



**CITY OF BELTON
CITY COUNCIL
REGULAR MEETING
TUESDAY, JANUARY 12, 2016 – 7:00 PM
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

- I. CALL REGULAR MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – COUNCILMAN HOAG
- III. ROLL CALL
- IV. CONSENT AGENDA
One motion, non-debatable, to approve the “recommendations” noted. Any member of the Council may ask for an item to be taken from the consent agenda for discussion and separate action.
 - A. Motion approving the minutes of the December 22, 2015, City Council regular meeting.

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 - B. Motion approving the December 2015 Municipal Police Judge’s Report.

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- V. PERSONAL APPEARANCES
 - A. Sandra McNeil, 110 Myron. Dedication of the Military Order of the Purple Heart Signs.
- VI. ORDINANCES
 - A. Motion approving final reading of Bill No. 2015-100:
AN ORDINANCE CALLING AN ELECTION AND SUBMITTING THE QUESTION TO THE VOTERS ON CONTINUED APPLICATION AND COLLECTION OF LOCAL SALES TAX ON THE TITLING OF MOTOR VEHICLES, TRAILERS, BOATS AND OUTBOARD MOTORS THAT ARE PURCHASED FROM A SOURCE OTHER THAN A LICENSED MISSOURI DEALER; AND AUTHORIZING THE CITY CLERK TO NOTIFY THE CASS COUNTY ELECTION OFFICIAL OF THE APPROVAL OF THIS ORDINANCE AND REQUEST PLACING UPON THE APRIL 5, 2016 ELECTION BALLOT IN THE CITY OF BELTON, MISSOURI.

Ordinance previously distributed.

Pass Fail

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

- B. Motion approving final reading of Bill No. 2015-101:
AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) TO INSTALL AND MAINTAIN PURPLE HEART SIGNS IN THE STATE RIGHT OF WAY.

Ordinance previously distributed.

Pass Fail

- C. Motion approving final reading of Bill No. 2015-102:
AN ORDINANCE AUTHORIZING THE CITY OF BELTON, MISSOURI THROUGH ITS POLICE DEPARTMENT TO RENEW A MAINTENANCE AND SUPPORT AGREEMENT WITH KENTON BROTHERS, INC. FOR THE BUILDING VIDEO SECURITY SYSTEM.

Ordinance previously distributed.

Pass Fail

- D. Motion approving final reading of Bill No. 2015-103:
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A MINOR CONSTRUCTION SERVICES AGREEMENT WITH PHILLIPS HARDY, INC. TO RELOCATE A PORTION OF OIL CREEK WITH APPROXIMATELY 335 CUBIC YARDS OF TYPE 3 ROCK DITCH LINER AS PART OF THE BELTON NEXUS PROJECT.

Ordinance previously distributed.

Pass Fail

- E. Motion approving final reading of Bill No. 2015-104:
AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2016 ADOPTED CITY BUDGET.

Ordinance previously distributed.

Pass Fail

- F. Motion approving first 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.

Paperwork attached.

Page 33 Pass Fail

- G. Motion approving both readings of Bill No. 2016-02:
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A CONSTRUCTION CONTRACT WITH J.A. LILLIG EXCAVATING, INC. FOR THE THIRD PHASE OF THE PROCUREMENT PROCESS FOR THE MULLEN ROAD CULVERT (RCB) REPLACEMENT PROJECT IN A NOT-TO-EXCEED AMOUNT OF \$315,000.

Paperwork attached.

Page 49 Pass Fail

- H. Motion approving first 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.

Paperwork attached.

Page 61 Pass Fail

- I. Motion approving first 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.

Paperwork attached.

Page 69 Pass Fail

- J. Motion approving first 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.

Paperwork attached.

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VII. RESOLUTIONS

A. Motion approving Resolution R2016-01:

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF BELTON AND Y BELTON, LLC REGARDING THE USE OF THE MARKEY REGIONAL DETENTION FACILITY IN LIEU OF PROVIDING ON SITE OR OTHER PRIVATE DETENTION FOR THE PROPERTY LEGALLY DESCRIBED AS LOT 3, BELTON GATEWAY ADDITION FOR THE FAZOLI'S RESTAURANT IN THE AMOUNT OF \$4,386.00.

Paperwork Attached.

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Pass Fail

B. Motion approving Resolution R2016-02:

A RESOLUTION DIRECTING STAFF TO DELAY THE ACCEPTANCE AND PROCESSING OF NEW APPLICATIONS FOR SMOKE SHOPS, HOOKAH BARS, E-CIGARETTE SHOPS, AND VAPOR SHOPS WITHIN THE CITY OF BELTON, MISSOURI, BETWEEN JANUARY 12, 2016 AND JULY 12, 2016.

Paperwork Attached.

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Pass Fail

C. Motion approving Resolution R2016-03:

A RESOLUTION DIRECTING STAFF TO DELAY THE ACCEPTANCE AND PROCESSING OF NEW APPLICATIONS FOR USED CAR BUSINESSES, WITHIN THE CITY OF BELTON, MISSOURI, BETWEEN JANUARY 12, 2016 AND JULY 12, 2016.

Paperwork Attached.

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Pass Fail

VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR'S COMMUNICATIONS

X. CITY MANAGER'S REPORT

XI. MOTIONS

XII. OTHER BUSINESS

XIII. Motion to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1, and that the record be closed.

XIV. ADJOURN

SECTION IV
A

**MINUTES OF THE
BELTON CITY COUNCIL
REGULAR MEETING
DECEMBER 22, 2015
CITY HALL ANNEX
520 MAIN STREET, BELTON, MISSOURI**

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

Councilman Newell led the Pledge of Allegiance to the Flag.

Councilmen present: Mayor Jeff Davis, Councilmen Gary Lathrop, Scott Von Behren, Jeff Fletcher, Bob Newell, Chet Trutzel, Al Hoag, and Dean Van Winkle. Absent: Tim Savage. Also present were Megan McGuire, City Attorney; Ron Trivitt, City Manager; and Andrea Cunningham, Executive Secretary.

CONSENT AGENDA:

Councilman Hoag moved to approve the consent agenda consisting of **a motion approving the minutes of the December 8, 2015, City Council regular meeting; and a motion approving the purchase of vehicle accessories for the four newly acquired police patrol vehicles.** Councilman Von Behren seconded. All present voted in favor. Councilman Savage absent. Consent agenda approved.

ORDINANCES:

Councilman Trutzel moved to approve the amendment of Bill No. 2015-07. The first reading was passed on February 24, 2015, but there have been changes made to the collective bargaining provisions. Councilman Fletcher seconded. All present voted in favor. Councilman Savage absent. Motion carried.

Andrea Cunningham, Executive Secretary, gave the final reading of Bill No. 2015-17, as amended: **AN ORDINANCE ADOPTING PROVISIONS FOR COLLECTIVE BARGAINING WITH POLICE.** Presented by Councilman Trutzel, seconded by Councilman Von Behren. The Council was polled and following vote recorded; Ayes: 8, Councilmen Newell, Hoag, Fletcher, Von Behren, Trutzel, Van Winkle, Lathrop, and Mayor Davis; Noes: None; Absent: 1, Councilman Savage. Bill No 2015-07 was declared passed and in full force and effect as Ordinance No. 2015-4161, subject to mayoral veto.

Andrea Cunningham, Executive Secretary, gave the first reading of Bill No. 2015-80: **AN ORDINANCE APPROVING THE PETITION TO ESTABLISH THE GRAND HILL COMMUNITY IMPROVEMENT DISTRICT; ESTABLISHING THE GRAND HILL COMMUNITY IMPROVEMENT DISTRICT, GENERALLY LOCATED EAST OF THE SOUTH OUTER ROAD OF INTERSTATE 49 ALONG GRAND STREET AND HILL STREET, ALL IN THE CITY OF BELTON, MISSOURI; AND DIRECTING THE CITY CLERK TO REPORT THE CREATION OF THE DISTRICT TO THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT.** Presented by Councilman Hoag, seconded by Councilman Trutzel. First reading was originally postponed on October 13, 2015. Revisions to the ordinance and petition were made since October 13 and are presented here. Councilman Lathrop expressed concerns about what liability the City would have with this CID.

Megan McGuire explained that the City is not responsible for the District. Grand Hill is petitioning the City to allow them to form the CID, set up the fee collection, etc. The fee collection is done through the county not the City. The District would still have to comply with our City standards. Public Works will inspect and monitor the work, but is not responsible for maintenance. This was addressed with Mr. Panek and his attorney. Ms. McGuire also said there will be continuing negotiations on the cooperative agreement before any permitting is done. There have been some code enforcement issues in the Grand Hill area. Tamara Schenke, Code Enforcement Officer, has been working with the tenants to address them. Seventeen letters were sent out to the building owners. Councilman Lathrop said the 1 ½" line to be installed seems really small. Jeff Fisher, Public Works Director, said the City is still working on this with the engineer. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed. **Councilman Lathrop moved to hear the final reading.** Councilman Trutzel seconded. All present voted in favor. The final reading was read. Presented by Councilman Hoag, seconded by Councilman Trutzel. The Council was polled and following vote recorded; Ayes: 8, Mayor Davis, Councilmen Newell, Trutzel, Hoag, Van Winkle, Fletcher, Lathrop, and Von Behren; Noes: None; Absent: 1, Councilman Savage. Bill No 2015-80 was declared passed and in full force and effect as Ordinance No. 2015-4162, subject to mayoral veto.

Councilman Hoag moved to reconsider Bill No. 2015-99: **AN ORDINANCE APPROVING THE RE-APPROPRIATION & REVISION OF THE FISCAL YEAR 2016 ADOPTED CITY BUDGET TO REFLECT THE SALARY IMPLICATIONS FOR ADDING ONE ASSISTANT FIRE MARSHAL POSITION AND DELETING ONE ASSISTANT FIRE CHIEF POSITION UNDER THE BELTON FIRE DEPARTMENT REORGANIZATION PLAN.** Councilman Trutzel seconded. First reading was passed on December 8, 2015, but final reading failed because it did not receive five affirmative votes. All present voted in favor of the motion to reconsider. Councilman Savage absent. Motion to reconsider passed.

Councilman Newell moved to approve the amendment of Bill No. 2015-99. First reading was passed on December 8, 2015, but there have been changes to the budget numbers. Councilman Hoag seconded. All present voted in favor. Councilman Savage absent. Motion carried.

Andrea Cunningham, Executive Secretary, gave the final reading of Bill No. 2015-99, as amended: **AN ORDINANCE APPROVING THE RE-APPROPRIATION & REVISION OF THE FISCAL YEAR 2016 ADOPTED CITY BUDGET TO REFLECT THE SALARY IMPLICATIONS FOR ADDING ONE ASSISTANT FIRE MARSHAL POSITION AND DELETING ONE ASSISTANT FIRE CHIEF POSITION UNDER THE BELTON FIRE DEPARTMENT REORGANIZATION PLAN.** Presented by Councilman Trutzel, seconded by Councilman Hoag. The Council was polled and following vote recorded; Ayes: 8, Councilmen Hoag, Fletcher, Von Behren, Van Winkle, Mayor Davis, Councilmen Trutzel, Lathrop, and Newell; Noes: None; Absent: 1, Councilman Savage. Bill No 2015-99 was declared passed and in full force and effect as Ordinance No. 2015-4163, subject to mayoral veto.

Andrea Cunningham, Executive Secretary, gave the first reading of Bill No. 2015-100: **AN ORDINANCE CALLING AN ELECTION AND SUBMITTING THE QUESTION TO THE VOTERS ON CONTINUED APPLICATION AND COLLECTION OF LOCAL SALES TAX ON THE TITLING OF MOTOR VEHICLES, TRAILERS, BOATS AND OUTBOARD MOTORS THAT ARE PURCHASED FROM A SOURCE OTHER THAN A LICENSED MISSOURI DEALER; AND AUTHORIZING THE CITY CLERK TO NOTIFY THE CASS COUNTY ELECTION OFFICIAL OF THE APPROVAL OF THIS ORDINANCE AND REQUEST PLACING UPON THE APRIL 5, 2016 ELECTION BALLOT IN THE CITY OF BELTON, MISSOURI.** Presented by Councilman Hoag,

seconded by Councilman Lathrop. Mayor Davis explained this is not a new tax. We need to pass this in April. The City could lose an estimated \$200,000 if it's not passed. That will affect all aspects of City life (streets, public works, etc.) Ron Trivitt said this tax has always been there for titling vehicles purchased out of state. Councilman Van Winkle added this also keeps business in Missouri vs. going out of state. That's why it's so important to border cities. Vote of the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

Andrea Cunningham, Executive Secretary, gave the first reading of Bill No. 2015-101: **AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) TO INSTALL AND MAINTAIN PURPLE HEART SIGNS IN THE STATE RIGHT OF WAY.** Presented by Councilman Hoag, seconded by Councilman Von Behren. Vote of the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

Andrea Cunningham, Executive Secretary, gave the first reading of Bill No. 2015-102: **AN ORDINANCE AUTHORIZING THE CITY OF BELTON, MISSOURI THROUGH ITS POLICE DEPARTMENT TO RENEW A MAINTENANCE AND SUPPORT AGREEMENT WITH KENTON BROTHERS, INC. FOR THE BUILDING VIDEO SECURITY SYSTEM.** Presented by Councilman Lathrop, seconded by Councilman Hoag. Police Chief James Person said it is a continuation of an agreement that they previously had. Vote of the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

Andrea Cunningham, Executive Secretary, gave the first reading of Bill No. 2015-103: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A MINOR CONSTRUCTION SERVICES AGREEMENT WITH PHILLIPS HARDY, INC. TO RELOCATE A PORTION OF OIL CREEK WITH APPROXIMATELY 335 CUBIC YARDS OF TYPE 3 ROCK DITCH LINER AS PART OF THE BELTON NEXUS PROJECT.** Presented by Councilman Newell, seconded by Councilman Hoag. Mayor Davis asked how Jeff Fisher chose Phillips Hardy to do the project. Mr. Fisher said they did the Menards and Marky Parkway project. They're already in town. Vote of the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

Andrea Cunningham, Executive Secretary, gave the first reading of Bill No. 2015-104: **AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2016 ADOPTED CITY BUDGET.** Presented by Councilman Hoag, seconded by Councilman Trutzel. This is to pay for part of the construction of the water tower at Markey Park. Missouri Department of Natural Resources determined that \$3000 was ineligible for SRF Funding. Vote of the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

RESOLUTIONS:

Andrea Cunningham, Executive Secretary, read Resolution R2015-48: **A RESOLUTION APPROVING TASK AGREEMENT #2015-1 WITH PYRAMID EXCAVATION AND CONSTRUCTION, INC. TO MAKE NECESSARY REPAIRS TO THE SANITARY SEWER LINE BETWEEN HACKBERRY AND 4TH STREET AT A NOT TO EXCEED COST OF \$25,000.** Presented by Councilman Hoag, seconded by Councilman Van Winkle. Mr. Fisher explained that the clay sewer pipe failed and deteriorated quickly. Pyramid Excavation

was the best bid. Vote of the resolution was recorded with all present voting in favor. Councilman Savage absent. Resolution passed.

CITY COUNCIL LIAISON REPORTS:

Councilman Trutzel reported on the Solid Waste Task Force meeting. They are discussing the single trash hauler. It will reduce cost to the community and reduce the impact on the streets and environment. The goal is to improve community appeal. They discussed possibly holding off on pursuing the single hauler for a short amount of time because a local company was bought out by a national company. They also discussed possibly doing a public online survey, having a particular business license for trash haulers, and contacting cities that have already made the switch to a single hauler.

Councilman Fletcher reported on the Park Board meeting. The Park Board is working on their budget. They discussed a possible contract for mowing instead of doing it in-house. Soon the East entrance to the community center will be exit only.

MAYOR'S COMMUNICATIONS:

Councilman Newell's mom and Peggy Dryden passed away.

Councilman Fletcher reminded everyone that the Emergency Management Appreciation night will be at Memorial Station on January 29, at 6:30 P.M.


CITY MANAGER'S REPORT:

January 12, 2016, will be our next regular meeting. Everyone agreed to cancel the January 5, 2016, work session.

OTHER BUSINESS:

Councilman Trutzel said a new place for semi parking is in the Kohl's parking lot. We need to look into this.

Being no further business, Councilman Lathrop moved to adjourn at 7:35 P.M. Councilman Hoag seconded. All voted in favor. Meeting adjourned.



