



**CITY OF BELTON  
CITY COUNCIL  
BUDGET WORK SESSION, PUBLIC HEARING & REGULAR MEETING  
TUESDAY, FEBRUARY 9, 2016 – 6:30 PM  
CITY HALL ANNEX  
520 MAIN STREET  
AGENDA**

- I. CALL BUDGET WORK SESSION TO ORDER – 6:30 P.M.
  - A. Review of Estimated Revenue and Proposed Expenditures.
    1. Debt Service Funds
    2. Capital Projects Funds
    3. Operating Funds
- II. ADJOURN BUDGET WORK SESSION
- III. CALL PUBLIC HEARING TO ORDER – 7:00 PM
  - A. TXRH Community Improvement District (CID)  
A public hearing to receive public input for the purpose of considering the establishment of the TXRH Community Improvement District (CID).
- IV. ADJOURN PUBLIC HEARING
- V. CALL REGULAR MEETING TO ORDER
- VI. PLEDGE OF ALLEGIANCE – COUNCILMAN VAN WINKLE
- VII. ROLL CALL
- VIII. CONSENT AGENDA

One motion, non-debatable, to approve the “recommendations” noted. Any member of the Council may ask for an item to be taken from the consent agenda for discussion and separate action.

  - A. Motion approving the minutes of the January 26, 2016, City Council regular meeting.

Paperwork attached.

Page 7

B. Motion approving the January 2016 Municipal Police Judge's Report.

Paperwork attached.

Page 13

C. Motion approving Resolution R2016-06:

A RESOLUTION REAPPOINTING PATTE' KLAUS-SCHREIHOFFER TO THE UNIVERSITY OF MISSOURI EXTENSION COUNCIL.

Paperwork attached.

Page 33

D. Motion approving Resolution R2016-07:

A RESOLUTION APPROVING CHANGE ORDER NO. 4 TO THE BEEMER CONSTRUCTION CONTRACT NUMBER 464-5710-495-7117 ELEVATED WATER STORAGE TANK AND ASSOCIATED NEW WATER LINES.

Paperwork attached.

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IX. PERSONAL APPEARANCES

- A. Sally Smith, Downtown Belton Main Street, Inc (315 Main Street) – To close Main Street September 9-10, 2016, for the Fall Festival; and April 23, May 28, June 25, July 23, August 27, and September 24, 2016 for the Car Cruises.

X. ORDINANCES

A. Motion approving first reading of Bill No. 2016-07:

AN ORDINANCE AUTHORIZING THE CHIEF OF POLICE TO SUBMIT THREE GRANT APPLICATIONS TO THE MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) DIVISION OF HIGHWAY SAFETY FOR 2016-2017.

Paperwork attached.

Page 45

Pass  Fail

B. Motion approving first reading of Bill No. 2016-08:

AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT WITH OLDER ADULT TRANSPORTATION SERVICE, (OATS).

Paperwork attached.

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Pass  Fail

- C. Motion approving first reading of Bill No. 2016-09:  
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A MAINTENANCE SERVICE AGREEMENT WITH STREETWISE, INC. FOR THE ANNUAL STREET STRIPING PROGRAM.

Paperwork attached.

Page 69                       Pass     Fail

- D. Motion approving first reading of Bill No. 2016-10:  
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN AGREEMENT WITH BURNS & MCDONNELL TO DEVELOP A FINANCIAL PLAN FOR THE CITY'S WATER AND WASTEWATER UTILITY FUNDS THAT LOOKS FORWARD OVER A PERIOD OF TEN YEARS PROJECTING FUTURE COSTS, FUND BALANCES, AND FINANCIAL PERFORMANCE INDICATORS.

Paperwork attached.

Page 87                       Pass     Fail

- E. Motion approving first reading of Bill No. 2016-11:  
AN ORDINANCE AUTHORIZING AND APPROVING THE CITY OF BELTON, MISSOURI THROUGH ITS FIRE DEPARTMENT TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR MEDICAL DIRECTOR SERVICES WITH DR. ERIK J. STAMPER, D. O.

Paperwork attached.

Page 101                     Pass     Fail

- F. Motion approving first reading of Bill No. 2016-12:  
AN ORDINANCE APPROVING THE PETITION TO ESTABLISH THE TXRH COMMUNITY IMPROVEMENT DISTRICT; ESTABLISHING THE TXRH COMMUNITY IMPROVEMENT DISTRICT, GENERALLY LOCATED ON THE WEST SIDE OF PECULIAR DRIVE, NORTH OF CUNNINGHAM INDUSTRIAL PARKWAY AND COMMONLY KNOWN AS THE TEXAS ROADHOUSE RESTAURANT PROPERTY, ALL IN THE CITY OF BELTON, MISSOURI; DETERMINING THAT THE DISTRICT OBJECTIVES SERVE A PUBLIC PURPOSE; AND DIRECTING THE CITY CLERK TO REPORT THE CREATION OF THE DISTRICT TO THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT.

Paperwork attached.

Page 113                     Pass     Fail

XI. RESOLUTIONS

A. Motion approving Resolution R2016-05:

A RESOLUTION CERTIFYING THE RESULTS OF AN ELECTION BY CERTAIN POLICE OFFICERS DESIGNATING WEST CENTRAL LODGE #50 OF THE FRATERNAL ORDER OF POLICE AS THE EXCLUSIVE BARGAINING AGENT FOR THOSE EMPLOYEES.

Paperwork attached.

Page 141             Pass     Fail

B. Motion approving Resolution R2016-08:

A RESOLUTION APPROVING TASK AGREEMENT #2016-1 WITH TRANSYSTEMS UNDER THE ON-CALL PROFESSIONAL DEVELOPMENT SERVICES AGREEMENT TO PERFORM TRAFFIC ANALYSES NECESSARY TO EVALUATE IMPACTS FROM ADJACENT REDEVELOPMENT ALONG 58 HWY NEAR INTERSTATE 49 AND VERIFY CERTAIN IMPROVEMENTS ARE APPROPRIATE AND MEET MISSOURI DEPARTMENT OF TRANSPORTATION REQUIREMENTS AT A NOT-TO-EXCEED COST OF \$23,900.00.

Paperwork attached.

Page 147             Pass     Fail

XII. CITY COUNCIL LIAISON REPORTS

XIII. MAYOR'S COMMUNICATIONS

XIV. CITY MANAGER'S REPORT

XV. MOTIONS

XVI. OTHER BUSINESS

XVII. ADJOURN



**SECTION VIII**  
**A**

**MINUTES OF THE  
BELTON CITY COUNCIL  
REGULAR MEETING  
JANUARY 26, 2016  
CITY HALL ANNEX  
520 MAIN STREET, BELTON, MISSOURI**

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

Councilman Trutzel led the Pledge of Allegiance to the Flag.

Councilmembers present: Jeff Davis, Mayor, Councilmembers Jeff Fletcher, Gary Lathrop, Bob Newell, Tim Savage, Chet Trutzel, Dean VanWinkle, and Scott Von Behren; Absent: Councilman Al Hoag. Also present were Ron Trivitt, City Manager; Megan McGuire, City Attorney; and Patti Ledford, City Clerk. Mayor Davis said Councilman Hoag has been sick and hospitalized and asked that he be remembered in your prayers.

**CONSENT AGENDA:**

**Councilman Lathrop moved to approve the consent agenda consisting of a motion approving the minutes of the January 12, 2016, City Council regular meeting; and a motion approving Resolution R2016-04: A RESOLUTION AUTHORIZING THE CITY COUNCIL OF BELTON, MISSOURI TO APPOINT ALICE MONTGOMERY AND MELONIE WHITE TO SERVE ON THE BELTON TREE BOARD.** Councilman Savage seconded. All present voted in favor. Councilman Hoag absent. Consent agenda approved.

**ORDINANCES:**

Patti Ledford, City Clerk, gave the final reading of Bill No. 2016-01: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A CONSTRUCTION CONTRACT WITH TERRY SNELLING CONSTRUCTION, INC. FOR THE 2015 STREET PRESERVATION PROJECT / CONCRETE REPLACEMENT IN A NOT-TO-EXCEED AMOUNT OF \$150,000.** Presented by Councilman Trutzel, seconded by Councilman Lathrop. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Trutzel, Von Behren, Mayor Davis, Councilmen Lathrop, Fletcher, Newell, VanWinkle, and Savage; Noes: None; Absent: 1, Councilman Hoag. Bill No. 2016-01 was declared passed and in full force and effect as Ordinance No. 2016-4171, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-03: **AN ORDINANCE APPROVING THE 2016 INTERGOVERNMENTAL AGREEMENT WITH THE MID-AMERICA REGIONAL COUNCIL SOLID WASTE MANAGEMENT DISTRICT RELATING TO THE REGIONAL HOUSEHOLD HAZARDOUS WASTE PROGRAM.** Presented by Councilman Lathrop, seconded by Councilman Newell. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Savage, Trutzel, Mayor Davis, Councilmen Lathrop, Von Behren, Fletcher, VanWinkle, and Newell; Noes: None; Absent: 1, Councilman

Hoag. Bill No. 2016-03 was declared passed and in full force and effect as Ordinance No. 2016-4172, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-04: **AN ORDINANCE APPROVING AN AMENDMENT TO THE CITY'S ZONING MAP, FROM M-1 (LIGHT MANUFACTURING) TO C-2 (GENERAL COMMERCIAL), FOR A 2.94-ACRE TRACT OF LAND, DESCRIBED AS DEAN-CO DEVELOPMENT PARK, BLOCK 4, TRACT II-A, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.** Presented by Councilman Trutzel, seconded by Councilman Lathrop. The Council was polled and the following vote recorded; Ayes: 8, Mayor Davis, Councilmen Savage, Newell, Von Behren, Fletcher, Lathrop, Trutzel, and VanWinkle; Noes: None; Absent: 1, Councilman Hoag. Bill No. 2016-04 was declared passed and in full force and effect as Ordinance No. 2016-4173, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-05: **AN ORDINANCE APPROVING THE FINAL PLAT OF HIGHLANDS, LOT 1, A 2.94-ACRE TRACT OF LAND, DESCRIBED AS DEAN-CO DEVELOPMENT PARK, BLOCK 4, TRACT II-A, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.** Presented by Councilman Von Behren, seconded by Councilman Newell. The Council was polled and the following vote recorded; Ayes: 8, Councilman Lathrop, Newell, Von Behren, Savage, Fletcher, Mayor Davis, Councilmen Trutzel and VanWinkle; Noes: None; Absent: 1, Councilman Hoag. Bill No. 2016-05 was declared passed and in full force and effect as Ordinance No. 2016-4174, subject to Mayoral veto.

#### **CITY COUNCIL LIAISON REPORTS:**

Councilman Fletcher, Park Board Liaison, gave an update on the parks.

- New youth healthy eating cooking club free program for kids to learn healthy eating
- One month trial membership one time only purchase if start membership after 30 days
- Couples yoga retreat \$20.00
- Fit crawl \$15.00 per person
- Farmers Market looking at things to increase participation
- Station hosting events
- Recreation spring sports sign-ups are underway for soccer, volleyball, and baseball
- Reviewed the Park budget balances and said Perry Gough, Park Board President, will make a presentation at the Council work session next Tuesday

#### **MAYOR'S COMMUNICATIONS:**

- Belton Emergency Management annual dinner is this Friday at Memorial Station
- West Gate Missouri Municipal League dinner is Thursday

#### **CITY MANAGER'S REPORT:**

- Jay Leipzig, Community and Economic Development Director, announced the City will host the Belton Chamber of Commerce First Friday Coffee on February 5 starting at 7:30 A.M. at City Hall Annex
- Jeff Fisher, Public Works Director, reported on the 155<sup>th</sup> Street project stating it is really coming together - we are partnering with Grandview. It will start this summer and go into next summer. It is a Missouri Department of Transportation project and the City of

Kansas City is proposing in their budget to improve their side of 155<sup>th</sup> Street to Kensington.

Councilman Trutzel said a lot of Raymore citizens use 155<sup>th</sup> Street so it will push a lot of traffic on to 58 Highway when that project begins.

Mr. Fisher also reported that the Mullen culvert replacement project will begin soon we will have message boards starting on February 4 informing citizens it will be closing on February 11. We will try to keep the project less than 30 days, but it could take up to 45 days.

Mr. Fisher said the Transportation Development District chose to spend as much \$100,000 to overlay chip and seal from Cambridge to 187<sup>th</sup> street. Councilman Lathrop asked who will be doing the chip and seal. Mr. Fisher said the Road District and they will also maintain it.

Mr. Trivitt distributed the budget books to the Council and said budget work sessions need to be scheduled. The Council consensus was to have budget work sessions before each council meeting at 6:30 P.M., starting next week. Mr. Trivitt said the budget public hearing will be on February 23. Sheila Ernzen, Finance Director, reviewed the budget documentation.

#### **OTHER BUSINESS:**

Review of December 2015 Financial Report – Sheila Ernzen, Finance Director, gave a brief overview. She said sales tax is coming in over budget. Biggest reason for overage is we are a head where we anticipated sales tax would be, and ambulance revenue is at \$701,000. A lot could change as we still have three months left of this fiscal year. We're anticipating the fund balance to end at 22%. At the end of December it was at 21%. January got up even more because it will have the bulk of property tax that month and it will decline in February and March. We are projecting 22%. We are about 5.1% more in revenues then we had this same time last year.

Councilman Fletcher asked about the franchise fees. Ms. Ernzen said we did adjust the franchise taxes but they varied more than anticipated. At the Government Finance Officers Association meeting there was discussion about the wireless franchise tax. Data packages are not included in franchise fees; only actual call plans get franchise tax on them.

Councilman Lathrop asked why they property tax is in red. Ms. Ernzen said less people paid at this point in December but we still have the month of January.

Megan McGuire, City Attorney, said she has been working with Jeff Fisher, Public Works Director, and his staff and engineers on streamlining and improving our public contract review process. She has made a couple of changes and has instituted this certificate of owner's attorney. We have streamlined the contracts and beefed up the language and also changed how we do the surety bond. We're no longer having the surety company signature on the contract but she is doing the contract and bond review. She said she will verify we have all the necessary certifications on the bonds and verify the amounts on the bond, signatory and language. We have instituted those procedures over the last couple of months and starting in January we switched over how we do the surety bond processing. She will not sign off until contracts are totally complete and come through her office for processing. We have spent a lot of time shoring that up and educating everyone on the proper procedures.

Council Lathrop asked whether we received the final contact with Grand Hill. Ms. McGuire said no, we are still working on the cooperative agreement. They still don't have their filing complete with the Secretary of State. She said she is doing some rewrite with some of the Council recommendations, so it is still in the works.

Being no further business, Councilman Lathrop moved to adjourn at 7:29 P.M. Councilman Von Behren seconded. All voted in favor. Councilman Hoag absent. Meeting adjourned.

  
Patti Ledford, City Clerk

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Jeff Davis, Mayor



**SECTION VIII**  
**B**

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

**COURT DATES: 1/6/16; 1/13/16; 1/20/16; 1/27/16**

  
\_\_\_\_\_  
**MUNICIPAL JUDGE** **2/3/16**  
**DATE**

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

\_\_\_\_\_  
**CITY CLERK** **DATE**



# Payment Plan Reports

Belton

Monday, February 01, 2016 4:22 PM

Collected

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

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid
PP000008	MOORE, CHARLES N	01/08/2016	397606	R00027380	101905445-1	\$330.00
<b>PP000008 Totals:</b>						<b>\$330.00</b>
PP000086	DAVIDSON, HOLLI RAE	01/27/2016	398613	R00027715	121163789-1	\$167.50
<b>* PP000086 Totals:</b>						<b>\$167.50</b>
PP0000114	ESTELL, MIA LAFRANTZ	01/02/2016	397195	R00027236	121165993-1	\$25.00
<b>PP0000114 Totals:</b>						<b>\$25.00</b>
PP0000143	GIVAN, JEFFREY D	01/04/2016	397199	R00027240	140789285-1	\$50.00
<b>PP0000143 Totals:</b>						<b>\$50.00</b>
PP0000184	WILLIAMS, ALBERT JAMES	01/19/2016	398169	R00027553	140788766-1	\$40.00
<b>PP0000184 Totals:</b>						<b>\$40.00</b>
PP0000238	SCHWACH, NICOLE L	01/06/2016	397478	R00027355	121167249-1	\$29.50
		01/06/2016	397478	R00027355	121167248-1	\$38.00
<b>PP0000238 Totals:</b>						<b>\$67.50</b>
PP0000265	SHEELEY, APRIL D	01/21/2016	398318	R00027607	121164923-1	\$65.00
<b>PP0000265 Totals:</b>						<b>\$65.00</b>
PP0000268	BRUCE, BRIDGETTE E	01/05/2016	397280	R00027259	121152346-1	\$29.00
		01/05/2016	397280	R00027259	121152347-1	\$12.00
<b>PP0000268 Totals:</b>						<b>\$41.00</b>
PP0000281	BEAMON, JAIVON TERRELL	01/27/2016	398601	R00027712	121165522-1	\$75.00
<b>PP0000281 Totals:</b>						<b>\$75.00</b>
PP0000285	DAVIS, STELLA M	01/21/2016	398342	R00027612	140789815-1	\$8.00
		01/21/2016	398342	R00027612	140789817-1	\$27.00
<b>PP0000285 Totals:</b>						<b>\$35.00</b>
PP0000307	MACEK, SEAN BRIAN	01/06/2016	397362	R00027308	140793153-1	\$20.00
<b>PP0000307 Totals:</b>						<b>\$20.00</b>
PP0000313	CHILOW, GINA LOUISE	01/09/2016	397622	R00027391	121166228-1	\$40.00
<b>PP0000313 Totals:</b>						<b>\$40.00</b>
PP0000314	STEWART, VINCENT SKYLER	01/08/2016	397596	R00027371	121162678-1	\$129.50
		01/08/2016	397596	R00027371	121162677-1	\$124.50
<b>PP0000314 Totals:</b>						<b>\$254.00</b>
PP0000334	DAY, JOSEPH ALLEN	01/15/2016	398075	R00027539	140793094-1	\$25.00
<b>PP0000334 Totals:</b>						<b>\$25.00</b>
PP0000339	HARRIS, ASHLEY BLAKE	01/05/2016	397328	R00027298	140791008-1	\$3.00
		01/05/2016	397328	R00027298	140791009-1	\$27.00
<b>PP0000339 Totals:</b>						<b>\$30.00</b>
PP0000363	LANIER, LATRINA SHERELL	01/27/2016	398538	R00027689	140790035F-1	\$37.00
		01/27/2016	398538	R00027689	140790035-1	\$13.00
<b>PP0000363 Totals:</b>						<b>\$50.00</b>
PP0000365	COX, DEREK A JR	01/15/2016	398057	R00027519	121165520-1	\$20.00
		01/29/2016	398831	R00027725	121165520-1	\$20.00
<b>PP0000365 Totals:</b>						<b>\$40.00</b>
PP0000380	SPITLER, LINDA LEE	01/12/2016	397731	R00027434	140789117-1	\$30.00
<b>PP0000380 Totals:</b>						<b>\$30.00</b>
PP0000384	SHACKELFORD, SHAWNTE NICOLE	01/07/2016	397497	R00027358	121161844-1	\$50.00
		01/21/2016	398346	R00027614	121161844-1	\$50.00
<b>PP0000384 Totals:</b>						<b>\$100.00</b>
PP0000388	DAY, JULLIANNA MARIE	01/07/2016	397583	R00027370	140790633-1	\$30.00
		01/13/2016	397949	R00027511	140790633-1	\$30.00
		01/31/2016	398881	R00027751	140790632-1	\$22.00

