CITY OF BELTON
CITY COUNCIL
REGULAR MEETING
TUESDAY, SEPTEMBER 26, 2017 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA

I. CALL REGULAR MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE – Councilman Peek

III. ROLL CALL

IV. 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 September 12, 2017, City Council Public Hearing and Regular Meeting.**

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V. PERSONAL APPEARANCES

A. Calvary University, Dr. Christopher Cone (15800 Calvary Rd) – request to rename a portion of Bong Avenue.

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B. Ken Anderson (1602 E 171st Street) – large water users/rates.

PRESENTATION – APWA Public Works Department Reaccreditation

VI. ORDINANCES

A. Motion approving final reading of Bill No. 2017-82:
An ordinance approving a public service agreement with Oats, Inc at a rate of $2,106 for a 12 month term.

B. Motion approving final reading of Bill No. 2017-83:
An ordinance approving a Tips Hotline contract with the Kansas City Metropolitan Crime Commission.

Copies of the proposed ordinances & resolutions are available for public inspection at the City Clerk's office, 506 Main Street, Belton, MO. 64012.

C. Motion approving final reading of Bill No. 2017-84:
An ordinance approving the petition for and establishing the Fairfield Inn Community Improvement District.

D. Motion approving final reading of Bill No. 2017-85:
An ordinance approving a cooperative agreement by and among the City of Belton, Missouri, Fairfield Inn Community Improvement District, and Salina Hotel Corporation.

E. Motion approving final reading of Bill No. 2017-86:
An ordinance approving a plan for an industrial development project for Salina Hotel Corporation; authorizing the issuance of taxable industrial revenue bonds (Fairfield Inn & Suites project), in an amount not to exceed $7,746,700 for the purpose of purchasing and constructing a facility for use as a hotel to be operated as a commercial project within the City; and authorizing certain documents and action in connection therewith.

F. Motion approving first reading of Bill No. 2017-87:
An ordinance authorizing the City of Belton, Missouri through its municipal court to approve the license and services agreement with Tyler Technologies, Inc. to purchase Brazos eCitation mobile application software.

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G. Motion approving both readings of Bill No. 2017-88:
An ordinance of the City of Belton, Missouri, approving a special waste service agreement for non-hazardous waste with Republic Services for sludge disposal.

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H. Motion approving both readings of Bill No. 2017-89:
An ordinance authorizing and approving the Markey Parkway access and connection agreement between Grace Property and Investment, Inc., and the City of Belton, Missouri to issue a special right-of–way access permit under the terms and conditions of this agreement for the Masters Transportation location at 800 Quik Trip Way.

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VII. RESOLUTIONS

A. Motion approving Resolution R2017-39:
A resolution supporting the North Scott corridor overlay district and guidelines, and directing the Planning Commission to initiate public hearings to amend the Unified Development Code and comprehensive plan to allow adoption of the plan in the City of Belton, Missouri.

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Copies of the proposed ordinances & resolutions are available for public inspection at the City Clerk's office, 506 Main Street, Belton, MO. 64012.

B. Motion approving Resolution R2017-40:
A resolution authorizing the offering for sale of general obligation bonds for the benefit of the City of Belton, Missouri.

Sid Douglas with Gilmore Bell will present

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C. Motion approving Resolution R2017-41:
A resolution approving the Markey Road dedication sign memorandum of understanding between the City of Belton, Missouri and Christie Development Associates for the purchase and perpetual maintenance of the dedication sign honoring the generous donation of land by 58-71 Limited Partnership General Partners for street right-of-way now comprising the Towne Center Drive and Markey Parkway and installation coordinated by Blake Reed for his Eagle Scout project.

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D. Motion approving Resolution R2017-42:
An resolution providing an endorsement of Tradition Villas by Sallee Development and providing a letter of support to the Missouri Housing Development Commission for a senior housing community in the City of Belton, Cass County, Missouri.

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VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR'S COMMUNICATIONS

X. CITY MANAGER'S REPORT

XI. MOTIONS

XII. OTHER BUSINESS

XIII. ADJOURN

Copies of the proposed ordinances & resolutions are available for public inspection at the City Clerk's office, 506 Main Street, Belton, MO. 64012.

SECTION IV
A

MINUTES OF THE
BELTON CITY COUNCIL
PUBLIC HEARING AND REGULAR MEETING
SEPTEMBER 12, 2017
CITY HALL ANNEX
520 MAIN STREET
BELTON, MISSOURI

Mayor Davis called the public hearing to order at 7:00 P.M.

The public hearing was held pursuant to the requirements of Section 67.1421 of the Revised Statutes of Missouri to receive public input on the establishment of the Fairfield Inn Community Improvement District.

Rich Wood from Gilmore and Bell presented 6 exhibits into the record regarding the proposed Community Improvement District (CID). There are two incentives being proposed – Chapter 100 bonds and a CID. The Chapter 100 bonds will provide a sales tax exemption on building construction materials. It will run approximately from 2017-2019. When the project is complete the bonds will terminate. The CID will be a 1% sales tax within the boundary of the district. This will pay for the access drive to North Mullen Road and the upkeep. The City will have two members on the CID board. Shamir Bhakta with the Salina Hotel Group said the access drive will cost approximately $179,000 to construct and $7,000/year to maintain. If there are remaining funds, they will be used within the boundary of the district for public improvements. Councilman Trutzel said he appreciated the Salina Hotel Group using Chapter 100 bonds instead of a taxing district.

Being no additional public input, the public hearing was declared closed at 7:12 P.M.

Mayor Davis called the regular meeting to order at 7:12 P.M.

Councilman Peek led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Jeff Davis, Councilmen Ryan Finn, Jeff Fletcher, Gary Lathrop, Chet Trutzel, Lorrie Peek, Tim Savage, and Dean VanWinkle; Absent: Councilman Bob Newell. Also present: Sheila Ernzen, Finance Director, and Andrea Cunningham, Executive Secretary.

CONSENT AGENDA:

Mayor Davis mentioned, before the Consent Agenda is approved, the word "each" was omitted from consent agenda item E. Item E should read **"...two (2) 2018 Ford Police Interceptor utility vehicles for $28,760.00 *each* from Dick Smith Ford..."**

Councilman Savage moved to approve the consent agenda consisting of a motion to approve the minutes of the August 22, 2017, City Council regular meeting; a motion approving the purchase of a 2017 Ford F250 3/4 Ton, Regular Cab, 4 x 4, from Blue Springs Ford in Blue Springs, MO for $25,542.00 and approving the equipment purchase for this vehicle specifically to install a truck side mount and wiring for Boss V Snowplow from American Equipment Company in Kansas City, MO for $1,475.30 for a total purchase price of $ 27,017.30 for the street department. Upon the replacement, approving

the disposal/sale of the current Truck #32, 1998 Ford F150 ½ Ton, through Affiliated Auctioneers; a motion approving the purchase of a 2017 New Dynapac CC 1300 Double Drum Asphalt Roller for $49,750.00 with a trade-in allowance for the 2007 Ingersoll Rand DD38HF Asphalt Roller for $10,000.00 from Rex Spencer Equipment Company in Belton, MO for a total purchase price of $ 39,750.00 for the street department; a motion approving the purchase of a new base service from SHI in the amount of $11,242.93 for the police department computer system a motion approving the purchase of two (2) 2018 Ford Police Interceptor sedans for $25,860.00 each and two (2) 2018 Ford Police Interceptor utility vehicles for $28,760.00 *each* from Dick Smith Ford for a total of $109,240.00 for the police department. Councilman Lathrop seconded. All present voted in favor. Councilman Newell absent. Consent agenda approved.

ORDINANCES:

Andrea Cunningham, Executive Secretary, gave the final reading of Bill No. 2017-79: **An ordinance of the City of Belton, Missouri authorizing and approving a single contract with Ady Advantage that includes strategic planning and city visioning as follows: strategic planning for Economic Development, $24,750 ($39,750) and City visioning/strategic planning, $8,500.** Presented by Councilman Trutzel, seconded by Councilman Savage. The Council was polled and the following vote recorded; Ayes: 8, Councilmen VanWinkle, Fletcher, Trutzel, Lathrop, Peek, Finn, Savage, Mayor Davis; Noes: None; Absent: 1, Councilman Newell. Bill No. 2017-79 was declared passed and in full force and effect as Ordinance No. 2017-4378 subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2017-80: **An ordinance approving a final plat of Fairfield Inn Belton, a 5.62-acre tract of land, a subdivision of lots 1 and 2, Fairfield Inn Belton, North Mullen Road, City of Belton, Cass County, Missouri.** Presented by Councilman Lathrop, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Fletcher, Savage, Lathrop, Mayor Davis, Councilmen Finn, Peek, VanWinkle, Trutzel; Noes: None; Absent: 1, Councilman Newell. Bill No. 2017-80 was declared passed and in full force and effect as Ordinance No. 2017-4379 subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2017-81: **An ordinance authorizing the City of Belton, Missouri through its Police Department to renew a maintenance/service contract for telephone hardware maintenance and replacement with Dice Communications.** Presented by Councilman Peek, seconded by Councilman Savage. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Trutzel, Fletcher, Lathrop, Peek, Savage, Mayor Dais, Councilmen VanWinkle, Finn; Noes: None; Absent: 1, Councilman Newell. Bill No. 2017-81 was declared passed and in full force and effect as Ordinance No. 2017-4380 subject to Mayoral veto.

Ms. Cunningham read Bill No. 2017-82: **An ordinance approving a public service agreement with Oats, Inc at a rate of $2,106 for a 12 month term.** Presented by Councilman Trutzel, seconded by Councilman Peek. Vote on the first reading was recorded with all present voting in favor. Councilman Newell absent. First reading passed.

Ms. Cunningham read Bill No. 2017-83: **An ordinance approving a Tips Hotline contract with the Kansas City Metropolitan Crime Commission.** Presented by Councilman Savage, seconded by Councilman Peek. Police Chief Person said this is an annual contract. Vote on the

first reading was recorded with all present voting in favor. Councilman Newell absent. First reading passed.

Ms. Cunningham read Bill No. 2017-84: **An ordinance approving the petition for and establishing the Fairfield Inn Community Improvement District.** Presented by Councilman Lathrop, seconded by Councilman Trutzel. Vote on the first reading was recorded with all present voting in favor. Councilman Newell absent. First reading passed.

Ms. Cunningham read Bill No. 2017-85: **An ordinance approving a cooperative agreement by and among the City of Belton, Missouri, Fairfield Inn Community Improvement District, and Salina Hotel Corporation.** Presented by Councilman Lathrop, seconded by Councilman Peek. Vote on the first reading was recorded with all present voting in favor. Councilman Newell absent. First reading passed.

Ms. Cunningham read Bill No. 2017-86: **An ordinance approving a plan for an industrial development project for Salina Hotel Corporation; authorizing the issuance of taxable industrial revenue bonds (Fairfield Inn & Suites project), in an amount not to exceed $7,746,700 for the purpose of purchasing and constructing a facility for use as a hotel to be operated as a commercial project within the City; and authorizing certain documents and action in connection therewith.** Presented by Councilman Trutzel, seconded by Councilman Peek. Vote on the first reading was recorded with all present voting in favor. Councilman Newell absent. First reading passed.

RESOLUTIONS:

Ms. Cunningham read Resolution R2017-36: **A resolution of the Belton, Missouri City Council providing a procedure and schedule for establishing the Charter Review Commission as required by Section 15.8 of the Belton City Charter.** Presented by Councilman Savage, seconded by Councilman Peek. Vote on the first reading was recorded with all present voting in favor. Councilman Newell absent. First reading passed.

Ms. Cunningham read Resolution R2017-37: **A resolution of the Belton City Council appointing members to the Board of Directors of the Belton/Raymore Interchange Transportation Development District.** Presented by Councilman Trutzel, seconded by Councilman Peek. Vote on the first reading was recorded with all present voting in favor. Councilman Newell absent. First reading passed.

Ms. Cunningham read Resolution R2017-38: **A resolution of the City of Belton, Missouri authorizing and approving Task Agreement No. 9 with Olsson Associates for engineering services related to the Vicie Avenue culvert replacement in the amount of $13,871.00.** Presented by Councilman VanWinkle, seconded by Councilman Trutzel. Michael Doi, Public Works Director, said this resolution approves the design services. Once design is done, it will come back to the Council for approval of the repair. Olsson Associates said the culverts need to be redesigned to handle an increase in water. It will be a box culvert. Councilman Lathrop asked how long it will take to repair. Mr. Doi said the plan is to have it finished by winter. Vote on the first reading was recorded with all present voting in favor. Councilman Newell absent. First reading passed.

CITY COUNCIL LIAISON REPORTS:

Councilman Trutzel reported the Public Works Department recently completed reaccreditation with high honors. The City will be submitting for a grant for the composting/sludge program. Autumn Woods is completing their curbs and gutters. Turner Road is being graded. Carnegie Village is finishing up their project. The new Dollar General on N Scott, the Traditions project, and the Nexus Trail are all coming along. 155th Street is nearly complete. There was some work done on the East Pacific storm water drain. There are some redevelopment options being discussed on the old Price Chopper building. The Public Works Department is also talking with Grandview on an alternate water source.

Councilman Peek reported the Park Department is hosting Dash for the Dog Park, 5K/10K and Dog Fun Run, September 23, 2017. Everyone is welcome. Oktoberfest will be September 30 at Memorial Park.

MAYOR'S COMMUNICATIONS:

There were 116 separate complaints on the flooding. Mr. Doi reported we had over 10" rain.

Remember to pray for the people effected by the recent Texas and Florida flooding.

September 25 will be the Chamber of Commerce golf tournament at Loch Lloyd.

There is a POW/MIA event on September 16 at Memorial Park.

CITY MANAGER'S REPORT:

Alexa Barton is out of the office. Sheila Ernzen, Finance Director and acting City Manager, reported about the upcoming strategic planning meetings with Ady Advantage. We're trying for December 1-2 to meet with staff and city council; Carolyn is working on scheduling businesses in Belton to meet on November 30. Alexa is aware two of the councilmen are not available during this time. The two alternative dates presented are November 28-29 and December 15-16. Unfortunately, the businesses already have Nov. 30 on their calendars. We will let you know what's decided.

Carolyn Yatsook, Economic Development Director, thanked Downtown Belton Main Street, Inc for a great fall festival. There was a great crowd and great entertainment.

OTHER BUSINESS:

Chief Person reported Dave Kocourek passed away. He was a reserve officer from 1967-2015 and worked in the municipal court. His funeral service will be in Grandview on September 23.

Councilman Lathrop moved to adjourn at 7:40 P.M. Councilman Peek seconded. All present voted in favor. Councilman Newell absent. Meeting adjourned.

Andrea Cunningham, Executive Secretary

Jeff Davis, Mayor

SECTION V
A

CALVARY UNIVERSITY

To: The Belton City Council
From: Dr. Christopher Cone, President, Calvary University
Re: Request to rename a portion of Bong Avenue
Date: 9/20/2017

Dear City Council,

More than a year ago, Calvary University purchased the property located on the SW corner of Bong and Westover. When we first began discussions with the City about possibly relocating our headquarters to Belton, we expressed the importance of changing the name of a small portion of Bong Avenue.

In those discussions, I personally educated a number of City of Belton personnel on the history and importance of Major Richard Bong. In that discussion I expressed that Calvary University greatly appreciated his contribution in serving our Country, and we brought that appreciation to City personnel, creating an awareness that was not there previously.

We also explained that because of an unfortunate connection in name to drug paraphernalia, we couldn't operate a Student Life Center or other major university buildings with that street address. There was, among City personnel in that discussion, **unanimous agreement** with our sentiments. We discussed renaming **only the westernmost portion** of the street to Calvary Way, a name that would open the door for Calvary University to market its presence in Belton. We talked with the City of Kansas City, and they unanimously agreed (though they acknowledged that the City of Belton would have to formally agree, since Belton has half-ownership of the street). We talked with our next door neighbor (Heart and Soul Ministries), and the only other entity sharing this particular portion of the street with us and they affirmed their support for a name change.

But in light of the City's most recently expressed concern, we thought it more appropriate to request that the small Western portion of Bong Avenue be renamed **Warrior Way.** That name complements the military legacy of the area, and allows a street address fitting for the Calvary Warriors' 85-year heritage in the community.

Formally, I request of the Belton City Council that the westernmost section of Bong Avenue be renamed Warrior Way, and that the larger two sections east of Westover remain Bong Avenue, in honor of one of the United States Air Forces' – and Wisconsin's – greatest airborne warriors. We thank you, for your consideration in this matter. (Please see next page for graphic illustration.)

With appreciation,

Christopher Cone, Th.D, Ph.D, Ph.D
President, Calvary University

Current:

Proposed: (Circled area only is the proposed section for renaming)

SECTION VI
F

BILL NO. 2017-87 **ORDINANCE NO. 2017-**

AN ORDINANCE AUTHORIZING THE CITY OF BELTON, MISSOURI THROUGH ITS MUNICIPAL COURT TO APPROVE THE LICENSE AND SERVICES AGREEMENT WITH TYLER TECHNOLOGIES, INC. TO PURCHASE BRAZOS eCITATION MOBILE APPLICATION SOFTWARE.

WHEREAS, the City of Belton, Missouri through its Municipal court has had electronic ticketing software with Advanced Public Safety since 2004; and

WHEREAS, the Advanced Public Safety electronic ticket writing software is no longer supported and as a result requires a replacement for the current software; and

WHEREAS, Tyler Technologies is a current vendor for the Municipal court and has a positive past history of implementation, interface and conversion between the Municipal Court and Police Department's Records Management systems; and

WHEREAS, the funding source for this software replacement has been approved in the Municipal Court's FY2018 Capital Outlay budget in the amount of $43,000.00; and

WHEREAS, the City Council believes this purchase and agreement is in the best interest of the City and its Municipal Court operations.