Andrea Cunningham, Executive Secretary

Jeff Davis, Mayor

SECTION IV
B

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

COURT DATES: 12/2/15; 12/9/15;12/16/15;12/30/15


MUNICIPAL JUDGE

1/4/16

DATE

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

CITY CLERK

DATE



Payment Plan Reports - *collected*

Belton

Monday, January 04, 2016 11:01 AM

Payment Detail Listing From 12/01/2015 - 12/31/2015

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid
PP0000012	SULLIVAN, BETTY JANE	12/18/2015	396736	R00027081	121155559-1	\$40.00
PP0000012 Totals:						\$40.00
PP0000063	EVANS, JOHNNY LEE	12/15/2015	396570	R00027049	121156589-1	\$100.00
		12/29/2015	396978	R00027173	121156589-1	\$48.00
PP0000063 Totals:						\$148.00
PP0000114	ESTELL, MIA LAFRANTZ	12/10/2015	396387	R00026985	121165993-1	\$25.00
PP0000114 Totals:						\$25.00
PP0000143	GIVAN, JEFFREY D	12/03/2015	395816	R00026816	140789284F-1	\$43.50
		12/03/2015	395816	R00026816	140789285-1	\$17.50
PP0000143 Totals:						\$61.00
PP0000170	RIDGE, JOHNATHAN ALLEN	12/03/2015	395875	R00026817	140791166-1	\$113.00
		12/03/2015	395875	R00026817	121167390-1	\$187.00
* PP0000170 Totals:						\$300.00
PP0000197	WARREN, HALEY BREANNE	12/15/2015	396548	R00027033	121164273-1	\$113.00
		12/15/2015	396548	R00027033	121164272-1	\$196.00
* PP0000197 Totals:						\$309.00
PP0000203	COLBERT, PHILLIP R	12/31/2015	397126	R00027223	121164833-1	\$48.00
PP0000203 Totals:						\$48.00
PP0000218	JONES, BEATRICE CAROLYN	12/04/2015	395939	R00026836	121163773-1	\$10.00
		12/04/2015	395939	R00026836	121163774-1	\$40.00
		12/31/2015	397120	R00027221	121163775-1	\$40.00
		12/31/2015	397120	R00027221	121163774-1	\$10.00
PP0000218 Totals:						\$100.00
PP0000238	SCHWACH, NICOLE L	12/30/2015	397071	R00027215	121167248-1	\$87.00
		12/30/2015	397071	R00027215	121167247-1	\$13.00
PP0000238 Totals:						\$100.00
PP0000268	BRUCE, BRIDGETTE E	12/30/2015	396996	R00027186	121152346-1	\$10.00
PP0000268 Totals:						\$10.00
PP0000273	DUFFEY, JOSHUA WILLIAM	12/30/2015	397028	R00027203	121167310F-1	\$100.00
		12/30/2015	397028	R00027203	121167310-1	\$8.00
PP0000273 Totals:						\$108.00
PP0000285	DAVIS, STELLA M	12/15/2015	396562	R00027043	140789815-1	\$35.00
PP0000285 Totals:						\$35.00
PP0000307	MACEK, SEAN BRIAN	12/08/2015	396089	R00026902	140793153-1	\$20.00
PP0000307 Totals:						\$20.00
PP0000313	CHILOW, GINA LOUISE	12/04/2015	395948	R00026841	121166228-1	\$20.00
PP0000313 Totals:						\$20.00
PP0000321	CRABBS, NATHAN LEE	12/21/2015	396806	R00027113	101904262-1	\$55.00
PP0000321 Totals:						\$55.00
PP0000330	PLUMB, WALTER FLETCHER	12/30/2015	397034	R00027207	121166457F-1	\$100.00
		12/30/2015	397034	R00027207	121166458-1	\$27.00
		12/30/2015	397034	R00027207	121166457-1	\$73.00
PP0000330 Totals:						\$200.00
PP0000334	DAY, JOSEPH ALLEN	12/15/2015	396547	R00027031	140793094-1	\$25.00
PP0000334 Totals:						\$25.00
PP0000339	HARRIS, ASHLEY BLAKE	12/02/2015	395675	R00026755	140791008-1	\$30.00
* PP0000339 Totals:						\$30.00
PP0000340	PADGETT, JESSICA LEIGH	12/15/2015	396555	R00027039	121166560-1	\$20.00
PP0000340 Totals:						\$20.00

* Indicates an overpayment was made on the Payment Plan

PP0000342	BIVENS, ROBERT J	12/30/2015	397066	R00027212	140790631-1	\$40.00
PP0000342 Totals:						\$40.00
PP0000347	MUTURI, TWILA S	12/01/2015	395608	R00026721	121165517-1	\$8.00
* PP0000347 Totals:						\$8.00
PP0000365	COX, DEREK A JR	12/07/2015	396027	R00026850	121165519-1	\$3.00
		12/07/2015	396027	R00026850	121165520-1	\$17.00
		12/15/2015	396569	R00027048	121165520-1	\$20.00
PP0000365 Totals:						\$40.00
PP0000366	PETERSON, WILLIAM DOUGLAS	12/08/2015	396112	R00026903	121165057-1	\$33.00
PP0000366 Totals:						\$33.00
PP0000384	SHACKELFORD, SHAWNTE NICOLE	12/12/2015	396436	R00027007	121161845-1	\$50.00
		12/24/2015	396873	R00027144	121161845-1	\$8.00
		12/24/2015	396873	R00027144	121161844-1	\$42.00
PP0000384 Totals:						\$100.00
PP0000388	DAY, JULLIANNA MARIE	12/02/2015	395737	R00026787	140790633-1	\$30.00
		12/24/2015	396876	R00027147	140790633-1	\$30.00
PP0000388 Totals:						\$60.00
PP0000393	LIGGINS, CARTEZ DEVON	12/15/2015	396563	R00027045	081133735-1	\$50.00
PP0000393 Totals:						\$50.00
PP0000394	HARTON, KASHEY LEYANNA	12/15/2015	396549	R00027034	140791252-1	\$100.00
PP0000394 Totals:						\$100.00
PP0000396	LEWIS, LORENZO STACEY	12/09/2015	396172	R00026940	121167005-1	\$25.00
PP0000396 Totals:						\$25.00
PP0000397	JAMES, RODNEY SCOTT	12/04/2015	395940	R00026837	140791924-1	\$100.00
PP0000397 Totals:						\$100.00
PP0000403	JANUARY, DAVID SHANE	12/04/2015	395943	R00026839	140790699-1	\$100.00
		12/18/2015	396749	R00027094	140790699-1	\$93.00
PP0000403 Totals:						\$193.00
PP0000408	MEDINA, MARTHA ELENA	12/30/2015	397024	R00027199	140793378-1	\$125.00
PP0000408 Totals:						\$125.00
PP0000416	JONES, VERONICA J	12/21/2015	396790	R00027097	140792512-1	\$40.00
PP0000416 Totals:						\$40.00
PP0000424	PICKERING, CHRISTOPHER	12/31/2015	397092	R00027219	140793142-1	\$20.00
PP0000424 Totals:						\$20.00
PP0000427	PITTS, ANTOINE O	12/15/2015	396546	R00027032	140791144-1	\$50.00
PP0000427 Totals:						\$50.00
PP0000433	RAMOS, DEANDRE J	12/01/2015	395626	R00026725	140788913-1	\$40.00
		12/15/2015	396550	R00027035	140788913-1	\$40.00
PP0000433 Totals:						\$80.00
PP0000435	COOK, JEFFERY WAYNE	12/07/2015	396075	R00026889	140789997-1	\$50.00
		12/21/2015	396804	R00027111	140793472-1	\$12.00
		12/21/2015	396804	R00027111	140789997-1	\$38.00
PP0000435 Totals:						\$100.00
PP0000436	ASHFORD, LINDSAY CLAIRE	12/04/2015	395913	R00026831	140792094-1	\$25.00
PP0000436 Totals:						\$25.00
PP0000438	WHITE, MARQUIS DANAE	12/30/2015	397052	R00027210	140793404-1	\$150.00
PP0000438 Totals:						\$150.00
PP0000439	POWERS, CHRISTOPHER C	12/11/2015	396427	R00027004	121165053-1	\$23.00
PP0000439 Totals:						\$23.00
PP0000440	CORDES, VERA P	12/01/2015	395634	R00026731	140791091-1	\$50.00
		12/15/2015	396556	R00027040	140791091-1	\$23.00
		12/15/2015	396556	R00027040	140791092-1	\$27.00
PP0000440 Totals:						\$100.00
PP0000452	NORTHWEATHER, JOHN PHILLIP	12/15/2015	396568	R00027047	140793980-1	\$41.00
		12/15/2015	396568	R00027047	140793979-1	\$59.00
PP0000452 Totals:						\$100.00

* Indicates an overpayment was made on the Payment Plan

PP0000455	CLIFTON, ANTHONY JOE JR	12/10/2015	396346	R00026979	101912823-1	\$75.00
PP0000455 Totals:						\$75.00
PP0000461	GREEN, JAMIE MARIE	12/02/2015	395679	R00026759	140793539-1	\$50.00
* PP0000461 Totals:						\$50.00
PP0000463	VAUGHN-HORTON, JORDAN LEE	12/07/2015	396029	R00026852	140793580-1	\$50.00
PP0000463 Totals:						\$50.00
PP0000467	WILLIAMS, ALEE'HA SIMONE	12/09/2015	396195	R00026947	140790819-1	\$20.00
PP0000467 Totals:						\$20.00
PP0000471	MAYS, PARRISH R	12/02/2015	395674	R00026753	140791801-1	\$20.00
		12/02/2015	395674	R00026753	140791802-1	\$30.00
		12/10/2015	396385	R00026983	140791802-1	\$45.00
* PP0000471 Totals:						\$95.00
PP0000472	NOY, JOJUAN JALEEL	12/30/2015	397067	R00027213	140793278-1	\$50.00
PP0000472 Totals:						\$50.00
PP0000474	MANCILLA, DIANA RUBY	12/22/2015	396836	R00027122	140794103-1	\$50.00
PP0000474 Totals:						\$50.00
PP0000476	HENRY, TASHA RENE	12/22/2015	396816	R00027117	140790123-1	\$20.00
PP0000476 Totals:						\$20.00
PP0000478	WEITL, SCOTT L	12/13/2015	396438	R00027009	140790728-1	\$40.00
		12/13/2015	396438	R00027009	140790729-1	\$65.00
PP0000478 Totals:						\$105.00
PP0000479	WILLIAMS, MISTY RACHELLE	12/30/2015	397056	R00027211	140790758-1	\$10.00
		12/30/2015	397056	R00027211	140790761-1	\$10.00
PP0000479 Totals:						\$20.00
PP0000480	GREENWOOD, JESSICA JOYA	12/01/2015	395652	R00026741	140789164-1	\$50.00
PP0000480 Totals:						\$50.00
PP0000485	MASON, DERRAIN LOUIS	12/26/2015	396877	R00027148	140791168-1	\$77.00
* PP0000485 Totals:						\$77.00
PP0000487	SPEARS, STEPHANIE R	12/07/2015	396063	R00026880	121165060-1	\$25.00
		12/22/2015	396837	R00027123	121165060-1	\$25.00
PP0000487 Totals:						\$50.00
PP0000491	DUNN, LEVI A	12/30/2015	397033	R00027206	140792607-1	\$100.00
PP0000491 Totals:						\$100.00
PP0000492	OLIVER, ARYIAN K	12/30/2015	397035	R00027208	101909753-1	\$225.00
		12/30/2015	397035	R00027208	101909754-1	\$16.50
PP0000492 Totals:						\$241.50
PP0000496	BROWN, BRANDI NICOLE	12/02/2015	395683	R00026761	101904391-1	\$50.00
		12/14/2015	396513	R00027027	101904391-1	\$20.00
		12/14/2015	396513	R00027027	101904390-1	\$50.00
PP0000496 Totals:						\$120.00
PP0000499	THOMSON, TARA JO	12/03/2015	395880	R00026825	140791170-1	\$212.50
* PP0000499 Totals:						\$212.50
PP0000500	KUDRA, AMY CHRISTINE	12/18/2015	396747	R00027092	140790015-1	\$4.25
		12/18/2015	396747	R00027092	140789162-1	\$39.75
PP0000500 Totals:						\$44.00
PP0000501	MOSES, BRENDA DE	12/18/2015	396748	R00027093	140790075F-1	\$50.00
		12/18/2015	396748	R00027093	140790075-1	\$50.00
PP0000501 Totals:						\$100.00
PP0000506	KANEASTER, JENNIFER ANN	12/01/2015	395648	R00026737	140792678-1	\$113.00
* PP0000506 Totals:						\$113.00
PP0000508	BARBER, CHRYSTAL LYNN	12/08/2015	396120	R00026910	140793198-1	\$57.00
PP0000508 Totals:						\$57.00
PP0000509	DUNHAM, JENNIFER MARIE	12/15/2015	396554	R00027037	140794603-1	\$50.00
PP0000509 Totals:						\$50.00
PP0000510	MCKINZY, CRISSA JONNE'	12/16/2015	396613	R00027062	140790066-1	\$25.00
PP0000510 Totals:						\$25.00

* Indicates an overpayment was made on the Payment Plan

PP0000511	SETZER, DAMIAN EARL	12/03/2015	395885	R00026826	140793328-1	\$100.00
PP0000511 Totals:						\$100.00
PP0000516	ROBINSON, ANDREW SCOT	12/08/2015	396117	R00026905	121164728-1	\$50.00
PP0000516 Totals:						\$50.00
PP0000518	HILTNER, JOHN D	12/11/2015	396426	R00027003	140794136-1	\$50.00
PP0000518 Totals:						\$50.00
PP0000520	BAYSINGER, MICHAEL E	12/02/2015	395673	R00026751	140791865-1	\$100.00
PP0000520 Totals:						\$100.00
PP0000523	HUGGINS, BRANDON LEE	12/28/2015	396955	R00027165	140790092-1	\$25.00
PP0000523 Totals:						\$25.00
PP0000534	MCKNIGHT, HAILEY RENE	12/14/2015	396502	R00027012	140791903-1	\$7.00
		12/14/2015	396502	R00027012	140791765-1	\$33.00
PP0000534 Totals:						\$40.00
PP0000535	FOSTER, DANIEL W	12/14/2015	396507	R00027016	140795059-1	\$129.50
PP0000535 Totals:						\$129.50
PP0000541	JOHNSON, JOSHUA B	12/07/2015	396066	R00026882	140795032-1	\$100.00
PP0000541 Totals:						\$100.00
PP0000542	PAYNE, JUSTIN DANIEL	12/09/2015	396183	R00026943	140795031-1	\$129.50
PP0000542 Totals:						\$129.50
PP0000545	HAWKINS, RIKKI SHAE	12/01/2015	395641	R00026735	140789014-1	\$100.00
		12/29/2015	396987	R00027178	140789014-1	\$100.00
PP0000545 Totals:						\$200.00
PP0000546	PARKER, REBECCA MICHEL	12/01/2015	395650	R00026739	140791215-1	\$40.00
		12/14/2015	396509	R00027021	140791215-1	\$40.00
		12/29/2015	396980	R00027175	140791295-1	\$37.00
		12/29/2015	396980	R00027175	140791215-1	\$3.00
PP0000546 Totals:						\$120.00
PP0000548	RODRIGUEZ, RICHARD J	12/17/2015	396695	R00027071	140794140-1	\$50.00
PP0000548 Totals:						\$50.00
PP0000551	RODRIGUEZ, DAYMON FRANK	12/02/2015	395682	R00026763	140795589-1	\$263.00
* PP0000551 Totals:						\$263.00
PP0000554	KERN, DEBORAH CLAIRE	12/16/2015	396612	R00027061	121167025-1	\$31.00
		12/16/2015	396612	R00027061	140790464-1	\$19.00
		12/30/2015	397013	R00027188	140790464-1	\$50.00
PP0000554 Totals:						\$100.00
PP0000556	FOREMAN, XERXES MALCOLM	12/30/2015	397018	R00027193	121164946-1	\$50.00
PP0000556 Totals:						\$50.00
PP0000558	ROBERTS, JESSE A	12/30/2015	397027	R00027202	140794782-1	\$100.00
PP0000558 Totals:						\$100.00
PP0000559	DUNCAN, CHURON LATRICE	12/14/2015	396505	R00027014	140790744-1	\$100.00
PP0000559 Totals:						\$100.00
PP0000563	BARNES, TAMMY	12/31/2015	397128	R00027225	140793974-1	\$9.00
		12/31/2015	397129	R00027226	140793991-1	\$29.50
		12/31/2015	397130	R00027227	140793992-1	\$29.50
* PP0000563 Totals:						\$68.00
PP0000564	PUGH, DUSTIN MATTHEW	12/04/2015	395950	R00026843	140794787-1	\$2.00
		12/04/2015	395950	R00026843	140794786-1	\$113.00
PP0000564 Totals:						\$115.00
PP0000565	MEERKATZ, LOREN WAYNE	12/07/2015	395957	R00026847	140795043-1	\$25.00
PP0000565 Totals:						\$25.00
PP0000566	MCCUBBINS, LONA RENEE	12/31/2015	397161	R00027230	140795041-1	\$54.50
PP0000566 Totals:						\$54.50
PP0000567	CALLAHAN, ALBERT L	12/01/2015	395654	R00026743	140793715-1	\$45.00
		12/11/2015	396412	R00026989	140793715-1	\$88.00
PP0000567 Totals:						\$133.00
PP0000568	JOHNSON, KRIS M	12/02/2015	395685	R00026765	140792845-1	\$25.00
PP0000568 Totals:						\$25.00

