



**CITY OF BELTON  
CITY COUNCIL  
REGULAR MEETING  
TUESDAY, MARCH 22, 2016 – 7:00 PM  
CITY HALL ANNEX  
520 MAIN STREET  
AGENDA**

- I. CALL REGULAR MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – COUNCILMAN FLETCHER
- III. ROLL CALL

IV. CONSENT AGENDA

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

- A. Motion approving the minutes of the March 1, 2016, City Council special meeting and the March 8, 2016, City Council regular meeting.

Paperwork attached.

Page 11

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

Paperwork attached.

Page 19

- C. Motion approving Resolution R2016-13:  
A RESOLUTION AUTHORIZING THE CITY COUNCIL OF BELTON, MISSOURI  
TO APPOINT JASON HARRISON TO THE TAX INCREMENT FINANCING  
COMMISSION.

Paperwork attached.

Page 43

Pass     Fail

- D. Motion approving the renewal of a maintenance agreement and software update for the Livescan computerized fingerprint system for the Police Department.

Paperwork attached.

Page 49                       Pass     Fail

V. PERSONAL APPEARANCES

- A. Blaine Elliott, 130 Apple Blossom Court – Roads and Chip Seal

VI. POLICE DEPARTMENT PRESENTATION OF 2015 DEPARTMENTAL AWARDS  
**Recess for Reception in Honor of Award Recipients**

VII. ORDINANCES

- A. Motion approving final reading of Bill No. 2016-14 **as amended:**

AN ORDINANCE AMENDING SECTIONS: 42-36, RATES INSIDE THE CITY; 42-38, WATER RATES FOR APPROVED WATER DISTRICTS OR LOCAL GOVERNMENTS; 42-39, RATES FOR WATER CONSUMED OUTSIDE CITY; 42-296, SEWER SYSTEM USER RATES; OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF BELTON, MISSOURI.

First reading was passed on February 23, 2016. There have been changes made to the rates. Approval of the amendment and final reading were postponed at the March 8, 2016, meeting.

Paperwork attached

Page 61                       Pass     Fail

- B. Motion approving final reading of Bill No. 2016-16:

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH **BURNS & MCDONNELL / CAS, LLC.**

The contract language is currently being reviewed and/or negotiated. **A motion to postpone until April 12, 2016, is necessary.**

Paperwork previously distributed

Pass     Fail

- C. Motion approving final reading of Bill No. 2016-17:  
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH, INC.

The contract language is currently being reviewed and/or negotiated. **A motion to postpone until April 12, 2016, is necessary.**

Paperwork previously distributed

Pass  Fail

- D. Motion approving final reading of Bill No. 2016-18:  
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH HG CONSULT, INC.

The contract language is currently being reviewed and/or negotiated. **A motion to postpone until April 12, 2016, is necessary.**

Paperwork previously distributed

Pass  Fail

- E. Motion approving final reading of Bill No. 2016-19:  
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH KRUGER TECHNOLOGIES, INC.

The contract language is currently being reviewed and/or negotiated. **A motion to postpone until April 12, 2016, is necessary.**

Paperwork previously distributed

Pass  Fail

- F. Motion approving final reading of Bill No. 2016-20:  
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES, INC.

The contract language is currently being reviewed and/or negotiated. **A motion to postpone until April 12, 2016, is necessary.**

Paperwork previously distributed

Pass  Fail

- G. Motion approving final reading of Bill No. 2016-21:  
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH TERRACON CONSULTANTS, INC.

The contract language is currently being reviewed and/or negotiated. **A motion to postpone until April 12, 2016, is necessary.**

Paperwork previously distributed

Pass  Fail

- H. Motion approving final reading of Bill No. 2016-22:  
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH TRANSYSTEMS CORPORATION.

The contract language is currently being reviewed and/or negotiated. **A motion to postpone until April 12, 2016, is necessary.**

Paperwork previously distributed

Pass  Fail

- I. Motion approving final reading of Bill No. 2016-23:  
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH TREKK DESIGN GROUP, LLC.

The contract language is currently being reviewed and/or negotiated. **A motion to postpone until April 12, 2016, is necessary.**

Paperwork previously distributed

Pass  Fail

- J. Motion approving final reading of Bill No. 2016-24:  
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING CHANGE ORDER #1 WITH TERRY SNELLING CONSTRUCTION, INC. FOR THE 2015 STREET PRESERVATION PROJECT / CONCRETE REPLACEMENT INCREASING THE CONTRACT AMOUNT BY \$450,000.00.

Paperwork previously distributed

Pass  Fail



- K. Motion approving final reading of Bill No. 2016-25:  
AN ORDINANCE APPROVING A COST SHARING AGREEMENT WITH MID-AMERICA REGIONAL COUNCIL (MARC) FOR THE KANSAS CITY METROPOLITAN REGIONAL AERIAL PHOTOGRAPHY PROJECT.

Paperwork previously distributed

Pass  Fail

- L. Motion approving final reading of Bill No. 2016-26:  
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A REPAIR SERVICE AGREEMENT WITH WEATHERPROOFING TECHNOLOGIES, INC. FOR ROOF REPAIRS TO THE WASTEWATER TREATMENT PLANT BUILDING IN A NOT-TO-EXCEED AMOUNT OF \$6,328.54.

Paperwork previously distributed

Pass  Fail

- M. Motion approving final reading of Bill No. 2016-27:  
AN ORDINANCE AUTHORIZING A SALARY ADJUSTMENT FOR THE MAYOR OF THE CITY OF BELTON EFFECTIVE APRIL 1, 2017.

Paperwork previously distributed

Pass  Fail

- N. Motion approving final reading of Bill No. 2016-28:  
AN ORDINANCE AUTHORIZING A SALARY ADJUSTMENT FOR THE COUNCILMAN POSITION OF THE CITY OF BELTON EFFECTIVE APRIL 1, 2018.

Paperwork previously distributed

Pass  Fail

- O. Motion approving final reading of Bill No. 2016-29:  
AN ORDINANCE AUTHORIZING THE CITY OF BELTON, MISSOURI TO APPROVE THE AGREEMENT WITH KENTON BROTHERS LOCKSMITH, INC. TO UPGRADE THE DOOR SCAN ACCESS SECURITY LOCKS FOR FIRE STATION #1 AND FIRE STATION #2.

Revised agreement attached

Page 69

Pass  Fail

- P. Motion approving final reading of Bill No. 2016-30:  
AN ORDINANCE APPROVING THE RE-APPROPRIATION & REVISION OF THE FISCAL YEAR 2016 ADOPTED CITY BUDGET TO REFLECT A CONTRACT WITH KENTON BROTHERS LOCKSMITH, INC. TO UPGRADE THE DOOR SCAN ACCESS SECURITY LOCKS FOR FIRE STATION #1 AND FIRE STATION #2.

Paperwork previously distributed

Pass  Fail

- Q. Motion approving first reading of Bill No. 2016-32:  
AN ORDINANCE DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING FOR PUBLIC USE TEMPORARY CONSTRUCTION EASEMENTS AND PERMANENT EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF STORM DRAINAGE IMPROVEMENTS RELATED TO THE PACIFIC DRIVE STORM DRAINAGE IMPROVEMENTS PROJECT GENERALLY LOCATED IN SECTION 14, TOWNSHIP 46 NORTH, RANGE 33 WEST, ALL IN THE CITY OF BELTON, CASS COUNTY, MISSOURI; AUTHORIZING THE CITY AND ITS DESIGNEES TO NEGOTIATE FOR THE PURPOSE OF ACQUIRING THE EASEMENTS AND PROPERTY ACQUISITION BY CONTRACT OR CONDEMNATION; AND AUTHORIZING THE CITY ATTORNEY AND HIS/HER DESIGNEES TO INSTITUTE CONDEMNATION PROCEEDINGS IF SUCH INTERESTS IN LAND CANNOT BE ACQUIRED BY PURCHASE THROUGH GOOD FAITH NEGOTIATIONS.

Paperwork attached

Page 85  Pass  Fail

- R. Motion approving first reading of Bill No. 2016-33:  
AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW A ONE (1) SIDED DIGITAL BILLBOARD SIGN, LOCATED IN A C-2 (GENERAL COMMERCIAL) DISTRICT, ALONG THE EAST SIDE OF I-49, JUST SOUTH OF 162<sup>ND</sup> STREET, ADDRESSED AS 16241 E. OUTER ROAD, BELTON, MISSOURI.

Paperwork attached

Page 137  Pass  Fail

- S. Motion approving both readings of Bill No. 2016-34:  
AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2016 ADOPTED CITY BUDGET.

This is the final budget amendment for fiscal year 2016 and amends the annual budget to appropriate additional revenues that were received in the Street Impact Fee fund, Mayor's Christmas Tree fund, Belton Marketplace TIF fund, Y Belton Plaza TIF fund and the Water SRF 1 Projects fund throughout the year and transfers money from the rainy day fund in the Hotel/Motel Tax fund, Drug Seizure fund, DWI Recovery fund and Water Impact Fee fund to increase the appropriation for approved expenditures for this fiscal year.

Page 151                       Pass     Fail

- T. Motion approving first reading of Bill No. 2016-35:  
AN ORDINANCE AUTHORIZING AND APPROVING A PUBLIC SERVICES AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND DOWNTOWN MAIN STREET, INC. TO PROVIDE PUBLIC SERVICES SUPPORT FOR THE FALL FESTIVAL IN BELTON, MISSOURI IN SEPTEMBER 2016.

Paperwork attached.

Page 159                       Pass     Fail

#### VIII. RESOLUTIONS

- A. Motion approving Resolution R2016-14:  
A RESOLUTION APPROVING TASK AGREEMENT # 1 WITH STREETWISE, INC. FOR THE PURPOSE OF COMPLETING THE ANNUAL STREET STRIPING PROGRAM AT A NOT TO EXCEED AMOUNT OF \$67,000.

Paperwork attached.

Page 169                       Pass     Fail

- B. Motion approving Resolution R2016-15:  
A RESOLUTION APPROVING TASK AGREEMENT #2016-1 WITH WIEDENMANN, INC. TO MAKE NECESSARY SANITARY SEWER MAIN REPAIR AT 407 HACKBERRY STREET AT A NOT TO EXCEED AMOUNT OF \$11,143.

Paperwork attached.

Page 179                       Pass     Fail

#### IX. CITY COUNCIL LIAISON REPORTS

#### X. MAYOR'S COMMUNICATIONS

- XI. CITY MANAGER'S REPORT
- XII. MOTIONS
- XIII. OTHER BUSINESS
- XIV. Motion to enter Executive Session to discuss matters pertaining to preparation, including any discussion or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups according to Missouri Statute 610.021.9 and that the record be closed
- XV. ADJOURN

**SECTION IV**  
**A**

**CITY OF BELTON  
CITY COUNCIL SPECIAL MEETING  
MARCH 1, 2016  
CITY HALL ANNEX  
520 MAIN STREET,  
BELTON, MISSOURI**

Mayor Davis called the special meeting to order at 7:00 p.m.

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

**RESOLUTIONS:**

Ms. Cunningham read Resolution R2016-10\*: **A RESOLUTION ENGAGING SHOCKEY CONSULTING SERVICES, LLC, TO PREPARE AND DISTRIBUTE PUBLIC INFORMATIONAL AND EDUCATIONAL MATERIALS FOR THE SALES TAX RENEWAL QUESTION ON THE APRIL 5<sup>TH</sup> MUNICIPAL BALLOT.** Presented by Councilman Newell, seconded by Councilman Lathrop. The cost is \$10,630. Councilman Savage asked where the money will come from. Mr. Trivitt said there will be a budget amendment. Sheila Shockey with Shockey Consulting spoke on what will be provided. There will be meetings with elected officials. There will be a display board for city hall and the community center. There will be a PowerPoint for the TV and social media. There will be an in-house brochure going in the water bills. We want to make sure everyone is educated on the issue.

Vote on the resolution was recorded with all voting in favor. Resolution passed.

Being no further business, Mayor Davis adjourned the special meeting at 7:10 p.m.



Andrea Cunningham, Executive Secretary

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Jeff Davis, Mayor

\*A scrivener's error was discovered on the agenda listing this resolution as R2016-05. It is actually R2016-10 as reflected in the minutes.



**MINUTES OF THE  
BELTON CITY COUNCIL MEETING  
MARCH 8, 2016  
CITY HALL ANNEX, 520 MAIN STREET  
BELTON, MISSOURI**

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

Councilman Savage led the Pledge of Allegiance to the Flag.

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

**CONSENT AGENDA:**

Councilman Savage moved to approve the consent agenda consisting of a motion **approving the minutes of the February 23, 2016, City Council regular meeting; a motion approving the City Attorney office renovation at a cost not to exceed \$25,298 and engaging J. E. Dunn as the project manager; a motion approving Resolution R2016-11: A RESOLUTION AUTHORIZING THE CITY COUNCIL OF BELTON, MISSOURI TO REAPPOINT STEVEN DEERE AS A DIRECTOR OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF BELTON, MISSOURI; a motion approving Resolution R2016-12: A RESOLUTION REAPPOINTING BOBBY PERKINS, DAVID HARBER, AND J.W. BROWN TO THE BUILDING AND FIRE PREVENTION CODES BOARD OF ADJUSTMENT;** and a **motion approving the Belton Police Department to purchase a new storage device to be used to hold both in case and body worn camera videos.** Councilman Newell seconded. All present voted in favor. Councilman Hoag absent. Consent agenda approved.

**PERSONAL APPEARANCES:**

Scott Woodward with Family Tree Furniture, 402 Main Street, and Diane Huckshorn with the Belton Chamber of Commerce presented to the Council their idea of Junk in the Trunk. Harrisonville holds an event like this each month and Mr. Woodward would like to do the same. Vendors would set up their cars in the 300 and 400 blocks of Main Street from 3:00-6:00 p.m. on the 2<sup>nd</sup> Saturday to sell things from their trunks. There would also be live music and activities for kids. Mr. Woodward said each vendor will be required to pay a \$5 donation for a spot. The donation will go to the Chamber of Commerce to help with marketing and advertising. Mr. Woodward said he's talked with most of the store owners on the 300 and 400 blocks of Main Street and they are in favor of this. Councilman Savage was concerned that Mr. Woodward had not spoken to every owner on the 300 and 400 blocks of Main Street. Ms. Huckshorn said the merchants have been talking about this and are excited. Councilman Lathrop asked if insurance would be required. Mr. Woodward said each vendor will be required to sign saying they understand they are responsible for their own products and for collecting and remitting their own taxes, if applicable. Police Chief Person said they would not be assigning an officer to this event, but as the officers are on patrol they will know an event is taking place. The consensus of the Council was to approve a street closure of the 300 and 400 blocks of Main Street from 3:00 p.m.-

6:00 p.m. on April 9, May 14, June 11, July 9, August 13, and October 8, 2016. (It was noted that the Fall Festival is September 10, so that date was removed from the original request.)

## **ORDINANCES:**

Andrea Cunningham, Executive Secretary, gave the final reading of Bill No. 2016-13: **AN ORDINANCE APPROVING THE PROPOSED FISCAL YEAR 2017 CITY BUDGET, AS REVISED, AND APPROPRIATING FUNDS FROM THE REVENUES OF THE CITY.** Presented by Councilman Trutzel, seconded by Councilman Von Behren. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Trutzel, Von Behren, Mayor Davis, Councilmen Lathrop, Fletcher, Newell, VanWinkle, and Savage; Noes: None; Absent: 1, Councilman Hoag. Bill No. 2016-13 was declared passed and in full force and effect as Ordinance No. 2016-4180, subject to Mayoral veto.

Councilman Lathrop moved to amend Bill No. 2016-14: **AN ORDINANCE AMENDING SECTIONS: 42-36, RATES INSIDE THE CITY; 42-38, WATER RATES FOR APPROVED WATER DISTRICTS OR LOCAL GOVERNMENTS; 42-39, RATES FOR WATER CONSUMED OUTSIDE CITY; 42-296, SEWER SYSTEM USER RATES; OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF BELTON, MISSOURI.** Councilman Von Behren seconded. Sheila Ernzen, Finance Director, was not at the meeting to review the changes prompting the amendment. There was considerable council discussion and debate. There were concerns about passing on the entire KC water rate increase to the user, but also concerns about using the City's reserves toward capital improvements. Jeff Fisher, Public Works Director, said we have projects that need to be completed. If we aren't careful, we'll deplete our reserves. After discussion, the Council was not in favor of passing the amendment. **Councilman Savage moved to postpone the amendment and final reading until the March 22, 2016 regular Council meeting.** Councilman Von Behren seconded. All present voted in favor of postponement of Bill No. 2016-14. Motion to postpone carried. Councilman Hoag absent.

Ms. Cunningham gave the final reading of Bill No. 2016-15: **AN ORDINANCE AUTHORIZING AND ADOPTING AN AMENDMENT TO CHAPTER 2 – ADMINISTRATION, ARTICLE IV – ADMINISTRATIVE PROCEDURES, DIVISION 4 – CITY PROPERTY, SECTION 2-992 – DISPOSITION OF SURPLUS REAL PROPERTY OWNED BY THE CITY IN FEE TO THIRD PARTIES.** Presented by Councilman Von Behren, seconded by Councilman Trutzel. The Council was polled and the following vote recorded; Ayes: 8, Mayor Davis, Councilmen Savage, Newell, Von Behren, Fletcher, Lathrop, Trutzel, and VanWinkle; Noes: None; Absent: 1, Councilman Hoag. Bill No. 2016-15 was declared passed and in full force and effect as Ordinance No. 2016-4181, subject to Mayoral veto.

The contract language in Bills No. 2016-16, 2016-17, 2016-18, 2016-19, 2016-20, 2016-21, 2016-22, and 2016-23 is currently being reviewed and/or negotiated. A motion to postpone until March 22, 2016, is necessary. Councilman Lathrop moved to postpone Bill No. 2016-16: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH BURNS & MCDONNELL / CAS, LLC; Bill No. 2016-17: AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH, INC; Bill No. 2016-18: AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL**

**ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH HG CONSULT, INC; Bill No. 2016-19: AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH KRUGER TECHNOLOGIES, INC; Bill No. 2016-20: AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES, INC; Bill No. 2016-21: AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH TERRACON CONSULTANTS, INC; Bill No. 2016-22: AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH TRANSYSTEMS CORPORATION; Bill No. 2016-23: AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH TREKK DESIGN GROUP, LLC.** Councilman Fletcher seconded. All present voted in favor of postponement of Bill No. 2016-16, 2016-17, 2016-18, 2016-19, 2016-20, 2016-21, 2016-22, and 2016-23. Councilman Hoag absent. Motion to postpone carried.

Ms. Cunningham read Bill No. 2016-24: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING CHANGE ORDER #1 WITH TERRY SNELLING CONSTRUCTION, INC. FOR THE 2015 STREET PRESERVATION PROJECT / CONCRETE REPLACEMENT INCREASING THE CONTRACT AMOUNT BY \$450,000.00.** Presented by Councilman Savage, seconded by Councilman Lathrop. Vote on the first reading was recorded with all present voting in favor. Councilman Hoag absent. First reading passed.

Ms. Cunningham read Bill No. 2016-25: **AN ORDINANCE APPROVING A COST SHARING AGREEMENT WITH MID-AMERICA REGIONAL COUNCIL (MARC) FOR THE KANSAS CITY METROPOLITAN REGIONAL AERIAL PHOTOGRAPHY PROJECT.** Presented by Councilman Trutzel, seconded by Councilman Von Behren. Vote on the first reading was recorded with all present voting in favor. Councilman Hoag absent. First reading passed.

Ms. Cunningham read Bill No. 2016-26: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A REPAIR SERVICE AGREEMENT WITH WEATHERPROOFING TECHNOLOGIES, INC. FOR ROOF REPAIRS TO THE WASTEWATER TREATMENT PLANT BUILDING IN A NOT-TO-EXCEED AMOUNT OF \$6,328.54.** Presented by Councilman Trutzel, seconded by Councilman Fletcher. Councilman Trutzel asked if this is a flat roof. Mr. Fisher said yes, but it's rubberized which has helped. Vote on the first reading was recorded with all present voting in favor. Councilman Hoag absent. First reading passed.

Ms. Cunningham read Bill No. 2016-27: **AN ORDINANCE AUTHORIZING A SALARY ADJUSTMENT FOR THE MAYOR OF THE CITY OF BELTON EFFECTIVE APRIL 1, 2017.** Presented by Councilman Newell, seconded by Councilman Fletcher. Councilman Savage said this increase may be too much, but the city is growing and the Mayor should be compensated for what he does. Councilmen Newell and Von Behren voiced that this amount seems fair for the effort put in. It was noted that is not a raise for the current Mayor. It will go into effect for the next Mayor. Councilman Savage said the Mayor is paying for his own cell phone. With the next Mayor, he would like the issue of the cell phone to come before the



Council. Councilman Lathrop moved to amend the Mayor's salary per Bill No. 2016-27 to \$800 per month instead of \$1,400 per month. This motion failed for lack of second. Vote on the first reading was recorded with all present voting in favor. Councilman Hoag absent. First reading passed.

Ms. Cunningham read Bill No. 2016-28: **AN ORDINANCE AUTHORIZING A SALARY ADJUSTMENT FOR THE COUNCILMAN POSITION OF THE CITY OF BELTON EFFECTIVE APRIL 1, 2018.** Presented by Councilman Trutzel, seconded by Councilman Lathrop. Councilman Trutzel said the City Council hasn't had a raise in 12 years. Councilman Lathrop agreed that it's been a long time. It was noted that is not a raise for the current Councilmen. It will go into effect in 2018. Councilmen Von Behren and Fletcher voiced their opposition to the increase. Vote on the first reading was recorded; Ayes: 6, Mayor Davis, Councilmen Lathrop, Savage, Trutzel, VanWinkle, Newell; Noes: 2, Councilmen Fletcher and Von Behren; Absent: 1, Councilman Hoag. First reading passed.

Ms. Cunningham read Bill No. 2016-29: **AN ORDINANCE AUTHORIZING THE CITY OF BELTON, MISSOURI TO APPROVE THE AGREEMENT WITH KENTON BROTHERS LOCKSMITH, INC. TO UPGRADE THE DOOR SCAN ACCESS SECURITY LOCKS FOR FIRE STATION #1 AND FIRE STATION #2.** Presented by Councilman Trutzel, seconded by Councilman Lathrop. Vote on the first reading was recorded with all present voting in favor. Councilman Hoag absent. First reading passed.

Ms. Cunningham read Bill No. 2016-30: **AN ORDINANCE APPROVING THE RE-APPROPRIATION & REVISION OF THE FISCAL YEAR 2016 ADOPTED CITY BUDGET TO REFLECT A CONTRACT WITH KENTON BROTHERS LOCKSMITH, INC. TO UPGRADE THE DOOR SCAN ACCESS SECURITY LOCKS FOR FIRE STATION #1 AND FIRE STATION #2.** Presented by Councilman Lathrop, seconded by Councilman Trutzel. Vote on the first reading was recorded with all present voting in favor. Councilman Hoag absent. First reading passed.

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

The Belton High School girl's basketball team is playing tomorrow at 3:00 p.m. against William Chrisman High School in the district finals. It will be at the Independence Event Center.

Councilman Fletcher reported that the Cass County job fair will be April 9 from 10 a.m. – 2 p.m. at the Belton Middle School.

#### **OTHER BUSINESS:**

Councilman Trutzel asked Fire Chief Norman Larkey if the fire department had bullet proof vests. Chief Larkey said no. Chief Larkey said if the EMTs are going into a situation with the police department, there could be some risk. But if the situation is volatile, the fire department will usually pull back until it's safe.

Councilman Von Behren asked if there's going to be a Citizen's Appreciation Fair this year. Mr. Fisher said yes, they are working on a date.

At 8:05 p.m., Councilman Von Behren moved to enter into Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1, and matters pertaining to preparation, including any discussion or work product, on behalf of a public governmental body

or its representatives for negotiations with employee groups according to Missouri Statute 610.021.9 and that the record be closed. Councilman Trutzel seconded. The following vote was recorded: Ayes: 8, Mayor Davis, Councilmen Savage, Newell, Von Behren, Fletcher, Lathrop, Trutzel, and VanWinkle; Noes: None; Absent: 1, Councilman Hoag.

The Council returned from executive session at 9:08 p.m.

Being no further business, Councilman Lathrop moved to adjourn. Councilman Newell seconded. All present voted in favor. Councilman Hoag absent. Meeting adjourned.



Andrea Cunningham, Executive Secretary

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Jeff Davis, Mayor

**SECTION IV**  
**B**



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

**COURT DATES: 2/3/16; 2/10/16; 2/17/16; 2/24/16**

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

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

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



# My Filed Or Closed Cases Listing

Belton

3/3/2016 11:24:41 AM

Totals For Filed Date From 02/01/2016 To 02/29/2016

Posted Fee Totals For Posted Date From 02/01/2016 To 02/29/2016

## Violations By Filed Date

City Ordinance	151
MOVING TRAFFIC	480
Parking	1
Traffic	160
UNIFIED DEVELOPMENT CODE	2
UNUSED	2
<b>Total Violations Filed:</b>	<b>796</b>

## Violations Completed-Paid Fines By Filed Date CL-CLOSED FOUND GUILTY

City Ordinance	1
MOVING TRAFFIC	128
Traffic	70
CL	199
<b>Total Violations Completed-Paid Fines:</b>	<b>199</b>

## Violations Completed-Before Judge By Filed Date CL-CLOSED FOUND GUILTY

City Ordinance	84
IPMC CODE	3
MOVING TRAFFIC	99
Traffic	116
UNUSED	4
CL	306

## DS-DISMISSED SC PP RECALCULATED/PAID



# My Filed Or Closed Cases Listing

Belton

3/3/2016 11:24:41 AM

Totals For Filed Date From 02/01/2016 To 02/29/2016

Posted Fee Totals For Posted Date From 02/01/2016 To 02/29/2016

## Violations Completed-Before Judge By Filed Date

City Ordinance	24	
D\$		24

## DC-Dismissed by Complainant

City Ordinance	3	
DC		3

## DI-CLOSED BY SIS

MOVING TRAFFIC	5	
DI		5

## DJ-Dismissed by Judge

MOVING TRAFFIC	1	
DJ		1

## DO-DISMISSED BY OFFICER

Traffic	3	
DO		3

## DP-Dismissed by Prosecutor

City Ordinance	17	
MOVING TRAFFIC	37	
Traffic	5	
DP		59

## DW-DISMISSED NO WITNESS

City Ordinance	1	
DW		1

## DX-FOUND NOT GUILTY AT TRIAL



# My Filed Or Closed Cases Listing

Belton

3/3/2016 11:24:41 AM

Totals For Filed Date From 02/01/2016 To 02/29/2016

Posted Fee Totals For Posted Date From 02/01/2016 To 02/29/2016

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## Violations Completed-Before Judge By Filed Date

City Ordinance	4
MOVING TRAFFIC	58
Traffic	2
<b>DX</b>	<b>64</b>
<b>Total Violations Completed-Before Judge:</b>	<b>466</b>

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## Violations Completed-Other By Filed Date

### DO-DISMISSED BY OFFICER

City Ordinance	2
<b>DO</b>	<b>2</b>

### DS-DISMISSED STATE CHARGES

City Ordinance	1
MOVING TRAFFIC	4
<b>DS</b>	<b>5</b>

### VD-Voided Docket

MOVING TRAFFIC	3
UNIFIED DEVELOPMENT CODE	1
<b>VD</b>	<b>4</b>
<b>Total Violations Completed-Paid Fines:</b>	<b>11</b>



# My Filed Or Closed Cases Listing

Belton

3/3/2016 11:24:41 AM

Totals For Filed Date From 02/01/2016 To 02/29/2016

Posted Fee Totals For Posted Date From 02/01/2016 To 02/29/2016

Total Violations Completed-Paid Fines:	199
Total Violations Completed-Before Judge:	466
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	11
<hr/>	
Total Violations Completed:	676
Total Violations Filed:	796
<hr/>	
Net Difference Filed - Completed:	120

## Warrants Issued

City Ordinance	111		
IPMC CODE	2		
MOVING TRAFFIC	125		
Traffic	40		
Total Warrants Issued:	278	Total Violations:	278

## Warrants Cleared

City Ordinance	78		
MOVING TRAFFIC	81		
Traffic	45		
Total Warrants Cleared:	204	Total Violations:	204

Total Warrants Issued:	278
Total Warrants Cleared:	204
Net Difference:	74



# My Filed Or Closed Cases Listing

Belton

3/3/2016 11:24:41 AM

Totals For Filed Date From 02/01/2016 To 02/29/2016

Posted Fee Totals For Posted Date From 02/01/2016 To 02/29/2016

## Violations Completed-Other Paid By Filed Date

### AJ-SUSPENDED IMPOSITION OF SENTEN

City Ordinance	6	
MOVING TRAFFIC	4	
UNUSED	1	
AJ		11

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

MOVING TRAFFIC	5	
CD		5

### CL-CLOSED FOUND GUILTY

MOVING TRAFFIC	6	
Traffic	7	
CL		13

### IJ-IN JAIL

MOVING TRAFFIC	1	
IJ		1

### PP-Payment plan

City Ordinance	25	
IPMC CODE	1	
MOVING TRAFFIC	31	
Traffic	7	
UNUSED	2	
PP		66

### WI-Warrant Issued





# My Filed Or Closed Cases Listing

Belton

3/3/2016 11:24:41 AM

**Totals For Filed Date From 02/01/2016 To 02/29/2016**

**Posted Fee Totals For Posted Date From 02/01/2016 To 02/29/2016**

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## Violations Completed-Other Paid By Filed Date

City Ordinance	2
WI	2
<b>Total Violations Completed-Other Paid:</b>	<b>98</b>

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# My Filed Or Closed Cases Listing

Belton

3/3/2016 11:24:41 AM

Posted Fee Totals For Posted Date From 02/01/2016 To 02/29/2016

Fee Code	Fee Description	Paid	
BF (84)	BOND FORFEITURE	\$1,905.00	
CC (76)	COURT COSTS	\$4,956.11	4853.42
CN (CA)	COURT NOTIFCATION AUTOMATION	\$895.02	876.08
CVC2 (74)	CRIME VICTIMS CITY	\$173.90	170.20
CVS2 (CV)	CRIME VICTIMS STATE	\$3,368.89	3304.72
DM (82)	DOMESTIC VIOLENCE	\$940.00	920.00
DWI (77)	DWI RECOVERY COST	\$400.00	
FINE (76)	FINE	\$61,032.83	60071.33
ILFC (83)	ILF- CITY	\$649.63	637.63
IS (IS)	INMATE SECURITY FUND	\$939.50	919.50
RST (RS)	RESTITUTION	\$250.00	
SR (SR)	SHERIFF RETIREMENT	\$1,417.48	1390.48
TFC (78)	TRAINING FUND CITY	\$938.00	918.00
TFS (81)	TRAINING FUND STATE	\$472.49	463.49
WRNTFE (76)	WARRANT FINE	\$50.00	

\* See attachment

Report Totals:

\$78,388.85

\$77,129.85

direction attachment

FEES	GL ACCT	POSTED	ADJUSTMENT	REFUND OVERPAYMENT	EOM BAL
BF (84)	010-0000-352-00-00	\$1,905.00			\$1,905.00
CC (76)	010-0000-351-15-00	\$4,956.11	-\$102.69		\$4,853.42
CN (CA)	010-0000-224-21-00	\$895.02	-\$18.94		\$876.08
CVC2 (74)	010-0000-351-05-00	\$173.90	-\$3.70		\$170.20
CVS2 (CV)	010-0000-224-20-00	\$3,376.02	-\$71.30		\$3,304.72
DM (82)	010-0000-224-40-00	\$940.00	-\$20.00		\$920.00
DWI (77)	233-0000-351-20-00	\$400.00			\$400.00
FINE (76)	010-0000-351-15-00	\$61,071.70	-\$950.37	-\$50.00	\$60,071.33
ILFC (83)	010-0000-351-50-00	\$649.63	-\$12.00		\$637.63
IS (IS)	010-0000-351-30-00	\$939.50	-\$20.00		\$919.50
RST (RS)	010-0000-224-35-00	\$250.00			\$250.00
SR (SR)	010-0000-227-25-50	\$1,420.48	-\$30.00		\$1,390.48
TFC (78)	234-0000-351-40-00	\$938.00	-\$20.00		\$918.00
TFS (81)	010-0000-227-25-00	\$473.49	-\$10.00		\$463.49
WRNTFE (76)	010-0000-351-15-00	\$50.00			\$50.00
		\$78,438.85	-\$1,259.00	-\$50.00	\$77,129.85

THE 1/29/16 WEB PAYMENTS POSTED TO INCODE ON 2/1/16 AND WAS ACCOUNTED FOR IN JANUARY TOTALS; THE \$1259.00 NEEDS SUBTRACTED FROM THE FEBRUARY REPORT

-\$50 WAS OVERPAYMENT REFUND ISSUED BY PURCHASE ORDER



# Payment Plan Reports *Collected*

Belton

Tuesday, March 01, 2016 12:46 PM

## Payment Detail Listing From 02/01/2016 - 02/29/2016

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid
PP0000086	DAVIDSON, HOLLI RAE	02/17/2016	400137	R00028197	121163769-1	\$42.50
<b>PP0000086 Totals:</b>						<b>\$42.50</b>
PP0000114	ESTELL, MIA LAFRANTZ	02/02/2016	399034	R00027821	121165993-1	\$31.00
<b>PP0000114 Totals:</b>						<b>\$31.00</b>
PP0000143	GIVAN, JEFFREY D	02/03/2016	399036	R00027823	140789285-1	\$50.00
<b>PP0000143 Totals:</b>						<b>\$50.00</b>
PP0000184	WILLIAMS, ALBERT JAMES	02/16/2016	400032	R00028166	140788766-1	\$40.00
<b>PP0000184 Totals:</b>						<b>\$40.00</b>
PP0000236	DUNCAN, BRENDA DIANE	02/17/2016	400066	R00028173	121167543-1	\$113.00
		02/17/2016	400066	R00028173	121164788-1	\$63.00
<b>PP0000236 Totals:</b>						<b>\$176.00</b>
PP0000265	SHEELEY, APRIL D	02/04/2016	399296	R00027887	121164923-1	\$23.00
<b>PP0000265 Totals:</b>						<b>\$23.00</b>
PP0000285	DAVIS, STELLA M	02/19/2016	400264	R00028227	140789817-1	\$35.00
<b>PP0000285 Totals:</b>						<b>\$35.00</b>
PP0000296	BROWN, JENNIFER FAITH	02/10/2016	399680	R00028057	140793056-1	\$188.00
<b>PP0000296 Totals:</b>						<b>\$188.00</b>
PP0000307	MACEK, SEAN BRIAN	02/04/2016	399307	R00027894	140793153-1	\$20.00
<b>PP0000307 Totals:</b>						<b>\$20.00</b>
PP0000318	KIHN, DUSTIN LEE	02/17/2016	400147	R00028199	140789352-1	\$72.50
		02/17/2016	400147	R00028199	140789353-1	\$2.50
<b>PP0000318 Totals:</b>						<b>\$75.00</b>
PP0000334	DAY, JOSEPH ALLEN	02/15/2016	399883	R00028115	140793094-1	\$25.00
<b>PP0000334 Totals:</b>						<b>\$25.00</b>
PP0000336	KIRKEMIER, OKOYE DAKOTA	02/24/2016	400538	R00028320	140792567-1	\$120.00
<b>PP0000336 Totals:</b>						<b>\$120.00</b>
PP0000339	HARRIS, ASHLEY BLAKE	02/02/2016	399032	R00027819	140791009-1	\$30.00
<b>PP0000339 Totals:</b>						<b>\$30.00</b>
PP0000340	PADGETT, JESSICA LEIGH	02/05/2016	399366	R00027918	121166560F-1	\$15.00
		02/05/2016	399366	R00027918	121166560-1	\$5.00
<b>PP0000340 Totals:</b>						<b>\$20.00</b>
PP0000342	BIVENS, ROBERT J	02/16/2016	400018	R00028145	140790630-1	\$2.00
		02/16/2016	400018	R00028145	140790631-1	\$23.00
		02/22/2016	400367	R00028266	140790630-1	\$25.00
<b>PP0000342 Totals:</b>						<b>\$50.00</b>
PP0000356	ROBINSON, RAYMOND	02/22/2016	400348	R00028249	140790462F-1	\$100.00
		02/22/2016	400348	R00028249	140790462-1	\$141.00
<b>PP0000356 Totals:</b>						<b>\$241.00</b>
PP0000362	COLEMAN, JOSHUA L	02/16/2016	400026	R00028162	140789942-1	\$100.00
<b>PP0000362 Totals:</b>						<b>\$100.00</b>
PP0000365	COX, DEREK A JR	02/12/2016	399864	R00028102	121165520-1	\$20.00
<b>PP0000365 Totals:</b>						<b>\$20.00</b>
PP0000375	WRIGHT, CLINTON LEE	02/26/2016	400706	R00028352	121167573-1	\$67.00
<b>PP0000375 Totals:</b>						<b>\$67.00</b>
PP0000383	MULLER, TYLER LAYNE	02/11/2016	399785	R00028070	140791438-1	\$11.00
		02/11/2016	399785	R00028070	140791439-1	\$39.00
<b>PP0000383 Totals:</b>						<b>\$50.00</b>
PP0000384	SHACKELFORD, SHAWNTE NICOLE	02/05/2016	399351	R00027908	121161844-1	\$50.00

