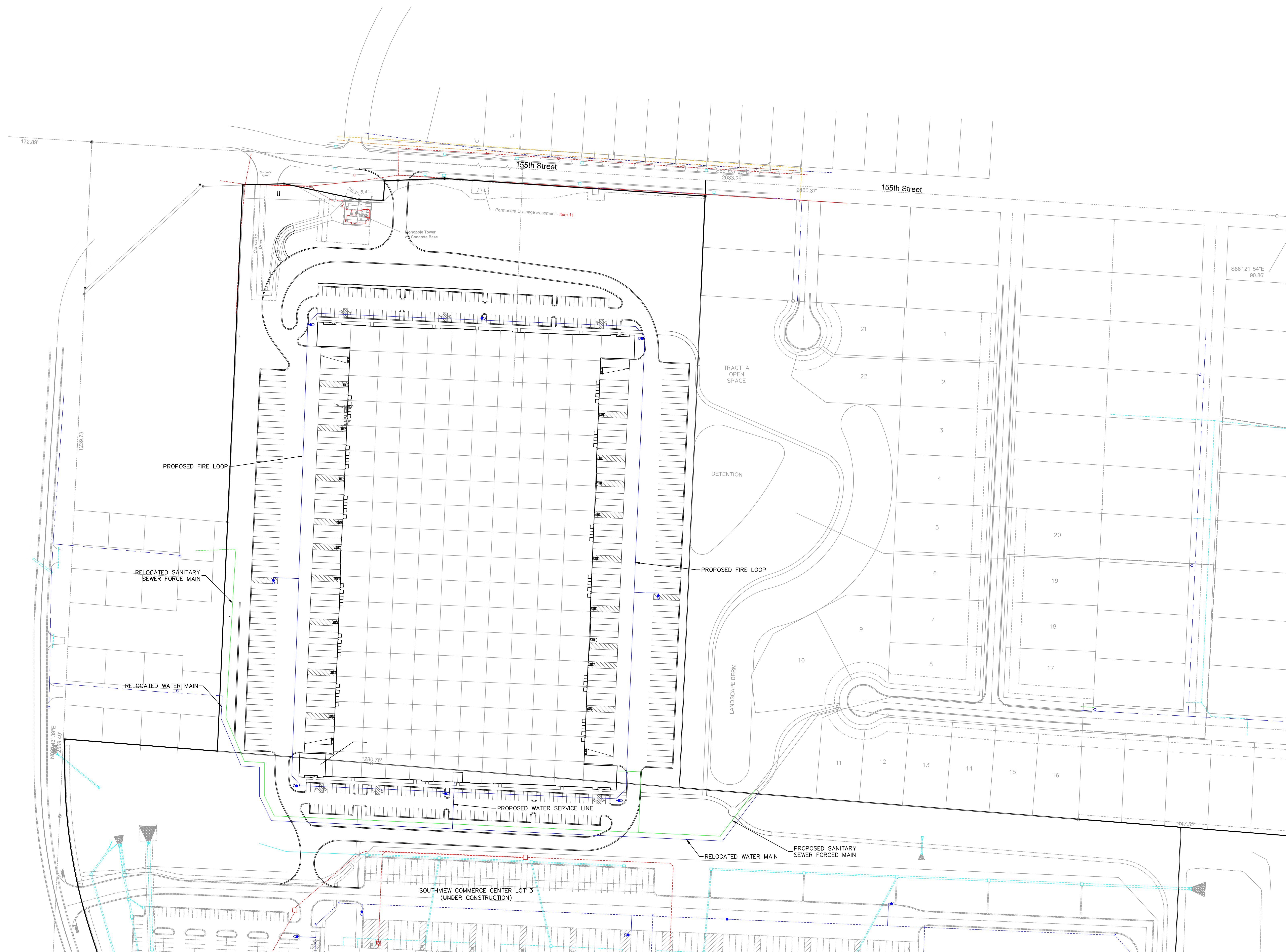
Project No.: 3228
 Date: 2021.01.15
 Issued For: Entitlement Submittal

Revisions:

No.	Date	Description
1	2021.03.02	City Resubmittal

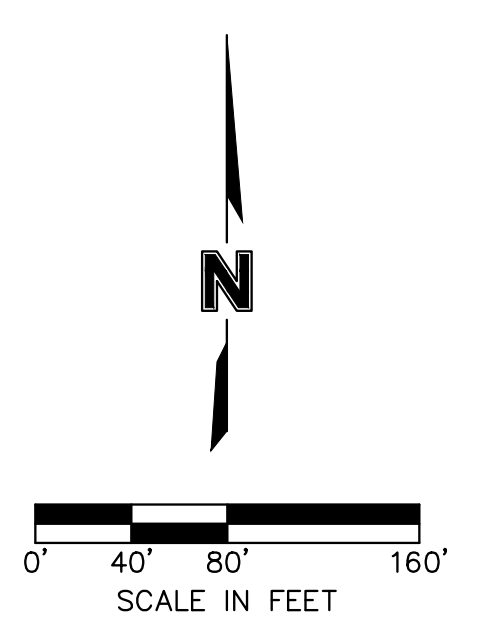
Preliminary
 Not For Construction

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UTILITY LEGEND

	STORM SEWER
	SANITARY SEWER (FORCE MAIN)
	WATER MAINS
	ELECTRICAL (TRANSMISSION)
	ELECTRICAL (SERVICE)
	TELEPHONE/COMMUNICATION



Southview Commerce Center
BELTON
CASS COUNTY
MO
Certificate of Authority #E-2020018354

Project No.: 3228
Date: 2021.01.15
Issued For: Entitlement Submittal

Revisions:

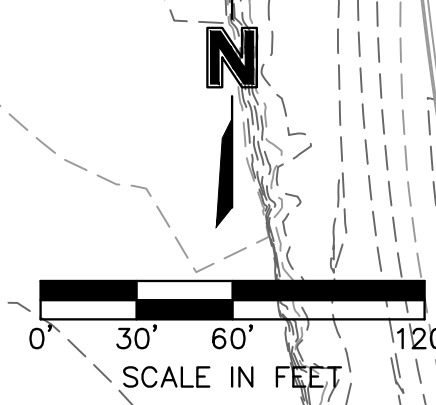
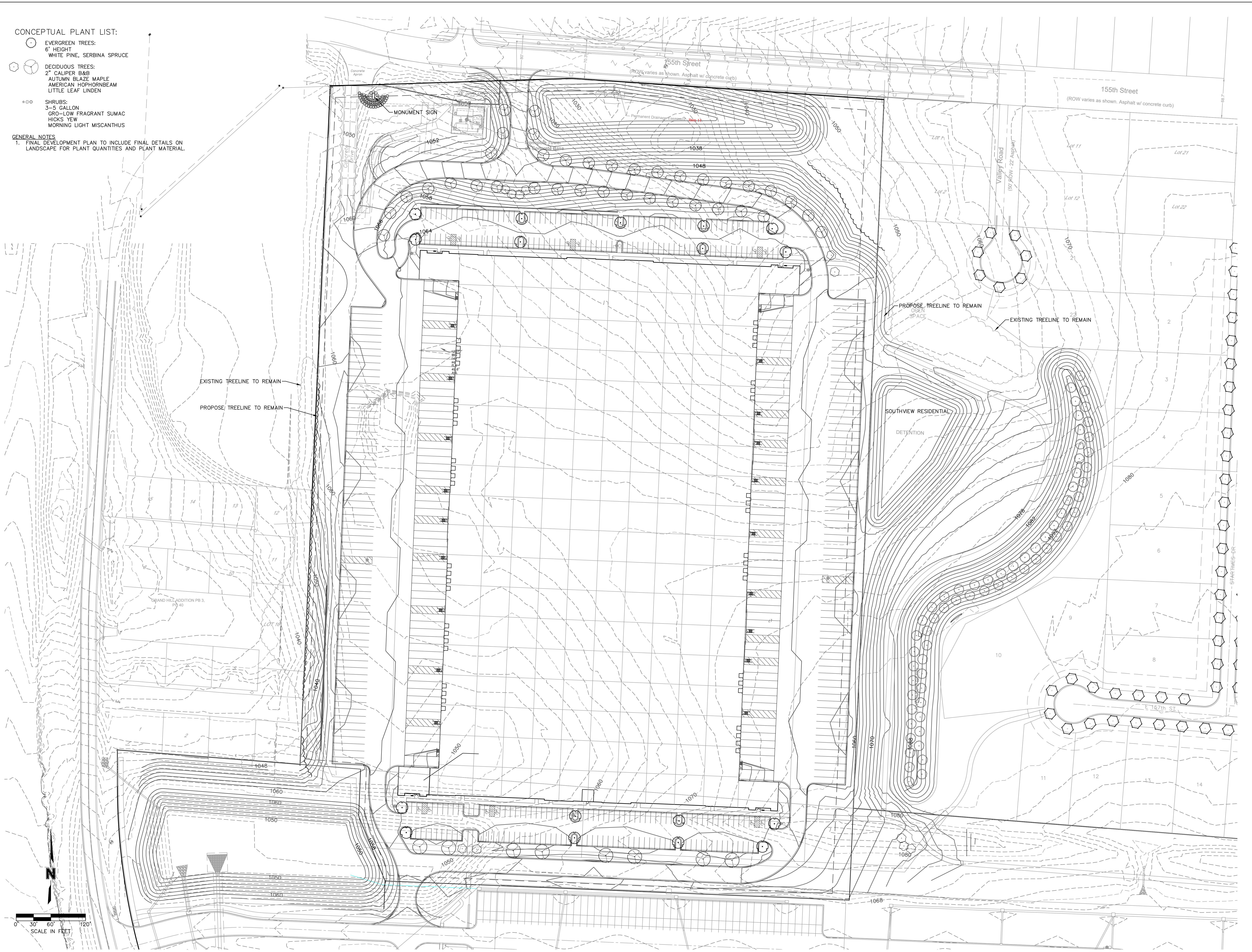
No.	Date	Description
1	2021.03.02	City Resubmittal

Preliminary
Not For Construction

CONCEPTUAL PLANT LIST:

- EVERGREEN TREES:
6' HEIGHT
WHITE PINE, SERBINA SPRUCE
- DECIDUOUS TREES:
2" CALIPER B&B
AUTUMN BLAZE MAPLE
AMERICAN HOPHORNBEAM
LITTLE LEAF LINDEN
- SHRUBS:
3-5 GALLON
GRO-LOW FRAGRANT SUMAC
HICKS YEW
MORNING LIGHT MISCANTHUS

GENERAL NOTES
1. FINAL DEVELOPMENT PLAN TO INCLUDE FINAL DETAILS ON LANDSCAPE FOR PLANT QUANTITIES AND PLANT MATERIAL.



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Southview Commerce Center
BELTON
CASS COUNTY
MO
Certificate of Authority #E-202018354

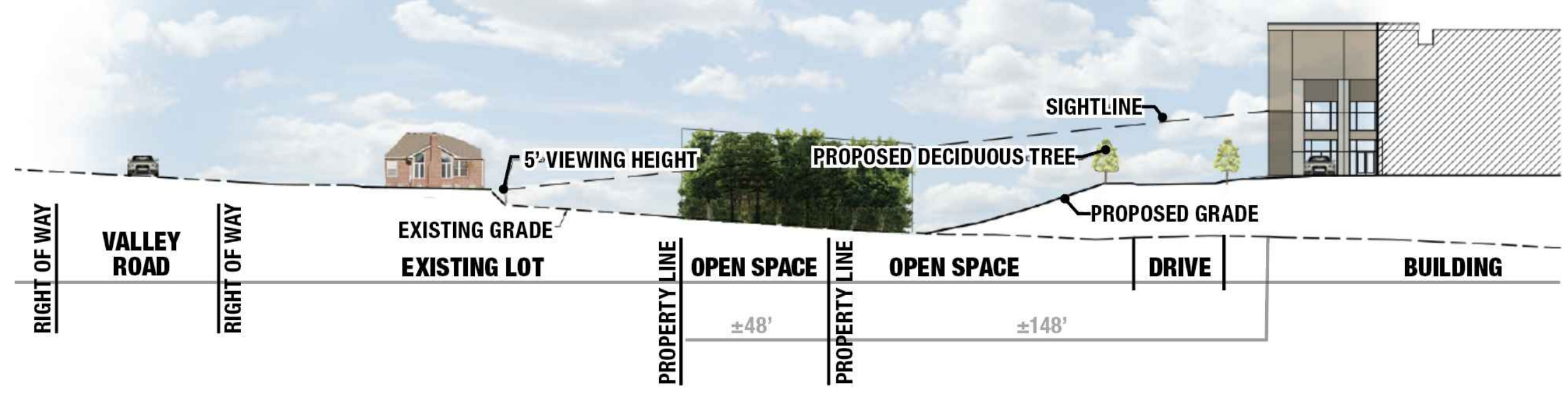
Project No.: 3228
Date: 2021.01.15
Issued For: Entitlement Submittal

Revisions:

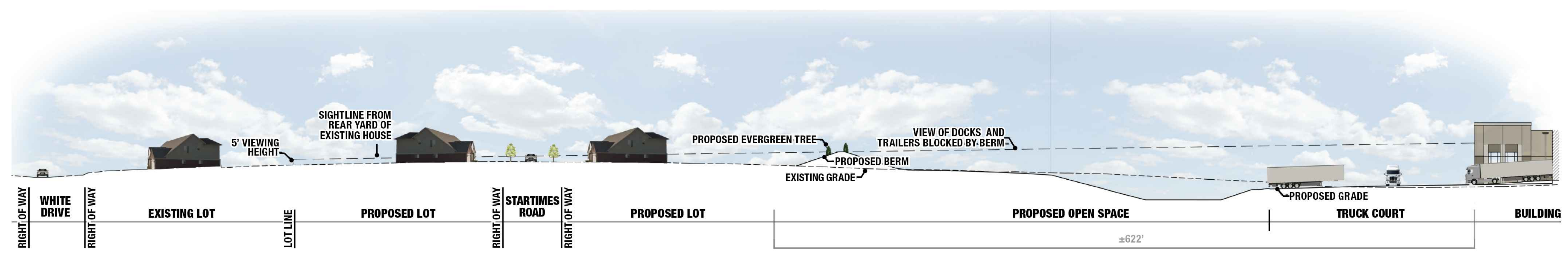
No.	Date	Description
1	2021.03.02	City Resubmittal

Preliminary
Not For Construction

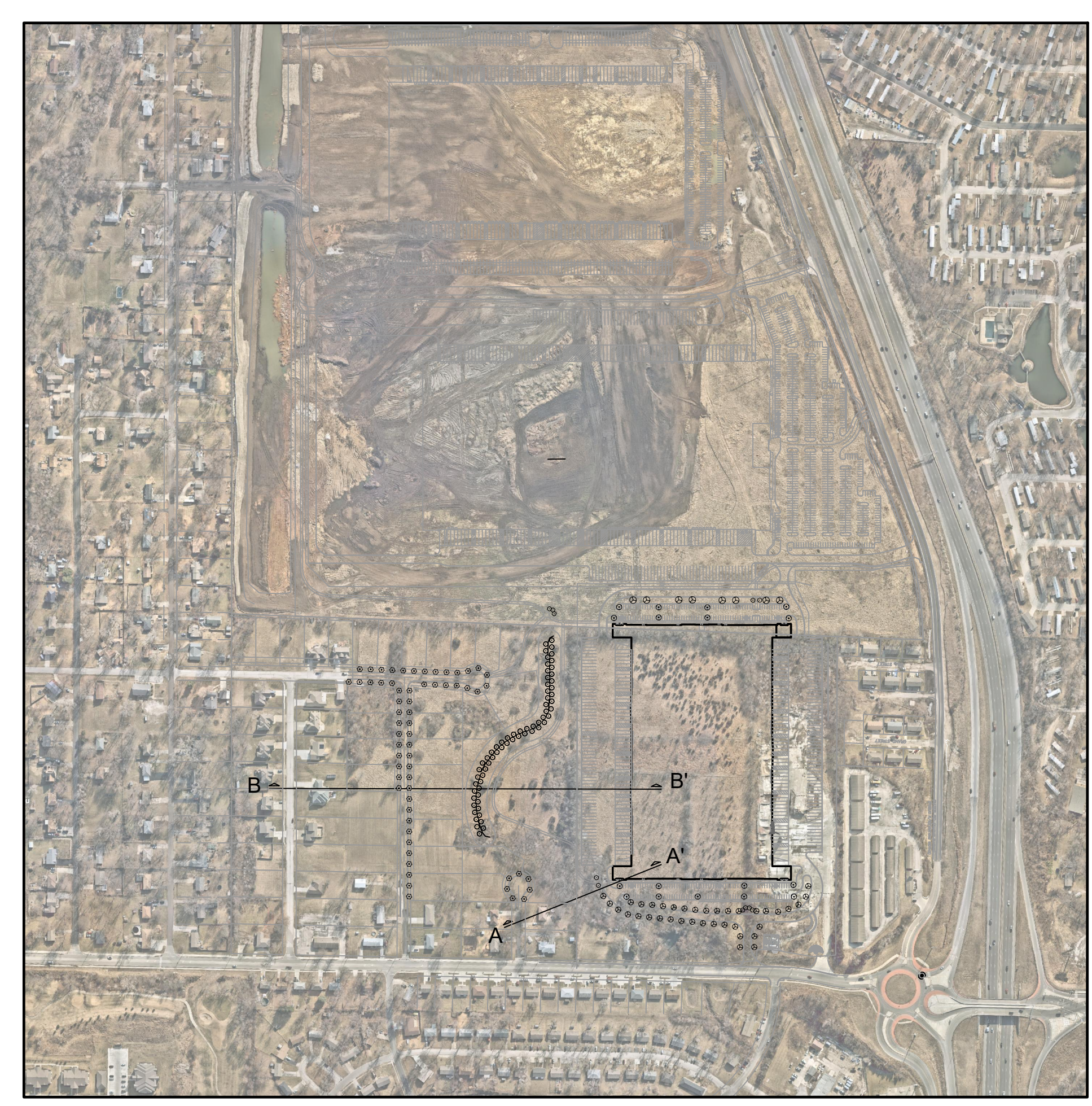
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SECTION A-A'



SECTION B-B'



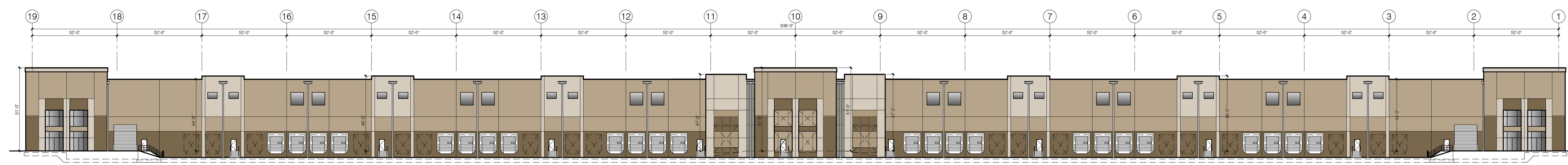
KEY MAP

Project No.: 3228
 Date: 2021.01.15
 Issued For: Entitlement Submittal

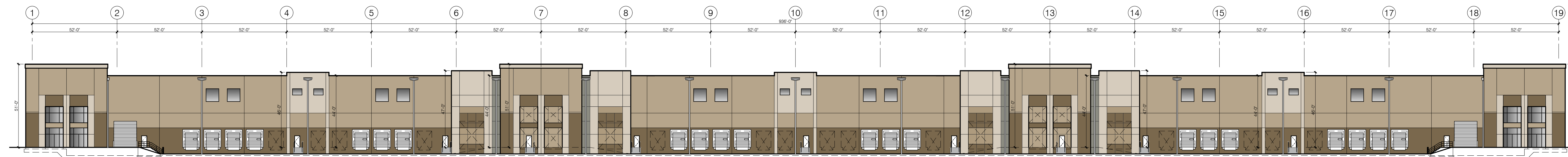
Revisions:

No.	Date	Description
1	2021.03.02	City Resubmittal

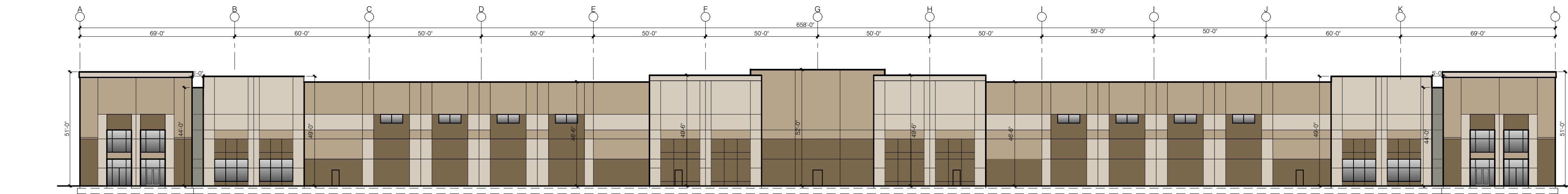
Preliminary
 Not For Construction



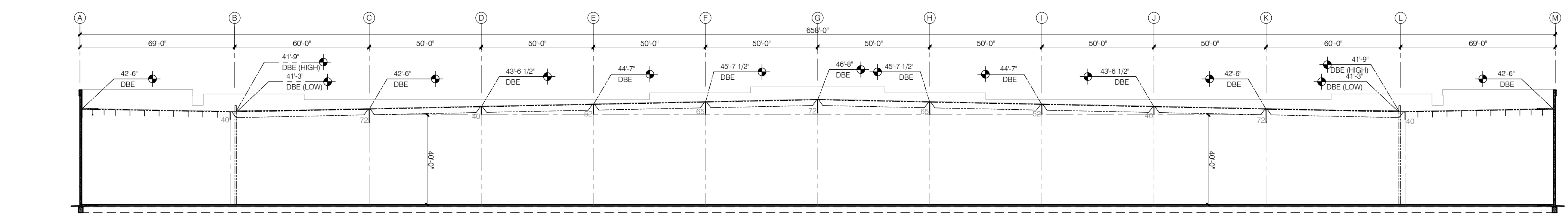
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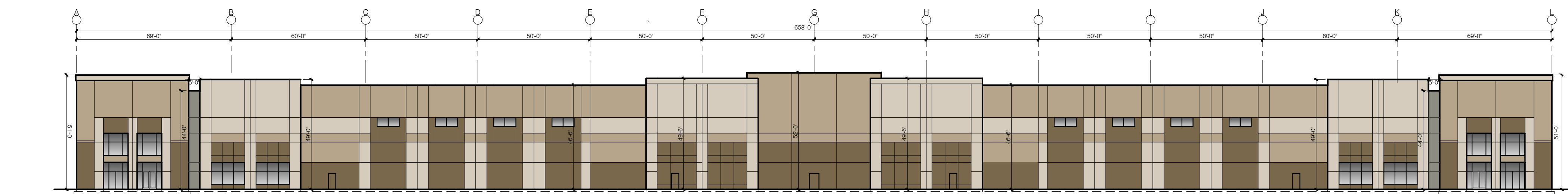
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Scale: 1/32" = 1'-0"



3 OVERALL SOUTH ELEVATION
Scale: 1/32" = 1'-0"



2 BUILDING SECTION
Scale: 1/32" = 1'-0"



1 OVERALL NORTH ELEVATION
Scale: 1/32" = 1'-0"

COLOR COATING LEGEND

1. ALL COPING COLORS TO MATCH ADJACENT PAINT FINISH (U.N.O.)
 2. ALL GUTTER, CONDUCTOR HEADS, AND DOWNSPOUTS TO MATCH DREXEL METALS "SURREY BEIGE"
 3. COLORS AND REVEALS TO WRAP EXTERIOR EDGES OF LAP PANELS (U.N.O.)
- SHERWIN WILLIAMS: SW7047 "PORPOISE"
 - SHERWIN WILLIAMS: SW7032 "WARM STONE"
 - SHERWIN WILLIAMS: MATCH DREXEL METALS "SURREY BEIGE"
 - SHERWIN WILLIAMS: SW7567 "NATURAL TAN"



studioNorth
ARCHITECTURE
4825 NW 41st Street | Suite 500 | Riverview, MO 64110
816 | 888 | 7380
NP Studio North, LLC
Missouri Certificate of Authorization No. A-2017040540

CIVIL	OLSSON ASSOCIATES
LANDSCAPE	OLSSON ASSOCIATES
FOUNDATIONS	KRUDWIG STRUCTURAL ENGINEERS
STRUCTURAL	KRUDWIG STRUCTURAL ENGINEERS
PLUMBING	DESIGN-BUILD
MECHANICAL	DESIGN-BUILD
ELECTRICAL	DESIGN-BUILD
FIRE PROTECTION	DESIGN-BUILD
CONTRACTOR	BRINKMANN CONSTRUCTORS

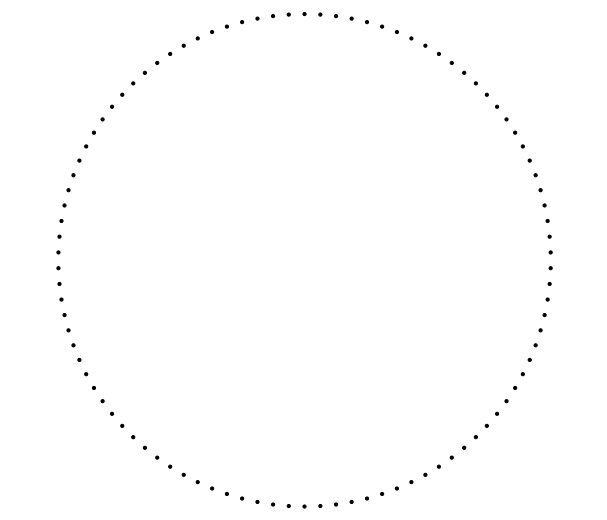


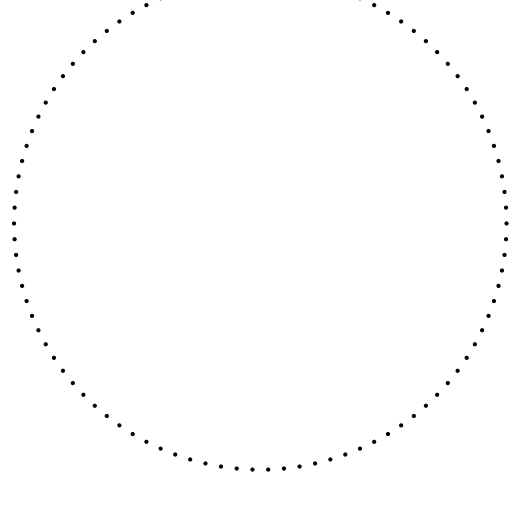
**Southview
Commerce Center
Building 4**
Interstate 49 & 162nd Street
Belton, MO 64012

Project No. XXXX
Date: 02.17.21
Issued For: Preliminary Planning Set

Revisions:

No.	Date	Description

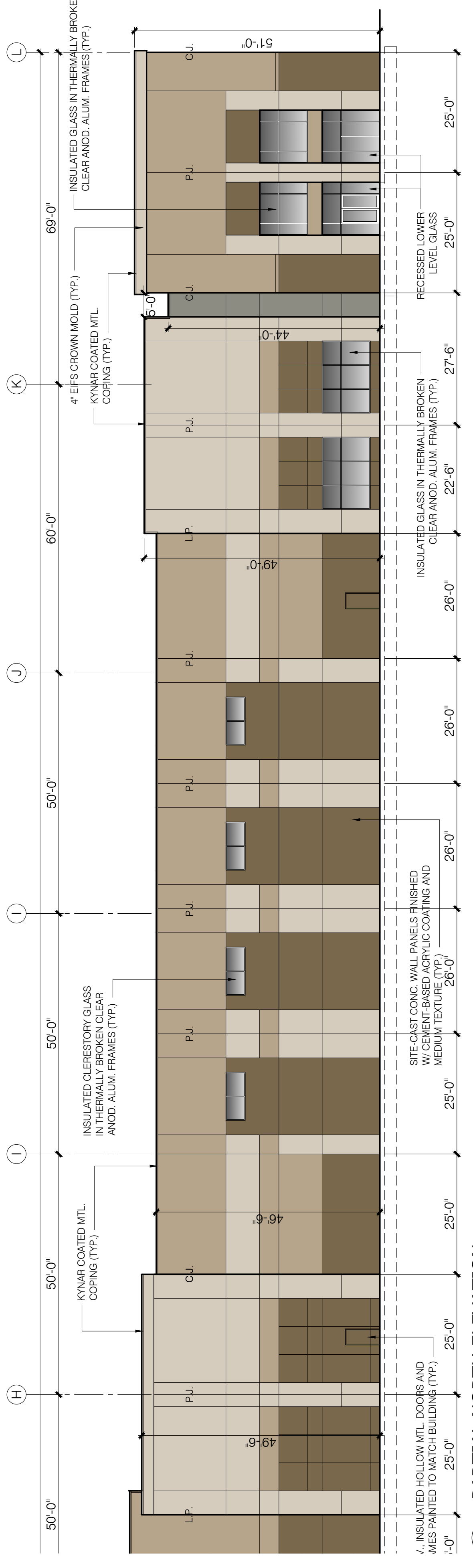




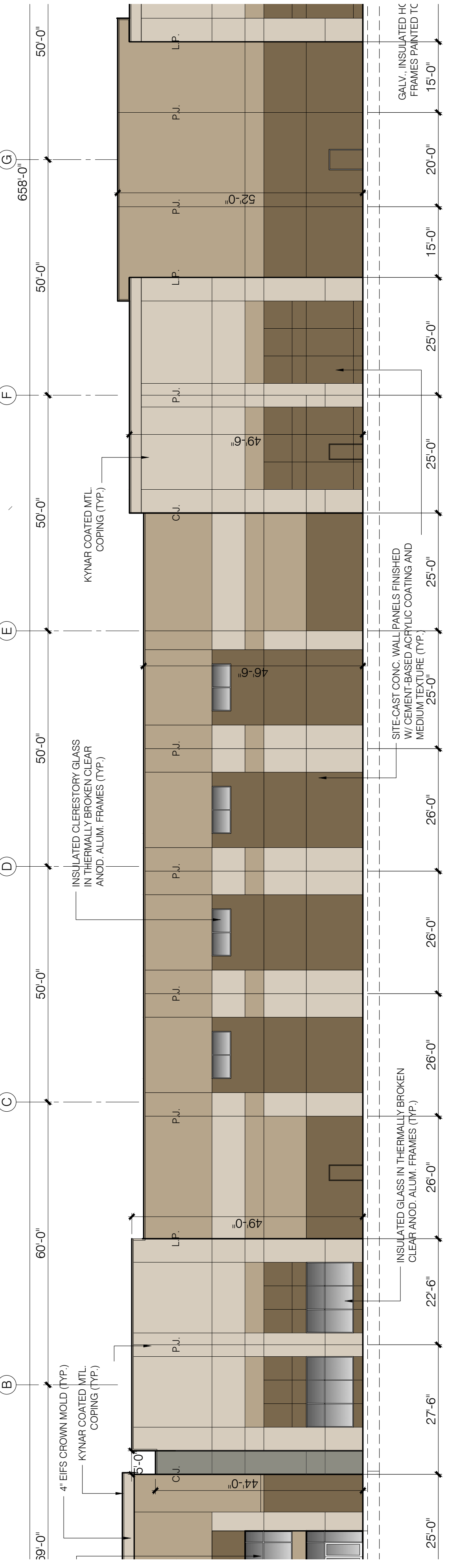
COLOR COATING LEGEND

- ALL CORNER JOISTS TO MATCH ADJACENT PANEL FINISH (U.O.)
- ALL GUTTER, CONDUCTOR HEADS, AND DOWNSPOUTS TO MATCH DIEKEL METALS COLORS AND REVEALS TO WRAP EXTERIOR EDGES OF LAP PANELS (U.O.)

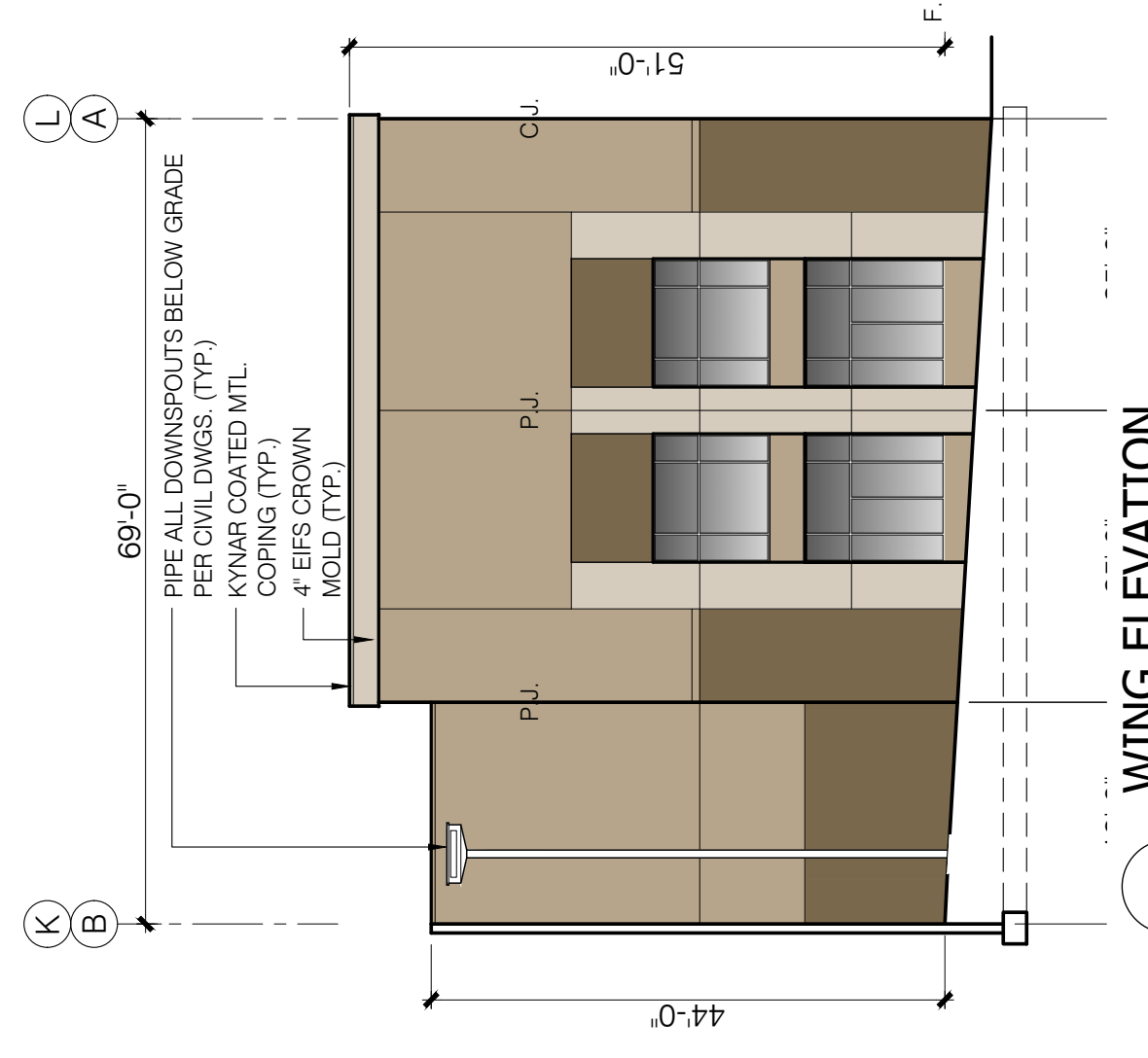
■	SHERWIN WILLIAMS SW7357 PORPOISE
■	SHERWIN WILLIAMS SW7352 WARM STONE
■	SHERWIN WILLIAMS MATCH DIEKEL METALS 'SUNREY' BEIGE
■	SHERWIN WILLIAMS SW7359 NATURAL TAN



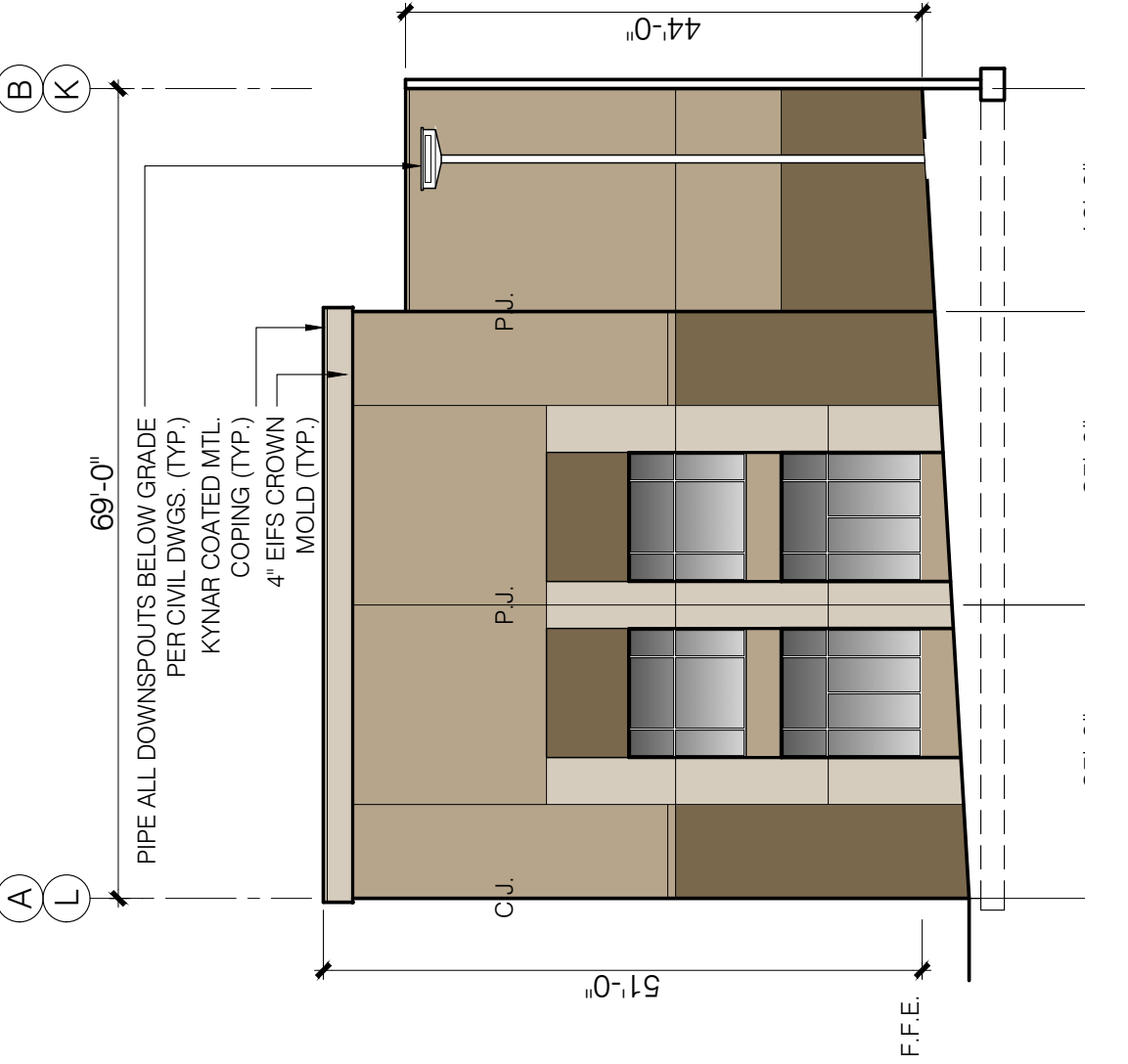
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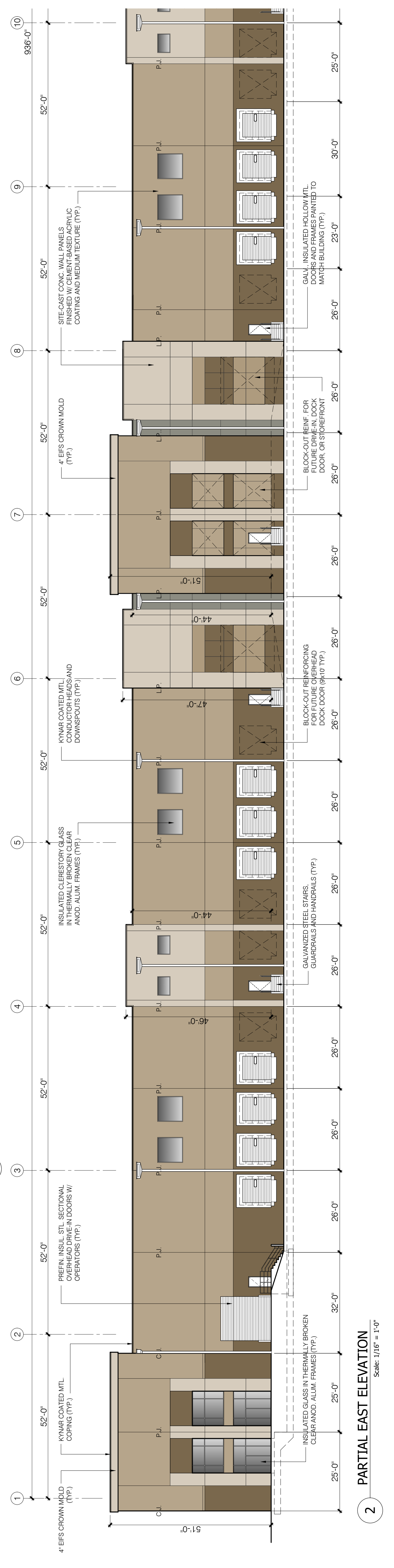
3 PARTIAL NORTH ELEVATION
Scale: 1/16" = 1'-0"



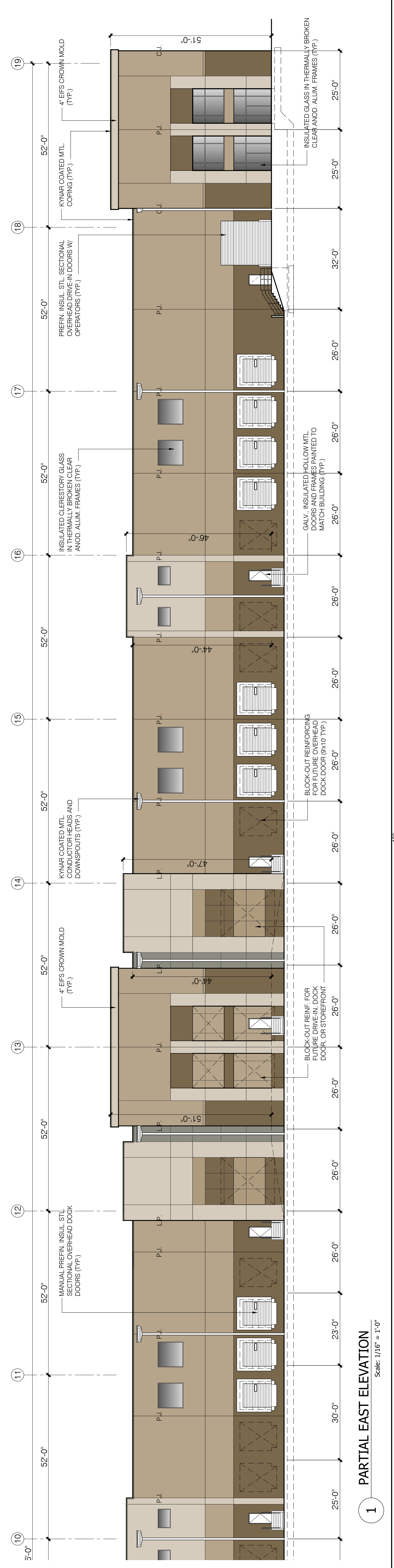
6 WING ELEVATION
Scale: 1/16" = 1'-0"