* Indicates an overpayment was made on the Payment Plan

PP0000569	BRENNAN, KERRY ANN	12/29/2015	396981	R00027176	140793988-1	\$69.50
PP0000569 Totals:						\$69.50
PP0000574	CLARK, AARON RUSSELL	12/14/2015	396506	R00027015	101904123-1	\$70.00
PP0000574 Totals:						\$70.00
PP0000576	WELLMANN, AMBER E	12/29/2015	396989	R00027180	140794293-1	\$100.00
PP0000576 Totals:						\$100.00
PP0000577	RUBI, FERNANDO (X)	12/02/2015	395748	R00026790	140792111-1	\$175.00
		12/02/2015	395748	R00026790	140792110-1	\$125.00
		12/09/2015	396146	R00026916	140792110-1	\$100.00
* PP0000577 Totals:						\$400.00
PP0000578	BRUNE, DANNY J	12/18/2015	396735	R00027080	140792848-1	\$100.00
PP0000578 Totals:						\$100.00
PP0000581	SHANKS, ROBERT MICHAEL	12/02/2015	395764	R00026795	140794731-1	\$175.00
PP0000581 Totals:						\$175.00
PP0000582	BEST, KEANU RICARDO	12/04/2015	395947	R00026840	140792742-1	\$50.00
		12/14/2015	396500	R00027010	140792742-1	\$50.00
PP0000582 Totals:						\$100.00
PP0000583	TOOPS, RONALD LEE	12/11/2015	396390	R00026988	140794195-1	\$140.00
		12/23/2015	396849	R00027125	140794195-1	\$110.00
* PP0000583 Totals:						\$250.00
PP0000587	BEARD, AMANDA RENEE	12/10/2015	396388	R00026986	140790890-1	\$75.00
PP0000587 Totals:						\$75.00
PP0000589	FLOWERS, TIFFANY JEAN	12/11/2015	396389	R00026987	140794737-1	\$50.00
		12/24/2015	396874	R00027145	140794738-1	\$5.00
		12/24/2015	396874	R00027145	140794737-1	\$45.00
PP0000589 Totals:						\$100.00
PP0000590	MYERS-SUMMERS, MARISSA D	12/18/2015	396750	R00027095	140794182-1	\$50.00
PP0000590 Totals:						\$50.00
PP0000591	ROUSE, JOSHUA MICHAEL	12/02/2015	395797	R00026805	140790889-1	\$40.00
PP0000591 Totals:						\$40.00
PP0000592	BAKER, NAYMONIC SHANEY	12/04/2015	395949	R00026842	140794665-1	\$29.50
PP0000592 Totals:						\$29.50
PP0000594	PAYAN, GERARDO LUIS	12/02/2015	395806	R00026810	140794639-1	\$100.00
		12/29/2015	396993	R00027184	140794654-1	\$27.00
		12/29/2015	396993	R00027184	140794657-1	\$10.00
		12/29/2015	396993	R00027184	140794639-1	\$13.00
PP0000594 Totals:						\$150.00
PP0000597	MOSES, DA'SHON L	12/18/2015	396696	R00027072	140794651-1	\$50.00
PP0000597 Totals:						\$50.00
PP0000599	WATSON, GEOFFREY K	12/23/2015	396872	R00027143	140791860-1	\$150.00
PP0000599 Totals:						\$150.00
PP0000605	KISSICK, MCKENZIE ANN	12/30/2015	397014	R00027189	140792894-1	\$30.00
PP0000605 Totals:						\$30.00
PP0000606	JOHNSON, BRANDI L	12/18/2015	396738	R00027083	140791057-1	\$50.00
PP0000606 Totals:						\$50.00
PP0000607	HAMILTON, JOSEPH RANDALL	12/16/2015	396599	R00027056	140791899-1	\$150.00
		12/30/2015	397026	R00027201	140791899-1	\$50.00
PP0000607 Totals:						\$200.00
PP0000608	DILLON, CHRISTOPHER THOMAS	12/09/2015	396256	R00026967	140794804-1	\$100.00
		12/30/2015	397015	R00027190	140794804-1	\$125.00
PP0000608 Totals:						\$225.00
PP0000611	HAMILTON, WAYMON JR	12/14/2015	396501	R00027011	140794680-1	\$50.00
		12/21/2015	396805	R00027112	140794680-1	\$50.00
		12/28/2015	396953	R00027163	140794680-1	\$50.00
PP0000611 Totals:						\$150.00
PP0000613	BARTHOLOME, JUSTIN VAUGHN	12/31/2015	397163	R00027232	140793813-1	\$125.00
PP0000613 Totals:						\$125.00

* Indicates an overpayment was made on the Payment Plan

PP0000616	HOWARD, KASSIE JUNE	12/29/2015	396991	R00027182	140795050-1	\$100.00
PP0000616 Totals:						\$100.00
PP0000618	SCHLUND, MARK G	12/09/2015	396302	R00026977	140794708-1	\$10.00
		12/09/2015	396302	R00026977	140794709-1	\$10.00
PP0000618 Totals:						\$20.00
PP0000626	ESPINO, BRANDY N	12/18/2015	396745	R00027090	140794247-1	\$25.00
PP0000626 Totals:						\$25.00
PP0000636	FASE, BERNICE RENEE	12/30/2015	397069	R00027214	121164287-1	\$50.00
PP0000636 Totals:						\$50.00

Report Totals

\$10,002.50

* Indicates an overpayment was made on the Payment Plan



My Filed Or Closed Cases Listing

Belton

1/4/2016 1:41:04 PM

Totals For Filed Date From 12/01/2015 To 12/31/2015

Posted Fee Totals For Posted Date From 12/01/2015 To 12/31/2015

Violations By Filed Date

City Ordinance	105
IPMC CODE	2
MOVING TRAFFIC	358
Parking	2
Traffic	94
UNIFIED DEVELOPMENT CODE	2
Total Violations Filed:	563

Violations Completed-Paid Fines By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	3
MOVING TRAFFIC	61
Traffic	70
CL	134
Total Violations Completed-Paid Fines:	134

Violations Completed-Before Judge By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	89
IPMC CODE	1
MOVING TRAFFIC	52
Traffic	104
CL	246

D\$-DISMISSED SC PP RECALCULATED/PAID

City Ordinance	16
D\$	16



My Filed Or Closed Cases Listing

Belton

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Totals For Filed Date From 12/01/2015 To 12/31/2015

Posted Fee Totals For Posted Date From 12/01/2015 To 12/31/2015

Violations Completed-Before Judge By Filed Date

DC-Dismissed by Complainant

City Ordinance	6	
DC		6

DI-CLOSED BY SIS

City Ordinance	3	
MOVING TRAFFIC	6	
DI		9

DP-Dismissed by Prosecutor

City Ordinance	6	
MOVING TRAFFIC	35	
Traffic	3	
DP		44

DW-DISMISSED NO WITNESS

City Ordinance	3	
DW		3

DX-FOUND NOT GUILTY AT TRIAL

City Ordinance	8	
IPMC CODE	1	
MOVING TRAFFIC	51	
Traffic	5	
DX		65

Total Violations Completed-Before Judge:		389
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My Filed Or Closed Cases Listing

Belton

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Totals For Filed Date From 12/01/2015 To 12/31/2015

Posted Fee Totals For Posted Date From 12/01/2015 To 12/31/2015

Violations Completed-Other By Filed Date

DO-DISMISSED BY OFFICER

City Ordinance	4	
IPMC CODE	2	
DO		6

DP-Dismissed by Prosecutor

City Ordinance	1	
DP		1

DS-DISMISSED STATE CHARGES

MOVING TRAFFIC	1	
DS		1

VD-Voided Docket

City Ordinance	1	
MOVING TRAFFIC	2	
Parking	1	
Traffic	1	
VD		5

Total Violations Completed-Paid Fines: 13



My Filed Or Closed Cases Listing

Belton

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Totals For Filed Date From 12/01/2015 To 12/31/2015

Posted Fee Totals For Posted Date From 12/01/2015 To 12/31/2015

Total Violations Completed-Paid Fines:	134
Total Violations Completed-Before Judge:	389
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	13
Total Violations Completed:	536
Total Violations Filed:	563
Net Difference Filed - Completed:	27

Warrants Issued

City Ordinance	117		
IPMC CODE	11		
MOVING TRAFFIC	114		
Parking	2		
Traffic	56		
UNUSED	3		
Total Warrants Issued:	303	Total Violations:	303

Warrants Cleared

City Ordinance	86		
IPMC CODE	4		
MOVING TRAFFIC	52		
Parking	1		
Traffic	22		
UNUSED	1		
Total Warrants Cleared:	166	Total Violations:	166



My Filed Or Closed Cases Listing

Belton

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Totals For Filed Date From 12/01/2015 To 12/31/2015

Posted Fee Totals For Posted Date From 12/01/2015 To 12/31/2015

Total Warrants Issued:	303
Total Warrants Cleared:	166
Net Difference:	137

Violations Completed-Other Paid By Filed Date

AJ-SUSPENDED IMPOSITION OF SENTEN

City Ordinance	3	
IPMC CODE	3	
MOVING TRAFFIC	2	
AJ		8

CD-Completion date for school(s)

City Ordinance	1	
MOVING TRAFFIC	4	
CD		5

CL-CLOSED FOUND GUILTY

City Ordinance	1	
Traffic	2	
CL		3

CN-Continued Arraignment

City Ordinance	1	
CN		1

CT-Continued Trial

City Ordinance	1	
CT		1



My Filed Or Closed Cases Listing

Belton

1/4/2016 1:41:04 PM

Totals For Filed Date From 12/01/2015 To 12/31/2015

Posted Fee Totals For Posted Date From 12/01/2015 To 12/31/2015

Violations Completed-Other Paid By Filed Date

PP-Payment plan

City Ordinance	15
IPMC CODE	3
MOVING TRAFFIC	27
Traffic	9
PP	54

PV-PROBATION VIOLATION ISSUED

City Ordinance	2
MOVING TRAFFIC	2
PV	4
Total Violations Completed-Other Paid:	76



My Filed Or Closed Cases Listing

Belton

1/4/2016 1:41:04 PM

Posted Fee Totals For Posted Date From 12/01/2015 To 12/31/2015

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$970.00
CC (76)	COURT COSTS	\$3,390.44
CN (CA)	COURT NOTIFCATION AUTOMATION	\$643.58
CVC2 (74)	CRIME VICTIMS CITY	\$124.69
CVS2 (CV)	CRIME VICTIMS STATE	\$2,494.20
DM (82)	DOMESTIC VIOLENCE	\$674.00
DWI (77)	DWI RECOVERY COST	\$400.00
FINE (76)	FINE	\$46,294.43
ILFC (83)	ILF- CITY	\$633.37
IS (IS)	INMATE SECURITY FUND	\$674.00
SR (SR)	SHERIFF RETIREMENT	\$1,049.39
TFC (78)	TRAINING FUND CITY	\$675.63
TFS (81)	TRAINING FUND STATE	\$349.77

Report Totals:

\$58,373.50

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

I. COURT INFORMATION		Contact information same as last report <input checked="" type="checkbox"/>	
Municipality:	Belton	Reporting Period:	12/2015
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
		iNotes	<input checked="" type="checkbox"/>
II. MONTHLY CASELOAD INFORMATION		Alcohol and Drug Related Traffic	Other Traffic
		Non-Traffic Ordinance	
A. cases (citations / informations) pending at start of month		82	2,450
B. cases (citations / informations) filed		7	423
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		0	1
3. court / bench trial - NOT GUILTY		0	54
4. plea of GUILTY in court		7	160
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	118
6. dismissed by court		0	3
7. <i>nolle prosequi</i>		0	38
8. certified for jury trial (not heard in the Municipal Division)		0	0
9. TOTAL CASE DISPOSITIONS		7	374
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]		82	2,499
E. Trial de Novo and / or appeal applications filed		0	0
III. WARRANT INFORMATION (Pre and Post Disposition)		IV. PARKING TICKETS	
1. # issued during reporting period	303	# issued during period:	0
2. # served/withdrawn during reporting period	168	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	1,550		
V. NET DISBURSEMENTS			
Fines	\$46,938.01	Restitution	\$0.00
Clerk/Court Fee (costs)	\$4,023.81	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)	\$970.00
Peace Officer Standards and Training (POST) Commission surcharge	\$349.77	Bond refunds	\$0.00
Crime Victims Compensation (CVC) Fund surcharge	\$2,618.89	Total Other disbursements Use the Supplemental to itemize and enter the total here	\$400.00
Law Enforcement Training (LET) Fund surcharge	\$675.63		
Domestic Violence Shelter surcharge	\$674.00		
Inmate Prisoner Detainee Security Fund surcharge	\$674.00	Total Disbursements	\$58,373.50
Sheriffs' Retirement Fund surcharge	\$1,049.39		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>COURT INFORMATION</u>	Municipality: Belton	Reporting Period: 12/2015
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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.)

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

MEMORY TRANSMISSION REPORT

TIME : 01-04-'16 13:21
FAX NO.1 : 816-331-3179
NAME : Belton Mun. Court

FILE NO. : 004
DATE : 01.04 13:20
TO : OSCA STATE RPT
DOCUMENT PAGES : 3
START TIME : 01.04 13:20
END TIME : 01.04 13:21
PAGES SENT : 3
STATUS : OK

*** SUCCESSFUL TX NOTICE ***

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

AX transmittal

To:	STATISTICS SECTION	Fax:	573-526-0338
From:	Laura Ellis	Date:	1/4/2016
Re:	MUN DIV REPORTING FORM	Pages:	3 INCL THIS PAGE
CC:			
<input type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle			

ATTACHED IS THE NOVEMBER 2015 MUNICIPAL DIVISION REPORTING FORM FOR THE PERIOD DECEMBER 1, 2015 THROUGH DECEMBER 31, 2015 FOR THE BELTON MUNICIPAL COURT.

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

**THANK YOU,
LAURA ELLIS**

CONFIDENTIAL

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

.....

FAX transmittal

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

From: Laura Ellis **Date:** 1/4/2016

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

CC:

Urgent For Review Please Comment Please Reply Please Recycle

ATTACHED IS THE NOVEMBER 2015 MUNICIPAL DIVISION REPORTING FORM FOR THE PERIOD DECEMBER 1, 2015 THROUGH DECEMBER 31, 2015 FOR THE BELTON MUNICIPAL COURT.

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

**THANK YOU,
LAURA ELLIS**



.....

SECTION VI
F

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 \$150,000.00.

WHEREAS, at the April 21, 2015 City Council Work Session, Staff presented information on the 2015 Street Preservation Program including how technology is being used to assist staff in making informed decisions; and

WHEREAS, a quality transportation system (streets, bridges, curbs and sidewalks) is important to a safe and vibrant community, and the City of Belton has been very eager to develop strategies to improve in this area. Staff has been working diligently to assess the system, document the work, and describe the needs so effective strategies can be implemented. Staff has managed the declining revenues by keeping employee costs stable and implementing many other cost-effective measures to reduce some expenditures so that as much actual on the ground work as possible may be performed each year. The City's Transportation System continues to deteriorate at a rate that is impossible to overcome without new funding ideas and new ideas to the approach on maintenance; and

WHEREAS, in 2015 Staff has presented information for street preservation maintenance activities that included several action items as follows:

- 1) Spend preservation funding every other year. This maximizes the dollars spent.
- 2) Focus available resources on maintaining streets meeting current condition standards so they do not fall into the poor/failed range.
- 3) Provide crews with equipment that is efficient and cost effective.
- 4) Utilize technology to manage infrastructure and material usage.
- 5) Development of citizen Cost-Share Program
- 6) Partner with neighboring cities in developing maintenance contracts that maximize dollars.

WHEREAS, the 2015 Street Preservation Program allocated carryover funding from Fiscal Year 2015 and Fiscal Year 2016 funding for overlay (\$225,000), chip seal (\$350,000), and curb repair (\$150,000) in the amount of \$725,000;

WHEREAS, on April 28, 2015 City Council approved Ordinance Number 2015-4094, approving the Contract with Superior Bowen Asphalt Company, LLC for the 2015 Street Preservation Project/Overlay in a not-to-exceed amount of budgeted funds. The Contract Number is 225-2015-1; and

WHEREAS, on July 14, 2015 City Council approved Ordinance Number 2015-4111 approving the Contract with Vance Brothers, Inc. for the 2015 Street Preservation Project/Chip Seal in a not-to-exceed amount of budgeted funds. The Contract Number is 225-2015-3; and

WHEREAS, on July 14, 2015 a bid opening for 2015 Street Preservation Project / Concrete Replacement (Contract Number 225-2015-2) was held at City Hall Annex, Belton, Missouri. Staff only received one bid and decided to modify and re-advertise the project at a later date;

WHEREAS, on November 19, 2015 staff advertised the 2015 Street Preservation Project / Concrete Replacement project (Contract Number 225-2015-2A) and opened bids on December 17, 2015. The apparent low bidder was Terry Snelling Construction, Inc. with a base bid of \$138,678.40 (unit price of \$26.24 per linear foot of curb replaced); and

WHEREAS, the Approved Fiscal Year 2016 Budget allocates funds in the amount of \$150,000.00 for Curb Replacement (225-0000-495-7300 ST 1602). Staff proposes to increase the base bid linear footage by 430 feet to spend the total budgeted funds; and

WHEREAS, Staff invited representatives of Terry Snelling Construction, Inc. for an interview on January 5, 2015. Staff recommends 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 \$150,000.00.

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 2015 Street Preservation 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 Construction Contract with Terry Snelling Construction, Inc. for the 2015 Street Preservation Project / Concrete Replacement in a not-to-exceed amount of \$150,000.00 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: January 12, 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: January 12, 2016

DIVISION: Transportation/Engineering

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

Previously this year as part of the City’s Street Preservation Program, an overlay contract and a chip seal contract were awarded. Staff is now recommending awarding a concrete replacement (entirely curb replacement) contract.

On November 19, 2015, staff advertised a 2015 Street Preservation Project / Concrete Replacement. Submittals including bids and Quality Assurance Plans (QAP) were received, and bids were read aloud on December 17, 2015. The apparent low bidder was Terry Snelling Construction, Inc. with a base bid of \$138,678.40 (unit price of \$26.24 per linear foot of curb replaced).

The Approved Fiscal Year 2016 Budget allocates funds in the amount of \$150,000.00 for Curb Replacement (225-0000-495-7300 ST 1602). Staff proposes to increase the base bid linear footage by 430 feet to spend the total budgeted funds.

Staff recommends awarding the contract to Terry Snelling Construction, Inc. who is considered the best bidder.

PROPOSED CITY COUNCIL MOTION:

At the January 12, 2016 Regular City Council Meeting, approve the first read of an ordinance 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 \$150,000.00.

BACKGROUND:

A quality transportation system (streets, bridges, curbs, and sidewalks) is important to a safe and vibrant community, and the City of Belton has been very eager to develop strategies to improve in this area. Staff has been working diligently to assess the system, document the work, and describe the needs so effective strategies can be implemented.

Staff has managed the static revenues by keeping employee costs stable and implementing many other cost-effective measures to reduce some expenditures so that as much actual on the ground work as possible may be performed each year. The City’s Transportation System continues to deteriorate at a rate that is impossible to overcome without new funding ideas and new ideas to the approach on maintenance. Staff presented information on this year’s Street Preservation Program and show how our technology is being used to make informed decisions at the April 21, 2015 City Council Work Session.

IMPACT/ANALYSIS:

Due to the City's Fiscal Year occurring in April 2016 around the start of the construction season, the 2015 Street Preservation Project / Concrete Replacement project includes a Base Bid and an Alternate Bid anticipating that the Alternate Bid will be incorporated into the contract by change order once the 2017 Fiscal Year Budget is approved.