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

Section 1. That the City Council hereby authorizes and approves the License and Services Agreement between the City of Belton, Missouri through its Municipal Court and Tyler Technologies, Inc.

Section 2. That the City Manager is authorized to sign the License and Services Agreement on behalf of the City of Belton, MO.

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

Section 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby

READ FOR THE FIRST TIME: September 26, 2017

READ FOR THE SECOND TIME AND PASSED:

_____

Mayor Jeff Davis

Approved this ____day of _____, 2017

_____
Mayor Jeff Davis

ATTEST:

_____
Patricia A. Ledford, City Clerk
Of the City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and the foregoing ordinance was regularly introduced for the first reading at a meeting of the City Council held on the 26th day of September, 2017, and thereafter adopted as Ordinance No. 2017-_____ of the City of Belton, Missouri, at the regular meeting of the City Council held on the _____ day of _____, 2017, after the second reading thereof by the following:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

_____
Patricia A. Ledford, City Clerk
Of the City of Belton

CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE:
ASSIGNED STAFF: Laura Ellis
DEPARTMENT: Municipal Court

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

☒ Ordinance	☐ Resolution	☐ Consent Item	☐ Change Order
☐ Agreement	☐ Discussion	☐ FYI/Update	☐ Other
☐ Motion			

ISSUE/REQUEST: The Municipal Court is requesting the approval of the license and services agreement between the City of Belton, MO and Tyler Technologies, Inc. to purchase an electronic ticket writing software replacement in the amount of $43,000.00 .

PROPOSED CITY COUNCIL MOTION: An Ordinance authorizing the City of Belton, Missouri through its Municipal Court to authorize and approve the license and services agreement to purchase replacement electronic ticket writing software through Tyler Technologies, Inc. in the amount of $43,000.00

BACKGROUND: (*including location, programs/departments affected, and process issues)*
The electronic ticket writing software version we are currently using is no longer supported by the current vendor Advanced Public Safety and is having reliability issues, legislative required upgrades cannot be performed. Currently there is no maintenance contract between the City of Belton and the current vendor, Advanced Public Safety. The quote is from Tyler Technologies, Inc., with whom we have had our current court software and hardware since 1996.

IMPACT / ANALYSIS:

Money was allocated for the purchase of the software replacement for the electronic ticket writing software in the FY2018 Capital Outlay budget. This expenditure is within budget.

FINANCIAL IMPACT

Contractor:	Tyler Technologies
Amount of Request/Contract:	$43,000.00
Amount Budgeted:	$43,000.00
Funding Source:	Electronic Ticketing Solution 010-4400-495-7400
Additional Funds	
Funding Source	
Encumbered:	$
Funds Remaining:	$

TIMELINE	Start: Now	Finish: ASAP
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

STAFF RECOMMENDATION: Approve
OTHER BOARDS & COMMISSIONS ASSIGNED: Date: Action:

Quote & contract – Tyler Technologies

LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Belton, MO.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Hosting Services"** means the hosting services we will provide for the Tyler Software as set forth in the Investment Summary, for the fees set forth therein.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Schedule 1 to Exhibit C.

- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 2 to Exhibit C.
- **"Third Party End User License Agreement(s)"** means the end user license agreement(s), if any, for the Third Party Software.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software, Third Party Hardware, and Third Party Services.
- **"Third Party Services"** means the services provided by third parties, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software and related interfaces identified in the Investment Summary and licensed to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software, for the number of licenses identified in the Investment Summary, for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement. You may add additional licenses at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional licenses at our then-current list price, also by executing a mutually agreed addendum.

1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.

1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the services, if any, itemized in the Investment Summary. You will receive those services according to our industry-standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. We will finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for the requested services. We will bill you the actual fees incurred based on the in-scope services provided to you.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide our services, subject to any reasonable security protocols or other written policies provided to us.

7. Client Assistance. You acknowledge that the provision of services for the Tyler Software is a cooperative process that may require the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required. This cooperation includes at least working with us to schedule the services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

1. This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

2. If you have opted not to purchase ongoing maintenance and support services or fail to make timely payment under this Agreement, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software Products on a time and materials basis. In addition, you will:

   (i) receive the lowest priority under our Support Call Process;
   (ii) be required to purchase new releases of the Tyler Software Products, including fixes, enhancements and patches;
   (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software Products;
   (iv) be charged for a minimum of two (2) hours of support services for every support call; and
   (v) not be granted access to the support website for the Tyler Software Products or the Tyler Community Forum;

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

   2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

   2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party

Software, you will be required to pay such additional future fee.

2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – HOSTING SERVICES

1. We will either host or engage Third Party Services in order to host the Tyler Software set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Section F, and the other applicable terms of this Agreement. If you fail to pay those fees, after advance written notice to you, we reserve the right to suspend delivery of our applicable Hosting Services.

2. We will utilize hosting services through a Third Party Services provider, Rackspace, in accordance with the terms set forth in the Investment Summary. The fees contained in the Investment Summary are subject to annual increases. You acknowledge and agree that, in our sole discretion, we may migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Tyler Software is transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.

3. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support your Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing

the Hosting Services.

SECTION G - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the fees for the license(s), products, and services in the Investment Summary per our Invoicing and Payment Policy, subject to Section G(2).

4. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION H – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section J(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section J(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section G(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

3. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section G(2) at the time of termination in order to be withheld at termination.

You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION I – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section I(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

   1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately.

   1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

   2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages,

costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS I(1) AND I(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION J – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware

of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures. Final resolution under this section will be subject to the Missouri Revised Statutes, Chapter 610 RSMo. of the Sunshine Law, if applicable.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us.

No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this

Agreement by a party or its employees or agents;

(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;

(c) a party receives from a third party who has a right to disclose it to the receiving party; or

(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Service Level Agreement
	Schedule 2: Support Call Process

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel

City of Belton

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
City of Belton
7001 E. 163rd Street
Belton, MO 64012
Attention: Laura Ellis

With a copy to:
City of Belton
506 Main Street
Belton, MO 64012
Attention: City Attorney

Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by Tyler Technologies, Inc. to you under your License and Services Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Investment Summary
Laura Ellis
City of Belton

tyler technologies

Prepared for:	**City of Belton**	**Contract ID # :**	**2017-0177**
Contact Person:	Laura Ellis	**Issue Date:**	**06/06/17**
Address:	7001 E. 163rd St. Belton, MO 64012	**Sales Rep:**	**E. Burrell**
Phone:	816-331-2798		
Fax:			
Email:	laurae@beltonpd.org	**Tax Exempt:**	***Yes / No***

	Software License Payments					
Product, Service & Equipment	**Upon Execution**	**Upon Available Download Date**	**Upon Earlier Of***	**As Delivered**	**Totals**	**Annual Fees**
Total Hardware				3,757	3,757	
Total Applications Software						
License Fees - Brazos Suite	4,363	10,470	2,618		17,450	3,490
Total Professional Services						
Hardware				650	650	
Implementation				11,000	11,000	
Project Management & Final Implementation				1,000	1,000	
Totals	4,363	10,470	2,618	16,607	34,057	3,490

*** Earlier of first use of Tyler Software in live production or 180 days from the date the Tyler Software is made available for downloading.**

Please Note: Travel expenses will be billed as incurred.

tyler

Brazos Technology e-Citations

Laura Ellis
City of Belton
June 6, 2017

Description	QTY	Purchase Price	Estimated Services	Annual Maintenance	Warranty Provider
Number of Mobile Devices					
Number of MDT's:	17				
Brazos eCitation Mobile Application Software					
Brazos RDC Software	17	14,450		2,890	Tyler
- Citations					
- Warnings					
- Parking Tickets					
- Stand-alone racial profiling (when not captured via other methods)					
- 1 Year Maintenance and Support					
- Device setup	17		850		
- Spanish language printout option					
Interfaces					
Brazos Interface to Incode Court	1	N/C		N/C	
Brazos Interface to ITI RMS	1	3,000		600	
Implementation Services			9,000		
- One fee independent of number of devices					
- Customized Screen and Print Layouts (from an existing layout)					
- Creation of Web report that is exactly like defendant citations					
- Customization of Offenses (includes additional information)					
- Import of Officer Information					
- Import of Location Information (if applicable)					
- Implemenation of Bluetooth communication between mobile device and printer					
- Installation of all software at customer site					
- Customization of additional reports					
Training			2,000		
- Two (2) days of officer/employee training					
- One (1) day of administrator training					
- Includes classroom and OJT training					
- Maximum Group Size = 12					
- All documentation					
Travel and Expenses are billed as incurred					
Project Management Services			1,000		
- Remote project management (excludes per diem if travel if onsite travel required)					
Brazos Mobile Hardware and Accessories					
Utilize existing department MDTs					
POSH - 3 TRK Magnetic Card Reader, Flash Upgradeable, 1D & 2D barcodes, Flash, Upgradeable, USB, Black (MX53-K9-OEM)	13	3,757			
Brazos Mobile Printers and Accessories					
Utilize existing department RW420s and accessories					
Brazos Software and Services		17,450	12,850	3,490	
Brazos Hardware Devices and Printers		3,757			
Brazos Technology Total		21,207	12,850	3,490	

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Exhibit B
Invoicing and Payment Policy

Tyler Technologies, Inc. will provide you with the software, products, and services set forth in the Investment Summary of your License and Services Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

Invoicing: We will invoice you for the applicable license fees, products, and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in your License and Services Agreement.

1. Tyler Software.

   1.1 License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

   1.2 *Maintenance and Support Fees*: Maintenance and support fees for the first annual term are included in the license fees. Subsequent maintenance and support fees, at Tyler's then-current rates, are invoiced annually in advance on the anniversary of the Effective Date.

2. Professional Services.

   2.1 *Professional Services*: Professional services are billed as delivered and invoiced as incurred. Payment for Professional Services are due 45 days after the date of invoice.

   2.2 *Requested Modifications to the Tyler Software*: Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.

3. Other Services and Fees.

   3.1 *Hosting Fees*: Hosting Fees for the Tyler Software identified on the Investment Summary are invoiced annually in advance on the Effective Date and will renew automatically for additional one (1) year terms at our then-current Hosting Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

4. Third Party Products.

   4.1 *Third Party Software License Fees*: License fees for Third Party Software are invoiced when we

make it available to you for downloading.

4.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

4.3 *Third Party Hardware*: Third Party Hardware costs are invoiced upon delivery.

4.4 *Third Party Services*: Third Party Services fees are invoiced upon delivery.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis for an administrative fee. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.

Payment. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating

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Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

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B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.

2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours;

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

   In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

   (a) All infrastructure executing Tyler Software shall be managed by you;
   (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.

Exhibit C
Schedule 1
Service Level Agreement

Agreement Overview

This SLA outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the Hosting Services that Client has requested Tyler to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from Client's applications, content or equipment, or the acts or omissions of any of Client's service users or third-party providers over whom Tyler exercises no control.

Downtime: Those minutes during which the applicable software products are materially unavailable for Client's use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

The Service Availability of the applicable software products is intended to be 24/7/365. Tyler sets Service Availability goals and measures whether Tyler has met those goals by tracking Attainment.

Client Responsibilities

Whenever Client experiences Downtime, Client must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. Client may escalate through the hosting hotline. Client will receive a support incident number. Any Downtime is measured from the time Tyler intakes Client's support

incident.

To track attainment, Client must document, in writing, all Downtime that Client has experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. Client must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation County provides must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

When Tyler's support team receives a call from Client that a Downtime has occurred or is occurring, Tyler will work with Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with Client to resume normal operations.

Upon timely receipt of Client's Downtime report, outlined above, Tyler will compare that report to Tyler's own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to Client's Downtime report within thirty (30) days of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to Client's confirmed Downtime, Tyler will provide Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken at no additional cost to Client.
100%	95-97%	Remedial action will be taken at no additional cost to Client. 4% credit of fee for affected billing cycle will be posted to next billing cycle

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100%	<95%	Remedial action will be taken at no additional cost to Client. 5% credit of fee for affected billing cycle will be posted to next billing cycle

Client may request a report from Tyler that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with Client. When maintenance is scheduled to occur, Tyler will provide approximately two (2) weeks' advance written notice to the contact information that Client supplies on Client notification form. When emergency maintenance is scheduled, Client will receive an email at that same contact point.

Force Majeure

Client will not hold Tyler responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with Client a signed request that said failure be excused. That writing will include the details and circumstances supporting Tyler's request for relief with clear and convincing evidence pursuant to this provision. Client will not unreasonably withhold its acceptance of such a request.

Exhibit C
Schedule 2
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones.

Tyler's Brazos eCitations solutions offers 24/7 support of the product and software.

Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

SECTION VI
G

BILL NO. 2017-88 **ORDINANCE NO. 2017-**

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI, APPROVING A SPECIAL WASTE SERVICE AGREEMENT FOR NON-HAZARDOUS WASTE WITH REPUBLIC SERVICES FOR SLUDGE DISPOSAL.

WHEREAS, the City of Belton operates a wastewater treatment plant which produces sludge, a by-product of the wastewater treatment plant process which requires disposal; and

WHEREAS, Staff solicited pricing from four (4) landfill companies for sludge disposal; and

WHEREAS, Courtney Ridge Landfill, managed by Republic Services, is the city's current provider and submitted the best and lowest proposal for disposal of sludge per ton; and

WHEREAS, City Council believes renewal of the agreement with Republic Services for sludge disposal is in the best interest of the city and its wastewater treatment process.

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

SECTION 1. That the Special Waste Service Agreement with Republic Services for sludge disposal, attached as **Exhibit A**, is hereby approved for purposes described above.

SECTION 2. That this ordinance shall take effect and be in full force from and after its passage and approval.

SECTION 3. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: September 26, 2017

READ FOR THE SECOND TIME AND PASSED: September 26, 2017

_____
Mayor Jeff Davis

Approved this ____ day of _____, 2017.

_____
Mayor Jeff Davis

ATTEST:

_____
Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, 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 26th day of September, 2017, and thereafter adopted as Ordinance No. 2017- _____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2017, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

_____
Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: 9/26/17 **DIVISION:** Public Works/ Water Services Division

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

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

ISSUE/RECOMMENDATION:
The City of Belton Wastewater Treatment Plant generates approximately 750 tons per year of sludge, a by-product of the wastewater treatment plant process, which requires disposal at a special solid waste landfill. Staff requests the City Council enter into an agreement with Republic Services, through its local company, Courtney Ridge Landfill, LLC, to accept sludge from the city's wastewater treatment plant.

PROPOSED CITY COUNCIL MOTION:
Approve an ordinance of the City of Belton, Missouri approving a Special Waste Service Agreement for non-hazardous waste with Republic Services for sludge disposal.

BACKGROUND:
The City of Belton has an existing agreement with Republic Services which allows the city to dispose of sludge from the wastewater treatment plant at Courtney Ridge Landfill.

The term of the new Agreement is for three years, with an option for an additional three years. As part of the Agreement, sludge must be routinely tested and approved for disposal at the Courtney Ridge Landfill. The testing results, Recertification Form, and Pricing Agreement are sent for approval to Republic Services who manages and operates the Courtney Ridge Landfill.

Staff solicited pricing from four (4) landfill companies and are requesting to use Republic Services as they were the lowest and best proposal. Comparative pricing and costs for a 10-ton load are attached.

The City recently constructed a new compost facility, which is expected to convert a minimum of 20% of the sludge to usable compost within the first year of production, which is expected to decrease the sludge disposal costs by an equal amount.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:		Republic Services
Amount of Request/Contract:	$	19,621.42 (FY18)
Amount Budgeted:	$	30,000.00
Funding Source:		660-0000-400-2011 Sludge Disposal
Additional Funds:	$	
Funding Source:		
Encumbered:	$	
Funds Remaining:	$	19,621.42

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve an ordinance of the City of Belton, Missouri approving a Special Waste Service Agreement for non-hazardous waste with Republic Services for sludge disposal.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance
Republic Services, Inc. Special Waste Service Agreement for Non-Hazardous Wastes
Republic Services, Inc. Special Waste Profile - Recertification
2017 Sludge Disposal Quotes

SPECIAL WASTE SERVICE AGREEMENT
NON-HAZARDOUS WASTES

REPUBLIC SERVICES

Special Waste Profile Number: _____

Generator Billing Information		Republic Waste Location (Company)
Name:	City of Belton	Courtney Ridge Landfill L.L.C.
Address:	21200 Mullen Rd.	2001 Mo Highway 291
		Sugarcreek, MO 64058
City:	Belton	816-257-7999
State:	MO Zip: 64012	
Phone:	816-331-7789 Fax:	
Contact:	Rex Olinger	

Project: Site Process Waste **County and State of Origin:** Cass County, MO

Additional Information: _____

1. **Special Waste Service**. Subject to the terms and conditions contained herein, the Company and the Generator agree to be legally bound hereby and the Company agrees to accept at its Facility, Acceptable Waste (hereinafter referred to as "Special Waste" or "Waste") delivered by Generator, and which is acceptable to the Company as herein provided.

2. **Acceptable Waste**. Only those Special Wastes described in Paragraph 3 herein and in any Special Waste Profile(s) which number is identical to the contract number referenced above, and which Profile(s) are hereby incorporated by reference herein, and which Waste is subsequently approved by the Company and is otherwise in accordance with all laws, regulations and permits, shall be acceptable for disposal at the Facility ("Acceptable Waste").

3. **(A) Rates for Disposal**:

Waste	Disposal Method	Disposal Rate:	Fees / Taxes / Misc.	Transportation
Waste Water Sludge	Landfill	$29.97 per ton	FRF, ERF, City & State, Admin.	NA

Additional Information: Minimum 3 tons per load.

Generator shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws and regulations.

Cannot Exceed Daily Volume of N/A Without Prior Approval of Company.

