



**CITY OF BELTON
CITY COUNCIL
REGULAR MEETING
TUESDAY, NOVEMBER 8, 2016 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

- I. CALL REGULAR MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – COUNCILMAN LATHROP
- 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 October 11, 2016, City Council public hearing and regular meeting and October 18, 2016, City Council Special meeting.

Page 6

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

Page 14

- C. Motion approving software improvements from SHI for the Police Department.

This purchase is within budget

Page 32

- D. Motion approving the purchase of vehicle accessories and installation for new Police patrol cars.

This purchase is within budget

Page 40

- V. PERSONAL APPEARANCES

VI. ORDINANCES

- A. Motion approving final reading of Bill No. 2016-103:
AN ORDINANCE AUTHORIZING AND APPROVING AN ADDITIONAL STATEMENT OF WORK TO THE ORIGINAL BLUEPRINCE AGREEMENT TO INTEGRATE "BLUEPRINCE PAYPAL" INTO THE EXISTING COMMUNITY DEVELOPMENT SOFTWARE CONTRACTOR BUNDLE.

Pass Fail

- B. Motion approving final reading of Bill No. 2016-104:
AN ORDINANCE APPROVING CONTINUED PARTICIPATION IN THE PUBLIC AUCTION SERVICES PROGRAM PARTNERSHIP WITH MID-AMERICA REGIONAL COUNCIL/KANSAS CITY REGIONAL PURCHASING COOPERATIVE UNDER THE TERMS AND CONDITION OF A YEARLY CONTRACT FOR AUCTION SERVICES AWARDED TO AFFILIATED AUCTIONEERS, LLC.

Pass Fail

- C. Motion approving final reading of Bill No. 2016-106:
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN AGREEMENT AWARD TO PYRAMID EXCAVATION & CONSTRUCTION, INC. FOR THE 155TH STREET SANITARY SEWER EXTENSION PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$239,087.

Additionally requested information attached

Page 51 Pass Fail

- D. Motion approving final reading of Bill No. 2016-107:
AN ORDINANCE AUTHORIZING AND APPROVING THE RE-APPROPRIATION AND REVISION OF THE CITY OF BELTON FISCAL YEAR 2017 ADOPTED CITY BUDGET IN THE SEWER IMPACT FEE FUND (460) TO INCREASE THE EXPENDITURE LINE ITEM FOR THE 155TH STREET SANITARY SEWER PROJECT IN THE AMOUNT OF THE \$39,087.

Pass Fail

- E. Motion approving final reading of Bill No. 2016-108:
AN ORDINANCE AUTHORIZING AND APPROVING AMENDMENTS TO APPENDIX B, TABLE 4. – SPEED ZONES OF THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI DESIGNATING SPEED LIMIT ON TOWNE CENTER DRIVE FROM MARKEY PARKWAY TO STATE HIGHWAY 58.

Pass Fail

- F. Motion approving final reading of Bill No. 2016-109:
AN ORDINANCE AUTHORIZING AND APPROVING AMENDING APPENDIX B, TABLE 4. – SPEED ZONES OF THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI DESIGNATING SPEED LIMITS ON PECULIAR DRIVE FROM STATE HIGHWAY 58 TO CUNNINGHAM INDUSTRIAL PARKWAY AND PECULIAR DRIVE FROM CUNNINGHAM INDUSTRIAL PARKWAY TO NORTH CASS PARKWAY.

Pass Fail

- G. Motion approving final reading of Bill No. 2016-110:
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL PUMP REPAIR AND SERVICE AGREEMENT WITH 1) COGENT, INC. (LEE MATHEWS/FLUID EQUIPMENT), 2) JCI INDUSTRIES, INC., AND 3) FTC EQUIPMENT, LLC, FOR A TERM OF ONE (1) YEAR WITH THE OPTION OF UP TO FOUR (4) ADDITIONAL ONE (1) YEAR RENEWALS AS ADVERTISED AND AWARDED BY THE CITY OF KANSAS CITY, MISSOURI.

Additionally requested information attached

Page 53 Pass Fail

- H. Motion approving final reading of Bill No. 2016-111:
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SIDEWALK AND BIKE BOX IMPROVEMENTS AGREEMENT FOR THE STP 3356 (403) BELTON NEXUS TRAIL PROJECT.

Pass Fail

- I. Motion approving first reading of Bill No. 2016-112:
AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT WITH OATS, INC.

Page 63 Pass Fail

- J. Motion approving both readings of Bill No. 2016-113:
AN ORDINANCE APPROVING THE 2017 INTERGOVERNMENTAL AGREEMENT WITH THE MID-AMERICA REGIONAL COUNCIL SOLID WASTE MANAGEMENT DISTRICT RELATING TO THE REGIONAL HOUSEHOLD HAZARDOUS WASTE PROGRAM.

Page 70 Pass Fail

- K. Motion approving both readings of Bill No. 2016-114:
AN ORDINANCE AUTHORIZING AND APPROVING A NETWORK SERVICES-SERVICE SUPPORT AGREEMENT (S&A) BETWEEN THE CITY OF BELTON AND C & C GROUP TO PROVIDE MAINTENANCE AND SERVICE TO THE FIRE DEPARTMENT'S PHONE SYSTEM.

Page 77 Pass Fail

- L. Motion approving both readings of Bill No. 2016-115:
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING RIGHT OF ENTRY AND SEWER CONNECTION TERMS AND CONDITIONS TO PROPERTY OUTSIDE BELTON, MISSOURI CITY LIMITS FOR BUILDING PERMITS IN REGARDS TO SEWER CONNECTIONS FOR PROPERTIES DESCRIBED AS LOTS 14 AND 15, BROOKWOOD, LOTS 1-19, A SUBDIVISION IN CASS COUNTY, MISSOURI.

Page 90 Pass Fail

- VII. RESOLUTIONS
- VIII. CITY COUNCIL LIAISON REPORTS
- IX. MAYOR'S COMMUNICATIONS
- X. CITY MANAGER'S REPORT
- XI. MOTIONS
- XII. OTHER BUSINESS
- XIII. Motion to enter Executive Session to discuss matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3, and that the record be closed.
- XIV. ADJOURN

SECTION IV

A

**MINUTES OF THE
BELTON CITY COUNCIL
PUBLIC HEARING AND REGULAR MEETING
OCTOBER 11, 2016
CITY HALL ANNEX
520 MAIN STREET
BELTON, MISSOURI**

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

A public hearing to determine if the following tax increment financing plans and the redevelopment projects associated with such plans are making satisfactory progress under the proposed time schedules contained within the approved plans for completing of the projects.

Jay Leipzig, Community and Economic Development Director, talked briefly about the Tax Increment Financing Districts (TIF). There is a five year reporting requirement per RSMo. 99.865. City staff, city attorney and the economic development staff have developed a very good program to keep everyone updated and informed. In the Council packets is a TIF report prepared by former Assistant City Manager Brad Foster, with an overview of the TIFs. In conformance with State Statute RSMo. 99.865, the public hearing notices were published four times, September 16, 23, 30, and October 7, 2016 in the Democrat Missourian. In accordance with that we have the affidavits of publication.

Mr. Leipzig said there are 6 active TIFs and he talked briefly about them. Two of the TIFs we will need to provide additional information. He went on to give a brief update on the 6 TIFs. The TIF report will be attached and made an official part of the minutes.

Belton Towne Center (Home Depot, Target, Kohl's)

- *TIF completed*
- *All public and private improvements completed*
- *Time line completed*
- *Blight finding cured*

Belton Marketplace (Starbucks, Petsmart, JoAnn's, Buffalo Wild Wings)

- *Public improvements complete*
- *Private improvements complete*
- *Blight finding cured*

Y Highway Marketplace (Price Chopper and Arvest Bank)

- *Still believe additional information should be provided to the Council*
- *Determination of satisfactory progress pending*
- *Further updates from developer - hopefully will have a report in November*
- *Pending until the end of the year*

Southtowne Plaza (Menards)

- *Determination of satisfactory progress pending updates from developers*
- *Time for performance is coming due and city is anticipating an amendment to the TIF in the near future*
- *Project slow to get started*
- *Scheduled to open possibly next Wednesday*

Y Belton Plaza (Academy Sports and Hobby Lobby)

- *Two phases - project area 1 and 2*
- *Project area 1 essentially complete*
- *Project area 2 is still in process – a lot of dirt being moved*
- *Vertical construction by the end of the year*
- *Moving forward*

Cedar Tree Shopping Center

- *Completely under construction*
- *Anchor tenant Brewbakers Bar and Grill – open before Thanksgiving*
- *Actively working on that and moving forward.*

Mr. Leipzig then took questions. Mayor Davis asked Ron Trivitt, City Manager, who will be responsible for the required hearings. Mr. Trivitt said a combination of staff, but he asked Mr. Leipzig to get familiar with all the TIFs and handle the presentation tonight. Mr. Leipzig and Megan McGuire, City Attorney, will make sure we are on tracks.

Councilman Trutzel said he feels it would be advantageous to give a quick summary on how many millions of dollars are being developed and how much is going into infrastructure. Mr. Leipzig said he can do that in the future. He doesn't have the specific dollar amount. Some of the information will be in our economic development report that will be published in the near future.

Being no public input the public hearing was declared closed at 7:09 P.M.

Mayor Davis called the regular meeting to order at 7:10 P.M.

Councilman VanWinkle led the pledge of allegiance to the flag.

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

CONSENT AGENDA:

Councilman Lathrop moved to approve the consent agenda consisting of **a motion approving the minutes of the September 27, 2016, City Council regular meeting; a motion approving R2016-37: A RESOLUTION FORMALLY ACCEPTING FREDDY'S FROZEN CUSTARD SEWER LINE EXTENSION; a motion approving R2016-38: A RESOLUTION APPROVING ZACHARY MATTEO, INTERIM PUBLIC WORKS DIRECTOR AND CITY ENGINEER, AS AUTHORIZED REPRESENTATIVE/DAILY CONTACT PERSON FOR THE CITY OF BELTON, MISSOURI WASTEWATER TREATMENT FACILITY (WWTF) SITE IMPROVEMENTS PROJECT FUNDED THROUGH MISSOURI WASTEWATER STATE REVOLVING FUND LOAN PROGRAM UNDER THE TERMS OF THE MISSOURI CLEAN WATER LAW; and a motion approving R2016-39: A RESOLUTION OF THE BELTON CITY COUNCIL APPOINTING MEMBERS TO THE BOARD OF DIRECTORS OF THE BELTON/RAYMORE INTERCHANGE TRANSPORTATION DEVELOPMENT DISTRICT.** Councilman Trutzel seconded. All present voted in favor. Councilman Savage absent. Consent agenda approved.

MOTIONS:

Councilman Lathrop moved to **approve a motion determining the redevelopment project described in the Belton Towne Center TIF Plan and submitted to the Belton City Council at the public hearing held on October 11, 2016, is making satisfactory progress under the proposed time**

schedule contained within the approved plans for completion of such project. Councilman Trutzel seconded. All present voted in favor. Councilman Savage absent. Motion carried.

Councilman Trutzel moved to **approve a motion determining the redevelopment project described in the Belton Marketplace TIF Plan and submitted to the Belton City Council at the public hearing held on October 11, 2016, is making satisfactory progress under the proposed time schedule contained within the approved plans for completion of such project.** Councilman Newell seconded. All present voted in favor. Councilman Savage absent. Motion carried.

Councilman Finn moved to **approve a motion determining the redevelopment project described in the Y Belton Plaza TIF Plan and submitted to the Belton City Council at the public hearing held on October 11, 2016, is making satisfactory progress under the proposed time schedule contained within the approved plans for completion of such project.** Councilman Peek seconded. All present voted in favor. Councilman Savage absent. Motion carried.

Councilman Trutzel moved to **approve a motion determining the redevelopment project described in the Cedar Tree Shopping Center TIF Plan and submitted to the Belton City Council at the public hearing held on October 11, 2016, is making satisfactory progress under the proposed time schedule contained within the approved plans for completion of such project.** Councilman Peek seconded. All present voted in favor. Councilman Savage absent. Motion carried.

PERSONAL APPEARANCES:

Diane Huckshorn – Executive Director of the Chamber of Commerce, was present to give an update on the recent Vintage Market Days September 16-18th. Mayor Davis asked her what the current membership is and Ms. Huckshorn said 315 members. Ms. Huckshorn thanked Carolyn Yatsook, Sally Smith and Valerie McCoy for their help with the event. Ms. Huckshorn said the event was held at the Lone Wolf Arena in Cleveland, Mo. The facility is a covered 90,000 square feet arena off of State Line Road. She said the wins for the city were:

- Favorable social media buzz and feedback
- Most, if not all, vendors had an exceptional show in terms of sales meaning those in attendance spent money
- Covered, turn-key venue with few physical and logistical challenges – most found the venue despite its rural location and mixed directions on Google maps
- Ample parking for the event, but will not support growth expected next March and October
- Very effective, passionate partnership with Belton Chamber of Commerce and City of Belton – excellent resource and very quick response.
- Event hosted by City of Belton/Chamber for vendors on Friday night on Main Street Moving forward to 2017 and beyond:
- Start sooner with advertising and partnership with Belton community
- Possible poster release event hosted by Downtown Belton
- A larger presence of Belton sponsors
- Use data from September show to have a more effective, targeted approach in the Belton/Raymore area
- Presence in local parades prior to future events
- Explore banner/billboard options more effectively

She introduced Ken Hendricks, promoter from Vintage Market Days, and he gave a brief update.

He said first and foremost he wanted to reiterate the community in Belton. He said his wife is the face of the business and he thanked Diane, Sally, Carolyn and Valerie for being a host city. Belton was kind to step in since Cleveland is a small community. There were 6,700 folks at event at Lone Wolf Arena and it was a huge win with lots of positive feedback.

There will be two events next year in March and October. We will have a lot more time to plan for the March event. He is looking forward to a continued partnership. He said he has some tickets for the November show in Wyandotte County November 11-13. He thanked Belton for the great event. Mayor Davis said it made a huge economic impact.

Councilman Peek asked how many vendors. He said there were 100 and 5 food trucks by design. Mayor Davis then asked Ms. Huckshorn when next big Chamber event is. She said Friday is the Pinktoberfest Golf Tournament in Grandview at River Oaks. If you don't want to golf you can make donations. Also, the Holiday Extravaganza at Belton High School and the annual turkey bowl. She said she appreciates the support.

ORDINANCES:

Patti Ledford, City Clerk, gave the first reading of Bill No. 2016-103: **AN ORDINANCE AUTHORIZING AND APPROVING AN ADDITIONAL STATEMENT OF WORK TO THE ORIGINAL BLUEPRINCE AGREEMENT TO INTEGRATE "BLUEPRINCE PAYPAL" INTO THE EXISTING COMMUNITY DEVELOPMENT SOFTWARE CONTRACTOR BUNDLE.** Presented by Councilman Trutzel, seconded by Councilman Finn. Councilman Trutzel said with checks going away, this is a move in the right direction. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

Ms. Ledford gave the first reading of Bill No. 2016-104: **AN ORDINANCE APPROVING CONTINUED PARTICIPATION IN THE PUBLIC AUCTION SERVICES PROGRAM PARTNERSHIP WITH MID-AMERICA REGIONAL COUNCIL/KANSAS CITY REGIONAL PURCHASING COOPERATIVE UNDER THE TERMS AND CONDITION OF A YEARLY CONTRACT FOR AUCTION SERVICES AWARDED TO AFFILIATED AUCTIONEERS, LLC.** Presented by Councilman Newell, seconded by Councilman Peek. Mayor Davis asked how many years has the City been doing this. Mr. Trivitt said 10-12 years with great success. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

Ms. Ledford gave the first reading of Bill No. 2016-105: **AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE MEMORANDUM OF AGREEMENT BETWEEN THE DRUG ENFORCEMENT ADMINISTRATION, KANSAS CITY DISTRICT OFFICE AND THE CITY OF BELTON, MISSOURI FOR THE USE OF THE CITY FIRING RANGE.** Presented by Councilman Trutzel, seconded by Councilman Peek. Police Chief James Person said this is similar to the agreement we have with Honeywell for security folks to do the training and they are paying us a fee - it's a good thing. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. **Councilman Lathrop moved to hear the final reading.** Councilman Finn seconded. All present voted in favor. The final reading was read. Presented by Councilman Peek, seconded by Councilman Finn. The Council was polled and the following vote recorded: Ayes: 8, Councilmen VanWinkle, Newell, Peek, Fletcher, Finn, Lathrop, Trutzel, and Mayor Davis; Noes: None; Absent: 1, Councilman Savage. Bill No. 2016-105, was declared passed and in full force and effect as Ordinance No. 2016-4269, subject to Mayoral veto.

Ms. Ledford gave the first reading of Bill No. 2016-106: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN AGREEMENT AWARD TO PYRAMID EXCAVATION & CONSTRUCTION, INC. FOR THE 155TH STREET SANITARY SEWER EXTENSION PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$239,087.** Presented by Councilman Trutzel, seconded by Councilman Peek. Councilman Lathrop asked if Grandview was participating in this. Mr. Trivitt said no. Zach Matteo, Interim Public Works Director, said we are taking three Belton residents off of septic systems and avoiding impacts to our waterline on the south side of the road improvements for Belton. This is related to the project but not improving

Grandview. Mr. Trivitt said part of the cost is necessary to pay for it and was approved at a previous council meeting. The Bill below will appropriate additional money to pay the remainder. The benefits of the project will benefit the water and street and is worth the investment. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

Ms. Ledford gave the first reading of Bill No. 2016-107: **AN ORDINANCE AUTHORIZING AND APPROVING THE RE-APPROPRIATION AND REVISION OF THE CITY OF BELTON FISCAL YEAR 2017 ADOPTED CITY BUDGET IN THE SEWER IMPACT FEE FUND (460) TO INCREASE THE EXPENDITURE LINE ITEM FOR THE 155TH STREET SANITARY SEWER PROJECT IN THE AMOUNT OF THE \$39,087.** Presented by Councilman Trutzel, seconded by Councilman Peek. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

Ms. Ledford gave first reading of Bill No. 2016-108: **AN ORDINANCE AUTHORIZING AND APPROVING AMENDMENTS TO APPENDIX B, TABLE 4. – SPEED ZONES OF THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI DESIGNATING SPEED LIMIT ON TOWNE CENTER DRIVE FROM MARKEY PARKWAY TO STATE HIGHWAY 58.** Presented by Councilman Lathrop, seconded by Councilman Finn. Police Chief James Person said the police department does not set the speed limits, it is done by engineers. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

Ms. Ledford gave the first reading of Bill No. 2016-109: **AN ORDINANCE AUTHORIZING AND APPROVING AMENDING APPENDIX B, TABLE 4. – SPEED ZONES OF THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI DESIGNATING SPEED LIMITS ON PECULIAR DRIVE FROM STATE HIGHWAY 58 TO CUNNINGHAM INDUSTRIAL PARKWAY AND PECULIAR DRIVE FROM CUNNINGHAM INDUSTRIAL PARKWAY TO NORTH CASS PARKWAY.** Presented by Councilman Newell, seconded by Councilman Finn. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

Ms. Ledford gave the first reading of Bill No. 2016-110: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL PUMP REPAIR AND SERVICE AGREEMENT WITH 1) COGENT, INC. (LEE MATHEWS/FLUID EQUIPMENT), 2) JCI INDUSTRIES, INC., AND 3) FTC EQUIPMENT, LLC, FOR A TERM OF ONE (1) YEAR WITH THE OPTION OF UP TO FOUR (4) ADDITIONAL ONE (1) YEAR RENEWALS AS ADVERTISED AND AWARDED BY THE CITY OF KANSAS CITY, MISSOURI.** Presented by Councilman Peek, seconded by Councilman Newell. Councilman Lathrop said he couldn't find in the agreement any dollar amounts. Zach Matteo, Interim Public Works Directors, said we are not asking for any money, it is under the task agreement and to use them on call in future. The rates are in the cooperative agreement with Kansas City. Mayor Davis asked the Council be provided a copy of the rate schedule in the future. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

Ms. Ledford gave the first reading of Bill No. 2016-111: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SIDEWALK AND BIKE BOX IMPROVEMENTS AGREEMENT FOR THE STP 3356 (403) BELTON NEXUS TRAIL PROJECT.** Presented by Councilman Finn, seconded by Councilman Peek. Mayor Davis asked if the Nexus trail includes Menards. Zach Matteo, Interim Public Works Director, said it runs next to Menards along Markey Parkway and can ride under I-49. Mayor Davis asked how far cyclist and joggers can go on the connection. Mr. Matteo said he doesn't know the distance but the park has a plan. Jay

Leipzig, Community and Economic Development Director, said the park master plan shows it going up oil creek to connect into Katy Trail system. Councilman Lathrop asked if this is a project with the Highway Department. Mr. Matteo said we are completing the project standard which includes a sidewalk on 58 and the city will maintain the sidewalk. Megan McGuire, City Attorney, said we are approving their agreement to abide by their rules and regulations. Mayor Davis asked if we are working with Raymore on the Nexus trail. Mr. Matteo said no, not on the Nexus trail. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

CITY COUNCIL LIAISON REPORTS:

Councilman Peek congratulated Memorial Park as they are now officially a level two arboretum through the arboretum program. They planted 500 trees. Mayor Davis extended congratulations to them stating it is a great honor.

