



**CITY OF BELTON  
CITY COUNCIL  
WORK SESSION AND REGULAR MEETING  
TUESDAY, APRIL 25, 2017 – 7:00 P.M.  
CITY HALL ANNEX  
520 MAIN STREET  
AGENDA**

- I. CALL REGULAR MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – COUNCILMAN FINN
- 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 April 11, 2017, City Council Regular Meeting.**

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**B. Motion approving the March 2017 Municipal Police Judge’s Report.**

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**C. Motion approving Resolution R2017-10:**

**A resolution approving the sale of surplus City personal property / city inventory by Affiliated Auctioneers, LLC through the City’s participation in the public auction services program partnership with Mid-America Regional Council/Kansas City Regional Purchasing Cooperative.**

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**D. Motion approving Resolution R2017-11:**

**A resolution authorizing the City Council of Belton, Missouri to reappoint Robert Henderson and appoint Todd Christy and Holly Girgin as Directors of the Industrial Development Authority of the City of Belton, Missouri.**

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**E. Motion approving Resolution R2017-12:**

**A resolution authorizing the City Council of Belton, Missouri to reappoint Chet Trutzel and Ed Maurer to the Tax Increment Financing Commission.**

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- F. Motion approving Resolution R2017-13:  
**A resolution reappointing Michael Clemens and appointing Alexa Barton to the Board of Directors of the Y Highway Market Place Community Improvement District.**

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V. PERSONAL APPEARANCES

VI. ORDINANCES

- A. Motion approving final reading of Bill No. 2017-44:  
**An ordinance authorizing and approving a renewal of the food service agreement between the City of Belton, Missouri and Belton Regional Medical Center, for food services to Belton jail prisoners.**
- B. Motion approving final reading of Bill No. 2017-45:  
**An ordinance authorizing and approving a real estate contract to sell six plus acres at Markey Road Executive Business Park North owned by the City of Belton, Missouri to Jans, LLC by and through Stanley J. Kuecker, its managing member.**
- C. Motion approving final reading of Bill No. 2017-46:  
**An ordinance of the City of Belton, Missouri authorizing and approving a services contract award to 2A Marketing, LLC for website development for the Economic Development website in the not-to-exceed amount of \$6,000.00 with \$300 per month for hosting, updates, and maintenance fee.**
- D. Motion approving first reading of Bill No. 2017-47:  
**An ordinance approving and authorizing a web based subscription agreement and amendment to the 2011 License Agreement contract between the City of Belton, Missouri through its municipal court and Tyler Technologies, Inc. to purchase additional court software modules for the current software through Tyler Technologies.**

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- E. Motion approving first reading of Bill No. 2017-48:  
**An ordinance authorizing and approving special permit conditions with a limited access easement to City property and waiver of accessory building regulations to maintain an existing storage shed and construct a fence at 412 Bradford Lane, Belton, Missouri partially located on City property and within a designated stream buffer.**

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- F. Motion approving first reading of Bill No. 2017-49:  
**An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2018 adopted City budget.**

This ordinance will amend the FY18 budget to reflect the City's actual cash carryover balance in each fund as of April 1, 2017, and will also reappropriated funds in the FY18 budget that were approved in the FY17 budget, but were not completed before the year end.

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- G. Motion approving first reading of Bill No. 2017-50:  
**An ordinance authorizing the City of Belton, Missouri through its Police Department to renew the software subscription with Information Technologies, Inc. (ITI).**

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- H. Motion approving first reading of Bill No. 2017-51:  
**An ordinance approving a special use permit to allow, an electronic message center sign for Owen Lumber, located in a C-2 (general commercial) district, addressed as 617 North Scott Avenue, Belton, Missouri.**

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VII. RESOLUTIONS

- A. Motion approving Resolution R2017-14:  
**A resolution recognizing the City of Belton and Sheila Ernzen, Finance Director, for achieving the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting.**

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VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR'S COMMUNICATIONS

X. CITY MANAGER'S REPORT

XI. MOTIONS

XII. OTHER BUSINESS

**Proclamation for Local Government Week – April 30 – May 6, 2017**

- 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; matters pertaining to preparation, including any discussion or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups according to Missouri Statute 610.021.9; and matters pertaining to legal actions, according to Missouri Statute 610.021.1, and that the record be closed.
- XIV. ADJOURN

# **SECTION IV**

## **A**



**MINUTES OF THE BELTON CITY COUNCIL  
REGULAR MEETING  
APRIL 11, 2017  
CITY HALL ANNEX, 520 MAIN STREET  
BELTON, MISSOURI**

**2016-2017 CITY COUNCIL**

Mayor called the regular meeting to order at 6:23 P.M.

Councilman Fletcher led the Pledge of Allegiance to the Flag.

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

**CONSENT AGENDA:**

**Councilman Lathrop moved to approve the minutes of the March 28, 2017, City Council Regular Meeting.** Councilman Peek seconded. All present voted in favor. Councilmen Savage and VanWinkle absent. Consent agenda approved.

**ORDINANCES:**

Patti Ledford, City Clerk gave the final reading of Bill No. 2017-35: **An ordinance authorizing and approving the city of Belton, Missouri through its Fire Department to enter into a professional services agreement for Medical Director services with Dr. Erik J. Stamper, D. O.** Presented by Councilman Newell, seconded by Councilman Lathrop. **Councilman VanWinkle arrived at 6:25 P.M.** The Council was polled and the following vote recorded; Ayes: 8, Mayor Davis, Councilmen Newell, Peek, Fletcher, Finn, Lathrop, Trutzel and VanWinkle; Noes: None; Absent: 1, Councilman Savage. Bill No. 2017-35 was declared passed and in full force and effect as Ordinance No. 2017-4335, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-36: **An ordinance authorizing and approving a software licensing agreement between the city of Belton, Missouri, through its Fire Department, and Imagetrend, Inc. for the licensing, maintenance and support of the departmental reporting system.** Presented by Councilman Peek, seconded by Councilman Lathrop. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Newell, Finn, Trutzel, Mayor Davis, Councilmen Lathrop, Fletcher, VanWinkle and Peek; Noes: None; Absent: 1, Councilman Savage. Bill No. 2017-36 was declared passed and in full force and effect as Ordinance No. 2017-4336, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-37: **An ordinance of the City of Belton, Missouri authorizing and approving an agreement award to J. M. Fahey Construction Co. for the STP 3356 (403) Belton Nexus Trail project in the amount of \$450,711.96.** Presented by Councilman Trutzel, seconded by Councilman Newell. Michael Doi, Public Works Director, said the project will take about 4 months to complete and it will connect from Wallace Park to Memorial Park. The work will start at Menards along 58 Highway and connect at Memorial Park. Mayor Davis asked how we will get around the traffic. Michael Christopher, Assistant City

Engineer, showed plans through the cross stripping at Town Center and 58 Highway. Police Chief James Person said that 58 Highway is controlled by the State and an organization can't interfere with traffic without a permit from the State. Chief Person encouraged the Council to look at a blue light trail system. He also said the former Public Works Director, Cliff Fain, had discussions about a pedestrian crossing that goes over 58 Highway and didn't know if that might be something the Council would be interested in investigating. Mayor Davis said that is a great point and this is exciting for us. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Peek, Trutzel, Lathrop, Newell, Fletcher, VanWinkle, Finn and Mayor Davis; Noes: None; Absent: 1, Councilman Savage. Bill No. 2017-37 was declared passed and in full force and effect as Ordinance No. 2017-4337, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-38: **An ordinance approving the final plat of Traditions 2<sup>nd</sup> plat, tract P, a 1.85-acre tract of land, located on part of government lot 2 of the SW ¼ of section 18, township 46 north, range 32 west, in the city of Belton, Cass County, Missouri.** Presented by Councilman Peek, seconded by Councilman Newell. Jay Leipzig, Economic Development Director, said the houses are being sold as fast as they can build them. This plat is for the pool and community center. They have exceeded expectations. Mayor Davis said this subdivision is in the Raymore-Peculiar school district. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Peek, VanWinkle, Mayor Davis, Councilmen Newell, Finn, Fletcher, Trutzel, and Lathrop; Noes: None; Absent: 1, Councilman Savage. Bill No. 2017-38 was declared passed and in full force and effect as Ordinance No. 2017-4338, subject to Mayoral veto.

Councilman Savage arrived at 6:33 P.M.

Ms. Ledford gave the final reading of Bill No. 2017-39: **An ordinance authorizing and approving an amendment to the SunGard Public Sector, Inc. agreement-schedule "A" and the purchase of Analytics NOW software module for the Finance Department.** Presented by Councilman Newell, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Finn, Peek, Lathrop, Mayor Davis, Councilmen Trutzel, Fletcher, VanWinkle, Savage and Newell; Noes: None; Absent: None. Bill No. 2017-39 was declared passed and in full force and effect as Ordinance No. 2017-4339, subject to Mayoral veto.

Ms. Ledford read Bill No. 2017-41: **An ordinance declaring the results of the annual election of municipal officers of the City of Belton, Missouri.** Presented by Councilman Newell, seconded by Councilman Peek. All voted in favor of the first reading. **Councilman Newell moved to hear the final reading.** Councilman Peek seconded. All voted in favor. The final reading was read. Presented by Councilman Trutzel, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Newell, Trutzel, Finn, Mayor Davis, Councilmen Lathrop, Fletcher, VanWinkle, Peek and Savage; Noes: None; Absent: None. Bill No. 2017-41 was declared passed and in full force and effect as Ordinance No. 2017-4340, subject to Mayoral veto.

Mayor Davis recessed at 6:36 P.M. for a short reception for incoming Council members and their friends and family.

## 2017-2018 CITY COUNCIL

Mayor Davis called the meeting back to order at 6:53 P.M.

Patti Ledford, City Clerk, administered the oath of office to newly elected Councilman Ryan Finn, Ward 1.

Patti Ledford, City Clerk, administered the oath of office to re-elected Chief of Police, James Person.

Patti Ledford, City Clerk, administered the oath of office to re-elected Mayor Jeff Davis.

Mayor Davis congratulated the newly elected officials.

Patti Ledford, City Clerk, called the roll and the following members were present: Councilmembers present: Mayor Jeff Davis, Councilmen Ryan Finn, Jeff Fletcher, Gary Lathrop, Bob Newell, Lorrie Peek, Tim Savage, Chet Trutzel and Dean VanWinkle. Also present were: Alexa Barton, Acting 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 a temporary liquor permit for Jose Peppers, 1100 E North Ave, for a Cinco de Mayo celebration May 5, 2017, in a tent in their parking lot, contingent upon obtaining their state liquor permit and Fire Marshal approval.** Councilman Lathrop seconded. All present voted in favor. Consent agenda approved.

### **ORDINANCES:**

Ms. Ledford read Bill No. 2017-42: **An ordinance authorizing and directing the issuance, sale and delivery of not to exceed \$4,500,000 principal amount of City of Belton, Missouri, general obligation refunding bonds, series 2017; and authorizing certain other documents and actions in connection therewith.** Presented by Councilman Lathrop, seconded by Councilman Savage. All voted in favor of the first reading. **Councilman Lathrop moved to hear the final reading.** Councilman Trutzel seconded. All voted in favor. The final reading was read. Presented by Councilman Peek, seconded by Councilman Trutzel. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Newell, Trutzel, Finn, Mayor Davis, Councilmen Lathrop, Fletcher, VanWinkle, Peek, and Savage; Noes: None; Absent: None. Bill No. 2017-42 was declared passed and in full force and effect as Ordinance No. 2017-4341, subject to Mayoral veto.

Ms. Ledford read Bill No. 2017-43: **An ordinance authorizing the delivery of not to exceed \$22,000,000 principal amount of the City of Belton, Missouri, refunding certificates of participation, series 2017, for the purpose of providing funds to refinance projects for the City; and authorizing and approving certain documents in connection with the delivery of said certificates.** Presented by Councilman Newell, seconded by Councilman Peek. All voted in favor of the first reading. **Councilman Newell moved to hear the final reading.** Councilman Peek seconded. All voted in favor. The final reading was read. Presented by Councilman Trutzel, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Finn, Trutzel, Savage, Lathrop, Newell, Fletcher, VanWinkle, Peek, and Mayor Davis; Noes: None; Absent: None. Bill No. 2017-43 was declared passed and in full force and effect as Ordinance No. 2017-4342, subject to Mayoral veto.



Ms. Ledford read Bill No. 2017-44: **An ordinance authorizing and approving a renewal of the food service agreement between the City of Belton, Missouri and Belton Regional Medical Center, for food services to Belton jail prisoners.** Presented by Councilman Lathrop, seconded by Councilman Peek. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Ledford read Bill No. 2017-45: **An ordinance authorizing and approving a real estate contract to sell six plus acres at Markey Road Executive Business Park North owned by the City of Belton, Missouri to Jans, LLC by and through Stanley J. Kuecker, its managing member.** Presented by Councilman Lathrop, seconded by Councilman Peek. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Ledford read Bill No. 2017-46: **An ordinance of the City of Belton, Missouri authorizing and approving a services contract award to 2A Marketing, LLC for website development for the Economic Development website in the not-to-exceed amount of \$6,000.00 with \$300 per month for hosting, updates, and maintenance fee.** Presented by Councilman Trutzel, seconded by Councilman Peek. Vote on the first reading was recorded with all voting in favor. First reading passed.

#### **RESOLUTIONS:**

Ms. Ledford read Resolution R2017-09: **A resolution authorizing and approving an agreement between the City of Belton and Y Belton, LLC, regarding the use of the Markey Regional Detention facility in lieu of providing on-site or other private detention for the property legally described as Lot 1 and a portion of Lot 8, Belton Gateway addition Unit No. 2 for the multi-tenant building (lot 1) and drive lanes (lot 8) in the amount of \$44,829.00.** Presented by Councilman Lathrop, seconded by Councilman Peek. Mayor Davis asked who gets this money. Michael Doi, Public Works Director, said it goes into the public works storm water fund. There is a revenue account of the Markey regional detention. Vote on the resolution was recorded with all voting in favor. Resolution passed.

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

**Councilman Newell moved to appoint Jeff Fletcher as Mayor Pro Tem.** Councilman Peek seconded. All voted in favor. Motion passed.

**Councilman Fletcher moved to appoint Lorrie Peek as Park Board Liaison.** Councilman Fletcher seconded. All voted in favor. Motion passed.

**Councilman Fletcher moved to appoint Chet Trutzel as Planning Commission Liaison.** Councilman Peek seconded. All voted in favor. Motion passed.

Mayor Davis extended condolences to the Runions and Kopetsky families saying we would be remiss if we didn't think of them a great deal.

Mayor Davis mentioned Ingram's magazine had an article mentioning the hotel proposal. Jay Leipzig, Economic Development Director, said we are still negotiating.

Mayor Davis said in Markey Business Park all the buildings on city property have been demolished. This will be great for development. We had a great week and things seem to be moving well.

**CITY MANAGER'S REPORT:**

Alexa Barton, Acting City Manager, introduced the new assistant city engineer Misha Miller-Gilmore. She received her Bachelor's Degree in geological engineering from Rolla (Missouri University of Science and Technology). Mayor Davis said he appreciates her coming to us.

Ms. Barton announced staff will be scheduling an open house at the treatment facility as the project will be completed soon. We hope to have that date by the next meeting. There is new technology at the facility and we are trying to reduce I & I, which is Michael Doi, Public Works Director, main goal next year and make sure we are in compliance with DNR.

Ms. Barton updated the Council on the solid waste RFP. She said Michael Doi, Public Works Director, Megan McGuire, City Attorney, and she have been meeting with City of Raymore staff and bids will be going out this week. It has been a great project. While we are bidding together it will be separate contracts for each city - we are trying to save the most for both communities. Pre-bids will be the end of April, closing in May and reading bids in June with a final commencement date of January 1, 2018. We have to provide this much time because some citizens have contracts with waste providers. It also gives people time if they want to get waste containers in place. We are going forward and will be reviewing RFP tomorrow and hope to have it to the Council so they can see. This has been a true cooperative and joint effort.

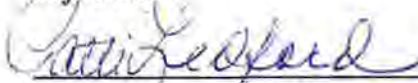
**OTHER BUSINESS:**

Councilman Trutzel asked what the dates of spring clean-up are this year. Ms. Barton said she will have to get back to him with the dates.

Councilman Lathrop said tomorrow is the Cass County League of Cities meeting in Harrisonville at 6:30 at the Cass County Courthouse. There will be dinner and a presentation by an engineer on storm water. Ms. Barton said she got wind of it today and will try to attend.

At 7:16 P.M., Councilman Trutzel moved to enter Executive Session to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2; matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3; and matters pertaining to legal actions, according to Missouri Statute 610.021.1, and that the record be closed. Councilman Finn seconded. The following vote was recorded; Ayes: 9, Mayor Davis, Councilmen Savage, Newell, Peek, Fletcher, Finn, Lathrop, Trutzel, and VanWinkle; Noes: None; Absent: None.

The Council returned from Executive Session at 8:00 P.M. Being no further business, Councilman Finn moved to adjourn. Councilman Lathrop seconded. All voted in favor. Meeting adjourned.

  
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Patti Ledford, City Clerk

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Jeff Davis, Mayor

# SECTION IV

## B



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

**COURT DATES: 3/1/17; 3/8/17; 3/15/17; 3/22/17**

  
\_\_\_\_\_  
**MUNICIPAL JUDGE** **4/5/17**  
**DATE**

**IN ACCORDANCE WITH COURT OPERATING RULE 4.29  
THE ATTACHED MUNICIPAL DIVISION SUMMARY  
REPORT FOR MONTH OF MARCH 2017 WAS  
PRESENTED AND REVIEWED BY CITY COUNCIL AS  
REQUIRED**

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





# Payment Plan Reports

Belton

Tuesday, April 4, 2017 10:21 AM

Collected

## Payment Detail Listing From 03/01/2017 - 03/31/2017

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid
PP000012	SULLIVAN, BETTY JANE	03/10/2017	425519	R00036399	121153766-1	\$10.00
<b>PP000012 Totals:</b>						<b>\$10.00</b>
PP0000278	TUTTLE, JEFFREY M	03/27/2017	426304	R00036653	121166332-1	\$100.00
<b>PP0000278 Totals:</b>						<b>\$100.00</b>
PP0000285	DAVIS, STELLA M	03/27/2017	426360	R00036655	140789814-1	\$35.00
<b>PP0000285 Totals:</b>						<b>\$35.00</b>
PP0000365	COX, DEREK A JR	03/02/2017	424876	R00036193	121165520-1	\$128.00
		03/02/2017	424877	R00036194	121165520F-1	\$100.00
<b>* PP0000365 Totals:</b>						<b>\$228.00</b>
PP0000380	SPITLER, LINDA LEE	03/22/2017	426081	R00036562	140789425-1	\$45.00
<b>PP0000380 Totals:</b>						<b>\$45.00</b>
PP0000457	MUCKE, JASON RYAN	03/17/2017	425867	R00036503	140790072-1	\$88.00
		03/17/2017	425867	R00036503	140790073-1	\$75.00
		03/17/2017	425867	R00036503	140790408-1	\$113.00
<b>* PP0000457 Totals:</b>						<b>\$276.00</b>
PP0000518	HILTNER, JOHN DANIEL	03/02/2017	424924	R00036203	140794136-1	\$50.00
<b>PP0000518 Totals:</b>						<b>\$50.00</b>
PP0000523	HUGGINS, BRANDON LEE	03/14/2017	425659	R00036438	140790773-1	\$25.00
		03/14/2017	425659	R00036438	140790774-1	\$25.00
<b>PP0000523 Totals:</b>						<b>\$50.00</b>
PP0000526	GLASS, STEVEN ALEX	03/06/2017	425086	R00036277	140794126-1	\$25.00
<b>PP0000526 Totals:</b>						<b>\$25.00</b>
PP0000581	SHANKS, ROBERT MICHAEL	03/03/2017	424945	R00036209	140794731-1	\$175.00
<b>PP0000581 Totals:</b>						<b>\$175.00</b>
PP0000591	ROUSE, JOSHUA MICHAEL	03/27/2017	426289	R00036630	140791315-1	\$50.00
<b>PP0000591 Totals:</b>						<b>\$50.00</b>
PP0000730	JORDAN, DASEAN NATHANIEL	03/03/2017	424963	R00036234	140791343-1	\$50.00
<b>PP0000730 Totals:</b>						<b>\$50.00</b>
PP0000738	KEITH, CYNTHIA DENISE	03/06/2017	425057	R00036247	121165022-1	\$50.00
<b>* PP0000738 Totals:</b>						<b>\$50.00</b>
PP0000802	MAXWELL, KRISTIE SUE	03/22/2017	426096	R00036576	140795078-1	\$25.00
<b>PP0000802 Totals:</b>						<b>\$25.00</b>
PP0000839	CARROLL, SKYLA MARSHELLE	03/09/2017	425439	R00036379	140795042-1	\$4.50
		03/09/2017	425439	R00036379	140790234-1	\$113.00
		03/09/2017	425439	R00036379	140790235-1	\$32.50
		03/09/2017	425440	R00036380	140790235-1	\$45.50
<b>* PP0000839 Totals:</b>						<b>\$195.50</b>
PP0000876	RESENDIZ-MARQUEZ, JOSE LUIS	03/22/2017	426097	R00036577	140797834-1	\$25.00
		03/22/2017	426097	R00036577	140797836-1	\$15.00
<b>PP0000876 Totals:</b>						<b>\$40.00</b>
PP0000880	EIKELBOOM, MICHAEL LANEY	03/06/2017	425081	R00036272	140796532-1	\$100.00
		03/06/2017	425081	R00036272	140796531-1	\$100.00
		03/06/2017	425081	R00036272	140796530-1	\$100.00
<b>* PP0000880 Totals:</b>						<b>\$300.00</b>
PP0000899	GILMORE, MELANIE K	03/20/2017	426021	R00036522	140799664-1	\$5.00
<b>PP0000899 Totals:</b>						<b>\$5.00</b>
PP0000903	RADSPINNER, SHELLY D	03/17/2017	425865	R00036501	140796923-1	\$38.00
<b>PP0000903 Totals:</b>						<b>\$38.00</b>

