



**CITY OF BELTON
CITY COUNCIL
REGULAR MEETING
TUESDAY, FEBRUARY 27, 2018 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

- I. CALL REGULAR MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – Councilman Trutzel
- 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 February 13, 2018, City Council Regular Meeting.**

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- B. **Motion approving the January 2018 Municipal Police Judge’s Report.**

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- C. **Motion approving a temporary liquor permit for the Fraternal Order of Eagles, 312 Main Street, for a beer garden in their parking lot for the St. Patrick’s Day Parade on March 17, 2018, contingent upon obtaining their state liquor permit.**

- V. PERSONAL APPEARANCES

VI. ORDINANCES

- A. Motion approving final reading of Bill No. 2018-08:

An ordinance approving a renewed and upgraded service agreement between the City of Belton, Missouri and Charter Communications Operating, LLC to support the internet services and interconnections at and between multiple city department locations.

This contract will replace the City's current contract for internet service for all City departments other than the Police Department and phone service for the Park department. The bandwidth/ speed of internet service is increasing and the cost to the City is decreasing due to Charter Communications' new pricing structure. The overall total City savings will equal \$14,292 annually (\$13,318.32 for internet services and \$973.68 for Park phone services).

- B. Motion approving first reading of Bill No. 2018-09:

An ordinance approving a renewed and upgraded service agreement between the city of Belton, Missouri and NSI Holdings of Kansas, Inc. To provide remote data backup and disaster replication services for City Hall, Annex, Fire Stations 1&2, and Water/Street departments.

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- C. Motion approving first reading of Bill No. 2018-10:

An ordinance authorizing the Chief of Police to submit grant applications to the Missouri Department of Transportation (MoDot) Division of Highway Safety for 2018-2019.

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- D. Motion approving first reading of Bill No. 2018-11:

An ordinance approving a contract between the City of Belton and Earthworks Excavation and Associates, LLC to provide demolition of dangerous residential structures services on an as needed basis.

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- E. Motion approving first reading of Bill No. 2018-12:

An ordinance amending sections 1-5; 4-1 (d) (10); 6-4 (h); 26-4 (g); 26-5 (4); 26-8 (b); 40-1 (h); 40-3 (5); 40-4 (3); and 40-4 (14) of the Unified Development Code to eliminate inconsistencies and provide language that is easier to understand for all users of the code.

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VII. RESOLUTIONS

VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR'S COMMUNICATIONS

X. CITY MANAGER'S REPORT

March 2018 meetings

3/6 budget work session & work session – 6:30 pm

3/13 regular session – 7:00 pm

3/27 regular session – 7:00 pm

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 matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2, and that the record be closed.

XIV. ADJOURN

SECTION IV
A

**MINUTES OF THE
BELTON CITY COUNCIL
PUBLIC HEARING AND REGULAR MEETING
FEBRUARY 13, 2018
CITY HALL ANNEX
520 MAIN STREET, BELTON, MISSOURI**

Mayor Davis called the Public Hearing to order at 7:02 P.M.

This public hearing was held to receive public input on the proposed Annual Budget for the fiscal year beginning April 1, 2018 and ending March 31, 2019.

Being no input the public hearing was declared closed at 7:03 P.M.

The public hearing was adjourned and the Council returned to the budget work session.

Mayor Davis called the regular meeting to order at 7:26 P.M.

Councilwoman Peek led the Pledge of Allegiance to the Flag.

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

CONSENT AGENDA:

Councilman Savage moved to approve the consent agenda consisting of **a motion approving the minutes of the January 23, 2018 City Council Regular Meeting and the January 30, 2018 and February 6, 2018 City Council Special Meetings; a motion approving the purchase of an in-car video system from WatchGuard for \$5,170 for the police department; a motion approving Resolution R2018-11: A resolution approving Michael Christopher, Acting 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; a motion approving Resolution R2018-12: A resolution reappointing Patte' Klaus-Schreihofner to the University of Missouri extension council.** Councilman Lathrop seconded. All voted in favor. Consent agenda approved.

ORDINANCES;

Patti Ledford, City Clerk gave the final reading of Bill No. 2018-06: **An ordinance approving a TIPS hotline contract with the Kansas City Metropolitan Crime Commission.** Presented by Councilman Trutzel, seconded by Councilwoman Peek. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Newell, Trutzel, Mayor Davis, Councilmen Lathrop, Fletcher, VanWinkle, Councilwoman Peek, and Councilman Savage; Noes: None; Absent: None. Bill No. 2018-06 was declared passed and in full force and effect as Ordinance No. 2018-4408, subject to Mayoral veto.

Ms. Ledford read Bill No. 2018-07: **An ordinance of the City of Belton, Missouri authorizing and approving change order No. 4 with Foley Company for the wastewater treatment facility improvements project construction contract for the reduced amount of \$181,332.19.** Presented by Councilman Newell, seconded by Councilwoman Peek. Michael Christopher, Assistant City Engineer, said the funds were State Revolving Funds and this project came in under budget on the wastewater treatment facility in the amount of \$181,332.19. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Fletcher, Trutzel, Savage, Lathrop, Newell, Mayor Davis, Councilmen VanWinkle, Finn, and Councilwoman Peek; Noes: None; Absent: None. Bill No. 2018-07 was declared passed and in full force and effect as Ordinance No. 2018-4409, subject to Mayoral veto.

Ms. Ledford read Bill No. 2018-08: **An ordinance approving a renewed and upgraded service agreement between the City of Belton, Missouri and Charter Communications Operating, LLC to support the internet services and interconnections at and between multiple city department locations.** Presented by Councilman Trutzel, seconded by Councilman Lathrop. Vote on the first reading was recorded with all voting in favor. First reading passed.

RESOLUTIONS:

Ms. Ledford read Resolution R2018-13: **A resolution approving Task Agreement #2018-1 with Trekk Design Group to perform evaluation and engineering investigations for the Hargis Lake and surrounding neighborhoods sanitary sewer in a not-to-exceed amount of \$38,477.15.** Presented by Councilman Trutzel, seconded by Councilman Lathrop. Mayor Davis said this is his neighborhood and asked why we are doing this. Michael Christopher, Assistant City Engineer, said we have received several complaints from concerned citizens. Several years ago there were some flooding issues that arose. Trekk was hired and they found that surcharging did happen along the sewer line and there is a sizeable trunk line. Through this investigation we hope to do a study that through many phases will present itself early in our investigation so we can properly address the issue and come up with a design to solve whatever it may be.

Mayor Davis said the problem is that the sewage comes up through their backyards and it's a real problem. We need to figure out something pronto. This is a worthy study.

Councilman Lathrop asked if we are we talking about storm water infiltrating. Mr. Christopher said there are several issues and we don't want to totally blame the storm water. There could be an unidentified object or root ball that made itself into a crucial part of the system and it is compounding the issue on top of the storm water issue. Councilman Lathrop asked about the smoke test and Mr. Christopher said it will check for infiltration.

Councilman Trutzel clarified this will deal with the flooding issue that is prevalent in this area as this has been an extensive number of years that we have had problems in this area. Mr. Christopher said as a whole, we are dealing with sewer and storm water, but this will be focusing on our sewer system. It is using our public I&I funds so it is only slated for sewer. We hope to make sure that on top of the storm water issue that they experience and surcharging of the sewer that the problems are fixed. We have funds at moment that allow us to investigate and design and repair so this is a starting point, stated Mr. Christopher.

Ms. Barton said the midterm plan is to look at the sanitary sewer; the long term plan is to look at the storm water and how we are coming into those high amounts of water causing the flooding and come up with different scenarios to try to address it. One being some type of retention pools

on school property in that area that can help alleviate some of that in Hargis Lake, as well as some other scenarios.

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

Ms. Ledford read Resolution R2018-14: **A resolution of the City of Belton, Missouri authorizing and approving the renewal of supplemental agreement No. 1 to service agreement for on-call water, wastewater, and stormwater services between the City of Belton and Wiedenmann, Inc. for a term of one (1) year with the option of up to three (3) additional one (1) year renewals.** Presented by Councilman Lathrop, seconded by Councilwoman Peek. Councilman Savage said he realizes this is a renewal but still looks at the numbers and questions them. He feels \$255.00/hr. is not realistic – is he looking at the numbers correctly? Mr. Christopher said the amounts are the emergency costs in which a higher rate is paid. There was considerable discussion pertaining to the high rates. Ms. Barton said considering the increased amount why do we feel it necessary to look at Wiedenmann – what do they bring to the table? Mr. Christopher said the work they have done has always been superior and completed quickly. They have years of very favorable reviews and timeliness for emergencies. They have always been good to the City. Mr. Christopher went on to explain that they are on-call for others in the KC metro area, including Lee’s Summit. They are in high demand because of their quality of work. Councilman Savage said he would like staff to check and see if those are fair rates on the equipment side. Vote on the resolution was recorded with all voting in favor. Resolution passed.

Ms. Ledford read Resolution R2018-15: **A resolution formally accepting the Traditions Subdivision new public infrastructure of 7,165 feet of water line; 10,666 feet of sanitary sewer line; 4,804 feet of storm sewer line; 13,479 lane feet of street; ten stop signs; and two yield signs with two-year maintenance bonds in the amount of \$44,855.00.** Presented by Councilman Lathrop, seconded by Councilwoman Peek. Vote on the resolution was recorded with all voting in favor. Resolution passed.

CITY COUNCIL LIAISON REPORTS:

Perry Gough, Park Board President, gave a brief report. The Park Board meeting on February 19 has been rescheduled for Tuesday, February 20 due to the President’s Day holiday.

Resumes are being received for the Park Director position and the personnel committee will be lining up interviews. Jason Williams started as recreation manager officially today.

MAYORS COMMUNICATIONS:

Mayor Davis said the first play was held at the Main Street Theater – Love Letters– opened February 9 & 10. It was a huge success. He thanked the Rob and Pam Powell for their great effort and encouraged people to support the theatre.

The Lions Club held their chili cook-off Saturday, February 10.

Mayor Davis thanked staff, friends, and Councilmembers who came to support his family during the death of his mother-in-law.

CITY MANAGER'S REPORT:

Mayor Davis asked Ms. Barton to explain the use tax and why it is so critical. Ms. Barton said she and Carolyn Yatsook, Economic Development Director, attended the joint Chamber event with Grandview. The use tax passed in Grandview and the Grandview Chamber supported the initiative as did the school district. She said she had a nice conversation with the President of the Grandview Chamber of Commerce and asked about their involvement. The Grandview Chamber said the businesses in the Chamber supported the passage of the use tax which in return is supportive to the City. The use tax equalizes the playing field of out of state companies vs. local companies. We will be producing a fact brochure and have a website that will take individuals to that. Mayor Davis said there will be an article coming out next week in the newspaper. Ms. Barton said we hope to build synergy. Mayor Davis asked for the breakdown in our local sales tax. Ms. Ernzen said the city portion of the sales tax is 2.75% - general sales tax is 1% which funds 60% of fire and police, ½ cent park; ½ cent capital improvement; ¼ cent fire' ½ cent transportation.

Listed below are the February and March meetings:

February & March 2018 meetings

2/27 regular session – 7:00 pm

3/6 work session – 7:00 pm

3/13 regular session – 7:00 pm

3/27 regular session – 7:00 pm

Ms. Barton said the 2017 Economic Development Annual report was presented at the Belton Chamber meeting today. She wanted the Council to be the first to see it but being that the topic at the lunch today was economic development she felt it was the perfect time to present it. She said the report is available on the website and there are copies available at city hall and city hall annex.

Carolyn Yatsook, Economic Development Director, presented the 2017 Annual Economic Development report with the high notes:

- Calendar year \$20 million in residential development
- Commercial \$12 million construction value
- Brief update on Gateway - Petco will be the first store to open at the end of Feb 26-28
- Five Below March 2
- Marshal's March 8
- Ross Dress for Less and Party City don't yet have the opening information
- Fairfield Inn waiting on land disturbance permit
- Cracker Barrel will break ground April Hawaiian Bros. opened February 9
- Panera plans to open in April
- Redevelopment at 316 N. Scott, D&D Plumbing. She clarified the North Scott Corridor Plan, it can be as simple as renovating a building already there. Parcel by parcel we will get cleaned up and it will be fantastic.
- Twin Oaks is moving along and the North Scott corridor is seeing activity.


Mayor Davis clarified that the City does not provide TIF's to hotels or restaurants. The Fairfield Inn is in a CID and the money received from the CID goes towards the construction of the road behind Walgreens, Arby's and Chipotle.

He commended Ms. Yatsook and staff for doing a great job. He also mentioned a great review of the 155th Street overpass/divergabout.

Ms. Barton noted that the February 27 meeting time should be amended to 6:30 P.M. to continue through the budget.

Ms. Barton provided to the Council a handout on the household hazardous waste (HHW) which shows where mobile events were held, the number of vehicles serviced, and other programs and locations.

Being no further business, Councilman Lathrop moved to adjourn at 8:07 P.M. Councilman Trutzel seconded. All voted in favor. 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: 1/3/18; 1/10/18; 1/17/18; 1/24/18

Charles Cluskey 2/1/18

MUNICIPAL JUDGE **DATE**

**IN ACCORDANCE WITH COURT OPERATING RULE 4.29
THE ATTACHED MUNICIPAL DIVISION SUMMARY
REPORT FOR MONTH OF JANUARY 2018 WAS
PRESENTED AND REVIEWED BY CITY COUNCIL AS
REQUIRED**

CITY CLERK **DATE**



Payment Plan Reports

Collected

Belton

Thursday, February 01, 2018 12:03 PM

Payment Detail Listing From 01/01/2018 - 01/31/2018

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid
PP0000385	TINDLE, CLINT RAY	01/10/2018	443895	R00042314	140789490-1	\$25.00
		01/10/2018	443895	R00042314	140789491-1	\$25.00
PP0000385 Totals:						\$50.00
PP0000654	CAIN, JAMISON MATTHEW	01/25/2018	444971	R00042622	101900190-1	\$100.00
PP0000654 Totals:						\$100.00
PP0000717	FOSTER, DAN MADALIN	01/05/2018	443624	R00042211	140794982-1	\$30.00
		01/05/2018	443624	R00042211	140794983-1	\$20.00
PP0000717 Totals:						\$50.00
PP0000726	BRUNNER, JESSICA D	01/05/2018	443595	R00042181	140804206-1	\$20.00
PP0000726 Totals:						\$20.00
PP0000803	PFLANZ, CHARLES DONAVAN	01/02/2018	443168	R00042096	140795055-1	\$75.00
PP0000803 Totals:						\$75.00
PP0000826	JOHNSON, DUSTIN W	01/09/2018	443796	R00042256	140799157-1	\$50.00
PP0000826 Totals:						\$50.00
PP0000860	RIDER, ALISHA MARIE	01/24/2018	444850	R00042606	140792157-1	\$20.00
PP0000860 Totals:						\$20.00
PP0000906	BLACK, BRANDON LLOYD	01/07/2018	443639	R00042222	140797212-1	\$20.00
PP0000906 Totals:						\$20.00
PP0000931	SIMS, MONTEL CORWON	01/03/2018	443194	R00042109	140802854-1	\$50.00
PP0000931 Totals:						\$50.00
PP0000979	VAUGHT, ROBERT EUGENE	01/22/2018	444734	R00042557	140802297-1	\$30.00
PP0000979 Totals:						\$30.00
PP0001023	EVERETT, JOSEPH DALTON	01/24/2018	444843	R00042603	140796484-1	\$65.00
* PP0001023 Totals:						\$65.00
PP0001065	HASSELL, RITA JEAN	01/24/2018	444803	R00042574	140800629-1	\$30.00
PP0001065 Totals:						\$30.00
PP0001074	WORSLEY, DARLA SUE	01/24/2018	444822	R00042591	140800049-1	\$20.00
		01/24/2018	444823	R00042592	140800049-1	\$10.00
* PP0001074 Totals:						\$30.00
PP0001150	WINER, DUSTIN JAMES	01/03/2018	443193	R00042108	140802163-1	\$25.00
PP0001150 Totals:						\$25.00
PP0001187	COX, MICHAEL A	01/23/2018	444769	R00042570	140799435-1	\$48.00
PP0001187 Totals:						\$48.00
PP0001195	MAYO, JOSHUA KENDRICK	01/03/2018	443186	R00042100	140799530-1	\$12.00
		01/03/2018	443186	R00042100	140799529-1	\$63.00
		01/22/2018	444728	R00042552	140799530-1	\$25.00
PP0001195 Totals:						\$100.00
PP0001241	BRUBECK, JASON MARIO	01/03/2018	443197	R00042112	140802056-1	\$25.00
PP0001241 Totals:						\$25.00
PP0001262	RICHARDSON, RAYMOND BRET	01/16/2018	444294	R00042427	140804184-1	\$50.00
PP0001262 Totals:						\$50.00
PP0001275	HUNGER, CARI SHANE	01/30/2018	445214	R00042690	101911001-1	\$50.00
PP0001275 Totals:						\$50.00
PP0001284	WESTBROOK, BENJAMIN JAMES	01/23/2018	444759	R00042567	140802805-1	\$10.00
		01/23/2018	444759	R00042567	140802807-1	\$10.00
PP0001284 Totals:						\$20.00
PP0001288	CRAFT, HOLLY ASHTON	01/23/2018	444767	R00042568	140804146-1	\$50.00
PP0001288 Totals:						\$50.00

* Indicates an overpayment was made on the Payment Plan

PP0001308	HAYDEN, JESSE P	01/10/2018	443873	R00042301	140795903-1	\$40.00
PP0001308 Totals:						\$40.00
PP0001317	BASINSKI, TAYLOR MATTHEW	01/12/2018	444137	R00042387	140803001-1	\$10.00
PP0001317 Totals:						\$10.00
PP0001340	MORGAN, DANIEL LEE	01/03/2018	443484	R00042152	140801408-1	\$150.00
PP0001340 Totals:						\$150.00
PP0001347	CAYWOOD, MICHAEL RAY	01/10/2018	443955	R00042340	140804102-1	\$27.00
		01/10/2018	443955	R00042340	140804103-1	\$73.00
PP0001347 Totals:						\$100.00
PP0001358	COONCE, EDWARD LEE	01/08/2018	443694	R00042227	140800181-1	\$50.00
PP0001358 Totals:						\$50.00
PP0001384	DOBBINS, CHASTIDY NADINE	01/04/2018	443513	R00042161	140795961-1	\$15.00
PP0001384 Totals:						\$15.00
PP0001400	TUCKER, GARY DON	01/04/2018	443511	R00042157	121165635-1	\$20.00
PP0001400 Totals:						\$20.00
PP0001435	ANDERSON, NATHAN LOREN	01/08/2018	443720	R00042248	140794335-1	\$100.00
		01/09/2018	443800	R00042258	140794335-1	\$105.00
PP0001435 Totals:						\$205.00
PP0001453	HORTON, SAMUEL LEVAIL	01/19/2018	444549	R00042491	140800226-1	\$38.00
PP0001453 Totals:						\$38.00
PP0001457	CORBIN, SHYANNE C	01/12/2018	444138	R00042388	160753149-1	\$10.00
PP0001457 Totals:						\$10.00
PP0001489	FLETCHER, BRANDON BOUCKHOUT	01/02/2018	443148	R00042071	140799979-1	\$20.00
PP0001489 Totals:						\$20.00
PP0001529	ENGLAND, JENNIFER LYNN	01/22/2018	444714	R00042541	160754182-1	\$30.00
PP0001529 Totals:						\$30.00
PP0001532	KNIGHT, RYAN CHRISTOPHER	01/25/2018	444881	R00042611	140803301-1	\$30.00
PP0001532 Totals:						\$30.00
PP0001565	WILLIAMS, JOHN EDWARD JR	01/03/2018	443198	R00042113	140802835-1	\$25.00
PP0001565 Totals:						\$25.00
PP0001571	ROBERTS, ANTHONY TYRONE JR	01/18/2018	444541	R00042484	160753610-1	\$148.00
PP0001571 Totals:						\$148.00
PP0001572	BARBER, CHRYSTAL LYNN	01/09/2018	443806	R00042264	140803902-1	\$15.00
		01/09/2018	443806	R00042264	140804906-1	\$10.00
PP0001572 Totals:						\$25.00
PP0001695	HENDRICKSON, NATHANIEL D	01/11/2018	444060	R00042369	160753323-1	\$25.00
PP0001695 Totals:						\$25.00
PP0001718	CONNER, RICHARD WAYNE II	01/04/2018	443522	R00042166	140803931-1	\$15.00
		01/04/2018	443522	R00042166	140803932-1	\$5.00
PP0001718 Totals:						\$20.00
PP0001743	ABRAMS, MICHAEL DWANE	01/19/2018	444619	R00042516	160752615-1	\$50.00
PP0001743 Totals:						\$50.00
PP0001744	WISE, SANDRA KAY	01/06/2018	443631	R00042218	160753446-1	\$50.00
PP0001744 Totals:						\$50.00
PP0001748	CHAMBERS, MARIANN SAMANTHA	01/24/2018	444828	R00042595	140803296-1	\$98.00
PP0001748 Totals:						\$98.00
PP0001762	BUNTIN, RANDALL KEITH	01/14/2018	444194	R00042411	160753769-1	\$25.00
		01/29/2018	445134	R00042659	160753769-1	\$25.00
PP0001762 Totals:						\$50.00
PP0001791	BRAXTON, ANNISHA I	01/22/2018	444710	R00042530	160752394-1	\$20.00
PP0001791 Totals:						\$20.00
PP0001797	UMPHREY, DONN E	01/04/2018	443510	R00042156	160753950-1	\$27.00
		01/04/2018	443510	R00042156	140801897-1	\$3.00
PP0001797 Totals:						\$30.00
PP0001803	STROUD, BEIJA R	01/08/2018	443702	R00042237	160753477-1	\$20.00
PP0001803 Totals:						\$20.00