MAYOR'S COMMUNICATIONS:

Mayor Davis congratulated Ron Trivitt, City Manager, on his 40 years of public service. Mr. Trivitt received recognition from the International City Manager's Association at their annual conference which was held in Kansas City this year. He said it is a tough job and we respect what Mr. Trivitt has done.

Red Ribbon week will kick off next week and there will be a breakfast this Friday at the police station from 7:30-9:00 A.M. Police Chief James Person said it is a week of drug and alcohol abuse messages and events sponsored across US. He gave a brief history of how it began. Belton Police, Belton Cares and the School District distribute red ribbons and highlight different programs. The Mayor will present a proclamation to honor the event. Chief Person said he along with the late Representative Ed Hartzler, Dodie Maurer, and Dr. Kenny Southwick started Belton Cares in 1989 which then started the after graduation parties. Chief Person remembered one year tying red ribbons up and down Main Street with Representative Hartzler. He invited anyone to attend the breakfast Friday morning at the Police Station. There will be a soccer game next Friday at Southwick Stadium and they will serve hot dogs and chips. Mayor Davis said it is a great cause.

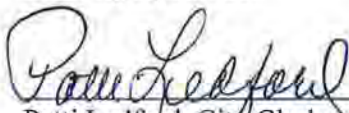
Mayor Davis mentioned November 11th is Veteran's Day and Hy-Vee will host a breakfast. It is a big deal and there is a sense of excitement about veterans; the same day the school will host its annual Senior Citizen Thanksgiving dinner.

OTHER BUSINESS:

Letter of support to the Missouri Housing Development Commission for the Compass Health Network, Cass Pointe Apartments project. Letter of support fails due to lack of a motion.

At 7:43 P.M., Councilman Trutzel moved to enter Executive Session to discuss matters pertaining to leasing, purchase or sale of real estate by a public governmental body, according to Missouri Statute 610.021.2 and that the record be closed. Councilman Peek seconded. All present voted in favor. Councilman Savage absent. The following vote was recorded; Ayes: 8, Mayor Davis, Councilmen Peek, Newell, Finn, Fletcher, Lathrop, Trutzel, and VanWinkle; Noes: None; Absent: 1, Councilman Savage.

The Council returned from Executive Session at 8:15 P.M. Being no further business, Councilman Lathrop moved to adjourn. Councilman Peek seconded. All voted in favor. Councilman Savage absent. Meeting adjourned.


Patti Ledford, City Clerk

**MINUTES OF THE
BELTON CITY COUNCIL
SPECIAL MEETING
OCTOBER 18, 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 Ryan Finn, Jeff Fletcher, Gary Lathrop, Bob Newell, Lorrie, Peek, Tim Savage, Chet Trutzel, and Dean VanWinkle. Also present: Ron Trivitt, City Manager; Megan McGuire, City Attorney; and Patti Ledford, City Clerk.

ORDINANCES:

Patti Ledford, City Clerk, gave the final reading of Bill No. 2009-07: **AN ORDINANCE APPROVING AND DESIGNATING REDEVELOPMENT PROJECT 1 OF THE SOUTHTOWNE PLAZA TAX INCREMENT FINANCING REDEVELOPMENT PLAN AS A REDEVELOPMENT PROJECT AND ADOPTING TAX INCREMENT FINANCING THEREIN.** Presented by Councilman Trutzel, seconded by Councilman Lathrop. The Council was polled and the following vote recorded: Ayes: 9, Mayor Jeff Davis, Councilmen Savage, Finn, Newell, Peek, Fletcher, Lathrop, Trutzel, and VanWinkle; Noes: None; Absent: None. Bill No. 2009-07 was declared passed and in full force and effect as Ordinance No. 2016-4270, subject to Mayoral veto.

Mayor Davis adjourned the special meeting at 7:01 P.M.

Meeting adjourned.


Patti Ledford, City Clerk

Jeff Davis, Mayor

SECTION IV

B

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

COURT DATES: 9/7/16; 9/14/16; 9/21/16; 9/28/16


MUNICIPAL JUDGE

10/3/16
DATE

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

CITY CLERK

DATE



Payment Plan Reports *Collected*

Belton

Monday, October 3, 2016 3:23 PM

Payment Detail Listing From 09/01/2016 - 09/30/2016

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid
PP0000285	DAVIS, STELLA M	09/19/2016	415250	R00032908	140789816-1	\$35.00
PP0000285 Totals:						\$35.00
PP0000363	LANIER, LATRINA SHERELL	09/24/2016	415527		140790036-1	\$38.00
PP0000363 Totals:						\$38.00
PP0000380	SPITLER, LINDA LEE	09/28/2016	415774	R00033082	140789117-1	\$15.00
PP0000380 Totals:						\$15.00
PP0000393	LIGGINS, CARTEZ DEVON	09/19/2016	415269	R00032920	081133733-1	\$50.00
PP0000393 Totals:						\$50.00
PP0000412	SELLNER, DEREK MICHAEL	09/14/2016	414905	R00032800	140792586-1	\$20.00
PP0000412 Totals:						\$20.00
PP0000431	BREITWEISER, ANGELIC MARIE	09/10/2016	414691	R00032693	121165493-1	\$20.00
PP0000431 Totals:						\$20.00
PP0000444	HOWELL, BROOKE A	09/06/2016	414333	R00032532	140792570-1	\$100.00
PP0000444 Totals:						\$100.00
PP0000576	WELLMANN, AMBER ELLEN	09/14/2016	415003	R00032836	140794293-1	\$10.00
PP0000576 Totals:						\$10.00
PP0000591	ROUSE, JOSHUA MICHAEL	09/23/2016	415512	R00032992	140791315-1	\$100.00
PP0000591 Totals:						\$100.00
PP0000627	BARRERA, ALEJANDRO JOSEPH	09/25/2016	415529		140794776-1	\$50.00
PP0000627 Totals:						\$50.00
PP0000635	STOKES, TERRY MICHAEL	09/28/2016	415784		140791312-1	\$100.00
		09/28/2016	415784		140792452-1	\$50.00
* PP0000635 Totals:						\$150.00
PP0000652	STORM, HEATHER DAYLE	09/14/2016	414904	R00032798	140791241-1	\$20.00
PP0000652 Totals:						\$20.00
PP0000654	CAIN, JAMISON MATTHEW	09/05/2016	414195	R00032516	101900190-1	\$50.00
PP0000654 Totals:						\$50.00
PP0000660	GAUG, JAMES LEE	09/08/2016	414634	R00032652	140794828-1	\$20.00
PP0000660 Totals:						\$20.00
PP0000679	KATES, SHAWNA R	09/12/2016	414755	R00032713	140794097-1	\$50.00
PP0000679 Totals:						\$50.00
PP0000718	MIERMASTER, STEVEN E	09/01/2016	414110	R00032468	140796709-1	\$1.00
		09/01/2016	414110	R00032468	140796711-1	\$49.00
PP0000718 Totals:						\$50.00
PP0000724	GREGG, JO LEE	09/23/2016	415516	R00033000	140797542-1	\$20.00
PP0000724 Totals:						\$20.00
PP0000729	JONES, DASMOND R	09/26/2016	415588	R00033012	140796528-1	\$50.00
PP0000729 Totals:						\$50.00
PP0000737	MCCOY, GAGE ALLAN	09/07/2016	414447	R00032610	140793635-1	\$10.00
		09/07/2016	414447	R00032610	140791743-1	\$70.00
PP0000737 Totals:						\$80.00
PP0000738	KEITH, CYNTHIA DENISE	09/02/2016	414154	R00032487	121165021-1	\$25.00
PP0000738 Totals:						\$25.00
PP0000750	HILL, MICHAEL SCOTT	09/06/2016	414354	R00032560	140794927-1	\$70.00
		09/13/2016	414783	R00032737	140794927-1	\$40.00
		09/28/2016	415746	R00033074	140794927-1	\$65.00
PP0000750 Totals:						\$175.00

* Indicates an overpayment was made on the Payment Plan

PP0000775	SHIFFER, WILLIAM M	09/06/2016	414330	R00032530	140794385-1	\$25.00
PP0000775 Totals:						\$25.00
PP0000783	JACKSON, AQUEELAH	09/15/2016	415087	R00032856	140796155-1	\$40.00
PP0000783 Totals:						\$40.00
PP0000806	KEATING, CAROLE ANNE	09/01/2016	414085	R00032453	140793901-1	\$85.00
PP0000806 Totals:						\$85.00
PP0000825	BLANSETT, SAMANTHA A	09/12/2016	414752	R00032710	140797676-1	\$50.00
PP0000825 Totals:						\$50.00
PP0000830	HUMMEL, BRANDIE MICHELLE	09/23/2016	415513	R00032993	140797707-1	\$113.00
PP0000830 Totals:						\$113.00
PP0000834	SIMS, ALYSIA MONIQUE	09/01/2016	414092	R00032458	140796677-1	\$50.00
PP0000834 Totals:						\$50.00
PP0000839	CARROLL, SKYLA MARSHELLE	09/28/2016	415728		140795042-1	\$75.00
PP0000839 Totals:						\$75.00
PP0000853	HALL, DEEAN SUE	09/06/2016	414356	R00032549	140795753-1	\$21.50
PP0000853 Totals:						\$21.50
PP0000865	SHIELDS, RHAMAN D'ANDRE	09/27/2016	415658	R00033045	140798270-1	\$150.00
PP0000865 Totals:						\$150.00
PP0000866	MURAR, MAURA ANNE	09/14/2016	414902	R00032789	140792233-1	\$75.00
PP0000866 Totals:						\$75.00
PP0000876	RESENDIZ-MARQUEZ, JOSE LUIS	09/06/2016	414368	R00032573	140797834-1	\$40.00
PP0000876 Totals:						\$40.00
PP0000896	TURNER, ANGELA J	09/08/2016	414604	R00032647	140796776-1	\$50.00
PP0000896 Totals:						\$50.00
PP0000898	ROBERTS, MICHAEL ASHLEY	09/14/2016	414870	R00032767	140795897-1	\$79.50
		09/14/2016	414870	R00032767	140795896-1	\$104.50
PP0000898 Totals:						\$184.00
PP0000899	GILMORE, MELANIE K	09/07/2016	414402	R00032588	140799664-1	\$20.00
PP0000899 Totals:						\$20.00
PP0000906	BLACK, BRANDON LLOYD	09/23/2016	415519	R00033003	140797213-1	\$40.00
PP0000906 Totals:						\$40.00
PP0000918	PAXTON, HEATHER DAWN	09/26/2016	415626	R00033035	140791414-1	\$150.00
PP0000918 Totals:						\$150.00
PP0000924	ATCHISON, CHEYENNE RENEE	09/01/2016	414109	R00032467	140799611-1	\$50.00
PP0000924 Totals:						\$50.00
PP0000926	JONES, TAJALA RENA	09/06/2016	414339	R00032545	140796436-1	\$50.00
PP0000926 Totals:						\$50.00
PP0000931	SIMS, MONTEL CORWON	09/16/2016	415104	R00032858	140791405-1	\$125.00
PP0000931 Totals:						\$125.00
PP0000939	COATES, DEAN ADAM	09/09/2016	414676	R00032686	140797159-1	\$60.00
PP0000939 Totals:						\$60.00
PP0000942	FORD, DEREK T	09/28/2016	415771	R00033081	121166240-1	\$5.00
PP0000942 Totals:						\$5.00
PP0000945	CLARK, KENDALE JOHN	09/22/2016	415466	R00032976	140797175-1	\$29.00
PP0000945 Totals:						\$29.00
PP0000948	HARRIS, TERRENCE KATRAYLE	09/28/2016	415729	R00033066	140798347-1	\$75.00
PP0000948 Totals:						\$75.00
PP0000954	STALLINGS, DARRIN M	09/28/2016	415730	R00033067	140799150-1	\$90.00
PP0000954 Totals:						\$90.00
PP0000955	BOWIE, JOSHUA RYAN	09/07/2016	414536	R00032637	140799580-1	\$20.00
		09/22/2016	415470	R00032979	140799580-1	\$50.00
PP0000955 Totals:						\$70.00
PP0000956	BROWN, JACLYN MAE	09/01/2016	414114	R00032472	140801034-1	\$25.00
PP0000956 Totals:						\$25.00
PP0000958	DIPASQUALE, NATHANAEL CLAY	09/15/2016	415080	R00032848	140789494-1	\$50.00
PP0000958 Totals:						\$50.00

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PP0000961	ULMO, NATHANIEL JARED	09/14/2016	414899	R00032786	140792196-1	\$50.00
PP0000961 Totals:						\$50.00
PP0000968	CONNELY, RICHARD STEPHEN	09/06/2016	414348	R00032554	140795915-1	\$25.00
		09/19/2016	415256	R00032913	140795915-1	\$25.00
PP0000968 Totals:						\$50.00
PP0000969	LAWRIE, MATTHEW THOMAS JR	09/20/2016	415291	R00032924	140799171-1	\$75.00
PP0000969 Totals:						\$75.00
PP0000970	HANSEN, KAITLYN MARIE	09/08/2016	414551	R00032646	140796980-1	\$35.00
		09/21/2016	415317	R00032940	140796980-1	\$15.00
PP0000970 Totals:						\$50.00
PP0000973	BROWN, KESHA RENEE	09/07/2016	414403	R00032589	140791426-1	\$10.00
PP0000973 Totals:						\$10.00
PP0000974	BRIDGMAN, MARGO L	09/02/2016	414146	R00032481	140799166-1	\$75.00
		09/02/2016	414146	R00032481	140799119-1	\$150.00
* PP0000974 Totals:						\$225.00
PP0000976	MOORE, JOSHUA ALEN	09/23/2016	415520	R00033004	140793886-1	\$60.00
PP0000976 Totals:						\$60.00
PP0000981	DAVIS, VIKTOR DEVONTE	09/15/2016	415081	R00032850	140795926-1	\$193.00
* PP0000981 Totals:						\$193.00
PP0000982	VAUGHN, KYLEE M	09/07/2016	414449	R00032612	140796489-1	\$25.00
		09/14/2016	414911	R00032802	140796489-1	\$25.00
PP0000982 Totals:						\$50.00
PP0000983	PERRY, JOHN ANTHONY	09/01/2016	414107	R00032465	140790344-1	\$50.00
		09/15/2016	415079	R00032847	140790344-1	\$50.00
PP0000983 Totals:						\$100.00
PP0000985	CASTO, LESLEY ANN	09/13/2016	414807	R00032741	140798366-1	\$60.00
PP0000985 Totals:						\$60.00
PP0000987	HARRIS, GERALD RAYMOND II	09/02/2016	414134	R00032474	070758287-1	\$12.00
		09/02/2016	414134	R00032474	070758280-1	\$168.00
		09/30/2016	415882	R00033107	070758287-1	\$180.00
PP0000987 Totals:						\$360.00
PP0000990	OLSON, CLARISSA MARIE	09/02/2016	414168	R00032498	140798248-1	\$44.00
		09/20/2016	415290	R00032923	140798248-1	\$24.00
PP0000990 Totals:						\$68.00
PP0000991	HAMILTON, LAQUITA RANEE	09/07/2016	414550	R00032645	140802329-1	\$20.00
PP0000991 Totals:						\$20.00
PP0000993	ALEXANDER, LATASHA MONAY	09/28/2016	415625	R00033034	140799439-1	\$100.00
PP0000993 Totals:						\$100.00
PP0000995	TYLER, JENNIFER LEE	09/26/2016	415613	R00033023	140801120-1	\$40.00
PP0000995 Totals:						\$40.00
PP0000999	WEAVER, JESSICA LYNNE	09/02/2016	414176	R00032505	140796151-1	\$100.00
PP0000999 Totals:						\$100.00
PP0001003	WASHINGTON, SYLVESTER B	09/12/2016	414764	R00032719	140800068-1	\$30.00
		09/19/2016	415252	R00032910	140800068-1	\$30.00
PP0001003 Totals:						\$60.00
PP0001008	POSEY, MICHAEL S	09/19/2016	415227	R00032886	140795948-1	\$125.00
* PP0001008 Totals:						\$125.00
PP0001010	EAST, JARED A	09/06/2016	414350	R00032555	140799961-1	\$225.00
* PP0001010 Totals:						\$225.00
PP0001011	HARP, ANNE FAITH	09/06/2016	414360	R00032566	140796499-1	\$40.00
PP0001011 Totals:						\$40.00
PP0001016	AULT, JUSTIN AARON	09/20/2016	415302	R00032934	140792353-1	\$20.00
PP0001016 Totals:						\$20.00
PP0001017	BESSENBACHER, JASON SETH	09/21/2016	415383	R00032969	140798105-1	\$25.00
PP0001017 Totals:						\$25.00
PP0001021	ROPER, JANET SUE	09/09/2016	414856	R00032661	140801141-1	\$25.00

