



**CITY OF BELTON
CITY COUNCIL
REGULAR MEETING
TUESDAY, MARCH 24, 2015 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

I. CALL REGULAR MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE

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 March 10, 2015, City Council regular meeting and the March 17, 2015, special meeting.

Page 7

B. Motion approving the February 2015 Police Judge’s Report.

Page 15

C. Motion approving the purchase of Live Smart Cartridges and Live Smart Cartridges for Training for Tasers for the police department.

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D. A resolution reappointing Gary Lathrop and appointing Bobby Davidson, to the building and fire prevention codes board of adjustment.

Resolution is attached.

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V. PERSONAL APPEARANCES

A. Kim Steele (16312 Hight), catch basin pond at Somerset Park.

VI. PURPLE HEART CITY PRESENTATION AND PROCLAMATION

VII. ORDINANCES

- A. Motion approving *final* reading of Bill No. 2015-12:
AN ORDINANCE APPROVING THE ENGAGEMENT OF TROUTT, BEEMAN AND COMPANY TO AUDIT THE CITY FINANCIAL RECORDS FOR FISCAL YEAR 2015.

Ordinance previously distributed.

- B. Motion approving *final* reading of Bill No. 2015-13:
AN ORDINANCE APPROVING THE PROPOSED FISCAL YEAR 2016 CITY BUDGET, AS REVISED, AND APPROPRIATING FUNDS FROM THE REVENUES OF THE CITY.

A summary list of changes or adjustments since the original budget proposed on January 13, 2015, is attached. The estimated ending general fund balance resulting from various updates and change is also attached. The list of changes is presented subject to final approval of the negotiated collective bargaining agreement with Local 42.

Ordinance previously distributed.

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- C. Motion approving *final* reading of Bill No. 2015-14:
AN ORDINANCE APPROVING THE FINAL PLAT OF A RE-PLAT OF LOT(S) 1, 2, AND 3, QUIKTRIP 233R, A 3.18-ACRE TRACT OF LAND, LOCATED AT 501 E. NORTH AVENUE, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.

Ordinance previously distributed.

- D. Motion approving *final* reading of Bill No. 2015-15:
AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR QUIKTRIP, A C-STORE AND GAS CANOPY DEVELOPMENT, ON A 3.18-ACRE TRACT OF LAND, LOCATED AT 501 E. NORTH AVENUE, ON THE SOUTHEAST CORNER OF MO-58 HIGHWAY AND MO STATE HIGHWAY, ROUTE Y, CITY OF BELTON, CASS COUNTY, MISSOURI.

Ordinance previously distributed.

- E. Motion approving *first* reading of Bill No. 2015-17:
AN ORDINANCE AMENDING CHAPTER 14, ENTITLED "NUISANCES", OF THE BELTON CITY CODE.

Ordinance is attached.

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- F. Motion approving *first* reading of Bill No. 2015-18:
AN ORDINANCE APPROVING THE RATIFICATION OF A CONTRACT WITH SEAL-O-MATIC FOR THE OVERLAYS OF TOWNE CENTER DRIVE AND MULLEN ROAD BEGINNING WITH THE HEADERS WITH THE NEW MARKEY PKWY PROJECT AND ENDING AT 58 HWY IN A NOT TO EXCEED AMOUNT OF \$135,000.

Ordinance is attached.

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- G. Motion approving *both* readings of Bill No. 2015-19:
AN ORDINANCE ELECTING A CHANGE TO BENEFIT PROGRAM L-6 FOR CITY EMPLOYEES UNDER THE MISSOURI LOCAL GOVERNMENT EMPLOYEES RETIREMENT SYSTEM.

Approval of both readings will be recommended contingent on final approval of the negotiated collective bargaining agreement with Local 42.

Ordinance is attached.

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- H. Motion approving *both* readings of Bill No. 2015-20:
AN ORDINANCE AUTHORIZING THE CITY OF BELTON, MISSOURI TO ENTER INTO AN EQUIPMENT LEASE PURCHASE AGREEMENT AND CERTAIN OTHER DOCUMENTS IN CONNECTION WITH THE ACQUISITION OF EQUIPMENT AND THE REFINANCING OF IMPROVEMENTS TO THE MUNICIPAL GOLF COURSE; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH SAID FINANCING.

Final cost estimates will be presented during the meeting.

Ordinance is attached.

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VIII. RESOLUTIONS

- A. Motion approving Resolution R2015-13:
A RESOLUTION APPROVING A SERVICES AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI, AND CBIZ BENEFITS AND INSURANCES SERVICES, INC.

CBIZ is the City's employee benefit consultant. This was an unexpected expense and it will be charged out of the contractual expense line item of 010-1400-400-3020. There is sufficient budget in the City Clerk's office to allow for this item. As the Affordable Care Act (ACA) evolves, there are reporting and tax requirements necessary to implement the requirements of the ACA. CBIZ developed software to help their clients accurately report ACA requirements to the Federal Government.

Resolution is attached.

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- B. Motion approving Resolution R2015-15:
A RESOLUTION APPROVING THE REAPPROPRIATION & REVISION OF THE FISCAL YEAR 2015 ADOPTED CITY BUDGET.

This is the final budget amendment for fiscal year 2015 and amends the annual budget to appropriate additional revenues that were received in the Mayor's Christmas Tree fund, Community Center Construction fund, Belton Marketplace TIF fund and Y Highway Market Place TIF fund throughout the year.

Resolution is attached.

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IX. CITY COUNCIL LIAISON REPORTS

X. MAYOR'S COMMUNICATIONS

XI. CITY MANAGER'S REPORT

XII. MOTIONS

- A. A motion approving Apparatus and Capital Equipment Replacement Plan proposed in the Fire Department's FY16 budget.

This was discussed at the 3/17/15 work session.

Supporting documents are attached.

Page 127

- B. A motion approving the purchase of an annual software subscription service from ITI with the FY16 budget.

This was discussed at the 3/17/15 work session.

Supporting documents are attached.

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XIII. OTHER BUSINESS

XIV. ADJOURN

**MINUTES OF THE
BELTON CITY COUNCIL
REGULAR MEETING
MARCH 10, 2015, CITY HALL ANNEX
520 MAIN STREET, BELTON, MISSOURI**

Mayor Davis called the regular meeting to order at 7:00 P.M.

Councilman Fletcher led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Jeff Davis, Councilmen Jackie Cook, Jeff Fletcher, Gary Lathrop, Everett Loughridge, Scott Von Behren, Al Hoag, Chet Trutzel, and Tim Savage. Also present were Aaron March, City Attorney; Ron Trivitt, City Manager; and Andrea Cunningham, Executive Secretary.

CONSENT AGENDA:

Councilman Hoag moved to approve the consent agenda consisting of a **motion approving the minutes of the February 3, 2015, City Council special meeting; the February 24, 2015, City Council regular meeting; and the March 3, 2015, City Council special meeting.** Councilman Loughridge seconded. All voted in favor. Consent agenda approved.

PERSONAL APPEARANCES:

Ed Hale, 7917 E 134th Ter., Grandview, was present on behalf of Ed's Posse to petition the council again to continue to allow boot blocks in Belton. Mr. Hale said in 11 years Ed's Posse has not had an accident. He did an Internet search and came up with one incident because a boot fell off and caused an accident. The Internet search showed many more festival accidents. He asked the council if they're going to cancel them too. He said those who voted to pass this ordinance last time are either very much disconnected with the constituents, very deaf, very indifferent, or maybe just vindictive. Councilman Von Behren mentioned last time that "we know it has to be done..." What does this mean? Are you being vindictive because you're still angry over the fire department from last year? Mr. Hale would like to make a formal request for the minutes of the meeting when this first came to be. There must be an agenda. The council ignored what was said last time. Mr. Hale promised, if they're being vindictive, when election time comes around he and his supporters will stand there with a sign saying what the council is all about.

POLICE DEPARTMENT PRESENTATION OF 2014 DEPARTMENTAL AWARDS

Chief James Person presented the 2014 departmental awards. Chief Person noted peers and co-workers nominate these employees. Detective Billy Jones received the Belton Police Department Exceptional Merit Bar for his part in a large scale narcotics investigation with a DEA task force from KCPD. Stephanie Hornbeck, victim advocate, received the Belton Police Department Civilian of the Year award. Patrol Officer Kenneth Hitterman received the Belton Police Department Officer of the Year award. Sergeant Mical Stewart received the Belton Police Department Supervisor of the Year award. He is a three time recipient of this award.

The Council briefly adjourned at 7:20 P.M. for a reception to honor the recipients. The meeting reconvened at 7:33 P.M.

ORDINANCES:

Andrea Cunningham gave the final reading of Bill No. 2015-06: **AN ORDINANCE AMENDING SECTION 1-5, ENTITLED "GENERAL DEFINITIONS" AND SECTION 40-4, ENTITLED "RESIDENTIAL-MANUFACTURED HOME COMMUNITIES" OF THE BELTON UNIFIED DEVELOPMENT CODE.** Presented by Councilman Hoag. Seconded by Councilman Von Behren. Councilmen Lathrop and Savage recused themselves from the vote due to a potential conflict of interest and left the council chambers during the discussion and vote. City Attorney, Aaron March, explained that the ordinance language has been amended since first reading on January 27, 2015. **Councilman Trutzel moved to amend the final reading which incorporates the changes recommended by the City Attorney.** Councilman Fletcher seconded. All present voted in favor; Councilmen Lathrop and Savage were absent. The final reading, as amended, was then recorded: Ayes: 7, Mayor Davis, Councilmen Von Behren, Loughridge, Cook, Hoag, Fletcher, and Trutzel; Noes: None; Absent: Councilmen Lathrop and Savage. Bill No 2015-06 was declared passed and in full force and affect as Ordinance No. 2015-4073, subject to Mayoral veto. Councilmen Lathrop and Savage returned to the council chambers.

Councilman Cook moved to postpone the final reading of Bill No. 2015-07: **AN ORDINANCE ADOPTING PROVISIONS FOR COLLECTIVE BARGAINING WITH POLICE.** Councilman Hoag seconded. All voted in favor. Motion to postpone carried.

Andrea Cunningham gave the final reading of Bill No. 2015-08: **AN ORDINANCE ADOPTING A POLICY PROHIBITING BOOT BLOCKS ON PUBLIC STREETS, HIGHWAYS, RIGHTS OF WAY, AND PUBLIC PROPERTY, AND REPEALING ORDINANCE NO. 2010-3660.** Presented by Councilman Trutzel. Seconded by Councilman Von Behren. Councilman Von Behren explained that his position is still the same and the council should wait until 2016 to make this change. Councilman Hoag stated that he didn't understand why we're doing this. Councilman Savage restated his position that it's a liability and a responsibility. The Council was polled and the following vote recorded: Ayes: 5, Councilmen Cook, Savage, Fletcher, Lathrop, and Trutzel; Noes: 4, Mayor Davis, Councilmen Hoag, Von Behren, and Loughridge; Absent: None. Bill No 2015-08 was declared passed and in full force and affect as Ordinance No. 2015-4074, subject to Mayoral veto.

Andrea Cunningham gave the final reading of Bill No. 2015-11: **AN ORDINANCE AMENDING CHAPTER 2, ARTICLE II, DIVISION 4, PERSONNEL CODE, OF THE CODE OF ORDINANCES FOR THE CITY OF BELTON, MISSOURI.** Presented by Councilman Lathrop. Seconded by Councilman Trutzel. The Council was polled and the following vote recorded: Ayes: 9, Councilmen Loughridge, Von Behren, Fletcher, Trutzel, Savage, Lathrop, Mayor Davis, Councilmen Hoag, and Cook; Noes: None; Absent: None. Bill No 2015-11 was declared passed and in full force and affect as Ordinance No. 2015-4075, subject to Mayoral veto.

Andrea Cunningham read Bill No. 2015-12: **AN ORDINANCE APPROVING THE ENGAGEMENT OF TROUTT, BEEMAN AND COMPANY TO AUDIT THE CITY FINANCIAL RECORDS FOR FISCAL YEAR 2015.** Presented by Councilman Hoag. Seconded by Councilman Lathrop. Councilman Loughridge asked Sheila Ernzen, Finance Director, if the park is audited with the city. Sheila replied yes, they are part of the city and are audited at the same time. It is the park's only audit. The Council was polled and the following vote recorded: Ayes: 9, Mayor Davis, Councilmen Fletcher, Loughridge, Trutzel, Savage, Cook, Lathrop, Hoag, and Von Behren; Noes: None; Absent: None. First reading was passed.

Andrea Cunningham read Bill No. 2015-13: **AN ORDINANCE APPROVING THE PROPOSED FISCAL YEAR 2016 CITY BUDGET, AS REVISED, AND APPROPRIATING FUNDS FROM THE REVENUES OF THE CITY.** Presented by Councilman Loughridge. Seconded by Councilman Hoag. Sheila Ernzen pointed out that attached is a listing of the changes that were made to the proposed budget. The budget is a tool. Revenues are predicted; we try to be conservative, but we try to plan for things to happen. Mayor Davis told the council, if they have questions before the next meeting, get them to the staff so they can talk about it at the work session next week. Sheila Ernzen also noted that the park department had a finance meeting last week and they are changing their proposed budget. Sheila will keep the council posted of changes. The Council was polled and the following vote recorded: Ayes: 9, Councilmen Loughridge, Savage, Cook, Mayor Davis, Councilmen Von Behren, Fletcher, Trutzel, Lathrop, and Hoag; Noes: None; Absent: None. First reading was passed.

Andrea Cunningham read Bill No. 2015-14: **AN ORDINANCE APPROVING THE FINAL PLAT OF A RE-PLAT OF LOT(S) 1, 2, AND 3, QUIKTRIP 233R, A 3.18-ACRE TRACT OF LAND, LOCATED AT 501 E. NORTH AVENUE, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.** Presented by Councilman Loughridge. Seconded by Councilman Lathrop. Councilman Trutzel said there has been some confusion if QT is closing down their store to build a new one. Jay Leipzig, Community Development Director, said they will build the new store and keep the old one open. Then the night before they will open, they will move the inventory over to the new store and demolish the old one. They will begin construction April 6. The Council was polled and the following vote recorded: Ayes: 9, Mayor Davis, Councilmen Loughridge, Hoag, Fletcher, Trutzel, Lathrop, Savage, Cook, and Von Behren; Noes: None; Absent: None. First reading was passed.

Andrea Cunningham read Bill No. 2015-15: **AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR QUIKTRIP, A C-STORE AND GAS CANOPY DEVELOPMENT, ON A 3.18-ACRE TRACT OF LAND, LOCATED AT 501 E. NORTH AVENUE, ON THE SOUTHEAST CORNER OF MO-58 HIGHWAY AND MO STATE HIGHWAY, ROUTE Y, CITY OF BELTON, CASS COUNTY, MISSOURI.** Presented by Councilman Hoag. Seconded by Councilman Cook. The Council was polled and the following vote recorded: Ayes: 9, Councilmen Loughridge, Lathrop, Savage, Cook, Trutzel, Fletcher, Hoag, Mayor Davis, and Councilman Von Behren; Noes: None; Absent: None. First reading was passed.

Andrea Cunningham read Bill No. 2015-16: **AN ORDINANCE APPROVING A PUBLIC IMPROVEMENTS ESCROW AGREEMENT WITH PEACEFUL HOMES L.L.C. AND AUTHORIZING THE MAYOR TO EXECUTE SUCH AGREEMENT.** Presented by Councilman Hoag. Seconded by Councilman Fletcher. Councilman Savage asked if this could be explained a little bit more. Jeff Fisher, Public Works Director, said this is for a private development project that requires an 8" water line be constructed. There will be a partial shutdown of traffic. The Council was polled and the following vote recorded: Ayes: 9, Councilmen Loughridge, Von Behren, Cook, Hoag, Trutzel, Lathrop, Savage, Fletcher, and Mayor Davis. Noes: None; Absent: None. First reading was passed. **Councilman Loughridge moved to hear the final reading.** Councilman Savage seconded. All voted in favor. The final reading was read. Presented by Councilman Hoag. Seconded by Councilman Lathrop. The Council was polled and the following vote was recorded: Ayes: 9, Councilmen Von Behren, Loughridge, Trutzel, Hoag, Cook, Mayor Davis, Councilmen Fletcher, Savage, and Lathrop;

Noes: None; Absent: None. Bill No 2015-16 was declared passed and in full force and effect as Ordinance No. 2015-4072, subject to Mayoral veto.

MAYOR'S COMMUNICATIONS:

There have been some outstanding chamber events. Today's was at Eagles Landing. The chamber is doing a great job. Membership is growing. There are 308 members. The St. Patrick's Day Parade is at 5:00 P.M. on Saturday. The 5k is at 3:00 P.M. The Chamber golf tournament is coming in May.

CITY MANAGER'S REPORT:

Jeff Fisher reported on the Markey Parkway plans for this week. They are working with the contractor to put the last lift of asphalt on. There may be some other overlay that we can do up to 58 Hwy. Councilman Lathrop asked, since they didn't hit their early target, what's being worked out with the accelerated funds? Jeff Fisher said we've balanced it out. Councilman Savage asked about liquidated damages? Jeff Fisher replied it would only be considered if they don't hit the new targets. This is the best way to go. Councilman Savage asked about fixing the street base first before overlaying asphalt. Jeff Fisher said yes, we always do that. Councilman Savage asked about the curbs; he said they need to be looked at. Jeff Fisher said yes, there are some repairs that need to be made and they will look into it.

Jeff Fisher said there is a private development project on Cunningham. The dirt is being brought over to Markey retention for landscaping. This is saving a lot of money.

Jay Leipzig said they are notifying the media about the ribbon cutting on April 2, at 11 A.M. for Markey Parkway. Congresswoman Hartzler will be there. Earlier in the day there will be tours of the QT facility and others. Please park at Markey and Town Center.

MOTIONS:

Councilman Hoag moved to approve the purchase of golf maintenance equipment from Professional Turf Products, L.P. to paid for out of the FY16 budget in the amount of \$11,165.00. Presented by Councilman Hoag. Seconded by Councilman Loughridge. Vote on the motion was recorded with all voting in favor. Motion carried.

Councilman Hoag moved to approve the renewal of the employee provided health insurance with Blue Cross/Blue Shield, and dental insurance with Delta Dental of Missouri. Presented by Councilman Hoag. Seconded by Councilman Von Behren. Vote on the motion was recorded with all voting in favor. Motion carried.

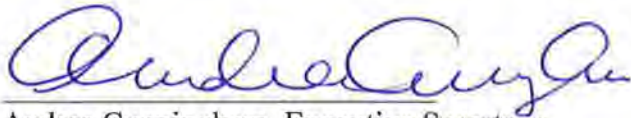
OTHER BUSINESS:

Councilman Loughridge reported that the service he received at Belton Regional Hospital was great. The staff and the care were great. He expressed his thanks to the hospital staff.

Councilman Hoag said he's been getting questions about Menards' opening date. Jay Leipzig reported that construction should begin early summer. They are looking at a February 2016 opening.

Councilman Loughridge asked about Harbor Freight's opening date. Jay Leipzig reported that it should be in the next week or so. They are saying official opening will be April 1.

Being no further business, Councilman Von Behren moved to adjourn at 8:09 P.M. Councilman Hoag seconded. All present voted in favor. Meeting adjourned.



Andrea Cunningham, Executive Secretary

Jeff Davis, Mayor

**CITY OF BELTON, MISSOURI
CITY COUNCIL
SPECIAL MEETING MINUTES
TUESDAY, MARCH 17, 2015
CITY HALL ANNEX, 520 MAIN STREET**

Mayor Davis called the special meeting to order at 7:00 P.M.

Councilmembers present: Jeff Davis, Jackie Cook, Gary Lathrop, Tim Savage, Al Hoag, Scott Von Behren, and Jeff Fletcher; Absent: Councilmen Everett Loughridge, Chet Trutzel absent. Also present were Ron Trivitt, City Manager; Mary Jo Shaney, City Attorney; and Patti Ledford, City Clerk.

At 7:01 **Councilman Hoag moved to enter into executive session to discuss matters pertaining to preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups, according to Missouri statute 610.021.9, and that the record be closed.** Councilman Von Behren seconded. The following vote was recorded; Ayes: 7, Mayor Davis, Councilmen Lathrop, Von Behren, Fletcher, Cook, Hoag, and Savage; Noes: None; Absent: 2, Councilmen Loughridge and Trutzel. Motion carried.

The Council returned from Executive Session at 8:07 P.M, and the special meeting was adjourned.


