



**CITY OF BELTON
CITY COUNCIL
REGULAR MEETING
TUESDAY, AUGUST 23, 2016 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

- I. CALL REGULAR MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – COUNCILMAN NEWELL
- 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 August 9, 2016, City Council regular meeting and the August 16, 2016, City Council special meeting.

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- B. Motion approving the July 2016 Municipal Police Judge’s Report.

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- C. Motion approving the purchase of 12 laptop computers, accessories, 3 Wi-Fi access points and installation materials for Council Meetings/Work Sessions in the amount of \$8,098.64 which was approved in the FY2017 budget.

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- V. PERSONAL APPEARANCES

- A. Chamber of Commerce (323 Main St) – request to use 3 empty lots on Main Street on September 16, 2016, to host Vintage Market Days, 5:00-8:00 p.m.

VI. ORDINANCES

- A. Motion approving the amendment of Bill No. 2016-81:
First reading was passed July 26, 2016. There have been changes made since first reading.

Motion approving final reading of Bill No. 2016-81, as amended:

AN ORDINANCE AMENDING CHAPTER 19 – STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES OF THE CODE OF ORDINANCES AND CHAPTER 34 - STREETS AND SIDEWALKS OF THE UNIFIED DEVELOPMENT CODE TO CREATE A CONSOLIDATED AND COMPLETE CHAPTER 19 - STREETS, SIDEWALKS, RIGHTS-OF-WAY AND OTHER PUBLIC PLACES OF THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI.

Paperwork attached

Page 45 Pass Fail

- B. Motion approving the amendment of Bill No. 2016-82:
First reading was passed July 26, 2016. There have been changes made since first reading.

Motion approving final reading of Bill No. 2016-82, as amended:

AN ORDINANCE AMENDING APPENDIX A – SCHEDULE OF FEES AND CHARGES, PART II. – UNIFIED DEVELOPMENT CODE OF THE UNIFIED DEVELOPMENT CODE AND THE CODE OF ORDINANCES AND CHAPTER 36 – SUBDIVISION REGULATIONS OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF BELTON, MISSOURI TO REFLECT THE CORRECT NOMENCLATURE, FEES AND CHARGES RELATED TO PUBLIC WORKS ENGINEERING ITEMS INCLUDING RIGHT-OF-WAY PERMITTING, SANITARY SEWER IMPACT FEES, AND ENGINEERING REVIEW FEES.

Paperwork attached

Page 135 Pass Fail

- C. Motion approving final reading of Bill No. 2016-88:
AN ORDINANCE READOPTING ORDINANCE NO. 91-2073, AS AMENDED, ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICT OF INTEREST AND SUBSTANTIAL INTEREST FOR CERTAIN MUNICIPAL OFFICIALS.

Paperwork previously distributed

Pass Fail

D. Motion approving final reading of Bill No. 2016-89:

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A MUNICIPAL AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO RESURFACE 58 HIGHWAY FROM BEL RAY AVENUE TO HOLMES ROAD INCLUDING CURB REPLACEMENTS AND AMERICANS WITH DISABILITIES ACT (ADA) IMPROVEMENTS.

Paperwork previously distributed

Pass Fail

E. Motion approving final reading of Bill No. 2016-90:

AN ORDINANCE APPROVING A TIPS HOTLINE ANNUAL CONTRACT WITH THE KANSAS CITY METROPOLITAN CRIME COMMISSION.

Paperwork previously distributed

Pass Fail

F. Motion approving final reading of Bill No. 2016-92:

AN ORDINANCE LEVYING AND FIXING THE RATE OF TAX FOR MUNICIPAL PURPOSES, FOR THE PARK FUND, AND THE DEBT SERVICE FUND FOR FISCAL YEAR 2017.

Paperwork previously distributed

Pass Fail

G. Motion approving the amendment of Bill No. 2016-94:

First reading was passed August 9, 2016. There have been changes made since first reading.

Motion approving final reading of Bill No. 2016-94, as amended:

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A DEMOLITION SERVICE AGREEMENT AWARD AND AMENDMENT TO ARTICLES 5, 7 AND 8 ~~5~~ AND ~~7~~ TO DOUBLED D, INC. DOING BUSINESS AS DALE BROTHERS FOR THE STP 3322 (409) 155TH STREET IMPROVEMENTS – RESIDENTIAL DEMOLITION PROJECT IN THE NOT-TO EXCEED AMOUNT OF \$45,811.80.

Paperwork attached

Page 159 Pass Fail

H. Motion approving first reading of Bill No. 2016-95:

AN ORDINANCE APPROVING AN AMENDMENT TO THE CITY'S ZONING MAP, FROM M-1 (LIGHT MANUFACTURING) TO C-2 (GENERAL COMMERCIAL), FOR A 0.66-ACRE TRACT OF LAND, LEGALLY DESCRIBED AS SECTION 18, TOWNSHIP 46, RANGE 32, ADDRESSED AS 17229 S. OUTER ROAD, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.

Paperwork attached

Page 193 Pass Fail

I. Motion approving first reading of Bill No. 2016-96:

AN ORDINANCE AMENDING CHAPTER 6, AGRICULTURAL AND RESIDENTIAL ZONING DISTRICTS, SECTION 6-4, - ADDITIONAL REGULATIONS, OF THE BELTON UNIFIED DEVELOPMENT CODE, WITH REVISIONS TO PARAGRAPH (F) KEEPING OF ANIMALS.

Paperwork attached

Page 201 Pass Fail

J. Motion approving both readings of Bill No. 2016-97:

AN ORDINANCE APPROVING A CONTRACT BETWEEN THE CITY OF BELTON, MISSOURI AND TIME WARNER CABLE BUSINESS CLASS TO INCREASE INTERNET BANDWIDTH SERVICES FOR BELTON CITY HALL AND BELTON CITY HALL ANNEX.

Time Warner Cable has offered the City a two (2) year contract to double our bandwidth from 10x10 mbps fiber service to 20x20 mbps fiber service for an additional cost of \$195/month (\$2,340/year). This amount will be split between the City's Water fund and Wastewater fund and will be absorbed within the funds' current budget appropriation. No budget amendment will be necessary.

Currently the City pays \$750/month for City Hall and Annex fiber service, this contract would increase our monthly bill to \$945/month.

Time Warner Cable also offered the City a 3 year or 4 year contract at less cost, however the City plans to look at the possibility of connecting all City buildings (with the exception of the Wastewater Shop) during future years' budget process and makes a longer contract period less appealing at this time.

The City purchased a new phone system for City Hall and the Annex earlier this year. The new phone system was installed the week of April 1 is a voice over IP system so it uses the City's computer network as opposed to the City's old phone system that used a traditional phone line. Once the new phone system was installed, City Hall and Annex network users began noticing that their computers were extremely slow when using web based applications and Sungard, our financial accounting software, began crashing which affects our ability to take water and sewer payments from customers. These problems are being caused because the City is maxing out its City Hall and Annex bandwidth connection daily.

Paperwork attached

Page 211 Pass Fail

K. Motion approving first reading of Bill No. 2016-98:

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CONFLUENCE, A LANDSCAPE ARCHITECT AND PLANNING CONSULTANT, TO CREATE A NORTH SCOTT CORRIDOR FLEX-INDUSTRIAL ZONING DISTRICT PLUS DESIGN GUIDELINES.

Paperwork attached

Page 223 Pass Fail

L. Motion approving both readings of Bill No. 2016-99:

AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2017 ADOPTED CITY BUDGET FOR THE PURPOSE OF PURCHASING A FURNACE & AIR CONDITIONING UNIT FOR THE GOLF COURSE.

Paperwork attached

Page 259 Pass Fail

VII. RESOLUTIONS

A. Motion approving Resolution 2016-31:

A RESOLUTION AUTHORIZING THE AFFIRMATIVE ASSENT OF THE CITY OF BELTON, MISSOURI ON THE QUESTION OF WHETHER LITTLE BLUE VALLEY SEWER DISTRICT SHOULD ISSUE REVENUE BONDS PAYABLE FROM REVENUES TO BE DERIVED FROM THE OPERATION OF THE LITTLE BLUE VALLEY SEWER SYSTEM IN AN AMOUNT NOT TO EXCEED TWENTY-MILLION DOLLARS (\$20,000,000) FOR THE PURPOSE OF IMPROVING, EXTENDING, OR REHABILITATING THE LITTLE BLUE VALLEY SEWER DISTRICT SYSTEM INCLUDING, BUT NOT LIMITED TO, ADVANCED AIR EMISSIONS CONTROLS FOR THE ATHERTON WASTEWATER TREATMENT FACILITIES.

Paperwork attached

Page 269 Pass Fail

VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR'S COMMUNICATIONS

X. CITY MANAGER'S REPORT

XI. MOTIONS

XII. OTHER BUSINESS

A. Review of July 2016 Financial Report

B. Update from Eagle's Landing Golf Course

XIII. Motion to enter Executive Session to discuss matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3, and that the record be closed.

XIV. ADJOURN

**MINUTES OF THE
 BELTON CITY COUNCIL
 PUBLIC HEARING
 AND REGULAR MEETING
 AUGUST 9, 2016
 CITY HALL ANNEX, 520 MAIN STREET
 BELTON, MISSOURI**

Mayor Davis called the Public Hearing to order at 7:00 P.M.

Sheila Ernzen, Finance Director, read the public hearing notice.

This public hearing was held regarding property tax rates proposed to be set by the City of Belton. The tax rates shall be set to produce the revenues required to support the budget for the fiscal year beginning April 1, 2016 and ending March 31, 2017. The rates are based upon the current assessed valuation figures as provided by the Cass County Assessor's Office. Each tax rate is determined by dividing the amount of revenue, as authorized by the Missouri Constitution, by the current assessed valuation. This value is multiplied times 100 resulting in a tax rate expressed in cents per \$100 valuation.

Assessed Valuation (applies to calendar year 2016):

(By Categories)

	Current Tax Year 2016	Prior Tax Year 2015
Real Estate	\$ 191,563,489	\$ 190,589,499
Personal Property	44,053,352	44,229,955
Total Assessed Valuation	\$ 235,616,841	\$ 234,819,454

Tax Levy (applies to City's fiscal year):

	Property Tax Revenue FY2017 Budget	Proposed Tax Rate FY2017	Prior Year Tax Rate FY2016
General Fund	\$ 1,498,000	\$ 0.5470	\$ 0.5455
Parks & Recreation	560,000	0.2434	0.2427
Debt Service	2,723,460	1.1300	1.1300
Total	\$ 4,781,460	\$ 1.9204	\$ 1.9182

NOTE: Assessed valuation figures are subject to change as determined by the Cass County Assessor. These changes, should they occur, may impact the tax rates as shown above.

Ms. Emzen explained the assessed valuation decreased slightly. We are proposing a maximum levy for general fund and parks and recreation fund, but taking a voluntary reduction in the debt levy of less than ¼ cent. The general fund is .0015 which is the same revenue as last year except for new construction and improvements.

Being no public input, the hearing was declared closed at 7:04 P.M.

Mayor Davis called the next public hearing to order.

This hearing was held to receive public input regarding the proposed termination of the Boardwalk at Belton Tax Increment Financing Plan, generally located east of I-49, south of 155th Street, and north of 162nd Street.

Brad Foster, Assistant City Manager, said the Missouri State Statutes are clear on how to establish a TIF (Tax Increment Financing), but not so clear on how to terminate a TIF. Aaron March, Special Counsel with White, Goss Law Firm and Megan McGuire, City Attorney, determined we would follow the same process to terminate the TIF as to set up a TIF. A letter was sent to the developer Al Kipper in February 2016, notifying him he was in default. The city never heard from him. The City held a TIF meeting on June 15, 2016, and recommend to terminate this TIF. This TIF was approved in 2009. The proposed development had over one million square feet. It encountered problems from the get go. Mr. Foster believes its failure was due to the economic downturn and environmental issues. The area is 187 acres, which is the old Southview Golf Course, north of 163rd Street and east 155th Street off of 71 Highway. They still owe us a substantial bill of over \$61,000. The City made a request for the funds and never saw it, probably because the developer encountered problems. The bank took the property back. Mr. Foster said so why now are we terminating the TIF. Earlier this year we were in the process of acquiring right-of-way and easements for the widening of 155th Street. An issue came up with the easement off of 155th for the project and it was recommended to terminate the TIF. Councilman Savage asked how we might get back the \$61,000. Aaron March, White Goss Law Firm on economic development, said it is a contractual obligation therefore, it is contractual. Mr. Kipper lost the property and the City could sue him but that might be throwing good money after bad. If there is a future TIF application, the balance owed could be included in reimbursable project costs.

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

Mayor Davis called for a 5 minute recess.

Mayor Davis called the regular meeting to order at 7:18 P.M.

Mayor Davis led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Jeff Davis, Councilmen Jeff Fletcher, Gary Lathrop, Bob Newell, Lorrie Peek, Tim Savage, Chet Trutzel, and Dean VanWinkle. Councilman Ryan Finn was absent. Also present were: Ron Trivitt, City Manager; Megan McGuire, City Attorney; and Patti Ledford, City Clerk.

CONSENT AGENDA:

Councilman Lathrop moved to approve the consent agenda consisting of a **motion approving the minutes of the July 26, 2016, City Council regular meeting; and a motion approving the Fraternal Order of Eagles' request for a temporary caterer's liquor license for a beer garden at 310-312 Main Street during the Fall Festival, September 9-10, 2016, pending the appropriate state and city liquor licenses.** Councilman Trutzel seconded. All present voted in favor. Councilman Finn absent. Consent agenda approved.

PERSONAL APPEARANCES:

Councilman Fletcher presented to Mayor Davis a Belton flag flown onboard the USS Missouri (SSN 780) on May 1, 2016. Councilman Fletcher had Mayor Davis and Brad Foster, Assistant City Manager, whose son is currently serving on board the USS Jefferson City, hold the flag during the presentation. Councilman Fletcher said he served on board the USS Boston. Councilman Fletcher read a letter from the Commissioning Committee USS Missouri (SSN780) Jefferson City, MO., asking for city councils in Missouri to forward their city's flag to the submarine, which in turn will be flown while the submarine heads out to sea and upon return to port. The crew will sign the flag and send it back with a certificate signed by the Captain and crew as to what dates it flew on the ship. The letter went on to explain the history of the USS Missouri. Councilman Fletcher then read the letter in response from Mayor Davis, that it is an honor to submit the flag for the City of Belton, Missouri, to be flown on the USS Missouri (SSN780), and it is a privilege to be part of the fabulous opportunity.

ORDINANCES:

Patti Ledford, City Clerk gave the final reading of Bill No. 2016-79: **AN ORDINANCE ACCEPTING THE RECOMMENDATIONS OF THE TAX INCREMENT FINANCING COMMISSION OF BELTON, MISSOURI, DECLARING THE REDEVELOPER, SOUTHVIEW PLAZA, L.L.C., IN DEFAULT OF ITS OBLIGATIONS; TERMINATING THE BOARDWALK AT BELTON TAX INCREMENT FINANCING REDEVELOPMENT PLAN; TERMINATING THE REDEVELOPMENT AREA AND ALL REDEVELOPMENT PROJECTS CONTEMPLATED BY THE PLAN; TERMINATING THE DESIGNATION OF SOUTHVIEW PLAZA, L.L.C. AS REDEVELOPER OF THE BOARDWALK AT BELTON TAX INCREMENT FINANCING PLAN AND ALL REDEVELOPMENT PROJECT AREAS CONTEMPLATED BY THE PLAN; AND TERMINATING THE TIF CONTRACT BETWEEN SOUTHVIEW PLAZA, L.L.C. AND THE CITY FOR THE IMPLEMENTATION OF THE BOARDWALK AT BELTON TAX INCREMENT FINANCING REDEVELOPMENT PLAN.** Presented by Councilman Trutzel, seconded by

Councilman Lathrop. The Council was polled and the following vote recorded; Ayes: 8, Mayor Davis, Councilmen Savage, Newell, Peek, Fletcher, Lathrop, Trutzel, and VanWinkle; Noes: None; Absent: 1, Councilman Finn. Bill No. 2016-79 was declared passed and in full force and effect as Ordinance No. 2016-4249, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-81: **AN ORDINANCE AMENDING CHAPTER 19 – STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES OF THE CODE OF ORDINANCES AND CHAPTER 34 - STREETS AND SIDEWALKS OF THE UNIFIED DEVELOPMENT CODE TO CREATE A CONSOLIDATED AND COMPLETE CHAPTER 19 - STREETS, SIDEWALKS, RIGHTS-OF-WAY AND OTHER PUBLIC PLACES OF THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI.** Presented by Councilman Trutzel, seconded by Councilman Peek. **Councilman Lathrop moved to postpone the final reading until the August 23, 2016, City Council meeting.** Councilman Savage seconded. Vote to postpone was recorded with all voting in favor. Councilman Finn absent. Motion to postpone carried.

Ms. Ledford gave final reading of Bill No. 2016-82: **AN ORDINANCE AMENDING APPENDIX A – SCHEDULE OF FEES AND CHARGES, PART II. – UNIFIED DEVELOPMENT CODE OF THE UNIFIED DEVELOPMENT CODE AND THE CODE OF ORDINANCES AND CHAPTER 36 – SUBDIVISION REGULATIONS OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF BELTON, MISSOURI TO REFLECT THE CORRECT NOMENCLATURE, FEES AND CHARGES RELATED TO PUBLIC WORKS ENGINEERING ITEMS INCLUDING RIGHT-OF-WAY PERMITTING, SANITARY SEWER IMPACT FEES, AND ENGINEERING REVIEW FEES.** Presented by Councilman Newell, seconded by Councilman Savage. **Councilman Lathrop moved to postpone the final reading until the August 23, 2016, City Council meeting.** Councilman Savage seconded. Vote to postpone was recorded with all voting in favor. Councilman Finn absent. Motion to postpone carried.

Ms. Ledford gave the final reading of Bill No. 2016-85: **AN ORDINANCE AUTHORIZING AND APPROVING AN AMENDMENT TO CHAPTER 10 – BUILDINGS AND STRUCTURES, ARTICLE III – DANGEROUS BUILDINGS, SECTIONS 10-90 TO 10-112 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF BELTON, MISSOURI.** Presented by Councilman Savage, seconded by Councilman Lathrop. The Council was polled and the following vote recorded; Ayes: 8, Mayor Davis, Councilmen Trutzel, Savage, Lathrop, Newell, Fletcher, VanWinkle, and Peek; Noes: None; Absent: 1, Councilman Finn. Bill No. 2016-85 was declared passed and in full force and effect as Ordinance No. 2016-4250, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-86: **AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF BELTON, MISSOURI AND MID-AMERICA REGIONAL COUNCIL (MARC) FOR PARTIAL FUNDING AND CONTRACT SERVICES AT THE BELTON SENIOR CENTER.** Presented by Councilman Trutzel, seconded by Councilman Newell. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Peek, VanWinkle, Savage, Mayor Davis, Councilmen Newell, Fletcher, Trutzel, and Lathrop ; Noes: None; Absent: 1, Councilman Finn. Bill No. 2016-86 was declared passed and in full force and effect as Ordinance No. 2016-4251, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-87: **AN ORDINANCE APPROVING A CONTRACT BETWEEN THE CITY OF BELTON, MISSOURI AND ECKERT TOW,**

INC. FOR POLICE ORDERED TOWS. Presented by Councilman Savage, seconded by Councilman Trutzel. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Peek, Lathrop, Mayor Davis, Councilmen Trutzel, Fletcher, VanWinkle, Newell, and Savage; Noes: None; Absent: 1, Councilman Finn. Bill No. 2016-87 was declared passed and in full force and effect as Ordinance No. 2016-4252, subject to Mayoral veto.

Ms. Ledford read Bill No. 2016-88: **AN ORDINANCE READOPTING ORDINANCE NO. 91-2073, AS AMENDED, ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICT OF INTEREST AND SUBSTANTIAL INTEREST FOR CERTAIN MUNICIPAL OFFICIALS.** Presented by Councilman Lathrop, seconded by Councilman Savage. Mayor Davis asked why the word certain municipal officials. Ms. McGuire explained it is for all elected and some appointed officials. Councilman Savage asked if this is passed yearly. Ms. Ledford said yes and a copy is due to the Missouri Ethics Commission by September 15th yearly. Vote on the first reading was recorded with all present voting in favor. Councilman Finn absent. First reading passed.

Ms. Ledford read Bill No. 2016-89: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A MUNICIPAL AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO RESURFACE 58 HIGHWAY FROM BEL RAY AVENUE TO HOLMES ROAD INCLUDING CURB REPLACEMENTS AND AMERICANS WITH DISABILITIES ACT (ADA) IMPROVEMENTS.** Presented by Councilman Lathrop, seconded by Councilman Savage. Mayor Davis asked why it is not ADA compliant right now. Jeff Fisher, Public Works Director, said when MODOT does resurfacing they make it ADA compliant. Mayor Davis asked why they are not held to the same standards or is this just dated. Mr. Fisher said it is dated. Vote on the first reading was recorded with all present voting in favor. Councilman Finn absent. First reading passed.

Ms. Ledford read Bill No. 2016-90: **AN ORDINANCE APPROVING A TIPS HOTLINE ANNUAL CONTRACT WITH THE KANSAS CITY METROPOLITAN CRIME COMMISSION.** Presented by Councilman Trutzel, seconded by Councilman Peek. Vote on the first reading was recorded with all present voting in favor. Councilman Finn absent. First reading passed.

Motion approving both readings of Bill No. 2016-91: **AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND BELTON 58 CHOPPER, LLC TO ACCESS AND USE PROPERTY FOR BELTON FIRE DEPARTMENT TRAINING EXERCISES.** Presented by Councilman Trutzel, seconded by Councilman Peek. Fire Chief Norman Larkey said this property will be used to train staff with the new aerial truck and also take advantage of a vacant building for training purposes. It's a hold harmless agreement for both parties. Vote on the first reading was recorded with all present voting in favor. Councilman Finn absent. **Councilman Fletcher moved to hear the final reading.** Councilman Newell seconded. All present voted in favor. The final reading was read. Presented by Councilman Trutzel, seconded by Councilman Savage. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Newell, Trutzel, Mayor Davis, Councilman Lathrop, Fletcher, VanWinkle, Peek and Savage; Noes: None; Absent: 1, Councilman Finn. Bill No. 2016-91 was declared passed and in full force and effect as Ordinance No. 2016-4253, subject to Mayoral veto.

Ms. Ledford read Bill No. 2016-92: **AN ORDINANCE LEVYING AND FIXING THE RATE OF TAX FOR MUNICIPAL PURPOSES, FOR THE PARK FUND, AND THE**

DEBT SERVICE FUND FOR FISCAL YEAR 2017. Presented by Councilman Trutzel, seconded by Councilman Peek. All present voted in favor. Councilman Finn absent. First reading passed.

Ms. Ledford read Bill No. 2016-93: **AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE MEMORANDUM OF AGREEMENT BETWEEN THE U.S. DEPARTMENT OF ENERGY, NATIONAL NUCLEAR SECURITY ADMINISTRATION'S KANSAS CITY PLANT AND THE CITY OF BELTON, MISSOURI FOR THE USE OF THE CITY FIRING RANGE.** Presented by Councilman Lathrop, seconded by Councilman Trutzel. Vote on the first reading was recorded with all voting in favor. Councilman Finn absent. **Councilman Lathrop moved to hear the final reading.** Councilman Trutzel seconded. All present voted in favor. The final reading was read. Presented by Councilman Trutzel, seconded by Councilman Savage. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Newell, Trutzel, Mayor Davis, Councilman Lathrop, Fletcher, VanWinkle, Peek and Savage; Noes: None; Absent: 1, Councilman Finn. Bill No. 2016-93 was declared passed and in full force and effect as Ordinance No. 2016-4254, subject to Mayoral veto.

Ms. Ledford read Bill No. 2016-94: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A DEMOLITION SERVICE AGREEMENT AWARD AND AMENDMENT TO ARTICLES 5 AND 7 TO DOUBLED D, INC. DOING BUSINESS AS DALE BROTHERS FOR THE STP 3322 (409) 155TH STREET IMPROVEMENTS – RESIDENTIAL DEMOLITION PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$45,811.80.** Presented by Councilman Trutzel, seconded by Councilman Peek. Vote on the first reading was recorded with all present voting in favor. Councilman Finn absent. First reading passed.

CITY COUNCIL LIAISON REPORTS:

Councilman Trutzel announced that Steve Bennett, who served on the Public Works Committee, has been transferred and will be moving out of town and we will need to appoint a replacement. The right-of-way discussion was presented to the committee - there is a lot to try to understand.

A representative from the Little Blue Valley Sewer District will be at the next Council work session to discuss with the Council the redistribution and approval of \$20 million bonds and approval of the resolution at the August 23 Council meeting.

Councilman Peek, Park Board Liaison, announced the theatre in park is winding down with the Wizard of Oz –August 12 and Legally Blonde-August 19.

Kids night out is August 13.

MAYOR'S COMMUNICATIONS:

Mayor Davis said he will be probably commission a task force on a second water source. Jeff Fisher, Public Works Director, said staff will be bringing the Council up to speed at the August 16 work session with a presentation on a second water source.

Mayor Davis announced:

- Junk in the trunk - August 13, 4:00-7:00 P.M.

- Chamber of Commerce Steak Fry, Friday, August 12 - 9 hole golf scramble and steak fry to follow at 5:00
- Fall Festival is booming – it is September 9-10

CITY MANAGER'S REPORT:

Release of Deed for Pavilion Properties, LLC.

Mr. Trivitt reported there is approximately 4-5 acers the City sold after a bid process to Mike Neighbors and Rob Herman which is east of Menards on both sides of Markey. The City did receive final payment and the deed has been released.

Brad Foster, Assistant City Manager, was involved in Household Hazardous Waste (HHW) mobile collection last weekend and provided a report to the Council. The event was from 8:00 A.M.-noon. The event is coordinated through MARC Solid Waste Management and Belton partnered with Raymore. It was held at Belton High School. The event overall went well and it will be held in Raymore next year.

Norman Larkey, Fire Chief, said there was a fire at Oden's BBQ again but it was contained to the outside of structure.

MOTIONS:

Councilman Lathrop moved to authorize the City Manager to approve access and use agreements for fire training exercises when time is of the essence with ratification by the Council at the next scheduled meeting. Councilman Newell seconded. Chief Larkey said periodically the fire department is asked if we want to do training on/in vacant buildings and this creates a blanket form the city manager can authorize and bring back to the Council after the fact. Vote on the motion was recorded with all voting in favor. Councilman Finn absent. Motion carried.

OTHER BUSINESS:

Councilman Trutzel said pertaining to the flag presentation earlier in the meeting – it takes a special person to sub duty and he commended Councilman Fletcher for doing that.

Mayor Davis reminded the Council of the MML Conference Sept. 11-14 in St. Louis at Union Station. Let the city clerk know if you plan to attend.

Being no further business, Councilman Lathrop moved to adjourn at 7:53 P.M. Councilman Peek seconded. All voted in favor. Councilman Finn absent. Meeting adjourned.

Patti Ledford, City Clerk

Jeff Davis, Mayor

**CITY OF BELTON
CITY COUNCIL SPECIAL MEETING
AUGUST 16, 2016
CITY HALL ANNEX
520 MAIN STREET,
BELTON, MISSOURI**

Mayor Davis called the special meeting to order at 8:58 p.m.

Councilmembers present: Mayor Jeff Davis, Councilmen Jeff Fletcher, Gary Lathrop, Tim Savage, Chet Trutzel, Dean VanWinkle, Lorrie Peek, and Ryan Finn. Also present were Ron Trivitt, City Manager; and Megan McGuire, City Attorney.
Councilmember absent: Bob Newell.

At 8:59 p.m. **Councilman Fletcher moved to enter into executive session to discuss matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3, and that the record be closed.** Councilman Van Winkle seconded.

The following vote was recorded; Ayes: 8, Councilmen Van Winkle, Fletcher, Trutzel, Lathrop, Mayor Davis, Councilmen Peek, Finn, Savage; Noes: None; Absent: 1, Councilmen Newell. Motion carried.

The Council returned from Executive Session at 10:05 p.m. Being no further business, Councilman Lathrop moved to adjourn at 10:06 p.m. Councilman Peek seconded. All present voted in favor. Councilman Newell absent. Special meeting adjourned.


Megan McGuire, City Attorney

Jeff Davis, Mayor

**DOCKET REPRESENTS A TRUE AND ACCURATE COPY
OF COURT PROCEEDINGS HELD**

COURT DATES: 7/6/16; 7/13/16; 7/20/16; 7/27/16



MUNICIPAL JUDGE

8/2/16

DATE

**IN ACCORDANCE WITH COURT OPERATING RULE 4.29
THE ATTACHED MUNICIPAL DIVISION SUMMARY
REPORT FOR MONTH OF JULY 2016 WAS
PRESENTED AND REVIEWED BY CITY COUNCIL AS
REQUIRED**

CITY CLERK

DATE



Payment Plan Reports

Belton

Monday, August 01, 2016 1:45 PM

Payment Plans Collected

Payment Detail Listing From 07/01/2016 - 07/31/2016

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid
PP0000012	SULLIVAN, BETTY JANE	07/05/2016	410117	R00031194	121155559-1	\$10.00
PP0000012 Totals:						\$10.00
PP0000143	GIVAN, JEFFREY D	07/07/2016	410458		140789284-1	\$38.50
PP0000143 Totals:						\$38.50
PP0000313	CHILOW, GINA LOUISE	07/18/2016	411106		121166228F-1	\$19.50
		07/18/2016	411107		121166228F-1	\$17.50
* PP0000313 Totals:						\$37.00
PP0000383	MULLER, TYLER LAYNE	07/14/2016	410900	R00031484	140793061-1	\$40.00
		07/14/2016	410900	R00031484	140791439-1	\$9.00
		07/15/2016	411005	R00031502	140793061-1	\$1.00
		07/27/2016	411605	R00031704	140793061-1	\$75.00
PP0000383 Totals:						\$125.00
PP0000393	LIGGINS, CARTEZ DEVON	07/18/2016	411117		081133733-1	\$50.00
PP0000393 Totals:						\$50.00
PP0000431	BREITWEISER, ANGELIC MARIE	07/03/2016	409934		121165494-1	\$20.00
PP0000431 Totals:						\$20.00
PP0000455	CLIFTON, ANTHONY JOE JR	07/11/2016	410601	R00031365	101912824-1	\$75.00
PP0000455 Totals:						\$75.00
PP0000464	WASMER, NATHAN MICHAEL	07/29/2016	411744	R00031727	140791082-1	\$127.00
PP0000464 Totals:						\$127.00
PP0000472	NOY, JOJUAN JALEEL	07/29/2016	411775	R00031728	140793278-1	\$50.00
PP0000472 Totals:						\$50.00
PP0000505	LAWRIE, MATTHEW T III	07/08/2016	410485	R00031341	140791613-1	\$50.00
		07/25/2016	411495	R00031670	140791613-1	\$50.00
PP0000505 Totals:						\$100.00
PP0000523	HUGGINS, BRANDON LEE	07/11/2016	410596	R00031361	140790092-1	\$50.00
PP0000523 Totals:						\$50.00
PP0000594	PAYAN, GERARDO LUIS	07/06/2016	410293	R00031281	140790859-1	\$62.00
PP0000594 Totals:						\$62.00
PP0000610	CLARK, SHANE ALEN	07/06/2016	410205	R00031247	140794209-1	\$200.00
PP0000610 Totals:						\$200.00
PP0000615	WALSH, KEVIN JAMES	07/01/2016	409868	R00031097	140793779-1	\$10.00
		07/15/2016	411026		140793779-1	\$10.00
PP0000615 Totals:						\$20.00
PP0000627	BARRERA, ALEJANDRO JOSEPH	07/05/2016	410127	R00031200	140794776-1	\$119.00
		07/05/2016	410127	R00031200	140794775-1	\$31.00
PP0000627 Totals:						\$150.00
PP0000631	BROWN, ANGELICA J	07/08/2016	410484	R00031340	140794082-1	\$50.00
PP0000631 Totals:						\$50.00
PP0000635	STOKES, TERRY MICHAEL	07/24/2016	411397		140792452-1	\$50.00
PP0000635 Totals:						\$50.00
PP0000652	STORM, HEATHER DAYLE	07/27/2016	411643	R00031715	140791241-1	\$20.00
PP0000652 Totals:						\$20.00
PP0000654	CAIN, JAMISON MATTHEW	07/31/2016	411821		101900190-1	\$50.00
PP0000654 Totals:						\$50.00
PP0000660	GAUG, JAMES LEE	07/19/2016	411162	R00031540	140794828-1	\$20.00
PP0000660 Totals:						\$20.00

* Indicates an overpayment was made on the Payment Plan

PP0000662	MURPHY, SHAWN P	07/01/2016	409838	R00031092	140794846-1	\$50.00
PP0000662 Totals:						\$50.00
PP0000679	KATES, SHAWNA R	07/12/2016	410671	R00031402	140794097-1	\$50.00
PP0000679 Totals:						\$50.00
PP0000685	BALLARD, BRIAN JAMES	07/01/2016	409904	R00031134	140790345-1	\$10.00
		07/01/2016	409904	R00031134	121155944-1	\$113.00
* PP0000685 Totals:						\$123.00
PP0000729	JONES, DASMOND R	07/25/2016	411497	R00031671	140796528-1	\$50.00
PP0000729 Totals:						\$50.00
PP0000737	MCCOY, GAGE ALLAN	07/04/2016	409954		140793635-1	\$20.00
		07/04/2016	409954		140793634-1	\$20.00
		07/20/2016	411226		140793635-1	\$40.00
PP0000737 Totals:						\$80.00
PP0000743	MCCREA, BENJAMIN BRUCE	07/07/2016	410457	R00031325	140794020-1	\$29.50
* PP0000743 Totals:						\$29.50
PP0000744	SPENCER, MONTERRIO DENZEL	07/25/2016	411490	R00031668	140794649-1	\$50.00
PP0000744 Totals:						\$50.00
PP0000748	PLUMB, ROSE MARIE	07/20/2016	411272	R00031596	140795012-1	\$140.00
PP0000748 Totals:						\$140.00
PP0000749	DAVIS, CAROL JENETTE	07/05/2016	410128	R00031201	140794177-1	\$100.00
PP0000749 Totals:						\$100.00
PP0000750	HILL, MICHAEL SCOTT	07/03/2016	409938		140794927-1	\$35.00
		07/03/2016	409938		140794926-1	\$5.00
		07/20/2016	411230	R00031574	140794927-1	\$40.00
PP0000750 Totals:						\$80.00
PP0000757	NANTZ, DARLENE A	07/22/2016	411380	R00031623	140796233-1	\$150.00
		07/22/2016	411380	R00031623	140796232-1	\$113.00
		07/22/2016	411380	R00031623	140790348-1	\$200.00
* PP0000757 Totals:						\$463.00
PP0000759	ELDREDGE, CALVIN JAMES	07/25/2016	411487	R00031657	140797590-1	\$18.00
PP0000759 Totals:						\$18.00
PP0000775	SHIFFER, WILLIAM M	07/08/2016	410477		140794385-1	\$50.00
PP0000775 Totals:						\$50.00
PP0000776	COOPER, DOREEN L	07/22/2016	411382	R00031625	140793585-1	\$60.00
PP0000776 Totals:						\$60.00
PP0000790	HIBLER, JENNIFER MARIE	07/08/2016	410481	R00031337	140792148-1	\$25.00
		07/19/2016	411173	R00031548	140792148-1	\$25.00
PP0000790 Totals:						\$50.00
PP0000805	FOLKER, DENNIS ALAN	07/01/2016	409871		140791374-1	\$100.00
PP0000805 Totals:						\$100.00
PP0000808	WATSON, SCOTT A	07/28/2016	411741		140794867-1	\$26.00
PP0000808 Totals:						\$26.00
PP0000816	WHITED, TYLER SCOTT	07/20/2016	411289	R00031600	140797756-1	\$50.00
		07/20/2016	411289	R00031600	140797757-1	\$125.00
PP0000816 Totals:						\$175.00
PP0000820	STEVENSON, DAIVION K	07/01/2016	409886	R00031112	140794484-1	\$25.00
PP0000820 Totals:						\$25.00
PP0000829	CHRISTIAN, JEREMIAH JOHN	07/02/2016	409931		140790366-1	\$60.00
PP0000829 Totals:						\$60.00
PP0000835	FISHER, BRANDIE ALISHA	07/29/2016	411796	R00031745	140797908-1	\$50.00
PP0000835 Totals:						\$50.00
PP0000841	SUSKO, JESSICA ROSE	07/27/2016	411617	R00031707	140789317-1	\$74.00
		07/27/2016	411617	R00031707	140789318-1	\$76.00
PP0000841 Totals:						\$150.00
PP0000848	BONE-MILLER, KARLA JO	07/13/2016	410728	R00031428	140790200-1	\$60.00
* PP0000848 Totals:						\$60.00

* Indicates an overpayment was made on the Payment Plan

PP0000857	CURTIS, CHELSEA CORRINE	07/20/2016	411296		140794514-1	\$59.00
PP0000857 Totals:						\$59.00
PP0000858	KERR, SHEREE M	07/27/2016	411640	R00031713	140793368-1	\$110.00
PP0000858 Totals:						\$110.00
PP0000862	MARCUS, DEVON ALEXANDER	07/25/2016	411489	R00031666	140796815-1	\$56.50
PP0000862 Totals:						\$56.50
PP0000866	MURAR, MAURA ANNE	07/13/2016	410673		140792232-1	\$75.00
PP0000866 Totals:						\$75.00
PP0000875	ALONZO, BRIANNA LORI	07/25/2016	411466	R00031638	140788792F-1	\$100.00
		07/25/2016	411466	R00031638	140788792-1	\$110.00
PP0000875 Totals:						\$210.00
PP0000876	RESENDIZ-MARQUEZ, JOSE LUIS	07/27/2016	411606	R00031705	140797834-1	\$40.00
PP0000876 Totals:						\$40.00
PP0000878	WAKEFIELD, DARREN WADE	07/25/2016	411467	R00031640	140794689-1	\$210.00
* PP0000878 Totals:						\$210.00
PP0000882	DAVIS, NICHOLAS EDWARD	07/29/2016	411792	R00031741	140797837-1	\$47.00
* PP0000882 Totals:						\$47.00
PP0000884	FRANK, AARON GENE	07/05/2016	409955		140796909-1	\$88.00
PP0000884 Totals:						\$88.00
PP0000886	WEARY, DARREN O JR	07/15/2016	411002	R00031499	140793343-1	\$65.00
PP0000886 Totals:						\$65.00
PP0000889	BOUNDS, TINA L	07/06/2016	410207		140794482-1	\$25.00
PP0000889 Totals:						\$25.00
PP0000895	BARRERA, ERIN LENNETTE	07/26/2016	411502		140798317-1	\$40.00
PP0000895 Totals:						\$40.00
PP0000896	TURNER, ANGELA J	07/01/2016	409837	R00031091	140796776-1	\$50.00
		07/28/2016	411724		140796776-1	\$50.00
PP0000896 Totals:						\$100.00
PP0000897	FORMBY, ADAM MICHAEL	07/01/2016	409863		140792280-1	\$38.00
PP0000897 Totals:						\$38.00
PP0000899	GILMORE, MELANIE K	07/01/2016	409880	R00031107	140799664-1	\$30.00
* PP0000899 Totals:						\$30.00
PP0000903	RADSPINNER, SHELLY D	07/01/2016	409874		140796923-1	\$100.00
PP0000903 Totals:						\$100.00
PP0000904	LEWIS, CARLTON J	07/07/2016	410442	R00031313	140799196-1	\$50.00
		07/20/2016	411229	R00031573	140799196-1	\$50.00
PP0000904 Totals:						\$100.00
PP0000906	BLACK, BRANDON LLOYD	07/13/2016	410763	R00031450	140797213-1	\$20.00
PP0000906 Totals:						\$20.00
PP0000908	MARIN, CHRISTINE MARIE	07/06/2016	410202	R00031245	140791415-1	\$25.00
		07/20/2016	411214	R00031556	140791415-1	\$25.00
PP0000908 Totals:						\$50.00
PP0000909	PLUMA-SANCHEZ, FRANCISO	07/01/2016	409881	R00031108	140799631-1	\$25.00
		07/01/2016	409881	R00031108	140799629-1	\$125.00
PP0000909 Totals:						\$150.00
PP0000912	WEST, ZACHARY MORGAN	07/13/2016	410705		140799796-1	\$225.00
PP0000912 Totals:						\$225.00
PP0000913	ESTELL, TIMOTHY RAMONE II	07/07/2016	410409		121160384-1	\$200.00
		07/29/2016	411799		140789936-1	\$79.50
		07/29/2016	411799		121160384-1	\$70.50
PP0000913 Totals:						\$350.00
PP0000919	CARON, EDMOND J	07/01/2016	409926		140799163-1	\$280.00
		07/01/2016	409926		140799164-1	\$127.00
PP0000919 Totals:						\$407.00
PP0000920	CORUM, GABRIELLE NICOLE	07/22/2016	411389	R00031630	101905334-1	\$195.00
PP0000920 Totals:						\$195.00

* Indicates an overpayment was made on the Payment Plan

PP0000921	BICHSEL, JOSHUA LYN	07/20/2016	411206	R00031553	140797261-1	\$28.00
* PP0000921 Totals:						\$28.00
PP0000924	ATCHISON, CHEYENNE RENEE	07/05/2016	410084		140799609-1	\$50.00
PP0000924 Totals:						\$50.00
PP0000926	JONES, TAJALA RENA	07/15/2016	411011	R00031508	140796436-1	\$50.00
PP0000926 Totals:						\$50.00
PP0000928	DAVIS, ANGELA MAE	07/01/2016	409866		140796399-1	\$100.00
		07/26/2016	411546		140796400-1	\$147.00
		07/26/2016	411546		140796399-1	\$23.00
		07/30/2016	411817		140796400-1	\$78.00
PP0000928 Totals:						\$348.00
PP0000929	SAXTON, PORTER EDWIN	07/27/2016	411565	R00031687	140799821-1	\$113.00
* PP0000929 Totals:						\$113.00
PP0000930	MUDER, HOLLYANNE R	07/05/2016	410101	R00031174	140797165-1	\$225.00
		07/05/2016	410101	R00031174	140797164-1	\$113.00
* PP0000930 Totals:						\$338.00
PP0000931	SIMS, MONTEL CORWON	07/15/2016	411001		140791404-1	\$2.00
		07/15/2016	411001		140791403-1	\$123.00
PP0000931 Totals:						\$125.00
PP0000932	BAUTISTA, SHERRY D	07/01/2016	409903	R00031133	140795809-1	\$60.00
		07/11/2016	410624	R00031385	140795809-1	\$53.00
		07/11/2016	410624	R00031385	140795810-1	\$67.00
PP0000932 Totals:						\$180.00
PP0000933	WALTERS, CHERYL DEAN	07/07/2016	410411	R00031311	140799637-1	\$50.00
PP0000933 Totals:						\$50.00
PP0000936	MONARREZ, DELORES	07/07/2016	410443	R00031314	140794524-1	\$50.00
		07/26/2016	411538	R00031679	140794524-1	\$50.00
PP0000936 Totals:						\$100.00
PP0000937	NEAL, CHRISTOPHER DWAYNE	07/06/2016	410170	R00031220	140796502-1	\$50.00
		07/20/2016	411227	R00031568	140796502-1	\$50.00
PP0000937 Totals:						\$100.00
PP0000939	COATES, DEAN ADAM	07/29/2016	411797	R00031746	140797159-1	\$120.00
PP0000939 Totals:						\$120.00
PP0000945	CLARK, KENDALE JOHN	07/21/2016	411333	R00031607	140797175-1	\$50.00
PP0000945 Totals:						\$50.00
PP0000946	SOUDERS, LINDA MICHELLE	07/03/2016	409933		140798583-1	\$50.00
PP0000946 Totals:						\$50.00
PP0000947	GOLDSTON, GENE LAMONT	07/15/2016	411007	R00031504	140799791-1	\$25.00
PP0000947 Totals:						\$25.00
PP0000950	FRAZIER, ARTHUR RAY	07/01/2016	409906	R00031136	140798329-1	\$113.00
		07/01/2016	409906	R00031136	140798328-1	\$150.00
PP0000950 Totals:						\$263.00
PP0000952	RIGGERT, CHRISTOPHER WARREN	07/01/2016	409901	R00031131	140792309-1	\$131.00
PP0000952 Totals:						\$131.00
PP0000953	DECK, JO MARIE	07/22/2016	411377	R00031620	140797293-1	\$100.00
PP0000953 Totals:						\$100.00
PP0000954	STALLINGS, DARRIN M	07/06/2016	410193	R00031241	140799150-1	\$30.00
PP0000954 Totals:						\$30.00
PP0000956	BROWN, JACLYN MAE	07/04/2016	409952		140801034-1	\$20.00
PP0000956 Totals:						\$20.00
PP0000958	DIPASQUALE, NATHANAEAL CLAY	07/14/2016	410863		140789494-1	\$50.00
PP0000958 Totals:						\$50.00
PP0000960	HISLE, WILLIAM JACK	07/05/2016	410078	R00031160	140795813-1	\$58.00
PP0000960 Totals:						\$58.00
PP0000966	JULO, SHELBY ORION	07/08/2016	410489	R00031344	140797246-1	\$50.00
		07/22/2016	411372	R00031619	140797246-1	\$50.00
PP0000966 Totals:						\$100.00

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PP0000967	LOCKETT, MATTHEW L	07/15/2016	411006	R00031503	140799661-1	\$30.00
		07/29/2016	411793	R00031742	140799661-1	\$30.00
PP0000967 Totals:						\$60.00
PP0000970	HANSEN, KAITLYN MARIE	07/05/2016	410079	R00031161	140796980-1	\$35.00
		07/18/2016	411116		140796980-1	\$35.00
PP0000970 Totals:						\$70.00
PP0000971	WILLIAMS, JEFFREY WAYNE	07/01/2016	409877		140796488-1	\$57.00
		07/15/2016	411021		140796488-1	\$56.00
PP0000971 Totals:						\$113.00
PP0000972	LE, ANH THU N	07/02/2016	409927		140796311-1	\$225.00
PP0000972 Totals:						\$225.00
PP0000976	MOORE, JOSHUA ALEN	07/29/2016	411810	R00031751	140793885-1	\$125.00
		07/29/2016	411810	R00031751	140793886-1	\$75.00
PP0000976 Totals:						\$200.00
PP0000980	SLATER, TRENA MARIE	07/08/2016	410511		140799728-1	\$50.00
		07/23/2016	411390		140799728-1	\$50.00
PP0000980 Totals:						\$100.00
PP0000981	DAVIS, VIKTOR DEVONTE	07/16/2016	411038		140795925-1	\$100.00
PP0000981 Totals:						\$100.00
PP0000983	PERRY, JOHN ANTHONY	07/06/2016	410308	R00031290	140790343-1	\$50.00
		07/20/2016	411231	R00031575	140790344-1	\$7.00
		07/20/2016	411231	R00031575	140790343-1	\$43.00
PP0000983 Totals:						\$100.00
PP0000984	MCCROREY, AARON SCOTT	07/27/2016	411573	R00031695	121165418-1	\$113.00
* PP0000984 Totals:						\$113.00
PP0000987	HARRIS, GERALD RAYMOND II	07/29/2016	411776	R00031729	070758280-1	\$61.50
		07/29/2016	411776	R00031729	070758266-1	\$118.50
PP0000987 Totals:						\$180.00
PP0000990	OLSON, CLARISSA MARIE	07/22/2016	411370		140798247-1	\$50.00
PP0000990 Totals:						\$50.00
PP0000995	TYLER, JENNIFER LEE	07/13/2016	410780	R00031456	140801120-1	\$40.00
PP0000995 Totals:						\$40.00
PP0000996	ANDERSON, NICHOLAS L	07/13/2016	410795	R00031460	140798424-1	\$180.00
PP0000996 Totals:						\$180.00
PP0000997	JACKSON, CASSANDRA NOEL	07/13/2016	410801	R00031464	140797327-1	\$70.00
		07/15/2016	411000		140797327-1	\$59.00
PP0000997 Totals:						\$129.00
PP0000998	BARBER, CHRYSTAL LYNN	07/13/2016	410803	R00031466	140799711-1	\$80.00
PP0000998 Totals:						\$80.00
PP0001000	SPINKS, DAKOTA L	07/20/2016	411210	R00031555	140798381-1	\$100.00
PP0001000 Totals:						\$100.00
PP0001002	SPINKS, PATRICIA E	07/20/2016	411209	R00031554	140798382-1	\$100.00
PP0001002 Totals:						\$100.00
PP0001003	WASHINGTON, SYLVESTER B	07/13/2016	410826	R00031470	140800068-1	\$30.00
		07/22/2016	411381	R00031624	140800068-1	\$30.00
PP0001003 Totals:						\$60.00
PP0001005	MCKEE, JESSE MELVIN DALTON	07/13/2016	410830	R00031473	140799249-1	\$60.00
		07/29/2016	411786		140799249-1	\$20.00
PP0001005 Totals:						\$80.00
PP0001006	EDMONDS, SANDRA Y	07/21/2016	411354		140797281-1	\$300.00
PP0001006 Totals:						\$300.00
PP0001007	TURNER, STEPHON J	07/13/2016	410836	R00031475	140798442-1	\$50.00
PP0001007 Totals:						\$50.00
PP0001017	BESSENBACHER, JASON SETH	07/20/2016	411264	R00031592	140798105-1	\$30.00
PP0001017 Totals:						\$30.00
PP0001020	EVANS, NICHOLA LYNE	07/20/2016	411270	R00031595	140799940-1	\$50.00
PP0001020 Totals:						\$50.00