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PP0001021	ROPER, JANET SUE	09/27/2016	415651	R00033041	140801142-1	\$8.00
PP0001021 Totals:						\$33.00
PP0001023	EVERETT, JOSEPH DALTON	09/22/2016	415474	R00032981	140796484-1	\$10.00
PP0001023 Totals:						\$10.00
PP0001024	JOHNSON, BRIAN KEITH	09/09/2016	414672	R00032683	140796307-1	\$10.00
PP0001024 Totals:						\$10.00
PP0001028	CLARY, KENNETH LEE JR	09/21/2016	415318	R00032941	140798621-1	\$50.00
PP0001028 Totals:						\$50.00
PP0001034	FOUST, BRENT A	09/06/2016	414369	R00032574	140797431-1	\$63.00
* PP0001034 Totals:						\$63.00
PP0001037	POTTER, MELISSA L	09/20/2016	415294	R00032927	140795987-1	\$20.00
PP0001037 Totals:						\$20.00
PP0001038	HUTCHENS, MERINDA SUE	09/26/2016	415623		140797240-1	\$56.50
PP0001038 Totals:						\$56.50
PP0001040	HAYES, AMANDA BETH	09/26/2016	415614	R00033024	140798636-1	\$20.00
PP0001040 Totals:						\$20.00
PP0001041	STEELE, SETH A	09/30/2016	415937		140795893-1	\$175.00
PP0001041 Totals:						\$175.00
PP0001043	PAARMAN, GREG E	09/26/2016	415628		140799616-1	\$60.00
PP0001043 Totals:						\$60.00
PP0001048	WARREN, CHERYL CATHRINEANN	09/02/2016	414140	R00032475	140800563-1	\$15.00
		09/09/2016	414657	R00032662	140800563-1	\$15.00
		09/16/2016	415105	R00032859	140800563-1	\$15.00
		09/23/2016	415496		140800563-1	\$22.00
PP0001048 Totals:						\$67.00
PP0001050	RHODES, BRITTANY NICOLE	09/01/2016	414084	R00032452	140799917-1	\$100.00
PP0001050 Totals:						\$100.00
PP0001053	OGLETREE, KARRA RENAE	09/03/2016	414179	R00032507	140802217-1	\$50.00
PP0001053 Totals:						\$50.00
PP0001056	BAKER, BRETT MICHAEL	09/08/2016	414642	R00032658	140799929-1	\$9.00
		09/08/2016	414642	R00032658	140799930-1	\$104.50
PP0001056 Totals:						\$113.50
PP0001057	YARNELL, JUDY ELDEAN	09/30/2016	415880		140802155-1	\$50.00
PP0001057 Totals:						\$50.00
PP0001058	RADO, STEVEN ANDREW	09/07/2016	414448	R00032611	140801078-1	\$129.00
PP0001058 Totals:						\$129.00
PP0001059	LOONEY, HAILEE ALEXIS	09/06/2016	414366	R00032571	140800626-1	\$50.00
PP0001059 Totals:						\$50.00
PP0001063	MCAVOY, GARRETT THOMAS	09/12/2016	414742	R00032701	140798814-1	\$50.00
PP0001063 Totals:						\$50.00
PP0001064	HOBBS, BRENTON LEE	09/14/2016	414896	R00032783	140802032-1	\$63.00
PP0001064 Totals:						\$63.00
PP0001065	HASSELL, RITA JEAN	09/26/2016	415624	R00033033	140800630-1	\$15.00
PP0001065 Totals:						\$15.00
PP0001068	PARKER, REBECCA MICHEL	09/02/2016	414156	R00032489	140799830-1	\$40.00
		09/14/2016	415019	R00032840	140799830-1	\$40.00
PP0001068 Totals:						\$80.00
PP0001074	WORSLEY, DARLA SUE	09/26/2016	415605		140800048-1	\$100.00
PP0001074 Totals:						\$100.00
PP0001075	GOUCHER, TREVOR ALLEN	09/21/2016	415356	R00032962	140798658-1	\$129.00
PP0001075 Totals:						\$129.00
PP0001077	CANTU, CHRISTOPHER ALEXANDER	09/29/2016	415871		140799348-1	\$37.50
		09/29/2016	415872		140799348-1	\$2.50
PP0001077 Totals:						\$40.00
PP0001079	ABERNATHEY, HEATHER ELISE	09/05/2016	414200	R00032518	140795978-1	\$13.00
		09/05/2016	414200	R00032518	140795979-1	\$87.00

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PP0001079	ABERNATHEY, HEATHER ELISE	09/20/2016	415305	R00032937	140795979-1	\$113.00
PP0001079 Totals:						\$213.00
PP0001080	TILLMON, DERON L	09/20/2016	415307	R00032939	140802051-1	\$60.00
PP0001080 Totals:						\$60.00
PP0001081	HODGE, EDWARD CORDELL III	09/02/2016	414177	R00032506	140802189-1	\$150.00
		09/02/2016	414177	R00032506	140802188-1	\$125.00
PP0001081 Totals:						\$275.00
PP0001084	EVANS, JOHNNY LEE	09/01/2016	414091	R00032457	140801555-1	\$50.00
		09/29/2016	415869	R00033094	140801555-1	\$50.00
PP0001084 Totals:						\$100.00
PP0001086	BELL, KENNETH E III	09/13/2016	414809	R00032743	140795947-1	\$50.00
PP0001086 Totals:						\$50.00
PP0001088	VERHELLE, GABRIAL RAE	09/22/2016	415457	R00032975	140799381-1	\$50.00
PP0001088 Totals:						\$50.00
PP0001089	HANTAK, KATE E	09/09/2016	414678	R00032688	140795996-1	\$40.00
PP0001089 Totals:						\$40.00
PP0001090	WATERS, CRYSTAL JUNE	09/01/2016	414112	R00032470	140797199-1	\$100.00
* PP0001090 Totals:						\$100.00
PP0001091	GOUCHER, GILBERT DEAN JR	09/02/2016	414153	R00032486	140799844-1	\$25.00
		09/16/2016	415107	R00032861	140799844-1	\$75.00
		09/30/2016	415921	R00033125	140799844-1	\$41.00
PP0001091 Totals:						\$141.00
PP0001095	SCALA, BRITTANY SUEANN	09/06/2016	414335	R00032534	121162157-1	\$25.00
PP0001095 Totals:						\$25.00
PP0001100	BROOKS, BUFORD P	09/29/2016	415868	R00033093	101904104-1	\$100.00
PP0001100 Totals:						\$100.00
PP0001101	FRANKEN, WILLIAM DUSTIN	09/28/2016	415755	R00033079	140799057-1	\$120.00
PP0001101 Totals:						\$120.00
PP0001107	MORASCH, TAEOR JVONN	09/30/2016	415908	R00033114	140799268-1	\$100.00
PP0001107 Totals:						\$100.00
PP0001112	SMITH, APRIL KAITLYN	09/09/2016	414677	R00032887	140802191-1	\$75.00
PP0001112 Totals:						\$75.00
PP0001115	LOUTHAN, DANA MARIE	09/10/2016	414688	R00032692	140798308-1	\$181.00
		09/24/2016	415526		140798308-1	\$44.00
		09/24/2016	415526		140798307-1	\$56.00
PP0001115 Totals:						\$281.00
PP0001117	GREEN, KARON D	09/16/2016	415109	R00032863	140798458-1	\$20.00
		09/29/2016	415873		140798458-1	\$20.00
PP0001117 Totals:						\$40.00
PP0001119	CHELELGO, MONICA	09/12/2016	414740	R00032698	140794519-1	\$40.00
		09/12/2016	414741	R00032700	140794519-1	\$10.00
		09/29/2016	415870	R00033095	140794519-1	\$50.00
PP0001119 Totals:						\$100.00
PP0001121	HUTCHISON, TANNA LOUISE	09/26/2016	415629		140802054-1	\$25.00
PP0001121 Totals:						\$25.00
PP0001123	GOMEZ, BRIAR L	09/16/2016	415108	R00032862	140804099-1	\$50.00
		09/30/2016	415936	R00033131	140804099-1	\$50.00
PP0001123 Totals:						\$100.00
PP0001128	ROVIROSA, ALEXANDER CHRISIAN	09/29/2016	415826		140801189-1	\$35.00
PP0001128 Totals:						\$35.00
PP0001130	HOLLOWAY, SHERYL ANN	09/07/2016	414511	R00032632	140796017-1	\$60.00
		09/21/2016	415323	R00032946	140796017-1	\$47.00
PP0001130 Totals:						\$107.00
PP0001131	TAYLOR, VICTOR E JR	09/07/2016	414512	R00032633	140799996-1	\$100.00
PP0001131 Totals:						\$100.00

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PP0001134	SNARGRASS, ANDREW J	09/30/2016	415933		140803531-1	\$113.00
		09/30/2016	415933		140803532-1	\$87.00
PP0001134 Totals:						\$200.00
PP0001136	BETTELYOUN, TINA MARIE	09/16/2016	415120	R00032870	140802539-1	\$50.00
		09/30/2016	415932	R00033127	140802539-1	\$50.00
PP0001136 Totals:						\$100.00
PP0001138	JONES, LAWRENCE E JR	09/16/2016	415135	R00032882	140796315-1	\$75.00
		09/30/2016	415934	R00033129	140796316-1	\$51.00
		09/30/2016	415934	R00033129	140796315-1	\$24.00
PP0001138 Totals:						\$150.00
PP0001139	GRANT, JQUAN R	09/13/2016	414834	R00032753	140802633-1	\$113.00
		09/13/2016	414834	R00032753	140802634-1	\$37.00
		09/27/2016	415630		140802634-1	\$150.00
PP0001139 Totals:						\$300.00
PP0001145	PAES, BROGEN K	09/09/2016	414675	R00032685	140802631-1	\$123.00
PP0001145 Totals:						\$123.00
PP0001146	ELMORE, KIMSEY ANN	09/13/2016	414778	R00032735	140798792-1	\$50.00
		09/20/2016	415297	R00032930	140798792-1	\$50.00
		09/26/2016	415627		140798792-1	\$50.00
PP0001146 Totals:						\$150.00
PP0001151	RODGERS, STEFANIE ROBYN	09/07/2016	414545	R00032642	140801109-1	\$77.00
		09/07/2016	414545	R00032642	140801108-1	\$123.00
PP0001151 Totals:						\$200.00
PP0001153	ARMAND, RACHAEL L	09/12/2016	414737	R00032697	140799725-1	\$50.00
		09/23/2016	415501	R00032986	140799725-1	\$63.00
* PP0001153 Totals:						\$113.00
PP0001155	KING, ANGELA M	09/22/2016	415428	R00032973	140802696-1	\$50.00
PP0001155 Totals:						\$50.00
PP0001158	SMITH, JEREMY JARON	09/14/2016	414953	R00032817	140799427-1	\$100.00
PP0001158 Totals:						\$100.00
PP0001159	EDMONDS, MASON KYLE	09/14/2016	414955	R00032818	140796501-1	\$55.00
PP0001159 Totals:						\$55.00
PP0001161	RODGERS, DAYLYNN-PAIGE M	09/16/2016	415112	R00032865	140802084-1	\$225.00
PP0001161 Totals:						\$225.00
PP0001164	COTTER, JEFFREY LYNN	09/27/2016	415695	R00033053	140802138-1	\$50.00
PP0001164 Totals:						\$50.00
PP0001165	HERRON, KEVIN ANDRE SR	09/16/2016	415139	R00032884	140800757-1	\$125.00
		09/30/2016	415935	R00033130	140800757-1	\$50.00
PP0001165 Totals:						\$175.00
PP0001167	MULLER, MICHAEL SCOTT	09/30/2016	415881	R00033106	140799094-1	\$100.00
PP0001167 Totals:						\$100.00
PP0001170	SMITH, MICAH R	09/14/2016	414993	R00032830	140802328-1	\$60.00
		09/22/2016	415475		140802328-1	\$63.00
		09/22/2016	415475		140802327-1	\$87.00
PP0001170 Totals:						\$210.00
PP0001171	HALL, KAYLA ARLEAN	09/14/2016	414995	R00032831	140801586-1	\$40.00
		09/16/2016	415126	R00032880	140801586-1	\$97.00
		09/16/2016	415126	R00032880	140802372-1	\$3.00
		09/30/2016	415876	R00033101	140802372-1	\$100.00
PP0001171 Totals:						\$240.00

Report Totals

\$11,343.50

* Indicates an overpayment was made on the Payment Plan



My Filed Or Closed Cases Listing

Belton

10/3/2016 2:53:16 PM

Totals For Filed Date From 09/01/2016 To 09/30/2016

Posted Fee Totals For Posted Date From 09/01/2016 To 09/30/2016

Violations By Filed Date

City Ordinance	193
IPMC CODE	1
MOVING TRAFFIC	332
Parking	2
Traffic	128
Total Violations Filed:	656

Violations Completed-Paid Fines By Filed Date

CL-CLOSED FOUND GUILTY

MOVING TRAFFIC	149
Parking	1
Traffic	89
CL	239
Total Violations Completed-Paid Fines:	239

Violations Completed-Before Judge By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	56
MOVING TRAFFIC	61
Traffic	141
UNUSED	1
CL	259

D\$-DISMISSED SC PP RECALCULATED/PAID

City Ordinance	29
D\$	29



My Filed Or Closed Cases Listing

Belton

10/3/2016 2:53:16 PM

Totals For Filed Date From 09/01/2016 To 09/30/2016

Posted Fee Totals For Posted Date From 09/01/2016 To 09/30/2016

Violations Completed-Before Judge By Filed Date

DC-Dismissed by Complainant

City Ordinance	1	
DC		1

DI-CLOSED BY SIS

City Ordinance	8	
MOVING TRAFFIC	6	
UNUSED	2	
DI		16

DJ-Dismissed by Judge

22 City Ordinance	6	
DJ		6

DP-Dismissed by Prosecutor

City Ordinance	18	
MOVING TRAFFIC	37	
Traffic	3	
DP		58

DW-DISMISSED NO WITNESS

City Ordinance	12	
IPMC CODE	10	
DW		22

DX-FOUND NOT GUILTY AT TRIAL

City Ordinance	4	
MOVING TRAFFIC	47	



My Filed Or Closed Cases Listing

Belton

10/3/2016 2:53:16 PM

Totals For Filed Date From 09/01/2016 To 09/30/2016

Posted Fee Totals For Posted Date From 09/01/2016 To 09/30/2016

Violations Completed-Before Judge By Filed Date

Traffic	3	
DX		54
Total Violations Completed-Before Judge:		445

Violations Completed-Other By Filed Date

DO-DISMISSSED BY OFFICER

City Ordinance	1	
MOVING TRAFFIC	6	
Traffic	1	
DO		8

DS-DISMISSSED STATE CHARGES

City Ordinance	1	
MOVING TRAFFIC	3	
DS		4
Total Violations Completed-Paid Fines:		12

Total Violations Completed-Paid Fines:	239
Total Violations Completed-Before Judge:	445
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	12
Total Violations Completed:	696
Total Violations Filed:	656
Net Difference Filed - Completed:	-40



My Filed Or Closed Cases Listing

Belton

10/3/2016 2:53:16 PM

Totals For Filed Date From 09/01/2016 To 09/30/2016

Posted Fee Totals For Posted Date From 09/01/2016 To 09/30/2016

Warrants Issued

City Ordinance	122		
IPMC CODE	2		
MOVING TRAFFIC	134		
Traffic	48		
Total Warrants Issued:	306	Total Violations:	306

Warrants Cleared

City Ordinance	91		
MOVING TRAFFIC	80		
Traffic	44		
Total Warrants Cleared:	215	Total Violations:	215

²⁴ Total Warrants Issued:	306		
Total Warrants Cleared:	215		
Net Difference:	91		

Violations Completed-Other Paid By Filed Date

AJ-SUSPENDED IMPOSITION OF SENTEN

MOVING TRAFFIC	3		
AJ		3	

CD-Completion date for school(s)

City Ordinance	1		
MOVING TRAFFIC	1		
CD		2	

CL-CLOSED FOUND GUILTY



My Filed Or Closed Cases Listing

Belton

10/3/2016 2:53:16 PM

Totals For Filed Date From 09/01/2016 To 09/30/2016

Posted Fee Totals For Posted Date From 09/01/2016 To 09/30/2016

Violations Completed-Other Paid By Filed Date

Traffic	4	
CL		4
CN-Continued Arraignment		
MOVING TRAFFIC	1	
CN		1
EX-Extension of time to pay		
City Ordinance	1	
EX		1
PP-Payment plan		
City Ordinance	26	
MOVING TRAFFIC	50	
Traffic	19	
UNUSED	1	
PP		96
WI-Warrant Issued		
City Ordinance	7	
MOVING TRAFFIC	2	
Traffic	1	
WI		10
Total Violations Completed-Other Paid:		117

25



My Filed Or Closed Cases Listing

Belton

10/3/2016 2:53:16 PM

Posted Fee Totals For Posted Date From 09/01/2016 To 09/30/2016

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$2,945.00
CC (76)	COURT COSTS	\$5,076.60
CN (CA)	COURT NOTIFICATION AUTOMATION	\$921.25
CVC2 (74)	CRIME VICTIMS CITY	\$169.83
CVS2 (CV)	CRIME VICTIMS STATE	\$3,491.12
DM (82)	DOMESTIC VIOLENCE	\$916.00
DWI (77)	DWI RECOVERY COST	\$100.00
FINE (76)	FINE	\$65,107.27
ILFC (83)	ILF- CITY	\$493.98
IS (IS)	INMATE SECURITY FUND	\$915.00
RST (RS)	RESTITUTION	\$250.00
SBF (84)	SURETY BOND FORFEITURE	\$475.00
SR (SR)	SHERIFF RETIREMENT	\$1,468.93
TFC (78)	TRAINING FUND CITY	\$927.37
TFS (81)	TRAINING FUND STATE	\$489.65

Report Totals:	\$83,747.00
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MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

I. COURT INFORMATION		Contact information same as last report <input checked="" type="checkbox"/>	
Municipality:	Belton	Reporting Period: 9/2016	
Mailing Address:	7001 E. 163rd St. Belton 64012	Software Vendor: Tyler Technologies	
Physical Address:	7001 E. 163rd St. Belton 64012	County: CASS COUNTY	Circuit: 17
Telephone Number:	(816) 331-2798	Fax Number: (816) 348-4439	
Prepared by: Laura Ellis	E-mail Address: beltoncourts@beltonpd.org	iNotes <input checked="" type="checkbox"/>	
Municipal Judge(s) CHARLES C. CURRY		Prosecuting Attorney: WILLIAM N. MARSHALL III	
II. MONTHLY CASELOAD INFORMATION		Alcohol and Drug Related Traffic	Other Traffic
A. cases (citations / informations) pending at start of month		101	3,416
B. cases (citations / informations) filed		11	432
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		0	4
3. court / bench trial - NOT GUILTY		0	49
4. plea of GUILTY in court		1	247
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	229
6. dismissed by court		0	1
7. <i>nolle prosequi</i>		1	46
8. certified for jury trial (not heard in the Municipal Division)		0	0
9. TOTAL CASE DISPOSITIONS		2	576
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]		110	3,272
E. Trial de Novo and / or appeal applications filed		0	0
III. WARRANT INFORMATION (Pre and Post Disposition)		IV. PARKING TICKETS	
1. # issued during reporting period	306	# issued during period	0
2. # served/withdrawn during reporting period	215	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	1,880		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Belton	Reporting Period: 9/2016
--------------------------	----------------------	--------------------------

V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$51,854.26		
Clerk Fee - Excess Revenue	\$4,796.05		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$146.89		
Bond forfeitures (paid to city) - Excess Revenue	\$200.00		
Total Excess Revenue	\$56,997.20		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$14,174.26		
Clerk Fee - Other	\$774.53		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace officer Standards and Training (POST) Commission surcharge	\$489.65		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$3,491.12		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$22.94		
Law Enforcement Training (LET) Fund surcharge	\$927.37		
Domestic Violence Shelter surcharge	\$916.00		
Inmate Prisoner Detainee Security Fund surcharge	\$915.00		
Sheriffs' Retirement Fund (SRF) surcharge	\$1,468.93		
Restitution	\$250.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$3,220.00		
Total Revenue Other	\$26,649.80		
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		Total Other Disbursements	\$100.00
		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$83,747.00
DWI RECOVERY COST	\$100.00	Bond Refunds	\$0.00
		Total Disbursements	\$83,747.00

MEMORY TRANSMISSION REPORT

TIME : 10-03-'16 13:32
FAX NO.1 : 816-331-3179
NAME : Belton Mun. Court

FILE NO. : 562
DATE : 10.03 13:31
TO : OSCA STATE RPT
DOCUMENT PAGES : 3
START TIME : 10.03 13:31
END TIME : 10.03 13:32
PAGES SENT : 3
STATUS : OK

*** SUCCESSFUL TX NOTICE ***

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

To:	STATISTICS SECTION	Fax:	573-526-0338
From:	Laura Ellis	Date:	10/3/2016
Re:	MUN DIV REPORTING FORM	Pages:	3 INCL THIS PAGE
CC:			
<input type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle			

ATTACHED IS THE SEPT 2016 MUNICIPAL DIVISION REPORTING FORM FOR THE PERIOD SEPTEMBER 1, 2016 THROUGH SEPTEMBER 30, 2016 FOR THE BELTON MUNICIPAL COURT.