\* Indicates an overpayment was made on the Payment Plan

PP0000924	ATCHISON, CHEYENNE RENEE	03/17/2017	425874	R00036505	140799611-1	\$79.50
<b>PP0000924 Totals:</b>						<b>\$79.50</b>
PP0000926	JONES, TAJALA RENA	03/08/2017	425126	R00036300	140796435-1	\$50.00
<b>PP0000926 Totals:</b>						<b>\$50.00</b>
PP0000927	WILLIAMS, DEANA SHA-RON	03/06/2017	425072	R00036265	140790865-1	\$50.00
<b>PP0000927 Totals:</b>						<b>\$50.00</b>
PP0000931	SIMS, MONTEL CORWON	03/15/2017	425688	R00036457	140802381-1	\$75.00
		03/15/2017	425689	R00036458	140802381-1	\$75.50
		03/15/2017	425689	R00036458	140802853-1	\$49.50
<b>PP0000931 Totals:</b>						<b>\$200.00</b>
PP0000964	POWELL, RANDEE LASHAWN	03/27/2017	426293	R00036634	140799391-1	\$40.00
<b>PP0000964 Totals:</b>						<b>\$40.00</b>
PP0000968	CONNELY, RICHARD STEPHEN	03/17/2017	425880	R00036515	140799130-1	\$25.00
<b>PP0000968 Totals:</b>						<b>\$25.00</b>
PP0000973	BROWN, KESHA RENEE	03/06/2017	425085	R00036276	140791426-1	\$10.00
<b>PP0000973 Totals:</b>						<b>\$10.00</b>
PP0000979	VAUGHT, ROBERT EUGENE	03/27/2017	426290	R00036631	140802297-1	\$40.00
<b>PP0000979 Totals:</b>						<b>\$40.00</b>
PP0000991	HAMILTON, LAQUITA RANEE	03/06/2017	425082	R00036273	140802329-1	\$20.00
<b>PP0000991 Totals:</b>						<b>\$20.00</b>
PP0001003	WASHINGTON, SYLVESTER B	03/02/2017	424922	R00036202	140800067-1	\$30.00
<b>PP0001003 Totals:</b>						<b>\$30.00</b>
PP0001011	HARP, ANNE FAITH	03/03/2017	424951	R00036214	140796500-1	\$40.00
<b>PP0001011 Totals:</b>						<b>\$40.00</b>
PP0001017	BESSENBACHER, JASON SETH	03/06/2017	425076	R00036268	140798105-1	\$50.00
<b>PP0001017 Totals:</b>						<b>\$50.00</b>
PP0001019	RUSSELL, THOMAS MICHAEL EARL	03/10/2017	425469	R00036387	140797319-1	\$20.00
		03/10/2017	425469	R00036387	140797317-1	\$30.00
		03/23/2017	426178	R00036595	140797319-1	\$50.00
<b>PP0001019 Totals:</b>						<b>\$100.00</b>
PP0001023	EVERETT, JOSEPH DALTON	03/24/2017	426193	R00036610	140796484-1	\$20.00
<b>PP0001023 Totals:</b>						<b>\$20.00</b>
PP0001033	SMITH, JOSEPH R	03/22/2017	426076	R00036558	140798355-1	\$40.00
		03/22/2017	426076	R00036558	140798354-1	\$80.00
<b>PP0001033 Totals:</b>						<b>\$120.00</b>
PP0001040	HAYES, AMANDA BETH	03/16/2017	425818	R00036491	140798636-1	\$85.00
<b>* PP0001040 Totals:</b>						<b>\$85.00</b>
PP0001065	HASSELL, RITA JEAN	03/09/2017	425420	R00036376	140800629-1	\$20.00
		03/09/2017	425420	R00036376	140800630-1	\$10.00
<b>PP0001065 Totals:</b>						<b>\$30.00</b>
PP0001066	ROJAS, MICHELLE MARIE	03/01/2017	424785	R00036167	140792283-1	\$25.00
<b>PP0001066 Totals:</b>						<b>\$25.00</b>
PP0001077	CANTU, CHRISTOPHER ALEXANDER	03/02/2017	424925	R00036204	140799348-1	\$80.00
		03/31/2017	426543	R00036691	140799349-1	\$10.00
		03/31/2017	426543	R00036691	140799348-1	\$30.00
<b>PP0001077 Totals:</b>						<b>\$120.00</b>
PP0001085	THOMAS, DEVON SCOTT	03/22/2017	426100	R00036580	140798760-1	\$60.50
<b>PP0001085 Totals:</b>						<b>\$60.50</b>
PP0001113	DOYLE, THOMAS JOHN	03/02/2017	424904	R00036197	140794801-1	\$150.00
		03/02/2017	424905	R00036198	140794801-1	\$150.00
<b>PP0001113 Totals:</b>						<b>\$300.00</b>
PP0001121	HUTCHISON, TANNA LOUISE	03/01/2017	424798	R00036172	140802054-1	\$25.00
<b>PP0001121 Totals:</b>						<b>\$25.00</b>
PP0001122	ESPINOZA-HARWOOD, TERRI L	03/05/2017	424991	R00036241	140790544-1	\$23.00
<b>* PP0001122 Totals:</b>						<b>\$23.00</b>
PP0001132	KEITH, BROOKE SHARICE	03/01/2017	424740	R00036139	140798506-1	\$50.00
		03/22/2017	426082	R00036563	140798506-1	\$29.00

\* Indicates an overpayment was made on the Payment Plan

		03/22/2017	426082	R00036563	140798507-1	\$21.00
		<b>PP0001132 Totals:</b>				<b>\$100.00</b>
PP0001133	ABERNATHEY, ANDREW S	03/10/2017	425541	R00036418	140802550-1	\$38.00
		<b>PP0001133 Totals:</b>				<b>\$38.00</b>
PP0001174	GILLETTE, TYLER SCOTT	03/03/2017	424972	R00036236	140798720-1	\$25.00
		<b>PP0001174 Totals:</b>				<b>\$25.00</b>
PP0001179	EDWARDS, JONATHAN	03/27/2017	426303	R00036652	140798335-1	\$23.00
		03/27/2017	426303	R00036652	140798647-1	\$129.00
		<b>PP0001179 Totals:</b>				<b>\$152.00</b>
PP0001190	HOUSTON, TIERRA N	03/17/2017	425875	R00036509	140798730-1	\$13.00
		03/17/2017	425875	R00036509	140798732-1	\$37.00
		<b>PP0001190 Totals:</b>				<b>\$50.00</b>
PP0001191	ODEN, CHRISTOPHER MICHAEL	03/01/2017	424804	R00036177	140795094-1	\$50.00
		<b>PP0001191 Totals:</b>				<b>\$50.00</b>
PP0001194	ARNOLD, AMANDA DAWN	03/24/2017	426247	R00036626	140802679-1	\$50.00
		<b>PP0001194 Totals:</b>				<b>\$50.00</b>
PP0001215	JUAREZ-HERNANDEZ, NALLELY	03/03/2017	424962	R00036233	140802737-1	\$223.00
		<b>* PP0001215 Totals:</b>				<b>\$223.00</b>
PP0001219	NEELY, DARICK LAMAR	03/16/2017	425816	R00036489	140805056-1	\$25.00
		<b>PP0001219 Totals:</b>				<b>\$25.00</b>
PP0001222	COTTON, DARIUS ISAAH	03/23/2017	426185	R00036602	140801332-1	\$25.00
		03/23/2017	426185	R00036602	140801331-1	\$125.00
		<b>PP0001222 Totals:</b>				<b>\$150.00</b>
PP0001227	SARTAIN, SHEENA KRISTIN	03/21/2017	426043	R00036543	140801164-1	\$40.00
		03/22/2017	426103	R00036582	140801164-1	\$40.00
		03/22/2017	426112	R00036587	140801164-1	\$25.00
		03/22/2017	426112	R00036587	140803085-1	\$15.00
		<b>PP0001227 Totals:</b>				<b>\$120.00</b>
PP0001236	SHUSTER, CAYLA ANN	03/02/2017	424882	R00036195	140799991-1	\$25.00
		<b>PP0001236 Totals:</b>				<b>\$25.00</b>
PP0001241	BRUBECK, JASON MARIO	03/01/2017	424799	R00036174	140802055-1	\$25.00
		<b>PP0001241 Totals:</b>				<b>\$25.00</b>
PP0001245	BOLTON, RAHN NMI	03/16/2017	425759	R00036482	140798793-1	\$75.00
		<b>PP0001245 Totals:</b>				<b>\$75.00</b>
PP0001255	SHARP, TODD FRANCIS	03/14/2017	425668	R00036442	140798873-1	\$10.00
		<b>PP0001255 Totals:</b>				<b>\$10.00</b>
PP0001266	HOWARD, KASSIE JUNE	03/07/2017	425120	R00036295	140795099-1	\$130.00
		<b>PP0001266 Totals:</b>				<b>\$130.00</b>
PP0001268	KILGORE, MATTHEW LEE	03/01/2017	424759	R00036154	140795178-1	\$129.50
		<b>* PP0001268 Totals:</b>				<b>\$129.50</b>
PP0001270	CRUM, DALTON JAMES	03/23/2017	426183	R00036600	140804532-1	\$64.50
		<b>* PP0001270 Totals:</b>				<b>\$64.50</b>
PP0001276	BETZ-BRYANT, PARRISH T	03/24/2017	426235	R00036612	140804216-1	\$50.00
		<b>PP0001276 Totals:</b>				<b>\$50.00</b>
PP0001279	RIDGE, JOHNATHAN ALLEN	03/07/2017	425117	R00036293	140798704-1	\$113.00
		03/07/2017	425117	R00036293	140798702-1	\$150.00
		<b>* PP0001279 Totals:</b>				<b>\$263.00</b>
PP0001293	STEARNS, ROBERT A	03/06/2017	425079	R00036270	140802546-1	\$10.00
		<b>PP0001293 Totals:</b>				<b>\$10.00</b>
PP0001301	MAYS, AMANDA L	03/06/2017	425083	R00036274	140802828-1	\$33.00
		03/06/2017	425083	R00036274	140802885-1	\$7.00
		03/23/2017	426180	R00036597	140802885-1	\$30.00
		<b>PP0001301 Totals:</b>				<b>\$70.00</b>
PP0001304	WOFFORD, AMBER SHALISE	03/16/2017	425813	R00036486	140802374-1	\$25.00
		<b>PP0001304 Totals:</b>				<b>\$25.00</b>
PP0001317	BASINSKI, TAYLOR MATTHEW	03/15/2017	425681	R00036452	140803000-1	\$30.00
		<b>PP0001317 Totals:</b>				<b>\$30.00</b>

\* Indicates an overpayment was made on the Payment Plan



PP0001324	PAYNE, BOOKER T	03/14/2017	425664	R00036441	140803792-1	\$50.00
<b>PP0001324 Totals:</b>						<b>\$50.00</b>
PP0001330	HEMENWAY, SHANNON DIANNE	03/07/2017	425088	R00036279	140802496-1	\$113.00
<b>* PP0001330 Totals:</b>						<b>\$113.00</b>
PP0001337	LABOSKY, MONNICA CHRISTINE	03/07/2017	425101	R00036283	140801627-1	\$50.00
<b>PP0001337 Totals:</b>						<b>\$50.00</b>
PP0001348	WISDOM, SONYA J	03/27/2017	426291	R00036632	140801383-1	\$25.00
<b>PP0001348 Totals:</b>						<b>\$25.00</b>
PP0001349	DICKERSON, ANDREW BRIAN	03/06/2017	425054	R00036244	140801685-1	\$40.00
		03/06/2017	425054	R00036244	140801684-1	\$60.00
<b>PP0001349 Totals:</b>						<b>\$100.00</b>
PP0001351	ROLLINS, CYNTHIA DENISE	03/01/2017	424730	R00036130	140798414-1	\$25.00
<b>PP0001351 Totals:</b>						<b>\$25.00</b>
PP0001352	JENKINS, DAVID LYNN	03/10/2017	425464	R00036384	140802874-1	\$45.00
<b>PP0001352 Totals:</b>						<b>\$45.00</b>
PP0001354	BRADLEY, BRADLEY WAYNE	03/08/2017	425217	R00036338	140804647-1	\$113.00
<b>PP0001354 Totals:</b>						<b>\$113.00</b>
PP0001357	JOHNSON, CHEQUANA F	03/24/2017	426238	R00036617	140801671-1	\$23.00
		03/24/2017	426238	R00036617	140801672-1	\$27.00
<b>PP0001357 Totals:</b>						<b>\$50.00</b>
PP0001372	MAYES, MERSADI LYNN	03/17/2017	425830	R00036495	140799516-1	\$50.00
		03/17/2017	425830	R00036495	140799515-1	\$50.00
<b>PP0001372 Totals:</b>						<b>\$100.00</b>
PP0001375	CROSBY, TREVOR JOSEPH	03/31/2017	426542	R00036690	140802851-1	\$100.00
<b>PP0001375 Totals:</b>						<b>\$100.00</b>
PP0001380	MARQUEZ-CARRILLO, JONATHAN EMANUEL	03/22/2017	426087	R00036572	140804657-1	\$37.00
		03/22/2017	426087	R00036572	140804656-1	\$113.00
<b>PP0001380 Totals:</b>						<b>\$150.00</b>
PP0001381	JUITT, DARRIUS DYWANE	03/08/2017	425124	R00036298	140802270-1	\$75.00
		03/08/2017	425125	R00036299	140802270-1	\$38.00
<b>* PP0001381 Totals:</b>						<b>\$113.00</b>
PP0001387	HORTON, MICHAEL WAYNE	03/16/2017	425761	R00036484	140801386-1	\$13.00
<b>PP0001387 Totals:</b>						<b>\$13.00</b>
PP0001388	JENNINGS, JERRY LEE II	03/13/2017	425620	R00036429	140802934-1	\$25.00
<b>PP0001388 Totals:</b>						<b>\$25.00</b>
PP0001390	SCHLIEM, CURTIS LEE JR	03/03/2017	424980	R00036238	140802307-1	\$117.00
<b>PP0001390 Totals:</b>						<b>\$117.00</b>
PP0001392	MCCLURE, TINA MARIE	03/22/2017	426091	R00036574	140803174-1	\$100.00
<b>PP0001392 Totals:</b>						<b>\$100.00</b>
PP0001393	WRAM, MICHELLE MONTANA	03/22/2017	426098	R00036578	140800027-1	\$29.50
		03/22/2017	426098	R00036578	140800026-1	\$90.00
<b>* PP0001393 Totals:</b>						<b>\$119.50</b>
PP0001394	WELLMANN, AMBER ELLEN	03/06/2017	425075	R00036267	140796011-1	\$20.00
<b>PP0001394 Totals:</b>						<b>\$20.00</b>
PP0001397	TINDALL, JENNIFER JAICOLE	03/10/2017	425530	R00036408	140804113-1	\$100.00
<b>PP0001397 Totals:</b>						<b>\$100.00</b>
PP0001400	TUCKER, GARY DON	03/16/2017	425810	R00036485	121165634-1	\$30.00
		03/22/2017	426064	R00036546	121165634-1	\$20.00
<b>PP0001400 Totals:</b>						<b>\$50.00</b>
PP0001406	DIAZ-REVILLA, LAVITHA ALVA	03/30/2017	426455	R00036675	140800179-1	\$88.00
<b>PP0001406 Totals:</b>						<b>\$88.00</b>
PP0001409	WHITE, TIMIA D	03/01/2017	424731	R00036131	140803004-1	\$25.00
		03/01/2017	424731	R00036131	140803003-1	\$95.00
<b>PP0001409 Totals:</b>						<b>\$120.00</b>
PP0001410	JOHNSON, APRIL LOUISE	03/01/2017	424831	R00036186	140800247-1	\$50.00
<b>PP0001410 Totals:</b>						<b>\$50.00</b>

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PP0001412	CORBIN, ALEXIA LYNN	03/16/2017	425815	R00036488	140803753-1	\$30.00
<b>PP0001412 Totals:</b>						<b>\$30.00</b>
PP0001413	COLEY, CHRISTOPHER DON	03/23/2017	426187	R00036604	140804337-1	\$50.00
<b>PP0001413 Totals:</b>						<b>\$50.00</b>
PP0001414	HALL, JAMIE W	03/01/2017	424738	R00036137	140804676-1	\$35.00
		03/14/2017	425669	R00036443	140804676-1	\$35.00
<b>PP0001414 Totals:</b>						<b>\$70.00</b>
PP0001415	LONG, ELIJAH D	03/28/2017	426405	R00036662	140804288-1	\$125.00
		03/28/2017	426405	R00036662	140804289-1	\$85.00
<b>* PP0001415 Totals:</b>						<b>\$210.00</b>
PP0001418	WALKINGSTICK, JAMES LEE	03/09/2017	425425	R00036378	140804558-1	\$57.00
<b>PP0001418 Totals:</b>						<b>\$57.00</b>
PP0001423	THOMPSON, TYLER LEE	03/23/2017	426167	R00036591	140805043-1	\$48.00
<b>PP0001423 Totals:</b>						<b>\$48.00</b>
PP0001426	DUNN, ROY STEVEN JR	03/23/2017	426181	R00036598	140805040-1	\$20.00
		03/23/2017	426182	R00036599	140805040-1	\$20.00
<b>PP0001426 Totals:</b>						<b>\$40.00</b>
PP0001427	CRABTREE, BRANDON JAMES	03/17/2017	425861	R00036498	140800015-1	\$40.00
<b>PP0001427 Totals:</b>						<b>\$40.00</b>
PP0001430	WILKINSON, MICHAEL RYAN	03/22/2017	426080	R00036561	140804735-1	\$33.00
		03/22/2017	426080	R00036561	140804736-1	\$17.00
<b>PP0001430 Totals:</b>						<b>\$50.00</b>
PP0001433	WITTHAR, JARED MICHAEL	03/17/2017	425876	R00036510	140794306-1	\$50.00
<b>PP0001433 Totals:</b>						<b>\$50.00</b>
PP0001434	BROOKS, SAMUEL JOSEPH JR	03/24/2017	426234	R00036611	140804580-1	\$133.00
<b>PP0001434 Totals:</b>						<b>\$133.00</b>
PP0001437	WILSON, MARKO D	03/26/2017	426249	R00036627	140795870-1	\$40.00
<b>PP0001437 Totals:</b>						<b>\$40.00</b>
PP0001441	WALTERS, JAMIE RUTH ELLEN	03/03/2017	424927	R00036206	140789049-1	\$100.00
<b>PP0001441 Totals:</b>						<b>\$100.00</b>
PP0001442	SILVEY, MATHEW D	03/10/2017	425468	R00036386	140804683-1	\$113.00
<b>PP0001442 Totals:</b>						<b>\$113.00</b>
PP0001448	HENNESSEY, TAMATHA LYNN	03/02/2017	424916	R00036200	160752118-1	\$25.00
<b>PP0001448 Totals:</b>						<b>\$25.00</b>
PP0001451	DUGGINS, BRANDEN JEFFERY	03/27/2017	426305	R00036654	160753147-1	\$175.00
<b>PP0001451 Totals:</b>						<b>\$175.00</b>
PP0001452	REDMOND, AIREANNA KENYA	03/01/2017	424746	R00036143	160752623-1	\$131.00
<b>PP0001452 Totals:</b>						<b>\$131.00</b>
PP0001453	HORTON, SAMUEL LEVAIL	03/10/2017	425540	R00036417	140800227-1	\$30.00
<b>PP0001453 Totals:</b>						<b>\$30.00</b>
PP0001454	SPANN, CURTIS MONTAE	03/03/2017	424944	R00036208	140798788-1	\$20.00
<b>PP0001454 Totals:</b>						<b>\$20.00</b>
PP0001455	MAYS, RICHARD LEE JR	03/23/2017	426179	R00036596	140805086-1	\$30.00
<b>PP0001455 Totals:</b>						<b>\$30.00</b>
PP0001456	POZOS, CECILIA MARIE	03/15/2017	425695	R00036468	140805122-1	\$143.00
<b>PP0001456 Totals:</b>						<b>\$143.00</b>
PP0001457	CORBIN, SHYANNE C	03/15/2017	425682	R00036453	160753148-1	\$20.00
<b>PP0001457 Totals:</b>						<b>\$20.00</b>
PP0001458	GREGG, KYLE	03/08/2017	425163	R00036302	140798326-1	\$60.00
<b>PP0001458 Totals:</b>						<b>\$60.00</b>
PP0001461	LAMBETH, CASSAUNDR A LANE	03/08/2017	425206	R00036333	121161864-1	\$25.00
<b>PP0001461 Totals:</b>						<b>\$25.00</b>
PP0001464	JENKINS, JABRIL ABDUL	03/22/2017	426086	R00036571	140805052-1	\$100.00
<b>PP0001464 Totals:</b>						<b>\$100.00</b>
PP0001467	DOLLAR, WILLIAM HUNTER	03/06/2017	425080	R00036271	140804753-1	\$25.00
		03/16/2017	425814	R00036487	140804753-1	\$20.00

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PP0001513	TILLMAN, TODD DANIEL	03/10/2017	425513	R00036391	140797723-1	\$34.00
<b>PP0001513 Totals:</b>						<b>\$68.00</b>
PP0001517	HILL, MICHAEL SCOTT	03/24/2017	426246	R00036625	121165592-1	\$25.00
<b>PP0001517 Totals:</b>						<b>\$25.00</b>
PP0001519	GRAVES, AMANDA MARIE	03/17/2017	425868	R00036504	140804800-1	\$75.00
<b>PP0001519 Totals:</b>						<b>\$75.00</b>
PP0001526	JONES, ROLENA TULANI	03/17/2017	425900	R00036521	160752633-1	\$21.00
<b>PP0001526 Totals:</b>						<b>\$21.00</b>
PP0001529	ENGLAND, JENNIFER LYNN	03/31/2017	426540	R00036688	140804520-1	\$50.00
<b>PP0001529 Totals:</b>						<b>\$50.00</b>
PP0001532	KNIGHT, RYAN CHRISTOPHER	03/24/2017	426192	R00036609	140800411-1	\$40.00
<b>PP0001532 Totals:</b>						<b>\$40.00</b>
PP0001534	KIHN, DUSTIN LEE	03/08/2017	425368	R00036367	140795152-1	\$30.00
		03/17/2017	425863	R00036499	140795152-1	\$75.00
		03/31/2017	426541	R00036689	140795152-1	\$75.00
<b>PP0001534 Totals:</b>						<b>\$180.00</b>
PP0001535	KNIGHT, GEORGE RANSON	03/15/2017	425737	R00036478	140804831-1	\$40.00
		03/22/2017	426099	R00036579	140804831-1	\$15.00
<b>PP0001535 Totals:</b>						<b>\$55.00</b>
PP0001539	SKIVERS, TAYLOR RAE	03/24/2017	426236	R00036613	140802292-1	\$25.00
<b>PP0001539 Totals:</b>						<b>\$25.00</b>
PP0001540	ADAMS, JACOB EUGENE	03/15/2017	425727	R00036477	140800345-1	\$125.00
<b>PP0001540 Totals:</b>						<b>\$125.00</b>
PP0001542	CORNELL, CONNIE JO	03/17/2017	425864	R00036500	160753166-1	\$31.00
<b>PP0001542 Totals:</b>						<b>\$31.00</b>
PP0001560	CRABTREE, CHRISTOPHER ALLEN	03/22/2017	426121	R00036588	140804240-1	\$100.00
<b>PP0001560 Totals:</b>						<b>\$100.00</b>

**Report Totals**

**\$11,681.50**

\* Indicates an overpayment was made on the Payment Plan



## MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<b>I. COURT INFORMATION</b>		Contact information same as last report <input checked="" type="checkbox"/>	
Municipality:	Belton	Reporting Period: 3/2017	
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	
<b>II. MONTHLY CASELOAD INFORMATION</b>		Alcohol and Drug Related Traffic	Other Traffic
A. cases (citations / informations) pending at start of month		113	2,890
B. cases (citations / informations) filed		9	459
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		0	2
3. court / bench trial - NOT GUILTY		0	39
4. plea of GUILTY in court		8	166
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	113
6. dismissed by court		0	2
7. <i>nolle prosequi</i>		1	20
8. certified for jury trial (not heard in the Municipal Division)		0	0
<b>9. TOTAL CASE DISPOSITIONS</b>		9	342
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		113	3,007
E. Trial de Novo and / or appeal applications filed		0	0
<b>III. WARRANT INFORMATION (Pre and Post Disposition)</b>		<b>IV. PARKING TICKETS</b>	
1. # issued during reporting period	293	# issued during period	0
2. # served/withdrawn during reporting period	268	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	2,055		

**MUNICIPAL DIVISION SUMMARY REPORTING FORM**

<b>COURT INFORMATION</b>	Municipality: Belton	Reporting Period: 3/2017
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<b>V. DISBURSEMENTS</b>			
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements cont.</b>	
Fines - Excess Revenue	\$32,594.59		
Clerk Fee - Excess Revenue	\$3,057.61		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$95.09		
Bond forfeitures (paid to city) - Excess Revenue	\$315.00		
<b>Total Excess Revenue</b>	\$36,062.29		
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>			
Fines - Other	\$18,803.04		
Clerk Fee - Other	\$1,296.72		
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	\$365.70		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$2,607.31		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$40.33		
Law Enforcement Training (LET) Fund surcharge	\$727.00		
Domestic Violence Shelter surcharge	\$732.00		
Inmate Prisoner Detainee Security Fund surcharge	\$733.60		
Sheriffs' Retirement Fund (SRF) surcharge	\$1,097.07		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$2,760.00		
<b>Total Revenue Other</b>	\$29,162.77		
<b>Other Disbursements:</b> 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.		<b>Total Other Disbursements</b>	\$877.94
		<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	\$66,103.00
DWI RECOVERY COST	\$877.94	<b>Bond Refunds</b>	\$0.00
		<b>Total Disbursements</b>	\$66,103.00

MEMORY TRANSMISSION REPORT

TIME : 04-05-17 12:18  
FAX NO.1 : 816-331-3179  
NAME : Belton Mun. Court

FILE NO. : 425  
DATE : 04.05 12:17  
TO : OSCA STATE RPT  
DOCUMENT PAGES : 3  
START TIME : 04.05 12:17  
END TIME : 04.05 12:18  
PAGES SENT : 3  
STATUS : OK

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

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

To: STATISTICS SECTION Fax: 573-526-0338  
From: Laura Ellis Date: 4/5/2017  
Re: MUN DIV REPORTING FORM Pages: 3 INCL THIS PAGE  
CC:  
 Urgent  For Review  Please Comment  Please Reply  Please Recycle

ATTACHED IS THE MARCH 2017 MUNICIPAL DIVISION REPORTING FORM FOR THE PERIOD MARCH 1, 2017 THROUGH MARCH 31, 2017 FOR THE BELTON MUNICIPAL COURT.