\* Indicates an overpayment was made on the Payment Plan



PP0000384	SHACKELFORD, SHAWNTE NICOLE	02/10/2016	399520	R00027991	121161844-1	\$143.00
<b>* PP0000384 Totals:</b>						<b>\$193.00</b>
PP0000388	DAY, JULLIANNA MARIE	02/10/2016	399575	R00028019	140790632-1	\$30.00
<b>PP0000388 Totals:</b>						<b>\$30.00</b>
PP0000394	HARTON, KASHEY LEYANNA	02/10/2016	399563	R00028003	140794890-1	\$170.00
		02/10/2016	399563	R00028003	140791252-1	\$50.00
<b>* PP0000394 Totals:</b>						<b>\$220.00</b>
PP0000410	MCCARLEY, LESLIE A	02/19/2016	400253	R00028220	140791644-1	\$50.00
<b>PP0000410 Totals:</b>						<b>\$50.00</b>
PP0000412	SELLNER, DEREK MICHAEL	02/26/2016	400740	R00028373	140792586-1	\$40.00
<b>PP0000412 Totals:</b>						<b>\$40.00</b>
PP0000424	PICKERING, CHRISTOPHER	02/12/2016	399862	R00028101	140793142-1	\$55.00
<b>PP0000424 Totals:</b>						<b>\$55.00</b>
PP0000427	PITTS, ANTOINE O	02/17/2016	400075	R00028182	140791144-1	\$25.00
<b>PP0000427 Totals:</b>						<b>\$25.00</b>
PP0000431	BREITWEISER, ANGELIC MARIE	02/12/2016	399875	R00028109	121165494-1	\$30.00
<b>PP0000431 Totals:</b>						<b>\$30.00</b>
PP0000433	RAMOS, DEANDRE J	02/24/2016	400543	R00028322	140788913F-1	\$70.00
		02/24/2016	400543	R00028322	140788913-1	\$220.00
<b>PP0000433 Totals:</b>						<b>\$290.00</b>
PP0000455	CLIFTON, ANTHONY JOE JR	02/22/2016	400360	R00028263	101912823F-1	\$37.00
		02/22/2016	400360	R00028263	101912823-1	\$38.00
<b>PP0000455 Totals:</b>						<b>\$75.00</b>
PP0000458	BRYAN, WALTER MARK	02/01/2016	398947	R00027757	140792508-1	\$91.00
<b>PP0000458 Totals:</b>						<b>\$91.00</b>
PP0000474	MANCILLA, DIANA RUBY	02/24/2016	400468	R00028304	140794103-1	\$200.00
<b>PP0000474 Totals:</b>						<b>\$200.00</b>
PP0000484	RILEY, AARON JAY	02/24/2016	400531	R00028318	140791225-1	\$100.00
<b>PP0000484 Totals:</b>						<b>\$100.00</b>
PP0000493	JONES, MARILYN LOUISE	02/08/2016	399473	R00027977	140791652-1	\$20.00
<b>PP0000493 Totals:</b>						<b>\$20.00</b>
PP0000500	KUDRA, AMY CHRISTINE	02/12/2016	399859	R00028091	140790015-1	\$82.75
<b>* PP0000500 Totals:</b>						<b>\$82.75</b>
PP0000505	LAWRIE, MATTHEW T III	02/24/2016	400532	R00028317	140791613-1	\$200.00
<b>PP0000505 Totals:</b>						<b>\$200.00</b>
PP0000508	BARBER, CHRYSTAL LYNN	02/01/2016	398964	R00027772	140793198-1	\$20.00
<b>PP0000508 Totals:</b>						<b>\$20.00</b>
PP0000509	DUNHAM, JENNIFER MARIE	02/16/2016	400003	R00028130	140794603-1	\$63.00
<b>PP0000509 Totals:</b>						<b>\$63.00</b>
PP0000510	MCKINZY, CRISSA JONNE'	02/17/2016	400072	R00028179	140790066-1	\$25.00
<b>PP0000510 Totals:</b>						<b>\$25.00</b>
PP0000518	HILTNER, JOHN D	02/17/2016	400078	R00028185	140794136-1	\$100.00
<b>PP0000518 Totals:</b>						<b>\$100.00</b>
PP0000520	BAYSINGER, MICHAEL E	02/08/2016	399455	R00027946	140791866-1	\$48.00
<b>PP0000520 Totals:</b>						<b>\$48.00</b>
PP0000523	HUGGINS, BRANDON LEE	02/24/2016	400504	R00028311	140790092-1	\$25.00
<b>* PP0000523 Totals:</b>						<b>\$25.00</b>
PP0000527	DODD, MICHELLE A	02/16/2016	399996	R00028123	140791754-1	\$83.00
<b>PP0000527 Totals:</b>						<b>\$83.00</b>
PP0000534	MCKNIGHT, HAILEY RENE	02/22/2016	400347	R00028248	140791903-1	\$106.00
<b>PP0000534 Totals:</b>						<b>\$106.00</b>
PP0000538	SARTAIN, SHEENA KRISTIN	02/01/2016	398949	R00027759	140790809-1	\$13.00
<b>PP0000538 Totals:</b>						<b>\$13.00</b>
PP0000541	JOHNSON, JOSHUA B	02/08/2016	399476	R00027978	140795033-1	\$70.50
		02/08/2016	399476	R00027978	140795032-1	\$29.50
<b>PP0000541 Totals:</b>						<b>\$100.00</b>

\* Indicates an overpayment was made on the Payment Plan

PP0000545	HAWKINS, RIKKI SHAE	02/01/2016	398959	R00027768	140789014F-1	\$100.00
<b>PP0000545 Totals:</b>						<b>\$100.00</b>
PP0000547	YOUNG, ASHLEY L	02/16/2016	400012	R00028139	140793495-1	\$150.00
<b>* PP0000547 Totals:</b>						<b>\$150.00</b>
PP0000554	KERN, DEBORAH CLAIRE	02/09/2016	399517	R00027988	101904304-1	\$77.00
<b>PP0000554 Totals:</b>						<b>\$77.00</b>
PP0000555	RESENDIZ, STACEY N	02/19/2016	400248	R00028215	140790814-1	\$113.00
		02/19/2016	400248	R00028215	140790815-1	\$45.00
<b>PP0000555 Totals:</b>						<b>\$158.00</b>
PP0000565	MEERKATZ, LOREN WAYNE	02/09/2016	399513	R00027987	140795043-1	\$25.00
<b>PP0000565 Totals:</b>						<b>\$25.00</b>
PP0000568	JOHNSON, KRIS M	02/10/2016	399573	R00028012	140792846-1	\$170.00
		02/10/2016	399573	R00028012	140792845-1	\$150.00
<b>* PP0000568 Totals:</b>						<b>\$320.00</b>
PP0000574	CLARK, AARON RUSSELL	02/10/2016	399565	R00028005	101904123-1	\$70.00
<b>PP0000574 Totals:</b>						<b>\$70.00</b>
PP0000578	BRUNE, DANNY J	02/16/2016	399887	R00028119	140792848-1	\$25.00
		02/16/2016	399887	R00028119	140792847-1	\$75.00
<b>PP0000578 Totals:</b>						<b>\$100.00</b>
PP0000580	BEARDSHEAR, KATELYN GABRIELLE	02/15/2016	399880	R00028114	140796031-1	\$63.00
<b>PP0000580 Totals:</b>						<b>\$63.00</b>
PP0000586	BYSFIELD, CHARLES E	02/10/2016	399570	R00028010	140790923-1	\$30.00
		02/10/2016	399570	R00028010	140790922-1	\$70.00
<b>PP0000586 Totals:</b>						<b>\$100.00</b>
PP0000590	MYERS-SUMMERS, MARISSA D	02/05/2016	399350	R00027907	140794182-1	\$50.00
<b>PP0000590 Totals:</b>						<b>\$50.00</b>
PP0000593	BROWN, SAMANTHA E	02/16/2016	399998	R00028125	140792815-1	\$113.00
<b>PP0000593 Totals:</b>						<b>\$113.00</b>
PP0000596	GOLEM, STEVEN DARREL	02/03/2016	399207	R00027882	121158125-1	\$50.00
		02/26/2016	400705	R00028350	121158126-1	\$100.00
		02/26/2016	400705	R00028350	140794946-1	\$75.00
		02/26/2016	400705	R00028350	121158128-1	\$100.00
		02/26/2016	400705	R00028350	121158127-1	\$50.00
<b>* PP0000596 Totals:</b>						<b>\$375.00</b>
PP0000597	MOSES, DA'SHON L	02/17/2016	400073	R00028180	140794651-1	\$50.00
		02/26/2016	400669	R00028340	140794651-1	\$150.00
<b>* PP0000597 Totals:</b>						<b>\$200.00</b>
PP0000599	WATSON, GEOFFREY K	02/02/2016	399015	R00027795	140791860-1	\$150.00
<b>PP0000599 Totals:</b>						<b>\$150.00</b>
PP0000600	DAMRON, GINGETTE LYNN	02/07/2016	399378	R00027927	140794854-1	\$25.00
<b>PP0000600 Totals:</b>						<b>\$25.00</b>
PP0000601	HENDERSON, ROBERT DALE	02/04/2016	399317	R00027902	101904210-1	\$100.00
<b>PP0000601 Totals:</b>						<b>\$100.00</b>
PP0000603	JONES, TAJALA RENA	02/16/2016	400023	R00028159	140794313-1	\$50.00
<b>PP0000603 Totals:</b>						<b>\$50.00</b>
PP0000604	HANCEROSS, SHAUN ISAAC	02/23/2016	400434	R00028278	140793753-1	\$113.00
<b>PP0000604 Totals:</b>						<b>\$113.00</b>
PP0000605	KISSICK, MCKENZIE ANN	02/01/2016	398961	R00027769	140792894-1	\$30.00
<b>PP0000605 Totals:</b>						<b>\$30.00</b>
PP0000606	JOHNSON, BRANDI L	02/22/2016	400368	R00028267	140791057-1	\$14.50
<b>PP0000606 Totals:</b>						<b>\$14.50</b>
PP0000607	HAMILTON, JOSEPH RANDALL	02/26/2016	400704	R00028351	140791899-1	\$60.00
<b>PP0000607 Totals:</b>						<b>\$60.00</b>
PP0000610	CLARK, SHANE ALEN	02/03/2016	399088	R00027841	140794210-1	\$50.00
<b>PP0000610 Totals:</b>						<b>\$50.00</b>
PP0000615	WALSH, KEVIN JAMES	02/05/2016	399354	R00027911	140793779-1	\$10.00

\* Indicates an overpayment was made on the Payment Plan



PP0000615	WALSH, KEVIN JAMES	02/26/2016	400716	R00028359	140793779-1	\$10.00
<b>* PP0000615 Totals:</b>						<b>\$20.00</b>
PP0000618	SCHLUND, MARK G	02/09/2016	399512	R00027986	140794708-1	\$65.00
<b>* PP0000618 Totals:</b>						<b>\$65.00</b>
PP0000620	WATSON, KEISHA L	02/19/2016	400243	R00028210	140794150-1	\$50.00
<b>PP0000620 Totals:</b>						<b>\$50.00</b>
PP0000623	WHIPPLE, ASHLEY LEANN	02/24/2016	400465	R00028290	140794895-1	\$150.00
		02/24/2016	400465	R00028290	140794894-1	\$50.00
<b>PP0000623 Totals:</b>						<b>\$200.00</b>
PP0000624	MCCARLEY, CORY ALLEN	02/08/2016	399470	R00027975	140793761-1	\$100.00
<b>PP0000624 Totals:</b>						<b>\$100.00</b>
PP0000625	RESSEL, CYNTHIA MARIE	02/22/2016	400361	R00028264	140793909-1	\$100.00
<b>PP0000625 Totals:</b>						<b>\$100.00</b>
PP0000628	WHEELDON, ETTA ROCHELLE	02/04/2016	399302	R00027890	121166850-1	\$100.00
		02/04/2016	399303	R00027891	121166850-1	\$48.00
<b>* PP0000628 Totals:</b>						<b>\$148.00</b>
PP0000631	BROWN, ANGELICA J	02/03/2016	399075	R00027829	140791245-1	\$25.00
<b>PP0000631 Totals:</b>						<b>\$25.00</b>
PP0000633	WESTBROOK, BENJAMIN JAMES	02/18/2016	400156	R00028201	140791001-1	\$25.00
<b>PP0000633 Totals:</b>						<b>\$25.00</b>
PP0000634	DIAZ-REVILLA, LAVITHA ALVA	02/07/2016	399376	R00027926	140793770-1	\$125.00
<b>PP0000634 Totals:</b>						<b>\$125.00</b>
PP0000635	STOKES, TERRY MICHAEL	02/26/2016	400703	R00028349	121165500-1	\$50.00
<b>PP0000635 Totals:</b>						<b>\$50.00</b>
PP0000636	FASE, BERNICE RENEE	02/04/2016	399295	R00027886	121164287-1	\$50.00
<b>PP0000636 Totals:</b>						<b>\$50.00</b>
PP0000640	LONG, ALLISON ELIZABETH	02/01/2016	398948	R00027758	140794889-1	\$50.00
<b>PP0000640 Totals:</b>						<b>\$50.00</b>
PP0000641	SMITH, TRISTAN M	02/23/2016	400435	R00028279	121154613-1	\$25.00
<b>PP0000641 Totals:</b>						<b>\$25.00</b>
PP0000643	HILL, KELLY MICHELLE	02/02/2016	399035	R00027822	140791307-1	\$50.00
		02/16/2016	400037	R00028170	140791307-1	\$50.00
<b>PP0000643 Totals:</b>						<b>\$100.00</b>
PP0000644	ANDERSON, SHERYL KATHERINE	02/12/2016	399866	R00028103	140794163-1	\$50.00
		02/26/2016	400708	R00028353	140794163-1	\$50.00
<b>PP0000644 Totals:</b>						<b>\$100.00</b>
PP0000645	CORWIN, RHIANNON M	02/04/2016	399235	R00027885	140792116-1	\$75.00
		02/11/2016	399755	R00028063	140792116-1	\$38.00
<b>PP0000645 Totals:</b>						<b>\$113.00</b>
PP0000647	WHEELDON, JULIE DIANE	02/11/2016	399752	R00028061	140794831-1	\$75.00
<b>PP0000647 Totals:</b>						<b>\$75.00</b>
PP0000651	SMOTHERMON, SARAH MELISSA	02/10/2016	399578	R00028023	140794699-1	\$38.00
		02/10/2016	399578	R00028023	140794697-1	\$125.00
<b>PP0000651 Totals:</b>						<b>\$163.00</b>
PP0000652	STORM, HEATHER DAYLE	02/08/2016	399460	R00027964	140791240-1	\$50.00
<b>PP0000652 Totals:</b>						<b>\$50.00</b>
PP0000654	CAIN, JAMISON MATTHEW	02/25/2016	400665	R00028336	101900190-1	\$50.00
<b>PP0000654 Totals:</b>						<b>\$50.00</b>
PP0000656	FISHER, DEYONICA RAELENE	02/22/2016	400342	R00028245	140790093-1	\$50.00
<b>PP0000656 Totals:</b>						<b>\$50.00</b>
PP0000658	HARDY, DENISE RENEE	02/01/2016	398963	R00027771	140797708-1	\$42.60
<b>* PP0000658 Totals:</b>						<b>\$42.60</b>
PP0000659	CLARK, KRISANNE M	02/01/2016	398957	R00027766	140790915-1	\$75.00
<b>PP0000659 Totals:</b>						<b>\$75.00</b>
PP0000660	GAUG, JAMES L	02/16/2016	400005	R00028132	140794829-1	\$50.00
<b>PP0000660 Totals:</b>						<b>\$50.00</b>

\* Indicates an overpayment was made on the Payment Plan

PP0000661	BOOZE, TERRENCE DEVONTAE	02/02/2016	399031	R00027818	140791278-1	\$50.00
<b>PP0000661 Totals:</b>						<b>\$50.00</b>
PP0000662	MURPHY, SHAWN P	02/03/2016	399061	R00027825	140794845-1	\$25.00
		02/03/2016	399061	R00027825	140794844-1	\$75.00
<b>PP0000662 Totals:</b>						<b>\$100.00</b>
PP0000664	WILSON, JASON D	02/05/2016	399372	R00027922	140794986-1	\$50.00
		02/16/2016	399989	R00028120	140794986-1	\$25.00
		02/23/2016	400372	R00028271	140794986-1	\$25.00
<b>PP0000664 Totals:</b>						<b>\$100.00</b>
PP0000667	COX, KENNETH J	02/01/2016	398884	R00027754	140790262-1	\$125.00
<b>PP0000667 Totals:</b>						<b>\$125.00</b>
PP0000669	MASTEL, MEGAN JESSICA	02/01/2016	398962	R00027770	140796051-1	\$22.50
<b>PP0000669 Totals:</b>						<b>\$22.50</b>
PP0000670	BASINSKI, TAYLOR MATTHEW	02/03/2016	399062	R00027826	140795639-1	\$50.00
<b>PP0000670 Totals:</b>						<b>\$50.00</b>
PP0000671	LINES, AMANDA KAY	02/14/2016	399879	R00028113	140790180-1	\$111.00
<b>PP0000671 Totals:</b>						<b>\$111.00</b>
PP0000672	BAYLIE, ALEX MITCHELL	02/16/2016	400038	R00028171	140791704-1	\$150.00
<b>PP0000672 Totals:</b>						<b>\$150.00</b>
PP0000673	BUASRI, SAMANTHA KATE	02/18/2016	400215	R00028206	121165574-1	\$75.00
		02/24/2016	400469	R00028305	121165574-1	\$75.00
<b>PP0000673 Totals:</b>						<b>\$150.00</b>
PP0000677	VIK, ROBERT ARNOLD	02/25/2016	400662	R00028334	140797097-1	\$113.00
<b>* PP0000677 Totals:</b>						<b>\$113.00</b>
PP0000678	ALEXANDER, MARTELE QUAVON LAMAR	02/05/2016	399352	R00027909	140794197-1	\$79.00
		02/05/2016	399352	R00027909	140794196-1	\$31.00
<b>* PP0000678 Totals:</b>						<b>\$110.00</b>
PP0000679	KATES, SHAWNA R	02/10/2016	399568	R00028007	140794094-1	\$40.00
<b>PP0000679 Totals:</b>						<b>\$40.00</b>
PP0000683	BROWN, NYIA R	02/16/2016	400036	R00028169	140794375-1	\$15.00
		02/22/2016	400369	R00028268	140794375-1	\$25.00
<b>PP0000683 Totals:</b>						<b>\$40.00</b>
PP0000685	BALLARD, BRIAN JAMES	02/10/2016	399670	R00028051	140790345-1	\$40.00
<b>PP0000685 Totals:</b>						<b>\$40.00</b>
PP0000686	SIMS, AYSIA MONIQUE	02/08/2016	399472	R00027976	140790746-1	\$175.00
<b>PP0000686 Totals:</b>						<b>\$175.00</b>
PP0000687	GUNNELS, JACOB ANDREW	02/23/2016	400433	R00028277	140791745-1	\$20.00
<b>PP0000687 Totals:</b>						<b>\$20.00</b>
PP0000688	LEONARD, BRANDI I	02/08/2016	399465	R00027970	140794114-1	\$50.00
		02/25/2016	400562	R00028325	140794117-1	\$37.00
		02/25/2016	400562	R00028325	140794114-1	\$63.00
<b>PP0000688 Totals:</b>						<b>\$150.00</b>
PP0000690	WAITE, ANTHONY MICHAEL	02/01/2016	398956	R00027765	140793762-1	\$100.00
<b>PP0000690 Totals:</b>						<b>\$100.00</b>
PP0000691	MOORE, NATHANIEL W	02/02/2016	398991	R00027778	140792837-1	\$175.00
<b>PP0000691 Totals:</b>						<b>\$175.00</b>
PP0000692	WEYDERT, JUSTIN MICHAEL	02/05/2016	399368	R00027920	140795074-1	\$129.50
<b>PP0000692 Totals:</b>						<b>\$129.50</b>
PP0000693	HORTON, CHARLES ANTHONY	02/12/2016	399873	R00028107	140793682-1	\$30.00
<b>PP0000693 Totals:</b>						<b>\$30.00</b>
PP0000694	STEWART, VINCENT SKYLER	02/05/2016	399373	R00027923	140789734-1	\$50.00
		02/12/2016	399867	R00028104	140789734-1	\$75.00
<b>PP0000694 Totals:</b>						<b>\$125.00</b>
PP0000699	HENRICKS, JUSTIN LEROY	02/16/2016	399990	R00028121	140796090-1	\$50.00
<b>PP0000699 Totals:</b>						<b>\$50.00</b>
PP0000700	THOMAS, MATTHEW AARON	02/27/2016	400742	R00028375	140795020-1	\$100.00
<b>PP0000700 Totals:</b>						<b>\$100.00</b>

\* Indicates an overpayment was made on the Payment Plan

PP0000702	NICHOLS, KEITH DWANE	02/04/2016	399304	R00027892	140792899-1	\$50.00
<b>PP0000702 Totals:</b>						<b>\$50.00</b>
PP0000706	MURRAY, MATTHEW MICHAEL	02/04/2016	399316	R00027901	140791203-1	\$30.00
		02/17/2016	400065	R00028172	140791203-1	\$120.00
<b>* PP0000706 Totals:</b>						<b>\$150.00</b>
PP0000708	BAKER, BRETT MICHAEL	02/25/2016	400636	R00028331	140794286-1	\$104.50
		02/25/2016	400636	R00028331	140794287-1	\$104.50
<b>* PP0000708 Totals:</b>						<b>\$209.00</b>
PP0000709	ANDERSON, MARCELLUS D	02/17/2016	400082	R00028188	140796114-1	\$50.00
		02/24/2016	400454	R00028280	140796114-1	\$50.00
<b>PP0000709 Totals:</b>						<b>\$100.00</b>
PP0000710	BARNES, KYL-LEE LOGAN	02/03/2016	399168	R00027872	140794967-1	\$100.00
<b>PP0000710 Totals:</b>						<b>\$100.00</b>
PP0000711	WILSON, ERIN KAY	02/03/2016	399172	R00027874	140796653-1	\$104.50
		02/28/2016	400748	R00028379	140794322-1	\$104.00
<b>PP0000711 Totals:</b>						<b>\$208.50</b>
PP0000712	ANDERSON, ELIJAH A	02/05/2016	399349	R00027906	140796570-1	\$30.00
		02/19/2016	400246	R00028213	140796570-1	\$30.00
<b>PP0000712 Totals:</b>						<b>\$60.00</b>
PP0000713	GIBSON, COLIN WAYNE	02/12/2016	399874	R00028108	140795608-1	\$113.00
<b>PP0000713 Totals:</b>						<b>\$113.00</b>
PP0000714	HUBER, TIMOTHY ALLAN	02/16/2016	400015	R00028142	140794364-1	\$50.00
<b>PP0000714 Totals:</b>						<b>\$50.00</b>
PP0000715	BEHNEY, ZACHARY A	02/03/2016	399178	R00027876	140797584-1	\$112.00
		02/17/2016	400077	R00028184	140797584-1	\$113.00
<b>PP0000715 Totals:</b>						<b>\$225.00</b>
PP0000717	FOSTER, DAN MADALIN	02/03/2016	399190	R00027879	140794983-1	\$280.00
<b>PP0000717 Totals:</b>						<b>\$280.00</b>
PP0000718	MIERMASTER, STEVEN E	02/17/2016	400081	R00028187	140793855-1	\$50.00
<b>PP0000718 Totals:</b>						<b>\$50.00</b>
PP0000719	BROWN, LAUREN E	02/03/2016	399193	R00027880	140797627-1	\$60.00
		02/17/2016	400074	R00028181	140797627-1	\$60.00
<b>PP0000719 Totals:</b>						<b>\$120.00</b>
PP0000720	GOLDEN, RANDY ALAN	02/22/2016	400346	R00028247	140794930-1	\$40.00
		02/29/2016	400764	R00028382	140794930-1	\$73.00
<b>PP0000720 Totals:</b>						<b>\$113.00</b>
PP0000721	COATES, AARON J	02/03/2016	399203	R00027881	101899666-1	\$49.00
<b>PP0000721 Totals:</b>						<b>\$49.00</b>
PP0000723	RODGERS, STEFANIE ROBYN	02/11/2016	399772	R00028066	121154631-1	\$113.00
<b>* PP0000723 Totals:</b>						<b>\$113.00</b>
PP0000728	RODRIGUEZ, RICHARD JOSEPH	02/17/2016	400067	R00028174	140797687-1	\$100.00
<b>PP0000728 Totals:</b>						<b>\$100.00</b>
PP0000730	JORDAN, DASEAN NATHANIEL	02/19/2016	400255	R00028222	140791343-1	\$100.00
<b>PP0000730 Totals:</b>						<b>\$100.00</b>
PP0000731	RAMOS HIHOJOS, NOE GUADALUPE	02/10/2016	399645	R00028044	140790283-1	\$163.00
		02/10/2016	399645	R00028044	140790282-1	\$137.00
		02/22/2016	400345	R00028246	140790283-1	\$62.00
<b>PP0000731 Totals:</b>						<b>\$362.00</b>
PP0000735	TOLSON, ARLANDO R JR	02/10/2016	399675	R00028055	140796541-1	\$100.00
		02/29/2016	400880	R00028414	140796541-1	\$125.00
<b>PP0000735 Totals:</b>						<b>\$225.00</b>
PP0000736	GREEN, CARMALITA (X)	02/19/2016	400254	R00028221	140796102-1	\$25.00
<b>PP0000736 Totals:</b>						<b>\$25.00</b>
PP0000739	KELLAM, CHRISTOPHER MICHAEL	02/26/2016	400731	R00028372	140796032-1	\$50.00
<b>PP0000739 Totals:</b>						<b>\$50.00</b>
PP0000740	CURRY, TROY D	02/17/2016	400134	R00028196	140794341-1	\$75.00

\* Indicates an overpayment was made on the Payment Plan

PP0000740	CURRY, TROY D	02/23/2016	400429	R00028273	140794341-1	\$99.25
<b>* PP0000740 Totals:</b>						<b>\$174.25</b>
PP0000742	GAUTHREAU, BILLY W	02/17/2016	400148	R00028200	140795607-1	\$40.00
<b>PP0000742 Totals:</b>						<b>\$40.00</b>
PP0000746	SHIVE, SHANE EUGENE	02/24/2016	400500	R00028309	140795640-1	\$25.00
		02/24/2016	400500	R00028309	140795641-1	\$25.00
		02/24/2016	400500	R00028309	121154660-1	\$25.00
		02/24/2016	400500	R00028309	121154661-1	\$25.00
<b>PP0000746 Totals:</b>						<b>\$100.00</b>
PP0000748	PLUMB, ROSE M	02/24/2016	400521	R00028314	140790187-1	\$200.00
<b>PP0000748 Totals:</b>						<b>\$200.00</b>
PP0000750	HILL, MICHAEL SCOTT	02/24/2016	400534	R00028319	140794925-1	\$100.00
<b>PP0000750 Totals:</b>						<b>\$100.00</b>
PP0000753	YOUNCE, JOHN OLIVER JR	02/24/2016	400560	R00028324	140796092-1	\$90.00
<b>PP0000753 Totals:</b>						<b>\$90.00</b>

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**Report Totals**

**\$13,896.10**

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\* Indicates an overpayment was made on the Payment Plan



**MUNICIPAL DIVISION SUMMARY REPORTING FORM**

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

<b>I. COURT INFORMATION</b>		Contact information same as last report <input type="checkbox"/>	
Municipality:	Belton	Reporting Period:	2/2016
Mailing Address:	7001 E. 163rd St. Belton 64012	Software Vendor:	Tyler Technologies
Physical Address:	7001 E. 163rd St. Belton 64012	County:	CASS COUNTY
Telephone Number:	(816) 331-2798	Fax Number:	(816) 348-4439
Prepared by:	Laura Ellis	E-mail Address:	beltoncourts@beltonpd.org
Municipal Judge(s)	CHARLES C. CURRY	Prosecuting Attorney:	WILLIAM N MARSHALL III
<b>II. MONTHLY CASELOAD INFORMATION</b>		Alcohol and Drug Related Traffic	Other Traffic
A. cases (citations / informations) pending at start of month		86	2,554
B. cases (citations / informations) filed		11	594
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		0	3
3. court / bench trial - NOT GUILTY		0	59
4. plea of GUILTY in court		5	198
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	189
6. dismissed by court		0	4
7. <i>nolle prosequi</i>		2	45
8. certified for jury trial (not heard in the Municipal Division)		0	0
<b>9. TOTAL CASE DISPOSITIONS</b>		7	498
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]		90	2,650
E. Trial de Novo and / or appeal applications filed		0	0
<b>III. WARRANT INFORMATION (Pre and Post Disposition)</b>		<b>IV. PARKING TICKETS</b>	
1. # issued during reporting period	278	# issued during period	0
2. # served/withdrawn during reporting period	208	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	1,575		
<b>V. NET DISBURSEMENTS</b>			
Fines	\$60997.41	Restitution	\$250.00
Clerk/Court Fee (costs)	\$5491.05	Parking ticket revenue (including penalties)	\$0.00
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00	Bond forfeitures (paid to city)	\$1,905.00
Peace Officer Standards and Training (POST) Commission surcharge	\$463.49	Bond refunds	\$0.00
Crime Victims Compensation (CVC) Fund surcharge	\$3474.92	Total Other disbursements Use the Supplemental to itemize and enter the total here	\$400.00
Law Enforcement Training (LET) Fund surcharge	918.00	Total Disbursements	\$77129.85
Domestic Violence Shelter surcharge	920.00		
Inmate Prisoner Detainee Security Fund surcharge	919.50		
Sheriffs' Retirement Fund surcharge	1390.48		



**MUNICIPAL DIVISION SUMMARY REPORTING FORM**

<b><u>COURT INFORMATION</u></b>	Municipality: Belton	Reporting Period: 2/2016
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**SUPPLEMENTAL**

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

<b>Other Disbursements</b>	<b>Amount</b>
<b>DWI RECOVERY COST</b>	\$ 400.00
<b>Total Other Disbursements</b>	\$ 400.00
Include this total amount under Total Other disbursements on Municipal Division Summary Report Form	



# Revenue By Offense Type

Belton

3/3/2016 11:01:38 AM

Original Offense Type

*Minor Traffic Revenue*

Fee Code Totals For Transaction Date From 02/01/2016 To 02/29/2016

Fee Code	Fee Description	Count	Amount	Non Cash	Disbursement	Total
<b>MOVING TRAFFIC</b>						
BF (84)	BOND FORFEITURE	9	\$1,010.00	\$0.00	\$0.00	\$1,010.00
CC	COURT COSTS	307	\$3,123.69	\$72.00	\$0.00	\$3,195.69
CN (CA)	COURT NOTIFICATION AUTOMATION	297	\$568.44	\$14.00	\$0.00	\$582.44
CVC2 (74)	CRIME VICTIMS CITY	305	\$108.78	\$2.59	\$0.00	\$111.37
FINE (76)	FINE	371	\$40,593.12	\$842.50	\$0.00	\$41,435.62
ILFC (83)	ILF- CITY	305	\$392.00	\$12.00	\$0.00	\$404.00
<b>MOVING TRAFFIC</b>		<b>1594</b>	<b>\$45,796.03</b>	<b>\$943.09</b>	<b>\$0.00</b>	<b>\$46,739.12</b>
<b>Traffic</b>						
CC	COURT COSTS	107	\$1,052.65	\$10.00	\$0.00	\$1,062.65
CN (CA)	COURT NOTIFICATION AUTOMATION	104	\$195.22	\$2.00	\$0.00	\$197.22
CVC2 (74)	CRIME VICTIMS CITY	106	\$37.37	\$0.37	\$0.00	\$37.74
FINE (76)	FINE	124	\$8,631.91	\$81.50	\$0.00	\$8,713.41
ILFC (83)	ILF- CITY	106	\$140.63	\$2.00	\$0.00	\$142.63
WRNTFE (76)	WARRANT FINE	1	\$50.00	\$0.00	\$0.00	\$50.00
<b>Traffic</b>		<b>548</b>	<b>\$10,107.78</b>	<b>\$95.87</b>	<b>\$0.00</b>	<b>\$10,203.65</b>

<b>Report Totals:</b>	<b>2142</b>	<b>\$55,903.81</b>	<b>\$1,038.96</b>	<b>\$0.00</b>	<b>\$56,942.77</b>
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# Revenue By Offense Type

Belton

3/3/2016 11:01:38 AM

Original Offense Type

Transaction Totals For Transaction Date From 02/01/2016 To 02/29/2016

Transaction Description	Trans Code	Count	Amount	Non Cash	Disbursement	Total
<b>MOVING TRAFFIC</b>						
Applied Bond		86	\$3,833.74	\$0.00	\$0.00	\$3,833.74
Bond Credit Reversal		8	(\$332.87)	\$0.00	\$0.00	(\$332.87)
COURT	COURT	1441	\$41,246.16	\$0.00	\$0.00	\$41,246.16
Distribution Adjustment		5	(\$6.00)	\$0.00	\$0.00	(\$6.00)
Forfeited Bond		9	\$1,010.00	\$0.00	\$0.00	\$1,010.00
INDIGENCY FINDING	IF	30	\$0.00	\$835.22	\$0.00	\$835.22
JAIL TIME	JT	5	\$0.00	\$107.87	\$0.00	\$107.87
Payment Transfer		5	\$89.00	\$0.00	\$0.00	\$89.00
REFUND TO CASH DRAWER	PR	5	(\$44.00)	\$0.00	\$0.00	(\$44.00)
	<b>MOVING TRAFFIC</b>	<b>1594</b>	<b>\$45,796.03</b>	<b>\$943.09</b>	<b>\$0.00</b>	<b>\$46,739.12</b>
<b>Traffic</b>						
Applied Bond		27	\$830.09	\$0.00	\$0.00	\$830.09
Bond Credit Reversal		5	(\$57.87)	\$0.00	\$0.00	(\$57.87)
COURT	COURT	506	\$9,413.43	\$0.00	\$0.00	\$9,413.43
JAIL TIME	JT	5	\$0.00	\$95.87	\$0.00	\$95.87
Payment Transfer		5	(\$77.87)	\$0.00	\$0.00	(\$77.87)
	<b>Traffic</b>	<b>548</b>	<b>\$10,107.78</b>	<b>\$95.87</b>	<b>\$0.00</b>	<b>\$10,203.65</b>

<b>Report Totals:</b>	<b>2142</b>	<b>\$55,903.81</b>	<b>\$1,038.96</b>	<b>\$0.00</b>	<b>\$56,942.77</b>
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.....