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

**THANK YOU,
LAURA ELLIS**

CONFIDENTIAL

.....

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

FAX transmittal

To: STATISTICS SECTION Fax: 573-526-0338

From: Laura Ellis Date: 10/3/2016

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

CC:

Urgent For Review Please Comment Please Reply Please Recycle

ATTACHED IS THE SEPT 2016 MUNICIPAL DIVISION REPORTING FORM FOR THE PERIOD SEPTEMBER 1, 2016 THROUGH SEPTEMBER 30, 2016 FOR THE BELTON MUNICIPAL COURT.

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

**THANK YOU,
LAURA ELLIS**

SECTION IV

C



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM**

AGENDA DATE: October 25, 2016
 ASSIGNED STAFF: James Person
 DEPARTMENT: Police Department

Approvals

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

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

ISSUE/REQUEST: Update the database software so that our jail, dispatch and records will continue to be in compliance for software updates from ITI (Information Technology Incorporated).

PROPOSED CITY COUNCIL MOTION: A Motion approving the software improvements from SHI of Somerset, New Jersey in the amount of \$6,750.92.

BACKGROUND: *(including location, programs/departments affected, and process issues)*
 Funding was approved in the FY17 budget to allow for these software updates. We received three bids that were all well within the budgeted amount. World Wide Technology was the lowest bid at \$6,719.10, however, they have certain language in the sales agreement which is unacceptable. SHI is the second lowest quote.

IMPACT / ANALYSIS:

The software upgrade will continue to allow us to receive the updates needed to keep our records current for the records, jail and dispatch through ITI.

FINANCIAL IMPACT

Contractor:	SHI
Amount of Request/Contract:	\$6,750.92
Amount Budgeted:	\$12,000.00
Funding Source:	010-3800-400-3015
Additional Funds	
Funding Source	
Encumbered:	\$
Funds Remaining:	\$5,249.08

TIMELINE	Start: Now	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

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

Memo from Lt. Norman Shriver
 Quote – World Wide Technology, Inc.
 Quote – SHI
 Quote – CDW-G



**Belton Police
Department**

Memo

To: Chief James R. Person
From: Lt. Norman Shriver
Date: 10-12-2016
Re: Microsoft SQL software upgrade

Information Technology Incorporated (ITI), our records, jail and dispatch software vendor continues to make improvements to their software and in doing so requires their clients to update the database software it is run on. On October 31, 2016, ITI will no longer support the version of Microsoft SQL software we currently have. Our system will continue to function, however no further updates or fixes will be available until we upgrade. In the 2016-2017 budget, funding was approved to purchase the latest version of the software. Three quotes were received for the purchase of Microsoft SQL standard edition with the necessary client licenses. These quotes are as follows:

World Wide Technology	\$6,719.10
SHI	\$6,750.92
CDW-G	\$7,119.56

All three quotes are within the budgeted amount and are the same product. World Wide Technology had the lowest bid, however, they have certain language in the sales agreement which is unacceptable. Because of this I recommend that we accept SHI as they are the next to the lowest bid.

Please have this placed on the next regular scheduled city council agenda for their approval.

The three quotes are attached.



World Wide Technology, Inc.

Sales Quotation	Submitted By	Submitted To
Quote Number: 4283633.1	Gonzalez, Andrew M	Norman Shriver
Customer: City of Belton, MO	P: (314) 919-1435	P: 816-348-4416
Quote Date: 10/12/2016	Andrew.Gonzalez@wwt.com	nshriver@beltonpd.org
Quote Name: Two base SQL licenses plus 40 user cal		
Contract: SOM - PVC - ST C211034001 Exp. Date: 12/31/2016		

Line	Mfr Part # Mfr Name	Lead Time	Qty	Cust Price	Ext Price
1	228-10840 MICROSOFT CORPORATION	Call	2	\$594.15	\$1,188.30
Description: SQLSvrStd 2016 SNGL MVL					

Subtotal: \$1,188.30

2	359-06368 MICROSOFT CORPORATION	Call	40	\$138.27	\$5,530.80
Description: SQLCAL 2016 SNGL MVL UsrCAL					

Subtotal: \$5,530.80

Totals

Product Total	\$6,719.10
Maintenance Total	\$0.00
Customer Total	\$6,719.10
Estimated Shipping	\$0.00
Estimated Tax	\$0.00
Total Price:	\$6,719.10

This quote is WWT Confidential Information.

Seller provides all products and services to Buyer only in accordance with any applicable third party terms and conditions within the applicable end user license agreement, terms of service, or similar legal instrument.

Unless expressly stated herein, price quotes are valid for 30 days and are subject to change thereafter.

Unless expressly stated herein, prices do not include, and Buyer is responsible for, any and all taxes, handling, shipping, transportation, duties or other charges or fees relating to the sale and delivery of products.

Products may only be returned in accordance with the original manufacturer's RMA policy.

Items returned after 30 days of receipt may not be returnable due to vendor restrictions.

All delivery dates are approximate and not guaranteed.

Products will be shipped in accordance with FCA WWT's shipping point (Incoterms 2010), unless otherwise stated herein or agreed to by both parties in writing in a contract.

Title and risk of loss will transfer to Buyer at WWT's shipping point.

Payment terms are net 30, unless otherwise agreed to by both parties in writing.

All products and services are provided to Buyer in accordance with Seller's terms of sale:

<https://www.wwt.com/TermsAndConditions/TermsAndConditions.doc>

Within the 30 day quote validity period WWT reserves the right to revise the quote due to exchange rate fluctuations.



Pricing Proposal
 Quotation #: 12361822
 Created On: 10/12/2016
 Valid Until: 10/31/2016

City of Belton MO

Norman Shriver
 7001 E 163rd Street
 Belton, MO 64012
 United States
 Phone: (816) 348-4418
 Fax: (816) 348-4417
 Email: nshriver@beltonpd.org

IAE

Jon Pino
 290 Davidson Avenue
 Somerset, NJ, 08873
 Phone: 800-477-6479
 Fax: 800-477-6479
 Email: Jon_Pino@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft SQL Server 2016 Standard - License - 1 server - Select Plus - Win - Single Language Microsoft - Part#: 228-10840	2	\$594.46	\$1,188.92
2 Microsoft SQL Server 2016 - License - 1 user CAL - Select Plus - Win - Single Language Microsoft - Part#: 359-06368	40	\$139.05	\$5,562.00
		Shipping	\$0.00
		Total	\$6,750.92

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Subject: CDW-G Quote Confirmation: Quote #HLGW601/P.O. Ref. HLGW568
From: "Eric McHugh" <ericmch@cdwg.com>
Date: 10/12/2016 15:58
To: <nshriver@beltonpd.org>

[View](#) in a browser

QUOTE CONFIRMATION



DEAR NORMAN SHRIVER,

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

CONVERT QUOTE TO ORDER

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HLGW601	10/12/2016	HLGW568	7794055	\$7,119.56

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
MS GSA SQL SVR STD 2016 Mfg. Part#: 228-10840 Electronic distribution - NO MEDIA Contract: CDW-G GSA Schedule (GS-35F-0195J)	2	4148258	\$629.58	\$1,259.16
MS GSA SQL CAL 2016 UCAL Mfg. Part#: 359-06368 Electronic distribution - NO MEDIA Contract: CDW-G GSA Schedule (GS-35F-0195J)	40	4148260	\$146.51	\$5,860.40

SHIPPING DETAILS

Shipping Address:
BELTON POLICE DEPT
NORMAN SHRIVER
7001 E 163RD ST
BELTON, MO 64012-4614
Phone: (816) 331-5522
Shipping Method: ELECTRONIC DISTRIBUTION
Payment Terms: Net 30 Days-Govt State/Local

SUBTOTAL	\$7,119.56
SHIPPING	\$0.00
GRAND TOTAL	\$7,119.56

CONVERT QUOTE TO ORDER

Need Assistance? CDW•G SALES CONTACT INFORMATION



Eric McHugh | (877) 680-6948 | ericmch@cdwg.com

LDW-G Quote Confirmation: Quote #HLGW601/P.O. Ref. HLGW568

Help and Information: [Support](#) | [About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This email was sent to nshriver@beltonpd.org.
Please add cdwsales@cdwemail.com to your address book.

© 2016 CDW LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239
SPS-QC:002 | SPS 1 | Customer#: 7794055 | SPS1817ff8-08ae-4fdd-bfc6-2ee9e501e72b

Attachments:

HLGW601.pdf

60.3 KB

SECTION IV

D



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM**

AGENDA DATE: November 8, 2016
 ASSIGNED STAFF: James R. Person, Chief of Police
 DEPARTMENT: Police

Approvals

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

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

ISSUE/REQUEST: Motion to purchase vehicle accessories equipment and installation for the new Patrol cars.

PROPOSED CITY COUNCIL MOTION: Approve the purchase and installation costs for vehicle accessories for two (2) Ford Police Interceptor Utility vehicles and two (2) Police Interceptor Sedans from 911 Custom in the amount of \$8,826.19.

BACKGROUND: *(including location, programs/departments affected, and process issues)*
 New emergency accessory equipment is required for the new police vehicles. We received estimates from 911 Custom. The estimate from 911 Custom includes the installation of the accessories.

IMPACT / ANALYSIS:

Total amount budgeted was \$124,000.00. The amount expended year-to-date is \$106,946.00. Leaving a budget amount for accessories \$17,054.00. After the installation from 911 Custom for a total of \$8,826.19 which includes installation, leaving \$8,227.81 in remaining funds.

FINANCIAL IMPACT

Contractor:	911 Custom
Amount of Request/Contract:	\$ 8,826.19
Amount Budgeted:	\$ 124,000.00
Funding Source:	General Fund Capital 10-440-4957-500 Vehicle Replacement
Additional Funds	\$
Funding Source	
Encumbered:	\$115,772.19
Funds Remaining:	\$ 8,227.81

TIMELINE	Start:	Finish:
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OTHER INFORMATION/UNIQUE CHARACTERISTICS:

STAFF RECOMMENDATION:

OTHER BOARDS & COMMISSIONS ASSIGNED:

Date:

Action:

List of reference Documents Attached:

Memo from Lt. Norman Shriver
 911 Custom Quotes



**Belton Police
Department**

Memo

To: Chief James R. Person
From: Lt. Norman Shriver
Date: 10-12-16
Re: Vehicle change out estimates

The 2016-2017 budget included funding to replace four patrol vehicles. It was decided to replace two SUV's and two sedan's. The purchase of the vehicles has been approved by the city council and the vehicles have been ordered. I obtained estimates from 911 Custom, who is our current installer for police equipment in new vehicles. The total estimate for the four vehicles is \$8826.19. This amount is within the budgeted amount for the change out.

Attached are the estimates for the change out. It needs to be noted that the first estimate for each type of vehicle is higher due to 911 Custom putting any needed equipment for those two vehicles on that quote.

I would ask that this be put on the next regular scheduled council meeting for their approval so all equipment can be ordered and ready for when the new vehicle arrive.

Respectfully Submitted

A handwritten signature in black ink, appearing to read 'Lt. Norman Shriver', written in a cursive style.

Lt. Norman Shriver

Estimate

09/09/2016

911 Custom

911 Custom
 6970 W. 152nd Ter.
 Overland Park, KS 66223
 Phone: 913-390-8540
 Email: sales@911custom.com

23305



Bill To:

Belton Police Department
 Norman Shriver
 7001 E 163rd St
 Belton, MO 64012-4614

Customer: Belton Police Department

Ship To:

Belton Police Department
 Norman Shriver
 7001 E 163rd St
 Belton, MO 64012-4614

Contact: Belton Police Department
 PO Number: UTILITY #1

Seller	Payment Terms	FOB Point	Carrier	Ship Service	Requested Ship Date
Kevin	NET 30	Origin	Will Call		09/09/2016

Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
1	Sale	Installation - Installation WRECKOUT AND REINSTALL ALL EQUIPMENT FROM UTILITY TO UTILITY ...EACH VEHICLE WILL TAKE 6 DAYS TO BUILD OR AGENCY WILL BE CREDITED \$50 PER DAY OVER	\$ 1,640.00	1 ea	\$ 1,640.00
2	Sale	MP-WIREPACK - Wiring Pack for Installations FUSE PANEL TO BE INSTALLED UNDER CUP HOLDER OR IN A PLACE EASILY ACCESSIBLE	\$ 75.00	1 ea	\$ 75.00
3	Sale	H-C-SM-5A-1 - Action adapters, Option, Swing arm, External mount	\$ 78.62	1 ea	\$ 78.62
4	Sale	H-C-MD-202 - Action adapters, Tilt/swivel, 1.82" High	\$ 57.46	2 ea	\$ 114.91
5	Sale	H-C-3329-UNV - Device Mount, Keyboard, Mounts universally, Fits numerous devices	\$ 117.18	1 ea	\$ 117.18
6	Sale	P-4PBK47UJNT16 - PUSH BUMPER TRANSFER KIT UTILITY 13 TO 16 MODEL	\$ 127.50	1 ea	\$ 127.50
7	Sale	H-C-DMM-123 - Device Mount, Monitor, Vehicle dash mount, Swing out, Ford Interceptor Utility Police Vehicle 2013	\$ 278.36	1 ea	\$ 278.36
8	Sale	MM-MMSU-1 - MAGNETIC MIC SINGLE UNIT	\$ 34.95	1 ea	\$ 34.95

Estimate

09/09/2016

911 Custom

911 Custom
6970 W. 152nd Ter.
Overland Park, KS 66223
Phone: 913-390-8540
Email: sales@911custom.com

23305



Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
9	Sale	H-C-VS-1308-INUT - Vehicle specific console for 2013 Ford Interceptor Utility Police Vehicle, 13" angled equipment bracket space-front and 8" horizontal equipment bracket space-rear, 9" high x 9 wide x 28.25" long	\$ 293.62	1 ea	\$ 293.62
10	Sale	H-C-ARM-102 - Side Mount Armrest CON, ACSY, ARM, EM, SPD, H-ADJT, SDMT	\$ 52.16	1 ea	\$ 52.16
11	Sale	H-C-CUP2-I - Console, Accessory, Cup holder, Internal mount, 4" Mounting space, Dual	\$ 31.75	1 ea	\$ 31.75
12	Shipping	Shipping and Handling - Shipping and Handling	\$ 35.00	1 ea	\$ 35.00

Subtotal: \$ 2,879.05
Sales Tax: \$ 0.00
Total: \$ 2,879.05

Approval: _____ Date: _____

Estimate

09/09/2016

911 Custom

911 Custom
 6970 W. 152nd Ter.
 Overland Park, KS 66223
 Phone: 913-390-8540
 Email: sales@911custom.com

23306



Bill To:

Belton Police Department
 Norman Shriver
 7001 E 163rd St
 Belton, MO 64012-4614

Customer: Belton Police Department

Ship To:

Belton Police Department
 Norman Shriver
 7001 E 163rd St
 Belton, MO 64012-4614

Contact: Belton Police Department
 PO Number: UTILITY #2

Seller	Payment Terms	FOB Point	Carrier	Ship Service	Requested Ship Date
Kevin	NET 30	Origin	Will Call		09/09/2016

Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
1	Sale	Installation - Installation WRECKOUT AND REINSTALL ALL EQUIPMENT FROM UTILITY TO UTILITY ...EACH VEHICLE WILL TAKE 6 DAYS TO BUILD OR AGENCY WILL BE CREDITED \$50 PER DAY OVER	\$ 1,640.00	1 ea	\$ 1,640.00
2	Sale	MP-WIREPACK - Wiring Pack for Installations FUSE PANEL TO BE INSTALLED UNDER CUP HOLDER OR IN A PLACE EASILY ACCESSIBLE	\$ 75.00	1 ea	\$ 75.00
3	Sale	P-4PBK47U16 - PUSH BUMPER TRANSFER KIT UTILITY 13 TO 16 MODEL	\$ 127.50	1 ea	\$ 127.50
4	Sale	MM-MMSU-1 - MAGNETIC MIC SINGLE UNIT	\$ 34.95	1 ea	\$ 34.95
5	Shipping	Shipping and Handling - Shipping and Handling	\$ 35.00	1 ea	\$ 35.00

Estimate

09/09/2016

911 Custom

911 Custom
6970 W. 152nd Ter.
Overland Park, KS 66223
Phone: 913-390-8540
Email: sales@911custom.com

23306



Subtotal:	\$ 1,912.45
Sales Tax:	\$ 0.00
Total:	\$ 1,912.45

Approval: _____ Date: _____

Estimate

09/09/2016

911 Custom

911 Custom
 6970 W. 152nd Ter.
 Overland Park, KS 66223
 Phone: 913-390-8540
 Email: sales@911custom.com

23305



Bill To:

Belton Police Department
 Norman Shriver
 7001 E 163rd St
 Belton, MO 64012-4614

Customer: Belton Police Department

Ship To:

Belton Police Department
 Norman Shriver
 7001 E 163rd St
 Belton, MO 64012-4614

Contact: Belton Police Department
 PO Number: SEDAN #1

Seller	Payment Terms	FOB Point	Carrier	Ship Service	Requested Ship Date
Kevin	NET 30	Origin	Will Call		09/09/2016

Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
1	Sale	Installation - Installation WRECKOUT AND REINSTALL ALL EQUIPMENT FROM UTILITY TO UTILITY ...EACH VEHICLE WILL TAKE 6 DAYS TO BUILD OR AGENCY WILL BE CREDITED \$50 PER DAY OVER	\$ 1,640.00	1 ea	\$ 1,640.00
2	Sale	MP-WIREPACK - Wiring Pack for Installations FUSE PANEL TO BE INSTALLED UNDER CUP HOLDER OR IN A PLACE EASILY ACCESSIBLE	\$ 75.00	1 ea	\$ 75.00
3	Sale	MM-MMSU-1 - MAGNETIC MIC SINGLE UNIT	\$ 34.95	1 ea	\$ 34.95
4	Shipping	Shipping and Handling - Shipping and Handling	\$ 35.00	1 ea	\$ 35.00
5	Sale	H-C-VS-1508-INSE - Vehicle specific console for 2013-2016 Ford Interceptor Sedan, 15" angled equipment bracket space-front and 8" horizontal equipment bracket space-rear, 9.75" high x 9 wide x 32" long	\$ 302.26	1 ea	\$ 302.26
6	Sale	H-C-ARM-102 - Side Mount Armrest CON, ACSY, ARM, EM, SPD, H-ADJT, SDMT	\$ 52.16	1 ea	\$ 52.16
7	Sale	H-C-CUP2-I - Console, Accessory, Cup holder, Internal mount, 4" Mounting space, Dual	\$ 31.75	1 ea	\$ 31.75
8	Sale	H-C-SM-SA-1 - Action adapters, Option, Swing arm, External mount	\$ 78.62	1 ea	\$ 78.62