* Indicates an overpayment was made on the Payment Plan

PP0001805	EVANS, SHAWN LEE	01/30/2018	445208	R00042685	140804313-1	\$20.00
PP0001805 Totals:						
PP0001808	SMOKE, KENDALL	01/05/2018	443618	R00042205	160754817-1	\$20.00
PP0001808 Totals:						
PP0001814	BURTON, ROBERT LOUIS	01/06/2018	443630	R00042217	140801778-1	\$30.00
PP0001814 Totals:						
PP0001834	MADRIGAL, AUGUSTINE MARTINEZ	01/03/2018	443377	R00042118	121154151-1	\$129.50
PP0001834 Totals:						
PP0001838	OTTO, HEATHER L	01/19/2018	444620	R00042517	160754752-1	\$20.00
PP0001838 Totals:						
PP0001841	NOYES, CLAUDIA ELIZABETH	01/29/2018	445137	R00042662	121154106-1	\$29.50
		01/29/2018	445137	R00042662	121154117-1	\$20.50
PP0001841 Totals:						
PP0001847	JURY, ZACHERY KYLE	01/05/2018	443593	R00042179	140803363-1	\$50.00
PP0001847 Totals:						
PP0001860	MURAR, MAURA ANNE	01/10/2018	443847	R00042283	160757103-1	\$50.00
PP0001860 Totals:						
PP0001867	ROBBINS, BRADLEY MICHAEL	01/05/2018	443596	R00042182	160752999-1	\$25.00
		01/05/2018	443596	R00042182	160755824-1	\$75.00
		01/23/2018	444768	R00042569	160755824-1	\$25.00
PP0001867 Totals:						
PP0001872	THURSTON, JOHN E.J.	01/25/2018	444969	R00042620	160753570-1	\$123.00
PP0001872 Totals:						
PP0001877	MCGEE, ANDREA KAY	01/05/2018	443603	R00042191	160753424-1	\$98.00
PP0001877 Totals:						
PP0001878	PALMA CHAVEZ, OMAR D	01/10/2018	444018	R00042366	160756643-1	\$50.00
PP0001878 Totals:						
PP0001884	UNDERWOOD, GEORGE EDWARD	01/05/2018	443613	R00042201	140802157-1	\$30.00
PP0001884 Totals:						
PP0001890	KUNTZ, DEBORAH JO	01/30/2018	445211	R00042688	160755305-1	\$20.00
PP0001890 Totals:						
PP0001893	DUNKINSEL'EL, DONESIOUS DEVON	01/04/2018	443515	R00042162	160755367-1	\$32.00
		01/04/2018	443515	R00042162	160755368-1	\$29.50
PP0001893 Totals:						
PP0001895	TOSH, TRAVIS W	01/29/2018	445135	R00042660	160753296-1	\$20.00
PP0001895 Totals:						
PP0001899	STUDNA, CARRIE ANN	01/06/2018	443634	R00042221	140799874-1	\$60.00
PP0001899 Totals:						
PP0001900	MCGILL, ROSCOE PIERRE 3RD	01/30/2018	445215	R00042691	160754503-1	\$100.00
PP0001900 Totals:						
PP0001908	SMITH, DAUNCY LAVALE 2ND	01/24/2018	444838	R00042601	160753496-1	\$25.00
		01/24/2018	444838	R00042601	160753498-1	\$175.00
PP0001908 Totals:						
PP0001915	FROMENT, SHARI DAWN	01/04/2018	443523	R00042167	140801825-1	\$20.00
PP0001915 Totals:						
PP0001935	HENDERSON, AVERY P	01/16/2018	444304	R00042431	160756626-1	\$123.00
		01/16/2018	444304	R00042431	160756627-1	\$7.00
		01/16/2018	444304	R00042431	160756628-1	\$12.00
PP0001935 Totals:						
PP0001936	RAMIREZ, ALEJANDRA (X)	01/04/2018	443516	R00042163	160753982-1	\$25.00
		01/04/2018	443516	R00042163	160753983-1	\$25.00
PP0001936 Totals:						
PP0001937	DYSON, STEPHEN L 2ND	01/05/2018	443620	R00042207	160753442-1	\$50.00
PP0001937 Totals:						
PP0001946	WILLIAMS, COURTNEY M	01/12/2018	444191	R00042408	160756607-1	\$25.00
PP0001946 Totals:						

* Indicates an overpayment was made on the Payment Plan

PP0001971	CHISOLM, SUSAN ANN	01/28/2018	445077	R00042655	160755392-1	\$79.50
PP0001971 Totals:						\$79.50
PP0001975	KAHN, ASHTAIQ	01/24/2018	444831	R00042597	140803520-1	\$95.00
PP0001975 Totals:						\$95.00
PP0001976	NELSON, JACK EVERETT JR	01/18/2018	444544	R00042487	140795294-1	\$123.00
PP0001976 Totals:						\$123.00
PP0001980	BERRY, LEIGHANN KATHRYN	01/02/2018	443128	R00042053	160757610-1	\$19.00
		01/02/2018	443128	R00042053	160757611-1	\$81.00
PP0001980 Totals:						\$100.00
PP0001984	SAUNDERS, MICHELLE L	01/31/2018	445268	R00042696	121154174-1	\$25.00
PP0001984 Totals:						\$25.00
PP0001986	BARBER, CHARLES ANTHONY	01/16/2018	444301	R00042430	160755388-1	\$43.00
* PP0001986 Totals:						\$43.00
PP0001989	OLIVO, AMANDA CONSUELO MARGARET	01/03/2018	443423	R00042133	160756254-1	\$50.00
PP0001989 Totals:						\$50.00
PP0001995	WEEKS, WESLEY CALVIN	01/02/2018	443146	R00042068	160754085-1	\$25.00
PP0001995 Totals:						\$25.00
PP0001996	RAGLAND, NESHAUN MARIE	01/24/2018	444819	R00042590	121154173-1	\$79.50
PP0001996 Totals:						\$79.50
PP0001997	MOSSMAN, TODD JOSEPH	01/05/2018	443602	R00042190	160753553-1	\$50.00
* PP0001997 Totals:						\$50.00
PP0002004	JOHNSON, MICHAEL JERMAH STEVEN	01/12/2018	444130	R00042373	160754382-1	\$100.00
PP0002004 Totals:						\$100.00
PP0002007	FROCK, JASON WAYNE	01/19/2018	444598	R00042501	140802848-1	\$20.00
PP0002007 Totals:						\$20.00
PP0002011	MCDONALD, SARAH R	01/02/2018	443129	R00042054	160756223-1	\$50.00
		01/18/2018	444460	R00042479	160756223-1	\$50.00
PP0002011 Totals:						\$100.00
PP0002012	SALINAS, MARVIN J	01/08/2018	443697	R00042232	160755571-1	\$149.00
PP0002012 Totals:						\$149.00
PP0002014	KEYES, BRANDON	01/18/2018	444457	R00042476	160758637-1	\$40.00
PP0002014 Totals:						\$40.00
PP0002015	MINNICK, TRENTON CRAIG	01/12/2018	444142	R00042392	160756759-1	\$50.00
PP0002015 Totals:						\$50.00
PP0002016	SELF, ROY VAN ALEN	01/26/2018	445043	R00042627	160756308-1	\$75.00
PP0002016 Totals:						\$75.00
PP0002017	DAY, VINCENT LAWRENCE	01/08/2018	443693	R00042226	160756712-1	\$62.00
PP0002017 Totals:						\$62.00
PP0002020	MURRAY, MARY DELANDRO	01/28/2018	445080	R00042656	160755489-1	\$27.00
		01/28/2018	445080	R00042656	160756724-1	\$23.00
PP0002020 Totals:						\$50.00
PP0002023	MAGNANT, ANGELLA M	01/24/2018	444864	R00042610	160756645-1	\$25.00
PP0002023 Totals:						\$25.00
PP0002027	SILVA, PERCILA ESTHER	01/12/2018	444149	R00042394	160758109-1	\$40.50
		01/12/2018	444149	R00042394	160758110-1	\$9.50
PP0002027 Totals:						\$50.00
PP0002028	FAIRLEY, TERRANCE KALEB	01/24/2018	444861	R00042609	160758129-1	\$50.00
PP0002028 Totals:						\$50.00
PP0002035	HUNTER, SHELBY RENEE	01/12/2018	444190	R00042407	160756675-1	\$25.00
PP0002035 Totals:						\$25.00
PP0002036	BARRETT, STEPHANI JOANN	01/11/2018	444020	R00042368	160755742-1	\$87.00
PP0002036 Totals:						\$87.00
PP0002038	LEWIS, ADAM NATHAN	01/04/2018	443512	R00042160	160752425-1	\$1.00
		01/04/2018	443512	R00042160	160752426-1	\$48.50
PP0002038 Totals:						\$49.50

* Indicates an overpayment was made on the Payment Plan

PP0002041	LESTLIE, SAMARIA G. S.	01/19/2018	444599	R00042502	121163536-1	\$20.00
PP0002041 Totals:						
PP0002045	STORM, HEATHER DAYLE	01/16/2018	444305	R00042432	160754887-1	\$100.00
PP0002045 Totals:						
PP0002049	PRYOR, BRENDA KATHLEEN	01/17/2018	444366	R00042436	160757601-1	\$25.00
PP0002049 Totals:						
PP0002055	BLAKESLEE, MELISSA RENAE	01/10/2018	444019	R00042367	140795363-1	\$200.00
* PP0002055 Totals:						
PP0002058	MCCLURE, TINA MARIE	01/18/2018	444503	R00042482	160755833-1	\$25.00
PP0002058 Totals:						
PP0002062	CROSSLEY, DAKOTA BRADLY	01/10/2018	444000	R00042360	140801992-1	\$30.00
PP0002062 Totals:						
PP0002063	SMITH, MORGAN ELIZABETH	01/15/2018	444203	R00042415	160754924-1	\$100.00
		01/18/2018	444545	R00042488	160754924-1	\$50.00
PP0002063 Totals:						
PP0002064	TOWNSEND, GLEN LEE	01/02/2018	443134	R00042059	160755664-1	\$20.00
		01/31/2018	445301	R00042721	160755664-1	\$20.00
PP0002064 Totals:						
PP0002066	COLLINS, CARMILLA B.L.	01/18/2018	444548	R00042490	160754417-1	\$35.00
PP0002066 Totals:						
PP0002069	STEPHENS, MELISSA M	01/12/2018	444131	R00042374	160755731-1	\$50.00
PP0002069 Totals:						
PP0002071	YORK, NATHAN J	01/29/2018	445144	R00042673	121154108-1	\$29.50
		01/29/2018	445144	R00042673	121154109-1	\$129.50
* PP0002071 Totals:						
PP0002072	BOLTON, RAHN (X)	01/22/2018	444732	R00042555	160756226-1	\$10.00
PP0002072 Totals:						
PP0002074	HALL, JAMES H	01/15/2018	444202	R00042414	160757168-1	\$41.00
PP0002074 Totals:						
PP0002075	BOYD, STACY ANN	01/05/2018	443621	R00042208	160753591-1	\$20.00
PP0002075 Totals:						
PP0002077	BUTLER, JENEA DANIELLE	01/18/2018	444542	R00042485	160758676-1	\$50.00
PP0002077 Totals:						
PP0002078	WARD, JOHN TRISTAN	01/04/2018	443524	R00042168	160757217-1	\$50.00
PP0002078 Totals:						
PP0002081	ROBERTS, HARLAN LEROY	01/17/2018	444365	R00042435	160758716-1	\$50.00
PP0002081 Totals:						
PP0002085	VILLANUEVA, CORTEZ D	01/19/2018	444600	R00042503	160755863-1	\$100.00
PP0002085 Totals:						
PP0002086	APPLEBY, MILDRED FAYE	01/02/2018	443126	R00042051	160755593-1	\$25.00
PP0002086 Totals:						
PP0002087	DAVIS, TOBY M	01/09/2018	443794	R00042255	160755565-1	\$50.00
		01/19/2018	444593	R00042494	160755565-1	\$50.00
PP0002087 Totals:						
PP0002089	STEGNER, BRIAN KYLE	01/10/2018	443878	R00042305	160753260-1	\$10.00
PP0002089 Totals:						
PP0002090	MCDOWELL-HOOD, DOROTHEA M	01/03/2018	443202	R00042117	160756412-1	\$19.00
PP0002090 Totals:						
PP0002091	ENGLAND, THOMAS KEVIN IV	01/17/2018	444417	R00042467	160756301-1	\$75.00
PP0002091 Totals:						
PP0002092	BURROUGHS, KYLER DANE	01/05/2018	443556	R00042178	160758639-1	\$75.00
PP0002092 Totals:						
PP0002096	YOSEF, HANNAH LATREACE	01/10/2018	443859	R00042289	160756293-1	\$50.00
		01/24/2018	444813	R00042585	160756293-1	\$75.00
* PP0002096 Totals:						

* Indicates an overpayment was made on the Payment Plan

PP0002100	GRISSELL, MICHAEL ANTHONY	01/24/2018	444849	R00042605	160754792-1	\$25.00
PP0002100 Totals:						\$25.00
PP0002101	AKPOLUGHE, MARY DELOIS	01/30/2018	445206	R00042683	160758611-1	\$43.00
		01/30/2018	445206	R00042683	160758612-1	\$7.00
PP0002101 Totals:						\$50.00
PP0002102	BULVER, RACHEL ANN	01/18/2018	444540	R00042483	160756178-1	\$20.00
PP0002102 Totals:						\$20.00
PP0002105	RIDGE, JOHNATHAN ALLEN	01/04/2018	443520	R00042165	160756329-1	\$75.00
PP0002105 Totals:						\$75.00
PP0002106	EDDY, MICHAEL BREENNON JR	01/10/2018	443874	R00042302	160756749-1	\$50.00
		01/24/2018	444824	R00042593	160756749-1	\$58.00
PP0002106 Totals:						\$108.00
PP0002109	DIORIO, BRITTNEY NICOLE	01/04/2018	443487	R00042154	160752436-1	\$50.00
PP0002109 Totals:						\$50.00
PP0002110	FERM, JEREMY	01/22/2018	444733	R00042556	160756793-1	\$50.00
PP0002110 Totals:						\$50.00
PP0002111	DILLON, THOMAS EUGENE	01/26/2018	445058	R00042650	140795404-1	\$100.00
PP0002111 Totals:						\$100.00
PP0002114	FARSTE, ASHLEY RENEE	01/06/2018	443629	R00042216	160758156-1	\$50.00
		01/26/2018	445041	R00042625	160758156-1	\$175.00
* PP0002114 Totals:						\$225.00
PP0002115	WALLACE, MORGON WAYNE	01/16/2018	444283	R00042419	140795433-1	\$100.00
PP0002115 Totals:						\$100.00
PP0002116	BUNDY, ELIJAH RAYMOND	01/12/2018	444133	R00042377	160757733-1	\$137.00
		01/12/2018	444133	R00042377	160757734-1	\$10.00
PP0002116 Totals:						\$147.00
PP0002120	MILLER, DARLENE	01/16/2018	444211	R00042418	160758758-1	\$98.00
PP0002120 Totals:						\$98.00
PP0002124	MARTINEZ, SANTIAGO (X)	01/16/2018	444293	R00042426	160758740-1	\$125.00
PP0002124 Totals:						\$125.00
PP0002128	JENSEN, BOBBETTA J	01/03/2018	443199	R00042114	160756822-1	\$61.50
PP0002128 Totals:						\$61.50
PP0002129	FETTERS, SEBRENA L	01/04/2018	443503	R00042155	160757642-1	\$50.00
		01/20/2018	444635	R00042523	160757642-1	\$50.00
PP0002129 Totals:						\$100.00
PP0002131	KLING, RICHARD E	01/25/2018	444970	R00042621	160754870-1	\$150.00
PP0002131 Totals:						\$150.00
PP0002134	JOHNSON JONES, KYLE DON	01/08/2018	443713	R00042242	160757766-1	\$60.00
PP0002134 Totals:						\$60.00
PP0002136	BREECE, TRACY LYNN	01/03/2018	443452	R00042144	160757643-1	\$40.00
		01/17/2018	444410	R00042465	160757643-1	\$40.00
		01/31/2018	445275	R00042705	160757643-1	\$40.00
PP0002136 Totals:						\$120.00
PP0002138	VAMPRAN, CRYSTAL DAWN	01/05/2018	443628	R00042215	160758855-1	\$25.00
		01/12/2018	444186	R00042404	160758855-1	\$25.00
		01/19/2018	444624	R00042520	160758855-1	\$25.00
		01/26/2018	445074	R00042652	160758855-1	\$25.00
PP0002138 Totals:						\$100.00
PP0002141	KUNSCH, SKYLAR J	01/26/2018	445059	R00042651	160758862-1	\$50.00
PP0002141 Totals:						\$50.00
PP0002144	BAYS, MICHELLE LEE	01/03/2018	443468	R00042147	160758871-1	\$20.00
		01/16/2018	444284	R00042420	160758871-1	\$10.00
PP0002144 Totals:						\$30.00
PP0002146	CARSON, JAMES BOYD	01/03/2018	443470	R00042148	160757770-1	\$75.00
PP0002146 Totals:						\$75.00

* Indicates an overpayment was made on the Payment Plan

PP0002149	GRAY, JENNIFER ANN	01/18/2018	444458	R00042477	121155562-1	\$69.50
		01/18/2018	444458	R00042477	121153765-1	\$126.50
PP0002149 Totals:						\$196.00
PP0002153	THOMAS, JAWONE AARON	01/05/2018	443525	R00042169	140802667-1	\$50.00
		01/17/2018	444456	R00042475	140802667-1	\$50.00
PP0002153 Totals:						\$100.00
PP0002155	DAVIS, DEANDRE TERRELL	01/16/2018	444295	R00042428	160756857-1	\$48.00
PP0002155 Totals:						\$48.00
PP0002156	MARTIN, LACHECIA MARIE	01/12/2018	444187	R00042405	160758200-1	\$123.00
* PP0002156 Totals:						\$123.00
PP0002159	MUTTER, TRACI RENEE	01/31/2018	445287	R00042714	160757743-1	\$40.00
PP0002159 Totals:						\$40.00
PP0002160	HOWELL, JASON JOSEPH-ANGELO	01/10/2018	443975	R00042348	160754857-1	\$20.00
PP0002160 Totals:						\$20.00
PP0002161	JOHNSON, DUSTIN MICHAEL	01/10/2018	443978	R00042350	160759601-1	\$10.00
PP0002161 Totals:						\$10.00
PP0002162	SCHMUKE, PAUL M	01/23/2018	444755	R00042564	160756438-1	\$30.00
PP0002162 Totals:						\$30.00
PP0002165	FAIR, NORMA JEAN	01/22/2018	444712	R00042539	160759639-1	\$25.00
PP0002165 Totals:						\$25.00
PP0002167	PELTON, ALMETA A	01/10/2018	443989	R00042352	160759264-1	\$61.50
PP0002167 Totals:						\$61.50
PP0002168	TURNER, BRENT M	01/10/2018	443991	R00042355	160753491-1	\$50.00
		01/26/2018	444972	R00042623	160753491-1	\$50.00
PP0002168 Totals:						\$100.00
PP0002169	CEVASCO, RYAN ROBERT	01/10/2018	443994	R00042357	140795408-1	\$5.00
		01/10/2018	443994	R00042357	140795409-1	\$125.00
* PP0002169 Totals:						\$130.00
PP0002170	GALAVIZ, PEPPER J	01/19/2018	444603	R00042506	160756523-1	\$225.00
PP0002170 Totals:						\$225.00
PP0002173	HENDERSON, LUCAS ERLE	01/10/2018	444003	R00042362	160755046-1	\$57.00
PP0002173 Totals:						\$57.00
PP0002174	LUEVANO, ANGELICA RAE	01/10/2018	444008	R00042364	160756190-1	\$5.00
PP0002174 Totals:						\$5.00
PP0002177	NIFFEN, GREGORY A	01/10/2018	444016	R00042365	160755033-1	\$100.00
PP0002177 Totals:						\$100.00
PP0002178	MCCAULEY, TERSKEHIA JANE A	01/19/2018	444616	R00042514	160755066-1	\$125.00
PP0002178 Totals:						\$125.00
PP0002179	BONJOUR HUMO, TERESA LEE	01/18/2018	444547	R00042489	160756803-1	\$30.00
* PP0002179 Totals:						\$30.00
PP0002192	HILL, JOHN CHARLES	01/24/2018	444842	R00042602	160755545-1	\$100.00
PP0002192 Totals:						\$100.00
PP0002194	FITZPATRICK, MICHELLE ANTOINETTE	01/24/2018	444845	R00042604	160758229-1	\$61.50
PP0002194 Totals:						\$61.50
PP0002197	SWISHER, JOSHUA LEE	01/24/2018	444851	R00042607	160758605-1	\$25.00
PP0002197 Totals:						\$25.00

Report Totals

\$10,499.00

* Indicates an overpayment was made on the Payment Plan



My Filed Or Closed Cases Listing

Belton

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Totals For Filed Date From 01/01/2018 To 01/31/2018

Posted Fee Totals For Posted Date From 01/01/2018 To 01/31/2018

Violations By Filed Date

City Ordinance	107
IPMC CODE	3
MOVING TRAFFIC	534
Parking	2
Traffic	177
UNUSED	1
Total Violations Filed:	824

Violations Completed-Paid Fines By Filed Date

CL-CLOSED FOUND GUILTY

20	City Ordinance	3
	MOVING TRAFFIC	120
	Parking	1
	Traffic	81
	CL	205
	Total Violations Completed-Paid Fines:	205

Violations Completed-Before Judge By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	71
IPMC CODE	3
MOVING TRAFFIC	62
Traffic	106
CL	242

DC-Dismissed by Complainant



My Filed Or Closed Cases Listing

Belton

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Totals For Filed Date From 01/01/2018 To 01/31/2018

Posted Fee Totals For Posted Date From 01/01/2018 To 01/31/2018

Violations Completed-Before Judge By Filed Date

City Ordinance	4	
DC		4

DI-CLOSED BY SIS

City Ordinance	5	
MOVING TRAFFIC	9	
UNUSED	1	
DI		15

DJ-Dismissed by Judge

City Ordinance	6	
DJ		6

DP-Dismissed by Prosecutor

City Ordinance	23	
MOVING TRAFFIC	13	
Traffic	3	
DP		39

DW-DISMISSED NO WITNESS

City Ordinance	7	
IPMC CODE	3	
MOVING TRAFFIC	2	
DW		12

DX-FOUND NOT GUILTY AT TRIAL

City Ordinance	2	
MOVING TRAFFIC	49	

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My Filed Or Closed Cases Listing

Belton

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Totals For Filed Date From 01/01/2018 To 01/31/2018

Posted Fee Totals For Posted Date From 01/01/2018 To 01/31/2018

Violations Completed-Before Judge By Filed Date

Traffic	2	
DX		53
Total Violations Completed-Before Judge:		371

Violations Completed-Other By Filed Date

D\$-DISMISSED SC PP RECALCULATED/PAID

City Ordinance	27	
D\$		27

DO-DISMISSED BY OFFICER

City Ordinance	2	
IPMC CODE	1	
Traffic	3	
UNUSED	1	
DO		7

DP-Dismissed by Prosecutor

City Ordinance	10	
MOVING TRAFFIC	53	
Traffic	34	
DP		97

DS-DISMISSED STATE CHARGES

City Ordinance	5	
MOVING TRAFFIC	12	
DS		17
Total Violations Completed-Paid Fines:		148