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

# FAX transmittal

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

---

**From:** Laura Ellis      **Date:** 3/3/2016  

---

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

---

**CC:**

Urgent       For Review       Please Comment       Please Reply       Please Recycle

---

**ATTACHED IS THE FEBRUARY 2016 MUNICIPAL DIVISION REPORTING FORM FOR THE PERIOD FEBRUARY 1, 2016 THROUGH FEBRUARY 29, 2016 FOR THE BELTON MUNICIPAL COURT.**

**\*\*Credit card processing company website/database was down. Unable to post \$1259.00 web payments from 1/28/17 – 1/30/16 with a January date. Posted to court software 2/1/16. Manual adjustment made to February Municipal Division Reporting form to deduct the \$1259.00 reported on January 2016 Report.**

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

**THANK YOU,  
LAURA ELLIS**

.....

MEMORY TRANSMISSION REPORT

TIME : 03-03-'16 11:08  
FAX NO.1 : 816-331-3179  
NAME : Belton Mun. Court

FILE NO. : 596  
DATE : 03.03 11:07  
TO : OSCA STATE RPT  
DOCUMENT PAGES : 4  
START TIME : 03.03 11:07  
END TIME : 03.03 11:08  
PAGES SENT : 4  
STATUS : OK

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

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

FAX TRANSMISSION

To: STATISTICS SECTION Fax: 573-526-0338  
From: Laura Ellis Date: 3/3/2016  
Re: MUN DIV REPORTING FORM Pages: 3 INCL THIS PAGE  
CC:  
 Urgent  For Review  Please Comment  Please Reply  Please Recycle

**ATTACHED IS THE FEBRUARY 2016 MUNICIPAL DIVISION REPORTING FORM FOR THE PERIOD FEBRUARY 1, 2016 THROUGH FEBRUARY 29, 2016 FOR THE BELTON MUNICIPAL COURT.**

**\*\*Credit card processing company website/database was down. Unable to post \$1259.00 web payments from 1/28/17 – 1/30/16 with a January date. Posted to court software 2/1/16. Manual adjustment made to February Municipal Division Reporting form to deduct the \$1259.00 reported on January 2016 Report.**

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

**THANK YOU,  
LAURA ELLIS**



**SECTION IV**  
**C**

**R2016-13**

A RESOLUTION AUTHORIZING THE CITY COUNCIL OF BELTON, MISSOURI TO APPOINT JASON HARRISON TO THE TAX INCREMENT FINANCING COMMISSION.

WHEREAS, the City Council of the City of Belton, have heretofore authorized the formation of a Tax Increment Financing Commission of Belton, in accordance with Section 99.820(12.2.3.) of the Revised Statutes of Missouri, and Ordinance No. 2002-2870 of the City of Belton; and

WHEREAS, Section 1(d) of Ordinance No. 2002-2870, provides for appointment of members by the Mayor with the consent of a majority of the City Council; and

WHEREAS, Rob Elkins is no longer a resident of Belton, Missouri; and

WHEREAS, Jason Harrison is appointed to serve on the Tax Increment Financing Commission to fill Rob Elkins' unexpired term until May 9, 2018.

NOW, THEREFORE, BE IT RESOLVED that the following persons who are duly qualified shall be appointed to positions on the Tax Increment Financing Commission of the City of Belton, Cass County, Missouri for the term indicated.

<u>NAME</u>	<u>TERM</u>
Chet Trutzel	May 9, 2017
Ed Maurer	May 9, 2017
<b>Jason Harrison</b>	<b>May 9, 2018</b>
Ron Branan	May 9, 2018
Fred Hastie	May 9, 2019
Pete Peterson	May 9, 2019

Duly read and passed this 22<sup>nd</sup> day of March, 2016.

---

Mayor Jeff Davis

ATTEST:

---

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 22<sup>nd</sup> day of March, 2016, and adopted at a regular meeting of the City Council held the 22<sup>nd</sup> day of March, 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, MISSOURI  
APPLICATION FOR APPOINTMENT TO CITY  
BOARDS AND COMMISSIONS

Date 3/4/16

\*Board/Commission of interest TIF Commission

\*Name JASON HARRISON

\*Phone# 816 215 5977

\*Address 16005 SLATER AVE  
BELTON, MO 64012

\*E-mail jasonneilharrison@gmail.com

Length of residence in Belton 35 years

Why are you interested in serving on this Board or Commission? \_\_\_\_\_


\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List other service on local boards or commission: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Other qualifications you have that may be helpful in serving on this particular board:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: 

**\*Required information**

**SECTION IV**  
**D**





**CITY OF BELTON  
CITY COUNCIL INFORMATION FORM**

AGENDA DATE: March 22, 2016  
 ASSIGNED STAFF: James R. Person, Chief of Police  
 DEPARTMENT: Police Department

Approvals

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

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

**ISSUE/REQUEST:** To renew maintenance agreement and software update for the Livescan computerized fingerprint system.

**PROPOSED CITY COUNCIL MOTION:** A motion approving the maintenance agreement with Morphotrak at a cost of \$4,594.00 for the period of April 1, 2016 – March 31, 2017 for the jail fingerprint system.

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

Morphotrak is our livescan provider for the Belton Police jail unit. This is the annual maintenance and software upgrade agreement.

---

**IMPACT / ANALYSIS:**

This agreement includes software support, on site hardware support and parts support which must be in place to be guaranteed the livescan is working properly.

**FINANCIAL IMPACT**

Contractor:	Morphotrak
Amount of Request/Contract:	\$4,594.00
Amount Budgeted:	\$3,500.00
Funding Source:	010-3900-400-2015
Additional Funds	\$ 1,094.00
Funding Source	010-3900-400-3015
Encumbered:	\$
Funds Remaining:	\$

<b>TIMELINE</b>	Start:	Finish:
<b>OTHER INFORMATION/UNIQUE CHARACTERISTICS:</b>		

<b>STAFF RECOMMENDATION: Approve</b>
<b>OTHER BOARDS &amp; COMMISSIONS ASSIGNED:</b>
Date:
Action:

**List of reference Documents Attached:**

Morphotrak Maintenance Agreement  
Morphotrak Price sheet



5515 E. La Palma Ave., Suite 100  
Anaheim, CA 92807  
Tel: (714) 238-2000  
Fax: (714) 237-0050

February 12, 2016

Chief James Person  
Belton Police Department  
7001 E. 163rd St  
Belton, MO 64012

**RE: Maintenance and Support Agreement 004276-001  
Equipment Type: LiveScan**

Dear Chief Person:

By means of this letter, MorphoTrak, LLC ("MorphoTrak" or "Seller") hereby extends Belton Police Department and support agreement as referenced above. Enclosed are two (2) copies of the updated Exhibit A Description of Covered Products, Exhibit B Support Plan, Exhibit C Support Plan Options and Pricing Worksheet and Exhibit D Billable Rates for the period April 1, 2016 through March 31, 2017. Pursuant to Section 3.2 of the original agreement as referenced above, all terms and conditions shall remain in full force and effect.

Please indicate acceptance of this extension by signing the acceptance block below and **return two copies to my attention at MorphoTrak, LLC at 5515 E. La Palma Avenue, Suite 100, Anaheim, California 92807 or fax it to my attention at 714-237-0050 on or before February 29, 2016.** Failure to return this fully executed letter on or before March 31, 2016 will result in a lapse in maintenance, which will be subject to a 10% recertification and reimplementation fee.

If you have any questions or need further clarification, please contact me directly at 714-238-2071 or e-mail [rosario.hernandez@morpho.com](mailto:rosario.hernandez@morpho.com).

Sincerely,

Rosario Hernandez  
Contracts Administration Specialist  
MorphoTrak, LLC

**Accepted by:**

**MORPHOTRAK, LLC**

**BELTON POLICE DEPARTMENT**

Signed by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Printed Name: Walt Scott

Printed Name: \_\_\_\_\_

Title: Vice President

Title: \_\_\_\_\_

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

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

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Exhibit A

DESCRIPTION OF COVERED PRODUCTS

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**MAINTENANCE AND SUPPORT AGREEMENT NO.** 004276-001

**CUSTOMER:** Belton Police Department

The following table lists the Products under maintenance coverage:

<i>Product</i>	<i>Description</i>	<i>Node Name</i>	<i>Qty</i>
LiveScan	MorphoTrak ELSA P255C cab, livescan booking station, 2-Finger FAST ID, rolled finger/palms, 500ppi.	MOELSAC14	1
Printer	Lexmark MS 810/BLP Black & White Laser Printer	MOELSACLEX14	1

**Exhibit B SUPPORT PLAN**

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. Services Provided. The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

<b>SEVERITY LEVEL</b>	<b>DEFINITION</b>	<b>RESPONSE TIME</b>	<b>TARGET RESOLUTION TIME</b>
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone response within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable workaround. Note that this may not be applicable to intermittent problems.	Telephone response within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone response within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone response within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 Reporting a Problem. Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 Seller Response. Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error



promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 Error Correction Status Report. Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

## 2. Customer Responsibility.

2.1 Customer is responsible for running any installed anti-virus software.

2.2 Operating System ("OS") Upgrades. Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

## 3. Seller Responsibility.

3.1 Anti-virus software. At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 Customer Notifications. Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 Account Reviews. Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 Remote Installation. At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases.

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. (*Applies to Software and interfaces to those Products*) Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

*(The below listed terms are applicable only when the Maintenance and Support Agreement includes Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance and Support Agreement)*

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

**Exhibit C  
SUPPORT PLAN OPTIONS AND PRICING WORKSHEET**

Maintenance and Support Agreement # 005619-000 Date February 12, 2016  
 New Term Effective Start April 1, 2016 End March 31, 2017

<b>CUSTOMER:</b> Address (1): Address (2): CITY, STATE, ZIP CODE:	<b>Belton Police Department</b> 7001 E. 163rd St Belton, MO 64012	<b>BILLING AGENCY:</b> Address (1): Address (2): CITY, STATE, ZIP CODE:	<b>SAME</b>
<b>CONTACT NAME:</b> CONTACT TITLE TELEPHONE: FAX: Email:	<b>Chief James Person</b>	<b>CONTACT NAME:</b> CONTACT TITLE TELEPHONE: FAX: Email:	

For support on products below, please contact Customer Support at (800) 734-6241 or email at [cscenter@morpho.com](mailto:cscenter@morpho.com).  
 AFIS System       LiveScan™ Station       Printrak™ BIS System

STANDARD SUPPORT	ANNUAL FEE
<input checked="" type="checkbox"/> <b>Advantage – Software Support</b> ♦ 8 a.m. – 5 p.m. Monday to Friday PPM      ♦ Supplemental Releases & Updates      ♦ Software Customer Alert Bulletins ♦ Unlimited Telephone Support      ♦ Standard Releases & Updates      ♦ Telephone Response: 2 Hour ♦ Remote Dial-In Analysis      ♦ Automatic Call Escalation	\$ <u>4,594.00</u>
<b>STANDARD SUPPORT TOTAL</b>	\$ <b>4,594.00</b>

SUPPORT OPTIONS	ANNUAL FEE
<input checked="" type="checkbox"/> <b>On-Site Hardware Support</b> ♦ 8 a.m. – 5 p.m. Monday-Friday PPM      ♦ Defective Parts Replacement      ♦ Hardware Service Reporting ♦ Next day PPM On-site Response      ♦ Escalation Support      ♦ Product Repair ♦ Hardware Vendor Liaison      ♦ Hardware Customer Alert Bulletins      ♦ Equipment Inventory Detail Management	\$ <u>Included</u>

<input checked="" type="checkbox"/> <b>Parts Support</b> ♦ Parts Ordered & Shipped Next Business Day      ♦ Parts Customer Alert Bulletins ♦ <i>If customer is providing their own on-site hardware support, the following applies:</i> ♦ Customer Orders & Replaces Parts      ♦ Telephone Technical Support for Parts Replacement Available	\$ <u>Included</u>
--	--------------------

<input type="checkbox"/> <b>UPLIFTS</b> ♦ Increase PPM to _____ \$ <u>N/A</u> ♦ Increase Response Time to _____ \$ <u>N/A</u>	
<b>SUPPORT OPTIONS TOTAL</b>	\$ <b>Included as checked</b>

THIRD PARTY SUPPORT	ANNUAL FEE
<input type="checkbox"/> <b>THIRD PARTY VENDOR NAME:</b> ♦ <b>TERM DATE:</b> ♦ <b>COVERAGE:</b>	\$ <u>N/A</u>
<b>THIRD PARTY SUPPORT TOTAL</b>	\$ <b>N/A</b>

USERS CONFERENCE – NORTH AMERICA	ANNUAL FEE
<input type="checkbox"/> <b>Users Conference Attendance (\$2,950 per Attendee)</b> Year _____ Number Attendees Requested _____ ♦ Registration fee      ♦ Hotel accommodations ♦ Roundtrip travel for event      ♦ Daily meals ♦ Ground transportation to/from the conference airport to the conference hotel	\$ <u>N/A</u>
<b>USERS CONFERENCE TOTAL</b>	\$ <b>N/A</b>

OTHER AVAILABLE OPTIONS	ANNUAL FEE
<input type="checkbox"/> LiveScan 3000 Prism Protection \$1,500 unit/year – Covers labor and material fee for replacement of one (1) prism per year \$ <u>N/A</u> <input type="checkbox"/> Other: \$ <u>N/A</u>	
<b>OTHER AVAILABLE OPTIONS TOTAL</b>	\$ <b>N/A</b>

Prepared by: *Rosario Hernandez, 714-238-2071, [rosario.hernandez@morpho.com](mailto:rosario.hernandez@morpho.com)*

**SUPPORT TOTAL \* \$ 4,594.00**  
**USERS CONFERENCE TOTAL \$ N/A**  
**FULL TERM FEE GRAND TOTAL \* \$ 4,594.00**  
*\*Exclusive of taxes if applicable*

**PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)**

**Exhibit D**  
**CURRENT BILLABLE RATES**

**MAINTENANCE AND SUPPORT AGREEMENT NO.** 004276-001

**CUSTOMER:** Belton Police Department

The following are Seller's current billable rates, subject to an annual change.

<b>COVERAGE HOURS (PPM)</b>	<b>BILLABLE RATES</b> (OUTSIDE THE SCOPE OF A CURRENT EXECUTED AGREEMENT)
8am-5pm, M-F (local time)	\$160 per hour, 2 hours minimum
After 5p, Saturday, Sunday, Seller Holidays	\$240 per hour, 2 hours minimum

<b>COVERAGE HOURS (PPM)</b>	<b>BILLABLE RATES</b> (WITHOUT AN AGREEMENT)
8am-5pm, M-F (local time)	\$320 per hour, 2 hours minimum
After 5p, Saturday, Sunday, Seller Holidays	\$480 per hour, 2 hours minimum

**SECTION VII**  
**A**



AN ORDINANCE AMENDING SECTIONS: 42-36, RATES INSIDE THE CITY; 42-38, WATER RATES FOR APPROVED WATER DISTRICTS OR LOCAL GOVERNMENTS; 42-39, RATES FOR WATER CONSUMED OUTSIDE CITY; 42-296, SEWER SYSTEM USER RATES; OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF BELTON, MISSOURI.

---

WHEREAS, water rates are hereby increased by three percent (3.0%) to cover the increase in the raw water source charges from the water source, Kansas City, Missouri in addition to infrastructure maintenance; and

WHEREAS, sewer rates will remain unchanged at this time.

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

Section 1. That Section 42-36 of the Unified Development Code of the City of Belton, Missouri is hereby amended to read as follows:

**Section 42-36. Rates inside city.**

(a) Schedule from April 1, 2016: In all residential instances, the rate schedule for water use within the corporate limits beginning April 1, 2016, billing shall be as follows:

- (1) Fifteen hundred (1,500) gallons minimum-- \$13.24
- (2) Debt service rate -- \$10.21
- (3) Fifteen hundred one (1,501) gallons and over--\$0.9923 per one hundred (100) gallons of metered water.

(b) Schedule from April 1, 2016: In all non-residential instances, the rate schedule for water use within the corporate limits beginning April 1, 2016, billing shall be as follows:

- (1) Fifteen hundred (1,500) gallons minimum-- \$13.24
- (2) Debt service rate-- \$16.46
- (3) Fifteen hundred one (1,501) gallons and over--\$0.9923 per one hundred (100) gallons of metered water.

Section 2. That Section 42-38 of the Unified Development Code of the City of Belton, Missouri is hereby amended to read as follows:

**Sec. 42-38. Water rates for approved water districts or local governments.**

(a) In all instances, the rates for water provided to approved water districts or other local

government entities for resale to their own customers outside the City of Belton, beginning with the April 1, 2016, billing, shall be as follows:

\$0.5914 per one hundred (100) gallons

- (b) The rate established herein shall be available only to those water districts or other local government entities specifically approved by the **City Council** and shall be increased annually, effective April 1, 2016, by no less than the percentage of increase applied to retail water customers, or as otherwise changed by amendment to the City Code.

Section 3. That Section 42-39 of the Unified Development Code of the City of Belton, Missouri is hereby amended to read as follows:

**Section 42-39. Rates for water consumed outside city.**

- (a) Schedule from April 1, 2016. In all instances the rates scheduled for water provided by the city outside the city limits for residential household use beginning with the April 1, 2016, billing shall be as follows:

(1) Fifteen hundred (1,500) gallons minimum-- \$15.24

(2) Debt service rate-- \$10.21

(3) Fifteen hundred one (1,501) gallons and over--\$1.1248 per one hundred (100) gallons of metered water.

- (b) Schedule from April 1, 2016. In all instances the rates scheduled for water provided by the city outside the city limits for non-residential use beginning with the April 1, 2016, billing shall be as follows:

(4) Fifteen hundred (1,500) gallons minimum-- \$15.24

(5) Debt service rate-- \$16.46

(6) Fifteen hundred one (1,501) gallons and over--\$1.1248 per one hundred (100) gallons of metered water.

Section 4. That Section 42-296 of the Unified Development Code of the City of Belton, Missouri is hereby amended to read as follows:

**Section 42-296. Sewer system user rates.**

- (a) *General.* Each user or contributor shall pay for the services provided by the City of Belton Sewer System based on the sewer user's choice of two calculation methods.

Each user will determine which method of calculation is best for their household. No sewer service shall be furnished or rendered free of charge to any person.

- (1) The volumetric method. Monthly user charges shall be based on water usage as determined by water meter readings during the month.
  - (2) The winter average method. Monthly user charges shall be based on water usage as determined by water meter readings during the month of December, January, and February ("test period") and be effective with cycle billings in May following the test period. Such average water usage thus determined shall remain the basis for determining the contributor's monthly sewer charge until a new average consumption is determined following the next test period. If a residential user or contributor has not established a December, January, and February average, such contributor's user charge shall be the mean charge of all other residential contributors.
- (b) Residential contributors. "Residential contributors" shall mean any contributor to the city's sewer collection system whose structure is exclusively used for domestic dwelling purposes with no more than two (2) dwelling units on each separate water meter. Users of a portion of a structure which portion is separately metered for water use and is used exclusively as a dwelling are also classified as residential contributors. Residential contributors shall not include the users of hotels, motels, boardinghouses, nursing homes, residence halls, or multi-unit residential complexes served by a common water meter or meters. Exceptions may include contributors with a service contract approved by the City Council.
- (c) Nonresidential contributors. For all contributors, including industrial, commercial, or multi-unit residential complexes served by a common water meter or meters, monthly sewer user charges shall be based on the volumetric method of calculation of water usage as determined by water meter readings during the month, except as provided herein.
- (1) If a nonresidential contributor has a consumptive use of water, or in some other manner uses water which is not returned to the wastewater collection system, the user charge for that contributor may be based on a wastewater meter(s) or



separate water meter(s) installed and maintained at the contributor's expense and in a manner acceptable to the city.

- (2) Nonresidential contributors arranging temporary service for a construction site may choose to be charged for monthly sewer charges by either the volumetric method or by the winter average method allowed for residential contributors. The selection of a winter average sewer billing method for temporary construction site services shall be effective until establishment of a permanent service account but in no event longer than twelve (12) monthly billing periods. The selection of either option may not be revoked by the customer after the temporary account is established except as provided herein. The winter average for such temporary services shall be based on the average monthly water usage for all residential customers as may be determined from time to time by the city. The provisions of subparagraph (2) shall not apply to construction sites for expansions or remodeling of an existing permanent sewer service site.

(d) City sewer rates:

- (1) Schedule from July 1, 2013: In all residential instances the rate schedule for sewer use within the corporate limits beginning with the July 1<sup>st</sup>, 2013 billing shall be as follows:
  - a. Fifteen hundred (1,500) gallons minimum-- \$9.07 volumetric method/\$10.25 winter month average
  - b. Debt service rate-- \$15.33
  - c. Volumetric method: fifteen hundred one (1,501) gallons and over- \$1.0430 per one hundred (100) gallons of metered water. Winter month average: fifteen hundred one (1,501) gallons and over- \$1.1219 per one hundred (100) gallons of metered water based on the winter average.
- (2) Schedule from July 1, 2013: In all non-residential instances the rate schedule for water use within the corporate limits beginning with the July 2013 billing, shall be as follows:
  - a. Fifteen hundred (1,500) gallons minimum-- \$9.07
  - b. Debt service rate-- \$21.58

- c. Fifteen hundred one (1,501) gallons and over-\$1.0430 per one hundred (100) gallons of metered water.
- (3) Sewer Rates for residential contributors outside city- Schedule from July 1, 2013: In all residential instances the rate schedule for water use outside the corporate limits beginning with the July 2013 billing, shall be as follows:
- a. Fifteen hundred (1,500) gallons minimum-- \$12.98 volumetric method/\$14.46 winter month average
  - b. Debt service rate-- \$15.33
  - c. Volumetric method: fifteen hundred one (1,501) gallons and over-\$1.3038 per one hundred (100) gallons of metered water. Winter month average: fifteen hundred one (1,501) gallons and over-\$1.4027 per one hundred (100) gallons of metered water.
- (4) Sewer Rates for non-residential contributors outside city- Schedule from July 1, 2013: In all non-residential instances the rate schedule for water use outside the corporate limits beginning with the July 2013 billing, shall be as follows:
- a. Fifteen hundred (1,500) gallons minimum-- \$12.98
  - b. Debt service rate-- \$21.58
  - c. Volumetric method: fifteen hundred one (1,501) gallons and over-\$1.3038 per one hundred (100) gallons of metered water. Winter month average: not available.

Section 5. Any and all new rates established herein shall be effective with any billing from and after April 1, 2016.

Section 6. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 7. This ordinance shall be in full force and effect from and after its passage and approval.

READ FOR THE FIRST TIME: February 23, 2016

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



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

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

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

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and 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:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

# **SECTION VII**

## **O**

Bill No. 2016-29



Proposal: 5929-2-0

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## Belton Fire - Access Control

**Prepared for:**

Norman Larkey

**Belton Fire Department**  
16300 N. Mullen Road  
Belton, MO 64012

**P**  
**E** [nlarkey@beltonfire.org](mailto:nlarkey@beltonfire.org)  
**W** (816) 331-7969

Proposal Issued  
**3.4.2016**

Proposal Valid To  
**4.15.2016**

## CLIENT INFORMATION

**Name:** Belton Fire Department

**Site:**  
16300 N. Mullen Road  
Belton, MO 64012

**Billing:**  
16300 N. Mullen Road  
Belton, MO 64012

**Contact:**  
Norman Larkey  
(816) 331-7969  
nlarkey@beltonfire.org

## PROJECT DESCRIPTION

### *Project Objectives*

To ensure a successful implementation and completion of this project, the following objective(s) will be completed by Kenton Brothers Inc.

- **Convert Belton Fire Department from Keyscan Access Control to S2 utilizing the Police Departments S2 Controller.**

### *Project Assumptions*

The services and hardware proposed in this document are developed based on the information provided by City of Belton. The configuration and technical details set forth in this document are intended to provide City of Belton with a solution designed to meet the current and future needs of the company. Kenton Brothers assumes:

- Client will grant KB consultants and engineers reasonable access to facilities, IT systems, and administrative access rights needed to complete this project
- Client will provide adequate workspace for KB personnel
- Client will make available all participating client personnel so as to facilitate timely completion of this project and the knowledge transfer process
- Client will execute the timely review and approval of deliverables and project completion documentation in support of the overall project plan and objectives
- Any and all training provided as a part of the project scope is designed to give clients an initial exposure to the systems involved. It is not designed to be a replacement for the comprehensive material offered by the manufacturer's education services.
- Client will provide Man lift as needed for cabling and installation
- All work will be performed during normal business hours.



## ***Scope of Engineering Work***

The following is an overview of the engineering work to be performed and outlines KB responsibilities for the successful completion of this project:

### ***Belton Police S2 Controller***

- KB will install an S2 Upgrade to the existing controller to allow the controller to support the newest version of S2 software 4.7
- KB will upgrade the existing 32 portal license to 64 portals.
- KB will install the S2 Partitioning option to the existing controller to allow each department to manage their own facility without having access to others if necessary. KB will work with the departments to determine the best programming options.

### ***Belton Fire Station 2***

- KB will install a 12 Portal S2 Access Node to be connected to the Belton Police S2 Controller to replace the existing Keyscan system.
- KB will import the existing card holder credentials from the Keyscan system to the S2 system
- KB will work with the customer to move over the 8 existing portals to the new S2 system to allow for minimum down time.
- KB will program the S2 portals to allow access as needed per the customer.
- KB will replace 8 existing readers with new S2 RP40 readers for the new system.
- KB will install Access Control on 3 Doors that currently do not have controls installed.
  - A. Interior Cyl Door, Includes 8000 Electric Strike, Door Position Switch, REX Motion device, RP40 Reader, Cabling, and Installation
  - B. Exterior Rim Panic Door, Includes 9600 Electric Strike, Door Position Switch, REX Motion device, RP40 Reader, Cabling, and Installation
  - C. Exterior Mortise Door, Includes 1006 Electric Strike, Door Position Switch, REX Motion device, RP40 Reader, Cabling, and Installation
- KB will program the 3 new doors in the S2 system to allow access as needed per the customer.

### ***Belton Fire - 223 Main***

- KB will install a 2 Portal S2 Access Node to be connected to the Belton Police S2 Controller to replace the existing Keyscan system.
- KB will import the existing card holder credentials from the Keyscan system to the S2 system
- KB will work with the customer to move over the 2 existing portals to the new S2 system to allow for minimum down time.
- KB will program the S2 portals to allow access as needed per the customer.
- KB will replace 2 existing readers with new S2 RP40 readers for the new system.

### ***Programming***

- KB will provide training and programming of the system with the assistance from the client as needed for a proper installation.



All locations include rekeying the existing key system to upgrade to a secure keyway and re-gain control of keys

...

## PROJECT BUDGET

### Belton Fire Station 2

QTY	Manufacturer	Part #	Description	Unit Price	Ext. Price
1	S2 Security Corporation	S2NNE12RWM	NETWORK NODE 12 READER, 24 INPUT & OUTPUT	\$4,691.43	\$4,691.43
11	S2 Security Corporation	S2-920PTNNEK00460-S2SE	MultiCLASS SE RP40 Contactless Reader w/ S2 Label	\$221.43	\$2,435.73
1	HANCHETT ENTR\ SYSTEMS	8000C630	STRIKE WITH 801 & 801A FP 801 PLATE	\$143.36	\$143.36
1	HANCHETT ENTR\ SYSTEMS	1006CS630	1006 STRIKE KIT W/SMARTPACK FAIL SECURE 630	\$330.15	\$330.15
1	HANCHETT ENTR\ SYSTEMS	9600630	ELECTRIC STRIKE FIELD SELECTABLE FAIL SECURE/	\$276.08	\$276.08
1,000	WIRE	ACCESSPLENJKT4SHLD	1,000' TAPPAN WIRE H91602.1 YELLOW	\$0.88	\$880.00
3	KEEDEX	KDL38A	18 ARMORED DOOR LOOP 3/8 ID FLEXIBLE CONDUIT	\$26.24	\$78.72
3	George Risk Industries	8080TWGGY	RECESSED 3/4 SWITCH SET CLOSED LOOP WIDE GAP	\$5.68	\$17.04
3	Bosch	DS160	REQUEST-TO-EXIT PASSIVE INFRARED DETECTOR LIGHT	\$83.29	\$249.87
1	ALTRONIX	AL600ULACMCB	PWR SUPPLY AND CHARGER 8-OUTPUT PTC 12/24VDC	\$275.75	\$275.75
2	Coleman Cable Inc.	09709	POWER CORD 9' BLACK 16 GAUGE 3 CONDUCTOR 13A	\$6.93	\$13.86
1	Power Sonic	PS1250	12V 5AH SEALED LEAD ACID BATTERY	\$14.20	\$14.20
2	Yuasa Battery, Inc.	NP712	BATTERY 12V 7AH	\$16.24	\$32.48

### Labor Schedule for: Belton Fire Station 2

QTY	Description
46.00	Installation Labor

### Supplies & Materials for: Belton Fire Station 2

QTY	Description
3.00	Misc Installation Hardware
1.00	Labor to Rekey and Master Key

### S2 Controller Upgrade

QTY	Manufacturer	Part #	Description	Unit Price	Ext. Price
1	S2 Security Corporation	S2-SL3	32 Portal to 64 Portal Expansion	\$4,078.57	\$4,078.57
1	S2 Security Corporation	S2-SUSP-64	One Year Software Upgrade and Support Plan (64 Por	\$1,785.71	\$1,785.71
1	S2 Security Corporation	S2 Forward	S2 Forward	\$1,285.71	\$1,285.71
1	S2 Security Corporation	S2DBP	SYSTEM PARTITIONING LICENSE FOR S2 NETBOX	\$5,714.29	\$5,714.29
1	Power Sonic	PS1250	12V 5AH SEALED LEAD ACID BATTERY	\$14.20	\$14.20

### Labor Schedule for: S2 Controller Upgrade

QTY	Description
32.00	Installation Labor

### Belton Fire 223 Main



**Belton Fire 223 Main**

QTY	Manufacturer	Part #	Description	Unit Price	Ext. Price
1	S2 Security Corporation	S2NNE2RWM	NETWORK NODE W/2 READER, 4 INPUT, 4 OUTPUT	\$1,770.00	\$1,770.00
2	S2 Security Corporation	S2-920PTNNEK00460-S2StMultiCLASS SE RP40 Contactless Reader w/ S2 Label C		\$221.43	\$442.86
1	Power Sonic	PS1250	12V 5AH SEALED LEAD ACID BATTERY	\$14.20	\$14.20

**Labor Schedule for: Belton Fire 223 Main**

QTY	Description
8.00	Installation Labor

**Supplies & Materials for: Belton Fire 223 Main**

QTY	Description
1.00	Rekey and Master Key
2.00	Misc - Installation Hardware

**Cards**

QTY	Manufacturer	Part #	Description	Unit Price	Ext. Price
100	HID GLOBAL	2000HPGGMNFC29	CONTACTLESS SMART CARD PROGRAMMED ICLASS PLAIN	\$3.50	\$350.00

**Financial Summary**

<b>Total Equipment:</b>	<b>\$24,894.21</b>
<b>Total Labor:</b>	<b>\$8,170.00</b>
<b>Total Supplies &amp; Materials:</b>	<b>\$3,939.05</b>
<b>Total Miscellaneous Items:</b>	<b>\$373.42</b>
<b>Total Proposal Amount:</b>	<b>\$37,376.67</b>

**Note: The above price does not include sales tax.**

**PROJECT INVESTMENT SUMMARY**

**System Investment**

Kenton Brothers will provide the proposed system as described in this proposal for the sum of: **\$37,376.67**.

The price above includes: material, equipment and labor as described within this proposal. Taxes are not included and will be charged additionally.

**Payment Terms:**

Payment shall be Net 30 of invoice date.





## PROJECT EXCLUSIONS, CLARIFICATIONS & ASSUMPTIONS

	Include / Exclude			Include / Exclude	
AutoCad Plans & drawing files	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Stub Ups & Back Boxes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Submittals	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Prevailing Wage	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Permits	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conduit	<input type="checkbox"/>	<input checked="" type="checkbox"/>
System Training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Coring	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Network Cabling & Infrastructure	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fire Stopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Telephone Line	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Patch & Touch-up Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>
120vac Power	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Door/Frame Preparation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Locking Hardware	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Construction Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Installation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Remote Support	<input type="checkbox"/>	<input checked="" type="checkbox"/>
On Site Support	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lift Rental	<input type="checkbox"/>	<input checked="" type="checkbox"/>
			Bonding	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Clarifications & Assumptions

Kenton Brothers labor is provided during normal business hours Monday through Friday from 8:00 AM - 4:30 PM.

Overtime is not included and will be charged additionally.

Kenton Brothers will broom sweep floors and dispose of Kenton Brothers created trash daily within job site provided containers.

Taxes are excluded unless specifically shown as included at pricing summary lines.

Deliveries will be made during normal business hours. Overtime delivery is not included.



## PROJECT ACCEPTANCE

### Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Schedule of Equipment** as listed.

I hereby certify that I am authorized by my company to sign this agreement. Kenton Brothers is hereby authorized to perform the work as specified.

## AGREEMENT

This Master Agreement as incorporated and reflected in the attached "Standard Terms and Conditions" (this "**Agreement**") is made and entered into effective as of March 04, 2016 (the "**Effective Date**") by and between **Kenton Brothers Locksmiths, Inc.**, a Missouri corporation ("**KB**") and the above-identified customer ("**Customer**"). By signing this Agreement, KB agrees to provide the security equipment, software and/or services identified in the schedule(s) from time to time executed by the parties and attached hereto and/or incorporating this Agreement (each a "**Schedule**" and collectively the "**Schedules**") and Customer agrees to acquire the same, upon the terms and conditions of this Agreement and the Schedules.

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES**

Accepted By: **Kenton Brothers**  
Name: **Stacy Wessing**

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

Title: \_\_\_\_\_

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

Accepted By: **City of Belton, Missouri**  
Name: **Mayor Jeff Davis**

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

Title: \_\_\_\_\_

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





## 1. DEFINITIONS

- (a) "CCTV" means closed circuit television.
- (b) "Customer Location(s)" means the location(s) of Customer identified in the Schedule.
- (c) "Effective Date" means the effective date of this Agreement established on page 1 hercof.
- (d) "Equipment" means locking hardware, keying system hardware, cameras, alarms, doors, monitors, and other materials and tangible items
- (e) "Fees" means the KB's costs, expenses and any other charges for the Equipment, Software, Services or other items pursuant to this Agreement and/or in the applicable Schedule.
- (f) "Installation Services" means the process by which KB installs Equipment and/or Software for Customer pursuant to a Schedule.
- (g) "Leased Equipment" means Equipment that KB leases, or agrees to lease, to Customer pursuant to the terms of a Schedule.
- (h) "Licensed Software" means the machine readable forms of computer software programs and interfaces developed by KB that KB licenses, or agrees to license, to Customer pursuant to a Schedule, and all items of associated documentation, together with new releases, updates, corrections and patches to same.
- (i) "Purchased Equipment" means Equipment that KB sells, or agrees to sell, to Customer pursuant to the terms of a Schedule.
- (j) "Remote Video Equipment" means Equipment KB sells or leases, or agrees to sell or lease, to Customer pursuant to the terms of a Schedule for establishing, maintaining and/or operating a system of CCTV components at Customer Location(s) which Customer's authorized personnel can view from any computer or smart phone connected to high speed Internet.
- (k) "Remote Video Server Access" means access via the Internet to KB's remote video server which finds the IP address associated with Customer's CCTV components in order to enable Customer to view the CCTV cameras on any computer connected to high speed internet connection or any smart phone with Internet access capabilities.
- (l) "Schedule" means any purchase schedules or other order forms executed by the parties and incorporating this Agreement pursuant to which Customer may order Equipment, Software or Services from KB, together with all exhibits and schedules thereto. Schedules become effective upon execution by both parties.
- (m) "Services" means the services (including related documentation, content and materials provided in conjunction therewith) that KB provides or agrees to provide to Customer pursuant to the terms of this Agreement and a Schedule, including any changes, modifications, improvements and enhancements KB provides pursuant to a Schedule and this Agreement.
- (n) "Software" means the Licensed Software and Sublicensed Software.
- (o) "Sublicensed Software" means all third-party manufacturer firmware (embedded software accompanying Equipment) and all third-party software and interfaces that KB sublicenses, or agrees

to sublicense, to Customer pursuant to a Schedule, together with new releases, updates, corrections and patches to same developed by third party.