5 WING ELEVATION
Scale: 1/16" = 1'-0"



2 PARTIAL EAST ELEVATION
Scale: 1/16" = 1'-0"



1 PARTIAL EAST ELEVATION
Scale: 1/16" = 1'-0"



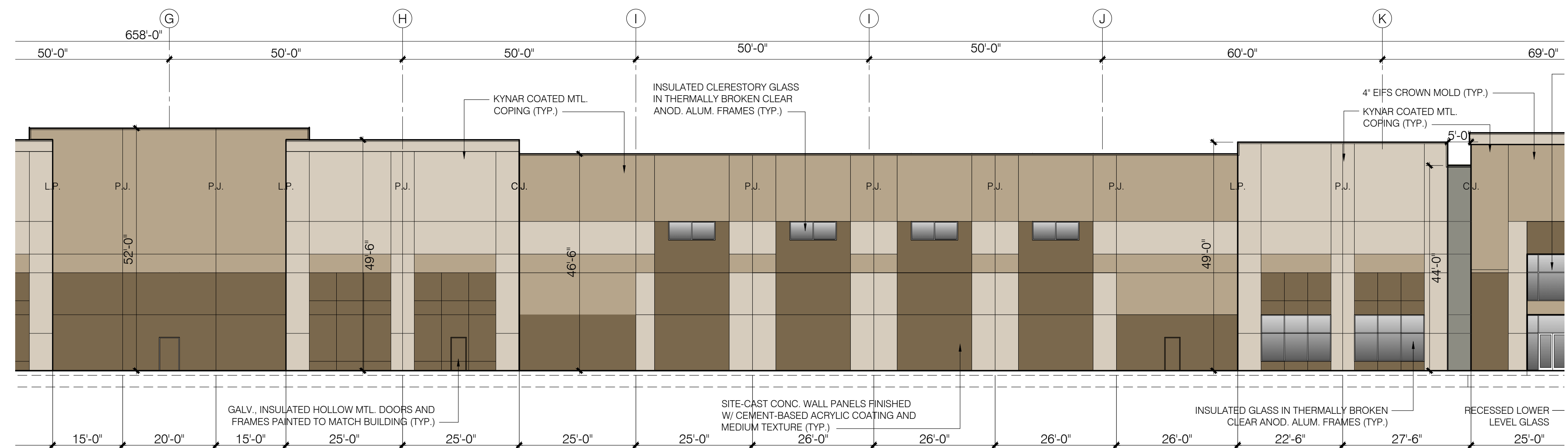
studioNorth
ARCHITECTURE

4825 NW 41st Street | Suite 500 | Riverside, MD 64150
816 | 888 | 7380
NP Studio North, LLC
Missouri Certificate of Authorization No. A-2017040540

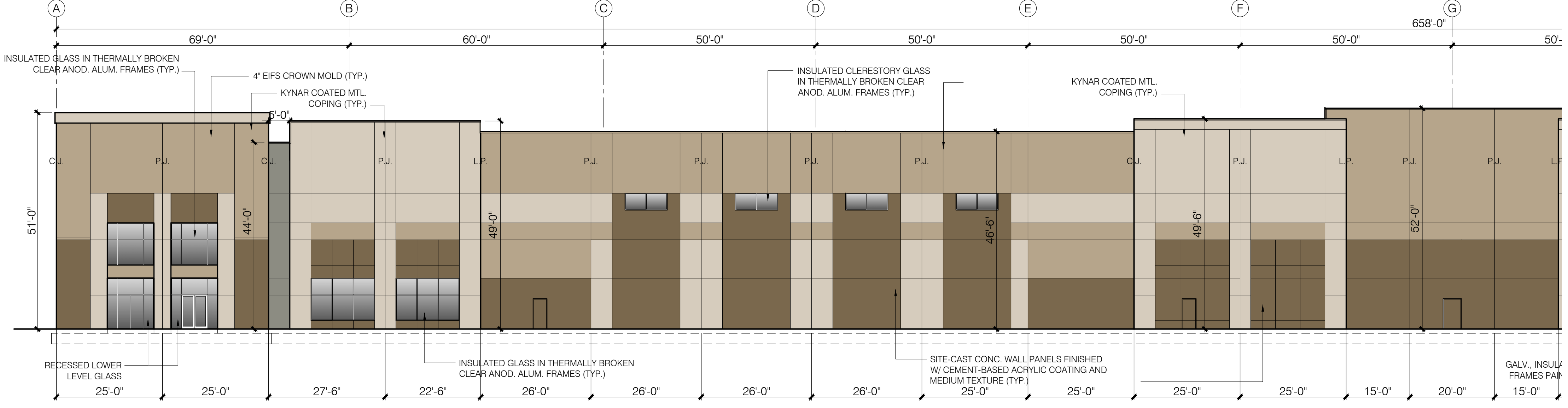
CIVIL	OLSSON ASSOCIATES
LANDSCAPE	OLSSON ASSOCIATES
FOUNDATIONS	KRUDWIG STRUCTURAL ENGINEERS
STRUCTURAL	KRUDWIG STRUCTURAL ENGINEERS
PLUMBING	DESIGN-BUILD
MECHANICAL	DESIGN-BUILD
ELECTRICAL	DESIGN-BUILD
FIRE PROTECTION	DESIGN-BUILD
CONTRACTOR	BRINKMANN CONSTRUCTORS

COLOR COATING LEGEND

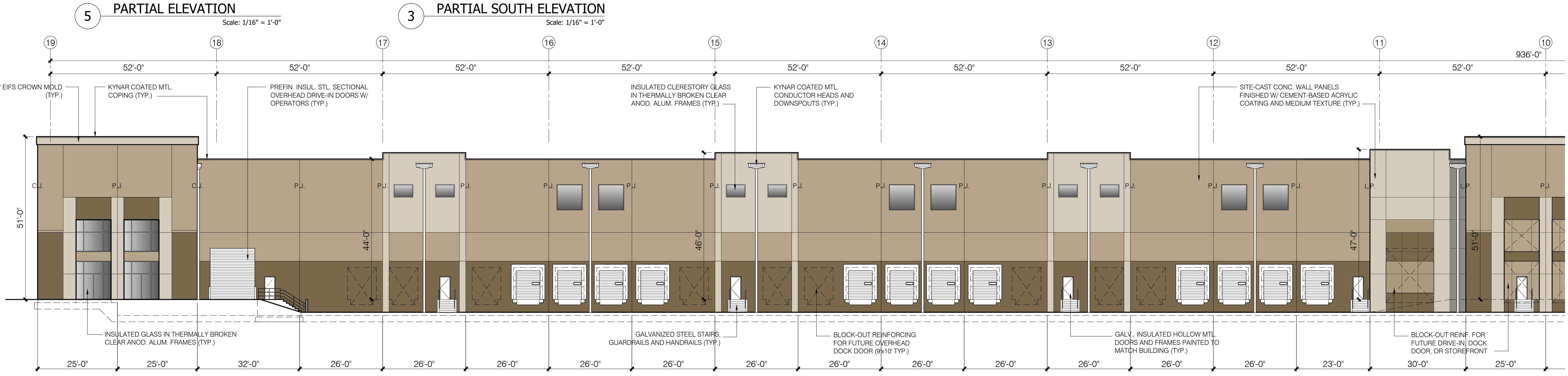
- ALL COPING COLORS TO MATCH ADJACENT PAINT FINISH (U.N.O.)
 - ALL GUTTER, CONDUCTOR HEADS, AND DOWNSPOUTS TO MATCH DREXEL METALS 'SURREY BEIGE' COLORS AND REVEALS TO WRAP EXTERIOR EDGES OF LAP PANELS (U.N.O.)
- SHERWIN WILLIAMS: SW7047 'PORPOISE'
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 - SHERWIN WILLIAMS: MATCH DREXEL METALS 'SURREY BEIGE'
 - SHERWIN WILLIAMS: SW7567 'NATURAL TAN'



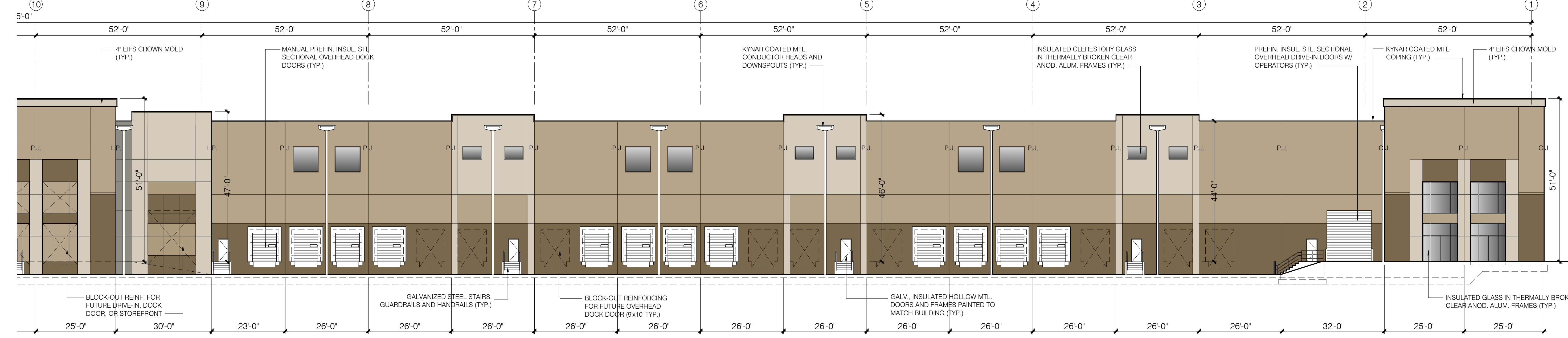
4 PARTIAL SOUTH ELEVATION
PARTIAL SOUTH ELEVATION



3 PARTIAL SOUTH ELEVATION
PARTIAL SOUTH ELEVATION



2 PARTIAL WEST ELEVATION
PARTIAL WEST ELEVATION



1 PARTIAL WEST ELEVATION
PARTIAL WEST ELEVATION



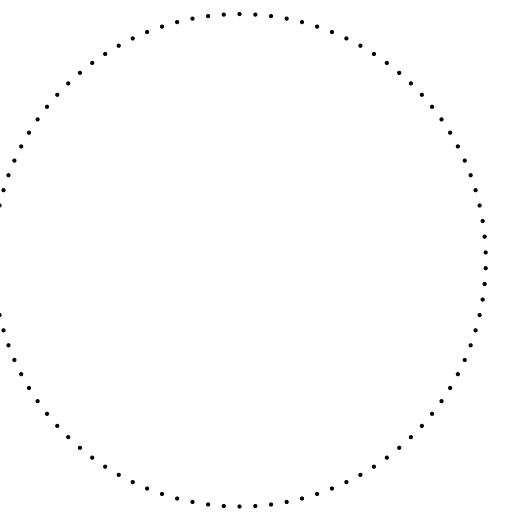
**Southview
Commerce Center
Building 4**

Interstate 49 & 162nd Street
Belton, MO 64012

Project No. XXXX
Date: 02.17.21
Issued For: Preliminary Planning Set

Revisions:

No.	Date	Description



A4.03
BUILDING ELEVATIONS







Building 4 Site

ArcGIS Web Map



3/11/2021, 4:34:24 PM

Aerial_MARC_2020_6in.tif

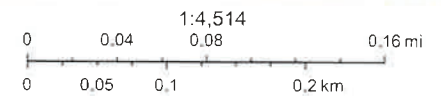
Green: Band_2

Streets

Red: Band_1

Blue: Band_3

Belton_Parcels



USDA FSA, GeoEye, 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,

ArcGIS Web AppBuilder

USDA FSA, 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, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA |

SECTION XI

E

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW WAREHOUSING IN AN FCI FLEX COMMERCIAL/INDUSTRIAL DISTRICT IN THE SOUTHVIEW COMMERCE CENTER, LOCATED AT 5901 E 155TH STREET AND 6107 E 155TH STREET, BELTON, CASS COUNTY, MISSOURI.

WHEREAS, on March 15, 2021, the Belton Planning Commission recommended approval of a rezoning and Preliminary Development Plan from NorthPoint Development to allow the development of Building #4 in the Southview Commerce Center located on the South side of 155th Street, approximately 600-feet East of South Outer Road, more specifically described in **Exhibit A** attached hereto and incorporated as if fully set forth herein; and

WHEREAS, the Belton Planning Commission also reviewed a request for a Special Use Permit to allow warehousing at the Southview Commerce Center in order to allow a greater range of permitted uses for NorthPoint Development; and

WHEREAS, the subject property consists of two parcels, the first site being the former Century Concrete plant, a blighted 5.76-acre tract. The second site, known as the Kreisel property, is a 20.79-acre parcel; and

WHEREAS, in accordance with UDC 40-2(e) - Standards for Approval, a special use permit may only be granted by the City Council upon certain approval criteria; and

WHEREAS, after due public notice in the manner prescribed by law, a public hearing was held before the Belton Planning Commission on March 15, 2021 in accordance with Missouri law and the provisions of the Unified Development Code Section 40-2- Special Use Provisions; and

WHEREAS, the Belton Planning Commission voted to recommend approval of the application to the City Council by a six to zero vote; and

WHEREAS, the City Council believes it is in the best interest of the City and for the public health, safety, and general welfare to grant the Special Use Permit for warehousing

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

Section 1. That the City Council of the City of Belton hereby concurs with the recommendation of the Planning Commission and approves the Special Use Permit to allow warehousing in an FCI Flex Commercial/Industrial District on the property specifically described in **Exhibit A** attached hereto and incorporated as if fully set forth herein.

Section 2. That a Special Use Permit in accordance with Section 40 of the Unified Development Code is hereby approved for warehousing for the Southview Commerce Center with the following language:

A Special Use is hereby granted for warehousing to include activities that provide for the storage and distribution of materials and equipment, light to general manufacturing, including all consumer commodities, electronic equipment (commercial and consumer) machinery on pallets and in boxes, industrial equipment that can be shipped with trucking operations, and all materials used in residential and commercial construction (not including a lumberyard). The special use does not authorize the warehousing of fireworks or explosives, livestock, crude oil, refined petroleum, waste management and remediation, animal slaughtering, smelting, or self-storage facilities.

Section 3. That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

Section 4. That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

READ FOR THE FIRST TIME: March 23, 2021

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of ____, 2021.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2021, and thereafter adopted as Ordinance No. 2021-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2021, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

EXHIBIT A

All that part of the Southwest Quarter of Section 12, Township 46 North, Range 33 West, in the City of Belton, Cass County, Missouri more particularly described as follows:

A tract of land containing an area of 251,300 square feet of land lying in Lot 2 of Section 1, Township 46 North, Range 33 West in Belton, Cass County, Missouri, more particularly described as follows: Commencing at the Northwest corner of Section 1, being a point on the township line lying 0.32 feet North of a 2" aluminum monument stamped "LS 2000148659"; Thence South 86° 25' 23" East, along said township line, 318.71 feet; Thence South 02° 40' 08" West, 69.41 feet to the South right of way line of 155th Street and the Point of Beginning of the tract herein described; Thence North 88° 17' 37" East 83.36 feet along said right of way; Thence South 78° 01' 44" East 158.96 feet along said right of way; Thence South 88° 17' 42" East 50.61 feet along said right of way; Thence North 03° 35' 00" East 41.28 feet along said right of way; Thence North 89° 23' 21" East 27.51 feet along said right of way; Thence South 02° 36' 39" West 820.36 feet, more or less to the southerly limits of the M-1 zoning; Thence North 85° 28' 27" West 319.71 feet along said zoning line; Thence North 02° 40' 08" East 785.64 feet to the point of beginning.

Known as: 5901 E 155th Street

And

All that part of the Southwest Quarter of Section 12, Township 46 North, Range 33 West, in the City of Belton, Cass County, Missouri more particularly described as follows:

A tract of land containing an area of 906,000 square feet of land lying in Lot 2 of Section 1, Township 46 North, Range 33 West in Belton, Cass County, Missouri, more particularly described as follows: Commencing at the Northwest corner of Section 1, being a point on the township line lying 0.32 feet North of a 2" aluminum monument stamped "LS 2000148659"; Thence South 86° 25' 23" East, along said township line, 637.43 feet; Thence South 02° 36' 39" West, 40 feet to the South right of way line of 155th Street and the Point of Beginning of the tract herein described; Thence North 87° 49' 52" East 96.64 feet along said right of way; Thence South 86° 05' 42" East 541.25 feet along said right of way; Thence South 02° 28' 52" West 1227.46 feet to the South line of said Lot 2; Thence North 85° 28' 52" West 960.65 feet along said South line; Thence North 02° 40' 08" East 389.96 feet, more or less to the Northerly limits of the R-3 zoning; Thence South 85° 28' 27" East 319.71 feet along said zoning line; Thence North 02° 36' 39" East 820.36 feet to the point of beginning.

Known as: 6107 E. 155th Street

All being located on a 26.55-acre site.



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: March 23, 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

ISSUE/RECOMMENDATION:

Approval of a Special Use Permit for warehousing in an FCI Flex Commercial/Industrial District.

BACKGROUND:

The *North Scott Overlay District* requires a Special Use permit for warehousing. The applicant has submitted a Special Use application in conjunction with the rezoning filing. NorthPoint would like the ability to lease to a desirable warehouse use if the opportunity becomes available. Having a Special Use permit pre-approved for the building will allow NorthPoint to move quickly on a possible lease, as they would not have to file an application for a specific user. With such a Special Use approved, NorthPoint would have more leasing options available, and they believe they would have greater success in finding users for the building. This is the same Special Use procedure that was established for Southview Commerce Center in 2018.

On March 15, 2021, the Planning Commission recommended approval of a rezoning and Preliminary Development Plan to permit the development of Building 4 in the Southview Commerce Center, an industrial/distribution building consisting of 501,000 square feet.

The application pertains to two large parcels of property. The property at 5901 E. 155th Street is the former Century Concrete plant site. This is a blighted 5.76-acre tract that has been vacant for approximately 15 years. This property includes an existing telecommunications tower and ground compound that will remain.

The second site is a 20.79-acre parcel at 6107 E. 155th Street that is improved with a single-family home and approximately 10 sheds and barns.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission convened a public hearing on March 15, 2021. Four residents appeared to speak in opposition to the request. At the conclusion of the public hearing, the Planning Commission recommended approval, with conditions, of the Special Use Permit. The Planning Commission vote was 6 to 0 in support of the application.

SECTION XI

F

AN ORDINANCE APPROVING THE OLD TOWN BELTON REDEVELOPMENT PLAN PURSUANT TO CHAPTER 353 OF THE REVISED STATUTES OF MISSOURI, ESTABLISHING THE REDEVELOPMENT AREA DESCRIBED THEREIN AS A BLIGHTED AREA, AND APPROVING THE OLD TOWN BELTON REDEVELOPMENT PLAN POLICY.

WHEREAS, Chapter 353 of the Revised Statutes of Missouri (“**Chapter 353**”), also known as the Urban Redevelopment Corporations Law, provides for the organization of corporations referred to therein as urban redevelopment corporations and for the granting of tax abatements and exemptions with respect to certain real property of urban redevelopment corporations after compliance with the requirements of Chapter 353; and

WHEREAS, a development plan as provided for in Chapter 353 titled the Old Town Belton Redevelopment Plan (the “**Redevelopment Plan**”) has been submitted to the City which contemplates the development and redevelopment of an area described therein (the “**Redevelopment Area**”); and

WHEREAS, the Old Town Belton Redevelopment Corporation will be formed as an urban redevelopment corporation to carry out the purposes of and implement the Redevelopment Plan with the initial Board of Directors designated in the Articles of Agreement for the Corporation; and

WHEREAS, the Old Town Belton Redevelopment Plan Policy has been prepared to provide guidelines regarding tax abatement to be granted for redevelopment projects approved within the Redevelopment Area; and

WHEREAS, notice of a public hearing on March 23, 2021, before the City Council regarding the proposed Redevelopment Plan was provided in accordance with the provisions of Chapter 353; and

WHEREAS, on March 23, 2021, the public hearing was opened and interested parties were provided with an opportunity to present evidence and hear testimony regarding the proposed Redevelopment Plan; and

WHEREAS, in connection with the public hearing on the Redevelopment Plan, the City Council also considered a Blight Analysis prepared by Development Initiatives dated January 26, 2021, for the Redevelopment Area described within the Redevelopment Plan and also considered other evidence and testimony in connection with the existence of blighted conditions within the Redevelopment Area, as a whole, the means by which the Redevelopment Plan would be implemented and the granting of tax abatement within the Redevelopment Area as authorized by law; and

WHEREAS, the City Council having heard and considered the comments, testimony, and other evidence adduced at the public hearing and its meeting, desires to make certain findings and approve the Redevelopment Plan and the Redevelopment Project included therein.

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

Section 1. The City Council hereby makes the following findings and determinations:

- (a) that the Redevelopment Area, by reason of age, obsolescence, inadequate or outmoded design or physical deterioration, has become an economic and social liability, and that such conditions are conducive to ill health, transmission of disease, crime, or inability to pay reasonable taxes, and that the Redevelopment Area is therefore a “blighted area” within the meaning of Chapter 353, and that the clearance, replanning, rehabilitation, redevelopment or reconstruction thereof is necessary to effectuate the purposes of Chapter 353 and for the public convenience and necessity; and
- (b) that the tax abatement contemplated hereby is necessary to permit the economic feasibility of the construction and redevelopment set forth by the Redevelopment Plan; and
- (c) that the approval of the Redevelopment Plan and the construction of the Redevelopment Projects complying therewith are necessary for the preservation and promotion of the public peace, property, health, safety, morals and welfare; and
- (d) that the construction contemplated by the Redevelopment Plan is in accordance with the existing zoning and Comprehensive Plan of the City; and
- (e) that the Redevelopment Plan constitutes a development plan pursuant to Chapter 353 and contains all items required by Chapter 353.

Section 2. The Redevelopment Plan is hereby approved in the form submitted to and reviewed by the City Council on the date hereof and attached hereto as **Exhibit A**.

Section 3. The Old Town Belton Redevelopment Plan Policy is hereby approved in the form submitted to and reviewed by the City Council on the date hereof and attached hereto as **Exhibit B**.

Section 4. That the Articles of Agreement of the Old Town Belton Redevelopment Corporation attached hereto as **Exhibit C** are hereby approved and adopted as the Articles of Agreement of the Old Town Belton Redevelopment Corporation.

Section 4. The Old Town Belton Redevelopment Corporation, or its successors and assigns, all in accordance with Chapter 353, is hereby granted tax abatement on land improvements that shall apply to the Old Town Belton Redevelopment Corporation or its successors and assigns, as more particularly described within the Redevelopment Plan and pursuant to the Old Town Belton Redevelopment Plan Policy.

Section 5. This ordinance is effective upon its passage and approval.

Section 6. All ordinances or parts of ordinances in conflict with the provisions are hereby repealed.

READ FOR THE FIRST TIME: March 23rd, 2021

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2021.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 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: COUNCILMEN:
NOES: COUNCILMEN:
ABSENT: COUNCILMEN:

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



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: March 23rd, 2021

DIVISION: Economic Development Department

COUNCIL: [X] Regular Meeting [] Work Session [] Special Session

Table with 2 rows and 5 columns of checkboxes for item types: Ordinance, Resolution, Consent Item, Change Order, Motion, Agreement, Discussion, FYI/Update, Presentation, Both Readings.

ISSUE:

An Ordinance approving the Old Town Belton Redevelopment Plan pursuant to Chapter 353 of the revised statutes of the State of Missouri, establishing the redevelopment area as a blighted area, as a whole, and approving the Old Town Belton Redevelopment Plan Policy.

BACKGROUND:

Old Town Belton (OTB) is the original Belton. It is comprised by our Main Street and surrounding residential neighborhood; a mix of developed commercial and residential properties, with scattered, vacant undeveloped property. The majority of structures were constructed between 1872 and 1930.

Over the years in OTB, a number of buildings have not been properly maintained and show increased signs of aging and deterioration. Chapter 353 tax abatement is an incentive allowed by Missouri law to encourage the redevelopment of blighted areas through the abatement of real property taxes.

The proposed Ordinance is intended to spur redevelopment of OTB by offering tax abatement in exchange for appropriate improvements and renovations to improve the appearance and structural conditions of the buildings in the redevelopment area with the intent to strengthen the economic vitality of OTB.

This item was presented and discussed at a City Council Work Session on February 23rd, 2021.

STAFF RECOMMENDATION:

Staff recommends approval.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance
Exhibits
Certified Mail Return Receipts

Exhibit A

Old Town Belton Redevelopment Plan

[see attached]

**OLD TOWN BELTON
REDEVELOPMENT PLAN**



CITY OF BELTON, MO

Old Town Belton Redevelopment Plan

I. Introduction

The Old Town Belton Redevelopment Corporation ("**OTBRC**") has been formed to serve as a tool to help bring about the revitalization of the old town area of Belton. The purpose of the corporation is to provide a streamlined, cost-effective means for individual property owners to obtain partial tax abatement on their downtown properties in return for making improvements.

The availability of property tax abatement for the Redevelopment Area is desirable for the purposes of stimulating reinvestment, both economic and otherwise, into the downtown area. It is anticipated that the OTBRC will (i) work with the current owners of property within the Redevelopment Area to promote and encourage their reinvestment in their property in exchange for property tax abatement, and (ii) work with prospective new owners to encourage new investment in existing or new buildings in the Redevelopment Area. It is further anticipated that the OTBRC will only acquire property briefly so as to qualify the redevelopment project for tax abatement, and then the OTBRC will assign certain tax abatement rights to property owners who make improvements to their property. Each redevelopment project within the Redevelopment Plan will require a written agreement with the OTBRC and approval by the City Council in order to secure the benefits available under Missouri's Urban Redevelopment Corporations Law, Chapter 353, RSMo, as amended. Property will be conveyed to the OTBRC and immediately reconveyed back to the original property owner, triggering the tax abatement rights.

II. Redevelopment Area

The Redevelopment Area is described in **Exhibit 1** attached hereto and currently includes residential, commercial and retail uses and its character can be generally described as a mix of parkland, vacant undeveloped property, residential, office and commercial/retail businesses.

Much of the building stock in the Redevelopment Area was constructed between 1873 and 1930. As such, many of the properties in the area suffer from physical deterioration and obsolescence leading to a decline in value and an inability to pay reasonable taxes. Most of the properties in the Redevelopment require modernization in order to retain reasonable and competitive utility and viability in the region. These conditions are more specifically noted and discussed in the Blight Analysis prepared by Development Initiatives and dated January 26, 2021 attached hereto as **Exhibit 2**.

III. Redevelopment Projects

The Redevelopment Area will have within it many redevelopment projects, the number, location and construction details of which cannot be predicted at this time.

Future redevelopment projects are within a larger area that has been determined by the City Council to be blighted and the clearance, replanning, rehabilitation or reconstruction of certain portions of the Redevelopment Area to be necessary to effectuate the purposes of the Urban Redevelopment Corporations Law.

IV. Tax Abatement

Tax abatements for all projects are subject to the property owners entering into a written agreement with the OTBRC regarding the terms of the abatement, including the obligation to make payments in lieu of taxes for ten percent (10%) of the property taxes related to the increase in assessed value that would be due if no tax abatement were granted and for the amount of property taxes based on the value of the improvements as assessed in the year prior to the property's acquisition by OTBRC. The development rights including the tax abatements for each project shall expire in the event of the failure of OTBRC to acquire ownership of the properties for the project within two (2) years of the date of approval of each project.

V. Eminent Domain

The OTBRC is not granted the power of eminent domain.

VI. Relocation Policy

The OTBRC will comply with all requirements concerning the provision of relocation assistance as provided for by Chapter 523, RSMo.

Exhibits

1. Map of Redevelopment Area
2. Blight Analysis prepared by Development Initiatives dated January 26, 2021

EXHIBIT 1

Old Town Belton Redevelopment Area



EXHIBIT 2

Blight Analysis:

Old Town Belton Redevelopment Plan
Belton, Missouri

Prepared for:

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

Prepared By:

Development Initiatives
4501 Fairmount Avenue
Kansas City, Missouri 64111

Report Date:

January 26, 2021

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Copyright Statement

This document was prepared for the intended use of the City of Belton, Missouri for its redevelopment of certain real estate properties referenced within the report.

With the exception of the unlimited use by the City of Belton, Missouri no part of this document may be reproduced, duplicated, or transmitted by mechanical, digital or other means without permission in writing from Development Initiatives, Incorporated. Development Initiatives, retains all copyrights to the material located within this document and the material located herein is subjected to the U.S. Copyright Law found in the United States Code, Title 17, Chapter 1-13.

Limiting Conditions

The reported analyses, opinions, and conclusions contained herein are limited only by the reported assumptions and limiting conditions, and is Development Initiatives' unbiased professional analyses, opinions, and conclusions.

Information provided and utilized by various secondary sources is assumed to be accurate. Development Initiatives cannot guarantee information obtained from secondary sources. Such information and the results of its application within this analysis are subject to change without notice.

The nature of real estate development is unpredictable and often tumultuous. The natural course of property development is difficult to predict and forecast. Development Initiatives deems our projections as reasonable considering the existing market and various obtained information. It should be understood that fluctuations in local, regional and/or national economies could have substantial effects on the particular findings and recommendations contained within this document.

January 26, 2021

Ms. Carolyn Yatsook
Director of Economic Development
City of Belton, Missouri
506 Main Street
Belton, MO 64012

**Subject: 353 Blight Analysis: Old Town Belton Redevelopment Plan,
Belton, Missouri**

Dear Ms. Yatsook:

We are pleased to transmit the attached Blight Analysis Report that has been prepared for the above referenced area. The purpose of this Report is to determine whether the subject area, as a whole, is blighted, as defined by the following section of the Revised Statutes of Missouri:

- Section 353.020 (2).

This analysis represents an accumulation of our findings based on research and investigations performed as of the report's effective date, January 26, 2021. The attached report sets forth the data, research, investigations, analyses, and conclusions for this report. Please note that no interior inspection or evaluations were available for this report.

The subject Redevelopment Area is composed of four hundred twenty-three (423) parcels of land containing approximately one hundred eleven (111.79) acres. Presently, the Redevelopment Area is comprised of a mix of developed commercial, residential and scattered vacant undeveloped property. The entire of the area is included the heart of Belton's historic Old Town District.

For the purposes of this analysis we have referred to the subject area and property as the "Redevelopment Area" or the "Area". Both terms should be inter-changeable and refer to the subject analysis area. Any determinations regarding this analysis should be taken as a determination regarding the area as a whole, not specific properties.

As determined in the following analysis, it is our opinion that the subject area represents a "blighted area" as defined by Section 353.020 (2) of the Revised Statutes of Missouri. We have reached this opinion concluded these facts based on the current condition of the Redevelopment Area, general access and visibility of the area, existing conditions of

improvements located within the Redevelopment Area, the current condition of the building infrastructure in the area, and the potential redevelopment opportunities existing for the area.

As it presently exists, the Redevelopment Area, taken as a whole, meets the statutory definition of a “blighted area”. Therefore, it is our opinion that the Redevelopment Area represents a “blighted area” defined by the definition in 353.020 (2) of the Revised Statutes of Missouri. Please feel free to contact us if you have any questions or comments.

Sincerely,



James Potter, AICP, LEED GA
Development Initiatives
jpotter@di-kc.com
816-916-3664

Section I: Introduction

The purpose of this analysis is to investigate and determine whether blighting conditions exist at the subject property according to Section 353.020 (2) of the Revised Statutes of Missouri (RSMo.).

Effective Date of Report

The effective date of this blight study is January 26, 2021. Unless otherwise stated, all factors pertinent to a determination of blight were considered as of that date.

Methodology

Development Initiatives was retained and has analyzed the Redevelopment Area to determine if such area contains factors that support a finding that the Redevelopment Area is blighted under RSMo Section 353.020 (1). The statute contains blight definitions which were reviewed throughout the Redevelopment Area. This Blight Study includes a detailed field survey of site and building improvements. Field surveys were conducted to document the existing physical conditions. Analysis was gauged on the entire Redevelopment Area as a whole, not any particular property. No interior inspections of subject property within the Redevelopment Area were undertaken.

Our analysis also includes data research, local stakeholder interviews and internal research. Data for this analysis was also gathered from the City of Belton, Missouri and Cass County, Missouri. Pertinent Geographic Information Systems (GIS) data was obtained through the Cass County Assessor's Office. This analysis is used to make a determination as to a finding of blight under the respective definitions for the Redevelopment Area.

Field investigations were undertaken throughout the month of January, 2021.

The following definition relates to Chapter 353 Analysis:

RSMo Section 353.020 (2) provides that "blighted area" means:

"Blighted area", that portion of the city within which the legislative authority of such city determines that by reason of age, obsolescence, inadequate or outmoded design or physical deterioration have become economic and social liabilities, and that such conditions are conducive to ill health, transmission of disease, crime or inability to pay reasonable taxes;

The 353 Analysis is a three part test. For the first part of the test, this analysis requires a finding that the Redevelopment Area, as a whole, is occasioned by any of the following factors:

- Factor 1: Age,
- Factor 2: Obsolescence,
- Factor 3: Inadequate or Outmoded design, or
- Factor 4: Physical Deterioration.

Secondly, one or more of the above four factors have caused the Redevelopment Area to become economic and social liabilities.

Thirdly, one or more factor (1 through 4 above), are conducive to ill health, transmission of disease, crime, or inability to pay reasonable taxes

Contributing Legal Findings

There have been numerous court cases which provide additional direction in the consideration of blight. The following are several cases which have impacted the definition of “blight”.

"Blight need not exist on every single parcel. State ex rel. U.S. Steel v. Koehr, 811 S.W.2d 385 (Mo. banc 1991); State ex rel. Atkinson v. Planned Indus. Expansion Auth. of St. Louis, 517 S.W.2d 36, 47-48 (Mo. banc 1975); Schweig v. City of St. Louis, 569 S.W.2d 215 (Mo. App. 1978). In Parking Systems, Inc. v. Kansas City Downtown Redevelopment Corp., 518 S.W.2d 11 (Mo. 1974), the Supreme Court approved a declaration of blight on ground that was 49% vacant, 4% parking, and where 82% of the improved portion was not deteriorated. A blighted area may include parcels not blighted if inclusion is necessary to assemble a tract of sufficient size to attract developers. Tierney v. Planned Indus. Expansion Authority of Kansas City, 742 S.W.2d 146 (Mo. banc 1978). Existing area may be expanded to include non-blighted parcels. Id. Streets and parking lots may contribute to blight. Id.; see also Schweig, supra; State ex rel. U.S. Steel v. Koehr, 811 S.W.2d 385 (Mo. banc 1991).

Allright Properties, Inc. v. Tax Increment Financing Commission of Kansas City, 240 S.W.3d 777 (Mo.App. W.D. 2007) held that while the condemning authority is required to "consider" individually each parcel, it is not obligated to find each parcel to be blighted, and that "preponderance" means that the total square footage of blighted property is greater than the square footage of the area not blighted. The

court also held that the statute does not prevent the condemning authority from using a blight study that is older than five years, but is prohibited from commencing a condemnation action later than five years from the date of the ordinance finding blight.”¹

Great Rivers Alliance v. City of St. Peters (384 S.W. 3d 179, 295 (Mo. Ct. App. 2012). Further defined the meaning of “blight” as “a condition or influence that lowers the value of real estate,” and “blighted” as “affected by blight...esp. of real estate: marked by termination of healthy growth and development accompanied by deterioration and decline of property values”. Webster’s Third New Int’l Dictionary Unabridged 233 (1993). From these definitions, the indicium of blight is a decline in the value of real estate. Thus, in an area where property values have deteriorated and declined, the Constitution permits municipalities to encourage growth and development through tax relief and through activities that will arrest the decline in property value and stimulate its increase.

Report Format

This Blight Analysis is presented in three sections and several Exhibits. Section I presents an introduction and purpose of the analysis. Section II provides a description of the Redevelopment Area and overview. Section III defines the primary categories of blight as outlined under the “353” statutory definition, and documents conditions which are present within each category.

Previous Blight Determinations

No portions of the proposed Redevelopment Area are located within areas which have previously been declared “blighted” in any fashion by the City Council of Belton, Missouri.

¹ See Missouri Economic Development Law; White, Michael.

Section II: Property Data

Area Description

The project area is located in Belton, Missouri, more specifically in and around the heart of historic Old Town Belton, Missouri. The subject analysis area location is depicted in Figures 1 and 2. Regional access is via Interstates 49 (I-49) to the east and Missouri 150 to the north. Local access is largely via State Route 58 which borders the Redevelopment Area on the north.

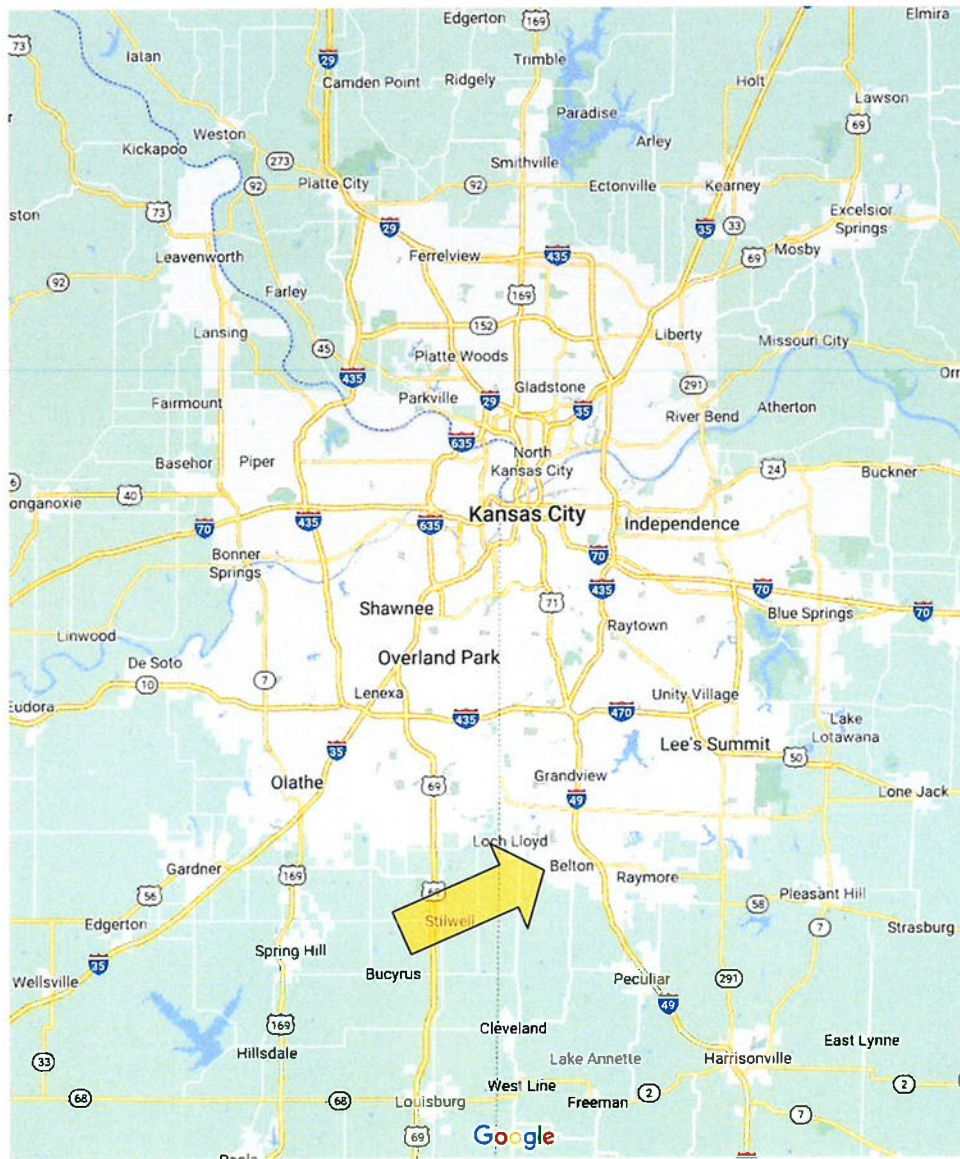


Figure 1 – General Metro Location Map. Courtesy Google Maps.

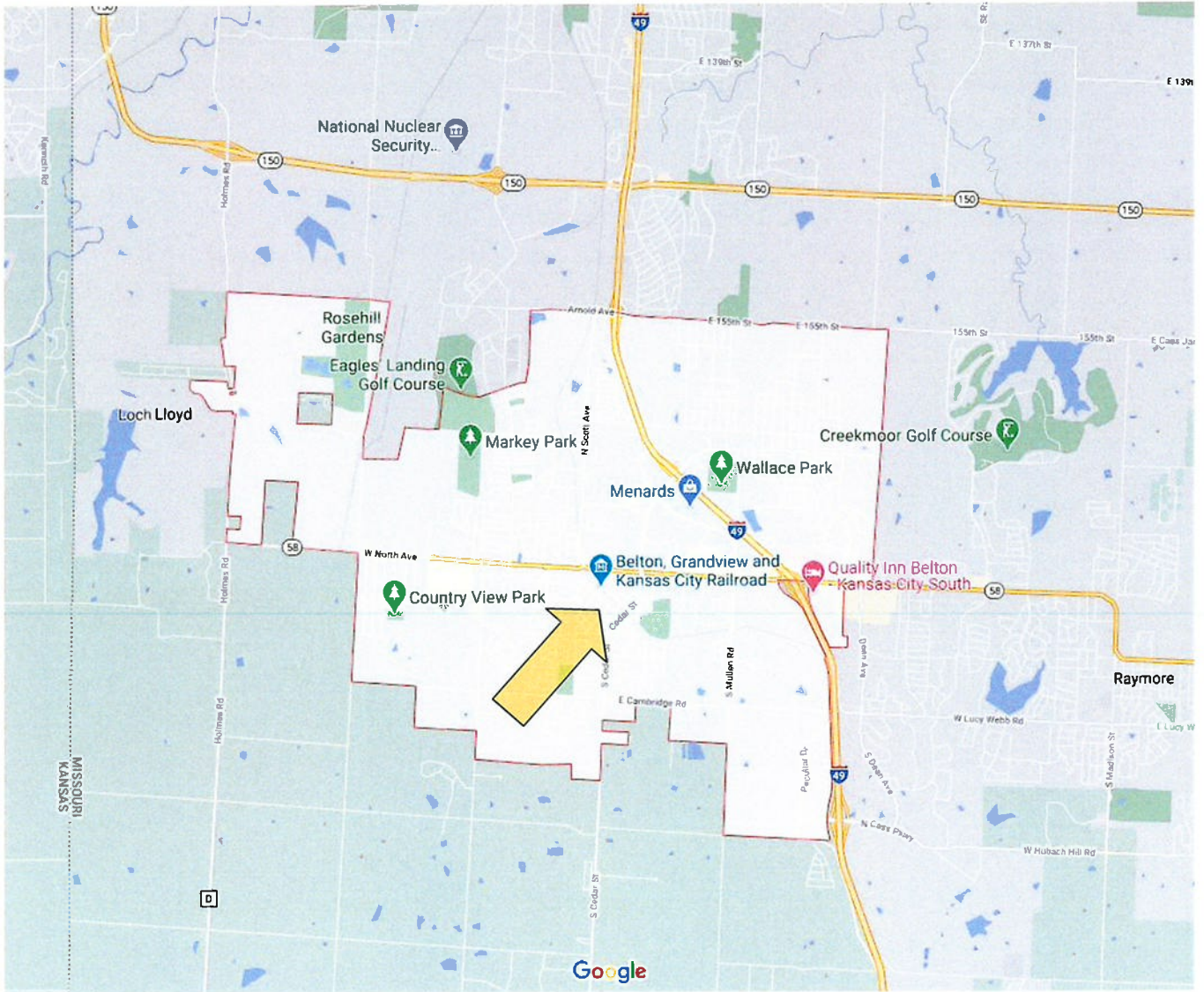


Figure 2 - City of Belton, City Boundaries. Redevelopment Area location identified.

Site Description

The Redevelopment Area is located in and around the historic Old Town Belton. The Redevelopment Area contains four hundred twenty-three (423) property parcels. All parcels are recognized by the City of Belton and Cass County, Missouri. Ownership information is included in Exhibit A. An aerial view of the Redevelopment Area and surrounding properties is shown the following map image.