Patti Ledford, City Clerk

Jeff Davis, Mayor

THE ATTACHED REPORT REPRESENTS A TRUE AND ACCURATE COPY OF COURT PROCEEDINGS HELD

**COURT DATES: 2/4/15; 2/11/15; 2/18/15;
2/25/15**


MUNICIPAL JUDGE

3/2/15
DATE

**IN ACCORDANCE WITH COURT OPERATING RULE 4.29
THE ATTACHED MUNICIPAL DIVISION SUMMARY
REPORT FOR MONTH OF FEBRUARY 2015 WAS
PRESENTED AND REVIEWED BY CITY COUNCIL AS
REQUIRED.**

CITY CLERK

DATE



My Filed Or Closed Cases Listing

Belton

3/2/2015 3:39:11 PM

Totals For Filed Date From 02/01/2015 To 02/28/2015

Posted Fee Totals For Transaction Date From 02/01/2015 To 02/28/2015

Violations By Filed Date

City Ordinance	118
IPMC CODE	4
MOVING TRAFFIC	420
Parking	6
Traffic	115
Total Violations Filed:	663

Violations Completed-Paid Fines By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	32
MOVING TRAFFIC	136
Parking	1
Traffic	89
CL	258
Total Violations Completed-Paid Fines:	258

Violations Completed-Before Judge By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	62
IPMC CODE	1
MOVING TRAFFIC	77
Parking	1
Traffic	118
ZONING ORDINANCE	1
CL	260

DC-Dismissed by Complainant



My Filed Or Closed Cases Listing

Belton

3/2/2015 3:39:11 PM

Totals For Filed Date From 02/01/2015 To 02/28/2015

Posted Fee Totals For Transaction Date From 02/01/2015 To 02/28/2015

Violations Completed-Before Judge By Filed Date

City Ordinance	8	
MOVING TRAFFIC	3	
DC		11

DI-CLOSED BY SIS

City Ordinance	2	
IPMC CODE	3	
MOVING TRAFFIC	7	
ZONING ORDINANCE	1	
DI		13

DP-Dismissed by Prosecutor

City Ordinance	10	
MOVING TRAFFIC	48	
Traffic	6	
DP		64

DW-DISMISSED NO WITNESS

City Ordinance	4	
DW		4

DX-FOUND NOT GUILTY AT TRIAL

City Ordinance	3	
MOVING TRAFFIC	50	
Traffic	1	
DX		54

Total Violations Completed-Before Judge: 406



My Filed Or Closed Cases Listing

Belton

3/2/2015 3:39:11 PM

Totals For Filed Date From 02/01/2015 To 02/28/2015

Posted Fee Totals For Transaction Date From 02/01/2015 To 02/28/2015

Violations Completed-Other By Filed Date

DO-DISMISSED BY OFFICER

City Ordinance	5
IPMC CODE	1
ZONING ORDINANCE	1
DO	7

DS-DISMISSED STATE CHARGES

MOVING TRAFFIC	1
DS	1

VD-Voided Docket

City Ordinance	1
MOVING TRAFFIC	1
VD	2

Total Violations Completed-Paid Fines: 10

Total Violations Completed-Paid Fines:	258
Total Violations Completed-Before Judge:	406
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	10
Total Violations Completed:	674
Total Violations Filed:	663
Net Difference Filed - Completed:	-11

Warrants Issued

City Ordinance	58
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My Filed Or Closed Cases Listing

Belton

3/2/2015 3:39:11 PM

Totals For Filed Date From 02/01/2015 To 02/28/2015

Posted Fee Totals For Transaction Date From 02/01/2015 To 02/28/2015

MOVING TRAFFIC	40		
Traffic	16		
Total Warrants Issued:	114	Total Violations:	114

Warrants Cleared

City Ordinance	55		
MOVING TRAFFIC	62		
Traffic	24		
Total Warrants Cleared:	141	Total Violations:	141

Total Warrants Issued:	114		
Total Warrants Cleared:	141		
Net Difference:	-27		

Violations Completed-Other Paid By Filed Date AJ-SUSPENDED IMPOSITION OF SENTEN

MOVING TRAFFIC	8		
AJ		8	

BW-FTA ISSUED

MOVING TRAFFIC	4		
Traffic	2		
BW		6	

CD-Completion date for school(s)

City Ordinance	3		
MOVING TRAFFIC	3		
CD		6	



My Filed Or Closed Cases Listing

Belton

3/2/2015 3:39:11 PM

Totals For Filed Date From 02/01/2015 To 02/28/2015

Posted Fee Totals For Transaction Date From 02/01/2015 To 02/28/2015

Violations Completed-Other Paid By Filed Date CL-CLOSED FOUND GUILTY

City Ordinance	3	
CL		3

CN-Continued Arraignment

City Ordinance	3	
MOVING TRAFFIC	14	
Traffic	2	
CN		19

CS-Community Service Hours

City Ordinance	2	
MOVING TRAFFIC	1	
Traffic	2	
CS		5

DI-CLOSED BY SIS

City Ordinance	1	
DI		1

DX-FOUND NOT GUILTY AT TRIAL

MOVING TRAFFIC	1	
Traffic	1	
DX		2

IA-Initial Arraignment

City Ordinance	2	
MOVING TRAFFIC	4	
IA		6



My Filed Or Closed Cases Listing

Belton

3/2/2015 3:39:11 PM

Totals For Filed Date From 02/01/2015 To 02/28/2015

Posted Fee Totals For Transaction Date From 02/01/2015 To 02/28/2015

Violations Completed-Other Paid By Filed Date

PP-Payment plan

City Ordinance	11	
IPMC CODE	2	
MOVING TRAFFIC	13	
PP		26

VS-DIVERSION

City Ordinance	3	
MOVING TRAFFIC	5	
VS		8

WI-Warrant Issued

MOVING TRAFFIC	4	
WI		4

Total Violations Completed-Other Paid:		94
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My Filed Or Closed Cases Listing

Belton

3/2/2015 3:39:11 PM

Posted Fee Totals For Transaction Date From 02/01/2015 To 02/28/2015

Fee Code	Fee Description		Paid
BF (84)	BOND FORFEITURE	\$	1,530.00
CC (76)	COURT COSTS	\$	4,870.00
CN (CA)	COURT NOTIFCATION AUTOMATION	\$	950.00
CVC2 (74)	CRIME VICTIMS CITY	\$	180.19
CVS2 (CV)	CRIME VICTIMS STATE	\$	3,550.81
DM (82)	DOMESTIC VIOLENCE	\$	974.00
DWI (77)	DWI RECOVERY COST	\$	400.00
FINE (76)	FINE	\$	65,395.44
ILFC (83)	ILF- CITY	\$	974.00
IS (IS)	INMATE SECURITY FUND	\$	974.00
RST (RS)	RESTITUTION	\$	1,360.64
SBF (84)	SURETY BOND FORFEITURE	\$	200.00
SR (SR)	SHERIFF RETIREMENT	\$	1,491.04
TFC (78)	TRAINING FUND CITY	\$	974.00
TFS (81)	TRAINING FUND STATE	\$	498.02
WRNTFE (76)	WARRANT FINE	\$	775.00
COPIES (CO)	COPY FEES	\$	14.00

Report Totals: \$ 85,111.14

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

I. COURT INFORMATION		Contact information same as last report <input type="checkbox"/>	
Municipality:	Belton	Reporting Period:	2/2015
Mailing Address: 7001 E. 163rd St. Belton 64012		Software Vendor: Tyler Technologies	
Physical Address: 7001 E. 163rd St. Belton 64012		County: CASS COUNTY	Circuit: 17
Telephone Number (816) 331-2798		Fax Number: (816) 348-4439	
Prepared by: Laura Ellis	E-mail Address: beltoncourts@beltonpd.org		iNotes[X]
Municipal Judge(s) CHARLES C. CURRY		Prosecuting Attorney: WILLIAM MARSHALL III	

II. MONTHLY CASELOAD INFORMATION	Alcohol and Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. cases (citations / informations) pending at start of month	69	2,717	1,309
B. cases (citations / informations) filed	9	515	139
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY	0	3	6
3. court / bench trial - NOT GUILTY	0	51	3
4. plea of GUILTY in court	4	198	81
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	211	44
6. dismissed by court	0	1	5
7. nolle prosequi	0	55	28
8. certified for jury trial (not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	4	519	167
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]	74	2,713	1,281
E. Trial de Novo and / or appeal applications filed	0	0	0

III. WARRANT INFORMATION (Pre and Post Disposition)	# issued during reporting period	# issued during period
1. # issued during reporting period	114	0
2. # served/withdrawn during reporting period	141	
3. # outstanding at end of reporting period	1,278	

Court staff does not process parking tickets

V. NET DISBURSEMENTS			
Fines	\$67,120.44	Restitution	\$1,360.64
Clerk/Court Fee (costs)	\$5,844.00	Parking ticket revenue (including penalties)	\$0.00
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00	Bond forfeitures (paid to city)	\$1,730.00
Peace Officer Standards and Training (POST) Commission surcharge	\$498.02	Bond refunds	\$0.00
Crime Victims Compensation (CVC) Fund surcharge	\$3,731.00	Total Other disbursements Use the Supplemental to Itemize and enter the total here	\$400.00
Law Enforcement Training (LET) Fund surcharge	\$974.00		
Domestic Violence Shelter surcharge	\$974.00	Total Disbursements	\$85,097.14
Inmate Prisoner Detainee Security Fund surcharge	\$974.00		
Sheriffs' Retirement Fund surcharge	\$1,491.04		

MUNICIPAL DIVISION SUMMARY REPORTING FORM
Supplemental

Section V. NET DISBURSEMENTS

Other disbursements. Enter additional surcharges and/or fees disbursed by the court not listed on the MUNICIPAL DIVISION SUMMARY REPORTING FORM. Use additional forms if necessary and enter the total on the Total Other disbursements line on the MUNICIPAL DIVISION SUMMARY REPORTING FORM. (Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.)

Other Disbursements	\$	\$ Amount
DWI RECOVERY COST	\$	\$400.00
Total for Other Disbursements	\$	\$400.00
Include this total amount under total Other disbursements on Municipal Division Summary Report		

.....

BELTON MUNICIPAL COURT
7001 E 163RD ST
BELTON, MO 64012
816-331-2798 phone
816-331-3179 fax

facsimile transmittal

To: STATISTICS SECTION **Fax:** 573-526-0338

From: Laura Ellis **Date:** 3/2/2015

Re: MUN DIV REPORTING FORM **Pages:** 2 INCL THIS PAGE

CC:

Urgent For Review Please Comment Please Reply Please Recycle

ATTACHED IS THE FEBRUARY 2015 MUNICIPAL DIVISION REPORTING FORM FOR THE PERIOD FEBRUARY 1, 2015 THROUGH FEBRUARY 28, 2015 FOR THE BELTON MUNICIPAL COURT.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE COURT OFFICE AT (816)331-2798

**THANK YOU,
LAURA ELLIS**

CONFIDENTIAL

.....

MEMORY TRANSMISSION REPORT

TIME : 03-02-'15 15:26
FAX NO.1 : 816-331-3179
NAME : Belton Mun. Court

FILE NO. : 787
DATE : 03.02 15:25
TO : OSCA STATE RPT
DOCUMENT PAGES : 3
START TIME : 03.02 15:25
END TIME : 03.02 15:26
PAGES SENT : 3
STATUS : OK

*** SUCCESSFUL TX NOTICE ***

CONFIDENTIAL

ATTACHED IS THE FEBRUARY 2016 MUNICIPAL DIVISION REPORTING FORM FOR THE PERIOD FEBRUARY 1, 2016 THROUGH FEBRUARY 28, 2016 FOR THE BELTON MUNICIPAL COURT.
IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE COURT OFFICE AT (816)331-2798
THANK YOU,
LAURA ELLIS

Urgent
 For Review
 Please Comment
 Please Reply
 Please Recycle

CC:

Re: MUN DIV REPORTING FORM Pages: 2 INCL THIS PAGE

From: Laura Ellis Date: 3/2/2015

To: STATISTICS SECTION Fax: 573-526-0338

BELTON MUNICIPAL COURT
7001 E 143RD ST
BELTON, MO 64012
816-331-2798 phone
816-331-3179 fax



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: March 24, 2015
ASSIGNED STAFF: James R. Person
DEPARTMENT: Police

Approvals

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

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

ISSUE/REQUEST: Purchase of Live Smart Cartridges and Live Smart Cartridges for Training for tasers Ed Roehr Safety Equipment.

PROPOSED CITY COUNCIL MOTION: A motion approving the purchase 25 Live Smart Cartridges and 112 Live Smart Cartridges for Training

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

The request was made and approved for the FY15 budget for \$4,115.50 to purchase the Taser Live Smart Cartridges. The sole provider for the cartridges is Ed Roehr Safety Equipment and they came in at a cost of \$4,115.50. We also have a credit with Ed Roehr Safety Equipment in the amount of \$3,055.99 which will make the actual disbursement \$1,059.51.

IMPACT / ANALYSIS:

FY15 Budget approved the amount of \$4,115.50 out of the Drug Seizure account. The purchase of the 25 Live Smart Cartridges and 112 Live Smart Cartridges for Training will be used for both training and on duty needs for officer on patrol, School Resource Officers and some correctional staff.

FINANCIAL IMPACT

Contractor:	Ed Roehr Safety Equipment
Amount of Request/Contract:	\$4,115.50
Amount Budgeted:	\$4,500.00
Funding Source:	Safety Equipment 010-3800-400-4011
Additional Funds	\$ 3,055.99 Credit from Ed Roehr
Funding Source	
Encumbered:	\$1,059.51
Funds Remaining:	\$

TIMELINE	Start:	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

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

List of reference Documents Attached:

- Memo From MPO Shawn Myers
- Ed Roehr price list
- Ed Roehr Quote
- Ed Roehr Credit Statement



**Belton Police
Department**

Memo

To: Chief J. Person
From: MPO S. Myers
Date: March 13, 2015
Re: Taser Training & Smart Cartridges

TASER mandates initial certification and subsequent annual recertification for end users of its Conducted Energy Weapon systems that are purchased from its company. This agency has previously purchased and currently utilizes the Taser X2 CEW weapons system. Initial certification requires students discharge a minimum of (4) Smart Cartridges and recertifying students a minimum of (2) Smart Cartridges. Upon completion of the training, this agency will be in compliance with the training requirements of TASER for the 2015 calendar year.

This agency currently has (7) personnel who require initial certification and (32) who require annual recertification. The total number of 15' training Smart Cartridges needed to complete this training standard is (92). I am requesting an additional (20) training Smart Cartridges for initial training for future employees. The cost for each cartridge used for training is \$29.50. The expenditure for (112) 15' Smart Cartridges will be \$3304.00, minus shipping and handling.

This agency also utilizes the standard 25' Smart Cartridge for field use. Our current inventory of this cartridge is (2). I am requesting the purchase of an additional (25) 25' cartridges which are \$31.50 each. The expenditure for the 25' Smart Cartridges will be \$787.50, minus shipping and handling.

The total cost for all Smart Cartridges listed above will be \$4091.50, minus shipping and handling. I have received a price quote to include shipping and handling from Dathan Baldwin with Ed Roehr Safety Products, who is the sole source provided for TASER in the State of Missouri. Shipping and handling is estimated to be \$24.00, for a grand total of \$4115.50.

ED ROEHR SAFETY PRODUCTS

2710 LOCUST ST.
ST. LOUIS, MO 63103
800-325-8650

www.edroehrsafely.com

*Sole Source for the states of:

IA, KS, MO, NE, ND & SD



TASER
PROTECT LIFE

1-800-325-8650

2015 TASER® X2™ CEW Law Enforcement Pricing

Model	Product Description	Agency Price
-------	---------------------	--------------

X2 Conducted Electrical Weapons (Handle Only without Power Magazine, choose one)

22002	Black X2 CEW	\$1029.95
22003	Yellow X2 CEW	\$1029.95

X2 Power Magazines (Choose one)

22010	Performance Power Magazine (PPM)	\$54.50 ea
22012	Tactical Performance Power Magazine (TPPM)	\$54.50 ea

X2 Power Magazine (Optional)

22011	Automatic Shut-Down Power Magazine (APPM)	\$65.85 ea
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Optional Accessories

X2 Holsters

22501	Holster, X2, Right Hand, Blackhawk!	\$65.85 ea
22504	Holster, X2, Left Hand, Blackhawk!	\$65.85 ea

Customer Care Extended Warranty

22014	4-year Extended Warranty	\$318.25 ea
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X2 Smart™ Cartridges**

22150	15' Live Smart Cartridge	\$29.50 ea
22151	25' Live Smart Cartridge	\$31.50 ea
22152	35' Live Smart Cartridge	\$32.70 ea
22155	Inert Simulator 25' Smart Cartridge	\$43.00 ea
22157	25' Training Smart Cartridge (Blue Blast Door/Non-conductive)	\$30.60 ea

TASER CAM™ HD Recorders

26810	TASER CAM HD	\$530.14 ea
26820	TASER CAM HD with Automatic Shut-Down (AS) Feature	\$556.95 ea
26762	TASER CAM HD USB download kit	\$15.40 ea
26763	TASER CAM HD 4-Year Extended Warranty	\$154.45 ea
26764	TASER CAM HD Replacement Battery	\$52.95 ea

X2 Dataport Download Kits

22013	Kit, Dataport Download, USB, X2	\$164.75 ea
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HOGUE HANDALL Grips

22018	Grip, CEW, Hogue, packaged	\$15.25 ea
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**15-foot, 25-foot, and 35-foot X2 cartridges are compatible with TASER® X2 and X3® CEWs. X3 cartridges (part numbers 33100, 33101, 33102, 33103, 33104, and 33106) are NOT compatible with the X2 CEW.

QUOTATION

From: **Ed Roehr Safety Products Co.**

2710 Locust St.
St. Louis, MO 63103
Phone 314.533.9344

Fax 314.533.3830



Salesman: *Dathan Baldwin #015*

Quoted by: *Dathan Baldwin #015*

To: **Belton Police Department MO**

Attn: Shawn Meyrs
816-520-1549
smyers@beltonpd.org

Ship To: 7001 E 163rd St
Belton MO 64012

Date: 3/11/2015
Quote # BPD031115

We are pleased to quote your inquiry as follows:

Quantity	Description	Price	Amount
			0.00
5	22151 25' Live Smart Cartridge	31.50	787.50
12	22150 15' Live Smart Cartridge for Training	29.50	3,304.00
Freight is an estimation. Actual Freight Charges will Apply.		Freight	24.00
Estimated Purchase Date: Mar 2014		Total	4,115.50

If you have any questions concerning this quotation please contact
Dathan Baldwin @ 816-215-7581

THANK YOU FOR YOUR BUSINESS!

ED ROEHR SAFETY PRODUCTS

PHONE: 314-533-9344

FAX: 314-533-3830

Street Address:

2710 Locust Street
St Louis, MO 63103

Remittance Address:

P.O. Box 790379
St. Louis, MO 63179

*****STATEMENT*****

BELTON MO POLICE DEPT
7001 EAST 163RD STREET

02/27/15

000000007012

BELTON, MO 64012

380308	01/03/13	I Po: DOUG KOHLEOur Ord: 104607	54,920.58	54,920.58
118	01/18/13	P deduction Wire 118	53,007.95-	1,912.63
385483	03/27/13	C Memo 110315 ApplyTo 380308	101.88-	1,810.75
405172	03/12/14	C Memo 129067 ApplyTo 380308	2,560.00-	749.25-
407064	04/16/14	C	319.75-	1,069.00-
406744	04/10/14	I Po: SGT MIKE DOur Ord: 128624	590.00	479.00-
327	03/27/14	P 5 128624	590.00-	1,069.00-
418	04/18/14	P duplicate payment	590.00-	1,659.00-
424	04/24/14	P duplicate payment inv# 406095	1,074.74-	2,733.74-
410402	06/16/14	I Po: CAPT. SPEAOur Ord: 133186	191.85	2,541.89-
10674	06/19/14	I Po: CAPT. SPEAOur Ord: 133186	127.90	2,413.99-
11663	07/07/14	I Po: SGT MIKE DOur Ord: 128635	559.30	1,854.69-
327	03/27/14	P 5 128624	542.00-	2,396.69-
327	03/27/14	P 5 128624	659.30-	3,055.99-

3,055.99-

and Total:	CURRENT	30 DAYS	60 DAYS	90 DAYS
	.00	.00	.00	3,055.99-

FOR QUESTIONS OR COMMENTS, PLEASE CONTACT OUR ACCOUNTING DEPARTMENT AT 314-533-9344

Street Address:

2710 Locust Street
St Louis, MO 63103

Remittance Address:

P.O. Box 790379
St. Louis, MO 63179

****STATEMENT****

BELTON MO POLICE DEPT
7001 EAST 163RD STREET

01/31/15

000000007012

BELTON, MO 64012

380308	01/03/13	I	Po: DOUG KOHLE	Our Ord: 104607	54,920.58	54,920.58
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406744	04/10/14	I	Po: SGT MIKE D	Our Ord: 128624	590.00	479.00-
327	03/27/14	P	5 128624		590.00-	1,069.00-
418	04/18/14	P	duplicate payment		590.00-	1,659.00-
424	04/24/14	P	duplicate payment	inv# 406095	1,074.74-	2,733.74-
410402	06/16/14	I	Po: CAPT. SPEA	Our Ord: 133186	191.85	2,541.89-
10674	06/19/14	I	Po: CAPT. SPEA	Our Ord: 133186	127.90	2,413.99-
11663	07/07/14	I	Po: SGT MIKE D	Our Ord: 128635	559.30	1,854.69-
327	03/27/14	P	5 128624		542.00-	2,396.69-
327	03/27/14	P	5 128624		659.30-	3,055.99-

3,055.99-

d Total:	CURRENT	30 DAYS	60 DAYS	90 DAYS
	.00	.00	.00	3,055.99-

FOR QUESTIONS OR COMMENTS, PLEASE CONTACT OUR ACCOUNTING DEPARTMENT AT 314-533-9344

R2015-14

A RESOLUTION REAPPOINTING GARY LATHROP AND APPOINTING BOBBY DAVIDSON, TO THE BUILDING AND FIRE PREVENTION CODES BOARD OF ADJUSTMENT.