My Filed Or Closed Cases Listing

Belton

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Totals For Filed Date From 01/01/2018 To 01/31/2018

Posted Fee Totals For Posted Date From 01/01/2018 To 01/31/2018

Total Violations Completed-Paid Fines:	205
Total Violations Completed-Before Judge:	371
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	148
<hr/>	
Total Violations Completed:	724
Total Violations Filed:	824
<hr/>	
Net Difference Filed - Completed:	100

Warrants Issued

City Ordinance	171		
MOVING TRAFFIC	161		
Traffic	75		
Total Warrants Issued:	407	Total Violations:	407

Warrants Cleared

City Ordinance	155		
MOVING TRAFFIC	198		
Parking	3		
Traffic	99		
Total Warrants Cleared:	455	Total Violations:	455

Total Warrants Issued:	407
Total Warrants Cleared:	455
Net Difference:	-48



My Filed Or Closed Cases Listing

Belton

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Totals For Filed Date From 01/01/2018 To 01/31/2018

Posted Fee Totals For Posted Date From 01/01/2018 To 01/31/2018

Violations Completed-Other Paid By Filed Date

AJ-SUSPENDED IMPOSITION OF SENTEN

MOVING TRAFFIC	2	
AJ		2

CC-CONTEMPT OF COURT ISSUED

City Ordinance	4	
MOVING TRAFFIC	3	
Traffic	5	
CC		12

CD-Completion date for school(s)

City Ordinance	2	
MOVING TRAFFIC	3	
CD		5

CN-Continued Arraignment

MOVING TRAFFIC	4	
CN		4

CS-Community Service Hours

City Ordinance	2	
CS		2

IJ-IN JAIL

City Ordinance	2	
MOVING TRAFFIC	1	
IJ		3

PP-Payment plan

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My Filed Or Closed Cases Listing

Belton

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Totals For Filed Date From 01/01/2018 To 01/31/2018

Posted Fee Totals For Posted Date From 01/01/2018 To 01/31/2018

Violations Completed-Other Paid By Filed Date

City Ordinance	32
IPMC CODE	1
MOVING TRAFFIC	52
Traffic	24
UNUSED	2
PP	111

WI-Warrant Issued

City Ordinance	7
MOVING TRAFFIC	6
WI	13

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Total Violations Completed-Other Paid: 152



My Filed Or Closed Cases Listing

Belton

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Posted Fee Totals For Posted Date From 01/01/2018 To 01/31/2018

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$3,940.00
CC (76)	COURT COSTS	\$4,149.02
CN (CA)	COURT NOTIFCATION AUTOMATION	\$743.58
CVC2 (74)	CRIME VICTIMS CITY	\$139.49
CVS2 (CV)	CRIME VICTIMS STATE	\$2,837.53
DM (82)	DOMESTIC VIOLENCE	\$755.00
DWI (77)	DWI RECOVERY COST	\$448.00
FINE (76)	FINE	\$51,016.42
ILFC (83)	ILF- CITY	\$385.63
IS (IS)	INMATE SECURITY FUND	\$753.64
RST (RS)	RESTITUTION	\$150.00
26 RTNCK (CRF)	RETURN CHECK FEE	\$20.00
SR (SR)	SHERIFF RETIREMENT	\$1,193.85
TFC (78)	TRAINING FUND CITY	\$753.37
TFS (81)	TRAINING FUND STATE	\$397.97

Report Totals: \$67,683.50

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

I. COURT INFORMATION		Contact information same as last report <input checked="" type="checkbox"/>	
Municipality:	Belton	Reporting Period: 1/2018	
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		89	3,775
B. cases (citations / informations) filed		6	707
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		0	8
3. court / bench trial - NOT GUILTY		0	51
4. plea of GUILTY in court		7	204
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	200
6. dismissed by court		0	6
7. <i>nolle prosequi</i>		7	97
8. certified for jury trial (not heard in the Municipal Division)		0	0
9. TOTAL CASE DISPOSITIONS		14	566
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		81	3,916
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	407	# issued during period	0
2. # served/withdrawn during reporting period	456	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	2,657		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Belton	Reporting Period: 1/2018
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$38,423.35		
Clerk Fee - Excess Revenue	\$3,577.76		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$110.63		
Bond forfeitures (paid to city) - Excess Revenue	\$630.00		
Total Excess Revenue	\$42,741.74		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$13,336.65		
Clerk Fee - Other	\$956.89		
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	\$397.97		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$2,837.53		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$28.86		
Law Enforcement Training (LET) Fund surcharge	\$753.37		
Domestic Violence Shelter surcharge	\$755.00		
Inmate Prisoner Detainee Security Fund surcharge	\$753.64		
Sheriffs' Retirement Fund (SRF) surcharge	\$1,193.85		
Restitution	\$150.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$3,310.00		
Total Revenue Other	\$24,473.76		
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	\$468.00
		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$67,683.50
RETURN CHECK FEE - Excess Revenue	\$20.00	Bond Refunds	\$0.00
DWI RECOVERY COST	\$448.00	Total Disbursements	\$67,683.50

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Municipal Division Summary Reporting

[Select A Different Report](#)

17th Judicial Circuit - Cass County - Belton Municipal Court

	79		
Cass	17th		
MDSR	2	Cass	17th
Belton Municipal Court	79	new	new
0	<input type="button" value="Select"/>	<input type="button" value="Add February Report"/>	

Reporting Period Year	Reporting Period Month	Action
2018	January	<input type="button" value="Resubmit"/>

SECTION VI
B

AN ORDINANCE APPROVING A RENEWED AND UPGRADED SERVICE AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND NSI HOLDINGS OF KANSAS, INC. TO PROVIDE REMOTE DATA BACKUP AND DISASTER REPLICATION SERVICES FOR CITY HALL, ANNEX, FIRE STATIONS 1&2, AND WATER/STREET DEPARTMENTS.

WHEREAS, NSI Holdings of Kansas, Inc., d/b/a NetStandard, (hereinafter “NSI”), is the City’s current data backup service provider; and

WHEREAS, the new Master Service Agreement, herein attached as Exhibit “A” to this ordinance, provides the City of Belton with backup services and new pricing structures, herein attached as Exhibit “B” to this ordinance; and

WHEREAS, the IT Department has worked over the last several months to assess the needs of backup and recovery services for City Hall, Annex, Water/Street and Fire Stations 1&2 as to continued quality and reliability of service; and

WHEREAS, the City Council believes this Service Agreement is in the best interest of the City to ensure that departments are productive with minimal downtime should file loss or malware attacks occur on individual or server computers.

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

Section 1. That the City Council hereby approves the Service Agreement, herein attached as Exhibit “A,” and the cost of services, herein attached as Exhibit “B” to this ordinance.

Section 2. That the City Manager is authorized and directed to execute the Service Agreement on behalf of the City.

Section 3. This ordinance shall be in full force and effect 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 FIRST TIME: February 27, 2018

READ FOR SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2018.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 27th day of February, 2018, and thereafter adopted as Ordinance No. 2018-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2018, 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



NetStandard Inc.
Master Services Agreement



This Information Technology Services Agreement ("Agreement") is made this 5th day of February, 2018 ("Effective Date") between NSI Holdings of Kansas, Inc. ("NSI"), d/b/a NetStandard, (hereinafter "NSI"), with a principle office at 2000 Merriam Lane, Kansas City, KS 66106 (NSI may also be referred to as "Company"), and City of Belton ("Customer") with a principle office at 506 Main Street, Belton, MO 64012, may also be referred to as "Customer") ("Company" and "Customer" are collectively referred to as the "Parties").

WHEREAS, Company is engaged in the business of providing a range of information technology services; and

WHEREAS, Customer desires to retain Company to perform information technology services and functions; and

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the Parties have agreed and do agree as follows:

AGREEMENT

1. **Contracted Services.** This Agreement shall apply to the delivery of information technology services, support, functions and/or products as further described in one or more Service Attachment(s), Statement(s) of Work or Product Order(s) that may be proposed and approved in writing by the Parties. Any such approved Service Attachment(s), Statement(s) of Work or Product Order(s) shall be attached hereto and incorporated herein by reference (the services and functions described in any Service Attachment and/or Statement of Work shall be referred to as the "Services;" the products described in any Product Order shall be referred to as the "Products"). The term "Agreement" shall include this Master Service Agreement as well as any and all Service Attachment(s), Statement(s) of Work, and Product Order(s) incorporated herein by reference. Absent the execution of a Service Attachment, Statement of Work or Product Order, this Agreement does not, in and of itself, represent a commitment by Company to provide any Services or Products to Customer or a requirement that Customer pay any fees to Company.
2. **Term of Agreement**
 - (a) This Agreement shall commence on the Effective Date set forth above and will continue in full force and effect until terminated by either party as provided herein, or until Company is no longer obligated to provide any Services or Products to Customer pursuant to an attached Service Attachment, Statement of Work or Product Order. In the event that a Service Attachment provides for a different term, the Service Attachment term will control for that specific Service Attachment only.
 - (b) Company shall have the option to terminate this Agreement, without cause, by providing thirty (30) days notice of its intent to terminate the Agreement without cause.
 - (c) In the event that there is a continuing need for the provision of any Services or Products identified in a Service Attachment, Statement of Work or Product Order after the expiration or termination of this Agreement, and Customer requests in writing to have Company complete the Services or provide Product, this Agreement will automatically renew for the period of time that it takes for the completion of such Services or delivery of such Products. Customer acknowledges that it will be responsible for all fees, costs, and expenses incurred by Company for Services rendered or Products delivered after expiration or termination of this Agreement.
 - (d) The Agreement can be terminated for cause, as defined in paragraph 14(a) herein, at any time provided: (1) the alleged breaching party is notified in writing and given an opportunity to cure the alleged breach in the manner set forth in paragraph 14(a) below; and (2) the alleged breach was not caused by a condition described in paragraph 18(e).
3. **Fees and Payment Terms**
 - (a) In exchange for the Services performed or Products delivered by Company, as set forth in any Service Attachment(s), Statement(s) of Work or Product Order(s), Customer agrees to compensate Company at the rates identified in the fee schedule set forth in the Service Attachment(s), Statement(s) of Work or Product Order(s). Customer shall also be responsible for payment of any federal, state, or local sales or use taxes, or any other taxes or fees assessed on, or in connection with, any of the Services or Products provided pursuant to this Agreement. Customer will pay all invoices within thirty (30) days of receipt thereof. Customer's failure to remit payment due within thirty (30) days of receipt of

NetStandard Inc.

Page 1 of 9

an invoice shall be considered a material breach of this Agreement subject to accelerated termination pursuant to paragraph 14(a) of this Agreement. Customer shall be responsible for reimbursing Company for any actual costs, including attorney's fees, related to resolving any unpaid balance.

- (b) Company reserves the right to charge a late payment fee of one and one-half percent (1.5%) per month on all unpaid balances.
- (c) In addition, Customer shall reimburse Company its actual out-of-pocket expenses as reasonably incurred by Company in connection with performance of Services or delivery of Products. Additional expenses for materials, services, training and hardware may only be incurred by Company and charged to Customer if prior written approval from Customer has been obtained.

4. **Additional Products and Services**

- (a) NetStandard shall perform the Services set forth in the Service Attachment(s) in accordance with the Service Level Agreements identified in the respective Service Attachment(s) and other terms and conditions of this Agreement and any attached Service Attachment(s).
- (b) Company and Customer may from time to time mutually agree to additional products and/or services not covered by an existing Service Attachment, Statement of Work or Product Order. In the event Customer desires to add products or services not covered by an existing Service Attachment, Statement of Work or Product Order, Company and Customer shall execute a new Service Attachment, Statement of Work or Product Order regarding the desired additional products and/or services. Such Service Attachment Statement of Work or Product Order shall be attached hereto and incorporated fully herein by reference.
- (c) In the event Customer desires to make changes to Services provided pursuant to an existing Service Attachment, Customer shall notify Company in writing of its proposed changes. Company shall have five (5) days from the receipt of Customer's request to either accept or reject the proposed changes. If Company accepts Customer's proposed changes to a Service Attachment, Company shall notify Customer in writing of the acceptance, and the proposed changes shall automatically become an addendum to the affected Service Attachment. If Company rejects Customer's proposed changes, this Agreement and any attached Service Attachment shall remain unchanged.
- (d) Customer acknowledges that Company may, from time to time and without notice, make nominal or incidental changes to the Services provided in order to conform to Customer's use of the Services.

5. **Products.** Company may from time to time, in connection with the provision of Services to Customer, offer certain Products for sale to Customer. This paragraph 5 shall set forth the terms and conditions for the purchase of any Products by Customer.

- (a) **Invoicing and Payment.** Products will be invoiced to Customer upon Company's acceptance of a Product Order. Company's invoice will include all Products available at the time of order acceptance. Back ordered items will be separately invoiced on the date shipped. Shipping, handling and insurance charges will be added to the invoice amount. If Customer has entered into an agreement for Services to be provided by Company, those Services will be separately invoiced to Customer. Payment is due thirty (30) days from invoice date. In no event shall the due date of a Product invoice be extended on account of back ordered items or status of Service completion. Company reserves the right to charge a late payment fee of one and one-half percent (1.5%) per month on all unpaid balances.
- (b) **Title.** Company shall retain title and ownership in and to Products sold to Customer until full payment of the purchase price is received by Company, whereupon both shall automatically pass to Customer. Until title and ownership passes to Customer, Customer agrees to maintain Products in good operating condition.
- (c) **Delivery.** Shipping dates are approximate and deliveries are subject to unavoidable delays. Company shall not be liable for damages caused by delay in delivery, installation or furnishing of Services.
- (d) **Returns.** All returns must be accompanied by a Company assigned Return Merchandise Authorization (RMA) number. Customer must provide Company with an invoice number and Product serial number when requesting an RMA number. No returns on memory after 15 days from date of invoice; no returns on other Products after 30 days from date of invoice. All returns subject to a 15% restocking fee. Returned Products must be in new and working condition in original package, including all manuals. Special ordered items will not be accepted for return. No returns on software or memory that has been opened. All returns are subject to the terms and conditions of the manufacturer's return policy.

- (e) **Taxes.** Customer shall pay all federal, state and local sales, use, property, excise, or other taxes imposed on or with respect to the purchase price of the Products, unless customer is not subject to such sales or other taxes.
- (f) **Risk of Loss.** Risk of loss or damage to Product(s) purchased by Customer shall pass to Customer upon signed acceptance of delivery.
- (g) **Warranty Disclaimer.** CUSTOMER ACKNOWLEDGES THAT ANY PRODUCTS PURCHASED FROM COMPANY ARE SUBJECT ONLY TO THE MANUFACTURER'S ORIGINAL WARRANTY. ALL PRODUCTS ARE PURCHASED "AS IS" AND "WITH ALL FAULTS." SOFTWARE IS SUBJECT TO SUCH WARRANTIES AS THE MANUFACTURER MAY MAKE UNDER THE LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO ENSURE THAT ALL ITS DATA FILES ARE ADEQUATELY DUPLICATED AND DOCUMENTED. COMPANY WILL NOT BE RESPONSIBLE FOR CUSTOMER'S FAILURE TO DO SO, NOR FOR THE COST OF RECONSTRUCTING DATA STORED ON FIXED DISKS, MAGNETIC TAPES, MEMORIES, OR ANY OTHER STORAGE MEDIA AND/OR DEVICES. COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF FITNESS FOR A PARTICULAR USE OR MERCHANTABILITY. COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONJUNCTION WITH THE SALE OF PRODUCTS TO CUSTOMER. THE PRICES AND DISCOUNTS APPLICABLE UNDER THIS AGREEMENT TAKE INTO ACCOUNT THIS LIMITED WARRANTY AND LIMITATION OF LIABILITY.

6. **Protection of Rights**

- (a) Customer acknowledges that, pursuant to this Agreement, no right, title, or interest in or to any copyrights, trademarks, or other proprietary or intellectual property rights owned or held by NSI are transferred to Customer. Further, NSI acknowledges that, pursuant to this Agreement, no right, title, or interest in or to any copyrights, trademarks, or other proprietary or intellectual property rights owned or held by Customer are transferred to NSI.
- (b) Unless otherwise agreed in writing by the Parties, any hardware or software optionally purchased by Customer shall be the sole property of Customer. Customer agrees to be bound by all vendor-specific software licenses and/or end user license agreements for all software modules sold, installed and/or managed by NSI. NetStandard is not responsible for any damages to Customer resulting from Customer's violation of or failure to comply with any vendor-specific licenses or end user license agreements. Customer may not grant to any third party a sub-license, lease, or sub-lease of equipment, hardware, or software serviced by NSI without the express written consent of NSI.
- (c) NSI provides some of its Services under this Agreement via the Internet. Customer acknowledges that the Internet is not owned, operated, managed by, or in any way affiliated with NSI, but is instead a separate network of computers independent of NSI. Customer's use of the internet is solely at Customer's own risk and is subject to all applicable local, state, national and international laws and regulations. Customer's ability to access the Internet or NSI Services via the Internet is beyond NSI's control. Unless agreed otherwise in writing by the Parties, Customer assumes all risk and responsibility for the content of information transferred across the Internet by Customer.

- 7. **Independent Contractor.** The Parties enter into this Agreement, including any attached Service Attachment(s), Statement(s) of Work or Product Orders, as independent contractors and nothing within this Agreement shall be construed to create a joint venture, partnership, agency, or other employment relationship between the Parties. All Company employees who are assigned to perform services at any Customer owned or leased facility shall be considered to be an employee of Company only and will not be considered an agent or employee of Customer for any purpose. Company will be solely responsible for payment of all compensation owed to its employees, including all applicable federal, state and local employment taxes and will make deductions for all taxes and withholdings required by law. In no event will any Company employee be eligible for or entitled to any benefits of Customer.

8. **Confidential Information**

- (a) Customer understands and acknowledges that Company may, from time to time, disclose "Confidential Information" to Customer. For purposes of this Agreement, the term "Confidential Information" shall include but not be limited to any nonpublic and/or proprietary information or materials relating to Company's promotional and/or marketing strategy and activity, Company's pricing information (including but not limited to rates, margins, and budgets), Company's financial and budget information, Company's customer lists, information about the education, background, experience, and/or

skills possessed by Company employees, Company employee compensation information, Company's service and/or sales concepts, Company's service and/or sales methodology, Company's service and/or sales techniques, Company's customer satisfaction data or sales information, or any information which Company marks or identifies as "confidential" at the time of disclosure or confirms in writing as confidential within a reasonable time (not to exceed thirty (30) days) after disclosure. Subject to the requirements of the Missouri Sunshine law, Customer will not disclose Company's Confidential Information to any third party at any time without the prior written consent of Company and shall take reasonable measures to prevent any unauthorized disclosure of Company's Confidential Information by its employees, agents, contractors, or consultants. Further, Company's Confidential Information shall include the terms set forth in this Agreement, all of which shall remain the property of Company and shall in no event be transferred, conveyed, or assigned to Customer as a result of the services provided pursuant to this Agreement. The foregoing duty shall survive for a period of three (3) years following the termination or expiration of this Agreement.

- (b) Company also understands and acknowledges that Customer may, from time to time, disclose to Company proprietary ideas, concepts, expertise, and technologies developed by Customer relating to computer application programming, installation, and operation (collectively "Customer's Confidential Information"). Customer may further provide to Company documentation, reports, memoranda, notes, drawings, plans, papers, recordings, data, designs, materials, or other forms of records or information relating to Customer's business operations (collectively "Confidential Trade Information"). Company agrees (i) not to use any Customer Confidential Information or Confidential Trade Information for its own use or for any purpose other than the specific purpose of completing the Services; (ii) not to voluntarily disclose any Customer Confidential Information or Confidential Trade Information to any other person or entity; and (iii) to take all reasonable measures to protect the secrecy of, and avoid disclosure or use of, Customer Confidential Information and/or Confidential Trade Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized by this Agreement to have such Customer Confidential Information and/or Confidential Trade Information. The foregoing duty shall survive for a period of three (3) years following the termination or expiration of this Agreement.
- (c) The following shall not be considered Confidential Information for purposes of this Agreement: (a) Information which is or becomes in the public domain through no fault or act of the receiving party; (b) Information which was independently developed by the receiving party without the use of or reliance on the disclosing party's Confidential Information; (c) Information which was provided to the receiving party by a third party under no duty of confidentiality to the disclosing party; or (d) Information which is required to be disclosed by law with no further obligation of confidentiality, provided, however, prompt prior notice thereof shall be given to the party whose Confidential Information is involved.
- (d) The Parties agree that the disclosure of any of the foregoing Confidential Information by either party shall give rise to irreparable injury to the owner of the Confidential Information, inadequately compensable in monetary damages. Accordingly, the non-disclosing party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available.

9. Nonsolicitation

- (a) **Nonsolicitation of Company Personnel.** Customer may not, either directly or indirectly, solicit, hire, contract with or endeavor to entice away any Company employee during the Term of this Agreement and for a one (1) year period following its termination (the "Nonsolicitation Term"). If Customer hires a Company employee without first obtaining the written consent of Company, Customer shall pay Company as liquidated damages an amount equal to 100% of the employee's annual fair market salary, as determined by Company in its sole discretion. This provision is considered a material term that allows for accelerated termination rights under paragraph 14 of this Agreement.
- (b) **Nonsolicitation of Company Clients.** During the Term of this Agreement and for a one (1) year period following its termination, Customer shall not solicit, interfere with, endeavor to entice away, or enter into a contract with any existing or prospective client of NSI for the purposes of supplanting services provided by or to be provided by NSI. For purposes of this Agreement, "existing client" is defined as any client of NSI to whom Customer was introduced or made aware of by virtue of Customer's business relationship with NSI. For the purposes of this Agreement, "prospective client" is defined as any business prospect NSI has actively pursued and to whom Customer was introduced during the course of Customer's relationship with NSI. Customer acknowledges that a violation of this paragraph 9(b) may give rise to irreparable injury to Company, inadequately compensable in monetary damages. Accordingly, Company may seek and obtain injunctive relief against Customer's breach of this paragraph 9(b).