\* Indicates an overpayment was made on the Payment Plan

		01/31/2016	398881	R00027751	140790633-1	\$8.00
		<b>PP0000388 Totals:</b>				<b>\$90.00</b>
PP0000393	LIGGINS, CARTEZ DEVON	01/20/2016	398210	R00027574	081133735-1	\$50.00
		<b>PP0000393 Totals:</b>				<b>\$50.00</b>
PP0000394	HARTON, KASHEY LEYANNA	01/11/2016	397629	R00027397	140791252-1	\$100.00
		<b>PP0000394 Totals:</b>				<b>\$100.00</b>
PP0000405	HIGGINS, DEBORAH A	01/07/2016	397553	R00027368	140794077-1	\$100.00
		<b>PP0000405 Totals:</b>				<b>\$100.00</b>
PP0000410	MCCARLEY, LESLIE A	01/25/2016	398459	R00027642	140791643-1	\$38.00
		01/25/2016	398459	R00027642	140791644-1	\$12.00
		<b>PP0000410 Totals:</b>				<b>\$50.00</b>
PP0000412	SELLNER, DEREK MICHAEL	01/15/2016	398058	R00027520	140792586-1	\$20.00
		<b>PP0000412 Totals:</b>				<b>\$20.00</b>
PP0000416	JONES, VERONICA J	01/12/2016	397734	R00027437	140792512-1	\$30.00
		<b>PP0000416 Totals:</b>				<b>\$30.00</b>
PP0000418	THURMAN, RACHEL LEE	01/08/2016	397609	R00027383	140789982-1	\$79.00
		<b>PP0000418 Totals:</b>				<b>\$79.00</b>
PP0000427	PITTS, ANTOINE O	01/20/2016	398213	R00027575	140791144-1	\$50.00
		<b>PP0000427 Totals:</b>				<b>\$50.00</b>
PP0000428	DARBY, MICHAEL A	01/09/2016	397621	R00027390	140790694-1	\$100.00
		<b>PP0000428 Totals:</b>				<b>\$100.00</b>
PP0000431	BREITWEISER, ANGELIC MARIE	01/11/2016	397701	R00027413	121165494-1	\$30.00
		<b>PP0000431 Totals:</b>				<b>\$30.00</b>
PP0000435	COOK, JEFFERY WAYNE	01/04/2016	397264	R00027247	140793472-1	\$50.00
		01/20/2016	398223	R00027586	140793472-1	\$50.00
		<b>PP0000435 Totals:</b>				<b>\$100.00</b>
PP0000440	CORDES, VERA P	01/20/2016	398216	R00027582	140791092-1	\$50.00
		<b>PP0000440 Totals:</b>				<b>\$50.00</b>
PP0000452	NORTHWEATHER, JOHN PHILLIP	01/15/2016	398030	R00027517	140793980-1	\$88.50
		<b>PP0000452 Totals:</b>				<b>\$88.50</b>
PP0000453	WHITE, CHRISTOPHER L	01/25/2016	398481	R00027661	140792710-1	\$66.00
		<b>PP0000453 Totals:</b>				<b>\$66.00</b>
PP0000455	CLIFTON, ANTHONY JOE JR	01/20/2016	398214	R00027576	101912823-1	\$75.00
		<b>PP0000455 Totals:</b>				<b>\$75.00</b>
PP0000458	BRYAN, WALTER MARK	01/04/2016	397202	R00027242	140792508-1	\$97.00
		<b>* PP0000458 Totals:</b>				<b>\$97.00</b>
PP0000472	NOY, JOJUAN JALEEL	01/15/2016	398031	R00027518	140793278-1	\$25.00
		<b>PP0000472 Totals:</b>				<b>\$25.00</b>
PP0000478	WEITL, SCOTT L	01/25/2016	398497	R00027676	140790728-1	\$55.00
		<b>PP0000478 Totals:</b>				<b>\$55.00</b>
PP0000479	WILLIAMS, MISTY RACHELLE	01/08/2016	397619	R00027388	140790758-1	\$20.00
		<b>PP0000479 Totals:</b>				<b>\$20.00</b>
PP0000480	GREENWOOD, JESSICA JOYA	01/03/2016	397198	R00027239	140789164-1	\$50.00
		01/31/2016	398880	R00027750	140789165-1	\$50.00
		<b>PP0000480 Totals:</b>				<b>\$100.00</b>
PP0000487	SPEARS, STEPHANIE R	01/23/2016	398385	R00027634	121165060-1	\$24.00
		<b>PP0000487 Totals:</b>				<b>\$24.00</b>
PP0000493	JONES, MARILYN LOUISE	01/08/2016	397612	R00027386	140791652-1	\$20.00
		<b>PP0000493 Totals:</b>				<b>\$20.00</b>
PP0000495	CASTEEL, MELISSA A	01/21/2016	398347	R00027615	140791127-1	\$50.00
		01/27/2016	398577	R00027705	140791128-1	\$122.00
		01/27/2016	398577	R00027705	140791127-1	\$28.00
		01/27/2016	398578	R00027706	140791128-1	\$3.00
		<b>* PP0000495 Totals:</b>				<b>\$203.00</b>
PP0000500	KUDRA, AMY CHRISTINE	01/19/2016	398188	R00027569	140790015-1	\$44.00
		<b>PP0000500 Totals:</b>				<b>\$44.00</b>

\* Indicates an overpayment was made on the Payment Plan

PP0000509	DUNHAM, JENNIFER MARIE	01/15/2016	398059	R00027521	140794603-1	\$50.00
<b>PP0000509 Totals:</b>						<b>\$50.00</b>
PP0000517	MARTIN, ASHLEY NICOLE	01/27/2016	398599	R00027710	140794040-1	\$50.00
<b>PP0000517 Totals:</b>						<b>\$50.00</b>
PP0000519	SHIVE, SHANE EUGENE	01/27/2016	398600	R00027711	140791890-1	\$225.00
<b>PP0000519 Totals:</b>						<b>\$225.00</b>
PP0000520	BAYSINGER, MICHAEL E	01/06/2016	397364	R00027310	140791866-1	\$77.00
		01/06/2016	397364	R00027310	140791865-1	\$23.00
<b>PP0000520 Totals:</b>						<b>\$100.00</b>
PP0000524	HUNDLEY, MELISSA ANN	01/25/2016	398477	R00027657	140794128-1	\$10.00
<b>PP0000524 Totals:</b>						<b>\$10.00</b>
PP0000528	WHITE, JULIE LYN	01/26/2016	398535	R00027687	140796079-1	\$100.00
<b>PP0000528 Totals:</b>						<b>\$100.00</b>
PP0000537	ORTIZ, NICOLE RENEE	01/26/2016	398522	R00027678	140791812-1	\$50.00
		01/26/2016	398523	R00027679	140791812-1	\$63.00
<b>* PP0000537 Totals:</b>						<b>\$113.00</b>
PP0000538	SARTAIN, SHEENA KRISTIN	01/08/2016	397620	R00027389	140790809-1	\$50.00
<b>PP0000538 Totals:</b>						<b>\$50.00</b>
PP0000540	GLIN, ERICA RENE A	01/26/2016	398525	R00027681	140794784-1	\$29.50
<b>* PP0000540 Totals:</b>						<b>\$29.50</b>
PP0000541	JOHNSON, JOSHUA B	01/07/2016	397580	R00027369	140795032-1	\$100.00
<b>PP0000541 Totals:</b>						<b>\$100.00</b>
PP0000546	PARKER, REBECCA MICHEL	01/12/2016	397732	R00027435	140791295-1	\$40.00
		01/26/2016	398532	R00027683	140791295-1	\$36.00
<b>PP0000546 Totals:</b>						<b>\$76.00</b>
PP0000554	KERN, DEBORAH CLAIRE	01/13/2016	397796	R00027463	140790464-1	\$50.00
		01/30/2016	398878	R00027748	140790464-1	\$14.00
		01/30/2016	398878	R00027748	101904304-1	\$36.00
<b>PP0000554 Totals:</b>						<b>\$100.00</b>
PP0000556	FOREMAN, XERXES MALCOLM	01/30/2016	398879	R00027749	121164947-1	\$37.00
		01/30/2016	398879	R00027749	121164946-1	\$13.00
<b>PP0000556 Totals:</b>						<b>\$50.00</b>
PP0000558	ROBERTS, JESSE A	01/29/2016	398835	R00027729	140794782-1	\$25.00
<b>PP0000558 Totals:</b>						<b>\$25.00</b>
PP0000560	SCHALLER, CINDY ANN	01/27/2016	398579	R00027707	140789046-1	\$250.00
<b>PP0000560 Totals:</b>						<b>\$250.00</b>
PP0000565	MEERKATZ, LOREN WAYNE	01/06/2016	397374	R00027319	140795043-1	\$25.00
<b>PP0000565 Totals:</b>						<b>\$25.00</b>
PP0000570	ELKINS, HEATHER DAWN	01/26/2016	398533	R00027684	121165555-1	\$112.50
<b>PP0000570 Totals:</b>						<b>\$112.50</b>
PP0000572	MOORE, GREGORY A	01/06/2016	397416	R00027337	140792649-1	\$175.00
		01/15/2016	398074	R00027538	140792649-1	\$87.50
		01/22/2016	398369	R00027626	140792649-1	\$87.50
<b>PP0000572 Totals:</b>						<b>\$350.00</b>
PP0000574	CLARK, AARON RUSSELL	01/19/2016	398170	R00027554	101904123-1	\$70.00
<b>PP0000574 Totals:</b>						<b>\$70.00</b>
PP0000575	POINDEXTER, GUY ALLEN	01/04/2016	397204	R00027244	140791697-1	\$35.00
		01/04/2016	397204	R00027244	140791695-1	\$35.00
		01/04/2016	397204	R00027244	140791696-1	\$100.00
<b>PP0000575 Totals:</b>						<b>\$170.00</b>
PP0000578	BRUNE, DANNY J	01/18/2016	398100	R00027547	140792848-1	\$100.00
<b>PP0000578 Totals:</b>						<b>\$100.00</b>
PP0000579	LARGENT, JEREMY LEE	01/13/2016	397799	R00027466	140792826-1	\$100.00
<b>PP0000579 Totals:</b>						<b>\$100.00</b>
PP0000580	BEARDSHEAR, KATELYN GABRIELLE	01/06/2016	397363	R00027309	140796031-1	\$50.00
<b>PP0000580 Totals:</b>						<b>\$50.00</b>

\* Indicates an overpayment was made on the Payment Plan



PP0000584	STARK, PHILLIP A II	01/15/2016	398085	R00027543	140793828-1	\$150.00
<b>PP0000584 Totals:</b>						<b>\$150.00</b>
PP0000586	BYSFIELD, CHARLES E	01/25/2016	398478	R00027658	140790922-1	\$100.00
<b>PP0000586 Totals:</b>						<b>\$100.00</b>
PP0000589	FLOWERS, TIFFANY JEAN	01/08/2016	397601	R00027377	140794738-1	\$50.00
		01/22/2016	398366	R00027624	140794738-1	\$21.50
<b>PP0000589 Totals:</b>						<b>\$71.50</b>
PP0000590	MYERS-SUMMERS, MARISSA D	01/05/2016	397334	R00027300	140794182-1	\$100.00
		01/22/2016	398361	R00027618	140794182-1	\$50.00
<b>PP0000590 Totals:</b>						<b>\$150.00</b>
PP0000591	ROUSE, JOSHUA MICHAEL	01/25/2016	398468	R00027648	140790889-1	\$40.00
<b>PP0000591 Totals:</b>						<b>\$40.00</b>
PP0000594	PAYAN, GERARDO LUIS	01/26/2016	398536	R00027685	140794654-1	\$50.00
<b>PP0000594 Totals:</b>						<b>\$50.00</b>
PP0000597	MOSES, DA'SHON L	01/19/2016	398101	R00027548	140794651-1	\$50.00
<b>PP0000597 Totals:</b>						<b>\$50.00</b>
PP0000600	DAMRON, GINGETTE LYNN	01/06/2016	397359	R00027305	140794854-1	\$25.00
<b>PP0000600 Totals:</b>						<b>\$25.00</b>
PP0000601	HENDERSON, ROBERT DALE	01/04/2016	397266	R00027249	121166981F-1	\$100.00
<b>PP0000601 Totals:</b>						<b>\$100.00</b>
PP0000602	BRIGHT, TYLER D	01/06/2016	397417	R00027338	140794575-1	\$50.00
<b>PP0000602 Totals:</b>						<b>\$50.00</b>
PP0000603	JONES, TAJALA RENA	01/15/2016	398063	R00027529	140794313-1	\$50.00
<b>PP0000603 Totals:</b>						<b>\$50.00</b>
PP0000606	JOHNSON, BRANDI L	01/19/2016	398180	R00027562	140791057-1	\$50.00
<b>PP0000606 Totals:</b>						<b>\$50.00</b>
PP0000616	HOWARD, KASSIE JUNE	01/29/2016	398845	R00027733	140795049-1	\$20.50
		01/29/2016	398845	R00027733	140795050-1	\$29.50
<b>PP0000616 Totals:</b>						<b>\$50.00</b>
PP0000617	HERMON, BRANDIE LYNN	01/04/2016	397268	R00027251	140793791-1	\$150.00
<b>PP0000617 Totals:</b>						<b>\$150.00</b>
PP0000618	SCHLUND, MARK G	01/06/2016	397373	R00027318	140794708-1	\$20.00
<b>PP0000618 Totals:</b>						<b>\$20.00</b>
PP0000623	WHIPPLE, ASHLEY LEANN	01/06/2016	397381	R00027325	140794894-1	\$50.00
		01/06/2016	397381	R00027325	140794893-1	\$50.00
<b>PP0000623 Totals:</b>						<b>\$100.00</b>
PP0000624	MCCARLEY, CORY ALLEN	01/11/2016	397689	R00027404	140791273-1	\$100.00
<b>PP0000624 Totals:</b>						<b>\$100.00</b>
PP0000631	BROWN, ANGELICA J	01/12/2016	397727	R00027430	140791245-1	\$25.00
<b>PP0000631 Totals:</b>						<b>\$25.00</b>
PP0000632	POUND, TONI LYN	01/08/2016	397613	R00027387	140791861-1	\$60.00
		01/22/2016	398378	R00027628	140791861-1	\$53.00
<b>* PP0000632 Totals:</b>						<b>\$113.00</b>
PP0000635	STOKES, TERRY MICHAEL	01/29/2016	398834	R00027728	121165500-1	\$50.00
<b>PP0000635 Totals:</b>						<b>\$50.00</b>
PP0000641	SMITH, TRISTAN M	01/20/2016	398239	R00027596	121154613-1	\$25.00
<b>PP0000641 Totals:</b>						<b>\$25.00</b>
PP0000642	NELSON, QUIERA DEJA	01/11/2016	397687	R00027402	140794288-1	\$125.00
<b>PP0000642 Totals:</b>						<b>\$125.00</b>
PP0000643	HILL, KELLY MICHELLE	01/20/2016	398262	R00027600	140791307-1	\$50.00
<b>PP0000643 Totals:</b>						<b>\$50.00</b>
PP0000644	ANDERSON, SHERYL KATHERINE	01/15/2016	398060	R00027522	140794163-1	\$50.00
		01/29/2016	398836	R00027730	140794163-1	\$50.00
<b>PP0000644 Totals:</b>						<b>\$100.00</b>
PP0000645	CORWIN, RHIANNON M	01/15/2016	398029	R00027516	140792115-1	\$75.00
		01/22/2016	398348	R00027616	140792116-1	\$37.00
		01/22/2016	398348	R00027616	140792115-1	\$38.00

\* Indicates an overpayment was made on the Payment Plan

PP0000645	CORWIN, RHIANNON M	01/30/2016	398868	R00027740	140792116-1	\$75.00
<b>PP0000645 Totals:</b>						<b>\$225.00</b>
PP0000646	BRESHEARS, JO L	01/06/2016	397440	R00027345	140794920-1	\$50.00
<b>PP0000646 Totals:</b>						<b>\$50.00</b>
PP0000647	WHEELDON, JULIE DIANE	01/30/2016	398876	R00027746	140794831-1	\$75.00
<b>PP0000647 Totals:</b>						<b>\$75.00</b>
PP0000648	CANALES, EUGENE MIRAMONTEZ IV	01/20/2016	398238	R00027595	140794939-1	\$135.00
<b>PP0000648 Totals:</b>						<b>\$135.00</b>
PP0000649	CARLILE, ALEXANDER LELAND	01/06/2016	397470	R00027350	140794721-1	\$30.00
		01/11/2016	397702	R00027421	140794721-1	\$100.00
		01/19/2016	398105	R00027551	140794721-1	\$95.00
<b>PP0000649 Totals:</b>						<b>\$225.00</b>
PP0000651	SMOTHERMON, SARAH MELISSA	01/06/2016	397471	R00027351	140794699-1	\$75.00
<b>PP0000651 Totals:</b>						<b>\$75.00</b>
PP0000652	STORM, HEATHER DAYLE	01/06/2016	397475	R00027352	140791240-1	\$50.00
<b>PP0000652 Totals:</b>						<b>\$50.00</b>
PP0000653	WENDEL, THERESA BERNEICE	01/22/2016	398380	R00027630	121166307-1	\$39.00
<b>PP0000653 Totals:</b>						<b>\$39.00</b>
PP0000654	CAIN, JAMISON MATTHEW	01/06/2016	397481	R00027356	101900190-1	\$200.00
<b>PP0000654 Totals:</b>						<b>\$200.00</b>
PP0000656	FISHER, DEYONICA RAELENE	01/30/2016	398871	R00027742	140790093-1	\$50.00
<b>PP0000656 Totals:</b>						<b>\$50.00</b>
PP0000661	BOOZE, TERRENCE DEVONTAE	01/26/2016	398527	R00027682	140791278-1	\$50.00
<b>PP0000661 Totals:</b>						<b>\$50.00</b>
PP0000668	CAMPBELL, DERICK SHAWN	01/13/2016	397916	R00027499	140795019-1	\$130.00
		01/26/2016	398524	R00027680	140795019-1	\$95.00
<b>PP0000668 Totals:</b>						<b>\$225.00</b>
PP0000670	BASINSKI, TAYLOR MATTHEW	01/13/2016	397926	R00027505	140795639-1	\$200.00
<b>PP0000670 Totals:</b>						<b>\$200.00</b>
PP0000671	LINES, AMANDA KAY	01/13/2016	397927	R00027506	140790180-1	\$77.00
		01/30/2016	398865	R00027737	140790180-1	\$37.00
<b>PP0000671 Totals:</b>						<b>\$114.00</b>
PP0000673	BUASRI, SAMANTHA KATE	01/27/2016	398576	R00027704	121165574-1	\$75.00
<b>PP0000673 Totals:</b>						<b>\$75.00</b>
PP0000677	VIK, ROBERT ARNOLD	01/14/2016	398010	R00027514	140792888-1	\$38.00
		01/28/2016	398662	R00027720	140792888-1	\$75.00
<b>PP0000677 Totals:</b>						<b>\$113.00</b>
PP0000678	ALEXANDER, MARTELE QUAVON LAMAR	01/22/2016	398362	R00027619	140794196-1	\$100.00
<b>PP0000678 Totals:</b>						<b>\$100.00</b>
PP0000679	KATES, SHAWNA R	01/13/2016	397941	R00027508	140794094-1	\$20.00
<b>PP0000679 Totals:</b>						<b>\$20.00</b>
PP0000694	STEWART, VINCENT SKYLER	01/28/2016	398785	R00027724	140789734-1	\$50.00
<b>PP0000694 Totals:</b>						<b>\$50.00</b>
PP0000695	HARRIS, TERRENCE KATRAYLE	01/29/2016	398846	R00027734	140791832-1	\$100.00
<b>PP0000695 Totals:</b>						<b>\$100.00</b>

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**Report Totals**

**\$9,423.00**

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\* Indicates an overpayment was made on the Payment Plan



# My Filed Or Closed Cases Listing

Belton

2/3/2016 4:06:49 PM

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

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

## Violations By Filed Date

City Ordinance	132
IPMC CODE	4
MOVING TRAFFIC	379
Parking	2
Traffic	107
UNIFIED DEVELOPMENT CODE	2
UNUSED	1
<b>Total Violations Filed:</b>	<b>627</b>

## Violations Completed-Paid Fines By Filed Date

### CL-CLOSED FOUND GUILTY

City Ordinance	7
IPMC CODE	1
MOVING TRAFFIC	98
Parking	1
Traffic	53
<b>CL</b>	<b>160</b>
<b>Total Violations Completed-Paid Fines:</b>	<b>160</b>

## Violations Completed-Before Judge By Filed Date

### CL-CLOSED FOUND GUILTY

City Ordinance	62
IPMC CODE	4
MOVING TRAFFIC	50
Traffic	113



# My Filed Or Closed Cases Listing

Belton

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

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

## Violations Completed-Before Judge By Filed Date

UNUSED	2	
CL		231

## D\$-DISMISSED SC PP RECALCULATED/PAID

City Ordinance	11	
D\$		11

## DC-Dismissed by Complainant

City Ordinance	4	
DC		4

## DI-CLOSED BY SIS

City Ordinance	4	
MOVING TRAFFIC	5	
DI		9

## DP-Dismissed by Prosecutor

City Ordinance	5	
MOVING TRAFFIC	26	
Traffic	3	
UNUSED	3	
DP		37

## DW-DISMISSED NO WITNESS

City Ordinance	5	
MOVING TRAFFIC	1	
DW		6

## DX-FOUND NOT GUILTY AT TRIAL

City Ordinance	4	
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# My Filed Or Closed Cases Listing