WHEREAS, Section 7-5 of the Code of Ordinances provides for the establishment of a Building and Fire Prevention Code Board of Adjustment to aid in the administration of the Building and Fire Prevention Codes of the City; and

WHEREAS, Gary Lathrop's term expires April 1, 2015; he is hereby reappointed to serve as a member of the Building and Fire Prevention Code Board of Adjustments until April 1, 2017; and

WHEREAS, Jerry Duvall's term expires April 1, 2015; and

WHEREAS, Bobby Davidson is hereby appointed to serve as a member of the Building and Fire Prevention Code Board of Adjustments until April 1, 2017.

NOW, THEREFORE, BE IT RESOLVED by the City Council, City of Belton, that the following named individuals constitute the Belton Building and Fire Prevention Code Board of Adjustments, being appointed for two (2) year terms, or until their successor(s) is duly appointed:

<u>NAME</u>	<u>TERM</u>
Bobby Perkins	April 1, 2016
CD Donovan	April 1, 2016
David Harber	April 1, 2016
Gary Lathrop	April 1, 2017
Bobby Davidson	April 1, 2017

BE IT FURTHER RESOLVED that the following named individuals shall serve as alternate members of the Board for the term indicated or until their successor is duly appointed:

<u>NAME</u>	<u>TERM</u>
J.W. Brown	April 1, 2016

Duly read and approved this ____ day of _____, 2015.

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 ____ day of _____, 2015, and adopted at a regular meeting of the City Council held the ____ day of _____, 2015 by the following vote, to wit:

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

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

Summary of Changes Made to the FY2016 Proposed Budget....

General Fund (17.48% ending fund balance)

- 1) Line 010-3600-4001110 Fire Salaries decreased \$71,990 (to \$2,343,490) to account for retirements/promotions/new hires.
- 2) Line 010-3600-4001215 Fire Life Insurance decreased \$240 (to \$8,040) to account for retirements/promotions/new hires.
- 3) Line 010-3600-4001225 Fire Disability Insurance decreased \$290 (to \$10,800) to account for retirements/promotions/new hires.
- 4) Line 010-3600-4001230 Fire Social Security decreased \$5,510 (to \$207,050) to account for retirements/promotions/new hires.
- 5) Line 010-3600-4001235 Fire LAGERS decreased \$6,190 (to \$231,760) to account for retirements/promotions/new hires.
- 6) Line 010-3600-4001255 Fire Workers' Compensation decreased \$4,890 (to \$181,220) to account for retirements/promotions/new hires.
- 7) Line 010-3200-4002055 Emergency Management Building Maintenance decreased \$750 (to \$1,750) as recommended by EM Director.
- 8) Line 010-3200-4003020 Emergency Management Contractual decreased \$1,500 (to \$6,500) as recommended by EM Director.
- 9) Line 010-3200-4003215 Emergency Management Volunteer Fees decreased \$1,680 (to \$20,220) reflecting a reduction of budgeted paid volunteers to reflect current number (1 Deputy Director, 4 Captains, 15 Volunteers) as recommended by EM Director.
- 10) Line 010-3200-4003235 Emergency Management Expense Allowance decreased \$250 (to \$750) as recommended by EM Director.
- 11) Line 010-3200-4003405 Emergency Management Training decreased \$250 (to \$250) as recommended by EM Director.
- 12) Line 010-3200-4003605 Emergency Management Printing decreased \$200 (to \$400) as recommended by EM Director.
- 13) Line 010-3200-4004002 Emergency Management Medical Supplies decreased \$500 (to \$400) as recommended by EM Director.
- 14) Line 010-3200-4004005 Emergency Management Postage decreased \$50 (to \$50) as recommended by EM Director.
- 15) Line 010-3200-4004008 Emergency Management Minor Supplies decreased \$550 (to \$650) as recommended by EM Director.
- 16) Line 010-3200-4004009 Emergency Management Clothing decreased \$500 (to \$1,500) as recommended by EM Director.
- 17) Line 010-3200-4004011 Emergency Management Safety Equipment decreased \$100 (to \$300) as recommended by EM Director.

- 18) Line 010-3200-4004012 Emergency Management Minor Equipment decreased \$150 (to \$1,850) as recommended by EM Director.
- 19) Line 010-3200-4004014 Emergency Management Office Equipment decreased \$200 (to \$400) as recommended by EM Director.
- 20) Line 010-3200-4004050 Emergency Management Motor Fuels decreased \$568 (to \$1,800) as recommended by EM Director.
- 21) Line 010-4400-4957500 Capital Outlay Emergency Management Director Vehicle Replacement increased \$7,248 (to \$7,248) for a five year lease payment on a vehicle that would be purchased along with the Fire Staff Vehicles.
- 22) Line 010-4400-4957400 Capital Outlay Equipment Phone System City Hall/Annex \$25,000 carried over to FY16 from FY15, zero budget impact.
- 23) Line 010-0000-3181000 Gas Utility Franchise Tax increased \$23,000 (to \$523,000) to reflect increased revenues in the current fiscal year.
- 24) Line 010-0000-3181500 Telephone Utility Franchise Tax decreased \$3,000 (to \$75,000) to reflect decreased revenues in the current fiscal year.
- 25) Line 010-00000-3181505 Telephone-Wireless Utility Franchise Tax decreased \$30,000 (to \$600,000) to reflect decreased revenues in the current fiscal year.
- 26) Line 010-0000-3182000 Cable Utility Franchise Tax increased \$10,0000 (to \$240,000) to reflect increased revenues in the current fiscal year.

Drug Seizure Fund

- 27) Line 232-0000-4957400 Equipment – Body Worn Video System \$30,000 carried over to FY16 from FY15, zero budget impact.

Street Capital Projects Fund

- 28) Line 445-5310-4957117 Markey Parkway Construction increased \$821,000 (to \$821,000) carried over to FY16 from FY15, zero budget impact.

Storm Water Projects Fund

- 29) Line 451-5605-4957117 Belton Research Medical Ditch Construction \$15,000 carried over to FY16 from FY15, zero budget impact.
- 30) Line 451-5609-4957117 Westover Construction \$29,500 carried over to FY16 from FY15, zero budget impact.

Wastewater Treatment Plant Improvements Fund

- 31) Line 463-0000-4957112 Engineering & Design increased \$97,869 (to \$712,629) carried over to FY16 from FY15, zero budget impact.

Wastewater Fund

- 32) Line 660-0000-4957300 Improvements- Disconnect Cedar Tree Lift Station increased \$825,000 (to \$1,200,000) carried over to FY16 from FY15, zero budget impact.
- 33) Line 660-0000-4957300 Improvements- CIPP 36 inch interceptor – Public I&I increased \$1,140,482 (to \$1,140,482) carried over to FY16 from FY15, zero budget impact.

Park Fund

- 34) Line 220-3040-3451010 Community Center Daily Passes reduced \$8,000 (to \$59,500) to reflect anticipated decrease in daily pass revenue.
- 35) Line 220-3040-3451015 Community Center Extended Use Passes reduced \$75,080 (to \$1,409,000) to reflect anticipated decrease in extended use pass revenue.
- 36) Line 220-3055-3480550 Special Events Rentals- Wedding/Reception reduced \$9,610 (to \$51,060) to reflect anticipated revenues.
- 37) Line 220-3055-3482550 Special Events Rentals-Other increased \$16,589 (to \$55,589) to reflect anticipated revenues.
- 38) Line 220-3055-3484000 Special Events increased \$1,025 (to \$12,525) to reflect anticipated revenues.
- 39) Line 220-3005-4001235 Park Administration Lagers reduced \$10,494 (to \$18,094) to reflect anticipated actual expense.
- 40) Line 220-3005-4003235 Park Administration Expense Allowance reduced \$2,050 (to \$1,000).
- 41) Line 220-3005-4003405 Park Administration Training reduced \$1,725 (to \$0).
- 42) Line 220-3005-4004014 Park Administration Office Supplies reduced \$3,000 (to \$2,800).
- 43) Line 220-3010-4001110 Park Maintenance Salaries Regular increased \$10,284 (to \$220,284)
- 44) Line 220-3010-4001120 Park Maintenance Salaries Temporary increased \$1,000 (to \$61,000)
- 45) Line 220-3010-4001205 Park Maintenance Health Insurance increased \$1,198 (to \$36,198).
- 46) Line 220-3010-4001210 Park Maintenance Dental Insurance decreased \$380 (to \$3,620).
- 47) Line 220-3010-4001215 Park Maintenance Life Insurance decreased \$112 (to \$888).
- 48) Line 220-3010-4001220 Park Maintenance Vision Insurance decreased \$362 (to \$638).
- 49) Line 220-3010-4001225 Park Maintenance Disability Insurance increased \$372 (to \$1,372).
- 50) Line 220-3010-4001235 Park Maintenance Lagers reduced \$12,180 (to \$21,000).
- 51) Line 220-3010-4002051 Park Maintenance Small Machine/ Tool Repair reduced \$1,000 (to \$3,000)
- 52) Line 220-3010-4002055 Park Maintenance Building/Grounds Maintenance reduced \$5,000 (to \$45,000).
- 53) Line 220-3010-4002056 Park Maintenance Landscaping reduced \$2,000 (to \$6,000).
- 54) Line 220-3010-4002060 Park Maintenance Vehicle Repair reduced \$2,000 (to \$5,000).
- 55) Line 220-3010-4003020 Park Maintenance Contractual reduced \$2,000 (to \$38,000)
- 56) Line 220-3010-4003705 Park Maintenance Telephone increased \$2,000 (to \$3,000).
- 57) Line 220-3010-4004010 Park Maintenance Chemicals decreased \$2,000 (to \$3,000).
- 58) Line 220-3030-4001120 Recreation Salaries Temporary decreased \$2,000 (to \$158,000).
- 59) Line 220-3030-4001235 Recreation Lagers decreased \$5,738 (to \$9,892).

- 60) Line 220-3030-4001250 Recreation Unemployment decreased \$4,000 (to \$1,000).
- 61) Line 220-3030-4004033 Recreation Tournaments decreased \$3,000 (to \$16,000).
- 62) Line 220-3030-4006020 Recreation Electricity decreased \$6,000 (to \$23,700).
- 63) Line 220-3040-4001110 High Blue Wellness Center Salaries Regular increased \$5,855 (to \$256,001).
- 64) Line 220-3040-4001120 High Blue Wellness Center Salaries Temporary decreased \$16,500 (to \$412,500).
- 65) Line 220-3040-4001230 High Blue Wellness Center Social Security decreased \$796 (to \$51,177).
- 66) Line 220-3040-4001235 High Blue Wellness Center Lagers decreased \$4,985 (to \$25,015).
- 67) Line 220-3040-4002075 High Blue Wellness Center Leases increased \$12,000 (to \$108,000).
- 68) Line 220-3040-4003235 High Blue Wellness Center Expense Allowance decreased \$4,000 (to \$0).
- 69) Line 220-3040-4003405 High Blue Wellness Center Training decreased \$1,000 (to \$0).
- 70) Line 220-3040-4003425 High Blue Wellness Center Membership Dues decreased \$1,000 (to \$0).
- 71) Line 220-3040-4003430 High Blue Wellness Center Tuition Reimbursement decreased \$1,000 (to \$0).
- 72) Line 220-3040-4003505 High Blue Wellness Center Public Information decreased \$440 (to \$40).
- 73) Line 220-3040-4004024 High Blue Wellness Center Employee Incentive decreased \$300 (to \$0).
- 74) Line 220-3040-4004010 High Blue Wellness Center Chemicals decreased \$2,400 (to \$24,000).
- 75) Line 220-3040-4004036 High Blue Wellness Center Adult Fitness decreased \$3,000 (to \$12,000).
- 76) Line 220-3040-4004044 High Blue Wellness Center Resale Merchandise decreased \$600 (to \$1,800).
- 77) Line 220-3045-4001110 Aquatic Center Salaries Regular increased \$357 (to \$39,675).
- 78) Line 220-3045-4001235 Aquatic Center Lagers decreased \$929 (to \$3,931).
- 79) Line 220-3055-4001235 Special Events Lagers decreased \$1,747 (to \$3,013).
- 80) Line 220-3055-4004008 Special Events Minor Supplies decreased \$350 (to \$1,500).
- 81) Line 220-3055-4006010 Special Events Gas decreased \$2,857 (to \$2,810).
- 82) Line 220-3055-4006020 Special Events Electricity decreased \$4,991 (to \$10,900).

Golf Fund

- 83) Line 665-0000-4957400 Golf Equipment Heavy Duty Utility Vehicle decreased \$14,982 (to \$7,018) to reflect actual cost of 1998 Toro Workman Utility Vehicle with 831 hours of use.
- 84) Line 665-0000-4957400 Golf Equipment Topdresser decreased \$8,853 (to \$4,147) to reflect actual cost of 2010 ProPass topdresser.

General Fund (xx.xx% ending fund balance)

- 85) Line 010-1000-4001235 Legislative LAGERS increased \$3,900 (to \$8,640) to account for labor contract.
- 86) Line 010-1100-4001205 Senior Center Health Insurance increased \$250 (to \$5,860) to account for labor contract.

- 87) Line 010-1100-4001210 Senior Center Dental Insurance increased \$40 (to \$1,160) to account for labor contract.
- 88) Line 010-1100-4001235 Senior Center LAGERS increased \$1,920 (to \$4,260) to account for labor contract.
- 89) Line 010-1200-4001205 Administration Health Insurance increased \$1,290 (to \$27,540) to account for labor contract.
- 90) Line 010-1200-4001210 Administration Dental Insurance increased \$140 (to \$3,940) to account for labor contract.
- 91) Line 010-1200-4001235 Administration LAGERS increased \$20,170 (to \$24,520) to account for labor contract.
- 92) Line 010-1300-4001205 City Attorney Health Insurance increased \$390 (to \$7,470) to account for labor contract.
- 93) Line 010-1300-4001210 City Attorney Dental Insurance increased \$30 (to \$870) to account for labor contract.
- 94) Line 010-1300-4001235 City Attorney LAGERS increased \$3,280 (to \$7,270) to account for labor contract.
- 95) Line 010-1400-4001205 City Clerk Health Insurance increased \$520 (to \$9,960) to account for labor contract.
- 96) Line 010-1400-4001210 City Clerk Dental Insurance increased \$40 (to \$1,160) to account for labor contract.
- 97) Line 010-1400-4001235 City Clerk LAGERS increased \$4,450 (to \$9,860) to account for labor contract.
- 98) Line 010-1400-4003220 City Clerk Election expense increased \$5,000 (to \$45,000) carried over to FY16 from FY15, zero budget impact.
- 99) Line 010-1600-4001205 Municipal Court Health Insurance increased \$760 (to \$16,820) to account for labor contract.
- 100) Line 010-1600-4001210 Municipal Court Dental Insurance increased \$80 (to \$2,090) to account for labor contract.
- 101) Line 010-1600-4001235 Municipal Court LAGERS increased \$8,620 (to \$19,110) to account for labor contract.
- 102) Line 010-1800-4001205 Finance Health Insurance increased \$2,330 (to \$47,460) to account for labor contract.
- 103) Line 010-1800-4001210 Finance Dental Insurance increased \$210 (to \$6,250) to account for labor contract.
- 104) Line 010-1800-4001235 Finance LAGERS increased \$19,770 (to \$43,800) to account for labor contract.
- 105) Line 010-2000-4001205 Public Works Health Insurance increased \$2,600 (to \$51,560) to account for labor contract.
- 106) Line 010-2000-4001210 Public Works Dental Insurance increased \$210 (to \$6,250) to account for labor contract.
- 107) Line 010-2000-4001235 Public Works LAGERS increased \$21,880 (to \$48,480) to account for labor contract.

- 108) Line 010-2100-4001205 Inspection Health Insurance increased \$1,040 (to \$19,920) to account for labor contract.
- 109) Line 010-2100-4001210 Inspection Dental Insurance increased \$70 (to \$2,310) to account for labor contract.
- 110) Line 010-2100-4001235 Inspection LAGERS increased \$6,440 (to \$14,280) to account for labor contract.
- 111) Line 010-2200-4001205 Animal Control/Code Enforcement Health Insurance increased \$510 (to \$11,720) to account for labor contract.
- 112) Line 010-2200-4001210 Animal Control/Code Enforcement Dental Insurance increased \$70 (to \$2,310) to account for labor contract.
- 113) Line 010-2200-4001235 Animal Control/Code Enforcement LAGERS increased \$6,160 (to \$13,660) to account for labor contract.
- 114) Line 010-2300-4001205 Garage Operations Health Insurance increased \$770 (to \$15,820) to account for labor contract.
- 115) Line 010-2300-4001210 Garage Operations Dental Insurance increased \$70 (to \$2,310) to account for labor contract.
- 116) Line 010-2300-4001235 Garage Operations LAGERS increased \$6,680 (to \$14,810) to account for labor contract.
- 117) Line 010-3600-4001110 Fire Salaries increased \$46,050 (to \$2,389,540) to account for labor contract.
- 118) Line 010-3600-4001120 Fire Salaries- Temporary decreased \$2,000 (to \$6,000) to account for labor contract.
- 119) Line 010-3600-4001130 Fire Salaries – Overtime decreased \$200,000 (to \$150,000) to account for labor contract.
- 120) Line 010-3600-4001205 Fire Health Insurance increased \$18,720 (to \$370,880) to account for labor contract.
- 121) Line 010-3600-4001210 Fire Dental Insurance increased \$1,530 (to \$46,230) to account for labor contract.
- 122) Line 010-3600-4001215 Fire Life Insurance increased \$150 (to \$8,190) to account for labor contract.
- 123) Line 010-3600-4001225 Fire Disability Insurance decreased \$620 (to \$10,180) to account for labor contract.
- 124) Line 010-3600-4001230 Fire Social Security decreased \$11,930 (to \$195,120) to account for labor contract.
- 125) Line 010-3600-4001235 Fire LAGERS increased \$177,160 (to \$408,920) to account for labor contract.
- 126) Line 010-3600-4001255 Fire Workers' Compensation decreased \$10,620 (to \$170,600) to account for labor contract.
- 127) Line 010-3600-4002055 Fire Building Maintenance decreased \$1,000 (to \$17,000) to account for labor contract.
- 128) Line 010-3600-4003030 Fire Medical decreased \$3,000 (to \$20,000) to account for labor contract.

- 129) Line 010-3600-4003605 Fire Printing decreased \$100 (to \$400) to account for labor contract.
- 130) Line 010-3600-4004002 Fire Medical Supplies decreased \$3,000 (to \$37,000) to account for labor contract.
- 131) Line 010-3600-4004009 Fire Clothing decreased \$1,000 (to \$28,500) to account for labor contract.
- 132) Line 010-3600-4004011 Fire Safety Equipment decreased \$500 (to \$1,500) to account for labor contract.
- 133) Line 010-3600-4004014 Fire Office Supplies decreased \$500 (to \$2,500) to account for labor contract.
- 134) Line 010-3600-4004050 Fire Motor Fuels decreased \$1,400 (to \$59,000) to account for labor contract.
- 135) Line 010-3600-4006010 Fire Gas decreased \$1,000 (to \$22,000) to account for labor contract.
- 136) Line 010-3600-4006020 Fire Electricity decreased \$2,000 (to \$43,000) to account for labor contract.
- 137) Line 010-3800-4001130 Police Salaries – Overtime decreased \$25,000 (to \$246,500) to account for labor contract.
- 138) Line 010-3800-4001205 Police Health Insurance increased \$20,500 (to \$413,660) to account for labor contract.
- 139) Line 010-3800-4001210 Police Dental Insurance increased \$1,770 (to \$52,030) to account for labor contract.
- 140) Line 010-3800-4001225 Police Disability Insurance decreased \$100 (to \$12,100) to account for labor contract.
- 141) Line 010-3800-4001230 Police Social Security decreased \$1,910 (to \$231,310) to account for labor contract.
- 142) Line 010-3800-4001235 Police LAGERS increased \$251,830 (to \$516,500) to account for labor contract.
- 143) Line 010-3800-4001255 Police Workers' Compensation decreased \$830 (to \$87,900) to account for labor contract.
- 144) Line 010-3900-4001205 Municipal Jail Health Insurance increased \$2,590 (to \$53,320) to account for labor contract.
- 145) Line 010-3900-4001210 Municipal Jail Dental Insurance increased \$230 (to \$6,030) to account for labor contract.
- 146) Line 010-3900-4001235 Municipal Jail LAGERS increased \$20,000 (to \$42,530) to account for labor contract.
- 147) Line 010-4000-4001205 Community Planning & Development Health Insurance increased \$1,030 (to \$21,680) to account for labor contract.
- 148) Line 010-4000-4001210 Community Planning & Development Dental Insurance increased \$110 (to \$3,470) to account for labor contract.
- 149) Line 010-4000-4001235 Community Planning & Development LAGERS increased \$15,790 (to \$33,790) to account for labor contract.
- 150) Line 010-0000-3402300 Utility Billing increased \$8,820 (to \$170,180) to account for labor contract.

151) Line 010-0000-3402350 Public Works Billing increased \$24,690 (to \$717,722) to account for labor contract.

Hotel/Motel Tax Fund

152) Line 224-0000-4001205 Health Insurance increased \$250 (to \$5,860) to account for labor contract.

153) Line 224-0000-4001210 Dental Insurance increased \$40 (to \$1,160) to account for labor contract.

154) Line 224-0000-4001235 LAGERS Retirement increased \$2,600 (to \$5,770) to account for labor contract.

Street Fund

155) Line 225-0000-4001205 Health Insurance increased \$4,120 (to \$88,480) to account for labor contract.