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

THANK YOU,  
LAURA ELLIS

**CONFIDENTIAL**

FAX transmittal

To: STATISTICS SECTION Fax: 573-526-0338  
From: Laura Ellis Date: 4/5/2017  
Re: MUN DIV REPORTING FORM Pages: 3 INCL THIS PAGE  
CC:

Urgent  For Review  Please Comment  Please Reply  Please Recycle

**ATTACHED IS THE MARCH 2017 MUNICIPAL DIVISION REPORTING FORM FOR THE PERIOD MARCH 1, 2017 THROUGH MARCH 31, 2017 FOR THE BELTON MUNICIPAL COURT.**

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

**THANK YOU,  
LAURA ELLIS**



# My Filed Or Closed Cases Listing

Belton

4/5/2017 1:38:46 PM

Totals For Filed Date From 03/01/2017 To 03/31/2017

Posted Fee Totals For Posted Date From 03/01/2017 To 03/31/2017

## Violations By Filed Date

City Ordinance	207
IPMC CODE	1
MOVING TRAFFIC	341
Parking	2
Traffic	147
<b>Total Violations Filed:</b>	<b>698</b>

## Violations Completed-Paid Fines By Filed Date

### CL-CLOSED FOUND GUILTY

City Ordinance	1	
MOVING TRAFFIC	59	
Parking	1	23
Traffic	58	
<b>CL</b>	<b>119</b>	
<b>Total Violations Completed-Paid Fines:</b>	<b>119</b>	

## Violations Completed-Before Judge By Filed Date

### CL-CLOSED FOUND GUILTY

City Ordinance	79	
FIRE CODE	1	
IPMC CODE	4	
MOVING TRAFFIC	82	
Traffic	112	
UNIFIED DEVELOPMENT CODE	1	
<b>CL</b>	<b>279</b>	

### DS-DISMISSED SC PP RECALCULATED/PAID





# My Filed Or Closed Cases Listing

Belton

4/5/2017 1:38:46 PM

Totals For Filed Date From 03/01/2017 To 03/31/2017

Posted Fee Totals For Posted Date From 03/01/2017 To 03/31/2017

## Violations Completed-Before Judge By Filed Date

City Ordinance 49

D\$ 49

## DC-Dismissed by Complainant

City Ordinance 6

DC 6

## DI-CLOSED BY SIS

City Ordinance 2

MOVING TRAFFIC 6

DI 8

## DJ-Dismissed by Judge

City Ordinance 1

DJ 1

24

## DP-Dismissed by Prosecutor

City Ordinance 21

MOVING TRAFFIC 13

Traffic 4

DP 38

## DW-DISMISSED NO WITNESS

City Ordinance 5

DW 5

## DX-FOUND NOT GUILTY AT TRIAL

City Ordinance 2

MOVING TRAFFIC 37



# My Filed Or Closed Cases Listing

Belton

4/5/2017 1:38:46 PM

Totals For Filed Date From 03/01/2017 To 03/31/2017

Posted Fee Totals For Posted Date From 03/01/2017 To 03/31/2017

## Violations Completed-Before Judge By Filed Date

Traffic	2	
DX		41
<b>Total Violations Completed-Before Judge:</b>		<b>427</b>

## Violations Completed-Other By Filed Date

### DO-DISMISSED BY OFFICER

MOVING TRAFFIC	1	
DO		1

### DS-DISMISSED STATE CHARGES

City Ordinance	1	
MOVING TRAFFIC	2	
DS		3

25

### VD-Voided Docket

City Ordinance	3	
MOVING TRAFFIC	1	
Traffic	1	
VD		5
<b>Total Violations Completed-Paid Fines:</b>		<b>9</b>





# My Filed Or Closed Cases Listing

Belton

4/5/2017 1:38:46 PM

Totals For Filed Date From 03/01/2017 To 03/31/2017

Posted Fee Totals For Posted Date From 03/01/2017 To 03/31/2017

Total Violations Completed-Paid Fines:	119
Total Violations Completed-Before Judge:	427
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	9
<hr/>	
Total Violations Completed:	555
Total Violations Filed:	698
<hr/>	
Net Difference Filed - Completed:	143

## Warrants Issued

City Ordinance	121		
MOVING TRAFFIC	123		26
Parking	2		
Traffic	47		
Total Warrants Issued:	293	Total Violations:	293

## Warrants Cleared

City Ordinance	124		
IPMC CODE	1		
MOVING TRAFFIC	96		
Parking	1		
Traffic	46		
Total Warrants Cleared:	268	Total Violations:	268
<hr/>			
Total Warrants Issued:	293		
Total Warrants Cleared:	268		
Net Difference:	25		



# My Filed Or Closed Cases Listing

Belton

4/5/2017 1:38:46 PM

Totals For Filed Date From 03/01/2017 To 03/31/2017

Posted Fee Totals For Posted Date From 03/01/2017 To 03/31/2017

## Violations Completed-Other Paid By Filed Date

### AJ-SUSPENDED IMPOSITION OF SENTEN

MOVING TRAFFIC 7

AJ 7

### BC-Bond Company Information

City Ordinance 1

BC 1

### CC-CONTEMPT OF COURT ISSUED

MOVING TRAFFIC 3

Traffic 1

CC 4

27

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

MOVING TRAFFIC 7

CD 7

### CL-CLOSED FOUND GUILTY

City Ordinance 2

MOVING TRAFFIC 1

CL 3

### CN-Continued Arraignment

City Ordinance 2

MOVING TRAFFIC 1

CN 3

### PD-PENDING DISMISSAL



# My Filed Or Closed Cases Listing

Belton

4/5/2017 1:38:46 PM

Totals For Filed Date From 03/01/2017 To 03/31/2017

Posted Fee Totals For Posted Date From 03/01/2017 To 03/31/2017

## Violations Completed-Other Paid By Filed Date

MOVING TRAFFIC 1

PD 1

## PP-Payment plan

City Ordinance 24

IPMC CODE 1

MOVING TRAFFIC 41

Traffic 14

UNUSED 1

PP 81

## PV-PROBATION VIOLATION ISSUED

City Ordinance 1

PV 1

Total Violations Completed-Other Paid: 108



# My Filed Or Closed Cases Listing

Belton

4/5/2017 1:38:46 PM

Posted Fee Totals For Posted Date From 03/01/2017 To 03/31/2017

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$2,575.00
CC (76)	COURT COSTS	\$3,959.57
CN (CA)	COURT NOTIFICATION AUTOMATION	\$695.39
CVC2 (74)	CRIME VICTIMS CITY	\$135.42
CVS2 (CV)	CRIME VICTIMS STATE	\$2,607.31
DM (82)	DOMESTIC VIOLENCE	\$732.00
DWI (77)	DWI RECOVERY COST	\$877.94
FINE (76)	FINE	\$50,702.24
ILFC (83)	ILF- CITY	\$394.76
IS (IS)	INMATE SECURITY FUND	\$733.60
SBF (84)	SURETY BOND FORFEITURE	\$500.00
SR (SR)	SHERIFF RETIREMENT	\$1,097.07
TFC (78)	TRAINING FUND CITY	\$727.00
TFS (81)	TRAINING FUND STATE	\$365.70

29

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**Report Totals:** **\$66,103.00**

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# **SECTION IV**

## **C**

**R2017-10**

**A RESOLUTION APPROVING THE SALE OF SURPLUS CITY PERSONAL PROPERTY / CITY INVENTORY BY AFFILIATED AUCTIONEERS, LLC THROUGH THE CITY'S PARTICIPATION IN THE PUBLIC AUCTION SERVICES PROGRAM PARTNERSHIP WITH MID-AMERICA REGIONAL COUNCIL/KANSAS CITY REGIONAL PURCHASING COOPERATIVE.**

**WHEREAS**, the City of Belton has been a participant in the regional cooperative purchasing program since 2003 with Mid-America Regional Council/Kansas City Regional Purchasing Cooperative (hereinafter known as "MARC/KCRPC"); and

**WHEREAS**, one of the cooperative programs offered through this partnership is the public auction services contract including transportation, storage, and auction of surplus items; and

**WHEREAS**, the Belton Parks Department and City Hall have compiled a list of surplus City personal property/City inventory ready for proper disposal pursuant to the Belton Code of Ordinances, section 2-991, Sale of Personal Property Owned by the City.

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

**SECTION 1.** That the City staff is authorized and directed to coordinate with Affiliated Auctioneers, LLC to transport, store, and sell/dispose of the surplus City personal property/City inventory, herein attached as **Exhibit A**, through the City's participation in the public auction services program partnership with MARC/KCRPC.

**SECTION 2.** That the Acting City Manager is authorized to sign any documents necessary for the disposal of the surplus City personal property/City inventory on behalf of the City of Belton.

**SECTION 3.** This resolution shall take effect and be in full force from and after its passage and approval.

**SECTION 4.** That all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.

Duly read and passed this 25<sup>th</sup> day of April, 2017.

\_\_\_\_\_  
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, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 25<sup>th</sup> day of April, 2017 and adopted at a regular meeting of the City Council held the 25<sup>th</sup> day of April, 2017 by the following vote, to wit:

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

---

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



Quantity	Description of Item	Year	Make	Model
<b>[Located at the Park]</b>				
1	1/2 ton pickup	1992	Chevy	Cheyenne
1	Car	2000	Ford	Taurus SE
1	Car	1996	Ford	Crown Vic
2	Chemical Cart		Hillyard	
2	24" RCA TV		RCA	F25422
1	Audio/Video Cabinet		HSA Wood Furnishings	
1	Mixing Console		Yamaha	MC24/14FX
1	Stainless Steel Warming table			
1	Stainless Steel Freezer (not working)			
1	all surface cleaner		Tennant 750	609668
26	400 W MH highbay lights			
13	2 bulb 4' t8 strip lights			

**[Located at the Water Tower]**

1	lockable menu board			
2	bulletin boards			
1	projector screen			
1	box of computer speakers			
1	miscellaneous box of computer cords			
2	miscellaneous boxes of electronic items			
1	small paper shredder			
3	miscellaneous boxes of office supplies			
4	miscellaneous boxes of paper products			
3	small green storage/file boxes			
1	miscellaneous box of door parts			
1	box of computer mice			
1	box of 6 desk phones and 5 cell phones			
3	VCRs			
1	power amplifier			
11	computer UPS / battery power supplies / surge protectors			
4	adding machines / desk calculators			
1	small portable TV			
1	big TV			

Quantity	Description of Item	Year	Make	Model
1	VHS camcorder		RCA	
1	electric typewriter			
1	black desk extension unit for a keyboard/mouse			
1	projector in a black case			
1	box of 18 computer keyboards			
1	box of 35 computer keyboards			
9	laptops and various laptop parts			
1	HP iPAQ pocket PC		HP	
9	desktop printers			
1	Workforce es-400 scanner		Epson	
2	Photosmart C5280 all-in-one		HP	
1	office jet 6310 all-in-one printer/scanner/fax		HP	
1	laser jet P4515tn		HP	
1	scan jet G3010		HP	
1	laser jet M2727nf		HP	
1	office jet J4680 all-in-one		HP	
1	x5075 printer		Lexmark	
1	pinnacle pro 901		Lexmark	
1	workforce wf-2650		Epson	
2	black office chair arms			
1	black metal desk			
6	various switchboxes for a server and rack arms			
2	computer power supplies			
13	large computer monitors			
25	flat screen computer monitors			
22	office chairs			
1	chair floor mat			
52	computer towers/boxes			
1	copy machine DP2310		Panasonic	
1	copy machine color laser jet 5550n		HP	

# **SECTION IV**

## **D**

**R2017-11**

**A RESOLUTION AUTHORIZING THE CITY COUNCIL OF BELTON, MISSOURI TO REAPPOINT ROBERT HENDERSON AND APPOINT TODD CHRISTY AND HOLLY GIRGIN AS DIRECTORS OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF BELTON, MISSOURI.**

**WHEREAS**, The City Council of the City of Belton, Cass County, Missouri, have heretofore authorized the formation of an Industrial Development Corporation in the City of Belton, Missouri, in accordance with Chapter 349 of the Missouri Revised Statutes; and

**WHEREAS**, Section 349.045, RSMO, as amended, provides that the City Council shall provide for the appointment and reappointment of individuals to serve as Directors of the aforementioned said Authority; and

**WHEREAS**, Robert Henderson's term expired March 27, 2017; he is hereby reappointed to serve on the Industrial Development Authority until March 27, 2023; and

**WHEREAS**, Todd Christy is hereby appointed to serve on the Industrial Development Authority to fill a vacant term until March 27, 2023; and

**WHEREAS**, Holly Girgin is hereby appointed to serve on the Industrial Development Authority to fill a vacant unexpired term until March 27, 2021; and

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

**SECTION 1.** That the following named individuals constitute the Directors of the Industrial Development Authority, being appointed for six (6) year terms, or until their successor(s) is duly appointed:

<u>NAME</u>	<u>TERM</u>
<b>Holly Girgin</b>	<b>March 27, 2021</b>
Paul Fyffe	March 27, 2021
Steven Deere	March 27, 2022
<b>Todd Christy</b>	<b>March 27, 2023</b>
<b>Robert Henderson</b>	<b>March 27, 2023</b>

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

**SECTION 3.** That all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.

Duly read and passed this 25<sup>th</sup> day of April, 2017.

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

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 25<sup>th</sup> day of April, 2017, and adopted at a regular meeting of the City Council held the 25<sup>th</sup> day of April, 2017 by the following vote, to-wit:

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

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





CITY OF BELTON, MISSOURI  
APPLICATION FOR APPOINTMENT TO CITY  
BOARDS AND COMMISSIONS

Date 4-18-17

\*Board/Commission of interest IDA

\*Name Todd Christy

\*Phone# 816-785-8835

\*Home Address 412 Bradford Ln

\*Do you reside within the city  
limits of Belton? (circle one)

Yes  No

\*E-mail flylikeaneagle78@yahoo.com

Length of residence in Belton ≈ 10 years

Why are you interested in serving on this Board or Commission? I'm interested  
in helping to improve our community.

List other service on local boards or commission: None

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

None

Signature: Todd Christy

\*Required information

Updated 1/6/2015

F:\Board and Commission info\application board & commissions.doc



CITY OF BELTON, MISSOURI  
APPLICATION FOR APPOINTMENT TO CITY  
BOARDS AND COMMISSIONS

Date 4/19/2017

\*Board/Commission of interest IDA

\*Name Holly Girgin

\*Phone# 816.522.6244

\*Home Address 8212 E. 161st St. Belton MO 64012

\*Do you reside within the city  
limits of Belton? (circle one)

X Yes      No

\*E-mail hgirgin@heritagekc.com

Length of residence in Belton 28 Years

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

As a taxpayer I take a personal interest in city development projects and the funding methods  
associated with each project.

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

Planning and Zoning Commission, Chairman, 2005 - Present

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

I believe my 10+ years of service on the Planning Commission will provide excellent insight  
and guidance for reviewing and evaluating projects that come before the IDA.

Signature: Holly L Girgin

\*Required information

Updated 1/6/2015  
F:\Board and Commission info\application board & commissions.doc

# **SECTION IV**

## **E**

**R2017-12**

**A RESOLUTION AUTHORIZING THE CITY COUNCIL OF BELTON, MISSOURI TO REAPPOINT CHET TRUTZEL AND ED MAURER TO THE TAX INCREMENT FINANCING COMMISSION.**

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

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

**WHEREAS**, Chet Trutzel's term expires May 9, 2017; he is hereby reappointed to serve on the Tax Increment Financing Commission until May 9, 2021; and

**WHEREAS**, Ed Maurer's term expires May 9, 2017; he is hereby reappointed to serve on the Tax Increment Financing Commission until May 9, 2021.

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

**SECTION 1.** That the following named individuals constitute the Members of the Tax Increment Financing Commission, being appointed for four (4) year terms, or until their successor(s) is duly appointed:

<u>NAME</u>	<u>TERM</u>
Jason Harrison	May 9, 2018
Ron Branan	May 9, 2018
Fred Hastie	May 9, 2019
Pete Peterson	May 9, 2019
<b>Chet Trutzel</b>	<b>May 9, 2021</b>
<b>Ed Maurer</b>	<b>May 9, 2021</b>

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

**SECTION 3.** That all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.

Duly read and passed this 25<sup>th</sup> day of April, 2017.

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

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 25<sup>th</sup> day of April, 2017, and adopted at a regular meeting of the City Council held the 25<sup>th</sup> day of April, 2017 by the following vote, to-wit:

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

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



# **SECTION IV**

## **F**

R2017-13

**A RESOLUTION REAPPOINTING MICHAEL CLEMENS AND APPOINTING ALEXA BARTON TO THE BOARD OF DIRECTORS OF THE Y HIGHWAY MARKET PLACE COMMUNITY IMPROVEMENT DISTRICT.**

**WHEREAS**, the Community Improvement District Act ("Act"), Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, provides for the Chief elected officer of a municipality ("Mayor") to appoint Successor Directors of a Community Improvement District with the consent of the governing body of the municipality ("City Council"); and

**WHEREAS**, the Y Highway Market Place Community Improvement District ("District"), formed December 14, 2010 by Ordinance No. 2010-3673, is a public body created under the authority of the Act and is transacting business and exercising the powers granted by the Act; and

**WHEREAS**, Michael Clemens' term expired February 24, 2017; his four (4) year reappointment to the Y Highway Marketplace CID has been recommended by the Board of Directors to the Mayor; and

**WHEREAS**, Brad Foster's term expired February 24, 2017; and

**WHEREAS**, Alexa Barton is recommended by the Y Highway Marketplace CID Board of Directors to the Mayor to be appointed for a four (4) year term.

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

**SECTION 1.** That the reappointment of Michael Clemens and the appointment of Alexa Barton as members of the District's Board of Directors is approve, each to serve a four (4) year term or until their successor(s) is duly appointed. The following named individuals constitute the Y Highway Marketplace CID Board of Directors:

<u>NAME</u>	<u>TERM</u>
David Cosentino	February 24, 2019
Denise Armentrout	February 24, 2019
Robert Vigliaturo	February 24, 2019
<b>Michael Clemens</b>	<b>February 24, 2021</b>
<b>Alexa Barton</b>	<b>February 24, 2021</b>

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

**SECTION 3.** That all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.

Duly read and passed this 25th day of April, 2017.

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

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 25th day of April, 2017, and adopted at a regular meeting of the City Council held the 25th day of April, 2017 by the following vote, to-wit:

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

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

**THE Y HIGHWAY MARKET PLACE COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION OF THE BOARD OF DIRECTORS**

**RESOLUTION NO. 2017-8**

**NOMINATION OF SUCCESSOR DIRECTORS**

---

**WHEREAS**, by Ordinance No. 2010-3673, adopted and approved on December 14, 2010 (the "Approving Ordinance"), the City Council approved a certain petition dated November 23, 2010 (the "Petition") and established the Y Highway Market Place Community Improvement District (the "District") as a political subdivision of the State of Missouri, all pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571, inclusive, of the Revised Statutes of Missouri, as amended (the "CID Act");

**WHEREAS**, the CID Act and the Petition provides for the Mayor to appoint the Initial Directors and Successor Directors of the CID, with the consent of the City Council; and

**WHEREAS**, as a result of the resignation and expiration of Brad Foster's term and the expiration of Michael Clemons' terms as Members of the CID's Board of Directors (the "Board"), the Board, in accordance with the Petition, hereby submits to the Mayor nominations for Successor Directors, in accordance with the qualifications set forth in the Petition.

**NOW, THEREFORE, BE IT RESOLVED as follows:**

Section 1. The Board of Directors hereby submits to the Mayor and the City Council the following nominees to serve as Successor Directors:

- (a) Alexa Barton, to serve a four-year term commencing after the expiration of Brad Foster's current term on February 24, 2017.
- (b) Michael Clemons, to serve a four-year term commencing after the expiration of his current term on February 24, 2017.

Section 2. This Resolution shall take effect immediately.

The undersigned hereby certifies that this resolution was approved by a majority vote of the Board this 8<sup>th</sup> day of March, 2017.

---

David Cosentino, Executive Director



# **SECTION VI**

## **D**

**AN ORDINANCE APPROVING AND AUTHORIZING A WEB BASED SUBSCRIPTION AGREEMENT AND AMENDMENT TO THE 2011 LICENSE AGREEMENT CONTRACT BETWEEN THE CITY OF BELTON, MISSOURI THROUGH ITS MUNICIPAL COURT AND TYLER TECHNOLOGIES, INC. TO PURCHASE ADDITIONAL COURT SOFTWARE MODULES FOR THE CURRENT SOFTWARE THROUGH TYLER TECHNOLOGIES.**

**WHEREAS**, the City of Belton, Missouri through its Municipal Court has had the original subscription agreement since 1996 with an extension agreement authorized in 2011; and

**WHEREAS**, the Tyler Technologies Inc. court software is a state approved system approved, as required, by the Office of the State Courts Administrator's office and where the Municipal Court has been satisfied with their past contract, license fees and software functions; and

**WHEREAS**, the Missouri Supreme Court has imposed minimum operating standards for Municipal courts; and

**WHEREAS**, Minimum Operating Standard 6 requires the court to operate in a manner convenient to the public and Minimum Operating Standard 8 requires access to open municipal division records in accordance with Court Operating Rules 2 and 4; and

**WHEREAS**, Minimum Operating Standard 6 requires that the municipal division makes available free, online access to information about pending cases, outstanding warrants, and scheduled municipal division dockets; and

**WHEREAS**, Tyler Technologies has made available to municipal divisions a Content Manager program and an On-Line Records Search program that may be added to the current court software program; and

**WHEREAS**, the funding source for the content manager program has been approved in the Municipal Court's FY2018 Capital Outlay budget in the amount of \$15,150.00; and

**WHEREAS**, the funding source for the On-Line Records Search program has been approved in the Municipal Court's FY2018 Maintenance Agreement budget.

**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 web based subscription agreement and amendment to the 2011 license agreement contract between the City of Belton, Missouri, through its Municipal Court and Tyler Technologies, Inc. and authorizes and approves the payments for Tyler Content Manager and On-Line Records Search software upgrades, herein attached to this ordinance.

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

READ FOR THE FIRST TIME: April 25, 2017

READ FOR THE SECOND TIME AND PASSED:

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
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 \_\_\_\_\_ day of \_\_\_\_\_, 2017, and thereafter adopted as Ordinance No. 2017-\_\_\_\_\_ of the City of Belton, Missouri, at the regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, after the second reading thereof by the following:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



## **Systems Agreement**

Local Government Division

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*Agreement between:*

**Tyler Technologies, Inc**

5519 53rd Street  
Lubbock, Texas 79414

(800) 646.2633  
(806) 797-4849 Fax

And

**City of Belton**

506 Main St  
Belton, MO 64012  
(816) 331-2798



AGREEMENT

This agreement is entered into by and between Tyler Technologies, Inc., hereinafter referred to as COMPANY, located at 5519 53rd Street, Lubbock, Texas 79414; and, City of Belton hereinafter referred to as CLIENT on, April 10, 2017

COMPANY and CLIENT agree as follows:

- 1. COMPANY shall furnish the products and services as described in this Agreement, and CLIENT shall pay the prices set forth in this Agreement.
2. This Agreement consists of this Cover and the following Attachments and Exhibits:
Section A Investment Summary
Section B COMPANY Agreement Terms and Conditions
3. The License Fees set forth in the Investment Summary are based on defined category levels. Placement within a category is based on the size of the organization serviced and measured by such factors as operating budget, number of employees, number of utility accounts, number of sworn officers, population of the entity, etc.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Agreement hereunto executed this Agreement effective as of the date last set forth below.