10. **Limited Warranty.** Any warranty offered by Company for Services provided herein shall be set forth in the Service Attachment. In the absence of any warranty language in the Service Attachment, Company warrants that all Services performed pursuant to this Agreement will be performed in accordance with the general standards and practices of the information technology industry in existence at the time the Services are being performed. Security services performed will not guarantee a level of security for the system being assessed. IN THE EVENT THAT THERE IS NO WARRANTY SET FORTH IN THE SERVICE ATTACHMENT(S), THE FOREGOING EXPRESS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, CONTRACTUAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT APPLICABLE.
11. **Limitation of Liability.** CUSTOMER AGREES THAT COMPANY SHALL NOT BE LIABLE TO CUSTOMER, OR ANY THIRD PARTY, FOR: (1) ANY LIABILITY CLAIMS, LOSS, DAMAGES OR EXPENSE OF ANY KIND ARISING DIRECTLY OR INDIRECTLY OUT OF SERVICES PROVIDED HEREIN; (2) ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND CUSTOMER AGREES TO INDEMNIFY AND HOLD COMPANY HARMLESS AGAINST SUCH LIABILITIES, CLAIMS, LOSSES, DAMAGES (CONSEQUENTIAL OR OTHERWISE) OR EXPENSES, OR ACTIONS IN RESPECT THEREOF, ASSERTED OR BROUGHT AGAINST COMPANY BY OR IN RIGHT OF THIRD PARTIES; OR (3) ANY PUNITIVE DAMAGES. FOR PURPOSES OF THIS AGREEMENT, INCIDENTAL OR CONSEQUENTIAL DAMAGES SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED REVENUES, INCOME, PROFITS OR SAVINGS; LOSS OF OR DAMAGE TO BUSINESS REPUTATION OR GOOD WILL; LOSS OF CUSTOMERS; LOSS OF BUSINESS OR FINANCIAL OPPORTUNITY; OR ANY OTHER INDIRECT OR SPECIAL DAMAGES OF ANY KIND CATEGORIZED AS CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THE LAW OF THE STATE OF KANSAS. CUSTOMER'S SOLE REMEDY FOR COMPANY'S NON-CONFORMING PERFORMANCE OF SERVICES OR DELIVERY OF PRODUCTS SHALL BE, IN COMPANY'S ABSOLUTE DISCRETION, RE-PERFORMANCE OF THE NON-CONFORMING SERVICES OR A REFUND OF THE AMOUNT PAID BY CUSTOMER FOR THE NON-CONFORMING SERVICE OR PRODUCTS. COMPANY'S LIABILITY FOR ANY DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT BILLED OR BILLABLE TO CUSTOMER FOR SERVICES PROVIDED BY COMPANY DURING THE PRECEDING TWO (2) MONTHS FROM THE DATE THE ALLEGED DAMAGES WERE INCURRED.
12. **Equal Opportunity Employer.** Company is an Equal Opportunity Employer and does not discriminate in recruitment, hiring, transfer, promotion, compensation, development, or termination of its employees on the basis of race, color, sex, age, marital status, national origin, handicap, religious beliefs, veteran's status or other protected category as required by applicable federal, state and local laws. Customer likewise represents that it will not discriminate in the referral or acceptance of Company employees hereunder on the basis of race, color, sex, age, marital status, national origin, handicap, religious beliefs, veteran's status or other protected category as required by applicable federal, state and local laws.
13. **Indemnification.** Subject to and without waiving the City's rights of sovereign immunity and to the extent permitted by Missouri law, Each party shall indemnify, defend and hold harmless the other, its employees, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents, from and against any third party claims, demands, loss, damage or expense relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused solely by the negligence or willful conduct of the indemnifying party, its personnel or agents in connection with the performance of the Services hereunder. To the extent that such claim arises from the concurrent conduct of Customer, Company and/or any third party, it is expressly agreed that Company's liability shall be limited by the terms and provisions of paragraph 11 herein and that, with respect to any remaining obligations to pay any third party claims, demands, losses, damages or expenses that are not limited by the terms and provisions of paragraph 11 herein, each party's obligations of indemnity under this paragraph shall be effective only to the extent of each party's pro rata share of liability. To receive the foregoing indemnities, the party seeking indemnification must promptly notify the other in writing of a claim or suit and provide reasonable cooperation (at the indemnifying party's expense) and full authority to defend or settle the claim or suit. The indemnifying party shall have no obligation to indemnify the party seeking indemnification under any settlement made without the indemnifying party's written consent.
14. **Termination**
- (a) **Termination for Material Breach.** If either party believes that the other party has failed in any material respect to perform its obligations under this Agreement (including any Service Attachment(s), Statement of Work or Product Order attached hereto), then the non-breaching party shall provide written notice to the other party's representative identified in Exhibit 1 attached hereto describing the alleged breach in reasonable detail. If the alleged breach relates to Customer's failure to pay any sum due and owing under this Agreement, or if Customer makes an unauthorized solicitation of a Company employee under the provisions of paragraph 9 herein, Customer shall have ten (10) business days after notice of such failure to cure the

breach. If Customer fails to cure the breach within ten (10) business days, then Company may immediately terminate this Agreement, in whole or in part, for cause, by providing written notice to Customer. With respect to all other breaches of this Agreement, the non-breaching party must provide the breaching party notice in writing clearly identifying the breach. Unless the Parties agree in writing to a longer time, the breaching party shall have fifteen (15) days from its receipt of the written notice of breach to cure the breach. If the breaching party fails to cure the breach within fifteen (15) days of receipt of the written notice of breach, then the non-breaching party may terminate this Agreement, in whole or in part, for cause by providing written notice to the authorized contact identified in Exhibit 1 attached hereto and fully incorporated herein. If the breach is one that cannot reasonably be cured within fifteen (15) days of receiving notice, the parties shall mutually agree in writing to a time schedule and plan for curing the breach. If the breach is not cured by the mutually agreed upon deadline, the non-breaching party may terminate this Agreement, in whole or in part, for cause by providing written notice to the authorized contact identified in Exhibit 1 to this Agreement.

- (b) **Termination of Individual Services.** If Customer is receiving Services under multiple Service Attachments, the Termination of one Service Attachment does not affect any other Service Attachment or this Agreement. If Company terminates any Service Attachment due to Customer's material breach, Customer shall not be relieved of its obligation to remit payment for any unpaid, undisputed balance, or compensate Company its actual costs incurred as a result of Company's reasonable reliance upon Customer's promise to honor its obligations under the Service Attachment.
 - (c) **Termination for Bankruptcy.** Company shall have the immediate right to terminate this Agreement, by providing written notice to Customer, in the event that (i) Customer becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (ii) a substantial part of Customer's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.
 - (d) **Payments Due.** The termination of this Agreement shall not release Customer from the obligation to make payment of all amounts then or thereafter due and payable.
 - (e) **License Fees.** Upon termination of this Agreement or any Service Attachment for any reason, Customer shall be responsible for the unpaid balance of any license fees or similar use fees incurred by Company on behalf of Customer.
 - (f) **Discontinued Services.** Company reserves the right, in its absolute discretion, to discontinue offering any Service(s) identified in any Service Attachment or Statement of Work, in whole or in part, upon sixty (60) days written notice to Customer. Company shall not be in breach of this paragraph 14(f) or any other provision of this Agreement if one or any of Company's vendors provides less than thirty (30) days notice to Company that a particular service will no longer be available to its customers.
15. **Acceptable Use Policy.** Customer, its employees and agents, and any person or entity authorized by Customer to utilize Company's network shall be bound by Company's Acceptable Use Policy (the "Use Policy") published on its website, available at <http://www.netstandard.com/acceptable-use-policy/>. Violations of this Use Policy may result in a demand for immediate removal of offending material, immediate temporary or permanent filtering, blocked access, suspension or termination of service, or other action appropriate to the violation, as determined by Company in its sole discretion. When feasible, Company shall give notice of the violations and allow reasonable time for them to be cured, not to exceed 10 days; however, Company reserves the right to act without notice when necessary, as determined by Company in its sole discretion. Company may involve, and will cooperate with, law enforcement if criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations of this Use Policy.
16. **Exigent Circumstances.** When exigent circumstances arise which threaten violation of existing laws, Company's Acceptable Use Policy or Privacy Policy, compromise of Company's network, or compromise of Customer's network, Company reserves the right, in its sole and absolute discretion, to take appropriate action without Customer consent. In such circumstances, Company will make reasonable efforts to contact Customer and to resolve the exigency. Examples of exigent circumstances include, but are not limited to, denial of service attacks, hijacking of a Customer website or application for unlawful use by an unauthorized third party, or infection of a resource within Customer's network by harmful malware.
17. **Customer Responsibilities**
- (a) Customer shall promptly notify Company of any changes to the information contained in Exhibit 1, attached hereto and fully incorporated herein. Company is not responsible for any incorrect or inaccurate information provided on Exhibit 1.

- (b) During the Initiation of Services Period, as this term is further defined in the attached Service Attachment(s), Customer will provide Company reasonable access to Customer's network and Customer's facilities in order for Company to timely complete its initiation of services. Customer's failure to provide reasonable access to Company may result in delays in completing the initiation of services. Any such delay described in this paragraph 17(b) shall not be grounds for termination by Customer. In the event Company terminates this Agreement due to a delay described in this paragraph 17(b), Customer shall be responsible for all actual costs and expenses incurred by Company in reliance on this Agreement.

18. **Miscellaneous Provisions**

- (a) **Non-Restrictive Relationship.** Company may provide the same or similar services to other customers.
- (b) **Waiver.** The rights and remedies provided to each of the Parties herein shall be cumulative and in addition to any other rights and remedies provided by law or otherwise. Any failure in the exercise by either party of its right to terminate this Agreement or to enforce any provision of this Agreement for default or violation by the other party shall not prejudice such party's rights of termination or enforcement for any further or other's default or violation or be deemed a waiver or forfeiture of those rights.
- (c) **Privacy.** Company is committed to protecting the privacy of all of its customers, and Company has enacted policies to protect certain information from disclosure to third parties (the "Privacy Policy"). A copy of Company's Privacy Policy may be accessed via Company's website at <http://www.netstandard.com/privacy/>.
- (d) **Attorney's Fees.** In the event Company is forced to take legal action against Customer to enforce any of the terms of this Agreement or any attached Service Attachment(s), Company shall be entitled to recover from Customer its reasonable costs, necessary disbursements, and attorney's fees incurred in enforcing this Agreement.
- (e) **Force Majeure.** Neither party will be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its control, including and without limitation: strikes, lockouts, or other industrial disturbances; civil disturbances; fires; acts of God; acts of a public enemy; compliance with any regulations, order, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market.
- (f) **Notices.** All notices required under or regarding this Agreement, including any Service Attachments, must be in writing and will be considered if delivered personally, mailed via registered or certified mail (return receipt requested and postage prepaid), given by facsimile (confirmed by certification of receipt), sent by e-mail (confirmed by read receipt) or sent by courier (confirmed by receipt) addressed to the following designated parties:

If to NetStandard, Inc.:
 NetStandard, Inc.
 Attention: Account Services
 2000 Merriam Lane
 Kansas City, KS, 66106
 E-mail: admin@netstandard.com

If to _____:
 See Exhibit 1, attached hereto

- (g) **Contact and Billing Information.** Customer's designated contact for Notices described above and billing information is identified in Exhibit 1 of this Agreement.
- (h) **Assignment.** Customer may not assign this Agreement without the prior written consent of Company. Company may not assign this agreement without prior written notice to Customer.
- (i) **Facility Rules and Safety Requirements.** The employees and agents of each Party, while on the premises of the other Party, shall be bound by any and all rules and regulations in effect, including safety and security requirements.
- (j) **Survival.** Any provision of this Agreement that contemplates performance or observance following termination or expiration of this Agreement, or that by its nature should continue to be effective following termination or expiration of this Agreement, will survive termination or expiration of this Agreement and continue in full force and effect until the natural termination of the particular provision.

- (k) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument. A signature transmitted by facsimile or scanned from the original shall be considered an original signature for purposes of this Agreement.
- (l) **Severability.** If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.
- (m) **Captions.** The section headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.
- (n) **Entire Agreement.** This Agreement and any Service Attachment(s) incorporated herein constitute the entire agreement between the Parties and supersede any prior or contemporaneous communications, representations or agreements between the Parties, whether oral or written, regarding the subject matter of this Agreement.
- (o) **Modification.** Except as otherwise provided in an Service Attachment, this Agreement and any Service Attachment(s) may be modified only by an instrument in writing executed by the Parties hereto. Any written work order or request for additional services submitted by Customer shall not modify the terms of this Agreement and will only be considered an offer to modify the Agreement.
- (p) **Supremecy.** This Master Service Agreement shall replace and supercede all prior Master Service Agreements entered into by and between the Parties. Any Service Attachment(s) executed by the Parties after execution of this Master Service Agreement shall be governed only by this Master Service Agreement. The Parties acknowledge that some inconsistencies may exist between this Master Service Agreement and Service Attachments executed prior to this Master Service Agreement. The Parties agree that any inconsistencies or ambiguities that may arise between an existing Service Attachment and this Master Service Agreement shall be construed in favor of the existing Service Attachment.
- (q) **Applicable Law.** This Agreement is made under and will be construed in accordance with the law of Missouri without giving effect to that state's choice of law rules. The forum for any dispute or litigation arising out of this Agreement shall be in the Cass County District Court or in the Federal District Court for the state of Missouri.
- (r) **Successors and Third Party Beneficiaries.** This Agreement shall inure to the benefit of Company and Customer and any successors or assigns of Company and Customer. No third party shall have any rights hereunder.
- (s) **Audit Attestation.** Company is committed to protecting the data hosted in Company's data center, both physically and logically. Detailed controls regarding the security of hosted data are available in Company's control audit attestation report. Company maintains an attestation report (i.e. SSAE16, SSAE18) that may be reviewed by Customer upon request.

IN WITNESS WHEREOF, the Parties have executed this Master Services Agreement as of the Effective Date above.

NetStandard, Inc.	City of Belton
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

EXHIBIT 1 - CONTACT AND BILLING INFORMATION

Main Contact: _____

Billing Contact: _____

Billing Phone: _____

E-mail: _____

Check this box if you authorize NSI to provide official notices by e-mail

Billing Preference: e-mail US Postal Service

Company: _____

Main Telephone #: _____

Fax Number: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Corp **LLC** **Partnership** **Individual**

EIN/SSN: _____

Customer Acknowledgement:

Customer Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

NetStandard Inc.
**DataSafe™ Remote Data Backup and
Disaster Replication Services Attachment**



This DataSafe™ Remote Data Backup and Disaster Replication Services Attachment (“DataSafe™ Attachment”) references terms and conditions in a Master Services Agreement by and between NetStandard, Inc. (“NSI”), with a principle office at 2000 Merriam Lane, Kansas City, KS 66106 (NSI may also be referred to as “Company”), and City of Belton with a principle office at 506 Main Street, Belton, MO 64012 may also be referred to as “Customer”) (“Company” and “Customer” are collectively referred to as the “Parties”) with an Effective Date of 10/20/2017. This DataSafe™ Attachment, together with the Master Services Agreement and any other Service Attachments executed by the Parties shall be referred to collectively as the “Agreement.”

WHEREAS, Company is engaged in the business of providing certain Remote Data Backup and Data Replication Services known as DataSafe™ (the “Services”);

WHEREAS, Customer desires to retain Company to perform the DataSafe™ Services;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

1. Definitions

- (a) **Agent or Gateway** shall mean the software that runs on a computer at Customer’s site to perform remote data backups;
- (b) **Data Archival** shall mean the process of identifying Protected Data that is no longer actively used by Customer and creating exceptions to provide for long-term retention of non-critical data;
- (c) **Data Backup** shall mean the process of creating multiple recoverable copies of Protected Data, each with multiple recovery points;
- (d) **DataSafe™** shall mean the subscription-based remote data backup and disaster replication services offered by Company;
- (e) **DataSafe™ Systems** shall mean any Company-owned hardware, software, remote backup systems, other services, documents, files and information provided to Customer in connection with the DataSafe™ services;
- (f) **Disaster Replication** shall mean the process of creating multiple replicated virtual machine images at Company’s data center that are hosted within a compatible hypervisor in a runnable state;
- (g) **Initial Seed Backup** shall mean the first full system backup that must be performed by Customer and transported to Company’s data center;
- (h) **Local Storage Appliance** shall mean the combination of hardware and software that exists at Customer’s site that stores backup data;
- (i) **Protected Capacity** shall mean the total amount of Customer’s source data stored on Customer’s systems;
- (j) **Protected Data** shall mean the data stored on Customer’s systems that is targeted for protection by DataSafe™;
- (k) **Storage Node** shall mean the combination of hardware and software located at Company’s data center that receives backup or replication data from an Agent or Gateway;
- (l) **Stored Capacity** shall mean the total amount of Customer’s compressed data stored on the DataSafe Systems.

2. Services

(a) DataSafe™ Remote Data Backup Services

- 1. DataSafe™ is capacity-based and is typically priced on the total amount of Protected Capacity, unless Customer’s Stored Capacity exceeds its Protected Capacity by 25% or more, in which case Customer’s Monthly Service Fee will be based on Customer’s Stored Capacity.

2. This DataSafe™ Attachment provides for storing multiple restore points of each file backed up based upon the retention requirements outlined by Customer.
 - i. Customer shall be entitled to up to 45 daily backups. Additional daily backups may be purchased for an additional fee.
 - ii. The retention limit for deleted items matches the retention limit for the file backups. That means deleted items do not create a separate restore point and subsequently, a deleted item will no longer be available for restore once the file retention limit.
3. A Local Storage Application must be installed on Customer's local area network that is accessible by all Agent or Gateway computers. Upon request, Company will provide Customer with a Local Storage Appliance to store backups on site. Any Local Storage Appliance provided by Company shall remain the property of Company, and Company shall be responsible for the maintenance, repair or replacement of the device in the event of failure. Upon termination of this Agreement for any reason, Company will remove the Local Storage Appliance from Customer's premises, or Customer may elect to purchase the Local Storage Appliance from Company at its retail replacement cost.
4. This DataSafe™ Attachment does not include Data Archival. Data Archival may be purchased by Customer under a separate agreement signed by the Parties.
5. Company does not guarantee the compressibility of Customer's Protected Data. Customer acknowledges that data compression is on a best effort basis and not within Company's control.
6. Customer shall designate a representative to receive initial training from Company to assist in the installation of DataSafe Systems and assist with Customer's evaluation of the Protected Data to be backed up. Company shall provide Customer support via telephone during the first thirty (30) days to assist Customer with the setup and configuration of Customer's backup plan, and Customer's performance of the Initial Seed Backup. This 30-day period shall be referred to as the "Initiation of Services Period."
7. NetStandard will provide ongoing management and support of DataSafe Backup Systems to include job monitoring, job restart, job scheduling, configuration changes, reporting and file/folder restoration.
 - i. Full system restores, or restorations representing more than 10% of a single server's Protected Data, are not included under this DataSafe™ Attachment. Such additional services are available at the then current time and materials rate which will be provided to Customer upon request. Customer will be notified in advance before beginning the restoration.
 - ii. Remediation of issues or concerns specific to the Customer's systems or environment are excluded from the Services provided pursuant to this DataSafe™ Attachment. This includes, but is not limited to, servers, local or wide area networks or software incompatibilities.

(b) **DataSafe™ Disaster Replication**

1. DataSafe™ Disaster Replication is an optional addition to Remote Data Backup Services and is offered on a subscription basis.
2. This attachment provides for the creation and hosting of up to three images of each virtual machine protected by the DataSafe™ Remote Data Backup Services.
 - i. Image frequency may be specified by Customer. The default frequency is daily. The minimum frequency is four (4) hours.
 - ii. Images will be hosted in a runnable state within a compatible hypervisor using Company's public cloud infrastructure and storage.
3. This DataSafe™ Attachment provides for up to two test periods per calendar year with a duration of up to twenty-four hours each. During this time any or all of the replicated virtual machines may be started and run but cannot host production workloads. Customer must provide Company with one (1) week's advance notice prior to support testing.

4. This attachment provides for one period of up to thirty (30) days per calendar year during which any or all of the replicated virtual machines may be started and run to support production workloads during a bonafide and formally declared disaster. Upon request, Customer shall provide Company with evidence of a disaster declaration. Additional events or runtime in excess of thirty (30) days per calendar year will be billed at NetStandard's then current retail cloud prices.
5. Company will provide ongoing management and support of the DataSafe™ Disaster Replication Services to include monitoring, scheduling, job completion, configuration changes and reporting.
6. Company will provide up to four (4) hours of support each calendar year to assist Customer with testing or recovery.

3. Pricing and Payment Terms

(a) Monthly Service Fees ("MSF")

Product	Est. Data in TB	Unit Cost	Service Fees
Stored Capacity for Backup	2TB	\$350	\$700
Stored Capacity for Disaster Images		\$350	
Total Monthly Storage Fee			\$700

(b) One-Time DataSafe™ Setup Fee

Service	# of in scope Systems	Unit Cost	Service Fees
DataSafe Backup Setup Fee	0	\$120.00	\$0
DataSafe Disaster Image Setup Fee	0	\$120.00	\$0
Back-Up Storage Appliance Setup	0	\$150.00	\$0
Total Non-Reoccurring Service Fees			\$0

(c) Payment Terms

1. On the last business day of each month, Company will compute the maximum amount of data stored or protected, DataSafe™ licenses used, and appliance data consumed for the month and invoice Customer the adjusted Service Fees as calculated in accordance with the provisions of Section 3 of this DataSafe™ Attachment.
2. The first monthly payment shall be the larger of either a) the minimum Service Fees projected as of the signing of this DataSafe™ Attachment or b) a pro-rated monthly Service Fee based upon Customer's actual usage.
3. Any services not specifically identified in this DataSafe™ Attachment shall be considered additional services that fall outside the scope of this DataSafe™ Attachment. If Customer desires to engage Company for additional services, the Parties shall execute a separate Product Order, Statement of Work or Service Attachment, as may be necessary.

4. Requirements and Responsibilities

- (a) Customer is responsible for maintenance and installation of all software and/or hardware provided by Customer and residing on Customer's premises, except as otherwise specified in this Attachment. Company specifically disclaims any and all responsibility for the installation, maintenance or repair of software and/or hardware owned and/or used by Customer except as otherwise specified in this Attachment or any other Service Attachment, Product Order or Statement of Work between Company and Customer. Customer is also solely responsible for all transfer(s) of information between computers within Customer's network and within any subsidiary sets of resources.