(p) "Maintenance and Support Services" means the Services described in Section 5 that KB provides, or agrees to provide, to Customer pursuant to a Schedule.

(q) "Maintenance and Support Services Schedule" means a Schedule in which Customer elects to purchase Maintenance and Support Services.

(r) "Work Product" means any designs, custom software programs, documentation, techniques, methodologies, inventions, analysis frameworks, procedures developed or introduced by KB in the course of or as a result of KB performing any Services, whether acting alone or in conjunction with Customer or its employees or others.

## 2. STANDARD TERMS AND CONDITIONS

The terms and conditions of this Agreement govern each Schedule. If there is any express conflict between the terms of this Agreement and the terms of a Schedule, the terms of the Schedule shall govern and control to the extent of such conflict. If the terms of this Agreement refer to or contain provisions governing types of Equipment, Software or Services that are not included in the Schedule, then said references to non-covered items herein shall be deemed omitted for purposes of such Schedule.

## 3. SERVICES

(a) **Services.** During the term of this Agreement, KB will provide the Services set forth on the applicable Schedule. Unless otherwise expressly provided in a Schedule, the Services (including, without limitation, Maintenance and Support Services described in Section 5) shall not include: (i) electrical work external to the Equipment or repair of damage or replacement of parts resulting from failure of electrical power or air conditioning; (ii) repair or replacement of damaged Equipment or Software (or parts thereof) resulting from catastrophe, accident, acts of God, neglect, misuse of equipment, or unauthorized modifications, repairs or reinstallation of any equipment by the Customer; (iii) any system or operational malfunction or failure not attributable to the Equipment or Software; (iv) relocation or reinstallation of Equipment or Software; or (v) assisting the Customer in obtaining any licenses or permits required by federal, state, or local entities.

(b) **Changes in Scope of Work.** Customer may from time to time desire to make changes in the scope of work set forth in the applicable Schedule. Variations to the scope of work, to the Equipment, Software or Services or to any specifications regarding the Equipment, Software or Services may require additional Fees or result in reduced Fees and/or may alter the time schedule for performance. Subject to the below terms, such changes must be in writing and accepted by both parties to be effective. If any such change causes an increase or decrease in the estimated Fees or causes a time schedule change from that originally agreed upon, KB will provide written notice to Customer of the change in Fees or scheduling. If such changes are acceptable to both parties, they shall execute a new or revised Schedule, change order or other written document acceptable to both parties, reflecting the changes.



Revised.

(c) Additional Services. At Customer's request, upon mutual agreement, KB may provide services not included in Services or are furnished beyond the term of the Schedule. In such event, KB shall charge Customer for such additional services at the KB published rates in effect at the time the labor and parts are furnished. Labor charges shall include travel time to and from installation site and shall be computed to the nearest one-half (1/2) hour with a minimum charge per call based upon a two (2) hour period. If travel expenses are required they shall be billable at KB's costs, or, if commercial transportation is used, at the actual cost of such commercial transportation. Other travel costs, such as per diem, lodging, parking and tolls shall be invoiced to Customer as incurred.

(d) Design Services. If the Services identified in the Schedule include design services, all drawings, specifications and other documents and electronic data that KB furnishes to Customer are deemed Work Product of KB and KB shall retain ownership and property interests therein, including copyrights thereto. Upon Customer's payment in full for all Equipment, Software and Services required in the Schedule, KB grants to Customer a limited, non-exclusive, perpetual license to use the Work Product in connection with the Customer Location(s) identified in the Schedule, conditioned on Customer's express understanding that its use of the Work Product is at Customer's sole risk and without liability or legal exposure to KB or anyone working by or through KB

(e) Installation Services. If and to the extent Customer purchases Installation Services pursuant to a Schedule, Customer authorizes KB to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary for the installation as determined by KB in its discretion. KB shall not be liable for any damage or loss sustained by any such alteration or by any delay in installation, equipment failure or interruption of service due to any reason or cause, including, without limitation, KB negligence.

#### 4. EQUIPMENT AND SOFTWARE

(a) Equipment Purchase. Customer agrees to purchase from KB the Equipment described as Purchased Equipment on a Schedule.

(b) Equipment Lease. Customer agrees to lease from KB the Equipment described as Leased Equipment on a Schedule.

(c) Licensed Software. Subject to the terms and conditions of this Agreement (including the applicable Schedule), KB grants to Customer a non-exclusive, limited, non-transferable license to use, and permit end-users to use, the Software described as Licensed Software on a Schedule solely during the license term set forth in the Schedule and solely at the Customer Location(s) for its internal purposes.

(d) Sublicensed Software. KB grants to Customer a non-exclusive, limited sublicense to use the Software embedded in the Equipment described on a Schedule or described as Sublicensed Software on a Schedule, subject to the limitations, restrictions and other terms imposed by the third-party supplier as further described in Section 4.(f).

(e) Shipping. By signing a Schedule, Customer authorizes KB to arrange (and invoice Customer for) shipping and in-transit insurance for the Equipment. The Equipment is priced F.O.B. manufacturer's plant.

(f) Risk of Loss. Risk of loss transfers to Customer upon delivery of possession to the shipment carrier. Claims alleging error or shortage will not be considered unless made in writing, within the time limits specified by the carrier. The goods shown

on the invoice, packing list and bill of lading shall govern all cases unless such notice is timely given to the carrier with copy to KB.

(g) Disclaimer of Warranties: Third-Party Terms. Except as expressly provided in Section 12, KB makes no warranties, express or implied, to Customer regarding any Equipment or Software. If and to the extent KB's third-party suppliers or third-party manufacturers extend warranties on any of the Equipment or Software, KB passes through such warranties to Customer. Sublicensed Software may be subject to pass-through terms from the third-party suppliers. Customer shall comply with all terms and restrictions of third-party suppliers. Customer acknowledges that additional Fees may be charged for new releases and updates.

#### 5. MAINTENANCE AND SUPPORT SERVICES

Section does not apply

(a) Covered Maintenance and Services. If and to the extent Customer purchases Maintenance and Support Services pursuant to a Schedule, KB, through KB's staff and/or third-party contractors, will provide Maintenance and Support Services for the Equipment and/ Software identified on the applicable Schedule. Maintenance and Support Services included in KB's annual maintenance Fee are: (i) an annual service call to inspect and confirm the operation of the Equipment and Software, the timing of which annual check shall be determined at KB's discretion and may be performed during any service call scheduled for other purposes; (ii) remote diagnosis during Regular Business Hours to identify the source of any reported problem with the covered Equipment and /or Software and remote repair of the covered Equipment and Software during Regular Business Hours; (iii) if and to the extent KB, in its sole discretion, determines that any on-site diagnosis or repair is necessary to address a reported problem with covered Equipment and/or Software, on-site service call(s) during KB's Regular Business Hours; and (iv) parts needed to repair covered Equipment if and to the extent they are available for reasonable cost.

(b) Exclusions. Unless otherwise expressly provided in a Schedule, the Maintenance and Support Services shall not include: (i) after-hours labor or service calls as further described in Section 5(d); (ii) any items or work described in Section 3(a)(i) through (v); (iii) the cost of replacing any Equipment when it is not capable of repair or not feasible to repair (e.g. when the parts needed to repair are not available at a reasonable cost); or (iv) the cost of purchasing any Software updates, new releases or replacements needed to repair or resolve issue.

(c) Regular Business Hours. KB's Regular Business Hours are between the hours of 8:00 a.m. and 4:30 p.m. CST, Monday through Friday, excluding KB-recognized holidays.

(d) After-Hours Support and Fees. Telephone support is available outside Regular Business Hours through an answering service at (816) 842-3700. The Fees for remote or on-site assistance outside of KB's Regular Business Hours are not included in KB's annual maintenance fee and are Additional Services subject to additional Fees pursuant to Section 3(c).

(e) Requests for Service Call. Customer requests for support or service calls can be reported to: support@KentonBrothers.com. Customer requests for support outside of Regular Business Hours are available through an answering service at (816) 842-3700.

(f) Non-KB Furnished Equipment. Any Equipment not purchased by Customer from KB or not otherwise provided by KB that is to be covered by a Maintenance and Support Services



Schedule shall be subject to inspection by KB to determine if it is in good operating condition. Any repairs or adjustments deemed necessary by KB to bring such Equipment up to good operating condition shall be made at Customer's expense with advance notice to Customer of the extent of the necessary repairs and estimated cost of repair (if repairs are to be made by KB). If Customer does not make such necessary repairs, then KB shall have no obligation to provide the Services related to such Equipment.

(g) Manufacturer's Warranty. Equipment and Software under manufacturer's warranty will be returned for repair or replacement in accordance to that third-party suppliers' returned material authorization policy.

(h) Required KB Approvals. Customer shall not perform any material repairs to the Equipment or Software without KB's prior approval and Customer shall not relocate, reinstall or modify any of the Equipment without KB's prior written approval. Nothing in the foregoing relieves Customer of responsibility for routine maintenance and the other obligations imposed in Section 8.(b).

(i) Term. The initial term of the Maintenance and Support Services shall commence on the date set forth in the applicable Maintenance and Support Services Schedule and shall continue for the period of months set forth in that Schedule. Thereafter, unless the Maintenance and Support Services Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Maintenance and Support Services shall automatically renew for the additional, consecutive periods specified in the Schedule.

(j) Fees. The annual Fee for Maintenance and Support Services during the initial term, for the Equipment specified in applicable Schedule, shall be the amount set forth in the Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d). If Customer, with KB's approval, makes any additions, modifications or deletions to the Equipment listed in the Schedule, KB shall adjust the annual maintenance charge to reflect such changes. Any additional charges under Section 5.(d) shall be at KB's published rates in effect at the time that KB furnishes the additional services.

(k) Payment. Unless otherwise stated in the applicable Schedule, the annual Fee for Maintenance and Support Services shall be paid in equal monthly installments with each payment due in advance. KB shall invoice Customer for such amounts and payment shall be due monthly within fifteen (30) days of the invoice date. All other charges shall be invoiced following the work performed and due upon receipt.

## 6. REMOTE VIDEO EQUIPMENT AND/OR ACCESS SERVICE *Section does not apply*

(a) 90-Day Equipment Warranty. If Customer purchases as new any Remote Video Equipment pursuant to a Schedule, KB warrants, for a period of ninety (90) days from the date of installation by KB or from the date of sale if system is self-installed by Customer, that the Remote Video Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Remote Video Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. The conditions, limitation and other terms of this ninety (90)-day warranty are set forth in Section 12. Consistent with Section 12, KB disclaims all warranties, other than the warranty in this Section 6.(a).

(b) Remote Video Server Access. If and to the extent Customer purchases Remote Video Server Access pursuant to a Schedule, during the term of the Remote Video Access Service set forth in the Schedule, KB will provide Customer with access via the Internet to KB's remote video server which finds the IP address that Customer's closed circuit television ("CCTV") is using in order to enable Customer to view the CCTV cameras on any computer connected to high speed internet connection or any smart phone with Internet access capabilities. KB is responsible only for allowing access to its remote video server and will assign a unique passcode to Customer to enable such access. Customer is solely responsible for supplying all 110 Volt AC power, electrical outlets and receptacles, electric service, high speed Internet connection, high speed broadband cable or DSL and IP address at Customer's premises where the CCTV system is installed. KB has no responsibility or liability for the same. For purposes of clarity, KB is not responsible for Customer's access to the Internet or for any interruption of service or down time of KB's remote video server. Customer also is solely responsible for installing, assigning and maintaining the security of all passcodes Customer assigns to the end users Customer authorizes to view the CCTV cameras.

(c) Term of Access. The initial term of the Remote Video Server Access shall commence on the date set forth in the applicable Schedule and shall continue for the period of months set forth in that Schedule. Thereafter, unless the Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Remote Video Server Access shall automatically renew for the additional, consecutive periods specified in the Schedule.

(d) Fees. The annual Fee for Remote Video Server Access during the initial term shall be the amount set forth in the applicable Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d).

(e) Payment. Unless otherwise stated in the applicable Schedule, the annual Access Fee shall be paid in equal monthly installments with each payment due in advance through credit card/bank authorization pursuant to Section 7.(b). In the event Customer fails to timely pay the monthly access charge KB shall be permitted to terminate Customer's access to KB's remote video server without notice.

## 7. FEES AND PAYMENT

(a) Fees. Customer shall pay KB the Fees in the amount, at the times and in the manner set forth in this Agreement or the applicable Schedule. KB may, in its sole discretion, require a down payment or payment in full prior to shipment of the Equipment/Software or performance of the Services. Unless otherwise stated in the applicable Schedule, the contract price (less any down payment previously paid) for Equipment, Software and Installation Services per the Schedule shall be paid within thirty (30) days after the date of invoice. The address for payment is 1718 Baltimore Ave. Kansas City MO 64108 or such other address KB designates in writing. The stated Fees do not include any applicable taxes or duties, including without limitation, state and local use, sales and property taxes and duties. Customer is responsible for all taxes and duties incurred as a result of its subscription and use of or access to the Equipment, Software or Services (except for any taxes levied upon KB's income).

(b) Credit/Bank Card Authorizations. Customer acknowledges that KB's obligation to provide certain Services is conditioned

*Section does not apply.*

*Does not apply - delivered not shipped*



upon Customer providing and maintaining a valid credit card or bank debit authorization with KB that permits KB to receive payment by automatically charging to Customer's credit card or automatically debiting to Customer's bank account all Fees payable under the applicable Schedule. Unless otherwise provided in a Schedule, such credit card or debit authorization method of payment applies to fees for Remote Video Server Access and third-party monitoring. In the event of non-payment through this method for any reason, such non-payment shall constitute a breach by Customer. KB shall not be required to send invoices or bills for these Services.

(c) **Remedies for Non-Payment.** If Customer does not timely comply with KB's payment terms or shows evidence of changed financial condition, KB may declare Customer in breach, suspend further access to the Services and/or terminate this Agreement at KB's sole option and pursue any or all of the following additional remedies: (i) collect interest at the lower of the rate of 1.533% per month or the maximum interest rate allowed under applicable law on all invoices older than thirty (30) days; (ii) require additional security or changes in the payment terms conditions; (iii) accelerate payment and declare the entire remaining Fees immediately due and payable to KB including, without limitation, the balance of any Fee(s) for Maintenance and Support Services payable under the Maintenance and Support Services Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable Schedule during the then current term and/or (iv) any other remedies available at law or in equity.

(d) **Reimbursement of Expenses.** Unless otherwise noted in a Schedule, Customer shall reimburse KB for any reasonable out-of-pocket expenses actually incurred by KB relating to KB's performance of its obligations under this Agreement.

(e) **Changes to Fees upon Renewal Term.** Fees for renewal terms may be changed by KB upon ninety (90) days' advance written notice.

## 8. CUSTOMER OBLIGATIONS

(a) **Space; Facilities; Access.** Customer, at its own expense shall provide KB with (i) ready access to the Equipment and Software at all reasonable times as necessary to perform the Services together with Customer's server(s) and other information technology systems to the extent necessary to perform the Services; (ii) adequate work and storage space and utilities; (iii) all electrical current, electrical current outlets, circuits and wiring required by the Equipment (and Customer is responsible for any ground loop or surge issues); (iv) a clean operating environment at the installation site which does not exceed the rated temperature, humidity and operation specifications of the Equipment; and (v) access to the Customer's network via the Internet to allow remote IT system support of relevant Equipment and Software at all times, including adequate bandwidth.

(b) **Customer's Information Technology Systems.** Although KB may need access to Customer's servers and other information technology systems to perform the Services, Customer is solely responsible for maintaining and operating the IT system and assuring that the integration of security components hereunder do not alter the proper functioning of Customer's network and systems.

(c) **Maintenance; Unauthorized Relocation or Repair.** Customer shall perform routine maintenance on the Equipment, such as keeping the Equipment clean, secure, and in a proper

environment, upgrading software, and any non-material equipment repair.

(d) **Extraordinary Service Costs.** If any specialized equipment is required to provide the Services to Customer (including, without limitation, special scaffolding or man-lift equipment), then Customer shall either provide such specialized equipment or reimburse KB for the cost of the rental or purchase of such specialized equipment. Such duty applies to all Services requiring specialized equipment, including, without limitation, Services included in Maintenance and Support Services.

## 9. THIRD PARTY CENTRAL OFFICE MONITORING

Customer acknowledges that no central office monitoring services are provided by KB to Customer pursuant to this Agreement. If requested by Customer and set forth in a Schedule, KB will contract directly with a third party monitoring company to provide central office monitoring services for Customer, and the Fee for such third-party monitoring will be set forth on the applicable Schedule. This third party arrangement is offered by KB solely as a convenience to Customer and Customer acknowledges that KB is not responsible for providing any monitoring services. Customer agrees that KB shall not be liable under any circumstances for any events arising out of or in any way related to the third party monitoring services, and KB expressly disclaims all liability associated with such central office monitoring services.

## 10. TERM; TERMINATION

(a) **Term.** This Agreement will commence on the Effective Date and remain in effect so long as the term of any Schedule remains in effect.

(b) **Termination of a Schedule.** Either party may terminate any Schedule(s) upon thirty (30) days prior written notice to the other party, in the event that the other party: (i) materially breaches any material provision of this Agreement or the Schedule and fails to cure such material breach within such thirty (30)-day notice and cure period, or (ii) is the subject of a voluntary or involuntary bankruptcy, reorganization or liquidation proceeding, is insolvent, makes a general assignment for the benefit of creditors or admits in writing its inability to pay debts when due. Additionally, KB may immediately suspend or terminate this Agreement upon written notice to Customer pursuant to Section 7(c). Further, this Agreement shall automatically terminate in the event that loss or irreparable damage or destruction occurs which renders the Equipment permanently unfit for use.

(c) **Effect of Termination.** Upon the expiration or other termination of a Schedule for any reason, each party's rights and obligations under the Schedule shall automatically terminate except those rights and obligations that accrued prior to the effective termination date of the Schedule and those rights and obligations that by their nature or express terms continue after the effective termination date of the Schedule. If any Schedule is terminated for any reason, other than termination by Customer pursuant to Section 10.(b) due to KB's breach, KB shall be entitled to retain all prepaid Fees, to accelerate payment and declare the entire remaining Fees immediately due and payable to KB (including, without limitation, the balance of any Fee(s) for Maintenance and Support Services payable under the Maintenance and Support Services Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable Schedule during the then current term) and pursue any and all additional remedies available at law or in equity. Upon termination of the Agreement, if any of the



Equipment is owned by KB, then Customer will reimburse KB for the cost of the removal charges of such Equipment.

## 11. RELATIONSHIP OF PARTIES

The relationship of KB and Customer established by this Agreement shall be solely that of independent contractors, and nothing herein shall create or imply any other relationship. Nothing in this Agreement shall be construed to give either party the power to direct or control the daily activities of the other party. KB shall have the right to determine the method, details, and means of providing and performing the Services. KB shall have the sole right to designate the appropriate personnel, subcontractors or service partners necessary to provide the Services to be performed under a Schedule. KB reserves the right to substitute personnel, subcontractors and service partners for any reason and in its own discretion. Customer agrees that KB shall not be liable for any loss or damage sustained by Customer caused by the negligence of any third parties, including subcontractors and service partners selected by KB to perform the Services. *No Subs or third parties.*

## 12. LIMITED WARRANTIES; DISCLAIMER OF ALL OTHER WARRANTIES

(a) Limited Warranties. KB warrants the workmanship of all Services it performs under this Agreement for a period of ninety (90) days from the date the Services are performed. With respect to Remote Video Equipment sold new to Customer, KB makes the warranty set forth in Section 6(a). With respect to all other Equipment sold new to Customer, KB warrants, for a period of one (1) year from the earliest of date of shipment, that the Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions] KB shall be the sole judge in determining whether the Services, Equipment or Software are/were defective. KB's sole obligation and Customer's exclusive remedies with respect to Services or Equipment KB determines to be defective during the warranty period shall be KB's obligation to re-perform the defective Services or to repair or replace the defective item (which selected option shall be determined by KB in its sole discretion). KB reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. All remedies are expressly conditioned upon: (i) Customer advising KB of any defect, error or omission within ten (10) days after KB's performance of the Services in the case of defective Services, and within ten (10) days after KB's installation of the Equipment or, if installed by Customer, within ten (10) days from the date of sale of the Equipment, in the case sale of new Equipment; (ii) Customer sending written notice of defect to KB, by certified or registered mail/ return receipt requested in the event Customer complies with Section 12.(a)(i) and KB fails to re-perform the Services or to repair or replace the Equipment within thirty-six (36) hours after the date of the notice required in Section 12.(a)(i) excluding Saturdays, Sundays and legal holidays; (iii) Customer not repairing or altering the Equipment without KB's consent; and (iv) Customer complying with the operating instructions for the Equipment. In the event KB elects to repair any Equipment at its own site or to replace any Equipment, Customer shall pay the cost of disassembling and returning the allegedly defective Equipment and KB. The warranty does not include batteries, reprogramming, damage by lightning or electrical surge and does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper

installation by anyone other than KB. KB is not the manufacturer of the Equipment and, other than KB's limited warranty in this Section 12.(a), Customer agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage, if any. KB makes no warranties of any kind with respect to used or refurbished Equipment sold to Customer.

(b) Disclaimer of All Other Warranties. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE APPLICABLE SCHEDULE, KB PROVIDES ALL EQUIPMENT, SOFTWARE AND SERVICES UNDER THIS AGREEMENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. KB HEREBY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, SOFTWARE OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY, GUARANTEE, OR REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE EQUIPMENT, SOFTWARE OR SERVICES. KB MAKES NO REPRESENTATION OR WARRANTY THAT THE EQUIPMENT, SOFTWARE OR SERVICES WILL AVERT, DETER OR PREVENT ANY LOSS OR INJURY DUE TO BURGLARY, HOLD UP, FIRE OR OTHERWISE, OR THAT THE EQUIPMENT OR SERVICES WILL PROVIDE THE PROTECTION FOR WHICH THEY ARE INTENDED OR THAT THE SYSTEM OR ITS COMPONENTS ARE INCAPABLE OF HACKING, COMPROMISE OR CIRCUMVENTION. KB MAKES NO WARRANTY AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ANY THIRD PARTY HARDWARE, EQUIPMENT OR SOFTWARE PROVIDED BY KB OR WITH WHICH THE SERVICES MAY BE REQUIRED OR DESIRED TO COMMUNICATE OR OPERATE. KB IS NOT RESPONSIBLE FOR ANY DEFECT CAUSED BY OR THAT OTHERWISE RESULTS FROM MODIFICATIONS, MISUSE OR DAMAGE TO THE SERVICES MADE, PERMITTED OR OTHERWISE CAUSED BY CUSTOMER IN WHOLE OR IN PART.

## 13. LIMITATION OF LIABILITY

*Revised.*

Customer's exclusive remedy for breach of this agreement shall be limited to restoring the equipment covered by this agreement to good operation condition. KB shall have no liability for any delay in performing its obligations hereunder. IN NO EVENT SHALL KB BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

## 14. INDEMNIFICATION BY CUSTOMER

*Revised*

(a) Subject to and without waiving customer's rights of sovereign immunity, each party shall to the fullest extent permitted by law defend and hold harmless one another, and their respective officers, shareholders, directors, employers, agents and affiliates (each an Indemnified party) from and against any and all damages, costs, liabilities, losses and expenses (including but not limited to, reasonable attorney's fees) resulting from any claim, suit, action, arbitration or proceeding brought or threatened



by a third party against any Indemnified Party to the extent arising from or relating to: (a) the design, manufacture, installation or operation of any equipment or software or the performance/non-performance of any services pursuant to this agreement; (b) any breach or alleged breach by a party of any of its representations, warranties covenants or obligations hereunder or any actual or alleged act or failure to act by a party; or (c) any of the services provided pursuant to this agreement by a subcontractor or service partner of KB.

(b) KB Not an Insurer. Customer understands that KB is not an insurer. Customer has sole responsibility to obtain insurance adequate to cover risks, losses, damages, injuries, death and other effects of burglary, fire, physical dangers or medical problems affecting Customer, Customer's family, and any other persons who may be in or near Customer's Location(s).

#### 14. EXCULPATORY CLAUSE *Revised*

The Services performed by KB in connection with this Agreement are not designed to reduce any risks of loss to Customer and KB does not guarantee that no loss will occur.

#### 15. CONFIDENTIAL INFORMATION

(a) Confidential Information. Customer acknowledges that during the course of this Agreement, KB may disclose certain confidential information to Customer, including, without limitation, information concerning the business, technology, products, services, financial information, pricing, proposals, customers, prospective customers, referral sources, know-how, procedures, inventions, object or source code, databases, research, programs, designs, concepts, methodologies and strategies of KB ("Confidential Information"). The Customer shall maintain the secrecy of all such Confidential Information disclosed to it pursuant to this Agreement. Customer shall not use, disclose or otherwise exploit any Confidential Information for any purpose not specifically authorized pursuant to this Agreement; provided that, Customer may produce information in compliance with any law, court or administrative order. Customer shall give KB reasonable notice under the circumstances and to the extent permitted by law that such Confidential Information is being sought by a third party so as to afford KB the opportunity to limit or prevent such disclosure. All files, lists, records, documents, drawings, documentation, end-user materials, specifications, equipment and computer programs that incorporate or refer to any Confidential Information shall be returned, deleted or destroyed by the Customer promptly upon termination or expiration of this Agreement.

(b) Remedies. Customer agrees that a breach of Section 16(a) will cause KB irreparable injury and damage. The parties expressly agree that KB shall be entitled to injunctive and other equitable relief to prevent such a breach, in addition to any other remedy to which KB might be entitled. The parties waive the posting of any bond or surety prior to the issuance of an injunction hereunder. In the event a court refuses to honor the waiver of bond hereunder, the parties expressly agree to a bond in the amount of \$100.00. All remedies for such a breach shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedy with respect to the subject matter hereof.

#### 16. NOTICE TO OWNER *Section does not apply*

FAILURE OF KB TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS

AGREEMENT CAN RESULT IN THE FILING OF THE MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT HEREOF PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK KB FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS AGREEMENT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

#### 17. ARBITRATION OF DISPUTES

(a) Arbitration. Except as provided in Section 18.(c) below, the parties agree that all claims, disputes or controversies between KB and Customer which arise out of or relate to this Agreement, or the breach thereof, shall be submitted to and resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (including its Emergency Rules) then in effect and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any demand for arbitration must be filed promptly and within a reasonable time after a claim, dispute or controversy has arisen and in no event later than one (1) year after the cause of action accrued.

(b) Place. The parties agree the place of arbitration shall be in Cass County, Missouri. *Revised.*

(c) Exclusions. Regardless of any contrary provision contained in this Agreement, claims by KB against Customer collecting overdue amounts not disputed by Customer shall not be subject to the provisions of this Section 18. And, regardless of any contrary provision contained in this Agreement, claims, disputes and controversies arising out of actions or claims filed or asserted by third parties on account of personal injury or death of a person, loss or damage to property shall not be subject to the provisions of this section.

#### 18. ATTORNEYS FEES AND COSTS

Should either party be required to institute any arbitration, lawsuit, action or proceeding to enforce any of its rights set forth in this Agreement (including any Schedule), then the prevailing party in any such lawsuit, action or proceeding shall be entitled to reimbursement from the non-prevailing party for all reasonable attorneys' fees and costs incurred in such arbitration, lawsuit, action or proceeding.

#### 19. GENERAL PROVISIONS

(a) No-Hire. Without the prior written consent of KB, Customer will not offer employment, consulting or other arrangement to any of KB's employees until the earlier of one (1) year after termination of this Agreement or one (1) year after such employee leaves the employment of KB.

(b) Entire Agreement; Amendment. This Agreement, including the Schedules, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, both oral and written, with respect to the subject matter hereof. Except as otherwise provided herein, no amendment or modification of this Agreement or any Schedule shall be effective unless in writing and signed by both parties.

No use of trade, course of prior dealings between the parties or other regular practice or method of dealing between the parties shall be used to modify, interpret, supplement or alter in any manner the terms of this Agreement.



(c) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be delivered by facsimile or scanned email transmission.

(d) Severability. If any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect, and such invalid, illegal or unenforceable term or provision shall be deemed not to be part of this Agreement.

(e) Governing Law; Venue. This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Missouri, without reference to its conflicts or choice of law principles. The parties agree that the sole and exclusive jurisdiction and venue for any and all disputes arising under this Agreement that are not subject to arbitration pursuant to Section 18 (including, without limitation, actions to enforce a binding decision of the arbitrator) shall be in any trial court located in or having jurisdiction over Cass County, Missouri. Each of the parties hereby irrevocably submits and consents to personal jurisdiction in the State of Missouri.

(f) Notices. Any notice required hereunder shall be delivered by hand, by courier service, or by certified mail (return receipt notices so delivered shall be effective upon actual receipt of the electronic transmission.

(g) Waiver. Except as specifically provided in a written waiver signed by a duly authorized representative of the party seeking enforcement, the failure to enforce or the waiver of any term of this Agreement shall not constitute the waiver of such term at any

time or in any circumstances and shall not give rise to any restriction on or condition to the prompt, full and strict enforcement of the terms of this Agreement.

(h) Assignment and Benefit. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that KB may assign this Agreement in connection with the sale, merger or disposition of KB, the Services or any of its related business operations. This Agreement shall be binding upon and shall inure to the benefit of Customer and KB and their successors and permitted assigns, subject to the other provisions of this section.

(i) Delays in Performance or Shipment. KB shall exercise reasonable efforts to perform all Services on the proposed or scheduled dates, but KB makes no guarantees as to dates. KB shall be further excused from any delay or failure in its performance hereunder caused by any disruption or slow speed of the Internet, break-downs of security or introduction of computer viruses (and the like) by third parties, any labor dispute, government requirement, act of God, or any other cause beyond its reasonable control. If through no fault of KB delivery is delayed, Customer shall pay to KB any additional costs it incurs as a result of such delay.

(j) Third Parties. Nothing in this Agreement, express or implied, shall create or confer upon any person or entity not a named party to this Agreement any legal or equitable rights, remedies, liabilities or claims with respect to this Agreement and nothing in this Agreement or any Schedule shall give any third party any claim or cause of action against KB.

Revised

**SECTION VII**  
**Q**

AN ORDINANCE DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING FOR PUBLIC USE TEMPORARY CONSTRUCTION EASEMENTS AND PERMANENT EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF STORM DRAINAGE IMPROVEMENTS RELATED TO THE PACIFIC DRIVE STORM DRAINAGE IMPROVEMENTS PROJECT GENERALLY LOCATED IN SECTION 14, TOWNSHIP 46 NORTH, RANGE 33 WEST, ALL IN THE CITY OF BELTON, CASS COUNTY, MISSOURI; AUTHORIZING THE CITY AND ITS DESIGNEES TO NEGOTIATE FOR THE PURPOSE OF ACQUIRING THE EASEMENTS AND PROPERTY ACQUISITION BY CONTRACT OR CONDEMNATION; AND AUTHORIZING THE CITY ATTORNEY AND HIS/HER DESIGNEES TO INSTITUTE CONDEMNATION PROCEEDINGS IF SUCH INTERESTS IN LAND CANNOT BE ACQUIRED BY PURCHASE THROUGH GOOD FAITH NEGOTIATIONS.

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**WHEREAS**, the City Council for the City of Belton, Missouri, pursuant to the advice and recommendation of the City Manager, deems it necessary, desirable, advisable and in the public interest to acquire temporary construction easements and permanent easements together with all appurtenances related thereto, necessary for the purpose of construction and maintenance of storm drainage improvements related to the Pacific Drive Storm Drainage Improvements Project and other related public improvements associated with the operation of the City's storm drainage system, which property is generally located in Section 14, Township 46 North, Range 33 West, all within the City of Belton, Cass County, Missouri, and as legally described on the attached **Exhibit A** (collectively, the "Project"); and

**WHEREAS**, the Project includes 17 parcels located in Ward 3 of the City of Belton, Missouri, which there are 17 exhibits illustrating the necessary property for acquisition on the attached **Exhibit A**; and

**WHEREAS**, the City has the authority by virtue of Sections 82.240 and Chapter 523 of the Revised Statutes of the State of Missouri (2006, as amended) and by virtue of the Charter of the City of Belton, Missouri, to acquire private property, or any interest therein, by condemnation proceedings as it determines is necessary for any public use, including such uses or purposes stated herein.

**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 public 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, pursuant to the plans and specifications on file at Belton City Hall, to acquire, by purchase or condemnation proceedings temporary construction easements and permanent easements necessary for construction and maintenance of the Project over, under and through the tracts of land legally described and depicted on **Exhibit A**.

**SECTION 2.** That the City Manager and his designees are hereby authorized to negotiate with the owners of the properties as herein described for the purpose of acquiring the necessary temporary construction easements and permanent easements.

SECTION 3. That the City Manager and his designees are hereby authorized to execute necessary documents to pay and disburse funds to such owner, and any other party holding property rights or interests, and escrow agents pursuant to negotiated agreements as well as file and record easement and ownership transfer documents associated with the acquisition of the necessary temporary and permanent easements property interests.

SECTION 4. That, in the event of failure, following good faith negotiations, to reach agreement on the amount of compensation to be paid for the various property interests and the acquisition thereof by purchase, the City Attorney and his/her designees are hereby authorized and directed to institute condemnation proceedings for the purpose of acquiring the temporary and permanent easements in the manner provided by the Revised Statutes of the State of Missouri.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. That this ordinance shall be in full force and effect from and after its passage and approval.

FIRST READING ON: March 22, 2016

SECOND READING AND PASSED ON:

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Mayor Jeff Davis

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

---

Mayor Jeff Davis

ATTEST:

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

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

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

AYES:            COUNCILMEN:

NOES:           COUNCILMEN:

ABSENT:        COUNCILMEN:

---

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





## CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: March 22, 2016

DIVISION: Engineering

COUNCIL:  Regular Meeting     Work Session     Special Session

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

**ISSUE/RECOMMENDATION:**

At the April 14, 2015 City Council Regular Meeting, a Task Agreement with Olsson Associates was approved in order to complete the design for the Pacific Drive Storm Drainage Improvements Project. Although design is nearly complete, there are temporary and permanent easements that are necessary to acquire in order to construct the improvements. Before the property acquisition phase starts, staff recommends approving the attached condemnation ordinance.