(B) Incorporation by Reference. In addition to Special Waste Profile(s), the following documents are incorporated by reference into this Agreement as if fully set forth herein.

1) _____

2) _____

4. **Term of Agreement. This Agreement is effective for 36 months, commencing 09/26/2017 and shall automatically be renewed for a similar term thereafter unless either party shall give written notice (via certified mail) of termination to the other party at least thirty (30) days prior written notice.**

THE COMPANY AND THE GENERATOR, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED HEREIN, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND ON THE REVERSE SIDE OF THIS DOCUMENT. IN ADDITION, THE GENERATOR IS CERTIFYING THE ATTACHED TERMS AND CONDITIONS HAVE BEEN REVIEWED AND INITIALLED AT THE BOTTOM OF THE PAGE.

GENERATOR	REPUBLIC SERVICES, INC/COMPANY
SIGNATURE (AUTHORIZED REPRESENTATIVE)	SIGNATURE (AUTHORIZED REPRESENTATIVE)
NAME AND TITLE (PLEASE PRINT)	NAME AND TITLE (PLEASE PRINT)
DATE	DATE

Terms and Conditions of Special Waste Service Agreement

5. The Agreement. This agreement of the parties ("Agreement") for the disposal of Special Waste shall consist of this Agreement, riders to the Agreement (if any) and any Application, permit and approval that may be applicable to such Waste.

6. Waste Accepted at Facility. Generator represents, warrants and covenants that the Waste delivered to Company at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any Waste which does not meet these requirements shall hereinafter be referred to as "Unacceptable Waste". The Generator shall in all matters relating to the collection, transportation and disposal of the Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same. The word "Facility" shall mean any landfill, transfer station or other location used to transfer, process or otherwise dispose of such Waste.

7. Special Waste. Generator represents, warrants and covenants that the Waste delivered to Company hereunder (i) will not contain any Special Waste that is not specifically described on any Application which is attached hereto or which is subsequently approved by the Company, (ii) will meet the material description as set forth in any Application and otherwise in all significant respects and (iii) will not contain Unacceptable Waste. The parties may incorporate additional Special Waste as part of this Agreement if prior to delivery of such Waste to Company, Generator has provided an Application for such Waste and Company has approved disposal of such Waste within the limitations and conditions contained in Company's written notice of approval of Special Waste Disposal. Title to any and all Waste handled or disposed of by Company shall at all times remain with Generator and Broker (if a Broker is involved).

8. Rights of Refusal/Rejection. The Generator shall inspect all Waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Company has the right to refuse, or to reject after acceptance, any load(s) of Waste(s) delivered to its Facility including if the Company believes the Generator has breached (or is breaching) its representations, warranties, covenants or agreements hereunder, or any applicable federal, state or local laws, regulations, rules or orders, even if only a portion of such Waste load is unacceptable. The Company shall have the right to inspect all vehicles and containers of Waste haulers, including the Generator's vehicles, in order to determine whether the Waste is Acceptable Waste or Unacceptable Waste pursuant to this Agreement and all applicable federal, state and local laws, rules and regulations. The Company's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the Generator of its responsibilities or liability under this Agreement. The Generator shall be responsible for, and bear all reasonable expenses and demages incurred by the Company, as a result of the Unacceptable Waste and in the reloading and removal of Unacceptable Waste disposed in the Facility. The Company, may also, in its sole discretion, require the Generator to promptly remove the Unacceptable Waste.

9. Limited License to Enter. This Agreement provides Generator with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Company. Except in an emergency, Generator's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Waste, Generator's personnel shall promptly leave the Facility. Under no circumstances shall Generator or its personnel engage in any scavenging of Waste or other materials at the Facility. The Company reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of Waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by the Company, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Generator agrees to conform to such rules and regulations as they may be established and amended from time to time. Company may refuse to accept Waste from and shall deny an entrance license to, any of Generator's personnel whom Company believes is under the influence of alcohol or other chemical substances. Generator shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of Company.

10. Charges and Payment. Payment shall be made by Generator within thirty (30) days after receipt of invoice from Company. In the event that any amount is overdue, the Company may terminate this Agreement. Generator agrees to pay a finance charge equal to the maximum interest rate permitted by law. Generator shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Waste by federal, state, local or provincial laws and regulations. Company, from time to time, may modify its rates upon thirty (30) days written notice to Generator.

11. Termination. Generator's obligations, representations, warranties and covenants regarding the Waste delivered and all indemnities shall survive termination of this Agreement. Should Generator materially default in any of its obligations hereunder, then Company may immediately terminate this Agreement and Generator shall be liable for all costs and damages incurred by the Company.

12. Driver's Knowledge and Authority. Generator represents, warrants and covenants that its drivers who deliver Waste to Company's Facility have been advised by Generator of the Company's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances or any other Unacceptable Waste to the Facility of Company's restrictions on deliveries of Special Waste to the Facility, of the definitions of "Hazardous Waste and Hazardous Substances" as provided by applicable federal, state and local law, rules and regulations and "Special Waste" as provided herein, and of the terms of this license to enter Company's Facility.

13. Indemnification. Subject to and without waiving the City's rights of sovereign immunity and to the extent permitted by Missouri law, Generator shall indemnify, defend and hold harmless the Company and its subsidiaries, affiliates and parent corporations, as applicable and their respective officers, directors, lenders, employees, subcontractors and agents from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys fees arising under federal, state or local laws, regulations or ordinances, or relating to the content of the Waste, or arising out of or in connection with any breach of this Agreement or arising out of the negligent collection, transportation and disposal of Waste by Generator or Generator's employees, agents, subcontractors or representatives thereof. Generator shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the Company as to the content of the Waste following discovery of potentially Unacceptable Waste. This indemnification and other obligations stated in this paragraph shall survive the termination of this Agreement.

14. Insurance. Generator shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

Coverages	Minimum Amounts of Insurance
Worker's Compensation	Statutory
General Liability	$500,000 combined single limit
Automobile Liability	$500,000 combined single limit

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Prior to Generator being allowed on Facility premises, Generator shall provide the Company with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force. Said policies shall not thereafter be canceled, be permitted to expire or lapse, or be changed without thirty (30) days advance written notice to the Company. Generator warrants that it will secure the above minimum amounts of insurance from any transportation of the Waste to the Facility.

15. Failure to Perform. Neither party hereto shall be liable for its failure to perform hereunder due to circumstances not its fault and beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, or acts of God affecting either party hereto. In the event of any of the circumstances provided for in the preceding sentence, including, but not limited to, whether any federal, state or local court or governmental authority takes any action which would (i) close or restrict operations at the Facility, (ii) limit the quantity or prohibit the disposal of Waste at the Facility, or (iii) limit the ability of or prohibit Generator from delivering Waste to the Facility, the Company shall have the right, at its option, to reduce, suspend or terminate Generator's access to the Facility immediately, without prior notice and without any additional liabilities between the parties, other than Generator's payment obligation hereunder. Neither Party is required hereunder to settle any labor dispute against its own best judgment.

16. Other Termination. The occurrence of any of the following events shall also constitute an event of default by the Generator and shall give the Company the right to immediately terminate this Agreement:

(A) A petition for reorganization or bankruptcy filed by or against the Generator.

(B) Failure by Generator to pay any amounts due to Company.

(C) Any breach by Generator of any of its obligations pursuant to the Agreement.

Generator shall be liable for and shall, subject to and without waiving the City's rights of sovereign immunity and to the extent permitted by Missouri law, indemnify, defend and hold harmless Company from any losses, claims expenses or damages incurred by the Company as a result of termination hereunder.

17. Assignment. Generator may not assign, transfer or otherwise vest in any other Company, entity or person, in whole or in part, any of its rights or obligations under the Agreement without the prior written consent of the Company, provided, however, that the Company may without any such prior written consent, assign its rights and/or obligations under the Agreement to a subsidiary or affiliate corporation.

18. Right of Disposal. This Agreement does not grant any rights to dispose of Waste other than in accordance herewith. The Company reserves the right to immediately terminate access to the Facility by Generator and Generator's personnel in the event of breach or violation by Generator of any of the terms of this Agreement, the Company's operating rules or payment policies or any applicable laws or regulations.

19. Continuing Compliance. The Generator has a continuing obligation to inform the Company of any new information, or information not previously provided to the Company by Generator which may affect the acceptability of the Waste by the Company. Further, the Generator shall comply with all Company requests for evidence of Generator's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated Waste profiles on the Waste(s) offered for disposal or, (ii) providing appropriate certification that the Waste being offered for disposal is accurately reflected by the appropriate Application or, (iii) re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iv) allow the Company to re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or (v) all of the above.

20. Miscellaneous.

(A) This Agreement shall be governed by the laws of the State in which the Facility is located.

(B) No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.

(C) No modification, release, discharge or waiver of any provision or obligation hereof shall be of any force, or effect, unless in writing signed by all parties to this Agreement.

(D) Generator shall treat as confidential and not disclose to others during or subsequent to the terms of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation, including the Missouri Sunshine Law, any information (including any technical information, experience or data) regarding the Company's plans, programs, plants, processes, products, costs, equipment or operations which may come within the knowledge of the Generator or its employees in the performance of this Agreement, without in each instance securing the prior written consent of the other Company.

(E) If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.

(F) This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgement, purchase order or other response by Generator which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the Company and shall be of no effect.

(G) Generator represents, warrants and covenants that it is and, during the term of this Agreement will remain, in compliance with and will perform its obligations pursuant to all applicable laws and regulations and shall, subject to and without waiving the city's rights of sovereign immunity and to the extent permitted by Missouri law, indemnify, defend and hold harmless the Company from any breach thereof.

(H) It is the understanding and agreement of the parties that the Company is an independent contractor, and is not an agent, nor an authorized representative of the Generator.

21. Notices. All notices herein provided for shall be considered as having been given upon being placed in the mail, certified postage prepaid addressed to the Company or Generator at the address herein set forth in this Agreement or to such other address as may be given to the other party in writing.

22. Liquidated Damages. In the event that this Agreement is terminated by the Generator in a manner not in accordance with paragraph 4 hereof, or terminated due to a breach of this Agreement by the Generator, the Generator shall pay, as liquidated damages, and not as a penalty, the greater of an amount equal to six (6) months' service charges or the Generator's most recent monthly charge multiplied by six (6). The Generator shall be given credit for any advance payments made hereunder, however, in computing the amount owed as liquidated damages hereunder. The Generator acknowledges that this liquidated damages clause is reasonable and is applicable to recover damages related to its investment in equipment, development of landfills and hiring of employees undertaken by the Company to service its

GENERATOR: _____ REPUBLIC SERVICES/COMPANY: _____ May 2009

customers including the Generator. This liquidated damages clause in no way relieves the Generator from its obligations and liability for other cost or damages as set forth elsewhere in this Agreement.

REPUBLIC SERVICES, INC.

SPECIAL WASTE PROFILE - RECERTIFICATION

Saveable fill-in form. Restricted printing until all required (yellow) fields are completed.

Disposal Facility:	4138 Courtney Ridge LF MO	Waste Profile #
		4138Y614968

I. Generator Information

Generator Name: Belton Wastewater Treatment Facility			
Generator Site Address: 21200 Mullen Rd.			
City: Belton	County: Cass	State: Missouri	Zip: 64012
State ID/Reg No:	State Approval/Waste Code:		NAICS #:
Generator Mailing Address (if different): ☐ 21200 Mullen Rd.			
City: Belton	County: ~~Atchison~~ Cass	State: Missouri	Zip: 64012
Generator Contact Name: Rex Olinger		Email: rolinger@belton.org	
Phone Number: (816) 331-7789		Fax Number: (816) 322-2823	

II. Waste Stream Information

Name of Waste: Wastewater Sludge

Check Section 1 OR Section 2 below:

1. ☐ There has been a change in the characteristics of the waste stream due to the following:
   a. Change of a raw material used in the waste generating process.
   b. Change in the waste generating process itself.
   c. Change in a physical characteristic of the waste.
   d. New information has been documented concerning the human health effects of exposure to the waste.

   If any of these changes have occurred, a new laboratory analysis and profile sheet must be completed. Attach copies of the new chemical analysis and new Special Waste Profile with the appropriate signatures.

2. ☒ There have been no changes that would alter the physical characteristics of the special waste stream. Updated analytical may be required.

III. Representative Sample Certification

☐ No Sample Taken

Is the representative sample collected to prepare this profile and laboratory analysis, collected in accordance with U.S. EPA 40 CFR 261.20(c) guidelines or equivalent rules?	☒ YES or ☐ NO
Type of Sample: ☐ COMPOSITE SAMPLE ☒ GRAB SAMPLE	
Sample Date: 08/09/2017	
Sample ID Numbers: Lab ID# 60250582001 Sludge Cake	

IV. Certification

I hereby certify that to the best of my knowledge and belief, the information contained in the Special Waste Profile - Recertification and the information in the Original Special Waste Profile is true, complete and accurate.

	City of Belton, Missouri
Authorized Representative Name And Title (Printed)	Company Name
Authorized Representative Signature	Date

April 2013

Sludge Disposal Pricing

*** WCA/Town and Country 816-380-5595**
22820 MO-291, Harrisonville, MO 14 miles
* 8/16/17 - Left a message for a callback

* 8/17/17 - Received a callback and was transferred to another office. Before a message could be left, the call was disconnected and transferred to the opening button pushing. Called back and got connected to Zach at 816-887-5561. He is going to get with the Special Waste Coordinator and have them call Rex Olinger.

* 8/28/17 - Rex called Zach again. He took Rex's contact information and emailed their Special Waste Coordinator and asked them to contact Rex. Received a call from Dana. He emailed information requested. They can't take sludge in their transfer station or Harrisonville landfill.

$40.00 per ton taxes and fees included; is a rolloff program; does not include fuel

---

*** Waste Management/Deffenbaugh JOCO Landfill**
17955 Holiday Drive, Shawnee Mission, KS 37 miles
8/16/17 - Called a few times and was transferred all over the place. Finally given contact information for Mike Dale.
Mike Dale 913-667-8791 mdale3@wm.com

*8/16/17 - Emailed Mike requesting sludge disposal pricing and any terms

* 8/21/17 - Emailed Mike requesting signature pages and any terms

$40.00/ton + $2.24/ton City fee + $1.00/ ton state fee

*** Republic Services Courtney Ridge Landfill**
2001 MO-291 Hwy, Sugar Creek, MO 39 miles

$29.97/ ton (3 ton min) + Fees (FRF, ERF, City and State, Admin)

* Pulled fees off of a bill

*** Summit Waste Systems 816-623-3066**
2101 SE Hamblin Rd, Lees Summit, MO 19 miles

*8/16/17 - Rex call and provided his contact information and was supposed to be contacted by another person from the landfill

*8/16/17 - Rex received a callback. They do not take WW sludge.

Single Trip Cost Based on an Average 10-Ton Load

Republic Services/Courtney Ridge Landfill

Tonnage	$299.70
Fuel Recovery Fee	$15.35
Environmental Recovery Fee	$16.25
City, State, and Admin Fees	$46.67
	$377.97

Waste Management - Deffenbaugh/Johnson County Landfill

Tonnage	$400.00
City Impact Fee	$22.40
State Tonnage Fee	$10.00
	$432.40

* Does notinclude any potential Environmental or Fuel Recovery Fees

WCA-Town and Country

Tonnage, Taxes, and Fees	**$400.00**

*Does not include fuel; is a rolloff program
*Their Harrisonville site can't accept sludge at transfer station or landfill.

SECTION VI
H

BILL NO. 2017-89 **ORDINANCE NO. 2017-**

AN ORDINANCE AUTHORIZING AND APPROVING THE MARKEY PARKWAY ACCESS AND CONNECTION AGREEMENT BETWEEN GRACE PROPERTY AND INVESTMENT, INC., AND THE CITY OF BELTON, MISSOURI TO ISSUE A SPECIAL RIGHT-OF–WAY ACCESS PERMIT UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT FOR THE MASTERS TRANSPORTATION LOCATION AT 800 QUIK TRIP WAY.

WHEREAS, the City Staff and John Goodbrake, President and CEO of Masters Transportation and President of Grace Property and Investment, Inc., have worked for months to resolve the current access issues to his property and improve safety of the motoring and pedestrian traffic in and around the north of the Belton Gateway development; and

WHEREAS, Grace Property and Investment, Inc. is the property owner of the property legally described in the Markey Parkway Access and Connection Agreement, herein attached and incorporated as **Exhibit A**; and

WHEREAS, due to the uncertainties of the exact location of the Markey Parkway extension and/or realignment in the future, a curb cut design and right-of-way permit were insufficient documents to accommodate these uncertainties; and

WHEREAS, the City Council believes that a right-of -way permit issued under and incorporating the terms and conditions detailed in the Markey Parkway Access and Connection Agreement", is in the best interest of the City for continued economic development, ongoing positive business relations, and a safe and efficient transportation system promoting the general welfare of the citizens of Belton.

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

SECTION 1. That the Markey Parkway Access and Connection Agreement, attached to and incorporated herein as **Exhibit A**, is approved.

SECTION 2. That the City Engineer is hereby instructed to issue the Right-of Way Permit for this access, connection and curb cut under the terms and conditions of this Agreement.

SECTION 3. That the City Engineer is hereby instructed to assure recordation of the Agreement pursuant to its terms and conditions prior to the issuance of the Right-of-Way permit.

SECTION 4. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 5. 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: September 26, 2017

READ FOR THE SECOND TIME AND PASSED: September 26, 2017

_____
Mayor Jeff Davis

Approved this ____ day of _____, 2017.