156) Line 225-0000-4001210 Dental Insurance increased \$410 (to \$10,890) to account for labor contract.

157) Line 225-0000-4001235 LAGERS Retirement increased \$37,540 (to \$83,180) to account for labor contract.

158) Line 225-0000-4003109 Public Works Billing increased \$3,432 (to \$99,763) to account for labor contract.

159) Line 225-0000-4957400 Capital Outlay Equipment 1991 Ford LN-8000F Dump Truck Replacement increased \$40,000 (to \$160,000) carried over from FY15 to FY16, zero budget impact.

160) Line 225-0000-4957400 Capital Outlay Equipment Salt Spreader increased \$20,100 (to \$35,100) carried over from FY15 to FY16, zero budget impact.

161) Line 225-0000-4957400 Capital Outlay Equipment Snow Plow increased \$7,170 (to \$22,170) carried over from FY15 to FY16, zero budget impact.

Wastewater Fund

162) Line 660-0000-4001205 Health Insurance increased \$3,880 (to \$80,860) to account for labor contract.

163) Line 660-0000-4001210 Dental Insurance increased \$380 (to \$10,650) to account for labor contract.

164) Line 660-0000-4001235 LAGERS Retirement increased \$30,720 (to \$68,070) to account for labor contract.

165) Line 660-0000-4003106 Utility Billing increased \$4,410 (to \$85,090) to account for labor contract.

166) Line 660-0000-4003109 Public Works Billing increased \$10,542 (to \$306,467) to account for labor contract.

167) Line 660-0000-4957400 Capital Outlay Equipment Replace 1991 Ford Dump Truck increased \$38,000 (to \$38,000) carried over from FY15 to FY16, zero budget impact.

168) Line 660-0000-4957400 Capital Outlay Equipment Salt Spreader for 2002 Chevy 3500 replace increased \$1,570 (to \$1,570) carried over from FY15 to FY16, zero budget impact.

Water Fund

169) Line 662-0000-4001205 Health Insurance increased \$3,890 (to \$79,100) to account for labor contract.

170) Line 662-0000-4001210 Dental Insurance increased \$350 (to \$10,180) to account for labor contract.

171) Line 662-0000-4001235 LAGERS Retirement increased \$28,860 (to \$63,940) to account for labor contract.

172) Line 662-0000-4003106 Utility Billing increased \$4,410 (to \$85,090) to account for labor contract.

173) Line 662-0000-4003109 Public Works Billing increased \$10,715 (to \$311,491) to account for labor contract.

174) Line 662-0000-4957400 Capital Outlay Equipment Replace 1991 Ford Dump Truck increased \$38,000 (to \$38,000) carried over from FY15 to FY16, zero budget impact.

175) Line 662-0000-4957400 Capital Outlay Equipment Salt Spreader for 2002 Chevy 3500 replace increased \$1,570 (to \$1,570) carried over from FY15 to FY16, zero budget impact.

Golf Fund

176) Line 665-0000-4001205 Health Insurance increased \$1,810 (to \$37,500) to account for labor contract.

177) Line 662-0000-4001210 Dental Insurance increased \$160 (to \$4,400) to account for labor contract.

178) Line 662-0000-4001235 LAGERS Retirement increased \$17,410 (to \$38,580) to account for labor contract.

Proposed Budget Description	General Fund Estimated FY16 Ending Fund Bal	General Fund Estimated FY16 Rev over/(under) Exp
1) Presented 1/13/15	16.86%	\$ (26,177)
2) Updated for resignation & promotion of Fire Dept personnel	17.48%	\$ 62,933
3) Updated for negotiated contract changes	15.04%	\$ (290,660)
4) Updated for anticipated FY15 opportunitites and risks as of 2/28/15	18.63%	\$ 230,521
5) Updated to reflect reinstatement of Code Enf Officer & Asst Fin Dir	17.59%	\$ 79,521
6) Updated to reflect transfer to Water fund of \$300,000	15.52%	\$ (220,479)

AN ORDINANCE AMENDING CHAPTER 14, ENTITLED "NUISANCES", OF THE BELTON CITY CODE.

WHEREAS, the Belton City Council wishes to amend and update Chapter 14, entitled "Nuisances" of the Belton City Code.

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

Section 1. That Chapter 14 of the Belton City Code, entitled "Nuisances", is hereby amended with the addition of the underlined language and deletion of the stricken language as follows:

Chapter 14 - NUISANCES

ARTICLE I. - IN GENERAL

Sec. 14-1. - Creating, maintaining prohibited; undeveloped property.

(a) It shall be unlawful for any person to permit, cause, keep, or maintain ~~or do~~ any nuisance or contribute to the same as defined by the laws of this state, provisions of this Code or the other ordinances of the city, or cause or permit to be committed, caused, kept, maintained or done or contribute to the committing, causing, keeping or maintaining of any such nuisance within the city limits or within one-half mile of the city limits. For purposes of this section, the term "person" includes individuals, private corporations, firms, partnerships, associations, executors, administrators, trustees, receivers, or other representatives appointed according to law.

(b) For the purposes of this ~~chapter~~Chapter, the term "undeveloped property" shall mean property which does not have a final plat which has been recorded with Cass County. However, property which is developed but not platted shall not be treated as undeveloped property.

(c) For the purposes of this ~~chapter~~Chapter, the term "cultivated property" shall mean property that is worked by plowing, sowing and raising crops and shall include the harvesting of hay and other grasses for commercial purposes.

Sec. 14-2. - Penalty.

(a) Notwithstanding any other provision of this Code to the contrary:

(1) Whenever the code enforcement officer or other employee authorized by the City Manager is made aware that a violation of this ~~chapter~~Chapter, including Sections 14-37, 14-38, 14-39 or 14-40, has occurred, and a notice of violation is issued, a summons to appear in municipal court on the violation shall be issued if the violation is not abated by the time given in the notice.

~~(1)~~(2) Any person who has been found guilty of violating any provision of this ~~chapter~~Chapter, after issuance of a summons to appear in municipal court, shall ~~be required to~~ pay a minimum fine of \$100.00 for the first offense.

~~(2)~~(3) Any person who has been found guilty of violating any provision of this ~~chapter~~Chapter a second time within ~~24 months~~[] of a previous conviction under this ~~chapter~~Chapter, after issuance of a summons to appear in municipal court, shall pay a minimum fine of \$200.00.

(34) Any person who has been found guilty of violating any provision of this ~~chapter~~Chapter a third time within ~~24 months~~[] of his or her first conviction under this ~~chapter~~Chapter, after issuance of a summons to appear in municipal court, shall ~~be fined~~ pay a minimum fine of \$300.00.

(45) An habitual offender, that is, any person who has been found guilty of violating any provision of this ~~chapter~~Chapter four times or more within ~~24 months~~[] of the first violation, after issuance of a summons to appear in municipal court, shall be fined \$500.00 for the fourth offense and each subsequent offense. Probation may be granted to an habitual offender for a term of not less than two years.

(b) In addition to the fines which shall be imposed as provided for herein, any person found guilty of any provision of this ~~chapter~~Chapter shall also be subject to additional punishment by imprisonment not exceeding 90 days, as may be determined by the municipal judge.

(c) If a person is charged and found guilty of committing more than one offense on the same day, then all such offenses on that day for purposes of this section shall be counted as one violation. Each day that any condition exists or continues which constitutes a violation of this ~~chapter~~Chapter shall be regarded as a new and separate offense.

(d) The penalties in this section are in addition to the remedies identified elsewhere in this ~~chapter~~Chapter, which include abatement and the imposition of costs through a special tax bill or in the annual real estate tax bill, any delinquent costs also constituting a personal debt against the owner and also creating a lien on the property until paid.

Sec. 14-3. - Enumeration.

The following are ~~hereby~~ declared, defined and deemed to be nuisances for the purposes of this article; provided, however, that the following shall not be deemed to be an exclusive list:

(1) All articles or things whatsoever committed, caused, kept, maintained, suffered, or permitted, that are dangerous or detrimental to any of the inhabitants of the city.

(2) Any condition or use of private property or of building exteriors which is detrimental to the property of others or which causes or tends to cause substantial diminution in the value of other property in the neighborhood in which such property is located, or offensive annoyances which

are discomfoting or detrimental to the health or public welfare of individuals or the public. This includes but is not limited to the keeping or the depositing on, or the scattering over the premises of any of the following:

- a. Junk, trash or debris;
- b. Abandoned, discarded or unused objects or equipment such as automobiles, furniture, stoves, freezers, appliances, cans or containers;
- c. Building material abandoned or stored in an area where construction is not in progress and in an area not properly zoned for such storage; however, such storage shall be permitted in an area where construction is in progress and a valid building permit issued by the city is in effect. Such permitted storage shall not extend more than 30 days beyond the expiration of the building permit or completion of construction whichever first occurs.

(3) Any partially dismantled, wrecked, junked, or discarded or otherwise non-operating motor vehicle under repair remaining on private property longer than 48 hours; and no person shall leave any such vehicle on any property within the city for a longer time than 48 hours, except that this section shall not apply to any vehicle in an enclosed building or so located upon the property as not to be readily visible from any public place or from any surrounding private property, or with regard to a vehicle in an appropriate storage place or depository maintained in a lawful public agency or entity, or in a zoning district permitting such use.

(4) Unsheltered storage or unsheltered parking of old unused, stripped, junked and other vehicles not in good and safe operating condition and of any other vehicles, machinery, implements and/or equipment or personal property of any kind which is no longer safely usable for the purposes for which it was manufactured, which in this article are collectively described as personal property, for a period of 24 hours or more except in a licensed junk or salvage yard. Automobiles not having a current state inspection certificate shall be presumed to be not in a good and safe operating condition unless properly stored and sheltered as provided in subsection (3) of this section.

(5) The carrying on of any business dangerous or detrimental to the health or safety of the inhabitants of the city.

(6) The manufacturing or rendering of any article or thing that is obnoxious or detrimental to the safety or health of any of the inhabitants of the city.

(7) Accumulating, storing, piling, stacking or placing of paper, magazines, rags, sawdust, debris, dirt, rocks, boxes, straw, or other similar substances, or leaves for more than 48 hours on residential or business property by the owner or person in charge of said property, whether through their agent, servants, employees or otherwise, when such substances are accumulated, stored, piled, stacked or placed so that they may, by natural causes such as wind or storm, escape

from the property where so stored, accumulated, piled, stacked or placed onto the property of others, the streets, sidewalks or alleys.

(8) Carcasses of animals remaining exposed more than 12 hours after death.

(9) Ashes, slops, filth, excrement, rocks, stones, dirt, debris, straw, soot, tree limbs, offal, stagnant water, all sorts of decaying animal matter, decaying fruit or vegetables, or other vegetable matter, broken kitchenware, wrecks or parts of worn-out automobiles or other machines, scrap iron or other metals, old cans, old bottles, broken glass, discarded wearing apparel, dead animals, or any other offensive or disagreeable substance or thing, old, dilapidated barns, sheds or other buildings left, deposited or caused or permitted to remain in such quantity or in such condition as to be offensive to the sight or smell or a menace to health, safety, peace, or comfort, or of such nature as to be or become harborers or breeding places for mosquitoes, ants, flies, rats, mice or other insects, animals, or vermin, or so as to provide shelter, food or protection for rodents, thus favoring rodent multiplication and continued existence whether left or deposited upon private premises owned, occupied or controlled by persons causing or permitting the same or upon any public street, sidewalk, alley, parkway, public enclosure or vacant lot; all water, steam, and condensation drained from, emitted from or thrown upon any sidewalk, parkway, alley or street from any place occupied by a commercial or business structure or any appurtenances belonging thereto.

(10) Any stable, stall, shed, compartment and any yard or appurtenance thereof in which any horse, cattle, cows, swine, dogs, rabbits or any other animals, chickens or any other fowl shall be kept, or any place in which manure, urine, or other discharges of such animals shall collect or accumulate, and which stable, stall, shed or compartment, or any yard or appurtenance thereof, is not kept in a clean and wholesome condition, so that offensive smell shall be allowed to escape therefrom. Nothing in this article shall be so construed as to include manure deposits upon any private property for the purposes of cultivating the same.

(11) Discharge from any source whatsoever of air contaminants or other material of such quantities and of such duration as to cause injury, detriment, nuisance or annoyance to any considerable number of persons or to the public or which endanger the comfort, repose, health or safety of any such persons or the public or which cause or have a natural tendency to cause injury or damage to business or property, or to cause a condition of air pollution.

(12) The accumulation upon any private property lot or parcel of ground or the discharge thereof upon any public street, alley, sidewalk or other public place, or upon any private property, of urine, liquid waste from stables, swill, water from privy vaults, wastewater, filthy wash water, or any foul or nauseous liquid waste of any kind whatever.

(13) The throwing, depositing, or causing to be deposited in any street, alley or other public place or on any private property of any garbage, refuse, filth, debris, offal, the carcass of any animal or part thereof, any filthy water or manure or other offensive matter, or causing or

permitting such or any offensive matter to collect or remain in any place to the prejudice or annoyance of others.

(14) The standing of vehicles which are laden with any foul or nauseous thing, liquid or substance or any refuse, filth, offal or other trash or rubbish, anywhere in the city for a period of time longer than reasonably necessary for loading or unloading.

(15) Any unclear, stinking, foul, odorous or filthy drain, ditch, tank, or gutter, or any leaking or broken slop, garbage, or manure boxes, or receptacles of like character.

(16) Any dirt gathered in cleaning yards, waste of mills or factories, or any rags, damaged merchandise, wet, broken or leaking barrels, casks or boxes, or any materials which are offensive or tend by decay to become putrid or to render the atmosphere impure or unwholesome, found upon any lot or piece of ground.

(17) Any water leakage, seepage or moisture in any cellar, basement or part thereof, of any house or building occasioned by leakage from defective hydrants, water pipes, sewer pipes, cisterns, wells, gutters, drains, rainspouts or seepage from the surrounding earth.

(18) Any pond or pool of unwholesome, impure, stagnant or offensive water found upon any lot or piece of ground.

(19) Any open, uncovered or unprotected well or cistern on any premises, or any well or cistern containing water which on analysis discloses to be impure or unwholesome in nature.

(20) Any water accumulating and remaining, continuing or stagnating upon, in or about any lot, tract, or piece of ground, or any barrels, buckets, kegs, tubs, cans, bottles, jars or vessels of any kind whatsoever caused or permitted to be thrown, to be placed or to remain upon any lot, property, or grounds in the city that might, could or would catch, hold, contain or retain water in which mosquitoes, bugs, worms or living creatures might be bred, hatched, raised or allowed to remain or accumulate.

(21) Every privy, privy vault, cesspool or water closet, or any other receptacle whatever, of human excrement, which is in an overflowing, leaking, full, insecure or defective condition or kept in such condition as to emit any offensive, noxious or disagreeable odor.

(22) The erection, continuance or use of any building, room, or other place in the city for the exercise of any trade, employment or manufacture, which by occasioning noxious exhalations, causes offensive odors discomforting, offensive or detrimental to the health of individuals or the public.

(23) The causing or permitting of any natural or manmade drainage ditch, dam, detention pond, drainage structure or drainage way on any private property or public property to be rendered partially or totally unusable or ineffective in meeting its original purpose and natural or design

capacity. Failure to establish and maintain an adequate vegetation cover on any non-paved drainage facility, or permitting surface vegetation to grow in excess of ~~eight~~eight ~~seven~~seven inches in height thereon; except that such surface vegetation may grow in excess of ~~eight~~eight ~~seven~~seven inches but no more than 12 inches when in the portion of undeveloped land outside of the 50 foot areas described in subsection 14-40(a), subject to other provisions of this Chapter 14

(24) The maintenance upon any premises in this city of a building, structure or other condition apt to cause injury to the traveling public, or apt to obstruct, injure or destroy the public ways of the city.

Sec. 14-4. - Abandoned iceboxes.

It shall be unlawful for any person to leave or permit to remain outside of any dwelling, building or other structure, or within any unoccupied or abandoned building, dwelling or other structure under such person's control, in a place accessible to children, any abandoned, unattended or discarded icebox, refrigerator or other container which has an airtight door or lid, snap lock or other locking device which may not be released from the inside, without first removing said door

Sec. 14-5. - Right of entry for purposes of enforcement.

(a) Whenever necessary to make an inspection or to enforce any of the provisions of this Code or whenever the code enforcement officer, chief of police, or other employee authorized by the city manager has reasonable cause to believe that there exists a nuisance, or in any building or structure any condition which makes such building or structure unsafe, the code enforcement officer, chief of police, or other employee authorized by the city manager may go upon the property and/or enter the building or structure at any reasonable time to inspect the same or to perform any duty imposed upon the code official by this Code, including abatement or removal of any nuisance; provided, if such property is occupied, the code official shall first present proper credentials and request and obtain permission to enter before entering the building or structure. Reasonable effort must be made to locate the owner or other persons having charge or control of the property when seeking permission for entry.

(b) If no consent has been given to enter or inspect any building, structure, or premises, no entry or inspection shall be made without the procurement of a warrant from the judge presiding in the municipal court.

(c) If a complaint in writing is filed by the code official, any police officer, city attorney or prosecuting attorney of the city with the municipal court of the city stating that he or she has probable cause to believe there exists on a property and/or in a building or structure, more particularly described therein, a violation or violations of provisions of this Code and it is within the territorial jurisdiction of the city, and if ~~such~~the complaint is verified by ~~the~~ oath or affirmation stating evidential facts from which ~~such~~the judge determines the existence of

probable cause, then ~~such~~the judge may issue a search warrant directed to the authorized person to search the structure or premises therein described for the purposes requested.

(d) ~~Such~~The search warrant ~~may~~ must be executed and returned ~~only~~ within ten days after the date of its issuance. The person authorized to search shall make a return promptly after concluding the search and ~~such~~the return shall contain an itemization of all violations of this Code discovered pursuant to ~~such~~the search. Refusal to allow entry upon presentation of a search warrant shall be an ordinance violation. Execution of a search warrant issued under this section shall not be by forcible entry.

(e) For its determination of probable cause for issuance of an administrative warrant, the municipal court may consider any of the following factors along with such other matters as it deems pertinent in its ~~decision~~ discretion as to whether a warrant shall be issued:

- (1) Eyewitness accounts of violation;
- (2) Citizen complaints;
- (3) Tenant complaints;
- (4) Plain-view violations;
- (5) Violations apparent from city records;
- (6) Nature of alleged violation, the threat to life or safety and imminent risk of significant property damage;
- (7) Previous unabated or similar violations in the building or structure or on the premises;
- (8) Passage of time since the last inspection of the building, structure, or premises;
- (9) The age and condition of the building or structure to be inspected; and
- (10) Whether the scope of the search has been specifically and narrowly defined so as to limit the discretion of the inspector.

(f) Cause supporting issuance of a warrant shall be deemed to exist in light of reasonable legislative and administrative standards which show that there is reason to believe that a condition of nonconformity exists with respect to a building in violation of the provisions of the International Property Maintenance Code, as adopted by the City. The mere refusal of entry or inspection shall not constitute adequate probable cause for the issuance of an administrative warrant.

(g) The code official may enter the premises without consent or an administrative warrant to make an inspection or enforce any of the provisions of this ~~code~~Code in the following circumstances:

- (1) The activity has a high risk of illegal conduct and poses a serious danger to the public;
- (2) Emergency situations;
- (3) The inspection is conducted at a pervasively regulated business; or
- (4) In connection with such accepted regulatory techniques as licensing programs which require inspections prior to operating a business or marketing a product.
- (5) When the circumstances or conditions otherwise threaten the health, safety or welfare of the public.

Sec. 14-6. - Abatement after notice, hearing.

(a) ~~In the event~~ If the abatement of any nuisance is not immediately necessary for the protection of the health and welfare of the inhabitants of the city, then the code enforcement officer or other employee authorized by the city manager shall give seven days' notice to the owner, ~~or~~ occupant or person having possession of the premises where ~~such~~ the nuisance exists, or his or her agent, stating the nature of ~~such~~ the nuisance and ordering the removal or abatement of such nuisance. ~~Such~~ The notice shall be required in order to abate the nuisance under provisions of this ~~chapter~~ Chapter, but ~~such~~ notice shall not be required as a prerequisite for a violation of section 14-1 or repeat violations pursuant to section 14-41(b). If the nuisance is on private property, proof that a person occupied the property or that a person has possession or the right to possession of the property shall constitute prima facie evidence for purposes of this ~~chapter~~ Chapter that ~~such~~ the person has caused, maintained or permitted the nuisance; and ~~such~~ the person shall be responsible for its abatement. ~~Such~~ The notification may be made by any one of the ~~following methods set forth in 14-6(c)(7)~~;

- ~~(1) Delivery of the notice to the owner or the person occupying or having possession of the property;~~
- ~~(2) Depositing in the United States mail, postage prepaid, the notice addressed to the owner or the person occupying or having possession or the right to possession of the property;~~
- ~~(3) If such property is not occupied the code enforcement officer or other employee authorized by the city manager shall notify the owners by posting a notice of his or her order to abate or remove such nuisance within a time to be specified in such notice upon such property and shall send a copy of such notice by registered mail to the last known address of the owners;~~
- ~~(4) If such property is not occupied and the owner is unknown or cannot be located, then the code enforcement officer or other employee authorized by the city manager shall post a notice containing an order to abate the nuisance on the property where such nuisance exists; or~~
- ~~(5) By delivery of a notice or by depositing in the United States mail, postage prepaid, a notice to the person causing, maintaining or permitting a nuisance.~~

(b) A person notified as provided in this section shall not fail, neglect or refuse to comply with the ~~same~~notice within the time specified ~~in such notice~~. For every day from the time specified in the notice that ~~such~~the person shall fail, neglect or refuse to comply ~~with the same~~ and for every day thereafter that ~~such~~the person shall fail, neglect or refuse to abate or remove such nuisance, he or she shall be deemed guilty of a separate offense. If the property has been posted with a notice to abate the nuisance, failure to give notice as set forth above shall not ~~in any way~~ invalidate a lien against the land for charges to abate the nuisance.

