



**CITY OF BELTON
CITY COUNCIL
REGULAR MEETING
TUESDAY, DECEMBER 12, 2017 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

- I. CALL REGULAR MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – Councilman Fletcher
- III. ROLL CALL
- IV. CONSENT AGENDA

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

- A. **Motion approving the minutes of the November 28, 2017, City Council Regular Meeting.**

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- B. **Motion approving the cancelation of the January 2, 2018, work session for the holiday.**

- V. PERSONAL APPEARANCES
- VI. ORDINANCES

- A. Motion approving final reading of Bill No. 2017-101:
An ordinance amending Chapter 36 – subdivision regulations, section 36-35 (a) (3), section 36-35 (b) (10) and section 36-36 (b) of the Unified Development Code to consolidate and revise the regulations on final plat submissions and professional land surveyor duties, to be consistent with Missouri Revised Statute RSMo 327.272.
- B. Motion approving first reading of Bill No. 2017-102:
An ordinance of the City of Belton, Missouri, approving a training agreement between the City of Belton, by and through its Fire Department, and the American National Red Cross.

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C. Motion approving first reading of Bill No. 2017-103:

An ordinance approving a municipal lease and option agreement with Municipal Asset Management, Inc. to lease replacement indoor fitness equipment for use at the Belton Parks High Blue Wellness Center and providing access to insurance coverage through the City's equipment policy.

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D. Motion approving first reading of Bill No. 2017-104:

An ordinance amending Chapter 11 – Health and Sanitation, Article IV – Solid Waste, Chapter 6 – Business Licenses and Regulations and Appendix A – Schedule of Fees and Charges of the Code of Ordinances of the City of Belton, Missouri to implement the centralized residential trash collection program and update the solid waste, recyclable materials and yard waste regulations.

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- VII. RESOLUTIONS
- VIII. CITY COUNCIL LIAISON REPORTS
- IX. MAYOR'S COMMUNICATIONS
- X. CITY MANAGER'S REPORT
- XI. MOTIONS
- XII. OTHER BUSINESS
- XIII. ADJOURN

SECTION IV

A

**MINUTES OF THE
BELTON CITY COUNCIL
REGULAR MEETING
NOVEMBER 28, 2017
CITY HALL ANNEX, 520 MAIN STREET
BELTON, MISSOURI**

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

Councilman Lathrop led the Pledge of Allegiance to the Flag.

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

CONSENT AGENDA:

Councilman Trutzel moved to approve the consent agenda consisting of a **motion approving the minutes of the November 14, 2017, City Council Regular Meeting and a motion approving Resolution R2017-54: A resolution appointing Kara Anderson to the Planning Commission.** Councilwoman Peek seconded. All present voted in favor. Councilman Savage absent. Consent agenda approved.

ORDINANCES:

Patti Ledford, City Clerk, gave the final reading of Bill No. 2017-93: **An ordinance amending Chapter 18 - General Use Regulations, Section 18-8 - North Scott Corridor Overlay District + Guidelines; Chapter 6 - Agricultural and Residential Zoning Districts, Section 6-2 (a) - Bulk and Dimensional Standards Table; Chapter 12 - Commercial, Industrial, Parks, Recreation and Public Use Zoning Districts; Section 12-1 (j) - Business, Commercial and Industrial districts, and Section 12-2 (a) - Bulk and Dimensional Standards Table; Chapter 22 - Landscaping and Screening, Section 22-1 (c) - Applicability; Chapter 28 - Performance Standards, Section 28-1 (5) - Building Design Standards; Chapter 30 - Signs, Section 30-2 - Applicability; and Chapter 40 - Use Specific Standards - Residential, Commercial, Other, Section 40-1 (h) (1) - Use Specific Standards to implement the standards and code revisions from the North Scott Corridor Overlay District + Guidelines dated November 7, 2017.** Presented by Councilman Trutzel, seconded by Councilwoman Peek. The Council was polled and the following vote recorded; Ayes: 7, Mayor Davis, Councilmen Newell, Councilwoman Peek, Councilmen Fletcher, Finn, Trutzel, and VanWinkle; Noes: 1, Councilman Lathrop; Absent: 1, Councilman Savage. Bill No. 2017-93 was declared passed and in full force and effect as Ordinance No. 2017-4393, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-94: **An ordinance approving a development and maintenance agreement for Autumn Woods, a 9.81 acre subdivision in the City of Belton, Cass County, Missouri.** Presented by Councilman Finn, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Newell, Finn, Trutzel, Mayor Davis, Councilmen Lathrop, Fletcher, VanWinkle and Councilwoman Peek; Noes: None; Absent: $\frac{1}{4}$, Councilman Savage. Bill No. 2017-94 was

declared passed and in full force and effect as Ordinance No. 2017-4394, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-95: **An ordinance amending Appendix B – Traffic Schedules, table 6 – No Parking Zones as referenced to Chapter 13 – Section 13-333 in the Code of Ordinances of the City of Belton, Missouri to include no parking on the south side of Spring Valley road from Lea Avenue to Bel-Ray Boulevard.** Presented by Councilman Finn, seconded by Councilwoman Peek. The Council was polled and the following vote recorded; Ayes: 8, Mayor Davis, Councilmen Trutzel, Lathrop, Newell, Fletcher, VanWinkle, Finn and Councilwoman Peek; Noes: None; Absent: 1, Councilman Savage. Bill No. 2017-95 was declared passed and in full force and effect as Ordinance No. 2017-4395, subject to Mayoral veto.

Councilman Newell moved to postpone the final reading of Bill No. 2017-96: **An ordinance authorizing and approving a minor construction service agreement with Performance Contracting of Kansas, Inc. for the painting of the operations building of the Belton wastewater treatment facility in a not-to-exceed amount of \$11,813.00 to the December 5, 2017, special meeting.** Councilwoman Peek seconded. Vote to postpone the final reading of Bill No. 2017-96 was approved with all present voting in favor. Councilman Savage absent. Motion carried.

Ms. Ledford read Bill No. 2017-98: **An ordinance of the City of Belton, Missouri, calling for and establishing the date of the general city election for municipal officers to be held on April 3, 2018.** Presented by Councilman Trutzel, seconded by Councilwoman Peek. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

Ms. Ledford read Bill No. 2017-99: **An ordinance approving the re-appropriation & revision of the Fiscal Year 2018 adopted city budget to replace the stolen city vehicle for the Planning and Building Department inspectors.** Presented by Councilman Lathrop, seconded by Councilwoman Peek. Councilman Trutzel said he was not aware the vehicle was stolen. Police Chief James Person explained that the vehicle was stolen while the building inspector was doing an inspection in the Fairway Ridge subdivision in September. Councilman Peek asked how the vehicle was stolen. Chief Person said the inspector left the vehicle running while doing a basement inspection; the vehicle was in his sight. Subsequently, the vehicle was recovered in Lee's Summit and stripped. Ms. Barton said the city received a check from MPR for \$4,000 but the car was valued at \$100.00 on the insurance schedule. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. **Councilman Newell moved to hear the final reading.** Councilwoman Peek seconded. All present voted in favor. The final reading was read. Presented by Councilman Trutzel, seconded by Councilwoman Peek. The Council was polled and the following vote recorded; Ayes: 8, Councilwoman Peek, Councilman VanWinkle, Mayor Davis, Councilmen Newell, Finn, Fletcher, Trutzel, and Lathrop; Noes: None; Absent: 1, Councilman Savage. Bill No. 2017-99 was declared passed and in full force and effect as Ordinance No. 2017-4396, subject to Mayoral veto.

Ms. Ledford read Bill No. 2017-100: **An ordinance authorizing and approving a cooperative agreement between the City of Belton, Missouri and the City of Grandview, Missouri to support payment of electrical energy for streetlights on East 155th Street.** Presented by Councilman Lathrop, seconded by Councilman Trutzel. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. **Councilman Lathrop moved to**

hear the final reading. Councilman Trutzel seconded. All present voted in favor. The final reading was read. Presented by Councilwoman Peek, seconded by Councilman VanWinkle. The Council was polled and the following vote recorded; Ayes: 8, Councilman Fletcher, Councilwoman Peek, Councilman Lathrop, Mayor Davis, Councilmen Trutzel, Finn, VanWinkle, and Newell; Noes: None; Absent: 1, Councilman Savage. Bill No. 2017-100 was declared passed and in full force and effect as Ordinance No. 2017-4397, subject to Mayoral veto.

CITY COUNCIL LIAISON REPORTS:

Councilman Trutzel gave a brief Public Works Committee Report:

- Autumn Woods is working on utilities. Water and sewer main installation are being tested.
- Cracker Barrel will begin construction in Spring 2018. Construction plans are being reviewed.
- Fairfield Inn is in the construction review phase.
- Traditions has a certificate of occupancy
- Belton Nexus Trail continues to work. The most obvious work is being done on 58 Highway. Concrete work is about 80% done.
- City of Belton is still working on a second water source.
- Trek has developed a conceptual design on 58 Highway and Y and presented it to the Transportation Development District for feedback.
- Ribbon cutting for 155th Street (County Line Road) is set for December 15.
- Turner Road will not open until street signals are installed.

Mayor Davis said without the Nexus Trail project complete people are walking in the road because the sidewalks are not done. If we have a heavy snow will we notify businesses they are responsible for the removal of snow from their sidewalks, because the last big snow fall we had people were walking on 58 Highway because the snow was piled on the sidewalks. Michael Doi, Public Works Director, said we will be prepared for that and definitely let people know. There will also be an insert in the utility bills from public works informing citizens where to park and not park and how to clean your driveway during a snow storm. to their obligation of maintaining the sidewalks in front of their homes clear from snow as well as informing citizens where they can and cannot park.

Councilwoman Lorrie Peek, Park Liaison, gave the following Park report:

Park Board:

- The resurfacing of the men and women's locker room floors at High Blue Center are still planned for December.
- High Blue Wellness Center will again be doing The Biggest Loser contest. Contact Annette at High Blue for additional information.
- Mayor's Christmas tree lighting was November 27 at Memorial Park. It was well attended and a lot of great donations were raffled off. A huge thank you to the Park Department and City staff that helped to make it such a success.

Mayor Davis and Ms. Barton commented on the Mayor's Christmas tree event. Ms. Barton went on to say that the Mayor's Christmas Tree Lighting ceremony was a huge success. The Park

Department was fabulous to work with. She gave kudos to Patti Ledford, City Clerk, and Andrea Cunningham, Administration Executive Secretary, who were instrumental in pulling this off in such a short time frame and it was such a huge success because they were there through a gift of love and it showed.