_____
Mayor Jeff Davis

ATTEST:

_____
Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, 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 26th day of September, 2017, and thereafter adopted as Ordinance No. 2017- _____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2017, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

_____
Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

Markey Parkway Access and Connection Agreement

This Agreement is made on the ___ day of _____, 2017 between Grace Property and Investment, Inc., headquartered at 800 Quik Trip, Belton, Missouri 64012 ("GRACE PROPERTY"), and the City of Belton, Cass County, Missouri ("CITY"), a municipal corporation headquartered at 506 Main Street, Belton, Missouri 64012.

WHEREAS; GRACE PROPERTY is the property owner of property legally described on **Exhibit A** attached herein and commonly known as Masters Transportation; and

WHEREAS; Masters Transportation is a seller of buses and recreational vehicles in business for the last 25 years at 800 Quik Trip employing 46 skilled and technical employees; and

WHEREAS; due to the difficulties of maneuvering large vehicles on the Masters Transportation site and the acquisition of tract A, Block 1 of the Belton Gateway addition to the west of the Master's Transportation site, described in **Exhibit B (Real Estate Purchase Agreement)** attached herein, John D. Goodbrake, owner of Grace Property and Masters Transportation, has requested a second entrance and curb cut connecting his property directly to Markey Parkway; and

WHEREAS; the Parties believe this access and connection to Markey Parkway will improve traffic flow in the overall Belton Gateway and Quik Trip developments, minimize traffic conflicts in the area with large buses and recreational vehicles accessing the Master's Transportation site and this Agreement will provide for ongoing improvements to the access and connection if and when Markey Parkway is reconfigured/realigned.

The Parties acknowledge and agree:

1. For and in consideration of One Dollar ($1.00) and other valuable consideration, the adequacy and receipt of which is hereby acknowledged this Agreement will become effective upon acquisition of tract A, Block 1 of the Belton Gateway addition - as an addition to and redevelopment of the Master's Transportation's location at 800 Quik Trip, Belton, Missouri.

2. GRACE PROPERTY'S Obligations.

   a. GRACE PROPERTY has applied to the CITY for a Right –of-Way permit under the Unified Development Code, Chapter 19 – Streets, Sidewalks, Right-of-Way and Other Public Places, for purposes of the access, connection and curb cut project under Phase 1 (Short Term) as shown on **Exhibit C** – Belton Gateway Addition, Lot 1 Driveway Configurations.

   b. GRACE PROPERTY acknowledges and agrees that if the Markey Parkway is reconfigured/realigned it will have the option to close the access, connection

and curb cut previously permitted and installed pursuant to City Codes or reconfigure/realign the access, connection and curb cut to meet the newly reconfigured/realigned Markey Parkway through a new Right-of Way permit understanding that the specific configuration/realignment design and placement shall be solely at the discretion of the City.

c. GRACE PROPERTY agrees to abide by the Right-of-Way management codes, herein attached as **Exhibit D,** including all bonding, indemnification and insurance and maintenance requirements.

d. All costs of initial design, construction, inspection and maintenance of the second entrance and curb cut as well as any closure costs or redesign, reconstruction, re-inspection and maintenance costs at time of any reconfiguration/realignment shall be borne by GRACE PROPERTY, its successors and assigns.

3. CITY'S Obligations.

   a. CITY agrees to work with GRACE PROPERTY to issue the Right-of-Way permit in a timely manner.
   b. CITY agrees to notify GRACE PROPERTY or subsequent owner on a timely manner of Markey Parkway reconfiguration/realignment plans.

This Agreement will run with the land and transfer to any future owner of the subject tracts of land. GRACE PROPERTY will record this Agreement with the Cass County Recorder of Deeds, Harrisonville, Missouri.

Acknowledged and Approved:

CITY OF BELTON, MISSOURI

By:_____
Jeff Davis, Mayor

Date:_____

STATE OF MISSOURI)
) **ss.**
COUNTY OF CASS)

On this ____ day of _____, 2017, before me appeared, Jeff Davis, who being, by me duly sworn, did say that he is the Mayor of the **CITY OF BELTON, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council, and said Mayor acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

(SEAL)

My Commission Expires: _____

GRACE PROPERTY AND INVESTMENT, INC.

By: _____
John D. Goodbrake, President

Date: _____

STATE OF MISSOURI)
) **ss.**
COUNTY OF _____)

On this _____ day of _____, 2017, before me, the undersigned notary public, personally appeared John D. Goodbrake, President of **GRACE PROPERTY AND INVESTMENT, INC.,** known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

(SEAL)

My commission expires: _____

EXHIBIT A

Lot 1, in SOUTHVIEW BUSINESS PARK, FIRST PLAT, a subdivision of land in the City of Belton, Cass County, Missouri, according to the recorded plat thereof, of record in Plat Book 12 at Page 73.

EXHIBIT B

Tract "A", Block 1, BELTON GATEWAY ADDITION, a subdivision of land in the City of Belton, Cass County, Missouri.

Exhibit C

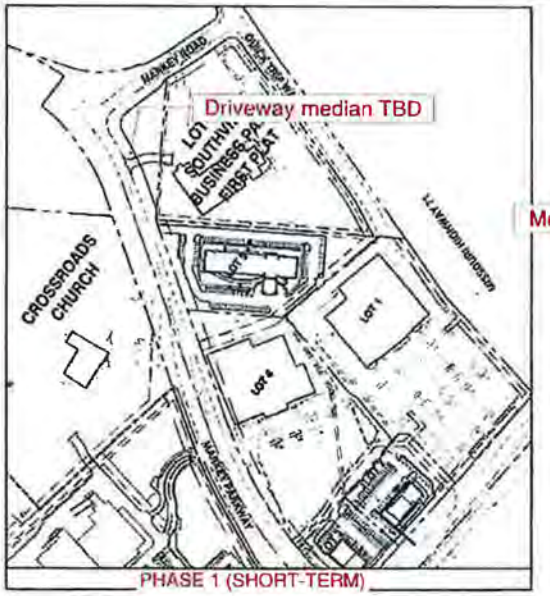
Variables (currently unknown items)

- Extension of Markey Parkway; could continue west as originally planned or shifted to the south

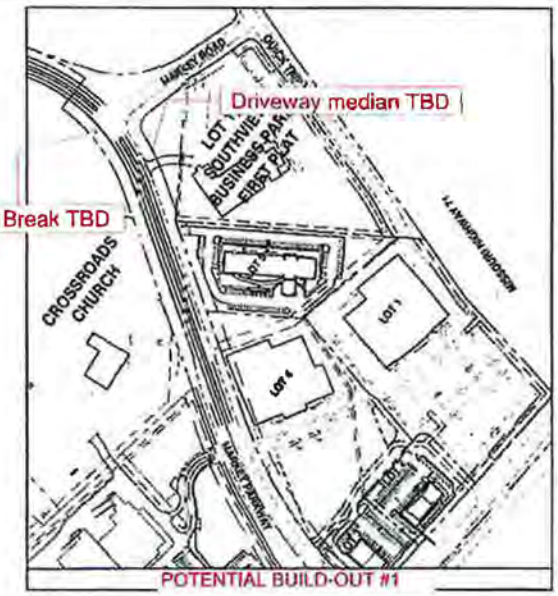
- Traffic signal locations, medians and full-access intersections with no signals are dependent on future development. Adopted City criteria states, "Whenever practical, the distance between intersections on arterial streets shall not be less than 1,320 feet."

- Use of Markey Rd in the future; this street might be unnecessary depending on build-out of Markey Parkway

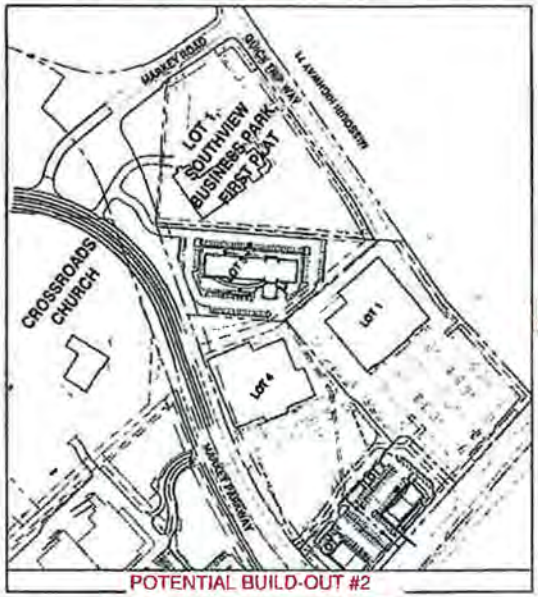
- Use of small median in proposed driveway(s) ("pork chop") may be necessary



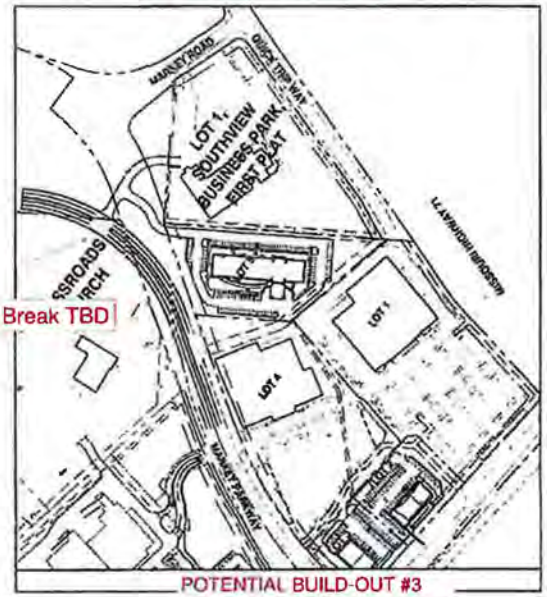
PHASE 1 (SHORT-TERM)



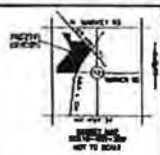
POTENTIAL BUILD-OUT #1



POTENTIAL BUILD-OUT #2



POTENTIAL BUILD-OUT #3



REV	DATE	DESCRIPTION	DSN	DWN	CHK

KAW VALLEY ENGINEERING

BELTON GATEWAY ADDITION
BELTON, MISSOURI
LOT 1, SOUTHVIEW BUSINESS PARK, FIRST PLAT
EXHIBIT "C" - DRIVEWAY CONFIGURATIONS

LAYOUT1

Exhibit D

(Entire Chapter 19 will be included in agreement.)

Code of Ordinances, Belton, Missouri

Chapter 19 - STREETS, SIDEWALKS, RIGHTS-OF-WAY AND OTHER PUBLIC PLACES[1]

SECTION VII
A

R2017-39

A RESOLUTION SUPPORTING THE NORTH SCOTT CORRIDOR OVERLAY DISTRICT AND GUIDELINES, AND DIRECTING THE PLANNING COMMISSION TO INITIATE PUBLIC HEARINGS TO AMEND THE UNIFIED DEVELOPMENT CODE AND COMPREHENSIVE PLAN TO ALLOW ADOPTION OF THE PLAN IN THE CITY OF BELTON, MISSOURI.

WHEREAS, the Belton Planning Commission and planning staff initiated a study of the North Scott corridor by issuing a Request for Qualifications for professional planning consultant services in 2014, and in December of 2014 the Belton City Council authorized the North Scott Revitalization Plan that led to the preparation of a community supported plan entitled the North Scott Corridor Overlay District and Guidelines; and

WHEREAS, the Belton Planning Commission met on August 21, 2017, to discuss the final draft of the North Scott Corridor Overlay District and Design Guidelines; and

WHEREAS, the City Council reviewed the recommendation of the Planning Commission at their Work Session of September 5, 2017.

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

Section 1. That the City Council supports the draft guidelines and regulations of the North Scott Overlay District and Guidelines of the City of Belton, Missouri.

Section 2. That the Planning Commission is hereby directed to initiate public hearings to amend the Unified Development Code and the Comprehensive Plan and forward a final recommendation to the City Council for adoption of the North Scott Corridor Overlay District and Guidelines;

Section 3. That this resolution shall be in full force and effect from the date of its passage, adoption, and approval by the Mayor.

Duly read and passed this 26th day of September, 2017.

_____
Mayor Jeff Davis

ATTEST:

_____
Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

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

I, Patricia A. Ledford, 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 26th day of September, 2017, and adopted at a regular meeting of the City Council held the 26th day of September, 2017, by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

_____
Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: September 26, 2017 **DIVISION:** Planning and Building Department

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

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

ISSUE/RECOMMENDATION:

The North Scott Corridor served as a vital part of the City's economy for numerous years. Many of the buildings which remain are directly linked to the era when the North Scott Corridor was initially developed. Today this area is reflective of an aged commercial corridor which contains a variety of mixed use groups and land uses. Many of the remaining buildings are not compatible with the newer commercial standards and zoning requirements. As you are aware, City Council approved the North Scott Corridor Plan in December of 2014. Confluence, a landscape architecture and planning consultant has been working on Phase two of the North Scott Corridor Plan, which is the creation of the North Scott Overlay District and Design Guidelines.

PROPOSED CITY COUNCIL MOTION:

Approval of the attached Resolution directing the Planning Commission to initiate public hearings to amend the Unified Development Code and the Comprehensive Plan and forward a final recommendation to the City Council for adoption of the North Scott Overlay District and Design Guidelines.

BACKGROUND:

- June 2014, city staff issued a Request for Qualifications (RFQ) for professional consulting services to evaluate previous and existing trends, desirable goals and objectives.
- September 2014, Confluence, a landscape architecture, planning and urban design consultant was selected to provide the City with a community driven plan for the North Scott Corridor.
- December 2014, the North Scott Revitalization Plan was approved by the City Council.
- August, 2016, the City Council approved a Professional Services Agreement with Confluence to begin working on Phase 2 of the plan which emphasizes design guidelines and appropriate text amendments to support the newly formed overlay district.
- August 21, 2017, the Planning Commission made a recommendation for approval of the North Scott Overlay District and Guidelines.

- September 5, 2017, the City Council reviewed the Planning Commission recommendation of the final draft of the North Scott Overlay District and Guidelines.

IMPACT/ANALYSIS:
The proposed the North Scott Overlay District and Design Guidelines will serve to help establish North Scott Avenue as a gateway to the City, support and attract businesses, encourage redevelopment, and promote well-designed buildings, streetscapes and landscapes for many years to come.

STAFF RECOMMENDATION, ACTION, AND DATE:
Staff recommends approval of the attached Resolution.

LIST OF REFERENCE DOCUMENTS ATTACHED:
North Scott Overlay District and Design Guidelines

CITY OF BELTON, MISSOURI

CONFLUENCE

JULY 27, 2017

DRAFT

CITY OFFICIALS

CITY OF BELTON, MISSOURI

JEFF DAVIS, MAYOR

JEFF FLETCHER, WARD 1, MAYOR PRO TEM

RYAN FINN, WARD 1

JEFF TRUTZEL, WARD 2

DEAN VAN WINKLE, WARD 2

LORRIE PEEK, WARD 3

ROBERT NEWELL, WARD 3

GARY LATHROP, WARD 4

TIM SAVAGE, WARD 4

CITY STAFF

CITY OF BELTON, MISSOURI

ALEXA BARTON, CITY MANAGER

JAY LEIPZIG, COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR

CAROLYN YATSOOK, ECONOMIC DEVELOPMENT SPECIALIST

JIM BROWN, CHIEF BUILDING OFFICIAL

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Strategically located along Interstate 49/Highway 71, the North Scott Corridor is an important growth corridor for Belton providing an opportunity for the development of a wide mix of quality uses to the benefit of the entire community. The following report defines a new overlay district for the properties within the previously defined North Scott Corridor within the City of Belton. This overlay district and guidelines shall be adopted as part of the City's Unified Development Code by reference.

Overlay Description: The North Scott Corridor Overlay District is designated as an area to accommodate a wide mix of quality multi-family residential, commercial business, and light industrial uses that are compatible in a highly visible, urban setting. Allowable uses include multi-family residential, retail, research and development parks, light manufacturing, shipping and distribution, corporate campuses, professional offices, general retail, restaurants, and hotels. New heavy manufacturing, heavy equipment repair, sales lots, contractor yards, outdoor storage, and uses that produce noxious smells, fumes, dust, or substantial noise are discouraged within this overlay district.

Sites shall be well landscaped and employ storm water management techniques that address storm water quality and create storm water facilities that are site amenities through the use of rain gardens, bio-swales and water retention ponds. Building architecture shall include a wide variety of styles and convey value and permanence through good building design and the use of durable, low-maintenance exterior building materials. Exterior lighting and signage shall be uniform and of a high quality. In addition to accommodating vehicle and truck traffic, sites shall be designed for pedestrian circulation.

Overlay Intent and Application: The intent of this new overlay district is to provide a uniform and enhanced set of design standards that are above and beyond the base standards found within the City's current zoning districts. The requirements and guidelines contained herein this overlay shall apply to all property located within the overlay boundaries. When a standard or code requirement is not covered by this overlay, the regulations contained elsewhere within City Code and within the regulations for the underlying zoning district for which the property is zoned shall apply. The underlying regulations for the FCI Flex Commercial / Industrial District shall refer to the BP-2 Business Park Restricted District when necessary.

Prior to the development or redevelopment of any site within the overlay district, the property should be zoned consistent with the land use designation identified in the North Scott Corridor Plan (see Figure 0.01 on page 5).

The appropriate zoning districts for properties within this overlay include:

- R-2 Single and Two-Family Residential District
- R-3 Multiple-Family Residential District
- R-3A Apartment Community Residential District
- PO Professional Office District
- C-1 Neighborhood Commercial District
- C-2 General Commercial District
- C-3 Regional Commercial District
- New: FCI Flex Commercial / Industrial District

The following table lists the zoning district or districts appropriate for each identified land use category.