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PP0001021	ROPER, JANET SUE	07/27/2016	411591	R00031698	140801141-1	\$25.00
PP0001021 Totals:						\$25.00
PP0001023	EVERETT, JOSEPH DALTON	07/22/2016	411388	R00031629	140796484-1	\$10.00
PP0001023 Totals:						\$10.00
PP0001024	JOHNSON, BRIAN KEITH	07/20/2016	411295	R00031603	140796307-1	\$20.00
PP0001024 Totals:						\$20.00
PP0001028	CLARY, KENNETH LEE JR	07/27/2016	411615	R00031706	140798621-1	\$100.00
PP0001028 Totals:						\$100.00
PP0001032	YOUNG, ANDREW COREY	07/27/2016	411636	R00031711	140799666-1	\$20.00
PP0001032 Totals:						\$20.00
PP0001035	KELLEY, THOMAS MAXWELL	07/29/2016	411804	R00031749	140798107-1	\$63.00
PP0001035 Totals:						\$63.00
PP0001043	PAARMAN, GREG E	07/27/2016	411652	R00031717	140799616-1	\$20.00
PP0001043 Totals:						\$20.00

Report Totals

\$11,381.50

* Indicates an overpayment was made on the Payment Plan



My Filed Or Closed Cases Listing

Belton

8/2/2016 4:53:35 PM

Totals For Filed Date From 07/01/2016 To 07/31/2016

Posted Fee Totals For Posted Date From 07/01/2016 To 07/31/2016

Violations By Filed Date

City Ordinance	185
IPMC CODE	1
MOVING TRAFFIC	431
Traffic	128
UNIFIED DEVELOPMENT CODE	5
UNUSED	1
Total Violations Filed:	751

Violations Completed-Paid Fines By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	1
MOVING TRAFFIC	148
Parking	1
Traffic	90
CL	240
Total Violations Completed-Paid Fines:	240

Violations Completed-Before Judge By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	53
IPMC CODE	1
MOVING TRAFFIC	69
Traffic	158
UNIFIED DEVELOPMENT CODE	2
UNUSED	3
CL	286



My Filed Or Closed Cases Listing

Belton

8/2/2016 4:53:35 PM

Totals For Filed Date From 07/01/2016 To 07/31/2016

Posted Fee Totals For Posted Date From 07/01/2016 To 07/31/2016

Violations Completed-Before Judge By Filed Date

DS-DISMISSED SC PP RECALCULATED/PAID

City Ordinance	23	
D\$		23

DC-Dismissed by Complainant

City Ordinance	6	
DC		6

DI-CLOSED BY SIS

City Ordinance	6	
IPMC CODE	2	
MOVING TRAFFIC	6	
UNUSED	5	
DI		19

DJ-Dismissed by Judge

City Ordinance	3	
DJ		3

DP-Dismissed by Prosecutor

City Ordinance	18	
MOVING TRAFFIC	34	
Traffic	2	
DP		54

DW-DISMISSED NO WITNESS

City Ordinance	14	
MOVING TRAFFIC	1	
DW		15



My Filed Or Closed Cases Listing

Belton

8/2/2016 4:53:35 PM

Totals For Filed Date From 07/01/2016 To 07/31/2016

Posted Fee Totals For Posted Date From 07/01/2016 To 07/31/2016

Violations Completed-Before Judge By Filed Date DX-FOUND NOT GUILTY AT TRIAL

City Ordinance	3	
MOVING TRAFFIC	70	
Traffic	2	
DX		75
Total Violations Completed-Before Judge:		481

Violations Completed-Other By Filed Date DS-DISMISSED STATE CHARGES

City Ordinance	1	
MOVING TRAFFIC	1	
DS		2

VD-Voided Docket

City Ordinance	2	
VD		2
Total Violations Completed-Paid Fines:		4



My Filed Or Closed Cases Listing

Belton

8/2/2016 4:53:35 PM

Totals For Filed Date From 07/01/2016 To 07/31/2016

Posted Fee Totals For Posted Date From 07/01/2016 To 07/31/2016

Total Violations Completed-Paid Fines:	240
Total Violations Completed-Before Judge:	481
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	4
<hr/>	
Total Violations Completed:	725
Total Violations Filed:	751
<hr/>	
Net Difference Filed - Completed:	26

Warrants Issued

City Ordinance	140		
MOVING TRAFFIC	165		
Traffic	77		
Total Warrants Issued:	382	Total Violations:	382

Warrants Cleared

City Ordinance	106		
IPMC CODE	1		
MOVING TRAFFIC	88		
Traffic	33		
UNUSED	3		
Total Warrants Cleared:	231	Total Violations:	231

Total Warrants Issued:	382
Total Warrants Cleared:	231
Net Difference:	151



My Filed Or Closed Cases Listing

Belton

8/2/2016 4:53:35 PM

Totals For Filed Date From 07/01/2016 To 07/31/2016

Posted Fee Totals For Posted Date From 07/01/2016 To 07/31/2016

Violations Completed-Other Paid By Filed Date

AJ-SUSPENDED IMPOSITION OF SENTEN

City Ordinance	2	
MOVING TRAFFIC	4	
AJ		6

CD-Completion date for school(s)

City Ordinance	1	
MOVING TRAFFIC	3	
CD		4

CL-CLOSED FOUND GUILTY

City Ordinance	1	
MOVING TRAFFIC	2	
Traffic	1	
CL		4

CN-Continued Arraignment

Traffic	1	
CN		1

CS-Community Service Hours

City Ordinance	1	
CS		1

PP-Payment plan

City Ordinance	15	
MOVING TRAFFIC	38	
Traffic	11	



My Filed Or Closed Cases Listing

Belton

8/2/2016 4:53:35 PM

Totals For Filed Date From 07/01/2016 To 07/31/2016

Posted Fee Totals For Posted Date From 07/01/2016 To 07/31/2016

Violations Completed-Other Paid By Filed Date

UNUSED 3

PP 67

PV-PROBATION VIOLATION ISSUED

MOVING TRAFFIC 2

PV 2

WI-Warrant Issued

City Ordinance 1

MOVING TRAFFIC 1

WI 2

Total Violations Completed-Other Paid: 87



My Filed Or Closed Cases Listing

Belton

8/2/2016 4:53:35 PM

Posted Fee Totals For Posted Date From 07/01/2016 To 07/31/2016

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$2,340.00
CC (76)	COURT COSTS	\$5,266.88
CN (CA)	COURT NOTIFCATION AUTOMATION	\$947.12
CVC2 (74)	CRIME VICTIMS CITY	\$178.34
CVS2 (CV)	CRIME VICTIMS STATE	\$3,608.37
DM (82)	DOMESTIC VIOLENCE	\$964.00
DWI (77)	DWI RECOVERY COST	\$300.00
FINE (76)	FINE	\$66,861.38
ILFC (83)	ILF- CITY	\$522.63
IS (IS)	INMATE SECURITY FUND	\$964.00
RST (RS)	RESTITUTION	\$1,287.00
RTNCK (CRF)	RETURN CHECK FEE	\$40.00
SR (SR)	SHERIFF RETIREMENT	\$1,518.22
TFC (78)	TRAINING FUND CITY	\$962.00
TFS (81)	TRAINING FUND STATE	\$506.06

Report Totals:

\$86,266.00

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 checked="" type="checkbox"/>	
		Municipality: Belton	Reporting Period: 7/2016
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 <input checked="" type="checkbox"/>
Municipal Judge(s) CHARLES C. CURRY		Prosecuting Attorney: WILLIAM N. MARSHALL	
II. MONTHLY CASELOAD INFORMATION		Alcohol and Drug Related Traffic	Other Traffic
A. cases (citations / informations) pending at start of month		103	3,299
B. cases (citations / informations) filed		5	530
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		0	10
3. court / bench trial - NOT GUILTY		0	71
4. plea of GUILTY in court		6	229
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	230
6. dismissed by court		0	1
7. <i>nolle prosequi</i>		0	37
8. certified for jury trial (not heard in the Municipal Division)		0	0
9. TOTAL CASE DISPOSITIONS		6	578
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]		102	3,251
E. Trial de Novo and / or appeal applications filed		0	0
III. WARRANT INFORMATION (Pre and Post Disposition)		IV. PARKING TICKETS	
1. # issued during reporting period	382	# issued during period	0
2. # served/withdrawn during reporting period	234	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	1,738		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Belton	Reporting Period: 7/2016
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V. DISBURSEMENTS			
Excess Revenue (minor traffic violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$50,009.62		
Clerk Fee - Excess Revenue	\$4,647.02		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$142.82		
Bond forfeitures (paid to city) - Excess Revenue	\$620.00		
Total Excess Revenue	\$55,419.46		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$17,798.88		
Clerk Fee - Other	\$1,142.49		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace officer Standards and Training (POST) Commission surcharge	\$506.06		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$3,608.37		
Law Enforcement Training (LET) Fund surcharge	\$962.00		
Domestic Violence Shelter surcharge	\$964.00		
Inmate Prisoner Detainee Security Fund surcharge	\$964.00		
Sheriffs' Retirement Fund (SRF) surcharge	\$1,518.22		
Restitution	\$1,287.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$1,720.00		
Total Revenue Other	\$30,471.02		
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		Total Other Disbursements	\$375.52
RETURN CHECK FEE - Excess Revenue	\$40.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$86,266.00
O/R CVC Paid to City - CVC2 (74)	\$35.52	Bond Refunds	\$0.00
DWI RECOVERY COST	\$300.00	Total Disbursements	\$86,266.00

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

.....

FAX transmittal

To: STATISTICS SECTION Fax: 573-526-0338

From: Laura Ellis Date: 8/2/2016

Re: MUN DIV REPORTING FORM Pages: 3 INCL THIS PAGE

CC:

Urgent For Review Please Comment Please Reply Please Recycle

ATTACHED IS THE JULY 2016 MUNICIPAL DIVISION REPORTING FORM FOR THE PERIOD JULY 1, 2016 THROUGH JULY 31, 2016 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 : 08-02-'16 15:35
FAX NO.1 : 816-331-3179
NAME : Belton Mun. Court

FILE NO. : 028
DATE : 08.02 15:34
TO : OSCA STATE RPT
DOCUMENT PAGES : 3
START TIME : 08.02 15:34
END TIME : 08.02 15:35
PAGES SENT : 3
STATUS : OK

*** SUCCESSFUL TX NOTICE ***

BELTON MUNICIPAL COURT
7001 E 163RD ST
BELTON, MO 64013
816-331-2798 phone
816-331-3179 fax

To:	STATISTICS SECTION	Fax:	573-526-0338
From:	Laura Ellis	Date:	8/2/2016
Re:	MUN DIV REPORTING FORM	Pages:	3 INCL THIS PAGE
CC:			
<input type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle			

ATTACHED IS THE JULY 2016 MUNICIPAL DIVISION REPORTING FORM FOR THE PERIOD JULY 1, 2016 THROUGH JULY 31, 2016 FOR THE BELTON MUNICIPAL COURT.

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

**THANK YOU,
LAURA ELLIS**

QUOTE CONFIRMATION



DEAR RYAN COUNTRYMAN,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HFZP197	7/19/2016	HFZP197	2111060	\$6,933.96

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP ProBook 450 G3 - 15.6" - Core i5 6200U - 4 GB RAM - 500 GB HDD	12	4072769	\$577.83	\$6,933.96
Mfg. Part#: W0S85UT#ABA UNSPSC: 43211503 Contract: National IPA Technology Solutions (130733)				

PURCHASER BILLING INFO		SUBTOTAL	
Billing Address: CITY OF BELTON ACCOUNTS PAYABLE 506 MAIN ST BELTON, MO 64012 Phone: (816) 331-4331 Payment Terms: Net 30 Days-Govt State/Local		\$6,933.96	
		SHIPPING \$0.00	
		GRAND TOTAL \$6,933.96	
DELIVER TO		Please remit payments to:	
Shipping Address: CITY OF BELTON RYAN COUNTRYMAN 506 MAIN ST BELTON, MO 64012 Phone: (816) 331-4331 Shipping Method: FEDEX Ground		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION		
	Eric McHugh	(877) 680-6948 ericmch@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwi.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

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STAPLES
Business Advantage

SHIPPING INFORMATION

Jana Sudheimer
CITY OF BELTON
506 MAIN STREET
+ Address Line 3
BELTON, MO 64012 USA
*616 331-4331 x 115

ACCOUNTING INFORMATION

Budget Center
010-1200-400- ▾

PO

PO Release

PAYMENT METHOD

Invoice this account

SUBTOTAL \$334.56

TOTAL \$334.56

Items for Delivery

	ITEM PRICE	QTY	TOTAL
Lexar JumpDrive TwistTurn 16GB USB 2.0 Flash Drive, Black (LJDTT16GABNL) Staples Item # 572925 MFR Item # LJDTT16GABNL Packing Slip Note <input type="text"/>	\$7.89 EA/1	12	\$94.68
V7 Essential, notebook carrying case Staples Item # IM1ZZ0887 MFR Item # CCK13N Packing Slip Note <input type="text"/>	\$19.99 EA/1	12	\$239.88
	SUBTOTAL		\$334.56
	TOTAL		\$334.56

Item	Description	Link	Quantity	Price	Total Price
EnGenius EAP350 N300 High-Power Wireless Gigabit Indoor Access Point/WDS/Repeater	Wifi for City Hall and Annex	https://www.amazon.com/EnGenius-EAP350-High-Power-Wireless-Repeater/dp/B006GTDAE2/ref=sr_1_2?ie=UTF8&qid=1469200246&sr=8-2&keywords=engeniuss+access+point	4	\$ 68.60	\$ 274.40
Push Rods	For pulling cable in the Ceiling	https://www.amazon.com/dp/B000FCDOLE/ref=wl_it_dp_o_pC_nS_ttl?encoding=UTF8&colid=1SDEWKIV78TNF&coliid=IDL93M13STLSG&pssc=1	1	\$ 52.64	\$ 52.64
Infinity Cable CAT6 Solid CMP Plenum 100% Pure Copper, Bulk Cable 1000ft. Pull Box, Blue		https://www.amazon.com/Infinity-Cable-Plenum-Copper-1000ft/dp/B00QL3M16G/ref=sr_1_18?ie=UTF8&qid=1468514661&sr=8-18-spons&keywords=box+of+cat6&pssc=1	1	\$ 239.00	\$ 239.00
Panduit Mini-Com TX6 Plus Giga-Channel Cat6 Jack, Blue, Pack of 24 CJ688TGBU-24		https://www.amazon.com/Panduit-Mini-Com-Plus-Giga-Channel-CJ688TGBU-24/dp/B0058NNDTE/ref=sr_1_4?ie=UTF8&qid=1471264017&sr=8-4&keywords=CJ688TGBU	1	\$ 221.41	\$ 221.41
Klein Tools 56110 6500-Foot Bucket Poly Pull Line with Orange Tracer	Pull String	https://www.amazon.com/Klein-Tools-56110-6500-Foot-Bucket/dp/B0026TA72E/ref=sr_1_4?ie=UTF8&qid=1468514867&sr=8-4&keywords=pull+string	1	\$ 42.67	\$ 42.67
				Total:	\$ 830.12

AN ORDINANCE AMENDING CHAPTER 19 – STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES OF THE CODE OF ORDINANCES AND CHAPTER 34 - STREETS AND SIDEWALKS OF THE UNIFIED DEVELOPMENT CODE TO CREATE A CONSOLIDATED AND COMPLETE CHAPTER 19 - STREETS, SIDEWALKS, RIGHTS-OF-WAY AND OTHER PUBLIC PLACES OF THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI.

WHEREAS, the City of Belton, Missouri Code of Ordinances was recodified in October 2011; and

WHEREAS, the City of Belton, Missouri adopted the Unified Development Code (UDC) December 13, 2011; and

WHEREAS, these amendments bring the City's right-of-way management code in compliance with state law under RSMO 67.1830 to 67.1846; and

WHEREAS, the City Attorney, Public Works Director, City Engineer, Engineering Division and Transportation Division reviewed Chapter 19 – Streets, Sidewalks and Other Public Places of the Code of Ordinances and Chapter 34 - Streets and Sidewalks of the UDC of the City of Belton, Missouri and determined the code and guidance on management of the right-of-way to be deficient and in need of revisions; and

WHEREAS, the amendments reorganize and consolidate the two chapters into one new chapter for clarity, titled Chapter 19 - Streets, Sidewalks, Rights-of-way and Other Public Places. Chapter 34 has been incorporated into the new Chapter 19 with minor revisions because of some duplication. The amended code focuses on the management of the right-of-way and it was determined to be most appropriate to be located in the City of Belton's Code of Ordinances rather than the UDC, where planning standards are the focus; and

WHEREAS, an ordinance amending Chapter 36 - Subdivision Regulations and Appendix A - Schedule of Fees and Values, Part II. – Unified Development Code of the UDC and the Code of Ordinances of the City of Belton Missouri should be passed in conjunction with and complementary to this ordinance; and

WHEREAS, a public hearing was held before the Regular Session City Council Meeting on July 26, 2016 to receive input concerning the amendments to Chapter 19 of the Code of Ordinances, Chapter 34, and 36 of the UDC and Appendix A of the UDC and Code of Ordinances upon proper notice advertised in the Friday, July 8, 2016 edition of *Cass County Democrat Missourian*, a weekly/daily newspaper of general circulation in the County of Cass, State of Missouri; and

WHEREAS, staff presented and received input on the recommended revisions to Chapter 19 of the Code of Ordinances and Chapter 34 of the Unified Development Code to the following groups: Planning Commission on July 18, 2016, the City Council during a Working Session on July 19, 2016, and the Public Works Committee on July 21, 2016. In addition, the recommended revisions have been discussed at the subsequent City Council working and regular sessions since the time it was originally presented; and

WHEREAS, staff recommends to amend and update Chapter 19 - Streets, Sidewalks, and Other Public Places of the Code of Ordinances and Chapter 34 - Streets and Sidewalks of the UDC of the City of Belton, Missouri to create Chapter 19 - Streets, Sidewalks, Rights-of-way and Other Public Place of the Code of Ordinances of the City of Belton, Missouri.

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

Section 1. That the title Chapter 19 – Streets, Sidewalks, and Other Public Places of the Belton Code of Ordinances is hereby amended and revised with the addition of the highlighted text to read as follows and as provided in Exhibit A:

Chapter 19 – Streets, Sidewalks, **Rights-of-way** and Other Public Places.

Section 2. That Chapter 19, Article I – In General, Sections 19-1 – Obstructing public ways through Sections 19-7 – Dumping prohibited of the Belton Code of Ordinances is hereby amended to read as follows with the deletion of the stricken text and the addition of the highlighted text; these sections are modified and incorporated into the new code as provided in Exhibit A.

Code of Ordinances

Chapter 19 – Streets, Sidewalks, Rights-of-way and Other Public Places

ARTICLE I. - IN GENERAL

Sec. 19-1. - Obstructing public ways.

~~No person shall place or erect upon any public way or passageway to any building an obstruction of any type; provided, that this section shall not prevent the duly authorized or required placing of temporary barriers or warning signs for the purpose of safeguarding the public.~~ **Repealed.**

(Code 1976, § 19-1; Ord. No. 67-308, § 6.63, 8-31-1967)

Sec. 19-2. - Obstructing drainage facilities.

~~(a) ————— It shall be unlawful for any person to alter, change or obstruct any drainage facility, including detention or retention ponds, culverts, intakes, curbs, etc., without prior approval of the city engineer.~~

~~(b) ————— It shall be unlawful for any owner or occupier of real property abutting any street or roadway to place or allow to be placed or allowed to remain within any drainage ditch adjoining said street or roadway any trash, junk, debris or any other material which would impede or restrict the flow of water through and along said drainage ditch adjoining said street or roadway.~~

~~(c) ————— It shall be unlawful for any owner or occupier of real property to alter, change or obstruct or permit or allow the continued alteration, changing, or obstruction of any drainage facility, including detention or retention pond, culverts, intakes, curbs, etc., without prior approval of the city engineer.~~

~~(d) ————— Any person convicted of violating the provisions of this section shall be subject to a fine not to exceed \$200.00, in addition to any court costs assessed.~~

Repealed.

(Code 1976, § 19-2; Ord. No. 78-984, §§ 1, 2, 3-27-1979; Ord. No. 88-1857, § 1, 12-13-1988)

Sec. 19-3. - Foliage encroaching upon right-of-way; city authorized to remedy.

~~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, shall at his or her own cost and expense be responsible for trimming, subject to the terms of this section, whatever portion of trees, hedges, shrubs and other vegetation located on such lot or piece of land extend over a public street, alley, street right-of-way or alley right-of-way, sidewalk or other public place. Such parties shall, at their own cost and expense, trim vertically all such vegetation abutting a public sidewalk to be even with the sidewalk's edge, and shall trim such tree limbs to at least 13 feet six inches above the public street, alley, street right-of-way or alley right-of-way, sidewalk, or other public place, so that the limbs will not interfere with persons using the public ways. City personnel may trim, cut, and, if necessary, remove trees, hedges, shrubs and other vegetation, or portions thereof, growing upon or over any public street, alley, street right-of-way or alley right-of-way, sidewalk or other public place within the city which reduces or impairs necessary sight distance requirements at intersections or in cases of hardship.~~ **Repealed.**

(Code 1976, § 19-3; Ord. No. 83-1347, § 1, 4-26-1983; Ord. No. 2009-3520, § 4, 2-24-2009)

Sec. 19-4. - Notice of intent to trim or remove.

~~When any such interfering or encroaching trees, hedges, shrubs or other foliage are part of a residential yard upon which the homeowner lives, city personnel shall leave written notice of their intent to trim, cut or remove foliage at least five working days in advance of such trimming, cutting or removal as provided for herein. However, the failure to~~

~~provide such notice shall not make the city or any of its agents or employees civilly or criminally liable for the failure to abide by the terms hereof. **Repealed.**~~

(Code 1976, § 19-4; Ord. No. 83-1347, § 1, 4-26-1983; Ord. No. 2009-3520, § 2, 2-24-2009)

Sec. 19-5. - Requirements for private driveways along certain roads and streets.

~~(a) — Supervision of department of public works. The public works director, city engineer, or other employee designated by the city manager shall inspect the construction of all driveways to ensure compliance with the latest revision of the city's Design and Construction Manual. Before improvements are complete within the public right-of-way, a right-of-way permit must be issued by the engineering division. All persons and contractors who are engaged in the business of work in the right-of-way shall be required to post a \$200.00 cash bond. All right-of-way permits require a \$5.00 application fee. Additional excavation requirements are outlined in the Unified Development Code, chapter 34, article III.~~

~~(b) — Maintenance. The owner of the property served by a driveway is responsible for the maintenance and safekeeping of the driveway within the public right-of-way. Any such driveway or entrance conduit that collapses, clogs or otherwise fails in its purpose shall be repaired or replaced within a reasonable time after such failure by the property owner or other responsible person.~~

~~(c) — Violation; abatement. The violation of this section is further declared to be a public nuisance subject to abatement as provided in this Code and state law. **Repealed.**~~

(Code 1976, § 19-5; Ord. No. 85-1550, §§ 1, 2, 6-13-1985; Ord. No. 89-1952, § 1, 12-19-1989; Ord. No. 2015-4139, § 3, 10-27-2015)

Sec. 19-6. - Use of skateboards and other like instruments; limitation, penalty for violation.

~~(a) — Term defined. For the purposes of this section, the term "skateboard or other like instrument" shall be deemed to refer to any non-motorized instrument, used to transport persons by means of wheels, rollers, etc., propelled solely by the force of its rider and shall not include any wagon or other device not so propelled.~~

~~(b) — Prohibited in business districts. No person shall use, operate or permit the use or operation of any skateboard or like instrument on any sidewalk, street, parking lot, or other public place in any business district in the city as determined by the city zoning ordinance map, as the same may now exist or as it may be amended to be from time to time.~~

~~(c) — Permitted, where; exceptions. The use of any skateboard or other like instrument as defined in subsection (a) of this section is hereby permitted on all other sidewalks, streets, and other public ways within the city, except state or federal highways or other streets classified as arterial or collector streets on the city zoning map; provided, however, that any person who shall use, operate or permit to be used or operated, any skateboard or like instrument on any street, sidewalk, parking lot, etc.;~~

~~shall do so in a careful and prudent manner so as not to cause or be likely to cause danger to any person or property.~~

~~(d) Yielding right-of-way, etc. The user of any such skateboard or like instrument shall give way to any pedestrian, motor vehicle, bicycle or any other user of the said sidewalk, street, parking lot, etc., and shall not interfere with the proper use of the public way by any other person. Such user shall further obey all traffic laws and ordinances applicable to pedestrians or vehicles at all times.~~

~~(e) Penalty for violation. Every person convicted of a violation of any provision of this section shall be punished by a fine of not more than \$25.00 or by impounding of such person's skateboard or other like instrument for a period not to exceed 90 days, or by any combination thereof, and the chief of police or officer designated by him or her may impound such person's skateboard or other like instrument until the violation charged is determined by the court of competent jurisdiction. **Repealed.**~~

(Code 1976, § 19-6; Ord. No. 89-1897, §§ 1—5, 6-6-1989)

Sec. 19-7. - Dumping prohibited.

~~(a) No person shall dump or deposit or cause to be dumped or deposited any dirt, gravel, rubbish, leaves or other debris including, but not limited to, lumber, paper, trash, concrete or metal in any street, right-of-way, gutter, storm sewer, waterway or drainageway. Erosion of soil which flows onto any street, right-of-way, gutter, storm sewer, waterway or drainageway from property before or during construction shall be considered as depositing dirt, gravel or other construction debris.~~

~~(b) If upon inspection by the building inspector, director of public works or any of their designated representatives, it is determined that dirt, gravel, rubbish, leaves or other debris has been dumped or deposited in any street, right-of-way, gutter, storm sewer, waterway or drainage way in violation of the provisions of this section, he or she shall then notify the responsible permittee and give a four-hour period to make the affected area free and clear of said dirt, gravel or debris. If the city's representative cannot determine which permittee is responsible for cleaning the street's right-of-way, the developer of the land shall be given four hours' notice to make the affected area free of said dirt, gravel or debris. If within the four-hour period the said area is not clear, the director of public works or his or her designate may authorize the city to take necessary action to clean up the said area and assess all charges at an established hourly rate, but in no case will the charges be less than two hours for labor, materials and equipment.~~

~~(c) The director of public works shall provide a fee structure for charges to be assessed for cleanup required by this section. The permittee shall be given 30 days to make payment to the city for any costs incurred to make cleanup. In the event the permittee does not make payment within the 30 days, all costs, including administrative costs, will be assessed. **Repealed.**~~

(Code 1976, § 19-7; Ord. No. 98-2576, § 1, 10-27-1998)

Secs. 19-8—19-32. - Reserved.

Section 3. That Chapter 19, Article II – Abandoned Vehicles and Other Personal Property, Section 19-33 Definitions through Section 19-43 Appeal remain unchanged; these sections are illustrated in Exhibit A.

Section 4. That Chapter 19 is hereby amended and revised with the addition of the following new articles and sections, highlighted, as provided in Exhibit A.

Code of Ordinances

Chapter 19 – Streets, Sidewalks, Rights-of-way and Other Public Places

Articles III – In General,

Section 19-101 through Section 19-110

Article IV – Obstructions, Encroachments, Barriers, Cleaning, and Management,

Section 19-111 through Section 19-121

Article V – Right-of-way Management, Use, Construction, Reconstruction, Improvements and Repairs; Permit/Inspection Requirements,

Section 19-122 through Section 19-165

Article VI – Right-of-Way Violations and Penalties,

Section 19-166 through Section 19-168

Article VII – Right-of-way Other Rights and Laws, and

Section 19-169 through Section 19-171

Article VIII – Vacating Public Ways

Section 19-172 through Section 19-175

Article IX – Access Management Plan

Section 5. That Chapter 34 – Streets and Sidewalks, Article I – In General through Article IV – Vehicles and Property Left on Streets or Public Property is hereby amended and revised to read as follows with the deletion of the stricken text and the addition of the highlighted text; these sections are modified and incorporated into the new code as provided in Exhibit A and the revisions to Chapter 34 are illustrated in Exhibit B.

Chapter 34 - STREETS AND SIDEWALKS

ARTICLE I. - IN GENERAL

Sec. 34-1. - Obstructing public ways.

~~No person shall place or erect upon any public way or passage-way to any building an obstruction of any type; provided that this section shall not prevent the duly authorized or required placing of temporary barriers or warning signs for the purpose of safeguarding the public.~~ **Repealed.**

(UDC 2010, § 9.1; Ord. No. 67-308, § 6.63, 8-31-1967)

Sec. 34-2. - Obstructing drainage facilities.

~~(a) — It shall be unlawful for any person to alter, change or obstruct any drainage facility, including detention or retention ponds, culverts, intakes, curbs, etc., without prior approval of the city engineer.~~

~~(b) — It shall be unlawful for any owner or occupier of real property abutting any street or roadway to place or allow to be placed or allowed to remain within any drainage ditch adjoining said street or roadway any trash, junk, debris or any other material which would impede or restrict the flow of water through and along said drainage ditch adjoining said street or roadway.~~

~~(c) — It shall be unlawful for any owner or occupier of real property to alter, change or obstruct or permit or allow the continued alteration, changing, or obstruction of any drainage facility, including detention or retention pond, culverts, intakes, curbs, etc., without prior approval of the city engineer.~~

~~(d) — Any person convicted of violating the provisions of this section shall be subject to a fine not to exceed \$200.00 in addition to any court costs assessed.~~ **Repealed.**

(UDC 2010, § 9.2; Ord. No. 78-984, §§ 1, 2, 3-27-1979; Ord. No. 88-1857, § 1, 12-13-1988)

Sec. 34-3. - Foliage encroaching upon right-of-way; city authorized to remedy.

~~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, shall at its own cost and expense be responsible for trimming, subject to the terms of this section, whatever portion of trees, hedges, shrubs and other vegetation, located on such lot or piece of land, extend over a public street, alley, street right-of-way or alley right-of-way, sidewalk or other public place. Such parties shall at their own cost and expense trim vertically all such vegetation abutting a public sidewalk to be even with the sidewalk's edge, and shall trim such tree limbs to at least 13 feet six inches above the public street, alley, street right-of-way or alley right-of-way, sidewalk, or other public place, so that the limbs will not interfere with persons using the public ways. City personnel may trim, cut, and if necessary, remove trees, hedges, shrubs and other vegetation, or portions thereof, growing upon or over any public street, alley, street right-~~

~~of-way or alley right-of-way, sidewalk or other public place within the city which reduces or impairs necessary sight distance requirements at intersections or in cases of hardship. **Repealed.**~~

(UDC 2010, § 9.3; Ord. No. 83-1347, § 1, 4-26-1983; Ord. No. 2009-3520, § 4, 2-24-2009)

Sec. 34-4. - Notice of intent to trim or remove.

~~When any such interfering or encroaching trees, hedges, shrubs or other foliage are part of a residential yard upon which the home owner lives, city personnel shall leave written notice of their intent to trim, cut or remove foliage at least five working days in advance of such trimming, cutting or removal as provided for herein. However, the failure to provide such notice shall not make the city or any of its agents or employees civilly or criminally liable for the failure to abide by the terms hereof. **Repealed.**~~

(UDC 2010, § 9.4; Ord. No. 83-1347, § 1, 4-26-1983; Ord. No. 2009-3520, § 2, 2-24-2009)

Sec. 34-5. - Requirements for private driveways along roads and streets.

~~(a) — Supervision of public works department. The public works director, city engineer, or other employee designated by the city manager shall inspect the construction of all driveways to ensure compliance with the following criteria:~~

~~(1) — All storm drainage pipe shall be the size and at a grade and location as required by the public works department.~~

~~(2) — The minimum size of storm drainage pipe shall be 12 inches in diameter and be either Class III reinforced concrete pipe (RCP) or 16-gauge corrugated metal pipe (CMP). The actual diameter shall be a size directed by the public works department.~~

~~(3) — The pipe shall be of such a length that the side slope from the edge of the drive to the ditch line can be maintained on a 3:1 ratio. Flared end sections manufactured for such purpose and approved by the public works department shall be installed on the ends of driveway storm drainage pipe. A drive opening shall not exceed 25 feet in a residential zone and shall not exceed 35 feet in a commercial zone. The pipe shall extend at least five feet beyond the drive openings in addition to the flared end sections.~~

~~(4) — There shall be maintained a minimum of six inches of fill over the top of the drainage pipe.~~

~~(b) — Maintenance. The owner of the property served by a driveway is responsible for the maintenance and safekeeping of the driveway within the public right-of-way. Any such driveway or entrance conduit that collapses, clogs or otherwise fails in its purpose, shall be repaired or replaced within a reasonable time after such failure by the property owner or other responsible person.~~

~~(c) — Violation; abatement. The violation of this section is declared to be a public nuisance subject to abatement as provided in chapter 14 of the Code of Ordinances. **Repealed.**~~

(UDC 2010, § 9.5; Ord. No. 85-1550, §§ 1, 2, 6-13-1985; Ord. No. 89-1952, § 1, 12-19-1989)

Editor's note— Inasmuch as Ord. No. 85-1550, §§ 1, 2, adopted June 13, 1985, did not specify manner of codification, such provisions have been designated by the editor as § 9.5.

Sec. 34-6. - Use of skateboards and other like instruments; limitation, penalty for violation.

~~(a) — Definition. For the purposes of this section the phrase "skateboard or other like instruments" shall be deemed to refer to any non-motorized instrument, used to transport person or persons by means of wheels, rollers, etc., propelled solely by the force of its rider and shall not include any wagon or other device not so propelled.~~

~~(b) — Prohibited in business districts. No person shall use, operate or permit the use or operation of any skateboard or like instrument on any sidewalk, street, parking lot, or other public place in any business district in the city as determined by the city zoning map, as the same may now exist or as it may be amended to be from time to time.~~

~~(c) — Permitted, where; exceptions. The use of any skateboard or other like instrument as defined in subsection (a) of this section is hereby permitted on all other sidewalks, streets, and other public ways within the city, except state or federal highways or other streets classified as arterial or collector streets on the city zoning map; provided, however, that any person who shall use, operate or permit to be used or operated, any skateboard or like instrument on any street, sidewalk, parking lot, etc., shall do so in a careful and prudent manner so as not to cause or be likely to cause danger to any person or property.~~

~~(d) — Yielding right-of-way, etc. The user of any such skateboard or like instrument shall give way to any pedestrian, motor vehicle, bicycle or any other user of the said sidewalk, street, parking lot, etc., and shall not interfere with the proper use of the public way by any other person. Such user shall further obey all traffic laws and ordinances applicable to pedestrians or vehicles at all times.~~

~~(e) — Penalty for violation. Every person convicted of a violation of any provision of this section shall be punished by a fine of not more than \$25.00 or by impounding of such person's skateboard or other like instrument for a period not to exceed 90 days or by any combination thereof, and the chief of police or officer designated by him or her may impound such person's skateboard or other like instrument until the violation charged is determined by the court of competent jurisdiction. **Repealed.**~~

(UDC 2010, § 9.6; Ord. No. 89-1897, §§ 1—5, 6-6-1989)

Sec. 34-7. - Dumping prohibited.

~~(a) — No person, firm or corporation shall dump or deposit or cause to be dumped or deposited any dirt, gravel, rubbish, leaves or other debris including, but not limited to, lumber, paper, trash, concrete or metal in any street, right-of-way, gutter, storm sewer, waterway or drainage way. Erosion of soil which flows onto any street, right-of-way, gutter, storm sewer, waterway or drainage way from property before or during construction shall be considered as depositing dirt, gravel or other construction debris.~~

~~(b) — If upon inspection by the building inspector, director of public works or any of their designated representatives, it is determined that dirt, gravel, rubbish, leaves or other debris has been dumped or deposited in any street, right-of-way, gutter, storm sewer, waterway or drainage way in violation of the provisions of this section, he or she shall then notify the responsible permittee or permittees and give a four-hour period to make the affected area free and clear of said dirt, gravel or debris. If the city's representative cannot determine which permittee is responsible for cleaning the street's right-of-way, the developer of the land shall be given four hours' notice to make the affected area free of said dirt, gravel or debris. If within the four-hour period the said area is not clear, the director of public works or his or her designate may authorize the city to take necessary action to clean up the said area and assess all charges at an established hourly rate, but in no case will the charges be less than two hours for labor, materials and equipment.~~

~~(c) — The director of public works shall provide a fee structure for charges to be assessed for cleanup required by this section. The permittee shall be given 30 days to make payment to the city for any costs incurred to make cleanup. In the event the permittee does not make payment within the 30 days, all costs, including administrative costs, will be assessed.~~

~~(d) — This section does not include a comprehensive list of prohibited discharges to the city's storm sewer system. Refer to Chapter 11, Article V — Illicit Discharges of the City's Code of Ordinances for the comprehensive city code regarding illicit discharges to the city's separated storm sewer system. **Repealed.**~~

(UDC 2010, § 9.7; Ord. No. 98-2576, § 1, 10-27-1998; Ord. No. 2012-3879, § 2, 12-11-2012)

Secs. 34-8—34-32. - Reserved.

ARTICLE II. - VACATING PUBLIC WAYS

Sec. 34-33. - Petition required.

~~Whenever any person, persons or entity's desire to have vacated any public squares, public parks, streets, avenues, alleys, or other highways, or any part thereof, such persons, persons or entity shall petition the city council, giving a distinct description of the property to be vacated, which petition shall be filed with the city clerk for delivery to the city council at their next regular meeting.~~

(UDC 2010, § 9.16; Ord. No. 66-249, § 1, 6-10-1966; Ord. No. 2013-3892, § 2, 3-26-2013)

Sec. 34-34. - Hearing on petition.

~~Upon any request, the city council may instruct the planning commission to hold a public hearing to consider the vacation of any public easement or right-of-way. Such public hearing shall be duly advertised and all property owners abutting such easements or rights-of-way and all utility agencies or companies using such easements shall be~~

~~notified of such proposed vacation at least 14 days prior to the scheduled hearing. The city council, after receiving a recommendation from the planning commission, vacate such easements or rights-of-way; however, no easement may be vacated if any official protest is received from any utility which has lines contained within such easement.~~
Repealed.

(UDC 2010, § 9.17; Ord. No. 66-249, § 1, 6-10-1966; Ord. No. 2013-3892, § 2, 3-26-2013)

Sec. 34-35. - Action on petition.

~~If no opposition is made to such petition at the hearing, the city council may vacate the same with such restrictions and reservations as it deems in the best interest for the public good. If opposition shall be made to the petition by any person or persons owning property abutting on such square, park, street, avenue, alley or highway, the city council may, if it deems advisable, overrule such objection and grant the prayer of the petition or deny the petition or order further hearings into the matter.~~
Repealed.

(UDC 2010, § 9.18; Ord. No. 66-249, § 2, 6-10-1966)

Sec. 34-36. - Reverter.

~~Whenever any public square, street, avenue, alley or other highway shall be vacated in accordance herewith, the same shall revert to the owners of the adjacent lots in proportion as it was taken from them.~~
Repealed.

(UDC 2010, § 9.19; Ord. No. 66-249, § 3, 6-10-1966)

Secs. 34-37—34-60. - Reserved.

ARTICLE III. - EXCAVATIONS

Sec. 34-61. - Provisions declared supplemental.

~~The provisions of this article shall be in addition and supplemental to all other provisions of this Code and the ordinances of the city.~~
Repealed.

Sec. 34-62. - Permit required; exception.

~~Any person or utility company who shall desire to make an excavation in any right-of-way within the city limits shall first obtain a permit from the engineering division of the public works department ("engineering division") for such cut (cost \$5.00). It shall be unlawful for any person, except employees of the city in the course of their employment, to open, dig into, remove the surface from, excavate, bore or tunnel under any street, sidewalk, alley, right-of-way or public place without first obtaining a permit. Any work begun without a permit shall be stopped immediately upon notice from the city inspector. Excavations which are made in emergency situations shall be reported to the public works director on the morning of the next regular workday.~~
Repealed.

Sec. 34-63. - Application for permit, fee.

~~The application for a permit required by this article shall contain such information as the administrative officer deems necessary, and shall be accompanied by a fee in the amount of \$5.00.~~

~~Sec. 34-64. - Application; deposit; repair fee; deposit for permits.~~

~~(a) — Applications for permits shall be accompanied by a copy of the surety and cash bonds required in section 34-65.~~

~~(b) — In addition to all other deposits, repairs on the final surface of asphalt streets will be billed to the contractor or utility at the rate of \$25.00 per square yard.~~

~~(c) — In connection with block cuts if, in the opinion of the engineering division, such cuts substantially reduce the anticipated life of the street surface, he may require that the person or company involved resurface the entire block or some lesser portion thereof so that the entire surface shall be restored to substantially the same condition it was in prior to the time cuts were made. In making this determination, the engineering division shall take into consideration the age of the existing surface, the space between the cuts involved, and the type of paving surface involved.~~

~~(d) — A ten percent penalty shall accrue when billings are not paid within 60 days of receipt of monthly statements. **Repealed.**~~

Sec. 34-65. - Bond required for excavation of right-of-way.

~~All persons and contractors who are engaged in the business of excavating in the right-of-way more than 12 inches in depth below existing ground or hard surface shall be required to post a bond in the amount of \$5,000.00 with sufficient surety to insure compliance with the requirements of this article, and a \$200.00 cash bond. Any contractor who consistently produces faulty backfill may be refused permits at the discretion of the public works director or city manager. When in the opinion of the public works director the volume of the cuts exceeds the city's ability to properly make repairs, the bond requirements may be increased. **Repealed.**~~

Sec. 34-66. - Excessive repair work to be contracted out.

~~When in the opinion of the public works director the volume of paving cuts requested by a contractor exceeds the city's ability to repair the same within a reasonable period of time, the city may, at its option, submit the repair work to public bid and accept the bid of the lowest responsible bidder and in such event shall charge the person or company concerned the actual costs of such repair together with the permit fees involved. **Repealed.**~~

Sec. 34-67. - Traffic, safety requirements.

~~(a) — Traffic lanes and sidewalks shall be left open and maintained on streets while work is in progress. Blocking or barricading of streets and intersections will not be permitted, without the approval of the public works director, who shall in turn notify other departments of the city including the fire and police departments.~~

~~(b) — Persons excavating in streets will be required to provide facilities enabling the use of intersections by pedestrians and driveways by residents located on streets where~~

~~work is in progress. As a protection to traffic and pedestrians, barricades or dirt excavated shall be maintained adjacent to the excavation. When the work concerned is a public hazard, signs signifying the same shall be exhibited. Amber lights or flares shall be maintained on excavations from dusk to daybreak. Such equipment shall be located at each end and along the entire length of the excavation, and unless lights can be observed from any direction, additional lights or flares shall be provided. Lights shall also be maintained on tool boxes, machinery or other equipment left on public streets or alleys.~~ **Repealed.**

Sec. 34-68. - Work to be inspected.

~~The cut and repair of any street or alley shall be under the supervision of the engineering division. If the work is not completed to the satisfaction of the engineering division, the engineering division shall so notify the contractor or applicant by which the street or alley cut is being made and shall state in writing his or her objections thereto. If the contractor does not cause the street or alley repairs to be properly completed within ten days from the receipt of the notice, he shall be deemed to be in violation of this article and the deposit shall be forfeited to the city.~~ **Repealed.**

Sec. 34-69. - Backfill and pavement repairs.

~~(a) — Generally. After the work for which the cut was made has been completed, the backfill and pavement repairs shall be made in accordance with specifications which have been prepared by the engineering division.~~

~~(b) — Asphalt streets. The engineering division shall be notified when the gravel backfill is completed or anticipated to be completed on any asphalt street. It will be the duty of the engineering division to supervise the inspection of the gravel backfill and approve it prior to the pouring of eight inches of unreinforced concrete by the contractor or utility. The street department will then complete the top surface asphalt paving repairs on the cut.~~

~~(c) — Non-asphalt streets. The engineering division shall be notified when the gravel backfill is completed or anticipated to be completed on any non-asphalt street. It will be the duty of the engineering division to supervise the inspection of the gravel backfill and approve it prior to the pouring of the eight-inch slab and top surface concrete paving which will be done by the contractor in one pour.~~ **Repealed.**

Sec. 34-70. - Violations; penalty.

~~Any person violating any provision of this article, or any condition or regulation of a permit hereunder, shall be punished as provided in section 1-18, and furthermore shall be subject to having his or her permit revoked.~~ **Repealed.**

Secs. 34-71—34-98. - Reserved.

ARTICLE IV. - VEHICLES AND PROPERTY LEFT ON STREETS OR PUBLIC PROPERTY

Sec. 34-99. - Definitions.

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~Street or highway means the entire width between the right-of-way lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.~~

~~Vehicle means every device in, upon, or by which any person or property is or may be transported, hauled or drawn upon a highway or street, including, but not limited to, trailers and mobile homes, excepting devices moved by human power or used exclusively upon stationary rails or tracks. **Repealed.**~~

(UDC 2010, § 9.50; Ord. No. 79-1004, § 1, 6-26-1979)

Sec. 34-100. - Reserved.

Editor's note— Ord. No. 92-2090, § 2, adopted January 14, 1992, repealed § 34-100 (formerly § 9.51) which pertained to abandonment of motor vehicles or other personal property derived from Ord. No. 67-281, § 5.85, adopted May 1, 1967 and Ord. No. 68-388, § 1, adopted January 22, 1968.

Sec. 34-101. - Authority to remove and store generally; cost of removal and storage.

~~The police department is hereby authorized in its discretion, in addition to any penalty that may be provided therefor, to remove any stolen, wrecked or abandoned motor vehicle or any other vehicle parked in violation of any provision of this Code or other personal property found upon any public street or other public property in the city and shall keep the same in its custody and control at such place as may be designated by said police department until redeemed by the owner thereof, as hereinafter provided; and all such stolen, wrecked or abandoned motor vehicles or other personal property which now is in the possession and custody of said police department or which may hereafter come into its possession shall be subject to the actual cost of removal or tow in from the public place, and a storage charge cost of \$1.50 per day as long as the same is in the possession and custody of said department or the city. The storage charge of \$1.50 per day referred to in this section, is limited to the charge for storage by the city and does not apply to storage by any private tow agency duly authorized by the city to provide tow services to vehicles which may be impounded by authority of the city. **Repealed.**~~

(UDC 2010, § 9.52; Ord. No. 68-338, § 1, 1-22-1968; Ord. No. 91-2055, § 1, 6-11-1991)

Sec. 34-102. - Enumeration of circumstances authorizing removal from streets and highways.

~~Members of the police department are authorized to have removed at the owner's or occupier's expense a vehicle [or other personal property] from a street or highway to a garage, storage yard or other place of safety under the circumstances hereinafter enumerated:~~

~~(1) — When any vehicle is left unattended upon any bridge, street, viaduct or causeway, or in any tube or tunnel where such vehicle constitutes an obstruction to traffic.~~

~~(2) — When a vehicle upon a highway or street is so disabled as to constitute an obstruction to traffic and the person in charge of the vehicle is by reason of physical injury incapacitated to such an extent as to be unable to provide for its custody or removal.~~

~~(3) — When any vehicle is left unattended upon a street and is so parked illegally as to constitute a definite hazard or obstruction to the normal movement of traffic.~~

~~(4) — Upon the failure of the owner or operator of a vehicle left upon any street or highway to have same removed or caused to be removed from said street or highway upon the request of a police officer when said vehicle constitutes a definite hazard or obstruction to the normal movement of traffic upon said street or highway.~~

~~(5) — When a vehicle is parked on the streets in the same place continuously for 48 hours and a ticket summons has been affixed to the vehicle or presented to the owner or operator.~~

~~(6) — When the driver of any vehicle is taken into custody by the police department and such vehicle would thereby be left unattended upon a street.~~

~~(7) — When any vehicle is found being driven on the streets that is not in proper condition to be driven.~~

~~(8) — When any vehicle is found being on the street, and the driver, owner or person in charge of such vehicle, while driving or in charge of such vehicle, or while such vehicle was parked or stopped, has received a summons to answer to a charge against him or her for violation of a traffic ordinance, and such driver, owner or person in charge has failed to appear and answer to such charge within the specified time.~~

~~(9) — When any vehicle or personal property is directly interfering with the maintenance and care or the emergency use of the streets by any proper department of the city.~~

~~(10) — When a stolen, wrecked or abandoned motor vehicle or other personal property is found on a public street or highway.~~

~~(11) — When removal is necessary in the interest of public safety because of fire, flood, storm or other emergency reason. **Repealed.**~~

(UDC 2010, § 9.53; Ord. No. 67-281, § 5.85, 5-1-1967; Ord. No. 68-338, § 1, 1-22-1968; Ord. No. 79-1004, § 2, 6-26-1979)

Sec. 34-103. - Notice to owner of removed vehicle.