- (b) Company will assist Customer in identifying Protected Data requirements and setting up backups and disaster images. It is Customer's responsibility to ensure that data identified to be backed up is included in DataSafe™ backups. Company will not be responsible for the loss of any data as a result of Customer's failure to add specific data to DataSafe™.
- (c) Customer shall be responsible for notifying Company of it need to increase or decrease the number of servers being utilized or to change the scope of data being backed up.
- (d) For Customers installing DataSafe™ Systems at Customer's location (i.e., not at NSI's data center), a minimum of 200Kb per 1Gb of Protected Data, available Internet upload bandwidth is required at each location. Backup times will be impacted by network congestion. Larger datasets will require greater bandwidth for timely completion of backups. Customer agrees to provide adequate Internet bandwidth to allow for desired backup operations.
- (e) The DataSafe™ Systems require various TCP/IP ports to be open between the Agent/Gateway and the Storage Node machine(s). These ports must be open for proper operation of the Services. TCP/IP port assignments may be changed due to upgrades of DataSafe™.
- (f) Company requires administrative access to all of Customer's protected systems. This access must be granted at the time of installation and continuously maintained for proper provisioning of the Services.
- (g) Each Agent/Gateway computer may require an encryption key to protect the data (if desired). Customer must create the desired key at the time of installation. Customer is responsible to keep a record of the encryption key in a secure place. Loss of this encryption key may result in the loss of all of Customer's data backups. Backup encryption keys are the sole responsibility of the Customer and cannot be reconstructed if they are lost. Company is not liable for the storage of the key and will retain no record of its content or ability to reconstruct the key or access any of Customer's data backups if the encryption key is lost.
- (h) Company is not responsible for performance characteristics on Customer-provided Agent/Gateway machines.
- (i) Unless otherwise agreed by the Parties, Customer is responsible for the daily supervision of backup operations. An email address and SMTP relay server must be provided to Company in order to receive notifications from the Storage Node.
- (j) Upon expiration or termination of this DataSafe™ Attachment for any reason, Customer shall be responsible for requesting an export of Customer's stored data via storage device. All of Customer's stored data will be purged from the DataSafe™ System 10 days after expiration or termination of this DataSafe™ Attachment.

5. Term and Termination

- (a) This Attachment shall be in effect for a period of one (1) year beginning on the date that the Parties execute this DataSafe™ Attachment by signature below (the "Initial Term"). At the expiration of the Initial Term, this DataSafe™ Attachment shall renew on a month-by-month basis (the "Renewal Term"), or until terminated by either party. If Customer does not wish to renew, Customer must notify Company in writing at least thirty (30) days before the last day of the applicable Initial or Renewal Term. Customer's notice not to renew will be effective on the last day of the month following the month in which the notice was received by Company.
- (b) Services provided under this DataSafe™ Attachment are scheduled to begin on or after the agreement is approved.
- (c) This DataSafe™ Attachment may be terminated in accordance with Paragraph 14 of the Master Services Agreement.

6. Service Level Agreement

- (a) **Availability Guarantee.** Company guarantees that the DataSafe™ Systems will be operated with due care and using best practices for reliability, availability and value. The DataSafe™ availability guarantee does not apply if Customer's hardware, software or changes made by Customer are the cause of a misconfiguration, inability to restore data or other functionality problems with the DataSafe™ System. DataSafe™ System unavailability will be deemed to exist if the DataSafe™ System does not respond to Company's monitoring systems or if Customer cannot restore data that has been verified to have been backed-up by the DataSafe™ System.

- (b) **Service Availability.** DataSafe™ availability will be calculated based upon minutes of available service divided by minutes of planned availability during the specified period. The calculation will be made monthly on the 1st calendar day of the month using the availability criteria identified below:

DataSafe Availability Target	Percent of availability for DataSafe System meeting target (P).
Target Breached	$P \leq 99.8\%$
Target Threatened	$99.8\% < P < 99.99\%$
Target Met	$P \geq 99.99\%$

- (c) **Service Credit for Unavailability.** If Customer experiences unavailability in excess of the targets identified above, and if Customer's unavailability was not attributable to Customer's hardware, software or other influence outside of Company's control, then Customer shall be entitled to a service credit according to the following chart:

Availability in a month	Penalty
99.5% to 99.0%	20% of MSF
99.0% to 95.0%	35% of MSF
95.0% to 90.0%	50% of MSF
90.0% to 75.0%	75% of MSF
Below 75%	100% of MSF

IN WITNESS WHEREOF, the Parties have executed this DataSafe™ Attachment as of the date below.

NetStandard, Inc.	City of Belton
--------------------------	-----------------------

By _____
 Name _____
 Title _____
 Date _____

By _____
 Name _____
 Title _____
 Date _____

SECTION VI

C

AN ORDINANCE AUTHORIZING THE CHIEF OF POLICE TO SUBMIT GRANT APPLICATIONS TO THE MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) DIVISION OF HIGHWAY SAFETY FOR 2018-2019.

WHEREAS, the Chief of Police is hereby authorized to submit applications for annual Missouri Department of Transportation (MoDot) for Highway Safety grant funds totaling \$19,743.30.

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

WHEREAS, the FY19 proposed budget of \$19,743.30 has been scheduled for the traffic grant fund. The grants will pay 100% overtime.

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

Section 1. That the City Council hereby authorizes and approves the Missouri Department of Transportation Safety Grants, herein attached and incorporated as Exhibit A to the Ordinance, for the grants being carried out by the Belton Police Department.

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

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

READ FOR THE FIRST TIME: February 27, 2018

READ FOR THE SECOND TIME:

Mayor, Jeff Davis

Approved this ____ day of _____, 2018.

Mayor, Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and the foregoing ordinance was regularly introduced for the first reading at a meeting of the City Council held on the 27th day of February, 2018, and thereafter adopted as Ordinance No. 2018 _____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2018, after the second reading thereof by the following:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: February 20, 2018
ASSIGNED STAFF: James R. Person
DEPARTMENT: Police

Approvals

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

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

ISSUE/REQUEST: The Belton Police Department is applying for three Missouri Department of Transportation Highway Safety Grants for a total of \$19,743.30.

PROPOSED CITY COUNCIL MOTION: An ordinance authorizing the Chief of Police to apply to Missouri Department of Transportation for Highway Safety Grant funds totaling \$19,743.30.

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

Annually the Police Department applies to MoDot Highway Safety for traffic grant fund. These grants will pay 100% overtime which amounts to \$11,000.00 of the total. Equipment requested totals are \$5,868.30 and training 2,875.00.

IMPACT / ANALYSIS:

These funds have been scheduled in the FY19 budget for Missouri Department of Transportation Highway Safety Grant Revenue.

FINANCIAL IMPACT

Contractor:	State of Missouri - Missouri Department of Transportation
Amount of Request/Contract:	\$
Amount Budgeted:	\$ Currently scheduled for \$19,743.30
Funding Source:	Highway Safety Grant funds
Additional Funds	\$
Funding Source	
Encumbered:	\$
Funds Remaining:	\$

TIMELINE	Start:	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

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

List of reference Documents Attached:

Grant Applications



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

CITY COUNCIL AUTHORIZATION

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

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

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

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Mayor



**Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2018 through September 30, 2019**

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


(Application due by March 01, 2018)

Agency:	Belton Police Dept.	Agency ORI#:	MO0190200
Address:	7001 E. 163rd St.	Federal Tax ID#:	44600137
		DUNS #:	009487612
City:	Belton	State:	MO
		Zip:	64012-4614
		County:	Cass
Phone:	816-331-1500	Fax:	816-322-7057
Contact:	Corp. John Baker	Email:	jbaker@beltonpd.org
Jurisdiction:	Urban	Jurisdiction Population:	23,175
Targeted Population:	All Drivers		

Project activity for which your agency is requesting funding:

Hazardous Moving Violation

Project Title:	Hazardous Moving Enforcement	Requested Amount:	\$14,243.30
Brief Description:	Hazardous Moving Enforcement		


James R. Person

Authorizing Official



Authorizing Official Signature

Chief of Police
Authorizing Official Title

GOALS/OBJECTIVES

Core Performance Measure Goals

1. To decrease speeding related fatalities by 7.0 percent annually, resulting in a change to the 2014-2018 moving average from 304.2 (2011-2015 moving average) to 294.8 (2014-2018 moving average) by December 31, 2018.

Other Performance Measure Goals

1. To decrease aggressive driving-related fatalities by 7.0 percent annually, resulting in a change to the 2014-2018 moving average from 428.2 (2011-2015 moving average) to 430.9 (2014-2018 moving average) by December 31, 2018.

To decrease the crashes along MO58 and I-49 by 7.0 percent (167 crashes) moving from 707 to 658 by December 31, 2018.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5: This agency is currently in the process of changing to the MIBRS information format.	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. All but 8% of last year's funding was spent.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	

- 40 Total number of in-car video cameras. 9
- 41 Total number of PBTs. 10
- 42 Total number of Breath Instruments. 1

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

- 43 Identify primary enforcement locations.

The greatest number of crashes occur on the major corridors of Interstate 49, Missouri Highway 58, and N. Scott Avenue, and a portion of 163rd St/Cedar between I-49 and Markey Parkway.

- 44 Enter the number of enforcement periods your agency will conduct each month. 4

- 45 Enter the months in which enforcement will be conducted.

Enforcement should be conducted equally throughout the year. Last year showed a more equal dispersion of crash per month than previously.

- 46 Enter the days of the week in which enforcement will be conducted.

Enforcement should focus on Wednesday, Thursday, and Friday which appear to have the higher incident rates.

- 47 Enter the time of day in which enforcement will be conducted.

0600 - 1900 which is when the city sees the highest incident rate. 0600 - 1900 which is when the city sees the highest incident rate.

- 48 Enter the number of officers assigned during the enforcement period. 2

- 49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

This agency has a variable message board. When purchased it came with hand held keypad and an LCD. This interface is not user friendly as a result there is only one officer with the experience to program the board. We would like to upgrade the software and interface so it can be programmed using a laptop or tablet which would allow for easier on screen interaction. This board is mostly used in the school zones and for city events (5k run and Halloween) to remind and warn drivers of increased pedestrian traffic. As the current interface is so challenging the board does not see as much use as is possible.

In an effort to be able to put more officers on the road during HMV and Impaired Driving campaigns the department has budgeted to increase the patrol vehicle fleet by one (1). To help insure the vehicle can be used for multiple enforcement projects we would need to equip the vehicle with a RADAR unit that matches the rest of the fleet.

ADDITIONAL FUNDING SOURCES

N/A

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	msg board upgrade.pdf	02/09/2018
PDF	PDF Document	radar.pdf	02/09/2018
PDF	PDF Document	Crash map 2017.pdf	02/09/2018



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

CITY COUNCIL AUTHORIZATION

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

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

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

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Mayor



**Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2018 through September 30, 2019**

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

(Application due by March 01, 2018)

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

<p>Project activity for which your agency is requesting funding:</p> <p>DWI Enforcement</p>
--

Project Title:	Saturation Patrol	Requested Amount:	\$5,500.00
Brief Description:	Saturation Patrol		


James R. Person
Authorizing Official


Authorizing Official Signature

Chief of Police
Authorizing Official Title

PROBLEM IDENTIFICATION

Substance-impaired drivers contributed to 27 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 82 percent of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

A common misconception is that substance-impaired drivers are primarily injuring and killing themselves. While that is often true, a substantial number of people killed and seriously injured in these crashes were not intoxicated by alcohol or other drugs. Their actions in these incidents probably did not contribute to the cause of the collision. In 2016 the highway patrol reported 947 traffic deaths. Of those 205 or 21% involved impaired drivers.

The City of Belton is an urban city south of Kansas City, Missouri with a population of approximately 23,000 people covering 14.32 square miles. Within this area there are 286 lane miles of roadway, which includes Interstate 49, Missouri Highway 58, and Route Y. From January 2014-2016 the agency investigated 1,917 crashes. Of those one (1) was a fatality and 328 were injured.

From 2016 to 2017 this department saw a 28% drop in DWI arrests (87 compared to 62). Some of this drop is in part due to the lack of sobriety checkpoints during that period. A comparison of for the start of the 2017 grant year (October 2016) to the 2018 grant year (October 2017) DWI arrests are 27 and 22 respectively. For the 2014-2016 statistics the city ranks 35th for alcohol related crashes.

GOALS/OBJECTIVES

Core Performance Measure Goals

1. To decrease alcohol-impaired driving fatalities by 7.0 percent annually, resulting in a change to the 2014-2018 moving average from 242.8 (2011-2015 moving average) to 180.8 (2014-2018 moving average) by December 31, 2018.

Other Performance Measure Goals

1. To decrease alcohol-impaired driving serious injuries by 4.0 percent annually, resulting in a change to the 2014-2018 moving average from 686.0 (2011-2015 moving average) to 549.5 (2014-2018 moving average) by December 31, 2018.

To decrease overall impaired driving crashes and drop the city ranking from 35th to 40th or better.

PROJECT DESCRIPTION

Decrease the number of alcohol related crash occurrences through deterrence and detection and apprehension of impaired motorists. This goal is to be accomplished by focusing efforts during those times when occurrences of impaired drivers are more prevalent with saturation patrols.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5: This agency is currently in the process of changing to the MIBRS information format.	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. During the last grant period we were unable to spend the remaining balance which accounted for 35% of the granted amount. This was in part due to a transition in program coordinators and the high turn over which created a lower average over time rate as compared to what was used during the original planning.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No

17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).

Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.

18 Total number of DWI violations written by your agency.	62
19 Total number of speeding violations written by your agency.	868
20 Total number of HMV violations written by your agency.	1863
21 Total number of child safety/booster seat violations written by your agency.	26
22 Total number of safety belt violations written by your agency.	170
23 Total number of sobriety checkpoints hosted.	0

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24 Total number of traffic crashes.	1917
25 Total number of traffic crashes resulting in a fatality.	2
26 Total number of traffic crashes resulting in a serious injury.	446
27 Total number of speed-related traffic crashes.	484
28 Total number of speed-related traffic crashes resulting in a fatality.	0
29 Total number of speed-related traffic crashes resulting in a serious injury.	66
30 Total number of alcohol-related traffic crashes.	91
31 Total number of alcohol-related traffic crashes resulting in a fatality.	0
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	10
33 Total number of unbuckled fatalities.	0
34 Total number of unbuckled serious injuries.	1

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	47
36 Total number of commissioned patrol and traffic officers.	28

37 Total number of commissioned law enforcement officers available for overtime enforcement.	42
38 Total number of vehicles available for enforcement.	9
39 Total number of radars/lasers.	13
40 Total number of in-car video cameras.	9
41 Total number of PBTs.	10
42 Total number of Breath Instruments.	1

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

The greatest number of crashes occur on the major corridors of Interstate 49, Missouri Highway 58, and N. Scott Avenue, and a portion of 163rd St/Cedar Avenue between I-49 and Markey Parkway.

44 Enter the number of enforcement periods your agency will conduct each month. 4

45 Enter the months in which enforcement will be conducted.

Enforcement should be conducted equally throughout the year. Last year showed a more equal dispersion of crash per month than last year.

46 Enter the days of the week in which enforcement will be conducted.

Enforcement should focus on Wednesday, Thursday, and Friday which appear to have the higher incident rates.

47 Enter the time of day in which enforcement will be conducted.

Statistics show during 2017 DWI arrests occurred as early as 1300 hrs and continued with regularity until approximately 0300 hrs.

48 Enter the number of officers assigned during the enforcement period. 2

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

None

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis.

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

ADDITIONAL FUNDING SOURCES

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Personnel							
	Overtime and Fringe	Payment of wages for officers participating in the project	1	\$5,500.00	\$5,500.00	\$0.00	\$5,500.00
					\$5,500.00	\$0.00	\$5,500.00
Total Contract					\$5,500.00	\$0.00	\$5,500.00

ATTACHMENTS

Document Type

Description

Original File Name

Date Added

SECTION VI

D

AN ORDINANCE APPROVING A CONTRACT BETWEEN THE CITY OF BELTON AND EARTHWORKS EXCAVATION AND ASSOCIATES, LLC TO PROVIDE DEMOLITION OF DANGEROUS RESIDENTIAL STRUCTURES SERVICES ON AN AS NEEDED BASIS.

WHEREAS, an Invitation to Bid was posted on January 12, 2018 for a contract to demolish dangerous residential structures within the City; and

WHEREAS, nine potential bidders attended the pre-bid meeting on January 18, 2018 and bidding closed on January 26, 2018 at which time bids were read aloud; and

WHEREAS, the only bidder for the contract to provide demolition of dangerous residential structures within the City is Earthworks Excavation and Associates, LLC; and

WHEREAS, the City Council believes awarding this contract will support code enforcement activities, create efficiencies in the process and is in the best interest of the citizens.

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

- Section 1.** That the City Council approve the contract for Demolition of Dangerous Residential Structures herein attached and incorporated as **Exhibit A**, with Earthworks Excavation and Associates, LLC.
- Section 2.** That the mayor is authorized and directed to execute the contract on behalf of the City.
- Section 3.** That this Ordinance shall be in full force and effect from and after the date of its passage and approval.
- Section 4.** That all Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

READ FOR THE FIRST TIME: FEBRUARY 27, 2018

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2018.

Mayor, Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 27th of February, 2018, and thereafter adopted as Ordinance No. 2018-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2018, 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

EXHIBIT A

CONTRACT BETWEEN THE CITY OF BELTON, MISSOURI
and
“EARTHWORKS EXCAVATION AND ASSOCIATES, LLC”
for
DEMOLITION OF DANGEROUS RESIDENTIAL STRUCTURES

This Contract is entered into _____ by and between the City of Belton, Missouri, (the “City”) and “Earthworks Excavation and Associates, LLC”, a Demolition Contractor (the “Contractor”).

Recitals

A. The City desires to contract for the demolition and site clearance of dangerous residential structures located in Belton, Missouri, on an as-needed basis for a term of one (1) year with an option for two (2) additional one (1) year periods (the “Project”) in compliance with federal, state, and local regulations.

B. The Contractor has the requisite qualifications and experience to construct the Project for the City and desires to perform those services pursuant to the terms of this Contract.

The parties, in consideration of the mutual promises set forth in this Contract, agree and covenant:

1. **Definitions.** Except as otherwise provided herein, capitalized words used in this Contract shall have the meanings indicated in the General Clauses.

2. **Contract Documents.** This Contract, together with the following documents and any Change Orders issued after execution of this Contract, shall comprise the “Contract Documents” for the Project:

Request for Bids
Instruction to Bidders
Bid Form
Specifications
General Clauses
Task Agreement (to be issued)
Certificate of Completion (to be issued)

There are no Contract Documents other than those above listed.

3. **Responsibilities and Representations of the Parties.**

3.1. **Responsibilities.** The parties agree to perform the responsibilities outlined in the Contract Documents.

3.2. **Representations.** In order to induce the City to enter into this Contract, the Contractor represents that it has: (a) examined and carefully studied the Contract Documents and the other related data identified in the Contract Documents; and (b) become aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

4. **Schedule, Work Time and Completion Times.**

4.1. **Time is of the Essence.** All of the time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of this Contract.

4.2. **Work time.** Work shall be performed between the hours of 7 a.m. to 4 p.m. Monday through Friday excluding holidays.

4.3 **Completion Times.** The Work will be substantially completed, and completed and ready for final payment in accordance with the General Clauses, within the time(s) specified in the Contractor's Bid for each structure that is the subject of a Notice to Proceed/Task Agreement issued by the Building Official to the Contractor hereunder.

4.2. **Liquidated Damages.** The parties recognize that the City will suffer financial loss if the Work is not completed on or before the date(s) or within the time(s) specified in the Contractor's Bid, plus any extensions thereof allowed in accordance with the General Clauses. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Therefore, for each day that expires after the time specified in the Contractor's Bid for Substantial Completion on a particular structure until the Work is substantially complete as fixed in the certificate of Substantial Completion, and for each day that expires after the time specified in the Bid for completion and readiness for final payment until the work is completed and ready for final payment as fixed in the certificate of final completion, the Contractor agrees to pay liquidated damages to the City in the amount of **\$250.00 per day**, in accordance with the General Clauses.

5. **Payment.** The City shall pay the sum or sums due the Contractor, at stated intervals and in the amounts certified by the City Manager, or his/her designated representative, in accordance with the Contractor's Bid. Notwithstanding anything to the contrary contained in the Contract Documents, the City shall pay the Contractor within thirty (30) days after the Contractor's full, complete, timely and faithful performance of the work required by this Agreement for each structure that is the subject of a Notice to Proceed/Task Agreement issued by the Building Official.

6. **Insurance Requirements.**

6.1. **Types and Amount of Coverage.** The Contractor agrees to obtain insurance coverage as specified in the General Clauses, and shall not make any material modification or change from these specifications without the prior approval of the City. If the Contractor subcontracts any of its obligations under this Contract, the Contractor shall require each such subcontractor to obtain insurance coverage as specified in the General Clauses. Failure of the Contractor or its subcontractors to comply with these requirements shall not be construed as a waiver of these requirements or provisions and shall not relieve the Contractor of liability.

6.2. **Rating.** All insurance policies shall be issued by insurance companies rated no less than B+V or better in the most recent "A.M. Bests" insurance guide, and are licensed and approved by the State of Missouri. Except as otherwise specified in the General Clauses, all such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

6.3. **Certificate of Insurance.** The parties acknowledge that the Contractor has provided the City with a certificate of insurance listing the City as the Certificate Holder and evidencing compliance with the insurance requirements in this Contract. The City reserves the right to require complete certified copies of all insurance policies procured by the Contractor pursuant to this Contract, including any and all endorsements affecting the coverage required hereunder.

7. **Injury to Persons or Damage to Property.** The Contractor acknowledges responsibility for any injury to person(s) or damage to property caused by its employees or agents in the performance of its duties under this Contract and shall immediately notify the City Manager's Office at (816) 331-4331 in the event of such injury to person(s) or damage to property.

8. **Indemnification.** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees and court costs) attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, to the extent that such claims, damages, losses, and expenses relate to, arise out of, or are alleged to have resulted from the

wrongful acts, errors, mistakes, omissions, or defective work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract.

9. **Non-Assignable.** Due to the unique qualifications and capabilities of the Contractor, neither the rights nor responsibilities provided for under this Contract shall be assignable by either party, either in whole or in part.

10. **Notices.** All notices required or permitted to be given pursuant to this Contract shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, commercial courier or overnight air courier service. Notice shall be considered given when received on the date appearing on the return receipt, but if the receipt is not returned within five (5) days, then three (3) days after mailed, if sent by registered or certified mail or commercial courier service; or the next business day, if sent by overnight air courier service. Notices shall be addressed as appears below for each party, provided that if any party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

CITY: City of Belton
Attn: Jim Brown, Building Official
520 Main Street
Belton, MO 64012

CONTRACTOR: Earthworks Excavation and Associates, LLC
19495 Bell Road
Higginsville, MO 64037

11. **Retention and Inspection of Records.** The Contractor shall maintain complete, accurate, and clearly identifiable records with respect to all costs and expenses incurred under this Contract. The records shall be maintained during the term of this Contract, and for a period of three (3) years from the date of final payment under this Contract (the "Retention Period"); provided, however, that if any litigation, claim or audit is commenced prior to the expiration of the Retention Period, then the Retention Period shall be extended until all litigation, claims or audit findings have been completely terminated or resolved, without right of further appeal. During the Retention Period, the Contractor shall allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to, or arising under, this Contract. The City agrees to responsibly utilize all information obtained pursuant to this paragraph for the purposes of reviewing, confirming, and verifying the nature and amount of all costs and expenses incurred under this Contract. The City agrees to take reasonable precautions not to disclose such information outside the scope of those stated purposes, subject to the Missouri open records act or other applicable law.