(c) Procedure. The notice of nuisance and requirement to abate shall:

(1) Be in writing.

(2) State the nature of the nuisance and that the condition constitutes a nuisance.

(3) Describe the premises where the nuisance is alleged to exist or to have been committed.

(4) Specify a period of seven days for the abatement of the nuisance and advise the owner, occupant or person in possession of the premises of his or her right to request a hearing under the appeal procedure in Section 14-6(d).

(5) State that, unless the nuisance is abated within the seven days, it can be abated by the City, and the costs of abatement shall be assessed as provided for under Section 14-9.

(6) State that failure, neglect or refusal to abate the nuisance within the seven days renders the owner, occupant or person in possession of the premises prosecutable in municipal court, with penalties imposed in accordance with Section 14-2.

(7) Be served upon the owner, occupant or person in possession of the premises, or owner of the personal property, by delivery personally or by leaving notice at the owner, occupant or person in possession's usual place of abode with a member of the family over the age of 15 years, or by United States mail, postage prepaid, addressed to the owner, occupant, person in possession of their agent. If a person to whom notice is addressed cannot be found after reasonable effort to do so, service may be made upon ~~such~~the person by posting the notice on the premises described in the notice, or by causing the notice to be published in a newspaper of general circulation. If the owner or occupant is a corporation, notice shall be served upon an officer, a person in charge of any local business office, or its registered agent or any other agent authorized by appointment or required by law to receive service of process.

(d) Appeal.

(1) Any person served with a notice of violation and requirement to abate shall have the right to appeal from the notice of violation to the chief of police or his designee within seven days of the date of the notice of violation. The chief or designee shall hear at a time promptly set, in a manner allowing the appellant to present evidence, each duly filed appeal and decide whether to

affirm, amend or reverse the notice of violation or other action appealed. In doing so, the chief or designee may interpret the provisions of the Code and this eChapter.

(2) An appeal shall be in writing and in a form and with such information as the city may require. An appeal must be delivered to the police department administrative office on or before the seventh day after the notice of the violation. Only those matters specifically raised by the applicant in the written appeal shall be considered.

(3) The timely filing of an appeal shall not stay enforcement through abatement but shall preserve the right to challenge abatement costs. Failure of a person entitled to appeal under this Chapter to timely final an appeal is a waiver of the right to appeal. A person shall be estopped to deny the validity of any order or action which could have been appealed.

(4) Any person who appeals under this section may appeal the decision to the Governing Body within ten days of the decision, in writing, in a form and with such information as the city may require.

Sec. 14-7. - Authorization to abate.

Seven days after the notice is given to a property owner or person occupying or in possession of the property to abate or remove a nuisance, or to an agent as may be applicable, and the property owner or occupant or possessor fails to begin removing or abating the nuisance or upon failure otherwise fails to remove or abate the nuisance to pursue the removal or abatement of such nuisance without unnecessary delay, a summons shall be issued in accordance with Section 14-2. Further, the code enforcement officer or other employee authorized by the city manager is hereby authorized and empowered to lawfully enter upon any private property or premises for the purpose of abating or removing any nuisance existing thereon upon obtaining a warrant or consent from the owner or occupant or possessor resident of the property and for that purpose may summon sufficient force to help him or her abate or remove any such nuisance, including the use of city employees or equipment and the use of laborers hired for the duration of the abatement project.

Sec. 14-8. - Abatement without notice.

Whenever the code enforcement officer, chief of police, or other employee authorized by the city manager has cause to abate a nuisance immediately in order to secure the general health, safety, or welfare of the city or any of its inhabitants, the code enforcement officer, chief of police, or other employee authorized by the city manager is authorized to abate ~~such~~the nuisance without notice, and he or she may use any suitable means or assistance for that purpose, whether employees of the city or day laborers especially employed for that purpose or any other help or assistance necessary therefor.

Sec. 14-9. - Liability for costs.

All of the costs of abatement, including but not limited to costs of notices, inspections and abatement proceedings shall be ~~reported~~ certified to the city clerk or officer in charge of finance, who shall cause the certified costs to be included in a special tax bill or added to the annual real estate bill, at the collecting official's option, therefor against for the property and the certified costs shall be collected by the official collecting taxes in the same manner and procedure for collecting real estate taxes. ~~to be prepared and to be collected by the city collector with other taxes assessed against the property;~~ If the certified costs isare not paid, the tax bill or annual real estate bill reflecting the special tax bill (in any case referred to as "tax bill") shall be considered delinquent, and the collection of the delinquent bill shall be governed by the laws governing delinquent and back taxes. ~~and~~ The tax bill from the date of its issuance shall be deemed a personal debt against the owner and a first-lien on the property until paid, and The tax bill shall be prima facie evidence of the recitals therein and of its validity and no mere clerical error or informality in the same, or in the proceedings leading up to the issuance, shall be a defense thereto. Each special-tax bill shall be issued by the city clerk and delivered to the collecting official on or before the first day of ~~June~~ September of each year. ~~Such~~ The tax bills if not paid when due, shall bear interest at the rate of 12 percent per annum.

Sec. 14-10. - Disposition of nuisance property.

(a) If not removed within the times specified in the notice to abate provided for within sections 14-6, 14-7 and 14-8, vehicles, junk or other property constituting the nuisance shall be transported to a storage area, by or at the direction of the code enforcement officer, police chief or other employee authorized by the city manager, at the expense of the owner or person in custody thereof. It shall then be stored for a period of at least 90 days and the person entitled to possession thereof may redeem the property by payment to the city of the actual costs of removal and a storage fee.

(b) The owner of the property constituting the nuisance, if known, or owner or occupant of the premises where the nuisance existed, or his or her agent, shall be notified of the right to redeem the property pursuant to 14-10(a), above. ~~Such~~The notice shall be served in the manner outlined in section 14-6 before the 90 day redemption period expires.

~~(b)~~(c) If the vehicle or junk or other property constituting a nuisance is unredeemed after the expiration of the 90-day period, the code enforcement officer, chief of police or other employee authorized by the city manager, may sell the vehicle, junk or other property to the highest bidder or, if it has no resale value, may otherwise dispose of it. Any money received from the sale or disposal of any vehicle or junk shall be applied to the abatement expenses charged to the owner or person in charge thereof. Any money received from the sale in excess of the actual costs of abatement and storage shall be returned to the owner or person in charge thereof provided that:

(e)(d) Prior to the sale or disposal of any nuisance property under the provisions of this section, the code enforcement officer, chief of police or other employee authorized by the city manager shall notify the owner or occupant of the premises where such nuisance exists or his or her agent in the manner outlined in section 14-6, and shall cause to be posted in city hall, the place of storage and at least one other public place in the city, a notice of sale stating:

- (1) The terms of the sale;
- (2) The date, time and place of the sale; and
- (3) An itemized description of the property.

~~Such~~The notice shall be published not less than ten nor more than 30 days prior to the sale.

Secs. 14-11—14-36. - Reserved.

ARTICLE II. - WEEDS AND OTHER RANK VEGETATION

Sec. 14-37. - High weeds, etc., declared menace to public health, safety and welfare.

The presence of high weeds and other rank or uncultivated vegetation, excluding shade trees, ornamental shrubs, fruit trees, domesticated berry bushes and vines, cover crops and domestic grains and plantings on lots and pieces of land within the city, constitute a menace to the public safety, health and welfare by reason that such conditions may:

- (1) Cause a fire hazard;
- (2) Furnish cover for prowlers;
- (3) Create a nuisance with potential danger of injury on rocks, debris, holes, etc., covered by excess growth;
- (4) Obstruct visibility at street intersections;
- (5) Result in the aggravation of allergies;
- (6) Furnish a potential harborage or breeding place for disease-carrying insects, arthropods, animals and poisonous snakes.

Sec. 14-38. - Weeds and other rank or uncultivated vegetation constituting a nuisance.

The growth of weeds and other rank or uncultivated vegetation shall constitute a public nuisance when any such growth on a lot or piece of land may substantially endanger the health, safety, or welfare of the public, having considered those hazards enumerated in section 14-37.

Sec. 14-39. - Weeds, etc., over ~~eight~~ seven inches in height declared nuisance per se.

The growth of weeds or other rank or uncultivated vegetation in excess of ~~eight~~ seven inches in height is declared to be a public nuisance, per se, detrimental to the health, safety or welfare of the public.

Sec. 14-40. - Permitting growth of high weeds, grass, etc., prohibited.

(a) It shall be unlawful for any owner, lessee or occupant, or any agent, servant, representative or employee of any such owner, lessee or occupant, having control of any lot, piece of land, or any part of any lot, to allow weeds, other rank or uncultivated vegetation, or grass to attain a height greater than ~~eight~~ seven inches or more on (i) any developed lot or land, or (ii) that portion of any undeveloped land which portion is located within ~~50~~ fifty feet of the centerline of any adjacent street or alley, or which portion is located within ~~50~~ fifty feet of the property line of residentially zoned property. That portion of undeveloped land located beyond these ~~50~~ fifty foot areas may grow in excess of ~~eight~~ seven inches but no more than ~~12~~ twelve inches.

(b) Whenever private property abuts a public right-of-way or easement belonging to the city, or any other public entity, and there exists in such right-of-way or easement a tree, lawn or grassy area between the private property line and the midline of said right-of-way or easement, then such tree, lawn or grassy area shall be considered, for purposes of this section, to be a part of the private lot which abuts the right-of-way or easement, and it shall be the duty of those responsible under this section for the trimming of tree limbs to at least ~~13~~ thirteen feet six inches above the public street, alley, street right-of-way, or alley right-of-way, sidewalk, or public place, and mowing of the private lot to equally maintain the tree, lawn or grassy area within the abutting right-of-way or easement, and all of the provisions of this section shall apply with equal force and effect to said tree, lawn or grassy area.

(c) The provisions of this section shall not apply to publicly owned grassy medians. In addition to any other available remedies, any person violating this section shall be punished as provided by section 14-2.

(d) The provisions of this section shall not apply to cultivated property, regardless of its zoning. The property owner or tenant must file a letter with the city notifying of the cultivated status of the property.

Sec. 14-41. - Abatement; order for owner to abate.

(a) Whenever the code enforcement officer or other employee authorized by the city manager is made aware that a violation of section 14-37, 14-38, 14-39 or 14-40 has occurred, the code enforcement officer or other employee authorized by the city manager shall give seven days' notice ~~by a method of notification~~ as authorized in section 14-6 to the owner or occupant or

person in possession of the premises where ~~such~~the violation exists, or to his or her agent, stating the nature of ~~such~~the violation and ordering the removal or abatement of ~~such~~ violative weeds, or other rank vegetation nuisance. If the violation is not abated within seven days of the notice, the city shall cause the violation to be abated ~~at cost the city shall cause the violation to be abated,~~ with costs assessed as set forth in section 14-9. If a party timely appeals under section 14-6, costs may be challenged. to the party having responsibility for the upkeep and maintenance of the property.

(b) Any person served with a notice of violation has the right to a hearing as set forth in section 14-6; however, the filing of an appeal shall not stay the abatement of weeds or other rank vegetation.

~~(b)~~(c) If weeds, or other rank vegetation are allowed to grow on the same property in violation of a provision in article II of this ~~e~~Chapter more than once during the same growing season, and the city has provided at least one notice of ~~such~~ violation in accordance with subsection (a) of this section, the code enforcement officer or other employee authorized by the city manager may, without further notification, have the weeds, or other rank vegetation removed, cut or abated, and the cost of the same shall be billed and collected as provided in section 14-9. The provisions of this subsection do not apply to lands owned by a public utility and lands, rights-of-way, and easements appurtenant or incidental to lands controlled by any railroad.

Sec. 14-42. - Abatement by city; collection of costs thereof.

In case the party responsible for abating or remedying the weeds, or other rank vegetation, identified as being nuisances or in violation of sections 14-37 through 14-41 has not removed or abated or otherwise brought the violation into compliance with this ~~e~~Chapter within the seven-day abatement period set forth in section 14-41(a), the code enforcement officer or other employee authorized by the city manager shall have the weeds or rank vegetation, cut down and removed or otherwise abated to bring such areas into compliance with this ~~e~~chapterChapter. All costs of abatement shall be collected as provided in section 14-9.

Section 2. That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

Duly read two (2) times and passed this ___ day of _____, 2015.

Mayor Jeff Davis

Approved this ___ day of _____, 2015.

Mayor Jeff Davis

ATTEST:

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

APPROVED AS TO FORM:

City Attorney

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 ____ day of ____, 2015, and thereafter adopted as Ordinance No. 2015-_____ of the City of Belton, Missouri, as a regular meeting of the City Council held on the ____ day of ____, 2015, 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

BILL NO. 2015-18

ORDINANCE NO. 2015-_____

AN ORDINANCE APPROVING THE RATIFICATION OF A CONTRACT WITH SEAL-O-MATIC FOR THE OVERLAYS OF TOWNE CENTER DRIVE AND MULLEN ROAD BEGINNING WITH THE HEADERS WITH THE NEW MARKEY PKWY PROJECT AND ENDING AT 58 HWY IN A NOT TO EXCEED AMOUNT OF \$135,000.

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

Section 1. That an Agreement with Seal-O-Matic for the overlays of Towne Center Drive and Mullen Road is hereby Ratified on behalf of the City.

Section 2. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

Duly read two (2) times and passed this ____ day of _____, 2015.

Mayor Jeff Davis

Approved this ____ day of _____, 2015.

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 that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ___ day of _____, 2015, and thereafter adopted as Ordinance No. 2015-___ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ___ day of _____, 2015, 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: 3.24.2015

DIVISION: Engineering

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

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

ISSUE/RECOMMENDATION:

Staff recommended to Council on 3-10-15 that the City should use the opportunity to use SealOMatic (asphalt sub-contractor on the Markey Pkwy Project) to also overlay Towne Center and Mullen Road to complete the improvements in the area. These overlays are planned for FY 16 and it is believed best to use this contractor due to the fact that they are already on site and the City would realize better rates for the work. The Council provided consensus and direction to proceed with the recommendation to be ratified at a later date (this meeting).

Overlays almost invariably result in damages to the traffic signal loops and so in anticipation that will take place at Towne Center and Mullen, staff is preparing to replace those with cameras at an approximate cost of \$17,000 total. Cameras are going to cost roughly \$3,000 more than the loops but would not be a re-occurring cost with each overlay in the future. The Amount requested below includes these costs for cameras.

PROPOSED CITY COUNCIL MOTION:

Approve the Ratification of a Contract with Seal-O-Matic for the overlays of Towne Center Drive and Mullen Road beginning with the headers with the new Markey Pkwy Project and ending at 58 Hwy in a not to exceed amount of \$135,000.

BACKGROUND:

The City has been planning to overlay these segments based on their condition, the amount of heavy traffic during the Markey Pkwy project, and due to their proximity to the new parkway.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:		Seal-O-Matic
Amount of Request/Contract:	\$	152,000
Amount Budgeted:	\$	N/A
Funding Source:		Transportation Fund- Preservation
Additional Funds:	\$	none
Funding Source:		N/A
Encumbered:	\$	N/A
Funds Remaining:	\$	N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Staff recommends action as described above.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance
Agreement



UNIT PRICES

Project Number 225-0000-495-7300A

Project Towne Center and Mullen Road Overlay

- NOTES: 1. IN THE EVENT OF DISCREPANCY, UNIT PRICE SHALL GOVERN.
 2. THE CITY RESERVES THE RIGHT TO AWARD OR OMIT ALL OR ANY BID ALTERNATE TO THE CONTRACTOR.

Item No.	Unit	Quantity	Item Description:	Unit	Extension
Towne Center and Mullen Road Overlay					
Item No.	Unit	Quantity	Item Description:		
1	SY	11,077	2" Overlay including 2" Edge Mill (8' of 2" to 0")	\$9.00	\$99,693.00
2	SY	185	Pavement Repair (8" APWA Type I)	\$82.50	\$15,262.50
3	LS	1	Traffic Control	\$5,010.00	\$5,010.00
4	LS	1	Pavement Markings	\$10,460.00	\$10,460.00
5	LS	1	Two-Year Maintenance Bond	\$2,217.28	\$2,217.28
			Total Unit Prices:		TOTAL \$ \$132,642.78

Summary of Payment: Line items 1 and 2 are to be paid according to City Supplemental Section 2200 - Paving, attached as an appendix to the contract. Line Item 1 includes tack coat, testing and milling. Line Item 3 – Traffic Control shall include all necessary lane closures on Missouri State Highway 58, all necessary entrance closures to adjacent businesses, and all flagmen necessary to detour traffic. Mullen Road shall remain open for public access throughout the Services while Towne Center may be closed to thru traffic. Proper notification to all affected businesses on both Mullen Road and Towne Center shall be provided two days prior to beginning Services. Line Item 4 - Pavement Markings shall be approved by City prior to installation and shall match existing markings on both roads, shall be thermoplastic material, and shall include all stop bars, turn arrows and all yellow and white linear striping.



**PUBLIC WORKS
CITY OF BELTON**

PUBLIC WORKS DEPARTMENT
506 Main Street
Belton, MO 64012
(816) 322-1885
FAX (816) 322-5031

CITY OF BELTON

SERVICE AGREEMENT

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter city ("CITY"), and Seal-O-Matic Paving Company, a Missouri Company, authorized to conduct business in Missouri and located at 2601 NW Tullison Rd, Kansas City, Missouri ("CONTRACTOR"; CITY and CONTRACTOR each a "Party", and collectively the "Parties").

WHEREAS, CITY requires professional services to provide a 2" asphalt overlay to Towne Center Drive and Mullen Road measuring approximately 11,077 square yards to include edge milling, milling of headers, tack coats, testing and approved traffic control as further described herein (the "Services");

WHEREAS, CONTRACTOR is prepared to provide said Services;
NOW THEREFORE, CITY and CONTRACTOR in consideration of the mutual covenants contained in this Agreement, agree as follows:

ARTICLE 1 – EFFECTIVE DATE

The effective date of this Agreement shall be March 18, 2015("Effective Date").

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall complete a 2" overlay to Towne Center Drive and Mullen Road from 58 Highway to new sections of roadway with estimated quantity of 11,077 square yards. Work shall include all edge milling, the milling of all headers, tack coats, testing and approved traffic control plan. Work shall also include an estimated quantity of 185 square yards of 8" base repair. All work shall be completed in accordance with the City of Belton Design and Construction Manual. CONTRACTOR shall furnish and pay for the Work, all materials, labor of all laborers, Subcontractors, teamsters, truck drivers, teams and wagons employed, and owners of equipment used on the Work. CONTRACTOR represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner as described herein. CONTRACTOR, as opposed to sub-contractors of CONTRACTOR, must perform at least eighty percent (80%) of the Services described herein, throughout the term of this Agreement. **See attached Exhibit A – Scope of Services and Price Proposal.**

Payment for accepted work shall be paid at the contract unit bid prices per Exhibit A – Scope of Services and Price Proposal and consistent with City of Belton Supplemental Section 2200 –

Paving of the City's Design and Construction Manual. Line Item 1 includes tack coat, testing and milling. Line Item 3 – Traffic Control shall include all necessary lane closures on Missouri State Highway 58, all necessary entrance closures to adjacent businesses, and all flagmen necessary to detour traffic. Mullen Road shall remain open for public access throughout the Services while Towne Center may be closed to thru traffic. Proper notification to all affected businesses on both Mullen Road and Towne Center shall be provided two days prior to beginning Services. Line Item 4 - Pavement Markings shall be approved by City prior to installation and shall match existing markings on both roads, shall be thermoplastic material, and shall include all stop bars, turn arrows and all yellow and white linear striping.

CONTRACTOR shall be responsible for assuring that all work is performed within the parameters outlined in the CITY Code of Ordinance's and City of Belton Design and Construction Manual.

ARTICLE 3 – PERIOD OF SERVICE

This contract shall be in effect for a one (1) month period from the Effective Date. See Article 31 for details on schedule requirements of the scope of work under this contract per the attached Exhibit A – Scope of Services and Price Proposal.

ARTICLE 4 – COMPENSATION

See Article 30 – Pricing for more information on pricing and compensation.

Payment for accepted work shall be paid at the contract unit bid price per Exhibit A – Scope of Services and Price Proposal and consistent with City of Belton Supplemental Section 2200 – Paving of the City's Design and Construction Manual. Line Item 1 includes tack coat, testing and milling. Line Item 3 – Traffic Control shall include all necessary lane closures on Missouri State Highway 58, all necessary entrance closures to adjacent businesses, and all flagmen necessary to detour traffic. Mullen Road shall remain open for public access throughout the Services while Towne Center may be closed to thru traffic. Proper notification to all affected businesses on both Mullen Road and Towne Center shall be provided two days prior to beginning Services. Line Item 4 - Pavement Markings shall be approved by City prior to installation and shall match existing markings on both roads, shall be thermoplastic material, and shall include all stop bars, turn arrows and all yellow and white linear striping.