Client: City of Belton

Tyler Technologies, Inc.:

By: Signature
Printed Name
Title
Date
Sales Tax Certificate Number

By: Signature
Printed Name
Title
Date



**Section A**

**Investment Summary**

Laura Ellis  
City of Belton



<b>Prepared for:</b>  <b>Contact Person:</b> <b>Address:</b>  <b>Phone:</b> <b>Fax:</b> <b>Email:</b>	<b>City of Belton</b>  Laura Ellis 506 Main St Belton, MO 64012 (816) 331-2798 laurae@beltonpd.org	<b>Contract ID # :</b> 2017-0110
		<b>Issue Date:</b> 04/10/17
		<b>Sales Rep:</b> D. Lalosinski
		<b>Tax Exempt:</b> Yes / No

Product, Service & Equipment	Software License Payments				Totals	Annual Fees
	Upon Execution	Upon Available Download Date	Upon Earlier OI*	As Delivered		
Total Hosted (Online) Applications		3,500			3,500	3,500
<b>Totals</b>	-	<b>3,500</b>	-	-	<b>3,500</b>	<b>3,500</b>

\* Earlier of first use of Tyler Software in live production or 180 days from the date the Tyler Software is made available for downloading.

Please Note: Travel expenses will be billed as Incurred.

**Section A**

**Hosted Applications**

Laura Ellis  
City of Belton  
April 10, 2017



<b>Service</b>	<b>Initial Year</b>	<b>Annual Fee</b>
<hr/>		
<b>Citizen Portal</b>		
<hr/>		
<b>Online Record Search</b>		
Online Record Search	3,500	3,500
<hr/>		
<b>Hosted Applications Total</b>	3,500	3,500
<hr/>		

**Section B**



**WEB SERVICES - INTERNET BASED PRODUCTS**

**SUBSCRIPTION AGREEMENT**

THIS AGREEMENT is effective as of the date of acceptance set forth at the end hereof, and is by and between Tyler Technologies, Inc., hereinafter referred to as "Tyler" and the party signing this agreement as the "Subscriber".

**1. DEFINITIONS**

Web Services. Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.

Online Records Search. Our Online Records Search product is a Tyler hosted website that displays citations and/or docket information. The website can be available for public view or locked down to secured access only. This system interfaces seamlessly with our INCODE Municipal Court System.

**2. AGREEMENTS**

2.1. TERM. Subscriber must return an executed copy of this Agreement to Tyler within 90 days from the issue date. Thereafter, the Agreement will be voided and is subject to change. Subject to the limitations of this Section 2, and unless otherwise provided for in this Agreement, the term of this Agreement shall commence as of the effective date and shall continue for three (3) years. The term shall thereafter be automatically extended in separate consecutive periods of twelve (12) months duration unless either party gives written notice to terminate. Notice to terminate must provide at least sixty (60) day notice of said intent. In the event that the Subscriber fails to pay any amount payable to Tyler hereunder, when due, or fails to comply with any other provision of this Agreement, Tyler may terminate the Subscriber's rights by written notice to that effect to the Subscriber. Tyler may, by written notice to the Subscriber, terminate its obligations under this Agreement in the event that Tyler, for whatever reason, ceases to host Subscriber's Web Site. A termination of the Subscriber's rights under this Agreement shall not terminate any of the parties' rights under this Agreement to receive or hold amounts rightfully owing to the respective party pursuant to the terms of this agreement or to enforce the intellectual and proprietary rights in the Tyler concept, web site, software, and technology. Upon termination or non-renewal of this agreement, the parties shall each promptly account for all due but unpaid amounts hereunder. If Subscriber wishes to terminate before the stated term expires, Subscriber must give sixty (60) days written notice in order not to incur termination costs of \$875. Please also see section entitled "TERMINATION" in this Agreement.

2.2. Nature of Web Site. Tyler shall maintain a web site accessible over the Internet, for Subscriber. This web site shall contain both static information pages, non-static interactive pages as well as payment function pages. The web site shall allow a citizen with Internet access to view relevant data provided by Subscriber. This data may include certain data elements from

## **Section B**

Subscriber's Tyler Software System. This web site shall be equipped to accept payment of amounts owed to Subscriber, via Secured Socket Layer (SSL) encryption and credit card or debit card charge.

- 2.3. Data Procurement. Tyler must host the components and services listed in the Investment Summary of this Agreement. The Subscriber will be required to setup a merchant account with Electronic Transaction System Corporation or authorized.net for the sole use of Tyler Web Service transactions. The merchant account must be setup to fund to the Subscriber bank account. All fees for the merchant account will be paid by Subscriber.

Subscriber will be required to install and run Tyler Web Services in order for the Tyler On-Line application to access and transfer the necessary data from the Subscriber's primary software system, to Tyler's web server. The transfer will occur on a real time basis. Additionally, certain information, such as payment information, must be conveyed to Subscriber. Tyler will assume responsibility for transferring such information back to Subscriber on a regular basis. Tyler Web Services requires a dedicated IP address. Assignment of dedicated IP address is the sole responsibility of Subscriber.

- 2.4. LICENSED SOFTWARE OWNERSHIP. Subscriber agrees that Tyler possesses exclusive title to and ownership of the Tyler Software.

- a. Subscriber agrees that Subscriber acquires neither ownership nor any other interest in the Tyler Software, except for the right to use and possess the Tyler Software in accordance with the terms and conditions of this Agreement.
- b. All rights not expressly granted to Subscriber in this Agreement are retained by Tyler.
- c. Subscriber agrees that Tyler Software including, but not limited to, systems designs, programs in source and/or object code format, applications, techniques, ideas, and/or know-how utilized and/or developed by Tyler are and shall remain the exclusive property of Tyler. Subscriber agrees that the Tyler Software consists of Tyler's trade secrets. Tyler shall retain all copyrights in the Tyler Software, whether published or unpublished.
- d. Tyler agrees that all data provided to Tyler for the purposes of generating the web site shall remain the property of Subscriber. Should Subscriber terminate the Internet Services in good standing and in accordance with the termination provisions of this Agreement, Tyler agrees to return to Subscriber, all graphics, text documents, and data files held by Tyler.

- 2.5. SUBSCRIBER MEMBERSHIP FEES. For establishing new Tyler Web Services, the Subscriber shall pay to Tyler the amounts as stated in the Investment Summary.

- 2.6. INSITE FEES. Tyler may increase the INSITE per-transaction fee for online payment no more than once per year with prior written notice.

- 2.7. NOT ASSIGNABLE. The rights of the Subscriber under this Agreement are not assignable without the prior written consent of Tyler. Any attempt to sublicense, assign, encumber or transfer any of the rights, duties or obligations under this Agreement by the Subscriber is void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted assigns and successors.

## **Section B**

- 2.8. **SOFTWARE MAINTENANCE.** This SUBSCRIPTION AGREEMENT includes unlimited telephone support, support by communication modem, and all software upgrades, enhancements and new releases. Tyler reserves the right to change the functionality of future releases of its software and Subscriber understands that Tyler is not obligated to include specific functionality in future releases unless provided for herein.
- 2.9. **PARTIAL INVALIDITY.** Should any provision or clause of this Agreement be held to be invalid, such invalidity shall not affect any other provision or clause hereof, which can be given effect without such invalid provision or clause.
- 2.10. **RESPONSIBILITY OF DATA.** Tyler will assume responsibility for all data transfer, but not responsible for data accuracy.
- 2.11. **SITE REQUIREMENTS.**
- a. Subscriber shall maintain a high speed internet connection (1.5mbps download AND 512kbps upload) with a static IP address and must be able to provide Tyler with IP connection to Subscriber's network through Citrix GotoAssist, VPN, Citrix, or Microsoft Terminal Services. Tyler shall use the connection to assist with problem diagnosis and resolution. Tyler is not responsible for purchase of VPN client software license or configuration of Subscriber's firewall settings. No wireless Internet connections allowed.
  - b. Tyler shall provide Subscriber with remote support through the use of secure connection over the Internet connection via Citrix GotoAssist. If Subscriber will not allow access through GotoAssist, Tyler cannot guarantee support standards will be met.
- 2.12. **PROPRIETARY INFORMATION.**
- a. Distribution of Tyler Software. Subscriber may not sell, assign, transfer, disclose, or otherwise make available, either directly or indirectly, any object code, documentation or other material relating to the Software, in whole or in part, or any copy of the same in any form, to any other person or entity.
  - b. Software as Trade Secret. Subscriber shall maintain the confidentiality of the Software and unless specifically authorized by Tyler or except for ordinary and necessary backup purposes, Subscriber may not make or have made any copies of the Software or any part thereof. Subscriber shall include Tyler's proprietary notice or other legend on any copies made by Subscriber as permitted hereunder.
- 2.13. **WARRANTY, DISCLAIMER, LIMITATION ON LIABILITY.** Tyler warrants that the Software will substantially conform to current specifications delivered by Tyler to Subscriber pursuant to this Agreement, including Tyler's response to the Request for Proposal for six (6) months following installation; provided, however, that Tyler's warranty hereunder shall not cover or apply to any software or part thereof that is not developed or designed by Tyler. In the event that the Software is found to be defective in such respect and Subscriber notifies Tyler in writing within six (6) months after its receipt of the Software of any substantial non-conformity of the Software with such specifications, Tyler's sole obligation under this warranty is to remedy such defect within a reasonable time. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS MADE IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS



## **Section B**

FOR A PARTICULAR PURPOSE. TYLER SHALL IN NO EVENT BE LIABLE FOR DAMAGES THAT EXCEED THE AMOUNT OF THE CHARGES PAID BY SUBSCRIBER HEREUNDER FOR THE DEVELOPMENT AND LICENSE OF THE SOFTWARE. IN NO EVENT SHALL TYLER BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS, REVENUES OR DATA, EVEN IF TYLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 2.14. HOLD HARMLESS. Subscriber agrees that it will hold Tyler harmless against any claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or relating to
- a. Subscriber's failure to implement any corrections, improvements and new releases relating to the Software, or any part thereof,
  - b. Subscriber's unauthorized alterations to or use of the Software, or
  - c. Subscriber's breach of any of its obligations to maintain the confidentiality of the Software or Subscriber's unauthorized copying thereof.
- 2.15. TERMINATION. This Agreement or any license referenced hereunder may be terminated by Tyler upon written notice to Subscriber if Subscriber performs any breach of the terms of this Agreement. At the date of termination of this Agreement, Subscriber shall promptly return to Tyler any Software, related documentation, materials and other property of Tyler then in its possession, and any copies thereof wherever located. Notwithstanding the foregoing, all provisions hereof relating to confidentiality of the Software shall survive the termination of this Agreement.
- 2.16. GENERAL.
- a. This Agreement shall be governed by the laws of Subscriber's state of domicile and constitutes the entire Agreement between the parties hereto with respect to the Software described herein, and shall supersede all previous or contemporaneous negotiations, commitments and writings with respect to the matters set forth herein.
  - b. All acceptances by Tyler of purchase orders and all sales by Tyler are expressly limited to and made on the basis of the terms and conditions set forth herein, notwithstanding receipt or acknowledgment of Subscriber's order forms or specifications containing additional or different provisions, or conflicting oral representations by an agent, representative or employee of Tyler. Any such additional or different terms are hereby objected to. All acceptances by Tyler are expressly conditional on Subscriber's assent to the additional or different terms and conditions set forth in this Agreement. If these terms and conditions are not acceptable, Subscriber should notify Tyler at once.



AMENDMENT TO SUBSCRIPTION AGREEMENT

This Amendment is made between Tyler Technologies, Inc., with offices at 5519 53rd Street, Lubbock, Texas 79414 ("Tyler") and the City of Belton, with offices at 7001 E. 163rd Street, Belton, Missouri 64012 ("Client").

WHEREAS, Client and Tyler are parties to the contract numbered 2011-0061 dated June 15, 2011 governing Client's access to the software and services ("Software") described therein; and

WHEREAS, the term of the Agreement expires June 30, 2015;

NOW THEREFORE, In consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

- 1. The term of the Agreement is hereby renewed for a four (4) year term commencing on July 1, 2015 and expiring on June 30, 2019 ("Term").
2. Upon execution of this Amendment, Tyler shall invoice Client \$12,300 for the first year's annual subscription fee, and \$12,300 for subsequent annual subscription fees on each anniversary of that date through the end of the Term.
3. The subscription fees are based on the number of users described in the Agreement, and the Software may be accessed by no more than this number. Additional user subscriptions may be added during the Term at the same pricing as that for the current subscriptions, prorated for the remainder of the Term in effect at the time the additional user subscriptions are added.
4. All terms and conditions of the Agreement no herein amended shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date(s) set forth below.

Tyler Technologies, Inc.
Local Government Division

City of Belton

By: [Signature]
Name: S. Brett Cole
Title: President, LGD
Date: 3/5/15

By: [Signature]
Name: Laura ELLIS
Title: COURT Administrator
Date: 2/26/15



## Subscription Agreement

Local Government Division

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*Agreement between:*

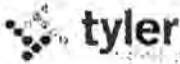
**Tyler Technologies, Inc**  
5519 53rd Street  
Lubbock, Texas 79414  
(800) 646-2633  
(806) 797-4849 Fax

And

**City of Belton, MO**  
506 Main St  
Belton, MO 64012  
(816) 331-2798

*Issued date:*

April 26, 2011



AGREEMENT

This agreement is entered into by and between Tyler Technologies, Inc., hereinafter referred to as COMPANY, located at 3519 53rd Street, Lubbock, Texas 79414; and City of Belton, MO hereinafter referred to as CLIENT on, 2011.

COMPANY and CLIENT agree as follows:

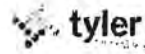
- 1. COMPANY shall furnish the products and services as described in this Agreement, and CLIENT shall pay the prices set forth in this Agreement.
2. This Agreement consists of this Cover and the following Attachments and Exhibits:
Section A Investment Summary (A-F)
Section B COMPANY Agreement Terms and Conditions
3. The License Fees set forth in the Investment Summary are based on defined category levels. Placement within a category is based on the size of the organization serviced and measured by such factors as operating budget, number of employees, number of utility accounts, number of sworn officers, population of the entity, etc.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Agreement hereunto executed this Agreement effective as of the date last set forth below.

Client: City of Belton, MO
By: Laura Ellis
Signature
LAURA ELLIS
Printed Name
COWI Administrator
Title
June 15, 2011
Date
12486710
Sales Tax Certificate Number

Tyler Technologies, Inc.:
By: Janet Joiner
Signature
Janet Joiner
Printed Name
Executive Vice-President, Finance, LGD
Title
4/26/11
Issue Date

**Investment Summary**  
 Laura Ellis  
 City of Belton, MO



<b>Prepared for:</b>	City of Belton, MO	<b>Contract ID #:</b>	1011-0061
<b>Contact Person:</b>	Laura Ellis	<b>Issue Date:</b>	4/26/11
<b>Address:</b>	506 Main St Belton, MO 64012	<b>Salesman:</b>	R. Frazzini R. Burns
<b>Phone:</b>	(816) 331-2798	<b>Tax Exempt:</b>	Yes / No
<b>Fax:</b>	(816) 322-4620		
<b>Email:</b>	laaello@beltonmo.org		

Product Service & Equipment	On Signature	At Project Occur	Total	Amount Paid
Total Subscription Fees	12,300.00		12,300.00	12,300.00
Total Professional Services		10,000.00	10,000.00	
Professional Services Implementation Credit		(10,000.00)	(10,000.00)	
<b>Total</b>	<b>12,300.00</b>	<b>0.00</b>	<b>12,300.00</b>	<b>12,300.00</b>

*Please Note: Travel expenses will be billed as incurred.*



## Subscription Summary

Laura Elle  
 City of Belton, MO  
 April 28, 2011



### Cost Summary - Existing Customer

Professional Services & Hardware	Cost
Implementation Services (Existing Customers)	10,000
Implementation Credit	(10,000)
<b>Services</b>	<b>-</b>

Subscription	Annual Fees
Length of Agreement	4 Years - 48 Months
Number of Users	5
Estimated Fee	12,300
<b>Summary</b>	<b>12,300</b>

*\*\*Note: Additional users may be added at any time at the per user rate of \$227*

### Description

- Maintenance and Support
- High speed FTP connection to INCODE Network
- Daily Back-up Monitoring
- Data integrity check
- Off-site backup
- Assistance with establishing Managed Hosting Connection

**Software Licenses**

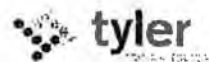
Laura Ellis  
City of Belton, MO  
April 26, 2011



Application Software	QTY
Incode Court Case Management Suite Criminal Court Case Management Citation Issuing Device Interface	1
System Software	
System Software System Software	

**Professional Services**

Laura Ellis  
City of Belton, MO  
April 26, 2011



<u>Application Professional Services Summary</u>	<u>Estimated Hours</u>	<u>Estimated Services</u>
INCODE Professional Services		
INCODE v.X Migration Services	80	10,000
<b>Professional Services Total</b>	<b>80</b>	<b>10,000</b>

<u>Implementation Services Breakdown</u>	<u>QTY</u>	<u>Estimated Hours</u>	<u>Estimated Services</u>
<b>Professional Services</b>			
INCODE Migration Services			
INCODE v.X Court Migration Services		80	10,000
<b>Professional Services Subtotal</b>		<b>80</b>	<b>10,000</b>

## COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

### 1) LICENSES

COMPANY shall grant to CLIENT and CLIENT shall accept from COMPANY, a non-exclusive, revocable, nontransferable, non-assignable license to use the software products solely for CLIENT's own internal business purposes. Ownership of the software products, any modifications and enhancements to such software products and any related interfaces listed in the Investment Summary shall remain with COMPANY, and COMPANY grants limited License to the CLIENT to use these products. Unless otherwise specified on the Investment Summary: (a) the Licensed Property is purchased as User subscriptions and may be accessed by no more than the specified number of Users; (b) additional User subscriptions may be added during the Term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the Term in effect at the time the additional User subscriptions are added; and (c) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User; provided, however, that User subscriptions may be reassigned to new Users replacing former Users who no longer require ongoing use of the Licensed Property.

### 2) PRICE

a) The four year financial obligation of the CLIENT to COMPANY for the software products and services listed in the Investment Summary herein shall be as outlined in the Agreement. The price shall be payable by the CLIENT to COMPANY as provided in Section III hereof.

b) Services utilized in excess of those specified in the Investment Summary herein and additional related services not specified in the Investment Summary will be billed at the then current rate for the service as they are incurred. Any modifications or adjustments to the financial obligation of the CLIENT shall be effective only if contained in a written Change Order or similar written instrument signed by both parties.

c) The fees and other charges set forth in the Investment Summary do not include any tax or other governmental impositions including, without limitation, sales, use or excise tax. All applicable sales tax, use tax or excise tax shall be paid by the CLIENT and shall be paid over to the proper

authorities by the CLIENT or reimbursed by the CLIENT to COMPANY on demand in the event that COMPANY is responsible or demand is made on COMPANY for the payment thereof. If tax exempt, CLIENT must provide COMPANY with its tax exempt number or form.

### 3) PAYMENT

a) Upon receipt of executed Agreement, COMPANY will invoice CLIENT for the first year annual usage fee and in each year through the end of the Term of this Agreement CLIENT will remit to COMPANY Subscription fees in the amount shown in the Investment Summary of this Agreement with payment due within ten (10) days of the current year invoiced. COMPANY will invoice CLIENT in accordance with the terms of the Agreement. Until notified otherwise, COMPANY shall mail invoices to the attention of CLIENT Contact at the address on the cover of the Investment Summary of this Agreement for approval in accordance with the terms of this Agreement. Unless otherwise stated in this Agreement, payment is due upon invoice. CLIENT will have a renewal option six (6) months prior to Agreement expiration.

b) Upon receipt of executed Agreement, COMPANY will credit CLIENT's account any paid annual software maintenance fees from the execution date through the end of the maintenance term.

c) CLIENT ACKNOWLEDGES THAT CONTINUED ACCESS TO THE HOSTED APPLICATIONS LISTED IN THE INVESTMENT SUMMARY IS CONTINGENT ON CLIENT'S PAYMENT OF SUBSCRIPTION FEES. IF CLIENT FAILS TO REMIT ANY REQUIRED SUBSCRIPTION FEES, AND THE AMOUNT IN ARREARS IS THIRTY (30) DAYS OR OLDER, COMPANY SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AND DENY ACCESS TO THE HOSTED APPLICATIONS FOLLOWING THIRTY (30) DAYS WRITTEN NOTICE OF ITS INTENT TO TERMINATE.

d) CLIENT agrees to pay other fees related to this Agreement as listed according to milestones within the Investment Summary.

e) CLIENT agrees to make fee payments for added Users during any Term of this Agreement.

f) In the event of any disputed invoice, CLIENT

## **COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS**

shall provide written notice of such disputed invoice to Attention: COMPANY Controller at the address listed on the cover of this Agreement. Such written notice shall be provided to COMPANY within fifteen (15) calendar days of CLIENT's receipt of the invoice. An additional fifteen (15) days is allowed for the CLIENT to provide written clarification and details for the disputed invoice. COMPANY shall provide a written response to CLIENT that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by COMPANY and CLIENT to resolve any issues presented in CLIENT's notification to COMPANY. CLIENT may withhold payment of only the amount actually in dispute until COMPANY provides the required written response, and full payment shall be remitted to COMPANY upon COMPANY's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if COMPANY is unable to complete all material action steps required to remedy the disputed matter because CLIENT has not completed the action steps required of them, CLIENT shall remit full payment of the invoice.

g) Any invoice not disputed as described above shall be deemed accepted by the CLIENT. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, COMPANY reserves the right to suspend delivery of all services under the Investment Summary.

#### **4) LIMITATION OF LIABILITY**

In no event shall COMPANY be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the software or hardware products. In no event, shall COMPANY be liable for damages in excess of amounts paid by CLIENT for the Subscription fees identified in the Investment Summary. This limitation applies to all causes of action in the aggregate, including without limitation breach of warranty, negligence, strict liability and misrepresentation and other torts. The license fees herein reflect and are set in reliance upon this

allocation of risk and the exclusion of such damages as set forth in this Agreement.

#### **5) LIMITED WARRANTY**

COMPANY warrants that the then current, unmodified version of the COMPANY Software Products will substantially conform to the then current version of its published current specifications. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR VERBAL, STATUTORY OR OTHERWISE, AND WHETHER ARISING UNDER THIS AGREEMENT OR OTHERWISE ARE HEREBY EXCLUDED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **6) CONFIDENTIALITY**

a) Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take reasonable action to prevent such disclosure by its employees or agents. It is further acknowledged that complaint issues relating to the products listed in the Investment Summary of this Agreement may directly involve personnel of both parties, therefore any initial meeting to discuss complaints resulting from the performance of the products covered in this Agreement will occur in a closed session.

b) The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement.

#### **7) RESOLUTION OF DISPUTES**

a) In the event of disputes pertaining to performance levels, upon COMPANY's failure to meet mutually agreed upon performance levels for three consecutive months, each party shall appoint an authorized representative to cooperate in developing a mutually agreeable problem resolution plan which shall include a description of internal diagnostic procedures. COMPANY shall perform

## **COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS**

according to the problem resolution plan and shall be responsible for updating any hardware on COMPANY's site or taking additional action within COMPANY's control to reach the agreed upon performance level.

b) In the event of a dispute between the parties under this Agreement pertaining to pecuniary damages or losses, the matter shall be settled in accordance with the then prevailing rules of the American Arbitration Association.

### **8) TERMINATION, CANCELLATION OR MODIFICATION**

This Agreement may not be terminated, cancelled or modified except by the written mutual consent of both parties or as otherwise provided in this Agreement. Upon termination, cancellation or non-renewal of this Agreement, any licenses for the versions of the applications that CLIENT licensed prior to this Agreement shall remain with CLIENT under the terms of prior license Agreements. Upon termination, cancellation, or non-renewal of this Agreement, the licenses provided under this Agreement shall be automatically terminated, and CLIENT's access to the licensed applications shall be denied. In the event of termination or cancellation, CLIENT will be responsible for payments made by COMPANY, or payments due from COMPANY, to any third parties for the purchase of Systems software, other third party software or hardware delivered to CLIENT's site as of the date of termination or cancellation. In the event of termination or cancellation prior to the expiration of the term of this Agreement, CLIENT shall make a payment to COMPANY for an early exit fee and any expenses incurred by COMPANY prior to and/or during the exit process.