~~Whenever an officer removes a vehicle from a street or highway as authorized in this article and the officer knows or is able to ascertain from the registration records in the vehicle the name and address of the owner thereof, such officer shall immediately give or cause to be given notice in writing to such owner of the fact of such removal and the reasons therefor and of the place to which such vehicle has been removed unless said owner is present at the time of towing. In the event any such vehicle is stored in a public garage, a copy of such notice shall be given to the proprietor of such garage.~~ **Repealed.**

(UDC 2010, § 9.54; Ord. No. 68-338, § 1, 1-22-1968; Ord. No. 79-1004, § 3, 6-26-1979)

Sec. 34-104. - Notice to state when vehicle owner unknown.

~~Whenever an officer removes a vehicle from a street under this section and does not know and is not able to ascertain the name of the owner, or for any other reason is unable to give the notice to the owner as hereinbefore provided, and in the event the vehicle is not returned to the owner within a period of three days, then the officer shall immediately send or cause to be sent a written report of such removal by mail to the state department whose duty it is to register motor vehicles, and shall file a copy of such notice with the proprietor of any public garage in which the vehicle may be stored. Such notice shall include a complete description of the vehicle, the date, time and place from which removed, the reasons for such removal, and the name of the garage or place where the vehicle is stored.~~ **Repealed.**

(UDC 2010, § 9.55; Ord. No. 67-281, § 5.85, 5-1-1967; Ord. No. 79-1004, § 4, 6-26-1979)

Sec. 34-105. - Redemption before sale authorized; owner may claim proceeds of sale.

~~Any person claiming to be the owner of any impounded property, as in this article provided, shall make written application therefor to the police department on forms furnished by the finance department and shall furnish to said police department such additional proof as may be required to establish said ownership. If he shall present to said police department said proof of his or her ownership of said impounded property prior to the date of actual sale thereof pursuant to the provisions of this article, then the property itself shall be delivered to said owner under the conditions herein provided; but if said property has been sold, then said department shall endorse its findings of ownership with a copy of the written application addressed to the director of finance and said owner may present said application and findings to the director of finance and if presented within one year after said sale, then such balance of the proceeds of sale, after deductions as in this article provided, shall be paid to said owner.~~ **Repealed.**

(UDC 2010, § 9.56; Ord. No. 67-281, § 5.87, 5-1-1967; Ord. No. 85-1544, § 34, 5-29-1985)

Sec. 34-106. - Procedure for redemption before sale.

~~In accepting payment for removal and storage charges as provided in this article, after proof of ownership and before sale, the police department shall give the person applying~~

~~for the motor vehicle a receipt showing the amount paid. The collections of each day shall be paid to the city collector on or before the close of his or her office on the following day. For the purpose of collecting redemption payments, issuing receipts therefor and accounting for the proceeds thereof, the police department shall appoint one or more of their officers or employees as impounding officers or employees as any others shall be to receive such payments, issue receipts therefor, and account for said proceeds, to the exclusion of all other officers or employees. A bond in favor of the city and covering all of said impounding officers, in the amount as designated in the discretion of the city council shall be provided by the police department, subject to the approval of the director of finance as to its terms and its surety, and after execution said bond shall be deposited with the finance department, division of the treasury. Repealed.~~

(UDC 2010, § 9.57; Ord. No. 67-281, § 5.88, 5-1-1967; Ord. No. 85-1544, § 35, 5-29-1985)

Sec. 34-107. - Sale of unredeemed property required.

~~All motor vehicles and other personal property impounded by the police department pursuant to the provisions of this article and unredeemed by owner thereof for a period of 30 days, shall thereafter be subject to sale by the finance department, division of the treasury to the highest bidder for each or at public auction and the proceeds of said sale shall be applied first, to all removal and storage charges accumulated against each article which shall be deposited with the finance department, division of the treasury, and the balance of said sum, if any, shall be deposited with the finance director and shall be kept in a separate fund for a period of one year from the date of the receipt, and if at the end of said year the former owner of said property has not made satisfactory proof of claim as hereinafter provided, then the balance of said proceeds of sale shall be credited to the general fund of the city. Repealed.~~

(UDC 2010, § 9.58; Ord. No. 67-281, § 5.86, 5-1-1967; Ord. No. 85-1544, § 36, 5-29-1985)

Sec. 34-108. - Procedure for sale.

~~On the first day of each month the police department shall forward to the finance department, division of the treasury, a copy of its official description and all other pertinent information which may be required by the finance department concerning each motor vehicle or other personal property which has been impounded under the provisions of this article and held for a period of 30 days unredeemed by its owner, and thereafter at such intervals as the finance department may determine, public sale shall be held as hereinafter required, but immediately before the actual making of any sales, the finance director shall submit his or her list to the police department of properties to be sold, for the elimination of any impounded articles redeemed and returned to their owners but included within the published advertisement for sale, and immediately after said sale, the finance department shall report to the police department a complete list of all the property sold, including the sale price, all charges as herein provided and the balance, if any, available to the owner. Repealed.~~

(UDC 2010, § 9.59; Ord. No. 67-281, § 5.85, 5-1-1967; Ord. No. 85-1544, § 37, 5-29-1985)

Sec. 34-109. - Advertisement of sale.

~~Whenever the director of finance, under his or her direction, shall decide to offer impounded properties for sale, he shall publish said sale at least once in the city's official newspaper, at least five days before said sale. Such publication shall briefly describe the property and, where motor vehicles are to be sold, shall give the manufacturer's name, model and motor number.~~ **Repealed.**

(UDC 2010, § 9.60; Ord. No. 67-281, § 5.90, 5-1-1967; Ord. No. 85-1544, § 38, 5-29-1985)

Sec. 34-110. - Appeal.

~~Any appeal from the removal, storage and publications costs, if any have been assessed by the police department, shall be to the city council.~~ **Repealed.**

(UDC 2010, § 9.61; Ord. No. 67-281, § 5.87, 5-1-1967)

Secs. 34-111—34-130. - Reserved.

Section 6. That Chapter 34, Article V – Arterial Street Improvements Impact Fee remain unchanged; these sections are illustrated in Exhibit B.

Section 7. This Ordinance shall take effect and be in full force after passage and approval.

Section 8. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: July 26, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2016, and thereafter adopted as Ordinance No. 2016-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2016, 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: August 23, 2016

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 has been working with the City Attorney to make amendments to Chapter 19 – Streets, Sidewalks and Other Public Places of the Code of Ordinances and Chapters 34 – Streets and Sidewalks of the Unified Development Code of the City of Belton, Missouri. The existing right-of-way (ROW) management code is deficient and dispersed between two chapters. Staff has attempted to apply in a consistent manner, but little written guidance causes some difficulties. In addition, the ROW management code is not updated to current state law under RSMO 67.1830 to 67.1846.

The recommended amendments reorganize and consolidate for clarity both Chapter 19 and Chapter 34 into a new Chapter 19 titled Streets, Sidewalks, **Rights-of-Way** and Other Public Places. Chapter 34 has been incorporated into Chapter 19 with minor revisions because of some duplication. The revised code focuses on management of the ROW and it was determined to be most appropriate to be located in the City of Belton's Code of Ordinances rather than the Unified Development Code, where planning standards are the focus. It is standard for Missouri cities in the Kansas City metro to have a comprehensive ROW ordinance and the changes presented in these revisions have been benchmarked and pulled from other Missouri cities including Lee's Summit, Liberty, Boonville, and Creve Coeur.

In conjunction with and complementary to this Council Item are code changes to the Schedule of Fees and Charges and Chapter 36 to reflect the appropriate Public Works Engineering fees and charges in relation to right-of-way permitting, sanitary sewer impact fees, and engineering review fees.

In the July 8, 2016 issue of the Cass County Democrat Missourian, a Notice of Public Hearing for the code changes was advertised. The Public hearing will be held at 7:00 p.m. at City Hall Annex at the start of the July 26, 2016 Regular City Council Meeting.

The recommended revisions were provided in the Council Packet prepared for the July 12, 2016 City Council Regular Session. During the week of July 18, 2016, staff presented the recommend revisions at the Monday Planning Commission Meeting, Tuesday City Council Working Session and Thursday Public Works Committee meeting. Additional discussions have been on-going at the council regular and working sessions since July 12, 2016. The nature of the revisions and the addition of new code is that of a work in progress while input is gathered from all interested parties.

Since the July 26, 2016 Council Packet, the redlined changes have been accepted and all new modifications are illustrated in redlined form.

PROPOSED CITY COUNCIL MOTION:

At the August 23, 2016 City Council Regular Session, authorize and approve the second reading amending Chapter 19 – Streets, Sidewalks and Other Public Spaces of the Code of Ordinances and Chapter 34 – Streets and Sidewalks of the Unified Development Code to create a consolidated and complete Chapter 19 – Streets, Sidewalks, Rights-of-way and Other Public Places of the Code of Ordinances of the City of Belton, Missouri.

BACKGROUND:

As the City of Belton progresses and grows with development, amendments to the code are necessary in order to provide means to administer and manage activity and work within the City in a consistent and fair manner in compliance with state law. Nearly all properties and citizens within the City of Belton are effected by activity and work within the City’s ROW and it is important to local residents, businesses, contractors and service providers that people are held responsible for their work within the ROW for the good of the community.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

At the August 23, 2016 City Council Regular Session, authorize and approve the second reading amending Chapter 19 – Streets, Sidewalks and Other Public Spaces of the Code of Ordinances and Chapter 34 – Streets and Sidewalks of the Unified Development Code to create a consolidated and complete Chapter 19 – Streets, Sidewalks, Rights-of-way and Other Public Places of the Code of Ordinances of the City of Belton, Missouri.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance

Exhibit A – Chapter 19 Redlined – *modified since July 26, 2016 Agenda Packet*

Exhibit B – Chapter 34 Redlined

New ROW Permit – *modified since July 12, 2016 Agenda Packet*

New ROW Traffic Control Permit – *modified since July 12, 2016 Agenda Packet*

Exhibit A

Code of Ordinances, Belton, Missouri

Chapter 19 - STREETS, SIDEWALKS, RIGHTS-OF-WAY AND OTHER PUBLIC PLACES⁽¹⁾

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State Law reference— State highway system, RSMo 227.010; establishment and vacation of roads, public roads generally, RSMo 228.010 et seq.; private roads, RSMo 228.342 et seq.; construction and regulation of public roads, RSMo 229.010 et seq.; permits to move buildings across roads, RSMo 229.230 et seq.; railroad, road, and street crossings, RSMo 229.380 et seq.; removal of plants from highways and roadways prohibited, RSMo 229.475 et seq.; maintenance of public roads, RSMo 231.010 et seq.; procedure for vacation of city streets, RSMo 71.240; streets in subdivisions outside corporate limits of city, RSMo 71.270; annual municipal appropriations for construction and repair of public roads, RSMo 71.340; sidewalk wheelchair ramps, RSMo 71.365; authority for ordinances requiring conspicuous posting of street addresses for fire protection and emergency services purposes, RSMo 67.318; control of streets and sidewalks, RSMo 77.520.

ARTICLE I. – IN GENERAL

Sec. 19-1. – Obstructing public ways. [repealed]

Repealed.

(Code 1976, § 19-1; Ord. No. 67-308, § 6.63, 8-31-1967)

Sec. 19-2. – Obstructing drainage facilities. [repealed]

Repealed.

(Code 1976, § 19-2; Ord. No. 78-984, §§ 1, 2, 3-27-1979; Ord. No. 88-1857, § 1, 12-13-1988)

Sec. 19-3. – Foliage encroaching upon right-of-way; city authorized to remedy. [repealed]

Repealed.

(Code 1976, § 19-3; Ord. No. 83-1347, § 1, 4-26-1983; Ord. No. 2009-3520, § 4, 2-24-2009)

Sec. 19-4. – Notice of intent to trim or remove. [repealed]

Repealed.

(Code 1976, § 19-4; Ord. No. 83-1347, § 1, 4-26-1983; Ord. No. 2009-3520, § 2, 2-24-2009)

Sec. 19-5. – Requirements for private driveways along certain roads and streets. [repealed]

Repealed.

(Code 1976, § 19-5; Ord. No. 85-1550, §§ 1, 2, 6-13-1985; Ord. No. 89-1952, § 1, 12-19-1989; Ord. No. 2015-4139, § 3, 10-27-2015)

Sec. 19-6. – Use of skateboards and other like instruments; limitation, penalty for violation. [repealed]

Repealed.

(Code 1976, § 19-6; Ord. No. 89-1897, §§ 1—5, 6-6-1989)

Sec. 19-7. – Dumping prohibited. [repealed]

Repealed.

(Code 1976, § 19-7; Ord. No. 98-2576, § 1, 10-27-1998)

Secs. 19-8—19-32. - Reserved.

ARTICLE II. – ABANDONED VEHICLES AND OTHER PERSONAL PROPERTY⁽²⁾

Footnotes:

--- (2) ---

State Law reference— Uniform Disposition of Unclaimed Property Act, RSMo 447.500 et seq.; removal of abandoned motor vehicles on public property, RSMo 304.155; removal and disposition of vehicles left unattended or improperly parked on private property, RSMo 304.157; abandonment of motor vehicles prohibited, RSMo 577.080; authority of municipality to remove derelict vehicles as nuisance, RSMo 67.398; possession of derelict vehicles as public nuisance, RSMo 82.291.

Sec. 19-33. – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~Street~~ or Highway means the entire width between the right-of-way lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

Right-of-way; refer to Sec. 19-101. – Definitions.

Street; refer to Sec. 19-101. – Definitions.

Vehicle means every device in, upon, or by which any person or property is or may be transported, hauled or drawn upon a ~~highway~~ or street or right-of-way, including, but not limited to, trailers and mobile homes, excepting devices moved by human power or used exclusively upon stationary rails or tracks.

(Code 1976, § 19-50; Ord. No. 79-1004, § 1, 6-26-1979)

Sec. 19-34. – Authority to remove and store generally; cost of removal and storage.

- (a) The police department is hereby authorized in its discretion, in addition to any penalty that may be provided therefor, to remove any stolen, wrecked or abandoned motor vehicle or any other vehicle parked in violation of any provision of this Code or other personal property found upon any public ~~street~~ right-of-way or other public property in the city and shall keep the same in its custody and control at such place as may be designated by said police department until redeemed by the owner thereof, as hereinafter provided; and all such stolen, wrecked or abandoned motor vehicles or other

personal property which now is in the possession and custody of said police department or which may hereafter come into its possession shall be subject to the actual cost of removal or tow-in from the public place, and a storage charge cost per day in the amount provided in the city schedule of fees and charges as long as the same is in the possession and custody of said department or the city.

- (b) The storage charge is limited to the charge for storage by the city and does not apply to storage by any private tow agency duly authorized by the city to provide tow services to vehicles which may be impounded by authority of the city.

(Code 1976, § 19-52; Ord. No. 68-338, § 1, 1-22-1968; Ord. No. 91-2055, § 1, 6-11-1991)

State Law reference— Municipal authority to remove abandoned motor vehicles on public property, RSMo 304.155.

Sec. 19-35. – Enumeration of circumstances authorizing removal from rights-of-ways, streets and highways.

Members of the police department are authorized to have removed at the owner's or occupier's expense a vehicle or other personal property from a right-of-way, street or highway to a garage, storage yard or other place of safety under the circumstances hereinafter enumerated:

- (1) When any vehicle is left unattended upon any bridge, right-of-way, street, viaduct or causeway, or in any tube or tunnel where such vehicle constitutes an obstruction to traffic.
- (2) When a vehicle upon a right-of-way, highway or street is so disabled as to constitute an obstruction to traffic and the person in charge of the vehicle is by reason of physical injury incapacitated to such an extent as to be unable to provide for its custody or removal.
- (3) When any vehicle is left unattended upon a street or right-of-way and is so parked illegally as to constitute a definite hazard or obstruction to the normal movement of traffic.
- (4) Upon the failure of the owner or operator of a vehicle left upon any right-of-way, street or highway to have same removed or caused to be removed from said right-of-way, street or highway upon the request of a police officer when said vehicle constitutes a definite hazard or obstruction to the normal movement of traffic upon said right-of-way, street or highway.
- (5) When a vehicle is parked on the streets or rights-of-ways in the same place continuously for 48 hours and a ticket summons has been affixed to the vehicle or presented to the owner or operator.
- (6) When the driver of any vehicle is taken into custody by the police department and such vehicle would thereby be left unattended upon a street or right-of-way.
- (7) When any vehicle is found being driven on the streets or rights-of-ways that is not in proper condition to be driven.
- (8) When any vehicle is found being on the street or rights-of-ways, and the driver, owner or person in charge of such vehicle, while driving or in charge of such vehicle, or while such vehicle was parked or stopped, has received a summons to answer to a charge against him or her for violation of a traffic ordinance, and such driver, owner or person in charge has failed to appear and answer to such charge within the specified time.
- (9) When any vehicle or personal property is directly interfering with the maintenance and care or the emergency use of the streets or rights-of-ways by any proper department of the city.
- (10) When a stolen, wrecked or abandoned motor vehicle or other personal property is found on a public right-of-way, street or highway.

(11) When removal is necessary in the interest of public safety because of fire, flood, storm or other emergency reason.

(Code 1976, § 19-53; Ord. No. 67-281, § 5.85, 5-1-1967; Ord. No. 68-338, § 1, 1-22-1968; Ord. No. 79-1004, § 2, 6-26-1979)

Sec. 19-36. – Notice to owner of removed vehicle.

Whenever an officer removes a vehicle from a right-of-way, street or highway as authorized in this article and the officer knows or is able to ascertain from the registration records in the vehicle the name and address of the owner thereof, such officer shall immediately give or cause to be given notice in writing to such owner of the fact of such removal and the reasons therefor and of the place to which such vehicle has been removed unless said owner is present at the time of towing. In the event any such vehicle is stored in a public garage, a copy of such notice shall be given to the proprietor of such garage.

(Code 1976, § 19-54; Ord. No. 68-338, § 1, 1-22-1968; Ord. No. 79-1004, § 3, 6-26-1979)

Sec. 19-37. – Notice to state when vehicle owner unknown.

Whenever an officer removes a vehicle from a right-of-way or street under this article and does not know and is not able to ascertain the name of the owner, or for any other reason is unable to give the notice to the owner as hereinbefore provided, and in the event the vehicle is not returned to the owner within a period of ten days, then the officer shall immediately send or cause to be sent a written report of such removal by mail to the state department whose duty it is to register motor vehicles, and shall file a copy of such notice with the proprietor of any public garage in which the vehicle may be stored. Such notice shall include a complete description of the vehicle, the date, time and place from which removed, the reasons for such removal, and the name of the garage or place where the vehicle is stored.

(Code 1976, § 19-55; Ord. No. 67-281, § 5.85, 5-1-1967; Ord. No. 79-1004, § 4, 6-26-1979)

State Law reference— Report of towing to state highway patrol and notice to owner, RSMo 304.155.

Sec. 19-38. – Redemption before sale authorized; owner may claim proceeds of sale.

Any person claiming to be the owner of any impounded property, as in this article provided, shall make written application therefor to the police department on forms furnished by the department of finance and shall furnish to said police department such additional proof as may be required to establish said ownership. If he or she shall present to said police department said proof of his or her ownership of said impounded property prior to the date of actual sale thereof pursuant to the provisions of this article, then the property itself shall be delivered to said owner under the conditions herein provided; but if said property has been sold, then said department shall endorse its findings of ownership with a copy of the written application addressed to the director of finance and said owner may present said application and findings to the director of finance and if presented within one year after said sale, then such balance of the proceeds of sale, after deductions as in this article provided, shall be paid to said owner.

(Code 1976, § 19-56; Ord. No. 67-281, § 5.87, 5-1-1967; Ord. No. 85-1544, § 34, 5-29-1985)

Sec. 19-39. – Procedure for redemption before sale.

In accepting payment for removal and storage charges as provided in the foregoing sections, after proof of ownership and before sale, the police department shall give the person applying for the motor vehicle a receipt showing the amount paid. The collections of each day shall be paid to the city collector

on or before the close of his or her office on the following day. For the purpose of collecting redemption payments, issuing receipts therefor and accounting for the proceeds thereof, the police department shall appoint one or more of their officers or employees as impounding officers or employees as any others shall be to receive such payments, issue receipts therefor, and account for said proceeds, to the exclusion of all other officers or employees. A bond in favor of the city and covering all of said impounding officers, in the amount as designated in the discretion of the city council, shall be provided by the police department, subject to the approval of the director of finance as to its terms and its surety, and after execution said bond shall be deposited with the department of finance, division of the treasury.

(Code 1976, § 19-57; Ord. No. 67-281, § 5.88, 5-1-1967; Ord. No. 85-1544, § 35, 5-29-1985)

Sec. 19-40. – Sale of unredeemed property required.

All motor vehicles and other personal property impounded by the police department pursuant to the provisions of this article and unredeemed by owner thereof for a period of 30 days shall thereafter be subject to sale by the department of finance, division of the treasury, to the highest bidder for each or at public auction and the proceeds of said sale shall be applied first to all removal and storage charges accumulated against each article which shall be deposited with the department of finance, division of the treasury, and the balance of said sum, if any, shall be deposited with the finance director and shall be kept in a separate fund for a period of one year from the date of the receipt, and if at the end of said year the former owner of said property has not made satisfactory proof of claim as hereinafter provided, then the balance of said proceeds of sale shall be credited to the general fund of the city.

(Code 1976, § 19-58; Ord. No. 67-281, § 5.86, 5-1-1967; Ord. No. 85-1544, § 36, 5-29-1985)

Sec. 19-41. – Procedure for sale.

On the first day of each month the police department shall forward to the department of finance, division of the treasury, a copy of its official description and all other pertinent information which may be required by the department of finance concerning each motor vehicle or other personal property which has been impounded under the provisions of this article and held for a period of 30 days unredeemed by its owner, and thereafter at such interval as the department of finance may determine, public sale shall be held as hereinafter required, but immediately before the actual making of any sales, the finance director shall submit his or her list to the police department of properties to be sold, for the elimination of any impounded articles redeemed and returned to their owners but included within the published advertisement for sale, and immediately after said sale, the department of finance shall report to the police department a complete list of all the property sold, including the sale price, all charges as herein provided and the balance, if any, available to the owner.

(Code 1976, § 19-59; Ord. No. 67-281, § 5.85, 5-1-1967; Ord. No. 85-1544, § 37, 5-29-1985)

Sec. 19-42. – Advertisement of sale.

Whenever the director of finance, under his or her direction, shall decide to offer impounded properties for sale, he or she shall publish said sale at least once in a newspaper of general circulation within the city, at least five days before said sale. Such publication shall briefly describe the property and, where motor vehicles are to be sold, shall give the manufacturer's name, model and motor number.

(Code 1976, § 19-60; Ord. No. 67-281, § 5.90, 5-1-1967; Ord. No. 85-1544, § 38, 5-29-1985)

Sec. 19-43. – Appeal.

Any appeal from the removal, storage and publications costs, if any have been assessed by the police department, shall be to the city council.

(Code 1976, § 19-61; Ord. No. 67-281, § 5.87, 5-1-1967)

ARTICLE III. – IN GENERAL

Sec. 19-101. – Definitions.

The following words, terms, and phrases, when used in this Chapter, shall have the meanings given to them in this section, except where context clearly indicates a different meaning:

Abandoned equipment or facilities means any equipment, materials, apparatuses, devices or facilities that are:

1. Declared abandoned by the owner of such equipment or facilities;
2. No longer in active use, physically disconnected from a portion of the operating facility or any other; or
3. Facility that is in use or in service, and no longer capable of being used for the same or similar purpose for which the equipment, apparatuses or facilities were installed.

Adjoining property owner means a person owning or legally occupying any land abutting a public right-of-way.

Applicant means any person requesting permission to occupy or operate facilities using the right-of-way, or to work, excavate, or locate facilities in the right-of-way.

Charter means the Charter of the City of Belton, Missouri.

City means the City of Belton, Missouri, a municipal corporation and any duly authorized representative.

City Council means the City Council of the City of Belton, Missouri.

City Engineer means the City Engineer of Belton, Missouri, or his or her authorized representative.

Code means the Code of Ordinances of the City of Belton, Missouri.

Commission means the Missouri Public Service Commission.

Construct or construction means and includes construct, install, erect, build, affix or otherwise place any fixed structure or object, in, on, under, through or above the right-of-way.

Cost-Share Program means the program provided by the City where property owners may request that the sidewalk, curb and/or driveway culvert abutting their property be repaired or replaced under a cost-share agreement between the property owner and the City.

Day means calendar day unless otherwise specified.

Design and Construction Manual means the current design and construction specification standards for public streets, private alleys, parking lots and drives, water facilities, sanitary sewer facilities,

stormwater facilities, erosion and sediment control; street lighting; and all related appurtenances adopted by the City Engineer pursuant to the provisions of this Chapter.

Emergency includes, but is not limited to, the following:

1. An unexpected or unplanned outage, cut, rupture, leak or any other failure of a ROW-user's facility that prevents or significantly jeopardizes the ability of a ROW-user to provide service to customers;
2. An unexpected or unplanned outage, cut, rupture, leak or any other failure of a ROW-user's facility that results or could result in danger to the public or a material delay or hindrance to the provision of service to the public if the outage, cut, rupture, leak or any other such failure of ROW-user facilities is not immediately repaired, controlled, stabilized or rectified; or
3. Any occurrence involving a ROW-user's facility that a reasonable person could conclude under the circumstances that immediate and undelayed action by the ROW-user is necessary and warranted.

Excavate, excavating or excavation means any act by which earth, asphalt, concrete, sand, gravel, rock or any other material in or on the ground is cut into, dug, uncovered, removed, tunneled into, bored into, graded, or otherwise displaced, by means of any tools, equipment or explosives, except that the following shall not be deemed excavation:

1. Any de minimis displacement or movement of ground caused by pedestrian or vehicular traffic;
2. The replacement of utility poles and related equipment at the existing general location that does not involve either a street or sidewalk cut; or
3. Any other activity which does not disturb or displace surface conditions of the earth, asphalt, concrete, sand, gravel, rock or any other material in or on the ground.

FCC means Federal Communications Commission.

Facility or facilities means lines, pipes, irrigation systems, wires, cables, conduit facilities, poles, towers, vaults, pedestals, boxes, appliances, antennas, transmitters, gates, meters, appurtenances, or other equipment used for or related to providing service.

Facility based service provider means a service provider owning or possessing facilities in the right-of-way.

Governmental entity means any county, township, city, town, village, school district, library district, road district, drainage or levee district, sewer district, water district, fire district or other municipal corporation, quasi-municipal corporation or political subdivision of the State of Missouri or of any other state of the United States and any agency or instrumentality of the State of Missouri or of any other state of the United States or of the United States.

Missouri One Call means the procedural requirements for excavation and utility safety established by RSMo 319.010, et seq.

Parkway means the area between a property line and the street curb or the edge of pavement, sometimes called boulevards, tree-shelves or snow-shelves.

Pavement means and includes Portland cement concrete pavement, asphalt concrete pavement, asphalt treated road surfaces and any aggregate base material.

Person means any natural or corporate person, business association or business entity including, but not limited to, a corporation, a partnership, a sole proprietorship, a political subdivision, a public or private agency of any kind, a utility, a successor or assign of any of the foregoing, or any other legal entity.

Public improvement means any project undertaken by the City, or its agents, contractors, or subcontractors, or by private development for the construction, reconstruction, maintenance, or repair of any public infrastructure, and including without limitation, streets, alleys, bridges, bikeways, parkways, sidewalks, sewers, drainage facilities, traffic control devices, street lights, public facilities, public buildings or public lands.

Public lands means any real property of the City that is not right-of-way.

Public works committee means the committee of the City Council appointed by the Mayor, with the advice and consent of the City Council, according to the Charter and Code, to advise routine business for the Public Works Department of the City of Belton, Missouri.

Reseller service provider means a right-of-way (ROW) user providing service within the city that does not have its own facilities in the right-of-way, but instead uses the right-of-way by interconnecting with or using the network elements of another ROW-user utilizing the right-of-way, and/or by leasing excess capacity from a facility based service provider.

Restoration means the process by which an excavated right-of-way and surrounding area, including pavement and foundation, is returned to the same condition that existed before the commencement of the work.

Right-of-way means generally public property vested in the City in trust for the citizens, in fee or easement, to which the public has a right to access and use for the purpose intended by the dedication, including but not limited to, the area on, below or above a public sidewalk, roadway, highway, street or alleyway in which the City has an ownership interest, but not including:

1. The airwaves above a public right-of-way with regard to cellular or other non-wire telecommunications or broadcast service;
2. Easements obtained by utilities or private easements in platted subdivisions or tracts;
3. Railroad rights-of-way and ground utilized or acquired for railroad facilities; or
4. Poles, pipes, cables, conduits, wires, optical cables, or other means of transmission, collection or exchange of communications, information, substances, data, or electronic or electrical current or impulses utilized by a utility owned or operated by a governmental entity pursuant to RSMo Chapter 91, or pursuant to a charter form of government.

Right-of-way permit means the authorization to work, excavate, or locate facilities in the right-of-way.

Routine service operation means work that makes no material change to the facilities and does not disrupt traffic.

ROW-user means a person, its successors and assigns, who uses the right-of-way for purposes of work, excavation, provision of services, or to install, construct, maintain, repair facilities, equipment, or structures thereon or adjacent to, for which a right-of-way permit and/or a temporary traffic control permit is required, including but not limited to landowners and service providers. A ROW-user shall not include ordinary vehicular or pedestrian traffic.

Service means a commodity provided to a person by means of a delivery system that is comprised of facilities located or to be located in the right-of-way, including, but not limited to, gas, telephone, cable television, internet services, open video systems, alarm systems, steam, electric, water, telegraph, data transmission, petroleum pipelines, or sanitary sewerage.

Service provider means any person who is a provider of a service for or without a fee that has the requisite certifications and authorizations from applicable governmental entities, including the FCC, to provide such service, including, but not limited to, every cable television service provider, pipeline corporation, gas corporation, electrical corporation, rural electric cooperative, telecommunications company, water corporation, heating or refrigerating corporation or sewer corporation under the jurisdiction of the public service commission; every municipally owned or operated utility pursuant to RSMo Chapter 91, or pursuant to a charter form of government or cooperatively owned or operated utility pursuant to RSMo Chapter 394; every street light maintenance district; every privately owned utility; and every other entity, regardless of its form of organization or governance, whether for profit or not, which in providing a public utility type of service for members of the general public, utilizes pipes, cables, conduits, wires, optical cables, poles, or other means of transmission, collection or exchange of communications, information, substances, data, or electronic or electrical current or impulses, in the collection, exchange or dissemination of its product or services through the public rights-of-way. Service provider includes both facility based service providers and reseller service providers.

Sign means any object, device, display, or structure, or part thereof, that is used to advertise, identify, display, or attract attention to an object, person, institution, organization, business, product, service, event, or location by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination, or projected images. The term "sign" shall not include the following:

- A. Official signs: Signs placed by, or with the permission of, a governmental body, governmental agency, or public authority, such as traffic signs, signals, or regulatory devices or warnings; official emblems, public notices, or official instruments; signs of historical interest; signs designating areas of architectural or historic significance or gateways; or other similar signs or devices. Such signs are authorized within all public rights-of-way or other properties controlled by such governmental body, agency, or authority.

- B. Property address sign: A sign limited in content to the street name and address number of the property to which it is affixed, provided that the sign consists of lettering no larger than three (3) inches on a mailbox.
- C. Sandwich Boards on Main Street.

~~Skateboard means any non-motorized instrument, used to transport persons by mean of wheels, rollers, etc., propelled solely by the force of its rider and shall not include any wagon or other devise not so propelled.~~

Street means the pavement and sub-grade of a City access, local, collector or arterial roadway.

Temporary traffic control means the temporary management of motorized and non-motorized traffic through the use of official traffic control devices, including but not limited to signs, markings, fence, barricades, lights, delineators, and channelizers, as necessary when the construction, repair, removal, excavation, work, events, or other activity, whether within or adjacent to the public right-of-way, impacts normal traffic conditions.

Temporary traffic control permit means the written authorization for a ROW-user to act in a manner that narrows, closes, or otherwise impacts the normal flow of vehicular traffic or pedestrian traffic on any public street or sidewalk.

Wireless transmission provider means a person having facilities within the rights-of-way, which such facilities consist primarily of antennas, transmitters, towers or other appliances or equipment used to deliver a cellular, broadcast, data transmission or other non-wire communications service through the airwaves above the rights-of-way and which attach to either pre-existing or subsequently approved facilities.

Work or working means the construction, excavation, installation, repair or maintenance of any type of facility within the right-of-way, unless an exemption as provided in this Chapter applies to the routine maintenance of the facility.

Yard waste means leaves, grass clippings, weeds, pruning, yard and garden vegetation, and trees.

Sec 19-102. – Design criteria, construction specifications, and standard details.

- A. The Design and Construction Manual is hereby incorporated by reference into the City of Belton Municipal Code for the purpose of providing certain design and construction specifications and standards for enforcement and compliance. The Design and Construction Manual is provided online on the City's website at www.belton.org.
- B. Unless otherwise specified and approved, all public improvements shall be designed, constructed, and inspected in accordance with the Design and Construction Manual.
- C. Private streets shall be constructed to public street standards.

Sec. 19-103. – Cost-share program for sidewalks, curb and gutter and driveway culverts.

The Cost-Share Program was adopted by Resolution 2015-04. The Cost-Share Program details and application are available online at the City's website at www.belton.org.

Sec. 19-104. – Public right-of-way in general.

- A. No person shall construct, repair, damage, deface or obstruct any street, alley, sidewalk, pavement, gutter, bridge, curb, sewer, drain, culvert, lamppost, or street sign or post without permission of the City Engineer and in conformity with specifications promulgated by him or her and approved by the City Council.
- B. No person shall in any way drive upon any sidewalk, pedestrian trail, or curb and gutter system and shall not jump the curb or place a vehicle upon any surface described herein.
- C. All street closing procedures shall be done in conformance with Article V of this Chapter.

Sec. 19-105. – Requirements for private driveways along certain roads and streets.

- A. Supervision by the Department of Public Works. The Public Works Director, City Engineer, or other employee designated by the City Manager shall inspect the construction of all driveway approaches, including but not limited to the portion of the driveway within the right-of-way, to ensure compliance with the latest revision of the City's Design and Construction Manual. Before improvements are commenced within the public right-of-way, a right-of-way permit must be issued by the City Engineer.
- B. Maintenance. The owner of the property served by a driveway is responsible for the maintenance and safekeeping of the driveway up to the curb and gutter if applicable or up to the public street within the public right-of-way. Any such driveway, driveway culvert or driveway pipe that collapses, clogs or otherwise fails in its purpose shall be repaired or replaced within a reasonable time after such failure by the property owner or other responsible person.

Sec. 19-106. – Construction of sidewalks.

- A. All sidewalks constructed upon right-of-way and public sidewalk easements shall be constructed in accordance with the City's Design and Construction Manual (sidewalks outside of right-of-way or public sidewalk easements are private).
- B. Any person or entity constructing a new building, a building addition, major renovations to an existing building (major improvements means improvements exceed 50% of fair market value of renovated structure), or significant site improvements shall be required to construct a public sidewalk, where no sidewalk exists, along the public street frontage in conformance with the Design and Construction Manual. The City Engineer may waive this requirement for minor site improvements or residential areas where the area has undeveloped frontage.
- C. Any person or entity proposing to construct a sidewalk adjacent to or upon any right-of-way or easement shall apply to the City Engineer for approval of the location, dimensions, design and construction methods and materials of such sidewalk. The application shall be in the form of a right-of-way permit and shall conform to the requirements of such permit.

Sec. 19-107. – Maintenance of sidewalks.

- A. It shall be the duty of all persons owning or occupying any real property, fronting upon any street to keep the sidewalks in front and alongside of such property and on the same side of the street, in good repair and order and clean the same and remove from any such sidewalk all ice, snow, earth or other substance that in ~~anywise anyway~~ obstructs or renders the same dangerous, inconvenient or unsafe to any person.
- B. ~~Sidewalks should provide a continuous hard surface for pedestrians. It shall be the duty of all persons owning or occupying any real property, fronting upon any street to construct sidewalks, to the standards of the City's Design and Construction Manual, where sidewalks are missing.~~ Unless approved by the City Engineer, existing sidewalks must be replaced in a timely fashion if removed for any reason.

Sec. 19-108. – Inspections and repair of sidewalks.

It shall be the duty of the Public Works Department to cause all public sidewalks to be inspected by staff, as deemed appropriate. Upon any finding that any such sidewalk is in need of repair or replacement, the Public Works Department shall proceed as follows:

- A. To cause a written notice to be served upon or delivered to the owner(s) of all lots or tracts of land fronting or abutting on the part of said lot of said sidewalk found on inspection to be in need of repair setting forth the following:
 - 1. A description of the location of such portion needing repair including reference to the abutting lots or tracts of land.
 - 2. A description of the nature and extent of the repair needed.
 - 3. Notification of the Cost-Share Program for sidewalks, curb and gutter, and driveway culverts as an option for the property owner.
 - 4. A statement that said portion of said sidewalk is to be repaired at such location to correct the condition described, within thirty (30) days after service or delivery of said notice.
- B. If, at the expiration of thirty (30) days after service or delivery of said notice, said sidewalk shall not be repaired at the location and to the extent required to repair the same as so described, such further proceedings as may be authorized pursuant to Chapter 88, Revised Statutes of the State of Missouri.

Sec. 19-109. – Use of public right-of-way and other public places.

Refer to Article V of this Chapter for right-of-way permitting procedures.

Sec. 19-110. – Prohibition of signs in public right-of-way.

It shall be unlawful for any person to place any sign in any part of the public right-of-way, whether improved or unimproved, or whether or not owned by the City, except by written approval of the Public Works Director and the City Planner or the public agency having jurisdiction. Refer to Chapter 30 of the Unified Development Code of the City of Belton, Missouri for more regulations on signs.

ARTICLE IV. - OBSTRUCTIONS, ENCROACHMENTS, BARRIERS, CLEANING, AND MANAGEMENT

Sec. 19-111. – Obstructions prohibited; exceptions for merchants, etc.

No person shall place or throw, or cause to be placed or thrown, any article, substance, or obstruction of any kind whatsoever upon the street, alley, avenue, public square, pavement, curb and gutter or sidewalk whether declared a public sidewalk or not. Nothing in this section shall be so construed as to prevent any merchant or other person from placing any articles or boxes on the sidewalks while receiving or delivering goods, or forwarding the same, or receiving fuel, not to remain in the street more than one day; or building materials, during the erection of any building, or improvement; provided, that such materials shall not occupy more than one-half (1/2) of the street.

Sec. 19-112. – Obstructing drainage facilities.

- A. It shall be unlawful for any person to alter, change or obstruct any drainage facility, including detention or retention ponds, streams, waterways, culverts, intakes, curbs, etc., without prior approval of the City Engineer.
- B. It shall be unlawful for any owner or occupier of real property abutting any street or roadway to place or allow to be placed or allow to remain within any drainage ditch adjoining said street or roadway any trash, junk, debris or any other material which would impede or restrict the flow of water through and along said drainage ditch adjoining said street or roadway.
- C. It shall be unlawful for any owner or occupier of real property to alter, change or obstruct or permit or allow the continued alteration, changing, or obstruction of any drainage facility, including detention or retention pond, culverts, intakes, curbs, etc., without prior approval of the City Engineer.

Sec. 19-113. – Water over public sidewalks.

No water from any downspout, or from any gutter or drain from any building or premises shall be permitted by the owner of any premises to drain or run onto the surface of any sidewalk, nor across the same, unless it be made to pass through conduits, drains, or pipes placed beneath the surface of the sidewalk.

Sec 19-114. – Playing in the ~~Streets~~streets.

No person shall throw snowballs or engage in any game, sport, or activity likely to injure, frighten or impede the travel of any person upon any street, alley or ~~public place~~right-of-way.

Sec 19-115. – Use of skateboards or other like instruments; limitation penalty for violation.

- A. Prohibited in business districts. No person shall use, operate or permit the use or operation of any skateboard or like instrument on any sidewalk, street, parking lot or other public place in any business district in the city as determined by the city zoning ordinance map, as the same may not exist or as it may be amended to be from time to time.
- B. Permitted, where, exceptions. The use of any skateboard or other like instrument as defined in this Chapter is hereby permitted on all other sidewalks, streets, and other public ways within

the city, except state or federal highways or other streets classified as arterial or collector streets on the city zoning map; provided however, that any person who shall use, operate, or permit to be used or operated, any skateboard or like instrument on any street, sidewalk, parking lot, etc shall do so in a careful and prudent manner so as not to cause or be likely to cause danger to any person or property.

- C. Yielding ROW, etc. The use of any such skateboard or like instrument shall give way to any pedestrian, motor vehicle, bicycle, or any other user of said sidewalk, street, parking lot, etc., and shall not interfere with the proper use of the public way by any other person. Such user shall further obey all traffic laws and ordinances applicable to pedestrians or vehicles at all times.

Sec. 19-116. – Trimming trees and vegetation along streets and sidewalks.

- A. Every owner or occupant of any house, lot or premises in the city, shall keep the trees, bushes, flowers and vegetation (including dead branches, dead trees and dead vegetation), along the street, avenue or sidewalk in front and alongside of such house, building, lot or premises trimmed so that the branches shall not be lower than twelve (12) feet from the surface of such street, avenue or sidewalk nor extend more than one-fourth (1/4) of the distance from the base of such tree over or across such street, avenue or sidewalk.
- B. Refer to Section 28-9. Intersection visibility within the Unified Development Code of the City of Belton, Missouri.

Sec. 19-117. – Right of utility providers to trim trees, shrubs.

The right is hereby granted to all utility providers to trim trees, brush, or hedges upon and overhanging the streets, alleys, sidewalks, and public places of the City so as to prevent such foliage from coming in contact with wires, cables or equipment. All of such trimming shall be done under the supervision and direction of the City Engineer and related permitting processes.

Sec. 19-118. – Yard wastes: leaves, grass clippings, yard and garden vegetation, and trees.

No person shall deposit yard waste within the public right-of-way with the exception of the yard wastes being placed in containers so constructed and maintained as to prevent the dispersal of wastes placed therein upon the premises served, upon adjacent premises, or upon adjacent public rights-of-way and in a timely manner of which the yard waste is to be picked up by the certain service provider.

Sec. 19-119. – Dumping prohibited.

- A. No person shall dump or deposit or cause to be dumped or deposited any dirt, gravel, rubbish, leaves or other debris including, but not limited to, lumber, paper, trash, concrete or metal in any street, right-of-way, gutter, storm sewer, waterway or drainage way. Erosion of soil which flows onto any street, right-of-way, gutter, storm sewer, waterway or drainage way from property before or during construction shall be considered as depositing dirt, gravel or other construction debris.
- B. If upon inspection by City staff, it is determined that dirt, gravel, rubbish, leaves or other debris has been dumped or deposited in any street, right-of-way, gutter, storm sewer, waterway or

drainage way in violation of the provisions of this section, he or she shall then notify City Code Enforcement to remedy and resolve the situation.

Sec. 19-120. – Lawn sprinkler system.

Lawn sprinkler systems may be placed in the City's right-of-way with a proper right-of-way permit. However, the granting of a permit pursuant to this Chapter shall create no easement, license or other right in the landowner, other than the limited permissive use of the City's right-of-way. It shall be a condition of every permit that the landowner shall expressly release, indemnify and hold harmless the City of Belton, and its employees, agents, contractors, lessees, licensees and permittees on City's right-of-way, from any and all liability, claims, suits or demand, whatsoever, which they or others may now have or which may hereafter have arising out of the placement of sprinkler heads or related components in City right-of-way, including but not limited to any damage done to the landowner's sprinkler system as a result of any activities of the City or its employees, agents, contractors, lessees, licensees and permittees, and any damage which the landowner may do to any existing facilities on the City's right-of-way in the course of installing landowner's lawn sprinkler system.

Sec. 19-121. – Reference to other related chapters.

Refer to Chapter 32 and Chapter 36 in the Unified Development Code for additional code pertaining to drainage facilities and stream buffers. Refer to Chapter 10, Article IV – Maintenance of Property in the Code of Ordinances for additional code pertaining to property maintenance.

ARTICLE V. – RIGHT-OF-WAY MANAGEMENT, USE, CONSTRUCTION, RECONSTRUCTION, IMPROVEMENTS AND REPAIRS; PERMIT/INSPECTION REQUIREMENTS

DIVISION 1. – RIGHT-OF-WAY GENERALLY

Sec. 19-122. – Purpose and declaration of policy.

This article is enacted to define the authority of the City and its officers and employees with regard to public ownership, control and management of the right-of-way. The right-of-way is a valuable public resource that has required and will continue to require substantial investment by the City. In particular, this article is enacted to:

- A. Manage the right-of-way to allow efficient location of facilities and maximize services to the citizens of the city.
- B. Allow for the maximum utilization of the City's right-of-way to meet the increasing demands due to technological innovations.
- C. Maintain a competitively-neutral policy to ROW-users and allow the citizens of the city to receive the benefits of market competition.
- D. Facilitate orderly construction and maintenance of facilities in the right-of-way, reduce damage to the facilities of ROW-users, and minimize disruption of service to the citizens of the city.
- E. Encourage responsible construction and maintenance practices in the City right-of-way.

- F. Ensure proper restoration of the City right-of-way pursuant to construction and maintenance of right-of-way facilities.
- G. Minimize the physical disruption of the right-of-way and maintain the aesthetic quality throughout the city.
- H. Minimize impact to vehicular or pedestrian traffic within the right-of-way.
- I. Protect the health, safety and welfare of the citizens of the city.

DIVISION 2. – RIGHT-OF-WAY ADMINISTRATION AND AUTHORITY

Sec. 19-123. – City Engineer.

The City Engineer is the principal city official responsible for administration of the right-of-way registration and permitting processes. The Director of Public Works or City Engineer may delegate any and all duties under this Chapter.

Sec. 19-124. – Public Works Committee.

The Public Works Committee may advise staff under this Chapter and make recommendations to the City Council.

DIVISION 3. – RIGHT-OF-WAY SERVICE PROVIDER REGISTRATION

Sec. 19-125. – Persons who must register.

All Service Providers must register in accordance with this code. ~~Other ROW-users including individual property owners and contractors are not required to register.~~

Sec. 19-126. – Service provider registration.

All existing Service Providers must register within thirty (30) days of the effective date of this Chapter.

- A. Any person who is not a Service Provider prior to the effective date of this Chapter and who wishes to become a Service Provider must first register with the City.
- B. No Service Provider shall be authorized to use the right-of-way in any capacity or manner without registering with the city and obtaining any necessary right-of-way permit or temporary traffic control permit from the City Engineer.
- C. The Service Provider shall be responsible for all costs incurred by the City due to the failure to provide any information to the City required for registration.

Sec. 19-127. – Registration requirements.

A. Requirements and Processing

- 1. Registration shall be accomplished in the form of a letter to the City filed with the City ~~Clerk~~Engineer.
- 2. To be valid, the registration letter must be signed by an authorized representative of the registering Service Provider, contain all required information and be accompanied by a filing fee established in the City's pertinent Schedule of Fees and Charges.
- 3. At any time the City Engineer determines a registration letter does not comply with this code, the City Engineer may return it to a point of contact identified therein with a written explanation of the reason(s) for such return. Filing fees shall not be refunded.

Failure to return a registration letter shall not validate an incomplete or otherwise invalid or void registration letter.

- B. Contents of Registration Letter. A registration letter shall contain or be accompanied by the information required herein. All such information received by the City shall be public, unless confidentiality is requested and permitted by the Missouri Open Meetings Law and other applicable State and Federal law. The information required shall include:
1. Name, address and legal status of the registering person;
 2. Name, title, address, telephone number, e-mail address and fax number of individual(s) authorized to serve as the point of contact between the City and the registering person so as to make contact possible at any time (i.e., twenty-four (24) hours per day, seven (7) days per week);
 3. Description of the general uses made or to be made of the facilities located within the rights-of-way by the registering person, e.g., provision of service(s), transfer or lease of facilities (or portion thereof, including bandwidth) to another person, use of the facilities to transverse the City, construction of facilities to be used at a later date, etc.;
 4. Description of all services provided or to be provided by the registering person to any person located in the City through facilities located within the rights-of-way and an explanation of the registering person's legal qualifications to provide such services, including copies of supporting documentation such as relevant certificates or orders from the Federal Communications Commission, Missouri Secretary of State and/or Missouri Public Service Commission or pertinent rules or Statutes;
 5. A list of authorized agents, contractors or subcontractors eligible to obtain permits on behalf of the Service Provider. A registration may be updated to add such person at the time of permit application if the updated registration is submitted by an authorized representative of the Service Provider.
 6. Current certificates of insurance in accordance with this code.
- C. Notice of Change. Within thirty (30) days of any changes in the information set forth in or accompanying its registration letter, a registered person shall notify the City of any such change. Such notices shall be submitted and processed in the same manner as an initial registration, except the filing fee shall not be required.
- D. Registration Index. The City Engineer shall maintain an index of all registered persons and their point(s) of contact.
- E. Termination of Registration.
1. The City shall have the right to terminate a registration for a substantial and ongoing failure to comply with this Code or other applicable law or for defrauding or attempting to defraud the City. To invoke the provisions of this Section, the City Engineer shall give the person written notice of such intent. If within thirty (30) calendar days following such written notice from the City, the person has not completed corrective action or corrective action is not being actively and expeditiously pursued to the satisfaction of the City Engineer, the City Engineer may commence a proceeding to consider terminating the person's registration, giving written notice of the reasons therefor.
 2. Prior to terminating a registration, the Director of Public Works shall hold a hearing, after giving at least ten (10) calendar days' notice to the person, at which time the person shall be given an opportunity to be heard. Following the hearing, the Director of

Public Works may determine whether to terminate the registration based on the information presented at the hearing and other information of record. If the Director of Public Works determines to terminate a registration, the decision shall be in writing setting forth the reasons therefor. The Director of Public Works may make such decision conditional on a person's failure to resolve outstanding problems or take appropriate steps to resolve such problems within a specific period of time. A copy of such decision shall be provided to the person.