Belton

2/3/2016 4:06:49 PM

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

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

## Violations Completed-Before Judge By Filed Date

MOVING TRAFFIC	38	
Traffic	1	
UNUSED	2	
DX		45
<b>Total Violations Completed-Before Judge:</b>		<b>343</b>

## Violations Completed-Other By Filed Date DO-DISMISSED BY OFFICER

City Ordinance	5	
IPMC CODE	1	
MOVING TRAFFIC	4	
Traffic	1	
DO		11

## DS-DISMISSED STATE CHARGES

City Ordinance	2	
MOVING TRAFFIC	2	
DS		4

## VD-Voided Docket

MOVING TRAFFIC	3	
VD		3
<b>Total Violations Completed-Paid Fines:</b>		<b>18</b>





# My Filed Or Closed Cases Listing

Belton

2/3/2016 4:06:49 PM

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

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

Total Violations Completed-Paid Fines:	160
Total Violations Completed-Before Judge:	343
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	18
<hr/>	
Total Violations Completed:	521
Total Violations Filed:	627
<hr/>	
Net Difference Filed - Completed:	106

## Warrants Issued

City Ordinance	85		
MOVING TRAFFIC	72		
Traffic	31		
UNUSED	2		
<hr/>			
Total Warrants Issued:	190	Total Violations:	190

## Warrants Cleared

City Ordinance	82		
IPMC CODE	8		
MOVING TRAFFIC	94		
Traffic	52		
UNUSED	3		
<hr/>			
Total Warrants Cleared:	239	Total Violations:	239
<hr/>			
Total Warrants Issued:	190		
Total Warrants Cleared:	239		
Net Difference:	-49		



# My Filed Or Closed Cases Listing

Belton

2/3/2016 4:06:49 PM

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

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

## Violations Completed-Other Paid By Filed Date

### AJ-SUSPENDED IMPOSITION OF SENTEN

MOVING TRAFFIC	3	
AJ		3

### CD-Completion date for school(s)

City Ordinance	2	
MOVING TRAFFIC	5	
CD		7

### CL-CLOSED FOUND GUILTY

MOVING TRAFFIC	1	
Traffic	1	
UNUSED	1	
CL		3

### CN-Continued Arraignment

City Ordinance	2	
MOVING TRAFFIC	1	
Traffic	1	
CN		4

### IJ-IN JAIL

MOVING TRAFFIC	1	
IJ		1

### PP-Payment plan

City Ordinance	23	
IPMC CODE	1	
MOVING TRAFFIC	31	



# My Filed Or Closed Cases Listing

Belton

2/3/2016 4:06:49 PM

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

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

## Violations Completed-Other Paid By Filed Date

Traffic	10	
UNUSED	4	
PP		69

## PV-PROBATION VIOLATION ISSUED

Traffic	1	
PV		1

## SC-SHOW CAUSE HEARING

City Ordinance	1	
SC		1

## WI-Warrant Issued

City Ordinance	2	
Traffic	1	
WI		3

<b>Total Violations Completed-Other Paid:</b>	<b>92</b>	
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# My Filed Or Closed Cases Listing

Belton

2/3/2016 4:06:49 PM

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

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$1,411.00
CC (76)	COURT COSTS	\$3,672.34
CN (CA)	COURT NOTIFICATION AUTOMATION	\$687.64
CVC2 (74)	CRIME VICTIMS CITY	\$130.24
CVS2 (CV)	CRIME VICTIMS STATE	\$2,640.68
DM (82)	DOMESTIC VIOLENCE	\$705.00
DWI (77)	DWI RECOVERY COST	\$600.00
FINE (76)	FINE	\$50,475.91
ILFC (83)	ILF- CITY	\$560.00
IS (IS)	INMATE SECURITY FUND	\$706.00
RST (RS)	RESTITUTION	\$2,069.01
SR (SR)	SHERIFF RETIREMENT	\$1,111.15
TFC (78)	TRAINING FUND CITY	\$703.63
TFS (81)	TRAINING FUND STATE	\$370.41
WRNTFE (76)	WARRANT FINE	\$50.00

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**Report Totals:** **\$65,893.01**

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## 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.

<b>I. COURT INFORMATION</b>		Contact information same as last report <input type="checkbox"/>	
		Municipality: Belton	Reporting Period: 1/2016
Mailing Address:	7001 E. 163rd St. Belton 64012	Software Vendor:	Tyler Technologies
Physical Address:	7001 E. 163rd St. Belton 64012	County:	CASS COUNTY
Telephone Number:	(816) 331-2798	Fax Number:	(816) 348-4439
Prepared by:	Laura Ellis	E-mail Address:	beltoncourts@beltonpd.org
Municipal Judge(s) CHARLES C. CURRY		Prosecuting Attorney: WILLIAM N. MARSHALL III	

II. MONTHLY CASELOAD INFORMATION	Alcohol and Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. cases (citations / informations) pending at start of month	82	2,499	1,259
B. cases (citations / informations) filed	12	461	154
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY	0	5	8
3. court / bench trial - NOT GUILTY	0	35	3
4. plea of GUILTY in court	8	161	77
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	162	25
6. dismissed by court	0	4	15
7. <i>nolle prosequi</i>	0	39	17
8. certified for jury trial (not heard in the Municipal Division)	0	0	0
<b>9. TOTAL CASE DISPOSITIONS</b>	<b>8</b>	<b>406</b>	<b>145</b>
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]	86	2,554	1,268
E. Trial de Novo and / or appeal applications filed	0	2	7

<b>III. WARRANT INFORMATION (Pre and Post Disposition)</b>		<b>IV. PARKING TICKETS</b>	
1. # issued during reporting period	190	# issued during period	0
2. # served/withdrawn during reporting period	241	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	1,501		

V. NET DISBURSEMENTS			
Fines	51,213.55	Restitution	\$2,069.01
Clerk/Court Fee (costs)	4232.34	Parking ticket revenue (including penalties)	\$0.00
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00	Bond forfeitures (paid to city)	\$1,411.00
Peace Officer Standards and Training (POST) Commission surcharge	370.41	Bond refunds	\$0.00
Crime Victims Compensation (CVC) Fund surcharge	2770.92	Total Other disbursements Use the Supplemental to itemize and enter the total here	\$600.00
Law Enforcement Training (LET) Fund surcharge	703.63		
Domestic Violence Shelter surcharge	705.00	Total Disbursements  <span style="font-size: 1.5em; font-family: cursive;">\$65893.01</span>	
Inmate Prisoner Detainee Security Fund surcharge	706.00		
Sheriffs' Retirement Fund surcharge	1,111.15		



**MUNICIPAL DIVISION SUMMARY REPORTING FORM**

<b><u>COURT INFORMATION</u></b>	Municipality: Belton	Reporting Period: 1/2016
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**SUPPLEMENTAL**

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

<b>Other Disbursements</b>	<b>Amount</b>
<b>DWI RECOVERY COST</b>	<b>\$ 600.00</b>
<b>Total Other Disbursements</b>	<b>\$ 600.00</b>
include this total amount under Total Other disbursements on Municipal Division Summary Report Form	

.....

BELTON MUNICIPAL COURT  
7001 E 163<sup>RD</sup> 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: 2/3/2016  
Re: MUN DIV REPORTING FORM Pages: 3 INCL THIS PAGE  
CC:

Urgent     For Review     Please Comment     Please Reply     Please Recycle

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

**\*\*Credit card processing company website/database was down. Unable to post \$1259.00 web payments from 1/28/17 – 1/30/16 with a January date. Posted to court software 2/1/16. Manual adjustment made to January Municipal Division Reporting form to include the \$1259.00 paid in January.**

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

**THANK YOU,  
LAURA ELLIS**

**CONFIDENTIAL** .....

MEMORY TRANSMISSION REPORT

TIME : 02-03-'16 15:51  
FAX NO.1 : 816-331-3179  
NAME : Belton Mun. Court

FILE NO. : 294  
DATE : 02.03 15:50  
TO : OSCA STATE RPT  
DOCUMENT PAGES : 3  
START TIME : 02.03 15:50  
END TIME : 02.03 15:51  
PAGES SENT : 3  
STATUS : OK

\*\*\* SUCCESSFUL TX NOTICE \*\*\*

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

To:	STATISTICS SECTION	Fax:	573-526-0338
From:	Laura Ellis	Date:	2/3/2016
Re:	MUN DIV REPORTING FORM	Pages:	3 INCL THIS PAGE
CC:			

Urgent   
 For Review   
 Please Comment   
 Please Reply   
 Please Recycle

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

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

**THANK YOU,  
LAURA ELLIS**

**CONFIDENTIAL**

**SECTION VIII**  
**C**

**R2016-06**

A RESOLUTION REAPPOINTING PATTE' KLAUS-SCHREIHOFER TO THE UNIVERSITY OF MISSOURI EXTENSION COUNCIL.

WHEREAS, the Mayor is authorized to appoint a member to the University of Missouri Extension Council subject to the approval of the City Council for a two year term; and

WHEREAS, Patte' Klaus-Schreihofers term expires on February 28, 2016; and

WHEREAS, Patte' Klaus-Schreihofers is hereby reappointed to serve on the University of Missouri Extension Council until February 28, 2018 or his/her successor is duly appointed and approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Belton, Missouri, that Patte' Klaus-Schreihofers is named the representative for the University of Missouri Extension Council from the City of Belton.

READ AND ADOPTED: February 9, 2016

\_\_\_\_\_  
Mayor Jeff Davis

Approved this \_\_\_\_ day of \_\_\_\_\_, 2016.

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 9<sup>th</sup> day of February, 2016 and adopted at a regular meeting of the City Council held the 9<sup>th</sup> day of February, 2016 by the following vote, to wit:



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

---

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

**SECTION VIII**  
**D**

**R2016-07**

A RESOLUTION APPROVING CHANGE ORDER NO. 4 TO THE BEEMER CONSTRUCTION CONTRACT NUMBER 464-5710-495-7117 ELEVATED WATER STORAGE TANK AND ASSOCIATED NEW WATER LINES.

---

WHEREAS, the citizens of the City of Belton in 2013 approved by public vote, improvements to the public drinking water system to meet near and long term needs; and

WHEREAS, the City has the authority and follows Article IV, Division II, Section 2-921 Purchasing Procedure of the Ordinances of the City of Belton, Missouri, to approve contracts for construction thereto; and

WHEREAS, the City approved a contract under Ordinance No. 2013-3958 on December 10, 2013 with Beemer Construction for public improvements to the drinking water system whereby change orders may be processed and approved per the General Conditions, Section 10.03; and

WHEREAS, this change order is necessary to alter contractual costs to align with final and actual costs incurred so the project can be closed-out; and

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

Section 1. That Change Order No. 4 to the Contract Number 464-5710-495-7117 Elevated Water Storage Tank and Associated New Water Lines Project with Beemer Construction in the not-to exceed amount of -\$8,771.43 is hereby approved for the above mentioned changes and the Mayor is authorized and directed to execute the change order on behalf of the City.

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

READ AND ADOPTED: February 9, 2016

\_\_\_\_\_  
Mayor Jeff Davis

Approved this \_\_\_\_ day of \_\_\_\_\_, 2016.

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 9<sup>th</sup> day of February, 2016 and adopted at a regular meeting of the City Council held the 9<sup>th</sup> day of February, 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:** 2/09/2016

**DIVISION:** Water Services

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

<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input checked="" 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:**

This item involves a final change order to Contract Number: 445-5310-495-7117 Water System Improvements, Phase 1 – Contract No. 2, 16” Water Main Highway 58 to Markey Road with Beemer Construction Company, Inc. (General Conditions, Section 10.03) to install a step down transformer and new breaker inside the tank pedestal. Change Order #4 consists of various project price reductions for several items listed in attached information. Total amount of reductions after the addition of the step down transformer is -\$8,771.43.

**PROPOSED CITY COUNCIL MOTION:**

Approve a resolution for final Change Order #4, CN 445-5310-495-7117 with Beemer Construction Company, Inc. for the reduced amount of \$8,771.43.

**BACKGROUND:**

There are four components to the 2013 voter approved drinking water system improvement; 1) Phase 1-Contract No.1 is the 3 Million Gallon Water Tower with Landmark Structures- completed; 2) Phase 1-Contract No. 2 is the 16” Water Main Highway 58 to Markey Road with Beemer Construction Company, Inc.- completed; 3) Phase 2-Contract No. 1 is the Holmes Road Pump Station and 300,000 Gallon Tank Site Improvements with Foley Company- scheduled for completion in late 2016; and 4) Phase 2-Contract No. 2 is the 16” Water Main Markey Road with Redford Construction- complete by March 2016.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

Contractor:	Beemer Construction Company, Inc.	
Amount of Request/Contract:	\$	-\$8,771.43
Amount Budgeted:	\$	0
Funding Source:	Voter Approved Bonds and State Revolving Fund Loan	
Additional Funds:	\$	NA
Funding Source:	NA	
Encumbered:	\$	NA
Funds Remaining:	\$	NA

**STAFF RECOMMENDATION, ACTION, AND DATE:**

Staff recommends approval of a resolution for final Change Order #4, CN 445-5310-495-7117 with Beemer Construction Company, Inc. for the reduced amount of \$8,771.43.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Resolution
- Beemer Construction Change Order No. 4
- Beemer CO Reduction Detail Sheet





## CHANGE ORDER NO . 4

Contract Number 445-5310-495-7117

Project Title WATER SYSTEM IMPROVEMENTS  
PHASE 1 - CONTRACT NO. 2  
16" WATER MAIN HIGHWAY 58 TO MARKEY ROAD

Effective Date: January 6, 2016

Ordinance / Resolution No: \_\_\_\_\_

To CONTRACTOR Beemer Construction Company, Inc.

The Contract is changed as follows:

**Not valid until signed by the OWNER.**

The original Contract Price was .....	\$ 889,742.00
Net change by previously authorized Change Orders .....	\$ 235,106.81
The Contract Price prior to this Change Order was .....	\$ 1,124,848.81
The Contract Price will be <b>decreased</b> by .....	\$ 8,771.43
The new Contract Price including this Change Order will be .....	\$1,116,077.38
The Contract Times will be changed by .....	90 days
The date of Substantial Completion (SC) as of the date of this Change Order therefore is .	January 7, 2016
The date of Final Completion as of the date of this Change Order therefore is .....	May 6, 2016

<b>CONTRACTOR:</b> Beemer Construction Company, Inc.  	<b>By:</b>  <p style="text-align: center;"><b>David Beemer</b> President</p>	<b>Date:</b>  <p style="text-align: center;">1-9-16</p>
<b>OWNER:</b> City of Belton, Missouri	<b>By:</b>  <p style="text-align: center;"><b>Jeff Fisher</b> Public Works Director</p>	<b>Date:</b>
<b>ENGINEER:</b> Alfred Benesch & Company  	<b>Attest By:</b>  <p style="text-align: center;"><b>Stephen Roth</b> Project Manager</p>	<b>Date:</b>  <p style="text-align: center;">1-14-16</p>

**CHANGE ORDER NO. 4 (FINAL)**  
**Belton Water System Improvements**  
**Phase 1 , Contract No. 2**  
**16" Water Main - Highway 58 to Markey Road**

Item No.	Description	Unit Price	Quantity Addition	Quantity Reduction	Total Amount
2	Project Signs	\$1,000.00		2	-\$2,000.00
4	Rock Excavation	\$0.01		1,000	-\$10.00
8	Crushed Aggregate Base Course	\$16.00	100		\$1,600.00
9	Unimproved Street Double Chip & Seal	\$5.00		195	-\$975.00
10	Asphaltic Concrete Surface Course (2")	\$10.00		50	-\$500.00
11	Portland Cement Concrete Pavement (8")	\$45.00		24	-\$1,080.00
12	Commercial Concrete Approach	\$60.00		14	-\$840.00
19	8-inch Class 52 Ductile-Iron Pipe	\$35.00		20	-\$700.00
41	2-inch SDR21 PVC Pipe Force Main	\$12.00		440	-\$5,280.00
	Srep-Down Transformer for Grinder Pump	\$1,013.57	1		\$1,013.57
					-\$8,771.43

**SECTION X**  
**A**

**BILL NO. 2016-07**

**ORDINANCE NO. 2016-**

**AN ORDINANCE AUTHORIZING THE CHIEF OF POLICE TO SUBMIT THREE GRANT APPLICATIONS TO THE MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) DIVISION OF HIGHWAY SAFETY FOR 2016-2017.**

---

WHEREAS, the Chief of Police is hereby authorized to submit applications for annual Missouri Department of Transportation (MODOT) for Highway Safety grant funds totaling \$26,992 and requiring \$700 in matching equipment funds; and

WHEREAS, the Police Department has participated in the Department of Transportation Highway Safety Grant for the past several years, promoting traffic safety; and

WHEREAS, the FY17 proposed budget of \$25,000 has been scheduled for the traffic grant fund and the grants will pay 100% overtime.

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

Section 1. That the City Council hereby authorizes and approves the Missouri Department of Transportation Safety Grants to be administered by the Belton Police Department.

Section 2. That the Chief of Police is hereby authorized to submit the grant applications for the Missouri Department of Transportation Highway Safety grant.

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

READ FOR THE FIRST TIME: February 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** February 9, 2016

**Division/Department** Police

**Council**  Regular Meeting       Work Session       Special Session

**Approvals**

City Manager       Department Director       Attorney       Finance Director       Engineer

<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**

The Belton Police Department is applying for three Missouri Department of Transportation Highway Safety Grants for a total of \$26,992.

**Proposed City Council Motion**

Approve an ordinance authorizing the Chief of Police to apply to the Missouri Department of Transportation for Highway Safety Grant funds totally \$26,992 and requiring \$700 in matching funds, if approved.

**Background**

Annually, the Police Department applies to MODOT Highway Safety for traffic grant funds. These grants will pay 100% overtime which amount to \$24,892 of the total. Equipment requested totals are \$2,800 with training requests of \$700.

**Impact/Analysis**

In the FY17 proposed budget, \$25,000 has been scheduled for Missouri Department of Transportation Highway Safety Grant Revenue. If the State approves more than this amount the figure will be amended.

**FINANCIAL IMPACT**

Contractor	State of Missouri - MODOT
Amount of Request/Contract	\$ 26,992
Amount Budgeted	Currently scheduled for \$25,000
Funding Source	Highway Safety Grant funds
Additional Funds	\$
Funding Source	
Encumbered	\$
Funds Remaining	\$

**Staff Recommendation, Action, and Date**

Approve these grant applications

**Other information/unique characteristics:**

\$1,992 will be identified from source other than General Fund, if approved.

**List of reference documents attached**

Grant applications



Traffic and Highway Safety Division  
P.O. Box 270  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

## CITY COUNCIL AUTHORIZATION

On \_\_\_\_\_, 20\_\_ the Council of \_\_\_\_\_  
\_\_\_\_\_ held a meeting and discussed the City's participation  
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of \_\_\_\_\_  
will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the  
financial assistance available under the Missouri Highway Safety Program for  
Traffic Enforcement and report back to the Council his/her recommendations.  
When funding through the Highway Safety Division is no longer available, the  
local government entity agrees to make a dedicated attempt to continue support  
for this traffic safety effort.

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Mayor



**Traffic and Highway Safety Division  
TRAFFIC ENFORCEMENT APPLICATION  
October 01, 2016 through September 30, 2017**

Traffic and Highway Safety Division  
P.O. Box 270  
830 MoDOT Drive  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

(Application due by March 01, 2016)

<b>Agency:</b>	Belton Police Dept.	<b>Agency ORI#:</b>	MO0190200
<b>Address:</b>	7001 E. 163rd St.	<b>Federal Tax ID#:</b>	44600137
		<b>DUNS #:</b>	009487612
<b>City:</b>	Belton	<b>State:</b>	MO
		<b>Zip:</b>	64012-4614
		<b>County:</b>	Cass
<b>Phone:</b>	816-331-1500	<b>Fax:</b>	816-322-7057
<b>Contact:</b>	Lt. Michael Davis	<b>Email:</b>	mdavis@beltonpd.org
<b>Jurisdiction:</b>	Urban	<b>Jurisdiction Population:</b>	23,175
<b>Targeted Population:</b>	Impaired Drivers		

Project activity for which your agency is requesting funding:  
  
Sobriety Checkpoint

<b>Project Title:</b>	Sobriety Checkpoint	<b>Requested Amount:</b>	\$10,780.00
<b>Brief Description:</b>	Sobriety Checkpoint		

James R. Person  
\_\_\_\_\_  
**Authorizing Official**

\_\_\_\_\_  
**Authorizing Official Signature**

Chief of Police  
\_\_\_\_\_  
**Authorizing Official Title**

## PROBLEM IDENTIFICATION

---

Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, particularly those resulting in death or serious injury. In the 2012-2014 period, 414,163 traffic crashes occurred in the state. Of those, 0.5% resulted in a fatality and 2.9% involved someone being seriously injured. During the same time period, there were 19,160 traffic crashes where one or more drivers, pedestrians, and/or bicyclists were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers, pedestrians or bicyclists were impaired by alcohol or other drugs, 688 people were killed and another 2,448 were seriously injured. It also is important to note that substance-impaired driving is under-reported as a contributing factor in traffic crashes. This under-reporting is due to drivers undergoing injuries sustained from crashes without being tested for blood alcohol content. Also, some forms of drug impairment may not be apparent to officers on the scene. As a result, it is an even greater problem than these statistics would indicate. In addition, 86.0% of substance-impaired drivers killed also failed to wear a safety belt further compounding the problem of substance-impaired driving.