The Base Bid included 5,285 LF of curb replacement and the Alternate Bid included 12,420 LF of curb replacement. Staff is proposing that the total LF of the Base Bid be adjusted to spend the total amount of budgeted funds. The Base Bid is budgeted in the 2016 Fiscal Year's Budget and the Alternate Bid is included in the proposed budget for the 2017 Fiscal Year's Budget. At this time, Staff is requesting the contract be approved with the adjusted Base Bid as the Contract Price. The Alternate Bid will be awarded if and when the proposed Fiscal Year 2017 budget is adopted with work to follow immediately after. The anticipated change order for that work in Fiscal Year 2017 is attached.

STAFF RECOMMENDATION, ACTION, AND DATE:

At the January 12, 2016 Regular City Council Meeting, approve the first read of an ordinance 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 \$150,000.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance
Exhibit A – Construction Agreement
Bid Tab and QAP Scores
Anticipated Change Order

EXHIBIT A



AGREEMENT

Contract Number 225-2015-2A

Project Title 2015 Street Preservation Project / Concrete Replacement

THIS AGREEMENT is made and entered into on this date _____ between TERRY SNELLING CONSTRUCTION, INC., (CONTRACTOR) as principal, and _____ (SURETY) and BELTON, MISSOURI, a Charter City in the State of Missouri, (OWNER).

OWNER, CONTRACTOR and SURETY, for and in consideration of mutual covenants hereinafter set forth, agree and bind themselves and their respective heirs, executors, administrators, successors and assigns as follows:

Sec. 1. CONTRACTOR shall complete the Work as specified or indicated in the Contract Documents. CONTRACTOR shall furnish all materials, supplies, equipment, and labor and pay labor of all laborers, subcontractors, teamsters, truck drivers, teams and wagons employed, and owners of equipment used on the Work.

Sec. 2. The Contract Documents shall consist of the following component parts.

Addenda 1 Dated 12-7-15
City of Belton Location Maps – Base Bid
City of Belton Location Maps – Alternate Bid
Introductory Information

Table of Contents
Certifications Page
List of Maps

Bidding Requirements

Bidder's Affidavit
Cooperative Procurement
Invitation to Bid
Instructions to Bidders
Quality Assurance Plan Specification
Bid Form and Unit Prices
Bid Bond

Contracting Requirements

Agreement
Performance and Maintenance Bond
Payment Bond
Insurance Certificate
Affidavit of Enrollment in Federal Work Authorization Program and E-Verify
Certificate of Owner's Attorney

- General Contract Conditions
- Supplementary Conditions
- Missouri Prevailing Wage Info and Forms
- Annual Wage Order No. 22
- Missouri Revised Statutes and Code of State Regulations
- Missouri Project Exemption Certificate
- Request for Interpretation
- Change Order
- Work Task Agreement

Notice to Proceed
Notice of Award

Technical Specifications

- APWA Section 2200 Paving
- Section 2200 Paving – City of Belton Supplemental Specification
- Section 2200 Seeding and Sodding – City of Belton Supplemental Specification

Sec. 3. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the amounts determined below (the Contract Price)

	\$	
(Words)		(Figures)

Sec. 4. CONTRACTOR agrees to begin the Work promptly upon the date stated in the "Notice to Proceed" and to complete the Work within the times specified in the Contract Documents, unless further time is granted by OWNER.

Sec. 5. CONTRACTOR agrees and guarantees that the Work herein mentioned shall be constructed without further compensation than that provided for in the Contract Documents. The acceptance of the Work done hereunder and payment therefore shall not be held to prevent the maintenance of an action on CONTRACTOR's bonds for failure to construct said Work in accordance with the Contract Documents.

Sec. 6. Retainage under this AGREEMENT, if any, shall be specified in the Contract Documents.

Sec. 7. CONTRACTOR agrees and guarantees to make good, at its own expense and in accordance with the instructions of OWNER, any and all faulty or defective material or workmanship which may appear in the Work in accordance with and during the period stated by the Contract Documents.

Sec. 8. SURETY guarantees that CONTRACTOR will 1) well and truly perform the covenants contained in the Contract Documents, and 2) pay for the Work and all materials, labor of all laborers, Subcontractors, teamsters, truck drivers, teams and wagons employed, and owners of equipment used on the Work, and for all materials used herein. If the cost of the Work including the cost of performing and furnishing labor, or of furnishing or incorporating equipment and materials is not paid in full by CONTRACTOR, then SURETY hereby agrees to pay for said Work including labor, use of equipment and materials, or any part thereof which is not paid by CONTRACTOR, within the time stated and in accordance with the conditions

provided in SURETY's Payment Bond, which is attached and incorporated herein by reference. This provision shall entitle any and all laborers, truck drivers, teamsters and owners of trucks, teams and wagons who may do Work, and parties who may furnish equipment or materials, on or for the improvement to be made under this AGREEMENT, to sue and recover from SURETY the amount due or unpaid to them by CONTRACTOR. SURETY hereby agrees with OWNER that CONTRACTOR shall well and faithfully perform each and all the terms and agreements in the Contract Documents.

Sec. 9. SURETY agrees that no change, extension of time, alteration or additions to the terms of the Contract Documents or to the Work to be performed thereunder, not including Work to be performed beyond the sum of the Contract Price, shall in any way affect SURETY's obligations on this Contract and Bond. SURETY does hereby waive notice to any such change, extension of time, alterations or additions to the Contract Documents or to the Work. Regarding Work beyond the sum of the Contract Price, CONTRACTOR shall notify SURETY of said Work. Work beyond the sum of the Contract Price shall not be approved by OWNER unless and until SURETY provides written approval to OWNER and CONTRACTOR.

Sec. 10. The OWNER and CONTRACTOR hereto agree that this AGREEMENT in all things shall be governed by the laws of the State of Missouri.

Sec. 11. The CONTRACTOR, and their subcontractor(s) if any, agrees to comply with all applicable federal and state laws and regulations, non-discrimination employment requirements, labor requirements, occupational safety requirements, and local ordinances.

Sec. 12. All of the provisions of this AGREEMENT shall be severable. In the event that any provision of this AGREEMENT is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this AGREEMENT shall be valid unless the court finds the valid provisions of this AGREEMENT are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this AGREEMENT could have included the valid provisions without the invalid provisions; or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 13. The CONTRACTOR expressly warrants that they have employed no third person or party to solicit or obtain this AGREEMENT on their behalf. Breach of this warranty shall constitute adequate cause for the annulment of this AGREEMENT by the OWNER.

Sec. 14. This AGREEMENT shall be binding upon all Parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, CONTRACTOR, SURETY and OWNER's authorized representative have hereunto set their hands and seals respectively, in execution of this Contract.

CONTRACTOR

Name, address, e-mail address and facsimile number of CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of CONTRACTOR.

By: _____
Printed Name: _____
Title: _____

Attested By: _____
Printed Name: _____
Title: _____

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

I hereby certify that I have authority to execute this document on behalf of Surety.

By: _____
Printed Name: _____
Title: _____

Attested By: _____
Printed Name: _____
Title: _____

(Attach seal and Power of Attorney)

BELTON, MISSOURI

Address and facsimile number of City department

Public Works Department

City Hall Annex

520 Main Street

Belton, Missouri 64012

Fax: (816) 322-6973

By: _____

Printed Name: Jeff Davis

Title: Mayor

Attested By: _____

Printed Name: Patti Ledford

Title: City Clerk

(Attach Seal)

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

By: _____

Printed Name: Sheila Erzen

Title: Finance Director, City of Belton, MO



BID TAB

Project Number 225-2015-2A
 Project Title 2015 Street Preservation Project / Concrete Replacement

				Terry Snelling Construction Inc		Phoenix Concrete & Underground, LLC		Lan-Tel Communications & Underground Services, Inc.		Hettinger Excavating, LLC	
QAP Score (50 pts max)				30.38		33.25		12.13		21.00	
Cooperative Agreement (Yes or No)				Yes		Yes		Yes		No	
Item No.	Unit	Quantity	Item Description:	Unit	Extension	Unit	Extension	Unit	Extension	Unit	Extension
1	LF	5,285	Remove and replace 24" PCC Curb, CG-1 or 2 - Hand pour or machine pour	\$ 25.24	\$ 138,678.40	\$ 33.48	\$ 176,941.80	\$ 31.75	\$ 167,798.75	\$ 34.50	\$ 182,332.50
2	LF	12,420	Remove and replace 24" PCC Curb, CG-1 or 2 - Hand pour or machine pour	\$ 26.24	\$ 325,900.80	\$ 30.26	\$ 375,829.20	\$ 31.75	\$ 394,335.00	\$ 34.50	\$ 428,490.00
Total Bid Price: (Base Bid & Bid Alternate)				\$ 464,579.20		\$ 552,771.00		\$ 562,133.75		\$ 610,822.50	

				Freeman Concrete Construction, LLC		Miles Excavating, Inc.		J.M. Fahey Construction Company		Engineer's Estimate	
QAP Score (50 pts max)				25.75		44.88		45.44			
Cooperative Agreement (Yes or No)				Yes		No		No			
Item No.	Unit	Quantity	Item Description:	Unit	Extension	Unit	Extension	Unit	Extension	Unit	Extension
1	LF	5,285	Remove and replace 24" PCC Curb, CG-1 or 2 - Hand pour or machine pour	\$ 36.00	\$ 190,260.00	\$ 38.64	\$ 204,212.40	\$ 41.40	\$ 218,799.00	\$ 27.00	\$ 142,695.00
2	LF	12,420	Remove and replace 24" PCC Curb, CG-1 or 2 - Hand pour or machine pour	\$ 34.70	\$ 430,974.00	\$ 36.68	\$ 455,565.60	\$ 38.25	\$ 475,065.00	\$ 27.00	\$ 335,340.00
Total Bid Price: (Base Bid & Bid Alternate)				\$ 621,234.00		\$ 659,778.00		\$ 693,864.00		\$ 478,035.00	



CHANGE ORDER NO. 1

Contract Number 225-2016-2A

Project Title 2015 Street Preservation Project / Concrete Replacement

Effective Date: _____

Ordinance / Resolution No: 2016-_____

To CONTRACTOR Terry Snelling Construction, Inc.

The Contract is changed as follows: increase contract amount up to \$350,000.00 to replace around 13,338 linear feet of curb in accordance with the contract.

Not valid until signed by the OWNER.

The original Contract Price was	\$ 150,000.00
Net change by previously authorized Change Orders	\$ 0.00
The Contract Price prior to this Change Order was	\$ 150,000.00
The Contract Price will be increased by	\$ 350,000.00
The new Contract Price including this Change Order will be	\$500,000.00
The Contract Times will be changed by	30 days
The date of Final Completion as of the date of this Change Order therefore is	

CONTRACTOR: Terry Snelling Construction, Inc.	By:	Date:
OWNER: City of Belton, Missouri	Ron Trivitt City Manager	Date:
ENGINEER: City of Belton, Missouri	Attest By: Jeff Fisher Public Works Director	Date:

SECTION VI
G

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A CONSTRUCTION CONTRACT WITH J.A. LILLIG EXCAVATING, INC. FOR THE THIRD PHASE OF THE PROCUREMENT PROCESS FOR THE MULLEN ROAD CULVERT (RCB) REPLACEMENT PROJECT IN A NOT-TO-EXCEED AMOUNT OF \$315,000.00.

WHEREAS, Missouri Department of Transportation (MoDOT) conducted bridge and culvert inspections, dated September 23, 2014 and September 24, 2014, on 14 structures within the City of Belton. The City received copies of these inspections by email on January 15, 2015; and

WHEREAS, the City received a letter dated February 3, 2015 from MoDOT stating a Critical Inspection Finding (CIF) had been issued for the Cass County Bridge 0305011 on Mullen Road; and

WHEREAS, on March 10, 2015, Task Agreement No. 2015-4 with TranSystems Corporation in the not-to-exceed amount of \$3,800.00 was approved to review MoDOT bridge inspection summary, conduct bridge inspection of the bridge, prepare an interim repair design plan to obtain a 40 ton weight limit, if possible, and conduct a structural rating so that the City may install appropriate weight limit signs. According to the aforementioned interim design plan, the Public Works Transportation Division completely installed the temporary shoring (jacks) on March 20, 2015 in order to increase the weight limit capabilities for the culvert until ready to replace it entirely; and

WHEREAS, on March 25, 2015, Task Agreement No. 2015-5 with TranSystems Corporation in the not-to-exceed amount of \$55,000.00 was approved to provide services for the Mullen Road Culvert (RCB) Replacement including surveys, easements, hydraulic analysis, permitting, design plans and bid packet, contractor selection, final plan collaboration, construction administration, and periodic inspection; and

WHEREAS, Staff and TranSystems Corporation determined it necessary to relocate the water main along Mullen Road in order to replace the culvert and determined it advantageous to relocate the water main ahead of the culvert replacement. Staff requested bids for the water main relocation from three (3) on-call contractors. On September 8, 2015, City Council adopted Resolution No. 2015-39 approving Task Agreement #2 with Wiedenmann, Inc. for the Mullen Road Water Main Relocation in the not-to-exceed amount of \$68,943.00. Notice to Proceed was given to Wiedenmann, Inc. for October 26, 2015 and the project was substantially complete in the end of November 2015; and

WHEREAS, on October 20, 2015 Staff advertised on the City of Belton website the Request for Proposals (RFP) for Construction Consulting Services for the First Phase of the Procurement Process for the Mullen Road Culvert (RCB) Replacement Project; the phases are described as

First Phase: The Selected Contractor is to provide Construction Consulting Services as described in a Service Agreement this ordinance is approving;

Second Phase: City's Design Engineer will complete design and the 100% plan set; Staff will conduct negotiations between the City and the Selected Contractor for the Third Phase of this procurement process;

Third Phase: The Mullen Road Culvert (RCB) Replacement Project Construction Contract will be awarded to a construction contractor and completed.

However, the Selected Contractor for the First Phase is not guaranteed to be awarded the construction contract associated with the Third Phase; the City is not obligated to award the construction contract to the Selected Contractor for the First Phase.

WHEREAS, Staff received and reviewed proposals for the First Phase of the Procurement Process for the Mullen Road Culvert (RCB) Replacement Project on November 9, 2015. On November 10, 2015, City Council authorized and approved Ordinance Number 2015-4151, a Service Agreement with J.A. Lillig Excavating, Inc. to provide construction consulting series for the First Phase of the Procurement Process for the Mullen Road Culvert (RCB) Replacement Project; and

WHEREAS, Under the First Phase of the Procurement Process, three meetings were held on November 17, 2015, December 3, 2015, and December 16, 2015. Those involved in the meetings were City Staff from the Public Works Department, Fire Department, and Parks Department; the City's Design Engineer: TranSystems Corporation; the City's Selected Contractor for Construction Consulting Services: J.A. Lillig Excavating, Inc.; and property owners. Multiple items were discussed including the box culvert options, schedule, materials, trail, and others; and

WHEREAS, Upon completion of the First Phase, City Staff gave direction to both TranSystems Corporation and J.A. Lillig Excavating, Inc. to complete the Second Phase of the Procurement Process. The Second Phase included completing the design and negotiating on a price based on the modifications in the design and the previously proposed Guaranteed Maximum Construction Price. Staff recommends authorization and approval of a Construction Contract with J.A. Lillig Excavating, Inc. for the Third Phase of the Procurement Process for the Mullen Road Culvert (RCB) Replacement Project.

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 Project and which are for the benefit of the citizens of the City to replace the Mullen Road Culvert.

SECTION 2. That the City of Belton, Missouri shall approve and authorize a Construction Contract with J.A. Lillig Excavating, Inc. for the Third Phase of the Procurement Process for the Mullen Road Culvert (RCB) Replacement Project in a not-to-exceed amount of \$315,000.00 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: January 12, 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: January 12, 2016

DIVISION: Engineering

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

At the November 10, 2015 Regular City Council Meeting, Council authorized and approved both reads of a Service Agreement with J.A. Lillig Excavating, Inc. to provide construction consulting services for the First Phase of the Procurement Process for the Mullen Road Culvert (RCB) Replacement Project in a not-to-exceed amount of \$4,000.00.

Under the First Phase of the Procurement Process, three meetings were held on November 17, 2015, December 3, 2015, and December 16, 2015. Those involved in the meetings were City Staff from the Public Works Department, Fire Department, and Parks Department; the City's Design Engineer: TranSystems Corporation; the City's Selected Contractor for Construction Consulting Services: J.A. Lillig Excavating, Inc.; and property owners. Multiple items were discussed including the box culvert options, schedule, materials, trail, and others.

Upon completion of the First Phase, City Staff gave direction to both TranSystems Corporation and J.A. Lillig Excavating, Inc. in order to complete the Second Phase of the Procurement Process. The Second Phase included completing the design and negotiating on a price based on the modifications in the design and the previously proposed Guaranteed Maximum Construction Price.

The project is now ready to enter into the Third Phase or the construction of the culvert. Staff recommends awarding the construction contract to J.A. Lillig Excavating, Inc. The project includes closing the road entirely for approximately 45 days. Staff has the support of the Fire Department, Police Department and has shared the schedule with the Hospital Administrator. Notices have also been provided to the School District, MoDOT and others.

PROPOSED CITY COUNCIL MOTION:

At the January 12, 2016 Regular City Council Meeting, approve both readings of an ordinance authorizing and approving a construction contract with J.A. Lillig Excavating, Inc. for the Third Phase of the Procurement Process for the Mullen Road Culvert (RCB) Replacement Project in a not-to-exceed amount of \$315,000.00.

BACKGROUND:

At the February 17, 2015 City Council Work Session, Public Works discussed the findings of MoDOT's inspection as well as staff's initial plan to replace the structure. Staff has been working with TranSystems Corporation to design a new culvert that will include green space, two 12-foot lanes, shoulders, and space for a 10-foot wide recreational trail. The culvert is designed with capabilities of a three-lane expansion of Mullen Road in the future. As previously discussed, this project is pursuing a design-build approach and Staff has brought the contractor on board early in the process to provide

construction consulting services where the contractor has provided insight on the best approach during final design and construction.