Estimate

09/09/2016

911 Custom

911 Custom
6970 W. 152nd Ter.
Overland Park, KS 66223
Phone: 913-390-8540
Email: sales@911custom.com

23305



Subtotal:	\$ 2,249.74
Sales Tax:	\$ 0.00
Total:	\$ 2,249.74

Approval: _____ Date: _____

Estimate

09/09/2016

911 Custom

911 Custom
 6970 W. 152nd Ter.
 Overland Park, KS 66223
 Phone: 913-390-8540
 Email: sales@911custom.com

23305



Bill To:

Belton Police Department
 Norman Shriver
 7001 E 163rd St
 Belton, MO 64012-4614

Customer: Belton Police Department

Ship To:

Belton Police Department
 Norman Shriver
 7001 E 163rd St
 Belton, MO 64012-4614

Contact: Belton Police Department
 PO Number: SEDAN #2

Seller	Payment Terms	FOB Point	Carrier	Ship Service	Requested Ship Date
Kevin	NET 30	Origin	Will Call		09/09/2016

Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
1	Sale	Installation - Installation WRECKOUT AND REINSTALL ALL EQUIPMENT FROM UTILITY TO UTILITY ...EACH VEHICLE WILL TAKE 6 DAYS TO BUILD OR AGENCY WILL BE CREDITED \$50 PER DAY OVER	\$ 1,640.00	1 ea	\$ 1,640.00
2	Sale	MP-WIREPACK - Wiring Pack for Installations FUZE PANEL TO BE INSTALLED UNDER CUP HOLDER OR IN A PLACE EASILY ACCESSIBLE	\$ 75.00	1 ea	\$ 75.00
3	Sale	MM-MMSU-1 - MAGNETIC MIC SINGLE UNIT	\$ 34.95	1 ea	\$ 34.95
4	Shipping	Shipping and Handling - Shipping and Handling	\$ 35.00	1 ea	\$ 35.00

Subtotal: \$ 1,784.95
Sales Tax: \$ 0.00
Total: \$ 1,784.95

Approval: _____ Date: _____

SECTION VI

C



BID TABULATION

Project Num 460-5412-495-7117

Project Title 155th Street Sanitary Sewer Extension

Item No.	Unit	Quantity	Item Description:	Pyramid Excavation		Westland Construction		Wiedenmann	
				Unit	Extension	Unit	Extension	Unit	Extension
1	L.S.	1	MOBILIZATION	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00	\$ 5,715.00	\$ 5,715.00
2	L.S.	1	CLEARING AND GRUBBING	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00
3	L.F.	876	8" PVC PIPE	\$ 62.00	\$ 54,312.00	\$ 100.00	\$ 87,600.00	\$ 40.00	\$ 35,040.00
4	EACH	5	MANHOLE (4' DIA)	\$ 4,500.00	\$ 22,500.00	\$ 4,500.00	\$ 22,500.00	\$ 5,500.00	\$ 27,500.00
5	EACH	1	CONNECTO TO EXISTING MANHOLE	\$ 2,300.00	\$ 2,300.00	\$ 2,000.00	\$ 2,000.00	\$ 1,100.00	\$ 1,100.00
6	L.F.	115	BORED 18" STEEL CASING PIPE	\$ 475.00	\$ 54,625.00	\$ 360.00	\$ 41,400.00	\$ 870.00	\$ 100,050.00
7	L.F.	332	4" PVC SERVICE LINE	\$ 30.00	\$ 9,960.00	\$ 20.00	\$ 6,640.00	\$ 30.00	\$ 9,960.00
8	EACH	3	8"X4" PVC TEE	\$ 625.00	\$ 1,875.00	\$ 175.00	\$ 525.00	\$ 250.00	\$ 750.00
9	EACH	3	DEMO EXIST. SEPTIC TANK	\$ 950.00	\$ 2,850.00	\$ 1,000.00	\$ 3,000.00	\$ 2,500.00	\$ 7,500.00
10	S.Y.	192	ASPHALT PAVEMENT PATCH	\$ 100.00	\$ 19,200.00	\$ 60.00	\$ 11,520.00	\$ 60.00	\$ 11,520.00
11	L.F.	77	CURB & GUTTER REMOVAL & REPLACEMENT	\$ 45.00	\$ 3,465.00	\$ 45.00	\$ 3,465.00	\$ 45.00	\$ 3,465.00
12	L.S.	1	RESTORATION (SEEDING/SODDING)	\$ 3,500.00	\$ 3,500.00	\$ 16,000.00	\$ 16,000.00	\$ 21,000.00	\$ 21,000.00
13	L.S.	1	TRAFFIC CONTROL	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 12,000.00	\$ 12,000.00
14	L.S.	1	EROSION CONTROL	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,900.00	\$ 2,900.00
15	L.S.	1	FORCE ACCOUNT	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
				TOTAL	\$ 239,087.00	TOTAL	\$ 248,650.00	TOTAL	\$ 265,000.00

51

Item No.	Unit	Quantity	Item Description:	Redford Construction		She Digs It		Beemer		ENGINEER'S ESTIMATE	
				Unit	Extension	Unit	Extension	Unit	Extension	Unit	Extension
1	L.S.	1	MOBILIZATION	\$ 10,000.00	\$ 10,000.00	\$ 22,285.00	\$ 22,285.00	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00
2	L.S.	1	CLEARING AND GRUBBING	\$ 1,500.00	\$ 1,500.00	\$ 8,000.00	\$ 8,000.00	\$ 6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00
3	L.F.	876	8" PVC PIPE	\$ 102.00	\$ 89,352.00	\$ 97.00	\$ 84,972.00	\$ 145.00	\$ 127,020.00	\$ 100.00	\$ 87,600.00
4	EACH	5	MANHOLE (4' DIA)	\$ 5,000.00	\$ 25,000.00	\$ 6,000.00	\$ 30,000.00	\$ 5,500.00	\$ 27,500.00	\$ 6,500.00	\$ 32,500.00
5	EACH	1	CONNECTO TO EXISTING MANHOLE	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
6	L.F.	115	BORED 18" STEEL CASING PIPE	\$ 650.00	\$ 74,750.00	\$ 740.00	\$ 85,100.00	\$ 789.00	\$ 90,735.00	\$ 250.00	\$ 28,750.00
7	L.F.	332	4" PVC SERVICE LINE	\$ 50.00	\$ 16,600.00	\$ 51.00	\$ 16,932.00	\$ 110.00	\$ 36,520.00	\$ 50.00	\$ 16,600.00
8	EACH	3	8"X4" PVC TEE	\$ 300.00	\$ 900.00	\$ 300.00	\$ 900.00	\$ 75.00	\$ 225.00	\$ 1,000.00	\$ 3,000.00
9	EACH	3	DEMO EXIST. SEPTIC TANK	\$ 500.00	\$ 1,500.00	\$ 2,500.00	\$ 7,500.00	\$ 2,600.00	\$ 7,800.00	\$ 1,500.00	\$ 4,500.00
10	S.Y.	192	ASPHALT PAVEMENT PATCH	\$ 65.00	\$ 12,480.00	\$ 48.00	\$ 9,216.00	\$ 104.00	\$ 19,968.00	\$ 100.00	\$ 19,200.00
11	L.F.	77	CURB & GUTTER REMOVAL & REPLACEMENT	\$ 35.00	\$ 2,695.00	\$ 45.00	\$ 3,465.00	\$ 54.00	\$ 4,158.00	\$ 50.00	\$ 3,850.00
12	L.S.	1	RESTORATION (SEEDING/SODDING)	\$ 5,000.00	\$ 5,000.00	\$ 14,830.00	\$ 14,830.00	\$ 13,500.00	\$ 13,500.00	\$ 10,000.00	\$ 10,000.00
13	L.S.	1	TRAFFIC CONTROL	\$ 4,500.00	\$ 4,500.00	\$ 10,695.00	\$ 10,695.00	\$ 8,500.00	\$ 8,500.00	\$ 2,000.00	\$ 2,000.00
14	L.S.	1	EROSION CONTROL	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00
15	L.S.	1	FORCE ACCOUNT	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
				TOTAL	\$ 271,777.00	TOTAL	\$ 323,195.00	TOTAL	\$ 391,426.00	TOTAL	\$ 261,000.00

SECTION VI

G

COGENT (LEE MATHEWS/FLUID EQUIPMENT) LABOR RATES



PRICING

WE HAVE READ ALL INSTRUCTIONS & CONDITIONS, SPECIFICATIONS, AND ATTACHMENTS, AND PROPOSE TO FURNISH THE FOLLOWING F.O.B. DESTINATION:

COGENT (LEE MATHEWS/FLUID EQUIPMENT) LABOR RATES

CLASS/ITEM CODE(S)	ITEM NO.	ITEM AND SPECIFICATION	UNIT	UNIT PRICE
72082		<u>PUMP REPAIR AND SERVICE</u>		
	1.	PERCENTAGE (%) MARK-UP OVER ACTUAL VENDOR COST FOR PUMP AND PUMP REPAIR PARTS PURCHASED BY THE CITY.		<u>25</u> % MARK-UP OVER THE ACTUAL VENDOR COST
	2.	PLEASE LIST THE PUMP AND PUMP REPAIR PART MANUFACTURERS THAT ARE MANUFACTURER AUTHORIZED TO PERFORM SERVICE/REPAIR/WARRANTY WORK AND HAVE IMMEDIATE AVAILABILITY FOR THE CITY TO PURCHASE. ATTACH AS APPENDIX 3. THIS LIST MUST BE ATTACHED TO YOUR BID-(LINE CARD). NOTE: "GREASE PRODUCTS" USED BY THE VENDOR SHALL BE COMPATIBLE WITH THE GREASE PRODUCTS CURRENTLY IN USE BY THE CITY. ALL GREASE PRODUCTS USED BY THE VENDOR SHALL FIRST BE APPROVED BY THE CITY BEFORE USE ON CITY EQUIPMENT.		
	3.	HOURLY RATE FOR REPAIR OR SERVICE IN SHOP DURING REGULAR BUSINESS HOURS (MONDAY - FRIDAY, 8:00 A.M. TO 5:00 P.M.)		<u>\$ 75⁰⁰</u> PER HOUR
4.	HOURLY RATE FOR REPAIR OR SERVICE IN SHOP AFTER REGULAR BUSINESS HOURS (MONDAY - FRIDAY, 5:00 P.M. TO 8:00 A.M.)		<u>\$ 110⁰⁰</u> PER HOUR	



CITY OF KANSAS CITY, MISSOURI

PROCUREMENT SERVICES DIVISION
 1st Floor, Room 102 W, City Hall
 414 East 12th Street
 Kansas City, Missouri 64106-2793
 (816) 513-0851 FAX (816) 513-1156

COGENT (LEE MATHEWS/FLUID EQUIPMENT) LABOR RATES

CLASS/ITEM CODE(S)	ITEM NO.	ITEM AND SPECIFICATION	UNIT	UNIT PRICE
	5.	HOURLY RATE FOR REPAIR OR SERVICE ON WEEKENDS IN SHOP.		\$ <u>110⁰⁰</u> PER HOUR
	6.	HOURLY RATE FOR REPAIR OR SERVICE ON HOLIDAYS IN - SHOP.		\$ <u>140⁰⁰</u> PER HOUR
	7.	HOURLY RATE FOR REPAIR OR SERVICE ON - SITE DURING NORMAL.		\$ <u>89⁰⁰</u> PER HOUR
	8.	HOURLY RATE FOR REPAIR OR SERVICE ON - SITE AFTER REGULAR BUSINESS HOURS (MONDAY - FRIDAY, 5:00 P.M. TO 8:00 A.M.)		\$ <u>120⁰⁰</u> PER HOUR
	9.	HOURLY RATE FOR REPAIR OR SERVICE ON - SITE ON HOLIDAYS.		\$ <u>160⁰⁰</u> PER HOUR
	10.	SERVICE CALL LABOR RATE TO INSPECT DISABLED PUMPS USING NORMAL BUSINESS HOURS (MONDAY - FRIDAY, 8:00 A.M. TO 5:00 P.M.)		\$ <u>89⁰⁰</u> PER HOUR

FTC LABOR RATES



PRICING

WE HAVE READ ALL INSTRUCTIONS & CONDITIONS, SPECIFICATIONS, AND ATTACHMENTS, AND PROPOSE TO FURNISH THE FOLLOWING F.O.B. DESTINATION:

FTC LABOR RATES

CLASS/ITEM CODE(S)	ITEM NO.	ITEM AND SPECIFICATION	UNIT	UNIT PRICE
72082		<u>PUMP REPAIR AND SERVICE</u>		
	1.	PERCENTAGE (%) MARK-UP OVER ACTUAL VENDOR COST FOR PUMP AND PUMP REPAIR PARTS PURCHASED BY THE CITY.		<u>25</u> % MARK-UP OVER THE ACTUAL VENDOR COST
	2.	PLEASE LIST THE PUMP AND PUMP REPAIR PART MANUFACTURERS THAT ARE MANUFACTURER AUTHORIZED TO PERFORM SERVICE/REPAIR/WARRANTY WORK AND HAVE IMMEDIATE AVAILABILITY FOR THE CITY TO PURCHASE. ATTACH AS APPENDIX 3. THIS LIST MUST BE ATTACHED TO YOUR BID-(LINE CARD). NOTE: "GREASE PRODUCTS" USED BY THE VENDOR SHALL BE COMPATIBLE WITH THE GREASE PRODUCTS CURRENTLY IN USE BY THE CITY. ALL GREASE PRODUCTS USED BY THE VENDOR SHALL FIRST BE APPROVED BY THE CITY BEFORE USE ON CITY EQUIPMENT.		
	3.	HOURLY RATE FOR REPAIR OR SERVICE IN SHOP DURING REGULAR BUSINESS HOURS (MONDAY – FRIDAY, 8:00 A.M. TO 5:00 P.M.)		<u>\$ 80.00</u> PER HOUR
	4.	HOURLY RATE FOR REPAIR OR SERVICE IN SHOP AFTER REGULAR BUSINESS HOURS (MONDAY – FRIDAY, 5:00 P.M. TO 8:00 A.M.)		<u>\$ 120.00</u> PER HOUR



CITY OF KANSAS CITY, MISSOURI

PROCUREMENT SERVICES DIVISION
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Kansas City, Missouri 64106-2793
(816) 513-0851 FAX (816) 513-1156

FTC LABOR RATES

Table with 5 columns: CLASS/ITEM CODE(S), ITEM NO., ITEM AND SPECIFICATION, UNIT, UNIT PRICE. Contains 10 rows of labor rates for various services and a note: *RATES REVISED 6/23/16 PER KCMO REQUEST.

JCI LABOR RATES



PRICING

WE HAVE READ ALL INSTRUCTIONS & CONDITIONS, SPECIFICATIONS, AND ATTACHMENTS, AND PROPOSE TO FURNISH THE FOLLOWING F.O.B. DESTINATION:

JCI LABOR RATES

CLASS/ITEM CODE(S)	ITEM NO.	ITEM AND SPECIFICATION	UNIT	UNIT PRICE
72082		<u>PUMP REPAIR AND SERVICE</u>		
	1.	PERCENTAGE (%) MARK-UP OVER ACTUAL VENDOR COST FOR PUMP AND PUMP REPAIR PARTS PURCHASED BY THE CITY.		<u>22</u> % MARK-UP OVER THE ACTUAL VENDOR COST
	2.	PLEASE LIST THE PUMP AND PUMP REPAIR PART MANUFACTURERS THAT ARE MANUFACTURER AUTHORIZED TO PERFORM SERVICE/REPAIR/WARRANTY WORK AND HAVE IMMEDIATE AVAILABILITY FOR THE CITY TO PURCHASE. ATTACH AS APPENDIX 3. THIS LIST MUST BE ATTACHED TO YOUR BID-(LINE CARD). NOTE: "GREASE PRODUCTS" USED BY THE VENDOR SHALL BE COMPATIBLE WITH THE GREASE PRODUCTS CURRENTLY IN USE BY THE CITY. ALL GREASE PRODUCTS USED BY THE VENDOR SHALL FIRST BE APPROVED BY THE CITY BEFORE USE ON CITY EQUIPMENT.		
	3.	HOURLY RATE FOR REPAIR OR SERVICE IN SHOP DURING REGULAR BUSINESS HOURS (MONDAY – FRIDAY, 8:00 A.M. TO 5:00 P.M.)		<u>\$ 64.00</u> PER HOUR
	4.	HOURLY RATE FOR REPAIR OR SERVICE IN SHOP AFTER REGULAR BUSINESS HOURS (MONDAY – FRIDAY, 5:00 P.M. TO 8:00 A.M.)		<u>\$ 88.00</u> PER HOUR



CITY OF KANSAS CITY, MISSOURI

PROCUREMENT SERVICES DIVISION
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Kansas City, Missouri 64106-2793
(816) 513-0851 FAX (816) 513-1156

JCI LABOR RATES

CLASS/ITEM CODE(S)	ITEM NO.	ITEM AND SPECIFICATION	UNIT	UNIT PRICE
	5.	HOURLY RATE FOR REPAIR OR SERVICE ON WEEKENDS IN SHOP.		<u>\$ 88.00</u> PER HOUR
	6.	HOURLY RATE FOR REPAIR OR SERVICE ON HOLIDAYS IN - SHOP.		<u>\$ 116.00</u> PER HOUR
	7.	HOURLY RATE FOR REPAIR OR SERVICE ON - SITE DURING NORMAL.		<u>\$ 69.00</u> PER HOUR
	8.	HOURLY RATE FOR REPAIR OR SERVICE ON - SITE AFTER REGULAR BUSINESS HOURS (MONDAY - FRIDAY, 5:00 P.M. TO 8:00 A.M.)		<u>\$ 97.00</u> PER HOUR
	9.	HOURLY RATE FOR REPAIR OR SERVICE ON - SITE ON HOLIDAYS.		<u>\$ 120.00</u> PER HOUR
	10.	SERVICE CALL LABOR RATE TO INSPECT DISABLED PUMPS USING NORMAL BUSINESS HOURS (MONDAY - FRIDAY, 8:00 A.M. TO 5:00 P.M.)		<u>\$ 69.00</u> PER HOUR

SECTION VI

I

AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT WITH OATS, INC.

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

WHEREAS, the cost of the service has actually gone down due to the decrease in fuel costs; and

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

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

Section 1. That a “Public Service Agreement By and Between the City of Belton and OATS” is hereby approved and the Mayor is authorized and directed to execute the agreement on behalf of the City.

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

READ FOR THE FIRST TIME: November 8, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this__day of _____ 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 8th day of November, 2016, and thereafter adopted as Ordinance No. 2016-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2016, after the second reading thereof by the following vote, to-wit:

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

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

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

This Agreement, is made and entered into this 1st day of October, 2016, by and between OATS, Inc., a Missouri not-for-profit corporation ("OATS, Inc") and the City of Belton, Missouri, a constitutional charter city ("City").