**PROPOSED CITY COUNCIL MOTION:**

At the March 22, 2016 Regular Meeting of the City Council, authorize and approve an ordinance determining and declaring the necessity of acquiring for public use temporary construction easements and permanent easements for the construction and maintenance of storm drainage improvements related to the Pacific Drive Storm Drainage Improvements Project generally located in Section 14, Township 46 North, Range 33 West, all in the City of Belton, Cass County, Missouri; authorizing the City and its designees to negotiate for the purpose of acquiring the easements and property acquisition by contract or condemnation; and authorizing the City Attorney and his/her designees to institute condemnation proceedings if such interests in land cannot be acquired by purchase through good faith negotiations.

**BACKGROUND:**

The Pacific Drive Storm Drainage Improvements Project is at the top of the list for Priority 1 projects in the City's 2012 Stormwater Master Plan. The project includes construction of a berm on the north side of East Pacific Drive and increasing the capacity of the storm sewer system by increasing pipe size and adding curb inlets to capture more stormwater in the storm sewer system and reduce the chance of flooding for residents.

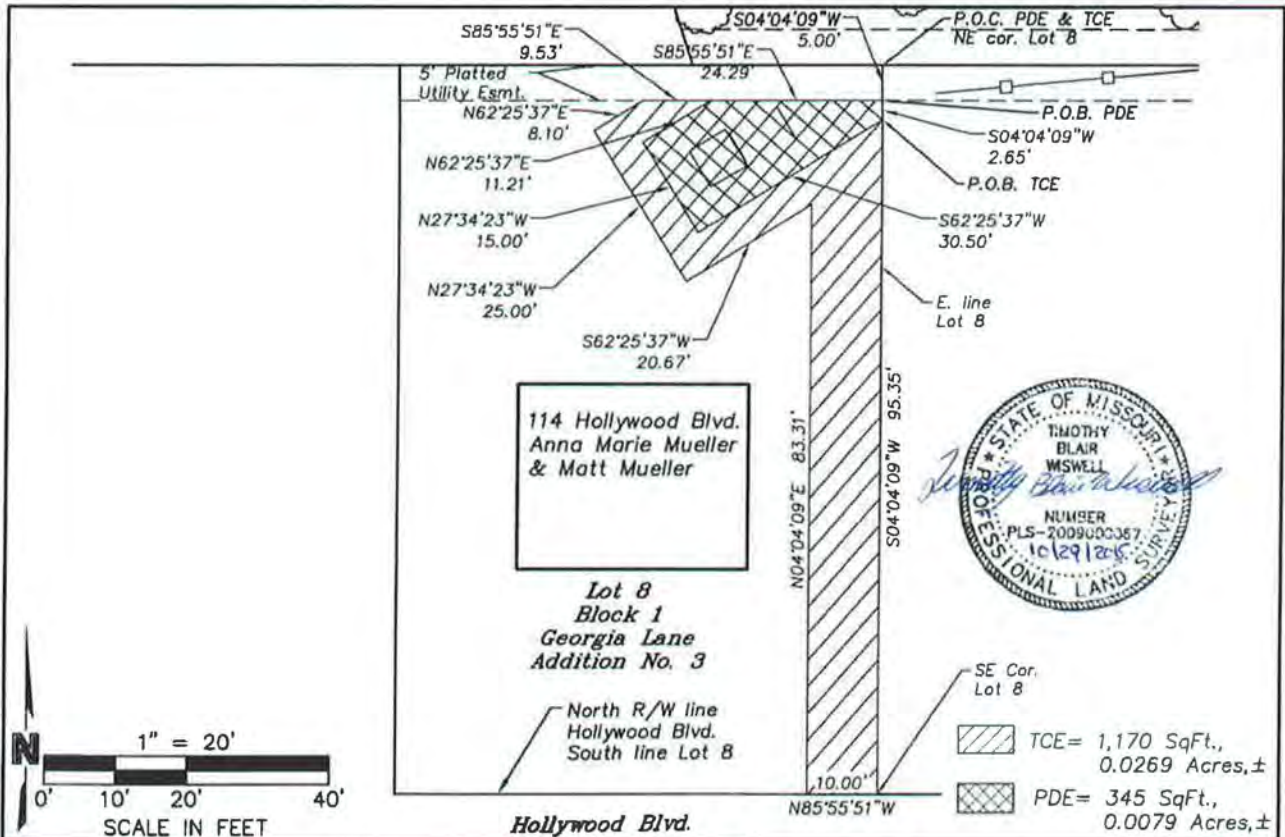
**STAFF RECOMMENDATION, ACTION, AND DATE:**

Staff recommends approving the first read of the condemnation ordinance at the March 22, 2016 Regular Meeting of the City Council.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Condemnation Ordinance  
Exhibit A

## **EXHIBIT A**



PROJECT NO: 015-1205  
 DRAWN BY: MCL  
 DATE: 10/23/15

Temporary Construction Easement &  
 Permanent Drainage Easement

**MOLSSON**  
 ASSOCIATES  
 7301 West 133rd Street  
 Suite 200  
 Overland Park, KS 66213-4750  
 TEL: 913.381.1170  
 FAX: 913.381.1174

TRACT  
 1



File No. 015-1205  
Belton Buena Vista/E. Pacific Storm Improvements  
October 27, 2015

TRACT-1

Owner:

Anna Marie Mueller & Matt Mueller  
114 Hollywood Blvd.  
Belton, MO 64012

Temporary Construction Easement Description:

All that part of Lot 8, Block 1, Georgia Lane Addition No. 3, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

COMMENCING at the Northeast corner of Lot 8, Block 1, of said Georgia Lane Addition No. 3; thence South 04 degrees 04 minutes 09 seconds West, along the East line of said Lot 8, a distance of 7.65 feet to the POINT OF BEGINNING; thence South 04 degrees 04 minutes 09 seconds West, continuing along the East line of said Lot 8, a distance of 95.35 feet, to the Southeast corner of said Lot 8, said point being on the North right-of-way line of Hollywood Boulevard, as it now exists; thence North 85 degrees 55 minutes 51 seconds West, along the South line of said Lot 8 and along said North right-of-way line, a distance of 10.00 feet; thence North 04 degrees 04 minutes 09 seconds East, departing the South line of said Lot 8 and departing said North right-of-way line, a distance 83.31 feet; thence South 62 degrees 25 minutes 37 seconds West, a distance of 20.67 feet; thence North 27 degrees 34 minutes 23 seconds West, a distance of 25.00 feet; thence North 62 degrees 25 minutes 37 seconds East, a distance of 8.10 feet, to the South line of an existing five foot platted utility easement; thence South 85 degrees 55 minutes 51 seconds East, along the South line of said platted utility easement, a distance of 9.53 feet; thence South 62 degrees 25 minutes 37 seconds West, departing the South line of said platted utility easement, a distance of 11.21 feet; thence South 27 degrees 34 minutes 23 seconds East, a distance of 15.00 feet; thence North 62 degrees 25 minutes 37 seconds East, a distance of 30.50 feet, to the POINT OF BEGINNING, containing 1,170 Square Feet or 0.0269 Acres, more or less.



Olsson Associates  
7301 West 133<sup>rd</sup> Street  
Suite 200  
Overland Park, KS 66213  
(913) 381-1170

File No. 015-1205

Belton Buena Vista/E. Pacific Storm Improvements

October 27, 2015

TRACT-1

Owner:

Anna Marie Mueller & Matt Mueller

114 Hollywood Blvd.

Belton, MO 64012

Permanent Drainage Easement Description:

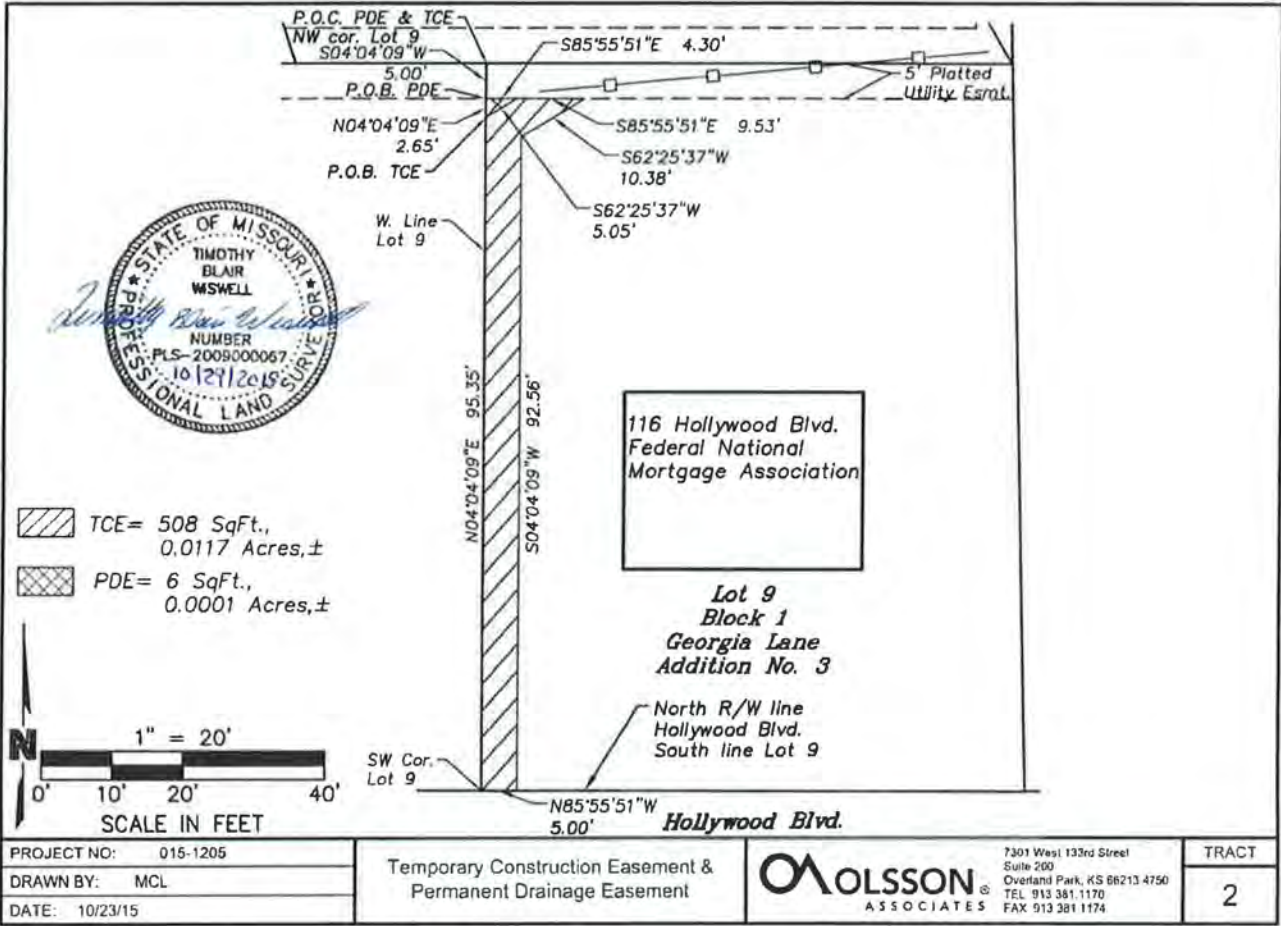
All that part of Lot 8, Block 1, Georgia Lane Addition No. 3, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

COMMENCING at the Northeast corner of Lot 8, Block 1, of said Georgia Lane Addition No. 3; thence South 04 degrees 04 minutes 09 seconds West, along the East line of said Lot 8, a distance of 5.00 feet to the POINT OF BEGINNING; thence South 04 degrees 04 minutes 09 seconds West, continuing along the East line of said Lot 8, a distance of 2.65 feet; thence South 62 degrees 25 minutes 37 seconds West, departing the East line of said Lot 8, a distance 30.50 feet; thence North 27 degrees 34 minutes 23 seconds West, a distance of 15.00 feet; thence North 62 degrees 25 minutes 37 seconds East, a distance of 11.21 feet to the South line of an existing five foot platted utility easement; thence South 85 degrees 55 minutes 51 seconds East, along the South line of said platted utility easement, a distance of 24.29 feet, to the POINT OF BEGINNING, containing 345 Square Feet or 0.0079 acres, more or less.



Olsson Associates  
7301 West 133<sup>rd</sup> Street  
Suite 200  
Overland Park, KS 66213  
(913) 381-1170





File No. 015-1205

Belton Buena Vista/E. Pacific Storm Improvements

October 27, 2015

TRACT-2

Owner:

Federal National Mortgage Association

116 Hollywood Blvd.

Belton, MO 64012

Temporary Construction Easement Description:

All that part of Lot 9, Block 1, Georgia Lane Addition No. 3, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

COMMENCING at the Northwest corner of Lot 9, Block 1, of said Georgia Lane Addition No. 3; thence South 04 degrees 04 minutes 09 seconds West, along the West line of said Lot 9, a distance of 7.65 feet to the POINT OF BEGINNING; thence North 62 degrees 25 minutes 37 seconds East, departing the West line of said Lot 9, a distance of 5.05 feet, to the South line of an existing five foot platted utility easement; thence South 85 degrees 55 minutes 51 seconds East, along the South line of said platted utility easement, a distance of 9.53 feet; thence South 62 degrees 25 minutes 37 seconds West, departing the South line of said platted utility easement, a distance of 10.38 feet; thence South 04 degrees 04 minutes 09 seconds West, a distance of 92.56 feet, to a point on the South line of said Lot 9, said point also being on the North right-of-way line of Hollywood Boulevard, as it now exists; thence North 85 degrees 55 minutes 51 seconds West, along the South line of said Lot 9 and along said North right-of-way line, a distance of 5.00 feet; to the Southwest corner of said Lot 9; thence North 04 degrees 04 minutes 09 seconds East, along the West line of said Lot 9, a distance 95.35 feet, to the POINT OF BEGINNING, containing 508 Square Feet or 0.0117 acres, more or less.



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File No. 015-1205  
Belton Buena Vista/E. Pacific Storm Improvements  
October 27, 2015

TRACT-2

Owner:  
Federal National Mortgage Association  
116 Hollywood Blvd.  
Belton, MO 64012

Permanent Drainage Easement Description:

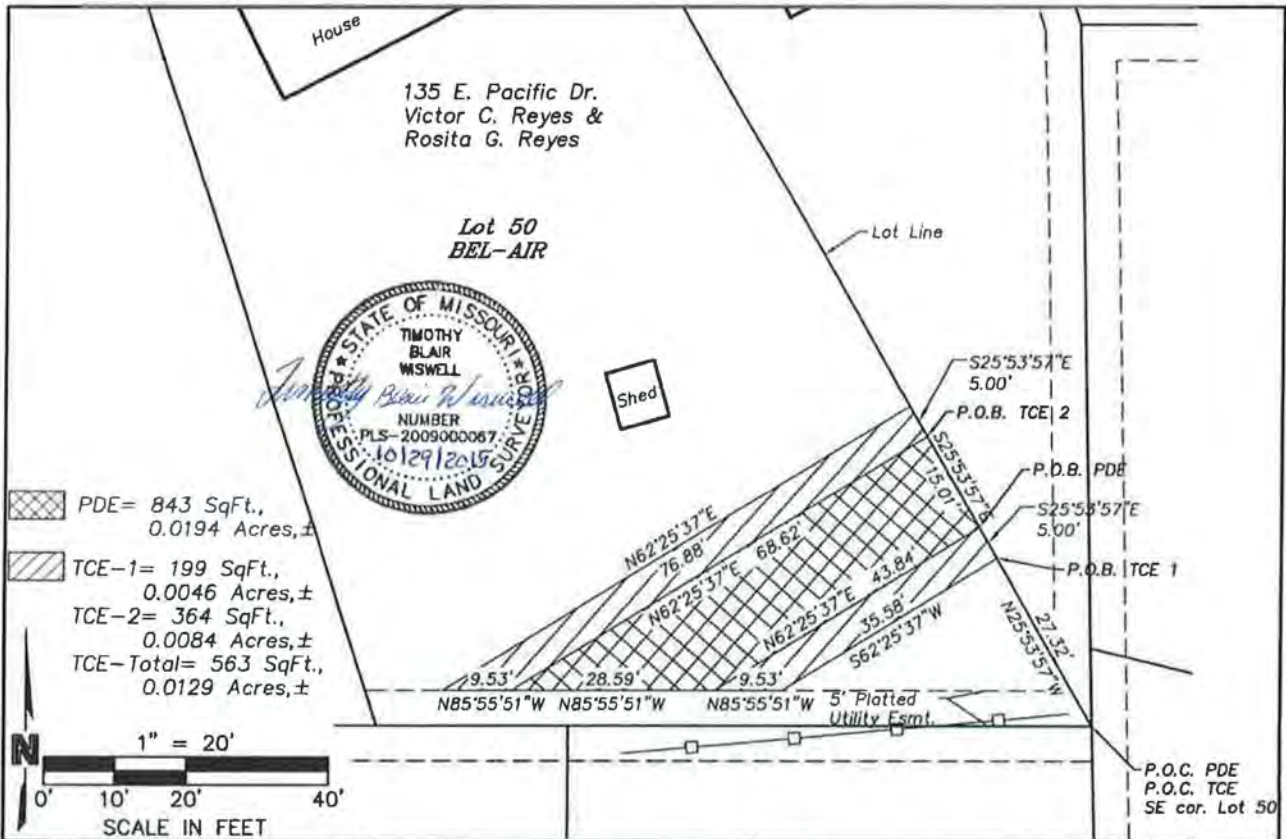
All that part of Lot 9, Block 1, Georgia Lane Addition No. 3, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

COMMENCING at the Northwest corner of Lot 9, Block 1, of said Georgia Lane Addition No. 3; thence South 04 degrees 04 minutes 09 seconds West, along the West line of said Lot 9, a distance of 5.00 feet to a point on the South line of an existing five foot platted utility easement, said point being the POINT OF BEGINNING; thence South 85 degrees 55 minutes 51 seconds East, along the South line of said platted utility easement, a distance of 4.30 feet; thence South 62 degrees 25 minutes 37 seconds West, departing the South line of said platted utility easement, a distance of 5.05 feet to the West line said Lot 9; thence North 04 degrees 04 minutes 09 seconds East, along the West line of said Lot 9, a distance 2.65 feet, to the POINT OF BEGINNING, containing 6 Square Feet or 0.0001 acres, more or less.

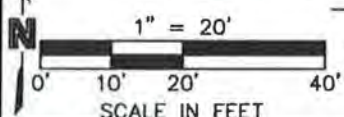


Olsson Associates  
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PDE= 843 SqFt.,  
 0.0194 Acres, ±  
 TCE-1= 199 SqFt.,  
 0.0046 Acres, ±  
 TCE-2= 364 SqFt.,  
 0.0084 Acres, ±  
 TCE-Total= 563 SqFt.,  
 0.0129 Acres, ±



PROJECT NO: 015-1205  
 DRAWN BY: MCL  
 DATE: 10/23/15

Temporary Construction Easement &  
 Permanent Drainage Easement

**MOLSSON**  
 ASSOCIATES  
 7301 West 133rd Street  
 Suite 200  
 Overland Park, KS 66213-4750  
 TEL: 913.381.1170  
 FAX: 913.381.1174

TRACT  
 3



File No. 015-1205  
Belton Buena Vista/E. Pacific Storm Improvements  
October 27, 2015

TRACT-3

Owner:  
Victor C. Reyes & Rosita G. Reyes  
135 E. Pacific Dr.  
Belton, MO 64012

Temporary Construction Easement Description-1:

All that part of Lot 50, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

COMMENCING at the Southeast corner of Lot 50, of said Bel-Air; thence North 25 degrees 53 minutes 57 seconds West, along the Northeasterly line of said Lot 50, a distance of 27.32 feet to the POINT OF BEGINNING-1; thence South 62 degrees 25 minutes 37 seconds West, departing the Northeasterly line of said Lot 50, a distance of 35.58 feet, to the North line of an existing five foot platted utility easement; thence North 85 degrees 55 minutes 51 seconds West, along the North line of said platted utility easement, a distance of 9.53 feet; thence North 62 degrees 25 minutes 37 seconds East, departing the North line of said platted utility easement, a distance of 43.84 feet, to the Northeasterly line of said Lot 50; thence South 25 degrees 53 minutes 57 seconds East, along the Northeasterly line of said Lot 50, a distance of 5.00 feet to the POINT OF BEGINNING-1, containing 199 Square Feet or 0.0046 acres, more or less.

And also,

Temporary Construction Easement Description-2:

COMMENCING at the Southeast corner of Lot 50, of said Bel-Air; thence North 25 degrees 53 minutes 57 seconds West, along the Northeasterly line of said Lot 50, a distance of 47.33 feet to the POINT OF BEGINNING-2; thence South 62 degrees 25 minutes 37 seconds West, departing the Northeasterly line of said Lot 50, a distance of 68.62 feet, to the North line of an existing five foot platted utility easement; thence North 85 degrees 55 minutes 51 seconds West, along the North line of said platted utility easement, a distance of 9.53 feet; thence North 62 degrees 25 minutes 37 seconds East, departing the North line of said platted utility easement, a distance of 76.88 feet, to the Northeasterly line of said Lot 50; thence South 25 degrees 53 minutes 57 seconds East, along the Northeasterly line of said Lot 50, a distance of 5.00 feet to the POINT OF BEGINNING-2, containing 364 Square Feet or 0.0084 acres, more or less.

The above described Temporary Construction Easements contain an aggregate total of 563 Square Feet or 0.0129 Acres, more or less.



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Overland Park, KS 66213

File No. 015-1205  
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October 27, 2015

TRACT-3

Owner:

Victor C. Reyes & Rosita G. Reyes  
135 E. Pacific Dr.  
Belton, MO 64012

Permanent Drainage Easement Description:



All that part of Lot 50, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

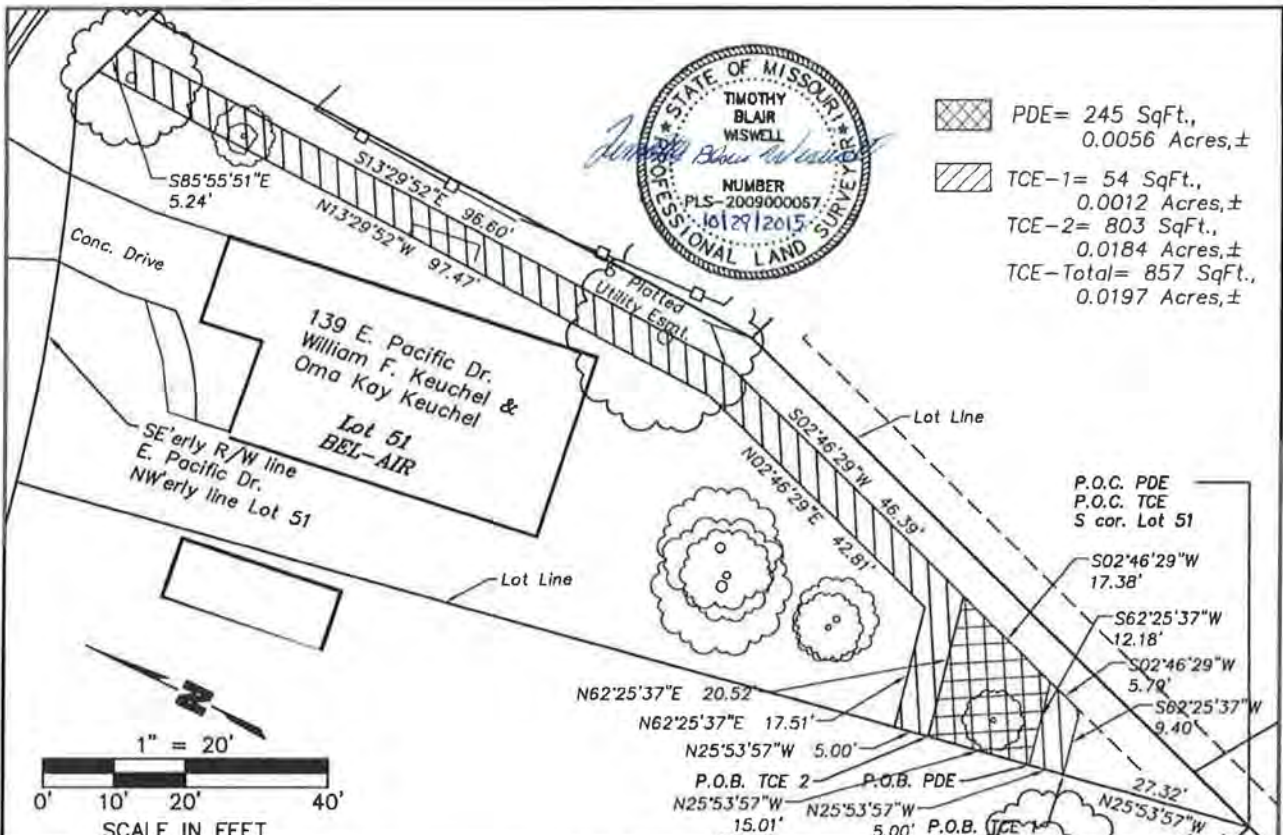
COMMENCING at the Southeast corner of Lot 50, of said Bel-Air; thence North 25 degrees 53 minutes 57 seconds West, along the Northeasterly line of said Lot 50, a distance of 32.32 feet to the POINT OF BEGINNING; thence South 62 degrees 25 minutes 37 seconds West, departing the Northeasterly line of said Lot 50, a distance of 43.84 feet, to the North line of an existing five foot platted utility easement; thence North 85 degrees 55 minutes 51 seconds West, along the North line of said platted utility easement, a distance of 28.59 feet; thence North 62 degrees 25 minutes 37 seconds East, departing the North line of said platted utility easement, a distance of 68.62 feet, to the Northeasterly line of said Lot 50; thence South 25 degrees 53 minutes 57 seconds East, along the Northeasterly line of said Lot 50, a distance of 15.01 feet to the POINT OF BEGINNING, containing 843 Square Feet or 0.0194 acres, more or less.



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(913) 381-1170



-  PDE= 245 SqFt.,  
0.0056 Acres,±
-  TCE-1= 54 SqFt.,  
0.0012 Acres,±
- TCE-2= 803 SqFt.,  
0.0184 Acres,±
- TCE-Total= 857 SqFt.,  
0.0197 Acres,±



PROJECT NO: 015-1205  
 DRAWN BY: MCL  
 DATE: 10/23/15

Temporary Construction Easement &  
 Permanent Drainage Easement

**MOLSSON**  
 ASSOCIATES

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 FAX: 913.381.1174

TRACT  
 4



File No. 015-1205  
Belton Buena Vista/E. Pacific Storm Improvements  
October 27, 2015

TRACT-4

Owner:

William F. Keuchel & Oma Kay Keuchel  
139 E. Pacific Dr.  
Belton, MO 64012

Permanent Drainage Easement Description:

All that part of Lot 51, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

COMMENCING at the South corner of Lot 51, of said Bel-Air; thence North 25 degrees 53 minutes 57 seconds West, along the West line of said Lot 51, a distance of 32.32 feet to the POINT OF BEGINNING; thence North 25 degrees 53 minutes 57 seconds West, continuing along the West line of said Lot 51, a distance of 15.01 feet; thence North 62 degrees 25 minutes 37 seconds East, departing the West line of said Lot 51, a distance of 20.52 feet, to the West line of an existing five foot platted utility easement; thence South 02 degrees 46 minutes 29 seconds West, along the West line of said platted utility easement, a distance of 17.38 feet; thence South 62 degrees 25 minutes 37 seconds West, departing the West line of said platted utility easement, a distance of 12.18 feet to the POINT OF BEGINNING, containing 245 Square Feet or 0.0056 acres, more or less.



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File No. 015-1205

Belton Buena Vista/E. Pacific Storm Improvements

October 27, 2015

TRACT-4

Owner:

William F. Keuchel & Oma Kay Keuchel

139 E. Pacific Dr.

Belton, MO 64012

Temporary Construction Easement Description-1:

All that part of Lot 51, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

COMMENCING at the South corner of Lot 51, of said Bel-Air; thence North 25 degrees 53 minutes 57 seconds West, along the West line of said Lot 51, a distance of 27.32 feet to the POINT OF BEGINNING-1; thence North 25 degrees 53 minutes 57 seconds West, continuing along the West line of said Lot 51, a distance of 5.00 feet; thence North 62 degrees 25 minutes 37 seconds East, departing the West line of said Lot 51, a distance of 12.18 feet, to the West line of an existing five foot platted utility easement; thence South 02 degrees 46 minutes 29 seconds West, along the West line of said platted utility easement, a distance of 5.79 feet; thence South 62 degrees 25 minutes 37 seconds West, departing the West line of said platted utility easement, a distance of 9.40 feet to the POINT OF BEGINNING-1, containing 54 Square Feet or 0.0012 acres, more or less.

And also,

Temporary Construction Easement Description-2:

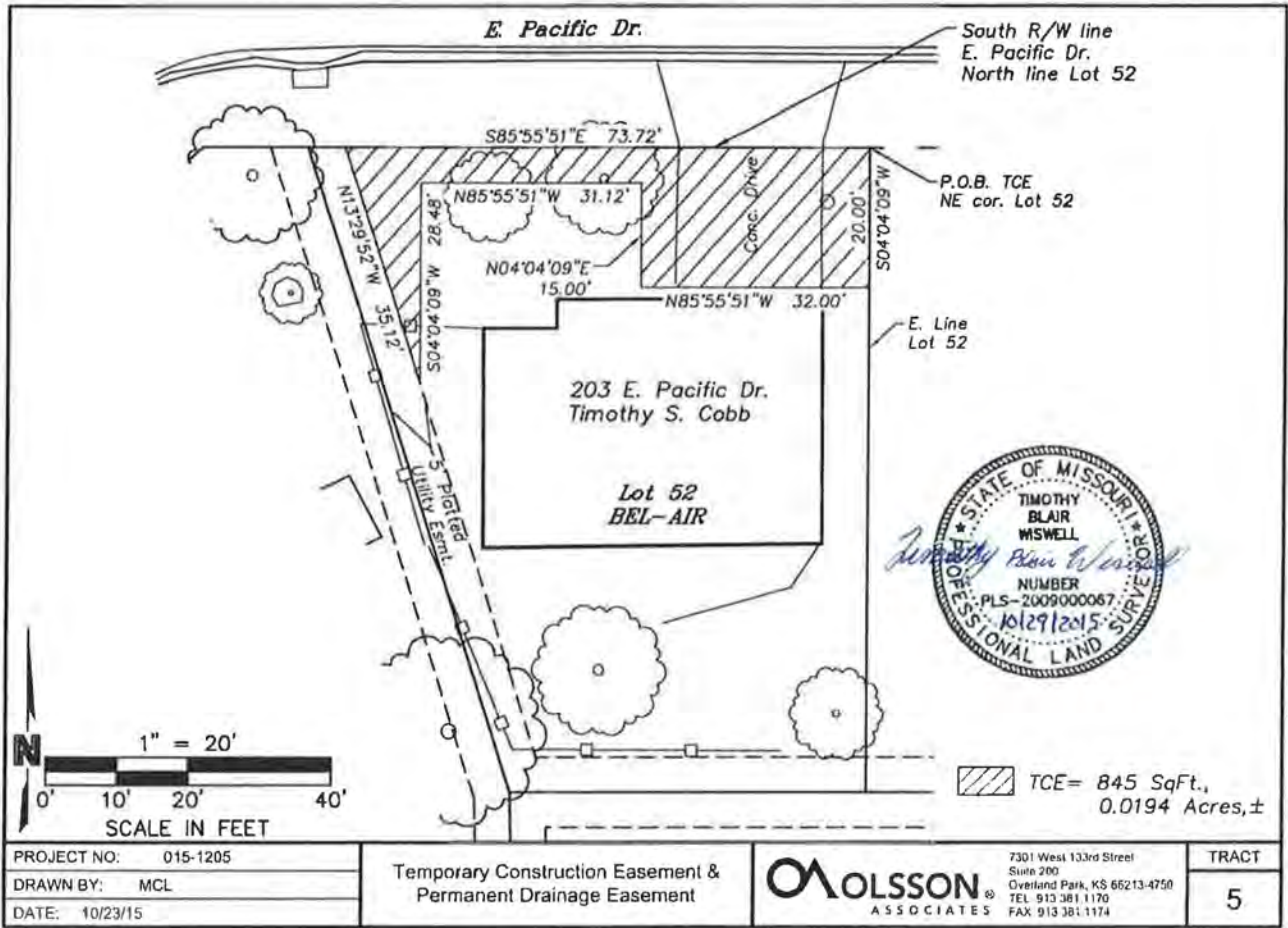
COMMENCING at the South corner of Lot 51, of said Bel-Air; thence North 25 degrees 53 minutes 57 seconds West, along the West line of said Lot 51, a distance of 47.33 feet to the POINT OF BEGINNING-2; thence North 25 degrees 53 minutes 57 seconds West, continuing along the West line of said Lot 51, a distance of 5.00 feet; thence North 62 degrees 25 minutes 37 seconds East, departing the West line of said Lot 51, a distance of 17.51 feet, thence North 02 degrees 46 minutes 29 seconds East, a distance of 42.81 feet; thence North 13 degrees 29 minutes 52 seconds West, a distance of 97.47 feet, to the Northwesterly line of said Lot 51 and the Southeasterly right-of-way line of E. Pacific Drive as it now exists; thence South 85 degrees 55 minutes 51 seconds East, along the Northwesterly line of said Lot 51 and the Southeasterly right-of-way line of said E. Pacific Drive, a distance of 5.24 feet, to the West line of a platted five foot utility easement; thence South 13 degrees 29 minutes 52 seconds East, departing the Northwesterly line of said Lot 51 and departing the Southeasterly right-of-way line of said E. Pacific Drive, and along the West line of said 5 foot easement, a distance of 96.60 feet; thence South 02 degrees 46 minutes 29 seconds West, continuing along the West line of said five foot

utility easement, a distance of 46.39 feet; thence South 62 degrees 25 minutes 37 seconds West, a distance of 20.52 feet, to the POINT OF BEGINNING-2, containing 803 Square Feet or 0.0184 acres, more or less.

The above described Temporary Construction Easements contain an aggregate total of 857 Square Feet or 0.0197 Acres, more or less.