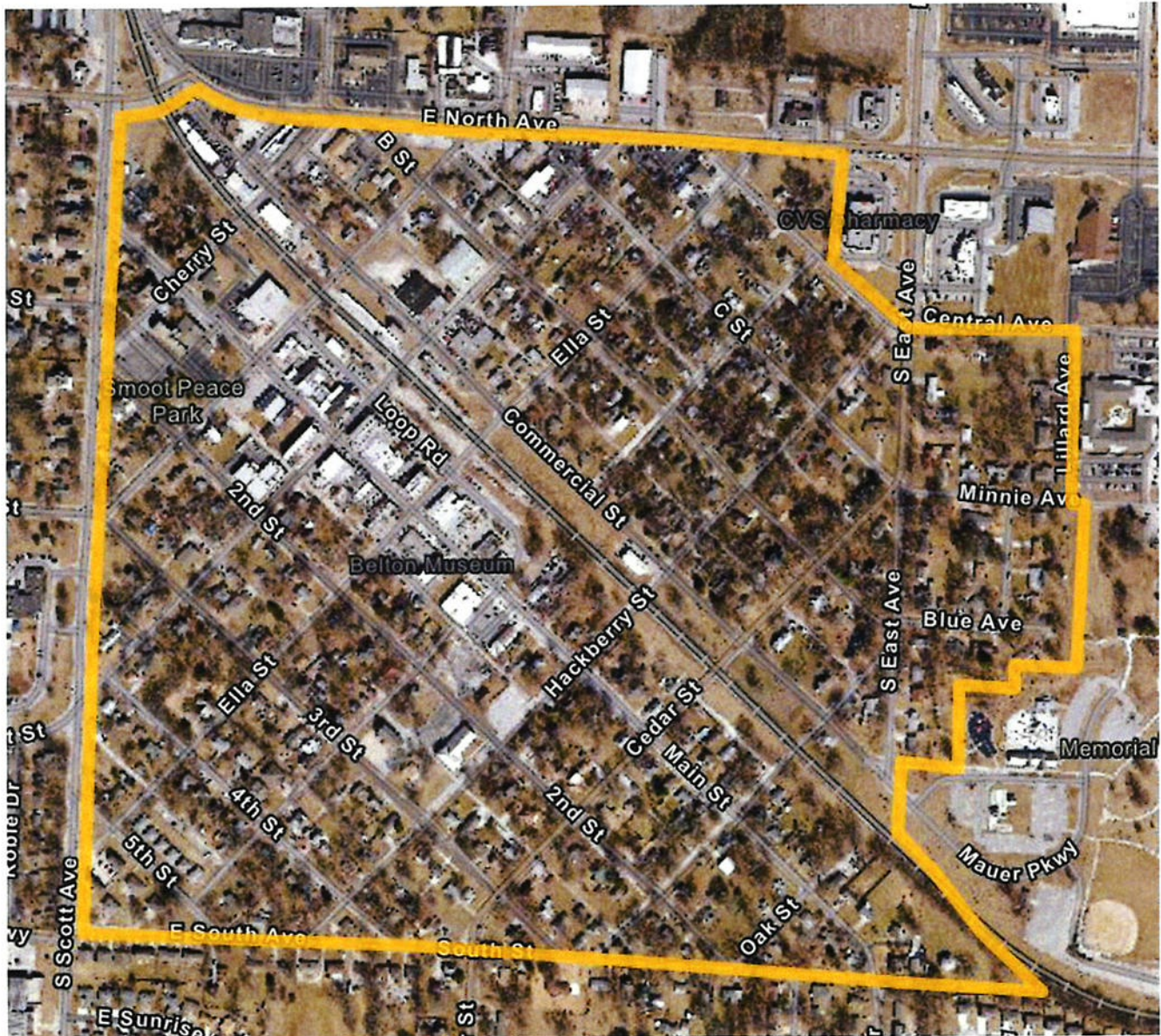


Figure 3 - Site aerial, approximate location. Redevelopment Area outlined in orange (Courtesy Google Maps).

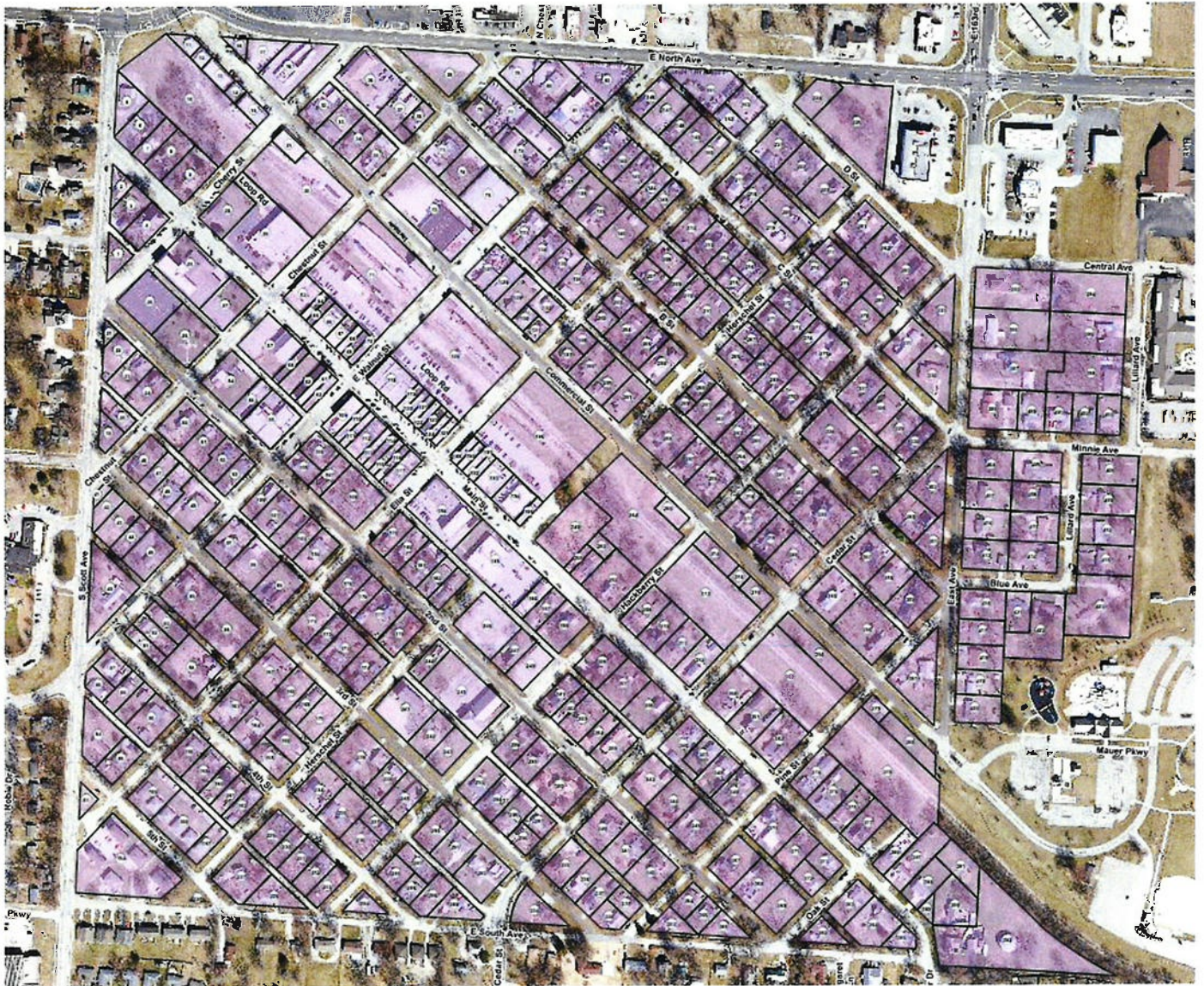


Figure 4 - Parcel ID Map. Courtesy City of Belton.

Ownership

As previously mentioned, there are four hundred twenty-three (423) property parcels within the Redevelopment Area. Ownership of the area is currently vested in three hundred seventeen (317) ownership entities. Ownership information for the Redevelopment Area can be found in Exhibit A.

Historic Districts

According to the City of Belton and the Missouri Department of Natural Resources, no portions of the Redevelopment Area are located within local, State or Federal designated historic districts.

Easements

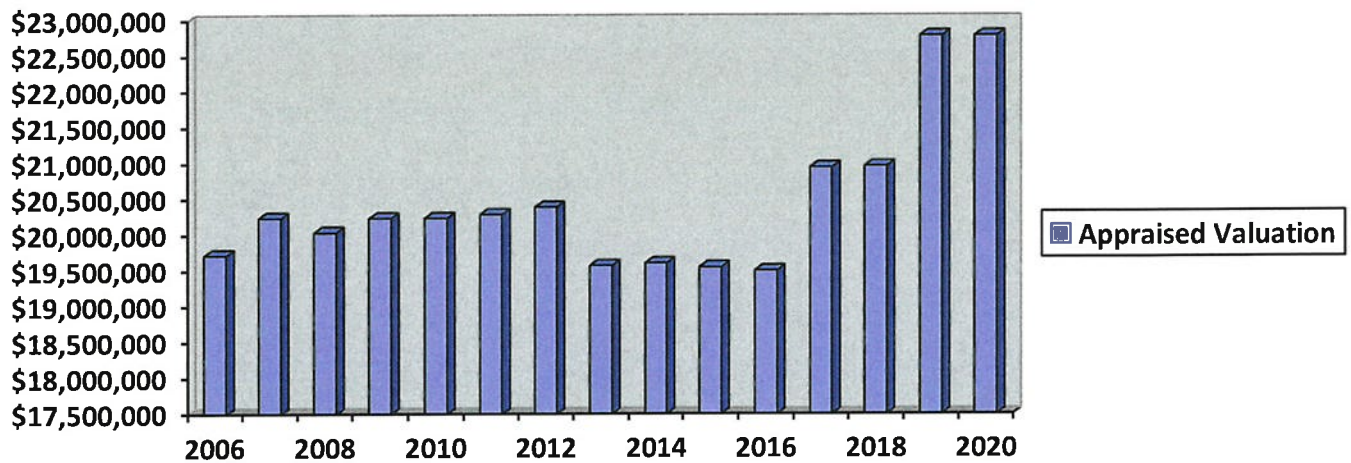
The consultant was not provided with title reports that encompass any part of the Redevelopment Area.

Assessed Valuation

The following data was obtained from the City of Belton and the Cass County Assessor’s Office and Assessor’s calculation of the assessed value and appraised value for the property parcels within the Redevelopment Area. Generally, all property is anticipated to be re-assessed in odd-numbered years, except new construction (including remodeling) which can be assessed in any year.

The current appraised valuation of the Redevelopment Area was compiled from data provided by the Cass County Assessor’s Office, and shows a total aggregated appraised value of \$22,784,870 for 2020. Data indicates the total appraised values for the Redevelopment Area have fluctuated since 2006. Total appraised value has increased 13.45% since 2006 or 0.90% per year. The following Table 1 shows the total aggregated appraised valuation of the Redevelopment Area since 2006.

Table 1 - Aggregate Appraised Valuation.
Data provided by City of Belton/Cass County Assessor's Office, 2020.



Zoning

The existing zoning classification for all parcels within Redevelopment Project Area includes:

Table 2 - Zoning Classification Table.

Zoning Classification	Purpose/Intent
C-1: Neighborhood Commercial Chapter 12, Section 12-1 (b).	The C-1 Neighborhood Commercial District is intended to accommodate small-scale professional office, service and retail uses primarily located within buildings with a design and scale that is compatible with surrounding residential development. This district is intended to provide goods and services primarily for residents in the surrounding neighborhoods. Site design within this district must ensure that adequate access, parking and screening is provided so as not to negatively impact adjoining residential neighborhoods.
C-2: General Commercial Chapter 12, Section 12-1 (c).	The C-2 General Commercial District is intended to accommodate mid-size retail and commercial businesses along commercial corridors. Uses in the C-2 district have the potential to generate significant automobile traffic. Therefore, care must be taken to ensure that traffic and other related impacts are minimized. Since this district is located along major arterials and collectors that serve as gateways into Belton, quality building architecture, landscaping and other site improvements will be required to ensure development enhances Belton's image.
C-3: Regional Commercial Chapter 12, Section 12-1 (d).	The C-3 Regional Commercial District is intended to provide locations along major arterials for shopping centers and business uses that draw patrons from Belton, surrounding communities and the broader region. The C-3 district consists primarily of large-scale development that has the potential to generate significant automobile traffic. Development in this district must be designed in a coordinated manner with an interconnected street network that is consistent with the city's growth management plan. Uncoordinated, piecemeal development of small parcels that do not fit into the larger context is strongly discouraged in the C-3 district. Because this district is primarily located at high-visibility locations, the building architecture, landscaping and other site improvements must be of superior aesthetic and functional quality.
R-1: Single-Family Chapter 6, Section 6-1 (d).	The purpose of the R-1 Single-Family Residential District is to accommodate low-density residential development and limited institutional uses compatible with surrounding residential neighborhoods.
R-2: Two-Family Chapter 6, Section 6-1 (e).	The purpose of the R-2 Two-Family Residential District is to accommodate single- and two-family residential development. The R-2 district typically functions as a transition between arterial and collector streets, commercial and/or higher residential areas, and lower density single-family residential areas. The R-2 district also provides for limited institutional uses compatible with surrounding residential neighborhoods.
Source: City of Belton. Unified Development Code – Zoning Districts, 2020.	

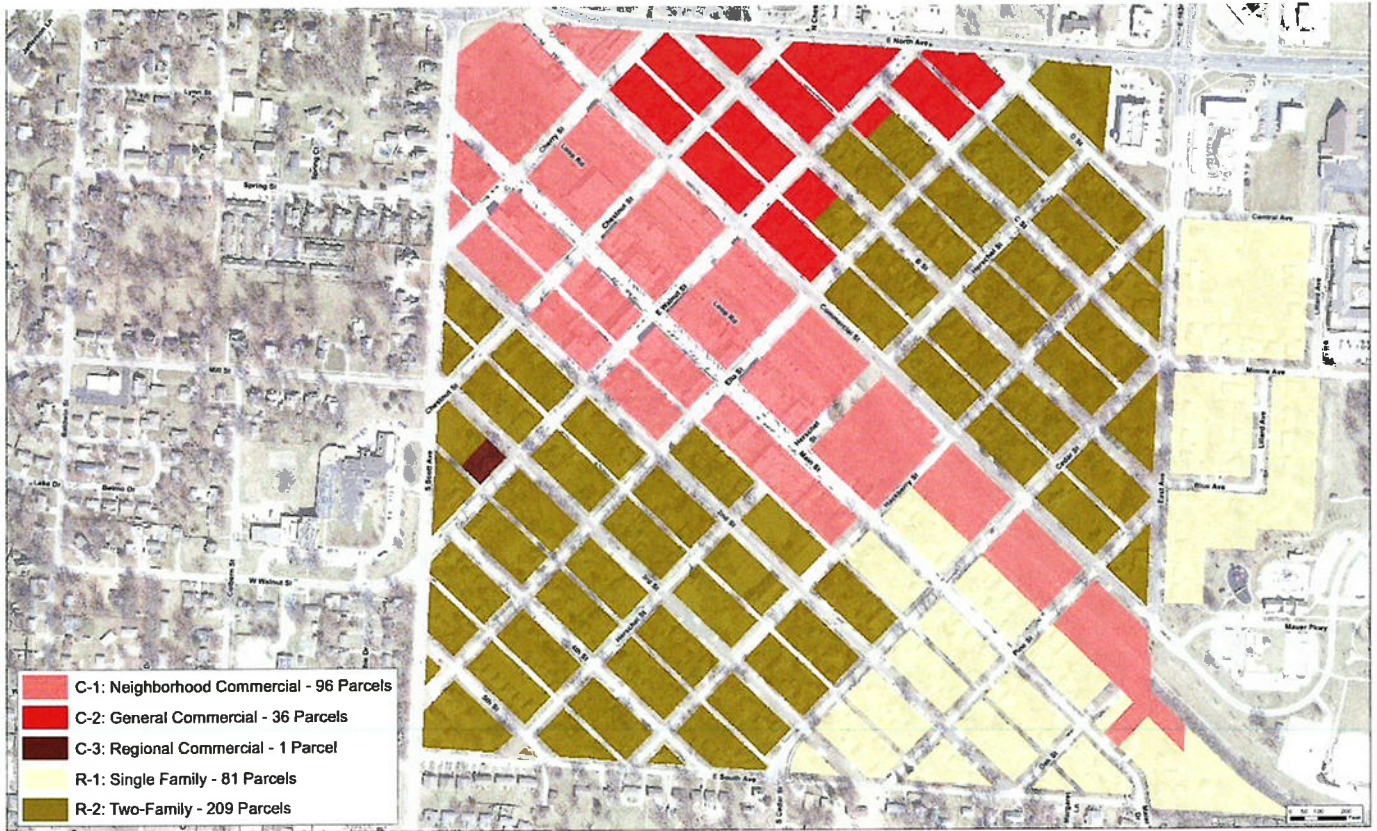


Figure 5 - Existing Zoning. Courtesy City of Belton, MO.

Utilities

All utilities are available to the area and the Redevelopment Area include water, sewers, natural gas, steam, and electricity.

- Electricity: Evergy 816-471-5275
- Natural Gas: Spire/Missouri Gas Energy (MGE) 816-756-5252
- Domestic Water: City of Belton 816-331-4331
- Sewer: City of Belton 816-331-4331
- Solid Waste: City of Belton 816-331-4331
- Telephone: AT&T 800-464-7928
- Cable: Spectrum 816-358-8833

Environmental and Flood Zone Information

The Federal Emergency Management Agency (FEMA) was contacted to identify any Flood Zones which may impact the proposed project. According to the following Map Numbers, no portions of the Redevelopment Area are located within flood zones:

- 29037C0017F, effectively dated January 1, 2013,
- 29037C0009F, effectively dated January 2, 2013,
- 29037C0010F, effectively dated January 2, 2013,
- 29037C0016F, effectively dated January 2, 2013.



Figure 6 - Flood Insurance Rate Map.

Environmental

Development Initiatives is not a professional environmental consulting firm and was not provided with any environmental reports or analysis for the Redevelopment Area. However, due to the date of construction of many improvements within the Redevelopment Area it is anticipated that some type of environmental hazards might exist. These include; asbestos containing materials (ACM's) and lead based paint. The presence of such materials has been well documented to be hazardous to property and individuals. We would strongly recommend that an environmental assessment be completed prior to the commencement of any redevelopment activities.

It should be noted that a routine search with the Missouri Department of Natural Resources (MDNR) was completed which identified two (2) locations with Underground Storage Tanks (USTs) present within the area (612 Walnut and 118-124 Commercial St.). Both are in compliance with MDNR. Additionally, a search was completed to identify any Hazardous Waste Generators within the Redevelopment Area. No such entities were listed with MDNR.

Historical Improvements

Belton is located in northwest Cass County and is four miles from the Missouri-Kansas border. The City was platted in 1871 and incorporated in 1872. The City is on Missouri Route 58 and Interstate 49 (I-49).

It appears that most of the building stock in Old Town Belton was constructed between 1873 and the 1930s. This area includes much of the “core” of the Redevelopment Area analyzed in this report.

As the result of the historic development pattern of Old Town Belton several notable conditions occurred and are still in place which affect existing structures. These include;

- Water Service. Much of the Downtown water service system is antiquated or constructed of inadequate materials or line size.
- Sanitary Sewer. Much of the Downtown sanitary sewer system is antiquated or constructed of inadequate materials or line size.
- Street Condition. Overall street condition Downtown is rated very poor with the exception of Main Street and Loop Road. See comments regarding street condition later in this analysis.
- Curbs/Sidewalks. Both are limited in nature and where present most are in poor condition.
- Street Lighting. Most street lighting lacks sufficient coverage with the exception of Main Street.
- Storm water. Reportedly, there is only one street in the Downtown Area with storm water sewer infrastructure, that being Main Street.

Crime and Emergency Service Calls

Inquiries to the City of Belton, the Belton Police Department indicated that numerous emergency events have occurred within the Redevelopment Area. Data was compiled from 2016 to present.

Crime specific to properties within the Redevelopment Area were numerous. Records indicate that four hundred fifty-four (454) total Police Department calls were made between 2016 and present. Calls averaged approximately 113 per year or 9.4 calls per month within the Redevelopment Area. The majority of calls appear to be property crime in. A summary of all calls reported are included within the following table.

Table 3 - Emergency Service Calls-Police 2016-Present.
Courtesy City of Belton, Belton Police Department.

Crime Data 2016 - Present

Incident	Occurrences
Animal Control	6
Code Enforcement	22
Arson	1
Assault-Simple	101
Assault-Gun	9
Assault-Knife	4
Assault-Against Officer	4
Burglary-No Force	17
Burglary-Force	28
Drug Arrest-Possession	29
Drug Arrest-Possession Paraphernalia	14
DWI	23
Rape	4
Robbery	4
Stealing/Theft	158
Vehicle Theft	30
Total:	454
Avg. per year:	113.5

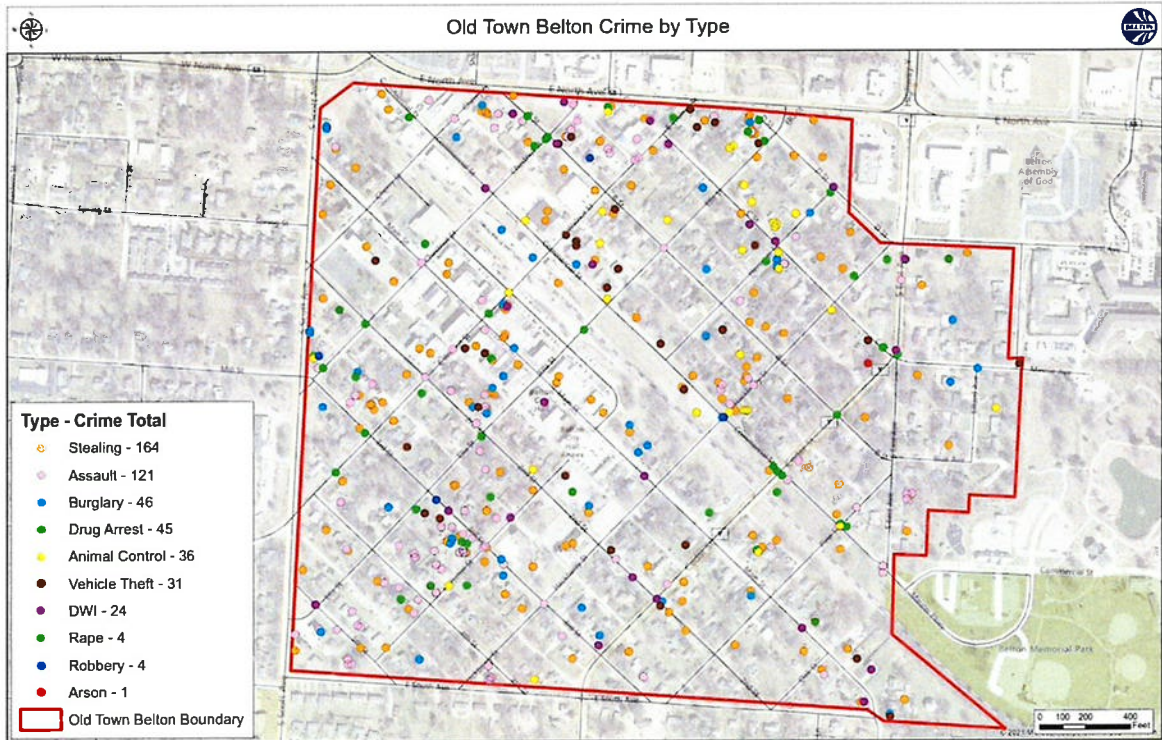


Figure 7 - Old Town Belton Crime by Type. Courtesy City of Belton.

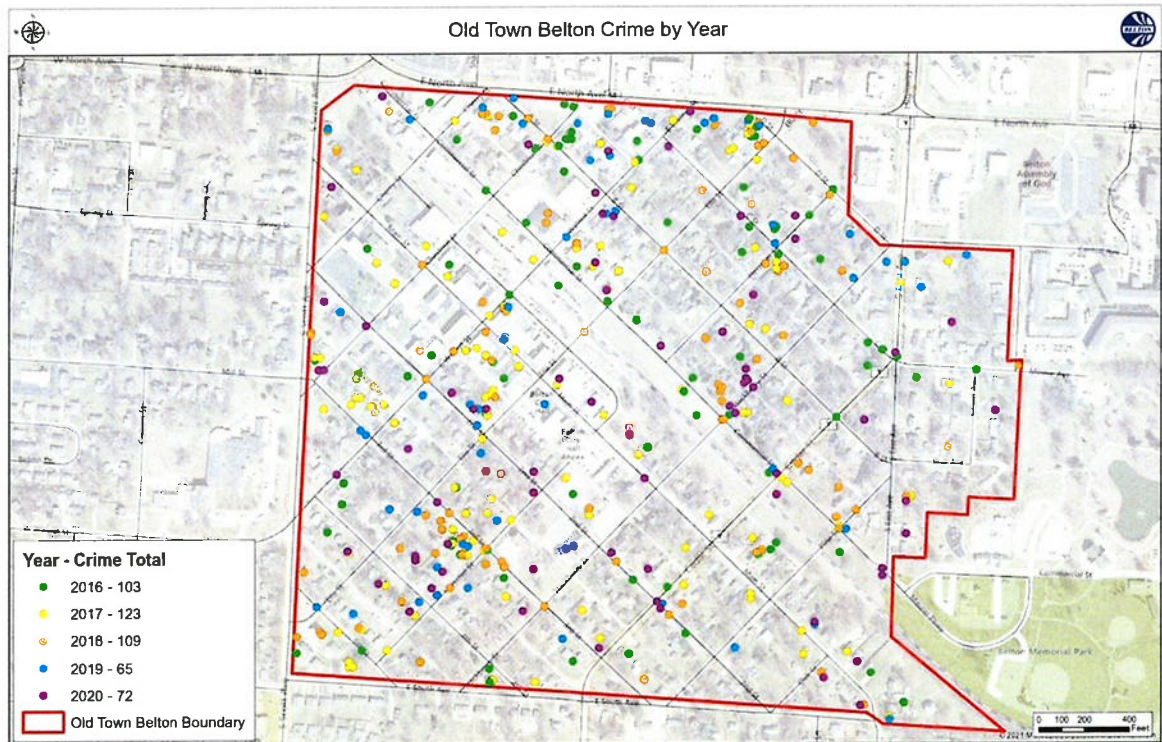


Figure 8 - Old Town Belton Crime by Year. Courtesy City of Belton.

Inquiries to the Belton Fire Department indicated that numerous EMS and fire events have occurred within the Redevelopment Area. Data was compiled from 2017 to May 2020.

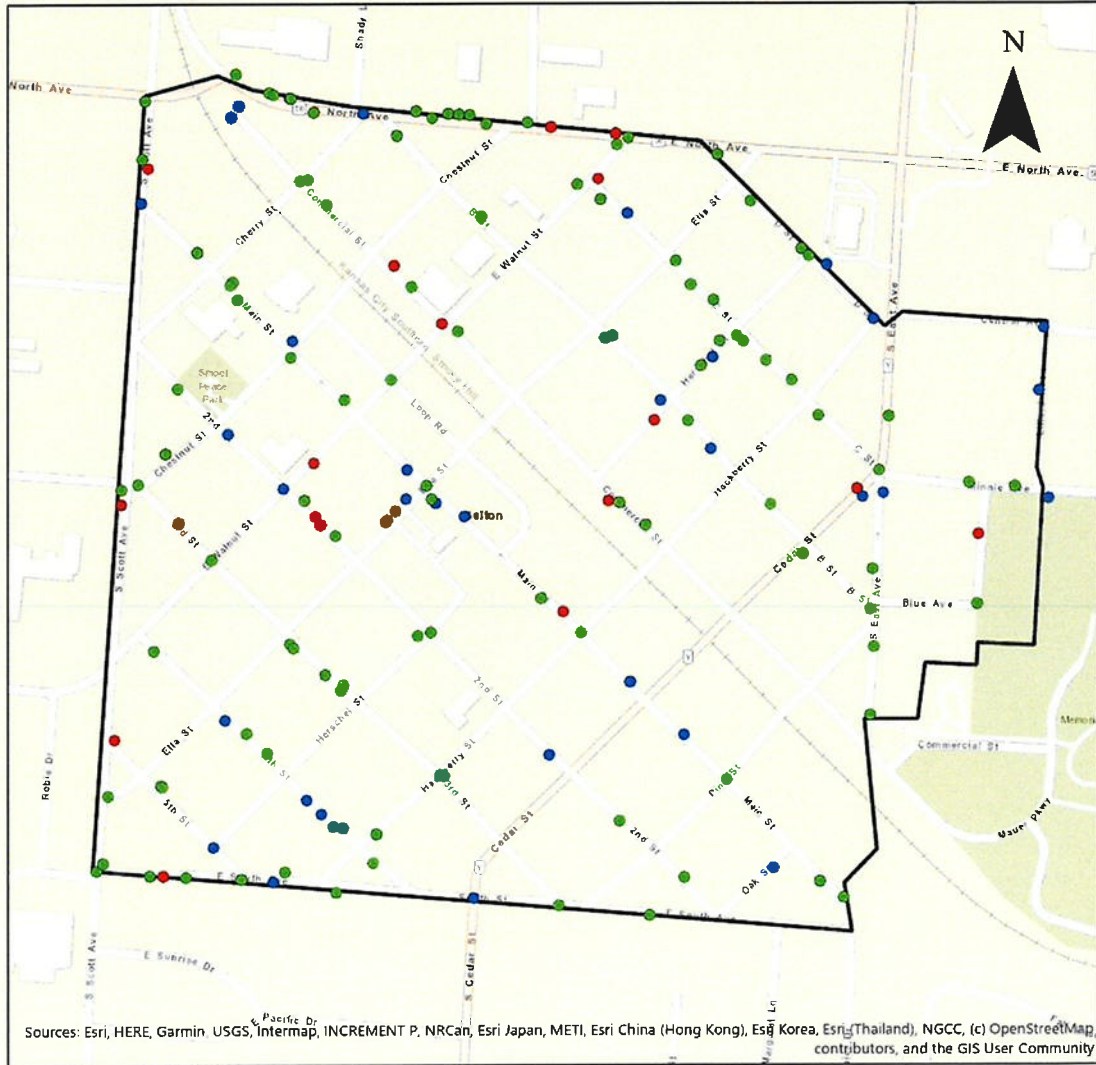
EMS/Fire incidents to properties within the Redevelopment Area were numerous. Records indicate that one thousand two hundred twenty-three (1,223) total incident reports to the Fire Department were made between 2017 and May 2020. Calls averaged approximately 349 per year or 29 calls per month within the Redevelopment Area. The vast majority of calls (69%) appear to be medical assist or EMS calls. All calls reported are included within the following table.

Table 4 – EMS/Fire Occurrences, 2017-2020. Courtesy Belton Fire Department.

Belton Fire Department Calls: Old Town Belton	2020	2019	2018	2017
Fire	8	14	8	27
EMS	138	212	244	252
Other	30	94	94	102
Total	176	320	346	381

Note: 2020 Data is only for Jan-May

2017 Belton Fire Department Calls: Old Town Belton



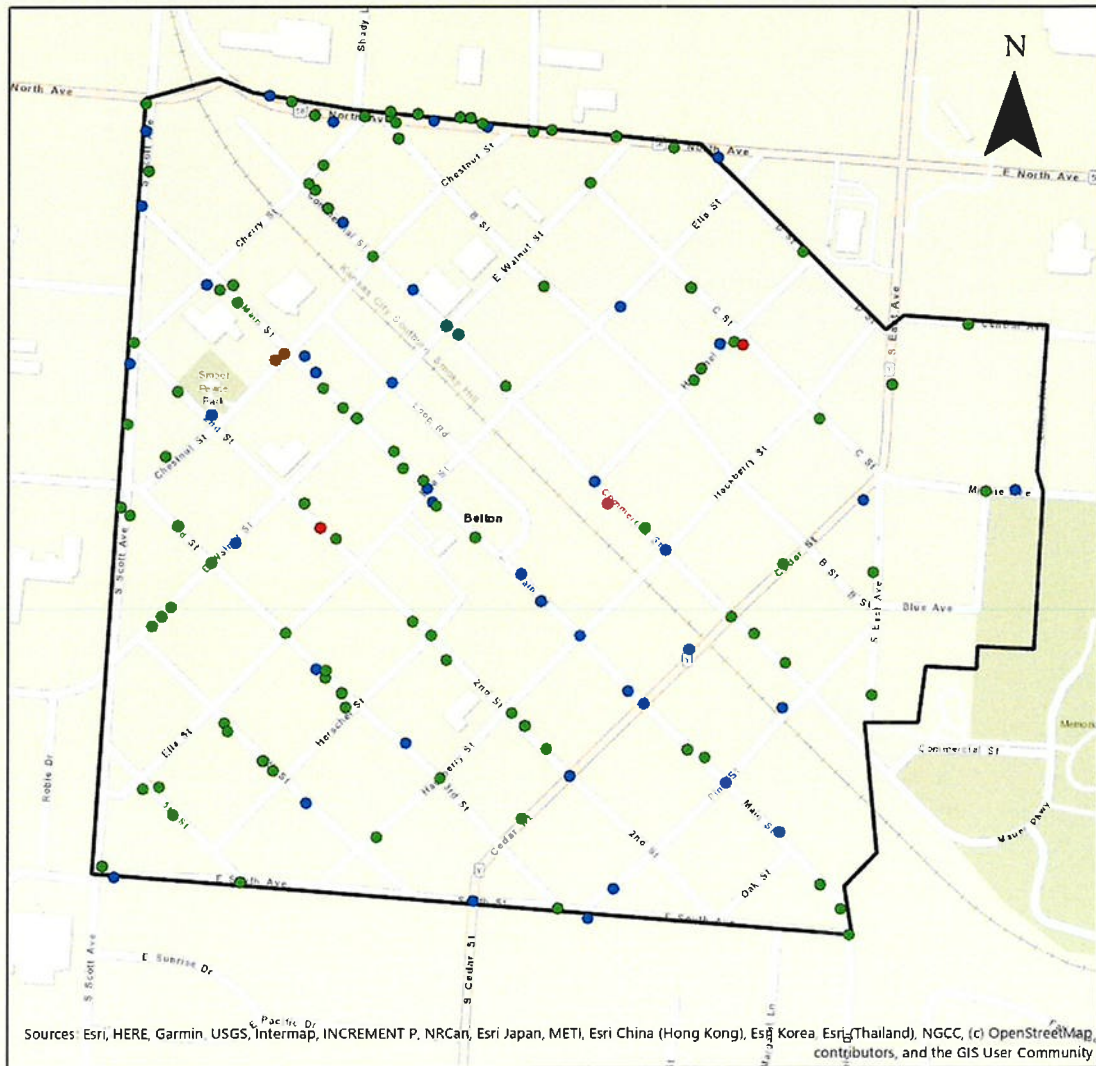
- Fire Calls 2017
- EMS Calls 2017
- Other Calls 2017
- ▭ Old Town Belton

0 0.05 0.1 0.2 Miles

Credits: 2017 Belton Fire Department Old Town Belton Call Analysis completed by Peyton McGuire via ArcGIS Pro

Figure 9 - Fire Department calls by location, Year 2017. Courtesy Belton Fire Department.

2018 Belton Fire Department Calls: Old Town Belton



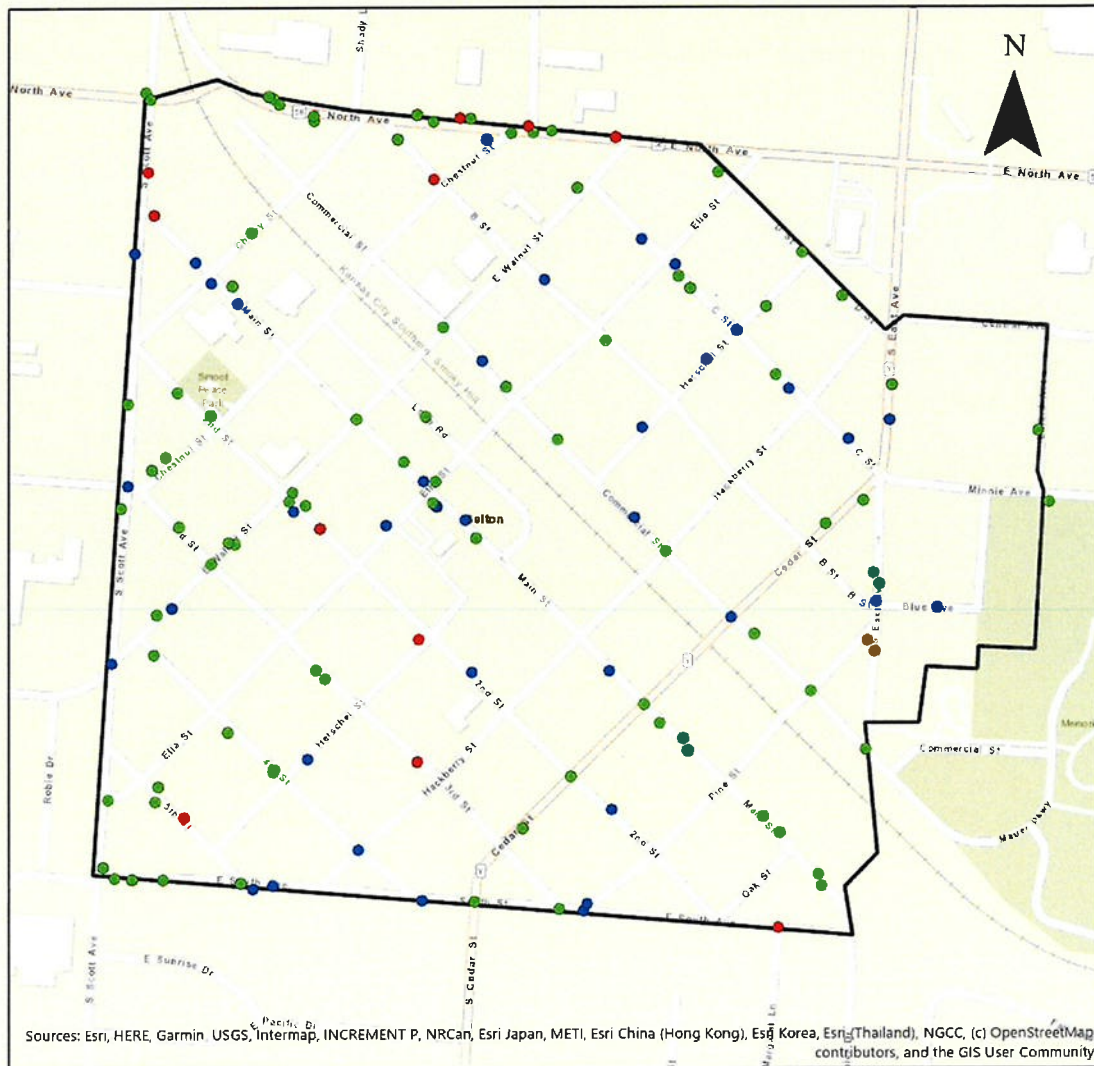
- Fire Calls 2018
- EMS Calls 2018
- Other Calls 2018
- Old Town Belton

0 0.05 0.1 0.2 Miles

Credits: 2018 Belton Fire Department Old Town Belton Call Analysis completed by Peyton McGuire via ArcGIS Pro

Figure 10 - Fire Department calls by location, Year 2018. Courtesy Belton Fire Department.

2019 Belton Fire Department Calls: Old Town Belton



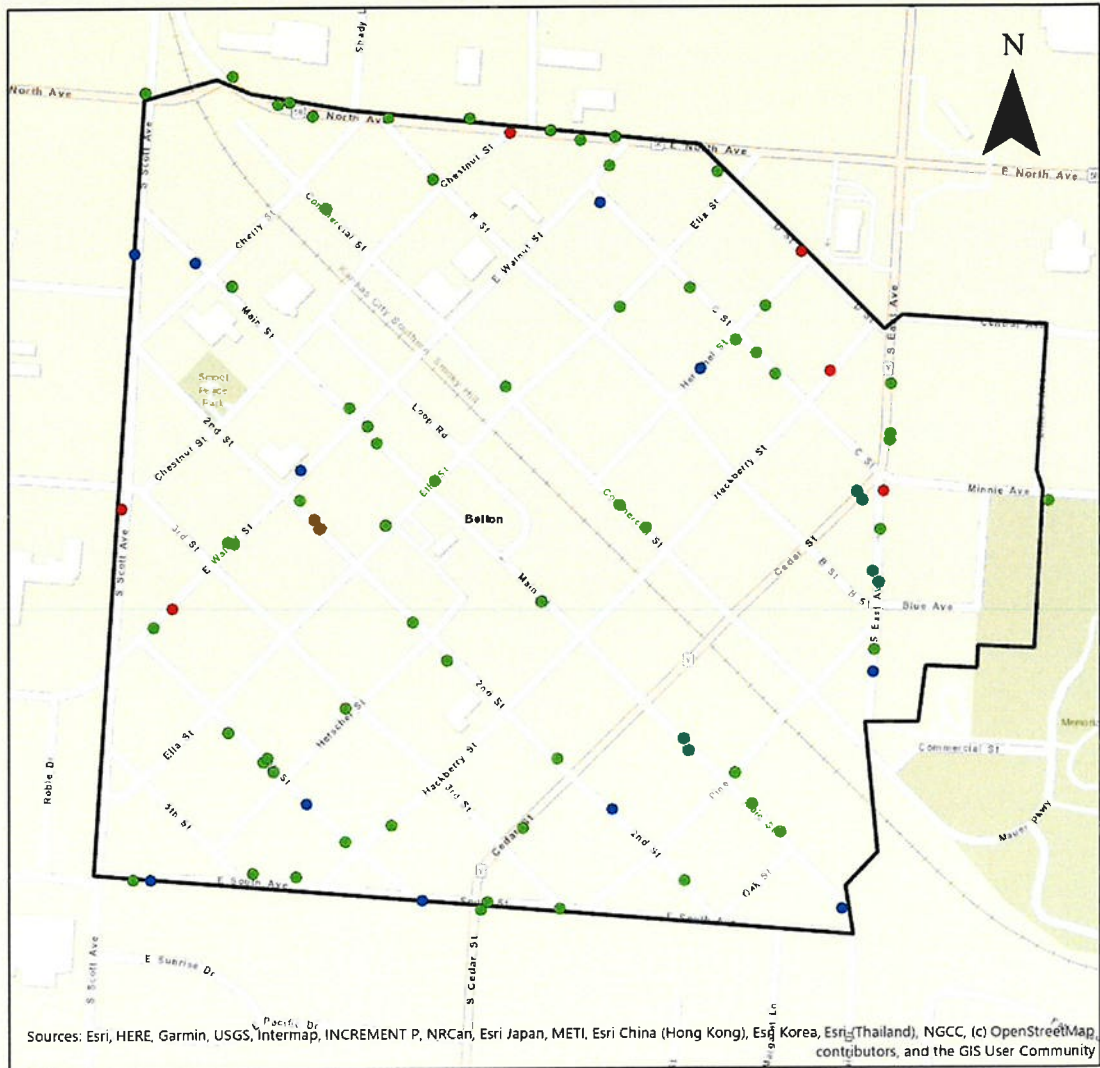
- Fire Calls 2019
- EMS Calls 2019
- Other Calls 2019
- ▭ Old Town Belton

0 0.05 0.1 0.2 Miles

Credits: 2019 Belton Fire Department Old Town Belton Call Analysis completed by Peyton McGuire via ArcGIS Pro

Figure 11 - Fire Department calls by location, Year 2019. Courtesy Belton Fire Department.

2020 Belton Fire Department Calls: Old Town Belton



- Fire Calls 2020
- EMS Calls 2020
- Other Calls 2020
- ▭ Old Town Belton

0 0.05 0.1 0.2 Miles

Credits: 2020 Belton Fire Department Old Town Belton Call Analysis completed by Peyton McGuire via ArcGIS Pro

Figure 12 - Fire Department calls by location, Year 2020. Courtesy Belton Fire Department.

Neighborhood Demographics

Population and Household Income

All population figures reflect demographic data in one-, three- and five-mile radius from the Belton City Hall (506 Main Street). Population growth in the immediate vicinity of the Redevelopment Area (one-mile) had a lower growth rate than three and five miles between 2010 and 2020. Growth within a 1-mile radius increased by 6.17% between 2010 and 2020. Within a three-mile radius growth is estimated to have continued slightly higher (8.81%). Further, within five-miles, population growth is projected to continue (10.15%). Population growth is projected to continue in all areas within five miles of the Redevelopment Area through at least 2025, albeit at a slower rate.

Table 5 - Population Data, one-, three- and five-mile radius.