ZONING / LAND USE COMPATIBILITY TABLE

NORTH SCOTT CORRIDOR ZONING / LAND USE COMPATIBILITY MATRIX		LAND USE CATEGORIES				
		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
ZONING DISTRICTS	R-2 Single and Two-Family Residential District	C				
	R-3 Multiple-Family Residential District		C			
	R-3A Apartment Community Residential District		C			
	PO Professional Office District			C	C	C
	C-1 Neighborhood Commercial District				C	
	C-2 General Commercial District				C	
	C-3 Regional Commercial District				C	C
	NEW: FCI Flex Commercial / Industrial District					C

C = Compatible Zoning District Per Land Use Category

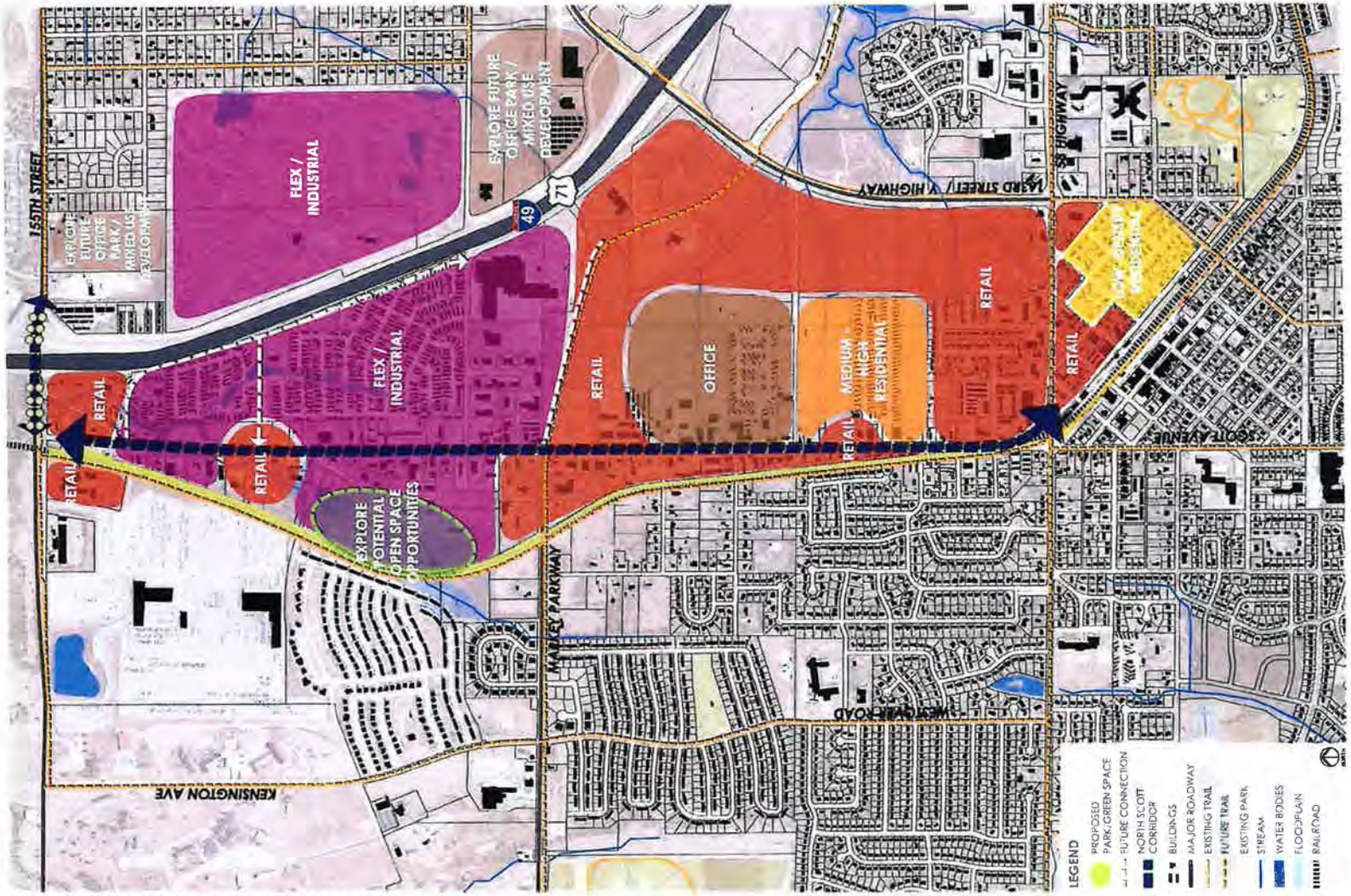

FIGURE 0.01 NORTH SCOTT CORRIDOR FUTURE LAND USE MAP

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The following chapter provides guidance for the general layout and design of sites within the overlay district. Details not covered or contained within this chapter shall revert to current city regulations for the relevant underlying zoning district.

BULK REGULATIONS

- 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.)

BUILDING SETBACKS

- 20 ft Front
- 10 ft Side/Rear, if adjoining a similar zoning district
- 30 ft Side/Rear from existing residential zoning or use
- Max Building Height: Per underlying zoning district.

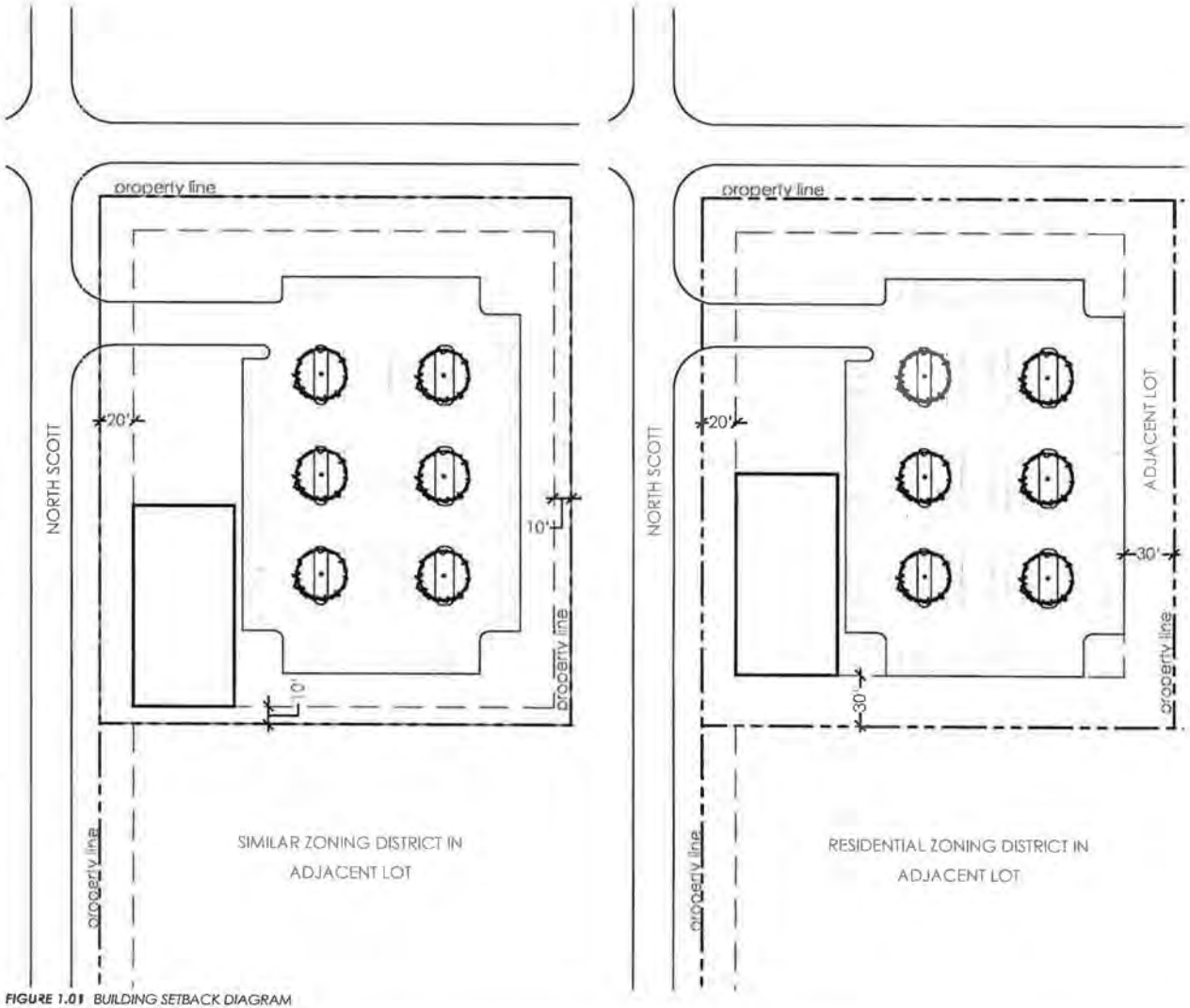

FIGURE 1.01 *BUILDING SETBACK DIAGRAM*

FIGURE 1.02 *PERMITTED PARKING AND CIRCULATION SURFACE EXAMPLES*

PARKING AND CIRCULATION

All parking lots, driveways, and outdoor storage areas shall be hard surfaced with either PCC or HMA paving. Gravel surfacing shall not be permitted. The use of permeable paving is encouraged.

All uses shall follow the off-street parking standards per City Code.

Credit for shared parking between uses that are off-peak from each other may be allowed at the discretion of the City. The construction of required parking may be deferred at the discretion of the City.

Parking lots for adjoining retail and/or office uses shall be interconnected and driveways on North Scott Avenue should be shared when possible to limit the number of access points along the corridor.

Parking lots and driveways shall otherwise conform to the designed standards contained within City Code.

FIGURE 1.03 *NON-PERMITTED PARKING AND CIRCULATION SURFACE EXAMPLE*

LANDSCAPING AND BUFFERING

All new structures, buildings and parking lots and all building additions and parking lot and paving expansions shall comply with the City's Landscaping and Screening requirements contained within the City's Unified Development Code, except as modified herein below.

- The minimum landscaped area for all properties is 20% of the total lot area, not including public street rights-of-way.
- All areas not paved or covered by structures shall be landscaped with a combination of turf grass, prairie grass, plant beds, shrubs and trees. Wood mulch shall be used around all plantings and in all plant beds. Large areas of wood mulch that does not contain plantings is not permitted, except when used around play structures. Rock and chip brick are not allowable ground covers except in limited applications.

ALTERNATE SITE AND PARKING LOT LANDSCAPING REQUIREMENTS

As an alternative to the landscaping requirements contained within the City's Unified Development Code, new development within this overlay district may choose to adhere to the following site and parking lot landscaping standards. This alternate standard allows for greater creativity in developing a site landscape plan and provides credit and better recognition of the use of preferred storm water management practices.

All areas not paved or covered by structures shall be landscaped according to the standard contained herein below. The standard Street Trees and Screening Requirements found in the City's Unified Development Code shall still apply to all sites.

Landscape Plan Required Elements

The following landscape plan elements shall be provided within all site plan submittals:

1. Pre-Design Site Assessment
   - Storm water analysis of pre-developed site including discharge points, swale locations, and existing wetlands.
   - Documentation of existing topsoil depths.
   - Documentation of existing trees.
2. Landscape Plan
   - Plan detailing proposed landscaping, ground-cover, site features and furniture, existing trees to be removed, and existing trees to be preserved and protected during construction.
   - Planting schedule detailing plant species, quantity, and size.
   - Plant installation standards.
   - Irrigation system if planned.
   - Soil management plan – soil stockpiling, removal, and/or import.
   - Finish topsoil depth.
   - Other details as necessary to provide verification of compliance with these regulations.
3. As-Built Plans (provided prior to approval of any final occupancy permit to verify and certify compliance with the approved landscape plan)

Landscape Plan Ranking

As a part of any application for the development of a site or building, a landscape plan shall be submitted to the City that reaches a minimum score of 65 points as determined by the City Zoning Administrator based upon the scoring options shown on the following pages.

FIGURE 1.04 PLANTING MATERIAL EXAMPLES

SOIL MANAGEMENT PLAN (MINIMUM SCORE - 8 POINTS)	
Stockpile existing topsoil on site	1 point
Verify removal of all construction debris from soil.	1 point
Verify removal of gravel in planting areas.	1 point
Protect drip line of all existing trees of significance.	1 point
Rip sub-surface to 18-inch depth, prior to re-spread of topsoil.	1 point
Restore topsoil to recorded pre-development depth.	4 points
Replace the topsoil to a minimum 6-inch depth.	2 points
Till the soil to a minimum 18-inch depth.	3 points
ENVIRONMENTAL DESIGN (MINIMUM SCORE - 8 POINTS)	
Save 65% of existing 'Trees of Significance.'	2 points
Or save 25% of existing 'Trees of Significance.'	1 point
Minimize hard surface parking lot area:	
• Use of permeable paving (minimum of 1,000sf).	2 points
• Maximize green space (over 25% of the site)	1 point
• Parking islands at the end of all parking rows.	1 point
• No more than 10 continuous parking stalls in any row.	1 point
Install bio-swales, bio-retention cells, infiltration trenches, etc.	3 points
Install rain barrels or cistern for roof/storm water capture and reuse.	2 points
Reduce and/or eliminate the use of storm water intakes and piping.	2 points
Minimum of 1 overstory tree in every parking lot island.	1 point
GRADING / BERMING (MINIMUM SCORE - 7 POINTS)	
Provide 30-inch tall berming between the parking area and the street.	3 points
Provision of a water feature (retention basin/wet pond).	2 points
Provide documentation of a balanced site (import or export under 1,000cy)	2 points
Provide added visual interest with finish site grading.	2 points

PLAZA DESIGN (MINIMUM SCORE - 8 POINTS TO QUALIFY FOR SCREENING REDUCTION)	
Provide a public hardscape plaza (minimum of 200SF)	3 points
Provide public seating opportunities (bench, cut stone, seat wall) (1 point for every 3 benches)	2 points max
Use of an alternate paving material for 80% of the designated plaza space. (Accepted materials: cut stone, flag stone, clay brick, stamped concrete, concrete pavers. Gravel or rock is not acceptable.)	2 points
Incorporation of art piece (must be approved by Zoning Administrator)	2 points
Addition of publicly accessible bike parking.	2 points
Use of decorative pedestrian scale LED lighting. (Non-LED lighting will not receive the credit.)	2 points

PARKING LOT SCREENING (MINIMUM SCORE - 10 POINTS)	
Diversity of species - no more than 25% of any species of plant.	2 points
Leave a 36-inch wide zone with no plantings directly in front of all parking stalls.	1 point
Provide an average of 1 Overstory tree for every 100LF of street frontage.	2 points
Provide an average of 2 Understory trees for every 100LF of street frontage.	2 points
Provide an average of 6 shrubs for every 100 LF of street frontage.	2 points
Provide an average of 20 ornamental grasses for every 100LF of frontage.	2 points
Use of clustered thoughtful plantings. The intent of this portion of the plan ings is to provide the developer and their consultants the necessary flexibility, to be creative with the design of these spaces. The City does not want trees placed on 50' centers, shrubs in a line, or random single ornamental grasses. These points will be rewarded to those that do not create repetitive planting zones, create planting clusters of appropriate species, and generally make an effort to design the space provided.	4 points

PLANTING DESIGN (MINIMUM SCORE - 10 POINTS)	
Diversity of species - no more than 25% of any species of plant.	2 points
Provide and average of 0.4 Overstory tree for every 1000SF of Open Space.	2 points
Provide an average of 0.8 Understory trees for every 1000SF of Open Space.	2 points
Provide an average of 6 shrubs for every 1000SF of Open Space.	2 points
Provide an average of 20 ornamental grasses for every 1000SF of Open Space.	2 points
Provide thoughtful clustering of building foundation plantings.	1 point
Use of clustered thoughtful plantings.	1 point
Designer Choice: Thoughtful planting plan that generally meets the intent of the items listed above, but goes beyond the basic requirements. It would include signature green spaces, outdoor gardens, rain gardens, seating areas, etc. This item will require additional submittal and documentation than the previous items, but will allow for design flexibility. Plantings plans, perspectives, and details will be required during submittal to get these points approved.	7 points

GROUNDCOVER (MINIMUM SCORE - 11 POINTS)	
Pave all planting areas less than 48-inches in width.	1 point
Rock mulch groundcover limited to select areas and less than 5% of the site.	1 point
Use of hardwood mulch beneath all trees and shrubs.	1 point
Use of stone edger to enclose larger planter beds.	1 point
Clustering of shrubs and grasses.	2 points
Six-foot diameter mulch bed around all overstory trees, 4-foot on understory, 3-foot on shrubs and grasses.	1 point
Turf grass / lawn to cover less than 50% of the open space provided.	2 points
Or turf grass / lawn to cover less than 25% of the open space provided.	3 points
Use of shortgrass prairie grasses to cover 50% of the open space provided.	3 points
Or use of shortgrass prairie grasses to cover 25% of the open space provided.	1 point
Addition of plantings to attract pollinator species in select areas.	3 points

FIGURE 1.05 PLANTING MATERIAL EXAMPLES

Plant Size Requirements

All plant sizes shall meet the following size and design requirements:

- Overstory Trees – minimum 2-inch caliper
- Understory Trees – minimum 1.5-inch caliper
- Evergreen of Coniferous Tree – minimum 5-feet in height
- Shrubs – minimum three (3) gallon container
- Ornamental Grasses – minimum one (1) gallon container
- Prairie Plantings – Must use at least three (3), but no more than five (5) varieties of short grass prairie species native to Missouri. Can be combined with similar height native wildflowers, but is limited to 10 additional species per development.
- Pollinator Species Planting – Must use the US Governments' required species mix for the Conservation Reserve Program - (CP42).
- Trees of Significance – Defined as an overstory tree with a minimum age of 15 years and of a desired species including Oak, Maple, Hickory, Walnut, Elm, Alder, Hackberry, Cottonwood, Pine, and Spruce. Mulberry, all varieties of Ash, and Cedar shall not be considered Trees of Significance.