Tree Board:

- Strategic planning work shop including the Belton Tree Board and Memorial Park Arboretum Committee is scheduled for December 5th, 5:00 -7:00 p.m.
- Nominations for the 2017 Blue Ribbon Tree program are accepted through November 30th. Nomination forms are available Belton High Blue Wellness Center and City Hall. For more information visit the Belton Tree Board Facebook page.

MAYOR'S COMMUNICATIONS:

Mayor Davis said was the Main Street Merchants Christmas on Main Street. It was well attended. Also, Saturday was small business shopping locally on Saturday and it was also well attended.

He also reported on the Mayor's Christmas tree event. He said Josh Burnett, KC Rim Shop, donated over 6,100 canned goods. He has always been a great giver. There will be a lot of pantries filled this year. He went on to say it is exciting to see kids with smiles on their faces.

Today was the monument dedication on Markey/Mullen Road. The 58/71 group sold the property and eventually dedicated 10 acres to build Markey Parkway. This has been a springboard for us in our economy; all of the living investors where there. Mike Stegner, MSE Hardscapes, donated time and SEMCO donated rock so it was all free and David Christie, developer, bought the plaque that is on the monument. It was well attended.

CITY MANAGER'S REPORT:

Ms. Barton thanked Vanda Meehan, Assistant Park Director, for her help with the Mayor's Christmas Tree Lighting. She said she is a valuable resource and she helped coordinate and took care of the marketing and flyers. She thanked Shane DeWald, Park Director, and all of the volunteers that helped, including retired employees. Police Chief James Person was the Master of Ceremonies. She said she appreciated all the endeavors.

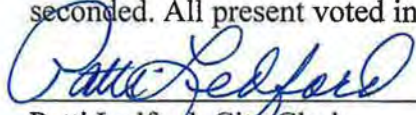
OTHER BUSINESS:

Councilman Finn announced that the Belton High School wrestling team beat the Grandview Bulldogs by a score of 58-21.

At 7:25 P.M., Councilman Trutzel moved to enter Executive Session to discuss matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3, and that the record be closed. Councilwoman Peek seconded. The following vote was recorded; Ayes: 8, Mayor Davis, Councilmen Fletcher, Trutzel, Lathrop, Newell, VanWinkle, Councilwoman Peek, and Councilman Finn; Noes: None; Absent: 1, Councilman Savage.

The Council returned from Executive Session at 7:44 P.M.

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



Patti Ledford, City Clerk

Jeff Davis, Mayor

SECTION VI

B

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI, APPROVING A TRAINING AGREEMENT BETWEEN THE CITY OF BELTON, BY AND THROUGH ITS FIRE DEPARTMENT, AND THE AMERICAN NATIONAL RED CROSS.

WHEREAS, the City of Belton Fire Department offers Cardio Pulmonary Resuscitation/Automated External Defibrillator and First Aid training to the public on a cost per class bases to provide a valuable community service teaching lifesaving skills to be used in emergency situations; and

WHEREAS, administrative costs and logistics through the current provider American Heart Association are becoming increasingly higher and more difficult; and

WHEREAS, the American National Red Cross offers comparable classes with lower prices and better alternatives to the end user customers as well as more favorable administrative procedures; and

WHEREAS, City Council believes approval of the agreement with the American National Red Cross for delivering public CPR/AED and First Aid training is in the best interest of the city and its Fire Department training program.

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

SECTION 1. That the Licensed Training Provider Agreement with The American National Red Cross attached as **Exhibit A**, is hereby approved for purposes described above.

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

SECTION 3. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: December 12, 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 12th day of December, 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



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM**

AGENDA DATE: December 12, 2017

DIVISION: FIRE DEPARTMENT

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

Enter into a Licensed Training Provider Agreement with The American National Red Cross for more cost effective and efficient training for citizens in CPR and AED.

PROPOSED CITY COUNCIL MOTION:

Approve an Ordinance to enter into a Licensed Training Provider Agreement with The American National Red Cross.

BACKGROUND/JUSTIFICATION:

The Fire Department currently provides CPR/AED and First Aid training to the public on a fee bases. We currently deliver these classes through the American Heart Association. Administrative requirements are becoming more stringent and difficult. The cost of certification materials are also rising. We will not be able to completely sever ties with the American Heart Association as it is the only entity that can supply the Advanced Cardiac Life Support Training required for our paramedics. However, The American National Red Cross offers similar classes that would be acceptable for most customers we currently serve. The American National Red Cross offers resources cheaper and in some cases free to the students. The administrative structure is also much easier for instructors to interact with. The cost impact to the City is very negligible and is already money the Fire Department is spending through the American Heart Association.

STAFF RECOMMENDATION:

Staff recommends approval of the training agreement with The National American Red Cross.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Training agreement
- Student certification cost matrix



Licensed Training Provider Agreement

This **Licensed Training Provider Agreement** ("Agreement") is by and between The American National Red Cross ("Red Cross") and **City of Belton by and through Belton Fire Department** (the "LTP") (each a "Party" and together the "Parties"), effective as of the last date of signature ("Effective Date"), in order to permit the LTP's associated Red Cross certified instructors in good standing ("Instructors") to license Red Cross training materials for the LTP's use in the instruction of Red Cross training courses specified on Appendix B ("Courses") within the jurisdictions listed in Appendix C.

1. LTP Responsibilities. In connection with offering the Courses, LTP agrees that it will:

- 1.1. Require its Instructors to maintain Red Cross certifications appropriate for the Courses they will be teaching.
- 1.2. Notify Red Cross within ten (10) business days of any additions, deletions, or changes to Instructors permitted by LTP to teach on its behalf during the term of the Agreement.
- 1.3. Obtain Red Cross confirmation of the certification and authorization status of new LTP Instructors before permitting such Instructors to teach a Course.
- 1.4. Be responsible for the oversight of LTP's Instructors and require that they teach Courses using Red Cross course materials ("Course Materials"), and offer Courses in accordance with the current Red Cross LTP Resource Guide, policies and procedures (collectively, the "Policies").
- 1.5. Herein understand and acknowledge that the Red Cross is only permitted to solicit, deliver services and provide program support within the jurisdiction of the United States and its territories ("U.S."), and LTP agrees to only teach Courses and otherwise perform under this Agreement in the U.S.
- 1.6. Permit Red Cross to perform random observations of LTP's Courses.
- 1.7. Permit Red Cross, in its sole discretion, to post LTP's contact and course information on its website to allow potential course participants to search and locate them regarding Course availability.
- 1.8. Enter training records ("Course Records") with payment (credit card or invoice, if approved) and other required information into the Learning Management System ("LMS") or any applicable successive Red Cross electronic records system within five (5) calendar days of Course completion, and comply with all terms and conditions of such system during such use.
- 1.9. Timely payment of the required fees in connection with the Agreement.
- 1.10. Recognize its responsibility for all liabilities arising out of LTP's performance under this Agreement. LTP understands and acknowledges it is the responsibility of the LTP to obtain adequate insurance to cover its performance, and the performance of its employees and contractors, under this Agreement, as Red Cross insurance does not extend to LTP or its Instructors or other subcontractors.
- 1.11. Intentionally omitted.
- 1.12. Intentionally omitted.

2. Red Cross Responsibilities. To facilitate LTP's Course offerings, Red Cross agrees that it will:

- 2.1 Make Red Cross training content and Course Materials available to LTP's Instructors, at respective additional fees, through a limited and non-exclusive license to use the Course Materials solely in connection with the Agreement, which such license may not be assigned or sub-licensed.



- 2.2 Approve properly submitted Course Records and provide digital certifications for Course participants, if applicable.
- 2.3 Provide LTP with access to Red Cross electronic resources allowing LTP to enter Course Records and print Course certificates.

3. Term and Termination.

- 3.1 This Agreement will be effective as of the Effective Date and ends on the day before the thirty-six (36) month anniversary thereof, unless earlier terminated as provided below.
- 3.2 Red Cross reserves the right to immediately terminate this Agreement if LTP does not abide by the terms of this Agreement or the Policies.
- 3.3 The provisions of this Agreement, which by their very nature are incapable of being fully performed or enforced prior to expiration or termination, shall survive any such expiration or termination of this Agreement.

4. Fees and Invoicing.

- 4.1 LTP will remit payment by credit card or will be invoiced, if approved.
- 4.2 Fees are set forth on Appendix B.
- 4.3 Customers who are approved will receive an invoice following the class. Payment in full is due thirty (30) days from the date of the invoice. Payment of invoice is accepted by credit card or check only. Past due amounts shall be subject to collections actions and may be referred to an external collections agency which will result in the Customer's invoicing privileges being terminated. Credit card payment will be required if invoicing privileges are suspended or terminated.
- 4.4 To make a payment by credit card, call 888-284-0607. To pay an invoice by check, include the remittance advice showing the customer account name, number and invoice number and send to:
American Red Cross - Health & Safety Services
25688 Network Place
Chicago, IL 60673-1256
- 4.5 For questions or concerns about your invoice, please email billing@redcross.org or call the number listed on the invoice.
- 4.6 Red Cross reserves the right to change its fees and related policies in its sole discretion upon thirty (30) days advance notice of such changes. If the LTP does not agree to such changes, it has the right to terminate the Agreement as of the date of such change.
- 4.7 If the Red Cross determines that any course offered by the LTP and/or its Instructors is not taught in accordance with Red Cross Policies, the LTP will be responsible for any costs associated with the re-training of course participants. Red Cross, in its sole discretion, will determine the appropriate party to conduct the re-training, which may include the LTP or any Red Cross employee, volunteer, or Licensed Training Provider.

5. Notices. Each Party's contact for notices under this Agreement is listed on Appendix A.

6. Confidentiality and Intellectual Property.



- 6.1 Except as required by applicable law, including Missouri's Sunshine Laws, or otherwise provided herein, each Party shall maintain the confidentiality of all provisions of this Agreement or other confidential information, documents and materials received for the purposes of this Agreement.
- 6.2 Red Cross is the owner of various trade names, trademarks, Course Materials and other copyrighted and proprietary content ("Red Cross IP"). Subject to the terms and conditions of this Agreement, Red Cross hereby grants LTP a limited and non-exclusive license to use the Red Cross IP solely in connection with the Agreement and such license may not be assigned or sub-licensed. Course Materials may be downloaded, reused or purchased; however, LTP agrees not to revise, edit or create derivative works of any Course Materials or Red Cross proprietary content, in whole or in part, unless specifically approved in writing by the Red Cross. LTP acknowledges and agrees that (1) the Red Cross IP is a valuable asset of Red Cross and substantial recognition and goodwill are associated with the Red Cross IP, (2) the license granted hereunder does not constitute a transfer to LTP of any ownership rights in the Red Cross Marks, and (3) LTP's use of the Red Cross IP shall inure solely to the benefit of Red Cross. Upon conclusion of this Agreement, any and all licenses granted to use the Red Cross IP will terminate immediately.
- 6.3 Intentionally omitted.
- 6.4 Intentionally omitted.