	Historical Population		Estimated Population	Projected Population
		2010	2020	2025
Radius				
One Mile		9,269	9,878	10,221
Chg (1 Mile)			+6.17%	+3.36%
Three Mile		32,163	35,271	36,942
Chg (3 Mile)			+8.81%	+4.52%
Five Mile		57,617	64,129	67,306
Chg (5 Mile)			+10.15%	+4.72%

Source: ESRI-Demographic and Income Profile, 2020.

Table 6 - Median Household Income Projections.

Median household income estimates for the three- and five-mile radii around the Redevelopment Area for 2020 was lower than the estimate for the Kansas City metropolitan area (\$70,215) and for all households in the United States (\$68,703). The median household income for the City of Belton as a whole is estimated at \$63,321.

Radius	Estimated Median Household Income	
	2020	2025
One-Mile	\$58,440	\$59,789
Three-Mile	\$61,976	\$64,550
Five-Mile	\$66,664	\$70,485
Source: ESRI-Demographic and Income Profile, 2020.		

Unemployment

The most recent unemployment data for the Study Area is for the City of Belton, Missouri as a whole. The following data was provided by the U.S. Census Bureau, American Community 2019 Update.

Table 7 - Civilian Labor Force-Belton, Missouri, 2019.

Labor Force	Labor Force Employed	Labor Force Unemployed	Percentage Unemployed
12,413	11,942	471	3.7%
Source: US Census Bureau, 2013-17 ACS 5yr Estimates, 2019.			

According to the Bureau of Labor Statistics, the preliminary unemployment rate for the Kansas City, KS/MO Metropolitan Statistical Area (MSA) in October 2020 was 4.5%. According to the Mid-America Regional Council (MARC), an unemployment rate of 4.0% or less can generally be considered “full employment.”

Section III

Determination of Conditions – 353 Statutory Guidelines and Findings

As previously presented, the 353 Analysis is a three part test. For the first part of the test, this analysis requires a finding that the Redevelopment Area, as a whole, is occasioned by any of the following factors:

- Factor 1: Age,
- Factor 2: Obsolescence,
- Factor 3: Inadequate or Outmoded design, or
- Factor 4: Physical Deterioration.

Secondly, one or more of the above four factors have caused the Redevelopment Area to become economic and social liabilities. Thirdly, one or more factor (1 through 4 above), are conducive to ill health, transmission of disease, crime, or inability to pay reasonable taxes

Upon inspection and analysis of the proposed Redevelopment Area, there are a number of existing conditions in the area that support the statutory definition of blight. These conditions meet all four factors, are shown to cause both economic and social liability, contributing to increased crime, and an overall inability to pay reasonable taxes. Table 8 below summarizes these findings of our 353 analysis:

Factors	Present	<i>Has become economic and social liability</i>	<i>conducive to ill health</i>	<i>transmission of disease</i>	<i>crime</i>	<i>inability to pay reasonable taxes</i>
Age	YES	X			X	X
Obsolescence	YES	X			X	X
Inadequate or outmoded design	YES	X			X	X
Physical deterioration	YES	X			X	X

Table 8 -Summary of 353 Findings.

The final step in assessing the existing conditions of the Redevelopment Area is to determine if the all three parts of the test are met, by examining the factors listed above.

Additionally, several court cases provide additional direction in the consideration of blight:

- The courts have determined that it is not necessary for an area to be what commonly would be considered a "slum" in order to be blighted. *Parking Systems, Inc. v. Kansas City Downtown Redevelopment Corporation*, 518 S.W.2d 11, 15 (Mo. 1974)
- An otherwise viable use of a property may be considered blighted if it is an economic underutilization of the property. *Crestwood Commons Redevelopment Corporation v. 66 Drive-In, Inc.*, 812 S.W.2d 903, 910 (MO.App.E.D. 1991).
- It is not necessary for every property within an area designated as blighted to conform to the blight definition. A preponderance of blight conditions is adequate to designate an area for redevelopment. *Maryland Plaza Redevelopment Corporation v. Greenberg*, 594 S.W.2d 284, 288 (MO.App.E.D. 1979).

Factor 1: Age

As previously mentioned; improvements within the Redevelopment Area were initially constructed beginning in 1833. Average structure age within the Redevelopment Area is presently estimated to be at least eighty-six (86) years of age, with an average structure year of construction being 1935. The predominance of age often leads to some structure components being renovated and maintained while others deteriorate with age. Ultimately we have concluded that structures within the Redevelopment Area are conservatively 86+ years of age. This has been concluded due to public records, the nature and design of certain building systems, as well as other various improvements to the property (accessibility, etc.).

The depreciation for industrial uses varies greatly depending upon location and use. Depreciation loss can be classified in three major categories, these include;²

- **Physical Deterioration.** Physical deterioration is a loss in value caused by the building materials wearing out over time. It may be caused by wear and tear, use or abuse, action of the elements, and/or insect infestation.
- **Functional Obsolescence.** Functional obsolescence is a loss in value caused by inutility within the improvement. It may be caused by defects in design, style, size, poor facility layout, a deficiency, the need for modernization, a super-adequacy, and/or by changes in the tastes of potential users or buyers.
- **External Obsolescence.** External obsolescence is caused by an influence outside the property's boundaries that has a negative influence on its value. Noise, air, water, or light pollution; heavy traffic; inharmonious land uses; and/or crime are examples of external obsolescence.

Climatic conditions and challenging environments will certainly lead to shorter facility life spans. The complexities of industrial manufacturing facilities go beyond the typical facility operations and maintenance protocol. Standard utility functions (heating, cooling, ventilation, electrical, water resources, etc.) often have heavy duty components and usage considerations.³

Therefore without substantial renovation, the majority of these properties have reached the end of their useful life span. Useful life usually refers to the duration for which the item

² The Appraisal Institute, Real Property Assessment Guidelines, Commercial and Industrial Depreciation.

³ BOMA International, Preventive Maintenance Guidebook.

will be useful, and not how long the property will actually last. Typical useful life spans for building components range from 5 to 30 years based on use, function and location. Many factors affect a property's useful life, including the frequency of use, the age when acquired and any operations and maintenance policy. As structures within the Redevelopment Area continue to age, various building systems are deteriorating without ongoing, regular building maintenance and regular repair. Such deteriorating building components potentially lead to functional and economic obsolescence of the structure by lower value of the property and surrounding properties.

Deteriorating conditions associated with age and lack of maintenance can also be conducive to ill health. Pictures of properties within this report clearly show deterioration of conditions and failure of systems of the building envelopes. This condition can cause water infiltration, rodent or pest infestation and structural issues, all of which have the potential to cause ill health of a resident or occupant.

Finally, the age of the property can also lead to the inability to pay reasonable taxes. As properties decline in condition they also decline in value. This devaluation can spread from one property to another, as lack of repairs of a neighboring property can affect the value of an adjacent property.

The Internal Revenue Service has a depreciation schedule for a residential building (income property) of 27.5 years and 30 years for commercial buildings. Therefore without substantial renovation, the majority of these properties are well past the end of their useful lifespan. As structures within the Redevelopment Area continue to age, various building systems will gradually deteriorate, without an ongoing building maintenance program and regular repair. This is especially typical in a facility which is vacant.

Deteriorating building components potentially lead to functional and economic obsolescence of the structure and immediate surrounding area. Potential vacancy as the result of such conditions could occur and this combined with the lack of regular maintenance contribute to the functional deficiencies and obsolescence of structures.

Presently, the physical condition of the facility is estimated to be average. This is largely based on "curb-side" site inspection activities and the previously mentioned general lack of ongoing maintenance and repair activities. Due to the inaccessibility of structures within the Redevelopment Area, no interior investigations were completed as part of this analysis.

Table 9 - Physical Condition Matrix.

	Physical Condition				
	Excellent	Good	Average	Poor	Very Poor
General Appearance	Extremely attractive and highly desirable	Quite attractive and desirable	Still somewhat attractive and desirable	Rather unattractive	Undesirable
Building Services	Modern, proper & adequate	Proper & adequate	Functional	Barely usable	Antiquated, possibly unusable
Extent of Deterioration	None, perfect, like-new	Some minor deterioration is visible	Showing signs of normal wear and tear	Deterioration is very noticeable	Structural defects apparent, approaching unsound, safety and/or health hazards may exist
Degree of Usefulness	As originally intended	As originally intended	As originally intended, or has been converted to income property (i. e. – no longer owner-occupied)	Income property, leased, year-to-year, seldom vacant between lessees	Income property, rental unit, month-to-month, often unoccupied between renters.
Occupancy	Occupied by original owner	Has been occupied by 2 or 3 owners at most	Has had numerous owners	Occupied by lessor, owner off-site	Occupied by renter, owner off-site
Maintenance & Repairs	Owner has developed a preventive maintenance plan and schedule, and steadfastly holds to it	Owner addresses most maintenance and repair situations before they become major issues	Owner waits until an item stops functioning, then either repairs or replaces it.	Mostly untended	None
Replacements/Renovations	Items are regularly replaced or renovated well before reaching the end of their useful lives	Replacements and renovations are scheduled to be made near the end of an item's useful life	Items are replaced or renovated on an as-needed basis only	Replacements and renovations are made as a last resort only	None
Housekeeping	Conspicuously clean and tidy	Property is routinely cleaned; things are kept neat and orderly.	Occasion cleaning primarily for appearance-sake	Infrequent, light cleaning	None

Source: Marshall & Swift.

As previously mentioned the average life expectancy of structures within the Redevelopment Area varies greatly and is highly dependent upon its use and regular maintenance. Based on the preceding analysis, it is our opinion that the Development Area exhibits conditions which can reasonably conclude that the “Age” of improvements within the area is a condition that contributes to the finding of blight and is prevalent throughout the Development Area.

Based on the site observations, it is our opinion that the Redevelopment Area exhibits conditions which can reasonably conclude that “Age” is a condition prevalent throughout the Redevelopment Project Area and supportive of a blight finding.

Photos identifying conditions which show “age” of improvements within the Redevelopment Area can be observed in Exhibit C – Photo Log.

Factor 2: Obsolescence

Obsolescence (Factor 2) is a condition that can often be caused with the advanced age of a facility. Due to age, many building and infrastructure improvements within the Redevelopment Area are obsolete and have surpassed their useful, intended design. As previously mentioned, obsolescence can fall into three primary categories; Physical Deterioration, Functional Obsolescence, and External Obsolescence.

Physical Deterioration. Discussed further in Factor 4 of this report.

Functional Obsolescence. Functional obsolescence is a form of depreciation resulting in loss of value due to the lack of utility or desirability inherent in the design of the property. Lack of utility or desirability may take the form of inadequacies or super-adequacies. Functional obsolescence is caused by a flaw in the structure, materials or design of the improvement. It is attributable to defects within the property, as opposed to external obsolescence, which is caused by external factors. Functional obsolescence can be caused by a deficiency, which means the subject property is below standard in respect to market norms. Functional obsolescence may be curable or incurable. It also can be caused by a super-adequacy, which means that the subject property exceeds market norms. The only way that functional obsolescence can be offset is to cure it (when economically feasible) or when market norms change.

External Obsolescence. External obsolescence is a loss in value caused by factors outside the subject property. Examples may include an oversupplied market, very expensive financing or a locational factor such as local neighborhood influences or proximity to a negative environmental influence. External obsolescence is generally incurable on the date of the inspection, but this does not mean that it is permanent. An external obsolescence caused by market conditions, for example, is rarely permanent as market conditions change over time. External influences can affect both the site and improvements.

Within the Redevelopment Area, this obsolescence includes:

- Obsolete Design Considerations. Many of the existing improvements are currently not up to ADA (American's with Disability Act) Standards for accessibility, ingress and egress. Many locations with the Redevelopment Area are limited in access, and definitely not accessible from a mobility perspective. However, it should be understood that the

Redevelopment Area is historically developed with many older structures, but that should not exclude it from ADA accessibility laws.

- Obsolete and Deteriorating Building Components. As improvements within the Redevelopment Area continue to age, various components continue to deteriorate without ongoing building maintenance and upkeep. Deteriorating building components potentially lead to functional and economic obsolescence of the structure and immediate surrounding area. Potential vacancy as the result of obsolescence could occur and this combined with the lack of regular maintenance contribute to the functional deficiencies and obsolescence of structures.
- Obsolete Infrastructure. The infrastructure system within the Redevelopment Area is fairly old and has evolved over the course of the last 100+ years (approximately). Infrastructure includes street grid, as well as physical improvements with the Redevelopment Area. In our opinion, the following conditions qualify infrastructure within the Redevelopment as obsolete in nature.
 - There are several dead-end streets located within the Redevelopment Area. All are terminus locations as the street grid network meets E North Avenue (Highway 58). These include; Commercial Street, B Street, C Street, and D Street. It appears that these deficiencies cannot be remedied due to the historical development of the City. Please refer to Exhibit C for images.
 - General deteriorative public improvements, namely street conditions, curbs, sidewalks and street lighting.
 - Rail lines bisecting the Redevelopment Area. The Redevelopment Area is presently bisected by rail lines of the Smoky Hill Railway and Historical Society. Smoky Hill operates on tracks formerly owned and operated by Burlington Northern Railway. The Railway has one mainline and several sidings between Ella Street on the south and Chestnut Street on the north. The sidings are utilized to store/park various railroad related tool and railcars. Upon investigations, it appears that no derailment or rail accident events have occurred with the line. However, the line does have seven (7) different “at-grade” crossings which may pose a potential hazardous situation to vehicular and pedestrian traffic. Only one of the seven (Cedar Street) is signalized. As infrequent as the line is in operation it doesn’t appear that this is a significant hazard to the general public.



Photo 6 – Photo looking south from Chestnut Street.



Photo 2- Northern terminus of rail line at northern portion of Redevelopment Area. Photo looking south from Cherry Street.

Obsolete and underutilized nature of a property can also be conducive to ill health, transmission or disease, or particularly the inability to pay reasonable taxes. Similar to an aging property, obsolescence contributes to the ability of that property to generate reasonable tax revenue compared to a modern facility. All the while, that same property requires the same level of public service, if not more, than a modern contributing facility. Examples of this are fire/EMS and police services as well as City building inspection services.

Lack of proper maintenance increases the likelihood of injury to the public from crumbling structures and infrastructures, furthering the negative social impact of the area.

These conditions have contributed to a functional obsolescence within the Redevelopment Area. These conditions include:

- Outdated site improvements.
- Degrading and deteriorating structure facades and exterior envelope systems.
- The existence of insanitary or unsafe conditions within the Redevelopment Area, including illegally dumped trash & debris, and overgrown weeds (as exhibited in code violation data).

Furthermore, obsolescence of a property or area also contributes to the economic liability of an area because it does not generate as much tax revenue as a less obsolete property. The obsolete and underutilized nature of a property can also be conducive to ill health, transmission or disease, crime or particularly the inability to pay reasonable taxes. Similar to an aging property, obsolescence contributes to the inability of that property to generate reasonable tax revenue compared to a modern facility. All the while, that same property requires the same level of public service, if not more, than a modern facility.

Based on the preceding observations, it is our opinion that the Redevelopment Area exhibits conditions which can reasonably conclude that obsolescence is a condition prevalent throughout the Redevelopment Area and supportive of a blight finding.

Photos identifying conditions which show “obsolescence” of improvements within the Redevelopment Area can be observed in Exhibit C – Photo Log.

Factor 3: Inadequate or Outmoded Design

Within the Redevelopment Area many of the existing improvements were designed in an era which doesn't accommodate current building and design standards and codes.

As previously noted there are several conditions used to determine whether the Redevelopment Area is blighted based on Inadequate or Outmoded design. During on-site investigations and field surveys, conditions were observed throughout the Redevelopment Area. These include:

- Inadequate pedestrian connectivity/sidewalks ADA crossings. Upon site inspection, it was observed that virtually none of the existing pedestrian ramps at intersection corners meet current criteria for ADA accessibility. The only pedestrian ramps with detectable truncated dome warning strips noted were along Cedar Street which is a primary thoroughfare through the Redevelopment Area. Other pedestrian facility defects also include:
 - Uneven sidewalk surfaces presenting trip and fall hazards to pedestrians as well as wheel chair mobility difficulties.
 - Narrow sidewalk design which presents accessibility hindrances, particularly to that wheel chair mobility population.
 - Absence of detectable truncated dome warning strips at pedestrian sidewalk corner crossings.
 - Sidewalks and ramps with steep grades or vertical drop-offs.
 - Indirect pedestrian crossings which present mobility difficulties for those who are visually impaired.
 - Streetscape features and furniture which blocks or severely restricts sidewalk accessibility.
 - General size and width of sidewalks also block or restrict pedestrian mobility.
- Substandard driveways and drive approaches (e.g. lack of curb cuts, awkward entrance and exit points).
- Resident parking in street right-of-way, often immediately in front of residence.
- Several irregular intersections and dead-end streets.
- General ADA access. Many existing structures within the Redevelopment Area suffer from outmoded design falling short of current Americans with Disabilities Act (ADA) standards. Conditions were noted within the Redevelopment Area which are not ADA compliant. These include a lack of ADA compliant ingress/egress to buildings and, as previously mentioned, street crossing conditions for disabled individuals. The cost of making ADA compliant improvements within the area are often times cost prohibitive.
- Due to the historic nature of the improvements within the Redevelopment Area, general layout and design of improvements don't conform to modern uses and make

rehabilitation difficult. An example of which is updating basic City street and sidewalk infrastructure, as well as private building components such as simple ingress/egress, electrical, plumbing, and HVAC. These improvements are often difficult, costly and burdensome to upgrade when rehabilitating older structures.



Photo 3 - Main Street pedestrian crossing ramp. Note lack of detectable truncated dome warning strips for visually impaired individuals.

As the result, inadequate and outmoded designs make it difficult to attract new residential development. Inadequate or Outmoded design contributes to an economic liability of an area in that it does not generate as much tax revenue as an occupied property and thusly becoming a social and economic liability.

Based on the preceding observations, it is our opinion that the Redevelopment Area exhibits conditions which can reasonably conclude that outmoded design is a condition prevalent throughout the Redevelopment Area and supportive of a blight finding.

Photos identifying conditions which show “inadequate or outmoded design” of improvements within the Redevelopment Area can be observed in Exhibit C – Photo Log.

Factor 4: Deteriorating Site Improvements

Throughout the Redevelopment Area numerous improvements are exhibiting signs of physical deterioration and general degradation. Improvements are both public and private in nature. Physical deterioration is evident across the entire Redevelopment Area. Conditions include:

- Deteriorated surface pavement on streets, alleyways, drive approaches and private parking lots. Numerous locations throughout the Redevelopment Area exhibit cracking, splitting asphalt and concrete are leading to significant deterioration and pot-holes.
- Deteriorated or non-existent curb and gutter improvements on private improvements, as well as public right-of-ways.
- Deteriorated sidewalk improvements on public and private rights-of-way.
- Unimproved or minimally improved alley-ways. Including limited or no surface pavement.
- Deteriorated primary building structures (roof, walls, foundation); secondary structures (fascia/soffits, gutters/downspouts, exterior finishes, windows and doors, stairways); and exterior structures (mechanical equipment, fences/walls/gates, other structures).
- Deteriorated building façades which have become, and are becoming more deteriorated with the continued exposure to elements and lack of necessary repairs and maintenance.
- Basic lack of yard maintenance (excessive growth of grass/weeds). Also evident from Code Violation data.
- Basic lack of exterior structure maintenance. Also evident from Code Violation data.
- Ongoing deterioration.
- Illegally dumped trash & debris scattered throughout various properties. Also evident from Code Violation data.

Public Infrastructure Condition

Inquiries to the Belton Public Works Department were made and infrastructure condition was provided as it pertains to public infrastructure within the Downtown District. As the result of the historic development pattern of Old Town Belton several notable conditions occurred and are still in place which affect existing structures. These include;

- **Water Service.** Much of the Downtown water service system is antiquated or constructed of inadequate materials or line size. The northern half of the Downtown area is PVC pipe. According to the Belton Public Works Department it is in fair condition but will need to be replaced in about 20 years. The south half of downtown is mainly cast iron with some PVC pipe. The cast iron needs to be replaced now, and it has to be upgraded. Some portions of the Downtown are

served by a 2" supply main. This size is typical of residential service lines. Overall condition is very poor.

- **Sanitary Sewer.** Much of the Downtown sanitary sewer system is antiquated or constructed of inadequate materials or line size. The sanitary system within Downtown is constructed with vitrified clay pipe. This is a very old pipe that over time breaks and collapses. Most of the pipe is undersized. According to the Public Works Department, most of the sanitary sewer needs to be replaced.
- **Street Condition.** Overall street condition Downtown is rated very poor with the exception of Main Street and Loop Road. The street condition in the downtown area is rated very poor except Main Street and Loop Road. Over the last 2 years, the City has paved about 25% of the Downtown street grid to bring them into good condition. So we now have 25% good streets and 75% very poor condition. See the following comments regarding street condition later in this section.
- **Curbs/Sidewalks.** Both are limited in nature and where present most are in poor condition. Curbs are limited to Main Street. The curbs are in good condition where present, however 95% of the street network needs curb construction. There are sidewalks on Main Street and a couple of other streets, but they are isolated and where present they are often in poor condition. The sidewalks on Main Street are in need of repair due to scattered deterioration. Other sidewalks within the Downtown District are in very poor condition. Most streets do not have sidewalks.
- **Street Lighting.** Most street lighting lacks sufficient coverage with the exception of Main Street. Overall the Downtown District lacks sufficient street lights. Most lights are at intersections and there are not in the middle of the blocks. This leaves large portions of the Redevelopment Area dark at night.
- **Storm water.** Reportedly, there is only one street in the Downtown Area with storm water sewer infrastructure, that being Main Street. Storm water discharge does not exit into a creek, but rather to open ditches on other streets. The main water ways carry a large amount of water in open ditches. Occasionally, this discharge volume of water has caused major erosion. In some instances, storm water runoff ponds in streets during large rain events. The storm water system is extremely poor condition and needs to be reconstructed.

The City of Belton recently partnered with Stantec Consulting Services to evaluate the pavement condition of City streets, including those within the Redevelopment Area. Stantec analyzed each street in Belton utilizing a specialized truck equipped with laser cameras and GPS to measure and evaluate roughness and pavement distresses, such as potholes, rutting, alligator cracking, etc. per industry standards. This data was used to develop a Pavement Condition Index (PCI) for each street segment. The overall PCI for Belton streets is "46" that equates to a "poor" condition.

Within the Redevelopment Area the majority of street conditions analyzed ranked as “very poor”. Main Street for the most part ranked Fair to Poor, while the surrounding residential streets ranked Very-Poor.



Condition	Segments	Lane Miles	Percent
Good (85 - 100)	132	30.95	11.70%
Satisfactory (70 - 85)	111	21.80	8.24%
Fair (55 - 70)	181	32.76	12.39%
Poor (40 - 55)	203	45.96	17.38%
Very Poor (25 - 40)	360	74.21	28.06%
Serious (10 - 25)	247	54.47	20.60%
Failed (0 - 10)	28	4.33	1.64%
Total	1,262	264.48	100.00%

Figure 7 - Stantec Street Condition (PCI) Analysis.
 Note: Table identifies entire City PCI conditions aggregated.

Belton's PCI and other supplementary data were used as the basis for determining a preliminary list of streets to be repaired over the next 3 to 4 years using Proposition R street bond funds in the amount of \$13.5 million. Because the overall condition of Belton's streets is "poor" based upon the PCI, most of the streets need immediate repair. Staff partnered with Stantec to develop a process for determining a preliminary project list. This process included the following factors using a "worst first" approach:

- Repairing the "failed" streets that were mainly in residential areas (including the Redevelopment Area) and adding adjacent streets with the worst conditions to group improvements for continuity and more visual appeal;
- Prioritizing streets based on roughness, ride-ability, and site reconnaissance when streets had the same PCI;
- Ensuring that projects were distributed throughout all Wards in Belton.

The City-wide preliminary plan is estimated to cost a total of \$11 million and includes 39.52 lane miles based on approximate costs and quantities for pavement resurfacing and base repair. Specific budget for street repairs within the Redevelopment Area were not provided.

Furthermore, staff is in the process of walking each street to measure actual quantities of curb and gutter and base repair in order to finalize costs. Staff will also evaluate field conditions such as storm sewer pipe under the street and complete any needed repairs before the new asphalt is placed when appropriate and feasible.

Generally, physical deterioration become an economic liability when a property is not producing the maximum economic benefit to the community, such as the ability to pay real property taxes, but requires greater public expenses, such as fire, police and nuisance code violation inspections.

Physical deterioration becomes a social liability when a property's lack of maintenance presents a health, safety or concern for welfare of the public. When an area has a high percentage of properties that have physical deterioration, the economic liability of these properties generally lowers the value and often can attract crime. This can be in the form of property crimes (i.e. property trespassing, vandalism, larceny, robbery, burglary, arson, and receipt of stolen goods) and personal crimes (i.e. assault, battery, and other more violent crimes).

Code Violations

Typical of older, more established neighborhoods, many property parcels within the Redevelopment Area have been subject to certain City Code Violations. Data obtained from the City of Belton dated from July 2016 thru the end of 2020. A total of two hundred twenty-nine (229) code violations were noted. The area averaged forty-five (45) per year. Many of the most common code violations are easily fixable with a 10 to 30 day correction period. Continued violations may and have resulted in City legal action. Most of the violations noted within the Redevelopment Area were historical in nature and appear to have been rectified; however more recent violations were noted. Code violations ranged from various property violations, noxious weeds, litter, trash, illegal dumping, disrepair, unapproved storage, illegal signage and illegally parked vehicles.

Based on the preceding observations, it is our opinion that the Redevelopment Area exhibits conditions which can reasonably conclude that deterioration is a condition prevalent throughout the Redevelopment Area and supportive of a blight finding.

Photos identifying conditions which show “deterioration” of improvements within the Redevelopment Area can be observed in Exhibit C – Photo Log.

Table 10 – Redevelopment Area Code Violations: 2016

Address	Date	Violation
601 Oak St	7/19/2016	grass
304 Herschel	7/27/2016	grass
511 5th St	7/27/2016	junk, trash and/or debris, inoperable veh
301 Herschel	8/1/2016	inoperable veh
421 B St	8/12/2016	grass
620 Commercial	8/17/2016	grass
710 Chestnut	8/26/2016	grass
704 2nd St	8/26/2016	grass
702 3rd St	8/26/2016	grass
703 2nd St	8/26/2016	grass
704 2nd St	8/26/2016	grass
702 3rd St	8/26/2016	grass
712 2nd St	8/26/2016	grass
304 Herschel	9/2/2016	grass
421 B St	9/13/2016	grass
608 3rd St	9/13/2016	junk, trash and/or debris, inoperable veh
620 3rd St	9/13/2016	limbs
507 3rd St	9/13/2016	grass
501 2nd St	9/20/2016	grass
904 2nd St	9/21/2016	grass
511 5th St	10/5/2016	junk, trash and/or debris, inoperable veh
516 3rd St	10/6/2016	junk, trash and/or debris, inoperable veh
301 Herschel	10/7/2016	junk, trash and/or debris, limbs
511 5th St	10/31/2016	junk, trash and/or debris
401 E Walnut	11/8/2016	grass
912 2nd St	11/15/2016	grass
620 Commercial	11/28/2016	junk, trash and/or debris, inoperable veh
511 5th St	12/6/2016	junk, trash and/or debris
620 Commercial	12/8/2016	junk, trash and/or debris

Total Violations: 2016

29

Table 11 – Redevelopment Area Code Violations: 2017

Address	Date	Violation
511 5th St	1/10/2017	junk, trash and/or debris
401 Commercial	1/10/2017	junk, trash and/or debris
411 C St	1/13/2017	junk, trash and/or debris
606 C St	1/25/2017	pp
614 4th St	3/24/2017	junk, trash and/or debris
516 3rd St	4/3/2017	junk, trash and/or debris
403 Herschel	4/5/2017	junk, trash and/or debris
622 4th St	4/12/2017	dilapidated shed
700 4th St	4/17/2017	grass
		junk, trash and/or debris, inoperable
614 B St	4/27/2017	vehicle
502 3rd St	5/18/2017	grass
516 3rd St	5/18/2017	inoperable vehiclex2
		inoperable vehicle, junk, trash and/or
624 Commercial	6/23/2017	debris, grass, grading and drainage, ext
		in operable vehicle, junk, trash and/or
624 Commercial	6/28/2017	debris, grass, ext walls, grading and
511 5th St	6/30/2017	junk, trash and/or debris
614 4th St	7/11/2017	people in tent in backyard
822 Main St	7/11/2017	junk, trash and/or debris
614 B St	7/14/2017	in op veh, junk, trash and/or debris
411 C St	7/17/2017	junk, trash and/or debris
408 C St	7/21/2017	pp, inoperable veh
424 C St	7/21/2017	pp, inoperable veh
811 Main St	8/2/2017	in op veh
401 Herschel	8/10/2017	grass, junk, trash and/or debris
509 C St	8/23/2017	junk, trash and/or debris
411 C St	8/23/2017	unknown
622 4th St	8/31/2017	unknown
505 C St	9/5/2017	unknown
912 2nd St	10/3/2017	unknown
511 4th St	10/20/2017	unknown
522 4th St	10/20/2017	unknown
711 2nd St	11/28/2017	unknown
511 5th St	12/14/2017	unknown
508 3rd St	12/22/2017	unknown
324 2nd St	9/22/2017	unknown
312 2nd St	9/22/2017	unknown

Total Violations: 2017

37

Table 12 – Redevelopment Area Code Violations: 2018

Address	Date	Violation
508 Third St.	12/22/2017	junk, trash and/or debris
722 Main St	4/6/2018	pp, limbs
516 3rd St	4/26/2018	inop veh
		grass, junk, trash and/or debris, tree down
621 Main St	5/16/2018	down
408 C St	6/20/2018	junk, trash and/or debris
510 3rd St	7/30/2018	junk, trash and/or debris
		grass, pp, inop veh, junk, trash and/or debris, open storage
321 3rd St	8/3/2018	debris, open storage
312/314 3rd St	11/30/2018	dangerous building
712 B St	5/7/2018	grass
508 3rd St	4/24/2018	illicit discharge, unsanitary
516 3rd St	4/6/2018	junk, trash and/or debris
811 Hackberry	4/6/2018	junk, trash and/or debris
608 3rd St	7/13/2018	grass
106 Commercial	7/17/2018	Inoperable veh, pp, open storage
722 Main St	4/24/2018	pp
722 Main St	4/6/2018	pp, junk, trash and/or debris
		junk, trash and/or debris, trash screening
405 Ella	9/18/2018	screening
511 5th St	10/11/2018	junk, trash and/or debris
515 5th St	10/11/2018	junk, trash and/or debris
507 3rd St	3/13/2018	Improvement procedures

Total Violations: 2018

20

Table 13 – Redevelopment Area Code Violations: 2019

Address	Date	Violation
501 2nd St.	1/15/2019	Inoperable vehicle
Smoky Hill RR	3/20/2019	Door in Disrepair
216 2nd Street	4/9/2019	sewer issue
209 Herschel	4/10/2019	junk, trash and/or debris
511 5th Street	4/30/2019	junk, trash and/or debris
301 S. East Avenue	5/2/2019	junk, trash and/or debris
502 3rd Street	5/17/2019	tall grass/weeds
510 3rd Street	5/17/2019	tall grass/weeds
516 3rd Street	5/17/2019	tall grass/weeds
412 4th Street	5/20/2019	tall grass/weeds
622 4th Street	5/20/2019	tall grass/weeds
615 C Street	5/20/2019	tall grass/weeds; tree limbs
621 Main Street	6/10/2019	tall grass/weeds
711 Cedar Street	6/12/2019	tall grass/weeds
615 Main Street	6/18/2019	junk, trash and/or debris
503 C Street	6/20/2019	junk, trash and/or debris
521 C Street	6/20/2019	tall grass/weeds; junk, trash and/or debris
302 Herschel	6/24/2019	inop vehicle (2)
406 Hackberry Street	6/26/2019	junk, trash and/or debris
424 B Street	6/27/2019	tall grass/weeds; inop vehicle
421 B Street	6/27/2019	tall grass/weeds
811 Hackberry Street	7/2/2019	junk, trash and/or debris
809 Hackberry Street	7/2/2019	tall grass/weeds
509 C Street	7/3/2019	tree limbs
615 C Street	7/9/2019	tall grass/weeds
406 Hackberry Street	7/17/2019	tree limbs
811 Hackberry Street	7/17/2019	junk, trash and/or debris
321 3rd Street	7/25/2019	tall grass/weeds; junk, trash and/or debris
712 C Street	7/25/2019	pp
508 4th Street	7/26/2019	inop vehicle; pp
Main Street (Smoky Hill RR Behind 113 Main St.)	7/31/2019	inop vehicle (x2); junk, trash and/or debris; open storage; burned RV
121 Main Street	8/6/2019	inop vehicle
421 B Street	8/19/2019	tall grass/weeds
113 Main St	8/21/2019	Inoperable vehicle, junk, trash and/or debris
717 2nd Street	9/9/2019	tall grass/weeds fence materials, open storage, junk, trash and/or debris
1004 Main St.	9/20/2019	tree trim (alley)
412 B St	9/26/2019	inop vehicle (black car)
411 B St	9/30/2019	junk, trash and/or debris
408 C Street	9/30/2019	tall/grass weeds
516 B Street	9/30/2019	inoperable vehicle (x2) yellow Chevy sedan & black Lexus sedan
509 C Street	9/30/2019	tall/grass weeds
606 B Street	9/30/2019	tall/grass weeds
811 Hackberry	9/30/2019	tall grass/weeds; junk, trash and/or debris; tree limbs
809 Hackberry Street	9/30/2019	tall grass/weeds
506 Blue Avenue	9/30/2019	inoperable vehicle (white car with expired 2018 tags)
912 Ella	10/1/2019	tree limbs
503 4th st	10/1/2019	tall grass/weeds
202 Lillard Avenue	10/10/2019	roof repair
412 B St	10/16/2019	tall grass/weeds
302 Cedar	10/21/2019	inop vehicle (silver Chevy Malibu sedan)
912 2nd Street	11/4/2019	inop vehicle (x2)
404 Cedar Street	11/14/2019	commercial vehicles x5
501 Pine St	11/14/2019	inop veh (red Dodge Neon) Protective Treatment Required, junk, trash and/or debris
406 Hackberry St.	11/18/2019	inop vehicle (silver Dodge truck)
712 2nd Street	11/18/2019	open storage
704 2nd Street	11/25/2019	open storage
514 D St	12/12/2019	junk, trash and/or debris
410 B Street	12/31/2019	junk, trash and/or debris; tree limbs
504 D Street	12/31/2019	pp; inoperable vehicle; open storage
211 Herschel	12/31/2019	pp (car and trailer); junk, trash and/or debris inop vehicle (white Nissan Frontier); open storage; tree limbs
702 3rd Street	12/31/2019	tree limbs
401 Commercial	2/22/2019	creating and maintaining a nuisance
312 2nd St.	3/12/2019	junk, trash and/or debris, tree limbs, open storage

Total Violations: 2019

65

Table 14 – Redevelopment Area Code Violations: 2020

Address	Date	Violation
510 B Street	1/2/2020	Problem Property
217 East North Avenue	1/17/2020	Sign Maintenance
106 Commercial	1/31/2020	Inop veh(numerous); junk, trash and/or debris; open storage
912 2nd St.	2/3/2020	junk, trash and/or debris
711 2nd St	2/13/2020	open storage
912 2nd St.	2/19/2020	junk, trash and/or debris
502 4th St.	2/26/2020	Junk, trash and/or debris (trash bags in back yard)
401 Cedar St.	2/28/2020	Problem Property x2 (silver sedan & white van)
413 Commercial St	3/12/2020	open storage
201 S. East Ave	3/16/2020	tree limbs
203 S. East Ave.	3/16/2020	tree limbs / leaves
603 5th Street	3/18/2020	Problem Property; inop veh (x2)
106 Commercial	3/19/2020	Inop veh(several); oil spill
510 3rd Street	3/31/2020	inop veh
515 B Street	3/31/2020	Inop veh (silver sedan)
510 B Street	4/15/2020	grass
910 Main St	4/15/2020	grass
621 Main St	4/28/2020	grass
401 E Walnut	5/7/2020	grass
715 Main St	5/12/2020	grass
401 Cedar St	5/18/2020	grass; no visible numbers
510 3rd St	5/19/2020	inop veh; open storage
511 4th St	5/19/2020	Inop veh (x2)
614 4th St	5/19/2020	grass; junk, trash and/or debris
622 4th St	5/19/2020	grass
811 Hackberry St	5/19/2020	grass; no visible numbers
710 Pine St	5/21/2020	grass
519 2nd St	6/1/2020	junk, trash and/or debris, pp. & open storage
705 B St	6/2/2020	grass
704 2nd St	6/3/2020	grass
806 2nd st	6/5/2020	grass
904 Main St.	6/17/2020	inop veh (yellow old thing) behind house
206 S. East Ave	6/23/2020	tree limb & grass vn
406 Hackberry St	6/26/2020	junk, trash and/or debris
503 C St	6/26/2020	Junk, trash and/or debris
611 B St	6/26/2020	junk, trash and/or debris, pp, & open storage
615 C St	6/26/2020	inop veh (Toyota), & grass
302 Cedar St.	7/14/2020	tree limb (stop sign Y & Cedar)
621 C. Street	7/16/2020	Intersection Visibility
401 E Walnut	7/29/2020	inop veh x2
510 3rd St.	8/6/2020	Junk, trash and/or debris, open storage, trash carts, windows, & tree limbs
811 Main St	8/6/2020	junk, trash and/or debris, & dumpster screening
722 Main St	8/13/2020	grass
421 B St	8/14/2020	grass
715 Main St	8/14/2020	grass
715 Main St	8/21/2020	dumpster
511 4th St	9/3/2020	In op veh (gold hyundai) & grass in gravel
501 Commercial St	9/8/2020	grass
614 Third St	9/8/2020	grass
307 Third St.	9/14/2020	open storage (mattress/box springs)
421 B St.	9/14/2020	grass
503 Fourth St	9/14/2020	open storage
510 Third St.	9/14/2020	storage, in op veh, windows, doors, handrail, flashing, guttering, siding
611 Fourth St	9/14/2020	in op veh (jeep)
708 Chestnut St.	9/15/2020	open storage
100 Main St	9/23/2020	sign
106 Commercial	9/23/2020	grass, open storage & in op veh(s)
811 Main St	9/24/2020	junk, trash and/or debris
1004 Main St.	9/28/2020	open storage
421 C St.	10/1/2020	grass
Main St.	10/1/2020	grass
508 Third	10/8/2020	Problem property
401 E Walnut	10/28/2020	window & guttering
1004 Main St.	11/4/2020	open storage, pp
508 Fourth St	11/4/2020	open storage
621 Main St	11/4/2020	open storage, limbs
710 Chestnut St	11/4/2020	open storage
301 Lillard Ave	11/5/2020	Problem Property, open storage
603 5th Street	11/5/2020	In op veh x2
921 Main St	11/5/2020	Problem property
722 Main St	11/10/2020	grass
904 Main St.	11/10/2020	inop veh (older modle yellow vehicle)
811 Main St	11/17/2020	open storage
909 Main St	11/17/2020	junk, trash and/or debris
510 Third St	11/30/2020	open storage, junk, trash and/or debris
604 Fourth St	12/3/2020	Problem Property
713 Fourth St	12/3/2020	open storage
401 Herschel St	12/7/2020	In op veh
402 Second St	12/7/2020	open storage
809 E Walnut	12/7/2020	open storage
509 Central Ave	12/15/2020	Problem Property, inop veh (blue van), & open storage
604 Fourth St	12/15/2020	limbs

Total Violations: 2020

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Test number two- The predominance of these four factors has contributed to the Redevelopment Area becoming an Economic and Social Liability for the City.

An area, or a property can become a an economic liability when a property is not producing the maximum economic benefit to the community, such as the ability to pay real, personal and sales taxes, but requires greater public expenses, such as fire, police and nuisance code violation efforts. General characteristics considered when evaluating economic liability include: Reduced or negligible income, Impaired economic value, depreciated values, impaired investments, and negligible income.

The Missouri Supreme Court has determined that "the concept of urban redevelopment has gone far beyond 'slum clearance' and the concept of economic underutilization is a valid one." Previously it was shown that the present condition of the Redevelopment Area aggregate appraised property valuation is currently \$22,784,870 up 13.45% from 2006 (\$19,719,280). This increase is a 0.90% change year-over-year since 2006. While it is an increasing figure, it is our opinion that given redevelopment and rehabilitation of improvements with the Redevelopment Area, that figure might be higher. The factors shown within this report combine to create economic underutilization, which is an inability to generate comparable value or growth in property value.

An area or a property can become an economic liability when a property is not producing the maximum economic benefit to the community, such as the ability to pay real, personal and sales taxes, but requires greater public expenses, such as fire, police and nuisance code violation efforts.

Social Liability

This analysis illustrates that the preceding four factors have led to an economic liability within the Development Area. The statute also requires that the preceding four factors have led to a social liability. Although the term "social liability" is not specifically defined by statute, the historical context suggests the definition of "social liability" focuses upon the health, safety, and welfare of the public. Generally, the term "social liability" is not defined by Missouri Statute. However, in case law identifies an exception. In *Centene Plaza Redevelopment Corporation v. Mint Properties, et al.*, No. SC88487, 225 S.W.3d 431 (Supreme Court of Missouri. June 12, 2007), the opinion states the following as it relates to the definition of a social liability:

"Although the term "social liability" is not specifically defined by statute or in case law, the historical context suggests the definition of "social liability" focus upon the

health, safety, and welfare of the public. In that regard, it has been noted that the transformation of this country from primarily agricultural to predominantly industrial society resulted in significant growth in the cities. Tax Increment Financing Commission of Kansas City v. J.E. Dunn Const. Co., Inc., 781 S.W.2d 70, 78 (Mo. Banc 1989). One result of this growth was blighted areas, which constituted a “menace injurious to the public health, safety, morals and welfare” of the residents. The blighted areas also presented economic concerns. The need to eliminate these conditions as a “breeding ground for juvenile delinquency, infant mortality, crime and disease,” prompted a move toward redevelopment.”

Physical deterioration becomes a social liability when a property’s lack of maintenance presents a health, safety or concern for welfare of the public. When an area has a high percentage of properties that have physical deterioration, the economic liability of these properties generally lowers the value and often can attract crime. Based on data available within the Redevelopment Area, the typical form of property crimes that occur within areas that show a predominance of physical deterioration include: property trespassing, vandalism, and assault.

Crime

Inquiries to the City of Belton, the Belton Police Department indicated that numerous emergency events have occurred within the Redevelopment Area. Data was compiled from 2016 to present.

Crime specific to properties within the Redevelopment Area were numerous. Records indicate that four hundred fifty-four (454) total Police Department calls were made between 2016 and present. Calls averaged approximately 113 per year or 9.4 calls per month within the Redevelopment Area. The majority of calls appear to be property crime in. A summary of all calls reported are included within the following table.

Table 15 - Emergency Service Calls-Police 2016-Present.
 Courtesy City of Belton, Belton Police Department.

Crime Data 2016 - Present

Incident	Occurances
Animal Control	6
Code Enforcement	22
Arson	1
Assault-Simple	101
Assault-Gun	9
Assault-Knife	4
Assault-Against Officer	4
Burglary-No Force	17
Burglary-Force	28
Drug Arrest-Possession	29
Drug Arrest-Possession Paraphernalia	14
DWI	23
Rape	4
Robbery	4
Stealing/Theft	158
Vehicle Theft	30
Total:	454
Avg. per year:	113.5

As previously mentioned, Inquiries to the Belton Fire Department indicated that numerous EMS and fire events have occurred within the Redevelopment Area. Data was compiled from 2017 to May 2020.

EMS/Fire incidents to properties within the Redevelopment Area were numerous. Records indicate that one thousand two hundred twenty-three (1,223) total incident reports to the Fire Department were made between 2017 and May 2020. Calls averaged approximately 349 per year or 29 calls per month within the Redevelopment Area. The vast majority of calls (69%) appear to be medical assist or EMS calls. All calls reported are included within the following table.

Table 16 – EMS/Fire Occurrences, 2017-2020. Courtesy Belton Fire Department.