FIGURE 1.06 PLANTING MATERIAL EXAMPLES

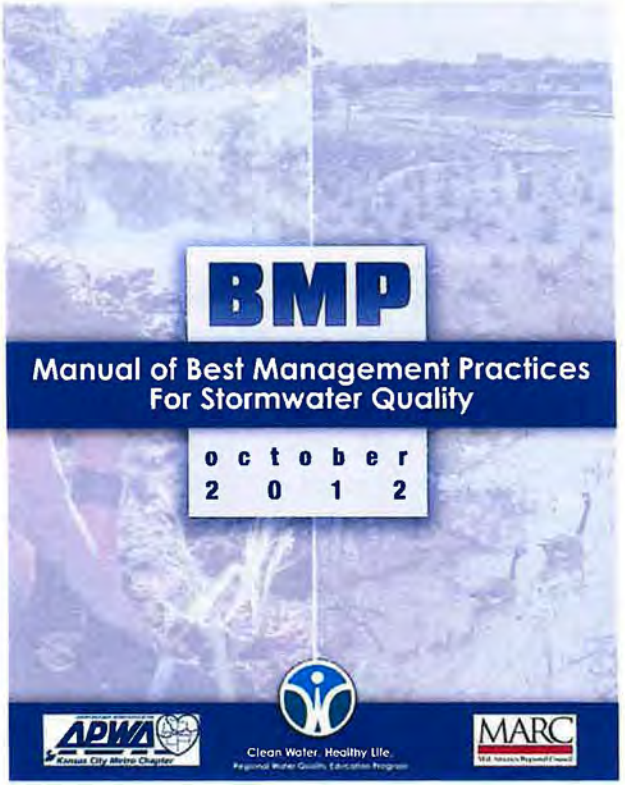

FIGURE 1.07 STORM WATER MANAGEMENT EXAMPLES

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.

Sites that participate in a regional detention facility may receive an open space credit based upon the size of their share of the facility.

EXTERIOR LIGHTING

All site and building lighting shall be LED of a soft-white or bright-white quality.

All light fixtures shall be downcast in nature and must possess sharp, cut-off qualities to limit off-site glare. Wall-pack type light fixtures are prohibited.

Buildings and signage may be up-cast or downcast illuminated provided said lighting does not shine or glare off or past the sign or building wall.

A photometric plan and cut-sheets of all light fixtures shall be provided to the City during the site plan and/or building permit review process.

All exterior lighting shall comply with the requirements for outdoor lighting contained within the City's Unified Development Code.

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FIGURE 1.08 EXTERIOR LIGHTING EXAMPLES

FIGURE 1.09 QUIK TRIP DISTRIBUTION CENTER, BELTON, MISSOURI

OUTDOOR STORAGE

Outdoor storage shall be prohibited; however, storage of operable and licensed cars, buses, trucks, trailers and construction equipment shall be permitted within areas zoned as Flex Commercial / Industrial. All construction equipment, trailers, and buses and all trucks over 24 feet in length shall be stored in the rear of the property or behind the principal building and screened from view of all public streets with a combination of landscaping, earth berming, masonry walls, and solid fencing. No goods, materials, shipping containers, debris, refuse or salvage items may be stored outside of a fully enclosed building.

The outdoor display of retail goods for sale may be permitted within any Commercial or Flex Commercial / Industrial Zoning District subject to site plan review and approval.

WALLS AND FENCES

All walls and fencing shall comply with the City's fence regulations and the following design standards:

Allowed Materials:

Fences are to be constructed of customarily used materials such as chain-link, welded wire mesh, wrought iron, aluminum, wood, polyvinyl chloride (PVC), ornamental woven wire and other similar materials, unless specified otherwise herein. Any fence, as determined by the City, not be a standard or customarily styled or constructed fence is prohibited.

The use of materials such as sheet metal, chicken wire, temporary construction fencing, snow fencing, woven wire commonly used for the penning of livestock or other animals or similar materials shall not be permitted for permanent fencing.

Wood fences shall be constructed of treated lumber, cedar, redwood, or similar types of wood that are resistant to decay.

Chain-link or woven wire type fences shall not include plastic or wood slats or strips, bamboo, or reed. A fence shall not be constructed or covered with: paper sheets or strips; cloth or fabric tarps, sheets, or strips; plastic or vinyl tarps, sheets, mesh, or strips; bamboo; reed; or plywood sheeting. An exception may be approved by the City for sun and/or wind screen material applied to fences directly associated with a sports or recreation facility such as tennis court fences, baseball field fences, or basketball courts.

Walls are to be constructed of brick, stone, textured concrete, precast concrete, tile block, etc.

All walls and fences must be of an earth tone, neutral, or natural color such as white, black, gray (silver), tan, brown, green. Bright or fluorescent colors are not permitted. Pictures, images, lettering, logos, graphics, or artwork are not permitted on fences.

Minimum Design Standards:

No chain-link, woven wire, or similar type fence or barbed wire shall be permitted where visible from a public street. Any fence over four (4) feet tall and located in any yard adjacent to a public street or located closer a public street than the closest corner of any structure shall meet one of the following conditions:

- Columned: Masonry columns with a minimum cross section of 16 inches by 16 inches placed at a maximum interval of 24 feet on-center along the length of the fence. Additional columns shall also be required at all fence corners and turning points and at all fence termination points.
- Capped and Trimmed: Upgraded wood fences, including exposed wood posts, top caps, and trim boards.
- Decorative Metal: Wrought iron and decorative metal style fencing.

FIGURE 1.10 DECORATIVE METAL FENCES

FIGURE 1.11 COLUMNED FENCES

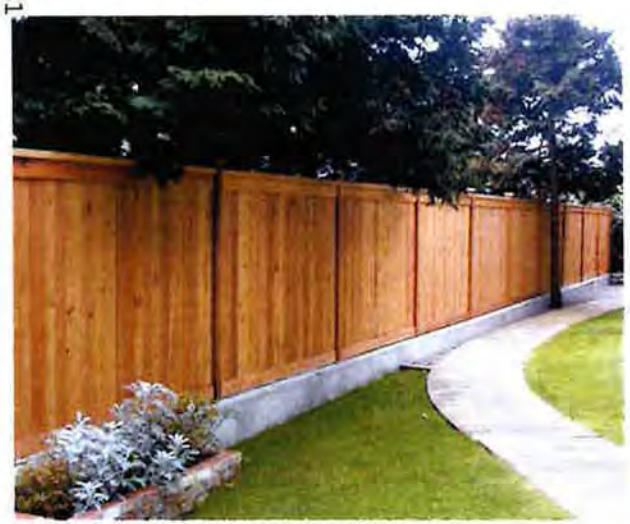

FIGURE 1.12 CAPPED AND TRIMMED WOOD FENCE

FIGURE 1.13 RETAINING WALLS

Retaining Walls:

Retaining walls shall be set back from the property line one foot (1') for every one-foot (1') of height, unless a mutual written agreement on the height and location of the retaining wall has been made with the adjoining property owner.

Retaining walls which are more than four feet (4') in height shall be structurally engineered. The design specifications, elevations and site plan showing the exact location of the wall shall be provided along with the required permit.

No single retaining wall face shall be greater than six feet (6') in height without terraces to break up the wall expanse. A minimum one foot (1') of terrace shall be used for each two feet (2') of wall height. Each terrace shall contain vegetation.

EQUIPMENT AND TRASH SCREENING

All ground mounted and all roof-top building HVAC and mechanical equipment, vents, piping and utility meters shall be screened from view from adjacent public street and residential property. Screening shall be accomplished via a combination of landscaping, walls, and building structure.

All outdoor trash and recycling receptacles, dumpsters, and grease collection containers shall be opaquely screened on all sides by the use of a permanent enclosure, with gates for disposal truck access. The enclosure shall be constructed of permanent materials such as textured block, split faced concrete block, brick or stone. Colors shall be compatible with the dominant architectural materials of buildings on site and shall be integral to a building on site whenever possible. The enclosure shall be located out of public view and constructed to visibly screen the views from the adjoining properties.

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FIGURE 1.14 EQUIPMENT AND TRASH SCREENING EXAMPLES

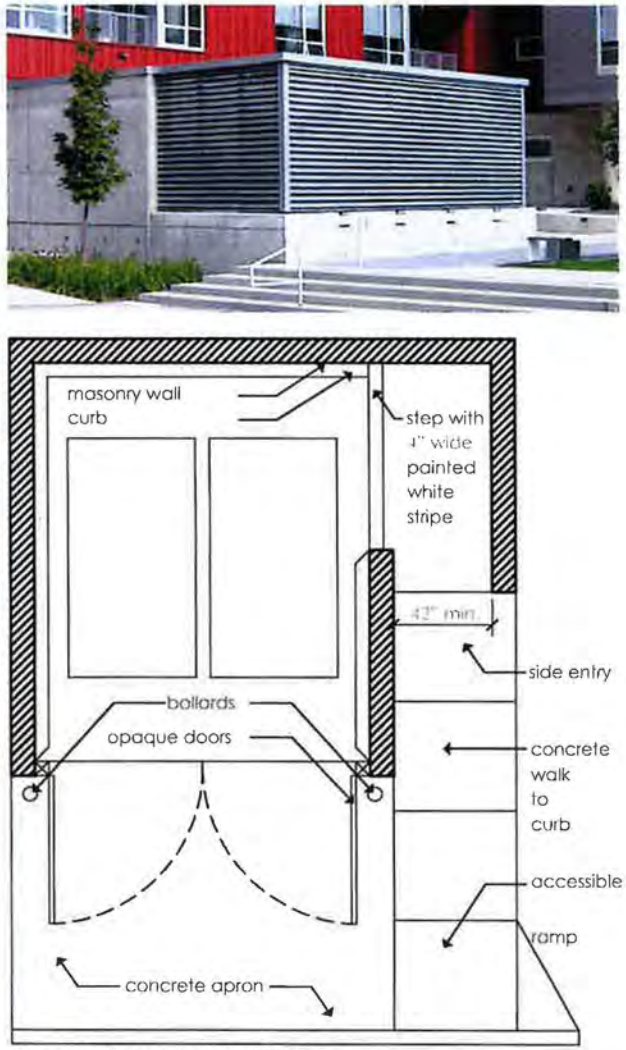

FIGURE 1.15 TRASH ENCLOSURE EXAMPLE PLAN

FIGURE 1.16 PAN STYLE RACEWAY SIGN MOUNTING

FIGURE 1.17 MONUMENT SIGN DIMENSIONS

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SIGNAGE

Permanent signage for all non-residential properties within this overlay district shall be restricted to the following sign types and regulations. Temporary and non-commercial signage and signage for residential properties shall revert to current city code.

BUILDING SIGNS

Building signs are defined as any sign which is in any way attached to a building or an appurtenance of a building and includes awning signs, canopy signs, fascia signs, parapet signs, painted signs and window signs. Internally illuminated color panels, strips, or bands and neon lighting shall be considered building signs.

Building signs shall not be attached to a roof or roof element of any structure or building.

All building signs, with the exception of awning and window signs, shall consist of solid individual letters and symbols made of anodized aluminum or similar materials or shall consist of individual illuminated self-contained letters and symbols made of anodized aluminum or similar materials with translucent plastic faces. Signs with exposed neon or exposed florescent tubes or light bulbs are prohibited. Painted signs including any lettering, graphics, images, and logos, are prohibited except as may be permitted on awnings and windows.

FIGURE 1.18 SMALL LOGO PANEL SIGN

All letters and symbols shall be individually attached to the building wall. Raceways are prohibited. In any situation where it is not physically practical to mount a wall sign without a raceway, a pan style raceway may be utilized, subject to the submittal of documentation of such physical impracticality to the Zoning Administrator. No individual letter or symbol shall exceed six (6) feet in height and six (6) feet in width.

Panel signs are prohibited; however, a panel type sign with an individual logo or graphic may be permitted as part of a building sign provided the panel area does not exceed six (6) feet in height and six (6) feet in width and is designed as if it were an individual illuminated self-contained letter or symbol.

One (1) square foot of signage is permitted for each linear foot of building face that fronts along a public street. Building signage may be placed along any building wall face provided the total square footage of allowed signage is not exceeded. Sign area for each sign is calculated by the area of a rectangle that incorporates the extreme points or edges of all text, symbols, and logos of the sign.

Prior to installation of any signage on a multi-tenant building, the building owner shall provide a signage plan detailing the general design and location of all signage and how and where signage will be allocated to each individual tenant space. This plan shall be adhered to unless an alternate plan is provided to the City by the building owner.

Window signs are defined as a building sign or other sign, picture, graphic, or color band affixed to the interior of a window, embedded in a window, painted on the interior of a window or hanging adjacent to a window or close to a window and obviously intended to be viewed in part or totally through the window by the public. Window signs shall cover no more than 20% of the surface area of any individual window unit and shall not be internally or directly illuminated. Window signs shall be counted against the total allowable building signage.

MONUMENT SIGNS

Monument signs are defined as a freestanding sign monument which is anchored to the ground and has a monolithic or columnar line and which maintains essentially the same contour from grade to top with the base of the sign. Signage is affixed to the monument face and solid sign monument may be doubled sided with two (2) sign faces, perpendicular or parallel to the adjoining roadway, but in no case shall consist of more than two (2) sign faces. Pole signs are prohibited.

Monument signs shall be considered permanent signs for the purpose of these regulations and only on-premise monument signs shall be permitted. On-premise signs are defined as sign which has the primary purpose of identifying or directing attention to commercial activity on the lot on which the sign is located. Off-premise signs, signs which directs attention to a commercial use conducted off the lot on which the sign is located, shall be prohibited.

Each building lot is permitted one (1) monument sign per public street frontage.

Monument signs may be double-sided with a single sign face on each side of the monument for a total of no more than 2 sign faces. Each monument sign face may have up to one square foot (1 sq. ft.) of sign area for each linear foot of street frontage contained by the lot of record on which the sign is located for the frontage on which the sign is facing (or may follow the table below). The maximum sign area is 150 square feet per sign face. Sign area is calculated by the area of a rectangle that incorporates the extreme points or edges of all text, symbols, and logos of the sign.

The monument sign setback from all property lines is equal to the total monument sign height including any sign structure. The maximum monument sign height is 15 feet. However, in no case shall a monument be installed within a street or driveway intersection sight triangle as defined by City code.

All signage affixed to sign monuments (monument signs) shall consist of solid individual letters and symbols made of anodized aluminum or similar materials or shall consist of individual illuminated self-contained letters and symbols made of anodized aluminum or similar materials with translucent plastic faces. Signs may also consist of routed face signs. Painted signs are prohibited. Signs with exposed neon or exposed florescent tubes or light bulbs are prohibited.

No individual letter or symbol shall exceed four (4) feet in height and four (4) feet in width. All letters and symbols shall be individually attached to the sign monument surface. Raceways are prohibited.

Panel signs are prohibited; however, a panel sign with an individual logo or graphic may be permitted as part of a monument sign provided the panel area does not exceed four (4) feet in height and four (4) feet in width and is designed as if it were an individual illuminated self-contained letter or symbol.

Min. Setback from all Property Lines	Max. Sign Height	Max. Monument Sign Area per Sign Face*	Min. Street Frontage Requirement
5 FT.	5 FT.	35 SQ. FT.	40 FT.
7 FT.	7 FT.	70 SQ. FT.	280 FT.
15 FT.	15 FT.	150 SQ. FT.	600 FT.

BUILDING DESIGN STANDARDS

It is the intent of these standards to establish basic parameters for building design that have the effect of producing structures that preserve and enhance building and property values, are long-lasting, resistant to deterioration, and maintain their visual appeal over time. It is further the intent of these standards to establish and promote a community image of permanence, quality, authenticity, and consistency through building design. It is not the intent of these standards to unduly restrict design freedom or apply a particular architectural style to all structures.

Buildings constructed within this overlay district shall be subject to the following requirements for the application of exterior finish materials and other design elements.

BUILDING PLACEMENT AND SITE DESIGN STANDARDS

PEDESTRIAN ACCESS

All site developments and new buildings shall be oriented and placed to prioritize pedestrian movements over those of the automobile. 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.

ARCHITECTURAL SCREENING

Screening shall be required to obscure the view of all appurtenances of buildings, listed below, from any adjoining residential property and all public streets:

- Rooftop equipment;
- Roof access ladders and walkways;
- Ground-mounted HVAC equipment;
- Utility meters;
- Major utility conduits, pipes, and cables;
- Outdoor storage areas;
- Loading areas, berths or docks;
- Areas and equipment for the storage, collection and compaction of refuse and recyclables.

Screening shall be consistent with the overall design of the building utilizing the same materials and detailing wherever practical.

FUEL PUMP ISLAND CANOPIES

All fuel pump islands shall be provided with a canopy regardless of the quantity of pumps.

The minimum height of any fuel pump canopy shall be fourteen feet (14') clear measured from the lowest point of the canopy to a point on the pavement directly below. The maximum canopy height shall not exceed twenty feet (20').

Canopies attached to the principal structure shall meet the setback requirements for said structure. Detached canopies shall have a minimum front yard setback of fifteen feet (15') and a minimum side yard setback of ten feet (10').

All structural and supporting columns shall be wrapped in a material consistent with or complementary to the primary building material of the principal structure. Exposed steel structural columns shall not be permitted. Canopies clad in any architectural metal panel shall be of one color.

DELIVERY, SERVICE AND LOADING DOCKS

Buildings designed with loading docks and overhead doors shall be oriented to screen their view from any adjoining residential property and public streets.