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File No. 015-1205

Belton Buena Vista/E. Pacific Storm Improvements

October 27, 2015

TRACT-5

Owner:

Timothy S. Cobb

203 E. Pacific Dr.

Belton, MO 64012

Temporary Construction Easement Description:

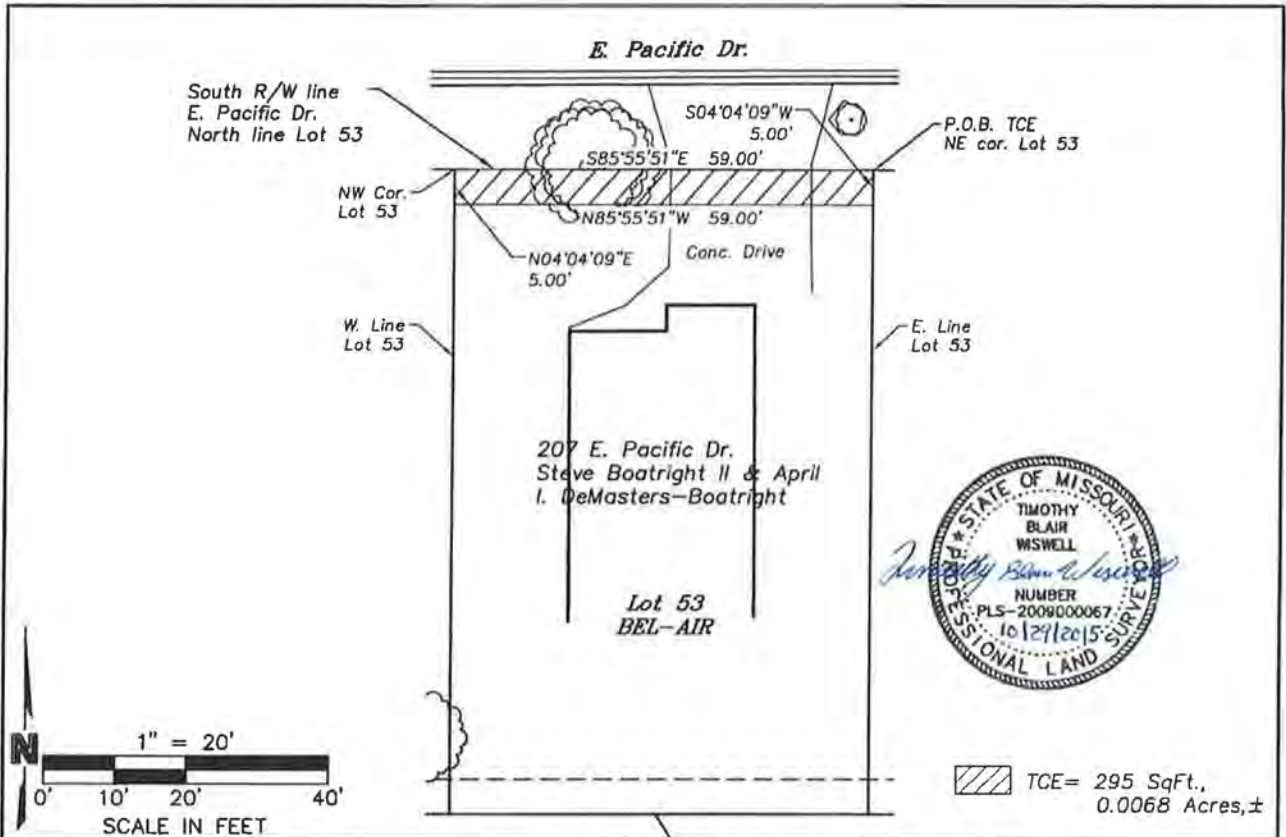
All that part of Lot 52, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 52, of said Bel-Air; thence South 04 degrees 04 minutes 09 seconds West, along the East line of said Lot 52, a distance of 20.00 feet; thence North 85 degrees 55 minutes 51 seconds West, departing the East line of said Lot 52, a distance of 32.00 feet, thence North 04 degrees 04 minutes 09 seconds East, a distance of 15.00 feet; thence North 85 degrees 55 minutes 51 seconds West, a distance of 31.12 feet; thence South 04 degrees 04 minutes 09 seconds West, a distance of 28.48 feet, to the East line of an existing five foot platted utility easement; thence North 13 degrees 29 minutes 52 seconds West, along the East line of said platted utility easement, a distance of 35.12 feet to a point on the North line of said Lot 52, said point being on the South right-of-way line of E. Pacific Drive, as it now exists; thence South 85 degrees 55 minutes 51 seconds East, along the North line of said Lot 52, and along the South right-of-way line of said E. Pacific Drive, a distance of 73.72 feet, to the POINT OF BEGINNING, containing 845 Square Feet or 0.0194 acres, more or less.



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PROJECT NO: 015-1205  
DRAWN BY: MCL  
DATE: 10/23/15

Temporary Construction Easement &  
Permanent Drainage Easement

**MOLSSON**  
ASSOCIATES

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Overland Park, KS 66213-4750  
TEL 913 381 1170  
FAX 913 381 1174

TRACT  
**6**

File No. 015-1205  
Belton Buena Vista/E. Pacific Storm Improvements  
October 27, 2015

TRACT-6

Owner:  
Steve Boatright II & April I. DeMasters-Boatright  
207 E. Pacific Dr.  
Belton, MO 64012

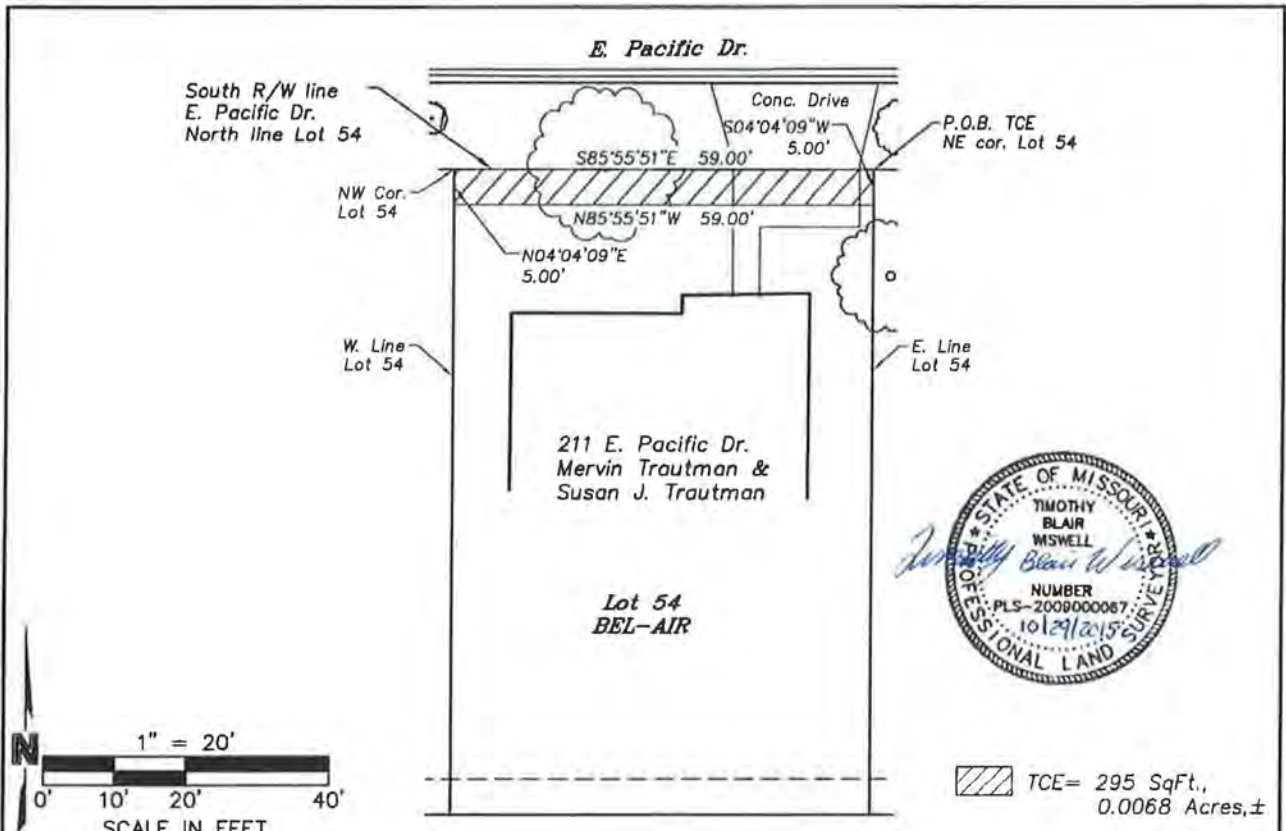
Temporary Construction Easement Description:

All that part of Lot 53, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 53, of said Bel-Air; thence South 04 degrees 04 minutes 09 seconds West, along the East line of said Lot 53, a distance of 5.00 feet; thence North 85 degrees 55 minutes 51 seconds West, departing the East line of said Lot 53, a distance of 59.00 feet, to a point on the West line of said Lot 53; thence North 04 degrees 04 minutes 09 seconds East, along the West line of said Lot 53, a distance of 5.00 feet to the Northwest corner of said Lot 53, said point being on the South right-of-way line of E. Pacific Drive, as it now exists; thence South 85 degrees 55 minutes 51 seconds East, along the North line of said Lot 53, and along the South right-of-way line of said E. Pacific Drive, a distance of 59.00 feet, to the POINT OF BEGINNING, containing 295 Square Feet or 0.0068 acres, more or less.



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PROJECT NO: 015-1205  
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 DATE: 10/23/15

Temporary Construction Easement &  
 Permanent Drainage Easement

**MOLSSON**  
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 Suite 200  
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 FAX: 913 381 1174

TRACT  
 7

File No. 015-1205  
Belton Buena Vista/E. Pacific Storm Improvements  
October 27, 2015

TRACT-7

Owner:

Mervin Trautman & Susan J. Trautman  
211 E. Pacific Dr.  
Belton, MO 64012

Temporary Construction Easement Description:

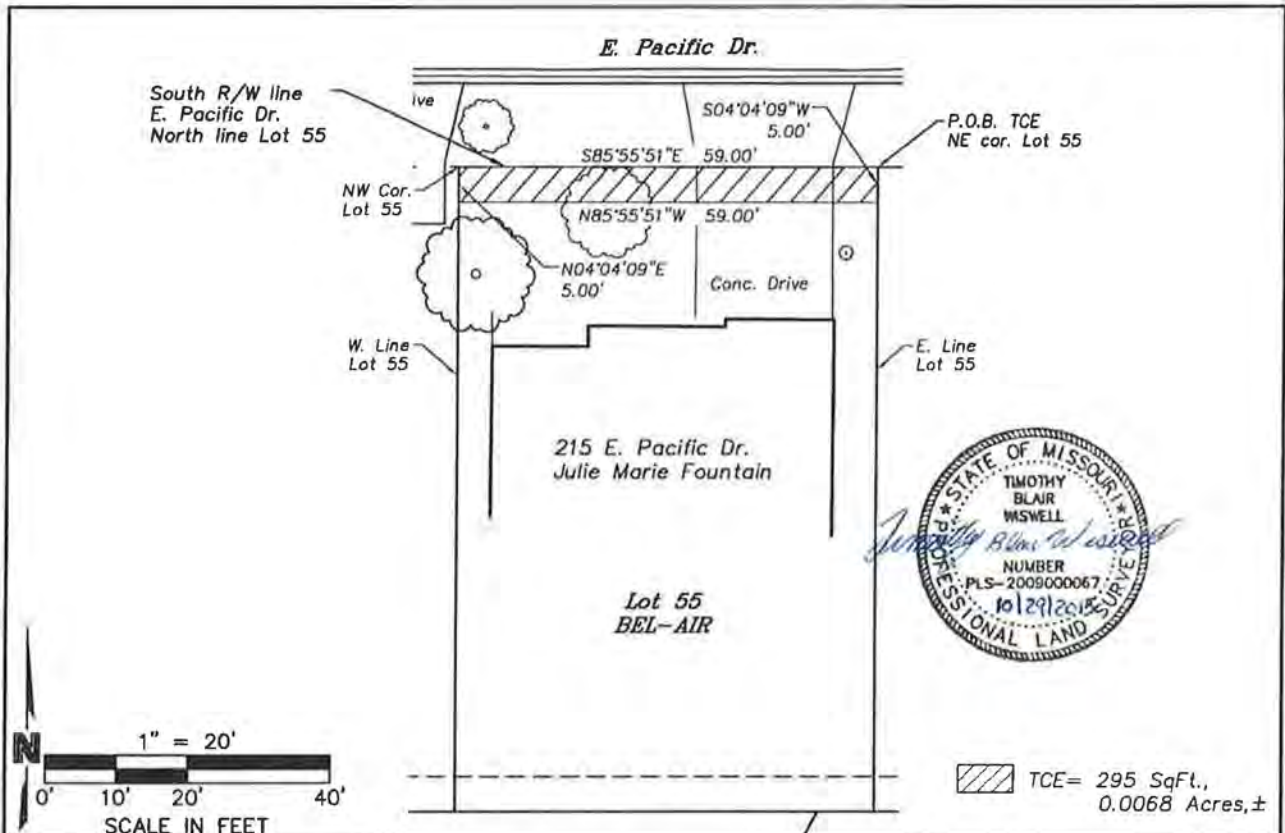
All that part of Lot 54, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 54, of said Bel-Air; thence South 04 degrees 04 minutes 09 seconds West, along the East line of said Lot 54, a distance of 5.00 feet; thence North 85 degrees 55 minutes 51 seconds West, departing the East line of said Lot 54, a distance of 59.00 feet, to a point on the West line of said Lot 54; thence North 04 degrees 04 minutes 09 seconds East, along the West line of said Lot 54, a distance of 5.00 feet to the Northwest corner of said Lot 54, said point being on the South right-of-way line of E. Pacific Drive, as it now exists; thence South 85 degrees 55 minutes 51 seconds East, along the North line of said Lot 54, and along the South right-of-way line of said E. Pacific Drive, a distance of 59.00 feet, to the POINT OF BEGINNING, containing 295 Square Feet or 0.0068 acres, more or less.



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PROJECT NO: 015-1205  
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 DATE: 10/23/15

Temporary Construction Easement &  
 Permanent Drainage Easement

**MOLSSON**  
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 Suite 200  
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 FAX 913 381 1174

TRACT  
 8

File No. 015-1205  
Belton Buena Vista/E. Pacific Storm Improvements  
October 27, 2015

TRACT-8

Owner:  
Julie Marie Fountain  
215 E. Pacific Dr.  
Belton, MO 64012

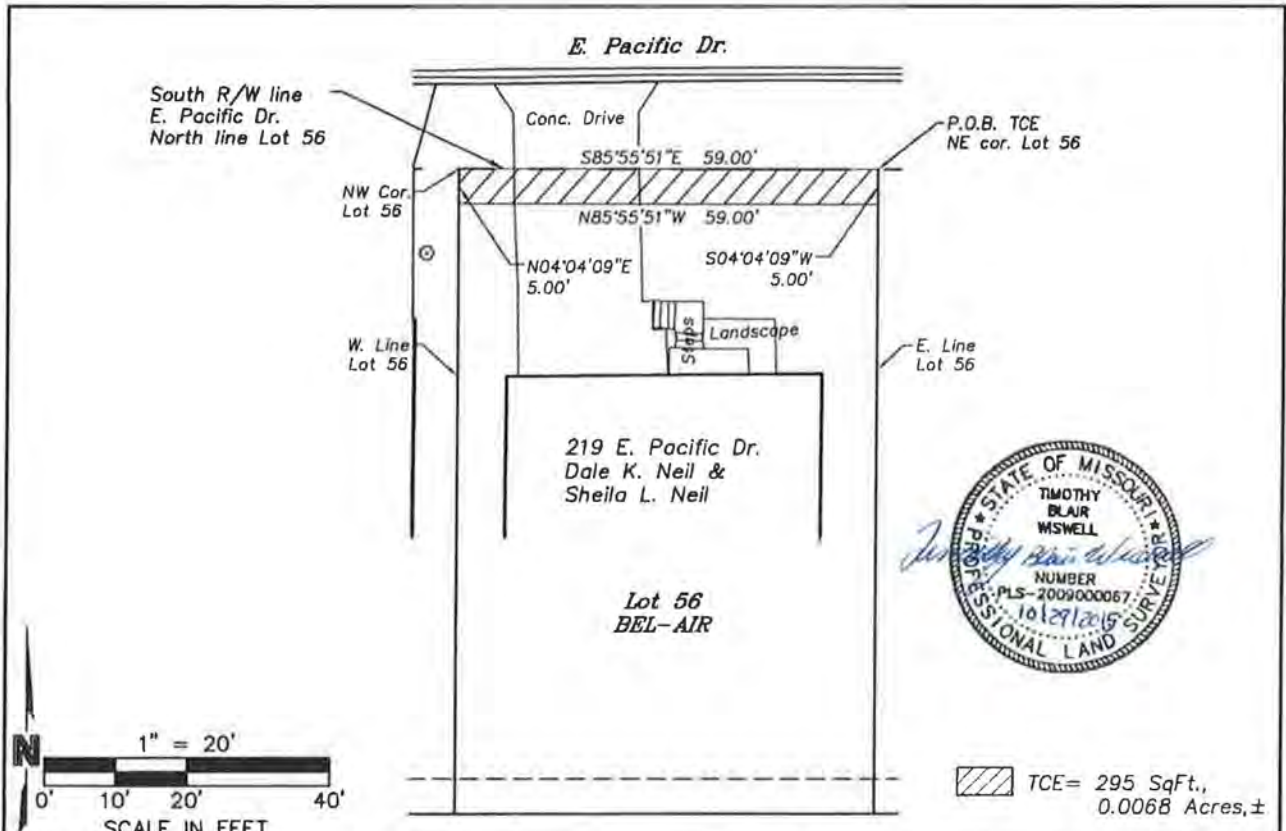
Temporary Construction Easement Description:

All that part of Lot 55, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 55, of said Bel-Air; thence South 04 degrees 04 minutes 09 seconds West, along the East line of said Lot 55, a distance of 5.00 feet; thence North 85 degrees 55 minutes 51 seconds West, departing the East line of said Lot 55, a distance of 59.00 feet, to a point on the West line of said Lot 55; thence North 04 degrees 04 minutes 09 seconds East, along the West line of said Lot 55, a distance of 5.00 feet to the Northwest corner of said Lot 55, said point being on the South right-of-way line of E. Pacific Drive, as it now exists; thence South 85 degrees 55 minutes 51 seconds East, along the North line of said Lot 55, and along the South right-of-way line of said E. Pacific Drive, a distance of 59.00 feet, to the POINT OF BEGINNING, containing 295 Square Feet or 0.0068 acres, more or less.



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PROJECT NO: 015-1205  
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 DATE: 10/23/15

Temporary Construction Easement &  
 Permanent Drainage Easement

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 Suite 200  
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 FAX 913.381.1174

TRACT  
 9

File No. 015-1205  
Belton Buena Vista/E. Pacific Storm Improvements  
October 27, 2015

TRACT-9

Owner:

Dale K. Neil & Sheila L. Neil  
219 E. Pacific Dr.  
Belton, MO 64012

Temporary Construction Easement Description:

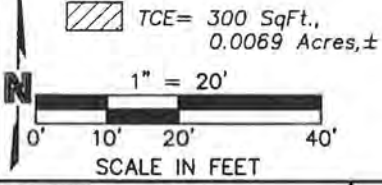
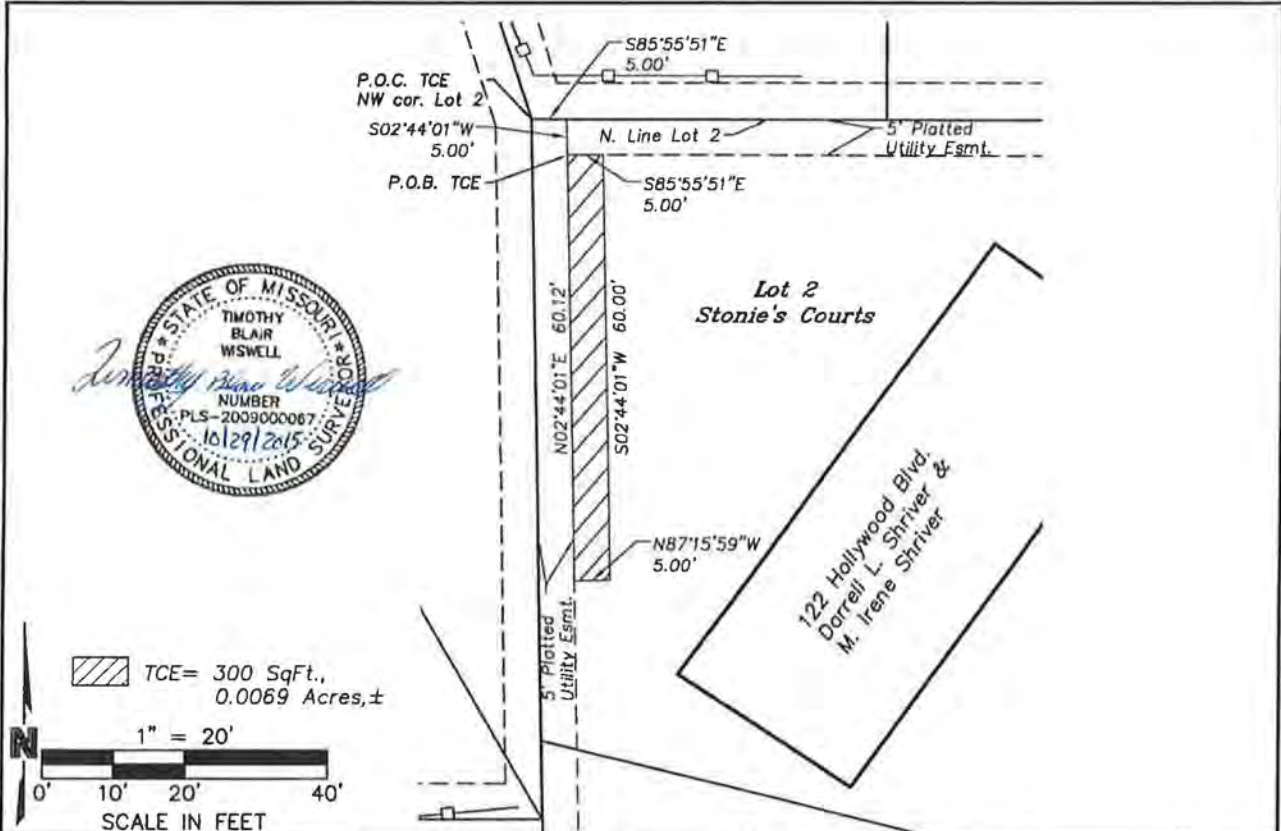
All that part of Lot 56, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 56, of said Bel-Air; thence South 04 degrees 04 minutes 09 seconds West, along the East line of said Lot 56, a distance of 5.00 feet; thence North 85 degrees 55 minutes 51 seconds West, departing the East line of said Lot 56, a distance of 59.00 feet, to a point on the West line of said Lot 56; thence North 04 degrees 04 minutes 09 seconds East, along the West line of said Lot 56, a distance of 5.00 feet to the Northwest corner of said Lot 56, said point being on the South right-of-way line of E. Pacific Drive, as it now exists; thence South 85 degrees 55 minutes 51 seconds East, along the North line of said Lot 56, and along the South right-of-way line of said E. Pacific Drive, a distance of 59.00 feet, to the POINT OF BEGINNING, containing 295 Square Feet or 0.0068 acres, more or less.



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Overland Park, KS 66213  
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TCE = 300 SqFt.,  
 0.0069 Acres, ±

PROJECT NO:	015-1205
DRAWN BY:	MCL
DATE:	10/23/15

Temporary Construction Easement &  
 Permanent Drainage Easement

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 Suite 200  
 Overland Park, KS 66213-4750  
 TEL: 913.381.1170  
 FAX: 913.381.1174

TRACT	10
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File No. 015-1205

Belton Buena Vista/E. Pacific Storm Improvements

October 27, 2015

TRACT-10

Owner:

Darrell L. Shriver & M. Irene Shriver

122 Hollywood Blvd.

Belton, MO 64012

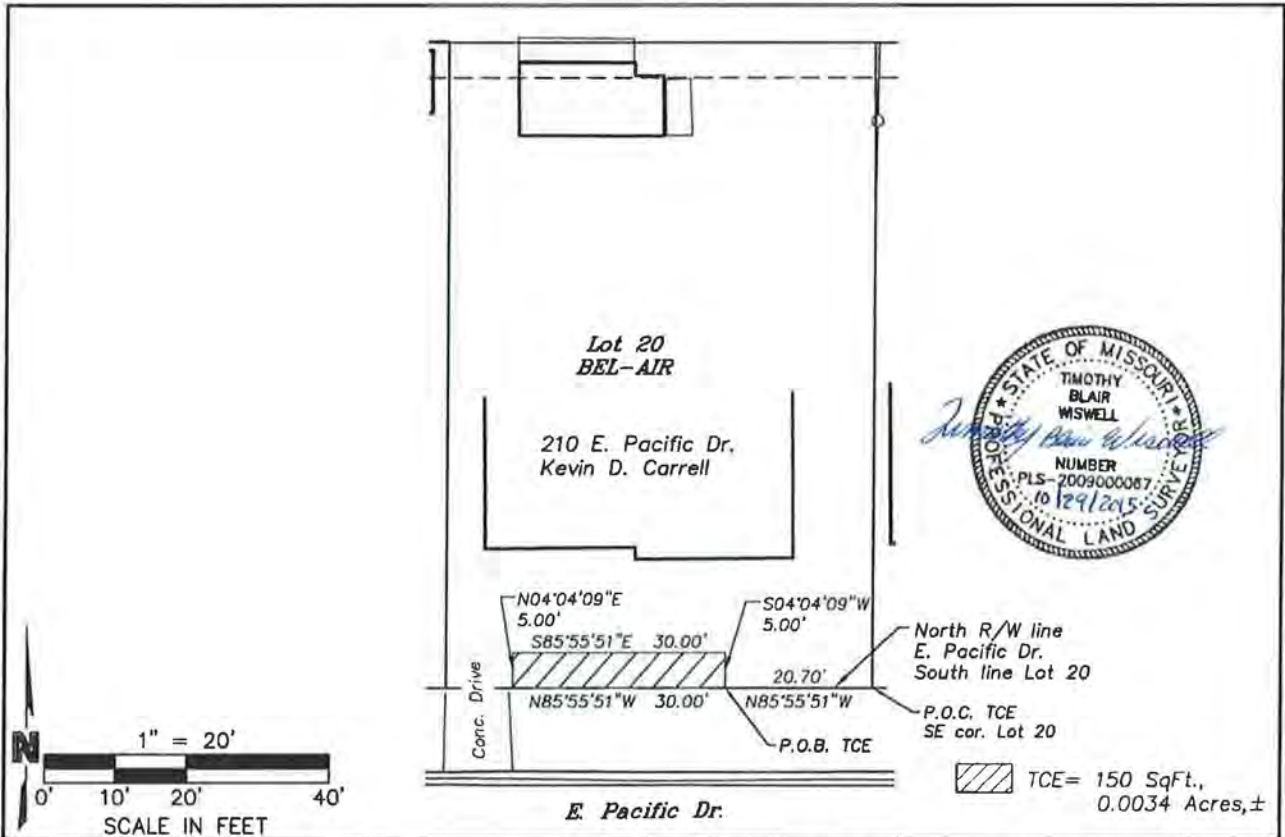
Temporary Construction Easement Description:

All that part of Lot 2, Stonie's Courts, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

COMMENCING at the Northwest corner of Lot 2, of said Stonie's Courts; thence South 85 degrees 55 minutes 51 seconds East, along the North line of said Lot 2, a distance of 5.00 feet, to a point on the Northern prolongation of the East line of an existing five foot platted utility easement; thence South 02 degrees 44 minutes 01 seconds West, along the North prolongation of the East line of said platted utility easement, a distance of 5.00 feet, to a point on the South line of an existing five foot platted utility easement, said point being the POINT OF BEGINNING; thence South 85 degrees 55 minutes 51 seconds East, along the South line of said platted utility easement, a distance of 5.00 feet; thence South 02 degrees 44 minutes 01 seconds West, departing the South line of said utility easement, a distance 60.00 feet; thence North 87 degrees 15 minutes 59 seconds West, a distance of 5.00 feet, to the East line of said platted utility easement; thence North 02 degrees 44 minutes 01 seconds East, a distance of 60.12 feet to the POINT OF BEGINNING, containing 300 Square Feet or 0.0069 acres, more or less.



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PROJECT NO: 015-1205  
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Temporary Construction Easement &  
Permanent Drainage Easement

**MOLSSON**  
ASSOCIATES

7301 West 133rd Street  
Suite 200  
Overland Park, KS 66213-4750  
TEL: 913.381.1170  
FAX: 913.381.1174

TRACT  
11

File No. 015-1205

Belton Buena Vista/E. Pacific Storm Improvements

October 27, 2015

TRACT-11

Owner:

Kevin D. Carrell

210 E. Pacific Dr.

Belton, MO 64012

Temporary Construction Easement Description:

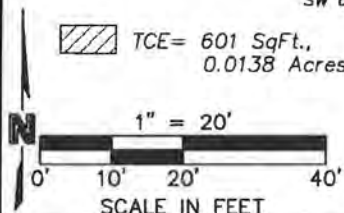
All that part of Lot 20, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

COMMENCING at the Southeast corner of Lot 20, of said Bel-Air; thence North 85 degrees 55 minutes 51 seconds West, along the South line of said Lot 20, and along the North right-of-way line of E. Pacific Drive, as it now exists, a distance of 20.70 feet, to the POINT OF BEGINNING; thence North 85 degrees 55 minutes 51 seconds West, continuing along the South line of said Lot 20, and along the North right-of-way line of E. Pacific Drive, a distance of 30.00 feet; thence North 04 degrees 04 minutes 09 seconds East, departing the South line of said Lot 20, and departing the North right-of-way line of said E. Pacific Drive, a distance of 5.00 feet; thence South 85 degrees 55 minutes 51 seconds East, a distance of 30.00 feet; thence South 04 degrees 04 minutes 09 seconds West, a distance of 5.00 feet to the POINT OF BEGINNING, containing 150 Square Feet or 0.0034 acres, more or less.



Olsson Associates  
7301 West 133<sup>rd</sup> Street  
Suite 200  
Overland Park, KS 66213  
(913) 381-1170

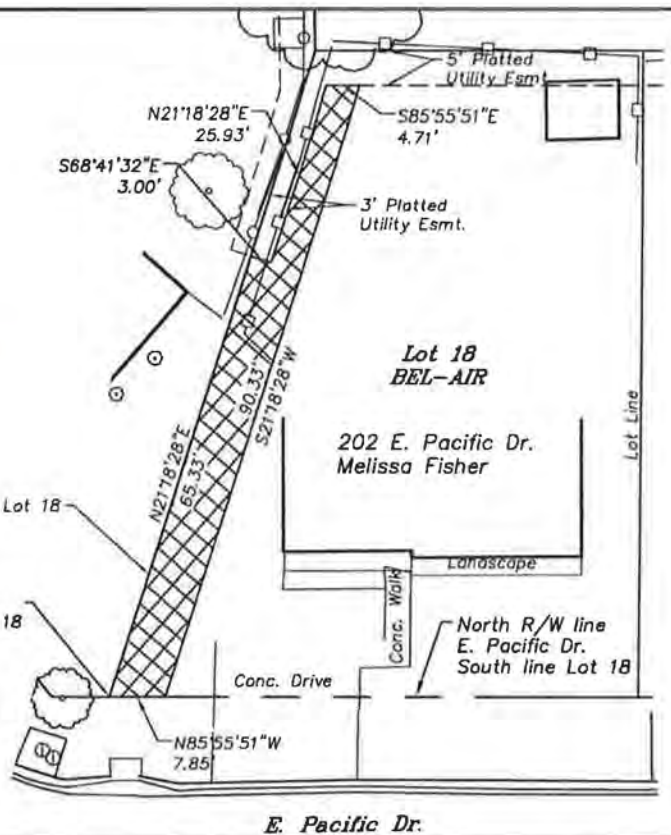




TCE = 601 SqFt.,  
 0.0138 Acres, ±

W. line Lot 18

P.O.B. PDE  
SW cor. Lot 18



*E. Pacific Dr.*

PROJECT NO: 015-1205	Temporary Construction Easement & Permanent Drainage Easement	7301 West 133rd Street Suite 200 Overland Park, KS 66213-4750 TEL 913 381 1170 FAX 913 381 1174	TRACT
DRAWN BY: MCL			12
DATE: 10/23/15			

File No. 015-1205  
Belton Buena Vista/E. Pacific Storm Improvements  
October 27, 2015

TRACT-12

Owner:  
Melissa Fisher  
202 E. Pacific Dr.  
Belton, MO 64012

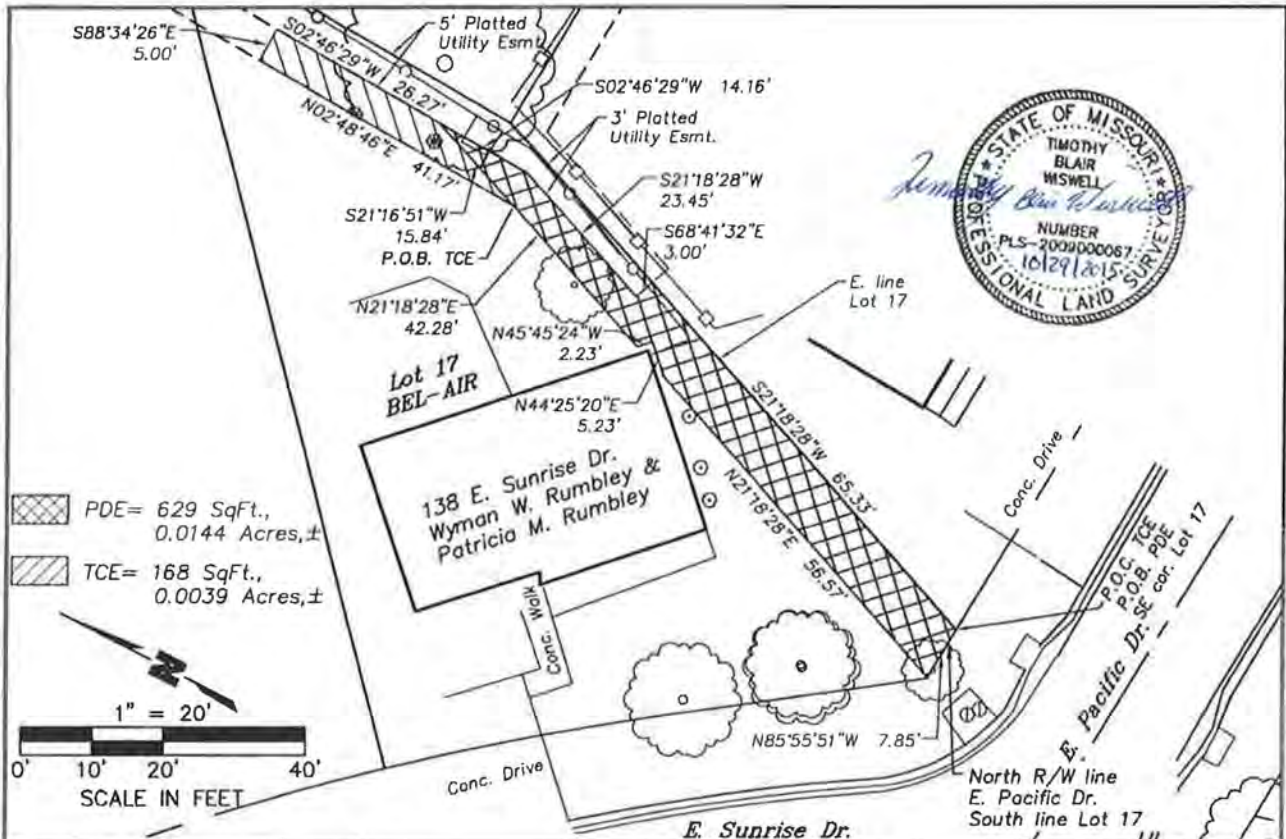
Temporary Construction Easement Description:



All that part of Lot 18, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

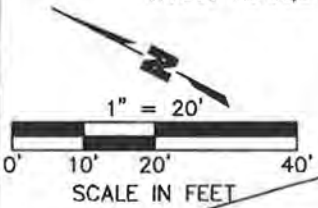
BEGINNING at the Southwest corner of Lot 18, of said Bel-Air; thence North 21 degrees 18 minutes 28 seconds East, along the West line of said Lot 18, a distance of 65.33 feet to the South line of an existing three foot platted utility easement; thence South 68 degrees 41 minutes 32 seconds East, along the South line of said platted utility easement, a distance of 3.00 feet to the East line of said existing platted utility easement; thence North 21 degrees 18 minutes 28 seconds East, along the East line of said platted utility easement, a distance of 25.93 feet to the South line of an existing five foot platted utility easement; thence South 85 degrees 55 minutes 51 seconds East, along the South line of said five foot platted utility easement, a distance of 4.71 feet; thence South 21 degrees 18 minutes 28 seconds West, departing the South line of said platted utility easement, a distance of 90.33 feet to the South line of said Lot 18, said point also being on the North right-of-way line of E. Pacific Drive, as it now exists; thence North 85 degrees 55 minutes 51 seconds West, along the South line of said Lot 18, and along the North right-of-way line of E. Pacific Drive, a distance of 7.85 feet to the POINT OF BEGINNING, containing 601 Square Feet or 0.0138 acres, more or less.