3. Once a registration has been terminated by the City Engineer or Director of Public Works, the person may not register again except upon express written approval by the City Manager, which approval shall be withheld absent clear and convincing evidence that the person has remedied all previous violations and is in full compliance with all laws and will not in the future violate this code or defraud the City.
4. Registration of a public utility that has been legally granted access to the right-of-way shall not be terminated.

Sec. 19-128. – Transferability.

Except as provided in this Chapter, or as otherwise required by law, no registration may be transferred without the written consent of the City. Any person not named on a valid registration, including any affiliates or successors in interest to a registered Service Provider, must register in accordance with this Chapter or receive written authorization to transfer the registration. Written authorization to transfer a registration shall be granted according to the same standards for a registration. The City shall not unreasonably withhold its consent to transfer as provided herein.

DIVISION 4. – RIGHT-OF-WAY PERMITS

Sec. 19-129. – Permits required.

- A. Except as otherwise provided ~~in Sec. 19-140. – Permit exemptions~~ ~~herein~~, no person or ROW-user shall perform work ~~as those terms are defined in Section 19-101 hereof~~, in the right-of-way without a right-of-way permit.
- B. No adjoining property owner shall construct, maintain, or permit in or on the portion of the public right-of-way to which such land is adjacent, any fixed structure, material or object without having obtained the appropriate right-of-way permit.
- C. The application for a right-of-way permit shall be submitted to the City Engineer either by the registered ROW-user or an authorized agent of the ROW-user who will do the work in the right-of-way.
- D. If the City Engineer determines that the applicant has satisfied the requirements of this Chapter, the City Engineer shall issue a right-of-way permit.
- E. Any person who is found to be working in the public right-of-way without a right-of-way permit will be directed to stop the work until a right-of-way permit is acquired and available at the work site, the permit fee shall double and may result in a violation pursuant to this Chapter.
- F. Except as otherwise provided herein, no person or ROW-user shall narrow, close, alter, affect, or otherwise impact the normal flow of vehicular traffic or pedestrian traffic in the right-of-way without a temporary traffic control permit.

- G. The application for a temporary traffic control permit shall be submitted to the City Engineer either by the registered ROW-user or an authorized agent of the ROW-user who will do the temporary traffic control.
- H. If the City Engineer determines that the applicant has satisfied the requirements of this Chapter, the City Engineer shall issue a temporary traffic control permit.
- I. Any person who is found narrowing, closing, altering, affecting or otherwise impacting the normal flow of vehicular traffic or pedestrian traffic in the right-of-way without a temporary traffic control permit will be directed to stop the cause for temporary traffic control, remove all temporary traffic control devices, restore normal traffic conditions and leave the site until a temporary traffic control permit is acquired and available at the site, the permit fee shall double and may result in a violation pursuant to this Chapter.

Sec. 19-130. – Permit form.

- A. The right-of-way permit application shall be on the current form provided by the City Engineer and at a minimum shall include the following:
 - 1. Compliance with all of the necessary registration requirements of this Chapter, including:
 - a. If the applicant is a person other than the registered ROW-user, proof that the applicant is an agent of the registered ROW-user, authorized to do the work in the permit request; or
 - b. If the applicant is not performing work related to facilities in the right-of-way, proof that they are the adjoining property owner or an agent of the adjoining property owner, authorized to do the work in the permit request.
 - 2. Attachments, including engineering drawings, construction plans, profiles, specifications, and as-builts, in the form maintained by the ROW-user, showing the location and area of the proposed project and the location of all existing and proposed facilities at such location; which documents shall be confidential and not disclosed to third parties to the extent permitted by law;
 - 3. A temporary traffic control permit, if applicable;
 - 4. An work plan including a schedule indicating the extent and duration of such plan, including a proposed start and end date;
 - 5. All applicable right-of-way permit fees as provided in this Chapter;
 - 6. Payment of all money due to the City for right-of-way permit fees, for prior work costs, for any loss, damage or expense suffered by the City because of the applicant's prior work in the right-of-way or for any emergency actions taken by the City, unless the payment of such money is in dispute and timely appealed as provided hereafter; and,
 - 7. Certificates of insurance and performance and maintenance bonds as provided in this Chapter.
- B. The temporary traffic control permit application shall be on the form provided by the City Engineer and at a minimum shall include the following:
 - 1. Compliance with all of the necessary registration requirements of this Chapter, including, if the applicant is a person other than the registered ROW-user, proof that the applicant is an agent of the registered ROW-user authorized to do temporary traffic control;

2. Attachments, including engineering drawings, construction plans, traffic control plans, and specifications, in a form acceptable to the City, showing the location and area of the proposed project and the location of all existing and proposed traffic control at such location;
3. A right-of-way permit, if applicable;
4. A schedule indicating the extent and duration of such plan, including a proposed start and end date;
5. All applicable temporary traffic control permit fees as provided in this Chapter;
6. Payment of all money due to the City for temporary traffic control permit fees, for prior temporary traffic control costs, for any loss, damage or expense suffered by the City because of the applicant's prior temporary traffic control in the right-of-way or for any emergency actions taken by the City, unless the payment of such money is in dispute and timely appealed as provided hereafter.

Sec. 19-131. – Permit fees.

- A. The right-of-way permit fee, temporary traffic control permit fee, street cut fee, and re-inspection fee shall be recommended by the City Engineer, approved by the City Council and listed in the Schedule of Fees and Charges maintained in the City Clerk's office.
- B. Fees associated with managing the right-of-way shall be:
 1. Based on the actual, substantiated costs reasonably incurred by the City in managing the right-of-way;
 2. Based on an allocation among all users of the right-of-way, including the City, which shall reflect the proportionate costs imposed on the City by each of the various types of uses of the right-of-way;
 3. Imposed on a competitively neutral and nondiscriminatory basis; and
 4. Imposed in a manner so that aboveground uses of the right-of-way do not bear costs incurred by the City to regulate underground uses of the right-of-way.
- C. In determining the actual costs reasonably incurred by the City in managing the right-of-way, the City may include the following:
 1. The cost of issuing, processing and verifying right-of-way permit and temporary traffic control permit applications;
 2. The cost of inspecting job sites, traffic control installations and conditions, and restoration projects;
 3. The cost of protecting or moving ROW-user's construction equipment and materials after reasonable notification to the ROW-user;
 4. The cost of determining the adequacy of public right-of-way restoration;
 5. The cost of restoring temporary traffic control, work inadequately performed after providing notice and the opportunity to correct the temporary traffic control, work, including re-inspection fees; and
 6. The cost of revoking right-of-way permits or temporary traffic control permits.
- D. Fees paid for a right-of-way permit or a temporary traffic control permit, which is subsequently revoked by the City Engineer, are not refundable.
- E. The right-of-way permit fee shall be imposed based on the following, as determined to be appropriate and fitting by the City Engineer:

1. A base permit fee. The base permit fee includes costs to recover the time spent on each permit for administrative services, permit and plan review, permit coordination, inspection of the work, and locating City utilities.
 2. Additional work fees. Additional work fees include costs to recover work on linear facilities and street cuts.
 - (1) Linear facility recovery costs include the time spent inspecting the work and locating City utilities on a per foot basis.
 - (2) Street cut recovery costs include time spent inspecting the work.
 3. A re-inspection fee. A re-inspection fee will be charged if the ROW-user requests an inspection and is either not prepared for the inspection or work is not compliant, as determined by the inspector, therefore requiring an additional inspection(s).
 4. For ROW-users performing work under special or unique circumstances, which may include:
 - a) abnormal site plan;
 - b) accelerated time frame;
 - c) expansive or large scale work; and/or
 - d) atypical or unique facility;

additional fees covering actual, substantiated costs reasonably incurred by the City to manage said work shall be applied, in addition to Sub-Sections 1-3 above. These additional fees shall be determined by the City Engineer with the approval of the City Manager prior to administering the permits or as special or unique circumstances arise.
 5. Payment of all permit fees shall be received prior to permit issuance and/or commencement of work.
- F. The temporary traffic control permit fee shall be imposed based on a per daily basis and dependent upon the Schedule of Fees and Charges and factors including but not limited to the roadway functional classification and reason for permit. If the temporary traffic control permit requires additional City resources, such as Police or Public Works assistance, the permit fee shall be imposed based on the actual costs reasonably incurred by the City in managing the temporary traffic control.
- G. In the event the scope of the project is revised during the course of the work, the City Engineer may recalculate the fee based on the actual size of the work, and may require an additional right-of-way permit and permit fee.
- H. In the event the scope of the project changes such that temporary traffic control is revised, the City Engineer may recalculate the fee based on the actual impact, and may require an additional temporary traffic control permit and traffic control permit fee.

Sec. 19-132. - Permit conditions.

- A. Right-of-way permit conditions include the following:
 1. The City Engineer may impose reasonable conditions upon the issuance of a right-of-way permit and the performance of the ROW-user in order to protect the public health, safety and welfare, to ensure the structural integrity of the right-of-way, to protect the property and safety of other users of the right-of-way, and to minimize the disruption and inconvenience to the general public.

2. Permits will be evaluated promptly ~~for completion and approval~~. All completed applications will be reviewed with response provided to applicant ~~approved~~ no later than 31 days after receipt.
3. When a right-of-way permit is requested for purposes of installing additional facilities and the performance and maintenance bonds for additional facilities is reasonably determined to be insufficient, the posting of an additional or larger performance or maintenance bond for the additional facilities may be required by the City Engineer, except as otherwise provided in this Chapter.
4. All ROW work shall be conducted in accordance with good engineering practices, performed by experienced and properly trained personnel so as not to endanger any person or property or to unreasonably interfere in any manner with the rights-of-ways or legal rights of any property owner, including the City, or unnecessarily hinder or obstruct pedestrian or vehicular traffic.
5. City engineering staff is not responsible for engineering design or redesign for work being done in accordance with the right-of-way
6. All safety practices required by law shall be used during ROW work, including commonly accepted methods and devices to prevent failures and accidents that are likely to cause damage, injury or nuisance to the public.
7. Any ROW-user performing work within the right-of-way must be properly licensed under laws of the State and all applicable local ordinances and shall be held to the responsibilities of this code. Any person performing work in the ROW:
 - a) Must ensure that contractors, subcontractors and all employees performing ROW work are trained and have pertinent experience related to the work performed;
 - b) Shall be responsible for ensuring that all work is performed consistent with the ROW permit and applicable law;
 - c) Shall be fully responsible for all acts or omissions of contractors or subcontractors;
 - d) Shall be responsible for promptly correcting acts or omissions by any contractor or subcontractor; and
 - e) Shall implement a quality control program to ensure that the work is properly performed.
8. It shall be the duty of any person making an excavation in the ROW to properly backfill such excavations and properly restore the surface to its proper condition. Refer to Division 7 of Article V of this Chapter for requirements on restoration.
9. Except in cases of an emergency or with approval of the City Engineer, no right-of-way work may be done in violation of a stop work order issued by the City Engineer if in his or her determination conditions are unreasonable for such work based on standard engineering and construction practices.
10. Any ROW-user shall not disrupt a right-of-way such that the natural free and clear passage of water through the gutters or other waterways is interfered with. No person may park private vehicles within or next to the work or excavation area, except for such areas which may be designated and marked as safe areas for vehicle parking in accordance with an approved temporary traffic control permit.

11. If work is being done for the ROW-user by another person, a subcontractor or otherwise, the ROW-user shall be responsible for ensuring that the work of said person is performed consistent with its right-of-way permit and applicable law and shall be responsible for promptly correcting acts or omissions by said person.
 12. The City Engineer may establish in the right-of-way permit limitations on the amount of work which may occur at one (1) time and the amount of right-of-way which may be obstructed during construction.
 13. The ROW-user shall, in the performance of any work required for the installation, repair, maintenance, relocation and/or removal of any of its facilities, limit all work to that necessary for efficient operation.
 14. The ROW-user shall not permit work to remain open longer than is necessary to complete the repair or installation, and in no event may work remain open beyond the expiration of the right-of-way permit or any approved extension.
 15. The ROW-user shall perform work on the right-of-way at such times that will allow the least interference with the peace and quiet of the neighborhood as described below, unless exceptions are approved in writing by the City Engineer:
 - a) Work is allowed to take place on weekdays between the hours of 7:00 a.m. and 5:00 p.m. standard central time; an additional hour at the end of the day may be used to clean up the work site;
 - b) Only restoration work shall be performed on Saturdays between the hours of 9:00 a.m. and 5:00 p.m.; and
 - c) No work of any kind shall be performed on Sundays or City Holidays.
 16. The City Engineer may limit the number of conduits that may be installed by each ROW-user based on the reasonable needs to ensure that no one ROW-user may unreasonably consume a disproportionate amount of the available right-of-way to deter competition.
 17. All facilities shall be of good and durable quality.
 18. Street crossings will be bored under the direction of the City Engineer.
 19. Above ground facilities shall be a neutral color and shall not be bright, reflective or metallic. Black, gray and tan shall be considered neutral colors, as shall any color that blends with the surrounding dominant color and helps to camouflage the facilities. Facilities shall be located in such a manner as to reduce or eliminate their visibility. A landscape plan identifying the size and species of landscaping materials shall be approved by the City Engineer prior to installation of any facility requiring landscape screening. The person having facilities within the ROW shall be responsible for the installation, repair or replacement of screening materials. Alternative screening or concealment may be approved by the City Engineer to the extent it meets or exceeds the purposes of these requirements.
 20. Above ground facilities shall be constructed and maintained in such a manner so as not to emit any unnecessary or intrusive noise and shall comply with all other applicable regulations and standards established by the City or State or Federal law.
- B. Temporary traffic control permit conditions include the following:
1. The City Engineer may impose reasonable conditions upon the issuance of a temporary traffic control permit and the activities of the ROW-user in order to protect the public health, safety and welfare, to ensure the structural integrity of the right-of-way, to

protect the property and safety of other users of the right-of-way, and to minimize the disruption and inconvenience to the traveling public.

2. A ROW-user shall comply with all laws, ordinances, codes, regulations and all applicable engineering codes adopted or approved by the City. A ROW-user shall be responsible for all traffic control in the right-of-way pursuant to its Temporary Traffic Control Permit, regardless of who performs the temporary traffic control.
 3. The City Engineer may order the cessation of temporary traffic control approved by such permit if in the opinion of the City Engineer, based on standard engineering and construction practice, conditions are unreasonable for the continuation of such temporary traffic control. Except in cases of an emergency or with the approval of the City Engineer, there shall be no interruption of normal traffic in violation of a stop work order issued by the City Engineer.
 4. No person may park private vehicles within or next to the temporary traffic control area, except for such areas which may be designated and marked as safe areas for vehicle parking in accordance with an approved plan and areas where parking is legally permitted under normal conditions.
 5. If temporary traffic control is being done for the ROW-user by a third person, such as a subcontractor, the ROW-user shall be responsible for ensuring that the temporary traffic control of said third person is performed consistent with the temporary traffic control permit and applicable law and the permit holder shall be responsible for promptly correcting any wrongful or erroneous acts or omissions by said third person.
 6. The City Engineer may establish in the temporary traffic control permit limitations the extent to which of traffic may be impacted at any one (1) time.
 7. The ROW-user shall limit all temporary traffic control to that which is approved through the permit.
 8. The ROW-user shall not impact normal traffic flow longer than is necessary to complete the project, and in no event may the impact to traffic exceed the expiration of the temporary traffic control permit or any approved extension.
 9. Non-emergency temporary traffic control on arterial and collector streets may not be performed before 9:00 a.m. and after 4:00 p.m. Monday thru Friday, nor anytime on Saturday, Sunday or public holidays observed by the City of Belton. The City Engineer may grant exception to this condition in the temporary traffic control permit.
- C. Wireless Transmission Provider. In addition to the foregoing and in addition to any other standards or requirements imposed by this code with regard to an application filed by a wireless transmission provider, the City Engineer shall ensure compliance with the following provisions in relation to the impacts of the right-of-way:
1. The design, location and nature of all facilities shall be subject to the review and approval of the City Engineer as provided herein. Such review shall be non-discriminatory and competitively neutral and approvals shall not be unreasonably withheld.
 2. The City Engineer may designate certain locations or facilities in the right-of-way to be excluded from use by the applicant for its facilities including, but not limited to:
 - a. Ornamental or similar specially designed street lights;

- b. Facilities, equipment, structures or locations that do not have electrical service adequate or appropriate for the proposed facilities or cannot safely bear the weight or wind loading thereof;
 - c. Facilities, equipment, structures or locations that in the reasonable judgment of the Director are incompatible with the proposed facilities or would be rendered unsafe or unstable by the installation; and
 - d. Facilities, equipment, structure or location that have been designated or planned for other use or are not otherwise available for use by the applicant due to engineering, technological, proprietary, legal or other limitations or restrictions.
3. If the application of this Subsection excludes locations for facilities to the extent that the exclusion conflicts with the reasonable requirements of the applicant, the City Engineer shall cooperate in good faith with the applicant to attempt to find suitable alternatives, but such alternatives may exceed the cost increase limitation established by this Chapter and the City shall not be required to incur any financial cost or to acquire new locations for the application.
 4. The grant of a right-of-way permit shall not eliminate the need of a wireless transmission provider to have obtained a license, permit or other agreement for attaching facilities to other facilities, poles or other structures, whether owned by the City or other person.
 5. Nothing in this code shall be construed to require that the City grant wireless transmission providers access to any City facilities or the City's proprietary property, but the City may enter into separate agreements with wireless transmission providers to allow such access. Such agreements may include the payment of reasonable attachment fees for use of City facilities or other City property. All such agreements shall be non-discriminatory and competitively neutral among wireless transmission providers.
 6. For additional information, refer to Chapter 10 – Buildings and Structures of the Code of Ordinances of the City of Belton, Missouri.

Sec. 19-133. – Permit non-transferable.

Issued right-of-way permits and temporary traffic control permits are not transferable without prior written consent of the City Engineer. The City Engineer shall not unreasonably withhold consent for transfer of a right-of-way permit or a temporary traffic control permit.

Sec. 19-134. – Permit validity.

- A. A right-of-way permit and a temporary traffic control permit shall only be valid for the area specified within such permit.
 1. No ROW-user may cause any work to be done outside the area specified in the right-of-way permit, except as provided herein.
 2. No ROW-user may cause temporary traffic control to be done outside the area specified in the temporary traffic control permit, except as provided herein.
 3. Any ROW-user who determines that an area greater than that which is specified in the right-of-way permit must be excavated must do the following prior to the commencement of work in that greater area:

- a. Make application for a right-of-way permit amendment describing the area in which the work will occur; and
 - b. Pay any additional fees required thereby.
 - 4. Any ROW-user who determines that temporary traffic control is necessary for an area greater than that which is specified in the temporary traffic control permit must do the following prior to the commencement of temporary traffic control in that greater area:
 - a. Make application for a temporary traffic control permit amendment describing the area in which the temporary traffic control will occur; and
 - b. Pay all additional fees required thereby.
- B. A right-of-way permit and a temporary traffic control permit shall be valid for sixty (60) days.
 - 1. No ROW-user may commence work before the right-of-way permit issue date or, except as provided herein, may continue work after the end date. If a ROW-user does not complete the work by the right-of-way permit end date, the ROW-user must apply for and receive a new right-of-way permit or a right-of-way permit extension for additional time.
 - 2. No ROW-user may perform temporary traffic control before the temporary traffic control permit start date or, except as provided herein, continue temporary traffic control after the end date specified in the permit. If a ROW-user requires temporary traffic control beyond the temporary traffic control permit end date, the ROW-user must apply for and receive a new temporary traffic control permit or a temporary traffic control permit extension for additional time.
 - 3. One extension of up to sixty (60) days may be granted for a right-of-way permit or a temporary traffic control permit upon request and may be granted without payment by the ROW-user of additional right-of-way permit or temporary traffic control permit fees. To qualify for an extension, a supplementary application must be submitted to the City prior to the permit end date.

Sec. 19-135. – Permit displayed.

Issued right-of-way permits and temporary traffic control permits shall be available by the ROW-user at all times at the indicated project site and shall be available for inspection by the City Engineer, other City employees and the public.

Sec. 19-136. – Completed work.

The ROW-user shall notify the office of the City Engineer upon completion of the temporary traffic control or work authorized by the applicable right-of-way permit or temporary traffic control permit.

Sec. 19-137. – Inspection.

- A. Inspections are required ~~at~~ for the following circumstances at the times described:
 - a. For driveways and sidewalks; after the base rock is compacted and concrete forms are set, but prior to pouring concrete.
 - b. For utility work; after completing the work associated with the utility and prior to backfilling.
 - c. For traffic control; after setting up the traffic control per the approved traffic control plan.
 - d. For street cuts; prior to backfilling per the City’s Design and Construction Manual.

e. For all permits, after completion of all restoration activities, start of backfilling and upon completion of all right-of-way restoration activities.

The ROW-user shall notify the City Engineer to schedule the necessary inspections.

A.B. The City Engineer and his or her designee may choose to inspect the ongoing permitted temporary traffic control or work in the right-of-way at any time to ensure that all requirements of the approved right-of-way permit or temporary traffic control permit are being met by the ROW-user.

B.C. At the time of any inspection, the City Engineer and his or her designee may order the immediate cessation, through a stop work order, of any temporary traffic control, work which poses a serious threat to the life, health, safety, or wellbeing of the public.

1. The City Engineer and his or her designee may issue a citation to the ROW-user for any temporary traffic control or work which does not conform to the applicable standards, conditions, Code or terms of the right-of-way permit or temporary traffic control permit.
2. An officer of the Police Department may also issue a citation to the ROW-user for any temporary traffic control which does not conform to the applicable standards, conditions, Code or terms of the temporary traffic control permit, as determined by the City Engineer.
3. The citation shall include notice that failure to correct the violation within the time specified in the citation may be cause for revocation of the applicable right-of-way permit or temporary traffic control permit.

C.D. Once the City Engineer is notified that the work and restoration for the permit is complete, a member of the Engineering Division will complete an inspection of the permitted work site to ensure that all requirements of the approved right-of-way permit or temporary traffic control permit have been met.

1. If the inspection is completed and it is determined that all requirements of the approved permit have been met, the permit is closed out.
2. If the inspection is completed and it is determined that all requirements of the approved permit have not been met, notice of the unsatisfactory restoration and the deficiencies found will be provided to the ROW-user and a reasonable time not to exceed fifteen (15) days will be provided to allow for the deficiencies to be corrected.
3. Any deficiencies not corrected shall be considered a "failure to restore" and the City shall proceed according to this Chapter. Upon determination by the City Engineer that the failure to repair or replace creates a threat to public safety, all such repair or replacement shall be corrected within twenty-four (24) hours of notice from the City, or the City Engineer may use City resources to make such repair or replacement at the ROW-users expense.

D.E. In relation to Sec. 19-163 – Bonding and ~~A~~ as applicable, the two (2) year maintenance period of the performance and maintenance bond shall start upon the permit close out date.

Sec. 19-138. – Permit denial.

- A. The City Engineer may deny an application for a right-of-way permit or a temporary traffic control permit if:

1. The ROW-user, or any persons acting on the behalf of the ROW-user, fails to provide all the necessary information requested by the City for managing the public right-of-way.
2. The ROW-user, or any persons acting on the behalf of the ROW-user, including contractors or subcontractors, has a history of noncompliance or permitting noncompliance within the City. For purposes of this Section, "history of noncompliance, or permitting noncompliance, within the city", shall mean the ROW-user, or any persons acting on the behalf of the ROW-user, including contractors or subcontractors, has failed to return the public right-of-way to its previous condition under a previous right-of-way permit or temporary traffic control permit.
3. The City has provided the ROW-user with a reasonable, competitively neutral, and nondiscriminatory justification for requiring an alternative method for performing the temporary traffic control or work identified in the respective right-of-way permit or temporary traffic control permit application or a reasonable alternative route that will result in neither additional installation expense up to ten (10) percent to the ROW-user nor a declination of service quality.
4. The City determines that the denial is necessary to protect the public health and safety, provided that the authority of the City does not extend to those items under the jurisdiction of the public service commission, such denial shall not interfere with a ROW-users right of eminent domain of private property, and such denials shall only be imposed on a competitively neutral and nondiscriminatory basis. In determining whether denial of a right-of-way permit or a temporary traffic control permit application is necessary to protect the public health and safety, the City Engineer may consider one (1) or more of the following factors:
 - a) The extent to which the right-of-way space where the right-of-way permit or temporary traffic control permit is sought is available, including the consideration of competing demands for the particular space in the right-of-way, or other general conditions of the right-of-way.
 - b) The applicability of any ordinance, Code provision, or other regulations that affect the location of facilities and public travel in the right-of-way.
 - c) The degree of disruption to surrounding communities and businesses that will result from the use of that part of the right-of-way, including whether the issuance of a right-of-way permit or a temporary traffic control permit for the particular dates and/or times requested would cause a conflict or interfere with an exhibition, celebration, festival, or any other event.
 - d) The area is environmentally sensitive as defined by state statute or federal law or is a historic district defined by local ordinance.

Sec. 19-139. – Emergency work.

A right-of-way permit and temporary traffic control permit are required for emergency situations. If, however, due to an emergency it is necessary for the ROW-user to immediately perform temporary traffic control or work in the right-of-way, and it is impractical for the ROW-user to first get a right-of-way permit or a temporary traffic control permit, the temporary traffic control or work may be performed, and the required permit shall be obtained as soon as reasonably possible, but not later than

three (3) business days after the temporary traffic control or work is begun. The ROW-user shall notify the City's Public Works Department if emergency temporary traffic control or work is necessary as soon as possible.

Sec. 19-140. – Permit exemptions.

- A. ROW-users performing routine maintenance which does not require work in the right-of-way, which does not disrupt traffic, and which does not require more than two (2) hours to complete, shall be exempt from the requirement of a right-of-way permit.
- B. A ROW-user shall not be required to obtain a right-of-way permit or a temporary traffic control permit for temporary traffic control or work which is necessary because of an emergency, and that emergency is declared by a proper governmental authority with jurisdiction over the emergency to be a "disaster" or "state of emergency" under federal, state or local law. In the event that temporary traffic control or work is necessary during a disaster or state of emergency, the ROW-user performing temporary traffic control or work in the right-of-way shall notify the Public Works Department of the nature and scope of the temporary traffic control or work to be performed in the right-of-way, along with the location of the temporary traffic control or work, and the estimated time of the temporary traffic control or work.
- B.C. Mailbox installation and mailbox maintenance is exempt from right-of-way permitting.

DIVISION 5. – RIGHT-OF-WAY USE AND FACILITY LOCATIONS

Sec. 19-141. – Use of right-of-way—Generally.

- A. The ROW-user shall coordinate the placement of facilities in a manner that minimizes adverse impact on any public improvement, as reasonably determined by the City. Where placement is not regulated, the facilities shall be placed with adequate clearance from such public improvements so as not to impact or be impacted by such public improvement as defined in the City's Design and Construction Manual.
- B. All facilities shall be located and laid so as not to disrupt or interfere with any pipes, drains, sewers, irrigation systems or other structures or public improvements already installed. In addition, the ROW-user shall, in doing work in connection with its facilities, avoid disrupting or interfering with the lawful use of the streets, alleys, sidewalks or other public lands of the City except as may be specifically authorized by a temporary traffic control permit.
- C. All facilities of the ROW-user shall be placed so that they do not interfere with the use of right-of-way and public lands. The City, through its City Engineer, shall have the right to consult and review the location, design and nature of the facility prior to installation.
- D. The ROW-user shall not interfere with the facilities and structures of the other ROW-users without their permission. If and when the City requires or negotiates to have a ROW-user cease using its existing poles and to relocate its facilities underground, all other ROW-users using the same poles shall also relocate their facilities underground at the same time. The cost of such relocation shall be borne in accordance with this Chapter and the Commission approved applicable tariff governing that ROW-user.
- E. All facilities and other appurtenances laid, constructed and maintained by the ROW-user shall be laid, constructed and maintained in accordance with acceptable engineering practice and in full accord with any and all applicable engineering codes adopted or approved by the City, the Code,

the City's Design and Construction Manual, applicable statutes of the State of Missouri, and rules and regulations of the FCC, the Commission, or any other local, state or federal agency having jurisdiction over the ROW-user.

- F. The ROW-user shall cooperate promptly and fully with the City and take all reasonable measures necessary to provide accurate and complete on-site information regarding the nature and location of its facilities within the right-of-way, both underground and overhead, when requested by the City or its authorized agent for a public improvement. Such location and identification shall be at the sole expense of the ROW-user without any expense to the City, its employees, agents, or authorized contractors.
- G. Unless otherwise agreed to by the City and the ROW-user by license, agreement or permit, the City shall not be liable for any damage to or loss of any of the ROW-users' facilities within the right-of-way unless the damage is the result of the sole negligence, or willful, intentional, or malicious acts or omissions of the City.

Sec. 19-142. – Sale, transfer, lease or sublease of facilities.

- A. In the event that the ROW-user shall sell, lease, assign, sublet or dispose of its facilities, or any portion thereof, that are located in the right-of-way, or any right, title or interest in the same, or transfer any rights granted by the City to any person either by forced or involuntary sale, or by ordinary sale, consolidation or otherwise, ROW-user shall notify the City of the same. In such case, the buyer, transferee, lessee or assignee shall be subject to all provisions of this Chapter, including the requirement to register. This provision shall not apply to the sale of property or equipment in the normal course of business or to the sale or lease of facilities to reseller ROW-user. No notice to the City shall be required for a transfer in trust, mortgage, or other similar instrument, in whole or in part, to secure an indebtedness, or for a pro forma transfer to a corporation, partnership, or other entity controlling, controlled by or under common control with the ROW-user.
- B. A ROW-user may permit and has the authority to sell, sublet, or lease any use of excess capacity and sell services for resale to any reseller service provider providing service within the City, including the ROW-users subsidiary or affiliate. The reseller service provider shall first register and obtain any necessary permit, license, certification, grant, registration, franchise agreement or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the FCC or the Commission. The ROW-user shall also provide the City, on at least a semi-annual basis, the identity of entities with which the ROW-user has entered into an interconnection and/or resale agreement within the City. This notice will not relieve the reseller service provider from its own obligation to register and obtain any necessary franchise with the City. Nothing in this Chapter shall prevent a facility based service provider from providing to any reseller service provider the use of the facility based service provider's facilities in the right-of-way as authorized by federal or state law.

Sec. 19-143. – Facility corridors.

The City Engineer may designate specific utility corridors by assigning specific locations for each type of facility that is currently, or that the City Engineer expects will someday be, located within the right-of-way. All right-of-way permits issued by the City Engineer shall indicate the proper location for the ROW-

user's facilities. Specific locations shall be specified in the City's Design and Construction Manual and can include reservation of space for any planned or future anticipated uses of the City, in its sole discretion.

Sec. 19-144. – Conduits.

If, in the preparation and planning of a public improvement, the City Engineer deems it appropriate for a conduit to be constructed by the City along, across or under the right-of-way, the City Engineer shall contact all appropriate ROW-users for their input on the planning and design of such conduit. If a ROW-user desires to construct, maintain or operate facilities along such right-of-way concurrently, the City Engineer may allow the ROW-user to use such conduit if the ROW-user agrees to contribute to the expense of such conduit.

Sec. 19-145. – Coordination.

- A. Applicants may apply jointly for right-of-way permits to excavate the right-of-way at the same time and place. Applicants who apply jointly for a right-of-way permit may share in the payment of the right-of-way permit fee. Applicants must agree among themselves as to the portion each shall pay.
- B. The ROW-user shall participate in any joint planning, construction and advance notification of work, including coordination and consolidation of work as required by the City Engineer. In addition, the ROW-user shall cooperate with other ROW-users and the City for the best, most efficient, most aesthetic, and least obtrusive use of the right-of-way.

Sec. 19-146. – Facility relocation.

- A. A ROW-user shall promptly relocate or adjust any facilities located in the right-of-way as directed by the City for a public improvement. The ROW-user shall promptly remove, relocate or adjust any facilities located in the right-of-way as directed by the City which create a threat to public safety. Such removal, relocation or adjustment shall be performed by the ROW-user at the ROW-users sole expense without expense to the City, its employees, agents, or authorized contractors and shall be specifically subject to rules, regulations and schedules of the City pertaining to such. The ROW-user shall proceed with the removal, relocation, or adjustment of facilities with due diligence upon notice by the City to begin removal, relocation, or adjustment.
- B. The ROW-user shall promptly relocate or adjust any facilities located in private easements for the construction of a public improvement at the cost of the ROW-user if:
 1. The City has condemned the private easement or the City has purchased from the ROW-user the portion of the private easement necessary for the public improvement; and
 2. The City has compensated the ROW-user, through the condemnation, purchase process, or other means of compensation, for the cost of relocation of the ROW-user's facilities.
- C. As soon as City prepared working drawings are available for public improvements that will require the ROW-user to relocate or adjust its facilities, the City shall provide the ROW-user with written notice of required relocations or adjustments, the anticipated bid letting date of the public improvement, and notice of the deadline for completion of the relocations or adjustments. The ROW-user shall respond with any conflicts and a proposed construction schedule within thirty (30) days, subject to approval by the City Engineer.
- D. Following delivery of final design plans for such public improvements, the ROW-user shall relocate or adjust its facilities in accordance with the schedule set by the City Engineer, provided

the project is not delayed by adverse weather conditions and other factors beyond the control of the ROW-user. The ROW-user shall certify to the City, in writing, that its facilities have been relocated or adjusted in accordance with project plans provided by the City so as to allow the City, and its contractors, to proceed with the public improvement.

- E. If any facilities are not relocated in accordance with this section, the City or its contractors may relocate the facilities. The ROW-user and its surety shall be liable to the City for any and all costs incurred by the City.
- F. In the event the ROW-user is required to move its facilities in accordance with this section, any ordinary right-of-way permit fee shall be waived.
- G. It is the intent of this section for both the City and the ROW-user to cooperate with one another so that the need for facility relocation is minimized and, when required and feasible, relocations may be completed prior to receipt of bids by the City for a public improvement.
- H. Failure to comply with the relocation schedule set by the City Engineer will subject the ROW-user to penalties as provided in this Chapter.

Sec. 19-147. – Unused and abandoned facilities.

- A. A ROW-user owning abandoned facilities in the right-of-way must notify the City of its intent to abandon the facilities and must either:
 - 1. Remove its facilities and replace or restore any damage or disturbance caused by the removal at its own expense. The City Engineer may allow underground facilities, or portions thereof, to remain in place if the City Engineer determines that it is in the best interest of public safety to do so. At such time, the City may take ownership and responsibility of such abandoned facilities left in place;
 - 2. Provide information satisfactory to the City that the ROW-users obligations for its facilities in the right-of-way have been lawfully assumed by another authorized ROW-user; or
 - 3. Submit to the City a proposal and instruments for transferring ownership of its facilities to the City. If the ROW-user proceeds under this subsection, the City may, at its option, purchase the equipment, require the ROW-user, at its own expense, to remove it, or require the ROW-user to post a bond in an amount sufficient to reimburse the City for reasonable anticipated costs to be incurred to remove the facilities, except as otherwise provided herein.
- B. If the City discovers abandoned facilities in its right-of-way and the owner of the abandoned facilities fails to respond within thirty (30) days to a written notice sent by the City stating that the City considers the facilities abandoned, or the City is unable to locate the owner of the abandoned facilities after reasonable attempts, the City shall deem the facilities to be abandoned, unless the City receives confirmation that the ROW-user intends to use the facilities. Abandoned facilities are deemed to be a nuisance. The City may exercise any remedies or rights it has at law or in equity, including, but not limited to,
 - 1. Abating the nuisance;
 - 2. Taking possession and ownership of the facility and restoring it to a useable function; or
 - 3. Requiring the removal of the facility by the ROW-user.

Sec. 19-148. – Facilities and vacation of right-of-way.

If the City vacates a right-of-way which contains the facilities of a ROW-user,

- A. The City, at its sole discretion, may reserve a utility easement or other easements necessary in the City's name to allow the existing facilities to remain.
- B. If the vacation requires the relocation of facilities, then:
 - 1. If vacation proceedings are initiated by the ROW-user, then the ROW-user must pay the relocation costs; or
 - 2. If vacation proceedings are initiated by the City, then the ROW-user must pay the relocation costs unless otherwise agreed to by the City and the ROW-user; or
 - 3. If vacation proceedings are initiated by a person other than the ROW-user or the City, then such other person must pay the relocation costs, unless otherwise agreed to.

DIVISION 6. – RIGHT-OF-WAY TRAFFIC CONTROL AND STREET CLOSURES

Sec. 19-149. – Traffic control.

All traffic control, permanent and temporary, shall be properly installed and maintained at the ROW-users expense. All traffic control materials and methods shall be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices. When able, all traffic control devices shall be set up 24-hours in advance of a closure to notify nearby stakeholders.

Sec. 19-150. – Notice of closure.

The ROW-user shall notify the City no less than ten (10) working days in advance of any temporary traffic control that results in the full closure of any direction of vehicle travel along any street. Any other person doing temporary traffic control that will disrupt vehicular or pedestrian traffic shall notify the City no less than two (2) days in advance of any temporary traffic control. Except in the event of an emergency as reasonably determined by the ROW-user and City Engineer, no such closure shall take place without notice and prior authorization from the City.

Sec. 19-151. – Coordination.

- A. An applicant may apply jointly for a right-of-way permit and temporary traffic control permit to perform temporary traffic control, excavate or work in the right-of-way at the same time and place.
- B. Applicants may apply jointly for temporary traffic control permit for temporary traffic control at the same time and place. Applicants who apply jointly for a temporary traffic control permit may share in the payment of the temporary traffic control permit fee. Applicants must agree among themselves as to the portion each shall pay.
- C. The ROW-user shall participate in any joint planning, construction and advance notification of temporary traffic control, including coordination and consolidation of temporary traffic control as required by the City Engineer. In addition, the ROW-user shall cooperate with other ROW-users and the City for the best, most efficient, most aesthetic, and least obtrusive use of the right-of-way.

Sec. 19-152. – Traffic control plan.

All safety and traffic control measures must be implemented according to ~~any~~the approved traffic control plan required by the temporary traffic control permit.

DIVISION 7. – RIGHT-OF-WAY EXCAVATION PROCEDURES

Sec. 19-153. – Location of existing facilities.

The ROW-user shall identify and locate any underground facilities in conformance with the "Missouri One Call" system.

Sec. 19-154. – ROW-user responsibilities.

- A. The ROW-user shall be liable for any damages to facilities due to work performed prior to obtaining the location of all facilities in the area in which the work is to be performed, or for any damage to facilities that have been properly identified prior to work. The ROW-user shall not make or attempt to make repairs, relocation or replacement of damaged or disturbed facilities without the approval of the owner of the facilities. The need for a right-of-way permit from the owner of the damaged or disturbed facilities to complete the repair, relocation or replacement of the facility is at the discretion of the City Engineer.
- B. Whenever there is work by the ROW-user, the ROW-user shall be responsible for acquiring all necessary right-of-way and temporary traffic control permits and providing adequate materials, equipment, labor, and temporary traffic control to the surrounding area as provided in this Chapter. In the event the work is not completed in a reasonable period of time, the ROW-user may be liable for actual damages to the City for delay caused by the ROW-user pursuant to this Chapter.
- C. The ROW-user responsible for the work who leaves any debris in the right-of-way shall be responsible for providing all necessary temporary traffic control and safety protection in accordance with the temporary traffic control permit and any applicable federal or state requirement. The ROW-user shall also be responsible for removing said debris from the right-of-way. If the ROW-user fails to comply with the temporary traffic control permit or fails to remove debris from the right-of-way, the ROW-user shall be responsible for damages to the City, or its contractors, resulting from said failures and shall indemnify the City and its contractors as provided in this Chapter.
- D. In the event the ROW-user severely disturbs or damages the root structure of any tree in the right-of-way to the detriment of the health and safety of the tree, the ROW-user shall be required to remove and replace the tree at the ROW-users cost. Further, in review of the ROW-users plan, the City Engineer, in his or her discretion, may require the ROW-user to directionally bore around any tree in the right-of-way.

Sec. 19-155. – Standard of work.

All temporary traffic control or work performed in the right-of-way shall be done in conformance with the latest versions of the City's Design and Construction Manual and the Manual on Uniform Traffic Control Devices.

Sec. 19-156. – Restoration.

- A. After any temporary traffic control or work, the ROW-user shall, at its expense, restore all portions of the right-of-way to the same condition or better condition than it was prior to the temporary traffic control or work.
- B. If work cannot be back-filled immediately and is left unattended, the ROW-user shall securely and adequately cover and mark the unfilled work. The ROW-user has sole responsibility for

maintaining proper temporary traffic control, barriers, safety fencing, signage, and/or lights as required, from the time of the opening of the work until the work is surfaced and opened for travel.

- C. In addition to repairing its own street cuts, the ROW-user must restore any area within five (5) feet of the new street cut that has previously been excavated, including the paving and its aggregate foundations.
- D. All earth, materials, sidewalks, paving, crossing, utilities, public improvement or improvements of any kind damaged or removed by the ROW-user shall be fully repaired or replaced promptly by the ROW-user at its sole expense and to the reasonable satisfaction of the City Engineer. However, a ROW-user shall not make or attempt to make repairs, relocation or replacement of damaged or disturbed facilities without the approval of the owner of the facilities.
 - 1. The City Engineer and his or her designee has the authority to inspect the repair or replacement of the damage, and if necessary, to require the ROW-user to do additional and necessary work. Notice of the unsatisfactory restoration and the deficiencies found will be provided to the ROW-user and a reasonable time not to exceed fifteen (15) days will be provided to allow for the deficiencies to be corrected.
 - 2. Any deficiencies not corrected shall be considered a "failure to restore" and the City shall proceed according to this Chapter. Upon determination by the City Engineer that the failure to repair or replace creates a threat to public safety, all such repair or replacement shall be corrected within twenty-four (24) hours of notice from the City, or the City Engineer may utilize City resources to make such repair or replacement at the ROW-users expense.

Sec. 19-157. – Failure to restore.

If the ROW-user fails to restore the right-of-way in the manner and to the condition required by the City Engineer, or fails to satisfactorily and timely complete all restoration, the City may, at its option, serve written notice upon the ROW-user and its surety that, unless within ten (10) days after serving of such notice, a satisfactory arrangement is made for the proper restoration of the right-of-way, the City shall immediately serve notice of failure to comply upon the surety and the ROW-user, and the surety shall have the right to arrange for and complete the restoration work; provided, however, that if the surety does not commence performance thereof within fourteen (14) days from the date of notice, the City may perform its own restoration work and prosecute same to completion, by contract or otherwise.

- A. Upon determination by the City Engineer that the failure to repair, replace or restore creates a threat to public safety, all such repair or replacement shall be corrected within twenty-four (24) hours of notice from the City, or the City will perform its own restoration work and prosecute same to completion, by contract or otherwise.
- B. Upon determination by the City Engineer that the failure to repair, replace or restore creates an immediate threat to public safety, all such repair or replacement shall be corrected within one (1) hour of notice from the City, or the City will perform its own restoration work and prosecute same to completion, by contract or otherwise.
- C. The ROW-user and its surety shall be liable to the City for its actual costs of such restoration, including the value of any time or overtime incurred through the labor of City employees, the value of the use of City equipment, and the cost of City materials used in the restoration project.

Sec. 19-158. – Guarantee of restoration.

- A. In restoring the right-of-way, the ROW-user shall guarantee its work and shall maintain it for a period of forty-eight (48) months, or for the maximum period of time allowed by law, whichever is greater, following its completion.
 1. During said guarantee period the ROW-user shall, upon notification from the City Engineer, correct all restoration work to the extent necessary, using any method as required by the City Engineer.
 2. Said work shall be completed within a reasonable time, not to exceed thirty (30) calendar days, of the receipt of notice from the City Engineer.
 3. In the event the ROW-user is required to perform new restoration pursuant to the foregoing guarantee, the City Engineer shall have the authority to extend the guarantee period for such new restoration for up to an additional forty-eight (48) months, or other greater period allowed by law, from the date of the new restoration, if the City Engineer determines there was action by the ROW-user not to comply with the conditions of the right-of-way permit and any restoration requirements.
- B. When any required corrective actions have been completed and inspected to the City Engineer's satisfaction, the guarantee period will begin.
- C. The guarantee period shall be applicable to failure of the pavement surface as well as failure below the pavement surface.

Sec. 19-159. – Notice and inspection.

Upon completion of all right-of-way restoration activities, the ROW-user shall notify the City Engineer, which shall then schedule a closeout inspection.

DIVISION 8. – RIGHT-OF-WAY APPEALS OR WAIVERS

Sec. 19-160. – Appeals.

Whenever a person has been denied a right-of-way permit or a temporary traffic control permit, had its right-of-way permit or temporary traffic control permit revoked, believes that the fees imposed on the person by the City Engineer do not conform to the requirements of RSMo 67.1840, asserts any issues related to the use of the right-of-way, or deems themselves otherwise aggrieved by any decision or action taken by the ~~City or the~~ City Engineer under this Chapter, the person may file an appeal to the City Manager or his/her designee by filing written notice of such appeal with the City Clerk's office within ten (10) calendar days of the date of notice of such decision or action.

- A. The City Manager or his/her designee shall schedule an informal meeting with the aggrieved person and shall have the power to overrule such decision or action taken by the ~~City or the~~ City Engineer, may extend the time limit of such decision or action, or may grant exceptions to, or waive requirements of, or grant a variance from the specific provisions of this Chapter.
- B. The City Manager or his/her designee shall issue their decision in writing. After the decision of the City Manager or his/her designee is rendered, the aggrieved person may appeal the decision of the City Manager or his/her designee to the City Council by filing written notice of such appeal with the City Clerk's office within ten (10) calendar days of the date of notice of such decision or action.

Sec. 19-161. – Actions on appeal to City Council.

- A. Such appeals to the City Council as provided for in Division 8 of Article V of this Chapter shall be heard by the City Council on the record with evidence and testimony as a contested hearing pursuant to RSMo Chapter 536.
 1. The City Manager and his/her designee shall deliver a transcript of the written record and exhibits along with its written recommendation for action to the City Council.
 2. The City Council may overrule such decision or action taken by the City Manager or the City Engineer, may extend the time limit of such decision or action, or may grant exceptions to, or waive requirements of, or grant a variance from the specific provisions of this Chapter.
 3. Any decision by the City Council affirming the denial, revocation, fee imposition or dispute resolution shall be in writing and supported by written findings establishing the reasonableness of the decision.
- B. Pending a decision by the City Council, the order of the City Manager or the City Engineer shall be stayed, unless the City ~~Engineer~~Manager determines that such action will pose a threat to public safety or the integrity of the public infrastructure.
- C. In the event the City Council affirms the prior decision of the City Manager or the City Engineer, in addition to all other remedies and if both parties agree, the aggrieved person shall have the right to have the matter resolved by mediation or binding arbitration.
 1. Binding arbitration shall be before an arbitrator agreed to by both the City and the aggrieved person.
 2. The costs and fees of a single arbitrator shall be borne equally by the City and the aggrieved person.
 3. If the parties cannot agree on an arbitrator, the matter shall be resolved by a three-person arbitration panel consisting of one (1) arbitrator selected by the City, one (1) arbitrator selected by the aggrieved person, and one (1) arbitrator selected by the other two (2) arbitrators. In the event that a three-person arbitrator panel is necessary, each party shall bear the expense of its own arbitrator and shall jointly and equally bear with the other party the expense of the third arbitrator and of the arbitration.
- D. Each party to the arbitration shall pay its own costs, disbursements and attorney fees.

DIVISION 9. – RIGHT-OF-WAY INSURANCE, BONDING AND LIABILITY

Sec. 19-162. – Insurance.

- A. Unless a ROW-user has twenty-five million dollars (\$25,000,000.00) in net assets and does not have a history of noncompliance, or permitting noncompliance, within the City, then the ROW-user shall file with the City evidence of liability insurance with an insurance company licensed to do business in Missouri.
 1. The ROW-user shall provide all information to the City necessary to determine the amount of net assets of the ROW-user.
 2. The amount of insurance shall be in amounts sufficient to protect the City against all liabilities not protected by the State of Missouri's sovereign immunity statute. The insurance will protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death, or property damage arising

out of or alleged to have arisen out of the negligent or willful acts or omissions of the ROW-user.