12. **Non-appropriation.** The City is subject to Missouri budget and cash basis laws, and operates on a calendar fiscal year. In the event that this Contract involves financial obligations spanning multiple fiscal years for the City, it is subject to annual appropriation by the City's governing body for future fiscal years. If the City's governing body does not appropriate the funds necessary to fulfill the City's financial obligations pursuant to this Contract, the City shall so notify the other parties to this Contract and this Contract shall be null and void for purposes of the fiscal year(s) affected by the decision of the governing body not to appropriate.

13. **Relationship.** It is expressly understood that Contractor in performing services under this Contract, does so as an independent contractor. The City shall neither have nor exercise any control or direction over the methods by which Contractor performs its services hereunder. The sole interest and responsibility of the City is to see that the services covered by this Contract are performed and rendered in a competent, efficient, and satisfactory manner. Contractor shall be exclusively responsible for all taxes, withholding payments, employment-based benefits, deferred compensation plans, including but not limited to its workers compensation and social security obligations, and the filing of all necessary documents, forms, or returns pertinent to the foregoing.

14. **Subcontracting.** See General Clauses (GC-10).

15. Compliance with Applicable Law. Contractor shall comply with all applicable federal, state, and local law in the performance of this Contract.

16. Equal Opportunity.

- (a) In conformity with the Missouri Human Rights Act against discrimination, the Contractor and its subcontractors, if any, agree that:
- (1) The Contractor shall observe the provisions of the Missouri Human Rights Act against discrimination and in doing so shall not discriminate against any person in the performance of work under this Contract because of race, sex, religion, age, color, national origin, ancestry or disability;
 - (2) The Contractor shall include in all solicitations, or advertisements for employees, the phrase "equal opportunity employer," or a similar phrase to be approved by the city's human relations director;
 - (3) If the Contractor fails to comply with the manner in which the Contractor reports to the Missouri Commission on Human Rights (MCHR), the Contractor shall be deemed to have breached this Contract and it may be canceled, terminated or suspended, in whole or in part, by the City;
 - (4) If the Contractor is found guilty of a violation of the Missouri Human Rights Act against discrimination under a decision or order of the MCHR, the Contractor shall be deemed to have breached this Contract and it may be canceled, terminated or suspended, in whole or in part, by the City;
 - (5) The Contractor shall not discriminate against any employee or applicant for employment in the performance of this Contract because of race, sex, religion, age, color, national origin, ancestry or disability; and
 - (6) The Contractor shall include similar provisions in any subcontract under this Contract.

17. Administration of Contract. All references in this Contract requiring the City's participation or approval shall mean the participation or approval of the City Council, unless otherwise provided herein.

18. Attorney Fees. If any suit or action is instituted by either party hereunder, including all appeals, the prevailing party in such suit or action shall be entitled to recover reasonable attorney fees and expenses from the non-prevailing party, in addition to any other amounts to which it may be entitled.

19. Right to Independent Legal Advice. The Contractor understands and acknowledges the right to have this Contract reviewed by legal counsel of the Contractor's choice.

20. Applicable Law; Venue. This Contract and its validity, construction and performance shall be governed by the laws of Missouri. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be in the Cass County Missouri, District Court.

21. Interpretation. This Contract shall be interpreted according to its fair meaning, and not in favor of or against any party.

22. Time. Time is of the essence of this Contract. No extension will be granted unless in writing and signed by the parties. Should the end of a time period fall on a legal holiday that termination time shall extend to 5:00 p.m. of the next full business day.

23. Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal.

24. **Authority and Consent to Transaction.** Each party represents to the other that the person executing this Contract has full and legal authority to bind such party to the terms of this Contract, and that the execution and delivery of this Contract have been duly and validly authorized by the governing body of each party.

25. **Persons Bound.** This Contract shall extend to and bind the heirs, executors, administrators, trustees, successors and authorized assigns of the parties hereto.

26. **Counterparts.** This Contract may be executed in any number of counterparts, each of which shall be deemed an original, or in multiple originals, and all such counterparts or originals shall for all purposes constitute one agreement.

27. **Amendments.** Neither this Contract nor any of its terms may be changed or modified, waived, or terminated except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

28. **Waiver.** Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed By Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

29. **Conflict Resolution.** No interpretation of this Contract shall be allowed to find the City has agreed to binding arbitration.

30. **No Third Party Beneficiaries.** Solely the parties to this Contract shall have rights and may make claims under this Contract. There are no intended third party beneficiaries under this Contract, and no third parties shall have any rights or make any claims hereunder.

31. **Feminine-Masculine, Singular-Plural.**

Wherever used, singular shall include the plural, plural the singular, and use of any gender shall include all genders.

32. **Headings.** The headings of the sections of this Contract are included for the purposes of convenience only and shall not affect the interpretation of any provision hereof.

33. **Merger Clause.** These terms are intended by the parties as a complete, conclusive and final expression of all the conditions of their Contract. No other promises, statements, warranties, agreements or understandings, oral or written, made before or at the signing thereof, shall be binding unless in writing and signed by all parties and attached hereto.

34. **Survival of terms.** The following shall survive the expiration or termination of this Agreement for any reason: Compensation (if any payment obligation exists); Bond; Permits and Licenses; Liability and Indemnification; Insurance; Severability; Assignment; Independent Contractors; Compliance with Laws; Survival of Terms; City's Legislative Powers; Entire Agreement; Waiver.

35. **City's Legislative Powers.** Notwithstanding any other provisions in this Agreement, nothing herein shall be deemed to usurp the governmental authority or police powers of the City or to limit the legislative discretion of the City Council, and no action by the City Council in exercising its legislative authority shall be a default under this Agreement.

36. **Conflict of Interest.** Contractor certifies that no officer or employee of the City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of the City or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Contractor in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their authorized representatives.

CITY OF BELTON, MISSOURI

CONTRACTOR

By: _____
Jeff Davis, Mayor

By: Earthworks Excavation and Associates, LLC

Scott Rasa
Owner

Attest: _____
Patti Ledford, CMC, City Clerk

Form: _____
Megan McGuire, City Attorney

BELTON, MISSOURI

GENERAL CLAUSES FOR CONSTRUCTION CONTRACTS

1. APPLICATION.

These General Clauses are a part of the Contract Documents and shall be binding upon all parties, except for the parts obviously not applicable to the particular Contract, or if specifically revised, modified or supplemented by the technical Specifications, Bid, or Change Order.

2. DEFINITIONS.

When the following terms are used in the Specifications or other Contract Documents, the intent and meaning shall be interpreted as follows:

- (a) BID. The written offer of the Bidder to perform the contemplated Work in accordance with the Contract Documents and setting forth the prices for the Work to be performed.
- (b) BIDDER. Any individual, partnership, firm or corporation submitting a proposal for performing the Work.
- (c) BUILDING OFFICIAL. The Chief Building Official of the City of Belton, Missouri, or the Chief Building Official's designated consultant.
- (d) CHANGE ORDER. A written proposal and agreement, executed by the Contractor and City and accompanied by new surety bonds in the full amount of the change order, covering Work not included in the original Contract Documents. The City reserves the right to waive the requirements of new surety bonds. Change orders shall include such supplemental drawings and technical specifications as may be required to show the location, character, details, and extent of the additions, deletions, or modifications.

If applicable unit prices for these additions or deletions are not contained in the original Contract Documents or if the total net change increases or decreases the total Contract Price twenty-five percent (25%) or more the City shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from the Contractor covering the Work involved in the change.

If the proposal is acceptable, the Building Official shall then prepare a Change Order which includes a detailed description of the change in the Work, a definitive statement as to the resulting change in the Contract Price and/or time, and a statement that all Work involved in the change shall be performed in accordance with Contract requirements except as modified by the Change Order. All Change Orders must be approved by the City Council.

- (e) CITY. The City of Belton, Missouri, a municipality, acting on its own behalf or through legally authorized officials.
- (f) CONTRACT. The written agreement covering the performance of the Work.
- (g) CONTRACT DOCUMENTS. Those items so designated as the "Contract Documents" in the Contract.
- (h) CONTRACT PRICE. The moneys payable by the City to the Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Contract.
- (i) CONTRACT TIMES. The number of days or the dates stated in the Contract Documents to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment.
- (j) CONTRACTOR. The individual, partnership, firm, or corporation executing a Contract, acting directly or through lawful agents or employees, and who is primarily liable for the acceptable performance of the Work under Contract and for payment of all legal debts pertaining thereto.
- (k) DRAWINGS. The working drawings, supplemental drawings, or reproductions of the drawings showing the location, dimensions, and details of the Work to be done.
- (l) INSPECTOR. An authorized representative of the Building Official or an authorized representative of the City assigned to inspect the Work performed or materials furnished by the Contractor, or all other duties required for construction of the project as set forth in the Specifications.
- (m) MILESTONE. A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

- (n) NOTICE TO PROCEED. A written notice given by the City to the Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work on the Contract Documents.
- (o) SITE. Land or areas indicated in the Contract Documents as being furnished by the City upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by the City which are designated for the use of the Contractor.
- (p) SPECIFICATIONS. The directions, provisions, and requirements pertaining to the method and manner of performing the Work, to the kind and type of equipment, or to the qualities of materials to be furnished.
- (q) STANDARD SPECIFICATIONS AND TEST METHODS. All specifications and test methods of any society, association, or organization herein referred to are hereby made a part of the Contract Documents to the same extent as if fully set forth herein. Reference to such "Standard Specifications" shall be deemed to refer to the latest standard and tentative standards as are in force on the date Bids are received.
- (r) SUBSTANTIAL COMPLETION. The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Building Official, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that it can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to the "Substantial Completion" thereof.
- (s) TASK AGREEMENT. Same as (n) Notice to Proceed.
- (t) WORK. The furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the construction project required to be provided under the Contract Documents, and the carrying out of all the duties and obligations imposed by the Contract.

3. TERMINOLOGY.

The words and terms discussed below are not defined but, when used in the Contract Documents, have the following indicated meaning:

- (a) DAY. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

- (b) DEFECTIVE. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
- i. Does not conform to the Contract Documents;
 - ii. Does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - iii. Has been damaged prior to the Building Official’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by the City in accordance with Section 35).
- (c) FURNISH. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
- (d) INSTALL. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
- (e) PERFORM; PROVIDE. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

4. COMMENCEMENT OF CONTRACT TIMES; NOTICE TO PROCEED.

The Contract Times will commence to run on the day indicated in the Notice to Proceed/Task Agreement. A Notice to Proceed/Task Agreement may be given at any time within 30 days after the effective date of the Contract.

5. BONDS.

The Contractor shall furnish such surety bonds as hereinafter identified and described. Any and all bonds shall be so written as to make the Contract Documents a part thereof, whether by reference or attachment, in order to give the surety full notice of the conditions thereof. Each bond shall be a legally issued surety drawing in an amount not less than the total Contract Price, meeting the approval of the City and all other parties concerned as required by law as to form, tenor, execution and surety, and shall be delivered to the City, along with the executed Contract, within ten (10) days after the

City's notice of award. The Contractor shall have no rights under the Contract until such acceptable bonds have been furnished and delivered.

The City may waive the conditions as to time, and the acceptance of said bonds after expiration of the specified interval shall not affect the validity of the Contract or any such bonds. The Contractor shall furnish the following:

- (a) PERFORMANCE BOND. A performance bond, in the form provided by the City, running to the City, conditioned upon the prompt, full and complete performance by the Contractor as principal of all covenants, obligations and agreements contained in the Contract Documents. The performance bond shall remain in effect until completion of the two (2) year warranty period specified in Section 44 below.

6. INSURANCE REQUIREMENTS.

The Contractor shall purchase and maintain, and shall require each of its authorized subcontractors to obtain and maintain, for the duration of the Contract, policies of insurance, providing such coverages and meeting such requirements as specified in Schedule A attached hereto.

7. PATENTED DEVICES AND PROCESSES.

All fees, royalties, and licenses for any patented invention, device, article, or process used in, upon, or in connection with the construction, erection, or operation of the Work or any part thereof, shall be included in the Contract Price or prices; and the Contractor shall hold the City harmless against any claim or demand for payment of such.

8. WATER, GAS AND ELECTRICITY.

Water, gas, and electricity required or used on the Work shall be provided by the Contractor, who shall contact the proper representative of the utility, make all required arrangements, ascertain the applicable rates, and pay for all such water, gas, and electricity so used, unless a specified exemption is made in the technical Specifications.

9. PERMITS, LICENSES AND REGULATIONS.

Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified.

10. NOTICES.

The Contractor shall give written notice, not less than twenty-four (24) hours before breaking ground for the project, to all persons in charge of any property that may be affected by the Work or related operations. The Contractor shall not hinder or interfere with any persons performing Work as required to care for and protect property from possible damage during construction of the proposed improvements.

The Contractor shall notify the Building Official or Inspector prior to beginning, suspending, or resuming operations. Such notice shall be issued in sufficient time to allow the necessary preparations to be made and the proper persons to be present.

11. OBSTACLES AND OBSTRUCTIONS.

Natural obstructions and publicly owned existing facilities and improvements encountered during construction shall be removed, relocated, reconstructed or worked around as herein specified, regardless of whether or not their existence or location is shown or noted on the Drawings. Care shall be used while excavating, trenching, or performing other Work adjacent to any facilities intended to remain in place. Except as otherwise specified, the Contractor shall be responsible for any damage to publicly owned items, and any repairs required shall be promptly made at the Contractor's expense. All Work in connection with removal and relocation shall be carefully done in accordance with accepted practices so as to result in the maximum salvage of materials suitable for reuse. Waste materials shall be disposed of in a satisfactory manner at approved locations. Unless otherwise provided in the Bid, no separate or additional payment will be made for any Work in connection with removal, relocation, or restoration of obstructions and existing facilities.

- (a) SUBSURFACE OBSTRUCTIONS. Trenches may intersect water mains and services, gas mains and services, storm drains and pipe culverts, underground conduits, cables, and similar buried obstructions. The drawings indicate the general location of certain utilities and facilities; the Contractor shall make a reasonable effort to ascertain the existence of obstructions by inquiry and examination of public and private utility maps, and shall locate obstructions by digging in advance of machine excavation where definite information is not available as to their exact location. Where such facilities are unexpectedly encountered and damaged, responsible officials and other affected parties shall be notified and proper arrangements made for the prompt repair and restoration of service, subject to the requirements of Section 11(c) below.

- (b) SURFACE OBSTRUCTIONS. Sidewalks, curb and gutter, drainage structures, and similar obstructions may be tunneled under if the length of tunnel sections at pipe is not more than eight feet; otherwise the obstruction shall be cut in straight lines parallel to the pipeline, or removed to the nearest construction joint if located within five feet of the centerline of the trench; provided that, in no case shall the joint or line of cut be less than one foot outside the edge of the trench. Surface obstructions removed to permit construction shall be reconstructed as specified for new construction, or if not specified, in accordance with accepted standard practice and to the dimensions, lines, and grades of original construction. Backfill of tunnel sections shall be rammed in place as directed.

- (c) PUBLIC UTILITIES. Public utility pipelines, poles, cables, conduits, and wires which interfere with construction shall, where practicable, be bypassed or worked around by hand excavating, tunneling, or other approved methods at the Contractor's expense. Where not possible to bypass or work around the facility, the facility shall be removed or relocated by the respective utility company upon notification that such removal or relocation work is necessary to permit new construction to lines and grades designated. The cost of such removal or relocation work shall be borne by the City, provided that the facility to be removed or relocated has been installed at a specific location and specified depth under terms written in the franchise; otherwise all costs shall be borne by the utility company. The City shall notify the utility company in writing of the approximate date on which construction Work will begin. Such notice shall be given sufficiently in advance of beginning construction to allow adequate time for the removal or relocation Work to be accomplished by the utility company without interfering with construction schedules. In the event that required removal or relocation Work has not been accomplished prior to construction at the location, the obstructing facility may be removed or relocated by the Contractor at the expense of the utility company.
- (d) TREES AND SHRUBS. Existing trees and shrubs within the construction limits shall be removed or hauled away. Trees and shrubs not directly interfering with excavation shall be carefully preserved insofar as possible without resorting to hand methods of excavation, and due care shall be taken to prevent unnecessary damage to such vegetation or landscaping improvements.
- (e) SODDED AND LANDSCAPED AREAS. Sodded and landscaped areas such as parkings on or adjacent to improved property shall be disturbed only to the extent required to permit construction. Such areas shall not be used as storage sites for construction supplies and, insofar as practicable, shall be kept free from stockpiles of excavated materials. Upon completion of backfilling or trench compaction operations at each location, the trenches and other disturbed areas shall be carefully hand raked to allow the private property owner to re-seed grass or otherwise maintain the area.
- (f) PRIVATELY OWNED OBSTRUCTIONS. Privately owned obstructions on public property, such as fences, small buildings, or similar obstructions, will be removed by their respective owners upon notification from the City. Should progress of the Work be unduly delayed through such procedure, the Contractor may remove, relocate, or reconstruct portions of fences at the Contractor's own responsibility and expense, or by separate negotiation with the respective owner.

12. MATERIALS FURNISHED BY CITY.

All materials, supplies, or equipment furnished by the City for incorporation in the Work shall be handled and transported by the Contractor at the Contractor's expense from cars, warehouses, or yards where received or stored by the City. The Contractor shall include in the Contract Price or prices all costs in connection with handling, sorting, protecting, and installing all such materials, supplies, or equipment furnished by the City, and shall make good all losses and breakage due to carelessness or negligence while same are in the Contractor's possession.

13. BARRIERS AND LIGHTS.

As required to prevent accidents to the general public and to workers, the Contractor shall provide all materials and labor to erect and maintain fences, barriers, barricades, and warning signs; provide and maintain flares, lanterns, and lights.

14. RESPONSIBILITY FOR PROPERTY DAMAGE.

The Contractor shall make payment for all damage to buildings, structures, trees, shrubbery, or other property located outside the construction limits, or located within those limits but not designated for removal or reconstruction, providing such damage shall result from the wrongful acts, errors, mistakes, omissions, or defective Work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of the Work.

15. PUBLIC CONVENIENCE.

During the progress of the Work, the convenience of the local public and of residents along the Work shall be considered and, where possible, their rights of access shall be preserved. Temporary driveways, approaches, and crossings shall be provided where practicable and maintained in good condition. Construction materials shall be so stored or stockpiled as to cause as little obstruction as possible and still be readily accessible for use or inspection. No material shall be stored within two feet of any tree or building nor within five feet of any fire hydrant; fire hydrants shall remain ready for immediate use by the fire department.

16. QUALITY OF MATERIALS AND EQUIPMENT.

All materials shall meet the requirements of the technical Specifications or, if not specified, shall meet the generally accepted commercial standards for such materials when used for the intended purposes. No materials shall be incorporated in the Work until they have been examined and approved by the Inspector, nor shall construction equipment be used which has not received the Inspector's approval. All rejected materials and equipment shall be removed promptly from the site.

Wherever in any of the Contract Documents an item of material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal," if not inserted, shall be implied. The specific item of material or equipment mentioned shall be understood as establishing a standard of type, function, efficiency, minimum basis of design, and quality desired.

Other manufacturers' products of comparable quality, design, and efficiency, and suitable for the services intended will be considered.

17. WORKMANSHIP.

All improvements shall be constructed in a neat and workmanlike manner. Improper or defective Work shall be corrected and if necessary removed, replaced, or reconstructed to comply with the plans and Specifications. The Contractor shall be held responsible for the quality of the entire Work; should the Contractor refuse or neglect to remedy defects when ordered to do so, the City may require the condemned portions to be replaced, restored, repaired, or reconstructed at the expense of the Contractor or the Contractor's surety.

18. PRESERVATION OF MONUMENTS AND MARKERS.

The Contractor shall protect from disturbance all permanent monuments, benchmarks, and markers of the local, state, or federal government, and shall not excavate within five (5) feet of any of them without specific permission of the Building Official or Inspector.

19. TEST SAMPLES AND SPECIMENS.

Properly identified test samples and specimens shall be submitted by the Contractor in ample time to permit tests to be conducted, and results determined, well in advance of the time such materials are to be incorporated in the Work. Samples and specimens shall be submitted in standard or ample sizes and quantities for the determination of all specified tests, and shall be shipped charges prepaid to an approved testing laboratory. Commercial laboratories shall be instructed to distribute copies of test results to the Contractor, City, Inspector, and Building Official. All costs in connection with sampling and testing, including materials, transportation charges, and commercial laboratory fees, shall be borne by the Contractor. No charges will be made for tests performed by the Building Official or his inspectors.

20. SPECIAL CONSTRUCTION METHODS.

The Building Official or Inspector may assent to special methods of construction or means of prosecuting the Work other than as provided or stipulated in the technical Specifications, but his assent or his presence on the Work while such special methods are in use shall not constitute a waiver of the Contract, or any part thereof, by the City. Nor shall the fact the Building Official may have seen Work executed which later is found to be defective, nor shall any act of his assistants or inspectors, constitute a waiver of any part of the Contract. The Contractor shall be held responsible for the quality of the entire Work.

21. SHOP AND ERECTION DRAWINGS.

The Contractor shall furnish and submit for review to the Building Official six copies of all shop and erection drawings for structural and reinforcing steel, special drawings, and layouts for equipment or machinery to be furnished under the Contract, and any similar or supplemental drawings required for prosecution of the Work.

The Building Official's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviation from Drawings or Specifications, nor shall it relieve the Contractor from responsibility for errors of any sort in shop drawings or schedules.

22. REPRESENTATION.

The Contractor shall be represented on the Work at all times by a competent superintendent, satisfactory to the Building Official or Inspector and capable of reading and understanding the Drawings and Specifications. The superintendent shall have full authority to employ required workers, order materials, arrange for construction equipment, and otherwise represent or act on behalf of the Contractor; any direction given to the superintendent by the Building Official or Inspector shall be as binding as if given to the Contractor.

23. COOPERATION.

The Contractor shall give to the Work the constant attention necessary to facilitate the progress and shall cooperate in every possible way with the Building Official or his Inspectors, with the City, and with other contractors or constructors concerned in the Work. The Contractor shall plan and schedule the Work to the mutual benefit of all interested parties and shall perform the Work in accordance with the agreed schedule. In case of controversy, the Building Official will allocate the Work and designate the sequence in which it shall be performed. The Contractor shall accept and fulfill the directions of the Building Official when acting within his authority; willful failure or neglect to comply with such instructions shall be considered as sufficient cause for termination of the Contract by the City.