7. Miscellaneous.

- 7.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and undertakings, both written and oral, between the Parties.
- 7.2 Amendments. This Agreement may only be amended or modified by the Parties in writing.
- 7.3 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Red Cross and the Customer shall promptly negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder. But, in no way shall the Invalid Provision affect the validity or enforceability of any other portion or provision of this Agreement, regardless of the ability of the Parties to negotiate a new provision.
- 7.4 Independent Contractors. Each Party shall furnish its services hereunder as an independent contractor, and nothing herein shall create any association, partnership or joint venture between the Parties or an employer-employee relationship. No agent, employee or servant of any Party shall be, or shall be deemed to be, the employee, agent or servant of the other Party, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.
- 7.5 Assignment. This Agreement shall not be assigned in whole or in part without the prior written consent of the other Party.
- 7.6 Intentionally omitted.
- 7.7 Intentionally omitted.

- 8. **Entire Agreement and Modifications**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior Licensed Training Provider Agreements and undertakings, both written and oral, between the Parties. Unless otherwise pursuant to this Agreement, all proposed modifications or additions to this Agreement, including but not limited to Customer purchase orders and accompanying terms and conditions, must be in writing and duly executed by both parties to take effect.



The Parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the Effective Date. Execution of this Agreement confirms LTP's receipt of the LTP Resource Guide, which may be updated from time to time.

Customer Name: City of Belton by and through Belton Fire Department	The American National Red Cross
Customer Signature:	Red Cross Signature:
Name:	Name: Nathan Griffin
Title:	Title: Strategic Account Executive
Date:	Date:



**Licensed Training Provider Agreement
Appendix A – Contact Information**

Customer Information	
Customer: City of Belton by and through Belton Fire Department	
Customer Address: 16300 N. Mullen Rd. Belton, MO 64012	Customer Fax: _____
Organization ID: BELTONFIREDEPT	
Customer Contact: John Sapp	
Customer Contact Email: jsapp@beltonfire.org	
Customer Contact Phone: (816) 331-7969	Extension: _____
Billing Contact Name: John Sapp	
Billing Contact Phone: (816) 331-7969	Extension: _____
Billing Contact Email: jsapp@beltonfire.org	
Customer Billing Address : 16300 N. Mullen Rd. Belton, MO 64012	

Red Cross Strategic Account Executive	
Name: Nathan Griffin	
Phone: 913-620-7196	Ext.: _____
Email: nathan.griffin@redcross.org	

Legal Notice to be delivered to your Red Cross Strategic Account Executive with a copy to The American National Red Cross, Office of the General Counsel at 431 18TH Street NW, Washington, DC 20006.



Preparedness and Health and Safety Services

Appendix B – Courses, Equipment, Materials, and Fees

Product Code	Product	Quantity	Sales Price
AP-HSSSFA513	Adult and Pediatric CPR/AED	1.00	\$10.45
AP-HSSSFA513BBP	Adult and Pediatric CPR/AED and Bloodborne Pathogens	1.00	\$19.25
AP-HSSSFA415	Adult and Pediatric First Aid/CPR/AED	75.00	\$14.85
AP-HSSSFA516	Adult and Pediatric First Aid/CPR/AED	1.00	\$14.85
AP-HSSSFA516BBP	Adult and Pediatric First Aid/CPR/AED and Bloodborne Pathogens	1.00	\$19.25
AP-HSSSFA511	Adult CPR/AED	1.00	\$10.45
AP-HSSSFA107	Adult CPR/AED	1.00	\$10.45
AP-HSSSFA511BBP	Adult CPR/AED and Bloodborne Pathogens	1.00	\$14.85
AP-HSSSFA107C	Adult CPR/AED Challenge	1.00	\$10.45
AP-HSSSFA107R	Adult CPR/AED Review	1.00	\$10.45
AP-HSSSFA404	Adult First Aid/CPR/AED	25.00	\$14.85
AP-HSSSFA514	Adult First Aid/CPR/AED	1.00	\$14.85
AP-HSSSFA514BBP	Adult First Aid/CPR/AED and Bloodborne Pathogens	1.00	\$19.25
AP-HSSSFA404C	Adult First Aid/CPR/AED Challenge	1.00	\$14.85
AP-HSSSFA404R	Adult First Aid/CPR/AED Review	1.00	\$14.85
AP-HSSSFA502	Asthma Inhaler Training	1.00	\$4.40
AP-HSSSFA501	Epinephrine Auto-Injector Training	1.00	\$4.40
AP-HSSSFA101	First Aid	1.00	\$10.45
AP-HSSSFA510	First Aid	1.00	\$10.45
AP-HSSSFA510BBP	First Aid and Bloodborne Pathogens	1.00	\$14.85
AP-HSSSFA101C	First Aid Challenge	1.00	\$10.45
AP-HSSSFA101R	First Aid Review	1.00	\$10.45
AP-HSSSFA512	Pediatric CPR/AED	1.00	\$10.45
AP-HSSSFA512BBP	Pediatric CPR/AED and Bloodborne Pathogens	1.00	\$14.85
AP-HSSSFA515	Pediatric First Aid/CPR/AED	1.00	\$14.85
AP-HSSSFA515BBP	Pediatric First Aid/CPR/AED and Bloodborne Pathogens	1.00	\$19.25

*Note: Quantities are estimates. Additional classes can be added as needed. Please contact your Red Cross representative as listed on page 4 of the agreement.

Equipment and Materials

Training equipment, materials and other supplies may be purchased through your Sales Representative or www.RedCrossStore.org.



Preparedness and Health and Safety Services

Method of Payment

Preferred Payment Type

Invoice

Red Cross PO#

BeltonFireDepartment1017

SECTION VI
C

AN ORDINANCE APPROVING A MUNICIPAL LEASE AND OPTION AGREEMENT WITH MUNICIPAL ASSET MANAGEMENT, INC. TO LEASE REPLACEMENT INDOOR FITNESS EQUIPMENT FOR USE AT THE BELTON PARKS HIGH BLUE WELLNESS CENTER AND PROVIDING ACCESS TO INSURANCE COVERAGE THROUGH THE CITY'S EQUIPMENT POLICY.

WHEREAS, the Parks and Recreation Department completed a competitive bid process for indoor fitness equipment and the bid was awarded to Premier Picks, LLC ; and

WHEREAS, the lease documents, herein attached and incorporated to this Ordinance as **Exhibit "A,"** specify a forty-eight (48) month repayment period totaling ninety-one thousand, two hundred, ninety-six (\$91,296.00) dollars in principal and interest and require insurance on the equipment which will be provided through the City's insurance company; and

WHEREAS, the Parks and Recreation Board has approved and authorized the terms and conditions of the Agreement, and is forwarding to the Belton City Council for approval as the City's Governing Body; and

WHEREAS, the City Council has determined that it is in the best interest of the public parks system to approve this operating lease for the fitness equipment and afford access to insurance coverage through the City's equipment policy.

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

Section 1. That the Municipal Lease and Option Agreement with Municipal Asset Management, Inc. is hereby approved.

Section 2. That the Mayor is authorized and directed to execute the appropriate, related documents under the Agreement on behalf of the City.

Section 3. That the new fitness equipment will be placed on the City's insurance policy with costs allocated to the Parks Department.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval.

Section 5. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: December 12, 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 12th day December, 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

Exhibit "A"

Municipal Lease and Option Agreement, Dated January 15, 2018

Accepted by Lessor:
Municipal Asset Management, Inc. 25288 Foothills Drive, North Golden, CO 80401
By:
Name: Paul E. Collings
Title: President
Date:

Agreed to by Lessee:
City of Belton Parks and Recreation Department , MO 16400 North Mullen Road Belton, MO 64012
By:
Name:
Title:
Date:

AGREEMENT: Lessor hereby leases to Lessee and Lessee hereby rents from Lessor all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Municipal Lease and Option Agreement together with the Property Schedule shall be defined as the Agreement.

LEASE TERM: The Lease Term of the Property listed in the Property Schedule shall commence upon the date of acceptance of the Property by Lessee and continue through the end of the Lessee's current fiscal year and, unless terminated as set forth in this Lease, shall be automatically renewed on a year-to-year basis for the number of fiscal years (or partial fiscal years) necessary to comprise the lease term as set forth in Property Schedule 1. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. This Agreement is a triple net lease.

LEASE PAYMENTS: Lessee shall pay rent to Lessor for the Property in the amounts, and on the dates specified, in the Property Schedule, subject to Lessee's right to terminate as herein provided. The parties acknowledge and agree that the rent shall be allocated and divided among (i) the capital cost required to purchase the Property, and (ii) the amount included in the rent payment as interest, each as set forth in the Property Schedule 1. A portion of each rent payment is paid as and represents the payment of interest as set forth in the Property Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

NO OFFSET: SUBJECT TO THE RIGHT TO NON-APPROPRIATE, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes and governmental charges assessed or levied against or with respect to the Property.

LATE CHARGES: To the extent permitted by law, any unpaid Lease Payment or other amount payable by Lessee to the Lessor hereunder, shall bear interest at the lesser of (a) the rate payable on the principal portion of the Purchase Price, plus five full percentage points per annum, or (b) the maximum rate allowed by law.

MAINTENANCE OF PROPERTY: At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Lessee. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Lessor with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. All such liability insurance shall name Lessor as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such change of status.

QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTEREST: To secure Lessee's obligations hereunder, Lessor is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Provided there does not exist an Event of Default as defined herein, the Lessee shall have the right of quiet enjoyment of the Property throughout the Lease Term. If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Lease Term with respect to any item of Property, Lessor's interest in such Property shall terminate. Unless otherwise required by law, title to the Property shall be in the name of Lessee, subject to Lessor's interest hereunder.

TAX EXEMPTION: The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes.

REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee hereby represents and warrants to Lessor that: (a) Lessee is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto. If Lessee is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder. (c) All legal requirements have been met, and procedures have been

followed, including public bidding, in order to ensure the enforceability of this Agreement. (d) The Property will be used by Lessee only for governmental or proprietary functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Lessee's need for the Property is not expected to diminish during the term of the Agreement. (e) Lessee has funds available to pay Lease Payments until the end of its current appropriation period, and it intends to request funds to make Lease Payments in each appropriation period, from now until the end of the term of this Agreement. (f) The Lessee shall comply at all times with all applicable requirements of the Code. (g) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

INDEMNIFICATION OF LESSOR: To the extent permitted by law, Lessee shall indemnify and save Lessor harmless from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, the Property by Lessee, (b) any breach or default on the part of Lessee in the performance of any of its obligations under this Agreement or any other agreement made and entered in connection with the lease of the Property, (c) any act of negligence of Lessee, or its successors or assigns, or any of its agents, contractors, servants, employees, or licensees with respect to the Property, (d) the acquisition, delivery, and acceptance of the Property, (e) the actions of any other party including, but not limited to, the ownership, operation, or use of the Property by Lessee, or (f) Lessor's exercise and performance of its powers and duties hereunder. No indemnification will be made for negligence or breach of duty under this Agreement by Lessor, its directors, officers, agents, employees, successors, or assignees. Lessee's obligations under this Section shall remain valid and binding notwithstanding termination or assignment of this Agreement.

NON-APPROPRIATION: If sufficient funds are not appropriated to make Lease Payments under this Agreement, this Agreement shall terminate and Lessee shall not be obligated to make Lease Payments under this Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such an event, Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property to Lessor. If Lessee fails to deliver possession of the Property to Lessor, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

ASSIGNMENT BY LESSEE: Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein.

ASSIGNMENT BY LESSOR: Lessor may assign, sell or encumber all or any part of this Agreement, the Lease Payments and any other rights or interests of Lessor hereunder. Such assignees may include trust agents for the benefit of holders of certificates of participation. No such assignment shall be effective as against the Lessee until the Lessor or its assignee shall have filed with the Lessee written notice of assignment identifying the assignee.

EVENTS OF DEFAULT: Lessee shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Lessor in writing: (a) Default by Lessee in payment of any Lease Payment or any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee, or (b) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Lessee, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Lessee, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Lessee.

REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and at any time thereafter, Lessor may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect: (a) terminate the Agreement and all of Lessee's rights hereunder as to any or all items of Property; (b) proceed by appropriate court action to personally, or by its agents, take possession from Lessee of any or all items of Property wherever found and for this purpose enter upon Lessee's premises where any item of Property is located and remove such item of Property free from all claims of any nature whatsoever by Lessee and Lessor may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the Property in excess of the sum required to (i) pay to Lessor an amount equal to the total unpaid principal component of Lease Payments under the Property Schedule, including principal component not otherwise due until future fiscal years, (ii) pay any other amounts then due under the Property Schedule and this Agreement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property and the Event of Default (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee; (c) proceed by appropriate court action or actions to enforce performance by Lessee of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Lessor at law or in equity or otherwise; (d) declare all unpaid Lease Payments and other sums payable hereunder during the current fiscal year of the Lease Term to be immediately due and payable without any presentment, demand or protest and / or take any and all actions to which Lessor shall be entitled under applicable law. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Lessor or Lessee at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS AND WAIVERS: This Agreement and the Property Schedule executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Property and this Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Lessee's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.

Property Schedule 1 to Municipal Lease and Option Agreement

This **Property Schedule** is entered into pursuant to Municipal Lease and Option Agreement dated as of January 15, 2018 between Lessor and Lessee.

1. **Interpretation.** The terms and conditions of the Municipal Lease and Option Agreement (the "Agreement") are incorporated herein.
2. **Property Description.** The Property subject to this Property Schedule is described in Exhibit A, attached hereto.
3. **Term and Payments.** Lease Term and Lease Payments are per the table below. Lessee shall have the option to prepay the Lease Payments due under this Property Schedule on any Payment Date by paying the Purchase Price shown in the table below, plus any other amounts due and owing at the time of prepayment.
4. **Property Cost.** The total acquisition cost of the Property is \$81,144.00

Pmt #	Payment Date	Principal Balance	Total Payment	Interest Portion	Principal Portion	Purchase Price*
		81,144.00				
1	5-Mar-18	79,887.77	1,902.00	645.77	1,256.23	84,490.47
2	5-Apr-18	78,367.23	1,902.00	381.46	1,520.54	82,789.14
3	5-May-18	76,839.43	1,902.00	374.20	1,527.80	81,083.76
4	5-Jun-18	75,304.34	1,902.00	366.91	1,535.09	79,374.34
5	5-Jul-18	73,761.92	1,902.00	359.58	1,542.42	77,660.85
6	5-Aug-18	72,212.13	1,902.00	352.21	1,549.79	75,943.30
7	5-Sep-18	70,654.94	1,902.00	344.81	1,557.19	74,221.66
8	5-Oct-18	69,090.32	1,902.00	337.38	1,564.62	72,495.94
9	5-Nov-18	67,518.23	1,902.00	329.91	1,572.09	70,766.12
10	5-Dec-18	65,938.63	1,902.00	322.40	1,579.60	69,032.19
11	5-Jan-19	64,351.49	1,902.00	314.86	1,587.14	67,294.14
12	5-Feb-19	62,756.77	1,902.00	307.28	1,594.72	65,551.96
13	5-Mar-19	61,154.43	1,902.00	299.66	1,602.34	63,805.65
14	5-Apr-19	59,544.44	1,902.00	292.01	1,609.99	62,055.18
15	5-May-19	57,926.76	1,902.00	284.32	1,617.68	60,300.57
16	5-Jun-19	56,301.36	1,902.00	276.60	1,625.40	58,541.78
17	5-Jul-19	54,668.20	1,902.00	268.84	1,633.16	56,778.82
18	5-Aug-19	53,027.24	1,902.00	261.04	1,640.96	55,011.67
19	5-Sep-19	51,378.45	1,902.00	253.21	1,648.79	53,240.32
20	5-Oct-19	49,721.78	1,902.00	245.33	1,656.67	51,464.76
21	5-Nov-19	48,057.20	1,902.00	237.42	1,664.58	49,684.99
22	5-Dec-19	46,384.67	1,902.00	229.47	1,672.53	47,901.00
23	5-Jan-20	44,704.16	1,902.00	221.49	1,680.51	46,112.76
24	5-Feb-20	43,015.62	1,902.00	213.46	1,688.54	44,320.28
25	5-Mar-20	41,319.02	1,902.00	205.40	1,696.60	42,523.54
26	5-Apr-20	39,614.32	1,902.00	197.30	1,704.70	40,722.53
27	5-May-20	37,901.48	1,902.00	189.16	1,712.84	38,917.25
28	5-Jun-20	36,180.46	1,902.00	180.98	1,721.02	37,107.68
29	5-Jul-20	34,451.22	1,902.00	172.76	1,729.24	35,293.81
30	5-Aug-20	32,713.72	1,902.00	164.50	1,737.50	33,475.63
31	5-Sep-20	30,967.93	1,902.00	156.21	1,745.79	31,653.13
32	5-Oct-20	29,213.80	1,902.00	147.87	1,754.13	29,826.31
33	5-Nov-20	27,451.30	1,902.00	139.50	1,762.50	27,995.15
34	5-Dec-20	25,680.38	1,902.00	131.08	1,770.92	26,159.64
35	5-Jan-21	23,901.00	1,902.00	122.62	1,779.38	24,319.77
36	5-Feb-21	22,113.13	1,902.00	114.13	1,787.87	22,475.53
37	5-Mar-21	20,316.72	1,902.00	105.59	1,796.41	20,626.90
38	5-Apr-21	18,511.73	1,902.00	97.01	1,804.99	18,773.89
39	5-May-21	16,698.12	1,902.00	88.39	1,813.61	16,916.48

40	5-Jun-21	14,875.85	1,902.00	79.73	1,822.27	15,054.66
41	5-Jul-21	13,044.88	1,902.00	71.03	1,830.97	13,188.41
42	5-Aug-21	11,205.17	1,902.00	62.29	1,839.71	11,317.74
43	5-Sep-21	9,356.67	1,902.00	53.50	1,848.50	9,442.61
44	5-Oct-21	7,499.35	1,902.00	44.68	1,857.32	7,563.04
45	5-Nov-21	5,633.16	1,902.00	35.81	1,866.19	5,679.00
46	5-Dec-21	3,758.06	1,902.00	26.90	1,875.10	3,790.49
47	5-Jan-22	1,874.00	1,902.00	17.94	1,884.06	1,897.49
48	5-Feb-22	0.00	1,902.00	28.00	1,874.00	0.00
TOTALS			91,296.00	10,152.00	81,144.00	

* Purchase Price after the current lease payment has been made.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives.

Lessor: Municipal Asset Management, Inc.
By:
Name: Paul E. Collings
Title: President

Lessee: City of Belton Parks and Recreation Department, MO
By:
Name:
Title:

Attest:
By:
Name:
Title:

EXHIBIT A

Property Description

New Strength and Cardio Equipment

More fully described in the invoice(s) attached hereto and made a part hereof, including all present and future attachments, accessions, additions, substitutions and all proceeds thereof.

EXHIBIT B
Certificate of Acceptance to Municipal Lease and Option Agreement

This **Certificate of Acceptance** is pursuant to Municipal Lease and Option Agreement dated as of January 15, 2018 and the related Property Schedule, between Lessor and Lessee (the "Agreement").

1. **Property Acceptance.** Lessee hereby certifies and represents to Lessor that the Property referenced in the Agreement has been acquired, made, delivered, installed and accepted as of the date indicated below. Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes. Lessee will immediately begin making Lease Payments in accordance with the times and amounts specified herein. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE.

IN WITNESS WHEREOF, Lessee has caused this Certificate of Acceptance to be executed by their duly authorized representative.

Acceptance Date:
Lessee: City of Belton Parks and Recreation Department, MO
By:
Name:
Title:

Request for Certificate of Insurance
(Please fill out this form and fax it to your insurance company)

TO:
Insurance Company: _____

Contact Name: _____

Telephone Number: _____

Fax Number: _____

FROM:
Customer/Lessee Name: City of Belton ~~Parks and Recreation Department~~ MO
Contact Name: Shane DeWald
Telephone Number: 816-348-7400 ext. 7408
Fax Number: 816-348-7403

City of Belton Parks and Recreation Department, MO is in the process of financing certain equipment from Municipal Asset Management, Inc.. In order to facilitate this transaction, **please submit a Certificate of Insurance to:**

Municipal Asset Management, Inc. and its Assigns
25288 Foothills Drive North
Golden, CO 80401

City of Belton ~~Parks and Recreation Department~~, MO requests that Municipal Asset Management, Inc. be listed as: "Municipal Asset Management, Inc. and its Assigns" and named **ADDITIONAL INSURED** as to **public liability** coverage and **SOLE LOSS PAYEE** as to **property coverage**. A copy of said certificate should be forwarded to Municipal Asset Management, Inc. as described below.