### **9) SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

### **10) NOTICES**

All notices required or permitted to be given

hereunder shall be in writing and shall be delivered in hand or sent by first class mail, postage prepaid, to the parties at the addresses on the cover of this Agreement.

### **11) NO INTENDED THIRD PARTY BENEFICIARIES**

This Agreement is entered into solely for the benefit of COMPANY and CLIENT. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

### **12) NONAPPROPRIATION**

CLIENT intends to remit and reasonably believes that moneys in an amount sufficient to remit all Subscription payments under this Agreement can and will lawfully be appropriated. CLIENT acknowledges that appropriation of moneys for the Subscription payments beyond the current fiscal year is a governmental function to which CLIENT cannot contractually commit and this Agreement does not constitute (i) a multiple-fiscal year direct or indirect debt or financial obligation; or (ii) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (iii) an obligation creating a pledge of or a lien on tax or general revenues. If CLIENT's governing board does not approve an appropriation of funds for the payment of Subscription payments coming due during the following fiscal year(s), CLIENT shall have the right to terminate this Agreement on the last day of such fiscal year and return the Property without penalty or expense to CLIENT in accordance with Section 8 of this Agreement; provided, however, CLIENT shall give COMPANY at least sixty (60) days prior written notice of such non-appropriation and the resulting termination of this Agreement. CLIENT acknowledges that this non-appropriation provision is not intended to be used as a substitute for convenience termination nor for the purpose of replacing the Property with property or services intended to perform substantially similar functions. CLIENT, therefore, agrees to the extent permitted by applicable law (i) not to utilize these non-appropriation provisions for such purposes and (ii) if this Agreement is terminated because of non-appropriation of funds, not to purchase, lease, rent, or otherwise acquire property or services which are intended to perform substantially similar functions



## **COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS**

as those provided by the Property during the fiscal year following termination of this Agreement.

### **13) ENTIRE AGREEMENT**

This Agreement represents the entire agreement of CLIENT and COMPANY and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. CLIENT hereby acknowledges that in entering into this Agreement it did not rely on any representations or warranties other than those explicitly set forth in this Agreement.

### **14) GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the CLIENT's State of domicile.

### **15) APPROVAL OF GOVERNING BODY**

CLIENT represents and warrants to COMPANY that this Agreement has been approved by its governing body and is a binding obligation upon CLIENT. CLIENT represents and warrants that funds are appropriated and/or arrangements have been made with a third party financier. Both persons executing this Agreement have been duly authorized and empowered to enter into this Agreement.

## **PROFESSIONAL SERVICES**

### **1) SERVICES PROVIDED**

COMPANY shall provide some or all of the following services to CLIENT, as evidenced in the attached Investment Summary:

- a) Installation as described in the Investment Summary;
- b) Conversion of CLIENT's existing data as set forth in the Investment Summary. CLIENT is responsible for reading and complying with COMPANY's Conversion Statement.
- c) Training/Implementation as set forth in the Investment Summary; and
- d) Consulting/Analysis as set forth in the Investment Summary.

### **2) VERIFICATION TESTING OF THE SOFTWARE PRODUCTS**

- a) At the CLIENT's request, within thirty (30) days after the Subscription site has been setup for the CLIENT, COMPANY will test the software products in accordance with COMPANY's standard verification test procedure. Demonstration shall

constitute CLIENT's verification that the software products substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. Additional fees would apply to CLIENT if this option is chosen.

- b) At its option, CLIENT may perform CLIENT's own defined internal validation process to test the software to substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. Such validation test shall constitute CLIENT's verification.

- c) Notwithstanding anything contrary herein, CLIENT's use of the software products for its intended purpose shall constitute CLIENT's verification of the software products, without exception and for all purposes.

- d) Verification or validation, by CLIENT, that the software products substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT shall be final and conclusive, except for latent defect, fraud, and such gross mistakes that amount to fraud. In the event said verification becomes other than final, or becomes inconclusive, pursuant to this paragraph, CLIENT's sole right and remedy against COMPANY shall be to require COMPANY to correct the cause thereof.

- e) COMPANY shall correct any functions of the software products which failed the standard verification testing or failed to comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. If CLIENT has made modifications to the software programs, COMPANY will not make such corrections, unless such modifications were specifically authorized in writing by COMPANY.

### **3) PROFESSIONAL SERVICES FEES**

- a) Notwithstanding specific prices to the contrary identified in the Investment Summary, all services will be invoiced in hourly increments as delivered,

## **COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS**

plus travel and other expenses, plus a 10% travel processing fee. CLIENT agrees to pay COMPANY for the actual amount of training provided. CLIENT acknowledges that the Investment Summary represents only an estimate of time required to complete all phases of this Agreement.

b) Upon the completion of each service day, or group of days, COMPANY will present a Daily Log. CLIENT will sign the report indicating acceptance of the service day and its subsequent billing, or noting reasons for CLIENT's non-acceptance of such. This acceptance is final.

c) CLIENT is not charged for travel time to and from the CLIENT's site. Only time spent on-site is billed as training time, with the exception of those cases in which the CLIENT requires the COMPANY trainer(s) to travel on the weekend, in which case CLIENT will be billed for weekend travel time at a rate of \$500 per weekend day.

d) If CLIENT travels to COMPANY location for training, then CLIENT agrees to pay all expenses related to transportation of CLIENT's employees.

e) All requests for supporting documentation shall be made within thirty (30) calendar days of invoice delivery. Such documentation will consist of quoted internet rates within 7 days from the date the request is received by the COMPANY and not actual receipts. Such quotes will be deemed acceptable documentation if price is within 25% of actual amounts charged to CLIENT, adjusted by unusual or seasonal travel circumstances.

f) The rates for Verification Testing shall be the same as the Training/Implementation rates set forth in the Investment Summary.

g) Payment is due within thirty (30) calendar days of invoice.

#### **4) TRAINING ENVIRONMENT**

If training is being conducted at the CLIENT's site, the CLIENT is responsible for providing a productive environment to conduct training. COMPANY is not responsible for its inability to conduct training or for inadequate training arising due to interruptions and/or unavailability of CLIENT personnel to be trained. Time spent on-site by COMPANY that results in non-productive training time beyond COMPANY's control will be billed as training time. COMPANY will make reasonable efforts to schedule training on dates

requested by the CLIENT. Trainers will be on-site approximately noon Monday through noon Friday. This allows appropriate travel time to and from the CLIENT's site.

#### **5) SITE REQUIREMENTS**

a) CLIENT shall maintain a high speed internet connection (minimum 1.5mbps download AND 512kbps upload) and must be able to provide COMPANY with IP connection to CLIENT's network through Citrix GotoAssist, VPN, Citrix, or Microsoft Terminal Services. CLIENT shall use the connection to facilitate access to hosted software. COMPANY shall use the connection to assist with problem diagnosis and resolution of software support incidents. COMPANY is not responsible for purchase of VPN client software license, client connectivity issues due to bandwidth saturation, or configuration of CLIENT's firewall settings.

b) COMPANY shall provide CLIENT with remote support through the use of secure connection over the Internet connection via Citrix GotoAssist. If CLIENT will not allow access through GotoAssist, COMPANY cannot guarantee support standards will be met. COMPANY will make every effort to support CLIENT's operating environment but cannot guarantee compatibility with all CLIENT devices or third party software applications.

#### **6) PROJECT MANAGEMENT**

CLIENT agrees to designate in writing a primary contact (the "Project Manager") to represent CLIENT and help coordinate CLIENT's personnel during the design, development, installation, training and maintenance of the system. The Project Manager shall have the authority to amend delivery schedules, seek additional services hours, and authorize other changes to this Agreement.

#### **7) ADDITIONAL SERVICES**

Services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at COMPANY's then current market rate for the service as they are incurred. Travel and other expenses, plus a 10% travel processing fee will be billed as delivered.

**8) LIMITATION OF LIABILITY** COMPANY shall not be liable for inaccurate data in COMPANY's application software which is the result of conversion of inaccurate data from the

## **COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS**

previous system. COMPANY's liability for damages arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the professional service fees identified in the Investment Summary. The CLIENT shall not in any event be entitled to, and COMPANY shall not be liable for, indirect, special, incidental, consequential or exemplary damages of any nature. The professional service fees set forth in the Investment Summary reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Professional Services Agreement.

### **9) TERMINATION, CANCELLATION**

In the event of cancellation or termination of this Professional Services Agreement, whether for cause or non-appropriation, CLIENT will make payment to COMPANY for all services and expenses delivered or incurred prior to the termination or cancellation of this Professional Services Agreement.

# **SECTION VI**

## **E**

**AN ORDINANCE AUTHORIZING AND APPROVING SPECIAL PERMIT CONDITIONS WITH A LIMITED ACCESS EASEMENT TO CITY PROPERTY AND WAIVER OF ACCESSORY BUILDING REGULATIONS TO MAINTAIN AN EXISTING STORAGE SHED AND CONSTRUCT A FENCE AT 412 BRADFORD LANE, BELTON, MISSOURI PARTIALLY LOCATED ON CITY PROPERTY AND WITHIN A DESIGNATED STREAM BUFFER.**

**WHEREAS**, the property owners, Todd and Sarah Christy, at 412 Bradford Lane would like to construct a fence in order to increase the value of their property and provide additional security; and

**WHEREAS**, the permit process revealed the subject property to be partially in the stream buffer; and

**WHEREAS**, in addition to the fence, an accessory structure had been erected partially on property owned by the city; and

**WHEREAS**, after working with city staff, an easement and waiver have been drafted to allow access to the accessory structure as well as allowing a fence in the desired area; and

**WHEREAS**, the City Council believes that this easement and waiver shall provide for fair and appropriate use of land and protection of the stream buffer due to the unique shape of the platted Christy Property, previous construction of the shed, the requirements of municipal accessory uses and structure regulations, and special standards and regulations as to maintenance of stream buffer facilities.

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

**Section 1.** That the City Council hereby authorizes and approves the Special Permit Conditions with a Limited Access Easement to City Property and Waiver of Accessory Building Regulations, herein attached and incorporated as Exhibit A to this ordinance.

**Section 2.** That the Mayor is authorized to sign the easement and waiver document on behalf of the City of Belton.

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

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

READ FOR THE FIRST TIME: April 25, 2017

READ FOR THE SECOND TIME AND PASSED:

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2017, and thereafter adopted as Ordinance No.2017-\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2017, 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



---

***Title of Document:*** Special Permit Conditions with a Limited Access Easement to City Property and Waiver of Accessory Building Regulations

***Date of Document:*** April \_\_\_\_\_, 2017

***Grantors:*** City of Belton, Missouri  
506 Main Street  
Belton, Missouri 64012

***Grantee:*** Todd and Sarah Christy  
412 Bradford Lane  
Belton, Missouri 64012

***Legal Description:*** See Exhibit C - 1

***Reference Book and Page(s):*** [ADD RECORDING INFO.]

**SPECIAL PERMIT CONDITIONS WITH A  
LIMITED ACCESS EASEMENT TO CITY PROPERTY AND WAIVER OF ACCESSORY  
BUILDING REGULATION**

THIS SPECIAL PERMIT CONDITIONS WITH A LIMITED ACCESS EASEMENT TO CITY PROPERTY AND WAIVER OF ACCESSORY BUILDING REGULATION ("Easement") is executed as of this \_\_\_\_ day of April, 2017 ("Effective Date"), by ("Grantor"), City of Belton, Missouri, a charter city and political subdivision of the State of Missouri ("City"), whose mailing address is City Hall, 506 Main Street, Belton, Missouri 64012 for the benefit of Todd and Sarah Christy ("Grantees"), whose mailing address is 412 Bradford Lane, Belton, Missouri 64012.

**RECITALS**

- A. Grantor is the fee owner of the property commonly known as the \_\_\_\_\_ including designated floodplain and stream buffer areas adjacent to the Bradford Place Subdivision and legally described in the attached **Exhibit "A-1"** and depicted in a GIS map in the attached Exhibit **"A-2"** ("City's Property"); and
- B. Grantees are the fee owner of the property commonly known as 412 Bradford Lane, Belton, Cass County, Missouri, 64012 and legally described in the attached **Exhibit "B"** ("Christy Property"); and
- C. Grantees had previously constructed an accessory building - a 4 foot by 8 foot storage shed - in the rear yard of the Christy Property under the belief that the shed was constructed fully within the property boundary of their lot within the Bradford Place Subdivision and in compliance with applicable municipal codes regulating the placement of the shed; and
- D. Grantees later discovered when applying to place a fence around the rear yard of the Christy Property that the shed was only partially on the Christy Property and the back half was sitting on City's Property, adjacent to a designated floodplain area and within a designated stream buffer area; and
- E. Due to the shed's location, the shed violates the Unified Development Code of the City of Belton Missouri, Chapter 4, Section 4-1 (b) (1) which requires accessory structures to be located no closer than five (5) feet from any side or rear lot line.
- E. Due to the unique shape of the platted Christy Property, previous construction of the shed, the requirements of municipal accessory uses and structure regulations, and special standards and regulations as to maintenance of stream buffer facilities, the parties desire to enter into this Special Permit Conditions with a Limited Access Easement to City Property AND WAIVER OF ACCESSORY BUILDING REGULATION; and
- F. Protection of the public stream buffers and private property improvements will maintain the health, safety and welfare of the citizens of Belton and the value of residential property within the city limits.

## CONDITIONS, EASEMENT AND WAIVER

1. Grant of Limited Access to Easement Area. Grantor does hereby grant unto Grantee, and Grantees' successors and assigns, a limited access easement for the placement of an accessory building (residential storage shed) and fence over, under and through the Easement Area as legally described on the attached **Exhibit "C-1"** and depicted on the attached map as **Exhibit "C-2"** (the "Easement Area").
2. Title; Existing Easement. Grantor states that Grantor is lawfully seized of indefeasible title in fee to the Grantors' Property through which the Easement Area is granted, and that Grantor has good and lawful right to convey the Easement Area to Grantee.
3. Easement Area. Grantees agree for Grantees and Grantees' heirs, successors or assigns, that the Easement Area shall be kept free from any other or additional buildings or any other structures or obstructions that would interfere with the flow of storm water or City in locating, laying, constructing, operating, maintaining or repairing the Easement Area. Grantees also agree for Grantees and Grantees' heirs, successors, or assigns, that no material change in grading or vegetation over the Easement Area will be made without the prior written approval of the Director of Public Works. This Limited Access Easement is just that, limited to the maintenance of a residential yard, storage shed and perimeter fence on this residential lot. If either the shed or fence needs repaired or replaced, the Grantees, their successors and assigns, may request a permit, if applicable, for repair or replacement of the same or similar structures, so long as the responsibilities and restrictions of this Easement are being met.
4. Compliance with Stream Buffer Regulations in Easement Area. Grantees shall maintain the Easement Area in accord with the City Storm Buffer Regulations herein attached as **Exhibit "D"**, and as may be amended from time to time by the City Council as part of the City's storm water management system. In the event Grantees fails in their duty and obligation to properly maintain the Easement Area consistent with the City's code of ordinances, the City with advance written notice, except in case of an emergency, to Grantees, shall have the right, but not the obligation, to enter upon the Easement Area to remedy the failure to maintain the Easement Area. If the City exercises this right, Grantees shall be assessed and agree to pay all reasonable expenses of such exercise and remediation.
5. Waiver of Accessory Structure Regulation. Grantor hereby grants unto Grantee a waiver of the requirement set forth in the Unified Development Code of the City of Belton Missouri, Chapter 4, Section 4-1 (b) (1) which requires accessory structures to be located no closer than five (5) feet from any side or rear lot line.

6. City Access to Easement Area. Grantor, its agents, employees or contractors shall have the right to enter and go upon the Easement Area, for the purpose of locating, constructing, maintaining, and repairing the City property including the waterway, stream, drainage facilities, utilities or any other area or facility necessary to maintain the public property in or upon the Easement Area and shall upon completion of such construction, maintenance or repair, cause the land of Grantor to be restored to substantially the same condition that existed prior to Grantor's entry upon it. Grantor will notify the Grantees in writing reasonably in advance of access, except in the case of an emergency, to the Easement Area and may remove any fence sections necessary to gain access to the Easement Area. Grantors will repair or replace any fence sections damaged due to the negligent acts, errors or omissions, or willful or intentional misconduct of Grantor, its agents, employees or contractors. Grantees will be responsible for restoring or replacing the fence upon completion of the Grantor's access to the Easement Area. If Grantor requires access to the area in which the storage shed is located, the Grantor will request Grantee to move the storage shed with reasonable advance notice, except in the case of an emergency.
7. Termination of Limited Access Easement. At such time as the shed or fence is: (a) no longer located in the Easement Area, (b) in violation of property maintenance standards after written notice to Grantor and a reasonable opportunity to correct said violation, (c) destroyed, (d) removed and not replaced within twelve (12) months or (e) became an impediment to the storm water flow,<sup>5</sup> the grant of this Easement shall be terminated and the shed and fence, if any, shall be removed from the Easement Area by Grantee. In the event that the stream buffer regulations are violated as determined by the Director of Public Works with all City appeals exhausted, the limited access easement shall be terminated and the shed and fence, if any, shall be removed from the Easement Area by Grantee. Until this easement terminates, all of the provisions of this limited access easement shall constitute covenants running with the land and all rights and powers given to and obligations imposed upon the respective parties shall be construed as inuring to and binding upon the successors in interest and the assigns of the parties hereto, respectively.
8. City Not Liable. Grantor shall not be held liable for any damages to the improvements named in this Easement nor to any consequential damages that may occur as a result of these improvements being placed next to a designated floodplain and within a designated stream buffer area except for such damages which result from the negligent acts, errors or omissions, or willful or intentional misconduct of Grantor, its agents, employees or contractors..
9. City Council. The Belton City Council has approved the issuance of building and fence permits contemplated and conditioned by this Easement and authorized and directed City to execute and deliver this Easement by adoption of Ordinance No. 2017-\_\_\_\_\_ dated \_\_\_\_\_.

IN TESTIMONY WHEREOF, the Grantor has hereunto set its hand as of the Effective Date.

**GRANTOR**

**City of Belton, Missouri**

By: \_\_\_\_\_  
Mayor Jeff Davis

Attestation:

By: \_\_\_\_\_  
Patti Ledford, City Clerk

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

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jeff Davis, Mayor of the City of Belton, Missouri, a municipality and existing under and by virtue of the laws of the State of Missouri, and Patricia A. Ledford, City Clerk of the City of Belton, Missouri, who are personally known to me to be the same persons who executed, as such officials, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
[SEAL

**EXHIBIT A-1  
CITY PROPERTY LEGAL DESCRIPTION**



**EXHIBIT A-2**  
**CITY PROPERTY GIS MAP WITH FLOODPLAIN**  
**AND STREAM BUFFER AREAS DESIGNATED**



# 412 Bradford Lane

EXHIBIT  
A-2



**EXHIBIT B**  
**CHRISTY PROPERTY LEGAL DESCRIPTION**

Lot 54, Bradford Place Second Plat, a subdivision in Belton, Chase County, Missouri, according to the recorded plat thereof, of record in Plat Book 15, Page 95.



**EXHIBIT C-1  
EASEMENT AREA LEGAL DESCRIPTION**

**(TO BE WRITTEN BY GRANTEE'S SURVEYOR UPON  
APPROVAL BY CITY COUNCIL)**

A tract of land located in the Southwest Quarter of Section 12, Township 46 North, Range 33 West of the Fifth Principal Meridian, Belton, Cass County, Missouri, more particularly described as follows: Commencing at the Northwest corner of Lot 54, Bradford Place Second Plat, a subdivision in Belton, Cass County, Missouri, according to the recorded plat thereof, of record in Plat Book 15 at Page 95; thence North  $58^{\circ} 04' 31''$  East, along the Northerly line of said Lot 54, a distance of 40.75 feet to the True Point of Beginning; thence North  $36^{\circ} 34' 03''$  East, a distance of 29.65 feet; thence North  $66^{\circ} 16' 45''$  East, a distance of 29.74 feet to a point on said Northerly line; thence South  $48^{\circ} 20' 04''$  West, along said Northerly line, a distance of 39.17 feet; thence South  $58^{\circ} 04' 31''$  West, continuing along said Northerly line, a distance of 18.42 feet to the point of beginning and containing 280 square feet, more or less.

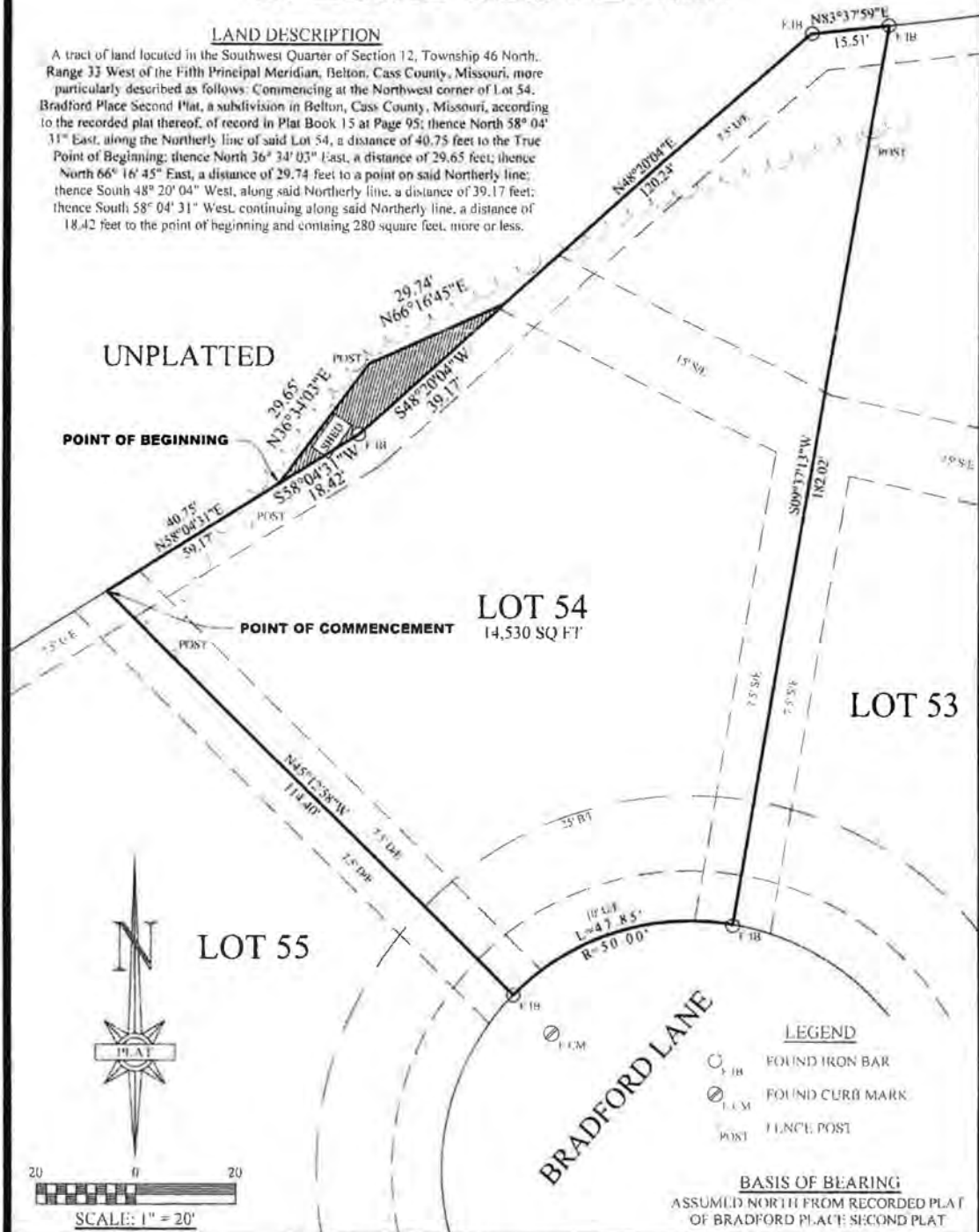
**EXHIBIT C-2  
EASEMENT AREA MAP**

**(TO BE DRAWN BY GRANTEE'S SURVEYOR UPON  
APPROVAL BY CITY COUNCIL)**

# SPECIAL USE PERMIT

## LAND DESCRIPTION

A tract of land located in the Southwest Quarter of Section 12, Township 46 North, Range 33 West of the Fifth Principal Meridian, Belton, Cass County, Missouri, more particularly described as follows: Commencing at the Northwest corner of Lot 54, Bradford Place Second Plat, a subdivision in Belton, Cass County, Missouri, according to the recorded plat thereof, of record in Plat Book 15 at Page 95; thence North 58° 04' 31" East, along the Northerly line of said Lot 54, a distance of 40.75 feet to the True Point of Beginning; thence North 36° 34' 03" East, a distance of 29.65 feet; thence North 66° 16' 45" East, a distance of 29.74 feet to a point on said Northerly line; thence South 48° 20' 04" West, along said Northerly line, a distance of 39.17 feet; thence South 58° 04' 31" West, continuing along said Northerly line, a distance of 18.42 feet to the point of beginning and containing 280 square feet, more or less.