WITNESSETH:

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

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

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

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

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

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

That the City will provide to OATS funds necessary to pay the transportation costs for an additional shopping day for OATS riders to shopping locations exclusively within the City of Belton for one year beginning **October 1, 2016 to September 30, 2017**. Said funds for this 12 month term shall not exceed **\$2,088.00**. The City shall make payment upon receipt by the City of an invoice or similar documentation from OATS. All compensation for services is subject to annual appropriation by the City.

1. Specifically, OATS will provide Non Emergency Demand Response Transportation for an additional shopping day within the City of Belton in accordance with the following scope of services: **\$29.00 per hour** not to exceed **6 hours per day** for ambulatory and wheelchair service of which \$1.00 per hour is depreciation which

OATS will deposit in a restricted account for use in cost of replacing vehicles. This rate is based on a gasoline price of **\$2.00** per gallon. For every \$0.50 increase or decrease in the cost of gasoline, the rate will be increased or decreased by \$1.00. The average cost for gasoline will be evaluated monthly based on the weekday pump price at the Casey's Station in Harrisonville. OATS drivers will not provide change.

2. The estimated total amount of compensation for services to be provided under this Agreement is: **\$2,088.00 = \$29.00/hour x 6/hours/day x 12 months.**
3. Special conditions which apply to this Agreement are as follows: OATS observes the following Holidays during the year and therefore services will not be available: New Years Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving & Christmas Day.

II. SUBCONTRACTS

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

III. NON-DISCRIMINATION PROVISIONS

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

IV. COMPLIANCE WITH THE LAW

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

V. INTEREST OF LOCAL PUBLIC OFFICE

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

VI. INDEPENDENT CONTRACTOR

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

VII. INDEMNIFICATION

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

VIII. TERMINATION OF THIS AGREEMENT

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

IX. NOTICE

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

Notice to the City shall be addressed to:

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

Notice to OATS, Inc shall be addressed to:

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

X. AMENDMENTS

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

XI. SEVERABILITY

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

XII. ENTIRE AGREEMENT

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

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

OATS, Inc.

CITY OF BELTON, MISSOURI
A Municipal Corporation


Dorothy Yeager, Executive Director

Jeff Davis, Mayor

ATTEST:

ATTEST:

Secretary

City Clerk

Contract Number 0703 - Urban

SECTION VI

J

BILL NO. 2016-113

ORDINANCE NO. 2016-

AN ORDINANCE APPROVING THE 2017 INTERGOVERNMENTAL AGREEMENT WITH THE MID-AMERICA REGIONAL COUNCIL SOLID WASTE MANAGEMENT DISTRICT RELATING TO THE REGIONAL HOUSEHOLD HAZARDOUS WASTE PROGRAM.

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

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

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

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

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

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

Section 1. That the 2017 Intergovernmental Agreement between the MARC Solid Waste Management District and the City of Belton relating to the Regional Household Hazardous Waste Program is hereby approved and the Mayor is authorized and directed to execute the agreement on behalf of the City. A copy of the agreement shall be attached and considered part of this ordinance.

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

READ FOR THE FIRST TIME: November 8, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 8th day of November, 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

2017

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

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

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

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

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

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

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

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

I Definitions

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

II Effective Date

Belton, Missouri agrees to participate in the Regional HHW Collection Program for a one-year period beginning on January 1, 2017.

III Termination

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

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

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

IV *Duties of Participating Member*

A. *Fees.* Belton, Missouri agrees to pay the sum of \$24,094.72 to participate in the 2017 Regional HHW Collection Program for the period from January 1 to December 31. The program participation fee is based on a per capita rate of \$1.04 applied to 2015 U.S. Census Population Estimate figures as shown in Attachment One. The fee may be adjusted if a participating member has more current census data. At least one-half of this amount shall be paid within thirty (30) days upon receiving the district invoice. Payment of any remaining balance shall be paid within the following six months.

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

Annual Renewal. The agreement between the SWMD and the Participating Member will be subject to renewal each year. To assure community information is included in the printed promotional material, agreements will be due no later than February 1, 2017. No pro ration of fees is applicable under this agreement.

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

V *Services Provided by the SWMD*

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

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

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

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

VI Reports

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

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

VII Insurance

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

VIII Legal Jurisdiction

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

MARC Solid Waste Management District:

Participating Member:

_____ Date: _____

_____ Date: _____

_____ Chair

_____ Print Name

_____ Print Title

Attachment 1		
Community	2015 Population Estimates	Cost at \$1.04 per capita
Archie	1,201	\$ 1,249.04
Belton	23,168	\$ 24,094.72
Blue Springs	54,148	\$ 56,313.92
Buckner	3,067	\$ 3,189.68
Camden Point	526	\$ 547.04
Claycomo Village	1,468	\$ 1,526.72
Cleveland	663	\$ 689.52
Dearborn	506	\$ 526.24
Drexel	956	\$ 994.24
Edgerton	575	\$ 598.00
Excelsior Springs	11,486	\$ 11,945.44
Garden City	1,625	\$ 1,690.00
Gladstone	26,861	\$ 27,935.44
Glenaire	578	\$ 601.12
Grain Valley	13,379	\$ 13,914.16
Grandview	25,256	\$ 26,266.24
Greenwood	5,569	\$ 5,791.76
Hardin	542	\$ 563.68
Harrisonville	9,986	\$ 10,385.44
Kearney	9,423	\$ 9,799.92
Lake Lotawana	2,018	\$ 2,098.72
Lake Tapawingo	724	\$ 752.96
Lake Waukomis	902	\$ 938.08
Lake Winnebago	1,144	\$ 1,189.76
Lawson	2,409	\$ 2,505.36
Liberty	30,450	\$ 31,668.00
Loch Lloyd	704	\$ 732.16
Lone Jack	1,124	\$ 1,168.96
North Kansas City	4,354	\$ 4,528.16
Oak Grove	7,937	\$ 8,254.48
Orrick	809	\$ 841.36
Parkville	6,296	\$ 6,547.84
Peculiar	4,885	\$ 5,080.40
Platte City	4,833	\$ 5,026.32
Pleasant Hill	8,289	\$ 8,620.56
Pleasant Valley	3,056	\$ 3,178.24
Raymore	20,374	\$ 21,188.96
Raytown	29,401	\$ 30,577.04
Richmond	5,595	\$ 5,818.80
Riverside	3,150	\$ 3,276.00
Smithville	9,233	\$ 9,602.32
Sugar Creek	3,320	\$ 3,452.80
Weatherby Lake	1,848	\$ 1,921.92
Weston	1,724	\$ 1,792.96
Wood Heights	698	\$ 725.92
Unincorporated Cass County	24,760	\$ 25,750.40
Unincorporated Clay County	15,590	\$ 16,213.60
Unincorporated Jackson Co.	22,646	\$ 23,551.84
Unincorporated Platte County	27,228	\$ 28,317.12
Unincorporated Ray County	11,366	\$ 11,820.64

Source: marc.org/data&economy/MetroDataLine/Currentpopulationdata

SECTION VI

K

AN ORDINANCE AUTHORIZING AND APPROVING A NETWORK SERVICES-SERVICE SUPPORT AGREEMENT (S&A) BETWEEN THE CITY OF BELTON AND C & C GROUP TO PROVIDE MAINTENANCE AND SERVICE TO THE FIRE DEPARTMENT'S PHONE SYSTEM.

WHEREAS, in 2007-2008 when Fire Station #2 was built and Fire Station #1 was remodeled the C & C Group installed a Shore-Tel phone system at a cost of \$52,000; and

WHEREAS, the City has had a maintenance and service agreement in place since the installation of the system in 2008; and

WHEREAS, this system and maintenance plan is working well for the Fire Department and the City Council believes a continuation of the agreement is in the best interest of the City and Fire Department.

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

Section 1. That the City Council hereby authorizes and approves the Network Services-Service Support Agreement (S&A) with the C & C Group, herein attached and incorporated as Exhibit "A," to provide maintenance and service for the phone system for the Fire Department; and

Section 2. That the Mayor is authorized to sign the Agreement on behalf of the City of Belton, Missouri.

Section 3. That this Ordinance shall be in full force and effect from the date of its passage, adoption, and approval by the Mayor.

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

READ FOR THE FIRST TIME: November 8, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ___ day of _____ 2016.

Approved this ___ day of _____ 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 8th day of November, 2016, and thereafter adopted as Ordinance No. 2016-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2016, after the second reading thereof by the following vote, to-wit:

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

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



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

DATE: September 19, 2016 AGENDA DATE: November 8, 2016

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

DEPARTMENT: Fire

Approvals

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

Table with 5 columns: Ordinance (checked), Resolution, Consent Item, Change Order, Motion, Agreement, Discussion, FYI/Update, Public Hearing.

ISSUE/REQUEST

Need to renew the Maintenance and Service Agreement with C & C Group for maintenance and service on the department's phone system.

PROPOSED CITY COUNCIL MOTION

Approve the Maintenance and Services Agreement with C & C Group for maintenance and service on the department's phone system.

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

The department purchased a new phone system in 2008 and has had a maintenance and service agreement since then.

This renews the current agreement with changes made by the City Attorney.

IMPACT/ANALYSIS:

This is an on-site Comprehensive Coverage Plan.

FINANCIAL IMPACT

Table with financial data: Contractor, Amount of Request/Contract (\$ 1,400.00), Amount Budgeted (\$ 0), Funding Source (General Fund/ Maintenance Agreement 010-3600-400-2015), Additional Funds (\$ 0.00), Funding Source (N/A), Encumbered (\$ 0.00), Funds Remaining (\$ 24,119.26).

Table with three columns: TIMELINE:, START:, FINISH:

OTHER INFORMATION/UNIQUE CHARACTERISTICS:

It is a five year agreement with payments paid annually and is in the FY17 Budget.

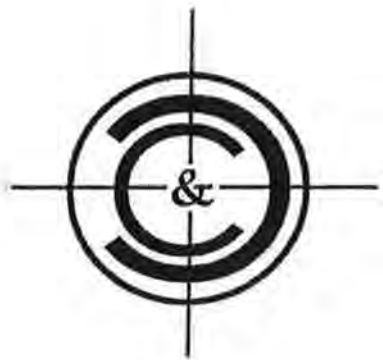
STAFF RECOMMENDATIONS:

Approve recommendation by staff.

Action and Date:

LIST OF REFERENCE DOCUMENTS ATTACHED:

C & C Group Maintenance and Service Agreement
Ordinance



C&C Group

**NETWORK SERVICES SSA
MAINTENANCE AGREEMENT PROPOSAL**

August 30, 2016

ShoreTel VOIP Software/Hardware Maintenance
City of Belton - Belton Fire Department

10012 Darnell Street
Lenexa, Kansas 66215
Phone: 913.888.6200
Fax: 913.888.0544
www.c-cgroup.com

- Temperature Controls
- Security Solutions
- Network Services
- Fire Safety
- Access Floors
- Standby Generators
- NEBB Test and Balance



Table of Contents

- C&C Group Vision & Mission
- Benefits for SSA Customers
- Network Services - Service Support Agreement (SSA)
- Description of Services Selected
- Scope of Selected Services
- Special Provisions
- Terms and Conditions
- Network Services - Service Labor Rates Sheet

Optional Sections

- Appendix A – Equipment Covered
- Appendix B – Preventative Maintenance Details



C&C Group - Vision & Mission

Vision - Our goal is to free your time so that you can focus on your core business. We target your success.

Mission Statement – We promise to work hard so that our customers will...

- Be Comfortable
- Be Safe
- Be Secure
- Be Happy
- and Be Successful

History and Services – Since 1974, C&C Group is a proven leader in the building services industry. Through our history and growth, C&C Group has emerged from a manufactures representative and computer room equipment specialty provider to the total facilities system integrator we are today. We specialize in both stand alone and fully integrated systems focusing on Temperature Controls/Building Automation, Security Solutions, Fire and Life Safety Systems, Network Services, Access Flooring Systems, Standby Generators, and NEBB Test and Balance.

Experience – Almost 40 plus years of consulting, contracting, service, and facility support puts C&C Group in a unique position to share our experiences with our customer. This experience translates into solutions targeted at your success.

Technical Competence – We provide a professional, highly skilled and factory trained workforce. Our field service personnel are backed by the best professional engineers, project managers, and support staff in the industry.

Locations – C&C Group's strategic locations put us in easy reach of our customers. C&C Group has locations in Kansas City, St Louis, Wichita, Springfield, and Jefferson City from which to serve you, and few limitations on where we can go from there. Whether you have local, regional, national, or global needs, we can be there.

Flexibility – C&C Group prides itself on providing custom tailored system solutions and service packages to fit your business needs. This helps us work together with you in providing the specific services you and your systems require, thus maximizing your service dollar.

Reliability – Trust in using a leader in total building solutions. C&C Group's long term reputation for providing excellent customer service on professionally installed systems is the very reason for our longevity and success. Please allow us to be a part of your success.

Customer Service – We take pride in focusing on excellent customer service with training programs. We create a culture in which our employees are encouraged and rewarded for providing excellent customer service to everyone, every day, every time.



Benefits for SSA Customers

Special Service Rates - Service Support Agreement (SSA) customers receive a preferred discounted labor rate based on our current labor rates.

Priority Service – Every effort is made to respond to all calls in the most efficient and timely manner, however, SSA customers will receive priority over non SSA customers for emergency calls.

Agreement Flexibility – Every Service Support Agreement (SSA) is customized to meet your needs. After listening to what your requirements are, we incorporate them into this agreement. Whether it's full maintenance, preventative maintenance, test and inspect, cleaning, training, monitoring, or other services, we will always provide you the opportunity to purchase only the items you need and not load your agreement with unnecessary services.

Specific System Benefits – Listed under the heading of "Description of Service" is a description of additional benefits you will receive specific to the services you've selected or requested.

Scheduling Flexibility – We will always schedule our maintenance services at your convenience per this agreement. We will contact you in advance to let you know when we will be there. If you require a specific day and time for your selected services, we will do everything possible to accommodate your request.

Green Follow Up – After each completed inspection or service call, you will receive a copy of your work order along with inspection forms by email. In appreciation of your business, this email will let you know that we have completed the service, graciously thank you for your business, and ask for your input on how satisfied you are with our service. Please provide us feedback and help us protect our environment by only printing these emails when absolutely necessary.

Deficiency Reporting – Any deficiencies discovered during a preventative maintenance call will be noted on the inspection forms, you will be contacted to discuss the priority level of the deficiencies, and receive a detailed proposal from our office to cover the repairs.

Investment Protection – Systems that are well maintained, cleaned, tested, and kept in functional order will last longer and provide the desired system benefits longer than systems that are neglected and go without required maintenance. Whether it's an emergency generator during power outages, a fire system for life safety, a security system for asset protection, a controls system for comfort and energy savings, all these systems and others provide a lower total overall cost of ownership and longevity when properly maintained.



Network Services - Service Support Agreement (SSA)

This agreement is made by and between the city of Belton through Belton Fire Department ("Customer") and C&C Group ("Contractor") and is effective as of September 1, 2016 to August 31, 2021.

Site Location(s):

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

The Contractor will provide checked services:

- | | |
|---|---|
| N01 <input checked="" type="checkbox"/> ShoreTel Partner Plus | N11 <input type="checkbox"/> Desktop and /or Server Anti-virus |
| N02 <input checked="" type="checkbox"/> ShoreTel Phone System Management | N13 <input type="checkbox"/> Desktop Support |
| N03 <input checked="" type="checkbox"/> ShoreTel Phone System Software
Upgrades and Hardware Replacement | N14 <input type="checkbox"/> Infrastructure Hardware Monitoring and
Email Alerting |
| N04 <input type="checkbox"/> Server and/or Desktop Hardware
Troubleshooting | N15 <input type="checkbox"/> Network Health Reports |
| N05 <input type="checkbox"/> Windows Servers Monitoring and Email | N16 <input type="checkbox"/> |
| N06 <input type="checkbox"/> Block of Hours | N17 <input type="checkbox"/> |
| N07 <input type="checkbox"/> NOC Windows Server Management | N18 <input type="checkbox"/> |
| N08 <input type="checkbox"/> Windows Servers OS Updates | N19 <input type="checkbox"/> |
| N09 <input type="checkbox"/> Backup Software Monitoring & Email
Alerts | |
| N10 <input type="checkbox"/> Active Directory User Changes and Adds | |
| N12 <input type="checkbox"/> Custom Feature: | |

TOTAL PRICE (Plus Any Applicable Tax)

<i>Term</i>	<i>Customer Cost</i>	<i>Customer Term (X)</i>
5-Year	\$7,000	

\$1,400 a year for five years for a five year total of \$7,000

Billing Schedule: Monthly Quarterly Semi-Annual Annual Advance



Network Services - Service Support Agreement (SSA)

Scope of Selected Services:

This agreement provides an overview and description of services that are commonly selected by our customers. A provision for customizing this agreement is provided to best meet your specific needs. A description of these commonly selected services is provided in the next section of this agreement for your consideration.

The following ShoreTel hardware and software is covered by the support as well as the Labor time for Software upgrade and any RMA necessary. Second line of support for Moves add changes. Description of Services below: (N01,N02, N03): Handsets not covered by this support.

N01. ShoreTel Partner Plus

This is a must have feature for ShoreTel phone system users. Partner Plus provides phone system software upgrades as they become available, advanced factory direct technical support for our technicians in maintaining your system, cost of hardware replacements for core system component, excluding handsets. Labor to trouble shoot, install, and programming are not provided as a part of this SSA feature, and will be billed at our discounted SSA customer rates.

N02. ShoreTel Phone System Management

C&C Group's SSA Agreement feature, Phone System Management is provided to allow a qualified C&C Group Technician make needed adds, moves, or changes to your organizations phone system programming for you at your request on a scheduled basis. This incredible SSA Agreement feature allows you to focus on your business instead of managing your phone system. These changes are assumed to be changes to users, handsets, call routing, and basic automated scheduling. This SSA Agreement feature does not include any labor or hardware needed for system expansion.

N03. Phone System Software Upgrades & Hardware Replacement

This SSA agreement feature is designed as an additional benefit for customers that have also purchased our SSA option N01 ShoreTel Partner Plus. This service feature covers the cost of labor required to upgrade the software on your phone system, up to twice a year at no additional cost to you. By applying the phone system upgrades, you are able to keep your phone system on a current release of the software which often contains new functionality, up to date integration capability with the new versions of Microsoft Office, fixes for integration with Windows Explorer, and overall bug fixes. The actual cost of the software is covered by the ShoreTel Partner Plus option N01. This SSA agreement feature does include hardware replacement assistance for hardware failures or labor and materials to replace handset failures. Upon your approval to replace the handset, the actual parts and labor required to replace the handset will be discounted and invoiced to you at our current hourly SSA customer rate.