A common misconception is that substance-impaired drivers are primarily injuring and killing themselves. While that is often true, a substantial number of people killed and seriously injured in these crashes were not intoxicated by alcohol or other drugs. Their actions in these incidents probably did not contribute to the cause of the collision. Of the 688 people killed in alcohol and other drug-related traffic crashes, 71.5% were the substance-impaired drivers/pedestrians/bicyclists and 28.5% were some other involved party. Of the 2,448 seriously injured, 62.2% were the substance-impaired drivers/pedestrians/bicyclists while 37.8% were other persons in the incidents.



## GOALS/OBJECTIVES

---

Goal: To decrease fatalities involving drivers with .08 BAC or greater to:

- 267 by 2013
- 255 by 2014
- 243 by 2015
- 230 by 2016

Performance Measure:

Number of fatalities involving drivers with .08 BAC or greater

Benchmark:

2012 fatalities involving drivers with .08 BAC or greater = 280  
(246 in 2013, 204 in 2014)

Objectives:

1. Participate in the National Impaired Driving Crackdown campaign
2. Participate in the quarterly impaired driving enforcement campaigns
3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols and/or sobriety checkpoints



**Traffic and Highway Safety Division  
TRAFFIC ENFORCEMENT APPLICATION  
October 01, 2016 through September 30, 2017**

Traffic and Highway Safety Division  
P.O. Box 270  
830 MoDOT Drive  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

(Application due by March 01, 2016)

<b>Agency:</b>	Belton Police Dept.	<b>Agency ORI#:</b>	MO0190200
<b>Address:</b>	7001 E. 163rd St.	<b>Federal Tax ID#:</b>	44600137
		<b>DUNS #:</b>	009487612
<b>City:</b>	Belton	<b>State:</b>	MO
		<b>Zip:</b>	64012-4614
		<b>County:</b>	Cass
<b>Phone:</b>	816-331-1500	<b>Fax:</b>	816-322-7057
<b>Contact:</b>	Lt. Michael Davis	<b>Email:</b>	mdavis@beltonpd.org
<b>Jurisdiction:</b>	Urban	<b>Jurisdiction Population:</b>	23,175
<b>Targeted Population:</b>	Impaired Drivers		

**Project activity for which your agency is requesting funding:**

DWI Enforcement

<b>Project Title:</b>	DWI- Wolfpack BPD	<b>Requested Amount:</b>	\$6,048.00
<b>Brief Description:</b>	DWI Enforcement traffic grant		

\_\_\_\_\_  
James R. Person  
Authorizing Official

\_\_\_\_\_  
Authorizing Official Signature

\_\_\_\_\_  
Chief of Police  
Authorizing Official Title

## PROBLEM IDENTIFICATION

---

Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, particularly those resulting in death or serious injury. In the 2012-2014 period, 414,163 traffic crashes occurred in the state. Of those, 0.5% resulted in a fatality and 2.9% involved someone being seriously injured. During the same time period, there were 19,160 traffic crashes where one or more drivers, pedestrians, and/or bicyclists were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers, pedestrians or bicyclists were impaired by alcohol or other drugs, 688 people were killed and another 2,448 were seriously injured. It also is important to note that substance-impaired driving is under-reported as a contributing factor in traffic crashes. This under-reporting is due to drivers undergoing injuries sustained from crashes without being tested for blood alcohol content. Also, some forms of drug impairment may not be apparent to officers on the scene. As a result, it is an even greater problem than these statistics would indicate. In addition, 86.0% of substance-impaired drivers killed also failed to wear a safety belt further compounding the problem of substance-impaired driving.

A common misconception is that substance-impaired drivers are primarily injuring and killing themselves. While that is often true, a substantial number of people killed and seriously injured in these crashes were not intoxicated by alcohol or other drugs. Their actions in these incidents probably did not contribute to the cause of the collision. Of the 688 people killed in alcohol and other drug-related traffic crashes, 71.5% were the substance-impaired drivers/pedestrians/bicyclists and 28.5% were some other involved party. Of the 2,448 seriously injured, 62.2% were the substance-impaired drivers/pedestrians/bicyclists while 37.8% were other persons in the incidents.

## GOALS/OBJECTIVES

---

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- 267 by 2013
- 255 by 2014
- 243 by 2015
- 230 by 2016

Performance Measure:

Number of fatalities involving drivers with .08 BAC or greater

Benchmark:

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Objectives:

1. Participate in the National Impaired Driving Crackdown campaign
2. Participate in the quarterly impaired driving enforcement campaigns
3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols and/or sobriety checkpoints



**Traffic and Highway Safety Division  
TRAFFIC ENFORCEMENT APPLICATION  
October 01, 2016 through September 30, 2017**

Traffic and Highway Safety Division  
P.O. Box 270  
830 MoDOT Drive  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

(Application due by March 01, 2016)

<b>Agency:</b>	Belton Police Dept.	<b>Agency ORI#:</b>	MO0190200
<b>Address:</b>	7001 E. 163rd St.	<b>Federal Tax ID#:</b>	44600137
		<b>DUNS #:</b>	009487612
<b>City:</b>	Belton	<b>State:</b>	MO
		<b>Zip:</b>	64012-4614
		<b>County:</b>	Cass
<b>Phone:</b>	816-331-1500	<b>Fax:</b>	816-322-7057
<b>Contact:</b>	Lt. Michael Davis	<b>Email:</b>	mdavis@beltonpd.org
<b>Jurisdiction:</b>	Urban	<b>Jurisdiction Population:</b>	23,175
<b>Targeted Population:</b>	Aggressive Drivers		

Project activity for which your agency is requesting funding:  
  
Hazardous Moving Violation

<b>Project Title:</b>	Hazardous Moving Grant	<b>Requested Amount:</b>	\$10,164.00
<b>Brief Description:</b>	Hazardous Grant		

James R Person  
\_\_\_\_\_  
Authorizing Official

\_\_\_\_\_  
Authorizing Official Signature

Chief of Police  
\_\_\_\_\_  
Authorizing Official Title

## PROBLEM IDENTIFICATION

---

Hazardous Moving Violations (HMV) also known as aggressive driving is a serious problem on Missouri's roadways and has contributed substantially to traffic crashes, especially crashes resulting in death. Aggressive drivers are defined within Missouri's Blueprint to SAVE MORE LIVES as, "drivers of motorized vehicles who committed one or more of the following violations which contributed to the cause of a traffic crash: speeding; driving too fast for conditions; and/or following too close."

Aggressive drivers not only put their own lives at risk, but the lives of others as well. Of the 930 people killed, 67.4% were the aggressive driver and the other 32.6% were some other party in the incident. Of the 5,266 seriously injured, slightly more than one-half (53.9%) were the aggressive drivers and nearly one-half (46.1%) being some other person involved.



## GOALS/OBJECTIVES

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In 2012-2014, there were 414,163 traffic crashes in Missouri - 15.1% involved speeding. Correlating with the national data, Missouri's problem is also more significant when examining fatal crashes—of the 2,143 fatal crashes, 37.5% involved drivers who were speeding.

### Goal #1:

To decrease HMV/aggressive driving related fatalities to:

- 314 by 2013
- 299 by 2014
- 288 by 2015
- 270 by 2016

### Performance Measure:

Number of HMV/aggressive driving-related fatalities

### Benchmark:

2012 aggressive driving-related fatalities = 328  
(308 in 2013, 287 in 2014)

### Goal #2:

To decrease speed-related fatalities to:

- 299 by 2013
- 285 by 2014
- 272 by 2015
- 258 by 2016

### Performance Measure:

Number of speed-related fatalities

### Benchmark:

2012 speed-related fatalities = 313  
(308 in 2013, 267 in 2014)

### Objective:

Develop and implement a plan that focuses on hazardous moving violations (such as speeding, following too closely, driving too fast for conditions, red-light running, improper lane changes, and failure to yield) at high crash locations and corridors.

**SECTION X**  
**B**

**BILL NO. 2016-08**

**ORDINANCE NO. 2016-**

**AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT WITH OLDER ADULT TRANSPORTATION SERVICE, (OATS).**

---

WHEREAS, OATS, Inc., is a transportation company that provides transportation to disadvantaged individuals within Belton; and

WHEREAS, the City has determined that it is in the best interest of the City to assist in the funding of an additional monthly shopping day on the 1<sup>st</sup> Wednesday of each month and that persons utilizing the additional shopping day will patronize Belton businesses.

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

Section 1. That a "Public Service Agreement By and Between the City of Belton and OATS" is hereby approved and the Mayor is authorized and directed to execute the agreement on behalf of the City. That this agreement will be ratified to October 1, 2015, the ending date of the previous agreement.

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

READ FOR THE FIRST TIME: February 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

**PUBLIC SERVICE AGREEMENT  
BY AND BETWEEN  
THE CITY OF BELTON  
AND  
OATS, INC.**

This Agreement, is made and entered into this 1st day of October, 2015, by and between OATS, Inc., a Missouri not-for-profit corporation ("OATS, Inc") and the City of Belton, Missouri, a constitutional charter city ("City").

WITNESSETH:

WHEREAS, OATS, Inc. is a transportation company serving individuals in 87 counties in Missouri by providing reliable transportation for transportation disadvantaged Missourians so they can live independently in their own communities and travel to doctor appointments, essential shopping and other places people need to go; and

WHEREAS, the Cass County, Missouri OATS program serves the Belton residents with their transportation needs, including a monthly shopping day on the third Tuesday of each month funded by the Mid America Regional Council (MARC) and

WHEREAS, the City has determined that it is in the best interests of the City, and important to the general health, safety and welfare of the citizens of the City, to assist in the funding of the transportation costs for an additional monthly shopping day on the 1<sup>st</sup> Wednesday of each month for the Belton residents who choose to utilize the OATS program; ;and

WHEREAS, OATS is a not-for-profit public transportation system that was originally founded in 1971 to provide serves for the elderly, and today serves a wide variety of clientele.

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

**I. SCOPE OF SERVICES AND FINANCIAL COMPENSATION IN SUPPORT OF THE SERVICES**

That the City will provide to OATS funds necessary to pay the transportation costs for an additional shopping day for OATS riders to shopping locations exclusively within the City of Belton for one year beginning **October 1, 2015 to September 30, 2016**. Said funds for this 12 month term shall not exceed **\$2,160.00**. The City shall make payment upon receipt by the City of an invoice or similar documentation from OATS. All compensation for services is subject to annual appropriation by the City.

1. Specifically, OATS will provide Non Emergency Demand Response Transportation for an additional shopping day within the City of Belton in accordance with the following scope of services: **\$30.00 per hour** not to exceed **6 hours per day** for ambulatory and wheelchair service of which \$1.00 per hour is depreciation which

OATS will deposit in a restricted account for use in cost of replacing vehicles. This rate is based on a gasoline price of **\$3.00** per gallon. For every \$0.50 increase or decrease in the cost of gasoline, the rate will be increased or decreased by \$1.00. The average cost for gasoline will be evaluated monthly based on the weekday pump price at the Casey's Station in Harrisonville. OATS drivers will not provide change.

2. The estimated total amount of compensation for services to be provided under this Agreement is: **\$2,160.00 = \$30.00/hour x 6/hours/day x 12 months.**
3. Special conditions which apply to this Agreement are as follows: OATS observes the following Holidays during the year and therefore services will not be available: New Years Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving & Christmas Day.

## **II. SUBCONTRACTS**

OATS and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the other party to the Agreement.

## **III. NON-DISCRIMINATION PROVISIONS**

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

## **IV. COMPLIANCE WITH THE LAW**

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

## **V. INTEREST OF LOCAL PUBLIC OFFICE**

Neither the Mayor nor any member of the City Council of the City, nor any officer, employee, or agent of the City who exercises any functions or responsibilities in connection with review or approval of the services to which this Agreement pertains, shall have any personal interest, direct or indirect, in the Agreement or the proceeds thereof except as permitted by the laws of the State of Missouri.

## **VI. INDEPENDENT CONTRACTOR**



OATS is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the Services herein described as an independent contractor.

## **VII. INDEMNIFICATION**

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

## **VIII. TERMINATION OF THIS AGREEMENT**

This Agreement may be terminated at any time by written, mutual agreement of all parties, provided that compliance with all applicable laws and regulations is met. The City shall have the right at its option to terminate this Agreement and be free of all obligations hereunder in the event that OATS is in default or violation of the terms of this Agreement. Non appropriation of funds by the City Council shall not be considered a violation or default of this Agreement.

## **IX. NOTICE**

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

Notice to the City shall be addressed to:

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

Notice to OATS, Inc shall be addressed to:

OATS, Inc  
Dorothy Yeager, Executive Director  
2501 Maguire Blvd, Ste. 101  
Columbia, MO 65201

**X. AMENDMENTS**

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

**XI. SEVERABILITY**

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

**XII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of not in further force or effect.

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

OATS, Inc.

CITY OF BELTON, MISSOURI  
A Municipal Corporation

  
Dorothy Yeager, Executive Director

\_\_\_\_\_  
Jeff Davis, Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
City Clerk

Contract Number 0703 - Urban

**SECTION X**  
**C**

**AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A MAINTENANCE SERVICE AGREEMENT WITH STREETWISE, INC. FOR THE ANNUAL STREET STRIPING PROGRAM.**

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WHEREAS, the Street Fund (Fund 225) has \$65,000.00 budgeted for Street Striping; and

WHEREAS, the current balance of the Street Striping budget is \$54,540.00 due to some street striping complete under Ordinance No. 2015-4081, a contract with Seal-O-Matic for overlays, and new street striping, on portions of Towne Center Drive and Mullen Road; and

WHEREAS, on August 26, 2015, Staff advertised the 2015 Street Striping Program and received bids on September 9, 2015. Staff contacted the three most well-known contractors in the Kansas City Metro by email and phone to inform them of the project. Only one bid was received and the pricing appeared to be high on certain line items; and

WHEREAS, Staff chose to re-bid the Program as a unit rate Maintenance Service Agreement, including all types of striping activities and quantities. The Agreement will be for a term of one year with up to two additional one year renewals upon good performance, appraisals, and agreed price adjustments. All work under the Agreement will be approved by City Council through Resolutions with project-specific Task Agreements; and

WHEREAS, on December 22, 2015, Staff advertised the Annual Street Striping Program and received bids on January 21, 2016. Again, Staff contacted the three most well-known contractors in the Kansas City Metro by email and phone to inform them of the project. In addition, Staff advertised the Annual Street Striping Program on QuestCDN, an online bid room that reaches national bidders; and

WHEREAS, Streetwise, Inc. was the only bidder and the pricing was better than the bid received on the September 9, 2015 Bid Opening. On January 28, 2015, Staff held a phone interview with Streetwise, Inc. and called references. Staff recommends approval of the Maintenance Service Agreement with Streetwise, Inc. for the Annual Street Striping Program.

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

SECTION 1. It is hereby found, determined, and declared that it is necessary and in the best interest for the public purpose of constructing and maintaining the public improvements that are part of the Annual Street Striping Program and which are for the benefit of the citizens of the City to maintain the transportation system.

SECTION 2. That the City of Belton, Missouri shall approve and authorize a Maintenance Service Agreement with Streetwise, Inc. for the Annual Street Striping Program as set forth in **Exhibit A** attached hereto and made part hereof as fully as if set forth herein verbatim.

SECTION 3. This ordinance shall take effect and be in full force from and after its 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: February 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:** February 9, 2016

**DIVISION:** Transportation

**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 checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input type="checkbox"/> Both Readings

**ISSUE/RECOMMENDATION:**

Staff received bids for a unit rate contract for street striping. This maintenance services contract is a one-year contract with an option for two additional one year renewals. There are three potential bidders in this region but the City received only one; however, staff checked references, interviewed the contractor and believes to have received quality pricing. Staff recommends approval of the contract with Streetwise, Inc.

**PROPOSED CITY COUNCIL MOTION:**

At the February 9, 2015 Regular City Council Meeting, approve the ordinance authorizing and approving a Maintenance Services Agreement with Streetwise, Inc. for the Annual Street Striping Program.

**BACKGROUND:**

Annually, the Transportation Division allocates funding for out-sourced street striping throughout Belton. This work was typically done in the Fall, but because of the wear and tear from the winter plowing activities, staff chose to move this maintenance activity to the spring/early summer so it can look better longer.

Staff bid this year's project in late August, early September and received only one bid. At the time, the pricing appeared to be high on certain line items. Staff chose to re-bid the package to include unit rate prices for all types of striping activities and quantities, included parking lots, symbols and different material types that can be administered by Task Agreements, similar to the on-call engineering and emergency services contracts.

Staff re-bid the project in early January and contacted the three most well-known contractors capable of completing this work in the Kansas City Metro Area. Only one bid was received again, however, the quoted pricing was better than the first bid and better than projected estimates. Staff interviewed the contractor on January 28, 2015 and checked references. Staff recommends approval of the unit rate contract with Streetwise, Inc. All work under the Agreement will be approved by City Council through Resolutions with project-specific Task Agreements.

**IMPACT/ANALYSIS:**

All work will be completed within budgeted funds, by use of Task Agreement and approved by Council prior to work beginning.

**STAFF RECOMMENDATION, ACTION, AND DATE:**

At the February 9, 2015 Regular City Council Meeting, approve the ordinance authorizing and approving a Maintenance Services Agreement with Streetwise, Inc. for the Annual Street Striping Program.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Ordinance  
Agreement



Exhibit A



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

**MAINTENANCE SERVICE AGREEMENT**

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter city ("CITY"), and Streetwise, Inc., a \_\_\_\_\_, authorized to conduct business in Missouri and located at 4600 E 142nd Street, Grandview, MO, 64030 ("CONTRACTOR"; CITY and CONTRACTOR each a "Party", and collectively the "Parties").

WHEREAS, CITY requires maintenance services to provide striping services 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 – WORK AND WORK TASK AGREEMENT**

Contractor, at his own cost and expense, will provide all labor, tools, equipment and materials required to complete all Services necessary to complete the Work, striping for the City of Belton's annual striping program, specifics to locations and quantities will be specified or indicated in the Task Agreements which are deemed a supplement to this Agreement and as such all terms and conditions of the Task Agreement shall be incorporated into this Agreement.

Task Agreements shall be used to describe the parties' mutual agreement on the Scope of Services, schedule, compensation, and other particulars as stated therein. Task Agreements shall be in the general form shown in 00950 Task Agreement, incorporated into this Agreement. Task Agreements are binding only after acceptance and execution by duly authorized representative of both parties. Each Task Agreement shall govern the parties' rights and obligations with respect to each assignment. Each Task Agreement shall be deemed a supplement to this Agreement and as such all terms and conditions of the Task Agreement shall be incorporated into this Agreement.

Each Task Agreement shall be executed by duly authorized representatives of both parties, following the appropriate approval process up to and including City Council Approval, and according to the most current policy as stated in the City of Belton's Code of Ordinances.

CONTRACTOR shall notify the City if CONTRACTOR encounters or learns of any unforeseen change in condition or constituents of concern related to the project or site of a Task Agreement.

### **ARTICLE 3 – PERIOD OF SERVICE**

This Agreement shall be in effect for a one (1) year period from the Effective Date. The CITY reserves the right in its sole discretion to renew this contract for up to two (2) additional one (1) year terms, subject to acceptable performance by CONTRACTOR and by mutual consent of both Parties under the same terms and conditions of this Agreement. Each year, the CITY will conduct a Performance Appraisal, 00960 Performance Appraisal, before determining that a renewal with CONTRACTOR is in the CITY's best interest concurrently with negotiations of the Unit Rate Prices, 00410 Bid Form and Unit Rate Prices. The Agreement shall not exceed three (3) years.