Olsson Associates  
7301 West 133<sup>rd</sup> Street  
Suite 200  
Overland Park, KS 66213  
(913) 381-1170



 PDE= 629 SqFt.,  
0.0144 Acres, ±  
 TCE= 168 SqFt.,  
0.0039 Acres, ±



PROJECT NO: 015-1205	Temporary Construction Easement & Permanent Drainage Easement	 7301 West 133rd Street Suite 200 Overland Park, KS 66213-4750 TEL 913.381.1170 FAX 913.381.1174	TRACT
DRAWN BY: MCL			13
DATE: 10/23/15			



File No. 015-1205  
Belton Buena Vista/E. Pacific Storm Improvements  
October 27, 2015

TRACT-13

Owner:

Wyman W. Rumbley & Patricia M. Rumbley  
138 E. Sunrise Dr.  
Belton, MO 64012

Permanent Drainage Easement Description:

All that part of Lot 17, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

BEGINNING at the Southeast corner of Lot 17, of said Bel-Air; thence North 85 degrees 55 minutes 51 seconds West, along the South line of said Lot 17, and along the North right-of-way line of E. Pacific Drive, as it now exists, a distance of 7.85 feet; thence North 21 degrees 18 minutes 28 seconds East, departing the South line of said Lot 17 and departing the North right-of-way line of E. Pacific Drive, a distance of 56.57 feet; thence North 44 degrees 25 minutes 20 seconds East, a distance of 5.23 feet; thence North 45 degrees 45 minutes 24 seconds West, a distance of 2.23 feet; thence North 21 degrees 18 minutes 28 seconds East, a distance of 42.28 feet; thence North 21 degrees 16 minutes 51 seconds East, a distance of 15.84 feet, to the West line of an existing five foot platted utility easement; thence South 02 degrees 46 minutes 29 seconds West, along the West line of said platted utility easement, a distance of 14.16 feet, to a point on the West line of an existing three foot platted utility easement; thence South 21 degrees 18 minutes 28 seconds West, continuing along the West line of said platted utility easement, a distance of 23.45 feet to the South line of said existing three foot platted utility easement; thence South 68 degrees 41 minutes 32 seconds East, along the South line of said three foot platted utility easement, a distance of 3.00 feet to the East line of said Lot 17; thence South 21 degrees 18 minutes 28 seconds West, departing the South line of said platted utility easement, and along the East line of said Lot 17, a distance of 65.33 feet to the POINT OF BEGINNING, containing 629 Square Feet or 0.0144 acres, more or less.



Olsson Associates  
7301 West 133<sup>rd</sup> Street  
Suite 200  
Overland Park, KS 66213  
(913) 381-1170



File No. 015-1205

Belton Buena Vista/E. Pacific Storm Improvements

October 27, 2015

TRACT-13

Owner:

Wyman W. Rumbley & Patricia M. Rumbley

138 E. Sunrise Dr.

Belton, MO 64012

Temporary Construction Easement Description:

All that part of Lot 17, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

COMMENCING at the Southeast corner of Lot 17, of said Bel-Air; thence North 85 degrees 55 minutes 51 seconds West, along the South line of said Lot 17, and along the North right-of-way line of E. Pacific Drive, as it now exists, a distance of 7.85 feet; thence North 21 degrees 18 minutes 28 seconds East, departing the South line of said Lot 17 and departing the North right-of-way line of E. Pacific Drive, a distance of 56.57 feet; thence North 44 degrees 25 minutes 20 seconds East, a distance of 5.23 feet; thence North 45 degrees 45 minutes 24 seconds West, a distance of 2.23 feet; thence North 21 degrees 18 minutes 28 seconds East, a distance of 42.28 feet; to the POINT OF BEGINNING; thence North 02 degrees 48 minutes 46 seconds East, a distance of 41.17 feet; thence South 88 degrees 34 minutes 26 seconds East, a distance of 5.00 feet, to the West line of an existing five foot platted utility easement; thence South 02 degrees 46 minutes 29 seconds West, along the West line of said platted utility easement, a distance of 26.27 feet; thence South 21 degrees 16 minutes 51 seconds West, departing the West line of said platted utility easement, a distance of 15.84 feet to the POINT OF BEGINNING, containing 168 Square Feet or 0.0039 acres, more or less.



Olsson Associates  
7301 West 133<sup>rd</sup> Street  
Suite 200  
Overland Park, KS 66213  
(913) 381-1170





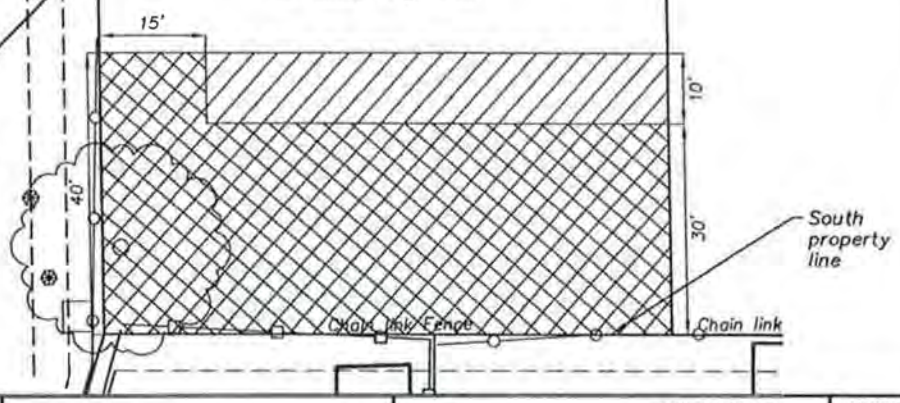
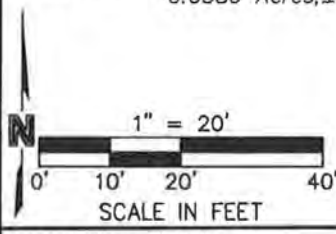
120 E. South Ave.  
Isaac P. Ortiz  
Bk. 3336, Pg. 489

West property line

East property line

South property line

-  TCE= 651 SqFt., 0.0149 Acres, ±
-  PDE= 2,551 SqFt., 0.0586 Acres, ±



PROJECT NO:	015-1205		
DRAWN BY:	MCL		
DATE:	10/23/15	REVISED:	10/29/15

Temporary Construction Easement & Permanent Drainage Easement

**MOLSSON** ASSOCIATES  
7301 West 133rd Street  
Suite 200  
Overland Park, KS 66213-4750  
TEL: 913.381.1170  
FAX: 913.381.1174

TRACT
14

File No. 015-1205  
Belton Buena Vista/E. Pacific Storm Improvements  
October 27, 2015  
Revised October 29, 2015

TRACT-14

Owner:  
Isaac P. Ortiz  
120 E. South Ave.  
Belton, MO 64012

Permanent Drainage Easement Description:

A tract of land located in the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 14, Township 46 North, Range 33 West, Belton, Cass County, Missouri.

The North 10 feet of the South 40 feet of the West 15 feet, AND ALSO, the South 30 feet of the property described in File Number 452979, Book 3336, Page 489 recorded in the Cass County Missouri Recorder of Deeds office.

Containing 2,551 Square Feet or 0.0586 Acres, more or less.



Olsson Associates  
7301 West 133<sup>rd</sup> Street  
Suite 200  
Overland Park, KS 66213  
(913) 381-1170

File No. 015-1205  
Belton Buena Vista/E. Pacific Storm Improvements  
October 27, 2015  
Revised October 29, 2015

TRACT-14

Owner:  
Isaac P. Ortiz  
120 E. South Ave.  
Belton, MO 64012

Temporary Construction Easement Description:

A tract of land located in the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 14, Township 46 North, Range 33 West, Belton, Cass County, Missouri.

The North 10 feet of the South 40 feet, less the West 15 feet thereof, of the property described in File Number 452979, Book 3336, Page 489 recorded in the Cass County Missouri Recorder of Deeds office.

Containing 651 Square Feet or 0.0149 acres, more or less



Olsson Associates  
7301 West 133<sup>rd</sup> Street  
Suite 200  
Overland Park, KS 66213  
(913) 381-1170





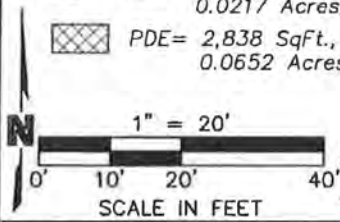


200 E. South Ave.  
Lane-Braga Legacy Trust.  
Sandra E. Braga, Trustee  
Bk. 3678, Pg. 253

West  
property  
line

East  
property  
line

 TCE= 946 SqFt.,  
0.0217 Acres, ±  
 PDE= 2,838 SqFt.,  
0.0652 Acres, ±




Wire Fence

10'

30'

South  
property  
line

Chain link fence

PROJECT NO: 015-1205	Temporary Construction Easement & Permanent Drainage Easement		7301 West 133rd Street Suite 200 Overland Park, KS 66213-4750 TEL 913 381 1170 FAX 913 381 1174	TRACT
DRAWN BY: MCL			15	
DATE: 10/23/15    REVISED: 10/29/15				

File No. 015-1205  
Belton Buena Vista/E. Pacific Storm Improvements  
October 27, 2015  
Revised October 29, 2015

TRACT-15

Owner:  
Lane-Braga Legacy Trust, Sandra E. Braga, Trustee  
202 E. South Ave.  
Belton, MO 64012

Permanent Drainage Easement Description:

A tract of land located in the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 14, Township 46 North, Range 33 West, Belton, Cass County, Missouri.

The South 30 feet of the property described in Document File Number 520558, Book 3678, Page 253, recorded in the Cass County Missouri Recorder of Deeds office.

Containing 2,838 Square Feet or 0.0652 acres, more or less.



Olsson Associates  
7301 West 133<sup>rd</sup> Street  
Suite 200  
Overland Park, KS 66213  
(913) 381-1170

File No. 015-1205  
Belton Buena Vista/E. Pacific Storm Improvements  
October 27, 2015  
Revised October 29, 2015

TRACT-15

Owner:

Lane-Braga Legacy Trust, Sandra E. Braga, Trustee  
202 E. South Ave.  
Belton, MO 64012

Temporary Construction Easement Description:

A tract of land located in the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 14, Township 46 North, Range 33 West, Belton, Cass County, Missouri.

The North 10 feet of the South 40 feet of the property described in File Number 520558, Book 3678, Page 253 recorded in the Cass County Missouri Recorder of Deeds office.

Containing 946 Square Feet or 0.0217 acres, more or less.





Olsson Associates  
7301 West 133<sup>rd</sup> Street  
Suite 200  
Overland Park, KS 66213  
(913) 381-1170

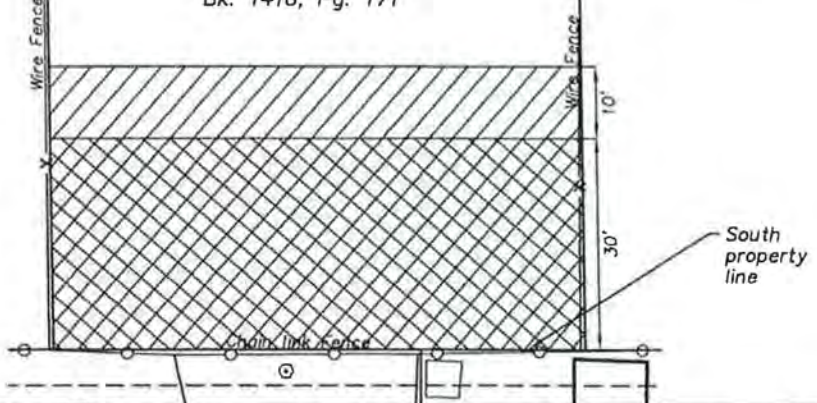
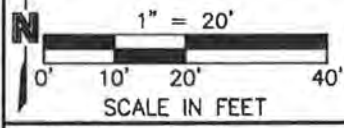


West property line

East property line

202 E. South Ave.  
Patricia M. Goodrich  
Bk. 1416, Pg. 171

 TCE = 750 SqFt.,  
0.0172 Acres, ±  
 PDE = 2,250 SqFt.,  
0.0517 Acres, ±



PROJECT NO:	015-1205
DRAWN BY:	MCL
DATE:	10/23/15
REVISED:	10/29/15

Temporary Construction Easement &  
Permanent Drainage Easement


 7301 West 133rd Street  
 Suite 200  
 Overland Park, KS 66213-4750  
 TEL 913.381.1170  
 FAX 913.381.1174

TRACT	16
-------	----



File No. 015-1205  
Belton Buena Vista/E. Pacific Storm Improvements  
October 27, 2015  
Revised October 29, 2015

TRACT-16

Owner:  
Patricia M. Goodrich  
202 E. South Ave.  
Belton, MO 64012

Permanent Drainage Easement Description:

A tract of land located in the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 14, Township 46 North, Range 33 West, Belton, Cass County, Missouri.

The South 30 feet of the property described in Document Number 69055, Book 1416, Page 171 recorded in the Cass County Missouri Recorder of Deeds office.

Containing 2,250 Square Feet or 0.0517 acres, more or less.



Olsson Associates  
7301 West 133<sup>rd</sup> Street  
Suite 200  
Overland Park, KS 66213  
(913) 381-1170

File No. 015-1205  
Belton Buena Vista/E. Pacific Storm Improvements  
October 27, 2015  
Revised October 29, 2015

TRACT-16

Owner:  
Patricia M. Goodrich  
202 E. South Ave.  
Belton, MO 64012

Temporary Construction Easement Description:

A tract of land located in the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 14, Township 46 North, Range 33 West, Belton, Cass County, Missouri.

The North 10 feet of the South 40 feet of the property described in Document Number 69055, Book 1416, Page 171 recorded in the Cass County Missouri Recorder of Deeds office.

Containing 750 Square Feet or 0.0172 acres, more or less.



Olsson Associates  
7301 West 133<sup>rd</sup> Street  
Suite 200  
Overland Park, KS 66213  
(913) 381-1170





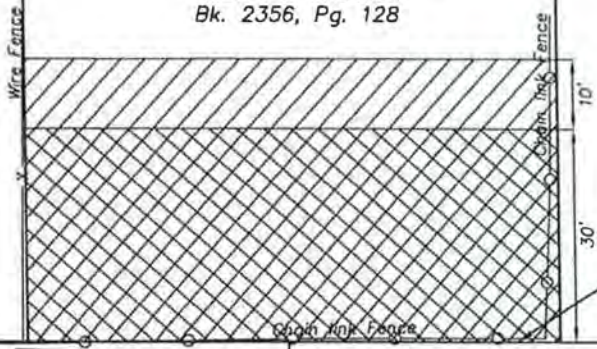
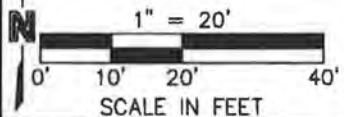
204 E. South Ave.  
 Sophia Y. Sherman &  
 Robert J. Sherman  
 Bk. 2356, Pg. 128

West property line

East property line

South property line

 TCE= 750 SqFt.,  
 0.0172 Acres, ±  
 PDE= 2,249 SqFt.,  
 0.0516 Acres, ±



PROJECT NO: 015-1205  
 DRAWN BY: MCL  
 DATE: 10/23/15 REVISED: 10/29/15

Temporary Construction Easement &  
 Permanent Drainage Easement



7301 West 133rd Street  
 Suite 200  
 Overland Park, KS 66213-4750  
 TEL 913.381.1170  
 FAX 913.381.1174

TRACT  
 17

File No. 015-1205  
Belton Buena Vista/E. Pacific Storm Improvements  
October 27, 2015  
Revised October 29, 2015

TRACT-17

Owner:  
Sophia Y. Sherman & Robert J. Sherman  
204 E. South Ave.  
Belton, MO 64012

Temporary Construction Easement Description:

A tract of land located in the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 14, Township 46 North, Range 33 West, Belton, Cass County, Missouri.

The North 10 feet of the South 40 feet of the property described in Document Number 278905, Book 2356, Page 128 recorded in the Cass County Missouri Recorder of Deeds office.

Containing 750 Square Feet or 0.0172 acres, more or less.



Olsson Associates  
7301 West 133<sup>rd</sup> Street  
Suite 200  
Overland Park, KS 66213  
(913) 381-1170



File No. 015-1205  
Belton Buena Vista/E. Pacific Storm Improvements  
October 27, 2015  
Revised October 29, 2015

TRACT-17

Owner:  
Sophia Y. Sherman & Robert J. Sherman  
204 E. South Ave.  
Belton, MO 64012

Permanent Drainage Easement Description:

A tract of land located in the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 14, Township 46 North, Range 33 West, Belton, Cass County, Missouri.

The South 30 feet of the property described in Document Number 278905, Book 2356, Page 128 recorded in the Cass County Missouri Recorder of Deeds office.

Containing 2,249 Square Feet or 0.0516 acres, more or less.



Olsson Associates  
7301 West 133<sup>rd</sup> Street  
Suite 200  
Overland Park, KS 66213  
(913) 381-1170

**SECTION VII**  
**R**

**BILL NO. 2016-33**

**ORDINANCE NO. 2016-**

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW A ONE (1) SIDED DIGITAL BILLBOARD SIGN, LOCATED IN A C-2 (GENERAL COMMERCIAL) DISTRICT, ALONG THE EAST SIDE OF I-49, JUST SOUTH OF 162<sup>ND</sup> STREET, ADDRESSED AS 16241 E. OUTER ROAD, BELTON, MISSOURI.

---

**WHEREAS**, the Belton Planning Commission has received a request for Special Use Permit to allow a one-sided digital billboard sign on a property located at 16241 E. Outer Road in the City of Belton, Missouri, and

**WHEREAS**, a public hearing was held before the Belton Planning Commission on March 7, 2016 in accordance with the provisions of Section 40-2 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 January 15, 2016; and

**WHEREAS**, the Belton Planning Commission voted by a majority (8-1) of those present to recommend APPROVAL of the Special Use Permit to the City Council with condition(s).

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

Section 1. That the proposed one (1) sided digital billboard sign on property zoned C-2 (General Commercial), and located as 16241 E. Outer Road, in the City of Belton, Missouri, is hereby approved for a Special Use Permit in accordance with Section 40 of the Unified Development Code.

Section 2. That a public hearing was held before the Belton Planning Commission on March 7, 2016 in accordance with the provisions of Section 40-3 of the Unified Development Code of the City, and the request received a recommendation of approval from the Commission.

Section 3. That the following condition(s) shall apply to the business as a matter of record for this Special Use Permit:

1. The digital intensity of the sign shall not exceed 1,200 NITS between dusk and dawn;
2. The digital intensity shall be certified annually by a third party inspector; as long as digital sign is installed and permitted at this location; and
3. Shall be subject to Section 40-2(g), a Transferability Provision.

Section 4. That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

Section 5. That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

PUBLIC HEARING AT PLANNING AND ZONING: March 7, 2016

READ FOR THE FIRST TIME: March 22, 2016

READ FOR THE SECOND TIME AND PASSED:

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

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

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

ATTEST:

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

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

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



AYES:

COUNCILMEN:

NOES:

COUNCILMEN:

ABSENT:

COUNCILMEN:

---

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



CITY OF BELTON
CITY COUNCIL INFORMATION FORM
TUESDAY, MARCH 22, 2016 / 7:00 P.M.

DATE: March 22, 2016
ASSIGNED STAFF: Robert G. Cooper, City Planner
DEPARTMENT: Community Planning & Development

Table with 4 columns: X Ordinance, Resolution, Consent Item, Change Order; Agreement, Discussion, FYI / Update, Public Hearing

ISSUE

Waitt Outdoor, has requested a Special Use Permit, to allow a one (1) sided digital billboard sign, to be located in a C-2 (General Commercial) district. Located on the east side of Interstate 49, just south of 162nd Street. The physical street address is 16241 E. Outer Road.

NATURE OF THE REQUEST

The applicant is asking the Planning Commission to allow the conversion of one (1) side of an existing billboard sign from vinyl to digital.

Only the north facing side will be converted to digital technology. The existing billboard structure is 35-feet in height, with a proposed 14-foot by 48-foot / 672-square foot digital sign face.

CODE CITATION

Pursuant to Section 30-9 of the Unified Development Code, 'digital signs are permitted subject to review by Special Use Permit.

- 1. Electronic message center signs are not allowed as part of a temporary sign;
2. Any portion of the message or image must have a minimum duration on screen of eight (8) seconds. An exception to this requirement is made for a sign that displays time and temperature;
3. The change from one message to the next shall not take more than one (1) second and shall not involve flashing or movement of text or image;
4. In case of malfunction, the sign shall be defaulted to a blank screen;
5. Prior to the issuance of a sign permit, the applicant shall provide written certification from the sign manufacturer that the light intensity has been factory pre-set not to exceed 7,000 NITS during daylight hours and 2,500 NITS between dusk and dawn and that the intensity level is protected from end-user manipulation.; and

6. The sign shall not display light of such intensity or brilliance to cause glare or otherwise impair the vision of the driver, or result in a nuisance to the driver.

## **BACKGROUND**

Waitt Outdoor, LLC, headquartered in Omaha Nebraska, has over 1,500 displays in the Midwest. They have locations in southern Minnesota along key interstate corridors, Iowa, eastern Nebraska, Missouri and the Greater Kansas City area.

Waitt Outdoor currently has three (3) sign locations in Belton. All located along Interstate 49 and Cambridge (179<sup>th</sup> Street) and the Outer Road.

**SPECIAL USE PROVISION** – *Some uses of land are not appropriate in all locations within a district or under circumstances where the use imposes an inappropriate impact on the public or neighboring properties and are therefore designated as "special uses". These uses may be approved at a particular location through the receipt of a special use permit where the impact of those users does not inappropriately affect or impair the use and enjoyment of neighboring properties.*

## **STAFF REPORT**

### **Welfare and Convenience of the Public**

The existing billboard sign currently sits on private property, adjacent to Interstate 49 right-of-way. The face of the digital billboard sign will be on the north facing side only and will benefit those motorists heading south. It could potentially benefit the local businesses that are located within the Markey Parkway/163<sup>rd</sup> Street commercial corridor.

### **Injury to Surrounding Property**

The surrounding area is zoned for commercial and industrial use, with the exception of a pocket of R-3 (Multi-Family Residential) zoning, located just to the north. Currently, there is a community church located nearby in the R-3 zoning area. The church property is approximately 260-linear feet north of the sign. The potential increase in illumination from the digital sign may affect the surrounding area.

After notifying all relevant property owners, city staff received no comment against said request but did receive one comment in favor of the special use permit.

### **Domination of the Neighborhood**

This property has frontage on the Outer Road, with commercial users and commercially zoned properties. Directly south is a self-storage facility, and immediately west, across the interstate is the Quik & Tasty distribution facility as well as the Markey Parkway retail center.

Belton Regional Hospital has a 40-foot digital pole sign at their facility, which was approved by the planning commission on 4/15/13 as well as Transwest Truck and Trailer, Co. has an approved 40-foot digital pole sign...8/3/15.

Proposed Use will not detract or encroach upon welfare or convenience of the public

It appears the proposed digital use may detract or encroach upon the welfare or convenience of the public by contributing to the ever-increasing light pollution, in particular, along the section of interstate between 163<sup>rd</sup> Street / Markey Parkway and 155<sup>th</sup> Street.

**NOTE:** The applicant has all the necessary written approvals from the Missouri Department of Transportation (MoDOT) and all the necessary easements to allow access and maintenance of the sign. Upon acceptance of the special use permit, the applicant will be required to obtain a city sign and electrical permit, which is part of the standard review process.

**Staff Recommendation**

Staff recommends approval of Special Use Permit #16-01, with the following condition(s):

1. The digital intensity of the sign shall not exceed 1,200 NITS between dusk and dawn;
2. The digital intensity shall be certified annually by a third party inspector and in perpetuity.

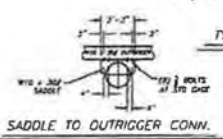
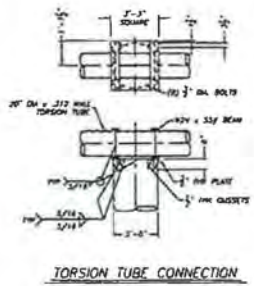
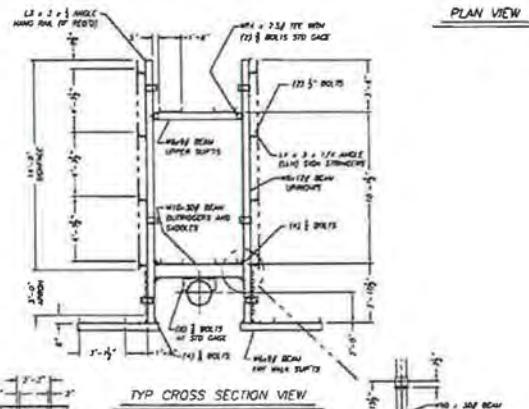
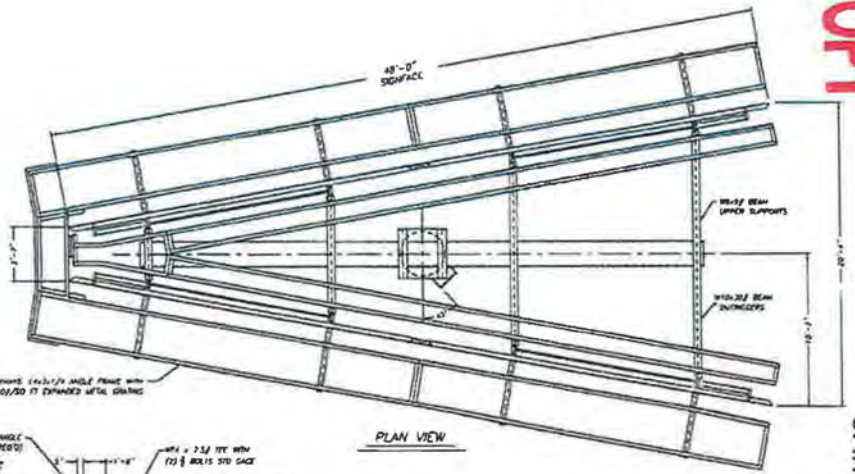
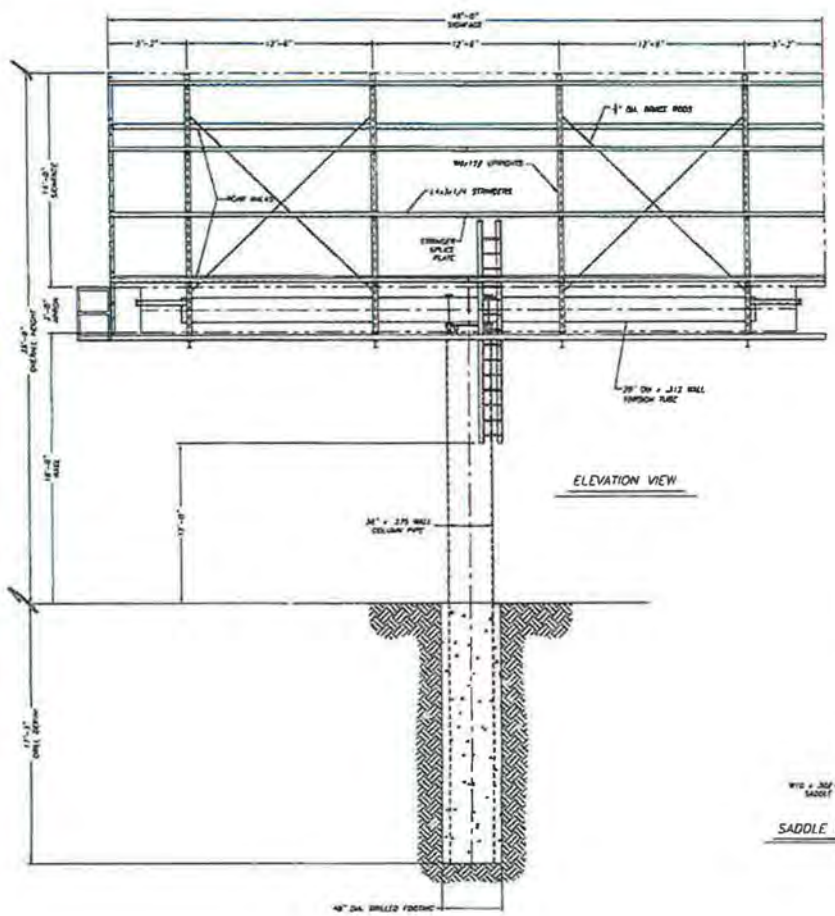
**PLANNING COMMISSION RECOMMENDATION(S):**

Approve Special Use Permit #16-01 with condition(s), to allow a one (1) sided digital billboard sign, to be located in a C-2 (General Commercial) district, addressed as 16241 E. Outer Road.

**ATTACHMENTS:**

1. Sign Elevation
2. MoDOT approval letters
3. Watchfire Info.
4. Waitt Outdoor acknowledgement letter





SPECIFICATIONS:	
1.	STEEL ROLLED "W" BEAM SECTIONS: ASTM A992 ALL OTHER STEEL ROLLED SECTIONS: ASTM A36
2.	PIPE SECTIONS: A.P.I. 5L X42
3.	BOLTS: MINIMUM 1/2" DIAMETER UNF 1/2" DIAMETER: GRADE A307 3/4" DIAMETER & LARGER: GRADE A325
4.	CONCRETE: 3000 P.S.I. @ 28 DAYS
5.	HORIZONTAL SOIL PRESSURE: 200/30 FT/FT
6.	DESIGN WIND LOAD: 30 P.S.F.
7.	ALL WELDING SHALL BE IN ACCORDANCE WITH AWS STANDARDS USING E-70 ELECTRODES
8.	ALL WALKWAYS TO HAVE SAFETY CABLES
9.	REINFORCING BAR: ASTM A-615 GRADE 60
10.	FOOTING AND CEILING DESIGNED FOR 60' OVERALL

PRODUCTIVITY FABRICATORS	
DATE: 11/15/05	SCALE: 1/4" = 1'-0"
14' x 48' CM, 20V, 35' OVERALL SIGN	
GALAXY OUTDOOR	

351

**FILE COPY**

Missouri  
Department  
of Transportation



JAN 12 2016

Northwest District  
3602 North Belt Hwy  
St. Joseph, MO 64506-1399  
(816) 387-2350  
Fax (816) 387-2770  
Toll free 1-888 ASK MODOT  
www.modot.org

November 23, 2015

*approved by State of Missouri*

WAITT OUTDOOR  
4717 F ST  
OMAHA, NE 68117

RE: Permit 1539  
CASS County, IS 49 N

Dear GLENN HILLS:

On 11/23/2015, the digital upgrade request for permit 1539 was approved. You have twelve (12) months to upgrade this sign with digital technology pursuant to Section 226.541, RSMo and 7 CSR 10-6.040 (4)(I). MoDOT will consider the upgrade complete once the digital panel(s) has been installed on the structure. If the digital panel(s) is not installed, the approval to upgrade will expire twelve (12) months from the date issued pursuant to Section 226.541, RSMo and 7 CSR 10-6.040 (4) (I).

For additional information regarding outdoor advertising rules and regulations, please log onto [http://www.modot.org/business/Outdoor\\_Advertising](http://www.modot.org/business/Outdoor_Advertising). If you have questions, please contact me at 816-387-2504.

Sincerely,

*Melissa D Schmitz*

Melissa Schmitz  
Outdoor Advertising Permit Specialist

**FILE COPY**

**JAN 12 2016**



**MISSOURI DEPARTMENT OF TRANSPORTATION**

**OUTDOOR ADVERTISING PERMIT**

MoDOT Permit Number 1539

Expiration Date: April 30, 2017

- Conforming Permit
- Conforming Out of Standard
- Nonconforming Permit
- Biennial Permit
- Transfer Permit

In accordance with Section 226.550 RSMo and 7 CSR 10-6.070, this BILLBOARD permit is being issued to WAITT OUTDOOR, 4717 F ST, OMAHA, NE 68117 for a CONFORM OUT OF STANDARD sign in a(n) COMMERCIAL area located along IS 49 N at county log mile 28.69 on the RIGHT side of the road in CASS County on property owned by ZAP HALES, MIKE, 1701 W 114TH ST, LEAWOOD, KS 66211.

This permit is conditioned upon the continued existence of material facts as represented by the applicant in the application for permit and on complete compliance with Sections 226.500 to 226.600 RSMo, as amended and 7 CSR 10-6. The State of Missouri reserves the right to remove the sign at the owner's expense if compliance is not met. If at any time, this sign is completely destroyed, this permit becomes void and the sign cannot be rebuilt until a new permit is issued.

Ed Hassinger  
Chief Engineer

Date Printed: 8/5/2015

Additional forms and information available at [http://www.mdot.org/business/Outdoor\\_Advertising](http://www.mdot.org/business/Outdoor_Advertising)

*Our mission is to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri.*

Revised 04/2014

(KC-350 | KC-351) KC-999





### CUSTOMER CONTACT INFORMATION

Glenn Hills, VP of Operations  
 Waitt Outdoor  
 4717 F Street  
 Omaha, NE 68117  
 402-330-2520  
 ghills@waittoutdoor.com

### DESIGNED TO STAND OUT

**LEDs per Pixel:** Three (one red, one green, one blue)  
**Pixel/LED Density:** 256/768 per square foot  
**Single-Bin LEDs:** For color accuracy  
**Color Calibration:** Whole sign at factory - color and brightness  
**Brightness:** 7,500 nits; 5,000 nits at year 10  
**Contrast:** Matte louver  
**Color Capability:** Min. 18.0 Quadrillion colors

### ENGINEERED TO STAND UP

**Moisture Protection:** Complete silicone encapsulation  
**Connections:** Two per module  
**Construction:** All aluminum, mitered corners  
**Weight:** 9lbs per square foot (see eng. drawing for more detail)  
**Signal:** Patent-pending multi-channel data

### PROVEN TO PERFORM

**Software:** Ignite® OA - Includes advertiser access  
**Personalized Service:** Includes project management & sales training  
**Diagnostics:** Included for life - To individual LED Level  
**POP Reports:** Included for life  
**Help Desk:** Included for life  
**Operator Tool Kit:** Included



Buyer acknowledges that prior to executing this Agreement Buyer has read or has had the opportunity and means to review the TERMS OF SALE and Seller's LIMITED WARRANTY, SOFTWARE LICENSE, AND LIMITATION OF LIABILITIES AND REMEDIES at <http://watchfiresigns.com/terms-and-conditions-of-sale> or in the alternative, a hard copy has been provided to Buyer and its receipt is acknowledged. This quote/offer is expressly limited to the acceptance by the buyer of its exact terms, including the terms of the sales and seller's limited warranty, software license, and limitation of liabilities and remedies, all of which are a part of agreement. Any purchase order or related documents buyer issues to seller (even if it contains terms in addition to or inconsistent with the terms of this agreement) for this transaction shall constitute buyer's unconditional agreement to be bound exclusively by the seller's terms and conditions of this agreement, and buyer hereby agrees that such additional or inconsistent terms shall not apply nor become a part of this agreement.