### 412 BRADFORD LANE

**LOT 54**

**BRADFORD PLACE SECOND PLAT**

ORDERED BY:  
TODD CHRISTY  
412 BRADFORD LANE  
BELTON, MO 64012  
MOBILE: (816) 785-8835

#### LOT 54 DESCRIPTION:

(PER WARRANTY DEED RECORDED OCTOBER 04, 2016 AS INSTRUMENT #592467 IN BOOK 4053 AT PAGE 37)

LOT 54, BRADFORD PLACE SECOND PLAT, A SUBDIVISION IN BELTON, CASS COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, OF RECORD IN PLAT BOOK 15, PAGE 95

**HUFFMAN LAND SURVEYORS, LLC**  
P.O. Box 661  
Raymore, MO 64082  
Office: (816) 322-4544 Fax: (816) 321-4030  
Email: huffmanmgs@svbnet.net

APR 13, 2017



**EXHIBIT**  
C-2



## EXHIBIT D

### EXCERPTS FROM CHAPTER 32 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF BELTON, MISSOURI STORM WATER AND STREAM BUFFER REGULATIONS

#### **Sec. 32-1. - Stormwater detention requirements.**

All facilities and methods discussed in this section shall meet current APWA and building code requirements.

- (1) *Applicability.* The provisions of this chapter apply to all land disturbance construction activities including residential (single-family and multifamily), commercial and industrial development. Stormwater detention facilities shall be constructed and in operation prior to any construction of impervious surface and so noted on the engineering drawings.
- (2) *Developer responsibility.* There are many methods and/or combination of methods, which may be utilized to provide the amount of storage required. It is the responsibility of the developer to choose which method or combination of methods he or she will use. All required improvements must be designed and built according to the latest edition of the Kansas City Metropolitan APWA unless otherwise required by the City of Belton. Whenever these two are in conflict, the more restrictive applies.
- (3) *Methods of storage.* The following is a list of various methods of detention including conditions and limitations, which shall be observed in the selection of a method of detention.
  - a. *Rooftop storage.*
    1. Building codes require roof load designs for rain and snow. The design load may be converted to an equivalent water depth in inches, which can be safely contained on flat roofs.
    2. The maximum storage allowed for design purposes should not exceed this depth unless a building is designed to withstand a greater roof-load. The depth of water can be controlled by proper sizing of downspouts and by constructing scuppers through the parapet walls.
    3. Overflow drains should be used to protect against possible roof overloading. Roof-water tightness is required to prevent leakage from water accumulation.
  - b. *Parking lots.*
    1. Considerable area in commercial areas is occupied by parking lots. Planned correctly these paved areas can provide adequate detention with minimum inconvenience to the public and without functional interference. This method involves storage of runoff in depressions constructed near drains.
    2. In parking lots, detention is permitted to a maximum depth of seven inches. The maximum limits of ponding may not be designed closer than ten feet from a building unless waterproofing of the building and pedestrian accessibility are properly documented.

When detention is used on parking lots by means of retaining walls or curbs, these retaining walls and curbs shall be constructed with reinforced concrete and constructed according to APWA standards.
  - c. *Recreation areas.*
    1. Recreation areas, such as open space or sports fields, generally have a substantial area of grass cover which can have high infiltration rates. A secondary use of such

- recreation areas can be made by providing for limited detention storage of runoff from adjacent areas. Because these areas are not used during periods of precipitation, detention ponding should not impede their primary use.
2. To minimize the effects of detention, the recreation area should be designed so that it will thoroughly drain. Additionally, the vegetation used on the area should be tolerant of periodic inundation and wetness. The developer and the parks and recreation department should work closely to provide open space that can also be used for limited detention storage.
- d. *Dry reservoirs.* Dry reservoirs shall be designed in accordance with the latest revision of the Standard Specifications of the Kansas City Metropolitan Chapter of the American Public Works Association as modified below:
1. *Earth bottoms.* All dry detention facilities shall be constructed with earth bottoms unless there is not sufficient runoff to support a plant community as determined by the director of public works. The pond bottom shall be designed as a wetland and plantings shall be installed in accordance with wetland design criteria as specified in the latest revision of the Mid-America Regional Council and American Public Works Association "Manual for Best Management Practices for Stormwater Quality."
  2. *Maintenance.*
    - (i) Stormwater facilities shall be maintained by the owner or other responsible party as outlined in a maintenance agreement approved by the city council at the time of final plat approval.
    - (ii) Disposal of waste from maintenance of facilities shall be constructed in accordance with applicable federal, state and local laws and regulations.
    - (iii) Records of installation and maintenance and repair shall be retained by the owner or other responsible party for the current five year period and shall be made available to the city public works department upon request.
    - (iv) Any failure to maintain a stormwater facility in accordance with city requirements or to correct problems with a stormwater facility as required by the city after receipt of due notice shall be handled under the procedure for nuisances as outlined in the Belton City Code.
  3. *Inspection.*
    - (i) Stormwater systems shall be inspected by the city public works department during and after construction and annually thereafter to assure consistency with the approved stormwater management plan.
    - (ii) All stormwater systems shall be subject to the authority of the on-site detention inspection program of the city public works department to ensure compliance with this Code and may be inspected when deemed necessary.
    - (iii) Routine or area inspections shall be based upon such reasonable selection processes as may be deemed necessary to carry out the objectives of this chapter, including but not limited to, random sampling and/or sampling in areas with evidence of stormwater pollution, illicit discharges, or similar factors. Refer to Chapter 11, Article V of the City's Code of Ordinances for details on illicit discharges and the enforcement of the prohibition of illicit discharges.
- e. *Permanent lakes.* Permanent lakes must be constructed according to the Kansas City Metro APWA standards and specifications.
- f. *Underground storage.*
1. Stormwater runoff may be controlled by a holding tank or large size pipe. This method should be limited to areas where surface ponding is prohibited due to lack or high cost

of available land or areas where the surface topography is not conducive to above-ground storage.

2. These systems must be designed so that the water surface from the 25-year storm does not exceed the elevation of the top of the storage pipe or vault or come within six inches of the bottom of any inlet grate or exceed the top of any upstream pipe; and provision must be made to safely control the 100-year storm.
  3. Underground storage systems must be designed to be relatively maintenance free by using adequate trash screens at all inlets to the system and at the control structures avoiding the use of moving parts and avoiding the use of small control pipes and narrow weir openings.
  4. Privately maintained underground storage systems located on private property must be constructed of materials which have a similar expected life as that of the project. Tanks, vaults or oversized pipes and multiple parallel pipes may be used in these private systems.
  5. All underground storage systems must have a reasonable number and type of access locations to allow easy inspection and maintenance.
- (4) *Payment in lieu of detention.* Properties located within the Markey Regional Detention Watershed (defined as that property set out on Exhibit A) in lieu of providing for on-site detention in conjunction with improvements to the property, as required by section 32-1(1) of the UDC, may make a payment in lieu of storm water detention to the City (the "Payment") and utilize the City's Regional Detention Facility as shown on Exhibit A, (the Regional Detention Facility ). In order to be authorized to make a Payment and utilize the Regional Detention Facility the following must take place:
- a. *For development of property being platted.* An application (the "Application") on forms provided by the Public Works Department must be submitted at least 30 days prior to the Planning Commission's consideration of a preliminary plat which seeks to use the Regional Detention Facility in lieu of providing for on-site detention.
  - b. *For development of property not being platted.* If the proposed improvements to the property do not require a plat nor modifications to an existing plat, the Application must be provided with the site plan submitted for development review.
  - c. A drainage study (the "Drainage Study") must be filed with the Application and contain all of the information regarding the development proposed for the property being platted and its storm water detention needs. The Drainage Study shall be based on APWA 5600 and City of Belton's standards as set out in Section 36-69(b) of the UDC. The Drainage Study shall also include: a) an analysis of the proposed and existing runoff conditions of the site; b) an analysis of the capacity of downstream storm sewers, proposed storm sewer improvements and detention/retention ponds; c) a review of drainage areas that are adjacent to or that flow through the property being platted; and d) any and all other information reasonably request by the City (the "Study").  
  
The Director of Public Works or his designee shall have the sole discretion to approve of the Study and shall include such decision for approval to the City Council as part of its consideration of the agreement (the "Agreement") as described below.
  - d. The details of the Payment shall be set out in the Agreement between the City and the applicant and shall be expeditiously approved by the City Council:
    1. In the case of a development requiring a plat, the Agreement shall be approved by the City Council in conjunction with the approval of the preliminary plat.
    2. In the case of a development which does not require a plat, the Agreement shall be approved by a resolution or motion of the City Council.

- e. In all regards, the Payment shall be calculated at a rate (the "Rate") of \$5,100.00 per impervious acre of development as set out in the approved Study. The Payment for the property being developed shall be made to the City before a building permit will be issued for the development. After March 1, 2015 the Rate shall be increased every March 1st using an escalator fact based upon the Consumer Price Index for Construction.
- (5) *Dams, retention basins and siltation control.* Where dams are proposed in any subdivision, they must be designed by a professional engineer registered in the state. A preliminary engineering report including soil investigations and design procedures must be submitted to the director of public works for review. When a dam is planned on private property, the engineer must certify that the dam is constructed according to the approved plans and specifications.
- (6) *Stream buffer protection.*
- a. *Applicability.* This section applies to all land or new development within the stream corridor, as defined by this section and applied to designated stream segments identified on the Belton Stream Order Map and incorporated as a part of this section. No development shall occur on a parcel of land that is within or partially within the defined stream corridor, except in accordance with this section. This section does not apply to land or to development which:
    - 1. Is on land covered by an approved, unexpired final plat, preliminary plat, memorandum of understanding (MOU) or preliminary plan, where such approval was given prior to the effective date of the ordinance from which this section is derived;
    - 2. Is covered by an unexpired building permit issued prior to the effective date of this section, in accordance with the City Code, and platting was not required prior to issuance of a building permit;
    - 3. Is being used for agricultural operations; or
    - 4. If a development obtains a Federal Clean Water Act Individual 404 Permit allowing a stream to be relocated or otherwise altered, this section will apply to the new stream location and order. A copy of the approved 404 Permit shall be submitted with the buffer plan.
      - (i) No development shall be approved that proposes development on any parcel of land wholly or partially within the defined stream corridor unless the proposed development is in compliance with the applicable provisions of this section.
      - (ii) Except as otherwise provided by this section, the director of public works shall administer, implement and enforce the provisions of this section. The director may delegate any powers or duties granted by this Code to other city personnel or authorized representatives.
      - (iii) The city is authorized to develop administrative policies and guidelines to implement this section.
      - (iv) Stream buffers, as required by this section, are a part of the city's stormwater management program.
  - b. *Buffer and stream setback requirements.* All land development activity subject to this chapter shall meet the following requirements:
    - 1. *Plan requirements.*
      - (i) A buffer plan approved by the director of public works is required for all projects where development or redevelopment is to occur on property that includes or is adjacent to a stream. The plan shall set forth an informative, conceptual, and schematic representation of the proposed activity so as to enable the city an opportunity to make a reasonably informed decision regarding the proposed activity.



- (ii) The delineation of the stream buffer and its component zones shall be shown on any building construction plans, preliminary plat and final plat, as may be required by the City Code. The buffer plan shall be submitted in conjunction with the required preliminary plat and engineering plans for any development and the boundaries of the stream buffer shall be clearly delineated.
- (iii) A buffer plan shall contain the following information:
  - A. A location or vicinity map showing the limits of the FEMA-delineated 100-year flood limits.
  - B. Field-delineated and/or surveyed streams, springs, bodies of water (include a minimum of 150 feet into adjacent properties).
  - C. Labels for the stream buffer zones and any structures or activities by the zone where they are to be located.
  - D. An inspection and maintenance plan.
  - E. A planting palette in accordance with the latest revision of the Kansas City APWA Best Management Practices Manual.
- c. *Boundary markers.* Boundary markers shall be installed prior to final approval of the required clearing and grading plan.
- d. *Construction fencing.* Construction fencing shall be placed to delineate the buffer and shall be maintained throughout the construction of the project.
- e. *Final plats.* All final plats and survey documents prepared for recording shall clearly:
  - 1. Show the extent of any stream buffer on the subject property.
  - 2. Provide a note to reference any stream buffer stating: "There shall be no clearing, grading, construction or disturbance of vegetation."
  - 3. Provide a note to reference any conservation easements governing all stream buffer areas stating: "Any stream buffer shown hereon is subject to conservation easements that restrict disturbance and use of these areas."
- f. *Design standards for stream buffers.*
  - 1. A buffer for a stream shall consist of a strip of land extending along both sides of a stream.
  - 2. The required width for all stream buffers shall be a minimum average of 50 feet on each side of the stream beginning at the stream centerline and shall comply with the following. All buffers are measured from the stream centerline and are required on each side of the stream.

Stream	Minimum Average Buffer Width (feet)
First order	50
Second order	90
Third order	100
Fourth order	140
Fifth order	185
Sixth order	300

3. In no case shall the buffer be less than the floodplain limits as shown on the Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) Cass County Panels.
4. If stream buffers, or stream channels, are disturbed or destroyed during development or construction activities, they shall be restored using native vegetation or plantings.
5. The following structures, practices, and activities are permitted in the stream buffer, with specific design or maintenance features, subject to the review and approval of the city:
  - (i) Activities for the purpose of building one of the following:
    - A. A stream crossing by a driveway, transportation route or utility line;
    - B. Public water supply intake or public wastewater outfall structures;
    - C. Public access facilities that must be on the water including boat ramps, docks, foot trails leading directly to the river, fishing platforms and overlooks;
    - D. Paved foot trails and paths;
    - E. Activities to restore and enhance stream bank stability, vegetation, water quality and/or aquatic habitat, so long as native vegetation and bioengineering techniques are used.
  - (ii) Crossings for roads, bridges and utilities, subject to the following:
    - A. The right-of-way should be the minimum width needed to allow for maintenance access and installation;
    - B. The angle of the crossing shall be as close to perpendicular to the stream or buffer as is practicable to minimize clearing requirements; and
    - C. The minimum number of road crossings should be used within each subdivision, and no more than one crossing is allowed for every 1,000 feet of buffer.
  - (iii) Public sewer line easements paralleling the creek, except that all easements (permanent and construction) and land disturbance should be at least 25 feet from the top of the bank. This includes such impervious cover as is necessary for the operation and maintenance of the utility, including but not limited to manholes, vents and valve structures.
  - (iv) Within an easement of any utility existing at the time this Code takes effect or approved under the terms of this Code, land disturbance activities and such impervious cover as is necessary for the operation and maintenance of the utility, including but not limited to manholes, vents and valve structures.
  - (v) Emergency work necessary to preserve life or property. However, when emergency work is performed under this section, the person performing it shall report such work to the director of public works on the next business day after commencement of the work. Within ten days thereafter, the person shall apply for a permit and perform such work within such time period as may be determined by the director of public works to be reasonably necessary to correct any impairment such emergency work may have caused to the water conveyance capacity, stability or water quality of the protection area.
  - (vi) Placement of structures for the control and monitoring of water quality and water quantity within a stream buffer, as required by the city.
- g. *Variance procedures.* Any variance request to the requirements of this chapter shall be filed in accordance with this Unified Development Code.



- h. *Compatibility with other buffer regulations and requirements.* This chapter is not intended to interfere with, abrogate or annul any other ordinance, rule or regulation, statute or other provision of law. The requirements of this chapter should be considered minimum requirements, and where any provision of this chapter imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment shall be considered to take precedence.
- i. *Additional information requirements for development on buffer zone properties.* Any permit applications for property requiring buffers and setbacks hereunder must include the following:
1. A site plan showing:
    - (i) The location of all streams on the property;
    - (ii) Limits of required stream buffers and setbacks on the property;
    - (iii) Buffer zone topography with contour lines at no greater than two foot contour intervals;
    - (iv) Delineation of forested and open areas in the buffer zone; and,
    - (v) Detailed plans of all proposed land development in the buffer and of all proposed impervious cover within the setback;
  2. A description of all proposed land development within the buffer and setback.
  3. Any other documentation that the director of public works may reasonably deem necessary for review of the application and to ensure that the buffer zone provisions of this subsection (5) are addressed in the approval process.
- j. *Responsibility.* Neither the issuance of a development permit nor compliance with the conditions thereof, nor with the provisions of this chapter shall relieve any person from any responsibility otherwise imposed by law for damage to persons or property; nor shall the issuance of any permit hereunder serve to impose any liability upon the city, its officers or employees, for injury or damage to persons or property.
- k. *Ownership and maintenance responsibility for stream buffers.* The stream buffer areas must be established and recorded by the developer or property owner. Particular zones may be established and protected by different methods. One or more of the following methods shall be used to provide for the preservation of the buffer area in perpetuity:
1. A drainage or conservation easement;
  2. Inclusion in a development common area; or
  3. Dedication to the City of Belton with the city's acceptance.
- Developments and projects must be designed so that all established stream buffers are accessible to facilitate inspection, construction, maintenance and other activities related to the stream and city infrastructure in the buffer area. Nothing contained in this subsection shall establish an independent right of ownership.
- l. *Inspection.*
1. The city's engineering and building inspection divisions may cause inspections of the work in the buffer or setback to be made periodically during the course thereof and shall make a final inspection following completion of the work. The permittee shall assist the city in making such inspections. The city shall have the authority to conduct such investigations as it may reasonably deem necessary to carry out its duties as prescribed in this chapter, and for this purpose to enter at reasonable time upon any property, public or private, for the purpose of investigating and inspecting the sites of any land development activities within the protection area.

2. No person shall refuse entry or access to any authorized representative or agent who requests entry for purposes of inspection, and who presents appropriate credentials, nor shall any person obstruct, hamper or interfere with any such representative while in the process of carrying out official duties.

(UDC 2010, §§ 21.1—21.3; Ord. No. 2012-3879, § 1, 12-11-2012; Ord. No. 2014-4005, § 1, 6-10-2014)

**Sec. 32-2. - Violations, enforcement and penalties.**

Any action or inaction which violates the provisions of this chapter or the requirements of an approved plan may be subject to the enforcement actions outlined in this section. Any such action or inaction which is continuous with respect to time is deemed to be a public nuisance and may be abated by injunctive or other equitable relief. The imposition of any of the penalties described in the following subsections shall not prevent such equitable relief.

- (1) *Notice of violation.* If the city determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit, an approved site plan or the provisions of this chapter, it shall issue a written notice of violation to such applicant or other responsible person. Where a person is engaged in activity covered by this chapter without having first secured the appropriate approvals therefore, the notice of violation shall be served on the owner or the responsible person in charge of the activity being conducted on the site. The notice of violation shall contain:
  - a. The name and address of the owner or the applicant or the responsible person;
  - b. The address or other description of the site upon which the violation is occurring;
  - c. A statement specifying the nature of the violation;
  - d. A description of the remedial measures necessary to bring the action or inaction into compliance with the permit, the approved site plan or this Code and the date for the completion of such remedial action;
  - e. A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed; and,
  - f. A statement that the determination of violation may be appealed to the director of public works by filing a written notice of appeal within 30 days after the notice of violation (except that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient).
- (2) *Penalties.* In the event the remedial measures described in the notice of violation have not been completed by the date set forth for such completion in the notice of violation, anyone or more of the following actions or penalties may be taken or assessed against the person to whom the notice of violation was directed. Before taking any of the following actions or imposing any of the following penalties, the director of public works shall first notify the applicant or other responsible person in writing of its intended action, and shall provide a reasonable opportunity, of not less than ten days (except that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours' notice shall be sufficient) to cure such violation. In the event the applicant or other responsible person fails to cure such violation after such notice and cure period, the director of public works may take anyone or more of the following actions or impose anyone or more of the following penalties.
- (3) *Stop work order.* The director of public works may issue a stop work order which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take necessary remedial measures to cure such violation or violations.

- (4) *Withhold certificate of occupancy.* The city may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.
- (5) *Suspension, revocation or modification of permit.* The director of public works may suspend, revoke or modify the permit authorizing the land development project. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated (upon such conditions as the director of public works may deem necessary) to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.
- (6) *Civil penalties.* In the event the applicant or other responsible person fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within ten days (or such greater period as the director of public works shall deem appropriate) (except that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours' notice shall be sufficient) after the director of public works has taken one or more of the actions described above, the director of public works may impose a penalty not to exceed \$1,000.00 (depending on the severity of the violation) for each day the violation remains unremedied after receipt of the notice of violation.
- (7) *Criminal penalties.* For intentional and flagrant violations of this chapter, the director of public works may issue a citation to the applicant or other responsible person, requiring such person to appear in (appropriate municipal, magistrate or recorder's) court to answer charges for such violation. Upon conviction, such person shall be punished by a fine not to exceed \$1,000.00 or imprisonment for 60 days or both. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.

(UDC 2010, § 21.4)

**Sec. 32-3. - Administrative appeal and judicial review.**

- (a) *Administrative appeal.* Any person aggrieved by a decision or order of the city, may appeal an enforcement action in writing within ten days after receipt of such action to the director of public works and shall be entitled to a hearing before the city council within 30 days of receipt of the written appeal.
- (b) *Judicial review.* Any person aggrieved by a decision or order of the city, after exhausting all administrative remedies, shall have the right to appeal de novo to the municipal court.
- (c) *Wetland protection.*
  - (1) All land disturbance activities shall be conducted in accordance with all state and federal laws.
  - (2) In its review of all applications, the city will utilize the U.S. Fish and Wildlife Inventory Map to determine if further study is necessary by an applicant to determine if a wetland is located on property to be developed or upon property included in a land disturbance permit application.

(UDC 2010, § 21.5)

**Sec. 32-7. - Stream buffer requirement.**

- (a) *Additional buffer requirements.* All land development activity subject to this chapter shall meet the following requirements:
  - (1) A buffer plan approved by the director of public works is required for all projects where development or redevelopment is to occur on property that includes or is adjacent to a FEMA designated floodplain or land subject to flooding during a 100-year storm event. The plan shall set forth an informative, conceptual, and schematic representation of the proposed activity so as



to enable the city an opportunity to make a reasonably informed decision regarding the proposed activity.

- (2) The delineation of the buffer and its component zones shall be shown on any building construction plans, preliminary plat and final plat, as may be required by this Code. The buffer plan shall be submitted in conjunction with the required preliminary plat and engineering plans for any development and the boundaries of the stream buffer shall be clearly delineated.
- (3) A buffer plan shall contain the following information:
  - a. A location or vicinity map showing the limits of the FEMA-delineated floodplain and 100-year flood limits.
  - b. Field-delineated and/or surveyed streams, springs, bodies of water (include a minimum of 150 feet into adjacent properties).
  - c. Labels for the buffer zones and any structures or activities by the zone where they are to be located.
  - d. An inspection and maintenance plan as outlined in the latest revision of the Mid-America Council and American Public Works Association Manual of Best Management Practices for Stormwater Quality.
- (b) *Boundary markers.* Boundary markers shall be installed prior to final approval of the required clearing and grading plan.
- (c) *Construction fencing.* Construction fencing shall be placed to delineate the buffer and shall be maintained throughout the construction of the project.
- (d) *Final plats.* All final plats and survey developments prepared for recording shall clearly:
  - (1) Show the extent of any buffer on the subject property;
  - (2) Provide a note to reference any buffer stating: "There shall be no clearing, grading, construction or disturbance of vegetation"; and
  - (3) Provide a note to reference any conservation easements governing all stream buffer areas stating: "Any buffer shown hereon is subject to conservation easements that restrict disturbance and use of these areas";
- (4) Show all floodway boundaries as required by the city planner and city engineer.