CONTRACTOR may negotiate to revise their Unit Rate Prices annually. The CONTRACTOR will submit the revised Unit Rate Prices to the City in December of each year that this Agreement is in effect. Subject to the approval of the Director of Public Works, and in his or her sole discretion, the revised Unit Rate Prices shall become effective with regard to this Agreement and the Services performed under any subsequent Task Agreement on January 1st of the next calendar year. The approval of a revised Unit Rate Prices shall not affect the expenses of any then current Task Agreements. In the event the revised Unit Rate Prices is not approved, CONTRACTOR and City shall enter into negotiations to finalize the new Unit Rate Prices, if applicable. The then current Unit Rate Prices shall continue and be applicable to subsequent Task Agreements during negotiations.

### **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 and Work described 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.

The maximum amount that City shall pay the Professional under this Agreement shall be in accordance with the terms of each Task Agreement. Compensation shall be based upon Unit Rate Prices and quantities necessary to complete the Scope of Services in the Task Agreement using the Unit Rate Prices.

City expects all Task Agreements as part of this Agreement to be completed within thirty (30) days. Therefore, Contractor shall invoice City upon completion of a specific Task Agreement for the total effort expended based on the Unit Rate Prices incurred and allowed under this Agreement attributable to each Task 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.

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

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

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

City is not liable for any obligation incurred by the CONTRACTOR except as approved under the provisions of 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 ten percent (10%) 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 – PROJECT SCHEDULE**

The project specific schedule will be determined by each Task Agreement.

### **ARTICLE 30 – 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 31 – CONTRACT DOCUMENTS**

The Contract Documents, including any Addenda issued or Task Agreements entered into after execution of the agreement, comprise the entire Agreement between City and Contractor concerning the Work, consist of the following:

00100	Total Estimated Striping Quantities for the City of Belton
00120	Bidder's Affidavit
00125	Cooperative Agreement
00130	Invitation to Bid
00140	Instructions to Bidders
00150	Quality Assurance Plan Specification
00410	Bid Form and Unit Rate Prices
00430	Bid Bond
00500	Maintenance Service Agreement
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. 22
00850	Missouri Revised Statutes and Code of State Regulations
00900	Missouri Project Exemption Certificate
00950	Task Agreement
00960	Performance Appraisal
02000	Technical Specifications
02010	APWA 2300 Incidental Construction



**SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND**

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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)

**REVISED BY ADDENDUM 1 – Unit Rate Prices for Re-Striping – 225-2016-4A**

Item	Description		Quantity	Unit	Paint	Thermo	
1	a	4" Solid / Broken	Center striping, edge lines, solid and broken lines. Completed with truck mounted equipment	0-25,000	LF	.23	.59
	b	4" Solid / Broken		25,001-50,000	LF	.21	.56
	c	4" Solid / Broken		50,001-100,000	LF	.19	.54
	d	4" Solid / Broken		100,001-150,000	LF	.14	.53
	e	4" Solid / Broken		150,001 and over	LF	.12	.52
2	a	6" Solid	Primarily white crosswalk lines and yellow hash lines. Completed with walk behind equipment	0-2,500	LF	.31	.85
	b	6" Solid		2,501-5,000	LF	.26	.80
	c	6" Solid		5,001-7,500	LF	.23	.78
	d	6" Solid		7,501-10,000	LF	.21	.76
	e	6" Solid		10,001 and over	LF	.19	.75
3	a	24" Solid	Primarily white stop bar and crosswalks and yellow hash line. Completed with walk behind equipment	0-500	LF	9.00	14.00
	b	24" Solid		501-1,000	LF	6.00	13.00
	c	24" Solid		1,001-2,000	LF	3.00	12.50
	d	24" Solid		2,001-3,000	LF	2.00	12.00
	e	24" Solid		3,000 and over	LF	1.85	11.50
4	a	White arrows	Includes left, straight, right, straight/right and straight/left	0-25	EA	95.00	190.00
	b	White arrows		26-50	EA	90.00	185.00
	c	White arrows		51-100	EA	85.00	180.00
	d	White arrows		101-150	EA	70.00	170.00
	e	White arrows		151 and over	EA	65.00	165.00
5	a	ADA symbols	Shall be blue background with white wheel chair symbol	0-20	EA	80.00	185.00
	b	ADA symbols		21-40	EA	65.00	180.00
	c	ADA symbols		41-60	EA	60.00	175.00
	d	ADA symbols		61 and over	EA	50.00	160.00
6	a	Bike symbols	Typical bike symbols along road edge depicting bike lane	0-20	EA	85.00	180.00
	b	Bike symbols		21-40	EA	80.00	165.00
	c	Bike symbols		41-60	EA	70.00	160.00
	d	Bike symbols		61 and over	EA	65.00	140.00
7	a	White lettering	Min. 6' tall lettering. Typically in streets. Used for "ONLY" and "R" for railroad	0-20	EA	65.00	140.00
	b	White lettering		21-40	EA	60.00	135.00
	c	White lettering		41-60	EA	50.00	120.00
	d	White lettering		61 and over	EA	45.00	115.00
8	a	4" Parking lot striping	City facilities, Main Street, Loop Road, Completed with walk behind equipment.	0-2,500	LF	.36	.85
	b	4" Parking lot striping		2,501-5,000	LF	.30	.80
	c	4" Parking lot striping		5,001-7,500	LF	.25	.75
	d	4" Parking lot striping		7,501-10,000	LF	.25	.75
	e	4" Parking lot striping		10,001 and over	LF	.25	.75
<b>Re-Striping Total (Line Items 1-8)</b>						<b>\$1,205.35</b>	<b>\$2,818.58</b>

Unless color is specified, assume pricing for white or yellow.

Bidder: Streetwise, Inc.



**REVISED BY ADDENDUM 1 – Unit Rate Prices for New Striping – 225-2016-4A**

Item	Description		Quantity	Unit	Paint	Thermo	
9	a	4" Solid / Broken	Center striping, edge lines, solid and broken lines. Completed with truck mounted equipment	0-25,000	LF	.25	.62
	b	4" Solid / Broken		25,001-50,000	LF	.24	.58
	c	4" Solid / Broken		50,001-100,000	LF	.20	.57
	d	4" Solid / Broken		100,001-150,000	LF	.18	.55
	e	4" Solid / Broken		150,001 and over	LF	.16	.53
10	a	6" Solid	Primarily white crosswalk lines and yellow hash lines. Completed with walk behind equipment	0-2,500	LF	.33	.90
	b	6" Solid		2,501-5,000	LF	.29	.85
	c	6" Solid		5,001-7,500	LF	.21	.82
	d	6" Solid		7,501-10,000	LF	.19	.80
	e	6" Solid		10,001 and over	LF	.19	.80
11	a	24" Solid	Primarily white stop bar and crosswalks and yellow hash line. Completed with walk behind equipment	0-500	LF	9.00	16.00
	b	24" Solid		501-1,000	LF	6.00	15.00
	c	24" Solid		1,001-2,000	LF	4.50	14.00
	d	24" Solid		2,001-3,000	LF	4.00	13.00
	e	24" Solid		3,000 and over	LF	2.00	11.00
12	a	White arrows	Includes left, straight, right, straight/right and straight/left	0-25	EA	100.00	200.00
	b	White arrows		26-50	EA	85.00	165.00
	c	White arrows		51-100	EA	60.00	160.00
	d	White arrows		101-150	EA	40.00	145.00
	e	White arrows		151 and over	EA	30.00	140.00
13	a	ADA symbols	Shall be blue background with white wheel chair symbol	0-20	EA	80.00	185.00
	b	ADA symbols		21-40	EA	65.00	180.00
	c	ADA symbols		41-60	EA	60.00	175.00
	d	ADA symbols		61 and over	EA	50.00	160.00
14	a	Bike symbols	Typical bike symbols along road edge depicting bike lane	0-20	EA	85.00	180.00
	b	Bike symbols		21-40	EA	80.00	165.00
	c	Bike symbols		41-60	EA	70.00	160.00
	d	Bike symbols		61 and over	EA	65.00	140.00
15	a	White lettering	Min. 6' tall lettering. Typically in streets. Used for "ONLY" and "R" for railroad	0-20	EA	65.00	140.00
	b	White lettering		21-40	EA	60.00	135.00
	c	White lettering		41-60	EA	50.00	120.00
	d	White lettering		61 and over	EA	45.00	115.00
16	a	4" Parking lot striping	City facilities, Main Street, Loop Road, Completed with walk behind equipment.	0-2,500	LF	.36	.85
	b	4" Parking lot striping		2,501-5,000	LF	.30	.80
	c	4" Parking lot striping		5,001-7,500	LF	.25	.75
	d	4" Parking lot striping		7,501-10,000	LF	.25	.75
	e	4" Parking lot striping		10,001 and over	LF	.25	.75
<b>New Striping Total (Line Items 9-16)</b>						<b>1,119.15</b>	<b>2,744.92</b>

Unless color is specified, assume pricing for white or yellow.

Bidder: Streetwise, Inc



**SECTION X**  
**D**

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN AGREEMENT WITH BURNS & MCDONNELL TO DEVELOP A FINANCIAL PLAN FOR THE CITY'S WATER AND WASTEWATER UTILITY FUNDS THAT LOOKS FORWARD OVER A PERIOD OF TEN YEARS PROJECTING FUTURE COSTS, FUND BALANCES, AND FINANCIAL PERFORMANCE INDICATORS.

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WHEREAS, the water and wastewater funds are "enterprise" funds that are used to account for operations that provide a service to the general public and are financed primarily by a user charge for the provision of such service; and

WHEREAS, the City of Belton receives all of its drinking water from one source; Kansas City Missouri (KCMO); and wastewater generated by the public in the City of Belton (approximately 45%) is treated by it's own treatment plant by the Little Blue Valley Sewer District (approximately 55%); and

WHEREAS, the operating and capital costs for these systems are significant, and in the case of the drinking water system, the City of Belton will spend near \$70 million over the next 20 years to just to receive water from KCMO; and

WHEREAS, the City commissioned a study in 2009 that was completed in 2010 titled "Belton Alternative Water Supply Report" where several options were characterized, like KCMO, Tri-County Water Authority and WaterOne of Johnson County Kansas with WaterOne being the preferred option due to proximity, costs, reliability and predictability; and

WHEREAS, the City and WaterOne executed an Interlocal Agreement on November 11, 2011 that served as a commitment from both parties to use resources to investigate the viability of a long term relationship for both parties, and to determine if WaterOne was best as a primary source or secondary source; and

WHEREAS, in 2013 Belton voters approved approximately \$25 million in revenue bonds to make certain operational and capacity improvements to both the water and wastewater systems; and

WHEREAS, City Staff and WaterOne have met on numerous occasions to discuss the possible relationship and have performed evaluations together; and the City has met with Loch Lloyd on multiple occasions to discuss a long term relationship and their interest and participation in a project connection to WaterOne; and

WHEREAS, the work performed to date indicates that the WaterOne connection costs and long term costs together are comparable to KCMO over the same 20 years, and so it is believed by staff to be prudent and wise to perform a ten-year financial planning analysis by a third-party, Burns & McDonnell, to project future costs, fund balances, and financial performance indicators considering multiple secnerios to ensure the City makes the best deicions possible for the long term.

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

SECTION 1. That the City of Belton, Missouri shall authorize and approve an agreement with Burns & McDonnell to develop a financial plan for the City’s water and wastewater utility funds that looks forward over a period of ten years projecting future costs, fund balance, and financial performance indicators in a not-to-exceed amount of \$20,500.00 as set forth in **Exhibit A** attached hereto and made part hereof as fully as if set forth herein verbatim.

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

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

READ FOR THE FIRST TIME: February 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:

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



## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**DATE:** February 9, 2016

**For: Public Works**

**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:**

The City of Belton will spend at least \$50 million over the next 20 years for the actual cost of drinking water received from the source. If the City’s desire is to continue growing over that 20 year horizon, improvements to the KCMO system will be necessary and at the City’s cost. These improvement costs are relatively unknown due to KCMO’s inattention to this area in their master planning efforts. However, based on the “Belton Alternative Water Supply Report” commissioned by the City in 2009 and completed in 2010, those costs could be as much as \$18 million.

As a result of that report, the City has been working on what has been considered the ‘preferred’ alternative – WaterOne of Johnson County KS. Staff from both parties have met many times and conducted some preliminary analysis to determine if this connection is viable in all ways. Initially, the Manager of Financial Planning and Analysis, Darin Kamradt (WaterOne) was extremely skeptical of the financial viability to Belton. He did not believe it would be in Belton’s best interest as he did not believe it was affordable. But after some relatively rudimentary financial analysis performed by David Nauman of Burns & McDonnell (performed the Loch Lloyd Study) where the long term (total) costs of KCMO versus WaterOne were analyzed just based on low cost, Darin now believes it may be viable.

This analysis simply indicates that the costs are very close and so, if true, the other factors warrant consideration in making such a bold and long term decision:

- 1) Reliability
- 2) Predictability
- 3) Security

One of the important advantages of the WaterOne option is simply that they have two production plants, not one like KCMO. Although KCMO Water Services’ leadership has been doing a commendable job in the last three or four years, there is still risk of delivery issues and financial uncertainty leading to vulnerability for Belton- reliability and supply.

Considering that the City of Belton’s future is controlled a great deal by one entity and at a cost of as much as \$70 million over the next 20 years, it is the Director of Public Works’ professional opinion that it is prudent to take one more step and perform additional and specific financial planning for the next 10 years to not only more accurately test the viability and affordability of the WaterOne scenario, but define the most optimal financial future for the next 10 years in water and wastewater.

Although, the wastewater fund has not been mentioned much in this recommendation, this fund will also spend a great deal of money over the same horizon and warrants the same attention detail that is recommended for the water budget. In addition, the Belton WWTP may become a regional provider in the long term to the City of Peculiar and unincorporated Cass County.

**PROPOSED CITY COUNCIL MOTION:**

Approve the ordinance as described

**BACKGROUND:**

The City has conducted master planning for both water and wastewater, alternatives analysis for water, and has had many planning discussions over the last 7-8 years including citizen task force discussions commissioned by the Mayor.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

Contractor:		Burns & McDonnell
Amount of Request/Contract:	\$	\$20,500
Amount Budgeted:	\$	\$20,500
Funding Source:		PW-Engineering 010-2000-400-3025
Additional Funds:	\$	N/A
Funding Source:		N/A
Encumbered:	\$	N/A
Funds Remaining:	\$	N/A

**STAFF RECOMMENDATION, ACTION, AND DATE:**

Approve the ordinance as described

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Ordinance
- Burns & McDonnell Scope & Contract



January 30, 2016

Mr. Jeff Fisher  
Public Works Director  
City Hall Annex  
520 Main Street  
Belton, MO 64012

Re: Water and Sewer Utility Financial Planning

Dear Mr. Fisher:

This letter proposal follows up our recent conversations regarding potential financial plan development for the City of Belton's water and sewer utilities. Below is a description of the proposed scope of services, schedule, and fee.

**Project Understanding**

The City of Belton (City) would like to develop a financial plan for its water and sewer utilities that looks forward over a period of ten years projecting future costs, fund balances, and financial performance indicators. Burns & McDonnell is proposing to develop a financial plan for the each utility, backed by a customized Excel-based model. These plans are needed for several reasons.

- The City currently lacks visibility regarding the impact that increasing operating and capital costs may have on its ratepayers and wants to avoid potential rate shock.
- The City is contemplating substantial capital investment regarding additional water supply and other system improvements, and the potential financial impact on existing revenue levels is important to understand.
- The City currently maintains separate utility enterprise funds and debt service payment funds for the utilities. Financial planning would help the City understand and strategically direct the sources, uses, and projected balances for these funds.

Burns & McDonnell has recently completed a cost of service analysis for the water utility for 2014 financial results, specifically to understand the equity of water rates applicable to the Northwest Cass County Water Resource District (District). The financial plan developed under the proposed effort would be integrated with the cost of service module to allow the same cost allocation processes negotiated with the District to be applied to future test periods.





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### **Proposed Scope of Services**

The primary objective of this study is to develop a multi-year financial plan that adequately funds operating and capital requirements, complies with financial management policies, and provides a defensible and implementable plan for the water and sewer utilities to move forward.

Burns & McDonnell will develop the ten year financial forecast of the water and sewer utility operating results. This will determine whether revenues under current water and sewer rates can be expected to provide adequate funding for future utility operating and capital costs. A scope to develop the financial plan is described herein.

### **Task 1-Kickoff Meeting**

#### *Task 1.1 Submit Data Request*

The beginning of the study requires the collection of basic information necessary to perform the analysis. Burns & McDonnell will prepare and submit a data request for review by the City. The data requested will be as comprehensive as possible so that the City can begin the accumulation of necessary documents and files. However, as the evaluation proceeds, additional information may be requested.

#### *Task 1.2 Project Kick-off Meeting*

Once we have had an opportunity to review the available data, we will schedule a project kick-off meeting at the City's offices as soon as practical. This meeting will allow Burns & McDonnell and the City to review the objectives, goals and approach for the study; coordinate schedules and timelines such that milestones are met in accordance with the City's needs; discuss the initial data; and exchange other relevant information.

### **Task 2-Financial Planning**

#### *Task 2.1 – Prepare Revenue Forecast*

Projected annual utility service revenues under existing rates will be developed under this task. Burns & McDonnell will review historical growth in the number of customers by class and then forecast the annual number of customers for each utility rate class for each year of the forecast period.

Burns & McDonnell will assess trends in usage per account for each customer class. Based on the usage analysis and other available information, Burns & McDonnell will estimate the future usage per customer for each rate class. The estimates of the annual number of customers and the annual usage per customer will provide the basis for forecasting annual billed usage over the study period. Forecasted customers, billed usage, and existing rates will be used to estimate forecasted annual water and sewer revenues for the forecast period.



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Burns & McDonnell will also develop projections of revenues from other existing sources, which may include interest income and other income sources.

*Task 2.2 – Project Capital Flow of Funds*

Burns & McDonnell will review the capital improvement plan (CIP) and develop a capital planning flow of funds for each utility. This plan will acknowledge anticipated sources and uses of capital funds to implement the CIP. Funding sources may include rate revenues, issuance of proposed revenue or general obligation bonds, SRF loans, existing balances, and other sources as applicable. Uses of funds will include the CIP, cost of debt as applicable, and other costs as identified through consultation with the City. Scenarios that evaluate different CIP phasing strategies and alternative approaches to funding will be assessed and reviewed with the City. (We currently anticipate three or four scenarios.)

*Task 2.3 – Project Operating Revenue Requirements*

Projections of annual system operation and maintenance expenses will be developed for each utility based on variables that may include projected billed volumes, historical expense levels, existing budgets, inflation estimates, and the input of the City staff regarding any planned changes to the operation and maintenance of the water or sewer systems.

Annual debt service requirements on any outstanding debt will be included in the operating forecast. To the extent additional financing of expected capital improvements is indicated to be required, estimates of new debt service requirements will also be incorporated in the forecast. In addition, the impacts of any financial performance requirements or targets, i.e. debt service coverage requirement, reserve levels, target operating ratio, etc., whether imposed internally or externally, will be considered.

Projections of any other water or sewer system cash expenditures not included in any of the above categories will also be captured in the financial forecast. Such expenditures often include transfers or routine capital expenditures.

*Task 2.4 – Review and Finalize Operating Cash Flow and Debt Service Fund Cash Flow*

Burns & McDonnell will summarize the annual forecasts of the utility revenues as well as the projected operating requirements in the form of pro-forma cash flow analyses for each utility. This analysis will identify any annual operating surplus or deficit anticipated during the study period. The total projected annual surplus or deficit will provide an indication of whether the existing rates will generate sufficient revenues to cover the utility's costs for each year of the forecast period and whether an overall revenue adjustment is necessary. Compliance with existing SRF loans and revenue bond covenants under existing rates will also be evaluated.



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Forecasted revenue requirements will be compared against performance measures evaluated by bond rating agencies including debt service coverage, operating reserve levels, and depreciation as a percent of free cash flow.

The financial planning model will be enabled with scenario capabilities, such that the impact of different capital improvement plans, operating expenses, and customer forecasts can be evaluated in the future as plans change.

Burns & McDonnell will also project the sources and uses of funds related to the water and sewer utility debt service fee. It is understood the City anticipates debt service fees will produce a surplus that will eventually be used to retire applicable debt early. We will estimate the accumulation of the debt service fund balance to assist the City in tracking growth in this fund.