It is expressly understood that in no event will compensation be paid to the CONTRACTOR under the terms of this contract for the services set forth in Article 2, and for reimbursement of authorized expenses, unless and until costs for a specific task are provided by the CONTRACTOR and approved by the City. If additional services are requested by the City, the CONTRACTOR will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the CONTRACTOR for such approved additional services shall not exceed the approved amount.

Invoices shall be submitted by the CONTRACTOR to the CITY for payment covering services performed. The CITY's payment terms are net thirty (30) days from the CITY's receipt of a complete invoice with supporting materials. Inadequate documentation to support the charges shall be remedied by CONTRACTOR within ten (10) days, and CITY shall make payment within thirty (30) days from its receipt of remedial documentation. CITY in its sole discretion shall determine adequacy of documentation for payment of any invoice. No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

The CITY is exempt from the State of Missouri sales and use taxes on purchases made directly for the CITY. CONTRACTOR shall not include any sales or use taxes on transactions between the CONTRACTOR and CITY.

CONTRACTOR shall provide proof of compliance with the CITY'S tax ordinances as a condition precedent to the CITY making any payments under this Agreement. If CONTRACTOR performs work on an Agreement that is for a term longer than one year, the CONTRACTOR shall submit evidence of such compliance on each anniversary of the Effective Date and prior to the first payment under this Agreement following each such anniversary as a condition precedent to the CITY making any payments under the Agreement.

ARTICLE 5 – BOND

CONTRACTOR shall furnish a Maintenance Bond, in an amount at least equal to the task price, as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by sub-contractor or otherwise, all as required by R.S.Mo. § 107.170. This Bond shall remain in effect at least until two (2) years after the date when final payment becomes due.

ARTICLE 6 – PERMITS AND LICENSES

The CONTRACTOR, and any sub-contractor hired by the CONTRACTOR, shall procure a CITY Occupation License, which license(s) shall be in effect at all times during the term of this Agreement. CONTRACTOR will abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this Agreement are performed and shall contractually require the same of all its sub-contractors performing work under this Agreement. The CONTRACTOR, and any sub-contractor hired by the CONTRACTOR, must furnish and maintain certification of authority to conduct business in the State of Missouri at all times during the term of this Agreement.

ARTICLE 7 – CHANGES, DELETIONS OR ADDITIONS TO AGREEMENT

Except as otherwise provided herein, either Party may request, subject to approval of the other Party, changes within the general scope of this Agreement. If a requested change, approved by each Party, causes an increase or decrease in the compensation or Period of Services stated in this Agreement, CITY and CONTRACTOR will agree to an equitable adjustment of the compensation, Period of Services or both and will reflect such adjustment in a change order. All change orders shall be in writing, approved by CITY'S representative, and executed by the CITY prior to the CONTRACTOR performing any work pursuant to the change order.

ARTICLE 8 – LIABILITY AND INDEMNIFICATION

CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with this Agreement, caused in whole or in part by CONTRACTOR, its employees, agents, or sub-contractors, or caused by others for whom CONTRACTOR is liable, regardless of whether or not caused in part by any act or omission of CITY, its agencies, officials, officers, or employees.

ARTICLE 9 – INSURANCE

A. CONTRACTOR shall procure and maintain in effect throughout the duration of this Agreement insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this

Agreement, CONTRACTOR shall supply such insurance, if available, at CITY'S cost. Policies containing a Self-Insured Retention are unacceptable to CITY.

1. Workers' Compensation and Employers' Liability Insurance. This insurance shall protect CONTRACTOR against all claims under applicable state workers' compensation laws, including coverage as necessary for the benefits provided under the United States Longshoremen's and Harbor Workers' Act and the Jones Act. CONTRACTOR shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of workers' compensation laws. This policy shall include an "all states" or "other states" endorsement. The liability limits shall be not less than:

Workers' Compensation: Statutory

Employers' liability: 2,000,000 each occurrence

2. Commercial Automobile Liability Insurance. This insurance shall be occurrence type written in comprehensive form and shall protect CONTRACTOR, and OWNER, DESIGN PROFESSIONAL and Consultants as additional insureds, against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, either on or off the Project Site, whether they are owned, non-owned, or hired.

The liability limits shall be not less than: \$2,000,000

3. Commercial General Liability Insurance. This insurance shall be occurrence type written in comprehensive form acceptable to OWNER. This insurance shall protect CONTRACTOR, and OWNER, DESIGN PROFESSIONAL and Consultants as additional insureds, against claims arising from injuries, sickness, disease, or death of any person or damage to property arising out of performance of the Work. The policy shall also include coverage for personal injury liability; contractual liability; completed operations and products liability; and for blasting, explosion, and collapse of buildings; and damage to underground property. The liability limits for bodily injury and property damage shall be not less than:

\$2,000,000 combined single limit for each occurrence

\$2,000,000 general aggregate.

4. CONTRACTOR shall obtain evidence that all Subcontractors have in force general, automobile, and employer's and workers' compensation liability insurance in the amounts required by these Contract Documents, and evidence that each is current on its unemployment insurance payments before Subcontractors begin Work at the Site. CONTRACTOR shall retain such evidence in its files and make available to OWNER within ten (10) days after written request.

5. The insurer's costs of providing the insureds a defense and appeal as additional insureds, including attorney's fees, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's separate responsibility.

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to CITY, ten (10) days in the event of nonpayment of premium. The Workers' Compensation and Employers' Liability, Commercial General Liability, and Automobile Liability specified above shall provide that CITY and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. **CONTRACTOR SHALL PROVIDE TO CITY PRIOR TO THE EXECUTION OF THIS AGREEMENT A CERTIFICATE OF INSURANCE SHOWING**

ALL REQUIRED COVERAGES, ENDORSEMENTS, ADDITIONAL INSURED, AND COMPLIANCE WITH THE TERMS OF THIS ARTICLE 9. The certificate shall be on a form acceptable to CITY.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

D. Regardless of any approval by CITY, it is the responsibility of CONTRACTOR to maintain the required insurance coverage in force at all times; CONTRACTOR'S failure to do so will not relieve CONTRACTOR of any contractual obligation or responsibility. In the event of CONTRACTOR'S failure to maintain the required insurance in effect, CITY may order CONTRACTOR to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

E. Should the CONTRACTOR hire a sub-contractor for performance of services hereunder, said sub-contractor shall maintain at least the same minimum insurance amounts and terms listed above.

ARTICLE 10 – EXCESSIVE UNEMPLOYMENT

Pursuant to R.S.Mo. §§ 290.550 to 290.580 ("Excessive Unemployment Act"), only Missouri laborers and laborers from nonrestrictive states are allowed to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. Where applicable in its provision of services under this Agreement, CONTRACTOR and its sub-contractors shall comply with the Excessive Unemployment Act.

ARTICLE 11 – EXCUSABLE DELAYS IN PERFORMANCE

Notwithstanding any provisions of this Agreement to the contrary, performance by CONTRACTOR shall not be deemed to be in default where delays in its performance hereunder is due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, unusually severe weather, inability to obtain or secure necessary labor, materials, or tools, delays of any CONTRACTOR, sub-contractor, material man or supplier, acts or failure to act of the CITY or of any other governmental agency or entity, or any other causes beyond the control or without the fault of CONTRACTOR. With the approval of the CITY, the time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes. All extensions hereunder shall be effective only if approved by the CITY in writing, which approval shall not be arbitrarily or unreasonably withheld, it being understood that CONTRACTOR is entitled to such extensions upon presentation of documentation of the periods of such delays.

ARTICLE 12 – TERMINATION

CITY may terminate or suspend performance of this Agreement for CITY'S convenience upon thirty (30) days' written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services on a schedule acceptable to CITY, as set forth in such written notice. If termination or suspension is for CITY'S convenience, CITY shall pay CONTRACTOR for all services performed through the date of the termination or suspension. In the event of a suspension of services pursuant to the CITY's notice, upon the restart of CONTRACTOR services by notice of the CITY, an equitable adjustment shall be made to CONTRACTOR'S compensation.

This Agreement may be terminated by either Party upon written notice in the event of substantial failure by the other Party to perform in accordance with the terms of this Agreement. The non-performing Party shall have ten (10) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other Party. In the event the non-performing Party fails to cure its failure to perform, the other Party may terminate this Agreement, withhold payment or invoke any other legal or equitable remedy. In the event that funding for the Agreement is discontinued, CITY shall have the right to terminate this Agreement immediately upon written notice to CONTRACTOR, and CONTRACTOR shall have no claim against the CITY, for damages or otherwise, based upon such termination.

ARTICLE 13- SEVERABILITY

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provision of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 14 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of CITY's and CONTRACTOR'S respective permitted successors and assigns

ARTICLE 15 – ASSIGNMENT

CONTRACTOR shall not assign any rights or duties under this Agreement without the prior written consent of the CITY, which consent shall be in the sole discretion of the CITY. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. If CONTRACTOR assigns or transfers any part of CONTRACTOR'S obligations under this Agreement without the prior written approval of CITY, such assignment or transfer shall constitute a material breach of this Agreement; provided, however, the Parties acknowledge that CONTRACTOR may subcontract up to forty percent (40%) of the CONTRACTOR services described herein.

ARTICLE 16 – NO THIRD PARTY RIGHTS

This Agreement is made and entered into for the sole protection and benefit of CITY and CONTRACTOR and their permitted successors and assigns. No other person or entity shall have or acquire any right or action based upon any provisions of this Agreement.

ARTICLE 17 – INDEPENDENT CONTRACTORS

Each Party and each sub-contractor of CONTRACTOR shall perform its activities and duties hereunder only as an independent contractor. The Parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

ARTICLE 18 – MODIFICATIONS/AMENDMENTS

CITY may at any time, by written modification or amendment and notice to CONTRACTOR, without notice to any surety, make changes or additions to the CONTRACTOR services to be

provided hereunder, provided that the changes or additions are within the general scope of this Agreement. If any such change causes an increase or decrease in the compensation or period of service of this Agreement, the CONTRACTOR shall notify the appropriate CITY division Superintendent in writing immediately and an equitable adjustment will be made in the compensation or Period of Service or both, by written modification of this Agreement. Any claim by the CONTRACTOR for such adjustment must be asserted within thirty (30) days by the Parties after the CONTRACTOR'S receipt of notice of the modification or amendment. Nothing herein contained shall excuse the CONTRACTOR from proceeding with the Agreement as modified or amended.

ARTICLE 19 – EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex or national origin.

CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR commitment under this Article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

In the event of CONTRACTOR'S noncompliance with the non-discrimination clauses of this Agreement or with any of said rules, regulations, or orders, this Agreement, at the election of and in the sole discretion of the CITY, may be canceled, terminated or suspended in whole or in part, and CONTRACTOR may be declared ineligible for any further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

ARTICLE 20 – COMPLIANCE WITH LAWS

This Agreement shall be governed by the laws of the State of Missouri, notwithstanding the operation of any conflict or choice of law statutes or decisional law to the contrary. The CONTRACTOR shall also comply with all federal and local laws, ordinances and regulations applicable to the services described herein and shall procure all licenses and permits necessary for the fulfillment of obligations under this Agreement. For any dispute that may arise out of this Agreement, the Parties agree that the proper jurisdiction and venue shall be the Circuit Court of Cass County, Missouri.

ARTICLE 21 – COMMUNICATIONS AND NOTICES

Any communication or notices required by this Agreement shall be made in writing by U.S. mail to one of the contacts specified below:

CONTRACTOR: Seal-O-Matic Paving Company, 2601 NW Tullison Rd, Kansas City, Missouri

CITY: David Frazier, Transportation Superintendent, 506 Main Street, Belton, MO 64012
OR Zach Matteo, P.E., City Engineer, 506 Main Street, Belton, MO 64012

Each Party shall have the right to specify that notice be addressed to any other address by giving to the other Party ten (10) days' written notice thereof. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing.

ARTICLE 22 – SEPARATE AGREEMENTS

CITY and CONTRACTOR each reserve the right to, from time to time, enter into other agreements for specific projects that are not contemplated under this Agreement. Provided that such agreements are separately approved in writing by the Parties, the terms and conditions of those agreements or contracts shall govern the implementation of the specific projects set forth therein.

ARTICLE 23 – SURVIVAL OF TERMS

The following Articles shall survive the expiration or termination of this Agreement for any reason: Compensation (if any payment obligations exist); Bond; Permits and Licenses; Liability and Indemnification; Insurance; Severability; Assignment; Independent Contractors; Compliance with Laws; Survival of Terms; CITY's Legislative Powers; Entire Agreement; Waiver.

ARTICLE 24 – CITY'S LEGISLATIVE POWERS

Notwithstanding any other provisions in this Agreement, nothing herein shall be deemed to usurp the governmental authority or police powers of CITY or to limit the legislative discretion of the City Council, and no action by the City Council in exercising its legislative authority shall be a default under this Agreement.

ARTICLE 25 – WAIVER

Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

ARTICLE 26 – HEADINGS; CONSTRUCTION OF AGREEMENT

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

ARTICLE 27 – FEDERAL WORK AUTHORIZATION PROGRAM

In all contracts over \$5,000, when CONTRACTOR delivers the required copies of executed Agreements to CITY, CONTRACTOR shall also deliver to CITY an Affidavit of Enrollment in Federal Work Authorization Program stating CONTRACTOR is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and CONTRACTOR does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

CONTRACTOR shall comply with all requirements of RSMo § 292.675 and any Department of Labor and Industrial Relations rules or regulations promulgated thereunder, including but not

limited to, CONTRACTOR shall require all on-site employees to complete a 10 hour Occupational Safety and Health Administration (OSHA) construction safety program for all on-site employees of CONTRACTOR and its sub-contractors which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program, or such employees must hold documentation of prior completion of the program. All on-site employees are required to complete the program within 60 days of beginning work on the PROJECT. CONTRACTOR shall forfeit as a penalty to CITY two thousand five hundred dollars plus one hundred dollars for each employee employed by the CONTRACTOR or sub-contractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until 20 days after employees are required to complete the construction safety program. CITY shall withhold and retain all sums and amounts due and owing as a result of any violation of this provision when making payments to the CONTRACTOR.

ARTICLE 28 – CONFLICT OF INTEREST

CONTRACTOR certifies that no officer or employee of CITY has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of CITY, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of CONTRACTOR in this Agreement.

ARTICLE 29 – BUY AMERICAN PREFERENCE

Pursuant to the Missouri Domestic Product Procurement (Buy American) Act, RSMo. § 34.350 to 34.359, any manufactured goods or commodities used or supplied either in the performance of this Agreement or of any subcontract thereto shall be manufactured, assembled or produced in the United States unless one of the exceptions contained in that Act applies. The CONTRACTOR shall comply with such requirements and shall provide proof of compliance with this provision both at the time of bid and before any payment is made on the Agreement. Pursuant to RSMo. § 71.140, preference shall be given to materials, products, supplies, provisions and all other articles produced, manufactured, compounded, made, or grown in the State of Missouri. The CONTRACTOR shall comply with such requirements and shall provide proof of compliance with this provision at the time of bid and before any payment is made on the Contract.

ARTICLE 30 – PRICING

See attached Exhibit A – Scope of Services and Price Proposal for pricing information.

CONTRACTOR shall complete a 2" overlay to Towne Center Drive and Mullen Road from 58 Highway to new sections with estimated quantity of 11,077 square yards. Work shall include all edge milling, the milling of all headers, tack coats, testing and approved traffic control plan. Work shall also include an estimated quantity of 185 square yards of 8" base repair. All work shall be completed in accordance with the City of Belton Design and Construction Manual.

CONTRACTOR shall furnish and pay for the Work, all materials, labor of all laborers, Subcontractors, teamsters, truck drivers, teams and wagons employed, and owners of equipment used on the Work.

ARTICLE 31 – PROJECT SCHEDULE AND RESPONSE TIME

The CITY will provide a Notice to Proceed on or around March 18, 2015 to the CONTRACTOR. The CONTRACTOR is allowed 30 days (or approximately April 17, 2015) from the date of the Notice to Proceed to complete all work and reach Final Completion.

ARTICLE 32 –PREVAILING WAGES

CONTRACTOR shall comply with the terms of the Prevailing Wage Act, R.S.Mo. § 290.230, where applicable in the provision of Services under this Agreement.

[Remainder of Page Intentionally Left Blank. Signature Page Immediately Follows]

**CITY OF BELTON SERVICE AGREEMENT
TOWNE CENTER AND MULLEN ROAD OVERLAY**

Signature Page

**SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND
SEAL-O-MATIC PAVING COMPANY.**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates written below.

CITY

The City of Belton
A Constitutional Charter City

By: _____

Name and Title: Jeff Davis, Mayor

Date: _____

CONTRACTOR

By: _____

Title: _____

Date: _____

Approved as to form:

City Attorney (Date)

BILL NO. 2015-19

ORDINANCE NO. 2015-_____

AN ORDINANCE ELECTING A CHANGE TO BENEFIT PROGRAM L-6 FOR CITY EMPLOYEES UNDER THE MISSOURI LOCAL GOVERNMENT EMPLOYEES RETIREMENT SYSTEM.

Whereas, the City of Belton is an employer under the Missouri Local Government Employees Retirement system; and

Whereas, the Council of the City of Belton has complied with the notice and filing requirements of Section 105.675 RSMo; and

Whereas, the fiscal officer of the City of Belton is authorized to deduct from the wages or salaries of each employee member, the employee contribution, if any, required by Section 70.705, RSMo, and to promptly remit such contributions to LAGERS, along with the employer contributions required by Sections 70.705, 70.730, and 70.735 RSMo.

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

Section 1. That the following changes to the various options available for covered city employees are hereby approved.

(A.) To adopt a change in the Benefit Program of covered employees, changing to Benefit Program L-6 in accordance with 70.655 RSMo.

Section 2. That the City Clerk shall certify this election to the Missouri Local Government Employees Retirement System within ten (10) days of the effective date of this ordinance. Such election shall be effective on the first day of April, 2015 provided the required notice has been provided to LAGERS.

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

Duly read two (2) times and passed this _____ day of _____, 2015.

Mayor Jeff Davis

Approved this _____ day of _____, 2015.

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 that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2015, and thereafter adopted as Ordinance No. 2015-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2015, 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

AN ORDINANCE AUTHORIZING THE CITY OF BELTON, MISSOURI TO ENTER INTO AN EQUIPMENT LEASE PURCHASE AGREEMENT AND CERTAIN OTHER DOCUMENTS IN CONNECTION WITH THE ACQUISITION OF EQUIPMENT AND THE REFINANCING OF IMPROVEMENTS TO THE MUNICIPAL GOLF COURSE; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH SAID FINANCING.

WHEREAS, the City of Belton, Missouri (the “City”) has previously issued its Certificates of Participation (Golf Course Improvements), Series 2005 (the “Series 2005 Certificates”) to finance improvements to the municipal golf course including a clubhouse and driving range; and

WHEREAS, in order to provide funds for (1) the acquisition of certain equipment (the “Equipment”), for use by the City and (2) the refinancing of the golf course improvements through the refunding of the outstanding Series 2005 Certificates, it is necessary and desirable for the City to enter into an Equipment Lease Purchase Agreement (the “Lease”) with Clayton Holdings, LLC, a Missouri limited liability corporation (together with its successors and assigns, the “Lessor”), pursuant to which the City will lease the Equipment from the Lessor with an option to purchase and borrow funds for the purposes described above;

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

Section 1. Approval of Documents. The City is hereby authorized to enter into the Lease and the Escrow Agreement among the City, the Lessor and Commerce Bank, as escrow agent (the “Escrow Agent”), in substantially the forms on file in the records of the City, with such changes therein as shall be approved by the officials of the City executing such documents, such officials’ signatures thereon being conclusive evidence of their approval thereof;

Section 2. Execution of Documents. The Mayor, City Manager, Assistant City Manager, Finance Director, City Clerk and other appropriate officers of the City are hereby authorized and directed to execute, attest, acknowledge, deliver and record, as appropriate, for and on behalf of and as the act and deed of the City, the Lease, the Escrow Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance. The Mayor, City Manager, Assistant City Manager, Finance Director, City Clerk are each hereby designated to act as authorized representatives of the City for purposes of the Lease and the Escrow Agreement until such time as the governing body of the City shall designate any other or different authorized representative for purposes of the Lease or the Escrow Agreement.

Section 3. Refunding. The City hereby approves the prepayment of the Series 2005 Certificates on May 4, 2015.

Section 4. Further Authority. The officers, agents and employees of the City, including the Mayor, City Manager, Assistant City Manager, Finance Director, City Clerk shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may

deem necessary or advisable in order to carry out and perform the purposes of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the Lease and the Escrow Agreement, to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 5. Reimbursement of Expenditures. The City Council hereby finds it necessary and declares its intent to finance the costs of the Equipment through delivery of the Lease. The City has made, or expects to make, expenditures in connection with the Equipment, and the City may reimburse itself for such expenditures with the proceeds of the Lease by, or on behalf of, the City. The maximum principal amount of the tax exempt financing expected to be issued for the Equipment acquisition is \$1,532,000.

Section 6. Effective Date. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

[remainder of page intentionally left blank]

Duly read two (2) times and passed this ____ day of _____, 2015.

Mayor Jeff Davis

Approved this ____ day of _____, 2015.

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 that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2015, and thereafter adopted as Ordinance No. 2015-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2015, 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

R2015-13

A RESOLUTION APPROVING A SERVICES AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI, AND CBIZ BENEFITS AND INSURANCES SERVICES, INC.