3. If the ROW-user is self-insured, it shall provide the City proof of compliance regarding its ability to self-insure and proof of its ability to provide coverage in the above amounts.
 4. A copy of the Liability Insurance Certificate must be on file with the City Clerk.
- B. No liability insurance will be required of any residential property owner excavating or working in the right-of-way adjacent to his/her residence who does not utilize a contractor to perform the work and who does not require a temporary traffic control permit. However, said residential property owner shall be required to demonstrate proof of a homeowner's policy with coverage and limits acceptable to the City ~~Engineer~~Attorney.
- C. For purposes of this section, "history of noncompliance, or permitting noncompliance, within the City", shall mean the ROW-user, or any persons acting on the behalf of the ROW-user, including contractors or subcontractors, has failed to return the public right-of-way to its previous condition under a previous right-of-way permit or temporary traffic control permit.

Sec. 19-163. – Bonding.

- A. If a ROW-user has twenty-five million dollars (\$25,000,000.00) in net assets and does not have a history of noncompliance, or permitting noncompliance, within the City, then the ROW-user shall not be required to maintain a performance or maintenance bond.
1. The ROW-user shall provide all information to the City necessary to determine the amount of net assets of the ROW-user.
 2. For purposes of this section, "history of noncompliance, or permitting noncompliance, within the City," shall mean the ROW-user, or any persons acting on the behalf of the ROW-user, including contractors or subcontractors, has failed to return the public right-of-way to its previous condition under a previous right-of-way permit or temporary traffic control permit.
- B. If it is determined pursuant to subsection A of this section that a ROW-user does not have twenty-five million dollars (\$25,000,000.00) in net assets or does have a history of noncompliance, or permitting noncompliance, within the City, then the ROW-user shall:
1. Maintain a permit specific performance and maintenance bond in a form approved by the City Attorney. The amount of the bond will be five thousand dollars (\$5,000.00) or the value of the restoration, whichever is greater, as determined by the City Engineer, for a term consistent with the term of the applicable right-of-way permit or temporary traffic control permit, plus two (2) additional years, conditioned upon the ROW-user's faithful performance of the provisions, terms and conditions conferred by this Chapter.
 2. Unless otherwise established by the permit or special conditions, maintain an annual performance and maintenance bond in a form approved by the City Attorney. The amount of the bond will be fifty thousand dollars (\$50,000.00) or the value of the restoration, whichever is greater, as determined by the City Engineer, for an annual term of the applicable right-of-way permits or temporary traffic control permits, plus two (2) additional years, conditioned upon the ROW-user's faithful performance of the provisions, terms and conditions conferred by this Chapter.
- C. In the event the City shall exercise its right to revoke the right-of-way permit or the temporary traffic control permit as permitted herein, then the City shall be entitled to recover under the terms of said bonds the full amount of any loss occasioned. A copy of the maintenance and performance bonds must be on file with the City ~~Clerk~~Engineer. No maintenance or performance bond will be required of any residential property owner excavating or working in

the right-of-way adjacent to his/her residence, who does not utilize a contractor to perform the work and who does not require a temporary traffic control permit.

Sec. 19-164. – Indemnification.

- A. Any person operating under the provisions of this Chapter or performing any temporary traffic control or work in the right-of-way shall fully indemnify, release, defend and hold harmless the City and agents of the City when acting in their capacity as municipal officials, employees, elected officials, attorneys, and agents, from and against any and all claims, demands, suits, proceedings, and actions, liability and judgment by other persons for damages, losses, costs, and expenses, including attorney fees, to the extent caused by acts or omissions of the person, or its agents, contractors, or subcontractors, in the performance of the permitted temporary traffic control or work.
- B. Nothing herein shall be deemed to prevent the City, or any agent, from participating in the defense of any litigation by their own counsel at their own expense. Such participation shall not under any circumstances relieve the person from its duty to defend against liability or its duty to pay any judgment entered against the City, or its agents.
- C. All ROW-users shall be responsible for promptly correcting acts or omissions by any contractor or subcontractor performing permitted temporary traffic control or work for such ROW-user hereunder.

Sec. 19-165. – Indemnification for contractual or economic loss damages.

Any person operating under the provisions of this Chapter or performing any temporary traffic control or work in the right-of-way shall fully indemnify, release, defend and hold harmless the City and agents of the City when acting in their capacity as municipal officials, employees, elected officials, attorneys, contractors, and agents, from and against any and all claims, demands, suits, proceedings, and actions, liability and judgment by other persons for contractual or economic losses, damages, losses, costs, and expenses, including attorney fees, to the extent caused by failure of a ROW-user, or its agents, contractors, or subcontractors, to relocate or adjust its facilities pursuant to the provisions of this Chapter.

Sec. 19-166. – Indemnification for damage to facilities.

- A. Any person operating under the provisions of this Chapter or performing any work in the right-of-way shall be liable for any damages to facilities due to work performed by the person, including damage to underground facilities that have been properly identified prior to commencement of work.
- B. Any person operating under the provisions of this Chapter or performing any work in the right-of-way shall fully indemnify, release, defend and hold harmless the City and agents of the City when acting in their capacity as municipal officials, employees, elected officials, attorneys, contractors, and agents, from and against any and all claims, demands, suits, proceedings, and actions, liability and judgment by other persons for damages, losses, costs, and expenses, including attorney fees, associated with damage to the facilities of other ROW-users by a person, or its agents, contractors, or subcontractors.

Sec. 19-167. – Other Agreements – ~~Satisfaction~~ satisfaction of this article.

- A. Any ROW-user may satisfy the insurance, bonding, and indemnification provisions of this article through a valid franchise agreement with the City. Any requirements thus satisfied shall be indicated on the ROW-user's registration and shall not be required for each right-of-way permit and temporary traffic control permit.
- B. This section shall not apply to an applicant acting on behalf of a ROW-user, unless the applicant is listed as an additional insured on the ROW-user's insurance policy and is covered by the surety. The applicant must submit evidence of the satisfaction of these requirements prior to issuance of a right-of-way permit or a temporary traffic control permit.

Article VI. – RIGHT-OF-WAY VIOLATIONS AND PENALTIES

Sec. 19-168. – Violation.

- A. No Person shall perform temporary traffic control, excavate or work in the right-of-way in violation of the provisions of this Chapter. Any violation of this Chapter ~~shall~~ may result in the immediate issuance of a citation to the person and enforcement action pursuant to Article VI of this Chapter.
- B. Except as provided in subsection A. of this section, if the City Engineer determines that a ROW-user has committed a violation of this Chapter, any law or ordinance, or a condition placed on the right-of-way permit or the temporary traffic control permit, the City Engineer ~~shall~~ may make a written demand upon the ROW-user to remedy such violation, which may include the issuance of a stop work order. The demand shall state that the continued violation may be cause for revocation of the right-of-way permit or the temporary traffic control permit as provided for herein, or legal action if applicable.
- C. A violation will allow the City Engineer, at his or her discretion, to place additional or revised conditions on the right-of-way permit or the temporary traffic control permit, specifically related to the manner in which the violation is cured by the ROW-user.
 - 1. Within fourteen (14) calendar days of receiving notification of the violation, the ROW-user shall contact the City Engineer with a plan, acceptable to the City Engineer, for correction of the violation.
 - 2. Upon determination by the City Engineer that the violation creates a threat to public safety, the ROW-user shall within twenty-four (24) hours of notice from the City contact the City Engineer with a plan, acceptable to the City Engineer, for correction of the violation.
 - 3. Upon determination by the City Engineer that the violation creates an immediate threat to public safety, the ROW-user shall within one (1) hour of notice from the City contact the City Engineer with a plan, acceptable to the City Engineer, for correction of the violation.
 - 4. A ROW-user's failure to contact the City Engineer, failure to submit an acceptable plan, or failure to reasonably implement the approved plan shall be cause for immediate revocation of the right-of-way permit or the temporary traffic control permit.

Sec. 19-169. – Revocation of permits.

- A. The City may, after reasonable notice and an opportunity to cure, revoke a right-of-way permit or a temporary traffic control permit granted to a ROW-user, without a fee refund, if one (1) or more of the following occurs:
 1. A material violation of a provision of the right-of-way permit or temporary traffic control permit;
 2. An evasion or attempt to evade any material provision of the right-of-way permit or temporary traffic control permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the political subdivision or its citizens;
 3. A material misrepresentation of fact in the right-of-way permit or temporary traffic control permit application;
 4. A failure to complete temporary traffic control or work by the date specified in the associated right-of-way permit or temporary traffic control permit, unless a right-of-way permit or temporary traffic control permit extension is obtained or unless the failure to complete the temporary traffic control or work is due to reasons beyond the ROW-users control;
 5. A failure to correct, within the time specified by the City, temporary traffic control or work that does not conform to applicable engineering standards, specifications, national safety codes, industry construction standards, or applicable City Code provisions or safety codes that are no more stringent than national safety codes or provisions, upon inspection and notification by the City of the faulty condition.
- B. If a right-of-way permit or temporary traffic control permit is revoked, the ROW-user shall also reimburse the City for the City's reasonable costs, including administrative costs, restoration costs and the costs of collection and reasonable attorneys' fees incurred in connection with such revocation.

Sec. 19-170. – Penalty.

Any person violating any provision of this Chapter is guilty of a public offense, and upon conviction thereof shall be fined in a sum of not less than two hundred dollars (\$200.00) nor more than five hundred dollars (\$500.00). Every day that this Chapter is violated shall constitute a separate offense. The City shall have the authority to maintain civil suits or actions in any court of competent jurisdiction for the purpose of enforcing the provisions of this Chapter. In addition to any other remedies, the City Attorney may institute injunction, mandamus or other appropriate actions or proceedings to prevent violations of this Chapter.

Article VII. – RIGHT-OF-WAY OTHER RIGHTS AND LAWS

Sec. 19-171. – Federal, State and City Jurisdiction.

- A. This Chapter shall be construed in a manner consistent with all applicable federal, state, and local laws. Notwithstanding any other provisions of this Chapter to the contrary, the construction, operation and maintenance of the ROW-user's facilities shall be in accordance with all laws and regulations of the United States, the state and any political subdivision thereof, or any administrative agency thereof, having jurisdiction.

- B. In addition, the ROW-user shall meet or exceed the most stringent technical standards set by regulatory bodies, including the City, now or hereafter having jurisdiction.
- C. The ROW-user's rights are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public. The ROW-user shall comply with all applicable laws and ordinances enacted pursuant to that power.
- D. Finally, failure of the ROW-user to comply with any applicable law or regulation may result in a forfeiture of any permit, registration or authorization granted in accordance with this Chapter.

Sec. 19-172. – City's failure to enforce.

The City's failure to enforce or remedy any noncompliance of the terms and conditions of this Chapter or of any right-of-way permit or temporary traffic control permit granted hereunder shall not constitute a waiver of the City's rights nor a waiver of any person's obligation as herein provided.

Sec. 19-173. – Reservation of rights.

- A. In addition to any rights specifically reserved to the City by this Chapter, the City reserves unto itself every right and power which is required to be reserved by a provision of any ordinance under any registration, permit or other authorization granted under this Chapter.
- B. The City Council shall have the right to waive any provision of this Chapter or any registration, permit or other authorization granted thereunder, except those required by federal or state law, if the City Council determines as follows:
 - 1. That it is in the public interest to do so; and,
 - 2. That the enforcement of such provision will impose an undue hardship on the person.
- C. To be effective, such waiver shall be evidenced by a statement in writing signed by a duly authorized representative of the City. Further, the City hereby reserves to itself the right to intervene in any suit, action or proceeding involving the provisions herein.
- D. Notwithstanding anything to the contrary set forth herein, the provisions of this Chapter shall not infringe upon the rights of any person pursuant to any applicable state or federal statutes, including, but not limited to the right to occupy the right-of-way.

Article VIII. – VACATING PUBLIC WAYS

Sec. 19-174. – Petition required.

Whenever any person, persons or entity's desire to have vacated any public squares, public parks, streets, avenues, alleys, or other highways, or any part thereof, such persons, persons or entity shall petition the city council, giving a distinct description of the property to be vacated, which petition shall be filed with the city clerk for delivery to the city council at their next regular meeting.

(UDC 2010, § 9.16; Ord. No. 66-249, § 1, 6-10-1966; Ord. No. 2013-3892, § 2, 3-26-2013)

Sec. 19-175. – Hearing on petition.

Upon any request, the city council may instruct the planning commission to hold a public hearing to consider the vacation of any public easement or right-of-way. Such public hearing shall be duly advertised and all property owners abutting such easements or rights-of-way and all utility agencies or companies using such easements shall be notified of such proposed vacation at least 14 days prior to the scheduled hearing. The city council, after receiving a recommendation from the planning commission, vacate such

easements or rights-of-way; however, no easement may be vacated if any official protest is received from any utility which has lines contained within such easement.

(UDC 2010, § 9.17; Ord. No. 66-249, § 1, 6-10-1966; Ord. No. 2013-3892, § 2, 3-26-2013)

Sec. 19-176. – Action on petition.

If no opposition is made to such petition at the hearing, the city council may vacate the same with such restrictions and reservations as it deems in the best interest for the public good. If opposition shall be made to the petition by any person or persons owning property abutting on such square, park, street, avenue, alley or highway, the city council may, if it deems advisable, overrule such objection and grant the prayer of the petition or deny the petition or order further hearings into the matter.

(UDC 2010, § 9.18; Ord. No. 66-249, § 2, 6-10-1966)

Sec. 19-177. – Reverter.

Whenever any public square, street, avenue, alley or other highway shall be vacated in accordance herewith, the same shall revert to the owners of the adjacent lots in proportion as it was taken from them.

(UDC 2010, § 9.19; Ord. No. 66-249, § 3, 6-10-1966)

Article IX. – ACCESS MANAGEMENT PLAN

This article is pending further review and evaluation by the Department of Public Works, Public Works Committee and other Staff.

Exhibit B

Unified Development Code, Belton, Missouri

Chapter 34 - STREETS AND SIDEWALKS

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ARTICLE I. - IN GENERAL

Sec. 34-1. - Obstructing public ways. [repealed]

Repealed.

(UDC 2010, § 9.1; Ord. No. 67-308, § 6.63, 8-31-1967)

Sec. 34-2. - Obstructing drainage facilities. [repealed]

Repealed.

(UDC 2010, § 9.2; Ord. No. 78-984, §§ 1, 2, 3-27-1979; Ord. No. 88-1857, § 1, 12-13-1988)

Sec. 34-3. - Foliage encroaching upon right-of-way; city authorized to remedy. [repealed]

Repealed.

(UDC 2010, § 9.3; Ord. No. 83-1347, § 1, 4-26-1983; Ord. No. 2009-3520, § 4, 2-24-2009)

Sec. 34-4. - Notice of intent to trim or remove. [repealed]

Repealed.

(UDC 2010, § 9.4; Ord. No. 83-1347, § 1, 4-26-1983; Ord. No. 2009-3520, § 2, 2-24-2009)

Sec. 34-5. - Requirements for private driveways along roads and streets.

[repealed]

Repealed.

(UDC 2010, § 9.5; Ord. No. 85-1550, §§ 1, 2, 6-13-1985; Ord. No. 89-1952, § 1, 12-19-1989)

Editor's note— Inasmuch as Ord. No. 85-1550, §§ 1, 2, adopted June 13, 1985, did not specify manner of codification, such provisions have been designated by the editor as § 9.5.

Sec. 34-6. - Use of skateboards and other like instruments; limitation, penalty for violation. [repealed]

Repealed.

(UDC 2010, § 9.6; Ord. No. 89-1897, §§ 1—5, 6-6-1989)

Sec. 34-7. - Dumping prohibited. [repealed]

Repealed.

(UDC 2010, § 9.7; Ord. No. 98-2576, § 1, 10-27-1998; Ord. No. 2012-3879, § 2, 12-11-2012)

Secs. 34-8—34-32. - Reserved.

ARTICLE II. - VACATING PUBLIC WAYS

Sec. 34-33. - Petition required. [repealed]

Repealed.

(UDC 2010, § 9.16; Ord. No. 66-249, § 1, 6-10-1966; Ord. No. 2013-3892, § 2, 3-26-2013)

Sec. 34-34. - Hearing on petition. [repealed]

Repealed.

(UDC 2010, § 9.17; Ord. No. 66-249, § 1, 6-10-1966; Ord. No. 2013-3892, § 2, 3-26-2013)

Sec. 34-35. - Action on petition. [repealed]

Repealed.

(UDC 2010, § 9.18; Ord. No. 66-249, § 2, 6-10-1966)

Sec. 34-36. - Reverter. [repealed]

Repealed.

(UDC 2010, § 9.19; Ord. No. 66-249, § 3, 6-10-1966)

Secs. 34-37—34-60. - Reserved.

ARTICLE III. - EXCAVATIONS

Sec. 34-61. - Provisions declared supplemental. [repealed]

Repealed.

Sec. 34-62. - Permit required; exception. [repealed]

Repealed.

Sec. 34-63. - Application for permit, fee. [repealed]

Repealed.

Sec. 34-65. - Bond required for excavation of right-of-way. [repealed]

Repealed.

Sec. 34-66. - Excessive repair work to be contracted out. [repealed]

Repealed.

Sec. 34-67. - Traffic, safety requirements. [repealed]

Repealed.

Sec. 34-68. - Work to be inspected. [repealed]

Repealed.

Sec. 34-69. - Backfill and pavement repairs. [repealed]

Repealed.

Sec. 34-70. - Violations; penalty. [repealed]

Repealed.

Secs. 34-71—34-98. - Reserved.

ARTICLE IV. - VEHICLES AND PROPERTY LEFT ON STREETS OR PUBLIC PROPERTY

Sec. 34-99. - Definitions. [repealed]

Repealed.

(UDC 2010, § 9.50; Ord. No. 79-1004, § 1, 6-26-1979)

Sec. 34-100. - Reserved.

Editor's note— Ord. No. 92-2090, § 2, adopted January 14, 1992, repealed § 34-100 (formerly § 9.51) which pertained to abandonment of motor vehicles or other personal property derived from Ord. No. 67-281, § 5.85, adopted May 1, 1967 and Ord. No. 68-388, § 1, adopted January 22, 1968.

Sec. 34-101. - Authority to remove and store generally; cost of removal and storage. [repealed]

Repealed.

(UDC 2010, § 9.52; Ord. No. 68-338, § 1, 1-22-1968; Ord. No. 91-2055, § 1, 6-11-1991)

Sec. 34-102. - Enumeration of circumstances authorizing removal from streets and highways. [repealed]

Repealed.

(UDC 2010, § 9.53; Ord. No. 67-281, § 5.85, 5-1-1967; Ord. No. 68-338, § 1, 1-22-1968; Ord. No. 79-1004, § 2, 6-26-1979)

Sec. 34-103. - Notice to owner of removed vehicle. [repealed]

Repealed.

(UDC 2010, § 9.54; Ord. No. 68-338, § 1, 1-22-1968; Ord. No. 79-1004, § 3, 6-26-1979)

Sec. 34-104. - Notice to state when vehicle owner unknown. [repealed]

Repealed.

(UDC 2010, § 9.55; Ord. No. 67-281, § 5.85, 5-1-1967; Ord. No. 79-1004, § 4, 6-26-1979)

Sec. 34-105. - Redemption before sale authorized; owner may claim proceeds of sale. [repealed]

Repealed.

(UDC 2010, § 9.56; Ord. No. 67-281, § 5.87, 5-1-1967; Ord. No. 85-1544, § 34, 5-29-1985)

Sec. 34-106. - Procedure for redemption before sale. [repealed]

Repealed.

(UDC 2010, § 9.57; Ord. No. 67-281, § 5.88, 5-1-1967; Ord. No. 85-1544, § 35, 5-29-1985)

Sec. 34-107. - Sale of unredeemed property required. [repealed]

Repealed.

(UDC 2010, § 9.58; Ord. No. 67-281, § 5.86, 5-1-1967; Ord. No. 85-1544, § 36, 5-29-1985)

Sec. 34-108. - Procedure for sale. [repealed]

Repealed.

(UDC 2010, § 9.59; Ord. No. 67-281, § 5.85, 5-1-1967; Ord. No. 85-1544, § 37, 5-29-1985)

Sec. 34-109. - Advertisement of sale. [repealed]

Repealed.

(UDC 2010, § 9.60; Ord. No. 67-281, § 5.90, 5-1-1967; Ord. No. 85-1544, § 38, 5-29-1985)

Sec. 34-110. - Appeal. [repealed]

Repealed.

(UDC 2010, § 9.61; Ord. No. 67-281, § 5.87, 5-1-1967)

Secs. 34-111—34-130. - Reserved.

ARTICLE V. - ARTERIAL STREET IMPROVEMENTS IMPACT FEE

Sec. 34-131. - Arterial street improvements impact fee—Computation.

- (a) The impact fee per vehicle trip for the citywide impact fee service area ("citywide service area") shall be computed by dividing total costs of arterial street network transportation facilities and facility expansions ("arterial street network") necessitated by and attributable to the new development in the citywide service area by the total number of vehicle trips anticipated within the citywide service area, based upon the land use assumptions for that service area.
- (b) The impact fee per vehicle trip that is to be paid by each new development within the citywide service area shall be the impact fee rate established by resolution of the city council initially upon adoption of this section, as provided for in section 34-132, and thereafter as part of the update provided for in subsection 34-140 or at such other times as deemed necessary by the city. If no action is taken by the city council to amend the impact fee rate, the rate then in effect shall remain in effect.

(Ord. No. 2011-3768, § 1, 11-22-2011)

Sec. 34-132. - Establishment of the citywide impact fee service area and adoption of the methodology for calculating the arterial street improvement impact fee.

In furtherance of the implementation of the arterial street improvements impact fee and upon adoption of this section, the boundaries of the citywide service area shall be established by adoption of a resolution by the city council showing the geographic boundaries of the service area and the methodology for calculation of the impact fee shall be established. The city council may also adopt administrative guidelines to facilitate implementation of the arterial street improvements impact fee.

(Ord. No. 2011-3768, § 1, 11-22-2011)

Sec. 34-133. - Applicability.

- (a) This section shall be applicable to all residential and nonresidential development on property within the boundaries of the city. This section is applicable to an increase in demand for arterial street network transportation facilities and the amount of the impact fee shall be based solely upon the increase in demand for arterial street network improvements generated by the new development. The impact fee is a condition of building permit approval.
 - (1) No building permit shall be issued within the city unless the applicant thereof has paid the applicable impact fee pursuant to this section, except as otherwise specifically provided in this section. The fee shall be collected prior to the issuance of a building permit for the development. If the permit is for less than the entire development, the fee shall be computed separately for the amount of development covered by the building permit.
 - (2) Any building permit issued without payment by the applicant and collection by the community planning and development department of the required impact fee shall be null and void.
- (b) This section shall not be applicable if a completed application for a building permit has been submitted to the community planning and development department prior to the effective date of this section, and if the construction proceeds according to the terms of the building permit. If said building permit expires, application for a new building permit shall be subject to this section.

(Ord. No. 2011-3768, § 1, 11-22-2011)

Sec. 34-134. - Calculation of and collection of impact fee.

- (a) Upon receipt of an application for a building permit for a new development, the director of community planning and development or his/her designee shall calculate the impact fee due by:
 - (1) Verifying the number and type of dwelling units or square footage of nonresidential structures or other applicable development unit that are proposed to be constructed as shown on the building permit application.
 - (2) Determining the impact fee that shall be applied for each dwelling unit or square footage of nonresidential structure or other applicable development unit pursuant to the most current edition of the Institute of Transportation Engineers (ITE) Trip Generation manual applying the most applicable land use classification.
 - (3) Multiplying the number of dwelling units or square footage of nonresidential structures, stated in terms of 1,000 square feet of gross floor area, or other applicable development unit by the applicable impact fee.
 - (4) The amount of each impact fee due shall be reduced by any allowable credits, in the manner provided in section 34-135 of this article.
- (b) Impact fees shall be collected at the time a building permit is issued by the city for a development with respect to which this section is applicable.
- (c) Payment over a period of years. For nonresidential development, any person subject to an impact fee may arrange for payment of the impact fee over a period of three equal annual payments in accordance with the following:
 - (1) Application for the payment over a period of years shall be made in writing to the director of community planning and development or his/her designee on or before the time the impact fee is due and payable.
 - (2) Participation in the payment over a period of years program requires the person to enter into an impact fee payment agreement with the city.
 - (3) Upon execution of the impact fee payment agreement with the city, the person shall provide the city with financial assurances in the form of an irrevocable letter of credit from a bank with sufficient financial capacity as determined by the city administrator or his/her designee in a form approved by the city attorney in the amount of impact fee owed and with a three-year term.
 - (4) Throughout the three-year payment period the amount of the letter of credit may be reduced to reflect the remaining balance of the impact fee owed as payments are made to the city.

(Ord. No. 2011-3768, § 1, 11-22-2011)

Sec. 34-135. - Credits.

- (a) Construction credits.
 - (1) Any person subject to an impact fee pursuant to this section may apply for a credit against any impact fee for any contribution, payment or construction accepted and received by the city for any arterial street network improvement identified in the Snyder & Associates Analysis, as amended, except that no credit shall be provided for the following:
 - i. Dedication of rights-of-way, since land costs were not included in calculating the impact fee.
 - ii. Improvements to city streets other than arterial streets, with the exception that improvements to the intersections of city arterials and city non-arterials, shall be eligible if

they expand the capacity of the arterial and are included in the Snyder & Associates Analysis, as amended.

- iii. Any improvement that is primarily related to serving an individual development project, such as acceleration-deceleration lanes, turn lanes or traffic signals that primarily serve traffic entering or exiting the development project.
- iv. Improvements for which reimbursement or direct funding are being provided for under an approved city incentive financing plan.
- v. The city will not provide a credit when no impact fees for the new development can be collected pursuant to this section or for any amount exceeding the total impact fee due for the new development, unless otherwise agreed to by the city.

(2) Credits shall be calculated as follows:

- i. No credit shall be provided under this section for contributions, payments or construction made more than five years prior to the effective date of this section.
- ii. Credits for contributions, payments or construction received and accepted by the city prior to the effective date of this section shall be provided if the development for which the contribution, payment or construction was made has not been completed. The current owner of the property or the individual making the contribution or improvement for which such contribution, payment or construction was made as a condition of development approval shall file an application for credit within one year of the effective date of this section. If the application is not made within one year following the effective date of this Section, no credit shall be provided. The application for credit shall be submitted and reviewed as provided in this section. The amount of the credit for a contribution, payment or construction made prior to the effective date of this section shall be the current value of the contribution, payment or construction, less the total amount of arterial street impact fees that would have been owed for the building permits already issued for the project. The value of any construction shall not include costs for improvements that are in excess of city standards, unless the city specifically required the higher standard construction. The current value shall be determined using the engineering news-record construction cost index, or an equivalent index if such index is discontinued.
- iii. Any contribution, payment or construction received and accepted by the city on or after the effective date of this Section shall be credited in an amount equal to 100 percent of the contribution or payment or the estimated cost of the construction for the required arterial street network improvement that expands the capacity of the city's arterial street network as described in the Snyder & Associates Analysis, as amended. The estimated cost shall be based on the lowest responsive bid by a qualified bidder, which bid is approved by the director of community planning and development; or, if no bid is available, the estimated cost certified by a licensed engineer and approved by the director of community planning and development.
- iv. A construction credit may be applied against arterial street network impact fees that would otherwise be due for building permits issued anywhere within the benefit district of the development for which the arterial street network improvement or contribution was required as a condition of development approval. The city shall maintain an accounting of the amount of the credits held by an impact fee credit holder and shall reduce the amount of the credits as authorized by the impact fee credit holder. After the credit balance is exhausted, no additional credits shall be applied to subsequent building permits.

- (b) Renovated and damaged structures credits. Any person subject to an impact fee pursuant to this Section may apply for a credit against any impact fee for the following types of renovation or restoration.

- (1) Renovation. Room additions, remodeling, rehabilitation or other improvements to an existing structure, provided that there is no increase in the number of dwelling units for residential use or in the amount of square footage for nonresidential use.
 - (2) Damage. Rebuilding or replacement of a damaged, destroyed, demolished or removed structure, whether voluntary or involuntary, provided that there is no increase in the number of dwelling units for residential use or in the amount of square footage for nonresidential use.
- (c) Redevelopment credits. Any person subject to an impact fee pursuant to this Section may apply for a partial credit against any impact fee for the following types of redevelopment.
- (1) Change of use. The change of an existing use within an existing building shall result in a full credit. Any additional new vehicle trips created by the construction of additional building square footage for the change in use will be subject to the per vehicle trip impact fee based upon the new land use category. If the change in use, including the additional square footage, results in a total number of vehicle trips equal to or less than the previous use, a full credit will apply.
 - (2) Redevelopment of property. As used in this subsection "redevelopment" means the demolition of one or more existing buildings and the subsequent construction of one or more new buildings on the property. The redevelopment of property shall result in a full credit. Any additional new vehicle trips created by the construction of additional building square footage in the redevelopment will be subject to the per vehicle trip impact fee based upon the new land use category of the redevelopment. If the redevelopment, including the additional square footage, results in a total number of vehicle trips equal to or less than the previous use, a full credit will apply.
- (d) School district and tax exempt entity credits. The following categories shall be granted a full credit in the amount of the impact fee imposed under this section.
- (1) School districts. Development of structures for a school district of the state.
 - (2) Tax exempt entity. Development of structures for a person that is not subject to any federal, state or local taxes, including federal, state and local sales, income, personal property, real property, use, earnings or license taxes. The burden of proof shall be on the person claiming this credit to demonstrate, by clear and convincing evidence, that the development being constructed is exempt from all federal, state and local taxes as described in this subsection.
- (e) An applicant must apply for a credit against impact fees due at the time of application for a building permit unless the city agrees in writing to a different time. The applicant shall file a petition for credits with the director of community planning and development or his/her designee on a form provided by the city for this purpose.

The director of community planning and development or his/her designee shall provide the applicant, in writing, with a decision on the credit request, including the reasons for the decision. The decision shall specify the maximum value of the credit that may be applied against the impact fee.

The application for credit shall include the following information:

- (1) If the proposed application for credit involves construction:
 - i. The proposed plan of the specific construction prepared and certified by a duly qualified and licensed engineer or contractor; and
 - ii. The lowest responsive bid by a qualified bidder, or, if no bid is available, projected costs for the suggested capital improvement, which shall be based on local information for similar improvements, along with the construction timetable for the completion thereof. Such estimated costs shall include the cost of construction or reconstruction; the cost of plans and specifications; the costs of professional services; and all other expenses necessary or incident to such construction or reconstruction.
- (2) If the proposed application for credit involves a credit for any contribution or payment:

- i. A copy of the document in which the contribution or payment was agreed;
 - ii. If payment has been made, proof of payment; or
 - iii. If payment has not been made, the proposed method of payment.
- (3) If the proposed application for credit involves any other type of development described above, provide as applicable:
- i. Information regarding the current proposed use of the building, previous use of the building, the time period it has been vacant or demolished, and information regarding the tax exempt entity.

(Ord. No. 2011-3768, § 1, 11-22-2011)

Sec. 34-136. - Establishment of accounts.

- (a) The city's finance department shall establish an account for the arterial street improvements impact fee ("impact fee account"). All impact fees collected shall be deposited into the account.
- (b) Interest earned on the funds in the account shall be considered funds of the account and shall be used only for the purposes authorized in section 34-137 of this article.
- (c) The city's finance department shall maintain and keep adequate financial records of the account that shall show the source and disbursement of all funds placed in or expended from the account, and that ensure that the impact fees expended from the account are used only for the purposes authorized in section 34-137 of this article. Disbursement of funds shall be authorized by the city at such times as are reasonably necessary to carry out the purposes and intent of this article.
- (d) The records of the account into which impact fees are deposited shall be open for public inspection and copying during ordinary business hours. The fee for copying services shall be as established by the city.

(Ord. No. 2011-3768, § 1, 11-22-2011)

Sec. 34-137. - Use of proceeds of impact fee account.

- (a) The impact fees collected for the citywide service area pursuant to this article shall be used to finance or to recoup arterial street network improvement costs. Impact fees may also be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the city to finance arterial street network improvements.
- (b) Impact fees collected pursuant to this section shall not be used to pay for any of the following expenses: (i) rights-of-way necessary for construction of the city's arterial street network; (ii) individual development project required traffic improvements; (iii) construction, acquisition or expansion of transportation facilities other than those identified in the Snyder & Associates Analysis, as amended; (iv) repair, operation or maintenance of existing transportation facilities; (v) upgrade, expansion or replacement of existing transportation facilities to serve existing developments at the level of service established for arterial street network transportation facilities or facility expansions necessary to serve new development; and (vi) the cost of construction, acquisition or expansion of transportation facilities or transportation facility expansion necessary to accommodate trips with an origin and destination outside the citywide service area.

(Ord. No. 2011-3768, § 1, 11-22-2011)

Sec. 34-138. - Refunds.

- (a) Any impact fees collected shall be returned to the feepayer or his successor in interest if the impact fees have not been spent within seven years from the date the building permit for the residential or

nonresidential development was issued, along with interest at the average annual rate earned by funds in the impact fee account. Impact fees shall be deemed to be spent on the basis that the first fee collected shall be the first fee spent. The refund of the impact fees shall be undertaken through the following process:

- (1) The current owner of the property must petition the city for the refund within one year following the seven-year period from the date on which the impact fee was paid. Within one month of the end of the seven-year period from the date on which the unspent impact fee was paid, the director of community planning and development shall notify the feepayer of eligibility for a refund at the address provided by the feepayer at the time of fee payment or at a new address subsequently provided by the feepayer. It shall be the responsibility of the feepayer to keep the address current.
- (2) The petition must contain the following information:
 - i. A notarized sworn statement that the petitioner is the current owner of the property;
 - ii. A copy of the dated receipt issued for payment of the impact fee;
 - iii. A certified copy of the latest recorded deed for the property; and
 - iv. A copy of the most recent ad valorem tax bill for the property.
- (3) Within one month from the date of receipt of a petition for refund, the director of community planning and development shall review the petition and determine if it is complete. If the director of community planning and development determines the petition is not complete, a written statement specifying the deficiencies shall be sent to the petitioner by certified mail. Unless the deficiencies are corrected, the director of community planning and development shall take no further action on the petition. When the director of community planning and development determines that the petition is complete, the petition shall be reviewed within one month. The director of community planning and development shall approve the refund petition if it is determined that the feepayer or his successor in interest has paid a fee which the city has not spent within the period of time permitted under this section. The refund shall include the fee paid, plus interest.

(Ord. No. 2011-3768, § 1, 11-22-2011)

Sec. 34-139. - Appeals.

- (1) To the city manager.
 - (a) The applicant for a building permit may appeal the following decisions to the city manager: (i) the applicability of the impact fee to the new development; (ii) the amount of the impact fee due (including the land use classification of the development or the number of trips generated by the new development); (iii) the applicability of a credit against an impact fee due and the amount of a credit or (iv) the decision regarding a refund.
 - (b) The burden of proof shall be on the applicant to demonstrate that the amount of the impact fee or the amount of the credit or refund was not calculated in accordance with the provisions of this section or the administrative guidelines, if any.
 - (c) The applicant shall file a notice of appeal with the city clerk within ten days following notice of the applicable impact fee calculation or refund decision. The notice of appeal shall specify the grounds for the review. If applicable, the application for development approval with respect to which the appeal is filed may be processed while the appeal is pending, provided that the notice of appeal is accompanied by a bond or other sufficient surety satisfactory to the city attorney in an amount equal to the original determination of the impact fee due.
 - (d) Within ten days of the notice of appeal, or by such date as shall be agreed upon in writing between the applicant and city, applicant may submit to the city manager traffic engineering studies containing documentation of trip generation rates for the new development, vehicle

miles at p.m. peak hour to be generated by the new development, and other trip or demand data appropriate for determination of the impact fee rate for the new development and economic documentation studies containing documentation of the cost per lane per mile for roadway construction appropriate for the new development and credits attributable to the new development that can be expected to be available to replace the portion of the traffic demand generated by the new development.

- (e) Within 30 days after filing of the notice of appeal, the city manager shall render a final decision in writing to the applicant regarding the calculation of the impact fee or refund decision.
- (2) To the city council.
- (a) An applicant may appeal the final decision of the city manager by filing a notice of appeal with the city clerk within ten days following issuance of the final written decision of the city manager as specified in section 34-139(a)(e). If an applicant fails to appeal the final decision of the city manager within ten days as set forth in this subsection, the calculation of the impact fee shall be final and no appeal shall be heard.
 - (b) An applicant may appeal the following decisions of the city manager to the city council: (i) the applicability of the impact fee to the new development; (ii) the amount of the impact fee due (including the land use classification of the new development or the number of trips generated by the new development); (iii) the applicability of a credit against an impact fee due and the amount of a credit; or (iv) the decision regarding a refund.
 - (c) Within ten days of receipt of the notice of appeal, or by such date as shall be agreed upon in writing between the applicant and the city, the applicant shall submit to the city council copies of all studies, calculations and other documentation appropriate to the determination of the impact fee.
 - (d) The notice of appeal shall specify the grounds for the appeal. The notice of appeal shall be forwarded to the city council along with a recommendation from the city staff, and the city council shall conduct a hearing. The applicant shall receive notice of the hearing by certified mail at least 15 days prior to the hearing.
 - (e) Within 30 days after the hearing before the city council, the city council shall render a final decision. The applicant that submitted the notice of appeal shall receive written notice of the decision.
- (3) Calculation of days. The number of days specified in this section shall include weekend days and holidays. The last day of the period shall be included in the computation, unless it is a Saturday, Sunday or a legal holiday, and if it is, the period runs until the end of the next day which is not a Saturday, Sunday or a legal holiday. A half-holiday shall be considered as other days and not as a holiday. "Legal holiday" includes any day designated as a holiday by the Congress of the United States, Missouri legislature or the city council.

(Ord. No. 2011-3768, § 1, 11-22-2011)

Sec. 34-140. - Updates to planning and revision of fees.

- (a) The city shall update its land use assumptions and arterial street improvements impact fee transportation facilities or facility expansion plans and shall recalculate its impact fee not less than once every three years.
- (b) From time to time it may become necessary for city staff to develop additional categories of land use for a more precise trip generation rate for calculation of an impact fee. These categories are in addition to the land use categories and related trip generation rates from the Institute of Traffic Engineers, Trip Generation Manual. In those instances, the new land use category and related trip generation rate will be incorporated into the city's transportation impact fee program and updated accordingly.

(Ord. No. 2011-3768, § 1, 11-22-2011)

Sec. 34-141. - Agreement for capital improvements

An applicant for development approval within the citywide service area may construct or finance arterial street network transportation facilities or facility expansions if required or authorized by the city, by entering into an agreement with the city prior to the issuance of any building permit for the new development. The agreement shall be in a form approved by the city, and shall identify the estimated cost of the arterial street network improvement, the schedule for initiation and completion of the improvement, and contain a requirement that the improvement be designed and constructed to comply with city standards and all other terms and conditions as deemed necessary by the city. The agreement shall provide for the method to be used to determine the amount of the credit to be given against impact fees due for the new development.

(Ord. No. 2011-3768, § 1, 11-22-2011)

Sec. 34-142. - Use of other financing mechanisms.

- (a) The city may finance arterial street network transportation facilities or facility expansions through the issuance of bonds, through the formation of special, benefit, or improvement districts or other assessment districts or through any other authorized mechanism, in the manner and subject to such limitations as may be provided by law, in addition to the use of impact fees.
- (b) Except as hereinafter provided, the assessment and collection of impact fees shall be additional and supplemental to, and not in substitution of, any other tax, fee, charge or assessment that is lawfully imposed on and due against the property.
- (c) The city may pay all or part of impact fees due for a new development taking into account available credits provided for in section 34-139 of this article.

(Ord. No. 2011-3768, § 1, 11-22-2011)

Sec. 34-143. - Impact fee as additional and supplemental regulation.

Impact fees established by this section are additional and supplemental to, and not in substitution for, any other requirement proposed by the city on the development of land or the issuance of building permits. Impact fees are intended to be consistent with and implement the policies of the city's comprehensive plan, the capital improvements plan, the zoning ordinance, subdivision regulations, and other city policies, ordinances and resolutions by which the city seeks to ensure the provision of adequate public facilities in conjunction with the development of land.

(Ord. No. 2011-3768, § 1, 11-22-2011)

Sec. 34-144. - Supplemental materials.

The following supplemental materials should be consulted for additional information related to the imposition and calculation of arterial street improvements impact fees:

- (a) Arterial Street Improvements Impact Fee Administrative Guidelines (Adopted by Resolution 2008-10).
- (b) Arterial Street Improvements Impact Fee Service Area (Adopted by Resolution 2005-50).
- (c) Methodology and Rates for Calculating the Arterial Street Improvements Impact Fee (Adopted by Resolution 2005-50).

(Ord. No. 2011-3768, § 1, 11-22-2011)

Sec. 34-145. - Definitions.

As used in this article:

Arterial street network means arterial street network transportation facilities and facility expansions as identified and discussed in the Arterial Street Improvement Impact Fee Analysis, prepared by Snyder & Associates, dated August 10, 2005, as amended.

Building means any structure used or intended for supporting or sheltering any use or occupancy.

Building permit means the permit required for new construction and additions pursuant to the City Code of the City of Belton.

City manager means the city manager or his or her designee.

Developer means a person who engages in development.

Development means any man-made change to improved or unimproved land, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavating or drilling operations.

Dwelling unit means one or more rooms constituting all or part of a building and that are arranged, designed, or used exclusively as a single housekeeping unit for one family, and that may include cooking, living, sanitation, and sleeping facilities.

Impact fee means arterial street improvements impact fee.

Nonresidential means created or used for any purpose other than residential uses or purposes.

Person means any individual, partnership, corporation, trust, incorporated or unincorporated association, marital community, joint venture, governmental entity, or other entity or group of persons however organized.

Per trip, or vehicle trip means a single or one-direction vehicle movement with either the origin or the destination (exiting or entering) at the subject building. For trip generation purposes, the total trip ends for a building over a given period of time are the total of all trips entering plus all the trips exiting a site during a designated time period.

P.M. peak hour means the hour between 4:00 p.m. and 6:00 p.m. during the weekdays, Monday through and including Friday, at which the average traffic volume is highest.

Residential means primarily created or used for a dwelling for one or more persons.

School district means a public school district of the State of Missouri.

Structure means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner for either residential or nonresidential purposes.

(Ord. No. 2011-3768, § 1, 11-22-2011)



CITY OF BELTON
 520 Main Street
 Belton, MO 64012
 (816) 331-4331
 Fax: (816) 331-6973

PERMIT FOR WORK ON CITY RIGHT-OF-WAY, CITY EASEMENT, OR CITY PROPERTY

TO BE COMPLETED BY CITY STAFF	
PERMIT NUMBER	
PERMIT ISSUE DATE	

DATE OF APPLICATION:		<input type="checkbox"/> FAX	<input type="checkbox"/> EMAIL	<input type="checkbox"/> WALKIN
PERMIT LOCATION/STREET ADDRESS:				
MISSOURI ONE CALL TICKET NUMBER: <small>THE USE OF INDUSTRY STANDARD UTILITY MARKING AND COLOR CODES IS REQUIRED.</small>				
TYPE OF WORK				
<input type="checkbox"/> WATER	<input type="checkbox"/> GAS	<input type="checkbox"/> WASTEWATER	<input type="checkbox"/> WATER/SEWER SERVICE	
<input type="checkbox"/> CATV	<input type="checkbox"/> ELECTRIC	<input type="checkbox"/> COMMUNICATIONS	<input type="checkbox"/> DRIVEWAY	
<input type="checkbox"/> SIDEWALK	<input type="checkbox"/> OTHER (please specify)			
CONTACT INFORMATION				
CONTRACTOR/APPLICANT:				
CONTACT NAME:				
ADDRESS:				
CITY:		STATE:		ZIP:
TELEPHONE:			CELL PHONE:	
EMAIL:				
OWNER OF FACILITIES (UTILITY COMPANY):				
CONTACT NAME:				
ADDRESS:				
CITY:		STATE:		ZIP:
TELEPHONE:			CELL PHONE:	
EMAIL:				
SUBCONTRACTOR (IF APPLICABLE):				
CONTACT NAME:				
ADDRESS:				
CITY:		STATE:		ZIP:
TELEPHONE:			CELL PHONE:	
EMAIL:				

PERMIT FOR WORK ON CITY RIGHT-OF-WAY, CITY EASEMENT, OR CITY PROPERTY
City of Belton, Missouri

DETAILS OF WORK				
ESTIMATED START DATE		ESTIMATED COMPLETION DATE		
THE PERMIT TERM SHALL NOT EXCEED 60 DAYS.				
PURPOSE OF WORK	<input type="checkbox"/> REPAIR	<input type="checkbox"/> REPLACEMENT	<input type="checkbox"/> NEW INSTALLATION	
	<input type="checkbox"/> OTHER (please specify)			
INSTALLATION METHOD	<input type="checkbox"/> OPEN CUT		<input type="checkbox"/> TUNNELING/BORING	
	<input type="checkbox"/> OTHER (please specify)			
AFFECTED AREA	<input type="checkbox"/> PAVEMENT	<input type="checkbox"/> GRASS	<input type="checkbox"/> CURB	
	<input type="checkbox"/> SIDEWALK	<input type="checkbox"/> DRIVEWAY	<input type="checkbox"/> POTHoles/SPOT HOLES IN PAVEMENT	
	<input type="checkbox"/> SERVICE CONNECTION ACROSS STREET	AREA OF STREET CUT (LxW): # OF STREET CUTS:		
	<input type="checkbox"/> AREIAL/POLE MOUNTED	<input type="checkbox"/> OTHER:		
LENGTH IN FT (IF LINEAR WORK):	FROM		TO	
THE MAXIMUM LENGTH OF LINEAR WORK PER PERMIT IS 2,000 FEET.				
OTHER DETAILS				
TOTAL DISTURBED AREA*:				
	SQ. FT		ACRES	
THE FOLLOWING ARE ACKNOWLEDGED AND/OR ATTACHED AND INCORPORATED INTO THIS PERMIT APPLICATION, PER CITY'S ROW ORDINANCE:				
<input type="checkbox"/> REGISTRATION				
<input type="checkbox"/> TEMPORARY TRAFFIC CONTROL PERMIT, AS APPLICABLE				
<input type="checkbox"/> LAND DISTURBANCE PERMIT, AS APPLICABLE				
<input type="checkbox"/> ENGINEERING DRAWINGS, CONSTRUCTION PLANS, ETC. SHOWING THE LOCATION AND AREA OF PROJECT AND EXISTING AND PROPOSED FACILITIES AT SUCH LOCATION				
<input type="checkbox"/> WORK PLAN AND SCHEDULE				
<input type="checkbox"/> PERFORMANCE AND MAINTENANCE BONDS, AS APPLICABLE				
<input type="checkbox"/> APPROPRIATE FEES WILL BE PAID UPON ISSUANCE OF PERMIT				

PERMIT FOR WORK ON CITY RIGHT-OF-WAY, CITY EASEMENT, OR CITY PROPERTY
City of Belton, Missouri

PERMIT FEE CALCULATION (TO BE COMPLETED BY CITY STAFF)
PERMIT FEE = BASE PERMIT FEE + ([LINEAR WORK FEE] X [FEET]) + ([STREET CUT FEE] X [# OF STREET CUTS])
TOTAL PERMIT FEE:

This application is made under the terms of Chapter 19 of the Code of Ordinances of the City of Belton, Missouri, governing work within public right-of-way, to accomplish the work herein described. Applicant hereby agrees to perform said work and restoration of right-of-way in strict accordance with the provisions of said Chapter 19 and further agrees to satisfactorily repair any failure or damage within the right-of-way resulting from the excavation or construction covered under this application within four years thereafter.

Pursuant to Chapter 19 of the Code of Ordinances, re-inspection fees will be applied separately if determined necessary by the City Inspector.

The permit is valid for 60 days from the date of the Permit Issue Date.

SIGNATURE REQUIRED	
PERMITTEE OR AUTHORIZED AGENT	CITY ENGINEER OR HIS OR HER DESIGNEE
_____ SIGNATURE	_____ SIGNATURE
_____ PRINTED NAME	_____ PRINTED NAME
_____ DATE	_____ PERMIT ISSUE DATE



CITY OF BELTON
 520 Main Street
 Belton, MO 64012
 (816) 331-4331
 Fax: (816) 331-6973

PERMIT FOR TEMPORARY TRAFFIC CONTROL

TO BE COMPLETED BY CITY STAFF	
PERMIT NUMBER	
PERMIT ISSUE DATE	

DATE OF APPLICATION:	<input type="checkbox"/> FAX	<input type="checkbox"/> EMAIL	<input type="checkbox"/> WALKIN
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PERMIT LOCATION/STREET ADDRESS:

MISSOURI ONE CALL TICKET NUMBER:
 THE USE OF INDUSTRY STANDARD UTILITY MARKING AND COLOR CODES IS REQUIRED.