Belton Fire Department Calls: Old Town Belton	2020	2019	2018	2017
Fire	8	14	8	27
EMS	138	212	244	252
Other	30	94	94	102
Total	176	320	346	381

Note: 2020 Data is only for Jan-May

Test number three- The predominance of these four factors has contributed to the Redevelopment Area to be conducive to ill health.

The four factors (age, obsolescence, inadequate or outmoded design, and physical deterioration) can also be conducive to ill health. Within the Redevelopment Area conditions were identified that can lead to unsafe or insanitary conditions, which can lead to ill health. However, while these conditions were certainly present, we don't think the presence of these conditions exceeds the threshold needed to qualify as a blighting factor for the Redevelopment Area.

And as a result: Transmission of Disease.

Two factors (inadequate or outmoded design and physical deterioration) can also be conducive to transmission of disease. Within the Redevelopment Area there are conditions that could result in the transmission of disease. These conditions include inadequate or outmoded design of storm drainage infrastructure or the deterioration of the system which can lead to standing water. In addition, trash, debris, and weeds, which was noted within the Redevelopment Area, may also lead to transmission of disease. Again, while these conditions were certainly present throughout the Redevelopment Area, we don't think the presence of these conditions exceeds the threshold needed to qualify as a blighting factor for the Redevelopment Area.

And as a result: Crime.

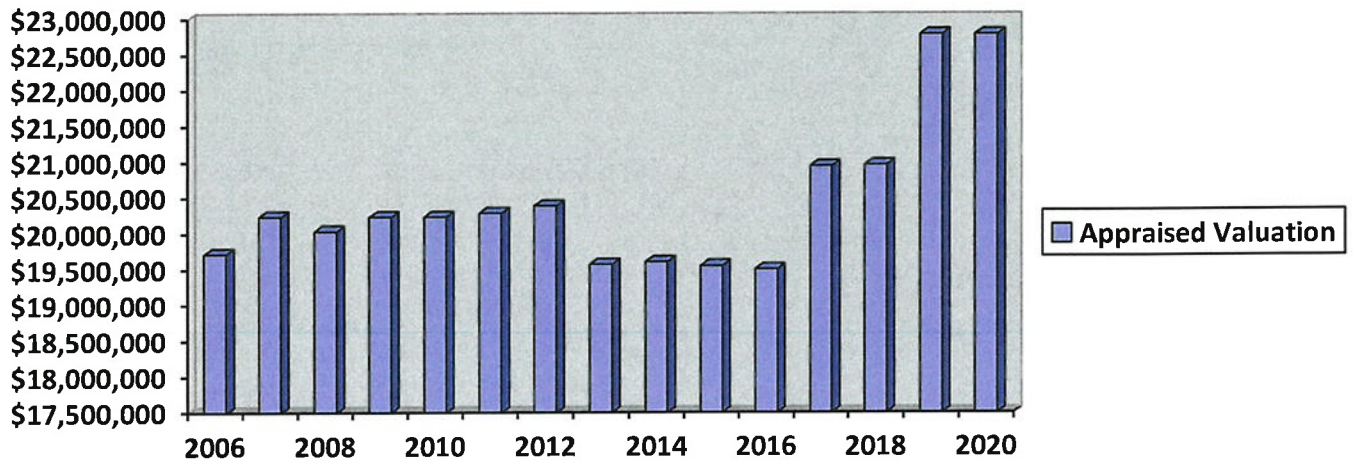
One factor, physical deterioration, can also be have an influence on personal or property crimes. As previously mentioned, emergency service call data was compiled from 2016 to present. Records indicate that four hundred fifty-four (454) total Police Department calls were made between 2016 and present. Calls averaged approximately 113 per year or 9.4 calls per month within the Redevelopment Area.

And as a result: Inability to Pay Reasonable Taxes.

Finally the four factors (age, obsolesce, inadequate or outmoded design, and physical deterioration) can also effect the ability to pay reasonable taxes. When a property or properties exhibit one of the four factors or a combination of those factors, often the property values decline, income potential decline (potential rents or value of property), leading to a reduction in the value of surrounding properties. This blighting influence can hinder reinvestment in an area and reduce activities which would generate new real, personal property investment or the potential for employment, and sales and utility taxes.

The current assessed valuation of the Redevelopment Area was compiled from data provided by the City of Belton and Cass County Assessor’s Office, and shows a total aggregated appraised value of \$22,784,870 for 2020. Data indicates the total appraised values for the Redevelopment Area have increased since 2006. Total appraised value has increased 13.45% since 2006, or 0.9% per year. The table below shows the total aggregated assessed valuation of the Redevelopment Area since 2006.

Table 27 - Aggregate Appraised Valuation.
Data provided by City of Belton/Cass County Assessor's Office, 2020.



353 Blight Conclusions

Presently, the Redevelopment Area's location indicates even more evidence of the area's need for overall redevelopment. The Redevelopment Area currently, as a whole, suffers from numerous unfavorable blighting factors, as previously described. If any Redevelopment Project is completed at the subject property, then such redevelopment should maximize the site's economic potential and generate added tax revenue and economic development for the area.

The preceding analysis indicates that the Redevelopment Area suffers from numerous unfavorable blighting factors, as delineated in the statutes and as previously described. The Redevelopment Area contains numerous outdated improvements which, in our opinion, do not permit the area to be utilized to its full potential. Average structure age within the Redevelopment Area is presently estimated to be at least eighty-six (86) years of age, with an average structure year of construction being 1935.

Those blighting factors present within the Redevelopment Area include;

- The Redevelopment Area suffers from economic and functional obsolescence due to changing market conditions.
- The Redevelopment Area suffers from historical inadequate and outmoded design.
- The Redevelopment Area exhibits cases of physical deterioration. This factor is apparent and is likely to worsen without addressing.
- The Redevelopment Area exhibits factors which contribute to an economic and social liability.
- The Redevelopment Area exhibits factors which could contribute to a depressed property valuation for the entire area.

We anticipate that Redevelopment Area, if substantially improved, should generate increased tax revenue and economic activity. However not knowing any potential uses, exact estimations of such impact are difficult to determine.

Factors	Present	<i>Has become economic and social liability</i>	<i>conducive to ill health</i>	<i>transmission of disease</i>	<i>crime</i>	<i>inability to pay reasonable taxes</i>
Age	YES	X			X	X
Obsolescence	YES	X			X	X
Inadequate or outmoded design	YES	X			X	X
Physical deterioration	YES	X			X	X

Table 18 - Summarization of 353 Findings.

As a result of the factors discussed previously, it is our determination that according to R.S. Mo. Section 353.020 (2), the Redevelopment Project Area as a whole meets the definition of a “blighted area” and suffers from age, obsolescence, inadequate or outmoded design, physical deterioration, conditions which have become both economic and social liabilities; and a combination of conditions which are conducive to ill health, crime or inability to pay reasonable taxes. These factors are also summarized above in Table 12- Summarization of 353 Findings.

Exhibit A: Ownership Information

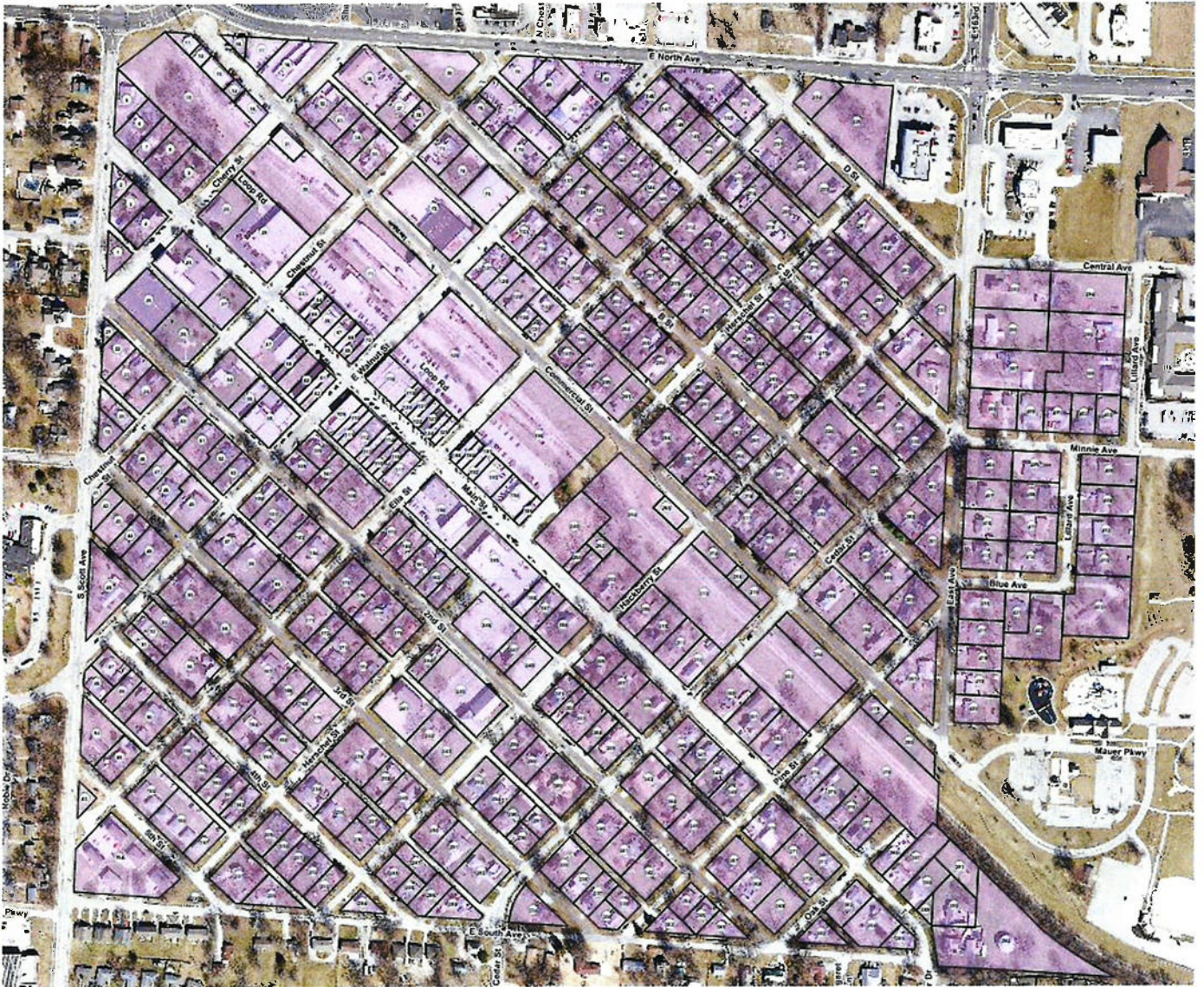


Figure 14 – Parcel Identification Map. Courtesy City of Belton.

Table 19 – Ownership Information and Parcel Identification Numbers. All information courtesy City of Belton/Cass County Assessor's Department, 2020.

Map ID	Parcel ID	Owner	Address	#	Owner Address	Owner City	Owner State	Owner ZIP	Legal	Acres	Year Bt.
1	50614101000087000	CITY OF BELTON	N SCOTT AVE		506 MAIN	BELTON	MO	64012	ORIG BELTON LOT 6 BLK 49	0.13	N/A
2	50614101000086000	MORLANG, VERNON	MAIN ST	100	1101 MAIN ST	BELTON	MO	64012	ORIG BELTON LOT 5 BLK 49	0.11	N/A
3	50614101000084000	NCH PROPERTIES LLC	MAIN & 113 S SCOTT ST	120	203 N SUNSET LN	RAYMORE	MO	64083	ORIG BELTON LOT 4 BLK 49	0.21	N/A
4	50614101000083000	BELTON PRESBYTERIAN CHURCH	MAIN ST	122	122 MAIN ST	BELTON	MO	64012	ORIG BELTON LOTS 1-4 BLK 30	0.22	N/A
5	50614101000081000	PREUSS, ECKHARD J	S SCOTT AVE	103	PO BOX 645	BELTON	MO	64012	ORIG BELTON LOT 13 BLK 30 614/147	0.22	N/A
6	50614101000083000	LARKEY INVESTMENTS INC	MAIN ST	101	208 S SCOTT AVE	BELTON	MO	64012	ORIG BELTON LOTS 10-12 BLK 30	0.25	N/A
7	50614101000083000	PICKARD, CARSON	MAIN ST	107	307 MAIN ST	BELTON	MO	64012	ORIG BELTON LOTS 8 & 9 BLK 30	0.17	N/A
8	50614101000083000	BRUNNER, DANIEL R & CARLA ETAL	MAIN ST	123	113 MAIN ST	BELTON	MO	64012	ORIG BELTON LOTS 5-7 BLK 30	0.25	1873
9	50614101000083000	KESTER, YOLANOLE M	MAIN ST	111	121 MAIN ST	BELTON	MO	64012	ORIG BELTON LOTS 1-4 BLK 30	0.33	1873
10	50614101000083000	SMOXY HILL R/W & HIST SOC	MAIN ST	121	502 WALNUT ST	BELTON	MO	64012	ALL THAT PART RR R/W LYING IN SEC'S 2,11,13&14TWP 46 R633	1.59	N/A
11	50614101000083000	BAKER, B & DON & C BROWN	UNKNOWN		PO BOX 351	CLEVELAND	MO	64734	ORIG BELTON LOT 13 BLK 29	0.08	N/A
12	50614101000083000	BAKER, J B & DON & C BROWN	COMMERCIAL	104	PO BOX 351	CLEVELAND	MO	64734	ORIG BELTON LOTS 11 & 12 BLK 29	0.06	N/A
13	50614101000083000	LIGHT, GORDON L TR	COMMERCIAL	106	106 RAINBOW CT	RAYMORE	MO	64083	ORIG BELTON LOTS 7-10 BLK 29	0.11	N/A
14	50614101000082000	LIGHT, GORDON L TR	COMMERCIAL	106	106 RAINBOW CIR	RAYMORE	MO	64083	ORIG BELTON LOTS 5 & 6 BLK 29	0.06	N/A
15	50614101000082000	SMITH, ROBERT A & DONA K	COMMERCIAL		6904 E 180TH ST	BELTON	MO	64012	ORIG BELTON LOTS 1-4 BLK 29	0.11	N/A
16	50614101000081000	WYMAN, GEORGE FREDERICK	E NORTH AVE	107	422 CORRAL DR	BELTON	MO	64012	ORIG BELTON BGL60NW 5 CR LOT 6 BLK 15 NW28 'N55'	0.06	N/A
17	50614101000081000	DI ROGERS CORP	E NORTH AVE	111	1225 S MAIN ST STE 300	GRAPEVINE	TX	76051	ORIG BELTON LOTS 5 EX SE12' & B6 S CR LOT 6 NW49' BLK 15	0.18	N/A
18	50614101000081000	DI ROGERS CORP	E NORTH AVE	139	1225 S MAIN ST STE 300	GRAPEVINE	TX	76051	ORIG BELTON LOTS 1-4 & SE12' LOT 5 BLK 15 & ALLEY	0.46	N/A
19	50614101000105000	VISION CONSTRUCTION PROPERTIES LLC	N CHESTNUT	708	7406 E 199TH ST	BELTON	MO	64012	ORIG BELTON LOT 8 EX N50' BLK 50	0.12	1910
20	50614101000105000	BROWN, DAVID W & JANET C	N CHESTNUT	708	707 SUNSET LN	BELTON	MO	64012	ORIG BELTON LOT 7 EX 8 BLK 50	0.04	N/A
21	50614101000103000	LARKEY, MICHAEL W & KRISTINA J	2ND ST	210	210 2ND ST	BELTON	MO	64012	ORIG BELTON SE76' LOT 7 BLK 50	0.19	1906
22	50614101000103000	LARKEY, MICHAEL W & KRISTINA J	2ND ST	216	216 2ND ST	BELTON	MO	64012	ORIG BELTON LOTS 4-6 BLK 50	0.22	1906
23	50614101000103000	LARKEY, MICHAEL W & KRISTINA J	2ND ST	222	222 2ND ST	BELTON	MO	64012	ORIG BELTON LOTS 1-3 BLK 50	0.22	1906
24	50614101000103000	JECK, SHARON A	MAIN ST	204	PO BOX 1400	LEES SUMMIT	MO	64063	ORIG BELTON LOTS 5-18 BLK 48 498/550/540/181	1.03	N/A
25	50614101000083000	BANK OF BELTON	MAIN ST		PO BOX 230	BELTON	MO	64012	ORIG BELTON LOTS 19-24 BLK 48	0.44	N/A
26	50614101000083000	CITY OF BELTON	UNKNOWN		PO BOX 1400	LEES SUMMIT	MO	64063	ORIG BELTON LOTS 1-4 BLK 48	0.30	N/A
27	50614101000083000	BANK OF BELTON	UNKNOWN		PO BOX 1400	LEES SUMMIT	MO	64012	ORIG BELTON LOTS 9-12 BLK 31	0.33	N/A
28	50614101000083000	D & L CLARK INVESTMENTS LLC	MAIN ST	201	16112 LOUISVILLE CT	BELTON	MO	64012	TRB&GNCWCR128310BNEA052885W90N192288WNBG 1325/36	0.93	N/A
29	50614101000083000	CITY OF BELTON	MAIN ST		PO BOX 230	BELTON	MO	64012	ALL THAT PART RR R/W LYING IN SEC'S 2,11,13&14TWP 46 R633	1.05	N/A
30	50614101000083000	SMOXY HILL R/W & HIST SOC	MAIN ST		502 WALNUT ST	BELTON	MO	64012	ORIG BELTON LOTS 1-4 BLK 28	0.11	N/A
31	50614101000083000	MT PL TWP SPEC RD DISTRICT OF CASS CO	COMMERCIAL		COMMERCIAL	BELTON	MO	64012	CHERRY & 201, 203		
32	50614101000084000	LAWRENCE, RANDY SR & KATHERINE	COMMERCIAL	415	415 CHERRY	BELTON	MO	64012	ORIG BELTON LOTS 13-15 BLK 16	0.22	1900
33	50614101000084000	LAWRENCE, RANDY D SR & KATHERINE M	COMMERCIAL & 213	209	415 CHERRY ST	BELTON	MO	64012	ORIG BELTON LOTS 16-18 BLK 16	0.22	1900
34	50614101000084000	DANIELS, GREGORY M	COMMERCIAL	213	213 COMMERCIAL	BELTON	MO	64012	ORIG BELTON LOTS 19-21 BLK 16	0.22	1900
35	50614101000084000	COLE, MARTHA E & WILLIAM H	COMMERCIAL	223	223 COMMERCIAL	BELTON	MO	64012	ORIG BELTON LOTS 22-24 BLK 16	0.22	1900
36	50614101000084000	BELTON ASSEMBLY OF GOD CHURCH WNC	B ST	200	PO BOX 161	BELTON	MO	64012	ORIG BELTON LOTS 6-12 BLK 16 507/456	0.52	1988
37	50614101000084000	SEARS, CHARLES R & KATHLEEN	B ST	218	218 B ST	BELTON	MO	64012	ORIG BELTON SE40'X48' LOTS 1 & 2 LOTS 3,4 & 5 BLK 16	0.27	1988
38	50614101000084000	BURNETT RENTALS LLC	B ST	222	24095 E 172ND ST	PLEASANT HILL	MO	64080	ORIG BEL BGL NEGR LOT 1 BLK 16 SW94' NW48' NE94'	0.10	1988
39	50614101000082000	BROWN, LOREN T & BARBARA J	E NORTH AVE		5 BELMO DR	BELTON	MO	64012	ORIG BELTON BLK 14	0.40	N/A
40	506141040000071000	FLANAGAN, HAROLD R & WENDY S	E WALNUT	810	810 E WALNUT	BELTON	MO	64012	ORIG BELTON LOTS 10-13 BLK 63 VAC ST & TRI TR LYING SOUTH	0.53	1943
41	506141040000071000	TAG PROPERTIES LLC	THIRD ST		22402 W 59TH ST	SHAWNEE	KS	66226	ORIG BELTON LOT 9 BLK 63 EX S50'	0.04	N/A
42	506141040000071000	WOODY, BETTY ANN ETAL	ST	3RD	2571 FAIRWAY DR	LOMA LINDA	MO	64804	ORIG BELTON NW32' SE50' LOT 9 BLK 63	0.13	N/A
43	506141040000071000	TAG PROPERTIES LLC	3RD ST	310	22402 W 59TH ST	SHAWNEE	KS	66226	ORIG BELTON LOTS 7 & 8 & SE 18' LOT 9 BLK 63	0.20	N/A
44	506141040000071000	TAG PROPERTIES LLC	3RD & 314 ST	312	22402 W 59TH ST	SHAWNEE	KS	66226	ORIG BELTON LOTS 5 & 6 & 11 & 13	0.30	N/A
45	506141040000071000	TAG PROPERTIES LLC	E WALNUT	802	2316 E MEYER BLVD	KANSAS CITY	MO	64132	ORIG BELTON LOTS 1-4 BLK 64	0.30	N/A
46	506141040000071000	CASS COMMUNITY HEALTH FOUNDATION	3RD ST	309	309 3RD ST	BELTON	MO	64012	ORIG BELTON LOTS 13-15 BLK 51	0.22	1900
47	50614101000105000	BOHN, ROBERT M	3RD ST	307	21011 S RAFFURTY RD	PLEASANT HILL	MO	64080	ORIG BELTON LOTS 16 & 17 BLK 51	0.15	1900
48	50614101000083000	GERIT, ZACHARY & ANGELA M GODSEY	3RD ST	321	321 3RD ST	BELTON	MO	64012	O.A. L18&19&20&21 'N5E' L170&20&21&22&23&24&25	0.20	1900
49	506141040000036000	WALKER, CARL M & JEANNE L WALKER GF	E WALNUT	708	907 E GORE RD	RAYMORE	MO	64083	ORIG BELTON SE16'NE56'LOT20&21EX NWS'SW78'&LOTS 22-24 B51	0.32	1900
50	50614101000084000	DELLAGUARDIA, RUSSELL & SHERILL	2ND ST	306	306 2ND ST	BELTON	MO	64012	ORIG BELTON LOTS 1-2 BLK 51	0.30	1910
51	50614101000084000	SNP INVESTMENTS LLC	2ND ST	312	433 LASLEY BRANCH CT	RAYMORE	MO	64083	ORIG BELTON NW2 LOTS EX NE79' & LOTS 6-8 BLK 51	0.24	1910
52	50614101000084000	BROOKS, LINDA J	2ND ST	320	320 2ND ST	BELTON	MO	64012	ORIG BELTON LOTS 3 & 4 & LOT 5 EX SW55' NW2 BLK 51	0.21	1910
53	50614101000084000	SPANGLER, PAUL BRAD	2ND ST	324	324 2ND ST	BELTON	MO	64012	ORIG BELTON LOTS 1 & 2 BLK 51	0.15	1910
54	50614101000084000	GEO FUNERAL HMS 'S CI MORT CDRP	2ND ST	611	PO BOX 130548	HOUSTON	TX	77239	ORIG BELTON LOTS 13-17 BLK 47	0.37	N/A
55	50614101000084000	S W TELEPHONE CO	ST	2ND	612 E WALNUT	BELTON	MO	64012	ORIG BELTON LOTS 18 & 19 BLK 47	0.15	N/A
56	50614101000084000	FRATERNAL ORDER OF THE EAGLES CASS CO	E WALNUT	612	612 E WALNUT	BELTON	MO	64012	ORIG BELTON LOTS 20-24 BLK 47 387/320	0.37	N/A
57	50614101000084000	KNOTTS ONE LLC	MAIN ST	312	312 MAIN ST	BELTON	MO	64012	ORIG BELTON LOT 7 BLK 47	0.07	N/A
58	50614101000084000	LARKEY, NORMAN K SR	MAIN ST	314	402 MAIN ST	BELTON	MO	64012	ORIG BELTON LOT 6 BLK 47	0.07	N/A
59	50614101000084000	CITY OF BELTON	MAIN ST	320	505 MAIN	BELTON	MO	64012	ORIG BELTON LOT 4 & 5 BLK 47	0.15	N/A
60	50614101000084000	SUMMIT EXPERIENTIAL LLC	MAIN ST	322	322 MAIN ST	BELTON	MO	64012	ORIG BELTON LOT 3 BLK 47	0.07	N/A
61	50614101000084000	WRIGHT, NATHAN A	MAIN ST	324	2028 CONDOLEA	LEAWOOD	KS	66209	ORIG BELTON LOT 1 BLK 47	0.07	N/A
62	50614101000084000	GEMIN ONE	MAIN ST	301	12316 NIEMAN RD	OVERLAND PARK	KS	66213	ORIG BELTON LOTS 10-12 BLK 32 1834/146	0.17	N/A
63	50614101000084000	ELLIOTT, BLAINE H	MAIN ST	305	PO BOX 648	BELTON	MO	64012	ORIG BELTON LOT 9 BLK 32	0.06	N/A
64	50614101000084000	SHAW, JEFFREY L	MAIN ST	309	309 MAIN ST	BELTON	MO	64012	ORIG BELTON LOT 8 BLK 32	0.06	N/A
65	50614101000084000	KNOTTS ONE LLC	MAIN & 313 ST	311	402 MAIN ST	BELTON	MO	64012	ORIG BELTON NW4' LOTS 5 & LOTS 6 & 7 BLK 32	0.12	N/A
66	50614101000084000	SMITH, SALLY PETERSON	MAIN ST	315	501 BUENA VISTA DR	BELTON	MO	64012	ORIG BELTON LOTS 4 & 5 EX NW4' LOTS 5 BLK 32	0.06	N/A
67	50614101000084000	BICHEL, JEFFREY WAYNE	MAIN & 321 ST	319	13604 HARVEST LN	PECULIAR	MO	64078	ORIG BELTON LOT 3 BLK 32	0.06	N/A
68	50614101000084000	DRYDEN, JACK C TR	MAIN ST	323	12116 GRAND AVE	KANSAS CITY	MO	64145	ORIG BELTON LOT 2 BLK 32	0.06	N/A
69	50614101000084000	DRYDEN, JACK C TR	MAIN ST & 508 E WALNUT	325	501 WALNUT ST	BELTON	MO	64012	ALL THAT PART RR R/W LYING IN SEC'S 2,11,13&14TWP 46 R633	1.75	N/A
70	50614101000084000	SMOXY HILL R/W & HIST SOC	MAIN ST		12116 GRAND AVE	KANSAS CITY	MO	64145	ORIG BELTON LOTS 13-24 BLK 17	0.89	N/A
71	50614101000084000	DRYDEN, JACK C TRUSTEE	COMMERCIAL	323	12116 GRAND AVE	KANSAS CITY	MO	64145	ORIG BELTON NW2 LOT 9 & LOTS 10-12 BLK 17	0.26	1950
72	50614101000084000	DRECHSEL, ROBERT	B ST	310	302 B ST	BELTON	MO	64012	ORIG BELTON LOTS 6 & 8 SE2 LOT 9 BLK 17	0.26	N/A
73	50614101000084000	MODRE, MICHAEL & PATSEY S	B ST	302	PO BOX 480677	KANSAS CITY	MO	64148	ORIG BELTON LOTS 1-5 BLK 17	0.37	N/A
74	50614101000084000	MODRE, MICHAEL & PATSEY S	E WALNUT N 312 B ST	404	PO BOX 480677	KANSAS CITY	MO	64148	ORIG BELTON LOTS 13 & 14 & W20 OF LOT 15 BLK13	0.11	1950
75	50614101000084000	POLLOCK INVESTMENTS LLC	B ST	301	17530 W 113TH	OLATHE	KS	66061	ORIG BELTON 8G NWCR LOT 13 BLK 13 SE288 SW61 NW143 SW8 NW19 ETC	0.51	1950
76	50614101000084000	POLLOCK INVESTMENTS LLC	WALNUT	308	17530 W 113TH	OLATHE	KS	66061	ORIG BELTON 52 LOTS 13 & 14 & W20 OF LOT 15 BLK13	0.17	1950
77	50614101000084000	POLLOCK INVESTMENTS LLC	B 303 313 317 321 ST	301	17530 W 113TH	OLATHE	KS	66061	ORIG BELTON LOT 10 BLK 13	0.17	N/A
78	50614101000084000	POLLOCK INVESTMENTS LLC	E NORTH AVE	217	24005 E 172ND ST	PLEASANT HILL	MO	64080	ORIG BELTON LOTS 1-4 BLK 13 & VAC ST	0.42	N/A
79	50614101000084000	BURNETT RENTALS LLC	NORTH AVE		24005 E 172ND ST	PLEASANT HILL	MO	64080	ORIG BELTON LTS 1-4 BLK 13 & VAC ST	0.34	N/A
80	50614101000084000	RIH GALAXY LLC	WALNUT		3724 W 1435T ST	LEAWOOD	KS	66224	ORIG BELTON BLK 3 & VAC CST 2379/102	0.35	N/A
81	506141040000095000	RIH GALAXY LLC	NORTH AVE	305	3724 W 1435T ST	LEAWOOD	KS	66224	ORIG BELTON TRI SHAP BLK 68	0.07	N/A
82	506141040000095000	CITY OF BELTON	MAIN ST		PO BOX 230	BELTON	MO	64012	ORIG BELTON LOT 12 BLK 64-DUPEX	0.35	1960
83	506141040000095000	LIGHT, GORDON L TR	5TH & 403 ST	401	106 RAINBOW CIR	RAYMORE	MO	64083	ORIG BELTON LOTS 13-15 BLK 64	0.12	2005
84	506141040000095000	LIGHT, ROY D	ELLA	912	912 ELLA ST	BELTON	MO	64012	ORIG BELTON NE74' LOTS 9-11 BLK 64	0.16	2005
85	506141040000075000	MILLER, DIANA CAROL	E WALNUT	903	522 1/2 4TH ST	BELTON	MO	64012	ORIG BELTON LOTS 7 & 8 BLK 64	0.15	1900
86	506141040000075000	MIRANDA, BRUNO D & MARIAL	4TH ST	404	404 4TH ST	BELTON	MO	64012	ORIG BELTON LOTS 5 & 6 BLK 64	0.15	19

DEVELOPMENT INITIATIVES

Map ID	Parcel ID	Owner	Address	#	Owner Address	Owner City	Owner State	Owner Zip	Legal	Acres	Year Bld
101	5061404000013000	WILLEMS, LARRY D & CHRISTINE M	2ND ST	408	1911 NW CHERRY ST APT B	LEES SUMMIT	MO	64081	ORIG BELTON LOTS 8-10 BLK 52	0.22	1910
102	5061404000014000	WILLEMS, LARRY D JR	2ND ST	412	412 2ND ST	BELTON	MO	64012	ORIG BELTON LOTS 6 & 7 BLK 52	0.15	1910
103	5061404000014000	WHEATLEY, GEORGE & TAMMY H	2ND ST	416	702 SHORE VISTA CT	RAYMORE	MO	64083	ORIG BELTON LOTS 4 & 5 BLK 52	0.15	1910
104	5061404000014000	DUFFIELD, GAIL A & TIMOTHY E	2ND ST	422	422 2ND ST	BELTON	MO	64012	ORIG BELTON LOTS 1-3 BLK 52	0.22	1910
105	5061401000095000	COX, CLINTON	E WALNUT	611	611 E WALNUT	BELTON	MO	64012	ORIG BELTON LOTS 13-16 EX NE75' BLK 46	0.13	1900
106	5061401000095000	BRIDGES, KRISTIN J	E WALNUT	607	607 E WALNUT	BELTON	MO	64012	ORIG BELTON NE75' LOTS 13-16 BLK 46	0.17	1900
107	5061401000095000	VANEK, DODD & SUSAN COMEAU	2ND ST	411	413 HARGIS LANE	BELTON	MO	64012	ORIG BELTON LOTS 17 & 18 BLK 46	0.15	1900
108	5061401000095000	LLA ENTERPRISES LLC	2ND & 423 & 610 ELLA ST	417	16420 S WESTGATE	OVERLAND PARK	KS	66062	ORIG BELTON LOTS 19-24 BLK 46	0.44	1900
109	5061401000071000	KNOTT'S ONE LLC	MAIN ST	402	402 MAIN ST	BELTON	MO	64012	ORIG BELTON LOTS 11 & 12 BLK 46	0.15	N/A
110	5061401000071000	BELTON ART GALLERY LLC	MAIN ST	406	406 MAIN ST	BELTON	MO	64012	ORIG BELTON LOT 10 BLK 46	0.07	N/A
111	5061401000069000	FOUR C PROPERTIES LLC	MAIN ST	408	16610 MIDDLETON AVE	BELTON	MO	64012	ORIG BELTON LOT 9 BLK 46	0.07	N/A
112	5061401000068000	FOUR C PROPERTIES LLC	MAIN ST	410	16610 MIDDLETON AVE	BELTON	MO	64012	ORIG BELTON LOTS 7 & 8 BLK 46	0.15	N/A
113	5061401000067000	FOUR C PROPERTIES LLC	MAIN ST	414	16610 MIDDLETON AVE	BELTON	MO	64012	ORIG BELTON LOT 6 BLK 46	0.07	N/A
114	5061401000067000	ABELLA, BEN Z	MAIN ST	416	3911 S WILLIS AVE	INDEPENDENCE	MO	64055	ORIG BELTON LOTS 5 BLK 46	0.07	N/A
115	5061401000067000	TERWILLIGER, RONALD G	MAIN ST	418	20109 WULLEN RD	BELTON	MO	64012	ORIG BELTON LOT 4 BLK 46	0.07	N/A
116	5061401000064000	BICHEL PROPERTIES LLC	MAIN ST	420	319 MAIN ST	BELTON	MO	64012	ORIG BELTON LOT 3 BLK 46	0.07	N/A
117	5061401000064000	BCPD LLC	MAIN ST	422	3005 SW SILVERSPUR LN	LEES SUMMIT	MO	64081	ORIG BELTON LOTS 1 & 2 BLK 46	0.15	N/A
118	5061401000051000	DRYDEN, JACK C	MAIN & 411 ST	401	12116 GRAND AVE	KANSAS CITY	MO	64145	ORIG BELTON LOTS 8-12 BLK 33	0.28	N/A
119	5061401000051000	C & L STARKEY PROPERTIES LLC	MAIN ST	403	406 SANDPIPER ST	RAYMORE	MO	64083	ORIG BELTON LOT 7 BLK 23 EX EG 5'	0.06	N/A
120	5061401000051000	PEARCE, STEVEN A & BARBARA J TR	MAIN ST	415	25208 SHILOH TRAIL	CLEVELAND	MO	64734	ORIG BELTON LOT 3 BLK 33	0.06	N/A
121	5061401000054000	BAIRD, ROBERT P & WILMA L	MAIN ST	417	114 SCOTT AVE	BELTON	MO	64012	ORIG BELTON LOTS 1 & 2 BLK 33	0.06	N/A
122	5061401000054000	DUNN AND STATON PROPERTIES LLC	MAIN ST	419	419 MAIN ST	BELTON	MO	64012	ORIG BELTON LOT 4 BLK 33	0.06	N/A
123	5061401000056000	PEARCE, STEVEN A & BARBARA J TR	MAIN ST	421	25208 SHILOH TRAIL	CLEVELAND	MO	64734	ORIG BELTON LOT 3 BLK 33	0.06	N/A
124	5061401000056000	NASTAV, JANICE M	MAIN ST	423	423 MAIN ST	BELTON	MO	64012	ORIG BELTON LOT 2 BLK 33	0.06	N/A
125	5061401000056000	RAMSEY, JEAN M	MAIN ST	425	15127 W 156TH ST	OLIATHE	KS	66062	ORIG BELTON LOT 1 BLK 33	0.06	N/A
126	5061401000056000	SMOXY HILL R/W & HIST SOC	MAIN ST	402	502 WALNUT ST	BELTON	MO	64012	ALL THAT PART R/R W/LVING IN SEC'S 2,11,13&14TWP 46 RG33	1.74	N/A
127	5061401000022000	J & S PROPERTY MANAGEMENT INC	S COMMERCIAL ST	401	5400 E 205TH ST	BELTON	MO	64012	ORIG BELTON LOTS 13-15 BLK 18	0.22	N/A
128	5061401000022000	J & S PROPERTY MANAGEMENT INC	COMMERCIAL ST	405	5400 E 205TH ST	BELTON	MO	64012	ORIG BELTON LOTS 16 & 17 BLK 18	0.15	N/A
129	5061320200099000	SAULTZ, DONALD D & SHARON A	COMMERCIAL	413	19203 S STATE ROUTE Y	BELTON	MO	64012	ORIG BELTON LOTS 18-20 BLK 18	0.22	1948
130	5061320200099000	SAULTZ, DONALD D & SHARON A TR	COMMERCIAL	417	19203 S STATE ROUTE Y	BELTON	MO	64012	ORIG BELTON SW1/2 LOT 21 & SW2 1/4 LOT 22 LOT 23 BLK 18, 3556/590	0.07	1948
131	5061320200099000	BROWN, DAVID W & JANET C	COMMERCIAL	421	707 SUNSET LN	BELTON	MO	64012	ORIG BELTON SW1/2 SW2 LOT 22 & SW2 LOTS 23&24 BLK 18	0.07	1948
132	5061320200099000	SAULTZ, DONALD D & SHARON A TR	ELLA	408	19203 S STATE ROUTE Y	BELTON	MO	64012	ORIG BELTON N2 LOTS 20-24 BLK 18,3556/592	0.15	1948
133	5061401000005000	JOHNSON, CURT L & NABIHA P	E WALNUT	401	5400 E 205TH ST	BELTON	MO	64012	ORIG BELTON LOTS 10-12 BLK 18	0.22	1833
134	5061401000005000	YORK, RICHARD S	B ST	410	410 B ST	BELTON	MO	64012	ORIG BELTON LOTS 7-9 BLK 18	0.22	1833
135	50613202000095000	J&S PROPERTY MANAGEMENT INC	B ST	412	5400 E 205TH ST	BELTON	MO	64012	ORIG BELTON LOTS 4 & 6 BLK 18	0.22	1950
136	50613202000094000	DESIGN DEVELOPMENT PROPERTIES LLC	B ST	424	PO BOX 223	CLEVELAND	MO	64734	ORIG BELTON LOTS 1-3 BLK 18	0.22	1900
137	50613202000061000	CHALLACOMBE, JOEL & NATALIE	B ST	403	403 B ST	BELTON	MO	64012	ORIG BELTON RESERVE/LOTS 13-17 BLK 12 TR 1	0.15	1878
138	50613202000061000	KRUSE, HAROLD W & DEBRA A	B ST	407	PO BOX 307	FREEMAN	MO	64746	ORIG BELTON RESERVE/LOTS 13-17 BLK 12 TR 2	0.22	1878
139	50613202000062000	THEESFELD, DAVID A & TAMMY R % SHANNON	B ST	411	32008 E 158TH ST	PLEASANT HILL	MO	64080	ORIG BELTON LOTS 18-20 NW1/2 LOT 21 BLK 12	0.26	2011
140	50613202000062000	RUBLE	B ST	421	16006 EASTERN AVE	BELTON	MO	64012	ORIG BELTON SEC2 LOT 21 & LOTS 22-24 BLK 12	0.26	2011
141	50613202000057000	TWIN LIONS LLC	WALNUT	402	3724 W 141ST ST	LEAWOOD	KS	66224	ORIG BELTON LOTS 10-12 BLK 12	0.22	1945
142	50613202000057000	KERR, STEVEN THOMAS	C ST	408	4410 W 95TH ST	PRAIRIE VILLAGE	KS	66207	ORIG BELTON LOTS 8 & 9 BLK 12	0.15	1945
143	50613202000057000	AMFAHR, DALE L & MILDRED NANCY	C & 414 ST	417	4506 E 184TH TER	BELTON	MO	64012	ORIG BELTON LOTS 5-7 BLK 12 1806/41	0.22	1945
144	50613202000054000	BLOM, MICHAEL J	C ST	420	420 C ST	BELTON	MO	64012	ORIG BELTON LOTS 3 & 4 BLK 12	0.15	1915
145	50613202000054000	NISLY, MARILYN K	C ST	424	16108 VICIE AVE	BELTON	MO	64012	ORIG BELTON LOTS 1 & 2 BLK 12 157	0.15	1915
146	50613202000023000	BROWN, DAVID W & JANET C	WALNUT	211	707 SUNSET LN	BELTON	MO	64012	ORIG BELTON LOTS 8 & 9 BLK 4	0.15	1950
147	50613202000023000	BROWN, DAVID W & JANET C	C ST	409	707 SUNSET LN	BELTON	MO	64012	ORIG BELTON LOTS 10-12 BLK 4	0.22	1950
148	50613202000026000	KRAFT, DONNA K	C ST	411	17413 CERRITO DR	BELTON	MO	64012	ORIG BELTON LOTS 13-14 BLK 4	0.15	N/A
149	50613202000026000	WILSON, STANLEY F ETAL	C ST	413	30471 U.S. HWY 54	PRINSTON	MO	65732	ORIG BELTON LOTS 15-17 BLK 4	0.22	N/A
150	50613202000025000	CORFHAUS, GESAR & HORTENBIA	C ST	423	7074 CROWN PARK	BELTON	MO	64012	ORIG BELTON LOTS 18-19 BLK 4 500/370	0.22	N/A
151	50613202000021000	MILLER INVESTMENT GROUP INC	E NORTH AVE	207	10590 EAST HWY 24	INDEPENDENCE	MO	64063	ORIG BELTON LOTS 5-7 BLK 4	0.40	N/A
152	50613202000021000	O'BRIEN, PAUL J & MARY JO	ELLA	304	204 ELLA	BELTON	MO	64012	ORIG BELTON SW1/4 SW2 LOTS 1-4 BLK 4	0.11	N/A
153	50613202000021000	BIONDO, MARION A & MARY P TR	D & 422 ST	420	5105 E 194TH ST	BELTON	MO	64012	ORIG BELTON NE1/4 82' LOTS 1-4 BLK 4	0.18	N/A
154	5061401000099000	WALKER, CARL M & JEANNE I WALKER TR	ST	522	907 E GORE RD	RAYMORE	MO	64083	ORIG BELTON ALL FRACTIONAL BLK 67	1.15	1975
155	50614010000991000	WALKER, CARL M & JEANNE I WALKER TR	5TH & 509 ST	501	907 E GORE RD	RAYMORE	MO	64083	ORIG BELTON LOTS 22-24 BLK 65	0.30	1963
156	50614010000991000	WALKER, CARL M & JEANNE I WALKER TR	5TH & 521 ST	511	907 E GORE RD	RAYMORE	MO	64083	ORIG BELTON LOTS 17-22 BLK 65	0.44	1963
157	50614010000991000	WALKER, CARL M & JEANNE I WALKER TR	5TH & 525 ST	523	907 E GORE RD	RAYMORE	MO	64083	ORIG BELTON LOTS 23 & 24 BLK 65	0.15	1963
158	5061401000078000	BROWN, SARA	4TH ST	502	502 4TH ST	BELTON	MO	64012	ORIG BELTON LOTS 10-12 BLK 65	0.22	1998
159	5061401000078000	LUCERO, JASON	4TH & 508 ST	506	20806 S PROSPECT AVE	BELTON	MO	64012	ORIG BELTON LOTS 7-9 BLK 65	0.22	1998
160	5061401000078000	DIAL, JOSEPH D JR	4TH ST	513	513 4TH ST	BELTON	MO	64012	ORIG BELTON LOTS 13-15 BLK 65	0.15	1998
161	50614010000081000	BROWNE, WESLEY T	4TH ST	516	19701 E 280TH TER	HARRISONVILLE	MO	64701	ORIG BELTON LOTS 3 & 4 BLK 65	0.15	1910
162	50614010000081000	COMBS, LESLIE L	4TH ST	522	522 4TH ST	BELTON	MO	64012	ORIG BELTON LOTS 1 & 2 BLK 65	0.15	1910
163	50614010000065000	CAUVIN, PATRICIA C	4TH ST	503	503 4TH ST	BELTON	MO	64012	ORIG BELTON LOTS 13-15 NW2 LOT 16 BLK 61	0.26	1972
164	50614010000065000	CSMA BLT LLC	4TH ST	511	1850 PARKWAY PLACE STE 900	MARIETTA	GA	30067	ORIG BELTON SEC2 LOT 16 & LOTS 17-19 BLK 61	0.26	1972
165	50614010000063000	MILLER, LONNIE	4TH & 517 ST	515	407 S CARDINAL DR	OLIATHE	KS	66062	SW1/4 67' ORIG BELTON LOTS 20-24 BLK 61 TR A	0.18	1997
166	50614010000063000	GRISSOM PROPERTIES LLC	4TH & 808 ST	806	13103 W 54TH TER	SHAWNEE	KS	66216	NE1/4 67' ORIG BELTON LOTS 20-24 BLK 61 TR A	0.18	1997
167	50614010000045000	ANDERSON, ARTHUR R	3RD ST	502	2350 COMER RD	COMER	GA	30629	ORIG BELTON LOTS 9-12 BLK 61	0.30	1910
168	50614010000046000	CROW-JONES, ROBERT	3RD ST	508	15900 VICIE AVE	BELTON	MO	64012	ORIG BELTON LOTS 6-8 BLK 61	0.22	1959
169	50614010000046000	SNP INVESTMENTS LLC	3RD ST	510	433 LASLEY BRANCH CT	RAYMORE	MO	64083	ORIG BELTON LOTS 4 & 6 BLK 61	0.15	1959
170	50614010000046000	SNP INVESTMENTS LLC	3RD ST	516	433 LASLEY BRANCH CT	RAYMORE	MO	64083	ORIG BELTON LOTS 1-3 BLK 61	0.22	1959
171	50614010000039000	LOMONTE, JOSHUA J & JENNA L	ELLA	709	709 ELLA	BELTON	MO	64012	ORIG BELTON LOTS 13-15 BLK 53, 3397/151	0.22	1918
172	50614010000039000	FERRER, CHRISTIAN SPENCER	3RD ST	507	507 3RD ST	BELTON	MO	64012	ORIG BELTON LOTS 16 & 17 BLK 53	0.15	1918
173	50614010000039000	KRAFT, MELVIN & DONNA ETAL	3RD ST	509	815 MAIN	BELTON	MO	64012	ORIG BELTON LOTS 18-20 NW2 LOT 21 BLK 53	0.26	1918
174	50614010000029000	WALTON, DONALD W & KAREN S	3RD ST	523	314 N CLEVELAND	BELTON	MO	64012	ORIG BELTON SEC2 LOT 17 & LOTS 22-24 BLK 53	0.26	1942
175	50614010000016000	LARKEY, NORMAN SR	2ND ST	502	108 S SCOTT AVE	BELTON	MO	64012	ORIG BELTON LOTS 10-12 BLK 53	0.22	1874
176	50614010000016000	CLARK, RHONDA J	2ND ST	510	510 2ND ST	BELTON	MO	64012	ORIG BELTON LOTS 8 & 9 BLK 53	0.15	1874
177	50614010000017000	SILVERHUS, KEVIN R & TARA M	2ND ST	516	516 2ND ST	BELTON	MO	64012	ORIG BELTON LOTS 4-7 BLK 53	0.30	1900
178	50614010000018000	ANDREWS, CURTIS W & DEENA J	2ND ST	522	522 2ND ST	BELTON	MO	64012	ORIG BELTON LOTS 1-3 BLK 53	0.22	1900
179	506140100000095000	RANTON, MICHAEL GARRELL	2ND ST	501	501 2ND ST	BELTON	MO	64012	ORIG BELTON LOTS 13 & 14 & NW1/2 LOT 15 BLK 45	0.18	1900
180	50614010000007000	MCCAULEY, BERNARD & GAIL	2ND ST	505	8207 E 189TH ST	BELTON	MO	64012	ORIG BELTON SEC1 LOT 15 & LOTS 16 & 17 BLK 45 1121/77	0.18	1930
181	50614010000007000	MICCORRENDALE, VICTORIAS	2ND ST	515	515 2ND ST	BELTON	MO	64012	ORIG BELTON LOTS 18-20 BLK 45	0.22	1930
182	50614010000007000	RICHARDS, MELANIE R	2ND ST	519	519 2ND ST	BELTON	MO	64012	ORIG BELTON LOTS 21 & 22 BLK 45	0.15	1930
183	50614010000005000	BEALL, CAROLINE & TIMOTHY MOWING	2ND ST	521	521 2ND ST	BELTON	MO	64012	ORIG BELTON LOTS 23 & 24 BLK 45	0.15	1910
184	506140100000031000	CITY OF BELTON	MAIN ST	600	PO BOX 230	BELTON	MO	64012	ORIG BELTON LOTS 5-12 BLK 45 141/252 CITY HALL	0.59	N/A
185	506140100000031000	CITY OF BELTON	MAIN ST	620	PO BOX 230	BELTON	MO	64012	ORIBTLN1-48&48/9-12&44 1510/197 ETC 1827/182	0.78	N/A