NOTE: Coverage is to include (1) insurance against all risks of physical loss or damage to the Equipment (including theft and collision for Equipment consisting of motor vehicles) and (2) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage. In addition, Municipal Asset Management, Inc. is to receive 30 days' prior written notice of cancellation or material change in coverage.

Please fax this completed information to:

Municipal Asset Management, Inc.
Attention: Documents Administration
Fax Number: 303-273-9505
Phone Number: 303-273-9494

Please contact the person above if you have any questions. Thank you!

Notification of Tax Treatment

Municipal Asset Management, Inc. is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if you feel that your lease is subject to tax or whether a valid exemption exists.

_____ I agree that my lease is subject to sales/use tax.

_____ I am exempt from sales/use tax and I have attached a completed exemption certificate to Municipal Asset Management, Inc.

_____ I have previously provided a completed exemption certificate to Municipal Asset Management, Inc. which is valid for this transaction.

_____ I am exempt from state tax but subject to local tax. I have attached a completed exemption certificate.

_____ I have a valid abatement or property tax exemption (documentation attached).

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area? _____

Additional comments:

Lessee: City of Belton Parks and Recreation Department, MO
By:
Name:
Title:

SECTION VI

D

AN ORDINANCE AMENDING CHAPTER 11 – HEALTH AND SANITATION, ARTICLE IV – SOLID WASTE, CHAPTER 6 – BUSINESS LICENSES AND REGULATIONS AND APPENDIX A – SCHEDULE OF FEES AND CHARGES OF THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI TO IMPLEMENT THE CENTRALIZED RESIDENTIAL TRASH COLLECTION PROGRAM AND UPDATE THE SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE REGULATIONS.

WHEREAS, the City of Belton, Missouri Code of Ordinances was recodified in October 2011; and

WHEREAS, the amendments bring the City’s solid waste, recyclable materials and yard waste code into compliance with the newly adopted centralized residential trash collection program and state laws; and

WHEREAS, the City Manager, Public Works Director, and City Attorney reviewed Chapter 11 – Health and Sanitation, Article IV - Solid Waste, Chapter 6 – Business Licenses and Regulations and Appendix A – Schedule of Fees and Charges of the Code of Ordinances of the City of Belton, Missouri and determined the code and guidance on management of solid waste, recyclable materials and yard waste for both residential and commercial entities needed to be updated and revised; and

WHEREAS, the amendments reflect the newly adopted centralized residential trash collection program and city-wide contract, relocation of the business license requirements for solid waste, recyclable materials and yard waste haulers to Chapter 6 of the Code of Ordinances and updated Appendix A - Schedule of Fees and Charges associated with Chapters 6 and 11 of the Code of Ordinances; and

WHEREAS, the City Council believes that the amendments and updates to Chapter 11 – Health and Sanitation, Article IV - Solid Waste, Chapter 6 – Business Licenses and Regulations and Appendix A – Schedule of Fees and Charges of the Code of Ordinances of the City of Belton, Missouri are in the best interest of the citizens of the City.

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

Section 1. That the title of Chapter 11 – Health and Sanitation, Article IV – Solid Waste is hereby amended and revised with the addition of the highlighted text to read as follows and as provided in **Exhibit “A,”** herein attached and incorporated in this Ordinance:

Chapter 11 – Health and Sanitation

Article IV – Solid Waste, **Recyclable Materials, and Yard Waste**

Section 2. That Chapter 11 – Health and Sanitation, Article IV – Solid Waste, Sections 11-103 to and including 11-248 and Sections 11-284 to and including 11-337 are hereby repealed in their entirety and replaced with the regulations in **Exhibit “A,”** herein attached and incorporated to this Ordinance.

Section 3. That Chapter 11 – Health and Sanitation, Article IV – Solid Waste, Sections 11-249 to and including 11-283 are hereby amended and relocated to Chapter 6 – Business Licenses and Regulations, under a new Article number “XX” and titled – Solid Waste, Recyclable Materials and Yard Waste Haulers as detailed in **Exhibit “B,”** herein attached and incorporated to this Ordinance.

Section 4. That Appendix A – Schedule of Fees and Charges shall be amended as detailed in **Exhibit “C,”** herein attached and incorporated to this Ordinance.

Section 5. This Ordinance shall take effect and be in full force after passage and approval.

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

READ FOR THE FIRST TIME: December 12, 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 12th day of December, 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



**BELTON CODE OF ORDINANCES
CHAPTER 11 – HEALTH AND SANITATION
ARTICLE IV – SOLID WASTE**

**SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE REGULATIONS
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SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE REGULATIONS PURPOSE

HEALTH AND SAFETY

The City of Belton strives to promote a clean, healthy, and safe community with effective and efficient management of solid waste, recyclable materials, and yard waste as an important component of community health. The Missouri Department of Natural Resources has regulations and promotes programs to ensure solid waste is managed in such a way that protects both public health and the environment in Missouri. The primary goals of Missouri's and Belton's solid waste management program is to increase material reuse and recycling from all solid waste sources, residential and commercial, and to reduce disposal of trash in landfills and illegal dumping. The scope of Belton's solid waste, recyclable materials, and yard waste regulations and programs covers residential and commercial solid waste within the jurisdictional limits of the City of Belton, Missouri.

CENTRALIZED RESIDENTIAL TRASH COLLECTION

After experiencing problems with illegal dumping, trash collection problems causing public nuisances, lack of focus on recycling, wide disparity in trash collection costs, and overburden of City infrastructure from multiple haulers, the Belton City Council studied the benefits of a centralized residential trash collection program. The City Council believes that the centralization and standardization of the collection of residential solid waste, recyclable materials, yard waste, and Christmas trees will assist in a) eliminating duplicate services, b) reducing large truck traffic and associated wear and tear on residential streets, c) promoting uniformly high quality practices and operating standards, d) encouraging recycling, e) encouraging compliance by all trash producers, and f) reducing costs to the community for trash service.

SPECIAL SOLID WASTE MANAGEMENT PROGRAMS AND RESTRICTIONS

In addition to the collection of solid waste, recyclable materials, and yard waste, the City promotes the proper management of bulky waste, old/scrap tires, batteries, household hazardous waste, electronic waste, and infectious/medical waste.

SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE REGULATIONS DEFINITIONS

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Agriculture waste means solid waste that is generated by the rearing or harvesting of animals, or the producing or harvesting of crops or trees; also classified as “Commercial Waste.”

Approved incinerator means an incinerator which complies with all current regulations of the City and the Missouri Department of Natural Resources.

Ashes means residue resulting from the combustion of coal, wood, coke, or other combustible materials, including residue from incineration of solid waste.

Authorized agent means the Belton Director of Public Works or a person designated by the Director of Public Works.

Automated collection route means the route for which the authorized agent or a hauler deems suitable to use an automated collection truck.

Banned/exempt waste means materials banned from disposal in a solid waste disposal area under the provisions of the state statutes and currently include ash, biological waste, biomedical waste, construction/demolition debris, contaminated waste, hazardous waste, industrial waste, sludge, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, used oil, used tires, those wastes under the control of the Nuclear Regulatory Commission, and other materials whose size, weight, or both are in excess of that allowed for bulky waste as defined herein.

Battery or lead-acid battery means a battery designed to contain lead and sulfuric acid with a nominal voltage of at least six volts and of the type intended for use in motor vehicles and watercraft.

Biomedical Waste means waste generated from biological and medical sources and activities, such as the diagnosis, prevention, or treatment of diseases; including but not limited to any material that contains or has been contaminated by biohazardous agents, petri dishes, surgical wraps, culture tubes, syringes, needles, blood vials, absorbent material, personal protective equipment and pipette tips.

Brown Goods means relatively light electronic consumer durables such as TVs, radios, digital media players, computer monitors, and computers.

Bulky Waste means those wastes that may require special handling and management including, but not limited to, white goods, brown goods, furniture, and other similar items including materials resulting from minor home repairs. Bulky waste does not include items herein defined as garbage, construction/demolition debris, or banned/exempt waste.

Business waste, see “Commercial Waste.”

Cart means plastic trash receptacle with a capacity of less than 100 gallons, on wheels, intended to be mechanically dumped into a garbage truck.

City means the City of Belton, Missouri.

Collection means the process whereby solid waste, yard waste, and recyclable materials are removed and transported to the appropriate designated disposal facility. Collection shall exclude the process of picking up, transporting, and dropping off banned/exempt waste.

Collection route means the route a hauler follows to collect solid waste, recyclable materials, and yard waste from customers.

Commercial dumpster means varying appropriately-sized receptacles for storage of commercial solid waste.

Commercial entity means multi-family dwelling units greater than four (4) units, as well as all retail, professional, agricultural, wholesale, institutional, lodging, and industrial facilities, and any other commercial enterprises offering goods or services to the public located in the service area.

Commercial waste consists of waste from agricultural, business, industrial premises used mainly for the purposes of a trade or business, or for the purpose of sport, recreation, education or entertainment, but excluding household waste from a residential/dwelling unit.

Community cleanup event means an event hosted and managed by an association/organization for solid waste and recyclable materials collection for white goods, brown goods, and where no household hazardous waste is accepted.

Composting means a controlled process of microbial degradation of organic material into a stable, nuisance-free, humus-like product.

Construction/demolition debris (CDD) means solid waste generated during construction, remodeling, repair, or demolition of pavements, houses, commercial buildings or any other structures. CDD includes, but is not limited to, lumber, wire, sheetrock, brick, shingles, glass, pipes, concrete, paving materials, metals, and plastics.

Contaminated materials means any improperly prepared recyclables (i.e. unwashed, uncleaned or uncompressed) or any commingling of solid waste, recyclable materials, yard waste, or banned/exempt materials.

Container means a receptacle other than a cart which is used for storing solid waste, recyclable materials, or yard waste.

Designated disposal site means a facility designated for solid waste in a licensed landfill per Missouri Department of Natural Resources regulations.