LOCATION OF WORK

STREET:	FROM:	TO:
----------------	--------------	------------

STREET:	FROM:	TO:
----------------	--------------	------------

<input type="checkbox"/> FULL STREET CLOSURE	<input type="checkbox"/> PARTIAL STREET CLOSURE SPECIFY # OF LANES CLOSED	<input type="checkbox"/> SIDEWALK	<input type="checkbox"/> OTHER _____
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REASON FOR TEMPORARY TRAFFIC CONTROL:

START DATE:	END DATE:	TIME CLOSED (HOURS/DAYS):
--------------------	------------------	----------------------------------

CONTACT INFORMATION

CONTRACTOR/APPLICANT:

CONTACT NAME:

ADDRESS:

CITY:	STATE:	ZIP:
-------	--------	------

TELEPHONE:	CELL PHONE:
------------	-------------

EMAIL:

OWNER OF FACILITIES (UTILITY COMPANY):

CONTACT NAME:

ADDRESS:

CITY:	STATE:	ZIP:
-------	--------	------

TELEPHONE:	CELL PHONE:
------------	-------------

EMAIL:

PERMIT FOR TEMPORARY TRAFFIC CONTROL

City of Belton, Missouri

THE FOLLOWING ARE ACKNOWLEDGED AND/OR ATTACHED AND INCORPORATED INTO THIS PERMIT APPLICATION, PER CITY'S ROW ORDINANCE:

- REGISTRATION
- TRAFFIC CONTROL PLAN
- RIGHT-OF-WAY PERMIT, AS APPLICABLE
- LAND DISTURBANCE PERMIT, AS APPLICABLE
- WORK PLAN AND SCHEDULE, AS APPLICABLE
- PERFORMANCE AND MAINTENANCE BONDS, AS APPLICABLE
- APPROPRIATE FEES WILL BE PAID UPON ISSUANCE OF PERMIT

PERMIT FEE CALCULATION (TO BE COMPLETED BY CITY STAFF)

PERMIT FEE = [PERMIT FEE] X [# OF LANES CLOSED] X [# OF DAYS CLOSED]

TOTAL PERMIT FEE:

This application is made under the terms of Chapter 19 of the Code of Ordinances of the City of Belton, Missouri, governing work within public right-of-way, to accomplish the work herein described. Applicant hereby agrees to perform said work and restoration of right-of-way in strict accordance with the provisions of said Chapter 19 and further agrees to satisfactorily repair any failure or damage within the right-of-way resulting from the excavation or construction covered under this application within four years thereafter.

SIGNATURE REQUIRED

The permit is valid for 60 days from the date of the Permit Issue Date.

PERMITTEE OR AUTHORIZED AGENT

CITY ENGINEER OR HIS OR HER DESIGNEE

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

DATE

PERMIT ISSUE DATE

All appropriate departments have been notified

BILL NO. 2016-82

ORDINANCE NO. 2016-

AN ORDINANCE AMENDING APPENDIX A – SCHEDULE OF FEES AND CHARGES, PART II. – UNIFIED DEVELOPMENT CODE OF THE UNIFIED DEVELOPMENT CODE AND THE CODE OF ORDINANCES AND CHAPTER 36 – SUBDIVISION REGULATIONS OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF BELTON, MISSOURI TO REFLECT THE CORRECT NOMENCLATURE, FEES AND CHARGES RELATED TO PUBLIC WORKS ENGINEERING ITEMS INCLUDING RIGHT-OF-WAY PERMITTING, SANITARY SEWER IMPACT FEES, AND ENGINEERING REVIEW FEES.

WHEREAS, THE City of Belton, Missouri Code of Ordinances was recodified in October 2011; and

WHEREAS, the City of Belton, Missouri adopted the Unified Development Code (UDC) December 13, 2011; and

WHEREAS, the City Attorney, Public Works Director, City Engineer, Engineering Division and Transportation Division reviewed Chapter 19 – Streets, Sidewalks and Other Public Places of the Code of Ordinances, Chapter 34 - Streets and Sidewalks of the UDC, Chapter 36 – Subdivision Regulations of the UDC, and Appendix A – Schedule of Fees and Charges of the UDC and the Code of Ordinances of the City of Belton, Missouri and determined the code, fees and guidance on management of the right-of-way to be deficient and in need of amendments and reorganization; and

WHEREAS, an ordinance amending Chapter 19 – Streets, Sidewalks, Rights-of-way, and Other Public Places of the Code of Ordinances and Chapter 34 – Streets and Sidewalks of the UDC of the City of Belton Missouri should be passed in conjunction with and complementary to this ordinance effecting the fees; and

WHEREAS, the revisions in the aforementioned complementary ordinance provide new and additional guidance on how right-of-way permitting fees should be calculated. These revisions allow the City to recover actual costs associated with administering permits, reviewing plans, coordinating about the permit, locating City utilities, and inspecting the permitted work; and

WHEREAS, while reviewing the Schedule several errors were found and are hereby submitted for correction. One error in relation to the sanitary sewer impact fees was found in the Schedule. The Council Info Sheet and Staff Memo that were provided with Ordinance No. 2014-4038 explained the appropriate charges for the sewer impact fees; and

WHEREAS, a public hearing was held before the Regular Session City Council Meeting on July 26, 2016 to receive input concerning the consideration amendments to Chapter 19 of the

Code of Ordinances, Chapter 34, and 36 of the UDC and Appendix A of the UDC and the Code of Ordinances upon proper notice advertised in the Friday, July 8, 2016 edition of *Cass County Democrat Missourian*, a weekly/daily newspaper of general circulation in the County of Cass, State of Missouri; and

WHEREAS, staff presented and received input on the recommended revisions to Chapter 19 of the Code of Ordinances and Chapter 34 of the Unified Development Code to the following groups: Planning Commission on July 18, 2016, the City Council during a Working Session on July 19, 2016, and the Public Works Committee on July 21, 2016. In addition, the recommended revisions have been discussed at the subsequent City Council working and regular sessions since the time it was originally presented; and

WHEREAS, staff recommends to amend and update Appendix A – Schedule of Fees and Charges, Part II. – Unified Development Code of the UDC and the Code of Ordinances and Chapter 36 – Subdivision Regulations of the UDC of the City of Belton, Missouri to reflect the correct nomenclature, fees and charges related to Public Works Engineering items including right-of-way permitting, sanitary sewer impact fees, and engineering review fees.

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

Section 1. That Appendix A – Schedule of Fees and Charges, Part II. – Unified Development Code of the UDC and the Code of Ordinances of the City of Belton, Missouri is hereby amended and revised with the addition of the highlighted text and deletion of the stricken text to read as follows:

Code of Ordinances and Unified Development Code

**Appendix A – SCHEDULE OF FEES AND CHARGES
PART II. - UNIFIED DEVELOPMENT CODE**

~~Updated May 2014~~ [Adopted September 9, 2014] **Updated May 2014 and August 2016**

Application Type	Filing Fees
Subdivision—Plan Reviews	
Prelim. residential	\$200.00 for first 20 lots + \$10.00/lot thereafter
Final residential	\$200.00 for first 20 lots + \$10.00/lot thereafter

Prelim. commercial	\$300.00 for first 40 acres + \$10.00/acre thereafter
Final commercial	\$300.00 for first 40 acres + \$10.00/acre thereafter
Planning/Zoning	
Rezoning—Residential	\$150.00
Rezoning—Comm., Mfg, PUD	\$200.00
Special use	\$150.00
Variance	\$150.00
Lot split	\$150.00
Vacation	\$0.00
Building	
Building permit fee (Based on valuation, calculated as per section 10-52, Unified Development Code)	Minimum fee \$42.00
Valuation \$2,001.00 to \$25,000.00	\$42.00 for first \$3,000.00 plus \$7.40 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
Valuation \$25,001.00 to \$50,000.00	\$205.00 for first \$25,000.00 plus \$5.80 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
Valuation \$50,001.00 to \$100,000.00	\$350.00 for first \$50,000.00 plus \$5.50 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
Valuation \$100,001.00 to \$500,000.00	\$625.00 for first \$100,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof
Valuation \$500,001.00 to \$1,000,000.00	\$2,225.00 for first \$500,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof, to and including

	\$1,000,000
Valuation \$1,000,001.00 and up	\$4,225.00 for first \$1,000,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof
Engineering	
Arterial street impact fee	\$620.00/PM peak hour traffic trip (table attached)
Water impact fee	Size displacement/turbine
	¾" = \$3,090.00
	1" = \$4,944.00
	1.5" = \$6,180.00/\$9,888.00
	2" = \$12,360.00/\$14,832.00
	3" = \$18,540.00/\$33,867.00
	4" = \$24,670.00/\$61,800.00
Sanitary sewer connection impact fee	\$500.00 – \$1,600.00
	Minimum \$1,200 residential and \$2,000 commercial
	Dependent upon sewer district and meter size
Land disturbance permit	No fee - except applicable public infrastructure fees
Excavating permit	\$5.00
Excavating bond	\$200.00 cash bond + \$5,000.00 surety bond
Service Provider Registration	\$19

Right-of-way permit	\$62
Street cut charge	\$24
Linear work charge	\$0.07/LF (2,000 LF per permit)
Re-inspection	\$24/re-inspection
Temporary Traffic Control Permit - Community Event	\$10/day
Temporary Traffic Control Permit – Arterial Street	\$24/lane/day
Temporary Traffic Control Permit – Collector Street	\$18/lane/day
Temporary Traffic Control Permit – Local Street	\$12/lane/day
Water tap	\$400.00 for ¾" meter
	\$482.00 for 1" meter
	\$540.00 for 1" tap w/dual ¾" meter
	\$892.00 for 1.5" meter
	\$1,120.00 for 2" meter
	Larger meters at current material costs
Water deposit	Builder = \$110.00
Public Infrastructure	
Engineering review and inspection fee	3% of the construction cost
Performance and 2-yr maintenance bond	100% of the construction cost

Fire	
Plan review fee	None
Operational permit fee	None
Construction permit fee	See building fees
Blasting permit	\$300.00

NOTES: Last updated ~~1-1/2014~~ 07/2016

(Ord. No. 2014-4038, § 1, 9-9-2014)

Section 2. That Chapter 36 – Subdivision Regulations, Article V. – Public Improvements, Section 36-113. – Improvement Procedure, subsection (p) Inspection of Public Improvements of the Unified Development Code of the City of Belton, Missouri is hereby amended to read as follows with the deletion of the stricken text and the addition of the highlighted text; this section is modified as provided in Exhibit A.

(p) Inspection of public improvements. Unless otherwise approved by the city engineer, all improvements shall be inspected by the City of Belton. The subdivider shall pay to the city a fee of ~~four~~ **two** percent of the estimated cost of the required public improvements, as defined in subsection (s) of this section, for construction inspection. The subdivider shall obtain a construction permit(s) from the public works department; the fees shall be paid at the time of permit issuance. This fee may be adjusted from time to time by the city council.

Section 3. This Ordinance shall take effect and be in full force after passage and approval.

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

READ FOR THE FIRST TIME: July 26, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the _____ day of _____, 2016, and thereafter adopted as Ordinance No. 2016-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2016, 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: August 23, 2016

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 has been working with the City Attorney to make amendments to right-of-way (ROW) management code which is presented in this same August 23, 2016 Council Packet. In conjunction with and complementary to this ROW code changes are amendments to Appendix A – Schedule of Fees and Charges, Part II. – Unified Development Code of the Unified Development Code (UDC) and the Code of Ordinances and Chapter 36 – Subdivision Regulations of the UDC to reflect the appropriate Public Works Engineering fees and charges associated with right-of-way permitting, sanitary sewer impact fees, and engineering review fees.

ROW permits utilize significant staff time to administer, review plans, coordinate with the contractor and/or service provider, locate City utilities and inspect the work. The current ROW permit fee is \$5 and requires a refundable \$200 cash bond. This does not allow the City to recover the cost of staff time that is spent on each permit. The newly recommended revisions to Chapter 19 explicitly state that the fees of right-of-way permits should be set in order to recover the costs of the City in compliance with state law under RSMO 67.1830 to 67.1846.

The base permit fee recommended in these revisions is \$62. The permit fee of \$62 is calculated by applying an average of about 1 hour (at \$38/hour) of staff’s time to administer and review the permit application, ½ hour (at \$24/hour) to inspect the work under the permit and ½ hour (at \$24/hour) to locate City utilities for the permit.

In addition to the base permit fee, staff recommends additional charges for work on linear facilities and street cuts. Linear work on facilities require additional inspection and locating services averaging out to about \$0.07/LF. That figure was calculated by assuming for every 500 LF of work on linear facilities it would require staff time equating to ½ hour (at \$24/hour) of inspection and 1 hour (at \$24/hour) of locating. Street cuts create additional areas for failure upon a roadway and staff recommends that the City recover the depreciation rate of the pavement after street cuts are made by Service Providers and/or ROW-users.

(Please keep in mind that these fees are only an illustration of the permit fees, there are additional costs associated with the permit in relation to bonding requirements and insurance; these requirements can be found in the recommended Chapter 19 code revisions.) Examples are provided below.

Permit Fee = Base Permit Fee	+	Linear Work Fee	+	Street Cut Fee
Permit Fee = \$62	+	(\$0.07/LF x LF)	+	(\$24/Street Cut)

1. Homeowner hires contractor to replace driveway
 Permit fee = \$62 + \$0 + \$0 = \$62

2. Homeowner hires contractor to replace sanitary sewer service line to the City's sewer main in the middle of the street
 Permit fee = \$62 + \$0 + (\$24/Cut) = \$62 + \$0 + \$24 = **\$86**
 Additional street cut charges

3. Service Provider hires contractor to install 1500 LF of a new service with five street cuts
 Permit fee = \$62 + (\$0.07/LF x 1500 LF) + (\$24/Cut x 5 cuts) = \$62 + \$105 + \$120 = **\$287**
 Additional linear work charges and additional street cut charges

While making updates to the Schedule of Fees and Charges, staff reviewed other code and came across a discrepancy in Chapter 36 – Subdivision Regulations of the Unified Development Code. In addition, a minor text revision was made in relation to the sanitary sewer impact fee within the Schedule of Fees and Charges.

In the July 8, 2016 issue of the Cass County Democrat Missourian, a Notice of Public Hearing for the code changes was advertised. The Public hearing will be held at 7:00 p.m. at City Hall Annex at the start of the July 26, 2016 Regular City Council Meeting.

The recommended revisions were provided in the Council Packet prepared for the July 12, 2016 City Council Regular Session. During the week of July 18, 2016, staff presented the recommend revisions at the Monday Planning Commission Meeting, Tuesday City Council Working Session and Thursday Public Works Committee meeting. The recommended revisions have been discussed at the Council working and regular sessions since that time.

The only revision that has been made since the July 26 Council packet is the addition of the service provider registration filing fee.

PROPOSED CITY COUNCIL MOTION:

At the August 23, 2016 City Council Regular Session, authorize and approve the first reading of an ordinance amending Appendix A – Schedule of Fees and Charges, Part II. – Unified Development Code of the Unified Development Code and the Code of Ordinances and Chapter 36 – Subdivision Regulations of the Unified Development Code of the City of Belton, Missouri to reflect the correct nomenclature, fees and charges related to Public Works Engineering items including right-of-way permitting, sanitary sewer impact fees, and engineering review fees.

BACKGROUND:

As the City of Belton progresses and grows with development, amendments to the code are necessary in order to provide means to administer and manage activity and work within the City in a consistent and fair manner.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

At the August 23, 2016 City Council Regular Session, authorize and approve the first reading of an ordinance amending Appendix A – Schedule of Fees and Charges, Part II. – Unified Development Code of the Unified Development Code and the Code of Ordinances and Chapter 36 – Subdivision Regulations of the Unified Development Code of the City of Belton, Missouri to reflect the correct nomenclature, fees and charges related to Public Works Engineering items including right-of-way permitting, sanitary sewer impact fees, and engineering review fees.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance

Exhibit A – Chapter 36 Redlined – *modified since July 26, 2016 meeting*

EXHIBIT A

Unified Development Code, Belton, Missouri

Chapter 36 – Subdivision Regulations

Article V. – Public Improvements

Sec. 36-110. - Improvement procedure.

(a) General.

- (1) Prior to the issuance of a building permit, all required improvements must be installed in accordance with this Code; plans approved by the appropriate utility company and all grading work completed.
- (2) Physical improvements as mentioned in the preceding paragraph must be constructed before the issuance of a building permit, except that the city council may, at the option of the developer, accept one or a combination of the following issuance of a building permit. (The plans must be completed and approved for the water and sewer lines in either area.)
 - a. A bond or other acceptable financial guarantee (Letter of credit, personal surety bond, performance bond or other city council approved guarantee) in an amount equivalent or larger than 100 percent the projected cost of the improvement at the date of the expiration of the guarantee. The guarantee shall be in a form that can be executed by the city council in the case that the required improvements are not constructed within two years or a lesser period of time specified and approved by the city council. Such surety shall be properly executed prior to any grading or construction and shall be released in segments upon written approval of the city.
 - b. A petition presented to and approved by the city council having jurisdiction, properly executed by the property owners, neighborhood improvement district, or voters of the city, as provided by law. Said petition will be used for the construction of the improvements by the city council and the costs of which will be assessed against the subdivided property.

(b) Land disturbance permit. After obtaining a Land Disturbance Permit, the subdivider may do the grading and any drainage work that is required, all according to plans approved by the city engineer. The minimum requirements of the permit shall include:

- (1) The final plat has been approved by the city council. (If the approval of the final plat is contingent upon any conditions requiring further board review or action, the board must provide specific approval to allow for the preliminary work to begin.)
- (2) A preliminary grading plan, including existing contours (two foot max interval) and features; and proposed improvements and contours (two foot max interval).
- (3) A preliminary stormwater management plan addressing both water quality and quantity is approved by the city engineer. The plans shall indicate the necessary size, approximate dimensions, and location of the detention and best management practices to be utilized.
- (4) A preliminary engineer's estimate (including contingencies) for the stormwater management facilities shall be provided and the applicant or his or her contractor shall obtain a public works construction permit according to sections 42-139 and 42-140.
- (5) An erosion control plan is approved by the city engineer.

- (6) All other local, state, and federal permits applicable to grading are obtained. This may include, but is not limited to an MDNR Land Disturbance Permit, 401 permit, and 404 permit.
 - (7) The applicant will bear the entire burden of risk and agrees to indemnify the city from any expense that may occur due to beginning the project prior to final approval of all documents including final site plans, stormwater management plans and public infrastructure plans. The applicant shall meet all ordinances, regulations and code requirements regardless of the changes that may be necessary to the preliminary plans and any construction that has already occurred.
- (c) Mud deposit.
- (1) Each builder working within the city limits of Belton must provide a mud deposit in accordance with the adopted schedule of fees and charges at the time of issuing individual building permits. The deposit will be a guarantee that the permit applicant and any subcontractors or employees will keep streets and sidewalks in the area in which they are working free and clear of dirt, gravel, rubbish or other construction debris. The director of public works may waive the deposit required by this section when the applicant is an individual home owner.
 - (2) No person, firm or corporation may dump or deposit or cause to be dumped or deposited any dirt, gravel, rubbish, leaves or other debris; including, but not limited to, lumber, paper, trash; concrete or metal in any street, right-of-way, gutter, storm sewer, waterway or drainage way or erosion of soil that flows onto any street, right-of-way, gutter, storm sewer, waterway or drainage way abutting property from property before or during construction.
 - (3) If upon inspection by the director of public works or any of their designated representatives, it is determined that dirt, gravel, rubbish, leaves or other debris has been dumped or deposited in any street, right-of-way, gutter, storm sewer, waterway or drainage way in violation of the provisions of this section, he or she will then notify the responsible permittee and establish a 24-hour period to make the affected area free and clear of said dirt, gravel or debris. If the city's representative cannot determine which permittee is responsible for cleaning the street's right-of-way, the developer of the land will be given 24 hours' notice to make the affected area free of said dirt, gravel or debris. If within the 24-hour period the said area is not clear, the director of public works or his or her designate may authorize the city to take necessary action to clean up the said area and assess all charges at an established hourly rate, but in no case will the charges be less than two hours for labor, materials and equipment.
- (d) Building permits. Unless the required improvements have been installed or guaranteed by a bond for a lot or tract, no building permits shall be issued for that lot or tract. Upon issuance of the building permit, the building inspector shall notify the applicant that no structure shall be permitted to be occupied until all required improvements are installed from existing streets and utility lines to that lot, unless that lot was platted prior to August 1, 1984. The city council may require that building construction be discontinued if construction of streets, sewers and other required improvements do not progress in an orderly manner or are left unfinished.
- (e) Occupancy permits.
- (1) No occupancy permit shall be issued for any structure within a subdivision until all improvements, including sidewalks, have been installed within the platted boundaries of the lot upon which the structure is located except that landscaping may be delayed for reasons as outlined in the following:
 - (2) Placement of sidewalks in the common area(s) of a platted subdivision may be delayed until all other improvements in the common area(s) have been completed. The cost of the required sidewalks shall be included in the infrastructure bond required for the subdivision.
- (f) Certificate of insurance.
- (1) The contractors performing work under a valid building permit issued by the city shall indemnify the city, with certificate of insurance with the city named as co-insured. The certificate of insurance shall be on a form furnished by the city. The contractor shall secure and maintain

throughout the duration of construction, insurance of types and in amounts as may be necessary to protect himself or herself and the interest of the city against all hazards or risk of loss. The form and limits of such insurance together with each underwriter, shall be acceptable to the city, but regardless of such acceptance it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times.

- (2) The contractor may satisfy the liability limits required for each type of insurance by securing and maintaining an umbrella excess liability type policy.
- (3) Satisfactory certificates of insurance shall be filed with the city before a construction permit will be issued. The liability limits shall not be less than:

Workers Compensation	Statutory
Automobile Liability—Bodily Injury	\$500,000.00 each person
Bodily Injury	\$2,000,000.00 each occurrence
Property or Combined Single Limit	\$300,000.00 each occurrence
	\$2,000,000.00 each occurrence
Comprehensive General Liability (including products and completed operations)	\$500,000.00 each occurrence
	\$2,000,000.00 aggregate

- (g) Construction and maintenance of drainage facilities.
 - (1) No building permits or occupancy permits shall be issued for any lots in the subdivision, unless at the time of issuance the subdivision's drainage facilities and improvements, including but not limited to culverts, detention ponds, ditching, etc., are operating as designed; or 90 percent of all lots in the subdivision have been developed as platted.
 - (2) If for any reason the city expends money to repair, maintain or improve the existing drainage facilities and improvements including but not limited to detention ponds, ditching, culverts, etc., prior to 90 percent of the lots being developed as platted, no building permits shall be issued for new construction on any lot until the amount expended has been reimbursed to the city.
- (h) Plans and specifications. During and upon the approval of the final plat, but prior to the issuance of the building permit, the subdivider, applicant or developer shall have prepared by a licensed professional engineer (which may be contracted for, with any governmental agency or utility), engineering drawings for proposed required improvements containing the data and information specified in subsection (i) of this section.
- (i) Content of engineering drawings. Engineering drawings for required improvements shall contain the following data and information:

- (1) Plans, profiles, details, specifications and cost estimates for roadway and sidewalk construction, including plans and profiles for each street with a typical cross section of the roadway. The profiles of grade lines shall be shown to a scale of one inch equals 50 feet horizontal, and one inch equals five feet vertical. This information shall be shown on standard plan and profile sheets unless otherwise required.
- (2) Plans, profiles, details, specifications and cost estimates of proposed storm drainage improvements.
- (3) Plans, profiles, details, specifications and cost estimates of proposed water distribution systems and proposed water supply facilities and hydrants, if any.
- (4) Plans, profiles, details, specifications and cost estimates of sewerage systems and of any required sewage treatment facilities.
- (5) Grading plans for all lots and other sites in the subdivision.
- (6) When unusual site conditions exist, the city council may require such additional plans, specifications and drawings as may be necessary for an adequate review of the improvements to be installed.
- (7) All plans shall be based on city or U.S.G.S. datum for vertical control.
- (8) Plans, details, and specifications for all street name signs and traffic regulator signs.

(j) Soil erosion and sediment control.

(1) Introduction/purpose.

- a. The purpose of this local regulation is to safeguard persons, protect property, prevent damage to the environment and promote the public welfare by regulating land disturbance, land fill and soil storage in connection with the clearing and grading of land for construction related or other purposes and by effectively minimizing soil erosion and sedimentation during land development or any other type of land disturbance in the City of Belton. Further, it provides builders, developers and property owners with soil erosion and sedimentation control standards and regulations.
- b. Facilitation of the regulations and standards contained herein shall accomplish the following:
 1. Establish standards for soil erosion and sediment control.
 2. Minimize soil erosion and sedimentation during land development or other land disturbing activities.
 3. Minimize pollution of streams, ponds and lakes.
 4. Encourage management of natural resources.
 5. Preserve the beauty of the community and the value of land.
 6. Reduce maintenance costs of public and private improvements and services.
 7. Promote and protect the public's health, safety, comfort and welfare.

(2) Definitions.

Agricultural crop management practices means all land farming operations including plowing or tilling of land for the purpose of crop production or the harvesting of crops.

Applicant means any person requesting approval of any application pursuant to this section and the subdivision regulations

APWA means American Public Works Association.

APWA Erosion and Sediment Control Specifications and Design Criteria means sections 2100, 2150, 3100 and 5100 of the Kansas City Metropolitan Chapter of the APWA Standards, Specifications and Design Criteria manual, adopted in 2003.

Army Corps means United States Department of the Army, Army Corps of Engineers.

Clearing means any activity which removes the vegetative surface cover including, but not limited to, root removal or top soil removal.

CPESC means Certified Professional in Erosion and Sediment Control.

Director means the director of public works of the City of Belton or his or her designee.

Drainageway means any channel that conveys surface runoff throughout the site.

Erosion means the wearing away of the land surface by the action of wind, water or gravity or a combination thereof.

Erosion and sediment control plan means a set of plans prepared by or under the direction of a licensed professional engineer or a certified professional in erosion and sediment control indicating the specific measures and sequencing to be used to control runoff, sediment and erosion on a development site before, during and after construction and after all permanent improvements have been erected or installed. This is also sometimes referred to as the "Stormwater Pollution Prevention Plan" in the APWA Standards.

Erosion control means measures that prevent erosion.

FEMA means Federal Emergency Management Administration.

Governing body means the city council of the City of Belton.

Grading means excavation or fill of earth material, or combination thereof, including the resulting conditions thereof.

MDNR means Missouri Department of Natural Resources.

Permanent vegetation means grass, sod or ground cover sufficient to prevent erosion.

Phasing means clearing a parcel of land in distinct phases, with the stabilization of each phase before the clearing of the next.

Sediment means solid material moved by erosion and deposited away from its point of origin.

Sediment control means measures that prevent eroded sediment from leaving the site.

Site means a parcel of land, or a contiguous combination thereof, where grading work is performed as a single unified operation.

Site development means altering terrain, vegetation and/or constructing improvements.

Site development permit means a permit issued by the director or his or her designee for the construction or alteration of ground, including improvements and structures for the control of erosion, runoff and grading.

Stabilization means the use of practices that prevent exposed soil from eroding.

Start of construction means the first land-disturbing activity associated with a development, including land preparation such as clearing, grading and filling; installation of streets and walkways; excavation for basements, footings, piers or foundations; erection of temporary forms; and installation of accessory buildings such as garages.

Stream bank means the top of the natural incline bordering a stream.

Stripping means any activity by which the vegetative cover is removed or significantly disturbed, including tree removal, clearing, grubbing and storage, or removal of topsoil.

Vegetative cover means any grasses, shrubs, trees and other vegetation that protects and stabilizes soils.

Watercourse means any body of water, including, but not limited to lakes, ponds, rivers, streams, and bodies of water which are delineated by the director.

Waterway means a channel that directs surface runoff to a watercourse, or to the public storm drain.

- (3) Permits - Regulated activities. No person, firm or corporation may develop or disturb land, including clearing, grading, excavating, filling, storing or disposing of soil and earth materials or perform any other land disturbing activity, without first obtaining a site development permit and the approval of an erosion and sediment control plan by the director or his or her assignee except as noted in subsection (j)(4) of this section. The following permits shall be required:
- a. All sites one acre or more shall have a Missouri Department of Natural Resources permit and a City of Belton permit.
 - b. All subdivision and commercial lots less than one acre shall have a City of Belton permit.
- (4) Exemptions. Persons performing land disturbance activities that meet any of the criteria below are not required to apply for a site development permit pursuant to this chapter:
- a. Land disturbance activities by city departments. In those cases, the department is required to comply with the requirements of the city's general permit, if applicable, the city's adopted standards and the city's building code;
 - b. Home gardens/landscaping. Home gardening and landscaping operations on residential lots including plowing or tilling of land for the purpose of growing flowers, trees, shrubs and/or vegetables and removal of trees and/or shrubs;
 - c. Work to correct or remedy emergencies. This includes situations that pose an immediate danger to life or property, or substantial flood or fire hazards; and
 - d. Routine agricultural crop management practices;
 - e. Land disturbance activities less than or equal to 300 square feet.
- (5) Site development permit application and issuance.
- a. Each application shall bear the name(s) and address(es) of the owner or developer of the site, and of any consulting firm retained by the applicant together with the name of the applicant's principal contact at such firm, including the name and phone of the grading or earth moving contractor and shall be accompanied by an application fee if any fee has been established at the time of the submission of the application.. The council may establish application fees by resolution.
 - b. The issuance of a permit shall constitute authorization to do only that work described or shown on the approved plan. Each application shall include a statement that any land clearing, construction, or development involving the movement of earth shall be in accordance with the applicant's approved erosion and sediment control plan.

The permit shall be valid from the time that it is issued until a final certificate of occupancy or completion certificate has been issued for the site. A completion certificate will not be issued until the site is stabilized and erosion and sediment-control measures are no longer necessary. A site will be considered finally stabilized when all soil disturbing activities at the site have been completed and a uniform perennial vegetative cover for the unpaved areas and areas not covered by permanent structures has been established or equivalent permanent stabilization measures have been employed. Prior to issuance of a completion certificate or occupancy permit the site will be inspected by the public works or community development director to determine if the site has been stabilized and all erosion control measures have been removed.

- c. If the permittee sells the property before the expiration of the permit, the permit may be assigned to the new owner of the site if the assignment is approved in writing by the director.
 - d. If the permittee sells any portion of the property before the expiration of the permit, the permittee will remain responsible for that portion of the property until the new owners of the property, with respect to property covered by a permit, make all submissions required to obtain a new site development permit or an approved assignment of the permit or any portion thereof.
 - e. Clearing and grading.
 - 1. Clearing and grading of natural resources, such as forests and wetlands, shall not be permitted, unless proper permits have been obtained from MDNR, Corps of Engineer or FEMA.
 - 2. Clearing, except that necessary to establish sediment control devices, shall not begin until all sediment control devices have been installed and have been stabilized.
 - f. Areas that have been cleared and graded but will not be constructed on for more than 14 days must be stabilized with temporary vegetation or mulch. (APWA Standard 5100.7)
 - g. Review and approval.
 - 1. The director or assignee will review each application for a site development permit to determine its conformance with the provisions of this chapter. Within 30 days after receiving an application, the director shall, in writing:
 - (i) Approve the permit application;
 - (ii) Approve the permit application subject to such reasonable conditions as may be necessary to secure substantially the objectives of this regulation, and issue the permit subject to these conditions; or
 - (iii) Disapprove the permit application, indicating the deficiencies and the procedure for submitting a revised application and/or submission.
 - h. Application fee. The city council may establish application fees by resolution adopted by the council. This fee shall be for the application processing and administration of this chapter.
- (6) Erosion and sediment control plan.
- a. The erosion and sediment control plan must be prepared and certified by a professional engineer or a certified professional in erosion and sediment control (CPESC) on behalf of the applicant and must outline the measures he or she will take to ensure soil and sediment is contained on the development site.
 - b. The erosion and sediment control plan for areas that are one acre or greater shall include:
 - 1. The property owner's name, address and telephone number.
 - 2. A natural resources map, at a scale no smaller than one inch equals 100 feet, identifying the location; soils; forest cover; the surrounding area's watercourses, water bodies and other significant geographic and natural features; and resources protected under other chapters of this Code.
 - 3. A one inch equals 50 feet scale map of the site showing proposed excavation, grading or filling.
 - 4. Existing and proposed contours at two foot intervals on USGS datum, clearing limits, and delineation of 100-year floodplain and floodway.
 - 5. A sequence of construction of the development site, including stripping and clearing; rough grading; construction of utilities, infrastructure, and buildings; final grading and

landscaping; and removal of temporary erosion control devices. Sequencing shall identify the expected date on which clearing will begin, the estimated duration of exposure of cleared areas, and the sequence of clearing, installation of temporary erosion and sediment measures, installation of storm drainage, paving of streets and parking areas, and establishment of permanent vegetation.

6. All erosion and sediment-control measures necessary to meet the objectives of this chapter throughout all phases of construction and permanently, after completion of development of the site. Depending upon the complexity of the project, the drafting of intermediate plans may be required at the close of each season.
 7. Seeding mixtures and rates, types of sod, method of seedbed preparation, expected seeding dates, type and rate of lime and fertilizer application, and kind and quantity of mulching for both temporary and permanent vegetative control measures.
 8. Provisions for maintenance of control facilities, including easements and estimates of the cost of maintenance.
 9. Location of proposed and existing utility lines.
 10. Details of temporary drainage system to direct stormwater runoff from graded portions of the site and details of the permanent drainage plan.
 11. Temporary access routes and construction entrance.
 12. A signed and sealed estimate from the Professional Engineer or Certified Professional in Erosion and Sediment Control of the estimated cost for the work included in the plan.
 13. Any additional items indicated in the APWA Erosion and Sediment Control Specifications and Design Criteria.
 14. The signature and seal of a Professional Engineer or a Certified Professional in Erosion and Sediment Control (CPESC).
- c. Additional information or data may be required as deemed appropriate by the director. Requirements for maps, plans, reports or drawing may be waived if the director finds that the otherwise submitted information is sufficient to show that the proposed work will conform to the erosion and sediment control requirements required by this chapter.
- d. Additional erosion and sedimentation control measures may be imposed by the director.
- e. All erosion and sediment control plans shall be designed and shall meet the design criteria set forth in the most recent version of the APWA Erosion and Sediment Control Specifications and Design Criteria, as adopted by resolution by the governing body, and shall be adequate to prevent transportation of sediment from the site to the satisfaction of the City of Belton.
- f. Grading and erosion control on individual lots and areas less than one acre:
1. Applications for areas less than one acre or individual lots shall be shown on a plot plan that contains the following:
 - (i) Property lines existing and proposed, lot and block number.
 - (ii) Location of structure.
 - (iii) Elevation on the top of the foundation, proposed and existing grading contours, property corners.
 - (iv) Location of drainage swales, inlets, and arrows showing direction of runoff.
 - (v) Location of sediment and erosion controls.
 - (vi) Any additional information required by the director.

- (vii) All sediment and erosion controls shall be removed from the lot after vegetation has been established.
 - (viii) The application fee if any fee has been established at the time of the submission of the application. This fee shall be for the application processing and administration of this chapter.
 - (ix) No building inspections shall take place until erosion controls and a construction entrance are installed.
- (7) Security for performance of work. The director shall require the applicant to provide security equal to the estimated cost to install and maintain the approved erosion and sediment control measures for the duration of the site development permit as defined in subsection (j)(5) of this section if the land disturbance is within the watershed of a public or private lake or pond or if the erosion and sediment control plan is for an area of one acre or greater and the estimated cost to install and maintain the approved erosion and sediment control measures is \$2,000.00 or greater. The applicant has two options to secure the performance of work:
- a. Option 1: Performance bond. The applicant may furnish a performance bond, approved by the director of finance; or
 - b. Option 2: Letter of credit agreement. The applicant may enter into a letter of credit agreement with the city, whereby the applicant will submit a letter of credit from a bank approved by the director of finance.
- (8) Mud, material or debris on city streets.
- a. No activities are permitted that cause mud, soil, earth, sand, gravel, rock, stone, and concrete, building materials or other materials to be deposited on public streets. Other measures may be required in order to ensure that sediment is not tracked onto public streets by construction vehicles or washed into storm drains.
 - b. If mud, material or debris is deposited on a public or private street, the responsible party shall abate the violation based on section 15-46 of the Code of Ordinances of the City of Belton, Missouri.
- (9) Inspection.
- a. By submitting a development plan or applying for a building permit, the applicant consents to inspections of the proposed development site and all work in progress. The director or designated agent shall enter the property of the applicant as deemed necessary to make regular inspections to ensure the validity of the reports filed.
 - b. A copy of the permit and erosion and sediment control plan must be available on the site for inspection by authorized representatives of the City of Belton.
 - c. The director or designated agent shall make inspection at its discretion and shall notify the permittee wherein the work fails to comply with the erosion and sediment control plan as approved. Plans for grading, stripping, excavating, and filling work bearing the stamp of approval of the City of Belton shall be maintained at the site during the progress of the work.
 - d. The permittee or his or her agent shall make weekly inspections of all control measures in accordance with the inspection schedule outlined on the approved erosion and sediment control plan. The purpose of such inspections will be to determine the overall effectiveness of the control plan, and the need for additional control measures. All inspections and modifications to the erosion and sediment controls shall be documented in written form and noted on the approved erosion and sediment control plan.
 - e. The permittee or his or her agent shall inspect and repair as needed all sediment and erosion controls after each rainfall event. The dates of these inspections and repairs shall be noted on the erosion and sediment control plan.

- f. Copies of the reports on the erosion and sediment control plan shall be submitted to the public works department on monthly basis. Failure to submit this document could result in a stop work order.
 - g. In the event work does not conform to the permit or conditions of approval or to the approved plan or to any instructions of the director, notice to comply shall be given to the permittee. After a notice to comply is given, the permittee or the permittee's contractor shall be required to make the corrections within the time period determined by the director. If an imminent hazard exists, the director shall require that the corrective work begin immediately.
- (10) Coordination with other permits. When a person is developing a site, and a site development permit is required in accordance with subsections (j)(3) and (5) of this section, no other construction permits shall be issued to make improvements on that site until the person has secured the site development permit for the same site. This includes all permits issues by the director or any other city department. The city may simultaneously issue a site development permit and a grading permit.
 - (11) Maintenance of control measures. The applicant shall at all times maintain all erosion and sediment control measures in good order and in compliance with the erosion and sediment control plan for the site and with the city's adopted standards, for the duration of the permit as defined in subsection (j)(5) of this section. In determining the applicant's compliance with the erosion and sediment control plan for the site, the director shall take into consideration any results the applicant has obtained through sampling.
 - (12) Sampling. The applicant shall have the option of including a system of regular sampling by individuals approved to perform such sampling by the city as a part of the applicant's erosion and sediment control plan. The director may require sampling to determine the effectiveness of the erosion control plan or to obtain information to investigate complaints regarding the site. Sampling shall not be the only item reviewed to determine compliance with the erosion and sediment control plan for the site. The director may also perform sampling.
 - (13) Removal of control measures. The applicant shall receive the director's approval before any structural erosion and sediment control measure identified on the plans is removed or made ineffective. Removal of erosion and sediment control measures must be performed in the manner described in the erosion and sediment control plan and in accordance with the city's adopted standards. When determining whether an erosion and sediment control measures may be removed or made ineffective, the director shall take into consideration testing results furnished by the applicant.
 - (14) Action against the security. The director may take action against the security if the applicant fails to install or maintain the erosion and sediment control measures in accordance with the erosion and sediment control plan for the site and the city's adopted standards for the duration of the permit as defined in subsection (j)(5) of this section. The director will provide the applicant with ten days' written notice before any action is taken against the security, and if during that ten-day period the applicant bring control measures into compliance with the plan, no action shall be taken against the security.
 - (15) Enforcement and penalties.
 - a. Stop work order; revocation of permit.
 1. In the event that any person holding a site development permit pursuant to this chapter violates the terms of the permit, or implements site development in such a manner as to materially adversely affect the health, welfare, or safety of persons residing or working in the neighborhood or development site so as to be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood, the director may suspend or revoke the site development permit and issue a stop work order.

2. For the purposes of this subsection, a stop work order is issued by posting a copy of the stop work order on the site of the land disturbance activity in reasonable proximity to a location where the land disturbance activity is taking place. A copy of the order, in the case of work for which there is a permit, shall be mailed by first class mail, postage prepaid, to the address listed by the permittee on the permit; faxed to the number listed on the permit; or e-mailed to the e-mail address listed on the permit. In the case of work for which there is no permit, a copy of the order shall be mailed to the person listed as the owner of the property on records filed with Cass County, Missouri.
 3. A permittee or property owner shall have the right to appeal the issuance of the stop work order within five working days of the issuance of the stop work order. The city manager shall hold a hearing on the appeal of the stop work order and render a decision on the appeal.
 4. No person is permitted to continue or permit the continuance of work in an area covered by a stop work order, except work required to correct deficiencies with respect to an erosion or sediment-control measure.
 5. Ten working days after posting a stop work order or upon issuance of a decision by the city manager if an appeal is filed, the director, if the conditions specified in the stop work order have not been satisfied, may issue a notice to the permittee, or property owner, of the City of Belton's intent to perform work necessary to comply with this chapter. The City of Belton may go on the land and commence work after 14 working days from issuing the notice of intent. The costs incurred by the City of Belton to perform this work shall be paid by the property owner or permittee.
- b. Violation and penalties. No person shall construct, enlarge, alter, repair, or maintain any grading, excavation, or fill, or cause the same to be done, contrary to or in violation of any terms of this section. Any violation of any provision of this section by any person, partnership, corporation, or other entity shall be punishable by a fine of not more than \$100.00 per violation per day not to exceed \$500.00 and/or 90 days in jail. Each day during which any such violation is committed, continued, or permitted, shall constitute a separate offense. In addition to any other penalty authorized by this section, any person, partnership, or corporation convicted of violating any of the provisions of this section shall be required to bear the expense of such restoration. The City of Belton reserves the right to revoke the building permit for serious and/or repeated violations and/or may place a lien on the property to pay for the city's costs in completing the work to remove the violation as provided in this subsection (j)(15) and court costs.
- (16) Severability. The provisions of this section shall be deemed to be severable, and the invalidity of any portion of this section shall not affect the validity of the remainder.
- (k) Review of plans. The city engineer shall review all engineering drawings in order to determine whether or not such drawings are consistent with the approved preliminary plat and comply with the city's design standards. The city engineer shall notify the subdivider of any deficiencies and the subdivider may then correct these drawings and resubmit them to the city engineer. If the subdivider disagrees on the application of the city standards or the degree of conformity with the preliminary plat, the points of disagreement may be appealed to the city council. The city council may only reverse the interpretation of the city engineer if they determine that conformity with the preliminary plat and the city's design standards would be achieved by the subdivider's plans.
 - (l) Inspection. All improvements constructed or erected shall be subject to inspection by the city Public Works Inspector and/or the city engineer or his or her designee.
 - (m) Inspection procedures. After notice is received, the city public works inspector shall conduct an on-site inspection to determine that the work complies with the approved engineering plans and specifications. After such inspection has been made, the public works inspector shall notify the city clerk of his or her opinion thereof. If the city council shall determine, after consideration of the opinion

of the public works inspector that such work does not comply with the approved engineering plans and specifications, the city council shall so notify the subdivider, and may require the subdivider to terminate all further work until necessary steps are taken to correct any defect, deficiency, or deviation to the satisfaction of the city council. Upon the correction of such defect, deficiency, or deviation, the subdivider shall again notify the official.

- (n) Final inspection. Upon completion of all improvements within the area covered by the final plat, the subdivider shall notify the city public works inspector who shall thereupon conduct a final inspection of all improvements installed. After such inspection has been made, the public works inspector shall notify the city clerk of his or her opinion. If the city council shall determine, after consideration of the opinion of the official, that there are defects, deficiencies, or deviations in any such improvements as installed, or if there are any deviations in such improvements as installed from the approved engineering plans and specifications, the city council shall so notify the subdivider in writing, and the subdivider shall, at its sole expense, correct such defects, deviations, or deficiencies. When such defects, deficiencies, or deviations have been corrected, the subdivider shall notify the official that the improvements are ready for final re-inspection.
- (o) Construction plan review fee. The subdivider shall pay to the city a plan review fee of one percent of the estimated cost of the required public improvements, as defined in section 42-167, for the review and processing of the construction and site improvements plans. This fee may be adjusted from time to time by the city council.
- (p) Inspection of public improvements. Unless otherwise approved by the city engineer, all improvements shall be inspected by the City of Belton. The subdivider shall pay to the city a fee of ~~four~~ **two** percent of the estimated cost of the required public improvements, as defined in subsection (s) of this section, for construction inspection. The subdivider shall obtain a construction permit(s) from the public works department; the fees shall be paid at the time of permit issuance. This fee may be adjusted from time to time by the city council.
- (q) "As built" construction plans. The subdivider shall contract with a professional engineer or land surveyor registered in the State of Missouri to perform construction staking and preparation of "as-built" construction plans. The professional engineer or land surveyor shall field verify and sign and seal the "as-built" construction plans.
- (r) Issuance of building permits. Building permits shall not be issued until all planning, plan review, and construction inspection fees have been paid. Building permits shall not be issued until the required public improvements, as defined in section 42-167, have been accepted by the city or guaranteed by a bond in accordance with the provisions of this section.
- (s) Definition of public improvements. Required public improvement shall include those improvements intended to be accepted for future city maintenance and/or ownership, including but not limited to street facilities, sidewalks, sanitary sewer facilities, water system facilities, and storm drainage facilities, including detention systems and other stormwater management facilities. Stormwater management facilities will only be excluded from this definition when on private property and both routine and long term maintenance is ensured, which will include restrictive covenants, deed restrictions, maintenance bonds or other agreements approved by the city engineer.

(UDC 2010, § 20.27; Ord. No. 2003-2954, 1-28-2003; Ord. No. 2007-3310, 2-13-2007; Ord. No. 2008-3419, 2-12-2008; Ord. No. 2011-3751, § 1, 9-27-2011)

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A DEMOLITION SERVICE AGREEMENT AWARD AND AMENDMENT TO ARTICLES **5, 7 AND 8** ~~5 AND 7~~ TO DOUBLED D, INC. DOING BUSINESS AS DALE BROTHERS FOR THE STP 3322 (409) 155TH STREET IMPROVEMENTS – RESIDENTIAL DEMOLITION PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$45,811.80.

WHEREAS, Belton and Grandview have been working collaboratively on the 155th Street Widening Project. To do so, an original Intergovernmental Cooperation Agreement dated September 10, 2013, was created between the two Cities under Ordinance No. 2013-3948. The agreement was revised and updated on April 12, 2016 by Ordinance 2016-4208. The agreement established the City of Belton as the project administrator; and

WHEREAS, on June 10, 2014 City Council approved a Design Professional Service Agreement with Wilson & Company for the 155th Street Widening Project per Ordinance No. 2014-4003; and

WHEREAS, on April 28, 2015 City Council approved Supplemental Agreement No. 1 with Wilson & Company to complete engineering services for the 155th Street Widening Project per Resolution 2015-21; and

WHEREAS, all property, including easements and right-of-way, have been acquired for the 155th Street Widening Project, under a negotiation and or legal condemnation process, and design is in the final stages. In the design process, based on design parameters, three residential properties located in the City of Grandview were identified as needing to be demolished; and

WHEREAS, by March 9, 2016 all necessary asbestos inspections were complete; and

WHEREAS, during the months of March – June, Belton City staff completed the necessary clearances and were awaiting MoDOT approval to advertise the project; and

WHEREAS, an advertisement for bids on the aforementioned project was published in the June 23, 2016 edition of the Jackson County Advocate, as the homes being demolished as part of the project are within the City of Grandview, Jackson County, Missouri. Per the advertisement, on July 19, 2016 at 10:00 AM the City of Belton publicly opened and read aloud the bids. A total of four bids were received and read; and

WHEREAS, following MoDOT and Local Public Agency (LPA) processes for projects funded in part with Surface Transportation Program (STP) dollars, staff completed a letter recommending to MoDOT to award the contract to DOUBLED D, INC DBA Dale Brothers for the STP 3322 (409) 155th Street Improvements – Residential Demolition. DOUBLED D, INC DBA Dale Brothers was the second low bidder by \$1,001.80. The low bidder did not properly complete all bidding requirements as provided in the bidding documents; and

WHEREAS, MoDOT concurred with the recommendation made to award the contract to DOUBLED D, INC DBA Dale Brothers; and

WHEREAS, the Demolition Service Agreement incorporated into the Contract Documents of STP 3322 (409) 155th Street Improvements – Residential Demolition contains Belton’s standard language in regards to permits and licenses (Article 5), ~~and~~ liability and indemnification (Article 7) **and insurance (Article 8)**. This standard language is not consistent with other Contract Documents and the purpose of the Amendment to Articles **5, 7 and 8** ~~5-and-7~~ is to amend the Demolition Service Agreement to clarify the City of Belton’s and the City of Grandview’s obligations undertaken in the Demolition Service Agreement; and

WHEREAS, staff recommends City Council authorize and approve a construction contract award to DOUBLED D, INC DBA Dale Brothers for the STP 3322 (409) 155th Street Improvements – Residential Demolition Project in the not-to-exceed amount of \$45,811.80, and the agreement is attached to this ordinance as **Exhibit A**; and

WHEREAS, the Amendment and letters of correspondence including MoDOT’s concurrence are attached to this ordinance as **Exhibits B, C and D**.