This approach has consisted of a three-phase procurement process. The RFP for the First Phase resulted in selecting J.A. Lillig Excavating, Inc. to provide construction consulting services. The Second Phase consisted of completing design and the 100% plan set as well as negotiations between the City and the contractor for the Third Phase. The Third Phase will include the Construction of the Mullen Road Culvert (RCB) Replacement under the City's standard construction contract.

IMPACT/ANALYSIS:

J.A. Lillig Excavating, Inc. initially provided a Guaranteed Maximum Construction Price of \$350,400.00 as part of the First Phase, Request for Proposals (RFP). During the modifications to the plans and the negotiations in the First and Second Phase, the contract price is \$315,000.00. Staff continues negotiations with the contractor on costs and schedule, but approval now allows contractor to order key components. At the contract price of \$315,000.00, the stormwater bond funds remaining would be approximately \$839,911.00 for completion of the E. Pacific Drive Project and a solution for the Buena Vista Project.

STAFF RECOMMENDATION, ACTION, AND DATE:

At the January 12, 2016 Regular City Council Meeting, approve both readings of an ordinance authorizing and approving a construction contract with J.A. Lillig Excavating, Inc. for the Third Phase of the Procurement Process for the Mullen Road Culvert (RCB) Replacement Project in a not-to-exceed amount of \$315,000.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance

Exhibit A – Agreement

EXHIBIT A



AGREEMENT

Contract Number 451-5606-495-7117

Project Title Mullen Road Culvert (RCB) Replacement

THIS AGREEMENT is made and entered into on this date _____
between _____
(CONTRACTOR) as principal, and _____
(SURETY) and BELTON, MISSOURI, a Charter City in the State of Missouri, (OWNER).

OWNER, CONTRACTOR and SURETY, for and in consideration of mutual covenants hereinafter set forth, agree and bind themselves and their respective heirs, executors, administrators, successors and assigns as follows:

Sec. 1. CONTRACTOR shall complete the Work as specified or indicated in the Contract Documents. CONTRACTOR shall furnish all materials, supplies, equipment, and labor and pay labor of all laborers, subcontractors, teamsters, truck drivers, teams and wagons employed, and owners of equipment used on the Work.

Sec. 2. The Contract Documents shall consist of the following component parts.

Mullen Road Culvert (RCB) Replacement Plans

Table of Contents

List of Drawings

Guaranteed Maximum Construction Price (GMCP) Proposal

Contracting Requirements

Agreement

Performance and Maintenance Bond

Payment Bond

Insurance Certificate

Affidavit of Enrollment in Federal Work Authorization Program and E-Verify

Certificate of Owner's Attorney

General Contract Conditions

Supplementary Conditions

Missouri Prevailing Wage Info and Forms

Annual Wage Order No. 22

Missouri Revised Statutes and Code of State Regulations

Missouri Project Exemption Certificate

Request for Interpretation

Change Order

Notice to Proceed

Notice of Award

Technical Specifications

Technical Specifications

Appendix

Report of Subsurface Exploration and Geotechnical Engineering Evaluation

Sec. 3. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the amounts determined below (the Contract Price)

(Words)

(Figures)

Sec. 4. CONTRACTOR agrees to begin the Work promptly upon the date stated in the "Notice to Proceed" and to complete the Work within the times specified in the Contract Documents, unless further time is granted by OWNER.

Sec. 5. CONTRACTOR agrees and guarantees that the Work herein mentioned shall be constructed without further compensation than that provided for in the Contract Documents. The acceptance of the Work done hereunder and payment therefore shall not be held to prevent the maintenance of an action on CONTRACTOR's bonds for failure to construct said Work in accordance with the Contract Documents.

Sec. 6. Retainage under this AGREEMENT, if any, shall be specified in the Contract Documents.

Sec. 7. CONTRACTOR agrees and guarantees to make good, at its own expense and in accordance with the instructions of OWNER, any and all faulty or defective material or workmanship which may appear in the Work in accordance with and during the period stated by the Contract Documents.

Sec. 8. SURETY guarantees that CONTRACTOR will 1) well and truly perform the covenants contained in the Contract Documents, and 2) pay for the Work and all materials, labor of all laborers, Subcontractors, teamsters, truck drivers, teams and wagons employed, and owners of equipment used on the Work, and for all materials used herein. If the cost of the Work including the cost of performing and furnishing labor, or of furnishing or incorporating equipment and materials is not paid in full by CONTRACTOR, then SURETY hereby agrees to pay for said Work including labor, use of equipment and materials, or any part thereof which is not paid by CONTRACTOR, within the time stated and in accordance with the conditions provided in SURETY's Payment Bond, which is attached and incorporated herein by reference. This provision shall entitle any and all laborers, truck drivers, teamsters and owners of trucks, teams and wagons who may do Work, and parties who may furnish equipment or materials, on or for the improvement to be made under this AGREEMENT, to sue and recover from SURETY the amount due or unpaid to them by CONTRACTOR. SURETY hereby agrees with OWNER that CONTRACTOR shall well and faithfully perform each and all the terms and agreements in the Contract Documents.

Sec. 9. SURETY agrees that no change, extension of time, alteration or additions to the terms of the Contract Documents or to the Work to be performed thereunder, not including Work to be performed beyond the sum of the Contract Price, shall in any way affect SURETY's obligations on this Contract and Bond. SURETY does hereby waive notice to any such change, extension of time, alterations or additions to the Contract Documents or to the Work.

Regarding Work beyond the sum of the Contract Price, CONTRACTOR shall notify SURETY of said Work. Work beyond the sum of the Contract Price shall not be approved by OWNER unless and until SURETY provides written approval to OWNER and CONTRACTOR.

Sec. 10. The OWNER and CONTRACTOR hereto agree that this AGREEMENT in all things shall be governed by the laws of the State of Missouri.

Sec. 11. The CONTRACTOR, and their subcontractor(s) if any, agrees to comply with all applicable federal and state laws and regulations, non-discrimination employment requirements, labor requirements, occupational safety requirements, and local ordinances.

Sec. 12. All of the provisions of this AGREEMENT shall be severable. In the event that any provision of this AGREEMENT is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this AGREEMENT shall be valid unless the court finds the valid provisions of this AGREEMENT are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this AGREEMENT could have included the valid provisions without the invalid provisions; or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 13. The CONTRACTOR expressly warrants that they have employed no third person or party to solicit or obtain this AGREEMENT on their behalf. Breach of this warranty shall constitute adequate cause for the annulment of this AGREEMENT by the OWNER.

Sec. 14. This AGREEMENT shall be binding upon all Parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, CONTRACTOR, SURETY and OWNER's authorized representative have hereunto set their hands and seals respectively, in execution of this Contract.

CONTRACTOR

Name, address, e-mail address and facsimile number of CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of CONTRACTOR.

By: _____
Printed Name: _____
Title: _____

Attested By: _____
Printed Name: _____
Title: _____

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

I hereby certify that I have authority to execute this document on behalf of Surety.

By: _____
Printed Name: _____
Title: _____

Attested By: _____
Printed Name: _____
Title: _____

(Attach seal and Power of Attorney)

BELTON, MISSOURI

Address and facsimile number of City department

Public Works Department
City Hall Annex
520 Main Street
Belton, Missouri 64012
Fax: (816) 322-6973

By: _____
Printed Name: Jeff Davis
Title: Mayor

Attested By: _____
Printed Name: Patti Ledford
Title: City Clerk

(Attach Seal)

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

By: _____
Printed Name: Sheila Erzen
Title: Finance Director, City of Belton, MO

SECTION VI
H

BILL NO. 2016-03

ORDINANCE NO.

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.

WHEREAS, Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Sections 206.300 through 260.345 of the Revised Statutes of Missouri (1986 & Cum. Supp. 1990) and the members of the SWMD include most cities within the member counties; and

WHEREAS, the City of Kansas City, Missouri (Kansas City) operates a permanent Household Hazardous Waste facility located at 4707 Deramus, Kansas City, Missouri, and operates outreach sites for collection of Household Hazardous Waste (HHW) at various locations and on various dates; and

WHEREAS, the City of Lee's Summit, Missouri operates a permanent Household Hazardous Waste Facility located at 2101 S.E. Hamblen Road, Lee's Summit; and

WHEREAS, Kansas City and Lee's Summit have made these HHW collection facilities available for use by members for the SWMD and the SWMD, Kansas City and Lee's Summit have agreed to create a regional household hazardous waste program for the benefit of all members of the SWMD; and

WHEREAS, the City Council has approved of this partnership and the City has participated in the Regional HHW Collection Program since 1997 and believes continued participation will benefit the citizens of Belton and our environment.

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

Section 1. That the 2016 Intergovernmental Agreement between the MARC Solid Waste Management District and the City of Belton relating to the Regional Household Hazardous Waste Program is hereby approved and the Mayor is authorized and directed to execute the agreement on behalf of the City. A copy of the agreement shall be attached and considered part of this ordinance.

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

READ FOR FIRST TIME: January 12, 2016

READ FOR SECOND TIME AND PASSED: _____

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

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

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

2016

Intergovernmental Agreement between the MARC Solid Waste Management District and Belton, Missouri relating to the Regional Household Hazardous Waste Collection Program

This Agreement is entered into pursuant to Missouri Revised Statutes Section 70.210 *et seq.*

Whereas, Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Sections 260.300 through 260.345 of the Revised Statutes of Missouri (1986 & Cum. Supp. 1990) and the members of the SWMD include most cities within the member counties; and

Whereas the City of Kansas City, Missouri (Kansas City) operates a permanent Household Hazardous Waste facility located at 4707 Deramus, Kansas City, Missouri, and operates outreach sites for collection of Household Hazardous Waste (HHW) at various locations and on various dates; and

Whereas, the City of Lee's Summit, Missouri operates a permanent Household Hazardous Waste Facility located at 2101 S.E. Hamblen Road, Lee's Summit; and

Whereas, Kansas City and Lee's Summit have made these HHW collection facilities available for use by members of the SWMD and the SWMD, Kansas City and Lee's Summit have agreed to create a regional household hazardous waste program for the benefit of all members of the SWMD; and

Whereas, Belton, Missouri (sometimes referred to in this Agreement as the "Participating Member") intends to participate in the Regional HHW Collection Program;

Therefore, the SWMD and the Participating Member agree that participation in the Regional HHW Collection Program shall be on the following terms and conditions:

I *Definitions*

Household Hazardous Waste (HHW) shall mean waste that would be classified as hazardous waste by 40 CFR 261.20 through 261.35 but that is exempt under 40 CFR 261.4 (b) (1) (made applicable in Missouri by 10 CSR 25-4.261) because it is generated by households. Examples include paint products, household cleaners, automotive fluids, pesticides, batteries, and similar materials. A determination of whether any material meets this definition shall be made by Kansas City.

II *Effective Date*

Belton, Missouri agrees to participate in the Regional HHW Collection Program for a one-year period beginning on January 1, 2016.

III *Termination*

A. Budget Limitations. This Agreement and all obligations of the Participating Member and the SWMD arising therefrom shall be subject to any limitation imposed by budget law. The parties represent that they have within their respective budgets sufficient funds to discharge the obligations and duties assumed and sufficient funds for the purpose of maintaining this Agreement. This Agreement shall be deemed to terminate by operation of law on the date of expiration of funding.

B. Termination of regional program. If the regional household hazardous waste program is terminated prior to the expiration of this Agreement, the SWMD shall refund the amount paid by the participating member, less the cost of services provided prior to termination of the regional program. The cost of services shall be assessed at seventy-five dollars (\$75.00) for each vehicle belonging to a resident of the participating member that has been served prior to the termination of the program, not to exceed the amount paid by the participating member.

C. Each participating member will be required to notify the SWMD, Kansas City and Lee's Summit in writing of its intention to renew the annual agreement for the following year no later than December 15. In the event that notification is not provided in advance or the final decision is made to not rejoin the program for the upcoming year, the participating member is responsible for any costs incurred by Kansas City and/or Lee's Summit to serve residents after December 31. Kansas City and SWMD reserve the right to invoice the member city or county for any waste disposal costs incurred as a result of late notification.

IV *Duties of Participating Member*

A. *Fees.* Belton, Missouri agrees to pay the sum of **\$24,040.64** to participate in the 2016 Regional HHW Collection Program for the period from January 1 to December 31. The program participation fee is based on a per capita rate of \$1.04 applied to 2010 census figures as shown in Attachment One. The fee may be adjusted if a participating member has more current census data. At least one-half of this amount shall be paid within thirty (30) days upon receiving the district invoice. Payment of any remaining balance shall be paid within the following six months.

B. *Payment.* The Participating Member shall be obligated for payment of the amount shown in Paragraph IV(A) irrespective of the participation of its citizens, or of any actual expenses incurred by the SWMD, Kansas City, or Lee's Summit attributable to the Participating Member, except in the event of termination of the regional program, as reflected in III(B) above. Payment by the Participating Member of the agreed upon amount shall not be contingent upon renewal of this Agreement or renewal of the Agreement between the SWMD and Kansas City or Lee's Summit.

Annual Renewal. The agreement between the SWMD and the Participating Member will be subject to renewal each year. To assure community information is included in the printed promotional material, agreements will be due no later than February 1, 2016. No pro ration of fees is applicable under this agreement.

C. *Contact Person.* The Participating Member agrees to notify the SWMD and Kansas City, on or before the date of this Agreement, of the name of an individual who will serve as its contact person with respect to the Regional HHW Collection Program.

V *Services Provided by the SWMD*

A. *Permanent Collection Facilities.* HHW collection services shall be provided by Kansas City and Lee's Summit pursuant to agreements entered into between the SWMD and Kansas City, and the SWMD and Lee's Summit. Pursuant to those agreements, residents of the Participating Member may deliver HHW, by appointment, if required, and during normal hours of operation, to the Kansas City permanent HHW facility and to the Lee's Summit permanent HHW facility.

B. *Outreach Collections.* Pursuant to the agreement between the SWMD and Kansas City, Kansas City has also agreed to provide contractor services for the collection of HHW at outreach collection sites throughout the SWMD area. Residents of the Participating Member will be able to deliver HHW to outreach collection sites, the dates and locations of which will be negotiated by the SWMD and Kansas City. If, at the request of a Participating Member, an outreach collection is held within its boundaries, the Participating Member agrees that Kansas City or the contractor shall have overall control of the collection activities but the Participating Member shall provide the following:

- adequate and safe sites with unobstructed public access;
- access to restroom facilities and drinking water
- adequate publicity of the date and location of the mobile collection;
- a means for the collection, removal and disposal of any wastes that do not meet the definition of hazardous waste;
- volunteers or workers to conduct traffic control, survey participating residents, stack latex paint and automotive batteries, and assist with non-hazardous waste removal and bulking of motor oil;

- means of limiting the vehicles to a number negotiated by Kansas City and the SWMD (estimated to be either 100, 200, 300, or 400 vehicles per outreach collection);
- a forklift and forklift operator available at the opening and closing of the event; and
- access to residents of any city or county that is also a participating member.

VI Reports

The SWMD will provide to the Participating Member quarterly reports on the operations of the Kansas City and Lee's Summit permanent facilities and on the operations of the outreach collections, based on information provided to the SWMD by Kansas City and Lee's Summit. The quarterly reports shall include the following information:

- Total number vehicles using each facility (permanent or mobile) on a quarterly basis;
- Number of vehicles from each participating member using the facility;
- An end-of-the-year summary report including waste composition and disposition.
- Each program year the district will provide brochures which include facility hours of operation, mobile event schedule, and contact information

VII. *Insurance.* The SWMD agrees that, pursuant to the terms of its Agreement with Kansas City, Kansas City shall maintain liability insurance related to the outreach collection sites under which the community where the site is located shall be named as an additional insured.

VIII Legal Jurisdiction

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the parties.

MARC Solid Waste Management District:

Participating Member:

_____ Date:

_____ Date:

_____ Chair

_____ Please print name and title

Attachment 1		
Community	2010 Census Population	Cost at \$1.04 per capita
Archie	1,170	\$ 1,216.80
Belton	23,116	\$ 24,040.64
Blue Springs	52,575	\$ 54,678.00
Buckner	3,076	\$ 3,199.04
Claycomo Village	1,430	\$ 1,487.20
Cleveland	661	\$ 687.44
Dearborn	504	\$ 524.16
Drexel	965	\$ 1,003.60
Edgerton	546	\$ 567.84
Excelsior Springs	11,084	\$ 11,527.36
Garden City	1,642	\$ 1,707.68
Gladstone	25,410	\$ 26,426.40
Glenaire	545	\$ 566.80
Grain Valley	12,854	\$ 13,368.16
Grandview	24,475	\$ 25,454.00
Greenwood	5,221	\$ 5,429.84
Hardin	569	\$ 591.76
Harrisonville	10,019	\$ 10,419.76
Kearney	8,381	\$ 8,716.24
Lake Lotawana	1,939	\$ 2,016.56
Lake Tapawingo	730	\$ 759.20
Lake Winnebago	1,131	\$ 1,176.24
Lake Waukomis	870	\$ 904.80
Lawson	2,473	\$ 2,571.92
Liberty	29,149	\$ 30,314.96
Loch Lloyd	600	\$ 624.00
Lone Jack	1,050	\$ 1,092.00
North Kansas City	4,208	\$ 4,376.32
Oak Grove	7,795	\$ 8,106.80
Orrick	837	\$ 870.48
Parkville	5,554	\$ 5,776.16
Peculiar	4,608	\$ 4,792.32
Platte City	4,691	\$ 4,878.64
Pleasant Hill	8,113	\$ 8,437.52
Pleasant Valley	2,961	\$ 3,079.44
Raymore	19,206	\$ 19,974.24
Raytown	29,526	\$ 30,707.04
Richmond	5,797	\$ 6,028.88
Riverside	2,937	\$ 3,054.48
Smithville	8,425	\$ 8,762.00
Sugar Creek	3,345	\$ 3,478.80
Weatherby Lake	1,723	\$ 1,791.92
Weston	1,641	\$ 1,706.64
Wood Heights	717	\$ 745.68
Unincorporated Cass County	24,484	\$ 25,463.36
Unincorporated Clay County	14,442	\$ 15,019.68
Unincorporated Jackson Co.	22,350	\$ 23,244.00
Unincorporated Platte County	24,692	\$ 25,679.68
Unincorporated Ray County	11,436	\$ 11,893.44
Change in Population by City by County, 2000 to 2010		
Census 2000 Redistricting Data (P.L. 94-171) Summary File		
(Boundaries adjusted to 2010 boundaries)		
http://marc.org/census-data.htm		

SECTION VI

I

BILL NO. 2016-04

ORDINANCE NO. 2016-

AN ORDINANCE APPROVING AN AMENDMENT TO THE CITY'S ZONING MAP, FROM M-1 (LIGHT MANUFACTURING) TO C-2 (GENERAL COMMERCIAL), FOR A 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.