Dwelling unit means one or more rooms constituting all or part of a building and that are arranged, designed, or used exclusively as a single housekeeping unit for one family which may include cooking, living, sanitation, and sleeping facilities. (Per 34-145 of UDC)

Excluded residential dwelling units means any multi-family dwelling units greater than four (4) units, as well as residential dwelling units within a community that has private streets, private street lights, total maintenance provided including street maintenance, cleaning, snow removal, yard maintenance, home exterior maintenance including painting and roof replacement, and sidewalk snow removal.

Garbage means putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving, or consumption of food.

Hardship means residents who have been determined by their doctor and have provided appropriate medical documentation certifying the household is physically unable to transfer their cart to the curb line. Accordingly, once hardship is approved, the resident shall place their solid waste, recyclable materials, and yard waste in approved containers at the front of the main structure. Note: the hauler will return carts to the original point of placement of the hardship customer's residence. It is the responsibility of the resident to store the carts appropriately in accordance with the City's Code of Ordinances.

Hauler means the business entity that has the legal duty to ensure compliance with City regulations to collect, transport, and dispose of solid waste, recyclable materials, and yard waste.

Hazardous waste means any waste or combination of wastes which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may pose a threat to the health of humans or the environment. Examples include pesticides, acids, caustics, infectious wastes, flammable or explosive materials, oils and solvents, similar chemicals and materials, and the containers and materials that have been contaminated with hazardous waste.

Household hazardous waste means hazardous waste in small amounts as determined by regulations of the Missouri Department of Natural Resources setting the maximum amount of various substances. Commonly, household hazardous waste is generated by residents at their home, which may require special handling and management. Items include, but not limited to, paint, cleaners, lawn and garden products, automotive fluids, bug sprays, fluorescent lights, medications, batteries, and other chemical products.

Industrial waste, see "Commercial waste."

Institutional waste, see "Commercial waste."

Institutional places means cemeteries, community centers, convalescent homes, hospitals, libraries, museums, fine art centers, religious institutions, senior centers, social services, schools, and similar community services.

Occupant means any person who alone, jointly, or severally with others is in actual possession of any dwelling unit or of any other improved real property, either as owner or as a tenant, and is required to utilize a specified hauler for waste services.

Processing means incinerating, composting, baling, shredding, salvaging, compacting, and other processes whereby solid waste, recyclable materials, or yard waste characteristics are modified or quantity is reduced.

Rear loaded collection route means the route for which the authorized agent or a hauler deems suitable to use a rear loaded collection truck.

Recovered materials means those materials which have been diverted or removed from the solid waste stream for sale, use, reuse, or recycling, whether or not they require subsequent separation and processing.

Recyclable materials means those items that can be reprocessed for reuse. Recycling processes change from time to time impacting what items can be reprocessed for reuse. Recyclable materials are certain types of aluminum cans, foil and pans, steel cans, empty aerosol cans, cardboard, paper, including newspaper, junk mail, office paper, magazines, and phone books, cartons, and plastic bottles and containers. The current list of recyclable materials accepted by the City's hauler can be found on the City's website, the hauler's website, and at City Hall.

Recyclable materials processing site means a facility designated for recyclable materials in a recycling process facility.

Recycling means the separation of reusable materials which might otherwise be disposed of as solid waste in accordance with the guidelines of the designated provider of services.

Residential/dwelling unit means any single home, two (2) family unit, four (4) family unit, all condominiums/town homes up to four (4) units per building, and all apartment complexes up to four (4) units per building serviced with individual carts.

Resource recovery means a process by which recyclable and recoverable material is removed from the waste stream to the greatest extent possible for reuse or remanufacture.

Sanitary landfill means a solid waste disposal area which accepts commercial and residential solid waste and is designed to prevent either pollution of the environment or the creation of health hazards.

Solid waste means garbage, refuse, and other discarded materials consisting of everyday items that are discarded by the public.

Solid waste disposal area means any area used for the disposal of solid waste from more than one identical premise or one or more commercial, industrial, manufacturing, recreational, or governmental operations.

Solid waste management means the entire solid waste system of storage, collection, transportation, processing, and disposal.

Solid waste processing facility or processing facility means a) an incinerator which operates with or without energy recovery, b) a solid waste composting plant or co-composting plant, c) a transfer station, or d) any other facility where solid wastes are consolidated, temporarily stored or salvaged, and processed prior to being transported to a final disposal or resale site.

Sludge means thick, soft, wet mud or a similar viscous mixture of liquid and solid components, especially the product of an industrial or refining process (dirty oil, mud, muck, silt, etc.).

Special item pick-up means large household items or special roll-off service independent of services provided via services contracted with the City, which require special pick-up outside the timeframe of scheduled curbside pick-up. Residents/occupants schedule special item pick-ups directly with the hauler and are billed directly by the hauler.

Storage means keeping, maintaining, or storing solid waste, recyclable materials, or yard waste from the time of its production until the time of its collection.

Transportation means the transporting of solid waste, recyclable materials, or yard waste from the place of collection or processing to a processing facility or disposal area.

White goods means clothes washers and dryers, water heaters, trash compactors, dishwashers, microwave ovens, conventional ovens, ranges, stoves, air conditioners, refrigerators and freezers.

Yard waste means leaves, grass clippings, shrub prunings, small tree limbs, weeds, and yard and garden vegetation. The term does not include stumps, roots, or shrubs with intact root balls.

SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE REGULATIONS STORAGE, CARTS, AND DUMPSTERS

GENERAL

1. All persons owning or occupying any dwelling unit or any institutional, commercial, agricultural, or business establishment within the corporate limits of the City shall store or, in the case of a tenant-occupied structure, ensure the storage of all solid waste, recyclable materials, and yard waste and keep the surrounding area in a clean, neat, and sanitary condition at all times prior to collection.

RESIDENTIAL

1. Solid waste shall be stored in a standard cart provided by the City or its contractor. The City or its contractor shall supply one solid waste cart per residential unit. The cart must be completely filled before any allowance is given for collection of solid waste outside the cart. If a residence has more solid waste than can fit into the standard cart, non-putrescible items may be placed in plastic bags or placed in compact, neatly stacked or stored piles next to the solid waste cart.
2. Recyclable materials shall be stored in a standard cart (usually with a different color lid) supplied by the City or its contractor. The City or its contractor shall supply one recycle cart per residential unit. The cart must be completely filled before any allowance is given for collection of recyclable materials outside the cart. If a residential unit has more recyclable materials than can fit into the standard cart, additional items may be placed in plastic bags or placed in compact, neatly stacked or stored piles next to the recycle cart.
3. Property owners or occupants shall use the carts provided by the City or its contractor for storage of solid waste and recyclable materials to prevent overflow or obnoxious odor between times of collection and shall maintain the premises in accordance with the provisions of this chapter.
4. Solid waste, recyclable materials, and yard waste shall be segregated as prescribed by the authorized agent.
5. The City- or its contractor-provided carts are the property of the City or its contractor and shall not be removed from the property to which provided.
6. Property owners or occupants shall keep carts clean and if in need of repair due to normal wear and tear, shall report to the authorized agent for replacement. Property owners or occupants are responsible to buy a replacement cart for any damages other than normal wear and tear.

7. Property owners or occupants shall store carts and containers out of sight in the rear yard, garage, or attached carport unless otherwise approved by the authorized agent.
8. There is no limit to the amount of solid waste or recyclable materials collected; however, residents are required to fill the carts prior to storing materials outside the cart except in cases where a single item will not fit in the cart.
9. No single solid waste or recyclable item shall weigh in excess of 60 pounds.
10. Yard waste shall be stored in biodegradable paper bags supplied by the resident.

COMMERCIAL

1. Commercial dumpsters used by commercial entities shall be durable, metal, rust-resistant, nonabsorbent, leak-proof, watertight, easily washable, and shall have tight-fitting covers which shall remain closed except when depositing waste therein or removing the contents thereof. The containers shall have adequate handles or bails to facilitate collection. These commercial dumpster regulations apply to both solid waste and recyclable materials.
2. Commercial dumpsters which are visible from any adjacent applicable public street shall be screened from view (100 percent opacity) with an enclosure of a minimum of six foot height. Such screens and enclosures shall be treated as integral elements of the building's appearance and shall be designed and constructed as such.
3. The commercial dumpster/container enclosure shall be constructed at the expense of the property owner and shall be placed so as not to constitute a nuisance to adjacent properties according to the standards in the Unified Development Code – Landscaping and Screening, Section 22-9.
4. If a commercial entity chooses not to utilize a commercial dumpster, then a maximum of four (4) exterior containers, each up to 100 gallon capacity, shall be allowed in the rear of the establishment. All requirements herein stated for commercial dumpsters apply to the exterior containers.
5. The owners of all shopping centers or commercial establishments within the limits of the City are required to provide adequate waste receptacles/containers for customer/public use. Said containers shall be emptied and maintained by the commercial entity according to the City codes to prevent unsafe and unsanitary conditions.
6. Service gates for each commercial dumpster/container screening enclosure shall be closed at all times except when removing the contents thereof.
7. All grounds and areas near commercial dumpsters/containers shall be kept clear of debris and clean at all times.
8. All new construction or redevelopment of over twenty-five percent (25%) of the structure shall be required to place the commercial dumpster/container and surrounding enclosure

on a fully paved surface. All commercial dumpsters/containers and surrounding enclosures shall be well drained and fully accessible to collection equipment, public health personnel, and fire inspection personnel.

9. If the commercial entity has routine excessive solid waste or recyclable materials as determined by the authorized agent, the entity may be required to schedule more than one pick-up service per week or obtain a larger or additional dumpster/container.

TEMPORARY CONTAINERS/RECEPTACLES (RENTAL DUMPSTERS)

Temporary containers/receptacles are located and permitted under conditions set forth in the Unified Development Code -Temporary uses, Section 38-9.

SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE REGULATIONS COLLECTION

GENERAL

1. In order to promote the safety, health, and welfare of the citizens of the City and to prevent littering, vermin infestation, decay, disease, putrid or obnoxious odors, and other unsanitary or unwelcome conditions, all residents shall ensure the regular collection of solid waste, recyclable materials, and yard waste from their property.
2. Properties with no occupancy and no water service are exempt from solid waste, recyclable materials, and yard waste collection and service charges.
3. The City of Belton may provide for the collection of all residential solid waste, recyclable materials, and/or yard waste in the City, provided however, that the City may provide the collection service by contracting with a person, county, or other city or a combination thereof, for the entire City or portions thereof, as deemed to be in the best interests of the City.
4. The City may, at its discretion, provide commercial solid waste, recyclable materials, and/or yard waste collection services upon specific application of the owners or persons in charge thereof. However, in the event that such application is not made or approved, it shall be the duty of such establishments to provide for collection of all solid waste produced upon any such premises. Commercial establishments are encouraged to engage in recyclable materials and yard waste collection, as applicable.
5. No person or business entity shall engage in the business of collecting solid waste, recyclable materials, or yard waste without having first obtained a business license as provided in Chapter 6 of the Code of Ordinances.
6. Haulers shall be responsible for the collection of solid waste, recyclable materials, and yard waste from the point of collection to the transportation vehicle, provided the materials were stored and placed in compliance with this chapter. Any spillage or blowing litter caused as a result of the duties of the hauler shall be collected and placed in the transportation vehicle by the hauler.
7. All solid waste, recyclable materials, and yard waste collected shall, upon being loaded into collection equipment, become the property of the hauler.
8. The owner or occupant of any premises where solid waste or recyclable materials is generated shall separate banned/exempt materials from all other solid waste, recyclable materials, or yard waste and shall be personally responsible for making separate provisions for disposal of these materials either through a City-licensed hauler or a state-approved processing facility.

9. If banned/exempt materials are collected, the hauler must make provisions for lawful disposition of same at the sole cost of the hauler and provide proof of such lawful disposition to the authorized agent.
10. All haulers operating under contract with the City, commercial entity, or an individual, are hereby authorized to enter upon private property for the purpose of collecting solid waste, recyclable materials, and yard waste thereon as required by this chapter. Haulers shall not enter dwelling units or other residential buildings for the purpose of collecting residential solid waste, recyclable materials, and yard waste. Commercial solid waste may be removed from within commercial establishments upon request of the owner or operator.
11. Haulers shall notify residents and the authorized agent of any item(s) not picked up on their collection day that are determined to be a potential contaminant. Examples of such contamination for solid waste include unacceptable materials or household hazardous waste and for recyclable materials may include materials not allowed in the recycling stream. Contamination may also include the presence of materials which render the recyclables hazardous or not marketable such as broken glass or the presence of any banned/exempt materials.
12. The City and its contractor may provide pre-scheduled curbside collection or a drop-off location of items originating in Belton from residential dwellings. The City, at its discretion, may also provide pre-scheduled curbside collection or a drop-off location of items from commercial properties with a Belton address.

RESIDENTIAL

1. Curbside collection of solid waste and recyclable materials shall be collected once a week, on a pre-scheduled and designated day, from all residential dwellings.
2. Yard waste shall be collected once a week, on a pre-scheduled and designated day, between March 1 and December 31 on the regularly scheduled collection day.
3. Yard waste collection shall be unlimited, as long as it can be verified that the yard waste originates only from the resident's property from which it is collected. Yard waste must be separated from solid waste and recyclable materials. Yard waste must be placed in biodegradable paper bags that do not exceed 60 pounds each. Limbs/brush must be bundled with twine or rope with the bundle no larger than 18" diameter, 36" long, and no more than 60 pounds.
4. Christmas trees shall be collected once a week during the month of January on the regularly scheduled collection day. Christmas trees must be cut in half if the length is greater than eight (8) feet and all decorations removed.
5. Collection days are determined by the City and if needed, may be changed to maintain compliance with this chapter.

6. All solid waste, recyclable materials, and yard waste shall be placed for collection not earlier than 12 hours prior to the scheduled collection day and no later than 7:00 a.m. of the scheduled collection day. All carts must be removed from the collection point by 7:00 a.m. of the day following collection day.
7. It shall be unlawful to place solid waste, recyclable materials, or yard waste for collection at a time outside the time period for a scheduled collection or in accordance with recommendations from the authorized agent.
8. All solid waste, recyclable materials, and yard waste shall be placed a) at the curbside or edge of driveway, facing the street or alley, in a location easily accessible by a collection truck, b) not blocking the flow of traffic, c) not placed on sidewalks, and d) not interfering with the line-of-sight for traffic.
9. The authorized agent may grant an exception to the curbside placement requirement in this section in the case of hardship and physical limitations of the resident. If the authorized agent grants an exception, the resident shall place all approved solid waste, recyclable materials, and yard waste at the front of the main structure, as set out in the written exception.
10. Residents are responsible for ensuring all doors or similarly dangerous enclosures are removed from all appliances prior to placement at the curb for special item pick-up. If the item is scavenged prior to pick-up, the resident will not be charged.

SERVICE CHARGE/BILLING

A service charge may be imposed for the collection and disposal of solid waste, recyclable materials, and yard waste for residential dwelling units. Said residential services include weekly collection of solid waste, recyclable materials, and yard waste, as well as curbside bulky pick-up (2x/year-dates to be specified). Beginning January 1, 2018, the cost for residential service is \$12.41 per month.

The service charge for residential solid waste, recyclable materials, and yard waste is billed through the City's water and sewer utility billing process. Residents who do not have a City water and/or sewer account will be billed separately by a "trash bill" on a monthly basis. Rates for services will be set, at a minimum, on an annual basis by the City Council.

To schedule an additional curbside bulky pick-up (other than the 2x/year), residents shall contact the hauler and the hauler will bill residents directly for this service.

All unpaid service charges shall become delinquent twenty (20) days following the date of the assessment and will incur a ten percent (10%) penalty per month on any outstanding balance.

COMMERCIAL

1. All commercial entities and their private hauler are encouraged to engage in recycling collection services in addition to solid waste collection.
2. All commercial entities and their private hauler must adhere to all federal, state and local regulations for such services.

SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE REGULATIONS TRANSPORTATION AND DISPOSAL

GENERAL

1. It shall be unlawful for any person to establish, operate, or maintain a permanent solid waste or recyclable storage area or facility for solid waste, recyclable materials, or yard waste within the City without a valid business license from the City.
2. It shall be unlawful for any person to engage in the business of collecting, transporting, processing, or disposing of solid waste without a valid business license from the City.
3. It shall be unlawful for any person to dispose, dump, deposit, or leave any solid waste or any recyclable material in or at any disposal site other than those sites designated by the authorized agent and the Missouri Department of Natural Resources or to deposit solid waste in any solid waste container other than his/her own.
4. It shall be unlawful for any person to interfere in any manner with collection and transportation equipment or with haulers in the lawful performance of their duties as such, whether such equipment or haulers shall be those of the City or those of a solid waste collection agency.
5. It shall be unlawful for any person to burn or to allow to be burned solid waste or recyclable materials on his/her property unless an approved incinerator is provided or unless a permit has been obtained from the Missouri Department of Natural Resources.
6. All solid waste, recyclable materials, and yard waste shall be deposited at a processing facility or disposal site approved by the Missouri Department of Natural Resources and complying with all requirements of the Missouri Solid Waste Management Law, RSMo Sections 260.200 to 260.245 and the rules and regulations adopted thereunder.
7. If the authorized agent classifies certain wastes as hazardous wastes it will require special transportation and disposal handling. It shall be disposed of only in a manner acceptable to the authorized agent and which meets all local, state, and federal regulations.

VEHICLES

1. All hauler vehicles shall display the company name, address, type of waste being picked up, and a unique vehicle identification number or numbers on each side of the vehicle. Such information shall be clearly legible.
2. All hauler vehicles shall comply with all applicable state laws and regulations regarding motor vehicle operation, including insurance, and with provisions of these regulations. No

advertising except approved program promotion and the identifying information of the hauler shall be permitted on the vehicles.

3. All vehicles to be used in the collection of solid waste, recyclable materials, and yard waste will be kept and maintained in a clean and sanitary condition, and shall be so constructed, maintained and operated as to prevent spillage. In addition, all vehicles used for the collection of solid waste shall be constructed with water-tight bodies and with covers of metallic or other rigid, impervious material, or in the alternative, the entire bodies shall be enclosed, with only loading hoppers exposed. No solid waste, recyclable materials, or yard waste shall be transported in the loading hoppers.

SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE REGULATIONS RULES, REGULATIONS, PROHIBITIONS AND VIOLATIONS

ADMINISTRATION OF THE CHAPTER

This chapter shall be administered by the authorized agent and his/her designee. The authorized agent is hereby authorized and directed to prescribe additional rules and regulations consistent with this chapter for the purpose of making the chapter fully and completely effective. This shall include, but not be limited to, the location of all solid waste and recyclable materials carts and/or containers.

PROMULGATION OF RULES AND REGULATIONS

1. The City shall make, amend, revoke, and enforce reasonable and necessary rules and regulations, but not limited to, governing the
 - a) preparation, drainage, and wrapping of garbage and depositing it in solid waste or recyclable materials carts and/or containers;
 - b) specifications for solid waste, recyclable materials, or yard waste carts and/or containers, including the type, composition, equipment, size, and shaper thereof;
 - c) identification of solid waste, recyclable materials, or yard waste carts and/or containers and the covers thereof, and equipment pertaining thereto, if any;
 - d) weight limitations on the combined weight of solid waste, recyclable materials, or yard waste carts and/or containers and the contents thereof;
 - e) weight and size limitations on items too large for solid waste carts and/or containers;
 - f) storage of solid waste, recyclable materials, or yard waste in solid waste, recyclable materials, or yard waste carts and/or containers;
 - g) sanitation, maintenance, and replacement of solid waste, recyclable materials, or yard waste carts and/or containers;
 - h) schedules and routes for collection and transportation of solid waste, recyclable materials, or yard waste;
 - i) collection points of solid waste, recyclable materials, or yard waste carts and/or containers;
 - j) collection, transportation, processing, and disposal of solid waste, recyclable materials, or yard waste;
 - k) processing facilities and fees for the use thereof;
 - l) disposal facilities and fees for the use thereof;
 - m) records of quantity and type of wastes received at processing or disposal facilities;
 - n) handling of special wastes such as toxic waste, sludge, ash, agriculture, construction, bulky items, tires, automobiles, oil, grease, etc.
2. A copy of any and all rules and regulations made and promulgated under the provisions hereof shall be filed in the office of the City Clerk.

ADDITIONAL PROHIBITED PRACTICES

1. It shall be unlawful for any person or entity to deposit solid waste in any solid waste container other than his/her own.
2. It shall be unlawful for any person or entity to dump or otherwise deposit or cause, permit, suffer, or allow the dumping or depositing of any solid waste, garbage, yard waste, litter, or any other offensive or disagreeable thing in any public place, public building or market, or on or along any sidewalk, street, alley, boulevard, highway, right-of-way, viaduct, tunnel, park, parkway, or upon any private property, or in any container located thereon without the consent of the owner of the property.
3. It shall be unlawful for any person or entity to dump or deposit or cause, permit, suffer, or allow the dumping or depositing of solid waste or garbage in any City litter can or basket upon any street.
4. Evidence showing any three or more items found in such solid waste, garbage, yard waste, or litter to be identifiable or traceable to a specific individual shall constitute prima facie evidence that such solid waste, garbage, yard waste, or litter was under the control of that individual as was so dumped or deposited where subsequently found with that individual's knowledge and consent.