NATIONAL TENANT AND FRANCHISE ARCHITECTURE

Franchise architecture is defined as any architectural design which is prototypical or identifiable with a national or regional chain or corporation and includes specific iconographic and architectural elements that are repeated in each franchise location. Franchise architecture is discouraged and shall not be permitted unless it complies with all the requirements and standards set forth in this overlay district

BUILDING ARCHITECTURAL DESIGN STANDARDS

MASSING AND PROPORTION

The ground level of any multi-story building shall be designed in such a way as to be pedestrian friendly while promoting and enhancing activity along the street. The ground level shall be visually differentiated from any upper story through the use of architectural features including intermediate cornice lines, sign bands (friezes), awnings, porticos and/or changes in building materials and/or changes in window shape and size.

All buildings shall be designed so as to have a visually distinct top, middle, and bottom.

PRIMARY FAÇADES AND ENTRY

Every building shall be designed with a primary façade as designated by its relationship to the public street and the location of the main point of entry into the structure. The main front (primary) entry of any building shall face the nearest public street. Primary entryways may be elevated from the street elevation provided all state or federally mandated access requirements (ADA) are met for the building type and use.

All entryway access components including stairs, ramps, landings, and such shall be constructed of durable materials complementary to and consistent with the materials used on the principal structure. Acceptable materials include poured-in-place concrete, precast concrete, brick and stone. Wood shall not be deemed an acceptable material.

ARTICULATION OF FAÇADES

No building façade shall exceed forty (40) feet in length without interruption by one or more of the following architectural features:

- Projection or recess in the wall plane of at least two feet (2') in depth;
- Change in material, texture, or pattern;
- Columns, piers, pilasters or other equivalent structural and/or decorative elements;
- Changes in fenestration pattern.

WINDOWS AND DOORS

Windows shall be provided in each façade of any new building unless deemed technically or programmatically infeasible. Windows shall be appropriately sized to the scale of the building.

In commercial, office and retail buildings, all glass shall be clear with a minimum light transmittance of 65%.

BUILDING EXTERIOR FINISH MATERIALS

All new buildings shall be designed and constructed using quality building materials appropriately applied to create aesthetically pleasing, long-lasting structures that contribute to the overall character of the area in which they are built.

All new buildings and additions to existing buildings shall be subject to the standards of this section. However, expansions of less than twenty percent (20%) of the floor area of the existing building may use the same or superior materials as the existing structure.

Acceptable, quality building materials shall generally be categorized as high-quality and standard-quality. Materials shall be divided into four (4) classes where Class A and Class B shall be considered high-quality and Class C and Class D shall be considered standard quality. Materials are described as follows:

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CLASS 1 MATERIALS (VERY HIGH-QUALITY)

- Fired clay brick, full-veneer masonry wall system
- Natural stone, full-veneer masonry wall system
- Glass, curtain wall and/or glass cladding system
- Other comparable or superior materials

CLASS 2 MATERIALS (HIGH-QUALITY)

- Thin veneer brick (adhered)
- Manufactured or cast stone (adhered)
- Textured architectural concrete panels
- Masonry stucco, traditionally applied
- Other comparable or superior materials

CLASS 3 MATERIALS (STANDARD QUALITY)

- Integrally-colored, specialty concrete block such as textured, burnished block or split-face block, or concrete brick
- Fiber-cement board or panels, irrespective of form
- Decorative opaque panels designed as exterior building finish
- Metal wall panel systems, insulated or rain screen assemblies (this definition does not include metal siding and corrugated or ribbed metal sheets of any type)
- Other comparable or superior materials

CLASS 4 MATERIALS (LOWER-COST, STANDARD QUALITY)

- Vinyl siding or panels, irrespective of form or thickness
- Water-managed Exterior Insulation and Finish System (EIFS)
- Smooth or scored concrete block
- Smooth concrete tilt-up panel systems
- Translucent wall panel systems (Kalwall)
- Ceramic
- Glass block
- Wood
- Other comparable or superior materials

BUILDING EXTERIORS

Buildings shall incorporate classes 1, 2, 3, and 4 exterior finish materials in the following manner:

Single-Family Detached and Two-Family (Duplex) Dwellings

All Single-family and two-family dwellings, including manufactured homes and factory-built homes, and accessory structures including detached garages and sheds, shall be residential in character and must incorporate class 1, class 2, class 3, or class 4 materials on100% of their facade area.

Multi-Family and Single-Family Attached Residential Buildings

The street-facing façade(s) of any residential building constructed in this overlay district must use at least two (2) class 1 or class 2 materials as primary materials together composing at least 50% of the street-facing façade area. Class 3 materials shall not exceed 50% of the street-facing façade area, and class 4 materials shall not exceed 10% of the street-facing façade area.

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Commercial and Mixed-Use Buildings

All non-industrial retail, office, mixed-use, and other commercial buildings constructed in this overlay district must use at least three (3) class 1 or class 2 materials as primary materials together composing at least 75% of all façade areas. Class 3 materials shall not exceed 25% of the façade area, and class 4 materials shall not exceed 10% of the façade area. At least one street-facing building façade and the façade containing the main building entry, if different from the street façade, shall consist of no less than 30% glass windows and full glass doors on the first level.

Industrial Buildings

The street-facing façade(s) of any industrial building constructed in this district must use at least two (2) class 1 or class 2 materials as primary materials together composing at least 50% of the street-facing façade area. Class 3 materials shall not exceed 50% of the street-facing façade area, and class 4 materials shall not exceed 10% of the street-facing façade area.

GENERAL REGULATIONS

Primary materials shall be those covering at least 5% of a building's façade area.

Façade area shall be the total exterior wall area of all vertical or near-vertical faces of a building four (4) feet in width or greater when viewed in elevation. Façade area shall be calculated to exclude the wall area resulting from minor projections and recessions from the predominant wall plane less than four (4) feet in depth. Façade area shall be calculated to include the area of parapets, cornices, and similar wall extensions and trim.

A distinctly different color of fired clay brick may be considered as an additional class I material. However, minor blended color variations shall not be considered as a separate material.

Except where architecturally unsuitable, appropriately-scaled trim of at least three (3) inches in width shall be included around all window and door openings, building corners, roof lines, and façade material transitions.

Brick and stone exterior finishes shall not be painted.

No EIFS or translucent wall panel shall be permitted within the lower three (3) feet of any building wall façade.

Roofing Materials

When appropriate for the building design, the use of standing seam metal roofing, architectural grade metal roofing shingles, and other architectural metal roofing panel systems are encouraged. Asphalt shingles, if used, must be laminate style. Corrugated or ribbed metal sheets and similar lower quality roofing materials are not permitted.

PERMITTED USES

The Table of Uses contained herein identifies those uses, for each of the underlying zoning districts, that are compatible with the goals and intent of the North Scott Corridor Plan. These uses should be encouraged and permitted within this overlay.

This table is intended to match and be identical to the Table of Uses contained in Chapter 40 of the City's Unified Development Code (UDC) except that not all zoning districts and not all uses are identified. Uses not listed should be discouraged within this overlay district. Should a conflict arise between these tables, the table contained in Chapter 40 of the UDC shall prevail.

Uses identified with a "P" are permitted by right within the designated zoning district. Uses identified with a "C" are permitted by right subject to compliance with all relevant conditions contained within the City's Unified Development Code. Uses identified with an "S" may be allowed within the designated zoning district upon approval of a special use permit as defined in the City's Unified Development Code. Uses not identified with a "P", "C", or an "S" are not permitted.

INCOMPATIBLE USES

The following uses are not compatible with the goals and intent of the North Scott Corridor Plan and the North Scott Corridor Overlay District and Guidelines. These uses should be discouraged within this overlay district.

- Adult entertainment businesses.
- All automotive, truck, boat and camper oriented uses including sales, repair, and parts.
- Body art establishments.
- Pawnshops.
- Liquor stores, tobacco shops, vape shops, and any business with 50% or more of its gross sales in alcohol, tobacco products, and/or nicotine products.
- Delayed deposit credit institutions (payday loan, check cashing, car title loan establishments).
- Manufactured home park.
- Restaurants with drive-thru service.
- Self-storage facilities.
- Smoking lounges and Hookah lounges.

NORTH SCOTT CORRIDOR OVERLAY - TABLE OF USES							
USES	ZONING DISTRICTS						
RESIDENTIAL USES	R-1	R-3A	PO	C-1	C-2	C-3	FCI
Single-family dwelling, attached	P	P					
Multifamily dwelling (3+ units)	P	P					
Apartment community	P	P					
Dwelling units located above the ground floor				P	P	P	
Group living							
◦ Assisted living	C	C					
◦ Halfway house	S	S					
◦ Nursing care facility	C	C					
PUBLIC AND CIVIC USES	R-1	R-3A	PO	C-1	C-2	C-3	FCI
College or university			S		S	S	
Cultural exhibit or library	C	C	S				
Government buildings and properties	C	C	S				
Hospital			P	S	P	P	
Place of public assembly	C	C	P				
Public safety services	C	C	P				
Religious assembly	P	P	P				
School	P	P	P				
Social club or lodge			P	P	P	P	**P**
Utilities							
◦ Major	S	S	S				
◦ Minor	S	S	S				

NORTH SCOTT CORRIDOR OVERLAY - TABLE OF USES							
USES	ZONING DISTRICTS						
COMMERCIAL USES	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	FCI
Art Gallery			P	P	P	P	
Banks and financial services							
• Banks and credit unions (not including delayed deposit credit institutions such as payday loan, check cashing, car title loan, pawn shops, and similar businesses)			P	P	P	P	**P**
Business support service			P	P	P	P	**P**
Construction sales and service (no outdoor storage)					P		**P**
Day care							
• Day care center or home	S	S	S	S	S	S	**S**
• Day care home with less than 4 children	C	C					
Eating and drinking establishment							
• Restaurant (Any establishment with 50% or more of total gross sales in alcoholic beverages shall be defined as and considered a tavern or bar and not a restaurant.)				C	P	P	**P**
• Tavern and bar				C	P	P	**P**
Entertainment and spectator sports							
• Indoor	C	C			P	P	**P**
• Outdoor	C	C			P	P	**P**
Funeral and interment services							
• Funeral home				S	P	P	**P**
Lodging							
• Hotel or motel (Defined as a building containing guest rooms in which lodging is provided and offered to the public on a temporary basis for compensation, and which is open to transient guests, in contrast to a bed and bed and breakfast inn, boarding house, or rooming house. For establishments to be considered a hotel or motel, versus an apartment house/building, all rooms must be available for rent for as little as one (1) night and no more than 30 days, no rental contract or similar agreement is involved, and the establishment must be licensed as a hotel and collect and pay hotel/motel tax.)			P		P	P	**P**
Medical or dental clinic			P	P	P	P	**P**
Office			P	P	P	P	**P**
Personal and consumer service			P	P	P	P	**P**
Retail sales							
• Large (single or multi-tenant buildings over 100,000 sq. ft. gross floor area)					P	P	**P**
• Small (single or multi-tenant buildings no greater than 100,000 sq. ft. gross floor a)			P	P	P	P	**P**

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NORTH SCOTT CORRIDOR OVERLAY - TABLE OF USES							
USES	ZONING DISTRICTS						
COMMERCIAL USES, CONT'D.	R-3	R-3A	PD	C-1	C-2	C-3	FCI
Sports and recreation, participant							
• Outdoor				S	P	P	**S**
• Indoor					P	P	**P**
Vehicle sales and service							
• Car wash					C	C	**C**
• Gas station and convenience store (min. 5,000 sq. ft. gross floor area retail store)					C	C	**C**
INDUSTRIAL USES	R-3	R-3A	PD	C-1	C-2	C-3	FCI
Limited Manufacturing, production & industrial services (no outdoor storage)							**P**
Research laboratory							**P**
Trucking/freight terminal							**S**
Warehousing and wholesaling							**S**
OTHER USES	R-3	R-3A	PD	C-1	C-2	C-3	FCI
Accessory uses	C	C	C	C	C	C	**C**
Home occupation	C	C					
Accessory parking	P	P	P	P	P	P	**P**
Wireless communication facility							
• Freestanding					S	S	**S**
• Co-located	S	S	S	S	S	S	**S**

LEGAL NON CONFORMING PROPERTIES

It is the intent for those buildings and uses that do not currently comply with the overlay district design standards will over time be brought into compliance with these guidelines. All property within this overlay district shall comply with the nonconforming uses chapter of the City's Unified Development Code.

Any building addition or site expansion shall comply with the standards established for this overlay district.

Building façade modifications and site modifications shall comply with the standards of this overlay district. However, building façade maintenance (painting and window replacement) and site maintenance (patching or repaving of existing paving, replacing existing landscaping) are not required to comply with the standards of this overlay district.

SECTION VII
B

R2017-40

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS FOR THE BENEFIT OF THE CITY OF BELTON, MISSOURI.

WHEREAS, the City of Belton, Missouri (the "City"), has selected the firm of Gilmore & Bell, P.C., as bond counsel ("Bond Counsel"), and Piper Jaffray & Co., as financial advisor (the "Financial Advisor") for one or more series of general obligation bonds in the approximate principal amount of $15,920,000 (the "Bonds") for the purpose of (1) financing the costs to construct, renovate and improve the streets of the City, including without limitation any related sidewalks, curbs, gutters and storm water sewers (the "Project") and (2) crossover advance refunding the City's General Obligation Bonds, Series 2010 (the "Series 2010 Refunded Bonds") and a portion of the City's General Obligation Refunding and Improvement Bonds, Series 2011 maturing in year 2022 and thereafter (the "Series 2011 Refunded Bonds," together with the Series 2010 Refunded Bonds being collectively the "Refunded Bonds") to provide debt service savings for the City; and

WHEREAS, the City desires to authorize the offering for sale of the Bonds pursuant to a competitive public sale, and to authorize the Financial Advisor, Bond Counsel and the officers of the City to proceed with the preparation, review and distribution of documents for the sale.

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

Section 1. The Financial Advisor, Bond Counsel and the officers of the City are hereby authorized to proceed with preparation of a notice of sale (the "Notice of Sale"), a preliminary official statement (the "Preliminary Official Statement") and a final official statement (the "Official Statement") to provide for the competitive public sale of the Bonds. Upon completion of the preparation and review of the Notice of Sale and the Preliminary Official Statement, the Financial Advisor is hereby authorized to proceed with the offering for sale of the Bonds. The final terms of the Bonds shall be determined and approved by subsequent ordinance of the City Council of the City. The Refunded Bonds expected to be refunded consist of all of the outstanding Series 2010 Bonds, in the aggregate principal amount of $3,845,000, and a portion of the outstanding Series 2011 Bonds, in the aggregate principal amount of $9,370,000.

Section 2. The City Council hereby authorizes the execution of the final Official Statement by the Mayor, the City Manager or other appropriate officers of the City with such changes and additions thereto as such officials shall deem necessary or appropriate, such official's signature thereon being conclusive evidence of such official's and the City's approval thereof. The City Council hereby consents to the use and public distribution by the Financial Advisor of the Notice of Sale, the Preliminary Official Statement and the final Official Statement in connection with the competitive public offering for sale of the Bonds.

Section 3. For the purpose of enabling the successful bidder on the Bonds (the "Purchaser") to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the Mayor, the City Manager or other appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to the effect that the City deems the information 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 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 requirements of such Rule.

Section 4. The City agrees to provide to the Purchaser within seven business days of the date of the agreement to purchase the Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, 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 5. The Mayor, the City Manager, the Finance Director and other officers and representatives of the City, the Purchaser, the paying agent for the Refunded Bonds, the Financial Advisor and Bond Counsel are hereby authorized and directed to take all necessary actions for the subscription and purchase of escrowed securities, including the subscription for United States Treasury Securities State and Local Government Series or open market securities, to accomplish the refunding of the Refunded Bonds.

Section 6. The Mayor, the City Manager, the Finance Director and other officers and representatives of the City, and the Financial Advisor and Bond Counsel, are hereby authorized and directed to take such other action as may be necessary to carry out the competitive public sale of the Bonds and the prepayment of the Refunded Bonds.

Section 7. This Resolution shall be in full force and effect from and after its adoption by the City Council.

Duly read and passed this 26th day of September, 2017.

Mayor Jeff Davis

ATTEST:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

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

I, Patricia A. Ledford, 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 26th day of September, 2017, and adopted at a regular meeting of the City Council held the 26th day of September, 2017, by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

SECTION VII
C

R2017-41

A RESOLUTION APPROVING THE MARKEY ROAD DEDICATION SIGN MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BELTON, MISSOURI AND CHRISTIE DEVELOPMENT ASSOCIATES FOR THE PURCHASE AND PERPETUAL MAINTENANCE OF THE DEDICATION SIGN HONORING THE GENEROUS DONATION OF LAND BY 58-71 LIMITED PARTNERSHIP GENERAL PARTNERS FOR STREET RIGHT-OF-WAY NOW COMPRISING THE TOWNE CENTER DRIVE AND MARKEY PARKWAY AND INSTALLATION COORDINATED BY BLAKE REED FOR HIS EAGLE SCOUT PROJECT.

WHEREAS, the General Partners of 58-71 Limited Partnership, Gilbert Pena, Senecca and Teresa Marquez, and James and Mary Jo Bush generously donated ten acres of land for street right-of-way that today comprises Towne Center Drive and Markey Parkway; and

WHEREAS, City leadership and Christie Development Associates wanted to memorialize the donation of this land by creating a monument that would provide a public memorial, and began to explore possible options; and

WHEREAS, City staff was aware that Blake Reed, an Eagle Scout Candidate from Troop 510 in Belton, Missouri was in search of an Eagle Scout Service Project; and

WHEREAS, Staff began working with Mr. Reed to assist in the preparation of the documents necessary to construct a monument sign to be located in City right-of-way that would permanently recognize the contribution of property owners for the construction of Markey Parkway; and

WHEREAS, all work will be completed in a professional manner and is supervised by Mike Stegner, owner of MSE Hardscapes, and Dave Olson, PE with Christie Development Associates. In addition, the material for the sign will be donated by SEMCO Outdoors, and labor for the installation and construction will be provided by the Boy Scouts and MSE Hardscapes; and

WHEREAS, the sign will be owned and maintained by the City after installation; and

WHEREAS, the City Council believes this memorandum of understating and placement of the sign on City right-of-way is in the cities best interest.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI.