WHEREAS, the Belton Planning Commission has received a request to rezone 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 from M-1 (Light Manufacturing) to C-2 (General Commercial) District.

WHEREAS, the land use characteristics in the immediate area are commercial/retail, thus rezoning the subject property to commercial would be consistent with the City's Future Land Use Map and future plans for this area of the City; and

WHEREAS, a public hearing was held before the Belton Planning Commission on December 7, 2015 in accordance with the provisions of Section 20-2 of the Unified Development Code of the City; and

WHEREAS, notice of the hearing was sent to property owners within 185-feet of the subject property by certified mail on November 13, 2015; and

WHEREAS, the Belton Planning Commission voted by a majority (8-0) of those present to recommend APPROVAL of the Zone Change to the City Council with conditions.

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

Section 1. That the subject property shown in attachment A, heretofore possessing an M-1 (Light Manufacturing) zoning classification is hereby rezoned to C-2 (General Commercial) zoning classification and is hereby approved.

Section 2. That a public hearing was held before the Belton Planning Commission on December 7, 2015 in accordance with the provisions of Section 20-2, of the Unified Development Code of the City, and the request received a recommendation of approval from the Commission.

Section 3. That the following conditions shall apply as a matter of record for this Zone Change:

1. The following Land Uses as outlined in Section 40 of the Unified Development Code shall be allowed by-right and/or by special permit.

Section 4. That the Comprehensive Plan and the Zoning Map of the City shall be supplemented and amended to show and reflect the actions taken today.

Section 5. That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

Section 6. This ordinance shall be in full force and effect from and after its passage and approval by the City Council.

READ FOR THE FIRST TIME: January 12, 2016

READ FOR THE SECOND TIME: _____

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

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

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM
TUESDAY, JANUARY 12, 2016 / 7:00 P.M.**

DATE: January 12, 2016
 ASSIGNED STAFF: Robert G. Cooper, City Planner
 DEPARTMENT: Community Planning & Development

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

CASE # RZ15-26: Consideration of a Zone Change from M-1 (Light Manufacturing) District to C-2 (General Commercial) District for a 2.94-acre tract of land, described as Dean-Co Development Park, Block 4, Tract II-A, located on Cunningham Parkway.

BACKGROUND:

The entire 2.94-acre tract of land is currently zoned M-1 (Light Manufacturing) with frontage on Cunningham Parkway. The applicant would like to rezone the entire 2.94-acre parcel to C-2 (General Commercial).

The request to rezone is made by property owner, Highlands Development, LLC. The change in zoning will allow for the construction of a 7,684-sq. ft. Veteran’s Care Facility.

CURRENT ZONING

This area is a mixture of zoning classifications. The zoning along South Peculiar Drive is divided between C-2 and M-1, while the zoning along Cunningham Parkway is more of a mixture, ranging from R-3A (Multi-Family/Apartment housing) to C-2 and M-1.

The land use characteristics in the immediate area are commercial/retail. Immediately to the east is the former Rudroff’s, HVAC building. Directly north is a newly proposed Texas Roadhouse restaurant, an Econo Lodge motel with an IHOP restaurant. The entire Peculiar Drive corridor north, from the proposed site, to the I-49 interchange is currently zoned C-2 (General Commercial).

Comprehensive Plan. The City’s Future Land-Use Map designates this area as commercial mixed-use zoning. The rezoning to commercial would be consistent with the City’s Future Land Use Map and future plans for this area of the city.

REVIEW

COMPATIBILITY: The proposed zone change to C-2 (General Commercial) would allow a medical/clinic facility (by-right)...no special permits required.

Additional uses would be allowed in a C-2 zoning district with an approved Special Use Permit. These potential uses would be consistent with existing land uses that are located within the corridor.

ENVIRONMENTAL: The rezoning of the property to commercial as proposed does not appear to pose any increase in environmental impacts than what is currently found within the existing C-2 commercial corridor along Peculiar Drive.

ADVERSE IMPACT: The zone change will not have an adverse impact on the surrounding properties due to similar zoning and uses in the immediate area.

PREDOMINANCE: The predominant uses along the corridor are light manufacturing, an auto repair shop, restaurants and miscellaneous commercial services.

STAFF RECOMMENDATION

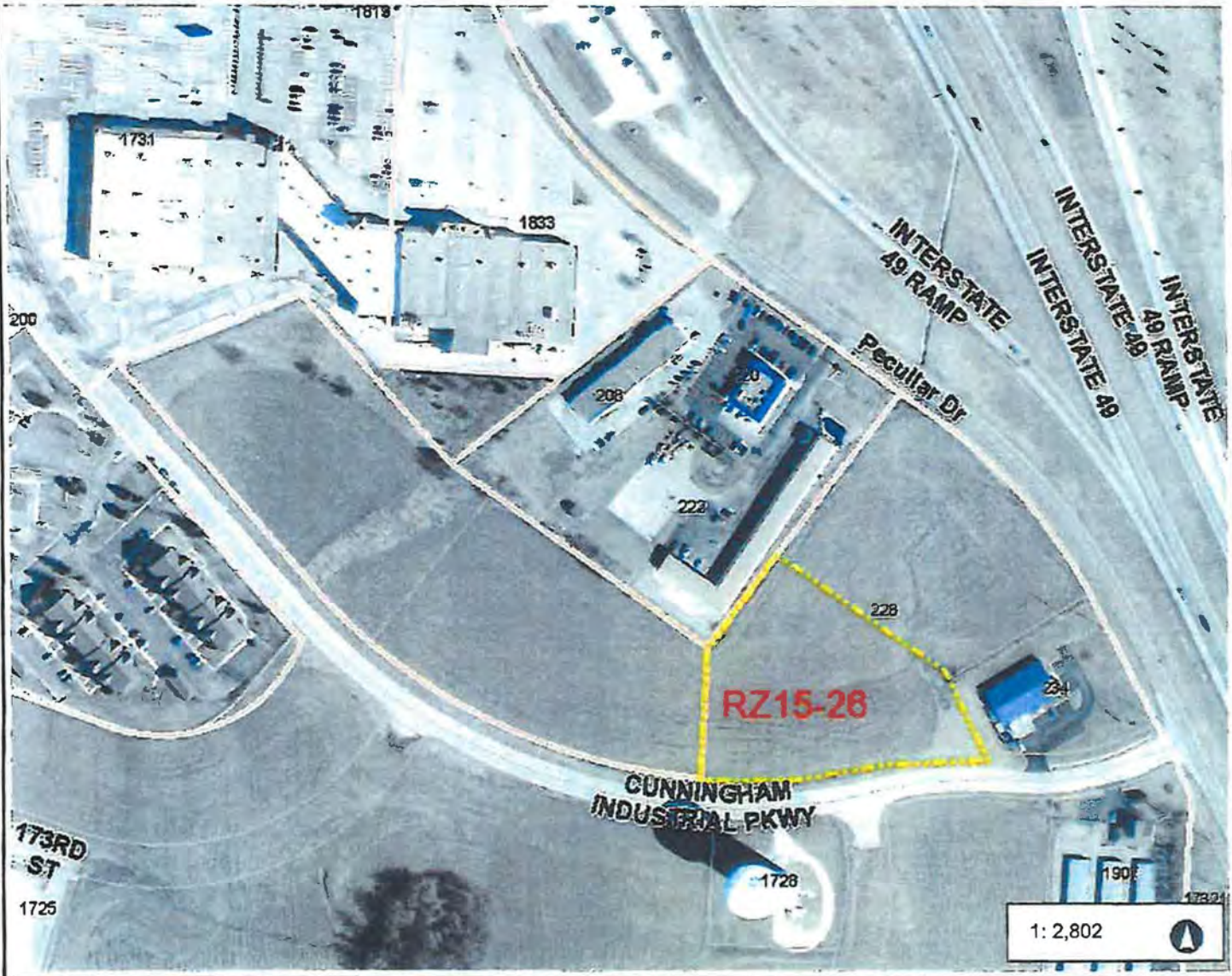
Community Development staff, support a recommendation to rezone the subject property from M-1 (Light Manufacturing) District to C-2 (General Commercial) District.

ATTACHMENT(S)

- Area Map
- Land Description
- Alta Survey

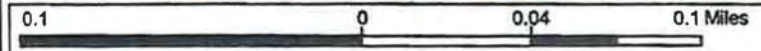
PLANNING COMMISSION RECOMMENDATION: Approve the zone change as requested. The Planning Commission met on December 7, 2015 and considered the request for zone change approval, and following staff presentation and discussion, the Planning Commission voted unanimously (8-0) to approve.

Zone Change: M1 to C2



- Legend**
- Street
 - Parcel
 - Subdivision
 - Building Footprint Basemap
 - Parcel Basemap
 - Boundary Basemap

1: 2,802



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

FILE COPY
NOV 04 2015

LAND DESCRIPTION TRACT II-A

A tract of land in the Northwest Quarter of Section 18, Township 46 North, Range 32 West, being a part of Tract II, Resurvey of Lot Two, Block Four, Dean - Co Development Park, a subdivision in the City of Belton, Cass County, Missouri, according to the recorded plat thereof, recorded July 30, 1998 as Instrument No. 137436 in Book 15 at Page 54, more particularly described as follows: Beginning at the Southwest corner of said Tract II, said point being the True Point of Beginning; thence North $03^{\circ} 33' 53''$ East, along the West line of said Tract II, a distance of 204.42 feet to the Westerly point of intersection of said Tract II; thence North $34^{\circ} 56' 23''$ East, along the Northwestern line of said Tract II, a distance of 251.02 feet; thence South $55^{\circ} 04' 03''$ East, a distance of 368.70 feet to a point on the North line of Tract I of said Dean - Co Development Park subdivision; thence South $60^{\circ} 08' 39''$ West, along said North line of Tract I and the Westerly extension thereof, a distance of 41.82 feet; thence South $26^{\circ} 01' 22''$ East, 20.00 feet West of and parallel to the West line of said Tract I, a distance of 152.67 feet to a point on the North right-of-way line of Cunningham Industrial Parkway; thence on a curve to the left, having a radius of 653.24 feet, with an Initial Tangent Bearing of North $84^{\circ} 49' 15''$ West, along said North right-of-way line, an arc distance of 216.12; thence on a reverse curve to the right, having a radius of 915.00 feet, continuing along said North right-of-way line, an arc distance of 277.07 feet to the point of beginning and containing 128,152 square feet or 2.94 acres, more or less.

SECTION VI
J

BILL NO. 2016-05

ORDINANCE NO. 2016-

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.

WHEREAS, it is the Planning Commission’s responsibility to review and approve, approve conditionally or disapprove plats within a reasonable time after submission; and

WHEREAS, the Final Plat was hereby reviewed by staff and duly presented to the Belton Planning Commission at a regular meeting held on December 7, 2015; and

WHEREAS, the Final Plat meets specifications as outlined in Section 36-35 of the Belton Unified Development Code;

WHEREAS, the Belton Planning Commission voted unanimously to recommend approval of the Final Plat of Highlands, Lot 1, to the City Council.

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

Section 1. That 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 is hereby accepted and approved and that the appropriate city officials are hereby authorized to execute same.

Section 2. That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

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

READ FOR THE FIRST TIME: January 12, 2016

READ FOR THE SECOND TIME: _____

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

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

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

MEETING DATE: January 12, 2016
ASSIGNED STAFF: Robert G. Cooper, City Planner

DEPARTMENT: Community Planning and Development

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

CASE #FP15-28

Consideration of Final Plat approval for Highlands, Lot 1, a 2.94-acre, tract of land for the development of a 7,684-sq. ft. Veteran’s Care facility, located on the north side of Cunningham Parkway, directly west of the former Rudroff’s heating and cooling building.

BACKGROUND

The city’s development review committee has convened on several occasions and met with the developer to discuss and review the elements of the plat and the general layout of the site.

The developer is now prepared to move forward in the development process and has submitted a final plat for the Veteran’s Care facility.

REVIEW

The site will consist of a 7,684-square foot Veteran’s Care Facility. The City’s future Land Use Map identifies this area as “Medical/Office”, with a care facility being classified as a permitted use by-right.

Ingress and egress to the development will be from Cunningham Parkway.

NOTE: Pursuant to Section 36-37 of the Unified Development Code, If a final plat is not recorded within one year of the date of the Planning Commission’s approval of the final plat, the approval shall become null and void and a new final plat must be submitted to the commission and the governing body for their consideration. No building shall be occupied until the final plat has been recorded with the Cass County Recorder’s Office.

STAFF RECOMMENDATION:

Staff recommends the approval of the Highlands, Lot 1, Final Plat.

PLANNING COMMISSION RECOMMENDATION:

Approve the Final Plat as requested. The Planning Commission met on December 7, 2015 and considered the request for the Final Plat approval, and following staff presentation and discussion, the Planning Commission voted unanimously (8-0) to approve.

ATTACHMENTS

1. Ordinance
2. Final Plat

SECTION VII
A

R2016-01

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF BELTON AND Y BELTON, LLC REGARDING THE USE OF THE MARKEY REGIONAL DETENTION FACILITY IN LIEU OF PROVIDING ON SITE OR OTHER PRIVATE DETENTION FOR THE PROPERTY LEGALLY DESCRIBED AS LOT 3, BELTON GATEWAY ADDITION FOR THE FAZOLI'S RESTAURANT IN THE AMOUNT OF \$4,386.00.

WHEREAS, on December 19, 2013 the City Council approved Ordinance Number 2013-3963 approving the Final Plat of Belton Gateway Addition, a commercial/retail development on a 17.43-acre tract of land located at the NW corner of Markey Parkway and Y-Highway in the City of Belton, Cass County, Missouri; and

WHEREAS, on February 10, 2014 the Final Plat for Belton Gateway Addition was recorded in Cass County, Missouri, File Number 539187, Book 00022, Page 0004; and

WHEREAS, on June 10, 2014 the City Council approved Ordinance Number 2014-4005, amending Chapter 32 Stormwater Management and Flood Protection of the Belton Unified Development Code (UDC) by amending Section 32-1, Stormwater Detention Requirements. This amendment incorporated payment in lieu of detention into the Belton UDC that requires the following: 1) an application, 2) a drainage study, 3) an agreement, and 4) payment (calculated as \$5,100.00 per impervious site acre). This amendment is referred to as the Markey Regional Detention Program; and

WHEREAS, on June 24, 2014 the City Council approved Ordinance Number 2014-4010, approving a first amendment to the first amended and restated Tax Increment Financing Redevelopment Agreement by and between the City of Belton, Missouri and Y Belton, LLC. Related to Stormwater Detention Requirements, the Redevelopment Agreement was amended by the replacement of Section 5.01(H)(7) that allows Y Belton, LLC to defer payments until December 31, 2017 or when bonds are issued by Y Belton, LLC; and

WHEREAS, Fazoli's Restaurant submitted development plans to City Staff between October and December 2015 for the property legally described as Lot 3 of the Belton Gateway Addition. On November 16, 2015, the Planning Commission approved the Final Development Plan for Lot 3 Belton Gateway; and

WHEREAS, the developer of the Fazoli's Restaurant on Lot 3, Belton Gateway Addition, Y Belton, LLC, has elected to participate in the City's Markey Regional Detention Program for the Fazoli's Restaurant development. The development is proposing to add 0.86 acres (37,652.8 square feet) of additional impervious surface; therefore, the fee is calculated to be \$4,386.00. The developer submitted an Application for Payment in Lieu of Construction Detention in the amount of \$4,386.00 dated December 14, 2015 and revised January 6, 2016; and

WHEREAS, on December 2, 2013 the developer's engineer issued a drainage study for the entire Belton Gateway Addition, which included Lot 3. On February 4, 2014, a revision of the drainage study was issued per City comments. Lot specific elements including water quality Best Management Practices (BMP) were incorporated into the development plans; and

WHEREAS, Staff recommends to approve an Agreement between the City of Belton and Y Belton, LLC regarding the use of the Markey Regional Detention Facility in lieu of providing on site or other private detention for the property legally described as Lot 3, Belton Gateway Addition for the Fazoli's Restaurant.

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

Section 1. That an Agreement between the City of Belton and Y Belton, LLC regarding the use of the Markey Regional Detention Facility in lieu of providing on site or other private detention for the property legally described as Lot 3, Belton Gateway Addition for the Fazoli's Restaurant in the amount of \$4,386.00 be approved and the Mayor is authorized and directed to execute the agreement on behalf of the City. A copy of the agreement shall be attached and considered part of this resolution.

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

READ AND ADOPTED: January 12, 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 ____ day of _____, 2016 and adopted at a regular meeting of the City Council held the ____ day of _____, 2016 by the following vote, to wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: January 12, 2016

DIVISION: Engineering

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

Fazoli’s Restaurant has submitted development plans for Lot 3 of the Belton Gateway Addition; the Final Plat for Belton Gateway Addition was approved by City Council on December 19, 2013. The Final Development Plan for Fazoli’s Restaurant was approved by the Planning Commission on November 16, 2015.