ShoreTel hardware and software is covered:

Qty	Description	Serial #	Ship Date
1	Voice Switch SG-50	S50F13092E8927	9/16/2013
1	Voice Switch SG-50	S50F13072E8578	9/16/2013
1	Voice Switch SG-220T1	T1AF13162E9674	9/13/2013
1	SBE 100 Bundle		9/13/2013
50	Extension & Mailbox License		9/13/2013
1	Extension-only License		9/13/2013
50	Personal Access License		9/13/2013
1	Operator Access License		9/13/2013
4	Additional Site License		9/13/2013
24	SIP Trunk Software License		9/13/2013

CUSTOMER

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

By: _____
 Printed Name: _____
 Date: _____
 Title: _____
 Phone #: _____
 Fax #: _____
 Email: _____
 Customer PO #: _____

CONTRACTOR

C&C Group
 10012 Darnell Streets
 Lenexa, Kansas 66215
EEO/AA

By: _____
 Printed Name: *Steve Mynsted*
 Date: _____
 Title: *Network Services*
 Phone #: *913-529-6247*
 Fax #: *913-529-6287*
 Email: *Smynsted@c-cgroup.com*



Terms and Conditions

The Customer shall provide reasonable means of access to the equipment being maintained. Normal operation such as starting, stopping, and resetting of the listed equipment is not included, however, Contractor will be permitted to start and stop all primary equipment to the operation of the system.

The parties agree that the equipment, once installed, is in exclusive possession and control of the Customer, and it is the Customer's sole responsibility to test the operation of the system and to notify the contractor if equipment is in need of repair.

Contractor does not warrant or represent that the system equipment will prevent any loss, damage, or injury to person or property, by reason of burglary, theft, hold up, fire, smoke, equipment failure or otherwise, or that the equipment will in all cases provide the protection or function for which it was installed or intended. Customer acknowledges that contractor is not an insurer, and that Customer assumes all risk for loss or damage to Customer's premises or its contents. Contractor has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use.

For Customers selecting the Full Maintenance Option, Customer's exclusive remedy for contractor's default hereunder is to require contractor to repair or replace, at contractor's option, any system equipment or part of the system equipment which is non-operational. Obsolete and therefore unavailable equipment will automatically be removed from this agreement. Alternatives will be quoted at Customer's request for system replacement or upgrade. Contractor and Customer assume the non-occurrence of the following contingencies, which, without limitation, might render the performance of contractor impractical; strikes, fire, flood, war, acts of nature, governmental rulings, or non-delivery by suppliers, and all other contingencies beyond this reasonable control of contractor.

All repairs, replacement or alteration to the system equipment made by reason of alteration to Customer's premises, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Customer. No apparatus or device shall be attached to or connected to the system equipment as originally installed without contractor's written consent. In the event the system is altered, modified, changed or moved, C&C Group, reserves the right to terminate or re-negotiate the agreement based on the condition of the system after the changes have been made.

Contractor, shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not restricted to acts of God, war, civil commotion, acts of government, fire, theft, corrosion, electrolytic action, floods, lightning, freeze-up, strikes, lock-outs, differences with other trades, riots, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labor materials or malicious mischief.

Contractor, reserves the right to discontinue this maintenance testing service agreement at any time, without notice, unless all payments under this contract shall have been made as agreed. Either party may terminate this agreement with 30 days written notice. Customer will pay in full all payments due for services already performed prior to termination.

The parties agree that the contractor is not an insurer and no insurance coverage is offered herein. Customer's payments to contractor are for service of the system equipment designed to reduce certain risk or loss, though contractor does not guarantee that no loss will occur. Contractor is not assuming liability, and therefore shall not be liable to Customer for any losses or damages sustained by Customer as a result of burglary, theft, hold-up, fire, equipment failure outside covered in contract, or any cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed by the contractor's negligent performance or failure to perform any obligation.

It is further understood that the equipment covered under this agreement is in maintainable condition and eligible for the proposed services. If at the time of start-up or on the first inspection, repairs are found necessary, such repairs charges will be submitted for the owner's approval. If these charges are declined, those items will be eliminated from the agreement and the price of the agreement will be adjusted in accordance with equipment covered.

If Customer, directly or indirectly, contracts with or hires any Contractor's employee engaged in providing services to Customer under this agreement or any other agreement, written or oral, Contractor will be entitled to compensation and have the option of negotiating a change in contract terms. Compensation will be at a minimum the equivalent of 30% of the employees' annual salary as a finder's fee. This clause is applicable for a period of up to ninety (90) days from the last date of services rendered by a Contractor's employee to Customer.



SECTION VI

L

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING RIGHT OF ENTRY AND SEWER CONNECTION TERMS AND CONDITIONS TO PROPERTY OUTSIDE BELTON, MISSOURI CITY LIMITS FOR BUILDING PERMITS IN REGARDS TO SEWER CONNECTIONS FOR PROPERTIES DESCRIBED AS LOTS 14 AND 15, BROOKWOOD, LOTS 1-19, A SUBDIVISION IN CASS COUNTY, MISSOURI.

WHEREAS, the City of Belton, Missouri and Water District No. 2 of Cass County have entered into a water billing agreement, approved as ordinance number 99-2635 by the Belton City Council on July 27, 1999 to provide a mechanism for the District to provide the City with water and sewer usage numbers for billing purposes; and

WHEREAS, the City of Belton, Missouri is a municipal corporation and constitutional charter city in Cass County, Missouri and provides sanitary sewer services to properties in the City limits and in certain circumstances to properties outside the city limits but adjacent to or in close proximity to the City limits pursuant to Unified Development Code Section 42-6; and

WHEREAS, Steve and Susan Parsons own two residential lots in unincorporated Cass County and are preparing to build homes on both. These two lots are immediately adjacent to the City of Belton's existing 36" sewer interceptor that conveys sewage to the nearby Belton Wastewater Treatment Facility (WWTF). Rather than constructing expensive and maintenance-heavy septic systems, the Parsons contacted the Public Works Department in April of this year to connect to the Belton interceptor; and

WHEREAS, The Public Works Director in May discussed these requests for connections from non-Belton residents generally at the May 3, 2016 City Council Work Session. The general direction provided to the department at that time was to proceed with working out the details for each request on a case-by-case basis; and

WHEREAS, Pursuant to Section 42-6 - Policies for the connection of city utility services with property lying outside the city, paragraph e. states:

Each application for connection shall be evaluated individually and require specific approval by the city council and the provisions of this section shall not be construed to create an entitlement or automatic right of approval for connection of each and every application meeting the requirements of this section; and

WHEREAS, City staff coordinated with Cass County to clarify responsibilities of inspection and approval of the installation of the private sewer line and connection to the City's interceptor. The County instructed staff that this work should be inspected and approved by the City because it is creating a connection to the City's sewer system; and

WHEREAS, City Council believes this sewer connection is beneficial to the City and adjoining properties for long term sustainability and public health; and

WHEREAS, Staff recommends the City Council approve the attached terms and conditions documents, **Exhibits A and B**. Upon approval, these terms and conditions will be included with a

building permit issued by the City. The terms and conditions documents would be recorded with the County and would run with the land and apply to all future property owners.

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

- SECTION 1. To authorize and approve the Right of Entry and Sewer Connection Terms and Conditions to Property Outside Belton, Missouri City Limits, herein attached and incorporated as Exhibits A & B, for building permits in regards to sewer connections for properties described as Lots 14 and 15, Brookwood, Lots 1-19, a Subdivision in Cass County, Missouri as described above.
- SECTION 2. To instruct the City Clerk or designee to record with the Cass County Recorder.
- SECTION 3. This ordinance shall take effect and be in full force from and after its passage and approval.
- SECTION 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: November 8, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 8th day of November, 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: November 8, 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 checked="" type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

Steve and Susan Parsons own two residential lots in unincorporated Cass County and are preparing to build homes on both. These two lots are immediately adjacent to the City of Belton’s existing 36” sewer interceptor that conveys sewage to the nearby Belton Wastewater Treatment Facility (WWTF). Rather than constructing expensive and maintenance-heavy septic systems, the Parsons contacted the Public Works Department in April of this year to connect to the Belton interceptor.

The Public Works Director in May discussed these requests for connections from non-Belton residents generally at the May 3, 2016 City Council work session. The general direction provided to the department at that time was to proceed with working out the details for each request on a case-by-case basis.

Section 42-6 - Policies for the connection of city utility services with property lying outside the city, paragraph e. states:

Each application for connection shall be evaluated individually and require specific approval by the city council and the provisions of this section shall not be construed to create an entitlement or automatic right of approval for connection of each and every application meeting the requirements of this section.

City staff coordinated with Cass County to clarify responsibilities of inspection and approval of the installation of the private sewer line and connection to the City’s interceptor. The County instructed staff that this work should be inspected and approved by the City because it is creating a connection to the City’s sewer system.

Staff proposes to include the attached terms and conditions documents with a building permit issued by the City upon approval by Council. The terms and conditions documents would be recorded with the County and would run with the land and apply to all future property owners.

PROPOSED CITY COUNCIL MOTION:

At the November 8, 2016 City Council Regular Session, authorize and approve both readings of an ordinance of the City of Belton, Missouri authorizing and approving Right of Entry and Sewer Connection Terms and Conditions to Property Outside Belton, Missouri City limits for building permits in regards to sewer connections for properties described as Lots 14 and 15, Brookwood, Lots 1-19, a subdivision in Cass County, Missouri.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance
- Map
- Terms and Conditions of Sewer Connection



Interceptor Connection Area of Interest



-  Area of Interest
-  Waste Water Treatment Facility
-  Sanitary Manhole
-  Sanitary Sewer

0 250 500 1,000
Feet



Space Above Line Reserved For Recorder's Use

When recorded this instrument should be returned to:

***Zach Matteo
City of Belton
520 Main Street
Belton, MO 64012***

TITLE OF DOCUMENT:	RIGHT OF ENTRY AND SEWER CONNECTION TERMS AND CONDITIONS TO PROPERTY OUTSIDE BELTON, MISSOURI CITY LIMITS
DATE OF DOCUMENT:	October 21, 2016
LEGAL DESCRIPTION:	Lot 14, BROOKWOOD, LOTS 1 THRU 19, a subdivision in Cass County, Missouri
REFERENCE NUMBER:	N/A

RIGHT OF ENTRY AND SEWER CONNECTION
TERMS AND CONDITIONS
TO PROPERTY OUTSIDE BELTON, MISSOURI CITY LIMITS

WHEREAS, the City of Belton, Missouri (hereinafter "City") and Water District No. 2 of Cass County (hereinafter "District") have entered into a water billing agreement, approved as ordinance number 99-2635 by the Belton City Council on July 27, 1999 to provide a mechanism for the District to provide the City with water and sewer usage numbers for billing purposes; and

WHEREAS, the City of Belton, Missouri is a municipal corporation and constitutional charter city in Cass County, Missouri and provides sanitary sewer services to properties in the city limits and in certain circumstances to properties outside the city limits but adjacent to or in close proximity to the city limits pursuant to Unified Development Code (UDC) Section 42-6; and

WHEREAS, sanitary services to the property outside the Belton, Missouri city limits located at Lot 14, BROOKWOOD, LOTS 1 THRU 19, a subdivision in Cass County, Missouri depicted in Exhibit A-1 and A-2, herein attached and incorporated to this terms and conditions document, and owned by Steve Parsons and Susan Parsons, as husband and wife, (hereinafter "Property Owners"), shall include construction of an 8-inch private sewer and a 4-inch lateral (hereinafter "lateral" and "building sewer") and shall be performed in conformance with the plans depicted in Exhibit B-1 and B-2; and

WHEREAS, the provision of sanitary services to the property outside the Belton, Missouri city limits located at Lot 14, BROOKWOOD, LOTS 1 THRU 19, a subdivision in Cass County, Missouri depicted in Exhibit A-1 and A-2, herein attached and incorporated to this terms and conditions document, and owned by Steve Parsons and Susan Parsons, as husband and wife, (hereinafter "Property Owners"), is in the best interest of the City of Belton and its citizens for health and safety of neighboring properties within the city limits; and

WHEREAS, these right of entry and sewer connection terms and conditions shall run with the land and apply to all future property owners of said property, so long as the City of Belton is providing sewer service to the property.

NOW, THEREFORE, for the consideration of issuing a City of Belton building permit for connection of private infrastructure (an 8-inch sanitary sewer and 4-inch lateral sewer) and payment by the Property Owners to the City a sewer connection fee of \$600.00 plus the costs of review and inspection performed by the City's Public Works Department of \$199.38, plus recording fees of \$39.00, totaling \$838.38 for connection of private sewer service, the Property Owners agree as follows:

1. Premises

- a. These right of entry and sewer connection terms and conditions shall run with the land and apply to all current and future property owners of Lot 14, BROOKWOOD, LOTS 1 THRU 19, a subdivision in Cass County, Missouri, so long as the City of Belton is providing sewer service.

2. Initial Construction.

- a. All costs and expense incident to the installation and connection of the building sewer shall be borne by the Property Owners. The Property Owners shall indemnify the city from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer. (UDC Section 42-244 *Responsibility for costs of building sewer, connection and damage*)
- b. Installation of the private 4-inch lateral and the private 8-inch sewer shall conform to the most current International Plumbing Code as approved by the City of Belton Building Inspections division. (UDC Section 42-253 a.3.d *Relative responsibilities of owner, contractor, city with reference to connection*)
- c. All improvements or impacts to public infrastructure, including the physical connection of the private 8-inch sewer to the Belton sewer interceptor, and also including any repair or restoration work to a public street, if damaged during construction activities performed by the Property Owners or his representative, shall be designed and constructed in conformance with the City of Belton Design and Construction Manual. (UDC Section 36-65 *Design criteria and construction standards*)
- d. Installation of the private 4-inch lateral and the private 8-inch sewer, including the physical connection of the private sewer to the Belton sewer interceptor, shall be performed in conformance with the plans depicted in Exhibit B-1 and B-2, herein attached and incorporated to this terms and conditions document.
- e. Property Owners grant the City, its agents, employees, and all persons contracting with the City and their employees, to make entry upon said property to perform inspection of construction activities associated with the installation of the private 4-inch lateral and the private 8-inch sewer, including the physical connection of the private sewer to the Belton sewer interceptor.
- f. Property Owners, their agents and all persons contracting with the Property Owners, shall not perform excavation or work, as defined in City Code Section 19-101, in the public right-of-way without a right-of-way permit. See City Code Chapter 19 for more details and applicable requirements.
- g. No erection of any accessory structure including fence, shed, or any other structure, shall be allowed within the boundaries of the City's sanitary sewer easement, measuring 20 feet total and approximately 10 feet on both sides from the sewer centerline, located over the City interceptor, and recorded by separate instrument.
- h. No additional lateral other than those laterals depicted in Exhibit B-1 shall be allowed to be connected to or discharge into the Belton public sewer, without prior approval of the City.

3. **Right of Entry**

- a. The City or its agents, and any persons contracting with the City will restore or repair damage to fences, driveways, sidewalks or lawn areas on Property Owners' property arising from or in connection with maintenance of the sanitary sewer interceptor.
- b. Property Owners grant the City, its agents, employees, and all persons contracting with the City and their employees, to make entry upon said property to perform inspection of the construction activities described in Section 2 of this document, and to perform maintenance of the sanitary sewer interceptor, and to perform other activities related to the sanitary sewer interceptor.
- c. Property Owners grant City authorization to inspect home and lot for illicit connections to public service line or sewer, including uncapped cleanouts, sump pumps, downspouts, driveway drains or any other contributor of infiltration/inflow to the public sewer. City shall provide Property Owners seven calendar days' written notice prior to performing the inspection. If any illicit connections are found, Property Owners shall repair said defects within 30 calendar days.
- d. No claim for damages for wrongful entry or trespass shall be made by the Owner against the City on the real property.

4. **Maintenance.** Property Owners and all future property owners of Lot 14 shall inspect private lateral and private sewer main including the point of connection to the Belton sewer interceptor at least once every three years. If any defects are found in the private sewer lateral, Property Owners shall repair said defects within 30 calendar days. Property Owners are responsible for all costs associated with maintenance of the private sewer lateral including the point of connection to the Belton sewer interceptor.

5. **User Rates.** Property Owners shall pay sewer rates monthly in conformance with the City's agreement with Property Owners' water purveyor. City of Belton UDC Section 42-496 Section d.3 *Sewer rates for residential contributors outside City* prescribes the monthly rate owed by the Property Owners. Property Owners are subject to future modifications of these rates.

6. **Enforcement of this Document.** If the Property Owners fail to meet any of the terms of this document and an amicable resolution cannot be reached, the City shall notify Property Owners to correct the deficiency in a reasonable time frame. If deficiency is not corrected, the City shall take necessary actions to protect the City's sewer system, including to plug the private 8-inch at the point of connection to the Belton sewer interceptor.

IN WITNESS WHEREOF, Property Owners have signed this document to be effective as of the date first indicated above.

Steve Parsons
Steve Parsons

Susan Parsons
Susan Parsons

State of Missouri
County of Cass

On this 31 day of Oct in the year 2016, before me, the undersigned notary public, personally appeared Susan + Steve Parsons known to me to the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Ellen Myers
Notary Public:

My commission expires:
Aug 16, 2020



ELLEN MYERS
My Commission Expires
August 16, 2020
Cass County
Commission #12383917

ACCEPTANCE BY CITY OF BELTON, MISSOURI

By: _____
Jeff Davis, Mayor

ATTEST:

Patricia A. Ledford, City Clerk

State of _____
County of _____

On this ___ day of _____ in the year _____, before me, the undersigned notary public, personally appeared _____, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public:

My commission expires:

EXHIBIT A-1

Legal Description of Property

Lot 14, BROOKWOOD, LOTS 1 THRU 19, a subdivision in Cass County, Missouri

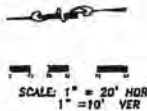
Exhibit A-2

Site Location



OD CREEK ESTATES
T 5

STEVE & SUSAN PARSONS
BROOKWOOD
LOT 15



Sta. 0+85.36
8" 45' Ell bow R/L

4" LAT. 15 L.F.

Property Line

4" WYE GASKETED

ASH CIRCLE

4" WYE GASKETED

4" LAT. 8 L.F.