Section 1. That the Markey Road Dedication Sign Memorandum of Understanding, herein attached and incorporated as Exhibit "A" to this Resolution, is hereby approved.

Section 2. That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this 26th day of September, 2017.

Mayor Jeff Davis

ATTEST:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

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

I, Patricia A. Ledford, 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 26th day of September, 2017, and adopted at a regular meeting of the City Council held the 26th day of September, 2017, by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

CITY OF BELTON
CITY COUNCIL INFORMATION FORM

MEETING DATE: September 26, 2017
ASSIGNED STAFF: Jay C. Leipzig, AICP- Director- Community and Economic Development

☐ Ordinance	☒ Resolution	☐ Consent Item	☐ Change Order
☐ Agreement	☐ Discussion	☐ FYI/Update	☐ Public Hearing

ISSUE

The General Partners of 58-71 Limited Partnership, Gilbert Pena, Senecca and Teresa Marquez, and James and Mary Jo Bush generously donated ten acres of land for street right of way that today comprises Towne Center Drive and Markey Parkway. City leadership and Christie Development, Associates wanted to memorialize the donation of this land by creating a monument that would provide a public memorial, and began to explore possible options. In addition, staff was aware that Blake Reed, an Eagle Scout Candidate from Troop 510 in Belton, Missouri was in search of an Eagle Scout Service Project which is one of the final requirements to complete the award. As part of the Eagle Scout Service Project the candidate is charged with developing a project or activity that will provide a lasting benefit to the community as a whole. After further discussion, Mr. Reed was able to obtain approval from the Boy Scout Council to utilize the preparation and construction of the monument sign dedication as his Eagle Service Project. Staff began working with Mr. Reed to assist in the preparation of the documents necessary to construct a monument sign to be located in City Right of Way that would permanently recognize the contribution of property owners for the construction of Markey Parkway. During the September 5, 2017, Blake Reed provided an overview of the project. Mr. Reed will be requesting approval of the attached Memorandum of Understanding and Resolution for the monument sign during the City Council meeting on September 26, 2017.

All work will be completed in a professional manner and is supervised by Mike Stegner, owner of MSE Hardscapes, and Dave Olson, PE with Christie Development Associates. In addition, the material for the sign will be donated by Semco Outdoors, and labor for the installation and construction will be provided by the Boy Scouts and MSE Hardscapes.

REQUESTED COUNCIL ACTION

Requesting approval of the Memorandum of Agreement.

BACKGROUND

IMPACT/ANALYSIS:

None

STAFF RECOMMENDATION
Staff is recommending approval of the Memorandum of Understanding during the City Council meeting on September 26, 2017.

ATTACHMENTS
Markey Parkway Dedication Sign MOU
Resolution- Markey Parkway Monument Sign.

MARKEY ROAD DEDICATION SIGN
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made this _____ day of _____, 2017, between the CITY OF BELTON, a Municipal Corporation, and DAVID CHRISTIE, President of Christie Development, Inc. and developer of commercial properties at Towne Center and Belton Gateway, collectively known as the PARTIES for the development, planning, design and placement of the Dedication Sign described herein.

WHEREAS, the General Partners of 58-71 Limited Partnership, Gilbert Pena, Senecca and Teresa Marquis and Jim and Mary Jo Bush, generously donated ten acres of land for street right-of-way that today comprises Towne Center Drive and Markey Parkway; and

WHEREAS, this gift was instrumental in building a transportation connection from Highway 58 to the new interchange at 163rd Street and Interstate 49 and supporting visionary commercial and residential development along the way; and

WHEREAS, as a way of thanking and remembering the graciousness of this meaningful gift to the community of Belton, the City of Belton and David Christie have partnered to place the Dedication Sign as shown in the Monument Sign Elevation and the Cast Plaque attached and incorporated herein as **Exhibit "A" and Exhibit "B"**; and

WHEREAS, David Christie purchased the Sign and the City provided the right-of-way and in-kind services including the traffic control plan and coordination to safely place the Dedication Sign along Markey Parkway; and

WHEREAS, in order to keep the installation costs at a minimum for the citizens of Belton, the following persons and companies have stepped forward, at no cost, to contribute to the project:

a. Dave Olson, Christie Development Associates, to design the Sign and prepare design plans for the installation;
b. Blake Reed, Boy Scout with Troop No. 510 in Belton, Missouri, has volunteered to coordinate the project for his Eagle Scout Project, including obtaining City Council approval and the Right-of -Way Permit;
c. Mike Stegner, Owner of MSC Hardscapes, has volunteered to supervise and build the base, set and secure the sign within the structure; and

d. SEMCO is donating the rock for the columns on each side of the Sign.

WHEREAS, the City Council believes the City ownership and placement of the Dedication Sign on City right-of-way along the street that the partners of the 58-71 Limited Partnership had the foresight to donate is in the best interest of the City of Belton.

THEREFORE, it is understood and approved by the Parties as follows, that:

1. PLACEMENT. The Markey Road Dedication Sign, hereinafter "Sign", will be placed upon the City Right-of-Way on Markey Parkway, in the following described location in City of Belton, County of Cass, State of Missouri, to-wit:

   TWENTY FEET NORTHWEST OF THE CURB INLET JUST NORTHWEST OF THE REX SPENCER ENTRANCE OF THE CITY OF BELTON, ALL BEING IN RANGE 33 WEST, SECTION 12, TOWNSHIP 46 NORTH, OF BELTON, CASS COUNTY, MISSOURI.

   A Map of the Sign location is attached to and incorporated in this MOU as **Exhibit "C".**

2. CONSTRUCTION. The Sign will be constructed by the volunteers listed above.
3. ACCEPTANCE, MAINTENANCE, AND REPAIR: The City of Belton will own the Sign upon completion of installation and will maintain and repair the Sign and its base in perpetuity.
4. UTILITIES AND SERVICES: There are no utilities or services to the Sign.
5. INSURANCE: The City of Belton will have the Sign covered as a City asset for general liability and property casualty insurance.
6. ENTIRE AGREEMENT: This MOU contains the entire agreement between the parties, and no modification of this MOU shall be binding upon the parties unless evidenced by an agreement in writing signed by the Parties after the date hereof.

CITY OF BELTON, MO

_____

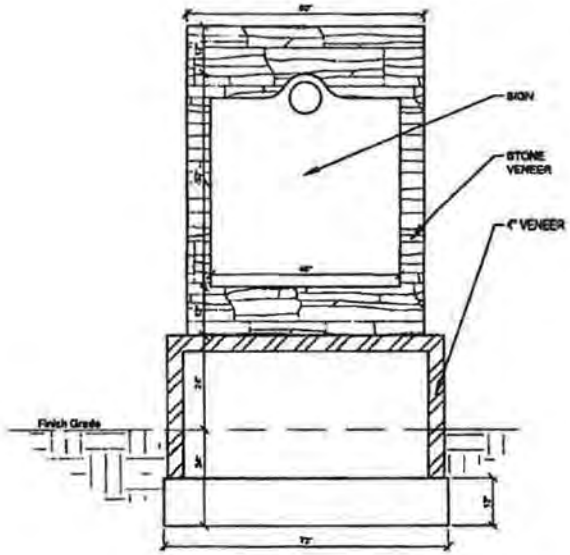
Jeff Davis, Mayor

DEVELOPER/CHRISTIE DEVELOPMENT ASSOCIATES

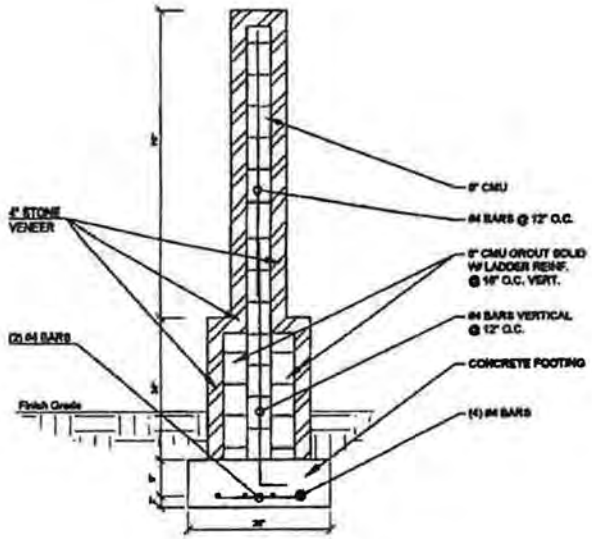
_____

David Christie, President

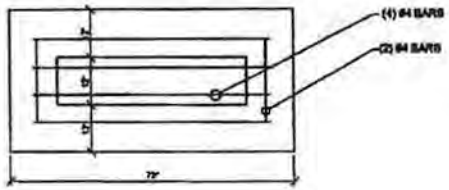
Exhibit A



1 FRONT ELEVATION



2 SIDE ELEVATION



3 FOUNDATION PLAN

CASCO
10677 WATSON ROAD
ST. LOUIS, MO 63127
PROJECT MANAGERS

CHRISTIE DEVELOPEMENT
BELTON, MO
MARKET PKWY

MONUMENT SIGN ELEVATION

SHEET NUMBER
1

ORDER #: 38323

RTF #: 14873

CUSTOMER PO #: MARKEY

Exhibit B

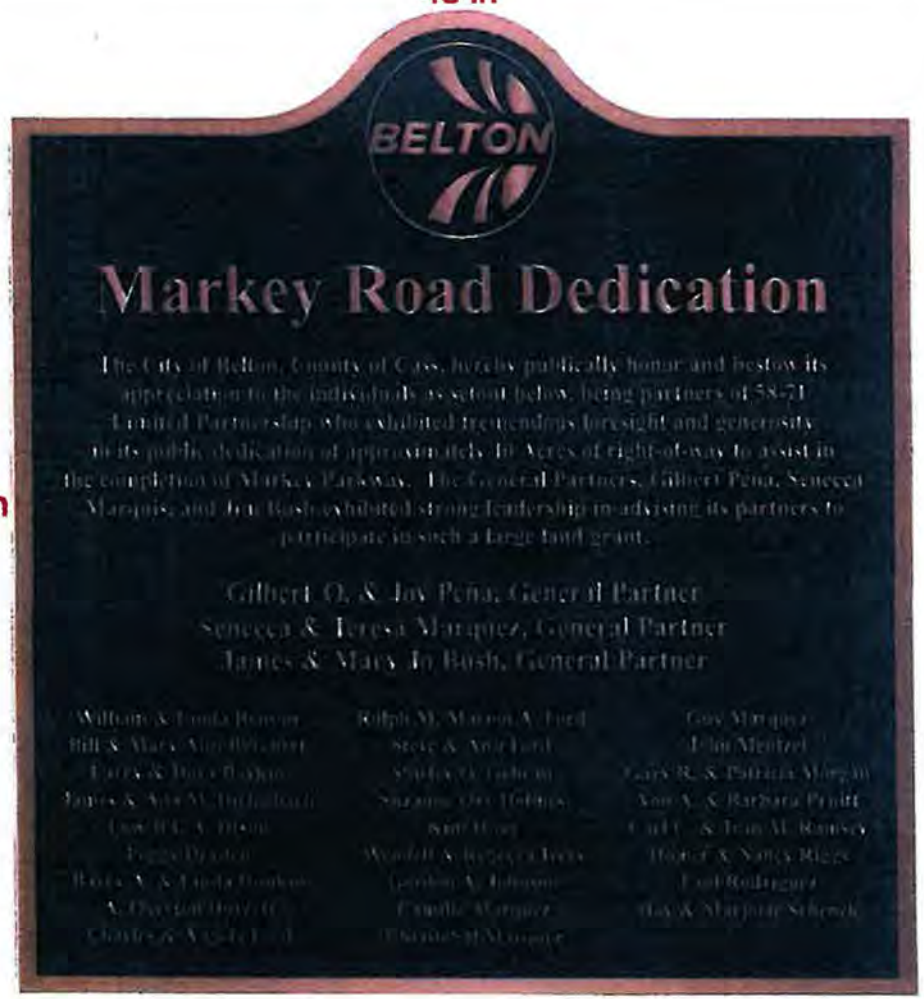
DATE: 1/12/2017

LAYOUT ARTIST: CRAIG EASTLEY

SALESPERSON: CRAIG / JAMESON

48 in

52 in



Cast PLAQUE

MATERIAL - BRONZE
SIZE - 48"Wx52"H
QTY - 1
DEPTH - 3/4"
SHAPE - Custom Shape
COPY - Raised Copy-Horizontal Stroke
FINISH - Leatherette-w/Brushed Surface
BORDER - Single Line Border
COLOR - 2025 Black Painted
STYLE - Per Artfile Supplied
CLEAR CO - Semi-Gloss
MOUNT - Blind Mount-Standard Studs

RETURNS/EDGES - painted background color

RAISED	RECESSED
Bronze	Black

PLEASE NOTE THE FOLLOWING:

Currently no alterations

VERSION: 2

Exhibit C
Markey Dedication Sign

SECTION VII
D

R2017-42

AN RESOLUTION PROVIDING AN ENDORSEMENT OF TRADITION VILLAS BY SALLEE DEVELOPMENT AND PROVIDING A LETTER OF SUPPORT TO THE MISSOURI HOUSING DEVELOPMENT COMMISSION FOR A SENIOR HOUSING COMMUNITY IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.

WHEREAS, Sallee Development is proposing to build a thirty-two (32) unit villa community for seniors in the City of Belton on Traditions Parkway just a block east of the intersection of S. Mullen and Traditions Parkway; and

WHEREAS, the City of Belton, Missouri, supports affordable housing choices for the benefit of seniors in the City of Belton; and

WHEREAS, the proposed senior housing community is a development situated on 5.09 acres and comprised of six one story row buildings featuring thirty-two two bedroom apartments with an office and community building supported by full time professional management. The design of this development will assure long term affordability, energy efficiency, accessibility and afford seniors in our community the ability to age in place and remain in their home in a safe, secure and convenient environment and location; and

WHEREAS, the proposed affordable senior housing development is in compliance with the needs as identified in the City's Comprehensive Plan; and

WHEREAS, the City Council believes the proposed affordable senior housing development and the City's senior population deserves the support of the City of Belton for the above and foregoing reasons and is in support as detailed in the Letter of Support attached to and incorporated to this Resolution as Exhibit A.

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

Section 1. That the City Council of the City of Belton hereby endorses and supports Tradition Villas by Sallee Development.

Section 2. That the Mayor is hereby authorized to sign and mail the Letter of Support, herein attached and incorporated as Exhibit A to the Missouri Housing Development Commission.

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

Duly read and passed this 26th day of September, 2017.

Mayor Jeff Davis

ATTEST:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

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

I, Patricia A. Ledford, 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 26th day of September, 2017, and adopted at a regular meeting of the City Council held the 26th day of September, 2017, by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: September 26, 2017 **DIVISION:** Planning and Building Department

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

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

ISSUE/RECOMMENDATION:
Provide a Resolution of support for Tradition Villas senior apartments by Sallee Development, and authorize the Mayor to send a letter of support to the Missouri Housing Development Commission.

PROPOSED CITY COUNCIL MOTION:
Authorize approval of the attached Resolution and letter of support to the Missouri Housing Development Commission.

BACKGROUND:
Sallee Development is proposing to build a thirty-two (32) unit villa community for seniors in the City of Belton on Traditions Parkway east of the intersection of S. Mullen and Traditions Parkway. The project will include thirty-two (32) affordable apartment homes for seniors, and the City Council has indicated support for the project. At the City Council Work Session of September 5, 2017, the City Council indicated support for this affordable housing development for the benefit of the seniors of the City of Belton.

IMPACT/ANALYSIS:
The proposed affordable senior housing development is in compliance with the City's Comprehensive Plan and will provide needed housing for our senior population.

STAFF RECOMMENDATION, ACTION, AND DATE:
Staff recommends approval of the attached Resolution and letter of support.

LIST OF REFERENCE DOCUMENTS ATTACHED: Resolution and letter to the Missouri Housing Development Commission.

EXHIBIT A

City of Belton
520 Main Street
Belton, MO 64012
Phone: 816.331.4331
Fax: 816.331.6973

September 26, 2017

Mr. Kip Stetzler
Executive Director
Missouri Housing Development Commission (MHDC)
920 Main, Suite 1400
Kansas City, MO 64105

RE: Traditions Villas (senior apartments in Belton, MO)

Mr. Stetzler,

Please accept this letter as formal notification of my full support for Traditions Villas and the Sallee's tax credit application for the funding of this proposed senior development. This development company and their consultants have met with the City staff, myself and/or the city council on four occasions, so I am very much aware of their plans and have had personal input into their proposed site and building plans. Sallee Homes, Inc is one of the largest single family developers in our community. This proposed senior complex will be part of their current subdivision being developed in our community. We are very pleased with their current development and their continuing involvement in our community.

As Mayor of the City of Belton I want to pledge my full support for their plan to build quality affordable senior housing in Belton, MO. The addition of 32 senior apartments in our community is greatly needed. This would be an excellent use of federal and state and other available resources. Upon completion, this senior complex will be a valuable asset to the neighborhood and increase the supply of much need affordable senior housing in our community. Our growth rate is one of the fastest in the metro area, and this housing will allow our senior population to transition into a new home and most importantly remain in the community that they have called home most of their lives. We are experiencing tremendous growth as a community and new housing is a very necessary component of that growth.

Your favorable consideration of funding this application would help to meet a growing need for affordable housing in our community. I appreciate your attention to the needs of Belton, MO.

Sincerely,

Mayor Jeff Davis