Whereas, the Affordable Care Act (ACA) has created reporting and tax requirements on large employers with 50+ full-time employees; and

Whereas, CBIZ Benefits and Insurance Services has developed a software program for its clients to help minimize the compliance risk associated with the Affordable Care Act; and

Whereas, it is the City of Belton's desire to enter into the services agreement with CBIZ Benefits and Insurances Services for CBIZ ACA CheckPoint software attached, hereto as Exhibit A ("the Services Agreement"), at an annual cost of \$1045.00 and an initial one time set up fee of \$1500.00.

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

Section 1. That services agreement between the City of Belton and CBIZ Benefits and Insurances Services is hereby approved and the Mayor is authorized and directed to execute the Agreement on behalf of the City.

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

Duly read and passed this ____ day of ____, 2015.

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 ___ day of _____, 2015, and adopted at a regular meeting of the City Council held the ___ day of _____, 2015 by the following vote, to wit:

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

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



SERVICES AGREEMENT

This Agreement made by and between City of Belton, Missouri ("Employer") who sponsors a group employee benefits plan ("Plan") and CBIZ Benefits & Insurance Services, Inc. ("CBIZ"), who will provide for Employer one or more of the services more fully described herein and as indicated below.

WHEREAS, in accordance with the terms set forth below, CBIZ will perform the services described herein in accordance with the provisions of the Internal Revenue Code, as amended ("IRC") and the Public Health Services Act, as amended ("PHS"), without assuming any responsibility as a plan administrator or plan sponsor under the Plan, and without assuming any responsibility for continuation or extension of coverage laws unless specifically agreed to elsewhere in this Agreement.

CBIZ will perform the following services effective March 2015:

CBIZ ACA CheckPoint Services (Addendum A)

The Terms of Agreement and all applicable Addendums are attached hereto. Employer and CBIZ have read the Terms of Agreement and all attached Addendums and agree to be bound by their terms.

Employer

CBIZ Benefits & Insurance Services, Inc.

City of Belton, Missouri

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

TERMS OF AGREEMENT

1. Services Provided by CBIZ. CBIZ will perform one or more of the services selected by Employer and pursuant to the services outlined on Addendum A, attached hereto and made a part hereof. The specific services to be performed for Employer shall be determined by CBIZ and Employer and may be modified from time to time as agreed upon between the parties.
2. Relationship of the Parties. It is understood and agreed that this Agreement does not create any employer/employee, partner or joint venturer relationship between the parties. The parties agree that the relationship between CBIZ and Employer shall be that of independent contractors. As an independent contractor, CBIZ shall have the right to determine the means and methods to be used in accomplishing and providing the services to be rendered hereunder, including but not limited to outsourcing one or more services contemplated herein. Each party shall be responsible for all expenses involved in the execution of any services to be performed by them hereunder and shall also be responsible for all federal, state and local taxes that may be required to be paid by either party. The parties shall not have any express or implied rights or authority to assume or create any obligation or responsibility on behalf of or in the name of the other, except as may otherwise be set forth in this Agreement.
3. Requests of Information. Employer acknowledges the importance of providing complete and accurate information to CBIZ prior to the effective date of any and all services provided hereunder. CBIZ, from time to time, will request certain information from Employer, which is necessary to enable CBIZ to adequately perform its duties hereunder. Employer shall, within fifteen (15) days of the mailing or hand delivery of such request, furnish CBIZ with all information requested. CBIZ, its officers, employees and agents shall not be liable for any damages, taxes, interest, penalties, or fines incurred by Employer if all the requested information is not furnished within the time period set forth in this paragraph.
4. Reliance on Employer Provided Information. All information supplied to CBIZ by Employer shall be provided in writing or in such electronic media as is acceptable to the parties and such information shall be true and correct to the best of Employer's belief and knowledge. CBIZ may rely on any such information furnished by authorized individual(s) of Employer and shall have no responsibility to inquire into its correctness or accuracy. CBIZ shall incur no liability for reliance on such information in the performance of its services. If the information supplied proves to be incorrect, Employer will, if applicable, pay CBIZ based upon then current hourly rates for the costs of all work to correct such information. Employer shall use reasonable efforts to retain duplicate copies of information or material sent to CBIZ and for taking other precautions as it deems necessary in case such information or materials are lost or destroyed, regardless of cause, or in case information reprocessing is needed for any reason.
5. Plan Administration and Fiduciary Responsibilities. Employer is the Plan's fiduciary, whether named or otherwise, and plan administrator, not CBIZ. Nothing contained in this Agreement shall be deemed to make CBIZ a fiduciary to the Plan. Employer is solely responsible for all administrative duties incident to the maintenance of the aforementioned Plan, including general compliance with the IRC, PHS, Consolidated Omnibus Budget Reconciliation Act of 1985, P.L. 99-272 ("COBRA") or any other federal, state or local laws or regulations that may have bearing on this Plan.

CBIZ, its officers, employees and agents are not Plan fiduciaries and shall not perform any functions which might, in the opinion of CBIZ, result in the classification of CBIZ, or any of its officers, employees or agents as a "fiduciary". Employer acknowledges that CBIZ has no discretionary authority, control or responsibility over the Plan or over the administration of Plan assets. CBIZ will execute requested transactions involving the Plan only after receiving the appropriate authority from Employer, named representative(s) or other properly identified fiduciary (ies).

CBIZ, its officers, employees and agents will not furnish any legal, tax, or accounting advice for which its officers, employees or agents are not licensed to furnish, but will direct such questions either directly to, or through Employer. Employer bears responsibility to direct such questions to its legal counsel and accountant.

From time to time in the course of providing the services hereunder, CBIZ has and will continue to provide Employer with independent industry data and information for Employer and its management to materially utilize in making decisions related to Employer's group health insurance and related coverages. Employer will be responsible for management decisions and functions, and for designating an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management, to oversee any services CBIZ may provide. Employer is

responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services.

6. Limitation of Liability. CBIZ's services under this Agreement shall be limited to the services outlined on the Addendums attached hereto. Neither CBIZ, nor its officers, employees and agents shall have any liability whatsoever for the payment of any damages, interest, taxes, fines or penalties which arise out of or are in connection with any acts or omissions of a Plan trustee, sponsor, fiduciary, administrator or party-in-interest to the Plan.

CBIZ's liability regarding processing and recordkeeping errors shall be limited only to substantiated and proven direct damages and the correction of such errors that are reported to CBIZ within thirty (30) days of receipt of said erroneous reports, records or information by Employer. CBIZ shall not be liable for losses incurred by the Plan or a Plan participant for indirect, special or consequential damages arising out of any breach of this Agreement.

7. Prior Acts or Omissions. CBIZ shall not be liable for any acts or omissions with respect to the services provided hereunder, which were committed before the date of this Agreement by another third party provider. CBIZ shall also not be liable for any acts or omissions with respect to the services provided hereunder for the Plan which occur after this Agreement's termination, except for acts or omissions in connection with the transfer of records upon termination of this Agreement as provided in Section 14 of this Agreement.
8. Indemnification. Subject to the limitations stated in Section 6 above and notwithstanding any other provision to the contrary, each party to this Agreement (the "Indemnifying Party") agrees to indemnify and hold harmless the other party (the "Indemnified Party") and its officers, directors, employees, agents and affiliates from and against any and all loss, liabilities, demands, claims, actions and expenses (including, without limitation, any attorneys' fees and taxes) arising out of, or in connection with, any breach of the Indemnifying Party's responsibilities under this Agreement which are found to constitute gross negligence or willful misconduct. The provisions of this Section shall survive termination of this Agreement for a period not to exceed three (3) years from the date of termination of this Agreement, and shall be binding on the parties' successors and assigns.
9. Fees. The fees for CBIZ's services performed hereunder shall be outlined on Addendum B, attached hereto and made a part hereof.
10. Confidentiality. Each party agrees not to disclose or use during or subsequent to termination of this Agreement, any confidential information relating to the other party's business unless such use is required in the performance of this Agreement. The parties agree and understand that confidential information is any information that is treated as confidential by either party and/or has not been made generally available to the public. Such information shall include, but not be limited to, employee information, client and customer lists, data, records, computer programs, manuals, reports, processes and methods that each party may have become privileged to during the course of this Agreement. The parties acknowledge that Employer may disclose confidential and important Protected Health Information ("PHI") to CBIZ as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Execution of this Agreement indicates each party's acceptance to the terms of Addendum C, Business Associate Agreement, attached hereto and made a part hereof. All records and other materials related in any way to each party's business shall be and remain the respective party's property during and after the termination of this Agreement. Upon termination of the Agreement, each party shall promptly return to the other party all copies of materials involving confidential information in the other party's possession or control. The parties further agree and acknowledge that they will disclose the confidential information only to those directors, officers or employees that have an absolute need to know for the purposes of the Agreement. A copy of CBIZ's privacy practices regarding Employer's nonpublic personal information is available upon request. The provisions of this Section 10 shall survive the termination of this Agreement.
11. Authorization to Disclose Employer Information. Employer authorizes CBIZ to share Employer information with other CBIZ affiliated companies for the limited purpose of providing other services for Employer by a CBIZ affiliated company. Employer further authorizes CBIZ to provide Employer information to approved third party vendors who are providing services for Employer; however CBIZ will not disseminate any information to any third party unrelated to CBIZ without Employer's written authorization. Employer agrees to indemnify and hold harmless CBIZ, its officers, directors, employees and agents against any loss, liabilities, demands, claims, actions and expenses arising out of or in connection with CBIZ providing information to any third party as authorized by Employer and provided for in this Section.

18. Successor and Assigns. This Agreement and all Addendums shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. However, this Agreement shall not be assigned to any other party without the other party's written consent.
19. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Missouri, without regards to principles of conflicts of laws. Both parties to this Agreement hereby irrevocably submit to the jurisdiction of the courts of the state of Missouri (state or federal) over any dispute arising out of this Agreement and agree that all claims in respect of such dispute shall be determined in such court.
20. Entire Agreement. This Agreement and all attached Addendum(s) contain the entire understanding between the parties with respect to the subject matter herein and supersedes any prior or contemporaneous written or oral agreement between them related to the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement, which are not fully expressed herein.
21. Headings. The headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions. All pronouns used in this Agreement shall be deemed to refer to the masculine, feminine or neuter gender as the context requires.
22. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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ADDENDUM A
CBIZ ACA CHECKPOINT
SCOPE OF SERVICES

The CBIZ ACA CheckPoint Dashboard tool is a cloud management tool that provides continually updated ACA reporting and documentation in order to minimize the compliance risk associated with the Affordable Care Act's (ACA) Employer Shared Responsibility requirements. Using current employer-specific payroll information, the Dashboard aids in workforce management and ongoing decision making related to the aspects of the ACA that most impact Employer.

CBIZ ACA CheckPoint will have the following capabilities for CBIZ clients:

- A. Phase 1: Initial upload of historical data through data dump or Data Template, then ongoing uploads to the Dashboard by Employer on a per pay period basis.
 1. Employer selects length of Measurement, Administrative and Stability Periods on the Set-Up page
 - A. Uses the payroll data supplied to track employees through Measurement, Administrative and Stability Periods
 - B. Identifies Ongoing and New Variable Hour Employees in Measurement Periods
 - C. Provides detailed reporting either through printed reports or export to Excel
 - D. In the current Measurement Period, projects which employees are trending to calculated Full-Time and Non Full-Time state for the next Stability Period
 - E. Indicates which employees are calculated Full-Time in a current Stability Period
 - F. Gathers the information for the IRS reporting for Applicable Large Employers and will create the forms required for IRS filing of 1094 and 1095 forms based on the category of ALE (e.g., self-funded insurers are required to file different forms/formats from fully-insured plans).
 - G. Tracks Full-Time Equivalent Employees (FTEEs) in real time on a monthly basis
 - H. Based upon information provided by Employer, indicates the minimum salary requirement to meeting the Affordability standard for health plan coverage, using the safe harbor that indicates that the employee-only portion of the lowest cost plan option cannot be more than 9.56% of a Full-Time Employee's annual salary (as shown on Box 1 of the calendar year's W-2) and will add the Federal Poverty Level determination to the current functionality.
 - I. Indicates which employees may not be meeting the Affordability standard based upon salary information provided.
- B. Phase 2: Upload of employee health plan historical data via Data Template, such as type of coverage (Employee Only, Employee + Spouse, Employee + Children, Family), plan enrolled in (if more than one plan is offered to employees), waivers of coverage, listing of who is covered, SS#, date of birth, etc. and then ongoing data uploads to the Dashboard by Client.
 1. This information used to populate 1094, 1095 reporting requirements for employers
 2. Provide PDF version of applicable 1094/1095 Employee and IRS submission forms for Employer distribution to employees and IRS.

Disclaimer

1. Employer is solely responsible for the integrity of the data provided for the CBIZ ACA CheckPoint tool initial upload of historical data and subsequent data uploads on an ongoing basis. While CBIZ and its partner, SyncStream, will aid in the file set up and import to the Dashboard, the actual data provided must come from Employer directly. The tool will only be as good as the data provided.
2. While SyncStream will prepare the 1094 and 1095 required Employer and Employee forms (still in draft form at the present date), it will be Employer's responsibility to check for accuracy and to complete the filing of these forms with the IRS and distribution to employees.
3. This tool should not be construed as Legal, Financial, Tax or other professional advice. Employer should always consult with a legal and trusted advisor when making decisions regarding ACA compliance and reporting.
4. CBIZ and its partner, SyncStream are not liable for any taxes, penalties or related fees associated with Employer Shared Responsibility obligations.

ADDENDUM B

FEE FOR SERVICES

Employer agrees to pay CBIZ the following fees:

Total Number of Employees		One-Time Set Up Fee	Annual Base Fee	Total First Year Fees
0 – 249	<input type="checkbox"/>	\$ 500	\$ 675	\$1,175
250 – 1000	<input checked="" type="checkbox"/>	\$1,500	\$1,045	\$2,545
1001 +	<input type="checkbox"/>	\$3,000	\$1,545	\$4,545
Multiple Employer/Control Group	<input type="checkbox"/>	\$75 per EIN		

The fee for the first year is due upon execution of the Agreement. Thereafter, the fee for each Renewal Term will be due on or before anniversary of the effective date of the agreement each year. CBIZ reserves the right to modify fees outlined above by notifying Employer in writing at least thirty (30) days prior to the effective date of any such fee modification.

CBIZ has been and will continue to be committed to acting in our client’s best interest by providing services and products that meet our clients’ needs as communicated to CBIZ. From time to time, CBIZ may participate in agreements with one or more insurance companies or third party vendors, in connection with the insurance related transactions, to receive additional compensation or consideration. These compensation arrangements are provided to CBIZ as a result of the performance and expertise by which products and services are provided to the client and may result in enhancing CBIZ’s ability to access certain markets and services on behalf of CBIZ clients. More information regarding these agreements and the consideration received pursuant to these agreements is available upon written request.

ADDENDUM C



BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made by and between City of Belton, Missouri Health Plan ("Covered Entity") and CBIZ Benefits & Insurance Services, Inc. ("Business Associate").

RECITALS:

- A. Business Associate provides certain services to Covered Entity, and such business relationship may be governed by one or more separate agreements. Such agreement or agreements are collectively referred to herein as the "Agreement."
- B. To carry out its obligations under the Agreement, Business Associate may create or receive from or on behalf of Covered Entity Individually Identifiable Health Information, as such term is defined in 45 C.F.R. Parts 160 and 164, Subparts A and E (the "Privacy Rule").
- C. The Privacy Rule and 45 C.F.R. Parts 160 and 164, Subparts A and C (the "Security Rule") obligate Covered Entity to enter into a contract with Business Associate to ensure that Business Associate appropriately safeguards such information.
- D. Covered Entity and Business Associate desire to make this Agreement in order to enable Covered Entity to satisfy its obligations under the Privacy Rule and Security Rule.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. DEFINITIONS

- 1.1 "Breach" shall have the same meaning as the term "breach" in 42 U.S.C. § 17932 and 45 C.F.R. Part 164, Subpart D (the "Breach Notification Rule").
- 1.2 "Data Aggregation" shall have the same meaning as the term "data aggregation" in the Privacy Rule.
- 1.3 "Designated Record Set" shall have the same meaning as the term "designated record set" in the Privacy Rule.
- 1.4 "Discovery" shall have the same meaning as the term "discovery" in 45 C.F.R. § 164.410(a)(2).
- 1.5 "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in the Security Rule.
- 1.6 "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated pursuant thereto.
- 1.7 "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act and regulations promulgated pursuant thereto.
- 1.8 "Individual" shall have the same meaning as the term "individual" in the Privacy Rule and shall include a person who qualifies as a personal representative in accordance with the Privacy Rule.
- 1.9 "Protected Health Information" shall have the same meaning as the term "protected health information" in the Privacy Rule, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 1.10 "Required by Law" shall have the same meaning as the term "required by law" in the Privacy Rule.
- 1.11 "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("HHS").
- 1.12 "Security Incident" shall have the same meaning as the term "security incident" in the Security Rule.
- 1.13 "Transaction" shall have the same meaning as the term "transaction" in 45 C.F.R. Parts 160 and 162 (the "Transactions Rule").

1.14 "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in the Breach Notification Rule.

II.

OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1 Confidentiality. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.

2.2 Safeguards. Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule with respect to Electronic Protected Health Information, to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.

2.3 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.4 Reporting. Business Associate agrees to promptly report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware, including any Breach of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 and/or any potential Security Incident.

2.5 Agents and Subcontractors. Business Associate agrees to ensure, in accordance with 45 C.F.R. § 164.502(e)(1)(ii), that any agents, including without limitation subcontractors, that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate agree to restrictions, requirements and conditions substantially similar to those that apply to Business Associate with respect to such information.

2.6 Access and Amendment. Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity. In the event an Individual requests such access or amendment directly from Business Associate, Business Associate shall, in its sole discretion, either provide the requested access or make the requested amendment or promptly forward such request to Covered Entity. Any denials of requests by Individuals for access or amendment shall be the responsibility of Covered Entity.

2.7 Performing Obligations of Covered Entity. To the extent that Business Associate is to carry out any obligation of Covered Entity under the Privacy Rule, Business Associate agrees to comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.

2.8 Books and Records. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's and/or Business Associate's compliance with the Privacy Rule. If the Secretary requests such access, Business Associate shall promptly notify Covered Entity and shall consult and cooperate with Covered Entity concerning the proper response to such request. Notwithstanding the foregoing, nothing in this Section shall be deemed to require Business Associate to waive the attorney-client, accountant-client, or other legal privilege, and nothing in this Section shall impose upon Covered Entity any obligation to review Business Associate's practices, books or records.

2.9 Accounting. Business Associate agrees to document its disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. Business Associate agrees to provide to Covered Entity, in a time and manner reasonably designated by Covered Entity, information collected in accordance with this Section to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. In the event an Individual requests an accounting of disclosures of Protected Health Information directly from Business Associate, Business Associate shall promptly forward such request to Covered Entity. It shall be Covered Entity's responsibility to prepare and deliver, or cause to be prepared and delivered, any such accounting requested.

2.10 Uses and Disclosures Required By Law. Except to the extent prohibited by law, Business Associate shall immediately notify Covered Entity if it receives a request for disclosure of Protected Health Information which Business Associate believes is Required by Law. Business Associate shall provide Covered Entity with a copy of such request and shall consult and cooperate with Covered Entity concerning the proper response to such request.

2.11 Electronic Protected Health Information. With regard to Protected Health Information which is Electronic Protected Health Information (as defined in the Security Rule), Business Associate shall: (i) comply with the applicable requirements of the Security Rule, including implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of such information; (ii) in accordance with 45 C.F.R. § 164.308(b)(2), ensure that any subcontractors that create, receive, maintain or transmit Electronic Protected Health Information on behalf of Business Associate agree to comply with the applicable requirement of the Security Rule by entering into a contract or other arrangement that complies with 45 C.F.R. § 164.314; and (iii) report to Covered Entity any Security Incident of which Business Associate becomes aware, including any Breach of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410. Business Associate's obligations under this Section are in addition to its other obligations set forth in Section 2 of this Agreement.

2.12 Standard Transactions. To the extent that, under the Agreement, Business Associate conducts on behalf of Covered Entity all or part of a Transaction, Business Associate shall comply with, and shall cause any of its agents or subcontractors to comply with, the Transactions Rule.

2.13 HITECH Act. Business Associate and Covered Entity agree that to the extent not incorporated or referenced in this Agreement, other requirements under the HITECH Act (as well as any other requirements under HIPAA) that apply to business associates and that are required to be incorporated by reference in a business associate agreement are incorporated into this Agreement as if set forth in this Agreement in their entirety and are effective as of the applicable date for each such requirement on which HHS will require business associates to comply with such requirement. Business Associate shall comply with the obligations of a business associate as prescribed by HIPAA and the HITECH Act commencing on such applicable date of each such requirement.

III.
PERMITTED USES AND DISCLOSURES OF
PROTECTED HEALTH INFORMATION BY BUSINESS ASSOCIATE

3.1 Use or Disclosure to Provide Services Under the Agreement. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

3.2 Use or Disclosure for Business Associate's Management and Administration. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for its proper management and administration or to carry out its legal responsibilities. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for its proper management and administration, provided that such disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.3 Use or Disclosure to Provide Data Aggregation Services. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

3.4 De-Identification of Protected Health Information. Business Associate may de-identify any and all Protected Health Information provided that de-identification conforms to the requirements of the Privacy Rule. The parties acknowledge and agree such de-identified data is not subject to the terms of this Agreement.