### ORDER ACCEPTANCE | Please Sign and Return

<b>Job Site</b>	<b>Shipping Address</b>
Belton, MO - 14' x 46' 19mm	Waitt Outdoor 4717 F Street Omaha, NE 68117

a. Sign Price: \$153,500.00  
 b. Shipping: Included  
 c. Sales Tax: \$0.00 (0.00%)

### WATCHFIRE DIGITAL BILLBOARD SALES AGREEMENT

**Quote Number:** 1600353  
**Model Number:** OA19i.M  
**Sign ID:** 897764  
**Quote Date:** 01/07/2016  
**Quote Valid:** 90 days  
**Customer Number:** 9009733

### PRODUCT SPECIFICATIONS - M Class

**Cabinet Size | Style:** 14ft H x 46ft L x 8in D | Front/Rear Access  
**Pixel Pitch | Matrix:** True 19mm | 208 X 720  
**Compliance:** IBC 2006/2009, IP65, UL48, CUL48,  
**Information:** UL Energy Efficiency Verified  
**Wind Load Capacity:** up to 150 mph  
**Sign Mounting Kit:** Mini Stringers

**Electrical Service:** 240 Volts 4 Wire, Single Phase, 48 Amps (Max)  
**Communications:** Internal Broadband Wireless  
**Warranty:** 57241 - 5 year Parts Warranty w/1 year Monitor, Diag, Dlsp, Labor (378-780 T sq ft)

**Mfg. Lead Time:** 6-8 Weeks  
**Technician On Site:** During Installation  
**Webcam:** Sign View BBW  
**Temp Sensor & Photocell:** w/100-Step Photocell w/50 ft Cable  
**Software:** Ignite® OA  
**Included Options:** Power Requirements(Standard As Quoted), Spare Parts Kit (Standard Spares Kit), Spare Parts Storage Box (Included),

### PROMOTIONS



**The Best Digital Billboard Software We've Ever Built**  
 Ignite OA is more than a scheduler, it's the first business tool built specifically for digital billboards. Ask for free demonstration.

### NOTES

Customer Name/Title: \_\_\_\_\_  
 Customer PO#: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_





MAR 10 2016

March 10th 2016

Community Planning & Development  
Robert G. Cooper, City Planner  
City Hall Annex  
520 Main Street  
Belton, Missouri 64012

RE: SUP-01/ Special Use Permit  
Digital Billboard Sign  
16241 E. Outer Road  
Belton Missouri

Mr. Cooper:

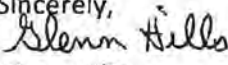
This letter is to inform you that Waitt Outdoor will follow the request made by the Planning Commission and from Staff Report discussion on March 7<sup>th</sup> 2016 for a Special Use Permit to allow a one sided 14x46 digital billboard sign to be located in a C-2 General Commercial District.

**Here are the 2 request Waitt Outdoor will follow.**

1. The Light intensity of the digital sign shall not exceed 1,200 NITS between dusk and dawn.
2. The digital sign intensity shall be certified annually by a third party inspector and in perpetuity.

**Waitt Outdoor request the third party for the certified annually inspection be completed by the Manufacture Watchfire digital signs.**

Any questions please contact Glenn Hills at 402-981-3611

Sincerely,  
  
Glenn Hills  
VP of Operations

# **SECTION VII**

## **S**

**BILL NO. 2016-34**

**ORDINANCE NO. 2016**

AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2016 ADOPTED CITY BUDGET.

WHEREAS, on March 24, 2015 under Ordinance No. 2015-4079, the City Council approved the Fiscal Year 2016 City Budget and has been amended previously this year.

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

Section 1. In the Street Impact Fee Fund, # 223 ...

INCREASE the balance by \$31,210 (whole dollars) of Revenue line item, 223-0000-3220510, named Street Impact Fees.

INCREASE the balance by \$31,210 (whole dollars) of Expenditure line item, 223-0000-4008545, named Transfer to Street Capital Projects.

FOR THE PURPOSE OF: Amending the budget to account for the transfer of funds to the Street Capital Projects fund.

Section 2. In the Hotel/Motel Tax Fund, # 224 ...

DECREASE the balance by \$30,000 (whole dollars) of Expenditure line item, 224-0000-4009000, named Rainy Day.

INCREASE the balance by \$30,000 (whole dollars) of Expenditure line item, 224-0000-4003036, named Legal - Economic Development.

FOR THE PURPOSE OF: Amending the budget to account for additional legal expenses incurred in relation to economic development projects.

Section 3. In the Park Sales Tax Fund, # 229 ...

DECREASE the balance by \$120,000 (whole dollars) of Expenditure line item, 229-0000-4009000, named Rainy Day.

INCREASE the balance by \$120,000 (whole dollars) of Expenditure line item, 229-0000-4008520, named Transfer to Park.

FOR THE PURPOSE OF: Amending the budget to account for the transfer of funds to the Park operating account.

Section 4. In the Mayor's Christmas Tree Fund, # 231 ...

INCREASE the balance by \$1,600 (whole dollars) of Revenue line item, 231-0000-3651600, named Donations.

INCREASE the balance by \$1600 (whole dollars) of Expenditure line item, 231-0000-4004023, named Community Supplies.

FOR THE PURPOSE OF: Amending the budget to account for the additional donations received for the benefit of the Belton Welfare Association.

Section 5. In the Drug Seizure Fund, # 232 ...

DECREASE the balance by \$93,720 (whole dollars) of Expenditure line item, 232-0000-4009000, named Rainy Day.

INCREASE the balance by \$93,720 (whole dollars) of Expenditure line item, 232-0000-4957400, named Capital Outlay - Equipment.

FOR THE PURPOSE OF: Amending the budget to account for capital purchases for the Police Department.

Section 6. In the DWI Recovery Fund, # 233 ...

DECREASE the balance by \$15,000 (whole dollars) of Expenditure line item, 233-0000-4009000, named Rainy Day.

INCREASE the balance by \$15,000 (whole dollars) of Expenditure line item, 233-0000-4957400, named Capital Outlay - Equipment.

FOR THE PURPOSE OF: Amending the budget to account for capital purchases for DWI enforcement.

Section 7. In the Belton Marketplace - TIF Fund, # 240 ...

INCREASE the balance by \$1,580 (whole dollars) of Revenue line item, 240-0000-3111500, named Payments In Lieu of Tax.

INCREASE the balance by \$14,710 (whole dollars) of Revenue line item, 240-0000-3130500, named City Sales Tax.

INCREASE the balance by \$11,740 (whole dollars) of Revenue line item, 240-0000-3131510, named Cass County Sales Tax.

INCREASE the balance by \$28,030 (whole dollars) of Expenditure line item, 240-0000-4003235, named Expense Allowance.



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

Section 8. In the Y Belton Plaza - TIF Fund, # 244 ...

INCREASE the balance by \$147,820 (whole dollars) of Revenue line item, 244-0000-3111500, named Payments In Lieu of Tax.

INCREASE the balance by \$118,180 (whole dollars) of Revenue line item, 244-0000-3130500, named City Sales Tax.

INCREASE the balance by \$44,630 (whole dollars) of Revenue line item, 244-0000-3131509, named TDD Sales Tax.

INCREASE the balance by \$63,230 (whole dollars) of Revenue line item, 244-0000-3131510, named Cass County Sales Tax.

INCREASE the balance by \$373,860 (whole dollars) of Expenditure line item, 244-0000-4003235, named Expense Allowance.

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

Section 9. In the Water Impact Fee Fund, # 462 ...

DECREASE the balance by \$820 (whole dollars) of Expenditure line item, 462-0000-4009000, named Rainy Day.

INCREASE the balance by \$820 (whole dollars) of Expenditure line item, 462-5710-4957117, named Water Tower – Construction Costs.

FOR THE PURPOSE OF: Amending the budget to account for additional Cunningham Pkwy Waterline costs.

Section 10. In the Water SRF 1 Projects Fund, # 464 ...

INCREASE the balance by \$1,653,900 (whole dollars) of Revenue line item, 464-0000-3910660, named SRF Loan Proceeds.

INCREASE the balance by \$1,653,900 (whole dollars) of Expenditure line item, 464-5710-4957117, named Water Tower – Construction Costs.

FOR THE PURPOSE OF: Amending the budget to account for the additional SRF loan proceeds for the construction of the water tower.

Section 11. That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

Section 12. That this ordinance shall be in full force and effect from and after its passage and approval.

FIRST READING ON: March 22, 2016

SECOND READING AND PASSED ON: March 22, 2016

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

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

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

ATTEST:

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

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

---

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

# **SECTION VII**

## **T**



**BILL NO. 2015-35**

**ORDINANCE NO. 2015-**

AN ORDINANCE AUTHORIZING AND APPROVING A PUBLIC SERVICES AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND DOWNTOWN MAIN STREET, INC. TO PROVIDE PUBLIC SERVICES SUPPORT FOR THE FALL FESTIVAL IN BELTON, MISSOURI IN SEPTEMBER 2016.

---

**WHEREAS**, the Downtown Main Street, Inc. has successfully sponsored, organized, promoted and provided administrative support for the Fall Festival in downtown Belton for many years; and

**WHEREAS**, the City of Belton has determined that the Fall Festival is in the best interests of the City by promoting economic development activities, strengthening the central business district and contributing to the preservation of the historic character in the downtown area; and

**WHEREAS**, the City of Belton contributes to this public festival by providing access to special event liability insurance, use of city properties and services in the downtown area and assisting the Main Street group with security and traffic control.

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

**Section 1.** That the City Council hereby authorizes and approves the Public Service Agreement, herein attached and incorporated as **Exhibit A** to this ordinance, to facilitate the Fall Festival activities in the historic downtown business district.

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

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

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

READ FOR THE FIRST TIME: March 22, 2016

READ FOR THE SECOND TIME AND PASSED:

---

Mayor Jeff Davis

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

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

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and 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:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



**PUBLIC SERVICE AGREEMENT BY AND BETWEEN  
THE CITY OF BELTON  
AND  
DOWNTOWN BELTON MAIN STREET, INC**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, is by and between Downtown Belton Main Street, Inc., a Missouri nonprofit corporation (hereinafter "Main Street"), and the City of Belton, Missouri, a Missouri constitutional charter city (hereinafter "City").

**WITNESSETH:**

**WHEREAS**, Main Street was created to provide education and charitable resources in order to promote and strengthen a diverse central business district and preserve historic character and assets in the City; and

**WHEREAS**, as part of its public purpose, Main Street sponsors the Fall Festival ("Fall Festival") and has requested City assistance in securing insurance, providing access to certain City properties on Main Street and other services as detailed in Attachment A to this Agreement for the Fall Festival (hereinafter "City Assistance"); and

**WHEREAS**, the City has determined that the Fall Festival is in the best interest of the City because it promotes the general health, safety, and welfare of the City, provides economic development activities and promotes a public purpose.

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

**I. SCOPE OF SERVICES**

Main Street will sponsor, organize, promote and provide administrative oversight for the Fall Festival, as outlined in Attachment A of this Agreement, on September 9<sup>th</sup> and 10<sup>th</sup>, 2016 for the benefit of the citizens of the City of Belton, Missouri.

**II. CONTRIBUTION IN SUPPORT OF PUBLIC PURPOSE**

In order to facilitate a public purpose, the City agrees to add Downtown Belton Main Street, Inc., as an additional insured on the general comprehensive liability insurance as a Special Event. The City also agrees to provide access to certain City properties along Main Street for the Fall Festival and other services as detailed in Attachment A to this Agreement.

**III. TERM AND TIME OF PERFORMANCE**

The term of this Agreement shall be effective on September 9, 2016 to September 10, 2016.

**IV. ASSIGNMENT/SUBCONTRACTS**

Main Street and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed, or otherwise disposed of without the prior consent of the other party to the Agreement, however, parties agree that Main Street may subcontract for trash and electrical services without prior approval of the City.

**V. NON-DISCRIMINATION PROVISIONS**

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

**VI. COMPLIANCE WITH THE LAW**

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

**VII. INTEREST OF LOCAL PUBLIC OFFICE**

No member of the City Council of the City, or any officer, employee, or agent of the City who exercises any functions or responsibilities in connection with review or approval of the work to which this Agreement pertains, shall have any personal interest, direct or indirect, in the Agreement or the proceeds thereof except as permitted by the law of the State of Missouri.

**VIII. INDEPENDENT CONTRACTOR**

Main Street is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, and is merely acting as an independent contractor.

**IX. INDEMNIFICATION**

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



**X. TERMINATION OF THIS AGREEMENT**

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

**XI. NOTICE**

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

Notice to the City shall be addressed to:

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

Notice to Main Street shall be addressed to:

President  
Downtown Belton Main Street, Inc.  
PO Box 525  
Belton, Missouri 64012

**XII. AMENDMENTS**

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

**XIII. SEVERABILITY**

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

**XIV. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or affect.

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

**DOWNTOWN BELTON MAIN STREET, INC.**

**CITY OF BELTON, MISSOURI**  
A Municipal Corporation

\_\_\_\_\_  
President

\_\_\_\_\_  
Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Treasurer

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

**ATTACHMENT A**  
**COORDINATED FESTIVAL ACTIVITIES**

BY DOWNTOWN BELTON MAIN STREET, INC.

- Solicit and organize vendors
- Hire musicians
- Hire subcontractors for trash and electric
- Provide stage, tables, chairs, sound equipment
- Promote festival through various media:
  - Brochures/Flyers
  - Websites
  - Local Cable Channel
- Provide for ADA accommodations in parking and accessibility on streets, ramps and sidewalks
- Advertise pet guidelines for promotion of safe and healthy environment
- Coordinate activities with downtown merchants
- Post festival signage
- Clean up streets and sidewalks – before and after
- Staff festival
- Provide post festival evaluation
- Request benefits and support from City (City Assistance):
  - Administration:
    - Insurance for special event coverage on city policy
    - Access to vacant lots owned by City on Main Street
    - Water bills stuffed with festival flyer
  - Street Department:
    - Close public streets
    - Traffic/parking cones
    - Street lights turned on for constant power supply
  - Water Department:
    - Water provided to vendors through outside faucets at City Call and fire hydrant meter on Main Street
  - Parks Department:
    - Trash barrels
    - Tours of arboretum and hayride
  - Fire Department/BEMA volunteers:
    - Open restroom at Main Street Fire Station
    - Security and traffic control
    - Generator
  - Police Department:
    - Police officers assigned to festival area

**SECTION VIII**  
**A**



**R2016-14**

A RESOLUTION APPROVING TASK AGREEMENT # 1 WITH STREETWISE, INC. FOR THE PURPOSE OF COMPLETING THE ANNUAL STREET STRIPING PROGRAM AT A NOT TO EXCEED AMOUNT OF \$67,000.

WHEREAS, the City Council for the City of Belton, understands street striping is an important maintenance activity in maintaining the City of Belton's transportation system; and

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

WHEREAS, on February 23, 2016 under Ordinance No. 2016-4177, the City Council approved a Maintenance Service Agreement with Streetwise, Inc.; and

WHEREAS, this task agreement with Streetwise, Inc. is necessary to complete the Annual Street Striping Program; and

WHEREAS, the cost for this project will be at a not to exceed amount of \$67,000.

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

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

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

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

Duly read and passed this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2016 and adopted at a regular meeting of the City Council held the \_\_\_\_ day of \_\_\_\_\_, 2016 by the following vote, to wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** March 22, 2016

**DIVISION:** Transportation

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

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

**ISSUE/RECOMMENDATION:**

Street striping is an important maintenance activity in maintaining streets throughout the network. We have typically completed this work in the fall; however the wear and tear of our winter weather operations takes a toll on it. Staff decided to complete this work in the spring so the striping looks better longer. Staff recommends approving Task Agreement #1 with Streetwise, Inc. in a not-to exceed amount of \$67,000.

**PROPOSED CITY COUNCIL MOTION:**

Approve a resolution approving Task Agreement #1 with Streetwise, Inc. for the purpose of completing the Annual Street Striping Program at a not to exceed amount of \$67,000 at the March 22, 2016 Regular Council Meeting.

**BACKGROUND:**

Council approved a Maintenance Service Agreement with Streetwise, Inc. on February 23, 2016. This agreement utilizes unit rate pricing for all maintenance activities for street striping. The list of streets and pricing for Task Agreement #1 is attached.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

Contractor:	Streetwise Inc.	
Amount of Request/Contract:	\$	67,000
Amount Budgeted:	\$	119,000
Funding Source:	Transportation 225-0000-400-4032	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	52,000

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

Approve a resolution approving Task Agreement #1 with Streetwise, Inc. for the purpose of completing the Annual Street Striping Program at a not to exceed amount of \$67,000 at the March 22, 2016 Regular Council Meeting.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Resolution for Task Agreement #1
- Task Agreement #1
- Unit Prices
- List of Streets



PUBLIC WORKS

## City of Belton – Public Works Task Agreement

**Contract: 225-2016-4A Annual Street Striping Program**

<b>Ordinance or Resolution:</b>	<b>Task Agreement No: 1</b>	<b>Funding Amount: \$67,000</b> <b>Funding Source: 225-0000-400-4032</b>  <b>Date of Schedule of Hourly Rates and Expenses: 2016</b>  <b>Purchase Order No: TBD</b>
---------------------------------	-----------------------------	--

**Project Title: Annual Street Striping Program**

<b>Contractor/Consultant (including subs): Streetwise, Inc.</b> <b>4600 E 142<sup>nd</sup> Street</b> <b>64030 Grandview, MO</b>	<b>Division and Staff Project Manager:</b> <b>David Frazier and Kate Glowacki</b>
--	--

<b>Project Management Manual reviewed: n/a</b>	<b>Attachments (Gantt Chart, etc.): n/a</b>
--	---

**PROJECT Scope (can be in the form of an attachment):**  
 Project will complete the annual street striping program for the City of Belton per the Maintenance Service Agreement with Streetwise, Inc. Attached is the list of streets, quantity, and cost for Task Agreement #1. Cost shall not exceed budgeted funds as identified above.

Staff Signatures		Partner Signatures	
<b>Director of Public Works:</b> Jeff Fisher	<b>City Manager:</b> Ron Trivitt	<b>Project Manager:</b>	<b>Company Principal (if different):</b>
Signature: _____	Signature: _____	Signature: _____	Signature: _____
Date: _____	Date: _____	Date: _____	Date: _____

<b>Project Type:</b>	Design		Construction	XX X	Property Acquisition		Conceptual – Problem Solving		Surveying
<b>Project Discipline(s):</b>	Transportation	XX X	Planning		Water		Wastewater		Stormwater

**Report(s) Received:**



**Work on File:**

**This Task Agreement is subject to all the provisions included in the Maintenance Service Agreement effective on the 15<sup>th</sup> day of March, 2016.**

**Attach scope of work, budget, and other supporting material.**

**Unit Rate Prices for Re-Striping - 225-2016-4A / Streetwise Inc.**

Item	Description		Quantity	Unit	Paint	Qty	Total
1	a	4" Solid / Broken	0-25,000	LF	\$0.23		
	b	4" Solid / Broken	25,001-50,000	LF	\$0.21		
	c	4" Solid / Broken	50,001-100,000	LF	\$0.19		
	d	4" Solid / Broken	100,001-150,000	LF	\$0.14		
	e	4" Solid / Broken	150,001 and over	LF	\$0.12	317,263	\$38,071.56
2	a	6" Solid	0-2,500	LF	\$0.31		
	b	6" Solid	2,501-5,000	LF	\$0.26		
	c	8" Solid	5,001-7,500	LF	\$0.23		
	d	6" Solid	7,501-10,000	LF	\$0.21	9,833	\$2,064.93
	e	6" Solid	10,001 and over	LF	\$0.19		
3	a	24" Solid	0-500	LF	\$9.00		
	b	24" Solid	501-1,000	LF	\$6.00		
	c	24" Solid	1,001-2,000	LF	\$3.00		
	d	24" Solid	2,001-3,000	LF	\$2.00		
	e	24" Solid	3,000 and over	LF	\$1.85	4,350	\$8,047.50
4	a	White arrows	0-25	EA	\$95.00		
	b	White arrows	26-50	EA	\$90.00		
	c	White arrows	51-100	EA	\$85.00		
	d	White arrows	101-150	EA	\$70.00	122	\$8,540.00
	e	White arrows	151 and over	EA	\$65.00		
5	a	ADA symbols	0-20	EA	\$80.00	14	\$1,120.00
	b	ADA symbols	21-40	EA	\$65.00		
	c	ADA symbols	41-60	EA	\$60.00		
	d	ADA symbols	61 and over	EA	\$50.00		
6	a	Bike symbols	0-20	EA	\$85.00		
	b	Bike symbols	21-40	EA	\$80.00		
	c	Bike symbols	41-60	EA	\$70.00		
	d	Bike symbols	61 and over	EA	\$65.00		
7	a	White lettering	0-20	EA	\$65.00		
	b	White lettering	21-40	EA	\$60.00		
	c	White lettering	41-60	EA	\$50.00		
	d	White lettering	61 and over	EA	\$45.00		
8	a	4" Parking lot striping	0-2,500	LF	\$0.36		
	b	4" Parking lot striping	2,501-5,000	LF	\$0.30		
	c	4" Parking lot striping	5,001-7,500	LF	\$0.25		
	d	4" Parking lot striping	7,501-10,000	LF	\$0.25	7,617	\$1,904.25
	e	4" Parking lot striping	10,001 and over	LF	\$0.25		
<b>Re-Striping Total (Line Items 1-8)</b>							<b>\$59,746.24</b>

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

**Unit Rate Prices for New Striping - 225-2016-4A / Streetwise Inc**

Item	Description		Quantity	Unit	Paint	Qty	Total	
9	a	4" Solid / Broken	Center striping, edge lines, solid and broken lines. Completed with truck mounted equipment	0-25,000	LF	\$0.25	15,742	\$3,935.50
	b	4" Solid / Broken		25,001-50,000	LF	\$0.24		
	c	4" Solid / Broken		50,001-100,000	LF	\$0.20		
	d	4" Solid / Broken		100,001-150,000	LF	\$0.18		
	e	4" Solid / Broken		150,001 and over	LF	\$0.16		
10	a	6" Solid	Primarily white crosswalk lines and yellow hash lines. Completed with walk behind equipment	0-2,500	LF	\$0.33		
	b	6" Solid		2,501-5,000	LF	\$0.29		
	c	6" Solid		5,001-7,500	LF	\$0.21		
	d	6" Solid		7,501-10,000	LF	\$0.19		
	e	6" Solid		10,001 and over	LF	\$0.19		
11	a	24" Solid	Primarily white stop bar and crosswalks and yellow hash line. Completed with walk behind equipment	0-500	LF	\$9.00	64	\$576.00
	b	24" Solid		501-1,000	LF	\$6.00		
	c	24" Solid		1,001-2,000	LF	\$4.50		
	d	24" Solid		2,001-3,000	LF	\$4.00		
	e	24" Solid		3,000 and over	LF	\$2.00		
12	a	White arrows	Includes left, straight, right, straight/right and straight/left	0-25	EA	\$100.00		
	b	White arrows		26-50	EA	\$85.00		
	c	White arrows		51-100	EA	\$60.00		
	d	White arrows		101-150	EA	\$40.00		
	e	White arrows		151 and over	EA	\$30.00		
13	a	ADA symbols	Shall be blue background with white wheel chair symbol	0-20	EA	\$80.00		
	b	ADA symbols		21-40	EA	\$65.00		
	c	ADA symbols		41-60	EA	\$60.00		
	d	ADA symbols		61 and over	EA	\$50.00		
14	a	Bike symbols	Typical bike symbols along road edge depicting bike lane	0-20	EA	\$85.00		
	b	Bike symbols		21-40	EA	\$80.00		
	c	Bike symbols		41-60	EA	\$70.00		
	d	Bike symbols		61 and over	EA	\$65.00		
15	a	White lettering	Min. 6" tall lettering. Typically in streets. Used for "ONLY" and "R" for railroad	0-20	EA	\$65.00		
	b	White lettering		21-40	EA	\$60.00		
	c	White lettering		41-60	EA	\$50.00		
	d	White lettering		61 and over	EA	\$45.00		
16	a	4" Parking lot striping	City facilities, Main Street, Loop Road, Completed with walk behind equipment.	0-2,500	LF	\$0.36		
	b	4" Parking lot striping		2,501-5,000	LF	\$0.30		
	c	4" Parking lot striping		5,001-7,500	LF	\$0.25		
	d	4" Parking lot striping		7,501-10,000	LF	\$0.25		
	e	4" Parking lot striping		10,001 and over	LF	\$0.25		
<b>New Striping Total (Line Items 9-16)</b>							<b>\$4,511.50</b>	

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

**CITY OF BELTON**  
**STRIPING STREET LIST / Streetwise Inc / Task Agreement #1**

Route	From	To (or At)
155th Street	71 Highway	Harris
Prospect	Cambridge	Rte. 58
	Rte. 58	North 300'
Mill	Cleveland	S. Scott
Bradford Lane		Rte. 58
Congress Ave.		Rte. 58
* Westover Road	Bong Ave.	Markey Rd.
	Markey Rd.	Rte. 58
Markey Parkway	QT way	Markey
Cornerstone Dr	163rd St	Cul-de-Sac
Cleveland Ave.	Rte. 58	Mill Street
	Mill Street	Park Ave.
	Park Ave.	Cambridge
	Cambridge	S City Limits
S. Scott	Rte. 58	Cambridge
Harris Ave.	155th	163rd St.
Markey Road	N. Scott	Westover
	Westover	Kuecker Building
North Scott Ave.	Dead End	Rte. 58
Mullen Road	163rd St	South of Bill Jones (north entrance)
	South of Bill Jones (north entrance)	Rte. 58
	Cambridge	Silver Maple
	Silver Maple	Minnie
Peculiar Drive	Minnie	Rte. 58
	Rte. 58	Cambridge
	Cambridge	N Cass Parkway
	N Cass Parkway	N City Limits

Route	From	To (or At)
Cambridge	Peculiar Dr	Mullen
	Mullen	Y Highway
	Y Highway	S Scott Avenue
	S Scott Avenue	Colbern (West side)
	Colbern (West side)	Cleveland
	Cleveland	Prospect
North Scott	Rte. 58	Markey Rd
	Markey Rd	155th St.
163rd St	Mullen	Cornerstone
	Richmond Ave.	Mullen
	Harris Ave.	Richmond Ave.
	Kentucky View Dr.	Harris
Walnut	Kentucky View Dr.	Kentucky Rd.
	S Scott Avenue	4th Street
	S Scott Avenue	Robie Drive
N Outer Road	163rd	162nd
Vicie	163rd	162nd
162nd	N Outer Rd	Harris Ave.
Terry Ave.	163rd	162nd
Eastern	163rd	162nd
Oakland	163rd	162nd
Richmond Ave	163rd	162nd
Hinkle	163rd	162nd
Hight	163rd	162nd
Slater	163rd	162nd
Speaker	163rd	162nd
Bel-Ray Blvd		Rte 58

Route	From	To (or At)
S Outer Road	Rte. 58	S City Limits
Kentucky View Dr	163rd	162nd
Spring Valley	163rd	162nd Terr
Spring Valley	163rd	163rd Terr
Harris	163rd	163rd Terr
Speaker	163rd	165th
Slater	163rd	165th
Hight	163rd	165th
Hinkle	163rd	165th
Oakland	163rd	163rd Terr
Eastern	163rd	163rd Terr
Pd Parking Entrance		163rd
Givan	163rd	Subdivision
South Outer Rd	155th	Dead End
Kentucky	58 highway	163rd
Hershel	Loop	Main
Loop Rd	Chestnut	Hershel
Main	S Scott Avenue	Y Highway
Hackberry	Railroad Tracks	Main
	Main	2nd Street
Ella	Main	2nd Street
	Main	Loop
	Loop	Railroad Tracks
Walnut	Main	2nd Street
	Main	Loop
	Loop	Railroad Tracks
Chestnut	Main	2nd Street
	Main	Railroad Tracks
Cherry	Main	2nd Street
	Main	Railroad Tracks



**SECTION VIII**  
**B**

**R2016-15**

A RESOLUTION APPROVING TASK AGREEMENT #2016-1 WITH WIEDENMANN, INC. TO MAKE NECESSARY SANITARY SEWER MAIN REPAIR AT 407 HACKBERRY STREET AT A NOT TO EXCEED AMOUNT OF \$11,143.

WHEREAS, the City Council for the City of Belton, Missouri, pursuant to the advice and recommendation of the City Manager, deems it necessary, desirable, advisable and in the public interest to maintain sanitary sewer infrastructure to meet near and long term needs; and

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

WHEREAS, on September 23, 2014 under Ordinance No. 2014-4041, the City Council approved an On-Call Services Agreement with Wiedenmann, Inc.; and

WHEREAS, this task agreement with Wiedenmann, Inc. is necessary to make unexpected, urgent repairs to a segment of the sewer system at 407 Hackberry Street; and

WHEREAS, the cost for this repair will be at a not to exceed amount of \$11,143.

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

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

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

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

Duly read and passed this 22<sup>nd</sup> day of March, 2016.

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

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 22<sup>nd</sup> day of March, 2016, and adopted at a regular meeting of the City Council held the 22<sup>nd</sup> day of March, 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:** March 22, 2016

**DIVISION:** Water Services

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

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

**ISSUE/RECOMMENDATION:**

Upon receipt of a recent concern from a citizen in the area that there was a smell and suspect water flowing across the ground in the alley between Y Hwy and Hackberry Street, Water Services responded to determine the cause. The public main was cleaned with no issues found. The water was flowing from a small area between the two homes at 721 Commercial and 404 Y Hwy.

Water Services investigated and discovered there is an old septic tank that was backed up due to a break in the service line. Staff treated the ground to mitigate the sewer smell and hazard. The pit where the two service lines flow into was uncovered and the service line was temporarily repaired to prevent further issues and until more permanent work could be performed. During this work, it was also determined that the condition of the public main is poor with poor connections from existing users.

As is done on occasion, staff solicited bids from each of the three On-Call Emergency Services contractors to replace the public main. Pyramid Excavation & Construction, Inc. and Wiedenmann, Inc. offered bids and Precision Construction declined the invitation. The scope will include bringing the public main and the existing connections up to standards. Once that work is complete, the two property owners currently on a septic system will receive a notice, per city code, giving them a certain number of days to remove the septic system at their own expense.

Staff is recommending approval of a resolution approving Task Agreement #2016-1 with Wiedenmann, Inc. to make necessary sanitary sewer main repair at 407 Hackberry Street. This expenditure will exceed the amount budgeted in the "line maintenance" line item. However, this will be absorbed by underspending in other line items compared with year-end estimates. The total actual expenditures in the wastewater fund will still be less versus year-end estimates.

**PROPOSED CITY COUNCIL MOTION:**

Approve a resolution approving Task Agreement #2016-1 with Wiedenmann, Inc. to make necessary sanitary sewer main repair at 407 Hackberry Street at a not to exceed amount of \$11,143.

**BACKGROUND:**

The City maintains approximately 128 miles of sanitary sewer main. There are several miles of clay sewer in various levels of condition. As needed these segments are lined or replaced, but can deteriorate quickly once failure begins. The City has three on-call utility repair contractors that provide assistance as needed.



**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

Contractor:		Wiedenmann, Inc.
Amount of Request/Contract:	\$	11,143.00
Amount Budgeted:	\$	40,000
Funding Source:		660-0000-400-2025 Sewer Line Maintenance
Additional Funds:	\$	TBD
Funding Source:		Lift Station Maintenance
Encumbered:	\$	N/A
Funds Remaining:	\$	N/A

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

Approve a resolution approving Task Agreement #2016-1 with Wiedenmann, Inc. to make necessary sanitary sewer main repair at 407 Hackberry Street at a not to exceed amount of \$11,143.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Resolution  
Wiedenmann, Inc. Task Agreement #2016-1  
Wiedenmann, Inc. Bid  
Pyramid Excavation & Construction, Inc. Bid  
Exhibit



## City of Belton – Public Works Task Agreement

**Contract: On-Call Emergency Services**

**Ordinance or Resolution:** Resolution

**Task Agreement No:** 2016-1

**Funding Amount:** not to exceed without Council approval \$11,143.00

**Purchase Order No:** N/A

**Project Title:** 407 Hackberry Street Sanitary Sewer Main Repair

**Contractor/Consultant (including subs):** Wiedenmann, Inc.

**Division and Staff Project Manager:** Don Tyler, Manager, Water Services Division & Joe Don Harrell, Utility Worker Team Leader, Water Services Division

**Project Management Manual reviewed:**

**Attachments (Gantt Chart/ Schedule, Insurance, etc.):**

**PROJECT Scope (can be in the form of an attachment):** See attached Wiedenmann, Inc. bid

**Check boxes below that apply:**

<b>Enrollment in E-Verify</b> <input type="checkbox"/>	<b>Prevailing Wage</b> <input checked="" type="checkbox"/>	<b>Certificate of Good Standing</b> <input type="checkbox"/>
--	--	--

**Staff Signatures**

**Partner Signatures**

**Director of Public Works:**  
Jeff Fisher

**City Manager:**  
Ron Trivitt

**Project Manager:**  
Jerry Wiedenmann

**Company Principal (if different):**

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

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

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

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

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

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

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

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

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

**Project Discipline(s):**      Transportation      Planning      Water      Wastewater       Stormwater

**Insurance Requirements met:**

**Report(s) Received:**

**Work on File:**

**This Task Agreement is subject to all the provisions included in the On-Call Emergency Services Agreement, Public Works Department, Water Services Division by and between the City and Wiedenmann, Inc. (Professional), dated**

Attach scope of work, budget, and other supporting material

# WIEDENMANN, INC.

---

950 N. Scott / PO BOX 245  
Belton, MO 64012  
816-322-1125 / Fax 816-322-1126  
[general@wiedenmanninc.com](mailto:general@wiedenmanninc.com)

March 4, 2016

City of Belton, City Hall  
506 Main St.  
Belton, Missouri 64012

Attn: JoeDon Harrell

Re: Pricing for Sanitary Sewer Main Repair  
407 Hackberry  
Belton, Missouri 64012

Dear JoeDon Harrell,

Pursuant to your request, we hereby submit the lump sum pricing for the sanitary sewer repair work requested.

Removal of 200' 6" VCP and installation of 8" PVC with a new sewer drop at Manhole 10E-MH037, service reconnections, and a Lamp Hole upstream of services.

This price includes our labor, and equipment for a total value of:

**ELEVEN THOUSAND ONE HUNDRED FORTY THREE DOLLARS (\$11,143.00)**

The above pricing is based on our meeting at 407 Hackberry .

All materials, staking, permits, licenses, inspections, dump truck work, haul off of excess, pavement restoration, seeding, and all testing is the responsibility of City of Belton at no cost to Wiedenmann Inc. All materials will be on site before our work is to begin.

Thank you for the opportunity to price this work and please call if you have any questions.

Sincerely,  
Wiedenmann, Inc.



Daniel Forbes  
Project Manager



11102 Hickman Mills Drive • Kansas City, Missouri 64134

Ph. (816)765-4464 • Fax (816)765-4467

March 4, 2016

City of Belton, Missouri  
Attn: Joe Don Harrell  
Belton City Hall, 506 Main Street  
Belton, Mo 64012

Mr. Harrell,

Subject: 407 Hackberry Street Sanitary Repair

Pyramid Excavation & Construction, Inc. is pleased to quote the sanitary sewer repair from the Hackberry Manhole then east up the alley as described on the attached page and as discussed with Joe Don Harrell for the price of \$19,909.68

The City of Belton supplies all materials for this project and completes the asphalt street repair.

Pyramid is supplying the labor and equipment for the sanitary replacement only.

No bypass pumping or rock excavation is included.

Price is contingent upon using Type 3 Barricades to shut down the road while repairing the drop manhole on Hackberry and closing the alley while installing the 8" pipe and connecting the east end.

If you should have any question or additional information is needed, please contact me at your earliest convenience.

Sincerely,

*Hank Cunningham*

Hank Cunningham  
Pyramid Excavation & Construction Inc.



# Belton, MO



## Legend

- Sanitary Manhole
- Sanitary Air Release
- Sanitary Sewer
  - Private
  - Public
- Street
- Parcel
- Subdivision

## Notes

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