(UDC 2010, § 21.9)

**Sec. 32-8. - Design standards for buffers.**

- (a) A buffer for a stream shall consist of a strip of land extending along both sides of a stream.
- (b) The required width for all stream buffers shall be a minimum average of 40 feet on each side of the stream beginning at the stream centerline.
- (c) In no case shall the buffer be less than the floodplain limits as shown on the flood insurance rate map (FIRM) and flood boundary and floodway map (FBFM) Cass County Panels dated January 2, 2013 as amended, and any future revisions thereto.
- (d) If stream buffers, or stream channels, are disturbed or destroyed during development activities, they shall be restored using native vegetation or plantings as outlined in required "Planting Palette."
- (e) The following structures, practices, and activities are permitted in the stream buffer, with specific design or maintenance features, subject to the review and approval of the city:
  - (1) Activities for the purpose of building one of the following:
    - a. A stream crossing by a driveway, transportation route or utility line;
    - b. Public water supply intake or public wastewater outfall structures;

- c. Public access facilities that must be on the water including boat ramps, docks, foot trails leading directly to the river, fishing platforms and overlooks;
  - d. Paved foot trails and paths;
  - e. Activities to restore and enhance stream bank stability, vegetation, water quality and/or aquatic habitat, so long as native vegetation and bioengineering techniques are used.
- (2) Crossings for roads, bridges and utilities, subject to the following:
- a. The right-of-way should be the minimum width needed to allow for maintenance access and installation;
  - b. The angle of the crossing shall be as close to perpendicular to the stream or buffer as is practicable to minimize clearing requirements; and
  - c. The minimum number of road crossings should be used within each subdivision, and no more than one crossing is allowed for every 1,000 feet of buffer.
- (3) Public sewer line easements paralleling the creek, except that all easements (permanent and construction) and land disturbance should be at least 25 feet from the top of the bank. This includes such impervious cover as is necessary for the operation and maintenance of the utility, including but not limited to manholes, vents and valve structures.
- (4) Within an easement of any utility existing at the time this Code takes effect or approved under the terms of this Code, land disturbance activities and such impervious cover as is necessary for the operation and maintenance of the utility, including but not limited to manholes, vents and valve structures.
- (5) Emergency work necessary to preserve life or property. However, when emergency work is performed under this section, the person performing it shall report such work to the director of public works on the next business day after commencement of the work. Within ten days thereafter, the person shall apply for a permit and perform such work within such time period as may be determined by the director of public works to be reasonably necessary to correct any impairment such emergency work may have caused to the water conveyance capacity, stability or water quality of the protection area.
- (6) Placement of structures for the control and monitoring of water quality and water quantity within a stream buffer, as required by the city.

(UDC 2010, § 21.10; Ord. No. 2012-3880, § 3, 12-18-2012)

# **SECTION VI**

## **F**



**AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2018 ADOPTED CITY BUDGET.**

**WHEREAS**, on March 14, 2017 under Ordinance No. 2017-4324, the City Council approved the Fiscal Year 2018 City Budget; and

**WHEREAS**, subsequent to the adoption of the Fiscal Year 2018 City Budget, anticipated cash carry over amounts are now known; and

**WHEREAS**, amounts that were approved in the Fiscal Year 2017 City Budget that were not spent and need to be reappropriated in the Fiscal Year 2018 City Budget are now known;

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

**Section 1.** In the General Fund, # 010 ...

INCREASE the balance by \$ 498,011 (whole dollars) of Revenue line item, # 010-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 56,000 (whole dollars) of Expense line item, # 010-2000-400-3025 , named Public Works -Engineering.

INCREASE the balance by \$ 47,700 (whole dollars) of Expense line item, # 010-4400-495-7400 , named Capital Outlay – A/V Equipment-Council Chambers.

INCREASE the balance by \$ 1,000 (whole dollars) of Expense line item, # 010-4400-495-7400 , named Capital Outlay – Panic Buttons.

INCREASE the balance by \$ 8,050 (whole dollars) of Expense line item, # 010-4400-495-7400 , named Capital Outlay – Chairs for Council.

INCREASE the balance by \$ 43,000 (whole dollars) of Expense line item, # 010-4400-495-7400 , named Capital Outlay – Fire Station Garage Doors.

INCREASE the balance by \$ 120,000 (whole dollars) of Expense line item, # 010-1200-400-1110 , named Administration-Salaries.

INCREASE the balance by \$ 9,421 (whole dollars) of Expense line item, # 010-1000-400-8532 , named Legislative-Transfer to Drug Seizure fund.

INCREASE the balance by \$ 212,840 (whole dollars) of Expense line item, # 010-1000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**Section 2.** In the Park Fund, # 220 ...

INCREASE the balance by \$ 107,853 (whole dollars) of Revenue line item, # 220-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 107,853 (whole dollars) of Expense line item, # 220-0000-400-9000 , named Park Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**Section 3.** In the Belton Town Centre TIF Fund, # 222 ...

DECREASE the balance by \$ 4,507 (whole dollars) of Revenue line item, # 223-0000-367-9000 , named Cash Carryover.

DECREASE the balance by \$ 4,507 (whole dollars) of Expense line item, # 223-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**Section 4.** In the Street Impact Fee Fund, # 223 ...

INCREASE the balance by \$ 76,046 (whole dollars) of Revenue line item, # 223-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 76,046 (whole dollars) of Expense line item, # 223-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**Section 5.** In the Hotel/Motel Tax Fund, # 224 ...

INCREASE the balance by \$ 51,226 (whole dollars) of Revenue line item, # 224-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 13,226 (whole dollars) of Expense line item, # 224-0000-400-3020 , named Contractual.

INCREASE the balance by \$ 38,000 (whole dollars) of Expense line item, # 224-0000-495-7300 , named Capital Outlay- Improvements -Markey Business Park Demolition.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**Section 6.** In the Street Fund, # 225 ...

INCREASE the balance by \$ 470,190 (whole dollars) of Revenue line item, # 225-0000-391-1000 , named Cash Carryover .

INCREASE the balance by \$ 60,000 (whole dollars) of Expense line item, # 225-0000-495-7400 , named Capital Outlay-Equipment (1 Ton Pickup).

INCREASE the balance by \$ 44,000 (whole dollars) of Expense line item, # 225-0000-495-7400 , named Capital Outlay-Equipment (asphalt roller replacement).

INCREASE the balance by \$ 366,190 (whole dollars) of Expense line item, # 225-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**Section 7.** In the Markey Parkway Regional Detention Fund, # 226 ...

INCREASE the balance by \$ 3,313 (whole dollars) of Revenue line item, # 226-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 3,313 (whole dollars) of Expense line item, # 226-0000-400-9000 , named Rainy Day .

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**Section 8.** In the Capital Improvement Sales Tax Fund, # 227 ...

DECREASE the balance by \$ 9,575 (whole dollars) of Revenue line item, # 227-0000-367-9000 , named Cash Carryover .

DECREASE the balance by \$ 9,575 (whole dollars) of Expense line item, # 227-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**Section 9.** In the Park Sales Tax Fund, # 229 ...

DECREASE the balance by \$ 148,427 (whole dollars) of Revenue line item, # 229-0000-367-9000 , named Cash Carryover .

DECREASE the balance by \$ 148,427 (whole dollars) of Expense line item, # 229-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**Section 10.** In the Mayor's Christmas Tree Fund, # 231 ...

INCREASE the balance by \$ 7 (whole dollars) of Revenue line item, # 231-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 7 (whole dollars) of Expense line item, # 231-0000-400-4023 , named Community Supplies.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**Section 11.** In the Drug Seizure Fund, # 232 ...

DECREASE the balance by \$ 9,423 (whole dollars) of Revenue line item, # 232-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 9,421 (whole dollars) of Revenue line item, # 232-0000-391-1000 , named Transfer from the General Fund .

DECREASE the balance by \$ 2 (whole dollars) of Expense line item, # 232-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**Section 12.** In the DWI Recovery Fund, # 233 ...

INCREASE the balance by \$ 4,440 (whole dollars) of Revenue line item, # 233-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 4,440 (whole dollars) of Expense line item, # 233-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**Section 13.** In the Special Training Fund, # 234 ...

INCREASE the balance by \$ 12,150 (whole dollars) of Revenue line item, # 234-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 12,150 (whole dollars) of Expense line item, # 234-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**Section 14.** In the Cedar Tree TIF Fund, # 241 ...

INCREASE the balance by \$ 4,360 (whole dollars) of Revenue line item, # 241-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 4,360 (whole dollars) of Expense line item, # 241-0000-400-3235 , named Expense Allowance.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**Section 15.** In the Y Highway Market Place TIF Fund, # 243 ...

INCREASE the balance by \$ 47,254 (whole dollars) of Revenue line item, # 243-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 47,423 (whole dollars) of Expense line item, # 243-0000-400-3235 , named Expense Allowance.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**Section 16.** In the Southtowne Plaza TIF Fund, # 245 ...

INCREASE the balance by \$ 126,457 (whole dollars) of Revenue line item, # 245-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 126,457 (whole dollars) of Expense line item, # 245-0000-400-3235 , named Expense Allowance.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**Section 17.** In the Debt Service Fund, # 334 ...

INCREASE the balance by \$ 26,572 (whole dollars) of Revenue line item, # 334-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 26,572 (whole dollars) of Expense line item, # 334-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.



**Section 18.** In the Street Projects Fund, # 442 ...

INCREASE the balance by \$ 330,356 (whole dollars) of Revenue line item, # 442-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 330,356 (whole dollars) of Expense line item, # 442-5413-495-7117 , named Nexus Project- Construction .

FOR THE PURPOSE OF: Adjusting cash carryover to actual .

**Section 19.** In the Storm Water Projects Fund, # 451 ...

INCREASE the balance by \$ 241,072 (whole dollars) of Revenue line item, # 451-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 241,072 (whole dollars) of Expense line item, # 451-5607-495-7117 , named Construction .

FOR THE PURPOSE OF: Adjusting cash carryover to actual .

**Section 20.** In the Sewer Impact Fee Fund, # 460 ...

INCREASE the balance by \$ 171,207 (whole dollars) of Revenue line item, # 460-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 171,207 (whole dollars) of Expense line item, # 460-5412-495-7117 , named 155<sup>th</sup> Street - Construction .

FOR THE PURPOSE OF: Adjusting cash carryover to actual .

**Section 21.** In the Water Impact Fee Fund, # 462 ...

INCREASE the balance by \$ 235,617 (whole dollars) of Revenue line item, # 462-0000-367-9000 , named Cash Carryover .

INCREASE the balance by \$ 235,617 (whole dollars) of Expense line item, # 462-0000-400-9000 , named Rainy Day .

FOR THE PURPOSE OF: Adjusting cash carryover to actual .

**Section 22.** In the Wastewater Treatment Plan Improvements Fund, # 463 ...

INCREASE the balance by \$ 16,574 (whole dollars) of Revenue line item, # 463-0000-367-9000 , named Cash Carryover .



INCREASE the balance by \$ 16,574 (whole dollars) of Expense line item, # 463-0000-495-7300 , named Wastewater Treatment Plant Construction.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**Section 23.** In the Wastewater Fund, # 660 ...

INCREASE the balance by \$ 374,170 (whole dollars) of Revenue line item, # 660-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 35,000 (whole dollars) of Expense line item, # 660-0000-495-7400 , named Capital Outlay – Equipment – Kentucky View Pumps.

INCREASE the balance by \$ 28,000 (whole dollars) of Expense line item, # 660-0000-495-7400 , named Capital Outlay – Equipment – Replace 2002 Chevy.

INCREASE the balance by \$ 12,500 (whole dollars) of Expense line item, # 660-0000-495-7500 , named Capital Outlay – Vehicles – Replace 2003 Ford Crown Victoria.

INCREASE the balance by \$ 25,000 (whole dollars) of Expense line item, # 660-0000-400-2020 , named Plant Maintenance.

INCREASE the balance by \$ 50,000 (whole dollars) of Expense line item, # 660-0000-400-2030 , named Lift Station.

INCREASE the balance by \$ 223,670 (whole dollars) of Expense line item, # 660-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**Section 24.** In the Water Fund, # 662 ...

INCREASE the balance by \$ 1,411,233 (whole dollars) of Revenue line item, # 662-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 300,000 (whole dollars) of Expense line item, # 662-0000-495-7300 , named Capital Outlay – Improvements – Water Line Replacement.

INCREASE the balance by \$ 28,000 (whole dollars) of Expense line item, # 662-0000-495-7400 , named Capital Outlay – Equipment – Replace 2002 Chevy.

INCREASE the balance by \$ 12,500 (whole dollars) of Expense line item, # 662-0000-495-7500 , named Capital Outlay – Vehicles – Replace 2003 Ford Crown Victoria.

INCREASE the balance by \$ 1,070,733 (whole dollars) of Expense line item, # 662-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**Section 25.** In the Golf Fund, # 665 ...

INCREASE the balance by \$ 52,597 (whole dollars) of Revenue line item, # 665-0000-367-9000 , named Cash Carryover.

INCREASE the balance by \$ 3,300 (whole dollars) of Expense line item, # 665-0000-400-2055 , named Building/Grounds Maintenance.

INCREASE the balance by \$ 28,000 (whole dollars) of Expense line item, # 665-0000-495-7400 , named Capital Outlay- Equipment -Riding Greens Mower.

INCREASE the balance by \$ 21,297 (whole dollars) of Expense line item, # 665-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

**Section 26.** That this ordinance shall be in full force and effect from and after its passage and approval.

**Section 27.** That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

**Section 28.** That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

READ FOR THE FIRST TIME: April 25, 2017

READ FOR THE SECOND TIME AND PASSED:

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

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Patricia Ledford, City Clerk  
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 25<sup>th</sup> day of April, 2017, and thereafter adopted as Ordinance No. 2017-\_\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, after the second reading thereof by the following vote, to-wit:

AYES:           COUNCILMEN:

NOES:           COUNCILMEN:

ABSENT:         COUNCILMEN:

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

# **SECTION VI**

## **G**

**AN ORDINANCE AUTHORIZING THE CITY OF BELTON, MISSOURI THROUGH ITS POLICE DEPARTMENT TO RENEW THE SOFTWARE SUBSCRIPTION WITH INFORMATION TECHNOLOGIES, INC. (ITI).**

**WHEREAS**, the Belton Police Department, Fire Department and jail have been using Information Technologies, Inc. (ITI) as its software subscription Service which contains all records pertaining to law enforcement and computer aided dispatch for the City of Belton; and

**WHEREAS**, Information Technologies Inc. (ITI) is the selected PSAP Dispatch Center’s vendor for this service for Cass County and

**WHEREAS**, the funding source for this subscription is the Belton Police Department’s, Belton Fire Department’s and Municipal Jail’s programming fund for the amount of \$45,294.00; and

**WHEREAS**, the City Council believes that the renewal of this software subscription from Information Technologies Inc. (ITI) to keep the records for the Belton Police Department, Belton Fire Department and Jail functioning properly is in the best interests of the City of Belton.

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

**SECTION 1.** That the City Council hereby authorizes the renewal of the Software Subscription with Information Technologies, Inc. (ITI), herein attached and incorporated as **Exhibit A** to this ordinance.

**SECTION 2.** That this ordinance shall be in full force and effect from and after the date of its passage approval.

READ THE FIRST TIME: April 25, 2017

READ THE SECOND TIME AND PASSED:

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

---

Patricia Ledford, City Clerk  
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for the first reading at a meeting of the City Council held on the 25<sup>th</sup> day of April, 2017, and thereafter adopted as Ordinance No. 2017-\_\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, after the second reading thereof by the following vote, to-wit:

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

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





**CITY OF BELTON  
CITY COUNCIL INFORMATION FORM**

AGENDA DATE: April 25, 2017

ASSIGNED STAFF: James R. Person, Chief of Police  
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:** Approval for payment of annual subscription of Jail, Records Management and Dispatch Interface from Information Technologies, Inc., for FY18 in the amount of \$45,294.00 is hereby requested.

**PROPOSED CITY COUNCIL MOTION:** An Ordinance authorizing the City of Belton, Missouri through its Police Department to renew the software subscription with Information Technologies, Inc. (ITI).

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

The Police Department, Fire Department and Jail utilize ITI software for records management, computer aided dispatch and jail management. This is a continuation of a subscription service which includes updates and maintenance service

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**IMPACT / ANALYSIS:**  
The expenditures are in the budgeted amount for FY18.

**FINANCIAL IMPACT**

Contractor:	Information Technologies, Inc.
Amount of Request/Contract:	\$ 45,294.00
Amount Budgeted:	\$ Jail \$8000.00 Police \$45,000.00
Funding Source:	\$ 4,110.00 010-3900-400-3015 \$41,284.00 010-3800-400-3015 \$ 1,233.00 010-3600-400-2015 Fire Department
Additional Funds	\$
Funding Source	
Encumbered:	\$-0-
Funds Remaining:	\$ Jail \$3,716.00 Police \$3,890.00

<b>TIMELINE</b>	Start: 5/1/2017	
<b>OTHER INFORMATION/UNIQUE CHARACTERISTICS:</b>		
<b>Jail \$ 4,110.00</b> <b>PD Records \$41,184.00</b> <b>Fire \$ 1,233.00</b>		
<b>STAFF RECOMMENDATION:</b>		
<b>OTHER BOARDS &amp; COMMISSIONS ASSIGNED:</b>		
Date:		
Action:		

**List of reference Documents Attached:**

Invoice for Software Renewal  
 Terms and Conditions  
 Software Subscription Agreement

**IT INFORMATION TECHNOLOGIES, INC.**  
 10430 Baur Blvd.  
 St. Louis, MO 63132-1905  
 Phone: (800) 814-4843  
 Fax: (314) 997-5342



Public Safety Software

# Renewal Invoice

Invoice Number: R2017-6386

Invoice Date: March 01, 2017

Page 1 of 1

**Invoice To:**  
**BELTON POLICE DEPARTMENT**  
 7001 EAST 163RD ST  
 BELTON, MO 64012-4614

**Agency:**  
**BELTON POLICE DEPARTMENT**  
 7001 EAST 163RD ST  
 BELTON, MO 64012-4614

ATTN: CHIEF JAMES R PERSON

ATTN: CHIEF JAMES R PERSON

<b>Payment Due Date:</b>	<b>Client ID</b>	<b>For more information, Contact:</b>
April 20, 2017	440844	Drew Steward

### Software Subscription Service

Qty	Description	Service Dates			Extension
		Start	End	Months	
1	Enterprise Framework	05/01/2017	04/30/2018	12	\$5,019.00
1	Regional Data Sharing	01/01/2017	04/30/2018	12	\$0.00
1	Workstation / Mobile Map (web based)	09/01/2017	04/30/2018	12	\$432.00
1	Asset / Fleet Management	06/01/2017	04/30/2018	12	\$1,215.00
1	License & Registrations	05/01/2017	04/30/2018	12	\$1,077.00
1	Interface, ImageTrend EMS/Fire	05/01/2017	04/30/2018	12	\$1,233.00
1	Law Enforcement Records Management	01/01/2017	04/30/2018	12	\$8,334.00
1	Interface, MO Accident (STARS 2012 - print submission)	05/01/2017	04/30/2018	12	\$987.00
1	Interface, MO Accident (STARS 2012 - electronic submission)	05/01/2017	04/30/2018	12	\$0.00
1	Interface, MO Incident Based Reporting	05/01/2017	04/30/2018	12	\$0.00
1	Jail Management	09/01/2017	04/30/2018	12	\$4,110.00
1	Interface, Livescan - Sagem Morpho	04/01/2017	04/30/2018	12	\$852.00
20	Mobile License	05/01/2017	04/30/2018	12	\$22,320.00
<b>Subtotal</b>					\$45,579.00

Fire  
Jail

### Annual Software Support Renewal

Qty	Description	Service Dates			Extension
		Start	End	Months	
1	Interface, APS Summons Export	05/01/2017	04/30/2018	12	\$948.00
<b>Subtotal</b>					\$948.00
<b>Grand Total</b>					\$46,527.00

Subject to the terms and conditions located at <http://www.itusa.com/supportterms/>.  
 By paying the amount shown, you agree to the terms and conditions stated therein.

PLEASE NOTE

Subscriptions and Related Services are Pre-paid. If payment of other arrangements have not been made prior to the service start date(s) shown above, there will be an interruption of service. Please contact ITT in advance of the new service start date(s) if you have questions or issues.

Note: Support for the MO MODEX/RMS interface has been paid for by the Missouri Department of Public Safety.

Thank you for your Business



## Public Safety Software



[HOME](#) [PRODUCTS](#) [ABOUT US](#) [CAREERS](#) [SUPPORT](#) [CONTACT](#) [EVENTS](#)

### **INFORMATION TECHNOLOGIES, LLC (ITI) PUBLIC SAFETY SOFTWARE**

#### TELEPHONE TECHNICAL SUPPORT - TERMS AND CONDITIONS

***Applies to original and renewal:***

*Support Agreements (license purchase)*

*Subscription Agreements*

*Hosted Service Agreements*

**For All Agreements:**

**Introduction:**

Support of ITI's Public Safety Software is provided directly by the developers, Information Technologies, L.L.C. Technical Support personnel are available to address questions covered by our Software Support.

**What is Covered:**

For products covered by a current agreement, ITI will address any "how to" question specifically related to the implementation or operation of our software. We often receive questions that involve "operational" procedures. Not only are these usually very good questions, but we often determine a software configuration that meets the client's needs.

**What is Not Covered:**



Our Software Support *DOES NOT* cover installation, setup, configuration, migration or diagnostics of your Server, PCs, Local Area Network, printers, tape drive or related systems. These issues should be addressed by your on-site System Administrator or your hardware vendor.

Software telephone technical support does not include software re-installation and/or server migration associated with infrastructure changes. These services are outside of ITI's standard software telephone technical support. ITI can provide dedicated help for these needs at additional cost.

**Who Can Call:**

Registered System Administrators who have completed ITI System Administration training are eligible to receive telephone technical support. ITI reserves the right to limit each client to two (2) registered System Administrators.

**Support Availability / Costs:**

Support is available Monday through Friday (excluding holidays), 8:00 AM - 5:00 PM central time.

After-hours telephone technical support is available at ITI's current After Hours Support Incident Fee. This incident based fee will be charged, net 30 days, regardless of the time required. Client will have the opportunity to identify personnel who are authorized to request after-hours telephone technical support.

By requesting after-hours support, Client agrees to make payment for services provided. Client further agrees that ITI may suspend Software Telephone Technical Support or Subscription or Hosted Service in the event of any unpaid after-hours Support charges.

Support for issues not covered by our Telephone Technical Support or calls from persons other than the two (2) registered System Administrators are available for \$95.00 per hour during our normal business hours and \$150.00 per hour outside of our normal business hours. A purchase order may be required to obtain support for non-covered issues. A minimum of one hour will be charged for all non-covered Support calls. In the event that support for non-covered issues is not paid, ITI may immediately suspend Software Telephone Technical Support or Subscription or Hosted Service without a refund of fees paid.

**Support Assistance:**

Successful telephone support of any software product is a joint effort. While ITI has highly trained engineers and technicians supporting our software, it is imperative that the System Administrator has knowledge of the basic concepts of your installation, including knowledge of the Windows PC operating systems and any associated network operating system. The ability to navigate through the system, provide information to our support technicians and perform assigned tasks is essential for successful telephone support. In the event that these capabilities are not present in your System Administrator or contact person, ITI may limit the support activity to fifteen (15) minutes on any incident.

In order to provide support and software updates, ITI requires a high-speed (broadband) internet connection be available and operating. In the event the Client does not provide the required high-speed internet connection, software support and software updates will not be available.

For support purposes, ITI utilizes software web connectivity tools to connect to the Client server(s) or workstation(s). Client is responsible for ensuring that ITI has the proper connectivity and authentication to utilize these tools. A successful connectivity test will be required prior to scheduling software installation or other services. Client is responsible for all appropriate security measures including, but not limited to, an internet firewall.