3.5 Violations of Law. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1). To the extent permitted by law, Business Associate shall promptly notify Covered Entity in the event that Business Associate makes such a report.

3.6 Minimum Necessary Uses, Disclosures and Requests. Subject to the exceptions described in 45 C.F.R. § 164.502(b)(2), Business Associate must make reasonable efforts to limit Protected Health Information to the minimum necessary to

accomplish the intended purpose of a use, disclosure or request otherwise permitted by this Agreement, as required by the Privacy Rule.

IV.
RESPONSIBILITIES OF COVERED ENTITY

4.1 Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information. Covered Entity represents and warrants that its notice of privacy practices complies with applicable requirements of the Privacy Rule and/or Security Rule.

4.2 Change or Revocation of Permission. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Restrictions on Use or Disclosure. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Permissible Requests. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under this Agreement.

V.
TERM AND TERMINATION

5.1 Term. The term of this Agreement shall be effective as of the date first written above and shall expire when all of the Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in Section 5.3 of this Agreement.

5.2 Termination. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity may undertake any of the following: (i) provide an opportunity for Business Associate to cure the breach subject to the right of Covered Entity to terminate, without penalty, this Agreement and the Agreement if Business Associate does not cure the breach or end the violation within thirty (30) days of receiving notice of such breach or violation from Covered Entity; or (ii) if Covered Entity reasonably determines that neither termination nor cure are feasible, Covered Entity may report the violation to the Secretary.

5.3 Return or Destruction of Protected Health Information Upon Termination.

(a) Except as provided in (b) below, upon termination for any reason of this Agreement, Business Associate shall return or destroy all Protected Health Information, including such information in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event Business Associate determines that returning or destroying such Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate shall then extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(c) For purposes of this Section 5.3, "infeasible" includes but is not limited to circumstances in which further use or disclosure of Protected Health Information is or may be Required by Law or otherwise necessary for Business Associate's proper management and administration.

VI.
MODIFICATIONS TO COMPLY WITH STANDARDS

In the event that additional standards are promulgated under HIPAA or any existing standards are amended, including without limitation the Privacy Rule, the Security Rule, and/or the HITECH Act, the parties agree to enter into a mutually acceptable amendment to this Agreement to enable the parties to satisfy their obligations under such additional or amended standard(s).

VII.
MISCELLANEOUS

7.1 Regulatory References. A reference in this Agreement to a section in the Privacy Rule, the Security Rule or any other standard promulgated under HIPAA or the HITECH Act means the section as in effect or as amended.

7.2 Survival. Any provision of this Agreement which by its terms imposes an obligation after termination of this Agreement shall survive the termination of this Agreement and shall continue to be binding on the parties.

7.3 Injunctive Relief. Business Associate understands and acknowledges that any use or disclosure of Protected Health Information in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further use or disclosure and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

7.4 Interpretation; Entire Agreement; Amendment. The headings of sections in this Agreement are for reference only and shall not affect the meaning of this Agreement. Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA and/or the HITECH Act. With respect to the subject matter of this Agreement, this Agreement supersedes all previous contracts by and between the parties and, together with the Agreement, constitutes the entire agreement between the parties. In the event that a provision of this Agreement conflicts with a provision of the Agreement, the provision of this Agreement shall control; provided, however, that to the extent that any provision within the Agreement imposes more stringent requirements than that required in the Agreement, the parties agree to adhere to the terms of the Agreement. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of the Agreement. This Agreement may be amended only by written agreement between the parties.

7.5 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors and assigns of the parties any rights, remedies, obligations, or liabilities whatsoever.

7.6 General Terms. It is expressly agreed that the Business Associate is an independent contractor, not an employee or agent, of the Covered Entity. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflicts of law principles. The parties hereby irrevocably submit to the jurisdiction of the federal or state courts in the State of Missouri over any dispute or proceeding arising out of this Agreement and agree that all claims in respect of such dispute or proceeding shall be heard and determined in such court. The parties to this Agreement hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may have to the venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Unless otherwise prohibited by law or applicable professional standard each of the parties irrevocably, voluntarily and knowingly waives its right to a jury trial of any claim or cause of action based upon or arising out of this agreement or any dealings between the parties hereto relating to the subject matter hereof. The scope of this waiver is intended to be all-encompassing. It includes any and all disputes that may be filed in any court and that relate to the subject matter of this agreement, including, but not limited to, contract claims, tort claims, breach of duty claims and all other common law and statutory claims. It also includes any and all such claims that may be brought against CBIZ, Inc. or any of its subsidiaries and any of their respective personnel, current or former.

7.7 Limitation on Damages. Business Associate and its personnel shall not be liable to the Covered Entity for any claims, liabilities, causes of action, losses, damages (whether compensatory, consequential, special, indirect, incidental, punitive, exemplary, or of any other type or nature), costs and expenses (including, but not limited to attorneys' fees) in any way arising out of this Agreement in any amount greater than the total amount of the fees paid by the Covered Entity to Business Associate in the twelve (12) month period immediately preceding the incident giving rise to the such claims, except to the extent finally and judicially determined to have been the result of bad faith, gross negligence, or intentional or willful misconduct of Business Associate.

R2015-15

A RESOLUTION APPROVING THE REAPPROPRIATION & REVISION OF THE FISCAL YEAR 2015 ADOPTED CITY BUDGET

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

Section 1. In the Mayor's Christmas Tree Fund, # 231 ...

INCREASE the balance by \$4,600 (whole dollars) of Revenue line item, 231-000-3651600, named Donations.

INCREASE the balance by \$4,600 (whole dollars) of Expenditure line item, 231-0000-4004023, named Community Programs.

FOR THE PURPOSE OF: Amending the budget to account for community donations received by the City for the Mayor's Christmas Tree Ceremony.

Section 2. In the Community Center Construction Fund, # 449 ...

INCREASE the balance by \$4,001 (whole dollars) of Revenue line item, 449-0000-3679000, named Cash Carryover.

INCREASE the balance by \$4,001 (whole dollars) of Expenditure line item, 449-3020-4957109, named Memorial Park – Events Building.

FOR THE PURPOSE OF: Amending the budget to account for additional revenues that were carried over and expended on Memorial Station this year.

Section 3. In the Belton Marketplace - TIF Fund, # 240 ...

INCREASE the balance by \$1,080 (whole dollars) of Revenue line item, 240-0000-3111500, named Payments In Lieu of Tax.

INCREASE the balance by \$8,607 (whole dollars) of Revenue line item, 240-0000-3130500, named City Sales Tax.

INCREASE the balance by \$10,416 (whole dollars) of Revenue line item, 240-0000-3131510, named Cass County Sales Tax.

INCREASE the balance by \$20,103 (whole dollars) of Expenditure line item, 240-0000-4003235, named Expense Allowance.

FOR THE PURPOSE OF: Amending the budget to account for additional TIF revenues that were received and transferred according to the TIF agreement.

Section 4. In the Y Highway Market Place - TIF Fund, # 243 ...

INCREASE the balance by \$94 (whole dollars) of Revenue line item, 243-0000-3130500, named Project 2 – City Sales Tax.

INCREASE the balance by \$261 (whole dollars) of Revenue line item, 243-0000-3131510, named Project 2 – County Sales Tax.

INCREASE the balance by \$86,184 (whole dollars) of Revenue line item, 243-0000-3131500, named Payments In Lieu of Tax.

INCREASE the balance by \$15,815 (whole dollars) of Revenue line item, 243-5040-3131510, named Project 1 - County Sales Tax.

INCREASE the balance by \$24,560 (whole dollars) of Revenue line item, 243-5040-3910227, named Project 1 - Transfers In from Capital Improvement Sales Tax.

INCREASE the balance by \$24,560 (whole dollars) of Revenue line item, 243-5040-3910225, named Project 1 - Transfers In from Street.

INCREASE the balance by \$49,158 (whole dollars) of Revenue line item, 243-5040-3911000, named Project 1 - Transfers In from General Fund.

INCREASE the balance by \$183,341 (whole dollars) of Expenditure line item, 243-5040-4003235, named Expense Allowance.

INCREASE the balance by \$17,291 (whole dollars) of Expenditure line item, 243-5040-4005116, named Admin Fee.

FOR THE PURPOSE OF: Amending the budget to account for additional TIF revenues that were received and transferred according to the TIF agreement.

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

Duly read and passed this ____ day of _____, 2015.

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 ____ day of _____, 2015, and adopted at a regular meeting of the City Council held the day of _____, 2015, 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**

DATE: March 24, 2015 **AGENDA DATE: March 24, 2015**
 ASSIGNED STAFF: Norman K. Larkey Sr., Fire Chief
 DEPARTMENT: Fire

Approvals

Engineer: Dept. Dir: Attorney: City Manager.:

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

ISSUE/REQUEST

Apparatus and Equipment Replacement Plan.

PROPOSED CITY COUNCIL MOTION

Approve the Apparatus and Capital Equipment Replacement Plan proposed in the Fire Department's FY16 budget.

BACKGROUND: (including location, programs, department affected, and process issues)

This is an update on the original plan that the council has approved with some changes that have been made after the department started working on design and purchase of the apparatus and equipment.

IMPACT/ANALYSIS:

There is no change to the budget with the proposed changes. This will be explained by the Finance Director on the proposed change to the Financing Plan.

FINANCIAL IMPACT

Contractor:	None
Amount of Request/Contract:	\$ 258,500 Per Year
Amount Budgeted:	\$ 0.00
Funding Source:	Fire Department/ Capital Outlay
Additional Funds:	\$ 0.00
Funding Source:	N/A
Encumbered:	\$ 0.00
Funds Remaining:	\$ 0.00

TIMELINE:	START:	FINISH:
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OTHER INFORMATION/UNIQUE CHARACTERISTICS:

STAFF RECOMMENDATIONS:

Approve.

Action and Date:

LIST OF REFERENCE DOCUMENTS ATTACHED:

Fire departments updated Apparatus and Capital Equipment Replacement Plan.



BELTON FIRE DEPARTMENT

Norman K. Larkey Sr. • Fire Chief
16300 N. Mullen Rd. • Belton, MO • 64012
Phone (816) 331-7969 • Fax (816) 322-7368

March 10, 2015

Mr. Ron Trivitt,

Since the council has told the department to proceed with the Department's Apparatus and Equipment replacement Plan, the department has been very busy on finalizing all of the purchases. The department has drilled down on all of the purchases and finalized all of the specs and prices on all items.

The department has made some changes to what it initially reported to you and the council on what we were going to purchase and replace. This is an update on the progress. I have changed the items below to reflect the changes.

FIRE APPARATUS

Engines: I recommend that the City purchase one (1) new engine at a cost \$525,000 to replace one of the department's two current engines because of age.

I would recommend that the new engine be purchased from Pierce Manufacturing Co., under the Houston/Galveston purchasing agreement. The agreement would also provide the City with a prepayment discount of 3% to 4% up front and a delay in the first payment for a year at the time of order. My checks indicate that the City could also receive \$10,000 for each of the existing engines from Pierce as trade-ins.

Aerial Ladder: In addition, I propose that the City's existing aerial ladder be traded in as well as the two existing engines. The department has received a trade-in bid from the dealer for the existing Quint for \$400,000. The city has spent about \$36,000 on repairs in FY14 and 1QFY15. It is not economical to repair and maintain this unit. By trading this unit in it will preserve our value of it at this time. I was expecting a trade-in bid of approximately \$300,000 so it made it an easier decision to trade it in. I recommend the City purchase one (1) new Aerial Ladder Truck at a cost of \$825,000. This new unit is smaller and lighter than the existing unit. It will have the same capabilities as the new engine but will be a little bigger and have a straight stick aerial as well. It will be about 6 feet longer than the new engine. It would be purchased with the new engine as it is described above.

Tanker: The existing tanker will stay in service and continue to be used as it currently is. It also can be used as a reserve unit, if we need it.

Utility Vehicle: I recommend purchasing a new utility truck at a cost of about \$79,000 that could serve four roles: a brush truck, a fuel truck, a truck to pull the rescue trailer, and a truck with compartment space to hold equipment not used often. The City could then trade in the two existing vehicles being used for these purposes as part of staff vehicle purchases detailed below or redeploy these vehicles to another department if needed. This would role 3 vehicles into one unit.

AMBULANCES

I recommend that the City purchase two new ambulances, sell the three oldest units of the current four to help fund the new units, and use the other two current units as reserves. My checks indicate a total cost for the two new units of \$336,000, which could be funded by \$55,000 from the trade-in of the oldest units and \$281,000 in financing for four years. Moreover, I recommend that the two new units be in front-line service for four years and then we will remount the boxes on new cab and chasses (2019); they will then be used for another four years and then they will be rotated to reserve with the purchase of two new ones (2023).

The City has four ambulances:

- A 1999 Freightliner with 203,544 miles that can only be used, as last resort, as an ambulance due to the suspension problems. I recommend that City trade this unit in on the purchase of the new ambulances.
- A 2006 Ford Braun with 172,935 miles. Repairs totaled \$21,067 for FY14 and 1Q FY15, but it is worth only about \$15,000-\$20,000 based on my checks. I recommend that the City trade this unit in on the purchase of the new ambulances.
- Medic No. 1, which is a 2010 Chevy EVC with 101,500 miles. Repairs totaled \$2,289.90 for FY14 and 1Q FY15. I estimate that by the time the City would receive the new units that Medic No. 1 would have 125,000 miles. Thus, I recommend that it used as Reserve Unit No. 2 to replace the 1999 Freightliner.
- Medic No. 2, which is a 2014 Ford Osage with 22,202 miles. I estimate that by the time the City would receive the new units that Medic No. 2 would have 46,000 miles. Thus, I recommend that it be used as Reserve Unit No. 1.

STAFF VEHICLES

I recommend that the City purchase four new SUV type vehicles at a cost \$34,500 each to replace the department's staff vehicles because of age and mileage. The SUV type vehicles would give us four wheel drive capability on all staff vehicles, which is needed in the winter months and for any off road needs on response and investigations. I recommend the City purchase four 2016 Ford Explorers under the Mid America Council of Public Procurement. They could be placed in service as Car-1 for the Fire Chief, Car-2 for the Deputy Fire Chief, Car-3 for the Shift Commander, and Car-4 for the Fire Marshal. The total cost of the new purchase would be \$174,661, including the money to buy new lights and sirens for each vehicle. I would recommend the units to be replaced every five years with the two best units kept as reserves.

The department currently has seven vehicles with an average age of 14 years and average millage of 85,081. Of these, the 2008 Ford Expedition could be placed in reserve status as Reserve No. 1 and the 2004 Ford Explorer as Reserve No. 2. The department is giving one of the vehicles to the Community Development Department and the other five will be traded-in. The trade-in value of all five vehicles is \$8,400.

CAPITAL EQUIPMENT

I would recommend the following capital equipment to be replaced; self-contained breathing apparatus (SCBA), extrication equipment, four gas monitors, rugged laptop computers, thermal imaging cameras, and fire hose.

The self-contained breathing apparatus units that we have are at least twelve years old and need replaced. They do not comply with the new requirements from the NFPA and the Chemical, Biological, Radiological, and Nuclear (CBRN). The department has 32 units, 25 spare bottles and 45 face pieces currently in use that need replaced.

The vehicle extrication tool sets are fifteen-plus years of age and are at the end of their useful life cycle and should be replaced. The department is starting to spend money to keep them in service. The department has 2 sets currently in use that need replaced.

The gas monitors are over ten years of age and are unable to detect volatile organic compounds in the atmosphere. The department has started to spend money to keep them in service. The new units would improve our Haz-Mat response and air monitoring capabilities. The department has three gas monitors currently in use that need replaced.

The reporting tablets used by the EMS staff are not designed to work while out in the field. There is not a true keyboard on the current tablets and is it hard to use the screen keyboard while attempting to do a report on a patient in the back of a moving ambulance. I recommend moving the current tablets to the Fire Prevention Bureau to use with their inspection process and to purchase rugged-type lap top computers for use by the EMS staff out in the field. The department has five tablets currently in use that need replaced.

Our thermal imaging cameras are eight years old and are reaching the end of their life cycle. The technology has vastly improved to aid in search and rescues in fires since these were first purchased. The department has three cameras currently in use that need replaced.

The department needs to replace a certain amount of fire hose, both supply and attack hose. The current stock is showing some age and we would like to try to stay on top of needed replacements.

The department also needs to replace the current reporting system that we are utilizing. For EMS reports we are using a free version thru the state EMS office that is not licensed. It is an older version and is not reliable and to upgrade it we have to buy the license. It does not talk to the CAD system that is being used so it is hard to get the information out of the CAD. For fire reports the department is using Firehouse Software System. Image Trend is the proposed new

system and it will combine both systems into one system. It will talk to the CAD to get accurate information such as response times, dispatch times, and response numbers. It is the same company that Phoenix Solutions is using so they will talk to each other as well.

The total cost of all of the capital equipment replacements would be in the range of \$331,761. The cost to purchase each item is broken down as follows:

1. Self-Contained Breathing Apparatus	\$154,500
2. Extrication Equipment	\$65,250
3. Rugged Laptop Computers	\$16,729
4. Thermal Imaging Cameras	\$26,637
5. 4 Gas Monitors	\$7,475
6. New Fire Hose	\$7,000
7. Image Trend (reporting system)	\$54,170

I would be happy to discuss my updated proposals at your convenience.

Sincerely,

Norman K. Larkey Sr.





CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: March 24, 2015
ASSIGNED STAFF: James R. Person
DEPARTMENT: Police

Approvals

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

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

ISSUE/REQUEST: To purchase annual Software subscription service from ITI with the FY16 budget.

PROPOSED CITY COUNCIL MOTION: A motion to approve the law enforcement Software Subscription Service renewal from Information Technologies, Inc., for \$40,323.00.

BACKGROUND: *(including location, programs/departments affected, and process issues)*
The Police Department funds are from the FY16 budget to renew the software from Information Technologies, Inc. which is required for our records management. The total being \$40,323.00.

IMPACT / ANALYSIS

FINANCIAL IMPACT

Contractor:	Public Safety Software
Amount of Request/Contract:	\$35,631.00 – Belton Police Department/\$4,692.00 - Jail
Amount Budgeted:	
Funding Source:	FY16 010-3800-400-3015/010-3900-400-3015
Additional Funds	
Funding Source	FY16 010-3600-400-2015
Encumbered:	\$
Funds Remaining:	\$

TIMELINE	Start: May 1, 2015	Finish: April 30, 2016
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

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

List of reference Documents Attached:

Invoice from ITI Information Technologies, Inc.

Renewal Invoice

Invoice Number: R2015-4680R

Invoice Date: March 23, 2015

Invoice To:
BELTON POLICE DEPARTMENT
 7001 EAST 163RD ST
 BELTON, MO 64012-4614

Agency:
BELTON POLICE DEPARTMENT
 7001 EAST 163RD ST
 BELTON, MO 64012-4614

ATTN: CHIEF JAMES R PERSON

ATTN: CHIEF JAMES R PERSON

Payment Due Date:	Client ID	For more information, Contact:
April 20, 2015	440844	Drew Steward

Software Subscription Service						
Qty	Description	Service Dates			Extension	
		Start	End	Months		
1	Enterprise Framework	05/01/2015	04/30/2016	12	\$4,749.00	
1	Asset / Fleet Management	05/01/2015	04/30/2016	12	\$1,149.00	
1	License & Registrations	05/01/2015	04/30/2016	12	\$1,017.00	
1	Law Enforcement Records Management	05/01/2015	04/30/2016	12	\$7,887.00	
1	Interface, MO Accident (STARS 2012 - print submission)	05/01/2015	04/30/2016	12	\$933.00	
1	Regional Data Sharing	05/01/2015	04/30/2016	12	\$0.00	
1	Jail Management	05/01/2015	04/30/2016	12	\$3,888.00	
1	Interface, Livescan - Sagem Morpho	05/01/2015	04/30/2016	12	\$804.00	
13	Mobile License	05/01/2015	04/30/2016	12	\$13,728.00	
1	Mobile License	05/01/2015	04/30/2016	12	\$1,056.00	
6	Mobile License	05/01/2015	04/30/2016	12	\$5,112.00	
Subtotal					\$40,323.00	

Annual Software Support Renewal						
Qty	Description	Service Dates			Extension	
		Start	End	Months		
1	Interface, APS Summons Export	05/01/2015	04/30/2016	12	\$897.00	
Subtotal					\$897.00	
Grand Total					\$41,220.00	

Subject to the terms and conditions located at <http://www.itiusa.com/supportterms/>.
 By paying the amount shown, you agree to the terms and conditions stated therein.

PLEASE NOTE

Subscription and Hosted Services are Pre-Paid. If payment or other arrangements have not been made prior to the service start date(s) shown above, there will be an interruption in service. Please contact ITI in advance of the new service start date(s) if you have questions or issues.

Note: This invoice supersedes invoice #R2015-4680, dated March 2, 2015.

*The pricing for the six (6) mobile licenses in use at the schools reflects a discount for non-use for 10 weeks during the summer months beginning June 1, 2015 through August 10, 2015 .

ITI is now offering Regional Data Sharing at no cost to our clients. This annual savings of more than \$1050 is reflected in this renewal invoice.

Support for the MO MODEX/RMS interface has been paid for by the Missouri Department of Public Safety.

Thank you for your Business