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

SECTION 1. That this ordinance authorizing and approving a Demolition Service Agreement award and Amendment to Articles **5, 7 and 8** ~~5-and-7~~ to DOUBLED D, INC doing business as Dale Brothers for the STP 3322 (409) 155th Street Improvements – Residential Demolition Project in the not-to-exceed amount of \$45,811.80 is hereby approved for purposes described above.

SECTION 2. This ordinance shall take effect and be in full force from and after its passage and approval and the amendment is approved by MoDOT.

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

READ FOR THE FIRST TIME: August 9, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2016, and thereafter adopted as Ordinance No. 2016-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2016, 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: August 23, 2016

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:

Since the Council Packet was prepared for the first reading of this item, Grandview had made a request to not only change Articles 5 and 7 but also Article 8 – Insurance. Revisions are redlined in this packet.

Award the Demolition Service Agreement for the STP 3322 (409) 155th Street Improvements – Residential Demolition Project to DOUBLED D, INC. doing business as Dale Brothers.

An advertisement for bids on the aforementioned project was published in the June 23, 2016 edition of the Jackson County Advocate, as the homes being demolished as part of the project are within the City of Grandview, Jackson County, Missouri. Per the advertisement, on July 19, 2016 at 10:00 AM the City of Belton publicly opened and read aloud the bids. A total of four bids were received and read.

The summary of bids received is illustrated below:

Bidder	Total Bid
REMCO Demolition, LLC	\$44,810.00
DOUBLED D, INC. doing business as Dale Brothers	\$45,811.80
Harvey Brothers Trucking & Wrecking Co, Inc.	\$46,957.00
Midland Wrecking	\$49,753.00
Engineer’s Estimate	\$50,000.00

Staff considered the low bidder to be non-responsive for the following reasons:

- Failure to sign the bid as stated in the bidding documents
- Failure to submit an anti-collusion affidavit or certification
- Failure to submit a lobbying certification
- Failure to submit certifications regarding Affirmative Action and Equal Opportunity
- Failure to incorporate addenda, as instructions required

The second low bidder properly followed all bidding requirements.

As this project involves federal funding, staff made the above recommendation to MoDOT and MoDOT concurred. These concurrence letters are attached and incorporated into the ordinance.

The Amendment to Articles 5, 7 and 8 is being proposed in order to make the Agreement and the bid documents consistent and allow the city of Grandview to issue the demolition permits, business licenses
 I:\Agenda Items\2016\082316\MBMOK except for e-mail stream not needed in packet\155th Street Demo Contract Award RS 08.23.16\1. 155th Street Demo Contract Award Council Info Sheet RS 08.23.16.doc

and inspect the demolition in their jurisdiction. Staff has discussed the Amendment with MoDOT, Grandview and the Contractor and all are in support of the Amendment.

PROPOSED CITY COUNCIL MOTION:

At the August 23, 2016 regular City Council meeting, approve the second reading of an ordinance authorizing and approving a Demolition Service Agreement award and Amendment to Articles 5, 7 and 8 to DOUBLED D, INC. doing business as Dale Brothers for the STP 3322 (409) 155th Street Improvements – Residential Demolition Project in the not-to-exceed amount of \$45,811.80.

BACKGROUND:

The STP 3322 (409) 155th Street Improvements Project has been underway since June 10, 2014. The City of Belton is the contract administrator. The project has acquired all easements and right-of-way necessary for construction and is at final design stages. The three residential properties located in Grandview were identified as needing to be demolished in initial design stages. Through a negotiation and or legal condemnation process, the City of Grandview owns the three properties. Asbestos inspections have been complete and MoDOT has provided a concurrence letter in support of awarding the construction contract to DOUBLED D, INC. doing business as Dale Brothers.

IMPACT/ANALYSIS:

Construction dollars for this project are funded 80% by MoDOT and 10% by the City of Grandview. Belton, as the project administrator, will make initial construction payments in full, and then be reimbursed for 90% of the costs leaving Belton’s total share at 10% of the contract amount.

FINANCIAL IMPACT

Contractor:	DOUBLED D, INC doing business as Dale Brothers	
Amount of Request/Contract:	\$	45,811.80
Amount Budgeted:	\$	4,570,000.00
Funding Source:	442-5412-495-7117	
Additional Funds:	\$	
Funding Source:		
Encumbered:	\$	
Funds Remaining:	\$	4,524,188.20

STAFF RECOMMENDATION, ACTION, AND DATE:

At the August 23, 2016 regular City Council meeting, approve the second reading of an ordinance authorizing and approving a Demolition Service Agreement award and Amendment to Articles 5, 7 and 8 to DOUBLED D, INC. doing business as Dale Brothers for the STP 3322 (409) 155th Street Improvements – Residential Demolition Project in the not-to-exceed amount of \$45,811.80.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance
- Exhibit A – Demolition Service Agreement
- Exhibit B – Amendment
- Exhibit C – Approval MoDOT Concurrence
- Exhibit D – Recommended MoDOT Concurrence

EXHIBIT A



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

DEMOLITION SERVICE AGREEMENT

FEDERAL PROEJCT: STP 3322(409)
 ROUTE: 155th STREET

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter city ("CITY"), and **DOUBLED D, INC. doing business as Dale Brothers**, a _____, authorized to conduct business in Missouri and located at _____ ("CONTRACTOR"; CITY and CONTRACTOR each a "Party", and collectively the "Parties").

WHEREAS, CITY requires demolition services to demolish three (3) residential properties in Grandview, Missouri for the improvements related to the 155th Street Widening Project as further described herein (the "Services");

WHEREAS, CONTRACTOR is prepared to provide said Services and shall give consultation to CITY during the performance of 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 _____ ("Effective Date").

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall furnish all labor, materials, equipment, and services necessary to demolish three (3) residential properties in Grandview, Missouri, for the purpose of improving the 155th Street Corridor in relation to STP3322(409) 155th Street Widening Project. The properties are located at 6000 E 155th Street, 6008 E 155th Street, and 6100 E 155th Street all in Grandview Missouri 64030. See **Specifications**, for the Specifications for the Demolition Work. See **Asbestos Inspection Reports**, for the Asbestos Inspection Reports. The properties are owned by the City of Grandview. 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 thirty percent (30%) of the Services described herein, throughout the term of this Agreement. See **Bid Form and Unit Prices**.

ARTICLE 3 – PERIOD OF SERVICE

See **ARTICLE 30** for details on schedule requirements.

ARTICLE 4 – COMPENSATION

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.

ARTICLE 5 – 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 6 – CHANGES, DELETIONS OR ADDITIONS TO AGREEMENT

Except as otherwise provided herein, either Party may request, subject to approval of the other Party, changes to or 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 Service 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. Any claim by the CONTRACTOR for such change or adjustment must be asserted within thirty (30) days of discovery.

ARTICLE 7 – 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 8 – 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: 2,500,000 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: \$2,500,000

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:

\$2,500,000 combined single limit for each occurrence

\$2,500,000 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 8.** 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 9 – 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 10 – 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, 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 reasonable extensions upon presentation of documentation of the periods of such delays.

ARTICLE 11 – 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 12- 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 13 – 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 14 – 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 seventy percent (70%) of the CONTRACTOR services described herein.

ARTICLE 15 – 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 16 – 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 17 – 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 Director of Public Works 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 18 – 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 19 – 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 20 – 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: _____

CITY:

Jeff Fisher, Director of Public Works, 506 Main Street, Belton, MO 64012

AND

Ron Trivitt, City Manager, 506 Main Street, Belton, MO 64012

AND

Megan McGuire, City Attorney, 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 21 – 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 22 – 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 23 – 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 24 – 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 25 – 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 26 – 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 27 – 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 28 – 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 29 – PRICING

See attached 00410 Bid Form and Unit Prices for pricing information.

ARTICLE 30 – PROJECT SCHEDULE

The CONTRACTOR is allowed 30 calendar days from the date of the Notice to Proceed to complete all work and reach Final Completion. Contractor shall notify the Belton City Engineer, Zach Matteo at 816-331-4331 or zmatteo@belton.org, and the Grandview City Engineer, Jackie White, at 816-316-4856 or jwhite@grandview.org, three (3) days prior to demolition.

ARTICLE 31 – 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.

ARTICLE 32 – ASBESTOS INSPECTION REPORTS

CONTRACTOR should be aware of the Asbestos Inspection Reports that were completed for each home prior to the execution of this Agreement. The Asbestos Inspection Reports are incorporated into this Agreement.

ARTICLE 34 – CONTRACT DOCUMENTS

The Contract Documents, including any Addenda, comprise the entire Agreement between City and Contractor concerning the Work, consist of the following:

- 00010 Invitation to Bid
- 00020 Bidder’s Checklist
- 00030 Notice to Contractors
- 00040 Itemized Bid Form and Bid Bond
- 00050 DBE Requirements
- 00060 Job Special Provisions
- 00065 Asbestos Inspection Reports
- 00070 Grandview’s Demolition Provisions and Permit
- 00080 FHWA 1273
- 00090 Federal Aid Provisions
- 00500 Demolition Service Agreement
- 00600 Specifications
- 00610 Performance Bond
- 00615 Payment Bond
- 00620 Insurance Certificate
- 00625 Affidavit of Enrollment in Federal Work Authorization and E-Verify
- 00630 Certificate of Owner’s Attorney
- 00830 Missouri Prevailing Wage Info and Forms
- 00840 Annual Wage Order No.
- 00850 Missouri Revised Statutes and Code of State Regulations
- 00900 Missouri Project Exemption Certificate

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

SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND

This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date last written below.

Executed by Contractor this _____ day of _____, 20____.

Executed by City this _____ day of _____, 20____.

BELTON, MISSOURI

Address and facsimile number of City
Department:
Public Works Department
City Hall Annex
520 Main Street
Belton, MO 64012

CONTRACTOR

Address and facsimile number of
Contractor:

By: _____
Printed Name: Jeff Davis
Title: Mayor

By: _____
Printed Name: _____
Title: _____

Attested By: _____
Printed Name: Patti Ledford
Title: City Clerk
(Affix City Seal)

Attested By: _____
Printed Name: _____
Title: _____
(Affix Corporate Seal, if applicable)

Approved as to form:

Megan McGuire, City Attorney, City of Belton, Missouri (date)

EXHIBIT B

AMENDMENT TO ARTICLES 5, 7 AND 8 ~~5 AND 7~~

THIS Amendment to Articles 5, 7 and 8 ~~5 and 7~~ (“Amendment”) is entered into as of _____, 2016, by and between the City of Belton, Missouri (“Belton”), a political subdivision of the State of Missouri, and DOUBLED D, INC. doing business as Dale Brothers, a _____ of the State of Missouri

WHEREAS, Belton and the City of Grandview have been working collaboratively on the 155th Street Widening Project. To do so an original Intergovernmental Cooperation Agreement dated September 10, 2013, was created between the two Cities under Ordinance No. 2013-3948. The agreement was revised and updated on April 12, 2016 by Ordinance 2016-4208. The agreement established Belton as the contract administrator; and

WHEREAS, the City of Grandview has jurisdiction and authority to issue permits and licenses and responsibilities in relation to work taking place in the City of Grandview city limits; and

WHEREAS, the project has been under design since mid-2014 and through the design process, three residential properties located in Grandview were identified as needing to be demolished; and

WHEREAS, all property, including easements and right-of-way, have been acquired for the 155th Street Widening Project, under a negotiation and or legal condemnation process, and design is in the final stages; and

WHEREAS, the Demolition Service Agreement incorporated into the Contract Documents of STP 3322 (409) 155th Street Improvements – Residential Demolition contains Belton’s standard language in regards to permits and licenses (Article 5), ~~and liability~~ and indemnification (Article 7) ~~and insurance (Article 8)~~. This standard language is not consistent with other Contract Documents and the purpose of this Amendment is to amend the Demolition Service Agreement to clarify Belton’s obligations undertaken in the Demolition Service Agreement; and

WHEREAS, Article 6 of the Demolition Service Agreement provides that it can be amended in writing signed by the authorized representatives of both parties.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, both parties hereby agree to amend the Demolition Service Agreement as follows:

1. **Demolition Service Agreement Sections Amended.** The sections of the Demolition Service Agreement being amended are set out below. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Demolition Service Agreement, all of which shall remain in full force and effect.
2. **Article 5 Amended.** Article 5 of the Demolition Service Agreement is hereby amended to read as follows:

The CONTRACTOR, and any sub-contractor hired by the CONTRACTOR, shall procure a CITY Occupation License from the City of Grandview, 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.

3. **Article 7 Amended.** Article 7 of the Demolition Service Agreement is hereby amended to read as follows:

CONTRACTOR shall indemnify, and hold harmless the City of Grandview and the City of Belton 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 of Grandview and the City of Belton, its agencies, officials, officers, or employees.

4. **Article 8 Amended.** Article 8 of the Demolition Service Agreement is hereby amended to read as follows:

In this Article City or Owner shall mean both the City of Belton and the City of Grandview.

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: 2,500,000 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: \$2,500,000

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:

\$2,500,000 combined single limit for each occurrence

\$2,500,000 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 INSUREDS, AND COMPLIANCE WITH THE TERMS OF THIS ARTICLE 8. 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.

5. **Execution.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective officers or officials.

CITY OF BELTON, MISSOURI

CONTRACTOR

BY: _____
Jeff Davis, Mayor

BY: _____

ATTEST: _____
Patti Ledford, City Clerk

ATTEST: _____

(Seal)

(Seal)

EXHIBIT C

Missouri Department of Transportation

600 Northeast Colbern Rd.
816.622.6500
Fax: 816.622.6550
1.888.ASK MODOT (275.6636)
Lee's Summit, Missouri 64086

August 2, 2016

Ms. Kate Patras
Assistant City Engineer
City of Belton, Missouri

Re: STP-3322 (409) East Leg 155th Street Corridor Improvement

Dear Ms. Patras:

We have completed our review of the Bid Tab information submitted and concurred on awarding the project to the second low bidder – **Double D DBA Dale Brothers**. To move the project forward, please contact your LPA Construction Contact, James Bentley at 816-607-2105 or James.Bentley@modot.mo.gov. The city needs to provide an expected date when the documents below will be forwarded to MoDOT and set a tentative date for the pre-construction conference. Please try to schedule the pre-construction conference within 30 days.

As noted in MoDOT's concurrence letter, please forward the following documents to James as soon as possible:

- Final Plans Package given to Bidders (include all addenda that were issued) – **1 hard copy and 1 e-copy**
- Fully Executed Contract - **1 hard copy and 1 e-copy**
- Payment Bond, Performance Bond – **electronic copy only**
- Insurance Certificate – **electronic copy only**
- Signed Worker Eligibility Verification Affidavit – **electronic copy only**
- Signed E-Verify Memorandum of Understanding (MOU) – **electronic copy only**

Please note that MoDOT cannot provide a Notice to Proceed until all documents are submitted and the pre-construction conference is complete.

If you have any questions, please contact me at (816) 607-2261.

Sincerely,



Colin Victory
Transportation Planner



EXHIBIT D



CITY OF BELTON
ANNEX
520 Main Street
Belton, MO 64012
(816) 331-4331
Fax (816) 331-6973

July 22, 2016

Mr. Colin Victory
Transportation Planner
Missouri Department of Transportation
600 NE Colbern Road
Lee's Summit, MO 64086

VIA Electronic mail to
Colin.Victory@modot.mo.gov
Gerri.Doyle@modot.mo.gov
LPASubmit@modot.mo.gov
James.Bentley@modot.mo.gov

155th Street Improvements – Residential Demolition
Federal Project STP 3322(409)

Dear Mr. Victory:

An advertisement for bids on the above referenced project was published in the June 23, 2016 edition of the Jackson County Advocate. Per the advertisement, on July 19, 2016 at 10:00 AM the City of Belton publicly opened and read aloud the bids. A total of four bids were received and read.

A copy of the tabulation of all bids, including the engineer's estimate, is enclosed. The bidders were not required to be on MoDOT's prequalification list for this project. *DBE submittal forms* are not required for the project as the DBE goal was 0%.

Attached are the proposals for the two lowest bidders:

- 1) REMCO Demolition, LLC; and
- 2) Doubled D DBA Dale Brothers.

City staff considers the submittal of the apparent low bidder, REMCO Demolition, LLC, to be non-responsive for the following reasons:

- Failure to sign the bid as stated in the bidding documents
- Failure to submit an anti-collusion affidavit or certification
- Failure to submit a lobbying certification
- Failure to submit certifications regarding Affirmative Action and Equal Opportunity

- Failure to incorporate addenda; although, the addenda was acknowledged on page 2 of the bid form.

The submitted data for the second low bidder includes the 1) signed proposal form which includes *Anti-Collusion Statements and Subcontractor Certification Regarding Affirmative Action* 2) E-Verify affidavit and e-verify information 3) bid bond including the Power of Attorney (both original POA bear the impressed seal).

In addition to all of the items listed above, a copy of the Affidavit of Publication of the advertisement for bids is enclosed. The advertisement was also posted on the MoDOT and the City of Belton website.

The City of Belton Public Works Department has reviewed the submitted bids. The City recommends that the bid be awarded to Double D DBA Dale Brothers in the amount of \$45,811.80. The City seeks MoDOT's concurrence with this recommendation.

Please let me know if you have any questions or concerns. Thank you for your attention to this matter.

Sincerely,



Kate Patras
Assistant City Engineer

Attachments: Bid Tabulation
Bid Submittal – REMCO Demolition, LLC
Bid Submittal – Double D DBA Dale Brothers
Affidavit of Publication

BID TAB



BID TAB

Project Number: STP - 3322 (406)

Project Title: 155th Street Residential Demolition

Tabular: BID TAB

155th Street Residential Demolition

Item No.	Unit	Quantity	Item Description	REMCO DEMOLITION		DOUBLE D DRA DALE BROTHERS		HARVEY BROTHERS TRUCKING & WRECKING CO, INC		MIDLAND WRECKING, INC		ENGINEER'S ESTIMATE	
				Unit	Extension	Unit	Extension	Unit	Extension	Unit	Extension	Unit	Extension
1	L.S.	1	DEMOLITION, AND AS APPLICABLE ABATEMENT OF ASBESTOS CONTAINING MATERIALS (ACM), OF THE MULTI-FAMILY STRUCTURE AND EXTERNAL FEATURES (BUILDINGS, FENCES, PRIVATE SIDEWALK, ASSOCIATED OUT BUILDINGS, ETC) LOCATED AT: 0600 E 155TH STREET, GRANDVIEW, MO 64030.	\$ 15,310.00	\$ 15,310.00	\$ 18,458.40	\$ 18,458.40	\$ 16,086.00	\$ 16,086.00	\$ 16,828.00	\$ 16,828.00	\$ -20,000.00	\$ 20,000.00
2	L.S.	1	DEMOLITION, AND AS APPLICABLE ABATEMENT OF ASBESTOS CONTAINING MATERIALS (ACM), OF THE MULTI-FAMILY STRUCTURE AND EXTERNAL FEATURES (BUILDINGS, FENCES, PRIVATE SIDEWALK, ASSOCIATED OUT BUILDINGS, ETC) LOCATED AT: 8008 E 155TH STREET, GRANDVIEW, MO 64030.	\$ 14,750.00	\$ 14,750.00	\$ 13,285.20	\$ 13,285.20	\$ 15,042.00	\$ 15,042.00	\$ 16,875.00	\$ 16,875.00	\$ 15,000.00	\$ 15,000.00
3	L.S.	1	DEMOLITION, AND AS APPLICABLE ABATEMENT OF ASBESTOS CONTAINING MATERIALS (ACM), OF THE MULTI-FAMILY STRUCTURE AND EXTERNAL FEATURES (BUILDINGS, FENCES, PRIVATE SIDEWALK, ASSOCIATED OUT BUILDINGS, ETC) LOCATED AT: 6100 E 155TH STREET, GRANDVIEW, MO 64030.	\$ 14,750.00	\$ 14,750.00	\$ 14,068.20	\$ 14,068.20	\$ 15,849.00	\$ 15,849.00	\$ 16,050.00	\$ 16,050.00	\$ 15,000.00	\$ 15,000.00
TOTAL				\$ 44,810.00	\$ 44,810.00	\$ 45,811.80	\$ 45,811.80	\$ 46,957.00	\$ 46,957.00	\$ 49,753.00	\$ 49,753.00	\$ 50,000.00	\$ 50,000.00

AFFIDAVIT OF PUBLICATION

JACKSON COUNTY ADVOCATE

Affidavit of Publication

STATE OF MISSOURI }
County of Jackson, } ss:

I, Becky Davis, being duly sworn, according to law, state that I am the publisher of the Jackson County Advocate, a weekly newspaper of general circulation in the County of Jackson, State of Missouri, which newspaper has been admitted to the Post Office as periodical class matter in the City of Grandview, Missouri; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, that this newspaper has complied with the provisions of Section 493.050, R.S. Mo., 2002, as amended, and Section 59.310, R.S. Mo., 2002, as amended.

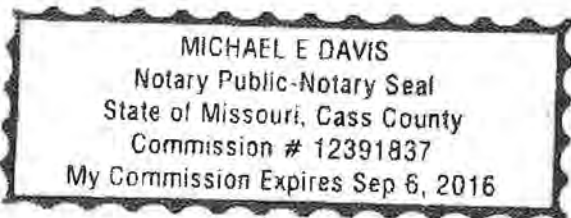
The affixed notice appeared in said newspaper in the following issues:

Date	Volume	No.
<u>June 23, 2016</u>	<u>126</u>	<u>25</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signed: Becky Davis
Notary Public

Subscribed and sworn before me, the 27th day of June, 2016.

Notary Signature: [Signature]



Fee: 221.50

Payment: _____

DEMOLITION CONTRACT Notice to Contractors

Sealed bids for STP 3322(409) 155th Street Improvements – Residential Demolition will be received at: 506 Main Street, Belton, MO 64012 until 10:00 AM (Prevailing Local Time) on July 19, 2016, at Belton City Hall, 506 Main Street, Belton, MO 64012. The bids will be publicly open and read aloud at Belton City Hall Annex, 520 Main Street, Belton, MO 64012. All bids shall be submitted in the form of sealed price submittals. Only paper bids will be accepted by the City of Belton.

The proposed work includes demolition and removal of three multi-family structures and external features (buildings, fences, private sidewalk, associated out buildings, etc.) located at the following addresses: 6000 East 155th Street, Grandview, MO 64030; 6008 East 155th Street, Grandview, MO 64030; and 6100 East 155th Street, Grandview, MO 64030;

Plans and specifications may be picked up from the office of the City Engineer at Belton City Hall Annex, 520 Main Street, Belton, MO 64012.

An optional pre-bid conference will be held at 10:00 AM on July 12, 2016, at Belton City Hall Annex, 520 Main Street, Belton, MO 64012. All bidders are encouraged to attend the pre-bid meeting.

All labor used in the construction of this public improvement shall be paid a wage no less than the prevailing hourly rate of wages of work of a similar character in this locality as established by the Department of Labor and Industrial Relations (Federal Wage Rate) or state wage rate, whichever is higher.

The City of Belton, Missouri hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

Contractors and sub-contractors who sign a contract to work on public works project provide a 10-Hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project.

A certified or cashier's check or a bid bond in the amount of 5% shall be submitted with each proposal.

The City of Belton, Missouri reserves the right to reject any or all bids.

The DBE Goal for this project is 0%.

No 2nd tier subcontracting will be allowed on this project.

Notice of Public Sale: Pursuant to Kansas State Law, Fireside Raytown KC Storage LLC, doing business as Simply Self Storage located at 9624 E 350 Highway, Raytown, MO 64133, intends to enforce its lien on certain personal property belonging to the following at the facility. The sale will take place (unless otherwise withdrawn) via on-line auction at www.storage treasures.com on July 6, 2016, beginning at approximately 10 a.m., and concluding on July 20, 2016, at approximately 10 a.m. Items will be released for sale if not paid by the sale date. This public sale will result in the goods being sold to the highest bidder. Certain terms and conditions apply.

805838- M. Anderson (Household goods), 405- K. Coleman (Household goods), 1022- J. Wade 208- M. Cooper (Household goods), 518- R. Cummings (Household goods), 1033- C. Irons (Household goods), 323331- T. James (Household goods), 1022- J. Wade (Household goods), 101- W. Zimmerli (Household goods).

Grandview Superintendent:

> from page 1

Tulsa Public Schools as a resource music teacher. The large district consisted of 40,000 students in nine high schools, 15 middle schools and 60 elementary schools. He also managed to complete his Master's Degree in administration during that time, and continued to move up the ladder as an assistant principal, principal, and director of secondary schools.

vised by Stansberry that Grandview was a great district.

Since being hired, Rodriquez has served as Assistant Superintendent of Curriculum and Instruction in Grandview, and upon current Superintendent Dr. Ralph Teran's retirement at the end of this month, will assume his new role on July 1.

For the first time since

"It will be different to have them here," said Rodriquez. "It's going to be something that we'll all have to get used to as a family, but I think it will be a positive experience for us as well."

Rodriquez expects his transition into his new role to be fairly seamless. Having been in the district for two years now, he has gotten to know the personalities and work habits of those he will now supervise. "We have a great team in

The department held a meeting June 22 at Center High School to get feedback for the plan. In an interview prior to the meeting, Johnston Dorsey discussed some of the topics that would be on the agenda.

"We will start by presenting facts and figures of the area to make sure everyone is starting with the same foundation of facts. We will then talk about the area's strengths, weaknesses and opportunities in breakout groups," Johnston Dorsey said. "This is the first, and best, opportunity for the public to weigh in and talk about the future of the area."

The department plans to develop a future to-do list based on the input of the

the needs in the area combination of the to-do list make that to-do list said.

Johnston Dorsey that in addition to the 22 meeting, the department anticipates hosting meetings in August and October.

Thus far in 2016 developments have taken shape. Red Bridge parking Center renovation has been approved and is underway; Wornall (14 3-unit homes and Wornall) have been approved; Burns & McConnell's expansion has been completed; and the south end of the Ward Parkway parking Center "overhaul" has been approved.

According to Johnston Dorsey, a goal that the

Cerner Employee Survey

> from page 1

one (liquor stores) to meet the demands of current residents, not even counting the thousands of Cerner employees coming to the area.

According to the report the biggest gaps between demand and nearby availability of retail services (in descending order) are for shoe stores, specialty food stores, furniture stores, office supply/stationery/gift stores, department stores, jewelry/luggage/leather goods stores, book/periodical/music stores, sports/hobby/musical instrument stores, electronics/appliance stores and clothing stores.

The survey also revealed a large potential demand for housing near the new Cerner office campus, with an overwhelming majority of respondents stating their ideal drive time to work should be less than

20 minutes, and 70 percent of them saying the "very likely" or "somewhat likely" to move in the next five years.

Roughly three-fourths of those responding said they want a single family home. Sixty-nine per cent said they would like to live in a home ten years or less and nearly half (47 per cent) said they prefer tenancy provided housing in their communities. Almost two-thirds (65 per cent) expect to pay \$200,000 or more for a home.

Interest in retail housing expansion near the new Cerner development appears to be picking up. The first phases of construction near completion and the first two office tower sites are "on schedule" to be completed before the end of the year, according to Gillaspie, Cerner Director of Facilities Development. Gillaspie said that

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BILL NO. 2016 -95

ORDINANCE NO. 2016

AN ORDINANCE APPROVING AN AMENDMENT TO THE CITY'S ZONING MAP, FROM M-1 (LIGHT MANUFACTURING) TO C-2 (GENERAL COMMERCIAL), FOR A 0.66-ACRE TRACT OF LAND, LEGALLY DESCRIBED AS SECTION 18, TOWNSHIP 46, RANGE 32, ADDRESSED AS 17229 S. OUTER ROAD, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.

WHEREAS, the Belton Planning Commission has received a request to rezone a 0.66-acre tract of land, located on the South Outer Road, addressed as 17229 S. Outer Road, in the City of Belton, Cass County, Missouri and owned by Cass County Development, LLC from M-1 (Light Manufacturing) to C-2 (General Commercial) District.

WHEREAS, a public hearing was held before the Belton Planning Commission on August 15, 2016 in accordance with the provisions of Section 20-2 of the Unified Development Code of the City; and

WHEREAS, notice of the hearing was sent to property owners within 185-feet of the subject property by certified mail on July 29, 2016; and

WHEREAS, the Belton Planning Commission voted by a majority (7-0) of those present to recommend APPROVAL of the Zone Change to the City Council with condition(s).

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

Section 1. That the subject property, heretofore possessing an M-1 (Light Manufacturing) zoning classification is hereby rezoned to C-2 (General Commercial) zoning classification and is hereby approved.

Section 2. That the following condition shall apply as a matter of record for this Zone Change:

- a. The C-2 Land Uses as outlined in Section 40 of the Unified Development Code shall be allowed by-right and/or by special permit.

Section 3. That the Comprehensive Plan and the Zoning Map of the City shall be supplemented and amended to show and reflect the zoning change.

Section 4. That all ordinances or parts of ordinances in conflict with the provisions herein are repealed.

Section 5. This ordinance shall be in full force and effect from and after its passage and approval by the City Council.

PUBLIC HEARING AT PLANNING AND ZONING: August 15, 2016

READ FOR THE FIRST TIME: August 23, 2016

READ FOR THE SECOND TIME:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

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 _____ of _____, 2016, and thereafter adopted as Ordinance No. 2016 _____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2016, 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
TUESDAY, AUGUST 23, 2016 / 7:00 P.M.**

DATE: August 23, 2016
 ASSIGNED STAFF: Robert G. Cooper, City Planner
 DEPARTMENT: Community Planning & Development

<input checked="" 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"/> Public Hearing

CASE # RZ16-12: Consideration of a Zone Change from M-1 (Light Manufacturing) District to C-2 (General Commercial) District for a 0.66-acre tract of land, located at 17229 S. Outer Road.

BACKGROUND:

The 0.66-acre tract of land is currently zoned M-1 (Light Manufacturing) with frontage on S. Outer Road. The applicant would like to rezone the 0.66-acre parcel to C-2 (General Commercial).

The request to rezone is made by property owner, Cass County Development, LLC.

The property currently has a 64-foot by 20-foot / 1280-sq. ft. structure, constructed in 1960. This structure was used periodically as an office space for Ferrell Gas Company, which used the site for storage of propane tanks. The site has an 8-foot chain-link fence surrounding the property.

Cass County Development, LLC (since it purchased the property in 2012), has expressed a desire to change the current zoning to commercial, in an effort to attract a commercial developer.

CURRENT ZONING

The dominant zoning for this area is C-2 (General Commercial) and this rezoning would expand the C-2 and not create a spot zone. The area of the proposed zone change is located within the Outer Road Redevelopment corridor. The Future Land Use Committee is considering an amendment to the Future Land Use Map and suggesting a shift in land use away from manufacturing to commercial/retail for the string of lots with frontage along the Outer Road.

ENVIRONMENTAL: The rezoning of the property to commercial as proposed should not create an increase in environmental impacts than what is currently found within the C-2 commercial corridor along the Outer Road and 58-Highway. Previous use of the property as a propane tank storage yard may invoke a Phase I Environmental Impact evaluation prior to future development.

ADVERSE IMPACT: The zone change will not have an adverse impact on the surrounding properties; due to the zone change is more in alignment with existing commercial properties.

PREDOMINANCE: The predominant land uses along the immediate corridor are commercial retail sales businesses, a tavern/restaurant and a high-end RV and Trailer facility.

TRANSPORTATION IMPACT: Access to the site is limited, only from the Outer Road, which has a narrow driving surface with steep storm-water detention ditches on both sides, could potentially limit the amount of traffic that could safely maneuver in and out of the site.

STAFF RECOMMENDATION

Community Development staff, support a recommendation to rezone the subject property from M-1 (Light Manufacturing) District to C-2 (General Commercial) District.

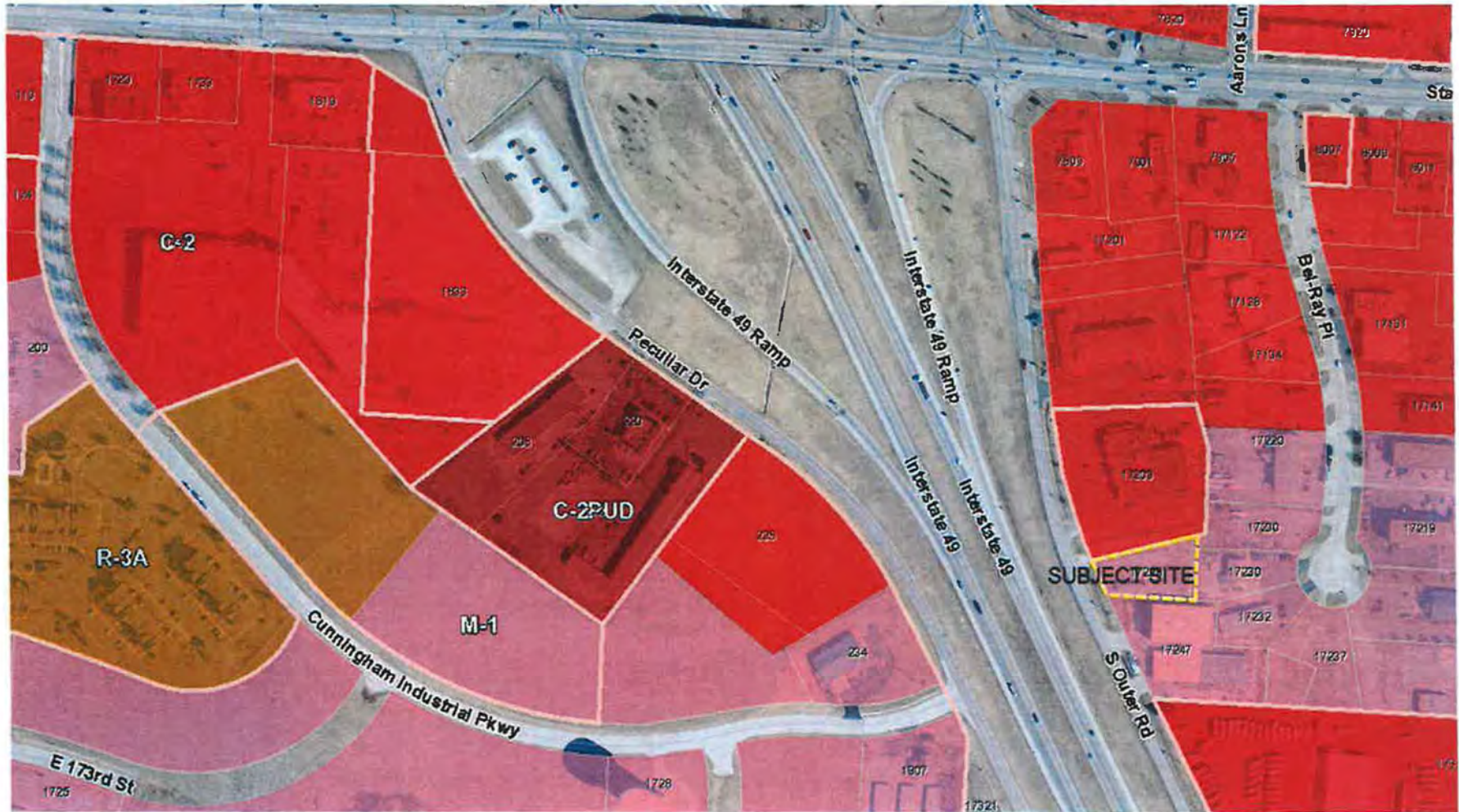
ATTACHMENT(S)

- Zoning Map

PLANNING COMMISSION RECOMMENDATION: Approve the zone change as requested. The Planning Commission met on August 15, 2016 and considered the request for zone change approval, and following staff presentation and discussion, the Planning Commission voted unanimously 7-0) to approve.



ZONE CHANGE: M-1 TO C-2 / ADDRESSED AS 17229 S. OUTER RD



SECTION VI

I

BILL NO. 2016-96

ORDINANCE NO 2016-

AN ORDINANCE AMENDING CHAPTER 6, AGRICULTURAL AND RESIDENTIAL ZONING DISTRICTS, SECTION 6-4. – ADDITIONAL REGULATIONS, OF THE BELTON UNIFIED DEVELOPMENT CODE, WITH REVISIONS TO PARAGRAPH (F) KEEPING OF ANIMALS.

WHEREAS, the City of Belton adopted the Unified Development Code (“UDC”) December 13, 2011; and

WHEREAS, the Code Enforcement Advisory Committee was commissioned by the City Council to gather information pertaining to the keeping of poultry and convened on December 2, 2015; and

WHEREAS, the Code Enforcement Advisory Committee convened again on February 3, 2016 to discuss in detail, new Ordinance language pertaining to the keeping of poultry; and

WHEREAS, the Belton Planning Commission held a public hearing to solicit comment on the proposed amendments to the UDC at a regular meeting on June 6, 2016; and

WHEREAS, the Belton Planning Commission continued the discussion at regular meetings on July 18, 2016 and August 15, 2016

WHEREAS, the Planning Commission also discussed several site elements to ensure all potential residential home site chicken owners are providing adequate buffer and screening; and structurally sound chicken coops or hen houses and a visually pleasing streetscape for chicken owners; and

WHEREAS, the Belton Planning Commission voted 5-2 by those present to recommend approval of the proposed amendments to the UDC.

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

Section 1. That Section 6-4 (f), entitled “Additional Regulations – Keeping of animals,” of the Belton Unified Development Code is hereby amended in its entirety as follows (changed text has been placed in italics):

(f) Keeping of animals.

- (1) Cattle, cows, horses, sheep, goats and similar domestic animals are permitted in the A and R1 B districts only. In the R-1 B district, maximum number of animals permitted per grazing acre, excluding building coverage, ponds and yard are around the principal dwelling, are:
 - a. Two head of cattle; or
 - b. Two sheep; or

- c. Two goats; or
- d. Two horses.

(2) *Poultry.*

a. *Definition: Poultry is domesticated fowl, such as chickens, turkeys, ducks, or geese, raised for meat or eggs.*

b. *Keeping of Poultry.*

i. *Ducks, geese, turkeys, or chicken roosters are prohibited.*

ii. *With an approved permit and site plan, chicken hens are permitted only in Residential and Agricultural zoning districts and only under the following conditions:*

- *No chicken hens shall be allowed on lots less than 8,400-square feet;*
- *Lot sizes 8,400-sq. ft. up to 43,560-sq. ft. (1-acre) shall allow no more than four (4) chicken hens;*
- *Lot sizes larger than 43,560 sq. ft. shall allow no more than eight (8) chicken hens; All other provisions of this Ordinance shall apply.*
- *Chicken hens shall be maintained and kept in the rear yard only;*
- *Chicken hens shall not be allowed to roam free unless chicken hens are within an enclosed chicken hen yard, not to exceed 100-sq. ft. in size.*

c. *Enclosures.*

i. *Henhouses or chicken hen coops shall be kept in a clean, dry, odor free and sanitary condition at all times;*

ii. *Henhouses or chicken hen coops shall be designed to provide a safe and healthy living conditions for the chicken hens, while minimizing adverse impacts to other neighboring residents; A henhouse or chicken hen coop*

shall be enclosed on all sides and shall have a roof and doors. Access doors must be shut and locked at night. Windows and vents must be covered with predator-bird proof wire of less than 1-inch openings.

- iii. *Henhouses or chicken hen coops shall be setback no less than five feet (5') from a property line and no less than sixty-feet (60') from any neighboring residence;*
 - iv. *There shall be a distance of no less than ten-feet (10') between the chicken hens owner's residence and the chicken hen coop;*
 - v. *A full or partial six-foot wood privacy fence shall be installed along the rear and side property lines; OR A row of evergreen shrubs, similar plantings (high opacity) shall be planted between the coop and the property line to provide an additional buffer from noise, sight and sound;*
 - vi. *Henhouses, chicken hen coops or other accessory structures shall meet the requirements as outlined in Chapter(s) 1.5 and 4.1 of the Belton Unified Development Code.*
- d. *Nonconforming Number of Chickens / Violation.*
- i. *Existing chicken hen owners not in compliance with this code shall have sixty (60) days to comply;*
 - ii. *Failure to comply with the regulations outlined in this code shall be deemed a violation and therefore subject to the enforcement provisions.*

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

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

PUBLIC HEARING AT PLANNING AND ZONING:

June 6, 2016

READ FOR THE FIRST TIME:

August 23, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

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 _____ of _____, 2016, and thereafter adopted as Ordinance No. 2016 _____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 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
TUESDAY, AUGUST 23, 2016 / 7:00 P.M.**

DATE: August 23, 2016
 ASSIGNED STAFF: Robert G. Cooper, City Planner
 DEPARTMENT: Community Planning & Development

<input checked="" 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"/> Public Hearing

CASE # TA16-11

Text Amendment to Section 6-4(f) of the Unified Development Code, regarding the keeping of Poultry.

BACKGROUND:

Over the last several months, city staff has received many comments, concerns and general questions from the public concerning the city’s regulations regarding the raising and harboring of chickens in residential zoning districts. City staff has been meeting regularly with the Code Enforcement Advisory Committee, which has discussed, at length, the city’s existing regulations and its effectiveness and a thorough review of other cities ordinances which regulate the keeping of chickens.

During the Planning Commissions’ public hearing on June 6th, the many perceived benefits and detriments of raising chickens were discussed such as: raising chickens promote a healthy lifestyle; chickens help reduce the insect population by eating bugs, etc; some pets are noisier and smell more than chickens; chicken coops produce odors; the appearance of chicken coops are unsightly; they reduce property values; and chickens are noisy and smell.

After the public hearing was closed, however, the discussion was continued to the July 18th meeting, to allow staff additional time to re-evaluate the proposed code language, research other municipal codes, and rewrite the poultry ordinance in an effort to establish a balanced set of standards. The Community Development Director and Planning Commission revised the Ordinance on August 15, 2016 by changing the words “and” or “or” in Section 6-4(f)c and recommended approval of the revised Ordinance as follows (changed text has been place in italics):

PROPOSED LANGUAGE / SECTION 6-4(f) –Additional Regulations - Keeping of Animals.

(f) Keeping of animals.

- (1) Cattle, cows, horses, sheep, goats and similar domestic animals are permitted in the A and R1 B districts only. In the R-1 B district, maximum number of animals permitted per grazing acre, excluding building coverage, ponds and yard are around the principal dwelling, are:
 - a. Two head of cattle; or
 - b. Two sheep; or
 - c. Two goats; or

d. Two horses.

(2) *Poultry.*

a. *Definition: Poultry is domesticated fowl, such as chickens, turkeys, ducks, or geese, raised for meat or eggs.*

b. *Keeping of Poultry.*

i. *Ducks, geese, turkeys, or chicken roosters are prohibited.*

ii. *With an approved permit and site plan, chicken hens are permitted only in Residential and Agricultural zoning districts and only under the following conditions:*

- *No chicken hens shall be allowed on lots less than 8,400-square feet;*
- *Lot sizes 8,400-sq. ft. up to 43,560-sq. ft. (1-acre) shall allow no more than four (4) chicken hens;*
- *Lot sizes larger than 43,560 sq. ft. shall allow no more than eight (8) chicken hens;*
All other provisions of this Ordinance shall apply.
- *Chicken hens shall be maintained and kept in the rear yard only;*
- *Chicken hens shall not be allowed to roam free unless chicken hens are within an enclosed chicken hen yard, not to exceed 100-sq. ft. in size.*

c. *Enclosures.*

i. *Henhouses or chicken hen coops shall be kept in a clean, dry, odor free and sanitary condition at all times;*

ii. *Henhouses or chicken hen coops shall be designed to provide a safe and healthy living conditions for the chicken hens, while minimizing adverse impacts to other neighboring residents; A henhouse or chicken hen coop shall be enclosed on all sides and shall have a roof and doors. Access doors must be shut and locked at night.*

Windows and vents must be covered with predator-bird proof wire of less than 1-inch openings.

- iii. Henhouses or chicken hen coops shall be setback no less than five feet (5') from a property line and no less than sixty-feet (60') from any neighboring residence;*
 - iv. There shall be a distance of no less than ten-feet (10') between the chicken hens owner's residence and the chicken hen coop;*
 - v. A full or partial six-foot wood privacy fence shall be installed along the rear and side property lines; OR A row of evergreen shrubs, similar plantings (high opacity) shall be planted between the coop and the property line to provide an additional buffer from noise, sight and sound;*
 - vi. Henhouses, chicken hen coops or other accessory structures shall meet the requirements as outlined in Chapter(s) 1.5 and 4.1 of the Belton Unified Development Code.*
- d. Nonconforming Number of Chickens / Violation.*
- i. Existing chicken hen owners not in compliance with this code shall have sixty (60) days to comply;*
 - ii. Failure to comply with the regulations outlined in this code shall be deemed a violation and therefore subject to the enforcement provisions.*

STAFF RECOMMENDATION

Community Development staff, support a recommendation to amend some of the language in Section 6-4(f) as presented.

PLANNING COMMISSION RECOMMENDATION(S):

Approve the Text Amendment as requested. The Planning Commission met on August 15, 2016 and considered the request for a Text Amendment approval, and following staff presentation and discussion, the Planning Commission voted 5-2 in favor of the Text Amendment.

BILL NO. 2016-97

ORDINANCE NO. 2016

AN ORDINANCE APPROVING A CONTRACT BETWEEN THE CITY OF BELTON, MISSOURI AND TIME WARNER CABLE BUSINESS CLASS TO INCREASE INTERNET BANDWIDTH SERVICES FOR BELTON CITY HALL AND BELTON CITY HALL ANNEX.

WHEREAS, Time Warner Cable Business Class is the City's current internet bandwidth service provider; and

WHEREAS, the City is in need of additional internet bandwidth services after the installation of a new voice over IP phone system at Belton City Hall and Belton City Hall Annex.

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

Section 1. That the Time Warner Cable Business Class Customer Service Order #7798966 is hereby approved for a duration of two years and the City Manager is authorized and directed to execute the agreement on behalf of the City.

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

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

READ FOR FIRST TIME: August 23, 2016

READ FOR SECOND TIME AND PASSED: August 23, 2016

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

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 _____, 2016, and thereafter adopted as Ordinance No. 2016-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2016, 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

You must use this as your coversheet

1. Sign your document if needed
2. Use this coversheet with your document & fax to
1 888 634 4320


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1 202 315 3320

To: Tom Cavanaugh From: rcountryman@belton.org
Date: 08/05/2016 04:31AM PDT Re: Belton Water Dept Maintenance - Upg
DIA

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Account Executive: Tom Cavanaugh
 Phone: (913) 230-4820 Ext:NA
 Cell Phone: +1 9132304820
 Fax: (704) 945-5633
 Email: thomas.cavanaugh@twcable.com

Business Class Customer Service Order

Order # 7798966

Customer Information: Customer Code		
Business Name	Belton Water Dept Maintenance	Customer Type:
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
*****6710		
Billing Address		
Attention To:		Account Number
1201 STREET BARN LN BELTON MO 64012		108479701
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Ryan Countryman	(816) 892-1278	rcountryman@belton.org
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Ryan Countryman	(816) 892-1278	rcountryman@belton.org

Dedicated Internet, Metro Ethernet, and Private Line Service Order Information For 506 Main St Belton MO 64012			
Site Name	Address Location	Location Type	Bandwidth
	506 Main St Belton, MO 64012		

Current Services and Monthly charges At 506 Main St , Belton MO 64012			
Description	Quantity	Sales Price	Monthly Recurring Total
am	1	\$0.00	\$0.00
			\$0.00

not include taxes and fees.



New and Revised Services and Monthly Charges At 506 Main St , Belton MO 64012

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Dedicated Internet Access 20M	1	\$945.00	\$945.00	24 Months
*Total			\$945.00	

*Prices do not include taxes and fees.

One Time fees At 506 Main St , Belton MO 64012

Description	Quantity	Sales Price	Total
Dedicated Internet Access Change Fee	1	\$0.00	\$0.00
Total			\$0.00

*Prices do not include taxes and fees.



Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Time Warner Cable Enterprises LLC

Authorized Signature for Customer

Printed Name and Title

Printed Name and Title

Date Signed

Date Signed



SERVICE-LEVEL AGREEMENT

DEDICATED INTERNET ACCESS

This document outlines the Service-Level Agreement ("SLA") for Dedicated Internet Access ("DIA") fiber-based service (the "Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Time Warner Cable Business Class Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). This SLA is a part of, and hereby incorporated by reference into, the Agreement. If any provision of this SLA and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this SLA shall control. This SLA document applies only to services provided over TWC's own network ("On-Net") and not to any portion that is provided by a third party. All SLA Targets in the table below are measured at the individual circuit or service level, and any applicable credits are issued only for the affected On-Net circuit or service (the "Affected Service").