DEVELOPMENT INITIATIVES

Map ID #	Parcel ID	Owner	Address	#	Owner Address	Owner City	Owner State	Owner ZIP	Legal	Acres	Year Bld
200	50613202000101000	MCCARTY, DANNY J & LENNIE K	COMMERCIAL	513	24007 E 232ND ST	HARRISONVILLE	MO	64701	ORIG BELTON LOTS 19-21 BLK 19	0.22	1915
201	50613202000101000	BROWN, MERLE & JOAN	COMMERCIAL	521	523 COMMERCIAL	BELTON	MO	64012	ORIG BELTON LOTS 22-24 BLK 19	0.22	1915
202	50613202000092000	MALOLO, SANDRA K	ELLA	405	405 ELLA	BELTON	MO	64012	ORIG BELTON SW1/4 LOT 10-12 BLK 19	0.17	1961
203	50613202000092000	KIMBLE, JAMES L & MELONIE K TR	B ST	502	101 S LAKE SHORE DR	RAYMORE	MO	64083	ORIG BELTON LOTS 10-12 EX SW70' BLK 19, 3474/676	0.22	1961
204	50613202000092000	ENTRUST ADMINISTRATION INC	B ST	510	5039 W 133RD ST	HAWTHORNE	CA	90250	ORIG BELTON LOTS 4 B/LK 19	0.22	1940
205	50613202000089000	WILSON, TIFFANY D & GARY C	B ST	516	1513 S CREEK DR	RAYMORE	MO	64083	ORIG BELTON LOTS 1-1 BLK 19	0.22	1940
207	50613202000065000	WILLIAMS, BRIAN K & DEBORAH K TR	B ST	505	21602 S WHEATFIELD	PECULIAR	MO	64078	ORIG BELTON LOTS 13-16 EX NELY 68' BLK 11	0.15	1920
208	50613202000065000	JOURDAN, RAY	ELLA	303	5401 E 205TH ST	BELTON	MO	64012	ORIG BELTON NELY 68' LOTS 13-16 BLK 11	0.15	1920
209	50613202000065000	GERLT, JACOB	B ST	511	13324 6TH ST	GRANDVIEW	MO	64012	ORIG BELTON LOTS 17 & 18 BLK 11	0.15	1920
210	50613202000066000	KELSEY, ADAM J & ANNA R	B ST	515	515 B ST	BELTON	MO	64012	ORIG BELTON LOTS 19 & 20 BLK 11	0.15	1933
211	50613202000066000	DIGEORGE, NANETTE	B ST	523	523 B ST	BELTON	MO	64012	ORIG BELTON LOTS 21-24 BLK 11	0.30	1930
212	50613202000052000	KLEE, JONATHAN B & JOY C	C ST	500	500 C ST	BELTON	MO	64012	ORIG BELTON LOTS 10-12 BLK 11	0.22	1930
213	50613202000052000	MUELLER, DOUGLAS M & LINDA A	C ST	510	21200 S PROSPECT AVE	BELTON	MO	64012	ORIG BELTON LOTS 7-9 BLK 11	0.22	1930
214	50613202000052000	ADAMS, LANE R & SUMMER SALINAS	C ST	518	518 C ST	BELTON	MO	64012	ORIG BELTON LOTS 5 & 6 BLK 11	0.15	1930
215	50613202000050000	JOURDAN, RAY	HERSCHEL	304	5401 E 205TH ST	BELTON	MO	64012	ORIG BELTON SW1/4 HALF LOTS 1-4 BLK 11	0.15	1930
216	50613202000050000	BELL, STAN 1/2 MICHAEL WOOD	HERSCHEL	302	302 HERSCHEL	RAYMORE	MO	64083	ORIG BELTON LOTS 13-15 BLK 5	0.22	1920
217	50613202000029000	SMITH, AMMIE NAOMI	C ST	509	509 C ST	BELTON	MO	64012	ORIG BELTON LOTS 16 & 17 BLK 5	0.15	1930
218	50613202000031000	BARRIENTOS, JOSE S & ARELY VELAZQUEZ	C ST	521	818 SW 3RD AVE #221-8937	PORTLAND	OR	97204	ORIG BELTON SW1/2 LOTS 18-24 BLK 5	0.26	1930
219	50613202000031000	FALLER, DEKE & HEIDI	C ST	508	508 SUNSET LN	BELTON	MO	64012	ORIG BELTON NELY 2 LOTS 18-24 BLK 5	0.26	1930
220	50613202000031000	CAMPBELL, DONALD R	HERSCHEL	502	707 SUNSET LN	BELTON	MO	64012	ORIG BELTON LOTS 9-12 BLK 5	0.30	1920
221	50613202000017000	BROWN, DAVID W & JANET C	D & 504 ST	514	514 D ST	BELTON	MO	64012	ORIG BELTON LOTS 5-8 BLK 5	0.30	1930
222	50613202000016000	BRADLEY, ORRIS E & DARLA I	D ST	202	202 HERSCHEL	BELTON	MO	64012	ORIG BELTON LOTS 3-1 BLK 5	0.30	1930
223	50613202000016000	DYE, BRENT I & RUBY M	HERSCHEL	UNKNOW	PO BOX 230	BELTON	MO	64012	ORIG BELTON TR1 SW BLK 66RSE BLK 67 (AKA LOT 17 BLK 65)	0.01	N/A
224	50614104000097000	CITY OF BELTON	5TH ST	603	603 5TH ST	BELTON	MO	64012	ORIG BELTON LOTS 13-15 & NW48' LOT 16 BLK 66 2952/854	0.37	1960
225	50614104000089000	BECKWITH, SHEILA	5TH ST	119	119 S SOUTH AVE	BELTON	MO	64012	ORIG BELTON LOT 16 BLK 66 EX NW48'	0.21	1960
226	50614104000089000	ROUSH, JIHIN C	E SOUTH AVE	619	21014 S WEST CEDAR RIDGE RD	CLEVELAND	MO	64734	ORIG BELTON LOTS 10-12 BLK 66	0.15	1930
227	50614104000083000	CRINER, AMBER C & STEPHEN B	4TH ST	604	433 LASLEY BRANCH CT	RAYMORE	MO	64083	ORIG BELTON NW2 LOT 7 & LOTS 8 & 9 BLK 66	0.15	1900
228	50614104000083000	SNP INVESTMENTS LLC	4TH ST	616	616 4TH ST	BELTON	MO	64012	ORIG BELTON NW2 LOTS 11-14 BLK 66	0.18	1900
229	50614104000083000	GIBSON, PAMELA R	4TH ST	620	620 4TH ST	BELTON	MO	64012	ORIG BELTON LOTS 3 & 4 SE 1/2 LOT 5 BLK 66	0.18	1880
230	50614104000085000	LAPIK, GEORGE J & MILDRED M	4TH ST	622	PO BOX 2632	LAKE HAVASU CITY	AZ	86405	ORIG BELTON LOTS 1 & 2 BLK 66	0.15	1880
231	50614104000085000	WATSON FAMILY TRUST	4TH ST	611	811 HERSCHEL	BELTON	MO	64012	ORIG BELTON LOTS 13-16 BLK 60	0.30	1883
232	50614104000085000	MCDANIEL, JASON & RENEE	HERSCHEL	611	611 4TH ST	BELTON	MO	64012	ORIG BELTON LOTS 17-20 BLK 60	0.30	1960
233	50614104000060000	COOVERT, JOHN & COURTNEY KUNS	4TH ST	823	621 4TH ST	BELTON	MO	64012	ORIG BELTON SW84' LOTS 21-24 BLK 60	0.19	1960
234	50614104000060000	SAVAGE, JERRY W	4TH ST	611	PO BOX 2632	LAKE HAVASU CITY	AZ	86405	ORIG BELTON SW84' LOTS 21-24 BLK 60	0.11	1960
235	50614104000060000	KEYSTONE FAMILY TRUST	HACKBERRY	618	22621 COLE CT	PECULIAR	MO	64078	ORIG BELTON LOTS 7-12 BLK 60	0.44	1920
236	50614104000048000	FROST, MYRNA K TR	3RD ST	604	614 3rd ST	BELTON	MO	64012	ORIG BELTON NW2 LOT 4 & LOTS 5 & 6 BLK 60	0.19	1920
237	50614104000048000	HOMER, EUGENE T	3RD ST	620	620 3RD ST	BELTON	MO	64012	ORIG BELTON LOTS 1-3 & SE2 LOT 4 BLK 60	0.26	1925
238	50614104000050000	HOSKINS, DAVID	3RD ST	619	22621 COLE CT	PECULIAR	MO	64078	ORIG BELTON LOTS 19-21 BLK 54	0.22	N/A
239	50614104000026000	EL-BETHEL BAPTIST CHURCH INC	HERSCHEL	728	308 N PARK DR	BELTON	MO	64012	ORIG BELTON LOTS 19-21 BLK 54	0.22	N/A
240	50614104000025000	FROST, MYRNA K TR	3RD ST	619	22621 COLE CT	PECULIAR	MO	64078	ORIG BELTON LOTS 22-24 BLK 54	0.22	N/A
241	50614104000025000	FROST, MYRNA K TR	3RD ST	619	22621 COLE CT	PECULIAR	MO	64078	ORIG BELTON LOTS 11 & 12 BLK 54	0.15	1900
242	50614104000029000	JACKSON, CONEY L & KIMBERLEE L	2ND ST	602	122 SPRING ST	BELTON	MO	64012	ORIG BELTON LOTS 1-10 BLK 54	0.74	1900
243	50614104000029000	VOX DEI COMMUNITY	ST	2ND	16208 RICHMOND AVE	BELTON	MO	64012	ORIG BELTON LOTS 13-18 & LOT 19 EX SE1/2' BLK 44	0.48	1932
244	506132030000051000	CITY OF BELTON	2ND ST	607	506 MAIN	BELTON	MO	64012	ORIG BELTON SE1/2' LOTS 19 & LOTS 20 & 21 BLK 44	0.18	1932
245	506132030000051000	LEE, JANET L	2ND ST	615	615 2ND ST	BELTON	MO	64012	ORIG BELTON LOTS 22-24 BLK 44	0.22	1932
246	506132030000051000	CITY OF BELTON	HACKBERRY	611	802 MAIN ST	BELTON	MO	64012	SMOXY HILL LOT 1	0.57	N/A
247	50613203000019000	POWELL, ROBERT W & PAMELA R	MAIN ST	615	125 APPLE BLOSSOM CT	BELTON	MO	64012	ORIG BELTON LOTS 7 BLK 35	0.06	N/A
248	50613203000019000	CK AND ASSOCIATES LLC	MAIN ST	615	125 APPLE BLOSSOM CT	BELTON	MO	64012	ORIG BELTON LOTS 5 & 6 BLK 35	0.11	1905
249	50613203000021000	CK & ASSOCIATES	MAIN ST	621	25112 S WINDRIDGE RD	PECULIAR	MO	64078	ORIG BELTON LOTS 3-1 BLK 35	0.08	1905
250	50613203000021000	CK AND ASSOCIATES LLC	MAIN ST	621	502 WALNUT ST	BELTON	MO	64012	ALL THAT PART R/R LYING IN SEC 21,138,147WP 46 RG33	1.24	1905
251	50613203000021000	KOEHN, JUANITA FERN & TIMOTHY LEE	MAIN ST	621	502 WALNUT ST	BELTON	MO	64012	ORIG BELTON LOTS 1-1 BLK 27	0.11	N/A
252	50613203000021000	SMOXY HILL R/W & HIST SOC	MAIN ST	621	502 WALNUT ST	BELTON	MO	64012	ORIG BELTON LOTS 13-17 BLK 20	0.37	1890
253	50613203000017000	J & S MANAGEMENT INC	COMMERCIAL ST	614	5400 E 205TH ST	BELTON	MO	64012	ORIG BELTON LOTS 18-20 BLK 20	0.22	1890
254	50613202000103000	MACKAY, NICOLE ANN	COMMERCIAL ST	601	601 COMMERCIAL	BELTON	MO	64012	ORIG BELTON LOTS 13-17 BLK 20	0.22	1890
255	50613202000103000	BAHM, DAVID V & BEVERLY A	COMMERCIAL & 615	611	711 COMMERCIAL	BELTON	MO	64012	ORIG BELTON LOTS 21-24 BLK 20	0.30	1935
256	50613202000104000	STORR, TRICIA ALAYNE	COMMERCIAL	621	621 COMMERCIAL	BELTON	MO	64012	ORIG BELTON LOTS 11 & 12 BLK 20 EX NELY84'	0.06	1940
257	50613202000085000	KRAFT, NICHOLAS LEE	HERSCHEL	403	815 MAIN ST	BELTON	MO	64012	ORIG BELTON NELY84' LOTS 11 & 12 BLK 20	0.09	1940
258	50613202000085000	TYREE, AARON	B ST	601	401 HERSCHEL	BELTON	MO	64080	ORIG BELTON LOTS 8 & 10 BLK 20	0.15	1940
259	50613202000085000	BURNETT RANDALLS LLC	B ST	606	24005 E 172ND ST	PLEASANT HILL	MO	64012	ORIG BELTON LOTS 6 & 8 BLK 20	0.22	1945
260	50613202000083000	RINCK, JARED D	B ST	612	612 B ST	BELTON	MO	64012	ORIG BELTON NW2 LOT 3 & LOTS 4 & 5 BLK 20	0.17	1945
261	50613202000083000	SZYMLA, ROBBIE C	B ST	614	614 B ST	BELTON	MO	64012	ORIG BELTON NW2 LOTS 1 & 2 BLK 20	0.07	1945
262	50613202000083000	WISEMAN INVESTMENTS LLC	HACKBERRY	406	PO BOX 1069	BELTON	MO	64012	ORIG BELTON NE84' LOTS 1 & 2 & SE2 LOT 3 BLK 20	0.12	1945
263	50613202000069000	JOURDAN, RAY DONN	B ST	622	5401 E 205TH ST	BELTON	MO	64012	ORIG BELTON SW1/2 LOTS 13-16 BLK 10	0.15	1950
264	50613202000069000	DEERE FAMILY HOLDINGS LLC	HERSCHEL	309	16308 HIGHT AVE	BELTON	MO	64012	ORIG BELTON NELY 2 LOTS 13-15 BLK 6	0.11	1950
265	50613202000070000	BLAZEK, BONNIE	B ST	611	PO BOX 307	FREEMAN	MO	64746	ORIG BELTON LOTS 17 & 18 BLK 10	0.15	1923
266	50613202000070000	KRUSE, HAROLD W & DEBRA A	B ST	615	1309 SANDERS ST	HARRISONVILLE	MO	64701	ORIG BELTON LOTS 19-21 BLK 10	0.22	1923
267	50613202000072000	MILLER, DELBERT E	B ST	621	711 COMMERCIAL	BELTON	MO	64012	ORIG BELTON LOTS 22-24 BLK 10	0.22	1923
268	50613202000072000	BAHM, DAVID V & BEVERLY A	B ST	615	400 HILLCREST CIR	BELTON	MO	64012	ORIG BELTON SW1/4 78' LOTS 9-12 BLK 10, 3447/605	0.15	1955
269	50613202000046000	MIDLAND PARK PROPERTIES LLC	HERSCHEL & 301A & 301B C & 608 ST	303	433 LASLEY BRANCH CT	RAYMORE	MO	64083	ORIG BELTON LOTS 7 & 8 BLK 10	0.15	1955
270	50613202000046000	SNP INVESTMENTS LLC	HERSCHEL ST	606	7215 TROOST	KANSAS CITY	MO	64131	ORIG BELTON LOTS 1-4 BLK 10	0.15	1955
271	50613202000046000	STEWARDSHIP INVESTMENTS LLC	C ST	612	PO BOX 194	PECULIAR	MO	64078	ORIG BELTON LOTS 1-4 BLK 10	0.30	1930
272	50613202000046000	BLEDSCOE, HENRY DUKE	C ST	624	622 C ST	BELTON	MO	64012	ORIG BELTON SW1/2 LOTS 13-15 BLK 6	0.11	1950
273	50613202000045000	REIMER, DENNIS D & LUDITH A	HERSCHEL	211	7215 TROOST AVE	KANSAS CITY	MO	64131	ORIG BELTON NELY 2 LOTS 13-15 BLK 6	0.11	1950
274	50613202000032000	STEWARDSHIP INVESTMENTS LLC	HERSCHEL	209	209 HERSCHEL	RAYMORE	MO	64083	ORIG BELTON NELY 2 LOTS 13-15 BLK 6	0.37	1950
275	50613202000032000	MILLER, CHRISTINA	C ST	615	433 LASLEY BRANCH CT	RAYMORE	MO	64083	ORIG BELTON SW1/4 74' LOTS 21-24 BLK 6	0.16	1940
276	50613202000035000	SNP INVESTMENTS LLC	C ST	621	621 C ST	BELTON	MO	64012	ORIG BELTON NELY 2 LOTS 21-24 BLK 6	0.13	1940
277	50613202000035000	MAI ONE, VIRGINIA SUE	C ST	621	409 N PARK DR	BELTON	MO	64012	ORIG BELTON LOTS 5-8 BLK 6	0.30	1900
278	50613202000015000	MAYS, RICHARD SR & DEBORAH	HACKBERRY	201	201 HERSCHEL	BELTON	MO	64012	ORIG BELTON LOTS 5-8 BLK 6	0.30	1900
279	50613202000015000	ROSS, BILLY D	HERSCHEL	614	525 E SANTA FE TRL	KANSAS CITY	MO	64145	ORIG BELTON LOTS 19-21 BLK 10	0.30	1900
280	50613202000014000	MORELAND, JOE & CINDY	D ST	610	25208 SHILOH DR	CLEVELAND	MO	64734	ORIG BELTON TR 5E BLK 66 & SW BLK 59	0.11	1940
281	506141040000087000	PEARCE, STEVEN A & BARBARA J TR	4TH ST	720	700 4TH ST	BELTON	MO	64012	ORIG BELTON LOTS 13-15 & NW14' LOT 16 BLK 59 EX NESO ALL LTS	0.15	1971
282	506141040000087000	HOLLY, TONI ROBIN	4TH ST	711	711 HACKBERRY	BELTON	MO	64734	ORIG BELTON SW1/4 78' LOTS 9-12 BLK 10, 3447/605	0.15	1971
283	506141040000056000	VASQUEZ, OSCAR U	HACKBERRY	811	7715 SHAWNLEE MISSION PKWY STE	OVERLAND PARK	KS	66202	ORIG BELTON SW90 LOTS 13-18 BLK 59	0.15	1971
284	506141040000056000	DESIGN DEVELOPMENT PROPERTIES LLC	4TH ST	713	100	BELTON	MO	64012	OR BEL BG SWCR L98X89 NLY134' SE62' 5 TO SLN ETC	0.20	1981
285	506141040000056000	JC MANAGEMENT GROUP LLC	HACKBERRY	809	100	BELTON	MO	64012	ORIG BELTON LOTS 10-12 BLK 59	0.22	2015
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DEVELOPMENT D INITIATIVES

Map ID	Parcel ID	Owner	Address	#	Owner Address	Owner City	Owner State	Owner ZIP	Legal	Acres	Year Bld.
300	50613203000054000	HUFFMAN, MARY SUSAN	2ND ST	707	1105 N CAMPBELL ST	PLEASANT HILL	MO	64080	ORIG BELTON SE1/2 LOT 15 & NW1/2 LOT 16 BLK 43	0.09	1990
301	50613203000055000	MAAS MANAGEMENT LC	2ND ST	711	711 2ND ST	BELTON	MO	64012	ORIG BELTON LOT 16 EX NW1/2 & LOTS 17-19 BLK 43	0.25	1940
302	50613203000055000	MEYER, DALE	2ND ST	717	717 2ND ST	BELTON	MO	64012	ORIG BELTON LOTS 20 & 21 EX SE2 LOT 21 BLK 43	0.14	1880
303	50613203000055000	WHITE, G L	2ND ST	721	721 2ND ST	BELTON	MO	64012	ORIG BELTON LOTS 22-24 & SE2 LOT 21 BLK 43	0.23	1880
304	50613203000047000	PEAK, BRIAN M	MAIN ST	704	704 MAIN ST	BELTON	MO	64012	ORIG BELTON LOTS 9-12 BLK 43	0.30	1883
305	50613203000047000	BAYS FAMILY TRUST	MAIN ST	712	504 N PARK DR	BELTON	MO	64012	ORIG BELTON LOTS 5-B BLK 43	0.30	1883
306	50613203000047000	BAYS FAMILY TRUST	MAIN ST	722	504 N PARK DR	BELTON	MO	64012	ORIG BELTON LOTS 1-4 BLK 43	0.30	1883
307	50613203000023000	MORGAN, DARLENE	MAIN ST	703	703 MAIN ST	BELTON	MO	64012	ORIG BELTON LOTS 10-12 BLK 36	0.25	1928
308	50613203000023000	JDII HOLDINGS LLC	MAIN & 709 ST	707	16200 SLATER AVE	BELTON	MO	64012	ORIG BELTON LOTS 7-9 BLK 36	0.25	1928
309	50613203000023000	MEDLIN, LINDA M ETAL	MAIN ST	715	304 N PARK DR	BELTON	MO	64012	ORIG BELTON LOTS 4-6 BLK 36	0.25	1928
310	50613203000024000	DENKLER, PATRICIA	MAIN ST	721	721 MAIN ST	BELTON	MO	64012	ORIG BELTON LOTS 3-5 BLK 36	0.25	1930
311	50613203000023000	SMOXY HILL R/W & HIST SOC	MAIN ST	403	502 WALNUT ST	BELTON	MO	64012	ALL THAT PART RR R/W LYING IN SEC'S 2,11,13&14TWP 46 RG39	1.09	1928
312	50613203000015000	BELTON ATHLETIC ASSOC INC	COMMERCIAL	709	202 SPRING APT A	BELTON	MO	64012	ORIG BELTON LOTS 16-20 BLK 9	0.17	N/A
313	50613203000015000	BAHM, DAVID V	COMMERCIAL	711	711 COMMERCIAL	BELTON	MO	64012	ORIG BELTON LOTS 5 & 6 BLK 26	0.06	N/A
314	50613203000015000	BAHM, BEVERLY A	COMMERCIAL	711	711 COMMERCIAL	BELTON	MO	64012	ORIG BELTON LOTS 1-4 BLK 26	0.11	N/A
315	50613203000006000	BAHM, DAVID V & BEVERLY A	COMMERCIAL & 707	403	711 COMMERCIAL	BELTON	MO	64012	ORIG BELTON SW84 LOTS 13 & 14 & LOTS 15 & 16 BLK 21	0.31	1900
316	506132020000106000	BAHM, DAVID V & BEVERLY A	HACKBERRY	707	711 COMMERCIAL	BELTON	MO	64012	ORIG BELTON NESO LOTS 13 & 14 BLK 21	0.06	1945
317	50613203000006000	BAHM, DAVID V	COMMERCIAL	711	711 COMMERCIAL	BELTON	MO	64012	ORIG BELTON LOTS 17-19 BLK 21	0.22	1900
318	50613203000006000	BAHM, BEVERLY A	COMMERCIAL	721	711 COMMERCIAL	BELTON	MO	64012	ORIG BELTON LOTS 20-24 BLK 21	0.30	1900
319	50613202000079000	MONEY, BENJAMIN & STEPHANIE MCCLURE	B ST	706	706 B ST	BELTON	MO	64012	ORIG BELTON LOTS 9-12 BLK 21	0.30	N/A
320	50613202000079000	ALTENBERND, MARK C & KATHLEEN E	B ST	712	404 CEDAR	BELTON	MO	64012	ORIG BELTON LOTS 7 & 8 BLK 21	0.15	N/A
321	50613202000079000	ALTENBERND, MARK C & KATHLEEN E	CEDAR	404	404 CEDAR	BELTON	MO	64012	ORIG BELTON LOTS 1-6 BLK 21	0.44	N/A
322	50613202000074000	MULLER, MICHAEL J	B ST	705	705 B ST	BELTON	MO	64012	ORIG BELTON LOTS 13-17 BLK 9	0.37	1900
323	50613202000074000	DICKERSON, JUSTIN T & STEPHANIE D	B ST	715	715 B ST	BELTON	MO	64012	ORIG BELTON LOTS 18-20 BLK 9	0.22	1900
324	50613202000075000	PARRIS, ROBERT L	CEDAR	310	310 CEDAR	BELTON	MO	64012	ORIG BELTON LOTS 21-24 BLK 9	0.30	1915
325	50613202000042000	ELKINS, JAMIE E & BANDY	C ST	704	704 C ST	BELTON	MO	64012	ORIG BELTON NW1/2 LOT 9 & LOTS 10-12 BLK 9	0.26	1952
326	50613202000041000	HYATT, MARGIE M	C ST	712	712 C ST	BELTON	MO	64012	ORIG BELTON LOTS 6 & 8 & E2 LOT 9 BLK 9	0.26	1970
327	50613202000041000	HINES, LYNN A	C ST	714	714 C ST	BELTON	MO	64012	ORIG BELTON LOTS 3-5 BLK 9	0.22	1970
328	50613202000041000	CALLAHAN, TERRENCE & JUANITA M	CEDAR	302	302 CEDAR	BELTON	MO	64012	ORIG BELTON LOTS 1 & 2 BLK 9	0.15	1970
329	50613202000037000	HOBBS, LINDA S	HACKBERRY	209	209 HACKBERRY	BELTON	MO	64012	ORIG BELTON LOTS 5-8 BLK 7	0.30	1970
330	50613202000037000	ANDERSON, KARA	C ST	711	711 C ST	BELTON	MO	64012	ORIG BELTON LOTS 2-4 BLK 7	0.38	1920
331	50613202000017000	KEYAS, ANNE L TR	5 EAST & 174 AVE	172	206 S LAKESHORE DR	RAYMORE	MO	64083	ORIG BELTON LOT 1 BLK 7	0.26	1960
332	506132030000082000	PLUMBLY, COLLIN	CEDAR	803	803 CEDAR	BELTON	MO	64012	ORIG BELTON ALL OF BLOCK 58	0.25	1933
333	506132030000078000	SANDERS, LAUREN A	CEDAR	711	711 CEDAR	BELTON	MO	64012	ORIG BELTON LOTS 13-15 & BLK 22	0.26	1949
334	506132030000078000	CLARK, ROBERT J & CARROL L	3RD ST	809	8847 EVANSTON WAY	KANSAS CITY	MO	64138	ORIG BELTON SE84 LOTS 16 & LOTS 17 & 18 BLK 56	0.18	1948
335	506132030000080000	ANDERSON, EDWIN JEROME & BETTY JANE	3RD ST	815	815 3RD ST	BELTON	MO	64012	ORIG BELTON LOTS 19 & 20 & NW2 LOT 21 BLK 56	0.18	1948
336	506132030000080000	JACKSON, RICHARD ALLAN	PINE	710	710 PINE	BELTON	MO	64012	ORIG BELTON SE2 LOT 1 & EX NES9 & LOT 24 EX NES9 BLK 56	0.14	1948
337	506132030000080000	NUCKOLIS, JEFFREY S	PINE	708	708 PINE	BELTON	MO	64012	ORIG BELTON NES9 LOTS 22-24 & NES9 562 LOT 21 BLK 56	0.12	1948
338	50613203000070000	CASTANZA GROUP LLC, THE	2ND & 806 1/2 ST	806	806 2ND ST	BELTON	MO	64012	ORIG BELTON LOTS 9-12 BLK 56	0.30	1910
339	50613203000070000	AMFAHR, DALE L & MILDRED N	2ND A B & C ST	816	4506 E 184TH TERR	BELTON	MO	64012	ORIG BELTON LOTS 5-8 BLK 56	0.30	1910
340	50613203000068000	VAUGHT, JOHN	2ND & 822 1/2 ST	822	18207 S PROSPECT AVE	BELTON	MO	64012	ORIG BELTON LOTS 1-4 BLK 56	0.31	1900
341	50613203000056000	CLUTTER, ROBERT R & NANCY M	2ND ST	805	805 2ND ST	BELTON	MO	64012	ORIG BELTON LOTS 13,14,15 & 16 BLK 42	0.30	1987
342	50613203000056000	GREGORY, LYLE M & JENNIFER G	2ND ST	815	11 E KANSAS ST	LIBERTY	MO	64068	ORIG BELTON LOTS 1-3 BLK 42	0.30	1987
343	50613203000059000	KELLEY, TERRI E	2ND ST	819	819 2ND ST	BELTON	MO	64012	ORIG BELTON LOTS 21-24 BLK 42 1941-56	0.31	1935
344	50613203000044000	POWELL, ROBERT W & PAMELA R TR	MAIN ST	802	802 MAIN ST	BELTON	MO	64012	ORIG BELTON SE84 LOTS 16 & LOTS 17 & 18 BLK 56	0.18	1948
345	50613203000044000	POWELL, ROBERT W & PAMELA R	MAIN ST	810	810 MAIN ST	BELTON	MO	64012	ORIG BELTON LOTS 7-9 EX SW24 & EX NW3.5 LOT 9 BLK 42	0.17	1900
346	50613203000044000	MOSBY, MARTHA F ETAL	MAIN ST	816	1107 JAMES CREEK CIR	RAYMORE	MO	64083	ORIG BELTON LOTS 4-6 BLK 42	0.22	1900
347	50613203000043000	JONES, DARIN L & RACHAEL L	MAIN ST	812	118 JOHNSON PKWY	RAYMORE	MO	64083	ORIG BELTON LOTS 1-3 BLK 42	0.24	1880
348	50613203000027000	BROWN, MARK F	MAIN ST	803	803 MAIN ST	BELTON	MO	64012	ORIG BELTON LOTS 9-12 BLK 37	0.33	2003
349	50613203000027000	FOSTER, DANIEL W & CINDY R	MAIN ST	811	15517 PAWNEE STREET	OVERLAND PARK	KS	66224	ORIG BELTON LOTS 5-8 BLK 37	0.33	2003
350	50613203000027000	KRAFT, MELVIN L & DONNA K	MAIN ST	815	815 MAIN	BELTON	MO	64012	ORIG BELTON LOTS 4-4 BLK 37	0.35	2003
351	50613203000027000	SMOXY HILL R/W & HIST SOC	MAIN ST	502	502 WALNUT ST	BELTON	MO	64012	ALL THAT PART RR R/W LYING IN SEC'S 2,11,13&14TWP 46 RG33	1.12	2003
352	50613203000013000	DENKLER, HERMAN K & NANCY L	COMMERCIAL	821	821 COMMERCIAL	BELTON	MO	64012	ORIG BELTON LOTS 1-12 BLK 25 1057/116	0.34	N/A
353	50613203000008000	DUWALL, JERRY T & NANCY J	COMMERCIAL	803	803 COMMERCIAL	BELTON	MO	64012	ORIG BELTON LOTS 13-18 BLK 22	0.37	1915
354	50613203000008000	DENKLER, HERMAN K & NANCY L	COMMERCIAL	821	821 COMMERCIAL	BELTON	MO	64012	ORIG BELTON LOTS 19-24 BLK 22 702/227	0.53	1915
355	50613203000003000	VEJTE, LOU ANN	CEDAR	812	812 CEDAR	BELTON	MO	64012	ORIG BELTON NW2 LOTS 16 & LOTS 9-12 BLK 22	0.33	1936
356	50613203000003000	VAUGHT, JOHN N	B & 814 ST	812	18207 S PROSPECT AVE	BELTON	MO	64012	ORIG BELTON LOTS 7-9 EX SW24 & EX NW3.5 LOT 9 BLK 42	0.16	1900
357	50613203000002000	SCHNABEL, JEFFREY L	PINE & 302	300	4265 CLARK AVE APT 215	KANSAS CITY	MO	64111	ORIG BELTON LOTS 1-4 BLK 22	0.30	1950
358	50613202000077000	HUDSON, JENNIFER A	CEDAR	311	311 CEDAR	BELTON	MO	64012	ORIG BELTON SW1/2 300 S LOTS 2-5 BLK 8	0.30	1928
359	50613202000077000	SICKLES, JEFFERY L	S EAST AVE	206	206 S EAST AVE	BELTON	MO	64012	ORIG BELTON BG SECUR LOT 2 BLK 8 N TO NECR NW1/2 4'	0.17	1928
360	50613202000077000	WOODWARD, MARK A	S EAST AVE	202	202 S EAST AVE	BELTON	MO	64012	ORIG BELTON J L & NE33.5 LOT 2-5 BLK 8 & ALLEY	0.28	1928
361	50613203000064000	FLAHERTY, ANDREW R S & RAVEN N SANDOVAL	PINE	707	707 PINE	BELTON	MO	64012	O. B. L73.5 EX NE101.38 VAC ALLEY R/W SW ALLEY B 57	0.14	1948
362	50613203000065000	KUHNS, TIFFANY	2ND ST	904	904 2ND ST	BELTON	MO	64012	ORIG BELTON NE101.38 LOTS 4 & 5 & NW 137 LOT 3 BLK 57	0.14	1975
363	50613203000064000	SMITH, SABRIANA M	2ND ST	908	908 2ND ST	BELTON	MO	64012	ORIG BELTON NE101.38 LOTS 1,2 & 3 BLK 57	0.14	1948
364	50613203000064000	JEWETT, CHRISTOPHER J & KIMBERLY D WILLIAMS	2ND ST	912	20801 S CLEVELAND AVE	BELTON	MO	64012	ORIG BELTON SE1/2 1307 LOT 1 BLK 57	0.14	1948
365	506132030000651000	MACFACHERN FAMILY LIVING TRUST	2ND ST	903	1086-C FONTMORRE RD	COLORADO SPRINGS	CO	80904	ORIG BELTON LOTS 1-3 BLK 41	0.30	1900
366	506132030000652000	ROPER, LARRY P & WIFE	2ND ST	911	911 2ND ST	BELTON	MO	64012	ORIG BELTON LOTS 1-2 BLK 41	0.30	N/A
367	50613203000062000	ROPER, LARRY P & ANITA J	UNKNOWN	909	911 2ND ST	BELTON	MO	64012	ORIG BELTON LOTS 21-24 BLK 41	0.30	N/A
368	50613203000040000	SAULTZ, ROBERTA D	MAIN ST	904	904 MAIN ST	BELTON	MO	64012	ORIG BELTON LOTS 8-12 BLK 41	0.37	1948
369	50613203000039000	COMMUNITY INVEST LLC	MAIN ST	910	2332 S 14TH ST	KANSAS CITY	KS	66103	ORIG BELTON LOTS 5-7 BLK 41	0.22	1933
370	50613203000039000	HILL, JOAN FRANCES & FRED L TR	N OAK	604	8810 W 170TH ST	STILWELL	KS	66085	ORIG BELTON SW2 LOTS 1-4 BLK 41	0.15	1933
371	50613203000039000	HILL, JOAN FRANCES & HUSB	MAIN ST	920	8810 W 170TH ST	STILWELL	KS	66085	ORIG BELTON LOTS 1-4 EX SW2 BLK 41	0.15	1933
372	50613203000029000	TIMOTEO, TINA M	MAIN ST	903	903 MAIN ST	BELTON	MO	64012	ORIG BELTON LOTS 10-12 BLK 38	0.25	1910
373	50613203000029000	HARRIS, R T & WIFE	MAIN ST	907	907 MAIN ST	BELTON	MO	64012	ORIG BELTON NW2 LOT 6 & LOTS 7-9 BLK 38	0.29	1910
374	50613203000032000	COX, KENNETH J & HEATHER	MAIN ST	909	909 MAIN ST	BELTON	MO	64012	ORIG BELTON LOTS 4 & 5 & SE2 LOT 6 BLK 38 367/406	0.21	1910
375	50613203000032000	LDI HOLDINGS LLC	MAIN A & B ST	929	15911 RIGGS RD	STILWELL	KS	66085	ORIG BELTON LOTS 1-3 BLK 38	0.25	1910
376	50613203000013000	SMOXY HILL R/W & HIST SOC	MAIN ST	403	502 WALNUT ST	BELTON	MO	64012	ALL THAT PART RR R/W LYING IN SEC'S 2,11,13&14TWP 46 RG33	1.44	1930
377	50613203000012000	BAYS FAMILY TRUST	PINE	501	504 N PARK DR	BELTON	MO	64012	ORIG BELTON LOTS 7-9 BLK 24	0.08	1930
378	506132030000112000	CITY OF BELTON	UNKNOWN	300	PO BOX 230	BELTON	MO	64012	ORIG BELTON LOTS 1-4 BLK 24	0.24	1930
379	50613203000011000	JOURDAN, RAY	S EAST & 308 AVE	306	5401 E 205TH ST	BELTON	MO	64012	ORIG BELTON LOTS 1 & 2 & BLK 23 & ALLEY BETW 50 LOTS	0.51	1940
380	50613203000063000	KRAFT, MELVIN L & MICHAEL KRAFT	N OAK	611	815 MAIN	BELTON	MO	64012	ORIG BELTON BLK 40 S & W ALLEY	0.15	1940
381	50613203000037000	FAYE PROPERTIES LLC	N OAK	601	PO BOX 6514	LEES SUMMIT	MO	64064	ORIG BELTON BG NECR BLK 40 SE70 SW134 NW70	0.22	1940
382	50613203000037000	MILBURN, JANE T TR	MAIN ST	1002	11121 APPLEWOOD DR	KANSAS CITY	MO	64134	O B BG70 SE NWCR BLK40 SE120 SW172 72 ETIC	0.35	1940
383	50613203000035000	KARL, CAROLYN D	MAIN ST	1004	213 PARK AVE	RICHMOND	MO	64085	ORIG BELTON BG190 SE NWCR BLK 40 SW113 72' E104 21' ETC	0.11	1940
384	50613203000033000	IRICK, LAWRENCE W	MAIN ST	1001	1001 MAIN						

DEVELOPMENT INITIATIVES

Map ID #	Parcel ID	Owner	Address	#	Owner Address	Owner City	Owner State	Owner ZIP	Legal	Acres	Year Bilt.
400	5061320000033000	BROWN, ANDREW J	LILLARD AVE	201	201 LILLARD AVE	BELTON	MO	64012	J.V. ROBINSONS 1ST N90' OF E108' LT3 & PT ABD ST.	0.35	1953
401	50613200000317000	CREVISTON, BRANDON	S EAST AVE	203	6806 E 162ND TER	BELTON	MO	64012	JV ROB&SONS 1ST W138'OF530'LT4 & W138'OFN60'LT5 BLK3	0.28	1949
402	50613200000310000	SUMRALL, JACK H & JUDITH CHILDS SUMRALL	LILLARD AVE	202	202 LILLARD AVE	BELTON	MO	64012	J V ROBINSON & SONS 1ST PT LOTS 2,3,4 & 5 BLK 3 & P	0.30	1962
403	50613200000333000	BETTER PROPERTIES LLC	LILLARD AVE	203	1811 N ELSEA SMITH RD	INDEPENDENCE	MO	64056	J V ROBINSON & SONS 1ST PT LOTS 2&3 BLK 3&PTABDST	0.35	1953
404	50613200000320000	STATON, KYLE D	S EAST AVE	205	205 S EAST AVE	BELTON	MO	64012	J.V.ROBB&SONS 1ST W138'OF560'LS&W138'OFN30'1683	0.28	1977
405	50613200000320000	GURLEY, LESLIE A	LILLARD AVE	204	204 LILLARD AVE	BELTON	MO	64012	J V ROBINSON & SONS 1ST PT LOTS 1,2,5 & 6 BLK 3 & PT ALLEY	0.30	1977
406	50613200000340000	SEARS, DELVENA V	LILLARD AVE	205	205 LILLARD AVE	BELTON	MO	64012	J V ROBINSON & SONS 1ST PT LOTS 1 & 2 BLK 3 & PT ABD ST	0.35	1960
407	50613200000320000	ADWELL, MERANDA & RYAN KISNER	S EAST AVE	207	207 S EAST AVE	BELTON	MO	64012	J.V.ROBB&SONS 1ST W138'OF590'LT6 BK3	0.28	1977
408	50613200000320000	BOHN, TERHA	BLUE AVE	506	506 BLUE AVE	BELTON	MO	64012	J.V.ROBB&SONS 1ST W138'OF590'LT6 BK3	0.28	1977
409	50613200000350000	BURNS, ROBERT L	LILLARD AVE	207	207 LILLARD AVE	BELTON	MO	64012	J V ROBINSON & SONS 1ST PT LOTS 1&6 & PT ALLEY	0.31	1977
410	50613200000370000	JOURDAN, RAY	S EAST AVE	301	301 S EAST AVE	BELTON	MO	64012	J V ROBINSON & SONS 1ST PT LOT 1 BLK 3 & PT ABD ST	0.35	1958
411	50613200000327000	SIVIGLIANO, PAMELA	S EAST AVE	303	303 S EAST AVE	BELTON	MO	64012	BG1530'S8,30'E NW CR E2 NW,E138'S90' W&N	0.29	1950
412	50613200000322000	MAYFIELD, STEVEN F	S EAST AVE	305	305 S EAST AVE	BELTON	MO	64012	BG1620'S&30'E NW CR E2 NW E138'S75' W&N	0.24	1950
413	50613200000323000	ESCOBEDO, SARAH	S EAST AVE	307	307 S EAST AVE	BELTON	MO	64012	BG 1770'S & 30'E NW CR,E2 NW E138'S75' W&N	0.24	1959
414	50613200000324000	WALKER, CHRISTOPHER D	S EAST AVE	309	309 S EAST AVE	BELTON	MO	64012	BG1845'S & 30'E NW CR E2 NW,E138'S75' W&N	0.26	1957
415	50613200000327000	ALT, AARON M	BLUE AVE	503	10322 LEE BLVD	LEAWOOD	KS	66208	BG1530'S8,168'E NW CR E2 NW,E75'S120' W&N	0.21	1950
416	50613200000327000	WALLACE, FAYE E	BLUE AVE	505	505 BLUE AVE	BELTON	MO	64012	BG1530'S8,243'E NWC&E2NW,E74'S195'ETC&VAC ST 726/188 704/5	0.60	1950
417	50613200000360000	MOONEY, JAY G & DOREEN	LILLARD AVE	301	301 LILLARD AVE	BELTON	MO	64012	BG1470'S8,545'E NW CR E2 NW,S180' & VAC ST 726/188	0.79	1947
418	50613200000360000	DESIGN DEVELOPMENT PROPERTIES LLC	D ST		PO BOX 223	CLEVELAND	MO	64784	DRIG BELTON LOTS 10-12 BLK 2	0.21	N/A
419	50613200000370000	BELTON NORTH MAIN LLC	D ST	515	8515 ENSLEY PL	LEAWOOD	KS	66206	ORIG BELTON LOTS 4-9 BLK 2 & KERSHENBAUM LOT 2	1.02	N/A
420	50613203000334000	MORLANG, VERNON L & ROBERTA D	MAIN ST	1005 & 1009	1101 MAIN ST	BELTON	MO	64012	ORIG BELTON BG12N&305E&CRBLK39'N&SSW75SE62 TB, 3153/331	0.05	N/A
421	50613200000410000	MORLANG, VERNON L & ROBERTA D	MAIN	1101	1101 MAIN ST	BELTON	MO	64012	BG 1311N SW CR SE NW, E130 NW 115 SW 76 S 103, 3153/331	0.37	1950
422	50613200000410000	MORLANG, VERNON L	MAIN ST		1101 MAIN ST	BELTON	MO	64012	BG 335N SW CR SE NW BE62.5 SE ALG RR 117.58 S102 NW TB	0.24	N/A
423	50613200000420000	THOMPSON, WANDA L & CLAUDE D	MAIN ST	1100	1100 MAIN ST	BELTON	MO	64012	SE NW S OF RR EX BG1311'N SW CR SE NW, E130'	1.62	1920

Total Size (Acres): 111.79
 Total No. of Parcels: 423
 Total No. of Owners: 317
 Avg. Date of Construction: 1935
 Avg. Age of Improvement: 86

Exhibit B: Appraised Valuation Data

Table 20 - Cumulative Appraised Valuation, 2006-2020. Courtesy City of Belton.