As part of Fazoli’s Restaurant submittal, the developer, Y Belton, LLC, has elected to participate in the City’s Markey Regional Detention Program that provides an alternative to on-site stormwater detention. On June 10, 2014, City Council approved Ordinance Number 2014-4005 amending Section 32-1.4 of the Belton Unified Development Code (UDC) to include the Markey Regional Detention Program that requires all developers approved for participation in the program to enter an agreement with the City. The agreement is attached to the proposed resolution.

PROPOSED CITY COUNCIL MOTION:

At the January 12, 2016 Regular City Council Meeting, approve a resolution authorizing and approving an Agreement between the City of Belton and Y Belton, LLC regarding the use of the Markey Regional Detention Facility in lieu of providing on site or other private detention for the property legally described as Lot 3, Belton Gateway Addition for the Fazoli’s Restaurant in the amount of \$4,386.00.

BACKGROUND:

The Markey Regional Detention Program requires the following: 1) an application, 2) a drainage study, 3) an agreement, and 4) payment. Both the application and drainage study have been submitted to staff and approved by the City Engineer. The fee for participation for the approved program is calculated as \$5,100 per impervious site acre. For this development with 0.86 acres (37,652.8 square feet) of additional impervious surface, the fee is \$4,386.00.

On June 24, 2014 the City Council approved Ordinance Number 2014-4010 approving a first amendment to the first amended and restated Tax Increment Financing Redevelopment Agreement by and between the City of Belton, Missouri and Y Belton, LLC. Related to Stormwater Detention Requirements, the Redevelopment Agreement was amended by the replacement of Section 5.01(H)(7) that allows Y Belton, LLC to defer payments until December 31, 2017 or when bonds are issued by Y Belton, LLC.

IMPACT/ANALYSIS:

Revenue of \$4,386.00 to Fund 226 per the Redevelopment Agreement.

STAFF RECOMMENDATION, ACTION, AND DATE:

At the January 12, 2016 Regular City Council Meeting, approve a resolution authorizing and approving an Agreement between the City of Belton and Y Belton, LLC regarding the use of the Markey Regional Detention Facility in lieu of providing on site or other private detention for the property legally described as Lot 3, Belton Gateway Addition for the Fazoli's Restaurant in the amount of \$4,386.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution
Agreement

AGREEMENT REGARDING THE USE OF THE MARKEY REGIONAL DETENTION FACILITY
IN LIEU OF PROVIDING ON SITE OR OTHER PRIVATE DETENTION

This Development Agreement, is made as of _____, 20___, by and between Y Belton, LLC (the "Developer") and the City of Belton, Missouri (the "City") with respect to the use of the Markey Regional Detention Facility, and the related payment in lieu of providing on site or other private detention.

RECITALS

A. Section 32-1 of the Belton Unified Development Code requires that developers of property located with the City provide on-site detention for the purpose of managing storm water (herein defined as the "Developer's Section 32-1 Obligations").

B. Ordinance No. 2014-4005 adopted by the City Council on June 10, 2014, (the "Ordinance"), codified as Section 32-1 (4), allows developers of property located within the "Markey Regional Watershed" as defined in the Ordinance to participate in the Markey Regional Detention Program (the "Markey Regional Detention Program") as an alternative method to satisfying the Developer's Section 32-1 Obligations.

C. The Markey Regional Detention Program allows property owners to utilize the Markey Regional Detention basin (the "Regional Detention Basin") in order to satisfy their Section 32-1 Obligations, conditioned inter alia upon a payment calculated at a base rate of \$5,100 per impervious acre of the proposed development (the "Payment in Lieu").

D. The Developer has submitted an application (the "Application") for participation in the Markey Regional Detention Program, for the property legally described as Lot 3, Belton Gateway Addition (the "Property".) The Application was accompanied by a drainage study setting forth in detail the number of impervious acres contained within the proposed development on the Property and the detailed methodology for such calculations using approved APWA methodologies (the "Drainage Study").

E. The City has reviewed the Application and the Drainage Study and determined that the Developer's participation in the Markey Regional Detention Program will achieve and/or exceed the Developer's Section 32-1 Obligations resulting from the proposed development of the Property.

NOW, THEREFORE AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE CITY AND DEVELOPER AGREE AS FOLLOWS:

Term. This Agreement shall remain in force and effect so long as the Regional Detention Basin is utilized by the Developer or its heirs, successors and assign to satisfy any Section 32-1 Obligations related to the Property or any portion thereof.

Rate. Developer shall pay \$4,386.00 (\$5,100.00 per acre of impervious area, site plan shows difference in impervious area of 37,652.8 sq. ft. or 0.86 acres) to the City for the utilization of the Regional Detention Basin in order to satisfy the Developer's Section 32-1 Obligations. Said payment to

be submitted to the City as a condition to the issuance of any permit related to the development of the Property.

Funds. The funds collected in accordance with this Agreement shall be deposited by the City into a specifically designated account and shall only be used toward the construction and subsequent maintenance of the Regional Detention Basin.

Design and Construction. Plans for the improvements required to utilize the Regional Detention Basin must be submitted to and approved by the City before any permit related to the development of the Property will be issued by the City. Said plans must comply with the requirements of APWA Section 5600 and the City of Belton's development standards as set out in Section 36.69 (b) of the Unified Development Code.

Water Quality. Developer agrees that the water delivered into the Regional Detention Basin shall meet or exceed the minimum water quality standards of the City and the Missouri Department of Natural Resources. Developer agrees to provide the City, upon request, with the results of any water quality analyses necessary to assess the quality of the water delivered into the Regional Detention Basin. Failure to meet or exceed the minimum water quality standards of the City and the Missouri Department of Natural Resources shall be a breach of this Agreement and shall be cause for termination of the Agreement.

Indemnification. Developer 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 attorney's fees, arising out of or resulting from any acts or omissions in connection with this Agreement and/or use of the Regional Detention Basin caused in whole or in part by Developer, its employees, agents or subcontractors, or caused by others for whom Developer is liable, regardless of whether or not caused in part by any act or omission of City, its agencies, officials, officers or employees. Developer's obligations under this section with respect to indemnification for acts or omissions of City, its agencies, officials, officers or employees shall be limited to the coverage and limits of General Liability insurance that Developer is required to procure and maintain under this Agreement.

Insurance. Developer will carry and keep in force at its own expense, Commercial General Liability insurance with companies that do business in this state, in an amount not less than \$2,500,000 single limited personal injury and property damage and \$2,500,000 combined personal injury and property damage and cover Developer's use of the Regional Detention Basin. All policies of insurance shall be considered primary of any existing, similar insurance carried by the City. Such coverage need not be covered by separate policy, but may be satisfied through the existence of one or more master policies granted to Developer. Developer shall furnish City with a certificate of insurance prior to the issuance by the City of any permit for development of the Property.

Governing Law. This Agreement shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

Compliance with Laws. Developer shall comply with all federal, state and local laws, ordinances and regulations applicable to this Agreement and in effect as of the date of this Agreement.

Default and Remedies. If Developer shall be in default or breach of any provision of this Agreement, City shall provide Developer with written notice of such default or breach. In the event that Developer has not cured the default or breach to City's satisfaction within thirty days (30) days of the date of the initial notice, or has not taken such reasonable steps as determined by City in City's sole discretion to expeditiously cure such default or breach, then City may, in addition to any other legal or equitable remedies, terminate this Agreement. In the event that City terminates this Agreement: 1) Developer shall be obligated to satisfy its Section 32-1 Obligations independently of and without the right to utilize the Regional Detention Basin; 2) Developer shall not be entitled to any refund of the Payment in Lieu; and 3) Developer shall be responsible for all costs associated with disconnecting the Property from the Regional Detention Basin, such costs, if not paid by Developer shall be assessed against the Property and a lien placed against the Property until paid. In the event Developer has been declared to be in default of this Agreement by City, in addition to any and all other remedies, City may revoke any certificates of occupancy that have been issued on the Property pending Developer's independent satisfaction of its Section 32-1 Obligations.

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 the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of same to be performed by Developer to which the same may apply and, until complete performance by Developer 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.

Modification. Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended, except in writing by the City.

Assignability. Developer shall not assign or transfer any part or all of its interest in this agreement without the City's prior approval. If Developer shall transfer any part of its obligations under this Agreement without the prior approval of the City, such transfer shall constitute a material breach of this Agreement.

Binding Agreement. This Agreement shall be binding upon the heirs, successors and assigns of the Developer. The obligations of the Developer under the Agreement shall also be a covenant that runs with the land and shall bind all successors in interest to title to the Property or portions thereof.

Recording. This Agreement shall be recorded with the Cass County Recorder of Deeds.

Conflicts of Interest. Developer certifies that no officer or employee of City has, or will have a direct or indirect financial or personal interest in this Agreement.

Counterparts. This Agreement may be signed in one or more counterparts.

Notices. All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid or commercial overnight courier to the following:

City:

City of Belton,
Ron Trivitt, City Manager
506 Main Street
Belton, MO 64012
Phone: 816-331-4331
Fax: 816-322-6973

With a copy to the City Attorney:

Megan McGuire, Esq.
506 Main Street
Belton, MO 64012

Developer:

All notices are effective on the date mailed or deposited with courier.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed pursuant to due authority of the date first set forth above.

DEVELOPER

By: _____

Title: _____

Date: _____

CITY

By: _____

Title: _____

Date: _____

**APPLICATION FOR PAYMENT IN LIEU OF CONSTRUCTING DETENTION
City of Belton, MO**



REVISED 01-06-16 due to driving lane between Lots 2 and 3

A. GENERAL INFORMATION

APPLICANT: Y Belton, LLC DATE: 1-6-15

DEVELOPMENT: Belton Gateway Addition, Lot 3

LOCATION: NEQ 163rd Street and Markey Parkway

B. SITE INFORMATION

Site Area: 1.16 acres

Existing Land Use: Vacant

Proposed Land Use: Restaurant and Retail

Site Impervious Area:

Existing: 2,415.2 SF , 0.06 acres

Proposed: 40,068.0 SF , 0.92 acres

Difference: 37,652.8 SF , 0.86 acres

C. DOWNSTREAM ANALYSIS

- Consult with City Engineer prior to completing this application and downstream analysis.
- Submit a report with the supporting information listed below that evaluates the existing drainage system from each site discharge point to the appropriate City regional detention basin. The report shall be prepared by or under the direct supervision of a Professional Engineer Registered in the State of Missouri, who must sign and seal the report. The report shall include, at a minimum, the following information:
 - A. Description of the development and change in land use(s).
 - B. Summary of hydrologic analysis, completed in accordance with City criteria, providing existing and proposed/developed conditions peak flows and hydrographs for the 1% and 10% chance events.
 - C. Narrative and graphical depiction of the downstream drainage system from the point(s) of discharge from the site to the City regional detention basin. Identify segments with existing flooding problems or problems that would be caused by increases in runoff from the development. Flooding problems are defined as areas where the 1% chance or more

APPLICATION FOR PAYMENT IN LIEU OF CONSTRUCTING DETENTION
City of Belton, MO



REVISED 01-06-16 due to driving lane between Lots 2 and 3

frequent flood enters buildings (either based on modeling or historical property owner complaints) or overtops public roadways.

D. Narrative section on the hydrologic and hydraulic modeling methods used; key input and output data shall be attached.

E. Maps and figures:

- Watershed map for regional basin showing location of proposed development within the basin. The drainage system linking the proposed development and the regional detention basin shall be highlighted.
- Existing development site map with aerial image and contour data.
- Proposed site development plan with contour data and drainage areas.
- Downstream system map with system type and size identified, along with identified flood problem areas as described in Part D above.

Data available from the City Engineer's office to aid in preparation of the downstream analysis:

- *Aerial imaging and contour data*
- *Existing drainage system GIS information (size, type and location)*
- *City Stormwater Master Plan (including approximate drainage system hydraulic performance information)*
- *Identified flood problem areas based on resident complaints and Stormwater Master Plan modeling information*

D. NO ADVERSE DOWNSTREAM IMPACT CERTIFICATION

As the professional engineer of record, I certify that, based on my analysis using standard engineering practices, stormwater detention for this development will not provide any downstream flood reduction benefits and the development will not increase downstream flooding.

Professional Engineer

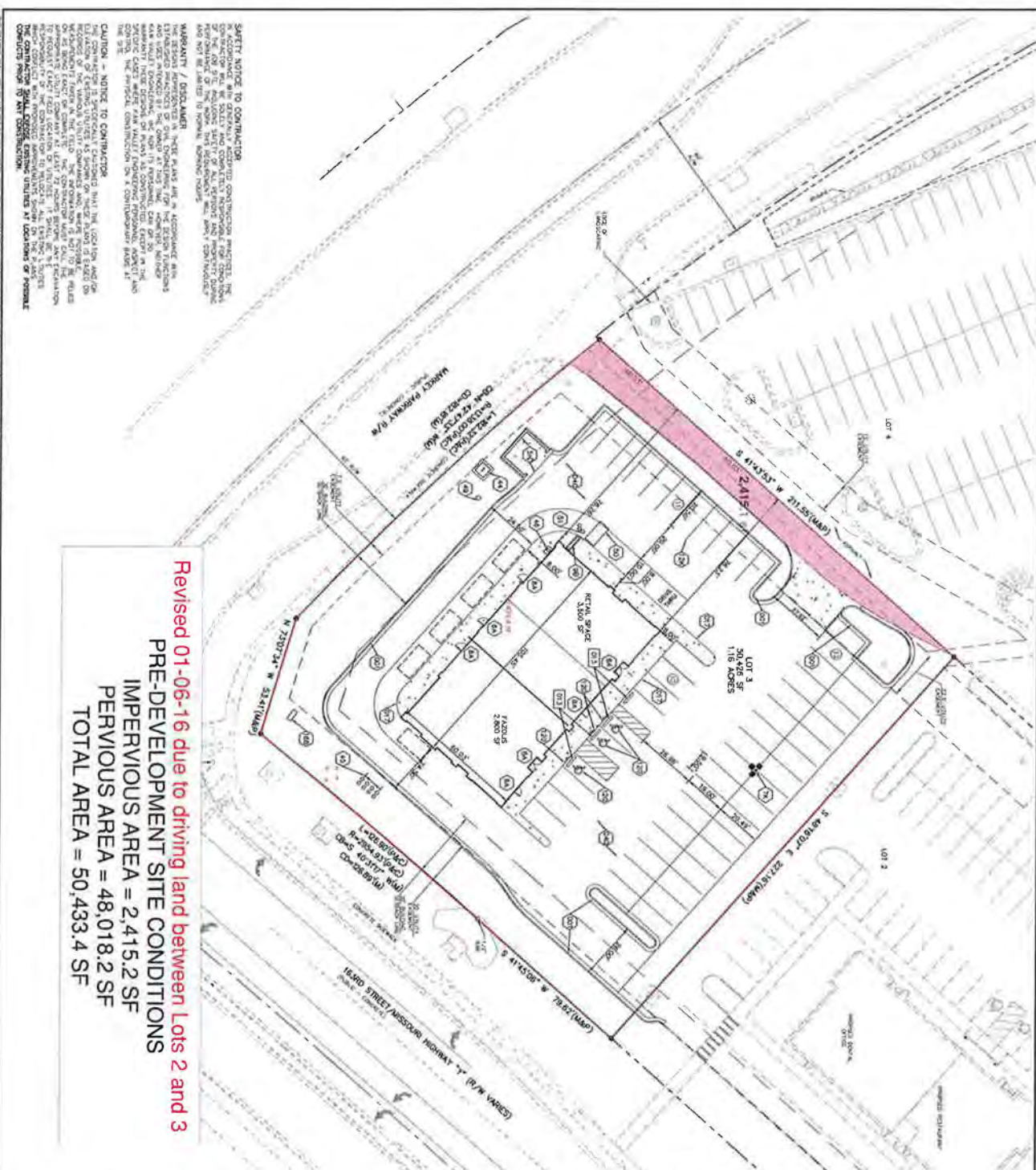
Date

E. PAYMENT IN LIEU OF DETENTION ACCEPTANCE/REJECTION

- The downstream impact analysis is acceptable and the application for payment in lieu of detention is APPROVED.
- The approved payment amount is \$ 4,386.00.
- Downstream improvements are required at an estimated cost of \$ _____.
- The application for payment in lieu of detention is DENIED.

City Engineer

Date



Revised 01-06-16 due to driving land between Lots 2 and 3

PRE-DEVELOPMENT SITE CONDITIONS

IMPERVIOUS AREA = 2,415.2 SF

PERVIOUS AREA = 48,018.2 SF

TOTAL AREA = 50,433.4 SF

SAFETY NOTICE TO CONTRACTOR
 THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDUCTING A PRE-CONSTRUCTION SURVEY OF ALL UTILITIES AND PROPERTY LINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND NOT BE LIMITED TO SPECIAL AGREEMENTS.

WARRANTY / DISCLAIMER
 THE DESIGN PROFESSIONAL IN THESE PLANS HAS NOT CONDUCTED A VISUAL SURVEY OF THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND NOT BE LIMITED TO SPECIAL AGREEMENTS.

CAUTION - NOTICE TO CONTRACTOR
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND NOT BE LIMITED TO SPECIAL AGREEMENTS.