I. SLA Targets for On-Net Services

SERVICE AVAILABILITY	MEAN TIME TO RESTORE ("MTTR")	LATENCY / FRAME DELAY (ROUNDTRIP)	JITTER / FRAME DELAY VARIATION	PACKET LOSS / FRAME LOSS
End to End: 99.99%	Priority 1 Outages within 4 hours	45ms	< 2ms	< 0.1%

II. Priority Classification

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a TWC network hub to: (i) transmit and receive network traffic on Customer's dedicated access port at the TWC network hub; and (ii) exchange network traffic with another TWC network hub. The Service Disruption period begins when Customer reports a Service Disruption using TWC's trouble ticketing system by contacting Customer Care, TWC acknowledges receipt of such trouble ticket, TWC validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the Affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when TWC is unable to gain access to Customer's premises to troubleshoot, repair or replace equipment on the Service, (iv) service problems resulting from acts of omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

TWC will classify Service problems as follows:

PRIORITY	CRITERIA
Priority 1	A. Service Disruption resulting in a total loss of Service; or B. Service Degradation to the point that Customer is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").
Priority 2	Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	A. A service problem that does not impact the Service; or B. A single non-circuit specific quality of Service inquiry.



DEDICATED INTERNET ACCESS SERVICE-LEVEL AGREEMENT (CONT.)

III. Service Availability

“Service Availability” is calculated as the total number of minutes in a calendar month less the number of minutes that the On-Net Service is unavailable due to a Priority 1 Outage (“Downtime”), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

PERCENTAGE BY DAYS PER MONTH	TOTAL MINUTES / MONTH	DOWNTIME MINUTES
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore (“MTTR”)

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes TWC to restore an On-Net Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the On-Net Service.

MTTR per calendar month is calculated as follows:

$$\text{MTTR} = \frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per On-Net Service}}{\text{Total number of Priority 1 Outage trouble tickets per On-Net Service}}$$

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each On-Net Service. The roundtrip delay is expressed in milliseconds (ms). TWC measures frame delay on an end-to-end basis using a standard 64-byte ping from the Customer’s dedicated access port at the Customer premises to the TWC Internet access router in a roundtrip fashion.

Latency is calculated as follows:

$$\text{Latency / Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$$



DEDICATED INTERNET ACCESS SERVICE-LEVEL AGREEMENT (CONT.)

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point (TWC network hub to TWC network hub).

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \text{Frames Received}$$

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one way) from a network origination point and received at a network destination point (TWC network hub to TWC network hub). TWC measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$$

VIII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time TWC will perform network maintenance for network improvements and preventive maintenance. In some cases, TWC will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. TWC will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 midnight – 3 a.m. Local Time.



DEDICATED INTERNET ACCESS SERVICE-LEVEL AGREEMENT (CONT.)

IX. Remedies

Service Credits:

If the actual performance of an On-Net Service during any calendar month is less than the SLA Targets, and Customer has complied with the requirements in this SLA, then Customer may request credit(s) equal to the percentage(s) of the monthly Service Charges for only the Affected Service as set forth in the table below. Any credits will be applied as an offset against any amounts due from Customer to TWC. All credits must be: (i) requested by the Customer within 30 days of a Service Disruption or Service Degradation by calling the Customer Care Center and opening a trouble ticket, and (ii) confirmed by TWCBC engineering support teams as associated with a trouble ticket and as failing to meet the applicable SLA Targets.

SERVICE AVAILABILITY	MEAN TIME TO RESTORE ("MTTR")		LATENCY / FRAME DELAY (ROUNDTRIP)	JITTER / FRAME DELAY VARIATION	PACKET LOSS / FRAME LOSS
30%	> 4 hours	4%	5%	5%	5%
	≤ 7:59:59 hours				
	> 8 hours	10%			

Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and TWC's sole and exclusive liability, with respect to TWC's failure to meet any SLA Targets. All SLA Targets are monthly measurements and Customer may request only one credit per SLA Target per month up to a maximum of 40% of the monthly Service Charges for the Affected Service. Customer shall not be eligible for credits exceeding four (4) months of Customer's applicable monthly Service Charges during any calendar year.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to TWC; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to TWC within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid TWC all amounts due at the time of such termination for all Services provided by TWC pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of TWC for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after TWC's receipt of such written notice of termination.



AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CONFLUENCE, A LANDSCAPE ARCHITECT AND PLANNING CONSULTANT, TO CREATE A NORTH SCOTT CORRIDOR FLEX-INDUSTRIAL ZONING DISTRICT PLUS DESIGN GUIDELINES.

WHEREAS, the City Council approved a Planning Services Agreement with Confluence by Ordinance No. 2014-4037 on September 9, 2014. Under this Agreement, the North Scott Corridor Plan was created through an interactive planning process and was finalized in December 2014. Since the adoption of this plan, city staff has been in contact with Confluence, discussing the next phase of the corridor re-development and improvement planning. The planning staff wishes to continue working with Confluence because of their prior work with staff and their expertise in providing professional consulting services for the city by addressing long-term growth and redevelopment of the North Scott Corridor.

WHEREAS, as a result of this planning, the consultant has prepared a "Scope of Services" which includes the following:

Create a new Flex-Industrial zoning district description and develop design guidelines specifically for this new zoning district. Proposed bulk and use regulations will be included within the new zoning district description. Separate design guidelines specific for the Flex-Industrial zoning district will cover the following areas of focus:

- Site Orientation
- Building Architecture
- Screening and Buffering
- Landscaping and Open Space
- Exterior Lighting
- Parking and Circulation.

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

Section 1. That the City Council approves the Professional Services Agreement herein attached and incorporated to this Ordinance as Exhibit "A" with Confluence for planning services in accordance with the proposal dated August 5, 2016, for Design Services to facilitate a Flex-Industrial Zoning District and Design Guidelines, to create a Corridor Plan for North Scott Avenue.

Section 2. That the Mayor is hereby authorized and directed on behalf of the City to execute said Agreement.

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

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

READ FOR THE FIRST TIME:

AUGUST 23, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2016.

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 _____, 2016, and thereafter adopted as Ordinance No. 2016-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2016, 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: August 23, 2016

DIVISION: Public Works

COUNCIL: Regular Meeting Work Session Special Session

<input type="checkbox"/> Ordinance	<input checked="" 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:

Little Blue Valley Sewer District (LBVSD) is a wholesale regional utility formed and governed by its 14 Customers, including the City of Belton. Executive Summary (presentation to be provided by LBVSD):

- In 2010 a \$118 million Phase II Revenue Bond was approved
- Phase II included replacement of a 25-year old incinerator
- Changes in air pollution control standards (during course of Project) resulted in permit non-compliance
- Advanced controls must be completed by February 2020
- Advanced controls cost is \$20 million
- Operational efficiencies, optimizations and cost controls have occurred with the Phase II construction
- An updated financial forecast, incorporating the Phase III Bond repayment and the expenditure reductions offset each other
- A \$20 million revenue bond does not change service costs (customer charges) from those approved in 2010
- The issuance of these proposed bonds require support from members through resolution (draft provided in this packet)

PROPOSED CITY COUNCIL MOTION:

Approve a resolution authorizing the affirmative assent of the City of Belton, Missouri on the question of whether Little Blue Valley Sewer District should issue revenue bonds payable from revenues to be derived from the operation of the Little blue Valley Sewer System in an amount not to exceed twenty-million dollars (\$20,000,000) for the purpose of improving, extending, or rehabilitating the Little Blue Valley Sewer District System including, but not limited to, advanced air emissions controls for the Atherton Wastewater Treatment Facilities.

BACKGROUND:

Approximately 55% of wastewater discharge in Belton goes to the LBVSD for treatment; the other 45% is conveyed to the Belton WWTP south of the City about 6 miles on Mullen Road.

IMPACT/ANALYSIS:

There are no impacts to the District's long-range financial plan and therefore will not affect rates.

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution authorizing the affirmative assent of the City of Belton, Missouri on the question of whether Little Blue Valley Sewer District should issue revenue bonds payable from revenues to be derived from the operation of the Little blue Valley Sewer System in an amount not to exceed twenty-million dollars (\$20,000,000) for the purpose of improving, extending, or rehabilitating the Little Blue Valley Sewer District System including, but not limited to, advanced air emissions controls for the Atherton Wastewater Treatment Facilities.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Sewer Line Service Exhibit

LBVSD Advanced Air Emissions Controls Handout

PROFESSIONAL SERVICES AGREEMENT

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter City ("CITY"), and Confluence, a company, authorized to conduct business in Missouri and located at 417 Delaware Street, Kansas City, Missouri 64105 ("PROFESSIONAL"; CITY and PROFESSIONAL each a "Party", and collectively the "Parties").

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Agreement, City and Professional agree as follows:

PART I – SPECIAL TERMS AND CONDITIONS

Sec. 1.01 Professional Services.

Professional shall provide corridor and zone design guideline services as described in **ATTACHMENT 1 - Scope of Services**.

Professional Services provider (Professional) shall be prepared to provide the services in a timely and comprehensive manner.

Sec. 1.02 Tasks and Responsibilities to be performed by Professional.

- A. Tasks and responsibilities to be performed by Professional are as described in **ATTACHMENT 1 – Scope of Services**.
- B. City shall have the right to inspect and review the work being done and to consult with Professional at any reasonable time. Conferences will be held at the request of City or Professional.
- C. If it is determined to be in the best interest of the work, Professional shall replace the project manager or any other employee of the Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on an assignment upon written request by the Owner.
- D. The City's Standard Terms and Conditions as set forth in Part II herein, shall be furnished to the Professional prior to signing this Agreement. If the Standard Terms and Conditions are modified, City will notify the Professional.
- E. Professional shall notify the City if Professional encounters or learns of any unforeseen change in condition or constituents of concern related to the project or site of a Task Agreement.

Sec. 1.03 Tasks and Responsibilities to be performed by City.

City shall:

- A. Pay Professional pursuant to provisions in Section 1.05 Compensation and Reimbursables.

- B. Make available to Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Professional in the completion of the work under this Agreement.
- C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Professional at any reasonable time.
- D. Provide standard City forms as required.
- E. Provide access to the City's Geographical Information System (GIS) Data for the length of this Agreement.

Sec. 1.04 Term of Agreement.

Unless sooner terminated as provided herein this Agreement shall remain in force for a period of one (1) year.

Sec. 1.05 Compensation and Reimbursables.

- A. The maximum amount that City shall pay the Professional under this Agreement shall be in accordance with ATTACHMENT 2.
 - a. A schedule of expenses and position classifications and the salary range for each expense and position of the Professional, including the approved subcontractors of the Professional, is included as a part of ATTACHMENT 2.
 - b. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement, to include only the following, in an amount of actual costs. The following are the reimbursable expenses that City has approved:
 - i. Printing, Plotting, Copying, Mailings (actual costs)
 - ii. Newspaper Advertising (actual costs)
 - iii. Mileage (current IRS rate per mile)
 - iv. Geotechnical Services (actual costs)
 - v. Rental of special equipment
 - c. City is not liable for any obligation incurred by the Professional except as approved under the provisions of this Agreement.

B. Method of Payment.

- a. Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. In addition, a cover letter, with a brief statement describing the work performed under each invoice, shall accompany each invoice. City, upon approving the invoice(s), shall remit payment.

C. Condition Precedent to Payment.

- a. It shall be a condition precedent to payment of any invoice from the Professional that the Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by the Professional, City may withhold payment(s) to the Professional for the purpose of set off until such time as the exact amount of damages due City from the Professional may be determined, and
- b. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the provisions of this Agreement. City is not liable for any obligation incurred by the Professional except as approved under the provisions of this Agreement.

Sec. 1.06 Notices.

All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, or commercial overnight courier to the following:

CITY:

Jay Leipzig, Director of Community Development, 520 Main Street, Belton, MO 64012

AND

Ron Trivitt, City Manager, 506 Main Street, Belton, MO 64012

AND

Megan McGuire, City Attorney, 506 Main Street, Belton, MO 64012

PROFESSIONAL:

Wm. Christopher Cline, Principal, Senior Vice President, Confluence, 417 Delaware Street, Kansas City, Missouri 64105

All notices are effective on the date mailed, deposited with courier, or emailed.

Sec. 1.07 Merger.

This Agreement consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Agreement, including any

attachments, exhibits and incorporated documents, constitutes the entire agreement between City and the Professional with respect to this subject matter.

Sec. 1.08 Conflict Between Agreement Parts.

In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I, the Standard Terms and Conditions of Part II of this Agreement, and a Task Agreement(s), Part I will be controlling.

Sec. 1.09 Attachments to Agreement.

The following documents are Attachments to this Agreement and are attached hereto and incorporated herein by this reference:

- Attachment 1 – Scope of Work
- Attachment 2 – Schedule of Hourly Rates and Expenses
- Attachment 3 – Standard Certificate of Insurance Form
- Attachment 4 – Affidavit of Enrollment in Federal Work Authorization Program

Sec. 1.10 Subcontracting.

Professional is hereby authorized to subcontract on a limited basis subject to a City review and approval on a case-by-case basis of Professional's proposed subcontractor.

- A. This Agreement, in its entirety herein, shall be included with any agreement between the Professional and the subcontractor.
- B. Subcontractors are subject to the same insurance coverage limits and time frames as the Professional.

PART II – STANDARD TERMS AND CONDITIONS

Sec. 2.01 General Indemnification.

Professional 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 Professional, its employees, agents, or subcontractors, or caused by others for whom Professional is liable, regardless of whether or not caused in part by any act or omission of City, its agencies, officials, officers, or employees. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement. Professional's obligations under this section with respect to indemnification for acts or omissions of City, its agencies, officials, officers, or employees shall be limited to the coverage and limits of General (not Professional) Liability insurance that Professional is required to procure and maintain under this Agreement.

Sec. 2.02 Indemnification for Professional Negligence.

Professional 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, to the extent arising from the negligent acts or omissions in connection with this Agreement, caused by Professional, its employees, agents, sub-consultants, or caused by others for whom Professional is liable, in the performance of professional services under this Agreement. Professional is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec. 2.03 Insurance.

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

- a. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - i. Severability of Interests Coverage applying to Additional Insureds
 - ii. Contractual Liability

- iii. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
 - iv. No Contractual Liability Limitation Endorsement
 - v. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent
- b. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:
- Workers Compensation Statutory
 - Employers Liability
 - \$100,000 accident with limits of:
 - \$500,000 disease-policy limit
 - \$100,000 disease-each employee
- c. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Professional.
- d. Professional Liability Insurance: with limits Per Claim/Annual Aggregate according to the following schedule:

Professional's Minimum	Fee Minimum Limits
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

- 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 Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City form furnished in **ATTACHMENT 3** or its equivalent.
- 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 Professional to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Professional's failure to maintain the required insurance in effect, City may order Professional 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.

Sec. 2.04 Design Standards and Endorsement.

- A. Except as otherwise directed in writing by City, Professional shall use applicable design standards, in effect as of the date of services rendered, that are required by federal, state, local laws or codes or such standards recognized and used in the industry that are in effect as of the date of services rendered in the performance of services under this Agreement. In the development of any design under this Agreement, Professional shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336 as well as 28 CFR parts 35 and 36 and 29 CFR part 1630, as applicable and as amended from time to time. Professional shall notify and explain to City any applicable exceptions under these acts. The City acknowledges that the requirements of the Americans with Disabilities Act, Fair Housing Act and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Professional therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of execution of this Agreement, submission to building authorities, or other appropriate date and as they apply to the Project. The Professional, however, cannot and does not warrant or guarantee that the City's Project will comply with all interpretations of the accessibility requirements and/or the requirements of the federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.
- B. Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Professional. All Professional's subconsultants as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.
- C. Professional shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by Professional.

Sec. 2.05 Copyright and Ownership of Documents.

- A. Professional shall deliver work products to the City that may include but are not limited to the following:
 - 1. Various draft versions and a final draft of a new zoning district and design guidelines provided electronically in PDF format.

Survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Professional will be removed and the Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Professional will be removed.

Professional shall maintain all its books, documents, and records relating to this Agreement during the Agreement period and for ten (10) years after the date of final payment.

- B. Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived, reduced to practice or made by Professional or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Professional or its agents may do on behalf of City or at its request. All works that Professional produces and is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Professional hereby assigns to City any rights it may have in such copyrightable works. Professional shall cooperate with City in obtaining any copyrights or patents.

Sec. 2.06 Governing Law.

This Agreement shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the Cass County Circuit Court, Missouri.

Sec. 2.07 Compliance with Laws.

Professional shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement and in effect as of the date of Services rendered.

Sec. 2.08 Termination.

- A. The obligation to provide further services under this Agreement may be terminated for cause by either party upon 30 days written notices in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- B. The obligation to provide further services under this Agreement may be terminated for convenience; City may, at any time upon ten (10) days' notice to Professional specifying the effective date of termination, terminate this Agreement, in whole or in part. If this Agreement is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

- a. If this Agreement, is terminated prior to Professional's completion of services, all work or materials prepared or obtained by Professional pursuant to this Agreement shall become City's property. The professional shall be held harmless for any reuse or modification of its documents by the City
- b. If this Agreement is terminated prior to Professional's completion of the services to be performed hereunder, Professional shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Agreement. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 2.09 Dispute Resolution.

- A. City and Professional agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of the Mediation Provision or other provisions of this Agreement, or exercising their rights at law.
- B. If the Parties fail to resolve a dispute through negotiation under Sec. 2.09A, then either or both may invoke in the procedures of the Mediation Provision. If the Mediation Provision is not included, or if no dispute resolution method specified in the Mediation Provision, then the Parties may exercise their rights at law.
- C. **Mediation Provision:** City and Professional agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by the Mediator. City and Professional agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

Sec. 2.10 Default and Remedies.

If Professional shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Professional notice and opportunity to correct such default or breach.

Sec. 2.11 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 Professional to which the same may apply and, until complete performance by Professional 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.

Sec. 2.12 Acceptance.

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.

Sec. 2.13 Modification.

Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City and Professional.

Sec. 2.14 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.

Sec. 2.15 Severability of Provisions.

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 2.16 Audit.

- A. The City Auditor, the City's Finance Director and the City department administering this Agreement shall have the right to audit this Agreement and all books, documents and records relating thereto.
- B. Professional shall maintain all its books, documents and records relating to this Agreement during the Agreement period and for ten (10) years after the date of final payment.
- C. The books, documents and records of Professional in connection with this Agreement shall be made available to the City Auditor, the City's Finance Director and the City department administering this Agreement within ten (10) days after the written request is made.

Sec. 2.17 Federal Work Authorization Program Compliance.

As a condition to an award of a contract greater than \$5,000.00, Professional shall enroll in or be enrolled in a Federal Work Authorization Program. Professional shall deliver to the City an Affidavit of Enrollment in a Federal Work Authorization Program, ATTACHMENT 4, stating the Professional is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and Professional does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Sec. 2.18 Assignability or Subcontracting.

Neither party shall assign or transfer any part or all of its interest without the other party's prior approval. If Professional shall subcontract, or transfer any part of Professional's obligations under this Agreement without the prior approval of City, it shall constitute a material breach of this Agreement.

Sec. 2.19 Conflicts of Interest.

Professional 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 Professional in this Agreement.

SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND

This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Professional.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date last written below.

Executed by Professional this 5th day of August, 2016.

Executed by City this _____ day of _____, 20_____.

BELTON, MISSOURI

Address and facsimile number of City

Department:

Planning Division of the Community

Development Department

City of Belton

City Hall Annex

520 Main Street

Belton, MO 64012

PROFESSIONAL

Name, address and facsimile number of

Professional:

Confluence

417 Delaware Street

Kansas City, MO 64105

FAX: 515-288-8359

By: _____

Printed Name: Jeff Davis

Title: Mayor

Attested By: _____

Printed Name: Patti Ledford

Title: City Clerk
(Affix City Seal)

By:  _____

Printed Name: Wm. Christopher Cline

Title: Principal/Senior Vice President

Attested By:  _____

Printed Name: Christopher Shires

Title: Principal
(Affix Corporate Seal, if applicable)

Approved as to form:

Megan McGuire, City Attorney, City of Belton, Missouri (date)

ATTACHMENT 1

SCOPE OF WORK

Confluence Project #15034KC

- A. **PROJECT NAME:** North Scott Corridor Flex-Industrial Zoning District + Design Guidelines
- B. **CONSULTANT:** Confluence - Wm. Christopher Cline, ASLA, Principal / Senior Vice President; and Christopher Shires, AICP, Principal
- C. **PROJECT DESCRIPTION:** Create for the Owner, the City of Belton, a new Flex-Industrial zoning district description and develop design guidelines specifically for this new zoning district. Proposed bulk and use regulations will be included within the new zoning district description. Separate design guidelines specific for the Flex-Industrial zoning district will cover the following areas of focus:
- Site Orientation
 - Building Architecture
 - Screening and Buffering
 - Landscaping and Open Space
 - Exterior Lighting
 - Parking and Circulation
- D. **PROJECT SCHEDULE:** The timeline for completion of the final report is estimated at approximately 8 to 10 weeks from project initiation. Additional time may be required due to meeting scheduling conflicts outside of the control of the Consultant.
- E. **SCOPE OF WORK**
1. Phase One – Flex-Industrial Zoning District Description (3 - 4 weeks)
 - 1.1 | Preliminary Draft – Flex-Industrial Zoning District Description

Based on an existing understanding of the project area and the goals of the North Scott Corridor Plan, the Consultant will prepare a preliminary draft description, bulk standards and use regulations for a new Flex-Industrial zoning district.
 - 1.2 | Preliminary Draft Review Meeting with City Staff

The consultant will meet with City Staff to review the preliminary draft of the Flex-Industrial zoning district, record feedback and comments, and update and modify the draft as requested. (1 meeting)
 - 1.3 | Final Draft

The Consultant will update the preliminary draft of the Flex-Industrial zoning district based on the previous staff input and submit a final draft to the City.
 2. Phase Two – Flex-Industrial Zoning District Design Guidelines (5 – 6 weeks)
 - 2.1 | Preliminary Draft – Flex-Industrial Zoning District Design Guidelines

Based on existing understanding of the project area and the goals of the North Scott Corridor Plan, the Consultant will prepare a preliminary draft of the design guidelines for the new Flex-Industrial zoning district.

2.2 | Preliminary Draft Review Meeting with City Staff

The Consultant will prepare a preliminary draft of the design guidelines for the new Flex-Industrial zoning district and meet with City Staff to review, record feedback and comments, and update and modify the draft as requested. (1 meeting)

2.3 | Second Preliminary Draft Review Meeting with City Staff

The will Consultant prepare a second preliminary draft of the design guidelines based on the previous meeting comments, review with City Staff, record feedback and comments, and update and modify the second draft as requested. (1 meeting)

2.4 | Final Draft

The Consultant will update the second preliminary draft of the design guidelines based on the previous staff input and submit a final draft.

F. DELIVERABLES:

1. In addition to working copies of the various draft versions of the new zoning district and design guidelines, the final draft version will be provided electronically in PDF format.

G. OWNER'S RESPONSIBILITIES:

1. The Owner shall provide all existing development codes, regulations, and policies to the Consultant. The Owner shall coordinate and establish meeting locations for all meetings.

H. FEES AND EXPENSES:

1. We propose to perform the services described in Scope of Work: Phase One, on a Lump Sum basis. The Lump Sum is Four Thousand Nine Hundred Dollars (\$4,900.00).
2. We propose to perform the services described in Scope of Work: Phase Two, on a Lump Sum basis. The Lump Sum is Ten Thousand Four Hundred Dollars (\$10,400.00).
3. Total amount: The total Lump Sum amount for Scope of Work: Phases One through Two is Fifteen Thousand Three Hundred Dollars (\$15,300.00).
4. Printing expenses are not included in the services fee and will be billed in accordance with our rates shown on the attached rates and expenses schedule (see ATTACHMENT 2 - Exhibit A).
5. If the project is suspended for more than three (3) months, or abandoned in whole or in part, this firm shall be paid their compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with reimbursable expenses then due and all terminal expenses resulting from such suspension or abandonment.

I. TIME OF PERFORMANCE:

1. We propose to process this work in a timely and expeditious manner to meet the Owner's timetable. The schedule may be impacted and delayed by the scheduling of meetings that are outside of the control of the Consultant.

J. EXTRA WORK AND CONTINUATION OF SERVICES:

1. If, during the progress or upon completion of the work outline in the Scope of Work in this agreement, the Owner finds it desirable or necessary to cause this Consultant to perform additional services other than those outlined in the Scope of Work, the hourly schedule and reimbursable expense schedule may apply or a project fee may be negotiated. Extra work may include attending additional meetings, workshops, stakeholder input sessions, or public hearings or expansion of the scope of the design guidelines to include additional areas of focus or additional land uses or zoning districts, etc.

ATTACHMENT 2
CONFLUENCE

STANDARD HOURLY RATES

Senior Principal	\$150.00 - \$190.00 per hour
Principal	\$135.00 - \$175.00 per hour
Associate Principal	\$130.00 - \$155.00 per hour
Associate	\$120.00 - \$145.00 per hour
Senior Project Manager	\$100.00 - \$130.00 per hour
Project Manager	\$90.00 - \$105.00 per hour
Project Landscape Architect II	\$80.00 - \$95.00 per hour
Project Landscape Architect I	\$70.00 - \$85.00 per hour
Project Planner II	\$80.00 - \$95.00 per hour
Project Planner I	\$70.00 - \$85.00 per hour
Landscape Architect Intern II	\$65.00 - \$80.00 per hour
Landscape Architect Intern I	\$60.00 - \$75.00 per hour
Draftsperson	\$50.00 - \$70.00 per hour
Clerical Staff	\$42.00 - \$50.00 per hour

REIMBURSABLE EXPENSES

Filing Fees	1.15 x cost
Long Distance Telephone Calls	1.15 x cost
Materials and Supplies	1.15 x cost
Meals and Lodging	1.15 x cost
Mileage	\$.54 per mile
Postage	1.15 x cost
Printing by Vendor	1.15 x cost
B/W Photocopies/Prints 8½ x 11	\$.05 each
B/W Photocopies/Prints 11x17	\$.09 each
Color Photocopies/Prints 8½ x 11	\$.65 each
Color Photocopies/Prints 11x17	\$1.50 each
Large Format Plotting – Bond	\$2.50/SF
Large Format Plotting - Mylar	\$4.50/SF
Large Format Plotting - Photo	\$5.00/SF
Compact Discs	\$2.50 each
Booklet Binding (cover, coil, back)	\$4.50 each
Foam Core	\$8.00 each
Easel Pads	\$32.75 each
Electronic Files	\$50.00 Each
Online Meeting Service	\$35.00 Each

Effective 1/1/2016



Company ID Number: 280721

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Confluence** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(f)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

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ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

Company ID Number: 280721

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

Company ID Number: 280721

mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



Company ID Number: 280721

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Confluence

Lori Miller

Name (Please Type or Print)

Title

Electronically Signed

Signature

11/19/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

11/19/2009

Date



Company ID Number: 280721

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Confluence

Company Facility Address: 525 17th Street

Des Moines, IA 50309

Company Alternate
Address:

County or Parish: POLK

Employer Identification

Number: 421475404

North American Industry
Classification Systems

Code: 541

Parent Company: _____

Number of Employees: 20 to 99

Number of Sites Verified
for: 5

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 280721

- SOUTH DAKOTA 1 site(s)
- ILLINOIS 1 site(s)
- IOWA 2 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Lori Miller	Fax Number:	(515) 288 - 8359
Telephone Number:	(515) 288 - 4875		
E-mail Address:	lmiller@thinkconfluence.com		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Assoc - CR 500 1st Avenue NE, Suite 300 Cedar Rapids, IA 52401	1-800-300-0325	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:
INSURED Confluence, Inc. 525 17th Street Des Moines, IA 50309		INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company NAIC # 37885 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 47447564 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims-Made Policy)			DPR9726423	09/04/15	09/04/16	Per Claim 2,000,000 Annual Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project:#15034KC, City of Belton, Missouri
The Professional Liability contains a Notice of Cancellation endorsement in favor of the City of Belton, Missouri.

CERTIFICATE HOLDER City of Belton, Missouri 506 Main Street Belton, MO 64012 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

BILL NO. 2016 -99

ORDINANCE NO. 2016

AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2017 ADOPTED CITY BUDGET FOR THE PURPOSE OF PURCHASING A FURNACE & AIR CONDITIONING UNIT FOR THE GOLF COURSE.

WHEREAS, on March 8, 2016 under Ordinance No. 2016-4180, the City Council approved the Fiscal Year 2017 City Budget; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2017 City Budget, an unanticipated mechanical failure of a clubhouse furnace & air conditioning unit servicing the northern quarter of the building will need replacement; and

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

Section 1. In the Golf Fund, # 665 ...

INCREASE the balance by \$ 6,203 (whole dollars) of Expense line item, # 665-0000-495-7400 , named Capital Outlay - Equipment .

DECREASE the balance by \$ 6,203 (whole dollars) of Expense line item, # 665-0000-400-9000 , named Rainy Day .

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

READ FOR THE FIRST TIME: August 23, 2016

READ FOR THE SECOND TIME: August 23, 2016

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

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 _____ of _____, 2016, and thereafter adopted as Ordinance No. 2016 _____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2016, 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**

DATE: 8/16/2016

AGENDA DATE: 8/23/2016

ASSIGNED STAFF: Jay Kennedy

COUNCIL MTG. W.S.

DEPARTMENT: GOLF

Approvals:

Engineer: Department Director: Attorney: City Manager:

<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"/> Public Hearing	<input checked="" type="checkbox"/> Both Readings

ISSUE/REQUEST:

The Golf Course Clubhouse currently has four (4) furnace/air conditioning units that heat/cool the building. The unit that services the northern quarter of the building is no longer functioning and is in need of major repairs. The Golf Course Manager would like approval to replace the furnace and air conditioning units.

PROPOSED CITY COUNCIL MOTION:

Approve both readings of an ordinance accepting the proposal from Rudroff Heating and Air Conditioning in the amount of \$6,202.80 to replace the furnace and air conditioning units and appropriating funds from the Golf Course Rainy Day Account for payment.

BACKGROUND:

The unit that services heat/air conditioning to the northern quarter of the clubhouse is no longer functioning and is in need of major repairs. This unit recently had service done six weeks ago to replace the a/c fan motor at a cost of \$845. The evaporator coil has gone bad and the cost to replace is around \$1,800. This type of repair only comes with a one-year warranty. Due to the age of the unit (10+ years old), the continued costs to repair and the long-term viability of the unit, replacement is being recommended. Replacement comes with a 5-year warranty on the compressor, coils and parts with a 1-year warranty on labor.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Rudroff Heating and Air Conditioning		
Amount of Request/Contract:	\$	\$	\$6,202.80
Amount Budgeted:	\$	\$	\$0
Funding Source:	FY17 Golf Course Rainy Day Fund		
Additional Funds:	\$	\$	
Funding Source:			
Encumbered:	\$	\$	
Funds Remaining:	\$	\$	

STAFF RECOMMENDATION, ACTION, AND DATE

Staff recommends the purchase of this item.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Proposal from Rudroff Heating and Cooling
Proposal from Comfort Systems Heating and Cooling
Proposal from Myers Furnace



August 17, 2016

Eagles Landing Golf Course
Attn: Jay Kennedy, Manager
4200 Bong Ave
Belton, MO 64012

RE: Heating & Air Conditioning replacement

Upon request, our service technician found a restricted evaporator coil for the equipment serving the kitchen area of the Club House. Estimation for repairs was placed at \$1,790. Due to the continuing rise in R-22 Freon (which this system uses) Rudroff Heating & Air Conditioning recommends that the system be replaced instead of putting more money into an aged system.

Our recommendation includes the following:

Equipment

*Ameristar 5-ton air conditioner, model AS13, 13 SEER
Matching evaporator coil
Ameristar, natural gas furnace, 120,000 BTU
Digital programmable thermostat

*Ameristar is a product manufactured to meet all Trane specifications and is fully backed and supported by the same warranties as similar Trane commercial products.

Warranty

5-years on the compressor, coils and functional parts. 1-year labor from Rudroff.

Installation

Removal and proper disposal (recycling) of all existing equipment, including Freon
All parts and material to complete the installation
All labor
Sales tax has not been included

Total cost as described: \$6,312.75

Eagles Landing will be credited \$109.95 for the service call placed on July 29, 2016 to determine non-operating issues for this system with an accepting bid.

Final quoted amount: \$6,202.80

Respectfully submitted,

Greg Latshaw
Comfort Advisor



17232 Bel-Ray Place
Belton, MO 64012
Tel. 816 322-1013
Fax 816 322-7695

Proposal

Date: August 6, 2016

To: Eagles Landing
4200 Bong Ave
Belton, MO

Phone: 318-0004
Fax:
Other:447-0545

Project: Replacement of whole system and cost to repair unit

Comfort Systems Heating and Cooling is pleased to quote the following items:

1- Lennox 93% eff 5 ton 135k BTU gas furnace.....	\$ 3079.00
1- Lennox 5 ton matching coil.....	\$ 975.00
1- Lennox 5 ton 13 SEER air conditioner.....	\$ 2791.00
Total Labor and Materials.....	\$ 6845.00

Installed complete into existing duct work and using existing pvc flue. We will be using existing plumbing and electrical. Install ac on new pad and use existing electrical disconnect and whip. We will haul off all old equipment.

The motor is bad on existing unit's furnace and TXV appears to be bad on coil do to previous company removing it from the coil. However, we will not be able to fully diagnose units' full condition until unit is correctly hooked back up. If wanting to fix the unit, the following prices are for the parts and labor.

New Variable speed motor \$1149.00
If the TXV is bad \$243.00

Terms and Conditions

1. Prices are valid for thirty days from this date.
2. This proposal includes only those services and/or repairs specified above. If additional services are required, the additional parts labor and materials will be performed on a time and material basis after customer approval or quoted separately.
3. Payment due upon completion of work performed.

Sincerely,

Customers Acceptance

Accepted By: _____

Printed Name: _____

Date: _____ P.O. No. _____

Jared Morris

534 N Scott Ave Belton, MO 64012



(816) 331-8282 / Fax (816) 331-8880



Proposal Submitted To: Eagles Landing Golf Course	Phone: (816) 318-0004	Date: August 18, 2016
Address: 4200 Bong Avenue	Job Name: eagles4jav@sbcglobal.net	
City, State, Zip: Belton, MO 64012	Job Location: Clubhouse (Northern System)	

Option One—Replacement of Evaporator Coil Only

1 – Lennox 5 Ton Replacement Evaporator coil with a one year warranty on parts and labor
Note: This option will continue to use R-22 refrigerant which is being phased out
With all material, necessary refrigerant (R-22) and labor to install:
Total \$1,628.00

Option Two—Replacement of Evaporator Coil and Air Conditioner

1 – Lennox TSA060H4 High Efficient 5 Ton, 14.5 SEER Air Conditioner (R-410a Refrigerant)
1 – C33 Evaporator Coil with Expansion Valve Device
With all necessary sheet metal transitional work, removal of old equipment, and labor to install:
Total \$6,900.00
---To elect to install a 13.5 SEER Air Conditioner in lieu of the above mentioned 14.5 SEER (approximately 10% less efficient) **deduct \$600.00 (job total \$6,300.00)**

Option Three—Replacement of Evaporator Coil, Air Conditioner & Furnace

1 – Lennox TSA060H4 High Efficient 5 Ton, 14.5 SEER Air Conditioner (R-410a Refrigerant)
1 – C33 Evaporator Coil with Expansion Valve Device
1 – EL296UH135XV60D 96% AFUE, Two-Stage Furnace with a Variable Drive Blower Motor
With all necessary sheet metal transitional work, removal of old equipment, and labor to install:
Total \$10,599.00
---To elect to install a 13.5 SEER Air Conditioner in lieu of the above mentioned 14.5 SEER (approximately 10% less efficient) **deduct \$600.00 (job total \$9,999.00)**

PAYMENT DUE AS FOLLOWS: Upon Completion	
<small>All material is guaranteed to be as specified. Myers Furnace Company warrants all work for one year from date of installation. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.</small>	
<small>The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.</small>	
By: _____ Authorized Signature	Date of Acceptance: _____

R2016-31

A RESOLUTION AUTHORIZING THE AFFIRMATIVE ASSENT OF THE CITY OF BELTON, MISSOURI ON THE QUESTION OF WHETHER LITTLE BLUE VALLEY SEWER DISTRICT SHOULD ISSUE REVENUE BONDS PAYABLE FROM REVENUES TO BE DERIVED FROM THE OPERATION OF THE LITTLE BLUE VALLEY SEWER SYSTEM IN AN AMOUNT NOT TO EXCEED TWENTY-MILLION DOLLARS (\$20,000,000) FOR THE PURPOSE OF IMPROVING, EXTENDING, OR REHABILITATING THE LITTLE BLUE VALLEY SEWER DISTRICT SYSTEM INCLUDING, BUT NOT LIMITED TO, ADVANCED AIR EMISSIONS CONTROLS FOR THE ATHERTON WASTEWATER TREATMENT FACILITIES.

WHEREAS, the Little Blue Valley Sewer District (the "District") operates a sewer system (the "System") pursuant to Section 204.250 et seq. for the primary benefit of the customers within the District (the "Customers"), a list of the Customers being attached as **Exhibit "A"**; and,

WHEREAS, District has undertaken a review of the existing wastewater facilities of the System and has approved a Phase III Improvements Program for the improvement, extension and rehabilitation of the District's System, including the provision of Advanced Air Emissions Controls for the Atherton Wastewater Treatment Facilities (the "Phase III Improvements") with an estimated project cost of \$20,000,000; and,

WHEREAS, the District has entered an Administrative Order on Consent (No. APCP-2015-077) with the Missouri Department of Natural Resources requiring the provision of advanced air emissions controls on or before February 9, 2020; and,

WHEREAS, the District has determined that it is in the best interests of the District to finance the Phase III Improvements through the issuance of revenue bonds payable from the revenues to be derived from the operation of the System; and,

WHEREAS, the District is able to repay the Phase III bonds pursuant to RSMO 204.360; and,

WHEREAS, in accordance with Section 204.370 of the Revised Statutes of Missouri, the District has submitted to Customers, as defined therein, the question of whether the District shall issue revenue bonds in one or more series payable from the revenues to be derived from the operation of the System in the amount not to exceed twenty-million dollars (\$20,000,000) for the purpose of the Phase III Improvements; and,

WHEREAS, in order for the District to issue said Phase III revenue bonds, the proposition requires the written assent of three-quarters (75%) of the Customers of the District, Customer being defined as a political subdivision within the District that has a service or user agreement with the District; and,

WHEREAS, the governing body of the City of Belton, Missouri does hereby find and determine that it is in the best interest of the safety, health and welfare of its citizens to give its affirmative assent to such question.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI as follows:

Section 1. The City Council of the City of Belton, Missouri hereby approves and assents to the following question submitted by the District:

Shall the Little Blue Valley Sewer District issue its revenue bonds in one or more series, payable from the revenues to be derived from the operation of the System in an amount not to exceed \$20,000,000 for the purpose of improving, extending or rehabilitating the Little Blue Valley Sewer District System including, but not limited to advanced air emissions controls for the Atherton Wastewater Treatment Facilities?

Section 2. In accordance with Section 204.370, approval of the question shall require the written assent of three-quarters of the Customers.

Section 3. The Mayor and City Clerk Administrator and City Clerk and any other officers of the City of Belton, Missouri are hereby authorized and directed to take such further action, and to execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 4. The Resolution shall be in full force and effect from and after its adoption by the City Council of Belton, Missouri and approval of its Mayor.

Duly passed and approved this ____ day of _____, 2016

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 _____, 2016, and adopted at a regular meeting of the City Council held the _____ day of _____, 2016 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: August 23, 2016

DIVISION: Public Works

COUNCIL: Regular Meeting Work Session Special Session

<input type="checkbox"/> Ordinance	<input checked="" 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:

Little Blue Valley Sewer District (LBVSD) is a wholesale regional utility formed and governed by its 14 Customers, including the City of Belton. Executive Summary (presentation to be provided by LBVSD):

- In 2010 a \$118 million Phase II Revenue Bond was approved
- Phase II included replacement of a 25-year old incinerator
- Changes in air pollution control standards (during course of Project) resulted in permit non-compliance
- Advanced controls must be completed by February 2020
- Advanced controls cost is \$20 million
- Operational efficiencies, optimizations and cost controls have occurred with the Phase II construction
- An updated financial forecast, incorporating the Phase III Bond repayment and the expenditure reductions offset each other
- A \$20 million revenue bond does not change service costs (customer charges) from those approved in 2010
- The issuance of these proposed bonds require support from members through resolution (draft provided in this packet)

PROPOSED CITY COUNCIL MOTION:

Approve a resolution authorizing the affirmative assent of the City of Belton, Missouri on the question of whether Little Blue Valley Sewer District should issue revenue bonds payable from revenues to be derived from the operation of the Little blue Valley Sewer System in an amount not to exceed twenty-million dollars (\$20,000,000) for the purpose of improving, extending, or rehabilitating the Little Blue Valley Sewer District System including, but not limited to, advanced air emissions controls for the Atherton Wastewater Treatment Facilities.

BACKGROUND:

Approximately 55% of wastewater discharge in Belton goes to the LBVSD for treatment; the other 45% is conveyed to the Belton WWTP south of the City about 6 miles on Mullen Road.

IMPACT/ANALYSIS:

There are no impacts to the District's long-range financial plan and therefore will not affect rates.

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution authorizing the affirmative assent of the City of Belton, Missouri on the question of whether Little Blue Valley Sewer District should issue revenue bonds payable from revenues to be derived from the operation of the Little blue Valley Sewer System in an amount not to exceed twenty-million dollars (\$20,000,000) for the purpose of improving, extending, or rehabilitating the Little Blue Valley Sewer District System including, but not limited to, advanced air emissions controls for the Atherton Wastewater Treatment Facilities.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Sewer Line Service Exhibit

LBVSD Advanced Air Emissions Controls Handout

EXHIBIT A

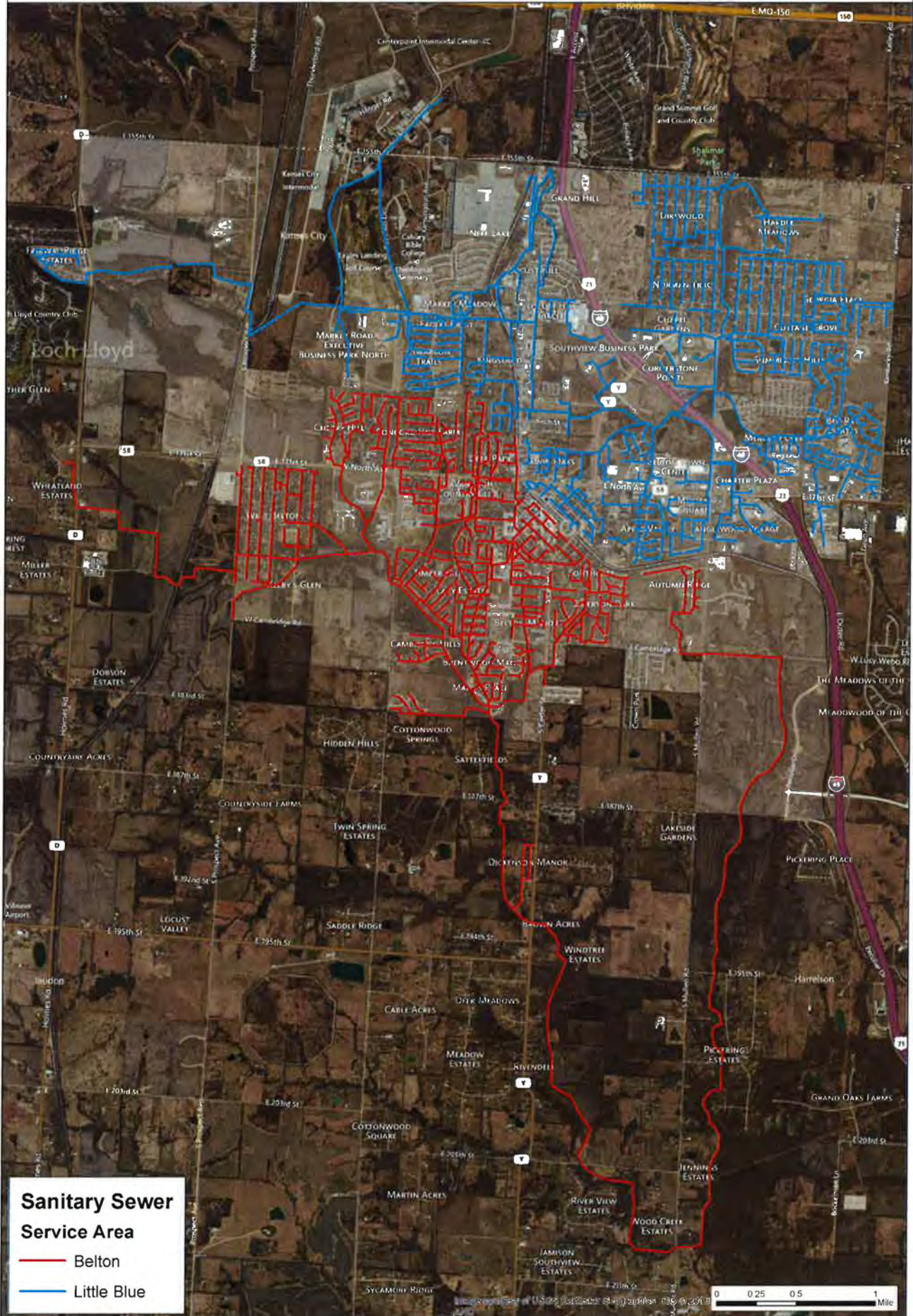
LITTLE BLUE VALLEY SEWER DISTRICT CUSTOMERS HAVING SERVICE AGREEMENTS

City of Belton, Missouri
City of Blue Springs, Missouri
City of Grandview, Missouri
City of Independence, Missouri
County of Jackson, Missouri
City of Kansas City, Missouri
City of Lake Tapawingo, Missouri
City of Lee's Summit, Missouri
Middle Big Creek Sewer Subdistrict of Jackson and Cass County, Missouri
City of Raymore, Missouri
City of Raytown, Missouri
City of Sugar Creek, Missouri
Fort Osage School District of Jackson County, Missouri
Lake City Ammunitions Plant*

*Lake City Ammunitions Plant is not a political subdivision and is not included in the vote on the revenue bond question.



Sewer Line Service Areas





LITTLE BLUE VALLEY SEWER DISTRICT



ADVANCED AIR EMISSIONS CONTROLS BOND ISSUE

OVERVIEW

The Little Blue Valley Sewer District has always been in the business of protecting public health and the environment. Since 2010, we have made considerable improvements to our existing facilities and processes in order to seek optimization, **greater efficiency**, and **effectiveness**. These evaluations resulted in:

- savings on energy costs
- savings on reheat costs
- savings on labor costs
- reduction of mercury emissions by 50%

Working under a consent order, the Little Blue Valley Sewer District is required to meet new state and federal regulatory requirements that are created by the Environmental Protection Agency (EPA) and enforced by the Missouri Air Pollution Control Program.

Due to a changing regulatory climate, we must continue to invest in our Atherton facility by upgrading our sewage sludge incinerator to include **advanced air emissions controls**.

Under the new air emissions regulations, we are violating the air quality standards for mercury



APPROVE \$20 MILLION IN REVENUE BONDS

*Boost community benefits at the
same cost to the customer*

and nitrogen oxides. While we have reduced our mercury emissions by 50% in recent years, the new regulations call for a further 99% reduction. Operational improvements and source controls will not correct this problem. Our only solution is to install advanced air emissions controls.

Although this significant improvement comes with a price, your **financial impact is essentially zero** due to the various efficiencies and cost savings that were put into place during the Phase II Program.

By approving the issuance of \$20 million additional revenue bonds, **there will be no appreciable change to the current financial forecast**. The bonds will not extend the duration of current service agreements as the 2016 bonds will be retired in 2036, four years before the 2010 bonds are paid off in 2040.

FUND OR LOSE

Unless we achieve air quality standards in a 4-year time frame, we will be required to cease operation of the incinerator. Without a working incinerator, sewage sludge will be hauled to the landfill at an **added cost of \$3 million per year.**

It is fiscally responsible to invest in this essential upgrade rather than spending millions of dollars on hauling costs that lack long-term value to our customers.



The advanced air emissions controls upgrade is identified within the Phase III Improvements Program at the Atherton Plant. Phase III bonds will be paid off with the same operating budgets approved in 2010 for the Phase II bonds. Unanticipated operational efficiencies offset the \$20 million bond repayment costs!

COMMUNITY BENEFITS

By upgrading our sewage sludge incinerator, we will be able to continue the benefits to the community from Phase II and add benefits from Phase III at the same cost to our customer.

- 1 Improving air quality**
 - Reduced mercury emissions
 - Reduced nitrogen oxide emissions
 - Reduced other pollutants including: lead, cadmium, dioxins and furans, sulfur dioxide
- 2 Using less resources**
 - Reduced electricity use
 - Reduced need for natural gas
 - Reduced need for polymer
- 3 Saving money**
 - Reduced labor costs
 - Increased energy efficiency
 - Reduced operations costs
- 4 Contain Service Costs to 2010 Forecast**
 - No Budgetary Impacts-Financial forecasts for the 2010 Phase II Program are unchanged, as the costs of Phase III are negated by better-than-anticipated cost controls

ADVANCED AIR EMISSIONS CONTROLS SCHEDULE