ANTI-SCAVENGER PROVISION

It shall be unlawful for persons or entities not licensed by the City and not under contract with the City, owner or occupant to open a cart or dumpster or go through the contents of a bag placed at the residential curbside or upon a commercial property. Those person or entities licensed and contracted shall have a limited authority to examine contents of a cart or bag for purpose of determining if banned/exempt materials are contained therein. Items placed at the curbside or next to a commercial dumpster that are in plain site may be secured by a licensed hauler for scrap or reuse.

INSPECTIONS BY THE AUTHORIZED AGENT, NOTICE OF VIOLATION, APPEAL

1. In order to ensure compliance with the laws of this state, this article and the rules and regulations authorized herein, the authorized agent and his/her designee is authorized to inspect all phases of solid waste management within the City. No inspection shall be made in any residential unit unless authorized by the occupant or by due process of law.
2. In all instances where such inspections reveal violation(s) of this article, the rules and regulations authorized herein for the storage, collection, transportation, processing, or disposal of solid waste, recyclable materials, or yard waste, or the laws of the state, the authorized agent shall issue notice for each such violation stating therein the violation(s) found, the time and date, and the corrective measure to be taken, together with the time in which such corrections shall be made.

3. Appeals of any decision of the authorized agent governed by this section shall be made to the City Manager or his/her authorized designee. A written notice of appeal must be filed with the City Clerk within 30 days after the decision of the authorized agent. The City manager or his/her authorized designee shall hear all evidence and based on the preponderance of evidence shall, in writing, uphold, reverse, or modify the decision appealed within 90 days after the filing of the notice of appeal. The City Manager's decision shall be final.

PUBLIC NUISANCE VIOLATION BY CODE ENFORCEMENT OFFICER

In addition to the authority given to the authorized agent under this chapter, the Code Enforcement Officer has the authority under the regulations in Chapter 14 - Nuisances to determine violations, issue violation notices, issue a summons to appear in municipal court, commence abatement, and charge cost of abatement to the owner of the property. See the City of Belton Code of Ordinances, Chapter 14, Section 14.1 to 14.10.

ARTICLE XX. – SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE HAULERS

DIVISION 1. – LICENSES

No person, business entity, or hauler shall engage in the business of collecting solid waste, recyclable materials, or yard waste without having first obtained a business license from the City; provided, however, that this provision shall not be deemed to apply to employees of the holder of any such license.

A solid waste, recyclable materials, and yard waste hauler license shall not be required for the removal, hauling, or disposal of earth and rock material from grading or excavation activities; however, all vehicles that meet or exceed two tons shall cover all material with a tarp when transporting material over roadways within the City limits.

DIVISION 2. – REQUIREMENTS AND PROCEDURES

Required information.

Applications for licensure under this division shall be made to the City Clerk on a form provided by the clerk. Each application shall contain

- a) the nature of the license desired, as to collect, transport, process, or dispose of solid waste, recyclable materials, yard waste, or any combination thereof;
- b) the number of solid waste, recyclable materials, or yard waste transportation vehicles to be operated thereunder;
- c) the precise location or locations of solid waste, recyclable materials, or yard waste processing or disposal facilities to be used;
- d) other information as required by the City.

Insurance requirements.

In addition to all other requirements set forth in this division, no license shall be issued to any hauler without filing and maintaining with the City evidence of a general liability insurance policy covering all operations of such applicant's business and to all vehicles to be operated in the conduct thereof in an amount of not less than \$500,000.00 combined single limit to include bodily injury and property damage.

Such policy must be approved by the City and may be written to allow no more than the first \$5,000.00 of liability for damage to property to be deductible.

Should any such insurance policy be canceled, the City shall be notified by the insurance carrier not less than 10 days prior to the effective date of such cancelation. This provision for notification shall be incorporated into such insurance policy.

License issued; fee.

If the application shows that the applicant will collect, transport, process, or dispose of solid waste, recyclable material, and/or yard waste without hazard to the public health or damage to the environment and in conformity with the laws of the state and this article, the City shall issue the license authorized by this article. The license shall be known as an annual license but no license shall be issued for more than one license year. The applicant shall pay the annual license fee in the amount provided in the City schedule of fees and charges.

DIVISION 3. – ENFORCEMENT**Renewal; re-application; non-transferability of license.**

If the business has not been modified, the annual license may be renewed simply upon completion of the application and payment of the annual license fee in the amount provided in the City schedule of fees and charges. If modifications have been made, the applicant shall reapply for a license.

No licenses authorized by this article shall be transferable from person to person, business entity to business entity, or hauler to hauler.

Denial of license; notice.

If the application does not clearly show that the collection, transportation, processing, or disposal of solid wastes, recyclable materials, and/or yard waste will create no public health hazard or be without harmful effects on the environment, the application shall be denied and the applicant notified by the City in writing, stating the reason for such denial. Nothing in this article shall prejudice the right of the applicant to reapply after the denial of his/her application, provided that all aspects of the re-application comply with the provisions of this article.

Suspension or revocation of license.

In all cases, when the licensee has failed to meet the requirements of their license, or violated federal, state, or local regulations, or failed to take proper corrective measures within the time specified, the City shall follow the procedures set forth in section 6-96.

Appeals.

The city shall follow the appeals procedures in section 6-97.



PART I. - CODE OF ORDINANCES

Code Section	Description	Fee
<i>Chapter 2—Administration</i>		
2-227	Copying fee	TBD
Ambulance services—Emergency and nonemergency		
Nonresidents		
	Base charge	\$1,150.00
	Additional, per mile	\$17.60
2-730	Residents	
	Base charge	\$950.00
	Additional, per mile	\$17.60
	Treatment—No transport fee	\$300.00
	Helicopter stabilization fee	\$950.00
<i>Chapter 3—Alcoholic Beverages</i>		
Alcoholic beverage sales licenses—Annually		
3-35	Manufacturers, malt liquor—Alcohol content up to 5%	\$375.00
	Manufacturers, liquor—Alcohol content exceeding 5%	\$675.00
	Distributors or wholesalers, malt liquor—Alcohol content up to 5%	\$375.00
	Distributors or wholesalers, liquor—Alcohol content exceeding 5%	\$150.00

	Retailer—Wine and coolers—On premises consumption—Alcohol content up to 14%	\$75.00
	Retailer—Malt liquor—On premises consumption—Alcohol content up to 5%	\$75.00
	Retailer—Malt liquor—Package—Alcohol content up to 5%	\$75.00
	Retailer—Liquor—Package—Alcohol content exceeding 5%	\$150.00
	Retailer—Malt liquor and liquor—Consumption on premises	\$450.00
	Sunday sales—Consumption on premises	\$300.00
	Sunday sales—Package	\$300.00
	Private, non-profit establishment license	\$50.00
	Picnics per event up to 7 days	1.5 times state charge 37.50
	Caterers	1.5 times state charge 15.00 per day
	Investigative fee—Per application	
3-38	Off-premises consumption	\$100.00
	On-premises consumption	\$100.00
	Employee permit	
3-79	Temporary	\$10.00
	Regular—Every two years	\$10.00

<i>Chapter 4—Animals</i>		
4-85	Dangerous dog registration—Annually	TBD
4-113	Guard dog registration—Annually	TBD
Impoundment fees		
4-169	Redemption fee—First redemption	\$25.00
	Redemption fee—Second and subsequent redemptions	\$50.00
	Boarding fee—Per day of impoundment	TBD
<i>Chapter 6—Business Licenses and Regulations</i>		
6-57	License fee established	
	For each new license for a business or occupation doing business from premises within the City of Belton	120.00
	For each annual renewal of a license for a business or occupation doing business from premises within the City of Belton	70.00
	For each new application or annual renewal of a license for a business or occupation doing business from premises outside the City of Belton	70.00
	For each new application or annual renewal of a license for a business or occupation doing business from a residence within the City of Belton and complying in all respects with the provision of Article III, Section 11 of the Belton Zoning Ordinance pertaining to Home Occupations	20.00
6-62	Duplicate licenses—Each	1.00
6-63	Supplemental license for change of location	TBD
6-64	Transfer fee	TBD
6-157	Adult businesses	

	Business license—Annually	\$100.00
	Manager, server or entertainer license—Annually	\$30.00
6-281	Teenage dance establishment license—90-day term	\$5.00
6-315	Ice cream peddler business permit—Annually	\$25.00
6-316	Ice cream peddler or employee permit—Annually	\$15.00
6-373	Lumberyard license—Annually	TBD
6-394	Massage therapist business license—Annually	\$30.00
6-395	Massage facility business license—Annually	TBD
Modeling, dating and escort establishments		
6-448	Business license—Annually	\$100.00
6-470	Employee permit—Annually	\$5.00
6-472	Identification card—Each	TBD
Pawnbrokers		
6-557	Business license—Annually	\$600.00
	Investigative fee	TBD
6-558	Employee permit—Annually	\$30.00
6-614	Peddlers permit—Each	\$15.00
Small loan establishments		
6-665	Business license—Annually	\$600.00
6-666	Employee permit—Annually	\$30.00

Taxicabs		
6-702	Business license—Annually	\$70.00
6-730	Driver identification card—Each	\$2.00
Tobacco sales		
6-755	Tobacco sales registration—Each location	\$1.00
6-759	Tobacco retail sales permit—Annually	TBD
	Duplicate permit—Each	\$0.50
6-789	Transient merchant license—Annually	
6-1019	Trailer-type vehicle sale or repair facility license	
Solid waste, recyclable materials and yard waste haulers		
	Business license—Annually	\$70.00
<i>Chapter 11—Health and Sanitation</i>		
	Waste collector permit—Annually	
11-254	Per facility	\$15.00
	Per vehicle	\$15.00
<i>Chapter 13—Motor Vehicles and Traffic</i>		
13-621	Permit for sun screening devices—Each	TBD
13-705	Parade permit—Each	TBD
<i>Chapter 14—Nuisances</i>		
14-103	Registration of properties in foreclosure—Each	TBD

<i>Chapter 15—Offenses</i>		
15-143	Blasting permits—Each	TBD
<i>Chapter 19—Streets, Sidewalks and Other Public Places</i>		
Vehicle removal		
19-34	Towing	Costs
	Storage—Per day	\$1.50