Burns & McDonnell will review the preliminary forecast results with the City. During this meeting, Burns & McDonnell will review assumptions and results for each component of the cash flow forecast. During the meeting adjustments may be made “real time” to optimize the financial plans and meet the City’s needs.

#### *Task 2.5 – Best Practice Recommendations*

Based on the analysis performed during the study, recommendations will be developed for the City to consider regarding utility financial planning best practices. Recommendations may include:

- Ability to automatically increase water rates based on annual changes in an index such as the Consumer Price Index (CPI)
- Targets for key performance indicators such as operating reserve levels and debt service coverage
- Frequency of financial planning updates
- Typical bill benchmarking to regional water and sewer utilities

#### **Task 3-Letter Report**

A letter report will be developed for each utility, detailing the findings, analytical approach, and assumptions used in the development of the financial plans. This letter report will be provided in hard copy and electronic PDF format.

#### **Task 4-Model Integration (Water Only)**

The financial planning module to be completed under this proposed effort will be integrated to the cost of service module developed under a prior agreement with the City. This linked financial plan and cost of service model will allow the City to apply the same cost of service allocation principles determined in the previous study to future test years’ revenue requirements.



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**Additional Services**

If desired by the City, additional services may be provided subject to approval of both parties regarding level of effort and fee. Additional services may include presentation(s) of results; future rate development; model delivery and training; and/or other services that may assist the City in water and sewer utility financial planning or rate management.

**Proposed Schedule**

We estimate the effort to take approximately 60 days to complete. Assuming timely receipt of data and feedback regarding preliminary results, we anticipate the following milestones:

Milestone	Target Date
Notice to proceed	2/15/2016
Receipt of data	2/18/2016
Review of draft financial plan	Week of March 14
Financial plan workshop/scenario completion	End of March
Draft and final reports	Early April

**Proposed Fee**

The study as described in this letter proposal is anticipated to require a level of effort of approximately 110 hours with a not-to-exceed fee of \$20,500. Invoices will be prepared monthly on a percent complete basis. We are prepared to tailor our project approach and related effort and fee to meet the needs of the City of Belton.

We are grateful for the opportunity to provide utility financial planning assistance and welcome any feedback or questions you may have regarding the approach, schedule and fee summarized in this letter. Should you have any questions, please contact David Naumann at 816-822-4207 or [dnaumann@burnsmcd.com](mailto:dnaumann@burnsmcd.com).

Sincerely,

Jeffrey J. Greig  
Senior Vice President

David Naumann  
Project Manager





TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: Belton Water & Wastewater Financial Planning
Client: City of Belton, MO

Date of Letter, Proposal, or Agreement:
Client Signature:

1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMCD) will perform the services set forth in Attachment A, in accordance with these Terms and Conditions.

2. PAYMENTS TO BMCD

A. Compensation will be as stated in Attachment A. Statements will be in BMCD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Attachment A.

3. INSURANCE

A. During the course of performance of its services, BMCD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, Commercial General Liability with limits of \$2,727,489 per occurrence and in the aggregate, and Automobile Liability insurance with a combined single limit of \$1,000,000.

4. PROFESSIONAL RESPONSIBILITY-- LIMITATION OF REMEDIES

A. BMCD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMCD fails to meet the foregoing standard, BMCD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMCD in writing within one year from the completion of BMCD's services for the Project.

B. In no event will either party be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

5. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMCD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services.

6. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by BMCD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

7. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMCD's

instruments of service. BMCD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMCD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

8. DOCUMENTS

A. All documents prepared by BMCD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project.

B. In the event that BMCD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others.

9. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

Estimates, schedules, forecasts, and projections prepared by BMCD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMCD's experience, qualifications, and judgment as a professional. Since BMCD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMCD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMCD.

10. ON-SITE SERVICES

A. Project site visits by BMCD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMCD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s) failure to perform its work in accordance with the contract documents.

11. CHANGES

Client shall have the right to make changes within the general scope of BMCD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMCD.

12. TERMINATION

Services may be terminated by Client or BMCD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMCD all amounts due BMCD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMCD in terminating the services.

### **13. DISPUTES, NEGOTIATIONS, MEDIATION**

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association and shall be held in Kansas City, Missouri.

C. The parties agree that any dispute between them, including any action against an officer, director or employee of a party, arising out of or related to this Agreement, whether in contract or tort, not resolved through direct negotiation and mediation, shall be resolved by litigation in the state or federal courts located in Cass County, Missouri, and each party expressly consents to jurisdiction therein. Any litigation to compel or enforce, or otherwise affect the mediation shall be in state or federal courts located in Cass County, Missouri, and each party expressly consents to jurisdiction therein.

D. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

### **14. WITNESS FEES**

A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement.

### **15. CONTROLLING LAW**

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Missouri without regard to any conflicts of law provisions.

### **16. RIGHTS AND BENEFITS – NO ASSIGNMENT**

BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

### **17. ENTIRE CONTRACT**

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

### **18. SEVERABILITY**

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

- END -



# **SECTION X**

## **E**

**BILL NO. 2016-11**

**ORDINANCE NO. 2016**

AN ORDINANCE AUTHORIZING AND APPROVING THE CITY OF BELTON, MISSOURI THROUGH ITS FIRE DEPARTMENT TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR MEDICAL DIRECTOR SERVICES WITH DR. ERIK J. STAMPER, D. O.

---

**WHEREAS**, state regulations require the services of a qualified Medical Director to participate in protocol reviews, training and equipment utilization for the ambulance services that provide basic and advanced life support services; and

**WHEREAS**, the Agreement, attached hereto and incorporated in this Ordinance as Exhibit "A" has been negotiated with a new Medical Director to comply with state standards and to include an annual reimbursement for those professional services; and

**WHEREAS**, Dr. Erik J. Stamper, D. O. is willing and has been performing these services for the Fire Department since the retirement of the former Medical Director to support the advanced life support ambulance services of the Belton Fire Department; and

**WHEREAS**, the funding source for this agreement is the Belton Fire Department operating budget for contract services in the amount of \$6,000.00. The funding is included in the current year's budget.

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

**Section 1.** That the City Council hereby authorizes and approves the Professional Services Agreement for Medical Director, herein attached and incorporated as Exhibit A to this ordinance. That this agreement will be ratified to April 1, 2015, the ending date of the previous agreement.

**Section 2.** That the Mayor is authorized to sign the agreement on behalf of the City of Belton.

**Section 3.** 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: February 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**

DATE: February,4 2016 **AGENDA DATE: February 9, 2016**

ASSIGNED STAFF: Norman K. Larkey Sr., Fire Chief

DEPARTMENT: Fire

Approvals

Engineer:  Dept. Dir:  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 type="checkbox"/>

**ISSUE/REQUEST**

Agreement to hire the Medical Director for the Fire Department.

**PROPOSED CITY COUNCIL MOTION**

At the February 9, 2016, Regular City Council Meeting approve the first reading of an ordinance authorizing an agreement for the hiring of a Medical Director between Dr. Erik J. Stamper and the City of Belton.

At the February 23, 2016 Regular City Council Meeting approve the final reading of an ordinance authorizing an agreement for the hiring of a Medical Director between Dr. Erik J. Stamper and the City of Belton.

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

The code of State Regulations for Missouri require that ambulance services that provide advanced life support services shall have a Medical Director who is licensed as a doctor of medicine or a doctor of osteopathy by the Missouri State Board of Registration for the Healing Arts.

The Belton Fire Department, thru its Emergency Medical Services Coordinator (Battalion Chief Doug McGuire), has come to an agreement with Dr. Erik J. Stamper, D. O. to be its Medical Director.

Dr. Stamper is board certified in Emergency Medicine and registered in the State of Missouri as an Emergency Room Physician and Surgeon.

Dr. Stamper works for HCA Health Systems and spends his work time between Research Medical Center and Belton Regional Hospital.

**IMPACT/ANALYSIS:**

The impact of hiring Dr. Stamper is to keep the City and the Fire Department in compliance with all of the state laws affecting ambulance services and their Medical Director, as well as provide necessary oversight, training and review of medical protocols.

## FINANCIAL IMPACT

Contractor:	Dr. Erik J. Stamper
Amount of Request/Contract:	\$ 6,000
Amount Budgeted:	\$ 6,000
Funding Source:	01-3600-400-3020
Additional Funds:	\$ 0.00
Funding Source:	N/A
Encumbered:	\$ 0.00
Funds Remaining:	\$ 0.00

<b>TIMELINE:</b>	<b>START:</b>	<b>FINISH:</b>
------------------	---------------	----------------

### **OTHER INFORMATION/UNIQUE CHARACTERISTICS:**

This agreement has taken time to develop. Dr. Stamper has been working as the Medical Director for some time during the negotiations and development of this agreement. The former director retired without much notice to the department and Dr. Stamper stepped in to fill that void to keep us operating under the State Law.

It is my understanding that the former Medical Director did not request any type of payment for his services. I am confident that the Fire Department will be enriched by Dr. Stamper's willingness to participate and educate as well as secure more comprehensive services from Dr. Stamper. He seems willing to get in and work with us on all of the state requirements.

The Department's EMS Coordinator and Dr. Stamper are working with the EMS Protocols Committee to re-writing all of the current EMS Protocols to come in line with current medical practices.

### **STAFF RECOMMENDATIONS:**

Approve the ordinance for the hiring of the Medical Director.

### **Action and Date:**

### **LIST OF REFERENCE DOCUMENTS ATTACHED:**

1. The Medical Director Agreement
2. The Board Certificate and Registration for Dr. Erik J. Stamper, D. O.

## **PROFESSIONAL SERVICES AGREEMENT FOR MEDICAL DIRECTOR**

This is an Agreement by and between the City of Belton, a municipal corporation and charter city, and Dr. Erik J. Stamper D. O. to serve as the Medical Director for the Advanced Life Support Ambulance Service of the Belton Fire Department.

WHEREAS, pursuant to 19 Missouri Code of State Regulations 30-40.303 all ambulance services in the State of Missouri shall have a Medical Director. Medical Directors are required to be board certified in emergency medicine, family practice, internal medicine or surgery.

WHEREAS, the Medical Director shall have current certification in Advance Cardiac Life Support and Pediatric Advance Life Support.

WHEREAS, Dr. Erik J. Stamper, D. O. is willing to perform the Medical Director services and is board certified in Emergency Medicine and registered as a Physician and Surgeon in the State of Missouri. (See Exhibits A-1 and A-2 – certificate and registration.)

WHEREAS, ambulance services that provide advanced life support (hereinafter ALS) services, basic life support services utilizing medications (medications include, but are not limited to, activated charcoal, oral glucose and/or oxygen) or providing assistance with patients' medications (patient medications include, but are not limited, to a prescribed inhaler, nitroglycerin and/or epinephrine), or basic life support services performing invasive procedures including invasive airway procedures (invasive airway procedures include, but are not limited to, esophageal or endotracheal intubation) shall comply with state regulations as follows:

- (A) Each licensed ambulance service which provides ALS care shall have a medical director who is licensed as a doctor of medicine or a doctor of osteopathy by the Missouri State Board of Registration for the Healing Arts and who has:
1. Board certification in emergency medicine; or
  2. Board certification or board eligibility in a primary care specialty or surgery and has actively practiced emergency medicine during the past year and can demonstrate current course completion or certification in ACLS, ATLS and PALS (certification in ACLS, ATLS and PALS must be obtained no later than one (1) year after initial ambulance service licensure), or documentation of equivalent education in cardiac care, trauma care and pediatric care within the past five (5) years; or
  3. An active practice in the community, with current course completion or certification in ACLS and PALS (certifications shall be obtained no later than one (1) year after initial ambulance service licensure), or documented equivalent education in cardiac care and pediatric care within the past five (5) years who develops a written agreement with a physician who meets the requirements stated in (A) 1. Or (A) 2. To review and approve the processes required in (C), (D), and (E) in order to facilitate the medical direction of the ambulance service.



(B) Each licensed ambulance service which provides only BLS care shall have a medical director who is licensed as a doctor of medicine or a doctor of osteopathy by the Missouri State Board of Registration for the Healing Arts and can demonstrate current course completion or certification in ACLS and PALS (certifications must be obtained no later than one (1) year after initial ambulance service licensure), or can document equivalent education in cardiac care and pediatric care within the past five (5) years.

It is hereby mutually agreed by the parties as follows:

1. Dr. Erik Stamper agrees to serve as Medical Director for the Advanced Life Support Ambulance Service of the Belton Fire Department and the City of Belton.
2. Dr. Erik Stamper as Medical Director, in cooperation with the Belton EMS Coordinator, shall develop, implement and annually review the following:
  - a. Medical and treatment protocols for medical, trauma and pediatric patients;
  - b. Triage and transport protocols;
  - c. Protocols for do-not-resuscitate requests;
  - d. Air ambulance utilization; and
  - e. Medications and medical equipment to be utilized.
3. Dr. Erik Stamper as Medical Director, in cooperation with the Belton EMS Coordinator, shall ensure that all licensed service personnel meet the education and skill competencies required for their level of license and patient care environment. The Medical Director shall have the authority to require additional education and training for any licensed service personnel who fail to meet this requirement and limit the patient care activities of personnel who deviate from established standards.
4. Dr. Erik Stamper as Medical Director, in cooperation with the Belton EMS Coordinator, shall develop, implement and annually review the following:
  - a. Prolonged ambulance scene, response or transport times;
  - b. Incomplete run documentation;
  - c. Ambulances that are diverted from their original destinations;
  - d. Compliance with adult and pediatric triage, treatment and transport protocols (or sample thereof);
  - e. Skills performance (or sample thereof); and
  - f. Any other activities that the administrator or medical director deem necessary.
5. The Belton Fire Department agrees to pay Dr. Erik Stamper for his services as the Medical Director for the Advanced Life Support Ambulance Service of the Belton Fire Department a fixed annual payment of \$6,000.00 for services list above, payable in one lump sum.

6. Either party may cancel this agreement on 30 days' notice; otherwise, the agreement shall remain in force for a period of one year from the date April 1, 2015 (Fiscal Year 2016).
7. It is understood by both parties that Dr. Erik J. Stamper, D. O. is an independent contractor of the Belton Fire Department and the City of Belton, Missouri.

\_\_\_\_\_  
Dr. Erik J. Stamper, D. O.

\_\_\_\_\_  
Jeff Davis, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
EIN #


# State of Missouri

Department of Insurance, Financial Institutions and Professional Registration  
Division of Professional Registration

Missouri State Board of Registration for the Healing Arts  
Physician and Surgeon

VALID THROUGH JANUARY 31, 2017  
ORIGINAL CERTIFICATE/LICENSE NO. 2010013277

ERIK JOSEPH STAMPER, DO  
RESEARCH EMERGENCY DPT  
2316 EAST MEYER BLVD  
KANSAS CITY MO 64132  
USA

  
*Cornie Clark*  
EXECUTIVE DIRECTOR

*Scott Lee Demme*  
DIVISION DIRECTOR



American Board of  
Emergency Medicine



## American Board of Emergency Medicine

Established for the Certification of Emergency Physicians Hereby  
Declares that

*ERIK J. STAMPER, D.O.*

Has Successfully Fulfilled the Certification Requirements and is  
Declared a Diplomate of the American Board of Emergency Medicine

**November 8, 2011 – December 31, 2021**

President Richard N. Nelson, MD

Secretary James H. Jones, M.D.

Certification Number 50101

**SECTION X**  
**F**

**BILL NO. 2016-12**

**ORDINANCE NO. 2016-**

AN ORDINANCE APPROVING THE PETITION TO ESTABLISH THE TXRH COMMUNITY IMPROVEMENT DISTRICT; ESTABLISHING THE TXRH COMMUNITY IMPROVEMENT DISTRICT, GENERALLY LOCATED ON THE WEST SIDE OF PECULIAR DRIVE, NORTH OF CUNNINGHAM INDUSTRIAL PARKWAY AND COMMONLY KNOWN AS THE TEXAS ROADHOUSE RESTAURANT PROPERTY, ALL IN THE CITY OF BELTON, MISSOURI; DETERMINING THAT THE DISTRICT OBJECTIVES SERVE A PUBLIC PURPOSE; AND DIRECTING THE CITY CLERK TO REPORT THE CREATION OF THE DISTRICT TO THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT.

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WHEREAS, on December 28, 2015, a Petition for establishment of the TXRH Community Improvement District (the "Petition") was filed by more than 50% per capita of the owners of the District Land and District Land owners collectively owning more than fifty percent (50%) by assessed value of the District Land; and

WHEREAS, pursuant to RSMo. § 67.1421.3, the City Clerk timely reviewed the Petition and, upon consultation with the City's attorney, determined that the Petition substantially complies with the requirements of RSMo. § 67.1421.2; and

WHEREAS, pursuant to and in accordance with RSMo. § 67.1431, notice of a February 9, 2016 public hearing to consider creation of the District was given as follows:

First and second publication notice of the public hearing was given by publication in a newspaper of general circulation within the City once a week for two consecutive weeks prior to the week of the public hearing, on January 29, 2016 and February 5, 2016;

Mailed notice on January 19, 2016 of the public hearing giving not less than fifteen days' notice prior to the public hearing, by sending the notice to the address of record of each owner of record of real property within the boundaries of the proposed District via certified United States mail with a return receipt attached;

WHEREAS, pursuant to and in accordance with RSMo. § 67.2725, the City gave notice that the City Council would vote upon creation of the District conforming with all the requirements of RSMo. § 610.020.1 at least four days before the public hearing and vote, exclusive of weekends and holidays when City Hall is closed;

WHEREAS, on February 9, 2016, after due notice, the City Council so constituted held a public hearing at which parties in interest, interested persons and citizens were afforded an opportunity to be heard;

WHEREAS, after closing said hearing on February 9, 2016, and after due deliberation, the City Council finds that establishing the District and approving the Petition would encourage and stimulate growth and development in the District Area, serve a public purpose and further the objectives of the Act.



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

Section 1. That the Petition to establish the District as a separate political subdivision in accordance with the Act, a copy of which is attached to this Ordinance as Attachment A, is hereby approved in its entirety.

Section 2. That the District is hereby established for the purposes set forth in the Petition, that the District shall have all the powers and authority authorized by the Petition, the Act, and by law, and shall continue to exist and function for the term described in the Petition following the effective date of this Ordinance.

Section 3. That the District shall annually submit its proposed budget, report and copies of written resolutions passed by the District's board to the City pursuant to RSMo. § 67.1471.

Section 4. That upon the effective date of this Ordinance, the City Clerk is hereby directed to report the creation of the District to the Missouri Department of Economic Development pursuant to RSMo. § 67.1421.6, by sending a copy of this Ordinance to said Department.

Section 5. All terms used in this Ordinance not otherwise defined herein shall be construed as defined in the Act.

Section 6. That if any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 7. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 8. That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

PUBLIC HEARING AND COUNCIL DISCUSSION: February 9, 2016

READ FOR THE FIRST TIME: February 9, 2016

READ FOR THE SECOND TIME AND PASSED: \_\_\_\_\_

\_\_\_\_\_  
Mayor Jeff Davis

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor Jeff Davis

Approved as to form and legality

\_\_\_\_\_  
City Attorney

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. \_\_\_\_\_ of the City of Belton, Missouri, as 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, MISSOURI  
CITY COUNCIL MEETING**

Date: Tuesday, February 9, 2016  
Place: City Hall Annex, 520 Main Street, Belton, Mo

**STAFF REPORT REGARDING  
TXRH CID PETITION AND PUBLIC HEARING**

**1. Public Notice**

In accordance with the Community Improvement District Act, R.S.Mo. Sections 67.1401 *et seq.* ("CID Act"), Staff prepared, delivered and published all required notices of this public hearing to consider approval of the Petition For Establishment of the TXRH Community Improvement District ("Petition"), and creation of the TXRH CID ("CID District"). On January 19, 2016, notices were mailed via certified United States mail with a return receipt attached to the address of record of each owner of record of real property within the boundaries of the CID District. Notice was published in *The Cass County Democrat Missourian Newspaper* on January 29, 2016 and February 5, 2016.

**2. Introduction**

A new Texas Roadhouse restaurant is being constructed along Peculiar Drive, just north of Cunningham Industrial Parkway. The petitioners are requesting the formation of a CID in order to offset some of the development costs by the imposition of a sales tax (not to exceed 1 cent) for sales occurring at the Texas Roadhouse.