All Client servers and workstations using ITI's software must meet ITI's minimum hardware requirements, published here. ITI will have the right to increase the minimum hardware requirements as needed to support future enhancements to the software. ITI reserves the right to refuse support involving servers and workstations that do not meet these minimum requirements. In such event, no refund of paid services will be made.

ITI reserves the right to refuse support to any Client that is behind by more than two releases of ITI's products. In the event of such action, no refund of un-used portions of service will be made. ITI will work with the Client on a mutually-agreeable update schedule to be performed during ITI's normal business hours.

The purpose of these policies and fees is to keep the costs of our Software Support reasonable, for you, our users. By the end-user Client taking responsibility for internal issues, along with hardware, network and operating system issues, ITI can provide Software Telephone Technical Support at reasonable prices. We appreciate your assistance with this effort.

#### **Mobile Devices:**

Use of ITI's software on any mobile device requires a mobile license. ITI provides up to two (2) Remote Desktop licenses for use by System Administrators in supporting their system.

#### **How to Obtain Software Support:**

Please be prepared to give your Agency ID Number along with your Name, Client Name, Product and Description of your question or problem.

**Support Telephone Number: (866) 448-4872**

**Agency ID:** This six (6) digit number can be found on your invoice, support renewal, or subscription renewal.

These Terms and Conditions are subject to change without prior notice. Agreements, including renewals, are bound by ITI's current Terms and Conditions. A printable version may be requested from ITI Sales at 800-814-4843.

#### ***For Support Agreements and Subscription Agreements:***

Pricing for the Computer Aided Dispatch (CAD) Software, CAD interfaces and related modules is based upon annual Incident count. Pricing for the Records Management Software, interfaces and related modules is based upon the number of sworn officers. Pricing for the Jail Management Software, interfaces and related modules is based upon the number of Jail beds configured in the software. Pricing for the ITI Framework Software and related modules is based upon the total number of users. Mobile Software is priced per computer upon which it is installed. Pricing for the Court Administration Software and related modules is based upon the number of sworn officers. Pricing for the Code Enforcement Software and related modules is based upon the city population. Client is required to provide to ITI, upon request, one or more



data files from the ITI software that may be used for audit purposes. These files will not contain any proprietary law enforcement information. ITI will have the right to amend pricing at the next renewal, based upon the information collected.

**Hardware / Network Responsibility:**

Unless contracted separately, ITI has no responsibility for Client's computer hardware or network system. This Agreement is for software and related services only. No hardware is included. Client is responsible for providing hardware, network and workstation operating systems and related infrastructure as required by ITI for the proper operation of the software. Note: All Enterprise Edition modules require a concurrent user license of Microsoft SQL, sold separately. This involves a server license and a client access license for each workstation.

*For Support Agreements:*

Client agrees to pay Annual Support for a period of twelve (12) months on a pre-paid basis. Year one begins on the purchase date of the software. ITI will not be responsible for providing support in the event that Client does not purchase annual support agreements from ITI in years subsequent to year one. Year two and subsequent years are invoiced prior to the purchase anniversary date, at ITI's prevailing support prices.

**Payment:**

ITI Telephone Technical Support is renewed annually. If you wish to have your support expiration date changed, please contact our sales group.

**Renewal Within 90 Days of Support Expiration:**

Clients who renew support (payment received by ITI) within 90 days of termination of support (grace period) may do so by paying the renewal fee only. In this event, the support renewal date will commence with the date of prior expiration.

**Renewal between 90 and 180 days of Support Expiration:**

Clients who wish to renew support after being expired more than 90 days but less than 180 days must:

- Pay a software update fee of 12.5% of the current price of the software.
- Pay the appropriate renewal fee.
- Support contract will be valid for one year from date payment is received by ITI.

**Renewal beyond 180 days of Support Expiration:**

Clients who wish to renew support after being expired more than 180 days must:

- Pay a software update fee of 25% of the current price of the software.
- Pay the appropriate renewal fee.
- Support contract will be valid for one year from date payment is received by ITI.

***For Subscription Service Agreements:***

The term of this Agreement will be ruled by the Agreement signed by both parties upon commencement of the Software Subscription Service. At the end of the term the Client, if not in default, may continue the software subscription service on a quarter-to-quarter basis at ITI's published subscription service price(s) in effect at the time of renewal. For uninterrupted service, subsequent quarterly payments must be made prior to the termination date.

By making payment for any renewal period, Client is agreeing to the extension of the term of this Agreement. In such event, all provisions of this Agreement remain in force.

ITI will have the right to deactivate the software in the event that the Client does not perform any obligation required under this Agreement. In the event of deactivation, Client shall have no recourse against ITI for their inability to use said software.

**Software Use:**

All software provided under this service is for use solely by Client. Client may not provide any software or use of software to any other entity.

**Training:**

System Administrators must be trained by ITI. The cost for this training is separate from the subscription service and at Client's expense. Training is available at ITI's St. Louis, Missouri facility and at the Client's site for additional cost. ITI encourages the head of the Client or a command staff representative to attend the System Administrator training to become familiar with the capabilities of the ITI software. During the System Administration training ITI will assist with software configuration.

**Software Updates / Upgrades:**

While under subscription, ITI will provide to Client any software updates or upgrades for the products included, which have become available and released for general distribution to the ITI client base.

**Software Licensing:**

As a result of entering into this Agreement, Client WILL NOT be acquiring any license to use the provided software beyond the term of this Agreement and WILL NOT ACQUIRE ANY OWNERSHIP of any of the software provided.

***For Hosted Service Agreements:***

Client must designate at least one "Site Administrator" who will be responsible for working with ITI on configuration and support issues. Up to two Site Administrators can be designated. The Site Administrator(s) must have attended ITI's web based training on all modules included in your Hosted Service.

Only Site Administrators are eligible to receive telephone technical support.

**Software Licensing:**

ITI's Hosted Service includes a workstation license for the number of workstations subscribed. As a result of subscribing to ITI's Hosted Service, Client WILL NOT be acquiring any license to use the provided software beyond the term of this Agreement and WILL NOT ACQUIRE ANY OWNERSHIP of any of the software provided.

**Availability of Services:**

ITI will have the right to cancel the availability of this service with 30 days notice. In the event of cancellation, Client's full recourse shall be limited to repayment of any prepaid months of service.

Client agrees that this service is a low cost alternative to purchasing, installing, setting up and maintaining an in-house server and related software. As such, Client agrees that some periods of outage, without notice, will occur due to circumstances beyond ITI's control (power, internet connectivity, hardware failure, etc.). ITI does not guarantee uninterrupted service. In the event of an outage or un-planned event at the hosting site, use of the software will be interrupted. Client is encouraged to maintain paper copies of all reports and agrees to hold ITI harmless in all circumstances involving loss of use of the software. In the event of an outage at the hosting site lasting more than 72 consecutive hours, ITI will offer a pro-rated discount for the next month of purchased service equal to the outage period.

All Client workstations using ITI's software must meet ITI's minimum workstation requirements published here and must be protected with an anti-virus software application (not provided by ITI) that is under a maintenance agreement to receive the most current software and pattern updates from the Client's chosen vendor. ITI shall have the right to immediately deny access, without prior notice, to any workstation found to be inadequately protected or currently infected with any software virus, worm, spyware or similar malware. In this event, Client will be responsible for the removal / repair of the workstation and will receive no credit for lost periods of service.

**Software Updates / Upgrades:**

As part of this service, ITI will perform updates / upgrades to the ITI software. ITI will have the right to increase the minimum PC requirements as needed to support future enhancements to the software.

**Cancellation / Termination:**

Upon cancellation or termination, Client shall remove all ITI software from their workstation(s).

**Access to Data After Cancellation / Termination:**

Upon request, and for a period of 30 days after cancellation / termination of service, Client may request an electronic copy of their data (Database Archive) by paying a Database Archive fee of \$ 299.00. ITI will provide the archive on CD or DVD media in Microsoft SQL Server backup form. After this 30 day period, all Client data will be purged from ITI's system and will not be recoverable. Note: SQL Server backup form includes copies of the database tables and not printable data that can be utilized through conventional means such as a word processor. A database conversion by a qualified programmer or database administrator would be necessary to import this data into other software. These services are not provided or available from ITI.

rev. 3/21/2014



Computer Aided Dispatch - Mapping- Mobile Patrol - Automatic Vehicle Location- Records Management - Jail Management - Code Enforcement - Court Administration - Personnel Management - Policy Manual - Asset / Fleet Management - Duty Roster- Civil Process - Firearm Permits - License & Registrations - Query Report Writer - ITI Web Access

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**SOFTWARE SUBSCRIPTION AGREEMENT**

This Agreement for the subscription license of software is made and entered into this 08 day of July, 2005, by and between Belton (MO) P.D. ("Agency") and Information Technologies, Inc., a Missouri Corporation ("ITI").

**RECITALS:**

- A. Agency desires to subscribe to the use of the Public Safety Software produced or distributed by ITI as noted within this Agreement or on Schedule A, Quotation Q20054136.
- B. ITI retains all rights and ownership of the noted software.
- C. Both parties wish to enter into an agreement, whereby, Agency will make one or more periodic payments to ITI for the subscription use of the above noted software.

**AGREEMENTS:**

The parties agree to the following:

1. During the term of this Agreement, unless in default as noted within section 5 of this Agreement, ITI will provide subscription services for the products noted on Quotation Q20054136.
2. The term of this Agreement will be for thirty-three (33) consecutive months, commencing August 1, 2005. At the end of the term the Agency, if not in default, may continue the software subscription service on a quarter-to-quarter basis at ITI's published subscription service price(s) in effect at the time of renewal. For uninterrupted service, subsequent quarterly payments must be made prior to the termination date.
3. By making payment for any renewal period, Agency is agreeing to the extension of the term of this Agreement. In such event, all provisions of this Agreement remain in force.
4. Monthly cost is \$1,802, prepaid for the first nine months. This first payment is due upon the execution of this Agreement, and prior to commencement of service. Two subsequent annual payments of \$21,624 are due by May 1, 2006 and 2007, respectively. ITI will provide a five (5) day grace period for the subsequent annual payments.



Software Subscription Agreement  
Between Itelco (MO) P.D. and ITI  
Page 2 of 5

5. The occurrence of any of the following events shall be deemed to be an Event of Default by the Agency under this Agreement:
- A. If ITI fails to receive the Agency's payment by five calendar days past the due date.
  - B. If the Agency fails to comply with any term, provision or covenant of this Agreement.
  - C. If the Agency becomes bankrupt or insolvent.

Upon occurrence of any such Event of Default, ITI may declare immediately due and payable the entire amount of the payments then remaining to be paid under this Agreement for the balance of the Agreement's term.

6. Upon default or termination of this Agreement, Agency shall return to ITI all copies of the Software and software authentication device(s). Agency must also remove all copies of the software from any computers upon which they have caused it to be installed.
7. ITI will have the right to deactivate the software in the event that the Agency does not perform any obligation required under this Agreement. In the event of deactivation, Agency shall have no recourse against ITI for their inability to use said software.
8. Terms and Conditions are as noted below:
- a) **Software Use** - All software provided under this service is for use solely by Agency. Agency may not provide any software or use of software to any other entity.
  - b) **Software Pricing** - Pricing for the Computer Aided Dispatch (CAD) Software Suite is based upon annual incident count. Pricing for the Records Management Software Suite is based upon the number of sworn officers within the agency. Pricing for the Jail Software Suite is based upon the number of Jail beds available and/or Average Inmate Count. The Mobile Software Suite is priced per computer it is installed on. Agency is required to provide to ITI, upon request, one or more data files from the ITI software that may be used for audit purposes. These files will not contain any proprietary law enforcement information. ITI will have the right to amend pricing at the next quarterly renewal, based upon the information collected.
  - c) **Training** - One or more Agency System Administrators must be trained by ITI. The cost for this training is separate from the subscription service and at Agency's expense. Training is available at ITI's St. Louis, Missouri facility and at the Agency's site. ITI encourages the head of the Agency or a command staff representative to attend the System Administrator

Software Subscription Agreement  
Between Nelson (NO) P.D. and ITI  
Page 1 of 3

training to become familiar with the capabilities of the ITI software.  
During the System Administration training ITI will assist with software configuration.

- d) **Software Telephone Technical Support** - While under subscription, ITI will provide telephone technical support to Agency System Administrators who have completed ITI's System Administration training on the subscribed products. Support is available Monday through Friday (excluding holidays), 8:00AM - 5:00 PM central time. After hours telephone technical support is available at ITI's current After Hours Support Incident Fee. This incident based fee will be charged, not 30 days, regardless of the time required. Agency will have the opportunity to identify personnel who are authorized to request after hours telephone technical support. By requesting after hours support, Agency agrees to make payment for services provided. Agency further agrees that ITI may suspend Software Telephone Technical Support in the event of any unpaid After Hours Support charges.
- e) **Software Updates / Upgrades** - While under subscription, ITI will provide to Agency any software updates or upgrades for the products included, which have become available and released for general distribution to the ITI client base. Updates and upgrades will be made available for download via ITI's website on the Internet.
- f) **Hardware / Network Responsibility** - Unless contracted separately, ITI has no responsibility for Agency's computer hardware or network system. This Agreement is for software and related services only. No hardware is included. Agency is responsible for providing hardware, network and workstation operating systems and related infrastructure as required by ITI for the proper operation of the software.
- g) **Software Licensing** - As a result of entering into this Agreement, Agency WILL NOT be acquiring any license to use the provided software beyond the term of this Agreement and WILL NOT require any ownership of any of the software provided.
- h) **Software Authentication Devices** - ITI utilizes software authentication devices, which are supplied with our software. One or more authentication devices may be provided, solely at the discretion of ITI, based upon the modules used. Each authentication device requires a parallel port for connection of the authentication device to the required Server or Workstation. Lost, stolen or damaged authentication devices can be replaced for \$ 250.00 each. Upon termination of this Agreement, Agency is responsible for returning to ITI, within ten (10) days, all authentication devices provided. Agency agrees to make immediate payment for all authentication devices not returned.

Software Subscription Agreement  
Between Itelion (MO) P.O. and ITI  
Page 4 of 5

- i) Other Services – Unless otherwise specified herein or by reference, this Agreement does not include data conversion, training or on-site services such as installation, training or start up assistance which may be purchased separately.
  - j) Product Offering - ITI's product offering is limited to the software specifically listed within Item One of this Agreement. Additional products or interfaces not specifically listed in this Agreement are not included.
9. If either Party (ITI or Agency) prevails in any court proceeding to enforce any term, covenant or condition hereof, the other Party shall promptly reimburse the prevailing party for the cost thereof and reasonable attorney's fees incurred on account of any such proceeding.
10. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof and may not be modified, amended or terminated except by a written agreement, specifically referencing this Agreement, and signed by both parties hereto.
11. This Agreement shall be binding upon and inure to the benefit of the permitted assigns of the parties.
12. Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.
13. Notwithstanding anything contained herein to the contrary, all of ITI's and Agency's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect, shall survive the termination of this Agreement for any reason.
14. This Agreement amends and supercedes certain provisions in the Terms and Conditions / Requirements referenced in the Quotation identified above. This Agreement takes the place of and supercedes those portions of any articles, sections or paragraphs of the Terms and Conditions / Requirements that deal with the same subject matter and if provisions of this Agreement and the Terms and Conditions / Requirements conflict, then the provisions of this Agreement will control.
15. This Agreement may be executed in separate counterpart, each of which shall be an original, and all of which together shall constitute one and the same agreement.
16. This Agreement shall be governed by and construed under the laws of the State of Missouri.

Software Subscription Agreement  
Between Helton (MO) P.D. and ITI  
Page 5 of 9

In Witness whereof, the parties hereto have caused this Agreement to be duly executed, as of the date herein above written. The individuals, whose endorsements follow, have the right and authority to contractually bind their respective parties.

*[Handwritten Signature]*  
Authorized Signature, Title

*[Handwritten Signature]*  
E. Michael Krebs, Vice President  
Information Technologies, Inc.

*[Handwritten Signature]*  
Print Name, Title  
Helton (MO) P.D.

# **SECTION VI**

## **H**

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW, AN ELECTRONIC MESSAGE CENTER SIGN FOR OWEN LUMBER, LOCATED IN A C-2 (GENERAL COMMERCIAL) DISTRICT, ADDRESSED AS 617 NORTH SCOTT AVENUE, BELTON, MISSOURI.**

**WHEREAS**, the Belton Planning Commission received a request for Special Use Permit to allow a 45,166-square foot electronic changeable copy sign for Owen Lumber, on a property located at 617 North Scott Avenue, in the City of Belton, Missouri; and

**WHEREAS**, a special use permit is required by code to approve the specifics and conditions of the changeable copy sign; and

**WHEREAS**, a public hearing was held before the Belton Planning Commission on April 3, 2017 in accordance with the provisions of Section 40-2 of the Unified Development Code of the City; and

**WHEREAS**, notice of the hearing was sent to property owners within 185-feet of the subject property by certified mail on March 17, 2017; and

**WHEREAS**, in accordance with UDC 30-9(h) - Electronic Message Center Signs. Electronic message center signs are permitted subject to review by special use permit under the following conditions:

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

**WHEREAS**, the Belton Planning Commission voted by a majority (8-0) of those present to recommend APPROVAL of the Special Use Permit to the City Council; and

**WHEREAS**, in accordance with UDC 40-2(e) - Standards for Approval, a special use permit may only be granted by the City Council upon a finding that the applicant has satisfied the burden of establishing that the following criteria have been met:

- a. The proposed use complies with all applicable provisions of these regulations, including yard regulations, parking requirements and use limitations.



- b. The proposed use at the specific location will not detract or encroach upon the welfare or convenience of the public.
- c. The proposed use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.
- d. The location and size of the use, the nature and intensity of the operation in connection with it, and the location of the site with respect to the surrounding street network will not dominate the immediate neighborhood nor prevent the development of neighboring property. In determining such dominance, consideration shall be given to:
  - 1. The location, nature and height of buildings, structures, walls and fences on the site;
  - 2. The nature and extent of landscaping and screening on the site;
  - 3. The adequacy of the adjacent street system to carry the traffic generated by the use;
  - 4. Adequate utility, drainage, and other such necessary facilities have been or will be provided;
  - 5. Adequate access roads, loading areas and entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.

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

**Section 1.** That the proposed 45.166-square foot electronic changeable copy sign on property zoned C-2 (General Commercial), and located at 617 North Scott Avenue, in the City of Belton, Missouri, is hereby approved for a Special Use Permit in accordance with Section 40 of the Unified Development Code.

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

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

PUBLIC HEARING AT PLANNING AND ZONING: April 3, 2017  
 READ FOR THE FIRST TIME: April 25, 2017  
 READ FOR THE SECOND TIME AND PASSED:

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

\_\_\_\_\_  
Patricia Ledford, City Clerk  
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 25<sup>th</sup> day of April, 2017, and thereafter adopted as Ordinance No. 2017-\_\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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



**PLANNING COMMISSION REGULAR MEETING  
CITY HALL ANNEX, CITY COUNCIL ROOM  
520 MAIN STREET  
MONDAY, APRIL 3, 2017 – 6:00 P.M.**

STAFF: Melinda Bolling, City Planner

**CASE #SUP17-03**

**Request:** Owen Lumber, has requested a Special Use Permit, to allow a digital sign, to be located in a C-2 (General Commercial) district.

**Location:** Located at 617 North Scott Avenue.

**Owner / Applicant:** Owen Lumber/ Surefire Signs, LLC

**Size of Site:** 4.16-acres  
45.166-sq. ft. size of sign

**Existing Zoning:** C-2

**Proposed Use:** Electronic changeable copy sign

**Surrounding Zoning:**  
North: C-2  
East: M-1  
South: C-2  
West: C-2

**Comprehensive Plan:** Commercial



**Nature of Current Request**

The applicant is asking the Planning Commission to allow an electronic changeable copy sign.

.....  
**CODE CITATION**

Pursuant to Section 30-9(h) of the Unified Development Code, electronic message center signs are permitted subject to review by Special Use Permit.

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

**HISTORY**

Owen Lumber has been in Belton at this location since 1971 and has expanded several times. The Uniform Development Code (UDC) Sec. 30-6 (9) does not allow "new" pole signs. This existing sign cabinet and pole predates the zoning regulations now in place regarding signs and is therefore a pre-existing non-conforming condition.

In this case, the existing foundation and support elements (to include the pole) remain in good condition and are structurally sound. The applicant desires to use the existing structural components (pole) and cabinet for the installation of the proposed digital sign panels. The proposed sign panels will be 45.166 square feet.

Note: The UDC defines a "pole" sign as follows: "any detached sign with an opaque base, pole, or pedestal that is not at least 80% of the width of the sign at its widest point". The existing pole sign meets this definition.

\*\*\*\*\*  
**SPECIAL USE PROVISION** – Some uses of land are not appropriate in all locations within a district or under circumstances where the use imposes an inappropriate impact on the public or neighboring properties and are therefore designated as "special uses". These uses may be



approved at a particular location through the receipt of a special use permit where the impact of those users does not inappropriately affect or impair the use and enjoyment of neighboring properties.

## **STAFF REPORT**

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

The existing sign is 72 sq. ft. Owen Lumber would like to use the existing pole with a backlit fixed cabinet sign on the top portion of the sign and an electronic changeable copy sign below it.

### **Injury to Surrounding Property**

The surrounding area is zoned for commercial and industrial use. The closest residential zoned property is approximately 400 ft. from the site making the potential increase in illumination from the digital sign unlikely to affect the surrounding area.

### **Domination of the Neighborhood**

This property has frontage on North Scott, with commercial users and commercially zoned properties to the north, south, and west.

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

The surrounding properties are zoned commercial or industrial. It is possible that the proposed digital text and display may detract or encroach upon the welfare or convenience of the public by contributing to light pollution.

## **STAFF RECOMMENDATION**

Staff recommends approval of Special Use Permit 17-03, to allow an electronic changeable sign at 617 N. Scott Avenue.

## **PLANNING COMMISSION ALTERNATIVES**

The Planning Commission has the following options available in the consideration of this application:

1. Approve the application as submitted upon finding that the requirements of Chapter 40, Special Use Permits, of the Unified Development Code have been satisfied.
2. Approve the application subject to specified conditions.
3. Table the application if additional information is needed, such as time of use or other related factors.
4. Deny the application if the required findings cannot be made or if the proposed use is found to be incompatible with the neighborhood.

# **SECTION VII**

## **A**



**R2017-14**

**A RESOLUTION RECOGNIZING THE CITY OF BELTON AND SHEILA ERNZEN, FINANCE DIRECTOR, FOR ACHIEVING THE GOVERNMENT FINANCE OFFICERS ASSOCIATION'S CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING.**

**WHEREAS**, the Government Finance Officers Association (GFOA) was founded in 1906 and represents more than 17,000 government finance professionals throughout the United States and Canada; and

**WHEREAS**, the Certificate of Achievement for Excellence in Financial Reporting is the highest form of recognition in the area of government accounting and financial reporting; and

**WHEREAS**, the City of Belton and Sheila Ernzen, Finance Director, have received this award for the Fiscal Year 2016 Comprehensive Annual Financial Report (CAFR).

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

**SECTION 1.** That the Mayor and City Council recognize Sheila Ernzen, Finance Director, and the employees of the Finance Department for their dedicated work and achievement of this esteemed award.

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

**SECTION 3.** That all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.

Duly read and passed this 25<sup>th</sup> day of April, 2017.

---

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 25<sup>th</sup> day of April, 2017, and adopted at a regular meeting of the City Council held the 25<sup>th</sup> day of April, 2017 by the following vote, to-wit:

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

---

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



**Government Finance Officers Association**  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

February 23, 2017

The Honorable Jeff Davis  
Mayor  
City of Belton  
506 Main Street  
Belton MO 64012

Dear Mayor Davis:

We are pleased to notify you that your comprehensive annual financial report (CAFR) for the fiscal year ended 2016 qualifies for a Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An award for the Certificate of Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the CAFR. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release is enclosed to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

Todd Buikema, Acting Director-Technical Services Center  
Government Finance Officers Association



**Government Finance Officers Association**  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

02/23/2017

NEWS RELEASE

For Information contact:  
Todd Buikema (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Belton** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR.

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.