Year	Number of Parcels	Total Appraised Value	Average Appraised Value	Median Appraised Value
2020	248	\$22,784,870	\$91,874	\$66,165
2019	247	\$22,785,690	\$92,250	\$66,120
2018	247	\$20,959,610	\$84,857	\$60,400
2017	247	\$20,945,230	\$84,799	\$60,400
2016	247	\$19,502,120	\$78,956	\$56,160
2015	247	\$19,550,990	\$79,154	\$56,160
2014	247	\$19,605,770	\$79,376	\$56,230
2013	247	\$19,572,280	\$79,240	\$56,160
2012	247	\$20,387,720	\$82,541	\$57,070
2011	247	\$20,288,660	\$82,140	\$56,510
2010	247	\$20,238,410	\$81,937	\$56,140
2009	247	\$20,238,410	\$81,937	\$56,140
2008	247	\$20,036,140	\$81,118	\$55,880
2007	246	\$20,235,630	\$82,259	\$56,415
2006	246	\$19,719,280	\$80,160	\$54,260
	2006-2020 change	\$3,065,590		
	% change '06-'20	13.45%		
	Annual change year over year	0.90%		

Exhibit C: Photo Log

The following photograph log presents a review of the subject property tracts within the proposed Redevelopment Area. Photos indicate property condition, infrastructure condition, and surrounding adjacent property is also included. All site photos were taken January 2021.



Photo 4 – Image showing the intersection of Main and East Walnut St. Photo looking southwest.

Please note the lack of ADA compliant crosswalk locations. Many locations with the Redevelopment Area are limited in access, and definitely not accessible from a mobility perspective. However, it should be understood that the Redevelopment Area is historically developed with many older structures, but that should not exclude it from ADA accessibility laws.



Photo 5 – View north along Main Street. Typical of Main Street between Herschel Street and Chestnut Street.



Photo 6 – View north along northern portion of the Smoky Hill Rail line.



Photo 7 – Stored rail equipment along the northern portion of the Smoky Hill Rail line.



Photo 8 – Stored rail equipment and materials south of Ella Street. Photo looking northeast.



Photo 9 – View south along the Smoky Hill Rail line.



Photo 10 - Significantly deteriorated/damaged railcar.



Photo 11 – Illegally deposited trash along 2nd Street.



Photo 12 – Illegally deposited trash along alleyway between 2nd and 3rd Streets. Note improved condition of the alley pavement. This is an isolated condition throughout the Redevelopment Area.



Photo 13 – Illegally deposited trash along 3rd Street.



Photo 14 – Typical view of unimproved alleyway.



Photo 15 – Typical view of unimproved alleyway. Note severely deteriorated nature of the structure to the right.



Photo 16 – Typical view of unimproved alleyway.



Photo 17 – Dead-end street. Commercial and Cherry Streets. View to the north/northwest.



Photo 18 – Dead-end street. B Street and Chestnut. View to the north.



Photo 19 – Dead-end street. B Street and Chestnut. View south.



Photo 20 – Dead-end street. D Street and Ella. View north.



Photo 21 – Dead-end street. C Street and E Walnut. View north.



Photo 22 – Image showing deteriorated parking lot approach drive.

Physical deterioration can impact vehicular and/or pedestrian usage causing damage or providing a location for trip and fall hazard.



Photo 23 – Image showing deteriorated parking lot.

Physical deterioration can impact vehicular and/or pedestrian usage causing damage or providing a location for trip and fall hazard.



Photo 24 – Image showing deteriorated public and private infrastructure. Note deteriorated nature of sidewalk and drainage culvert. Also note deteriorated drive approach and surface parking.

Physical deterioration can impact vehicular and/or pedestrian usage causing damage or providing a location for trip and fall hazard.



Photo 25 – Image showing damaged, deteriorated sidewalk.

Physical deterioration can impact pedestrian usage causing damage or providing a location for trip and fall hazard.



Photo 26 – Image showing pedestrian ramp with no truncated rumble strip.

A predominance of the Redevelopment Area lacks sufficient or adequate pedestrian sidewalks. Many instances noted throughout the Redevelopment Area, sidewalks were broken, cracked, entirely missing or don't provide adequate pedestrian passage. This condition is hazardous to pedestrians traversing the area. Lack of adequate sidewalks inhibits pedestrian circulation and is inadequate or outmoded design. Contributes to potential hazardous conditions to pedestrians, bicyclists and vehicles (e.g. lack of curb cuts, inefficient ingress & egress locations). These conditions indicate lack of planning and/or maintenance and pose an economic liability. In certain situations they may also be conducive to ill health.

Additionally, please note the lack of ADA compliant crosswalk locations. Many locations with the Redevelopment Area are limited in access, and definitely not accessible from a mobility perspective. However, it should be understood that the Redevelopment Area is historically developed with many older structures, but that should not exclude it from ADA accessibility laws.



Photo 27 – Image showing pedestrian crosswalk approach with truncated rumble strip. The only locations noted with truncated strip present were along Cedar Street and MO-58 which are heavily trafficked through the Redevelopment Area.



Photo 28 – Image showing pedestrian crosswalk approach with truncated rumble strip. The only locations noted with truncated strip present were along Cedar Street and MO-58 which are heavily trafficked through the Redevelopment Area.



Photo 29 – View of inadequate pedestrian sidewalk infrastructure.

A predominance of the Redevelopment Area lacks sufficient or adequate pedestrian sidewalks. Many instances noted throughout the Redevelopment Area, sidewalks were broken, cracked, entirely missing or don't provide adequate pedestrian passage. This condition is hazardous to pedestrians traversing the area. Lack of adequate sidewalks inhibits pedestrian circulation and is inadequate or outmoded design. Contributes to potential hazardous conditions to pedestrians, bicyclists and vehicles (e.g. lack of curb cuts, inefficient ingress & egress locations). These conditions indicate lack of planning and/or maintenance and pose an economic liability. In certain situations they may also be conducive to ill health.

Additionally, please note the lack of ADA compliant crosswalk locations. Many locations with the Redevelopment Area are limited in access, and definitely not accessible from a mobility perspective. However, it should be understood that the Redevelopment Area is historically developed with many older structures, but that should not exclude it from ADA accessibility laws.



Photo 30 - Deteriorated/damaged sidewalk. It appears that vehicle repair activities are occurring over the sidewalk location and public right of way.

A predominance of the Redevelopment Area lacks sufficient or adequate pedestrian sidewalks. Many instances noted throughout the Redevelopment Area, sidewalks were broken, cracked, entirely missing or don't provide adequate pedestrian passage. This condition is hazardous to pedestrians traversing the area. Lack of adequate sidewalks inhibits pedestrian circulation and is inadequate or outmoded design. Contributes to potential hazardous conditions to pedestrians, bicyclists and vehicles (e.g. lack of curb cuts, inefficient ingress & egress locations). These conditions indicate lack of planning and/or maintenance and pose an economic liability. In certain situations they may also be conducive to ill health.



Photo 31 - Image open storm water drainage ditch. Note no railings or bollards preventing vehicular or pedestrian access/accidents. Also note lack of truncated pedestrian strip at sidewalk crossing.



Photo 32 - Image open storm water drainage ditch. Note standing water, likely due to snow melt. Also note truncated pedestrian strip at sidewalk crossing.



Photo 33 - Image open storm water drainage ditch. Note no bollards preventing vehicular accidents. Also note lack of pedestrian sidewalk continuation and deteriorated nature of sidewalk.



Photo 34 - Image open storm water drainage ditch. It appears that some type of remedial drainage has occurred with the presence of drainpipe along the surface. Note lack of pedestrian sidewalk continuation and deteriorated nature of sidewalk. Also note lack of truncated pedestrian strip at sidewalk crossing



Photo 35- Image open storm water drainage ditch. It appears that some type of remedial access method has occurred with the presence of “pedestrian walkway”. Note lack of pedestrian sidewalk continuation and deteriorated nature of sidewalk.



Photo 36 - Image open storm water drainage ditch. Note lack of pedestrian sidewalk at this location.



Photo 37 - Typical view of sidewalk condition within the Redevelopment Area.



Photo 38 - Typical view of sidewalk condition within the Redevelopment Area. Note vehicle parking along right of way.



Photo 39 - View of typical street condition within the Redevelopment Area. Note vehicle parking along right of way.



Photo 40 - View of typical street condition within the Redevelopment Area. Note vehicle parking along right of way.



Photo 41 - View of typical street condition within the Redevelopment Area. Note vehicle parking along right of way.



Photo 42 - Deteriorated/damaged garage structure. Also note lack of vehicle drive to structure. Condition is an indication of lack of regular property maintenance. This condition may lead to an economic and social liability and may be conducive to the ability to pay reasonable taxes.



Photo 43 - Deteriorated/damaged garage structure. Also note lack of vehicle drive to structure.



Photo 44 - Significantly deteriorated/damaged structure. Note severely damaged fireplace flue surround. Also note damaged siding and boarded windows. Discolored and possible mold on siding is an indication of inadequate water drainage from the roof gutter system (which is missing). Continued neglect of this issue could lead to inadequate water drainage from structure, possibly compromising the integrity of the residence.

Condition is an indication of lack of regular property maintenance. This condition may lead to an economic and social liability and may be conducive to the ability to pay reasonable taxes.

Exterior envelope systems can become deteriorated with the continued exposure to elements. Lack of necessary repairs and maintenance may result in continued deterioration. These conditions are an economic and social liability and are may be conducive to ill health and the ability to pay reasonable taxes.



Photo 45 - Significantly deteriorated/damaged structure. Note exterior. Also note damaged siding and boarded windows.

Note: it appears upon follow-up site visit that this structure has been demolished.



Photo 46 - Deteriorated single-family residence. Condition is an indication of lack of regular property maintenance. This condition may lead to an economic and social liability and may be conducive to the ability to pay reasonable taxes.

Exterior envelope systems can become deteriorated with the continued exposure to elements. Lack of necessary repairs and maintenance may result in continued deterioration. These conditions are an economic and social liability and are may be conducive to ill health and the ability to pay reasonable taxes.



Photo 47 - Deteriorated single-family residence. Condition is an indication of lack of regular property maintenance. This condition may lead to an economic and social liability and may be conducive to the ability to pay reasonable taxes.

Exterior envelope deterioration and continued exposure to elements and lack of necessary repairs and maintenance may result in continued deterioration. These conditions are an economic and social liability and are may be conducive to ill health and the ability to pay reasonable taxes.



Photo 48 - Deteriorated garage structure. Condition is an indication of lack of regular property maintenance. This condition may lead to an economic and social liability and may be conducive to the ability to pay reasonable taxes.

Exterior envelope deterioration and continued exposure to elements and lack of necessary repairs and maintenance may result in continued deterioration. These conditions are an economic and social liability and are may be conducive to ill health and the ability to pay reasonable taxes.



Photo 49 - Deteriorated roofing system, single-family residence. Also note broken and missing exterior shingling materials. Both are an indication of lack of regular property maintenance. This condition may lead to an economic and social liability and may be conducive to the ability to pay reasonable taxes.

Exterior envelope systems can become deteriorated with the continued exposure to elements. Lack of necessary repairs and maintenance may result in continued deterioration. These conditions are an economic and social liability and are may be conducive to ill health and the ability to pay reasonable taxes.



Photo 50 - Deteriorated single-family residence. Note broken and missing exterior shingling materials. Siding appears to be suspect asbestos-containing materials typical of this vintage construction.

Exterior envelope systems can become deteriorated with the continued exposure to elements. Lack of necessary repairs and maintenance may result in continued deterioration. These conditions are an economic and social liability and are may be conducive to ill health and the ability to pay reasonable taxes.



Photo 51 - Deteriorated single-family residence. Note missing roof soffit. Also, damaged downspout to left of structure. Continued neglect of this issue could lead to inadequate water drainage from structure, possibly compromising the integrity of the residence.

Exterior envelope systems can become deteriorated with the continued exposure to elements. Lack of necessary repairs and maintenance may result in continued deterioration. These conditions are an economic and social liability and are may be conducive to ill health and the ability to pay reasonable taxes.

Exhibit D: Certification

I certify that, to the best of my knowledge and belief:

1. The Statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.
6. Staff of Development Initiatives has made personal inspections of the property that are the subject of this report in January, 2021.
7. This study is not based on a requested result or a specific conclusion.
8. I have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.



James Potter, AICP, LEED GA
Development Initiatives

Exhibit E: Consultant Qualifications

Partner Profile

Education

MASTER OF ARCHITECTURE,
UNIVERSITY OF KANSAS

B.G.S. ENVIRONMENTAL
STUDIES,
UNIVERSITY OF KANSAS

B.S. GEOGRAPHY, UNIVERSITY
OF KANSAS

Certifications

American Institute of Certified
Planners (AICP)
American Planning
Association

USGBC
LEED Green Associate

Kansas Licensed Real Estate
Salesperson

Missouri Licensed Real Estate
Salesperson

Professional Affiliations

MEMBER, AMERICAN PLANNING
ASSOCIATION (APA)

PAST-PRESIDENT,
KC METRO SECTION,
AMERICAN PLANNING
ASSOCIATION (APA)

CHAIRMAN,
RIVER MARKET COMMUNITY
IMPROVEMENT DISTRICT (CID)

BOARD MEMBER,
SUSTAINABLE ADVISORY BOARD,
LEAWOOD, KS

Member, USGBC

James C. Potter, AICP, LEED GA

Jim is the founding partner at Development Initiatives and is responsible for instilling the firm's vision of excellence in the staff. His background has run the spectrum of urban redevelopment to community planning projects. From environmental due diligence activities to managing multi-million dollar bond projects, Jim has experience in a myriad of development functions.

Jim has degrees in Environmental Science and Geography, as well as a Master of Architecture, all from the University of Kansas. His past employment with the Kansas City Economic Development Corporation has educated Jim in the intricacies of 60 to 80 different City, State, and Federal tax incentives programs.

Since the establishment of Development Initiatives in 1999, Jim has coordinated numerous urban renewal and tax increment financing projects for countless communities across the Midwest. Jim uses his experience and relationships with local and state development officials to maximize the effectiveness of the projects he manages and the incentives sought on behalf of our clients.

Jim has yet another layer of expertise that he adds to DI's repertoire, real estate development. Potter has partnered in such notable residential projects as 4646 Broadway on the Plaza, City Homes in the River Market and the 5 Delaware Condominiums all in Kansas City.

Jim resides in Leawood, Kansas with his wife Amy and their 11 year old son, Hayden.

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v. 816-916-3664
jpotter@di-kc.com

Partner Profile

Education

B. A., Real Estate,
University of Arizona

Certifications

Certified Commercial
Investment Member
(CCIM)

Missouri Real Estate
Broker

Kansas Real Estate
Broker

Professional Affiliations

Certified Commercial
Investment Member
(CCIM), Member

Missouri Growth
Association (MGA),
Member

Urban Land Institute
(ULI), Member

Honors

Ingram's Magazine '40
under 40'

Graduate of the
Centurions Leadership
Program

Chris Sally, CCIM

Chris has been a partner at Development Initiatives since 2003. Chris is the firm's financial analyst. From development pro forma analysis to fiscal and economic impact analysis for taxing jurisdictions, his quantitative approach to real estate development is unparalleled.

Chris has seen all aspects of real estate development. First as the former Downtown Development Director for the Economic Development Corporation of Kansas City, he worked on over 2 billion dollars in projects to help revitalize downtown Kansas City.

Chris is also a real estate developer, specializing in boutique urban products. With his partners, Chris has developed 15 million dollars of successful new and historically renovated buildings, including 5 Delaware Condominiums, the Gallo Office Building and First and Main Lofts. Design and sustainability are cornerstones for each of his projects. In 2006 *Dwell* magazine featured 5 Delaware on the cover and highlighted his home in the annual 'Modern Across America' issue.

Chris lives in Prairie Village, KS with his twins, Katharine and Gibson.

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csally@di-kc.com

DEVELOPMENT INITIATIVES, BLIGHT/CONSERVATION-PROJECT SUMMARY

- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), OAK PARK PIEA, KANSAS CITY, MO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), WESTPORT HIGH SCHOOL, KANSAS CITY, MO
- BLIGHT ANALYSIS (TIF), 2107 S. 4TH, LEAVENWORTH, KS
- BLIGHT ANALYSIS (CID), 1645 KEARNEY ROAD, EXCELSIOR SPRINGS, MO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), 43 ANTIOCH, KANSAS CITY, MO
- BLIGHT ANALYSIS (TIF), PECULIAR MAIN STREET TIF PLAN, PECULIAR, MO
- BLIGHT ANALYSIS (CID), WALLSTREET TOWER GARAGE, KANSAS CITY, MO
- BLIGHT ANALYSIS (353), DOWNTOWN PARKVILLE REDEVELOPMENT PLAN, PARKVILLE, MO
- BLIGHT ANALYSIS (CID), SOUTHSIDE PLAZA, LEE'S SUMMIT, MO
- BLIGHT ANALYSIS (353), RESIDENTIAL UPLIFT, LIBERTY, MO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), MIDTOWN PRO-ACTIVE HOUSING, KANSAS CITY, MO
- BLIGHT ANALYSIS (CID), RIVERSIDE CROSSING CID, RIVERSIDE, MO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), ARMOUR GILLHAM ADDITION, KANSAS CITY, MO
- BLIGHT ANALYSIS (CID), ROMANELLI CENTER, KANSAS CITY, MO
- BLIGHT ANALYSIS (CID), 45TH & MAIN CID, KANSAS CITY, MO
- BLIGHT ANALYSIS (353), DOWNTOWN UPLIFT 353, CITY OF CAMERON, MO
- BLIGHT ANALYSIS (TIF), ASSOCIATED WHOLESALE GROCERS, GARDNER, KS
- BLIGHT ANALYSIS (353), MAIN CENTER REDEVELOPMENT CORPORATION, CITY OF BLUE SPRINGS, MO
- BLIGHT ANALYSIS (TIF), CITY OF MOUNT VERNON, MO
- BLIGHT ANALYSIS & REDEVELOPMENT PLAN (PIEA), 19TH & MCGEE, KANSAS CITY, MO
- BLIGHT ANALYSIS (TIF), ALLIS-CHALMERS, INDEPENDENCE, MO
- BLIGHT ANALYSIS (CID), GRANDVIEW STATION, GRANDVIEW, MO
- BLIGHT ANALYSIS & REDEVELOPMENT PLAN (PIEA), EAST BANNISTER AMENDMENT, KANSAS CITY, MO
- BLIGHT ANALYSIS & REDEVELOPMENT PLAN (PIEA), NORTH MONTGALL PIEA, KANSAS CITY, MO
- BLIGHT ANALYSIS (CID), 85 WORNALL, KANSAS CITY, MO
- BLIGHT ANALYSIS (353), 2708 TROOST, KANSAS CITY, MO
- BLIGHT ANALYSIS (CID), KANSAS & KEARNEY, SPRINGFIELD, MO
- BLIGHT ANALYSIS (TIF), OSAGE STATION, OSAGE BEACH, MO
- BLIGHT ANALYSIS & REDEVELOPMENT PLAN(PIEA), EAST BANNISTER, KANSAS CITY, MO
- BLIGHT ANALYSIS (353), CITY OF NORTH KANSAS CITY, MO
- BLIGHT ANALYSIS (353), HILLYARD TIF, ST. JOSEPH, MO
- BLIGHT ANALYSIS (TIF), VILLAGE AT VIEW HIGH, LEE'S SUMMIT, MO
- BLIGHT ANALYSIS (CID), INTERCONTINENTAL, KANSAS CITY, MO
- BLIGHT ANALYSIS (LCRA), 50/M-291 HIGHWAY URA EXPANSION, LEE'S SUMMIT, MO
- BLIGHT ANALYSIS (CID), FLINT HILLS MALL, EMPORIA, KS
- BLIGHT ANALYSIS (CID), LEE'S SUMMIT, MO
- BLIGHT ANALYSIS (353), DOWNTOWN RICHMOND, MO
- BLIGHT ANALYSIS (TIF), GATEWAY VILLAGE, GRANDVIEW, MO
- BLIGHT ANALYSIS (353), ALANA HOTEL APARTMENTS, KANSAS CITY, MO
- BLIGHT ANALYSIS (TIF), MISSION FALLS TIF, MISSION, KS
- BLIGHT ANALYSIS (LCRA), EAST CROSSROADS URA, KANSAS CITY, MO
- BLIGHT ANALYSIS (TIF), JOPLIN, MO
- BLIGHT ANALYSIS (TIF), ARROWHEAD POINTE, OSAGE BEACH, MO
- BLIGHT ANALYSIS (353), JKV, LEE'S SUMMIT, MO
- BLIGHT ANALYSIS (353/CID), ROLLA, MO
- BLIGHT ANALYSIS (353), LIBERTY, MO
- BLIGHT ANALYSIS (EEZ), HOLT COUNTY, MO
- BLIGHT ANALYSIS (CID), LAKEWOOD CID, LEE'S SUMMIT, MO
- BLIGHT ANALYSIS (CID), SOUTH GLENSTONE CID, SPRINGFIELD, MO
- BLIGHT ANALYSIS (353), RICHMOND, MO
- BLIGHT ANALYSIS (LCRA), 50/M-291, LEE'S SUMMIT, MO

- BLIGHT ANALYSIS (LCRA), LAKEWOOD BUSINESS PARK, LEE'S SUMMIT, MO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), 18TH & MCGEE AMENDMENT, KANSAS CITY, MO
- BLIGHT ANALYSIS (LCRA), 36TH & GILLHAM, KANSAS CITY, MO
- BLIGHT ANALYSIS (CID), NOLAND FASHION SQUARE, INDEPENDENCE, MO
- BLIGHT ANALYSIS (353), HEER'S BUILDING, SPRINGFIELD, MO
- BLIGHT ANALYSIS (TIF), VIEW HIGH GREEN, LEE'S SUMMIT, MO
- BLIGHT ANALYSIS (353), BELVOIR 353 PLAN, LIBERTY, MO
- BLIGHT ANALYSIS (TIF), BELVOIR TIF PLAN, LIBERTY, MO
- BLIGHT ANALYSIS (CID), SOUTH 63 CORRIDOR CID, CITY OF KIRKSVILLE, MO
- CONSERVATION ANALYSIS (TIF), WINCHESTER, KANSAS CITY, MO
- BLIGHT ANALYSIS (TIF), CARONDELET, KANSAS CITY, MO
- BLIGHT ANALYSIS (TIF), SUNRISE BEACH, MISSOURI
- BLIGHT ANALYSIS (353), CITY OF LEE'S SUMMIT, MISSOURI
- BLIGHT ANALYSIS (LCRA), DOWNTOWN CORE, CITY OF LEE'S SUMMIT, MO
- BLIGHT ANALYSIS (LCRA), LICATA PLAN, CITY OF LEE'S SUMMIT, MO
- BLIGHT ANALYSIS (353), CITY OF LIBERTY, MISSOURI
- BLIGHT ANALYSIS-PEER REVIEW (353), GRANDVIEW, MO
- BLIGHT ANALYSIS (CID), CROSSROADS SHOPPING CENTER, LIBERTY, MO
- BLIGHT ANALYSIS (TIF), HIGHWAY Y & 58, BELTON, MO
- BLIGHT ANALYSIS(CID), LIBERTY CORNERS SHOPPING CENTER, LIBERTY, MO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), VIVION CORRIDOR, KMCO
- BLIGHT ANALYSIS (TIF), SOUTH HIGHWAY 63 CORRIDOR, KIRKSVILLE, MISSOURI
- BLIGHT ANALYSIS-PEER REVIEW, (TIF), ATCHISON, MISSOURI
- BLIGHT ANALYSIS (TIF), HIGHPOINTE SHOPPING CENTER, OSAGE BEACH, MISSOURI
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), 39TH & STATE LINE, KCMO
- CONSERVATION ANALYSIS (MODESA), LAKE OZARK, MISSOURI
- BLIGHT ANALYSIS-PEER REVIEW, (TIF), MARINA VIEW, KIRKSVILLE, MISSOURI
- CONSERVATION ANALYSIS (TIF), CLAYTON, MISSOURI
- BLIGHT ANALYSIS, (TIF), DOGWOOD CENTRE, KIRKSVILLE, MISSOURI
- BLIGHT ANALYSIS, (TIF), BRISCOE TIF, LAKE OZARK, MISSOURI
- BLIGHT ANALYSIS, (TIF), US 54 & BUSINESS 54, LAKE OZARK, MISSOURI
- BLIGHT ANALYSIS, (TIF), QUADRA TIF, BELTON, MISSOURI
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), DODSON PIEA, KCMO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), CROSSROADS ARTS, KCMO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), CROSSROADS AMENDMENT, KCMO
- BLIGHT ANALYSIS, (TIF), ROGERS SPORTING GOODS, LIBERTY, MISSOURI
- BLIGHT ANALYSIS, (TIF), BELTON MARKETPLACE, BELTON, MISSOURI
- BLIGHT ANALYSIS-PEER REVIEW, (353), WESTFIELD CORPORATION, ST. CHARLES, MISSOURI
- BLIGHT ANALYSIS, (TIF), KANSAS CITY, MO SWOPE COMMUNITY BUILDERS
- CONSERVATION ANALYSIS, (TIF), LAKE LOTAWANA, MO
- BLIGHT ANALYSIS, (TIF), OSAGE BEACH, MO, OAK RIDGE LANDING DEVELOPMENT
- BLIGHT ANALYSIS, (TIF), LAKE OZARK, MO, STANTON DEVELOPMENT COMPANY
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), WASHINGTON 23 AMENDMENT, KCMO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), FILM ROW, KCMO
- CONSERVATION ANALYSIS, (TIF) , KANSAS CITY, MO, TIME EQUITIES, INC., NEW YORK, NY
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), VALENTINE/BROADWAY, KCMO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), WASHINGTON 23, KCMO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), BOULEVARD BREWING COMPANY, KCMO
- BLIGHT ANALYSIS (TIF), OZARK DIVERSIFIED DEVELOPERS, BRANSON, MO
- BLIGHT ANALYSIS (TIF), MCCOWN GORDON CONSTRUCTION, KCMO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), LEVITT ENTERPRISES, KCMO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), TIME EQUITIES, NY, NY

DEVELOPMENT INITIATIVES

- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), URBAN COEUR DEVELOPMENT, KCMO
- BLIGHT ANALYSIS (TIF), HOSPITALITY MANAGEMENT ASSOC., LINCOLN, NE
- BLIGHT ANALYSIS (TIF), HUSCH & EPPENBERGER, LLC, KANSAS CITY, MO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), KANSAS CITY NEIGHBORHOOD ALLIANCE, KCMO
- BLIGHT ANALYSIS (TIF), KING HERSHEY, ATTORNEYS AT LAW, KCMO
- BLIGHT ANALYSIS (TIF), LATHROP & GAGE, ATTORNEYS AT LAW, KCMO
- BLIGHT ANALYSIS (TIF), POLSINELLI SHALTON WELTE, ATTORNEYS AT LAW, KANSAS CITY, MO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), COMPASS ENVIRONMENTAL, CHICAGO, ILLINOIS
- BLIGHT ANALYSIS (TIF), DST REALTY, KANSAS CITY, MO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA) MCZ CENTRUM, CHICAGO, ILLINOIS
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA) UNION HILL DEVELOPMENT, KCMO
- BLIGHT STUDY AND ANALYSIS (TIF), GRAIN VALLEY, MISSOURI, WARD DEVELOPMENT COMPANY
- BLIGHT STUDY AND ANALYSIS, PERSHING STATION PARTNERS, KANSAS CITY, MISSOURI

Exhibit B

Old Town Belton Redevelopment Plan Policy

[see attached]



CITY OF BELTON, MO

Old Town Belton Redevelopment Plan Policy

I. Program Statement

The intent of the Old Town Belton Redevelopment Plan is to strengthen the economic viability of the Old Town Belton (OTB) area by providing financial incentives for improving the appearance and structural conditions of its buildings.

The ultimate success of OTB is dependent upon private sector commitment. It is up to the merchants, building owners, residents, professionals, and investors to improve the value of their businesses or residences and the condition of their buildings.

This incentive program is intended to stimulate improvements to Old Town buildings by providing an innovative financing mechanism. It presents an opportunity to preserve our community's heritage, and to enhance and promote the unique atmosphere, which Belton provides. Successful implementation will result in a stronger Old Town and a stronger Belton community. See attached Exhibit A for the Redevelopment Area Boundaries.

II. Appropriate Improvements

A number of Old Town buildings have not been properly maintained or altered in a manner that does not improve the appearance or the image of Belton. In some cases, alteration is not consistent with the overall design of the structure itself. Such building treatments or lack of improvements/maintenance are in direct conflict with the need for a comprehensive, coordinated approach to improvements.

In 2012 the Old Town Belton Overlay District & Design Guidelines were approved by City Council, which includes guidelines for improvements to existing buildings that address the appearance and structural conditions. It promotes the potential use of financial incentives to encourage investment and redevelopment activity. The boundaries of that district lie within the boundary of the OTB Redevelopment Area.

Furthermore, one of the principal findings and recommendations of the 2019 Belton Housing Study is that OTB has significant amounts of older homes, and older rental units. Many of these have become blighting influences. Through strategies, policies and plans for enhancing the original part of Belton, and if fully rehabilitated to contemporary standards, may provide for affordable workforce housing assets, strengthening the housing stock and economic viability of OTB. The study states that the greatest potential for a resurgent town center, lies in continued reinvestment in the surrounding Old Town Area.

The focus on Old Town reinvestment remains highly relevant in 2021.

The OTB Redevelopment Plan Policy has been drafted with the notion of encouraging building improvements in accordance with the OTB Redevelopment Plan. It is important that structures, in their design and use, are improved/upgraded. The incentive program would provide property tax abatement as a tool to encourage investment in OTB. A policy has been developed that establishes standards for qualifying for incentives. Accordingly, no tax abatement shall be granted unless, at a minimum, the proposed redevelopment project reflects a significant improvement as determined by the City.

III. Description of Program

Pursuant to Chapter 353, RSMo, the City of Belton, through an entity to be created called the Old Town Belton Redevelopment Corporation (OTBRC), has the ability to abate real property taxes for redevelopment projects. The amount and length of the tax abatement depends on which “level” applies to the project: A (1-2), B or C. The incentive amount and length vary with each level depending upon the investment amount.

Level A-1 / To Attract Market-Stabilizing Investments (market stabilization)	
Investment Threshold	\$15,000 - \$24,999 (excluding cost of acquisition)
Incentive Amount and Abatement Period:	Equal to cost of improvements or 90% abatement for 10 years, whichever occurs first.
% of Exterior Improvements	100% Exterior

Level A-2 / To Attract Market-Stabilizing Investments (market stabilization)	
Investment Threshold	\$25,000 - \$149,999 (excluding cost of acquisition)
Incentive Amount and Abatement Period:	Equal to cost of improvements or 90% abatement for 10 years, whichever occurs first.
% of Exterior Improvements	50% exterior

Level B / To Attract Mid-Market Investments (market stimulating)	
Investment Threshold	\$150,000 - \$749,999
Incentive Amount and Abatement Period:	Equal to cost of improvements or 12 years 90% abatement, whichever occurs first.
% of Exterior Improvements	50% exterior

Level C / To Attract Sizable Market Shifting Investments (market shifting)	
Investment Threshold	\$750,000 & Up - Requires a “But for” economic analysis paid for by the applicant.
Incentive Amount and Abatement Period:	Equal to cost of improvements or 15 years 90% abatement, whichever occurs first. PILOTS to be negotiated as deemed appropriate by the City Council.
% of Exterior Improvements	50% exterior

Determination of qualified investment threshold. If the project involves new construction or rehabilitation of an existing structure, interior and exterior costs may count towards the investment range. The total project budget for the investment should look to allocate approximately 50% to exterior costs and 50% to interior costs, however these percentages may vary with the key consideration being both the exterior and interior must be brought up to desired standards, subject to the OTBRC Board’s review. The OTBRC Board shall review the project budget and make a recommendation to the City Council for approval.

Applicable/Non-applicable investment costs examples include, but are not limited to:

Applicable costs:

- Exterior: Masonry work, paint, signs, awnings, materials, windows, doors, roof, gutters, downspouts, pavement (off-street), landscaping, lighting, ADA accessible, demolition, self-help labor, and contract labor
- Interior: Plumbing, electrical, structural alterations/reconstruction, paint, energy conservation (insulation, weather stripping, sealing, etc.), permanently attached fixtures, HVAC, ADA accessible, self-help labor, and contract labor

Non-applicable costs:

- Exterior: Inappropriate cleaning methods
- Interior: Furniture, appliances, inventory, display fixtures (unattached to wall), and decor

Self-help labor. Self-help labor must be approved before it occurs. City staff will coordinate with applicant to track and verify the amount that will be included as an applicable cost.

Invoice documentation. Invoices for all investment costs will be required to be submitted to City staff after the redevelopment project is complete and before the tax abatement is finalized.

Project density. A redevelopment project shall generally relate to an individual land parcel but treating multiple properties as if assembled may be appropriate depending upon the circumstances. Commercial projects may have one or more units per structure.

Future projects. If a project occurs in the future on a property during its tax abatement time period, the future project will be allowed to apply for tax abatement. If the future project does not apply for or is not granted tax abatement, additional PILOTs will be required to be paid on the increase of assessed valuation relating to the future project.

“PILOT” refers to payments in lieu of taxes to be made to all taxing authorities whose property tax revenues are affected by the abatement on the same pro rata basis and in the same manner as the ad valorem property tax revenues received by each taxing authority from such property in the year such payments are due.

But-for economic analysis. With respect to a particular Redevelopment Project, the applicant would not reasonably be anticipated to undertake the Redevelopment Project without the tax abatement incentive, which may be evidenced by an applicant’s affidavit attesting to this fact. The cost of any but-for economic analysis will be paid for by the applicant.

IV. Eligible Property

Redevelopment projects may be located on any parcel within the OTB Redevelopment Area. See attached **Exhibit 1** for the Redevelopment Area boundaries.

V. Application Process

Applications for the program will be accepted by the City staff on behalf of OTBRC. A \$250.00 filing fee to City of Belton is required with the application for investment Level "A" or a filing fee of \$750.00 for investment Level "B" and "C". If approval is not given for tax abatement for the project, the filing fee will be refunded.

The Application will first be reviewed by City staff for a determination of whether the proposed Redevelopment Project is a suitable project. If the staff review determines that the proposed Redevelopment Project is suitable, the application will be considered by the OTBRC Board for recommendation to the City Council, including a recommendation as to the appropriate incentive level. The City Council shall then consider the OTBRC Board's recommendation. If the City Council favorably considers the application, it will adopt an ordinance approving the Redevelopment Project and authorizing the tax abatement. The property owner and OTBRC will then enter into a Memorandum of Understanding setting forth program responsibilities and expectations and execute special warranty deeds conveying the property – albeit briefly – to OTBRC and then back to the property owner, which then serves as the statutory trigger for the tax abatement.

**The tax incentive is available for only those projects that have been approved by the City Council before the project is started (excluding pilot projects undertaken prior to adoption of this Policy).

Exhibit 1

Old Town Belton Redevelopment Area



Exhibit C

Articles of Agreement

[see attached]

ARTICLES OF AGREEMENT
OF
OLD TOWN BELTON REDEVELOPMENT CORPORATION

The undersigned natural person of the age of eighteen (18) years or more, for the purpose of forming a corporation under "The Urban Redevelopment Corporation Law", hereby adopts the following Articles of Agreement:

ARTICLE I

The name of the corporation is: OLD TOWN BELTON REDEVELOPMENT CORPORATION.

ARTICLE II

The address of the initial registered office of the corporation in the state of Missouri is: 400 SW Longview Boulevard, Suite 210, Lee's Summit, Missouri 64081, and the name of its initial registered agent at such address is: Padraic William Corcoran.

ARTICLE III

The class, aggregate number, and par value, if any, of shares which the corporation shall have authority to issue shall be:

<u>Class</u>	<u>Number of Shares</u>	<u>Par Value</u>
Common Capital Stock	30,000	\$1.00

In the event that income debenture certificates are issued by the corporation, the owners thereof shall have the same right to vote as they would have if possessed of certificates of stock of the amount and par value of the income debenture certificates held by them.

ARTICLE IV

The name and business address of the subscriber to these articles is:

Padraic William Corcoran
Williams & Campo, P.C.
400 SW Longview Boulevard, Suite 210
Lee's Summit, Missouri 64081

ARTICLE V

The number of Directors to constitute the first Board of Directors is five (5). Thereafter the number of Directors shall be fixed by, or in the manner provided in, the By-Laws of the corporation. Any changes in the number of Directors shall be reported to the Secretary of State of Missouri within thirty (30) days of such change. The names and addresses of the members of the first Board of Directors for the first year are as follows:

1. Jeff Davis, Mayor, City of Belton
2. Alexa Barton, City Manager, City of Belton
3. Lorrie Peek, Councilperson - Ward 3
4. Tim Savage, Councilperson – Ward 4
5. Fred Yonker, Old Town Belton Stakeholder

ARTICLE VI

In all elections of Directors of the corporation, each holder of stock shall be entitled to as many votes as shall equal the number of votes which such holder would be entitled to cast for the election of Directors with respect to such holder's shares of stock multiplied by the number of Directors to be elected. The holder of stock may cast all of such votes for a single Director or may distribute them among any two or more Directors as the Stockholder sees fit.

ARTICLE VII

The City in which the corporation shall locate its principal business office is Belton, Missouri.

ARTICLE VIII

The duration of the corporation shall be ninety-nine (99) years following the filing of these Articles.

ARTICLE IX

The corporation is formed for the following lawful purposes:

To acquire, construct, maintain and operate a redevelopment project or development projects in accordance with the provisions of the Urban Redevelopment Corporation Law;

For the clearance, replanning, reconstruction or rehabilitation of blighted areas, and the construction of such industrial, commercial, residential or public structures as may be appropriate, including provisions for recreational and other facilities incidental or appurtenant thereto;

To have a corporate seal which may be altered at pleasure and to use the same by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced;

To purchase, take, condemn, receive, lease or otherwise acquire, own, hold, improve, use and otherwise deal in, sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of any real or personal property, or any interest therein, or other assets, wherever situated; and to hold for any period of time real estate acquired in payment of a debt, by foreclosure or otherwise, or real estate exchanged therefor;

To purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, loan, pledge or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of, other domestic or foreign corporations, associations, partnerships or individuals, or direct or indirect obligations of the United States or of any other government, state, territory, governmental district or municipality or of any instrumentality thereof;

To make contracts and guarantees, including but not limited to guarantees of the capital stock, bonds, other securities, evidences of indebtedness and other debts and obligations issued by any other corporation of this or any other state, or issued by any state or any political subdivision thereof; to incur liabilities; to borrow money at such rates of interest as the corporation may determine without regard to the restrictions of any usury law of this state; to issue its notes, bonds and other obligations; to issue notes or bonds, secured or unsecured, which by their terms are convertible into shares of stock of any class, upon such terms and conditions and at such rates or prices as may be provided in such notes or bonds and the indenture or mortgage under which they are issued; and to secure any of its obligations by mortgage, pledge or deed of trust of all or any of its property, franchises and income;

To invest its surplus funds from time to time and to lend money and to take and hold real and personal property as security for the payment of funds so invested or loaned;

To conduct its business, carry on its operations and have offices within and without this state, and to exercise in any other state, territory, district or possession of the United States, or in any foreign country, the powers granted by these Articles;

To elect or appoint Directors, officers and agents of the corporation, define their duties and fix their compensation, and to indemnify Directors, officers and employees to the extent and in the manner permitted by law;

To make and alter By-Laws, not inconsistent with these Articles of Agreement or with the laws of this State, for the administration and regulation of the affairs of the corporation, and to adopt emergency By-Laws and exercise emergency powers as permitted by law;

To pay pensions and to establish and carry out pension, profit sharing, stock option, stock purchase, stock bonus, retirement benefits and other incentive and compensation plans and trusts for any or all of its Directors, officers and employees;

To provide insurance for its benefit on the life of any of its Directors, officers or employees, or on the life of any Shareholder for the purpose of acquiring at his or her death shares of this corporation's stock owned by such Shareholder;

To cease its corporate activities and surrender its corporate franchise;

To sue and be sued, complain and defend in any court of law or equity;

To be a general or limited partner;

To have and exercise all powers necessary or convenient to affect any or all of the purposes for which the corporation is formed;

To make contributions to any corporation organized for civic, charitable, benevolent, scientific or educational purposes, or to any incorporated or unincorporated association, community chest or community fund not operated or used for profit to its members, but operated for the purposes of raising funds for and distributing funds to other civic, charitable, benevolent, scientific or educational organizations or agencies; and

In general, to carry on any other business in connection with each and all of the foregoing or incidental thereto, and to carry on, transact and engage in any and every lawful business or other lawful thing calculated to be of gain, profit or benefit to the corporation as fully and freely as a natural person might do, to the extent and in the manner, anywhere within and without the state of Missouri, as it may from time to time determine, and to have and exercise each and all of the powers and privileges, either direct or incidental, which are given and provided by or are available under the laws of the state of Missouri in respect of business corporations organized for profit thereunder; provided, however, that the corporation shall not engage in any activity for which a corporation may not be formed under the laws of the state of Missouri.