The CID Act provides for property owners within a specified area to form either a not-for-profit corporation or a political subdivision in order to impose a tax or special assessment to fund: (i) public improvements; (ii) certain activities; and (iii) in the case of blighted areas, costs associated with the remediation of blight. The Petition proposes that the CID District be a political subdivision.

On December 28, 2015, petitioners representing the owners of more than 50% of the assessed value of real property within the proposed CID District and more than 50% per capita of all owners of real property within the proposed CID District submitted the Petition to the City Clerk. Belton MO TXR Incorporated ("Developer"), has purchased the real estate located within the proposed CID District, and coordinated submittal of the Petition. The City Clerk has determined, following consultation with the City Attorney, that the Petition substantially complies with the requirements of the CID Act.

The formation of the CID District is to assist in the financing of CID qualifying costs. The Petition contemplates the imposition of a 1 cent sales tax.

Included in the Council's packet are: (i) the Petition; and, (ii) an ordinance approving the Petition and creating the CID District.

### 3. CID Area

Approximately 2.28 acres of property generally located on the west side of Peculiar Drive, north of Cunningham Industrial Parkway. A map of the proposed CID Area is attached as **Exhibit B** to the Petition.

### 4. General Description of the CID District Projects

The projects to be funded with CID Sales Tax (the "CID Projects") will be used to finance the first year's development expenses over a period of years needed to pay the District expenses in full. All costs associated with the issuance of obligations to finance Eligible Services, including capitalized interest and a debt service reserve fund related to issuance of bonds, are deemed District expenses. (The CID Budget is attached as part of **Exhibit C** to the Petition.)

### 5. Redevelopment Schedule

The Texas Roadhouse is currently under construction and will open in 2016. The expenses to be reimbursed through the CID Sales Tax are being incurred with the construction.

### 6. Finding of Public Purpose

The Petition requests that the City Council make findings that the CID Area will serve a public purpose.

- a. **Public Purpose.** Staff believes that funding of the CID District Projects will serve a public purpose by promoting the economic welfare and the development of the City of Belton and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Area; and, (iii) increasing local and state tax revenues; and, (iv) improving commercial property values. Accordingly, Staff believes the Council may make this finding of public purpose.
- b. **Impact on taxing opportunities in the future:** The sales tax level at the Texas Roadhouse restaurant will be 10.725% if the CID is approved. This may have a negative impact on future city-wide initiatives simply due to the fact that the tax level is over 10%.

### 7. Petition

The City Clerk in consultation with the City Attorney has determined that the Petition substantially complies with the CID Act's Petition requirements. The following are some of the more relevant terms of the Petition:

- a. **Board of Directors.** The CID District will be a political subdivision governed by a board of directors with five (5) members. The initial board members are (i) Tim Wahl, (ii) Brock Walpert, (iii) Karen Olgren, (iv) John Sheehy, and (v) Phillip D. Lawson.

- b. **Duration of the CID District.** The proposed length of time for the existence of the District is twenty (20) years. Any extension would need to be granted by the City Council.
- c. **CID Special Assessment.** The CID District may impose a sales tax, not to exceed one percent (1.00%) upon all eligible retail sales within the District (at the Texas Roadhouse restaurant).
- d. **Obligations.** The CID District intends to issue bonds or other obligations.

***ACTIONS RECOMMENDED:***

- A. FOLLOWING PUBLIC HEARING, APPROVE A PETITION ESTABLISHING THE TXRH COMMUNITY IMPROVEMENT DISTRICT, GENERALLY LOCATED ON THE WEST SIDE OF PECULIAR DRIVE, NORTH OF CUNNINGHAM INDUSTRIAL PARKWAY, IN BELTON, CASS COUNTY, MISSOURI; DETERMINING THAT THE DISTRICT OBJECTIVES SERVE A PUBLIC PURPOSE; AND DIRECTING THE CITY CLERK TO REPORT THE CREATION OF THE DISTRICT TO THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT.
  
- B. DENY THE FORMATION OF THE TXRH CID.

Enclosures:

Petition For Establishment of the TXRH Community Improvement District  
Ordinance No. \_\_\_\_\_



# HUSCH BLACKWELL

Charles G. Renner  
Partner

4801 Main Street, Suite 1000  
Kansas City, MO 64112  
Direct: 816.329.4702  
Fax: 816.983.8080  
charles.renner@huschblackwell.com



December 17, 2015

Patti Ledford, City Clerk  
City of Belton  
506 Main Street  
Belton, MO 54012

Re: The TXRH Community Improvement District

Dear Ms. Ledford:

In accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571, inclusive, RSMo., we are delivering to you a Petition (the "Petition") for the establishment of The TXRH Community Improvement District (the "District").

Under Sections 67.1421.3, RSMo., you are to review and determine whether the Petition substantially complies with the requirements of Subsection 2 of Section 67.1421, RSMo., within a reasonable period of time not to exceed ninety (90) days after your receipt of this Petition. Once you have completed your review, and assuming that you determine that the Petition substantially complies with the requirements of Subsection 2 of Section 67.1421, RSMo., the City Council of Belton, Missouri, is to hold a public hearing in accordance with Section 67.1431, RSMo.

Notices of the public hearing required to be mailed pursuant to Section 67.1431.3, RSMo., must be mailed no later than fifteen (15) days prior to the public hearing. In addition, notice by publication must appear in a newspaper of general circulation within the City of Belton once a week for two consecutive weeks prior to the week of the public hearing. We will be pleased to cooperate with you in the preparation and issuance of these notices.

As required by Section 67.1421.2, RSMo., the enclosed Petition has been signed by property owners collectively owning more than 50% by assessed value of the real property within the boundaries of the proposed district and has been signed by more than 50% per capita of all owners of real property within the boundaries of the proposed district. Regarding the assessed value determination, please note that the most recent real estate tax assessment at this time is the 2016 assessment. Based on the 2016 assessment the total assessed value of all land

# HUSCH BLACKWELL

December 17, 2015  
Page 2

within the boundaries of the proposed district is \$140.00. The taxable assessed value of the land owned by the real property owners who have signed the Petition is \$140.00.

Regarding ownership of real property per capita, we understand that there is one (1) entity or individual that owns one or more parcels of real property within the boundaries of the proposed district. The Petition has been signed by the authorized representative of the one (1) property owner.

Please call us if we can provide any information or answer any questions for you in connection with your review of the enclosed Petition.

Very truly yours,



Charles G. Renner  
Attorney

CGR\p  
Enclosure



# THE TXRH COMMUNITY IMPROVEMENT DISTRICT

PETITION TO ESTABLISH  
THE DISTRICT

4<sup>th</sup> Ward

BELTON, CASS COUNTY, MISSOURI

October 28, 2015



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## **EXHIBITS**

EXHIBIT A DISTRICT LEGAL DESCRIPTION

EXHIBIT B DISTRICT BOUNDARY MAP

EXHIBIT C ESTIMATED COST OF THE ELIGIBLE SERVICES



**PETITION TO ESTABLISH THE  
TXRH COMMUNITY IMPROVEMENT DISTRICT**

This petition ("Petition") is submitted in accordance to the Community Improvement District Act, Sections 67.1401 to 67.1571, Revised Statutes of Missouri, as amended (the "Act"), by those persons and entities whose signatures appear below (the "Petitioners"), who request that the City Council (the "City Council") of the City of Kansas City, Missouri establish a community improvement district (the "District") in the City of Kansas City, Cass County, Missouri (the "City") in accordance with this Petition.

**I. DESCRIPTION OF THE DISTRICT**

**A. Name of District**

The name of the District shall be TXRH Community Improvement District.

**B. Legal Description**

The District includes all of the real property (the "District Land") legally described on Exhibit A ("District Legal Description") annexed to and made an integral part of this Petition.

**C. Boundary Map**

A map graphically portraying the boundaries of the District is annexed to and made an integral part of this Petition as Exhibit B ("District Boundary Map").

**II. PETITIONERS**

Petitioners represent:

- (a) more than fifty percent (50%) per capita of all owners of the District Land; and
- (b) property owners collectively owning more than fifty percent (50%) by assessed value of the District Land.

**III. FIVE YEAR PLAN**

**A. Purposes of the District**

The purposes of the District are to:

- (a) provide or cause to be provided for the benefit of the District, certain services ("the Eligible Services") described in Paragraph B of this Article;
- (b) issue obligations ("Bonds") to finance the costs of the Eligible Services, other costs incurred by the District to carry out its purposes, and costs of

issuance, capitalized interest and a debt service reserve fund related to the issuance of the Bonds; and

- (c) authorize and collect a sales tax.

The District's purposes shall be implemented according to the provisions of Section 67.1461 ("Powers of the District") of the Act. The District will serve as an economic development tool that allows landowners in the District to:

- (a) coordinate efforts to improve the District and meet the District purposes;
- (b) plan Eligible Services and/or any other public improvements which are deemed by the District to be necessary and desirable to the economic viability of the District;
- (c) implement the Eligible Services and any other public improvements; and
- (d) share the costs incurred by the District through sales taxes, fees, rents and other charges which are imposed and collected in accordance with this Petition and the Act.

**B. Services**

The Eligible Services shall generally include the development of a Texas Roadhouse located within the boundaries of the proposed District, including those certain expenses listed on Exhibit C annexed to and made an integral part of this Petition.

**C. Budget**

The commencement of the Eligible Services and the implementation of the sales tax are expected to occur within the first year of the District's existence. The estimated initial costs of the Eligible Services are shown on Exhibit C ("Estimated Cost of Eligible Services") annexed to and made an integral part of this Petition.

**IV. GOVERNANCE OF THE DISTRICT**

**A. Type of District**

The District shall be a separate political subdivision of the State of Missouri and shall have all of the powers granted to and/or exercisable by a community improvement district according to the Act except to the extent its powers are expressly limited by this Petition.

**B. Board of Directors**

**1. Number**

The District shall be governed by a Board of Directors (the "Board") consisting of five (5) directors.

**2. Qualifications**

Each Director shall meet the following requirements:

- (a) be at least 18 years of age;
- (b) be and must declare to be either an owner of real property ("Owner") within the District, an owner of a business operating within the District ("Operator"), or a registered voter residing within the District ("Resident"), as provided in the Act;
- (c) be and have been a resident of the State of Missouri for at least one year immediately preceding the date upon which he or she takes office in accordance with Article VII, Section 8 of the Missouri Constitution; and
- (d) except for the Initial Directors named in this Petition, and subject to the provisions of the Petition, each Director may be nominated according to a slate submitted by the Board to the Mayor of the City and the City Council according to the nominating procedures set out below.

**3. Initial Directors**

The initial Directors to serve on the Board, their respective terms and classification as an Owner, Operator or Resident shall be:

<b>NAME</b>	<b>TYPE</b>	<b>TERM</b>
Tim Wahl	Owner	3 years
Brock Walpert	Owner	3 years
Karen Olgren	Owner	5 years
John Sheehy	Owner	5 years
Phillip D. Lawson	Owner	5 years

**4. Terms**

The initial Directors named above shall serve for the terms set out opposite their names or until their successor is appointed in accordance

with this Petition and their successors shall serve for four-year terms or until their successor is appointed in accordance with this Petition.

In the event for any reason a Director is not able to serve his or her full term ("Exiting Director"), any vacancy to the Board shall be filled by appointment of a Director ("Interim Director") by a majority vote of the Board. Any Interim Director shall be of the same type as the Exiting Director, unless otherwise stated in the bylaws adopted by the Board upon formation of the District, as they may be amended from time to time. All other Directors shall be appointed in the same manner as Successor Directors, as described below.

## **5. Successor Directors**

Successor Directors, whether to serve a new term or to fill a vacancy on the Board, not filled by an Interim Director, shall be appointed by the Mayor of the City with the consent of the City Council by resolution according to a slate submitted to the City Clerk by the Board. The City Clerk shall immediately deliver the slate to the Mayor and the City Council. Not later than thirty (30) days following the date the slate is submitted to the City Clerk:

- (a) the Mayor shall appoint the successor Directors according to the slate submitted and the City Council shall consent by resolution to the appointment; or
- (b) the Mayor or the City Council may reject the slate submitted and request in writing with written reasons for rejection of the slate that the Board submit an alternate slate. If no action is completed within the thirty (30) day period, the successor Directors shall be deemed to have been appointed by the Mayor with the consent of the City Council according to the slate submitted as of the expiration of the thirty (30) day period.

If an alternate slate is requested, the Board shall within ten (10) days following receipt of the written request submit an alternate slate to the City Clerk. The City Clerk shall immediately deliver the alternate slate to the Mayor and the City Council. Not later than fifteen (15) days following the date the alternate slate is submitted to the City Clerk:

- (a) the Mayor shall appoint the successor Directors according to the alternate slate submitted and the City Council shall consent by resolution to the appointment; or
- (b) the Mayor or the City Council may reject the alternate slate submitted and request in writing with written reasons for rejection

of the alternate slate that the Board submit another alternate slate. If no action is completed within the fifteen (15) day period, the successor Directors shall be deemed to have been appointed by the Mayor with the consent of the City Council according to the alternate slate submitted as of the expiration of the fifteen (15) day period.

The procedure described above shall continue until the successor Directors are appointed or deemed to be appointed by the Mayor with the consent of the City Council; provided however, the time period for action by the Mayor and the City Council following the submission of each alternate slate shall be reduced to ten (10) days.

The Board shall select the slate as follows:

- (a) Individuals meeting the qualifications set out in this Petition must be nominated by two sitting Directors;
- (b) The Directors shall then vote for a slate of nominees who shall consist of the number needed to fill vacancies and the seats of expiring terms; and
- (c) The slate shall consist of the nominees classified so that the Board will meet the representation requirements set out in Section 3 of this Article.

#### **V. ASSESSED VALUE**

The total assessed value of all of the real property within the District is \$140.00. The official total assessed valuation for the District may change by the time the District is created.

#### **VI. REAL PROPERTY TAXES**

The District shall have no power to levy a real estate tax.

#### **VII. SALES TAXES**

The District may by Resolution impose a sales tax, not to exceed one percent (1.00%) upon all eligible retail sales within the District.

#### **VIII. BLIGHT DETERMINATION**

This Petition does not include a request for a determination of blight for any real property within the District.

#### **IX. LIFE OF DISTRICT**

The District will continue to exist and function for a period of twenty (20) years following the effective date of the ordinance establishing the District.



**X. REQUEST TO ESTABLISH DISTRICT**

By execution and submission of this Petition, the Petitioners request that the City Council establish the District as set out in this Petition.

**XI. NOTICE TO PETITIONERS**

*The signatures of Petitioners signing this Petition may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk. Any owner exempt from taxation that elects to sign this petition in support of the creation of the District will not be obligated to pay the assessment rate stated in this Petition.*

**XII. SEVERABILITY**

If any provision of this Petition shall be held or determined to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Petition or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Petition invalid, inoperative or unenforceable to any extent whatsoever.

## EXHIBIT A

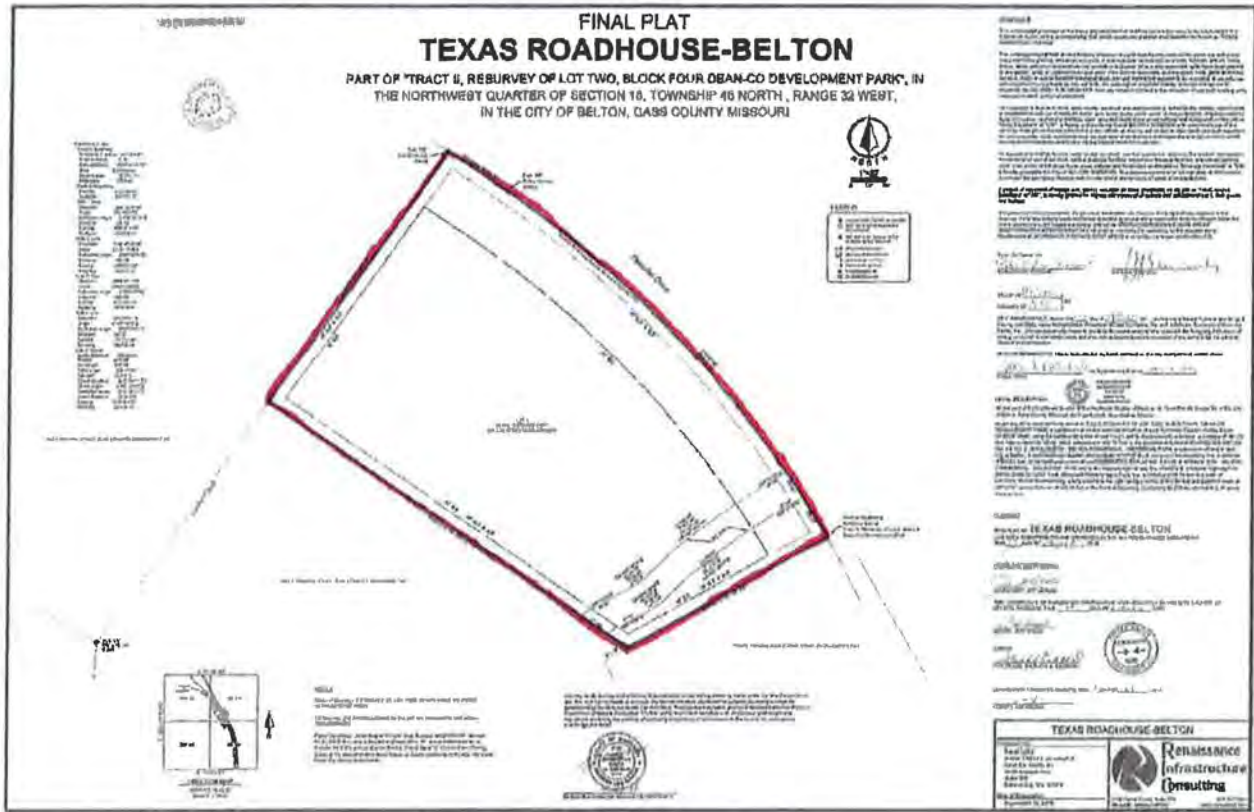
### DISTRICT LEGAL DESCRIPTION

All that part of the Northeast Quarter of the Northwest Quarter of Section 18, Township 46, Range 32, in the City of Belton, Cass County, Missouri, more particularly described as follows:

Beginning at the most northerly corner of Tract I, RESURVEY OF LOT TWO, BLOCK FOUR, "DEAN-CO DEVELOPMENT PARK, a subdivision of land in said City of Belton, in said Northwest Quarter; thence South  $60^{\circ}09'28''$  West, along the Northwesterly line of said Tract I and its Southwesterly extension, a distance of 191.73 feet; thence North  $55^{\circ}02'48''$  West, a distance of 368.78 feet, to the Southeasterly line of CORRECTED REPLAT NO. 1 & NO. 2, KANSAS CITY - BELTON COMMERCIAL - INDUSTRIAL PARK, a subdivision of land in said City of Belton, in said Northwest Quarter; thence North  $34^{\circ}57'12''$  East, along said Southeasterly line, a distance of 260.63 feet, to the Northeast corner of said CORRECTED REPLAT NO. 1 & NO. 2, KANSAS CITY - BELTON COMMERCIAL - INDUSTRIAL PARK and to the Westerly right-of-way line of said U.S. Interstate Highway I-49; thence South  $55^{\circ}02'47''$  East, along said Westerly right-of-way line, a distance of 60.70 feet to a point of curvature; thence Southeasterly, along a curve to the right having a radius of 914.94 feet and a central angle of  $25^{\circ}12'40''$ , an arc distance of 402.59 feet to the Point of Beginning. Containing 99,214 square feet or 2.28 acres, more or less.

# EXHIBIT B

## DISTRICT BOUNDARY MAP



## EXHIBIT C

### ESTIMATED COST OF THE ELIGIBLE SERVICES

#### Estimated First-Year Budget

##### Expenses:

Demolition and Land Clearance	\$	150,000.00
Excavation and Dirtwork	\$	25,000.00
Landscaping	\$	60,000.00
Asphalt Paving-Striping	\$	135,000.00
Sidewalks, Curbs, Gutters	\$	115,000.00
Site Lighting/Electrical	\$	27,000.00
Relocate, Extend, Repair Existing Utilities	\$	181,500.00
Water Tap and Impact Fees	\$	15,952.00
Sanitary Connection Fee	\$	4,000.00
Trash Enclosure Repair/Construction	\$	15,000.00
Environmental Remediation	\$	1,500.00
Arterial Street Impact Fees	\$	46,550.00
Appraisal and Survey	\$	8,000.00
Interest (9 months)	\$	2,500.00
RE Tax	\$	1,000.00
Architect/Engineering	\$	30,000.00
Development Fee	\$	125,000.00
Legal/Studies	\$	20,100.00
Marketing	\$	10,000.00
Lease Commissions	\$	100,000.00
Acquisition	\$	560,000.00
Contingency	\$	100,000.00
CID Start Up	\$	20,000.00
Review Fee	\$	32,000.00
Miscellaneous	\$	30,000.00
<b>Total:</b>	\$	<u>1,815,102.00*</u>

##### Income:

Sales Tax	\$	35,000.00*
<b>Total:</b>	\$	<u>35,000.00*</u>

\*District revenue will be used to finance the first year's expenses over a period of years needed to pay the District expenses in full. All costs associated with the issuance of obligations to finance the Eligible Services, including capitalized interest and a debt service reserve fund related to the issuance of bonds, are deemed District expenses. The developer will cover the balance of all expenses not funded by the District.