24. INCIDENTAL WORK.

All Work to be done by the Contractor as shown on the Drawings and described in the Specifications, including any and all minor details not specifically shown or described but obviously essential to the proper completion of the Work, shall be considered as subsidiary to, and included with, the Work for which prices are named in the Contract Documents. The Contractor shall not be entitled to any extra or additional compensation for such incidental Work unless otherwise specified.

25. FINAL CLEANUP.

Immediately upon completion of the Work or any usable unit, the Contractor shall remove all surplus or unused materials from the vicinity of the Work, leaving the entire site in a clean, sightly, and pleasing condition, conforming to the grades and contours shown on the Drawings or designated by the Inspector.

26. RESPONSIBILITIES OF THE CONTRACTOR.

All Work shall conform to the technical Specifications for materials, workmanship, and methods of construction and shall be in accordance with the lines, grades, and dimensions shown on the Drawings or given by the Inspector.

Before commencing Work, the Contractor shall be responsible for ensuring the correctness and meaning of all stakes and marks. No claim will be entertained for, or on account of, alleged inaccuracies unless the Contractor notifies the Building Official or Inspector thereof in writing before commencing the Work. The Contractor under the Contract Prices shall furnish and pay for all labor, equipment, accessories, and materials not salvaged or otherwise furnished as specified, and shall perform all operations necessary to construct and complete the improvements, ready for use, including all preparatory, temporary, and incidental Work. The Contractor shall be responsible for the protection of all Work under the Contract; any Work or materials damaged or impaired from any cause prior to final acceptance of the completed whole shall be restored or reconstructed by the Contractor at the Contractor's sole expense. All losses or damages arising from the nature of the Work to be done, from the action of the elements, or from unforeseen circumstances or difficulties, shall be sustained by the Contractor; such losses or damages shall not relieve the Contractor of responsibility to fulfill the Contract and to deliver a completed Work in accordance with the Contract Documents.

The Contractor shall provide the Building Official and his representatives free access to any and all parts of the Work, whether within the construction limits or at any place where material intended for incorporation in the project is procured, produced, or manufactured. The Contractor shall furnish all required information relating to the Work or materials, including copies of invoices, bills of lading, waybills, and test reports. The Contractor shall be present at, and assist in, the final inspection of the project and shall furnish all labor and equipment required for final tests.

The Contractor shall furnish all stakes, batter board, straight-edges, and grade string and shall furnish workers to set them under the direction of the Inspector. The Contractor shall notify the Inspector at least 48 hours in advance, stating where stakes are wanted, before requiring stakes on any section of the project. After construction stakes are set, the Contractor shall preserve them. Any Work done without lines and grades as given by the Inspector, or without supervision of any authorized representative of the Building Official, may be ordered removed and replaced at the expense of the Contractor.

27. SANITARY CONVENIENCES.

The Contractor shall provide all necessary privy accommodations for the use of the Contractor's employees and shall maintain the same in a clean and sanitary condition. The Contractor shall not create or permit any nuisance to the public or to residents in the vicinity of the Work.

28. APPROVAL OF SUBCONTRACTORS.

The Contractor shall file with the City and the Building Official the names of all subcontractors to whom the Contractor expects to sublet any portion of the Work, and shall not change subcontractors without written approval of the City and the Building Official. The approval of subcontracts shall not relieve the Contractor of any liabilities under the Contract. Should any subcontractor fail to satisfactorily perform its portion of the Work, the City may annul and terminate the contract of such subcontractor. All subcontractors shall obtain a license with the City prior to beginning work.

29. RESPONSIBILITY OF THE BUILDING OFFICIAL.

The findings and determinations of the Building Official on all questions pertaining to materials and workmanship or as to interpretation of the Drawings and Specifications shall be final and binding on all parties to the Contract.

30. INTERPRETATION OF CONTRACT DOCUMENTS.

The Contract Documents are complementary, and what is called for by one shall be as binding as though called for by all. In case of actual or alleged disagreement or discrepancy between the Contract and the Drawings or Specifications, the language and provisions of the Contract shall take precedence and prevail; if between the Drawings and Specifications, the Building Official will determine in each case whether the Drawings or Specifications shall rule and govern.

31. INSPECTION.

The Inspector shall inspect all materials to be incorporated, construction equipment to be used, and all Work to be performed under the Contract. Such inspection shall extend to any and all parts of the Work and to the preparation or production of all materials to be incorporated. All sampling of Work shall be done by, or in the presence of, the Building Official or his representatives. The Inspector will conduct field tests on Work and materials whose physical characteristics and general suitability may be determined under such procedures. Inspectors shall have the authority to reject defective materials, to delay the respective construction while the suitability of materials is being determined or while equipment is being adjusted or calibrated, and to suspend operations on any part of the Work not meeting Contract requirements. Inspectors shall have no authority to deviate from or to relax the Specifications without written permission of the Building Official or to delay the Work by failing to inspect or field test any of the Work and materials with reasonable promptness.

The Inspector will maintain a project record showing the chronological sequence of progress, and will prepare such progress reports as required during construction and at monthly intervals will prepare, and submit to the City, periodic payment estimates based on the amount and value of all Work performed to date by the Contractor.

32. WORK AFFECTED BY WEATHER.

The Inspector may order such parts of the Work suspended should the weather or season be such that any part of the Work cannot be done properly and with due regard to durability, finish, or appearance. The Contractor may be required to protect the several parts of exposed Work from damage by the elements or other causes.

33. CONTROL AND REGULATION OF WORK.

The Building Official or Inspector shall have the authority to exercise their judgment and initiative in the control and regulation of the Work.

The Building Official or Inspector may regulate the amount of Work open or under construction in advance of completed portions and require the Contractor to place materials and perform Work in the manner, order, and sequence as required for the mutual advantage of all parties concerned.

34. USE OF COMPLETED PORTIONS.

The City shall have the right to take possession of and use any completed portion or usable unit of the Work at any time, but such possession and use shall not be deemed an acceptance of any Work not constructed or completed in accordance with the Contract Documents. If such prior use delays the completion or increases the cost of the Work, the Contractor shall be entitled to such extension of time or extra compensation, or both, as the Building Official may determine. The City, in taking possession prior to final acceptance, shall agree to abide by the Building Official's decision relative to responsibility for damages to the Work during the period of such prior possession and use.

35. VARIATIONS, CHANGES AND MODIFICATIONS.

The Work contemplated in the Contract Documents may be subject to such changes as normally occur during construction. The Building Official, as authorized by the City, may order minor variations in the Work, provided such variations are consistent with the intent of the Drawings and Specifications, and improve or expedite the Work.

The Building Official may, without written order or other formality, correct obvious errors in the Drawings and Specifications or make such minor adjustments as are required to adapt the Work to existing conditions or circumstances, provided such corrections and revisions are consistent with the intent of the Drawings and Specifications, and do not materially affect the total Contract Price.

The City reserves the right to make such changes in the Drawings, the Specifications, and other changes in the Contract quantities as may be considered necessary or desirable; provided such changes, alterations, and modifications are affected legally and in accordance with the following procedures. No Work may be performed under any Change Order until all documents have been approved by the City Council and executed by the contracting parties. After such approval and execution, all Work included shall be subject to the terms, conditions, and provisions of the original Contract Documents, except as otherwise specifically stipulated.

36. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT.

If, through no fault of the Contractor, the Work be stopped for a period of three months or more under order from any court or other public authority; or if the Building Official fails to issue any estimate for payment within fourteen (14) days after the due date; or if the City fails to pay to the Contractor within ten (10) days after due presentation any sum certified by the Building Official or awarded by arbitrators; the Contractor may, upon the seventh day after written notice to the City and to the Building Official, stop Work or terminate the Contract and recover from the City full payment for all Work properly executed, together with invoice cost of unincorporated materials purchased by the Contractor or on irrevocable order plus the actual cost of handling and storing said materials, provided said handling and storing cost does not exceed five percent (5%) of the invoice cost.

37. CITY'S RIGHT TO SUSPEND WORK.

The City may suspend Work on any or all parts of the Work pending settlement of disputes on any point of controversy. The Contractor will not be entitled to any claim for loss or damage by reason of such delay; nor shall the Contractor be entitled to any extension of time for completion of the Contract, except at the City's option.

38. CITY'S RIGHT TO TERMINATE CONTRACT.

- (a) The occurrence of any one or more of the following events will justify termination of the contract:
 - i. The Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment);
 - ii. The Contractors persistent disregard of laws, ordinances, or regulations, or the directions of the Building Official; or
 - iii. The Contractor's violation in any substantial way of any provisions of the Contract Documents.

- (b) If one or more of the events identified in Section 38(a) above occur, the City may, after giving the Contractor and its surety ten (10) days written notice of its intent to terminate the services of the Contractor, terminate the Contract or the Contractor's right to complete the Contract, and:
 - i. Exclude the Contractor from the Site, and take possession of the Work and of all the Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by the Contractor (without liability to the Contractor for trespass or conversion);
 - ii. Incorporate in the Work all materials and equipment stored at the Site or for which the City has paid the Contractor but which are stored elsewhere; and

iii. Complete the Work as the City may deem expedient.

(c) If the City proceeds as provided in subsection (b) above, the Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court costs) sustained by the City arising out of or relating to completing the Work, such excess will be paid to the Contractor.

If such claims, costs, losses, and damages exceed such unpaid balance, the Contractor shall pay the difference to the City. When exercising any rights or remedies under this section, the City shall not be required to obtain the lowest price for the Work performed.

(d) Notwithstanding the foregoing, the Contractor's services will not be terminated if the Contractor begins within ten (10) days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of said notice.

(e) If the Contractor's services have been terminated by the City, the termination will not affect any rights or remedies of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.

39. PAYMENTS TO CONTRACTOR.

Upon the Building Official's certification of the Project's final completion and readiness for final payment pursuant to Section 43(b) below, the Owner shall make payment of the contract amount as determined by item 4 of the bid form. No extras of any kind will be allowed unless covered by written order or agreement specifically describing such extras.

40. EXTENSION OF CONTRACT TIMES.

(a) DELAYS CAUSED OTHER THAN BY WEATHER. If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the City, or of a separate contractor employed by the City; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's reasonable control that the Building Official determines may justify delay, excluding the occurrence of unusually severe weather at the Site, then the Contract Time shall be extended by Change Order as approved by the City Council, for such reasonable time as the Building Official may determine, if such adjustment is essential to the Contractor's ability to complete the Work within the Contract Times. Notwithstanding the foregoing, the Contractor acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay: (1) is not caused, could not have been reasonably anticipated and mitigated, by the Contractor; and (2) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay.

If the delay is due to causes beyond the reasonable control of the City, an extension of the Contract Times shall be the Contractor's sole and exclusive remedy for the delay.

(b) DELAYS CAUSED BY WEATHER.

- i. The Contract Times may be extended by Change Order due to the occurrence of unusually severe weather if the Building Official determines that the following conditions have been satisfied:
 - 1. The weather experienced at the project Site during the Contract period must be found to be unusually severe, as evidenced by weather that is more severe than the adverse weather anticipated at the Site during any given month; and
 - 2. The unusually severe weather must actually cause a delay to the completion of the Work. The delay must be beyond the control and without the fault or negligence of the Contractor.
- ii. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project Site and will constitute the baseline for the Building Official's monthly evaluations of the Contractor's entitlement to an extension of the Contract Times under this Section. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities for the duration of the Work.

**MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON FIVE-DAY WORK WEEK***

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
(10)	(6)	(4)	(5)	(5)	(6)	(5)	(4)	(5)	(4)	(3)	(7)

- iii. Upon acknowledgment of the Notice to Proceed and continuing throughout the duration of the Contract, the Contractor shall record daily the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical path activities for fifty percent (50%) or more of the Contractor's scheduled work day. On or before the 10th day of each month, the Contractor shall provide the Building Official with written report of its proposed dates of actual adverse weather delay days for prior month. The report shall: (1) list the number of actual adverse weather delay days and include days impacted by actual adverse weather (even if such adverse weather occurred in previous month); (2) be calculated chronologically from the first to the last day of each month, and be recorded as full days; and (3) include documentation and all details reasonably available to demonstrate the nature and duration of the delays and their effect on the

critical path activities. If the number of actual adverse weather delay days exceeds the number of days anticipated in subsection (b) above, the Building Official will convert any qualifying delays to calendar days and the Contract Time shall be extended by Change Order. After the original Contract Times have expired, adverse weather that causes delay to the completion of the Work will be granted day-for-day without deducting anticipated adverse weather delay days and will be converted from work days to calendar days.

- iv. Monthly anticipated weather delay days shall be adjusted proportionally if Work is scheduled to be performed greater than or less than five (5) days during any work week. The following formula shall be used to adjust the monthly anticipated weather delays: Adjusted monthly anticipated weather delays = **A** multiplied by (**B** divided by **C**); where

A = The monthly anticipated adverse weather delay for a particular month based on a five-day work week.

B = The actual average number of days work is scheduled to be performed in a work week during that particular month.

C = The number five (5).

Example - If the monthly anticipated adverse weather delay for January based on a five day work week is 10 days, but the Contractor actually scheduled an average of a 6-day work week for that month, the monthly anticipated weather delay would be adjusted by applying the above formula as follows: $10 \times (6/5) = 12$ days.

Monthly anticipated weather delay days shall also be adjusted proportionally for those situations involving a fractional part of a month. The following formula shall be used to adjust the monthly anticipated weather delays: Adjusted monthly anticipated weather delays = **D** multiplied by (**E** divided by **F**); where

D = The monthly anticipated adverse weather delay for a particular month.

E = The number of calendar days during that fractional part of a particular month.

F = The number of calendar days in that particular month.

Example - The monthly anticipated adverse weather delay for the particular month is 9 days. The original contract completion date is on the 20th day of a 30-day month. The monthly anticipated adverse weather delay would be adjusted by applying the above formula as follows: $9 \times (20/30) = 6$ days.

41. LIQUIDATED DAMAGES.

In the event the Contractor shall fail to complete any portion of the Work within the applicable Contract Times, then the City shall be entitled to deduct liquidated damages, in the amount set forth in the Contract, from any sum or sums due the Contractor in final settlement between the parties. In addition, the Contractor shall be held liable for and shall pay the wages of the Inspectors on the Work after said time limit has expired, which wages shall be deducted from any amount found to be due the Contractor on such final settlement. Nothing herein contained shall be deemed to be a waiver of the right of the City to insist upon the timely performance of the Contract, or to prevent the City from looking to the sureties of the Contractor for any and all damages caused by any such delay, or as a consent to or waiver of any abandonment of the said Work by the Contractor, either before or after the date fixed by completion.

42. ALTERNATES.

To receive consideration for any proposed alternate for material, equipment, or item specified in the Contract Documents, the Contractor shall submit a full description of the proposed alternate not later than ten (10) days prior to the date of receiving proposals by the City, for the purpose of evaluation and approval.

43. CERTIFICATES OF COMPLETION.

(a) SUBSTANTIAL COMPLETION. When the Contractor considers the entire Work ready for its intended use, the Contractor shall notify the City and Building Official in writing that the entire Work is substantially complete and request that the Building Official issue a certificate of Substantial Completion. If the Building Official considers the Work substantially complete, the Building Official will execute and deliver a certificate of Substantial Completion, which shall fix the date of Substantial Completion and shall be accompanied by an attached "punch list" of items to be completed or corrected before the Work is deemed completed and ready for final payment. The certificate of Substantial Completion shall also provide for the division of responsibilities, pending final payment to the Contractor, with respect to security, operation, safety, and protection of the Work, maintenance, utilities, insurance, and warranties and guarantees.

(b) FINAL COMPLETION. After the issuance of a certificate of Substantial Completion, and upon written notice from the Contractor that the entire Work is completed and ready for final payment, the Building Official will promptly make a final inspection. If the Contractor has, in the opinion of the Building Official, satisfactorily completed the Work, including all punch list items, the Building Official will execute and deliver a certificate of final completion, which shall fix the date of final completion and readiness for final payment.

The final completion date will also serve as the commencement date for the two-year warranty period pursuant to Section 44 below.

44. CONTRACTOR'S TWO-YEAR WARRANTY PERIOD.

If within two years after final acceptance (as indicated on the Certificate of Completion provided pursuant to Section 43 above) of the Work as a whole, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions:

- (a) Correct such defective Work; or
- (b) Repair such defective land or areas; or
- (c) If the defective Work has been rejected by the City, remove it from the Site and replace it with Work that is not defective; and satisfactorily correct or repair, or remove and replace, any damage to other Work, to the work of others, or other land or areas resulting therefrom.

If the Contractor does not promptly comply with the terms of the City's written instructions, or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by the Contractor.

Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this section, the warranty period hereunder with respect to such Work will be extended for an additional period of two years after such correction or removal and replacement has been satisfactorily completed.

The Contractor's obligations under this section are in addition to any other obligation or warranty, and shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitations or repose.

45. MAINTENANCE OF PROJECT SITE.

The Contractor shall be responsible for keeping a neat and orderly job site. Locations for storing equipment and materials shall be at the Inspector's discretion. Grasses and other cover crops necessary for erosion control shall be kept under 12" in height and trimmed away from pavements, curbs, and sidewalks. The Contractor shall perform corrective maintenance promptly upon notification from the Inspector.

GENERAL CLAUSES - SCHEDULE A

INSURANCE REQUIREMENTS (Demolition Services)

Pursuant to Section 6 of the Contract and Section 6 of the General Clauses, the Contractor shall obtain, pay for, and maintain – and shall require each of its authorized subcontractors to obtain and maintain – for the duration of the Contract, policies of insurance meeting the following requirements:

1. General Requirements.

A. Additional Insured. With the exception of any workers' compensation and professional liability policies to be obtained by the Contractor hereunder, all policies shall name the City of Belton ("City"), its agents, representatives, officers, officials, and employees as additional insured(s). Insurance for the additional insured shall extend to Products/Completed Operations and be as broad as the insurance for the named insured, including defense expense coverage, and, with respect to the commercial general liability policy required hereunder, shall be endorsed to apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured(s).

B. Waiver of Subrogation. Where allowed by law, all policies will include a waiver of subrogation in favor of the City, its agents, representatives, officers, officials, and employees.

C. Claims Made Policies. If coverage is written on a claims-made basis for any of the policies required by this Contract, the Contractor must maintain the coverage for a minimum of two (2) years from the date of final completion of all work under the Contract.

D. Premium and Deductible Expenses. The Contractor shall be responsible for all premiums and retention or deductible expense for any and all policies required by this Contract.

2. Specific Coverage Requirements.

A. Commercial General Liability. This insurance shall be occurrence type written in comprehensive form acceptable to the Owner. This insurance shall protect Contractor, Owner, Design Professional and Consultants as additional insureds, against claims arising from injuries, sickness, and disease. Or death of any person or damage to property arising out of performance of the work. The policy shall also include coverage for personal injury liability; contractual liability; completed operations and products liability; and for blasting, explosion, and collapse of buildings; and damage to underground property. The liability limits for bodily injury and property damage shall be not less than:

- Combined single limit for each occurrence \$2,500,000
- General aggregate \$2,500,000

B. Business Automobile Liability. This insurance shall be occurrence type written in comprehensive form and shall protect Contractor, Owner, Design Professional and

Consultants as additional insureds, against claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, either on or off the project site, whether they are owned, non-owned, or hired. The liability limits shall be not less than: \$2,500,000

C. Workers' Compensation and Employer's Liability. This insurance shall protect Contractor against all claims under applicable state worker's compensation laws, including coverage as necessary for the benefits provided under the United States Longshoreman's and Harbor Workers Act and the Jones Act. Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of worker's compensation laws. This policy shall include an "all states" or "other states" endorsement. The liability limits shall not be less than:

- Workers' Compensation (Coverage Part A)
 - Statutory
- Employer's Liability (Coverage Part B)
 - \$2,500,000 each occurrence

D. Contractor's Pollution Liability. The Contractor shall maintain Pollution Liability insurance covering liability arising from Bodily Injury, Property Damage, Environmental Damage/Clean-up Cost, and Emergency Response Expense. The policy may be written on an occurrence or claims-made form, with limits of insurance not less than:

- Each occurrence \$2,000,000
- General aggregate \$2,000,000

The policy shall include coverage for contractual liability, and shall apply to claims arising out of the liability of subcontractors, transit exposure, and non-owned disposal sites.

E. Commercial Excess/Umbrella Liability. The Contractor shall maintain CEL coverage, written on a follow form basis, covering liability in excess of the Contractor's underlying Commercial General Liability, Business Automobile Liability, and Employer's Liability policies. The CEL coverage shall be no less broad than the underlying coverage forms, and the maximum self-insured retention under the policy shall be \$25,000 for each occurrence. The policy limits shall not be less than the following:

- Each occurrence \$5,000,000
- General aggregate \$5,000,000

The policies listed above may not be cancelled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Worker's Compensation and Employer's Liability, Commercial General Liability, and Automobile Liability specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this agreement. Contractor shall provide to City prior to the execution of this Agreement a Certificate of Insurance showing all Required Coverages, Endorsements, Additional Insureds, and Compliance with the Terms of These Requirements.



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM**

AGENDA DATE: February 27, 2018

DIVISION: Planning and Building Department

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

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

ISSUE/RECOMMENDATION:

Staff has been diligently working toward selecting a contractor to perform demolition of dangerous residential structures within the city. An invitation to bid was posted on January 12, 2018. On January 18, 2018 a pre-bid meeting was held which was well attended represented by nine (9) prospective bidders. Bidding closed on January 26, 2018. Staff received a total of one (1) bid for the Demolition of Dangerous Residential Structures within the City. Upon closing of the bid on January 26, 2018 and subsequent tabulation of the results, the following firm, Earthwork Excavation and Associates, LLC, provided reasonable pricing for the demolition services as stipulated in the contract documents. The prices provided are comparable to bids staff has witnessed in other jurisdictions and are in line with current pricing trends. The one item which did increase in cost, due to stricter regulatory restrictions and compliance, is asbestos abatement.

Staff is thereby, recommending that the city contract with the following qualified firm:

Earthwork Excavation and Associates, LLC

PROPOSED CITY COUNCIL MOTION:

Authorize approval of the attached Ordinance to award the Dangerous Residential Structures Demolition Contract to the following firm; Earthwork Excavation and Associates, LLC

BACKGROUND:

There are often times when self-abatement of dangerous and dilapidated residential structures cannot be achieved. As a result, it becomes necessary for the City to take action to abate the dangerous structure, following an evidentiary hearing by the Building Commission. The City does not currently have a contract to provide this level of service. This contract will provide the services necessary to abate dangerous residential structures within the City. This contract also supports the City Council focus and direction toward improved property maintenance and code enforcement issues throughout the City.