It is the intention that each of the purposes specified in each of the paragraphs of this Article IX shall be liberally construed as powers and in no way limited or restricted by reference to or inference from the terms of any other paragraph, but that the purposes specified in each of the paragraphs of this Article IX shall be regarded as independent objects, purposes and powers. The enumeration of the specific purposes of this Article IX shall not be construed to restrict in any manner the general objects and purposes of this corporation, nor shall the expression of one thing be deemed to exclude another, although it be of like nature. The enumeration of purposes herein shall not be deemed to exclude or in any way limit by inference any objects and purposes which this corporation has power to exercise, whether expressly or by force of the laws of the state of Missouri, now or hereafter in effect, or implied by any reasonable construction of such laws.

ARTICLE X

Except as otherwise specifically precluded by statute, these Articles of Agreement, or the By-Laws of the corporation, as the same may be adopted or amended from time to time by the Board of Directors or the Shareholders, all powers of management and direct control of the corporation shall be, and hereby are, vested in the Board of Directors.

In addition, the Board of Directors shall have power to make, and from time to time repeal, amend and alter the By-Laws of the corporation; provided, however, that the paramount power to repeal, amend and alter the By-Laws shall always be vested in the Shareholders, which power may be exercised at any annual or special meeting of the Shareholders, by a vote of a majority of the stock issued and outstanding and entitled to vote thereat; provided, however, that the Directors shall thereafter have the power to suspend, repeal, amend or otherwise alter the By-Laws or any portion thereof so enacted by the Shareholders, unless the Shareholders, in enacting such By-Laws or portion thereof, shall otherwise provide.

ARTICLE XI

No contract or other transaction between this corporation and any other firm or corporation shall be affected or invalidated by reason of the fact that any of the Shareholders, Directors or officers of this corporation are interested in or are members, Shareholders, Directors or officers of such other firm or corporation; and any Shareholder, Director or officer of this corporation may, directly or indirectly, be a proprietor, partner, beneficiary of a trust or a party to any contract or transaction of this corporation or in which this corporation is interested, and no such contract, transaction or act of this corporation shall be invalidated or otherwise affected thereby; and each and every person who may become a Shareholder, Director or officer of this corporation is hereby relieved from any liability that might otherwise arise from his contracting with this corporation for the benefit of himself or any person, firm, association or corporation in which he may be in any way interested.

ARTICLE XII

The corporation in its By-Laws may agree to the terms and conditions upon which any Director or officer accepts his or her office or position and may, to the fullest extent permitted by law, as the same may be amended and supplemented, agree to indemnify or advance expenses to any and all persons whom it shall have the power to indemnify or advance expenses under said law for any and all of the expenses, liabilities or other matters referred to in or covered by said law; however, any agreement providing for indemnification or advancement of expenses in the By-Laws shall not be deemed exclusive of any other right or rights to which those so entitled to receive indemnification or advancement of expenses may otherwise possess. Nothing in the preceding sentence shall be deemed to limit the corporation's power to provide indemnification or advancement of expenses in any other manner to the fullest extent permitted by The Urban Redevelopment Corporation Law or by the Missouri General and Business Corporation Law, as the same may be amended and supplemented. The corporation is specifically authorized to provide in its By-Laws or in any other manner the "further indemnity" permitted by Section 351.355(7) of The General and Business Corporation Law of Missouri.

ARTICLE XIII

The corporation reserves the right to alter, amend or repeal any provision contained in these Articles of Agreement in the manner now or hereafter prescribed by the laws of the State of Missouri, and all rights and powers conferred herein are granted subject to this reservation; and, in particular, the corporation reserves the right and privilege to amend its Articles of Agreement from time to time so as to authorize other or additional classes of shares of stock, to increase or decrease the number of shares of stock of any class now or hereafter authorized and to vary the preferences, qualifications, limitations, restrictions and the special or relative rights or other characteristics in respect of the shares of each class, in the manner and upon such minimum vote of the stockholders entitled to vote thereon as may at the time be prescribed or be permitted by the laws of the State of Missouri, or such larger vote as may then be required by the Articles of Agreement of the corporation.

ARTICLE XIV

The corporation has been organized to serve a public purpose; that all real estate acquired by it and all structures erected by it are to be acquired for the purpose of promoting the public health, safety and welfare, and that the stockholders of the corporation shall when they subscribe to and receive the stock thereof, agree that the net earnings of the corporation shall be limited to an amount not to exceed eight percent per annum of the cost to such corporation of the redevelopment project including the cost of the land, or the balances of such cost as reduced by amortization payments; provided, that the net earnings derived from any redevelopment project shall in no event exceed a sum equal to eight percent per annum upon the entire cost thereof. Such net earnings shall be computed after deducting from gross earnings the following:

- (a) All costs and expenses of maintenance and operation;
- (b) Amounts paid for taxes, assessments, insurance premiums and other similar charges;
- (c) An annual amount sufficient to amortize the cost of the entire project at the end of the period, which shall not be more than sixty years from the date of completion of the project.

The development plan may contain provisions satisfactory to the legislative authority authorizing such plan that any surplus earnings in excess of the rate of net earnings provided in this chapter may be held by the corporation as a reserve for maintenance of such rate of return in the future and may be used by the corporation to offset any deficiency in such rate of return which may have occurred in prior years; or may be used to accelerate the amortization payments; or for the enlargement of the project; or for reduction in rentals therein; provided, that any excess of such surplus earnings remaining at the termination of the tax relief granted pursuant to section 353.110 shall be turned over by the corporation to the City of Belton, Missouri, or such other governmental entity for disbursement according to law.

IN WITNESS WHEREOF, the undersigned has executed this instrument this ____ day of March, 2021.

Padraic William Corcoran
Subscriber

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

I, the undersigned, a Notary Public, do hereby certify that on the ____ day of March, 2021, personally appeared before me Padraic William Corcoran, who, being by me first duly sworn, declared that he is the person who signed the foregoing document as subscriber, that the statements contained therein are true, and duly acknowledged the execution of the same.

Notary Public

My commission expires:

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Mr. J. Christopher Lang, MHA, FACHE
Chief Executive Officer
Cass County Regional Medical Center
2800 E. Rock Haven Road
Harrisonville, MO 64701



2. Article Number (Transfer from service label)
9489 0090 0027 6316 5160 95

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
[Signature] Agent Addressee
B. Received by (Printed Name) *[Signature]* C. Date of Delivery *3/10/21*
D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below: No

3. Service Type
 Adult Signature Registered Mail™
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 Certified Mail® Signature Confirmation™
 Certified Mail Restricted Delivery Signature Confirmation Restricted Delivery
 Collect on Delivery Signature Confirmation
 Collect on Delivery Restricted Delivery Signature Confirmation Restricted Delivery
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1. Article Addressed to:
Mr. Gary Mallory, President
Board of Directors
Mt. Pleasant Special Road District
200 Commercial Street
Belton, MO 64012



2. Article Number (Transfer from service label)
9489 0090 0027 6316 5160 64

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1. Article Addressed to:
Dr. Andrew Underwood
Superintendent
Belton School District #124
110 W. Walnut Street
Belton, MO 64012



2. Article Number (Transfer from service label)
9489 0090 0027 6316 5160 57

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324

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Ms. Christie Kessler, Director
Cass County Public Library
400 E Mechanic Street
Harrisonville, Missouri 64701



2. Article Number (Transfer from service label)
9489 0090 0027 6316 5160 88

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1. Article Addressed to:
Mr. Bob Huston
Presiding Commissioner
Cass County Courthouse
102 East Wall Street
Harrisonville, Missouri 64701



2. Article Number (Transfer from service label)
9489 0090 0027 6316 5160 19

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1. Article Addressed to:
Dr. Kimberly Beatty
Chancellor
Metropolitan Community College District
3200 Broadway
Kansas City, Missouri 64111



2. Article Number (Transfer from service label)
9489 0090 0027 6316 5160 33

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1. Article Addressed to:
Mr. Robert Greenwood
Chief Executive Officer
CASCO Area Workshop
1800 Vine
Harrisonville, Missouri 64701



2. Article Number (Transfer from service label)
9489 0090 0027 6316 5160 01

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1. Article Addressed to:
Ms. Andrea Cunningham
City Clerk
City Hall
506 Main Street
Belton, MO 64012



2. Article Number (Transfer from service label)
9489 0090 0027 6316 5160 26

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- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Missouri Director of Revenue
County Tax Section
State Blind Pension Fund
Harry S Truman State Office Building,
301 West High Street
Jefferson City, MO 65101



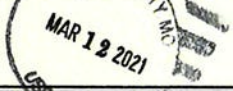
2. Article Number (Transfer from service label)
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SECTION XI

G

BILL NO. 2021-18

ORDINANCE NO.

AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2021 ADOPTED CITY BUDGET.

WHEREAS, on March 10, 2020 under Ordinance No. 2020-09, the City Council approved the Fiscal Year 2021 City Budget and it has been amended previously this year.

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

Section 1. In the Belton Town Centre TIF Fund, # 222 ...

INCREASE the balance by \$70,000 (whole dollars) of Revenue line item, 222-5040-3111500, named Payments In Lieu of Tax.

INCREASE the balance by \$70,000 (whole dollars) of Expenditure line item, 222-5040-4003020, named Contractual Services.

FOR THE PURPOSE OF: Amending the budget to account for additional TIF revenues that were received and transferred at project close out according to the TIF agreement.

Section 2. In the Cedar Tree TIF Fund, # 241 ...

INCREASE the balance by \$50,000 (whole dollars) of Revenue line item, 241-0000-3111501, named Payments In Lieu of Tax.

INCREASE the balance by \$50,000 (whole dollars) of Expenditure line item, 241-0000-4003235, named Expense Allowance.

FOR THE PURPOSE OF: Amending the budget to account for additional TIF revenues that were received and transferred according to the TIF agreement.

Section 3. In the Y Highway Market Place TIF Fund, # 243 ...

INCREASE the balance by \$50,000 (whole dollars) of Revenue line item, 243-0000-3111500, named Payments In Lieu of Tax.

INCREASE the balance by \$50,000 (whole dollars) of Expenditure line item, 243-0000-4003235, named Expense Allowance.

FOR THE PURPOSE OF: Amending the budget to account for additional TIF revenues that were received and transferred according to the TIF agreement.

Section 4. In the Y Belton Plaza - TIF Fund, # 244 ...

INCREASE the balance by \$150,000 (whole dollars) of Revenue line item, 244-0000-3111500, named Payments In Lieu of Tax.

INCREASE the balance by \$150,000 (whole dollars) of Expenditure line item, 244-0000-4003235, named Expense Allowance.

FOR THE PURPOSE OF: Amending the budget to account for additional TIF revenues that were received and transferred according to the TIF agreement.

Section 5. In the Southtowne Plaza - TIF Fund, # 245 ...

INCREASE the balance by \$50,000 (whole dollars) of Revenue line item, 245-0000-3130500, named City Sales Tax.

INCREASE the balance by \$12,500 (whole dollars) of Expenditure line item, 245-0000-4003235, named Expense Allowance.

INCREASE the balance by \$37,500 (whole dollars) of Expenditure line item, 245-5040-4003235, named Expense Allowance.

FOR THE PURPOSE OF: Amending the budget to account for additional TIF revenues that were received and transferred according to the TIF agreement.

Section 6. In the Street Capital Projects Fund, # 445 ...

INCREASE the balance by \$445,000 (whole dollars) of Revenue line item, 445-0000-3672100, named MoDOT cost share.

INCREASE the balance by \$445,000 (whole dollars) of Expenditure line item, 445-5318-4957117, named Construction.

FOR THE PURPOSE OF: Amending the budget to account for the costs expended from the 2019 street bonds.

Section 7. That this ordinance shall be in full force and effect from and after its passage and approval.

READ FOR THE FIRST TIME: March 23rd, 2021

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2021.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 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:	COUNCILMEN:
NOES:	COUNCILMEN:
ABSENT:	COUNCILMEN:

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

SECTION XI

H

ORDINANCE NO. 2021-____

OF

CITY OF BELTON, MISSOURI

PASSED

March __, 2021

**NOT TO EXCEED
\$6,660,000
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS
SERIES 2021**

ORDINANCE

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AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$6,660,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021, OF THE CITY OF BELTON, MISSOURI AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS BY THE CITY.

WHEREAS, the City of Belton, Missouri (the “City”), is a constitutional charter city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City is authorized under the General Obligation Bond Law (as defined herein), to incur indebtedness and issue and sell general obligation bonds of the City to evidence such indebtedness for lawful purposes, upon obtaining the approval of at least four-sevenths of the qualified electors of the District voting on the question to incur indebtedness at a municipal, primary or general election; and

WHEREAS, pursuant to the General Obligation Bond Law, an election was duly held in the City at the municipal election on April 2, 2019 (the “Election”), the City was authorized to issue \$28,000,000 of general obligation bonds (the “Voted Authority”), with \$13,750,000 authorized for the purpose of constructing, reconstructing, extending and improving the streets and roads within the City including any rights-of-way (the “Street Projects”), and \$14,250,000 authorized for the purpose of constructing, reconstructing, extending and improving the City’s storm sewer system, including acquiring any rights-of way (the “Storm Sewer Projects”); and

WHEREAS, on October 8, 2019, the City issued \$20,000,000 of the Voted Authority as the City’s General Obligation Bonds, Series 2019, with \$9,000,000 representing a portion of the bonds authorized for Street Projects and \$11,000,000 representing a portion of the bonds authorized for Storm Sewer Projects; and

WHEREAS, the City will issue all of the remaining Voted Authority for Street Projects pursuant to this ordinance (the “Bond Ordinance”); and

WHEREAS, the City has heretofore issued and has outstanding (among other outstanding series) the following series of general obligation bonds:

<u>Series of Bonds</u>	<u>Amount Outstanding</u>
General Obligation Refunding and Improvement Bonds, Series 2011 (the “Series 2011 Bonds”)	\$1,910,000

WHEREAS, the City desires to refund as soon as possible, all of the Series 2011 Bonds maturing on and after March 1, 2022 (the “Refunded Bonds”) and the City is authorized under the provisions of the

Refunding Bond Law to refund, extend and unify the whole or part of its valid general obligation indebtedness; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants at this time to authorize the issuance and delivery of said bonds pursuant to the Refunding Bond Law and the General Obligation Bond Law for the purposes aforesaid as herein provided;

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Ordinance shall have the following meanings:

“Arbitrage Instructions” means the arbitrage investment and rebate instructions included in the City’s Federal Tax Certificate related to the investment of proceeds of the Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

“Bond Counsel” means Gilmore & Bell, P.C., Kansas City, Missouri, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

“Bond Payment Date” means any date on which principal of or interest on any Bond is payable.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

“Bondowner” or **“Registered Owner”** when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

“Bonds” means the General Obligation Refunding and Improvement Bonds, Series 2021, authorized and issued by the City pursuant to the Ordinance.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“Cede & Co.” means Cede & Co., as nominee name of The Depository Trust Company, New York, New York or any successor nominee of the Securities Depository with respect to the Bonds.

“Certificate of Final Terms” means the certificate by that name relating to the Bonds and executed by the City and the Purchaser.

“City” means the City of Belton, Missouri, and any successors or assigns.

“Code” means the Internal Revenue Code of 1986, as amended.

“Debt Service Fund” means the fund by that name referred to in **Section 501** of this Ordinance.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates;

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; or

(c) Cash.

“Escrow Agent” means UMB Bank, N.A., and any successors or assigns.

“Escrow Agreement” means the Escrow Letter of Instructions from the City to the Escrow Agent related to the refunding of the Refunded Bonds.

“Escrow Fund” means the fund by that name referred to in **Section 501** of this Ordinance.

“Escrowed Securities” means the direct, noncallable obligations of the United States of America, as described in the Escrow Agreement, if any.

“Federal Tax Certificate” means the Federal Tax Certificate executed by the City with respect to the Bonds, as from time to time amended in accordance with the provisions thereof.

“General Obligation Bond Law” means Article VI, Section 26 of the Constitution of Missouri, 1945, as amended and Chapter 95 of the Revised Statutes of Missouri, as amended.

“Interest Payment Date” means the Stated Maturity of an installment of interest on any Bond.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Ordinance” means the Ordinance adopted by the governing body of the City, authorizing the issuance of the Bonds, as amended from time to time.

“Outstanding” means, when used with reference to Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following Bonds:

- (a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of **Section 701** of this Ordinance; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means UMB Bank, N.A., Kansas City, Missouri, and any successors or assigns.

“Permitted Investments” means any of the following securities and obligations, if and to the extent the same are at the time legal for investment of the City’s moneys held in the funds and accounts referred to in Section 501 hereof:

- (a) United States Government Obligations;
- (b) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clause (a) which shall have a market value at all times at least equal to the principal amount of such certificates of deposit or time deposits; and
- (c) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Missouri.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Project” means the construction, reconstruction, extension and improvement of the streets of the City and the acquisition of rights of way as authorized at an election duly held in the City at the municipal election on April 2, 2019.

“Project Fund” means the fund by that name created by **Section 501** of this Ordinance.

“**Purchaser**” means the purchaser selected by the City in accordance with **Section 211** and designated in the Certificate of Final Terms.

“**Record Date**” for the interest payable on the Bonds on any Interest Payment Date means the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“**Redemption Date**” when used with respect to any Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of the Ordinance.

“**Redemption Price**” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of the Ordinance, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“**Refunded Bonds**” means the portion of the Series 2011 Bonds maturing on and after March 1, 2022 identified on **Exhibit E** hereto.

“**Refunding Bond Law**” means Article VI, Section 28 of the Constitution of Missouri, as amended, and Section 108.140 of the Revised Statutes of Missouri, as amended.

“**Replacement Bonds**” means Bonds issued to the beneficial owners of the Bonds in accordance with **Section 209(b)** of this Ordinance.

“**Securities Depository**” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“**Series 2011 Bonds**” means the City’s General Obligation Refunding and Improvement Bonds, Series 2011.

“**Series 2011 Ordinance**” means the ordinance of the City authorizing the issuance of the Series 2011 Bonds.

“**Special Record Date**” means the date fixed by the Paying Agent pursuant to **Section 203** of this **Ordinance** for the payment of Defaulted Interest.

“**Stated Maturity**” when used with respect to any Bond or any installment of interest thereon means the date specified in each Bond as the fixed date on which the principal of such Bond or any installment of interest is due and payable.

“**United States Government Obligations**” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are held in a custodial or trust account for the benefit of the City.

ARTICLE II

AUTHORIZATION OF BONDS AND DOCUMENTS

Section 201. Authorization of Bonds. There shall be issued and hereby are authorized and directed to be issued the City of Belton, Missouri, General Obligation Refunding and Improvement Bonds, Series 2021 in an aggregate principal amount of not to exceed \$6,660,000 (the “Bonds”), for the purpose of (a) financing the costs of the Project, (b) refunding the Refunded Bonds, and (c) paying the costs related to the issuance of the Bonds and the refunding of the Refunded Bonds.

Section 202. Description of Bonds. The Bonds shall consist of fully registered bonds without coupons, numbered from R-1 upward in order of issuance, and shall be issued in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be substantially in the forms set forth in **Exhibit A** attached to the Ordinance, and shall be subject to registration, transfer and exchange as provided in **Section 205** of this Ordinance. All of the Bonds shall be dated their date of delivery, shall become due in the amounts on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities, and shall bear interest at the respective rates per annum, as set forth in the Certificate of Final Terms; provided that (1) the principal amount of the Bonds shall not exceed \$6,660,000, (2) the Bonds shall have a final maturity not later than 2041, (3) the Bonds shall have a weighted average maturity of not less than 11 years and not more than 14 years, (4) the Bonds shall bear interest at various interest rates not to exceed a true interest cost of 2.25% per annum, and (5) the Bonds shall be subject to optional redemption prior to maturity no later than 2028. The final terms of the Bonds shall be specified in the Certificate of Final Terms upon the execution thereof, and the signatures of the officers of the City executing the Certificate of Final Terms shall constitute conclusive evidence of their approval and the City’s approval thereof.

The Bonds shall bear interest at the rates specified in the Certificate of Final Terms (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year, beginning on September 1, 2021.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be in substantially the form set forth in **Exhibit A** attached to the Ordinance.

Section 203. Designation of Paying Agent. UMB Bank, N.A., is hereby designated as the City’s paying agent for the payment of principal of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds (the “Paying Agent”).

The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (1) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (2) causing notice of the appointment of the successor Paying Agent to be given by first class mail to each Bondowner. The Paying Agent may resign upon giving written notice by first class mail to the City and the Registered Owners not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until a successor acceptable to the City has been appointed and has accepted the duties of Paying Agent.

Every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company authorized to do business in the State of Missouri organized and doing business under the laws of the United States of America or of the State of Missouri, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

The Paying Agent shall be paid reasonable fees and expenses for its services in connection therewith.

Section 204. Method and Place of Payment of Bonds. The principal or Redemption Price and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the payment office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by (a) check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register, or (b) in the case of an interest payment to (i) the Securities Depository, or (ii) any Registered Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 5 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account name and account number to which such Registered Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

Section 205. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Paying Agent as herein provided. Each Bond when issued shall be registered in the name of the owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the payment office of the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of the Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by the Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees and expenses of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

The City and the Paying Agent shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** of this Ordinance and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** of this Ordinance.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners whose authority is evidenced to the satisfaction of the Paying Agent.

Section 206. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk and shall have the official seal of the City affixed or imprinted thereon. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor, the City Manager and the Finance Director are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the State Auditor of Missouri as provided by law, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached to the Ordinance, which shall be manually executed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under the Ordinance or be valid or obligatory for any purpose unless and

until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under the Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to or upon the order of the Purchaser upon payment of the purchase price of the Bonds plus accrued interest thereon to the date of their delivery.

Section 207. Mutilated, Destroyed, Lost and Stolen Bonds. If (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Paying Agent, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the City and the Paying Agent may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of the Ordinance equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate describing the Bonds so cancelled and shall file an executed counterpart of such certificate with the City.

Section 209. Book-Entry Bonds; Securities Depository.

(a) The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interest in the Bonds, except in the event the Paying Agent issues Replacement Bonds as provided in subsection (b) hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the beneficial owners as described in subsection (b).

(b) (1) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (2) if the Paying Agent receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner

other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Paying Agent shall notify the Bondowners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (1)(A) or (1)(B) of this subsection (b), the City, with the consent of the Paying Agent, may select a successor securities depository in accordance with **Section 209(c)** of this Ordinance to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository is the registered owner of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the City, the Paying Agent or Bondowners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 209(c)** of this Ordinance, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Bondowners, as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names and addresses of, and the principal amounts owned by, the beneficial owners of the Bonds. The cost of mailing notices, printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the City.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 210. Preliminary and Final Official Statement. The Preliminary Official Statement, in substantially the form on file in the records of the City and attached to the Ordinance as **Exhibit B** is hereby ratified and approved, and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor is hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information regarding the City and the use of the proceeds of the Bonds contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of such Rule.

The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of

Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 211. Notice of Bond Sale and the Sale of the Bonds. The Notice of Bond Sale, in substantially the form on file in the records of the City and attached to the Ordinance as **Exhibit C** is hereby ratified and approved. The Mayor and the City Clerk are hereby authorized to execute the Notice of Bond Sale and the use and public distribution of the Notice of Bond Sale in connection with the offering for public sale of the Bonds is hereby authorized. The Bonds shall be sold at public sale to the Purchaser whose bid is in compliance with **Section 202** hereof and the Notice of Bond Sale circulated for the sale of the Bonds, is not otherwise rejected by the City in accordance with the provisions of the Notice of Bond Sale, and will result in the lowest “true interest cost” as provided in the Notice of Bond Sale, but excluding any interest accrued to the date of delivery. The Bonds shall be sold to the Purchaser at the Purchase Price set forth in the winning bid, as such Purchase Price may be adjusted in connection with issue sizing adjustments made in accordance with the terms of the Notice of Bond Sale. The Mayor is authorized to accept the Purchaser’s winning bid and to execute a Certificate of Final Terms for and on behalf of and as the act and deed of the City, such officer’s signature thereon being conclusive evidence of such official’s and the City’s approval thereof. Delivery of the Bonds shall be made to the Purchaser as soon as practicable after the adoption of this Ordinance and the acceptance of the Purchaser’s bid, upon payment therefor in accordance with the terms of sale.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) At the option of the City, Bonds may be called for redemption and payment, in whole or in part at any time on March 1, 2028 and thereafter at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the redemption date.

(b) The Bonds shall be subject to mandatory sinking fund redemption upon the terms, if any, provided in a bid by the Purchaser in response to the Notice of Bond Sale and set forth in the Certificate of Final Terms.

Section 302. Selection of Bonds to Be Redeemed.

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of written instructions of the City specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. If the Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the City in connection with such refunding shall provide that such written instructions to the Paying Agent shall be given by the escrow agent on behalf of the City not more than 90 days prior to the Redemption Date. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** of this Ordinance are met. The foregoing provisions of this paragraph shall not apply to any mandatory redemption of Bonds hereunder, and Bonds shall be called by the Paying Agent for redemption pursuant to the mandatory redemption requirements (if any) contained in the Certificate of Final Terms without the necessity of any action by the City and whether or not the Paying Agent shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed from

Stated Maturities selected by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and any accrued interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 20 days prior to the Redemption Date to the State Auditor of Missouri, the Purchaser of the Bonds and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification of the Bonds to be redeemed (such identification to include interest rates, maturities, CUSIP numbers and such additional information as the Paying Agent may reasonably determine);
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the payment office of the Paying Agent.

The failure of any Registered Owner to receive notice given as heretofore provided or any defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price)

such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, further notice shall be given by the Paying Agent on behalf of the City as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed.

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Bondowners by first class, registered or certified mail or overnight delivery, as determined by the Paying Agent, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Paying Agent shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Paying Agent, the Securities Depository, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the City payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax. For the purpose of providing for the payment of the Bonds as the same become due, there is hereby levied upon all of the taxable tangible property within the City a direct annual tax sufficient to produce the amounts necessary for the payment of the Bonds as the same become due and payable in each year.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the City are levied and collected. The proceeds derived from said taxes shall be deposited in the Debt Service Fund, shall be kept separate and apart from all other funds of the City and shall be used for the payment of the Bonds as and when the same become due and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the Bonds when due, the finance director is hereby authorized and directed to pay said Bonds out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEYS

Section 501. Establishment of Funds. There have been or shall be established in the treasury of the City and shall be held and administered by the finance director of the City the following separate funds:

- (a) Debt Service Fund.
- (b) Project Fund.

In addition to the funds described above, the Escrow Agreement establishes the Escrow Fund to be held and administered by the Escrow Agent in accordance with the provisions of the Escrow Agreement.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

- (a) From the proceeds of the Bonds, and other legally available funds of the City, an amount that will be sufficient for the payment of the Refunded Bonds when called for redemption, shall be transferred to the Escrow Agent and deposited in the Escrow Fund and applied in accordance with **Section 506** hereof and the Escrow Agreement.
- (b) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Project Fund and shall be applied in accordance with **Section 503**.

Section 503. Application of Moneys in the Project Fund. Moneys in the Project Fund shall be used by the City solely for the purpose of paying the costs of the Project, for which the Bonds have been voted and authorized, as hereinbefore provided, and paying the costs and expenses of issuing the Bonds.

The Finance Director shall make withdrawals from the Project Fund only upon duly authorized and executed order of the governing body of the City therefor certifying that such payment is being made for a purpose within the scope of this Ordinance and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof.

Upon completion of the purpose for which the Bonds have been issued, any surplus remaining in the Project Fund shall be transferred to and deposited in the Debt Service Fund.

Section 504. Application of Moneys in Debt Service Fund. All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the purpose of paying the Bonds as and when the same become due and the usual and customary fees and expenses of the Paying Agent. The finance director is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay the Bonds and the fees and expenses of the Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Registered Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in the Ordinance and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Fund after the retirement of the indebtedness for which the Bonds were issued and all other indebtedness of the City shall be transferred and paid into the General Fund of the City.

Section 505. Deposits and Investment of Moneys. Moneys in each of the funds created by and referred to in the Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions authorized to do business in the State of Missouri that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State of Missouri. All moneys held in the funds created by the Ordinance shall be kept separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

Moneys held in any fund referred to in the Ordinance (with the exception of the Escrow Fund) may be invested by the finance director at the direction of the City Council, in accordance with the Ordinance and the Arbitrage Instructions, in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

Section 506. Nonpresentment of Bonds. If any Bond is not presented for payment when due, if funds sufficient to pay such Bond have been made available to the Paying Agent, all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under the Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the City the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City or the Paying Agent shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 507. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 508. Application of Moneys in the Escrow Fund. Under the Escrow Agreement, the Escrow Agent will apply moneys in the Escrow Fund to purchase the Escrowed Securities and to establish an initial cash balance in accordance with the Escrow Agreement. The cash and Escrowed Securities held in the Escrow Fund will be applied by the Escrow Agent solely to the payment of the Refunded Bonds. All money deposited with the Escrow Agent shall be held in accordance with and subject to all of the provisions contained in the Series 2011 Ordinance, the Ordinance and the Escrow Agreement.

Section 509. Redemption of Refunded Bonds. The Refunded Bonds, in the aggregate principal amount of \$1,910,000, are hereby called for redemption and payment prior to maturity as soon as practical. The Refunded Bonds shall be redeemed at the office of the paying agent on said redemption date by the payment of the principal thereof, together with the accrued interest thereon to the redemption date. In accordance with the requirements of the Series 2011 Ordinance, the City Clerk is hereby directed to cause notice of the call for redemption and payment of the Refunded Bonds to be given in the manner provided in the Series 2011 Ordinance. The officers of the City, the Escrow Agent and the paying agent for said bonds are hereby authorized and directed to take such other action as may be necessary in order to effect the redemption and payment of the Refunded Bonds as herein provided.

ARTICLE VI

REMEDIES

Section 601. Remedies. The provisions of the Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Ordinance or by the constitution and laws of the State of Missouri;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoy any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 602. Limitation on Rights of Bondowners. The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in the Ordinance. No one or more Bondowners secured hereby shall have any right in any manner whatever by his

or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Bondowners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Bondowner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by the Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Bondowner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Bondowner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondowners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in the Ordinance and the pledge of the City's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of the Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company authorized to do business in the State of Missouri and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the Bonds to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (1) the City has elected to redeem such Bonds, and (2) either notice of such redemption has been given, or the City has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with **Section 303** of this Ordinance. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of the Ordinance.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. Tax Covenants.

(a) The City covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Bonds, and (2) it will not use or permit the use of any proceeds of Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, which would adversely affect the exclusion from federal gross income of the interest on the Bonds or the Refunded Bonds. The City will also adopt such other ordinances and take such other actions as may be necessary to comply with the Code and with other applicable future laws, regulations, published rulings and judicial decisions, to the extent any such actions can be taken by the City, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The City covenants and agrees that (1) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The City covenants and agrees that it will pay or provide for the payment from time to time of all rebatable arbitrage to the United States pursuant to Section 148(f) of the Code and the Arbitrage Instructions. This covenant shall survive payment in full or defeasance of the Bonds. The Arbitrage Instructions may be amended or replaced if, in the opinion of Bond Counsel nationally recognized on the subject of municipal bonds, such amendment or replacement will not adversely affect the exclusion from federal gross income of the interest on the Bonds.

(d) The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, (1) in a manner that would cause any Bond or the Refunded Bonds to be a “private activity bond” within the meaning of Section 141(a) of the Code, or (2) to make or finance a loan to any Person.

(e) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article VII** of this Ordinance or any other provision of the Ordinance, until the final maturity date of all Bonds Outstanding.

Section 802. Annual Audit. Annually, promptly after the end of the fiscal year, the City will cause an audit to be made of its funds and accounts for the preceding fiscal year by an independent public accountant or firm of independent public accountants.

Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Registered Owner. A duplicate copy of the audit shall be submitted electronically to the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access (EMMA) system in accordance with the Continuing Disclosure Certificate executed by the City in connection with the issuance of the Bonds.

As soon as possible after the completion of the annual audit, the governing body of the City shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of the Ordinance, the City shall promptly cure such deficiency.

Section 803. Amendments. The rights and duties of the City and the Bondowners, and the terms and provisions of the Bonds or of the Ordinance, may be amended or modified at any time in any respect by ordinance of the City with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment due upon any Bond;
- (b) effect a reduction in the amount which the City is required to pay on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of the Ordinance.

Any provision of the Bonds or of the Ordinance may, however, be amended or modified by ordinance duly adopted by the governing body of the City at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Bondowners, the City may amend or supplement the Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the security of the Bondowners.

Every amendment or modification of the provisions of the Bonds or of the Ordinance, to which the written consent of the Bondowners is given, as above provided, shall be expressed in an ordinance adopted by the governing body of the City amending or supplementing the provisions of the Ordinance and shall be deemed to be a part of the Ordinance. A certified copy of every such amendatory or supplemental ordinance, if any, and a certified copy of the Ordinance shall always be kept on file in the office of the City Clerk, and shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by the Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or of the Ordinance will be sent by the City Clerk to any such Bondowner or prospective Bondowner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the ordinance of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or the Ordinance which affects the duties or obligations of the Paying Agent under the Ordinance.

Section 804. Notices, Consents and Other Instruments by Bondowners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing

any such agent and of the ownership of Bonds (except for the assignment of ownership of a Bond as provided for in the form of the Bond set forth in **Exhibit A** attached to the Ordinance), if made in the following manner, shall be sufficient for any of the purposes of the Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under the Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under the Ordinance, except that, in determining whether the Bondowners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Bondowners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Bondowners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

Section 805. Governing Law. The Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 806. Electronic Transaction. The City agrees that the transaction described in the Ordinance may be conducted and related documents may be sent, received and stored by electronic means.

Section 807. Further Authority. The officers of the City, including the Mayor, the City Manager, Finance Director and City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 808. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 809. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the City Council and approval by the Mayor.

[remainder of page intentionally left blank]

READ FOR THE FIRST TIME: MARCH 23, 2021

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2021.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2021, and thereafter adopted as Ordinance No. 2021-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2021, after the second reading thereof by the following vote, to-wit:

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

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

**EXHIBIT A
TO ORDINANCE**

(FORM OF BONDS)

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**Registered
No. R-__**

**Registered
\$ _____**

**CITY OF BELTON, MISSOURI
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND
SERIES 2021**

Interest Rate Maturity Date Dated Date CUSIP Number

_____ 2021

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF BELTON, MISSOURI, a constitutionally chartered city and political subdivision of the State of Missouri (the “City”), for value received, hereby acknowledges itself to be indebted and promises to pay to the registered owner shown above, or registered assigns, the principal amount shown above on the maturity date shown above unless called for redemption prior to said maturity date, and to pay interest thereon at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year, beginning on September 1, 2021, until said principal amount has been paid.

The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption by check or draft to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the payment office of **UMB Bank, N.A.**, Kansas City, Missouri (the “Paying Agent”). The interest payable on this Bond on any interest payment date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Paying Agent at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the interest payment date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or (b) in the case of an interest payment to the Securities Depository or any Registered Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice given to the Paying Agent by such Owner, not less than 5 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account name and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of bonds of the City designated “General Obligation Refunding and Improvement Bonds, Series 2021” aggregating the principal amount of \$ _____ (the “Bonds”), issued by the City for the purpose of providing funds for the Project and the refunding the Refunded Bonds and paying the costs associated with the issuance of the Bonds and the refunding of the Refunded Bonds, under the authority of and in full compliance with the constitution and laws of the State of Missouri, and pursuant to an ordinance duly passed (the “Ordinance”) and proceedings duly and legally had by the governing body of the City. Capitalized terms not defined herein shall have the meanings set forth in the Ordinance.

At the option of the City, Bonds or portions thereof may be redeemed and paid prior to maturity on March 1, 2028, and thereafter as a whole or in part at any time at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the redemption date.

[The Bonds maturing in the years 20__ and 20__ (the “Term Bonds”) will be subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements set forth in the Certificate of Final Terms at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date.]

Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed from Stated Maturities selected by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first class mail at least 20 days prior to the redemption date to the State Auditor of Missouri, the original purchaser of the Bonds and each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds constitute general obligations of the City payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the Bonds as the same become due.

The Bonds are issuable in the form of fully registered Bonds without coupons in denominations of \$5,000 or any integral multiple thereof.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued. The book-entry system will evidence positions held in the Bonds by the Securities Depository’s participants, beneficial ownership of the Bonds in authorized denominations pursuant to the Ordinance being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of payments to participants of the Securities Depository,

and transfer of payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments on this Bond shall be made in accordance with existing arrangements among the City, the Paying Agent and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE, THIS BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the payment office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payments due hereon and for all other purposes.

The proceedings relating to the issuance of the Bonds have been presented to and filed with the State Auditor of Missouri, who has examined the same and has issued a certificate that such proceedings comply with the laws of the State of Missouri and that the conditions of the Ordinance under which the Bonds were ordered to be issued have been complied with.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bonds have been done and performed and do exist in due and regular form and manner as required by the constitution and laws of the State of Missouri; that a direct annual tax upon all taxable tangible property situated in the City has been levied for the purpose of paying the Bonds when due; and that the total indebtedness of the City, including this Bond and the series of which it is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the **CITY OF BELTON, MISSOURI,** has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed or imprinted hereon.

CERTIFICATE OF AUTHENTICATION

CITY OF BELTON, MISSOURI

This Bond is one of the Bonds
of the issue described in the
within-mentioned Ordinance.

Registration Date: _____

By: _____
Mayor

UMB BANK, N.A., (Seal)
Paying Agent

ATTEST:

By _____
Authorized Signatory

City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of the Bonds:

GILMORE & BELL
A Professional Corporation
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

City of Belton, Missouri
Belton, Missouri

[PURCHASER]

Re: \$6,660,000 City of Belton, Missouri General Obligation Refunding and Improvement Bonds, Series 2021

Ladies and Gentlemen:

We have acted as bond counsel to the City of Belton, Missouri (the “City”) in connection with the issuance of the above-captioned bonds (the “Bonds”), pursuant to an Ordinance adopted by the governing body of the City (the “Ordinance”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance.

We have examined the law and such certified proceedings and other documents as we deem necessary to render this opinion. As to questions of fact material to our opinion we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Bonds have been duly authorized, executed and delivered by the City and are valid and legally binding general obligations of the City.
2. The Bonds are payable as to both principal and interest from ad valorem taxes that may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The City is required by law to include in its annual tax levy the principal and interest coming due on the Bonds to the extent that necessary funds are not provided from other sources.
3. The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) (i) is excludable from gross income for federal and Missouri income tax purposes and (ii) is not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions

set forth in this paragraph are subject to the condition that the City complies with all requirements of the Internal Revenue Code of 1986, as amended (the “Code”), that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal and Missouri income tax purposes. The City has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Bonds to be included in gross income for federal and Missouri income tax purposes retroactive to the date of issuance of the Bonds. The Bonds are “qualified tax-exempt obligations” within the meaning of Section 265(b) of the Code.

We express no opinion regarding the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds. Further, we express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth in this opinion.

The rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Very truly yours,

GILMORE & BELL, P.C.

**EXHIBIT B
TO ORDINANCE**

PRELIMINARY OFFICIAL STATEMENT

**EXHIBIT C
TO ORDINANCE**

NOTICE OF BOND SALE

**EXHIBIT D
TO ORDINANCE**

IDENTIFICATION OF REFUNDED BONDS

Series 2011 Refunded Bonds

<u>Maturity March 1</u>	<u>Principal Amount</u>
2022	\$35,000
2023	40,000
2024	55,000
2025	60,000
2026	60,000
2027	65,000
2028	340,000
2029	375,000
2030	420,000
2031	460,000

SECTION XI

I

R2021-19

A RESOLUTION AUTHORIZING THE CITY COUNCIL OF BELTON, MISSOURI TO APPOINT RONALD PEEK, MARSHA VEST, AND DIANE HUCKSHORN AS DIRECTORS OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF BELTON, MISSOURI.

WHEREAS, the City Council of the City of Belton, Cass County, Missouri, have heretofore authorized the formation of an Industrial Development Corporation in the City of Belton, Missouri, in accordance with Chapter 349 of the Missouri Revised Statutes; and

WHEREAS, section 349.045, RSMO, as amended, provides that the City Council shall provide for the appointment and reappointment of individuals to serve as Directors of the aforementioned said Authority; and

WHEREAS, Holly Girgin has resigned from the Industrial Development Authority and her term expires March 27, 2021; and

WHEREAS, Ronald Peek is hereby appointed to serve on the Industrial Development Authority until March 27, 2027; and

WHEREAS, Paul Fyffe has resigned from the Industrial Development Authority and his term expires March 27, 2021; and

WHEREAS, Marsha Vest is hereby appointed to serve on the Industrial Development Authority until March 27, 2027; and

WHEREAS, Steven Deere has resigned from the Industrial Development Authority and his term expires March 27, 2022; and

WHEREAS, Diane Huckshorn is hereby appointed to serve on the Industrial Development Authority to fulfil the unexpired term of Steven Deere until March 27, 2022.

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

SECTION 1. That the following named individuals constitute the Directors of the Industrial Development Authority, being appointed for six (6) year terms, or until their successor(s) is duly appointed:

<u>NAME</u>	<u>TERM</u>
Diane Huckshorn	March 27, 2022
Robert Henderson	March 27, 2023
Todd Christy	March 27, 2023

Ronald Peek
Marsha Vest

March 27, 2027
March 27, 2027

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 23rd day of March, 2021.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 23rd day of March, 2021, and adopted at a regular meeting of the City Council held the 23rd day of March, 2021 by the following vote, to-wit:

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

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



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

Date 3-5-2021

*Board/Commission of interest INDUSTRIAL DEVELOPMENT AUTHORITY

*Name RONALD L. PECK

*Phone# 816-918-5113

*Home Address 503 LONDON WAY
BELTON, MO 64012

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

Yes No

*E-mail TOPWTR1@GMAIL.COM

Length of residence in Belton 70 YEARS

Why are you interested in serving on this Board or Commission? TO HELP
GUIDE THE CITY IN A POSITIVE DIRECTION

List other service on local boards or commission: ENHANCE ENTERPRISE
ZONE BOARD

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

Signature: 

*Required information



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

Date 3-1-2021

*Board/Commission of interest IDA

*Name Marsha M. Vest

*Phone# 816-536-2369

*Home Address 501 London Way
Belton, MO 64012

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

Yes No

*E-mail pubpeb@yahoo.com

Length of residence in Belton 1972-1986 & 2013 Present

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

I was asked by my neighbor, Lorrie Peck. I enjoy
being involved in my community.

List other service on local boards or commission: I'm am currently on
the PSST committee as well as the Planning
Commission.

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

I went to school in Belton - graduated in
1979. My parents have lived here for almost
50 years. I'm a retired teacher (34 years)

Signature: Marsha M. Vest

*Required information



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

Date 3-3-21

*Board/Commission of interest I. D. A.

*Name Diane Huckshorn

*Phone# 816-331-2420

*Home Address 16614 Kentucky Rd.

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

Yes No

*E-mail chamberbelton@gmail.com

Length of residence in Belton 31 years

Why are you interested in serving on this Board or Commission? Building my community as a concerned & engaged citizen, and, as the Chamber Director helping our businesses and members grow - both present and future.

List other service on local boards or commission: Charter Review Commission - Cass County Coalition of Chambers - Ford NGL Convening Organization - Cass County Workforce Development -

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

Downtown Belton Main Street, Inc. - Belton Chamber of Commerce Executive Director

Signature: Diane Huckshorn

*Required information