**Signature Page for Petition to Establish The  
TXRH Community Improvement District**

I request that the City Council of the City of Belton, Missouri establish TXRH Community Improvement District according to the preceding Petition.

**Name of Owner:** Belton MO TXR Inc.

**Owner's Telephone Number:**

**Owner's Mailing Address:** 4520 Madison, Suite 300, Kansas City, MO 64111

**If signer is different from owner:**

**Name of Signer:**

**State basis of legal authority to sign:**

**Signer's Telephone Number:**

**Signer's Mailing Address:**

**If the owner is an individual, state if the owner is single or married:**

**If the owner is not an individual, state what type of entity: Missouri corporation**

**The map and parcel numbers and assessed value of the property owned:**

<b>Map Number:</b>	<b>04-04-18</b>
<b>Assessed Value:</b>	<b>\$140.00</b>
<b>Parcel Number:</b>	<b>04-04-18-000-000-034.022</b>

By executing this Petition, the undersigned represents and warrants that he/she has received a copy of this Petition, has read this Petition, is authorized to execute this Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.

Belton MO TXR Inc., a  
Missouri corporation

By: Randi Slefko

Name: Randi Slefko

Title: President



State of Missouri )  
County of Jackson ) ss:

Before me personally appeared Randi Lofko, to me personally known to be the individual described in and who executed the preceding Petition.

Witness my hand and official seal this 28th day of October, 2015.

Risë Reub  
Notary Public

My Commission Expires: 7/23/17

RISE REUB Notary Public - Notary Seal State of Missouri Commissioned for Jackson County My Commission Expires: July 23, 2017 Commission Number: 13505862
---



**NOTICE OF PUBLIC HEARING FOR THE ESTABLISHMENT OF THE  
TXRH COMMUNITY IMPROVEMENT DISTRICT**

Notice is hereby given that a public hearing will be held at 7:00 p.m. on Tuesday, January 26, 2016, in the City Council Chamber at City Hall Annex, 520 Main St., Belton, Missouri 64012 for the purpose of considering the establishment of the TXRH Community Improvement District herein described.

A petition to establish the TXRH Community Improvement District was filed with the City Clerk on December 28, 2015.

The boundaries of the proposed TXRH Community Improvement District, generally located south of Highway 58 along Peculiar Drive and north of Cunningham Industrial Parkway, are as follows:

**DISTRICT LEGAL DESCRIPTION**

All that part of the Northeast Quarter of the Northwest Quarter of Section 18, Township 46, Range 32, in the City of Belton, Cass County, Missouri, more particularly described as follows:

Beginning at the most northerly comer of Tract I, RESURVEY OF LOT TWO, BLOCK FOUR, "DEAN-CO DEVELOPMENT PARK, a subdivision of land in said City of Belton, in said Northwest Quarter; thence South 60°09'28" West, along the Northwesterly line of said Tract I and its Southwesterly extension, a distance of 191.73 feet; thence North 55°02'48" West, a distance of 368.78 feet, to the Southeasterly line of CORRECTED REPLAT NO. 1 & NO. 2, KANSAS CITY - BELTON COMMERCIAL - INDUSTRIAL PARK, a subdivision of land in said City of Belton, in said Northwest Quarter; thence North 34°57'12" East, along said Southeasterly line, a distance of 260.63 feet, to the Northeast comer of said CORRECTED REPLAT NO. 1 & NO. 2, KANSAS CITY - BELTON COMMERCIAL - INDUSTRIAL PARK and to the Westerly right-of-way line of said U.S. Interstate Highway I-49; thence South 55°02'47" East, along said Westerly right-of-way line, a distance of 60.70 feet to a point of curvature; thence Southeasterly, a long a curve to the right having a radius of 914.94 feet and a central angle of 25°12'40", an arc distance of 402.59 feet to the Point of Beginning. Containing 99,214 square feet or 2.28 acres, more or less.

A map of the proposed boundaries of the TXRH Community Improvement District is shown below:





A copy of the petition is available for review at the office of the City Clerk, 506 Main Street, Belton, Missouri between the hours of 8:30 a.m. and 5:00 p.m. Monday through Friday, exclusive of holidays. All interested persons shall be given an opportunity to be heard at the public hearing.

Dated: December 28, 2015

Patti Ledford, City Clerk

**SECTION XI**  
**A**



**R2016-05**

**A RESOLUTION CERTIFYING THE RESULTS OF AN ELECTION BY CERTAIN POLICE OFFICERS DESIGNATING WEST CENTRAL LODGE #50 OF THE FRATERNAL ORDER OF POLICE AS THE EXCLUSIVE BARGAINING AGENT FOR THOSE EMPLOYEES.**

WHEREAS, Police Officers with a rank of sergeant and below have indicated an interest in being represented by the West Central Lodge #50 of the Fraternal Order of Police; and,

WHEREAS, on December 22, 2015, the City Council of the City of Belton, Missouri passed Ordinance No. 2015-4161, which set forth procedures to hold an official election to determine if the police officers will be represented ; and

WHEREAS, on January 20, 2016, an election was held providing all police officers with a rank of sergeant and below the opportunity to cast a vote, and the results of that vote are attached hereto; and,

WHEREAS, the results of that election indicate that those employees voted affirmatively to be represented by the West Central Lodge #50 of the Fraternal Order of Police as documented by the attached Certification of Exclusive Bargaining Representative. Exhibit A to Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council, City of Belton, that the West Central Lodge #50 of the Fraternal Order of Police is hereby designated as the exclusive bargaining representative for those Belton Police Officers with a rank of sergeant and below.

READ AND ADOPTED: February 9, 2016

\_\_\_\_\_  
Mayor Jeff Davis

Approved this \_\_\_\_ day of \_\_\_\_\_, 2016.

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 9<sup>th</sup> day of February, 2016 and adopted at a regular meeting of the City Council held the 9<sup>th</sup> day of February, 2016 by the following vote, to wit:

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

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



**Certification of Election by Stipulation**

West Central Missouri Regional  
Lodge #50 Fraternal Order of Police  
Labor Organization,  
v.

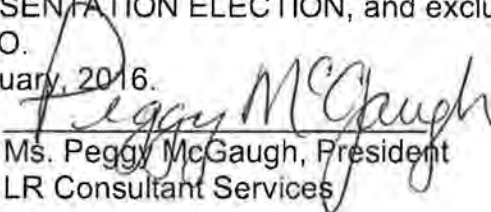
City of Belton, Missouri,  
Employer.

**CERTIFICATION OF EXCLUSIVE BARGAINING REPRESENTATIVE**

An election having been conducted in the above matter by Stipulation of the parties under the supervision of LR Consultant Services; and it appearing from the Tally of Ballots that an exclusive bargaining representative has been selected; and no objections having been filed to the Tally of Ballots furnished to the parties, or to the conduct of election;

IT IS HEREBY CERTIFIED that the West Central Lodge #50 of the Fraternal Order of Police has been designated and selected by a majority of the employees of the above named Employer, in the unit described below, as their exclusive bargaining representative. Pursuant to Stipulation of the parties, the labor organization is the exclusive representative of all the employees in the unit for the purpose of negotiations with respect to salaries and other conditions of employment.

Unit: All sworn peace officers as defined in Section 590.100(4) RSMo including the rank of sergeant employed by the City as of the date agreed in the STIPULATION FOR CONSENT REPRESENTATION ELECTION, and excluding all other employees of the City of Belton, MO.  
Certified and signed this 27th day of January, 2016.

  
Ms. Peggy McGaugh, President  
LR Consultant Services

Date Issued: **January 20, 2016**

Election to Determine

Exclusive Bargaining Representative: **Belton Police Department –  
Police Officers' Unit**

### TALLY OF BALLOTS

The undersigned Election Administrator certifies that the results of the tabulation of ballots cast in the election held in the above matter, and concluded on the date indicated above, were as follows:

1.	Number of eligible voters	<u>32</u>
2.	Void ballots	<u>1</u>
3.	Votes cast for <u>YES</u>	<u>31</u>
4.	Votes cast against participating labor organization	<u>1</u>
5.	Valid votes counted (total of 3 and 4)	<u>31</u>
6.	Challenged ballots	<u>0</u>
7.	Valid votes counted, plus challenged ballots (total 5 and 6)	<u>31</u>
8.	Challenged are (not) sufficient to affect the results of the election	<u>1</u>
9.	Sustained challenges (ineligible voters)	<u>1</u>
10.	Challenged ballots cast <u>1</u>	<u>1</u>
11.	Challenged ballots cast against participating labor organization	<u>1</u>
12.	Revised total including challenged ballots	<u>31</u>
13.	A majority of the valid votes counted, plus challenged ballots has been cast for:	
	<u>fraternal order of police lodge #50</u>	

For the Election Administrator

Peggy McGaugh  
Peggy McGaugh, President

The undersigned acted as authorized observers in the counting and tabulating of ballots indicated above. We hereby certify that the counting and tabulating were fairly and accurately done; that the secrecy of the ballots was maintained, and that the results were as indicated above.

FOR The City

Bruce Foster

For the

Union

Bill Peck

**SECTION XI**  
**B**



**R2016-08**

A RESOLUTION APPROVING TASK AGREEMENT #2016-1 WITH TRANSYSTEMS UNDER THE ON-CALL PROFESSIONAL DEVELOPMENT SERVICES AGREEMENT TO PERFORM TRAFFIC ANALYSES NECESSARY TO EVALUATE IMPACTS FROM ADJACENT REDEVELOPMENT ALONG 58 HWY NEAR INTERSTATE 49 AND VERIFY CERTAIN IMPROVEMENTS ARE APPROPRIATE AND MEET MISSOURI DEPARTMENT OF TRANSPORTATION REQUIREMENTS AT A NOT-TO-EXCEED COST OF \$23,900.00.

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WHEREAS, it is important to provide safe and reliable travel to Belton visitors, businesses, and residents; and

WHEREAS, it is also important to the welfare of the community that responsible and quality development occurs, and that impacts to public assets are considered and addressed appropriately; and

WHEREAS, on February 8, 2011 under Ordinance No. 2011-3691, the City Council approved an On-Call Professional Services Agreement with TranSystems Corporation; and

WHEREAS, Belton 58 Chopper, LLC (Developer) would like to redevelop the southwest intersection of 58 HWY and I-49; and

WHEREAS, the City, Belton 58 Chopper LLC, and Missouri Department of Transportation (MoDOT) have determined certain improvements are needed along 58 HWY to accommodate redevelopment, and MoDOT is requiring traffic analyses be performed to better understand the impacts and identify solutions; and

WHEREAS, MoDOT intends to make improvements to the 58 HWY and I-49 Interchange in the future, and any adjacent redevelopment and/or public improvements must be made in consideration of that future project; and

WHEREAS, this task agreement with TranSystems Corporation is necessary to determine if redevelopment can occur according to the preliminary site plan. Accompanied with the redevelopment, the City expanded the scope of study to also include from Mullen Road to Bel-Ray Boulevard; and

WHEREAS, the total cost of the study is a not-to-exceed amount of \$23,900.00. Belton 58 Chopper LLC has issued a check to the City in the amount of \$12,500.00. The remaining cost for the study is \$11,400.00 and Belton 58 Chopper LLC is requesting the City pay the remainder and be reimbursed by the Developer through the Transportation Development District (TDD) or other incentive package.

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

SECTION 1. That this resolution is hereby approved for purposes described above.

SECTION 2. The City Manager and Director of Public Works are authorized and directed to execute the task agreement on behalf of the City.

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

READ AND ADOPTED: February 9, 2016

\_\_\_\_\_  
Mayor Jeff Davis

Approved this \_\_\_\_ day of \_\_\_\_\_, 2016.

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 9<sup>th</sup> day of February, 2016 and adopted at a regular meeting of the City Council held the 9<sup>th</sup> day of February, 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

MEETING DATE: February 9, 2016 Regular Session

ASSIGNED STAFF: Jay C. Leipzig, AICP- Director- Community and Economic Development

<input type="checkbox"/> Ordinance	<input checked="" 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

**ISSUE**

Redevelopment of property near 58 HWY and I-49 is being considered and certain public improvements are anticipated. City staff, the Development team, and MoDOT have been working on solutions agreeable to all parties. MoDOT has offered support for certain improvements but requires traffic analyses be performed before MoDOT and FHWA (Federal Highway) will officially consider and approve.

**REQUESTED COUNCIL ACTION**

A resolution approving Task Agreement #2016-15 with TranSystems Corporation under the on-call professional development services agreement to perform traffic analyses necessary to evaluate impacts from adjacent redevelopment along 58 Hwy near Interstate 49 and verify certain improvements are appropriate and meet Missouri Department of Transportation requirements at a not-to-exceed cost of \$23,900.00.

**BACKGROUND**

The City would be the official applicant working in conjunction with Belton 58 Chopper, LLC. There are two components to the Scope of Services. The first component is a scope of services in direct correlation to the redevelopment. The second component is a broader traffic analysis of 58 HWY from Mullen Rd to Bel Ray Boulevard. The total cost of the study is \$23,900. Belton 58 Chopper, LLC has issued a check to the City for \$12,500. The remaining cost for the study is \$11,400. Belton 58 Chopper, LLC is requesting for the City to pay the remainder and be reimbursed through the TDD or other incentive package.

**STAFF RECOMMENDATION**

Staff recommends approval of the resolution.

**ATTACHMENTS**

- Resolution
- Task Agreement

**City of Belton – Public Works  
Task Agreement**

Contract: **On-call Professional Services Agreement**

Ordinance or Resolution: **N/A**

Task Agreement No: **2016-15**

Funding Amount: **\$23,900 (maximum fee)**

Purchase Order No: **N/A**

Project Title: **Traffic Study for NEWCO Development**

Contractor/Consultant (including subs):

**TranSystems Corporation**

Division and Staff Project Manager:

**Public Works - Jeff Fisher/Zach Matteo/Kate Glowacki**

Project Management Manual reviewed: **N/A**

Attachments (Gantt Chart, etc.): **None**

PROJECT Scope (can be in the form of an attachment):

**See attached**

SCHEDULE

**See attached**

**Staff Signatures**

**Partner Signatures**

**Director of Public Works:**  
Jeff Fisher

**City Manager:**

**Project Manager:**  
John Zimmermann, P.E.

**Company Principal (if different):**  
**N/A**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: 

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: **02-04-16**

Date: \_\_\_\_\_

Project Type: Design  Construction  Property Acquisition  Conceptual/Problem Solving  Surveying

Project Discipline(s): Transportation  Planning  Water  Wastewater  Stormwater

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement, Public Works Department, Engineering Division by and between the City and **TranSystems Corporation** (Professional), **dated 2/8/2011 and renewed through 2/8/2021.**

Attach scope of work, budget, and other supporting material

## **Scope of Traffic Engineering Services M-58 Highway and Peculiar Drive Traffic Impact Study**

The project consists of preparing a traffic impact study for development located in the southwest corner of M-58 Highway and Peculiar Road in Belton, Missouri. Relocation of Peculiar Drive is also included as part of the development plan.

1. Inventory the existing study intersections identifying lane configurations, traffic control devices, roadway functional classifications, and speed limits. The study intersections are listed below:
  - ▶ M-58 Highway and Powell Parkway
  - ▶ M-58 Highway and Peculiar Drive
  - ▶ M-58 Highway and I-49 SB Ramps
  - ▶ M-58 Highway and I-49 NB Ramps
  - ▶ M-58 Highway and East Outer Road
  - ▶ Site driveways
2. Coordinate with the Client to obtain a current site plan for the proposed development project that clearly defines building footprints, land uses with intensities, parking areas, internal driveways and access points. The realignment concept for Peculiar Drive will also be included in the site plan.
3. Collect 24-Hour traffic volume counts on Peculiar Drive and on M-58 Highway during a typical weekday, Saturday, and Sunday. Identify the weekend peak hour from the data collected and use that time period for data collection and analysis of the weekend peak hour scenario.
4. Request MoDOT to provide previous traffic modeling and future traffic volume projections from for prior traffic analyses for the M-58 Highway and I-49 interchange.
5. Request MoDOT to provide A.M., P.M., and Weekend peak period traffic volume counts during a typical weekday from 7:00 to 9:00 A.M. and 4:00 to 6:00 P.M., and on a typical weekend peak hour at the intersections identified in Task 1. Identify the A.M., P.M., and weekend peak hours from the data collected and use those traffic volumes for the analysis.
6. Calculate daily, A.M., P.M., and weekend peak hour trips for the development using the most current edition of Trip Generation, published by the Institute of Transportation Engineers.
7. Distribute and assign the peak hour trips generated at the site through the study intersections identified in Task 1 and illustrate those assignments. Redistribute existing traffic on Peculiar Drive to Powell Parkway to account for the proposed street network changes.
8. Using the SYNCHRO analysis program, conduct peak hour capacity analyses at the intersections listed in Task 1 for the following development scenarios:
  - ▶ Existing Conditions
  - ▶ Existing Traffic Volumes Redistributed
  - ▶ Redistributed Traffic Volumes plus Development Conditions
  - ▶ Future Conditions



9. Identify the improvements necessary to mitigate the impact of the proposed development on the study intersections, and make recommendations regarding intersection control and lane geometry for the proposed site driveway intersections with public streets.
10. Prepare a report summarizing the findings of the study and provide an unsigned PDF copy to the Client. The report will document the data collected, analysis methodologies, results, and recommendations.
11. Final deliverables will include the documentation required for the City review submittals and up to three additional copies of the report for Client use. The review submittal documents for the City will include two hard copies of the report and a data CD that contains an electronic copy of the report and the analysis files. Additional copies of the report would be available upon request for an additional fee in accordance with the Special and Extra Services provisions of this Agreement.

## **SCOPE OF EXTRA SERVICES**

If requested, TranSystems can perform the Extra Services described below. The scope of extra services was developed in conjunction with city of Belton staff.

1. Inventory the existing driveways and intersections along the study segment of M-58 Highway from Mullen Road to Bel-Ray Boulevard identifying lane configurations and traffic control devices.
2. Request crash data from the City for the study segment for the previous three (3) years. Analyze crash data to identify any crash patterns or tendencies that are evident.
3. Identify opportunities along the study segment to implement access management principals in order to reduce conflicts and congestion. Make recommendations for access management improvements.
4. Develop conceptual figures that illustrate access management improvement recommendations.
5. Prepare a brief report describing the recommended improvements.

***Please note that preparation for and attendance at meetings are not included in this proposal. If requested by the Client, these services will be billed as Additional Services on a time and materials basis in accordance with the general provisions of this Agreement.***

## **SCHEDULE**

TranSystems anticipates that the Basic Services can be completed within six weeks of receiving the executed contract and site plan. The Extra Services can be completed within eight weeks of receiving written authorization.

## **COMPENSATION**

As compensation for the performance of the above described Basic Services, TranSystems will be reimbursed by the Client by payment of hourly rates plus expenses up to a maximum fee of **Fifteen Thousand Four Hundred Dollars (\$15,400.00)**. Invoices will be sent monthly and will be based on TranSystems' total Services actually completed as of the time of billing.

As compensation for the performance of the above described Extra Services, TranSystems will be reimbursed by the Client by payment of hourly rates plus expenses up to a maximum fee of **Eight Thousand Five Hundred Dollars (\$8,500.00)**. Invoices will be sent monthly and will be based on TranSystems' total Services actually completed as of the time of billing.

## **ASSUMPTIONS**

This proposal and TranSystems' agreement to perform the Services is based upon, and subject to, the following assumptions:

1. MoDOT staff will provide peak hour turning movement counts at the existing study intersections listed in Task 1.
2. Existing traffic signal timings for all signalized intersections will be provided by MoDOT staff.
3. Future base flow traffic volumes will be based on projections provided by MoDOT staff.