IMPACT/ANALYSIS:

The proposed contract to provide residential structure demolition services is in compliance with the City's Comprehensive Plan and will provide a much needed service to abate dangerous and dilapidated residential structures within the City.

STAFF RECOMMENDATION, ACTION, AND DATE:

Staff recommends approval of the attached Ordinance.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance and contract documents

SECTION VI

E

AN ORDINANCE AMENDING SECTIONS 1-5; 4-1 (d) (10); 6-4 (h); 26-4 (g); 26-5 (4); 26-8 (b); 40-1 (h); 40-3 (5); 40-4 (3); AND 40-4 (14) OF THE UNIFIED DEVELOPMENT CODE TO ELIMINATE INCONSISTENCIES AND PROVIDE LANGUAGE THAT IS EASIER TO UNDERSTAND FOR ALL USERS OF THE CODE.

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

WHEREAS, City staff meet with the Planning Commission Subcommittee on January 22, 2018 to discuss various text amendment changes in various chapters; and

WHEREAS, Section 1-5 General Definitions.

Created a definition for commercial vehicle to help provide clarification for code enforcement responsibilities. The definition from the Belton Code of Ordinances is hereby included in the Unified Development Code: “Commercial Vehicle-means and includes every vehicle designed, maintained or used primarily for the transportation of commercial property, persons or goods which is licensed by state authority in excess of 12,000 pounds”; and

WHEREAS, Section 4-1 (d) (10) Accessory Uses and Structures.

This section includes provisions for parking of trailers, commercial vehicles, mobile homes and boats within certain required yards of zoning districts. This sub-section is hereby deleted; and

WHEREAS, Section 6-4 (h) Vehicle Parking

This section states that recreational vehicles, boats and trailers may be parked on a driveway, inside an enclosed structure, or behind the front of the residence in the side or rear yard, on a paved surface. Additional language is hereby added to further restrict the parking of commercial vehicles in residential areas.

The following language is hereby deleted “no vehicle can be parked or stored on the grass in the front yard of a residential lot for more than 24 hours unless approval is granted by the city council”; and

WHEREAS, Section 26-4 (g) Parking area design and construction.

These sections require that all off-street parking areas be a surfaced with a permanent material such as asphalt or concrete, and the parking areas shall be maintained and in proper repair. This section is hereby amended to include wording that “all vehicles shall be parked on a hard surface”; and

WHEREAS, Section 26-5 (4) Residential Driveways.

This section states that all residential driveways must be paved, but there is no definition of hard-surfacing. This section is hereby amended to require a residential driveway “be surfaced with a permanent material such as asphalt, concrete, paver blocks or other approved material meeting the standards of the city”; and

WHEREAS, Section 26-8 (b) Accessible parking for people with disabilities.

The parking space table found in Chapter 11, and the ADA Standards for Accessibility and Design, is hereby included in the Unified Development Code for easier reference; and

WHEREAS, Section 40-1 (h) Table of Uses.

This sections is hereby amended to state that no more than four children not related to the operator.

WHEREAS, Section 40-3 (5) Special Uses

This section is hereby amended to deleting the section in full.

WHEREAS, Section 40-4 (3) Uses subject to conditions

Is hereby amended to state no more than four children not related to the operator.

(a) Is hereby amended to state day care homes and centers must obtain a local business license and meet all conditional use requirements.

WHEREAS, Section 40-4 (14) Uses subject to conditions

This section is hereby amended to include:

- (14) Commercial—Drive-through facilities. Drive-through facilities must meet the following requirements:
 - a. Drive-through facilities, including stacking areas, must be separated from residentially-zoned property by at least 40 feet.
 - b. Speaker systems used in conjunction with drive-through facilities must be designed so that they are not audible at the property line abutting residentially-zoned property.
 - c. Each drive-through facility must provide the minimum vehicle stacking spaces as follows:

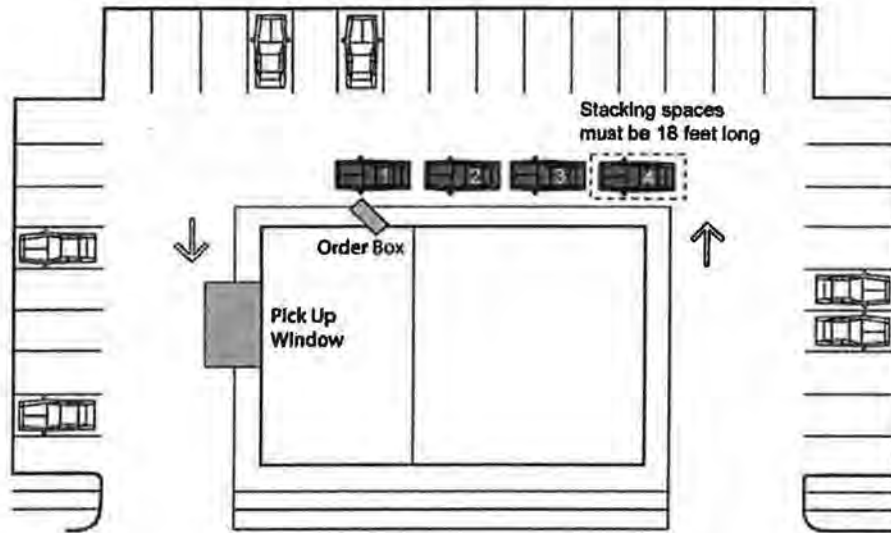
The following requirements shall be followed in determining the minimum stacking length per lane:

Use	Stacking Requirement
Financial institution	
- teller lane	3
- ATM	3
Car wash - automatic service	4
Restaurant	4 behind menu board

Pharmacy	2
Other uses	To be determined by the community development director

1. Vehicle stacking spaces include the space at the menu board, order box or service window.
2. Each vehicle stacking space shall be 18 feet long by nine feet wide.
3. Each vehicle stacking lane shall be separate from any access aisle, loading space, or parking space.
4. No vehicle stacking lane shall conflict with any vehicle entrance or exit, vehicle access way or pedestrian crosswalk.
5. The planning commission has the authority to allow a deviation to the stacking requirement based upon a study submitted by a traffic engineer which provides evidence to allow the reduction of these stacking requirements.

(Add Photo)



WHEREAS, a public meeting was advertised in The Cass County Democrat on Friday, January 19, 2018. The public meeting was held to receive public comment on the multiple text amendment changes in various chapters on February 5, 2018. The Planning Commission voted 8-0 to recommend approval to the City Council; and

WHEREAS, the City Council believes the various text amendment changes in various chapters are in the best interest of the citizens.

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

Section 1. That Chapter 1 – General Provisions, Section 1-5 – General Definitions of the Belton Unified Development Code is hereby amended and revised with the **additions in bold print** and deletions with ~~strike through~~ notation as follows:

Section. 1-5. – General Definitions

Commercial Vehicle-means and includes every vehicle designed, maintained or used primarily for the transportation of commercial property, persons, goods which is licensed by state authority equal to or in excess of 12,000 pounds.

(Entirely New Definition)

Section 2. That Chapter 4 – Accessory Uses and Structures, Section 4-1 (D) (10) – Accessory Uses and Structures (General) of the Belton Unified Development Code is hereby amended and revised with the **additions in bold print** and deletions with ~~strike through~~ notation as follows:

Section. 4-1. - ACCESSORY USES AND STRUCTURES (GENERAL)

~~(10) Storage or use of accessory uses, such as trailers and commercial vehicles of all types, including travel, camping and hauling, recreational vehicles, mobile homes and boats except that such uses shall be allowed within required rear yards and within established side and front yards as specified by city Code regulations.~~

(Delete entire paragraph)

Section 3. That Chapter 6 – Agricultural and Residential Zoning Districts, Section 6-4 (h) – Additional regulations of the Belton Unified Development Code is hereby amended and revised with the **additions in bold print** and deletions with ~~strike through~~ notation as follows:

Section 6-4. - Additional regulations

(h) Vehicle parking.

(2) Parking of the following vehicles is prohibited in residential districts, except as specifically permitted by this Code:

- a. Semi-trailer truck, also known as a semi-tractor truck or road tractor.
- b. Cargo trailer, cargo containers, semi-trailer, or similar vehicle that can be connected to or pulled by a semi-trailer truck.
- c. Any ~~truck licensed with a gross vehicle weight rating (GVWR) exceeding 10,000 pounds~~ **commercial vehicle**.
- d. Overnight parking of a school bus, charter bus or similar vehicle.

~~(3) No vehicle may be parked or stored on the grass in the front yard area of a residential lot for more than 24 hours unless approval is granted by the city council.~~

(Delete entire paragraph)

Section 4. That Chapter 26 – Parking, Loading, and Access, Section 26-4 (g) – Parking area design and construction; Section 26-5 (4) – Residential driveways; Section 26-8 (b) – Accessible parking for people with disabilities of the Belton Unified Development Code is hereby amended and revised with the **additions in bold print** and deletions with ~~strike-through~~ notation as follows:

Section 26-4 - Parking area design and construction.

- (g) Surfacing. **All vehicles shall be parked on a hard surface.** All required off-street parking and loading areas shall be surfaced with a permanent material such as asphalt, concrete, paving blocks, or other approved material meeting the standards of the city.

Section 26-5 (4) – Residential driveways

- (4) All residential driveways except those in the A and R-1B districts must be paved **with a permanent material such as asphalt, concrete, paving blocks or other approved material meeting the standards of the city.** ~~In the A and R-1B districts, gravel may be used for driveway surfacing.~~

Section 26-8 (b) – Accessible parking for people with disabilities.

- (b) Spaces required. Accessible parking spaces ~~are required as specified in chapter 11 of the International Building Code~~ **shall be provided as required in the following Parking Space Table from the ADA Standards for Accessibility Design;**

Total Number of Parking spaces provided (per lot):

Total Number of Parking Spaces:	ADA Parking Spaces Required:
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2% of total
10001 and over	20, plus 1 for each 100, or fraction thereof, over 1000

Section 5. That Chapter 40 – Use-Specific Standards—Residential, Commercial, Other, Section 40-1 (h) – Use-specific standards; Section 40-3 (5) – Special Uses; Section 40-4 (3) – Uses subject to conditions; Section 40-4 (14) of the Belton Unified Development Code is hereby amended and revised with the **additions in bold print** and deletions with ~~strike through~~ notation as follows:

Section 40-1. - Use-specific standards.

(h) Day care home with ~~less than 4 children~~ **no more than four children not related to operator**

Section 40-3. – Special Uses

~~(5) Commercial—Drive-through facilities. Drive-through facilities must meet the following requirements:~~

~~a. Drive-through facilities, including stacking areas, must be separated from residentially-zoned property by at least 40 feet.~~

~~b. Speaker systems used in conjunction with drive-through facilities must be designed so that they are not audible at the property line abutting residentially-zoned property.~~

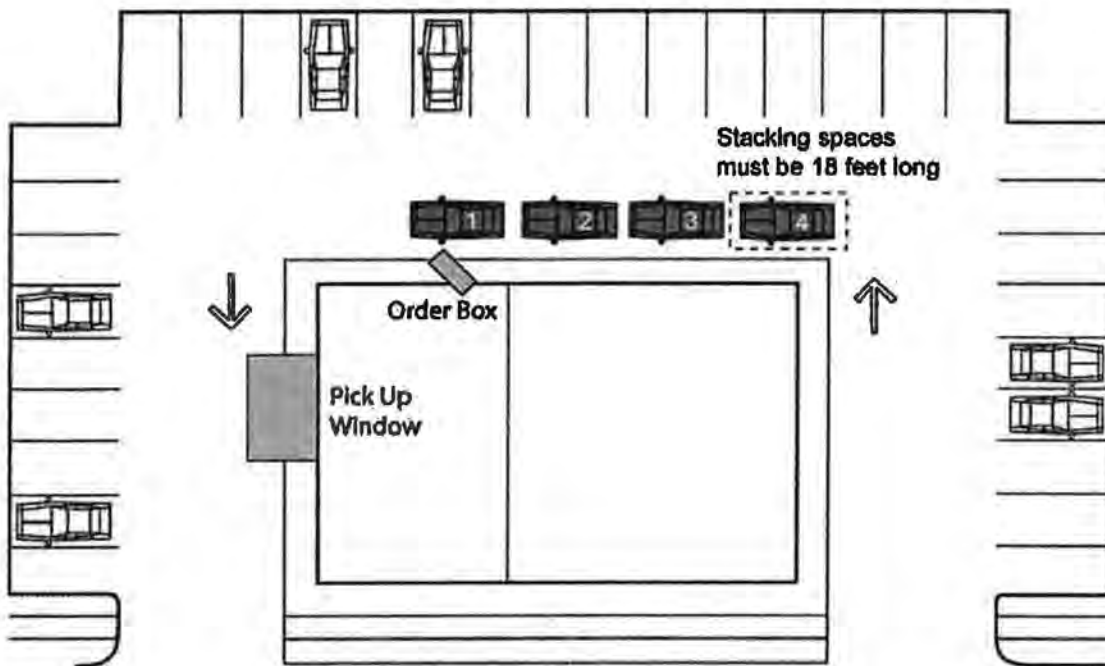
~~c. Each drive-through facility must provide the minimum vehicle stacking spaces as follows:~~

The following requirements shall be followed in determining the minimum stacking length per lane:

Use	Stacking Requirement
Financial institution	
teller lane	3
ATM	3
Car wash—automatic service	4
Restaurant	4 behind menu board
Pharmacy	2
Other uses	To be determined by the community development director

1. Vehicle stacking spaces include the space at the menu board, order box or service window.
2. Each vehicle stacking space shall be 18 feet long by nine feet wide.
3. Each vehicle stacking lane shall be separate from any access aisle, loading space, or parking space.
4. No vehicle stacking lane shall conflict with any vehicle entrance or exit, vehicle access way or pedestrian crosswalk.
5. The planning commission has the authority to allow a deviation to the stacking requirement based upon a study submitted by a traffic engineer which provides evidence to allow the reduction of these stacking requirements.

(Remove Image)



Section 40-4 – Uses subject to conditions

- (3) Day care centers and homes. Day care centers and homes with less than four children ~~children~~ **no more than four children not related to operator** must meet the following requirements:
 - a. Day care homes and centers must **obtain a local business license and meet all conditional use requirements** ~~be licensed by and in compliance with all state and local laws governing such facilities, when applicable.~~

Section 40-4 – Uses subject to conditions

- (14) **Commercial—Drive-through facilities. Drive-through facilities must meet the following requirements:**
 - a. **Drive-through facilities, including stacking areas, must be separated from residentially-zoned property by at least 40 feet.**

b. Speaker systems used in conjunction with drive-through facilities must be designed so that they are not audible at the property line abutting residentially-zoned property.

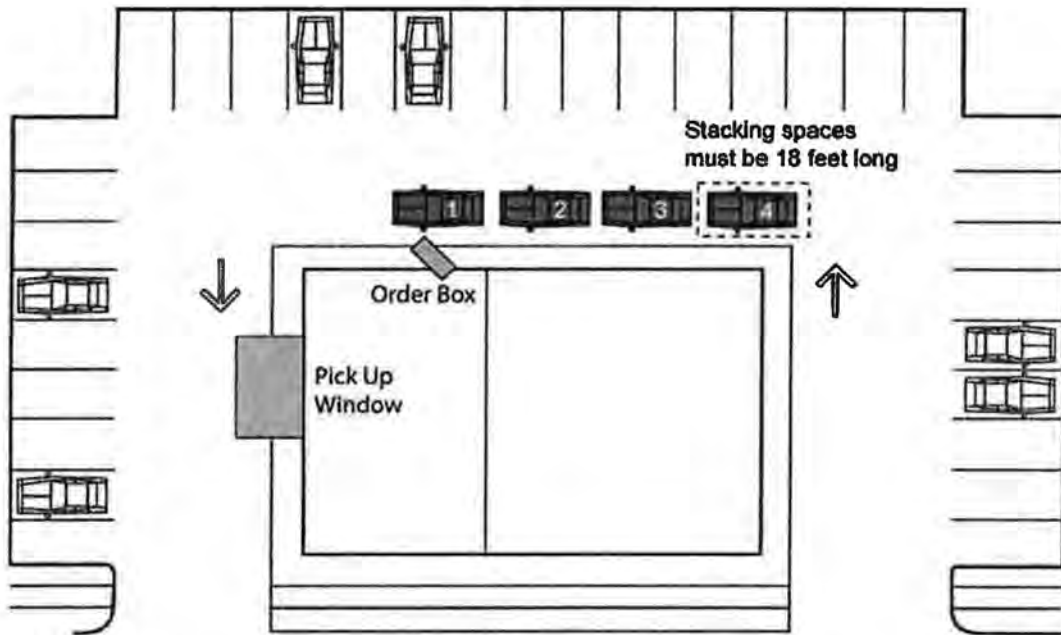
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3. Each vehicle stacking lane shall be separate from any access aisle, loading space, or parking space.
4. No vehicle stacking lane shall conflict with any vehicle entrance or exit, vehicle access way or pedestrian crosswalk.
5. The planning commission has the authority to allow a deviation to the stacking requirement based upon a study submitted by a traffic engineer which provides evidence to allow the reduction of these stacking requirements.

(Add Photo)



Section 6. That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

Section 7. All ordinances or parts of ordinances in conflict with the provisions are hereby repealed.

PUBLIC HEARING AT PLANNING AND ZONING: February 5, 2018

READ FOR THE FIRST TIME: February 27, 2018

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2018.

ATTEST:

Patricia A. Ledford, City Clerk

Of the City of Belton, Missouri
STATE OF MISSOURI)
CITY OF BELTON)SS
COUNTY OF CASS)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the _____ of _____, 2018, and thereafter adopted as Ordinance No. 2018-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2018, after the second reading thereof by the following vote, to-wit:

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

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: February 27, 2018

DIVISION: Planning and Building Department

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

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

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ISSUE/RECOMMENDATION: Consideration of Text amendments to the Unified Development Code to Chapter 1 – General Provisions, Section 1-5 – General Definitions; Chapter 4 – Accessory Uses and Structures, Section 4-1 (d) (10) – Accessory Uses and Structures (General); Chapter 6 – Agricultural and Residential Zoning Districts, Section 6-4 (h) – Additional regulations; Chapter 26 – Parking, Loading, and Access, Section 26-4 (g) – Parking area design and construction; Section 26-5 (4) – Residential driveways; Section 26-8 (b) – Accessible parking for people with disabilities; and Chapter 40 – Use-Specific Standards—Residential, Commercial, Other, Section 40-1 (h) – Use-specific standards; Section 40-3 (5) – Special Uses; Section 40-4 (3) – Uses Subject to Conditions; Section 40-4 (14) – Uses Subject to Conditions.

PROPOSED CITY COUNCIL MOTION: Approve amending certain Sections of the Unified Development Code to the text amendment changes.

BACKGROUND: The Planning and Building Department staff has been compiling a master list of amendments to the Unified Development Code. The list was discussed with the Planning Commission Subcommittee on Monday, January 22, 2018. The Subcommittee supported the proposed amendments, and staff suggested that the amendments could be considered by the Planning Commission at public hearings in February, March and April, starting with the ten text amendment changes being presented to City Council on February 27, 2018.

The proposed text amendments are intended to eliminate inconsistencies in the Unified Development Code, and provide language that is easier to understand for all users of the code. The amendments will also help with code enforcement interpretations and actions.

AMENDMENT SUMMARY:

Sec. 1.5 – General Definitions.

Create definition for commercial vehicle to help provide clarification for code enforcement responsibilities. It is suggested that the definition from the Belton Code of Ordinances be included in the Unified Development Code:

“Commercial Vehicle-means and includes every vehicle designed, maintained or used primarily for the transportation of commercial property, persons or goods which is licensed by state authority in excess of 12,000 pounds.”

Sec. 4-1. (d) (10) – Accessory Uses and Structures.

This section includes provisions for parking of trailers, commercial vehicles, mobile homes and boats within certain required yards of zoning districts. It is recommended that this sub-section be deleted, as wording in Section 6.4 makes more appropriate provisions for parking in residential districts. Please see related item below.

Sec. 6-4 (h)-Vehicle Parking

This section states that recreational vehicles, boats and trailers may be parked on a driveway, inside an enclosed structure, or behind the front of the residence in the side or rear yard, on a paved surface.

It is recommended that additional language be added to further restrict the parking of commercial vehicles in residential areas.

The section also states the “no vehicle can be parked or stored on the grass in the front yard of a residential lot for more than 24 hours unless approval is granted by the city council.”

This provision should be deleted as there is no adequate way for the City Council to consider such a request.

Sec. 26-4 (g) Parking area design and construction.

These sections require that all off-street parking areas be a surfaced with a permanent material such as asphalt or concrete, and the parking areas shall be maintained and in proper repair.

It is recommended that the section be amended to include wording that “all vehicles shall be parked on a hard surface” to help with enforcement responsibilities.

Sec. 26-5 (4) Residential Driveways.

This section states that all residential driveways must be paved, but there is no definition of hard-surfacing. It is recommended that the section be amended to require a residential driveway “be surfaced with a permanent material such as asphalt, concrete, paver blocks or other approved material meeting the standards of the city.”

Sec. 26-8 (b) Accessible parking for people with disabilities.

This section states that ADA space requirements are as found in Chapter 11 of the International Building Code. It is recommended that the parking space table found in Chapter 11, and the ADA Standards for Accessibility and Design, be included in the Unified Development Code for easier reference.

Sec. 40-1 (h) Table of Uses, Sec. 40-4 Uses subject to conditions, & Sec. 40-3 Special Uses

The use-specific standards in the Unified Development Code include a listing of all permitted uses, special uses and conditional uses in residential, commercial and industrial zoning districts.

The table includes “day care home with less than four children” as a conditional use, and there is a requirement for a state license for a day care home with less than four children. Missouri state law allows day care with no more than four children without a child care license. The appropriate sections should be amended to be consistent with state licensing requirements.

The table includes “drive-thru facilities” as a Conditional Use in commercial zoning districts. However, the conditional use requirements for drive-thru facilities are listed in the Special Use section of the code.

Inasmuch as a drive-thru facility is permitted by right, the development standards for drive-thru facilities should be listed in the conditional use section of the code.

RECOMMENDATION:

The Planning Commission convened a public hearing on the proposed amendments on February 5, 2018. No one appeared to speak in opposition to the amendments. After review, discussion and a few minor modifications the Planning Commission recommended approval of the amendments by an 8-0 vote.

LIST OF REFERENCE DOCUMENTS ATTACHED:

1. Ordinance amending specific Sections of the Unified Development Code adopting the various text amendment changes in various chapters of the Unified Development Code.