447.98 L.F. 8" SDR 26

6" CLEAN-OUT

Proposed new U/E

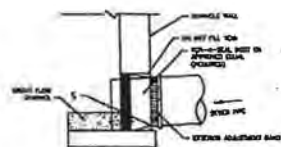
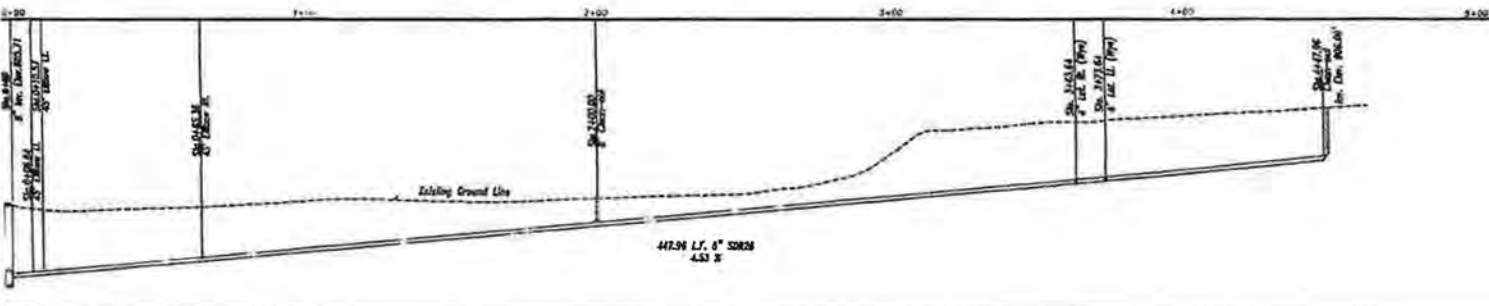
STEVE & SUSAN PARSONS
BROOKWOOD
LOT 14

CONNECT 8" SWR. LINE TO
MANHOLE PER DETAIL SAN-013

FIN-08002
Existing Manhole 4
Inv. Elev. 884.27
Inv. Elev. at 884.47

103

Exhibit B-1



DETAIL SAN-013

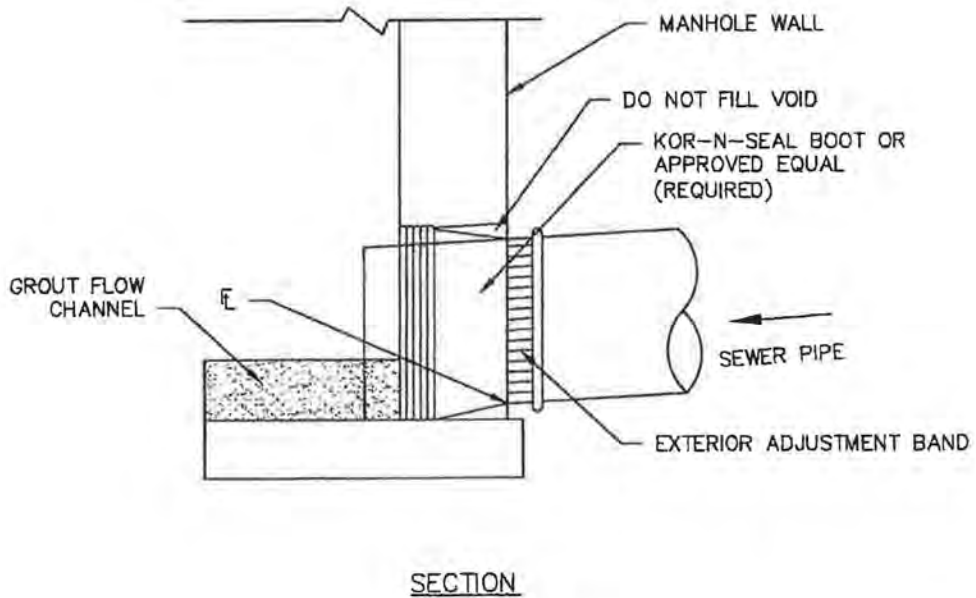
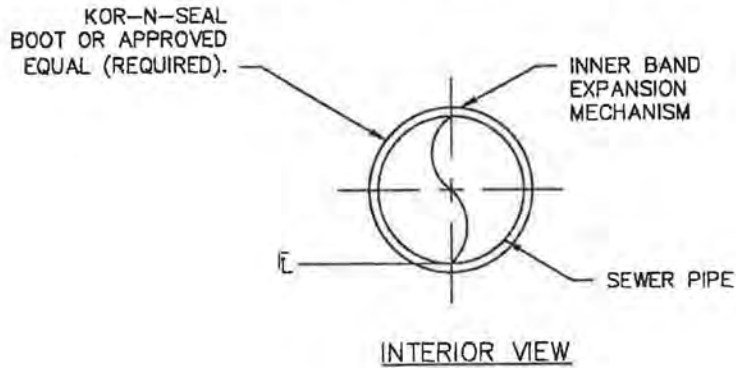


**BROOKWOOD PRIVATE
SEWER LINE EXTENSION
FOR LOTS 14 AND 15**

GRAVITY SEWER PLAN

Environmental Responsible Professional	Drawn By: Dan Owens	DATE: 8/8/18	Proj. No. 18-B-50
SECTION 8	TOWNSHIP 47	RANGE 30	COUNTY CASS
	STATE MO	SHEET 1 OF 1	

Exhibit B-2



TYPICAL CONNECTION TO EXISTING MANHOLE

2015 Details



City of
BELTON
Missouri

SANITARY BOOT DETAIL

SCALE: NO SCALE
DETAIL NO: SAN-013
DATE: 03-16-15

REV.	DATE	DESCRIPTION



Space Above Line Reserved For Recorder's Use

When recorded this instrument should be returned to:

*Zach Matteo
City of Belton
520 Main Street
Belton, MO 64012*

TITLE OF DOCUMENT:	RIGHT OF ENTRY AND SEWER CONNECTION TERMS AND CONDITIONS TO PROPERTY OUTSIDE BELTON, MISSOURI CITY LIMITS
DATE OF DOCUMENT:	October 21, 2016
LEGAL DESCRIPTION:	Lot 15, BROOKWOOD, LOTS 1 THRU 19, a subdivision in Cass County, Missouri
REFERENCE NUMBER:	N/A

RIGHT OF ENTRY AND SEWER CONNECTION
TERMS AND CONDITIONS
TO PROPERTY OUTSIDE BELTON, MISSOURI CITY LIMITS

WHEREAS, the City of Belton, Missouri (hereinafter "City") and Water District No. 2 of Cass County (hereinafter "District") have entered into a water billing agreement, approved as ordinance number 99-2635 by the Belton City Council on July 27, 1999 to provide a mechanism for the District to provide the City with water and sewer usage numbers for billing purposes; and

WHEREAS, the City of Belton, Missouri is a municipal corporation and constitutional charter city in Cass County, Missouri and provides sanitary sewer services to properties in the city limits and in certain circumstances to properties outside the city limits but adjacent to or in close proximity to the city limits pursuant to Unified Development Code (UDC) Section 42-6; and

WHEREAS, sanitary services to the property outside the Belton, Missouri city limits located at Lot 15, BROOKWOOD, LOTS 1 THRU 19, a subdivision in Cass County, Missouri depicted in Exhibit A-1 and A-2, herein attached and incorporated to this terms and conditions document, and owned by Steve Parsons and Susan Parsons, as husband and wife, (hereinafter "Property Owners"), shall include construction of an 8-inch private sewer and a 4-inch lateral (hereinafter "lateral" and "building sewer") and shall be performed in conformance with the plans depicted in Exhibit B-1 and B-2; and

WHEREAS, the provision of sanitary services to the property outside the Belton, Missouri city limits located at Lot 15, BROOKWOOD, LOTS 1 THRU 19, a subdivision in Cass County, Missouri depicted in Exhibit A-1 and A-2, herein attached and incorporated to this terms and conditions document, and owned by Steve Parsons and Susan Parsons, as husband and wife, (hereinafter "Property Owners"), is in the best interest of the City of Belton and its citizens for health and safety of neighboring properties within the city limits; and

WHEREAS, these right of entry and sewer connection terms and conditions shall run with the land and apply to all future property owners of said property, so long as the City of Belton is providing sewer service to the property.

NOW, THEREFORE, for the consideration of issuing a City of Belton building permit for connection of private infrastructure (an 8-inch sanitary sewer and 4-inch lateral sewer) and payment by the Property Owners to the City a sewer connection fee of \$600.00 plus the costs of review and inspection performed by the City's Public Works Department of \$199.38, plus recording fees of \$39.00, totaling \$838.38 for connection of private sewer service, the Property Owners agree as follows:

1. Premises

- a. These right of entry and sewer connection terms and conditions shall run with the land and apply to all current and future property owners of Lot 15, BROOKWOOD, LOTS 1 THRU 19, a subdivision in Cass County, Missouri, so long as the City of Belton is providing sewer service.

2. Initial Construction.

- a. All costs and expense incident to the installation and connection of the building sewer shall be borne by the Property Owners. The Property Owners shall indemnify the city from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer. (UDC Section 42-244 *Responsibility for costs of building sewer, connection and damage*)
- b. Installation of the private 4-inch lateral and the private 8-inch sewer shall conform to the most current International Plumbing Code as approved by the City of Belton Building Inspections division. (UDC Section 42-253 a.3.d *Relative responsibilities of owner, contractor, city with reference to connection*)
- c. All improvements or impacts to public infrastructure, including the physical connection of the private 8-inch sewer to the Belton sewer interceptor, and also including any repair or restoration work to a public street, if damaged during construction activities performed by the Property Owners or his representative, shall be designed and constructed in conformance with the City of Belton Design and Construction Manual. (UDC Section 36-65 *Design criteria and construction standards*)
- d. Installation of the private 4-inch lateral and the private 8-inch sewer, including the physical connection of the private sewer to the Belton sewer interceptor, shall be performed in conformance with the plans depicted in Exhibit B-1 and B-2, herein attached and incorporated to this terms and conditions document.
- e. Property Owners grant the City, its agents, employees, and all persons contracting with the City and their employees, to make entry upon said property to perform inspection of construction activities associated with the installation of the private 4-inch lateral and the private 8-inch sewer, including the physical connection of the private sewer to the Belton sewer interceptor.
- f. Property Owners, their agents and all persons contracting with the Property Owners, shall not perform excavation or work, as defined in City Code Section 19-101, in the public right-of-way without a right-of-way permit. See City Code Chapter 19 for more details and applicable requirements.
- g. No erection of any accessory structure including fence, shed, or any other structure, shall be allowed within the boundaries of the City's sanitary sewer easement, measuring 20 feet total and approximately 10 feet on both sides from the sewer centerline, located over the City interceptor, and recorded by separate instrument.
- h. No additional lateral other than those laterals depicted in Exhibit B-1 shall be allowed to be connected to or discharge into the Belton public sewer, without prior approval of the City.

3. Right of Entry

- a. The City or its agents, and any persons contracting with the City will restore or repair damage to fences, driveways, sidewalks or lawn areas on Property Owners' property arising from or in connection with maintenance of the sanitary sewer interceptor.
- b. Property Owners grant the City, its agents, employees, and all persons contracting with the City and their employees, to make entry upon said property to perform inspection of the construction activities described in Section 2 of this document, and to perform maintenance of the sanitary sewer interceptor, and to perform other activities related to the sanitary sewer interceptor.
- c. Property Owners grant City authorization to inspect home and lot for illicit connections to public service line or sewer, including uncapped cleanouts, sump pumps, downspouts, driveway drains or any other contributor of infiltration/inflow to the public sewer. City shall provide Property Owners seven calendar days' written notice prior to performing the inspection. If any illicit connections are found, Property Owners shall repair said defects within 30 calendar days.
- d. No claim for damages for wrongful entry or trespass shall be made by the Owner against the City on the real property.

4. Maintenance Property Owners and all future property owners of Lot 15 shall inspect private lateral and private sewer main including the point of connection to the Belton sewer interceptor at least once every three years. If any defects are found in the private sewer lateral, Property Owners shall repair said defects within 30 calendar days. Property Owners are responsible for all costs associated with maintenance of the private sewer lateral including the point of connection to the Belton sewer interceptor.

5. User Rates Property Owners shall pay sewer rates monthly in conformance with the City's agreement with Property Owners' water purveyor. City of Belton UDC Section 42-496 Section d.3 *Sewer rates for residential contributors outside City* prescribes the monthly rate owed by the Property Owners. Property Owners are subject to future modifications of these rates.

6. Enforcement of this Document If the Property Owners fail to meet any of the terms of this document and an amicable resolution cannot be reached, the City shall notify Property Owners to correct the deficiency in a reasonable time frame. If deficiency is not corrected, the City shall take necessary actions to protect the City's sewer system, including to plug the private 8-inch at the point of connection to the Belton sewer interceptor.

IN WITNESS WHEREOF, Property Owners have signed this document to be effective as of the date first indicated above.

Steve Parsons

Steve Parsons

Susan Parsons

Susan Parsons

State of Missouri
County of Cass

On this 31st day of Oct in the year 2016, before me, the undersigned notary public, personally appeared ^{Steve Parsons} Susan Parsons, known to me to the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Ellen Myers

Notary Public:

ELLEN MYERS
My Commission Expires
August 16, 2020
Cass County
Commission #12383917

My commission expires:

Aug 16, 2020



ACCEPTANCE BY CITY OF BELTON, MISSOURI,

By: _____
Jeff Davis, Mayor

ATTEST:

Patricia A. Ledford, City Clerk

State of _____
County of _____

On this ___ day of _____ in the year _____, before me, the undersigned notary public, personally appeared _____, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public:

My commission expires:

EXHIBIT A-1

Legal Description of Property

Lot 15, BROOKWOOD, LOTS 1 THRU 19, a subdivision in Cass County, Missouri

Exhibit A-2

Site Location



XOD CREEK ESTATES
T 5

113

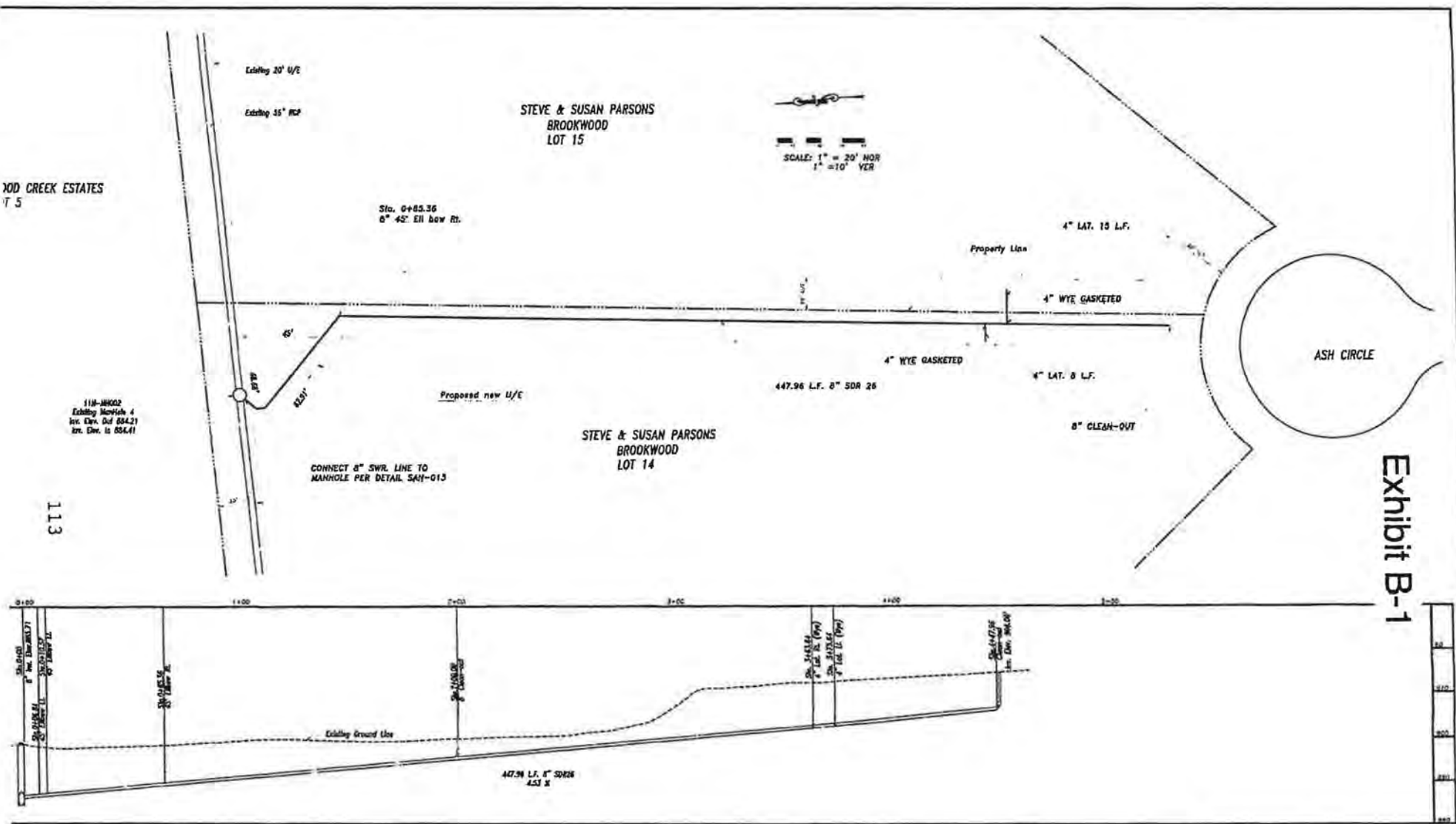


Exhibit B-1



DETAIL SAN-013

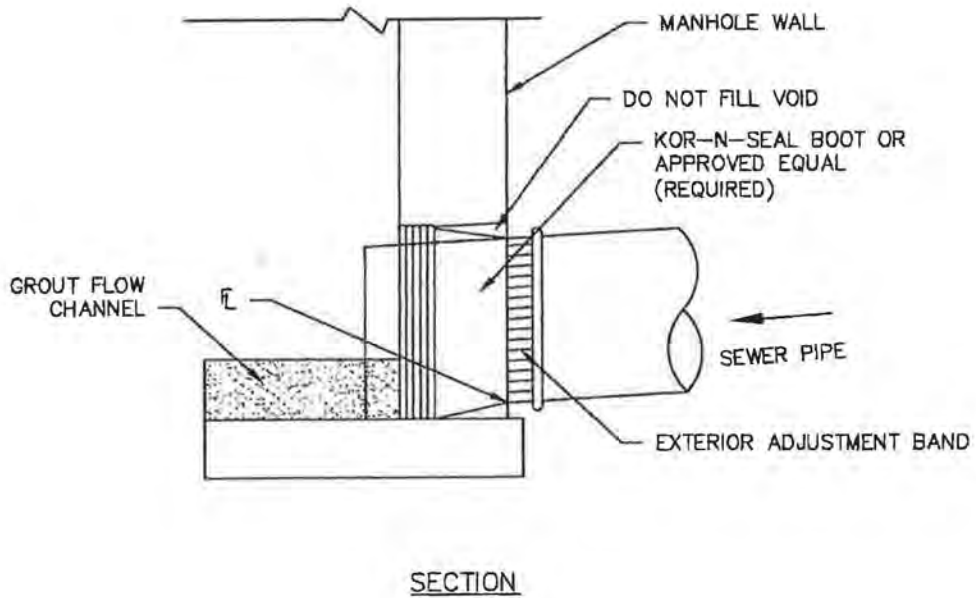
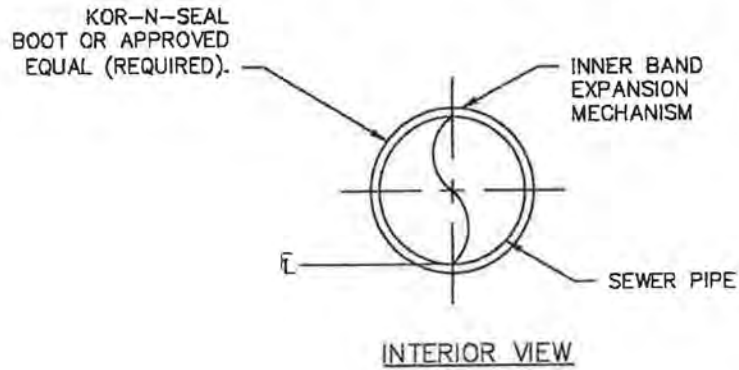


**BROOKWOOD PRIVATE
SEWER LINE EXTENSION
FOR LOTS 14 AND 15**

GRAVITY SEWER PLAN

Environmental Regulations 2700-20-000	Drawn By: Dan Owens	DATE: 8/8/16	Proj. No. 16-E-50
SECTION 8	TOWNSHIP 47	RANGE 30	COUNTY CASS
STATE MO	SHEET 1 of 1		

Exhibit B-2



TYPICAL CONNECTION TO EXISTING MANHOLE

2015 Details



City of
BELTON
Missouri

SANITARY BOOT DETAIL

SCALE: NO SCALE
DETAIL NO: SAN-013
DATE: 03-16-15

REV	