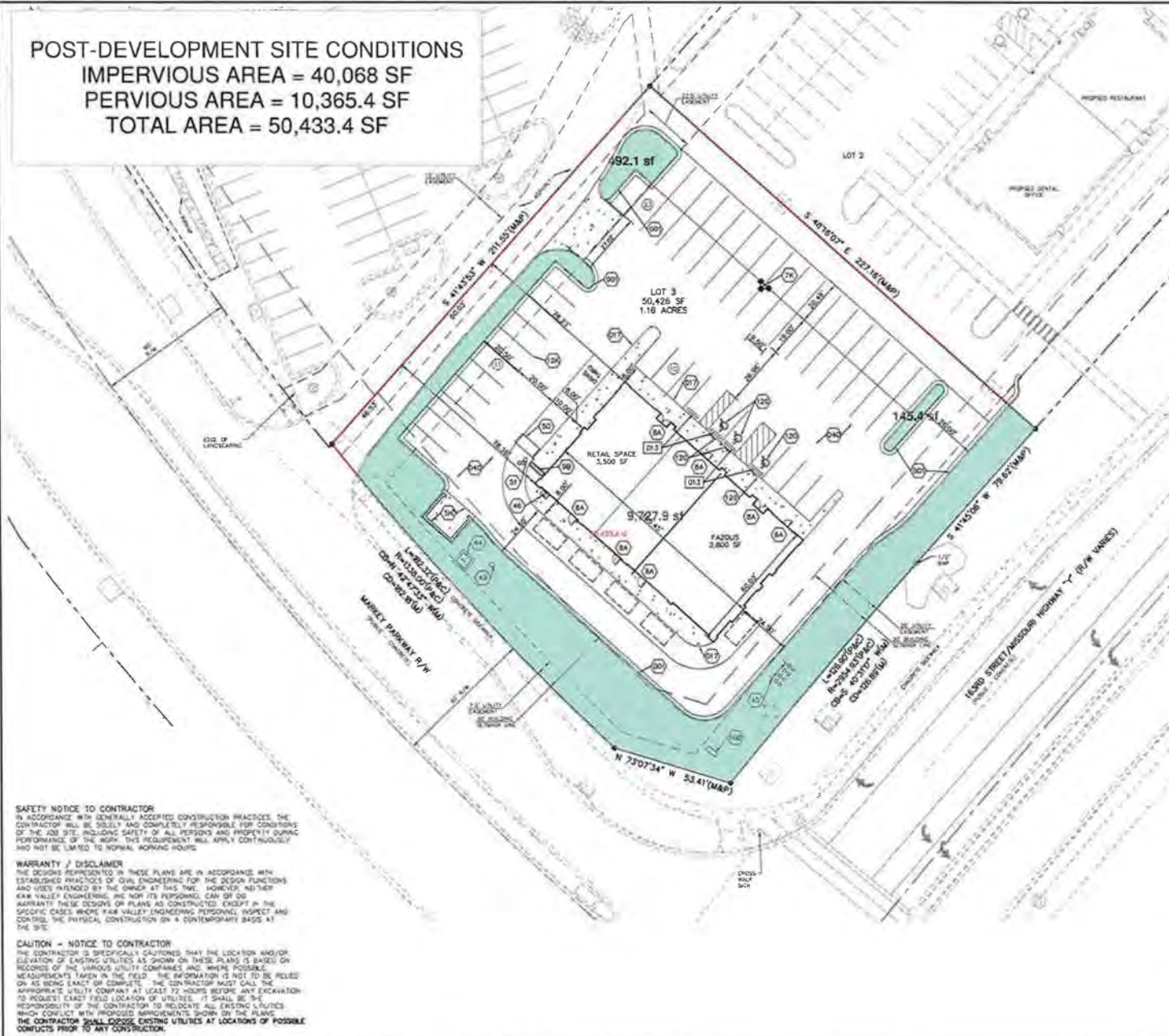
- NOTES:**
- CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT PERIODIC MAINTENANCE SCHEDULES, INCLUDING BUT NOT LIMITED TO EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
 - THESE PLANS HAVE NOT BEEN VERIFIED WITH FINAL, ARCHITECTURAL, ENGINEER OF ANY CONSTRUCTION OR CONTRACTOR'S RESPONSIBILITY FOR REVIEW AND COORDINATION OF ALL DRAWINGS AND CONTRACTORS.
 - ALL DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE.
 - ALL DIMENSIONS ARE REPRESENTATIVE TO PROPERTY LINE.
 - ACTUAL SIGN LOCATIONS TO BE COORDINATED WITH CONSTRUCTION MANAGERS.

- CONSTRUCTION NOTES:**
- CONSTRUCTION METHODS AND MATERIALS NOT SPECIFIED IN THESE PLANS ARE TO MEET OR EXCEED THE STANDARD SPECIFICATIONS.
 - ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS AND ANY OTHER REQUIREMENTS OF THE APPLICABLE CODES.
 - CONDUCT THE WORK IN A MANNER THAT WILL PROTECT AS FAR AS POSSIBLE THE EXISTING UTILITIES AND SURFACE OF THE ADJACENT PUBLIC AND PRIVATE AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND NOT BE LIMITED TO SPECIAL AGREEMENTS.
 - CONDUCT ALL UTILITIES SURVEYS AND TO THE BACK OF CURB UNLESS NOTED OTHERWISE.
 - CONDUCT ALL UTILITIES SURVEYS AND TO THE BACK OF CURB UNLESS NOTED OTHERWISE.
 - ALL UTILITY CONDUITS, DEVICES, INSTALLATION AND OPERATIONS SHALL COMPLY WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
 - ALL UTILITY CONDUITS, DEVICES, INSTALLATION AND OPERATIONS SHALL COMPLY WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
 - ALL UTILITY CONDUITS, DEVICES, INSTALLATION AND OPERATIONS SHALL COMPLY WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.

- NOTES:**
- CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT PERIODIC MAINTENANCE SCHEDULES, INCLUDING BUT NOT LIMITED TO EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
 - THESE PLANS HAVE NOT BEEN VERIFIED WITH FINAL, ARCHITECTURAL, ENGINEER OF ANY CONSTRUCTION OR CONTRACTOR'S RESPONSIBILITY FOR REVIEW AND COORDINATION OF ALL DRAWINGS AND CONTRACTORS.
 - ALL DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE.
 - ALL DIMENSIONS ARE REPRESENTATIVE TO PROPERTY LINE.
 - ACTUAL SIGN LOCATIONS TO BE COORDINATED WITH CONSTRUCTION MANAGERS.

LOT 3, BELTON GATEWAY ADDITION NE QUADRANT OF 163RD STREET & MARKEY PARKWAY BELTON, MISSOURI		<p>KAW VALLEY ENGINEERING</p> <p>1630 N. HIGHWAY 163, BELTON, MISSOURI 64015 TEL: 660-333-1111 FAX: 660-333-1112 WWW.KAWVALLEYENGINEERING.COM</p>	SHEET NO. 01-00000-01 PROJECT NO. 201303729	REV	DATE	DESCRIPTION	DSN	DWN	CHK
C2	A								

POST-DEVELOPMENT SITE CONDITIONS
 IMPERVIOUS AREA = 40,068 SF
 PERVIOUS AREA = 10,365.4 SF
 TOTAL AREA = 50,433.4 SF



NOTE:
 1. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF ENTRANCE, SLOPED PAVING, EXIT PORCHES, RAMP, TRUCK DOCKS, FREEDZE, BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
 2. THESE PLANS HAVE NOT BEEN VERIFIED WITH FINAL ARCHITECTURAL CONTRACT DRAWINGS. CONTRACTOR SHALL VERIFY AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES. CONTRACTOR IS FULLY RESPONSIBLE FOR REVIEW AND COORDINATION OF ALL DRAWINGS AND CONTRACTOR DOCUMENTS.
 3. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE.
 4. ALL DIMENSIONS ARE PERPENDICULAR TO PROPERTY LINE.
 5. ACTUAL SIGN LOCATIONS TO BE COORDINATED WITH CONSTRUCTION MANAGER.

CONSTRUCTION NOTES:
 1. COORDINATE START-UP AND ALL CONSTRUCTION ACTIVITIES WITH OWNER.
 2. CONSTRUCTION METHODS AND MATERIALS NOT SPECIFIED IN THESE PLANS ARE TO MEET OR EXCEED THE STANDARD SPECIFICATIONS.
 3. ALL CONSTRUCTION WORK AND UTILITY WORK OUTSIDE OF PROPERTY BOUNDARIES SHALL BE PERFORMED IN COORDINATION WITH AND IN ACCORDANCE WITH REGULATIONS OF THE AUTHORITIES CONCERNED.
 4. PUBLIC CONVENIENCE AND SAFETY: THE CONTRACTOR SHALL CONDUCT THE WORK IN A MANNER THAT WILL INFRINGE AS FAR AS PRACTICABLE, THE LEAST OBSTRUCTION TO TRAFFIC, AND SHALL PROVIDE FOR THE CONVENIENCE AND SAFETY OF THE GENERAL PUBLIC AND RESIDENTS ALONG AND ADJACENT TO HIGHWAYS IN THE CONSTRUCTION AREA.
 5. ALL DIMENSIONS SHOWN ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
 6. ACCESSIBLE STALLS SHOWN WITH A "Y" SHALL BE "Y" MIN AND SHALL HAVE A SIGN DESIGNATING "VAN-ACCESSIBLE". SEE DETAIL 102 AND 120.
 7. ALL TRAFFIC CONTROL DEVICES INSTALLATION AND OPERATIONS SHALL CONFORM WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

- FOR THE FOLLOWING DETAILS
- 006 CONCRETE CURB AND GUTTER
 - 013 CONCRETE WALK STOP
 - 017 CURB WALK/CURB (AT BUILDING)
 - 040 ASPHALT PAVEMENT
 - 041 ASPHALT DRIVE
 - 102 VAN ACCESSIBLE & VAN ACCESSIBLE SPACE STRIPING
 - 120 ACCESSIBLE PARKING SIGNAGE

- NOTES:
- 31 TRASH ENCLOSURE (SEE ARCH PLANS)
 - 76 LIGHT POLE BASE (OR MOUNTING HEIGHT)(SEE ARCH PLANS)
 - 8A ENTRY (SEE ARCH PLANS)
 - 8B MENU BOARD (SEE ARCH PLANS)
 - 124 WHITE PARKING LOT STRIPING (SHERMAN-WILLIAMS TM 2150 LEAD FREE OR APPROVED EQUAL)
 - 168 MONUMENT SIGN
 - 44 TRANSFORMER PAD (SEE UTILITY PLAN)
 - 45 WATER METER (SEE UTILITY PLAN)
 - 46 GAS METER (SEE UTILITY PLAN)
 - 48 METEOROLOGICAL GAUGE (SEE SHADING PLAN)
 - 52 DRAINAGE INTERCEPTOR
 - 81 CLEAN-OUT

SAFETY NOTICE TO CONTRACTOR
 IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

WARRANTY / DISCLAIMER
 THE DESIGNS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING FOR THE DESIGN FUNCTIONS AND USES INTENDED BY THE OWNER AT THIS TIME. HOWEVER, NEITHER K&V VALLEY ENGINEERING, INC NOR ITS REPRESENTED, CAN OR DO WARRANT THESE DESIGNS OR PLANS AS CONSTRUCTED. EXCEPT IN THE SPECIFIC CASES WHERE K&V VALLEY ENGINEERING PERSONNEL INSPECT AND CONTROL THE PHYSICAL CONSTRUCTION ON A CONTINGENT BASIS AT THE SITE.

CAUTION - NOTICE TO CONTRACTOR
 THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO PROJECT EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REDUCED ALL EXISTING UTILITIES WHICH CONFLICT WITH PROPOSED IMPROVEMENTS SHOWN ON THE PLANS. THE CONTRACTOR SHALL LOCATE EXISTING UTILITIES AT LOCATIONS OF POSSIBLE CONFLICTS PRIOR TO ANY CONSTRUCTION.

REV	DATE	DESCRIPTION
1	02/15/23	ISSUE FOR PERMITS
2	02/15/23	ISSUE FOR PERMITS
3	02/15/23	ISSUE FOR PERMITS
4	02/15/23	ISSUE FOR PERMITS
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99	02/15/23	ISSUE FOR PERMITS
100	02/15/23	ISSUE FOR PERMITS

LOT 3, BELTON GATEWAY ADDITION
 NE QUADRANT OF 63RD STREET & MARKEY PARKWAY
 BELTON, MISSOURI

SITE PLAN

PROJECT NO: 415-8441
 SHEET NO: 24 OF 27
 DATE: 04/13/23
 SCALE: C2
 A

SECTION VII
B

R2016-02

A RESOLUTION DIRECTING STAFF TO DELAY THE ACCEPTANCE AND PROCESSING OF NEW APPLICATIONS FOR SMOKE SHOPS, HOOKAH BARS, E-CIGARETTE SHOPS, AND VAPOR SHOPS WITHIN THE CITY OF BELTON, MISSOURI, BETWEEN JANUARY 12, 2016 AND JULY 12, 2016.

WHEREAS, a meeting was held before the Belton Planning Commission on January 4, 2016 in accordance with the provisions of Section 40-4 of the Unified Development Code of the City; and

WHEREAS, the Belton Planning Commission voted by a majority (8-0) of those present to recommend approval of a Resolution directing staff to delay the acceptance and processing of new applications for smoke shops, hookah bars, e-cigarette shops, and vapor shops to the City Council with conditions.

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

Section 1. That the Resolution directing staff to delay the acceptance and processing of new applications for smoke shops, hookah bars, e-cigarette shops, and vapor shops effective between January 12, 2016 and July 12, 2016.

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

READ AND ADOPTED: January 12, 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 ____ day of _____, 2016 and adopted at a regular meeting of the City Council held the ____ day of _____, 2016 by the following vote, to wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

Agenda Date January 12, 2016

Division/Department Jay C. Leipzig, Director

Council [X] Regular Meeting [] Work Session [] Special Session

Approvals

[] City Manager [] Department Director [] Attorney [] Finance Director [] Engineer

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

Issue/Recommendation

A resolution directing staff to delay the acceptance and processing of new applications for Smoke Shops, Hookah Bars, E-Cigarette Shops, and Vapor Shops within the City of Belton, Missouri between January 12, 2016 and July 12, 2016.

Proposed City Council Motion

Approve the Resolution

Background

New business applications for smoke shops, hookah bars, e-cigarette shops, and vapor shops have been administratively processed in accordance with Section 40-4 of the Unified Development Code.

When there is a need to amend existing ordinances to promote the health, safety, and general welfare, a "race of diligence" ensues between landowner and businesses seeking to establish rights under existing law and the City Council seeking to enact an amended ordinance before such vested rights are established.

The City Council must prevent the establishment of vested rights for additional licenses of smoke shops, hookah bars, e-cigarette shops, and vapor shops which will undermine the effect of the pending ordinance amendments before they are adopted.

Impact/Analysis

FINANCIAL IMPACT

Contractor	
Amount of Request/Contract	
Amount Budgeted	\$ N/A
Funding Source	
Additional Funds	\$
Funding Source	
Encumbered	\$
Funds Remaining	\$

Staff Recommendation, Action, and Date

Staff recommends the Council pass a resolution directing staff to delay acceptance and processing of new applications for smoke shops, hookah bars, e-cigarette shops, and vapor shops between January 12, 2016 and July 12, 2016, until the text amendments can be further refined.

List of reference documents attached

Resolution

SECTION VII
C

R2016-03

A RESOLUTION DIRECTING STAFF TO DELAY THE ACCEPTANCE AND PROCESSING OF NEW APPLICATIONS FOR USED CAR BUSINESSES, WITHIN THE CITY OF BELTON, MISSOURI, BETWEEN JANUARY 12, 2016 AND JULY 12, 2016.

WHEREAS, a meeting was held before the Belton Planning Commission on January 4, 2016 in accordance with the provisions of Section 40-4 of the Unified Development Code of the City; and

WHEREAS, the Belton Planning Commission voted by a majority (8-0) of those present to recommend approval of a Resolution directing staff to delay the acceptance and processing of new applications for used car businesses, to the City Council with conditions.

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

Section 1. That the Resolution directing staff to delay the acceptance and processing of new applications for used car businesses shall be effective between January 12, 2016 and July 12, 2016.

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

READ AND ADOPTED: January 12, 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 _____ day of _____, 2016 and adopted at a regular meeting of the City Council held the _____ day of _____, 2016 by the following vote, to wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

Agenda Date January 12, 2016

Division/Department Jay C. Leipzig, Director

Council [X] Regular Meeting [] Work Session [] Special Session

Approvals

[] City Manager [] Department Director [] Attorney [] Finance Director [] Engineer

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

Issue/Recommendation

A resolution directing staff to delay the acceptance and processing of new applications for used car businesses within the City of Belton, Missouri between January 12, 2016 and July 12, 2016.

Proposed City Council Motion

Approve the Resolution

Background

New business applications for used car businesses have been administratively processed in accordance with Section 40-4 of the Unified Development Code. After further discussion and recommendation from the Planning Commission, this body recommended that a delay in the processing of these applications be enacted in order to further refine the zoning requirements to ensure high quality developments within the City of Belton.

When there is a need to amend existing ordinances to promote the health, safety, and general welfare, a "race of diligence" ensues between landowner and businesses seeking to establish rights under existing law and the City Council seeking to enact an amended ordinance before such vested rights are established, creating additional safety and general welfare problems. This "race for diligence" is counterproductive to both individual landowners and the City as a whole, because landowners and business owners rush to submit applications that may not have received adequate consideration and to gain approval of such applications.

The City Council must prevent the establishment of vested rights for additional licenses of used car businesses which will undermine the effect of the pending ordinance amendments before they are adopted, thereby protecting the zoning process. To ensure the City Council successfully, fairly and rationally fulfills this duty, it is necessary to temporarily preserve the status quo by administratively delaying the acceptance and processing of additional license applications for used car businesses until the further refinement of the City's Unified Development Code is completed.

Impact/Analysis

FINANCIAL IMPACT

Contractor	
Amount of Request/Contract	
Amount Budgeted	\$ N/A
Funding Source	
Additional Funds	\$
Funding Source	
Encumbered	\$
Funds Remaining	\$

Staff Recommendation, Action, and Date

Staff recommends the Council pass a resolution directing staff to delay acceptance and processing of new applications for used car businesses between January 12, 2016 and July 12, 2016, until the text amendments can be further refined.

List of reference documents attached

Resolution